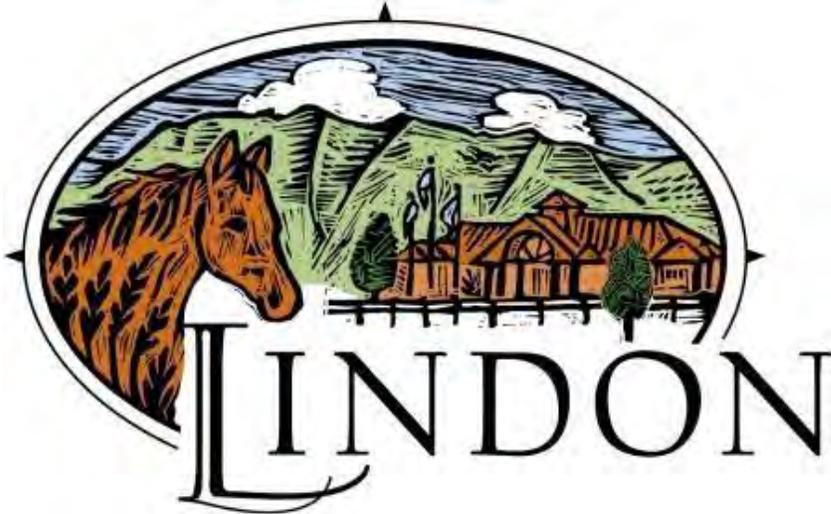
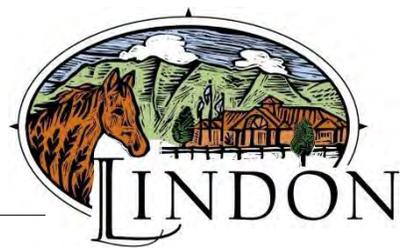


# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

November 18, 2014



# Notice of Meeting of the Lindon City Council

The Lindon City Council will hold a regularly scheduled meeting beginning at **6:00 p.m.** on **Tuesday, November 18, 2014** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

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



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

Lindon City Council will meet with Public Works Director, Don Peterson, and Parks & Recreation Director, Heath Bateman, to review past department activities and upcoming projects. No motions will be made.

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

Pledge of Allegiance: By Invitation  
Invocation: Jeff Acerson

*(Review times are estimates only)*

- 1. Call to Order / Roll Call** *(5 minutes)*
- 2. Presentations and Announcements** *(5 minutes)*
  - a) Comments / Announcements from Mayor and Council members.
- 3. Approval of minutes from November 5, 2014 and August 26, 2014** *(5 minutes)*
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*

## **6. Continued Item: Review & Action — Waste Disposal Contract Addendum and Service Extension with Republic Services** *(10 minutes)*

This item was continued from the October 7, 2014 meeting. Reece DeMille, with Republic Services, requests approval of a 3-year extension to the current waste disposal contract (residential garbage & recycling) which expires June 30, 2015. The current contract contemplates extensions that may be granted upon approval of both parties. An addendum to the current contract has been prepared to clarify price increase limitations and other minor issues as part of the requested extension which will run through June 30, 2018.

## **7. Review & Action — Little Miss Lindon: Parade Float Funding** *(30 minutes)*

Representatives from the Little Miss Lindon organization will present to the Council a request for increased funding for the Lindon City parade float used by Little Miss Lindon royalty. For the 2014-15 fiscal year the City has budgeted \$750 for parade float expenses and \$5,000 for Little Miss Lindon pageant and program funding.

## **8. Public Hearing — Fee Schedule Change: Community Center Rental Rates for Commercial Uses (Resolution #2014-14-R)** *(10 minutes)*

At the request of the Mayor and Council, the Parks & Recreation Director, Heath Bateman, is presenting changes to the fee schedule to allow commercial activities & rentals in the Community Center. Proposed changes are outlined in Resolution #2014-14-R.

## **9. Discussion Item — Closed Session to Discuss Pending or Reasonably Imminent Litigation per UCA 52-4-205.** *(45 minutes)*

The City Council will enter into a closed executive session to discuss pending or reasonably imminent litigation per UCA 52-4-205. This session is closed to the general public.

## **10. Council Reports:** *(20 minutes)*

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

## **II. Administrator's Report**

*(20 minutes)*

### **Adjourn**

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

Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at [www.lindoncity.org](http://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:** November 14, 2014  
**Place:** Lindon City Center, Lindon Police Dept, Lindon Community Center

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

Lindon City Council will meet with Public Works Director, Don Peterson, and Parks & Recreation Director, Heath Bateman, to review past department activities and upcoming projects. No motions will be made.

See attached materials for review with Mr. Peterson and Mr. Bateman.

**Public Works**

946 West Center Street (801)796-7954



**Don Peterson**  
Public Works Director  
Full-time  
[dpeterson@lindoncity.org](mailto:dpeterson@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Linda Agler**  
Administrative Secretary  
Full-time  
[lagler@lindoncity.org](mailto:lagler@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Lisa Halversen**  
Secretary  
Part-time  
[lhalversen@lindoncity.org](mailto:lhalversen@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Gary Taylor**  
Streets Superintendent  
Full-time  
[gtaylor@lindoncity.org](mailto:gtaylor@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Heath Peters**  
Streets Technician  
Full-time  
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Office: 801-796-7954  
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**Dennis Kendall**  
Water Superintendent  
Full-time  
[dkendall@lindoncity.org](mailto:dkendall@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Brian Lloyd**  
Water Technician  
Full-time  
[blloyd@lindoncity.org](mailto:blloyd@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Kevin Muhlestein**  
Waste Water Superintendent  
Full-time  
[kmuhlestein@lindoncity.org](mailto:kmuhlestein@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Chad Hendrickson**  
Waste Water Technician  
Full-time  
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Office: 801-796-7954  
Cell:



**Paul Miller**  
Storm Water Superintendent  
Full-time  
[pmiller@lindoncity.org](mailto:pmiller@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Matt Neer**  
Storm Water Technician  
Full-time  
[mneer@lindoncity.org](mailto:mneer@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Van Hansen**  
Public Works Inspector  
Full-time  
[vhansen@lindoncity.org](mailto:vhansen@lindoncity.org)  
Office: 801-796-7954  
Cell:



**Shad Carson**  
Water Technician  
Full-time  
[scarson@lindoncity.org](mailto:scarson@lindoncity.org)  
Office: 801-796-7954  
Cell:

**Seasonal & Temp Positions:**

- PW Laborers

## PUBLIC WORKS UPCOMING PROJECTS FOR 2014-15 BUDGET YEAR

### Storm Water Division

Enlarge the state detention basin on 1400 West. This will consist of installing a box, adding some 30" piping and cleaning out the existing basin.

### Water Division

#### Water Line Replacements:

Geneva Road from Center Street to 200 South – 10" line for 1800 feet

200 South west of freeway to 1500 West – 12" line for 1600 feet

#### Secondary Water Projects:

Maintenance on pumps and discharge piping in the 1200 East pump station

### Road Projects

Locust Ave. rebuild

Replace sidewalk on State Street (see map)

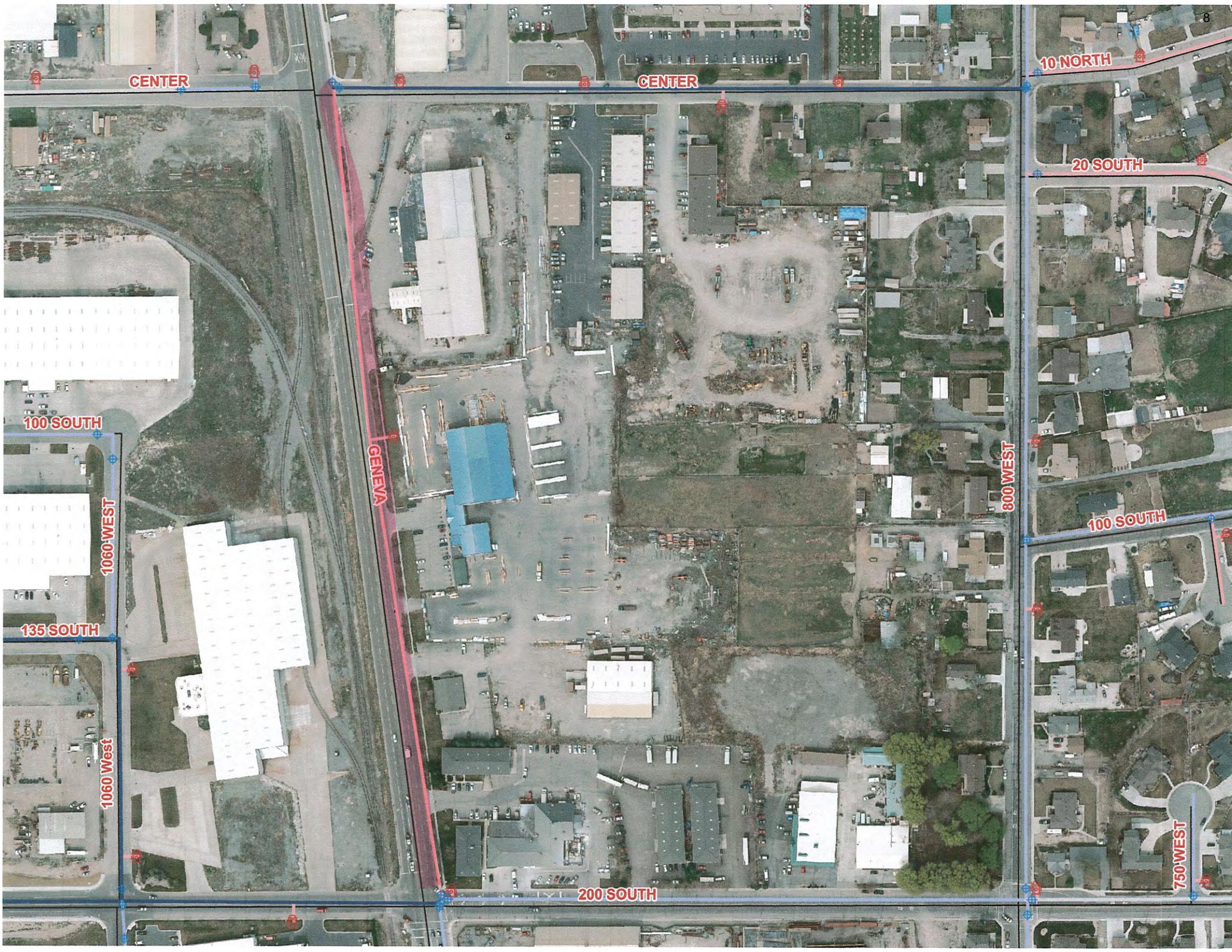
Install sidewalk on Main Street at east end of arena

### Waste Water Division

Install 1900 feet of conduit and power cable on 200 North from animal shelter to sewer lift station #5

Cleaning 18" sewer main on 800 West, our main outfall line







20 South

40 South

1550 West

70 South

1380 West

1550 West

200 South

PIONEER

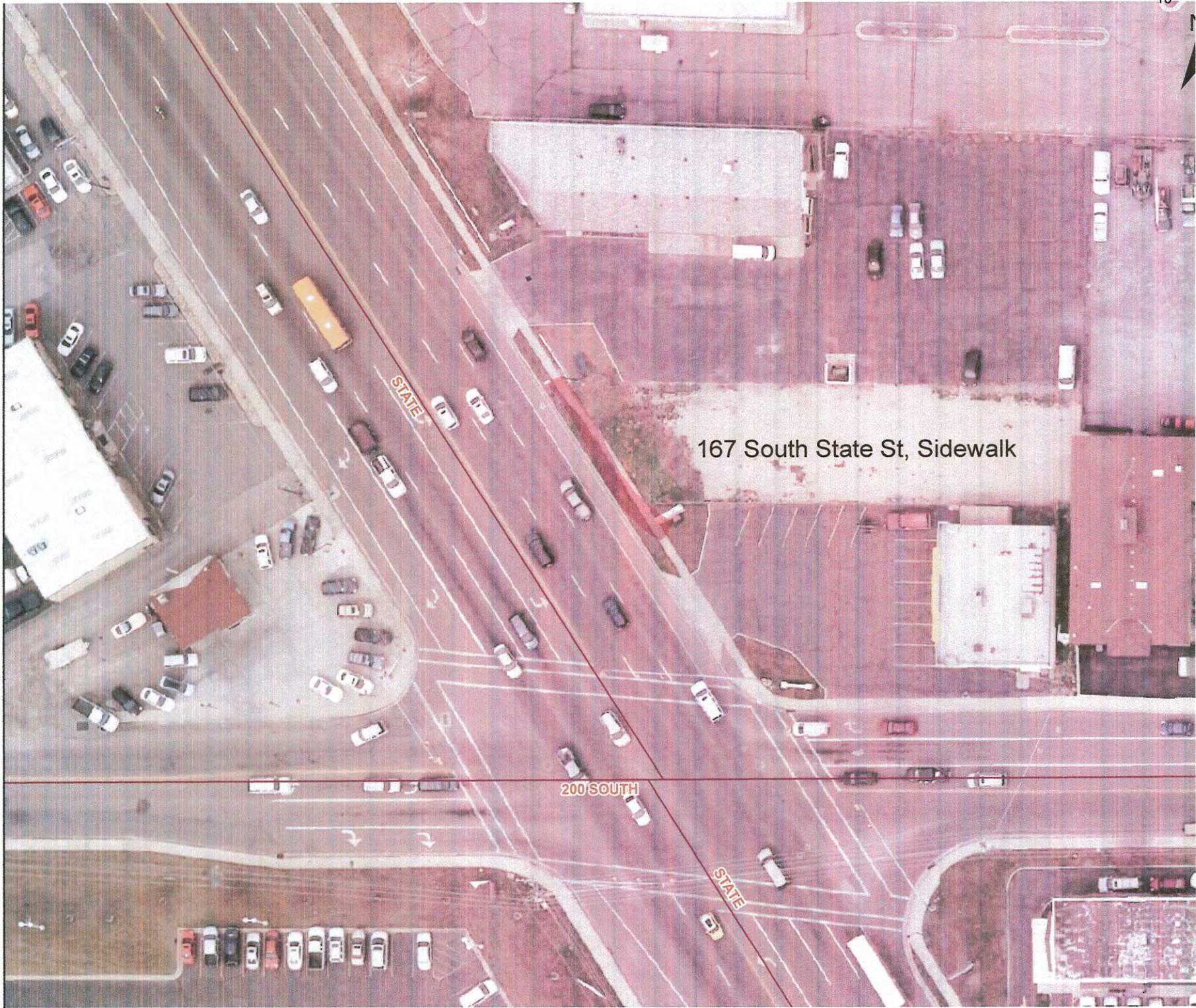
CENTER

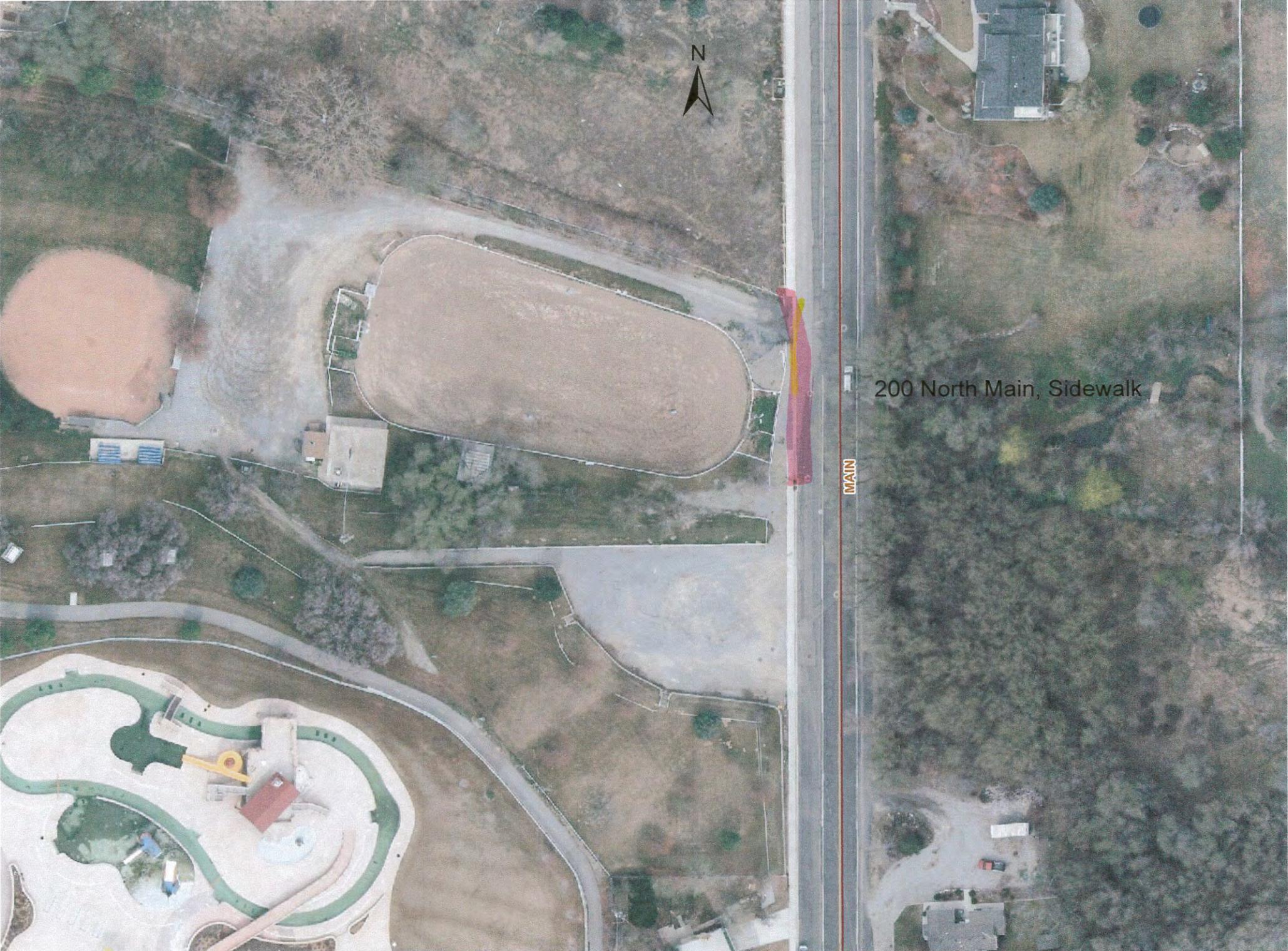
WESTERN COIL

I-15  
I-15

1250 West

9





200 North Main, Sidewalk

MAIN

LINDON LIFT STATION # 5

1900 LF OF 4 IN BURRIED POWER CONDUIT

AVAILABLE POWER BOX

TRANSFORMER PAD

200 NORTH

UTAH COUNTY ANIMAL SHELTER

8000 WEST

400 NORTH

I-15



# Parks & Recreation Report



November 18, 2014

# Parks & Recreation Department



# PARKS

## General Info

- The Parks Department consists of two full time employees and two seasonal employees (April/May-August). The staff serves approximately 55 acres of developed property comprised of 13 parks, 110 total acres of parks as well as the cemetery, and the Heritage Trail.



