Lindon City Council
Staff Report

Prepared by Lindon City Administration

December 19, 2022

Notice of Meeting of the *Lindon City Council*

The Lindon City Council will hold a meeting **at 5:15 pm on Monday, December 19, 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: Daril Magleby
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) Employee Recognition Awards: Heather Hartman, Shelly Church, Lauren Best

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 November 21, 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. Updated Communities That Care (CTC) contract w/Utah County Health Dept. The County is now providing two-years of payment before the City is obligated to match any funds.
   b. Employee Merit Increase mid-year evaluation. In the FY2022-23 budget the City Council approved a merit increase for employees (based upon employee performance) and in accordance with the adopted pay scale. The merit increase will be effective January 1, 2023. Per past practice, the City evaluates mid-fiscal year budget constraints and economic indicators to determine if recommended merit increases are still financially prudent. Given an optimistic local economic outlook, strong revenues, and healthy General Fund reserves the City Administration recommends the merit increase be applied as approved in the budget.

8. **Review & Action: Bid Award for Janitorial Services.** The Council will review and consider a recommendation by Staff to award the city-wide janitorial bid to RBM in the amount of $110,956.11 annually. *(10 minutes)*

9. **Review & Action: Bid Award for remodel of City Center office.** The Council will review and consider a recommendation by Staff to award the construction project bid to DB Contractors LLC in the amount of $22,457.22. This project entails remodeling one office and hallway space at the City Center. *(10 minutes)*

10. **Public Hearing: Zoning Map Amendment – Approximately 860 W 200 S; Ordinance #2022-20-O.** The Council will review a recommendation from the Planning Commission to rezone a .166-acre parcel from R1-20 to LI, with intent to include it in the overall Sunrise Warehouse Park development at approximately 860 W. 200 S. (Parcel ID#14:065:0221, 14:065:0218, 14:065:0213, 14:065:0222, 14:065:0188). *(20 minutes)*

11. **Conditional Use Permit – Cell Tower at 490 N. State Street.** The Council will review a proposal by Atlas Tower for a new 100' cell tower (stealth designed as evergreen tree) on Alpine School District property at approximately 490 N State St. *(30 minutes)*

12. **Closed Executive Session —** The City Council will enter into a closed executive session to discuss the potential purchase or sale of real property per Utah State Code 52-4-205. This session is closed to the public. *(30 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: December 15, 2022; Time: 1:00 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: Daril Magleby
Pledge: By invitation

Item 1 – Call to Order / Roll Call

December 19, 2022 Lindon City Council meeting.

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

Item 2 – Presentations and Announcements

a) Comments / Announcements from Mayor and Council members
b) Employee Recognition Awards: Heather Hartman, Shelly Church, Lauren Best

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

Item 4 - 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) Admin., Lindon Days, Tree Advisory Board, UV Chamber, Historic Commission, Centennial Celebration - 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: January 3rd and January 17th (**both on TUESDAY's**)
- January 2023 newsletter assignment (due last week of December): Mike Vanchiere
- Employee Christmas Party - Tues., December 20th 6:00pm at Community Center.
- City offices closed Dec 23rd at noon; Dec 26th and Dec 27th; January 2nd
- Misc. Items.

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **November 21, 2022 Regular City Council Minutes will be reviewed.**

The Lindon City Council regularly scheduled meeting on **Monday, November 21, 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:	Carolyn Lundberg
Pledge of Allegiance:	Lincoln Jacobs

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

1. **Call to Order/Roll Call** – The meeting was called to order at 6:30 p.m.

2. **Presentations and Announcements:**

   a) Presentation: Planning Department photo contest winners: Luanne Olsen, Lisa Knapp, and Hunter Winkel were in attendance to be recognized as winners for the APA National Planning Department photo contest.
   b) Presentation: Mayor Lundberg reviewed information with the council from a presentation about sales taxes in Utah County.

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.

Councilmember Vanchiere – Councilmember Vanchiere expressed his appreciation for the Lindon City Staff and all they do for the city. He also asked about the status of the horse arena. Mr. Cowie stated it will be going out to bid any day now. Councilmember Vanchiere thanked Mr. Cowie and Juan Garrido for installing the traffic calming devices and for marking them. He also reported on the NPSWD noting they held a public hearing on the budget and on the rate increases where they had the support from various mayors

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and cities. They feel confident they can provide the same level of service moving forward.

Councilmember Magleby – Councilmember Magleby was absent.

Councilmember Powell – Councilmember Powell reported the Youth Council held their election where officers were selected by the other council participants; the rest of the body are members at large. She noted they also had a service project with Mayor Lundberg which was a fun event. She reported the Senior Center is hosting a Christmas party on December 15th and reservations will be needed, there will be more information at next meeting. She reported Kelly Johnson shared tentative dates for the next CERT classes (March 4, 11,18). In April there will also be continuing education with the Great Utah Shakeout that will involve the building department too, there will be continuing education in June and the "Real World Event" will be held on September 11th. There will also be some CERT classes offered in October. She also reported she attended the Provo River Water Users meeting for Councilmember Broderick where they discussed water share values and was very informative. She noted there have been 35 applications submitted this year for education grants with a lot of great things. She noted they have gone through them and funded 27 applications.

Councilmember Broderick – Councilmember Broderick reported on two great traditions in Lindon, the leaf pickup and the garbage dumpsters. He noted they are well used programs that residents really appreciate and utilize. He also reported he attended, along with the Mayor and Mr. Cowie, the recent engineering coordination meeting at public works. He also attended the North Union Irrigation Company meeting noting shares are at $200 per share.

Mayor Lundberg – Mayor Lundberg gave a shout out to Juan Garrido on the recent tour with public works noting he does a great job taking care of the city. She also attended along with Mike Florence the Urban Land Use training "Trends Conference" where they discussed land use, real estate, housing, smart cities, transit and growth throughout the state. She also attended the Doterra ground breaking for the new Hale Center theater, which will be called the "Ruth" Center after Ruth Hale noting this will be a major regional draw. She also stated that IHC will be rebranding and opening a new hospital in Saratoga Springs. She also mentioned the Fezzari Bike facility that was started in Lindon where they have a big manufacturing area and showroom; it was a huge event and it may turn into an annual event. She also reported the Utah Lake Authority is moving forward and organizing a management plan and will be hiring legal counsel for that. They are seeing more happening with bringing awareness etc. and good things are happening there. She also reported that recently we have applied for a water grant to help the watershed and hopefully we win that award/grant for stormwater projects in the city. She also reported the economy is looking well and leveling out and we are moving forward as a city. She also gave a big shout out to staff for always bring the great data and for being cautious and prudent and forward thinking; staff gives 150% every day.

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

Misc. Updates:

- Next regular council meetings: December 5th (7:30pm) & December 19th
- December 2022 newsletter assignment (due last week of November): Brian Haws
- Light the Night event at the City Park on Monday, Nov. 28th at 6:30 PM
- Historic Christmas Tree Lighting Ceremony – Dec 5th @ 6:00 pm
- Santa Parade - Wednesday, December 7th at approximately 5:45 pm
- Santa Extravaganza - Saturday, December 10th, from 10:00-11:30 AM
- Employee Christmas Party - Tues., Dec 20th 6:00pm at Community Center.
- Misc. Items.

6. **Approval of Minutes** – The minutes of the regular City Council meeting of November 7, 2022 will be reviewed.

COUNCILMEMBER VANCHIERE TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2022 AS PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

7. **Consent Agenda Items** – The following consent agenda items were presented for approval.

a) **Victim Advocate Services Agreement w/City of Orem.** This is an administrative contract with Orem for Victim Advocate Services that they will provide for $8,000 per year. This is administered through the Police Department. The Council approved the budget expenditure in the October 17, 2022 budget amendment.

b) **Surplus Equipment; Resolution #2022-24-R**. The Council will review and consider Resolution #2022-24-R regarding disposal of surplus equipment.

COUNCILMEMBER POWELL MOVED TO APPROVE THE CONSENT AGENDA ITEMS WITH THE CHANGE AS DISCUSSED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

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CURRENT BUSINESS

8. **Review & Action — Bid Award; Secondary Water Meter Installation Project.** Staff recommends awarding the secondary water meter installation project to Hydro Vac Excavation LLC in the amount of $1,131,545.

Adam Cowie, City Administrator, led this agenda item by reviewing the information and FAQs included in the staff report. Mr. Cowie stated this project consists of installing secondary water (pressurized irrigation) meters in multiple locations throughout the City. The project includes installing meters, meter boxes, replacing landscaping, and relocating or replacing customer irrigation boxes as necessary. The City will furnish meters, meter boxes, meter couplings, and stop valves. The Contractor shall furnish pipe, landscaping materials, and miscellaneous fittings and appurtenances as necessary in order to facilitate connections and complete installations.

Mr. Cowie explained the process that Hydro Van will be using. He also referenced a video explanation of the process that will be updated to reflect the process that Hydro Vac Excavation will be using. He noted they will not be replacing things within a 3 ft radius which may pose concerns with residents.

Mr. Cowie stated the contract price of the awarded contract is $1,131,545. He noted the contract price is subject to adjustment based on the provisions of the Contract, including governing changes, unit price work, and work performed on a cost-plus-fee basis, as applicable.

Following some general discussion on the information presented, the Council was in agreement to award the Secondary Water Meter Installation Project bid to Hydro Vac Excavation LLC in the amount of $1,131,545 as recommended by staff.

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE BID AWARD FOR THE SECONDARY WATER METER INSTALLATION PROJECT TO HYDRO VAC EXCAVATION LLC IN THE AMOUNT OF $1,131,545 AS PRESENTED. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

9. **Review & Action —Major Subdivision; Anderson Farms Plat H; Ivory Development, LLC.** The applicant requests major subdivision approval for a 42-lot single family residential subdivision located in the Anderson Farms Planned Development (AFPD) zone. The subdivision is part of the Anderson Farms master development agreement with Ivory Development, LLC. (Parcel IDs #14:063:0120, #14:063:0119, #14:063:0116)

Mary Barnes, Associate Planner led this agenda item by explaining Ivory Development, LLC is seeking preliminary subdivision plat approval for Plat H, which is in Parcel H of the master development agreement. She noted Plat H is a 42-lot detached single family home phase of the development Plat H will be the 7th phase of the Anderson Farms development.

Ms. Barnes explained that in 2016, the City Council signed a Master Development Agreement with Ivory Development. As a summary, the development agreement addresses items such as the total number of units, types of units for each phase, setbacks, park space and development infrastructure. The Anderson Farms development has a maximum residential count of 500 single family homes (detached single family and townhomes), and 380 multi-family units. She noted this plat will be split into two phases, similar to Anderson Farms Plat E. These two phased plats will be named Anderson Farms Plat H Phase 1 and Anderson Farms Plat H Phase 2. The planning commission recommended approval Anderson Farms Plat H on 11/15/2022.

Ms. Barnes pointed out that Plat H is a 42-lot detached single family home phase of the development and will be the 7th phase of the Anderson Farms development. Ms. Barnes noted 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.

Ms. Barnes then presented an Aerial photo, Anderson Farms Plat H, Landscaping plan – 500 N. Plat H Phase 1 & 2, and future phases and the Anderson Farms Concept Plan followed by discussion.

Following some additional discussion, the Council was in agreement to approve the major subdivision for Anderson Farms Plat H, as presented by staff.

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MAJOR SUBDIVISION FOR ANDERSON FARMS PLAT H AS PRESENTED. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

10. **Public Hearing — Ordinance #2022-19-O; Amendment to the Lindon City Standard Land Use Table.** Lindon City proposes to amend the Standard Land Use Table in Lindon City Code, Appendix A, to prohibit extended stay hotels and motels in all zones of the city.

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

Mike Florence, Community Development Director led this agenda item by giving an overview stating Lindon City is considering an amendment to Appendix A: Standard Land Use table to prohibit extended stay hotels and motels in all commercial zones and to amend associated definitions of hotel, motel, extended stay hotel and motel. Hotels, Tourist Courts, Bed and Breakfast and Motels are currently permitted uses in the PC-1, PC-2, CG, CG-A, CG-A8, CG-S, MC, LVC, and R&B zones. They are currently prohibited in the HI, LI and LI-W zones.

Mr. Florence stated the city has carefully evaluated and researched extended stay hotel models and has several concerns in how extended stay hotel/motel uses may impact the community and city services. The city encourages hotels in the commercial zones; however, extended stay hotels are primarily marketed for long-term stays and temporary housing. In addition, extended stay hotels can also see a disproportionate number of calls for emergency services leading to a fiscal impact on city finances and resources.

He explained the general plan's land use guidelines recommend that the city consider service and fiscal impacts of potential uses. These hotels also attract clientele that do not always have a positive influence on the hotel or surrounding areas. He noted it often becomes difficult to attract good economic development in the areas that surround extended stay hotels.

Mr. Florence explained that extended stay hotels/motels offer accommodations ranging from one night to undetermined periods of time. This may include monthly or yearly extended stays with no expected departure date. He indicated that Forbes.com looked at extended stay hotels across the country and identified an average national length of stay of 1.7 years. Other articles seem to indicate that the average length of stay ranges from a week to months. He mentioned one major concern for the city is that in many cases extended stay hotels/motels can turn into de-facto or long-term housing and do not meet the intent of being a temporary overnight lodging hotel or motel that is envisioned for the city. For practical purposes, units can become the primary residence for individuals. Many of the extended stay hotel/motels also market to college students looking for off-campus housing and the longer a person stays in the hotel the greater discount they receive.

Mr. Florence indicated there are articles and reports showing that individuals, families, and college students move to extended stay hotels for financial reasons. Many individuals cannot afford to pay the first and last month apartment rental deposit. Extended stay hotels can also become an alternative to homelessness. Most often long-term tenants are good working-class populations that would like to afford permanent housing but cannot, at the time, pass a credit or background check. In some situations, individuals may have bad credit and cannot qualify to rent an apartment until their credit is repaired. At times, people get into a cycle where they pay so much to live in the extended stay hotel that they cannot afford to save up for an apartment. Some extended stay hotel/motel websites refer to their locations as temporary housing. Throughout the country, many non-profit housing groups also use extended stay hotels to provide temporary housing assistance for those in crises and have nowhere else to reside.

Mr. Florence further explained the city needs to look at the extended stay hotel/motel viability over the long-term. The city has found that extended stay

hotels/motels frequently change ownership and are purchased as investments by other hotel chains, investment groups or development firms. Most of the extended stay developments use the franchise name but are owned by an outside development firm or franchisee.

Mr. Florence stated when it comes to enforcement, city staff has found that the franchises rarely take any responsibility in helping to enforce extended stay hotel/motel issues or violations with their name. Over the past few years older or outdated extended stay hotels have been purchased by multi-family developers on a larger scale then previously seen and are converting hotel/motel units into micro apartments. Extended stay units already have the layout and amenities needed for an apartment unit.

Mr. Florence went on to say that hotels, tourist courts, bed and breakfast and motels are currently permitted uses in the PC-1, PC-2, CG, CG-A, CG-A8, CG-S, MC, R&B, and LV zones. Other residential uses that the city allows in these zones are youth rehabilitation, assisted living facilities, care facilities and care taker residence. It appears that extended stay hotels would conflict with the allowable uses in commercial zones if tenants are allowed to use all the extended stay units as apartments, temporary housing, or off-campus housing.

Mr. Florence made note that the planning commission and city council have been consistent in their decision for many years to not allow housing uses in the Lindon Village zone. The Lindon City General plan and 700 North masterplan encourages hotels but do not encourage residential uses. The city does not believe that hotels/motels that are entirely used for extended stay or temporary housing meet the intent of the general plan and 700 North master plan. The city has drafted the ordinance amendment so that temporary lodging hotels may have less than 30% of the units as extended stay units. This keeps the primary use of the hotel for temporary lodging. If a hotel has 30% or greater of the units as extended stay units then the hotel would be defined as an extended stay hotel.

Mr. Florence pointed out that a hotel/motel in the State of Utah pays both a sales tax and a transient room tax. According to the State of Utah Tax Commission, temporary lodging is the use of accommodations in a hotel or motel for less than 30 consecutive days. Lodging stays of 30 consecutive days or longer are exempt from sales tax and transient room tax. A concern for Lindon City is losing the sales and transient room tax for tenants who stay longer than 30 days. He noted that it appears that some extended stay franchise only signs a tenant to a 28-day contract and then renews that contract every 28 days. This way the hotel can still charge the sales and transient room tax. This may technically meet the requirement to continue to charge these taxes but still creates a long-term housing concern for Lindon's commercial zoning requirements.

Mr. Florence stated Lindon City has reached out to the chiefs of police of surrounding communities where extended stay hotels are located. Comments were made that, specifically the economy or budget, extended stay hotels in their communities create a disproportionate number of calls for emergency services. On many occasions, the police departments are responding daily to these extended stay hotels. The comment was made that good management of the extended stay hotels makes a difference. However, with these hotels often changing hands to different investors the management policies can

change as well. He noted the city was provided crime stats for a number of hotels and extended stay hotels in Provo.

Mr. Florence then presented the proposed ordinance amendments to Lindon City code Appendix A Standard Land Use Table, Utah Tax Commission Publication, Article and website links considered as part of the staff report and the calls for emergency services exhibit followed by some general discussion.

Lincoln Jacobs, resident in attendance commented that he is assuming this has come up due to a developer coming in. Mr. Florence confirmed that statement. Mr. Jacobs state he understands there could be a need for this, but he has concerns with the clientele as they may not have a positive influence in the area.

Following some additional discussion including changing the percentage from 20% to 30% allowed, the Council was in agreement to approve Ordinance #2022-19-O amending the Lindon City Standard Land Use Table to prohibit extended stay hotels and motels in all zones of the city as recommended by staff with the change as discussed.

Mayor Lundberg called for any further 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 VANCHIERE MOVED TO APPROVE ORDINANCE #2022-19-O WITH THE CHANGE FROM 30% TO 20% AS AMENDED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

11. **Discussion Item —** Staff will discuss possible code changes to modify appeal authority processes and update the Council on a pending application for a group home in the R1-12 residential zone.

Mr. Florence led this agenda item by stating he will be going over the possible code changes to modify appeal authority processes and update the Council on a pending application for a group home in the R1-12 residential zone. He then passed out a spreadsheet showing the appeal authorities.

There was then some general discussion regarding this topic. Following discussion, Mr. Cowie asked if it would be helpful for staff to bring back recommendations to the council on the proposed changes. Mr. Haws stated there may be

some additional changes as well. The Council was in agreement to have staff bring back more recommendations for further discussion.

Mayor Lundberg called for any further discussion or comments from the Council. Hearing none she moved on to the next agenda item.

12. **Closed Executive Session —** The City Council will enter into a closed executive session to discuss the potential purchase or sale of real property per Utah State Code 52-4-205. This session is closed to the public.

COUNCILMEMBER POWELL MOVED TO ENTER INTO A CLOSED EXECUTIVE SESSION. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

COUNCILMEMBER BRODERICK MOVED TO CLOSE THE EXECUTIVE SESSION AND RECONVENE THE LINDON CITY COUNCIL MEETING. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER MAGLEBY	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER VANCHIERE	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 8:15 PM. COUNCILMEMBE BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – December 5, 2022

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Kathryn A. Moosman, City Recorder

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2 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 item was presented for approval:

a) Updated Communities That Care (CTC) contract w/Utah County Health Dept. The County is now providing two-years of payment before the City is obligated to match any funds.

b) Employee Merit Increase mid-year evaluation. In the FY2022-23 budget the City Council approved a merit increase for employees (based upon employee performance) and in accordance with the adopted pay scale. The merit increase will be effective January 1, 2023. Per past practice, the city evaluates mid-fiscal year budget constraints and economic indicators to determine if recommended merit increases are still financially prudent. Given an optimistic local economic outlook, strong revenues, and healthy General Fund reserves the City Administration recommends the merit increase be applied as approved in the budget.

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

Agreement No. 2022 - _____

INTERLOCAL COOPERATION AGREEMENT WITH LINDON CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNTIES THAT CARE PREVENTION MODEL

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department, (UCHD) 100 East Center Street, Provo, Utah 84601 and the municipality of Lindon City, 100 North State Street, Lindon, Utah 84042, municipal corporation and a political subdivision of the State of Utah.

