Lindon City Council
Staff Report

Prepared by Lindon City
Administration

July 18, 2022

Notice of Meeting of the
Lindon City Council

The Lindon City Council will hold a meeting beginning at **5:15 p.m. on Monday, July 18, 2022** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

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

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

(Review times are estimates only)

1. **Call to Order / Roll Call** *(2 minutes)*

2. **Presentations and Announcements** *(20 minutes)*
   a) Comments / Announcements from Mayor and Council members.
   b) Presentation: Recognition of CERT program participants. The City Council and Kelly Johnson, Lindon City Emergency Management Coordinator, will recognize Lindon's CERT participants.

3. **Open Session for Public Comment** *(For items not listed on the agenda)* *(10 minutes)*

4. **Council Reports** *(10 minutes)*

5. **Administrator's Report** *(5 minutes)*

6. **Approval of Minutes:** The minutes of the regular City Council meeting of June 20, 2022, will be reviewed. *(5 minutes)*

7. **Consent Agenda —** (*Items do not require public comment or discussion and can all be approved by a single motion.* The following consent agenda items were presented for approval. *(5 minutes)*
   a) Resolution #2022-13-R; Municipal Wastewater Planning Program (MWPP) Annual Report for 2021.
   b) UDOT Master Landscape Maintenance Agreement. UDOT is requiring entities to enter into this landscaping maintenance agreement for city-wide landscaping within their rights-of-way. It is not tied to a specific location.
   c) Resolution #2022-14-R; Interlocal Agreement Joining the North Utah County Aquifer Council.
   d) Resolution #2022-15-R; Surplus equipment disposal
   e) Planning Commission Appointments

8. **Review and Action — Temple Town Plat A, 4-lot Major Subdivision.** The Council will review and consider approval of the Temple Town Plat A, 4-lot major subdivision at approximately 150 East 800 North. *(15 minutes)*

9. **Discussion Item — Moderate Income Housing Strategies.** The Council will hear information presented on the upcoming Moderate Income Housing Plan, state requirements, and possible strategies for moderate income housing. *(20 minutes)*

10. **Public Hearing to amend Title 17.76 – Planned Residential Development Overlay Zone; Ordinance #2022-5-O.** Lindon City requests adoption of amended Section 17.76 to make changes to the site design standards, including updates for the map, density, parking and driveways, street,

and sidewalk requirements. *(15 minutes)*

11. **Recess to Lindon City Redevelopment Agency Meeting (RDA)** *(5 minutes)*

12. **Discussion Item — Golf Cart use on Public Streets.** Lindon City Chief of Police, Mike Brower, will present information on this matter for consideration by the City Council. *(15 minutes)*

13. **Review & Action — Center Street Enhancements.** The Council will review and consider planned public improvements to Center Street based on prior discussions. City Engineers will present the items for final approval to move forward with design and construction. *(30 minutes)*

14. **Review & Action — Secondary Water Meters project; Brass Fitting Accessories Bid Award.** The Council will review & consider awarding the bid for brass fittings (associated with the secondary water meters) to Peterson Plumbing in the amount of $292,608.00. *(5 minutes)*

Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.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 Kathryn Moosman, City Recorder at 801-300-8437, giving at least 24 hours-notice.

CERTIFICATE OF POSTING:
I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (http://pmn.utah.gov) and City (www.lindoncity.org) websites.
Posted by: /s/ Kathryn A. Moosman, City Recorder
Date: July 13, 2022; Time: 5:00 p.m.; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

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

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

Invocation: Randi Powell
Pledge: By invitation

Item 1 – Call to Order / Roll Call

July 18, 2022 Lindon City Council meeting.

Carolyn Lundberg - Mayor
Van Broderick
Jake Hoyt
Mike Vanchiere
Randi Powell
Daril Magleby

Item 2 – Presentations and Announcements

a) Comments / Announcements from Mayor and Council members.
b) Presentation: Recognition of CERT program participants. The City Council and Kelly Johnson, Lindon City Emergency Management Coordinator, will recognize Lindon's CERT participants.

Item 3 – Open Session for Public Comment *(For items not on the agenda - 10 minutes)*

<u>Item 4</u> - COUNCIL REPORTS:

(10 minutes)

A) MAG/MPO, COG, UIA, Utah Lake Commission, ULCT, Mayors Youth Council, Public Relations (media) – Carolyn Lundberg
B) Public Works/Eng., Irrigation Co. Representative, Cemetery, Facilities, Planning Commission, BOA - Van Broderick
C) Youth Council Advisor, Senior Center Rep., Education Grants, CERT - Randi Powell
D) Administration, Lindon Days, Tree Advisory Board, Utah Valley Chamber of Commerce - Daril Magleby
E) Planning/Zoning, Gen. Plan, Economic Dev. PG/Lindon Chamber of Commerce, Transfer Station Board - Mike Vanchiere
F) Parks, Trails, and Rec., Police/Fire/EMS, Emergency Mgmt., Utah League of Cities & Towns Alternate - Jake Hoyt

Item 5 - ADMINISTRATOR'S REPORT *(10 minutes)*

Misc. Updates:

- Next regular council meetings: August 15th & September 19th
- August 2022 newsletter assignment (due last week of July): Heath Bateman
- Wednesday, July 27th at 6:00 p.m. at City Center: Joint meeting with General Plan Committee, City Council and Planning Commission.
- Monday, September 12th at 5:30pm in Lindon for the next joint social w/Councils (AF, PG, Cedar Hills)
- Lindon Days dates & times of events can be viewed here: https://www.lindonrecreation.org/lindon-days
- Misc. Items.

<u>Item 6</u> – Approval of Minutes

- Review and approval of City Council minutes: **June 20, 2022 Regular City Council Minutes will be reviewed.**

The Lindon City Council regularly scheduled meeting on **Monday, June 20, 2022, at 5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 5:15 P.M.

Conducting:	Carolyn Lundberg, Mayor
Invocation:	Van Broderick, Councilmember
Pledge of Allegiance:	Youth Council member

PRESENT	**EXCUSED**
Carolyn Lundberg, Mayor	Jake Hoyt, Councilmember
Van Broderick, Councilmember	
Randi Powell, Councilmember	
Mike Vanchiere, Councilmember	
Daril Magleby, Councilmember	
Adam Cowie, City Administrator	
Mike Florence, Community Development Director	
Brian Haws, City Attorney	
Mike Brower, Chief of Police	
Kathryn Moosman, City Recorder	

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

2. **Presentations and Announcements:**

   a. Comments / Announcements from Mayor and Council members.
   b. Mayor Lundberg and Councilmember Powell introduced the Lindon City Youth Council members for the 2022-23 term to the Council. The Youth Council members will be representing the city in various activities in the community and will have a lot of other opportunities throughout the year. They will meet with their advisors later for orientation. The Youth Council members are: Alise Lundberg, Camryn Lloyd, Connor Patten, Ivana Gleason, Jace Anderson, Jack Barnard, Jocelynn Rodrigues Abatti, Kimberley Richardson, Maximus Madsen, Melia Funes, Reese Tobler, Rylee Swalberg and Xiulan Jensen

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

4. **COUNCIL REPORTS:**

Councilmember Hoyt – Councilmember Hoyt was absent.

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Councilmember Vanchiere – Councilmember Vanchiere reported the planning department has been in contact with a local business owner and working with them in terms of improving issues on the borders of their property. They have met several times and he has been given until this Friday to cooperate or it will be turned over to the enforcement division. He also reported he will be meeting on Monday morning for a meeting with the North Pointe Solid Waste District noting things are going well there.

Councilmember Broderick – Councilmember Broderick reported the pool is open and the grand opening of the slide was held noting the slide is very fun and a great amenity at the pool.

Councilmember Magleby – Councilmember Magleby reported he has accepted the new assignment as the new liaison for the Utah Valley Chamber of Commerce. He noted he has been involved in this organization for a decade. He also reported Lindon Days is moving forward with a lot of interest from the community.

Councilmember Powell – Councilmember Powell reported she has been working with Kelly Johnson on public safety programs for CERT training including the encouragement of preparing 72-hour kits and watching mock training. She reported there is cardio drumming held every Thursday at the Community Center and this Wednesday is "Paint and Punch" which should be a fun activity at the center. She noted seniors can participate at the pool party to be held next Wednesday at the Aquatics Center; things going well at the Senior Center. She also commended the Youth Council noting it is all coming along great.

Mayor Lundberg – Mayor Lundberg reported Timpanogos Cave opened in 1922 and they will be holding anniversary events throughout the summer. She also attended the Utah Lake Commission Board meeting this past week. The Commission is doing great work going forward to mitigate issues with the lake. She noted American Fork Canyon just finished all the fiberoptics to have cell service through different areas of the canyon.

Administrator's Report: Mr. Cowie reported on the following items.

Misc. Updates:

- Next regular council meetings: July 18th & August 15th
- July 2022 newsletter assignment (due last week of June): Carolyn Lundberg
- Lindon Days: July 30th – Aug 6th.
- Interest in future park property purchases. Should City pursue listings for properties that border parks.
- Misc. Items.
- Monday, September 12th at 5:30pm in Lindon for the next joint Council social (w/AF, PG, Cedar Hills)

5. **Approval of Minutes** – The minutes of the regular City Council meeting of June 6, 2022 will be reviewed.

COUNCILMEMBER POWELL TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 6, 2022 AS PRESENTED. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

6. **<u>Consent Agenda Items</u>** – There were no consent agenda items presented for approval.

Mayor Lundberg was excused at this time (5:40 pm) to meet with the Lindon City Youth Council. Councilmember Broderick conducted the meeting as Mayor Pro Tem at this time.

<u>CURRENT BUSINESS</u>

7. **Review & Action — 2022 Road Maintenance Projects Bid Award**. The Council will review and consider awarding the 2022 Road Maintenance Projects bid to Geneva Rock Products in the amount of $1,976,223.91. Geneva Rock was the only bidder on the projects.

Adam Cowie, City Administrator led this agenda item by stating for the 2022 Road Maintenance Projects bid, Geneva Rock Products was the only bidder on the projects. He then referenced the Lindon 2022 Street Maintenance Projects bid tabulation showing the schedule of maintenance including overlays, seal coats etc.

Mr. Cowie stated staff recommends awarding the project bid to Geneva Rock Products in the amount of $1,976,223.91 for the 2022 Road Maintenance Projects.

Following some general discussion, the council was in agreement to award the project to Geneva Rock Products in the amount of $1,976,223.91.

Mayor pro tem Broderick called for any further discussion or comments from the Council. Hearing none he called for a motion.

COUNCILMEMBER MAGLEBY MOVED TO APPROVE THE 2022 ROAD MAINTENANCE PROJECTS BID TO GENEVA ROCK PRODUCTS IN THE AMOUNT OF $1,976,223.91 AS PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

8. **Review & Action — Engineering Services for Secondary Water Metering Project.** The Council will review and consider a contract with HANSEN, ALLEN & LUCE, INC. in the amount of $55,000 to prepare and assist with design, document prep and bidding of the secondary water meter installation project, and assist in preparation of public outreach programs and materials.

Mr. Cowie led this discussion item by explaining Lindon City is planning to install secondary meters on all unmetered pressurized irrigation connections throughout the city. He noted the city requires bid documents and specifications to select one or more general contractors who can perform the work. The city also requires assistance in planning information to be provided to the public and selecting appropriate bidding strategies. Mr. Cowie noted Hansen, Allen & Luce is currently doing the Capital Facilities Plan. He stated they also did the Saratoga Springs Engineering Services for Secondary Water Metering Project that was very successful.

Mr. Cowie stated staff recommends awarding the bid to HANSEN, ALLEN & LUCE, INC. in the amount of $55,000 to prepare and assist with design, document prep and bidding of the secondary water meter installation project, and assist in preparation of public outreach programs and materials.

Following some general discussion, the council was in agreement to approve this request as presented by staff.

Mayor pro tem Broderick called for any further discussion or comments from the Council. Hearing none he called for a motion.

COUNCILMEMBER MAGLEBY MOVED TO APPROVE THE ENGINEERING SERVICES FOR SECONDARY WATER METERING PROJECT WITH HANSEN, ALLEN & LUCE, INC. IN THE AMOUNT OF $55,000 AS PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

Councilmember Powell excused herself at this time to meet with the Lindon Youth Council (5:46 pm).

7. **Review & Action — Auditing Services.** The City Council will review and consider contracting with Gilbert & Stewart Certified Public Accountants for auditing services in the amount of $23,000. The prior auditors, K&C Certified Public Accountants, will continue to provide financial consulting services to assist the City in preparing financial documents for future audits.

Mr. Cowie stated the city has been working with K&C Certified Public Accountants for the past 9 years and who will continue to provide financial consulting

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services to assist the City in preparing financial documents for future audits. Now is the opportunity to bid this service out. He noted Gilbert & Stewart Certified Public Accountants were the only bid received.

Mr. Cowie stated staff is recommending awarding the contract to Gilbert & Stewart Certified Public Accountants for auditing services in the amount of $23,000. The prior auditors, K&C Certified Public Accountants, will continue to provide financial consulting services to assist the City in preparing financial documents for future audits.

Following some general discussion, the council agreed to approve this request as recommended by staff.

Mayor pro tem Broderick called for any further discussion or comments from the Council. Hearing none he called for a motion.

COUNCILMEMBER MAGLEBY MOVED TO APPROVE CONTRACTING WITH GILBERT & STEWART FOR AUDITING SERVICES AS PRESENTED. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

8. **Public Hearing — FY 2023 Transfer of Enterprise Funds to the General Fund.** The City Council will accept public comment as it reviews and considers proposed transfer of enterprise funds to the general fund as part of the fiscal year (FY) 2023 budget. The proposed transfers are as follows: Water Fund $253,240 (3.0% of fund expenditures); Sewer Fund $152,640 (6.8% of fund expenditures); Solid Waste Collection Fund $25,585 (3.9% of fund expenditures); and Storm Water Drainage Fund $98,880 (6.7% of fund expenditures); and Telecommunications Fund $2,500 (5.0% of fund expenditures). These transfers are primarily intended to cover administrative costs and overhead of operating the enterprise funds but will also be used in supplementing such city services as fire, police, street maintenance, parks & recreation, and other city functions. Similar transfers have been made annually from the enterprise funds to the General Fund in order to help maintain low property taxes in Lindon. These transfers are of funds which are not classified as an allocation of costs between funds. These amounts will not be repaid. No motions will be made as this hearing is to only receive and consider public comment on the proposed enterprise fund transfers.

COUNCILMEMBER VANCHIERE MOVED TO OPEN THE PUBLIC HEARING. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

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Mr. Cowie stated each year we transfer enterprise funds to the general fund as part of the fiscal year (FY) 2023 budget. State law requires that the City provide notice whenever funds are to be transferred from a utility enterprise fund to any other fund.

The proposed transfers are as follows: Water Fund $253,240 (3.0% of fund expenditures); Sewer Fund $152,640 (6.8% of fund expenditures); Solid Waste Collection Fund $25,585 (3.9% of fund expenditures); and Storm Water Drainage Fund $98,880 (6.7% of fund expenditures); and Telecommunications Fund $2,500 (5.0% of fund expenditures).

Mr. Cowie noted these transfers are primarily intended to cover administrative costs and overhead of operating the enterprise funds but will also be used in supplementing such city services as fire, police, street maintenance, parks & recreation, and other city functions. Similar transfers have been made annually from the enterprise funds to the General Fund in order to help maintain low property taxes in Lindon. These transfers are of funds which are not classified as an allocation of costs between funds and these amounts will not be repaid. These dollar amounts are included in the budget. Mr. Cowie stated no motions will be made as this hearing is to only receive and consider public comment on the proposed enterprise fund transfers.

Mayor Pro Tem Broderick called for any public comment at this time. Michael Cansalla, resident in attendance, inquired how come we don't increase water, sewer and trash services etc. and transfer when needed; why are we transferring money around?

Mr. Cowie said that is a potential possibility, but it is not the intent of the city to raise rates to fund other things. He noted most entities in the state do similar things. Those are separate funds and act independently and are a separate revenue generator that essentially contract with the city; this is a transfer to help cover those cost. The city provides those services but this is repaying the city for some of those enterprise funds were they private. The city does not want to increase property taxes as that is extremely difficult and a divisive action to cover some of those costs. Ms. Colson added if those services were run as a private company, they would be paying property taxes to the city; this is just a transfer of funds.

Mayor pro tem Broderick called for any further public comments. Hearing none he called for motion to close the public hearing.

COUNCILMEMBER VANCHIERE MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Mayor pro tem Broderick called for any further discussion or comments from the Council. Hearing none he moved on to the next agenda item.

9. **Public Hearing — Fiscal Year 2023 (FY2023) Final Budget Adoption; Amend FY2022 Budget; Ordinance #2022-8-O.** Kristen Colson, Lindon City Finance Director, will present the final Lindon City Budget documents for fiscal year 2022-2023 (FY2023) beginning July 1, 2022. The tentative budget for FY2023 was approved in a public hearing on March 21, 2022. The City Council also held a public hearing on May 16, 2022 where the proposed budget was

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adopted and budget issues were discussed in detail. The City Council will review and adopt the amended budget for FY2022, will review and adopt the final budget for FY2023, will review and adopt the agreement for services between the City and the Lindon City RDA, will set the Certified Tax Rate, and review and adopt the city-wide fee schedule and compensation programs. The Council will also review the Fraud Risk Assessment as required by the State Auditor.

COUNCILMEMBER MAGLEBY MOVED TO OPEN THE PUBLIC HEARING. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Kristen Colson, Finance Director, addressed the council at this time. She began by going over the Fraud Risk Assessment including the basic separation of duties. She noted no motion is needed for this topic.

Ms. Colson then proceeded to present the Final Budget including the Fee Schedule Changes, Estimated Revenues, Budgeted Expenditures, Personnel, Capital and Fund Balances and Changes that have been made to the Proposed Budget. She noted this is our 4th time to review the budget. A Public Hearing to adopt the Tentative Budget was held on March 21 and a work Session on April 18. A Public Hearing was held to adopt the Proposed Budget on May 16th.

Ms. Colson stated the economy is expected to continue growing in the 2023 FY with an estimated 5% increase in sales tax, PARC tax and transit tax from 2022FY. She noted we will watch the economy and monitor revenue and expenses as they come in throughout the year. She pointed out that inflation is still increasing. In May, the Consumer Price Index (CPI) rose 8.6% over the last 12 months that is not seasonally adjusted.

Ms. Colson then discussed the Estimated Revenues, Budgeted Expenditures Budgeted Expenditures including personnel, operations, and capital expenditures. She also went over fund balances noting the ending balance is $4,142,149 or 32.4%.

Ms. Colson then presented the 2022FY Budget Amendment notes stating there are many year-end budget changes. Many are due to increased revenue and increased costs. She indicated the following note highlights budget changes for other reasons.

- Multiple GL #'s Salaries and Benefits - This is to fill the GIS/IT full-time position and the second part-time front desk Clerk 1 position in June.

Following some general discussion regarding the information presented, the Council was in agreement to approve the FY2023 Final Budget and amending the FY2022 Budget as presented by staff.

Mayor Lundberg and Councilmember Powell returned to the meeting at 6:05pm. Mayor Lundberg then resumed conducting the meeting.

Councilmember Broderick commented this is a long process with a lot of hours of work put into it. The Mayor and Council thanked Ms. Colson for her hard work on the budget and for her dedicated service to the city.

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Mayor Lundberg called for any public comments. Hearing none she called for motion to close the public hearing.

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

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE #2022-8-O ADOPTING THE FY2023 FINAL BUDGET AND AMENDING THE FY2022 BUDGET AS PRESENTED. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

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

COUNCILMEMBER POWELL MOVED TO RECESS THE LINDON CITY COUNCIL MEETING AND CONVENE AS THE LINDON CITY RDA. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY

BOARDMEMBER POWELL MOVED TO ADJOURN THE LINDON RDA MEETING AND RECONVENE THE LINDON CITY COUNCIL MEETING. BOARDMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BRODERICK	AYE
BOARDMEMBER POWELL	AYE
BOARDMEMBER VANCHIERE	AYE
BOARDMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY

11. Review & Action — Diversion of Property Tax for a Community Reinvestment Project Area; Lindon Park CRA - Resolution 2022-10-R. The Council will review and consider for approval Resolution 2022-10-R adopting the

interlocal cooperation agreement between Lindon City and the Redevelopment Agency of Lindon City for the Lindon Park Community Reinvestment Project Area.

Mr. Cowie stated this action is to adopt the interlocal cooperation agreement between the agency and Lindon City for the Lindon Park Community Reinvestment Project Area that was just adopted in the RDA. He added this is just for the city adoption noting all the information was covered in the previous RDA presentation by Mr. Sant.

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

COUNCILMEMBER BRODERICK TO APPROVE RESOLUTION 2022-10-R, ADOPTING THE CITY/RDA INTERLOCAL AGREEMENT AS PRESENTED. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

12. Review & Action — Resolution #2022-11-R, Extension of time to use Park Impact Fees. The Council will review and consider Resolution #2022-11-R to extend the time limit to use previously collected park impact fees.

Mr. Cowie led this agenda item by stating Utah Code states that a local municipality that collects impact fees must spend those fees for a permissible purpose within six years of the date of collection. Mr. Cowie pointed out with the current economic conditions with supply and labor shortages due to the COVID-19 pandemic and subsequent economic pressures have delayed some of these planned projects.