# PARKS

## Staff

- Wade Webb – Parks Superintendent
- Jacob Woodcox – Parks Worker
- 2 seasonal parks workers



# NEW PARKS DEVELOPMENTS

- Completion of the Sod at Lindon View Park. 2.3 Acres
- Addition of New Walking Trail at Fryer Park

# PARKS

## Impact Fees

The Parks Department has 2 main goals for 2014.

- (1) Improvements at Meadows Park (\$50,000)
  - Installation of a new 30'x45' Pavilion at Meadows Park
- (2) Improvements at Fryer Park (\$50,000)
  - Installation of a new playground at Fryer Park



# PARKS

## Parks Needs

- New Garbage Cans – City Wide \$438 each
- Preservation and care of the new pavilions wood structures
- New picnic tables at Main Park \$607 each (12)
- Slide at Creekside Park
- New Playground City Park





# Still needed amenities priority list.

- Water Tank Park – Water Fountain
- Citizenship Park – 576 sq/ft Pavilion (Gazebo)
- City Center Park – New Playground, Restroom concessions stand upgrade, arena bleachers, Baseball scoreboard.
- Creekside Park New Play Structure, drinking fountain
- Meadow Park – Pavilion, restroom, walking path, sports court.
- Hollow Park Tennis Court with lights, Sand volleyball area, lighted trail.
- Fryer Park – Playground, Tennis/Basketball Court, 1 large pavilion, 1 small pavilion, 6 picnic tables on pads, water fountain.
- Pheasant Brook Park – Tennis Court with lights, 2 ball fields, Concessions stand, tot lot playground, Sand volleyball pit.
- Lindon View Park – Picnic tables, Playground, exercise equip.

# Tree Advisory Board

Lindon City Code 17.73.030 “4 Year Term”

- Barbara Martel’s June 2013
- Dave Lawson June of 2011
- Janelle Kallas April of 2015
- Ben Platt March of 2015
- Marilyn Simster January of 2014

Requirement for Tree City USA status.

# CCAB

CCAB appointment is for 3 years

- John Bayless March 2014 (Resigned)
- Teresa Griffin December 2014
- LaDawn Edwards Sept 2015
- Valarie Diehl October 2015
- Jared Schauers November 2016

# RECREATION STAFF



Hannah Silvey  
Recreation Coordinator



Kim Walker  
Recreation Coordinator



Rachel Draper  
Recreation Coordinator



Diane Hepting  
Lunch Aide



Judy Harper  
Front Desk Attendant



Christine Grosland  
Front Desk  
Attendant



Kathy Rhodes  
Lead Volunteer



Gentry Weber  
Front Desk  
Attendant

# RECREATION

## Senior Center

### Average Lunch Attendance

- Average Lunch Attendance -  
- 25 People

# RECREATION Senior Center

## Current Senior Programs

### Programs:

- Daily Senior Lunches
- Ensure
- Bingo
- Family History Classes
- Computer Basics Class
- Facebook Class
- Chair Fitness
- Card-Making
- Crochet Club
- Health Screenings
- TOPS
- Nurse Practitioner Visits (Toenail Clinic, Diabetic Foot Checks, Blood Pressure and Sugars, Massage Therapy)
- Senior Spotlights

### Events:

- Pool Tournaments
- Picnics in the Park
- Gardening Challenge
- Christmas Dinner and Concert
- Spring Fling: Dinner and

Accordion Trio Concert

- Flu Shot Clinic
- Senior Pool Party at the Aquatics Center
- Lunch Parties for various Holidays
- Get to Know you Breakfast with Little Miss Lindon

### Bus Trips:

- BYU Museum of Art
- Cabela's
- LDS Draper Temple
- Springville Museum of Art
- Living Planet Aquarium
- BYU Bean Life Science Museum
- "D-Day" Movie at Thanksgiving Point
- Scenic Lift Ride at Sundance
- "Celebration of Veteran's" and the Scera Center for the Arts
- LDS Ogden Temple
- \* Quilt Show at Springville MOA

- \* "Last Will and Embezzlement" Film Screening
- \* Health and Wellness Extravaganza in Provo
- 
- \*Trips that were offered but didn't happen because of low sign up numbers

### Presentations:

- "Reducing Arthritic Pain" Dr. Burke, chiropractor
- Skyline Medical – Fall Prevention
- "Communication Tips" Utah Division of Services for the Deaf and Hard of Hearing
- Medicare Open Enrollment Presentation, MAG
- Relay Utah
- American Red Cross Emergency Preparedness

# RECREATION

## Senior Center

### Computer Lab CDBG Grant

On behalf of the Utah County Community Development Block Grant program, it is my pleasure to inform you that Lindon City Corporation will receive up to \$19,987.00 for the Senior Center Computer Lab Project in the 2014 funding cycle. These funds are provided by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program to Utah County, which as contracted with Mountainland Association of Governments to administer the local grant program. The funds do not have to be repaid, except in the event that a future HUD monitoring visit finds non-compliance in any part of the grant process and subsequently requires a portion or all of the grant funds be returned.

# RECREATION

## Community Center

### Current Groups Using Community Center

- TOPS (Take Off Pounds Sensibly)
- Basting Buddies
- Utah Valley Quilt Guild
- Daughters of the Utah Pioneers Lindon Camp
- Daughters of the Utah Pioneers Curly Springs Camp
- Utah Valley Skyline Choir

# RECREATION

## Current Classes/Programs

### Adult Programs 2014

- 4 v 4 COED Volleyball
- Swing/Country Dancing

### Youth Camps

- Volleyball
- Basketball
- British Soccer

### Youth Programs

- Youth Art
- Dance
- Be your own Hero
- Cooking
- Bricks-4-Kidz
- Choir
- Fencing
- Gymnastics
- Golf

### Youth Leagues

- Little League Baseball
- Ultimate Frisbee
- Indoor Soccer
- Outdoor Soccer
- T-ball, Coach Pitch, Machine Pitch
- COED Volleyball
- Boys & Girls Basketball

### Highlights:

- Added COED 1<sup>st</sup>/2<sup>nd</sup> grade league for Indoor Soccer. All leagues have limited space and are completely full (112 participants total, 48 additional registrations than 2013 year).
- Added 6 beginner Tumbling/Gymnastics classes in September. All classes were full and had full waiting lists for second session.
- Intern coordinated our first successful adult sport league, COED outdoor volleyball.

# RECREATION

## Special Events

### Yearly Events

- Easter Egg Hunt
- Christmas Tree Lighting Ceremony
- Volunteer Appreciation Banquet
- Hallows Eve Carnival

# RECREATION

## Sports Programs

### General Information



- 2014 enrollment numbers -
  - Soccer –783 (2013 =704; 2012 = 646)
  - Basketball –233 (2013 = 196; 2011-12 =141)
  - Baseball –171 (2013 = 187; 2012 = 174)



# Aquatics Center

## Season Statistics

**2014 VISITS:**

**51,039 (-5,460)**

**2013 VISITS: 56,539**

**2012 VISITS: 55,957**

# Aquatics Center

## FLOW RIDER

2014 \$22,030 FOR  
2,203 RIDERS (-\$894 \$8,940)

2013 \$30,970 FOR 3,097 RIDERS

2012 \$28,130 FOR 2813 RIDERS

# Aquatics Center

<b>Passes Sold</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Adult Non Resident</b>	<b>15,625</b>	<b>22,017</b>	<b>17,966</b>	<b>16,172</b>	<b>14,033</b>	<b>11,655</b>
<b>Adult Resident</b>	<b>2,510</b>	<b>2,351</b>	<b>2,101</b>	<b>1,757</b>	<b>2,867</b>	<b>1,849</b>
<b>Adult Family</b>	<b>29</b>	<b>16</b>	<b>42</b>	<b>25</b>	<b>25</b>	<b>29</b>
<b>Flow Rider</b>	<b>3,214</b>	<b>4,933</b>	<b>3,216</b>	<b>2,841</b>	<b>3,097</b>	<b>2,203</b>
<b>Seniors</b>	<b>884</b>	<b>1,054</b>	<b>1,049</b>	<b>1,195</b>	<b>1,191</b>	<b>842</b>
<b>Youth</b>	<b>25,303</b>	<b>30,382</b>	<b>24,978</b>	<b>23,796</b>	<b>22,735</b>	<b>19,171</b>

	High	Low	Precep
Sun 6/1/2014	76°	59°	0 in
Mon 6/2/2014	88°	51°	0 in
Tue 6/3/2014	84°	66°	0 in
Wed 6/4/2014	82°	59°	0 in
Thu 6/5/2014	82°	55°	0 in
Fri 6/6/2014	84°	52°	0 in
Sat 6/7/2014	82°	55°	0 in
Sun 6/8/2014	77°	60°	0 in
Mon 6/9/2014	82°	52°	0 in
Tue 6/10/2014	90°	64°	0.01 in
Wed 6/11/2014	82°	61°	0 in
Thu 6/12/2014	92°	57°	0.04 in
Fri 6/13/2014	84°	68°	0 in
Sat 6/14/2014	68°	58°	0.01 in

Sun 6/15/2014	79°	54°	0 in
Mon 6/16/2014	72°	54°	0.16 in
Tue 6/17/2014	66°	43°	0.18 in
Wed 6/18/2014	64°	45°	0 in
Thu 6/19/2014	76°	46°	0 in
Fri 6/20/2014	90°	53°	0 in
Sat 6/21/2014	86°	62°	0 in
Sun 6/22/2014	88°	57°	0 in
Mon 6/23/2014	86°	60°	0 in
Tue 6/24/2014	93°	62°	0 in
Wed 6/25/2014	93°	62°	0 in
Thu 6/26/2014	86°	60°	0.08 in
Fri 6/27/2014	76°	57°	0 in
Sat 6/28/2014	84°	55°	0 in
Sun 6/29/2014	90°	59°	0 in
Mon 6/30/2014	83°	61°	0 in

Tue 7/1/2014	88°	57°	0 in
Wed 7/2/2014	96°	60°	0 in
Thu 7/3/2014	95°	69°	0.03 in
Fri 7/4/2014	96°	68°	0 in
Sat 7/5/2014	93°	71°	0 in
Sun 7/6/2014	95°	66°	0 in
Mon 7/7/2014	95°	66°	0 in
Tue 7/8/2014	95°	66°	0 in
Wed 7/9/2014	93°	73°	0.18 in
Thu 7/10/2014	88°	66°	0.40 in
Fri 7/11/2014	81°	64°	0.01 in
Sat 7/12/2014	91°	66°	0 in
Sun 7/13/2014	97°	68°	0 in
Mon 7/14/2014	98°	69°	0 in
Tue 7/15/2014	97°	75°	0.04 in

Wed 7/16/2014	90°	69°	0 in
Thu 7/17/2014	90°	64°	0 in
Fri 7/18/2014	92°	64°	0 in
Sat 7/19/2014	93°	66°	0 in
Sun 7/20/2014	93°	66°	0.09 in
Mon 7/21/2014	92°	66°	0 in
Tue 7/22/2014	98°	66°	0 in
Wed 7/23/2014	100°	66°	0 in
Thu 7/24/2014	95°	74°	0.15 in
Fri 7/25/2014	97°	64°	0.01 in
Sat 7/26/2014	91°	70°	0 in
Sun 7/27/2014	95°	69°	0.02 in
Mon 7/28/2014	89°	70°	0.16 in
Tue 7/29/2014	80°	66°	0.06 in
Wed 7/30/2014	80°	64°	0 in
Thu 7/31/2014	82°	63°	0 in

Fri 8/1/2014	88°	64°	0 in
Sat 8/2/2014	88°	64°	0 in
Sun 8/3/2014	88°	68°	0.19 in
Mon 8/4/2014	84°	65°	0.29 in
Tue 8/5/2014	82°	64°	0.17 in
Wed 8/6/2014	84°	61°	0.14 in
Thu 8/7/2014	81°	61°	0.04 in
Fri 8/8/2014	84°	59°	0 in
Sat 8/9/2014	82°	62°	0 in
Sun 8/10/2014	87°	62°	0 in
Mon 8/11/2014	93°	62°	0 in
Tue 8/12/2014	88°	69°	0.01 in
Wed 8/13/2014	81°	63°	0 in
Thu 8/14/2014	88°	66°	0.08 in
Fri 8/15/2014	91°	68°	0 in

Sat 8/16/2014	90°	64°	0 in
Sun 8/17/2014	95°	59°	0 in
Mon 8/18/2014	95°	63°	0.01 in
Tue 8/19/2014	82°	66°	0.17 in
Wed 8/20/2014	81°	61°	0.69 in
Thu 8/21/2014	81°	61°	0.10 in
Fri 8/22/2014	84°	59°	0.28 in
Sat 8/23/2014	72°	57°	0.36 in
Sun 8/24/2014	79°	52°	0.33 in
Mon 8/25/2014	84°	59°	0.06 in
Tue 8/26/2014	76°	62°	0.01 in
Wed 8/27/2014	72°	57°	0.07 in
Thu 8/28/2014	80°	54°	0 in
Fri 8/29/2014	86°	55°	0.02 in
Sat 8/30/2014	82°	69°	0.07 in
Sun 8/31/2014	76°	60°	0 in

**AQUATICS CENTER FINANCIAL REPORT 2009-2014**  
AS OF 10/31/2014

Description	TOTALS					
	2009	2010	2011	2012	2013*	2014*
<b>Revenue</b>						
Admission	186,729.28	248,659.00	201,777.60	190,882.03	164,281.43	157,156.75
Resident Season Pass	51,567.50	50,956.00	32,727.00	25,831.50	26,852.27	23,311.36
Non-Resident Season Pass	3,122.00	17,181.50	15,344.00	14,837.50	15,580.68	15,810.48
FlowRider Daily Admission	51,518.00	45,320.00	33,240.00	28,135.00	27,611.32	20,555.88
Pool Punch Pass	-	-	-	8,242.00	3,685.00	11,342.16
Water Aerobics	465.00	543.00	732.00	648.00	603.00	805.00
Concessions	10,297.02	11,700.38	1,722.50	22,565.86	7,384.87	47,940.54
Merchandise	637.50	1,971.00	1,599.00	1,175.00	1,932.00	950.13
Swim Lessons	26,295.00	29,583.00	33,815.00	37,587.00	39,295.50	39,562.29
Swim Team	9,464.00	16,453.00	15,292.50	15,398.50	35,054.00	14,925.00
Flow Rider Lessons	356.00	3,064.00	1,910.00	1,835.00	1,880.00	2,815.00
Junior Life Guard	120.00	1,880.00	710.00	955.00	(310.00)	680.00
Flow Rider Rentals	(200.00)	3,000.00	1,660.16	5,105.00	8,750.00	4,835.00
Private Pool Rentals	20,012.50	22,125.00	28,117.00	25,845.00	23,890.00	29,990.00
Party Room Rentals	575.00	2,094.00	1,554.00	1,545.00	1,600.00	1,620.00
FlowTour Event	-	-	200.00	1,920.00	1,495.00	1,715.00
Aquatic Pavers	22,750.00	475.00	-	-	-	-
Grant Proceeds	-	-	-	-	-	19,240.59
<b>Revenue Totals</b>	<b>383,708.80</b>	<b>455,004.88</b>	<b>370,400.76</b>	<b>382,507.39</b>	<b>359,585.07</b>	<b>393,255.18</b>
<b>Expenditures</b>						
Salaries/Wages/Benefits	243,190.04	268,464.16	245,968.77	249,954.65	326,163.24	320,440.06
Uniforms	3,524.11	1,256.06	1,205.60	1,883.80	2,623.69	3,300.81
Travel & Training	494.00	786.01	-	130.55	694.02	868.04
Licenses & Fees	2,525.00	1,469.00	2,637.33	1,188.00	1,233.83	3,208.00
Office Supplies	1,561.08	608.86	890.37	1,720.87	1,248.31	994.00
Operating Supplies/Maint.	40,633.52	39,613.69	57,186.87	65,431.00	31,993.86	61,616.48
Parts & Supplies	4,212.84	16,235.82	7,188.65	2,413.37	31,744.55	27,984.07
Concessions	-	-	-	-	-	28,595.24
Miscellaneous	9,967.32	1,852.49	5,666.90	3,501.69	8,201.17	1,321.57
Utilities	79,215.78	112,364.71	106,954.70	95,581.29	99,447.23	57,542.18
Telephone	894.72	1,520.28	724.66	632.70	490.89	498.50
Insurance	4,280.14	2,106.53	1,065.51	1,012.23	5,978.99	4,623.77
Services	7,629.41	18,304.83	17,022.07	7,941.14	11,952.00	11,644.05
<b>Expenditure Totals</b>	<b>398,127.96</b>	<b>464,582.44</b>	<b>446,511.43</b>	<b>431,391.29</b>	<b>521,771.78</b>	<b>522,636.77</b>
<b>Revenue Over (Under) Expenditures</b>	<b>(14,419.16)</b>	<b>(9,577.56)</b>	<b>(76,110.67)</b>	<b>(48,883.90)</b>	<b>(162,186.71)</b>	<b>(129,381.59)</b>

\*July 2013 - October 2014 amounts are not audited

# Aquatics Center

## ISSUES

- Paint poles
- New Awnings
- Resurface the Pirate Ship
- New Rope for Bridge
- Cement Repairs
- Stairs Replacements
- Regrout the Hot Tub
- Tile Cracks
- Fix Waterfall concrete
- Fix Jet Covers Lazy River
- Restain the Wood
- Reattach wood siding hucks hideout.
- Eyewash station replace (2)
- 2 Boilers Repaired/replaced.
- Replace UV lamps
- Chlorine Lines Replaced.

