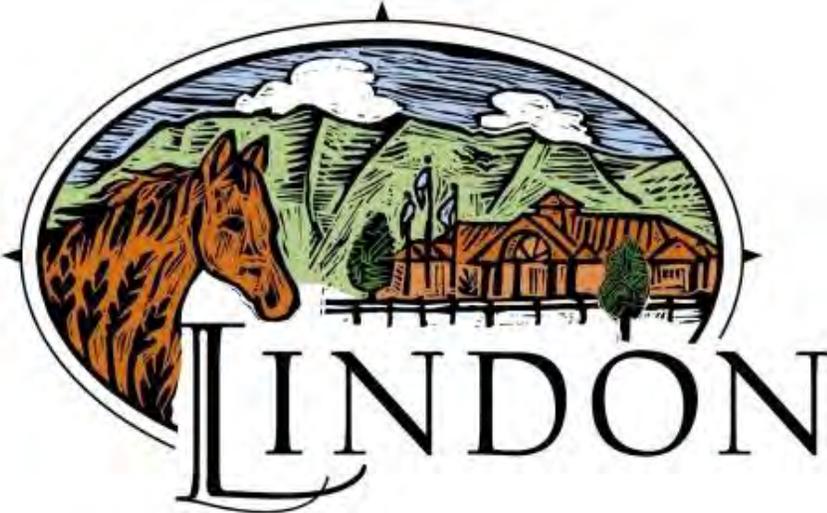


Lindon City Council Staff Report



The City of Lindon
Administration Department

April 1, 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, April 1, 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: Matt Bean

(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.
 - b) Recognition of Carolyn Lundberg for her years of service on the Lindon City Planning Commission. Presented by Mayor Acerson.
- 3. Approval of minutes from February 25, 2014 and March 4, 2014** *(5 minutes)*
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*
- 6. Public Hearing — Cemetery Burial Rights term update, Ordinance #2014-9-O** *(10 minutes)*
This is a request by staff for review and consideration of an update to LCC 8.32.320 “Forfeiture of Burial Rights” to change the length of a burial right term from 60 years to 120 years.
- 7. Review & Action — Fee Schedule updates, Resolution #2014-7-R** *(20 minutes)*
This is a request for review and consideration of multiple changes to the Lindon City Fee Schedule, including updates to the Aquatics Center fees for the 2014 season.
- 8. Review & Action — Bid Award: 2014 Street Rehabilitation Projects** *(5 minutes)*
This is a request by staff for the Council’s approval of the low bid for street reconstruction along various roadways within the city, including asphalt repair work on the city center parking lot. Work done on Center Street and the City Center parking lot will be paid with State Street RDA funds. Staff recommends awarding the project to the low bidder, Geneva Rock Products Inc., with a bid of \$315,705.34.
- 9. Review & Action — Bid Award: Fryer Park Asphalt Trail** *(5 minutes)*
This is a request by staff for the Council’s approval of the low bid for installation of an 8’ wide asphalt walking trail and conduit for future trail lighting around Fryer Park, with some additional asphalt work along the Lindon Heritage Trail. Staff recommends awarding the project to the low bidder, Johnston & Phillips, with a bid of \$79,484.30.
- 10. Review & Action — Bid Award: Lindon View Park Sprinkler System** *(5 minutes)*
This is a request by staff for the Council’s approval of the low bid for installation of a sprinkler system within the remaining area surround the completed Murdock Canal trail head at Lindon View Park. Staff recommends awarding the project to the low bidder, Stratton and Bratt, with a bid of \$23,500.00.
- 11. Review & Action — Utah Infrastructure Agency OpEx Assessments** *(60 minutes)*
At the request of Mayor Acerson, the Council will review UIA/UTOPIA performance reports and provide direction to staff in regards to whether payment of OpEx assessment invoices received for the months of November 2013 through April 2014 in the amount of \$10,169.00 per month should be made. The assessments have been budgeted for the 2013-14 fiscal year.

12. Review & Action — Interlocal Agreement: North Pointe Solid Waste Special Services District, Resolution #2014-6-R (20 minutes)

This item was continued from the January 7, 2014 Council meeting. This is a request for City Council's review and consideration of an interlocal agreement between the solid waste district and the thirteen member cities that comprise the district, to provide continued commitment to the district for the collection, transfer, transportation, and disposal of municipal solid waste.

13. Review & Action — UDOT / Lindon Agreement to manage storm water basin (10 minutes)

This is a request for review and consideration of an update agreement between the Utah Department of Transportation and Lindon City stipulating terms of maintenance and expansion of an existing storm water detention basin west of Geneva Road. The current basin is undersized for current and projected flows and the City is planning to use Westside RDA funds to complete expansion of the basin on UDOT owned property.

14. Review & Action — Appointment to Historic Preservation Commission (5 minutes)

This is a request for review and consideration of the Mayor's recommendation to appoint Ted & Erlene Lott to a two-year term on the Lindon City Historic Preservation Commission.

15. Review & Action — Appointments to Planning Commission (5 minutes)

This is a request for review and consideration of the Mayor's recommendation to re-appoint Ron Anderson and Sharon Call to the Lindon City Planning Commission. Both individuals are expected to serve a full three-year term. This will be Mr. Anderson's sixth term on the Planning Commission and Mrs. Call's third term on the Commission.

16. Review & Action — Commission on Alien Invasion of Lindon Equine Population (5 minutes)

This is a request by staff for the Council's consideration in forming a committee to study the effect of aliens invading Lindon's equine population. It is proposed that the Commission meet annually on April 1st to conduct interviews with Lindon horses and gather data on their interactions with space aliens within the city limits. Mr. Ed will be in attendance to provide testimony on the issue.

17. 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 |

18. 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
Time: ~11:00 a.m.

Date: March 28, 2014
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: Matt Bean

Item 1 – Call to Order / Roll Call

April 1, 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.
- b) Presentation: Recognition of Carolyn Lundberg for her years of service on the Lindon City Planning Commission. Presented by Mayor Acerson.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes from **February 25, 2014** and **March 4, 2014**.

(See attached draft minutes)

The Lindon City Council held a special meeting beginning at 6:00 p.m. on **Tuesday, February 25, 2014** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

SPECIAL SESSION – 6:00 P.M.

Conducting: Jeff Acerson, Mayor

PRESENT

ABSENT

- Jeff Acerson, Mayor
- Matt Bean, Councilmember
- Randi Powell, Councilmember
- Van Broderick, Councilmember
- Jacob Hoyt, Councilmember
- Carolyn Lundberg, Councilmember
- Adam Cowie, City Administrator
- Kathryn Moosman, City Recorder

1. **Call to Order/Roll Call** – The meeting was called to order at 6:05 p.m.
2. **Presentations/Announcements** –
 - a) **Oath of Office Ceremony** – Newly appointed Councilmember, Carolyn Lundberg, was sworn into office by Mayor Jeff Acerson to fill the remainder of the vacant Council term which will end in January 2016. Mayor Acerson and the Council welcomed Councilmember Lundberg and expressed their congratulations to her and their appreciation for her willingness to serve the citizens of Lindon.
 - b) **Mayor/Council Comments** – There were no comments at this meeting.
3. **Open Session for Public Comment** – Mayor Acerson called for any public comment not listed as an agenda item. There were no public comments.

CURRENT BUSINESS

4. **Action Item** – *Planning Commissioner Appointment.* The Council will consider the recommendation of Mayor Acerson to appoint Robert (Bob) Wily to the Lindon City Planning Commission. If appointed, it is anticipated that Mr. Wily will serve a full term on the Commission ending in February 2017.

Adam Cowie, City Administrator, gave a brief summary of this agenda item explaining that Bob Wily was an applicant for the previous vacant Council seat. Mr. Cowie noted that the day after the Council member appointment meeting, Mr. Wily contacted the City with an interest to volunteer in other capacities in the City. Mr. Cowie further explained that Mayor Acerson and Councilmember Bean have spoken with Mr. Wily and they have indicated that he is able and eager to begin serving as a Planning Commissioner. Mr. Cowie stated that staff appreciates Mr. Wily’s willingness to serve

the City and noted that he has been contacted regarding his potential duties. Mr. Cowie then referenced Mr. Wily’s letter of appointment that will be signed by the Mayor if appointed by the Council tonight.

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

COUNCILMEMBER POWELL MOVED TO APPROVE MAYOR ACERSON’S RECOMMENDATION TO APPOINT ROBERT M. WILY TO THE LINDON CITY PLANNING COMMISSION TO SERVE A THREE-YEAR TERM ENDING ON THE LAST DAY OF FEBRUARY 2017, OR UNTIL HIS SUCCESSOR HAS BEEN APPOINTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE

THE MOTION CARRIED UNANIMOUSLY.

5. Action Item – *Financial Audit Report for Fiscal Year 2012-2013.* Representatives from Keddington & Christensen, LLP and Lindon City Finance Director, Kristen Colson will present for the Mayor and Council’s acceptance, the city’s annual financial audit report for fiscal year ending June 30, 2013.

Adam Cowie, City Administrator, gave a brief summary of this agenda item. He explained that the audit was performed by an independent auditing firm, Keddington & Christensen, LLP (K&C), who was hired by the City last year to perform the audit for the 2012-13 fiscal year ending June 30, 2013. Mr. Cowie noted that over the last several months their firm has been reviewing the City’s financial records, policies, and procedures. Mr. Cowie stated that they have now completed the audit including their findings and recommendations.

Mr. Cowie noted that Staff recommends that the City Council accept the Fiscal Year 2012-13 audit as presented. He directed the Council to reference the 2013 Annual Financial Statements and 2013 Supplementary Report (included in council packets). Mr. Cowie noted that representatives from Keddington & Christensen, Brent Christensen and Angie Broadhead are in attendance along with Kristen Colson, the Lindon City Finance Director to present the report and to answer any questions the Council may have.

Mr. Christensen opened the discussion by stating that part of their jobs, as the auditors hired by the City Council, is to talk to and educate the Council, who is the governance of the City, and who has the responsibility to ensure that the financial report that is going out to the citizens is good and correct. He noted that Lindon has good internal controls, and with some fine tuning, is a very functional city. Mr. Christensen noted they have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Lindon City Corporation and as of and for the year ended June 30, 2013,

2 and the related notes to the financial statements, which comprise the City’s basic
3 financial statements.

4 Mr. Christensen stated that nothing tonight will come as a shock to the Council,
5 and noted if they had found anything of major concern they would have let the Council
6 know by now. Mr. Christensen commented that they take management integrity very
7 seriously; they look at all of the controls going in and going out of the city and they also
8 look at the money moving around the city. Mr. Christensen commented that they also
9 take fraud very seriously. He mentioned that they also audit for Utopia and UIA, which
10 is controversial but very transparent, and they recently completed a thorough audit of
11 Utopia and have not found, in the last few years, any issues or major problems and they
12 feel that Utopia is on board.

13 Mr. Christensen stated that the audit took a little longer than anticipated but there
14 were some valid reasons. He added that he doesn’t feel there will be any problems next
15 year with the timing. They felt that everything went smoothly and management was
16 straightforward with their information and were not hiding anything and everything was
17 handled with integrity. Mr. Christensen further stated that they tested the City’s internal
18 controls to understand what is happening, and make sure the city is not at risk in any area;
19 and to also to design how many procedures are in place. He went on to say that for the
20 most part, they feel that Lindon has good internal controls and anything mentioned will
21 just be “fine tuning” of a very functioning organization. Mr. Christensen stated that they
22 design their auditing procedures to a point that they can give an opinion, that overall, the
23 city financial statements can be relied upon. Mr. Christensen stated that it is their
24 responsibility to express opinions on these financial statements based on their audit.

25 Mr. Christensen re-iterated that if they had found anything wrong the Council
26 would have been notified already. He noted that there were not any disagreements with
27 management and the information requested was given in a timely manner. He added that
28 management is responsible for the preparation and fair presentation of these financial
29 statements. Mr. Christensen stated that their audit was conducted for the purpose of
30 forming opinions on the financial statements that collectively comprise Lindon City
31 Corporation’s financial statements as a whole. Mr. Christensen then referenced their
32 opinion as follows:

33 **Opinion**

34 In our opinion, the financial statements referred to above present fairly, in all material
35 respects, the respective financial position of the governmental activities, the business
36 type-activities, each major fund, and the aggregate remaining fund information of Lindon
37 City Corporation as of June 30, 2013, and the respective changes in financial position,
38 and, where applicable, cash flows thereof and the respective budgetary comparison for
39 the General Fund and the Major Special Revenue Fund for the year then ended in
40 conformity with accounting principles generally accepted in the United States of
41 America.

42 Ms. Broadhead addressed the Council at this time. She noted they have audited
43 Lindon City with the general and major state program compliance requirements for the
44 year ending June 30, 2013. Ms. Broadhead stated that their responsibility, as auditors, is
45 to express an opinion on the City’s compliance based on their audit. She noted this audit
46

was conducted in accordance with applicable financial auditing standards. Se added that those standards require that they perform the audit in order to obtain reasonable assurance about whether noncompliance with the compliance requirements could have a material effect on the major assistance programs or general compliance requirements. Ms. Broadhead noted that an audit includes examining evidence about the City's compliance with these requirements and performing such other procedures as considered necessary in the circumstances. Ms. Broadhead stated that they believe their audit provides a reasonable basis for their opinion, however, their audit does not provide a legal determination of the City's compliance with those requirements.

Ms. Broadhead then presented the findings and audit opinion as follows:

Opinion

In our opinion, the City complied, in all material respects, with the general compliance requirements for the year ended June 30, 2013.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with the *State of Utah Legal Compliance Audit Guide* and which are described in the accompany *Schedule of Findings and Recommendations* as items 3, 4, and 5.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit, we considered the City's internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. A *deficiency in internal control over compliance* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying *Schedule of Findings and Recommendations* as finding 3 that we considered to be a significant deficiency.

2 **City's Response to Findings**

4 The City's response to the findings identified in our audit is described in the
 6 accompanying *Schedule of Responses to Auditor's Findings*. The City's response was not
 subjected to the auditing procedures applied in the audit of the financial statements, and,
 accordingly, we express no opinion on it.

8 **Purpose of Report**

10 This report is intended solely to describe the scope of our testing of internal control and
 compliance and the results of that testing, and not to provide an opinion on the
 effectiveness of the City's intern

12 Ms. Broadhead then gave the Financial Audit and Government Auditing Standards
 14 Findings as follows:

16 **1. Misstatements in the Financial Statements (Material Weakness)**

18 **Finding**

20 During our audit, we noted misstatements in the financial statements that were not
 prevented or detected and corrected by the City's internal control. Among these
 misstatements were errors affecting prior periods resulting in adjustments to general fund
 22 balance and governmental activities net position of \$394,586 and \$560,336, respectively.
 During the audit, we proposed the following adjustments that were material to the
 24 financial statements as follows:

- 26 a) Revenues relating to the year under audit that had not been received as of year-end
 had not been recognized in the financial statements as revenues and receivables.
 Adjustments included state B&C roads funds of \$77,120, Franchise taxes of \$8,658,
 28 and other miscellaneous taxes for \$24,255. This adjustment also resulted in sales tax
 revenue, B&C roads funds, and other tax revenues that were recognized during the
 30 fiscal year that belonged in the prior fiscal year, resulting in a prior period adjustment
 to the General Fund's fund balance and governmental activities' net position of
 32 \$394,586.
- 34 b) Property tax levies were not recorded as accounts receivable and deferred revenue in
 accordance with GASB 33 *Accounting and Financial Reporting for Non-exchange*
Transactions. Adjustments were made to the General Fund and the Redevelopment
 36 Agency Fund for \$1,615,407 and \$1,070,000, respectively.
- 38 c) A grant received by the City and subsequently disbursed to Orem City for the Lindon
 Hollow Creek Realignment Project had not been properly accounted for. The
 disbursement was fully capitalized as an asset when \$267,703 of the disbursement
 40 should have been recorded as an expenditure for the City, in order to properly account
 for the grant.
- 42 d) Invoices relating to the fiscal year under audit had not been accrued as payable and
 expense in the amount of \$138,661.
- 44 e) Compensated absence accruals previously included all accrued employee sick leave.
 Adjustments to correct compensated absence accruals to reflect the balance that
 46 should be accrued in accordance with governmental accounting standards totaled

\$165,750, which was also a prior period adjustment to the governmental activities' net position.

- f) Notes payable to Utah Infrastructure Agency and the corresponding notes receivable from the City's residents for financing of hookup costs to the fiber optic network were not recorded in the Telecommunications fund in the amount of \$406,063 as of the end of the fiscal year. The amount not reported as notes payable and notes receivable in the prior fiscal year totaled \$277,200.
- g) Capital outlays for police vehicles of \$428,029 and the Lindon View Park property purchase of \$100,000, as well as the related financing in the same amounts, were not recorded as the full expenditure and other financing source in the governmental fund financial statements. Because the budgets were not prepared in accordance with generally accepted accounting principles, these adjustments caused fund expenditures to be over budget for both the General Fund and the Capital Projects Fund.
- h) An escrow account held by Orem City with funds contributed by Lindon City in fiscal year 2011 of \$540,375 was still being reported on the financial statements as the City's cash. The money held in escrow had been spent by Orem City in fiscal year 2012 and should have been reported as construction in progress in that year.

Recommendation

We recommend that the City implement internal control procedures to prevent or detect material misstatements.

2. Signed Checks Returned To Check Preparer (Significant Deficiency)

Finding

During our audit, we noted that the accounts payable clerk prepares the checks and mails them once they have been signed. This employee has custody of assets (checks) and recording responsibilities. This provides the opportunity for the employee to reroute checks from the City for personal benefit and subsequently adjust accounts payable to hide the theft.

Recommendation

We recommend that the City arrange to have a person separate from the accounts payable process be responsible for mailing the checks once they have been signed.

There was then some general discussion regarding the audit findings. Councilmember Hoyt inquired when the audit is due and how does Lindon City compare to other cities. Mr. Christensen stated that the audit is due December 31st and there can be penalties imposed if late. He stated that they find errors 95% of the time in most cities because they spend so much time on the audit and have the experience to detect the errors.

Councilmember Bean asked about the finding related to the police vehicles and did the lease rules change recently. Mr. Christensen explained that it is a Capital lease and it was not set up properly. Councilmember Bean also asked about an interlocal agreement and to make sure we are tracking it. Mr. Christensen stated that the payments

2 are made to them, as a loan to them, and then the State Auditors allow the cities to write
it off and it is being tracked.

4 Mayor Acerson and Mr. Cowie expressed their appreciation to the auditors and
Ms. Colson for their hard work and for the valuable information presented. Mayor
Acerson called for any further discussion or comments. Hearing none he called for a
6 motion.

8 COUNCILMEMBER HOYT MOVED TO ACCEPT THE AUDIT REPORT AS
PRESENTED FOR FISCAL YEAR ENDING JUNE 30, 2013. COUNCILMEMBER
10 BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS
FOLLOWS:

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

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

22 **Adjourn** –

24 COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING AT
6:45 P.M. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL
26 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

28 Approved – April 1, 2014

30
32 _____
Kathryn Moosman, City Recorder

34
36
38 _____
Jeff Acerson, Mayor

The Lindon City Council held a regularly scheduled meeting on **Tuesday, March 4, 2014 at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 7:00 P.M.

Conducting: Jeff Acerson, Mayor
Pledge of Allegiance: Ben Winters, Boy Scout
Invocation: Carolyn Lundberg, Councilmember

PRESENT

ABSENT

Jeff Acerson, Mayor
Matt Bean, Councilmember
Randi Powell, Councilmember
Van Broderick, Councilmember
Jacob Hoyt, Councilmember
Carolyn Lundberg, Councilmember
Adam Cowie, City Administrator
Hugh Van Wagenen, Planning Director
Kathryn Moosman, City Recorder

Cody Cullimore, Chief of Police

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

2. Presentations/Announcements –

- a) **Mayor/Council Comments** – Mayor Acerson welcomed recently appointed Councilmember Carolyn Lundberg as the newest member of the Council. Councilmember Powell mentioned the Little Miss Lindon Pageant will be this Saturday, March 8, 2014 at 6:00 p.m. at Oak Canyon Jr. High School. Those in attendance were encouraged to attend.

3. Approval of Minutes – The minutes of the regular meeting of the City Council of February 18, 2014 were reviewed.

COUNCILMEMBER POWELL MOVED TO APPROVE THE MINUTES OF THE MEETING OF FEBRUARY 18, 2014 AS AMENDED. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:
COUNCILMEMBER POWELL AYE
COUNCILMEMBER BEAN AYE
COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER HOYT AYE
COUNCILMEMBER LUNDBERG AYE
THE MOTION CARRIED UNANIMOUSLY.

4. Consent Agenda – No items.

2 **5. Open Session for Public Comment** – Mayor Acerson called for any public comment
 4 not listed as an agenda item. Christian Rapier, Boy Scout in attendance, mentioned an
 6 interesting issue of being able to lock your school computers (email) for security
 8 reasons. Mayor Acerson called for any further comments or questions from the
 10 Council. Hearing none he moved on to the next agenda item.

12 **CURRENT BUSINESS**

14 **6. Review and Action** – *Appointment to the Lindon City Redevelopment Agency*. This is
 16 a request by staff for the Council’s formal action to appoint Councilmember Carolyn
 18 Lundberg to the Lindon City Redevelopment Agency (RDA) Board of Directors.

20 Adam Cowie, City Administrator, led the discussion by giving a brief summary of
 22 this agenda item stating this is a request by staff for the Council’s formal action to
 24 appoint Councilmember Carolyn Lundberg to the Lindon City Redevelopment Agency
 26 (RDA) Board of Directors. Mr. Cowie stated this request is pretty straightforward and
 28 action by the Council will officially appoint Councilmember Lundberg as a Board
 30 member of the RDA. He noted the RDA (which is technically a separate entity) meets on
 32 an as needed basis, typically throughout the budget cycle process and contracts with the
 34 City for all of its financial and development services, with the Mayor and Council
 members acting as appointed members of the RDA Board.

Mayor Acerson called for any questions or comments. Hearing none he called for
 a motion.

COUNCILMEMBER HOYT MOVED TO APPOINT COUNCILMEMBER
 CAROLYN LUNDBERG TO THE LINDON CITY REDEVELOPMENT AGENCY
 BOARD OF DIRECTORS. COUNCILMEMBER BRODERICK SECONDED THE
 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER LUNDBERG	AYE

THE MOTION CARRIED UNANIMOUSLY.

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

Mr. Cowie led the discussion by stating Chief Cullimore is requesting the
 Council’s official action to review and approve a resolution establishing a restriction on
 the use of fireworks in specific areas of the city. Mr. Cowie noted that per the Council’s
 request, the fireworks restriction resolution was updated for the 2014 calendar year and
 all restricted areas on the maps are the same as 2013.

Mr. Cowie then presented a photo from a lightning caused fire in 1987 depicting a good example of what can happen if the hillside catches fire. He noted that the resolution before the Council tonight is for consideration to adopt a 2014 fire works restriction, which is the same resolution (with dates updated), that was considered in 2012 and 2013. Mr. Cowie then referenced the proposed restriction map which has the same boundaries as last year; he noted the gray areas depicted on the map are the restricted areas. Mr. Cowie went on to say that part of this resolution, if approved, will also allow the Police/Fire/EMT's to distribute signs and notices on the boundaries and affected areas, and the map will also go on the city website and face book page. Mr. Cowie noted that notices were mailed out last year, but since the boundary is not changing they are not recommending sending out a letter this year. Councilmember Broderick inquired if there were any violations last year.

Captain Lon Myers, Fire Battalion Chief (Lindon Fire station #5), stated there were a few minor violations and infractions last year. Captain Myers stated that this action is all about prevention, because once the hillside goes up in flames there is not much they can do except to try and save homes and property. Mayor Acerson commented that everyone, at one time or another has been a part of lighting fireworks. He addressed the scouts in attendance advising they should always have adult supervision when lighting fireworks to ensure things don't get out of hand and to always make safety a priority.

Councilmember Lundberg inquired if the fireworks restriction is evaluated each year. Mr. Cowie confirmed that statement adding that it was previously requested by the Council to be reviewed annually. Councilmember Lundberg also inquired how the residents on the east bench felt about the boundaries that were in place last year. Mr. Cowie replied that with the changes the 500 ft. line caught a few locations that did not work so they modified the map and made some corrections, and in general, everyone seemed satisfied.

Councilmember Powell asked if the Council's attitude has changed towards the restrictions that are in place from prior years. She added that she would like to make the restrictions a permanent resolution. Mr. Cowie stated that if it were to be made permanent the dates would just need to be changed and to make it indefinite. Mayor Acerson asked the Council to consider if they would like to continue reviewing this issue on an annual basis or to make the restrictions permanent until further changes are made. Following discussion the Council was in agreement to make the restrictions permanent.

Following some additional general discussion by the Council Mayor Acerson called for a motion.

COUNCILMEMBER POWELL MOVED TO APPROVE RESOLUTION #2014-4-R REGARDING FIREWORKS RESTRICTIONS WITHIN THE LINDON CITY LIMITS EFFECTIVE INDEFINITELY AND THE RESTRICTION PERIOD MAY BE LIFTED UPON APPROVAL BY THE CITY COUNCIL. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE

COUNCILMEMBER HOYT AYE
2 COUNCILMEMBER LUNDBERG AYE
THE MOTION CARRIED UNANIMOUSLY.

4
8. **Review & Action** – *Utah County Storm Water Coalition (Resolution #2014-5-R).*

6 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
8 participate in compliance with their National Pollution Discharge Elimination System
(NPDES) storm water permit requirements concerning public education and outreach.

10
12 Mr. Cowie opened the discussion by explaining this item is a request for review
and consideration of an interlocal agreement between Utah County and various other
14 cities within the County who desire to jointly participate in compliance with their
National Pollution Discharge Elimination System (NPDES) storm water permit
16 requirements concerning public education and outreach. He noted that this is an
agreement that Lindon is currently participating with the Storm Water Coalition and has
18 been a member of this interlocal agreement since 2008. Mr. Cowie further noted that the
term of the original agreement expired in December 2013 and this new agreement
20 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. He added
22 that no penalties exist if the city chooses to terminate participation in the agreement and
only a few days notice would need to be provided.

24 Mr. Cowie explained 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
26 water treatment and water shed protection. He noted this requirement is one of many
storm water regulations that are administered by the State of Utah Dept of Water Quality.
He further explained as part of this program Lindon has previously joined with the Utah
28 County Storm Water Coalition to coordinate and attempt to standardize storm water
regulations and processes across the County. He added this interlocal agreement provides
30 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
32 teach students about storm water quality and water shed protection.

34 Mr. Cowie noted the 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
36 on population and number of schools in Lindon). This amount is annually budgeted and
paid by Storm Water fees, and the collective effort will meet the education requirements
38 imposed on the City. Mr. Cowie stated the fee per year is relatively minor given the
potential benefits for better public education and outreach etc.

40 Mr. Cowie stated the City Attorney has reviewed the document and is
comfortable with it as written, and staff has no concerns in approving the revised
42 agreement. Mr. Cowie noted that staff recommends approving this agreement and noted
there are only minor language changes and this will also allow member cities to come
44 into the coalition. There was then some general discussion by the Council regarding the
proposed agreement.

46 Following discussion, Mayor Acerson called for any further comments or
questions from the Council. Hearing none he called for a motion.

COUNCILMEMBER LUNDBERG MOVED TO APPROVE RESOLUTION
 2 #2014-5-R AND AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL
 AGREEMENT FOR NPDES PHASE II STORM WATER PUBLIC EDUCATION AND
 4 OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE.

