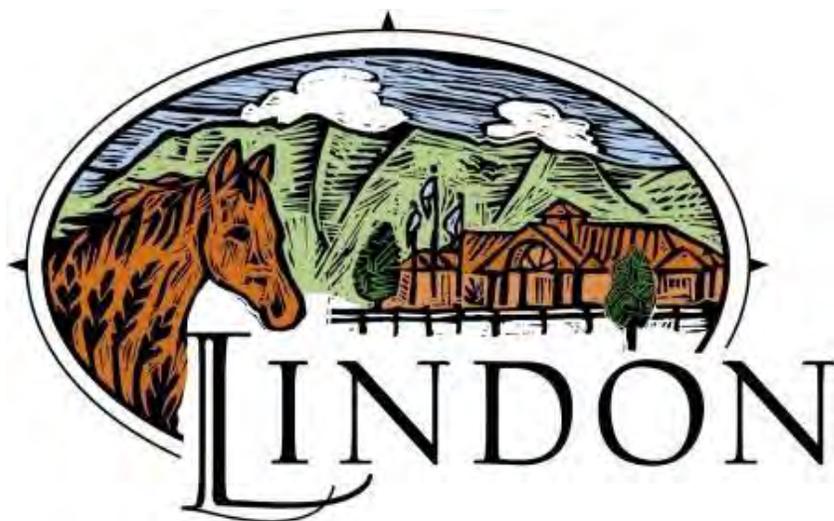


# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

August 18, 2015

# Notice of Meeting of the Lindon City Council



The Lindon City Council will hold a regularly scheduled meeting beginning at **7:00 p.m.** on **Tuesday, August 18, 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: Matt Bean

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report materials:



*(Review times are estimates only)*

1. **Call to Order / Roll Call** *(5 minutes)*
2. **Presentations and Announcements** *(5 minutes)*
  - a) Comments / Announcements from Mayor and Council members.
3. **Approval of minutes: July 21, 2015** *(5 minutes)*
4. **Consent Agenda – No Items**
5. **Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*
6. **Public Hearing — Ordinance Amendment; LI zone setbacks (Ord#2015-18-O)** *(15 minutes)*  
John Williams of Intermountain Precision Casting requests approval of an amendment to LCC 17.49.080 Industrial Zone Development Standards in order to modify “street side yard” setbacks in the Light Industrial zone from 20 feet to 15 feet. The Planning Commission recommends approval of the proposed amendment.
7. **Public Hearing — General Plan Amend., WICP West Lindon (Ord#2015-19-O)** *(15 minutes)*  
Mark Weldon of WICP West Lindon requests a General Plan map amendment to change the General Plan designation of property located at approximately 1800 West 700 North from Commercial to Mixed Commercial. The applicant intends to establish office and office\warehousing uses on the site. The Planning Commission recommends approval of the change, with conditions.
8. **Public Hearing — Zone Map Amend., WICP West Lindon (Ord#2015-20-O)** *(15 minutes)*  
Mark Weldon of WICP West Lindon requests a Zone Map amendment to change the zoning of property located at approximately 1800 West 700 North from Commercial to Mixed Commercial. The applicant intends to establish office and office\warehousing uses on the site. The Planning Commission recommends approval of the change, with conditions.
9. **Public Hearing — Ordinance Amendment; MC zone area (Ord#2015-21-O)** *(10 minutes)*  
Lindon City requests an amendment to LCC 17.50 Mixed Commercial, to remove the minimum zone area for the MC Zone. The Planning Commission recommends approval of the proposed amendment.
10. **Public Hearing — Ordinance Amendment; Accessory Bldg standards (Ord#2015-22-O)** *(10 minutes)*  
Lindon City requests amendments to LCC 17.04 & 17.44 to modify dimensional requirements for accessory buildings in residential zones. The Planning Commission recommends approval of the proposed amendment.
11. **Review and Action — Property Acquisition Agreement** *(15 minutes)*  
The City Council will review and consider action on an agreement with Dave Nicolson, of Nicolson Construction Inc., who is requesting to trade a portion of the Public Works property in exchange for utility easements and construction related services of value to the City.
12. **Review and Action — Award of Bid for Senior Center Computer Lab Remodel** *(5 minutes)*  
The City received a Community Development Block Grant (CDBG) through Mountainland Association of Governments (MAG) in the amount of \$19,987 in order to remodel and enlarge the Senior Center computer lab. The City advertised for competitive bids on the project. Staff recommends awarding the project to the low bidder, Stalwart Development, Inc., in the amount of \$19,777.