# Lindon Days















MAC  
MOTORCYCLE  
ASSOCIATION  
OF CALIFORNIA





# 2014 Lindon Days

## Country Fun in The Sun



### 2014 FINANCIAL REPORT

Activities	Sponsor	Revenue	Expense	Net Increase (Decrease)
Magazine		\$ 7,850.00	\$ 8,115.63	\$ (265.63)
Mon, 8/04 Car Show <small>(Exp. Includes \$5,500 donation to police)</small>		\$ 10,332.25	\$ 13,123.76	\$ (2,791.51)
Tue, 8/05 Night Out Against Crime & Ice Cream Social and Frisbee Toss	Intermountain Turbine	\$ 500.00	\$ 792.52	\$ (292.52)
Tue, 8/05 Movie: The Lego Movie	AmBank (paid for movie)	\$ -	\$ -	\$ -
Wed, 8/06 Huck Finn Fishing	Rock Canyon Bank	\$ 500.00	\$ 669.45	\$ (169.45)
Wed, 8/06 Lawnmower Race	LKC Automotive & Lindon Outdoor Power Equipment	\$ 100.00	\$ -	\$ 100.00
Thu, 8/07 Free Swim Day		\$ 30.00	\$ -	\$ 30.00
Thu, 8/07 Lazy River Duck Race	Saratoga Jewelry	\$ 300.00	\$ 772.48	\$ (472.48)
Thu, 8/07 Dime Dive	AmBank (provided dimes)	\$ -	\$ -	\$ -
Thu, 8/07 Flag Retirement & Military Tribute		\$ -	\$ -	\$ -
Fri, 8/08 Kids Fair		\$ 116.00	\$ 2,117.12	\$ (2,001.12)
Fri, 8/08 Family Arena Events		\$ 626.00	\$ 641.46	\$ (15.46)
Fri, 8/08 Mayor's Candy Scramble	Mac Plumbing	\$ 200.00	\$ 94.95	\$ 105.05
Fri, 8/08 Youth Dance		\$ -	\$ 250.00	\$ (250.00)
Sat, 8/09 Flag Raising Ceremony		\$ -	\$ -	\$ -
Sat, 8/09 5K Fun Run		\$ 1,455.00	\$ 430.88	\$ 1,024.12
Sat, 8/09 Breakfast		\$ 797.50	\$ 653.95	\$ 143.55
Sat, 8/09 Parade		\$ 315.00	\$ 101.71	\$ 213.29
Sat, 8/09 Fair in the Park		\$ 830.00	\$ 2,375.00	\$ (1,545.00)
Sat, 8/09 Mini Rodeo	LKC Automotive	\$ 167.00	\$ 829.14	\$ (662.14)
Sat, 8/09 Concert - Maddie Wilson & Fireworks	Interstate Gratings	\$ 670.00	\$ 18,615.84	\$ (17,945.84)
Miscellaneous (interest earnings, general expenses)		\$ 2.37	\$ 705.12	\$ (702.75)
<b>TOTALS</b>		\$ 24,791.12	\$ 50,289.01	\$ (25,497.89)

<b>PARC TAX PROJECT DESCRIPTION</b>	<b>CATEGORY AMOUNT</b>
<b>FACILITIES MAINTENANCE</b>	
Utilities: 50% Gas & Electric and 100% Water	
Pool	\$51,000.00
Community Center	\$16,500.00
Veteran's Memorial Hall	\$2,000.00
Parks and Trails	\$34,500.00
Operating Supplies and Maintenance	
Community Center	\$15,500.00
Parks and Trails	\$15,000.00
<b>TOTAL FACILITIES MAINTENANCE</b>	
<b>32.0%</b>	<b>\$134,500.00</b>
<b>IMPROVEMENTS TO EXISTING PARKS &amp; TRAILS</b>	
NEOS Play System	\$30,000.00
Trash Cans, Picnic Tables, Playground Chips, etc	\$29,000.00
<b>TOTAL IMPROVEMENTS TO EXISTING PARKS &amp; TRAILS</b>	
<b>14.0%</b>	<b>\$59,000.00</b>
<b>COMMUNITY CENTER</b>	
Purchase of Equipment	
Installation of Large Movie Screen (CCA)	\$5,000.00
Projector	\$3,500.00
Improvements and Purchase of Capital Assets	
New Light Fixtures in CCA	\$14,500.00
Electric Backboards (2)	\$16,000.00
Painting/interior upgrade	\$6,000.00
Other	\$14,000.00
<b>TOTAL COMMUNITY CENTER</b>	
<b>14.0%</b>	<b>\$59,000.00</b>
<b>AQUATICS CENTER</b>	
Purchase of Equipment	
Concessions Equipment	\$7,000.00
Large umbrellas pool (2)	\$8,000.00
Improvements and Purchase of Capital Assets	
Flow Rider Pump	\$33,000.00
Other	\$11,000.00
<b>TOTAL AQUATICS CENTER</b>	
<b>14.0%</b>	<b>\$59,000.00</b>
<b>ADMINISTRATION</b>	
Half of Hannah's Full Time Salary & Benefits	\$32,925.00
<b>TOTAL ADMINISTRATION</b>	
<b>7.8%</b>	<b>\$32,925.00</b>
<b>MINI GRANTS</b>	
-	
-	
<b>TOTAL MINI GRANTS</b>	
<b>3.6%</b>	<b>\$15,000.00</b>
<b>CONTINGENCY</b>	
Will go into fund balance unless there are unforeseen items	\$61,075.00
<b>TOTAL CONTINGENCY</b>	
<b>14.5%</b>	<b>\$61,075.00</b>
<b>\$420,500.00</b>	



# Neos 360

Powder Coat



Plastic



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

Pledge of Allegiance: By Invitation

Invocation: Jeff Acerson

### **Item 1 – Call to Order / Roll Call**

November 18, 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 **Nov. 5, 2014** and **Aug. 26, 2014**.

(See attached draft minutes)

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, November 5,**  
4 **2014 at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State  
Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Van Broderick, Mayor Pro Tem  
Pledge of Allegiance: Parker Christensen, Boy Scout  
10 Invocation: Van Broderick

12 **PRESENT**

Van Broderick, Councilmember  
14 Matt Bean, Councilmember  
Jacob Hoyt, Councilmember  
16 Carolyn Lundberg, Councilmember  
Adam Cowie, City Administrator  
18 Hugh Van Wagenen, Planning Director  
Jordan Cullimore, Associate Planner  
20 Cody Cullimore, Chief of Police  
Kathy Moosman, City Recorder

**ABSENT**

Jeff Acerson, Mayor  
Randi Powell, Councilmember

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

24 2. **Presentations/Announcements** –

26 a) **Mayor/Council Comments** – Mayor Pro Tem Broderick excused Mayor  
28 Acerson from the meeting noting he will be conducting the meeting as Mayor  
Pro Tem in his absence.

30 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council of  
32 October 21, 2014 were reviewed and the work session minutes from August 12,  
2014 were reviewed.

34 COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE  
36 REGULAR MEETING OF OCTOBER 21, 2014 AS AMENDED. COUNCILMEMBER  
BEAN SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

38 COUNCILMEMBER BEAN AYE  
COUNCILMEMBER LUNDBERG AYE  
40 COUNCILMEMBER BRODERICK AYE  
COUNCILMEMBER HOYT AYE

42 THE MOTION CARRIED UNANIMOUSLY.

44 COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE  
WORK SESSION MEETING OF AUGUST 12, 2014 AS WRITTEN.

46 COUNCILMEMBER BEAN SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

2 COUNCILMEMBER BEAN AYE  
 COUNCILMEMBER LUNDBERG AYE  
 4 COUNCILMEMBER BRODERICK AYE  
 COUNCILMEMBER HOYT AYE  
 6 THE MOTION CARRIED UNANIMOUSLY.

8 4. **Consent Agenda** – No items.

10 5. **Open Session for Public Comment** – Mayor Pro Tem Broderick called for any  
 12 public comment not listed as an agenda item. Boy Scout in attendance asked why  
 there is not a 4-way stop sign on Center Street and 900 East.

14 Mr. Cowie explained that the crossing across the canal was evaluated and there  
 were several concerns dealing with the limited site distance and concerns with people  
 16 coming off the hill (in winter months) and not realizing there is a stop sign and  
 potentially sliding or skidding through the intersection heading north. The other concern  
 18 was simply the factor that there hadn't ever been a sign there and there had been signs in  
 place on the other two sides. He noted there was not any official studies based on traffic  
 20 counts that warranted a stop in that location. Following discussion, Councilmember Bean  
 suggested a warrant study be done and perhaps consider incorporating a smaller sign  
 22 indicating there is not a 4-way stop at that intersection that may be helpful.

24 **CURRENT BUSINESS**

26 6. **Public Hearing** – *General Plan Land Use Map Amendment: Colmena Group -*  
 28 *600 S. & Geneva Rd.* Bryan Stevenson of Coleman Group requests a General  
 Plan Map amendment to change the General Plan designation of property located  
 30 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.

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

36 Jordan Cullimore, Associate Planner, opened the discussion by giving an  
 38 overview of this agenda item. He explained this is a request by Bryan Stevenson and  
 Lance Bullen of Colmena Group (who are in attendance) for approval of a General Plan  
 40 Map amendment to change the General Plan designation of property located at  
 approximately 600 south and Geneva Road (across from the Harley-Davidson dealership)  
 42 from Commercial to Light Industrial. He then referenced the conceptual site plan  
 showing the area in question noting the current general plan designation is commercial  
 44 and the zoning is CG-A8. He further noted the applicant is wanting to establish a retail  
 and office/warehousing use on the site and has the property under contract through  
 46 Anderson/Geneva. He added that after review, the Planning Commission recommended

2 approval with conditions. He noted that this will be a two part application but they will  
be addressed individually in the motion.

4 Mr. Cullimore explained that the applicant proposes to develop the parcels with a  
site configuration similar to the site plan concept included in the packet (attachment 4).  
6 He explained the southernmost structure that fronts along 600 south will be a gasoline  
service station, and the northernmost structure will be office/warehousing space that will  
8 have an architectural design similar to the design portrayed in attachment 5 (included in  
the packets).

10 Mr. Cullimore noted the current zoning (CG-A8) allows for gasoline service  
stations, but does not permit office/warehousing uses. He added that staff initially  
12 advised the applicant that the Mixed Commercial General Plan/zone designations would  
best accommodate their proposal, but after further review it was identified that the  
14 minimum zone area for the Mixed Commercial zone is 15 acres, and this request would  
not satisfy the 15 acre requirement. Staff then advised the applicant that a General  
16 Plan/Zone change to Light Industrial would comply with code requirements and still  
allow the applicant to develop the site according to their plans.

18 Mr. Cullimore went on to say that city code requires that any zone change must be  
consistent and conform to the City’s General Plan Designation; the current General Plan  
20 designation is Commercial. He noted the applicant is requesting that the General Plan  
designation be changed to Light Industrial to permit the zone change and allow their  
22 desired uses. Mr. Cullimore re-iterated the General Plan currently designates the  
property as Commercial. He went on to say this category includes retail and service  
24 oriented businesses and shopping centers that serve the community needs. Mr. Cullimore  
stated that the applicant requests that the General Plan designation of the property be  
26 changed to Light Industrial, which accommodates manufacturing, industrial processes,  
and warehousing uses not producing objectionable effects. He further stated the Light  
28 Industrial designation also allows some appropriate related retail uses such as gasoline  
service stations.

30 Mr. Cullimore explained when the Planning Commission reviewed the request  
they felt it was important to retain the frontage along 600 south as retail and they liked  
32 the idea of a gas station at that location. He noted they were not if favor of potentially  
seeing steel buildings on a corner that they felt was a good commercial piece of ground,  
34 so they recommended the following conditions be applied in the motion:

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

38 Mr. Cullimore noted the applicant agreed to these conditions. He went on to say  
40 the conditions won’t apply to the General Plan designation, so when making a motion  
the recommended conditions will not be needed for this item but will be for the next  
42 agenda item (zone change). Mr. Cowie noted a copy of the ordinances are included in  
the packets and to reference the ordinance numbers in the motion.

44 Mr. Cullimore then presented the following analysis followed by discussion:

- 46 1. Relevant General Plan policies to consider in determining whether the requested  
change will be in the public interest:

- 2 a. It is the purpose of the industrial to provide for employment and  
 4 manufacture of materials which are essential to the economy of Lindon  
 6 City and to provide areas in appropriate locations where a combination  
 of research and development, manufacturing, and industrial processing  
 and warehousing may be conducted.
- 8 b. The goal of industrial development is to promote employment  
 10 opportunities, quality businesses, and environmentally clean industrial  
 12 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.
- 14 i. Objectives of this goal are to:
- 16 1. Encourage the development of high quality, aesthetically  
 pleasing business park areas incorporating major  
 landscape features.
  - 18 2. Identify those areas most appropriate for business park  
 development in future growth areas, such as major  
 highway access areas.
  - 20 3. Establish and enforce standards with respect to  
 environmental concerns such as; noise, air quality,  
 22 odor and visual.
  - 24 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  
 26 Development zones.
- 28 c. Applicable city-wide land use guidelines:
- 30 i. The relationship of planned land uses should reflect  
 consideration of existing development, environmental  
 conditions, service and transportation needs, and fiscal  
 impacts.
  - 32 ii. Transitions between different land uses and intensities should  
 be made gradually with compatible uses, particularly where  
 34 natural or man-made buffers are not available.
  - 36 iii. Commercial and industrial uses should be highly  
 accessible, and developed compatibly with the uses and  
 character of surrounding districts.

38 Mr. Cullimore then referenced an aerial photo of the proposed area to be re-  
 40 classified and photographs of the existing site, the applicant's proposal, the conceptual  
 42 site plan and also the conceptual architectural renderings. Mr. Cullimore called for any  
 questions or comments at this time.

44 Commissioner Lundberg commented that she would feel more comfortable  
 making this zone change to Mixed Commercial rather than Light Industrial as it can open  
 up a "can of worms" as this is a key corridor for economic development. She noted she

2 understands the reason for Light Industrial is because of the 15 acre minimum, but  
 4 inquired if there is any way to approve the zone to mixed commercial with conditions or  
 6 exclusions on the 15 acre minimum (reduced from 30 acres). Mr. Cullimore stated that a  
 8 code requirement cannot be waived, the only way to change it would be through an  
 10 ordinance amendment which would be applicable to the mixed commercial zone in  
 12 general. He noted, with that consideration, the other option would be to re-zone it to a  
 14 zone that would require an ordinance change, and there is the option with the zone  
 change to apply additional conditions. Councilmember Bean asked for clarification if this  
 works because the minimum Light Industrial is also 30 acres and because the Vineyard  
 parcel to the west is currently zoned Light Industrial. Mr. Cullimore stated the reason it  
 works in this case is because it is zoned Light Industrial in Vineyard so it can't be  
 considered, but in Lindon the piece would tie into the Light Industrial area. Mr.  
 Cullimore then turned the time over to the applicants for discussion.

Commissioner Lundberg asked the applicant if they plan to maintain ownership of  
 the flex space or lease it out. Mr. Stevenson stated they plan on owning and leasing for  
 the most part. Mayor Pro Tem Broderick inquired if they have other properties similar to  
 this. Mr. Stevenson stated they own other industrial properties and a 40 acre project in  
 Draper that will be flex office industrial space. Commissioner Hoyt asked if they will  
 maintain ownership of the service station as well. Mr. Stevenson replied that issue is still  
 up in the air and they have discussed a ground lease or buying the land; they prefer to  
 own it and ground lease to them but it is still in negotiations.

Mr. Bullen stated that one of the problems with the service station is the excess  
 land that is land locked from Geneva Road. He noted that any user who wants the corner,  
 which is a use based on parking ratios and site coverage that is compatible with the  
 excess land not being accessible from Geneva Road, they feel, given the site  
 configuration, that this lends itself well to the use. There was then some additional  
 discussion by the Council regarding this agenda item.

