Lindon City Council
Staff Report

Prepared by Lindon City
Administration

October 7, 2014

Notice of Meeting of the *Lindon City Council*

The Lindon City Council will hold a regularly scheduled meeting beginning at **6:00 p.m.** on **Tuesday, October 7, 2014** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

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

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

Lindon City Planning Director, Hugh Van Wagenen, Lindon City Building Official, Phil Brown, and Lindon City Chief of Police, Cody Cullimore, will meet with the City Council to discuss annual department reports, activities, and programs associated with the Planning, Building, and Police Departments. No motions will be made.

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

Pledge of Allegiance: By Invitation
Invocation: Matt Bean

(Review times are estimates only)

1. **Call to Order / Roll Call** *(5 minutes)*
2. **Presentations and Announcements** *(10 minutes)*
   a) Comments / Announcements from Mayor and Council members.
3. **Approval of minutes from September 16, 2014** *(5 minutes)*
4. **Consent Agenda** – No Items
5. **Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*

6. **Review & Action — Waste Disposal Contract Extension, Republic Services** *(15 minutes)*
   Reece DeMille with Republic Services requests approval of a 3-year extension to the current waste disposal contract (residential garbage & recycling) which expires June 30, 2015. The contract contemplates extensions that may be granted upon approval of both parties. No change in contract prices or procedures is proposed as part of this request.

7. **Continued Public Hearing — Ordinance Amendment, LCC 17.44.140 Accessory Buildings (Ord #2014-16-O)** *(20 minutes)*
   This item was continued from the Sept. 16, 2014 council meeting. Lindon City staff requests an amendment to Lindon City Code 17.44.140, Accessory Buildings, to allow reduced setbacks for certain accessory structures on corner lots in residential zones by approval of Ordinance #2014-16-O. The Planning Commission recommends approval.

8. **Public Hearing — 2014-15 Fiscal Year Budget Amendment (Res#2014-13-R)** *(25 minutes)*
   The Council will review and consider approval of Resolution #2014-13-R outlining various proposed amendments to the 2014-2015 fiscal year budget. Lindon City Finance Director, Kristen Colson, will present this item to the Council.

9. **Review & Action — Utah Infrastructure Agency Assessments** *(60 minutes)*
   On February 27, 2013 the City Council approved Resolution #2013-5-R authorizing payment of monthly operations assessment loans to the Utah Infrastructure Agency (UIA) in order to eliminate such expenses from being funded by UIA bond proceeds. The loans are to be repaid to Lindon with interest. Per the Council's direction, progress reports have been presented at least quarterly and reviewed prior to authorizing payment of additional assessments. On April 1, 2014 the Council authorized payment of the assessment loans from January through June of the 2013-14 fiscal year. On July 15, 2014 the Council chose not to pay the assessment for the third quarter of 2014 (July-September). The Council will review UIA/UTOPIA performance reports and give staff direction in regards to whether payment of assessments for the months of October, November, and December 2014 in the amount of $7,223.00 per month should be approved. Past invoice amounts have been paid monthly and not in advance. The estimated monthly assessments have been budgeted for the 2014-15 fiscal year.

10. Council Reports: *(20 minutes)*

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

11. Administrator's Report *(15 minutes)*

Adjourn

This meeting may be held electronically to allow a council member to participate by video conference or teleconference.

Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.lindoncity.org. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Kathy Moosman at 801-785-5043, giving at least 24 hours notice.

Posted By: Adam Cowie **Date:** October 3, 2014
Time: ~2:00 p.m. **Place:** Lindon City Center, Lindon Police Dept, Lindon Community Center

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

Lindon City Planning Director, Hugh Van Wagenen, Lindon City Building Official, Phil Brown, and Lindon City Chief of Police, Cody Cullimore, will meet with the City Council to discuss annual department reports, activities, and programs associated with the Planning, Building, and Police Departments. No motions will be made.

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

Pledge of Allegiance: By Invitation
Invocation: Matt Bean

Item 1 – Call to Order / Roll Call

October 7, 2014 Lindon City Council meeting.

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

Staff present: _____

Item 2 – Presentations and Announcements

a) Comments / Announcements from Mayor and Council members.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes from **September 16, 2014.**

  (See attached draft minutes)

The Lindon City Council held a regularly scheduled meeting on **Tuesday, September 16, 2014 at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 7:00 P.M.

Conducting: Jeff Acerson, Mayor
Pledge of Allegiance: Stockton Tomlinson, Boy Scout
Invocation: Carolyn Lundberg, Councilmember

PRESENT	**ABSENT**
Jeff Acerson, Mayor	
Matt Bean, Councilmember	
Randi Powell, Councilmember	
Van Broderick, Councilmember	
Jacob Hoyt, Councilmember – arrived 8:05 pm	
Carolyn Lundberg, Councilmember	
Adam Cowie, City Administrator	
Jordan Cullimore, Associate Planner	
Cody Cullimore, Chief of Police	
Kathy Moosman, City Recorder	

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

2. **Presentations/Announcements** –

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

3. **Approval of Minutes** – The minutes of the regular meeting of the City Council of September 2, 2014 were reviewed.

COUNCILMEMBER POWELL MOVED TO APPROVE THE MINUTES OF THE MEETINGS OF SEPTEMBER 2, 2014 AS WRITTEN. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

4. **Consent Agenda** – No items.

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

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CURRENT BUSINESS

6. **Discussion Item**– *Speed Limits on 200 South (2000 N. Orem).* The City Council and City Engineers from Lindon and Orem City will discuss the speed limit along 200 South (2000 N., Orem). The roadway is shared along the order of the two cities. Some interest for increasing the speed limit from 25 mph to 35 mph has been expressed. Engineers will discuss options regarding the speed limit change and review outcomes of past speed limit changes which have occurred in other areas. As this is a discussion item only, no motions will be made and nonpublic comment is expected to be taken.

Adam Cowie, City Administrator, gave a brief summary of this discussion item stating the City Council has expressed an interest in exploring increasing the speed limit along 200 South (2000 North, Orem). He stated that Paul Goodrich (Orem City Traffic Engineer) and Mark Christensen (Lindon City Engineer) are in attendance to address the Council regarding this issue and are looking for the opportunity to have a question and answer period with the Council. He noted that current speeds and Orem's master plan designation appear to warrant the speed limit increase to 35 mph from the current 25 mph. Mr. Cowie explained this would not change the reduced speed zones near the Jr. High or Elementary schools. Mr. Cowie also made reference to the Orem Speed Study Results that document changes in speeds relative to roadways where speed limits were increased. He noted that this is a discussion item only so no motions will be made and nonpublic comment is expected to be taken.

Paul Goodrich, Orem Transportation Engineer, addressed the Council at this time. Mr. Goodrich stated their Transportation Advisory Commission met recently and looked at various streets citywide. He stated that the Commission feels the speed limit needs to be raised to either 30 or 35 mph. He noted that one of those streets considered was Orem's 2000 North which is classified as an Urban Collector Street; their Street Classification Guidelines indicate that Urban Collectors should be posted somewhere in the range between 25 to 35 mph. He explained that the 85th percentile speed on 2000 North supports setting the speed limit at 35 mph; however, they will consider 30 mph if there are design reasons for doing that. He noted that more than 85% of the traffic is driving on that street near 35 mph. Mr. Goodrich stated they will gather more speed data to share with the Council.

Mr. Goodrich commented they will also consider raising the speed limit west of State Street if there is support for that section. Mr. Goodrich further stated that 1600 North and 800 East have long sections where there are only residences on each side of the street and these streets are posted at 35 mph. He noted that years ago those streets were posted at 25 mph, and before and after speed studies show that there was very little change in speeds on those particular streets. He went on to say they also read some other studies and determined that streets are safer if vehicles travel at a speed that the street was designed for; half of the residents are almost driving 35 anyway. Mayor Acerson asked if there has been any issues with speeds at school crossings. Mr. Goodrich stated that chokers have been installed at the school crosswalks in an effort to slow the traffic because of narrowing in spots in the road including school lights, crossing guards etc. with the 20 mph enforceable speed limit.

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Mayor Acerson also inquired about a traffic study done in 2006 regarding enforcement and if the policy stated that Orem City was not going to patrol this street because people exceeded the limits anyway. Mr. Goodrich explained that he believes 10 years ago the policy of the police department was to not enforce speed limits, or give tickets out to anything higher than what the 85th percentile was on a street because at the time it was in-defensible.

Mr. Christensen, Lindon City Engineer, commented that this is not the first time that Orem has had interest or discussed raising the speed limit on that road. He noted that a study was prepared in 2003 or 2004 which described that most drivers are safe and drive in a reasonable manner and also showed that the behaviors of safe responsible drivers should not be illegal; people drive as fast as they are comfortable driving (which is part of the theory of looking at the 85th percentile speed).

Mr. Christensen went on to say that Orem has measured the 85th percentile speed on Orem 2000 N/Lindon 200 S. He explained that according to the MUTCD, "when a speed limit within a speed zone is posted, it should be within 5 mph of the 85th percentile speed of free flowing traffic". He noted this is found under the heading of "Guidance" in the MUTCD, which means that it is a "statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or engineering study indicates the deviation to be appropriate." He further explained that unless there are some extenuating circumstances, this would mean that the speeds should be at either 35 or 40 mph. He stated that he is sure that 35 mph would be more prudent.

Mr. Christensen commented that related to public input, the real question before the Council tonight is whether or not to create a speed zone (an area with anything other than the statutory 25 mph speed limit), and noted that this is a legislative function for which they may or may not want public input. If they do want to create a speed zone, in the absence of any further engineering information, they would only be in compliance with the MUTCD if it is set at 35 or 40 mph, not 30 mph.

Councilmember Lundberg asked if they would factor in the pedestrian traffic from the schools. Mr. Goodrich re-iterated they will take into account flashing lights, crossing guards etc. with the 20 mph enforceable speed limit in the school zone. Councilmember Bean commented that the Murdock Canal trail crossing may warrant making a possible change with safety measures. Mr. Cowie noted that besides additional signage and putting in striping there is nothing else to do but flashing lights on the trail. Mayor Acerson inquired if this speed limit change were to be put into place would it have to be enacted by both Orem and Lindon Cities. Mr. Cowie confirmed that statement. Mr. Cowie asked what level of public involvement and noticing, if any, would the Council consider.

Mayor Acerson voiced his concerns regarding safety issues by Oak Canyon Jr. High and the congestion in the area if the speed is increased. Councilmember Powell stated that she is comfortable with the increase on the east side of State Street but would not want to see it on the west side because of the lack of improvements and the suburban feel on the east side and a more rural feel on the west side of state street. Councilmember Lundberg would suggest utilizing chokers at the school crossings at the least.

Mayor Acerson commented that what he is hearing is that Orem would support a change. Mr. Goodrich stated that staff and the Transportation Commission would support that change. Mr. Goodrich commented they will be taking this to the Council in

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the next 6-8 months to make recommendations and will be updating their transportation master plan to evaluate speeds on all of their collector streets. Mr. Cowie asked what type of involvement they have implemented in the past (noticing, agendas. etc.). Mr. Goodrich stated in the past they have utilized utility mailers and held several open houses etc. Councilmember Bean stated that overall he would like to see more realistic speed limits but would suggest increasing safety measures by the schools and the Murdock Canal trail.

Mr. Christensen stated it would be interesting to measure speeds after a change; he suspects they would see something similar to the experience of Orem. He commented that the natural tendency is to think if you increase the speed limits, speeds will increase and something else will have to be done from the safety standpoint, but in reality if you have a more uniform speed you may have already done something to increase safety by increasing the speed limit.

Chief Cullimore related accident figures from 2012, 4 accidents east of state street, 2013, 6 accidents east of state street and in 2014, 1 accident east of state street. Councilmember Broderick stated that he is in favor of an increase as long as the safety issues are addressed and that any engineering suggestions on safety enhancements are looked at. Councilmember Lundberg stated that she feels the increase is warranted and would feel comfortable with an increase to 30 mph but if increased to 35 mph she would want to see more safety measures implemented. Mr. Cowie noted that additional safety measures are not budgeted for.

Mr. Christensen asked Chief Cullimore for his suggestions on pedestrian safety in the area of the Jr. High School. Chief Cullimore responded stating they have looked at chokers and a dividing island years ago, but neither of those options seemed to work well. He did say that he would like to see some type of safety measures taken; even a raised crosswalk may be beneficial. Councilmember Powell mentioned that she would like to request some help with funding through the County and the School District as she does not feel this is just a municipality responsibility. There was then some additional discussion by the Council regarding possible safety measures.

Mayor Acerson suggested to Mr. Goodrich to add this issue to the top of Orem's priority list to determine if they are supportive, and to also hear their recommendations. He also stated that he is hearing that the Council is comfortable increasing limits to 30 mph and if increased to 35 mph to ensure that additional safety measures are considered and to hear Mr. Christensen's recommendations on what the options are. Mayor Acerson stated the Council will conduct some open houses and also have more discussion on this issue. Mr. Cowie stated that he will coordinate with Orem City and Mr. Christensen and look at different safety options and also Orem's recommendations. He will also communicate with the School District and County regarding financial assistance on this issue and bring some options back to the Council.

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

7. **<u>Public Hearing</u> –** *Ordinance Amendment, LCC 17.44.140 Accessory Buildings (Ordinance #2014-16-O).* Lindon City requests an amendment to Lindon City Code 17.44.140, Accessory Buildings, to allow reduced setbacks for certain

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accessory structures on corner lots in residential zones by approval of Ordinance #2014-16-O. The Planning Commission recommends approval.

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

Jordan Cullimore, Associate Planner, led the discussion by explaining this is a city initiated item to request an amendment to Lindon City Code 17.44.140, Accessory Buildings, to allow reduced setbacks for certain accessory structures on corner lots in residential zones by approval of Ordinance #2014-16-O. He noted that following review of this item the Planning Commission recommended approval to the City Council. Mr. Cullimore then referenced the proposed amendment and ordinance draft. He noted there are two primary ways that an individual can be granted exception to a zoning requirement, a variance which is a ridged tool with state mandated criteria and used sparingly and the other primary way is to build flexibility into the code through some type of exception. He mentioned one item that comes up frequently to the planning department staff involves setback requirements for accessory buildings, specifically corner lots. He noted this action is initiated in an effort to improve the code and to find ways to add flexibility and predictability. Mr. Cullimore stated that staff looked at the requirements in different cities and they feel they may build more reasonable flexibility into the code to balance the need for open space along streets. He then referenced photos depicting typical corner lots in the city. Mr. Cullimore noted that currently accessory buildings in Lindon cannot be built on the front yard setback of a lot.