COUNCILMEMBER BEAN SECONDED THE MOTION. THE VOTE WAS
 6 RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL AYE

8 COUNCILMEMBER BEAN AYE

COUNCILMEMBER BRODERICK AYE

10 COUNCILMEMBER HOYT AYE

COUNCILMEMBER LUNDBERG AYE

12 THE MOTION CARRIED UNANIMOUSLY.

14 **9. Review & Action** – *Easement & Construction Acquisition Agreement*. This is a
 request for review and consideration of an Easement & Construction Acquisition
 16 Agreement between Lindon City and PacifiCorp to secure Lindon Heritage Trail
 right-of-way through the Lakeside Power plant property.

18
 Mr. Cowie gave a brief summary of this agenda item stating this is a request for
 20 review and consideration of an Easement & Construction Acquisition Agreement
 between Lindon City and PacifiCorp to secure Lindon Heritage Trail right-of-way
 22 through the Lakeside Power Plant property. Mr. Cowie noted that PacifiCorp recently
 provided this agreement approving donation of an easement for the future Lindon
 24 Heritage Trail right-of-way. He added that staff has worked with PacifiCorp for a number
 of years to acquire this agreement and the easement through their property. Mr. Cowie
 26 then presented a map depicting the location of the trail and easement. He mentioned if
 the easement agreement was received by March 1st the design may be finished and the
 28 project could be bid out for construction this calendar year. Mr. Cowie stated that this is
 the goal staff is working towards and it is exciting to be nearing the end of the
 30 construction of the trail. Mr. Cowie noted that upon review of the agreement there are a
 few changes staff would like to see. Mr. Cowie stated, in an effort to continue to move
 32 forward, staff is requesting that the Council approve the Easement & Construction
 Acquisition Agreement subject to final staff review and approval and signature by the
 34 Mayor.

Mr. Cowie commented that they are grateful for PacifiCorp's willingness to
 36 donate or dedicate this easement at no cost. He noted there are some strict limitations
 associated with insurance requirements and stipulations and some minor changes that
 38 they are reviewing with the City Attorney. Mr. Cowie also suggested to include in the
 motion the authorization for staff to make the minor alterations and to also give the
 40 Mayor the authorization to sign the agreement. He added that the agreement does need
 some tweaks in the draft language, but these are all minor issues. Mr. Cowie also
 42 commented that essentially the agreement states that PacifiCorp will donate the easement
 if issues are adequately addressed and justified along the Lindon Hollow Ditch with the
 44 Army Corps of Engineers regarding the wetlands. Mr. Cowie commented that this is a bit
 of a process but staff feels everything can be met successfully. He added that the
 46 documents will need to be finalized with the agreement.

2 At this time, Councilmember Powell gave accolades to Mr. Cowie for all of the
work he has done on this project with the Army Corps of Engineers. She commented that
4 his hard work is reflected in the ability for the project to move forward. Mr. Cowie noted
that Mr. Christensen is in attendance if there are any technical questions.

6 Mr. Cowie commented this trail will be a safe off-road route that will be great
when it is completed and he would encourage everyone to take advantage of it. There
was then some general discussion by the Council regarding the agreement. Mr. Cowie re-
8 iterated that staff is requesting approval for staff to finalize the documents and give the
Mayor the authorization to sign the finalized agreement.

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

12
14 COUNCILMEMBER BEAN MOVED TO APPROVE THE EASEMENT AND
CONSTRUCTION ACQUISITION AGREEMENT BETWEEN LINDON CITY AND
PACIFICORP AND, PENDING MINOR ALTERATIONS SUGGESTED BY STAFF,
16 AUTHORIZE THE MAYOR TO SIGN THE FINALIZED AGREEMENT.

18 COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

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

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

32
34 Mr. Cowie gave a brief summary of this agenda item by explaining that Mark
Christensen, City Engineer, is in attendance to address the Council. He noted this is a
follow-up to a presentation made by Mr. Christensen last fall to discuss possible sewer
36 billing options based on monthly meter readings versus averaging of water meter
readings. Mr. Cowie noted that Mr. Christensen is here to present his recommendations
38 after consideration of various options for sewer billing. He added that following
discussion the Council will discuss the options and provide direction to staff on whether
40 to bring the issue forward as a future fee schedule amendment.

42 Mr. Christensen addressed the Council at this time. He noted that the practice has
been that the sewer bills each month are based on the water meters readings from the
previous winter. He noted that late last year they presented a variety of options to the
44 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
46 readings) and were asked to come back with a recommendation. He noted that after

looking at the different methods there really is not a good way that works for everybody; for residents, business owners, and in terms of the city to manage it.

Mr. Christensen went on to say 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. Mr. Christensen explained from using water use data from the full fiscal year ending 2012, and based on their approximation of who had access to the pressurized irrigation system at the time, they calculated what the sewer rates and revenues would have been in that year with the proposed method in place. The purpose being to give the Council an idea of what the effect of a policy change may be on city revenues and the customers.

Mr. Christensen then referenced the effect that using the proposed method of calculating sewer bills would have had during the fiscal year ending in 2012 as 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%

Mr. Christensen stated that since sewer flows aren't measured directly, there is no simple method of calculating sewer bills that would be totally fair for everybody. He noted that they feel the method described above would be more equitable on the whole than the current practice.

Mr. Christensen concluded that they 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 pressurized irrigation systems, and based on winter-time water use for those who do not have access to the pressurized irrigation system.

There was then some general discussion by the Council regarding this issue. Mayor Acerson suggested, if we move forward, that an educational program may be beneficial with an equity based billing. He also asked if it would be beneficial to meet with some of the businesses that may be impacted as to be proactive. Mr. Cowie commented that they still have several months available for them to put a timeline together with some ideas of providing notice to the most impacted properties and bring it back to the Council. In summary, Mr. Cowie stated that he is hearing, in general, that the Council is in agreement to proceed in the direction of a month to month billing for the sewer based on

the water rates with some sort of variance procedural allowance for businesses to meet with staff. Mr. Cowie noted this is just a discussion item with no motion necessary. Mayor Acerson commented that he thinks this issue may be moving in the right direction. Mr. Cowie stated that he will schedule a meeting with Mark Christensen, Don Peterson, and Kristen Colson to discuss some ideas for a variance process.

At this time, Mr. Cowie mentioned an item not listed on the agenda (no action required). He noted that Mr. Christensen recently sent him the traffic calming report for Center Street (included in the packets). Mr. Christensen then gave a brief history and updated report on the Center Street traffic calming study. He commented that traffic was increased when the canal was piped and Center Street was extended over the canal including some widening work above the Church on Center Street. He noted with the project the traffic is, in fact, heavier and faster and there are more kids walking to school because of the access. Mr. Christensen stated, at that time, there were some questions from residents, and commitments made on the part of the City, to look at traffic volume changes and speeds to try and calm the traffic. Mr. Christensen stated that when they studied this, they determined that the speeds have increased along with a higher volume of vehicles. He noted the speeds are about what they average on most collector streets.

Mr. Christensen explained that they met with Chief Cullimore and City Staff to consider different options. He noted that the existing traffic calming on Center Street consists of narrow lane striping and a fairly high degree of traffic “friction” (elements that make drivers feel less comfortable traveling at increased speeds. They also looked at the effect various traffic calming measures may have on speeds and considered the costs and also the effect on pedestrian safety and emergency response times. Mr. Christensen then discussed the three (3) options of traffic calming measure comparisons as follows:

1. Two Speed Tables w/three bulb outs – (most expensive) \$28,500 - \$47,500
 - Elevates Pedestrians
 - Reduce Traffic Speeds – 23-30 mph
2. Two Speed Humps w/four bulb outs – (next expensive) \$24,750 - \$41,250
 - Reduce Traffic Speeds – 22-26 mph
3. Three Bulb Outs – (least expensive) \$13,500 - \$22,500
 - Shortens Street Crossing Distance
 - Increased Visibility – 30-32 mph

Mr. Christensen concluded that traffic calming measures have an effect on speed, active traffic calming measures also reduce the response times for emergency vehicles (Center Street is a designated Primary Emergency Response Route) and active calming measures reduce response times. He noted the speeds are typical of collector streets in the city with the difference being the school crosswalk. He pointed out that it is questionable if the need and benefit of traffic calming improvements warrants the costs.

Mr. Christensen noted that they previously recommended that no additional traffic calming measures be installed on the east end of Center Street, however, if the city desires further studies they would suggest using Option 3, which is the least expensive and has only passive calming measures (no impact on emergency response times) but would be somewhat beneficial to pedestrians. Mr. Cowie commented that he is looking

for direction from the Council as to whether or not to inform the neighborhood of the traffic calming study recommendations through a public hearing, by letter, or wait until further options are evaluated. There was some lengthy general discussion regarding the information presented. Mr. Cowie noted that he hears, following discussion, the Council is in agreement to recommend incorporating more signs, re-striping and enforcement for the time being with no notification to neighbors until further discussion. It was also agreed to evaluate the possibility of increasing speed limits on 400 North and 200 South.

COUNCIL REPORTS

Councilmember Powell – Councilmember Powell reported that she attended the North County Outreach meeting and commented that Greg Hudnall, with the “Hope for Utah” which is a task force that is helping to change the dialogue the public has for suicide prevention. She noted this is a wonderful program and they have offered to come and do a presentation and training with the Council. Councilmember Powell expressed her thanks to Gary Hoglund, Code Enforcement Officer, for taking care of the non-permitted signs by Wal-Mart.

Councilmember Bean – Councilmember Bean reported that he may have a conflict in attending the budget meeting scheduled for March 11th at noon. It was agreed to change to the meeting to March 18th at noon. Councilmember Bean thanked Councilmember Hoyt for the suggested names for the Planning Commission vacancy; Mark Clement and Kurt Stembridge.

Chief Cullimore – Chief Cullimore was absent from this meeting.

Councilmember Hoyt – Councilmember Hoyt asked if the Mayor had reached out to the new members of the Historical Preservation Commission. Mayor Acerson replied that he has not, as yet, contacted them and he will check with Hugh Van Wagenen, Planning Director, to get the information. Councilmember Hoyt also reported that the next meeting of the Historical Preservation Commission will be held at Tonya LeMone's house and the Mayor is invited to attend.

Councilmember Broderick – Councilmember Broderick reported that he attended the Provo River Water Users meeting. He noted that last year water shares received 47.5% of the water it normally gets and they are hoping it goes higher.

Councilmember Lundberg – Councilmember Lundberg reported that she will be attending the Tree Board meeting this Thursday. She also reported that she met with Don Peterson regarding the cemetery and looked at their 5 year projection plan. She noted that they would like to have a small building to provide a restroom, a 2 bay shop area, an office etc. Councilmember Lundberg reported that approximately 1/3 of the cemetery is sold. There is also the vacant 4 acre parcel (of which “Carlos” the grounds keeper, does a great job with the maintenance). She did suggest contacting Carlos about doing some burning on the fence line. Councilmember Lundberg mentioned that there is not a lot of information on the website regarding the cemetery. She suggested adding a “frequently

asked questions” segment on the cemetery webpage and also to put the “Cemetery Booklet” online. She also mentioned a “Feedback Card” has been drafted to mail out for resident comments. Councilmember Lundberg also mentioned an issue of extending the “Right to Burial Agreement” from 60 years to 120 years, she noted that State Code limits it to 60 years if it is a recorded deed or plot. Mr. Cowie stated they will looking into this issue. Councilmember Lundberg inquired if the engineering plans are finalized for Fryer Park and if it is budgeted for a path and light. Mr. Cowie confirmed that statement and noted that he is communicating with Mr. Bateman and Mr. Peterson on this issue.

Mayor Acerson – Mayor Acerson reported that Representative Stratton has pulled his bill because of the opposition from the League of Cities and Towns. However, he will still try to have some discussion on it in the future. Mayor Acerson reported that he will be attending a Utopia Mayor’s meeting on Friday. He invited Councilmember Bean to attend. Mayor Acerson reported that the Wal-Mart employees will be donating their time in helping to clean the pool on April 5th. He also mentioned that Saturday is the last LPC meeting in Provo at 7:00 p.m.

Administrator’s Report:

Mr. Cowie reported on the following items:

Misc Updates:

- Project Tracking List – an updated list will be provided at next meeting
- Engineer’s Center Street traffic calming recommendations
- UTOPIA updates. SB 190; Milestone one completion expected by mid-April, Mayor’s meetings, OpEx
- Legislative updates

Upcoming Meetings & Events:

- Newsletter Assignment: Councilmember Lundberg - May newsletter article. *Due by last week in April*
- March 3rd at Noon – ULCT Legislative Policy Committee at State Capitol, Room W30. Mayor Acerson and Adam Cowie will attend
- March 8th at 6:00 p.m. Little Miss Lindon Pageant at Oak Canyon Jr. High
- March 11th at Noon at City Center. Budget Committee Meeting. Mayor Acerson, Councilmember Bean and Councilmember Hoyt will attend
- March 12th at 9:00 a.m. – Bike/Pedestrian Master Plan Committee meeting Downstairs conference room. Mayor Acerson and Councilmember Lundberg will attend
- April 29th at Noon at City Center. Budget Committee Meeting. Mayor Acerson, Councilmember Bean and Councilmember Hoyt will attend

Future items:

- Transfer station interlocal agreement
- Cemetery ordinance 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
- Mayor Acerson called for any further comments or discussion from the Council.
Hearing none he called for a motion to adjourn.

Adjourn –

COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING AT 9:55 P.M. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – April 1, 2014

Kathryn Moosman, City Recorder

Jeff Acerson, Mayor

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

- No Items.

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

6. Public Hearing — Cemetery Burial Rights term update, Ordinance #2014-9-O (10 minutes)

This is a request by staff for review and consideration of an update to LCC 8.32.320 “Forfeiture of Burial Rights” to change the length of a burial right term from 60 years to 120 years.

This is a staff request that was initiated by citizen inquiry into the term of burial rights currently approved to last up to 60 years unless an extension is obtained. Some individuals have purchased burial rights for younger children who are not deceased, and desired for the burial rights to continue longer than 60 years. This ordinance changes the term date to 120 years to exceed all reasonable life expectancy – and updates the ordinance to be in conformance with current State Code which regulates this issue. Staff recommends approval of the ordinance change.

See attached Ordinance.

Sample Motion: I move to (approve, continue, deny) Ordinance #2014-9-O to update the term of a burial right in the Lindon City Cemetery from 60 years to 120 years.

ORDINANCE NO. 2014-9-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING LINDON CITY CODE TITLE 8, SECTION 8.32.320, TITLED “FORFEITURE OF BURIAL RIGHTS,” AND MODIFYING, AMENDING, AND REVISING THE PROVISIONS OF THE SECTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lindon City finds it is necessary to amend the Cemeteries and Burials Regulations found in Lindon City Code, ensuring this code section which governs cemeteries and burials is pursuant to Utah State Code;

WHEREAS, the City desires to add rules and procedures to the existing code which governs the authority of Lindon City;

WHEREAS, the adoption of such provisions will assist in carrying out the responsibilities of Lindon City, and said provisions are in compliance with Utah State requirements; and

WHEREAS, the current ordinance should be amended to provide such provisions and be added to the Municipal Code of Lindon City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lindon City, Utah County, State of Utah, Title 8, Section 8.32.320 of the Lindon City Code is hereby adopted and will read as follows:

SECTION I:

Section 8.32.320 Forfeiture of burial rights.

~~Any burial right or lot which that remains unused for a period of 60-120 years after the date of issuance of the Certificate of Burial Right shall automatically expire and become null and void, and the burial right and lot shall automatically revert to the city in accordance with procedures and notice requirements set forth in Title 8, Chapter 5, U.C.A. and as may be amended hereafter. unless, prior to the expiration of said 60 year period, However, a burial right or lot will not revert to the city if the Owner provides proof of a valid interest in the burial right or lot within the time frames set forth in said statutes. obtains Upon receiving proof of a valid interest in the burial right or lot, the city shall, at no cost to the owner, issue a new Certificate which shall be valid for an additional 120 years from the city. The Owner of a burial right or lot that has reverted to the city, upon providing proof of a valid interest in a burial right or lot that was reclaimed, shall have a right to redemption or other compensation, at the option of the city, in accordance with state law. The city shall also have the right to reclaim any burial right or lot which has remained unused in accordance with Title 8, Chapter 5, U.C.A., or other applicable law.~~

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

SECTION III: The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or

49 unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall
50 nevertheless be unaffected and continue in full force and effect. If a provision of this ordinance is
51 invalid in one or more of its applications, then the provision remains in effect for all applications
52 that are severable from the invalid applications.

53
54 **SECTION IV:** This ordinance does not affect the rights or duties that matured, penalties that
55 were incurred, or proceedings that were begun before its effective date.

56
57 **SECTION V:** This ordinance shall take effect immediately upon its passage and posting as
58 provided by law.

59
60 PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City,
61 Utah, this ____ day of _____, 20____.

62
63
64
65 _____
66 Jeff Acerson, Mayor

67 ATTEST:
68
69 _____
70 Kathy A. Moosman, Recorder

71
72
73 SEAL:

7. Review & Action — Fee Schedule updates, Resolution #2014-7-R

(20 minutes)

This is a request for review and consideration of multiple changes to the Lindon City Fee Schedule, including updates to the Aquatics Center fees for the 2014 season.

See attached list of changes to the Fee Schedule.

Most of these recommended changes have been discussed previously in work sessions or the Budget Kick-off meeting. Additional changes to the Fee Schedule will also be reviewed as part of the 2014-15 budget hearings, but these were items that staff wanted to get corrected and updated ASAP, particularly before the pool season begins. We'll review in detail in the meeting.

Sample Motion: I move to (approve, continue, deny) Resolution #2014-7-R containing changes to the 2013-14 Lindon City Fee Schedule, with the following recommendations:

RESOLUTION NO. 2014-7-R

A RESOLUTION AMENDING THE 2013-14 LINDON CITY FEE SCHEDULE TO UPDATE AQUATICS CENTER FEES, COMMUNITY CENTER FEES, AND OTHER MISCELLANEOUS FEES CHARGED BY THE CITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City has adopted an annual Fee Schedule to define and identify all fees that may be imposed by Lindon City for various public services; and

WHEREAS, the City Council finds it is necessary to amend the Fee Schedule from time to time; and

WHEREAS, the Finance Director and Parks & Recreation Director recommends that the City Council update fees charged at the Aquatics Center, Community Center, and various other fees charged by the City to ensure adequate recovery of costs and continue effective services within the City; and

WHEREAS, approval of the proposed Fee Schedule amendments will benefit the public.

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

Section 1. The 2013-14 Lindon City Fee Schedule is amended as outlined in the attached 'Exhibit A'; and

Section 2. This resolution shall take effect immediately upon passage.

Adopted and approved this _____ day of _____, 2014.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

PROPOSED FEE SCHEDULE CHANGES

For April 1, 2014 City Council Meeting

ADDITIONS

Refund policy for rentals

Rentals must be cancelled 24 hours prior to reserved time in order to qualify for a refund less the \$10 cancellation fee. No refunds for weather related cancellations. However, the reservation may be moved to an available date within the same calendar year.

Refund policy for sports and other programs

Refund requests for sports and other programs which are received before season/program start dates are eligible for a full refund less the \$10 cancellation fee. Refund requests received after the season/program start dates, but before half of the time has elapsed may be eligible for a 50% refund less the \$10 cancellation fee. Refund requests received after half of the season/program has elapsed are not eligible for refunds.

Park Rentals

- Reservations for pavilion rentals will not be taken before the first business day of the current year and are taken throughout the year. Pavilions can be reserved April 15 thru Oct 15 (weather permitting) of the current year.
- Inflatables, carnival rides, water slides, dunk tanks, etc. require a certificate of insurance naming Lindon City as additionally insured before reservations will be approved.

Failure to return Vet Hall key - forfeit deposit (\$200)

CHANGES

Aquatics Center

Daily Admission Fees

Youth - increase from \$4.00 to \$4.50

Adults - increase from \$5.00 to \$5.50

(Lindon residents will still receive \$1 off the Adult admission with I.D.)

Seniors - increase from \$3.00 to \$3.50

Family Night (Monday 6:00 to close) - increase from \$15.00 to \$16.50

Fitness/Lap Swim Time - increase from \$3.00 to \$3.50

Group Rates

Group of 25-49 people - increase from \$3.50/person to \$4.00/person

Group of 50-99 people - increase from \$3.00/person to \$3.50/person

Group of 100+ people - increase from \$2.50/person to \$3.00/person

Party Room Rental - increase from \$25/hr to \$35/hr

Punch Pass - **rate changes to go into effect May 18, 2014**

10 Punches (buy 9, get 1 free)

Resident - increase from \$36.00 to \$40.50

Non-resident - increase from \$45.00 to \$49.50

20 Punches (buy 18, get 2 free)

Resident - increase from \$72.00 to \$81.00

Non-resident - increase from \$90.00 to \$99.00

Season Passes - add tax

Convenience Fee - only Court charges a convenience fee, change in fee schedule from \$1.50 per transaction for Internet and telephone payments to \$2.00 per transaction for Internet payments and \$1.50 per transaction for telephone payments.

DELETIONS

Notarization - we haven't been charging for this service

Passport Applications - we don't offer this service

Orem Fire Service - this is based on Orem's fee schedule and doesn't need to be listed in ours

Rentals

City Center

Public Works

Geneva Resort Park

Veteran's Memorial Hall Volunteer & Not-for-profit Group Rate

Group Soliciting License - we do not offer this, we charge per individual

8. Review & Action — Bid Award: 2014 Street Rehabilitation Projects

(5 minutes)

This is a request by staff for the Council's approval of the low bid for street reconstruction along various roadways within the city, including asphalt repair work on the city center parking lot. Work done on Center Street and the City Center parking lot will be paid with State Street RDA funds. Staff recommends awarding the project to the low bidder, Geneva Rock Products Inc., with a bid of \$315,705.34.

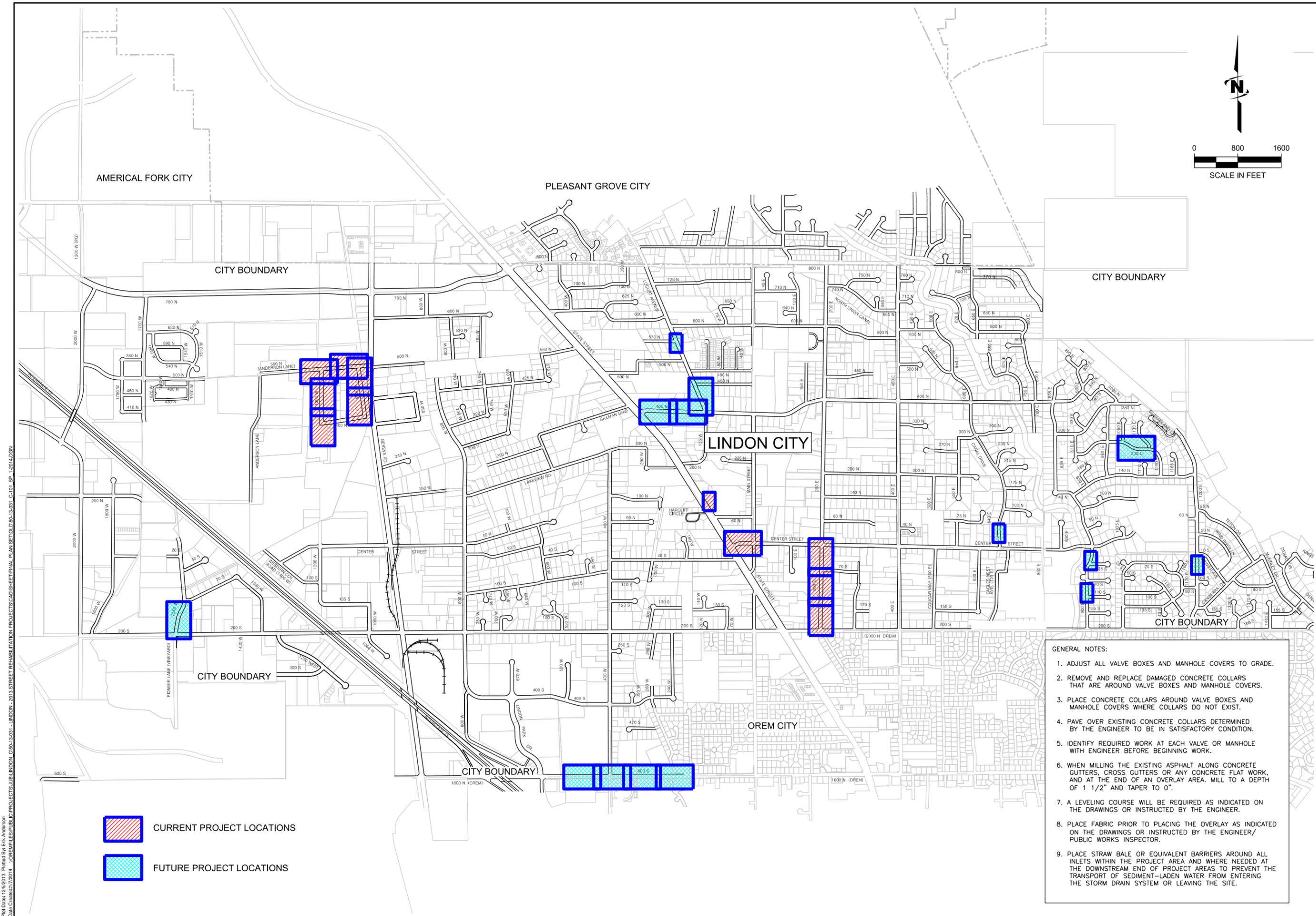
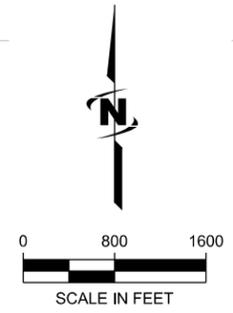
Details of this project include the following:

The Project includes street improvements consisting primarily of reconstructed asphalt street surface in an industrial area in west Lindon along 500 North, 1030 West, and 1200 West (\$173,964.90). Additional road reconstruction will occur along the south portion of 200 East between Center Street and 200 South (\$86,881.77). Also included is parking lot and State Street access construction at the Lindon City Center lower parking lot, which includes: concrete curbing, concrete waterway, and some asphalt surfacing. Other work includes roadway reconstruction along Center Street between Main and State Street. Sidewalk will also be installed along the north side of this road reconstruction adjacent to the Community Center parking lot. Work is expected to start sometime in mid-April.

Three bids were received with the low bid from Geneva Rock totaling \$315,705.34 for all the listed projects. The industrial area roads and 200 East will be paid for by budgeted Class C road funds (gas tax revenues from the State) amounting to \$ 260,846.67. The City has budgeted \$300,000 for Class C road projects. The work on Center Street and the City Center parking lot are within the State Street RDA. Staff recommends using State Street RDA funds for these two projects, amounting to \$ 54,858.67.

A map of planned 2014 reconstruction areas (highlighted in red) is included. Areas highlighted in blue are additional roadway areas that the City plans to repair/replace next fiscal year when additional funding is available.

Sample Motion: I move to award the 2014 Street Rehabilitation Projects to the low bidder, Geneva Rock Products Inc., with a bid of \$315,705.34 and authorize use of State Street RDA funds for the proposed construction within the RDA.