Mayor Pro Tem Broderick called for any public comments at this time. Hearing  
 none he called for a motion to close the public hearing.

32 COUNCILMEMBER BEAN MOVED TO CLOSE THE PUBLIC HEARING.  
 34 COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL PRESENT  
 VOTED IN FAVOR. THE MOTION CARRIED.

36 Councilmember Lundberg commented she likes the ideas of a convenience  
 38 store/gas station at this location and feels it is a natural fit for the growth seen in this area.  
 She also feels the flex space with the higher architectural designs is good and seamless  
 with the adjacent parcels. Councilmember Bean agreed that he has no concerns. Mayor  
 40 Pro Tem Broderick also expressed that he approves and has no concerns.

42 Mayor Pro Tem Broderick called for any further comments or questions from the  
 Council. Hearing none he called for a motion.

44 COUNCILMEMBER BEAN MOVED TO APPROVE THE APPLICANT'S  
 46 REQUEST TO CHANGE THE GENERAL PLAN DESIGNATION OF THE LOT  
 IDENTIFIED BY UTAH COUNTY #38:425:0008 FROM COMMERCIAL TO LIGHT  
 INDUSTRIAL PER ORDINANCE 2014-17-O WITH NO CONDITIONS ON THE

2 GENERAL PLAN CHANGE. COUNCILMEMBER HOYT SECONDED THE  
MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

4 COUNCILMEMBER BEAN AYE  
COUNCILMEMBER LUNDBERG AYE  
6 COUNCILMEMBER BRODERICK AYE  
COUNCILMEMBER HOYT AYE

8 THE MOTION CARRIED UNANIMOUSLY.

10 7. **Public Hearing** – *Zone Map Amendment: Colmena Group – 60 S. & Geneva Rd.*  
Bryan Stevenson of Coleman Group requests a Zone Map amendment to change  
12 the zoning designation of property located at approximately 600 South and  
Geneva Road from General Commercial A8 (CG-A8) to Light Industrial (LI).  
14 The applicant intends to establish retail and office/warehousing uses on the site.  
The Planning Commission recommends approval with conditions.

16 COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.  
18 COUNCILMEMBER BEAN SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR. THE MOTION CARRIED.

20 Mr. Cullimore led the discussion by stating this item is the second part of the two  
22 part approval that has already been discussed. He noted this action would put into effect  
the zoning in compliance with the general plan amendment that was just approved. Mr.  
24 Cullimore stated there is nothing further to add as this issue has been thoroughly  
explained and discussed unless there are further questions.

26 Mr. Cowie asked when they will update the zoning map and questioned if it will  
be identified by something different on the map since there are specific restrictions on  
28 parcel. Mr. Cullimore commented, regarding conditional zoning, that it is valid if it is in  
the public record and future property owners have notice of it. He added that it would be  
30 good practice to record a notice on the deed and then regularly check the deeds; which  
may be a helpful and effective way to identify them.

32 Mayor Pro Tem Broderick called for any public comments or questions from the  
Council. Hearing none he called for a motion to close the public hearing.

34 COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.  
36 COUNCILMEMBER BEAN SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR. THE MOTION CARRIED.

38 Mayor Pro Tem Broderick called for any public comments. Hearing none he  
40 called for a motion to close the public hearing.

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

46 Mayor Pro Tem Broderick called for any further comments or questions from the  
Council. Hearing none he called for a motion.

2 COUNCILMEMBER BEAN MOVED TO APPROVE THE APPLICANT'S  
 4 REQUEST TO CHANGE THE ZONING DESIGNATION OF THE LOT  
 6 IDENTIFIED BY UTAH COUNTY PARCEL #38:425:0008 FROM GENERAL  
 8 COMMERCIAL A8 (CG-A8) TO LIGHT INDUSTRIAL (LI) PER ORDINANCE  
 10 #2014-18-O WITH THE FOLLOWING CONDITIONS 1. THE SITE MUST MEET  
 12 MIXED COMMERCIAL (MC) ZONE ARCHITECTURAL REQUIREMENTS AND 2.  
 ONLY MC LAND USES PER THE LINDON CITY LAND USE TABLE ARE  
 PERMITTED ON THE SITE AND 3. THE SITE MUST INCLUDE A  
 CONVENIENCE STORE/GAS STATION COMPONENT ALONG 600 SOUTH  
 FRONTAGE. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE  
 VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN AYE  
 COUNCILMEMBER LUNDBERG AYE  
 COUNCILMEMBER BRODERICK AYE  
 COUNCILMEMBER HOYT AYE  
 THE MOTION CARRIED UNANIMOUSLY.

18  
 20 **8. Recess Lindon City Council Meeting and convene to Lindon City  
 Redevelopment Agency Meeting (RDA) –**

22 COUNCILMEMBER HOYT MOVED TO RECESS THE MEETING OF THE  
 24 LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY  
 26 REDEVELOPMENT AGENCY AT 7:45 P.M. COUNCILMEMBER BEAN  
 SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION  
 CARRIED.

28 BOARDMEMBER BEAN MOVED TO ADJOURN THE MEETING OF THE  
 30 LINDON CITY REDEVELOPMENT AGENCY AND RE-CONVENE THE MEETING  
 32 OF THE LINDON CITY COUNCIL AT 8: 13 P.M. BOARDMEMBER LUNDBERG  
 SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION  
 CARRIED.

34 **9. COUNCIL REPORTS:**

36 **Councilmember Powell** – Councilmember Powell was absent from the meeting.

38 **Councilmember Bean** – Councilmember Bean reminded the Council to let him know of  
 40 suggestions for a Planning Commissioner replacement for Ron Anderson who has  
 submitted his resignation on the Planning Commission. He noted it is preferable that the  
 position be filled by someone who lives in the central or west side of town.

42 **Chief Cullimore** – Chief Cullimore had nothing to report at this time.

44 **Councilmember Hoyt** – Councilmember Hoyt reported that his team won the recent  
 46 Pickle ball tournament held at the Community Center. He noted that it was an enjoyable  
 experience and the potluck and camaraderie with the employees was good.

2 **Councilmember Broderick** – Councilmember Broderick reported that he is still waiting  
4 for the plans on the cemetery building and noted it will won't be getting started until the  
spring now due to the weather.

6 **Councilmember Lundberg** – Councilmember Lundberg reported that the recently held  
8 “Hallows Eve” party sponsored by the Parks and Recreation Department was a huge  
success and she commended staff for doing a great job.

10 **Mayor Acerson** – Mayor Acerson was absent from the meeting.

12 **Administrator’s Report:**

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

14

16 **Misc. Updates:**

- 16 • October City newsletter
- 18 • Land Use Project Tracking List
- 18 • City Council call-up authority for PC items vs. appeal authority discussion
- 20 • Ivory Homes development – status update
- 20 • Task Force Meeting (DRC) – Thursday, November 20<sup>th</sup> at 1:00 pm
  - 22 ○ Joint PC/CC plan review meeting: Tuesday, Dec 9th, 6-8pm
  - 22 ○ Amenities desired
- 24 • New Business license report
- 24 • Fire/EMS call report
- 26 • Center Street lift station – progress report. Review diagrams and site plan issues.
- 26 • Employee compensation study – progress report
- 28 • 60 North cell tower – lease extension request from AT&T (pending additional  
information)
- 30 • Misc. Items

32 **Upcoming Meetings & Events:**

- 32 • Newsletter Assignment: Mayor Acerson - January newsletter article. *Due by last  
week in December.*
- 34 • November 18<sup>th</sup> – 6:00pm work session. Annual Department reviews with Public  
Works and Parks Department
- 36 • November 20<sup>th</sup> – Ivory Homes Task Force meeting. Community Development  
conference room 1-3 pm. Mayor Acerson, Councilmember Bean and  
38 Councilmember Lundberg will attend
- 40 • November 27<sup>th</sup> – Community Thanksgiving Dinner at Community Center
- 40 • December 1<sup>st</sup> – Tree Lighting Ceremony at Community Center
- 42 • December 8<sup>th</sup> at Noon (special Monday meeting) – Engineering Coordination  
meeting at Public Works. Mayor Acerson and Councilmember Broderick will  
attend
- 44 • December 9<sup>th</sup> – Joint PC/CC work session with Ivory Homes, 6-8pm

46 **Future items:**

- Employee Policy Manual updates

- Performance evaluations, compensation, and benefit studies

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

6

**Adjourn** –

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COUNCILMEMBER HOYT MOVED TO ADJOURN THE MEETING AT 10:05 PM COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

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Approved – November 18, 2014

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Kathryn Moosman, City Recorder

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Van Broderick, Mayor Pro Tem

The Lindon City Council and Lindon City Planning Commission held a Joint Work Session on **Tuesday, August 26, 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: Adam Cowie, City Administrator

**PRESENT**

**ABSENT**

- Jeff Acerson, Mayor
- Randi Powell, Councilmember
- 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

**Staff Present**

- Adam Cowie, City Administrator
- Hugh Van Wagenen, Planning Director
- Jordan Cullimore, Associate Planner
- 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, mentioned that he brought the two legislative bodies together again tonight to continue the discussion from the last work session meeting that was held on August 12<sup>th</sup>. He then gave a recap noting the discussion got as far as the land use portion of the survey. He noted that tonight we will get through the rest of the survey to brainstorm and understand all of the opinions and attitudes from the decision makers.

Mr. Van Wagenen then referenced the survey questions as follows:

1. What are the strengths of the 700 North Corridor?

- 2 • Mostly undeveloped (open canvas), close to freeway, Visibility, clean slate, cache of Lindon brand
- 4 • Open space, with no limitations as to physical improvements etc. large parcels to accommodate various types of uses access to I-15
- 6 • Great access to I-15 and untouched
- 6 • It's an open slate
- 8 • It is an entry to our city. It is undeveloped. It is a very substantial piece of property.
- 10 • Clean slate, few landowners, major collector street from freeway, deep and wide lots, potential access or station to future light rail for mass transit.
- 12 • Access to freeway, undeveloped land, no previous development
- 12 • Close to freeway, infrastructure in place
- 14 • Very open with lots of potential

14 2. What are the weaknesses of the 700 North Corridor?

- 16 • Lack of current infrastructure
- 16 • Demographics
- 18 • No anchor store, nothing there yet
- 18 • land locked, not unlimited space, relative small space
- 20 • Poor freeway visibility and borders different city
- 20 • Pleasant grove 700 N development, no planned commercial development, attracting commercial development
- 22 • Trying to develop a vision on what we want it to become
- 24 • Not directly on freeway exit, some heavy industrial uses nearby, some residential that could be impacted by future land use
- 26 • Few rooftops
- 26 • Depth of parcels (to a degree)
- 28 • Currently less populated then Pleasant Grove Blvd.

30 Following discussion, it was agreed that lack of rooftops is a challenge to the corridor, mostly in a retail sense, among other issues. Commissioner Kallas pointed out that the corridor itself doesn't need a lot of rooftops as there are a lot of rooftops within a 3 mile radius and the number of rooftops in the vicinity is an advantage because we don't necessarily have to have rooftops in the corridor. Mr. Van Wagenen agreed that is a fair statement. Mr. Van Wagenen also stated it is hard to know right now about the amount of rooftops needed to rely on for retail including Pleasant Grove. Councilmember Broderick asked if traffic flow is weighed with the amount of vehicles going through the corridor. Mr. Van Wagenen stated that is a definite component. He added there are about 18,500 cars a day (which is predicted to increase) on the corridor compared to 35,000 cars a day on State Street.

42 3. What kinds of land uses would you like to see along the 700 North Corridor?

44 Mr. Van Wagenen noted, per the survey, retail was the number one pick and was considered as important as national chains. The second response was fine dining restaurants followed by corporate headquarters or campuses and then business parks.

2 There was then some discussion about the difference between business parks and  
 4 corporate headquarters. Mr. Van Wagenen noted that there are some other competitive  
 6 areas in the county that are further along than we are with a strong momentum to  
 completion. He then discussed property owner's wishes and if what is being discussed is  
 in conflict with the owners. Commissioner Anderson stated that he feels the owners are  
 open to discussion as long as it is reasonable.

8 Mr. Van Wagenen then referenced survey questions #4 and #5 followed by discussion.

10 4. What do you see as the roadblocks, if any, to attracting the types of land uses you want  
 along the 700 North Corridor?

- 12 • Attracting the right businesses
- 14 • Lindon has not been a great contributor to roof tops
- 14 • Lack of rooftops, small market
- 16 • Number of nearby roof tops limited space
- 16 • getting the first couple of users to select this space and then draw the rest of the  
 development around them
- 18 • Attracting appropriate businesses and retail
- 18 • Getting the proper momentum
- 20 • The economy for the area has not fully recovered sufficiently, other competitive  
 corridors are ahead of this one, the limited supply of the businesses we are  
 22 looking for
- 24 • Property owners' wishes

26 5. What kinds of land uses would you like to avoid along the 700 North Corridor?

- 26 • Apartment houses
- 28 • High density housing
- 28 • Industrial
- 30 • Housing
- 30 • Big box generally
- 32 • High density
- 32 • Fast food, gas stations, stand-alone housing, low cost office space or cheap  
 looking retail shopping centers
- 34 • Multiple unit housing, small street front retail
- 36 • Residential land uses of any type
- 36 • Single family residential, car dealerships

38 There was then some general discussion on the bullet items listed above.  
 40 Commissioner Marchbanks commented that car dealerships generate sales tax but are not  
 necessarily the most attractive looking sites. Mr. Van Wagenen asked, outside of the  
 42 corridor (500 ft. on either side) of what the group is picturing for multi housing use.  
 Councilmember Lundberg commented that we can be careful and take advantage and be  
 selective; we could use a mixed use with quality high density homes.

44 Councilmember Powell commented that the Pleasant Grove Villa in Pleasant  
 Grove is a poorly planned development but there is another development on Sam White's

2 Lane that is much better and planned right; we want to have the right flavor and be able  
4 to sustain ourselves as a community so they are not isolated. Commissioner Kallas  
6 expressed that particular property is very deep and it is unrealistic that we could get a  
8 retail type development to fill it in so housing or some other zoning will have to take  
place to get full use of the property. Commissioner Marchbanks stated that he believes  
most of the council and commissioners would feel comfortable with the 500 ft. on either  
side of the corridor and beyond that we need to be open to some back fill. There was  
then some general discussion regarding this issue.

10 Mr. Van Wagenen noted that it seems the consensus is the group is comfortable  
12 with 500 ft. on either side of the corridor and are more open to things on the south side  
14 with the primary objective being the backfill. Councilmember Lundberg stated she  
16 would like to see it filled with the preferred uses first. Mr. Van Wagenen mentioned that  
he met with a group yesterday that are proposing two buildings and they are eager to  
move forward. They have one access on the 5 acre piece and are proposing one office  
building and one small retail front that will be warehouse based for the business.

18 Mr. Van Wagenen then referenced survey questions 6-12 followed by discussion.

20 6. The primary purpose of the 700 North Corridor should be to provide?

- 22 • 55 % agreed that sales tax revenue was the primary purpose.
- 24 • 36 % agreed that shopping/services and options for Lindon residents should be provided.
- 26 • 9% thought that property tax revenue was important.

28 Mr. Van Wagenen stated that between the retail and shopping services and options for Lindon residents he sees we are looking at smaller size shops but that it should be shared.

30 7. Do you see the 700 North Corridor as?

- 32 • 55% agreed it was a regional destination? (Supporting population within 8 mile radius.)
- 34 • 36% agreed it was a super-regional destination? (supporting population within 12 mile radius.)
- 36 • 9% agreed it was a community destination? (Supporting population within 3-5 mile radius.)

38 8. How important is non-vehicular access and movement along the 700 North  
40 Corridor?

42	1	0	0%
44	2	3	27%
46	3	4	36%
	4	3	27%
	5	1	9%

9. How important is it that development along the 700 North Corridor has a similar look and feel?

2	1	0	0%
4	2	2	18%
	3	1	9%
6	4	4	36%
8	5	4	36%

10. How important are landscaping standards along the 700 North Corridor?

12	1	0	0%
	2	0	0%
14	3	0	0%
	4	3	27%
16	5	8	73%

11. How important are architectural standards along the 700 North Corridor?

20	1	0	0%
22	2	0	0%
	3	0	0%
24	4	6	55%
26	5	5	45%

12. What is your attitude toward the City master planning the 700 North Corridor?

- 55% felt the City should master plan the corridor with some input from other stakeholders.
- 36 % felt the City should master plan the corridor but with close consultation with other stakeholders.
- 9% felt the City should not master plan the corridor beyond the current zoning and general plan maps.

Councilmember Lundberg commented that we know what we want and to then put some things in place and have the tools ready to go, then it is just a matter of pulling the trigger. Mayor Acerson commented that it might be helpful when some of these retailers are identified to have a conversation with them as to what would attract them to the corridor. Councilmember Lundberg stated the website presence could be freshened up and put some marketing resources, etc., on the web.

Mr. Van Wagenen observed that it seems the majority is on board regarding the landscaping and architectural components. Councilmember Powell suggested giving details in our architectural standards will give developers the opportunity to work within those standards; we don't want to be restrictive but to also present Lindon's vision.

2 Councilmember Lundberg would encourage the group to do their homework to help  
3 define what we have and what we are selling and provide a framework. Following some  
4 additional discussion Mr. Van Wagenen suggested having another work session to clarify  
5 the next steps and noted he appreciates the input tonight.

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

8 **Adjourn** – The meeting was adjourned at 7:15

10 Approved – November 18, 2014

12 \_\_\_\_\_  
13 Kathryn Moosman, City Recorder

16 \_\_\_\_\_  
17 Jeff Acerson, Mayor

20 \_\_\_\_\_  
21 Sharon Call, Chairperson

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

- No Items.