Mr. Cullimore explained this action would allow property owners to get better use out of their property while ensuring traffic and safety concerns are also considered. Mr. Cullimore stated what staff is proposing in this amendment will essentially allow the property owner to encroach or receive a setback exception, in what they would consider their backyard, of up to 15 ft. of a front lot line. Mr. Cullimore further explained it is also the assumption by staff if there are more flexible rules and options in place, residents will be more inclined to obtain a permit to be in compliance and also in consideration of the safety concerns of the city. He went on to say the typical requirements for an accessory building, inside the setbacks, is 20 ft. and if it is within the building envelope it can go up to 35 ft.; if the building is under 200 sq. ft. a building permit is not required. He then referenced the proposed language of the ordinance amendment followed by some lengthy general discussion. Councilmember Lundberg commented that staff has done their homework and she likes the added flexibility but would caution to use common sense so more issues are protected. Councilmember Powell suggested adding language that would state they would have to meet a standard of uniqueness for more than two corners and to have the language apply to a situation and make adjustments.

At this time Mayor Acerson called for any public comment. Mr. Bill Petris, resident in attendance, commented that he feels this should be implemented on a case by case basis as each case is different; he feels the language in the ordinance is written well and gives more practicality to certain situations. Mr. Cullimore then showed various corner lots in the city followed by discussion. Following some additional general discussion Mr. Cullimore suggested that the Council continue this item to allow staff the

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time to come back to the Council with some tighter language based on the feedback and issues identified by the Council tonight.

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

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

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

COUNCILMEMBER BEAN MOVED TO CONTINUE ORDINANCE #2014-16-O MODIFYING LCC 17.44.140 ACCESSORY BUILDINGS IN ORDER TO ALLOW STAFF TIME TO COME BACK WITH ADDITIONAL INFORMATION TO PRESENT TO THE COUNCIL. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

8. **Review and Action:** *Disposal of Surplus Equipment.* The Council will review and declare surplus city equipment to be auctioned off to the highest bidder through the website www.publicsurplus.com Items not sold within a specified time period will be disposed of at the discretion of the city administration.

Mr. Cowie led this discussion by stating this action by the Council tonight will declare surplus city equipment to be auctioned off to the highest bidder through the website www.publicsurplus.com (per state law). He noted that items not sold within a specified time period will be disposed of at the discretion of the city administration.

Mr. Cowie then referenced the surplus items from the Parks & Recreation Department. He noted that staff requests approval from the Council to declare these items as surplus materials and equipment to be sold by the City (no computer equipment). He explained these items will be listed on the public surplus website for as long desired (minimum 2 weeks). Mr. Cowie further explained that the City has a profile with them and they take a small percentage of the highest bid amount. Mr. Cowie explained that Heath Bateman, Parks and Recreation Director, is the administrator for the Lindon account on this website. He noted that anything not sold is still our property and we can dispose of it however we choose after the bid period has expired. Councilmember Lundberg mentioned a local business (TEMS Solution) that disposes of computer equipment etc. There was then some brief general discussion regarding this agenda item.

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

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COUNCILMEMBER POWELL MOVED TO DECLARE THE ITEMS INCLUDED IN THE MEMO DATED SEPTEMBER 11, 2014 FROM THE PARKS & RECREATION DIRECTOR AS SURPLUS AND APPROVE DISPOSAL OF THE ITEMS AS PRESENTED WITH NO CONDITIONS. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

9. **Review and Action:** *Charitable and Volunteer Donation Recognition (Resolution #2014-12-R).* The City Council will review and consider approval of Resolution #2014-12-R outlining various city services that could be gifted by the City Council in recognition of significant volunteer efforts or other donated time and/or items of value which have been provided to the city by private parties.

Mr. Cowie opened the discussion by explaining at the request of Councilmember Broderick (initiated by the proposed cemetery building), this resolution and list of items is presented tonight for consideration of possible recognition items for those who have donated significant volunteer hours or made other private contributions to the City. Mr. Cowie explained that the intent is not to match dollar-for-dollar value of donations or volunteer work provided to the City, but for the City to offer some minimum return for valuable donations received in order to show appreciation.

Mr. Cowie mentioned there is some hesitancy from staff and the city attorney to consider utility fee credits and discounts or waiver of Land Use Application & Building Permit fees because of state code and without going through and official process. He noted these items have been listed in the resolution. Councilmember Broderick explained his approach is that he is looking for donations along with thank you gifts (not dollar for dollar amounts). Mr. Cowie asked if there would be enough items left on the list if some of the items are removed. Councilmember Broderick stated the bigger the ticket item the nicer the thank you will need to be. Councilmember Powell mentioned that rentals at the aquatics center will take away revenue. Mr. Cowie agreed stating that is an issue that will need discussion.

Councilmember Broderick commented that he understands the whole point of this action is to try and build a building and to do it in an ethical and legal manner. Mr. Cowie stated that ultimately the city may have to fund the majority of the building and try to solicit portions of it. Councilmember Broderick expressed that it is his hope that the Council will be thinking of people, businesses and contacts that may be able to contribute to the cause. Following discussion by the Council it was determined to strike the utility fee credits and discounted or waived fees on Land Use Application & Building Permit fees from the list. Mr. Cowie noted the way this is crafted it will require approval by the Council and will also require a building permit including inspections and the approved

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building process. Councilmember Broderick mentioned that he has been in contact with the Chief Building Official, Phil Brown.

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE RESOLUTION #2014-12-R WITH THE FOLLOWING CONDITIONS 1. REMOVE CREDIT ON CITY UTILTIES AND 2. REMOVE THE DISCOUNTED OR WAIVED FEES ON LAND USE APPLICATIONS. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

10. **COUNCIL REPORTS:**

Councilmember Powell – Councilmember Powell reported that the Community Center Advisory Board still has some openings (9 member board and there are currently only 3 members serving). She then gave an overview of the responsibilities and scope of duties of the CCAB. She suggested incorporating a page on the website showing what positions are open, or coming up, on the various boards in the city. She also suggested that the Council be alerted when new business licenses are issued as to be more proactive and business friendly.

Councilmember Bean – Councilmember Bean mentioned that he appreciated the email from Mr. Cowie regarding the UIA and Utopia Board meeting updates. He also expressed his appreciation to Mayor Acerson and Mr. Cowie attending the meetings and for keeping the Council informed.

Chief Cullimore – Chief Cullimore thanked the Council for their support with the recently held "Drill Down for Safety" and expressed that he would like to continue the drill as there is a lot of community response and community value.

Councilmember Hoyt – Councilmember Hoyt thanked Chief Cullimore and his staff for all of the hard work with the recent drill. He also suggested that he feels it would be beneficial to stream the whole process. Chief Cullimore said that is something to consider. Councilmember Hoyt mentioned that he had a discussion regarding merits with the Pleasant Grove Chamber of Commerce (along with Mr. Cowie and Mr. Van Wagenen); they are looking into this issue and the PG Chamber will bring it to the Council as a proposal at some future time. Councilmember Hoyt also reported that he met with the Historic Preservation Commission tonight and they are still missing a commissioner and if there are any suggestions to let him know.

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Councilmember Broderick – Councilmember Broderick reported that he previously discussed the proposed cemetery building and provided an update.

Councilmember Lundberg – Councilmember Lundberg mentioned that Wadley Farms has asked if the City Council could arrange a tour of their new facility to see the commercial farm use zone. Councilmember Lundberg commented that she spoke with the Planning Commission Chairperson, Sharon Call, who indicated that the Planning Commission would also be interested in attending the tour. Councilmember Lundberg also gave a brief summary of the recent bike tour in Boulder, CO. She mentioned that ¼ of the people coming into that city are biking or walking (non-vehicle use). She noted they have created a sophisticated system of biking and walking trails that has revitalized their downtown area.

Mayor Acerson – Mayor Acerson reported that the Mountainland Association of Governments approved the allocation of monies to obtain matching funds from the federal government for the BRT in the Provo/Orem area. He noted this is a huge commitment as the routes are established but the frequency will increase; so it is a subsidy. Mayor Acerson also reported that he will be speaking at the upcoming ground breaking at the ProFire building expansion on Thursday and also at the new Noah's groundbreaking which is upcoming. Mayor Acerson also expressed his thanks to Chief Cullimore for the great job with the drill down and also the Council for their participation. Mayor Acerson announced that his name is listed as a host at an upcoming event. He noted there is a write in candidate "Bill Frees" for the Utah County Commission seat "A". The event will be held at the Riverside Country Club to raise funds and create awareness (Jimmer Fredette will be a guest) and will be held on Thursday, September 18th at 6:00 pm if anyone is interested in attending.

Administrator's Report:

Mr. Cowie reported on the following items:

Misc. Updates:

- September City newsletter, Chief Cullimore
  - Land Use Project Tracking List
  - Ivory Homes, Anderson property concept plan
  - 700 North assisted living facility
- Mr. Cowie reported there will be a Legislative report from State elected representatives on the October 21st Council meeting work session at 6:00 pm
- Tree lighting (to have Santa come or not) – Following discussion the Council was in agreement to have Santa.
- Mr. Cowie gave an update on the Group Home appeal
- Special Meeting request: September 23rd at 6:00 pm to review agreement with Wolf Mountain / Scott's, Miracle Grow
- Mr. Cowie gave a claims updates on the following claims: Flygare, Dexter, Jasper
- Business Friendly practices: Mr. Cowie stated if there are any specific issues that should be addressed to send him an email

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- Community Center OpEx – Mr. Cowie stated that he will come back with more information
- Misc. Items

Upcoming Meetings & Events:

- Newsletter Assignment: Councilmember Broderick – November newsletter article. *Due by last week in October.*
- September 20th at 8:00 am: The Arbor Day tree planting / Fun Run
- September 30th 5-7:00 pm pedestrian bike plan public open house
- October 3rd – Utah County Health Department Vaccination Clinic at Lindon City Center. 1-3:00 pm
- October 7th – 6:00 pm work session. Annual Department reviews with Police and Community Development.
- October 14th at Noon – Engineering Coordination at Public Works. Mayor Acerson, Councilmember Broderick will attend
- October 21st at 6:00 pm – work session with State Legislators
- November 18th – 6:00 pm work session. Annual Department reviews with Public Works and Parks Department
- November 27th – Thanksgiving Dinner at Community Center

Future items:

- Employee Policy Manual updates
- Performance evaluations, compensation, and benefit studies
- Impact Fee and Utilities rate studies
- Economic Development plan / policies

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

Adjourn –

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING AT 10:55 PM COUNCILMEMBER POWELL SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – October 7, 2014

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Kathryn Moosman, City Recorder

_____
Jeff Acerson, Mayor

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

- No Items.

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

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6. **Review & Action — Waste Disposal Contract Extension, Republic Services** *(15 minutes)*
   Reece DeMille with Republic Services requests approval of a 3-year extension to the current waste disposal contract (residential garbage & recycling) which expires June 30, 2015. The contract contemplates extensions that may be granted upon approval of both parties. No change in contract prices or procedures is proposed as part of this request.

Lindon City has contracted with Republic Services for residential waste disposal for a number of years. They provide a good service to the residents and are responsive to residential waste hauling needs within the community. Under our current contract and pricing from Republic, Lindon residents enjoy one of the lowest residential garbage and recycling rates in Utah County.

As the contract for waste disposal is scheduled to end in June 2015, and as our service and pricing has been excellent with Republic, Staff has communicated with Mr. DeMille and discussed acting upon the extension provisions within the current contract. Mr. DeMille has submitted the attached letter requesting approval of a 3-year extension to the current contract agreement. Full copies of the current waste disposal contract agreement are also attached (Note: When we entered into the contract, the waste company was then known as Allied Waste Services – but is now Republic Services). If approved, the agreement would be extended until June 30, 2018.

Some interest was expressed in the spring of 2014 from two other haulers who hoped to bid on Lindon's waste disposal contract when it is due to expire. Prices offered for solid waste removal in cities where these other providers do business is more expensive than Lindon's current rates. Given our good relationship, services, and pricing with Republic, staff sees no reason not to exercise the 3-year extension provision in the current contract.

Extension of the contract will not change the pricing structure in the agreement. Provisions for Republic to obtain fuel surcharge increases and rate increases based upon agreed upon indexes will still be available. Republic anticipates they will request an inflationary increase in garbage and recycling rates early next spring.

Sample Motion: I move to (approve, continue, deny) the request by Republic Services to extend the current residential waste disposal contract agreement until June 30, 2018, with the following conditions:

REPUBLIC SERVICES

August 19, 2014

Adam Cowie, City Administrator
% Lindon City
100 N. State St.
Lindon, UT 84042

Re: Trash and Recycling 3-year extension

Dear Mr. Cowie,

I am writing to officially request from Lindon City that the current trash and recycling agreement be extended for 3-years, allowed per page 5, section 2 of the current contract. The new expiration date would move from June 30, 2015 to June 30, 2018.

Pricing during that period would stay on the same schedule as it is now, including the rate proposed with the implementation of an opt-out recycling program.

I would welcome the opportunity to discuss this further with the council in an effort to get this extension in place as soon as possible.

Sincerely,

Reece DeMille
Manager, Municipal Services & Government Affairs

643 West 700 South
Pleasant Grove, UT 84062
801-785-5935 • Fax 801-785-8028
republicservices.com

AGREEMENT

LINDON CITY, a municipal corporation and a subdivision of the State of Utah with its principal offices located at 100 North, State Street, Lindon, Utah (hereafter referred to as the "Lindon") and ALLIED WASTE SERVICES, with its principal offices located at 225 West 700 South, Pleasant Grove, Utah, (hereafter referred to as "Allied") for and in consideration of the mutual covenants and agreements contained herein with the purpose of executing an agreement for the collection of residential solid waste and recyclable materials within the City of Lindon, do hereby mutually agree and covenant as follows:

1. DEFINITIONS. For purposes of this Agreement, the following words shall be defined as follows:

1.1. **Container.** A receptacle designed for the purpose of curbside collection of Residential Solid Waste and Recyclable Material and which is constructed and designed with sufficient size and strength to be to in conjunction with mechanical lifting and having a tight fitting lid.

1.1.1. **First Container.** An approved container for Residential Solid Waste which is required for each Residential Unit as defined herein.

1.1.2. **Additional Container.** An approved Container for Residential Solid Waste that a Residential Unit may elect to have in addition to the First Container and for which an additional fee is charged.

1.1.3. **Recyclable Material Container.** An approved Container for Recyclable Material that a Residential Unit may elect to have which is of the same size and construction as a container for Residential Solid Waste, but which is of a different and distinct color.

1.2. **Curbside.** That portion of right-of-way adjacent to a paved or traveled city roadways, including alleys.

1.3. **Disposal Site.** North Point Solid Waste Transport Station located at 200 South 2000 West, Lindon Utah.

1.4. **Excluded Waste.** The following types of waste are excluded in the type of waste to be collected by Allied under this Agreement and the collection and disposal thereof shall not be included under or controlled by this Agreement.