He noted a development agreement between Lindon City and Ivory Homes has delayed park impact fees paid by their development in the Anderson Farms area which are not eligible to be used for projects in other locations, and requiring more time to accumulate the funds for additional park impact fee eligible project needs outside of Anderson Farms.

Mr. Cowie stated we can extend this timeframe if adopted by Resolution. He then referenced the timeframe for the expenditure of park impact fees collected to be extended to June 30, 2027.

Following some general discussion, the council was in agreement to approve the Resolution #2022-11-R approving the extension of time to use the park impact fees to June 30, 2027.

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

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COUNCILMEMBER MAGLEBY MOVED TO APPROVE RESOLUTION #2022-11-R APPROVING THE EXTENSION OF TIME TO USE PARK IMPACT FEES AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

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

Adjourn –

COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING AT 6:30 PM. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – July 18, 2022

_____
Kathryn A. Moosman, City Recorder

_____
Carolyn O. Lundberg, Mayor

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

The following consent agenda items were presented for approval.

a) Resolution #2022-13-R; Municipal Wastewater Planning Program (MWPP) Annual Report for 2021.
b) UDOT Master Landscape Maintenance Agreement. UDOT is requiring entities to enter into this landscaping maintenance agreement for city-wide landscaping within their right-of-ways. It is not tied to a specific location.
c) Resolution #2022-14-R; Interlocal Agreement Joining the North Utah County Aquifer Council.
d) Resolution #2022-15-R; Surplus equipment disposal
e) Planning Commission Appointments

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

RESOLUTION NO. 2022-___-R

RESOLUTION APPROVING THE MUNICIPAL WASTEWATER PLANNING PROGRAM (MWPP) ANNUAL REPORT FOR 2021

WHEREAS, Lindon City has reviewed the attached Municipal Wastewater Planning Program (MWPP) Annual Report for 2021; and

WHEREAS, Lindon City has taken all appropriate actions necessary to maintain safe and effective collection of its waste water and plan for future improvements to its waste water collection system; and

WHEREAS, Lindon City Council has been presented with the MWPP in a public meeting and finds the Report to accurately reflect the City's efforts in planning effectively for its waste water collection program.

NOW THEREFORE, BE IT RESOLVED BY THE LINDON CITY COUNCIL, that Lindon City informs the Utah State Division of Water Quality that Lindon City has reviewed the attached Municipal Wastewater Planning Program (MWPP) Annual Report for 2021 and Lindon City has taken all appropriate actions necessary to maintain safe and effective collection of its waste water in conformance with State and local requirements.

This Resolution shall take effect immediately upon its passage by the Lindon City Council.

Passed by the Lindon City Council this 18th day of July, 2022.

_____
Carolyn O. Lundberg, Mayor

Attest:

_____
Kathryn A. Moosman, City Recorder

Municipal Wastewater Planning Program (MWPP) Annual Report for the year ending 2021 LINDON CITY

Thank you for filling out the reqested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

Download PDF

SUBMIT BY APRIL 15, 2022

Are you the person responsible for completing this report for your organization?

- (●) **Yes**
- ( ) No

This is the current information recorded for your facility:

Facility Name:	LINDON CITY
Contact - First Name:	Juan
Contact - Last Name:	Garrido
Contact - Title	Public Works Director
Contact - Phone	[illegible]

Contact - Phone:	801-796-7954
Contact - Email:	jgarrido@lindoncity.org

Is this information above complete and correct?

- (●) **Yes**
- ( ) No

Your wastewater system is described as Collection & Financial:

Classification: COLLECTION
Grade: II

(if applicable)

Classification: -
Grade: -

Is this correct?
WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

- (●) **Yes**
- ( ) No

Click on a link below to view a previous year's examples of sections in the survey:
(Your wastewater system is described as Collection & Financial)

MWPP Collection System.pdf
MWPP Discharging Lagoon.pdf
MWPP Financial Evaluation.pdf
MWPP Mechanical Plant.pdf
MWPP Non-Discharging Lagoon.pdf

Will multiple people be required to fill out this form?

- ○ Yes
- ◉ **No**

Financial Evaluation Section

Form completed by:

Juan Garrido

Part I: GENERAL QUESTIONS

	Yes	No
Are sewer revenues maintained in a dedicated purpose enterprise/district account?	◉	○

	Yes	No
Are you collecting 95% or more of your anticipated sewer revenue?	◉	○
Are Debt Service Reserve Fund[6] requirements being met?	◉	○

What was the annual average User Charge[16] for 2021?

51.01

Do you have a water and/or sewer customer assistance program * (CAP)?

- ◉ **Yes**

○ Yes
○ No

Part II: OPERATING REVENUES AND RESERVES

	Yes	No
Are property taxes or other assessments applied to the sewer systems[15]?	○	◉

	Yes	No
Are sewer revenues[14] sufficient to cover operations & maintenance costs[9], and repair & replacement costs[12] (OM&R) at this time?	◉	○
Are projected sewer revenues sufficient to cover OM&R costs for the ***next five years***?	◉	○
Does the sewer system have sufficient staff to provide proper OM&R?	◉	○
Has a repair and replacement sinking fund[13] been established for the sewer system?	◉	○
Is the repair & replacement sinking fund sufficient to meet anticipated needs?	○	◉

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements[3] projects?	◉	○
Has a Capital Improvements Reserve Fund[4] been established to provide for anticipated	◉	○

capital improvement projects?

	Yes	No
Are projected Capital Improvements Reserve Funds sufficient for the ***next five years***?	○	◉
Are projected Capital Improvements Reserve Funds sufficient for the ***next ten years***?	○	◉
Are projected Capital Improvements Reserve Funds sufficient for the ***next twenty years***?	○	◉

Part IV: FISCAL SUSTAINABILITY REVIEW

	Yes	No
Have you completed a Rate Study[11] within the last five years?	◉	○
Do you charge Impact fees[8]?	◉	○

2021 Impact Fee (if not a flat fee, use average of all collected fees) =

1086

	Yes	No
Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?	◉	○
Do you maintain a Plan of Operations[10]?	◉	○
Have you updated your Capital Facility Plan[2] within the last five years?	◉	○

	Yes	No
Do you use an Asset Management[1] system for your sewer systems?	◉	○

Describe the Asset Management System (check all that apply)

- [x] **Spreadsheet**
- [x] **GIS**
- [x] **Accounting Software**
- [x] **Specialized Software**
- [ ] Other

	Yes	No
Do you know the total replacement cost of your sewer system capital assets?	○	◉

	Yes	No
Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?	○	◉
What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?	○	◉

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

0

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost Please enter a valid numerical value	Purpose of Improvements Replace/Restore	New Technology	Increase Capacity
2022	477500	☑	☐	☐
2022 thru 2026	2760000	☑	☐	☐
2027 thru 2031		☐	☐	☐
2032 thru 2036		☐	☐	☐
2037 thru 2041		☐	☐	☐

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☑ **Yes**

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Juan Garrido

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

24

What is the average depth of the collection system (in feet)?

9

What is the total length of sewer pipe in the system (length in miles)?

87.2

How many lift/pump stations are in the collection system?

4

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

500

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

- ○ Yes
- ◉ **No**

What year was your collection system first constructed (approximately)?

1974

In what year was the largest diameter sewer pipe in the collection system

constructed, replaced or renewed? (If more than one, cite the oldest)

1974

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) affects more than five private structures;
(b) affects one or more public, commercial or industrial structure(s);
(c) may result in a public health risk to the general public;
(d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
(e) discharges to Waters of the state.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2021

Number of Class 1 SSOs in Calendar year	0
Number of Class 2 SSOs in Calendar year	0

Please indicate what caused the SSO(s) in the previous question.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

- ○ Yes
- ◉ **No**

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

- ○ Yes
- ◉ **No**

Number of new commercial/industrial connections in the last year

31

Number of new residential sewer connections added in the last year

135

Equivalent residential connections[7] served

3556

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

2

Approximate population served

12222

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Tyler Pritchett	III	tpritchett@lindoncity.org

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS[17] Grade I:	
Collection Grade I:	
Collection Grade II:	Paul Miller
Collection Grade III:	
Collection Grade IV:	

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS[17] Grade I:	
Collection Grade I:	
Collection Grade II:	Matt Neer, Matt Winward
Collection Grade III:	
Collection Grade IV:	Juan Garrido,
No Current Collection Certification:	Cameron Hardman

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

- (●) **Yes**
- ( ) No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	◉	○
Have you updated the collection system operations and maintenance manual within the past 5 years?	◉	○
Do you have a written emergency response plan for sewer systems?	◉	○
Do you have a written safety plan for sewer systems?	◉	○
Is the entire collections system TV inspected at least every 5 years?	◉	○
Is at least 85% of the collections system mapped in GIS?	◉	○

Part VI: SSMP EVALUATION

	Yes	No
Has your system completed a Sewer System Management Plan (SSMP)?	◉	○
Has the SSMP been adopted by the permittee's governing body at a public meeting?	○	◉
Has the completed SSMP been public noticed?	○	◉
During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?	○	◉

During 2021, was any part of the SSMP audited as part of the five year audit?

- ○ Yes
- ◉ **No**

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

- ◉ **Yes**
- ○ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

The sewer collection system is being monitored for blockages using acoustic waves technology every 2 years. rehabilitated 3 MHs that had H2S damage, good condition overall.

What sewerage system capital improvements[3] does the utility need to implement in the next 10 years?

Rehabilitation of concrete pipe lines, install a second pressure pipe line for redundancy.

What sewerage system problems, other than plugging, have you had over the last year?

Infiltration.

Is your utility currently preparing or updating its capital facilities plan[2]?

- ◉ **Yes**

- ○ No

Does the municipality/district pay for the continuing education expenses of operators?

- ◉ **100% Covered**
- ○ Partially cover
- ○ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

- ◉ **Yes**
- ○ No

Any additional comments?

No

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

- ☑ **Yes**

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.

clear

Has this been adopted by the council? If no, what date will it be presented to the council?

- ○ Yes
- ◉ **No**

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

07/18/2022

Please log in.

Email

PIN

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. Completion of the collection section meets the annual reporting requirement for the USMP. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

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UDOT Master Landscape Maintenance Agreement (MLMA) REFERENCE INFORMATION

Purpose of UDOT MLMA

UDOT is updating the Landscape Maintenance agreement process with Local Governments (LG) related to landscape maintenance within the existing State ROW. As part of this revision, UDOT has created a Master Landscape Maintenance Agreement (MLMA) to improve, clarify and document landscape maintenance responsibility for any LG who maintains landscape improvements (whether by city forces or code enforcement) within a State ROW. The MLMA will not reference any particular UDOT or LG project but will include reference to state code, general requirements and responsibilities when an LG assumes maintenance responsibility along a State Highway, whether through a UDOT project or approved UDOT ROW permit.

Once the MLMA has been executed between UDOT and LG, future UDOT projects that include landscape improvements within the LG will create and execute a separate Supplemental Landscape Maintenance Agreement (SLMA). The SLMA will include project specific information only.

Any previous Landscape Maintenance Agreements executed between UDOT and LG(s) will not need to be changed.

As part of updating the Landscape Maintenance agreement process within State ROW and to reinforce state code, UDOT is now requiring that each LG execute the MLMA and a SLMA on future UDOT projects with landscape improvements.

Utah Code Excerpts

Utah Code 72-1-102. Definitions
(22) "Right-of-way" means real property or an interest in real property, usually in a strip, acquired for or devoted to a highway.

Utah Code 72-4-102.5. Definitions -- Rulemaking -- Criteria for state highways.
Includes in-depth definition for “state highway”

Utah Code 72-3-109. Division of responsibility with respect to state highways in cities and towns.

1) Except as provided in Subsection (3), the jurisdiction and responsibility of the department and the municipalities for state highways within municipalities is as follows:
    a. The department has jurisdiction over and is responsible for the construction and maintenance of:
        i. the portion of the state highway located between the back of the curb on either side of the state highway; or
        ii. if there is no curb, the traveled way, its contiguous shoulders, and appurtenances.
    b. The department may widen or improve state highways within municipalities.

c. _____

i. A municipality has jurisdiction over all other portions of the right-of-way and is responsible for construction and maintenance of the right-of-way.

ii. If a municipality grants permission for the installation of any pole, pipeline, conduit, sewer, ditch, culvert, billboard, advertising sign, or any other structure or object of any kind or character within the portion of the right-of-way under its jurisdiction:

A. the permission shall contain the condition that any installation will be removed from the right-of-way at the request of the municipality; and

B. the municipality shall cause any installation to be removed at the request of the department when the department finds the removal necessary:

I. to eliminate a hazard to traffic safety;

II. for the construction and maintenance of the state highway; or

III. to meet the requirements of federal regulations.

Utah Administrative Rules Excerpts
(R918. Transportation – Operations, Maintenance)

R918-6. Maintenance Responsibility at Intersections, Overcrossings, and Interchanges between Class A Roads and Class B or Class C Roads

Click on link above, type "918-6" in the search bar, and click on "Transportation" to navigate to R918-6.

R918-6.1. Authority.

Section 72-1-201 assigns to the Utah Department of Transportation general responsibility for the maintenance of the state transportation system, and directs the department to make policy and rules governing the same, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act. Sections 72-3-102, 72-3-103, and 72-3-104 assign maintenance responsibility for Class A Roads (state roads), Class B Roads (county roads), and Class C Roads (city streets), to the state, counties, and municipalities, respectively. Section 72-1-208 directs the department to cooperate with counties and municipalities in the maintenance of highways and allows the department to provide maintenance services to them under terms mutually agreed upon. Section 72-3-109 delineates the division of responsibilities for state highways within cities and towns. Section 72-6-105 provides that the department may enter into written agreements with counties and municipalities for the maintenance of any highway.

R918-6-2. Purpose and Background.

(1) The purpose of this rule is to assign maintenance responsibility between the department and the local government entity for roadway and roadside features at the intersection of state and local roads, including grade-separated interchanges, overcrossings, undercrossings, and at-grade intersections.

(2) In general, the department is responsible for the maintenance of all state roads, including roadside features associated with those roads, except as otherwise delineated in state law. Likewise, county and municipal governments are responsible for roads under their jurisdiction.

R918-6.4. General Maintenance Responsibilities.

2) Park Strips, Sidewalks, and Pedestrian Ramps. Maintenance responsibility for park strips and sidewalks, including that portion of pedestrian access ramps behind the curb, belongs to the local government. Replacement and upgrading as part of road improvement projects may be done by UDOT.

(6) Traffic Islands. Responsibility for traffic islands belongs to UDOT for state routes, and to the local government for local routes. For at-grade intersections, UDOT is responsible for island maintenance through the intersection. Maintenance responsibility for any landscaping within traffic islands is described in R918-6-4(15).

(15) Decorative Landscaping. Responsibility for maintenance of landscaping beyond the baseline described in UDOT Aesthetics Guidelines, including irrigation systems, belongs to the local jurisdiction.

UDOT Encroachment Permits

https://udot.utah.gov/connect/business/permits/encroachment-permits/

Administrative Rules for Encroachment Permits

Utah Code Section 72-7-102 prohibits digging or excavating within the state right-of-way to place, construct, or maintain any approach road, driveway, pole, pipeline, conduit, sewer, ditch, culvert, billboard advertising sign, or any other structure or object of any kind or character without first obtaining a permit. Administrative rule R930-7 establishes standards for construction and maintenance activities with the need to preserve smooth flow of traffic on the state highway system in terms of safety, capacity, and speed.

When is an encroachment permit required?

An encroachment permit is required when any construction or maintenance activity is digging or requires traffic control within the Utah Department of Transportation (UDOT) right-of-way.

Additional notes related to UDOT's permit process. These can also be found in the Encroachment Permit Guide on the website:

- There is no permit fee for City staff.
- The permit application takes less than seven days.
- UDOT generally waives liability insurance and performance bond requirements when City staff performs the work.
- The main requirement for permit applications is a traffic control plan.

State of Utah
Department of Transportation

MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT", and **Lindon City**, a political subdivision of the State of Utah, hereinafter referred to as the "Town/City or County."

RECITALS

WHEREAS, UDOT has state highway right-of-ways that may be used for landscape improvements that UDOT or the City may install in accordance with Utah Code 72-3-109 and Utah Administrative Code R-918-6; and

WHEREAS, the parties are agreeable to enter into a Master Landscape Maintenance Agreement "Agreement" related to currently existing and future landscaped portions of the state highway right-of-ways; and

WHEREAS, the parties may have existing landscape agreements they have previously entered into; however, this Agreement is a new process to establish how future landscape agreements will be implemented.

WHEREAS, UDOT's standard roadside vegetation is defined in the UDOT Aesthetic Guidelines as the establishment of a natural and self-sustaining mixture of grass, forb or shrub species, without the requirement of irrigation, to improve water quality by reducing soil erosion, increase visual quality and reduce invasive and noxious plant establishment. UDOT maintains areas of standard roadside vegetation within state highway right-of-ways through Integrated Roadside Vegetation Management ("IRVM").

WHEREAS, landscape improvements (i.e. decorative landscaping as referenced in Utah Administrative Code R-918-6) are treatments that exceed the UDOT standard roadside vegetation. UDOT does not maintain areas of landscape improvements within state highway right-of-ways.

WHEREAS, this Agreement is made to set forth the terms and conditions where landscape improvements shall be installed and maintained.

AGREEMENT

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

I. UDOT will allow the City to access state highway right-of-ways at the locations permitted by UDOT through Utah Administrative Code R-930-6 or described in Supplemental Landscape Maintenance Agreements to provide routine care and maintenance and to install approved landscape improvements. All work within the state highway right-of-ways requires approved DOT Personal Protective Equipment and Safety Clothing, as required by UDOT Policy 06E-02. Youth volunteer groups between the ages of 16 and 18 years are allowed to work within the right-of-way when adult supervision is provided.

II. An encroachment permit is required when any construction or maintenance activity is requires traffic control for shoulder or lane closures within the UDOT right-of-way.

III. The City, through their own maintenance forces or through the city's code enforcement, will be responsible to maintain landscape improvements within UDOT's state highway right-of-ways during the term of this Agreement.

IV. Requirements for replacement of landscape improvements:
   a. When a UDOT project pays for landscape improvements and after the City has accepted maintenance responsibility, the City shall be required to replace in-kind landscape improvements such as trees or shrubs that have failed to survive.
   b. When the City pays for landscape improvements and after the City has accepted maintenance responsibility, UDOT may require the City to replace in-kind landscape improvements such as trees or shrubs that have failed to survive.
   c. The City will coordinate directly with UDOT in the event that the City desires to make changes to the landscape improvement.

V. For future landscape improvements on UDOT projects within state highway right-of-ways, UDOT will coordinate with the City for final landscape improvement plans. A Supplemental Landscape Maintenance Agreement to this Master Landscape Maintenance Agreement will be required.

VI. Failure on behalf of the City to abide by the terms established in this Agreement may jeopardize UDOT approval for future landscape improvement projects.

VII. UDOT will remain the owner of the real properties on which the landscape improvements are installed. If UDOT decides to use its right-of-ways for a project, UDOT will not replace or reimburse the City for the landscape improvements.

VIII. Initial term of this Agreement will be ten years; then at the end of the ten year period it will be automatically renewed by five year increments unless written notice of termination is given to UDOT by the City at least thirty days prior to expiration of the current term.

IX. After thirty days of receipt of written notice to terminate the Agreement of one party to the other party, this Agreement will become null and void. If at such time and if required by UDOT, the City will restore the areas of landscape to UDOT standards or pay UDOT to perform this work.

X. The City may assign this Agreement to another local government with UDOT's prior consent.

XI. The City and UDOT are both governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Master Landscape Maintenance 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 where the claim arises out of UDOT's negligence. 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 landscaping features installed by the City within UDOT's right-of-way.

