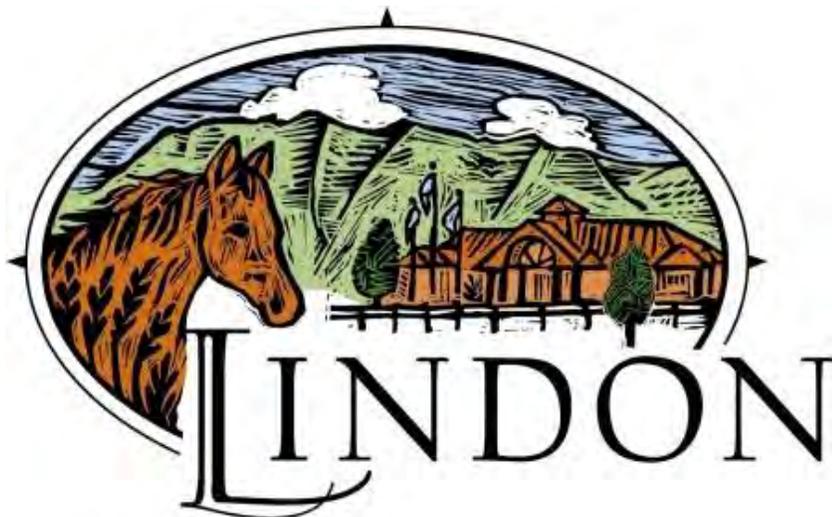


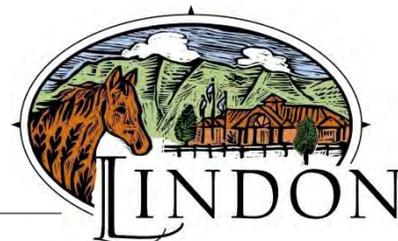
Lindon City Council Staff Report



The City of Lindon
Administration Department

March 4, 2014

Notice of Meeting of the Lindon City Council



The Lindon City Council will hold a regularly scheduled meeting beginning at **7:00 p.m.** on **Tuesday, March 4, 2014** 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:



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

Pledge of Allegiance: By Invitation
Invocation: Carolyn Lundberg

(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 from February 18, 2014** *(5 minutes)*
4. **Consent Agenda – No Items**
5. **Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*
6. **Review & Action — Appointment to the Lindon City Redevelopment Agency** *(5 minutes)*
This is a request by staff for the Council's formal action to appoint Council member Carolyn Lundberg to the Lindon City Redevelopment Agency (RDA) Board of Directors.
7. **Review & Action — 2014 Fireworks Restrictions (Resolution #2014-4-R)** *(15 minutes)*
This is a request by Chief Cody Cullimore for the City Council's formal action to review and possibly act to approve a resolution establishing a restriction on the use of fireworks in specific areas of the city.
8. **Review & Action — Utah County Storm Water Coalition (Resolution #2014-5-R)** *(15 minutes)*
This is a request for review and consideration of an interlocal agreement between Utah County and various other cities within the County who desire to jointly participate in compliance with their National Pollution Discharge Elimination System (NPDES) storm water permit requirements concerning public education and outreach.
9. **Review & Action — Easement & Construction Acquisition Agreement** *(15 minutes)*
This is a request for review and consideration of an Easement & Construction Acquisition Agreement between Lindon City and PacifiCorp to secure Lindon Heritage Trail right-of-way through the Lakeside Power Plant property.
10. **Discussion Item — Sewer Billing Options** *(45 minutes)*
The City Engineer, Mark Christensen, has previously met with the Council to discuss possible sewer billing options based on monthly meter readings versus averaging of water meter readings. Mr. Christensen will present recommendations after further consideration of various options for sewer billing. The Council will discuss options and provide direction to Staff on whether to bring the issue forward as a future Fee Schedule amendment.
11. **Council Reports:** *(20 minutes)*
 - A) MAG, COG, UIA, Utah Lake, ULCT, Budget Committee
 - B) Public Works, Irrigation/water, City Buildings
 - C) Planning, BD of Adjustments, General Plan, Budget Committee
 - D) Parks & Recreation, Trails, Tree Board, Cemetery
 - E) Administration, Com Center Board, Lindon Days, Chamber of Commerce
 - F) Public Safety, Court, Animal Control, Historic Commission, Budget Committee
 - Jeff Acerson
 - Van Broderick
 - Matt Bean
 - Carolyn Lundberg
 - Randi Powell
 - Jacob Hoyt

12. 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: February 28, 2014

Time: ~11:00 a.m.

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

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

Pledge of Allegiance: By Invitation

Invocation: Carolyn Lundberg

Item 1 – Call to Order / Roll Call

March 4, 2014 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 from **February 18, 2014**.

(See attached draft minutes)

The Lindon City Council held a regularly scheduled meeting beginning with a work session at 6:30 p.m. on **Tuesday, February 18, 2014** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

WORK SESSION – 6:30 P.M. – Conducting: Jeff Acerson, Mayor

Representatives from Utah Risk Management Mutual Association (URMMA), of which Lindon is a member, met with the City Council to provide an overview of URMMA’s insurance services and programs offered to Lindon City. No motions were made at this work session.

PRESENT

ABSENT

- Jeff Acerson, Mayor
- Matt Bean, Councilmember
- Randi Powell, Councilmember
- Van Broderick, Councilmember
- Jacob Hoyt, Councilmember
- Adam Cowie, City Administrator
- Cody Cullimore, Chief of Police
- Hugh Van Wagenen, Planning Director
- Kathryn Moosman, City Recorder

The meeting was called to order at 6:30 p.m.

Discussion:

Adam Cowie, City Administrator, opened the discussion by stating Lindon City has been a member of the Utah Risk Management Mutual Association (URMMA) since its inception, so this has been a long time partnership. He noted this work session discussion is meant to help the Council understand the insurance program and provide an overview of the services they offer.

Karl Parker, Kathy Kenison and Joann Glantz were in attendance representing URMMA. Mr. Parker gave a brief overview stating that URMMA is a pool that was formed by an interlocal agreement in 1985 by municipalities in the state for the purpose of providing liability insurance. Mr. Parker noted that URMMA is totally governed by its members. He added that Mr. Cowie is on the Board of Directors and assists in the operations and activities. Mr. Parker explained that their focus has always been on risk management activities that improve our communities first and with insurance needs second. Their education and loss control services help to reduce losses, mitigate risks and emphasize member accountability.

Ms. Kenison commented that from the very beginning one of the key factors of URMMA has been accountability, which happens through the financing. The program of URMMA allows smaller cities to basically be self insured as most cities are not large enough to be self insured on their own because of liability. This also allows the city to pay for their own losses and no one else’s, which is a great benefit. Ms. Kenison noted that she has prepared a “summary of losses” to present to the council. Ms. Kenison stated

2 that Lindon is a great example of a city that does well with self-insurance, because over
 4 28 years that Lindon City has been with URMMA, there have only been 131 claims for a
 6 total of \$142,000, which is an average of \$5,103 per year, which is very low compared to
 8 many other cities. This is due in part because of the risk management program. She
 10 further noted that this program allows them to fund the claims upfront and then have the
 12 members pay it back over a 5 year period as an interest free loan. Ms. Kenison explained
 14 that URMMA has a retrospective premium, which means they will charge the city a small
 16 part of the premium for the administrative and operating costs, and then ask that the city
 18 pay back their losses over a 5 year period. This is a great way if the city is committed to
 20 risk management. Ms. Kenison stated that URMMA's goal is to help reduce losses as
 22 much as possible to keep the costs down.

24 Ms. Kension then noted the four (4) principles that govern the "recaptured loss program"
 (loss payback) as follows:

1. Members pay back losses at 100%.
2. Members pay back at 20% per year over a 5 year period interest free.
3. Catastrophic provision which says the single largest loss cannot increase the base premium by more than 25%.
4. If there are multiple large losses, the city can petition the board to extend the payback period for a 10 year payback.

Ms. Kenison then noted the points of accountability as follows:

- In an effort to promote accountability, URMMA claims are subject to a deductible based on the group to which the City is assigned.
- Losses are repaid to URMMA over a five year period.
- When losses are repaid in full, premiums are automatically reduced.
- As City employees focus on risk management, claims are reduced and cities can keep more of their funds for other projects.

Ms. Kenison then noted the points of coverage as follows:

- URMMA provides \$6,000,000 per occurrence coverage with no aggregate.
- URMMA's third party liability coverage is very broad and includes bodily injury, property damage, personal injury, public officials errors and omissions and employees benefit liability.
- URMMA's coverage is very dynamic. Last year the Board voted to add \$100,000 aggregate per member for cyber liability coverage.
- Members have the option of purchasing auto physical damage coverage from URMMA for vehicles valued less than \$50,000.
- Members group purchase property insurance coverage through Moreton & Co.
- Property coverage includes \$200 million earthquake/flood coverage shared with other members. By group purchasing this coverage, members have received discounted coverage rates.
- Members are involved with claims throughout the resolution process. We look the members for settlement authority for every claim settlement.

2 Ms. Kenison stated that there are 19 member cities including West Valley, Orem,
3 Ogden, Layton, South Jordan, Cedar City, Mapleton, Escalante, Midway, Brigham City,
4 Kanab, and Spanish Fork to name a few. She noted that they go to the cities to provide
5 training, risk management, and to investigate claims etc. Ms. Kenison stated that
6 everything in URMMA is dynamic and covered by the Board.

7 Ms. Glantz addressed the Council at this time. She noted that as the Education
8 Manager she has the fun job of training. She stated that she goes to the cities on a regular
9 basis to do training and to address anything that deals with potential losses. Ms. Glantz
10 commented that she asks the cities how often they need them to come out for training.
11 Some of the issues that are covered are anti- harassment training, bullying etc. and
12 training of new employees. She added that they provide a variety of training that provides
13 a better level of customer service to the citizens because the cities are so involved with
14 URMMA. She added that their goal is to make the city better for the citizenry and that is
15 what risk management is all about.

16 Ms. Glantz went on to say that some other training she provides besides
17 supervisory training is “Verbal Defense and Influence” training, which is a form of
18 training for law enforcement and non-law enforcement on how to talk to people who are
19 being aggressive. This is very important training and they provide this service to the
20 cities. She also teaches customer service skills and defensive driver training; she is also a
21 certified L-Tap Trainer. She noted there are many varieties of customer service skills
22 training available and reiterated that she will come to the city. She further noted that they
23 try to address the training to losses or potential losses. Ms. Glantz concluded that they
24 truly believe that risk management training helps to control issues that are going on in the
25 city to control losses and complaints.

26 Mr. Cowie thanked the URMMA representatives for presenting the valuable
27 information and stated that they truly help us avoid risk in the city. Mayor Acerson also
28 expressed his thanks and noted that URMMA represents the Council well so the Council
29 can represent the citizenry well.

30 The meeting was adjourned at 7:00 p.m.

32 **REGULAR SESSION** – 7:00 P.M.

- 34 Conducting: Jeff Acerson, Mayor
- 35 Pledge of Allegiance: Kenneth Buss, Boy Scout
- 36 Invocation: Matt Bean, Councilmember

38 **PRESENT**

- 39 Jeff Acerson, Mayor
- 40 Matt Bean, Councilmember
- 41 Randi Powell, Councilmember
- 42 Van Broderick, Councilmember
- 43 Jacob Hoyt, Councilmember
- 44 Adam Cowie, City Administrator
- 45 Cody Cullimore, Chief of Police
- 46 Kathryn Moosman, City Recorder

ABSENT

1. **Call to Order/Roll Call** – The meeting was called to order at 7:05 p.m.

2. **Presentations/Announcements** –

a) **Mayor/Council Comments** – There were no comments at this meeting.

3. **Approval of Minutes** – The minutes of the regular meeting of the City Council of February 4, 2014 were reviewed.

COUNCILMEMBER POWELL MOVED TO APPROVE THE MINUTES OF THE MEETINGS OF FEBRUARY 4, 2014. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL AYE

COUNCILMEMBER BEAN AYE

COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER HOYT AYE

THE MOTION CARRIED UNANIMOUSLY.

4. **Consent Agenda** – No items.

5. **Open Session for Public Comment** – Mayor Acerson called for any public comment not listed as an agenda item. There were several residents in attendance to address the council as follows:

Judy Taylor: Ms. Taylor, representing the quilting group “Fab 8”, presented the Mayor and Council with a quilt to donate to the Lindon City Parks and Recreation Department. Ms. Taylor commented that they donated the quilt to show their appreciation for the use of the facility (Veteran’s Hall) which has been a wonderful place for them to meet. Mayor Acerson thanked Ms. Taylor and everyone involved for the beautiful quilt.

Frank Anderson: Mr. Anderson stated that they will be hosting a “Tribute Gala” to honor the Lindon Police, EMT, Fire, and dispatchers etc. at the Community Center on February 22nd at 6:00 p.m. Mr. Anderson noted that the first responders will be in full dress uniform. He added that the dress is relaxed black tie and semi formal for attendees. Mr. Anderson stated that all proceeds will go to outfit the Police Department C.E.R.T. Response Trailer. Mr. Anderson stated that the cost is \$30 per person (tickets are still available) and it should be a wonderful evening for a great cause. Mr. Anderson noted that he will leave some information for anyone who is interested.

Craig Carter: Mr. Carter stated he has lived in Lindon for 35 years. He noted that he appreciates the city's forward thinking as far as the trails, swimming pool, community center, etc. He did state that it is time to address the roads in the city. He noted that there are bicycle and walking trails, but now the roads need to be fixed up. Mr. Carter commented that 40 south is in need of work, and the upper part hasn't been changed in years. He noted that the addition of 2 new cul-de-sacs in the area will impact the road

2 greatly and we need to look at making it wider and safer. Mr. Carter stated that it is his
hope, that in the near future, the Council will look at this road and make it better.