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

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**6. Continued Item: Review & Action — Waste Disposal Contract Addendum and Service Extension with Republic Services** *(10 minutes)*

This item was continued from the October 7, 2014 meeting. Reece DeMille, with Republic Services, requests approval of a 3-year extension to the current waste disposal contract (residential garbage & recycling) which expires June 30, 2015. The current contract contemplates extensions that may be granted upon approval of both parties. An addendum to the current contract has been prepared to clarify price increase limitations and other minor issues as part of the requested extension which will run through June 30, 2018.

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

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

Extension of the contract will not change the current prices charged to the City until July 1, 2016 at which time an agreed upon CPI rate increase will be automatically implemented. An additional CPI increase will also occur on July 1, 2017. These increases cannot exceed 3%. Examples of these rates are provided from the February 2013 and February 2014 data. The rates will be calculated from Feb to Feb so the City has ample time to plan for the increases in its budget process. Provisions for Republic to obtain fuel surcharge increases based upon adopted indexes and rate schedules in the original agreement will still be available.

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

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

ADDENDUM TO RESIDENTIAL SOLID WASTE  
COLLECTION & RECYCLING AGREEMENT

THIS ADDENDUM is made and entered into this the 18<sup>th</sup> day of November, 2014, by and between Lindon City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah, (hereinafter called "Contractor").

WHEREAS, the City and Contractor are parties to certain agreement for services which began on March 1, 2010 for Residential Solid Waste Collection and Curbside Recycling Services, (hereinafter "Agreement") to provide services as stipulated in the Agreement; and

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste collection and disposal service in accordance with the terms of the Agreement that is currently in place; and

WHEREAS, the City desires to extend the Agreement by three (3) years where the current Agreement is set to expire on June 30, 2015;

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

***1) Agreement Extension***

The parties agree that this Addendum constitutes a mutual exercise of the rights to extend the Agreement for municipal solid waste (MSW) and Curbside Recycling, waiving any timing requirements that may have applied in Section 2 of the Agreement and agree that the Agreement will be extended for the period of three (3) years beginning March 1, 2015 and concluding June 30, 2018.

## **2) Pricing**

At the start of the extension period MSW pricing for services shall remain the same as currently invoiced to the City at \$5.48 for each first residential container and \$3.61 for each additional container. Opt-in recycling pricing shall remain the same at \$3.36 for each recycling container.

Contractor will not request a price increase associated with the Agreement in 2015.

Section 8.4, including subsections 8.4.1 and 8.4.3 are hereby combined and amended to read as follows:

8.4 Modification to Rates Starting on July 1, 2016, a price increase will be implemented annually for trash and recycling using the Consumer Price Index for All Urban Consumers (Unadjusted Percent Change for Garbage and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the table for February from the preceding February. The comparison will be from February to February. For example, if the CPI price increase is scheduled for July 1, 2016, the percentages to be increased will be calculated by using the Unadjusted Percent Change for Garbage and Trash Collection Services to February 2016 from February 2015.

Regardless of the CPI rate, the average annual price increase will not exceed 3%.

## **3) Additional Agreement Extensions**

Section 2, TERM OF SERVICE PERIOD AND EFFECTIVE DATE, shall be amended to read as follows:

The parties, having effectively extended this Agreement for the First 3-year extension period (March 1, 2015 to June 30, 2018) allowed in the original Agreement, hereby agree that upon the mutual consent of both parties, the Agreement may be extended for another 3-year period, (July 1, 2018 to June 30, 2021). Either party may exercise the option to extend this Agreement, pursuant to this section, by giving written notice to the other party between January 1, 2018 and March 31, 2018. If neither party gives notice of its intent to extend the Agreement during this window of time, the contract shall terminate pursuant to the terms of this Agreement. If appropriate notice is given, the party receiving the notice must object to the extension in writing within 30 days of receiving the notice in

order to terminate the agreement. If no written objection to the extension is received within the 30-day period, consent to the extension shall be presumed and the contract shall be renewed through June 30, 2021.

The parties expressly acknowledge and agree that nothing in this Addendum or in the original Agreement shall be understood or interpreted as restricting the right of the parties to negotiate and modify this Agreement at any time by written addendum. The parties agree that this includes further extension period(s) beyond the second extension period which may be negotiated and put into place at any time as may be in the best interest of the parties and agreed upon in writing by both parties.

#### **4) Insurance**

Section 11.6.5 – **Cancellation or Reduction in Coverage** shall be amended to read as follows:

*Each insurance policy required by the Agreement shall be endorsed to state that coverage shall not be cancelled unless thirty (30) days prior written notice is given to City by email, return receipt requested.*

Section 11.8 – **Proof of Insurance** shall be amended to read as follows:

*Contractor shall provide City with proof of insurance, with the endorsements as required herein.*

#### **5) Assignment of Contract**

Section 17 of the contract shall be amended to read as follows:

*Neither party may assign, in whole or in part, this Agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or qualified; provided, however, that Contractor may assign this Agreement, without consent, to an affiliate of Contractor or in connection with the sale of Contractor's business. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their representatives and respective successors and permitted assigns.*

**All terms of this Addendum are subject to the original Agreement terms and subsequent addendums and specifications except as modified herein.**

**Lindon City**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah.**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Table 3. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued

(1982-84=100, unless otherwise noted)

Item and Group	Relative importance, December 2013	Unadjusted indexes		Unadjusted percent change to Feb. 2014 from—		Seasonally adjusted percent change from—		
		Jan. 2014	Feb. 2014	Feb. 2013	Jan. 2014	Nov. to Dec.	Dec. to Jan.	Jan. to Feb.
<b>Expenditure category</b>								
Other food away from home <sup>1 2</sup> .....	.315	171.150	172.126	2.4	0.6	-0.1	-0.2	0.6
Alcoholic beverages .....	1.010	236.340	236.314	1.0	.0	.2	-.1	-.3
Alcoholic beverages at home .....	.597	197.050	196.943	.6	-.1	.4	-.1	-.6
Beer, ale, and other malt beverages at home .....	.274	214.182	214.352	1.6	.1	.3	.0	-.3
Distilled spirits at home .....	.073	192.558	192.218	.9	-.2	.2	.0	-.5
Whiskey at home <sup>3</sup> .....	-	204.240	204.616	1.9	.2	-.2	-.4	.1
Distilled spirits, excluding whiskey, at home <sup>1 3</sup> .....	-	186.661	185.816	-.1	-.5	-.5	1.0	-.5
Wine at home .....	.250	168.733	168.455	-.6	-.2	.8	-.3	-.8
Alcoholic beverages away from home <sup>1</sup> .....	.412	320.439	320.606	1.6	.1	-.1	-.2	.1
Beer, ale, and other malt beverages away from home <sup>1 2 3</sup> .....	-	159.134	159.276	2.1	.1	.2	.2	.1
Wine away from home <sup>1 2 3</sup> .....	-	172.908	173.104	.9	.1	.0	-.4	.1
Distilled spirits away from home <sup>1 2 3</sup> .....	-	169.223	169.261	2.0	.0	-.6	-.3	.0
Housing .....	41.448	230.256	230.905	2.5	.3	.2	.4	.2
Shelter .....	32.029	266.754	267.418	2.6	.2	.2	.3	.2
Rent of primary residence <sup>6</sup> .....	6.977	272.317	272.733	2.8	.2	.3	.2	.2
Lodging away from home <sup>2</sup> .....	.795	136.139	140.893	1.8	3.5	-.3	1.3	.6
Housing at school, excluding board <sup>6 7</sup> .....	.169	489.347	489.699	3.4	.1	-.3	.3	.3
Other lodging away from home including hotels and motels .....	.626	277.054	289.162	1.4	4.4	-.5	1.5	.6
Owners' equivalent rent of residences <sup>6 7</sup> .....	23.900	274.740	275.185	2.5	.2	.3	.2	.2
Owners' equivalent rent of primary residence <sup>6 7</sup> .....	22.505	274.713	275.159	2.5	.2	.3	.2	.2
Tenants' and household insurance <sup>1 2</sup> .....	.358	138.189	138.781	2.5	.4	.6	.6	.4
Fuels and utilities .....	5.158	230.098	232.014	5.0	.8	.3	2.0	.9
Household energy .....	3.980	198.266	200.114	5.5	.9	.4	2.6	1.1
Fuel oil and other fuels <sup>1</sup> .....	.275	368.730	394.364	14.0	7.0	3.3	6.8	7.0
Fuel oil <sup>1</sup> .....	.173	389.522	405.344	2.9	4.1	2.4	3.7	4.1
Propane, kerosene, and firewood <sup>8</sup> .....	.102	402.212	448.426	37.5	11.5	4.1	9.4	10.9
Energy services <sup>6</sup> .....	3.705	197.919	198.846	4.8	.5	.1	2.2	.7
Electricity <sup>6</sup> .....	2.872	203.026	202.224	3.8	-.4	.4	1.8	-.2
Utility (piped) gas service <sup>6</sup> .....	.834	179.982	186.095	8.3	3.4	-1.0	3.6	3.6
Water and sewer and trash collection services <sup>2</sup> .....	1.177	201.169	202.149	3.4	.5	.3	.2	.3
Water and sewerage maintenance <sup>6</sup> .....	.902	458.119	461.013	3.6	.6	.3	.2	.3
Garbage and trash collection <sup>1 9</sup> .....	.275	422.440	422.483	2.6	.0	.2	.0	.0
Household furnishings and operations .....	4.262	123.735	123.545	-1.6	-.2	-.2	.0	-.4
Window and floor coverings and other linens <sup>1 2</sup> .....	.278	64.587	64.149	-2.6	-.7	-.8	1.5	-.7
Floor coverings <sup>1 2</sup> .....	.047	107.235	107.517	-2.4	.3	-.1	.2	.3
Window coverings <sup>1 2</sup> .....	.055	74.224	74.528	-1.2	.4	.2	.4	.4
Other linens <sup>1 2</sup> .....	.176	51.767	51.116	-3.4	-1.3	-1.4	2.2	-1.3
Furniture and bedding <sup>1</sup> .....	.787	116.982	115.742	-3.0	-1.1	-.4	.1	-1.1
Bedroom furniture <sup>1</sup> .....	.276	135.123	133.440	-1.0	-1.2	-.6	.5	-1.2
Living room, kitchen, and dining room furniture <sup>1 2</sup> .....	.373	88.748	87.377	-3.0	-1.5	-.5	-.2	-1.5
Other furniture <sup>2</sup> .....	.128	74.003	74.540	-6.4	.7	.2	.6	.0
Infants' furniture <sup>1 3 5</sup> .....	-	NA	NA	-	-	3.1	-	-
Appliances <sup>2</sup> .....	.288	84.830	84.984	-3.5	.2	-.3	.0	-.2
Major appliances <sup>2</sup> .....	.159	97.473	97.785	-3.6	.3	-.7	1.4	.0
Laundry equipment <sup>3</sup> .....	-	109.949	111.231	-5.1	1.2	-1.7	1.7	.4
Other appliances <sup>1 2</sup> .....	.124	69.341	69.342	-3.3	.0	-.3	-.9	.0
Other household equipment and furnishings <sup>2</sup> .....	.503	61.473	61.514	-5.6	.1	-.4	-1.2	-.7
Clocks, lamps, and decorator items <sup>1</sup> .....	.275	50.274	49.954	-8.6	-.6	-.6	-.8	-.6
Indoor plants and flowers <sup>10</sup> .....	.106	125.417	128.274	.3	2.3	-.5	.2	.6
Dishes and flatware <sup>1 2</sup> .....	.045	58.299	57.363	-5.8	-1.6	-2.1	3.2	-1.6
Nonelectric cookware and tableware <sup>2</sup> .....	.077	94.442	94.927	-3.4	.5	-.6	-1.3	.1
Tools, hardware, outdoor equipment and supplies <sup>2</sup> .....	.715	91.524	92.236	.0	.8	-.2	.3	.6
Tools, hardware and supplies <sup>1 2</sup> .....	.189	100.060	101.036	.6	1.0	-.8	.1	1.0
Outdoor equipment and supplies <sup>2</sup> .....	.371	87.437	88.050	-.3	.7	.0	.3	.5
Housekeeping supplies <sup>1</sup> .....	.860	188.108	188.328	-.9	.1	.1	.0	.1
Household cleaning products <sup>1 2</sup> .....	.343	120.625	120.546	-1.9	-.1	.2	.2	-.1
Household paper products <sup>1 2</sup> .....	.251	169.684	169.702	.2	.0	-.3	-.2	.0
Miscellaneous household products <sup>1 2</sup> .....	.267	119.280	119.820	-.5	.5	.2	-.2	.5
Household operations <sup>1 2</sup> .....	.831	159.202	158.481	1.1	-.5	.1	.0	-.5
Domestic services <sup>1 2</sup> .....	.277	152.759	153.105	3.1	.2	.9	-.1	.2
Gardening and lawn care services <sup>1 2</sup> .....	.269	NA	NA	-	-	.0	-	-

See footnotes at end of table.

Table 3. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued

(1982-84=100, unless otherwise noted)

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		Jan. 2013	Feb. 2013	Feb. 2012	Jan. 2013	Nov. to Dec.	Dec. to Jan.	Jan. to Feb.
<b>Expenditure category</b>								
Other food away from home <sup>1 3</sup> .....	.363	168.126	168.142	1.6	0.0	0.0	0.2	0.0
Alcoholic beverages .....	.949	232.558	233.898	1.4	.6	.3	-.1	.4
Alcoholic beverages at home .....	.568	194.368	195.684	.8	.7	.3	-.1	.2
Beer, ale, and other malt beverages at home .....	.272	209.781	210.918	1.0	.5	.3	.1	.1
Distilled spirits at home .....	.071	189.573	190.432	.3	.5	.4	.1	.2
Whiskey at home <sup>2</sup> .....	-	200.278	200.782	.7	.3	.2	.2	.1
Distilled spirits, excluding whiskey, at home <sup>1 2</sup> .....	-	184.711	185.931	.6	.7	-.4	1.0	.7
Wine at home .....	.225	167.998	169.529	.7	.9	.6	-.4	.4
Alcoholic beverages away from home <sup>1</sup> .....	.381	314.141	315.476	2.3	.4	.2	.2	.4
Beer, ale, and other malt beverages away from home <sup>1 2 3</sup> .....	-	155.783	156.035	2.4	.2	.1	.3	.2
Wine away from home <sup>1 2 3</sup> .....	-	169.845	171.619	3.2	1.0	.2	.1	1.0
Distilled spirits away from home <sup>1 2 3</sup> .....	-	165.384	165.973	2.3	.4	.1	.1	.4
Housing .....	41.021	224.790	225.382	1.9	.3	.1	.2	.2
Shelter .....	31.681	260.039	260.720	2.3	.3	.1	.2	.2
Rent of primary residence <sup>6</sup> .....	6.545	264.700	265.256	2.7	.2	.2	.2	.3
Lodging away from home <sup>3</sup> .....	.741	134.070	138.380	1.1	3.2	-.3	1.2	.3
Housing at school, excluding board <sup>6 7</sup> .....	.159	473.751	473.751	4.2	.0	-.3	.4	.2
Other lodging away from home including hotels and motels .....	.582	274.183	285.292	.4	4.1	-.5	1.4	.3
Owners' equivalent rent of residences <sup>6 7</sup> .....	24.041	267.995	268.448	2.1	.2	.1	.2	.2
Owners' equivalent rent of primary residence <sup>6 7</sup> .....	22.622	267.972	268.424	2.1	.2	.1	.2	.2
Tenants' and household insurance <sup>1 3</sup> .....	.354	133.946	135.459	4.9	1.1	1.0	.1	1.1
Fuels and utilities .....	5.300	220.228	220.992	1.8	.3	.3	.4	.6
Household energy .....	4.099	189.190	189.768	.7	.3	.3	.5	.6
Fuel oil and other fuels <sup>1</sup> .....	.332	338.084	346.070	-1.3	2.4	.2	.7	2.4
Fuel oil <sup>1</sup> .....	.234	381.889	393.782	2.3	3.1	.0	-.2	3.1
Propane, kerosene, and firewood <sup>8</sup> .....	.099	324.047	326.104	-8.8	.6	-.6	.9	.8
Energy services <sup>6</sup> .....	3.767	189.444	189.679	.9	.1	.3	.4	.5
Electricity <sup>6</sup> .....	2.850	194.525	194.739	.8	.1	.2	1.1	.3
Utility (piped) gas service <sup>6</sup> .....	.917	171.597	171.888	1.3	.2	.7	-1.7	1.2
Water and sewer and trash collection services <sup>3</sup> .....	1.201	194.553	195.505	5.4	.5	.4	.4	.3
Water and sewerage maintenance <sup>6</sup> .....	.908	442.190	444.814	6.2	.6	.4	.4	.3
Garbage and trash collection <sup>1 9</sup> .....	.293	411.126	411.805	2.9	.2	.1	.2	.2
Household furnishings and operations .....	4.040	125.400	125.601	-.5	.2	-.2	-.1	.0
Window and floor coverings and other linens <sup>1 3</sup> .....	.266	66.351	65.872	-3.8	-.7	-1.3	.6	-.7
Floor coverings <sup>1 3</sup> .....	.038	110.991	110.206	-3.1	-.7	-.9	.7	-.7
Window coverings <sup>1 3</sup> .....	.076	74.442	75.470	1.4	1.4	-.3	-.4	1.4
Other linens <sup>1 3</sup> .....	.152	53.844	52.893	-6.5	-1.8	-1.9	1.0	-1.8
Furniture and bedding <sup>1</sup> .....	.713	118.898	119.357	.0	.4	-.4	-.6	.4
Bedroom furniture <sup>1</sup> .....	.232	134.445	134.805	-1.1	.3	-.9	-1.0	.3
Living room, kitchen, and dining room furniture <sup>1 3</sup> .....	.337	89.418	90.095	.3	.8	-.4	-.2	.8
Other furniture <sup>3</sup> .....	.137	79.912	79.638	.9	-.3	.0	-1.1	-1.3
Infants' furniture <sup>1 2 5</sup> .....	-	NA	NA	-	-	-	-	-
Appliances <sup>3</sup> .....	.285	88.323	88.086	-1.0	-.3	.1	.4	-.9
Major appliances <sup>3</sup> .....	.165	101.853	101.465	-.5	-.4	.2	.0	-.8
Laundry equipment <sup>2</sup> .....	-	117.777	117.252	.4	-.4	.1	-1.2	-1.4
Other appliances <sup>1 3</sup> .....	.117	71.767	71.691	-1.7	-.1	-.5	1.6	-.1
Other household equipment and furnishings <sup>3</sup> .....	.481	65.129	65.175	-2.7	.1	-.1	.0	-.7
Clocks, lamps, and decorator items <sup>1</sup> .....	.250	55.053	54.644	-5.0	-.7	-.8	.9	-.7
Indoor plants and flowers <sup>10</sup> .....	.101	125.439	127.853	-.2	1.9	-.3	-.5	.5
Dishes and flatware <sup>1 3</sup> .....	.046	60.868	60.868	-2.1	.0	-.3	4.3	.0
Nonelectric cookware and tableware <sup>3</sup> .....	.083	97.981	98.312	1.1	.3	-.1	.8	-.2
Tools, hardware, outdoor equipment and supplies <sup>3</sup> .....	.675	91.946	92.254	-.1	.3	-.1	.1	.3
Tools, hardware and supplies <sup>1 3</sup> .....	.172	99.607	100.407	.6	.8	.0	.0	.8
Outdoor equipment and supplies <sup>3</sup> .....	.358	88.197	88.278	-.5	.1	-.3	.3	-.1
Housekeeping supplies <sup>1</sup> .....	.890	189.474	190.007	-.3	.3	.0	-.3	.3
Household cleaning products <sup>1 3</sup> .....	.360	122.401	122.874	-.9	.4	.1	-.6	.4
Household paper products <sup>1 3</sup> .....	.244	168.984	169.328	1.3	.2	-.3	-.1	.2
Miscellaneous household products <sup>1 3</sup> .....	.286	120.207	120.466	-.9	.2	-.1	-.1	.2
Household operations <sup>1 3</sup> .....	.730	156.436	156.730	1.6	.2	.1	.2	.2
Domestic services <sup>1 3</sup> .....	.251	148.711	148.543	1.4	-.1	.2	.3	-.1
Gardening and lawn care services <sup>1 3</sup> .....	.238	NA	NA	-	-	.0	-	-

