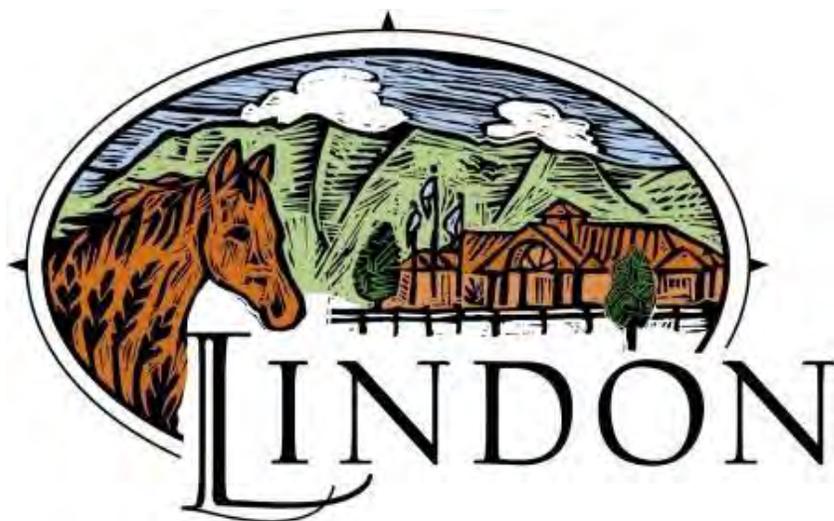
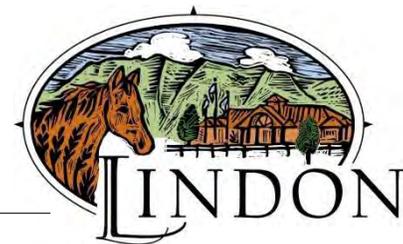


Lindon City Council Staff Report



Prepared by Lindon City
Administration

November 5, 2014



Notice of Meeting of the Lindon City Council

The Lindon City Council will hold a regularly scheduled meeting beginning at **7:00 p.m.** on **Wednesday, November 5, 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:



(Review times are estimates only)

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

Pledge of Allegiance: By Invitation
Invocation: Van Broderick

- 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 21, 2014 and August 12, 2014** *(5 minutes)*
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*
- 6. Public Hearing — General Plan Land Use Map Amendment: Colmena Group, ~ 600 S. & Geneva Rd.** *(30 minutes)*
 Bryan Stevenson of Colmena Group requests a General Plan map amendment to change the General Plan designation of property located at approximately 600 South and Geneva Road from Commercial to Light Industrial. The applicant intends to establish retail and office\warehousing uses on the site. The Planning Commission recommends approval with conditions.
- 7. Public Hearing — Zone Map Amendment: Colmena Group, ~ 600 S. & Geneva Rd.** *(15 minutes)*
 Bryan Stevenson of Colmena Group requests a Zone Map amendment to change the zoning designation of property located at approximately 600 South and Geneva Road from General Commercial A8 (CG-A8) to Light Industrial (LI). The applicant intends to establish retail and office\warehousing uses on the site. The Planning Commission recommends approval with conditions.
- 8. Recess to Lindon City Redevelopment Agency (RDA) Meeting** *(20 minutes)*
- 9. 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
- 10. Administrator’s Report** *(30 minutes)*

Adjourn

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

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

Posted By: Kathy Moosman
Time: ~11:00 a.m.

Date: October 31, 2014
Place: Lindon City Center, Lindon Police Dept, Lindon Community Center

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

Pledge of Allegiance: By Invitation
Invocation: Van Broderick

Item 1 – Call to Order / Roll Call

November 5, 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 21, 2014** and **August 12, 2014**

(See attached draft minutes)

The Lindon City Council held a regularly scheduled meeting on **Tuesday, October 21, 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
- Jacob Hoyt, Councilmember
- Carolyn Lundberg, Councilmember –arrived 6:50
- Adam Cowie, City Administrator
- Hugh Van Wagenen, Planning Director
- Kathy Moosman, City Recorder

DISCUSSION ITEM: Lindon City Council will meet with State Legislators including Senator Dayton, Representative Stratton and Representative Peterson to discuss matters of common interest. No motions will be made as this item is for discussion only.

Mayor Acerson opened the work session by welcoming Senator Dayton, Representative Stratton and Representative Peterson to the work session and inviting them forward for discussion.

Senator Dayton opened the discussion by bringing up several issues as follows:

- 1) She noted the uniting factor with most of the Utah County delegation is that they are all very supportive of Utah Valley University as they realize that 70 % of the students who go on to higher education attend UVU, which of course affects all of our communities and makes all of our communities involved. She added that whatever works in promoting education is a uniting factor and they all have similar voting records as they have similar values.
- 2) She mentioned that Lindon City has a voice through the Utah League of Cities and Towns which can be challenging at times. She also mentioned that if the league is speaking on an issue that the city is not in alignment with to please inform them as it is helpful for them to try and be available and connected and it would be beneficial to have that information.
- 3) She then brought up the issue of water. She made the Council aware that the federal government has a new regulation that states all water that originates on, passes over, or is adjacent to any federally held lands in the state belongs to the federal government. She noted this is regulation generated by bureaucracy trumping traditional law, and they are working together and fighting to maintain water and the challenges related to water.

Representative Stratton expressed that he appreciates Senator Dayton's comments and echoed that he is grateful to represent Lindon City and noted that Lindon has credibility and is a wonderful city that is involved and he appreciates the partnership. He re-iterated Senator Dayton's comment that it is very helpful to hear any concerns from the city and based on the questions requiring discussion here tonight there is some disparity in what the league is accomplishing.

Representative Peterson mentioned he has an interest in the first two requested items for discussion. He stated they looked very carefully at transportation funding and Senator Valentine's bill to try and index the gas fund by doing a complicated formula on how to re-do the gas tax. He noted there will definitely be more discussion on how to increase road funding, noting there is quite a sense for the need to tie it to user fees somehow. He mentioned the problem with the gas tax going down is associated with more economical cars, better gas mileage etc. Representative Peterson also mentioned the Vineyard Connector has had a lot of discussion with how to get the road through.

At this time Mayor Acerson suggested going through the listed agenda items for discussion as follows: (*discussion in italics*)

- **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.

Councilmember Broderick voiced his frustration that the city has no control on funding roads; there is a certain amount of funds that come in and a long list of roads that are in need of repair. He noted this is one of the major issues that citizens bring up. He also realizes that most cities in the state struggle with this same problem.

Mr. Cowie commented that Lindon receives approximately \$300,000 from the B&C Group and in addition to that it is supplemented through property and sales tax. He explained that currently, there is \$600,000 this fiscal year with half being met with the B&C funds for road reconstruction and road bonds. He noted we are in a crisis mode year to year and use the funds just for road reconstruction with no significant maintenance projects because of the lack of funds. He noted it would be well over a million dollars to annually look at longevity projects.

Representative Stratton commented that Orem City is facing the same problems as well and noted that the B&C funds were never intended to pay for everything. Mr.

Cowie then referenced the bullet points listed above followed by discussion. Senator Dayton commented that transportation is definitely one of the biggest issues the legislature will address. She noted they all sit on various appropriation sub-committees so there are different connections so Lindon City has a voice and is well represented.

Senator Dayton further stated that she is hearing that the city would like to have the option to consider imposing a tax to the people. Mayor Acerson confirmed that statement. Representative Peterson re-iterated that Lindon is not the only entity struggling with this issue.

- Vineyard Connector Prioritization:** 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.

Mr. Cowie presented a map of the Vineyard Connector for reference showing boundaries and future alignments and the possible impacts west of the interchange followed by discussion. Representative Stratton commented that the dilemma isn't just in Lindon it extends further and until the UP (who are in no hurry) does something there will be no construction now or in the near future. The time schedule on the first section was supposed to happen this fall and that is definitely not going to happen. Mr. Cowie commented that he knows that American Fork has the same concerns. Representative Stratton commented that once some of these developments (The Flagship Development with 400 homes and the Larry Miller Development) open in Vineyard we should start to see some other things happening there and the priority for the connector will raise back up.

Mr. Cowie noted those developments will transition the traffic of a 5 lane roadway into a 2 lane road in Lindon; which really impacts all of the roads west of the interchange. The dilemma is how much money does the City put into infrastructure knowing that the state is going to tear it out? Mr. Cowie stated they applied through MAG through the last funding cycle to see if they would prioritize the 2 lane route, and it didn't come close to being prioritized because the traffic projections are far out there which is very frustrating. Mr. Cowie noted after meeting with MAG their direction to staff and Council was to contact the legislature. Representative Peterson asked if it would make sense to challenge the proposed layout. Mr. Cowie replied he is not sure as the state has invested so much money for right of ways. Representative Stratton pointed out that congestion mitigation will change things quickly, and as the pressure builds in Vineyard it will change to a higher priority. There was then some additional discussion regarding the proposed layout.

- 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

2 other communities. Many cities have made decisions to not allow
 4 significant commercial or industrial growth, but still want shares of sales
 6 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.

8 *Councilmember Hoyt voiced his concerns that this issue is frustrating as Lindon
 10 works hard to bring in new businesses and it is an important issue; it is hard to send tax
 12 revenue out to other cities that do not put in infrastructure or put in an effort to bring
 14 those businesses in and he asked the representative to expand on less redistribution and if
 16 it has come up recently in the Legislature. Senator Dayton commented that it has been
 18 several years since this issue has been re-visited. Representative Peterson stated there
 are financial models built upon stability that can create a lot of instability across the
 board. Councilmember Hoyt inquired if the League has had any discussion on this issue.
 Mayor Acerson stated there has been some vague discussion from the League. Senator
 Dayton commented that this would be an appropriate issue for the cities to request the
 League to work on as united voice with an organized message would be very effective.
 Mr. Cowie stated that Lindon currently exports over \$150,000 per month to other cities.
 He noted on a good month the sales tax revenue in Lindon is approximately \$400,000.*

20 *At this time Councilmember Lundberg brought up the issue of the recent
 22 Reflections Recovery Center application (which proposed location is fairly close to a
 24 school). She commented that there seems to be an increase in group home (addiction
 26 recovery type) applicants, in various cities, that are looking to locate in residential
 28 neighborhoods; with neighbors being quite worried about changing the character of their
 30 neighborhood. She asked the representatives if it is true that there is recent legislation
 32 that these types of group homes no longer have to meet the requirement of staying within
 34 a certain radius. She is worried that Lindon is open to a plethora of these types of
 36 applicants because of the large lots in the city and they can acquire large residential
 38 properties. She went on to say it appears that other cities have had a lot of these types of
 applicants and it doesn't appear that there is too much the cities can do to keep these
 facilities within a balance. Senator Dayton asked if the local zoning would not address
 this issue. Councilmember Lundberg stated from what she understands the local zoning
 is trumped by state and federal law, adding that these types of group homes need to be
 somewhere but not in residential areas where it upsets the community. Representative
 Stratton stated that it is federal law not state statute that governs this issue. Senator
 Dayton suggested contacting Congressman Chaffetz as they do not have much say
 regarding this issue but agrees there are an increasing number of these types of facilities
 and other cities are facing this same issue.*

- 40 • **Justice Court Judges Salaries:**
 - 42 • Current legislation requires a Justice Court Judge's salary to be paid
 44 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.
 - 46 • 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.

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4 *Representative Stratton commented they had a bill open last year and pointed out that they kept hitting road blocks on that issue and asked if the City has considered having the Justice Court join with another municipality. He noted they have had a lot of discussion on this issue and the problem is the checks and balances as the judiciary is handled on a state level and there is a rippling effect across the board when they try to do anything. He added that his recommendation would be to close it if it is not working for the city and to consider another venue to meet the needs. Councilmember Powell commented that to justify closing it they would still have the obligation to pay. She added that it needs to be timed correctly to get the full use of funds and the Council has evaluated it and has looked at the numbers to see when it can financially be done. Senator Dayton commented that this is an ongoing discussion that many cities have and legislation is discussing this issue.*

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Mayor Acerson thanked Senator Dayton, Representative Stratton and Representative Peterson for their valuable input and expressed his appreciation on behalf of the Council for their service. Mayor Acerson called for any further comments or discussion from the Council. Hearing none he adjourned the work session at 6:57 p.m.

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REGULAR SESSION – 7:00 P.M.

