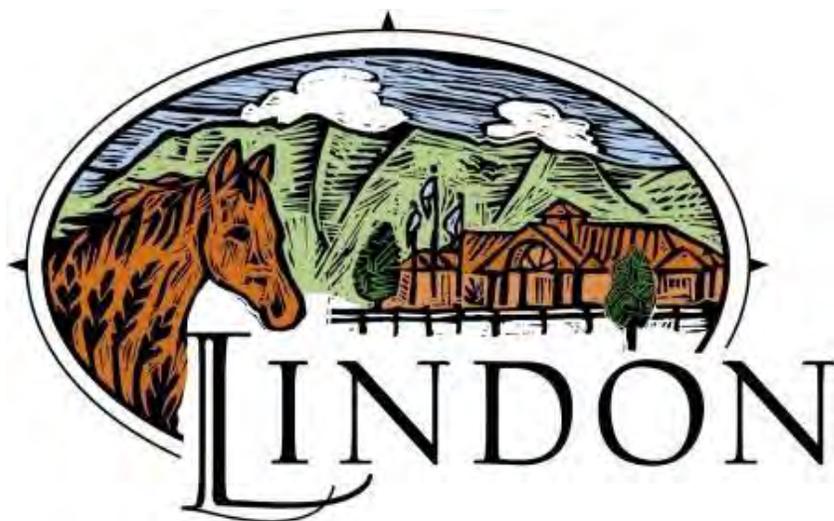
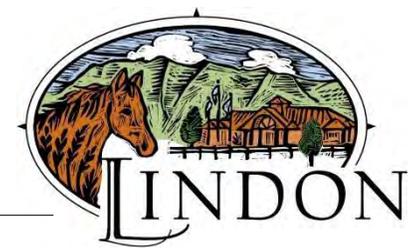


Lindon City Council Staff Report



Prepared by Lindon City
Administration

October 21, 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 21, 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 Council will meet with State Legislators including Senator Dayton, Rep. Stratton, and Rep. Peterson to discuss matters of common interest. No motions will be made.

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

Pledge of Allegiance: By Invitation
Invocation: Carolyn Lundberg

(Review times are estimates only)

- 1. Call to Order / Roll Call** *(5 minutes)*
- 2. Presentations and Announcements** *(10 minutes)*
 - a) Comments / Announcements from Mayor and Council members.
- 3. Approval of minutes from October 7, 2014** *(5 minutes)*
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*

- 6. Discussion Item — Overview of Economic Development & Business Friendly Practices** *(30 minutes)*
Lindon City Planning & Economic Development Director, Hugh Van Wagenen, will give an overview of past and present business friendly practices and economic development efforts that Lindon has made. Mr. Van Wagenen will discuss how the City is working to improve upon its processes and image in order to attract, grow, and retain businesses within the city.

- 7. Review & Action — PARC Mini Grant Funding Recommendations** *(20 minutes)*
The City Council allocated a portion of PARC (Parks, Arts, Recreation, and Culture) tax funds to be set aside for funding of mini grants for non-profit cultural arts organizations with a heavy presence in Lindon. After advertising the grant opportunity the City received only one application. Staff recommends the Council approve the grant application for the Lindon Chamber Music Society in the amount of \$4,720.00 for the 2014 funding cycle.

- 8. Discussion Item — Community Center Rental Rates for Commercial Uses** *(20 minutes)*
At the request of the Mayor and Council the Parks & Recreation Director, Heath Bateman, has prepared two options for consideration to allow commercial activities in the Community Center and is seeking direction on how to proceed. No official motions will be made.

- 9. Review & Action — Everbridge Emergency Notification Contract** *(10 minutes)*
The Council will review and consider a proposed contract between Lindon City and Everbridge, Inc. to provide emergency phone notifications for all residents and businesses. The previous emergency phone notification system provided through Utah County is no longer available. Everbridge serves agencies nationwide and several local jurisdictions have recently contracted with Everbridge, including Orem. The \$5,000 annual cost was included as part of the 2014-15 budget.

- 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

I I. Administrator's Report

(20 minutes)

Adjourn

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

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

Posted By: Kathy Moosman
Time: ~4:00 p.m.

Date: October 16, 2014
Place: Lindon City Center, Lindon Police Dept, Lindon Community Center

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

Lindon City Council will meet with State Legislators including Senator Dayton, Rep. Stratton, and Rep. Peterson to discuss matters of common interest. No motions will be made.

See attached memo of potential discussion topics.



Memo

Date: Oct. 13, 2014

To: Mayor & City Council

From: Adam Cowie, City Administrator

Subject: Legislator Work Session with City Council - Discussion Topics

The following is a list of items that you've mentioned as possible discussion topics with our State Legislators in your meeting with them next Tuesday, Oct. 21st. I will forward them a copy of this memo.

- **Road Funding.** Possible ideas for increased funding of roads & highways through Lindon:
 - Increase statewide sales tax % provided that increased funds come back to cities based on road miles maintained and/or current point-of-sale formulas.
 - Create legislation specifically allowing cities to impose a transportation or road fee on utility bills (like Provo). Lindon would like to see legislation that allows *and protects* cities rights to impose such a fee to supplement local transportation/road funds.
 - Draft legislation allowing cities to impose their own increase to sales taxes for specific use of road funding. Could be a minor increase that requires a voter opinion like the ZAP tax.
 - Increase state gas tax.
 - Increase vehicle registration fees.
 - Reprioritize state budget to place more emphasis on funding of local B&C class roadways.
- **Vineyard Connector Prioritization.** We need legislative help! UDOT has purchased a large amount of right-of-way for this future 5-lane State highway running through west Lindon. The alignment significantly impacts future roadways and utility placement. Funding for construction was pulled from the project and UDOT & MAG indicate 20 or 30 years before construction unless the legislature prioritizes funds for the road. Having an approved alignment and right-of-way but no funding to construct the roadway significantly limits property owners and economic development along the corridor. Developers are hesitant to invest money in new projects that will have substantial changes or limitations imposed due to the future roadway. Attached is a map showing the Vineyard Connector alignment (dark blue dotted lines) and the impacts it causes west of the PG/Lindon interchange.
- **Sales Tax Distribution.** Lindon is an exporter of sales tax. The City desires more of this sales tax to be kept within the city with less redistribution to other communities. Many cities have made decisions to not allow significant commercial or industrial growth – but still want shares of sales tax from other communities that bear more of the burden of providing the services through street installation and maintenance, plowing, utilities, public safety, economic development costs, etc.
- **Justice Court Judges Salaries.**
 - Current legislation requires a Justice Court Judge's salary to be paid through the end of the judge's term, even if the Justice Court closes. It adds significant burden to an already difficult budget decision of possibly closing a justice court.
 - Allow annual adjustments to a Justice Court Judge's salary based on case load. Current state law prohibits reduction of a judges' salary regardless of case load. If the case load reduces, the salary has to remain the same. Allow Cities to negotiate annual salary based on caseload and work demand in Justice Courts.

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

Pledge of Allegiance: By Invitation

Invocation: Carolyn Lundberg

Item 1 – Call to Order / Roll Call

October 21, 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 **October 7, 2014.**

(See attached draft minutes)

The Lindon City Council held a regularly scheduled meeting on **Tuesday, October 7, 2014 at 7:00 p.m. beginning with a work session at 6:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

WORK SESSION – 6:00 P.M.

Conducting: Jeff Acerson, Mayor

PRESENT

ABSENT

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

Jacob Hoyt, Councilmember

DISCUSSION ITEM:

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.

Mayor Acerson opened the work session by inviting Phil Brown, Chief Building Official, Hugh Van Wagenen, Planning Director, and Chief of Police, Cody Cullimore forward to discuss their presentations on annual activities associated with their prospective Departments.

Hugh Van Wagenen, Planning Director, opened the discussion by stating that things have been picking up in the planning department and they have had a pretty good year. He then referenced the planning department report (included in the packets) showing that the planning department processed 52 land use applications in 2014 which is an increase from the 45 applications processed in 2013 which indicates the economy is picking up. He noted many of these applications were for site plans, temporary site plans, plat amendments and subdivisions. Mr. Van Wagenen mentioned staffing and noted that Jordan Cullimore has filled the vacant Associate Planner position and is a great asset to the department that helps the department run more pro-active and efficiently. He added that the planning department staff does a great job for the city.

Phil Brown, Chief Building Official, addressed the Council at this time by thanking the Council for their continued support and for all they do for the city. He began by giving a brief summary and stated that the past year has been a good solid year for the building department also. He noted that the economy seems to be improving and they are seeing a lot more activity. Mr. Brown then referenced the report (included in the packets) indicating the activity from the past year, including the number of building permits issued and types of permits issued. Mr. Brown went on to say that he feels, based on what they see and the applications they have received, this year is going to finish as a good strong

2 year for the department, as far as construction and planning. He also feels that this trend
 4 is going to continue, as they have seen a lot of interest in the remaining vacant lots in the
 6 city and also some new developments and industrial projects. He noted the numbers are
 8 not significantly higher in most categories (not a huge jump), but in reality they are
 10 higher because of demand and new development which shows the construction economy
 12 is strong. He added that County and State wide numbers are also up significantly and the
 14 numbers reflect that.

8 Mr. Brown pointed out that Lindon does not do a lot of tract home developments
 10 as they do mostly custom homes, so hundreds of new homes are not seen. He went on to
 12 say that development has been healthy and steady from July to date with more significant
 14 projects coming in terms of dollar amounts not just size, including commercial and
 industrial projects. Mr. Brown then referenced the expenditures and revenues section of
 the report stating revenues took a bigger jump than the number of permits issued because
 the values are higher.

16 Mayor Acerson asked Mr. Brown if this increase has impacted his ability to be
 18 timely and perform his job in the manner that he would like. Mr. Brown confirmed that
 20 the increase has had an impact and the department (building and code enforcement) has
 22 suffered because they are a two (2) man department where they used to be three (3). He
 24 explained that Building Inspector, Gary Hoglund's time has shifted almost 100% to
 26 building duties rather than code enforcement. He noted, as opposed to other cities,
 28 Lindon City is a timed inspection office because their priority is to meet time schedules
 and they pride themselves on being on time and not late as far as inspections go. He
 further explained that they are timely in getting the permits out if the plans are complete,
 which can be the biggest issue. Mr. Brown commented that he feels they are doing very
 well, considering the two man department, but if the economy keeps moving, at some
 point he may need to come to the Council to request another employee to give the service
 that needs to be given to the public. Mr. Brown mentioned they have split code
 enforcement into 3 different areas that involves the zoning and police departments also.

30 Mr. Brown then discussed code enforcement and inquired if the Council feels it is
 32 getting done to their expectation as Mr. Hoglund's time has shifted. Mr. Cowie
 34 mentioned as the Ivory Homes Development begins they may have to fill the vacant
 36 inspector position to keep up with the volume of inspections. Mr. Brown mentioned one
 38 thing that needs to be focused on is continued education and training which suffers as you
 can't sacrifice the time if you are doing the job. Councilmember Broderick asked if the
 code enforcement areas are prioritized. Mr. Brown stated, regarding code enforcement
 issues, the first response is always complaint based which they follow up on first. He
 noted the direction of past Councils has been to not implement the police type of
 enforcement.