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

XIII. This Agreement may be executed in counterparts by the parties.

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

XV. 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.

XVI. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Lindon City				**Utah Department of Transportation**			
By		Date	7/18/22	By		Date	
Carolyn O. Lundberg, Mayor, Lindon City				Landscape Architect			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller's Office			

RESOLUTION NO. 2022-_____-R

A RESOLUTION AUTHORIZING BECOMING A MEMBER OF THAT CERTAIN INTERLOCAL AGREEMENT CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL, ACCORDING TO THE TERMS THEREOF, AND RELATED MATTERS

WHEREAS, Lindon City (the "City"), is a political subdivision created under the Municipal Code of the State of Utah for the purpose, among other things, of constructing water works and securing, providing and protecting a municipal water supply for its citizens, including extraterritorial jurisdiction with respect to the same; and

WHEREAS, the City recognizes the critical inter-relationship between the groundwater and surface water sources of supply in northern Utah County, and has a considerable interest in the management, protection and conjunctive development of these water resources among those holding and owning rights in and to the use of the water developed from these sources of water supply; and

WHEREAS, in April, 2003, the City entered into an interlocal agreement with Central Utah Water Conservancy District (the "District"), and certain cities situated in northern Utah County, the State of Utah, and the United States Geological Survey, which provided for updated groundwater flow model and related groundwater resource studies pertaining to the applicable groundwater aquifers in northern Utah County, which have been completed and published in 2008 and 2009 reports; and

WHEREAS, by Interlocal Agreement dated December 9, 2009 (the "Association Interlocal Agreement"), the District and certain northern Utah County cities, including Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, and Saratoga Springs City (the "Association Cities"), created the North Utah County Aquifer Association (the "Association"), for the purpose of performing a feasibility study as to the potential for recharging the groundwater in northern Utah County in accordance with the Utah Groundwater Recharge and Recovery Act; and

WHEREAS, the feasibility study having been completed in May, 2012, the District and the Association Cities, as the members of the Association, unanimously determined it to be in their collective best interest to terminate the Association Interlocal Cooperation agreement and dissolve the Association; and

WHEREAS, certain northern Utah County cities, including Pleasant Grove, American Fork City, Highland City, Alpine City, Lehi City (the "Council Cities") and the District entered into an Interlocal Agreement (the "North Utah County Aquifer Council Interlocal Agreement"), dated February 28th, 2017, a copy of which is attached hereto, the purpose of which is to create, in place of the Association, an interlocal council (the "North Utah County Aquifer Council"), as a non-legal entity, the purpose and function of which is to study, encourage, review, coordinate, and assist in facilitating the ongoing planning, funding, and development of groundwater resources by its members, including possible recharge and recovery projects, in northern Utah County; it being the express purpose and intent of the District and the Council Cities, however, that all such projects be financed, designed, constructed, operated and maintained by the Council Cities and/or the District, individually or collectively, as the case may be, pursuant to separate interlocal agreements related to each such project; and

WHEREAS, paragraph 2.5 of the Interlocal Agreement provide for subsequent Membership of prospective members in the North Utah County Aquifer Council and become signatories to the Interlocal Agreement, pursuant to conditions duly established by the Board, on a case by case basis, which has occurred in Council meetings in January and March, 2022.

NOW THERFORE, BE IT RESOLVED as follows:

1. Lindon City is hereby authorized to become a member of the North Utah County Aquifer Council, to participate on its governing board, and to execute the North Utah County Aquifer Council Interlocal Agreement creating and governing for the same, in accordance with the terms thereof.

2. The Lindon City Public Works Director is hereby appointed to serve as the Member representative on the Council on behalf of the City, with the Lindon City Engineer, to serve as the alternate Member representative.

3. This Resolution shall be effective immediately upon execution hereof.

PASSED AND APPROVED this 18th day of July, 2022.

_____(signature)

Carolyn O. Lundberg, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council of _____ on _____, 2022.

_____

By:

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

Subsequent Membership to Council

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

CITY OF LINDON

By_____
Its:

Date:_____

APPROVAL AS TO FORM:

By _____
Attorney

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the 28TH day of FEBRUARY, 2017 (the "Effective Date"), under the authority of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended (the "Act"), and specifically Section 11-13-203 of the Act, by and among Central Utah Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, and the following Utah municipal corporations situated within northern Utah County: Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, and Saratoga Springs City (all being hereinafter sometimes referred to herein collectively as the "Members," and individually as a "Member").

WITNESSETH

WHEREAS, it is generally recognized and agreed among the Members that the limited surface water and groundwater resources in north Utah County are hydrologically connected and directly interrelated; and

WHEREAS, each of the Members, under the authority of their respective water rights, own surface water diversion structures, groundwater wells and other facilities from and through which they each draw water from the common surface and groundwater sources of supply available in north Utah County for diversion and use within their respective service areas; and

WHEREAS, the Members each recognize the need to plan and work together in preserving, protecting and where possible enhancing the critical water resources they share in common as each of the Members continues to develop their respective water systems in satisfaction of the demands of continuing population growth in north Utah County; and

WHEREAS, under the auspices of a now dissolved interlocal agency previously formed among the Members, an Aquifer Storage and Recovery Feasibility Study (the "ASR Study") was commissioned and completed which investigated the potential for recharging the ground water in north Utah County in accordance with the authority of the Utah Groundwater Recharge and Recovery Act; and

WHEREAS, the ASR Study recommended several potential Aquifer Storage and Recovery ("ASR") projects that would benefit the groundwater resources in north Utah County; and

WHEREAS, the Members have contributed to the preparation of and have reviewed various planning studies and documents commissioned for the purpose of investigating the surface and groundwater resources in north Utah County, including, but not limited to, the following:

(1) Conjunctive Management of Surface and Groundwater in Utah. State of Utah Natural Resources, Division of Water Resources, July, 2005.

3.Y.601.NUC.AO.601

(2) Hydrology of Northern Utah Valley, Utah County, Utah, 1975 – 2005, Scientific Report 2008-5197, U.S. Department of Interior, U.S. Geological Survey.

(3) Three Dimensional Numerical Model of Groundwater Flow in Northern Utah Valley, Utah County, Utah. Scientific Investigation Report 2008-5049. U.S. Department of the Interior, U.S. Geological Survey.

(4) North Utah County Groundwater Recharge Study, Highland City, Department of Public Works, January, 2009

(5) Aquifer Storage and Recovery (ASR) Feasibility Study, North Utah County Aquifer Association, Prepared by Hansen, Allen, & Luce, Inc., August, 2012.

(6) Utah Lake Basin Planning for the Future. June, 2014. Utah State Water Plan. Utah Division of Water Resources.

WHEREAS, it is the intent of the Members that all Groundwater Projects be developed by one or more Members under their individual water rights through projects funded and completed by the individual Member or Members pursuing the project; and

WHEREAS, given the hydrologic connectivity of the surface and groundwater sources of supply in north Utah County, the common interests of all the Members in the continued diversion and use of the same groundwater supply, and the inevitability of increased withdrawals by the Members from these sources, the Members have determined it to be in the best interest of each of the Members individually, and in their mutual common interest and the interests of the citizens whom they serve, that an interlocal council be established among the Members, the purpose and function of which is to coordinate and facilitate the on-going planning and development of groundwater resources in north Utah County and Member Groundwater Projects as they develop, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Members contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Members hereby agree as follows:

ARTICLE I
CREATION AND NAME

Pursuant to and in conformance with the requirements of Section 11-13-202 of the Act, the Members hereby create the NORTH UTAH COUNTY AQUIFER COUNCIL (the "Council"), acting jointly and cooperatively in the fulfillment of its purposes, and having only those powers, enumerated herein and not as an interlocal entity as defined in the Act.

ARTICLE II
MEMBERSHIP

2.1. Members. Each Member signatory to this Agreement, and each additional public agency, as defined in the Act, which is accepted for membership as provided in this Agreement and which shall hereafter sign this Agreement shall be a Member of the Council and be entitled to all rights, privileges and obligations of membership as provided herein.

2.2. Obligations of Membership. Each Member of the Council shall be obligated:

2.2.1. to duly appoint a representative to serve on the governing Board of the Council as provided in Section 4.1 herein, and to otherwise remain an active participant in the Council;

2.2.2. to timely pay when due annual and special assessments as shall be duly levied, by the Council Administrator as designated in Section 4.2 herein, from year-to-year to fund the Council's purposes, powers and functions as provided on this Agreement; and

2.2.3. to timely review, comment on and respond to matters submitted by the Board to the governing boards of the Council Members.

2.3. Donation of In-kind Resources. Members, at their sole discretion, may contribute resources via in-kind materials, equipment, facilities or services which benefit the Council; however, any such contribution shall not be accepted in lieu, partially or in full, of payment of assessments duly levied by the Administrative Agency as provided herein in Section 4.2.2(a) herein, unless otherwise approved by the Board.

2.4. Suspension and Termination of Membership. Membership in the Council may be terminated in conformance with the following:

2.4.1. Voluntary Withdrawal.

(a) Any Member which desires to withdraw from the Council may do so by its governing body adopting a resolution of withdrawal to be submitted to the Council's governing board as defined herein.

(b) The withdrawal and termination of membership shall be effective as of the end of the Council's then current fiscal year. Withdrawal of a Member does not relieve the Member's obligation to pay its annual financial obligations to the Council for the then current fiscal year as set forth in Article V, or its share of obligations and liabilities incurred prior to withdrawal.

(c) A Member terminating its membership shall have no interest in the assets of the Council unless it is a Member at the time of dissolution of the Council.

(d) A Member who withdraws its membership shall have no further obligations to the Council and the Council shall have no further obligations to the withdrawn Member, except as

otherwise expressly provided for herein. The fact that a Member has previously withdrawn its membership or its membership has been cancelled shall not prohibit said Member from rejoining the Council pursuant to the authority of Section 2.5 herein.

2.4.2. Failure to Pay Assessments. The failure by a Member to pay assessments when due shall result in the suspension of that Member's membership for a period of sixty (60) days unless payment is sooner made in full. The failure to pay the past due assessment by the end of the 60-day suspension period shall result in the termination of membership effective immediately as of said date. The Member shall not be liable for the unpaid assessment that resulted in the termination of its membership.

2.4.3. Agreements Not Affected. Each Member of the Council acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Section 2.2 shall not adversely affect this Agreement nor any other contractual relationship between the withdrawing Member and any other Member under this Agreement.

2.5. Subsequent Membership. Prospective Members who do not initially approve and become signatories to this Agreement, or who have withdrawn and wish to reapply, or who are newly created entities may join and become signatories to this Agreement upon approval of, and pursuant to conditions duly established by the Board, on a case-by-case basis.

ARTICLE III
PURPOSES, POWERS AND FUNCTIONS OF THE COUNCIL

3.1. Purposes, Powers and Functions. The purposes, powers and functions of the Council shall be as follows:

3.1.1. Study and Evaluate Groundwater Resources. The Council shall have the power to study, review, evaluate and analyze all aspects of surface and groundwater resources in north Utah County for the purpose of:

(a) accumulating and disseminating to Members and other public agencies information pertaining to: (i) the hydrogeologic interactions between surface and groundwater resources; (ii) resource sustainability trends; (iii) the protection and optimal utilization of surface and groundwater resources; and (iv) the potential and methodology for recharging groundwater aquifers; and

(b) establishing general surface and groundwater protection and development criteria that can be considered by Members and other public agencies having jurisdiction over the north Utah County surface and groundwater resources; and

(c) providing for public input, participation, and education on issues relating to the use, protection, and development of surface and groundwater resources in north Utah County.

3.1.2. Review and Coordination of Specific Groundwater Projects; Procedure.

(a) For the purposes of this Section, the term "Groundwater Project(s)"shall be defined to mean: (i) the design, drilling, testing and operation of wells from which groundwater is to be produced and diverted from known groundwater aquifers within north Utah County; (ii) the design, drilling, testing and operation of ASR projects through which water is to be injected and stored within and withdrawn from groundwater aquifers within north Utah County; and (iii) the design, testing and operation of other surface and/or groundwater facilities; any of which may have the potential to either adversely impact or contribute to and assist in the recovery of groundwater resources in north Utah County.

(b) Each Member proposing to initiate a Groundwater Project ("Sponsoring Member"), shall, no later than ten (10) working days prior to the next meeting of the Board, first submit to the Council, and to each of the other Members, a written detailed description of the Groundwater Project, together with the engineering, hydrologic and other technical data and materials generated and utilized by the Sponsoring Member as its basis for proceeding with the Groundwater Project (collectively, the "Project Proposal").

(c) At the meeting at which the Project Proposal is formally presented to the Board, the Sponsoring Member shall present a detailed explanation of the proposed project and answer questions.

(d) Each of the other Members shall have 90 days from the date of the Board meeting at which the Project Proposal is first presented (the "Project Review Period"), to review and consider the Project Proposal and determine whether to join as a co-sponsor of the Groundwater Project. A decision by a Member to participate as a co-sponsor of a Groundwater Project shall be submitted in writing to the Council and the Sponsoring Member prior to the end of the Project Review Period, unless the time is extended by the Board.

(e) The Board shall review and evaluate the water rights and water right change applications, recharge applications, recovery applications, and other applications and submittals as may be required of the Sponsoring Member by other State, federal or local entities having jurisdiction over the Groundwater Project, for the purpose of identifying, addressing and assisting in the resolution of potential conflicts among the Members as a result of the Groundwater Project. Notwithstanding the foregoing, it is understood and agreed that the Council shall have no authority to veto or otherwise alter any Groundwater Project, and any Member may, in its discretion, protest any water right change application, or other application as provided by law.

(f) If there is more than one sponsor of an Groundwater Project, the co-sponsors shall, by separate interlocal agreement among them, set forth the terms and conditions pursuant to which the Groundwater Project shall be planned, designed, funded, developed, administered, constructed, owned, operated, accounted for, maintained, repaired, renewed and replaced. If there are no co-sponsors for an Groundwater Project, the Sponsoring Member shall, at its sole expense, plan, design, fund, develop, administer, construct, own, operate, account for maintain, repair, renew and replace the

Groundwater Project.

(g) In the case of either a single sponsored or co-sponsored Groundwater Project, the Sponsoring Member(s) of the Groundwater Project shall provide to the Council periodic updates and reports with respect to all aspects of the Groundwater Project during the course of its design, construction, and operation. The Council shall coordinate, review and report on all aspects of each Groundwater Project to the other Members of the Council in order to foster cooperation and promote maximum utilization of the groundwater resources among the Members, and to assist in the prevention and resolution of disputes among the Members pertaining to Groundwater Projects within north Utah County.

3.1.3. Advisory Resource to Members. The Council shall serve as an advisory body to the Members' governing bodies concerning proposed and ongoing Groundwater Projects and other projects involving groundwater sources of supply in north Utah County. Actions taken by the Board are not binding on a Member unless ratified by that Member's governing body.

3.1.4. General Powers. The Council, in general, shall have the power to plan, oversee, coordinate, review, advise, assist, share information and foster cooperation among the Members in the promotion and implementation of Member Groundwater Projects, in an effort to facilitate and coordinate aquifer recharge and storage within north Utah County, while minimizing the negative impacts of excessive groundwater withdrawals by the Members from the common aquifers as development occurs. The Council shall not have the power to tax or assess and collect fees or spend more than the assessments paid by its Members as provided herein; however, the Council shall have the power to apply for, receive and administer grants from federal, state and/or private sources for use in fulfilling its purposes, powers and functions.

3.2. No Superseding Authority. The Members hereby acknowledge and agree that the Council shall have no authority to supplant or otherwise interfere with any right, power or authority belonging to any individual Member under the Utah Constitution, state law, or any county or municipal ordinance, or by virtue of any other power or powers specifically given to them; nor does the Council have superseding authority over other government entities and jurisdictions. The Council shall likewise have no authority to require any alteration to the duly adopted plans or decisions of any Member or other agency or jurisdiction; however, the Board may, in the common interest of the Council, recommend changes to the duly adopted plans or decisions of any Member, agency or jurisdiction, and each Member agrees, in good faith, to duly consider any such recommendation made.

ARTICLE IV
GOVERNANCE

4.1. Governing Board.

4.1.1. Membership and Appointment. Pursuant to Section 11-13-207 of the Act, there is hereby created a governing board of the Council (the "Board"), which shall consist of one representative from each Member duly appointed by the governing body of the Member. To serve on the Board, the

Member representative shall hold public office or be employed with the Member and have responsibility for the Member's infrastructure related to the diversion and use of water and the development and management of the Member's water supply. Due to the technical nature of the matters to be considered by the Board, it is recommended that member representatives holding public office have some technical understanding and/or background with respect to water, water rights and related issues. Each Member shall also appoint an alternate Member representative to serve on the Board in the absence of the regular Board member.

4.1.2. Board Terms. Board members shall serve until replaced by another representative appointed by the Member.

4.1.3. Compensation. Board members shall serve without compensation and shall have all Council-related expenses paid by their appointing Member.

4.1.4. Leadership. The Board shall have a Chair and Vice-Chair elected by and from the members of the Board, whose term shall be for a period of one year. Board members can be reelected on an annual basis. In the absence of the Board chair, the responsibility for conducting Board meetings or signing documents shall vest in the Vice-chair.

4.1.5. Regular Meetings. The Board should hold at least two regularly scheduled meetings within each fiscal year to accomplish the objectives of the Council. The meeting date, time, and agenda will be established by the Chair or by a majority vote of the Board.

4.1.6. Quorum; Voting. The attendance of a majority of the members of the Board at a meeting of the Board shall constitute a quorum for the transaction of the business of the Board. Each Board member shall be entitled to vote on all matters brought before the Board for a decision. A majority of the total votes cast by Board members at a meeting at which a quorum is present, shall constitute the approving action of the Board.

4.1.7. Minutes. The Board shall cause to be kept minutes of all meetings of the Board. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to the Board.

4.1.8 Notice of Meetings. Notice to Board members shall be sufficient if delivered in writing or by e-mail one week in advance, at the address or e-mail address which shall be required to be provided by each Board member to the Council.

4.1.9 Requests for Information. The Board shall see that all of its Members are informed regarding all activities of the Council and, accordingly, shall cause a copy of all materials to be considered at a meeting by the Board to be delivered one week in advance of the meeting to the individual Board members and to such other persons as the Member may request in writing, in such manner as it deems appropriate, including meeting agendas and minutes of past meetings.

4.1.10 Board Powers and Duties. The Board shall have the following powers and

duties: (i) the power to elect the Chair and Vice Chair of the Board; (ii) the power to recommend proposed changes to this Agreement that must be approved by the Members' governing bodies; (iii) the power to adopt budgets, work plans, amendment of budgets or the allocation or reallocation of budgeted amounts between budget categories; (iv) the power to establish rules and guidelines governing its own conduct; and (v) the power to govern, administer and implement directly or indirectly the powers, purposes and functions for which the Council was created.

4.1.11 Records. The records of the Council shall be made available to the governing body and/or legal counsel of each Member upon written request.

4.1.12. Annual Work Plan. The Board shall establish an Annual Work Plan ("Work Plan"), which shall serve as a guideline for the Council's activities and the basis for the levy of assessments by CUWCD pursuant to Section 4.2.2(a) for the upcoming fiscal year. The Work Plan will also identify long-range plans and objectives to be used for directing the efforts of the Council and as the basis of estimating future assessment obligations of the Members. The Board shall consider related studies performed by the public or private entities in its review of the Work Plan. The Board will approve the Work Plan by March 15 of each year for the ensuing fiscal year beginning on July 1, and submit copies to each Member.

4.2. Council Administrator.

4.2.1. Designated Council Administrator. Pursuant to Section 11-13-207 of the Act, the Central Utah Water Conservancy District ("CUWCD"), is hereby designated and authorized to act as the Council Administrator.

4.2.2. Powers and Duties. The Council hereby delegates to CUWCD, in its capacity as Council Administrator, the following powers and duties:

(a) To levy assessments against the Members for the purpose of generating revenues sufficient to accomplish the purposes of the Council, which revenue shall be collected and separately accounted for by CUWCD on its books and financial records;

(b) To apply for, receive and administer federal, state and local grants, and other private grants and donations from private persons and organizations to be utilized in accomplishing the purposes and powers of the Council;

(c) To disperse funds and incur such financial obligations in behalf of the Council as shall be determined by the Board to be in the best interest of the Council and its Members; and

(d) Within the limits of revenues received, to employ agents and consultants, and to make and enter into contracts in behalf of the Council, including, without limitation, contracts with the federal government; the State of Utah; any county, municipality, local district or other governmental agency; any private foundation or organization; any business or other entity; and/or any individual; which

are deemed by the Board to be in furtherance of the purpose and powers of the Council, as approved by the Board in its sole discretion,

4.2.3. Obligations Inure to the Council, not its Members. No obligation, debt and/or liability of the CUWCD acting in behalf of the Council shall constitute an obligation, debt or liability of any of the Council's individual Members.

4.2.4. Procedures.

(a) Procurement Procedures. All services and materials procured by CUWCD in behalf of the Council shall be procured pursuant to the rules, regulations and policies of CUWCD in conformance with applicable State law.

(b) Financial Procedures. The financial affairs of CUWCD, acting in its capacity as the Council Administrator, shall be conducted in compliance with the provisions of Utah Code Ann. §17B-1-601, Fiscal Procedures for Local Districts, and generally accepted accounting principles for governmental entities. CUWCD shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations, the preparation of annual budgets, and all other financial affairs with respect to its responsibilities as the Council Administrator.

4.2.5. Financial Records; Fiscal Year.

(a) Financial Records. CUWCD shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements pertaining to its responsibilities as Council Administrator. Financial reports shall be provided to the Members at least twice a year. All financial records which are maintained by the District in its capacity as the Council Administrator shall be open during all reasonable business hours for inspection by duly authorized representatives of each Member and shall be deemed to be public records under applicable Utah law.

(b) Fiscal Year. The Council shall operate on, and all funds of the Council shall be accounted for, on a fiscal year basis, commencing on July 1 and ending on June 30 of each year.

4.2.6. Member Approval of Assessments; Subject to Availability of Funds.

(a) All assessments levied by CUWCD against each Member shall be subject to approval by the governing body of each Member as a condition to its obligation of payment, subject to the provisions of Section 2.3 herein.

(b) The obligation of any Member to pay assessments or otherwise contribute to the funding of the Council as provided herein is subject to the availability and annual appropriation of funds by that Member's governing body. Each Member nevertheless agrees to act in good faith in fulfilling its funding obligations hereunder.