### **13. Presentation and Discussion — State of the City Report** (15 minutes)

Lindon City Administrator, Adam Cowie, will review a State of the City report with the City Council members.

### **14. Review and Action — Mass Notification Interlocal Agreement with Utah County** (5 minutes)

The City Council will review and consider action on an interlocal agreement with Utah County, and other cities within the County, for continued mass notification services through Everbridge at discounted rates.

### **15. Closed Session to Discuss the Sale, Purchase, Exchange, or Lease of Real Property** (20 minutes)

The City Council will enter into a closed executive session to discuss the sale, purchase, exchange, or lease of real property per Utah Code 52-4-205. This session is closed to the general public.

### **16. 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       |

### **17. Administrator's Report** (15 minutes)

#### **Adjourn**

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

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

**Posted By:** Kathy Moosman  
**Time:** ~9:00 a.m.

**Date:** August 17, 2015  
**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: Matt Bean

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

August 18, 2015 Lindon City Council meeting.

Jeff Acerson

Matt Bean

Van Broderick

Jake Hoyt

Carolyn Lundberg (ABSENT)

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 21, 2015**

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, July 21, 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: Cody Cullimore  
10 Invocation: Adam Cowie

12 **PRESENT** **ABSENT**

12 Jeff Acerson, Mayor  
14 Randi Powell, Councilmember  
Matt Bean, Councilmember  
16 Van Broderick, Councilmember  
Jacob Hoyt, Councilmember – arrived 8:00 pm  
18 Carolyn Lundberg, Councilmember  
Adam Cowie, City Administrator  
20 Hugh Van Wagenen, Planning Director  
Cody Cullimore, Chief of Police  
22 Kathy Moosman, City Recorder

- 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 regular City  
Council meeting of July 7, 2015 were reviewed.

32 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES  
34 OF THE REGULAR CITY COUNCIL MEETING OF JULY 7, 2015 AS AMENDED.  
COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

- 42 4. **Consent Agenda** – No items.
- 44
- 46 5. **Open Session for Public Comment** – Mayor Acerson called for any public  
comment not listed as an agenda item. There were no public comments.

2 **CURRENT BUSINESS**

4 6. **Public Hearing** – *General Plan Amendment, National Packaging Innovations*  
6 (*Ordinance #2015-16-O*). Ed Daley of National Packaging Innovations request  
8 approval of a General Plan Map amendment to change the land use designation  
10 of the lot at approximately 750 North 2800 West (parcel #13:063:0057) from  
12 Commercial to Mixed Commercial. The Planning Commission recommends  
14 approval of the change.

12 COUNCILMEMBER POWELL MOVED TO OPEN THE PUBLIC HEARING.  
14 COUNCILMEMBER BEAN SECONDED THE MOTION. ALL PRESENT VOTED IN  
16 FAVOR. THE MOTION CARRIED.

16 Jordan Cullimore, Associate Planner, opened the discussion by giving a brief  
18 summary of this agenda item. He stated this application came before the Planning  
20 Commission approximately a year ago, and at that time the property was re-designated  
22 and rezoned to Mixed Commercial. He stated the project took a different direction and  
24 the Council directed staff to revert the General Plan designation and zoning designation  
26 to Commercial and now the applicant is ready to move forward with the project.

22 Mr. Cullimore explained that the development will likely serve businesses that  
24 require an office/warehousing environment in which light assembly, packaging, and  
26 shipping activities will occur. He noted the applicant’s proposed use is not allowed in the  
28 CG zone, but it is in the MC zone, and the applicant is also requesting the appropriate  
30 zoning under the next item on the agenda. Mr. Cullimore further explained that City Code  
32 requires that any zone change must be consistent with the City’s General Plan  
34 Designation. The current General Plan designation is Commercial, so the General Plan  
36 map must first be modified for the rezone request to be possible. Therefore, the applicant  
38 is requesting that the General Plan designation be changed to Mixed Commercial to  
40 permit the zone change and allow the desired uses.