40 There was then some general discussion by the Council with Mr. Brown
 42 regarding his report, including code enforcement, accessory apartment updates and also
 44 the statistical and valuation information provided. Mr. Brown stated they have a great
 staff and a good team downstairs and he always appreciates and welcomes any feedback,
 suggestions and direction from the Council to improve upon their department.

46 Chief Cullimore addressed the Council at this time. He complimented the
 building and zoning department for all of their support and help in working with the

Police Department and expressed that they are excellent to work with. Chief Cullimore stated the Police Department has had a rough year with some major incidents that have happened, including the Fred Lee incident, the Bourne incident, the recent suicide case, and the AmBank robbery. Chief Cullimore then gave a summary of his staff stating the Police Department has 15 full time sworn officers (no animal control officer) and two (2) full time civilian positions. He noted they will also be hiring a part time position. There have been 40 applications submitted and they have narrowed it down to 10 highly qualified applicants for the interview process. They also plan on adding responsibility with emergency management to the new hire.

Chief Cullimore then referenced the data (included in the packets) stating that overall total calls are down 1.3% which is very good. Chief Cullimore then reviewed traffic statistics. He mentioned that a little more emphasis was placed on writing more citations and agreed there are times when people deserve a ticket. He has asked his officers to focus more on traffic enforcement to slow down the problem areas. He indicated that the volume of traffic is worse than speeds as there are more cars on the road which brings more problems; citations are up 26.5 percent, which is a strange figure as accidents went up almost 19%. He suspects this is attributed to the volume of cars on the road. Chief Cullimore mentioned that the most dangerous intersection in town is the Walmart intersection with the 700 north and Geneva Road intersection coming in second; where there are a lot of traffic issues.

Chief Cullimore stated that overall the crime rate has decreased 10.5 percent which is great and he noted that Lindon is a great place to live and people feel safe here. He reported that the emergency drill went very well with a good response from the citizens. The neighborhood watch program is also a factor that gets a great response. Chief Cullimore stated the general impression is that the police department is doing a good job here in Lindon. Chief Cullimore noted that the relationship with Orem City is very good. Fire and EMS have exemplary response times and they are proud to be assigned to the Lindon station. He also mentioned that Gary Giles is the new Orem City Chief of Police who will serve well in that capacity.

Chief Cullimore reported they have applied for a grant that will be enough to equip all officers with a body camera that will also store video (a terabyte of storage). They also applied for an "Ad Tec" grant that will be between 4 and 5 thousand dollars for alcohol enforcement equipment.

Chief Cullimore concluded by stating a lot of good things are going on in the department and they are keeping very busy. He noted that he works with good people and he also enjoys working with the elected officials and the city administration. Chief Cullimore added that Lindon has a nice relationship with the City Council and expressed his thanks to the Mayor and Council for their continued support of the Police Department.

Mayor Acerson thanked Mr. Brown, Mr. Van Wagenen and Chief Cullimore for their presentations and expressed his appreciation for their dedicated service to the City. Mayor Acerson called for any further comments or discussion from the Council. Hearing none he adjourned the work session at 6:57 p.m.

REGULAR SESSION – 7:00 P.M.

Conducting: Jeff Acerson, Mayor

Pledge of Allegiance: Andrew Parah, Boy Scout
Invocation: Matt Bean, Councilmember

PRESENT

ABSENT

Jeff Acerson, Mayor
Matt Bean, Councilmember
Randi Powell, Councilmember
Van Broderick, Councilmember
Carolyn Lundberg, Councilmember
Adam Cowie, City Administrator
Jordan Cullimore, Associate Planner
Cody Cullimore, Chief of Police
Kathy Moosman, City Recorder

Jacob Hoyt, Councilmember

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

2. **Presentations/Announcements** –

a) Representatives from the Orem Fire Department were in attendance to present the Council with pink t-shirts to show representation and pride in uniform in recognition of Breast Cancer Awareness month which is such a worthy endeavor. The Orem Fire Department is proud to be wearing pink for the month of October to show to the community that firefighters in pink take great pride in representing the community. Angela Cole, Orem City Engineer, has taken the lead on this issue along with Dan Harris in helping the department to recognize this effort. Ms. Cole stated that they are trying to raise money and to get more involved locally. She noted that after talking with Chief Gurney she suggested wearing pink t-shirts which is getting a lot of positive public response and comments. Ms. Cole stated they are grateful to be here tonight and thanked the Council for their support and the great partnership here in Lindon. Mayor Acerson thanked the Fire Department on behalf of the Council and applauded their good efforts and their partnership with Lindon City.

b) **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 16, 2014 were reviewed.

COUNCILMEMBER LUNDBERG MOVED TO APPROVE THE MINUTES OF THE MEETINGS OF SEPTEMBER 16, 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

2 THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

4 4. **Consent Agenda** – No items.

6 5. **Open Session for Public Comment** – Mayor Acerson called for any public
8 comment not listed as an agenda item. There several residents in attendance who
addressed the Council at this time.

10 **Val Killian: 247 East 140 North, Lindon.**

12 Mr. Killian commented that he sent an email to the Council prior to the last
14 Planning Commission meeting. He stated that he is here tonight to voice a real concern
about the proposed Recovery Center. He noted that he feels there is not a real consensus
16 that this group home can be denied, and as a consequence their group has hired their own
attorney and would request to have more time to have their brief presented because they
believe there is good, justifiable cause that the Council can deny this in this location,
18 even with the way the code is written. Mr. Killian stated they have retained the services
of Justin Hydeman whose contact information was given to the city but apparently he was
20 never contacted. Mr. Killian went on to say they feel strongly that Mr. Hydeman has
good cause and a good reputation and also has good information that is defensible that
22 can get this project denied. Mr. Killian asked the Council when making the decision to
give them 10 or 12 additional days. He understands that the applicant has not fulfilled all
24 of their submittal requirements, including financials that will need to be reviewed and
will take some time.

26 Mayor Acerson asked Mr. Cowie for a timing update. Mr. Cowie stated that the
architectural drawings came in today and will be forwarded to the appropriate people for
28 review and the financial documents were submitted on Monday and also forwarded and
the materials will be under review. Mr. Cowie mentioned item has not gotten to the City
30 Council yet and the Planning Commission is tentatively scheduled to review this next
Tuesday but it may be postponed (if postponed it will be noticed on the city website
32 Monday afternoon). From the looks of these issues the city will need more time to
evaluate the submitted materials with staff, consultants and counsel. He noted that
34 currently, City Attorney, Brian Haws is counsel on this matter along with a secondary
legal counsel, Jody Burnett, who is a well-respected attorney for land use matters and has
36 specifically handled group home cases with those with disabilities and was highly
recommended, including a good recommendation from the city insurance carrier,
38 URMMA.

40 Mr. Killian mentioned that he was told this project could not be stopped and the
only thing that they may be able to do is mitigate the density. Mr. Cowie advised Mayor
Acerson that this should be a discussion to have with Mr. Killian privately at a later time.
42 Mr. Killian stated the citizens and neighbors in the area and whole city of Lindon need to
stand firm with respect to what will be allowed in the community. He noted they realize
44 these facilities are necessary but there are certain areas where they belong; not in this
residential area which is totally inappropriate not only because of what is there now but
46 what will be in the future.

2 Mayor Acerson commented that the Council encourages citizens to be involved to
 4 the extent that they feel they need to be, but the Council wants to make sure that the right
 6 decisions are made to ensure all citizen's rights are respected and protected. Mr. Killian
 8 voiced his opinion stating part of the Council's job is to represent the citizens and the
 10 reality is the citizens do not want this center to go in their neighborhood. He added there
 12 are a lot of people involved in this and the word is spreading and they will be here in
 14 force at the next meeting.

8 **Dave Phlegl: 140 South 200 East, Lindon.**

10 Mr. Phlegl commented that his home is located in a residential neighborhood with
 12 a commercial building directly behind his property. He voiced his concerns about the
 14 possibility of having another business across the street from his home (that is zoned
 16 residential) is just not right. He feels this proposed facility should certainly not be in an
 18 area surrounded by residential homes where there is not a business within 300 to 500 ft.
 20 in any direction. He noted that he hears the garbage trucks in the commercial area behind
 22 him and does not want any added traffic or noise. He also believes his property will be
 24 damaged by this mechanism if it successfully goes in. Mr. Phlegl asked the Council to
 26 consider postponing this issue so the citizens can have an equal opportunity to get some
 28 legal satisfaction.

22 Mayor Acerson called for any further public comment in the open session.
 24 Hearing none he moved on to the next agenda item.

26 **CURRENT BUSINESS**

- 28 6. **Review and Action**– *Waste Disposal Contract Extension, Republic Services.*
 30 Reece DeMille with Republic Services requests approval of a 3 year extension to
 32 the current waste disposal contract that may be granted upon approval of both
 34 parties. No change in contract prices or procedures is proposed as part of this
 36 request.

34 Adam Cowie, City Administrator, gave a brief summary of this discussion item
 36 stating Reece DeMille with Republic Services requests approval of a 3 year extension to
 38 the current waste disposal contract that may be granted upon approval of both parties. He
 40 explained that no change in contract prices or procedures is proposed as part of this
 42 request. He further explained that Republic has been under contract since prior to 2010
 44 when the name changed from Allied Waste. Mr. Cowie stated that Republic Services has
 46 been providing a good relationship and the current contract will expire June 30, 2015 and
 requires a 90 day notification. He noted this is a good opportunity to move forward with
 the extension recommendation based on the current agreement that would extend it
 through June of 2018 and the current pricing is good. He noted Republic provides a good
 service to the residents and are responsive to residential waste hauling needs within the
 community. Mr. Cowie stated under the current contract and pricing from Republic,
 Lindon residents have one of the lowest residential garbage and recycling rates in Utah
 County.

2 Mr. Cowie mentioned there was some interest expressed in the spring from two
 4 other haulers who hoped to bid on Lindon's waste disposal contract when it is due to
 6 expire. He noted that the prices offered for solid waste removal in cities where these other
 providers do business is more expensive than Lindon's current rates. He pointed out that
 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.

8 Mr. Cowie explained that Mr. DeMille contacted him since the staff report went
 10 out and discussed the CPI index (which is reviewed annually). He noted there is an
 allowance for Republic to come in each spring and request an increase in the CPI for
 12 garbage services. He also stated there is a separate fuel surcharge that is worked in to the
 price structure so residents don't see that fluctuation. Mr. Cowie mentioned that
 14 secondary from the fuel charge is an allowance for them to request an index increase to
 the rates on an annual basis. Mr. Cowie pointed out Republic did not request a rate
 increase last year with the City Council so the two (2) year period will be coming up this
 spring.