4 **Mike Walker:** Mr. Walker agreed with Mr. Carter that 40 south is in need of work. He
noted that this issue was addressed at the city council meeting when the cul-de-sacs were
6 discussed, and basically, the residents were told that it wasn't a big issue and they would
have to deal with it for now. Mr. Walker stated that 40 south needs to be widened and
8 sidewalks are needed for safety reasons.

10 Mayor Acerson suggested to all citizens to keep the Council apprised of roads
throughout the city that are in need of repairs. He noted that the roads are ranked based
12 on need of repair and the funding available in order to allocate the funds to the best use.
He also stated that the Council will take this issue under consideration. Mayor Acerson
14 then called for any further public comment. Hearing none he moved on to the next
agenda item.

16 **CURRENT BUSINESS**

18 **6. Action Item** – *Interviews and appointment to fill City Council vacancy.* The Mayor
20 and Council will interview individuals who have submitted an application to be
considered for appointment to fill the vacant City Council seat left open when
22 Councilmember Jeff Acerson was elected as Mayor. The City has received twelve
applications from individuals desiring appointment. After completion of the
24 interviews one individual will be selected and appointed by motion of the Council to
fill the vacancy for the remainder of the term ending on the first Monday in January
26 2016.

28 Adam Cowie, City Administrator, gave a brief summary of this agenda item and
noted that due to the large number of applications received, the Mayor and Council have
30 discussed and approved the following process for interviewing and selecting the new
Council member: *Notice of this process was sent to all applicants.*

32 Mr. Cowie noted that the Mayor and Council will interview applicants in the
order that applications were received by the City as follows:

- 34 1) Larry Shipp
2) Dustin Sweeten
36 3) Mark Clement
4) Gregory Lupus
38 5) Maxine Smith
6) JoAnna Larsen
40 7) Bob Wily
8) Kurt Stembridge
42 9) John Chatterton
10) Michael Rytting
44 11) David Udall
46 12) Carolyn Lundberg

2 Mr. Cowie explained that the interviews will be timed (timer run by Mr. Cowie),
with each applicant having 4 minutes to introduce themselves with a 30-second notice
4 given before the end of the time period. Mr. Cowie further explained if desired, the
Mayor and Council will then have the option to ask up to 6 minutes of questions per
applicant with a 30-second notice given before the end of the time period.

6 Mr. Cowie further discussed that after the interviews are completed, each Council
member will submit a checklist with their top 2 or 3 applicants to City staff for narrowing
8 of the applicant group. Staff will announce the finalist names and post them on the
projector for the public to see. The Candidates with 2 or more votes will continue to be
10 discussed as finalists for the position. Candidates with less than 2 votes will no longer be
considered for the vacancy. The Mayor and Council will then discuss which of the
12 'finalists' should be selected to fill the vacancy.

14 Mr. Cowie noted that after deliberation the Mayor will call for a motion. A
Council member will provide a motion selecting one of the finalists to be appointed to the
Lindon City Council with 3 affirmative (aye) votes are needed to appoint an applicant. If
16 no one 'seconds' the motion, the motion fails. If a tie vote occurs (2 for and 2 against),
the Mayor may vote to break the tie. If a majority decision can't be reached, the top two
18 applicants will be selected and the applicants will then draw lots to determine who is
chosen. If desired, the Council may continue the meeting for additional deliberation and
20 interviews.

22 Following the summary by Mr. Cowie, Mayor Acerson welcomed the applicants.
He noted that the Council recognizes their desire to serve the community. He added that
the Council will have some hard choices to make tonight. He mentioned that they have
24 had the opportunity to review and consider the applications and all applicants are highly
qualified and have tremendous gifts and talents that could benefit the city. Mayor
26 Acerson explained that for those not chosen to fill the Council seat, there are many places
and opportunities to serve in the city to help move the City forward and to serve the
28 citizens of Lindon.

30 Councilmember Powell echoed the sentiments of Mayor Acerson and noted that she
applauds everyone for filling out the form and coming forth and spending some time with
the City Council tonight. Councilmember Powell then read a quote from a speech by
32 Theodore Roosevelt given in Paris at the turn of the century.

34 Mayor Acerson then invited the applicants forward in the order previously given.
Each of the 12 applicants was given the opportunity to address the Council and the
majority of the applicants used the full 4 minute time limit to introduce themselves. The
36 Mayor and Council then asked the applicants questions with the majority of the 12
applicants using their 6 minute time limit to answer the questions presented by the
38 Council (recording available as a public record).

40 At this time Mr. Cowie wanted the public to be aware that it is very clear in State
Code that the City Council must deliberate and discuss this matter in a public forum; in
order to narrow this down the Council previously determined to submit their top 2 or 3
42 candidates for the Council to further deliberate. Mr. Cowie re-iterated that there are
many other opportunities available to serve in the City if they are not chosen.

44 Following the question and answer period Mayor Acerson called for the
Councilmember's to mark their ballots and submit their checklists with their top 2 or 3
46 applicants to City staff for narrowing of the applicant group. Mr. Cowie then accepted the

submitted checklists and posted the finalist names on the projector for the public to view.
 2 Mr. Cowie then announced the names of the finalists (with 2 or more votes) for the
 position. Those candidates were as follows: Dustin Sweeten, Bob Wily, and Carolyn
 4 Lundberg.

Mayor Acerson congratulated the finalists and also commended all of the
 6 applicants for their interest and willingness to serve the City. Councilmember Powell
 commented that a lot of thought and effort went into evaluating the applications and
 8 expressed her appreciation for all of the time and effort that the applicants have given.

Councilmember Hoyt commented that all of the applicants here tonight are high
 10 caliber individuals. He suggested to any of the applicants to run for City Council in two
 years, and stated that the City would be blessed to have any of them serve on the Council.

Councilmember Broderick echoed his compliments to the high quality of the
 12 candidates and noted that the Council can only vote for one. He also thanked all of the
 14 applicants for applying and for being here tonight. Councilmember Bean commented that
 he enjoyed getting to know the candidates and noted that he appreciates the time they
 16 have devoted to the process and it is his hope that they will continue to serve in other
 areas in the City.

Mayor Acerson expressed his appreciation for the Council and mentioned the
 18 quality of the people on the Council; they are well-informed and they try to do what is
 20 best. He added that he appreciates the opportunity to serve with them.

Mr. Cowie commented that this will now go to discussion and deliberation by the
 22 Council followed by the Mayor calling for a motion to appoint a specific individual with
 at least 3 aye votes for the motion to pass; the Mayor can vote in the event of a tie.
 24 Following some discussion by the Mayor and Council it was agreed to bring the 3
 finalists forward for a further question and answer period.

***Councilmember Powell asked the finalists to expand on the new public safety building
 28 that we are contractually obligated with Orem City to construct by 2018.***

Dustin Sweeten: Mr. Sweeten stated that this would be similar to Utopia in that it is an
 30 obligation, and as a city we need to follow through with our obligations. He noted that he
 32 does not know all of the facility requirements, but he feels we need to provide the
 services, as it is in the best interest of the city, but to be reasonable with the expenses.

Carolyn Lundberg: Ms. Lundberg stated that Lindon is a currently a Class 4 City
 36 (labeled by the US Census) and at build out it would be a Class 3 City. She noted that
 whatever we do needs to be modest as to not burden the citizens with no additional
 38 expensive bonding.

Bob Wily: Mr. Wily stated that we need to be careful with the taxpayer's money and
 40 noted that he does not have enough information to really have an opinion at this point.

***Councilmember Hoyt asked the finalists about the split vote by the Council on the first
 44 milestone of the Macquarie deal, and inquired how the finalists would have voted.***

2 **Bob Wily:** Mr. Wily commented that he actually attended that meeting and noted there
 4 was some very interesting information presented. He stated that he would have leaned
 6 towards approving the first milestone because we need to know what the proposal is, and
 this is the first step in finding out. He added that he was impressed with the amount of
 work that the Council does and also complimented staff on the great work done in
 communicating and making available the information to the citizens.

8 **Carolyn Lundberg:** Ms. Lundberg stated that Provo City spent about 3 million dollars
 10 (city dollars) proofing and mapping their system for Google, so, in this instance,
 Macquarie is willing to take up “that dime” and, if at some point down the road, Lindon
 12 may absorb it entirely if it works out. Additionally, at this point, the whole Utopia project
 is doomed unless the network can build out in the other member cities. There will not be
 enough revenue generated to break even with OpEx expense monthly but also to pay
 14 back the bonds. She stated that we are in a “Catch 22”, so Macquarie is willing to invest
 to potentially finish the build out. She added that Macquarie seems like a good suitor but
 16 there are items that will be need to be flushed out. Ms. Lundberg concluded that in this
 instance, it was the best option, and she would have voted yes.

18 **Dustin Sweeten:** Mr. Sweeten commented that from what he understands about the
 20 Macquarie proposal, he would have voted for it, as it is an option to make it more viable.

22 *Councilmember Broderick asked the finalists about infrastructure and roads. He*
 24 *inquired what their thoughts are on how to maintain roads (40 south for example)*
because it is a very difficult issue.

26 **Carolyn Lundberg:** Ms. Lundberg mentioned the earlier comments about 40 south. She
 28 noted that any new development will incur the costs to widen the road and provide the
 sidewalks, but that does not provide consistency of the road. A completed sidewalk on
 one side of the street may be a solution, similar to what was done on Center Street.

30 **Bob Wily:** Mr. Wily stated that roads and infrastructure are a difficult decision and hard
 32 to prioritize. He stated that the Council needs to be focused on the increasing
 opportunities for revenue of which 700 north has tremendous potential.

34 **Dustin Sweeten:** Mr. Sweeten commented that we sometimes fail to understand as
 36 citizens, as we see a need, is that there are property owner rights that need to be taken
 into consideration, and the owner has the right to use the land until they choose to sell or
 38 develop or change the use. Mr. Sweeten stated that it would be great to see 40 south
 improved, but, if widened the speeds on the road may increase and sidewalks are
 40 definitely needed. There is also the issue of the problems with the utility poles etc. that
 would have to be moved, so there is considerable expense. He feels we should generate
 42 income which would be better as to not burden the taxpayer.

44 *Councilmember Broderick asked the finalists if they would be in favor or not in favor*
 46 *of increasing the gasoline tax.*

2 **Dustin Sweeten:** Mr. Sweeten commented that he is not in favor of increasing taxes, but he does feel it would be equitable to do so for those who use the roads.

4 **Carolyn Lundberg:** Ms. Lundberg stated that there are incentives with fuel efficient cars etc.

6 **Bob Wily:** Mr. Wily stated that a gasoline use tax makes sense.

8 *Councilmember Bean asked the finalists what lessons were learned from the last election cycle as there were some decisive issues in our sister cities relating to bonding and property tax etc.*

10 **Bob Wily:** Mr. Wily passed on this question stating that he does not have enough information to answer sufficiently.

12 **Carolyn Lundberg:** Ms. Lundberg stated that she feels a lot people took issue with the fact that there was a lack of transparency from their elected officials and administration. There was also a feeling of “too much, too fast, too soon.” She noted that anytime, in asking the citizens to pay money for something, you have to educate the citizens on where you are and why the need is there to move forward. There is the need to listen to the citizenry and they felt like the wool was pulled over their eyes and that was not palatable.

16 **Dustin Sweeten:** Mr. Sweeten stated that his business is in Pleasant Grove and the citizens felt like they were not involved with any kind of planning of what was to come. The city just decided what they needed. Had the citizens been more involved with different options, etc., there may have been a different outcome.

18 *Mayor Acerson asked the finalists their feelings about the recently passed PARC tax that was voted on by the citizens.*

20 **Carolyn Lundberg:** Ms. Lundberg stated that this is a small increase in sales tax and will be matching other cities. Some of the feasibility reports showed that most of that tax will be paid by citizens outside of Lindon and we will reap the benefit.

22 **Bob Wily:** Mr. Wily agreed it is a small amount and the citizens were in support and it was for a good cause. He feels it is also a vote of confidence in the city.

24 **Dustin Sweeten:** Mr. Sweeten stated that the majority of citizens voted for the PARC tax in Lindon and that sent a clear message that they are for more improvements on the parks, cultural programs etc., and he is in support of the PARC tax.

26 At this time Mayor Acerson called for a motion to recess for a five (5) minute break.

28 COUNCILMEMBER POWELL MOVED TO RECESS THE MEETING FOR A FIVE MINUTE BREAK PER MAYOR ACERSON’S RECOMMENDATION AT 10:50

2 P.M. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

4 COUNCILMEMBER POWELL MOVED TO RE-CONVENE THE MEETING
AT 10:57 P.M. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL
6 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

8 At this point, Mr. Cowie suggested, in moving forward, that the Council consider
going through a similar process to narrow down the finalists by ranking the 3 individuals.
10 He noted that he will then tally the votes, which he feels meets the intent of completing
this process in the public without offending or having conflict with anyone. The Council
12 was in agreement to complete the process by tally votes (ranking order) to get to the
process of determining a vote and making a motion. At this time, Mayor Acerson called
14 for the Councilmember's to mark (rank) their ballots and submit their checklists to staff.
Mr. Cowie then accepted the submitted checklists and posted the names on the projector
16 for public view.