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

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PRESENT **ABSENT**

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

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

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2. **Presentations/Announcements** –

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a) **Mayor/Council Comments** – Councilmember Powell invited Heath Bateman, Parks & Recreation Director, to remind the public of the upcoming Hallows Eve Party at the Community Center on October 30th beginning at

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5:30 pm. He noted there will be a movie, a flashlight candy hunt and many other fun activities. He invited everyone to attend.

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- 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council of October 7, 2014 were reviewed.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES OF THE MEETINGS OF OCTOBER 7, 2014 AS AMENDED. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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

CURRENT BUSINESS

- 6. **Discussion Item** – *Overview of Economic Development and Business Friendly Practices.* 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.

Hugh Van Wagenen, Planning Director, gave a brief overview of past and present business friendly practices and economic development efforts that Lindon has made. Mr. Van Wagenen discussed how the City is working to improve upon its processes and image in order to attract, grow, and retain businesses within the city. He noted this is in an effort to have discussion and touch base on the business friendly practices the city has tried to promote. He mentioned the memo (included in the packets) includes city initiated items that the city was pro-active in, ordinance changes which the city was re-active with trying to accommodate businesses, RDA improvements and incentives and also some bonding mechanisms in place for certain business to help them out, recognitions and awards and other high quality services offered. He commented with a lot of these items there is real money put in by the city in a lot of ways.

Mr. Van Wagenen then referenced the list of items that Lindon has done in recent years to encourage successful businesses within the City followed by some general discussion:

City Initiated Items:

- City funded construction of 700 North roadway & utilities is paying - \$266,000/year 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 Corporation – 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 & appreciation in Council meetings:

- 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 years (finished in 2012) worth \$471,409 in property tax and \$129,507 in sales tax.
- Multiple road and utility installations and improvements

2 **Industrial Revenue Bonds:**

- 4 • 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).
- 6 • Interstate Gratings - used excess city bonding capacity to secure low interest loans worth \$3,500,000 to enable business expansion.

8 **Recognitions / Awards:**

- 10 • 2013 State of Utah – Governor Herbert Business Friendly practices recognition
- 10 • 2008 – Utah Valley Home Builders Assoc. voted Lindon the Best City to Build In
- 12 • 2009, 2011, 2013 – CNN Money Magazine ranks Lindon in top 100 Best Cities

12 **Other High Quality Services (indirect benefits):**

- 14 • Full-time Police / Fire services available
- 16 • Police installed and maintains west-side security camera system. Worked with businesses to secure locations and power
- 18 • Low city crime rate
- 18 • Am Bank, multiple other thefts & property crimes, etc.
- 20 • Low business license fees
- 20 • Lower than average property taxes
- 22 • Moderate utility fee rates
- 22 • Fast development processes. We've worked hard to streamline and speed the land use and building permit process.
- 24 • Fairly good streets and infrastructure
- 24 • Great snow plowing program
- 26 • Higher standards for fire protection, building inspections, and FEMA flood plain regulation, which allows lower commercial insurance rates for residents and businesses
- 28 • Friendly city staff
- 30 • Approachable City Council members

32 Councilmember Hoyt commented that he appreciates this list and the discussion
 34 tonight because he was not aware of a lot of these items and he feels enlightened to see
 34 what the city has been doing. These are things we should be telling others about as
 36 spokesmen of the City. He also commended Mr. Van Wagenen and Mr. Cowie for their
 36 efforts on this issue.

38 Councilmember Hoyt also explained his emailed list of complaints noting that he
 38 does not have concerns because with the majority of them the city made the right
 40 decision and no matter what there will always be complaints. He also pointed out that he
 40 feels a fully functioning Chamber of Commerce could help with the existing businesses
 42 and could also function as a liaison between the city and the businesses. Councilmember
 42 Lundberg asked if there has been follow-up from the Pleasant Grove Chamber of
 44 Commerce. Councilmember Hoyt confirmed that they have formed a committee and
 44 they will be coming forth with a proposal to the city. Mr. Van Wagenen thanked
 46 Councilmember Hoyt for the complaint list noting that these things are not always
 46 brought to their attention. Mr. Cowie noted that many of the complaints are fairly old

and he feels there are multiple issues on the list that the city has been extremely lenient with.

Mayor Acerson commented that he doesn't ever want to discourage people from providing feedback. He would like to see the business license process streamlined as our goal is to do the best we can and learn from it and to see what we can do better. Mr. Cowie mentioned that the Council has the ability to change things as they pertain to code violation, so if there are concerns with sign ordinances, landscaping requirements etc.; as a legislative body the Council can make changes as they see the need. Mr. Van Wagenen commented that staff may be reactive to a business request but if the Council has concerns to alert staff so they can work it out and get ahead of them before there are any major issues. Councilmember Powell mentioned that she would like to see a name change for 200 South and feels it would be very business friendly. Mr. Cowie said to let them know if they would like this to be brought back as an official agenda item. Mr. Van Wagenen told the Council to please contact him with any concerns or questions they may have.

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

7. **Review & Action** – *PARC mini Grant Funding Recommendations*. 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.

Heath Bateman, Parks & Recreation Director, opened the discussion by stating after advertising the PARC mini grant opportunity the City received only one application. He then introduced the applicants, Shawna Bowman and Shara Gunderson from the Lindon Chamber Music Society. Mr. Bateman noted he has reviewed the application and feels they do a great job and it is within the scope of the PARC mini grant process. Councilmember Broderick asked about some number discrepancies on the application. Mr. Bateman stated that there was an advertising fee and an administrative salary that was inadvertently omitted from the application. He also noted the non-profit rate should be \$25.00 an hour (which went up this year) rather than \$20.00 an hour on the application. He noted that he recommends approval of the grant application for the Lindon Chamber Music Society with the revised amount for the PARC Tax. He noted that when the 54 hours are exhausted they could possibly have a free concert for the residents to work out the difference and the extra use if the Council is in approval, as they are still under the cap. Mr. Bateman noted funds for the requested grant amount by the Lindon Chamber Music Society have been accrued and are available to be awarded. He noted that 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.

Mr. Cowie commented the Council allocated up to \$15,000 for the 2014-2015 fiscal year, 4% of the original allocation and with the recent budget amendment that

number stayed the same. Councilmember Lundberg pointed out since there are no other applicants using the \$15,000 she would be very amenable to giving the applicants the increase to \$5,000. Councilmember Broderick thanked the applicants for applying and expressed that this is a great program. He asked how many participants they have in their group. Ms. Bowman replied there are approximately 25 children in the orchestra including 4 teachers and coaches and also 4 high school students to help out. They are planning a concert season that is free to the public but it involves paying an accompanist, rental of the building, advertising etc., with the Community Center serving their purpose wonderfully. She noted they will reach out to some state grants also. There was then some additional discussion regarding this agenda item. Councilmember Lundberg expressed that this will bring enrichment to our city and noted that many cities offer their centers for free. She added she loves what they are offering and hopes the word gets out. She would ask that the Council consider for next year to offer the facility in kind versus charging for the facility with the grant money.

Mayor Acerson questioned as multiple groups start coming in with the associated administrative costs and physical resources etc., do these assets belong to the group or to the city. Mr. Cowie stated the assets would belong to the group as the city is funding their operational expenses only (grant). He noted there is also a reporting requirement associated with the grant. Mr. Cowie mentioned as a reminder with any grant awards, by the second Tuesday in April any applicants have to submit an expense report to the Council on how the funds were used before the next funding cycle. Mr. Cowie would also encourage that the PARC tax logo be included on any advertising etc., to promote that the funding was provided by the partnerships with Lindon City and the PARC Tax. Councilmember Broderick inquired if the PARC Tax grants could be used for the Little Miss Lindon float. Mr. Cowie stated that he and Mr. Bateman will check the by-laws and look into this issue and bring the information back to the Council.

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

COUNCILMEMBER POWELL MOVED TO APPROVE THE 2014-2015 PARC MINI GRANT APPLICATION FOR THE LINDON CHAMBER MUSIC SOCIETY IN THE AMOUNT OF \$5,000 CONTINGENT UPON A SUBMITTED UPDATED APPLICATION. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

- 8. **Discussion Item** – *Community Center Rental Rates for Commercial Use.* 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.

2 Mr. Bateman also led this discussion stating at the request of the Council he has
 4 prepared two options for consideration tonight to allow commercial activities in the
 Community Center. Mr. Bateman explained after the study was completed by Ms.
 Colson and Mr. Cowie, it was determined that the cost to run the Community Center is at
 6 least \$48/hr. during regular business hours to have the Community Center open plus
 programming costs. He questioned if the Council wants to subsidize some of those
 8 rentals etc., or be self-sufficient.

10 Mr. Bateman stated he is providing two (2) options for adding Commercial and
 non-resident rentals at the community Center. Option #1 shows the commercial being a %
 of the total revenue earned with Option #2 showing a flat cost for Commercial rentals.
 12 Mr. Bateman explained that research shows that it is about 75% to 25% for other
 businesses and stated that colleagues he has spoken with would side with the flat cost
 14 increase for rentals. Also through research, he found the amount of increase between
 resident, non-resident and commercial on the flat rate increase model varies widely so he
 16 doubled the rental rate for non-residents and doubled again for commercial.

18 Mr. Bateman noted some of the challenges he can see if rentals are made more
 available as follows:

- 20 • Availability (there are a lot of programs here and gym time is somewhat
 difficult to get during sports leagues.)
- 22 • 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)

24 Mr. Bateman further noted there are positives and negatives to both models. His
 26 personal recommendation is the percentage model because if a show or event doesn't go
 well, it gives flexibility in the cost back to the City so the people won't lose a lot. This
 28 would take more time by staff to make sure the actual amounts of gate receipts or sales
 receipts are accurate. He went on to say in both situations he has removed non-profit rates.
 30 If nonprofit rates are wanted it can be added in as a percentage off the resident and
 nonresident rate. Mr. Bateman stated that the Council can change the percent taken or
 32 raise or lower the rental rate at their discretion and he can work with either one.
 Councilmember Lundberg mentioned Alpine School Districts rental rates and that they
 34 classify different users (5 classifications). Councilmember Broderick asked what
 Pleasant Grove charges for their facility. Councilmember Hoyt stated that he checked
 36 today and they charge \$50/hr. for the whole facility plus \$10/hr. to pay the employee who
 is attending; \$250 is the maximum fee for the entire day plus the \$10/hr. employee fee.
 38 There was then some general discussion by the Council regarding this issue.

40 Mr. Bateman then referenced the memo from Ms. Colson where she determined
 through her study that the total (unaudited) expenses for the Community Center for the
 2013-2014 fiscal year is \$128,656, which calculates to a daily cost of \$352.56 or an
 42 hourly cost of \$14.73 based on 24 hours/day, 7 days/week. Ms. Colson also mentioned in
 her memo that the Community Center is supported by its programs. Rentals are available,
 44 but they are not meant to be the sustaining revenue. In the 2013-2014 fiscal year, rental
 revenue totaled \$6,767. Mr. Bateman stated that Ms. Colson also notes in the memo that
 46 there is not enough interest in renting the Community Center to cover all of the building's

costs. Mr. Bateman added that Ms. Colson recommends keeping the rental fees close to "market" rates.

Councilmember Hoyt commented that this issue comes down to the question if commercial is wanted in the Community Center and if yes, we need to be competitive and be realistic. Councilmember Hoyt mentioned that he is in favor of commercial ventures in the Community Center but is not comfortable with a percentage. He also feels this would bring people into our city and also generate some revenue. Mr. Bateman also questioned if the Council would be in favor of non-resident commercial rentals as well as resident commercial rental opportunities.

Councilmember Bean agreed with Councilmember Hoyt that this would welcome people to our city. He also agreed that non-residential commercial rentals would help cover costs and he is not opposed to it. Councilmember Powell stated she is comfortable renting to non-residents as long as it benefits Lindon in some regard and that it fits our standards or other criteria.

Councilmember Lundberg stated that she is fine with this but feels we should not be subsidizing unless we want to put a little "skin in the game" and give them the opportunity to get a percentage of sales or should we give the option of them giving the higher percentage of ticket sales so we take on a little bit of risk or just be flat so we always know what we are getting. Councilmember Powell commented that this is a fine line. Councilmember Bean would suggest looking at other entities for comparison and if there are more cities that are charging a percent then we could look at that and if they're not then we may lose the renters to another city.

Councilmember Lundberg pointed out that there are a lot of event facilities in the city to rent from. Mr. Bateman stated that he will do some research on percentages vs. flat rates and a comparable of rental rates and bring it back to the Council in November. Councilmember Broderick agreed to revisit this again in a year and see what Mr. Bateman comes back with regarding the rental rate study because we would know what the standard should be. Councilmember Hoyt added that he would like to see a maximum rate (dollar amount) during normal business hours and an add-on fee for after hours (nights and weekends). Mr. Bateman concluded by stating his theory is he wants the building full and maximized but also wants to be fair and equitable and to be comparable.