1.4.1. **Bulky Waste.** Stoves, refrigerators, water tanks, washing machines, furniture and other similar items and materials, Large Dead Animals, Hazardous Waste, or Stable Waste, or other materials with weights or volumes greater than those allowed for Bins or Containers as the case may be.

1.4.2. **Commercial and Industrial Refuse.** All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a producer at a Large Commercial and Industrial Unit.

1.4.3. **Construction Debris.** Waste building material resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Larger Commercial or Industrial Unit.

1.4.4. **Hazardous Waste.** Any waste that contains any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic material which is listed or characterized as hazardous under federal, state, or local law or water regulations. Hazardous Water shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Department of Environmental Protections Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended from time to time.

1.4.5. **Institutional Solid Waste.** Solid waste originating from education, health care, and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments. Institutional Solid Waste shall not include group homes.

1.4.6. **Larger Commercial and Industrial Units.** All premises, locations or entities, public or private, required Garbage and Rubbish collection within Lindon City that are not defined as a Residential Unit or a Municipal Facility.

1.4.7. **Large Dead Animals.** Animals or any portion thereof equal to or more than ten pounds in weight that have expired due to any cause except those slaughtered or killed for human use.

1.4.8. **Offal Waste.** Animal (land or marine) matter from establishment such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.4.9. **Special Waste.** Nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing, or disposal as a result of the characteristics or, processes which generate such waste. Special Waste shall included, but not be limited to:

a) waste iron from commercial or industrial activity;
b) waste generated by an industrial processes or pollution control processes;
c) waste containing free liquids;
d) articles from the cleanup of a facility that produces, stores, processes, or disposes of chemical substances, commercial precuts or wastes;
e) waste containing asbestos;
f) containers that once held hazardous substances or solid waste that has come in contact with any of the times listed in this subsection;
g) filter cake sludge from any waste water treatment process;
h) any waste that contains any regulated polychlorinated biphenyls; and
i) ash, sludge, tires, and powders.

1.4.10. **Stable Matter.** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.4.11. **Vegetable Waste.** Putrescible solid waste resulting from the processing of plans for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption in places such as cafeterias and restaurants.

1.5. **Fiscal Year.** The annual period used in this Agreement for reviewing and modifying fees under the terms of terms of this agreement and which runs from July 1st in any give calendar year to June 31st of the following calendar year.

1.6. **Large Multi-Family Residential Units.** Dwelling structures or condominium dwellings, consisting of more than four individual households or units.

1.7. **Municipal Facilities.** Those locations owned or operated by Lindon, including, but not limited to the city hall, city aquatics center, community center, senior citizen center, public works facilities, veterans' hall, city parks, and trail heads.

1.8. **Recycling.** The collection of and delivery of Recyclable Materials pursuant to the terms and conditions of this Agreement.

1.9. **Recyclable Materials.** For the purposes of this Agreement, the following items are classified as Recyclable Materials: Plastic Soft Drink Bottles (#1's) and Milk Jugs (#2's); Aluminum Beverage Cans; Newspapers; Corrugated Cardboard; Magazines, Junk Mail; Tin Cans; Brown Paper Bags; Phone Books; Paperboard; Office Paper; Cereal Boxes; Notebook Paper; Paper towel and toilet paper tubes; All Plastics #3-7,(Look for symbol on container); Shoe Boxes. As the recycling commodities market changes from time to time, this list of recyclable material may be modified from time to time, upon the mutual agreement of the parities.

1.10. **Residential Solid Waste.** Without limiting the general applicability of the definition of residential solid waste, the following types of waste are included in the definition of residential solid waste which shall be collected by Allied:

1.10.1. **Garbage.** Any and Small Dead Animal; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract files or rodents unless expressly excluded from collection under the terms and definitions of this Agreement.

1.10.2. **Rubbish.** All waste wood, wood chips, shavings, sawdust, printer material, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery, glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other materials not expressly excluded from collection under the terms and definitions of this Agreement.

1.10.3. **Small Dead Animal.** Animals or any portion thereof less than ten pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

1.10.4. **Solid Waste.** Useless, unwanted or discarded material with insufficient liquid content to be free-flowing, that result from domestic, industrial , commercial, agricultural, governmental and community operations which require proper storage, collection, transportation, and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or

material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents, which are not acceptable for disposal in sanitary sewage treatment system or other material expressly excluded from collection under the terms and conditions of this Agreement.

1.10.5. **Yard Waste.** Grass leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For Yard Waste collections services, grass, pine needles, leaves, flowers, stalks, and small tree trimmings (less than 2 feet in length and less than 2 inches in diameter) shall be in a container.

1.11. **Residential Unit.** For purposes of this Agreement only, a Residential Unit shall be a dwelling within the municipal boundaries of Lindon which is occupied by a person or group of persons comprising not more than one household or family. A dwelling structure or condominium dwelling, whether of single or multi-level construction, may have up to four households or families and still qualify to be treated as Residential Units. Each individual household or unit shall be required to have a separate container and shall be billed separately as an individual Residential Units. A Residential Unit shall be deemed occupied when water or domestic light and power services are being supplied thereto. For purpose of this Agreement only, a Residential Unit shall include small commercial business whose Garbage and Rubbish is placed in not more than three containers per collection day, including but not limited to offices, stores, service stations, restaurants, amusement centers, schools, churches, etc.

1.12. **Waste Material.** All nonhazardous solid waste (including Residential Solid Waste, Recyclable Materials, and all waste included in the definitions thereof) generated at Residential Units and Municipal Facilities that are not expressly excluded from collection under the terms and definitions of this Agreement.

2. **TERM OF SERVICE PERIOD AND EFFECTIVE DATE.** The initial term of the service period of this Agreement shall be five years, with the initial year beginning on March 1, 2010, and the Agreement concluding at 11:59 p.m. on June 30, 2015. Upon the mutual consent of both parties, this Agreement may be extended up to two times, with each extension consisting of a three year term (From March 1, 2015 to June 30, 2018 and from March 1, 2019 to June 30, 2022 if both options are exercise). A party may exercise the option to extend this Agreement, pursuant to this section, by giving written notice to other party at least 90 days before the termination of the expiring term. If neither party gives written notice at least 90 days in advance of the expiration of the term, the contract shall terminate pursuant to this agreement. If notice to extend is given, the party receiving the

intent to extend must object to the extension, in writing within 10 days of receiving the notice, in order to terminate the agreement. If no objection to the extension is received within the 10 day period, consent to the extension shall be presumed, and the contract shall renew for the length of the applicable extension period.

3. RIGHT TO COLLECT AND DISPOSE OF WASTE MATERIALS. Lindon hereby grants Allied an exclusive franchise, license and privilege to collect, remove and dispose of Residential Solid Waste and Recyclable Materials within the corporate limits of Lindon City. Allied hereby contractually agrees to collect, remove and dispose of Residential Solid Waste and Recyclable Materials from Residential Units and Municipal Facilities according to the terms and conditions and any ordinances enacted or amended by Lindon.

4. SCOPE OF WORK. The work under this Agreement shall consist of all the supervision, material, equipment, labor, and all other items necessary to collect and dispose of the Waste Material from all Residential Units, Municipal Facilities, and other locations as my be specified by this Agreement .

4.1. **Work Not Covered.** Work under this Agreement does not include the following:

4.1.1. The collection or disposal of increased volume of Waste Materials resulting from a flood, tornado, earthquake, or similar Act of God;

4.1.2. The collection or disposal of Construction or Demolition debris;

4.1.3. The collection or disposal of Excluded Waste as defined herein;

4.1.4. The collection or disposal of Waste Materials from Large Multi-family Residential Units; and

4.1.5. The collection or disposal of Waste Materials from Large Commercial or Industrial Units in Lindon.

4.2. **Allied's Right for Enter into Separate Agreements.** Nothing herein shall be construed to prohibit Allied from providing collection and disposal services to Large Commercial and Industrial Units and Large Multi-Family Residential Units or to provide additional water collection and services to Residential Units or Municipal Facilities above those covered herein. Allied may enter into separate agreements to provide such services as may be negotiated between Allied and such customers. However, this Agreement shall not be deemed to grant Allied an exclusive franchise, license, license, or privilege to provide additional services to such customers or obligate such customers to use Allied for these services.

5. COLLECTION OF WASTE MATERIAL. Collection of Waste Material shall be performed in accordance with the following terms and conditions:

5.1. **Waste Material to Be Contained.** All Waste Material to be collected shall be contained in Containers so as to minimize leaking, spills, and blowing.

5.2. **Location of Containers.** Each Container shall be placed at the curbside for collection. Containers shall be placed as close as practicable to the roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction blocks the curbside, containers shall be placed as close as practicable to an access point for the collection vehicle. Allied may decline to collect any Container not placed at the curbside or any Waste Material not in a Container.

5.3. **Hours of Operation.** Collection of Waste Materials shall not start before 7:00 a.m., or continue after 8:00 p.m. on the same day. Exception to collection hours shall be allowed only upon mutual agreement of the parties or when unforeseen circumstances may it reasonably necessary to exceed the set hours in order to complete the collection on a collection route that has been commenced but not completed.

5.4. **Collection Routes.** Residential Unit and Municipal Facility collection routes and dates of collection have previously been established by Allied and such route shall continue currently collected. Allied may from time to time change collections routes or dates of collection. Allied shall be responsible for providing notice of such changes to the Residential Units and and shall give residents at least two weeks advanced notice by placing hangers at each residential unit or municipal facility before the proposed changes become effective,. Lindon agrees to assist in notification of changes to the collections routes by agreeing to include notice of such changes in the city utility billing mailings.

5.5. **Collections Along City Boundaries.** In some locations, Lindon's city boundaries share streets in common with the Orem or Pleasant Grove, with Lindon Residential Units on one side of the street and Residential Units from the other municipality on the other side. Because the cost of disposal at the Disposal Site is billed directly to Lindon and is based on the weight of the Waste Material, and because Allied has or may have contracts for waste collection services with Orem or Pleasant Grove, Allied agrees not to create or use any collection routes that might mix the collection of Residential Solid Waste from Lindon with any Waste Materials collected from any other municipality.

5.6. **Mixing of Types of Waste Materials.** As Lindon is responsible for the costs of disposal at the Disposal Site, and as such costs are based on weight, Allied will not allow Residential Solid Waste to be mixed with any Recycled Materials or with any other type of material that might increase the costs of disposal.

5.7. **Collection of Recyclable Materials.** Allied shall provide curbside recycling services to Lindon Residential Units who subscribe through the City. Allied will supply Recyclable Material Containers and a list of acceptable materials to any Residential Unit signing up for the recycling program and will collect such containers if a Residential Unit stops their participation in the recycling program. Allied will collect Recyclable Containers using a schedule that ensures collection at least one time every other week. Allied will make its best efforts to arrange to collect Recyclable Materials on the same day of the week on which it collects waste materials.

5.7.1. **Proper Recycling Materials.** Lindon and Allied will work together to ensure that only proper Recyclable Materials are place in Recyclable Material containers and shall issue warnings (tagging containers) to residents not complying with program restrictions on materials that may be deposited for collection. After two notices of non-compliance are given to any Residential Unit within any calendar year, Allied may remove the Recyclable Materials Container from the offending Unit.

5.8. **Holidays.** The parties agree that for the purposes of the agreement, holidays shall be such days that are designated holidays by the North Point Solid Waste Transport Statation.t:

a)

5.8.1. Allied shall suspend collection services on holidays observed by the North Point Solid Waste Transfer Station, but must still provide collection services to each Residential Unit and Municipal Facility at least once per week. On weeks in which a holiday occurs Allied will make all reasonable efforts to collect Waste Materials from each Residential Unit and Municipal Facility within one day after the regularly scheduled collection time.

5.9. **Complaints.** Lindon shall refer all complaints regarding collection to Allied. Allied shall give prompt and courteous attention to complaints. In cases of missed collections, all complaints must be presented to Allied within 24 hours of when the missed pickup was supposed to have been collected. If Allied receives a report of a missed collection, within 24 hours of the scheduled pick up time, Allied

shall investigate and, if verified that Container was placed as the collection point as required in the Agreement, shall arrange for the collection of the Waste Material missed within 24 hours after the complaint was received. Allied agrees to maintain a local office or other facility at which it can be contacted by visit or by a local telephone number and shall have a responsible person to respond to complaints from 8:00 a.m. to 5:00 p.m. on regular collection days. If Allied fails to collect the missed collections within 24 hours, Lindon shall be entitled to a credit of $5.00 per day for each day beyond the 24 hours after Allied received the complaint. Each missed collection shall constitute a separate penalty.

5.9.1. **Second Complaints.** In the event that there is second uncorrected complaint, missed pickup affecting the same residential unit or municipal facility with in 60 days of a previous complaint or missed pickup, with a failure to collect the missed collection within 24 hours after notice, the per day penalty shall increase to $25.00 a day.

5.10. **Collection Equipment.** Allied shall provide adequate equipment to collect all Waste Materials from all Residential Units and Municipal Facilities according to the established collection scheduled. All equipment shall be designed and maintained so as to reasonably prevent spillage, leaking, or dropped/ blown debris.

5.10.1. **Containers**. Allied shall ensure that each Residential Unit is provided with a container that is in good condition and that functions properly. Allied shall also provide Recyclable Materials containers to each Residential Unit that signs up to participate in Recycling. Containers for Recycling shall be of a different color than of the containers used for Residential Solid Waste.

5.10.1.1. **Maintenance of Containers.** Allied shall be responsible to maintain all containers in good condition so that they roll easily and are usable by Lindon customers, and to make repairs of all defects resulting normal wear at no cost to the customer. However, in the event a customer loses or destroys a container, Allied may bill the customer for a replacement container.

5.10.2. **Collection Vehicles.** All collection vehicles shall meet all state and federal requirement for waste collection, and shall have clearly printed on each side of the vehicle the identity and telephone number for Allied. All collection trucks shall be equipped so as to contain all Waste Material and to minimize leaking, spilling, and/or blowing.

5.11. **Spillage.** Allied will not allow spillage or littering during the collection process and agrees to clean up any spills that may occur during the collection of Waste Materials. Allied is not obligated under the terms of this Agreement to collect any Waste Materials that have not been placed in approved containers, but may, at its discretion, collect any and all Waste Materials placed at the curb and which appear intended for collection and disposal or recycling.

6. DISPOSAL. Disposal of Waste Material shall be performed in accordance with the following conditions:

6.1. **Residential Solid Waste.** All Residential Solid Waste collected within the city limits shall be hauled to the Disposal Site. Lindon shall be responsible for the costs of disposal at the Disposal Site, which the North Point Transfer Station bills directly to Lindon. Allied agrees to take all reasonable measures to prevent spillage, leaking, or dropped/ blown debris entering or leaving the Disposal site, including checking for and removing waste materials that may have been deposited the tops and sides of its collection vehicles during disposing of waste materias.