32 Mr. Cullimore went on to say that the General Plan currently designates the  
34 property under the category of Commercial. This category includes retail and service  
36 oriented businesses, and shopping centers that serve community and regional needs. The  
38 applicant is requesting that the General Plan designation of the property be changed to  
40 Mixed Commercial, which includes the uses in the General Commercial designation, as  
42 well as light industrial and research and business uses.

38 Mr. Cullimore then referenced the relevant general plan policies to consider in  
40 determining whether the requested change will be in the public interest as follows:

- 40 a. It is the purpose of the commercial area to provide areas in appropriate locations  
42 where a combination of business, commercial, entertainment, and related  
44 activities may be established, maintained, and protected.
- 42 b. Commercial use areas should be located along major arterial streets for high  
44 visibility and traffic volumes.
- 44 c. The goal of commercial development is to encourage the establishment and  
46 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

2 residents.

Mr. Cullimore also referenced the objectives of this goal are to do the following:

- 4 1. Expand the range of retail and commercial goods and services available within the community.
- 6 2. Promote new office, retail, and commercial development along State Street and 700 North.
- 8 d. Applicable city-wide land use guidelines:
  - 10 i. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
  - 12 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.
  - 14 iii. Commercial and industrial uses should be highly accessible, and develop compatibly with the uses and character of surrounding districts.

18 Mr. Cullimore noted that 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. He added that the Commission recommended approval of the amendment on a 4-0 vote.

22 Mr. Cullimore then referenced an aerial photo of the proposed area to be re-classified, photographs of the existing site, conceptual site plan, conceptual architectural renderings and a concept site plan with multiple buildings and a rendering of what the building will look like and the proposed amendment followed by some general discussion. Mr. Cullimore then turned the time over to Mr. Daley, the applicant.

28 Councilmember Broderick asked if anything has changed as presented since last year. Mr. Daley stated it is identical and nothing has changed. Councilmember Lundberg commented that last time the contract was contingent on getting the zone changed and if that is still the case. Mr. Daley confirmed that statement stating this is the last step before closing. He noted the first building will be owner occupied and the first building to be occupied will be building C and the rest will be determined at a later date.

34 Councilmember Lundberg asked about road access and if it was presented to the Commission. She also pointed out at the last review they had concerns about the condition of the "Blind man" business. Mr. Daley stated he met with the current landowner who indicated that he had no idea the building was in that type of condition and they are cleaning it up. Mr. Daley said that Curtis Miner will present a cross access towards 2800 West and it is still up in the air on which building gets built first.

40 Mayor Acerson asked if the Planning Commission had any concerns. Mr. Cullimore stated they felt comfortable moving forward as it was similar to what they had discussed last year.

42 At this time Mark Weldon, property owner in attendance, asked about a pie parcel zoned for office. He noted they talked about putting a warehouse there but was told they had to put office there so they moved ahead with an office plan and pointed out that now a warehouse is going in next door. He stated that they would like to have buffers for landscaping or something that will take it upscale as to not diminish the property value of a Class A office space. Mr. Cullimore stated the Planning Commission discussed, from a

2 land use perspective, that it makes sense to have the commercial retail space along the  
3 corridors.

4 Mayor Acerson asked if the Planning Commission were aware that the adjacent  
5 parcel was going to be put into Class A office space. Mr. Van Wagenen stated they have  
6 not had an official application. Councilmember Lundberg asked Mr. Cullimore to advise  
7 the Council of the approved uses in mixed commercial i.e., noise, smells, etc. Mr.  
8 Cullimore then explained the uses in the commercial and mixed commercial zones.  
9 Councilmember Powell asked what the land use is west of Pheasant Brook Park (that  
10 backs up along Geneva Road). Mr. Cullimore stated it is Light Industrial. Mr. Van  
11 Wagenen stated there are additional landscaping requirements in the commercial zones.  
12 There was then some additional general discussion regarding this agenda item.

