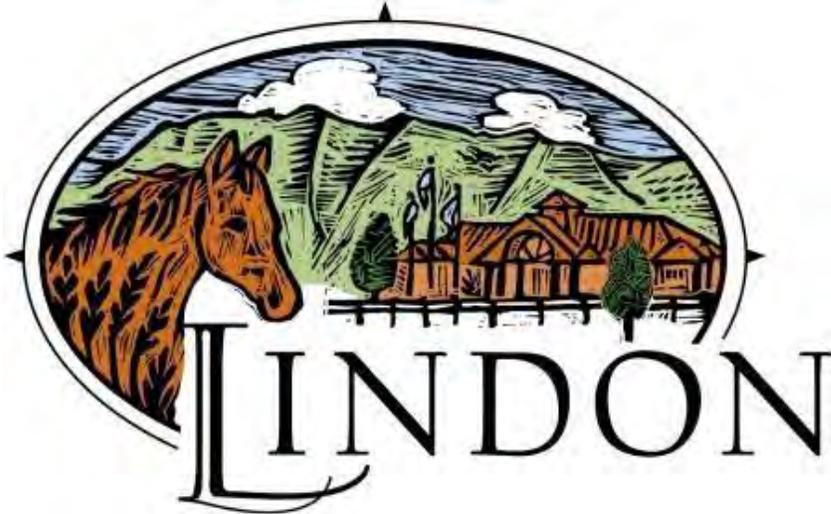
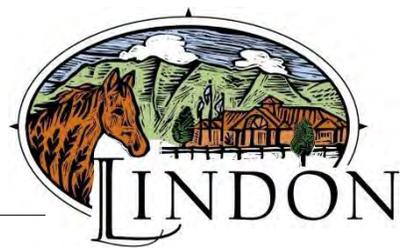


Lindon City Council Staff Report



Prepared by Lindon City
Administration

January 20, 2015



Notice of Meeting of the Lindon City Council

The Lindon City Council will hold a regularly scheduled meeting beginning at **6:00 p.m.** on **Tuesday, January 20, 2015** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

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



WORK SESSION – 6:00 P.M. - Conducting: Mayor Jeff Acerson

1. Closed Session to Discuss Pending or Reasonably Imminent Litigation per UCA 52-4-205. (45 minutes)

The City Council will enter into a closed executive session to discuss pending or reasonably imminent litigation per UCA 52-4-205. This session is closed to the general public.

REGULAR SESSION – 7:00 P.M. - Conducting: Mayor Jeff Acerson

Pledge of Allegiance: By Invitation
Invocation: Randi Powell

(Review times are estimates only)

- 1. Call to Order / Roll Call** (5 minutes)
- 2. Presentations and Announcements** (5 minutes)
 - a) Comments / Announcements from Mayor and Council members.
- 3. Approval of minutes:** January 6, 2015 (5 minutes)
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** (For items not on the agenda) (10 minutes)
- 6. Public Hearing — Ordinance Amendment, LCC 17.32.320 Flag Lots** (20 minutes)
Rick Chatwin requests approval of an amendment to LCC 17.32.320 Flag lots. The proposed amendment would modify flag lot setback requirements to reflect typical setback requirements for standard lots in the R1 Single Family Residential zone (front/rear – 30 feet; side – 10 feet). **CfX &S%!&C**
- 7. Public Hearing — Ordinance Amendment, Lindon City Standard Land Use Table** (15 minutes)
Lindon City requests approval of an amendment to the Lindon City Standard Land Use Table. The proposed amendment would establish *legal services* as a permitted use in the Research & Business (R&B) zone. **CfX &S%!&C**
- 8. Review & Action — Rocky Mountain Power Service Contract & Easement** (15 minutes)
The City Council will review and take action on a General Service Contract with Rock Mountain Power to have them install permanent power to the sewer lift station located at approximately 2400 West 200 North for \$21,982.76. The Council will also review and consider granting an easement for the power to be installed through a portion of the 200 North roadway owned by the City.
- 9. Review & Action — Amendment to City Administrator Agreement** (15 minutes)
The City Administrator requests City Council review and action on an amended City Administrator Agreement allowing reduction of the City’s 401k contribution obligation to the Administrator in order to be consistent with recent changes to employee compensation policies.
- 10. Council Reports:** (20 minutes)
 - A) MAG, COG, UIA, Utah Lake, ULCT, Budget Committee - Jeff Acerson
 - B) Public Works, Irrigation/water, City Buildings - Van Broderick
 - C) Planning, BD of Adjustments, General Plan, Budget Committee - Matt Bean
 - D) Parks & Recreation, Trails, Tree Board, Cemetery - Carolyn Lundberg
 - E) Administration, Com Center Board, Lindon Days, Chamber of Commerce - Randi Powell
 - F) Public Safety, Court, Animal Control, Historic Commission, Budget Committee - Jacob Hoyt
- 11. Administrator’s Report** (20 minutes)

Adjourn

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.lindoncity.org. 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 Kathy Moosman at 801-785-5043, giving at least 24 hours notice.

Posted By: Kathy Moosman

Date: January 16, 2015

Time: ~11:00 a.m.

Place: Lindon City Center, Lindon Police Dept, Lindon Community Center

WORK SESSION – 6:00 P.M. - Conducting: Mayor Jeff Acerson

I. Closed Session to Discuss Pending or Reasonably Imminent Litigation per UCA 52-4-205.
(45 minutes)

The City Council will enter into a closed executive session to discuss pending or reasonably imminent litigation per UCA 52-4-205. This session is closed to the general public.

REGULAR SESSION – 7:00 P.M. - Conducting: Mayor Jeff Acerson

Pledge of Allegiance: By Invitation
Invocation: Randi Powell

Item 1 – Call to Order / Roll Call

January 20, 2015 Lindon City Council meeting.

- Jeff Acerson
- Matt Bean
- Van Broderick
- Jake Hoyt
- Carolyn Lundberg
- Randi Powell

Staff present: _____

Item 2 – Presentations and Announcements

- a) Comments / Announcements from Mayor and Council members.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes: ***January 6, 2015***

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, January 6,**
4 **2015, at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State
Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Jeff Acerson, Mayor
Pledge of Allegiance: Joseph Allred
10 Invocation: Matt Bean, Councilmember

12 **PRESENT**

ABSENT

12 Jeff Acerson, Mayor
14 Randi Powell, Councilmember
Matt Bean, Councilmember
16 Van Broderick, Councilmember
Jacob Hoyt, Councilmember
18 Carolyn Lundberg, Councilmember
Adam Cowie, City Administrator
20 Cody Cullimore, Chief of Police
Kathy Moosman, City Recorder

22 10. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.

24 11. **Presentations/Announcements** –

26 a) **Mayor/Council Comments** – There were no announcements at this time.

28 b) **Presentation** – Lindon Character Connection – Kathy Allred was in
30 attendance to present to the Mayor and City Council the accomplishments and
32 activities that have occurred during the 2014 Lindon Character Connection
34 program. Ms. Allred gave a brief summary of the origination of the Character
36 Connection program stating it was organized in 1993. She noted there have
38 been 60 values presented over the years with thousands of hours donated. She
40 stated the program has and always will be dedicated to teaching and
42 developing shared values within the community. The Character Connection
44 helps to connect the business, city, schools and family and fosters community
46 support. Ms. Allred commented that Lindon is a great city to live in and it is
wonderful to look up to the city leaders who have been friends all these years
and who has everyone’s best interest at heart. She went on to say that the
Character Connection Program has been a wonderful opportunity with a great
partnership with Wasatch Mental Health who prints the calendars and
distributes them free of charge because the students draw the pictures for the
months of the year on the calendar. Ms. Allred then presented the Character
Connection poster to Doran Williams, representative from Wasatch Mental
Health. Mayor Acerson also presented certificates to the principals from
Aspen Elementary (Mr. Davies) Lindon Elementary (Kate Ross) and Rocky

Mountain Elementary (Brian Ridge) the schools whose students who won this year. Mayor Acerson then presented certificates to the participating students who won this year as follows: Lilly Lawrence, Jennifer Leandro, Norah Milner, Victoria Silva, Braden Blackhurst, Haley Lopez, Emma McKinnon, Nicole Holden, Mia Fisher, Shaniya Hyde, Brian Gubler and Marley Livingstone. Mayor Acerson and Ms. Allred congratulated all of the winners and praised them for a job well done.

12. **Approval of Minutes** – The minutes of the regular meetings of the City Council of December 16, 2014 were reviewed.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 16, 2014 AS AMENDED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- COUNCILMEMBER BEAN AYE
 - COUNCILMEMBER POWELL AYE
 - COUNCILMEMBER BRODERICK AYE
 - COUNCILMEMBER HOYT AYE
 - COUNCILMEMBER LUNDBERG AYE
- THE MOTION CARRIED UNANIMOUSLY.

13. **Consent Agenda** – No items.

14. **Open Session for Public Comment** – Mayor Acerson called for any public comment not listed as an agenda item. There were no public comments.

CURRENT BUSINESS

15. **Action Item: Payment Request.** The City Council will review a written request by Mr. Val Killian asking for the City to financially participate in private legal costs incurred by Mr. Killian and his Lindon Neighborhood Defense Fund during the city’s review of the Reflections Recovery Center group home application.

Mr. Cowie gave a brief overview of this agenda item stating this is a request by Mr. Val Killian who is asking for the City to financially participate in the private legal costs incurred by Mr. Killian and his Lindon Neighborhood Defense Fund during the city’s review of the Reflections Recovery Center group home application. Mr. Cowie noted this group was formed to provide input and express concern on the reflections recovery group home application. He then turned the time over the Mr. Killian to address the Council to see if there is any interest in participating in the private legal bills/costs on this matter.

Mr. Killian stated when the matter of the Reflections Recovery Group home came to be his group did not anticipate that the issue would be adversarial with the city at all and they tried to support the city in every way possible with the decisions made. He noted that after meeting with Mr. Cowie he thought it may be possible to approach the City

2 Council and ask for help with the legal expenses incurred. He stated that it was
3 suggested that it may be possible and was suggested to him to write the letter that was
4 sent to the Council. In an effort to understand it he believes the attorney they hired gave
5 valuable information that supported the existing city code that was obviously not used the
6 way they hoped it would be used. Mr. Killian pointed out that as soon as the Planning
7 Commission made the decision to accept the 16 bed limit in essence their funding dried
8 up. Up to that point they were able to raise \$3,100 dollars and he had pledges for an
9 additional \$1,500 dollars, but as soon as the Planning Commission made that decision the
10 pledges dried up so they are left with a balance. He noted their attorney didn't require a
11 contract he just wanted to do the work. Mr. Killian stated there is a balance left owing
12 and it will be paid at some point in time and they are hoping the city will help pay the
13 invoice balance. Mr. Killian stated that even though the decision that was made was not
14 favorable to the city or to the neighbors, they will help support it and will do what they
15 can to help the city maintain that.

16 Mayor Acerson asked what was the total amount invoiced. Mr. Killian stated that
17 the total was \$6,500 on the invoice with a balance outstanding of around \$3,500.
18 Councilmember Lundberg mentioned one of the first citizens that contacted the city with
19 concerns was Renee Condie and asked if she is affiliated with the neighborhood defense
20 group. Mr. Killian confirmed Ms. Condie was a founding member of the neighborhood
21 defense group. He noted that the bank account is still there but that particular
22 organization is no longer functioning. Mr. Killian stated that once the decision was made
23 by the Planning Commission their attorney advised them to file appeal would have been
24 around \$35,000 dollars which was not reasonable to even contemplate, and it was
25 unfortunate that the verdict came during the Thanksgiving holiday when their attorneys
26 were gone and the appeal time was 10 concurrent days not 10 working days, so there
27 would have been only 2 ½ days to prepare and file an appeal, which was unfortunate.

28 Councilmember Lundberg mentioned that Ms. Condie sent an email to the
29 Council on September 23rd and in the email she copied some correspondence she had
30 with another attorney, Dan McDonald, and he provided a resume that claimed that he was
31 one of the best Fair Housing specialist in the state along with Jody Burnett. Ms. Condie
32 was recommending one of these two individuals. Councilmember Lundberg stated that
33 the Council took these concerns very seriously as this was a sobering application to
34 address and they did hire one of the attorneys that their group recommended. She
35 questioned what made it necessary to then hire another attorney (Joshua Horrocks) who is
36 not a fair housing specialist. Mr. Killian stated they hired Justin Heideman and the brief
37 was written by Joshua Horrocks and was reviewed and confirmed by Mr. Heideman. Mr.
38 Killian stated at the time Ms. Condie sent the email to the Council they had not formed a
39 neighborhood association and there was no representation; Ms. Condie did that on her
40 own.

41 Mr. Killian stated that he actually called Dan McDonald and did not feel
42 comfortable with him and he was not able to contact Jody Burnett. Mr. Killian stated that
43 he is torn because in order to support the City Council he has to withhold some personal
44 feelings that he expressed to Mr. Cowie, but it is not appropriate to express them in this
45 meeting. Mr. Killian stated that he did not like Mr. Burnett from the beginning and he
46 feels Mr. Burnett, in essence, did not represent his wishes as a member of Lindon City.
He was more concerned that the limit of 4 residents per city code must be maintained and

2 supported and he believed that it was not only a right that the citizens had but a
4 defensible right in any kind of a legal application, and had the tables been turned the
6 applicants would have been the ones required to appeal this case and there would have
8 been a far different outcome; which is now water under the bridge. Councilmember
Lundberg asked why Mr. Killian had confidence in Justin Heideman. Mr. Killian replied
it was Mr. Heideman's demeanor with respect to what he believed were Mr. Killian's
rights as a citizen and the rights of the neighborhood and he felt he would defend those
rights.

