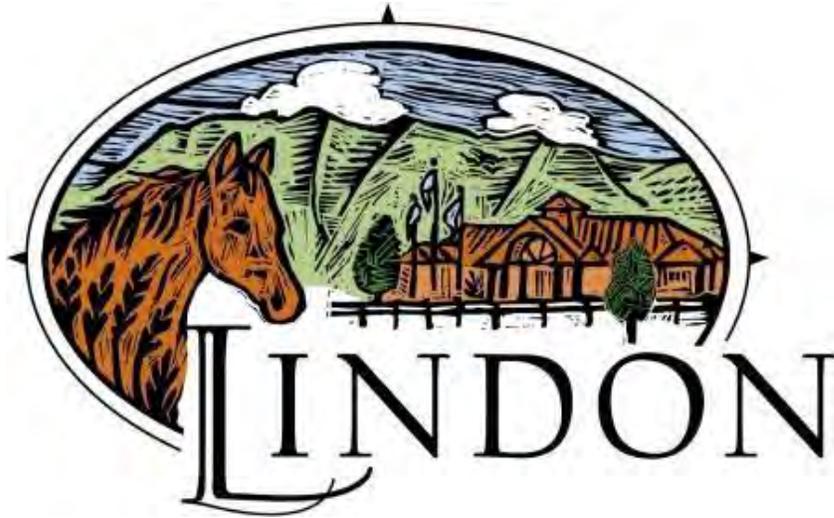


# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

July 21, 2015

## **REVISED - Notice of Meeting of the Lindon City Council**

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The Lindon City Council will hold a regularly scheduled meeting beginning at **7:00 p.m.** on **Tuesday, July 21, 2015** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

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

Pledge of Allegiance: By Invitation

Invocation: Jake Hoyt

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



*(Review times are estimates only)*

- 1. Call to Order / Roll Call**
- 2. Presentations and Announcements**
  - a) Comments / Announcements from Mayor and Council members.
- 3. Approval of minutes:** July 7, 2015
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** *(For items not on the agenda)*
- 6. Public Hearing — General Plan Amend., National Packaging Innovations (Ord#2015-16-O)**

*(15 minutes)*

Ed Daley of National Packaging Innovations requests approval of a General Plan Map amendment to change the land use designation of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial to Mixed Commercial. The Planning Commission recommends approval of the change.
- 7. Public Hearing — Zone Map Amend., National Packaging Innovations (Ord#2015-17-O)**

*(15 minutes)*

Ed Daley of National Packaging Innovations requests approval of a Zone Map amendment to change the zoning designation of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial A8 (CG-A8) to Mixed Commercial (MC). The Planning Commission recommends approval of the change.
- 8. Major Subdivision — Huckleberry Estates, approx. 750 N. Locust Ave.**

*(15 minutes)*

Jared Bishop requests preliminary approval of an eight (8) lot subdivision, six (6) of which will be in Lindon and two (2) in Pleasant Grove, including dedication of public streets, at approximately 750 North Locust Avenue in the Single Family Residential (R1-20) zone. The Planning Commission recommends approval of the subdivision.
- 9. Concept Review — Weldon Industries**

*(15 minutes)*

Mark Weldon requests feedback on a proposal to extend the MC zone along 1700 West near 700 North in order to accommodate an 80,000 s.f. office/warehouse building. Mr. Weldon is the developer of the Lindon Tech site on 500 North and 2000 West and will also be developing the Mountain Tech office site on the northwest corner of I-15 Exit 275. No motions will be made.
- 10. Review and Action — Architectural Services for Fire Station and City Center Remodel** *(10 minutes)*

Lindon City advertised and received nine proposals for architectural services for the new fire station, and six proposals for the city center/police department remodel. A selection committee evaluated the proposals and recommends awarding the service contracts for both projects to Curtis Miner Architecture (CMA). CMA's fee of \$100,000 for the fire station and \$50,000 for the city center remodel includes, but is not limited to, design, construction documents, bidding assistance, and construction phase services. Funds for this design work have been budgeted and staff recommends approval of the architectural service agreements for both projects.
- 11. Presentation and Discussion — Police Department, crime & traffic incident statistics** *(15 minutes)*

Lindon City Police Chief, Cody Cullimore, will review police department call data, traffic incidents, and crime statistics for Lindon over the last two fiscal years (2013-14, 2014-15). The overview is for informational purposes of issues occurring in Lindon.

**I2. Council Reports:***(20 minutes)*

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

**I3. 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**Date:** July 17, 2015**Time:** ~11:00 a.m.**Place:** Lindon City Center, Lindon Police Dept, Lindon Community Center

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

Pledge of Allegiance: By Invitation

Invocation: Jake Hoyt

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

July 21, 2015 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: **July 7, 2015**

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, July 7, 2015,**  
4 **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: Jeff Acerson, Mayor  
Pledge of Allegiance: Dustin Sweeten  
10 Invocation: Van Broderick, Councilmember

<p>12 <b><u>PRESENT</u></b></p> <p>14 Jeff Acerson, Mayor</p> <p>Randi Powell, Councilmember</p> <p>Matt Bean, Councilmember</p> <p>16 Van Broderick, Councilmember</p> <p>Jacob Hoyt, Councilmember</p> <p>18 Carolyn Lundberg, Councilmember</p> <p>Adam Cowie, City Administrator</p> <p>20 Hugh Van Wagenen, Planning Director</p> <p>Cody Cullimore, Chief of Police</p> <p>22 Kathy Moosman, City Recorder</p>	<p><b><u>ABSENT</u></b></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

- 24 1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
- 26 2. **Presentations/Announcements** –
- 28 a) Mayor/Council Comments – There were no comments at this time.
- 30 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council  
of June 16, 2015 and the Joint Work session of February 10, 2015 were  
32 reviewed.

34 COUNCILMEMBER POWELL MOVED TO APPROVE THE MINUTES OF  
THE REGULAR CITY COUNCIL MEETING OF JUNE 16, 2015 AS AMENDED  
AND THE JOINT WORK SESSION OF FEBRUARY 10, 2015 AS PRESENTED.  
36 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

- 44 4. **Consent Agenda** – No items.

46

2           5. **Open Session for Public Comment** – Mayor Acerson called for any public  
4 comment not listed as an agenda item.

6           Lindon City resident, Roy Shepherd, addressed the Council at this time. He  
8 mentioned the weed issues and maintenance on the Murdock Canal Trail and asked who  
10 is required to groom the trail. Mr. Shepherd also mentioned an incident that occurred with  
12 the Police on the trail that was just a misunderstanding and he expressed his apologies.  
14 Mr. Shepherd also brought up Utopia pointing out that he felt it wasn't a good  
16 appropriation of taxpayer dollars from the beginning. Mr. Cowie noted that he gave Mr.  
Shepherd a brief summary/status of Utopia prior to the meeting. Mr. Shepherd also  
mentioned the paving of Center Street over the canal noting he felt it should have been  
straightened out 40 years ago when it was just farmland and it wouldn't have the issues  
with the narrowing that poses a problem. Mayor Acerson then thanked Mr. Shepherd for  
his comments. He called for any further public comment. Hearing none he moved on to  
the next agenda item.

18 **CURRENT BUSINESS**

20           6. **Public Hearing** – *Ordinance Amendment LCC 17.57 Hillside Protection*  
22 *District.* Brandon Jones requests approval of an Ordinance Amendment to LCC  
24 17.57 Hillside Protection District to allow lots meeting certain conditions to be  
exempted from the requirements of the Hillside Protection District. The  
Planning Commission recommends approval.

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

30           Jordan Cullimore, Associate Planner, opened the discussion by giving a brief  
32 summary of this agenda item. He stated the two purposes of the Hillside Protection  
34 District is to promote health, safety, and the general public welfare by establishing  
standards for development of certain hillsides to minimize soil and slope instability,  
erosion, downstream siltation, and the other purpose is to preserve the character of  
36 hillsides in Lindon. He noted the requirements of the Hillside Protection District apply to  
lots located the area designated as R1-12-H on the Zone Map (includes any developable  
land above the Salt Lake aqueduct). The requirements also apply to any residential  
38 building lot in the city with an average slope exceeding 20%.

40           Mr. Cullimore explained where the Hillside Protection district applies, certain  
42 plans must be submitted, and geotechnical studies must be performed on the lot.  
Additionally, any structure built on the lot must conform to specific building site  
44 requirements that include, among other things, more restrictive setbacks. He noted the lot  
is also subject to safety considerations involving grading and filling with consideration  
also given to the preservation of the hillside character when determining the building  
46 footprint and this ordinance would allow for this type of request.

            Mr. Cullimore stated the applicant, Brandon Jones, owns a lot that is not in the  
designated Hillside Protection area, but has an average slope that exceeds 20%.

2 Consequently, when the lot was platted, the requirements of the Hillside Protection  
District were applied. Mr. Cullimore explained that Mr. Jones approached City staff to  
4 find out whether he could modify the building footprint as long as the safety of the area is  
preserved. Staff discussed the requests (with input from the City Engineer) and  
6 determined that there are likely instances in which exceptions to the Hillside District  
requirements are appropriate as long as the general intent related to safety and the  
8 character of the hillside are preserved. Mr. Cullimore noted that currently, the existing  
ordinance does not allow for exemptions. This proposed amendment would allow for  
10 certain exemptions from the Hillside Protection requirements where professional analysis  
of the lot indicates that doing so will not be detrimental to the purposes of the Hillside  
12 Protection District. He further explained that in reviewing the proposal the City Engineer  
feels comfortable that these provisions will still meet the intent of the ordinance by  
14 providing for the requirements related to the purpose while at the same time with specific  
lots grant some relief of them (essentially a variance) for specific situations.

16 Mr. Cullimore stated the Planning Commission considered the amendment and  
determined that the proposed exemption process will be an appropriate tool to allow  
18 flexibility while still fulfilling the purposes of the Hillside Overlay District in certain  
circumstances and the Commission recommends approval of the ordinance amendment.

20 Mr. Cullimore then referenced for discussion the Lindon City Zone Map, the  
proposed amendment to LCC 17.57 Hillside Protection District, Lot 7 of Meadows at  
22 Bald Mountain Plat A and Photos of the lot and of another lot located on Dry Canyon  
Drive in Lindon that could benefit from the proposed amendment. Mr. Cullimore then  
24 called for any questions or comments.

26 Mr. Cullimore went on to say that Mark Christensen, City Engineer, did a lot of  
research to come up with a proposed process for exempting lots. Essentially what the  
proposed ordinance states is if someone requests an exemption or relief the applicant may  
28 submit a request to exempt a lot or parcel from specific provisions. The applicant would  
also provide a statement with the proposal and explanation of the unique conditions to the  
30 lot and provide proficient cause for the city to grant exemption. The applicant would  
need to provide a site plan and also a report prepared by a geotechnical engineer licensed  
32 in the State of Utah. Then the Planning Commission may grant the request if the City  
Engineer reviews the geotechnical report and takes no exception to it and the if the  
34 Commission finds the exemption will not be injurious to the health, safety or welfare to  
the general public or nearby residents and also preserve the hillside character. Mr.  
36 Cullimore re-iterated that this ordinance would allow for these types of requests on lots  
that have unique circumstances and it makes sense because all of the considerations of  
38 the hillside overlay ordinance would still be met. Mr. Cullimore then called for any  
questions or comments.

40 Councilmember Lundberg asked about the costs to administer these exemptions  
and if they will have a separate fee from the regular site plan and if so would it be  
42 appropriate. Mr. Cullimore stated staff has discussed how to handle this issue. He noted  
there is a miscellaneous application fee (\$150.00 processing fee) and they already charge  
44 the processing fee and the City Engineer review times would be directly charged to the  
applicant. Councilmember Hoyt asked what the requirements are for those who perform  
46 the geotechnical test and if they are certified or must maintain a degree. Mr. Cullimore  
replied it is included in the ordinance that the geotechnical engineer must be licensed in

2 the State of Utah. Councilmember Lundberg asked about increasing the liability issues to  
4 the city and if there is any type of signed waiver in place. Mr. Cullimore stated that issue  
6 was discussed at the Planning Commission meeting and they felt comfortable using it as  
8 an appropriate tool. He noted that Commissioner Wily, who is an attorney, stated  
anytime we allow anything we are incurring liability. He added that the City Engineer  
tried to leave the liability with the geotechnical engineer. He mentioned that the general  
feeling by the Commission was that it wouldn't increase the liability to the city. Mr.  
Cowie pointed out that the subdivision lots are already approved.

10 Mr. Cullimore then referenced section 3a of the ordinance. Mr. Cullimore stated  
12 when looking at the standard they will not consider large areas, and the intent is to  
14 contemplate exemptions on specific lots where it is arguable that the ordinance wasn't  
16 even written to address these situations. Mayor Acerson pointed out that it is a general  
18 ordinance that blankets that area and there may be exemptions that are appropriate.  
Councilmember Powell asked if this exemption stays within the city's jurisdiction as far  
as holding on to the exemption, or will it follow the title and if this would help protect the  
city in the event of any future issues. Mr. Cullimore stated that a notice could be filed or  
recorded on the deed on the house (as a policy matter).

20 Councilmember Broderick mentioned his concerns with the geotechnical engineer  
22 determining if the proposal meets the health and general welfare of the general public and  
questioned if they have expertise in that area. Mr. Cullimore stated that is a general term  
and the City Engineer will be looking for those issues. There was then some general  
discussion by the Council regarding this issue.

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

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

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

34 COUNCILMEMBER HOYT MOVED TO APPROVE ORDINANCE  
36 AMENDMENT 2015-10-O AS PRESENTED WITH THE EXCEPTION THAT A  
NUMBER FIVE IS ADDED THAT STATES A NOTICE OF ANY EXEMPTION  
GRANTED SHALL BE RECORDED ON THE DEED AT THE COUNTY.  
38 COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

- 40 COUNCILMEMBER POWELL AYE
  - COUNCILMEMBER BEAN AYE
  - 42 COUNCILMEMBER BRODERICK AYE
  - COUNCILMEMBER HOYT AYE
  - 44 COUNCILMEMBER LUNDBERG AYE
- THE MOTION CARRIED UNANIMOUSLY.