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

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

WHEREAS, Utah County and Lindon City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Agreement shall become effective November 1, 2022 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from November 1, 2022 hereof until June 30, 2024. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the Lindon City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

a. To coordinate with Lindon City to employ a part-time (up to 20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community.

b. To provide funding to Lindon City to employ a CTC coordinator as follows: Utah County will provide Lindon City ten thousand dollars ($10,000) for the

CTC Coordinator position/costs and ten thousand ($10,000) for coalition capacity building for the period of November 1, 2022 through June 30, 2023. For fiscal year FY23, (July 1, 2023 through June 30, 2024) Lindon City will receive $16,000 for coordinator costs and $10,000 for capacity building expenses. Beginning July 1, 2024 Utah County will provide $16,000 for coordinator and capacity building costs and Lindon City will provide a yearly minimum match of ten thousand dollars ($10,000).

c. To establish and maintain the Communities that Care system within Lindon City and to work with Utah County Health Department to ensure the CTC model is being implemented with fidelity through the five phases of CTC (http://www.communitiesthatcare.net/).

d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. CTC coordinator position costs/salary.
2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCHD.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.

a. CTC module trainings
b. State CTC trainings
c. Food/mileage/supplies

2. Travel/Training, including but not limited to Principles of Prevention, CADCA and/or National Prevention Network Conference for coordinator and coalition members
   a. Mileage, airfare, per diem, registration, lodging and transportation

3. Town hall/community education events
   a. Advertising, food and recognition awards, coalition needs

4. Workgroup activities
   a. Evaluation contract
   b. Data collection
   c. Meeting costs

5. Minor equipment under $600.00

Section 6. Interlocal Requirements

1. CTC Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
2. CTC Coordinator will attend state/county CTC trainings as prioritized by UCHD and Coordinator.
3. Incorporate CTC benchmarks and phases as foundation of fidelity.
4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
5. Develop and use by-laws and organizational structure to direct coalition.
6. Coordinator will record all completed prevention activities in the DUGS data system within seven days of service.
7. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month**. Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2023** will not be considered for payment.
8. A bi-annual narrative report (1 page) identifying completed benchmarks and current status of action plan due December 31, 2022.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Lindon City records and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or

officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Amendments.

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

Section 13. Severability.

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

Section 14. Governing Law.

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

Section15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, Lindon City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As Lindon City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these

contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of Lindon City.

a) All Lindon City records with respect to any matters covered by this Agreement shall be made available to the County, OSUMH and the Comptroller General of the United States or any of their authorized representatives.

b) Failure of the city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend $500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.

d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, any pass-thru entity and/or the General Accounting Office.

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Signatures on following page]

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

Utah County Authorized by Resolution No. 2022-____, authorized and passed on the _____ day of _____ 2022.

Lindon City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2022.

APPROVED AND ADOPTED this ___ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Thomas Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____ Deputy Date

By: _____ Lindon City Mayor Date

APPROVED AS TO FORM:
DAVID O. LEAVITT
Utah County Attorney

By: _____ Deputy County Attorney Date

By: _____ Lindon City Recorder Date

APPROVED AS TO FORM:

By: _____
Lindon City Attorney Date

LINDON
ADMINISTRATION

MEMORANDUM

To: Mayor Lundberg and City Council Members
From: Adam Cowie, Lindon City Administrator
Date: November 14, 2022
Re: Recommendation for FY 2022-23 Employee Merit Increases

The 2022-2023 Lindon City Budget (FY 2023) included funding a performance / merit based step increase on the pay scale (~2.6%) effective January 1, 2023. The City Council has traditionally been apprised of the current financial standing of the City six-months into the approved budget so as to ascertain if economic trends would continue through the fiscal year as anticipated.

Lindon City's June 30, 2021 Financial Situation

The 2022-2023 fiscal year unaudited financial statements show revenue exceeding expenses by $1,004,100 in the General Fund. The General Fund reserves are healthy with a fund balance of $4,429,800. We expect Lindon City's tax revenue to meet or exceed our projections.

Economic Trends

In the most recent statistics released we are continuing to see some of the lowest unemployment rates in recent history. Unemployment rates for October 2022 are 3.7% for the nation, 2.1% for Utah, and 1.7% for Utah County (Sept 2022). Local economic growth continues even through high inflation and increased costs of goods and services. While there is a slow-down of new construction projects compared to prior years we anticipate continued future growth. Utah Department of Workforce Services said in their October 21, 2022 Utah Employment Summary press release, "*Utah's September private sector employment recorded a year-over-year expansion of 3.8%, or a 51,900 job increase. Eight of Utah's ten major private-sector industry groups posted net year-over-year job gains, led by Trade, Transportation, Utilities (13,600 jobs); Construction (12,600 jobs); Education and Health Services (11,500 jobs); and Leisure & Hospitality (9,900 jobs). One sector, Financial Activities had a job contraction (-2,900 jobs), and Other Services had no employment change across the year*."

According to the U.S. Department of Labor, the Consumer Price Index (CPI) has increased 7.1% from November 2021 to November 2022. This inflation combined with labor shortages is driving up competitive wages. Moving forward with the merit increases will assist in maintaining competitive wages for Lindon City employees.

Recommendation for Merit Increase

Considering Lindon's positive financial situation, optimism about Lindon's future economic conditions, and inflation that appears to be decreasing, I recommend that the City Council approve a merit increase for city employees. The merit increase will only be for employees who qualify through their performance evaluations. The increase will be effective January 1, 2023. The maximum fiscal impact of the merit increase on both wages and benefits is listed in the table to the right.

Fund	Cost of Merit Increase
General Fund	$84,370.98
Water Fund	$4,372.09
Sewer Fund	$1,729.91
Storm Water Fund	$2,293.67
Recreation Fund	$6,817.43
Total	$99,584.08

8. **Review & Action: Bid Award for Janitorial Services.** The Council will review and consider a recommendation by Staff to award the city-wide janitorial bid to RBM in the amount of $110,956.11 annually. *(10 minutes)*

Sample Motion: I move to (approve, deny, continue) the bid award for janitorial services to RBM in the amount of $110,956.11 annually (as presented, or with changes).

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

LINDON
ADMINISTRATION

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

November 29, 2022

To: Adam Cowie

From Alex Roylance

Re: Award of Custodial and Janitorial Services Contract

Adam,

As you are aware, on November 23, 2022, we received several responses to RFB 2023-010 regarding our custodial and janitorial services contract. The responses we received were:

Contractor	Annual Cleaning	Semi-annual Deep Cleaning	Total Cost
MBM	$61,842.00	$15,824.00	$70,666.00
EcoBrite Services	$85,344.25	$15,812.00	$101,156.25
RBM Services	$86,471.23	$19,714.92	$103,550.88
Dynamond	$97,308.00	$25,947.96	$123,255.96
Absolute	$166,260.00	$8260.00	$174,520.00
Cleanworks	$212,652.71	$3,025.36	$225,678.07

RBM also submitted a bid to deep clean the Aquatic Center before and after the season for $4,769.96. That makes RBM's total bid price $110,956.11

My recommendation is that we accept the proposal from RBM for the following reasons:

- MBM
  - Our experience with MBM over the past several months has not been satisfactory.
  - I feel that their very low price means that they are considering minimal hours in our facilities and the service they will provide will be minimal as a result.
- EcoBrite
  - EcoBrite does not have much presence in Utah at this point. They are an out of state company.
  - They gave me email references for their contacts. I sent several emails. I received one positive response, one very strange response, and nothing else.
  - I don't have a lot of confidence here.
- RBM
  - RBM is a local company, literally right across the street, and they have worked in Utah for many years.
  - I have worked with RBM in the past and had very good experience with them,
  - They received very positive reviews from all of their references.

    - They offered a price to deep clean the Aquatics Center before and after the season, which was not required in the RFB. No other bidder offered that.

- The other bids seem too high to be competitive.

I feel confident that RBM will be a good choice for us, and will be an improvement over MBM.

Please let me know if you have any questions, or need more information regarding this issue.

Thanks,

Alex

DOCUMENT 00 51 00

NOTICE OF AWARD

Date of Issuance: December 19, 2022

Owner: Lindon City Corporation Owner's Project No.: RFB 2023-010

Project: **Custodial and Janitorial Services for Lindon City Facilities**

Contract Name: Custodial and Janitorial Services for Lindon City Facilities

Bidder: RBM Building Services Inc.

Bidder's Address: 17 North State Street, Lindon, Utah 84042

You are notified that Owner has accepted your Bid dated **November 22, 2022,** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Custodial General Cleaning and

Semi-annual Deep Cleaning

Description and Scope of Work: The Description and Scope of Work are provided and explained in Lindon City RFB 2023-010 Custodial and Janitorial Services for Lindon City Facilities.

The work includes all items as listed and described in the Bid Form and Measurement and Payment.

The Contract Price of the awarded Contract is **$110,956.11 (One Hundred Ten Thousand Nine Hundred Fifty Six dollars and Eleven cents).**

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. All pertinent information needed for background check and identification regarding all RBM employees that will work at Lindon City facilities will be provided to the Lindon Police Department.

A 30-day notice will need to be given to the current custodial contractor. RBM Services Inc. will be prepared to begin execution of services on January 19, 2023.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: Lindon City Corporation

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy:

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Lindon City Corp.

100 North State Street

Lindon, Utah 84042

Contract of Services

Custodial and Janitorial Services in Lindon City Facilities

This **Contract of Services** will be between **Lindon City Corp.** (Owner), and **RBM Building Services Inc.** (Contractor). The below contract will be agreed to by both parties for good and reasonable services provided to the Owner by the Contractor. This contract will commence on _____ and will last until _____, at which time both parties may agree to extend contract. The terms of the contract will be as follows:

Services to be Provided by the Contractor:

The Contractor agrees to provide Custodial and Janitorial services to Owner as outlined and described in RFB 2023-010. (See attached RFB)

Length of Contract

This contract will begin on _____ and will terminate on _____. If Contractor and Owner wish to extend this contract, negotiations for extension should begin at least thirty (30) days prior to the termination date of the contract. If extension terms are agreed to by both parties, contract may be extended for a period of 1 Year. Contract may be extended annually if both Owner and Contractor can reach an agreeable negotiation of provided services and prices for those services.

Termination of Contract

If Owner or Contractor feel that the terms of the contract are not being met, party will inform the other party in writing of the disagreement in terms. Parties will have thirty (30) days after receipt of said information, to agree that the terms are being met. If terms cannot be met after thirty (30) days, and due diligence has been made to meet the terms, parties may agree to terminate the contract. If either party does not perform due diligence on their part to fulfill all of the terms of the contract, contract will be considered breech, and appropriate legal actions may be taken by the parties at their own expense.

Billing and Payment

Contractor will submit monthly invoices for services provided. Monthly invoices will reflect the prices presented to the Owner in the Contractor's response to RFB 2018-002. (See attached SECTION 4: BID PROPOSAL FORM) If additional services are requested beyond the Scope of Work during any specific month, Contractor will specify those services as a separate line item(s) apart from general services on the invoice.

Contractor will submit all properly signed invoices for payment to Owner in a timely manner. Owner will have thirty (30) days to pay Contractor, after receipt of invoice, for all properly invoiced services. Contractor will submit invoices to Lindon City Accounts Payable, 100 North State Street, Lindon, Utah, 84042.

Indemnification and Hold Harmless

Contractor, on their own behalf and on behalf of any successor, assigns or heirs, hereby releases, waives, and discharges Owner (Lindon City), its officers, agents and employees, from any and all liability, claims, demands or causes of actions of whatever kind or nature, either in law or in equity, which arises, or may hereafter arise, resulting from or related to the Contractor's work for Owner or presence on Owner's property. Contractor understands and acknowledges that this Release discharges Owner from any liability or claim that Contractor may have against Owner with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from or relate to the services provided Owner. Furthermore, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Owner, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting to the performance of the work of the Contractor, including the work of any subcontractor or other party directly or indirectly employed by the Contractor, regardless of whether or not such claim, damage, loss or expense may be caused in part by a party indemnified hereunder.

Signatures

I/We, the undersigned, to hereby attest that we agree to all terms contained herein this Contract of Services and that I/We have full right and legal authority to sign on behalf of the Contractor/Owner:

_____

(Signature(s)) (Print Name (s))

On Behalf of (Company) (Address)

_____

Date

_____ _____

Carolyn O. Lundberg Date

Lindon City Mayor

_____ _____

Kathy Moosman Date

Lindon City Recorder

9. **Review & Action: Bid Award for remodel of City Center office.** The Council will review and consider a recommendation by Staff to award the construction project bid to DB Contractors LLC in the amount of $22,457.22. This project entails remodeling one office and hallway space at the City Center. *(10 minutes)*

Sample Motion: I move to (approve, deny, continue) Bid Award for remodel of City Center office construction project bid to DB Contractors LLC in the amount of $22,457.22 (as presented, or with changes).

RFB 2023-020 Lindon City Hall Office Remodel Project

Bid Tabulation

Contractor	Bid Price	Proposed Length of Project
DB Contractors	$ 22,457.52	2 weeks
Wade Payne Construction	$ 23,840.00	60 days
Achieve Contracting	$ 31,355.00	3 weeks
Bailey Builders	$ 31,608.50	2 weeks

Lindon City Corp.

100 North State Street

Lindon, Utah 84042

Contract of Services

Lindon City Hall Office Remodel Project

This **Contract of Services** will be between **Lindon City Corp.** (Owner), and **D B Contractors LLC.** (Contractor). The below contract will be agreed to by both parties for good and reasonable services provided to the Owner by the Contractor. This contract will commence on January 5, 2023 and will last until substantial completion of the project. The terms of the contract will be as follows:

Services to be Provided by the Contractor:

The Contractor agrees to:

- Provide construction services as described in RFB 2023-020 and associated addenda (See attached RFB and addenda), outlined in plans attached to the RFB (see attached plan set from Five Degrees design), and as discussed in the Pre-bid meeting held on November 18, 2022 which the Contractor attended.
- Complete the project to the satisfaction of the Owner.

Length of Contract

This contract will begin on January 5, 2023 and will terminate upon substantial completion of the project.

Termination of Contract

If Owner or Contractor feel that the terms of the contract are not being met, party will inform the other party in writing of the disagreement in terms. Parties will have thirty (30) days after receipt of said information, to agree that the terms are being met. If terms cannot be met after thirty (30) days, and due diligence has been made to meet the terms, parties may agree to terminate the contract. If either party does not perform due diligence on their part to fulfill all of the terms of the contract, contract will be considered breech, and appropriate legal actions may be taken by the parties at their own expense.

Billing and Payment

Contractor will submit monthly invoices for services provided. Monthly invoices will reflect the prices presented to the Owner in the Contractor's response to RFB 2023-020. (See attached SECTION 4: BID PROPOSAL FORM) If additional services are requested beyond the Scope of Work during any specific month, Contractor will specify those services as a separate line item(s) apart from general services on the invoice.

Contractor will submit all properly signed invoices for payment to Owner in a timely manner. Owner will have thirty (30) days to pay Contractor, after receipt of invoice, for all properly invoiced services. Contractor will submit invoices to Lindon City Accounts Payable, 100 North State Street, Lindon, Utah, 84042.

Indemnification and Hold Harmless

Contractor, on their own behalf and on behalf of any successor, assigns or heirs, hereby releases, waives, and discharges Owner (Lindon City), its officers, agents and employees, from any and all liability, claims, demands or causes of actions of whatever kind or nature, either in law or in equity, which arises, or may hereafter arise, resulting from or related to the Contractor's work for Owner or presence on Owner's property. Contractor understands and acknowledges that this Release discharges Owner from any liability or claim that Contractor may have against Owner with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from or relate to the services provided Owner. Furthermore, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Owner, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting to the performance of the work of the Contractor, including the work of any subcontractor or other party directly or indirectly employed by the Contractor, regardless of whether or not such claim, damage, loss or expense may be caused in part by a party indemnified hereunder.

Signatures

I/We, the undersigned, to hereby attest that we agree to all terms contained herein this Contract of Services and that I/We have full right and legal authority to sign on behalf of the Contractor/Owner:

_____

(Signature(s)) (Print Name (s))

On Behalf of (Company) (Address)

_____

Date

_____ _____

Adam Cowie Date

Lindon City Administrator

_____ _____

Kathy Moosman Date

Lindon City Recorder

Lindon City Corp. RFB 2023-020 Lindon City Hall Office Remodel Project

10. Public Hearing: Zoning Map Amendment – Approximately 860 W 200 S; Ordinance #2022-20-O. The Council will review a recommendation from the Planning Commission to rezone a .166-acre parcel from R1-20 to LI, with intent to include it in the overall Sunrise Warehouse Park development at approximately 860 W. 200 S. (Parcel ID#14:065:0221, 14:065:0218, 14:065:0213, 14:065:0222, 14:065:0188). *(20 minutes)*

Sample Motion: I move to (approve, deny, continue) Ordinance #2022-20-O approving the Zoning Map Amendment located at approximately 860 W 200 S (as presented, or with changes).

Zone Map Amendment for the Sunrise Warehouse Park – Approximately 860 W 200 S.

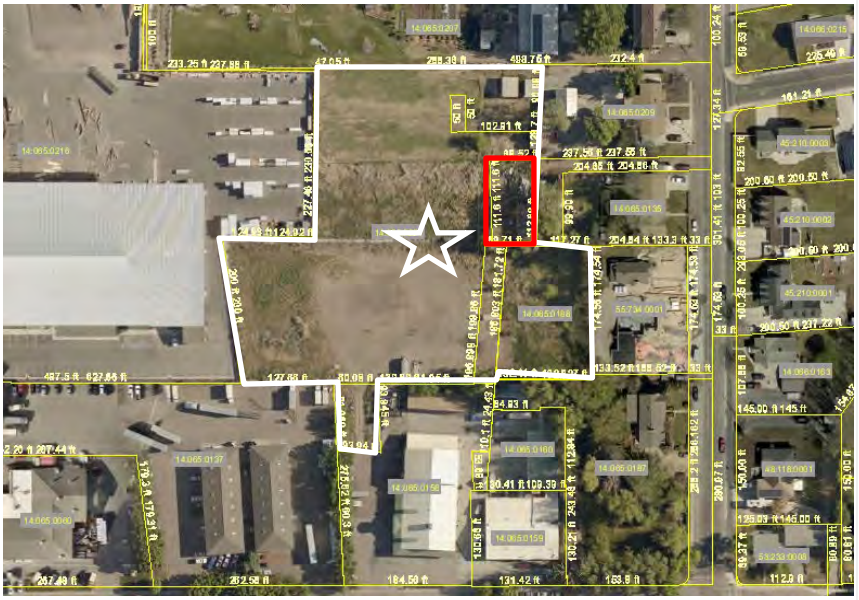
Date: December 19, 2022
Applicant: Ryan Litke
Presenting Staff: Mary Barnes

Project Address: Approx. 860 W 200 S.
Property Owner(s): Skyline Holding Group, LLC

General Plan: Mixed Commercial
Current Zone: Light Industrial (LI) and Residential (R1-20)

Parcel ID: #14:065:0222

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



Existing Zoning	General Plan	Existing Use	Development Size	Access
Light Industrial & Residential R1-20	Mixed Commercial and Residential-Low	Vacant	4.03 acres, parcel to rezoned .165 (highlighted in red above)	200 S., limited fire access from 800 W.

Summary of Key Issues

This site was previously approved for storage unit condominiums. The property has been purchased by a different developer who has proposed two office/warehouse buildings on this site. At the December 13 meeting, the planning commission granted site plan and subdivision approval contingent upon City Council approval of the zone change. The planning commission also recommended approval of the zone change. The city council is only reviewing the zone change portion of this development.

Overview

1. The applicant is proposing an industrial warehouse park with two warehouses at approximately 860 W. 200 S.
2. In May 2016, the City Council approved a major subdivision for a 46-storage unit commercial condominium plat on this property. In August 2021, the planning commission recommended approval for 75 storage units to the City Council. In September 2021, the City Council approved a major subdivision for 75 storage units, and a rezone of the back portion of the property.
3. Since 2021, the property has changed hands to the current property owners, who have proposed two warehouses on the property. Building 1 will be 55,353 sq ft, with 8 units with offices and warehouse space. Building 2 will be 13,405 sq ft, with 4 units with offices and warehouse space.
4. This zone change will consolidate the applicant's property and allow the construction of these warehouses.