10 Mr. Killian also mentioned when the City Council decided not to hear the case
and turn it over to the Planning Commission they had three days' notice for the meeting
12 and the citizens were not allowed to speak for longer than 15 to 30 minutes, with the rest
of the time allotted for the applicant and Jody Burnett, which was very frustrating. There
14 was then some general discussion regarding this issue. Councilmember Broderick asked
Mr. Killian if the group asked the city if they would be willing to participate before they
16 hired their legal representation. Mr. Killian confirmed they did ask the city and was told
they would not be willing to participate.

18 Mayor Acerson complemented Mr. Killian at this time on his articulate approach
before the Council as there has been a lot of emotion on this issue and process but he is
20 not sure what the outcome will be. Mr. Killian stated he knows this was a tough decision
for the Council but there are consequences to every decision made and there will be
22 consequences to this decision and what we do as citizens about that will determine who
we are. He expressed his opinion that Lindon City has sensible, sound, wonderful people
24 and he feels the Reflections Recovery Center representatives threatened the city. Mr.
Killian stated if the Council can help those citizens who paid for this and who will surely
26 pay more unless the city can help out. He is hoping the city will understand that the
citizens were not being adversarial but were trying to make a valid and a winnable
28 direction, but when there is as good an attorney as Jody Burnett it is hard to stop the train.

Councilmember Powell voiced her concerns that the addition of another
30 attorney's firm will actually cost the city more money as the city has already incurred
approximately \$20,000 in fees on this issue including dozens of hours of time. She agrees
32 this was a very sobering application for the Council to address and to leave it with the
Planning Commission, which is the land use authority, was not taken lightly, as the
34 Council wanted to be the appeal authority, otherwise the appeal would have gone to the
Board of Adjustments. Councilmember Powell feels that leaving this with the Planning
36 Commission was the best decision as we have an informed and thoughtful body there
who makes many good decisions on behalf of the city.

38 Councilmember Lundberg commented that the Council fleshed out every question
they could and Mr. Burnett was extremely adept and knowledgeable of the precedents
40 that had been set and she is sorry it wasn't the decision the neighbors wanted to hear; she
felt the city had excellent representation. Mr. Killian commented that he understands
42 these comments and stated his point in coming tonight was to ask for help from the City
because the citizens did their due diligence. He went on to say this boils down to the
44 simple fact that the Planning Commission made a decision and they did their best and if
the City Council decides not to help them they will figure out a way somehow. He is
46 asking on behalf of the neighborhood and for the citizens of Lindon.

2 Mr. Killian concluded by stating he would reaffirm that he believes the City did
 all they could and re-iterated that he does not envy their position. His personal feeling is
 4 that he supports the City Council in the decision they made but, unfortunately, he does
 not like the decision but he will do whatever he can and he feels the citizens coerced that
 6 movement to reduce the beds and they feel it helped a lot. Councilmember Lundberg
 stated that she appreciates the citizens getting together and organizing and suggested a
 8 token of good will may be beneficial or to at least discuss this further; or has the Council
 performed our due diligence on behalf of the city and the citizens already.

10 Councilmember Powell stated that while she feels the token of good will could be
 discussed she also has concerns of setting a precedence. She expressed that she
 12 appreciates all the effort the citizens put in but it was their decision to hire their attorney
 that put them into this position.

14 Mr. Killian retracted his statement at this time, stating he is not requesting
 anything from the Council and left the meeting. Mr. Cowie stated that since Mr. Killian
 16 removed himself from the meeting and retracted his request that this agenda item is now
 officially withdrawn.

18 Mayor Acerson called for any further comments or questions from the Council.
 Hearing none he moved to the next agenda item.

20 Mr. Cowie asked Mayor Acerson to adjust the agenda order moving to agenda
 item number nine because Mr. Burningham will not be in attendance until later in the
 22 meeting for discussion.

24 COUNCILMEMBER POWELL MOVED TO ADJUST THE ORDER OF THE
 AGENDA AS OUTLINED BEGINNING WITH AGENDA ITEM NUMBER NINE.
 26 COUNCILMEMBER HOYT SECONDED THE MOTION. THE MOTION CARRIED
 UNANIMOUSLY.

- 28
- 30 9. **Review and Action** – *Landscape Maintenance Services Agreement*. This is a
 request for the Council’s review and consideration of a new Landscape
 32 Maintenance Services Agreement with Elite Grounds, LC, who had the low bid
 of \$187,542 for annual landscaping services for the City. A Request for
 34 Proposals was sent out earlier this winger with five bids being received. This
 new contract will run through December 31, 2017.

36 Mr. Cowie opened the discussion by explaining that Lindon’s current landscaping
 contract with Elite Grounds will expire prior to next spring/summer season. He noted that
 38 Brent Gurney, representing Elite Grounds is in attendance tonight to answer any
 questions the Council may have regarding this agreement. Mr. Cowie stated that Heath
 40 Bateman, Parks & Recreation Director, prepared the (RFP) for landscaping services and
 sent it out to several landscape maintenance companies and it was also posted on the city
 42 web site. He mentioned that only a couple of companies initially responded and staff felt
 more proposals were needed before selecting a contractor. He noted that Mr. Bateman re-
 44 sent the RFP to additional companies and ended up with five total proposals.

46 Mr. Cowie noted that staff recommends awarding the contract to Elite Grounds,
 who seems to be the most qualified contractor and also came in with the lowest bid at
 \$187,542. Mr. Cowie further explained this RFP process is unique in that the City is not

2 obligated to contract with the lowest bidder on the services, but may factor other criteria
4 into its decision making process. He stated that Elite Grounds is the obvious choice in
this matter. He explained this new contract will run through December 31, 2017.

6 Councilmember Broderick had a question on addendum "A" where it states they
will mow, edge, etc. five (5) times each week and if that is correct. Mr. Gurney stated
8 that includes the pavilion services which includes emptying the trash bins at the six (6)
parks and pavilions, etc. Councilmember Hoyt inquired why Pheasant Brook Park is
10 receiving extra fertilization. Mr. Gurney stated Pheasant Brook Park and the detention
basin area has always lacked in color so they have historically added the extra
fertilization for aesthetic purposes.

12 Mr. Cowie noted that if any changes are needed they can be amended and the
same set prices would apply. Councilmember Broderick asked about the possibility of
14 mowing every ten (10) days instead of every week and if that had been considered in this
proposal process. Mr. Cowie stated that he and Mr. Bateman felt it would be better to
16 have the more frequent mowing included in the contract and adjust it through the season
and evaluate it on a case by case basis. Councilmember Broderick also inquired what the
18 calendar period is, start to finish. Mr. Gurney stated they start in March and run through
the end of October. Councilmember Bean asked how many years Elite has had the
20 contract with the city. Mr. Gurney replied they have had the service contract with the
city since 1999. There was then some additional discussion by the Council regarding this
22 issue.

24 Mayor Acerson called for any further comments or questions from the Council.
Hearing none he called for a motion.

26 COUNCILMEMBER HOYT MOVED TO APPROVE THE LANDSCAPING
MAINTENANCE SERVICES AGREEMENT WITH ELITE GROUNDS, LC.
28 COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

30 COUNCILMEMBER BEAN AYE
COUNCILMEMBER POWELL AYE
32 COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER HOYT AYE
34 COUNCILMEMBER LUNDBERG AYE

THE MOTION CARRIED UNANIMOUSLY.

- 36
38 8. **Public Hearing:** *2014 Employee Compensation Study & Recommended*
Updates. The City Council will review and take action on multiple proposed
40 changes to the Lindon City employee compensation and benefit programs
including updates to FY2014-15 merit pay, performance evaluations, insurance
42 benefits, retirement programs, etc. Recommended updates to the total
compensation package are a result of findings from the City's 2014 Benefit and
44 Compensation Study and will reduce financial constraints on the City while still
providing an excellent compensation and benefit package for employees. Total
46 estimated savings to the City during the current FY2014-15 is approximately
\$180,000 with maximum annually recurring savings estimated between \$100,000
48 to \$120,000.

2 COUNCILMEMBER POWELL MOVED TO OPEN THE PUBLIC HEARING.
 3 COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT
 4 VOTED IN FAVOR. THE MOTION CARRIED.

6 Mr. Cowie explained this is the third public meeting held on the compensation
 7 study. He further explained the City Council will review and take action tonight on
 8 multiple proposed changes based on feedback to the Lindon City employee compensation
 9 and benefit programs including updates to fiscal year 2014-15 merit pay, performance
 10 evaluations, insurance benefits, retirement programs, etc. He noted the recommended
 11 updates to the total compensation package are a result of the findings from the City's
 12 2014 Benefit and Compensation Study and will reduce financial constraints on the City
 13 while still providing an excellent compensation and benefit package for the employees.
 14 Mr. Cowie mentioned the total estimated savings to the City during the current fiscal year
 15 2014-15 is approximately \$180,000 with a maximum annually recurring savings
 16 estimated to be between \$100,000 to \$120,000 dollars.

18 Mr. Cowie explained that over the last several months the City has been working
 19 on this comprehensive wage and benefit study to determine if changes to the
 20 compensation package need to be made in order to reduce the financial burden on the
 21 City and to ensure the compensation programs are comparable to other similar city
 22 compensation programs, and to provide a competitive wage and benefit package to city
 23 employees. He further explained that final recommendations for updates to the
 24 compensation package are included in the Compensation Study. He noted that specific
 25 recommendations are found throughout the study, which is classified into two main
 26 sections outlining wage, pay range, and merit pay recommendations followed by benefit
 change recommendations.

28 Mr. Cowie noted as requested by some members of the Council, each proposed
 29 change will be discussed and a straw poll vote will be taken on each major item. He
 30 stated a final official motion and vote will then be taken on the entire collective set of
 31 proposed changes to be made to the employee compensation program. The straw poll
 32 voting will enable the Council members to express different opinions on specific items,
 while allowing each member to vote on the final recommendations as a collective whole.

34 Mr. Cowie further discussed that a request was also made at the last meeting for
 35 staff to bring additional scenarios for phasing out the opt-out insurance payment program
 36 for those hired prior to 7/01/2007. Two possible scenarios (Scenario 22, 23) have been
 37 provided and will also be discussed tonight. He noted the study included in the packets
 38 does not contain these options in the recommendations.

40 Mr. Cowie then reviewed the study components as presented at this time as follows:

42 **Wage Study Recommendation:** Mr. Cowie explained that the benefit study was done in
 43 two components in the final document, the wage study component and the benefit study
 44 component. Current positions were grouped into categories by types of duties, expertise,
 45 or things required in a job description. This was intended to be a benchmark tool with a
 46 thresh hold of a plus or minus 10 percent from the midpoint on these ranges. If the
 47 position was outside of the midpoint range on the pay scale they were looking at making
 48 changes to try to bring it more in line with what other counterparts are paying for similar
 types of positions. Based on the research they went through the study and made some

2 specific recommendations. As part of the wage scenario they found that most of the other
4 cities had gone away from a multi-step pay scale that is currently in place and have
6 shifted to a pay scale that escalates a newer employee to the midpoint in their range faster
8 with a more stringent performance requirement as an employee progresses and has more
10 experience on the job. What they are recommending is to go away from this 16 step
12 process to the new pay scale. Mr. Cowie noted that he will not go through each position
14 individually as he assumes the Council has previously read the included
16 recommendations and what is being recommended. He stated there are not any changes
18 to any employee's pay that impacts them in a detrimental fashion on their current pay.
20 There are two positions they recommend adjusting the range downward in the pay scale
22 but the current employees would be grandfathered in so they can continue with what they
24 were hired on at. In that fashion, the job description would be updated, the range would
26 be updated and if those positions were to be vacated and re-filled it would be at the
28 correct pay scale.

Merit Pay Recommendation: Mr. Cowie explained as part of shifting to the new pay
18 scale process there is a cost of approximately \$4,200 which will shift people from the
20 current pay scale onto the new pay scale, but the costs this year are offset by savings from
22 not filling some vacant positions etc. which has cost less money this fiscal year. With
24 this new merit proposal they are targeting around \$100,000 annually in potential
26 reductions to help the city financially with the 1.6% merit increase being recommended
28 in addition to the 1.4% COLA allowance that was already approved this fiscal year. He
30 noted that he and the department heads have developed the evaluation score criteria. Mr.
32 Cowie then explained the evaluation process.

34 Mr. Cowie mentioned at the last meeting they discussed a merit pay bonus
36 program and as it was evaluated they felt it was a great opportunity to provide for those
38 employees who had topped out to feel financially incentivized to perform to the best of
40 their ability. What is being proposed is the same percentage of merit increase that other
42 employees are eligible for and also for those who have topped out who will also be
44 eligible for a one-time bonus payment annually. He then referenced page 52 in the
46 Council packets.