18 Mayor Acerson called for any further discussion or comments. Hearing none he
called for a motion.

20 COUNCILMEMBER POWELL MOVED TO APPOINT CAROLYN
LUNDBERG TO THE LINDON CITY COUNCIL TO FILL THE REMAINDER OF
22 THE VACANT TERM, WHICH ENDS THE FIRST MONDAY IN JANUARY 2016,
AND REQUEST THAT SHE BE SWORN IN AT THE NEXT AVAILABLE CITY
24 COUNCIL MEETING. COUNCILMEMBER BRODERICK SECONDED THE
MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

26 COUNCILMEMBER POWELL AYE
COUNCILMEMBER BEAN AYE
28 COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER HOYT NAY

30 THE MOTION CARRIED 3 TO 1.

32 **7. COUNCIL REPORTS**

34 **Councilmember Powell** – Councilmember Powell reported that the Community Center
Advisory Board met last week and Val Killian is stepping down, so they will be in need
36 of a new member. She noted that there was a lot of good discussion as far as bringing
forth a name change, (Community Cultural Arts Board) that will reflect the Board better.
38 They will also take on arts and cultural issues as to ask for funding. Mr. Cowie stated that
this will need to be done by ordinance. Councilmember Powell stated this change will
40 need to come before the PARC tax starts being collected. Councilmember Powell also
reported that there are some activities they will not be taking on this year and they are
42 moving some events out of Lindon Days but will continue on as a community basis,
which will decrease some of the chaos. She added that they also plan on adopting, or
44 branding, some of these activities on a community level not on a Lindon Days level.

2 **Councilmember Bean** – Councilmember Bean reported that with Carolyn Lundberg
4 being appointed to the Council tonight there will be another member needed for the
Planning Commission. He mentioned that many of the individuals here tonight would be
good candidates.

6 **Chief Cullimore** – Chief Cullimore mentioned the upcoming “Gala Tribute” to be held
8 on February 22nd at the Community Center. He also reported that the new office Jeremy
Christensen has been sworn in and has started.

10 **Councilmember Hoyt** – Councilmember Hoyt reported that Jordan Cullimore followed
12 up with him on the Historical Commission appointments and they are moving forward.
He also mentioned that he is looking forward to the upcoming budget kickoff meeting.

14 **Councilmember Broderick** – Councilmember Broderick reported that he attended the
16 engineering meeting and noted that they are anxious to see the infrastructure management
plan and hopes to see more information on this.

18 **Mayor Acerson** – Mayor Acerson reported that he attended the Utah County Outreach
20 meeting and there was a lot of good discussion. He noted they are trying to have each
community create a movement to be a healthier community. He also mentioned that
22 Senator Valentine is trying to run a bill that will shoot down the Macquarie deal. Mayor
Stevenson of Layton is trying to set up a meeting on Thursday with the Mayors of the
24 member cities for discussion. Mayor Acerson also reported that Alpine will probably be
sued because the Patterson Development is pushing hard.

26 **Administrator’s Report:**

Mr. Cowie reported on the following items:

28 **Misc Updates:**

- 30 • Project Tracking List.
- 32 • 700 North CDA materials sent to Alpine School District. Awaiting meeting to
discuss details.
- 34 • 2012-13 Audit Report. K&C auditors would like to present Audit findings at 5:00
p.m. on February 27th – just prior to the Budget Kick-off meeting.
- 36 • Update on hiring for Water Tech position in Public Works.
- 38 • UTOPIA updates:
 - Macquarie meeting weekly with UTOPIA cities ‘steering committee’ to
report on Milestone one (1) progress.
 - Paul Isaac, West Valley Assistant City Manager, appointed by UTOPIA
40 Board as interim Director until permanent Director needs to be found
(pending outcome of Macquarie deal).
 - 42 ▪ Paul has been on the UIA Board and has 20+ years experience in
City Management.
 - 44 ○ Wayne Pyle, West Valley City Manager, reappointed as Chair of the
UTOPIA Board.
 - 46 ○ Operating capital is at critical low.

- 2 • Bicycle & Pedestrian Master Plan open house, 25 to 30 citizens attended. Over
300 surveys have been completed.
- 4 • Utility Bills – new format had several glitches that caused incorrect billing
statements. Finance & Utility billing staff are working to fix errors. A letter will
accompany February bills to explain errors for all those impacted.
- 6 • Legislative update:
 - 8 ○ Business license bill was tabled. Looks like that’s not a concern this
session.
 - 10 ○ Bill to consider consolidation of 911 Dispatch centers and operating
systems.
 - 12 ○ Bill to require any metered city facilities to be billed the same as a utility
customer. Does not require installation of new meters at locations
currently without a meter.
 - 14 ○ Gas tax bill – Sen. Valentine proposal gaining traction, but League feels it
does not go far enough in raising sufficient funds to have immediate and
16 substantial impacts to needs.

18 **Upcoming Meetings & Events:**

- 20 • Newsletter Assignment: Councilmember Hoyt - March newsletter article. *Due by
last week in February.*
- 22 • February 17th – Presidents Day/City Offices closed
- 24 • February 19th at 1:00 p.m. – Mayor Acerson meeting with Senator Hatch
representatives.
- 26 • February 24th at Noon – ULCT Legislative Policy Committee at State Capitol,
Room W30. Mayor Acerson and Mr. Cowie will attend.
- 28 • February 27th at 5:00 p.m. – Auditor’s Report
- 30 • February 27th at 6:00 p.m. – Budget Kick-off Meeting & Dinner at City Center
All Council will attend.
- 32 • March 3rd at Noon – ULCT Legislative Policy Committee at State Capitol, Room
W30. Mayor Acerson and Mr. Cowie will attend.
- 34 • March 12th at 9:00 a.m. – Bike/Pedestrian Master Plan Committee meeting.
Downstairs conference room. Mayor Acerson and Mr. Cowie will attend along
with staff.

36 **Future items:**

- 38 • Policy Manual updates
- 40 • Fee and Utilities rate studies / review of active service military utility waivers
- 42 • Lindon Pumping Co. land – 725 E. 200 S., potential land sale/use by neighbor
- 44 • Planning Commission member vacancy

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

44 **Adjourn** –

2 COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING AT
11:00 P.M. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

4
6 Approved – March 4, 2014

8
10 _____
Kathryn Moosman, City Recorder

12
14 _____
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. Review & Action — Appointment to the Lindon City Redevelopment Agency (5 minutes)

This is a request by staff for the Council's formal action to appoint council member Carolyn Lundberg to the Lindon City Redevelopment Agency (RDA) Board of Directors.

The RDA contracts with the City for all of its financial and development services, with the Mayor and Council members acting as appointed members of the RDA Board.

Sample Motion: I move to appoint council member Carolyn Lundberg to the Lindon City Redevelopment Agency Board of Directors.

7. **Review & Action — 2014 Fireworks Restrictions (Resolution #2014-4-R)** (15 minutes)

This is a request by Chief Cody Cullimore for the City Council's formal action to review and possibly act to approve a resolution establishing a restriction on the use of fireworks in specific areas of the city.

Per the Council's request, the Fireworks restriction resolution was updated for the 2014 calendar year. See attached resolution and maps. All restricted areas on the maps are the same as 2013.

Sample Motion: I move to (approve, continue, deny) *Resolution #2014-4-R* regarding fireworks restrictions within Lindon City limits for the 2014 calendar year.

RESOLUTION NO. 2014-4-R

A RESOLUTION ESTABLISHING A RESTRICTION ON THE USE OF FIREWORKS IN SPECIFIC AREAS OF THE CITY AND ESTABLISHING EFFECTIVE AND ENDING DATES.

WHEREAS, the Lindon City Council has knowledge of recent wild fires in the state; and

WHEREAS, the Lindon City Council has annually received input from the Chief of Police, the Orem City Fire Marshall and from the United States Forest Service regarding the extreme fire risk posed by typical overgrowth of grasses and brush upon the foothills and bench areas of the City; and

WHEREAS, Utah State law allows the sale and discharge of Aerial, Multi-tube, Repeater and Cake fireworks with a maximum discharge of 150 feet and an estimated flight arc of up to 500 feet; and

WHEREAS, it is the desire of the Lindon City Council to protect life and property within the boundaries of the City, with particular concern along the wild land/urban interface areas where fires are more likely; and

WHEREAS, Lindon City has experienced in the past, fireworks caused fires in the East Bench areas of the City, and the City Council desires to impose fireworks restrictions for the 2014 calendar in effort to prevent such firework related fires.

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

1. **That a restriction is hereby established prohibiting the discharge of fireworks in or near any undeveloped areas of the City.**
2. **That a restriction is hereby established prohibiting the discharge of any fireworks in the City west of Interstate 15.**
3. **That a restriction is hereby established prohibiting the discharge of any fireworks on or within 500 feet of any National Forest or Bureau of Land Management lands, or within restricted areas as designated on the Lindon City 2014 Fireworks Restriction Map (attached).**
4. That all residents should use care and adult supervision when discharging fireworks.
5. That only legal fireworks under Utah State Law may be used within Lindon City limits in areas where the discharge of fireworks is permitted.
6. That Lindon City residents are encouraged to notify the Police immediately of any violation of this restriction on the use of fireworks.
7. That the restriction period will be effective through January 31, 2015 and that this restriction period may be extended or renewed upon approval of the City Council.
8. That this resolution will be given the widest public dissemination through press releases, posting in public places and through posting at all legal points of sale of fireworks within the City.
9. That this resolution shall be effective immediately upon passage.

Dated this _____ day of _____ 2014.

Jeff Acerson, Mayor

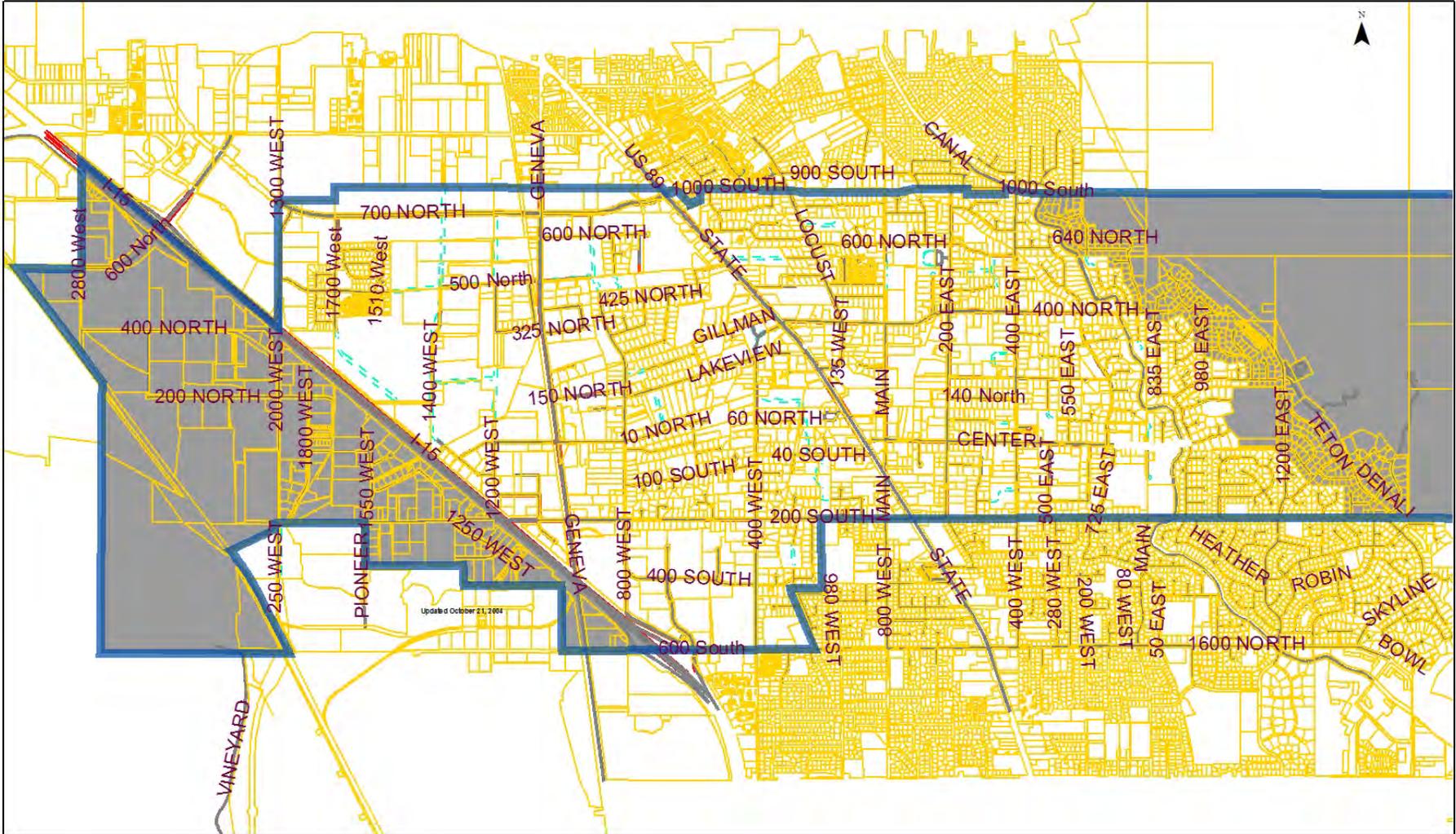
Attest:

Kathryn A. Moosman, Recorder

SEAL

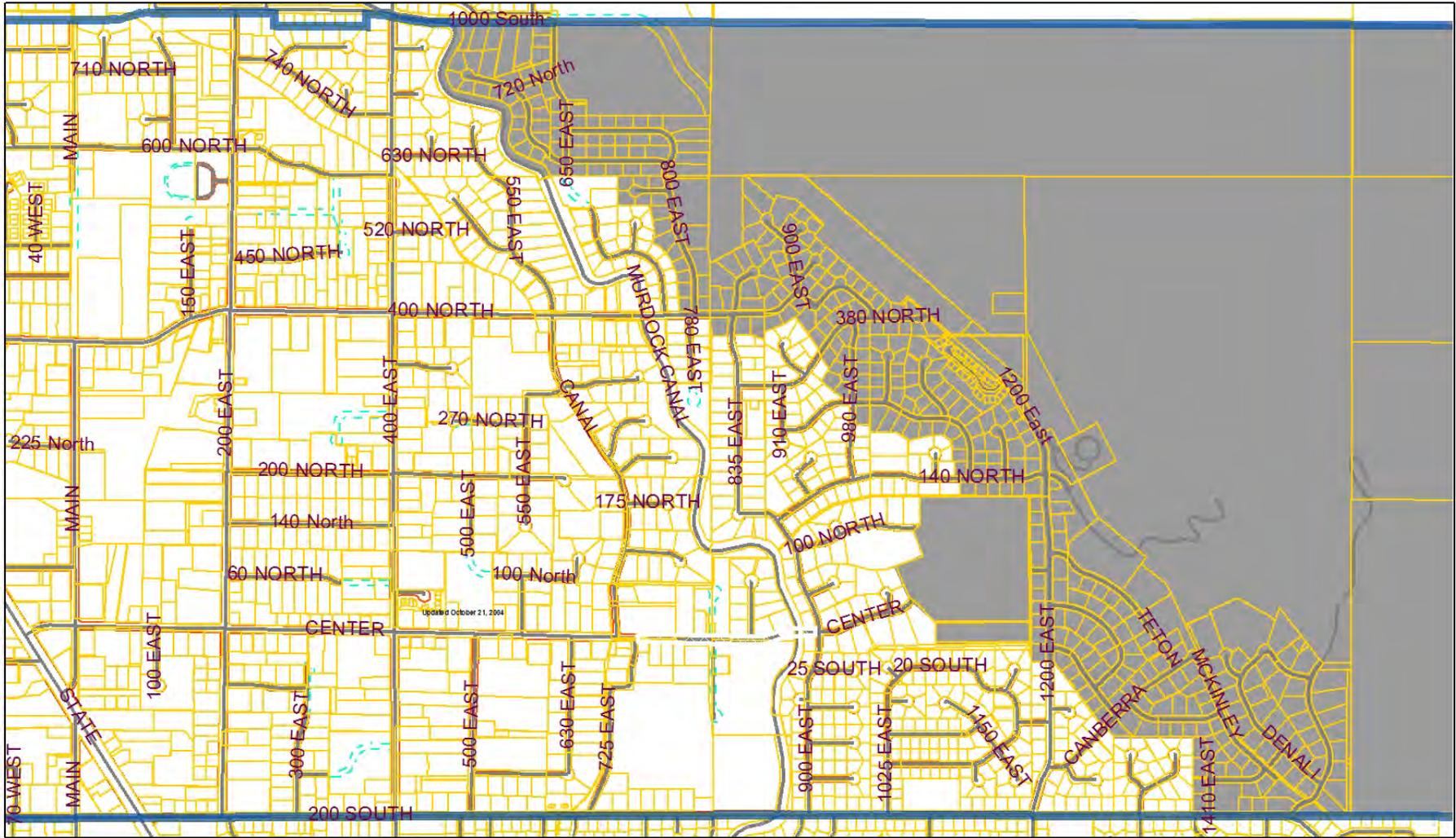
Lindon City 2014 Fireworks Restriction

-  City Boundary
-  2014 Fireworks Restriction
-  Parcels
-  Streets



Lindon City 2014 Fireworks Restriction Foothills

City Boundary 2014 Fireworks Restriction
Parcels
Streets



8. Review & Action — Utah County Storm Water Coalition (Resolution #2014-5-R)

(15 minutes)

This is a request for review and consideration of an interlocal agreement between Utah County and various other cities within the County who desire to jointly participate in compliance with their National Pollution Discharge Elimination System (NPDES) storm water permit requirements concerning public education and outreach.

Lindon has been a member of the Storm Water Coalition and entered into this interlocal agreement in 2008. The term of the original agreement expired in December 2013. This new agreement extends the term of the agreement for up to 50 years – and allows each city to report on its population and school count if changes need to be made to each annual billing. No penalties exist if we choose to terminate our participation in the agreement.

As part of the EPA's standards for storm water discharge, cities are required to participate in documented efforts to educate the public about storm water treatment and water shed protection. This requirement is one of many storm water regulations that are administered by the State of Utah Dept of Water Quality. As part of this program Lindon has previously joined with the Utah County Storm Water Coalition to coordinate and attempt to standardize storm water regulations and processes across the County. This interlocal agreement provides for continued joint effort to fulfill the EPA mandatory 'education' requirements of each city by funding programs and staffing allowing educators to attend local schools and teach students about storm water quality and water shed protection.

See attached agreement. Costs to participate will be funneled through to the County, who administers the program. Lindon's portion of the cost to participate is \$1,478 (based on population and number of schools in Lindon). This amount is annually budgeted and paid by Storm Water fees. The collective effort will meet the education requirements imposed on the City.

Our Attorney has reviewed the document and is comfortable with it as written. Staff has no concerns in approving the revised agreement.

Sample Motion: I move to (approve, continue, deny) *Resolution #2014-5-R* and authorize the Mayor to sign the interlocal agreement for NPDES Phase II storm water public education and outreach best management practice compliance.

RESOLUTION NO. 2014-5-R

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR NPDES PHASE II STORM WATER PUBLIC EDUCATION AND OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE, AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City (City) has adopted a Storm Water Management Program (SWMP) in conformance with State and Federal regulations, which outlines the design criteria, submittal documents and other requirements for storm water management for all development within Lindon City; and

WHEREAS, the Storm Water Management Program requires that Lindon City shall provided education and community outreach to promote proper storm water management within its jurisdiction; and

WHEREAS, the City has joined with the Utah County Storm Water Coalition to fulfill its education requirements within the SWMP and sees benefit to continuing its relationship with the Coalition; and

WHEREAS, previous agreements have expired and it now becomes necessary to amend the interlocal agreement to reflect updated duration and calculation method for participation costs.

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

Section 1. The Interlocal Cooperation Agreement for NPDS Phase II Storm Water Public Education and Outreach Best Management Practice Compliance is hereby approved.

Section 2. The City Council authorizes the Mayor to sign the new interlocal agreement.

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

Adopted and approved this 4th day of March, 2014.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

Agreement No. 2014-_____

**INTERLOCAL COOPERATION AGREEMENT FOR NPDES
PHASE II STORM WATER PUBLIC EDUCATION AND
OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE**

THIS AGREEMENT, is entered into this _____ day of _____, 2014, by and between PROVO, OREM, PLEASANT GROVE, AMERICAN FORK, SPRINGVILLE, SPANISH FORK, LEHI, PAYSON, UTAH COUNTY, LINDON, HIGHLAND, ALPINE, MAPLETON, SALEM, CEDAR HILLS, and EAGLE MOUNTAIN, political subdivisions of the State of Utah.

WITNESSETH:

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

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

WHEREAS, the parties desire to establish a joint undertaking to comply with National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit Coverage;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by Resolution of the governing

bodies of each of the parties to this Agreement. Unless otherwise terminated as provided for herein, this Interlocal Cooperation Agreement shall be effective for a period of up to, but not exceeding, fifty (50) years. This Interlocal Cooperation Agreement shall not become effective until it has been approved by Resolution of all parties and reviewed as to proper form and compliance with applicable law by the attorney authorized to represent each of the parties hereto. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the official keeper of records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, UTAH COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by all parties to this Agreement, at reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Interlocal Agreement during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between the parties, for the purpose of a joint undertaking to comply with NPDES Phase II Storm Water Permit Public Education and Outreach Best Management Practices.

Section 4. MANNER OF FINANCING

The parties agree that they shall provide the following resources and/or assistance for this joint undertaking:

- a. COUNTY shall act as the administrator of this Agreement, pursuant to the terms of Section 2 hereof, and shall :
 1. Schedule and conduct Utah County Storm Water Coalition meetings which are necessary to correlate activities, set proposed budgets, and provide training opportunities.
 2. Provide information regarding best management practices for preventing storm water pollution that can be placed in a newsletter or other form of communication as determined by each member agency to be distributed to the public as each agency deems appropriate.
 3. Maintain contract with approved Storm Water Educational Instructor and ensure proper teaching material is being presented. Maintain a master list of approved schools to be given to approved Storm Water Educational Instructor. Provide for each member agency a list of schools visited, the dates of all visits, an estimated number of attending students, and the number of classes taught.
 4. Become a central warehouse for storm water educational materials and provide on demand materials for distribution. These materials could include informational pamphlets, activity books, pencils, note pads, magnets, videos, etc.
 5. Maintain storage of display information for booths to be used for city and

county activities and other events.

6. Provide, maintain, and promote an information system to the public for the disposal of household materials and chemicals to include internet and phone services. Citizens will be able to call a local, countywide phone number or access a website where gathered information for disposal sites will be distributed.
- b. Each party to this agreement will pay to Utah County within 30 days of receipt of an annual invoice from Utah County, the sums listed in Exhibit A to this Agreement, said sums to be used solely for the NPDES Storm Water Phase II Public Education and Outreach Best Management Practices. The sums listed in Exhibit A shall be reviewed, approved, and modified by agency representatives on an annual basis, based on a combination of the percentage of the party's total population to the total population of the County as determined by the most recent Mountainland Association of Government figures and the percentage of the party's total number of schools to the total school count as submitted by the member agencies.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate its participation in and responsibilities under this Agreement at any time and for any reason by providing a sixty (60) day written notice of termination to the other parties. This Agreement may not be terminated in any event, if termination would cause a violation of the parties' NPDES Storm Water Permit.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. ADDITION OF OTHER MEMBERS

Other entities may become parties to this Interlocal Cooperation Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by resolution of the governing body of the entity to be added and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and any Addendum shall be filed with the official keeper of records of the entity being added to this Agreement.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be filed with the official keeper of records of all parties to this Agreement and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. LAWFUL AGREEMENT

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

Section 11. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. SEVERABILITY

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

Section 13. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being

acknowledged that all parties have participated in the preparation hereof.

Section 14. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties' recorder or clerk/auditor as the case may be; or at such other addresses as may be designated by notice given hereunder.

Section 16. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 17. GOVERNING LAW

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

Section 18. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
GARY J. ANDERSON, Chairman

ATTEST: Bryan Thompson
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:
Jeff Buhman, Utah County Attorney

By: _____
Deputy Utah County Attorney

PROVO CITY STORM WATER SERVICE DISTRICT

TITLE

ATTEST: _____
RECORDER FOR DISTRICT

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR DISTRICT

CITY OF OREM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PLEASANT GROVE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF AMERICAN FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPRINGVILLE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SPANISH FORK

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LEHI

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF PAYSON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF LINDON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF HIGHLAND

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF ALPINE

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF MAPLETON

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF SALEM

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF CEDAR HILLS

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

CITY OF EAGLE MOUNTAIN

Mayor

ATTEST: _____
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAWS:

ATTORNEY FOR CITY

EXHIBIT "A"

Based on 2014-2015 Total Schools to be Visited

STORM WATER COALITION**MEMBER AGENCY ANNUAL FEE SCHEDULE**

CITY	POPULATION COUNT		SCHOOL COUNT		BILL AMOUNT
		%		%	
PROVO	112488	23.38%	15	15.15%	\$ 8,975
OREM	88328	18.36%	18	18.18%	\$ 9,582
PLEASANT GROVE	33509	6.96%	7	7.07%	\$ 3,705
AMERICAN FORK	26263	5.46%	6	6.06%	\$ 3,113
SPRINGVILLE	29466	6.12%	6	6.06%	\$ 3,194
SPANISH FORK	34691	7.21%	10	10.10%	\$ 4,957
LEHI	47407	9.85%	9	9.09%	\$ 4,873
PAYSON	18294	3.80%	5	5.05%	\$ 2,503
COUNTY	10009	2.08%			\$ 255
LINDON	10070	2.09%	3	3.03%	\$ 1,478
HIGHLAND	15523	3.23%	4	4.04%	\$ 2,025
ALPINE	9555	1.99%	3	3.03%	\$ 1,465
MAPLETON	7979	1.66%	2	2.02%	\$ 1,018
SALEM	6423	1.33%	4	4.04%	\$ 1,793
CEDAR HILLS	9796	2.04%	2	2.02%	\$ 1,064
EAGLE MOUNTAIN	21415	4.45%	5	5.05%	\$ 2,582
TOTAL	481216	100.00%	99	100.00%	\$ 52,582

*Population count based on 2010 Census figures as per Mountainland Association of Governments

9. **Review & Action — Easement & Construction Acquisition Agreement** (15 minutes)