Following some additional discussion the Council was in agreement to rent the building commercially to residents and non-residents as well and to have Mr. Bateman bring back a study in November for review. Mayor Acerson called for any further comments or questions from the Council. Hearing none he moved on to the next agenda item.

9. **Review and Action** – *Everbridge Emergency Notification Contract*. The Council will review and consider a proposed contract between Lindon City and Everbridge, Inc. to provide emergency phone service 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 2014-2015 budget.

Chief Cullimore led the discussion by explaining the City has been very proactive in its emergency disaster planning and drills. He further explained 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. He added 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.

Chief Cullimore further explained that for the last couple of years the City was informed by the County that the old program may not continue and therefore it has been budgeted for funds to replace the phone notification system. He noted that after researching he would recommend contracting with Everbridge, Inc. for this service. He noted this company has a good history and performance record and Orem City has contracted with Everbridge for their phone notification system.

Chief Cullimore went on to say this program allows the ability to use the system for multiple notifications and is not just for emergencies; the annual fee is for unlimited use. Other opportunities to use the system besides emergencies could include notification of elections, city meetings, open houses, utility outages, celebrations and events, etc. He added the system can be geographically isolated to only call phone numbers within a specific mapped area of town if desired. He noted it appears to be a well-established system that will serve the needs of the city well.

Chief Cullimore further discussed that the data entered into the previous County system is not recoverable and residents and businesses will need to re-enter their contact information into the new database. Chief Cullimore stated if the contract is approved, the City will institute an aggressive outreach program to get as many people entered into the system as possible including implementing senior involvement.

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

Chief Cullimore concluded by stating that the system needs to be used as much as possible and they have already started training with city staff and they would like to start implementing this system as quickly as possible. Mr. Cowie stated that staff attended a demo of the system with Everbridge representatives which was very beneficial. There was then some general discussion by the Council regarding this issue.

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 CONTRACT FOR THE EMERGENCY PHONE NOTIFICATION SERVICES THROUGH EVERBRIDGE, INC. AS PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

- October City newsletter
- Land Use Project Tracking List
- 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: Councilmember Broderick - November newsletter article.
Due by last week in October
- October 22nd at 4:30 pm to 7:00 pm. MAG Transportation & Planning Open House, Orem Senior Center
- October 30th at 5:30 pm – Hallow’s Eve Party at Community Center
- November 4th – Elections (No Council meeting)
- November 5th – Special Council meeting night
- November 18th – 6:00 pm work session. Annual Department reviews w/Public Works and Parks Department
- November 27th & 28th – City offices closed
- November 27th – Community Thanksgiving Dinner at Community Center
- December 9th at Noon – Engineering Coordination Meeting at Public Works – Mayor Acerson and Councilmember Broderick will attend

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 10:10 PM COUNCILMEMBER POWELL SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – November 5, 2014

Kathryn Moosman, City Recorder

Jeff Acerson, Mayor

The Lindon City Council and Lindon City Planning Commission held a Joint Work Session on **Tuesday, August 12, 2014 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: Mayor Acerson

PRESENT

ABSENT

- Jeff Acerson, Mayor
- Matt Bean, Councilmember
- Van Broderick, Councilmember
- Jacob Hoyt, Councilmember
- Carolyn Lundberg, Councilmember
- Sharon Call, Chairperson
- Ron Anderson, Commissioner
- Mike Marchbanks, Commissioner
- Rob Kallas, Commissioner
- Bob Wily, Commissioner
- Andrew Skinner, Commissioner
- Matt McDonald, Commissioner

Randi Powell, Councilmember

Staff Present

- Adam Cowie, City Administrator
- Hugh Van Wagenen, Planning Director
- Jordan Cullimore, Associate Planner
- Brian Haws, City Attorney
- Kathy Moosman, City Recorder

1. **Call to Order** – The meeting was called to order at 6:00 p.m.
2. **Discussion Item:** Lindon City Council and Planning Commission will conduct a joint work session to discuss future plans and policies related to development of the 700 North Corridor.

Hugh Van Wagenen, Planning Director, opened the discussion by stating the two governing bodies have been brought together to discuss future plans and policies related to the 700 North Corridor development which has been built for about a decade now with not a lot of development. He noted the purpose for discussion tonight is to build some sort of consensus and to incorporate the same vision regarding the corridor. Mr. Van Wagenen explained that the Planning Commission acts as the land use authority and the City Council is the final decision maker and authority. Mr. Van Wagenen then gave some background and presented three (3) maps for reference; Lindon City Zoning Map, Community CDA Map and the General Plan Map. Mr. Van Wagenen noted it is paramount that the CDA boundary go off of either side of the 700 north corridor which is about 500 ft. to the north and 500-600 ft. below to give a quick idea of what is being

2 talked about. Mr. Van Wagenen then referenced a link to a survey sent with 12 questions
 4 for the attendees to fill out. He directed them to go through each question individually
 6 and answer the questions. He added if they have any questions to please ask as we go
 8 along. Mr. Van Wagenen then referenced the maps laid out on the tables for review and
 explained the purpose of each map. He noted the bulk of the time tonight will be spent
 talking about the survey questions. Mr. Van Wagenen then went over the answers to the
 survey questions submitted by the attendees including strengths, weaknesses and what
 types of land uses followed by some general discussion.

10 At this time Mr. Van Wagenen turned the time over to David Adams,
 representative of the ownership group on the north side of 700 north. Mr. Adams pointed
 12 out there is a lot of competing land and depending on what your vision is and what you
 are trying to draw to the area there is still a lot of competing land. Which means there is
 land that is available for the same use that could be closer to other interchanges.
 14 Councilmember Lundberg mentioned the projection of how many people there will be
 between a 3 and 5 mile radius from Highland to Orem. She noted that the Pleasant
 16 Grove/Lindon interchange was rated 4th highest out of 10 interchanges through 2020.

18 Mr. Van Wagenen explained the transit hub for the Trax line will go into Pleasant
 Grove and American Fork and up to Lehi. He noted that UTA owns Trax and the
 alignment of a possible future light rail would go down the corridor and the alignment
 20 study will determine the stations and how much influence the municipalities will have.
 He added that they are federally funded projects. H noted that cities have to be more pro-
 22 active if they want to attract transit hubs but they are not willing to change their land use
 policies to get it and there is the ability and potential for them to achieve this. There was
 24 then some general discussion regarding transit hubs.

26 Mr. Adams brought up another aspect to consider, that being the “Evermore”
 project, and if it does come to fruition the way it is intended it will draw “super-regional”
 attention on this area and Lindon can possibly capitalize on this site. They intend to and
 28 seem to have the money and ability to make that work; they are expecting to be a national
 draw and expect to be in operation by 2016. Mr. Adams noted that a convention hotel
 30 will in fact be going in the area also, and these kinds of things may give Lindon City the
 opportunity to have a “super-regional” site. Mr. Adams added that as soon as they decide
 32 on a transit line they have to have an interest in a location or they will be gone. There was
 then some additional conversation regarding these comments.

34 Mr. Adams commented that the question should be framed as not when will the
 frontrunner (Trax) come but how far away it is and if we will be able to pay for it; there a
 36 lot of different mechanisms to pay. Mr. Adams pointed out we are not thinking 20 years
 from now, we could be thinking 5 years from now. He is suggesting to not think in terms
 38 of when frontrunner will be put there but when will the funds be available for it to be
 purchased, whether it is the City, MAG, a federal grant or somebody with some foresight
 40 to buy the locations, then is it not a strenuous holding issue.

42 At this time Mr. Van Wagenen suggested scheduling another work session as
 there is still a lot of discussion that needs to take place. It was determined to hold another
 work session on August 26, 2014 at 6:00 pm.

44 Mayor Acerson called for any further comments or discussion from the Council or
 Commission. Hearing none he adjourned the meeting.

46

Adjourn – The meeting was adjourned at 7:00 p.m.

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Approved – November 5, 2014

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Kathryn Moosman, City Recorder

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Jeff Acerson, Mayor

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14 _____
Sharon Call, Chairperson

DRAFT

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

- No Items.

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

6. Public Hearing — General Plan Land Use Map Amendment: Colmena Group, ~ 600 S. & Geneva Rd. *(30 minutes)*

Bryan Stevenson of Colmena Group requests a General Plan map amendment to change the General Plan designation of property located at approximately 600 South and Geneva Road from Commercial to Light Industrial. The applicant intends to establish retail and office\warehousing uses on the site. The Planning Commission recommends approval with conditions.

(See attached Staff Report info.)

Public Hearing — General Plan Amendment — Colmena Group, approx. 600 South & Geneva Rd.

Bryan Stevenson of Colmena Group requests a General Plan map amendment to change the General Plan designation of property located at approximately 600 South and Geneva Road from Commercial to Light Industrial. The applicant intends to establish retail and office\warehousing uses on the site. File 14-042-6.

<p>Applicant: Bryan Stevenson of Colmena Group Presenting Staff: Jordan Cullimore</p> <p>General Plan: Commercial Current Zone: General Commercial A8 (CG-A8)</p> <p>Property Owner(s): Anderson Geneva Development, Inc. Address: ~600 South Geneva Rd. Parcel ID: 38:425:0008 Lot Size: 5.83 acres</p> <p>Type of Decision: Legislative Planning Commission Recommendation: Recommended approval with two conditions.</p> <p>Related Item: File 14-043-3</p>	<p><u>SUMMARY OF KEY ITEMS</u></p> <ol style="list-style-type: none"> Whether to approve a request to change the General Plan designation of the subject lot from Commercial to Light Industrial. <p><u>MOTION</u></p> <p>I move to (<i>approve, deny, continue</i>) the applicant's request to change the General Plan designation of the lot identified by Utah County Parcel #38:425:0008 from Commercial to Light Industrial, with the following conditions (if any):</p> <ol style="list-style-type: none"> The site must meet MC zone architectural requirements. The site must include a convenience store/gas station component along 600 South frontage.
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OVERVIEW

The applicant proposes to develop the parcels with a site configuration similar to the site plan concept in attachment 4. The southernmost structure that fronts along 600 South will be a gasoline service station. The northernmost structure will be office/warehousing space and will have an architectural design similar to the design portrayed in attachment 5. Further details about the applicant's proposal are in attachment 3 below.

The current zoning (CG-A8) allows for gasoline service stations, but does not permit office/warehousing uses. Initially, staff advised the applicant that the mixed commercial general plan/zone designations would best accommodate their proposal. Upon further review, it was identified that the minimum zone area for the Mixed Commercial zone is 15 acres. This request would not satisfy the 15 acre requirement. Consequently, staff advised the applicant that a general plan/zone change to Light industrial would comply with code requirements and still allow the applicant to develop the site according to their plans.

City Code requires that any zone change must be consistent with the City's General Plan Designation. The current General Plan designation is Commercial. The applicant is requesting that the General Plan designation be changed to Light Industrial to permit the zone change and allow their desired uses.

FINDINGS OF FACT

1. The General Plan currently designates the property under the category of Commercial. This category includes retail and service oriented businesses, and shopping centers that serve community and regional needs.
2. The applicant requests that the General Plan designation of the property be changed to Light Industrial, which accommodates manufacturing, industrial processes, and warehousing uses not producing objectionable effects. The Light Industrial designation also allows some appropriate related retail uses such as gasoline service stations.

ANALYSIS

1. Relevant General Plan policies to consider in determining whether the requested change will be in the public interest:
 - a. It is the purpose of the industrial to provide for employment and manufacture of materials which are essential to the economy of Lindon City and to provide areas in appropriate locations where a combination of research and development, manufacturing, and industrial processing and warehousing may be conducted.
 - b. The goal of industrial development is to promote employment opportunities, quality businesses, and environmentally clean industrial and technology development which will provide a diversified economic base and will complement local retail, commercial, and industrial establishments in harmony with the community's overall country image and identity as reflected in the Community Vision Statement.
 - i. Objectives of this goal are to:
 1. Encourage the development of high quality, aesthetically pleasing business park areas incorporating major landscape features.
 2. Identify those areas most appropriate for business park development in future growth areas, such as major highway access areas.
 3. Establish and enforce standards with respect to environmental concerns such as; noise, air quality, odor and visual.
 4. Increase the city's business base in the technology sector, building on the existing base and growing technology infrastructure, and consider expanding the Research and Development zones.
 - c. Applicable city-wide land use guidelines:
 - i. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
 - ii. Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available.
 - iii. Commercial and industrial uses should be highly accessible, and developed compatibly with the uses and character of surrounding districts.