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

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

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

20 COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE  
21 2015-16-O TO CHANGE THE GENERAL PLAN DESIGNATION OF THE LOT  
22 IDENTIFIED BY UTAH COUNTY PARCEL #13:063:0057 FROM COMMERCIAL  
23 TO MIXED COMMERCIAL. COUNCILMEMBER POWELL SECONDED THE  
24 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 25 COUNCILMEMBER POWELL AYE
- 26 COUNCILMEMBER BEAN AYE
- 27 COUNCILMEMBER BRODERICK AYE
- 28 COUNCILMEMBER HOYT AYE
- 29 COUNCILMEMBER LUNDBERG AYE

30 THE MOTION CARRIED UNANIMOUSLY.

31  
32 **7. Public Hearing – *Zone Map Amendment, National Packaging Innovations***  
33 **(*Ordinance #2015-17-O*)**. Ed Daley of National Packaging Innovations requests  
34 approval of a Zone Map amendment to change the zoning designation of the lot  
35 at approximately 750 North 2800 West (parcel #13:063:0057) from Commercial  
36 A8 (CG-A8) to Mixed Commercial (MC). The Planning Commission  
37 recommends approval of the change.  
38

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

42 Mr. Cullimore led this discussion by explaining this is the second part of a two  
43 part request (now that the General Plan change has been approved) by Ed Daley of

2 National Packaging Innovations, who is in attendance to also request to develop the  
 4 parcels with a site configuration and architectural design similar to the site plan concept  
 6 included in the packets. He noted the complex will likely serve businesses that require  
 8 office/warehousing space in which light assembly, packaging, and shipping activities will  
 occur. Mr. Daley’s proposed use is not allowed in the CG-A8, but it is in the MC zone.  
 So he is requesting that the lot be rezoned to the MC zone, subject to approval of a  
 supporting General Plan Map amendment.

10 Mr. Cullimore explained that the current general plan designation does not permit  
 the subject lots to be rezoned from CG to MC. He noted this item is contingent upon the  
 12 approval, by the City Council, of agenda item #4 involving the General Plan designation  
 of the lot. Mr. Cullimore further explained that subsection 17.04.090(2) of the Lindon  
 City Code establishes the factors to review when considering a request for a zone change.  
 14 The subsection states that the “Planning Commission shall recommend adoption of a  
 proposed amendment only where the following findings are made:

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

28 Mr. Cullimore stated the Planning Commission determined that all the factors that  
 30 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  
 32 vote. Mr. Cullimore then referenced an aerial photo of the proposed area to be rezoned,  
 photographs of the existing site, conceptual site plan, conceptual architectural renderings  
 34 and the proposed amendment followed by discussion.

36 Councilmember Lundberg commented that last year the change was made and it  
 fell through. She noted that the council requested that they go through the process to  
 change it back. She recalls there was some discussion on how to handle those situations  
 38 in the future and asked Mr. Cullimore if that was resolved. Mr. Cullimore stated it was a  
 condition that staff would initiate the change and they would have to formally go through  
 40 the process.

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

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

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

4  
6 COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE  
2015-17-O, TO CHANGE THE ZONING DESIGNATION OF THE LOTS  
8 IDENTIFIED BY UTAH COUNTY PARCEL #13:063:0057 FROM GENERAL  
COMMERCIAL A8 (CG-A8) TO MIXED COMMERCIAL (MC).

10 COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

- 12 COUNCILMEMBER POWELL AYE
- 12 COUNCILMEMBER BEAN AYE
- 14 COUNCILMEMBER BRODERICK AYE
- 14 COUNCILMEMBER HOYT AYE
- 16 COUNCILMEMBER LUNDBERG AYE

16 THE MOTION CARRIED UNANIMOUSLY.

18 8. **Major Subdivision** – *Huckleberry Estates, approx. 750 N. Locust Avenue.*

20 Jared Bishop requests preliminary approval of an eight (8) lot subdivision, six (6)  
22 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.

24  
26 Hugh Van Wagenen, Planning Director, also led this discussion by explaining  
Jared Bishop (Andrew Bishop is in attendance representing this application) and is  
requesting preliminary approval of an eight (8) lot subdivision, six (6) of which will be in  
28 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.  
30 The Planning Commission recommends approval of this subdivision. He noted that the  
name will change to Honeysuckle Estates, not Huckleberry Estates on the actual  
32 recording.

34 Mr. Van Wagenen explained this is a request to create eight (8) lots and dedicate a  
new public street in the Single Family Residential (R1-20) zone (4.4 acres). Two  
36 additional lots of the subdivision will be located in Pleasant Grove with Lots 3, 4, 5, 6  
and the majority of Lot 8 will front on 1000 South in Pleasant Grove while Lot 7 fronts  
38 on Locust Avenue and Lots 1 and 2 will be in Pleasant Grove. He explained the lots will  
receive sewer and culinary water service from Lindon City with the secondary water and  
storm drain will be connected to Pleasant Grove City’s systems.