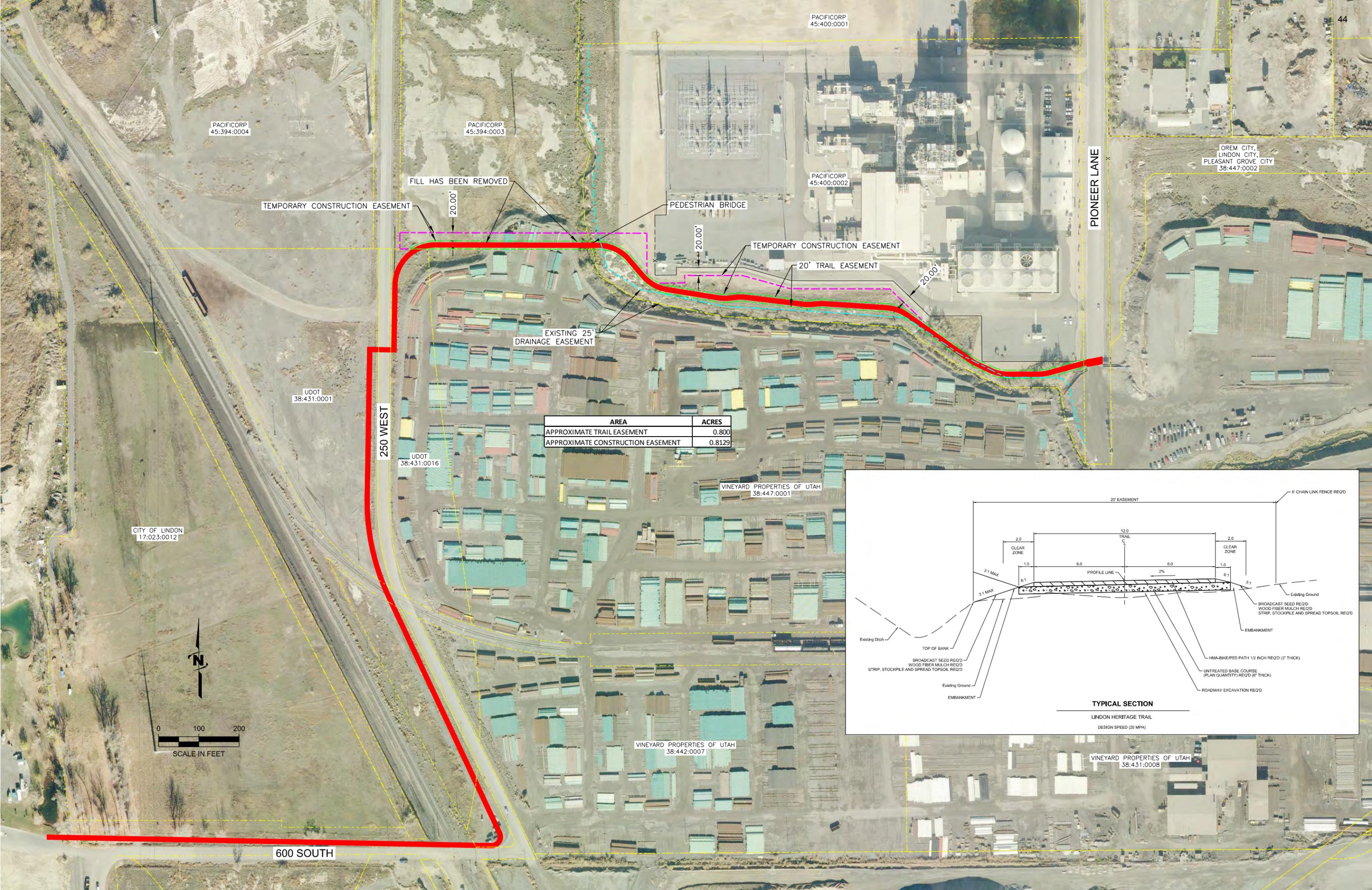
This is a request for review and consideration of an Easement & Construction Acquisition Agreement between Lindon City and PacifiCorp to secure Lindon Heritage Trail right-of-way through the Lakeside Power Plant property.

Late Thursday night PacifiCorp provided this agreement approving donation of an easement for the future Lindon Heritage Trail right-of-way. Yahoo!! Staff has worked with PacifiCorp for several years to obtain this agreement. We indicated that if we received the easement agreement by March 1st that we may be able to finish the design and bid the project for construction this calendar year. We are working towards that goal.

However, upon review of the agreement we would like to see a few changes. The copy provided to you shows those changes. In an effort to continue to move this along, Staff is requesting that the Council approve the Easement & Construction Acquisition Agreement subject to final Staff review and approval / signature by the Mayor.

See attached agreement.

Sample Motion: I move to (approve, continue, deny) Easement & Construction Acquisition Agreement between Lindon City and PacifiCorp and, pending minor alterations suggested by staff, authorize the Mayor to sign the finalized agreement.



PACIFICORP
45:394:0004

PACIFICORP
45:394:0003

PACIFICORP
45:400:0001

PACIFICORP
45:400:0002

OREM CITY,
LINDON CITY,
PLEASANT GROVE CITY
38:447:0002

TEMPORARY CONSTRUCTION EASEMENT

FILL HAS BEEN REMOVED

PEDESTRIAN BRIDGE

TEMPORARY CONSTRUCTION EASEMENT

20' TRAIL EASEMENT

EXISTING 25'
DRAINAGE EASEMENT

UDOT
38:431:0001

250 WEST

UDOT
38:431:0016

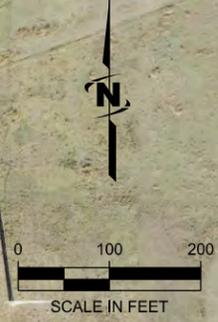
AREA	ACRES
APPROXIMATE TRAIL EASEMENT	0.800
APPROXIMATE CONSTRUCTION EASEMENT	0.8129

VINEYARD PROPERTIES OF UTAH
38:447:0001

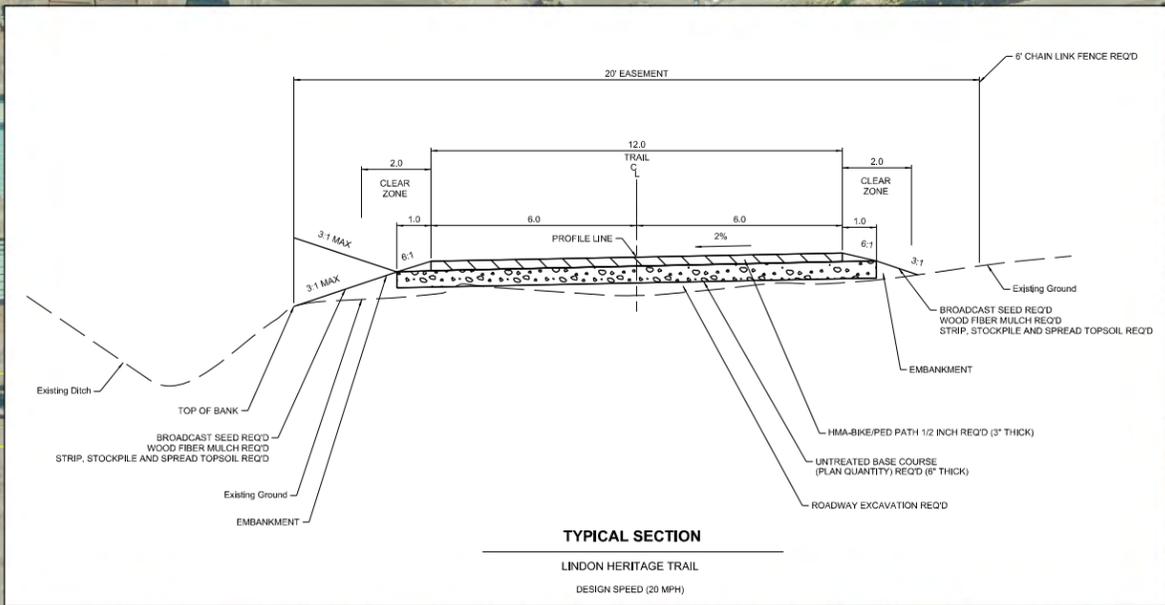
CITY OF LINDON
17:023:0012

VINEYARD PROPERTIES OF UTAH
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600 SOUTH



VINEYARD PROPERTIES OF UTAH
38:431:0008

EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT

This EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2014, between **PACIFICORP**, an Oregon corporation (“Grantor”), and **LINDON CITY**, a Utah municipal corporation (“Grantee.”) Grantor and Grantee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, Grantee desires to obtain from Grantor a perpetual easement (the “Easement”) and a temporary construction easement (the “Temporary Easement”) (collectively the “Easements”) to construct, operate, and maintain a public non-motorized multi-use trail (the “Trail”) across a portion of Grantor’s property located in Utah County, Utah known as Assessor Parcel Numbers 45:394:0003 and 45:400:0002, more particularly described in Exhibit “A” (the Property), and

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B. WHEREAS the Property is the subject of U.S. Army Corps of Engineers (“Corps”) Permit #SPK-2008-00133 issued under 33 U.S.C. § 1344 (the “PacifiCorp Permit”); and

C. WHEREAS pursuant to the terms of the PacifiCorp Permit, the Property is subject to a Final Mitigation Plan dated January 2009 (the “PacifiCorp Mitigation Plan”) providing for the creation, enhancement and preservation of certain wetlands and uplands on the Property as mitigation for the impacts of the construction of Grantor’s power plant facilities on the Property; and

D. WHEREAS copies of the PacifiCorp Permit and the PacifiCorp Mitigation Plan (collectively the “PacifiCorp Permit Documents”) are attached hereto as Exhibit “B”; and

E. WHEREAS as required in the PacifiCorp Permit Documents, Grantee has applied to the Corps for a permit under 33 U.S.C. § 1344 (hereinafter the “Grantee Permit”) allowing Grantee to construct the Trail through the Property, including a portion of the area required to be preserved under the PacifiCorp Mitigation Plan;

F. WHEREAS if issued, the Grantee Permit will require Grantee to restore and mitigate wetland impacts on the Property pursuant to a final mitigation plan, and the Corps will determine that Grantee’s restoration and mitigation responsibilities are consistent with Grantor’s responsibilities under the PacifiCorp Permit; and

G. WHEREAS Grantor is willing to grant the Easements without charge to Grantee but only on the condition that Grantee has obtained the Grantee Permit from the Corps and all other governmental approvals necessary to allow the construction of the Trail on the Property, including any required amendments or modifications to the PacifiCorp Permit Documents; and

H. WHEREAS, Grantee and Grantor desire to set forth their respective rights and

obligations regarding the obtaining of such approvals, the granting of the Easements and the construction practices to be employed in the construction of the Trail.

NOW THEREFORE, the Parties agree as follows:

1. Permit Documents and Other Government Approvals.

a. Grantee shall be solely responsible for obtaining the Grantee Permit and all other governmental permits and approvals needed to allow the construction of the Trail and Grantee's other activities on the Property (collectively the "Grantee Permit Documents"). Grantee shall provide copies of all Grantee Permit Documents to Grantor promptly upon receipt from the applicable government agency.

b. Grantee shall not be allowed to perform any activity on the Property, and Grantor shall have no obligation to grant or deliver the Easements, unless and until Grantee has obtained all necessary Grantee Permit Documents.

c. Grantee warrants that it has duly consulted with all appropriate government authorities and that no amendments to the PacifiCorp Permit Documents will be required to allow the construction of the Trail and Grantee's other activities on the Property, and that Grantee's activities hereunder will not increase the scope or cost to Grantor of Grantor's obligations under the PacifiCorp Permit Documents. Grantee shall be solely responsible for providing any bonds or replacement bonds associated with the PacifiCorp Permit Documents required as a result of Grantee's activities on the Property.

2. Execution and Delivery of the Easements & Donation Letter. Grantor will execute and deliver the Easements in the forms attached hereto as Exhibits "C" and "D" and the donation letter in the form attached hereto as Exhibit "F" without charge to Grantee upon the occurrence of the following conditions:

a. Grantee has obtained the Grantee Permit and all other required Grantee Permit Documents and has delivered full copies such documents to Grantor; and

b. Grantor has determined, in its sole reasonable discretion, that:

i. the Grantee Permit and other Grantee Permit Documents are sufficient to allow construction of the Trail and Grantee's other activities on the Property;

ii. that Grantee's construction of the Trail and Grantee's other activities on the Property will not violate or require any amendment of the PacifiCorp Permit Documents; and

iii. that Grantee's construction of the Trail and Grantee's other activities on the Property will not increase the scope or cost to Grantor of Grantor's obligations under the PacifiCorp Permit Documents, including any bonds associated with the PacifiCorp Permit Documents.

3. Construction Practices. In addition to the construction practices specified in the Easement and the Temporary Easement or required under the Grantee Permit, Grantee will adhere to, the following construction practices in constructing the Trail:

a. Grantee's activities during the construction and installation of the Trail including but not limited to survey, planning, staging, construction and installation, until the point at which the project is deemed complete and the Trail are operating shall be referred to as ("Construction Activities").

b. Grantee shall comply with all federal, state and local laws and ordinances, including all permit requirements implicated by Construction Activities.

c. Grantee shall provide proof of approval of any and all required permits or regulatory reviews, if any, to Grantor upon receipt of approval. Grantee shall be solely responsible for all pre-construction assessments prior to beginning construction of the Trail within the Property, including an assessment addressing:

1. Wetlands or waters of the U.S. (ephemeral drainages, etc.),
2. Pre-construction images and detailed descriptions of areas affected,
3. Consultation with SHPO (State Historic Preservation Office) regarding Native American or historic or cultural artifacts/sites in the affected area; cultural clearance is required for any ground disturbance activities; and

4. Determination if construction SWPPP (Storm Water Prevention Plan) is required by Utah DEQ for construction activity.

d. Grantee shall be solely responsible for all construction BMP's (Best Management Practices related to the installation of the Trail and post-construction reclamation work upon completion of the Trail, including but not limited to compaction, vegetation, fill, surface contour, soil consistency, weed control, re-paving, and any other work and materials necessary to restore the Property and following installation of Trail to a similar or like condition prior to use of the Property. Grantor reserves the right, at its sole discretion, to review any reclamation work to ensure compliance with Grantor's standards, including the following BMP's and post-construction requirements:

1. Construction BMP's

i. Minimization of construction traffic and laydown area disturbances, including Grantor approval of laydown/storage areas and any necessary ground disturbance deemed necessary with the laydown/storage areas, prior to commencement of Construction Activities.

ii. Reuse of back-fill material to avoid introduction/spread of invasive plants.

iii. Usage of sediment/erosion mats and waddles where appropriate (slope dependent) to minimize sedimentation and erosion runoff.

iv. SPCC (Spill Prevention, Control, and Countermeasure) or SPAR (Spill Prevention and Response Plan) plan to address potential spills/leaks associated with heavy equipment/trucks performing activities on-site.

2. Grantee shall perform Construction Activities, ~~Post-Construction Reclamation, and Maintenance Activities~~ described below only through City employees or by licensed, insured and bonded contractor(s).