ARTICLE V
LIABILITIES AND OBLIGATIONS

5.1. Governmental Immunity. In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code, or by other law.

5.2 Waiver of Obligations. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law.

5.3 Obligations Special and Limited. The obligations entered into by each Member pursuant to this Agreement are special limited obligations of each Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

ARTICLE VI
TERM

The term of this Agreement shall begin on the Effective Date and be perpetual unless this Agreement is sooner terminated by dissolution pursuant to the provisions of Section 8.1 herein, or by operation of law.

ARTICLE VII
DISSOLUTION OF THE COUNCIL

7.1 Dissolution of the Council by Vote. The Council may be dissolved at any time pursuant to a resolution of dissolution submitted by the governing bodies of two-thirds (2/3) of the then current Members.

7.2 Powers of Board Upon Dissolution. The Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Council consistent with and subject to the limits of this Agreement.

7.3. Division of Assets. Upon dissolution and after payment in full of all outstanding Council obligations, the Board shall equitably disburse the assets of the Council, if any, to the then current Members. After deducting costs, any assets jointly shared shall be disbursed pro rata among the Members, unless otherwise agreed by the Members.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1. Complete Agreement. The foregoing constitutes the full and complete Agreement of the

Members with respect to the subject matter hereof. There are no oral understandings or agreements with respect thereto which are not set forth in writing herein.

8.2. Binding Effect. This Agreement shall bind the Members and their respective successors-in-interest.

8.3. Amendment. This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the then current Members signatory to it.

8.4. Prohibition Against Assignment. No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Council.

8.5. Severability Clause. In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

8.6. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

8.7. Breach of Agreement. The failure of a Member to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A Member shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching Member's membership.

8.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.9. Warranty of Authority. The individuals executing this Agreement on behalf of the Members hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Members and that the respective Members have agreed to be and are bound hereby.

ARTICLE IX
ATTORNEY APPROVAL; RECORDS FILING

9.1. Attorney Approval. This Agreement shall be submitted to an authorized attorney for each Member for approval as to form in accordance with Utah Code Ann. Section 11-13-202.5(3).

9.2. Records Filing. A copy of this duly executed Agreement shall be placed on file in the

office of the official record keeper of each public agency that is a Member hereto and shall remain on file for public inspection during the term of this Agreement.

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By _____
Gene Shawcroft, General Manager

Date: JAN. 25, 2017

APPROVAL AS TO FORM:

By _____
Attorney

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

PLEASANT GROVE CITY

By _____
Its:

Date: 2/7/2017

APPROVAL AS TO FORM:

By Christine M. Petersen
Attorney

{01063449-1}

ROLL CALL

VOTING	YES	NO
Mayor Mike Daniels (votes only in case of tie)		
Dianna Andersen (Council Member)	✓	
Eric Jensen (Council Member)	✓	
Cyd LeMone (Council Member)	✓	
Ben Stanley (Council Member)	✓	
Lynn Walker (Council Member)	✓	

Resolution No. 2017-07 Date Approved: Feb 7, 2017

Ben Stanley
Motion by:

Lynn Walker
Seconded by:

Kathy T. Kresser
Kathy T. Kresser, MMC
City Recorder

PLEASANT GROVE CITY, UTAH
CORPORATE SEAL

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

AMERICAN FORK CITY

By _____
Its: Mayor

Date: February 28, 2017

APPROVAL AS TO FORM:

By _____
Attorney

Attest: Marilyn Lurker
City Recorder

AMERICAN FORK CITY
CORPORATE SEAL
UTAH COUNTY
STATE OF UTAH

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

HIGHLAND CITY

By_____
Its: City Administrator

Date: January 11, 2017

APPROVAL AS TO FORM:

By_____
Attorney

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

ALPINE CITY

By _____
Its:

Date: Jan 24, 2017

APPROVAL AS TO FORM:

By _____
Attorney

SIGNATURE PAGE

INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

LEHI CITY

By Scott Nelson
Its:

Date: 12-19-16

APPROVAL AS TO FORM:

By Ryan V. Wood
Attorney

North Utah County Aquifer Council (NUCAC)

Adopted 2022-23 Work Plan & Budget

Goals and Objectives:

Cooperate as entities with groundwater interests in north Utah County to:

- Continue collection and analysis of groundwater data and analysis.
- Determine/implement action to be taken to initiate an ASR Project at the Highland Gravel Pit site.
- Update 2012 Aquifer Storage and Recovery (ASR) Feasibility Study and other related corresponding reports and identify next steps in implementation.

Funding Sources		Adopted
FY2022 Carryover Balance from existing NUCAC members	$	149,417
FY2023 NUCAC Membership		
Existing NUCAC Members:	$	65,000
Potential New NUCAC Members FY 2022-23	$	30,500
Total Funding	**$**	**244,917**

Projected Expenditures		
Project 1: Groundwater Monitoring/Evaluation of Highland Gravel Pit	$	21,464
Project 2: ASR Feasibility Study Update and Implementation Plan	$	212,000
Total Expenditures	**$**	**233,464**
Ending Balance (Potential Carryover for FY 2023-24)	**$**	**11,453**

Long Range Plans and Objectives

- Implement ASR Projects/Recharge Sites
- Coordinate planning efforts for regional water infrastructure.

NORTH UTAH COUNTY AQUIFER COUNCIL

FY 2022-23 ADOPTED WORKPLAN

Utah County	2020 Census Population	Tiers		FY 22-23 Adopted Contribution
Cedar Hills	10,019			*$6,000*
Alpine	10,251		Small	**$10,000**
Lindon	11,397		4th Class	*$6,000*
Vineyard	12,543		Cities	*$6,000*
Highland	19,348			**$10,000**
American Fork	33,337		Medium	**$10,000**
Saratoga Springs	37,696		*3rd Class*	
Pleasant Grove	37,726		*Cities*	**$10,000**
Lehi	75,907		Large	**$12,500**
Orem	98,129		*1st & 2nd*	*$12,500*
Provo	115,162		*Class Cities*	
Total -	461,515			
Central Utah WCD				$12,500
		EXISTING MEMBER ADOPTED CONTRIBUTIONS		**$65,000**
		INTERESTED MEMBER ADOPTED CONTRIBUTIONS		*$30,500*
		TOTAL ADOPTED CONTRIBUTIONS		***$95,500***

Existing Members

Interested FY 2022-23 Members

Potential Additional Members

RESOLUTION NO. 2022-___-R

A RESOLUTION DECLARING CERTAIN PROPERTY AND EQUIPMENT OWNED BY LINDON CITY TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF THE LISTED ITEMS.

WHEREAS, the Municipal Council of Lindon City has adopted policies and procedures for the disposal of surplus property and equipment, with said policy found in Section 3 of the Lindon City Policies and Procedures Manual; and

WHEREAS, the policy requires that a public meeting be held concerning the declaration of any property deemed to be surplus by the City and which has an estimated valued over $100; and

WHEREAS, the identified property is no longer needed and/or has exceeded its useful life and needs to be disposed of.

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

Section 1. That the items described on the attached listing be declared as surplus property of the City; and

Section 2. That these items be offered for sale to the public through their listing on www.publicsurplus.com or other comparable on-line auction site. The items will be offered for minimum bids when appropriate. If the minimum bid is not realized, administrative staff may dispose of the items at their discretion including selling for less than the minimum bid; and

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

Adopted and approved this 18th day of July 2022.

By _____
Carolyn Lundberg, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

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

LINDON ADMINISTRATION

TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

Vehicle Surplus Request

Vehicle #401 Public Works
2006 Ford F-150
Mileage: 90,000 miles
Reason: High mileage, cost of recent repairs, needs significant ignition repairs at an estimate of $2,000.00

Kelly Blue Book range: $7,500 to $10,500

Suggested surplus beginning bid price: $6,000 due to repair needs

Additional surplus items:

49 concrete light bollards: suggested listing price of $100 each minimum.

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

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

Steve Johnson
581 North Locust Avenue
Lindon, Utah 84042

July 18, 2022

Mr. Johnson,

On July 18, 2022, the Lindon City Council approved the recommendation of Mayor Lundberg 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 June 2025, 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,

Carolyn Lundberg
Mayor

Michael Florence
Community Development Director

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

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

Renee Tribe
66 N 900 E
Lindon, Utah 84042

July 18, 2022

Ms. Tribe,

On July 18, 2022, the Lindon City Council approved the recommendation of Mayor Lundberg to re-appoint you as a member of the Planning Commission for Lindon City. Our records indicate that this will be your second term as a Planning Commissioner. It is anticipated that you will serve a full three-year term which will expire the last day of June 2025, 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,

Carolyn Lundberg
Mayor

Michael Florence
Community Development Director

8. **Review and Action — Temple Town Plat A, 4-lot Major Subdivision.** The Council will review and consider approval of the Temple Town Plat A, 4-lot major subdivision at approximately 150 East 800 North. *(15 minutes)*

   Sample Motion: I move to (approve, deny, continue) the Temple Town Plat A Subdivision (as presented, or with changes).

Temple Town Plat A Major Subdivision Approval
Approximately 150 E. 800 N.

Date: July 18, 2022

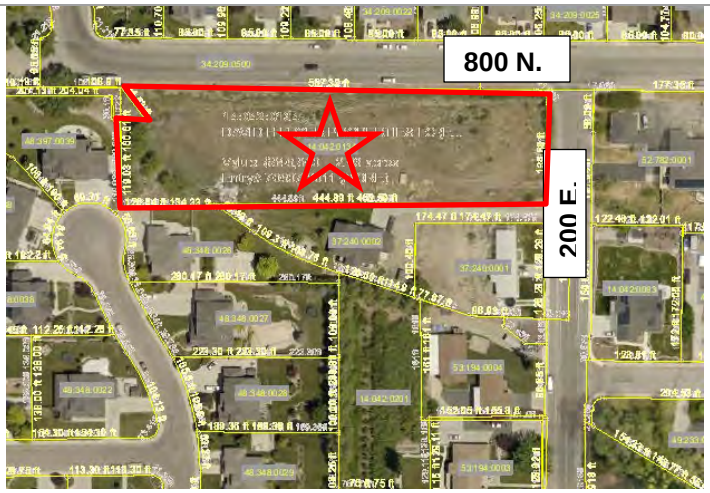
Applicant: David Fryer
Presenting Staff: Michael Florence

General Plan: Residential Low
Current Zone: Residential R1-20

Property Owners: David H Fryer Properties LC (ET AL)

Parcel ID's: 14:042:0134

Type of Decision: Administrative
Council Action Required: Yes, the planning commission unanimously recommended approval.



Summary of Key Issues

1. David Fryer is seeking major subdivision approval for a 4-lot single family home development.

Overview

1. The proposed 4-lot subdivision meets the minimum lot size requirements for the R1-20 zone;
2. All new lots will be accessed from 800 N.
3. Lot 1 has an irrigation easement for the North Union canal in the southwest corner of the property that will limit any permanent structures being constructed or limit vehicle access. The buildable portion of the lot is approximately 18,640
4. Utilities that will service that property are shared between Lindon City and Pleasant Grove City which are part of a previously signed agreement. This will be coordinated between Lindon City and Pleasant Grove engineering departments.

Motion

I move to (approve, deny, or continue) of the applicant's request for approval of the Temple Town Plat A with the following conditions:

1. The applicant will continue to work with the canal companies to ensure any needed language or easements are included in the plat;
2. The applicant will continue to work with the city staff to make all final corrections to the engineering documents and plat;
3. The plat with lot layouts is approved as proposed;
4. Prior to plat recording, the applicant will provide staff with a final plat mylar to include notarized signatures of owner's consent to dedication, and obtain signature of all entities indicated on the attached subdivision plat;
5. Complete (or post an adequate improvement completion assurance), warrant and post required warranty assurance for all required public infrastructure improvements;
6. The plans and plat will meet and be constructed as per applicable specifications as found in the Lindon City Development Manual and subdivision ordinance;
7. Prior to final development approval the applicant shall place permanent survey monuments in the subdivision;
8. All items of the staff report

Surrounding Zoning and Land Use

North: Pleasant Grove City - single family homes
East: Residential R1-20 – Single family homes

South: Residential R1-20/single family homes
West: Residential R1-20 – single family

Lot Requirements – Residential (R1-20) Zone

Required	Compliant
Minimum lot size: 20,000 square feet	Yes, lots range in size from 20,004 square feet to 27,148 square feet

Subdivision Requirements

Required	Complaint
No single lot shall be divided by municipal or county boundary lines, roads, alleys, or other lots.	Yes
All residential lots shall front on a public street	Yes
Side lot lines shall be at right angles or radial to street lines.	Yes
The street layout shall conform to the master plan	Yes
Minimum right-of-way width for Minor streets	Yes – The applicant will finish out the street requirements
Sidewalks, curbs and gutters shall be provided on both sides of all streets to be dedicated to the public	Yes – The applicant will be installing sidewalks, curbs and gutters in front of the proposed development.
Easements shall follow rear and side lot lines whenever practical and shall have a minimum total width of 15 feet apportioned equally in abutting properties.	No, but this is a condition of approval as found in condition 4.
Underground utilities and piped sanitary sewerage shall be provided by the subdivider.	Yes
No lot shall be created which is more than three times as long as it is wide.	Yes
Street lights	Yes

Engineering Requirements

The City Engineer is working through technical issues related to the plat and civil engineering plans and will ensure all engineering related issues are resolved before final approval is granted.

EXHIBITS

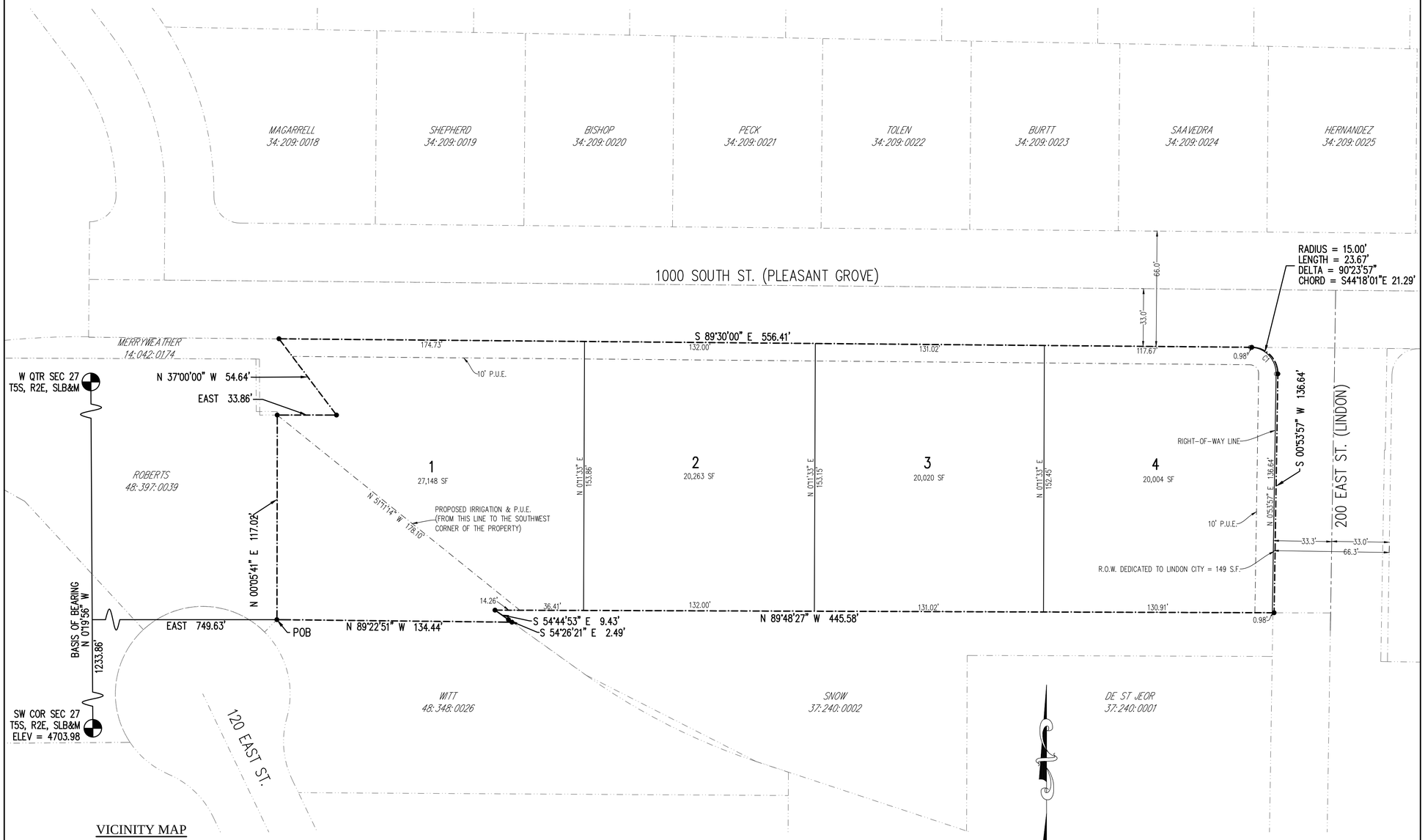
1. Aerial photo
2. Photos of the site
3. Plat

Exhibit 1

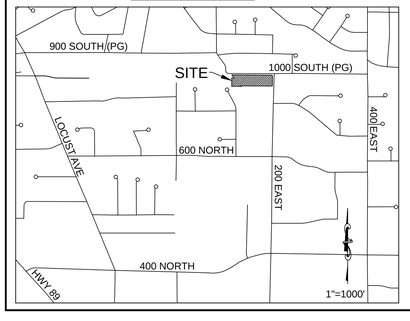
Exhibit 2

TEMPLE TOWN PLAT A

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2
EAST, SALT LAKE BASE & MERIDIAN.
CITY OF LINDON, COUNTY OF UTAH,
STATE OF UTAH



VICINITY MAP



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	15.00	23.67	90°23'57"	21.29	S 44°18'1" E

TABULATIONS:

TOTAL AREA:	87,584 S.F.
RIGHT-OF-WAY DEDICATION (200 EAST):	149 S.F.
LOT AREA:	87,435 S.F.
NUMBER OF LOTS:	4

PLAT NOTES:

1. ZONE = R1-20
2. ALL POTENTIAL BUYERS OF THIS PLAT ARE HEREBY NOTICED OF THE LINDON CITY R2 OVERLAY ORDINANCE. UNDER THIS ORDINANCE THERE IS POTENTIAL FOR SMALL LOCALIZED HOUSING PROJECTS IN THE NEIGHBORHOOD CONSISTING OF SINGLE FAMILY PLANNED UNIT DEVELOPMENTS, DUPLEXES, TRIPLEXES, AND ACCESSORY APARTMENTS. CONDITIONS COVENANTS AND RESTICTIONS (C.C.&R'S) WHICH PROHIBIT THIS TYPE OF HOUSING IN SPECIFIC SUBDIVISIONS ARE CONSIDERED ILLEGAL AND IN VIOLATION OF LINDON CITY CODE. PLEASE CONTACT THE LINDON CITY PLANNING DEPARTMENT AT (801) 785-7687 FOR DETAILS REGARDING THIS ORDINANCE.
3. THIS SUBDIVISION IS LOCATED IN ZONE X, FEMA FIRM COMMUNITY PANEL NUMBER 49049C0330F, EFFECTIVE DATE JUNE 19, 2020.
4. A GEOTECHNICAL STUDY WAS NOT PERFORMED FOR THIS SUBDIVISION.

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN TO LOTS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE, CORRECT AND ACCURATE.

BOUNDARY DESCRIPTION

Beginning at a point located North 0°19'56" West along section line 1233.86 feet and East 749.63 feet from the Southwest Corner of Section 27, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°05'41" East along the easterly boundary of Orchard Park Estates Plat "B" a distance of 117.02 feet; thence East 33.86 feet; thence North 37°00'00" West 54.64 feet; thence South 89°30'00" East along the southerly boundary of Appleleaf Plat "A" a distance of 556.41 feet; thence along the arc of a 15.00 foot radius curve to the right 23.67 feet through a central angle of 90°23'57" (chord bears South 44°18'01" East 21.29 feet); thence South 0°53'57" West 136.64 feet; thence along the northerly boundary of De St. Jeor Estates Plat "A" the following three courses and distances: 1) North 89°48'27" West 445.58 feet, 2) South 54°44'53" East 9.43 feet, and 3) South 54°26'21" East 2.49 feet; thence North 89°22'51" West along the northerly boundary of Orchard Park Estates Plat "A" a distance of 134.44 feet to the point of beginning.

Containing Area = 2.011 Acres

BASIS OF BEARING IS BETWEEN WEST 1/4 AND SOUTHWEST CORNER OF SECTION 27, T5S, R2E (N 0°19'56" W)

AARON D. THOMAS
(See Seal Below)

DATE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED A SURVEY AND THIS PLAT TO BE MADE OF THE PROPERTY AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS, AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. THE UNDERSIGNED OWNERS CONSENTS TO RECORDATION OF THIS PLAT .

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____DAY OF _____, A.D. 20____

BY: _____
BY: _____
BY: _____
BY: _____
BY: _____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE _____ DAY OF _____, A.D. 20_____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING CERTIFICATE AND DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME IN THE CAPACITY INDICATED.

Commission Number_____ Signed (A Notary Public Commissioned in Utah)

Commission Expires _____ Print Name of Notary

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LINDON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF_____, A.D. 20____.