MOTION

I move to (*approve, deny, continue*) the applicant's request to change the General Plan designation of the lot identified by Utah County Parcel #38:425:0008 from Commercial to Light Industrial, with the following conditions (if any):

1. The site must meet MC zone architectural requirements.
2. The site must include a convenience store/gas station component along 600 South frontage.

ATTACHMENTS

1. Aerial photo of the proposed area to be re-classified.
2. Photographs of the existing site.
3. Applicant's Proposal.
4. Conceptual Site Plan.
5. Conceptual Architectural Renderings.

Subject Property of Request

LI

PC-1

PC-2

CG

CG-A8

GENEVA

600 SOUTH

600 South

800 WEST

I-15

I-15



328

347

795

530

530

526

339

426

456

496

425

439

463

517

543

844

844

840

426

464

518

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662

1645









Attachment 3



MEMORANDUM

TO: Lindon City
FROM: Colmena Group
DATE: 10/14/14
SUBJECT: Lindon Parcel Geneva Road and 1600

To whom it may concern:

Attached you will find a Land Use Application for a Zone change on parcel # 38-425-0008. It is proposed that the current zoning (CG-A8) be changed to Mixed Commercial zoning. The following is an explanation of the request.

Summary:

The subject site is approximately 5.8 acres located along Geneva Road and 1600 N on the NW corner of the intersection. The parcel is the only parcel located in Lindon City in the Eastlake Industrial/Business Park the others are all located in Vineyard. The uses in the park are considered to be Industrial, Transportation and Warehousing with a component of Office included in the buildings. There has been a recent increase of interest in the area and the users looking are primarily seeking space that is similar to the current uses.

Colmena Group is currently under contract with Anderson Development Company to buy the subject parcel. As part of our planning for the parcel, we have had discussions with a well known Gas Station operator to put a service station on the corner of the site. This would be a great addition to the area and will provide a nice entry way into the Eastlake Park. Gas Stations are currently permitted uses under CG-A8 zoning. As evidenced by the site plan (attached) you can see that the remaining 4 acres of the parcel are located in the back of the site with no access along Geneva Road. Under the current zoning the site is only permitted to have retail or office space. In our discussions with retailers and office users there is

no interest to be located along Geneva Road with no access while next to Heavier Industrial users. This creates a problem for office users also for the same reasons.

One segment of the market that thrives in conditions like this are Flex Office/Warehouse tenants. They are companies such as Zija who recently located a large facility 200 yards away along 1600 N. They are a perfect fit for that site and have created a great looking building while at the same time allowing the company to perform office and distribution out of the same facility.

We hope to have the same uses approved on this parcel through a Mixed Commercial rezoning. This would be the best use for the site while integrating with the current uses in the area. It is much more consistent with the other current uses and the projected uses in the future in the Eastlake Park.

We have included renderings of the contemplated buildings to be located behind the gas station. They are high quality looking buildings that look like a retail storefront with windows and architectural themes on the façade. The front portion of the buildings will be used as office space while the back of the buildings will be warehousing and distribution space for small companies who will occupy 5-10K square feet of space each. This will be a benefit to the area and will raise the bar for the remainder of the project. They will be a great addition to the area while providing jobs and work locations west of I-15.

We look forward to any questions, comments or discussion.

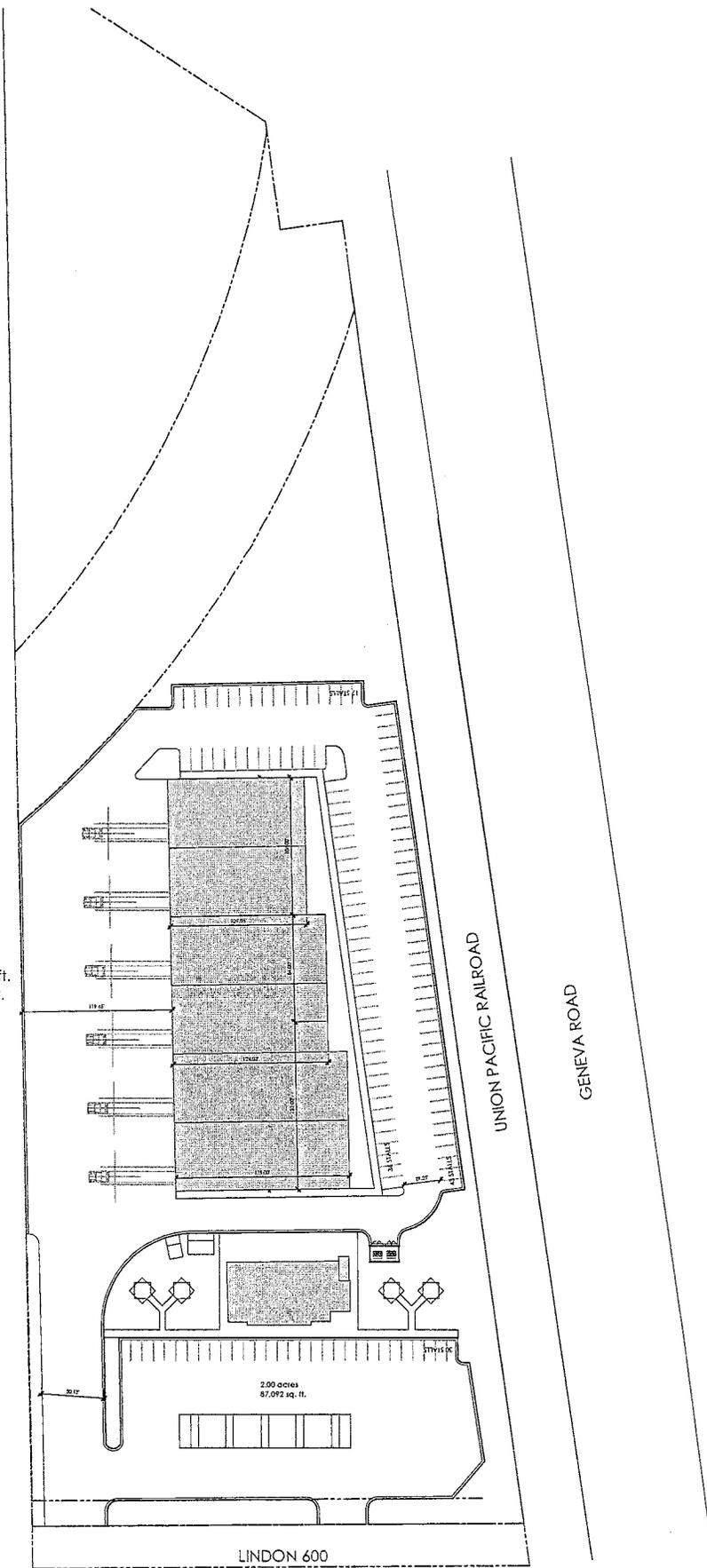
Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Stevenson', with a long horizontal line extending to the right.

Bryan Stevenson

Colmena Group

LOT AREA: 165,093 sq. ft.
BUILDING FOOTPRINT: 40,185 sq. ft.



LINDON 600
SOUTH
(VINEYARD
1600 NORTH)



7. Public Hearing — Zone Map Amendment: Colmena Group, ~ 600 S. & Geneva Rd. (15 minutes)

Bryan Stevenson of Colmena Group requests a Zone Map amendment to change the zoning designation of property located at approximately 600 South and Geneva Road from General Commercial A8 (CG-A8) to Light Industrial (LI). The applicant intends to establish retail and office\warehousing uses on the site. The Planning Commission recommends approval with conditions.

(See attached Staff Report info.)

Public Hearing — Zone Map Amendment — Colmena Group, approx. 600 South & Geneva Rd.

Bryan Stevenson of Colmena Group requests a Zone Map amendment to change the zoning designation of property located at approximately 600 South and Geneva Road from General Commercial A8 (CG-A8) to Light Industrial (LI). The applicant intends to establish retail and office\warehousing uses on the site. File 14-043-3.

<p>Applicant: Bryan Stevenson of Colmena Group Presenting Staff: Jordan Cullimore</p> <p>General Plan: Commercial Current Zone: General Commercial A8 (CG-A8)</p> <p>Property Owner(s): Anderson Geneva Development, Inc. Address: ~600 South Geneva Rd. Parcel ID: 38:425:0008 Lot Size: 5.83 acres</p> <p>Type of Decision: Legislative Recommendation: Recommended approval with two conditions.</p> <p>Related Item: File 14-042-6</p>	<p><u>SUMMARY OF KEY ISSUES</u></p> <ol style="list-style-type: none"> Whether to approve a request to change the Zoning designation of the subject lot from General Commercial A8 (CG-A8) to Light Industrial (LI). <p><u>MOTION</u></p> <p>I move to (<i>approve, deny, continue</i>) the applicant's request to change the zoning designation of the lot identified by Utah County Parcel #38:425:0008 from General Commercial A8 (CG-A8) to Light Industrial (LI) with the following conditions (if any):</p> <ol style="list-style-type: none"> The site must meet MC zone architectural requirements. The site must include a convenience store/gas station component along 600 South frontage.
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OVERVIEW

The applicant proposes to develop the parcels with a site configuration similar to the site plan concept in attachment 4. The southernmost structure that fronts along 600 South will be a gasoline service station. The northernmost structure will be office/warehousing space and will have an architectural design similar to the design portrayed in attachment 5. Further details about the applicant's proposal are in attachment 3 below.

The current zoning (CG-A8) allows for gasoline service stations, but does not permit office/warehousing uses. Initially, staff advised the applicant that the mixed commercial general plan/zone designations would best accommodate their proposal. Upon further review, it was identified that the minimum zone area for the Mixed Commercial zone is 15 acres. This request would not satisfy the 15 acre requirement. Consequently, staff advised the applicant that a general plan/zone change to Light Industrial would comply with code requirements and still allow the applicant to develop the site according to their plans. This is a request to change the zoning from General Commercial A8 (CG-A8) to Light Industrial (LI).

FINDINGS OF FACT

- The current general plan designation does not permit the subject lot to be rezoned from CG-A8 to LI. This item is contingent upon the approval, by the City Council, of Item 4 involving the General Plan designation of the lot.

ANALYSIS & CONCLUSIONS

- Subsection 17.04.090(2) of the Lindon City Code establishes the factors to review when considering a request for a zone change. The subsection states that the “planning commission shall recommend adoption of a proposed amendment only where the following findings are made:
 - The proposed amendment is in accord with the master plan of Lindon City;
 - Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of the division.”
- The stated purpose of the General Commercial Zone is to “promote commercial and service uses for general community shopping.” Further, the “objective in establishing commercial zones is to provide areas within the City where commercial and service uses may be located.”
- The purpose of the Light Industrial Zone is to “provide areas in appropriate locations where light manufacturing, industrial processes and warehousing not producing objectionable effects may be established, maintained, and protected.”

MOTION

I move to (*approve, deny, continue*) the applicant’s request to change the zoning designation of the lot identified by Utah County Parcel #38:425:0008 from General Commercial A8 (CG-A8) to Light Industrial (LI) with the following conditions (if any):

1. The site must meet MC zone architectural requirements.
2. The site must include a convenience store/gas station component along 600 South frontage.

ATTACHMENTS

1. Aerial photo of the proposed area to be re-classified.
2. Photographs of the existing site.
3. Applicant’s Proposal.
4. Conceptual Site Plan.
5. Conceptual Architectural Renderings.

8. Recess to Lindon City Redevelopment Agency (RDA) Meeting*(20 minutes)*

Sample Motion: I move to recess the Lindon City Council meeting and convene the Lindon City Redevelopment Agency meeting.

See attached RDA meeting agenda items.

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

Notice of Meeting of the Lindon City Redevelopment Agency



The Lindon City Redevelopment Agency (RDA) will hold a meeting beginning at **7:30 p.m.**, or as soon thereafter as possible, on **Wednesday, November 5, 2014** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

Conducting: Jeff Acerson, Chairman

(Review times are estimates only)

1. **Call to Order / Roll Call** *(5 minutes)*
2. **Approval of minutes from June 17, 2014** *(5 minutes)*
3. **Action Item – 700 North CDA Agreement with Utah County (Resolution #2014-2-RDA)** *(10 minutes)*

The Redevelopment Agency of Lindon City will review and consider approval of Resolution #2014-2-RDA to adopt the interlocal cooperation agreement between the Agency and Utah County for the collection and remittance of incremental property taxes collected from property within the 700 North Community Development Project Area. Utah County has approved the interlocal agreement.