- CURRENT PROJECT LOCATIONS
- FUTURE PROJECT LOCATIONS

- GENERAL NOTES:**
1. ADJUST ALL VALVE BOXES AND MANHOLE COVERS TO GRADE.
 2. REMOVE AND REPLACE DAMAGED CONCRETE COLLARS THAT ARE AROUND VALVE BOXES AND MANHOLE COVERS.
 3. PLACE CONCRETE COLLARS AROUND VALVE BOXES AND MANHOLE COVERS WHERE COLLARS DO NOT EXIST.
 4. PAVE OVER EXISTING CONCRETE COLLARS DETERMINED BY THE ENGINEER TO BE IN SATISFACTORY CONDITION.
 5. IDENTIFY REQUIRED WORK AT EACH VALVE OR MANHOLE WITH ENGINEER BEFORE BEGINNING WORK.
 6. WHEN MILLING THE EXISTING ASPHALT ALONG CONCRETE GUTTERS, CROSS GUTTERS OR ANY CONCRETE FLAT WORK, AND AT THE END OF AN OVERLAY AREA. MILL TO A DEPTH OF 1 1/2" AND TAPER TO 0".
 7. A LEVELING COURSE WILL BE REQUIRED AS INDICATED ON THE DRAWINGS OR INSTRUCTED BY THE ENGINEER.
 8. PLACE FABRIC PRIOR TO PLACING THE OVERLAY AS INDICATED ON THE DRAWINGS OR INSTRUCTED BY THE ENGINEER/PUBLIC WORKS INSPECTOR.
 9. PLACE STRAW BALE OR EQUIVALENT BARRIERS AROUND ALL INLETS WITHIN THE PROJECT AREA AND WHERE NEEDED AT THE DOWNSTREAM END OF PROJECT AREAS TO PREVENT THE TRANSPORT OF SEDIMENT-LADEN WATER FROM ENTERING THE STORM DRAIN SYSTEM OR LEAVING THE SITE.

REUSE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

NO.	REVISION	DESCRIPTION	BY	DATE

LINDON CITY 2013 STREET REHABILITATION PROJECTS
SITE PLAN - SHEET LOCATION
LINDON CITY CORPORATION
LINDON, UTAH

Plot Date: 12/15/2013 Plotted By: Erik Anderson
 Date Created: 7/2014 - J:\CREMILES\PUBLIC\PROJECTS\LUB\LINDON_C-101-2013-031 - LINDON - 2013 STREET REHABILITATION PROJECTS\CAD\SHEET\FINAL PLAN SET\05-13-031_C-101_SP-1-2014.DWG

9. Review & Action — Bid Award: Fryer Park Asphalt Trail

(5 minutes)

This is a request by staff for the Council's approval of the low bid for installation of an 8' wide asphalt walking trail and conduit for future trail lighting around Fryer Park, with some additional asphalt work along the Lindon Heritage Trail. Staff recommends awarding the project to the low bidder, Johnston & Phillips, with a bid of \$79,484.30.

Details of this project include the following:

The Fryer Park Path & Path Lighting Project consists of constructing approximately 1,209 linear feet of an 8-foot wide asphalt foot path, concrete path lighting foundations (24) for future bollard light path lighting, including installation of 825 linear feet of 1-inch electrical conduit, 538 linear feet of 1-1/2-inch electrical conduit and 50 linear feet of a bundle of three 3-inch electrical conduits. Also included is construction of 251 square feet of a 6-foot concrete walkway adjacent to an existing parking lot sidewalk and extending to the new 8-foot asphalt foot path. The construction of the 8-foot asphalt foot path will consist of removal of existing sod, excavation for, placement and compaction of 2-inch asphalt on 6-inch road base. The construction of the 6-foot walkway will consist of removal of existing sod, excavation for, forming for, placement and finishing of 4-inch concrete on 6-inch compacted road base. Sod replacement along the constructed foot path and walkway will also be required.

The project also includes replacement of 130 linear feet of a 6-foot wide missing section of the existing Lindon Heritage Trail at a different location (behind homes at approximately 1165 E. 140 N.). The trail replacement will consist of excavation for, placement and compaction of 3-inch asphalt on 6-inch road base.

Three bids were received with the low bid from Johnston & Phillips totaling \$79,484.30. The City has \$50,000 budgeted for Fryer Park improvements and has sufficient park impact fees available to make up the cost difference for completing the projects. Staff recommends approving the use of \$29,484.30 in Park Impacts fees for the trail project in Fryer Park. This update will be reflected in the amended budget at the end of the fiscal year.

Sample Motion: I move to award the Fryer Park Asphalt Trail project to the low bidder, Johnston & Phillips, with a bid of \$79,484.30 and authorize use of park impact fees to assist in funding the Fryer Park trail improvements.

Plot Date: 11/21/2008 1:00:43 PM \\jogantpublic\user\SpBentley\XMA\JUB_Standards\Workspace\Standards\JUB-D-22-24.dgn



JUB
Engineers • Surveyors • Planners

J-U-B ENGINEERS, INC.
240 W. Center Street
Suite 200
Orem, Utah 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com

1.00' CONTOUR INTERVAL
0 30 60
SCALE IN FEET

NOT FOR CONSTRUCTION

NO.	REVISION	DESCRIPTION	BY	DATE

LINDON CITY PARKS
ORCHARD PARK
PARK FEATURE LAYOUT - CONCEPT #3
LINDON CITY CORPORATION
LINDON, UTAH

REUSE OF DRAWINGS AND THE IDEAS AND DESIGNS INCORPORATED HEREIN FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

FILE: JUB-D-22-24
JUB PROJ #: 60-10-022
DRAWN BY: BEA
DESIGN BY:
CHECKED BY:
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 11/21/2008

SHEET NUMBER:
C-801

10. Review & Action — Bid Award: Lindon View Park Sprinkler System

(5 minutes)

This is a request by staff for the Council's approval of the low bid for installation of a sprinkler system within the remaining area surrounding the completed Murdock Canal trail head at Lindon View Park. Staff recommends awarding the project to the low bidder, Stratton and Bratt, with a bid of \$23,500.00.

The City has budgeted sufficient park impact fee funds to complete the installation of sprinkling systems and sod around the unfinished portions of Lindon View Park (Murdock Canal Trailhead) at approximately 300 N. 780 E. This project will install the sprinkling system and future community service projects will install the sod.

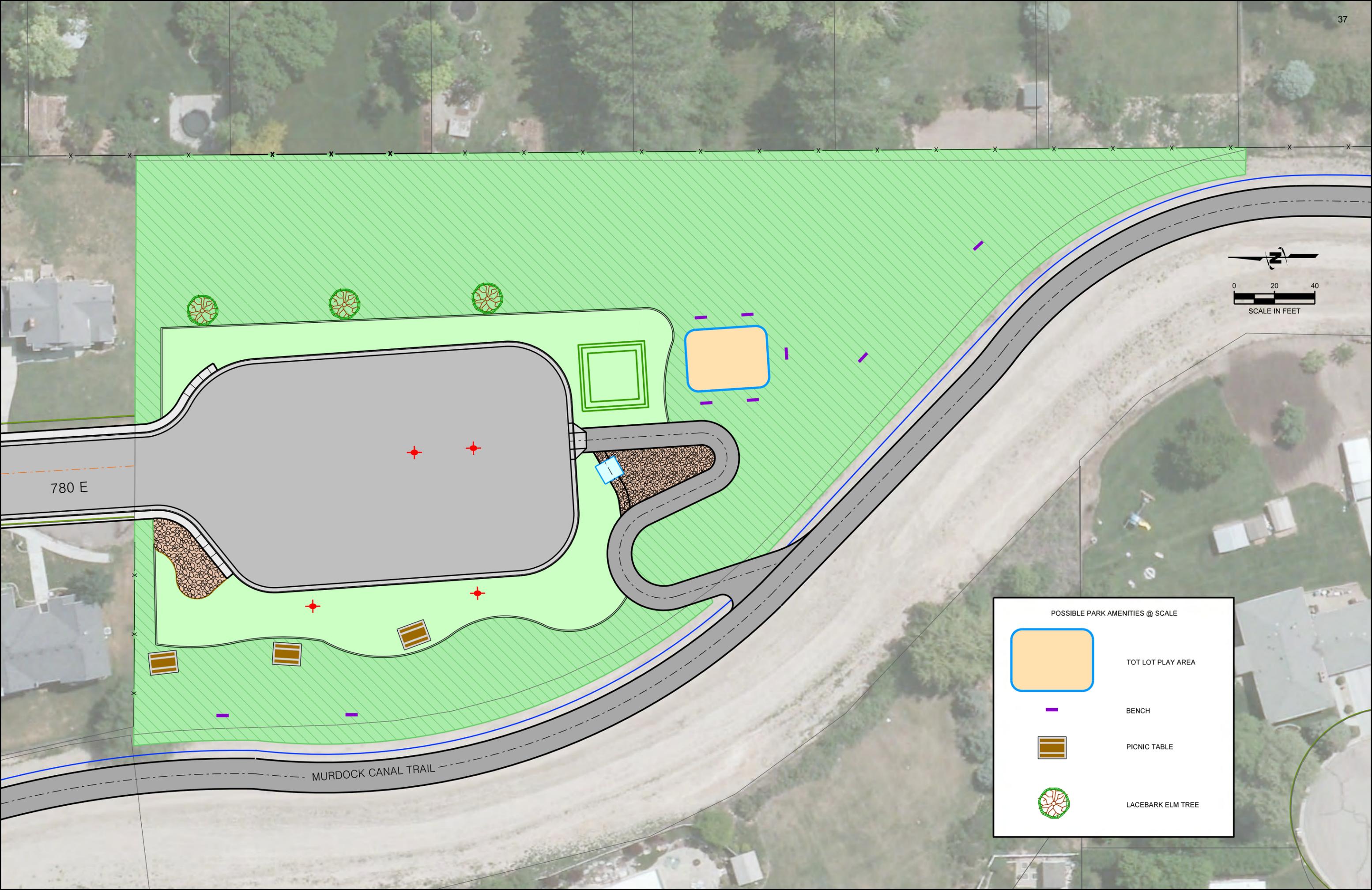
Parks and Recreation Director, Heath Bateman prepared an RFP for this project and provided the following information:

With regards to finishing the property at Lindon View Park with Sprinklers, we have finished the request for proposals process and recommend to the City Council that Stratton and Bratt from Pleasant Grove be awarded the project to provide the plans and install the sprinklers at Lindon View Park. There were 4 companies that turned in qualifying Bids. The prices of all RFP's are in the table below:

Lindon View Park RFP Tabulation

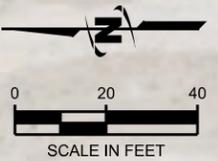
	<i>Price</i>
Stratton and Bratt	\$23,500.00
RBI INC	\$24,400.00
JC Landscaping	\$29,550.00
Elite Grounds	\$34,194.77

Sample Motion: I move to award the Lindon View Park Sprinkler System project to the low bidder, Stratton and Bratt, with a bid of \$23,500.00.



780 E

MURDOCK CANAL TRAIL



SCALE IN FEET

POSSIBLE PARK AMENITIES @ SCALE



TOT LOT PLAY AREA



BENCH



PICNIC TABLE



LACEBARK ELM TREE

II. Review & Action — Utah Infrastructure Agency OpEx Assessments

(60 minutes)

At the request of Mayor Acerson, the Council will review UIA/UTOPIA performance reports and provide direction to staff in regards to whether payment of OpEx assessment invoices received for the months of November 2013 through April 2014 in the amount of \$10,169.00 per month should be made. The assessments have been budgeted for the 2013-14 fiscal year.

At direction of the Council, Lindon stopped paying OpEx assessments in December 2013. Only four cities are currently paying the OpEx assessments: West Valley, Midvale, Layton, and Centerville (partial payment). UTOPIA finance staff expects significant difficulty paying its obligations within the next month or two due to the lack of cities paying the assessments and recent increases in legal expenses due to litigation and the potential Macquarie deal.

Increasing revenues: The attached graphs and charts have been provided by UTOPIA for review of their current take rates and financial status. The trend line for UIA revenues and subscribers continues to trend in an upward, positive direction. Staff will discuss these charts in depth at the meeting.

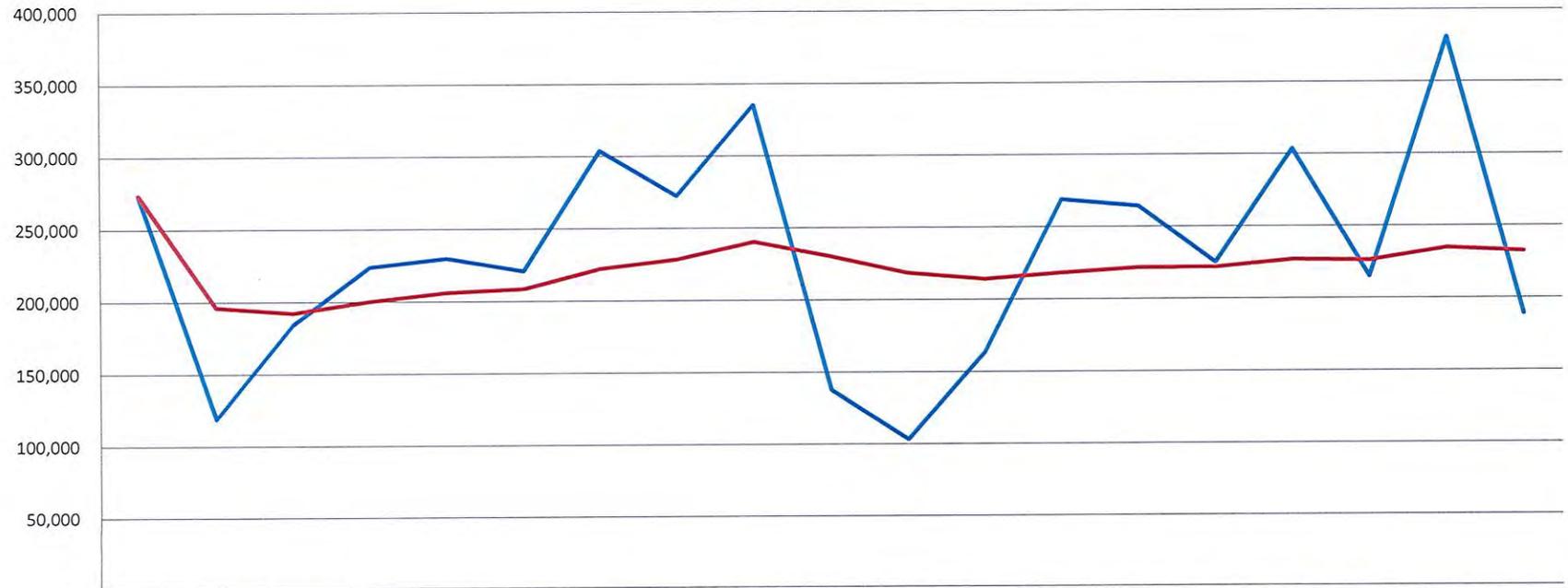
Recent Cost Cutting: In an effort to reduce the OpEx shortfall, the UTOPIA Board has taken recent steps to cut several staff positions and not fill the vacancies. Additional discussion on cost cutting is on-going, with Board members evaluating fees for contracted services, staffing levels, and various other organizational expenditures.

Continued Local Growth: UIA has recently installed additional fiber infrastructure to the west side of Lindon, providing potential for fiber connectivity to nearly all of the industrial area west of I-15 and the Fieldstone homes area, along the entire length of 700 North, and portions of Geneva Road. These areas are anticipated to be ready for service in April/May of this year.

Public Private Partnership: While there is potential for the Macquarie partnership to eliminate the OpEx shortfall, and thus eliminating the assessments, the Board feels the cities need to continue to evaluate the OpEx issue to keep the organization running until a final decision is made. If the deal falls through the organization is still in a position of financial shortfall and facing similar scenarios as was discussed in the spring of 2013 (go dark, maintenance mode, short sale, etc.).

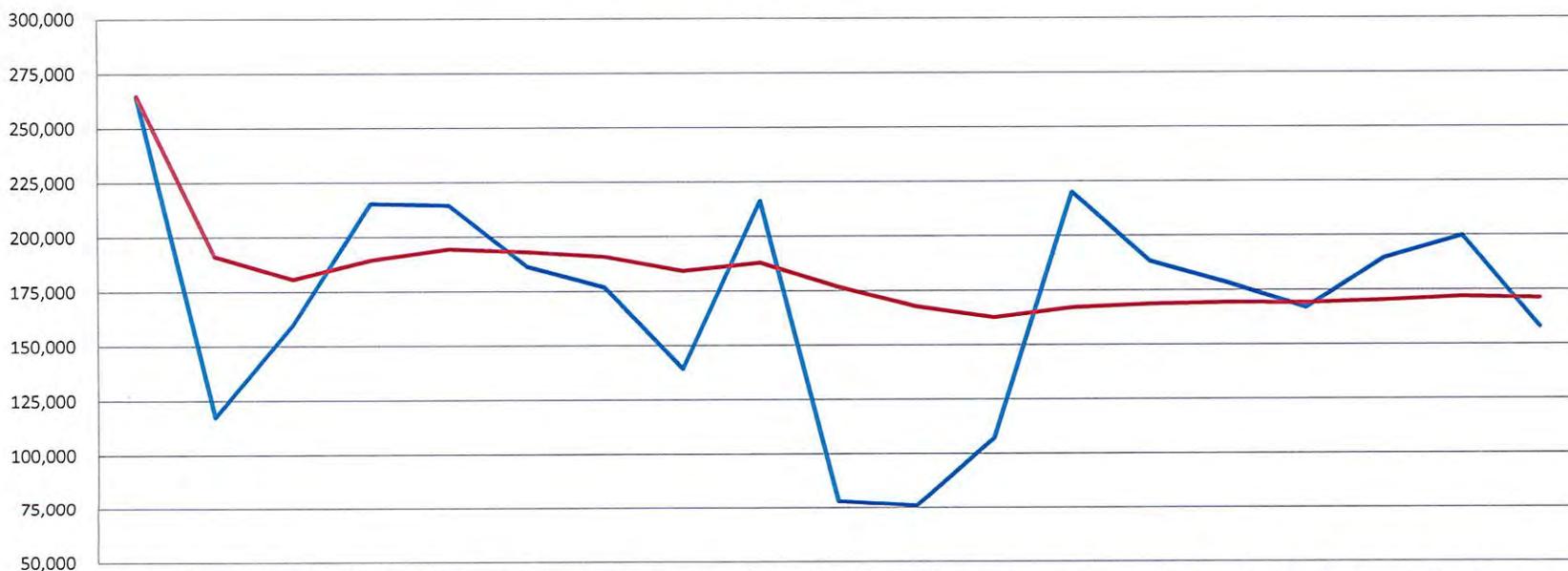
Sample Motion: I move to (approve, continue, deny) payment of OpEx assessments from Utah Infrastructure Agency in the amount of \$10,169.00 per month, with the following recommendations:

UTOPIA OPEX Shortfall



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14
— Shortfall	273,397	118,809	184,145	223,726	229,538	220,525	303,555	272,036	334,922	137,293	102,799	163,445	268,348	263,681	224,543	302,965	214,624	380,416	188,591
— Rolling Average	273,397	196,103	192,117	200,019	205,923	208,357	221,957	228,217	240,073	229,795	218,250	213,683	217,888	221,159	221,384	226,483	225,786	234,376	231,966

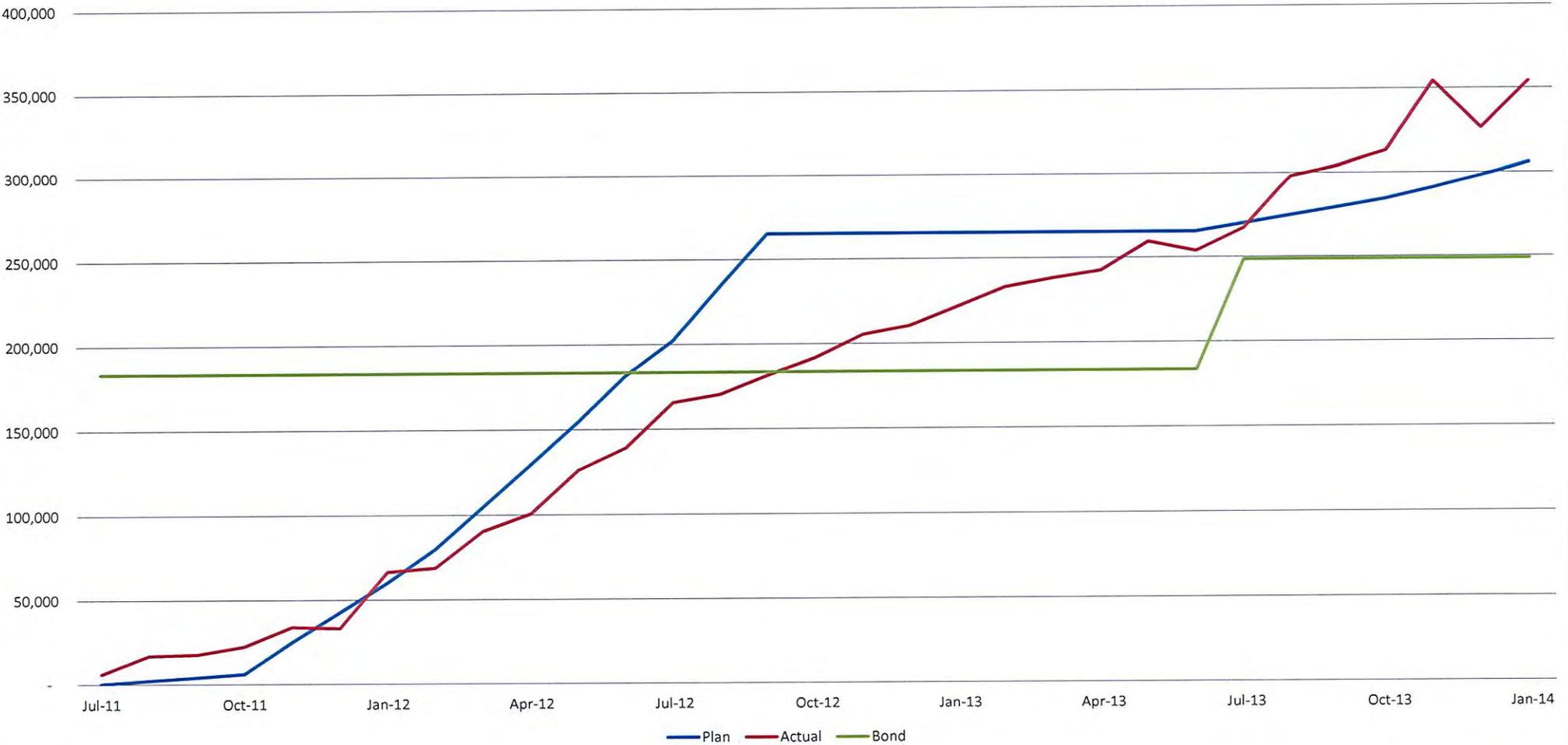
UTOPIA Adj OPEX Shortfall (Excludes Litigation)



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14
Adj Shortfall	264,686	117,382	159,748	215,065	214,223	186,184	176,673	139,155	216,003	77,918	75,969	107,129	219,741	188,048	178,111	166,780	189,170	199,390	157,637
Adj Rolling Average	264,686	191,034	180,605	189,220	194,221	192,881	190,566	184,139	187,680	176,704	167,546	162,511	166,913	168,423	169,069	168,926	170,117	171,743	171,001