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3. Grantee agrees to conform with the following requirements with respect to all Construction Activities:

i. Any material (gravel, rocks, rip-rap, other natural material necessary for construction) stored on the Property shall have a fabric material placed under the material to avoid any soil contamination.

ii. Existing asphalt shall be sawcut prior to trench excavation and Grantee shall ensure that jagged interface between existing and new asphalt or concrete is minimized.

iii. Any material or equipment placed directly under Grantor's power lines shall comply with Grantor's clearance requirements or OSHA's clearance requirements, whichever is more stringent. Every precaution shall be taken by Grantee and Grantee's contractors, its subcontractors and all representatives to ensure safe practices, as defined in Section 2 above, while working in the vicinity of said power lines.

iv. No concrete trucks will be stored on the Property. If a washout/cleanout area is necessary on the Property, Grantee shall completely remove any and all cement/concrete that results from said cleanout. The Property shall be restored to a condition satisfactory to Grantor.

v. Grantee shall have appropriate oil spill kit on site at all times and will immediately contact Grantor's Lake Side Control Room (801-796-1837) in the event of a spill of any contaminant to either the Property or the waterway. Construction equipment should be inspected for leaks and all leaks eliminated prior to being brought on site. Leaks to the ground of construction equipment are considered spills and must be treated as such; contaminated soils must be removed from the site and disposed of appropriately, immediately upon discovery. *Any* amount of oil or petroleum-based product to water sufficient to cause a sheen is considered a spill and must be immediately reported to Grantor and the appropriate agencies.

vi. A silt fence shall be installed in accordance with state and/or federal standards and regulations. Grantor has the right to require Grantee to undertake additional measures that may exceed state/ federal standards if it is determined necessary for protection of the Property or waterway.

vii. Monthly inspections during Construction Activities of disturbed soil should be performed to identify sources of erosion or sediment discharge and success of weed abatement (if weeds or erosion are present, action must be taken to address those issues (immediate for erosion or sediment discharge)).

viii. During installation of the Trail, Grantee shall provide signs/barriers as needed to preclude unauthorized motorized or non-motorized access and or traffic to/through the construction areas.

4. Post-Construction Reclamation of Temporary Easement Area. Immediately upon completion of the Construction Grantee shall restore the area covered by the Temporary Easement (the "Temporary Easement Area") to its pre-construction condition. Such restoration shall include:

i. Grantee shall reseed disturbed Property to a condition satisfactory to Grantor, PacifiCorp's Permit, and Grantee's Permit. Said reseeding will include, if necessary and as determined by Grantor, tilling of soils so as to provide sufficient conditions necessary for seed to germinate. Seeding and mulching should begin at first fall planting season, with additional seeding the following season(s), if deemed necessary by Grantor.

ii. Grantee shall replace any trees removed from the Property during construction in-kind.

iii. If installation of the Trail results in undermining of the embankment downgrade from the Property, Grantee shall restore the embankment to its current condition. If restoration of the embankment to its current condition is not possible without installation of a stabilizing structure, Grantee shall be responsible for installation of a stabilizing structure.

iv. Restoration shall occur within a reasonable period of time after completion of Grantee's Construction Activities, but no later than the end of the calendar year in which construction takes place. Grantee will restore the Property to a condition substantially similar to its condition prior to such activity, including restoration of the surface of the Property and revegetation as deemed necessary by Grantor or Grantor's Permit.

v. Protection and Repair of Existing Fences, Gates, and Other Enclosures: Grantee agrees to repair any fences damaged as a result of Construction Activities and otherwise restore the fences to a condition equal to or better than their preconstruction condition, unless otherwise explicitly agreed by Grantee and Grantor.

5. Maintenance Activities. Grantor may conduct maintenance activities within the Easement that are related to the Trail and the adjacent Lindon Hollow Ditch, including but not limited to activities such as snow removal, garbage pickup, sweeping, restriping, fence repair, vegetation maintenance, asphalt sealing and rehabilitation/replacement, removing debris or other material and clearing blockages from the ditch, etc. Grantee or Grantee's agents may use motorized vehicles on the trail during the performance of maintenance activities.

e. Grantee shall perform all design work concerning Trail using only City or State personnel or insured and licensed engineers, and shall perform all construction work concerning Trail using only City or State personnel or bonded, insured and licensed contractors and shall provide written proof to Grantor satisfying this provision prior to commencing work.

f. Grantee shall be solely responsible for being aware of and initiating, maintaining and supervising compliance with all applicable safety laws, regulations, precautions and programs in connection with the Construction Activities and any other of its activities pursuant to this Agreement.

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g. If Grantee's Construction Activities have the potential to affect Grantor's electric facilities, then Grantee shall contact Rocky Mountain Power local operations at (801) 756-1282 to set up a work order for Grantor to review the Construction Activities and to provide information regarding the placement of Grantor's electric facilities. No such Construction Activities may proceed unless and until they are approved by Grantor. Grantee shall contact the state's underground locate service at 811 to identify all underground utilities prior to commencing Construction Activities.

h. Grantee must contact Rocky Mountain Power local operations at (801) 756-1282 to verify that construction methods and equipment to be used for construction will not affect local aerial distribution power lines. Grantor reserves the right to approve such methods and equipment prior to commencement of construction.

i. Grantee must provide advance 48-hour notice and obtain permission from Grantor prior to entering or accessing the Property. Advanced notice shall be provided to all of the following:

- a) Lake Side Control Room, (801) 796-1835
- b) Angie Skinner, (307) 677-2145 angeline.skinner@pacificorp.com
- c) Clint Winn, (435) 660-1798 clint.winn@pacificorp.com
- d) Maurice Meagher, (801) 796-4723 maurice.meagher@ch2m.com

j. Immediately prior to physically accessing the Property, Grantee shall drive up to the east gate on the Property, pick up the phone and talk to the control room operator at the time. Depending on where Grantee will be on the Property, Grantee may need safety orientation from Grantor.

4. Insurance Requirements.

a. Grantee maintains general liability insurance and auto liability insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA). Grantee agrees to maintain such insurance coverage through URMMA throughout the duration of Easements, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain through the term of the Temporary Construction Easement the insurance described in Exhibit "E" covering all of their activities on the Property:

c. Prior to commencement of work by Grantee and/or Grantee's Contractors, Grantee shall provide to Grantor written confirmation of compliance with all insurance requirements from each of Grantee's Contractors conducting work on the Property. Such confirmation shall be provided in the form of certificates of insurance with attachments of endorsements to each policy as required in this section and in Exhibit E.

d. Grantor does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Grantee and/or Grantee's Contractors, and Grantee and/or Grantee's Contractors shall be solely responsible for any deductibles and deficiencies thereof.

5. Term. This Agreement shall be in effect until the completion of the Construction Activities and all restoration required hereunder. Future construction work to be performed on the Property after final completion of the Trail or the expiration of the Temporary Easement will require a new agreement specifying applicable construction practices and insurance requirements. However, maintenance activities as described above do not require a new agreement.

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6. Indemnification. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against all liabilities, claims, damages, liens, fines and penalties (including court costs, attorneys' fees, and litigation expenses) directly or indirectly arising from or caused by (i) a breach by Grantee of any provision of this Agreement, (ii) Grantee's use and occupation of the Property, (iii) any act or omission of Grantee on the Property, or (iv) any act or omission of any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over work on the Property. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for negligence of the Grantor. In the event any indemnified claim is caused by the joint or concurrent negligence of the Grantor and Grantee, Grantee shall indemnify Grantor only in proportion to Grantee's own negligence or liability.

7. Notices. Notices to be given under this Agreement shall be delivered or mailed to the following:

Rocky Mountain Power
Attn: Property Management
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

8. Miscellaneous.

- a. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.
- b. This Agreement may be executed in separate counterparts.
- c. The individuals executing this Agreement represent and warrant that they have the power and authority to do so.
- d. If a party brings an action to enforce this Agreement, the prevailing party in the action will be entitled to an award of reasonable attorney's fees, court costs and litigation expenses.
- e. Time is of the essence in the performance of this Agreement.
- f. This Agreement is binding upon and may be enforced by the Parties'

successors and assigns.

g. This Agreement and the Easements constitute the entire agreement between the Parties relative to the subjects thereof. Any prior negotiations, correspondence, or understandings relative to such subjects shall be deemed to be merged into this Agreement and the Easements.

h. This Agreement does not confer any rights upon any third party.

i. The individuals executing this Agreement represent and warrant that they have the power and authority to do so.

j. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

k. The terms of this Agreement shall not merge with the Easements, and shall survive the execution and delivery of the Easements.

l. Jury Trial Waiver. 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, or to request the consolidation of, 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.

GRANTOR:
PACIFICORP, an Oregon corporation

By: _____

Name and Title

GRANTEE:
Lindon City, a Utah municipal corporation

By: _____
Its: Mayor

Attest:

City Recorder
Donna Weaver, City Recorder

EXHIBIT "A"
[Legal Description of the Property

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

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EXHIBIT "B"
[PacifiCorp 404 Permit and Wetlands Mitigation Plan]

[to be inserted later]

EXHIBIT "C"
[Perpetual Easement]

When Recorded Return To:

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

Affecting Utah County Parcel Numbers
45:394:0003 and 45:400:0002

(Above Space for Recorder's Use Only)

**PERPETUAL NON-EXCLUSIVE EASEMENT
(HERITAGE TRAIL)**

PACIFICORP, an Oregon corporation, with its principal offices located at 1407 West North Temple, Salt Lake City, Utah ("**Grantor**") hereby grants to **LINDON CITY**, a Utah municipality, with its principal offices located at 56 North State Street, Orem, Utah ("**Grantee**"), without warranty, a non-exclusive perpetual easement ("**Easement**") over, under, across and through a portion of Grantor's real property located in Utah Country, State of Utah and described in Exhibit "A" (the "**Property**") for the purpose of constructing, operating, and maintaining a public non-motorized multi-use recreational trail.

1. Grantee's Use.

a. Grantee's use of the Property is confined to the area illustrated and more particularly described in Exhibit "B" (the "**Premises.**")

b. The Premises may be used as a public non-motorized multi-use trail (the "Trail") and for Grantee's maintenance of the Trail and the adjacent Lindon Hollow Ditch, and for no other purpose.

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c. Grantee may not make any use of the Premises that interferes with Grantor's existing or future generation, transmission, distribution or other electric facilities on the Property, provided, however, that Grantor may not in the future construct facilities on, over or under the Easement Area that unreasonably interfere with Grantee's use of the Premises under this Easement.

EXHIBIT “C”
[Perpetual Easement]

d. Whenever the Trail is open, it shall be open to the general public free of charge.

e. Grantee shall not make or allow any use of the Premises that that would cause Grantor to lose the liability protections available to it under the Utah Limitation of Landowner Liability – Public Recreation Act, Utah Code Ann. § 57-14-1 et seq. (the “Act”).

f. Grantee has the sole responsibility to prevent the public from leaving the Trail and entering Grantor’s adjacent property. This responsibility shall include the installation and maintenance of fencing and other security measures adequate to prevent unauthorized entry onto Grantor’s property.

g. Grantee shall be responsible for all costs of implementing any security measures now or hereafter required of Grantor by any governmental or regulatory body by reason of the existence or use of the Trail in proximity to Grantor’s electric facilities.

h. Grantee shall construct and maintain bollards and gates as necessary to prevent unauthorized vehicles from using the Trail.

i. Grantee shall not allow the use, generation, manufacture, production, storage, treatment, disposal or release on, under, about, or from the Premises, or any part thereof, of any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively “Hazardous Materials”).

j. Grantee may not refuel vehicles or equipment within the Premises.

k. Grantee may not use construction cranes, diggers, track hoes or other equipment in a manner that violates National Electric Safety Code (NESC) clearance standards, OSHA clearance standards, and Utah High Voltage Act Safety clearance standards or more stringent standards as may be imposed on Grantor by law or regulation for the efficient and safe operations of Grantor’s power lines. A minimum 10-foot clearance from Grantor’s electric distribution facilities shall be maintained at all times. A minimum 20-foot clearance from Grantor’s electric distribution facilities shall be maintained when using any derricks or cranes.

l. Grantee’s access will be limited to the Premises only; Grantee will not have secondary access rights across other property of Grantor, except as may be permitted in writing by Grantor for temporary construction access in order to initially construct the trail improvements.

m. Grantee shall not conduct any activity on the Premises that violates the terms and conditions of Grantor’s US Army Corps of Engineers Permit #SPK-2008-00133 and related Final Mitigation Plan (collectively the “USACE Permit.”) After any construction activities, Grantee will restore all disturbed areas in accordance with the requirements of the USACE Permit or the requirements of a replacement permit granted by the US Army Corps of Engineers and approved by Grantee.

EXHIBIT "C"
[Perpetual Easement]

n. Grantee shall not make or allow any use of the Premises that is inconsistent with or that may interfere with Grantor's operation, maintenance, repair, or upgrade of its existing or future uses of its remaining property, including uses for electricity generation, transmission, distribution or other utility purposes. If under any zoning or land use regulation Grantor's present or future use of its remaining property is limited due to the presence of the Trail or Grantee's other uses of the Premises, then Grantee shall either obtain on Grantee's behalf whatever permit, variance or exception is needed to remove such limitation, or else it shall cease the use that is the cause of the limitation.

o. Grantee shall take reasonable measures to prevent and correct erosion caused by any use of the Premises.

p. Grantee shall promptly remove any trash, spills or stains, broken concrete or asphalt from the Premises, maintain security signage, and promptly repair any damage to security fencing or security lighting on the Premises.

q. ~~Grantee will not attempt to place any limitation or restrictions on Grantor's property outside of the Premises, including current and future electricity generation, transmission, distribution or other utility facilities.~~

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Comment [MC1]: It would be unreasonable to expect the city to give up its right to place any limitations or restrictions on property owned by PacifiCorp anywhere within Lindon as a condition of this easement.

r. Grantor shall have no responsibility for ice and snow removal, maintaining safe surface conditions, or otherwise conforming to applicable codes for sidewalks or trails.