4. **Action Item – 700 North CDA Agreement with Central Utah Water Conservancy District (Resolution #2014-3-RDA)** *(5 minutes)*

The Redevelopment Agency of Lindon City will review and consider approval of Resolution #2014-3-RDA to adopt the interlocal cooperation agreement between the Agency and Central Utah Water Conservancy District for the collection and remittance of incremental property taxes collected from property within the 700 North Community Development Project Area. Central Utah Water Conservancy District has approved the interlocal agreement.

5. **Action Item – 700 North CDA Agreement with North Utah County Water Conservancy District (Resolution #2014-4-RDA)** *(5 minutes)*

The Redevelopment Agency of Lindon City will review and consider approval of Resolution #2014-4-RDA to adopt the interlocal cooperation agreement between the Agency and North Utah County Water Conservancy District for the collection and remittance of incremental property taxes collected from property within the 700 North Community Development Project Area. North Utah County Water Conservancy District has approved the interlocal agreement.

Adjourn and reconvene the Lindon City Council meeting.

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

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

Posted By: Kathy Moosman
Time: ~11:00 a.m.

Date: October 31, 2014
Place: Lindon City Center, Lindon Police Dept, Lindon Community Center

The Lindon City Redevelopment Agency held a meeting on **Tuesday, June 17, 2014** beginning at 12:18 a.m. in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

Conducting: Jeff Acerson, Chairperson

PRESENT

ABSENT

- Jeff Acerson, Chairperson
- Randi Powell, Boardmember
- Matt Bean, Boardmember
- Jake Hoyt, Boardmember
- Van Broderick, Boardmember
- Carolyn Lundberg, Boardmember
- Adam Cowie, Executive Secretary
- Kathryn Moosman, City Recorder

COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING OF THE LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY REDEVELOPMENT AGENCY AT 12:18 A.M. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

MINUTES – The minutes of the meeting of September 3, 2013 were reviewed.

BOARDMEMBER BRODERICK MOVED TO APPROVE THE MINUTES OF THE RDA MEETING OF SEPTEMBER 3, 2013 AS WRITTEN. BOARDMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- BOARDMEMBER POWELL AYE
- BOARDMEMBER BEAN AYE
- BOARDMEMBER BRODERICK AYE
- BOARDMEMBER HOYT AYE
- BOARDMEMBER LUNDBERG AYE

THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS –

1. **Public Hearing** – *Final Budget for Fiscal Year 2014-2015 (Resolution 2014-1-RDA)*. The Board of Directors will receive public comment on the final Lindon City Redevelopment Agency (RDA) budget for fiscal year 2014-2015. The tentative RDA budget was adopted on May 6, 2014. Additional budget committee meetings, public hearings and public work sessions have been held where budget issues were discussed in detail. The Board of Directors will act to approve the final budget for fiscal year 2014-2015, amend the budget for fiscal year 2014-2015, and approve an agreement for services between the RDA and Lindon City for administrative services.

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

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The Board reviewed the final RDA Budget Document for fiscal year 2014-2015.
6 Mr. Cowie explained that the final Budget for fiscal year 2014/2015 includes the
Redevelopment Agency funds for three RDA Special Districts. He noted the new CDA
8 on 700 North will come forward once funds start coming in but is not currently in the
budget. The RDA District No. 3 (Home Depot, Gateway) has several more years left on it
10 and we are continuing to look at projects there. The West Side RDA District term has
expired and is no longer collecting new funds, but still has funds to expend on projects.

12 Mr. Cowie further explained the State Street District RDA has a distinct boundary
design with the primary purpose being to utilize the funds for site design and re-
14 construction when looking at the public safety building. Mr. Cowie noted a few minor
projects were completed last fiscal year with nothing significant planned for this current
16 year on the State Street projects.

18 Chairperson Acerson called for any public comment. Hearing no public comment
he called for a motion to close the public hearing.

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

24 Chairperson Acerson called for any comments or discussion from the Board.
Hearing no further comments he called for a motion.

26
BOARDMEMBER POWELL MOVED TO ACCEPT AND ADOPT
28 RESOLUTION #2014-1-RDA, THE FINAL RDA BUDGET FOR FISCAL YEAR
2014/2015. BOARDMEMBER BRODERICK SECONDED THE MOTION. THE
30 VOTE WAS RECORDED AS FOLLOWS:

- 32 BOARDMEMBER POWELL AYE
- BOARDMEMBER BEAN AYE
- BOARDMEMBER BRODERICK AYE
- 34 BOARDMEMBER HOYT AYE
- BOARDMEMBER LUNDBERG AYE

36 THE MOTION CARRIED UNANIMOUSLY.

38 Chairperson Acerson called for a motion to adjourn the RDA meeting.

40 **ADJOURN** -

42 BOARDMEMBER POWELL MOVED TO ADJOURN THE MEETING OF
THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON
44 CITY COUNCIL AT 12:25 A.M. BOARDMEMBER HOYT SECONDED THE
MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – November 5, 2014

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Adam Cowie, Executive Secretary

Jeff Acerson, Chairperson

DRAFT

RDA Item 3. Action Item – 700 North CDA Agreement with Utah County (Resolution #2014-2-RDA)
(10 minutes)

The Redevelopment Agency of Lindon City will review and consider approval of Resolution #2014-2-RDA to adopt the interlocal cooperation agreement between the Agency and Utah County for the collection and remittance of incremental property taxes collected from property within the 700 North Community Development Project Area. Utah County has approved the interlocal agreement.

(See attached Staff Report info.)

Sample Motion: I move to (approve, deny, continue) Resolution #2014-2-RDA establishing an interlocal agreement with Utah County.

RESOLUTION NO. 2014-2-RDA

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF LINDON CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND UTAH COUNTY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of Lindon City, Utah (the “Agency”) and Utah County (the “County”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the County whereby the County would remit to the Agency a portion of the property tax increment generated within the 700 North Community Development Project Area, (the “Project Area”) which would otherwise flow to the County, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the County, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of Lindon City, Utah this ____ day of _____, 2014.

Chair, Redevelopment Agency of Lindon City

Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 29th day of October, 2013, by and between the **REDEVELOPMENT AGENCY OF LINDON CITY**, a community development and renewal agency and political subdivision of the State of Utah (the "Agency"), and **UTAH COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Lindon City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency has created the 700 North Community Development Project Area (the "Project Area"), through the adoption of the 700 North Community Development Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into office and commercial retail uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide infrastructure improvements in the Project Area, including the construction of streets, sidewalks, trails, culinary water, sanitary sewer, storm drain, street lighting, telecomm conduit, landscaping, etc; and the City or Agency may assemble land within the Project Area to incentivize development activity with lower land prices and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, historically, the Project Area has generated a total of \$176,834 per year in property taxes for the various taxing entities, including Lindon City (the "City"), Utah County (the "County"), Alpine School District (the "School District"), and other Special Service Districts ("SSD"); and

G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$2,986,693 per year; and

H. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the citizens of the County for the County to remit such payments to the Agency in order to permit the Agency to provide assistance as an incentive for the construction of the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience related to the creation of community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Agency has also created the 700 North Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its citizens to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2012, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2012 Utah County assessment rolls for all property located within the Project Area (*which is currently estimated to be \$13,898,728, but is subject to final adjustment and verification by the County and Agency*).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies.
5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but shall be no later than 2018. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty.
6. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 50% of the annual Tax Increment generated from the Project Area. The County is authorized and instructed to pay 50% of the Tax Increment to the Agency annually. The remaining 50% portion of the Tax Increment will remain with the County for distribution to the appropriate local taxing entities.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the City, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.
8. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on an annual basis from and including Year One through and including Year Twenty.
9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to County:
 Utah County
 Attn: Utah County Commission
 100 E. Center Street, Suite 2300
 Provo, UT 84606
 Facsimile: (801) 851-8146

If to Agency:
 Redevelopment Agency of Lindon City
 Attn: Agency Board
 100 N State Street
 Lindon, UT 84042
 Facsimile: (801) 785-4510

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

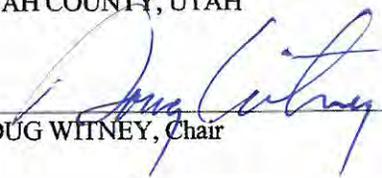
15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, the Agency's obligation to pay the Project Property Tax Payments to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH



DOUG WITNEY, Chair

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: 

Deputy

Reviewed as to proper form and compliance with applicable law:

By: 

Deputy Utah County Attorney

Agency: REDEVELOPMENT AGENCY OF LINDON CITY

By: _____
JAMES A. DAIN, Chair

ATTEST:

By: _____
Adam M. Cowie, Secretary

Reviewed as to proper form and compliance with applicable law:

By: _____
Brian K. Haws, Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

The overall boundary of the Utah County Parcels identified by the following serial numbers: 140460186, 140460189, 140460221, 140460222, 140460223, 140460225, 140530036, 140530042, 140530048, 140530049, 140530050, 140530061, 140530101, 140530108, 140530122, 140530124, 140530126, 140530128, 140530137, 140530140, 140530142, 140530144, 140530148, 140530149, 140530154, 140640012, 140640017, 140640068, 140460188, 140530120, 140530121, 140530123, 140530125, 140530139, 140530141, 140530143, 140500006, 140500050, 140500051, 140500052, 140570052, 140570057, 140570061, 140570073, 140600049, 140600062, 140630046, 140630047, 140630048, 140630061, 472540001, 472540002, 472540003, 472540004, 140500046, 140500048, 140570054, 140600051, 140600061, 472540006, and 472540005, and more particularly described as follows: beginning at a point located North 354.71 feet and West 593.83 feet from the Southwest Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°00'01" East 437.18 feet; thence West 10.86 feet; thence South 89°59'58" West 319.03 feet; thence South 00°08'57" East 2.62 feet; thence North 89°06'48" West 213.45 feet; thence South 00°12'07" West 490.89 feet; thence South 00°12'50" West 67.42 feet; thence South 00°12'05" West 288.47 feet; thence South 89°59'51" West 500.98 feet; thence North 00°21'43" East 183.36 feet; thence North 87°09'08" West 34.72 feet; thence North 87°08'53" West 17.51 feet; thence North 00°02'25" East 1319.92 feet; thence South 89°59'38" West 24.33 feet; thence North 00°00'03" West 639.81 feet; thence South 89°59'54" East 61.18 feet; thence East 390.59 feet; thence North 00°24'34" East 21.23 feet; thence North 89°32'28" East 661.61 feet; thence South 00°10'18" East 6.47 feet; thence East 8.18 feet; thence North 00°00'01" West 265.35 feet; thence South 89°59'24" East 916.25 feet; thence South 89°59'21" East 1638.06 feet; thence South 89°42'00" East 464.89 feet; thence South 89°43'31" East 220.48 feet; thence South 00°20'33" East 1.12 feet; thence South 89°46'10" East 488.17 feet; thence South 89°44'59" East 67.13 feet; thence South 89°37'56" East 381.35 feet; thence South 84°53'31" East 70.04 feet; thence South 89°42'44" East 821.14 feet; thence North 89°56'29" East 52.44 feet; thence North 89°55'52" East 234.51 feet; thence North 89°58'46" East 10.38 feet; thence North 00°25'29" East 0.18 feet; thence South 89°40'40" East 585.10 feet; thence South 44°59'54" East 0.05 feet; thence South 89°41'30" East 28.41 feet; thence South 44°59'57" East 269.55 feet; thence South 45°00'14" East 64.47 feet; thence South 02°59'00" East 51.00 feet; thence North 86°11'20" East 27.52 feet; thence South 00°19'15" West 57.94 feet; thence South 89°21'04" West 14.13 feet; thence South 13°47'08" East 130.61 feet; thence South 15°55'58" East 8.63 feet; thence South 20°42'21" East 8.59 feet; thence North 88°59'54" East 0.30 feet; thence South 11°04'34" East 8.54 feet; thence South 20°59'01" East 8.53 feet; thence South 30°53'27" East 8.54 feet; thence South 40°47'57" East 8.53 feet; thence South 50°42'27" East 8.53 feet; thence South 60°36'57" East 8.53 feet; thence South 01°39'13" East 225.36 feet; thence South 88°21'39" West 399.07 feet; thence South 00°22'09" East 149.69 feet; thence South 87°29'39" West 472.29 feet; thence South 04°19'30" East 850.82 feet; thence South 85°27'15" West 1388.68 feet; thence South 00°39'59" West 497.66 feet; thence North 07°45'00" West 509.80 feet; thence South 85°30'04" West 791.23 feet; thence North 15°20'28" West 4.54 feet; thence South 85°30'05" West 32.99 feet; thence North 00°00'01" West 33.11 feet; thence South 86°30'04" West 536.82 feet; thence South 00°00'01" East 32.32 feet; thence South 85°41'28" West 46.85 feet; thence South 85°43'35" West 472.98 feet; thence North 00°33'20" East 0.13 feet; thence South 85°43'38" West 56.71 feet; thence South 00°00'01" East 43.96 feet; thence North 89°59'56" West 431.23 feet; thence North 00°00'02" West 10.33 feet; thence South 85°30'02" West 483.81 feet; thence North 00°00'01" West 26.19 feet; thence West 12.67 feet; thence South 84°33'09" West 45.44 feet; thence North 02°42'50" East 30.89 feet; thence North 00°51'47" West 950.24 feet; thence South 88°07'40" West 1120.15 feet to the point of beginning.