UTOPIA																			41
Actual vs Budget																			
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14
Revenue																			
Recurring	369,333	389,455	382,687	396,417	394,441	402,314	397,780	402,071	387,035	406,820	417,466	309,913	371,324	369,874	356,789	363,949	361,200	374,012	340,476
Install	5,656	15,102	(1,150)	1,750	-	-	-	-	72,650	1,050	350	300	1,050	1,400	-	(250)	(225)	43,400	1,400
UIA IRU	54,583	54,583	54,583	54,583	54,583	172,479	76,131	76,461	76,732	77,669	77,758	78,204	79,583	79,321	79,965	80,871	80,707	81,018	81,853
Total Revenue	429,572	459,140	436,120	452,751	449,024	574,793	473,911	478,532	536,417	485,539	495,576	388,417	451,957	450,595	436,754	444,570	441,682	498,430	423,729
Administrative Expense																			
Wages / Benefits	418,710	347,411	354,069	363,904	378,281	375,946	357,071	362,381	542,567	327,335	351,206	273,770	376,040	339,568	338,832	308,629	344,848	330,086	334,876
Advertising	1,244	1,153	1,500	1,100	1,300	1,300	1,300	1,200	-	1,300	2,600	1,300	1,300	(200)	1,300	2,560	1,300	45,800	1,300
Dues / Memberships	100	25	25	50	25	25	62	35	35	25	25	25	25	25	25	25	455	25	25
Supplies	668	464	980	1,565	510	1,021	512	562	507	288	652	580	696	707	672	1,258	815	574	903
Licenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	422	-	-	-	115
Training / Seminars	19	1,151	-	-	200	250	-	-	-	250	-	-	-	-	-	-	-	-	-
Travel	3,648	1,246	87	2,384	1,822	922	778	272	472	1,729	5,482	6,877	585	7,024	14,378	3,259	10,583	288	70
Meeting Expense	458	613	618	1,518	754	977	520	196	672	1,536	206	1,747	780	1,747	672	410	761	2,069	503
Bank Service Charges	159	140	154	142	154	819	787	859	824	785	886	826	815	828	801	824	848	163	128
Telecom Expense	4,679	7,787	1,690	20,314	6,596	8,227	13,401	7,973	3,169	5,028	4,352	4,951	5,939	2,330	3,786	8,668	3,451	22,899	3,561
Computer Expense	13,904	11,936	22,198	12,233	21,989	11,199	6,864	6,294	4,049	5,598	2,472	2,621	2,923	4,231	2,761	6,211	6,363	5,352	4,231
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	18,126	10,830	6,001	17,287	15,843	16,222	21,921	15,602	21,127	24,952	8,417	9,655	16,291	16,291	15,291	16,291	15,263	16,164	16,164
Equipment	592	327	60	4,273	964	926	1,148	873	1,746	1,356	1,672	556	862	3,724	4,078	5,197	229	5,484	1,295
Vehicle Expense	5,492	3,127	8,600	7,336	11,734	8,823	(5,027)	3,102	4,177	6,261	4,177	5,633	8,425	7,796	4,148	4,851	4,575	6,613	8,117
Occupancy	14,019	13,634	14,384	14,162	13,634	13,634	13,871	13,899	14,632	13,899	14,659	14,994	14,072	13,899	13,899	13,899	13,899	13,899	13,365
Utilities	3,513	4,838	1,055	6,023	3,433	3,971	5,868	4,165	3,876	3,482	3,759	6,180	4,070	5,718	5,307	4,469	6,389	4,479	4,671
Less Install costs to be cap'd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Admin Expenses	485,532	404,683	411,421	452,291	457,239	444,262	419,076	417,412	597,852	393,824	400,566	325,541	431,921	404,314	407,747	377,749	409,975	451,543	390,445
Professional Services																			
Accounting	2,000	2,000	2,000	2,000	2,000	2,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Payroll / HR	1,425	1,157	687	1,102	822	1,137	712	2,142	814	489	846	1,171	955	1,532	1,648	806	1,498	1,028	712
Public Relations	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-
I/T Support	-	-	-	-	(1,125)	-	-	-	(9,960)	-	-	-	-	-	-	-	(350)	-	-
Legal	19,712	12,427	35,397	19,661	26,315	45,341	137,883	143,881	129,920	70,375	37,830	67,317	79,302	93,419	57,247	158,558	35,845	232,395	46,900
Lobbyists	6,000	10,500	16,500	20,500	16,500	16,500	14,500	21,000	28,772	17,000	18,000	3,250	14,000	13,750	13,500	13,000	13,750	10,000	11,000
Consulting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	9,804	5,700	6,110	9,369	8,050	4,475	3,742	1,000	2,810	2,168	4,830	500	(7,368)	9,415	10,214	12,119	10,556	11,680	12,123
Professional Services	43,941	36,785	65,694	57,633	57,562	74,453	164,837	176,023	155,356	93,031	64,506	75,238	89,889	121,117	85,609	187,484	64,299	258,103	73,735
Total Agency Expense	529,473	441,467	477,115	509,923	514,801	518,715	583,914	593,435	753,208	486,855	465,072	400,778	521,811	525,431	493,356	565,233	474,274	709,646	464,181
Network Management																			
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Head End	34,175	22,846	22,541	26,612	33,553	32,710	34,253	34,782	36,593	29,397	25,995	16,423	31,097	34,538	29,549	31,353	32,477	44,450	29,680
Field Maintenance	75,338	42,235	51,580	46,781	58,825	154,829	59,371	46,426	38,215	47,490	40,613	112,170	90,524	78,791	63,080	80,943	70,752	60,115	52,896
Electronic Maintenance	12,509	13,914	10,963	10,963	15,963	24,621	9,753	13,600	(1,570)	4,493	3,708	10,000	13,490	14,716	13,235	11,495	13,491	10,775	3,391
Colocation Fees	28,467	33,561	34,145	49,807	23,379	31,379	49,994	38,011	30,683	25,231	33,597	12,491	38,025	38,025	23,025	32,167	34,767	34,092	33,642
Interconnect Fees	12,987	13,886	13,900	21,462	21,478	22,500	13,978	13,906	(545)	14,205	14,229	-	14,199	13,649	16,908	15,948	14,448	9,548	10,355
Easements	10,020	10,020	10,020	10,929	10,565	10,564	26,204	10,407	14,754	15,161	15,161	-	11,159	9,125	22,142	10,397	16,097	10,120	18,376
Network Management	173,497	136,482	143,150	166,554	163,762	276,603	193,553	157,132	118,131	135,977	133,303	151,084	198,494	188,845	167,940	182,302	182,032	169,200	148,140
Total Operating Expenses	702,970	577,950	620,265	676,477	678,562	795,319	777,466	750,567	871,339	622,832	598,375	551,863	720,305	714,276	661,296	747,535	656,306	878,846	612,320
Operating Profit (Loss)	(273,397)	(118,809)	(184,145)	(223,726)	(229,538)	(220,525)	(303,555)	(272,036)	(334,922)	(137,293)	(102,799)	(163,445)	(268,348)	(263,681)	(224,543)	(302,965)	(214,624)	(380,416)	(188,591)
Other Income / Expense																			
Depreciation	377,496	377,496	377,496	377,186	377,186	377,186	377,186	377,186	376,745	376,745	376,745	1,576,000	389,196	376,621	401,373	388,692	388,692	387,963	387,963
Misc Expense	43	79	-	(6,000)	-	-	-	(250)	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	(0)	-	-	-	-	-	(19)	(38)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(18)	(37)	(18)
Other Income	482,948	(812,815)	(591,929)	(383,553)	(752,312)	(860,948)	(777,695)	(576,245)	(433,167)	(649,621)	(949,393)	(404,693)	(456,198)	(271,980)	(51,619)	(551,281)	(278,858)	(266)	-
Interest Expense	1,070,413	1,070,413	1,070,413	1,070,413	1,070,413	1,071,552	1,070,413	1,070,413	1,073,831	1,070,413	1,070,413	1,070,413	1,091,388	1,091,388	1,091,388	1,091,388	1,084,361	1,085,411	1,091,388
Amort Bond Issue Costs	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161
Total Other Income / Expense	1,940,062	644,335	865,142	1,067,208	704,449	596,951	679,065	880,247	1,026,533	806,679	506,907	2,250,863	1,033,528	1,205,172	1,450,285	937,962	1,203,337	1,482,232	1,488,494
Net Income	(2,213,459)	(763,144)	(1,049,286)	(1,290,934)	(933,987)	(817,477)	(982,620)	(1,152,283)	(1,361,455)	(943,972)	(609,706)	(2,414,308)	(1,301,876)	(1,468,853)	(1,674,828)	(1,240,927)	(1,417,961)	(1,862,649)	(1,677,085)
Operating Profit (Loss)	(273,397)	(118,809)	(184,145)	(223,726)	(229,538)	(220,525)	(303,555)	(272,036)	(334,922)	(137,293)	(102,799)	(163,445)	(268,348)	(263,681)	(224,543)	(302,965)	(214,624)	(380,416)	(188,591)
Adjustments																			
Legal	8,712	1,427	24,397	8,661	15,315	34,341	128,883	132,881	118,920	59,375	26,830	56,317	48,607	75,633	46,432	136,185	25,453	181,026	30,954
Oper Profit (Loss) adj for Litigation	(264,686)	(117,382)	(159,748)	(216,065)	(214,223)	(186,184)	(176,673)	(139,155)	(216,003)	(77,918)	(75,969)	(107,129)	(219,741)	(188,048)	(178,111)	(166,780)	(189,170)	(199,390)	(157,637)

UIA Revenue v. Plan and Bond Obligation thru January 2014 (Monthly Recurring Revenue Only)



UTOPIA / UIA REVENUE

CUE/LEASE/M2M BILLED BY CITY	NOV 2013	DEC 2013	JAN 2014	FEB 2014	MAR 2014			
					7th	14th	21st	28th
Centerville City	\$ 16,765.00	\$ 16,935.00	\$ 17,040.00	\$ 17,100.00	\$ 18,005.00	\$ 18,005.00	\$ 18,005.00	
Layton City	\$ 1,430.00	\$ 1,430.00	\$ 1,455.00	\$ 1,480.00	\$ 1,590.00	\$ 1,590.00	\$ 1,590.00	
Lindon City	\$ 3,850.00	\$ 3,850.00	\$ 3,880.00	\$ 3,940.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
Midvale City	\$ 1,145.00	\$ 1,175.00	\$ 1,175.00	\$ 1,175.00	\$ 1,230.00	\$ 1,230.00	\$ 1,230.00	
Murray City	\$ 4,500.00	\$ 4,555.00	\$ 4,505.00	\$ 4,505.00	\$ 4,710.00	\$ 4,710.00	\$ 4,710.00	
Orem City	\$ 7,125.00	\$ 7,140.00	\$ 7,195.00	\$ 7,170.00	\$ 7,795.00	\$ 7,795.00	\$ 7,795.00	
West Valley City	\$ 1,115.00	\$ 1,115.00	\$ 1,115.00	\$ 1,115.00	\$ 1,115.00	\$ 1,115.00	\$ 1,115.00	
Billed By City Staff	\$ 35,930.00	\$ 36,200.00	\$ 36,365.00	\$ 36,485.00	\$ 38,445.00	\$ 38,445.00	\$ 38,445.00	\$ -

CUE/LEASE/M2M BILLED BY UTOPIA	NOV 2013	DEC 2013	JAN 2014	FEB 2014	MAR 2014			
					7th	14th	21st	28th
Brigham City					\$ 3,144.00	\$ 3,144.00	\$ 3,144.00	
Centerville City					\$ 4,920.00	\$ 4,920.00	\$ 4,920.00	
Layton City					\$ 2,175.00	\$ 2,175.00	\$ 2,175.00	
Lindon City					\$ 8,874.00	\$ 8,874.00	\$ 8,874.00	
Midvale City					\$ 2,420.00	\$ 2,420.00	\$ 2,420.00	
Murray City					\$ 8,390.00	\$ 8,390.00	\$ 8,390.00	
Orem City					\$ 17,764.00	\$ 17,764.00	\$ 17,764.00	
Payson City					\$ 1,710.00	\$ 1,710.00	\$ 1,710.00	
Tremonton City					\$ 395.00	\$ 395.00	\$ 395.00	
Billed By UTOPIA	44,199.95	45,896.95	47,085.95	48,687.45	49,792.00	49,792.00	49,792.00	0.00

MRC BILLED	NOV 2013	DEC 2013	JAN 2014	FEB 2014	MAR 2014			
					7th	14th	21st	28th
BRIGHAM CITY	\$53,048.05	\$52,037.28	\$50,933.14	\$51,215.52	\$49,991.97	\$49,950.97	\$49,859.97	
CENTERVILLE	\$34,800.93	\$34,953.81	\$34,989.31	\$35,498.88	\$34,845.32	\$34,810.32	\$35,652.32	
LAYTON	\$21,716.88	\$21,021.71	\$20,626.71	\$21,393.75	\$21,628.00	\$21,551.00	\$21,709.00	
LINDON	\$55,754.77	\$53,155.30	\$55,357.66	\$56,163.96	\$54,902.00	\$54,657.00	\$55,901.00	
MIDVALE	\$38,313.90	\$37,827.18	\$38,872.86	\$39,293.02	\$39,385.15	\$40,194.15	\$39,373.15	
MURRAY	\$109,130.99	\$109,785.84	\$110,661.84	\$113,173.04	\$108,045.50	\$108,459.50	\$109,031.50	
OREM	\$134,153.67	\$131,856.55	\$130,673.67	\$136,991.56	\$134,927.50	\$135,303.00	\$135,137.50	
PAYSON	\$26,069.71	\$25,900.23	\$25,654.41	\$27,448.63	\$26,525.00	\$26,679.00	\$26,548.00	
PERRY	\$0.00	\$1,252.70	\$881.12	\$790.00	\$790.00	\$790.00	\$790.00	
TREMONTON	\$15,069.82	\$14,542.48	\$14,823.75	\$14,856.66	\$14,856.70	\$14,774.70	\$14,786.70	
WEST VALLEY CITY	\$54,951.35	\$54,211.32	\$55,673.02	\$57,359.51	\$55,746.50	\$55,616.50	\$57,541.50	
OTHER	\$82,896.93	\$81,375.99	\$81,074.29	\$83,281.61	\$84,407.80	\$87,344.30	\$87,483.80	
NET MRC	\$625,907.00	\$617,920.39	\$620,221.78	\$637,466.14	\$626,051.44	\$630,130.44	\$633,814.44	\$0.00

TOTAL REVENUE BILLED	\$706,036.95	\$700,017.34	\$703,672.73	\$722,638.59	\$714,288.44	\$718,367.44	\$722,051.44	\$0.00
SAME MONTH PRIOR YEAR	\$604,495.00	\$612,619.00	\$619,270.00	\$634,779.00				
YOY Change	17%	14%	14%	14%				

NETWORK ADDRESS IDENTIFICATION (ADID) OVERVIEW

	NOV 2013	DEC 2013	JAN 2014	FEB 2014
ADIDs	11302	11249	11346	11354
ADID Activation	124	125	157	98
ADID Deactivations	126	178	60	90
ADID Net	-2	-53	97	8

# of Households Served	NOV 2013	DEC 2013	JAN 2014	FEB 2014
ADIDs BY CITY				
BRIGHAM CITY	1269	1262	1263	1261
CENTERVILLE	1096	1109	1126	1140
LAYTON	471	474	477	480
LINDON	1116	1118	1123	1127
MIDVALE	519	525	532	535
MURRAY	2031	2048	2062	2066
OREM	3202	3102	3117	3108
PAYSON	520	520	529	523
PERRY	2	2	2	2
TREMONTON	298	298	299	295
WEST VALLEY CITY	560	569	596	593
OTHER	218	222	220	224
ADID TOTAL	11302	11249	11346	11354

MONTHLY REOCCURRING CHARGES (MRC) OVERVIEW

MRC BILLED	NOV 2013	DEC 2013	JAN 2014	FEB 2014	7th	14th	21st	28th
BIZ	\$351,767.70	\$345,602.04	\$347,897.29	\$362,814.73	\$357,659.25	\$361,840.25	\$365,460.25	
Prov. Fee	\$5,570.00	\$3,405.00	\$3,370.00	\$6,050.00				
RES	\$268,569.30	\$268,913.35	\$268,954.49	\$268,601.41	\$268,392.19	\$268,290.19	\$268,354.19	
Grand Total	\$625,907.00	\$617,920.39	\$620,221.78	\$637,466.14	\$626,051.44	\$630,130.44	\$633,814.44	

MRC BILLED	NOV 2013	DEC 2013	JAN 2014	FEB 2014	7th	14th	21st	28th
Government	\$44,520.89	\$45,741.76	\$45,959.49	\$46,943.66	\$45,093.95	\$45,093.95	\$45,093.95	
Service Provider	\$581,386.11	\$572,178.63	\$574,262.29	\$590,522.48	\$580,957.49	\$585,010.49	\$588,720.49	
	\$625,907.00	\$617,920.39	\$620,221.78	\$637,466.14	\$626,051.44	\$630,104.44	\$633,814.44	

Service Provider	NOV 2013	DEC 2013	JAN 2014	FEB 2014	7th	14th	21st	28th
Veracity	\$182,013.02	\$181,745.92	\$187,601.90	\$187,555.25	\$180,224.68	\$179,457.68	\$181,318.68	
XMission	\$157,448.73	\$156,300.51	\$153,475.75	\$159,561.72	\$157,530.74	\$158,235.74	\$158,689.74	
Sumo	\$40,627.69	\$41,000.78	\$41,078.56	\$45,757.80	\$45,090.00	\$45,467.00	\$46,086.00	
Integra	\$28,363.48	\$31,048.33	\$30,680.32	\$33,274.85	\$33,220.00	\$33,670.00	\$33,670.00	
WINDSTREAM	\$26,146.15	\$24,052.50	\$24,698.35	\$27,485.84	\$27,511.00	\$27,836.00	\$28,586.00	
InfoWest	\$27,253.57	\$25,667.62	\$25,395.98	\$24,991.96	\$24,667.17	\$24,621.17	\$24,598.17	
SYRINGA	\$26,843.38	\$20,750.00	\$20,673.71	\$21,794.52	\$21,650.00	\$21,650.00	\$21,650.00	
UEN	\$16,737.18	\$16,840.00	\$17,142.85	\$16,660.85	\$16,739.00	\$16,739.00	\$16,739.00	
UTOPIA	\$14,383.33	\$15,482.24	\$15,239.38	\$15,868.33	\$14,901.95	\$14,901.95	\$14,901.95	
Brigham.net	\$15,807.49	\$15,235.77	\$14,909.82	\$14,612.14	\$14,237.10	\$14,237.10	\$14,237.10	
Mozy	\$13,800.00	\$13,800.00	\$13,800.00	\$13,800.00	\$13,800.00	\$13,800.00	\$13,800.00	
First Digital	\$7,004.99	\$8,040.25	\$7,736.13	\$8,182.42	\$9,480.00	\$11,005.00	\$11,005.00	
Fibernet	\$8,292.55	\$7,951.61	\$7,996.00	\$8,086.25	\$8,671.00	\$8,648.00	\$8,648.00	
1Wire Communications	\$8,897.67	\$9,524.39	\$9,480.25	\$8,025.46	\$7,842.00	\$8,302.00	\$8,302.00	
Municipality	\$7,287.38	\$7,306.52	\$7,464.26	\$8,301.48	\$7,340.00	\$7,340.00	\$7,340.00	
Echostar Communications	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	
ELSINORE	\$5,301.00	\$5,301.00	\$6,237.70	\$5,007.58	\$5,247.00	\$5,273.00	\$5,273.00	
Telesphere	\$4,847.73	\$4,747.00	\$5,193.61	\$5,717.89	\$5,137.00	\$5,137.00	\$5,137.00	
SenaWave	\$4,857.81	\$4,841.58	\$5,037.00	\$5,435.00	\$5,058.00	\$5,058.00	\$5,058.00	
Alpine School District	\$5,015.00	\$5,015.00	\$5,015.00	\$5,015.00	\$5,015.00	\$5,015.00	\$5,015.00	
Utah Broadband	\$5,480.00	\$5,480.00	\$3,865.48	\$4,530.00	\$4,530.00	\$4,530.00	\$4,530.00	
CENTRACOM	\$1,614.27	\$1,550.00	\$1,550.00	\$1,550.00	\$1,825.00	\$2,825.00	\$2,825.00	
Voonami	\$2,530.00	\$2,530.00	\$2,530.00	\$2,530.00	\$2,530.00	\$2,530.00	\$2,530.00	
Beehive	\$1,088.58	\$1,275.67	\$1,304.00	\$1,387.00	\$1,470.00	\$1,517.00	\$1,540.00	
UOUIT	\$340.00	\$1,903.62	\$1,332.60	\$1,253.80	\$1,253.80	\$1,253.80	\$1,253.80	
Beeline Digital	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,200.00	\$1,200.00	\$1,200.00	
Web Wave	\$1,053.00	\$1,053.00	\$1,053.00	\$1,053.00	\$1,053.00	\$1,053.00	\$1,053.00	
RIGIDTECH					\$550.00	\$550.00	\$550.00	
Box Elder County	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	
University of Utah - RC	\$409.00	\$409.00	\$409.00	\$409.00	\$409.00	\$409.00	\$409.00	
Utah Valley University	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	
Utah Department of Transportation	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00	\$104.00	
YIPTTEL					\$100.00	\$100.00	\$100.00	
Spectrum Fiber	\$2,925.00	(\$470.92)	(\$217.87)	\$80.00	\$80.00	\$80.00	\$80.00	
	\$625,907.00	\$617,920.39	\$620,221.78	\$637,466.14	\$626,051.44	\$630,130.44	\$633,814.44	

12. Review & Action — Interlocal Agreement: North Pointe Solid Waste Special Services District, Resolution #2014-6-R

(20 minutes)

This item was continued from the January 7, 2014 Council meeting. This is a request for City Council's review and consideration of an interlocal agreement between the solid waste district and the thirteen member cities that comprise the district, to provide continued commitment to the district for the collection, transfer, transportation, and disposal of municipal solid waste.

All cities currently taking waste to North Pointe have signed the interlocal agreement except for Lindon and American Fork. Alpine and Eagle Mountain were once part of the District, but no longer deliver their waste through this transfer station. In 2013 the District desired to create an official agreement committing the remaining cities to the District in order to prevent increased costs that may occur should several cities choose to go elsewhere for garbage services.

While Lindon City does not expect to ever leave the District, it has expressed concern to the District regarding the need for clarification of which assets would be used in the buy-back-in calculation within the interlocal agreement. At our request the District representatives indicated that a resolution could be approved by the solid waste district board to clarify the intent of the interlocal agreement buy-back-in provisions. Lindon prepared a draft resolution (attached) and sent it to the District for their review, then was later informed that the resolution would not be considered until all agencies have approved and signed the interlocal agreement.

Their staff feels that if the Board addresses the clarification before the interlocal agreement is finalized by all cities, that other cities may also request modifications, thus opening the entire agreement up for more discussion and increasing instability within the district. They have suggested that the resolution could be considered after the interlocal agreement is finalized by all cities.

In the drafted Lindon City Resolution #2014-6-R, language has been inserted to strongly encourage the District to clarify the buy-back-in provisions within the agreement. (see statement #1 on second page of resolution).

Sample Motion: I move to (approve, continue, deny) Resolution #2014-6-R pertaining to Lindon's continued delivery of solid waste to the North Pointe Solid Waste Special Service District, with the following recommendations:

Copy of DRAFT resolution provided to District by Lindon for clarification of Interlocal Agreement. The DRAFT has not been reviewed by their Board yet.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE METHODOLOGY FOR DETERMINING THE VALUE OF DISTRICT ASSETS IN THE EVENT A MEMBER CITY WHICH HAS WITHDRAWN FROM THE DISTRICT SEEKS READMISSION AS PROVIDED FOR IN SECTION 1(d) OF THE 2014 INTERLOCAL COOPERATION AGREEMENT AS ADOPTED BY THE DISTRICT AND ITS MEMBER CITIES.

WHEREAS, the North Pointe Solid Waste Special Service District (herein referred to as the "District") and Alpine City, American Fork City, the Town of Cedar Fort, Cedar Hills City, Eagle Mountain City, the Town of Fairfield, Highland City, Lehi City, Lindon City, Orem City, Pleasant Grove City, Saratoga Springs City, and the Town of Vineyard, (collectively referred to herein as the "Cities" or individually as "City") have entered into, or anticipate entering into, a Interlocal Cooperation Agreement in 2014, for the purpose of maintaining long term relationships between the Cities and the District (herein referred to as the Agreement); and

WHEREAS, Section 1(b) of the Agreement sets forth the procedures for a City to withdraw from the District; and

WHEREAS, Section 1(d) of the Agreement sets forth the procedures for a City to seek readmission to the District after having withdrawn; and

WHEREAS, one of the requirements of Section 1(d) is that a City seeking readmission to the District must pay a reinstatement fee equal to a certain percentage of the District's assets; and

WHEREAS, Section 1(d) establishes that the value of the District's assets shall be determined by District at the time of the request for readmission; and

WHEREAS, some Cities who have entered into the Agreement or who are considering entering into the Agreement, have expressed a desire to better understand how the District will determine the value of its assets pursuant to Section 1(d); and

WHEREAS, The Administrative Control Board believes it is in the best interests of the District, the Cities, and the public to establish, by resolution, the methodology the District will use to set the value of its assets in the event a City seeks readmission pursuant to Section 1(d) of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT, as follows:

1. In the event that a City withdraws from the District, but then desires to be readmitted pursuant to Section 1(d) of the 2014 Interlocal Cooperation Agreement, the District shall set the value of its assets, for the sole purpose of determining the reinstatement fee, at a value equal to the District's Capital Assets as set forth in the Statement of Net Position and/or Statement of Assets found in the District's most recent Financial Statement which is prepared and

filed with its annual audit, pursuant to the requirements of Title 51, Chapter 2a, of the Utah State Code.

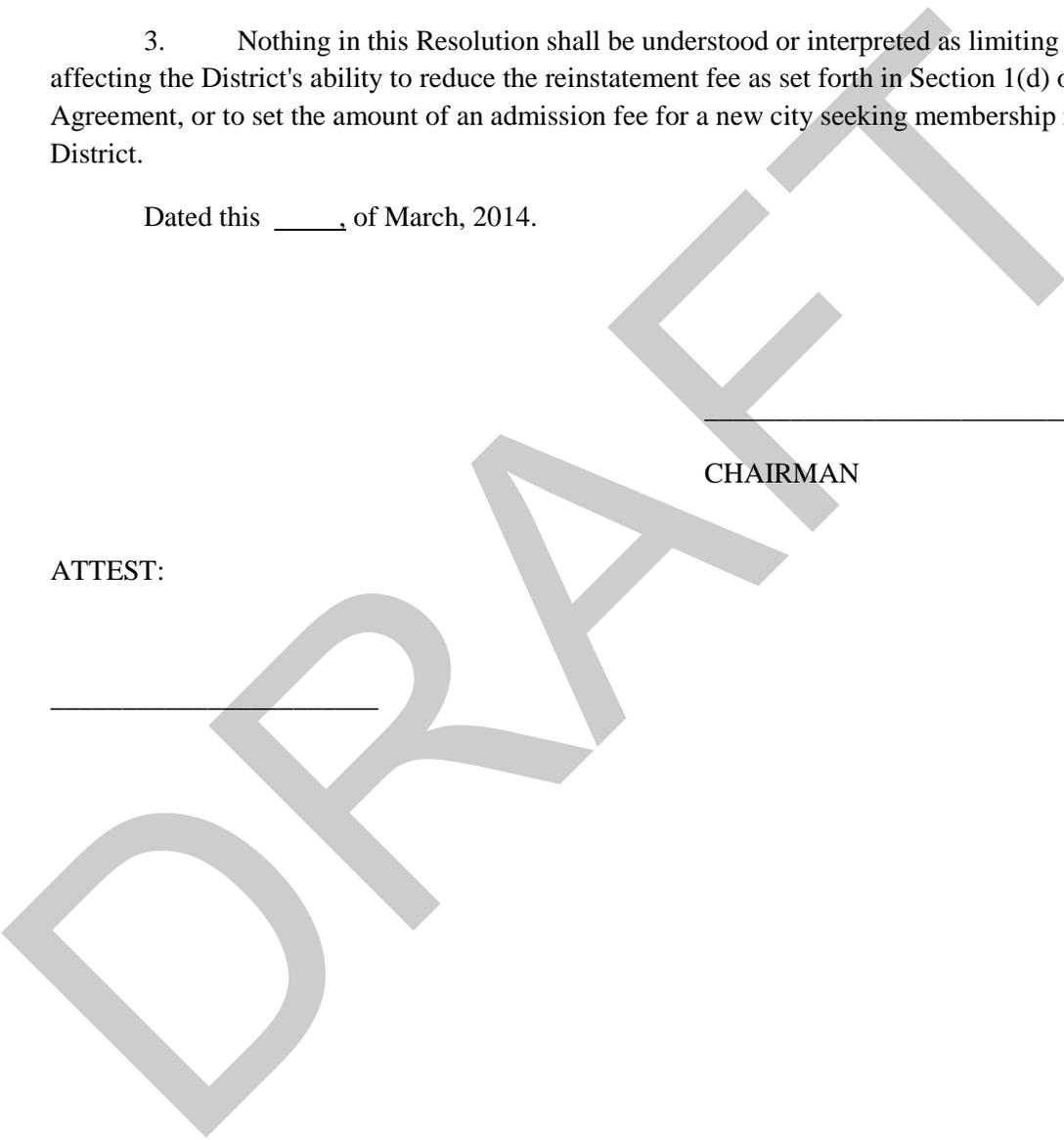
2. For the purposes of this Resolution, Capital Assets are understood to mean only those assets identified or listed as Capital Assets in the Statement of Net Position and/or Statement of Assets, and does not include those assets identified or listed as Current Assets or Other Assets in said financial statements.

3. Nothing in this Resolution shall be understood or interpreted as limiting or affecting the District's ability to reduce the reinstatement fee as set forth in Section 1(d) of the Agreement, or to set the amount of an admission fee for a new city seeking membership in the District.

Dated this _____, of March, 2014.

CHAIRMAN

ATTEST:



Resolution No. 2014-6-R

A RESOLUTION OF LINDON CITY AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT PERTAINING TO DELIVERY OF MUNICIPAL SOLID WASTE TO THE DISTRICT.

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

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

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively providing these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as "Curb-Side Waste"); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

Now Therefore be it Resolved by the Municipal Council of Lindon City, Utah as follows:

1. That it hereby approves that certain Interlocal Agreement attached as Exhibit "A", as presented, with the request that the District strongly consider clarification of the buy-back-in provisions within the agreement regarding which assets will be used for calculating buy-in amounts; and

2. That the mayor be authorized to sign said Interlocal Agreement and that city recorder be authorized to attest said agreement.

Passed, adopted and approved this ____ day of _____, 2014.

Lindon City

Jeff Acerson, Mayor

Attest:

Kathy A. Moosman, City Recorder

INTERLOCAL COOPERATION AGREEMENT

by and among

ALPINE CITY

AMERICAN FORK CITY

THE TOWN OF CEDAR FORT

CEDAR HILLS CITY

EAGLE MOUNTAIN CITY

THE TOWN OF FAIRFIELD

HIGHLAND CITY

LEHI CITY

LINDON CITY

OREM CITY

PLEASANT GROVE CITY

THE CITY OF SARATOGA SPRINGS

THE TOWN OF VINEYARD

and

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Relating to the delivery of municipal solid waste to the District

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and among Alpine City, American Fork City, The Town Of Cedar Fort, Cedar Hills City, Eagle Mountain City, the Town Of Fairfield, Highland City, Lehi City, Lindon City, Orem City, Pleasant Grove City, Saratoga Springs City, and the Town Of Vineyard, all municipalities of the State of Utah, herein individually referred to as “City” and collectively referred to as “Cities” and the North Pointe Solid Waste Special Service District, a political subdivisions of the State of Utah, herein referred to as “District.” The parties to this Agreement are individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

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

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

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively provided these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as “Curb-Side Waste”); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, the District has renewed its existing contract with Republic Waste Services for the transportation and disposal of waste collected at the transfer station owned and operated by the District; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

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.