MAYOR | CITY ATTORNEY

PLANNING COMMISSION CHAIR | PLANNING DIRECTOR

CITY ENGINEER (See Seal Below) | CITY RECORDER (See Seal Below)

OCCUPANCY RESTRICTION NOTICE

IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE CITY OF LINDON.

CONDITIONS OF APPROVAL

LAND SURVEYOR:
AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM

TEMPLE TOWN
PLAT "A"

LINDON CITY UTAH COUNTY, UTAH
SCALE: 1" = 30' FEET

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CITY RECORDER SEAL	COUNTY RECORDER
PROFESSIONAL LAND SURVEYOR No. 6418780 AARON D. THOMAS STATE OF UTAH				

9. **Discussion Item — Moderate Income Housing Strategies.** The Council will hear information presented on the upcoming Moderate Income Housing Plan, state requirements, and possible strategies for moderate income housing. *(20 minutes)*

This item is for discussion purposes only with no motion needed.

Moderate Income Housing Discussion

Date: July 18, 2022
Applicant: Lindon City
Presenting Staff: Michael Florence

Type of Decision: None

Summary of Key Issues

- In 2019, the Utah Legislature passed Senate Bill 34 which required a majority of municipalities in the state to adopt a moderate-income housing plan which was required to include a minimum of three affordable housing strategies. The strategies that the City adopted in 2019 were the following:
    - Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones
    - Reduce impact fees related to low and moderate-income housing
    - Preserve existing moderate-income housing
    - Utilize strategies that preserve subsidized low to moderate-income units on a long-term basis
    - Allow for alternative housing types or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers
- During the 2022 Utah legislative session the legislature passed House Bill 462 which added the following requirements:
    - Review and update Moderate Income Housing Element of the General Plan by October 1, 2022. The legislature amended the scope and wording of a number of the strategies so the city is required to review the strategies and adopt new strategies if needed.
    - Adopted an implementation and benchmark section for each strategy. Implementation elements must include a timeline that has specific benchmarks for each chosen strategy, but provides flexibility for the municipality to make adjustments.
    - Menu items remain at 3 for cities without fixed guideway transit and 5 for those with fixed guideway transit. If a city selects 5, then those cities would qualify for enhanced prioritization of state TIF/TTIF and ARPA local match program funds
        - TIF Funds are primarily used for improving or optimizing transit capacity for new state roads and highways as well as expansion. There is also a TIF Active fund for non-motorized trails to mitigate congestion on the state highway system
        - TTIF Funds are primary used for mass transit projects as well as First/Last mile projects. First/Last mile projects are those that make the final connection to a transit station
- For the past two months, the city has been working with the general plan committee on prioritization of strategies. The committee did a “deep dive” into each one of the strategies and came up with recommended strategies for the planning commission and city council to consider as part of their update. See Exhibit 1.
- As a reminder, when reviewing the affordable housing policies for the city, the legislature requires that the city keep in mind the following as adopted in State code (10-9a-403).
    - “Moderate income housing (MIH)" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.
    - In drafting the moderate-income housing element, the planning commission:
        - shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing:
            - to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and
            - to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;

2019 Adopted Strategies and Discussion

Below is a break-down of each of the strategies that were adopted by the City in 2019 with comments related to the 2022 strategies:

Strategy One	
2019 Strategy	2022 Strategy
Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones	Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones
Discussion	
This strategy was recommended to remain by the general plan committee	

Strategy Two	
2019 Strategy	2022 Strategy
Reduce impact fees related to low and moderate-income housing	Reduce, waive, or eliminate impact fees related to moderate income housing
Discussion	
This strategy was recommended to remain by the general plan committee and apply it to detached accessory apartment and review where it should be applied to the other strategy to reduce, waive or eliminate for all moderate income housing.	

Strategies Three and Four	
2019 Strategies	2022 Strategy
Utilize strategies that preserve subsidized low to moderate-income units on a long-term basis Preserve existing moderate-income housing	Preserving existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund
Discussion	
These two strategies were combined into one new strategy	
The City adopted this strategy because we own three homes east of the aquatics center which we rent in the moderate-income housing range and also the City partnered years ago with a housing authority to construct housing for those with disabilities at Hollow Park	
The updated strategy would require the city to work towards preserving new moderate-income housing and use a landlord incentive program. There are other strategies that a probably more effective for the city to adopt	
The general plan committee did not recommend readopting this strategy	

Strategy Five	
2019 Strategy	2022 Strategy
Allow for alternative housing types or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers	Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors (frontrunner, Trax or BRT Stations), commercial centers, or employment centers
Discussion	
This strategy requires the more action from the City in actually zoning or rezoning property for higher density or moderate-income residential development in commercial center or employment centers	
This strategy was recommended to remain by the general plan committee	

City Staff and General Plan Committee Recommendations

Below are the top recommendations from the general plan committee. Highlighted in Green are the top recommendations from city staff. As a reminder the city is required to pick a minimum of three strategies. Two additional strategies will help the city receive prioritization for state transportation funds. The strategies highlighted in yellow are other top strategies the city should consider.

Strategy: Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones	
Implementation options	The State is allowing this strategy to be somewhat retroactive since last legislative year they mandated that cities allow for internal accessory dwelling units (ADU)
Benchmark options	• Establish 2021 as a baseline for permits and number of ADU's to see if reduced regulations are working increase the number of units • In 2023 review regulations for detached ADU's • Perform a yearly review of the number of building permits issued and a yearly review of the ADU ordinance • Work with the attorney's office to see how a hold harmless provision could be implemented in order to help determine how many ADU's are in the city • Promote at least yearly ADU's through the city newsletter and social media accounts

Strategy: Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530	
Implementation options	In 2021 the Utah Legislature removed the ability for cities to charge impact fees for internal ADU's This could be a strategy that the city council could adopt in 2022. This strategy could help increase the number of detached units. In the past 5 years the city has approved 3 detached ADU's. The total amount of impact fee amounts for a detached ADU is: $1,814 ($1,500 parks, $162 police, $152 fire)
Benchmark options	• Bring a proposal in 2022 to amend the city fee schedule to remove impact fees for detached ADU's • Promote this change to Lindon residents through the newsletter and social media accounts • Benchmark in 2022 and evaluate each year the number of new detached ADU's

Strategy: Reduce, waive, or eliminate impact fees related to moderate income housing	
Implementation options	• The city collects impact fees for parks ($4,500 single family, $1500 for multifamily), fire ($152), police ($162) storm water ($799) water ($1,557 – 1" meter), and sewer ($1,086). In the Anderson Farms development, they pay an $I-15 road impact fee of $309 per unit

	• The impact fee amounts for detached single family homes is roughly: $8,256. • The impact fees for multifamily is calculated slightly different. The parks impact fee is reduced to $1,500 per unit. The sewer is based often times on an equivalent residential unit basis which counts fixtures and is determined by the building official. Multifamily development has a larger meter size which cost more • An example of a multifamily developments impact fees would be the Avalon apartments. They paid impact fees in the amount of $207,988 • Options are that the city could see an entire development with affordable housing or more likely a ratio of units in a development. The impact fee reduction could then be based on a ratio applied to the number of units in the development
Benchmark options	• Review in 2023 which impacts fees may be reduced, waived or eliminated. • Adopted a fee schedule change and any applicable ordinance changes • Review annual the progress and benchmarks for the policy change.

Strategy: Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.	
Implementation options	• The City has recently rezoned the Norton and Linden Nursery Properties for higher density in a commercial zone near a commercial center.
Benchmark options	• The city could begin in 2023 to evaluate areas of the city to rezone for higher density or moderate-income residential development. Particularly this would probably apply to the Lindon Village zone. The City has recently seen proposals from developers that want to include multifamily housing as part of their developments

Strategy: Rezone for densities necessary to facilitate the production of moderate-income housing	
Implementation options	The city would need to evaluate land and building costs to determine what the appropriate density is to facilitate the production of moderate-income housing. The City is not experts on this so we would probably need to work with a financial firm and developers to determine that correct density
Benchmark options	• The city could begin this process in 2023 with possibly adopting a policy in 2024 • This research would probably need to be funded by the city council

Other Strategies the city may want to consider:

- Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;
    - The City has two RDA areas where housing funds are required to be set aside. The City has the 700 N. area and a new area adjacent to Home Depot. The City has to set aside funds from these areas to use towards housing. While the funds are not anticipated to be large there are options on how to use these funds.
        - The city could partner with a developer to use those funds towards affordable housing. The 700 N. housing funds have to stay within that project area.
        - The city could partner with another city or housing authority to combine funds on a project in Utah County.
- Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones;
    - The city created the Planned Residential Development Overlay zone which reduced regulations for multi-family housing that is compatible with detached
    - City staff have also been approached many times about creating an ordinance that would allow for smaller lot infill developments in R1-20 zones. Similar to a PUD type zoning.
- Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund
    - The city could create a program where the grants additional units in a development if the developer sets aside and deed restricts a specific number of units as affordable.
    - For example, if a particular zone allows a developer to build 50 units, the city could have a program to allow a density bonus of 10% if the developer sets aside 5 units for affordable housing and deed restricts the development so that there are always 5 units for those earning 80% of the area median income, or deed restricts lots or condo units for first time home buyers at 80% are median income.
- demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing

Exhibits

- Utah Legislature Strategies

Utah Legislature Housing Strategies:

(b) In drafting the moderate income housing element, the planning commission:

(i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing:

(A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and

(B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;

(ii) for a town, may include, and for a specified municipality as defined in Section 10-9a-408, shall include, an analysis of how the municipality will provide a realistic opportunity for the development of moderate income housing within the next five years;

(iii) for a town, may include, and for other municipalities, shall include, a recommendation to implement three or more of the following moderate income housing strategies:

(A) rezone for densities necessary to facilitate the production of moderate income housing;

(B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;

(C) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;

(D) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;

(E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;

(F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;

(G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;

(H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;

(I) amend land use regulations to allow for single room occupancy developments;

(J) implement zoning incentives for moderate income units in new developments;

(K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;

(L) reduce, waive, or eliminate impact fees related to moderate income housing;

(M) demonstrate creation of, or participation in, a community land trust program for moderate income housing;

(N) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;

(O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;

(P) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;

(Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;

(R) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;

(S) create a program to transfer development rights for moderate income housing;

(T) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;

(U) develop a moderate income housing project for residents who are disabled or 55 years old or older;

(V) develop and adopt a station area plan in accordance with Section 10-9a-403.1;

(W) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and

(X) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing;

10. **Public Hearing to amend Title 17.76 – Planned Residential Development Overlay Zone; Ordinance #2022-5-O.** Lindon City requests adoption of amended Section 17.76 to make changes to the site design standards, including updates for the map, density, parking and driveways, street, and sidewalk requirements. *(15 minutes)*

Sample Motion: I move to (approve, deny, continue) Ordinance #2022-5-O amending Title 17.76 – Planned Residential Development Overlay Zone (as presented, or with changes).

Ordinance Amendment 17.76 – Planned Residential Development Overlay

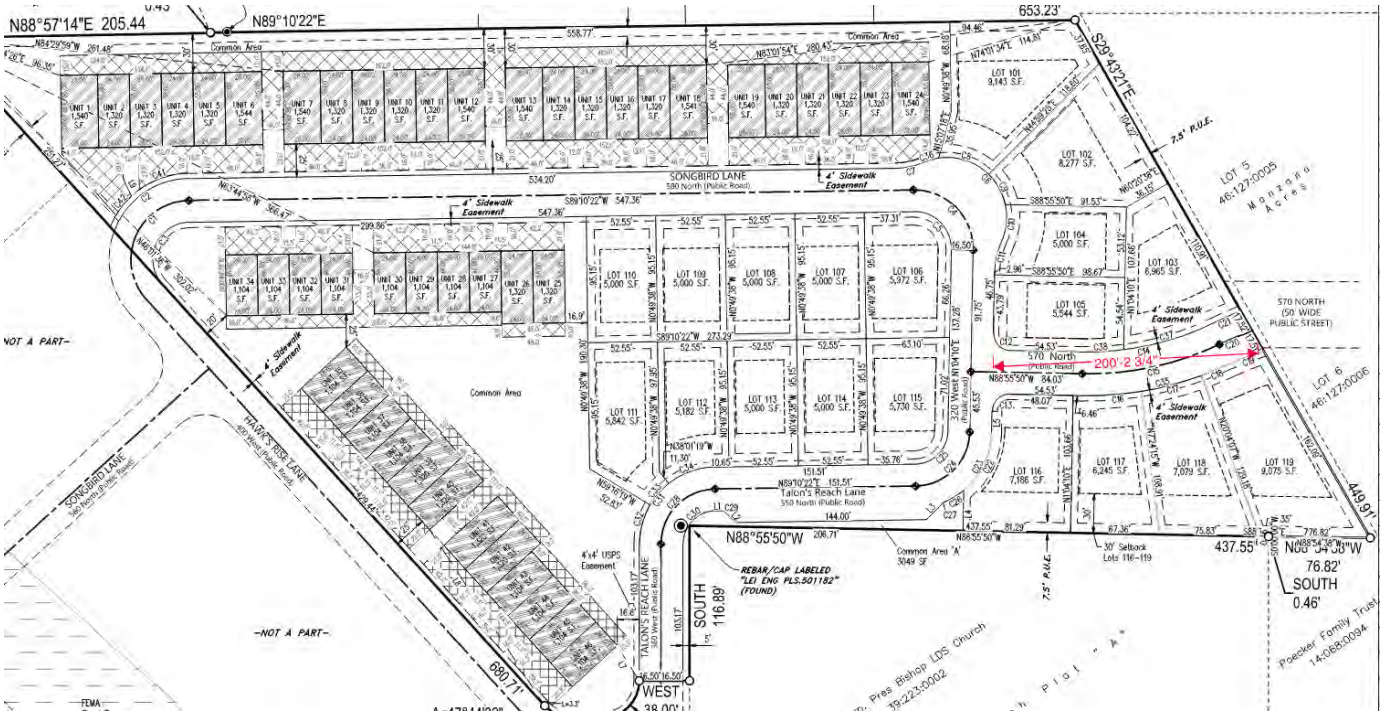
Date: July 18, 2022 Applicant: Lindon City Presenting Staff: Michael Florence Type of Decision: Legislative Council Action Required: Yes. The planning commission unanimously recommended approval.	MOTION I move to (*approve, deny, continue*) ordinance amendment 2022-5-O (*as presented, or with changes*).

Overview:

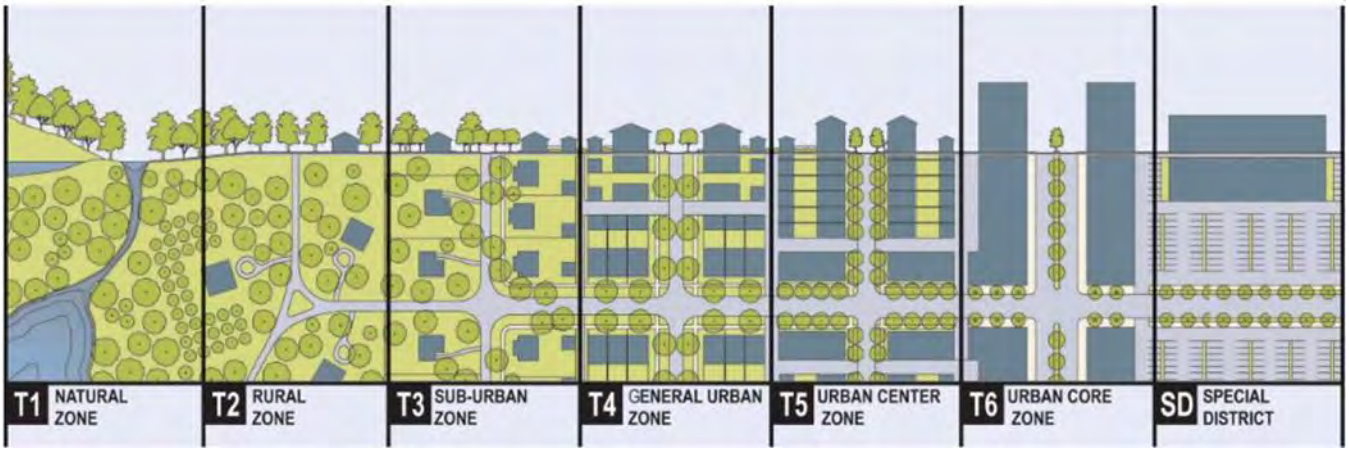
- Since March 2022 the planning commission has reviewed and proposed changes to Title 17.76 – Planned Residential Development Overlay.
- The City has now approved three developments under the Planned Residential Development Overlay ordinance. Approved developments are the 5-unit townhome development at 500 S. 400 W., followed by the Linden Nursery and Norton property projects.
- The Planned Residential Development Overlay ordinance was an existing city ordinance that allowed residential developments in the General Commercial zones at a density of 10 units per acre on properties one acre or less. The ordinance was amended August 17, 2020
- The Planned Residential Development Overlay Ordinance was amendment to allow residential development on properties larger than one acre where an existing commercial use was maintained or new commercial was proposed as part of the development.

Proposed Ordinance Amendments

- Maps - The proposed amendment adopts maps of the locations where development is approved. It includes the three developments approved under the existing code. In order for a future project to be developed under this code, the ordinance would need to be amended to include additional development area as well as an amendment to the zoning map.
- Density –
    - The density remains at 10 units per acre however if a development proposes to connect through a street to an existing and abutting single-family neighborhood or R1-20 zone, the development is required to transition the density from ten units per acre to six units per acre. The transition to six units per acre shall be measured 200 feet from the street connection to the existing single-family neighborhood to the new development. The 200' transition phase of the development shall only be developed with detached single-family homes. This is similar to the end result of the Norton property development. See map on next page.
    - Requires the highest density phase to be located adjacent to commercial uses.
    - Where a density transition is required due to a connection to an existing neighborhood, the development shall provide a transect map to identify how the density transition is met. See map on next page.



Transect Map



- Setback – the amendment modifies the front setback from 30' to 25'. With the Norton and Linden Nursery developments the projects were approved with a 30' setback and a 4' sidewalk easement. This amendment changes the arrangement so there is now a required 4' sidewalk and then 25' setback.
- Parking – the amendment makes the following changes to parking requirements.
    - Requires that all units have a two-car garage. Previously, the ordinance allowed for 65% of the units to have a two-car garage and 35% to have a one-car garage.
    - Requires that the guest parking be on the same lot or parcel or within the development.
    - Removed the ability to count 50% of the guest parking on the residential driveways.
    - Removed the requirement that a development can be accessed from a private drive and requires that all accesses be from a public street
    - Requires the planning commission to review off-street parking requirements for traffic volumes, visibility, and safety
- Streets – makes all streets public. The three developments that the city has approved are all accessed from public streets.

- Sidewalks – now required on both sides of the street.
- Traffic Calming – where a development will connect to an existing and abutting single-family neighborhood or a Residential R1-20 zone through street connections, the city engineer shall evaluate traffic calming measures in order to minimize traffic impacts.
- Commercial Improvements –
    - Where the residential development is part of an existing commercial development, the site for the commercial portion of the development shall be reviewed by the land use authority as part of the approval process. To the extent feasible, the commercial site shall be brought into compliance with site development standards as found in Title 17 and the Lindon City Development Manual.
    - New Commercial development shall follow the development requirements for new commercial as found in Title 17 and the Lindon City Development Manual.

Exhibit

1. Proposed Planned Residential Development Overlay Ordinance Amendment

ORDINANCE NO. 2022-5-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING TITLE 17.76 PLANNED RESDIENTIAL DEVELOPMENT OVERLAY (PRD OVERLAY) ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the proposed amendment is consistent with the goal of the General Plan that a variety of housing types should be provided where appropriate, and innovative development patterns and building methods that will result in more affordable housing should be encouraged; and

WHEREAS, the proposed amendment is consistent with the goal of the General Plan that the relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts; and

WHEREAS, the proposed amendment is consistent with the goal of the General Plan that transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available; and

WHEREAS, the proposed amendment is consistent with the goal of the General Plan that growth should be guided to locations contiguous to existing development to provide city services and transportation in a cost-effective and efficient manner; and

WHEREAS, the proposed amendment is consistent with the goal of the General Plan that density increases should be considered only upon demonstration of adequate infrastructure and resource availability; and

WHEREAS, on April 12, 2022 the Planning Commission held properly noticed public hearings to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed ordinance amendment and recommended that the City Council adopt the attached ordinance; and

WHEREAS, the City Council held a public hearing on _____, to consider the recommendation and the City Council received and considered all public comments that were made therein.

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

SECTION I: AMENDMENT

Amend Lindon City Code Section 17.76 as follows:

Chapter 17.76
PLANNED RESIDENTIAL DEVELOPMENT OVERLAY (PRD OVERLAY) ZONE

Sections:

17.76.010 Purpose.
17.76.020 Applicability.
17.76.030 Permitted uses and building types.
17.76.040 Zone map amendment, site plan and conditional use permit approval.
17.76.050 Final plat and improvement drawings.
17.76.060 Building permits.
17.76.070 Completion and maintenance of site.
17.76.080 Development standards and requirements.
17.76.090 Repealed.