40 Mr. Van Wagenen stated that Lindon and Pleasant Grove are working on an  
interlocal agreement regarding utility service to this subdivision (and similar situations as  
42 may come up in the future). He noted that an agreement signed by both Cities should be a  
condition of approval before the plat is recorded at the County. He added that the City  
44 boundary is located on the south side of the road at the back of the walk.

46 Mr. Van Wagenen further explained that the 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

2 same configuration as is being proposed in the subdivision. He noted that the current  
 4 configuration exists as is due to the City boundary with Pleasant Grove and required road  
 6 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.

8 Mr. Van Wagenen went on to say that the minimum frontage in the R1-20 zone is  
 10 50 feet and all lots meet this requirement and lot width requirements necessitate 100 feet  
 12 of width at the front yard setback which is 30 feet back from the property line. He noted  
 14 that all lots meet this requirement, and 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. He stated that 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. He added that the City Engineer is  
 addressing engineering standards and all engineering issues will be resolved before final  
 approval is granted.

16 Mr. Van Wagenen stated with a 4-0 vote, the Planning Commission  
 18 recommended approval of this 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  
 20 the Honeysuckle Subdivision prior to recording the plat. Mr. Van Wagenen then  
 referenced an aerial photo of the proposed subdivision, photographs of the existing site  
 22 and the preliminary plan. There was then some general discussion regarding this agenda  
 item.

24 Councilmember Bean inquired if someone wanted to develop more legal non-  
 conforming lots how many could they have. Mr. Van Wagenen stated in this case,  
 26 because it is an existing parcel with existing geometry, it is pretty straightforward and  
 they would have to come into conformance. Councilmember Lundberg asked if Pleasant  
 28 Grove is requiring a park strip. Mr. Van Wagenen confirmed that statement. He pointed  
 out that the applicant is running the subdivision application through Pleasant Grove  
 30 simultaneously with Lindon City. Councilmember Broderick asked if this is fitting with  
 the road master plan. Mr. Van Wagenen confirmed that statement. Councilmember  
 32 Lundberg asked if the property owners to the north are going to participate in sub-  
 dividing their lots.

34 Clark Evans, property owner in attendance, gave a brief history of his property  
 and easements. He also commented that the property is taxed by Lindon and Pleasant  
 36 Grove and it was originally also taxed by the County. Mr. Van Wagenen stated that the  
 easement issues will be worked out. He added that this is a preliminary plan with  
 38 additional drawings and submittals that will be coming with the final plat and it will be  
 handled at staff level before recordation.

40 Following some additional discussion, Mayor Acerson called for any further  
 comments or questions from the Council. Hearing none he called for a motion.  
 42

44 **COUNCILMEMBER LUNDBERG MOVED TO APPROVE THE**  
**APPLICANTS REQUEST FOR APPROVAL OF AN EIGHT LOT RESIDENTIAL**  
**SUBDIVISION WITH THE FOLLOWING CONDITION 1. THE UTILITY**  
 46 **AGREEMENT BETWEEN LINDON CITY AND PLEASANT GROVE CITY BE**  
**ENTERED INTO IN ORDER TO SERVE THE LOTS IN THE HONEYSUCKLE**

2 SUBDIVISION PRIOR TO RECORDING THE PLAT. COUNCILMEMBER  
4 BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS  
FOLLOWS:

- 6 COUNCILMEMBER POWELL AYE
- 6 COUNCILMEMBER BEAN AYE
- COUNCILMEMBER BRODERICK AYE
- 8 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER LUNDBERG AYE

10 THE MOTION CARRIED UNANIMOUSLY.

12 9. **Concept Review – Weldon Industries.** Mark Weldon requests feedback on a  
14 proposal to extend the MC zone along 1700 West near 700 North in order to  
16 accommodate an 80,000 s.f. office/warehouse building. Mr. Weldon is the  
18 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.

20 Mr. Van Wagenen led this discussion by giving a brief overview explaining Mark  
22 Weldon (who is in attendance) is requesting feedback on a proposal to extend the MC  
24 zone along 1700 West near 700 North (south of the former Noah’s building) in order to  
26 accommodate an 80,000 s.f. office/warehouse building. He explained that Mr. Weldon is  
28 the developer of the Lindon Tech site on 500 North and 2000 West and is in the process  
of developing the Mountain Tech office site on the northwest corner of I-15 Exit 275. He  
noted that no motions will be made on this item as it is a concept review only. He noted  
that Mr. Weldon is just looking for feedback from the Council on what they would like to  
see on the 700 North corridor. He added that a visual representation of the applicant’s  
proposal and a concept site plan are included in the packets.