- 2           7. **Public Hearing – Lindon City Bicycle and Pedestrian Mater Plan (Resolution**  
 4           **#2015-5-R).** Lindon City requests approval and adoption of the Lindon City  
 6           Bicycle and Pedestrian Master Plan by Resolution #2015-5-R. The Planning  
 Commission and Staff recommend approval of the plan.

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

12           Hugh Van Wagenen, Planning Director, led the discussion by welcoming Mary  
 Cliff (member of the steering committee) and Maria Dias (representing Fehr & Peers).  
 14           Mr. Van Wagenen then gave a brief background explaining in the spring of 2014, Lindon  
 City and Mountainland Association of Governments hired Fehr & Peers to create a  
 16           Bicycle and Pedestrian Master Plan for the City. He noted a bicycle committee  
 consisting of City Staff, elected and appointed officials, and concerned citizens, was  
 18           created to provide feedback and guidance to the consultant in creation of the plan (he  
 listed the committee members). Mr. Van Wagenen stated this was a joint effort with  
 20           MAG (through a grant) and noted Jim Price was tremendously helpful in the process and  
 he is grateful for their expertise.

22           Mr. Van Wagenen stated the plan itself consists of maps and cross sections,  
 among their sections, for the development of both bicycle and pedestrian facilities within  
 24           Lindon. He mentioned that several goals were outlined in the plan, including the  
 promotion of alternative forms of transportation and recommendations for priorities. He  
 26           noted that the public was engaged and input was received through open houses and online  
 surveys which were very beneficial. Mr. Van Wagenen referenced the 5 goals outlined in  
 28           the plan, including promotion of alternative forms of transportation infrastructure  
 (bicycle and pedestrian treatments) the priority list (by fund) and maps (that tie into other  
 30           cities).

32           Mr. Van Wagenen commented that there will be different types of amenities and  
 fixtures that will be implemented, i.e., canopies, bike racks, street lighting, signage,  
 34           benches, drinking fountains etc. Mr. Van Wagenen noted the steering committee went on  
 two field trips, one to Salt Lake City and the other to Boulder, Colorado, to tour other  
 36           urban cycling areas. Mr. Van Wagenen then presented his PowerPoint presentation  
 followed by some general discussion.

38           Mr. Van Wagenen mentioned the recommended biking code (required short term  
 parking) is in the appendices of the plan itself. He added if this plan is adopted tonight by  
 40           resolution the suggested code would not be immediately adopted but will be brought back  
 at a later date and be adjusted if needed (the actual parking ordinance). Basically, it is a  
 42           little more detailed and comprehensive than what is currently in place and differentiates  
 between short term (required) and long term parking (suggested).

44           Councilmember Hoyt asked what the current code is for parking. Mr. Van  
 Wagenen explained that in the industrial zones, there are certain criteria that trigger  
 46           parking compliance with existing code requirements (minimum of 2 stalls up to 50  
 parking stalls). He noted it is pretty minimal in the light industrial zone but there is a  
 minimum of 2 stalls. In other commercial zones it is a minimum of 2 stalls and a ratio of  
 8% of the total vehicular parking stalls up to a maximum of 16 stalls.

2 Councilmember Hoyt commented as he was studying this issue he was  
approached by a resident who is building in the industrial area who voiced his concerns  
4 about the bicycle rack requirement noting it is highly unlikely an employee will ride a  
bike to his business. Councilmember Hoyt added that he likes this master plan and  
6 supports it, but asked the Council how they feel about the government's role of  
recommending vs. requiring a bike rack when it comes to something that is a lifestyle.  
8 He went on to say he would like to see a business friendly culture in the city and this  
seems to be just another requirement and for some businesses it makes sense for others it  
10 doesn't. He would suggest implementing the bike rack as a recommendation rather than a  
requirement and asked the Council if they have strong feelings about using a requirement  
12 vs. recommendation position.

Councilmember Lundberg pointed out if a city wants to create a culture of a  
14 bikable, walkable community that brings all the benefits that Mr. Van Wagenen just  
presented then we have to look at the long term vision of what our "end game" is. She  
16 pointed out that in Boulder, CO, some of those initiatives they started many years ago  
weren't popular but now they are seeing the fruits of it and it is amazing and it brings in  
18 many intangible benefits as well as actual measureable benefits. She stated the Council  
needs to decide what is our "end game" and if we want to sponsor and engender a  
20 bikable, walkable community culture in Lindon and envision what this will look like in  
10 or 15 years.

22 Councilmember Powell stated that she sees Councilmember Hoyt's point as far as  
requiring something that is perhaps beyond the scope of what the Council is supposed to  
24 be doing; it does feel breaching. She noted at the same time she feels if the bike racks are  
provided, the bikes will come. She mentioned that a business owner may be more  
26 inclined to comply if it is suggested or encouraged, rather than required, as there may be  
long term associated benefits for their business, i.e., cleaner streets, maintained streets,  
28 striped streets, as to improve the area the business resides in. She pointed out that having  
bike lanes may draw a better clientele and better neighbors (even in the industrial areas).

30 Ms. Cliff suggested requiring it but adding a clause that it can be reviewed on a  
case by case basis; she believes that 99% of the people will put the bike rack in but the  
32 1% can apply for a variance. Councilmember Hoyt commented that he likes that idea but  
questioned how the criteria would be set. Mr. Van Wagenen pointed out that he has  
34 personally seen a lot of bikers in the industrial areas and believes it gets used more than it  
appears, especially for those individuals, for one reason or another, who aren't able to  
36 drive or who don't have a vehicle; a bike is the next best thing. Councilmember Hoyt  
asked what the cost of a bike rack is. Mr. Van Wagenen stated they are around \$300 -  
38 \$400.

Mr. Cowie mentioned the bicycle standards have been in place for over 5 years,  
40 so it is not new with this plan. Councilmember Hoyt commented that putting in a bike  
rack doesn't incorporate a safety or aesthetically pleasing factor; he feels requiring an  
42 owner to put in a bike rack is making the business endorse a lifestyle. Councilmember  
Powell commented that riding a bike is a mode of transportation and there are people  
44 (employees in industrial areas) where their only purpose for riding a bike to work is to  
make their living, not just for recreation or lifestyle purposes.

46 Councilmember Lundberg pointed out what the commuter looks like over the next  
10 or 15 years will be quite different. Councilmember Hoyt stated he realizes that but he

2 worries that the Council may be overreaching. Mr. Cowie pointed out it is a minimal  
 4 requirement in the industrial zone. Councilmember Hoyt expressed his appreciation to  
 the Council for the discussion on this issue and would suggest in moving forward as a  
 Council to deliberate what is required vs. what is recommended. Councilmember  
 6 Broderick commented that he is leaning more to a recommendation rather than a  
 requirement. Mayor Acerson commented that we want to be ahead of the curve but not  
 8 overreach and to lead out in a good direction in not forcing but providing an  
 understanding of the benefits. Councilmember Hoyt stated he would like to have further  
 10 discussion at a future meeting regarding this issue. He also expressed his appreciation to  
 staff for their work on this plan. Councilmember Lundberg also expressed her thanks to  
 12 staff for this great plan and for their hard work.

Councilmember Hoyt asked where the additional funding will come from. Mr.  
 14 Van Wagenen stated MAG has a specific funds for these plans (transportation alternative)  
 and UDOT also has funding options for these projects and additional federal grants. He  
 16 then referenced the plan (pages 63-64) showing funding sources and funding  
 opportunities.

18 Following some additional discussion the Council was in agreement to have  
 further discussion regarding an opt-out/variance bike parking option in the industrial  
 20 areas. Mr. Van Wagenen stated this is a guiding document and there is always room for  
 flexibility and the plan can be tweaked as it will be incorporated as part of the general  
 22 plan to use as a guide. Mr. Van Wagenen stated that ultimately they feel this plan will  
 expand the opportunities for Lindon residents to get around and recreate in different ways  
 24 in a safe environment throughout the city. He added that it will also tie in with our  
 neighboring cities and counties.

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

28  
 30 COUNCILMEMBER BEAN MOVED TO CLOSE THE PUBLIC HEARING.  
 COUNCILMEMBER POWELL SECONDED THE MOTION. ALL PRESENT VOTED  
 IN FAVOR. THE MOTION CARRIED.

32  
 34 Mayor Acerson called for any further comments or questions from the Council.  
 Hearing none he called for a motion.

36 COUNCILMEMBER LUNDBERG MOVED TO APPROVE RESOLUTION  
 2015-5-R, ADOPTING THE LINDON CITY BICYCLE AND PEDESTRIAN MASTER  
 38 PLAN. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE  
 WAS RECORDED AS FOLLOWS:

40 COUNCILMEMBER POWELL                    AYE  
 COUNCILMEMBER BEAN                    AYE  
 42 COUNCILMEMBER BRODERICK            AYE  
 COUNCILMEMBER HOYT                    AYE  
 44 COUNCILMEMBER LUNDBERG            AYE  
 THE MOTION CARRIED UNANIMOUSLY.

46

- 2           8. **Review and Action** – *Rejection of 200 South Water Line Replacement Bids.*  
 4           Lindon City advertised and received five bids for the 200 South Water Line  
 6           Replacement Project. The low bid of \$294,315.000 was 19% higher than the  
 8           engineer’s estimate for the project (\$247,673.10). After engineering and staff  
 10           review, it is believed that the City can get better prices by making a few  
 12           adjustments to the plans and re-advertising this project in the fall for  
 14           winter/spring construction work. Staff recommends the City reject all bids and  
 16           not award the contract.

18           Mr. Cowie led this discussion by explaining Lindon City advertised and received  
 20           five bids for the 200 South Water Line Replacement Project. The low bid of  
 22           \$294,315.000 was 19% higher than the engineer’s estimate for the project (\$247,673.10).  
 24           He explained after engineering and staff review, it is believed that the City can get better  
 26           prices by making a few adjustments to the plans and re-advertising this project in the fall  
 28           for winter/spring construction work. He noted that staff recommends the City reject all  
 30           bids and not award the contract.

32           Mr. Cowie then referenced a letter from JUB Engineers recommending rejection  
 34           of all bids due to the bids exceeding the engineers estimate. He noted the letter from  
 36           outlines several of the issues that may have led to higher than anticipated pricing; also  
 38           included are bid tabulations from the contractors bid proposals. He explained the  
 40           engineers will work to modify a few items on the plans and the City will re-bid the  
 42           project later this fall in hopes of getting better pricing on the work.

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

48           COUNCILMEMBER HOYT MOVED TO REJECT ALL BIDS THAT HAVE  
 50           BEEN RECEIVED FOR THE 200 SOUTH WATER LINE REPLACEMENT PROJECT  
 52           AND RECOMMEND THAT THE CITY NOT AWARD THE CONTRACT TO ANY  
 54           BIDDER. COUNCILMEMBER BEAN SECONDED THE MOTION. THE VOTE  
 56           WAS RECORDED AS FOLLOWS:

58           COUNCILMEMBER POWELL	AYE
60           COUNCILMEMBER BEAN	AYE
62           COUNCILMEMBER BRODERICK	AYE
64           COUNCILMEMBER HOYT	AYE
66           COUNCILMEMBER LUNDBERG	AYE

68           THE MOTION CARRIED UNANIMOUSLY.

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

74           9. **COUNCIL REPORTS:**

76           **Councilmember Powell** – Councilmember Powell expressed her thanks to the Council  
 78           for their help on the employee appreciation party. She also gave an update on Lindon  
 80           Days and noted she will cover the details at the next meeting. She mentioned they are  
 82           looking for volunteers from the stakes and will give out assignments at a volunteer

2 orientation. She asked the Council how they feel about reaching out to the Stake  
 4 Presidents (for next year) to ask them not to hold any ecclesiastical meetings during the  
 Lindon Days week and instead promote “family week.” Mayor Acerson said he would  
 be happy to contact them. Councilmember Bean commented that he would be hesitant to  
 6 ask for additional help as they already help out on the safety drill each year, but he will  
 give it some more thought. There was then some general discussion regarding Lindon  
 8 Days including the Night out Against Crime and other events. Councilmember Powell  
 reported the Community Center Advisory Board held a pine wood derby on the June 27<sup>th</sup>  
 10 that had minimal success this year; this event has been removed from Lindon Days.  
 Councilmember Powell also mentioned the intersection at 600 South and Lindon Park Dr.  
 12 noting the cross walks go east to west but not north to south. She commented that this  
 poses issues with citizens not being able to cross safely. Mr. Cowie stated he will check  
 14 with UDOT about this issue. Councilmember Powell also reported that she attended the  
 County Commission meeting last week with Mr. Cowie regarding the transportation tax  
 16 which was an interesting meeting. There was then some general discussion regarding the  
 Commission meeting. She also asked about the status of TPM (property management)  
 18 and the condition of the rental houses. Mr. Cowie stated he talked to the maintenance  
 supervisor and he is aware of the situation and he will follow up.

20  
 22 **Councilmember Bean** – Councilmember Bean expressed his thanks to city personnel for  
 keeping them informed on the issues before the Council. He also expressed his thanks to  
 Councilmember Powell and Mr. Cowie for attending the County Commission meeting.

24  
 26 **Chief Cullimore** – Chief Cullimore reported the Police Department has gotten involved  
 with FEMA and they are working with Orem City as well. He also reported he attended  
 the National Emergency Management Institute in Maryland along with Office Curtis  
 28 Campbell (through a FEMA grant). H noted it was very beneficial training and they will  
 be working with the school district to implement more plans geared to our schools and  
 30 our needs (1-2 year project). He noted to watch for the emergency plans to come out.

32 **Councilmember Hoyt** – Councilmember Hoyt reported that Tonya Lemone has stepped  
 down as chairman of the Historic Preservation Commission and Ted Lott will serve as  
 34 chairman and Connie Lamoreaux will act as co-chair. He also reported that he attended  
 the Ivory Open house along with Councilmember Powell and Councilmember Lundberg.  
 36 He noted there was a pretty good turnout and he mentioned some of the comments from  
 attendees (pro and con). He also gave kudos to Councilmember Powell on the great job  
 38 she did at the employee appreciation party.