- a. This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the District

and any other City. This Interlocal Cooperation Agreement shall become effective and shall enter into force with regard to each additional City, upon the satisfaction of all statutory requirements and the signature of the Agreement by the additional City.

- b. The initial term of this Interlocal Cooperation Agreement shall be from the effective date hereof until midnight December 31, 2019, and shall automatically renew for twelve additional terms of two years each; provided that any Party shall have the option to withdraw from this Agreement as of the end of the then existing term, if such Party provides written notice of withdrawal to the District on or before thirteen months prior to the end of the then existing term. By way of illustration, if the withdrawing Party desires to withdraw at the end of the initial term, December 31, 2019, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2018; and if the withdrawing Party desires to withdraw at the end of the second term, December 31, 2021, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2020.
- c. If a Party, after providing the required written notice, withdraws from this Agreement, this Agreement shall not automatically terminate with regard to the remaining Parties, but shall remain in full force and effect as to the remaining Parties. If a Party withdraws from this Agreement, the District shall have no obligation to accept waste from such Party, or from the citizens of such Party, after the effective date of the withdrawal. If the District elects to accept such

waste, the District shall impose such fees as determined by the District, which fees may be in excess of the fees charged to the non-withdrawing Parties.

- d. If a Party withdraws from this Agreement, the withdrawing Party shall automatically forfeit all interest of the withdrawing Party in the District assets. If a Party desires to be reinstated as a party to this Agreement, or later desires to obtain the services provided by the District, the reinstating Party shall provide written notice to the District and shall pay to the District an amount equal to the fair market value of the District assets, computed as of the date of the reinstatement, as determined by the District, times the reinstating Party's percentage of the total annual Curb-Side Waste which would have been received by the District for the calendar year prior to the date of reinstatement, if the reinstating Party had delivered all of its Curb-Side Waste to the District, as documented by the reinstating Party and as verified by the District. By way of illustration, if the reinstating Party generated 5,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, and the District received 95,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, the reinstating Party would have provided 5% of the total of 100,000 tons of Curb-Side Waste received by the District if the reinstating Party had delivered all of its Curb-Side Waste to the District, and the reinstating Party would pay to the District 5% of the fair market value of the District assets. The District shall have the right to reduce the reinstatement fee to such amount as determined to be in the best interest of the District. This reinstatement provision

shall not be applicable to new governmental entities who desire to join as parties to this Agreement. New governmental entities who desire to join as parties to this Agreement shall pay such fee as determined by the District.

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.

Section 3. Purpose.

This Interlocal Cooperation Agreement has been established and entered into among the Parties for the purpose of facilitating the efficient operation of solid waste services provided by the District. In accordance with said purpose, the Parties, jointly and severally, agree to the following:

- a. Each City agrees to deliver exclusively to the District, or cause to be delivered exclusively to the District, all of the Curb-Side Waste generated by the citizens of such City.
- b. District agrees to accept from the Cities the Curb-Side Waste, subject to the fee schedules, rules, regulations, and procedures adopted by the District.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.

Section 5. Manner of Holding, Acquiring, or Disposing of Property.

The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.

Section 6. Termination.

This Interlocal Cooperation Agreement shall automatically terminate at the end of the twelfth renewal term as described in Section 1 of this Agreement. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.

Section 7. Administrator.

Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the District shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.

Section 8. Indemnification.

Each of the Parties is a political subdivision of the State of Utah. Each of the Parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code Annotated, 1953 as amended. The Parties to this Agreement specifically claim the

privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.

Section 9. Filing Of Interlocal Cooperation Agreement.

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the District and with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

Alpine City
Attn: City Recorder
20 North Main
Alpine, UT 84004

Lehi City
Attn: City Recorder
153 North 100 East
Lehi, UT 84043

American Fork City
Attn: City Recorder
51 East Main
American Fork, UT 84003

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

The Town of Cedar Fort
Attn: Town Recorder
50 East Center Street
Cedar Fort, UT 84013

Orem City
Attn: City Recorder
56 North State Street
Orem, UT 84057

Cedar Hills City
Attn: City Recorder
10246 North Canyon Road
Cedar Hills, UT 84062

Pleasant Grove City
Attn: City Recorder
70 South 100 East
Pleasant Grove, UT 84062

Eagle Mountain City
 Attn: City Recorder
 1650 East Stagecoach Run
 Eagle Mountain, UT 84005

City of Saratoga Springs
 Attn: City Recorder
 1307 North Commerce Drive, #200
 Saratoga Springs, UT 84045

Town of Fairfield
 Attn: Town Recorder
 PO Box 271
 Fairfield, UT 84013

Town of Vineyard
 Attn: Town Recorder
 240 East Gammon Road
 Vineyard, UT 84058

Highland City
 Attn: City Recorder
 5400 West Civic Center, Suite 1
 Highland, UT 84003

North Pointe Solid Waste
 Special Service District
 Attn: District Manager
 2000 West 200 South
 Lindon, UT 84042

Section 11. Additional Provisions.

- a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- b. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- c. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
- d. Time. Time is of the essence of this Agreement.
- e. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such

breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

- f. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth 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.

- h. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.
- i. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- k. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- l. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

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

LINDON CITY

Authorized and passed on the _____ day of _____, 2013.

MAYOR

ATTEST:

CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

CITY ATTORNEY

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Authorized and passed on the _____ day of _____, 2013.

By: _____
RANDY FARNWORTH, Chair

ATTEST:

Reviewed as to proper form and compliance with applicable law:

H. CRAIG HALL, Attorney

13. Review & Action — UDOT / Lindon Agreement to manage storm water basin (10 minutes)

This is a request for review and consideration of an updated agreement between the Utah Department of Transportation and Lindon City stipulating terms of maintenance and expansion of an existing storm water detention basin west of Geneva Road. The current basin is undersized for current and projected flows and the City is planning to use Westside RDA funds to complete expansion of the basin on UDOT owned property.

This storm water detention basin was constructed many years ago when Geneva Road was widened from 2 to 5 lanes. In 1998 the City entered into a similar agreement with UDOT to maintain the basin, which collects storm water from several ditches and roadways. UDOT constructed the basin at their cost and Lindon was to maintain the basin. However, over the years the basin has filled in with sediment & excessive vegetation has grown inside the center of the basin. It has been in need of significant work for years. During large storm events it has overflowed onto property west of the basin and is a liability in its current state.

UDOT is willing to donate the land to the north for expansion of the basin to accommodate current and future storm water. Staff has worked for many months to have UDOT agree to allow enlargement of the basin on their property. The stipulation requiring Lindon to maintain the basin remains.

The City intends to use remaining West Side RDA funds to complete the project. Engineering work is nearly finished and the project will be bid ASAP. Remaining RDA funds will be put towards road work in the RDA.



Photo of current Basin

Sample Motion: I move to (approve, continue, deny) approve the Storm Water Detention Basin Agreement between UDOT and Lindon City, with the following recommendations:

Detention Basin Construction,
 Maintenance and Operation
 Agreement; approx. 100 N. 1200 W.
 in Lindon
LINDON CITY
 Federal ID No. 87-6000242

AMENDMENT NO. 1 TO
AGREEMENT NUMBER 998094

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **LINDON CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**”,

RECITALS

WHEREAS, the **CITY** and **UDOT** entered into agreement No. 998094 dated September 2nd. 1998. A copy of said agreement and its exhibits are marked “**EXHIBIT A**”, attached hereto and thereby made a part hereof; and

WHEREAS, the **CITY** desires make improvements to the existing detention basin referenced in **EXHIBIT A**; and

WHEREAS, **UDOT** has determined that this Cooperative Agreement is of mutual benefit to all, and that the improvements to, operation and maintenance of the existing detention basin located on **UDOT** owned property is not in violation of the laws of the State or any legal contract with the **CITY**.

THIS AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **UDOT** grants the **CITY** the right to construct a larger detention basin and to continue to discharge storm water to said basin. The **CITY** agrees to perform construction and assume responsibility and liability for the operation and maintenance of the new detention basin and to relieve **UDOT** from any liability resulting from the **CITY**'s operation and maintenance of the detention basin at no cost to **UDOT**. The **CITY** further agrees to continue to operate and maintain the original portion of the detention basin as defined in **EXHIBIT A**. Drawings showing the new detention basin configuration are marked “**EXHIBIT B**”, attached hereto and thereby made a part hereof.
2. **CITY** further agrees to meet the requirements as set forth by the Utah Division of Water Quality for storm water discharge to the detention basin. **CITY** further agrees to hold **UDOT** harmless from any liability associated with the **CITY**'s storm water

Detention Basin Construction,
 Maintenance and Operation
 Agreement; approx. 100 N. 1200 W.
 in Lindon
LINDON CITY
 Federal ID No. 87-6000242

discharge to the detention basin and the **CITY's** failure to maintain the detention basin.

3. The **CITY** agrees that **UDOT** shall retain ownership of the detention basin, and reserves the right to utilize the detention basins for future **UDOT** needs. If any change to the operation or maintenance of the detention basin is deemed necessary by either party, an addendum to this agreement shall be entered into by both parties.

4. The **CITY** and **UDOT** are both governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Agreement shall be deemed as a waiver by either or both parties of any defenses or protections provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. The **CITY** agrees to indemnify, save harmless, and release **UDOT** from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which damages, injuries, liability, suits, claims and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by **CITY's** employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the **CITY's** acts, omissions, failure to act, or negligence of the **CITY's** officers, agents, contractors, or employees, except to the extent where the claim was caused by the negligence of **UDOT**. This provision shall survive the termination of this Agreement. **CITY** shall indemnify **UDOT** for any losses, damages, injury, liability, claims, suits and proceedings arising out of the operation and maintenance of the Detention Basins by the **CITY** within **UDOT's** right-of-way.

5. This Agreement may be executed in counterparts by the **UDOT** and **CITY**.

6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

7. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the **CITY** and **UDOT**.

8. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

Detention Basin Construction,
Maintenance and Operation
Agreement; approx. 100 N. 1200 W.
in Lindon
LINDON CITY
Federal ID No. 87-6000242

9. Nothing in this agreement shall negate any portion of the previous agreement referred to as **EXHIBIT A**.
 - 10 Each party represents that it has the authority to enter into this Agreement.
-

Detention Basin Construction,
Maintenance and Operation
Agreement; approx. 100 N. 1200 W.
in Lindon
LINDON CITY
Federal ID No. 87-6000242

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

ATTEST: **LINDON CITY**, a Municipal Corporation
of the State of Utah

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____
(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Region 3 Utilities and Railroads Leader Region 3 Director

Date: _____ Date: _____

COMPTROLLER OFFICE

By: _____
Contract Administrator

Date: _____

EXHIBIT A

70
998094

SP-0114(1)4; Utah County
Authority No. 0757401D; PIN No. 318
SR-114, from 1600 North in Orem
to SR-89 in Pleasant Grove
LINDON CITY CORPORATION

05021

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of Sept, 1998 by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and LINDON CITY CORPORATION, a Municipal Corporation of the State of Utah, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, UDOT is engaged in preparing plans, specifications and estimates of costs toward reconstructing that certain section of roadway, identified as UDOT project number SP-0114(1)4, SR-114, from 1600 North in Orem to SR-89 in Pleasant Grove, Utah County, Utah. Said reconstruction is shown on UDOT's plans which by this reference are made a part hereof; and

WHEREAS, as part of this project UDOT at no cost to the City will construct drainage and detention basin facilities as shown on specific sheets of UDOT's plans copies of which are marked "EXHIBIT A" attached hereto and thereby made a part hereof; and

WHEREAS, the City has agreed to accept and maintain said facilities at no cost to UDOT after completion of construction as set forth herein; and

WHEREAS, UDOT has determined by formal finding that payment for said work on public right of way is not in violation of the laws of the State or any legal contract with the City; and

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

UTAH DEPARTMENT OF TRANSPORTATION
COPY

SP-0114(1)4; Utah County
Authority No. 0757401D; PIN No. 318
SR-114, from 1600 North in Orem
to SR-89 in Pleasant Grove
LONDON CITY CORPORATION

1. The facilities covered herein consist of the pipe system and detention basin starting at the drainage box located on SR-114 center line at center street and going westerly as shown on sheet 1 of EXHIBIT A and the pipe system starting at catch basin 15B extending west to City owned ditch to include the diversion box as shown on sheet 2 of EXHIBIT A.
2. UDOT has, with its regular engineering forces, prepared plans, specifications and estimates and in conjunction with the above noted highway project will advertise for bids, will award a contract to the low bidder and will administer construction of the work covered herein.
3. UDOT's Project Engineer for this project is Grant Wiley, 825 North 900 West, Orem, Utah 84057 telephone number (801) 654-7520.
4. UDOT, through its Project Engineer, will notify the City at least twenty-four (24) hours in advance of performing any work covered herein.
5. Any materials from City's existing facilities which are recovered by UDOT's highway Contractor while performing the work covered herein and not reused on this project shall become the property of said highway Contractor.
6. In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement in the form of a Construction Change Order issued by UDOT's Project engineer, signed by representatives of the parties hereto is required prior to the start of work on said changes or additions.
7. The City shall, at no cost to the project, and should they desire to do so, perform inspection of the work on the facilities covered herein which will be performed by UDOT's Contractor. The City's engineer and/or inspector shall work with and through UDOT's Project Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on the facilities covered herein in accordance with plans and specifications to include changes or additions to said plans and specifications which are approved by the parties hereto and that the City through their inspection of said work will provide UDOT's Project Engineer with information covering any problem or concerns the City may have with acceptance of said facilities upon completion of construction.

EXHIBIT A

SP-0114(1)4; Utah County
Authority No. 0757401D; PIN No. 318
SR-114, from 1600 North in Orem
to SR-89 in Pleasant Grove
LONDON CITY CORPORATION

8. The **City** agrees that, upon completion of construction to accept, own, and maintain the facilities covered herein as described in paragraph 1, except for that portion of facilities within **UDOT's** highway right of way, at no cost to **UDOT**. To the extent it may lawfully do so, **City** further agrees to relieve **UDOT** from any responsibility or liability that may result from the new facilities or operation thereof. **UDOT** will own and maintain the facilities within its right of way.

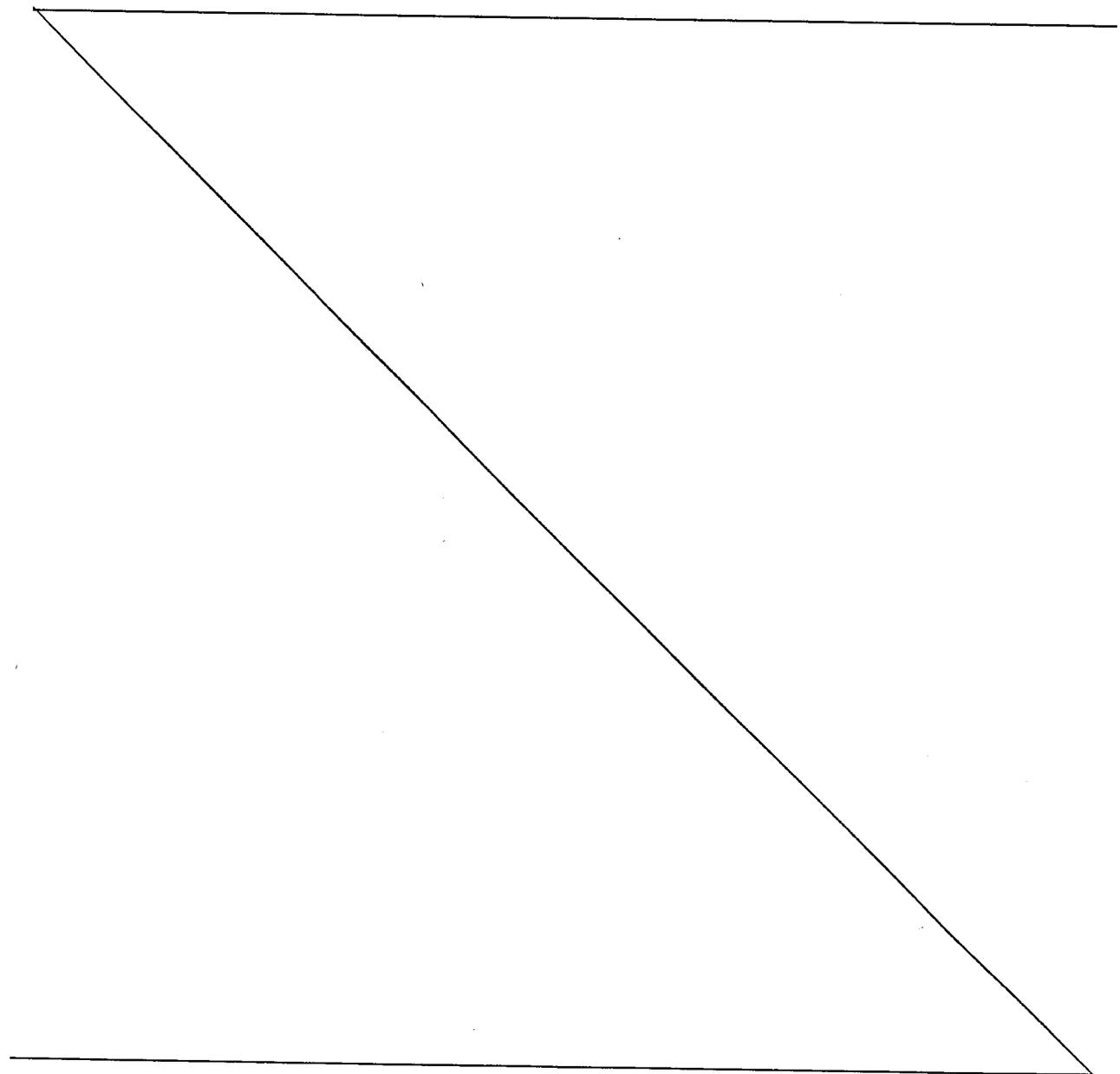


EXHIBIT A

998094

SP-0114(1)4; Utah County
Authority No. 0757401D; PIN No. 318
SR-114, from 1600 North in Orem
to SR-89 in Pleasant Grove
LINDON CITY CORPORATION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

LINDON CITY CORPORATION, a
Municipal Corporation of the State of Utah

Chk Dameron
Title CITY ADMINISTRATOR / RECORDER
Date: 18 AUG 98

By *James C. Horvath*
Title MAYOR
Date: 18 AUG 98

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

Earl Damsion
Region Utilities/Railroads
Engineering Coordinator
Date: 8/31/98

By *Alan W. Meckam*
Region Director
Date: 9-2-98

APPROVED AS TO FORM:

FINANCE STAMP OF APPROVAL:

The Utah State Attorney General's
Office has previously approved all
paragraphs in this Agreement as to
form.

Date: *James C. Horvath 9/10/98*

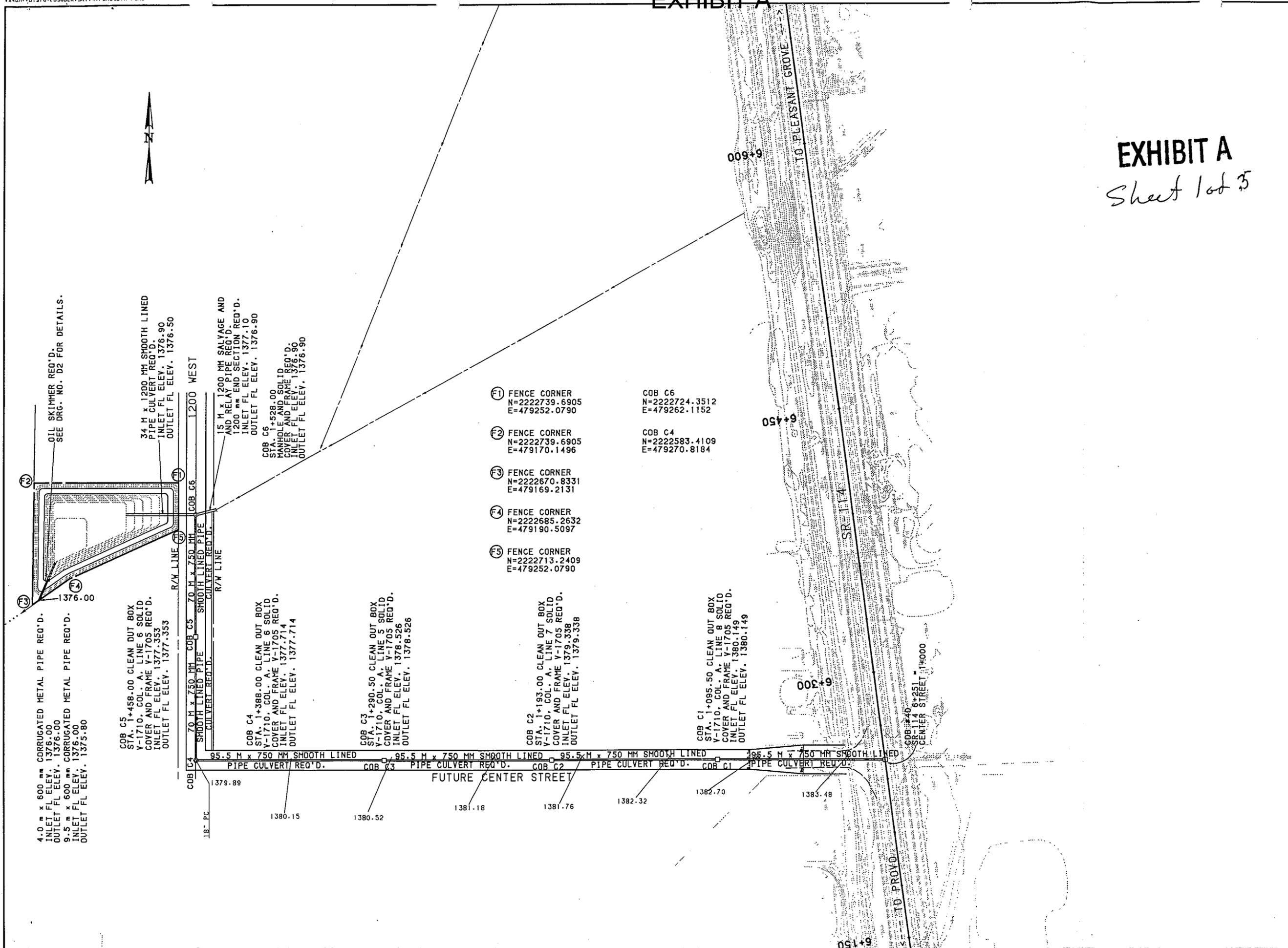
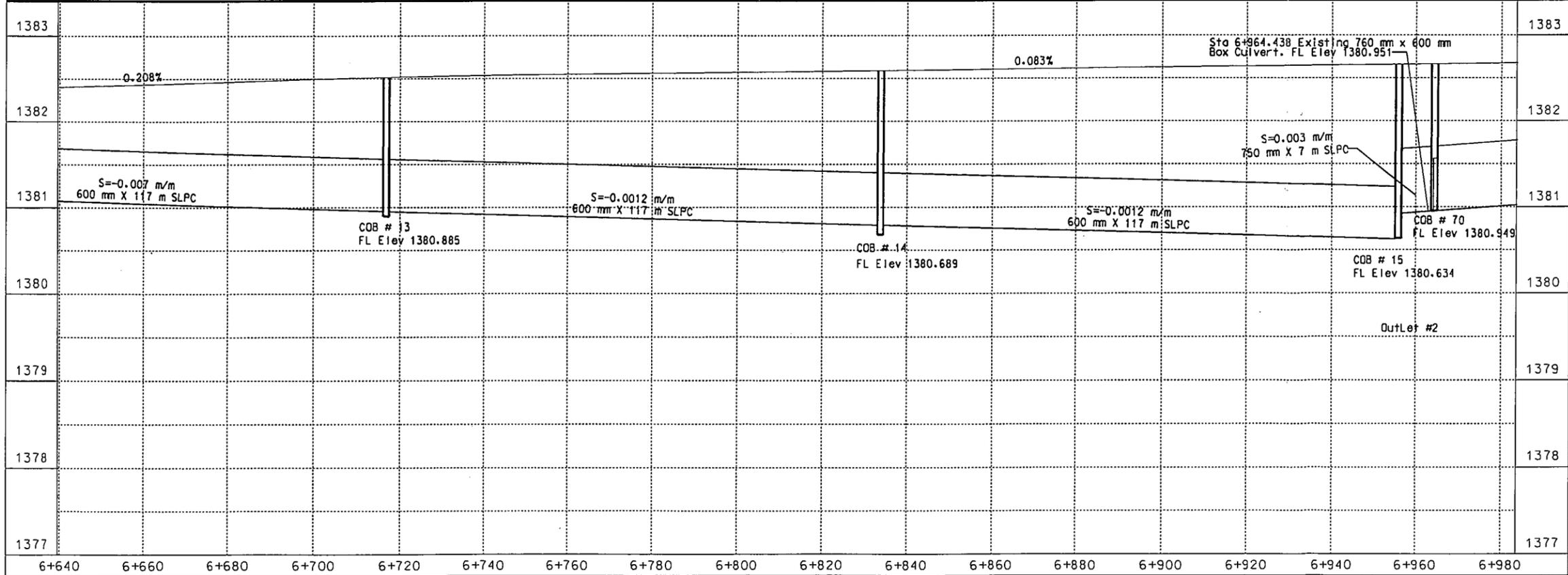
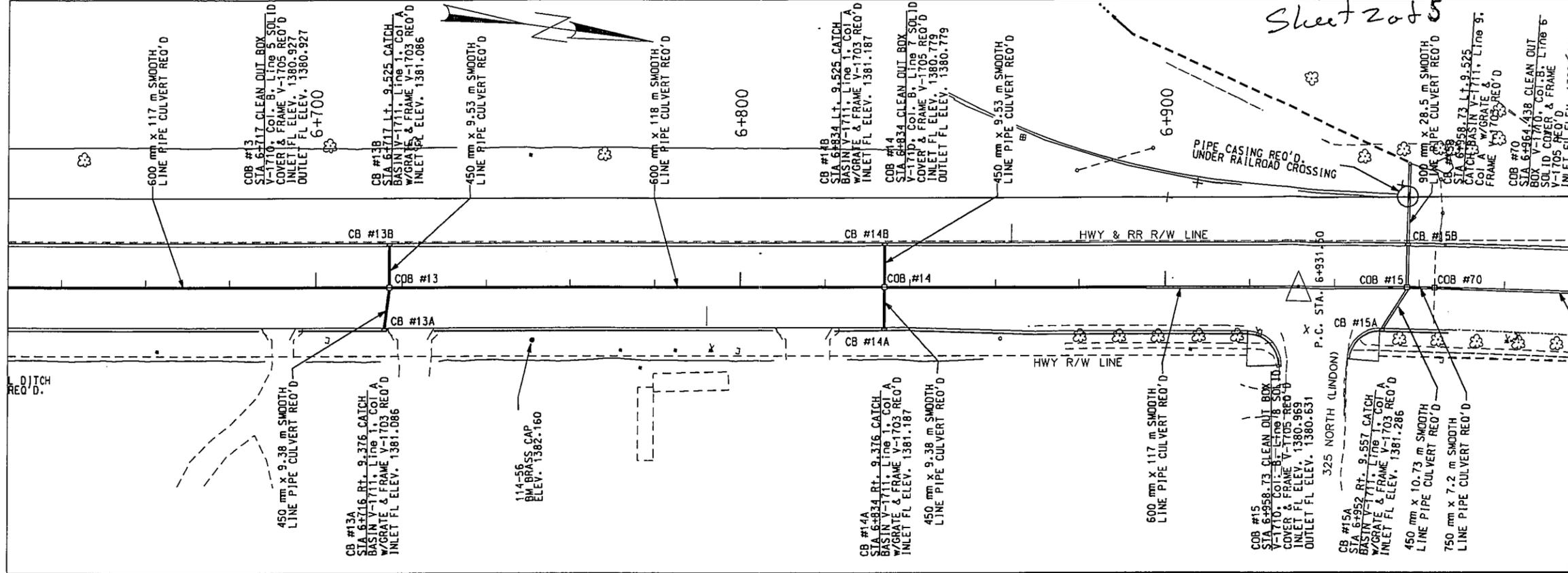