Mr. Cowie mentioned, for the benefit of all of the employees here tonight, the
34 compensation study, including the evaluation forms, will be reviewed at the next synergy
36 meeting if they have any questions. He noted they are hoping to have at least an
38 opportunity twice a year for the employees to sit down with their supervisors to see how
40 they are doing on this process. He feels this will be better for employees and supervisors
42 as they will be more informed. Councilmember Powell commented that she appreciates
44 the opportunity to review the evaluations and it helps to have a hands on feel to the
46 employees and their great qualities and to get to know the employees better. Mr. Cowie
stated the councilmembers will review the evaluations from the department they are over.
Councilmember Lundberg commented that she feels the employees need to be treated
fairly but they also need to understand what their expectations are and things that need to
be addressed or what they need to work on. Mayor Acerson agreed he thinks this is a
great process and gives some opportunity for both the supervisors and employees to work
on expectations. Mr. Cowie stated there may be things that need to be tweaked on the
new evaluation forms and the process.

2 At this time, Councilmember Hoyt asked the employees for their general feedback
 on the new proposed merit process. Jake Woodcox, Parks & Recreation employee, voiced
 4 his opinion that the new program will incentivize the employees who give 110% the
 opportunity to reap some extra benefit from it. Josh Edwards, Police Sergeant, pointed
 6 out because there are different groups in the city doing different jobs he feels it should be
 tailored specifically to the different departments and within those groups inside that
 8 department and it should be defined as to what is expected. Julie Sutch, Police Dept.
 employee, expressed that there is concern for uniformity as there is no uniform line for
 10 the difference in jobs. Mr. Cowie stated that part of the update is a heavy reliance on job
 descriptions and they will be making sure they are defined and are accurate so moving
 12 forward the expectations are clear as to what is required and expected.

Councilmember Powell commented that many employees go above and beyond
 14 their job descriptions so to have that incorporated into the evaluation and to have the
 opportunity to express and have that synergy between the department head and employee
 16 is good. And also to recognize the above and beyond as long as it is not a substitution of
 the job responsibility. Mayor Acerson suggested that the employees make sure all of
 18 their duties and all they do is included in your job description. Mayor Acerson also
 expressed that he feels it is critical that the job descriptions are clearly defined in order to
 20 have good communication because it is hard to be evaluated. Mr. Cowie stated at end of
 the full blown evaluation they will be asking the employees to attach a current job
 22 description and make note of any changes from the previous year's performance review
 and to make sure it is accurate and then list their positives and job goals etc. Mayor
 24 Acerson stated that the hope is to have everyone achieve their potential and be the best
 that they can be which is a "win-win" situation for both the supervisor and the employee.

Benefit Recommendations: Mr. Cowie explained the recommendation is to discontinue
 28 the defined contribution plan, where everyone gets the same set dollar amount with the
 surplus going to other aspects of the payroll. What is being proposed is that the city will
 30 cover 100% percent of the medical premiums for all employees and for employees hired
 prior to January 1st of this year. The city will contribute \$100 per month for employees
 32 with double coverage and \$50 per month for those who have single coverage. The other
 change was to reduce the insurance opt-out waiver to \$500 per month across the board
 34 and \$300 per month for new employees hired after January 1, 2015. For dental insurance
 the city will cover 50% of the dental premium for family coverage and 100% for single or
 36 double coverage. The city currently contributes 4.5% to the 401k or 457 accounts. With
 the proposed change the city will contribute 1.5% of the salary without employee
 38 contribution required and then the city will match an additional 1.5% of whatever
 contribution the employee makes up to an additional 1.5% with the maximum total being
 40 4.5%. As previously discussed it is recommended to lower the sick leave buyback
 program down from 500 hours to 480 hours. This will increase costs annually but he
 42 feels it incentivizes individuals to not use sick time and provides more opportunities.

Mr. Cowie then referenced the financial impacts and referenced the spreadsheet
 44 (page 49 in the packet) prepared by the Finance Director, Kristen Colson. Mr. Cowie
 mentioned at the last meeting it was requested to see some different scenarios to be
 46 considered for phasing in the opt-out reduction (page 27 in the packet). What has been
 presented (outside of the study) is to implement this January 1st to phase out every 6

2 months and to finalize it in 2016 when the fiscal year starts (he referenced the savings in
the chart). Councilmember Powell mentioned that her recollection from the discussion
4 was to phase it through June of 2017 not 2016. There was then some additional
discussion regarding this issue.

6 Mr. Cowie then went through each Compensation program issues individually
with a straw poll vote taken on each item as follows:

8

BENEFIT ISSUE #1

10 **Issue: Should the Council approve the updated pay scale matrix from 16-steps to the
new compressed matrix?**

12

BENEFIT ISSUE #1:

14 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

| | | |
|----|-------------------------|-----|
| 14 | COUNCILMEMBER POWELL | AYE |
| 16 | COUNCILMEMBER BEAN | AYE |
| 16 | COUNCILMEMBER BRODERICK | AYE |
| 18 | COUNCILMEMBER HOYT | AYE |
| 18 | COUNCILMEMBER LUNDBERG | AYE |

20

BENEFIT ISSUE #2

22 **Issue: Should the Council approve the various pay range and wage adjustments as
recommended?**

24

BENEFIT ISSUE #2:

26 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

| | | |
|----|-------------------------|-----|
| 26 | COUNCILMEMBER POWELL | AYE |
| 28 | COUNCILMEMBER BEAN | AYE |
| 28 | COUNCILMEMBER BRODERICK | NAY |
| 30 | COUNCILMEMBER HOYT | AYE |
| 30 | COUNCILMEMBER LUNDBERG | AYE |

32

34 Councilmember Broderick gave the reason for his “nay” vote stating he feels the
data provided from the study is helpful and through this process they are doing he feels
the city has outstanding employees, but the idea that the sole decision making is based off
36 of what other people are making troubles him and he is comfortable leaving it where it is.
He added that he is not comfortable with automatically raising or cutting positions just
38 based on a study of what other cities are doing which may cause everything to go
artificially up in wages. Councilmember Lundberg commented that what occurs here is
40 that there is not a fixed entry point dollar figure, but we do look at qualifications and
experience (for the more skilled positions) and the employee is placed somewhere within
42 that range; there is not a static entry point.

44 Councilmember Hoyt questioned if we can be managers of our city and to not
follow suit of other cities; he would hope we can. Councilmember Lundberg expressed
that she feels the data Mr. Cowie gathered was pretty wide and broad which helps us to
46 come to an educated guess. She also thinks the purpose is to put everyone on and even
playing field and to be somewhere closer to the median of their job description.

2 Councilmember Broderick agreed that is a component but not the only component in his
mind.

4 Councilmember Powell voiced that she would rather be avant-garde and be able
to look at those positions vs. what other cities are doing whether higher or lower,
6 depending on the qualifications. Mr. Cowie stated our competition is other cities to get
good employees. Mayor Acerson surmised that the point Councilmember Broderick is
8 trying to make is are we driving the market or are we following the market. Mr. Cowie
noted we looked at other cities for comparable rates within our market. He noted for
10 wages they had four comparable job positions and they stayed within cities of our size, or
at least our neighbors, unless they couldn't find job positions; we were not making
12 comparisons against large cities.

Councilmember Bean commented that we have to be careful with discussions of
14 "driving the market" because it is really an ethereal thing as we are a small city and will
most likely not drive any market matrix; but collectively we are a part of that. He added
16 that he feels it is a little bit of a stretch to say by making an effort to put together
information like this that somehow it becomes this never ending cycle upward. Every
18 organization, whether private sector, education or municipalities has some kind of
benchmark data they use. He went on to say where municipalities are concerned there
20 are some positions, administrative secretary etc., that are comparable to private industry
but there are some, like the public works department positions, that are hard to compare
22 unless you use other municipalities, so he is a little skeptical about broadening the scope
of the data collected to include private industry unless you can make an argument that
24 that position has private industry comparable out there.

Councilmember Broderick stated he is not suggesting to increase the data
26 collection he is just trying to point out that saying the aggregate of all the comparable
municipalities dictates that raises or deductions in pay are needed and he struggles with
28 that concept. Councilmember Bean commented that he does not feel strongly that the
data dictates the decision but is the basis for which the decision is made. Councilmember
30 Hoyt questioned if the data is the only basis to make a decision off of and if we have the
flexibility to say even though the market dictates we should be paying this person more
32 do we have to. Mr. Cowie stated that is what they were trying to accomplish in the study
with cities of comparable size.

34 Councilmember Powell stated she sees Councilmember Broderick's point of view
but she wants to seek out the best person for the job and offer a package in the range as
36 there will be times the body will have to make adjustments to get a qualified person as it
goes both directions. Councilmember Bean stated that a 20% range is a wider range than
38 you would see in private industry or academia and noted he feels the department heads
will evaluate the qualified candidates available and make a sound decision.

40 Councilmember Lundberg commented that there are some municipalities where
every new hire has to be within 10% of step one and if staff wants to hire outside of step
42 one it must go before the council. Mr. Cowie stated 90% of the jobs they hire are at step
one and if they want to hire outside of that point they would need to advertise at the first
44 step. They are not advertising higher than the range, which is part of the decision factor
to select the best qualified person, and it is dependent on the economy.

46 Councilmember Bean expressed that if you feel the foundation you have created
is a good one and is based on good data, then you will always have some exceptions that

2 may cause some problems, but they are the exceptions and if we focus on the exceptions
it does not help to move the process forward.

4

BENEFIT ISSUE #3

6 **Issue: Should the Council approve a 1.6 % merit increase for FY 2014-15?**

8 **BENEFIT ISSUE #3:**

THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

- 10 COUNCILMEMBER POWELL AYE
- COUNCILMEMBER BEAN AYE
- 12 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER HOYT AYE
- 14 COUNCILMEMBER LUNDBERG AYE

16 **BENEFIT ISSUE #4**

18 **Issue: Should the Council approve a new merit pay bonus program allowing
employees who have reached the top of their pay scale to be eligible for a one-time
merit bonus each year?**

20

BENEFIT ISSUE #4:

22 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

- 24 COUNCILMEMBER POWELL AYE
- COUNCILMEMBER BEAN AYE
- COUNCILMEMBER BRODERICK AYE
- 26 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER LUNDBERG AYE

28

BENEFIT ISSUE #5

30 **Issue: Should the Council approve a reduction in the 401k contribution from 4.5%
to 1.5% with an additional 1.5% city match if the employee contributes 1.5%?**

32

BENEFIT ISSUE #5:

34 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

- 36 COUNCILMEMBER POWELL AYE
- COUNCILMEMBER BEAN AYE
- COUNCILMEMBER BRODERICK AYE
- 38 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER LUNDBERG AYE

40

BENEFIT ISSUE #6

42 **Issue: Should the Council approve the reduction in monthly payments as presented
for employees not electing medical insurance (opt-out payment)? With phasing
pursuant to scenario #23 which would incorporate a six month intervals starting
with a reduction July 1, 2015 and a reduction January 1, 2016 and then the final
reduction being July 1, 2016**

2 Councilmember Powell stated she would like to see it amended to have the final
reduction in 2017.

4

BENEFIT ISSUE #6:

6 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

| | |
|-------------------------|-----|
| COUNCILMEMBER POWELL | AYE |
| COUNCILMEMBER BEAN | AYE |
| COUNCILMEMBER BRODERICK | AYE |
| COUNCILMEMBER HOYT | AYE |
| COUNCILMEMBER LUNDBERG | AYE |

12

BENEFIT ISSUE #7

14 **Issue: Should the Council approve the health and dental insurance premium
coverage amounts as presented? With a tapered approach scenario #13.**

16

Councilmember Powell stated that scenario #15 is as low as she will go.

18

BENEFIT ISSUE #7:

20 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

| | |
|-------------------------|-----|
| COUNCILMEMBER POWELL | NAY |
| COUNCILMEMBER BEAN | AYE |
| COUNCILMEMBER BRODERICK | AYE |
| COUNCILMEMBER HOYT | AYE |
| COUNCILMEMBER LUNDBERG | AYE |

26

BENEFIT ISSUE #8

28 **Issue: Should the Council approve the updated sick pay (sick leave) buy-back
program?**

30

BENEFIT ISSUE #8:

32 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

| | |
|-------------------------|-----|
| COUNCILMEMBER POWELL | AYE |
| COUNCILMEMBER BEAN | AYE |
| COUNCILMEMBER BRODERICK | AYE |
| COUNCILMEMBER HOYT | AYE |
| COUNCILMEMBER LUNDBERG | AYE |

38

BENEFIT ISSUE #9

40 **Issue: Should the changes to the 401k contribution, merit pay program, wage/range
adjustments and other compensation program updates be effective January 6, 2015;
and the insurance benefit changes be effective July 1, 2015? With a phased/tapering
1/3 step in reductions.**

44

BENEFIT ISSUE #9:

46 THE CITY COUNCIL STRAW POLL VOTE WAS RECORDED AS FOLLOWS:

| | |
|----------------------|-----|
| COUNCILMEMBER POWELL | AYE |
|----------------------|-----|

2 COUNCILMEMBER BEAN AYE
 COUNCILMEMBER BRODERICK AYE
 4 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER LUNDBERG AYE

6

Mayor Acerson called for comments from the public at this time. Lori Peters, resident in attendance, voiced her concerns stating that she understands that the Council is looking at costs which is very prudent, but she also sees that the City Council just approved a parks maintenance agreement for \$185,000 without much discussion yet they can make these cuts on these employees. She noted what made Lindon City great was the employees and they are the best resource the city has. She feels the job descriptions need to be reviewed very closely as the employees exceed what is expected of them. Ms. Peters stated that she feels the employees are the City’s greatest resource and they should be compensated. She feels most of these cuts are discriminatory to the employees who excel year after year and as a taxpayer and resident for many years she would suggest the Council look at other areas to cut; not only on the employee’s backs. She pointed out that after these cuts there is nothing left to cut on the employees and it would be her hope that the city can retain the great quality of employees they have and to still be able to attract good employees in the future.