40 **Councilmember Broderick** – Councilmember Broderick reported on the recent water  
 line break noting it was located in his neighborhood. He complemented the city road  
 42 crews on repairing the line as they were very professional and thorough. He also  
 complemented the city on how they handled disseminating the information to the public.

44  
 46 **Councilmember Lundberg** – Councilmember Lundberg mentioned the flag that a  
 citizen hung above the canyon in Pleasant Grove over the 4<sup>th</sup> of July that was on the  
 news. She also asked about the preservation overlay that was discussed tonight. She

2 inquired about a fissure they have been monitoring. Mr. Cowie stated every two years  
 4 they re-survey the area and there are a series of survey points that are monitored. He  
 6 noted there is no detectable movement. He is waiting for the JUB report before notifying  
 8 residents within the proximity of the area. Councilmember Lundberg also expressed her  
 10 thanks to Councilmember Powell for her work on the employee party noting it turned out  
 12 very nice and the employees seemed to enjoy themselves.

14 **Mayor Acerson** – Mayor Acerson had nothing to report at this time.

16 **Administrator’s Report:**

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

20 **Misc. Updates:**

- 22 • Thanks to the Council for the help and service to the employees at summer the  
 24 party.
- 26 • July City newsletter
- 28 • Project Tracking List
- 30 • Transportation funding update – Utah County Commission
- 32 • Storm flooding update
- 34 • Architectural RFQ’s for Fire Station and City Center/Police Department remodel
- 36 • UTOPIA/UIA update: Additional \$24M bond was approved by majority of UIA  
 Board
- 38 • Received 60 North cell tower lease cancellation from one carrier - effective  
 October 1<sup>st</sup> (\$8,764.38 reduction in annual lease revenues)
- 40 • Review of personnel costs as a percentage of total budget
- 42 • Fireworks Restriction: Reminder that fireworks restrictions are in place. Maps  
 found on City web.
- 44 • Misc. Items

46 **Upcoming Meetings & Events:**

- 48 • Newsletter Assignment: Randi Powell – September newsletter article. *Due by last  
 week in August.*
- 50 • August 3<sup>rd</sup> – 8<sup>th</sup> – Lindon Days celebration All Council members will attend
- 52 • October 22<sup>nd</sup> at 7:00 pm - Meet the Candidates Night at the Community Center
- 54 • November 3<sup>rd</sup> – Election night

56 **Future items:**

- 58 • Employee Policy Manual updates

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

64 **Adjourn** –

2 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING  
AT 9:45 PM. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL  
4 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

6 Approved – July 21, 2015

8

10 Kathryn Moosman, City Recorder

12

14 Jeff Acerson, Mayor

DRAFT

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

- No Items.

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

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**6. Public Hearing — General Plan Amend., National Packaging Innovations (Ord#2015-16-O)**  
*(15 minutes)*

Ed Daley of National Packaging Innovations requests approval of a General Plan Map amendment to change the land use designation of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial to Mixed Commercial. The Planning Commission recommends approval of the change.

See attached materials from the Planning Department.

## Public Hearing — General Plan Map Amendment, National Packaging Innovations

Ed Daley of National Packaging Innovations requests approval of a General Plan Map amendment to change the land use designation of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial to Mixed Commercial.

<p><b>Applicant:</b> Ed Daley  <b>Presenting Staff:</b> Jordan Cullimore</p> <p><b>General Plan:</b> Commercial  <b>Current Zone:</b> General Commercial A8 (CG-A8)</p> <p><b>Property Owner:</b> Victory Quarry Company, LLC  <b>Address:</b> ~750 North 2800 West  <b>Parcel ID:</b> 13:063:0057  <b>Lot Size:</b> 4.995 acres</p> <p><b>Type of Decision:</b> Legislative</p> <p><b>Planning Commission Recommendation:</b> Approval; 4-0 vote.</p>	<p><b><u>SUMMARY OF KEY ITEMS</u></b></p> <p>1. Whether to approve a request to change the General Plan designation of the subject lot from Commercial to Mixed Commercial.</p> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) ordinance 2015-16-O to change the General Plan designation of the lot identified by Utah County Parcel #13:063:0057 from Commercial to Mixed Commercial.</p>
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### **OVERVIEW**

This application came before the Planning Commission approximately a year ago. At that time, the property was redesignated and rezoned to Mixed Commercial. Subsequently, the project took a different direction and the Council directed staff to revert the General Plan designation and zoning designation to Commercial. Presently, the applicant is ready to move forward with the project. The development will likely serve businesses that require office/warehousing space in which light assembly, packaging, and shipping activities will occur.

The applicant's proposed use is not allowed in the CG zone, but it is in the MC zone. The applicant will requests the appropriate zoning under the next item on the agenda. City Code requires that any zone change must be consistent with the City's General Plan Designation. The current General Plan designation is Commercial, so the General Plan map must first be modified for the rezone request to be possible. Accordingly, the applicant is requesting that the General Plan designation be changed to Mixed Commercial to permit the zone change and allow the desired uses.

### **FINDINGS OF FACT**

1. The General Plan currently designates the property under the category of Commercial. This category includes retail and service oriented businesses, and shopping centers that serve community and regional needs.
2. The applicant requests that the General Plan designation of the property be changed to Mixed Commercial, which includes the uses in the General Commercial designation, as well as light industrial and research and business uses.

## **ANALYSIS**

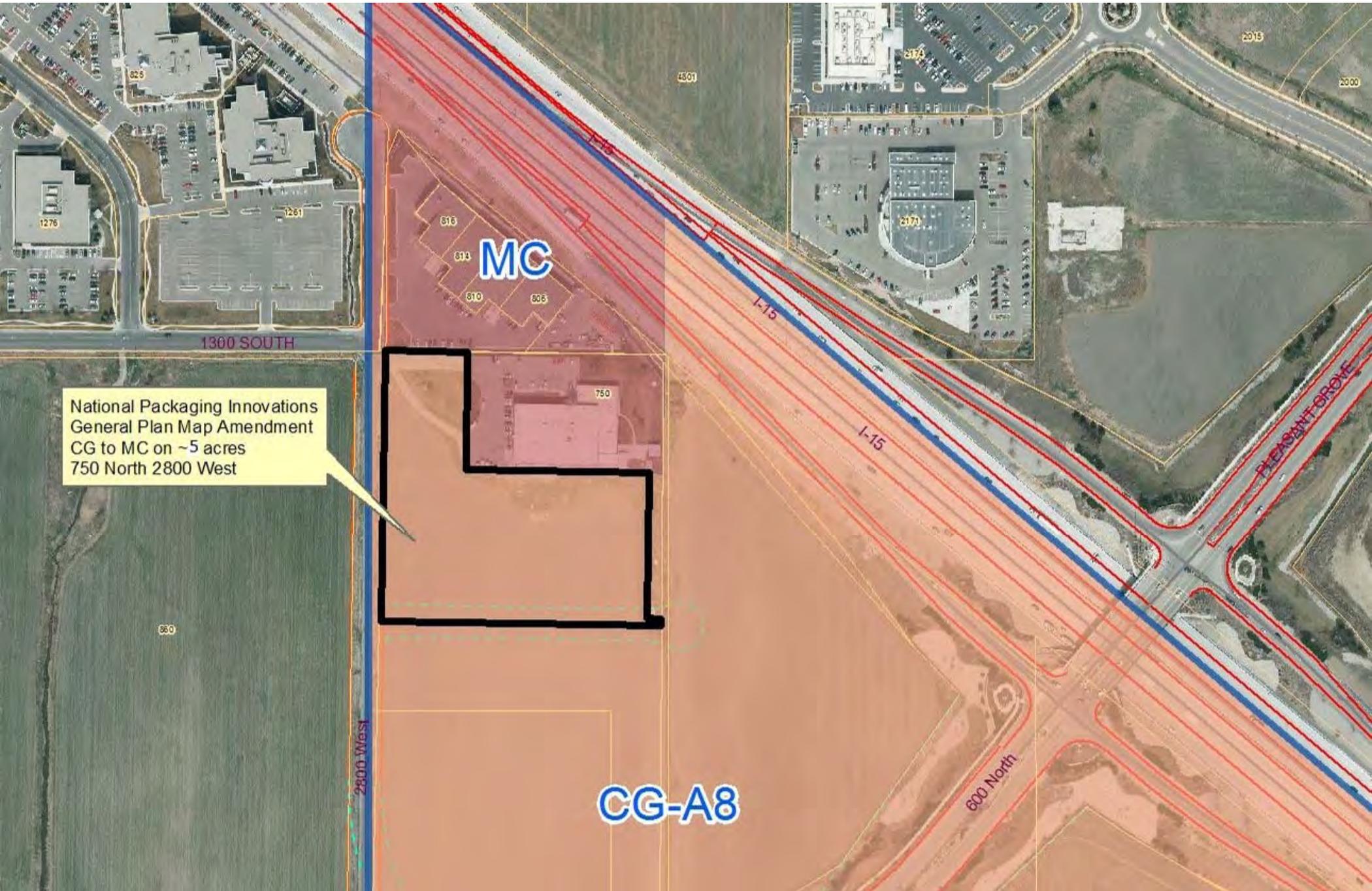
1. Relevant General Plan policies to consider in determining whether the requested change will be in the public interest:
  - a. It is the purpose of the commercial area to provide areas in appropriate locations where a combination of business, commercial, entertainment, and related activities may be established, maintained, and protected.
  - b. Commercial use areas should be located along major arterial streets for high visibility and traffic volumes.
  - c. The goal of commercial development is to encourage the establishment and development of basic retail and commercial stores which will satisfy the ordinary and special shopping needs of Lindon citizens, enhance the City's sales and property tax revenues, and provide the highest quality goods and services for area residents.
    - i. Objectives of this goal are to:
      1. Expand the range of retail and commercial goods and services available within the community.
      2. Promote new office, retail, and commercial development along State Street and 700 North.
  - d. Applicable city-wide land use guidelines:
    - i. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
    - ii. Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available.
    - iii. Commercial and industrial uses should be highly accessible, and developed compatibly with the uses and character of surrounding districts.

## **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission determined that all the factors that led to the approval granted last year still apply and that the applicant's proposal will serve the public interest. The Commission recommended approval of the amendment on a 4-0 vote.

## **ATTACHMENTS**

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



National Packaging Innovations  
General Plan Map Amendment  
CG to MC on ~5 acres  
750 North 2800 West

MC

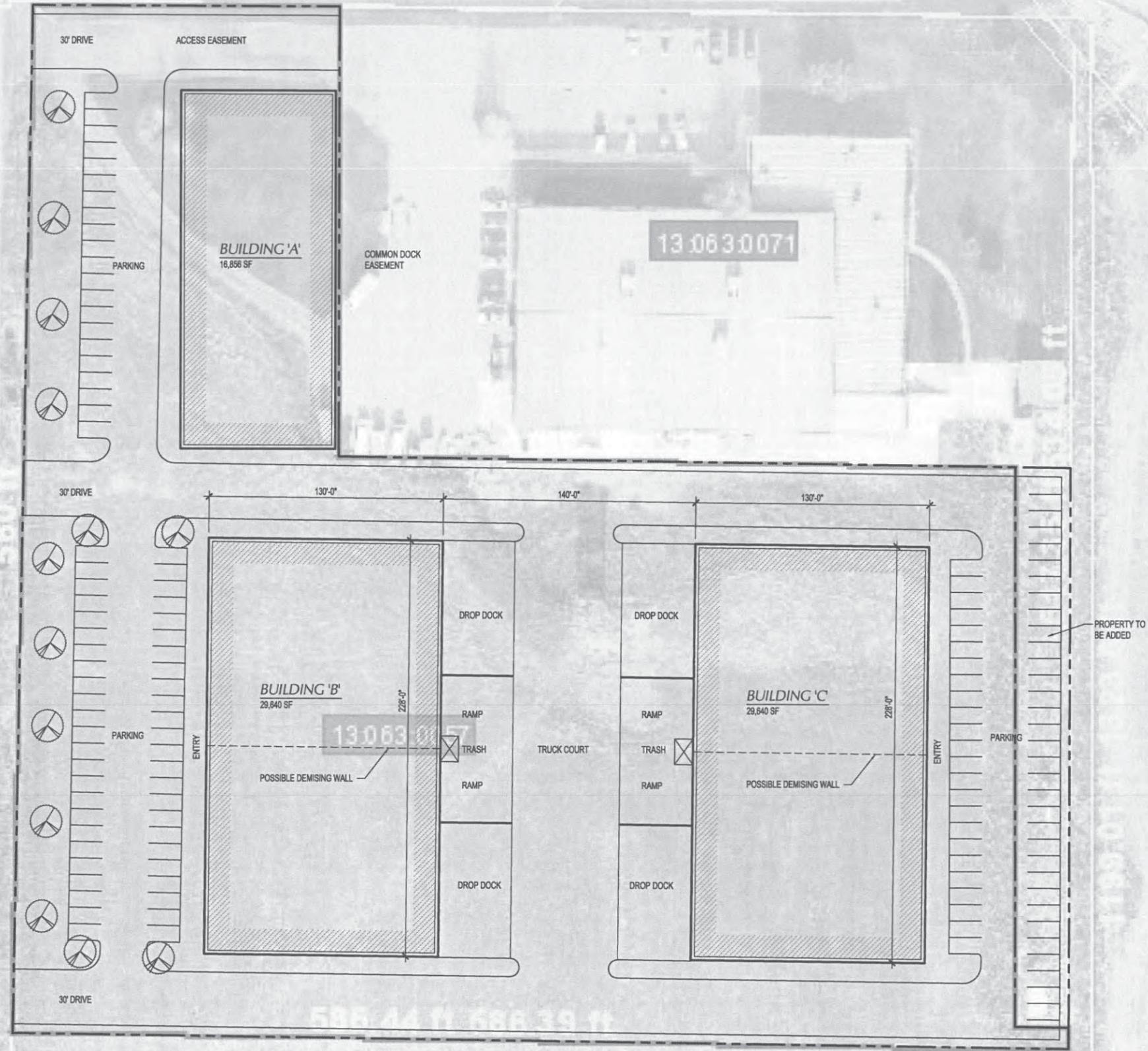
CG-A8

# Attachment 2



Views from the southwest corner of the proposed site:





American Fork

1261.82 ft



CONCEPTUAL SITE PLAN 'B' - LINDON, UTAH  
 SCALE: 1" = 30'-0"

NATIONAL PACKAGING INNOVATIONS  
 SITE PLAN CONCEPT  
 LINDON, UTAH  
 20 MAY 2014



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 ARCHITECTURE  
 233 SOUTH PLEASANT GROVE BLVD.  
 SUITE #105  
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**ORDINANCE NO. 2015-16-O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING PORTIONS OF THE LINDON CITY GENERAL PLAN LAND USE MAP FROM COMMERCIAL TO MIXED COMMERCIAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it is necessary to amend portions of the Lindon City General Plan Land Use Map, specifically the property generally located at 750 North 2800 West, otherwise identified by Utah County Parcel #13:063:0057 (See map labeled as Exhibit A) from Commercial to Mixed Commercial, finding that approval of such would benefit the City; and

WHEREAS, the City finds it is necessary to amend the General Plan Land Use Map to accommodate a growing industry within the City; and

WHEREAS, the property in question is currently adjacent to Mixed Commercial property and associated uses; and

WHEREAS, the Planning Commission recommended adoption of revised provisions, and the revision of such provisions will assist in carrying out general plan goals related to the promotion of businesses and industry within the City, and said changes are compatible with land use guidelines as found in the General Plan; and

WHEREAS, the current General Plan Land Use Map should be amended to provide such provisions to the Municipal Code of Lindon City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lindon City, Utah County, State of Utah, the Lindon City General Plan Land Use Map is hereby amended and will read as follows:

**SECTION I:**

*See Exhibit A showing parcel changing from Commercial to Mixed Commercial on the Lindon City General Plan Land Use Map.*



**7. Public Hearing — Zone Map Amend., National Packaging Innovations (Ord#2015-17-O)**  
*(15 minutes)*

Ed Daley of National Packaging Innovations requests approval of a Zone Map amendment to change the zoning designation of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial A8 (CG-A8) to Mixed Commercial (MC). The Planning Commission recommends approval of the change.

See attached materials from the Planning Department.

## Public Hearing — Zone Map Amendment — National Packaging Innovations

Ed Daley of National Packaging Innovations requests approval of a Zone Map amendment to change the zoning designation of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial A8 (CG-A8) to Mixed Commercial (MC).

<p><b>Applicant:</b> Ed Daley  <b>Presenting Staff:</b> Jordan Cullimore</p> <p><b>General Plan:</b> Commercial  <b>Current Zone:</b> General Commercial A8 (CG-A8)</p> <p><b>Property Owner:</b> Victory Quarry Company, LLC  <b>Address:</b> ~750 North 2800 West  <b>Parcel ID:</b> 13:063:0057  <b>Lot Size:</b> 4.995 acres</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes</p> <p><b>Planning Commission Recommendation:</b>  Approval; 4-0 vote.</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <p>1. Whether to approve a request to change the Zoning designation of the subject lot from General Commercial A8 (CG-A8) to Mixed Commercial (MC).</p> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) ordinance 2015-17-O to change the zoning designation of the lots identified by Utah County Parcel #13:063:0057 from General Commercial A8 (CG-A8) to Mixed Commercial (MC).</p>
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### **OVERVIEW**

The applicant proposes to develop the parcels with a site configuration similar to the site plan concept in attachment 3. The structures' architectural design will be similar to the structures portrayed in attachment 4. The complex will likely serve businesses that require office/warehousing space in which light assembly, packaging, and shipping activities will occur.

The applicant's proposed use is not allowed in the CG-A8, but it is in the MC zone. Consequently, the applicant requests that the lot be rezoned to the MC zone, subject to approval of a supporting General Plan Map amendment.

### **FINDINGS OF FACT**

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

### **ANALYSIS & CONCLUSIONS**

- Subsection 17.04.090(2) of the Lindon City Code establishes the factors to review when considering a request for a zone change. The subsection states that the "planning commission shall recommend adoption of a proposed amendment only where the following findings are made:
  - The proposed amendment is in accord with the master plan of Lindon City;

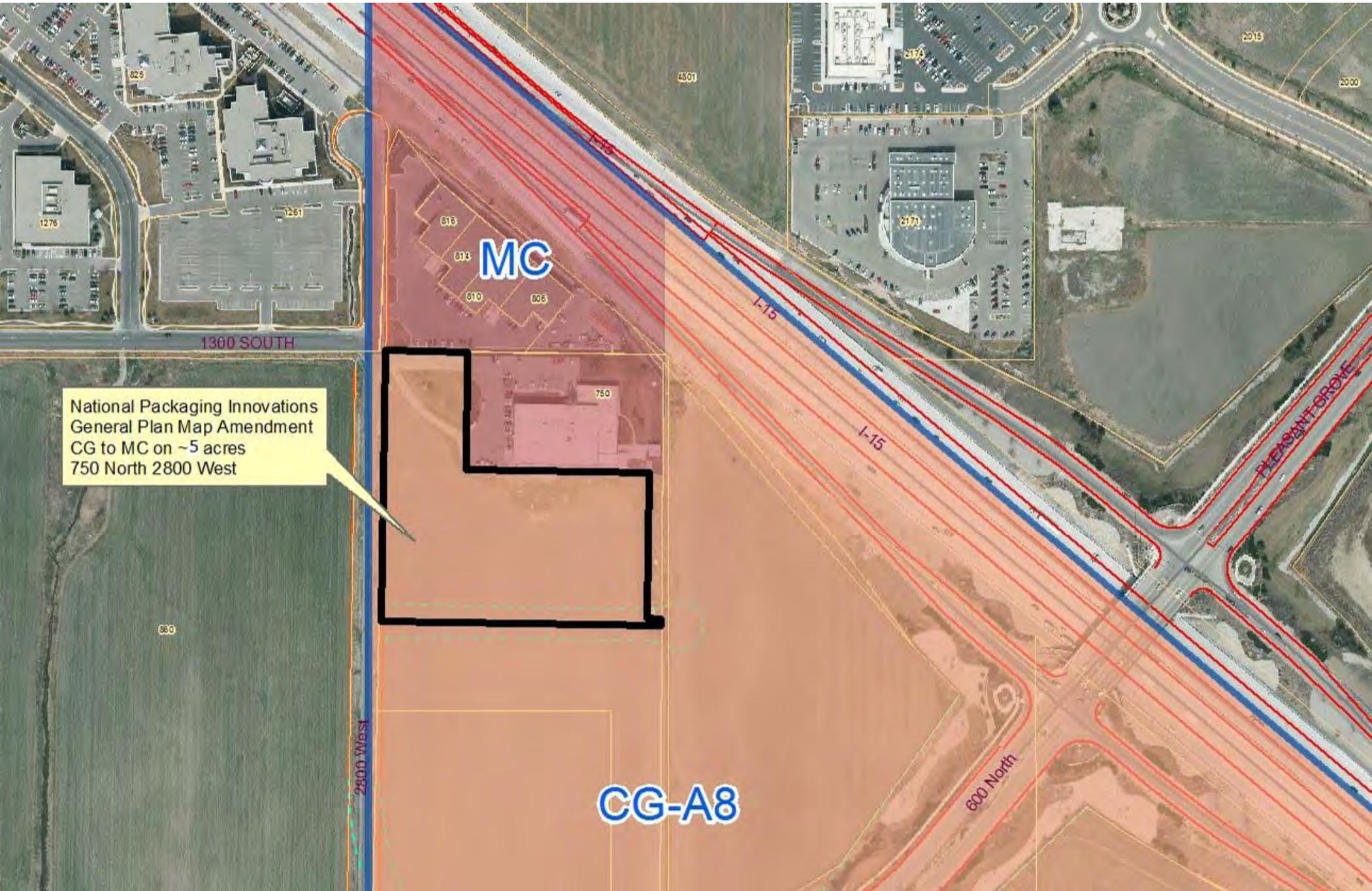
- Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of the division.”
- The stated purpose of the General Commercial Zone is to “promote commercial and service uses for general community shopping.” Further, the “objective in establishing commercial zones is to provide areas within the City where commercial and service uses may be located.”
- The purpose of the Mixed Commercial Zone is to “provide areas in appropriate locations where low intensity light industrial (contained entirely within a building), research and development, professional and business services, retail and other commercial related uses not producing objectionable effects may be established, maintained, and protected.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission determined that all the factors that led to the approval granted last year still apply and that the applicant’s proposal will serve the public interest. The Commission recommended approval of the amendment on a 4-0 vote.

### **ATTACHMENTS**

1. Aerial photo of the proposed area to be rezoned.
2. Photographs of the existing site.
3. Conceptual Site Plan.
4. Conceptual Architectural Renderings.
5. Proposed Amendment.



National Packaging Innovations  
General Plan Map Amendment  
CG to MC on ~5 acres  
750 North 2800 West

MC

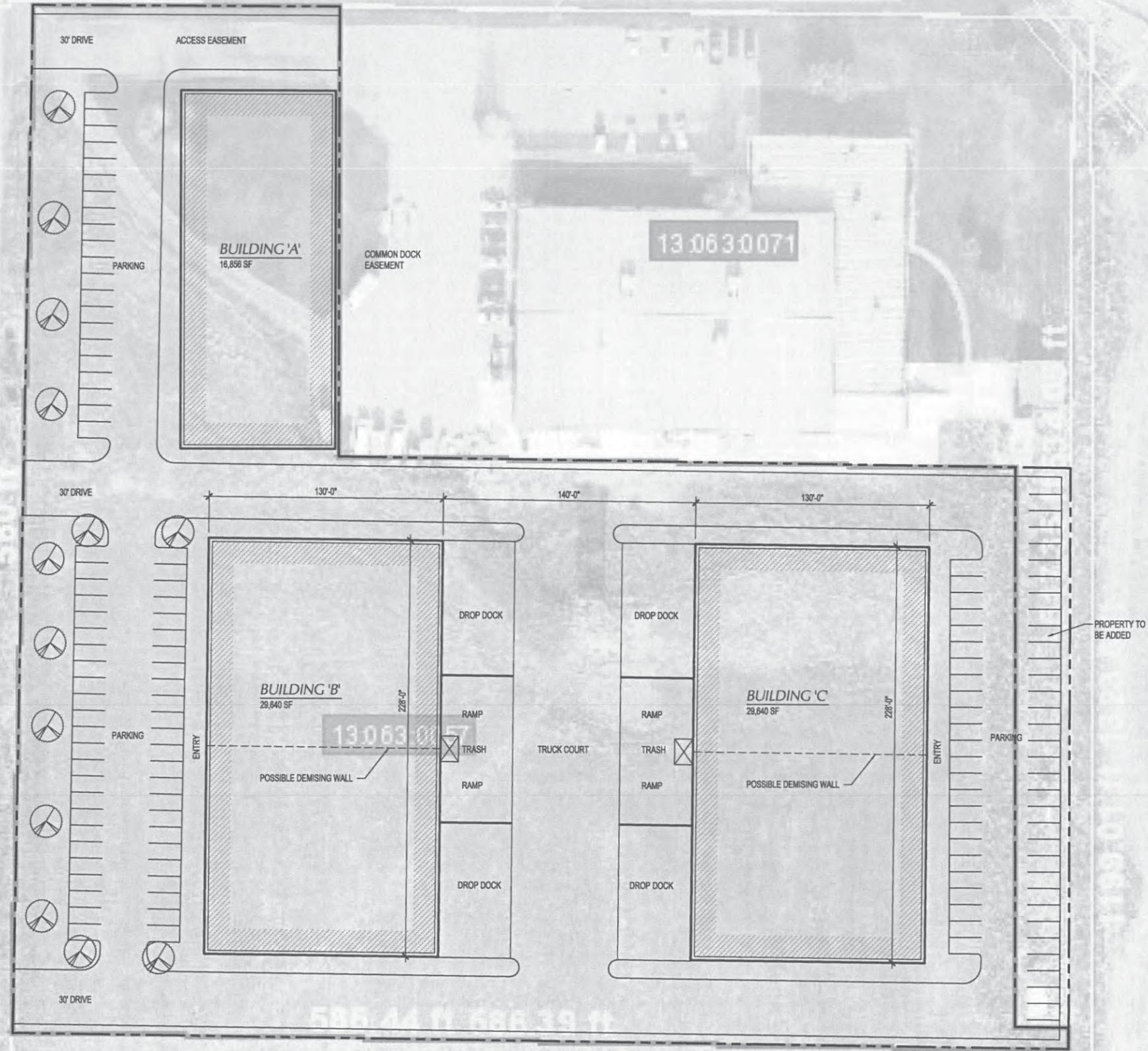
CG-A8

# Attachment 2



Views from the southwest corner of the proposed site:





CONCEPTUAL SITE PLAN 'B' - LINDON, UTAH  
SCALE: 1" = 30'-0"

NATIONAL PACKAGING INNOVATIONS  
SITE PLAN CONCEPT  
LINDON, UTAH  
20 MAY 2014



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**ORDINANCE NO. 2015-17-O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING PORTIONS OF THE LINDON CITY ZONING MAP FROM GENERAL COMMERCIAL-A8 TO MIXED COMMERCIAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it is necessary to amend portions of the Lindon City Zoning Map, specifically the property generally located at 750 North 2800 West, otherwise identified by Utah County Parcel #13:063:0057 (See map labeled as Exhibit A) from General Commercial-A8 (CG-A8) to Mixed Commercial, finding that approval of such would benefit the City; and

WHEREAS, the City finds it is necessary to amend the Zoning Map to accommodate a growing industry within the City; and

WHEREAS, the property in question is currently adjacent to Mixed Commercial property and associated uses; and

WHEREAS, the Planning Commission recommended adoption of revised provisions, and the revision of such provisions will assist in carrying out general plan goals related to the promotion of businesses and industry within the City, and said changes are compatible with land use guidelines as found in the General Plan; and

WHEREAS, the current Zoning Map should be amended to provide such provisions to the Municipal Code of Lindon City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lindon City, Utah County, State of Utah, the Lindon City Zoning Map is hereby amended and will read as follows:

**SECTION I:**

*See Exhibit A showing parcel changing from General Commercial-A8 to Mixed Commercial on the Lindon City Zoning Map.*



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

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

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

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

SEAL

**8. Major Subdivision — Huckleberry Estates, approx. 750 N. Locust Ave. (15 minutes)**

Jared Bishop requests preliminary approval of an eight (8) lot subdivision, six (6) of which will be in Lindon and two (2) in Pleasant Grove, including dedication of public streets, at approximately 750 North Locust Avenue in the Single Family Residential (R1-20) zone. The Planning Commission recommends approval of the subdivision.