2. Grantor's Use.

a. Grantor reserves the right, at any time, to cross the Premises with overhead and underground power lines, pipelines, and other utilities, and to temporarily control or close public access to the Premises as necessary during any construction, maintenance or repair of such utilities. In exercising such rights, Grantor will take reasonable steps to minimize any damage to Grantee's infrastructure or the public's use of the Trail. Grantor will provide Grantee with reasonable notice of such work or closure of public access. Grantee will bear the reasonable cost of repairing or replacing Grantee's infrastructure that is removed or damaged by Grantor's work.

b. Grantor reserves the right, at any time, to cross the Premises to maintain wetlands on Grantor's property in the area.

c. Grantor may at any time temporarily control or close public access to the Premises as necessary during any construction, maintenance or repair of Grantor's facilities on its adjacent or nearby property.

d. Grantor may at any time temporarily control or close public access to the Premises in the event of emergencies or other safety, or security concerns arising from operations or conditions on Grantor's adjacent or nearby property.

EXHIBIT "C"
[Perpetual Easement]

e. Grantor may at any time close public access to the Premises if Grantee fails to maintain security fencing, security signage and ~~security lighting~~ as required by this Easement, or if Grantee otherwise fails to prevent the public from leaving the Premises and entering Grantor's adjacent property.

Comment [MC2]: I don't believe we plan on security lighting
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3. Existing Drainage Easement. Grantee and Grantor acknowledge that a drainage easement was created upon recording of Lake Side Power Plant Subdivision Plat "A" on September 20, 2004, and that said easement and rights appurtenant to it predate this Easement and are unaffected by it.

4. Approved Plans.

a. Trail Design and Construction Plans. Grantee shall not commence construction of the Trail or other improvements on the Premises until Grantor has granted written approval of detailed design and construction plans. Grantor will not unreasonably withhold approval of such plans.

b. Fencing and Security Plans. Grantee shall not open the Premises to public use until Grantee has installed ~~fencing, signage and other security measures~~ in accordance with detailed plans approved in writing by Grantor. Grantor will not unreasonably withhold approval of such plans.

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5. Insurance Requirements.

a. Grantee agrees to maintain general liability insurance and auto insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA) throughout the duration of this Easement, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain insurance as required in the Easement Acquisition and Construction Agreement between Grantor and Grantee, dated _____ (the "Agreement.") ~~Construction work (other than maintenance activities) performed on the Property after the expiration of the Agreement will require a new agreement as described in the Agreement specifying applicable insurance requirements for Grantee's Contractors.~~

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6. Abandonment/Termination. This Easement will terminate if Grantee ceases to maintain or use the Trail for a period of six (6) consecutive months (except as related to Trail maintenance or construction/reconstruction activities). Upon termination, Grantee, at its sole cost, must promptly take all actions necessary to remove the Trail and clean up and restore the Premises in accordance with applicable laws and reasonable industry standards and customs observed at the time of abandonment or termination.

EXHIBIT “C”
[Perpetual Easement]

7. Successors and Assigns. All rights and obligations contained in this Easement or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

8. Release, Assumption of Risk and Indemnification.

a. Grantor makes no representation or warranty concerning the suitability of the Premises for Grantee’s use. Grantee accepts the Premises “AS IS” in its present condition, including the presence of hazardous substances, if any, and assumes the risk of using the Premises in their present condition.

b. Grantee assumes full responsibility and control of the Premises from the date of this Easement until it is terminated. Grantee acknowledges the presence of electrical facilities near the Premises which are potentially dangerous to persons and property.

c. Grantee forever releases and discharges Grantor from any claims arising from any natural or unnatural condition of the Premises, or existing on the Premises, including claims relating to noise, odors, fog, ice, or any other conditions arising from Grantor’s operations of its electric facilities.

d. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor’s affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against all liabilities, claims, damages, liens, fines and penalties (including court costs, attorneys’ fees, and litigation expenses) directly or indirectly arising from or caused by:

- i. a breach by Grantee of any provision of this Easement,
- ii. Grantee’s use and occupation of the Premises,
- iii. any act or omission of Grantee on the Premises,
- iv. any public use of the Premises,
- v. any use, storage or release of Hazardous Materials on or from the Premises, except those directly related to or resulting from an act or omission of the Grantor, its agents, representative, employees, divisions, or affiliates;
- vi. any natural or unnatural condition of the Premises, or existing on the Premises, during the term of the Easement;
- vii. any act or omission of any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over work on the Premises;
- viii. any damage to Grantor’s property, including the area covered by the USACE Permit, caused by Grantee’s or the public’s use of the Premises.

EXHIBIT "C"
[Perpetual Easement]

e. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for active negligence or willful misconduct of Grantor its agents, representatives, employees, divisions, or affiliates.

9. Miscellaneous Provisions.

a. Existing Encumbrances. This Easement is subject to all rights of way and encumbrances (whether or not recorded) of any kind existing at the time of the creation of this Easement.

b. Compliance with Laws; Liens. Grantee must secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to Grantee's use of the Property. Grantee must keep the Property free from liens arising from Grantee's activities.

c. Time of Essence. Time is of the essence in the performance of the parties' obligations under this Easement.

d. Attorney's Fees. If a party brings an action to enforce this Easement, the prevailing party in the action will be entitled to an award of reasonable attorney's fees, court costs and litigation expenses.

e. Applicable Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

f. Jury Trial Waiver. 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 Easement. **Each party further waives any right to consolidate, or to request the consolidation of, 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.**

g. Notices. Notices to be given under this Easement shall be delivered or mailed to the following:

Rocky Mountain Power
 Attn: Property Management
 1407 West North Temple, Suite 110
 Salt Lake City, UT 84116

Lindon City
 100 North State Street,
 Lindon, UT 84042
 Attn: City Manager

EXHIBIT "C"
[Perpetual Easement]

h. No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

i. Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

j. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original.

EXHIBIT "C"
[Perpetual Easement]

IN WITNESS WHEREOF, the parties have executed this Easement as of this ____ day of _____, 2014.

GRANTOR:
PACIFICORP, an Oregon corporation

By: _____

Name and Title

GRANTEE:
Lindon City, a Utah municipality

By: _____

Its: Mayor

Attest:

City Recorder

EXHIBIT "C"
[Perpetual Easement]

STATE OF OREGON)
 : ss.
COUNTY OF MULTNOMAH)

I hereby certify that on this ____ day of _____, 2014, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the _____ of PACIFICORP, an Oregon corporation, that s/he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the __ day of _____, 2014, personally appeared before me _____ and _____ who being duly sworn did say, each for herself or himself, that he/she, _____ is the City Recorder of Lindon City and he/she, _____ is the Mayor of Lindon City and that each acknowledged to me that that s/he has been duly authorized to execute, and has executed in my presence foregoing instrument on behalf of Lindon City, for the purposes therein set forth, and that the same is its act and deed.

Notary Public _____
My Commission expires _____
Residing at: _____

EXHIBIT "C"
[Perpetual Easement]

EXHIBIT "A"
Description of Property

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

| Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

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EXHIBIT "C"
[Perpetual Easement]

EXHIBIT B
Description of Premises

[need legal description of trail corridor only – to be provided by Lindon]

EXHIBIT "D"
[Temporary Construction Easement]

Easement. All other terms with initial capitalization that occur in this Temporary Easement or in the incorporated sections of the Perpetual Easement, and which are not otherwise defined in this Temporary Easement, shall have the meanings assigned in the Perpetual Easement.

3. Term. This Temporary Easement shall terminate upon completion of the construction activities authorized hereunder, but in no event shall the term hereof extend beyond_____.

4. Insurance Requirements for Grantee and its Contractors and Subcontractors.

a. Grantee agrees to maintain general liability insurance and auto insurance through Grantee’s participation in the Utah Risk Management Mutual Association (URMMA)throughout the duration of this Easement, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property (“Grantee’s Contractors”) to continuously carry and maintain insurance as required in the Easement Acquisition and Construction Agreement between Grantor and Grantee, dated _____ (the “Agreement.”) Any construction work performed on the Property after the expiration of the Agreement will require a new agreement specifying applicable insurance requirements for Grantee’s Contractors.

IN WITNESS WHEREOF, the parties have executed this Temporary Easement as of this ____ day of _____, 2014.

GRANTOR:
PACIFICORP, an Oregon corporation

By: _____

Name and Title

GRANTEE:
Lindon City, a Utah municipality

By: _____
Its: Mayor

EXHIBIT "D"
[Temporary Construction Easement]

Attest:

City Recorder

STATE OF OREGON)
 : ss.
COUNTY OF MULTNOMAH)

I hereby certify that on this ____ day of _____, 2014, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the _____ of PACIFICORP, an Oregon corporation, that s/he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the __ day of _____, 2014, personally appeared before me _____ and _____ who being duly sworn did say, each for herself or himself, that he/she, _____ is the City Recorder of Lindon City and he/she, _____ is the Mayor of Lindon City and that each acknowledged to me that that s/he has been duly authorized to execute, and has executed in my presence foregoing instrument on behalf of Lindon City, for the purposes therein set forth, and that the same is its act and deed.

Notary Public _____

EXHIBIT "D"
[Temporary Construction Easement]

My Commission expires _____

Residing at: _____

EXHIBIT "D"
[Temporary Construction Easement]

EXHIBIT "A"
Description Of The Property

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 1, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

EXHIBIT "D"
[Temporary Construction Easement]

EXHIBIT "B"
Description Of Temporary Easement Area
[needs to come from Lindon]

**EXHIBIT “E”
Insurance Requirements**

All contractors, and subcontractors of any tier performing work on the Property shall carry liability insurance. Prior to commencement of work certificates of insurance shall be furnished to Grantor (PacifiCorp) confirming compliance with all insurance requirements herein. Each certificate shall include copies of completed additional insured and waiver of subrogation endorsements in favor of Grantor as stated below. Minimum coverage and limits are as follows:

Workers’ Compensation. Coverage shall comply with all applicable workers’ compensation laws and regulations (i) on the state level where work is conducted, and (ii) on the federal level (including without limitation FELA, USL&H and the Jones Act), as applicable.

Employers’ Liability. Minimum single limits are: \$500,000/each accident, \$500,000/disease each employee, and \$500,000/disease policy limit.

Unless prohibited by applicable law, workers’ compensation/employers’ liability shall contain provisions or endorsements that the insurer will have no right of recovery or subrogation against the Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, employees, and servants.

Commercial General Liability. Insurance written on occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (must be on per location and/or per job basis), including but not limited to:

- a. Premises and operations coverage
- b. Independent contractors coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Sudden and accidental pollution liability (may be removed if pollution liability is required).
- h. Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, and servants shall be named additional insured with endorsements ISO Form CG 20 10 (applicable to premises and operations) and CG 20 37 (applicable to products liability) or their equivalents.
- i. Contractor’s coverage is primary insurance and not contributory with any other insurance or self-insurance maintained by Grantor.
- ji. Cross liability or severability of interest clause.
- k. Waiver of subrogation in favor of Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants.

Business Automobile Liability. Minimum combined single limits of \$1,000,000 each accident covering bodily injury and property damage with respect to all vehicles whether owned, hired, non-owned, or used in relation to the work, including but not limited to the following coverage.

- a. If any materials containing pollutants are delivered to the Property by vehicles used in the project, the automobile liability will include pollution liability coverage as provided by the ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA9948) and Motor Carrier Act endorsement (MCS90).
- b. Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, and servants shall be named additional insured.

**EXHIBIT “E”
Insurance Requirements**

- c. Waiver of subrogation in favor of Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants and insurers.

Umbrella or Excess Liability. Minimum limit of \$5,000,000 each occurrence/aggregate on following form basis in excess of insurance coverage and limits required in Employers’ Liability, Commercial General Liability, and Business Automobile Liability insurance as stated above. Notice shall be provided immediately to Grantee and Grantor, if at any time the full umbrella limit required under this Contract is not available, and will purchase additional limits if requested by Grantee and/or Grantor.

Pollution Liability: At any time materials or products of any kind, other than hazardous materials, used on Grantor property that are potentially harmful to humans or animals, or damaging to the environment or the Property, and are considered pollutants or contaminants the following coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollution into or above land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage and will be written on an occurrence basis with minimum limits of \$2,000,000 per loss and \$4,000,000 annual aggregate, including but not limited to:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- c. defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- d. Definition of pollution conditions shall include damage to natural resources damage within the definition of property damage resulting from the work on the property.
- e. Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, and servants shall be named additional insured.
- f. Waiver of subrogation in favor of Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants and insurers.

Professional Liability: All parties providing underground locate, engineering design, soil sample testing, or survey services related to the [Project or Work] shall maintain Professional Liability insurance covering damages arising out of their negligent acts, errors or omissions in the performance of this Contract, with a liability limit of not less than \$2,000,000 each claim. The insurance covering the project related to this Contract shall be maintained for a minimum of two (2) years after completion of the work. The intent of this policy is to provide coverage for claims arising out of the performance of work or services contracted or permitted under this Contract and caused by any error, omission for which the Grantee or its contractor and/or subcontractors is held liable.

Grantor does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Grantee and or Grantee’s Contractors, and Grantee and/or Grantee’s Contractors shall be solely responsible for any deductibles, self-insured retentions and deficiencies thereof.

Within five days of contractor or subcontractor receiving written notice of cancellation from the insurer of any requested insurance for any reason, or if any coverage is reduced, for any reason, to the extent it does not comply with requirements herein, contractor or subcontractor must notify the Grantee and Grantor. Grantor may stop work on this project if proof of replacement or supplemental coverage confirming compliance is not received prior to the effective date of cancellation or date of reduction of insurance coverage and/or limits of coverage. **Notices to**

EXHIBIT "E"
Insurance Requirements

Grantor may be mailed to: PacifiCorp, Real Estate Dept., 825 NE Multnomah, LCT 1700, Portland, OR 97232.