Surrounding Zoning and Land Use

North: Residential (R1-20) – single-family homes
East: Residential (R1-20) – single family homes
South: Light Industrial (LI) – Full Throttle Powersports ATV repair
West: Light Industrial (LI) – Builders First Source truss plant

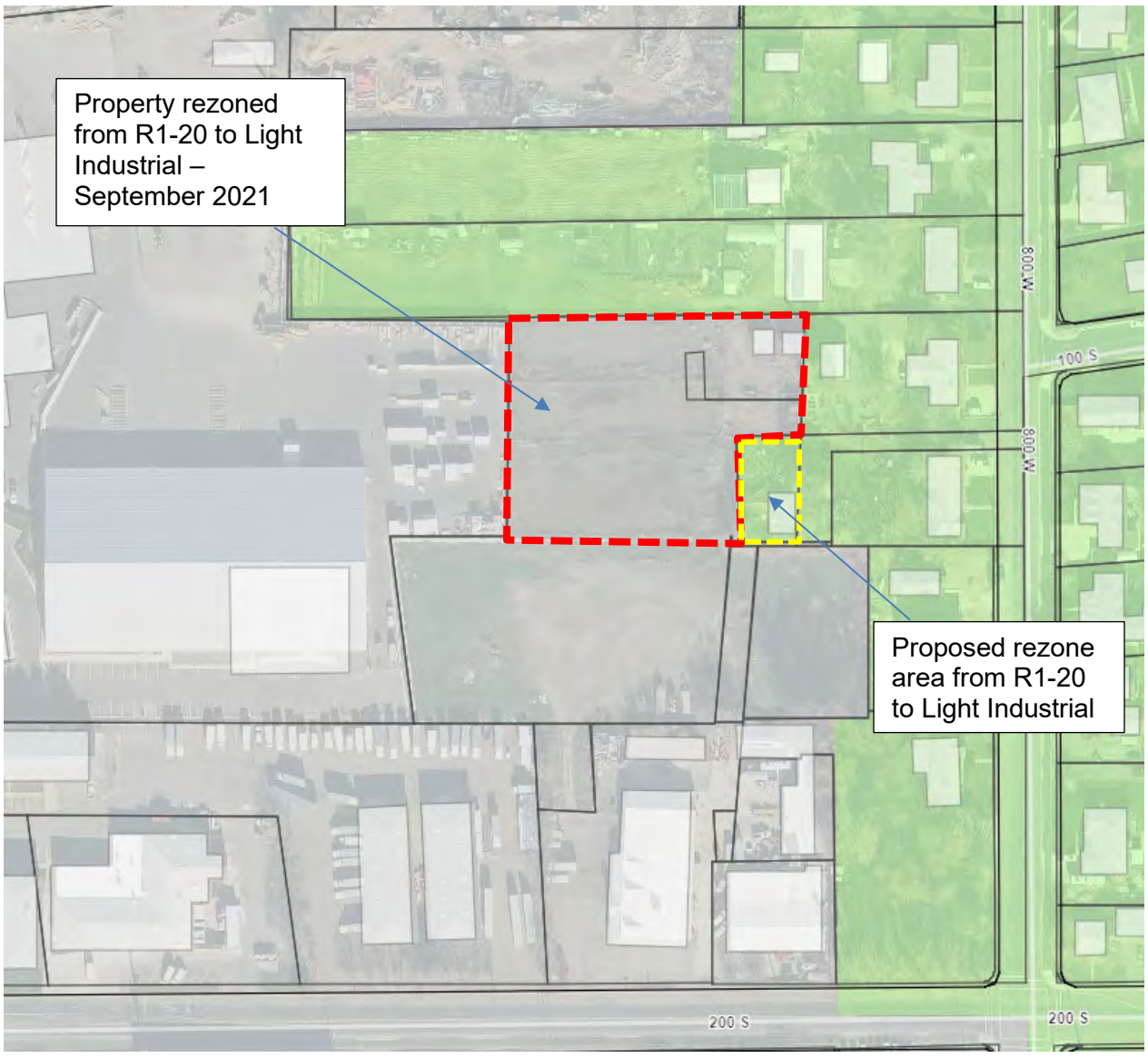
Motion

Zone Map Amendment Motion

I move to recommend (*approval, denial, or continuation*) of ordinance 2022-20-O to amend the Lindon City zoning map from Residential (R1-20) to Light Industrial (LI) at approximately 860 West 200 South with parcel number 14:065:0222.

Zone Map Amendment Recommendation

The subject property for zone map amendment recommendation, parcel ID #14:065:0222, is .166 acres, or 7229 sq ft. It was a part of Robert Nielsen's property (136 S 800 W) and was purchased by the previous storage unit developer but was not part of the previous rezone. The applicant is requesting a re-zone, to square off this development and consolidate all of the property into one lot. The current zone is R1-20, and the proposed zone is LI.

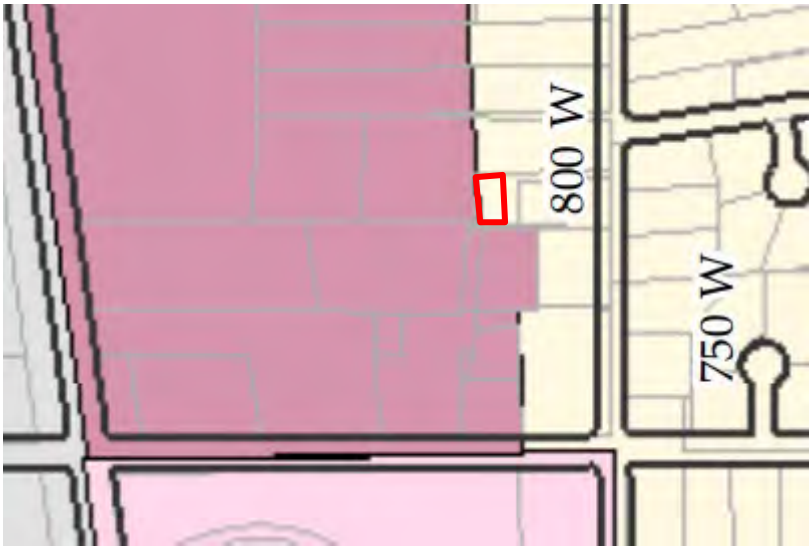


General Plan

The subject property has a Residential-Low designation in the Land Use Map in the Lindon General Plan. With the upcoming general plan update early next year, depending on the outcome of this zone change, this designation will be updated to Mixed Commercial, which is what the rest of the property is. According to the General Plan, the purpose for areas designated as Mixed Commercial is as follows:

> "This category includes general commercial, low intensity light industrial, and research and business use."

The proposed general plan designation of Mixed Commercial would support a rezone of the property from R1-20 to LI.



General Plan Map designation

Light Industrial Zone

1. Properties in the Light Industrial Zone follow the development requirements in section 17.49 of the Lindon City Code. The purpose section of this ordinance states the following: *"It shall be the purpose of the LI district to provide areas in appropriate locations where light manufacturing, industrial processes and warehousing not producing objectionable effects may be established, maintained, and protected. The regulations of this district are designed to protect environmental quality of the district and adjacent areas."*
2. The Light Industrial Zoning ordinance requires that a masonry or concrete fence seven feet high, be constructed and maintained along any property line between a non-residential development and a residential use or a residential zone. This fencing requirement will be completed with the approval of the site plan for Sunrise Warehouse Park
3. The permitted and conditional uses for the Light Industrial zone are designated in the standard land use table.

With the approval of the minor subdivision, this lot will meet the minimum LI lot size of 1 acre, as it will be consolidated with other parcels owned by the applicant.

Public Notices

Public Hearing Notices, required per Lindon City Code section 17.14, were mailed to properties within 800 feet and to each affected entity. The zone map amendment notice was also published on the State Public Notice and city websites, also posted at Lindon City Hall, Public Safety, and Community Center buildings.

Staff Analysis

The previously approved storage units brought up neighbor, commission, and Council concerns of possible residences in the storage units. This property is a difficult piece to develop, but putting two warehouses on the property will ensure that there are no illegal residences, and that this otherwise empty land has investment put into it. This proposal will probably have less potential impact on the neighborhood and will benefit the city by providing additional employment opportunities. City staff believes that the zone change is appropriate, because it will allow this better use that will bring more businesses into Lindon, generate more tax for the City, and clean up a site that has been empty for years.

Exhibits

1. Aerial Photo
2. Ordinance

3. Site Plan
4. Landscaping Plan
5. Building Elevations

Exhibit 1: Aerial Photo



ORDINANCE NO. 2022-20-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON THE PROPERTY IDENTIFIED BELOW FROM RESIDENTIAL R1-20 TO LIGHT INDUSTRIAL (LI) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal of promoting employment opportunities, quality businesses, and environmentally clean industrial development; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal to provide a diversified economic base that will complement local industrial establishments; and

WHEREAS, the City Council finds that certain changes are desirous in order to consolidate the zoning on a property; and

WHEREAS, on December 13, 2022, the Planning Commission held a properly noticed public hearing to hear testimony regarding an application to amend the zoning map filed by Ryan Litke; and

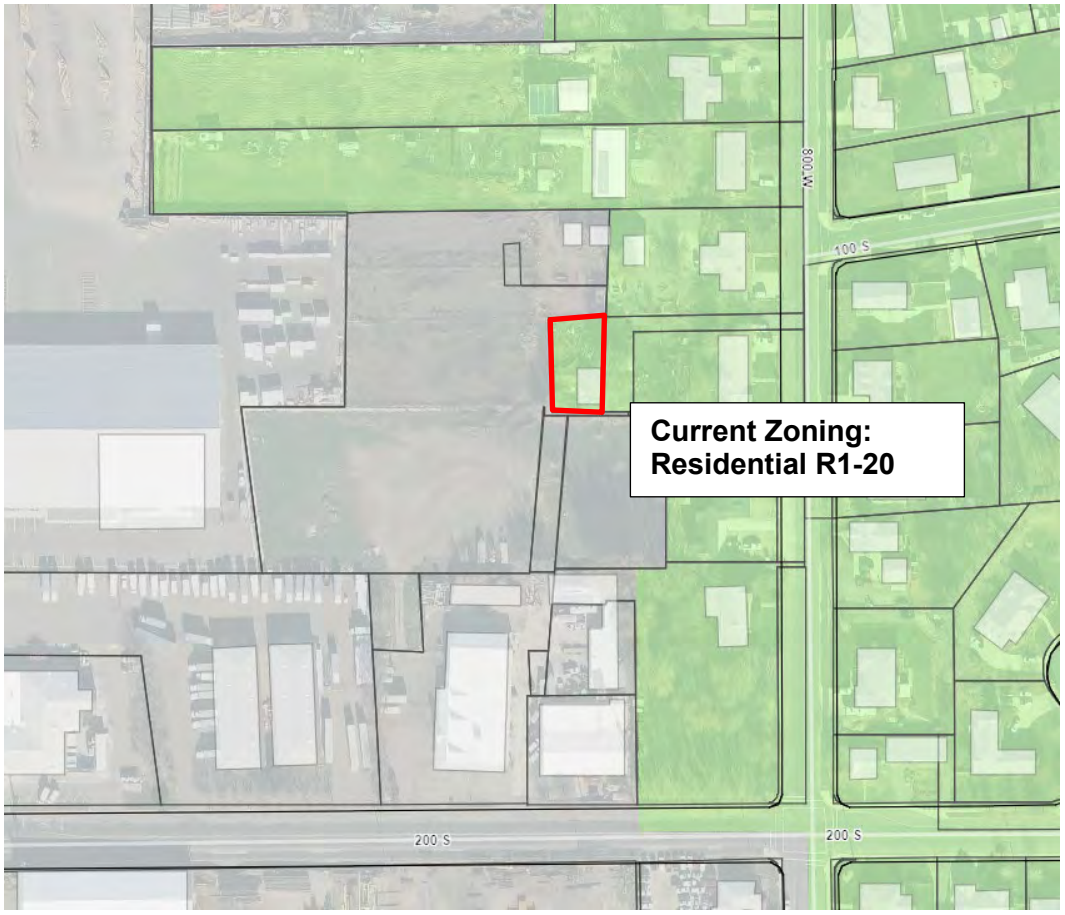
WHEREAS, after the public hearing, the Planning Commission further considered the proposed zone map amendment and recommended that the Council adopt the recommended zone map amendment; and

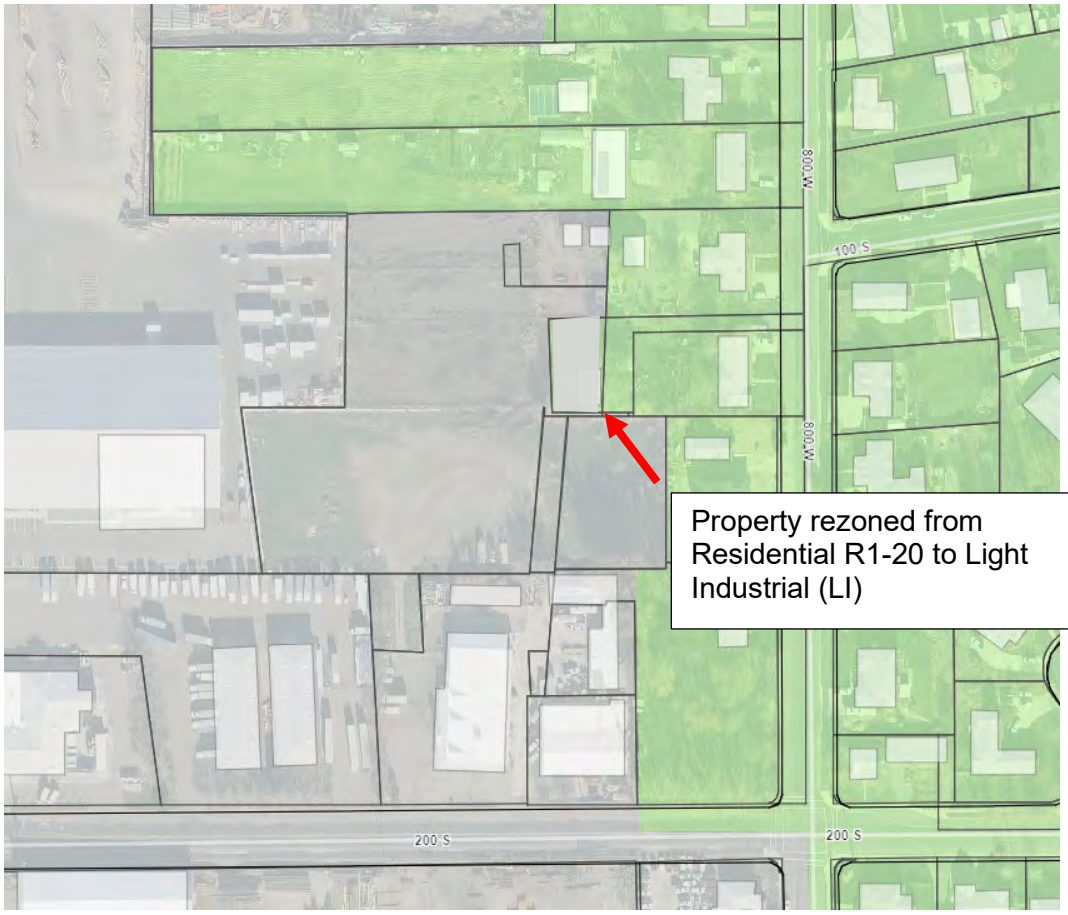
WHEREAS, on _____ the City Council held a properly noticed public hearing to hear testimony regarding the zoning map amendment and received and considered all public comments that were made therein.

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

SECTION I - Zone Map Amendment: The Lindon City Zoning Map is hereby amended as follows:

Parcel ID	**Property Owner**	**Address**
14:065:0222	Skyline Holdings Group LLC	Approximately 130 S. 800 W.


800 W
100 S
200 S
200 S
Current Zoning:
Residential R1-20


800 W
100 S
800 W
200 S
200 S
Property rezoned from Residential R1-20 to Light Industrial (LI)


N89-25-25E 232.4 ft
14:065:0209
14:065:0223
14:065:0222
14:065:0135
14:065:0188
55:734:0001
14:065:0187
117.27 ft
133.3 ft
60.58 ft
Property rezoned from Residential R1-20 to Light Industrial (LI)

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

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

SECTION IV - Effective Date: This ordinance shall take effect immediately upon its passage and posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____day of _____, 2022.

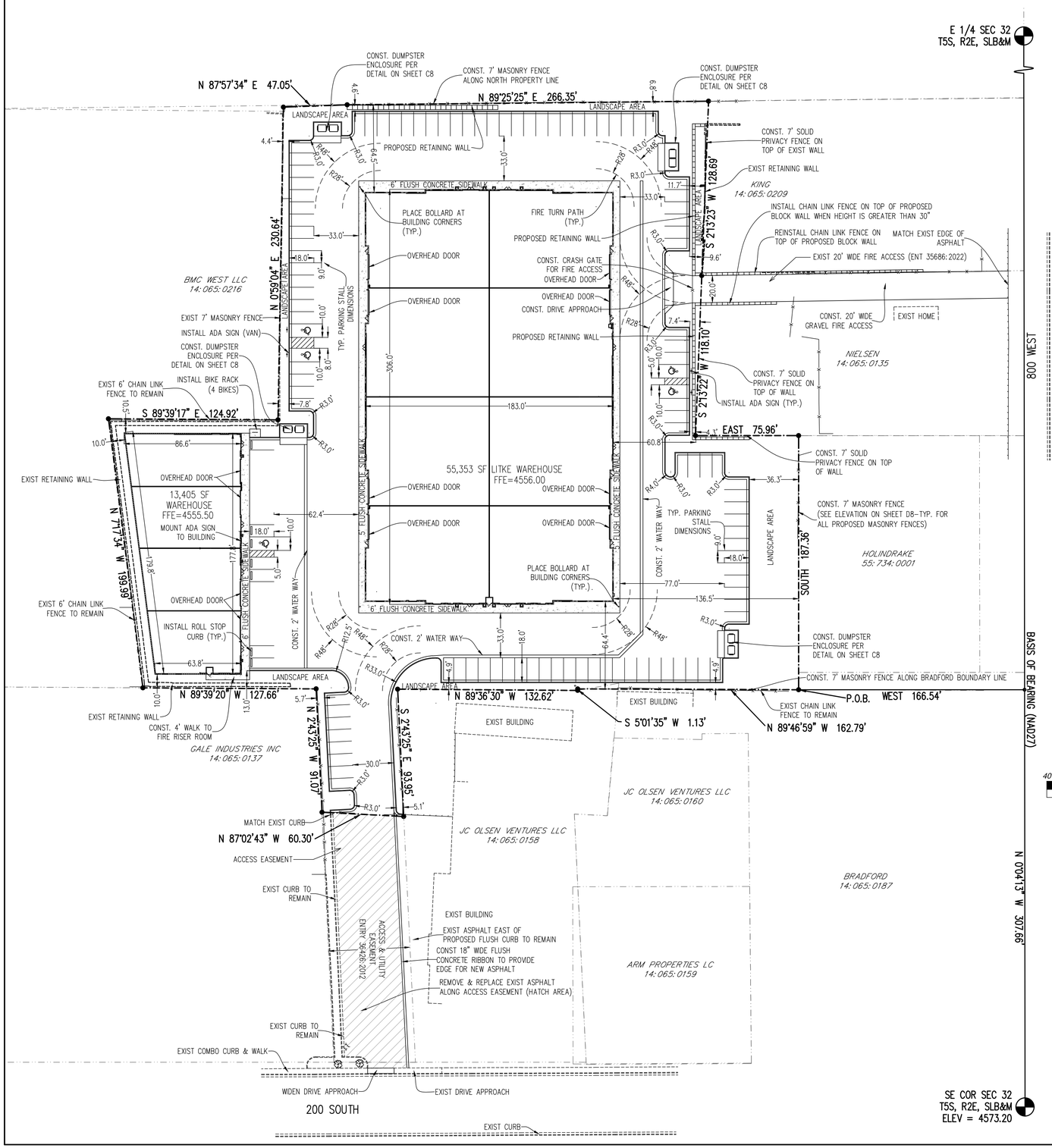
_____
Carolyn Lundberg, Mayor

ATTEST:

_____
Kathryn A. Moosman,
Lindon City Recorder

SEAL

SUNRISE WAREHOUSE PARK



GENERAL NOTES:

1. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT" (ADA).
2. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC, UNDERGROUND SPRINKLING SYSTEM WITH A BACKFLOW PREVENTION DEVICE AND A BACKFLOW PREVENTION DEVICE TO THE BUILDING, UNLESS LANDSCAPING IS SERVED BY THE SECONDARY WATER SYSTEM.
3. WATER METERS ARE TO BE LOCATED BEHIND BACK OF WALK OR BACK OF CURB IN AN AREA THAT IS ACCESSIBLE, NOT LOCATED BEHIND FENCED AREAS OR UNDER COVERED PARKING.
4. LINDON STANDARD SPECIFICATIONS AND DRAWINGS APPLY TO CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE OWNED OR MAINTAINED BY LINDON CITY AND TAKE PRECEDENCE OVER OTHER STANDARDS.
5. NO PRESSURE REDUCING VALVES ARE PROPOSED ON THIS SITE.
6. ALL LANDSCAPING TO CONFORM TO LINDON STANDARD DRAWING C.
7. ZONE=LI
8. IBC CONSTRUCTION TYPE: 5-B, OCCUPANCY CLASSIFICATIONS: S1, B
9. INTERNATIONAL FIRE CODE CONSTRUCTION TYPE: 5-B, OCCUPANCY CLASSIFICATIONS: S-1, B
10. THERE ARE NO EXISTING BUILDINGS ON THE SITE THAT ARE TO REMAIN.
11. ALL PUBLIC UTILITIES ARE ALREADY CONSTRUCTED IN THE STREET IN FRONT OF THE SITE.
12. SEE SEPARATE SUBMITTALS ON STORM DRAINAGE CALCULATIONS AND GEOTECHNICAL REPORT
13. THIS BUILDING WILL BE FIRE SPRINKLED.
14. SITE LIGHTING AROUND THE BUILDING WILL BE BUILDING MOUNTED. LIGHT IS DIRECTIONAL AND SHIELDED. BUILDING MOUNTED LIGHTS WILL PROVIDE LIGHTING FOR THE PARKING LOT. SEE DETAIL ON DETAIL SHEET C8.
15. ALL PROPOSED UTILITIES ON-SITE ARE PRIVATE UNLESS OTHERWISE NOTED.
16. NO FLOOR DRAINS ARE PROPOSED FOR THIS SITE.
17. THE SITE IS IN ZONE X ON FEMA MAP PANEL NUMBER 49049C0330F, EFFECTIVE DATE 06/19/2020. THIS IS AN AREA OF MINIMAL FLOOD HAZARD.
18. CONTRACTOR TO REMOVE AND RECOMPACT THE UNDOCUMENTED FILL BENEATH THE BUILDING FOOTPRINT, FLATWORK AND PAVEMENT AS PER GEOTECHNICAL REPORT.

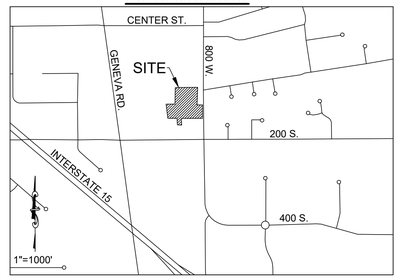
TABULATIONS:

TOTAL AREA:	175,671 S.F. = 100%
LANDSCAPING AREA:	23,452 S.F. = 13.3%
BUILDING AREA:	68,758 S.F. = 39.1%
PARKING/CONCRETE AREA:	83,461 S.F. = 47.5%
PARKING LANDSCAPE AREA REQUIRED:	
40 S.F PER STALL X 114 STALLS =	4,560 S.F.
PARKING LANDSCAPE AREA PROVIDED:	4,790 S.F.

PARKING TABULATIONS:

WAREHOUSE AREA:
BUILDING 1: 44,553 S.F. @ 1/1000 S.F. = 45 STALLS
BUILDING 2: 9,805 S.F. @ 1/1000 S.F. = 10 STALLS
OFFICE AREA:
BUILDING 1: 10,800 S.F. @ 1/350 S.F. = 31 STALLS
BUILDING 2: 3,600 S.F. @ 1/350 S.F. = 11 STALLS
TOTAL PARKING STALLS REQUIRED: 97
TOTAL PARKING STALLS PROVIDED INCLUDING ADA: 114
ADA STALLS REQUIRED: 5
ADA STALLS PROVIDED: 5
BICYCLE PARKING: (2 MIN. FOR FIRST 50) + (1 FOR EACH EXTRA 50) = 4 REQUIRED AND 4 PROVIDED

VICINITY MAP



LEGAL DESCRIPTION

Beginning at a point located North 0°04'13" West along section line 307.66 feet and West 166.54 feet from the Southeast Corner of Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°46'59" West along a boundary line agreement recorded as Entry 74418:199 a distance of 162.79 feet; thence South 5°01'35" West 1.13 feet; thence North 89°36'30" West 132.62 feet; thence South 2°43'25" East 93.95 feet; thence North 87°02'43" West 60.30 feet; thence North 2°43'25" West 91.07 feet; thence North 89°39'20" West 127.66 feet; thence North 7°17'34" West 199.99 feet; thence South 89°39'17" East 124.92 feet; thence North 0°59'04" East 230.64 feet; thence along a boundary line agreement recorded as Entry 9283:2018 the following two courses and distances: 1)North 87°57'34" East 47.05 feet and 2) North 89°25'25" East 266.35 feet; thence South 2°13'23" West 128.69 feet; thence South 2°13'22" West 118.10 feet; thence East 75.96 feet; thence South along the westerly boundary of Williamson Investments Plat "A" a distance of 187.36 feet to the point of beginning.
Area = 4.03 Acres

SHEET INDEX

C1	SITE PLAN
C2	UTILITY PLAN
C3	GRADING PLAN (NORTH)
C4	GRADING PLAN (SOUTH)
C5	EROSION CONTROL PLAN
C6	BMP DETAILS
C7	BMP DETAILS
C8	DETAIL SHEET
C9	DETAIL SHEET
C10	LONG TERM STORM WATER POLLUTION PREVENTION AND MAINTENANCE PLAN

Surveyor: Aztec Engineering, Inc.
c/o Aaron Thomas
801-592-2693

CURRENT PROPERTY ZONING: LIGHT INDUSTRIAL

REGISTERED PROFESSIONAL ENGINEER
No. 270393
DAVID W. PETERSON
STATE OF UTAH
12/1/22

Know what's below. Call before you dig.

BENCH MARK

SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (FOUND MONUMENT)
NGVD29 ELEVATION = 4573.20

REVISIONS

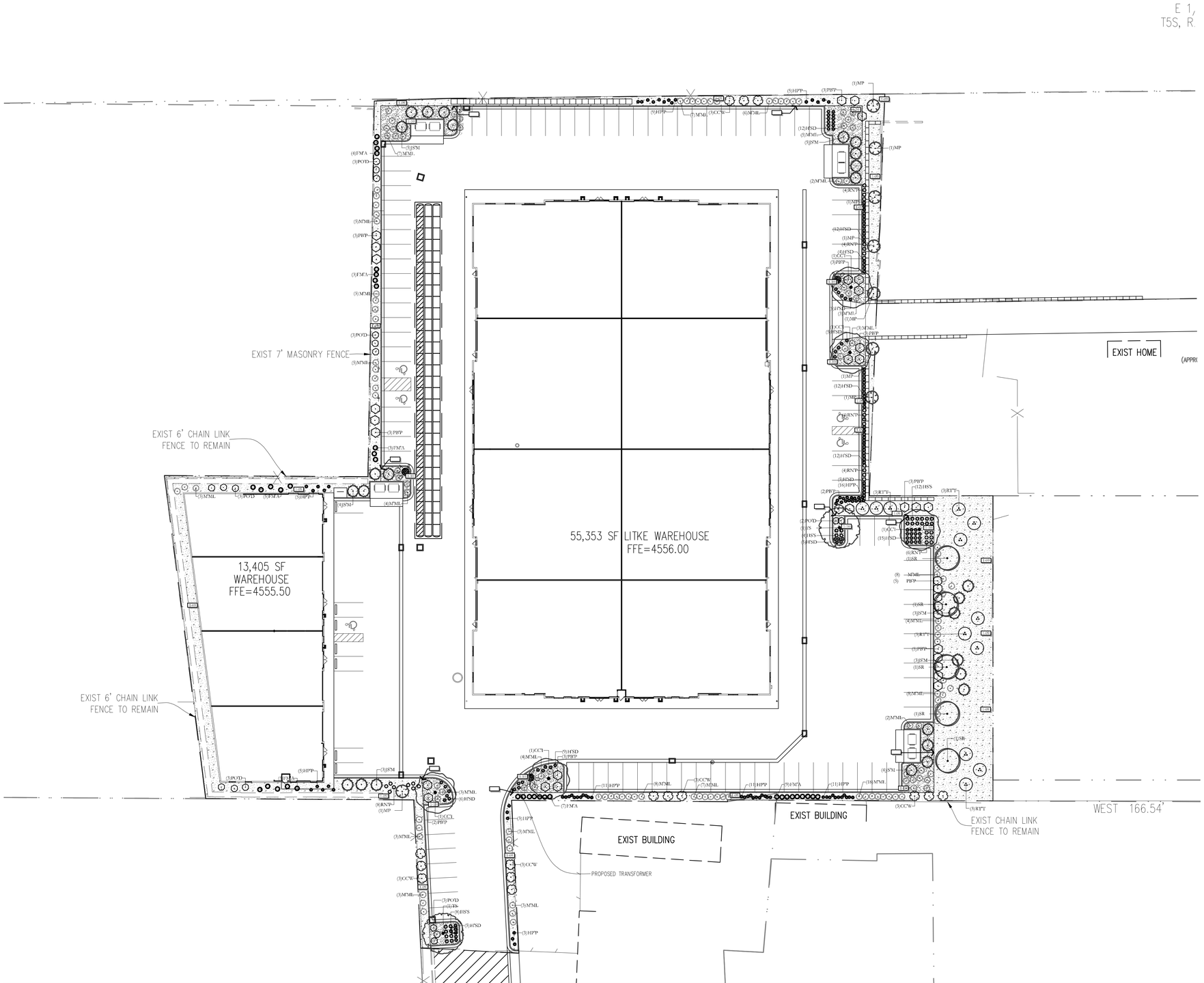
Rev.	Date	Description
1	12/01/22	REVISED PER CITY COMMENTS

Developer: Ryan Litke
90 East Main #2
Lehi, UT 84043
801-787-4998

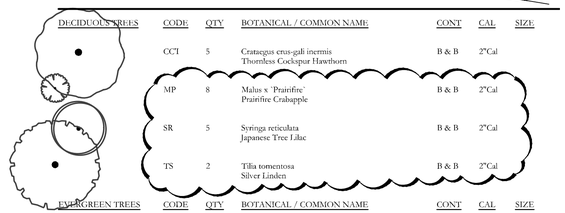
EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

SUNRISE WAREHOUSE PARK
LINDON 130 SOUTH 850 WEST UTAH

Drawn by: D.W.P.	SITE PLAN	Scale: 1"=40'
Designed by: D.W.P.		Date: 09/22/22
Checked by: D.W.P.		C1



PLANT LEGEND



DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	CC'I	5	Crataegus crus-galli inermis Thornless Cockspur Hawthorn	B & B	2"Cal	
	MP	8	Malus x 'Prairifire' Prairifire Crabapple	B & B	2"Cal	
	SR	5	Syringa reticulata Japanese Tree Lilac	B & B	2"Cal	
	TS	2	Tilia tomentosa Silver Linden	B & B	2"Cal	

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	JSM	27	Juniperus scopulorum 'Moonglow' Moonglow Juniper Area Value = 78sf	B & B		5'-6'

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CCW	15	Cotinus coggygria 'NCO01' TM Winecraft Black Smoke Tree Area Value = 50 SF	5 gal
	POD	17	Physocarpus opulifolius First Editions 'Donna May' Little Devil Ninebark Area Value = 28sf	5 gal
	PBP	35	Prunus besseyi 'P011S' TM Pawnee Buttes Sand Cherry Area Value = 28sf	5 gal
	RTT	12	Rhus typhina 'Tiger Eyes' Tiger Eyes Sumac Area Value = 78sf	5 gal

EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	HPP	79	Hesperaloe parviflora 'Perpa' Brakelights® Red Yucca Area Value = 7sf	1 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	FM'A	37	Festuca mairei Atlas Fescue Area Value = 7 sf	1 gal
	HS'S	24	Helictotrichon sempervirens 'Sapphire' Blue Oat Grass Area Value = 7 sf	1 gal
	MML	133	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass Area Value = 28 sf	2 gal

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	HSD	107	Hemerocallis x 'Stella de Oro' Stella de Oro Daylily Area Value = 7 sf	1 gal

ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	RN'P	30	Rosa x 'Novarospop' Popcorn Drift® Groundcover Rose Area Value = 13 sf	5 gal

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
L-09	1" MINUS COPPER CANYON CRUSHED ROCK OR APPROVED EQUAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1" AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	17,174 sf
L-10	1" MINUS WASATCH GREY CRUSHED ROCK OR APPROVED EQUAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1" AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	4,284 sf
L-19	5.5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	321 lf

ISSUE DATE	PROJECT NUMBER
11/29/2022	UT22158

NO.	REVISION	DATE
1	CHANGE TREE TYPES,ADD 30' ADD SHRUBS	11-29-22
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

0' 15' 30' 60' 120'
GRAPHIC SCALE: 1" = 30'

PROJECT INFORMATION

SUNRISE WAREHOUSE PARK
130 S. 850 W.
LINDON, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

ARBOR REALTY
ATT: RYAN LITKE
801-787-4998
ABORREALTYUTAH@GMAIL.COM

EXCEL ENGINEERING
DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
STATE OF UTAH
11/29/2022

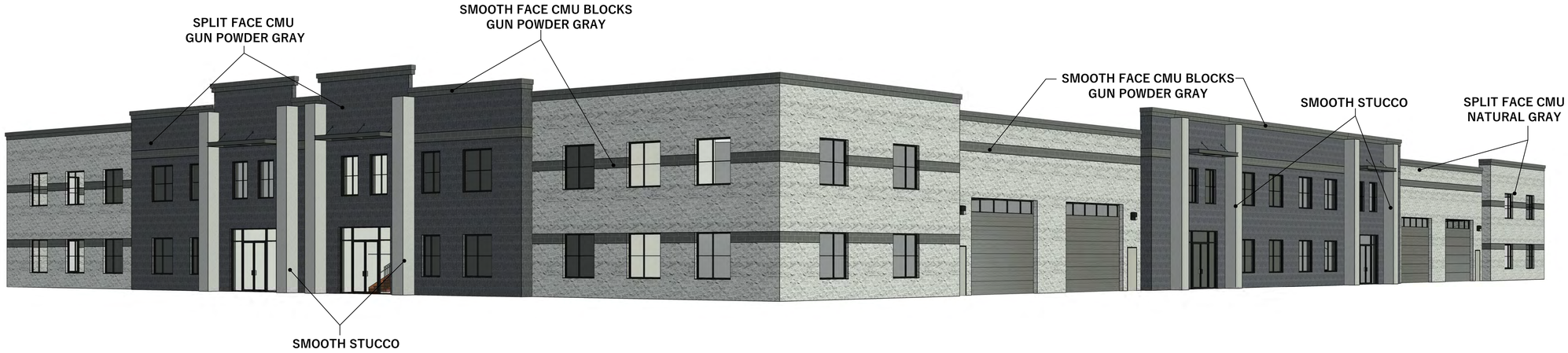
DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	11/29/2022

LANDSCAPE PLAN OVERALL

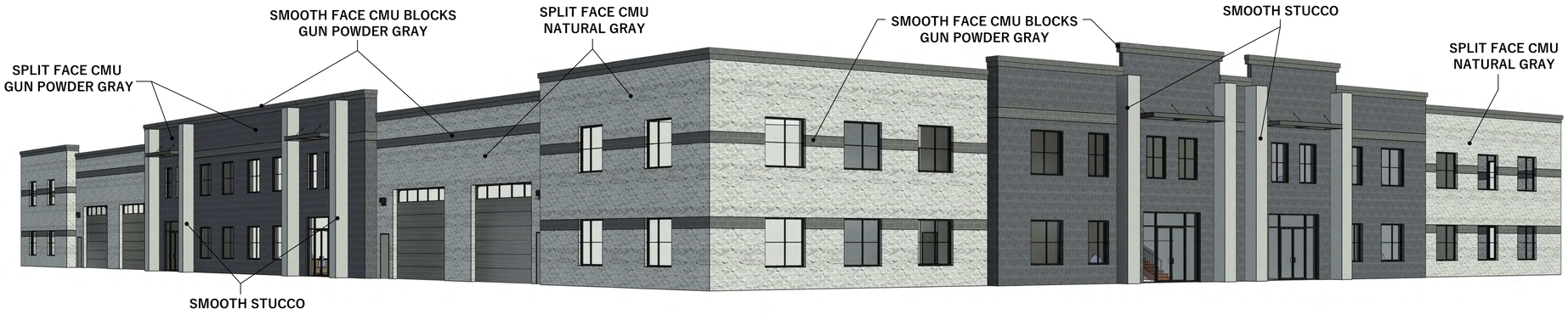
PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-O

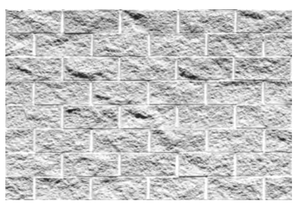
Building 1



1 A2.3 NORTH WEST PERSPECTIVE
NTS



2 A2.3 SOUTH WEST PERSPECTIVE
NTS



8" X 16" X 8" SPLIT FACE CMU BLOCKS
- NATURAL GRAY



8" X 16" X 8" SPLIT FACE CMU BLOCKS
- GUN POWDER GRAY



8" X 16" X 8" SMOOTH CMU BLOCKS
- GUN POWDER GRAY



SMOOTH STUCCO FINISH
- NATURAL GRAY

PROJECT NUMBER
22102

ISSUE DATE:
NOVEMBER 8, 2022

REVISIONS:

No.	Date	Description

CONSULTANT

LITKE LINDON WAREHOUSE
860 W 200 S, LINDON, UTAH

PERSPECTIVES

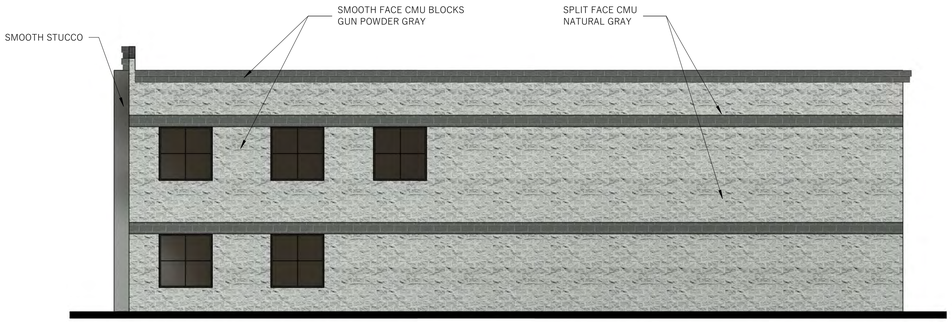
A2.3

WWW.JZW-A.COM 45 EAST CENTER STREET STE 202, NORTH SALT LAKE, UTAH 84054 PHONE: (801) 936-1343
JZW ARCHITECTS

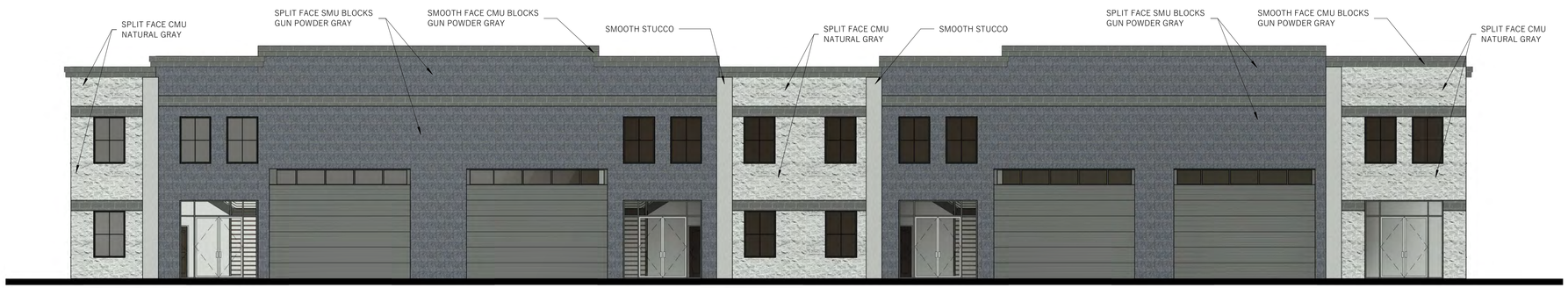
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Building 2