See attached materials from the Planning Department.

## Major Subdivision — Huckleberry Estates approx. 750 North Locust Avenue

Jared Bishop requests preliminary approval of an eight (8) lot residential subdivision with six (6) lots in Lindon and two (2) in Pleasant Grove, including dedication of public streets, at approximately 750 North Locust Avenue in the Single Family Residential (R1-20) zone. 15-037-0.

<p><b>Applicant:</b> Jared Bishop  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Residential Low  <b>Current Zone:</b> Single Family Residential (R1-20)</p> <p><b>Property Owner:</b> Clark and Susann Evans, Maurine Zabriski  <b>Address:</b> ~750 North Locust Avenue  <b>Parcel IDs:</b> 14:049:0172, 38:174:0001, 14:049:0170  <b>Subdivision Acreage:</b> 4.4 acres</p> <p><b>Type of Decision:</b> Administrative  <b>Council Action Required:</b> Yes  <b>Planning Commission Motion:</b> Recommend approval with one condition</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <ol style="list-style-type: none"> <li>Whether to approve an eight lot residential subdivision in the Single Family Residential (R1-20) zone.</li> </ol> <p><b><u>MOTION</u></b></p> <p>I move to (<i>approve, deny, continue</i>) the applicant's request for approval of an eight lot residential subdivision with the following conditions (if any):</p> <ol style="list-style-type: none"> <li>Utility agreement between Lindon City and Pleasant Grove City be entered into in order to serve the lots in the Huckleberry Subdivision prior to recording the plat.</li> <li></li> <li></li> </ol>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### **BACKGROUND**

- This is a request to create eight (8) lots and dedicate a new public street in the Single Family Residential (R1-20) zone. Two additional lots of the subdivision will be located in Pleasant Grove.
- Lots 3, 4, 5, 6 and the majority of Lot 8 will front on 1000 South in Pleasant Grove while Lot 7 fronts on Locust Avenue. Lots 1 and 2 will be in Pleasant Grove.
- The lots will receive sewer and culinary water service from Lindon City. Secondary water and storm drain will be connected to Pleasant Grove City's systems.
- Lindon and Pleasant Grove are working on an interlocal agreement regarding utility service to this subdivision (and similar situations as may come up in the future). An agreement signed by both Cities should be a condition of approval before the plat is recorded at the County.
- The City boundary is located on the south side of the road at the back of the walk.

### **DISCUSSION & ANALYSIS**

#### *Lot Requirements*

- Minimum lot size in the R1-20 zone is 20,000 square feet (.46 acre). Of the lots in Lindon, 3, 4, 5, 6, and 7 meet the minimum requirement while Lot 8 is 17,891 square feet. This lot currently exists in more or less the same configuration as is being proposed in the subdivision. The current configuration exists as is due to the City boundary with Pleasant Grove and required road dedication for 1000 South. Staff is considering this lot to be a legal, nonconforming lot

because its constraints are being imposed by government action with regards to the City boundary and required road dedication.

- Minimum frontage in the R1-20 zone is 50 feet and all lots meet this requirement.
- Lot width requirements necessitate 100 feet of width at the front yard setback which is 30 feet back from the property line. All lots meet this requirement.

*Street Requirements*

- Since 1000 South is a Pleasant Grove road, the street will meet that city's cross section. However, a temporary turn around on the east end of the road will be required by Engineering.

*Other Requirements*

- Staff has determined that the proposed subdivision complies, or will be able to comply before final approval, with all remaining land use standards in LCC 17.32.
- The City Engineer is addressing engineering standards. All engineering issues will be resolved before final approval is granted.

**PLANNING COMMISSION MOTION**

With a 4-0 vote, the Commission recommended approval of the subdivision with the condition that the utility agreement between Lindon City and Pleasant Grove City be entered into in order to serve the lots in the Huckleberry Subdivision prior to recording the plat.

**MOTION**

1. See Motion box above.

**ATTACHMENTS**

1. Aerial photo of the proposed subdivision.
2. Photographs of the existing site.
3. Preliminary plan.



Huckleberry Estates Subdivision  
8 lots - 6 in Lindon, 2 in PG  
Approx. 750 North Locust Avenue  
Lindon, UT 84042





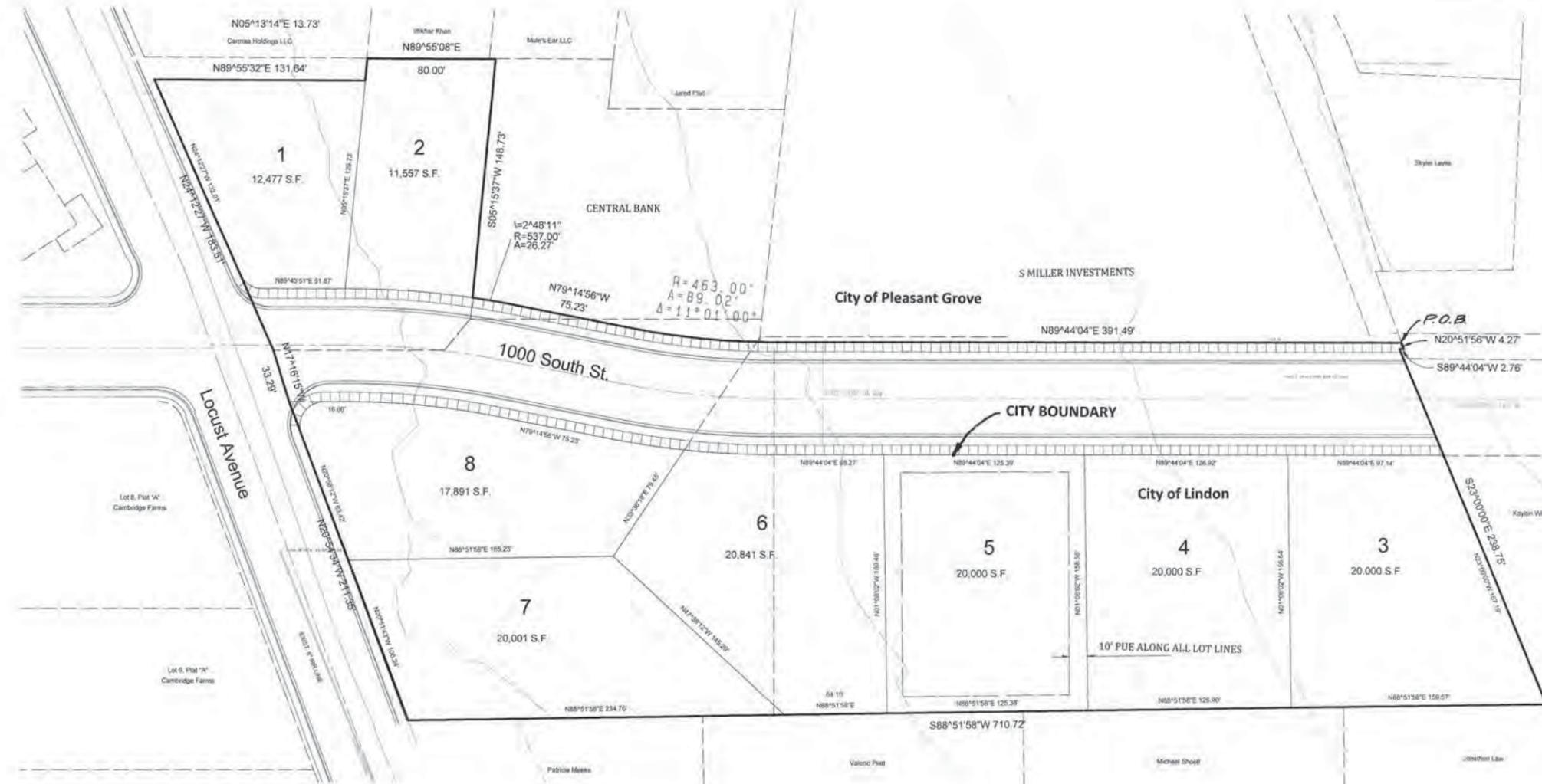
# HUCKLEBERRY ESTATES

PLEASANT GROVE AND LINDON, UTAH

## LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 00 DEGREES 19'56" EAST ALONG SECTION LINE 1274.11 FEET AND WEST 1236.20 FEET FROM THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 20 DEGREES 51'56" EAST 4.27 FEET; THENCE SOUTH 89 DEGREES 44'04" WEST 2.76 FEET; THENCE SOUTH 23 DEGREES 00'00" EAST 238.75 FEET; THENCE SOUTH 88 DEGREES 51'58" WEST 710.72 FEET; THENCE NORTH 20 DEGREES 54'34" WEST 211.35 FEET; THENCE NORTH 17 DEGREES 16'16" 33.29 FEET; THENCE NORTH 24 DEGREES 12'27" WESTS 183.51 FEET; THENCE NORTH 89 DEGREES 55'32" EAST 131.64 FEET; THENCE NORTH 05 DEGREES 13'14" EAST 13.73 FEET; THENCE NORTH 89 DEGREES 55'08" EAST 80.00 FEET; THENCE SOUTH 05 DEGREES 15'37" WEST 148.73 FEET; THENCE ALONG THE ARC OF A 537.00 FOOT RADIUS CURVE TO THE RIGHT 26.127 FEET (CENTRAL ANGLE = 02 DEGREES 48'12"), THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 39'02" EAST 26.27 FEET; THENCE ALONG THE ARC OF A 463.00 FOOT RADIUS CURVE TO THE LEFT 89.02 FEET (CENTRAL ANGLE = 11 DEGREES 01'00"), THE CHORD OF WHICH BEARS SOUTH 84 DEGREES 45'26" EAST 88.89 FEET; THENCE NORTH 89 DEGREES 44'04" EAST 391.49 FEET TO THE POINT OF BEGINNING.

CONTAINS 193351.48 S.F. (4.4387 ACRES MORE OR LESS)



BENCH MARK		REVISIONS		F. J. Clark & Associates		HUCKLEBERRY ESTATES	
<p>9448 N. Timpanogos Cove Cedar Hills, Utah 84062 (801) 701-0268</p>		Rev.	Date	Description	Drawn by	Checked by	2 OF 3
<p>Plans prepared under the direction of of</p>				<p>Preliminary Plat</p>		<p>2 OF 3</p>	

**9. Concept Review — Weldon Industries***(15 minutes)*

Mark Weldon requests feedback on a proposal to extend the MC zone along 1700 West near 700 North in order to accommodate an 80,000 s.f. office/warehouse building. Mr. Weldon is the developer of the Lindon Tech site on 500 North and 2000 West and will also be developing the Mountain Tech office site on the northwest corner of I-15 Exit 275. No motions will be made.

See attached materials from the Planning Department.

## Concept Review — Weldon Industries

Mark Weldon requests feedback on a proposal to extend the MC zone along 1700 West near 700 North in order to accommodate an 80,000 s.f. office/warehouse building. Mr. Weldon is the developer of the Lindon Tech site on 500 North and 2000 West and will also be developing the Mountain Tech office site on the northwest corner of I-15 Exit 275.

<p><b>Applicant:</b> Mark Weldon  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>Type of Decision:</b> None  <b>Council Action Required:</b> No</p>	<p><b><u>SUMMARY OF KEY ITEMS</u></b></p> <ol style="list-style-type: none"> <li>1. This is a concept review to receive feedback from the City Council regarding the applicant's proposal.</li> </ol> <p><b><u>MOTION</u></b>  No motion necessary.</p>
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### **OVERVIEW**

A visual representation of the applicant's proposal and a concept site plan are included in attachment 3. Currently, the property in question is split zoned CG/MC. Because it is a single parcel, the CG zone is the governing zone as it is more restrictive in its use options than the MC. In order to construct the proposed office/warehouse building, a subdivision would have to occur with an MC zone extension of about 240 feet to the north being approved by the Planning Commission and City Council.

### **MOTION**

No motion necessary.

### **ATTACHMENTS**

1. Aerial of land involved in the concept review
2. Photos of the existing site
3. Applicant's concept site plan

PEN & INK LTD  
1199 W 700 SOUTH - PLEASANT GROVE

47

CG

700 NORTH

ANDERSON BOYD AND SONS COMPANY INC  
700 N 1400 WEST - LINDON

MC

WICP WEST LINDON LLC  
632 N 2000 WEST - LINDON

WICP WEST LINDON LLC  
618 N 2000 WEST - LINDON

1700 West

1660 West

630 North

590 North

610 North

MC

R3

550 North

PF

540 North

PF

500 North

PF

480 North

MC

1790 West

450 North

PF

1670 West

430 North

1510 West

410 North

L

1400 WEST

CG-A8

400 NORTH

1-15

L

K & L DIRT COMPANY LC  
390 N 2000 WEST - LINDON







PEN & INK LTD  
1199 W 700 SOUTH  
PLEASANT GROVE

51

ROCKWORKS NOAHS LLC  
1976 W 700 NORTH  
LINDON

CG

LINDON CC LLC  
644 N 2000 WEST  
LINDON

ANDERSON BOYD AND SONS COMPANY INC  
700 N 1400 WEST  
LINDON

MC

632 N 2000 WEST  
LINDON

618 N 2000 WEST  
LINDON

2000 WEST

MC

WICP  
1855 W  
LINDON  
LLC

R3

550 North

PF

500 North

PF

PF

MC LI

700 NORTH

630 North

610 North

590 North

1660 West

1540 West

540 North

1510 West

1790 West

1700 West



## 10. Review and Action — Architectural Services for Fire Station and City Center Remodel

(10 minutes)

Lindon City advertised and received nine proposals for architectural services for the new fire station, and six proposals for the city center/police department remodel. A selection committee evaluated the proposals and recommends awarding the service contracts for both projects to Curtis Miner Architecture (CMA). CMA's fee of \$100,000 for the fire station and \$50,000 for the city center remodel includes, but is not limited to, design, construction documents, bidding assistance, and construction phase services. Funds for this design work have been budgeted and staff recommends approval of the architectural service agreements for both projects.