Parcel contains 282.883 Acres.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

***RDA Item 4. Action Item – 700 North CDA Agreement with Central Utah Water Conservancy District
(Resolution #2014-3-RDA)*** *(5 minutes)*

The Redevelopment Agency of Lindon City will review and consider approval of Resolution #2014-3-RDA to adopt the interlocal cooperation agreement between the Agency and Central Utah Water Conservancy District for the collection and remittance of incremental property taxes collected from property within the 700 North Community Development Project Area. Central Utah Water Conservancy District has approved the interlocal agreement.

(See attached Staff Report info.)

Sample Motion: I move to (approve, deny, continue) Resolution #2014-3-RDA establishing an interlocal agreement with Central Utah Water Conservancy District.

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the **REDEVELOPMENT AGENCY OF LINDON CITY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “District”) in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Lindon City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and
- C. **WHEREAS**, the Agency has created the 700 North Community Development Project Area (the “Project Area”), through the adoption of the 700 North Community Development Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into office and commercial retail uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide infrastructure improvements in the Project Area, including the construction of streets, sidewalks, trails, culinary water, sanitary sewer, storm drain, street lighting, telecomm conduit, landscaping, etc; and the City or Agency may assemble land within the Project Area to incentivize development activity with lower land prices and to promote higher and more beneficial uses of land within the Project Area; and
- F. **WHEREAS**, historically, the Project Area has generated a total of \$176,834 per year in property taxes for the various taxing entities, including Lindon City (the “City”), Utah County (the “County”), Alpine School District (the “School District”), and other Special Service Districts (“SSD”); and
- G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$2,986,693 per year; and

H. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the District for the District to remit such payments to the Agency in order to permit the Agency to provide assistance as an incentive for the construction of the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience related to the creation of community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Agency has also created the 700 North Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.
2. **Offset of Development Costs and Expenses.** The District has determined that it is in its best interests to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.
3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2012, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2012 Utah County assessment rolls for all property located within the Project Area (*which is currently estimated to be \$13,898,728, but is subject to final adjustment and verification by the County and Agency*).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies.
5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but shall be no later than 2018. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty.
6. **Total Payment to Agency.** The District shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 50% of the annual Tax Increment generated from the Project Area. The District is authorized and instructed to pay 50% of the Tax Increment to the Agency annually. The remaining 50% portion of the Tax Increment will remain with the District.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.
8. **No Independent Duty.** The District shall be responsible to remit to the Agency only Tax Increment actually received by the County. The District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the District on an annual basis from and including Year One through and including Year Twenty.
9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to District:
 Central Utah Water Conservancy District
 Attn: Board of Trustees
 355 W. University Parkway
 Orem, UT 84058
 Facsimile: (801) 226-7171

If to Agency:
 Redevelopment Agency of Lindon City
 Attn: Agency Board
 100 N State Street
 Lindon, UT 84042
 Facsimile: (801) 785-4510

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, the Agency's obligation to pay the Project Property Tax Payments to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

- b.** This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c.** A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d.** The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e.** Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f.** Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g.** This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

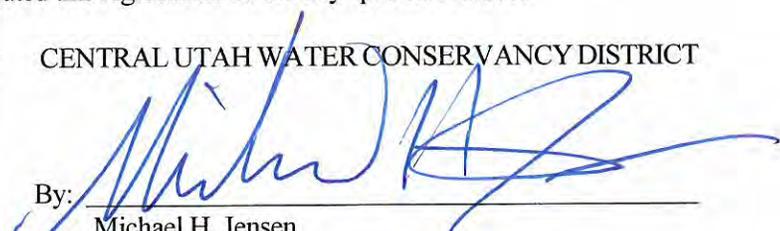
IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

District: CENTRAL UTAH WATER CONSERVANCY DISTRICT

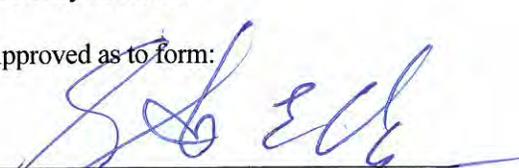
Attest:


Don Christiansen
Secretary/Treasurer

By:


Michael H. Jensen
Its: President

Approved as to form:


Attorney for Central Utah Water Conservancy District

Agency: REDEVELOPMENT AGENCY OF LINDON CITY

Attest:

Adam M. Cowie
Secretary

By:

James A. Dain
Its: Chair

Approved as to form:

Brian K. Haws
Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

The overall boundary of the Utah County Parcels identified by the following serial numbers: 140460186, 140460189, 140460221, 140460222, 140460223, 140460225, 140530036, 140530042, 140530048, 140530049, 140530050, 140530061, 140530101, 140530108, 140530122, 140530124, 140530126, 140530128, 140530137, 140530140, 140530142, 140530144, 140530148, 140530149, 140530154, 140640012, 140640017, 140640068, 140460188, 140530120, 140530121, 140530123, 140530125, 140530139, 140530141, 140530143, 140500006, 140500050, 140500051, 140500052, 140570052, 140570057, 140570061, 140570073, 140600049, 140600062, 140630046, 140630047, 140630048, 140630061, 472540001, 472540002, 472540003, 472540004, 140500046, 140500048, 140570054, 140600051, 140600061, 472540006, and 472540005, and more particularly described as follows: beginning at a point located North 354.71 feet and West 593.83 feet from the Southwest Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°00'01" East 437.18 feet; thence West 10.86 feet; thence South 89°59'58" West 319.03 feet; thence South 00°08'57" East 2.62 feet; thence North 89°06'48" West 213.45 feet; thence South 00°12'07" West 490.89 feet; thence South 00°12'50" West 67.42 feet; thence South 00°12'05" West 288.47 feet; thence South 89°59'51" West 500.98 feet; thence North 00°21'43" East 183.36 feet; thence North 87°09'08" West 34.72 feet; thence North 87°08'53" West 17.51 feet; thence North 00°02'25" East 1319.92 feet; thence South 89°59'38" West 24.33 feet; thence North 00°00'03" West 639.81 feet; thence South 89°59'54" East 61.18 feet; thence East 390.59 feet; thence North 00°24'34" East 21.23 feet; thence North 89°32'28" East 661.61 feet; thence South 00°10'18" East 6.47 feet; thence East 8.18 feet; thence North 00°00'01" West 265.35 feet; thence South 89°59'24" East 916.25 feet; thence South 89°59'21" East 1638.06 feet; thence South 89°42'00" East 464.89 feet; thence South 89°43'31" East 220.48 feet; thence South 00°20'33" East 1.12 feet; thence South 89°46'10" East 488.17 feet; thence South 89°44'59" East 67.13 feet; thence South 89°37'56" East 381.35 feet; thence South 84°53'31" East 70.04 feet; thence South 89°42'44" East 821.14 feet; thence North 89°56'29" East 52.44 feet; thence North 89°55'52" East 234.51 feet; thence North 89°58'46" East 10.38 feet; thence North 00°25'29" East 0.18 feet; thence South 89°40'40" East 585.10 feet; thence South 44°59'54" East 0.05 feet; thence South 89°41'30" East 28.41 feet; thence South 44°59'57" East 269.55 feet; thence South 45°00'14" East 64.47 feet; thence South 02°59'00" East 51.00 feet; thence North 86°11'20" East 27.52 feet; thence South 00°19'15" West 57.94 feet; thence South 89°21'04" West 14.13 feet; thence South 13°47'08" East 130.61 feet; thence South 15°55'58" East 8.63 feet; thence South 20°42'21" East 8.59 feet; thence North 88°59'54" East 0.30 feet; thence South 11°04'34" East 8.54 feet; thence South 20°59'01" East 8.53 feet; thence South 30°53'27" East 8.54 feet; thence South 40°47'57" East 8.53 feet; thence South 50°42'27" East 8.53 feet; thence South 60°36'57" East 8.53 feet; thence South 01°39'13" East 225.36 feet; thence South 88°21'39" West 399.07 feet; thence South 00°22'09" East 149.69 feet; thence South 87°29'39" West 472.29 feet; thence South 04°19'30" East 850.82 feet; thence South 85°27'15" West 1388.68 feet; thence South 00°39'59" West 497.66 feet; thence North 07°45'00" West 509.80 feet; thence South 85°30'04" West 791.23 feet; thence North 15°20'28" West 4.54 feet; thence South 85°30'05" West 32.99 feet; thence North 00°00'01" West 33.11 feet; thence South 86°30'04" West 536.82 feet; thence South 00°00'01" East 32.32 feet; thence South 85°41'28" West 46.85 feet; thence South 85°43'35" West 472.98 feet; thence North 00°33'20" East 0.13 feet; thence South 85°43'38" West 56.71 feet; thence South 00°00'01" East 43.96 feet; thence North 89°59'56" West 431.23 feet; thence North 00°00'02" West 10.33 feet; thence South 85°30'02" West 483.81 feet; thence North 00°00'01" West 26.19 feet; thence West 12.67 feet; thence South 84°33'09" West 45.44 feet; thence North 02°42'50" East 30.89 feet; thence North 00°51'47" West 950.24 feet; thence South 88°07'40" West 1120.15 feet to the point of beginning.

Parcel contains 282.883 Acres.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

RDA Item 5. Action Item – 700 North CDA Agreement with North Utah County Water Conservancy District (Resolution #2014-4-RDA) *(5 minutes)*

The Redevelopment Agency of Lindon City will review and consider approval of Resolution #2014-4-RDA to adopt the interlocal cooperation agreement between the Agency and North Utah County Water Conservancy District for the collection and remittance of incremental property taxes collected from property within the 700 North Community Development Project Area. North Utah County Water Conservancy District has approved the interlocal agreement.

(See attached Staff Report info.)

Sample Motion: I move to (approve, deny, continue) Resolution #2014-4-RDA establishing an interlocal agreement with North Utah County Water Conservancy District.