17.76.010 Purpose.

1. The Planned Residential Development Overlay zone promotes the following purposes:

   a. Create diverse and quality housing options in Lindon City;

   b. Effectively develop unique commercial lots and parcels that do not naturally accommodate traditional commercial development patterns;

   c. Allow for appropriate housing transitions from commercial properties to low density single-family residential;

   d. Improve the design and livability of residential buildings in the Planned Residential Development Overlay zone;

   e. To preserve the commercial tax base and intent of the General Commercial zone.

2. The purposes of the Planned Residential Development Overlay zone are accomplished by:

   a. Allowing densities higher than a typical low-density residential development, as identified in the Lindon City Land Use Map;

b. Establishing standards for landscaping, building and site design, public safety, parking, aesthetics, traffic circulation, fencing, lighting, and other similar site improvements; and

c. Requiring standards that enable planned residential developments to fit into the surrounding development. (Ord. 2020-8 § 1, amended, 2020)

17.76.020 Applicability.

1. This section identifies, with the below maps, where the Planned Residential Development Overlay zone is established and is consistent with the Lindon City Zoning Map. The Planned Residential Development Overlay zone may be applied to lots or parcels only in the General Commercial (CG) zone after application and approval of an amendment to this ordinance and a zone map amendment by the city council after a recommendation from the planning commission. (Ord. 2020-8 § 1, amended, 2020)

State Street
500 North

400 West

17.76.030 Permitted uses and building types.

1. *Permitted Uses.* In addition to uses permitted or conditionally permitted in the underlying General Commercial (GC) zone, a planned residential development is a conditionally permitted use in the Planned Residential Development Overlay zone and is not permitted in any other zone.

2. Planned residential developments may include the following building types: detached single-family, twin homes, triplex, multi-unit buildings and townhouses. All individual residential units shall be subdivided into separate lots or condominium units.

   a. The minimum lot size for detached single-family shall be five thousand (5,000) square feet with fifty feet (50') of frontage.

   b. Multi-unit buildings shall be limited to a maximum of four (4) units per building.

   c. Townhome building types shall be limited to a maximum of six (6) units in a single row within a single building.

3. In order to preserve the intent of the General Commercial zone, building permits from Lindon City shall be obtained and construction commenced for at least twenty-five percent (25%) of the approved commercial square footages prior to releasing building permits for residential construction.

4. Accessory apartments are not permitted in the Planned Residential Development Overlay zone. (Ord. 2020-8 § 1, amended, 2020)

17.76.040 Zone map amendment, site plan and conditional use permit approval.

1. *Zone Map Amendment.* An application to apply the Planned Residential Development Overlay zone shall include a concept site plan, building elevations, and renderings showing the proposed project for the subject site. Any concept plan presented to the planning commission and city council for approval shall first be reviewed by the development review committee to ensure the proposal is technically feasible.

2. *Site Plan.*

   a. Proposed development in the Planned Residential Development Overlay zone shall first submit a land use application for site plan approval. The applicant shall provide all requirements of the site plan to the city before the city considers the application submitted and before action is taken. The application for a site plan shall include all necessary fees and documentation required by this chapter.

   b. The applicant shall submit the site plan for a planned residential development according to site plan submittal requirements outlined in the Lindon City Land Development Policies, Standard Specifications and Drawings Manual (Development Manual). In addition to the items required in the Development Manual, a complete application shall include building elevations and renderings, open space percentages and landscape plan, site circulation, and project size and density. At that time the applicant shall pay a fee

in an amount established in the most recently adopted Lindon City Consolidated Fee Schedule. No development, construction, revisions, or additions shall take place on the site until the planning commission has approved the site plan, the site plan is considered finalized by the city, and the developer has obtained the appropriate permits. Applicants for amended site plans for planned residential developments shall follow the same procedures, pay the same fees, and be bound by the same development standards and requirements as applicants for site plans for planned residential developments. The planning director or designee has the authority to make minor amendments to the site plan where such amendments are in compliance with the ordinance and the site plan is not materially altered.

c. The procedure for site plan approval shall be as follows:

i. *Development Review Committee.* The planning department shall forward the proposed site plan to the development review committee for initial review. The development review committee shall review the site plan, civil engineering, and architectural designs while considering whether it complies with the Lindon General Plan and all city ordinances, resolutions, and policies. The site plan and architectural designs shall comply with the Lindon General Plan and all city ordinances, resolutions, and policies before the planning commission can review the application.

ii. *Planning Commission.* The planning commission shall review the site plan and be the land use authority for all site plans for planned residential developments. The planning commission shall consider whether the proposed site plan complies with city ordinances, resolutions, policies, Development Manual and the General Plan when reviewing a site plan for a planned residential development.

d. The applicant shall not amend or change any approved site plan without first following the procedure for approval of site plans.

e. The planning commission may impose conditions or require further studies of the site plan to mitigate dangerous hazards or evaluate impacts to public infrastructure or surrounding neighborhoods where there is substantiated evidence that a real safety hazard exists. (Ord. 2020-8 § 1, amended, 2020)

17.76.050 Final plat and improvement drawings.

1. The form and contents of the final plat and improvement drawings, where applicable, shall contain all of the requirements found in Chapter 17.32, Subdivisions – Special Requirements, and the Lindon City Development Manual. The final plat shall also contain the following information:

a. A designation of common areas, limited common areas, and private ownership areas.

b. For condominiums, three dimensional drawings of buildings and building elevations. In the case where the planned residential development is a condominium project, the developer shall submit a written statement by an attorney and architect who are licensed to practice in Utah. This written statement shall be the attorney's and architect's opinion that the condominium declaration, the subdivision plat and the

other supporting documentation comply in all respects with the Utah Condominium Ownership Act (UCA Sec. 57-8-1, et seq.) as well as all applicable federal, state and local laws and ordinances and that when the office of the Utah County Recorder has recorded the condominium declaration and final plat, the proposed project will be a validly existing and lawful condominium project in all respects.

c. Plat restrictions, lot restrictions, and other information required by the planning commission or city council.

2. Planned residential development site plans may be built in phases as long as each phase of a planned residential development complies with all of the requirements of this chapter. A phase of a planned residential development may not be less than twenty thousand (20,000) square feet.

3. The planning director shall approve the final plat of the planned residential development provided he/she finds that:

a. The applicant has redrawn the site plan to incorporate all the requirements as approved by the planning commission and city council and has submitted the corrected site plan with the final plat.

b. The applicant has incorporated all of the improvements and conditions of the approved site plan into the final plat.

c. The city engineer has marked the construction drawings of the planned residential development as finalized.

4. The city shall record the final plat after it obtains all of the required signatures and after it receives all of the required bonds, fees, and documents.

5. The procedure for subdivision shall be as follows:

a. The site plan must be approved by the planning commission before the final plat can be approved.

b. Subdivision approval shall be approved by the appropriate land use authority as found in Chapter 17.09.

c. The developer shall submit a land use application for final plat approval of all or part of the planned residential development together with all required fees. The final plat shall be prepared by the developer's surveyor and engineer.

d. The development review committee shall review the final plat and give their recommendations to the planning director.

e. The planning director is the final approving authority, after receiving approval from the planning commission and city council, for final plats and shall approve the application request if it meets the requirements of the approved site plan and all applicable city ordinances.

f. All applications shall meet the expiration time lines as found in Section 17.12.210 (Ord. 2020-8 § 1, renumbered, 2020. Formerly 17.76.070)

17.76.060 Building permits.

The city shall not issue a building permit for any project until the final plat has been recorded by the city. (Ord. 2020-8 § 1, renumbered, 2020. Formerly 17.76.080)

17.76.070 Completion and maintenance of site.

Every planned residential development shall conform to the approved site plan. The applicant or any other person or entity shall not add any buildings or make any improvements or changes to a planned residential development that did not appear on the approved site plan. The applicant and subsequent owners and applicable associations shall maintain all improvements shown on the site plan in a neat and attractive manner. Failure to complete or maintain a planned residential development in accordance with this chapter and with the approved site plan is a violation of the terms of this chapter. The city may initiate criminal and/or civil legal proceeding against any person, firm, entity or corporation, whether acting as principal, agent, property owner, lessee, lessor, tenant, landlord, employee, employer or otherwise, for failure to complete or maintain a planned residential development in accordance with this chapter and with the approved site plan. (Ord. 2020-8 § 1, renumbered, 2020. Formerly 17.76.100)

17.76.080 Development standards and requirements.

The city requires the following development standards for all planned residential developments:

1. *Compliance with Lindon City Code.* A proposed planned residential development shall comply with the requirements of this chapter, the Lindon City Development Manual, and with all applicable Lindon City Code provisions and with conditions imposed by the land use authority.

2. *Density.* A planned residential development shall not exceed ~~an average~~ a density of ten (10) dwelling units per gross acre. ~~Development phases with a density above ten (10) units to the acre shall be located adjacent to commercial uses. Densities shall be ten (10) units or less as a transition to low density single-family residential.~~ Highest density phases of the development shall be located adjacent to commercial uses. Where a development will connect to an existing and abutting single-family neighborhood or Residential R1-20 zone through street connections, the development shall be required to transition the density from ten (10) units per gross acres to six (6) units per gross acre and the density transition area shall be developed with only detached single-family lots that meet the lot size requirements of 17.76.030. The transition to six (6) units per acre shall be measured two hundred (200) feet from the street connection of the existing and abutting single-family neighborhood to the development. Where a density transition is required, the development shall provide a transect map to identify how the density transition requirement is met.

3. *Height.* No lot or parcel of land in a planned residential development approved pursuant to the Planned Residential Development Overlay zone shall have a building or structure used for dwelling which exceeds a

maximum average height of thirty-five feet (35') or two (2) stories, measuring the four (4) corners of the building from finished grade to the highest point of the roof structure. The planning director and chief building official shall be responsible for designating and identifying the four corners of a structure. No dwelling shall be erected to a height less than one (1) story above grade.

4. *Minimum Area.* The minimum area required for any planned residential development shall be twenty thousand (20,000) square feet.

5. *Maximum Area.* The maximum allowable size for any planned residential development shall be one (1) acre with no more than ten (10) units where development is not part of an existing or new commercial development. Lindon City has a number of deep commercial lots that front State Street. Residential may be allowed on the rear portion of these lots following the development and entitlement requirements in this chapter and when the following requirements are met:

a. To preserve the commercial intent, use and zoning along State Street, a three hundred foot (300') commercial depth shall remain and residential uses are not allowed within this depth. The Planning Commission and City Council may consider a reduction in this depth upon evaluating the following:

i. Viable commercial options remain for the site;

ii. A commercial lot is irregularly shaped;

iii. The reduction does not limit future redevelopment opportunities of the commercial property.

b. The area required for any planned residential development that is part of an existing or new commercial use shall be a minimum of one (1) acre.

6. *Building Types and Variety.* At least two (2) different building types shall be included in projects larger than two (2) acres and with multiple buildings. Buildings shall be differentiated from other building types through type of building, variations to building materials, color, rooflines, and the use of architectural features such as awnings, light fixtures and eave details.

7. *Setbacks.* The following building setbacks, as measured from property lines, for primary buildings shall apply in the Planned Residential Development zone:

a. For residential developments one (1) acre or less not including an existing or new commercial use as part of the project:

i. Front Setback: ~~Thirty~~ twenty-five feet (~~30~~ 25').

ii. Rear Setback: thirty feet (30').

iii. Side Setbacks: For attached units the setback between buildings is ten feet (10') and six feet (6') for a combined side yard setback of sixteen feet (16'). For interior units with common walls the

setback is zero feet (0'). For detached buildings the side setback is six feet (6') for a combined side yard setback of twelve feet (12').

b. For residential developments proposed for a property with new or existing commercial uses the below setbacks are required:

i. Buildings shall be set back a minimum thirty feet (30') from the abutting property line of any single-family residential or R1-20 zone and any commercial building.

ii. Side Setbacks: Ten feet (10') and six feet (6') for a combined side yard setback of sixteen feet (16'). For interior units with common walls the setback is zero feet (0'). When abutting the property line of any single-family residential the side yard shall be increased to thirty feet (30').

iii. Corner side setbacks: Twenty feet (20').

iv. Front: ~~Thirty~~ twenty-five feet (~~30'~~ 25'). The front setback may be modified by the land use authority where design items such as common open space, paseos or similar design features are proposed.

v. Rear: Thirty feet (30'). The rear setback may be modified by the land use authority where design items such as common open space or similar design features are proposed. Setbacks from abutting single-family residential may not be reduced.

8. *Utilities.* Compliance with the Development Manual and applicable Lindon City Code provisions regarding utility connections to residential units is required. The public sewer system and the public water supply shall serve all dwellings. All utilities shall be underground. The developer shall individually meter natural gas and electricity for each individual dwelling. No water or sewer lines shall be located under covered parking areas. Wall-mounted and ground-based meters, HVAC, and utility equipment serving a building shall be located as close to each other as possible and fully screened from view. Screening shall either be incorporated aesthetically into the design of the building, fencing or screened by landscaping.

9. *Fences.*

a. *Perimeter Fences.* A minimum seven-foot (7') masonry or concrete perimeter fence shall be required as a buffer when abutting single family residential or commercial uses. The planning commission may allow alternative materials and location and placement of perimeter fencing. Any fence erected around or within the development shall comply with Section 17.04.310, involving fencing standards. Any perimeter fencing shall have a consistent design throughout the project and shall consist of the same construction materials.

b. *Patio/Limited Common Area Fences.* A patio or limited common area adjacent to the rear of a dwelling unit may be enclosed with a six foot (6') high fence.

10. *Landscaping and Open Space.*

a. All land within a planned residential development not covered by buildings, driveways, sidewalks, structures, and patios shall be designated as common area and shall be permanently landscaped with trees, shrubs, lawn, or ground cover and maintained in accordance with good landscaping practice. All required setback areas adjacent to public streets shall be landscaped. All landscaping shall have a permanent underground sprinkling system.

b. Development greater than one (1) acre shall include common open space, according to the following standards:

i. At a minimum, twenty percent (20%) of the development site, excluding roads or private driveways and required setback areas, shall be in common open space. Setback areas that are in usable size segments and where a common amenity is provided can be counted towards the common open space requirement. The land use authority may approve a reduction in the open space requirement by twenty-five percent (25%) of the required open space square footage if the site is within one quarter mile, as measured at the closest property lines, of an existing Lindon City park or trail. Private balconies, porches, patios of a minimum sixty (60) square feet may be counted towards a maximum of ten percent (10%) of the required open space percentage;

ii. Open spaces shall include both active and passives spaces including plazas, courtyards, paseos, landscaped detention basins, playgrounds, pavilions, pools, spa, pool deck, or other areas that can be made into useable areas, and interior spaces available to residents as common area such as a clubhouse;

iii. Open spaces shall be designed to be an integral part of any development. A majority of the required open space shall be consolidated into a primary central and common open space area. Alternative and innovative open space options may be presented to the land use authority for consideration which accomplish the similar goal of open space being an integral part of any development. Buildings shall be designed around the common open space edge. Majority open spaces shall not be located in perimeter outlying areas of the development;

iv. Where appropriate, the planning commission may approve individual private yard areas in place of common open space. However, development with private open space shall have no loss of the required open space percentage:

1. Rear-loaded buildings shall provide private open space through porches, balconies, and small front yards;

2. Front-loaded units may provide private open space as enclosed rear yards.

v. Trees shall be planted along any property line abutting single-family residential with trees planted as a buffer every thirty feet (30'). Trees shall be a minimum two inch (2") caliper, measured one foot (1') above the ground and shall be at least six feet (6') in height. Tree species shall be planted as found in the Lindon City Tree Planting Guide. An eight foot (8') landscaped area shall be

provided for trees to be planted and allow for future tree growth. It shall be the responsibility of the property owner to maintain the trees in a healthy manner and to replace any trees that have died in order to maintain the buffer.

vi. Accent elements such as trellises, arches, arbors, columns, or low monument features shall be used to demarcate entrances to the development, common open spaces and paseos. Alternative accent elements may be approved by the land use authority.

11. *Lighting Plan.* All planned residential developments shall include a lighting plan and photometric study for parking lots, pedestrian walkways and buildings. The lighting plan shall be designed to:

a. Discourage crime;

b. Enhance the safety of the residents and guests of the planned residential development;

c. Prevent glare onto adjacent properties, and enhance the appearance and design of the project.

All planned residential development homeowner's associations and housing units are required to control and meter all outside lighting shown on the lighting plan except for front and back door lighting. The lighting plan shall designate which lighting shall be commonly metered to the association or owner.

12. *Parking.* There shall be a minimum of two (2) parking spaces provided for each dwelling. All units shall have a two-car garage. ~~At a minimum, sixty-five percent (65%) of the residential units shall have a garage capable of parking two (2) vehicles. Required off-street parking spaces shall not be permitted within the street-side yard setbacks.~~ There shall be a minimum of one half (½) parking space for each dwelling for guest parking within the development. Guest parking shall be located on the same lot, ~~or~~ parcel of the dwellings served or within the same development. ~~With approval of the land use authority, a development may count building unit driveways up to fifty percent (50%) of the required spaces toward meeting the guest parking requirement.~~ All parking spaces shall measure at least nine feet (9') by eighteen feet (18'). Developers shall pave with asphalt and/or concrete all parking spaces, parking areas, and driveways and provide proper drainage. Drainage shall not be channeled or caused to flow across pedestrian walkways. The architecture of all covered parking structures shall be the same as the architecture of the main buildings within the planned residential development.

~~a. Direct access to each parking space shall be from a private driveway and not from a public street unless otherwise granted by the planning commission based on the following guidelines:~~

~~i. Topography or other development constraints on the project area are such that a private drive is impractical to serve the project.~~

~~ii. Traffic volumes, safety, and visibility on the public roadway will not create a dangerous situation for direct parking stall access.~~

~~iii. No more than six (6) units shall directly access any public roadway.~~

a. All off-street parking spaces shall be approved by the planning commission which shall review traffic volumes and visibility on the public roadway to ensure that parking is not located in a safe manner;

b. Frontage on corner lots shall meet Title 17.18.110 to ensure that driveways are not within forty (40) feet of an intersection of a public street.

13. *Irrigation Systems.*

a. Where an existing irrigation system consisting of open ditches is located on or adjacent to or within one hundred feet (100') of a proposed subdivision, complete plans for relocation or covering or other safety precautions shall be submitted with an application for preliminary approval of a plat.

b. All pressure irrigation systems in or within one hundred feet (100') of a proposed subdivision shall be identified and otherwise color-coded as to pipe and valve color to meet state standards and regulations.

14. *Solid Waste Receptacles.* All solid waste receptacles which are not located within a building shall be enclosed on at least three sides with similar materials as used on the exterior of the main structures within the planned residential development. Central waste receptacles shall only be permitted within a trash enclosure which meets standards found in the Development Manual. Trash enclosures shall be located in the side or rear of the dwelling units, but not the streetside, and must be accessible for garbage trucks.

15. *Architectural and Façade Designs.* The treatment of building design, materials and exteriors shall be architecturally and aesthetically pleasing and have unique individual feel and sense of place, while still being architecturally compatible with the surrounding buildings and properties. Buildings within developments shall have a variety of building materials to architecturally set them apart and to create unique and separate buildings. Both vertical and horizontal elements shall be used, as appropriate, to give variety and architectural detail. Side façades of buildings shall typically receive equal design consideration, particularly when fronting common open spaces, public ~~or private~~ streets, and development entrances. The following architectural design requirements shall be applied:

a. Buildings shall contain more than a single-color application and more than a single material application.

b. *Building Materials.*

i. The following materials may be used as the primary exterior materials of a building consisting of at least sixty percent (60%): wood clapboard, cementitious fiber board, wood board and batten, wood siding, brick, stone, or similar material as approved by the land use authority. The following secondary materials may be used: cementitious fiber board, brick, wood, stone, glass, architectural metal panel, or similar material as approved by the land use authority.

ii. EIFS or stucco may be used for up to thirty percent (30%) on the front façade of a building and forty percent (40%) of a side façade when facing a public ~~or private~~ street, development entrance or common open space. EIFS and stucco do not have a maximum percentage on the remaining side and

rear façades when not fronting on a public ~~or private~~ street, development entrance or common open space.

c. Each building shall include varied wall plains, recesses, or similar façade design to incorporate wall variation.

d. Changes in materials and color shall correspond to variations in building mass or shall be separated by a building element.

e. Buildings shall incorporate a variety of materials and architectural elements to provide variation among the building types.

f. Eaves and rooflines are encouraged to emphasize vertical proportions. They shall be broken up with gables, building projections, and articulation to emphasize the individual quality of the units.

g. Garage doors shall be designed consistent with the overall style of the building. Material, pattern, and, color to be coordinated with the architectural style. Garages shall be recessed from wall plane. Where garage doors are flush with façades, the façade shall feature upper level building projections and decorative building elements such as trellises to provide interest and relief. For buildings with front loading garages, garage doors shall include windows to add variety to the door.

h. Stucco-textured foam trim molding shall not be used as the only application to enhance building façades.

i. All windows along the front façade shall incorporate at least one (1) of the following:

i. Mullions and/or transoms;

ii. Trim or molding at least four inches (4") in width;

iii. Canopies, shutters, or awnings proportional to window size;

iv. Recessed inset from the front façade by at least two inches (2").

j. The front façade of any residential building shall not face or front the rear yard or side yard of a single-family home.

16. *Roof Pitch.* All buildings shall have a pitched roof consistent with the overall architectural style of the building.