Lindon advertised a Request for Qualifications (RFQ) for architectural services for both the fire station and the city center/police department remodel projects. We received nine proposals for the fire station and six proposals for the city center remodel. A selection committee was formed and consisted of the Mayor, Councilmember Broderick, Chief Building Official, Chief of Police, City Administrator, Orem Fire Chief, and Orem Administrative Battalion Chief.

The committee recommends that Curtis Miner Architecture (CMA) be awarded the contract for architectural services for both projects. CMA will follow the approximate timelines through to completion:

### City Center / Police Department Remodel

Architect Selection	1 Month (June/July 2015)
Design	3-4 Months (July - Oct)
Securing of Finances (by City)	2-3 Months (Nov – Jan 2016)
Contractor Selection & Bid Award	1 ½ Months (Dec – Jan 2016)
Construction	2-3 Months (Feb-April 2016)
Contingency & Move-in	1 Months (May 2016)

### Fire Station

Architect Selection	1 Month (June/July 2015)
Design	5 Months (July-Nov)
Securing of Finances (by City)	2-3 Months (Nov – Jan 2016)
Contractor Selection & Bid Award	1 ½ Months (Dec-Jan 2016)
Construction	10 Months (Feb-Oct 2016)
Contingency & Move-in	2 Months (Nov-Dec 2016)

Staff has reviewed the contract service agreements and recommends approval of the contracts with Curtis Miner Architecture.

**Sample Motion:** I move to (award, not award) the architectural design services contract for both the Fire Station and the City Center remodel projects to Curtis Miner Architecture and authorize the City Administrator to sign the contract agreements for both projects.

DRAFT

**AGREEMENT** made as of the «Twenty First » day of «July » in the year «Two Thousand Fifteen. »

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

«Adam Cowie, Administrator »« »  
«Lindon City »  
«100 North State Street »  
«Lindon, Utah 84042 »

and the Architect:  
*(Name, legal status, address and other information)*

«Curtis Miner, AIA, NCARB »« »  
«Curtis Miner Architecture »  
«233 S. Pleasant Grove Blvd. Suite 105 »  
«Pleasant Grove, Utah 84062 »

for the following Project:  
*(Name, location and detailed description)*

«Lindon City Police & Administration Remodel»  
«Lindon, Utah»  
« »

The Owner and Architect agree as follows.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

«As stated in the Design Proposal dated June 29, 2015 »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 CONSTRUCTION PHASE SERVICES

#### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.4.1.3** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.4.2 EVALUATIONS OF THE WORK**

**§ 3.4.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### **§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 3.4.4 SUBMITTALS**

**§ 3.4.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

**§ 3.4.5 CHANGES IN THE WORK**

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.4.6 PROJECT COMPLETION**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

« As stated in the Design Proposal dated June 29, 2015 »

Under this proposal Curtis Miner Architecture will provide the following design consultants:

- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Interior Designer
- Construction Cost Estimator

» If requested by the Owner, additional consultants may be provided at their direct cost plus 10%.

**§ 4.2** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services average «Two » ( « 2 » ) site visits per month over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within «Twelve » ( «12 » ) months of the date of this Agreement, or until acceptance of project by Owner, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### **§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

#### **ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

«Fifty Thousand Dollars (\$50,000) »

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«

Hourly Rates	
Principal Architect	\$140 per hour
Associate Architect	\$125 per hour
Project Architect	\$110 per hour
Project Manager	\$95 per hour
Senior Drafter	\$70 per hour
Junior Drafter	\$60 per hour
Secretarial	\$55 per hour »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

« Hourly Rates

Principal Architect	\$140 per hour
Associate Architect	\$125 per hour
Project Architect	\$110 per hour
Project Manager	\$95 per hour
Senior Drafter	\$70 per hour
Junior Drafter	\$60 per hour
Secretarial	\$55 per hour »

**§ 11.4** Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten » percent ( «10 » %), or as otherwise stated below:

« »

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming	«Five	percent (	«5	%)
Schematic Design	Ten		10%	
Design Development Phase	Ten »		10% »	
Construction Documents	«Fifty Five	percent (	«55	%)
Phase				
Bidding Administration	Five »		5% »	
Construction Phase	«Fifteen »	percent (	«15 »	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«	
Hourly Rates	
Principal Architect	\$140 per hour
Associate Architect	\$125 per hour
Project Architect	\$110 per hour
Project Manager	\$95 per hour
Senior Drafter	\$70 per hour
Junior Drafter	\$60 per hour
Secretarial	\$55 per hour »

Employee or Category	Rate

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten » percent ( «10 » %) of the expenses incurred.

### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« As stated in the Design Proposal dated June 29, 2015 and CMA Terms, Conditions and Supplemental Information. See Exhibit 'A'. »

### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «Three Thousand Dollars » (\$ «3,000 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Thirty » ( «30 » )

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

«1.5 » % «monthly »

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

«As stated in the Design Proposal dated June 29, 2015 and CMA Terms, Conditions and Supplemental Information. See Exhibit ‘A’. »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:  
*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

« »

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*  
«Adam Cowie, Administrator »« »  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
«Curtis Miner, Principal »« »  
\_\_\_\_\_  
*(Printed name and title)*



DRAFT

**AGREEMENT** made as of the «Twenty First » day of «July » in the year «Two Thousand Fifteen »

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

«Adam Cowie, Administrator »« »  
«Lindon City »  
«100 North State Street »  
«Lindon, Utah 84042 »

and the Architect:  
*(Name, legal status, address and other information)*

«Curtis Miner, AIA, NCARB »« »  
«Curtis Miner Architecture »  
«233 S. Pleasant Grove Blvd. Suite 105 »  
«Pleasant Grove, Utah 84062 »

for the following Project:  
*(Name, location and detailed description)*

«Lindon City Fire Station»  
«Lindon, Utah»  
« »

The Owner and Architect agree as follows.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
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13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

«As stated in the Design Proposal dated June 29, 2015. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 CONSTRUCTION PHASE SERVICES

#### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.4.1.3** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.4.2 EVALUATIONS OF THE WORK**

**§ 3.4.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### **§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 3.4.4 SUBMITTALS**

**§ 3.4.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

**§ 3.4.5 CHANGES IN THE WORK**

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.4.6 PROJECT COMPLETION**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

«As stated in the Design Proposal dated June 29, 2015.

Under this proposal Curtis Miner Architecture will provide the following design consultants:

- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Landscape Engineer
- Interior Designer
- Construction Cost Estimator

» If requested by the Owner, additional consultants may be provided at their direct cost plus 10%.

**§ 4.2** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services average « Two » ( «2 » ) site visits per month over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within « Eighteen » ( « 18 » ) months of the date of this Agreement, or until the project is complete and accepted by the Owner, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services..

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### **§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

#### **ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

«One Hundred Thousand Dollars (\$100,000) »

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«

Hourly Rates	
Principal Architect	\$140 per hour
Associate Architect	\$125 per hour
Project Architect	\$110 per hour
Project Manager	\$95 per hour
Senior Drafter	\$70 per hour
Junior Drafter	\$60 per hour
Secretarial	\$55 per hour »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

« Hourly Rates

Principal Architect	\$140 per hour
Associate Architect	\$125 per hour
Project Architect	\$110 per hour
Project Manager	\$95 per hour
Senior Drafter	\$70 per hour
Junior Drafter	\$60 per hour
Secretarial	\$55 per hour »

**§ 11.4** Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Ten » percent ( « 10 » %), or as otherwise stated below:

« »

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming	«Five	percent (	«5	%)
Schematic Design	Ten		10%	
Design Development Phase	Ten »		10%»	
Construction Documents Phase	«Fifty Five	percent (	«55	%)
Bidding Administration	Five »		5% »	
Construction Phase	«Fifteen »	percent (	«15 »	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«

Hourly Rates	
Principal Architect	\$140 per hour
Associate Architect	\$125 per hour
Project Architect	\$110 per hour
Project Manager	\$95 per hour
Senior Drafter	\$70 per hour
Junior Drafter	\$60 per hour
Secretarial	\$55 per hour »

**Employee or Category**

**Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten » percent ( «10 » %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«As stated in the Design Proposal date June 29, 2015 and CMA Terms, Conditions and Supplemental Information. See Exhibit 'A'. »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of «Five Thousand Dollars » (\$ «5,000 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid «Thirty » ( « 30 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

«1.5 » % «monthly »

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

«As stated in the Design Proposal and CMA Terms, Conditions and Supplemental Information. See Exhibit ‘A’. »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:  
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

(Signature)

«Adam Cowie, Administrator »« »

(Printed name and title)

(Signature)

«Curtis Miner, Principal »« »

(Printed name and title)



**II. Presentation and Discussion — Police Department, crime & traffic incident statistics***(15 minutes)*

Lindon City Police Chief, Cody Cullimore, will review police department call data, traffic incidents, and crime statistics for Lindon over the last two fiscal years (2013-14, 2014-15). The overview is for informational purposes of issues occurring in Lindon.

Staff was discussing the new traffic signal that will soon be installed at the intersection of Lindon Center Street and State Street – and asked Chief Cullimore if he could run a detail report of accidents that have occurred at major intersections. Staff felt the data would be of interest to the Council. Chief Cullimore added additional Police Department stats and will briefly review the call data from the last two fiscal year time periods.

No motions will be made.



## Fiscal Year Statistical Comparison

### 2013-14 vs. 2014 – 15

The following seven pages show a statistical comparison of Incidents to which the Police Department responded or initiated during the past two fiscal years/July 1 – June 30. This is for purposes of comparison of rising or declining offense rates within Lindon City.

I apologize for the small print and will offer this index of each page and what they show. 2013-14 incidents are displayed on each page in Blue with 2014-15 incidents in Gold.

- Pg.1-2** These pages show an explanation of Criminal Offenses by type. This graph includes Part 1 Crimes which are the more serious offenses of Homicide, Rape, Robbery, Aggravated Assault, Burglary, Theft, Motor Vehicle Theft and Arson. The graphs on the left of each page indicate the increase or decrease of each statistical type within the comparison years.
- Pg. 3** This page shows a comparison of Part 2 Crimes, which are less serious crimes which usually do not involve violence or personal injury. These crimes include Simple Assault, Forgery, Fraud, Embezzlement, Possession of Stolen Property, some Sex Offenses, Minor Drug Possession or Use, DUI etc.
- Pg. 4** This page shows "Quality of Life" offenses such as Animal Control violations, Alarms, Disorderly Conduct, Violations of the Peace such as loud music, Intoxication etc.
- Pg. 5** This page shows Offenses and details the number of violations for which individuals were physically arrested.
- Pg. 6** Displays the number and type of Traffic Accidents which were investigated and their type.
- Pg. 7** Indicates the number of traffic citations issued and traffic stops conducted. Please note that this page does not indicate traffic stops which are accounted in other pages such as traffic stops resulting in a DUI violation or a Drug or Warrant arrest. It also does not include Traffic Stops for which Verbal or Written Warnings only were given.

Please let me know if you have any questions and I will be prepared to discuss these statistics during the next Council Meeting.

Cody Cullimore

Chief of Police



- Incidents
- Offenses
- Natures
- Statutes
- Citations
- Accidents
- Roll Call

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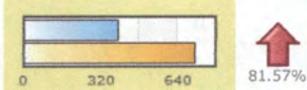
Department Summary



**Lindon PD**  
Chief Cody Cullimore  
Courage, Honor,  
Integrity

Quick Glance

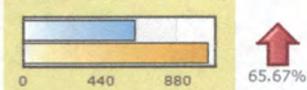
Offenses



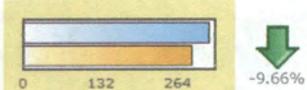
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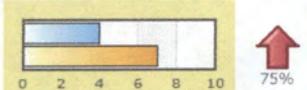
Citations - Type



Accidents



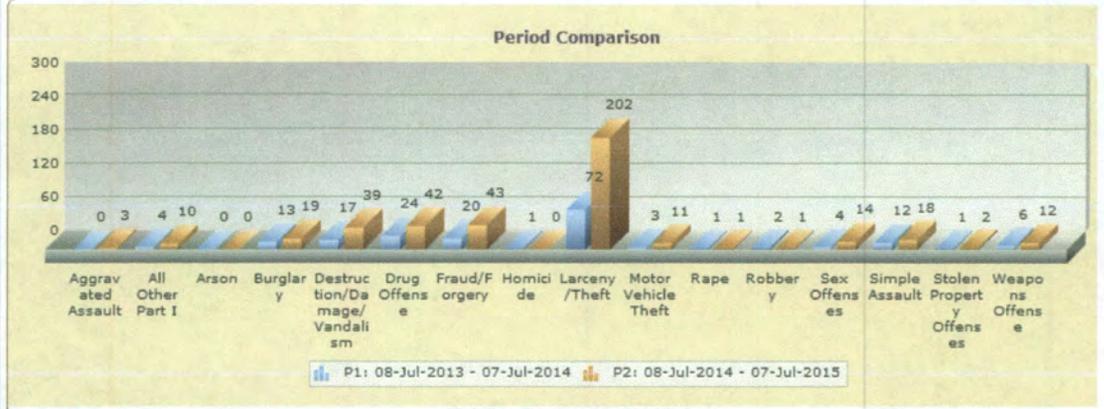
Roll Call



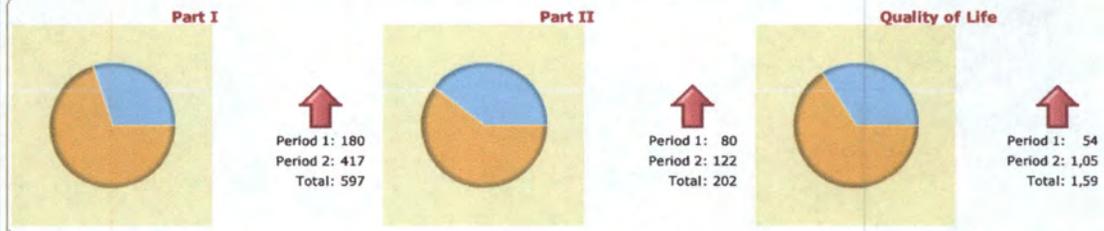
Statutes

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year  Period 1: 08-Jul-2013 - 07-Jul-2014 Period 2: 08-Jul-2014 - 07-Jul-2015 All Locations