16 Mr. Cowie then turned the time over to Reece DeMille and Alissa Daley,
 representatives from Republic Recycling, for comment. Mr. DeMille commented they are
 18 proposing the three (3) year contract extension (included in the contract). He noted the
 new expiration date would move from June 30, 2015 to June 30, 2018. He explained that
 20 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. They would also
 22 propose writing language into the addendum to the contract that solidifies a CPI increase
 annually, which would eliminate them having to come to the Council each year to request
 24 that. He stated out of the 18 cities they service Lindon is the only city that doesn't have a
 set annual CPI. He added that they would suggest doing this with a cap on it so there is a
 26 basis for budgeting purposes.

28 Ms. Daley briefly commented on ways to increase resident recycling participation
 through education and outreach. Patrick Liecthy, resident in attendance, voiced his
 opinion that it seems healthy to get bids from other companies. Mr. Cowie stated that
 30 there has been a comparison county wide and Lindon currently has the lowest pricing in
 the county for garbage and recycling services. There was then some general discussion
 32 by the Council regarding this agenda item.

34 Mr. Cowie stated that a legal addendum to the current contract will need to be
 prepared if approved. Mr. Cowie suggested that a motion to continue this item would be
 appropriate and to give staff the directive in the motion to prepare a contract addendum to
 36 bring back to the next meeting. Mayor Acerson called for any further comments or
 questions from the Council. Hearing none he called for a motion.
 38

40 COUNCILMEMBER BEAN MOVED TO CONTINUE THE REQUEST BY
 REPUBLIC SERVICES TO EXTEND THE CURRENT RESIDENTIAL WASTE
 DISPOSAL CONTRACT AGREEMENT UNTIL JUNE 30, 2018, TO ALLOW STAFF
 42 TO WORK WITH REPUBLIC SERVICES REGARDING AN ADDENDUM TO THE
 CURRENT AGREEMENT THAT WOULD ADDRESS PRIMARILY AN INDEX BY
 44 WHICH THE COUNCIL COULD ESTABLISH A POSSIBLE INCREASE IN THE
 FUTURE. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE
 46 WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL AYE

2 COUNCILMEMBER BEAN AYE

COUNCILMEMBER LUNDBERG AYE

4 COUNCILMEMBER BRODERICK AYE

THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

6

7. **Continued Public Hearing** – *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 accessory structures on corner lots in residential zones by approval of Ordinance #2014-16-O. The Planning Commission recommends approval.

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

16

Jordan Cullimore, Associate Planner, opened the discussion by reminding the Council this is a continued item from the last city council meeting where the proposed changes to this ordinance were reviewed with some recommended changes. He noted before the Council tonight are the changes to the previous proposal that have been implemented to limit the scope of the proposed change throughout the community as previously discussed by the Council.

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Mr. Cullimore then referenced the amended ordinance draft. He re-iterated that this action is initiated in an effort to improve the code and to find ways to add flexibility and predictability so property owners can use their property in different ways in certain cases. Mr. Cullimore explained this action will also allow property owners to get better use out of their property while ensuring traffic and safety concerns are also considered. He noted a concern brought up at the last meeting was that this was not necessarily applied to all typical corner lots in Lindon. He then referenced the added subsection “a” in the ordinance that states “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.” He commented that this change may be a good threshold to exclude typical lots but include atypical or irregularly shaped lots (owners) that may benefit from perceiving more room to work with in placing their accessory building. Mr. Cullimore then referenced all subsections of the amended ordinance. He also showed photos depicting examples of applicable corner lots in the city.

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Mayor Acerson took public comment at this time. Patrick Dixon addressed the Council at this time with a question on paragraph 3b of the ordinance. He asked if an accessory building has to be situated at least 20 ft. within the front lot line. Mr. Cullimore confirmed that statement. He noted that 15 ft. was previously proposed but the Council felt that was too close. Mayor Acerson called for discussion from the Council at this time. Councilmember Broderick commented that he is in favor of the changes made and they address his concerns; he also likes the numbers. Councilmember Lundberg inquired if there are other applicants who feel the 20 ft. setback is not adequate. Mr. Cullimore stated he is not aware of any others and it has not been contested.

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Councilmember Bean commented that he was concerned about the 15 ft. setback so he

appreciates the changes and feels this mitigates the street view problems.

2 Councilmember Powell stated that she is in favor of the changes. Mayor Acerson
commented that he respects the fact that other cities have compromised. Mr. Cullimore
4 noted that this is already allowed on corner lots in the R3-Zone (Fieldstone) and this
would apply to the R1-Zone generally.

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

8

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

12

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

16 COUNCILMEMBER POWELL MOVED TO APPROVE THE PROPOSED
ORDINANCE #2014-16-O AMENDMENT TO LCC 17.44.140 ACCESSORY
18 BUILDINGS AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED
THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

20 COUNCILMEMBER POWELL AYE

COUNCILMEMBER BEAN AYE

22 COUNCILMEMBER LUNDBERG AYE

COUNCILMEMBER BRODERICK AYE

24 THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

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

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

36 Mr. Cowie led this discussion by stating budget amendments occur periodically to
be able to make adjustments for unforeseen or updated information regarding budget
38 expenditures and revenues. He noted that Lindon City Finance Director, Kristen Colson,
is in attendance to present this item to the Council tonight. He stated that Ms. Colson has
40 prepared a written summary of the changes that corresponds to the spread sheet numbers
(included in the packets).

42 Kristen Colson, Finance Director, led the discussion by reviewing and explaining
the highlights of the amended budget listed below followed by discussion:

44

46 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. She then referenced the overall PARC Tax Fund Budget spreadsheet.
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 the 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.

2 The grant of about \$6,000 is in the budget, however, the expenditures were not
 4 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.

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

8 Ms. Colson then referenced other upcoming items that may impact the budget
 followed by some general discussion:

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

18 Ms. Colson called for any questions at this time. Councilmember Broderick had a
 question about the increase in the recreation fund and the transfer from the general fund.
 He asked the reason why this amount is transferred from the general fund. Ms. Colson
 20 replied that the recreation fund does not have a fund balance so any excess that is spent
 beyond revenues would come from the general fund. Councilmember Broderick stated he
 22 would like to see alternatives besides using excess from other areas which would put less
 burden on the general fund. Councilmember Lundberg commented if there is more Parc
 24 Tax revenue than anticipated does that not alleviate the general fund. Ms. Colson stated a
 good balance is trying to be maintained between using the Parc Tax funds to help
 26 alleviate the costs for the general fund in maintenance issues and items that qualify for
 Parc Tax monies. She further stated that Parc Tax monies should be saved for good
 28 improvements that the public will see where the funds are going. Councilmember
 Broderick pointed out if there are more Parc Tax funds coming in why transfer more out
 30 of the general fund to cover the increased funds. Councilmember Powell commented that
 there are certain criteria that have to be met in order to be taken from the Parc Tax funds.
 32 There was then some additional discussion by the Council regarding this issue with Ms.
 Colson explaining how the percentages are allocated.

34 Patrick Dixon, resident in attendance, addressed the Council inquiring why the
 budget was lowered for library card reimbursement; he expressed that he does not feel
 36 this should have been lowered as it is a service the citizens enjoy. Councilmember Bean
 commented that the traditional role of libraries has shifted as there is more access to
 38 information online; however, the library still serves as an important place to go for
 information. He noted that most cities would not build a library from scratch, as it is too
 40 expensive. He added that the Council always looks at options to provide perks for the
 citizens, but at the same time trying to cut back for budgeting purposes. Councilmember
 42 Powell recalled the budget discussion by the Council in June regarding this issue was
 brief, including several other budget items that swiftly got checked off and lacked
 44 sufficient discussion. Mayor Acerson commented that these items were discussed with
 the knowledge that they could be reviewed and possibly amended at a later date.

46 At this time Little Miss Lindon Queen, Anna Passmore, addressed the Council.
 Ms. Passmore expressed her gratitude for being a part of the Little Miss Lindon program

that has been ongoing for almost thirty years and is a tradition that needs to be continued. She stated being a part of the Royalty has taught her the need and the value of service. She believes they are ambassadors for the city and the float is one of the tools they use to be city ambassadors. Ms. Passmore stated she is respectfully requesting that the City Council re-consider the budget cuts for the Little Miss Lindon Program.

Tracy Stone and Joy Nelson, directors of the program, thanked the Council for their financial contributions and support of the Little Miss Lindon Program over the years. Ms. Stone noted it helps so much and makes the program successful. She explained they are a service based program for the Council and the City. Ms. Stone then explained the program the service projects and events attended by the royalty and also the benefits of the float. Ms. Stone further explained the recent budget cuts to the program make it seem impossible to even build a float. She noted that she realizes that budgets have to be cut, but expressed that this is an item that promotes our city. Each year they have to design, create, and build the float as it does not last from year to year. Ms. Stone commented as a royalty and as a program they are saying the float budget is fundamental in keeping this program going. The float is a way for our city to be recognized within the County; a city must have a float to be allowed into the parades. Ms. Stone noted they are willing to try and make the float last a couple of years, but they cannot do it on a \$750.00 budget let alone the \$5,000.00 budget.

Councilmember Powell expressed that she feels this issue is so important that these young women get the opportunity to serve in this program. She stated that she will stand shoulder to shoulder in support of this program and she feels this is a reasonable request that the Council should consider. Councilmember Lundberg complimented the program and expressed that they should have the support of the city and they represent the city very well and are very committed. She also stated that she is ignorant as to what goes into building the float and would be appreciative to know why it is under budget. She would also be interested to know what float materials are used and if there is anything that could be used that would be more cost effective. Ms. Stone explained that float building does not utilize re-usable materials as it does not hold up because of the wind, weather etc. Each year the prices go up for materials and they are not re-usable; however, they use all items that they can possibly re-use. Ms. Stone re-iterated that the float cannot be maintained for \$750 a year. Ms. Nelson stated if the float is cut they don't have a program.

Councilmember Lundberg inquired if they have ever checked into sponsorships to subsidize the costs. Ms. Stone replied they have not because it is a city owned float. She went on to say if you get a sponsor for your float then they have to advertise and the city float advertises for Lindon Days. Mayor Acerson stated there may some Lindon businesses that would like to step up with monies for this program that is so great for these young women. Mayor Acerson noted that he would ask how can we make better use of our time and money and resources because they are not unlimited, and we need to be good stewards and to have a plan that may span more than one year; which is good for the girls, the program and everyone.

Councilmember Powell expressed that she feels the float is a fundamental key to this wonderful Lindon program and a good representation of the city. She went on to say what these young ladies get to experience is invaluable and the people gather and love the

2 parades and the floats. She also expressed that the pageant is handled so professionally
and is one of high caliber and the production is stellar.

4 Councilmember Broderick agreed that Little Miss Lindon is a wonderful Program
and it is nice to know that the budget can be amended when needed and be able to make
6 decisions on where the funds can be allocated. He suggested that they draft a budget to
present to the Council. Ms. Nelson thanked the Council for their time and support of the
8 program. Councilmember Bean echoed Councilmember Broderick’s comments and
would suggest that they re-visit this issue. Councilmember Powell made a suggestion to
implement a liaison from the city to the Little Miss Lindon Program.