17. *Homeowner's Association.* The applicant shall establish a homeowner's association for every planned residential development containing common or limited common property with more than one (1) owner for the purpose of maintaining the planned residential development. The homeowner's association, the individual property owners, and tenants shall maintain the PRD (planned residential development) in accordance with the approved site plan.

18. *Existing Homes.* No planned residential development shall include an existing single-family dwelling. If a single-family dwelling exists on the property where a planned residential development is proposed, the applicant shall plat separately a lot containing the home. The plat shall comply with the requirements of the Lindon City Development Manual.

19. Each attached unit must contain enhanced sound attenuation and sound mitigation construction.

20. *Pedestrian Connections.*

a. The project site plan and development ~~must connect each separate building with~~ shall include sidewalks on both sides of the street that meet specifications as found in the Lindon City Policies, Stand Specifications, and Drawings Manual. ~~i~~Internal concrete walkways are required to provide safe and convenient pedestrian access to common areas and amenities. The width of internal walkways that are adjacent to parking stalls shall be no less than five feet (5'). The width of internal walkways that are not adjacent to parking stalls shall be no less than four feet (4').

b. To the extent possible, developments shall make at least one (1) pedestrian access connection to a public street right-of-way.

21. *Frontage, Orientation and Entrances.*

a. Building entrances shall, to the extent feasible, front onto streets, private driveways designed as streets or common open spaces. Where an end unit fronts onto a street or private driveway designed as a street, center block residences may front onto a common open space, courtyard, paseo or landscaped pedestrian way;

b. In order to create neighborhood connections, all residential buildings shall have expansive windows, entryways, balconies, terraces or other architectural design features which are oriented to the street, pedestrian way or common open spaces;

c. Building entrances shall be the primary feature of the front façade and identify access to individual units;

d. Stoops or front porches, raised a minimum of one foot (1') above the adjacent grade, shall be provided at entrances that face a street, paseo, common open space area, or other public space.

22. *Access and Streets.*

a. Development access shall be identified on the site plan and subdivision plans. New public streets shall follow the Lindon City Streets Master Plan Map. Projects may be accessed through existing or new commercial developments when appropriate easements or land is secured for access. Proposed developments shall not remove existing single-family homes for access connections to adjacent neighborhoods.

b. All streets within the development shall be public streets with a minimum asphalt width of twenty-nine (29) feet that meet specifications as found in the Lindon City Policies, Stand Specifications, and Drawings Manual. ~~The minimum width for private streets shall be twenty-four feet (24') if residential buildings are less than thirty feet (30') in height. For residential buildings thirty feet (30') or greater in height, the minimum private street width is twenty-six feet (26'). Where a street includes public utilities, the minimum street width shall be twenty-nine feet (29'), constructed to a public street standard as found in the Lindon City Development Manual, and dedicated to Lindon City. Hard surfacing for both private and public streets shall not include the gutter when determining minimum street widths.~~ (Ord. 2020-8 § 1, renumbered, 2020. Formerly 17.76.110)

c. Where a development will connect to an existing and abutting single-family neighborhood or a Residential R1-20 zone through street connections, the city engineer shall evaluate traffic calming measures in order to minimize traffic impacts.

23. Commercial Improvements

a. Where the residential development is part of an existing commercial development, the site for the commercial portion of the development shall be reviewed by the land use authority as part of the approval process. To the extent feasible, the commercial site shall be brought into compliance with site development standards as found in Title 17 and the Lindon City Development Manual.

b. New Commercial development shall follow the development requirements for new commercial as found in Title 17 and the Lindon City Development Manual.

SECTION TWO: Severability.

Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE: Effective Date.

This ordinance shall take effect immediately upon its passage and posting as provided by law.

PASSED AND APPROVED AND MADE EFFECTIVE by the City Council of Lindon City, Utah, this _____ day of _____ 2022.

_____,
CAROLYN LUNDBERG

Lindon City Mayor

ATTEST:

_____,_

Kathryn Moosman
City Recorder

11. Recess to Lindon City Redevelopment Agency Meeting (RDA) *(5 minutes)*

Sample Motion: I move to recess the Lindon City Council meeting and convene as the Lindon City RDA.

Call Lindon City RDA to order, then review RDA minutes & agenda items.

Notice of Meeting of the
Lindon City Redevelopment Agency

The Lindon City Redevelopment Agency will hold a meeting beginning at **5:15 p.m. on Monday, July 18, 2022** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

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

Conducting: Carolyn Lundberg, Board Chair

(Review times are estimates only)

1. **Call to Order / Roll Call** *(5 minutes)*

2. **Approval of RDA minutes from June 20, 2022** *(5 minutes)*

3. **Review and Action: Resolution #2022-9-RDA.** The RDA Board of Directors will review and consider Resolution #2022-9-RDA approving the Lindon Park CRA Participation Agreement with Doug Smith Autoplex, Inc. *(10 minutes)*

Adjourn and reconvene the Lindon City Council meeting.

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 801-300-8437, giving at least 24 hours notice.

CERTIFICATE OF POSTING:
I certify that the above notice and agenda was posted in three public places within the Lindon City limits and on the State (http://pmn.utah.gov) and City (www.lindoncity.org) websites.
Posted by: /s/ Kathryn A. Moosman, City Recorder, MMC
Date: July 13, 2022; Time: 5:00 p.m.; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Justice Court, Lindon Public Works, Lindon Senior Center

The Lindon City Redevelopment Agency held a meeting on **Monday, June 20, 2022** beginning at approximately 6:10 pm in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

Conducting: Carolyn O. Lundberg, Chairman

PRESENT	**ABSENT**
Carolyn Lundberg, Chairman	Jake Hoyt, Boardmember
Van Broderick, Boardmember	
Randi Powell, Boardmember	
Mike Vanchiere, Boardmember	
Daril Magleby, Boardmember	
Adam Cowie, Executive Secretary	
Kathryn Moosman, City Recorder	

COUNCILMEMBER POWELL MOVED TO RECESS THE MEETING OF THE LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY REDEVELOPMENT AGENCY AT 6:10 P.M. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

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

Chairman Lundberg	Aye
Boardmember Broderick	Aye
Boardmember Powell	Aye
Boardmember Vanchiere	Aye
Boardmember Magleby	Aye

2. **Review of Minutes** – The minutes of the RDA meeting of June 6, 2022 were reviewed.

BOARDMEMBER POWELL MOVED TO APPROVE THE MINUTES OF THE LINDON CITY RDA MEETING OF JUNE 6, 2022 AS PRESENTED. BOARDMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BRODERICK	AYE
BOARDMEMBER MAGLEBY	AYE
BOARDMEMBER VANCHIERE	AYE
BOARDMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS –

3. **Public Hearing — FY2023 Final Budget; Resolution #2022-7-RDA.** The RDA Board of Directors will receive public comment on the final Lindon City Redevelopment Agency (RDA) budget for Fiscal Year (FY) 2023. The tentative RDA budget for FY2023 was adopted after holding a public hearing on March 21, 2022. A public hearing was held on May 16, 2022 where the proposed budget was adopted and issues were discussed in detail. The Board of Directors will act to

approve the final budget for FY2023, amend the budget for FY2022, and approve an agreement for services between the RDA and Lindon City for administrative services. *(10 minutes)*

BOARDMEMBER BRODERICK MOVED TO OPEN THE PUBLIC HEARING. BOARDMEMBER POWELL SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Kristen Colson addressed the Board of Directors at this time. Ms. Colson stated for the RDA the Board will be reviewing for approval the budget amendment for the FY2022 RDA and also the FY2023 budget for the RDA.

Chairman Lundberg called for any public comments. Hearing none she called for motion to close the public hearing.

BOARDMEMBER POWELL MOVED TO CLOSE THE PUBLIC HEARING. BOARDMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Chairman Lundberg called for any further comments or discussion from the board. hearing no further comments, she called for a motion.

BOARDMEMBER BRODERICK MOVED TO APPROVE RESOLUTION #2022-7-RDA ADOPTING THE FY2023 FINAL RDA BUDGET AS PRESENTED. BOARDMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BRODERICK	AYE
BOARDMEMBER POWELL	AYE
BOARDMEMBER VANCHIERE	AYE
BOARDMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

3. **Review & Action: Diversion of Property Tax for a Community Reinvestment Project Area; Lindon Park CRA - RDA Resolution 2022-8-RDA**. The RDA Board of Directors will review and consider Resolution 2022-8-RDA approving an interlocal cooperation agreement between the agency and Lindon City for the Lindon Park Community Reinvestment Project Area. *(10 minutes)*

Mike Florence, Community Development Director turned the time over to Mr. Rob Sant with LYRB for this agenda item. Mr. Sant noted the RDA is currently drafting and negotiating a Participation Agreement with DJ Smith Investments, LLC to outline the terms and conditions of the financial participation by the RDA and other joint commitments. He noted this Participation Agreement will be brought forward for RDA Board approval at a future meeting later this summer.

Mr. Sant stated this action tonight is to approve the interlocal cooperation agreement between the agency and Lindon City for the Lindon Park Community Reinvestment Project Area. He then highlighted the main points of the agreement.

Mr. Cowie noted for the record, they have initiated and sent a copy of the draft agreement to DJ Smith Investments, LLC. Mr. Cowie also pointed out everything is post performance with this agreement.

Chairman Lundberg called for any further comments or discussion from the board. hearing no further comments, she called for a motion.

BOARDMEMBER POWELL MOVED TO APPROVE RESOLUTION #2022-8-RDA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND LINDON CITY FOR THE LINDON PARK COMMUNITY REINVESTMENT PROJECT AREA AS PRESENTED. BOARDMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BRODERICK	AYE
BOARDMEMBER VANCHIERE	AYE
BOARDMEMBER POWELL	AYE
BOARDMEMBER MAGLEBY	AYE

THE MOTION CARRIED UNANIMOUSLY.

ADJOURN -

BOARDMEMBER POWELL MOVED TO ADJOURN THE MEETING OF THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY COUNCIL AT 6:23 P.M. BOARDMEMBER MAGLEBY SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – July 18, 2022

_____
Adam Cowie, Executive Secretary

_____
Carolyn O. Lundberg, Chairman

DRAFT

(See RDA agenda)

- *Call to Order*
- *Review & approve Minutes.*

3. **Review and Action: Resolution #2022-9-RDA.** The RDA Board of Directors will review and consider Resolution #2022-9-RDA approving the Lindon Park CRA Participation Agreement with Doug Smith Autoplex, Inc. *(10 minutes)*

Sample Motion: I move to (approve, continue, deny) Resolution #2022-9-RDA approving the Lindon Park CRA Participation Agreement with Doug Smith Autoplex, Inc. (as presented, or with changes).

- -

Sample Motion: I move to adjourn the Lindon RDA meeting and reconvene the Lindon City Council meeting.

July 18, 2022

Lindon City Redevelopment Agency –

Doug Smith Autoplex has reviewed the participation agreement and is in concurrence to enter into a participation agreement with the Lindon City Redevelopment Agency. Attached is a resolution for the RDA authorizing and approving the tax increment participation agreement between the RDA and Doug Smith Autoplex.

Doug Smith Autoplex has received authorization from Kia to locate to the Lindon and closed on the property. They are also actively working with Kia on architectural design.

Overview

Under the participation agreement, Doug Smith Autoplex agrees to the following:

- The auto dealership will open and begin operating the auto dealership on the property before December 31, 2024

The Lindon City Redevelopment Agency agrees to the following:

- $250,000 from RDA #3 to pay for construction costs to relocate the existing storm drain
- The agency commits to paying property tax increment for a period of 15 years or a tax incentive reimbursement cap amount of $679,000, whichever comes first. The tax reimbursement cap is a combination of property and sales tax.
- The agency will pay the sales tax incentive above $125,000 generated by the taxable sales to the dealership for 5 years, or until the reimbursement cap amount is reached, whichever comes first.
- The total post-performance tax incentive is $929,000

Exhibits

1. Resolution and Participation Agreement

RESOLUTION NO. 2022-9-RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY OF LINDON CITY AUTHORIZING AND APPROVING THE TAX INCREMENT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND DOUG SMITH AUTOPLEX, INC, (DBA DOUG SMITH KIA) RELATED TO THE LINDON PARK COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into a Tax Increment Participation Agreement (the "Agreement") with Doug Smith Autoplex, Inc, (dba "Doug Smith Kia") related to the collection and distribution of tax increment funds within the Lindon Park Community Reinvestment Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF LINDON CITY, AS FOLLOWS:

1. The Agreement between the Agency and Doug Smith Kia, substantially in the form attached hereto as **Exhibit A**, is approved in final form and shall be executed for and on behalf of the Agency by the Chair of the Agency Board.

2. The Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. A duly executed original counterpart of the Agreement shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.

4. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Governing Board of the Agency this _____ day of July, 2022.

_____
Chair,
Redevelopment Agency of Lindon City

Attest:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
Attorney for the Agency

EXHIBIT A

AGENCY-DOUG SMITH KIA TAX INCREMENT PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT

This **PARTICIPATION AGREEMENT** (this "Agreement) is entered into as of ____ day of _____, 2022, between **DOUG SMITH AUTOPLEX, INC, (DBA Doug Smith Kia),** a Utah limited liability company, 2438 E. Bramble WY, Salt Lake City, Utah 84117 (the "Company") and the **REDEVELOPMENT AGENCY OF LINDON CITY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"):

RECITALS:

A. The Company currently owns certain real property known currently as Utah County parcel id no. 17:015:0121 (the "Property"), which Property is located within the boundaries of a community reinvestment area created by the Agency and known as the Lindon Park Community Reinvestment Project Area (the "Project Area");

B. The Company intends to construct, open and operate an auto dealership on the Property, which would be of great benefit to the Project Area and to Lindon City (the "City") and its residents;

C. The Company has presented to the Agency sufficient information, including development plans and alternatives, and a projected financing pro forma, showing justification for the Agency's participation in the opening of an auto dealership on the Property;

D. The Agency has adopted and authorized the Lindon Park Community Reinvestment Plan and Budget (the "Plan" and "Budget"), which in connection with Utah Code Ann. § 17C-1-405, authorizes the Agency to collect and use tax increment and other agency funds for, among other things, the purposes of this Agreement;

E. Due to its location within the Project Area, the Property generates tax increment and other agency funds that may be diverted to the Agency under the Plan and as provided in Utah Code Ann. § 17C-5-202;

F. The Agency has entered into an Interlocal Cooperation Agreement (the "City Interlocal Agreement") with the City in the Project Area under which, in summary, the City has agreed that the Agency is entitled to receive a portion of the incremental property tax revenues generated on the Property;

G. The City has agreed that the Agency is entitled to receive a portion of the sales tax revenues generated from taxable sales on the Property and paid to the City, in an amount sufficient to enable the Agency to meet its potential payment obligations to the Company under this Agreement relating to sales tax revenues; and

H. The Agency is, subject at all times to the prior performance of the Company as described below, willing to provide a portion of the incremental property tax and sales tax revenues generated from the Property (and actually received by the Agency each year) to the Company in order to open and operate an auto dealership on the Property.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, the parties hereby agree as follows:

1. **Company Commitments.** Notwithstanding anything in this Agreement to the contrary, the Company shall not be entitled to receive any payment(s) from the Agency under this Agreement unless the Company satisfies, and continues to satisfy during the term of this Agreement, and the Company agrees to perform, each of the following conditions precedent:

a) Prior to receiving any payments, the Company agrees to submit documentation outlining the public improvements and other development costs associated with the need of Agency funds;

b) The Company opens and begins operating an auto dealership on the Property before December 31, 2024;

c) The Company causes the auto dealership on the Property to remain open for regular business from day-to-day for the duration of this Agreement, meaning that the auto dealership operates consistently and regularly, without prolonged interruption unless the interruption is caused by acts or events entirely beyond the ability of the Company to control or influence, according to usual and customary business practices for other auto dealerships located in Utah County; and

d) The Company timely and properly pays all taxes assessed on or generated from the Property, including but not necessarily limited to real property, personal property, *ad valorem*, and sales taxes, to the appropriate taxing authorities

2. **Post-Performance Tax Incentives.** The Agency agrees to contribute to the Company the following financial incentives, on a reimbursement basis, for a portion of the costs of acquiring the Property and operating an auto dealership on the Property:

a) Distribution of Funds from RDA #3 Fund Balance.

i. Within 30-days of Certificate of Occupancy (COO) issuance, the Agency will pay to the Company, a one-time payment of $250,000 from the RDA #3 fund. The Company shall submit an invoice to the Agency for the remittance of these payments.

b) Annual Incremental Property Tax Payment.

i. The Agency will pay to the Company on an annual basis, solely from incremental property tax revenues actually received by the Agency under the Taxing Entity Interlocal Agreements, an amount equal to 87% of the incremental property tax revenue generated from the Property and actually received by the Agency each year, for the life of the Project Area, which is anticipated to be up to fifteen (15) years, or until a reimbursement cap amount of $679,000 (the "Reimbursement Cap Amount") is reached, whichever comes first. (The Reimbursement Cap Amount can consist of both property taxes and sales taxes.) For clarification purposes, incremental property tax revenues are based on the taxes collected off the incremental assessed values of the property. The incremental assessed value is calculated by taking the current year's assessed value for each parcel and subtracting the base year value of the respective parcel. The base year value for the Property is:

- Parcel 17:015:0121 - $3,198,000

c) Annual Sales Tax Payment.

i. The Agency will pay to the Company on an annual basis, solely from sales tax revenues actually received by the Agency under the City Interlocal Agreement, an amount equal to any Local Sales and Use Tax Revenue above $125,000 generated by the gross taxable sales at the Property and actually received by the City and paid to the Agency each year, for a period of five (5) years, or until the Reimbursement Cap Amount is reached, whichever comes first.

ii. The total Post-Performance Tax Incentive of $929,000 is based on the projected shortfall needed to acquire and improve the Property, in order to operate an auto dealership. To receive any financial incentives, the construction on the Property must commence and be completed by December 31, 2024.

3. **Timing of Annual Incentive Payments.** The Agency will make the first Annual Incremental Property Tax Payment within thirty days after the Agency receives from Utah County (the "County") the tax increment payment as outlined in the Taxing Entity Interlocal Agreements. For informational purposes, it is estimated the Agency will receive this payment from the County in March and will likely pay the Annual Property Tax Payment in April each year. The Annual Property Tax Payment shall be based on the property tax revenue generated on the Property for the previous tax year. So, for example, the first Annual Property Tax Payment will be made in approximately April 30, 2025, and the payment will apply to the property tax generated from the 2024 property taxes payments, and so on for each successive year for the life of the Project Area, or until the Property Tax Reimbursement Cap Amount is reached, whichever comes first. The Company shall submit an invoice to the Agency for the remittance of these payments.

The Agency will make the first Annual Sales Tax Payment within thirty days after the Agency receives from the City the sales tax payment as outlined in the City Interlocal Agreement. For informational purposes, it is

estimated the Agency will receive this payment from the City in February, which means the Agency will likely pay the Annual Sales Tax Payment around March or April each year. The Annual Sales Tax Payment shall be based on the sales tax revenue generated on the Property for the previous tax year. So, for example, the first Annual Sales Tax Payment will be made in approximately March or April of 2025, and the payment will apply to the sales tax generated from January 1, 2024, to December 31, 2024, and so on for each successive year for a total of five years, or until the Sales Tax Reimbursement Cap Amount is reached, whichever comes first. The Company shall submit an invoice to the Agency for the remittance of these payments.

4. **Agency Authority.** The Company acknowledges that the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from Lindon City, for the purpose of, among other things, promoting the urban renewal, economic development, community development & community reinvestment in the City. The Company acknowledges that Lindon City is not a party to this Agreement and Lindon City will not have any duties, liabilities or obligations under this Agreement. The Company understands that the Agency has no independent taxing power, and therefore the Agency's sole source of revenue is incremental property tax and sales tax revenues provided by the City under an interlocal cooperation agreement. If Utah law is amended or superseded by new law to reduce or eliminate the amount of revenues to be paid to the Agency, the Agency's obligation is to pay the Annual Post Performance Incentive Tax Payments to the Company shall be accordingly reduced or eliminated. Similarly, if a court of competent jurisdiction declares that the Agency cannot receive incremental property tax or sales tax revenues, or make payments to the Company from incremental property tax or sales tax revenues as provided in this Agreement, or takes any other action which eliminates or reduces the amount of incremental property tax or sales tax revenues paid to the Agency, the Agency's obligation to make Annual Post Performance Incentive Tax Payments to the Company shall be accordingly reduced or eliminated.

5. **Agreement Term/Breach/Termination.** This Agreement shall automatically terminate and expire upon payment of the final Annual Post Performance Incentive Tax Payment or until the Property Tax and Sales Tax Reimbursement Cap Amounts have been reached, whichever comes first. This Agreement may also be terminated earlier as follows: Upon the material breach of this Agreement by either party, the non-breaching party may provide notice to the breaching party. The breaching party shall have 30 days to cure the breach, and if the breach is not cured, the non-breaching party may then terminate this Agreement by providing notice to the breaching party.

6. **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns. The Company may assign this Agreement so long as the assignee is equally as qualified as the Company to operate an auto dealership on the Property and to comply in all other respects material to this Agreement, and assignees signs an Assignment and Assumption Agreement with the Agency prior to assignment of rights and obligations under the Agreement.