6.1.1. **Disposal Records.** In order to facilitate Lindon's ability to verify accurate billing from the Disposal Site, Allied agrees that it will record and maintain an accurate accounting of all of trucks loads collected and disposed of at the Disposal Site, including the weight of Waste Materials for each truck and to provide this accounting to Lindon on a monthly basis.

6.2. **Recyclable Materials.** All Recyclable Materials collected for delivery and sale by Allied shall be hauled to a commodity buyer selected by Allied. The charge for delivery to a commodity buyer shall be included in the rates set forth for Residential Units serviced by Allied. Any revenue obtained by Allied from the sale of Recyclable Materials shall be maintained by Allied.

7. TITLE TO WASTE MATERIAL. Title to Residential Solid Waste and Recyclable Material and the right to salvage such items, shall belong to Lindon City once Waste Materials are placed in Containers and put out to the Curb. Title to Residential Solid Waste and Recyclable Material shall pass to Allied when placed in the Allied collection vehicles. Title and liability for any Excluded Waste shall remain with the generator or depositor of the waste and shall not, under any circumstances, become the property nor obligation or liability of Allied or Lindon. If at any time Lindon City requests the return of, or access to, any Waste Material for police or public safety purposes, Allied agrees at cooperate in such a return or access to Waste Materials. Lindon agrees to be responsible for any clean up or

containment of the Waste Materials that is dumped, searched, or inspect upon the City's request.

8. PRICES AND METHOD OF PAYMENT. The prices to be paid by Lindon and the method of payment shall be as follows:

8.1. **Computation of Fees.** The fees to be paid by Lindon shall be computed based upon the actual number of Residential Units for which Allied provides collection services during each month of this Agreement. The parties understand and agree that the number of Residential Units will fluctuate monthly and Lindon does not guarantee a minimum number of Residents Units receiving service for any given month. The parties agree that Lindon will not be required to pay any fees for the collection of Waste Materials or Recyclable Material from any Municipal Facility.

8.1.1. **Fees for Residential Solid Waste.** The Parties agree that the monthly fee for Residential Solid Waste will be the number of First Containers actually collected during a given month multiplied by the price of $5.31 and the number of Additional Containers collected during that month multiplied by the price of $3.50.

8.1.2. **Fees for Recyclable Materials.** The Parties agree that the monthly fee for Recyclable Materials will be the number of Recyclable Material Containers actually collected during a given month by the price of $3.25

8.1.3. **Tipping and Disposal Fees.** Lindon shall pay all tipping and disposal fees at the Disposal Site. Lindon shall pay all such fees directly to the North Point Solid Waste Transport Station. Allied shall provide proof of all Waste Material disposed of at the Disposal Site as required in Section 6.1.1.

8.2. **Cost Adjustments.** The parties agree that fluctuations in costs such as fuel directly impact the cost of collecting Waste Materials under this Agreement and that therefore it is appropriate to adjust the fees described above under the following conditions:

8.2.1. **Fuel Recovery Fee.** As fuel costs fluctuate, Allied may collect an additional Fuel Recovery Fee (FRF) which shall be calculated according to the schedule attached hereto as Exhibit A, which is hereby incorporated into this agreement.

8.2.2. **Environmental Recovery Fee.** An Environmental Recovery Fee (ERF) is typically assessed by Allied to pass through fees and costs charged by the Disposal Site to meet environmental compliance requirements by state and local

governments. As Lindon pays the costs of disposal Allied shall not be entitled to receive any ERF.

8.2.3. **Pass Through Fee.** Allied may collect a Pass Through Fee (PTF) to pass through increased costs directly related to changes in local, state, or federal laws and increases in taxes directly related to the collection and disposal of Waste Materials. Allied must provide written proof of the increase cost due to increases in taxes or fees. As Lindon pays the costs of disposal, no increased fee or surcharge imposed by the Disposal Site may be passed through. Also, the parties agree that increases in State or Federal income taxes, real or personal property taxes, or special district assessments may not be included in the PTF.

8.3. **City to Invoice and Collect.** Lindon shall be responsible to invoice and collect payment from each Residential Unit for services provided by Allied.

8.3.1. **Delinquent Accounts.** Allied shall discontinue collection services at any Residential Unit upon notification from Lindon. Upon further notice Allied shall resume collection on the next regularly scheduled collection day. Lindon agrees to indemnify and hold harmless Allied from any suit or claim arising the discontinuance of services at the direction of the City.

8.4. **Modification to Rates.** The fees set forth in Section 8.1 apply for the first full fiscal year of this Agreement (March 1, 2010 to July 1, 2011). Upon the mutual agreement of the parties, these fees may be adjusted up or down on an annual basis, based on demonstrable changes in the costs of performing this Agreement. Changes shall be capped by Wells Fargo Banks' Wastach Front Cost of Living Index. In the event the Well Fargo Bank's Wastach Front Cost of Living Index is unavailable, the parties agree to use the consumer Price Index. Any index used to adjust fee shall exclude changes in fuel costs, as these changes in fuel costs are addressed in the Fuel Recovery Fee as outlined in Section 7.2.1.

8.4.1. **Maximum Modifications.** The maximum change, up or down, that may be made to the fees in Section 8.1 shall be capped by the change in the Wells Fargo Banks' Wasatch Front Cost of Living Index or seven percent, whichever is less. If Allied's costs change more than seven percent in any given year the parties agree to consider renegotiating the fees for that year.

8.4.2. **Procedure for Modifying Fees.** Increases to fees must be approved by Lindon City Council and must be supported by documentation justifying the modification. Nothing herein shall be construed as requiring the City Council to grant a fee increase.

8.4.3. **Timing of Modification of Fees.** The parties agree to consult with one another by April 1st of each year, beginning in 2011, in regard to what modifications to the fees are appropriate. If Allied desires a fee increase it must request that the increase be presented to the City Council with sufficient time to put the item on the City Council Agenda before the last scheduled meeting in June. Any change to the fees shall become effective the first day of the following fiscal year. (July 1st)

8.5. **Billing.** Allied shall provide Lindon with its bill for collection and disposal services rendered to Residential Units during any given month by the last day of that month. If Lindon receives the bill by this time, Lindon will make payment to Allied by the 10th day of the next month. If Lindon receives the bill after the last day of the month, payment shall not be required to be made by the 10th as indicated herein, but such late billing will be added to the billing for the following month and paid with the subsequent bill.

8.6. **Payment.** Lindon shall pay Allied the fees outlined herein on or before the last day of the month following the month in which the service was rendered. Lindon shall prorate any accounts that were established or terminated during the month so that it only pays for the number of days that each account was actually serviced. Lindon may withhold payment if it determines that Allied has not proved the agreed upon level of service. Payment may be withheld only in proportion to the services in dispute and only until a satisfaction resolution to issue has been reached.

8.7. **Late Payments.** Payments not received on or before the date due shall be subject to a late fee of one and one-half percent of the amount owing. In the event that Lindon withholds a portion of the fee pending a dispute and it is determined Allied was entitled to the funds, those funds will be subject to the late fee described herein. However, if it is determined that the funds withheld, or a portion thereof, were correctly withheld, then no late fee shall be paid by Lindon.

8.8. **Audit.** Lindon may request and be provided with an opportunity to audit all books and records of Allied directly related to services provided to Lindon and which are used to support the calculations of the charges invoiced to Lindon under this Agreement. Lindon may request either a formal or informal audit and agrees to be responsible for engaging and directing auditors or accounts and for paying for

such services. Audits shall be performed at Allied's offices in Utah County, at another location in Utah County designated by Allied, or at any location the parties mutually agree upon. Allied shall make reasonable accommodations in allowing the audits to be conducted, with the understanding that audits shall be conducted in a manner so as not to disrupt the daily operations of Allied. Allied shall allow access to its records within 5 business days of Lindon requesting an audit.

9. NEW DEVELOPMENT. Upon development of new subdivisions within Lindon, Allied will, with 30 days notice, provide residential solid waste and recyclable material collection and disposal services to the new development under the same terms and conditions as established herein. Allied is not responsible to provide residential solid waste and recyclable material collection and disposal services to residential areas that may be annexed into Lindon during the service period under this Agreement. The service of such annexed areas shall be subject to negotiation of mutually acceptable amendment to this Agreement.

10. COMPLIANCE WITH LAWS. Allied shall at all times conduct its operations in compliance with all applicable federal state and local laws.

11. INSURANCE. Allied shall procure and maintain the following types of insurance for the duration of this Agreement and agrees to provide proof of such insurance upon request from Lindon. The insurance shall cover damages, injuries, and losses arising from Allied's performance of the Agreement, including any action or failure to act by any employee, representative, agent, or subcontractor.

11.1. **Commercial General Liability.** Commercial general liability insurance with coverage that is at least as broad as that established by the Insurance Services Office Commercial General Liability coverage with a $2,500,000.00 combined single limit per occurrence for bodily injury or property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be $5,000,000.00.

11.2. **Business Auto.** Business auto insurance with liability insurance with coverage that is at least a broad as that established by the Insurance Services Office Commercial Business Auto coverage, with a $3,000,000.00 combined single limit per occurrence for bodily injury or property damage.

11.3. **Workers' Compensation and Employer Liability.** Workers' compensation insurance as required by the State of Utah and a $1,000,000.00 per incident for bodily injury by accident and $1,000,000.00 per incident for bodily injury by disease for Employer's liability.

11.4. **Deductibles.** Allied shall declare to Lindon any deductible and provide proof, acceptable to the City, that it has adequate provisions and funds or reserves to cover such deductibles. Provisions of Section 11 shall not be deemed satisfied until Lindon has accepted and approved Allied's deductibles, which approval shall not be unreasonably withheld.

11.5. **Self-Insurance.** Self-Insurance will not satisfy the requirements of this section.

11.6. **Policy Provisions.** The policies required herein shall contain or be endorsed to contain the following provisions:

11.6.1. **Additional Insured.** Lindon, its officers, officials, employees and volunteers shall be listed as additional insureds under the commercial general liability and the business auto policies. The coverage shall also contain no special limitations on the scope of protection afforded Lindon and its officers, officials, employees and volunteers.

11.6.2. **Primary Insurance.** Allied's insurance coverage shall be primary insurance. Any insurance maintained by the City shall be exclusive of Allied's insurance and shall not contribute with it.

11.6.3. **Separate Application.** Allied's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

11.6.4. **Waiver of Subrogation.** The insurers shall waive, in writing, all rights of subrogation against the City its officers, officials, employees and volunteers for losses arising from Allied's actions in acting or failing to act under this Agreement.

11.6.5. **Cancellation or Reduction in Coverage.** Each insurance policy required by the Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits unless thirty (30) days prior written notice is given to Lindon by certified mail, return receipt requested. If insurance lapse or is modified without prior Lindon approval, Lindon shall have the option, at its sole discretion, to purchase insurance on behalf of Allied and deduct the premiums from amounts owed to Allied or to terminate this Agreement.

11.7. **Best's Rating.** Each insurer will have a Best's rating of A-VII or better and shall maintain its rating that at least this level throughout the term of this Agreement.

11.8. **Proof of Insurance.** Allied shall provide Lindon with proof the of insurance, with the endorsements as required herein. Lindon may request certified copies of all insurance policies required herein at any time.

11.9. **Subcontractors.** Allied shall include any subcontractors as insureds under this policy or shall furnish separate certificates of insurance for each subcontractor. All coverages for subcontractors shall be subject to the same requirements as Allied as stated herein.

12. INDEMNIFICATION. The parties agree to indemnify one another as follows:

12.1. **Indemnification by Allied.** Allied agrees to indemnify and hold Lindon, its officers, officials, employees and volunteers harmless against all claims, damages, losses, and expenses including attorney fees and for costs related to environmental clean up or non-compliance arising out of Allied's negligent or intentional acts or failures to act, in performing this Agreement. This indemnification shall not be limited by any limitation on amounts or types of damages or by insurance limitations. Allied shall not be required to indemnify Lindon for the negligent acts or failure to act of the City or its officers, officials, employees or volunteers.

12.2. **Indemnification by Lindon.** Lindon agrees to indemnify and hold Allied its officers, officials, employees and volunteers harmless against all claims, damages, losses, and expenses including attorney fees and for costs related to environmental clean up or non-compliance arising out of the placement by a City employee or agent of hazardous waste or ignited waste in a Container or Recyclable Material Container at a City Facility. This indemnification does not apply to the acts of third parties not controlled or directed by Lindon. Lindon shall not be required to indemnify Allied for the negligent acts or failure to act of Allied or its officers, officials, or employees.

13. DISCONTINUATION OF SERVICES. The parties expressly acknowledge the importance of regular collection of residential waste to public health and safety. Therefore, if Allied is unable to perform its obligations under this Agreement for any reason, including Force Majeure or Act of God, for a period of seven consecutive days or more, Lindon may arrange for the collection and disposal of residential solid waste and/or recyclable materials by any alternative means until Allied is able to resume collection under this Agreement. Allied agrees that Lindon may use, or direct the use, of Allied's equipment at no charge in the event of such circumstances as described in this section. Also, Allied agrees that it will

reimburse Lindon for any costs incurred in collection the residential solid waste and recyclable materials which amount may be deducted from payments owed by Lindon to Allied.

14. **DEFAULT.** Either party shall be considered in default of this Agreement if it fails to comply with any of the terms contained herein. The parties are entitled to avail themselves of any remedy available in the State of Utah for any default or other failure to perform that is not specifically provided in this Agreement. The following, non-exclusive, remedies shall apply in addition to other remedies available pursuant to this Agreement or at law or equity.

14.1. **Withholding.** If Allied fails to satisfy the terms of this Agreement after receiving written notice from Lindon, in place of terminating this Agreement, Lindon may give Allied a specified probationary period during which the deficiencies outlined in writing are to be addressed and resolved to the satisfaction of the city. During this probationary period Lindon my withhold ten percent (10%) of the payment due to Allied.

14.2. **Disposition of Equipment on Default.** For purposes of this section "Equipment" shall mean all trucks, containers, and recyclable material containers Allied uses in performing this Agreement. If Allied fails to perform its obligations under this Agreement for any reason (including reasons not resulting in termination of this Agreement), Lindon shall have the right to lease Allied's equipment at a fair market value until a permanent alternative solution for solid waste collection and removal can be arranged. The equipment shall remain the property of Allied and Lindon agrees to indemnify Allied for any damages or claims arising from the City's use of the Equipment during the lease period. If the parties cannot agree on a fair market value for leasing the equipment, the parties agree to submit the issue to an independent third party to determine the fair market value.

14.3. **Force Majeure.** With exception to the obligation to pay fees as contained herein, any failure or delay in performance under this Agreement due to circumstances beyond the reasonable control of the parties, including but not limited to strikes, riots, terrorists acts, emergency governmental orders, fires, severe weather and acts of God, shall not constitutes a default of the terms of this Agreement, but shall relieve the affected party of its obligation to perform those terms and conditions of the Agreement during the terms of the conditions or circumstances and a reasonable time thereafter.