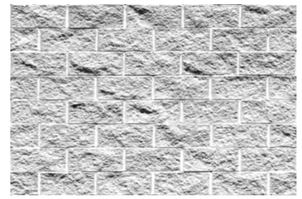




1 A2.1 **NORTH ELEVATION**
1/8" = 1'-0"



2 A2.1 **EAST ELEVATION**
1/8" = 1'-0"



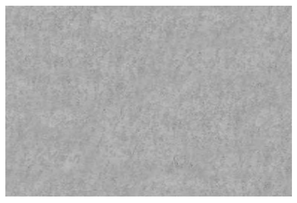
8" X 16" X 8" SPLIT FACE CMU BLOCKS
- NATURAL GRAY



8" X 16" X 8" SPLIT FACE CMU BLOCKS
- GUN POWDER GRAY



8" X 16" X 8" SMOOTH CMU BLOCKS
- GUN POWDER GRAY



SMOOTH STUCCO FINISH
- NATURAL GRAY

PROJECT NUMBER
22102

ISSUE DATE:
NOVEMBER 11, 2022

REVISIONS:

No.	Date	Description

CONSULTANT

LITKE LINDON WAREHOUSE

860 W 200 S, LINDON, UTAH

ELEVATIONS

A2.1

JZW ARCHITECTS

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11. Conditional Use Permit – Cell Tower at 490 N. State Street. The Council will review a proposal by Atlas Tower for a new 100’ cell tower (stealth designed as evergreen tree) on Alpine School District property at approximately 490 N State St. *(30 minutes)*

Sample Motion: I move to (approve, deny, continue) the conditional use permit for a cell tower on Alpine School District property (as presented, or with changes). (SEE SAMPLE MOTION WITH SUGGESTED CONDITIONS IN STAFF REPORT)

Conditional Use Permit for Atlas Tower – 490 N State St

Date: December 19, 2022
Applicant: Atlas Tower
Presenting Staff: Mary Barnes

General Plan: Commercial
Current Zone: General Commercial (CG)

Property Owner: Alpine School District
Address: 490 N State St
Parcel ID: 14:068:0276
Lot Size: 10.799

Type of Decision: Administrative



SUMMARY OF KEY ISSUES

Atlas Tower is proposing a new 100' stealth cell tower on Alpine School District property at approximately 490 N State St. After reviewing Title 5.07, staff has determined that cell towers must go through a conditional use permit process with the City Council and receive a waiver in order to be constructed on school district property.

MOTION

I move to (*approve*, *deny*, *continue*) the applicant's request for a conditional use permit for a 100' cell tower at 490 N State St, Lindon, with the following conditions:

1. The tower is permitted to locate on school district property at approximately 490 N. State as identified on the site plan;
2. As per Title 5.07.100, each year after a facility becomes operational, the facility operator shall conduct a safety inspection in accordance with EIA and FCC standards and file a report with the city administrator within 60 days of the inspection;
3. The site will consist of one tower with a maximum height of 100'. The color will be environmentally compatible and blend with the skyline. The landscaping will incorporate the landscaping requirements found in 5.07.110;
4. The applicant will submit full structural engineering plans to be approved by the City as part of the building permit approval;
5. All items of the staff report.

OVERVIEW

1. Atlas Tower has made an application to construct a new 100' cell tower at 490 N State St., on Alpine School District Property.
2. Title 5.07 governs telecommunication facilities in Lindon City, and 5.07.030 states that the goal of this ordinance is to-

a. (i) encourage the location of towers on public property and in non-residential areas and to minimize the total number of towers throughout the city,
b. (ii) encourage strongly the joint use of new and existing tower sites,
c. (iii) encourage users of towers and antennas to locate them to the extent possible, in areas where the adverse impact on the city is minimal,
d. (iv) encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas, and
e. (v) enhance the ability of the providers of telecommunications services to provide such services throughout the city quickly, effectively, and efficiently.

3. Title 5.07 requires all cell towers to locate on city property as a first priority, and then school district property as a secondary priority. The applicant is requesting a waiver to the city property requirement, and the applicant has provided technological evidence to show why they cannot locate this tower on any surrounding city property.
4. This cell tower is tall enough to allow three levels of antenna to co-locate, which will decrease the number of future towers in the city.
5. Lindon already has 4 cell towers in the city with differing heights-
    a. Cell Tower at 1820 W 200 S (near transfer station), 100' tall. Originally approved through CUP in 1996.
    b. Cell Tower at approx. 775 E. 200 S. (near Oak Canyon Junior High), 93' tall. Originally approved through CUP in 2000 as an 80' tower. Height was increased through amended CUP in 2019.
    c. Cell Tower at 50 W. 60 N. (near community center), 98' tall. Originally approved through CUP in 2001 as a 70' tower. Height was increased through amended CUP.
    d. Cell Tower at 944 W Center St (near public works), 100' tall. Originally approved though CUP in 2005.
6. City code 5.07 encourages the co-location of antennas over adding new antennas within the City;
7. T-Mobile will be the first antenna array to locate on this tower.
8. Notices were mailed on December 9, 2022 to adjoining property owners in accordance with Lindon City Code Section 17.14.50 Third Party Notice. Staff has received no public comment(s) at this time.

SURROUNDING ZONING AND LAND USE

North: **PRD and R1-20** – Future Lindon Heights commercial development and LDS church house
South: **CG-A** – Utah Valley Autos
East: **R1-20** – Alpine School District yard and single-family homes
West: **PRD and CG-A** – Lindon Nursery and Dastrup Auto

TITLE 5.07 STANDARDS

Site Selection Standards – 5.07.050 and 5.07.060

Title 5.07.050 outlines the site selection criteria for a cell tower development company, and the site selection criteria for the City. The following city standards are required for new cell towers:

Required	Provided	Compliant
A telecommunications company proposing to construct a cell tower is required to demonstrate, using technological evidence, that the	The applicant has provided the exhibit named "Site Selection Justification" to demonstrate that the site selected is needed. More information is below.	Yes.

antenna must go where it is proposed in order to satisfy its function in the company's grid system		
The applicant must demonstrate by technological evidence that the height requested is the minimum height necessary to fulfill the cell site's function within the grid system	The applicant has provided a letter from their engineer stating that 100' is the absolute minimum height that T-Mobile needs to be able to effectively off-load traffic. See the exhibit named "Engineer's Letter".	Yes.
The applicant must be an FCC licensed telecommunications provider or have agreements with an FCC telecommunications provider.	The applicant has provided their FCC registration number to staff.	Yes.
Cell tower site are only permitted to be located on bare ground without existing visual mitigation in districts zoned CG, LI, MU, HI, and R&B	The proposed site is in the CG zone.	Yes.
The minimum lot size for commercial communications towers shall be three acres.	The school district parcel is 10.8 acres.	Yes.

The following shows the order of priorities for locating new communications facilities, according to Title 5.07.060:

1. Place antennas and stealth towers on city property in the LI, HI, and CG zone. This is the highest priority whenever feasible. The City Council may waive the requirements of this subsection to allow antennas and towers to be placed on school district property. If based on technological or engineering data provided by the applicant, the City Council determines the location of telecommunication towers or antenna support structures on city or school district property is not feasible or practicable as required by this subsection, then the priorities set forth in the following subsections C through E, shall apply.
2. At the discretion of the City Council, place antennas and towers on school district property in the MU and R&B zones
3. Place antennas and towers on other private non-residential property
4. Place antennas and towers in residential districts

According to the applicant, a 100' tower is needed in this area to help off-load traffic from the neighboring sites. This site is optimal because it's within a high traffic area that is outlined in the "Site Selection Justification" exhibit. Within this high traffic area, there is no available city property. The applicant did identify surrounding city property and provide technological justification as to why the tower cannot be located on the properties. These properties include:

- Fryer Park. This park is about .51 miles to the east of the proposed site, and not within the required high traffic area.
- The cemetery overflow (Lindon City #1). The overflow is about .6 miles to the east of the proposed site, and not within the required high traffic area.
- Lindon Cemetery (Lindon City #2). The cemetery is about .67 miles to the east of the proposed site, and not within the required high traffic area.
- Lindon City Park and Aquatics Center. This area is about .41 miles south of the proposed site, and it is too close to the existing cell tower (50 W 60 N). Additionally, it is out of the required high traffic area.

The city code allows the City Council to waive the requirement to place a tower on city property, to allow the tower to be placed on school district property. Therefore, the applicant has requested a waiver to be able to place the tower on school district property at 490 N State St.
The second priority talks about school district property in the MU and R&B zones. At the time of this staff report, there are no MU zones within the city. The Research and Business zone is located in the southwestern corner of Lindon, where the Canopy Business Park is. This area is not within the required high traffic area, which the applicant has identified as being along State St between 500 N and 700 N. Additionally, the school district does not own any property in this zone.
The applicant is requesting Council approval for placing a tower with antennas on other private non-residential property, which is the third priority.

Co-Location – 5.07.070

Title 5.07 requires that every new tower within Lindon City provides space for co-location, or for locating multiple antennas on one tower. This is to ensure that there is not an abundance of towers within Lindon City, with separate antennas on each. To meet this goal, it is required that all new towers shall be designed to accommodate antenna for more than 1 user. The proposed tower has three (3) spaces for antenna, for three different telecommunications providers. Additionally, a new tower at or over 100' must have a site plan that delineates at least two areas at the base of the tower for additional equipment buildings for the use of others. The proposed tower site has three (3) areas for other users.
The proposed tower meets all co-location requirements. See "Co-Location Letter" exhibit.

Design Criteria – 5.07.080 and 5.07.070

Required	Provided	Compliant?
Architecture: Facilities should be architecturally compatible with surrounding buildings or blend in with the existing characteristics of the site. All new towers that are constructed shall be stealth towers, unless the applicant justifies to the council, in its sole discretion, that a stealth tower is not technically feasible.	The applicant has proposed a faux evergreen tree to fulfill this requirement.	Yes.
Setback: Towers shall comply with the minimum setback requirements of the zone, when not located within a residential zone. The setbacks in a commercial zone are as follows: Front: 20 ft Rear: 40' when abutting residential Side: 0' when abutting commercial, 40' when abutting residential	The tower has a 206' front setback (west), a 40' side setback to the abutting commercial (south), an 84' side setback to 500 N (north), and a 1,229' rear setback (east). The tower is 155' from the nearest residential property (the church), and 300' from the closest residential property with a residential use.	Yes.
Color: Must generally match surroundings or background and must be approved by the city.	The proposed color of the cell tower is brown, the "leaves" will be green.	Yes. The tower will be disguised as a tree, and trees will be in the background.
Lights, Signals & Signs: No signals, lights, or signs shall be permitted on towers unless required by the FCC or FAA.	The existing poles do not have lights, signals or signs and none are proposed.	Yes.

Equipment Structures: Ground level equipment and buildings and the tower base shall be screened from public streets and residentially zoned properties. • The maximum floor area is three hundred (300) feet and the maximum height is twelve (12) feet. • Ground level buildings shall be screened from adjacent properties by landscape plantings, fencing or other appropriate means, as specified herein or in the City Code.	Atlas Tower will not be constructing equipment structures at this time. The providers on the tower will need to follow this requirement when they construct their equipment structures.	Yes.
Federal Requirements: All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas.	Staff has received documents regarding FCC certification of the service provider, and registration of this tower with the FAA.	Yes.
Building Code; Safety Standards: To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards in applicable City building codes and the applicable standards for towers that are published by the Electronics Industries Association ("EIA"), as amended from time to time.	The applicant will be required to submit a building permit for the tower and any antenna upgrades if City Council approves this application.	Yes.
Structural Design: Towers shall be constructed to the EIA Standards, which may be amended from time to time, and all applicable construction or building codes.	No structural engineering on how the structure will be constructed has been provided. This will be required as part of the building permit approval.	Yes.
Fencing: A well-constructed masonry or stone wall, or chain link fence in all zones, not less than eight (8) feet in height from finished grade shall be provided around each tower. A locked gate is required.	An 8' chain-link will be provided around the site area. A gate has also been provided.	Yes.
Antenna height: The applicant shall demonstrate that the antenna is the minimum height required to function satisfactorily.	The applicant has provided the exhibit named "Engineer's Letter" that addresses this requirement. The minimum antenna height necessary for T-Mobile's antenna is 95'.	Yes.
Antenna Support Structure Safety: The proposed antenna and cell tower are safe, and the surrounding areas will not be negatively affected by support structure failure and falling ice. All towers shall be fitted with anti-climbing devices.	The proposed tower will have a safety cable for maintenance, but will not have any climb mechanisms. In the event of strong wind gusts or an earthquake, the fall radius will not damage other buildings in the area.	Yes. More information can be seen on the exhibit named "Fall Radius Letter".

Required parking: If the cell site is fully automated, adequate parking shall be required for maintenance workers.	In the exhibit named "Supplementary Narrative", the applicant states that maintenance workers will only visit the site about 1-4 times a year. An average visit will involve 1 car for a few hours. Therefore, parking will be provided on the access easement.	Yes.

Landscaping Standards

According to 5.07.110, landscaping is required to screen as much of the tower as possible.

Required	Provided	Compliant
A row of evergreen trees a minimum of ten (10) feet tall at planting a maximum of six (6) feet apart shall be planted around the perimeter of the fence;	Pinion pines that are 10' tall at planting, and planted 6' apart. They will be a maximum of 30' tall when mature.	Yes.
A continuous hedge at least thirty-six inches (36") high at planting capable of growing to at least forty-eight inches (48") in height within eighteen (18) months shall be planted in front of the tree line referenced above.	The provided shrubs will be 3' tall at planting, and a maximum of 5' tall when mature.	Yes.

Other Required Documents

Title 5.07.130 outlines the application requirements, which are as follows-

1. A scaled site plan (provided on exhibits named "Site Plan" and "Larger Area Site Plan")
2. A current map and aerial (provided)
3. A legal description of the parcel (provided)
4. Approximate distance from residential areas, nearest residential unit, or platted residential properties (provided on exhibit named "Supplementary Narrative")
5. A landscape plan showing landscape materials (provided on exhibit named "Landscape Plan")
6. Method of fencing (provided on exhibit named "Site Plan").
7. A notarized letter stating the tower will comply with all EIA standards and applicable federal and state laws and the City Code (provided on exhibit named "Notarized Compliance Letter").
8. A statement as to whether the tower will accommodate co-location (provided on exhibit named "Co-Location Letter").
9. Certification that the antenna usage will not interfere with other neighboring transmission functions (provided on exhibit named "Site Selection Justification")
10. Proof of lease agreements with an FCC licensed provider (provided to staff).

STAFF ANALYSIS

Atlas Tower has provided an analysis to show this this tower is needed to help offload traffic from neighboring sites, and that this is the only viable location to fulfill that need. The surrounding city properties are not viable, according to the information that has been provided. The tower has been placed in an area that is 300' away from the closest residential use. According to the Fall Radius Letter, the fall radius will not affect existing structures in the event of high wind or seismic pressure. Falling ice will also not affect existing structures.

To minimize the visual impact of the tower, the applicant has provided a landscaping plan that meets the requirements of the 5.07 ordinance. The tower will be a faux evergreen tree, to fulfill the stealth tower requirement in our code. The definition of stealth according to 5.07.020 is as follows:

- "Tower (Stealth)" shall mean any structure that is designed and constructed primarily for the purpose of supporting one or more antennas in a manner that shall be camouflaging and constructed in a manner to avoid detection as a cell tower (i.e. flagpole, tree, etc.)

Other cell towers in Lindon have been approved as flagpoles, or have been approved with no stealth configurations at all. According to the code, all new towers must be stealth towers, unless the applicant justifies to the council, in its sole discretion, that a stealth tower is not feasible. It's up to the Council's discretion to decide what stealth tower means in this instance.

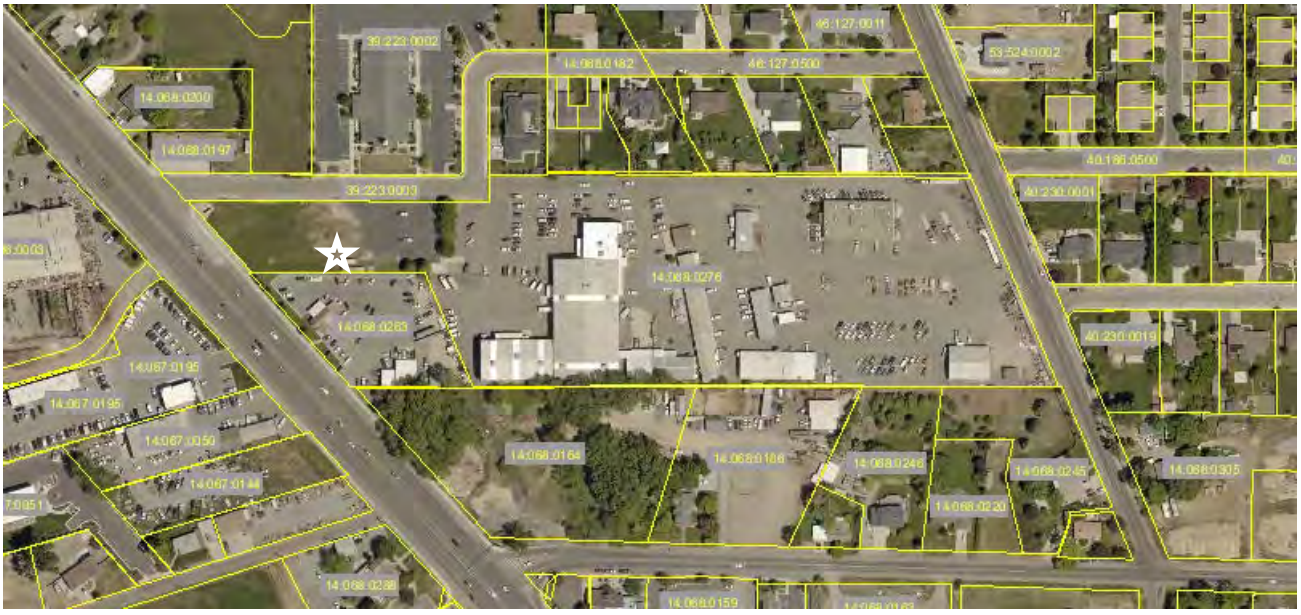
This tower will meet a growing need for towers in the area, as explained by the Site Selection Justification document. The applicant has provided three spaces on the tower for three service providers, which meets co-location requirements and meets the requirement to promote co-location on new towers. This will reduce the number of cell towers in this area in the future.

The applicant has provided all the necessary documents to show that this tower will meet the requirements found in Title 5.07.