Ms. Peters commented by making Lindon City an average employer the city will have to find other creative ways to attract good employees which is the nature of the market. She noted that this is market demand and market driven and all of these employees can make more money in the private sector. Ms. Peters concluded by stating these employees are making a great concession with these cuts and she would hope that it does not reflect on the quality of life here in Lindon. She would ask the Council to consider the combined experience of these employees and she does not want to see Lindon City crumble from within.

Mayor Acerson stated that he hopes with what is proposed that they will have a chance to look at these job descriptions and update them as needed and if the employees are doing things beyond what is in that job description that between the employees and the supervisor they will have the opportunity to adjust it if need be. Jake Woodcox, Lindon City employee, asked the Council to consider tapering the double and single coverage to ease it and adjust it (phasing) like the opt-out program. The Council was in agreement to phase/taper the double and single insurance coverage like the opt-out program with 1/3 cut reductions. Councilmember Lundberg commented that she feels the Council has tried to do some really good things for the employees. She mentioned that the items looked at changing, they wanted to make sure they changed them in a very fair and equitable way in order to still keep a generous package. Councilmember Powell mentioned that she would like to see employee recognition amped up with each reduction to let the employees know they feel valued and important and are recognized. Mr. Cowie noted that employee recognition was cut in the budget. Councilmember Powell would recommend reinstating the employee recognition funds.

Mayor Acerson called for any further comments or questions from the Council. Hearing none he called for a motion to close the public hearing.

46

2 COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC
HEARING. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL PRESENT
4 VOTED IN FAVOR. THE MOTION CARRIED.

6 Councilmember Powell then read a prepared statement and provided a copy for
the record. Councilmember Broderick expressed that he appreciates Councilmember
8 Powell’s statement and also mentioned that there are other areas to cut and he would
appreciate and request input and suggestions from employees in the coming budget year
10 of possible areas to cut.

12 Mayor Acerson called for any further comments or questions from the Council.
Hearing none he called for a motion.

14 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE UPDATED
FISCAL YEAR 2014-15 EMPLOYEE COMPENSATION PROGRAM WITH THE
16 CHANGES AS RECOMMENDED IN THE 2014-15 BENEFIT AND
COMPENSATION STUDY, WITH THE FOLLOWING CONDITIONS: 1.
18 ALTERATIONS TO THE EXTRA PAYMENTS PHASING OUT FOR THE SINGLE
AND DOULBE INSURANCE COVERAGE AND 2. THE ADJUSTMENTS ON THE
20 PHASED PLAN FOR THE OPT OUT PROGRAM. COUNCILMEMBER
LUNDBERG SECONDED THE MOTION. THE VOTE WAS RECORDED AS
22 FOLLOWS:

COUNCILMEMBER BEAN AYE
24 COUNCILMEMBER POWELL NAY
COUNCILMEMBER BRODERICK AYE
26 COUNCILMEMBER HOYT AYE
COUNCILMEMBER LUNDBERG AYE

28 THE MOTION CARRIED UNANIMOUSLY.

30 7. **Discussion Item:** *Options for Refunding of Series 2008 Bonds.* Jason
Burningham, financial consultant with Lewis Young Robertson & Burningham,
32 will discuss options for refunding (refinancing) Lindon’s Series 2008 Sales Tax
Revenue Bonds through possible private placement purchase or other method of
34 refunding. The Council will give feedback and direction to Staff regarding which
method to pursue. Additional discussion of the 700 North CDA may also occur.
36 No motions will be made.

38 Mr. Cowie opened the discussion by stating Jason Burningham, financial
consultant with Lewis Young Robertson & Burningham, is in attendance to discuss
40 options for refunding or refinancing Lindon’s Series 2008 Sales Tax Revenue Bonds
through possible private placement purchase or other method of refunding. Mr. Cowie also
42 stated that there are some unique opportunities and challenges that are involved in the
possible private placement of the bonds. He noted that staff is seeking input from the
44 Council on how to proceed in this matter. He added that Mr. Burningham may also
provide insight into possible ways to move forward with Alpine School District regarding
46 the 700 North CDA. He noted that no motions will be made as this item is for discussion
only.

2 Jason Burningham, financial consultant with Lewis Young Robertson &
Burningham, addressed the Council at this time. Mr. Burningham gave a brief overview
4 stating they have done a number of bond issues for the city over the past decade i.e.,
Lindon City Building, Aquatics Center. He noted this process was started a year ago
6 when interest rates had come down with opportunities to look at restructuring or
refinancing. He explained there are two series (2) of bonds, a series 2005 sales tax
8 revenue bond and a series 2008 sales tax revenue bond. Right now it appears the 2008
bonds are the ones that makes the most sense to look at restructuring or refinancing.

10 Mr. Burningham stated the main reason Mr. Cowie invited him to come to
address the Council is because this issue is not a straight cut and dried type of a
12 proposition. He explained that when looking at options available they determined that the
timing and some of the nuances related to the costs associated were somewhat cost
14 prohibitive, so they looked at doing a direct placement and tried to negotiate with one or
two financial institutions and then placing directly with them which would reduce the
16 other costs significantly. He noted they received several proposals of which several made
sense. The difficulty in looking at the options is that none of them have a total maturity,
18 or life, of 19 years, so they would still go out to 2033 so there are still 18+ years
remaining on the bonds; the financial institutions are looking at the first 10 years as
20 having a very fixed interest rate. He added that there would be a reset mechanism in
terms of what the interest rate would be on the remaining years.

22 Mr. Burningham further explained he is here tonight to present what the options
are and to have discussion to see what the City Council would like to do. He explained
24 they are talking about a 9 million dollar bond issue (2008 bonds). Currently, based on the
proposals received, the city could see an annual budgetary savings between \$65,000 and
26 \$75,000 annually (reduced debt service payment). The first 10 year period would be
locked with no cap per se, but there is a benchmark rate. There is a range of reset
28 assuming that the reset component is around 2% cost of funds, right now they are paying
4.8% on the bonds so this would be a reduction in interest costs of about 2.8%. Including
30 all of those future interest rate increases (assuming interest rate increases happened) it
would still generate more than \$500,000 of net present value savings to the city.
32 Therefore, it becomes a question if the city would be comfortable with some of that
interest rate risk which is subject to the interest rate reset.

34 Mr. Burningham further discussed that part of the issue here is the bonds are not
callable until 2018 so it is not as efficient to refund them right now as it would be if we
36 waited until 2018. He noted that all of this is taken into account in the analysis, but they
cannot predict what the interest rates will be. He went on to say that the annual budgetary
38 savings could be set aside and then sink out the final maturities and backfill those and pay
it down. The average annual debt service the city is currently paying on the bonds is
40 about \$660,000 and with the proposed structure in the next budget year (current fiscal
year) would show closer to \$190,000 in budgetary savings and would then go down to
42 around \$65,000 annually in budgetary savings. They can structure around this depending
on the desires of the Council and if the budgetary relief is the motivating reason. The
44 reason the direct placement has such an advantage is that the cost of issuance is so much
lower.

46 Mr. Burningham stated this come down to a question of can we wait or do we
wait until 2018, then there is really no guarantee that there is any benefit in terms of the

2 refunding; in order to do that we would have to be comfortable with the idea that there is
4 some interest rate risk. Mr. Burningham pointed out that traditionally cities have looked
6 more to fixed rate transactions because it is easier to budget around. Long term and short
8 term variable rate interest has been a very cost effective way to finance capital projects,
10 but it does have some interest rate exposure. He stated that this issue has the 10 years
12 fixed and provides plenty of opportunity to pay off the backside with savings as well as
14 restructure or refinance options. He is not sure that waiting until 2018 would find
16 ourselves with a lot of opportunity to reduce interest; that is really the only compelling
18 reason to bring this forward at this point for something to consider. There was then some
20 general discussion between Mr. Burningham and the Council regarding this issue.

22 Mr. Cowie explained that the Council had previously passed the authorization to
24 allow us to move forward with the refunding on the bond but this was a different shift
26 from what was discussed. If the Council feels comfortable with the level of risk that
28 could be involved then we will continue to pursue it and get the finalized set of
30 projections to the Council to evaluate it or if the Council chooses this can be postponed.

32 Mr. Burningham stated that he will get the prepared analysis and additional
34 information to Mr. Cowie to disseminate it to the Council to review, evaluate and analyze
36 and determine what they would like to do. Mr. Burningham mentioned that Lindon City
38 has a very good credit profile and a stellar credit rating with high wealth characteristics in
40 the community. Lindon also has a good tax base and a solid sales tax per capita with one
42 of the better rated communities of its size nationally. He noted they would be watchful to
44 ensure that the high credit rating the city has earned will not be impaired.

46 Mr. Burningham then mentioned the 700 North CDA. Mr. Burningham
distributed a handout to the Council at this time. He noted they have been working on
this issue for several months and noted it has been a frustrating process. They have
decided that it reveals that there is some political maneuvering at the Alpine School
District and noted the Orem had a project that went right through with Lindon's project
sitting for multiple months, and it seems Lindon hasn't been given the same
consideration; they are trying to determine where to go from here. He noted that all of the
other taxing entities have signed the interlocal agreement at the level of participation
requested.

Mr. Burningham stated they have gone through many discussions and
negotiations with Alpine School District with most of the discussion at a staff level that
has not given them due process. The District came back recently and indicated that their
board will not approve so they will not take it to the full board. He pointed out that Orem
City asked for 65% participation from the School District and they got it. Lindon asked
for 50% and was negotiated down to 20%. Lindon's budget is half of what Orem had
asked for and they approved Orem City at a much higher percentage level for a retail
project; he is having a hard time rationalizing why Lindon would at least have the
opportunity to be in front of their board. He is saying this is odd where they just approved
Orem City. Mr. Cowie inquired if the proposed Ivory development is part of the CDA.
Mr. Burningham confirmed it is part of the CDA. He mentioned that Alpine School
District had indicated they didn't want any residential included. There was then some
lengthy discussion regarding this issue.

Mayor Acerson stated he would like to schedule a meeting with Rob Smith at
Alpine School District and lobby each board member and let them know we will be going

2 to the next step. Mr. Cowie stated that he will schedule a meeting with himself, Rob
 4 Smith, Mayor Acerson and Mr. Burningham. Mr. Cowie noted there will be further
 discussion with the Council regarding this issue.

6 Mayor Acerson called for any further comments or questions from the Council.
 Hearing none he moved on to the next agenda item.

8 **8. COUNCIL REPORTS:**

10 **Councilmember Powell** – Councilmember Powell reported that the Community Center
 12 Advisory Board movie night is coming up. She noted that she has not worked with the
 new CCAB member as yet but there will be another meeting in February.
 14 Councilmember Powell inquired if the financials will be updated on google drive. Mr.
 Cowie stated that they will be updating the financials soon. Councilmember Powell stated
 16 the she would encourage everyone to review the check run. Mr. Cowie added that
 signing the checks is no longer a required process. Councilmember Powell mentioned
 18 some thoughts about snow removal and cars on the roads. She noted that she talked to a
 snowplow driver and he indicated that they know the streets and are aware of those
 residents who are prone to leaving cars on the streets.

20 **Councilmember Bean** – Councilmember Bean mentioned the vacancy on the planning
 22 commission. He noted that representation from the west side would be beneficial.

24 **Chief Cullimore** – Chief Cullimore reported that the opt-in sign up for the new
 Everbridge system has started and he would encourage everyone to sign up. He also
 26 reported that the Police Department now have body cameras and they are working out the
 bugs and they will be providing some training. Chief Cullimore also reported that the
 28 holidays were quiet with no major issues which is good.

30 **Councilmember Hoyt** – Councilmember Hoyt nothing to report at this time.

32 **Councilmember Broderick** – Councilmember Broderick reported they are close on the
 plans for the cemetery building. He also mentioned a water issue that was brought up to
 34 him by Allen College noting that Mr. College would like to talk about this issue and the
 fence separating his property from the cemetery. Mr. Cowie stated they have had several
 36 discussions on the water issue with Mr. College but will be happy to have more
 discussion.

38 **Councilmember Lundberg** – Councilmember Lundberg nothing to report at this time.

40 **Mayor Acerson** – Mayor Acerson reported that the MAG and COG meetings have been
 42 cancelled for the month. He also reported the Outreach meeting is coming up and he
 should be able to attend. He also mentioned that Legislative Day is coming up and
 44 everyone is invited to attend.

46 **Administrator's Report:**

Mr. Cowie reported on the following items followed by discussion.

2 **Misc. Updates:**

- 4 • December City newsletter.
- 6 • UTOPIA update – Wayne Pyle met with him and the Mayor several weeks ago. He explained a proposal to be able to opt out and step aside from Utopia.
- 8 • Everbridge Emergency Notification System: sign-up available to the public on January 5th. He noted that links will be provided on the city web site and in newsletter. He would ask the council to please promote the program.
- 10 • Claims updates on the Flygare and Dexter claims. He noted that he and Chief Cullimore will be attending the litigation.
- 12 • Misc. Items.

12 **Upcoming Meetings & Events:**

- 14 • Newsletter Assignment: Councilmember Hoyt - March newsletter article. *Due by last week in February.*
- 16 • January 1st – City offices closed.
- 18 • February 10th – Engineering Coordination Meeting at noon at Public Works: Mayor Acerson and Councilmember Broderick will attend.