10 In conclusion, Ms. Nelson asked in what direction the Council would like them to
go; a new float every year or try make them go year to year. Mayor Acerson suggested
12 they draft a plan (budget) with different options with numbers attached and provide the
information to Mr. Cowie to get it on the next agenda so official action can be taken.
14 Mayor Acerson thanked them for coming and for their information and added that he and
the Council are here to help support the program.

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

18
20 COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC
HEARING. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

22
24 Mayor Acerson called for any further comments or questions from the Council.
Hearing none he called for a motion.

26 COUNCILMEMBER BRODERICK MOVED TO APPROVE RESOLUTION
#2014-13-R WHICH OUTLINES THE PROPOSED 2014-2015 FISCAL YEAR
28 BUDGET AMENDMENTS AS PRESENTED. COUNCILMEMBER POWELL
SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:
30 COUNCILMEMBER POWELL AYE
COUNCILMEMBER BEAN AYE
32 COUNCILMEMBER LUNDBERG AYE
COUNCILMEMBER BRODERICK AYE
34 THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

36 9. **Review and Action:** *Utah Infrastructure Agency Assessments.* On February 27,
38 2013 the City Council approved Resolution #2013-5-R authorizing payment of
monthly operations assessment loans to the Utah Infrastructure Agency (UIA) in
40 order to eliminated such expenses from being funded by UIA bond proceeds. The
loans are to be repaid to Lindon with interest. Per the Council’s direction,
42 progress reports have been presented at least quarterly and reviewed prior to
authorizing payments of additional assessments. On April 1, 2014 the Council
44 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
46 assessment for the third quarter of 2014 (July-September). The Council will
review UIA/UTOPIA performance reports and give staff direction in regards to

2 whether payment of assessments for the months of October, November, and
3 December 2014 in the amount of \$7,223.00 per month should be approved. Past
4 invoice amounts have been paid monthly and not in advance. The estimated
5 monthly assessments have been budgeted for the 2014-15 fiscal year.

6 Mr. Cowie opened the discussion by explaining the most current progress reports
7 from Utopia and UIA are included in the packets. He then showed the graphs depicting
8 the reports. He explained that UIA continues to show gradual improvement in revenues
9 and has deployed a significant amount of infrastructure in Lindon in the late spring of this
10 year; additional installations in new subdivisions are possible. He noted that decisions to
11 deploy new infrastructure in Lindon are made by Utopia staff and are based on the best
12 possible return on investment.

13 Mr. Cowie mentioned, given the uncertainty of various outside proposals to take
14 over Utopia there is definite trepidation in regards to the future of Utopia and its
15 struggling financial situation. He explained the participation by the member cities in
16 OpEx is critical to sustain the current, limited network operations. During UTOPIA
17 Board budget discussions in June budgetary constraints were imposed with a limited
18 operating budget approved. He further explained the Board extensively discussed areas
19 to cut and reduce costs. While UIA appears to be making progress in accordance with its
20 projected "Sweet-Spot Plan" proposed in early 2013, it will continue to need OpEx
21 assistance. Mr. Cowie stated the "Sweet-Spot Plan" anticipated a 5-year period of
22 needing OpEx, with a decreasing amount anticipated each quarter. As is, Staff believes
23 Utopia's budgetary constraints are significant and will be crippling without continued
24 financial assistance from the majority of member cities. Mr. Cowie commented that
25 additional litigation costs from further financial hardships that are one-time obligations
26 with the organization handling it.

27 Mr. Cowie went on to say that in addition to financial issues, failure to participate
28 in OpEx appears to be a significant obstacle for teamwork between member cities and the
29 organization as a whole. Mr. Cowie noted, having been on both sides of the table in
30 regards to being a paying vs. non-paying OpEx city, in his opinion the non-participating
31 cities appear to have less credibility with the Utopia Board in general and also appear to
32 have less influence regarding important matters within the organization. Mr. Cowie noted
33 that most member cities have committed to pay OpEx assessments at the current time. He
34 added as far as he is aware, Lindon and Payson are the only member cities not currently
35 paying OpEx assessments, Murray made an agreement to pay through December with
36 other ideas being presented.

37 Mayor Acerson then gave a brief summary of the recent Mayor's meeting he
38 attended regarding UIA and the settlement including discussion. He noted that Mayor
39 Bigelow from West Valley City presented a model that Utopia is possibly comfortable
40 with. According to Mayor Bigelow, if they are willing to put up some of their own
41 money, and if the take rate is increased maybe some of the money flow back to Utopia.
42 He noted the feeling is we are all in this together. Mayor Acerson explained that Mayor
43 Bigelow's concept was to come up with the numbers that the cities would need to achieve
44 the level of take rate in order to wipe out the operational expenses. He noted that Kurt
45 Sudweeks took the information to review and will bring it back to the next Mayor's
46 meeting for discussion. Mayor Acerson said this is a pro-active approach and they feel

2 they can increase the amounts substantially. Councilmember Lundberg asked if there
would be a provision to be retro-active for previous customers who paid the higher fee, as
they may be upset having paid the higher amount.

4 Councilmember Lundberg also mentioned the free market companies are
changing; it is not a static figure and it does fluctuate. Mr. Cowie stated 90% of the sign-
6 ups are on the lease option with a small percentage paying the cash up-front.
Councilmember Lundberg pointed out if the “sweet-spot” take rate percentage is
8 identified, city to city, it would potentially seem that Lindon is already there, if so, we are
looking good. Mr. Cowie confirmed that Lindon is already there. Councilmember
10 Broderick stated he’s had conversations with neighbors who have Utopia and they are
concerned their rates are going to increase because they are aware there is a short fall. He
12 asked if \$7.00 per month could be put on every resident (subscriber) that has Utopia to
cover the shortfall, and who would make that decision. Mr. Cowie replied that is not a
14 decision that the city can make and stated he would have to check with the marketing
directors to see how that is handled. Mr. Cowie noted in the Board meetings he has
16 attended he has not been aware of any detailed discussion on the pricing structure and
why they charge what they charge; he note he has asked and in part the reason is they
18 don’t want to divulge their game plan. Councilmember Lundberg commented the ISP
(internet service providers) come into play as well who will eventually market to the end
20 user and will be competitive and have some variance.

Councilmember Broderick stated what he is suggesting is that the increase
22 amount (\$7.00 per month) be for users only as currently everyone in Lindon is
subsidizing Utopia users. Mr. Cowie stated that he will bring that question up to the
24 board. Mr. Cowie re-iterated that it is his opinion that non-participating cities appear to
have less credibility with the Utopia Board in general, and also appear to have less
26 influence regarding matters of importance within the organization, which is very
frustrating and certainly has an associated political implication. Mayor Acerson called for
28 further discussion at this time. Councilmember Broderick voiced his opinion that he was
in favor of paying the assessments last time and would be in favor again tonight. There
30 was then some general discussion by the Council regarding this issue including
discussion regarding the Macquarie proposal.

32 Councilmember Bean voiced his concerns if we agree to pay the working capital
(OpEx) assessments, which we are obligated to pay under UIA, how long does this
34 continue before we know anything concrete about whether Utopia is going to move
forward with Macquarie or not. He noted, based on the UIA agreement, will we ever get
36 repaid for our paid OpEx under any scenario because Utopia has to be revenue positive
and UIA has to be revenue positive and all the debt obligations have to be met and the
38 board has to agree to pay it; he believes this will never happen. Councilmember Powell
was in agreement with Councilmember Bean’s statement.

40 Mayor Acerson commented, based on the settlement, Utopia has come back with
a tentative proposal of how the monies would be distributed, of which all legal fees
42 would be reimbursed to the cities and a percentage of those monies would also be paid
back to the cities who paid for operational costs; which would have to be approved by the
44 cities. He noted there is a gesture to try to make the cities somewhat whole and this is on
the table and being discussed. Councilmember Bean stated that he is certainly sensitive to
46 the concerns that Mr. Cowie has raised regarding losing credibility. Councilmember

Lundberg commented what she is hearing is if we pay the assessments that we don't have enough voting percentage to ever really be much of a player, so not paying the OpEx is saying be responsive to us and answer our concerns. Mr. Cowie commented that they have been somewhat responsive. Councilmember Bean agreed they have responded somewhat and have provided some requested material. Mr. Cowie noted the board tracks who pays and who doesn't pay the assessments and in the end it comes down to votes. Councilmember Lundberg stated it comes down to what we get for this if we pay. She also asked how Lindon can make a positive impact to send a message one way or the other. She stated she observes three (3) options 1. Continue to not fund 2. Start to fund again going forward or 3. Fund retro-actively going forward. Mr. Cowie stated partial payments could also be funded.

Councilmember Bean voiced his opinion if Utopia was willing to look at every option out there and parallel with Macquarie, he would feel better about approving the assessments, at least some payments, if that would give Lindon a voice. Following some additional discussion Mr. Cowie stated the Council could continue the item and wait a month or two to see what happens with Macquarie to make a decision. Councilmember Lundberg asked if we wait do we want Mr. Cowie to present some of the issues discussed tonight to the Board with the indication that we are in a high level debate. Councilmember Bean stated he is open to restarting payments under different conditions; not as they stand now. Mr. Cowie stated unless there is not a majority they have the exclusivity issue going until the Macquarie deal is done.

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

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE UIA OPERATIONS ASSESSMENT PAYMENTS FOR THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 2014 AS PRESENTED.

THE MOTION DIED FOR LACK OF A SECOND.

Mr. Cowie stated this issue will be brought back to the Council at a later date when there is more information. Councilmember Powell excused herself from the meeting at this time.

Mayor Acerson called for an alternate proposal. Hearing none he moved on to the next agenda item.

10. COUNCIL REPORTS:

Councilmember Powell – Councilmember Powell was absent.

Councilmember Bean – Councilmember Bean thanked Mr. Cowie and the Planning and Zoning Department for their work on the recently discussed group home issue.

Chief Cullimore – Chief Cullimore had nothing further to report.

Councilmember Hoyt – Councilmember Hoyt was absent.

2

Councilmember Broderick – Councilmember Broderick reported that he attended the North Union Canal Co. meeting and reported that it was a good water year from the canal. There are some leaking concerns but they are not sure where they are located as yet. He also noted that there are funds in the bank and Lindon is a major shareholder.

4

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Councilmember Lundberg – Councilmember Lundberg reported that she attended the recent Arbor Day Celebration which was a nice event, however she would like to see it get more momentum. She also reported that she attended the Bicycle/pedestrian Open House and it is looking good and they should hear more feedback soon. Councilmember Lundberg also attended a meeting with the EDCU Utah along with Mr. Cowie and Mr. Van Wagenen. She stated they are genuinely interested and are trying to bring good things to the whole county. She also mentioned the “Pickleball” tournament is coming up.

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Mayor Acerson – Mayor Acerson reported that he attended the Mayor’s meeting where the UIA and the settlement proposal was discussed. He noted there is more discussion to come. He also mentioned they are dealing with the landfill and noted it was approved (through the County Health Dept.) to allow them to put a septic (holding) tank in to create the entry on the west side of the landfill which will help change the traffic flow and alleviate some of the congestion in the area. Mayor Acerson mentioned the Recovery Center issue followed by some discussion by the Council.

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Administrator’s Report:

Mr. Cowie reported on the following items followed by discussion.