Click bar chart to view details



View: Period Differences

Category	08-Jul-2013 - 07-Jul-2014	08-Jul-2014 - 07-Jul-2015	Total	Difference
Aggravated Assault	0	3	3	300%
All Other Part I	4	10	14	150%
Arson	0	0	0	0%
Burglary	13	19	32	46.15%
Destruction/Damage/Vandalism	17	39	56	129.41%
Drug Offense	24	42	66	75%
Fraud/Forgery	20	43	63	115%
Homicide	1	0	1	-100%
Larceny/Theft	72	202	274	180.56%
Motor Vehicle Theft	3	11	14	266.67%
Rape	1	1	2	0%
Robbery	2	1	3	-50%
Sex Offenses	4	14	18	250%
Simple Assault	12	18	30	50%
Stolen Property Offenses	1	2	3	100%



Weapons Offense

6

12

83<sup>8</sup> 100%

Crime Index Rate [All Locations]: 0 → 0 (0%)



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- Statutes
- Citations
- Accidents
- Roll Call

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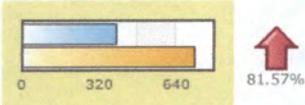
Department Summary



**Lindon PD**  
 Chief Cody Cullimore  
 Courage, Honor,  
 Integrity

Quick Glance

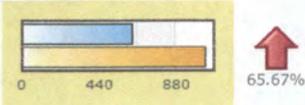
Offenses



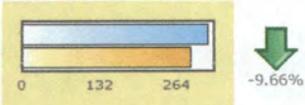
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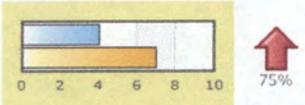
Citations - Type



Accidents



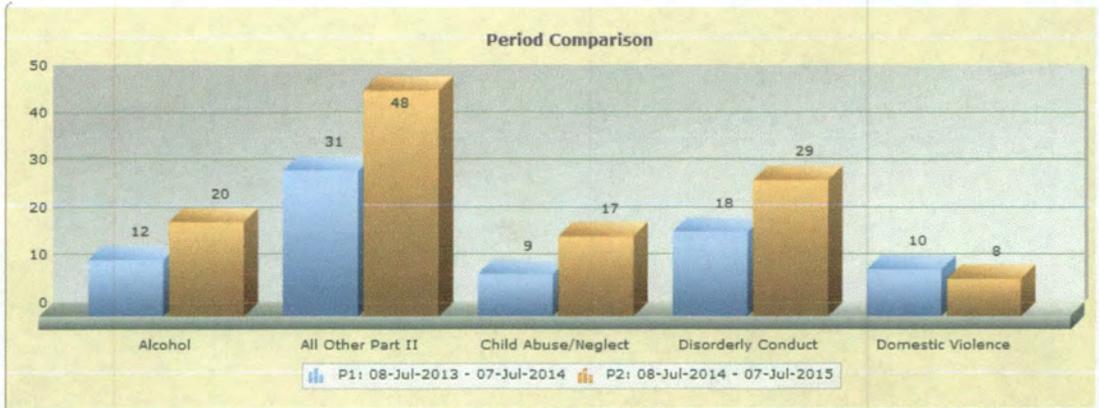
Roll Call



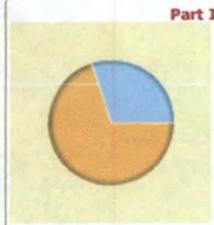
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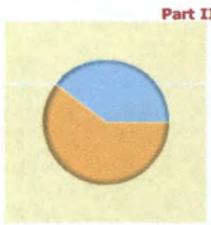
year  Period 1: 08-Jul-2013 - 07-Jul-2014 Period 2: 08-Jul-2014 - 07-Jul-2015 All Locations



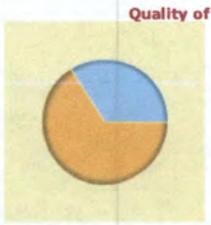
Click bar chart to view details



↑  
 Period 1: 180  
 Period 2: 417  
 Total: 597



↑  
 Period 1: 80  
 Period 2: 122  
 Total: 202



↑  
 Period 1: 54  
 Period 2: 1,05  
 Total: 1,59

View: Period Differences

Category	08-Jul-2013 - 07-Jul-2014	08-Jul-2014 - 07-Jul-2015	Total	Difference
Alcohol	12	20	32	66.67%
All Other Part II	31	48	79	54.84%
Child Abuse/Neglect	9	17	26	88.89%
Disorderly Conduct	18	29	47	61.11%
Domestic Violence	10	8	18	-20%

Crime Index Rate [All Locations]: 0 → 0 (0%)





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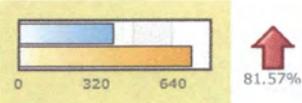
#### Department Summary



**Lindon PD**  
Chief Cody Cullimore  
Courage, Honor,  
Integrity

#### Quick Glance

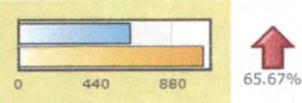
##### Offenses



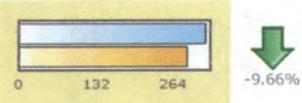
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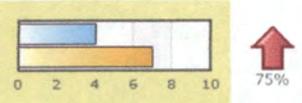
##### Citations - Type



##### Accidents



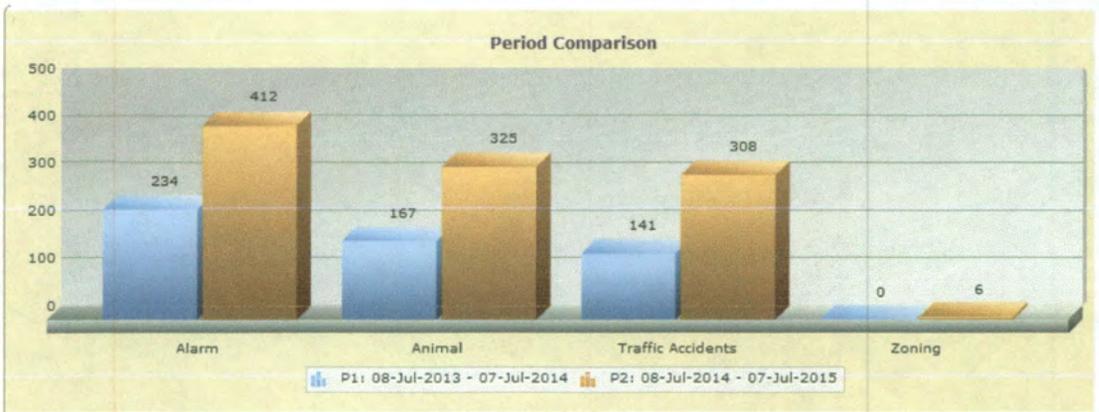
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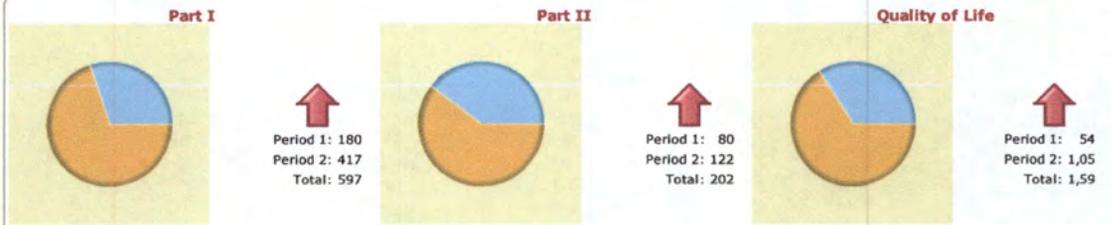
##### Statutes

No statute data found

year Period 1: 08-Jul-2013 - 07-Jul-2014 Period 2: 08-Jul-2014 - 07-Jul-2015 All Locations



Click bar chart to view details



View: Period Differences

Category	08-Jul-2013 - 07-Jul-2014	08-Jul-2014 - 07-Jul-2015	Total	Difference
Alarm	234	412	646	76.07%
Animal	167	325	492	94.61%
Traffic Accidents	141	308	449	118.44%
Zoning	0	6	6	600%

Crime Index Rate [All Locations]: 0 → 0 (0%)





- Incidents
- Offenses**
- Natures
- Statutes
- Citations
- Accidents
- Roll Call

CompStat Dashboard

Setup | Help | Log

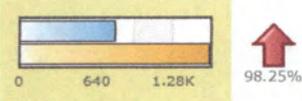
Department Summary



**Lindon PD**  
 Chief Cody Cullimore  
 Courage, Honor,  
 Integrity

Quick Glance

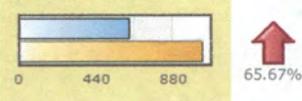
Incidents



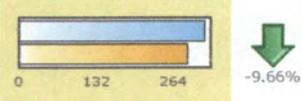
Natures

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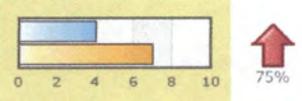
Citations - Type



Accidents



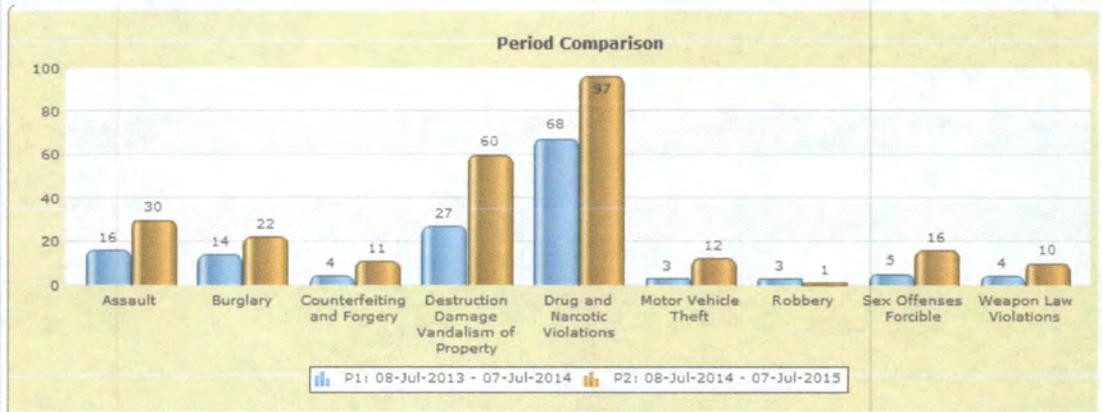
Roll Call



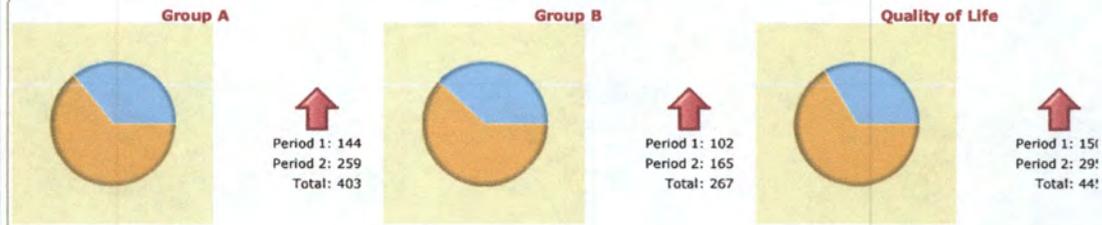
Statutes

No statute data found

year Period 1: 08-Jul-2013 - 07-Jul-2014 Period 2: 08-Jul-2014 - 07-Jul-2015 All Locations



Click bar chart to view details



View: Period Differences

Category	08-Jul-2013 - 07-Jul-2014	08-Jul-2014 - 07-Jul-2015	Total	Difference
Assault	16	30	46	87.5%
Burglary	14	22	36	57.14%
Counterfeiting and Forgery	4	11	15	175%
Destruction Damage Vandalism of Property	27	60	87	122.22%
Drug and Narcotic Violations	68	97	165	42.65%
Motor Vehicle Theft	3	12	15	300%
Robbery	3	1	4	-66.67%
Sex Offenses Forcible	5	16	21	220%
Weapon Law Violations	4	10	14	150%

Crime Index Rate [All Locations]: 0 → 0 (0%)





Setup | Help | Log Out

- Incidents
- Offenses
- Natures
- Statutes
- Citations
- Accidents
- Roll Call

### CompStat Dashboard

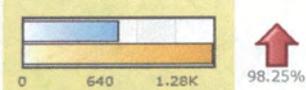
#### Department Summary



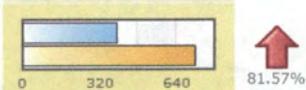
**Lindon PD**  
Chief Cody Cullimore  
Courage, Honor,  
Integrity