20 **Future items:**

- 22 • Employee Policy Manual updates.

24 Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion to adjourn.

26 **Adjourn –**

28 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
30 AT 11:30 PM. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

32 Approved – January 20, 2015

34
36 _____
Kathryn Moosman, City Recorder

38
40 _____
Jeff Acerson, Mayor

Item 4 – Consent Agenda – *(Consent agenda items are only those which have been discussed beforehand and do not require further discussion)*

- No Items.

Item 5 – Open Session for Public Comment *(For items not on the agenda)*

6. Public Hearing — Ordinance Amendment, LCC 17.32.320 Flag Lots*(20 minutes)*

Rick Chatwin requests approval of an amendment to LCC 17.32.320 Flag lots. The proposed amendment would modify flag lot setback requirements to reflect typical setback requirements for standard lots in the R1 Single Family Residential zone (front/rear – 30 feet; side – 10 feet).

See attached information from Planning Director, Hugh Van Wagenen.

Public Hearing — Ordinance Amendment, LCC 17.32.320 Flag lots

Rick Chatwin requests approval of an amendment to LCC 17.32.320 Flag lots. The proposed amendment would modify flag lot setback requirements to reflect typical setback requirements for standard lots in the R1 Single Family Residential zones (front/rear – 30 feet; side – 10 feet).

Applicant: Rick Chatwin
Presenting Staff: Jordan Cullimore

Zones Affected: R1 Single Family Residential (R1-12, R1-20)

Type of Decision: Legislative
Council Action Required: Yes
Planning Commission Recommendation: Leave side yard setbacks at 20 feet. Modify rear yard setbacks from 50 feet to 30 feet. Modify building height maximum from 25 feet to 35 feet.

SUMMARY OF KEY ISSUES

- Whether it is in the public interest to approve the proposed amendment.

MOTION
I move to (*approve, deny, continue*) of the proposed ordinance amendment to 17.32.320 (*as requested by the applicant, rear yard setback 30 feet side yard setback 10 feet as recommended by the Planning Commission, rear yard setback 30 feet side yard setback 20 feet height limit 35 feet with changes*).

DISCUSSION & ANALYSIS

The Planning Commission and City Council have authority to approve flag lots when certain criteria, identified in LCC 17.32.320, are satisfied. When the existing flag lot ordinance was passed, the City Council and Planning Commission at the time of passage expressed concerns that dwellings on flag lots could invade on the privacy of neighboring dwellings because flag lots are typically situated behind standard lots. In administering the ordinance, staff has observed that the more restrictive setback requirements do not appear to be necessary to preserve a reasonable level of privacy on neighboring lots. Typical setbacks applied to flag lots would provide neighboring lots with the same space between dwellings that standard lots enjoy, and it would afford flag lot owners less restrictive buildable areas.

The present applicant, Rick Chatwin, would like to create a flag lot at approximately 200 South and 400 West in Lindon, but the more restrictive setbacks will make it difficult for him to situate his home the way he would like to on the lot. Consequently, he is requesting that setback requirements on flag lots be modified to reflect the setback requirements on standard lots in the R1 Single Family Residential Zone.

The current flag lot ordinance has the following setback requirements:

- Front: 30 feet
- Rear: 50 feet
- Side: 20 feet

Standard setback requirements in the R1 Single Family Residential Zone are as follows:

- Front: 30 feet
- Rear: 30 feet
- Side: 10 feet

Planning Commission Recommendation

The Planning Commission recommended the following setbacks to the Council:

Front: 30 feet

Rear: 30 feet

Side: 20 feet

The discussion at Planning Commission centered mostly on the side yard setback. There was a concern that if the side yard were only the typical 10 feet, then an adjacent property owner with a large, deep lot would potentially not only have a home within 10 feet of the property line in the front, but also have home within 10 feet of the property line overlooking their backyard. The Commission was not comfortable encroaching that closely on the back yard privacy of a neighbor and kept the side yard setback requirement to 20 feet.

Modifying the rear yard setback from 50 feet to 30 feet was seen to have minimal effect on adjacent property owners as a minimum distance of 60 feet between any primary dwellings would still be maintained as rear yards abut one another.

Also, at that meeting Staff recommended that the Planning Commission and City Council consider adjusting the height requirement on flag lots. The City Council, at the time the existing ordinance was passed, restricted the height of dwellings on flag lots to 25 feet. The Commission and Council may consider adjusting this requirement to reflect the height requirement of dwellings (35 feet) on typical residential lots for reasons similar to those previously discussed (it likely will not adversely affect adjacent standard lots, and it will allow flag lot owners greater flexibility). An example was shown of a two-story home on a flag lot that meets the 25 foot height limit, but has an unusual roof pitch in order to satisfy the requirement. The Planning Commission felt that the 25 foot height limit makes for odd looking roofs without substantially protecting the privacy of neighbors. **Therefore, the Commission recommended changing the height limit to 35 feet on flag lots.**

MOTION

I move to (*approve, deny, continue*) of the proposed ordinance amendment to 17.32.320

(*as requested by the applicant,*

rear yard setback 30 feet

side yard setback 10 feet

as recommended by the Planning Commission,

rear yard setback 30 feet

side yard setback 20 feet

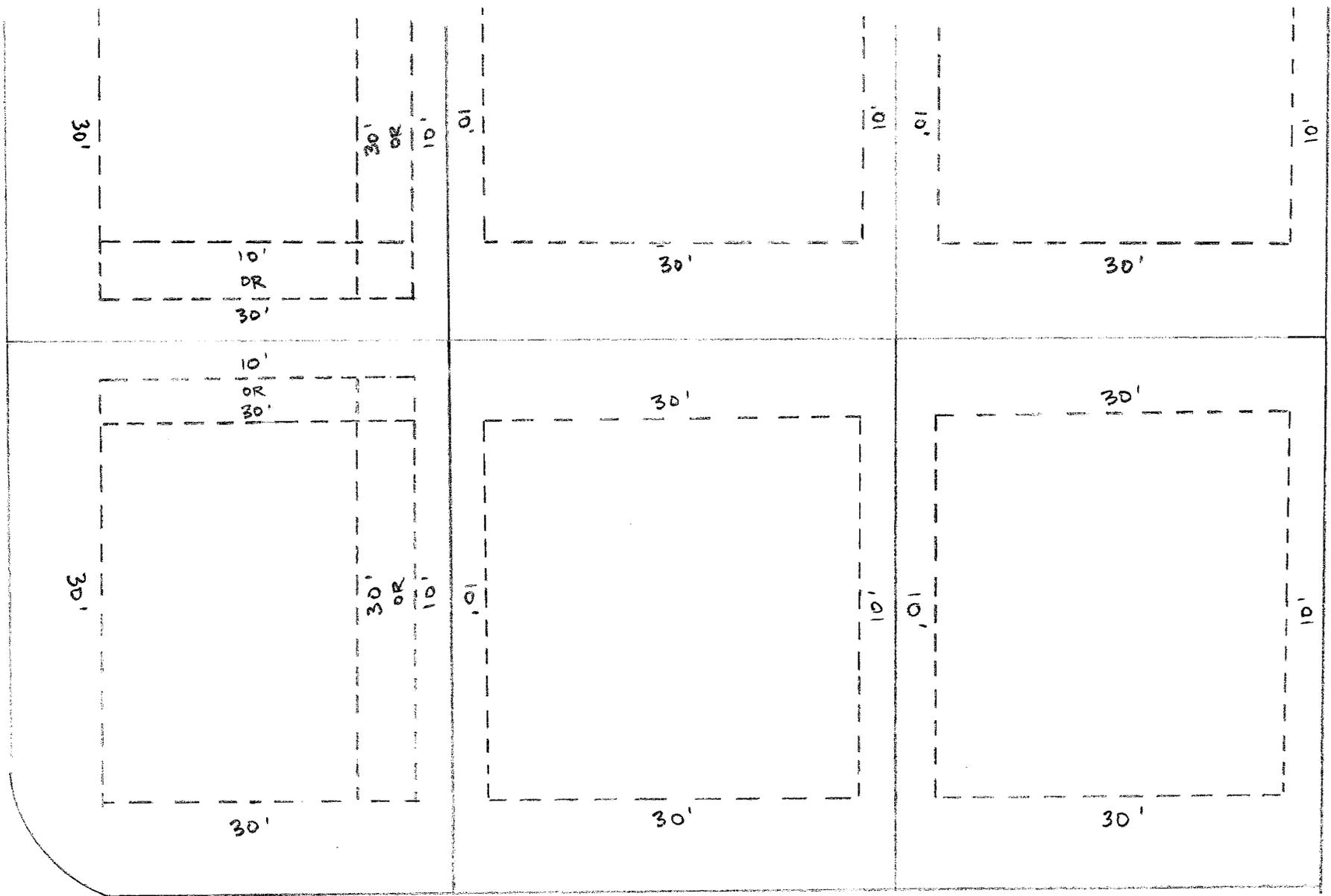
height limit 35 feet

with changes).

ATTACHMENTS

1. Example Setback Comparisons
2. Chatwin Preliminary Site Plan
3. Proposed amendment

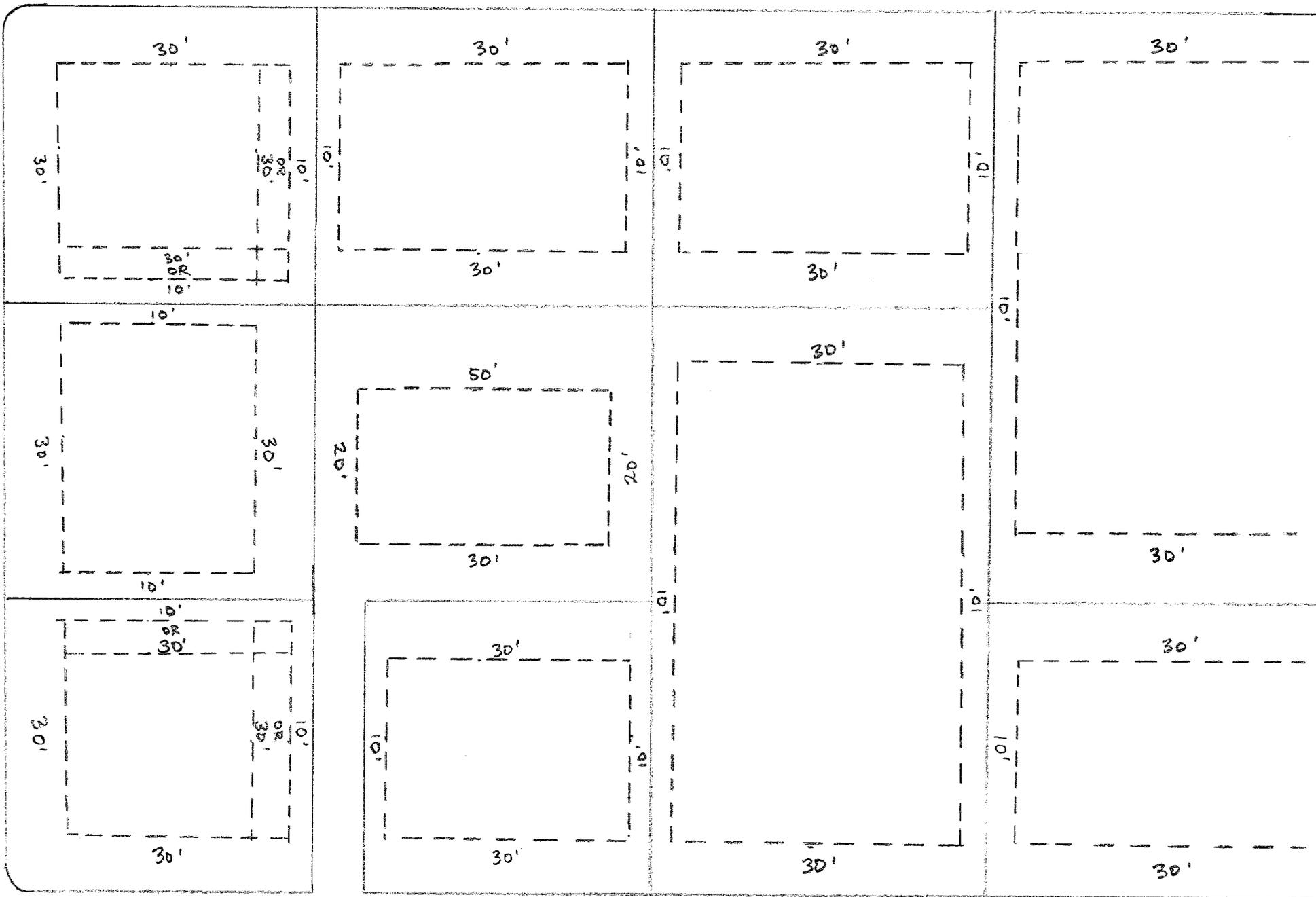
STREET



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ORDINANCE NO. 2015-01-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING SECTION 17.32.320 OF THE LINDON CITY CODE TO MODIFY FLAG LOT SETBACK REQUIREMENTS TO REFLECT STANDARD SETBACK REQUIREMENTS IN THE R1 SINGLE FAMILY RESIDENTIAL ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed amendment aids the General Plan Goal of maintaining the quality of existing and future neighborhoods; and

WHEREAS, the proposed amendment aid the General Plan Goal of channeling future development into areas that can be efficiently and effectively served by public infrastructure and facilities; and

WHEREAS, the Lindon City Planning Commission has recommended approval of an amendment to section 17.32.320 of the Lindon City Code; and

WHEREAS, a public hearing was held on January 13, 2015, to receive public input and comment regarding the proposed amendment; and

WHEREAS, no adverse comments were received during the hearing; and

WHEREAS, the Council held a public hearing on January 20, 2015 to consider the recommendation and no adverse comments were received.