EXHIBIT A
Sheet 1 of 3

SR-114, 1600 NORTH IN OREM		UTAH DEPARTMENT OF TRANSPORTATION	
TO SR-89 IN PLEASANT GROVE		REGION THREE - DREM, UTAH	
STORM SEWER OUTFALL		ROADWAY DESIGN	
PROJECT NUMBER SP-0114(1)4		APPROVAL RECORD: 12-97	REVIEW
		DATE: <i>David L. Zwick</i>	CHECK PCH 12-97
		PROJECT DESIGN ENGINEER	CHECK DEK 12-97
		DATE: <i>Chris J. Hoff</i>	CHECK LGS 12-97
		REG. RDWY. DESIGN ENGINEER	CHECK
		QUANT.	BY
		DESIGN DEK 12-97	DATE
		DRAWN LGS 12-97	DATE
		DESIGN DEK 12-97	DATE
		NO. DATE	REVISIONS
		DESIGN REV. BY	REVISIONS
		PARCELS REQUESTED BY	REVISIONS
		ORIGINAL SUBMISSION FOR AUTHORIZATION	REVISIONS
		DATE	REVISIONS
UTAH COUNTY			
SHEET NO. 21A			

EXHIBIT A
Sheet 2 of 5

DST14105402K.SR14.PLAN03-PLAN.GIF 11-05-86



UTAH DEPARTMENT OF TRANSPORTATION REGION 3 - OREM, UTAH ROADWAY DESIGN		DESIGN DEK 10-96	CHECK PGH 09-97	REVIEW
APPROVAL RECORD	DATE	DESIGN DEK 10-96	CHECK DEK 03-97	DATE
PROJECT DESIGN ENGINEER	DATE	DRAWN LGS 10-96	DECK	BY
APPROVED 09-97	DATE	QUANT.		
SR-114, 1600 NORTH IN OREM TO SR-89 IN PLEASANT GROVE	PROJECT NUMBER STORM DRAIN PLAN	PROJECT NUMBER SP-0114(1)4	REVISIONS	REMARKS
UTAH COUNTY	SHEET NO. 23			

EXHIBIT A OILSKIMMER DETAIL

EXHIBIT A

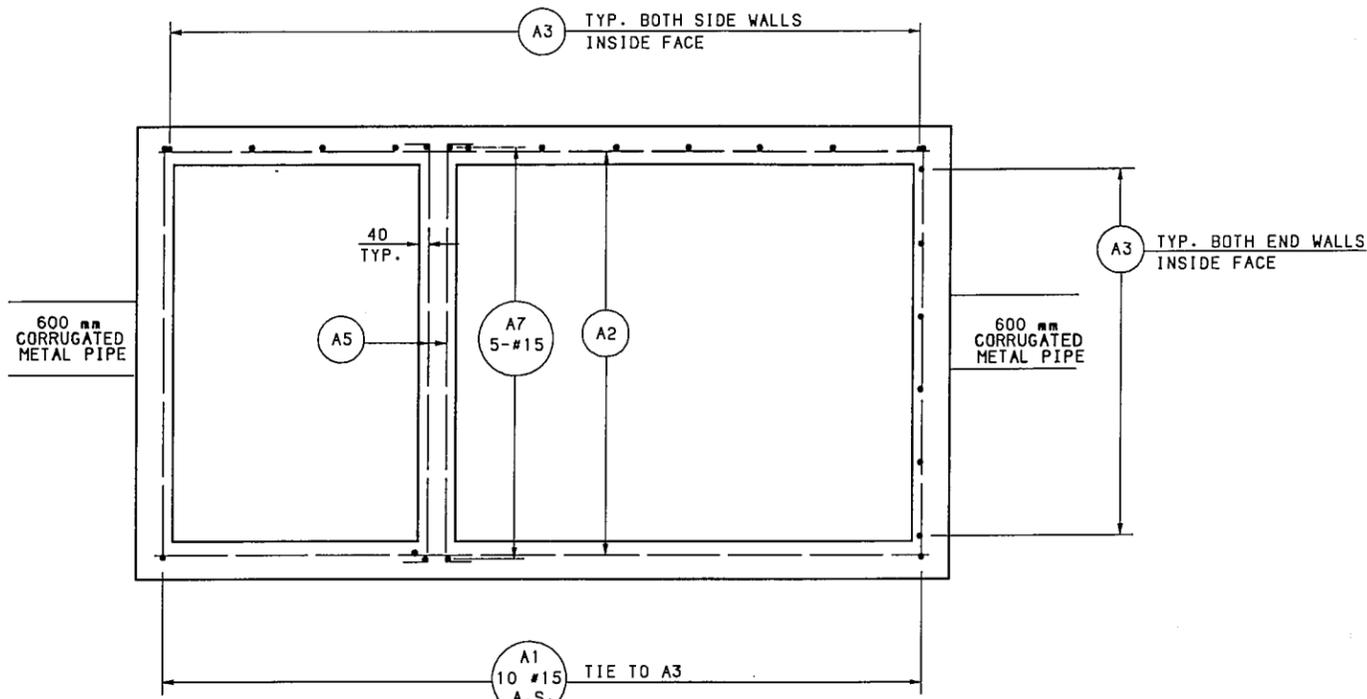
Sheet 4 of 5

REINFORCING STEEL SCHEDULE		
A1	10 #15	
A2	6 #15	3200
A3	32 #15	2950
A4	22 #15	3200
A5	20 #15	
A6	22 #15	1700
A7	10 #15	2550

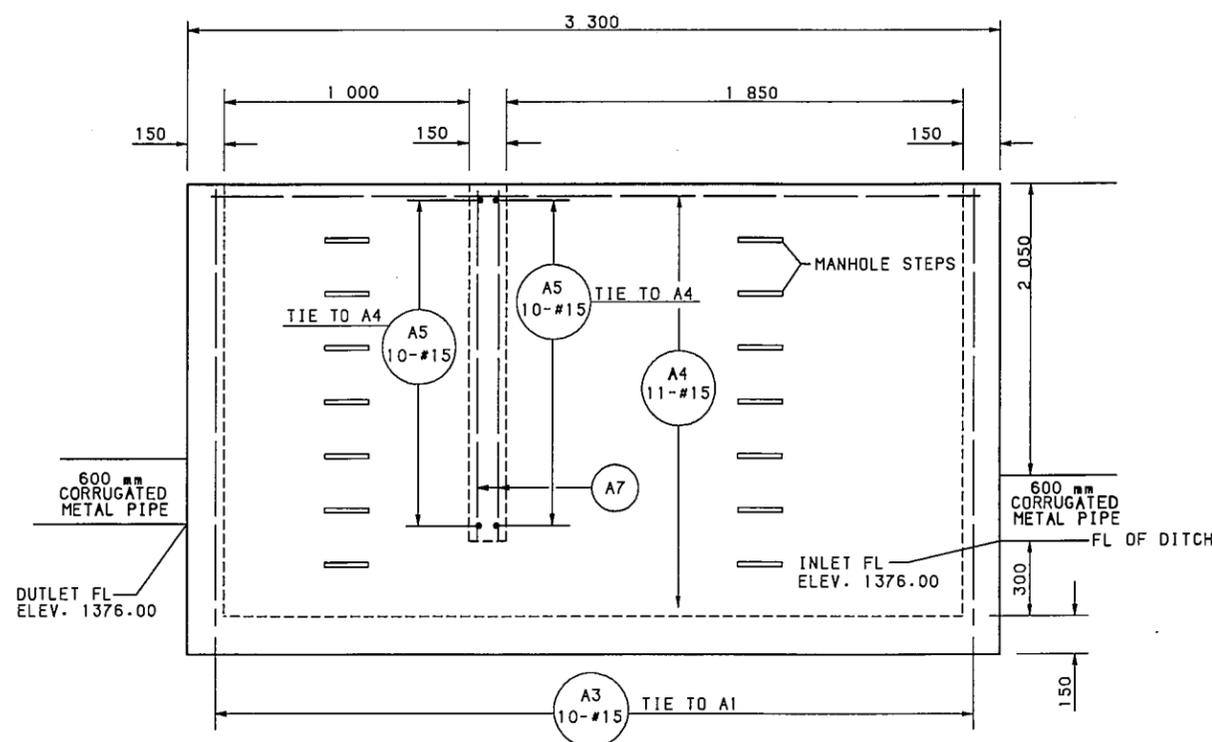
NOTES:

1. PLACE ALL REBARS WITH 50 mm CLEARANCE TO INSIDE OF BOX UNLESS OTHERWISE SHOWN.
2. ALL REBARS ARE #15 AND ARE EQUALLY SPACED.
3. FIELD CUT AND OR BEND REINFORCING STEEL TO CLEAR PIPE CULVERTS WHERE NEEDED.

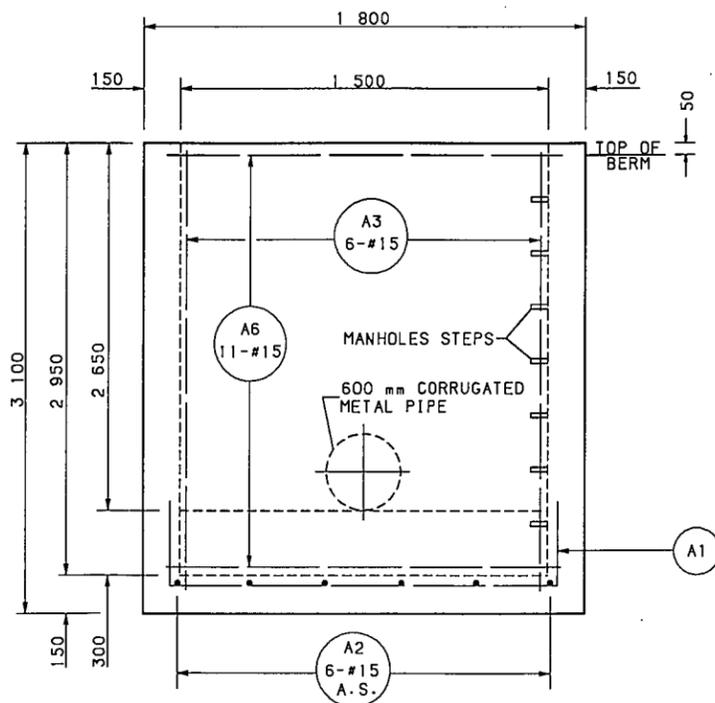
REINFORCING STEEL (COATED) = 523 kg.
 STRUCTURAL CONCRETE = 5.647³m
 MANHOLE STEPS = 14 EACH



PLAN



SIDE ELEVATION



END ELEVATION

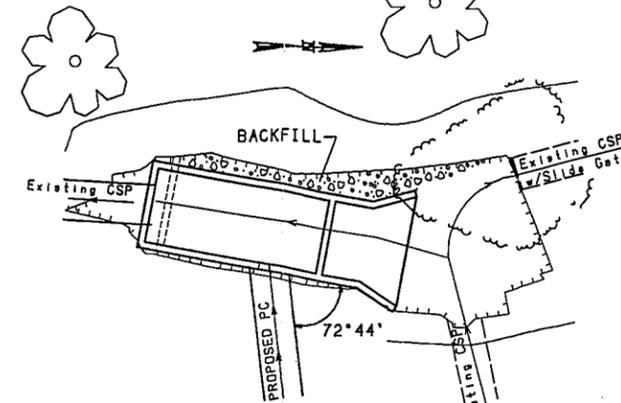
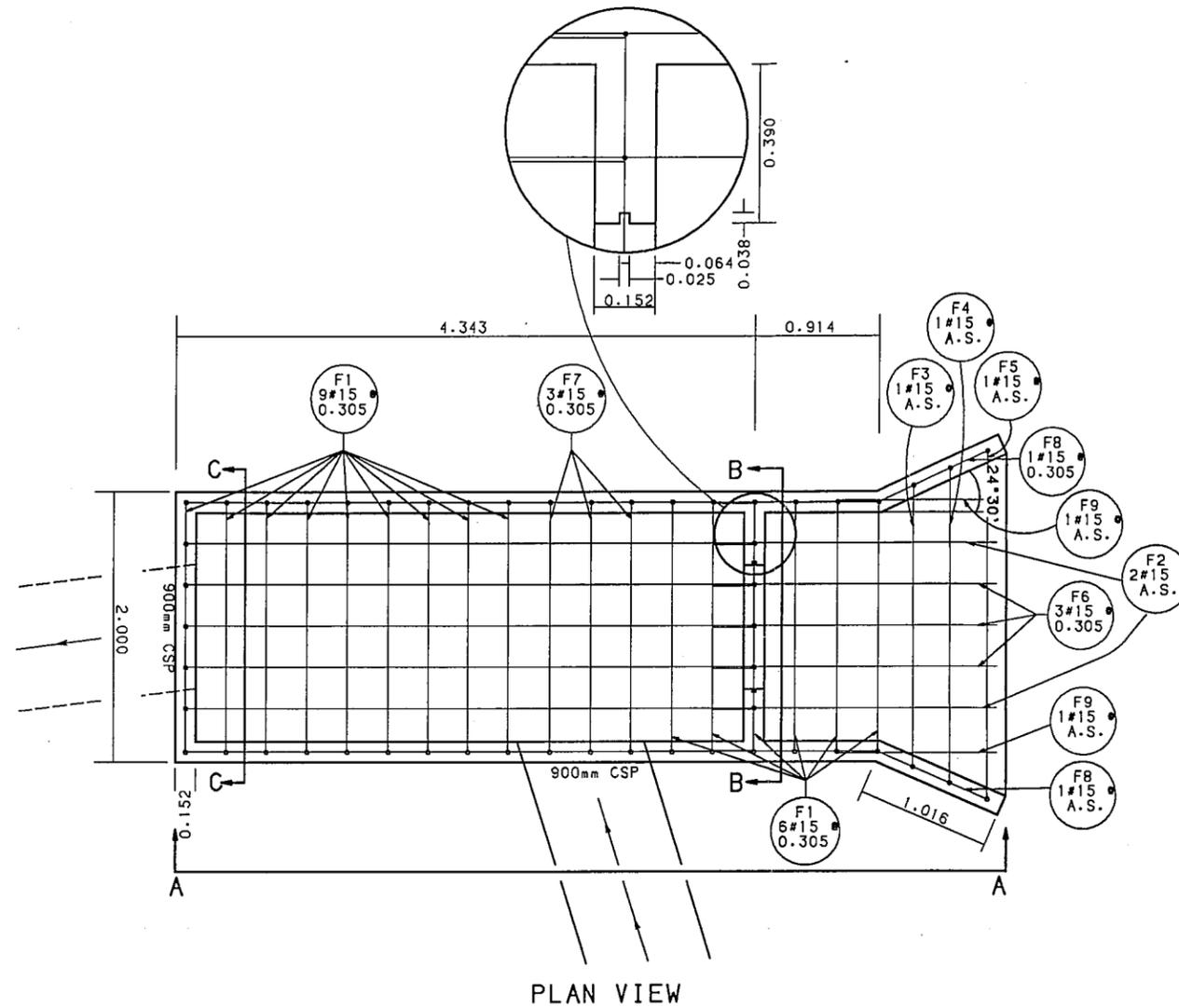
ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.

UTAH DEPARTMENT OF TRANSPORTATION REGION 3 - OREM, UTAH ROADWAY DESIGN	DESIGN J.G.J. 1-97	CHECK 1-98	BY	DATE	REVISIONS	1/22/97
SR-114, 1600 NORTH IN OREM TO SR-89 IN PLEASANT GROVE OILSKIMMER DETAIL	APPROVAL RECORDED 01-98 DATE	DESIGN D.L. Howell PROJECT DESIGN ENGINEER	DRAWN L.G.S. 12-97	CHECK DEK. 1-98	QUANT. L.G.S. 12-97	CHECK DEK. 1-98
PROJECT NUMBER SP-0114(1)4	APPROVED 01-98 DATE	DESIGN D.L. Howell REG. CIVIL DESIGN ENGINEER	DRAWN L.G.S. 12-97	CHECK DEK. 1-98	QUANT. L.G.S. 12-97	CHECK DEK. 1-98
UTAH COUNTY						
SHEET NO. 2-F						

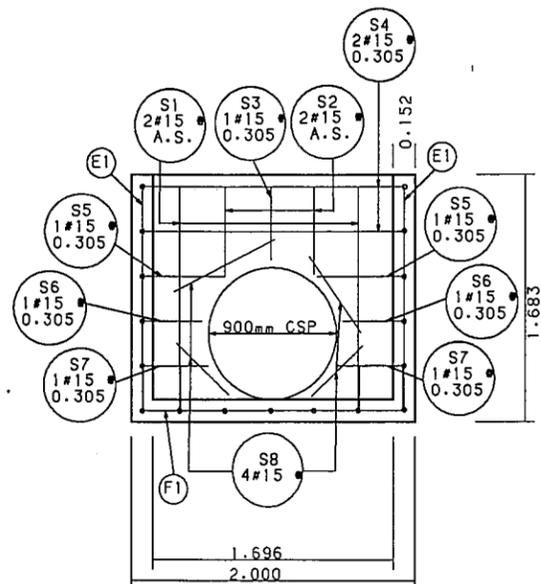
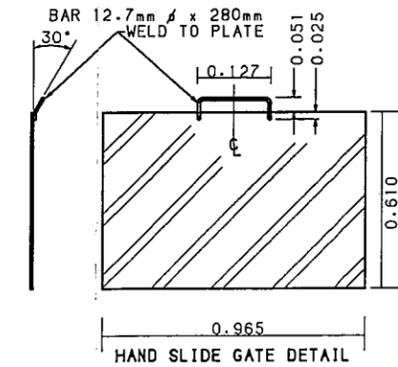
DIVERSION BOX DETAIL

EXHIBIT A

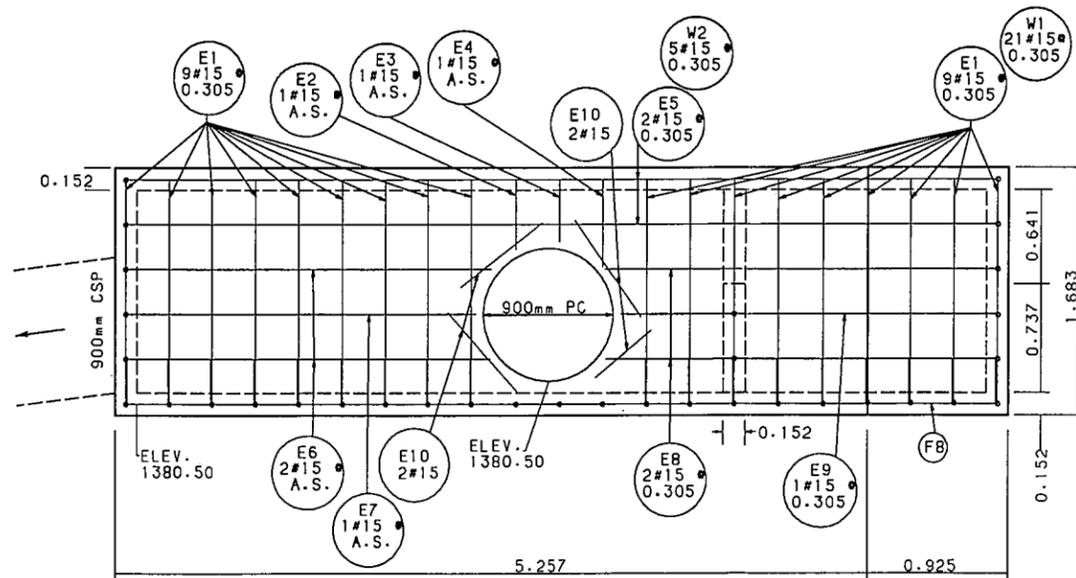
EXHIBIT A
Sheet 5 of 5



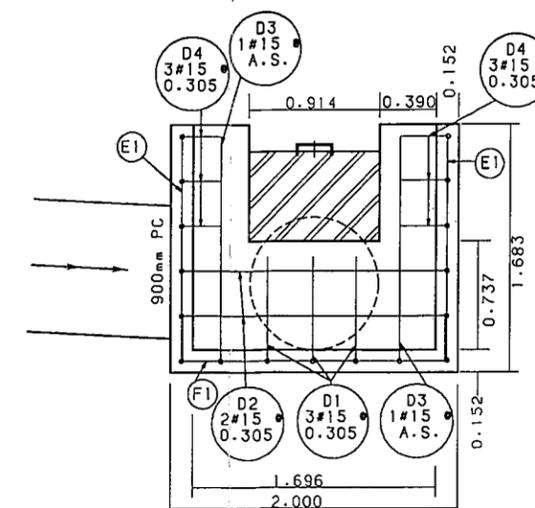
STA. 6+963 LT.



SECTION C-C
END VIEW



SECTION A-A
ELEVATION VIEW



SECTION B-B
DIVERSION WALL

UTAH DEPARTMENT OF TRANSPORTATION		REGION 3 - OREM, UTAH		ROADWAY DESIGN	
APPROVAL	DATE	DESIGN	DATE	CHECK	DATE
RECORDED	01-98	DESIGNED	11-97	PGH	11-97
PROJECT	SR-89 IN PLEASANT GROVE	ENGINEER	DRANK	DEK	11-97
PROJECT NUMBER	SP-0114(1)4	REG. ROVY.	DESIGN ENGINEER	CHECK	QUANT.
SR-114, 1600 NORTH IN OREM TO		DIVERSION BOX		PROJECT NUMBER SP-0114(1)4	
UTAH COUNTY		SHEET NO. 2-H		REVISIONS	
NO.	DATE	REQUESTED BY	REVISION	DATE	REMARKS

LINDON CITY CORPORATION

WEST SIDE RDA PROJECTS

DETENTION BASIN EXPANSION & STORM DRAIN LINE EXTENSION

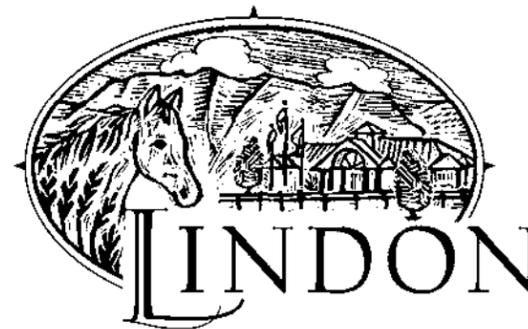
MARCH 2014

BID SET

JEFF ACERSON, MAYOR
 ADAM COWE, CITY ADMINISTRATOR

CITY COUNCIL

RANDI POWELL
 MATT BEAN
 JAKE HOYT
 VAN BRODERICK
 CAROLYN LUNDBERG



SHEET INDEX

- G-001 COVER & SHEET INDEX
- G-002 VICINITY MAP SHEET
- C-101 SITE PLAN SHEET
- C-201 POND PROFILE SHEET
- C-202 SD PLAN & PROFILE SHEET
- C-501 & C-502 DETAIL SHEETS

PROJECT NO. 50-13-019



J-U-B ENGINEERS, INC.

240 West Center Street, Suite 200, Orem, UT 84057
 p 801 226 0393 f 801 226 0394 u www.jub.com

OTHER J-U-B COMPANIES



OWNERS ACCEPTANCE

LINDON CITY CERTIFIES THAT THE CITY ACCEPTS THE DRAWINGS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT.

 LINDON CITY CORPORATION
 JEFF ACERSON, MAYOR

 DATE

ENGINEER'S CERTIFICATE

J-U-B ENGINEERS, INC., CERTIFIES THAT THE CORPORATION WAS EMPLOYED TO PREPARE THE DRAWINGS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT IN LINDON, UTAH AND THAT THESE DRAWINGS AND ACCOMPANYING SPECIFICATIONS ARE THE INFORMATION TO BE SUBMITTED FOR APPROVAL.