EXHIBITS

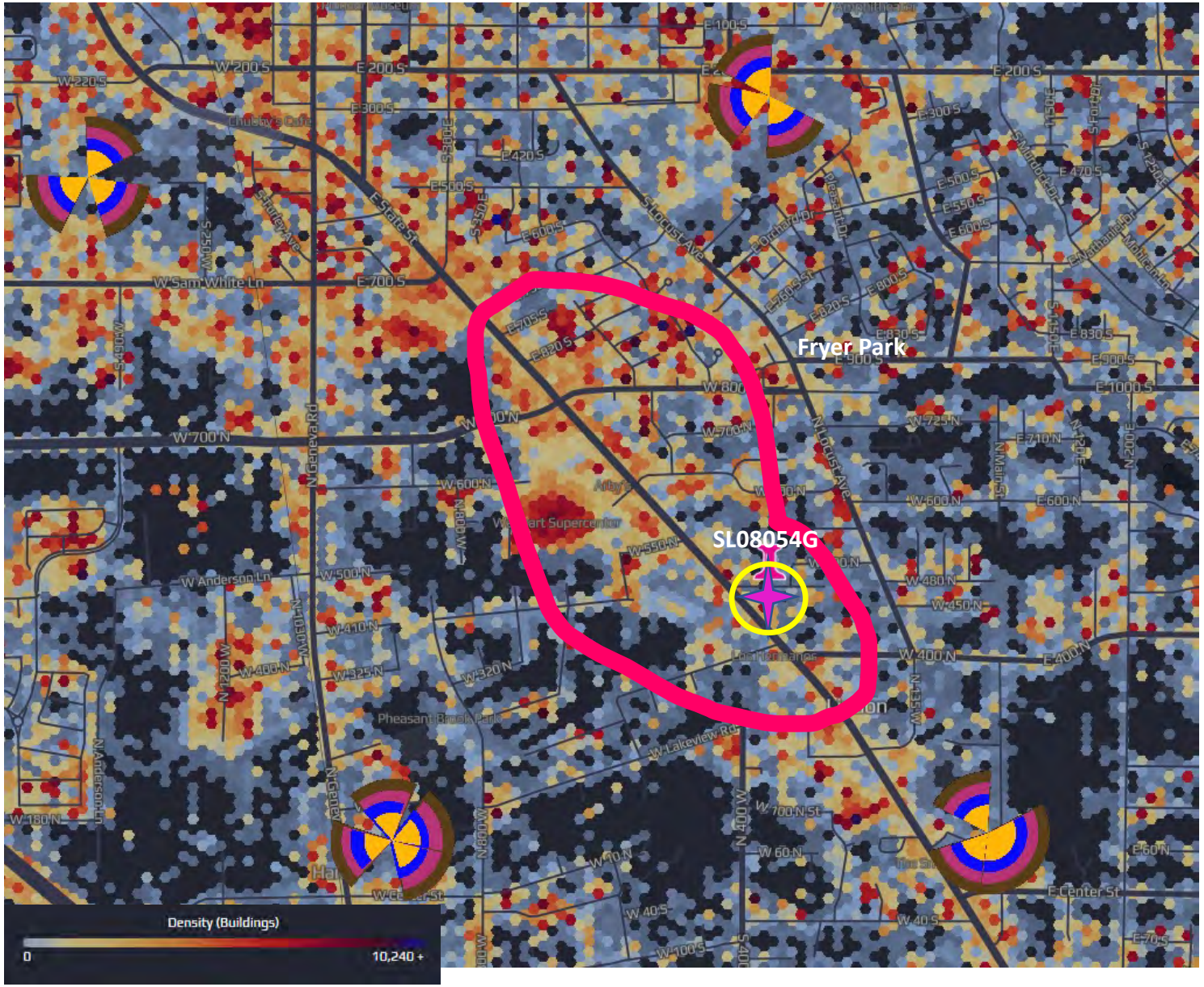
1. Aerial photo of the site and surrounding area
2. Site Selection Justification
3. Larger Area Site Plan
4. Site Plan
5. Tower Elevation
6. Co-Location Letter
7. Engineer's Letter
8. Fall Radius Letter
9. Notarized Compliance Letter
10. Landscape Plan
11. Supplementary Narrative
12. Provo Stealth Tower – Image

Exhibit 1



RF Notes – Capacity need for Site

Exhibit 2: Site Selection Justification



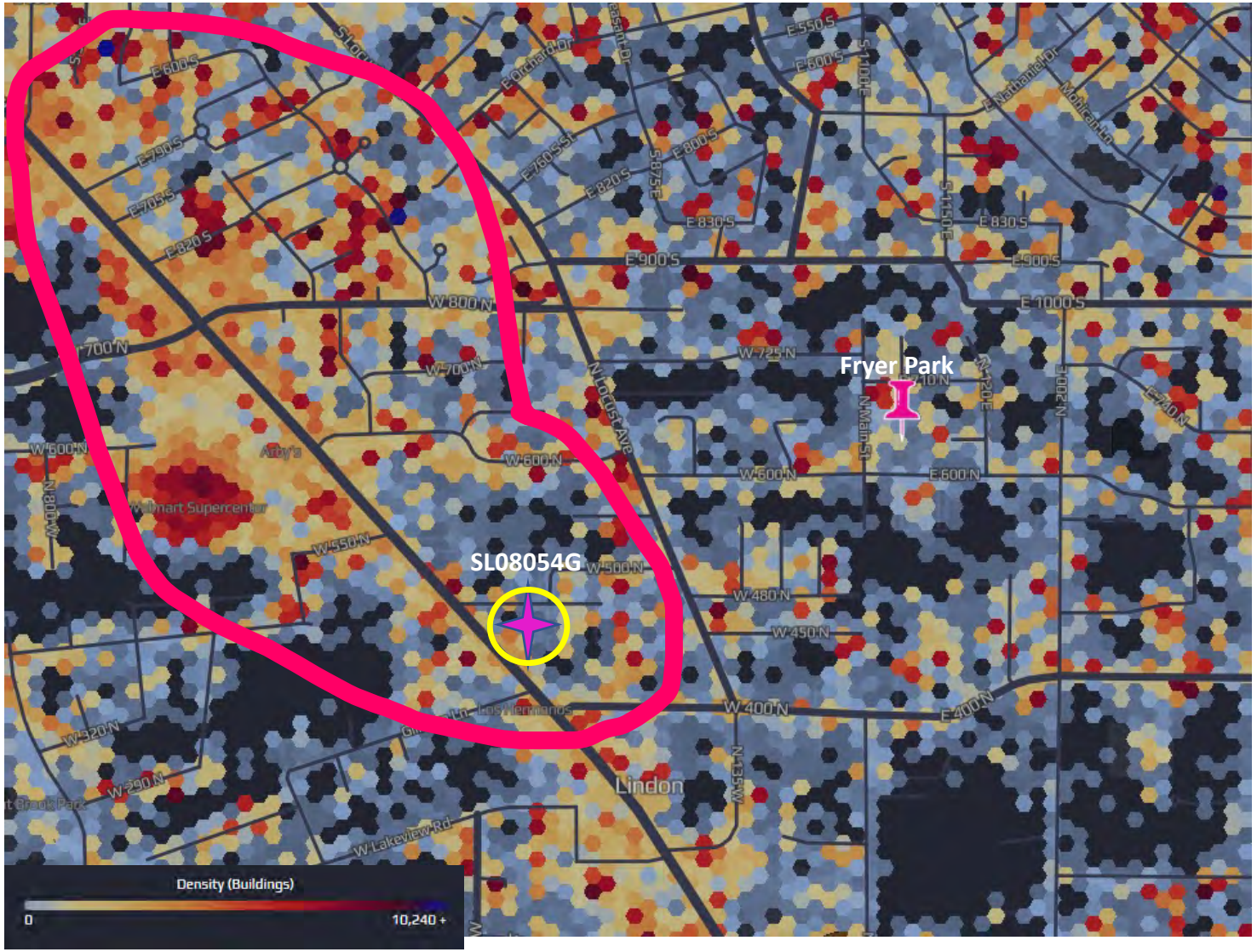
RF Notes:

The objective for SL08054G is to off-load traffic from the neighboring sites, not coverage. The neighboring sites are highly utilized and congested (meaning there is more user demand for service than the Equipment can handle). This affects Customers experience with:

- much slower data speeds on both their phones and Home Internet Service through T-Mobile
- longer phone call setup times,
- failure to access the network to make a phone call
- overall have a less than optimal experience

A traffic off-load (or Capacity) site needs to be in the middle of the high traffic areas to be effective at off-loading traffic. State Street from Sam White Ln to W 400 N is a high traffic area. Ideal site spacing is 1 mile from the congested Site(s)

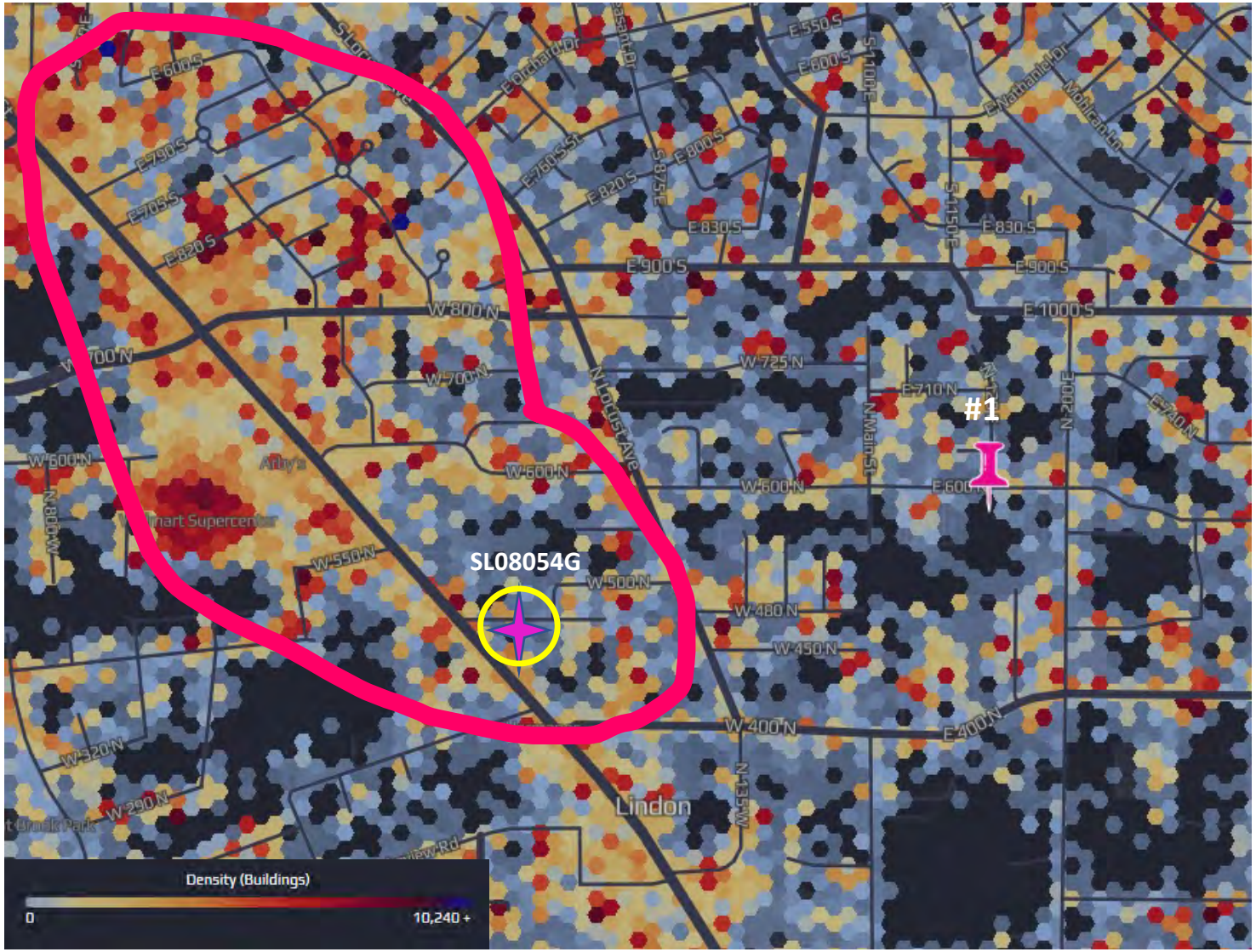
Jurisdiction location – Fryer Park



RF Notes:

The Lindon City location at Fryer Park will not be effective for off-loading the traffic from the surrounding sites as it is too far away from the middle of high usage (shown by the adjacent usage plot with the darker shades of Red=Higher usage & within Red polygon)

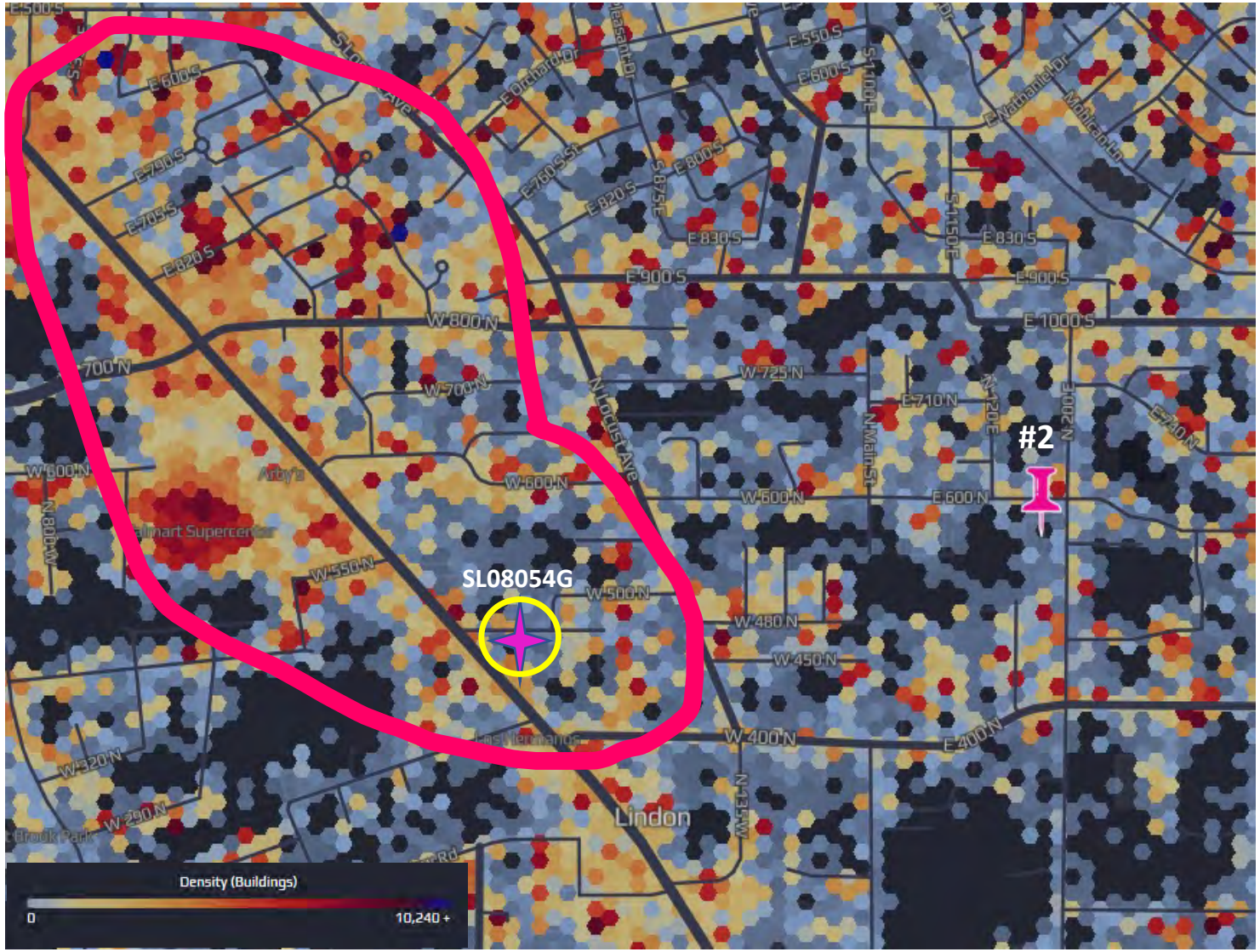
Jurisdiction location – Lindon City #1



RF Notes:

The Lindon City location #1 will not be effective for off-loading the traffic from the surrounding sites as it is too far away from the middle of high usage (shown by the adjacent usage plot with the darker shades of Red=Higher usage & within Red polygon)

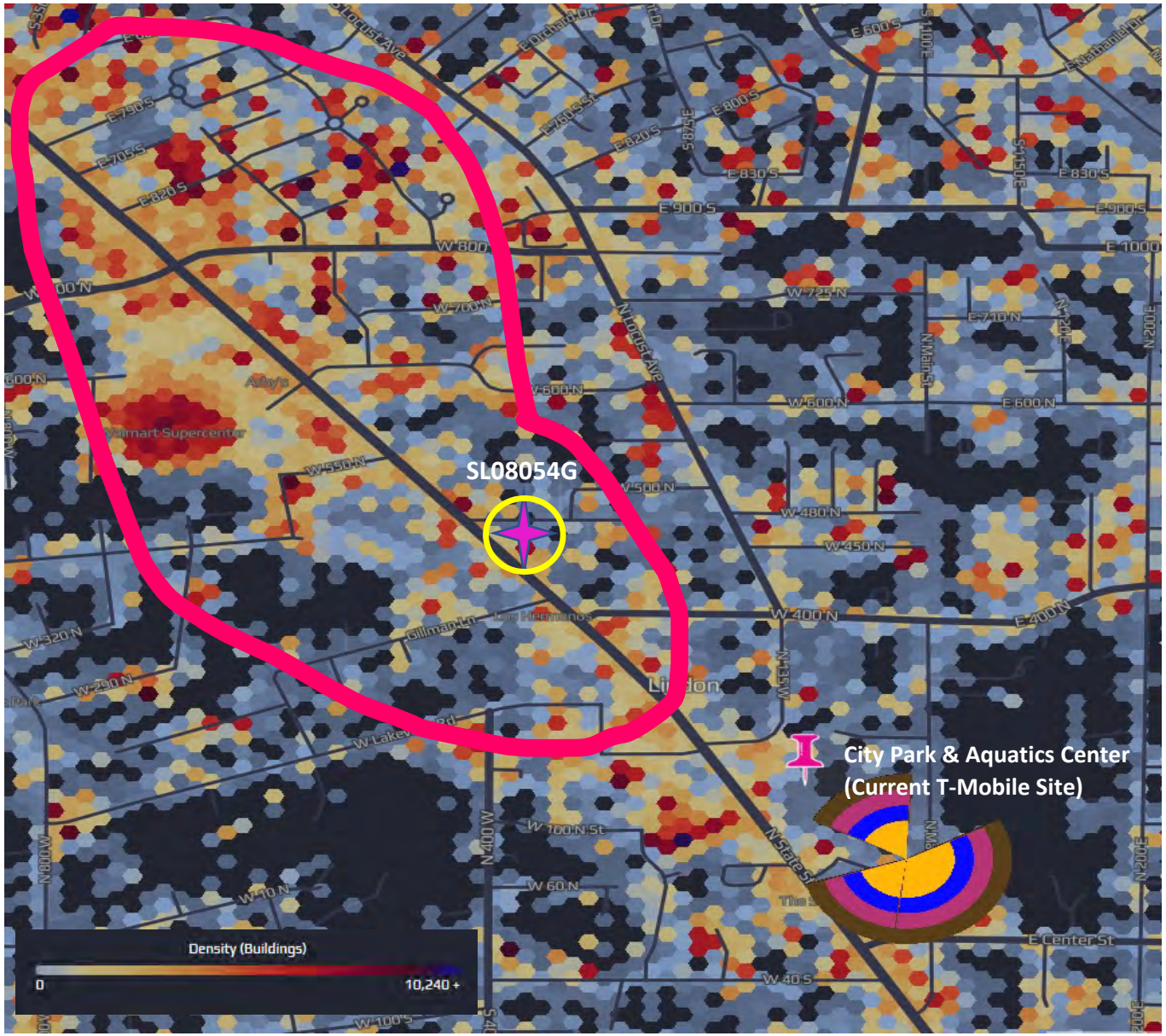
Jurisdiction location – Lindon City #2



RF Notes:

The Lindon City location #2 will not be effective for off-loading the traffic from the surrounding sites as it is too far away from the middle of high usage (shown by the adjacent usage plot with the darker shades of Red=Higher usage & within Red polygon)

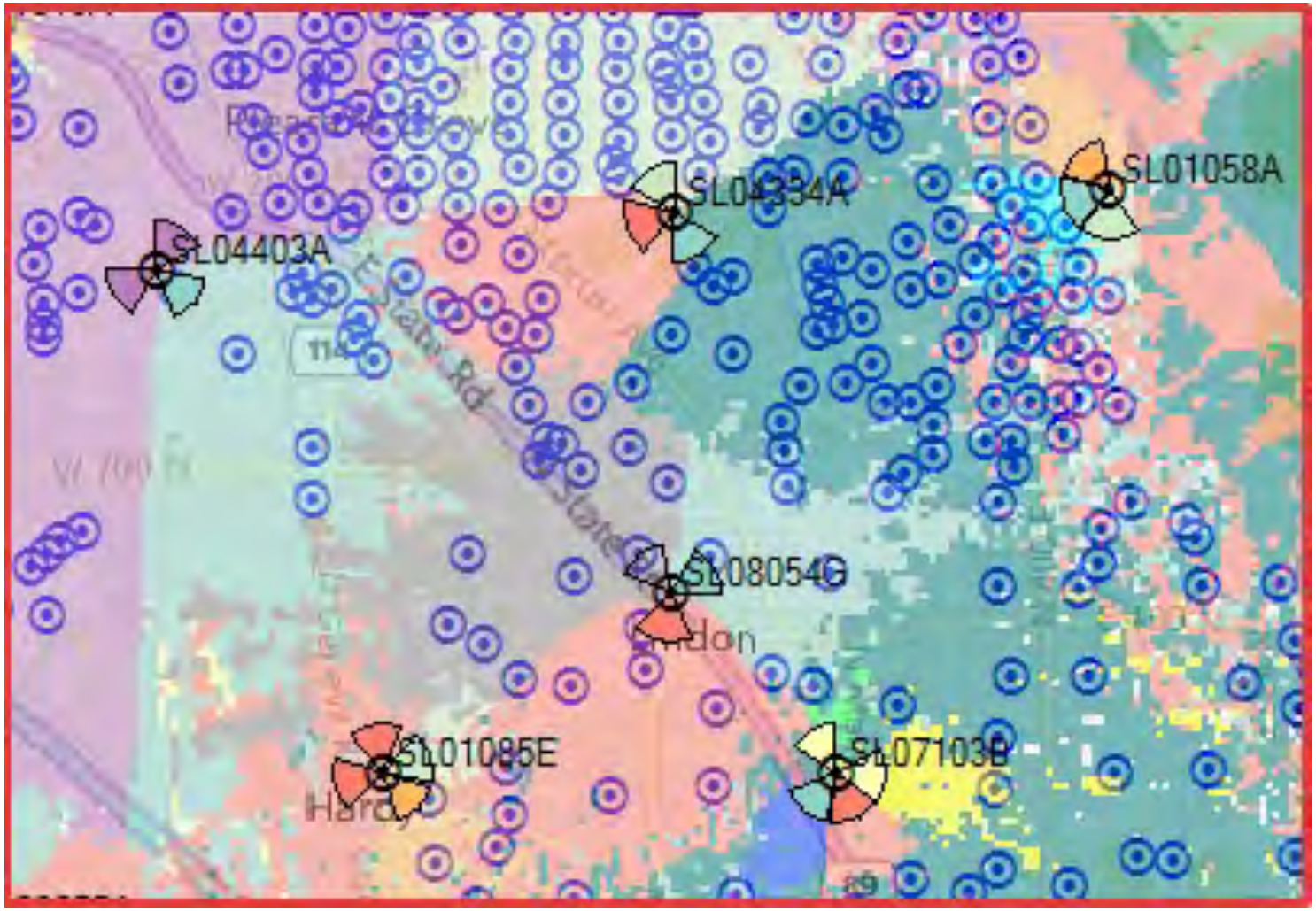
Jurisdiction location – City Park & Lindon Aquatics Center



RF Notes:

1. Lindon Aquatics Center – Has an existing T-Mobile site located on the tower
2. City Park – Too close to the Lindon Aquatics Center existing T-Mobile site (~750') for effective traffic off-load of the other surrounding sites

RF Notes – Tower Height



RF Notes:

The tower height at 95' feet tall is projected to off-load 18% of the covered population* (traffic) in this area from the surrounding sites.

A height below 95' will result in less traffic off-load resulting in continued congestion of both current and future network growth in this area as it will not be able to appropriately offload the mobile traffic, which is directly counter to the purpose and intention of this project proposal.

*Population data used is from publicly available Census Bureau 2016 data

Exhibit 3: Larger Area Site Plan

1-A COORDINATES

LATITUDE:	N 40° 20' 46.95" (NAD '83)
LONGITUDE:	W 111° 43' 26.46" (NAD '83)
GROUND ELEVATION:	4,623'± (AMSL NAVD '88)

LEGEND

- PARENT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT/LEASE CORNER
- EXIST. METER
- EXIST. TRANSFORMER
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- --4650-- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ----F---- BURIED FIBER
- ----G---- GAS LINE
- ---R/W--- RIGHT-OF-WAY
- —— X —— FENCE
- EXISTING TREE LINE

NOTES:

PROPERTY LOCATED IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE OF ANNUAL FLOOD BASED ON COMMUNITY-PANEL NO. 49049C0330F, EFFECTIVE DATE 06/19/2020.

TOWER SETBACKS

PROPERTY LINE	PROPOSED
NORTH	90'-9"±
EAST	EXCEEDS
SOUTH	41'-8"±
WEST	214'-11"±

EXISTING BUILDING

LINDSTROM BROTHERS INC.
PARCEL #: 14:068:0197

ELLWOOD HOLDING LLC
PARCEL #: 45:783:0004

EXISTING PARKING

EXISTING BUILDING

CORP PRES BISOP LDS CHURCH
PARCEL #: 39:223:0002

EXISTING PARKING

NORTH

R/W

W 500 N ST

BOARD OF EDUCATION ALPINE SCHOOL DISTRICT
PARCEL #: 14:068:0276

EXISTING DIRT AREA

OHW

PROPOSED 40'-0"x 60'-0" LEASE AREA BY ATLAS TOWER. SEE Z-2 FOR DETAILS.

PROPOSED 100'-0" MONOPINE TOWER BY ATLAS TOWER. SEE SHEET Z-2 AND Z-3 FOR DETAILS.

EXISTING PARKING

PROPOSED 12'-0" WIDE ACCESS AND UTILITY EASEMENT BY ATLAS TOWER.

EXCEPTION 19 WATERLINE

EXISTING GAS EQUIPMENT

EXCEPT. 16 6'-0" IRRIGATION DITCH

EXCEPT. 21 20'-0" GAS LINE EASEMENT

STATE STREET (US-89)

EXISTING BUILDING

EXISTING PARKING

INTERMOUNTAIN FIREPLACE STORE LLC
PARCEL #: 14:068:0263

EXISTING BUILDING

0 50 100
SCALE IN FEET

SITE PLAN

SCALE: 1" = 50'

PROJECT INFORMATION:
HARVEST MOON ALPINE SCHOOL
490 STATE STREET
LINDON, UT 84042
(UTAH COUNTY)

PLANS PREPARED FOR:
WiBlue Inc.
Office: (888) 609-9596

PLANS PREPARED FOR:
ATLAS TOWER
USA + INTERNATIONAL
3002 BLUFF STREET, SUITE 300
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
500 E. 84TH AVE, SUITE C10
THORNTON, CO 80229
OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:
ZONING REVIEW

REV	DATE	ISSUED FOR:
4	12-05-22	ZONING
3	10-26-22	ZONING
2	10-11-22	ZONING

DRAWN BY: KES | CHECKED BY: ARB

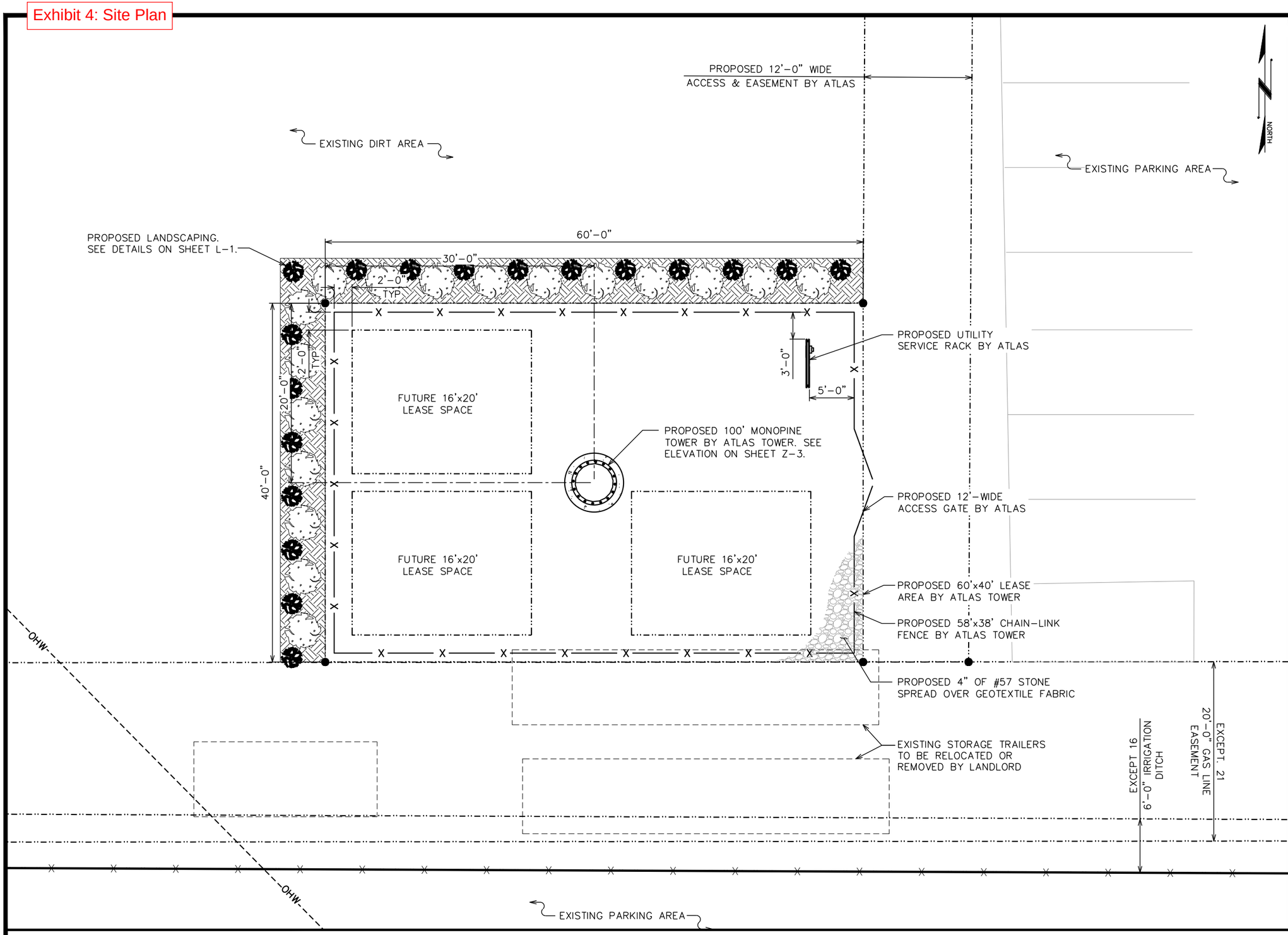
SHEET TITLE:
SITE PLAN

SHEET NUMBER: **Z-1**

REVISION: 4

TEP#: 313607.704044

Exhibit 4: Site Plan



COMPOUND DETAIL

SCALE: 3/32" = 1'-0"

0 8 16

SCALE IN FEET

PROJECT INFORMATION:
HARVEST MOON ALPINE SCHOOL
490 STATE STREET
LINDON, UT 84042
(UTAH COUNTY)

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SEAL:
ZONING REVIEW

REV	DATE	ISSUED FOR:
4	12-05-22	ZONING
3	10-26-22	ZONING
2	10-11-22	ZONING

DRAWN BY: KES | CHECKED BY: ARB

SHEET TITLE:
COMPOUND DETAIL

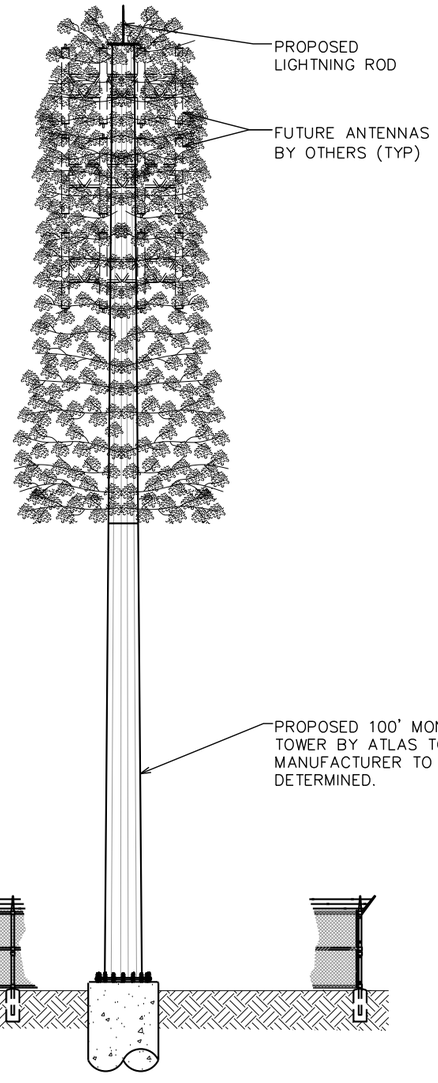
SHEET NUMBER: **Z-2**

REVISION: 4

TEP#: 313607.704044

Exhibit 5: Tower Elevation

104'-0"±
T/LIGHTNING ROD
100'-0"
T/TOWER
95'-0"±
℄/FUTURE ANTENNAS
85'-0"±
℄/FUTURE ANTENNAS
75'-0"±
℄/FUTURE ANTENNAS
0'-0" (REF)
T/GRADE



NOTES:

1. TOWER TO BE DISGUISED AS A FAUX EVERGREEN TREE.
2. TOWER SHALL BE LIT ONLY IF REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION.
3. PROPOSED COAX ROUTED INSIDE TOWER WITH HOISTING GRIPS.
4. TOWER TO INCLUDE SAFETY CABLE. DO NOT INCLUDE SAFETY CLIMB MECHANISM.
5. TOWER EQUIPMENT LOADING AND CENTERLINES ARE SHOWN FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE.

TOWER ELEVATION

SCALE: 1/16" = 1'-0"

0 16 32
SCALE IN FEET

PROJECT INFORMATION:
HARVEST MOON ALPINE SCHOOL
490 STATE STREET
LINDON, UT 84042
(UTAH COUNTY)

PLANS PREPARED FOR:
WiBlue Inc.
Office: (888) 609-9596

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OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:
ZONING REVIEW

REV	DATE	ISSUED FOR:
4	12-05-22	ZONING
3	10-26-22	ZONING
2	10-11-22	ZONING

DRAWN BY: KES | CHECKED BY: NMC

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:
Z-3

REVISION:
4

TEP#: 313607.704044

Exhibit 6: Co-Location Letter

Atlas Tower 1, LLC
3002 Bluff Street, Suite 300
Boulder, CO 80301
(303) 448-8896
December 14, 2022

RE: Letter of Intent of Collocation for New Telecommunications Facility

Project Site Address: 490 State St. Lindon, UT
Parcel #:14-068-0276
Atlas Tower Site Name: Harvest Moon

Lindon City Planning Development Department:

Proposed scope of work as follows:

Atlas Tower is proposing to construct a 100’ Mono-pine wireless communications facility within a 40’ x 60’ fenced compound.

This new wireless communication facility will be structurally designed to host up to four wireless mobile network carriers via collocation. This facility will be located within the CG Zone and will not have any impact on any traffic or drainage patterns and will not result in any changes to the existing land use.

Atlas Tower will actively encourage collocation upon this facility among all network providers.

I look forward to working with Lindon City Planning and Community Development in completing this application and working on approval. As the primary point of contact for this project, please let me know if you need further information.

Sincerley

Carri Wullner

3002 Bluff Street, Suite 300
Boulder, CO 80301
cwullner@atlastowers.com
(970) 846-1653

Exhibit 7: Engineer's Letter

RF Justification: T-Mobile - City of Lindon

Background

The objective for SL08054 is to off-load traffic from the neighboring sites, not coverage. The neighboring sites are highly utilized and congested (meaning there is more traffic than the Equipment can handle). Users being served by a congested site have much slow data speeds, longer phone call setup times, failure to access the network and overall have a less than optimal experience. A traffic off-load (or Capacity) site ideally needs to be in the middle of the high traffic areas to be effective. State Street from Sam White Ln to W 400 N is a high traffic area. The area close to the intersection of State St & W 700 N will be good for off-loading the traffic from the surrounding sites as it gives an even site spacing balance of ~1 mile.

Antenna Height-Minimum height needed:

T-Mobile originally would have requested height of 120' for coverage needs in this area. Lindon city zoning only allows for 100' tower height in this zone. Atlas Tower will apply for a 100' Monopine, which allows T-Mobile to place antennas at 95', the lowest minimum height for T-Mobile's required coverage needs. There is a 4' lightning rod which is required for grounding, for a total tower height of 104'. At this tower height, Atlas is hopeful for others to co-locate, limiting the need for more towers in the city limits.

Evaluated City Locations

Lindon Aquatics Center – No, current site is located here
Fryer Park – No, too far away to off-load much traffic from neighboring sites
Lindon City (open field) – No, too far away to off-load much traffic from neighboring sites
Lindon City (Cemetery) – No, too far away to off-load much traffic from neighboring sites

FAA/FCC Interference:

T-Mobile is a federally licensed organization, and as a result must follow federal regulations regarding the frequencies coming from the telecommunication tower and how said antenna interacts with other adjacent or neighboring transmissions or reception functions. By following the guidelines laid out by the FCC, T-Mobile ensures that the telecommunication tower will not interfere with any of the adjacent or neighboring transmissions or reception functions.

Tim Heine
RF Engineer
121 Election Rd; Suite #330 | Draper, UT 84020
Direct 801-816-4402 | Mobile 801-574-8951 | tim.heine@t-mobile.com
t-mobile.com | Follow T-Mobile on Twitter, Facebook and Instagram

Exhibit 8: Fall Radius Letter

Date: **December 8, 2022**

Cornelius Whitehead
Atlas Tower
3002 Bluff Street, Suite 300
Boulder, CO 80301

Tower Engineering Professionals
326 Tryon Road
Raleigh, NC 27603
(919) 661-6351

Subject: **Design Fall Radius Letter**

Atlas Tower Site Name: Harvest Moon Alpine School
Atlas Tower Site Number: N/A

Engineering Firm Designation: **TEP Project Number:** 313607.794143

Site Data: **490 North State Street**
Lindon, UT 84042
Latitude *40° 20' 46.95"*, Longitude *-111° 43' 26.46"*
100 Foot - Monopine Tower

Dear Cornelius Whitehead,

The proposed 100-ft Monopine Tower is to be designed for a Ultimate Wind Speed (3-Second Gust) of 103 mph (no ice), Structure Class II, Exposure C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H-2017, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures", and the 2018 International Building Code.