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

SECTION I: LCC 17.32.320 of the Lindon City Code is hereby amended to read as follows:

Section 17.32.320 Flag lots

1. Purpose: Flag lots are intended to allow reasonable utilization of property that has sufficient acreage for development, but lacks the required street frontage. Flag lots may be considered on parcels where the extension of public streets cannot or should not be extended due to the disruption of sensitive lands and natural features, or potential of significant impacts to the surrounding neighborhood that would be caused by a public street. Although standard frontage requirements and public roadways are encouraged, the intent of this ordinance is to allow flag lots if the development is the most harmonious to the existing subdivision layout and/or is the least disruptive configuration for the neighborhood. Additionally, flag lots may be considered for properties that have topographic constraints, off lot configuration, constraints caused by the built environment, etc., for which access by a public road is not feasible. It is not the intent of this ordinance to promote flat lots in order to merely 'maximize' the number of potential lots within a subdivision or to alleviate subdividing hardships that are self imposed.
2. Flag lots are only permitted when one of the following two circumstances exists:
 - a. At the time of application, development using standard public streets is not possible. The property has specific constraints that limit access, public street frontage, and/or construction of a standard public roadway. These abnormal constraints may be restrictive topography, constraints caused by built environment, irregular lot configuration, ownership limitations, environmental constraints such as wetlands, springs, ditches, or canals, etc.

- 52 b. Development using standard public streets is possible, but not in the best
53 interest of the public.

54 In order to demonstrate that this circumstance exists, the applicant shall provide
55 conceptual development plans showing the development with and without the proposed
56 flag lot that demonstrates that each of the following characteristics is present:

- 57 a. The design of the flag lot is harmonious and compatible with the configuration of
58 the overall subdivision and/or neighborhood and will not adversely affect the
59 living environment of the surrounding area.
- 60 b. Standard public street construction would cause disruption to the neighborhood
61 in a significant physical or aesthetic manner, therefore making the flag lot access
62 preferable to a public street.
- 63 c. Development of the flag lot will decrease public infrastructure while still providing
64 in-fill development and efficient use of the land that is compatible with Lindon City
65 development standards.
- 66 3. Assuming an application meets the criteria in #2 above, no more than one flag lot shall
67 be permitted at the time of an initial subdivision application unless, at their sole
68 discretion, the Planning Commission and City Council determine that additional flag lots
69 within a development provide for the most compatible overall design within a
70 neighborhood. As stated in the 'purpose' of this ordinance, it is not the intent of the City
71 to promote flag lots in order for developers to merely 'maximize' the number of potential
72 lots within a subdivision.
- 73 4. A flag lot must be a minimum of 20,000 square feet, and the remaining parcel from
74 which the flag was created must meet or exceed the minimum lot area requirements of
75 the zone in which it is located. The square footage calculation of such lots shall not
76 include the area of any driveway access (flag pole) for the flag lot.
- 77 5. Frontage, driveway and development procedures apply as follows:
- 78 a. The lot shall have at least 25 feet of frontage on a dedicated public street, which
79 frontage serves as access only to the subject lot. The 25 foot width shall be
80 maintained for the full length of the 'flag pole' portion of the platted lot.
- 81 b. Prior to recording the subdivision plat, the developer shall post a bond with the
82 City to cover installation of the driveway and utilities to the end of the 'flag pole'
83 portion of the lot.
- 84 c. Prior to issuance of a building permit for a dwelling on the flag lot, installation of
85 road base for the driveway and utilities shall be installed to at least the end of the
86 'flag pole' portion of the lot.
- 87 d. The driveway serving the flag lot must have a surface traversable by a fire truck
88 that is at least 20 feet wide, of which 16 feet must be paved with a hard surface
89 prior to the issuance of a Certificate of Occupancy for the proposed dwelling.
90 Where a fire hydrant is located along the 'flag pole' portion of the lot the width of
91 the lot adjacent to the fire hydrant must be 31 feet wide (rather than 25 feet
92 wide), and the surface traversable by a fire truck must be at least 26 feet wide
93 (rather than 20 feet wide).
- 94 e. Prior to issuance of a Certificate of Occupancy for a dwelling on a flag lot, the
95 edges of the driveway area (flag pole) that are not paved shall be landscaped
96 and properly maintained. Such landscaping shall not hinder emergency vehicle
97 access to the property.
- 98 f. An adequate emergency vehicle turn-around at the end of the driveway shall be
99 constructed as approved by the Fire Chief. An accessible fire hydrant shall be
100 located within 200 feet of any dwelling on the flag lot. Possible adverse impacts
101 of excessive driveway lengths shall be considered by the Planning Commission,
102 City Council, and emergency services.

- 103 g. No parking or storage of any kind shall be allowed on the designated driveway.
 104 | h. A flag lot driveway shall not serve more than one lot, and shall have no more
 105 | than one dwelling unit and an accessory apartment per lot. Other than accessory
 106 | apartments, R2 Overlay projects are not permitted on flag lots.
 107 | i. Adjoining lots shall not be permitted to have access from a flag lot driveway.
 108 | 6. Construction of residences and accessory buildings on flag lots shall be limited to a
 109 | maximum building height of ~~35~~25 feet from finished grade. Building height restrictions
 110 | shall be noted on the subdivision plat.
 111 | 7. In order to further regulate the height of proposed structures, fill at the perimeter of
 112 | buildings on the flag lot shall be limited to no more than 4 feet above the street grade
 113 | from which the property has access. Properties that have a pre-existing grade that is
 114 | higher than 4 feet above the street level are exempted from this fill limitation. The
 115 | Planning Director and City Engineer may waive or modify the 4 foot 'fill limitation' in
 116 | specific instances where the fill limitation is found to be overly burdensome to the
 117 | property owner (ex., the limited fill would prohibit utility connections to the dwelling, or
 118 | the limited fill creates drainage problems that can't be reasonably mitigated, etc.).
 119 | 8. The address of the dwelling on the flag lot shall be clearly displayed and visible from the
 120 | public road and shall be maintained in a way to differentiate the flag lot from any
 121 | adjacent properties.
 122 | 9. Setbacks for the residence on the flag lot shall be defined as follows: Front yard setback
 123 | shall be 30 feet, rear yard setback shall be ~~30~~50 feet, and side yard setbacks shall be 20
 124 | feet on each side yard of the dwelling unit. Minimum setbacks shall be noted on the
 125 | subdivision plat.
 126 | 10. For purposes of determining the setbacks of the flag lot, the front property line shall be
 127 | the nearest line that is most parallel with the street from which the driveway accesses.
 128 | Orientation of the dwelling is not regulated.
 129 | 11. Accessory structures for flag lots may be permitted in accordance with applicable section
 130 | of the Lindon City Code, but shall be limited to 25' maximum height. No accessory
 131 | buildings shall be permitted on the 'flag pole' portion of the driveway of the flag lot.
 132 | 12. Flag lots shall only be permitted in the R1-12 and R1-20 zones.
 133 | 13. Unless otherwise approved by the Planning Commission and City Council, all flag lot
 134 | driveway access points on a public road must have at least two legal parcels located
 135 | between any other flag lot driveway on the same side of the street. Flag lots may only be
 136 | adjacent to each other if the flag lots ~~w~~are accessed from different roadways or at least
 137 | two legal parcels are located between any other flag lot driveway on the same side of
 138 | the street.
 139 | 14. In addition to the minimum requirements above, the Planning Commission and City
 140 | Council may impose additional conditions on flag lots includ~~ing~~ing, but not limited to, the
 141 | following;
 142 | a. Fencing and screening requirements.
 143 | b. Installation of one or more fire hydrants or other safety related items.
 144 | c. Installation of curb and/or gutter along private drives.
 145 | d. Other conditions that increase the compatibility of the proposed project with
 146 | existing conditions and surroundings.
 147 | 15. Due to the typical nature of flag lots being created from long, deep parcels, flag lots are
 148 | exempted from any width-to-depth ratio requirements.
 149 | | Ord 2015-XX, amended XX/XX/2015; Ord 2008-2, amended 02/21/2008, (Ord 2007-10,
 150 | amended 10.02/2007, Ordinance 2006-8, adopted 10/05/2006, Ord. 2002-12, 05/07/2002; Ord.
 151 | 2001-8, 2001; Prior No. 99-14, 2000)
 152 |

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

157
158 **SECTION III:** Provisions of other ordinances in conflict with this ordinance and the provisions
159 adopted or incorporated by reference are hereby repealed or amended as provided herein.

160
161 **SECTION IV:** This ordinance shall take effect immediately upon its passage and posting as
162 provide by law.

163
164 PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this
165 _____ day of _____, 2015.

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169 _____
170 Jeff Acerson, Mayor

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174 ATTEST:
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176 _____
177 Kathryn A. Moosman,
178 Lindon City Recorder

179
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181 SEAL

7. Public Hearing — Ordinance Amendment, Lindon City Standard Land Use Table (15 minutes)

Lindon City requests approval of an amendment to the Lindon City Standard Land Use Table. The proposed amendment would establish *legal services* as a permitted use in the Research & Business (R&B) zone.

See attached information from Planning Director, Hugh Van Wagenen.

Public Hearing — Ordinance Amendment, Lindon City Standard Land Use Table

Staff requests approval of an amendment to the Lindon City Standard Land Use Table. The proposed amendment would establish legal services as a permitted use in the Research & Business (R&B) zone.

| | |
|---|--|
| <p>Applicant: Lindon City Staff Presenting Staff: Jordan Cullimore</p> <p>Zones Affected: Research & Business (R&B)</p> <p>Type of Decision: Legislative Council Action Required: Yes Planning Commission Recommendation: Approve with no changes/conditions.</p> | <p><u>SUMMARY OF KEY ISSUES</u></p> <p>1. Whether it is in the public interest to approve the proposed amendment.</p> <p><u>MOTION</u></p> <p>I move to (<i>approve, deny, continue</i>) of the proposed ordinance amendment to the Lindon City Standard Land Use Table (<i>as presented, with changes</i>).</p> |
|---|--|

SUMMARY

A law firm recently applied for a business license to operate in the R&B zone, at which time staff discovered that legal services is not a permitted use in the R&B zone. Staff has determined that designating legal services as a non-permitted use in the R&B zone was an unintended oversight, as legal services appears to be a compatible use with other permitted business and professional offices uses in the R& B zone.

The stated purpose of the R&B zone is to “provide an aesthetically attractive working environment exclusively for and conducive to the development and protection of *offices* [emphasis added], research and development institutions, and certain specialized assembling and packaging uses as a secondary use to the primary function of the building.”

Consequently, staff is recommending that legal services be designated as a permitted use in the R&B zone.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission had no concerns with the proposal and recommended to approve with no conditions.

MOTION

I move to (*approve, deny, continue*) the proposed ordinance amendment to the Lindon City Standard Land Use Table (*as presented, with changes*).

ATTACHMENTS

1. Proposed amendment

ORDINANCE NO. 2015-02-O

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AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE LINDON CITY STANDARD LAND USE TABLE OF THE LINDON CITY CODE TO DESIGNATE LEGAL SERVICES AS A PERMITTED USE IN THE RESEARCH AND BUSINESS (R&B) ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed amendment aids the General Plan Goal of promoting Lindon as a high quality businesses environment; and

WHEREAS, the Lindon City Planning Commission has recommended approval of the amendment to the Standard Land Use Table of the Lindon City Code; and

WHEREAS, a public hearing was held on January 13, 2015 to receive public input and comment regarding the proposed amendment; and

WHEREAS, no adverse comments were received during the hearing; and

WHEREAS, the Council held a public hearing on January 20, 2015 to consider the recommendation and no adverse comments were received during the hearing.