15. TERMINATION OF AGREEMENT. In addition to the above-included remedies for default, either party may terminate this Agreement if the other party fails to comply with any of the provisions of the Agreement.

15.1. Cure Period. A Party desiring to terminate this Agreement based on the other party's default shall first give the other party a written notice of the default. If the default is cured with thirty (30) days of receipt of notice, the Agreement shall then remain in full force and effect. If the default is not cured within this time, the non-defaulting party may terminate the Agreement by giving written notice. Termination shall become effective ninety (90) days after receipt of the notice of termination and each party shall continue to perform its obligations under the terms of the Agreement during this 90 day period.

15.2. Remedies. If the Agreement is terminated for default, neither party shall have any continuing obligation to perform under the Agreement after the 90 day termination period. However, termination shall not restrict or limit any other remedy available at law, equity, or under this Agreement to the non-defaulting party.

15.3. Termination on Expiration of Service Period. If Lindon does not choose to exercise its option to extend this Agreement, it shall give written notice at least 90 days prior to the termination of the Agreement. The parties agree that they shall work together and cooperate to ensure a successful winding down of the Agreement.

15.4. Termination Based on Change of Law. If any federal or state laws are enacted, or if any court ruling is entered that invalidates this Agreement, the parties agree to renegotiate the terms of this Agreement so as to comply with the changed legal and/or statutory requirements. If the parties are unable to agree to mutually satisfactory terms, this Agreement shall terminate with a 90 day winding down period.

16. DISPUTE RESOLUTION. The parties desire to resolve disputes short of litigation, if possible. Therefore, before commencing legal action, the parties agree to negotiate a solution and if necessary to submit the issue to non-binding meditation prior to filing of litigation. If a party files litigation before negotiations and submitting the issue to mediation, the filing party shall be responsible for all costs and attorney fees of the other party in contesting the litigation.

17. ASSIGNMENT OF CONTRACT. Neither party may assign any portion of this Agreement without the written consent of the other party which may be given or denied according to the sole discretion of the non-assigning party.

17.1. **Collateral.** The use of contracts, operations and accounts receivable as collateral, or the assignment of that collateral, shall not be prohibited by this provision.

18. GENERAL PROVISIONS.

18.1.1. **Party Representatives and Notice.** The following people are designated as the initial representatives for the parties. Any notices required to be given pursuant to this Agreement, shall be sent to these representatives. Either party may change its designated representative upon giving notice to the other party.

Lindon City
Lindon City Administrator
100 North State Street
Lindon, Utah 84042
(801) 785-5043

Allied Waste Services

18.2. **Confidentially.** Allied shall have no confidentiality obligations with respect to any Waste Materials collected under this Agreement.

18.3. **Intellectual Property/Proprietary Right.** Nothing contained herein shall be construed so as to transfer to Lindon any intellectual property/ proprietary rights. Also, nothing contained herein, including the use of Allied's equipment as provided for in the Agreement, shall be deemed to impose no duty of confidentially on Lindon regarding any Intellectual/Proprietary rights that Allied may possess or claim.

18.4. **Third Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of the parties herein and is not intended to create contractual rights in any third party.

18.5. **Severability.** If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, it shall be modified so as to be deemed valid, legal and enforceable but so as to retain, as close as possible, the intended meaning of original Agreement. If such modification is not possible, the affected provision shall be severed from this Agreement. All other provisions not

affected by such a ruling shall remain enforceable and unaltered to the extent that it is fail and reasonable.

18.6. **Waivers.** The failure of either party to enforce any rights under this Agreement shall not be deemed to constitute a waiver of such right or rights. Any wavier of right granted by either party for one or more events shall constitute a continuing wavier of other events, whether similar in nature or not.

18.7. **Amendments.** No provision of this Agreement may be modified except in writing agreed to by both parties.

18.8. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

18.9. **Lawful Agreement.** The parties represent that they have the right and authority to enter into this Agreement and, in doing so, have complied with all relevant statues, ordinances, resolutions and by-laws and another legal requirements applicable to their operations.

18.10. **Time of Essence.** Time shall be of the essence in executing this Agreement.

18.11. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings are for convenience only and do not constitute a part of the provisions hereof.

18.12. **No Presumption.** All parties have participated in preparing this Agreement and as such the parties agree that any court interpreting this Agreement shall not apply any presumption against the drafting party nor more strictly construe it against one party over the other.

18.13. **Non-Waiver of Governmental Authority.** Nothing contained in this Agreement shall be deemed to be a wavier or abrogation of the legislative, governmental, or police power of the City to promote and protect the health, safety, morals, and general welfare of the City or its inhabitants, nor shall the Agreement prohibit the enactment by Lindon of any fee which is uniform or of general application within the City.

18.14. **No Partnership.** Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between Lindon and Allied.

18.15. **Integrated Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.

18.16. **Attorneys Fees and Costs.** If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.

18.17. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each the parties.

(Signatures on the following Page)

DATED FEBURARY, 16 2010

LINDON CITY

JAMES DAIN
Lindon City Mayor

Attest: Debbie Cullimore
Lindon City Recorder.

DATED FEBURARY, 26 2010

ALLIED WASTE SERVICES

By:

Its: Reece DeMille, GM

LINDON CITY
Seal
UTAH COUNTY UTAH

EXHIBIT A

UTAH MARKET
FUEL SURCHARAGE TABLE

The Fuel Recovery Fee will be adjusted each month in accordance with the corresponding change in the monthly average of the Retail On-Highway Rocky Mountain Diesel Index, as provided by the Energy Information Administration (at http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp) The following table outlines the monthly rate schedule for the City.

Monthly Average $/Gallon$	$Increase per 1st Container
$2.39 or Less	$ --
$2.40	$0.03
$2.50	$0.06
$2.60	$0.09
$2.70	$0.12
$2.80	$0.15
$2.90	$0.18
$3.00	$0.21
$3.10	$0.24
$3.20	$0.27
$3.30	$0.30
$3.40	$0.33
$3.50	$0.36
$3.60	$0.39
$3.70	$0.42
$3.80	$0.45
$3.90	$0.48
$4.00	$0.51

Should prices rise above $4.00, the pattern of increase established above shall continue in that for every 10 cent change in Diesel prices, the Fuel Recovery Fee shall be adjusted accordingly by $0.03.

7. Continued Public Hearing — Ordinance Amendment, LCC 17.44.140 Accessory Buildings (Ord #2014-16-O) *(15 minutes)*

This item was continued from the Sept. 16, 2014 council meeting. Lindon City staff requests an amendment to Lindon City Code 17.44.140, Accessory Buildings, to allow reduced setbacks for certain accessory structures on corner lots in residential zones by approval of Ordinance #2014-16-O. The Planning Commission recommends approval.

Staff from the Planning Department will review proposed changes to this ordinance with the Council. Changes to the previous proposal have been implemented to limit the scope of the proposed change throughout the community.

Please see attached Ordinance draft.

Sample Motion: I move to (approve, continue, deny) approve Ordinance #2014-16-O modifying LCC 17.44.140 Accessory Buildings, with the following conditions:

Public Hearing — Ordinance Amendment, LCC 17.44.140 Accessory Buildings

Presenting Staff: *Jordan Cullimore*

SUMMARY

Lindon City requests an amendment to Lindon City Code 17.44.140, Accessory Buildings, to allow reduced setbacks for certain accessory structures on corner lots in residential zones. This item was continued from the September 16, 2014 City Council Meeting.

MOTION

I move to (*approve, deny, continue*) the proposed ordinance amendment to 17.44.140 Accessory Buildings (*as presented, with changes*).

ATTACHMENTS

1. Proposed amendment

ORDINANCE NO. 2014-16-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING SECTION 17.44.140 OF THE LINDON CITY CODE TO ALLOW EXCEPTIONS TO SETBACK REQUIREMENTS FOR CERTAIN ACCESSORY BUILDINGS ON CORNER LOTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the vision of the Lindon City General Plan (the *"General Plan"*) is to provide a city identity with a clean and attractive physical setting; and

WHEREAS, an objective of the General Plan is to ensure that new development reflects quality site design standards consistent with its particular use and location; and

WHEREAS, the Lindon City Council (the *"Council"*) recognizes the value of establishing procedures by which the City may authorize desirable residential development consistent with the spirit and intent of the General Plan and the zoning ordinance without requiring numerous and difficult variance applications; and

WHEREAS, the Lindon City Planning Commission has recommended an amendment to section 17.44.140 of the Lindon City Code; and

WHEREAS, a public hearing was held on September 9, 2014, to receive public input and comment regarding the proposed amendment pertaining to accessory building setbacks on residential corner lots; and

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

WHEREAS, the Council held a public hearing on September 16, 2014 to consider the recommendation.

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

SECTION I: LCC 17.44.140 of the Lindon City Code is hereby amended to read as follows:

Section 17.44.140 Accessory Buildings

1. Accessory Building within the Buildable Area. Accessory buildings meeting all setback requirements (within the buildable area) for the main dwelling are permitted when in compliance with the following requirements:
    a. Have a building height not taller than thirty-five (35) feet. Height to be calculated as per §17.44.100.
    b. Comply with all lot coverage requirements.
2. Accessory Building Outside the Buildable Area. Accessory buildings that do not meet the setback requirements (outside the buildable area) for the main dwelling shall comply with lot coverage requirements and meet the conditions following:
    a. Be set back a minimum of 30 feet from the front property line and five (5) feet from any other property line.
    b. Be set back a minimum of ten (10) feet from property line when located between the main dwelling and the side property line.
    c. Not be located within a recorded public utility easement, unless a release can be secured from all public utilities.

d. Have an average building height of no more than twenty (20) feet in height measured at the four corners of the structure from finished grade to the highest point of the roof structure.
e. Comply with distance between buildings requirements.

3. Setback Exception for Accessory Buildings on Corner Lots.
a. This subsection applies to lots of which at least 52% (rounded to the nearest hundredth) of the total combined lot line length abuts a public street or right-of-way.
b. On lots described in 3a. above, and pursuant to a validly issued Setback Exception Permit, an accessory building may be situated within twenty (20) feet of a front lot line when the accessory building complies with the following dimensional and situational requirements:
i. The building does not exceed two hundred (200) square feet in area;
ii. The building does not exceed twelve (12) feet in height; and
iii. The building is situated behind the primary dwelling in the area that would customarily be considered the back yard of the dwelling.
c. The Planning Director and City Engineer may approve the location of an accessory building that meets the requirements in subsection 3b. above upon reviewing a Setback Exception Permit application and determining that the proposed height and setback will not cause a public or traffic safety hazard.
d. If the Planning Director and City Engineer determine that the proposed height and/or the proposed setback does not satisfy the criteria in 3c. above, they may deny the Setback Exception Permit application or approve the permit with a modified height and/or modified setback that sufficiently mitigates any detrimental impacts.

~~3.~~4. Accessory buildings larger than two hundred (200) square feet shall be required to obtain a building permit.

~~4.~~5. Construction of an accessory building may precede the construction of the primary residence.

(Ord 2009-3, amended 02/03/2009, Ord 2008-4, amended 2/19/2008, Ord. 2003-15, Amend, 11/18/03; Ord. 2000-11, 2000; Ord. 111 §1(part), 1985: prior code §12-111-13)

SECTION II: 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: 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: 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 _____, 2014.

_____
Jeff Acerson, Mayor

ATTEST:

_____
Kathryn A. Moosman,
Lindon City Recorder

SEAL

8. **Public Hearing — 2014-15 Fiscal Year Budget Amendment (Res#2014-13-R)** *(25 minutes)*
   The Council will review and consider approval of Resolution #2014-13-R outlining various proposed amendments to the 2014-2015 fiscal year budget. Lindon City Finance Director, Kristen Colson, will present this item to the Council.

Budget amendments occur periodically to make adjustments for unforeseen and/or updated information received regarding budget expenditures and revenues. Please see attached resolution and proposed budget amendments. Kristen prepared a written summary of the changes that corresponds to the spread sheet numbers. The summary is attached after the spread sheet.

Sample Motion: I move to (approve, deny, continue) Resolution #2014-13-R which outlines the proposed 2014-15 fiscal year budget amendments, with the following conditions:

RESOLUTION NO. 2014-13-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY BUDGET FOR FISCAL YEAR 2014-2015 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City Budget for the current fiscal year 2014-2015; and

WHEREAS, the on-going budget reports indicate several items which need to be adjusted to actual costs associated with current projects, and revenue/expenditure line items; and

WHEREAS, now the Municipal Council desires to amend the Lindon City Budget to reflect these more accurate numbers.

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

SECTION I. The Lindon City Budget is hereby amended as shown on the attached memorandum for specific budgetary line items as listed.

SECTION II. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Lindon City Council on this the _____ day of _____, 2014.

_____
Jeff Acerson, Mayor

ATTEST:

_____
Kathryn A. Moosman, City Recorder

SEAL:

BUDGET AMENDMENTS
FISCAL YEAR 2014-2015
October 7, 2014

Acct #	Note	Description	REVENUES Previous Budget	REVENUES Amended Budget	EXPENDITURES Previous Budget	EXPENDITURES Amended Budget
		GENERAL FUND				
10.31.400	1	Mass Transit Tax	-	3,500.00		
10.38.900	9	Use of Fund Balance	119,675.00	153,991.00		
10.41.230	2	City Council Travel & Training			1,500.00	4,200.00
10.41.355	3	Chamber of Commerce			1,315.00	1,350.00
10.44.310	4	Professional & Tech Services			100,000.00	115,000.00
10.57.630	5	North Ut County Animal Shelter			15,000.00	21,591.00
10.60.550	1	UTA Tax Payment			-	3,500.00
10.67.610	2	Cemetery Equipment Rental			-	1,990.00
10.75.950	8	Trfr to Recreation Fund			336,290.00	344,290.00
			119,675.00	**157,491.00**	**454,105.00**	**491,921.00**
		NET GENERAL FUND INCREASE		**37,816.00**		**37,816.00**
		PARC TAX FUND				
24.30.100	6	PARC Tax	325,000.00	420,000.00		
24.41.720	6	Aquatics Facility Improvements			30,000.00	44,000.00
24.42.250	6	Comm. Center Operating Supplies & Maint			20,500.00	15,500.00
24.42.720	6	Comm. Center Building Improvements			16,000.00	50,500.00
24.44.730	6	Parks Improvements Other than Bldgs			30,000.00	59,000.00
24.49.990	6	Appropriate to Fund Balance			38,575.00	61,075.00
			325,000.00	**420,000.00**	**135,075.00**	**230,075.00**
		NET PARC TAX FUND INCREASE		**95,000.00**		**95,000.00**
		WATER FUND				
51.30.975	7	Use of Impact Fees	27,588.00	90,588.00		
51.30.980	9	Use of Fund Balance	284,085.00	285,575.00		
51.40.315	7	Services - Impact Fees			-	63,000.00
51.40.610	2	Equipment Rental			500.00	1,990.00
			311,673.00	**376,163.00**	**500.00**	**64,990.00**
		NET WATER FUND INCREASE		**64,490.00**		**64,490.00**
		STORM DRAINAGE FUND				
54.30.900	7	Use of Fund Balance	140,758.00	215,758.00		
54.40.315	7	Services - Impact Fees			-	75,000.00
			140,758.00	**215,758.00**	**-**	**75,000.00**
		NET STORM DRAINAGE FUND INCREASE		**75,000.00**		**75,000.00**
		RECREATION FUND				
55.30.897	8	Transfer from General Fund	336,290.00	344,290.00		
55.41.675	8	Aquatics Ctr Purchase of Equipment			3,500.00	9,500.00
55.42.310	2	Comm. Center Professional &Tech Svcs			3,400.00	5,400.00
			336,290.00	**344,290.00**	**6,900.00**	**14,900.00**
		NET RECREATION FUND INCREASE		**8,000.00**		**8,000.00**
		NET CITYWIDE INCREASE		**280,306.00**		**280,306.00**

BUDGET AMENDMENT NOTES
October 7, 2014

1 For over a decade, Lindon City has had an allocation of mass transit tax which the Utah State Tax Commission remits directly to the Utah Transit Authority (UTA) on behalf of Lindon. This has not been recorded in Lindon City's financial statements. On June 24, 2014, the Utah State Auditor's Office sent Auditor Alert 2014-3 advising all municipalities that they are now required to recognize the tax revenue and corresponding expense even though the money does not pass through the City. The budget amendment will affect the revenue and expense and reflects the anticipated amount for the 2014-15 fiscal year.