 J-U-B ENGINEERS, INC.
 TODD M. TRANE, P.E.
 PROJECT ENGINEER



 DATE

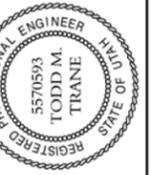
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LAST UPDATED: 3/19/2014

SHEET NUMBER:

G-001



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NO.	REVISION	DESCRIPTION	BY	DATE

WEST SIDE RDA PROJECTS - DETENTION BASIN
 EXPANSION & STORM DRAIN LINE EXTENSION

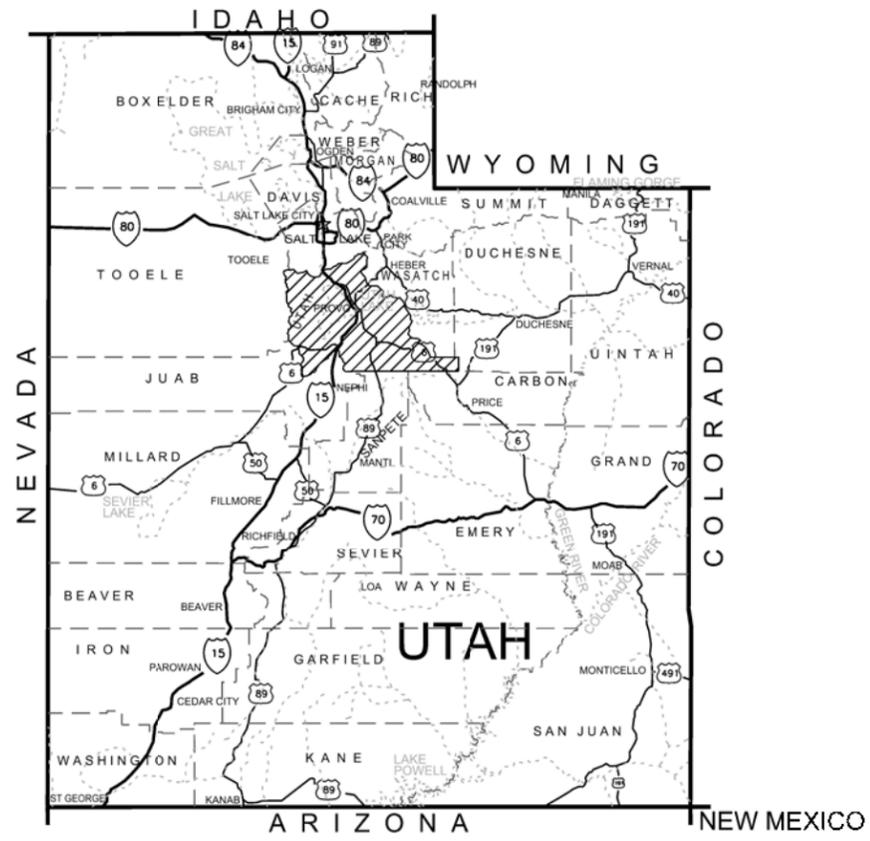
VICINITY MAP
 LINDON CITY CORPORATION
 LINDON, UTAH

FILE: 50-13-019 G-002 VMAP
 JUB PROJ #: 50-12-064
 DRAWN BY: EEA
 DESIGN BY: TMT
 CHECKED BY: MLC

ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY

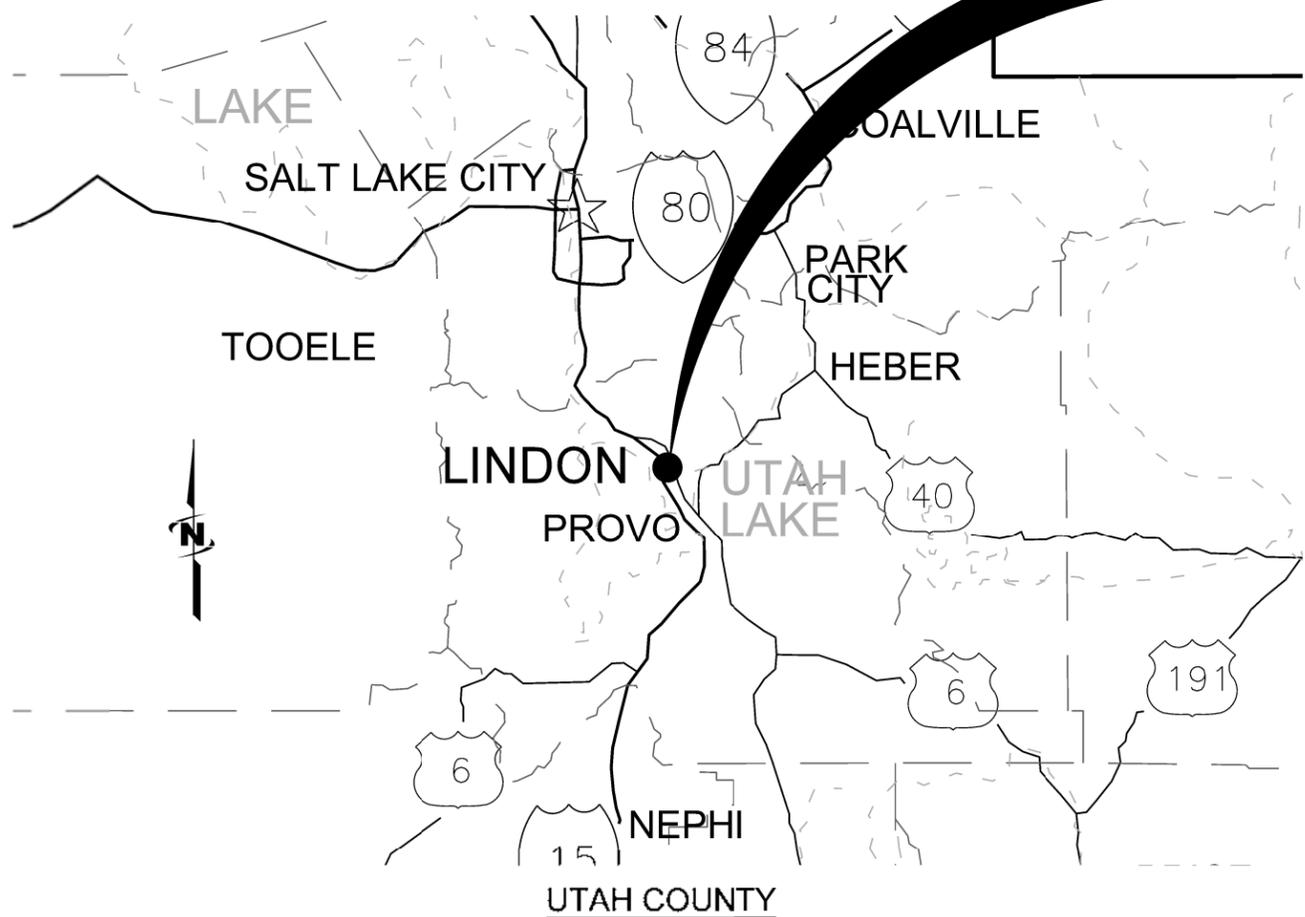
LAST UPDATED: 3/19/2014

SHEET NUMBER:
G-002

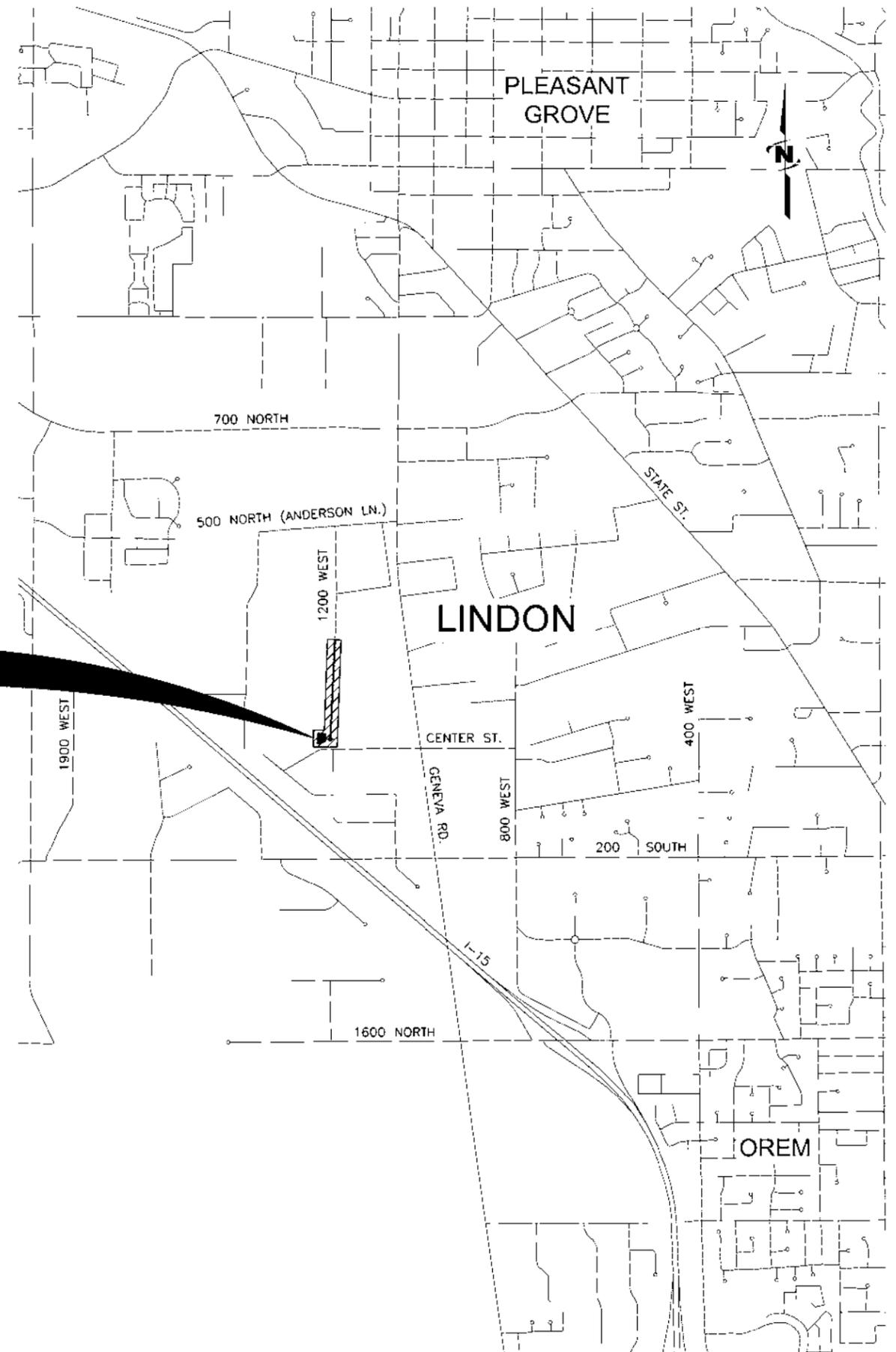


STATE OF UTAH

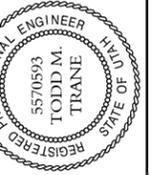
PROJECT LOCATION



UTAH COUNTY



VICINITY MAP



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NO.	REVISION	DESCRIPTION	BY	DATE

WEST SIDE RDA PROJECTS - DETENTION BASIN EXPANSION & STORM DRAIN LINE EXTENSION

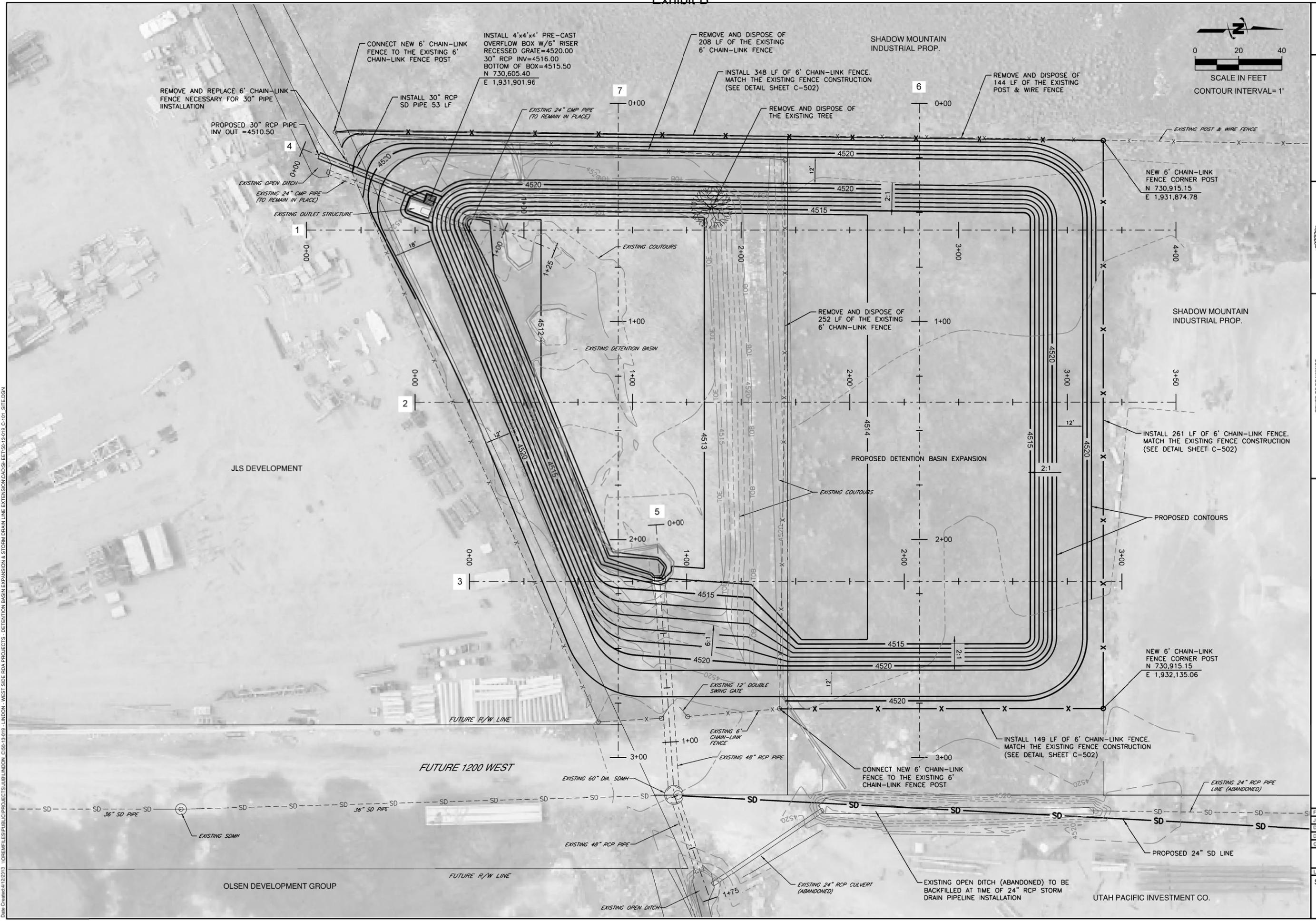
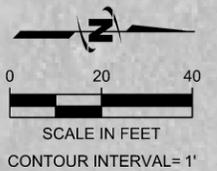
SITE PLAN
LINDON CITY CORPORATION
LINDON, UTAH

FILE: 50-13-019 SITE
JUB PROJ # 50-13-019
DRAWN BY: EEA
DESIGN BY: TMT
CHECKED BY: MLC

ONE INCH
AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 3/3/2014

SHEET NUMBER:

C-101



REMOVE AND REPLACE 6' CHAIN-LINK FENCE NECESSARY FOR 30" PIPE INSTALLATION

PROPOSED 30" RCP PIPE
INV OUT = 4510.50

CONNECT NEW 6' CHAIN-LINK FENCE TO THE EXISTING 6' CHAIN-LINK FENCE POST

INSTALL 4'x4'x4' PRE-CAST OVERFLOW BOX W/6" RISER RECESSED GRATE=4520.00
30" RCP INV=4516.00
BOTTOM OF BOX=4515.50
N 730,605.40
E 1,931,901.96

INSTALL 30" RCP SD PIPE 53 LF

EXISTING 24" CMP PIPE (TO REMAIN IN PLACE)

REMOVE AND DISPOSE OF 208 LF OF THE EXISTING 6' CHAIN-LINK FENCE

INSTALL 348 LF OF 6' CHAIN-LINK FENCE. MATCH THE EXISTING FENCE CONSTRUCTION (SEE DETAIL SHEET C-502)

REMOVE AND DISPOSE OF THE EXISTING TREE

SHADOW MOUNTAIN INDUSTRIAL PROP.

REMOVE AND DISPOSE OF 144 LF OF THE EXISTING POST & WIRE FENCE

NEW 6' CHAIN-LINK FENCE CORNER POST
N 730,915.15
E 1,931,874.78

REMOVE AND DISPOSE OF 252 LF OF THE EXISTING 6' CHAIN-LINK FENCE

INSTALL 261 LF OF 6' CHAIN-LINK FENCE. MATCH THE EXISTING FENCE CONSTRUCTION (SEE DETAIL SHEET C-502)

NEW 6' CHAIN-LINK FENCE CORNER POST
N 730,915.15
E 1,932,135.06

INSTALL 149 LF OF 6' CHAIN-LINK FENCE. MATCH THE EXISTING FENCE CONSTRUCTION (SEE DETAIL SHEET C-502)

CONNECT NEW 6' CHAIN-LINK FENCE TO THE EXISTING 6' CHAIN-LINK FENCE POST

EXISTING 24" RCP PIPE LINE (ABANDONED)

PROPOSED 24" SD LINE

EXISTING OPEN DITCH (ABANDONED) TO BE BACKFILLED AT TIME OF 24" RCP STORM DRAIN PIPELINE INSTALLATION

UTAH PACIFIC INVESTMENT CO.

JLS DEVELOPMENT

SHADOW MOUNTAIN INDUSTRIAL PROP.

PROPOSED COULTERS

PROPOSED DETENTION BASIN EXPANSION

EXISTING COULTERS

EXISTING DETENTION BASIN

EXISTING COULTERS

FUTURE R/W LINE

FUTURE 1200 WEST

FUTURE R/W LINE

Plot Date: 03/03/2014 Plotted By: Erik Anderson
Date Created: 4/12/2013 JOEMFILES\PUBLIC\PROJECTS\JUB\LINDON_C-50-13-019 -LINDON - WEST SIDE RDA PROJECTS - DETENTION BASIN EXPANSION & STORM DRAIN LINE EXTENSION\CAD\SHEETS\50-13-019 C-101 SITE.DGN

OLSEN DEVELOPMENT GROUP



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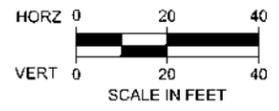
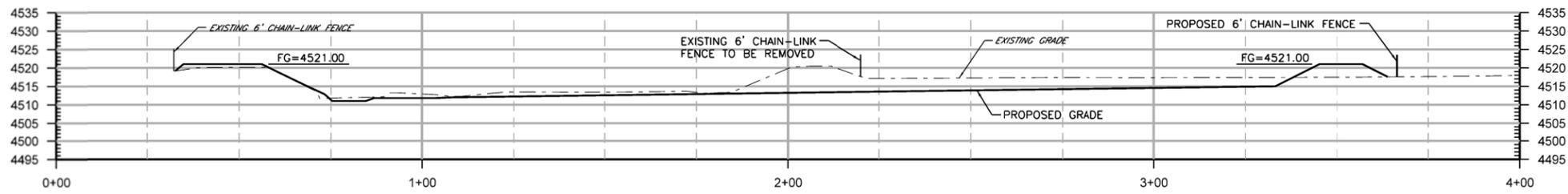
NO.	REVISION	DESCRIPTION	BY	DATE

WEST SIDE RDA PROJECTS - DETENTION BASIN EXPANSION & STORM DRAIN LINE EXTENSION
 LONDON, UTAH
 DETENTION BASIN CROSS SECTIONS SHEET
 LONDON CITY CORPORATION

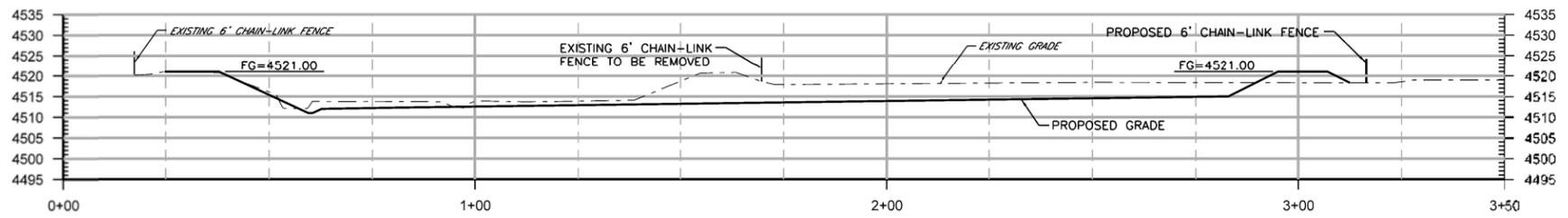
FILE: 50-13-019 C-201 PROFILES
 JUB PROJ #: 50-13-019
 DRAWN BY: EEA
 DESIGN BY: TMT
 CHECKED BY: MLC
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 3/9/2014

SHEET NUMBER:
C-201

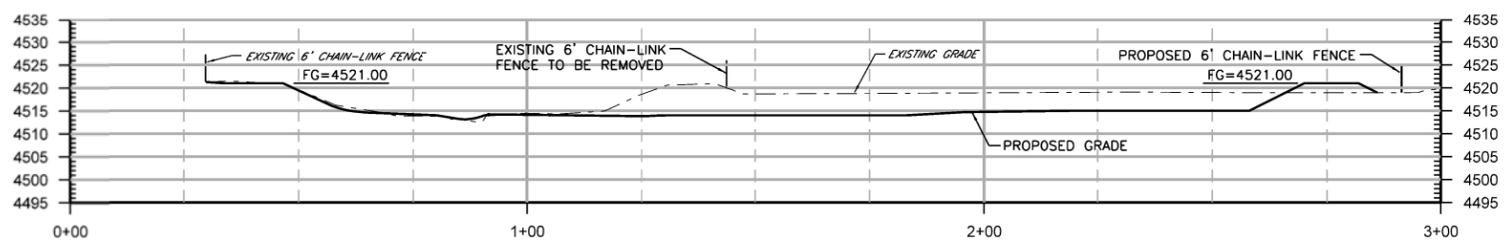
DETENTION BASIN CROSS SECTION #1



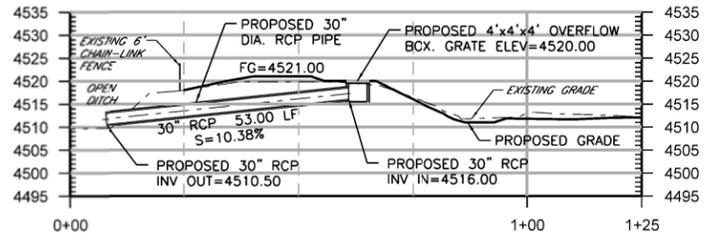
DETENTION BASIN CROSS SECTION #2



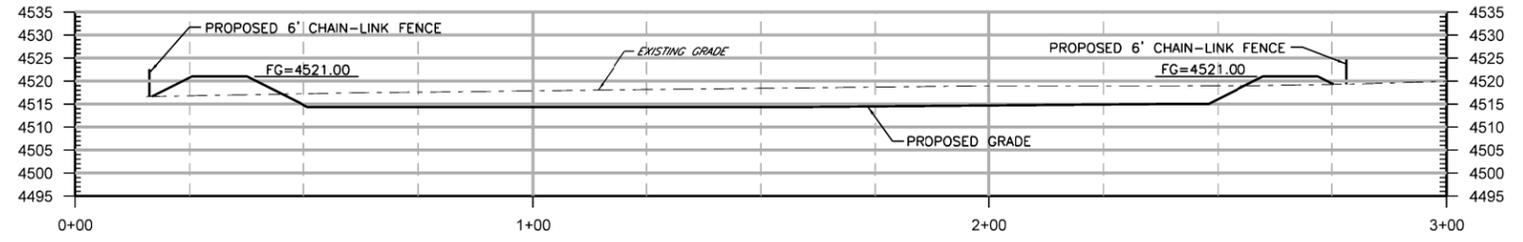
DETENTION BASIN CROSS SECTION #3



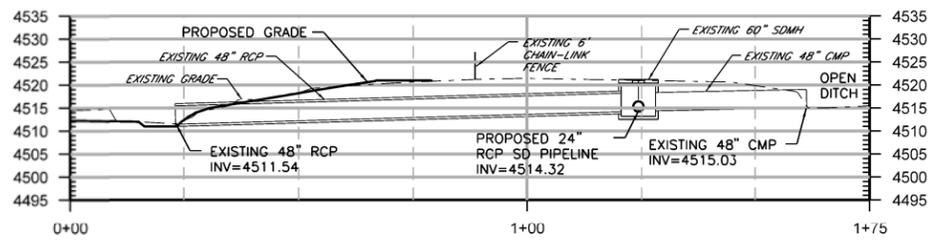
DETENTION BASIN CROSS SECTION #4



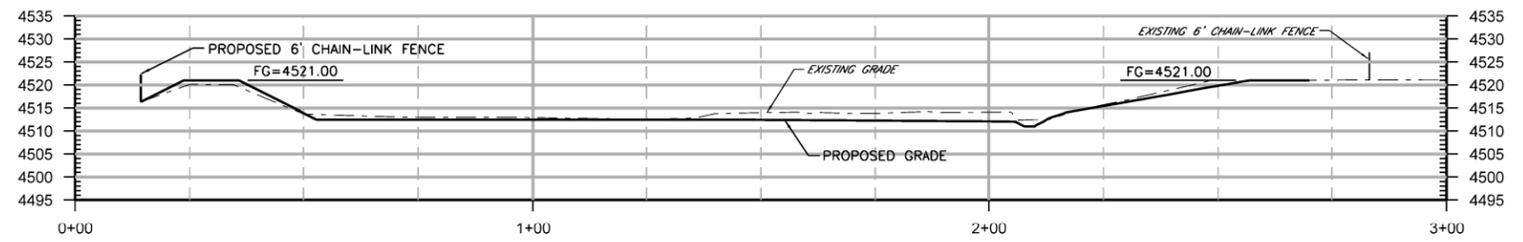
DETENTION BASIN CROSS SECTION #6



DETENTION BASIN CROSS SECTION #5



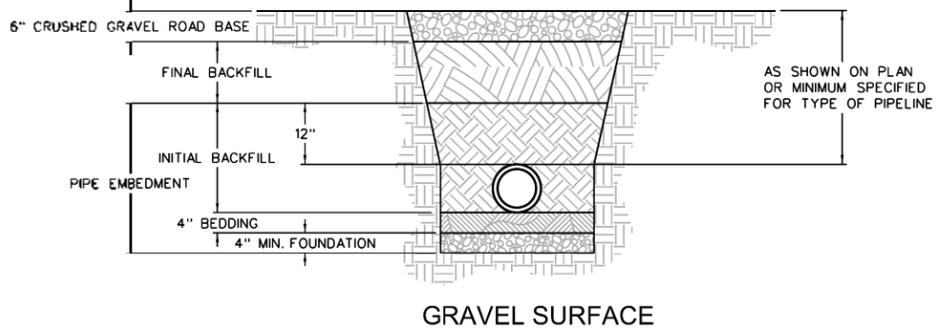
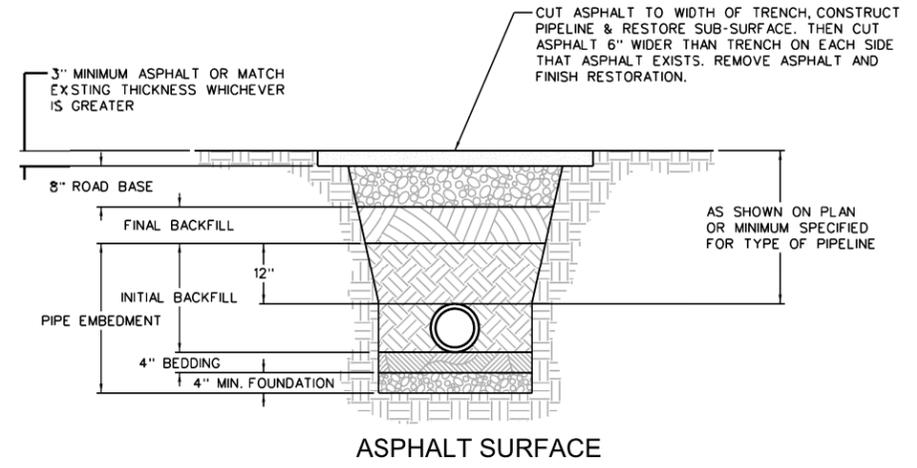
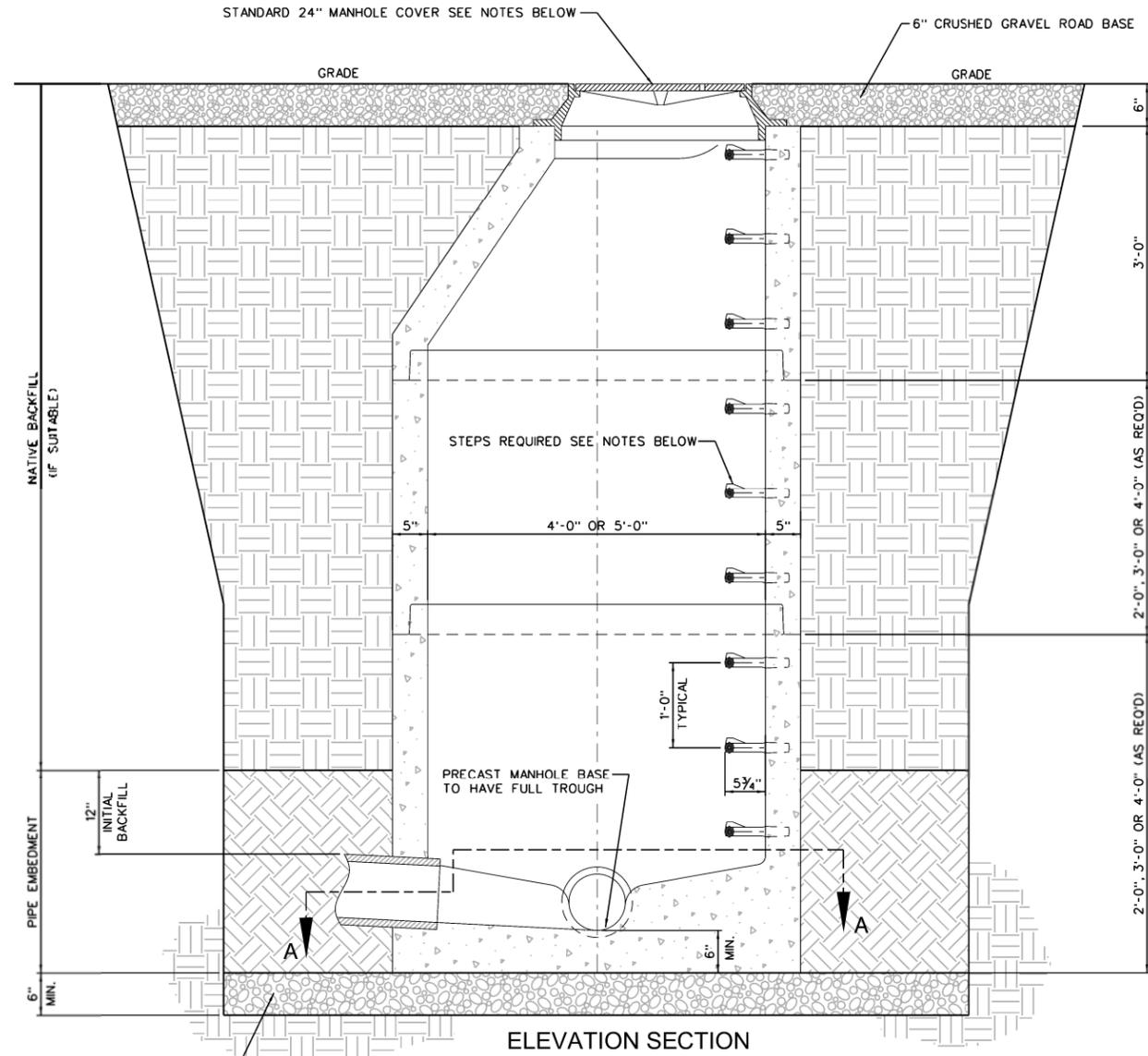
DETENTION BASIN CROSS SECTION #7



Plot Date: 3/6/2014 Plotted By: Erik Anderson
 Date Created: 2/22/13 Job Name: WEST SIDE RDA PROJECTS - DETENTION BASIN EXPANSION & STORM DRAIN LINE EXTENSION CAD SHEET 50-13-019 C-201 PROFILES.DGN

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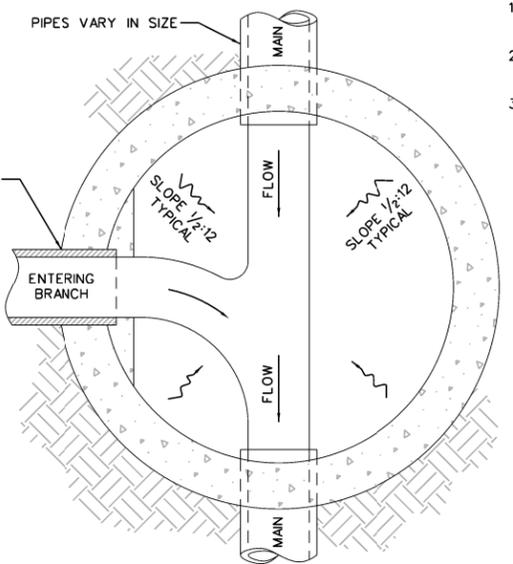
NO.	REVISION	DESCRIPTION	BY	APPR.	DATE



- NOTES:
- SLOPE TRENCH TO MEET OSHA REQUIREMENTS (LATEST EDITION) OR USE TRENCH BOX.
 - FOUNDATION AND BEDDING MATERIAL AS REQUIRED.
 - INSTALL PIPELINES ON STABLE FOUNDATION WITH UNIFORM BEARING FOR FULL LENGTH OF BARREL, EXCAVATE IN BEDDING FOR ALL PIPE JOINTS.