See footnotes at end of table.

## AGREEMENT

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

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

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

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

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

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

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

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

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

- 1.4.1. **Bulky Waste.** Stoves, refrigerators, water tanks, washing machines, furniture and other similar items and materials, Large Dead Animals, Hazardous Waste, or Stable Waste, or other materials with weights or volumes greater than those allowed for Bins or Containers as the case may be.
- 1.4.2. **Commercial and Industrial Refuse.** All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a producer at a Large Commercial and Industrial Unit.
- 1.4.3. **Construction Debris.** Waste building material resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Larger Commercial or Industrial Unit.
- 1.4.4. **Hazardous Waste.** Any waste that contains any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic material which is listed or characterized as hazardous under federal, state, or local law or water regulations. Hazardous Water shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Department of Environmental Protections Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended from time to time.
- 1.4.5. **Institutional Solid Waste.** Solid waste originating from education, health care, and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments. Institutional Solid Waste shall not include group homes.
- 1.4.6. **Larger Commercial and Industrial Units.** All premises, locations or entities, public or private, required Garbage and Rubbish collection within Lindon City that are not defined as a Residential Unit or a Municipal Facility.
- 1.4.7. **Large Dead Animals.** Animals or any portion thereof equal to or more than ten pounds in weight that have expired due to any cause except those slaughtered or killed for human use.
- 1.4.8. **Offal Waste.** Animal (land or marine) matter from establishment such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

- 1.4.9. Special Waste.** Nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing, or disposal as a result of the characteristics or, processes which generate such waste. Special Waste shall included, but not be limited to:
- a) waste iron from commercial or industrial activity;
  - b) waste generated by an industrial processes or pollution control processes;
  - c) waste containing free liquids;
  - d) articles from the cleanup of a facility that produces, stores, processes, or disposes of chemical substances, commercial precuts or wastes;
  - e) waste containing asbestos;
  - f) containers that once held hazardous substances or solid waste that has come in contact with any of the times listed in this subsection;
  - g) filter cake sludge from any waste water treatment process;
  - h) any waste that contains any regulated polychlorinated biphenyls; and
  - i) ash, sludge, tires, and powders.
- 1.4.10. Stable Matter.** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.4.11. Vegetable Waste.** Putrescible solid waste resulting from the processing of plans for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption in places such as cafeterias and restaurants.
- 1.5. Fiscal Year.** The annual period used in this Agreement for reviewing and modifying fees under the terms of terms of this agreement and which runs from July 1<sup>st</sup> in any give calendar year to June 31<sup>st</sup> of the following calendar year.
- 1.6. Large Multi-Family Residential Units.** Dwelling structures or condominium dwellings, consisting of more than four individual households or units.
- 1.7. Municipal Facilities.** Those locations owned or operated by Lindon, including, but not limited to the city hall, city aquatics center, community center, senior citizen center, public works facilities, veterans' hall, city parks, and trail heads.
- 1.8. Recycling.** The collection of and delivery of Recyclable Materials pursuant to the terms and conditions of this Agreement.

- 1.9. Recyclable Materials.** For the purposes of this Agreement, the following items are classified as Recyclable Materials: Plastic Soft Drink Bottles (#1's) and Milk Jugs (#2's); Aluminum Beverage Cans; Newspapers; Corrugated Cardboard; Magazines, Junk Mail; Tin Cans; Brown Paper Bags; Phone Books; Paperboard; Office Paper; Cereal Boxes; Notebook Paper; Paper towel and toilet paper tubes; All Plastics #3-7,(Look for symbol on container); Shoe Boxes. As the recycling commodities market changes from time to time, this list of recyclable material may be modified from time to time, upon the mutual agreement of the parties.
- 1.10. Residential Solid Waste.** Without limiting the general applicability of the definition of residential solid waste, the following types of waste are included in the definition of residential solid waste which shall be collected by Allied:
- 1.10.1. Garbage.** Any and Small Dead Animal; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents unless expressly excluded from collection under the terms and definitions of this Agreement.
- 1.10.2. Rubbish.** All waste wood, wood chips, shavings, sawdust, printer material, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery, glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other materials not expressly excluded from collection under the terms and definitions of this Agreement.
- 1.10.3. Small Dead Animal.** Animals or any portion thereof less than ten pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.10.4. Solid Waste.** Useless, unwanted or discarded material with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation, and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.1. Waste Material to Be Contained.** All Waste Material to be collected shall be contained in Containers so as to minimize leaking, spills, and blowing.
- 5.2. Location of Containers.** Each Container shall be placed at the curbside for collection. Containers shall be placed as close as practicable to the roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction blocks the curbside, containers shall be placed as close as practicable to an access point for the collection vehicle. Allied may decline to collect any Container not placed at the curbside or any Waste Material not in a Container.
- 5.3. Hours of Operation.** Collection of Waste Materials shall not start before 7:00 a.m., or continue after 8:00 p.m. on the same day. Exception to collection hours shall be allowed only upon mutual agreement of the parties or when unforeseen circumstances may it reasonably necessary to exceed the set hours in order to complete the collection on a collection route that has been commenced but not completed.
- 5.4. Collection Routes.** Residential Unit and Municipal Facility collection routes and dates of collection have previously been established by Allied and such route shall continue currently collected. Allied may from time to time change collections routes or dates of collection. Allied shall be responsible for providing notice of such changes to the Residential Units and and shall give residents at least two weeks advanced notice by placing hangers at each residential unit or municipal facility before the proposed changes become effective,. Lindon agrees to assist in notification of changes to the collections routes by agreeing to include notice of such changes in the city utility billing mailings.
- 5.5. Collections Along City Boundaries.** In some locations, Lindon's city boundaries share streets in common with the Orem or Pleasant Grove, with Lindon Residential Units on one side of the street and Residential Units from the other municipality on the other side. Because the cost of disposal at the Disposal Site is billed directly to Lindon and is based on the weight of the Waste Material, and because Allied has or may have contracts for waste collection services with Orem or Pleasant Grove, Allied agrees not to create or use any collection routes that might mix the collection of Residential Solid Waste from Lindon with any Waste Materials collected from any other municipality.

- 5.6. Mixing of Types of Waste Materials.** As Lindon is responsible for the costs of disposal at the Disposal Site, and as such costs are based on weight, Allied will not allow Residential Solid Waste to be mixed with any Recycled Materials or with any other type of material that might increase the costs of disposal.
- 5.7. Collection of Recyclable Materials.** Allied shall provide curbside recycling services to Lindon Residential Units who subscribe through the City. Allied will supply Recyclable Material Containers and a list of acceptable materials to any Residential Unit signing up for the recycling program and will collect such containers if a Residential Unit stops their participation in the recycling program. Allied will collect Recyclable Containers using a schedule that ensures collection at least one time every other week. Allied will make its best efforts to arrange to collect Recyclable Materials on the same day of the week on which it collects waste materials.
- 5.7.1. Proper Recycling Materials.** Lindon and Allied will work together to ensure that only proper Recyclable Materials are placed in Recyclable Material containers and shall issue warnings (tagging containers) to residents not complying with program restrictions on materials that may be deposited for collection. After two notices of non-compliance are given to any Residential Unit within any calendar year, Allied may remove the Recyclable Materials Container from the offending Unit.
- 5.8. Holidays.** The parties agree that for the purposes of the agreement, holidays shall be such days that are designated holidays by the North Point Solid Waste Transport Station:
- a)
- 5.8.1.** Allied shall suspend collection services on holidays observed by the North Point Solid Waste Transfer Station, but must still provide collection services to each Residential Unit and Municipal Facility at least once per week. On weeks in which a holiday occurs Allied will make all reasonable efforts to collect Waste Materials from each Residential Unit and Municipal Facility within one day after the regularly scheduled collection time.
- 5.9. Complaints.** Lindon shall refer all complaints regarding collection to Allied. Allied shall give prompt and courteous attention to complaints. In cases of missed collections, all complaints must be presented to Allied within 24 hours of when the missed pickup was supposed to have been collected. If Allied receives a report of a missed collection, within 24 hours of the scheduled pick up time, Allied

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 8.4.2. **Procedure for Modifying Fees.** Increases to fees must be approved by Lindon City Council and must be supported by documentation justifying the modification. Nothing herein shall be construed as requiring the City Council to grant a fee increase.
- 8.4.3. **Timing of Modification of Fees.** The parties agree to consult with one another by April 1<sup>st</sup> of each year, beginning in 2011, in regard to what modifications to the fees are appropriate. If Allied desires a fee increase it must request that the increase be presented to the City Council with sufficient time to put the item on the City Council Agenda before the last scheduled meeting in June. Any change to the fees shall become effective the first day of the following fiscal year. (July 1<sup>st</sup>)
- 8.5. **Billing.** Allied shall provide Lindon with its bill for collection and disposal services rendered to Residential Units during any given month by the last day of that month. If Lindon receives the bill by this time, Lindon will make payment to Allied by the 10<sup>th</sup> day of the next month. If Lindon receives the bill after the last day of the month, payment shall not be required to be made by the 10<sup>th</sup> as indicated herein, but such late billing will be added to the billing for the following month and paid with the subsequent bill.
- 8.6. **Payment.** Lindon shall pay Allied the fees outlined herein on or before the last day of the month following the month in which the service was rendered. Lindon shall prorate any accounts that were established or terminated during the month so that it only pays for the number of days that each account was actually serviced. Lindon may withhold payment if it determines that Allied has not proved the agreed upon level of service. Payment may be withheld only in proportion to the services in dispute and only until a satisfaction resolution to issue has been reached.
- 8.7. **Late Payments.** Payments not received on or before the date due shall be subject to a late fee of one and one-half percent of the amount owing. In the event that Lindon withholds a portion of the fee pending a dispute and it is determined Allied was entitled to the funds, those funds will be subject to the late fee described herein. However, if it is determined that the funds withheld, or a portion thereof, were correctly withheld, then no late fee shall be paid by Lindon.
- 8.8. **Audit.** Lindon may request and be provided with an opportunity to audit all books and records of Allied directly related to services provided to Lindon and which are used to support the calculations of the charges invoiced to Lindon under this Agreement. Lindon may request either a formal or informal audit and agrees to be responsible for engaging and directing auditors or accounts and for paying for

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

9. **NEW DEVELOPMENT.** Upon development of new subdivisions within Lindon, Allied will, with 30 days notice, provide residential solid waste and recyclable material collection and disposal services to the new development under the same terms and conditions as established herein. Allied is not responsible to provide residential solid waste and recyclable material collection and disposal services to residential areas that may be annexed into Lindon during the service period under this Agreement. The service of such annexed areas shall be subject to negotiation of mutually acceptable amendment to this Agreement.
  
10. **COMPLIANCE WITH LAWS.** Allied shall at all times conduct its operations in compliance with all applicable federal state and local laws.
  
11. **INSURANCE.** Allied shall procure and maintain the following types of insurance for the duration of this Agreement and agrees to provide proof of such insurance upon request from Lindon. The insurance shall cover damages, injuries, and losses arising from Allied's performance of the Agreement, including any action or failure to act by any employee, representative, agent, or subcontractor.
  - 11.1. **Commercial General Liability.** Commercial general liability insurance with coverage that is at least as broad as that established by the Insurance Services Office Commercial General Liability coverage with a \$2,500,000.00 combined single limit per occurrence for bodily injury or property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$5,000,000.00.
  
  - 11.2. **Business Auto.** Business auto insurance with liability insurance with coverage that is at least a broad as that established by the Insurance Services Office Commercial Business Auto coverage, with a \$3,000,000.00 combined single limit per occurrence for bodily injury or property damage.
  
  - 11.3. **Workers' Compensation and Employer Liability.** Workers' compensation insurance as required by the State of Utah and a \$1,000,000.00 per incident for bodily injury by accident and \$1,000,000.00 per incident for bodily injury by disease for Employer's liability.

- 11.4. Deductibles.** Allied shall declare to Lindon any deductible and provide proof, acceptable to the City, that it has adequate provisions and funds or reserves to cover such deductibles. Provisions of Section 11 shall not be deemed satisfied until Lindon has accepted and approved Allied's deductibles, which approval shall not be unreasonably withheld.
- 11.5. Self-Insurance.** Self-Insurance will not satisfy the requirements of this section.
- 11.6. Policy Provisions.** The policies required herein shall contain or be endorsed to contain the following provisions:
- 11.6.1. Additional Insured.** Lindon, its officers, officials, employees and volunteers shall be listed as additional insureds under the commercial general liability and the business auto policies. The coverage shall also contain no special limitations on the scope of protection afforded Lindon and its officers, officials, employees and volunteers.
- 11.6.2. Primary Insurance.** Allied's insurance coverage shall be primary insurance. Any insurance maintained by the City shall be exclusive of Allied's insurance and shall not contribute with it.
- 11.6.3. Separate Application.** Allied's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.
- 11.6.4. Waiver of Subrogation.** The insurers shall waive, in writing, all rights of subrogation against the City its officers, officials, employees and volunteers for losses arising from Allied's actions in acting or failing to act under this Agreement.
- 11.6.5. Cancellation or Reduction in Coverage.** Each insurance policy required by the Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits unless thirty (30) days prior written notice is given to Lindon by certified mail, return receipt requested. If insurance lapse or is modified without prior Lindon approval, Lindon shall have the option, at its sole discretion, to purchase insurance on behalf of Allied and deduct the premiums from amounts owed to Allied or to terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **GENERAL PROVISIONS.**

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

Lindon City

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

Allied Waste Services

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

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

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

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

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

- 18.6. **Waivers.** The failure of either party to enforce any rights under this Agreement shall not be deemed to constitute a waiver of such right or rights. Any wavier of right granted by either party for one or more events shall constitute a continuing wavier of other events, whether similar in nature or not.
- 18.7. **Amendments.** No provision of this Agreement may be modified except in writing agreed to by both parties.
- 18.8. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.
- 18.9. **Lawful Agreement.** The parties represent that they have the right and authority to enter into this Agreement and, in doing so, have complied with all relevant statues, ordinances, resolutions and by-laws and another legal requirements applicable to their operations.
- 18.10. **Time of Essence.** Time shall be of the essence in executing this Agreement.
- 18.11. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings are for convenience only and do not constitute a part of the provisions hereof.
- 18.12. **No Presumption.** All parties have participated in preparing this Agreement and as such the parties agree that any court interpreting this Agreement shall not apply any presumption against the drafting party nor more strictly construe it against one party over the other.
- 18.13. **Non-Waiver of Governmental Authority.** Nothing contained in this Agreement shall be deemed to be a wavier or abrogation of the legislative, governmental, or police power of the City to promote and protect the health, safety, morals, and general welfare of the City or its inhabitants, nor shall the Agreement prohibit the enactment by Lindon of any fee which is uniform or of general application within the City.