30 Mr. Van Wagenen stated that currently, the property in question is split zoned  
32 CG/MC and because it is a single parcel, the CG zone is the governing zone as it is more  
34 restrictive in its use options than the MC. Mr. Van Wagenen further explained that in  
36 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. Mr. Van Wagenen then referenced an aerial  
photo of the land involved in the concept review and photos of the existing site and the  
applicant’s concept site plan followed by discussion. He then turned the time over to the  
applicant for comment.

38 Mr. Weldon addressed the Council at this time along with Mr. Brandon Fugal.  
40 Mr. Weldon stated the first project is for the office building for Frontier  
42 Communications. He explained they are spending \$125,000 just for landscaping alone to  
44 ensure that they respect the residential homes in the area. He noted they are putting a lot  
46 of money into landscaping and expensive water to service the landscaping. Mr. Weldon  
state this project will bring in 400 jobs and a 10 year lease as soon as they can get the  
project started if they have the appropriate zoning. He noted this project is similar to the  
building they built in the Lindon Tech development. They are slated to bring two (2)  
buildings there and by the time they are done they will have 22 million dollars invested.  
Mr. Weldon mentioned they have two concerns 1. Long term easement (in and out) and

2 2. Protecting their investment to ensure they have the best of world class type buildings in  
that area. He noted they also paid \$7,500 for a traffic study that showed a turnaround  
4 would be a nice addition in the area for traffic flow; they are also paying for  
infrastructure in the area.

6 Mr. Weldon then turned the time over to developer, Brandon Fugal. Mr. Fugal  
gave a brief background on each of the tenants that have committed to these projects  
8 noting both are fortune 500 companies. He explained that Global Payments is an 8 billion  
dollar company with Frontier Communications being about the same. He pointed out that  
10 it is very fortunate that these companies are entering Lindon because of the jobs they will  
create (400) and both will double in size and expand beyond that with their scope and  
12 presence in Lindon.

14 Mr. Fugal mentioned their biggest concern is that because of the overlap in the  
two zones (on the Lindon Tech park side) they have significant momentum and they have  
a catalyst with Frontier and other businesses that have committed to this site, and the  
16 current zoning doesn't necessarily allow for them to expand the scope of Lindon Tech;  
they would love to have the flexibility to continue staging the expansion.

18 Mr. Fugal commented that they are currently in talks with an international  
company that could very well anchor both buildings. He re-iterated they are concerned  
20 with the overlap and being able to adjust the line of delineation relative to the zoning in  
order to accommodate a staged growth immediately or they may lose momentum. Right  
22 now they have a unique window of opportunity with these credit tenants that are  
committed to bring in significant jobs, employment and value creation to the market and  
24 to Lindon and they don't want anything to stifle their ability to proceed.

26 Mr. Fugal also mentioned an item second to the zoning which is the intended use  
of the road and the improvements. He noted there is a ditch that needs to be addressed as  
they provide access in from the east side of the project. They need to appropriately  
28 address what improvements are really going to be required by the developer in order to  
make that work; this is a critical discussion.

30 Mr. Fugal stated that Dan Torfman (Dennis Baker's partner) is in attendance to  
specifically address this issue with the Council to come up with some resolutions as they  
32 proceed forward. He added that Mr. Weldon is moving at an accelerated pace to close  
within the next several weeks subject to coming to some reasonable settlement on how to  
34 address the infrastructure required by the city for development and to be able to proceed  
as quickly as they can break ground. Mr. Fugal pointed out that this is a remarkable time  
36 in Lindon City's history and in the market, as there is unprecedented growth  
opportunities and National attention and no one knows how long that will continue and  
38 they should take advantage of the momentum. He added that they want to be good  
stewards to this property and a good partner to the City and to set the right tone. They  
40 would also appreciate any cooperation on the part of the city to help them reasonably  
make some adjustments in order to help facilitate this development plan which is in  
42 everyone's best interest. Mr. Fugal stated there is a unique opportunity to create a nice  
transition and buffer as they come into the gateway to Lindon City with good quality  
44 tenants and they don't want anything to impede that.