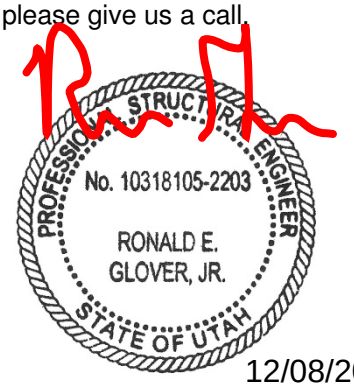
In the unlikely scenario where the ultimate wind speed (3-second gust) in a high wind event is greater than the design 700-year wind speed event which would cause one or more structural elements to fail, the design can consider localized buckling during an extreme wind event. If the distributed appurtenance wind loading along the monopole tower shaft is approximately the same that was used in the tower design, the tower shaft can be designed to buckle in the upper portion of the monopole. This would result in the upper portion of the monopole shaft to either "fold over" onto the portion below or separate and fall to the ground below. In the unlikely event of total separation, the tower shaft can be designed to fall to grade within a 40-ft maximum tower height distance (including the highest appurtenance) from the center of the tower base. The reduced wind profile of the "stub" tower section that remains would be minimal enough that no future failure would be anticipated after the initial failure event.

Tower foundations, anchor rods, and base plate can be designed to resist the full design load of the tower shaft, which would result in a failure mode that involves the shaft above grade failing before there is any foundation failure. The foundation is typically left intact as the superstructure fails above.

We at *Tower Engineering Professionals* appreciate the opportunity of providing our professional services to you. If you have any questions or need further assistance on this or any other projects, please give us a call.

Respectfully submitted by:

Ronnie E. Glover, P.E., S.E.



12/08/2022

APPENDIX A

TOWER FALL RADIUS AND DESIGN WIND INFORMATION

FALL RADIUS

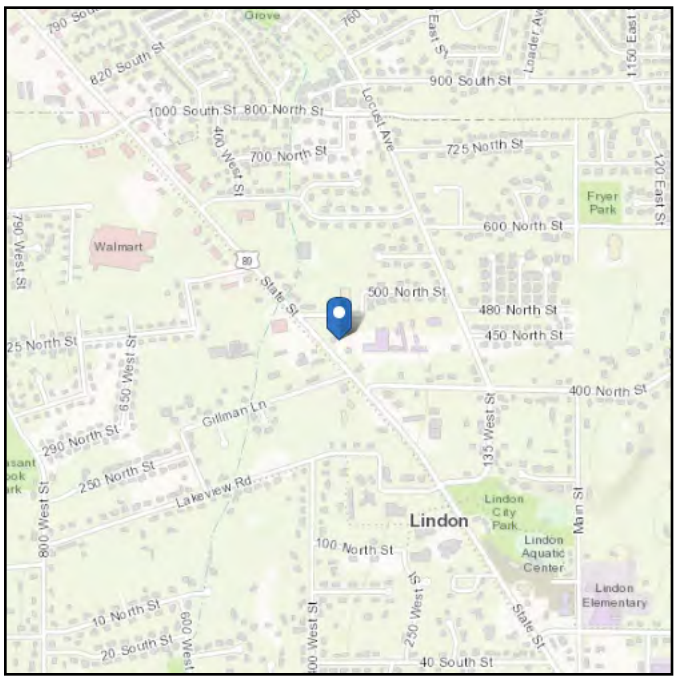

Legend
100' MONOPOLE LOCATION
40' FALL RADIUS
100' MONOPOLE LOCATION
N
300 ft
Google Earth

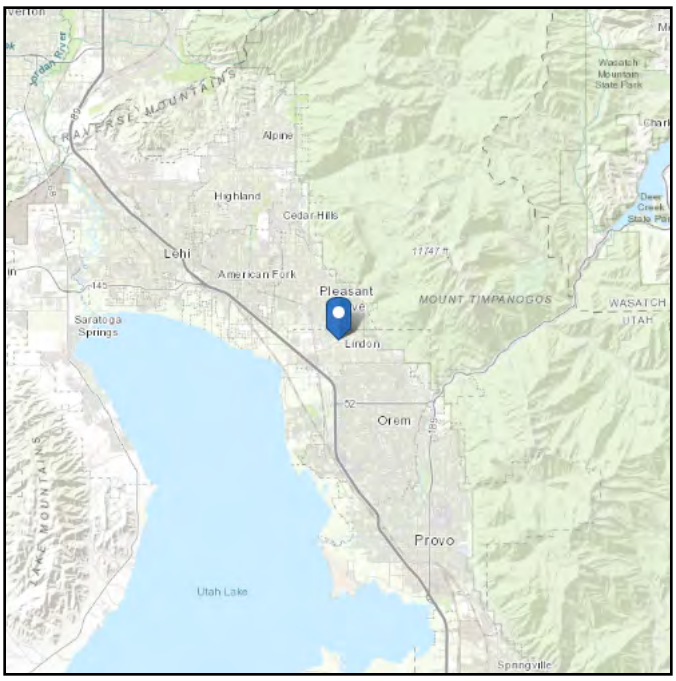
ASCE 7 Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-16
Risk Category: II
Soil Class: D - Default (see Section 11.4.3)

Latitude: 40.346
Longitude: -111.724
Elevation: 4623 ft (NAVD 88)





Wind

Results:

Wind Speed	103 Vmph
10-year MRI	74 Vmph
25-year MRI	79 Vmph
50-year MRI	84 Vmph
100-year MRI	89 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Thu Dec 08 2022

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

AMERICAN SOCIETY OF CIVIL ENGINEERS

Seismic

Site Soil Class: D - Default (see Section 11.4.3)

Results:

S_S :	1.354	S_{D1} :	N/A
S_1 :	0.5	T_L :	8
F_a :	1.2	PGA :	0.62
F_v :	N/A	PGA_M :	0.744
S_{MS} :	1.625	F_{PGA} :	1.2
S_{M1} :	N/A	I_e :	1
S_{DS} :	1.083	C_v :	1.371

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Thu Dec 08 2022

Date Source: USGS Seismic Design Maps

Ice

Results:

Ice Thickness:	0.25 in.
Concurrent Temperature:	15 F
Gust Speed	40 mph
Data Source:	Standard ASCE/SEI 7-16, Figs. 10-2 through 10-8
Date Accessed:	Thu Dec 08 2022

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 500-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

Exhibit 9: Notarized Compliance Letter

ATLAS TOWER

11/23/2022

Tower Name: Harvest Moon

Lindon City Planning Department
100 N State St
Lindon, UT. 84042

Regulatory Compliance Letter

To Whom It May Concern:

The proposed telecommunications facility on the Alpine School District – Lindon City Campus, as represented in this application, shall meet or exceed all FAA, FCC or other applicable standards.

Regards,

Carri Wullner
ATLAS TOWER
3002 Bluff Street, Suite 300
Boulder, CO 80301
cwullner@atlastowers.com
(303) 448-8896

NOTARIZATION OF STATEMENT ABOVE:

Signature: _____

Printed Name: Helmundt Strumpher

Title: COO

State of Colorado
County of Boulder

On this 23rd day of November, 2022 before me personally appeared Helmundt Strumpher, the Chief Operating Officer of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing statement and acknowledged that he executed the same as his free act and deed.

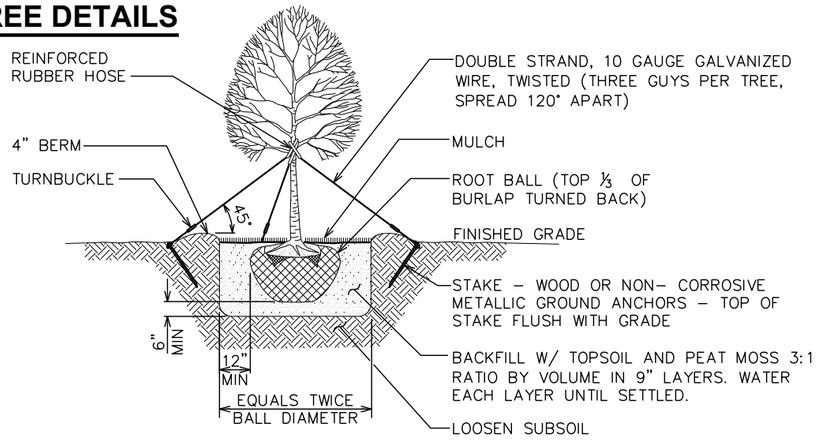
WITNESS my hand and Official Seal at office this 23rd day of November, 2022.

Jocelyn Gifford
Notary Public
My Commission Expires: 11/23/2022

JOCELYN GIFFORD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2015403725
MY COMMISSION EXPIRES NOVEMBER 19, 2025

Exhibit 10: Landscape Plan

TREE DETAILS

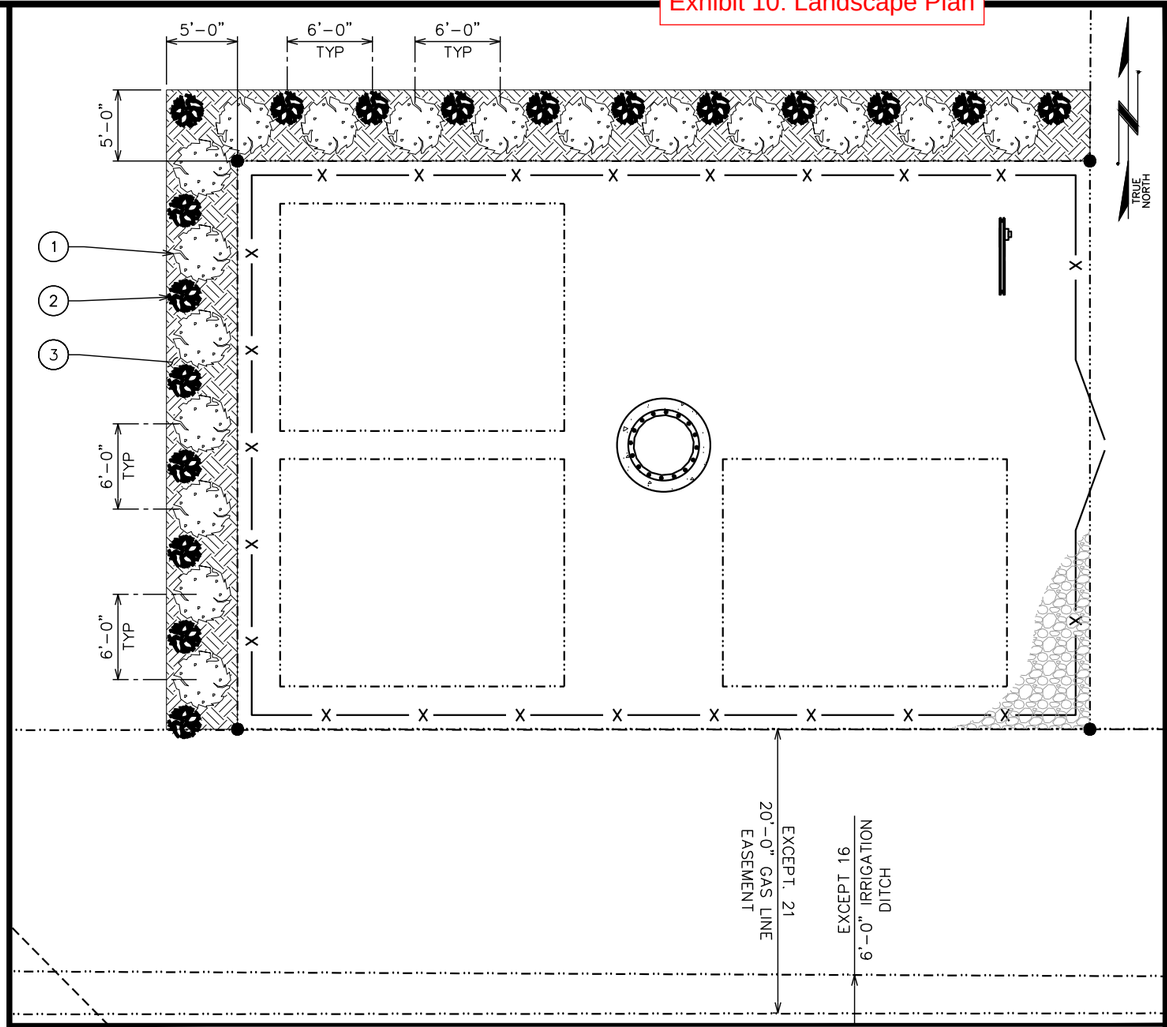


GENERAL LANDSCAPING NOTES

1. TOPSOIL TO BE PROVIDED BY SITE CONTRACTOR IN ROUGH GRADE TO WITHIN 1" OF FINISH GRADE.
2. EACH PLANT TO BE IN THE TOP OF ITS CLASS AFTER SHEARING AND PRUNING.
3. EACH PLANT TO BE FREE FROM DISEASE, INSECT INFESTATION, AND MECHANICAL INJURIES, AND IN ALL RESPECTS BE SUITABLE FOR FIELD PLANTING.
4. PLANTS SHALL CONFORM TO THE AMERICAN STANDARD OF NURSURY STOCK, ANSI Z60.1–1973 IN REGARD TO SIZING, GROWING, AND B&B SPECIFICATIONS.
5. CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS WITHIN CONSTRUCTION AREA IDENTIFIED AS "TO REMAIN" FROM DAMAGE BY EQUIPMENT AND CONSTRUCTION ACTIVITIES.

TREE PLANTING NOTES:

1. WHERE SEVERAL TREES WILL BE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4–6" OVER THE ENTIRE AREA.
2. FOR CONTAINER GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
3. DURING THE DESIGN PHASE, CONFIRM THAT THE WATER DRAINS OUT OF THE SOIL; USE TOWERED PLANTING HOLE DEPTH AND DESIGN ALTERNATIVE DRAINAGE SYSTEM AS REQUIRED.
4. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS UNTIL ESTABLISHED.
5. BEFORE PLANTING, ADD 3–4" OF WELL COMPOSTED LEAVES, RECYCLED YARD WASTE OR OTHER COMPOST AND TILL INTO 6" OF PREPARED SOIL. ADD COMPOST AT 20–35% BY VOLUME TO BACKFILL.
6. DO NOT WRAP TRUNK; MARK THE NORTH SIDE OF THE TREE IN THE NURSERY AND LOCATE TO THE NORTH SIDE IN THE FIELD.
7. AVOID PURCHASING TREES WITH TWO LEADERS OR REMOVE ONE AT PLANTING. OTHERWISE, DO NOT PRUNE TREE AT PLANTING EXCEPT FOR SPECIFIC STRUCTURAL CORRECTIONS.



LANDSCAPING PLAN

SCALE: 3/32" = 1'–0"

0 8 16

SCALE IN FEET

PLANTING SCHEDULE

ITEM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT @ PLANTING	HEIGHT @ MATURITY	SPREAD/ CALIPER	SPACING	REMARKS
TREES								
1	17	(Pinus pinea) *	PINION PINE *	10'–0" (MIN)	30'–0" (MAX)	15'–0" (MAX)	6'–0"	SHOWN AS TREE
SHRUBS								
2	18	(Symphoricarpos oreophilus A. Gray) *	MOUNTAIN SNOWBERRY *	3'–0" (MIN)	5'–0" (MAX)	5'–0" (MAX)	6'–0"	SHOWN AS SHRUB
MULCH								
3	525± SQ FT	-	MULCH	–	–	–	–	APPLY 3"–4" DEEP FROM THE TRUNKLINE TO THE DRIPLINE IN 5' RINGS AROUND THE TREES. FOR GROUND COVER APPLY 1"–2" DEEP.

* – OR SIMILAR SPECIES WITH SAME HEIGHT & SPREAD. ALTERNATES TO BE APPROVED BY ATLAS TOWER PRIOR TO INSTALLATION.

PROJECT INFORMATION:
HARVEST MOON ALPINE SCHOOL
490 STATE STREET
LINDON, UT 84042
(UTAH COUNTY)

PLANS PREPARED FOR:
WiBlue Inc.
Office: (888) 609–9596

PLANS PREPARED FOR:
ATLAS TOWER
USA • INTERNATIONAL
3002 BLUFF STREET, SUITE 300
BOULDER, CO 80301
Office: (303) 448–8896

PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
500 E. 84TH AVE, SUITE C10
THORNTON, CO 80229
OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:
ZONING REVIEW

REV	DATE	ISSUED FOR:
4	12-05-22	ZONING
3	10-26-22	ZONING
2	10-11-22	ZONING

DRAWN BY: KES | CHECKED BY: NMC

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER: **L-1**

REVISION: 4

TEP#: 313607.704044

Supplementary Narrative – "Harvest Moon"

ATLAS TOWER

Exhibit 11: Supplementary Narrative

Oct 23rd, 2022

Lindon City Planning Dept.
100 North State Street
Lindon, UT 84042

To Whom It May Concern:

Atlas Tower 1, LLC is submitting an application for Conditional Use Permit to Lindon City Planning Department to review for a proposed telecommunications facility build on the property of 490 N State St.,Lindon UT 84042(Parcel #14:068:0276). This facility will be roughly 2,400 square feet and house a 100' Monopole Telecommunications Tower that can accommodate up to three wireless carriers. This request is made to bring quality voice and data services to an area lacking reliable coverage.

SITE DETAILS

Landowner:
Alpine School District
575 North 100 East
American Fork, UT 84003

Site Address:
490 N. State St.
Lindon, UT 84042
Parcel Number: 14:068:0276

Applicant:
Atlas Tower 1, LLC
3002 Bluff St., Suite 300
Boulder, CO 80301

Coordinates:
40.3463-111.724

Zoning:
CG

Lease Area:
About: 2,400 Sq. ft.

PROPOSAL SUMMARY

The purpose of this request is to build a 100' Monopole Telecommunications Tower within a 2,400 sq. ft. wireless facility. This facility will provide critical wireless coverage to the surrounding area. The proposed site is currently in the CG zone with proximity to some commercial and residential areas where coverage is lacking, and the capacity of the existing infrastructure is reaching its limit. As the area develops further, and the existing users demand more data for their existing devices, existing infrastructure will reach capacity limits and be unable to meet coverage needs. This tower and facility will be used for structural support of up to three wireless providers. Each provider will install antennas and on-the-ground base-station equipment within our compound space. This site is located in the CG and is roughly 155' from the nearest residential property without a residential use, which is an LDS church. We are roughly 300' from the closest residential lot with a residential use on it.

WIRELESS TELECOMMUNICATION FACILITY CHARACTERISTICS

Visual Effect

We strive to design our facilities and locate parcels that create the least amount of community disturbance. The surrounding area is mostly agricultural area with lower density residential and commercial zones nearby. The proposed site is on an unused portion of the property at 315 North 150 East, Blackfoot and will be a monopole tower that can be painted if requested to mitigate any visual impacts and blend in with the nearby areas.

Frequency Of Maintenance Work On The Proposed Facility
On average, after initial installation, a carrier or its contactors would likely visit the facility about one to four times a year for maintenance, though this number could vary depending on the specific circumstances of the facility.

The Average Number Of Vehicles Visiting The Facility
The average maintenance visit by a carrier or its contractors would likely involve one pickup truck. With an average of one to four visits a year and one truck a visit, there would likely be about one pickup truck visiting the site a month, per carrier, if at full capacity.

The Average Duration Work Visits On The Facility
For typical maintenance visits, a carrier or its contactors would only be at the site a few hours, but this number could increase depending on the work that needed to be completed at the site.

Expected Noise Levels
Telecommunications facilities are essentially silent. This would be true whether there were one or four carriers. A generator could be operated on site in the rare instance that power went out. The generator would create noise, but it would not be noticeable in the back area of the Ignite Academy School.

Building Codes; Safety Standards
Atlas Tower will ensure the structural integrity of towers, ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, it concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards, unless a longer time is reasonably necessary. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

FAA/FCC Compliance
The proposed facility shall conform to the requirements of this title, this code, and other laws, including pertinent federal regulations of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).

CONCLUSION

This narrative represents required and supplementary information to document the technological, economic, and social necessity and benefits of a new 100’ telecommunications tower at 490 N State St, Lindon UT. Atlas Tower 1, LLC respectfully requests the approval of our Conditional Permit Use Application for a communications tower facility. *See attached documents as requested*

Best Regards,

Carri Wullner
Atlas Tower 1, LLC
3002 Bluff St., Suite 300
Boulder, CO 80301
Cell: (970) 846-1653

Exhibit 12: Provo Cell Tower Example



12. **Closed Executive Session —** The City Council will enter into a closed executive session to discuss the potential purchase or sale of real property per Utah State Code 52-4-205. This session is closed to the public. *(30 minutes)*

ADJOURN