- 18.14. **No Partnership.** Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between Lindon and Allied.
- 18.15. **Integrated Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.
- 18.16. **Attorneys Fees and Costs.** If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.
- 18.17. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each the parties.

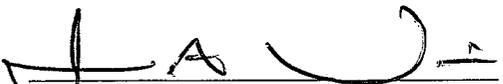
(Signatures on the following Page)

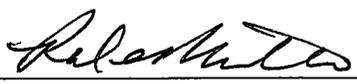
DATED FEBURARY, 16 2010

DATED FEBURARY, 26 2010

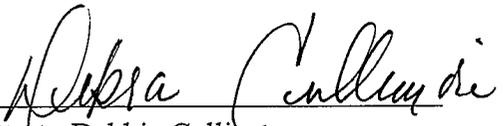
LINDON CITY

ALLIED WASTE SERVICES

  
\_\_\_\_\_  
JAMES DAIN  
Lindon City Mayor

By:   
\_\_\_\_\_

Its:   
\_\_\_\_\_

  
\_\_\_\_\_  
Attest: Debbie Cullimore  
Lindon City Recorder.



# EXHIBIT A

## UTAH MARKET FUEL SURCHARAGE TABLE

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

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

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

## 7. Review & Action — Little Miss Lindon: Parade Float Funding (30 minutes)

Representatives from the Little Miss Lindon organization will present to the Council a request for increased funding for the Lindon City parade float used by Little Miss Lindon royalty. For the 2014-15 fiscal year the City has budgeted \$750 for parade float expenses and \$5,000 for Little Miss Lindon pageant and program funding.

### Background:

Lindon City has historically funded the Little Miss Lindon program by providing \$5,000 towards the program and pageant expenses, and an additional \$5,000 towards the parade float funding. The float is only used by Little Miss Lindon royalty. Due to budgetary constraints in July 2014 the City Council reduced the float funding to \$750 with the idea that the float could be maintained and operated, but would not need to be fully re-built each year. Many other budget reductions were also made to other programs and services offered through the city.

Representatives from the Little Miss Lindon organization appeared at a recent budget amendment public hearing to request additional funding be added back to the parade float budget. The Council asked for additional information on how much is needed to annually reconstruct the float, and what standard is expected for floats from year-to-year.

Little Miss Lindon representatives have provided the attached information and will discuss their proposals for funding with the City Council. If the Council alters the funding level for the float, staff will present the formal budgetary adjustments during the next budget amendment hearing.

**Sample Motion:** I move to (approve, continue, deny) the funding request for the parade float in the amount of \$ \_\_\_\_\_ for fiscal year 2014-15, and recommend the change be amended at the next available budget hearing, with the following conditions:

The total expenses for the parade float by fiscal year are below.

2010	5,581.01
2011	4,684.30
2012	4,470.62
2013	4,900.78
2014	4,859.15

*Little Miss Lindon*

## FLOAT BUILDING OPTIONS

LINDON CITY

NOV 1 2014

RECEIVED

1. Modern Display build float.
  - City Council can give input for a "Lindon City" themed float.
  - The cost will be around \$10,000 for the first year, with additional cost yearly around \$1,000.
  - This float could last for 3 years, being generic in theme.
  - See print out and drawing from Howard with Modern Display.
  
2. Modern Display build float yearly.
  - Other cities construct new floats yearly to represent their city.
  - Float will coincide with Lindon Days and theme of our city parade.
  - Input can be given from city council, park and recreation department.
  - The cost will be \$10,000 yearly, professionally built with new float each year.
  - See estimate from Howard.
  
3. Keep Float budget at \$5000.
  - Little Miss Lindon families will build float to pageant theme that represents the city.
  - New float yearly.
  - Cost per year is \$5000, but getting harder to build it at that price.
  - A con to this is families are not wanting to their daughters to tryout for Little Miss Lindon because of the difficulty and time commitment to build a float.









Fencing - 8 pc - each color - =  $16 \times 9^{\circ} = 144^{\circ}$

Postonly = 100' = 4 pc. @  $14^{\circ}$

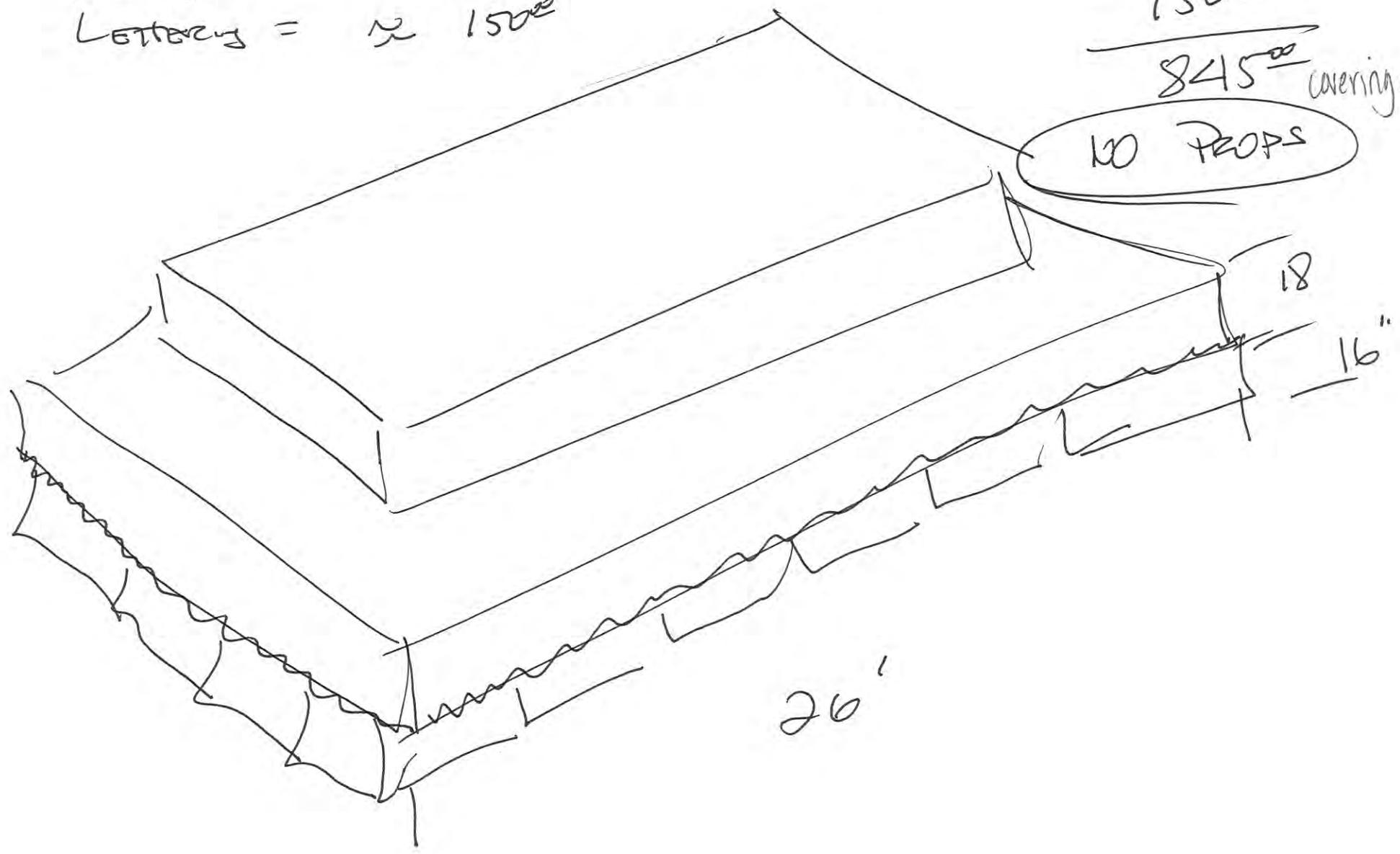
Sheeting = 45 yds - @  $11^{\circ}$  (Avg) =

Letters =  $\approx 150^{\circ}$

	56 <sup>00</sup>
	<u>495<sup>00</sup></u>
	<u>152<sup>00</sup></u>

845<sup>00</sup> covering only

100 PROPS



LML FLOAT BUDGET  
\$5000

INSURANCE (200)

BANNER (150)

APPLICATIONS (100)

WOOD LETTERING(250)

CAR NEEDS (100)

MODERN DISPLAY (2200)

HOME DEPOT (1000)

FOAM (500)

HOBBY LOBBY (500)

LML FLOAT BUDGET  
\$5000

INSURANCE (200)

200

BANNER (150)

137.89

APPLICATIONS (100)

80

WOOD LETTERING(250)

42.59

19.12

400 (BYU woods)

CAR NEEDS (100)

0

MODERN DISPLAY (2200)

270

43.80

1200

327.48

328.90

HOME DEPOT (1000)

102.66

16.29

52.09

95.24

72.26

419.79

16.44

27.18

FOAM (500)

400.69

6.99

21.39

HOBBY LOBBY (500)

84.91            9.60

48.68            10.50

14.30            10.89

25.63

100.33

146.84

65.97

**PARADE FLOAT BUSINESS PROFILE  
2011**

**PRESENTED TO:**

**Lindon City**

**SUBMITTED BY:**



**© Copyright 2014 Modern Display Service, Inc.  
All Rights Reserved.**

**This profile and the designs contained herein are property of Modern Display Service, Inc. Use by other than the intended recipient is prohibited without the express, written consent of Modern Display Service, Inc**

**Submitted by:  
Modern Display Service, Inc.**

**Background Information & Qualification:**

Modern Display has been designing and building parade floats throughout the intermountain west for over 50 years. Modern Display has long been recognized as the leader in providing reliable parade float services for commercial entities, municipalities and non-profit organizations. Modern Display possesses all the necessary elements and resources to construct quality parade floats under one roof. All aspects of your parade float will be handled by members of our talented and experienced staff. There will be no need to outsource any aspect of the parade float. Our resources include:

- 80,000 square foot warehouse and production facility including the latest in tools and construction resources.
- Exclusive distributor of Victory Corps. (formerly Vaughn's) float decorating materials that are recognized as the industry leader in both design and quality
- Talented and dedicated staff with over 100 years combined float-building experience.

**Staff:**

Modern Display's staff is unmatched in terms of experience and talent when it comes to designing and constructing parade floats. Following is a brief description of the key Modern Display personnel that would be involved in designing and constructing your parade float:

**Spencer Vriens, Vice President:**

Mr. Vriens is the vice president of Modern Display with responsibility for oversight of the float-building process. He has experienced float building on many levels over the years from actual construction, to design, to supervision. He is intimately involved in the float building process and personally oversees float-building activities on a daily basis. He has over 20 years of float building experience.

**Howard Wilson, Project Manager**

Mr. Wilson has been an employee of Modern Display for over 25 years and has participated in the float building process during each year of his employment. His experience in float building ranges the full spectrum and includes sales, construction, and design. Howard will be your primary contact for the duration of the float construction and parade season.

These are the key players in bringing each float project to fruition. In addition, Modern Display employs a staff of experienced and talented welders, mechanics, carpenters, sculptors and prop builders that combine to provide the best possible parade product.

**Experience:**

As has been mentioned, Modern Display has been designing and building award winning parade floats for over 50 years. Our recent client list includes: West Valley City, UVU, BYU, Mountain West Medical Center, Central Bank, Lehi City, Pleasant Grove City, Cottonwood Heights City, and Taylorsville City. We can provide a list of contacts for recent clients should you choose to obtain references.

**Design:**

Modern Display specializes in creating memorable parade floats that are more than just literal interpretations of the current year's parade theme. For example, this float incorporates elements that hearken back to a quieter time. In this example the entire crop dusting plane rotated as the float traversed the parade route.



Lehi City 2010

### Pricing:

Construction of a float on a self-propelled chassis owned by Lindon City.

Design and construction as agreed at time of construction

Single year contract starting at: **\$9,000.00**

(Actual pricing based on complexity of design, however we can create most designs in the designated budget)

Price includes:

Consultation and design services and float construction on the Lindon City float chassis

Parade services available for an additional fee

Modern Display is excited to present this business profile to you and we look forward to continuing our relationship with Lindon City

We are confident in our ability to offer the finest product on the market.

You will find Modern Display, as always, receptive to your needs and willing to work with you to create the finest parade float available.



Thank you for your consideration,

Howard Wilson, Modern Display

**8. Public Hearing — Fee Schedule Change: Community Center Rental Rates for Commercial Uses (Resolution #2014-14-R)** *(10 minutes)*

At the request of the Mayor and Council, the Parks & Recreation Director, Heath Bateman, is presenting changes to the fee schedule to allow commercial activities & rentals in the Community Center. Proposed changes are outlined in Resolution #2014-14-R.

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

Based on past direction from the Council, Mr. Bateman has provided recommended rates for commercial rentals at the Lindon City Community Center. The Council previously requested information on how much it costs to operate the Community Center per day/hour. For hours that the center is typically open staff estimates it costs the city a MINIMUM of about \$48 per hour to open the community center, plus programming costs. Whether fees are adjusted to fully cover costs is up to the Council's direction. Any increase in rates for commercial uses will help to offset the operating costs.

**Sample Motion:** I move to (approve, continue, deny) Resolution #2014-14-R outlining the updated fees for commercial rental rates at the Lindon City Community Center, with the following conditions:

Attached is the fee schedule proposal.

I added \$10 per rental category and 20% off for non profit.

At these rates, I didn't put in a daily ceiling for rental cost like a \$300 limit per day as I think this rental rate is fair and I it will be tough to find multiple days in a row that a person can rent the Gym or CCA without displacing other programs. (exception might be in the summertime, but it still would be tough.)

Heath G. Bateman

Parks and Recreation Director

**RESOLUTION NO. 2014-14-R**

**A RESOLUTION AMENDING THE 2014-15 LINDON CITY FEE SCHEDULE TO UPDATE COMMUNITY CENTER RENTAL FEES CHARGED BY THE CITY AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Municipal Council of Lindon City has adopted an annual Fee Schedule to define and identify all fees that may be imposed by Lindon City for various public services; and

WHEREAS, the City Council finds it is necessary to amend the Fee Schedule from time to time; and

WHEREAS, the fees charged by the City will ensure adequate recovery of costs and continue effective services within the City; and

WHEREAS, the City Council has determined that amendments to the Community Center Rental fees is appropriate to accommodate a wider variety of services at the Community Center; and

WHEREAS, approval of the proposed Fee Schedule amendments will benefit the public.

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

**Section 1.** The 2014-15 Lindon City Fee Schedule, Community Center rental rates is amended as outlined in the attached ‘Exhibit A’; and

**Section 2.** This resolution shall take effect immediately upon passage.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
Jeff Acerson, Mayor

Attest:

By \_\_\_\_\_  
Kathryn A. Moosman, City Recorder

SEAL:

Exhibit 'A'

**Community Center Rental Proposal**

Lindon City’s organized programs will take priority over private rental times.

**Definitions**

- **Resident** – Must live in the Lindon City boundaries. Proof of residency will be required in the form of a utility bill in the name of the renter or other definitive proof of residency.
- **Non-Resident** – Anyone living outside of the Lindon City boundaries.
- **Commercial** – Defined as a function of the sale or promotion of goods and/or services, or for the conduction of the business of or training of a private organization.
- **Non-profit** – incorporated 501c3 not for profit organizations under the income tax code. Proof of incorporation will be required to prove status.

**Rental Fees**

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

Room	Current Rates	Resident	Non-Resident	Commercial	Non-profit (must show proof of nonprofit tax status)
Classroom	\$25/h	\$25/h	\$35/h	\$45/h	\$20/h
Gymnasium	\$50/h	\$50/h	\$60/hr	\$70/h	\$40/h
Kitchen	\$20/hr	\$20/h	\$30/h	\$40/h	\$16/h
Cultural Art Auditorium	\$45/h	\$45/h	\$55/h	\$65/h	\$36/h

*Current rates for residents only shown in blue & white. Proposed rates for non-resident, commercial, and non-profit organizations shown in yellow.*

**Soccer**

- Fall Indoor Soccer \$35.00
- Spring Soccer \$35.00

**Volleyball** \$35.00

**Late Fee** \$5.00

**Cancellation Fee** \$10.00

☼ Refund policy for sports and other programs:

Refund requests for sports and other programs which are received before season/program start dates are eligible for a full refund less the cancellation fee. Refunds requests received after the season/program start dates, but before half of the time has elapsed may be eligible for a 50% refund less the \$10 cancellation fee. Refund requests received after half of the season/program has elapsed are not eligible for refunds.

**Other programs may be added with fees set under the direction of the Community Center Advisory Board.**

**RENTALS**

☼ Refund policy for rentals:

Rentals must be cancelled 24 hours prior to reserved time in order to qualify for a refund less the cancellation fee. No refunds for weather related cancellations. However, the reservation may be moved to an available date within the same calendar year.

For pool rentals, see "Aquatics"

**Community Center**

- **Deposit** 50% of total rental cost

▪ **Hourly Rates**

Area	Resident	Non-profit
Classroom	\$25/hr	\$15/hr
Gymnasium	\$50/hr	\$30/hr
Kitchen	\$20/hr	\$20/hr
Cultural Art Auditorium	\$45/hr	\$25/hr

- **Exceeding Rental Time** \$5 for every 5 minutes past the scheduled time
- **Cancellation Fee** \$10.00

FEE SCHEDULE

- **Community Center Fee Rental Waiver and Reduction**  
 Exceptions to the Community Center Rental rates may only be approved by the Lindon City Council after receipt of a completed Community Center Fee Rental Waiver and Reduction form, and after official review and action is taken by the Council.