46 Mr. Weldon mentioned the timeline for Global Payments noting they would like  
to be in their building by May or June. They fear if they are not able to get a start with  
site work in September it may pose some issues. They are poised and ready to submit the

2 permits and they have met with Mr. Van Wagenen and his team and are trying to move  
 4 ahead as quickly as possible. He also mentioned they have concerns about other  
 6 warehouse buildings going in and they would make one respectful request that the  
 8 developer will provide a good buffer, limit outside storage, have a certain amount of  
 windows etc. that would certainly add value to their property and to their neighbor's  
 property. Mr. Weldon pointed out that just like the Council wants to protect their City  
 they want to protect their investment as to have a return on it at some point.

10 Mr. Van Wagenen stated they have engaged all affected parties. There was then  
 12 some general discussion regarding this issue. Mayor Acerson pointed out that the 700  
 north corridor is relatively open, and inquired if they are thinking beyond this footprint.  
 14 Mr. Fugal stated they will let the market decide that to a degree. He commented that they  
 have had very little interest from the retail community relative to the 700 north corridor;  
 16 they feel it is premature until there is really solid anchor tenancy. Mr. Fugal stated, that  
 being said, professional office and complimentary future service retail will continue to  
 18 gravitate towards this area and he sees this corridor into the Lindon community as  
 building out; the more head count, the more critical mass that is developed and captive  
 audience (not just Lindon) will change the scope; once you develop the critical mass and  
 momentum the retail and service amenities will follow.

20 Mr. Fugal concluded by stating there are a lot of buildings currently under  
 construction and 80% of which are pre-leased. He stated that Mark Weldon is merciless  
 22 as a developer and he is persistent and he executes. He is building buildings within 7 to 8  
 months as compared to others who are 12 to 14 months. His contacts and connections  
 24 coupled with his dedication is shaving 4 months off the development timeframe which is  
 crucial. Mr. Fugal stated that in reality a lot of these companies want occupancy now and  
 26 not in a year. Mr. Fugal stated they are here tonight to set expectations and want  
 permission and cooperation from the City to move swiftly in the process and take  
 28 advantage of the momentum.

30 Councilmember Lundberg commented that residents in the area have concerns  
 about what is going to be right behind their homes. Mr. Weldon stated they will have a  
 nice buffer and will put a lot of money into landscaping and also money into covering the  
 32 ditch and access issues; this is new in the process and they will do what the city requires.

34 Councilmember Powell commented that she feels this is one of the components of  
 what we need; we have the housing coming and we need the employees to help drive the  
 retail that will help bring tax dollars to the city. Councilmember Bean asked about the  
 36 access and covering the ditch. Mr. Weldon stated they plan to buffer with the landscaping  
 and fencing and he also showed where they plan to have the traffic access and continue  
 38 the canvass. There was then some general discussion regarding access.

40 Mr. Fugal stated they are trying to lay out something cohesive like bookends to  
 the master plan, and this will be a great transitional product and a good catalyst leading  
 into the gateway to the city. Mr. Van Wagenen reminded the Council this is a concept  
 42 review only and conceptual in nature. Mr. Weldon stated they will have more discussion  
 regarding access issues.

44 Mr. Weldon stated that if and when they are able to get this approved, they will  
 move very fast and move ahead quickly. Their focus is to get the people from Global  
 46 Payments who have made the 10 year commitment to build the capacity because Frontier  
 and Global may give additional buildings. He added that they would like to get an answer

2 at some point going forward and noted that Global Payments is a big presence to move  
3 this forward and they need some feedback as soon as possible.

4 Councilmember Lundberg commented it great they have brought quality tenants  
5 and she would hope to partner with them and get moving forward. She likes what she is  
6 hearing that they are wanting abundant landscaping as too often these business parks go  
7 up and they become concrete jungles and are not attractive and they want to keep it really  
8 inviting on the corridor with a park like setting. Mr. Weldon stated they have good  
9 tenants because they move fast and it has been a good team effort and it speaks volumes  
10 for the City. Mayor Acerson thanked the applicants for their presentation.

11 Following some additional discussion by the Council Mayor Acerson called for  
12 any further comments. Hearing none he moved on to the next agenda item.