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Misc. Updates:

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- October City newsletter is on the city website
- Land Use Project Tracking List was reviewed
- Legislative report from State elected representatives (October 21st Council meeting work session at 6:00 pm)
- Run for the Trees – Arbor Day event report
- Bike Plan/Pedestrian study – open house report
- Group home status update
- Ivory Homes development – status update 6:00 pm at Ivory Ridge October 20th
- 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 – it was suggested to set a date and let the Council know
- Misc. Items

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Upcoming Meetings & Events:

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- Newsletter Assignment: Councilmember Broderick – November newsletter article. *Due by last week in October.*
- October 14th at Noon – Engineering Coordination at Public Works. Mayor Acerson and Councilmember Broderick will attend
- October 21st at 6:00 pm – work session with State Legislators
- October 22nd at 4:30 pm to 7:00 pm. MAG Transportation & Planning Open House, Orem Senior Center.
- November 18th – 6:00 pm work session. Annual Department reviews w/Public Works and Parks Departments
- November 27th – 11-2 pm 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

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 11:00 PM COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – October 21, 2014

Kathryn Moosman, City Recorder

Jeff Acerson, Mayor

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

- No Items.

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

6. Discussion Item — Overview of Economic Development & Business Friendly Practices
(30 minutes)

Lindon City Planning & Economic Development Director, Hugh Van Wageningen, will give an overview of past and present business friendly practices and economic development efforts that Lindon has made. Mr. Van Wageningen will discuss how the City is working to improve upon its processes and image in order to attract, grow, and retain businesses within the city.

See attached Memo from Mr. Van Wageningen for a list of items that Lindon has previously done or is currently working on to promote business friendly activities. In addition to these items Staff will also address some matters of concern that Councilmember Hoyt has brought to our attention through his interactions with various businesses who operate in Lindon.

Sample Motion: No motion necessary for discussion item.



Lindon, Utah
Top 50 Best Places to Live in America (2009, 2011, 2013).
 Follow CNN Money link below for more info on Lindon's 2013 ranking.



CNNMoney.com
 A Service of CNN, Fortune & Money

[Click here](#) for more info about Lindon's 2009 ranking.



Memo

To: *Lindon City Council, Adam Cowie*
 From: *Hugh Van Wageningen*
 Date: *2 October 2014*
 RE: *Review of Business Friendly Practices within Lindon*

Below is a comprehensive, though not exhaustive, list of items that Lindon has done in recent years to foster successful businesses within the City's borders.

City Initiated Items

City funded construction of 700 North roadway & utilities and is paying ~\$266,000 / yr through 2025

City funded \$1 Million of Lindon/PG I-15 interchange and worked with land owners on 'friendly condemnations' to secure land

City vacated large portion of 600 North public roadway to accommodate Walmart

City vacated portions of Main Street and gifted property to adjacent business owners

UTOPIA – city funded fiber optic infrastructure to homes and businesses. May ultimately pay over \$19 Million

Letters of support sent to businesses

- 2014 sent pool passes to top 15 sales tax producing businesses
- Goodfellow Corp – received thank you letter sent in previous years and sought one-on-one help to facilitate new building addition

Offered cash incentives to Hearth and Home to remain in Lindon

Business recognition & thanks in Council meetings

Ordinance Changes to Accommodate Businesses

Sign Ordinance (Murdock Hyundai, Harley Davidson, Vivint)

Commercial Farm Ordinance (Wadley Farms)

Increased building height to accommodate taller businesses (A-8 zones, churches)

Allowed increased locations for used auto sales (CG-A)

Created Commercial Design Guidelines to stream-line development reviews and protect businesses from poor buildings, colors, and site design

Reduced significant land-use processing time (minor subdivisions, signing of plats, etc)

Eliminated 'white fence' requirement

Created extensive Development Manual – outlines development process with clear guidelines and expectations

Possible future changes to Beer License Ordinance – allowing sales on Sunday?

RDA Improvements & Incentives

700 North CDA – will provide millions for infrastructure and/or incentives

Murdock Hyundai: gave 1 acre of land + over \$400,000 in cash-back incentives

District 3 RDA (Canopy Building Area) – 2014 landscaping improvements along business street frontages: spent \$13,464.29 in 2013FY and budgeted \$262,366 in 2014FY

District 3 RDA lighting, streets, sidewalks, etc: cost of \$3,560,413 (2000-2004 & still paying on this bond)

District 3 RDA developer incentives and pay-back plan:

- Johansen Thackery Development get paid ~\$250,000 / yr for life of RDA for a total of \$1,925,743 of which we've paid \$1.5M so far;
- Paid Lindon Gateway \$536,436 from 2003-2009.

West Side RDA – Shadow Mountain Industrial Properties, paid cash property tax rebates for life of RDA (now expired) worth \$599,160.

State Street RDA - South Towne Business Mall (strip mall on State street) paid cash sales & prop tax rebates for 15 yrs (finished in 2012) worth \$471,409 in property tax and \$129,507 in sales tax.

Multiple road and utility installations and improvements

Industrial Revenue Bonds

Mountain States Steel – used excess city bonding capacity to secure low interest loans worth \$1,500,000 to enable business expansion (matures in Feb. 2016).

Interstate Gratings - used excess city bonding capacity to secure low interest loans worth \$3,500,000 to enable business expansion (matures in Dec. 2018).

Recognitions / Awards

2013 State of Utah – Governor Herbert Business Friendly practices recognition

2008 – Utah Valley Home Builders Assoc. voted Lindon the Best City to Build In

2009, 2011, 2013 – CNN Money Magazine ranks Lindon in top 100 Best Cities

Other High Quality Services (indirect benefits)

Full-time Police / Fire services available

- Police installed and maintains west-side security camera system. Worked with businesses to secure locations and power
- Low city crime rate
- We catch bad guys! (Am Bank, multiple other thefts & property crimes, etc)

Low business license fees

Lower than average property taxes

Moderate utility fee rates

Fast development processes. We've worked hard to streamline and speed the land use and building permit process.

Fairly good streets and infrastructure

Great snow plowing program

Higher standards for fire protection, building inspections, and FEMA flood plain regulation, which allows lower commercial insurance rates for residents and businesses

Friendly city staff

Approachable City Council members

7. Review & Action — PARC Mini Grant Funding Recommendations (20 minutes)

The City Council allocated a portion of PARC (Parks, Arts, Recreation, and Culture) tax funds to be set aside for funding of mini grants for non-profit cultural arts organizations with a heavy presence in Lindon. After advertising the grant opportunity the City received only one application. Staff recommends the Council approve the grant application for the Lindon Chamber Music Society in the amount of \$4,720.00 for the 2014 funding cycle.

Background:

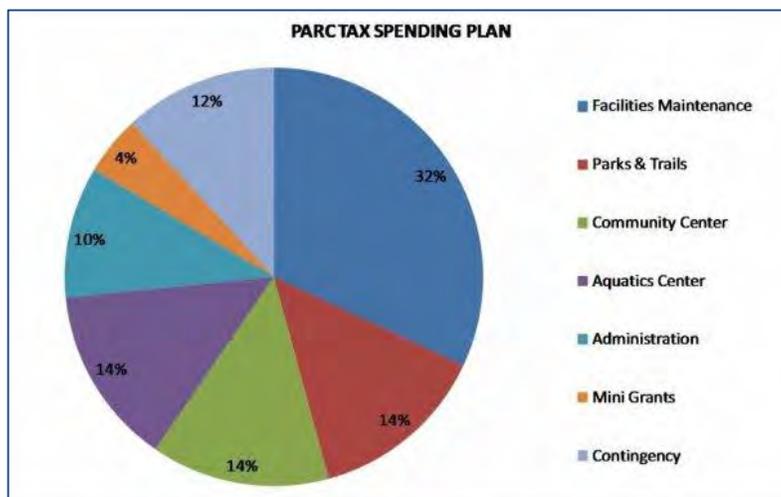
In 2013, 66.7% of Lindon City voters approved a 1/10th of 1% (0.1%) increase in the local sales and use tax as a means of enhancing funding for local recreational facilities and cultural organizations within Lindon City.

The purpose of the PARC program is to support recreational facilities and cultural organizations that enrich the overall quality of life for residents throughout Lindon City. The Parks, Arts, Recreation & Culture (PARC) Program is committed to enhancing city recreational and cultural facilities and providing fair and equitable access to PARC funding of cultural organizations through grant opportunities.

PARC tax revenue may only be used for capital development and ongoing operations of government owned or operated recreational and cultural facilities, *and for the ongoing operations of nonprofit cultural arts organizations*. For the 2014-15 fiscal year, the City Council allocated up to \$15,000 of PARC funds to be reserved for Mini Grant funding of nonprofit cultural arts organizations. This constituted approximately 4% of the estimated PARC funds at the time of 2014-15 budget adoption.

Funding for this program comes from sales tax revenues that are collected by the State of Utah and distributed to Lindon City. Sales tax revenues can be volatile depending on economic activity.

To ensure more funds are not disbursed than received for the year, total actual PARC revenues cannot be disbursed for any project and/or grant until said revenues have actually been received by the City. Funds for the requested grant amount of \$4,720 by Lindon Chamber Music Society have been accrued and are available to be awarded at any time. A significant portion of the grant request is to offset rental costs at the Community Center, thus that portion of the grant funds will be funneled back to the Community Center as rental revenue.

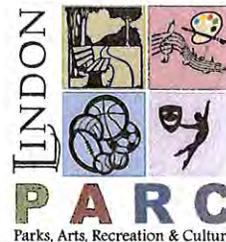


Parks & Recreation Director, Heath Bateman, has reviewed the grant application and recommends approval of the Lindon Chamber Music Society (LCMS) grant in the amount of \$4,720.00. Please see attached application and evaluation criteria details. Additional LCMS website info found here: <https://www.lindonchambermusicsociety.org/about.html>

Sample Motion: I move to (approve, continue, deny) the 2014-15 PARC Mini Grant application for the Lindon Chamber Music Society in the amount of \$4,720.00, with the following conditions:

PARC MEMO

TO: ADAM/ CITY COUNCIL
FROM: HEATH BATEMAN
SUBJECT: PARC MINI GRANTS
DATE: OCTOBER 13, 2014
CC:



After review of the PARC Mini Grant submitted by the Lindon Chamber Music Society, (See Attached) I recommend that the application be approved with the following condition:

Point 9. The Lindon City Newsletter not be obligated to advertise or promote the Lindon Chamber Music Society or the TACO.

All other items on the application are in order. I recommend we fund \$4,720.00 for 2014 Funding Cycle.

Thanks,

A handwritten signature in black ink, appearing to read "Heath Bateman". The signature is fluid and cursive, with a large loop at the beginning.