#### Quick Glance

##### Incidents



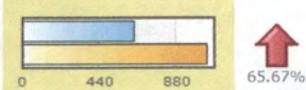
##### Offenses



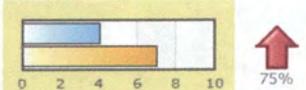
##### Natures

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##### Citations - Type



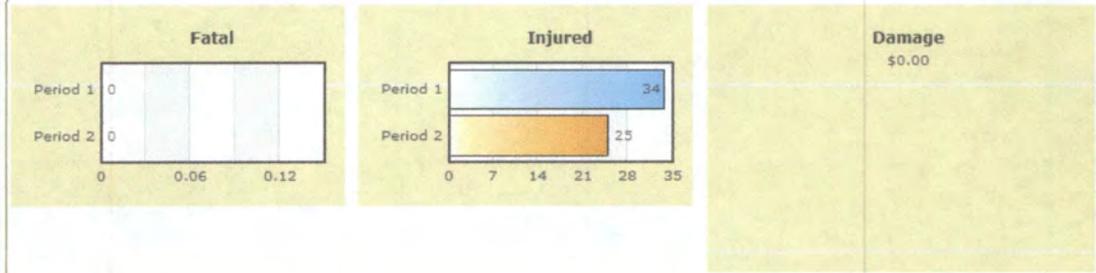
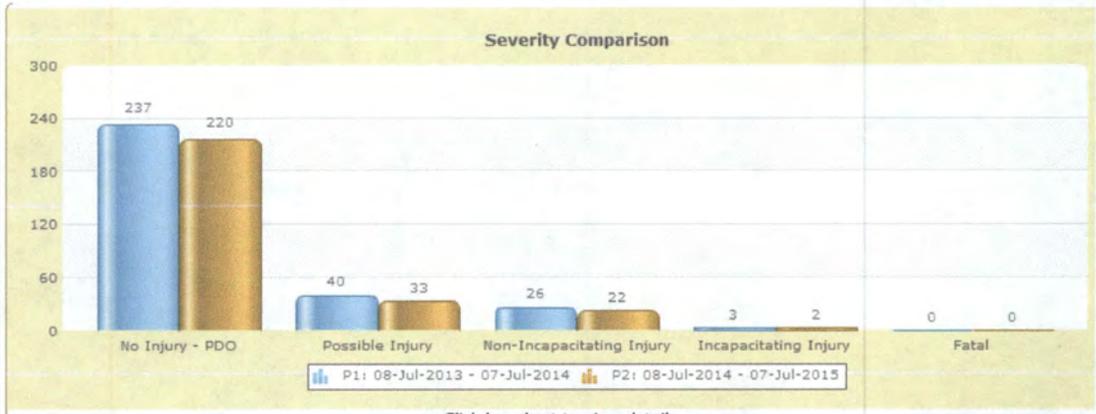
##### Roll Call



##### Statutes

No statute data found

year Period 1: 08-Jul-2013 - 07-Jul-2014 Period 2: 08-Jul-2014 - 07-Jul-2015 All Locations



#### 08-Jul-2013 - 07-Jul-2014

585 N STATE ST; WALMART LI; N SR 89 HWY	13
700 N GENEVA RD; N 1000 WEST ST	11
200 S GENEVA RD; S 1000 WEST ST	8
400 N STATE ST; N SR 89 HWY	5
STATE ST.	5
700 N STATE ST; N SR 89 HWY	4

#### 08-Jul-2014 - 07-Jul-2015

585 N STATE ST; WALMART LI; N SR 89 HWY	21
700 N GENEVA RD; N 1000 WEST ST	12
700 N STATE ST; N SR 89 HWY	9
200 S GENEVA RD; S 1000 WEST ST	6
600 N STATE ST; N SR 89 HWY	5
STATE ST.	4





- Incidents
- Offenses
- Natures
- Statutes
- Citations**
- Accidents
- Roll Call

### CompStat Dashboard

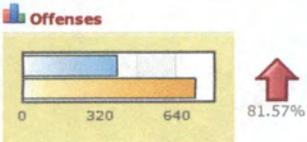
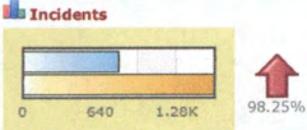
Setup | Help | Log Out

#### Department Summary

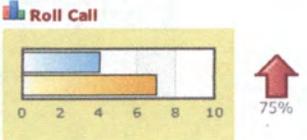
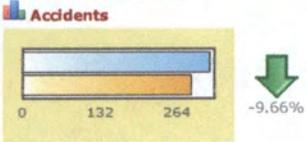


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#### Quick Glance

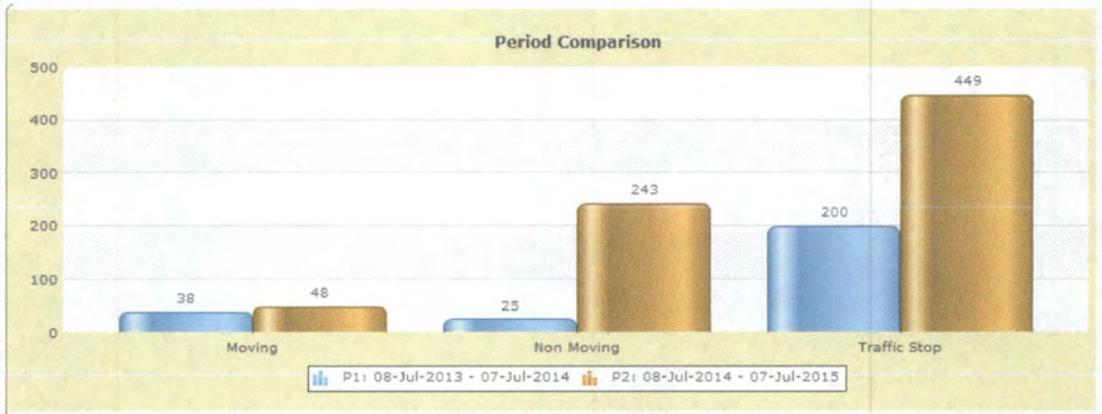


**Natures**  
 No nature data found



**Statutes**  
 No statute data found

year  **Period 1: 08-Jul-2013 - 07-Jul-2014** **Period 2: 08-Jul-2014 - 07-Jul-2015** All Locations



Click bar chart to view details

View: Period Differences

Category	08-Jul-2013 - 07-Jul-2014	08-Jul-2014 - 07-Jul-2015	Total	Difference
Moving	38	48	86	26.32%
Non Moving	25	243	268	872%
Traffic Stop	200	449	649	124.5%



## 12. **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, Little Miss Lindon           | - Randi Powell     |
| F) Public Safety, Court, Animal Control, Historic Commission, Budget Committee | - Jacob Hoyt       |

### 13. Administrator's Report:

(20 minutes)

#### Misc Updates:

- July City newsletter: [http://siterepository.s3.amazonaws.com/442/july15final\\_20150702095231.pdf](http://siterepository.s3.amazonaws.com/442/july15final_20150702095231.pdf)
- Project Tracking List – Any questions?
- Fireworks Restriction: Reminder that fireworks restrictions are in place. Maps found on City web.
  - [City wide restrictions map](#)
  - [West-side / foothills restrictions detail map](#)
- Public Works / Dave Nicolson plat amendment, utilities installation. Agreement coming in August.
- Meet the Candidates night – General open house *or* more formal question/answer debate?
  - Possible written introduction / why you're running statement posted on web with photo?
- Councilmember Bean is Mayor pro tem from July through September 2015.
- This watering season City has found/fixed six cross-connections between culinary and secondary system.
  - Continued investigation into city-wide chlorination of water system
  - Public outreach on dangers of cross-connections will continue
  - Free inspection of connections continued to be offered
    - No fines or citations if connections are found during requested inspections
  - Fines/citations for *non-voluntarily discovered violations* will be issued per city ordinance (Class B misdemeanor)
    - Home owners, businesses, contractors
- Misc. Items:

#### Upcoming Meetings & Events:

- Newsletter Assignment: **Randi Powell** – September newsletter article. *Due by last week in August.*
- August 3<sup>rd</sup>-8<sup>th</sup> – Lindon Days celebration **All Council members**
- August 11<sup>th</sup> @ Noon – Engineering Coordination Meeting at Public Works. **Mayor, Van, ???**
- October 22<sup>nd</sup> @ 7:00pm - Meet the Candidates Night @ Community Center
- November 3<sup>rd</sup> – Election night

## Adjourn

## PROJECT TRACKING LIST

APPLICATION NAME	APPLICATION DATE	APPLICANT INFORMATION	PLANNING COMM.	CITY COUNCIL
			DATE	DATE
<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>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>Site Plan: Scott's Provo GM</b>	Jan. 2015	Mandy Ogaz	Feb. 10 (cont.)	N/A
<i>Request to add a small office building to the Scott's Miracle Gro site located at 347 South 1250 West in the LI zone.</i>				
<b>Property Line Adjustment</b>	Mar. 2015	James Ferrin	N/A	N/A
<i>Request for property line adjustment at 596 East 200 North.</i>				
<b>Ordinance Amendment</b>	Mar. 2015	Staff	Mar. 24, Apr. 14	TBD
<i>Request to increase maximum building height in PC zones to 110 feet.</i>				
<b>Plat Amendment: Public Works</b>	Apr 2015	Staff	TBD	N/A
<i>Request to amend Public Works Subdivision to accommodate property exchanges between the City and Nicholson Construction.</i>				
<b>Ordinance Amendment: Water wise landscaping in Commercial zones</b>	May 2015	Staff	June 9, June 23	TBD
<i>Request to modify commercial landscaping requirements to promote water wise landscaping.</i>				
<b>Huckleberry Estates Subdivision</b>	June 2015	Jared Bishop	July 14	July 28
<i>Request for approval of an 8 lot subdivision at approximately 750 North Locust Avenue in the R1-20 zone.</i>				
<b>General Plan Amendment: Anderson Farms</b>	June 2015	Ivory Development	TBD	TBD
<i>Request to amend the General Plan to expand the High Density Residential area into what is now planned as Mixed Commercial.</i>				
<b>Zoning Map Amendment: Anderson Farms</b>	June 2015	Ivory Development	TBD	TBD
<i>Request to amend the Zoning Map from Mixed Commercial/Light Industrial to Planned Unit Development.</i>				
<b>Ordinance Amendment: Anderson Farms PUD</b>	June 2015	Ivory Development	TBD	TBD
<i>Request to create a Planned Unit Development Ordinance for a master planned community concept know as Anderson Farms.</i>				
<b>General Plan Amendment: National Packaging</b>	June 2015	Ed Daley	July 14	TBD
<i>Request to change the General Plan designation of a parcel at approx. 750 North 2800 West from Commercial to Mixed Commercial.</i>				
<b>Zone Map Amendment: National Packaging</b>	June 2015	Ed Daley	July 14	TBD
<i>Request to rezone the parcel at approx. 750 North 2800 West from CG-A8 to MC.</i>				
<b>Minor Subdivision: Torgersen Heights</b>	June 2015	Danielle Torgersen	July 14	N/A
<i>Request for approval of a 2 lot subdivision at approximately 514 North Locust Avenue.</i>				
<b>Site Plan: NuStar</b>	June 2015	Robert Tubman	July 14	N/A
<i>Request for site plan approval of an industrial building at 1352 West 300 South.</i>				
<b>Plat Amendment: Murdock Hyundai</b>	June 2015	New Concepts Const.	N/A	N/A
<i>Request for approval of a plat amendment at 452 South and 530 South Lindon Park Drive. Being handled at Staff level.</i>				
<b>Alteration of Non-conforming Use: Mitchell Excavation</b>	July 2015	Scott Mitchell	August 11	N/A
<i>Request to expand existing concrete crushing operation to include a concrete batch plan. 1400 West 300 South in LI zone.</i>				
<b>Site Plan: Nicholson Business Park Phase II</b>	July 2015	Mark Clemen	TBD	N/A
<i>Request for site plan approval to construct a 40,000 s.f. office/warehouse building at 150 North Geneva Road in the LI zone.</i>				
<b>Zone Map Amendment: L.A. Lee Enterprises</b>	July 2015	Leonard Lee	August 11	August 18
<i>Request to rezone two parcels at 119 South State from CG to MC.</i>				
<b>Ordinance Amendment: Intermountain Precision Casting</b>	July 2015	John Williams	August 11	August 18
<i>Request to amend the Industrial zone building setbacks to create a "side-yard" setback of 15 feet.</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>				
Lindon Gateway II	Freeway Business Park II	Old Station Square Lots 11 & 12		
Zyto/Tams Office Buildings Site Plan	Keetch Estates Plat A	Lindon Harbor Industrial Park II		
Lindon Tech Center Site Plan	Pen Minor Subdivision	Lakeside Business Park Plat A		
Timpview Business Park Site Plan	Joyner Business Park Site Plan	Green Valley Subdivision		
Lindon View Parking Lot Site Plan	Prodigy Promos Site Plan	Blackcliff Industrial Park		
Lindon View Plat A	Intermountain Precision Site Plan	Olsen Site Plan		
		Eastlake at Geneva North Plat B		

Board of Adjustment		
Applicant	Application Date	Meeting Date

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 2016</b> Last Reviewed: 3/15	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 2016</b> Last Reviewed: 3/15	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 2016</b> Last Reviewed: 3/15	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>Hazard Mitigation Grant / MAG Disaster Relief Funds-</b> (pipe main ditch)  <b>FEMA Hazard Mitigation Grant</b> – (pipe Main Ditch)	<b>CDBG 2014 Grant</b> – Senior Center Computer Lab (\$19,000)
	<b>EDCUtah 2015: Economic Development Study on 700 North</b> (\$3,000)

Planning Dept - Projects and Committees			
On-going activities (2015 yearly totals)	Misc. projects	UDOT / MAG projects	Committees
Building permits Issued: 96 New residential units: 14	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses: 64 Land Use Applications: 50	Lindon Heritage Trail Phase 3 Ivory/Anderson Farms Master Plan	Lindon Bicycle Master Plan	MAG Technical Advisory Committee: Monthly Lindon Historic Preservation Commission: Bimonthly
Drug-free zone maps: 8			2015 Utah APA Fall Conference Committee MAG Trails Committee
			Rocky Mountain Power Planning Committee