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 14 day of Nov, 2013, by and between the **REDEVELOPMENT AGENCY OF LINDON CITY**, a community development and renewal agency and political subdivision of the State of Utah (the "Agency"), and **NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the "District") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Lindon City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and
- C. **WHEREAS**, the Agency has created the 700 North Community Development Project Area (the "Project Area"), through the adoption of the 700 North Community Development Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into office and commercial retail uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide infrastructure improvements in the Project Area, including the construction of streets, sidewalks, trails, culinary water, sanitary sewer, storm drain, street lighting, telecomm conduit, landscaping, etc; and the City or Agency may assemble land within the Project Area to incentivize development activity with lower land prices and to promote higher and more beneficial uses of land within the Project Area; and
- F. **WHEREAS**, historically, the Project Area has generated a total of \$176,834 per year in property taxes for the various taxing entities, including the City, Utah County (the "County"), Alpine School District (the "School District"), and other Special Service Districts ("SSD"); and
- G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$2,986,693 per year; and

H. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the District for the District to remit such payments to the Agency in order to permit the Agency to provide assistance as an incentive for the construction of the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience related to the creation of community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Agency has also created the 700 North Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.
2. **Offset of Development Costs and Expenses.** The District has determined that it is in its best interests to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.
3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2012, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2012 Utah County assessment rolls for all property located within the Project Area (*which is currently estimated to be \$13,898,728, but is subject to final adjustment and verification by the County and Agency*).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies.
5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but shall be no later than 2018. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty.
6. **Total Payment to Agency.** The District shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 50% of the annual Tax Increment generated from the Project Area. The District is authorized and instructed to pay 50% of the Tax Increment to the Agency annually. The remaining 50% portion of the Tax Increment will remain with the District.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.
8. **No Independent Duty.** The District shall be responsible to remit to the Agency only Tax Increment actually received by the County. The District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the District on an annual basis from and including Year One through and including Year Twenty.
9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to District:
 North Utah County Water Conservancy District
 Attn: Board of Trustees
 75 N Center Street
 American Fork, UT 84003

If to Agency:
 Redevelopment Agency of Lindon City
 Attn: Agency Board
 100 N State Street
 Lindon, UT 84042
 Facsimile: (801) 785-4510

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, the Agency's obligation to pay the Project Property Tax Payments to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

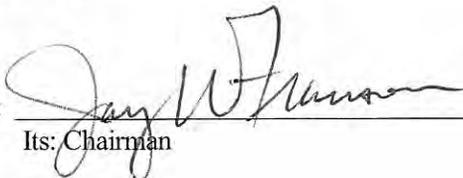
District: NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT

Attest:



Secretary

By:



Its: Chairman

Approved as to form:



Attorney for North Utah County Water Conservancy District

Agency: REDEVELOPMENT AGENCY OF LINDON CITY

Attest:

By:

James A. Dain
Its: Chair

Adam M. Cowie
Secretary

Approved as to form:

Brian K. Haws
Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

The overall boundary of the Utah County Parcels identified by the following serial numbers: 140460186, 140460189, 140460221, 140460222, 140460223, 140460225, 140530036, 140530042, 140530048, 140530049, 140530050, 140530061, 140530101, 140530108, 140530122, 140530124, 140530126, 140530128, 140530137, 140530140, 140530142, 140530144, 140530148, 140530149, 140530154, 140640012, 140640017, 140640068, 140460188, 140530120, 140530121, 140530123, 140530125, 140530139, 140530141, 140530143, 140500006, 140500050, 140500051, 140500052, 140570052, 140570057, 140570061, 140570073, 140600049, 140600062, 140630046, 140630047, 140630048, 140630061, 472540001, 472540002, 472540003, 472540004, 140500046, 140500048, 140570054, 140600051, 140600061, 472540006, and 472540005, and more particularly described as follows: beginning at a point located North 354.71 feet and West 593.83 feet from the Southwest Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°00'01" East 437.18 feet; thence West 10.86 feet; thence South 89°59'58" West 319.03 feet; thence South 00°08'57" East 2.62 feet; thence North 89°06'48" West 213.45 feet; thence South 00°12'07" West 490.89 feet; thence South 00°12'50" West 67.42 feet; thence South 00°12'05" West 288.47 feet; thence South 89°59'51" West 500.98 feet; thence North 00°21'43" East 183.36 feet; thence North 87°09'08" West 34.72 feet; thence North 87°08'53" West 17.51 feet; thence North 00°02'25" East 1319.92 feet; thence South 89°59'38" West 24.33 feet; thence North 00°00'03" West 639.81 feet; thence South 89°59'54" East 61.18 feet; thence East 390.59 feet; thence North 00°24'34" East 21.23 feet; thence North 89°32'28" East 661.61 feet; thence South 00°10'18" East 6.47 feet; thence East 8.18 feet; thence North 00°00'01" West 265.35 feet; thence South 89°59'24" East 916.25 feet; thence South 89°59'21" East 1638.06 feet; thence South 89°42'00" East 464.89 feet; thence South 89°43'31" East 220.48 feet; thence South 00°20'33" East 1.12 feet; thence South 89°46'10" East 488.17 feet; thence South 89°44'59" East 67.13 feet; thence South 89°37'56" East 381.35 feet; thence South 84°53'31" East 70.04 feet; thence South 89°42'44" East 821.14 feet; thence North 89°56'29" East 52.44 feet; thence North 89°55'52" East 234.51 feet; thence North 89°58'46" East 10.38 feet; thence North 00°25'29" East 0.18 feet; thence South 89°40'40" East 585.10 feet; thence South 44°59'54" East 0.05 feet; thence South 89°41'30" East 28.41 feet; thence South 44°59'57" East 269.55 feet; thence South 45°00'14" East 64.47 feet; thence South 02°59'00" East 51.00 feet; thence North 86°11'20" East 27.52 feet; thence South 00°19'15" West 57.94 feet; thence South 89°21'04" West 14.13 feet; thence South 13°47'08" East 130.61 feet; thence South 15°55'58" East 8.63 feet; thence South 20°42'21" East 8.59 feet; thence North 88°59'54" East 0.30 feet; thence South 11°04'34" East 8.54 feet; thence South 20°59'01" East 8.53 feet; thence South 30°53'27" East 8.54 feet; thence South 40°47'57" East 8.53 feet; thence South 50°42'27" East 8.53 feet; thence South 60°36'57" East 8.53 feet; thence South 01°39'13" East 225.36 feet; thence South 88°21'39" West 399.07 feet; thence South 00°22'09" East 149.69 feet; thence South 87°29'39" West 472.29 feet; thence South 04°19'30" East 850.82 feet; thence South 85°27'15" West 1388.68 feet; thence South 00°39'59" West 497.66 feet; thence North 07°45'00" West 509.80 feet; thence South 85°30'04" West 791.23 feet; thence North 15°20'28" West 4.54 feet; thence South 85°30'05" West 32.99 feet; thence North 00°00'01" West 33.11 feet; thence South 86°30'04" West 536.82 feet; thence South 00°00'01" East 32.32 feet; thence South 85°41'28" West 46.85 feet; thence South 85°43'35" West 472.98 feet; thence North 00°33'20" East 0.13 feet; thence South 85°43'38" West 56.71 feet; thence South 00°00'01" East 43.96 feet; thence North 89°59'56" West 431.23 feet; thence North 00°00'02" West 10.33 feet; thence South 85°30'02" West 483.81 feet; thence North 00°00'01" West 26.19 feet; thence West 12.67 feet; thence South 84°33'09" West 45.44 feet; thence North 02°42'50" East 30.89 feet; thence North 00°51'47" West 950.24 feet; thence South 88°07'40" West 1120.15 feet to the point of beginning.

Parcel contains 282.883 Acres.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

9. **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 |

10. Administrator's Report:

(30 minutes)

Misc Updates:

- October City newsletter:
<http://siterepository.s3.amazonaws.com/442/october14final.pdf>
- Land Use Project Tracking List – see attached.
- City Council call-up authority for PC items vs. appeal authority – need direction
- Ivory Homes development – status update
 - Task Force Meeting (DRC) – Thursday, Nov 20th at 1:00pm
 - Joint PC/CC plan review meeting: Tuesday, Dec 9th, 6-8pm
 - Amenities desired?
- New Business license report (see attached)
- Fire/EMS call report (see attached)
- Center Street lift station – progress report. Review diagrams and site plan issues.
- Employee compensation study – progress report
- 60 North cell tower – lease extension request from AT&T (pending additional info)
- Misc. Items:

Upcoming Meetings & Events:

- Newsletter Assignment: **Mayor Acerson** - January newsletter article. *Due by last week in December.*
- Nov 18th – 6:00pm work session. Annual Dept reviews w/Public Works and Parks Dept.
- Nov 20th – Ivory Homes Task Force meeting. Community Dev conf room 1-3pm. **Mayor, Matt, Carolyn**
- Nov 27th – Community Thanksgiving Dinner at Community Center
- Dec 1st – Tree Lighting Ceremony at Community Center
- Dec 8th @ Noon (special Monday mtg) – Engineering Coordination mtg @ Public Works. **Mayor, Van, ???**
- Dec 9th – Joint PC/CC work session w/Ivory Homes, 6-8pm

Future items:

- Employee Policy Manual updates
- Performance evaluations, compensation, and benefit studies

Adjourn

As of October 30, 2014

PROJECT TRACKING LIST

1 of 2

APPLICATION NAME	APPLICATION DATE	APPLICANT INFORMATION	PLANNING COMM.	CITY COUNCIL
			DATE	DATE
Ordinance changes: LCC 17.38 'Bonds for Completion of Improvements to Real Property'	January 2014	City Initiated	Mar. 11	TBD
<i>City initiated ordinance changes needed to bring code into compliance with current practices and State laws.</i>				
Zone Change: Old Town Square	Feb 1, 2012	Scott Larsen	Feb. 14, continued	Pending
<i>Request for approval of a zone change for two parcels located at 873 West Center Street from R1-20 (Residential Low) to LI (Light Industrial).</i>				
Property Line Adjustment: LBA Rentals	Mar 12, 2012	Lois Bown-Atheling	N/A	N/A
<i>Request for approval of a property line adjustment to clean up existing parcels lines for five parcels in the CG zone at 162 & 140 South Main Street. This project is in conjunction with the Castle Park project.</i>				
Ordinance changes: LCC 17.32, 17.58, 17.66.020 'Subdivisions'	Nov. 2012	City Initiated	Nov. 13, Dec. 11, Jan. 8, Jan. 22	TBD
<i>City initiated ordinance changes needed to bring code into compliance with current practices and State laws.</i>				
Site Plan: Lindon Senior Apartments	Sept. 2013	Matt Gneiting	TBD	TBD
<i>Request for site plan approval for senior housing apartments on State & Main</i>				
Amended Site Plan: Wasatch Ornamental Iron	June 2014	Melvin Radmall	N/A	N/A
<i>Request for staff approval of a 16x18 machine cover in the LI zone located at 310 North Geneva Road.</i>				
Reasonable Accommodation: Reflections Recovery	Sept. 2014	Ron Wentz	TBD	TBD
<i>Request for a reasonable accommodation from four to sixteen individuals for group living facilities for disabled persons. 145 S 200 E</i>				
Miscellaneous: UIS Detention Basin Upgrade	Sept. 2014	MS Properties	N/A	N/A
<i>Request for staff approval of an upgrade to a detention basin at 433 N 1030 W.</i>				
Property Line Adjustment	Oct. 2014	Steven Merrill	N/A	N/A
<i>Request for a property line adjustment at 455 E 500 N. Staff approved.</i>				
General Plan Map Amendment: Colmena Group	Oct. 2014	Bryan Stevenson	Oct. 28	Nov. 5
<i>Request for a General Plan Map Change from General Commercial to Light Industrial at ~600 South Geneva Road</i>				
Zone Map Amendment: Colmena Group	Oct. 2014	Bryan Stevenson	Oct. 28	Nov. 5
<i>Request for a Zone Map Change from General Commercial A8 to Light Industrial at ~600 South Geneva Road.</i>				
Conditional Use Permit: Planet Power Toys	Oct. 2014	Lynn A. Clingo	Nov. 11	N/A
<i>Request to operate a personal recreational vehicle dealership in the General Commercial Zone at 165 South State. ATVs, Boats, RVs, Used Cars</i>				
NOTE: This Project Tracking List is for reference purposes only. All application review dates are subject to change.				
PC / CC Approved Projects - Working through final staff & engineering reviews (site plans have not been finalized - or plat has not recorded yet):				
Stableridge Plat D	Tim Clyde – R2 Project		Old Station Square Lots 11 & 12	
AM Bank – Site Plan	Joyner Business Park, Lot 9 Site Plan		Olsen Industrial Park Sub, Plat A (Sunroc)	
Lindon Gateway II	Freeway Business Park II		Lindon Harbor Industrial Park II	
West Meadows Industrial Sub (Williamson Subdivision Plat A)	Keetch Estates Plat A		Highlands @ Bald Mountain Phased Sub	
Craig Olsen Site Plan	Avalon Senior Living Site Plan		Lakeside Business Park Plat A	
LCD Business Center	Sonic Plastics Site Plan		Green Valley Subdivision	
Long Orchard Subdivision	Noah's Life Site Plan		Noah's Life Subdivision	
Interstate Gratings Site Plan				
Bishop Corner Plat B				

Board of Adjustment		
Applicant	Application Date	Meeting Date
Black Scot Development	10.13.14	11.12.14

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

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

Planning Dept - Projects and Committees			
On-going activities (2014 yearly totals)	Misc. projects	UDOT / MAG projects	Committees
Building permits Issued: 188 New residential units: 49	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses:62	Lindon Hollow Creek-Corps of Eng., ditch relocation	Lindon Bicycle Master Plan	MAG Technical Advisory Committee: Monthly
Land Use Applications: 43	Lindon Heritage Trail Phase 3		Lindon Historic Preservation Commission: Bimonthly
Drug-free zone maps: 21	Gateway RDA improvements		North Utah County Transit Study Committee Monthly