Heath Bateman
Parks & Recreation Director



Lindon City
PARC Mini Grant Application

Date Application Received
8/26/14

Organization Name: Lindon Chamber Music Society

Grant Submitted By: Lindon Chamber Music Society

Address: 77 West 600 North, Lindon, Utah 84042

Phone Number: 801-368-1994 Cell 801-368-1994

Email Address lindonchambermusicsociety2014@gmail.com

Is your organization a non-profit? Yes If yes, what is the non-profit designation? 501 (c)(3)

Name of Point of Contact: Shauna Bowman

Phone Number: 801-368-1994 Email: mombow80@gmail.com

Federal Tax ID Number: 46-566-7800 Date of incorporation: 5/15/2014

Total \$ of Grant Requested \$4,720.00

Is your organization and spending plan eligible for PARC TAX funds Yes (See Appendix A)

What is your organization's mission statement and primary focus?

The Lindon Chamber Music Society is an organization which will strive to bring quality instrumental and vocal music into the wonderful community of Lindon City. This institution strives to support and sponsor concerts and musical events as well as provide music education opportunities to Lindon's residents.

GOOD FOCUS

If granted monies, when do you plan to spend the funds?

We will use the funds starting September 5, 2014 to pay for rental of the Lindon Cultural Arts Auditorium and to provide high quality monthly concerts at no cost to the public. We will also use the funds for supplies and advertisement of programs and pay for artists and accompanists related to these events. The Awesome Children's Orchestra (TACO) will use the funds for rental payments of the Cultural Arts Auditorium for rehearsal and concerts and to pay coaches and purchase music.

MOST OF THE FUNDS FOR RENTAL TIME

2014-15 budget is \$15,000 total. The City Council reserves the right to award less than is requested as per amount of applications and budget availability. All applications are due on or before Friday, October 10, 2014 submitted electronically to: hbateman@lindoncity.org. Any approved grants shall be disbursed in June, of the grant year, and must be expended by May 1 of the same year. (Exception for this first year. Monies will be available November 1, 2014. Grant Cycle for 2015-16 will take place in May, 2015.)

The applicant hereby acknowledges that the submitted information is correct to the best of his or her knowledge.

Shauna Bowman

8/26/2014

SIGNATURE

DATE



PARC TAX MINI GRANT APPLICATION

Narrative Questions:

1. Please categorize your organization’s primary discipline and activity type:
Our organization is to provide cultural enrichment through music programs including high quality monthly concerts featuring guest artists from Lindon and surround areas. Also the establishment of The Awesome Children's Orchestra (TACO).

2. How will the requested PARC funds be used? Specific Project/Program Operating Expenses Both
We will use the funds starting September 5, 2014 to pay for rental of the Lindon Cultural Arts Auditorium and to provide high quality monthly concerts at no cost to the public. We will also use the funds for supplies and advertisement of programs and pay for artists and accompanists related to these events. The Awesome Children's Orchestra (TACO) will use the funds for rental payments of the Cultural Arts Auditorium for rehearsal and concerts and to pay coaches and purchase music.

3. Did you receive PARC funding in 2013?
If so, how much? \$

No

4. Has the Previous funding been spent?
If yes, has the financial report been sent to the City?
If not, when do you plan to spend the funds?

Not applicable

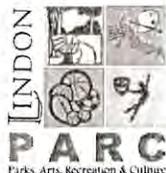
5. Describe how the Parks, Arts, Recreation and Culture funds will be used to support the organization’s mission and primary focus.

The funds will be used entirely for the purposes described above to develop a concert series and to attract and pay high quality musicians from our area to provide these concerts free of charge to the public. We will also use these funds in developing an children's orchestra that will serve the citizens of Lindon.

6. Describe how your organization advances or preserves its artistic or cultural discipline within Lindon City.
By using the cultural arts auditorium for the concerts series and for the children's orchestra, we offer and make accessible quality programs for Lindon residents without having to leave the city to enjoy these types of offerings.

7. Describe your organization’s major activities and issues in the past year. Specify particular successes and challenges.
We have spent the last few months establishing the organization and planning the upcoming year.

8. Describe how your organization is funded. What sources of funding has your organization secured in the past 12 months.
This is our inaugural year. We will rely heavily on the PARC Funds to have a venue in Lindon City and to compensate our performers and educators. We will seek business partners and other sponsors.



9. Define how you promote your work to your target audiences. Describe the outreach efforts your organization undertakes. What marketing and or audience development strategies do you use?

We will use our website, the Lindon City Newsletter, social media and work with public school music programs and educators to increase awareness in the area. We as the directors of the this organization are all professional musicians and have networks and connections that will be used for this purpose.

10. What are the short-term and long-term goals and objective for your organization? How will PARC funds help accomplish your goals?

Our goal is to establish The Awesome Children's Orchestra and Concert Series to benefit the residents of Lindon City. Long term goals would be to establish a youth and and adult orchestra programs. Also to enrich our community through making available world class musical experiences.

11. Does your organization sell discounted tickets, or do you give free tickets to residents of Lindon City? If yes, please describe:

* We strive to offer all concerts free of charge to the public. On rare occassion we might ask for admission to meet expenses of a particular performance.

12. How would you describe your primary and/or target audience? Explain how your organization intends to maintain and/or grow its audience over the next year:

Our primary audience would be the residents of Lindon City and surrounding areas. Our product will over time draw on larger audiences.

13. Please provide the following information on your organization's staff and audiences/constituents for the period in which you received PARC Funds:

Number of paid full-time staff:

Number of paid part-time staff: 3

Number of contract personnel:

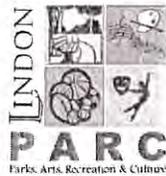
Number of volunteers: 4

Number of artists, educators, curators, scholars or other discipline based professionals: 17

Total audience: All Lindon City Residents and surrounding areas.

Tickets distributed for free to other nonprofits/the public/other: Free Admission to all events (1,000 +) over the year.

14. How many Lindon City citizens did your organization serve with the previous PARC Tax grant monies? N/A



15. Describe how your organization partners with other organizations and service providers located within Lindon City:

As a newly founded organization the outreach process and search for additional business partners and sponsors will be an ongoing process through this year as we establish ourselves. We will be approaching businesses in Lindon City to establish these partnerships and sponsorships.

16. Describe the internal and external challenges and opportunities you faced during the past year, and how your organization addressed them: Our first challenge is to acquire PARC funds and to establish the TACO and quality concert series.

Proposed Project Funding:

If your organization is requesting funds for a specific project or program, what is the total budget of your proposed project or program? \$

Proposed Use of Requested PARC Funds		Amount
Collections/Exhibits		
Contracted Services		\$1,225.00
General Administration (excluding salaries)		
Marketing/Advertising		\$500.00
Performance/Production		
Total Salaries (Administrative)		
Total Salaries (Other)		
School Outreach Program		
Space Rental	54 hours X \$20.00	\$1,080.00
Travel		
Other Expenditures*	Music Stands	\$715.00
**TOTAL:		\$4,720.00

Non Profit Rate

*Please attach additional information detailing other expenditures.
**The total should equal the requested amount of PARC funds.

APPENDIX A

1.0 PARC TAX MINI GRANT POLICY

- 1.1 Qualifying organizations must have, or commit to have, a significant presence within Lindon City and must be a qualifying organization as defined in this policy. Competitive mini grants are available only for Cultural Arts Organizations.
- 1.2 All applications must be received by Lindon City by 5:00pm on the second Tuesday in April. *(Except for this year 2014 which will be due on Friday, October 10, 2014.)* Grants will be awarded by the end of June of each year. Distribution of grant funding will not be made until after July 1st of each year and is subject to actual funds be accrued by the City.



- 1.3 Grant applicants must complete an application form and then submit the information to the Lindon City Parks & Recreation Director for completeness review. A sample form is attached, which may be modified from time to time. The Parks & Recreation Director will forward this application to the City Administrator who will schedule the grants to be reviewed by the Lindon City Council. The City Council will evaluate all mini grant applications for eligibility on a broad spectrum of cultural arts disciplines including visual arts, performing arts, literary arts, historic preservation, arts education, etc.
- 1.4 PARC funds granted to cultural organizations may not be used for capital construction expenses, payments into an endowment fund, expenditures for programs outside of Lindon, activities not available to the general public, political lobbying, fundraising expenses related to capital or endowment campaigns, or for other expenses not related to the organization's primary cultural purpose or directly related to or for the direct benefit to the residents of Lindon City. Also, the portion of this revenue designated for cultural arts is intended to support nonprofit cultural arts organizations rather than individuals.
- 1.5 PARC grant funding for cultural organizations may not be used for the following expenditures:
 - 1.5.1 Accumulated deficits or debt retirement;
 - 1.5.2 Capital improvements;
 - 1.5.3 Public Schools and/or school programs or hiring of temporary or permanent staff in any school or school system;
 - 1.5.4 Lobbying Expenses;
 - 1.5.5 Scholarships, purchase awards or cash prizes;
 - 1.5.6 Magazines or newspapers;
 - 1.5.7 Broadcasting network or cable communications systems;
 - 1.5.8 Performances, events and activities that take place outside of Lindon City;
 - 1.5.9 Activities intended primarily for fundraising;
 - 1.5.10 Recreational, rehabilitative, or therapeutic programs;
 - 1.5.11 Social service programs;
 - 1.5.12 Fireworks;
 - 1.5.13 Rodeos;
 - 1.5.14 Non-cultural celebratory events;
 - 1.5.15 Activities that are primarily religious in purpose;
 - 1.5.16 Cash reserves;
 - 1.5.17 Start-up organizations;
 - 1.5.18 Private Foundations.
- 1.6 Qualifying organizations requesting funds must be a nonprofit entity with 501(c)(3) status at the time of the application from deadline, or a municipal cultural and/or historical council.
- 1.7 All qualifying organizations may apply for mini grants once per calendar year.
- 1.8 A submitted application form must be accurate, complete and all supplemental information included prior to the deadline. Late submissions will not be accepted. It is not the responsibility of the PARC staff to contact the applicants regarding information missing from their application.
- 1.9 By the second Tuesday in April, each qualifying organization must submit a Compliance Report detailing how it expended the funds it received pursuant to these policies and procedures. Award recipients must use the funds within the 12 month before the next application cycle begins. (second Tuesday in April)
- 1.10 The purpose of the Compliance Report is to account for grant funds distributed to cultural organizations. The report must be submitted by the deadline indicated. Future PARC funding may be withheld due to inadequate, incomplete, or non-submitted Compliance Reports.



1.11 Grant selection is competitive. The Lindon City Council will be the final decision and approval authority for all grant applications. In conformance with these policies and guidelines the City Council reserves the right to award all or portions of requested grants, or reject all or portions of any grants. Submittal of a grant application and/or award of grant is not a guarantee of funding.

8. Discussion Item — Community Center Rental Rates for Commercial Uses (20 minutes)

At the request of the Mayor and Council the Parks & Recreation Director, Heath Bateman, has prepared two options for consideration to allow commercial activities in the Community Center and is seeking direction on how to proceed. No official motions will be made.

See attached materials from Heath Bateman, Parks & Recreation Director.

Staff is looking for direction from the Council on how to proceed with potential commercial rentals of city facilities. The Council previously requested information on how much it costs to operate the Community Center per day/hour. Kristen prepared the attached memo with various ways to calculate this cost. For hours that the center is typically open it appears to cost the city a MINIMUM of about \$48 per hour to operate, plus programming costs. Whether fees are adjusted to cover costs is up to the Council's direction.