7. **Amendments.** Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Company and the Agency.

8. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Utah, and any action pertaining hereto shall be brought in the applicable state or federal court having jurisdiction in Utah County, Utah.

9. **Incorporation of Recitals and Exhibits.** The above recitals and each of the Exhibits attached hereto are hereby incorporated and made an integral and binding part of this Agreement.

10. **Further Assurances.** The Parties hereto shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

11. **Indemnification.** The Company shall indemnify, defend (with counsel of the indemnitee's choosing), and hold the Agency and Lindon City (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Company (including its officers, directors, agents, employees, contractors, and consultants) upon or in connection with the Property of in connection in any way with this Agreement.

12. **Third-Party Beneficiaries.** Except for Lindon City which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the Agency and the Company and there are no intended third-party beneficiaries.

13. **Nonliability of Officials or Employees.** No director, officer, agent, employee, or consultant of the Agency or the Company shall be personally liable to the other party hereto, or any successor in interest, in the event of any default or breach by the Agency or Company or for any amount which may become due to the Company or its successors or on any obligations under the terms of this Agreement.

14. **No Legal Relationships.** The parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph.

(The remainder of the page is intentionally left blank.)

THIS AGREEMENT IS EXECUTED to be effective as of the day and year first above written.

AGENCY: REDEVELOPMENT AGENCY OF
LINDON CITY,
a Utah political subdivision

By: _____
Carolyn O. Lundberg, Agency Chair

_____
Adam M. Cowie
Agency Secretary

COMPANY: DOUG SMITH AUTOPLEX, INC
a Utah company;

By: _____
Name:
Title:

ATTEST:

_____

12. Discussion Item — Golf Cart use on Public Streets. Lindon City Chief of Police, Mike Brower, will present information on this matter for consideration by the City Council.

(15 minutes)

This item is for discussion purposes only with no motion needed.

DISCUSSION ITEM: GOLF CARTS ON CITY ROADS

Overview

This presentation provides a basic background on the municipalities ability to create an ordinance related to the use of golf carts on city roads, public safety impacts, research of other entities with ordinances, and additional resources for consideration.

Background / HB 184:

Request made by City of Elk Ridge to utilize golf carts in golf community (Gladstan Golf Course) and transportation throughout the city. Bill was signed into law in 2020 with certain provisions.

Utah Code Section 41-6a-1510 Overview:

1. Must comport with §10-8-30 (this section simply says cities are authorized to pass ordinances controlling traffic on their roads)
2. If allowed by municipality, an ordinance must designate:
   a. Where a golf cart can be driven (trials/parks/roads).
   b. Who may operate a golf cart.
   c. Hours when a golf cart may be driven.
3. Exemptions that apply to golf carts:
   a. Not required to have title documents, an odometer, or license plate/registration.
   b. No Emissions Inspection required.
   c. No Insurance required.
   d. No vehicle tax can be imposed.
4. Golf Carts are only required to comply with traffic rules for a bicycle (which, we need to remember, now do not require a bicyclist to stop at a stop sign if intersection is clear. 41-6a-1105 (5) (b).
5. DUI and Open Container laws would still apply to golf carts

Utah Code Section 41-6a-1105. Operation of bicycle or moped on and use of roadway.

(1) A person operating a bicycle or a moped on a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as near as practicable to the right-hand edge of the roadway except when:

(2) A person operating a bicycle or moped on a highway shall operate in the designated direction of traffic.

(5) (b) Except as provided in Subsection (6), an individual operating a bicycle approaching a stop sign may proceed through the intersection without stopping at the stop sign if:

(i) the individual slows to a reasonable speed; and

(ii) yields the right-of-way to:

(A) any pedestrian within the intersection or an adjacent crosswalk;

(B) other traffic within the intersection; and

(C) oncoming traffic that poses an immediate hazard during the time the individual is traveling through the intersection.

Research:

Eight-year study (2011 – 2019) in Florida community on golf cart crashes.

- "Of all crashes, 48% resulted in hospitalization, severe trauma, or death."
- Ejection occurred in 27% of the crashes.
- "Virtually all death and disability occurred within the setting of GC used on streets or road pathways".

Following data obtained through a 2007 – 2017 study. (Journal of Safety Research)

- An estimated 156,040 people were treated at emergency departments for golf cart related injuries.
- Patients ranged in age from 5 months to 96 years old.

Falls from golf carts and cart overturns are leading causes of injury.

- Many injuries result in lack of safety features (seat belts, mirrors, lights, front brakes, etc.)
- Infants and young children riding without seat belts, doors, or other child restraints.

Other Municipalities \ Ordinances:

A vast majority of municipalities do not allow the use of golf carts on city streets and follow Utah Code 41-6a-1509 for street legal "all-terrain vehicles".

The discussion of golf carts on city streets has been discussed in recent Chief's and City Attorney meetings. The lack of safety equipment is a primary reason most entities cited for not adopting an ordinance.

The City of Lindon does not allow the use of golf carts on City Park and Trails. Previous damage to lawns on city parks and a crash involving injuries were driving factors for not allowing them. A golf cart's width prevents their use on trail systems.

In searching ordinances for other municipalities, Elk Ridge appears to be the only one in Utah County with a current ordinance allowing the use golf carts on city streets.

The following cities have ordinances allowing the use of golf carts on city streets. They vary on restrictions.

Elk Ridge. "No person under the age of sixteen (16) may operate a golf cart on any city street, roadway, trail, public or quasi-public space."

Centerville. Carts "shall" have basic safety equipment, including vehicle identification or serial number, rear view mirror, and plainly visible rear reflectors. "The operator assumes all liability for the vehicle and its passengers."

Hurricane. Would allow golf cart use only on roads under 35 mph. Golf cart drivers would have to be 18 years or older.

Public Safety:

From a public safety perspective, the mechanism of injury for occupants involved in a crash is of concern due to lack of safety features (doors, seat belts, lights, mirrors, front braking systems, etc.).

Maintaining balance on golf carts and avoiding sharp turns help prevent them from tipping over. Overloading golf carts with people and/or equipment are major contributors of tipping crashes.

Liability. Who would be financially responsible for damage/injuries, especially if insurance is not required?

The convenience and efficiency of utilizing golf carts is appealing, but it does not outweigh the potential safety and liability issues. Public safety being the driving factor, it is my opinion we follow Utah Code 41-6a-1509 which provides equipment and safety requirements for "street-legal" vehicles.

Respectfully,

Chief Mike Brower

References:

Utah Code 41-6a-1509. Street-legal all-terrain vehicles:

https://le.utah.gov/xcode/Title41/Chapter6a/41-6a-S1509.html

Elk Ridge Ordinance:

https://codelibrary.amlegal.com/codes/elkridgeut/latest/elkridge_ut/0-0-0-2249#JD_6-1-4

Centerville Ordinance:

https://centerville.municipalcodeonline.com/book?type=ordinances#name=14.07.240_Golf_Carts

Hurricane Ordinance:

https://library.municode.com/ut/hurricane/codes/code_of_ordinances?nodeId=TIT7PUWAPR_CH1STSIPUWA_S7-1-9GOCA

2008 American Journal of Preventative Medicine.

https://www.researchgate.net/publication/5314551_Golf_Cart-Related_Injuries_in_the_US

2007-2017, data from the National Electronic Injury Surveillance System.

https://www.researchgate.net/publication/343755636_Analysis_of_death_and_disability_due_to_golf_cart_crashes_in_The_Villages_Florida_2011-2019

Lindon City Code 12.04.040

It is unlawful for any person to drive or operate a motorized vehicle (excluding electric-assist bicycles, skateboards, and scooters) upon any sidewalk, trail, or pedestrian way, except across a sidewalk at established crossings. (Ord. 2018-13 § 1, amended, 2018; Prior code §15-4)

13. **Review & Action — Center Street Enhancements.** The Council will review and consider planned public improvements to Center Street based on prior discussions. City Engineers will present the items for final approval to move forward with design and construction. *(30 minutes)*

    Sample Motion: I move to (approve, deny, continue) approve the planned public improvements to Center Street (as presented, or with changes).

Yellow circles on map below represent street light locations.

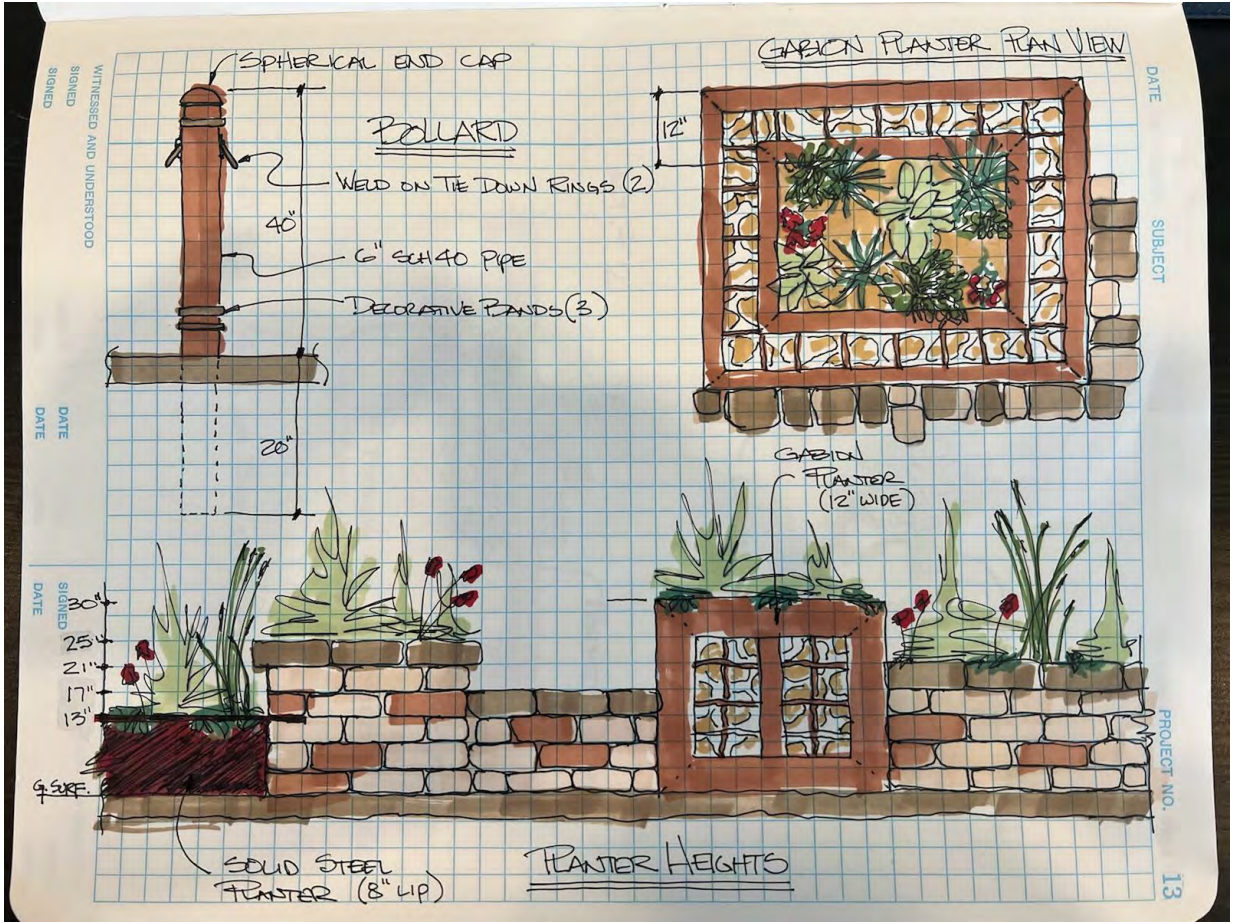
Planter boxes proposed at intersections of Main, 200 E., 400 E.

NORTH
0 25 50 100 200
MAIN
MAIN
100 E
200 E
400 E
500 E
550 E
630 E
700 E
725 E
850 E
900 E
900 E

Center Street

Planters

Lindon City Council Meeting
18 July 2022



Lehi Main Street - Original Concept Drawings

Lehi Main Street

Gunnison Main Street

14. **Review & Action — Secondary Water Meters project; Brass Fitting Accessories Bid Award.** The Council will review and consider awarding the bid for brass fittings (associated with the secondary water meters) to Peterson Plumbing in the amount of $292,608.00. *(5 minutes)*

    Sample Motion: I move to (approve, deny, continue) the bid for brass fittings associated with the secondary water meters and award the bid to Peterson Plumbing in the amount of $292,608.00 (as presented, or with changes).

LINDON CITY PUBLIC WORKS
946 WEST CENTER STREET
LINDON, UTAH 84042

LINDON PUBLIC WORKS

TEL 801-796-7654
FAX 801-796-5855
WWW.LINDONCITY.ORG

NOTICE OF AWARD Dated: July 18, 2022

Project: Brass fittings for Secondary Water Meters	Owner: Lindon City Corporation
Awarded to: Peterson Plumbing Supply	Contact: Brad Christensen
Address: 1036 North 1430 West Orem, UT 84057	Email, Phone Number: brad@petersonplumbingsupply.com 801-434-9700

You are notified that your Proposal 3-2852572 dated June 27, 2022 for the above project has been considered. You are the successful candidate and are awarded a contract for the **Lindon City brass fittings purchase (for secondary water meter connections).**

The equipment includes the number of items specified on the Lindon City Purchase Requisition document submitted to the City Council for approval on the July 18, 2022 meeting.

The Contract price is $292,608.00 (Two hundred ninety-two thousand six hundred eight dollars and no cents)

Lindon City
_____
Owner

Carolyn O. Lundberg, Mayor
By: _____

_____
(signature)

LINDON

LINDON CITY CORPORATION
100 NORTH STATE STREET
LINDON, UT 84042
CITY OFFICES 801-785-5043
PUBLIC WORKS 801-796-7954

PURCHASE ORDER REQUEST FORM

REQUESTED BY: Juan Garrido DATE: 7/1/2022

DEPARTMENT: Water

G/L NUMBER(S) 51-40-480

VENDOR Peterson Plumbing

ADDRESS 1036 N 1430 W
Orem, UT 84057

EMAIL/Phone # 801-434-9700

Qty	Description	Unit Price	Extended Price
1	Secondary Water Meter Project Connecting Hardware	$ 292,608.00	$ 292,608.00
	2400 1" Ball Valve Compression to Meter Nut		
	2400 1" Coupling MIP to Meter Nut		
		Total	$ 292,608.00

Juan Garrido

LINDON

LINDON CITY
PURCHASE REQUISITION

VENDOR'S NAME, ADDRESS, AND PHONE	
1.	Peterson Plumbing
	1036 N 1430 W
	Orem, UT 84057
	801-434-9700
2.	Ferguson Waterworks
	801-377-3605
3.	Mountainland Supply
	1505 W 130 S
	Orem, UT 84058
	801-224-6050
4.	

DEPARTMENT: Water
DATE 7/1/2022
BUDGET ACCT NO: 51-40-480
PURPOSE: Secondary Water Meter Project Connecting Hardware

NOTES:

2400 1" Ball Valve Compression to Meter Nut
2400 1" Coupling MIP to Meter Nut

		VENDOR 1		VENDOR 2		VENDOR 3		VENDOR 4	
QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2400	compresion conect with valve 1"	$ 103.09	$ 247,416.00	$ 111.55	$ 267,720.00	$ 116.23	$ 278,952.00	$ -	$ -
2400	1" straight meter coupling / swivel	$ 18.83	$ 45,192.00	$ 11.25	$ 27,000.00	$ 16.813	$ 40,350.00	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL		**$ 292,608.00**		**$ 294,720.00**		**$ 319,302.00**		**$ -**

Juan Garrido — 7/1/2022
REQUESTED BY — DATE

(Attach supporting documentation as needed)

PETERSON PLUMBING SUPPLY
1036 North 1430 West * Orem, UT 84057
phone 801-434-9700 fax 801-434-5090

PROPOSAL

3-2852572

Page 1

SOLD TO
Lindon City
100 North State Street
Lindon, UT 84042

SHIP TO
Lindon City
100 North State Street
Lindon, UT 84042

original
06-27-22
12:10pm

customer# 12399 fax 801-785-4510 phone 801-785-5043 Order by: MATT

CUSTOMER P.O.#	TERMS	SHIP VIA	FREIGHT TERMS	ORDER DATE	TAKEN BY
PI	Net 30 days	WILL CALL		06-27-22	KYLE B

LINE No.	QUANTITY	ITEM NUMBER AND DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	2400	AY 74620 1 * AY MCDONALD 1" STRAIGHT METER COUPLING 4620 METER SWIVEL X MIPT PER EACH	18.83	45,192.00
2	2400	AY 76100MWQ 1" * 1" AY #76100MWQ CTS COMPX 1"METER SWIVEL CURB STOP	103.09	247,416.00

This quotation is valid for 6 days, expiring on 07-02-22.
Please call Kyle B with any questions, phone 801-434-9700.
Thank you.

Sub-total	292,608.00
Freight in	0.00
Freight out	0.00
Tax	0.00

A MONTHLY SERVICE CHARGE OF 1.5% (18% PER ANNUM) WILL BE APPLIED TO PAST DUE ACCOUNTS.

ALL CLAIMS MUST BE MADE WITHIN 10 DAYS OF RECEIPT OF SHIPMENT.

TOTAL > 292,608.00

FERGUSON WATERWORKS #1618
357 EAST 900 SOUTH
PROVO, UT 84606-6136

Phone: 801-377-3605
Fax: 801-377-3610

Deliver To:
From: **Max Long**
Comments:

17:41:28 MAY 23 2022

FERGUSON WATERWORKS #1616
Price Quotation
Phone: 801-377-3605
Fax: 801-377-3610

Bid No: B185126
Bid Date: 05/19/22
Quoted By: MBL

Cust Phone: 801-785-5043
Terms: NET 10TH PROX

Customer: LINDON CITY
100 NORTH STATE STREET
LINDON, UT 84042

Ship To: LINDON CITY
100 NORTH STATE STREET
LINDON, UT 84042

Cust PO#: 1" MTRX SWVL

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
PSXMCGH	LF BRZ 1 MIP X 1-1/4 FIP MTR COUP	2400	11.250	EA	27000.00
FB43444WQNL	LF 1 MTR X CTS QJ BV	2400	111.550	EA	267720.00

Net Total:	$294720.00
Tax:	$0.00
Freight:	$0.00
Total:	$294720.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1616&on=59239

Quotation

MOUNTAINLAND SUPPLY COMPANY
MLOR MOUNTAINLAND SUPPLY
1505 West 130 South
Orem, UT 84058
801-224-6050
Fax 801-224-6058

EXPIRATION DATE	QUOTE NUMBER
06/18/2022	S104698033

REMIT TO:
MOUNTAINLAND SUPPLY COMPANY
PO Box 127
OREM, UT 84059-0127

PAGE NO.
1 of 1

QUOTE TO:

LINDON CITY OFFICE
100 NORTH STATE STREET
LINDON, UT 84042

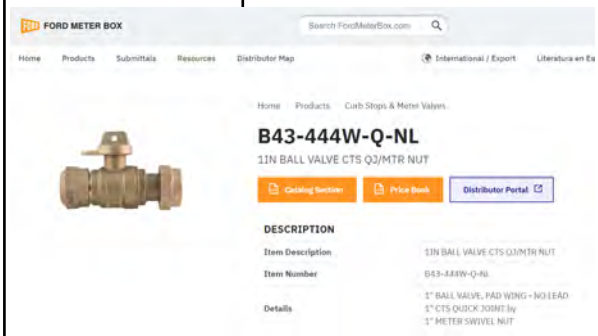
SHIP TO:

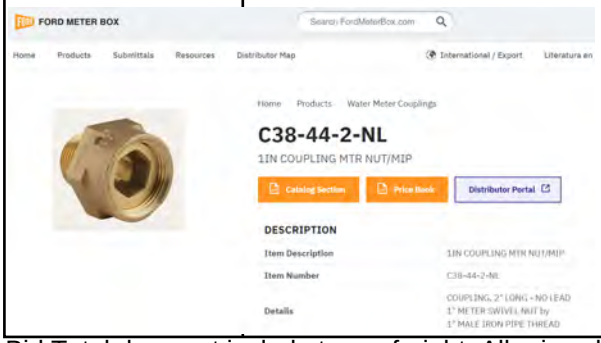
LINDON CITY OFFICE
100 NORTH STATE STREET
LINDON, UT 84042

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
4679			MORGAN EVANS

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
MORGAN EVANS			07/21/2022	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2400ea	FORD B43-444W-Q-NL 1 BALL VLV MTR STR CTS QJxMN PW - 1 CTS QUICK JOINT x 1 METER NUT- PADLOCK WING - STRIAGHT METER VALVE	116.230/ea	278952.00
2400ea	FORD C38-44-2-NL 1 MNxMIP COUPLING C - 1 METER NUT x 1 MIP - TYPE C - 2 LONG - METER ADAPTER	16.813/ea	40350.00





Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice.
No guarantee is made as to the accuracy of the quantities listed.
*** NOTE- All Special Order Material is Non-Returnable ***

Bid Total	319302.00

Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.

Printed By: MEVANS on 5/23/2022 9:19:19 AM

ADJOURN