New Business Licenses: July 1 - Sept 30, 2014

Acct #	Business Name	Business Address	Owner	Phone
2012	ASAYS AUTOS LLC	55 S STATE ST	ASAY, RICHARD	801-362-9783
2007	CRUMP ENTERPRISES INC	795 N STATE ST	CRUMP ENTERPRISES INC	801-380-7484
2007	CRUMP ENTERPRISES INC	795 N STATE ST	CRUMP ENTERPRISES INC	801-380-7484
2028	DANCE AWAY MAMA DRAMA	275 W 200 N #300	WILKES, CHELSEA	801-636-0212
2005	DCG COLLECTIONS	527 N 1790 W	CARTER, CALE	801-471-7227
2016	ELEVATE DANCE ACADEMY	31 S 1550 W #120	BALCER, JESSICA	801-616-2848
2021	EZ ROAD TEST LLC	140 S STATE ST	GALI, SIO	801-380-0458
2026	FOLEY, MITCHUM	325 S ORCHARD RD #2	SANDERS, JEFFERY T	801-261-3040
2015	HIGHCLASS MOTOR SPORTS INC	345 S GENEVA RD	JOHNSON, JEFFERY D	801-922-0023
2008	IVKINS, RAIVIS	1004 W 500 N	IVKINS, RAIVIS	385-207-4003
2024	JONES, MITCHELL	1034 E 75 S	SANDERS, JEFFERY T	801-261-3040
2025	JONES, TYLER	325 S ORCHARD DR #214	SANDERS, JEFFERY T	801-261-3040
2017	JYS CONSTRUCTION & DEVELOPMENT LLC	331 E 200 S	SEOW, JARED	801-368-5851
2018	LEDGE DANCEWEAR	55 N 1400 W #A	WALKER, ELIZABETH	801-592-9726
2004	LKS ENTERPRISES LLC	31 S 1550 W #110	SMITH, KURT	208-941-1245
2019	LOPEZ, ROMAN J	251 N 980 E	LOPEZ, ROMAN J	801-372-9742
2027	MORAN, JESSI	6126 ZODIAC DR	SANDERS, JEFFERY T	801-261-3040
2009	NEW STAR COMMUNICATIONS INTERNATIONAL	31 S 1550 W #101	CREER, BRAD	801-852-0804
2014	NEXT STEP REHAB	573 N 1660 W	BARTHOLOMEW, MICHAEL	801-636-7712
2023	NIXON, BURKE T	977 E 350 N	SANDERS, JEFFERY T	801-261-3040
2006	O'NEAL AQUATICS	31 S 1550 W	JONES, JOD & ROB	801-796-9673
2022	SANDERS, JEFFERY T	1543 N OAKRIDGE PARK DR	SANDERS, JEFFERY T	801-261-3040
2020	SEOTOWNCENTER INC	384 S 400 W #200	THORPE, TRAVIS	806-692-1326

Lindon Calls for Service								
Monthly Statistics - 2014								
	Engine 35 Responses in Lindon	Rescue 35 Responses in Lindon	Engine 35 Responses in Orem	Rescue 35 Responses in Orem	Mutual Aid - Engine 35	Mutual Aid - Rescue 35	Orem Sta. Responses in Lindon	Total Calls
<i>January</i>	23	22	33	41	1	1	20	141
<i>February</i>	20	21	28	37	0	0	7	113
<i>March</i>	38	36	28	30	1	1	25	159
<i>April</i>	31	30	28	34	0	0	10	133
<i>May</i>	36	32	19	29	2	1	12	131
<i>June</i>	36	32	21	34	1	1	13	138
<i>July</i>	28	27	25	33	4	2	22	141
<i>August</i>	33	32	26	37	1	1	10	140
<i>September</i>	37	40	14	27	0	0	12	130
<i>October</i>								
<i>November</i>								
<i>December</i>								
Total Calls	282	272	222	302	10	7	131	1226

Orem Fire

Orem, UT

This report was generated on 10/27/2014 11:07:06 AM



Incidents for Zone for Date Range

Zone: Station 5 Lindon Response - Responses in Lindon Boundaries | Start Date: 08/01/2014 | End Date: 08/31/2014

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-03113	320 - Emergency medical service, other	08/01/2014	847 E 300	E-35,R-35
2014-03130	321 - EMS call, excluding vehicle accident with injury	08/02/2014	585 N State ST	E-35,R-35
2014-03153	730 - System malfunction, other	08/03/2014	585 N State ST	E-35,R-35
2014-03168	322 - Motor vehicle accident with injuries	08/03/2014	25 S State ST	E-35,R-35
2014-03177	611 - Dispatched & cancelled en route	08/04/2014	400 W 600	E-35
2014-03194	733 - Smoke detector activation due to malfunction	08/05/2014	360 S Technology CT	BC-34,E-33,E-35,R-35
2014-03196	113 - Cooking fire, confined to container	08/05/2014	943 E Center ST	E-35
2014-03197	611 - Dispatched & cancelled en route	08/05/2014	1451 W 40	E-35,R-35
2014-03240	554 - Assist invalid	08/08/2014	323 E Browns Homestead LN	E-35,R-35
2014-03270	321 - EMS call, excluding vehicle accident with injury	08/09/2014	2130 W 600	BC-35,E-35,R-35
2014-03273	700 - False alarm or false call, other	08/09/2014	72 E 710	BC-35,E-33
2014-03284	321 - EMS call, excluding vehicle accident with injury	08/10/2014	140 N 1200	E-35,R-35
2014-03300	321 - EMS call, excluding vehicle accident with injury	08/11/2014	700 N Geneva RD	E-35,R-35
2014-03331	321 - EMS call, excluding vehicle accident with injury	08/14/2014	558 N 550	E-35,R-35
2014-03333	611 - Dispatched & cancelled en route	08/14/2014	528 W 200	R-35
2014-03337	321 - EMS call, excluding vehicle accident with injury	08/14/2014	375 N 1130	R-35
2014-03346	321 - EMS call, excluding vehicle accident with injury	08/15/2014	528 W 200	E-35,R-35
2014-03358	321 - EMS call, excluding vehicle accident with injury	08/15/2014	700 E 400	E-35,R-35
2014-03364	321 - EMS call, excluding vehicle accident with injury	08/16/2014	938 E 25	E-35,R-35

Only REVIEWED incidents included.



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INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-03372	321 - EMS call, excluding vehicle accident with injury	08/16/2014	585 N State ST	E-35,R-35
2014-03384	321 - EMS call, excluding vehicle accident with injury	08/18/2014	481 N 800	E-35,R-35
2014-03397	730 - System malfunction, other	08/19/2014	111 S Eagles Nest AVE	E-35,R-35
2014-03400	321 - EMS call, excluding vehicle accident with injury	08/19/2014	85 S 800	E-35,R-35
2014-03402	321 - EMS call, excluding vehicle accident with injury	08/19/2014	945 W 2000	E-35,R-35
2014-03420	321 - EMS call, excluding vehicle accident with injury	08/21/2014	87 S 800	E-35,R-35
2014-03423	324 - Motor vehicle accident with no injuries.	08/21/2014	550 N State ST	E-35,R-35
2014-03429	321 - EMS call, excluding vehicle accident with injury	08/22/2014	30 N Main ST	E-35,R-35
2014-03462	321 - EMS call, excluding vehicle accident with injury	08/25/2014	275 W 200	E-35,R-35
2014-03482	611 - Dispatched & cancelled en route	08/27/2014	235 N 910	E-35,R-35
2014-03494	321 - EMS call, excluding vehicle accident with injury	08/27/2014	942 E 155	E-35,R-35
2014-03512	131 - Passenger vehicle fire	08/28/2014	585 N State ST	E-35,R-35
2014-03548	321 - EMS call, excluding vehicle accident with injury	08/30/2014	464 N 1510	E-35,R-35
2014-03550	321 - EMS call, excluding vehicle accident with injury	08/31/2014	528 W 200	E-35,R-35
2014-03556	321 - EMS call, excluding vehicle accident with injury	08/31/2014	737 E 215	E-35,R-35
2014-03560	321 - EMS call, excluding vehicle accident with injury	08/31/2014	193 N 2000	E-35,R-35
2014-03562	411 - Gasoline or other flammable liquid spill	08/31/2014	271 W 570	E-35

Total # Incidents: 36

Only REVIEWED incidents included.



Orem Fire

Orem, UT

This report was generated on 10/27/2014 11:07:44 AM



Incidents for Zone for Date Range

Zone: Station 5 Lindon Response - Responses in Lindon Boundaries | Start Date: 09/01/2014 | End Date: 09/30/2014

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-03575	322 - Motor vehicle accident with injuries	09/01/2014	700 N Geneva RD	BC-33,E-35,R-32,R-33,R-35
2014-03627	321 - EMS call, excluding vehicle accident with injury	09/04/2014	149 S 300	E-35,R-35
2014-03633	322 - Motor vehicle accident with injuries	09/04/2014	720 N 650	E-35,R-35
2014-03638	700 - False alarm or false call, other	09/05/2014	97 S 900	E-32,R-32
2014-03647	324 - Motor vehicle accident with no injuries.	09/05/2014	555 S Geneva RD	E-35,EX-33,R-35
2014-03655	551 - Assist police or other governmental agency	09/05/2014	100 N State ST	E-35,R-35
2014-03693	321 - EMS call, excluding vehicle accident with injury	09/08/2014	320 W 600	E-35,R-35
2014-03733	321 - EMS call, excluding vehicle accident with injury	09/11/2014	535 S Lindon Park DR	E-35,R-35
2014-03748	733 - Smoke detector activation due to malfunction	09/12/2014	585 E 200	E-35
2014-03760	323 - Motor vehicle/pedestrian accident (MV Ped)	09/13/2014	700 N State ST	BC-33,E-35,R-32,R-35
2014-03774	321 - EMS call, excluding vehicle accident with injury	09/14/2014	2130 W 600	E-35,R-35
2014-03776	321 - EMS call, excluding vehicle accident with injury	09/15/2014	595 N Locust AVE	E-35,R-35
2014-03785	321 - EMS call, excluding vehicle accident with injury	09/15/2014	909 W 500	E-35,R-35
2014-03811	322 - Motor vehicle accident with injuries	09/17/2014	MM273 I15SB	E-33,R-33
2014-03824	118 - Trash or rubbish fire, contained	09/17/2014	2000 W 200	BC-34,E-32,E-33,E-35,R-31,R-32,R-33,R-35,T-31
2014-03866	322 - Motor vehicle accident with injuries	09/21/2014	27300 I-15 SB	E-35,EX-33,R-32,R-33,R-35
2014-03871	321 - EMS call, excluding vehicle accident with injury	09/21/2014	317 W 250	E-35,R-35
2014-03872	321 - EMS call, excluding vehicle accident with injury	09/21/2014	585 N State ST	E-32,R-32

Only REVIEWED incidents included.

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-03902	321 - EMS call, excluding vehicle accident with injury	09/24/2014	482 E 400	E-35,R-35
2014-03907	321 - EMS call, excluding vehicle accident with injury	09/24/2014	800 N 800	E-32,R-32
2014-03914	321 - EMS call, excluding vehicle accident with injury	09/25/2014	321 S 1250	E-33,E-35,R-33,R-35
2014-03928	735 - Alarm system sounded due to malfunction	09/26/2014	380 S Technology CT	E-35
2014-03931	321 - EMS call, excluding vehicle accident with injury	09/26/2014	546 E 400	E-35,R-35
2014-03935	323 - Motor vehicle/pedestrian accident (MV Ped)	09/26/2014	320 W 600 ST	E-35,R-35
2014-03951	561 - Unauthorized burning	09/27/2014	610 W 200	E-35,R-35
2014-03960	321 - EMS call, excluding vehicle accident with injury	09/28/2014	377 N 650	E-35,R-35
2014-03974	321 - EMS call, excluding vehicle accident with injury	09/29/2014	275 W 200	E-35,R-35
2014-03976	321 - EMS call, excluding vehicle accident with injury	09/29/2014	190 N CANAL DR	E-35,R-35
2014-03982	321 - EMS call, excluding vehicle accident with injury	09/29/2014	354 W 625	E-35,R-35
2014-03990	553 - Public service	09/30/2014	1756 W 410 ST	E-35
2014-03992	700 - False alarm or false call, other	09/30/2014	555 S Geneva RD	E-35
2014-03993	735 - Alarm system sounded due to malfunction	09/30/2014	380 S Technology CT	E-32,E-33,R-31,R-32,R-33,T-31
2014-03997	321 - EMS call, excluding vehicle accident with injury	09/30/2014	715 E 100	E-35,R-35

Total # Incidents: 33

Only REVIEWED incidents included.