Prior to commencement of work by Grantee and/or Grantee's Contractors, Grantee shall provide to Grantor written confirmation of compliance with all insurance requirements from each of Grantee's Contractors conducting work on the Property. Such confirmation shall be provided in the form of certificates of insurance with attachments of endorsements to each policy as required in this Exhibit E.

EXHIBIT “E”
Donation Letter

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Deleted: Insurance Requirements

[this is a donation letter required by the Utah Department of Transportation indicating that you are donating the easement and that you understand that you could have been compensated for it – is a form letter prepared by UDOT or the Federal Highway Administration]

[to be inserted later]

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10. Discussion Item — Sewer Billing Options*(45 minutes)*

The City Engineer, Mark Christensen, has previously met with the Council to discuss possible sewer billing options based on monthly meter readings versus averaging of water meter readings. Mr. Christensen will present recommendations after further consideration of various options for sewer billing. The Council will discuss options and provide direction to Staff on whether to bring the issue forward as a future Fee Schedule amendment.

See attached letter from Mark Christensen. Staff is looking for general direction on preferred methods of sewer billing. We will make appropriate changes to the Fee Schedule during this budget cycle.

No motion needed for a Discussion Item.



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

February 26, 2014

Mr. Adam Cowie
 Lindon City Administrator
 100 North State Street
 Lindon, UT 84042

RE: Basing Monthly Sewer Billings on Monthly Water Meter Readings

Dear Adam,

Late last year we presented a variety of options to the City Council regarding different ways of calculating sewer bills (the current method is to calculate monthly sewer bills based on average monthly winter-time water meter readings). They asked that we bring a recommendation back to them. After meeting with you and Kristen we decided that the best balance between equity for users and manageability for the City would be to bill those who have access to the pressure irrigation system based on their monthly water use, and bill those who do not have access to the pressure irrigation system based on average monthly winter-time water use.

Using water use data from the full fiscal year ending in 2012, and based on our approximation of who had access to the pressure irrigation system at the time, we have calculated what the sewer rates and revenues would have been in that year with the method in place that we are discussing. The purpose of this exercise is to give the City Council an idea of what the effect of a policy change might be, both on city revenues and customers.

The effect that using the proposed method of calculating sewer bills would have had during the fiscal year ending in 2012 is shown below:

Revenue under current method:	\$1,190,998.80
Revenue under proposed method:	\$1,248,750.06
Change in revenue under proposed method:	\$57,751.26
Percent change in revenue under proposed method:	5%

Effect on customers' sewer bills under proposed method:	
Would have increased:	1,091
Would have decreased:	1,474
Would have stayed the same:	225

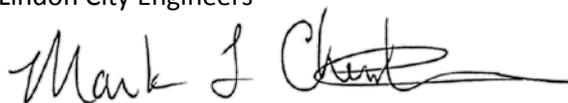
Change in customers' sewer bills under proposed method:	
Largest % increase:	2,740%
Largest % decrease:	-85%
Median % change:	-1%

Since sewer flows aren't measured directly, there is no simple method of calculating sewer bills would be totally fair for everybody. However, we feel that the method described above would be more equitable on the whole than the current practice.

We recommend that the City change to a method in which the City calculates the sewer bill based on monthly water meter readings for those who have access to the pressure irrigation system, and based on winter-time water use for those who do not have access to the pressure irrigation system.

Let us know if we can be of further assistance.

Sincerely,
J-U-B ENGINEERS, Inc.
Lindon City Engineers

A handwritten signature in black ink, appearing to read "Mark L. Christensen". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Mark L. Christensen, P.E.
Project Manager

**LINDON CITY
2013-2014 APPROVED BUDGET**

Reconnect Fee (per incident)	
▪ 7:00 am - 3:30 pm, Monday - Friday	\$25.00
▪ After hours, Weekends, Holidays	\$37.50

Recycling, per can \$4.13

Secondary Water

▪ Non-Agricultural	
• Lots up to 11,000 sq. ft.	\$8.00
• Lots 11,001 - 21,000 sq. ft.	\$10.00
• Lots 21,001 - 28,000 sq. ft.	\$15.00
• Lots 28,001 - 40,000 sq. ft.	\$20.00
• Lots 40,001 - 60,000 sq. ft.	\$30.00
• Lots 60,001 - 80,000 sq. ft.	\$40.00
• Lots 80,001 - 87,120 sq. ft.	\$50.00
• Lots 2 acres or more	
» Base rate	\$50.00
» Each ¼ acre (or part thereof)	\$3.00
▪ Agricultural rate	
• Base rate	\$10.00
• Each acre (or part thereof)	\$3.00
Agricultural land is that which is planted into pasture, hay, grains, vegetables, fruits, or other identifiable agronomy products and can be subdivided.	

Sewer - per Residential Unit

▪ Base charge	\$16.32
▪ Usage rate per 1000 gallons	\$2.93

Based on average winter water usage from December to March. Accessory apartments are charged an additional base rate.

Storm Water \$4.84

Charged per Equivalent Service Unit (ESU) with credits available for industrial and commercial use as per Council action.

Utility Sign-up Fee \$10.00

Utility Agreement must be signed before services commence.

Utility Shut-off Notice Fee \$5.00

This fee will not be charged to customer's account if customer responds to notice within 1 week of mailing.

Lindon City does not pay interest on deposits or bonds held by the city.

II. 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 |

12. Administrator's Report:

(15 minutes)

Misc Updates:

- Project Tracking List *(updated list will be provided at next meeting)*
- Engineer's Center Street traffic calming recommendations
- UTOPIA updates. SB 190; Milestone 1 completion expected by mid-April, Mayor's mtgs, OpEx.
- Legislative updates

Upcoming Meetings & Events:

- Newsletter Assignment: **Carolyn** - May newsletter article. *Due by last week in April.*
- March 3rd at Noon – ULCT Legislative Policy Committee at State Capitol, Rm W30 **Jeff, Adam**
- March 8th at 6:00pm. Little Miss Lindon Pageant at Oak Canyon Jr. High
- March 11th at Noon at City Center. Budget Committee Mtg **Jeff, Matt, Jake**
- March 12th at 9:00am – Bike/Ped Master Plan Committee mtg. Downstairs conf room. **Jeff, (Carolyn?)**
- April 29th at Noon at City Center. Budget Committee Mtg **Jeff, Matt, Jake**

Future items:

- Transfer station interlocal agreement
- Cemetery ord. update
- Planning Commission member vacancy
- Policy Manual updates
- Fee and Utilities rate studies / review of active service military utility waivers
- Lindon Pumping Co. land – 725 E. 200 S., potential land sale/use by neighbor

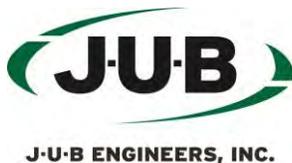
Adjourn

Board of Adjustment		
Applicant	Application Date	Meeting Date
Scott Farrer: Minimum Distance between offset roads	September 2013	Oct. 30; continued and subsequently withdrawn.
Lindon City: Bishops Storehouse Variance to Lot Size	January 2014	TBD

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 2014 Last Reviewed: 3/13	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 2014 Last Reviewed: 3/13	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@birdseyvertc.com	Existing CUP	HYS: Corbin Linde, Lynn Loftin 801-798-8949 or 798-9077	March 2014 Last Reviewed: 3/13	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 not over the age of 18.</i>				

Grant Applications	
Pending	Awarded
CDBG 2014 Grant – Senior Center Computer Lab	Heritage Trail Phase 2 – Trail construction grant. Awarded amount \$3,037,433 o Status – ▪ Complete
Bikes Belong - Trail construction grant. Requested amount: \$10,000 o Status: NOT SELECTED FOR 2010. WILL RE-APPLY IN 2014.	EPA STAG Grant – Lindon Hollow Creek Ditch relocation. Awarded \$500,000 • Van Con awarded bid. Construction has started.
Land and Water – Trail construction grant. Requested amount: \$200,000 o Status: NOT SELECTED. RE-APPLY IN 2014.	Utah State Parks 2011 – Non-motorized Trail grant: Awarded \$100,000 o Status – Environmental docs have been submitted to State o Pending property dedication by PacifiCorp • Intend to use funds towards completion of additional trail near power plant
Hazard Mitigation Grant / MAG Disaster Relief Funds- (pipe main ditch)	EDCUtah 2012 – Awarded \$2,000 matching grant for 700 North CDA consultant reimbursement. o Proposed study / CDA creation in fall 2012. Estimated costs ~\$20,000.
FEMA Hazard Mitigation Grant – (pipe Main Ditch)	State History Grant 2012 – New historical markers. Awarded \$800.00 (w/ 50% match from historical commission funds for total project cost of \$1,600).
	MAG Bicycle Master Plan Study Awarded funds to hire consultant to develop bicycle master plan to increase safety and ridership throughout the city.
	Utah Heritage Foundation — Lindon Senior Center Awarded 2013 Heritage Award in the Category of Adaptive Use Project.
	CDBG 2013 Grant – Senior Center Van (\$50,000). Funds dispersed July 2013

Planning Dept - Projects and Committees			
On-going activities (2014 yearly totals)	Misc. projects	UDOT / MAG projects	Committees
Building permits Issued: 27 New residential units: 7	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses: 14	Lindon Hollow Creek-Corps of Eng., ditch relocation	Lindon Bicycle Master Plan	MAG Technical Advisory Committee: Monthly
Land Use Applications: 1	Lindon Heritage Trail Phase 3		Lindon Historic Preservation Commission: Bimonthly
Drug-free zone maps: 4	Gateway RDA improvements		North Utah County Transit Study Committee Monthly



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

February 26, 2014

Mr. Adam Cowie
City Administrator
100 North State Street
Lindon, UT 84042

RE: Possible Center Street Traffic Calming Measures

Dear Adam,

On November 19, 2013 we presented to the City Council our report relative to traffic associated with the Center Street extension project. The study focused on Center Street between Canal Drive and 900 East. We recommended that no active traffic calming measures be installed along Center Street and no action be taken to implement a reduced speed school zone at the crosswalk of 725 E Center Street. We also recommended that minor signage and striping be updated to reflect current ADA and school zone standards found in *Traffic Controls for School Zones*. The City Council requested that we further evaluate possible traffic calming measures (including active traffic calming measures) for reducing speeds overall on the east end of Center Street. The purpose of this letter is to provide the City with more information on possible traffic calming measures that would affect speeds on Center Street.

As you know, we met with City Staff, including Chief Cullimore to consider options. Existing traffic calming on Center Street consists of narrow lane striping and fairly high degree of traffic “friction” – roadside elements that make drivers feel less comfortable traveling higher speeds. We researched the effect various traffic calming measures might have on traffic speeds and also considered their likely cost and effect on pedestrian safety, and emergency response times. Our research included a review of the performance of the traffic calming measures as described in other studies, including information from the Portland Bureau of Transportation, Cambridge’s Traffic Calming Program and the Virginia Department of Transportation.

We developed three options that incorporate different traffic calming measures in ways and at locations that might make sense.

Our findings are shown in Table 1, below.

TABLE 1: COMPARISON OF TRAFFIC CALMING MEASURES

Traffic Calming Measures	Estimated Cost (each)	Emergency Response Time Delay	Pedestrian Safety (Descriptions)	Traffic Speeds (85th Percentile)*
Do Nothing	\$0	No Delay	<ul style="list-style-type: none"> • Continuous sidewalk exists on the north side of Center Street 	32 mph
Speed Table (28' long including 14' flat top)	\$7,500 - \$12,500	Up to 9.2 Seconds	<ul style="list-style-type: none"> • Elevates pedestrians above the surface of the roadway making them more visible to drivers • Reduce traffic speeds, which increases pedestrian comfort 	23-30 mph
Speed Hump (14' long)	\$3,750 – \$6,250	Up to 9.4 Seconds	<ul style="list-style-type: none"> • Reduce traffic speeds, which increases pedestrian comfort 	22-26 mph
Bulb Out	\$3,750 – \$6,250 (per island)	No Delay	<ul style="list-style-type: none"> • Shortens the street crossing distance • Increased visibility between drivers and pedestrians 	30-32 mph

*Note that these speeds are average corridor speeds, not the speeds measured at the location of the traffic calming device.

Table 2 gives a range of the construction costs for several different options of the explained traffic calming measures used in various combinations and locations. We have provided three possible design options and the “do nothing” option. Note that these totals do not account for the cost of the curb ramp on the north side of Center Street at 725 East, which is already planned.

The attached drawing shows locations for each of the first 3 options.

TABLE 2: RANGE OF CONSTRUCTION COST FOR EACH OPTION

Options for Center Street (striping is included for options 1-3)	Construction Cost for Center Street Improvements
Option 1: Two Speed Tables With Three Bulb Outs	\$28,500 – \$47,500
Option 2: Two Speed Humps with Four Bulb Outs	\$24,750 – \$41,250
Option 3: Three Bulb Outs	\$13,500 – \$22,500
Option 4: Do Nothing	No Additional Cost

While traffic calming measures have an effect on speed, active traffic calming measures also reduce the emergency response times for emergency vehicles. Center Street is a designated Primary Emergency Response Route and active traffic calming reduces response times. The prevailing speeds on Center Street are typical of collector streets in our area, so there is the question of whether the need and benefit of additional traffic calming improvements justifies the cost to construct them.

Note that we have already recommended that no additional traffic calming be installed on the east end of Center Street. However, if Lindon City desires further traffic calming on Center Street, we suggest Option 3, which would be the least expensive and consists of only passive traffic calming measures, meaning that it would have no impact on emergency response time. At the same time it would provide some benefit to pedestrians.

Please let us know if you have any questions.

Sincerely,
J-U-B ENGINEERS, Inc.

Mark L Christensen
Mark Christensen, P.E.
Project Manager