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 Standard Land Use Table of the Lindon City Code is hereby amended to read as follows:

STANDARD LAND USE TABLE BY ZONE

| Parking Group | Permitted Primary Uses | Residential | Mixed Rec. | | Commercial | | | | | | | Industrial | | R&B |
|---|--|--------------------|------------|-------|------------|------|----|------|-------|------|----|------------|----|-----|
| | | (R1-12, R1-20, R3) | RMU-W | RMU-E | PC-1 | PC-2 | CG | CG-A | CG-A8 | CG-S | MC | HI | LI | |
| 6500 | Veterinarian Services, Animal Hospitals - small animals only | N | C | N | N | N | C | C | C | C | C | N | C | N |
| 6500 | Veterinarian Services, Animal Hospitals - large animals | N | C | N | N | N | N | N | N | N | N | N | C | N |
| 6500 | Legal Services | N | N | N | P | N | P | P | P | P | P | N | P | N/P |
| 6500 | Engineering & Architectural | N | N | N | P | N | P | P | P | P | P | N | P | P |
| 6500 | Educational & Scientific Research | N | N | N | P | N | P | P | P | P | P | N | P | P |
| 6500 | Accounting, Auditing & Bookkeeping | N | N | N | P | N | P | P | P | P | P | N | P | P |
| 6500 | Urban Planning | N | N | N | P | N | P | P | P | P | P | N | P | P |
| 6500 | Auction Services - Indoor Only | N | N | N | N | N | P | P | P | P | P | N | P | N |
| 6500 | Family & Behavioral Counseling | N | N | N | N | N | P | P | P | P | P | N | N | P |
| 6500 | Genealogical - Family History Services | N | N | N | N | N | P | P | P | P | P | N | N | P |
| 6500 | Interior Design | N | N | N | N | N | P | P | P | P | P | N | P | P |
| 6600 | Building Construction - General Contractor, Office & Storage | N | N | N | N | N | N | N | N | N | C | N | P | N |
| 6600 | Landscaping Service, Office & Storage | N | N | N | N | N | N | N | N | N | C | N | P | N |
| 6800 | Private Primary & Secondary Schools | C | N | N | N | N | C | C | C | C | C | N | C | N |
| 6800 | Universities & Colleges | N | N | N | N | N | C | C | C | C | C | N | C | C |
| 6800 | Professional & Vocational Schools | N | N | N | N | N | C | C | C | C | C | N | C | C |
| 6800 | Martial Arts Studios | N | N | N | N | N | P | P | P | P | P | N | P | N |
| 6800 | Barber & Beauty Schools | N | N | N | N | N | P | P | P | P | P | N | N | N |
| 6800 | Art & Music Schools | N | N | N | N | N | P | P | P | P | P | N | P | C |
| 6800 | Dancing, Tumbling, and Gymnastics Schools | N | N | N | N | N | P | P | P | P | P | N | P | C |
| 6800 | Driving Schools | N | N | N | N | N | P | P | P | P | P | N | P | N |
| 6911 | Churches, Synagogues & Temples | C | C | C | N | N | N | N | N | N | C | N | N | C |
| 6800 | Adoption Agencies | N | N | N | N | N | P | P | P | P | P | N | N | P |
| 6800 | Professional Members Organizations | N | N | N | N | N | N | N | N | N | P | N | C | P |
| 6800 | Labor Unions & Similar Labor Organizations | N | N | N | N | N | N | N | N | N | P | N | C | P |
| 6800 | Civic, Social & Fraternal Associations | N | N | N | N | N | N | N | N | N | P | N | C | P |
| PUBLIC ASSEMBLIES & AMUSEMENTS | | | | | | | | | | | | | | |
| 7100 | Libraries | N | N | N | N | N | P | P | P | P | P | N | N | N |
| 7100 | Museums | N | N | N | P | P | P | P | P | P | P | N | N | P |
| 7100 | Art Galleries | N | N | N | P | P | P | P | P | P | P | N | N | P |
| 7100 | Planetaria, Aquariums, Botanical Gardens, & Arboretums | N | C | N | N | N | P | P | P | P | P | N | N | C |

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

55
56 **SECTION III:** Provisions of other ordinances in conflict with this ordinance and the provisions
57 adopted or incorporated by reference are hereby repealed or amended as provided herein.

58
59 **SECTION IV:** This ordinance shall take effect immediately upon its passage and posting as
60 provide by law.

61
62 PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this
63 _____ day of _____, 2015.

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67 _____
68 Jeff Acerson, Mayor

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72 ATTEST:
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74 _____
75 Kathryn A. Moosman,
76 Lindon City Recorder

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79 SEAL

(UT Oct2013)
 Account #:54801916.002
 Service ID #:518308078.001
 Monthly

Carolyn DeLeeuw
 C/C: 11421
 Request #: 5974308
 Contract #:

**GENERAL SERVICE CONTRACT
 (1000 KW OR LESS)
 between
 ROCKY MOUNTAIN POWER
 and
 LINDON CITY**

This General Service Contract ("Contract"), dated December 11, 2014, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **LINDON CITY** ("Customer"), for electric service for Customer's sewer lift operation at or near 2400 West 200 North, Lindon, Utah.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 33 kW (diversified, based on Customer's submitted load prior to the signing of this Contract) unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$4,520.24 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$21,982.76, and the **balance due is \$21,982.76**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date the Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is**

responsible for requesting a refund within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$21,732.76.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$109.49 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service, and year to year thereafter.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the remaining Contract Minimum Billing for the remainder of the five year term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the Customer signature date given on page five (5), then Company may unilaterally terminate this Contract. If Company has not installed Improvements, then such termination of this Contract shall not be treated as a Customer default and Customer shall not be responsible for paying the Contract Minimum Billing for the five (5) year term, only Customer's advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within said one-hundred fifty (150) days, then the failure of Customer being ready to receive service from Company may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for the five (5) year term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Special Provisions:** None

9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute.

Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Regulations, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including,

without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

LINDON CITY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

100 North State Street
ADDRESS

Lindon, UT 84042-1808-00
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By _____
signature

Lance D. Walker Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

70 North 200 East
ADDRESS

American Fork, UT 84003
CITY, STATE, ZIP

REV052314

Return to:
Rocky Mountain Power
Carolyn DeLeeuw
70 North 200 East
American Fork, UT 84003

Project Name: SHN16:LINDON CITY 3PH LNX TO SWR LIFT STA (LINDON CITY)
WO#: 5974308
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, LINDON CITY (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, (“Grantee”), an easement for a right of way **15** feet in width and **87** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

Legal Description: **COM N 2518.64 FT & W 3797.8 FT FR SE COR. SEC. 31 T5S R2E SLB&M.; S 0 DEG 5' 0" W 65.13 FT; N 89 DEG 52' 3" W 86.79 FT; N 0 DEG 7' 57" E 65.13 FT; S 89 DEG 52' 3" E 86.73 FT TO BEG. AREA 0.130 AC.**

Assessor Parcel No. **14:058:0012**

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

LINDON CITY GRANTOR

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

PROPERTY DESCRIPTION

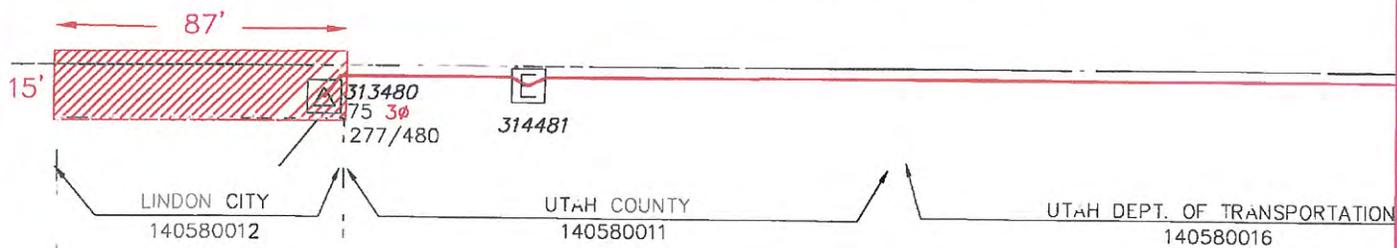


SECTION: SEC. 31, T5S, R2E, SLB&M

UTAH COUNTY, UTAH STATE

PARCEL #: 14:058:0011

200 NORTH, LINDON



LINDON CITY DEPT. STATION
2400 W 200 N, LINDON

CC #: 11421

WO #: 5974308

OWNER: UTAH COUNTY

AUTHOR: C. DELEEUE

10633

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE.

EXHIBIT A



SCALE: NONE

9. Review & Action — Amendment to City Administrator Agreement *(15 minutes)*

The City Administrator requests City Council review and action on an amended City Administrator Agreement allowing reduction of the City's 401k contribution obligation to the Administrator in order to be consistent with recent changes to employee compensation policies.

The City Administrator's current employment contract with Lindon City prohibits the City from reducing the 401k contribution made to the City Administrator below 4.5%. The Administrator requests that the Council amend the contract agreement to allow his 401k contribution to be adjusted and/or reduced just as other employees have experienced through recent compensation policy changes.

See attached amendment agreement outlining the specific section of the contract and desired wording changes.

Sample Motion: I move to (approve, deny, continue) the Amendment to City Administrator Agreement between Lindon City and Adam M. Cowie, with the following conditions:

AMENDMENT TO CITY ADMINISTRATOR AGREEMENT

An Amendment to City Administrator Agreement (the “Amended Agreement”), made and entered into on the 20th day of January, 2015, by and between Lindon City Corporation, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as “City”), and Adam M. Cowie, (hereinafter referred to as “Administrator”), both of whom understand as follows:

RECITALS

WHEREAS, the City hired Adam M. Cowie as the City Administrator on December 1, 2012 and updated the City Administrator Agreement on December 17, 2013; and

WHEREAS, on January 6, 2015 the City amended certain portions of the employee compensation policies including reductions to employee 401k retirement contributions; and

WHEREAS, the City Administrator Agreement prohibits the City from reducing the 401k retirement contributions for the Administrator; and

WHEREAS, it is the desire of the Administrator that the City Administrator Agreement be amended to allow the City to impose the same compensation policies related to 401k retirement contributions as has been done, or may be done in the future, to other employees; and

WHEREAS, the City and the Administrator are amenable to amend the agreement.

COVENANTS

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

1. **Amendment.** Section 9, Retirement, of the City Administrator Agreement is hereby amended to read as follows (underline = new wording; strike through = removed wording):

Section 9. Retirement

The City agrees to pay the Administrator’s participation in the City’s retirement program at the current percentage rate set by the State of Utah Retirement ~~office~~ Systems (URS), and ~~4.5% in will contribute to the Administrator’s State’s administered 401K program, according to adopted employee compensation policies as may be adjusted from time to time to be adjusted to any amended rate as applied to other management employees of the City, however in no case shall the 401K participation be reduced.~~

2. **Effect of Amendment.** All other provisions of the City Administrator Agreement dated December 17, 2013, except as specifically amended by this Amended Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, Lindon City Corporation through its Municipal Council has caused this Amended Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its City Recorder, and the Administrator has signed and executed this Amended Agreement, both in duplicate,

the day and year first above written.

LINDON CITY CORPORATION

Jeff Acerson, Mayor

ATTEST:

Kathryn A. Moosman, City Recorder

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the _____ day of _____, 2015, personally appeared before me, Jeff Acerson, who being duly sworn, did say that he, the said Jeff Acerson, is the Mayor of Lindon City Municipal Corporation of the State of Utah and that the foregoing instrument was signed in behalf of said corporation by authority of the City Council, and that the said Jeff Acerson acknowledged to me that said corporation authorized this action.

NOTARY PUBLIC

ADMINISTRATOR

Adam M. Cowie

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On the _____ day of _____, 2015, personally appeared before me, Adam M. Cowie, who being duly sworn, did say that he, the said Adam M. Cowie, is the City Administrator of Lindon City Corporation of the State of Utah and that the foregoing instrument was signed by him on this date.

NOTARY PUBLIC

10. **Council Reports:**

(20 minutes)

- | | |
|--|--------------------|
| A) MAG, COG, UIA, Utah Lake, ULCT, Budget Committee | - Jeff Acerson |
| B) Public Works, Irrigation/water, City Buildings | - Van Broderick |
| C) Planning, BD of Adjustments, General Plan, Budget Committee | - Matt Bean |
| D) Parks & Recreation, Trails, Tree Board, Cemetery | - Carolyn Lundberg |
| E) Administration, Com Center Board, Lindon Days, Chamber of Commerce | - Randi Powell |
| F) Public Safety, Court, Animal Control, Historic Commission, Budget Committee | - Jacob Hoyt |

II. Administrator's Report:

(20 minutes)

Misc Updates:

- January City newsletter: <http://siterepository.s3.amazonaws.com/442/january15final.pdf>
- Everbridge Emergency Notification System: sign-up available to the public on January 5th. Links will be provided on web site and in newsletter. Please promote sign-ups!!! Sign up here: <https://member.everbridge.net/index/892807736722443#/login>
- Schedule date for Budget Kick-Off meeting (Thursday, Feb 5th at 6:00pm)
- Misc. Items: Hugh - review Ivory development amenities

Upcoming Meetings & Events:

- Newsletter Assignment: **Jake Hoyt** - March newsletter article. *Due by last week in February.*
- Jan 19th – City Offices Closed for Martin Luther King, Jr Day
- Feb 10th – Engineering Coordination Mtg @ Noon at Public Works: **Mayor, Van, ???**
- Feb 16th – City Offices Closed for Presidents Day
- March 7th @ 6:00pm – Little Miss Lindon Pageant @ Oak Canyon Jr High
- City Wide Clean up: April 24th through May 1st

Future items:

- Employee Policy Manual updates

Adjourn

PC / CC Approved Projects - Working through final staff & engineering reviews (site plans have not been finalized - or plat has not recorded yet):

| | | |
|---|---|---|
| Stableridge Plat D | Tim Clyde – R2 Project | Old Station Square Lots 11 & 12 |
| AM Bank – Site Plan | Joyner Business Park, Lot 9 Site Plan | Lindon Harbor Industrial Park II |
| Lindon Gateway II | Freeway Business Park II | Lakeside Business Park Plat A |
| West Meadows Industrial Sub (Williamson Subdivision Plat A) | Keetch Estates Plat A | Green Valley Subdivision |
| Craig Olsen Site Plan | Reflections Recover Center | Noah's Life Subdivision |
| Long Orchard Subdivision | Planet Power Toys CUP | Lindon Springs Garden Minor Subdivision |
| Bishop Corner Plat B | Lexington Cove Major Subdivision | Kids Village Site Plan |
| Kids Village Plat Amendment | Pen Minor Subdivision | Coulson Cove Plat D |
| Zyto/Tams Office Buildings Site Plan | Olsen Industrial Park Minor Subdivision | |

| Board of Adjustment | | |
|---------------------|------------------|--------------|
| Applicant | Application Date | Meeting Date |
| | | |
| | | |

| Annual Reviews | | | | |
|---|------------------|---|--|--------------|
| APPLICATION NAME | APPLICATION DATE | APPLICANT INFORMATION | PLANNING COMM. | CITY COUNCIL |
| | | | DATE | DATE |
| Annual review - Lindon Care Center 680 North State Street (File # 05.0383.8) administrator@lindoncare.com | Existing use. | Lindon Care Center Manager: Christine Christensen 801-372-1970. | March 2015 Last Reviewed: 3/14 | N/A |
| <i>Annual review of care center to ensure conformance with City Code. Care center is a pre-existing use in the CG zone.</i> | | | | |
| Annual review of CUP - Housing Authority of Utah County - Group home. 365 E. 400 N. (File # 03.0213.1) lsmith@housinguc.org | Existing CUP | Housing Auth. Of Utah County Director: Lynell Smith 801-373-8333. | March 2015 Last Reviewed: 3/14 | N/A |
| <i>Annual review of CUP to ensure conformance with City Code. Group home at entrance to Hollow Park was permitted for up to 3 disabled persons.</i> | | | | |
| Heritage Youth Services - Timpview Residential Treatment Center. 200 N. Anderson Ln. (File # 05.0345) info@heritageyouth.com info@birdsevertc.com | Existing CUP | HYS: Corbin Linde, Lynn Loftin 801-798-8949 or 798-9077 | March 2015 Last Reviewed: 3/14 | N/A |
| <i>Annual review required by PC to ensure CUP conditions are being met. Juvenile group home is permitted for up to 12 youth (16 for Timp RTC) not over the age of 18.</i> | | | | |

| Grant Applications | |
|---|--|
| Pending | Awarded |
| Bikes Belong - Trail construction grant. Requested amount: \$10,000 o Status: NOT SELECTED FOR 2010. WILL RE-APPLY IN 2015. | MAG Bicycle Master Plan Study Awarded funds to hire consultant to develop bicycle master plan to increase safety and ridership throughout the city. |
| Land and Water – Trail construction grant. Requested amount: \$200,000 o Status: NOT SELECTED. RE-APPLY IN 2015. | EDC Utah 2014 — Awarded matching grant to attend ICSC Intermountain States Idea Exchange 2014. |
| Hazard Mitigation Grant / MAG Disaster Relief Funds- (pipe main ditch) | CDBG 2014 Grant – Senior Center Computer Lab (\$19,000) |
| FEMA Hazard Mitigation Grant – (pipe Main Ditch) | |
| | |
| | |

| Planning Dept - Projects and Committees | | | |
|---|---|----------------------------|--|
| On-going activities (2014 yearly totals) | Misc. projects | UDOT / MAG projects | Committees |
| Building permits Issued: 228 New residential units: 53 | 2010-15 General Plan implementation (zoning, Ag land inventory, etc.) | 700 North CDA | Utah Lake Commission Technical Committee: Bi-Monthly |
| New business licenses: 74 | Lindon Hollow Creek-Corps of Eng., ditch relocation | Lindon Bicycle Master Plan | MAG Technical Advisory Committee: Monthly |
| Land Use Applications: 64 Drug-free zone maps: 27 | Lindon Heritage Trail Phase 3 | | Lindon Historic Preservation Commission: Bimonthly |
| | | | |

| Lindon Calls for Service | | | | | | | | |
|----------------------------------|--|--|--|--|-----------------------------------|-----------------------------------|--|--------------------|
| Monthly Statistics - 2014 | | | | | | | | |
| | Engine 35 Responses in Lindon | Rescue 35 Responses in Lindon | Engine 35 Responses in Orem | Rescue 35 Responses in Orem | Mutual Aid - Engine 35 | Mutual Aid - Rescue 35 | Orem Sta. Responses in Lindon | Total Calls |
| <i>January</i> | 23 | 22 | 33 | 41 | 1 | 1 | 20 | 141 |
| <i>February</i> | 20 | 21 | 28 | 37 | 0 | 0 | 7 | 113 |
| <i>March</i> | 38 | 36 | 28 | 30 | 1 | 1 | 25 | 159 |
| <i>April</i> | 31 | 30 | 28 | 34 | 0 | 0 | 10 | 133 |
| <i>May</i> | 36 | 32 | 19 | 29 | 2 | 1 | 12 | 131 |
| <i>June</i> | 36 | 32 | 21 | 34 | 1 | 1 | 13 | 138 |
| <i>July</i> | 28 | 27 | 25 | 33 | 4 | 2 | 22 | 141 |
| <i>August</i> | 33 | 32 | 26 | 37 | 1 | 1 | 10 | 140 |
| <i>September</i> | 37 | 40 | 14 | 27 | 0 | 0 | 12 | 130 |
| <i>October</i> | 39 | 41 | 26 | 16 | 2 | 3 | 17 | 144 |
| <i>November</i> | 28 | 25 | 16 | 22 | 1 | 4 | 15 | 111 |
| <i>December</i> | 48 | 51 | 22 | 21 | 8 | 9 | 4 | 163 |
| | | | | | | | | |
| Total Calls | 397 | 389 | 286 | 361 | 21 | 23 | 167 | 1644 |

Orem Fire

Orem, UT

This report was generated on 1/6/2015 9:25:11 AM



Incidents for Zone for Date Range

Zone: Station 5 Lindon Response - Responses in Lindon Boundaries | Start Date: 12/01/2014 | End Date: 12/31/2014

| INCIDENT NUMBER | INCIDENT TYPE | DATE | LOCATION | APPARATUS |
|-----------------|--|------------|-------------------|---------------------------------|
| 2014-04916 | 321 - EMS call, excluding vehicle accident with injury | 12/03/2014 | 307 N 400 | E-35,R-35 |
| 2014-04937 | 322 - Motor vehicle accident with injuries | 12/05/2014 | MM275 I-15NB | E-33,R-33,R-35 |
| 2014-04942 | 321 - EMS call, excluding vehicle accident with injury | 12/05/2014 | 160 W 200 | E-35,R-35 |
| 2014-04944 | 321 - EMS call, excluding vehicle accident with injury | 12/06/2014 | 160 W 200 | E-35,R-35 |
| 2014-04953 | 321 - EMS call, excluding vehicle accident with injury | 12/06/2014 | 167 S 300 | E-35,R-35 |
| 2014-04958 | 321 - EMS call, excluding vehicle accident with injury | 12/06/2014 | 154 S 900 | E-35,R-35 |
| 2014-04969 | 321 - EMS call, excluding vehicle accident with injury | 12/07/2014 | 1975 N State ST | E-35,R-35 |
| 2014-04976 | 300 - Rescue, EMS incident, other | 12/08/2014 | 790 N 200 EAST ST | E-35,R-35 |
| 2014-04993 | 735 - Alarm system sounded due to malfunction | 12/08/2014 | 965 W 2000 | E-35,R-35 |
| 2014-04995 | 321 - EMS call, excluding vehicle accident with injury | 12/09/2014 | 680 N STATE ST | E-35,R-35 |
| 2014-05003 | 321 - EMS call, excluding vehicle accident with injury | 12/09/2014 | 149 N 835 | E-35,R-35 |
| 2014-05022 | 321 - EMS call, excluding vehicle accident with injury | 12/10/2014 | 778 N 40 | E-35,R-35 |
| 2014-05026 | 551 - Assist police or other governmental agency | 12/11/2014 | 500 S Geneva RD | R-35 |
| 2014-05028 | 321 - EMS call, excluding vehicle accident with injury | 12/11/2014 | 641 N 75 | E-35,R-35 |
| 2014-05032 | 611 - Dispatched & cancelled en route | 12/11/2014 | 55 S 100 | E-35 |
| 2014-05039 | 322 - Motor vehicle accident with injuries | 12/11/2014 | 230 N State ST | E-35,R-35 |
| 2014-05043 | 731 - Sprinkler activation due to malfunction | 12/11/2014 | 320 W 500 | E-35,R-35 |
| 2014-05044 | 322 - Motor vehicle accident with injuries | 12/12/2014 | 27401 I15NB | BC-33,E-35,R-33,R-35 |
| 2014-05050 | 322 - Motor vehicle accident with injuries | 12/12/2014 | 200 N State ST | BC-33,E-35,EX-33,R-31,R-32,R-35 |

Only REVIEWED incidents included.



emergencyreporting.com
Doc Id: 714
Page # 1

| INCIDENT NUMBER | INCIDENT TYPE | DATE | LOCATION | APPARATUS |
|-----------------|--|------------|---------------------------|------------|
| 2014-05068 | 321 - EMS call, excluding vehicle accident with injury | 12/13/2014 | 550 N 120 | E-35,R-35 |
| 2014-05084 | 554 - Assist invalid | 12/15/2014 | 528 W 200 | E-35,R-35 |
| 2014-05089 | 321 - EMS call, excluding vehicle accident with injury | 12/15/2014 | 114 S 1150 | E-35,R-35 |
| 2014-05117 | 321 - EMS call, excluding vehicle accident with injury | 12/17/2014 | 79 E 640 | E-35,R-35 |
| 2014-05171 | 321 - EMS call, excluding vehicle accident with injury | 12/21/2014 | 911 W 1670 | E-35,R-35 |
| 2014-05185 | 320 - Emergency medical service, other | 12/22/2014 | 528 W 200 | R-35 |
| 2014-05208 | 130 - Mobile property (vehicle) fire, other | 12/23/2014 | 125 S 1900 | BC-33,E-35 |
| 2014-05211 | 322 - Motor vehicle accident with injuries | 12/23/2014 | 585 N STATE ST | E-35,R-35 |
| 2014-05215 | 321 - EMS call, excluding vehicle accident with injury | 12/23/2014 | 62 S 1025 | E-35,R-35 |
| 2014-05222 | 321 - EMS call, excluding vehicle accident with injury | 12/24/2014 | 677 N STATE ST | E-35,R-35 |
| 2014-05223 | 322 - Motor vehicle accident with injuries | 12/24/2014 | 600 N STATE ST | E-35,R-35 |
| 2014-05224 | 321 - EMS call, excluding vehicle accident with injury | 12/24/2014 | 220 N MAIN ST | E-35,R-35 |
| 2014-05230 | 424 - Carbon monoxide incident | 12/24/2014 | 473 E Heather RD | E-35 |
| 2014-05232 | 321 - EMS call, excluding vehicle accident with injury | 12/24/2014 | 231 W 1820 | E-35,R-35 |
| 2014-05235 | 321 - EMS call, excluding vehicle accident with injury | 12/25/2014 | 1753 N GOLD RIVER DR | E-35,R-35 |
| 2014-05244 | 322 - Motor vehicle accident with injuries | 12/25/2014 | 27501 I-15 Northbound FWY | R-33,R-35 |
| 2014-05245 | 600 - Good intent call, other | 12/25/2014 | 528 W 200 ST | E-35,R-35 |
| 2014-05246 | 324 - Motor vehicle accident with no injuries. | 12/25/2014 | 555 S GENEVA RD | E-35,R-35 |
| 2014-05263 | 424 - Carbon monoxide incident | 12/26/2014 | 281 E 70 SOUTH ST | E-35,R-35 |
| 2014-05266 | 321 - EMS call, excluding vehicle accident with injury | 12/27/2014 | 1981 N 500 | E-35,R-35 |
| 2014-05274 | 321 - EMS call, excluding vehicle accident with injury | 12/28/2014 | 1790 N State ST | E-35,R-35 |
| 2014-05287 | 321 - EMS call, excluding vehicle accident with injury | 12/28/2014 | 953 E 25 | E-35,R-35 |
| 2014-05288 | 321 - EMS call, excluding vehicle accident with injury | 12/28/2014 | 1975 N State ST | E-35,R-32 |
| 2014-05291 | 322 - Motor vehicle accident with injuries | 12/29/2014 | 27301 I15 | E-33,R-33 |

Only REVIEWED incidents included.



| INCIDENT NUMBER | INCIDENT TYPE | DATE | LOCATION | APPARATUS |
|-----------------|--|------------|----------------------|-----------|
| 2014-05294 | 322 - Motor vehicle accident with injuries | 12/29/2014 | MM275 I-15 SB | E-33,R-33 |
| 2014-05305 | 321 - EMS call, excluding vehicle accident with injury | 12/29/2014 | 1975 N State ST | E-32,R-32 |
| 2014-05307 | 611 - Dispatched & cancelled en route | 12/29/2014 | 643 E 230 | E-35,R-35 |
| 2014-05311 | 611 - Dispatched & cancelled en route | 12/30/2014 | 55 S 500 | E-35 |
| 2014-05315 | 321 - EMS call, excluding vehicle accident with injury | 12/30/2014 | 1900 N 280 | E-35,R-35 |
| 2014-05320 | 321 - EMS call, excluding vehicle accident with injury | 12/30/2014 | 1740 N 720 | E-35,R-35 |
| 2014-05322 | 743 - Smoke detector activation, no fire - unintentional | 12/31/2014 | 615 W 250 | E-35,R-35 |
| 2014-05325 | 411 - Gasoline or other flammable liquid spill | 12/31/2014 | 535 S LINDON PARK DR | E-35 |

Total # Incidents: 51

Only REVIEWED incidents included.