Pending final direction from the Council, amendments to the fee schedule and adoption of policies will occur at a future meeting.

Sample Motion: No motion necessary for discussion item.

Adam Cowie

From: Heath Bateman
Sent: Wednesday, July 09, 2014 5:54 PM
To: 'Adam Cowie'
Subject: Community center rental policy and application
Attachments: Community Center Rental Policy With % of Gate.doc; Community Center Rental Policy without Non-Profit.doc

Hello Adam, I am providing Mayor Acerson 2 options for adding Commercial and Non-Resident rentals here at the community Center.

One shows commercial being a % of the total revenue earned.
The other shows a flat cost for Commercial rentals

Research shows that it is about 75% to 25% for other businesses and my colleagues that they side with the flat cost increase for rentals.

Also thorough research, the amount of increase between resident, non-resident and commercial on the Flat Rate increase model varies widely and is all over the place so I just doubled the rental rate for Non-residents and doubled again for commercial.

Some of the challenges I can foresee if we make rentals more available to more people are:

- Availability? (we have a lot of programs here and gym time is somewhat difficult to get during sports leagues.)
- Saturday Rentals and late night rentals will make my staffing needs go up. (currently, weekend rentals are scarce and my staff goes home during the evening at 7:00 PM)

There are positives and negatives to both models.

My personal recommendation is the percentage model because if a show or event BOMBS, it gives flexibility in the cost back to the City so people won't go broke. It will however take more babysitting by staff to make sure the actual amounts of gate receipts or sales receipts are accurate.

You will notice in both situations that I have removed NONPROFIT rates. If they still want to have nonprofit rates, I can add it in as a percentage off the resident and nonresident rate.

Council can change the percent taken or raise or lower the rental rate on the other form. I can work with either.

Heath G. Bateman
 Parks and Recreation Director
 Lindon City
 25 N Main
 Lindon, Utah 84042
 (801)769-8628
hbateman@lindoncity.org
 Great Programs for Great People!

LINDON

ADMINISTRATION

M E M O R A N D U M

To: Mayor, Council and Adam Cowie
 From: Kristen Colson
 Date: September 15, 2014
 Re: Community Center Costs

I was asked to prepare an official estimate of average daily and hourly operational costs to run the Community Center. This analysis includes the following costs.

- Wages and benefits
 - ▶ One-third of Heath Bateman's wages and benefits (his pay is split with Parks & Aquatics)
 - ▶ Minimal front desk coverage (1 person 8:00 am - 7:00 pm, Monday - Saturday)
- Membership dues and subscriptions
- Uniforms
- Travel and training
- Office supplies
- Operating supplies and maintenance
- Parts and supplies
- Utilities - water, sewer, gas and electricity
- Telephone
- Gasoline and oil
- Professional and technical services
- Insurance
- Other services
- Purchase of equipment
- Snow removal
- Lawn care

open (subtract weekends & holidays)
 $248 \text{ days/yr.} = 2,728 \text{ hrs.}$
 [redacted] 11 hrs/day (55 hrs/week)
 $128,685.66 / 2728 =$
 $\$47.17/\text{hr}$
 + program costs.

The total (unaudited) expenses for the Community Center for the 2013-2014 fiscal year is **\$128,656**. This calculates to a daily cost of \$352.56 or an hourly cost of \$14.73 based on 24 hours/day, 7 days/week.

The Community Center is supported by its programs. Rentals are available, but they are not meant to be the sustaining revenue. In the 2013-2014 fiscal year, rental revenue totaled \$6,767. We do not have enough interest in renting the Community Center in order to cover all of the building's costs. I recommend keeping the rental fees close to "market" rates.

COMMUNITY CENTER COSTS

	6/30/2014	MINIMAL	
	TOTAL	COMM CTR EXP	PROGRAM EXP
55-42-110 Salaries & Wages	106,372.49	49,939.64	56,432.85
55-42-112 Salaries - Permanent Part Time	-	-	-
55-42-115 Salaries & Wages - Overtime	-	-	-
55-42-135 Benefits - FICA	7,945.35	3,820.38	4,124.97
55-42-140 Benefits - LTD	106.40	106.40	-
55-42-145 Benefits - Life	52.56	52.56	-
55-42-150 Benefits - Insurance Allowance	5,805.48	5,805.48	-
55-42-180 Benefits - Retirement	4,872.49	4,872.49	-
55-42-185 Benefits - Workers Comp.	724.99	340.37	384.62
55-42-210 Membership Dues & Subscriptions	614.95	614.95	-
55-42-222 Uniform Expense	87.36	87.36	-
55-42-225 Recreation Uniforms	10,413.10	-	10,413.10
55-42-230 Travel & Training	2,229.94	2,229.94	-
55-42-235 Licenses & Fees	-	-	-
55-42-240 Office Supplies	1,730.34	1,730.34	-
55-42-250 Operating Supplies & Maint	11,360.87	11,360.87	-
55-42-255 Parts and Supplies	710.00	710.00	-
55-42-260 Miscellaneous Expense	179.67	179.67	-
55-42-270 Utilities	23,601.30	23,601.30	-
55-42-280 Telephone	2,547.66	2,547.66	-
55-42-290 Gasoline & Oil	430.94	430.94	-
55-42-310 Professional & Tech Svcs	3,335.50	3,335.50	-
55-42-315 Recreation Program Expenses	14,118.42	-	14,118.42
55-42-320 Comm. Ctr. Program Expenses	9,267.75	-	9,267.75
55-42-325 Senior Ctr. Program Expenses	1,888.06	-	1,888.06
55-42-350 Lindon Days	54,810.07	-	54,810.07
55-42-360 Other Community Events	3,175.91	-	3,175.91
55-42-365 Healthy Lindon	-	-	-
55-42-420 Comm. Ctr Advisory Board	147.00	-	147.00
55-42-510 Insurance	2,276.67	2,276.67	-
55-42-620 Other Services	10,938.24	10,938.24	-
55-42-675 Purchase of Equipment	313.83	313.83	-
Snow removal		521.07	
Lawn care		2,870.00	
55-42-740 Purchase of Capital Asset Expenses	49,995.00	-	49,995.00
	<u>330,052.34</u>	<u>128,685.66</u>	<u>204,757.75</u>

\$352.56 Cost per day (365 days)

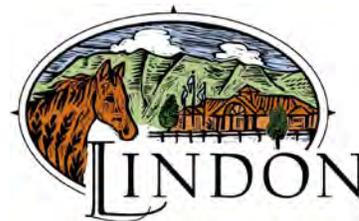
168 Hours per week (24*7)
\$14.73 Cost per hour

60 Hours per week
\$41.25 Cost per hour

24 Hours per week
\$103.11 Cost per hour

Updated January 2014

The Lindon Community Center Facility Use and Reservation Policy



The Lindon Community Center’s purpose is to meet the needs of local residents by providing a facility that will host programs, activities, and other events. **Lindon City’s organized programs will take priority over private rental times.** Fees will vary depending on resident, non-resident, commercial, and non-profit status. Yearly reservations and reservations for dates beyond December 31 of each year are available for rent on the first working day of January of the year in which the rental will take place. Renters *must* abide by the following policies and guidelines.

Facility Availability:

(All rentals based upon availability. The City programs have priority use at the Community Center.)
Classrooms, Gym, Kitchen, Cultural Arts Auditorium: 9:00 am – 10:00 pm in one hour increments.
Closed Sundays & Holidays

Definitions

- **Resident** – Must live in the Lindon City boundaries. Proof of residency will be required in the form of a utility bill in the name of the renter or other definitive proof of residency.
- **Non-Resident** – Anyone living outside of the Lindon City boundaries.
- **Commercial** – Defined as a function of the sale or promotion of goods and/or services, a gated or ticketed event, or for the conduction of the business of or training of a private organization.

Rental Fees

The rental fee is due in *full* amount at the time of booking your reservation.

Room	Resident	Non-Resident	Commercial
Gymnasium	\$50.00/per hour	\$75.00/per hour	Rental fee + 20% of the Total Revenue Generated.
Kitchen (Community Center)	\$20.00/per hour	\$30.00/per hour	
Cultural Art Auditorium	\$45.00/per hour	\$70.00/per hour	
Classroom	\$25.00/per hour	\$40.00/per hour	

Commercial Rentals

In order for a commercial rental to be approved, the renter must agree to meet with staff within 24 hours after the event and provide an accurate Total Revenue Report with accompanying documentation such as gate receipts, Z-tapes, receipt books. 15% of the revenue of the event will be required at that time.

Security Deposit

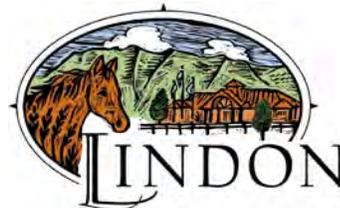
A refundable security deposit is **required at time of reservation.** The security deposit is fully refundable unless:

1. Event extends beyond reserved hours. \$5 penalty for every 5 minutes over.
2. Facility or equipment is damaged.
3. Fights, vandalism, or misconduct occurs.
4. Facility is not left clean including removal of trash out to the dumpster in the north parking lot.
5. Police assistance is required.

Renter will be billed for any fees greater than the deposit.

Updated January 2014

The Lindon Community Center
Application for Facility Use



Contact Information

Resident Non-Resident Commercial

Last Name: _____ First Name: _____ MI: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Cell: _____ Email: _____

Rental Information

Name of Event: _____

Date(s) of Rental: _____

Rental Time: _____ Number of People: _____

Room(s): _____ Cost of Rental: \$ _____

Deposit Amount: \$ _____ (Cash) (Check) Deposit 50% of Rental Fee

I understand that my security deposit of 50% of this rental fee may be forfeit if I fail to comply with the rental terms.

Signature

Date

Rental Terms

Please read each item and initial you have read and will abide by the rental terms. Violation of one or more of the terms below may be grounds for loss of deposit.

- Commercial renter agrees to provide 20% of the total revenue from the event due within 24 hours or next working day.
- Resident Rentals require proof of residency. Drivers License or utility bill is required.
- Renter must be at least 18 years of age.
- Lindon City reserves the right to deny any rental application for any or no reason.

Updated January 2014

- No Sunday rentals permitted.
- All of the hours reserved in a day must be continuous.
- Rentals of more than one day must close between 10:00 pm and 8:00 am the next morning each day.
- No event can extend past 10:00 pm.
- A Lindon City staff member will be present in the building during all hours of scheduled events.
- Renter or designee must be present during all hours of scheduled events.
- Participants must adhere to hours on application. Coming early or staying after rented hours is cause for deposit forfeit. \$5 penalty for every 5 minutes over.
- Renters responsible for all set-up and take-down of event. Rental hours include time for set up and clean up.
- No equipment will be loaned or removed from the Community Center.
- Changes in room arrangements, the heating/cooling system, and facility lighting need to be approved through the City staff on duty.
- Delivery of supplies and/or equipment will not be accepted prior to indicated starting time of event.
- Renter is responsible for the conduct of all participants, supervision of minors, damages, and all fees due.
- If police assistance is needed, the event will be closed immediately and all fees/deposits will be forfeited.
- Alcoholic beverages are prohibited at all Lindon City facilities.
- Smoking is prohibited in all Lindon City facilities.
- All set up and removal of decorations is the responsibility of the renter. No staples, tacks or nails are allowed. -Painter's tape may be used if it is properly removed when finished.
- Helium balloons must be anchored and removed after the event.
- No open flames, such as candles, are allowed.
- No animals are allowed in the building, except service animals.
- Renter is responsible for all clean up including taking out the garbage and sweeping the floor (dumpster is in the North West Parking Lot.) Failure to do so is cause for loss of deposit.