2 There were several last minute changes to the final budget presented on June 17, 2014. The implications of the proposed changes did not have time to be fully reviewed. As time has passed, there are several items that need to be amended back to the final budget amounts proposed on June 17. It was not the intention to eliminate the services corresponding with the budget cuts. This includes City Council members attending the Utah League of Cities and Towns Spring Conference; rental of a backhoe which is split between Streets, Cemetery and Water divisions; and the increased cost of internet service to the Community Center.

3 The Utah Valley Chamber of Commerce renewal increased slightly above what was budgeted.

4 Lindon City needs to update the Public Safety Impact Fee Study in order to evaluate the potential and possibly implement this new impact fee. The cost for Lewis, Young, Robertson and Burningham to complete this study is approximately $15,000.

5 The North Utah County Animal Shelter annual assessment increased $6,721 from last year's assessment due to a 20% increase in the number of animals from Lindon and a 21% increase in the cost per animal.

6 The PARC tax revenues are coming in better than anticipated. This amendment will increase the budgeted revenue $95,000 and allocate the additional revenue in order to maintain the establish allocation ratios except with Administration (half of Hannah's salary and benefits) and the Mini Grants. The remaining revenue will be used to increase the amount going into the fund balance. The overall PARC Tax Fund Budget is as follows:

	Approved Allocation	Original Budget Amount	Original Budget Allocation	Amended Budget Amount	Amended Budget Allocation	Variance
Revenue		325,500.00		420,500.00		95,000.00
Expenditures						
Facilities Maintenance	32%	104,000.00	32.0%	134,500.00	32.0%	30,500.00
Parks and Trails	14%	45,000.00	13.8%	59,000.00	14.0%	14,000.00
Community Center	14%	45,000.00	13.8%	59,000.00	14.0%	14,000.00
Aquatics Center	14%	45,000.00	13.8%	59,000.00	14.0%	14,000.00
Administration	10%	32,925.00	10.1%	32,925.00	7.8%	-
Mini Grants	4%	15,000.00	4.6%	15,000.00	3.6%	-
Contingency	12%	38,575.00	11.9%	61,075.00	14.5%	22,500.00
Expenditure Total		325,500.00		420,500.00		95,000.00

7 Lindon City needs to update Impact Fee Facilities Plans (IFFP) for Water and Storm Water Drainage. These plans have been required since 2011, but have never been completed. The estimated cost JUB Engineers to complete the Water IFFP is $63,000 and will be paid for by water impact fees currently held in reserve (fund balance). The Storm Water IFFP will cost about $75,000. There are not any impact fee reserves to fund this. The inability for the storm water impact fees to fully fund qualifying projects is one of the reasons this study needs to be completed. The City cannot alter the impact fee amount without an IFFP.

8 Lindon City has been awarded a Utah County Recreation grant to reimburse expenditures for emergency exit gates and concession equipment at the pool. The grant of about $6,000 is in the budget, however, the expenditures were not put in the budget. The increase in the Recreation fund increases the amount to be transferred from the General Fund. This transfer is reflected in both the General Fund and the Recreation Fund.

9 Increase the Use of Fund Balance in order to balance fund budgets.

OTHER UPCOMING ITEMS THAT MAY IMPACT THE BUDGET

- Litigation and other claims that have yet to be settled
- Landscape contract will be re-bid in the Spring (expecting an increase)
- Bond refunding will save interest in the long run, but have an issuance cost in the current fiscal year
- IFFP for Sewer and Parks (in future fiscal years)

9. Review & Action — Utah Infrastructure Agency Assessments *(60 minutes)*

On February 27, 2013 the City Council approved Resolution #2013-5-R authorizing payment of monthly operations assessment loans to the Utah Infrastructure Agency (UIA) in order to eliminate such expenses from being funded by UIA bond proceeds. The loans are to be repaid to Lindon with interest. Per the Council's direction, progress reports have been presented at least quarterly and reviewed prior to authorizing payment of additional assessments. On April 1, 2014 the Council authorized payment of the assessment loans from January through June of the 2013-14 fiscal year. On July 15, 2014 the Council chose not to pay the assessment for the third quarter of 2014 (July-September). The Council will review UIA/UTOPIA performance reports and give staff direction in regards to whether payment of assessments for the months of October, November, and December 2014 in the amount of $7,223.00 per month should be approved. Past invoice amounts have been paid monthly and not in advance. The estimated monthly assessments have been budgeted for the 2014-15 fiscal year.

The most current progress reports from UTOPIA / UIA are attached. UIA continues to show gradual improvement in revenues and has deployed a significant amount of infrastructure in Lindon in the late spring of this year. Additional installations in new subdivisions are possible. The decisions to deploy new infrastructure in Lindon are made by UTOPIA staff based on best possible return on investment.

Given the uncertainty of various outside proposals to take over UTOPIA there is definite trepidation in regards to the future of UTOPIA and its struggling financial situation. Participation by the member cities in OpEx is critical to sustain the current, limited network operations. During UTOPIA Board budget discussions in June budgetary constraints were imposed with a limited operating budget approved. The Board extensively discussed areas to cut and reduce costs. While UIA appears to be making progress in accordance with its projected Sweet-Spot Plan proposed in early 2013, it will continue to need OpEx assistance. The Sweet-Spot Plan anticipated a 5-year period of needing OpEx, with a decreasing amount anticipated each quarter. As is, Staff believes UTOPIA's budgetary constraints are significant and will be crippling without continued financial assistance from the majority of member cities. Additional litigation costs form further financial hardships that are one-time obligations which the organization is handling.

In addition to financial constraints, failure to participate in OpEx appears to be a significant obstacle for good teamwork between member cities and the organization as a whole. Having been on both sides of the table in regards to being a paying vs. non-paying OpEx city, it is Staff's opinion that non-participating cities appear to have less credibility with the UTOPIA Board in general and also appear to have less influence regarding critical matters of importance with the organization.

Most member cities have committed to pay OpEx assessments at the current time. As far as staff is aware, Lindon and Payson are the only member cities not currently paying OpEx assessments.

Sample Motion: I move to (approve, deny) the UIA Operations Assessment payments for the months of October, November, and December 2014 as presented.

Finance Committee Report (Unaudited)
UIA
July 2014 (8.33 of Budget)

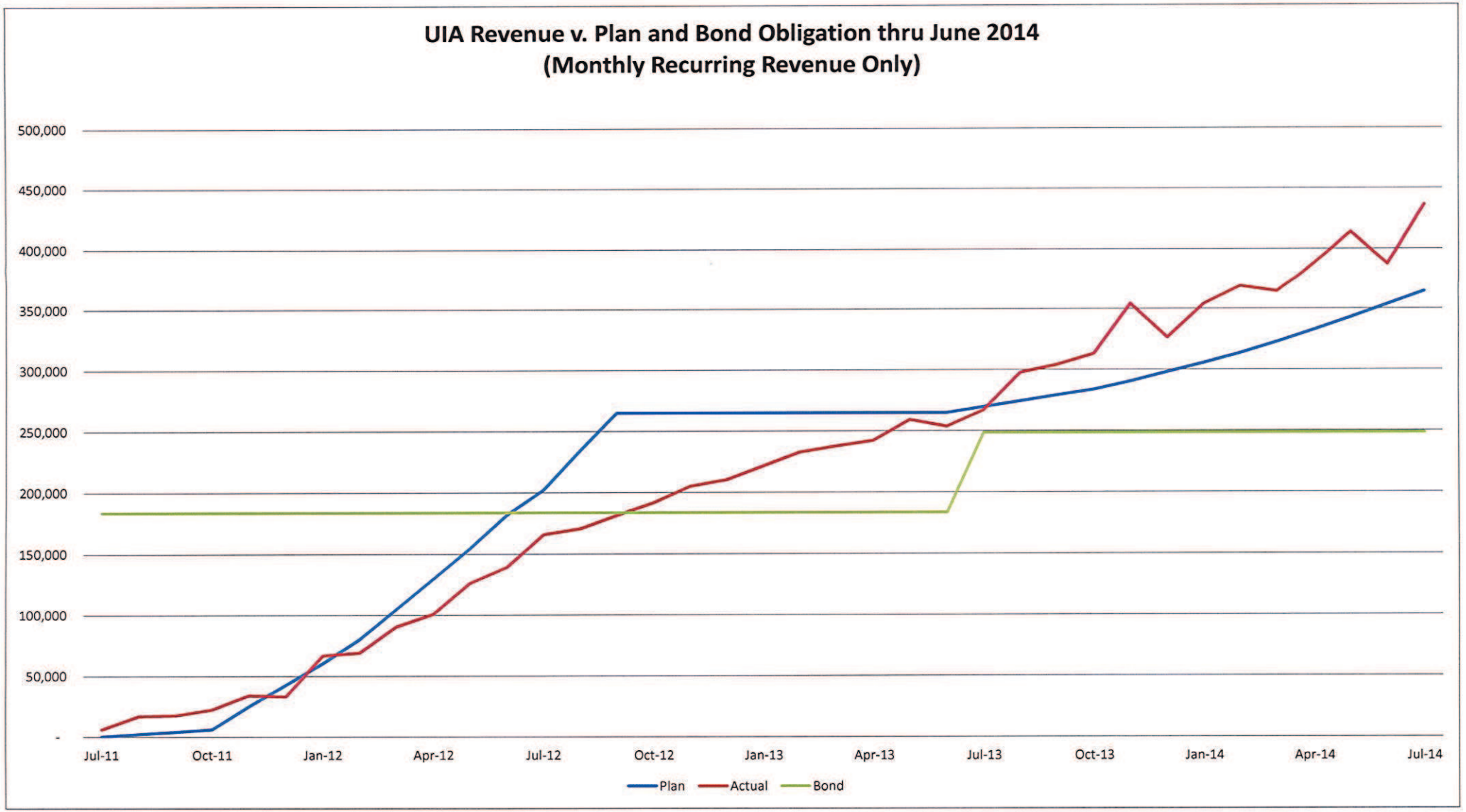
	Current Month	Year to Date	FY15 Budget	% of Budget	Prior Year YTD	% of Budget
Revenue						
Recurring	$ 436,308	$ 436,308	$ 5,265,000	8.29%	$ 266,819	7.95%
Install	14,914	14,914	-		71,750	
Interest Income	1,793	1,793	6,000	29.88%	623	2.49%
Other Income	-	-	-		-	
Total Revenue	$ 453,014	$ 453,014	$ 5,271,000	8.59%	$ 339,192	10.03%
Operating Expenses						
Administrative Expense	$ 2,395	$ 2,395	$ 96,000	2.49%	$ 9,740	2.20%
Professional Services	1,869	1,869	21,000	8.90%	1,750	7.61%
Network Management	28,080	28,080	407,000	6.90%	25,000	6.56%
Misc. Expense	-	-			-	
Total Operating Expenses	32,343	32,343	524,000	6.17%	36,489	4.31%
Debt Payments						
IRU Capital Lease Interest	10,000	10,000	96,000	10.42%	39,513	9.47%
Interest Expense	164,466	164,466	1,956,604	8.41%	143,693	7.41%
Principal (1)			980,000	0.00%		0.00%
Total Bond Payments	174,466	174,466	3,032,604	5.75%	183,206	6.03%
Total Expenditures	$ 206,810	$ 206,810	$ 3,556,604	5.81%	$ 219,695	5.65%
Use/Contribution to Fund Balance (Revenues Over/Under Expenditures)	246,204	246,204	1,714,396		119,497	

(1) Annual Principal payment made each October

Note: Total Expenditures does not include depreciation or amortized bond costs (which are not-cash items)

UIA
Actual vs Budget

	Jul-14			
	Actual	Budget	Variance	Prior Year
Revenue				
Recurring	436,308	400,000	36,308	266,819
Install	14,914		14,914	71,750
Total Revenue	451,221	400,000	51,221	338,569
Administrative Expense				
Wages / Benefits		-	-	
Advertising		5,000	5,000	7,897
Dues / Memberships		-	-	
Supplies		-	-	
Licenses		-	-	
Training / Seminars		-	-	
Travel		-	-	
Meeting Expense		-	-	
Bank Service Charges	2,395	3,000	605	1,843
Telecom Expense		-	-	
Computer Expense		-	-	
Bad Debt Expense		-	-	
Insurance		-	-	
Equipment		-	-	
Vehicle Expense		-	-	
Occupancy		-	-	
Utilities		-	-	
Less Install costs to be cap'd		-	-	
Admin Expenses	2,395	8,000	5,605	9,740
Professional Services				
Accounting		-	-	
Payroll / HR		-	-	
Public Relations		-	-	
City Admin Fee	1,869	1,750	(119)	1,750
Legal		-	-	
Lobbyists		-	-	
Consulting		-	-	
Contract Labor		-	-	
Professional Services	1,869	1,750	(119)	1,750
Total Agency Expense	4,264	9,750	5,486	11,490
Network Management				
Asset Management		-	-	
Operations	23,675	25,000	1,325	19,340
Field Maintenance	4,054	6,000	1,946	4,054
Provisioning	351	1,000	649	1,606
Colocation Fees		-	-	
Interconnect Fees		-	-	
Easements		-	-	
Subscriber Connections		-	-	
Network Management	28,080	32,000	3,920	25,000
Total Operating Expenses	32,343	41,750	9,407	36,489
Operating Profit (Loss)	418,878	358,250	60,628	302,080
Other Income / Expense				
Depreciation		250,000	250,000	157,610
Misc Expense		-	-	
Interest Income	(1,793)	(500)	1,293	(623)
Other Income		-	-	
Interest Expense	172,416	171,000	(1,416)	182,143
Amort Bond Issue Costs		-	-	4,498
Total Other Income / Expense	170,623	420,500	249,877	343,629
Net Income	248,255	(62,250)	310,505	(41,549)