Signed agreement, deposit and payment due at time of reservation. Community Center room rentals are available 9:00 am - 10:00 pm, Monday through Saturday, and are subject to availability. Rental time includes set up and cleanup time. Rental is not available on Sundays nor holidays.

**Parks**

- ✧ Reservations for pavilion rentals will not be taken before the first business day of the current calendar year and are taken throughout the year. Pavilions can be reserved April 15 through October 15 (weather permitting) of the current year.
- ✧ Inflatables, carnival rides, water slides, dunk tanks, etc. require a certificate of insurances naming Lindon City as additionally insured before reservations will be approved.
- Pavilions only (ball fields are not reserved)
  - Resident
    - » Partial Day (10am-3:30pm,4:30pm-10pm) \$25.00
    - » Full Day (10am-10pm) \$50.00
  - Non-Resident
    - » Partial Day (10am-3:30pm,4:30pm-10pm) \$40.00
    - » Full Day (10am-10pm) \$80.00
- Horse Arena No charge
- Horse Arena - Preparatory Grooming \$30.00
- Exceeding Rental Time \$5 for every 5 minutes past the scheduled time
- Cancellation Fee \$10.00

Signed agreement and payment due at time of reservation.

**Veteran’s Memorial Hall (Available only to Residents)**

- Refundable Deposit \$200.00
- Partial Day (up to 4 hours) \$100.00
- Full Day (4-8 hours) \$200.00
- Exceeding Rental Time \$5 for every 5 minutes past the scheduled time
- Cancellation Fee \$10.00
- Failure to return key Forfeit Deposit (\$200)

Signed agreement, deposit and payment due at time of reservation.

**9. Discussion Item — Closed Session to Discuss Pending or Reasonably Imminent Litigation per UCA 52-4-205.** *(45 minutes)*

The City Council will enter into a closed executive session to discuss pending or reasonably imminent litigation per UCA 52-4-205. This session is closed to the general public.

**Sample Motion:** I move to enter into a closed executive session to discuss pending or reasonably imminent litigation.

## 10. **Council Reports:**

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*(20 minutes)*

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

## II. Administrator's Report:

(20 minutes)

### Misc Updates:

- November City newsletter:  
[http://siterepository.s3.amazonaws.com/442/november14final\\_20141112112354.pdf](http://siterepository.s3.amazonaws.com/442/november14final_20141112112354.pdf)
- Land Use Project Tracking List – see attached.
- Ivory Homes development
  - Task Force Meeting (DRC) – Thursday, Nov 20<sup>th</sup> at 1:00pm
  - Joint PC/CC plan review meeting: Tuesday, Dec 9<sup>th</sup>, 6-8pm
  - Amenities desired?
- Fire/EMS call report (see attached)
- Center Street lift station project on hold w/ NEW info: Ivory Homes participation.
- Employee compensation study – progress report
- 60 North cell tower – lease extension request from AT&T (see attached memo from Kristen)
- \*Please turn in annual conflict of interest disclosure statements
- Utah Transportation coalition – Road funding initiative.
- Legislative Policy Committee meetings – ULCT email updates
- Request from PG Mayor Daniels for joint Lindon/PG coordination meetings
- 700 North CDA – Alpine SD Board meeting
- Misc. Items:

### Upcoming Meetings & Events:

- Newsletter Assignment: **Mayor Acerson** - January newsletter article. *Due by last week in December.*
- Nov 18<sup>th</sup> – 6:00pm work session. Annual Dept reviews w/Public Works and Parks Dept.
- Nov 20<sup>th</sup> – Ivory Homes Task Force meeting. Community Dev conf room 1-3pm. **Mayor, Matt, Carolyn**
- Nov 27<sup>th</sup> – Community Thanksgiving Dinner at Community Center
- Dec 1<sup>st</sup> @ 6:30pm – Tree Lighting Ceremony at Community Center **Mayor**
- Dec 8<sup>th</sup> @ Noon (special Monday mtg) – Engineering Coordination mtg @ Public Works. **Mayor, Van, ???**
- Dec 9<sup>th</sup> – Joint PC/CC work session w/Ivory Homes, 6-8pm

### Future items:

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

# Adjourn



## M E M O R A N D U M

To: Mayor Acerson, City Council Members and Adam Cowie  
 From: Kristen Colson  
 Date: November 13, 2014  
 Re: Summary of Cell Tower information

Lindon City has 2 cell towers located on city property for which we collect lease revenue. The first tower is owned by Sprint and managed by Crown Castle International. It is located by the fire station. The second tower is owned by T-Mobile and is also managed by Crown Castle International. It is located by the Public Works building.

The Sprint tower agreement was renegotiated in December 2012. The term of the agreement is 5 years with 4 additional 5 year extension periods, thus ending in December 2037. The lease payments are made annually and increase 4% each year. There are 2 co-locators that they are paying for at an additional 50% of their annual rate. Their most recent payment was received September 29, 2014 for the following amount.

Tower lease	\$17,528.75
Co-locator #1	\$8,764.38
Co-locator #2	<u>\$8,764.38</u>
Total payment	\$35,057.51

AT&T is a co-locator on the Sprint Tower. Lindon City has a separate agreement with them to lease space next to the tower for their equipment. This agreement was entered into in April 2000. The term of the agreement is 5 years with 4 additional 5 year extension periods, thus ending in April 2025. The lease payments are made monthly in the amount of \$1,176.01 for an annual total of \$14,112.12. The payments increase 20% every 5 years. The next increase will occur next April and bring the annual total up to \$16,934.54.

The T-Mobile tower agreement was entered into in September 2005. The term of the agreement is 5 years with 4 additional 5 year extension periods, thus ending in September 2030. The lease payments are made annually and increase 4% each year. There are no co-locators on this tower. Their most recent payment was received August 28, 2014 for \$21,612.99.

I hope this summary helps.

As of November 14, 2014

**PROJECT TRACKING LIST**

1 of 2

APPLICATION NAME	APPLICATION DATE	APPLICANT INFORMATION	PLANNING COMM.	CITY COUNCIL
			DATE	DATE
<b>Ordinance changes: LCC 17.38 'Bonds for Completion of Improvements to Real Property'</b>	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>				
<b>Zone Change: Old Town Square</b>	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>				
<b>Property Line Adjustment: LBA Rentals</b>	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 &amp; 140 South Main Street. This project is in conjunction with the Castle Park project.</i>				
<b>Ordinance changes: LCC 17.32, 17.58, 17.66.020 'Subdivisions'</b>	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>				
<b>Site Plan: Lindon Senior Apartments</b>	Sept. 2013	Matt Gneiting	TBD	TBD
<i>Request for site plan approval for senior housing apartments on State &amp; Main</i>				
<b>Amended Site Plan: Wasatch Ornamental Iron</b>	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>				
<b>Reasonable Accommodation: Reflections Recovery</b>	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>				
<b>Miscellaneous: UIS Detention Basin Upgrade</b>	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>				
<b>Property Line Adjustment</b>	Oct. 2014	Steven Merrill	N/A	N/A
<i>Request for a property line adjustment at 455 E 500 N. Staff approved.</i>				
<b>General Plan Map Amendment: Colmena Group</b>	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>				
<b>Zone Map Amendment: Colmena Group</b>	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>				
<b>Conditional Use Permit: Planet Power Toys</b>	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>				
<b>Ordinance Amendment: LCC 17.72, Care Facility Overlay</b>	Oct. 2014	Russ Watts	Nov. 25	TBD
<i>Request to amend LCC 17.72 to allow additional, related occupants in care facilities.</i>				
<b>Minor Subdivision: Lindon Spring Gardens</b>	Oct. 2014	Russ Watts	Nov. 25	N/A
<i>Request for approval of a 1 lot subdivision at 700 N 800 W.</i>				
<b>Major Subdivision: Lexington Cove</b>	Nov. 2014	Jason Brown	Nov. 25	TBD
<i>Request for approval of a 9 lot subdivision at approx. 650 N Locust Ave.</i>				
<b>Site Plan: Kids Village</b>	Nov. 2014	Ann Whittaker	Nov. 25	N/A
<i>Request for site plan approval of a private school at 200 N. State Street.</i>				
<b>Minor Subdivision: Pen Subdivision</b>	Nov. 2014	Pat Nelson	Nov. 25	N/A
<i>Request for approval of a 2 lot subdivision at approximately 400 North Canal Dr.</i>				
<b>NOTE: This Project Tracking List is for reference purposes only. All application review dates are subject to change.</b>				
<b>PC / CC Approved Projects - Working through final staff &amp; engineering reviews (site plans have not been finalized - or plat has not recorded yet):</b>				
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
<b>Annual review - Lindon Care Center</b> 680 North State Street (File # 05.0383.8) <a href="mailto:administrator@lindoncare.com">administrator@lindoncare.com</a>	Existing use.	Lindon Care Center Manager: Christine Christensen 801-372-1970.	<b>March 2015</b> 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>				
<b>Annual review of CUP - Housing Authority of Utah County - Group home. 365 E. 400 N. (File # 03.0213.1)</b> <a href="mailto:lsmith@housinguc.org">lsmith@housinguc.org</a>	Existing CUP	Housing Auth. Of Utah County Director: Lynell Smith 801-373-8333.	<b>March 2015</b> 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>				
<b>Heritage Youth Services - Timpview Residential Treatment Center. 200 N. Anderson Ln. (File # 05.0345)</b> <a href="mailto:info@heritageyouth.com">info@heritageyouth.com</a> <a href="mailto:info@birdseyertc.com">info@birdseyertc.com</a>	Existing CUP	HYS: Corbin Linde, Lynn Loftin 801-798-8949 or 798-9077	<b>March 2015</b> 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
<b>Bikes Belong</b> - Trail construction grant. Requested amount: \$10,000 o Status: NOT SELECTED FOR 2010. WILL RE-APPLY IN 2014.	<b>MAG Bicycle Master Plan Study</b> Awarded funds to hire consultant to develop bicycle master plan to increase safety and ridership throughout the city.
<b>Land and Water</b> - Trail construction grant. Requested amount: \$200,000 o Status: NOT SELECTED. RE-APPLY IN 2014.	<b>Utah Heritage Foundation</b> - Lindon Senior Center Awarded 2013 Heritage Award in the Category of Adaptive Use Project.
<b>Hazard Mitigation Grant / MAG Disaster Relief Funds-</b> (pipe main ditch)	<b>EDC Utah 2014</b> - Awarded matching grant to attend ICSC Intermountain States Idea Exchange 2014.
<b>FEMA Hazard Mitigation Grant</b> - (pipe Main Ditch)	<b>CDBG 2014 Grant</b> - 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: 201 New residential units: 50	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses: 69	Lindon Hollow Creek-Corps of Eng., ditch relocation	Lindon Bicycle Master Plan	MAG Technical Advisory Committee: Monthly
Land Use Applications: 43 Drug-free zone maps: 21	Lindon Heritage Trail Phase 3 Gateway RDA improvements		Lindon Historic Preservation Commission: Bimonthly North Utah County Transit Study Committee Monthly

<b>Lindon Calls for Service</b>								
<b>Monthly Statistics - 2014</b>								
	<b>Engine 35 Responses in Lindon</b>	<b>Rescue 35 Responses in Lindon</b>	<b>Engine 35 Responses in Orem</b>	<b>Rescue 35 Responses in Orem</b>	<b>Mutual Aid - Engine 35</b>	<b>Mutual Aid - Rescue 35</b>	<b>Orem Sta. Responses in Lindon</b>	<b>Total Calls</b>
<i>January</i>	23	22	33	41	1	1	20	<b>141</b>
<i>February</i>	20	21	28	37	0	0	7	<b>113</b>
<i>March</i>	38	36	28	30	1	1	25	<b>159</b>
<i>April</i>	31	30	28	34	0	0	10	<b>133</b>
<i>May</i>	36	32	19	29	2	1	12	<b>131</b>
<i>June</i>	36	32	21	34	1	1	13	<b>138</b>
<i>July</i>	28	27	25	33	4	2	22	<b>141</b>
<i>August</i>	33	32	26	37	1	1	10	<b>140</b>
<i>September</i>	37	40	14	27	0	0	12	<b>130</b>
<i>October</i>	39	41	26	16	2	3	17	<b>144</b>
<i>November</i>								
<i>December</i>								
<b>Total Calls</b>	<b>321</b>	<b>313</b>	<b>248</b>	<b>318</b>	<b>12</b>	<b>10</b>	<b>148</b>	<b>1370</b>

# Orem Fire

Orem, UT

This report was generated on 11/3/2014 9:23:31 AM



## Incidents for Zone for Date Range

Zone: Station 5 Lindon Response - Responses in Lindon Boundaries | Start Date: 10/01/2014 | End Date: 10/31/2014

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-04018	321 - EMS call, excluding vehicle accident with injury	10/01/2014	1460 W 200	E-35,R-35
2014-04025	321 - EMS call, excluding vehicle accident with injury	10/01/2014	213 E Center ST	E-35,R-35
2014-04044	321 - EMS call, excluding vehicle accident with injury	10/03/2014	1635 N 210	E-35,R-35
2014-04048	321 - EMS call, excluding vehicle accident with injury	10/03/2014	345 S Geneva RD	E-35,R-35
2014-04066	321 - EMS call, excluding vehicle accident with injury	10/04/2014	433 N 800	E-32,R-32
2014-04083	321 - EMS call, excluding vehicle accident with injury	10/06/2014	1927 N 400	E-35,R-35
2014-04086	321 - EMS call, excluding vehicle accident with injury	10/06/2014	845 E 400	E-35,R-35
2014-04113	321 - EMS call, excluding vehicle accident with injury	10/09/2014	390 N Main ST	E-35,R-35
2014-04120	741 - Sprinkler activation, no fire - unintentional	10/09/2014	360 S TECHNOLOGY CT	E-35,R-35
2014-04121	131 - Passenger vehicle fire	10/09/2014	MM 273 I-15 NB	E-35,R-33
2014-04123	322 - Motor vehicle accident with injuries	10/09/2014	300 N State ST	E-35,R-35
2014-04124	324 - Motor vehicle accident with no injuries.	10/09/2014	700 N Geneva RD	E-35,R-32
2014-04162	321 - EMS call, excluding vehicle accident with injury	10/12/2014	1790 N State ST	R-35
2014-04163	321 - EMS call, excluding vehicle accident with injury	10/12/2014	756 W 425	E-35,R-35
2014-04171	321 - EMS call, excluding vehicle accident with injury	10/12/2014	1084 E 20	BC-32,E-35,R-35
2014-04183	321 - EMS call, excluding vehicle accident with injury	10/13/2014	275 W 200	E-35,R-35
2014-04188	555 - Defective elevator, no occupants	10/14/2014	350 S 400	E-35,R-35
2014-04199	322 - Motor vehicle accident with injuries	10/15/2014	100 S Geneva RD	E-35,R-35
2014-04204	554 - Assist invalid	10/15/2014	528 W 200	E-35,R-35

Only REVIEWED incidents included.

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2014-04209	322 - Motor vehicle accident with injuries	10/15/2014	200 S 1250	E-35,R-35
2014-04221	321 - EMS call, excluding vehicle accident with injury	10/16/2014	1741 N 80	E-35,R-35
2014-04227	550 - Public service assistance, other	10/16/2014	160 S 1140	E-35,R-35
2014-04238	322 - Motor vehicle accident with injuries	10/17/2014	600 N State ST	E-35,R-35
2014-04246	321 - EMS call, excluding vehicle accident with injury	10/18/2014	1790 N State ST	E-32,R-32
2014-04282	651 - Smoke scare, odor of smoke	10/20/2014	585 N STATE ST	E-35,R-35
2014-04283	622 - No incident found on arrival at dispatch address	10/20/2014	95 S 1400	E-35,R-35
2014-04317	651 - Smoke scare, odor of smoke	10/22/2014	2000 W 200	E-33,E-35,R-35
2014-04323	322 - Motor vehicle accident with injuries	10/23/2014	700 N STATE ST	E-35,R-35
2014-04329	700 - False alarm or false call, other	10/23/2014	360 S TECHNOLOGY CT	BC-32,E-35,R-35
2014-04343	322 - Motor vehicle accident with injuries	10/23/2014	MM275 I-15 NB HWY	E-35,EX-33,R-32,R-33,R-35
2014-04352	745 - Alarm system activation, no fire - unintentional	10/24/2014	500 S 500	E-32,E-35
2014-04357	321 - EMS call, excluding vehicle accident with injury	10/24/2014	778 N 40	E-35,R-35
2014-04388	721 - Bomb scare - no bomb	10/26/2014	535 S LINDON PARK DR	E-35,R-35
2014-04404	322 - Motor vehicle accident with injuries	10/27/2014	275 I-15	R-35
2014-04406	321 - EMS call, excluding vehicle accident with injury	10/27/2014	1040 E 50	E-35,R-35
2014-04412	611 - Dispatched & cancelled en route	10/28/2014	77 N CANAL DR	E-35,R-35
2014-04429	322 - Motor vehicle accident with injuries	10/28/2014	400 N State ST	E-35,R-35
2014-04434	321 - EMS call, excluding vehicle accident with injury	10/29/2014	275 W 200	E-35,R-35
2014-04439	551 - Assist police or other governmental agency	10/29/2014	83 N 200	E-35,R-35
2014-04440	321 - EMS call, excluding vehicle accident with injury	10/29/2014	485 E 1600	R-32

**Total # Incidents: 40**

Only REVIEWED incidents included.