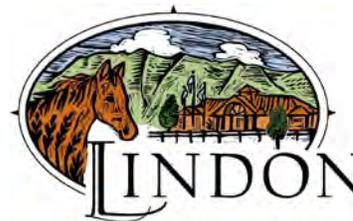
I am a Lindon City Resident and I understand the Policies and Guidelines of the Lindon Community Center and realize that I will be held liable while renting the facility. Should I breach this agreement, I shall pay all costs of damage, and/or attorney fees connected with the enforcement of this agreement.

Signature

Date

Updated January 2014

The Lindon Community Center Facility Use and Reservation Policy



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Facility Availability:

(All rentals based upon availability. The City programs have priority use at the Community Center.)
Classrooms, Gym, Kitchen, Cultural Arts Auditorium: 9:00 am – 10:00 pm in one hour increments.
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- **Resident** – Must live in the Lindon City boundaries. Proof of residency will be required in the form of a utility bill in the name of the renter or other definitive proof of residency.
- **Non-Resident** – Anyone living outside of the Lindon City boundaries.
- **Commercial** – Defined as a function of the sale or promotion of goods and/or services, or for the conduction of the business of or training of a private organization.

Rental Fees

The rental fee is due in *full* amount at the time of booking your reservation.

Room	Resident	Non-Resident	Commercial
Gymnasium	\$50.00/per hour	\$75.00/per hour	\$100.00/per hour
Kitchen (Community Center)	\$20.00/per hour	\$30.00/per hour	\$40.00/per hour
Cultural Art Auditorium	\$45.00/per hour	\$70.00/per hour	\$90.00/per hour
Classroom	\$25.00/per hour	\$40.00/per hour	\$50.00/per hour

Security Deposit

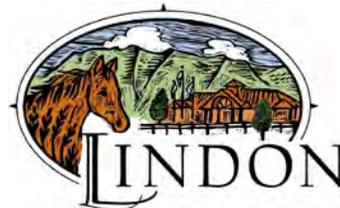
A refundable security deposit is **required at time of reservation.** The security deposit is fully refundable unless:

1. Event extends beyond reserved hours. \$5 penalty for every 5 minutes over.
2. Facility or equipment is damaged.
3. Fights, vandalism, or misconduct occurs.
4. Facility is not left clean including removal of trash out to the dumpster in the north parking lot.
5. Police assistance is required.

Renter will be billed for any fees greater than the deposit.

Updated January 2014

The Lindon Community Center Application for Facility Use



Contact Information

Resident Non-Resident Commercial

Last Name: _____ First Name: _____ MI: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Cell: _____ Email: _____

Rental Information

Name of Event: _____

Date(s) of Rental: _____

Rental Time: _____ Number of People: _____

Room(s): _____ Cost of Rental: \$ _____

Deposit Amount: \$ _____ (Cash) (Check) Deposit 50% of Rental Fee

I understand that my security deposit of 50% of this rental fee may be forfeit if I fail to comply with the rental terms.

Signature

Date

Rental Terms

Please read each item and initial you have read and will abide by the rental terms. Violation of one or more of the terms below may be grounds for loss of deposit.

- Rental is available for LINDON CITY RESIDENTS ONLY. Proof of residency is required.
- Renter must be at least 18 years of age.
- Lindon City reserves the right to deny any rental application for any or no reason.
- No Sunday rentals permitted.
- All of the hours reserved in a day must be continuous.

Updated January 2014

- Rentals of more than one day must close between 10:00 pm and 8:00 am the next morning each day.
- No event can extend past 10:00 pm.
- A Lindon City staff member will be present in the building during all hours of scheduled events.
- Renter or designee must be present during all hours of scheduled events.
- Participants must adhere to hours on application. Coming early or staying after rented hours is cause for deposit forfeit. \$5 penalty for every 5 minutes over.
- Renters responsible for all set-up and take-down of event. Rental hours include time for set up and clean up.
- No equipment will be loaned or removed from the Community Center.
- Changes in room arrangements, the heating/cooling system, and facility lighting need to be approved through the City staff on duty.
- Delivery of supplies and/or equipment will not be accepted prior to indicated starting time of event.
- Renter is responsible for the conduct of all participants, supervision of minors, damages, and all fees due.
- If police assistance is needed, the event will be closed immediately and all fees/deposits will be forfeited.
- Alcoholic beverages are prohibited at all Lindon City facilities.
- Smoking is prohibited in all Lindon City facilities.
- All set up and removal of decorations is the responsibility of the renter. No staples, tacks or nails are allowed. -Painter's tape may be used if it is properly removed when finished.
- Helium balloons must be anchored and removed after the event.
- No open flames, such as candles, are allowed.
- No animals are allowed in the building, except service animals.
- Renter is responsible for all clean up including taking out the garbage and sweeping the floor (dumpster is in the North West Parking Lot.) Failure to do so is cause for loss of deposit.

I am a Lindon City Resident and I understand the Policies and Guidelines of the Lindon Community Center and realize that I will be held liable while renting the facility. Should I breach this agreement, I shall pay all costs of damage, and/or attorney fees connected with the enforcement of this agreement.

Signature

Date

9. Review & Action — Everbridge Emergency Notification Contract (10 minutes)

The Council will review and consider a proposed contract between Lindon City and Everbridge, Inc. to provide emergency phone notifications for all residents and businesses. The previous emergency phone notification system provided through Utah County is no longer available. Everbridge serves agencies nationwide and several local jurisdictions have recently contracted with Everbridge, including Orem. The \$5,000 annual cost was included as part of the 2014-15 budget.

The City has been very proactive in its emergency disaster planning and drills. A critical part of Lindon's emergency notification system has been the utilization of a computerized phone notification program that was operated and funded through Utah County. The County no longer has this service available and unfortunately the phone contacts that residents and businesses entered into that system are no longer accessible.

For the last couple years the City was informed by the County that the old program may not continue and therefore Chief Cullimore budgeted for funds to replace the phone notification system. After extensive investigation and consideration by our Police Department, Staff recommends contracting with Everbridge, Inc. for this critical service. They have an extensive history and performance record. Orem City has also recently contracted with Everbridge for their phone notification system.

The program allows the ability to use the system for multiple notifications of our choosing – not just for emergencies. The annual fee is for unlimited use. Other opportunities to use the system besides emergencies may include notification of elections, city meetings, open houses, utility outages, celebrations and events, etc. The system can be geographically isolated to only call phone numbers within a specific mapped area of town if desired. It appears to be a well-established, robust system that we hope will serve our needs well.

Data entered into the previous County system is not recoverable. Residents and businesses will need to re-enter their contact information into the new Everbridge database. Only listings within the white pages are currently found on the Everbridge network. If the contract is approved by the Council, the City will institute an aggressive outreach program to get as many people entered into the system as possible. The public can enter home, cell, and email contact info. The system can call dozens of numbers simultaneously with any message that we input. Find more info on Everbridge here: <http://www.everbridge.com/>

Staff feels this is a critical tool that our residents and businesses have come to expect during emergencies. Funding for the service will come from General Funds through the Police Department budget. The contract amount of \$5,000 equates to an approximate cost to the City of \$0.17 per month per household. It appears a small price for the city to pay in order to reach its citizens during a crisis.

Sample Motion: I move to (approve, continue, deny) the contract for emergency phone notification services through Everbridge, Inc., with the following conditions:



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00010066

Confidential

1 of 2

Prepared for: Robyn Cooper
Lindon City UT
100 N State St.
Lindon, UT 84042
(801) 769-8600
rccooper@lindoncity.org

Quotation Date: October 9, 2014
Quote Expiration Date: November 10, 2014
Rep: Lesley Turner
(818) 230-9539
lesley.turner@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Optional Years: 4 Years

MN Contacts up to: 10,070

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$1.00	\$5,000.00

Pricing Summary:

Year One Fees*: \$5,000.00

One-time Implementation and Set Up Fees: \$0.00

Total Year One Fees: \$5,000.00

Optional Year(s) Ongoing Annual Recurring Fees: \$5,000.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:



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Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00010066

Confidential

2 of 2

Authorized by Everbridge:

To accept this quote, sign, date and return:

Signature Date

Authorized Signature Date

Print Name Title

Jeff Acerson Mayor
Print Name Title



Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICE. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, as applicable (each, a “**Contact**”) set forth on the Quote.

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote (“**Pricing**”). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client’s employees and contractors who access any Service as provided above are referred to as “**User(s)**”. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. “**Client Data**” is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client

Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge’s IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the “**Privacy and Security Compliance**” link on www.everbridge.com. “**Privacy Laws**” means all state and federal laws and regulations regarding data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to \$1,000.

5.3 Suspension. Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its

licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent

with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii)

modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge professional services relating to the Service to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court

or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.9 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p>EVERBRIDGE, INC.</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 500 N. Brand Blvd., Suite 1000 Glendale, California 91203</p> <p>For legal notice: Attention: Legal Department</p>	<p>CLIENT: <u>Lindon City</u></p> <p>By: _____ Print Name: <u>Jeff Acerson</u> Title: <u>Mayor</u> Date: <u>Oct. 21, 2014</u></p> <p>Client's address for legal notices: <u>100 North State Street</u> <u>Lindon, UT 84042</u></p> <p>Attn: <u>Robyn Cooper</u></p>
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EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

“Data Feed” means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

“Incident Administrator” means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

“Incident Operator” means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

“Premium Features” means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

10. **Council Reports:**

(20 minutes)

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| 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.
- Ivory Homes development – status update
- 2008 Sales Tax Revenue Bond refunding (~\$440k in savings); Directed LYRB to move forward.
- Benefits Committee update
- Mayor received grant award from Walmart!
- Misc. Items:

Upcoming Meetings & Events:

- Newsletter Assignment: **Van Broderick** - November newsletter article. *Due by last week in October.*
- Oct 22nd @ 4:30pm to 7:00pm. MAG Transportation & Planning Open House, Orem Senior Center.
- Oct 30th @ 5:30pm – Hallow's Eve Party at Community Center
- Nov 4th – Elections (NO COUNCIL MEETING)
- Nov 5th – SPECIAL COUNCIL MEETING NIGHT
- Nov 18th – 6:00pm work session. Annual Dept reviews w/Public Works and Parks Dept.
- Nov 27th & 28th – City offices closed
- Nov 27th – Community Thanksgiving Dinner at Community Center
- Dec 9th @ Noon – Engineering Coordination Meeting at Public Works – **Mayor, Van, ???**

Future items:

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

Adjourn