UIA Revenue v. Plan and Bond Obligation thru June 2014
(Monthly Recurring Revenue Only)
500,000
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
-
Jul-11
Oct-11
Jan-12
Apr-12
Jul-12
Oct-12
Jan-13
Apr-13
Jul-13
Oct-13
Jan-14
Apr-14
Jul-14
Plan
Actual
Bond

Network Build Out Overview- August 2014

Grand Total	11643	45468	26878	87821	160167	25.6%	28.4%	16.8%	54.8%
City Parcels	Active Services	GREEN Parcels	YELLOW Parcels	RED Parcels	Parcel Total	Marketable Take Rate (Active / Green)	% of City That Can Connect	% of City That Can Connect With Additional Construction	% of City That Has No Mainline
BRIGHAM CITY	1268	4251	2191	382	6824	29.8%	62%	32%	6%
CENTERVILLE	1213	4474	1022	14	5510	27.1%	81%	19%	0%
LAYTON	507	2465	3162	19059	24686	20.6%	10%	13%	77%
LINDON	1190	2725	481	502	3708	43.7%	73%	13%	14%
MIDVALE	556	3169	4836	6500	14505	17.5%	22%	33%	45%
MURRAY	2117	8634	6284	7150	22068	24.5%	39%	28%	32%
OREM	3065	10604	3910	16102	30616	28.9%	35%	13%	53%
PAYSON	530	2236	331	3489	6056	23.7%	37%	5%	58%
PERRY	2	3	3	1621	1627	66.7%	0%	0%	100%
TREMONTON	287	2286	547	344	3177	12.6%	72%	17%	11%
WEST VALLEY CITY	635	4621	4111	32658	41390	13.7%	11%	10%	79%
OTHER	273								

Terms	
Active Services	The # of service orders placed on parcels
GREEN Parcels	Parcels that could connect if inquired for sevices
YELLOW Parcels	Parcels that could connect with additional drop level construction, engineering, cabinet electronics etc.
RED Parcels	Parcels that can NOT connect due to lack of local drop, mainline backbone fiber, and cabinet electronics

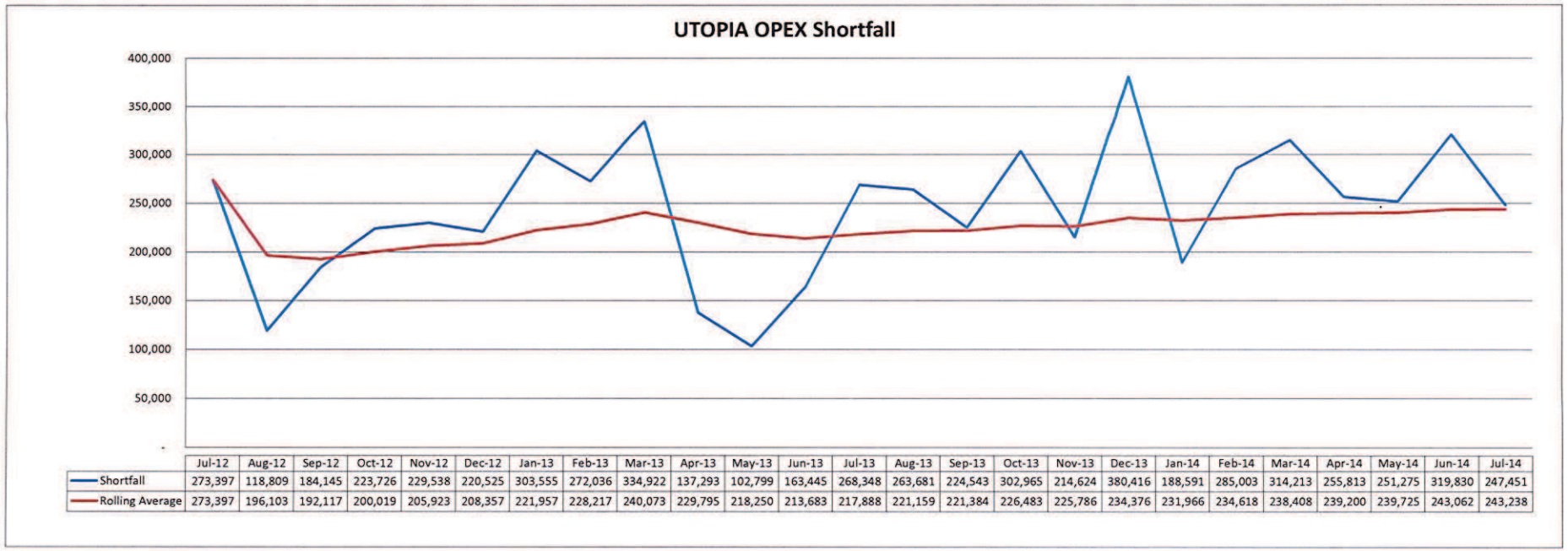
Finance Committee Report (Unaudited)
UTOPIA
July 2014 (8.33 of Budget)

	Current Month	Year to Date	FY15 Budget	% of Budget	Prior Year YTD	% of Budget
Revenue						
Recurring	$ 363,027	$ 363,027	$ 3,960,000	9.17%	$ 371,324	7.90%
Install	2,745	2,745	-		1,050	
UIA IRU	86,663	86,663	1,062,000	8.16%	79,583	7.89%
Interest Income	18	18	-		19	#DIV/0!
Other Income	-	-	-	#DIV/0!	456,198	76.03%
Total Revenue	$ 452,453	$ 452,453	$ 5,022,000	9.01%	$ 908,173	14.39%
Operating Expenses						
Administrative Expense	$ 371,311	$ 371,311	$ 4,607,985	8.06%	$ 431,921	8.82%
Professional Services	162,283	162,283	1,250,000	12.98%	89,889	4.89%
Network Management	166,294	166,294	2,179,160	7.63%	198,494	9.17%
Misc. Expense	-	-	-		-	
Total Operating Expenses	699,887	699,887	8,037,145	8.71%	720,305	8.09%
Bond Payments						
Interest Expense	1,112,783	1,112,783	13,377,000	8.32%	1,091,388	8.26%
Principal		-	167,143	0.00%		0.00%
Total Bond Payments	1,112,783	1,112,783	13,544,143	8.22%	1,091,388	8.24%
Total Expenditures	$ 1,812,669	$ 1,812,669	$ 21,581,288	8.40%	$ 1,811,693	8.18%
Use/Contribution to Fund Balance (Revenues Over/Under Expenditures)	(1,360,216)	(1,360,216)	(16,559,288)		(903,519)	

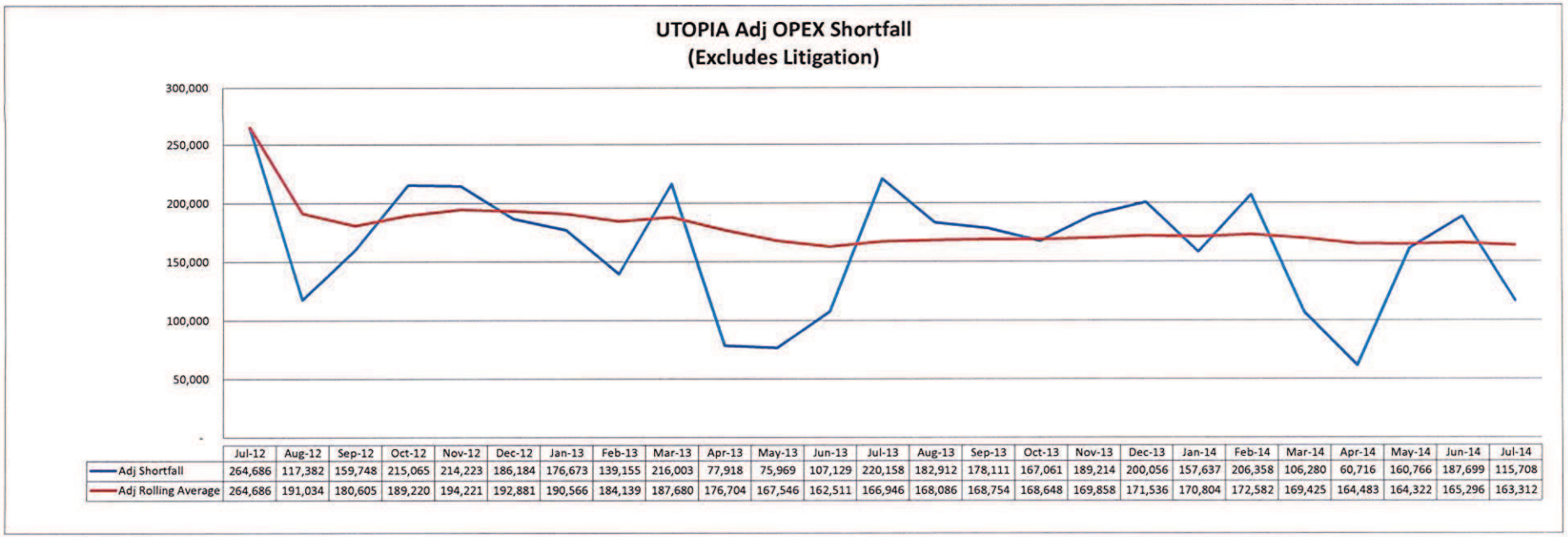
Note: Total Expenditures does not include depreciation or amortized bond costs (which are not-cash items)

UTOPIA
Actual vs Budget

	Jul-14			
	Actual	Budget	Variance	Prior Year
Revenue				
Recurring	363,027	330,000	33,027	371,324
Install	2,745		2,745	1,050
UIA IRU	86,663	86,583	80	79,583
Total Revenue	452,435	416,583	35,852	451,957
Administrative Expense				
Wages / Benefits	316,168	305,614	(10,554)	376,040
Advertising	1,313	1,500	187	1,300
Dues / Memberships	25	-	(25)	25
Supplies	492	830	339	696
Licenses		-	-	-
Training / Seminars		1,212	1,212	-
Travel	221	1,450	1,229	585
Meeting Expense	232	825	594	780
Bank Service Charges	56	500	444	815
Telecom Expense	4,341	7,110	2,769	5,939
Computer Expense	7,305	5,000	(2,305)	2,023
Bad Debt Expense		-	-	-
Insurance	16,164	16,000	(164)	16,291
Equipment	1,942	1,583	(359)	862
Vehicle Expense	4,831	6,500	1,669	8,425
Occupancy	13,365	13,565	200	14,072
Utilities	4,856	5,000	144	4,070
Less Install costs to be cap'd		-	-	
Admin Expenses	371,311	366,689	(4,622)	431,921
Professional Services				
Accounting	3,000	3,000	-	3,000
Payroll / HR	878	1,250	372	955
Public Relations		-	-	-
I/T Support		-	-	-
Legal	143,245	82,750	(60,495)	79,302
Lobbyists	12,250	13,083	833	14,000
Consulting		-	-	-
Contract Labor	2,910	3,900	990	(7,368)
Professional Services	162,283	103,983	(58,299)	89,889
Total Agency Expense	533,593	470,672	(62,921)	521,811
Network Management				
Asset Management		-	-	
Head End	28,754	33,333	4,579	31,097
Field Maintenance	69,723	70,000	277	90,524
Electronic Maintenance	13,595	13,250	(345)	13,490
Colocation Fees	33,019	38,030	5,011	38,025
Interconnect Fees	11,927	14,150	2,223	14,199
Easements	9,276	12,000	2,724	11,159
Network Management	166,294	180,763	14,469	198,494
Total Operating Expenses	699,887	651,435	(48,452)	720,305
Operating Profit (Loss)	(247,451)	(234,852)	(12,600)	(268,348)
Other Income / Expense				
Depreciation		550,000	550,000	389,196
Misc Expense		-	-	-
Interest Income	(18)	-	18	(19)
Other Income		-	-	(456,198)
Interest Expense	1,112,783	1,113,000	217	1,091,388
Amort Bond Issue Costs	6,315	6,315	-	9,161
Total Other Income / Expense	1,119,080	1,669,315	550,235	1,033,528
Net Income	(1,366,531)	(1,904,167)	537,636	(1,301,876)



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Shortfall	273,397	118,809	184,145	223,726	229,538	220,525	303,555	272,036	334,922	137,293	102,799	163,445	268,348	263,681	224,543	302,965	214,624	380,416	188,591	285,003	314,213	255,813	251,275	319,830	247,451
Rolling Average	273,397	196,103	192,117	200,019	205,923	208,357	221,957	228,217	240,073	229,795	218,250	213,683	217,888	221,159	221,384	226,483	225,786	234,376	231,966	234,618	238,408	239,200	239,725	243,062	243,238



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Adj Shortfall	264,686	117,382	159,748	215,065	214,223	186,184	176,673	139,155	216,003	77,918	75,969	107,129	220,158	182,912	178,111	167,061	189,214	200,056	157,637	206,358	106,280	60,716	160,766	187,699	115,708
Adj Rolling Average	264,686	191,034	180,605	189,220	194,221	192,881	190,566	184,139	187,680	176,704	167,546	162,511	166,946	168,086	168,754	168,648	169,858	171,536	170,804	172,582	169,425	164,483	164,322	165,296	163,312