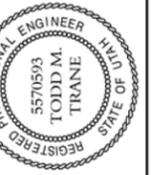
TYPICAL TRENCH SECTIONS

- NOTES:
- MANHOLE COVER TO CONTAIN ONE PICK HOLE. COVER LABEL TO READ "STORM DRAIN". D&L SUPPLY P/N A-1180 (OR EQUAL).
 - STEPS SHALL BE MADE OF COPOLYMER POLYPROPYLENE CONFORMING TO ASTM D-4101. REINFORCING STEEL TO BE DEFORMED 1/2" DIAMETER GRADE 60 ROD.
 - FLAT LIDS MAY BE USED IN LIEU OF ECCENTRIC CONES WHERE NECESSARY. FLAT LIDS SHALL BE OF ECCENTRIC DESIGN AND MEET H20 LIVE LOADING. NO FLAT RING AND COVERS WILL BE ALLOWED UNLESS APPROVED BY PUBLIC WORKS.



**SECTION A-A
 MANHOLE DETAIL**

Plot Date: 3/19/2014 Plotted By: Erik Anderson
 Date Created: 2/22/2013 10:05:13 AM Project: JUB LINDON - WEST SIDE RDA PROJECTS - DETENTION BASIN EXPANSION & STORM DRAIN LINE EXTENSION CAD SHEET: 50-13-019_C-501_DETAILS.DGN



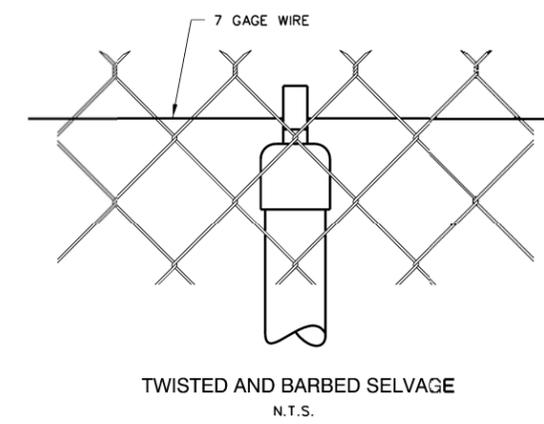
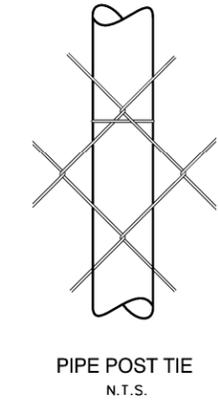
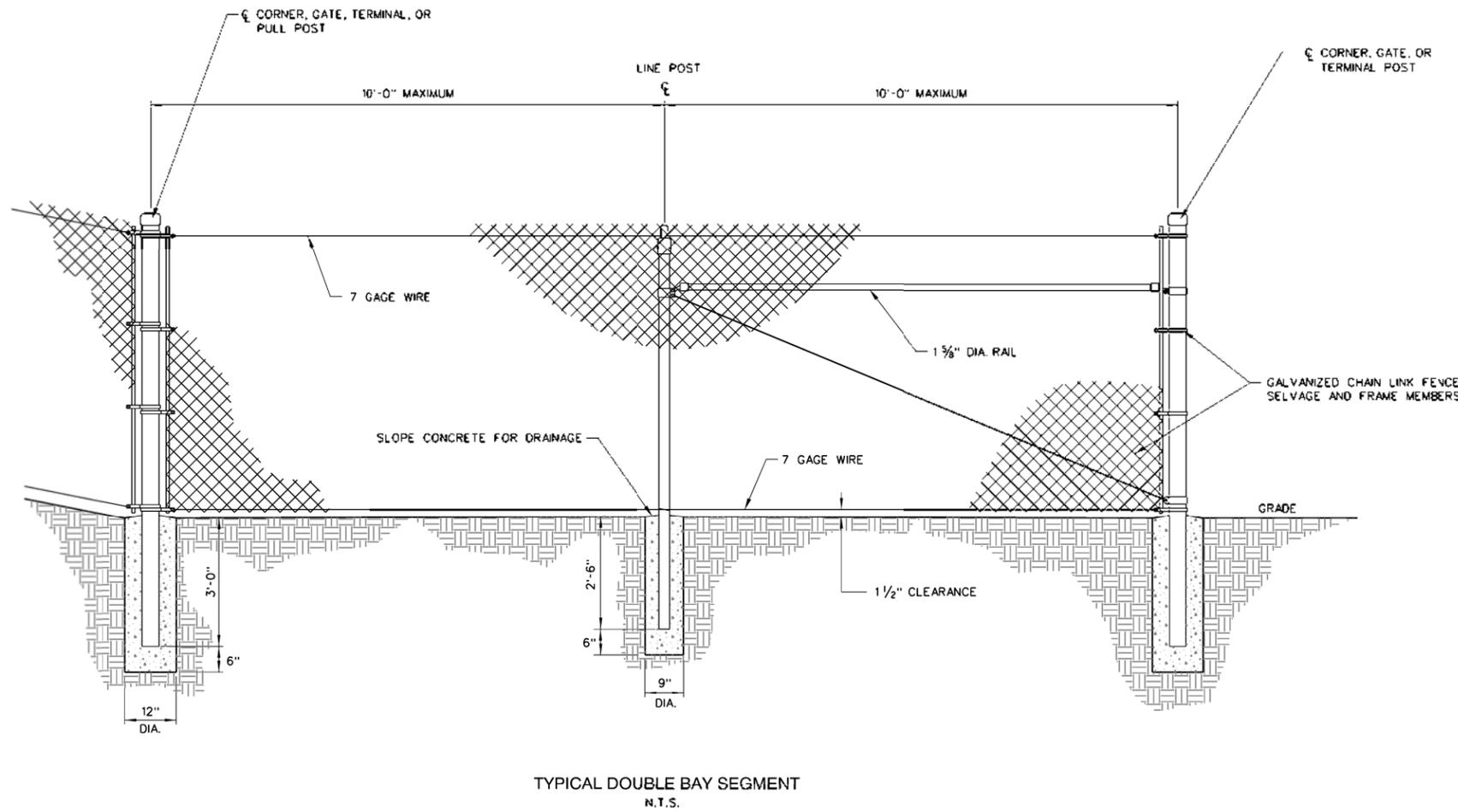
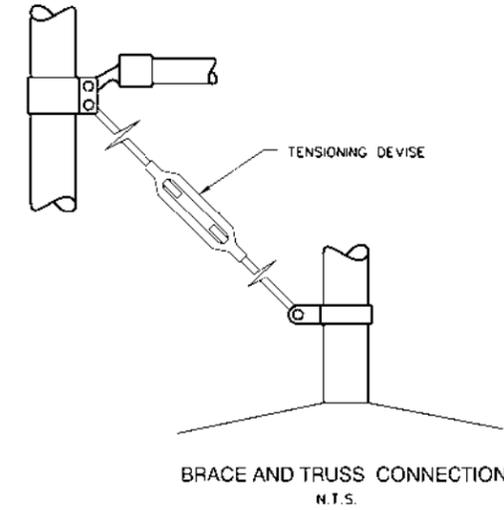
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NO.	DESCRIPTION	BY	DATE

WEST SIDE RDA PROJECTS - DETENTION BASIN EXPANSION & STORM DRAIN EXTENSION
 DETAIL SHEET
 LINDON CITY CORPORATION
 LINDON, UTAH

FILE: 50-13-019 C-502 DETAILS
 JUB PROJ #: 50-13-019
 DRAWN BY: EEA
 DESIGN BY: TMT
 CHECKED BY: MLC
 ONE INCH
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 3/19/2014
 SHEET NUMBER:
C-502

FENCE POST TABLE						
HEIGHT OF FABRIC	DEPTH OF POST	LENGTH OF END, CORNER OR PULL POSTS	LENGTH OF LINE POSTS	END, CORNER AND PULL PIPE OPTION	SIZE OF POSTS (MIN. SIZE) PIPE OPTION	GATE POSTS
6'	3'	9'	8'-6"	2 3/8"	2 3/8"	4"



NOTE: CONTRACTOR TO MATCH CONSTRUCTION OF THE EXISTING 6' CHAIN-LINK FENCE.

6' CHAIN-LINK FENCE DETAIL

14. Review & Action — Appointment to Historic Preservation Commission *(5 minutes)*

This is a request for review and consideration of the Mayor's recommendation to appoint Ted & Erlene Lott to a two-year term on the Lindon City Historic Preservation Commission.

The Historic Preservation Commission recommended the Lott's for service on the Commission. They are long-time residents of Lindon and have been active in other facets of the community. The Lott's have been contacted and are willing to serve.

Sample Motion: I move to (approve, continue, deny) the Mayor's recommendation to appoint Ted & Erlene Lott to the Lindon City Historic Preservation Commission.

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



TEL 801-785-7687
FAX 801-785-7645
www.lindoncity.org

April 1, 2014

Ted & Erlene Lott
222 South 400 West
Lindon, Utah 84042

Ted and Erlene,

On April 1, 2014, the Lindon City Council unanimously approved my recommendation to appoint you as members of the Lindon City Historic Preservation Commission. It is anticipated that you will serve a two-year term on the commission that will expire on the last day of April 2016, or when a successor is appointed to the position.

I would like to add my personal expression of appreciation for the service you will provide on the Historic Preservation Commission. The success of this group lies primarily with your enthusiasm and love for this great city and with your efforts to preserve its history and character. We appreciate your willingness to serve the great City of Lindon, and we look forward to working with you.

Jordan Cullimore, our Associate Planner and staff to the Commission, will be contacting you regarding the next scheduled meeting. If you have any questions regarding your responsibilities as a member of the Historic Preservation Commission, please feel free to contact Jordan at 785-7687 or by email at jcullimore@lindoncity.org.

Sincerely,

Jeff Acerson
Mayor

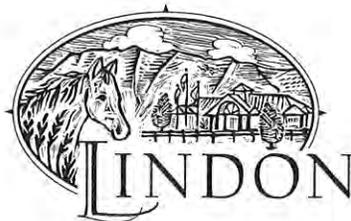
15. Review & Action — Appointments to Planning Commission*(5 minutes)*

This is a request for review and consideration of the Mayor's recommendation to re-appoint Ron Anderson and Sharon Call to the Lindon City Planning Commission. Both individuals are expected to serve a full three-year term. This will be Mr. Anderson's sixth term on the Planning Commission and Mrs. Call's third term on the Commission.

Ron and Sharon have served the City well on the Planning Commission. They are both willing to continue serving and have the confidence of the Mayor, Staff, and the Council rep over the Planning Commission to continue representing the City on the Commission. We appreciate their continued willingness to fill this role.

Sample Motion: I move to (approve, continue, deny) the Mayor's recommendation to re-appoint Ron Anderson and Sharon Call to the Lindon City Planning Commission.

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



TEL 801-785-7687
FAX 801-785-7645
www.lindoncity.org

April 2, 2014

Ron Anderson
383 North Anderson Lane
Lindon, Utah 84042

Ron,

On April 1, 2014, the Lindon City Council approved the recommendation of Mayor Acerson to re-appoint you as a member of the Planning Commission for Lindon City. Our records indicate that this will be your sixth term as a Planning Commissioner. It is anticipated that you will serve a full three-year term which will expire the last day of April 2017 or until your respective successor has been appointed.

We're excited to continue working with you and appreciate your willingness to serve the City of Lindon. You've been a great voice for our community. As always, please feel free to contact me at 801-785-7687 to discuss any questions you may have about the position or issues within the city.

Sincerely,

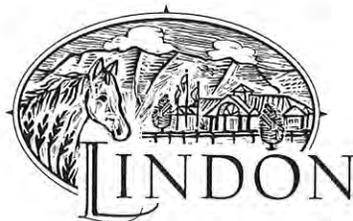
A handwritten signature in blue ink, appearing to read "H. Van Wagenen", is written over a horizontal line.

Hugh Van Wagenen
Planning Director

A horizontal line is drawn above the name "Jeff Acerson".

Jeff Acerson
Mayor

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



TEL 801-785-7687
FAX 801-785-7645
www.lindoncity.org

April 2, 2014

Sharon Call
933 East 230 North
Lindon, Utah 84042

Sharon,

On April 1, 2014, the Lindon City Council approved the recommendation of Mayor Acerson to re-appoint you as a member of the Planning Commission for Lindon City. Our records indicate that this will be your third term as a Planning Commissioner. It is anticipated that you will serve a full three-year term which will expire the last day of April 2017 or until your respective successor has been appointed.

We're excited to continue working with you and appreciate your willingness to serve the City of Lindon. You've been a great voice for our community. As always, please feel free to contact me at 801-785-7687 to discuss any questions you may have about the position or issues within the city.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Van Wagenen", is written over a horizontal line.

Hugh Van Wagenen
Planning Director

A horizontal line is drawn above the name "Jeff Acerson".

Jeff Acerson
Mayor

16. Review & Action — Commission on Alien Invasion of Lindon Equine Population (5 minutes)

This is a request by staff for the Council's consideration in forming a committee to study the effect of aliens invading Lindon's equine population. It is proposed that the Commission meet annually on April 1st to conduct interviews with Lindon horses and gather data on their interactions with space aliens within the city limits. Mr. Ed will be in attendance to provide testimony on the issue.

Upon multiple citizen requests, staff recommends creation of the *Commission on Alien Invasion of Lindon Equines* to study the dealings of resident horses and extraterrestrials within Lindon City limits. We anticipate the Men in Black will meet annually with the Commission on April 1st of each year and, if you're still reading.... this is a total joke! How often does a City Council meeting fall on April Fool's Day? Hope it brought a smile to your face after reviewing some tough issues. April Fools!



“All work and no play make Johnny a dull boy”

17. **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 |

I 8. Administrator's Report:

(20 minutes)

Misc Updates:

- Project Tracking List
- Digital newsletters: reminder will be put in April's utility bill
- Bicycle Master Plan – SLC Bike Tour
- Lakeview Rd. water break claim / Pot-hole claim on Locust Ave.
- Vivint Fire update.
- UTOPIA/Macquarie P3 – moving discussion forward. How do we inform the public?

Upcoming Meetings & Events:

- Newsletter Assignment: **Carolyn** - May newsletter article. *Due by last week in April.*
- April 3rd at 2:00pm at Alpine School Dist offices. 700 N. CDA. **Jeff**
- April 8th at Noon. Engineering Coordination mtg at Public Works. **Van, Jeff, ???**
- April 8th – Blood Battle (blood drive). 9am-2pm at Community Center. Winning city gets service hours donated by Horrocks Engineers
- April 9th-11th – ULCT Spring Conference in St. George **Jeff, Matt, Carolyn**
- April 11th at 6:00pm – Volunteer Appreciation Dinner @ Community Center **Randi, Van**
- Tentative: April 11th-19th Spring clean-up. Dumpsters will be located at Public Works, the horse Arena, Pheasant Brook Park, Hollow Park, and at the LDS East Stake Center.
- April 16th at 9:00am – Bicycle Steering Committee mtg. Community Dev conf room. **Jeff, Carolyn**
- April 19th – Easter Egg Hunt @ 9:00am. City Center Park **Carolyn**
- April 29th at Noon at City Center. Budget Committee Mtg **Jeff, Matt, Jake**
- May 26th – Memorial Day Ceremony at 9:00am at cemetery. (City offices closed) **Jeff, Jake**

Future items:

- Planning Commission member vacancy
- 2014-15 Budget hearings
- 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

As of March 26, 2014

PROJECT TRACKING LIST

1 of 2

APPLICATION NAME	APPLICATION DATE	APPLICANT INFORMATION	PLANNING COMM.	CITY COUNCIL
			DATE	DATE
Ordinance changes: LCC 17.38 'Bonds for Completion of Improvements to Real Property'	January 2014	City Initiated	Mar. 11	TBD
<i>City initiated ordinance changes needed to bring code into compliance with current practices and State laws.</i>				
Zone Change: Old Town Square	Feb 1, 2012	Scott Larsen	Feb. 14, continued	Pending
<i>Request for approval of a zone change for two parcels located at 873 West Center Street from R1-20 (Residential Low) to LI (Light Industrial).</i>				
Property Line Adjustment: LBA Rentals	Mar 12, 2012	Lois Bown-Atheling	N/A	N/A
<i>Request for approval of a property line adjustment to clean up existing parcels lines for five parcels in the CG zone at 162 & 140 South Main Street. This project is in conjunction with the Castle Park project.</i>				
Ordinance changes: LCC 17.32, 17.58, 17.66.020 'Subdivisions'	Nov. 2012	City Initiated	Nov. 13, Dec. 11, Jan. 8, Jan. 22	TBD
<i>City initiated ordinance changes needed to bring code into compliance with current practices and State laws.</i>				
Site Plan: Lindon Senior Apartments	Sept. 2013	Matt Gneiting	TBD	TBD
<i>Request for site plan approval for senior housing apartments on State & Main</i>				
CUP: Utah Valley Peterbilt	March 2014	Joel Memmot	March 25	N/A
<i>Application to operate a commercial vehicle repair shop at 870 West 410 North in the LI zone.</i>				
Site Plan: Interstate Gratings New Building	March 2014	Buck Robinson	April 8	N/A
<i>Application to build a new building located at 1820 West 200 South.</i>				
Phased Subdivision: Highlands @ Bald Mountain	March 2014	Chad Clifford	N/A	N/A
<i>Application for Phase II of the Highlands @ Bald Mountain Subdivision. Because the entire subdivision was approved, this phase only requires staff approval.</i>				
<i>NOTE: This Project Tracking List is for reference purposes only. All application review dates are subject to change.</i>				
PC / CC Approved Projects - Working through final staff & engineering reviews (site plans have not been finalized - or plat has not recorded yet):				
<i>Stableridge Plat D (Vaughn Heath)</i>	<i>Highlands at Bald Mountain</i>		<i>Tim Clyde – R2 Project</i>	
<i>BMA / Old Station Sq – site plan Lots 11 & 12</i>	<i>AM Bank – site plan</i>		<i>Joyner Business Park, Lot 9 site plan</i>	
<i>Double A Estates Subdivision</i>	<i>Old Station Square Plat D</i>		<i>Castle Park Amended Site Plan</i>	
<i>Olsen Industrial Park Sub., Plat A (Sunroc)</i>				
<i>West Meadows Indus. Sub (Williamson Subdivision Plat A)</i>	<i>Keetch Estates, Plat A</i>		<i>Lindon Gateway II</i>	
<i>Osmond Senior Subdivision</i>	<i>Lindon Harbor Industrial Park II</i>		<i>Meine Plat A</i>	
<i>Freeway Business Park II</i>	<i>Craig Olsen Site Plan</i>			
<i>Valdez Painting Site Plan</i>	<i>Murdock Hyundai Site Plan</i>		<i>Maverik Site Plan</i>	
<i>Cullimore Court Subdivision</i>	<i>LCD Business Center</i>		<i>Sam White Office/Warehouse Site Plan</i>	
<i>Eastlake at Geneva North Sub.</i>	<i>Lindon Business Park Plat C</i>			
<i>Avalon Senior Living Site Plan</i>	<i>Murdock Hyundai Plat Amendment</i>		<i>Maxine Meadows Subdivision</i>	
<i>Timpview RTC Expansion</i>	<i>Long Orchard Subdivision</i>			
<i>Green Valley Subdivision</i>	<i>Old Rail Estates Subdivision</i>			

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 2015 Last Reviewed: 3/14	N/A
Annual review of care center to ensure conformance with City Code. Care center is a pre-existing use in the CG zone.				
Annual review of CUP - Housing Authority of Utah County - Group home. 365 E. 400 N. (File # 03.0213.1) lsmith@housinguc.org	Existing CUP	Housing Auth. Of Utah County Director: Lynell Smith 801-373-8333.	March 2015 Last Reviewed: 3/14	N/A
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.				
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 2015 Last Reviewed: 3/14	N/A
Annual review required by PC to ensure CUP conditions are being met. Juvenile group home is permitted for up to 12 youth (16 for Timp RTC) not over the age of 18.				

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 finished.
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)	EDC Utah 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: 45 New residential units: 12	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses: 16	Lindon Hollow Creek-Corps of Eng., ditch relocation	Lindon Bicycle Master Plan	MAG Technical Advisory Committee: Monthly
Land Use Applications: 4	Lindon Heritage Trail Phase 3		Lindon Historic Preservation Commission: Bimonthly
Drug-free zone maps: 6	Gateway RDA improvements		North Utah County Transit Study Committee Monthly

Lindon Calls for Service								
Monthly Statistics - 2014								
	Engine 35 Responses in Lindon	Rescue 35 Responses in Lindon	Engine 35 Responses in Orem	Rescue 35 Responses in Orem	Mutual Aid - Engine 35	Mutual Aid - Rescue 35	Orem Sta. Responses in Lindon	Total Calls
<i>January</i>	23	22	33	41	1	1	20	141
<i>February</i>	20	21	28	37	0	0	7	113
<i>March</i>								
<i>April</i>								
<i>May</i>								
<i>June</i>								
<i>July</i>								
<i>August</i>								
<i>September</i>								
<i>October</i>								
<i>November</i>								
<i>December</i>								
Total Calls	43	43	61	78	1	1	27	254

Orem Fire

Orem, UT

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Incidents for Zone for Date Range

Zone: Station 5 Lindon Response - Responses in Lindon Boundaries | Start Date: 02/01/2014 | End Date: 02/28/2014

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-00437	735 - Alarm system sounded due to malfunction	02/01/2014	167 S 700	E-32,E-35,R-35
2014-00462	321 - EMS call, excluding vehicle accident with injury	02/03/2014	500 W 500	E-35,R-35
2014-00482	735 - Alarm system sounded due to malfunction	02/04/2014	395 N 600	E-35,R-35
2014-00516	322 - Motor vehicle accident with injuries	02/07/2014	MM 273 115 NB	E-33,R-33
2014-00526	735 - Alarm system sounded due to malfunction	02/07/2014	468 E 330	E-35,R-35
2014-00538	321 - EMS call, excluding vehicle accident with injury	02/08/2014	323 E Browns Homestead LN	E-35,R-35
2014-00544	321 - EMS call, excluding vehicle accident with injury	02/08/2014	25 S State ST	E-35,R-35
2014-00567	551 - Assist police or other governmental agency	02/11/2014	100 N State ST	R-35
2014-00571	321 - EMS call, excluding vehicle accident with injury	02/11/2014	528 W 200	E-35,R-35
2014-00573	321 - EMS call, excluding vehicle accident with injury	02/11/2014	743 W 20	E-35,R-35
2014-00575	321 - EMS call, excluding vehicle accident with injury	02/11/2014	643 W 700	E-35,R-35
2014-00609	321 - EMS call, excluding vehicle accident with injury	02/13/2014	170 N 400	BC-33,E-35,R-35
2014-00636	320 - Emergency medical service, other	02/15/2014	265 N 400	R-35
2014-00649	611 - Dispatched & cancelled en route	02/16/2014	738 W 20	E-35,R-35
2014-00663	151 - Outside rubbish, trash or waste fire	02/18/2014	100 N 400	E-35,R-35
2014-00670	320 - Emergency medical service, other	02/18/2014	164 S 1150	E-35
2014-00677	321 - EMS call, excluding vehicle accident with injury	02/18/2014	500 W 500	BC-33,E-35,R-35
2014-00725	340 - Search for lost person, other	02/21/2014	331 W 625	E-35
2014-00727	320 - Emergency medical service, other	02/21/2014	440 N 150	R-35

Only REVIEWED incidents included.

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-00776	321 - EMS call, excluding vehicle accident with injury	02/25/2014	550 N 120	E-35,R-33
2014-00780	321 - EMS call, excluding vehicle accident with injury	02/26/2014	1475 W 40	BC-32,E-35,R-35
2014-00794	321 - EMS call, excluding vehicle accident with injury	02/27/2014	380 S Technology CT	E-35,R-35
2014-00800	322 - Motor vehicle accident with injuries	02/27/2014	Main S State ST	R-35
2014-00801	321 - EMS call, excluding vehicle accident with injury	02/27/2014	62 N 850	E-35,R-35
2014-00806	321 - EMS call, excluding vehicle accident with injury	02/27/2014	528 W 200	E-35,R-35

Total # Incidents: 25

Only REVIEWED incidents included.