UTOPIA
Actual vs Budget

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Revenue																			
Recurring	397,780	402,071	387,035	406,820	417,468	309,913	371,324	369,874	356,789	363,949	361,200	374,012	340,476	359,591	346,726	353,051	348,798	321,053	363,027
Install	-	-	72,650	1,050	350	300	1,050	1,400	-	(250)	(225)	43,400	1,400	5,200	-	200	7,000	100	2,745
UIA IRU	76,131	76,461	76,732	77,669	77,758	78,204	79,583	79,321	79,965	80,871	80,707	81,018	81,853	81,590	82,495	82,720	82,710	83,663	86,663
Total Revenue	473,911	478,532	536,417	485,539	495,576	388,417	451,957	450,595	436,754	444,570	441,682	498,430	423,729	446,381	429,221	435,971	438,508	404,816	452,435
Administrative Expense																			
Wages / Benefits	357,071	362,381	542,567	327,335	351,206	273,770	376,040	339,568	338,832	308,629	344,848	330,086	334,876	426,938	338,016	280,744	346,322	285,798	316,168
Advertising	1,300	1,200	-	1,300	2,600	1,300	1,300	(200)	1,300	2,560	1,300	45,800	1,300	1,300	-	2,843	1,313	1,326	1,313
Dues / Memberships	62	35	35	25	25	25	25	25	25	25	455	25	25	-	50	25	235	25	25
Supplies	512	562	507	288	652	580	696	707	672	1,258	815	574	903	523	625	121	643	476	492
Licenses	-	-	-	-	-	-	-	-	422	-	-	-	115	-	-	-	-	-	-
Training / Seminars	-	-	-	250	-	-	-	625	50	-	195	334	-	-	-	-	-	-	-
Travel	778	272	472	1,729	5,482	6,877	585	7,024	14,378	3,259	10,583	288	70	577	111	1,053	191	370	221
Meeting Expense	520	196	672	1,536	206	194	780	1,747	1,239	410	761	2,069	503	413	374	428	411	288	232
Bank Service Charges	787	859	824	785	886	826	815	828	801	824	848	163	128	105	113	200	118	147	56
Telecom Expense	13,401	7,973	3,169	5,028	4,352	4,951	5,939	2,330	3,786	9,868	3,451	22,899	3,561	8,082	6,198	6,167	5,505	6,105	4,341
Computer Expense	6,864	6,294	4,049	5,598	2,472	-	2,023	4,231	2,521	6,211	6,363	2,667	5,352	8,208	4,016	4,544	3,032	2,958	7,305
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	21,921	15,602	21,127	24,952	8,417	9,655	16,291	16,291	16,291	16,291	15,263	16,164	16,164	16,164	13,484	16,164	20,164	16,164	16,164
Equipment	1,148	873	1,746	1,356	1,672	556	862	3,724	4,078	5,197	229	5,484	1,295	733	1,266	754	1,613	2,333	1,942
Vehicle Expense	(5,027)	3,102	4,177	6,261	4,177	5,633	8,425	7,796	4,148	4,851	4,575	6,613	8,117	5,005	4,083	10,265	6,686	6,133	4,831
Occupancy	13,871	13,899	14,632	13,899	14,659	14,994	14,072	13,899	13,899	13,899	13,899	13,899	13,365	13,831	13,365	13,365	13,365	13,365	13,365
Utilities	5,868	4,165	3,876	3,482	3,759	6,180	4,070	5,718	5,307	4,469	6,389	4,479	4,671	5,459	3,570	4,075	3,103	5,203	4,856
Less Install costs to be cap'd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Admin Expenses	419,076	417,412	597,852	393,824	400,566	325,541	431,921	404,314	407,747	377,749	409,975	451,543	390,445	487,337	385,271	340,747	402,703	340,692	371,311
Professional Services																			
Accounting	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Payroll / HR	712	2,142	814	489	846	1,171	955	1,532	1,648	806	1,498	1,028	712	1,136	1,001	1,161	2,454	1,835	878
Public Relations	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
I/T Support	-	-	(9,960)	-	-	-	-	-	-	-	(350)	-	-	-	(1,050)	(113)	(1,163)	-	-
Legal	137,883	143,881	129,920	70,375	37,830	67,317	79,302	93,419	57,247	158,558	35,845	232,395	46,900	89,351	218,640	216,041	101,215	149,136	143,245
Lobbyists	14,500	21,000	28,772	17,000	18,000	3,250	14,000	13,750	13,500	13,000	13,750	10,000	11,000	17,000	16,125	10,125	10,125	21,125	12,250
Consulting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	3,742	1,000	2,810	2,168	4,830	500	(7,368)	9,415	10,214	12,119	10,556	11,680	12,123	12,530	7,303	8,008	8,495	7,795	2,910
Professional Services	164,837	176,023	155,356	93,031	64,506	75,238	89,889	121,117	85,609	187,484	64,299	258,103	73,735	123,018	245,018	238,222	124,126	182,891	162,283
Total Agency Expense	583,914	593,435	753,208	486,855	465,072	400,778	521,811	525,431	493,356	565,233	474,274	709,646	464,181	610,355	630,289	578,969	526,830	523,583	533,593
Network Management																			
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Head End	34,253	34,782	36,593	29,397	25,995	16,423	31,097	34,538	29,549	31,353	32,477	44,450	29,680	35,435	28,431	28,585	28,450	28,866	28,754
Field Maintenance	59,371	48,426	38,215	47,490	40,613	112,170	90,524	78,791	63,080	80,943	70,752	60,115	52,696	24,211	28,010	41,892	68,577	130,051	69,723
Electronic Maintenance	9,753	13,600	(1,570)	4,493	3,708	10,000	13,490	14,716	13,235	11,495	13,491	10,775	3,391	3,371	3,371	4,452	9,719	3,621	13,595
Colocation Fees	49,994	38,011	30,683	25,231	33,597	12,491	38,025	38,025	23,025	32,167	34,767	34,092	33,642	32,422	30,406	38,099	33,442	33,976	33,019
Interconnect Fees	13,978	13,906	(545)	14,205	14,229	-	14,199	13,649	16,908	15,948	14,448	9,648	10,355	13,072	10,597	6,518	12,497	1,282	11,927
Easements	26,204	10,407	14,754	15,161	15,161	-	11,159	9,125	22,142	10,397	16,097	10,120	18,376	12,518	12,331	(6,732)	10,268	3,268	9,276
Network Management	193,553	157,132	118,131	135,977	133,303	151,084	198,494	188,845	167,940	182,302	182,032	169,200	148,140	121,029	113,145	112,815	162,953	201,064	166,294
Total Operating Expenses	777,466	750,567	871,339	622,832	598,375	551,863	720,305	714,276	661,296	747,535	656,306	878,846	612,320	731,384	743,434	691,784	689,783	724,647	699,887
Operating Profit (Loss)	(303,555)	(272,036)	(334,922)	(137,293)	(102,799)	(163,445)	(268,348)	(263,681)	(224,543)	(302,965)	(214,624)	(380,416)	(188,591)	(285,003)	(314,213)	(255,813)	(251,275)	(319,830)	(247,451)
Other Income / Expense																			
Depreciation	377,186	377,186	376,745	376,745	376,745	1,576,000	389,196	376,621	401,373	388,692	388,692	387,963	387,963	387,963	387,878	387,742	388,518	-	-
Misc Expense	-	(250)	-	-	-	-	-	-	-	-	-	-	-	-	(8,000)	(550)	-	-	-
Interest Income	-	(19)	(38)	(19)	(19)	(19)	(19)	(19)	(19)	(19)	(18)	(37)	(18)	(18)	(18)	(18)	(18)	(6,132)	(18)
Other Income	(777,695)	(576,245)	(433,167)	(649,621)	(949,393)	(404,693)	(456,198)	(271,980)	(51,619)	(551,261)	(278,858)	(266)	-	(1,197)	-	-	-	-	-
Interest Expense	1,070,413	1,070,413	1,073,831	1,070,413	1,070,413	1,070,413	1,091,388	1,091,388	1,091,388	1,091,388	1,084,361	1,085,411	1,091,388	1,094,738	1,091,388	1,091,388	1,078,353	1,359,610	1,112,783
Amort Bond Issue Costs	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	(25,380)	6,315
Total Other Income / Expense	679,065	880,247	1,026,533	806,679	506,907	2,250,863	1,033,528	1,205,172	1,450,285	937,962	1,203,337	1,482,232	1,488,494	1,490,647	1,480,409	1,487,723	1,476,014	1,328,098	1,119,080
Net Income	(982,620)	(1,152,283)	(1,361,455)	(943,972)	(609,706)	(2,414,308)	(1,301,876)	(1,468,853)	(1,674,828)	(1,240,927)	(1,417,961)	(1,862,649)	(1,677,085)	(1,775,650)	(1,794,621)	(1,743,536)	(1,727,289)	(1,647,929)	(1,366,531)
Operating Profit (Loss)	(303,555)	(272,036)	(334,922)	(137,293)	(102,799)	(163,445)	(268,348)	(263,681)	(224,543)	(302,965)	(214,624)	(380,416)	(188,591)	(285,003)	(314,213)	(255,813)	(251,275)	(319,830)	(247,451)
Adjustments																			
Legal	126,883	132,881	118,920	59,375	26,830	56,317	48,190	80,770	46,432	135,905	25,409	180,361	30,954	78,645	207,933	195,097	90,508	132,132	131,743
Oper Profit (Loss) adj for Litigation	(176,673)	(139,155)	(216,003)	(77,918)	(75,969)	(107,129)	(220,158)	(182,912)	(178,111)	(167,061)	(189,214)	(200,056)	(157,637)	(206,358)	(106,280)	(60,716)	(160,766)	(187,699)	(115,708)

10. Council Reports: *(20 minutes)*

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

II. Administrator's Report: *(15 minutes)*

Misc Updates:

- October City newsletter: http://siterepository.s3.amazonaws.com/442/october14final.pdf
- Land Use Project Tracking List – see attached.
- Legislative report from State elected reps (October 21st Council meeting work session at 6:00pm)
- Run for the Trees – Arbor Day event report
- Bike / Ped study – open house report
- Group home status update
- Ivory Homes development – status update
- New Business license report
- Center Street lift station design – progress report
- New staff hired: Water Technician, Management Intern
- Bond refunding (refinancing for lower interest rate)
- 60 North cell tower – lease extension request from AT&T
- Schedule Wadley Farms tour date?
- Misc. Items:

Upcoming Meetings & Events:

- Newsletter Assignment: **Van Broderick** - November newsletter article. *Due by last week in October.*
- Oct 14th @ Noon – Engineering Coordination at Public Works. **Mayor, Van, and Matt**
- Oct 21st @ 6:00pm – work session with State Legislators
- Oct 22nd @ 4:30pm to 7:00pm. MAG Transportation & Planning Open House, Orem Senior Center.
- Nov 18th – 6:00pm work session. Annual Dept reviews w/Public Works and Parks Dept.
- Nov 27th – Community Thanksgiving Dinner at Community Center

Future items:

- Employee Policy Manual updates
- Performance evaluations, compensation, and benefit studies
- Impact Fee studies
- Economic Development plan / policies

Adjourn

As of September 11, 2014

PROJECT TRACKING LIST

APPLICATION NAME	APPLICATION DATE	APPLICANT INFORMATION	PLANNING COMM. DATE	CITY COUNCIL DATE
Ordinance changes: LCC 17.38 'Bonds for Completion of Improvements to Real Property'	January 2014	City Initiated	Mar. 11	TBD
City initiated ordinance changes needed to bring code into compliance with current practices and State laws.				
Zone Change: Old Town Square	Feb 1, 2012	Scott Larsen	Feb. 14, continued	Pending
Request for approval of a zone change for two parcels located at 873 West Center Street from R1-20 (Residential Low) to LI (Light Industrial).				
Property Line Adjustment: LBA Rentals	Mar 12, 2012	Lois Bown-Atheling	N/A	N/A
Request for approval of a property line adjustment to clean up existing parcels lines for five parcels in the CG zone at 162 & 140 South Main Street. This project is in conjunction with the Castle Park project.				
Ordinance changes: LCC 17.32, 17.58, 17.66.020 'Subdivisions'	Nov. 2012	City Initiated	Nov. 13, Dec. 11, Jan. 8, Jan. 22	TBD
City initiated ordinance changes needed to bring code into compliance with current practices and State laws.				
Site Plan: Lindon Senior Apartments	Sept. 2013	Matt Gneiting	TBD	TBD
Request for site plan approval for senior housing apartments on State & Main				
Amended Site Plan: Wasatch Ornamental Iron	June 2014	Melvin Radmall	N/A	N/A
Request for staff approval of a 16x18 machine cover in the LI zone located at 310 North Geneva Road.				

NOTE: *This Project Tracking List is for reference purposes only. All application review dates are subject to change.*

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

Stableridge Plat D	Tim Clyde – R2 Project	Old Station Square Lots 11 & 12
AM Bank – Site Plan	Joyner Business Park, Lot 9 Site Plan	Olsen Industrial Park Sub, Plat A (Sunroc)
Lindon Gateway II	Freeway Business Park II	Lindon Harbor Industrial Park II
West Meadows Industrial Sub (Williamson Subdivision Plat A)	Keetch Estates Plat A	Highlands @ Bald Mountain Phased Sub
Craig Olsen Site Plan	Valdez Painting Site Plan	Eastlake @ Geneva North Sub.
LCD Business Center	Avalon Senior Living Site Plan	Lakeside Business Park Plat A
Long Orchard Subdivision	Sonic Plastics Site Plan	Green Valley Subdivision
Interstate Gratings Site Plan	Noah's Life Site Plan	Noah's Life Subdivision
Bishop Corner Plat B		

Board of Adjustment

Applicant	Application Date	Meeting Date

Annual Reviews

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

Grant Applications

Pending	Awarded
Bikes Belong *- Trail construction grant. Requested amount: $10,000* o *Status: NOT SELECTED FOR 2010. WILL RE-APPLY IN 2014.* ***Land and Water*** *– Trail construction grant. Requested amount: $200,000* o *Status: NOT SELECTED. RE-APPLY IN 2014.* ***Hazard Mitigation Grant / MAG Disaster Relief Funds-*** *(pipe main ditch)* ***FEMA Hazard Mitigation Grant*** *– (pipe Main Ditch)*	***MAG Bicycle Master Plan Study*** *Awarded funds to hire consultant to develop bicycle master plan to increase safety and ridership throughout the city.* ***Utah Heritage Foundation*** — Lindon Senior Center Awarded 2013 Heritage Award in the Category of Adaptive Use Project. ***CDBG 2013 Grant*** *– Senior Center Van ($50,000). Funds dispersed July 2013* ***EDCUtah 2014 —*** Awarded matching grant to attend ICSC Intermountain States Idea Exchange 2014. ***CDBG 2014 Grant*** *– Senior Center Computer Lab ($19,000)*

Planning Dept - Projects and Committees

On-going activities (2014 yearly totals)	Misc. projects	UDOT / MAG projects	Committees
Building permits Issued: 144 *New residential units: 30*	*2010-15 General Plan implementation (zoning, Ag land inventory, etc.)*	*700 North CDA*	*Utah Lake Commission Technical Committee: Bi-Monthly*
New business licenses:58	*Lindon Hollow Creek-Corps of Eng., ditch relocation*	*Lindon Bicycle Master Plan*	*MAG Technical Advisory Committee: Monthly*
Land Use Applications: 37	*Lindon Heritage Trail Phase 3*		*Lindon Historic Preservation Commission: Bimonthly*
Drug-free zone maps: 15	*Gateway RDA improvements*		*North Utah County Transit Study Committee Monthly*