14 **10. Review and Action – *Architectural Services for Fire Station and City Center***  
15 ***Remodel.*** Lindon City advertised and received nine proposals for architectural  
16 services for the new fire station, and six proposals for the city center/police  
17 department remodel. A selection committee evaluated the proposals and  
18 recommends awarding the service contracts for both projects to Curtis Miner  
19 Architecture (CMA). CMA’s fee of \$100,000 for the fire station and \$50,000 for  
20 the city center remodel includes, but is not limited to, design, construction  
21 documents, bidding assistance, and construction phase services. Funds for this  
22 design work have been budgeted and staff recommends approval of the  
23 architectural service agreements for both projects.

24  
25 Mr. Cowie led this discussion by explaining Lindon City advertised and received  
26 nine proposals for architectural services for the new fire station, and six proposals for the  
27 city center/police department remodel. A selection committee (including himself, Mayor  
28 Acerson, Chief Cullimore, Orem Fire Chief Gurney, Councilmember Broderick,  
29 Battalion Chief Peterson and Phil Brown, Chief Building Official) evaluated the  
30 proposals and recommends awarding the service contracts for both projects to Curtis  
31 Miner Architecture (CMA). Their fee of \$100,000 is for the fire station and \$50,000 for  
32 the city center remodel includes, but is not limited to, design, construction documents,  
33 bidding assistance, and construction phase services. He noted the funds for this design  
34 work have been budgeted and staff recommends approval of the architectural service  
35 agreements for both projects.

36 Mr. Cowie explained that the city advertised a Request for Qualifications (RFQ)  
37 for architectural services for both the fire station and the city center/police department  
38 remodel projects. He noted that nine proposals were received for the fire station and six  
39 proposals for the city center remodel. Mr. Cowie stated the committee recommends that  
40 Curtis Miner Architecture (CMA) be awarded the contract for architectural services for  
41 both projects. He noted CMA will follow the approximate timelines through to  
42 completion as follows:

44	<b><u>City Center / Police Department Remodel</u></b>	
45	Architect Selection	1 Month (June/July 2015)
46	Design	3-4 Months (July - Oct)
	Securing of Finances (by City)	2-3 Months (Nov – Jan 2016)

2 Contractor Selection & Bid Award 1 ½ Months (Dec – Jan 2016)  
 Construction 2-3 Months (Feb–April 2016)  
 4 Contingency & Move-in 1 Months (May 2016)

6 **Fire Station**

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

14 Mr. Cowie stated that staff has also reviewed the contract service agreements and  
 recommends approval of the contracts with Curtis Miner Architecture. Mayor Acerson  
 16 commented that the potential to exceed our expectation is there. He also asked that in the  
 motion they authorize him to sign the contract agreements for both projects.

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

20

COUNCILMEMBER POWELL MOVED TO AWARD THE  
 22 ARCHITECTURAL DESIGN SERVICES CONTRACT FOR BOTH FIRE STATION  
 AND THE CITY CENTER REMODEL PROJECTS TO CURTIS MINER  
 24 ARCHITECTURE AND AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE  
 CONTRACT AGREEMENTS FOR BOTH PROJECTS. COUNCILMEMBER  
 26 BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS  
 FOLLOWS:

28 COUNCILMEMBER POWELL AYE  
 COUNCILMEMBER BEAN AYE  
 30 COUNCILMEMBER BRODERICK AYE  
 COUNCILMEMBER HOYT AYE  
 32 COUNCILMEMBER LUNDBERG AYE  
 THE MOTION CARRIED UNANIMOUSLY.

34

Councilmember Hoyt made a comment on his “aye” vote mentioning the timeline  
 36 to secure the funding (6 months away) and brought up two points 1. He is still “no” on  
 the fire station until the contract is rewritten and unless we are paying for a portion of it  
 38 through means other than debt (50% financed by sale of assets or some other means) and  
 2. He is still in favor of moving forward but feels we don’t need any new debt. There was  
 40 then some discussion regarding an update on the selling of assets.

Mr. Cowie asked Councilmember Hoyt if he is he asking for a million dollars in  
 42 cash in 6 months. Councilmember Lundberg mentioned the retiring of the Hogan bond  
 will go towards that amount. Mr. Cowie stated the Hogan bond is done and it is \$400,000  
 44 plus. He added that a good amount of the site work costs may come down with the RDA  
 funds and the actual construction of the building may come in at 1.8 million or less. He  
 46 stated he won’t know until the architectural plans are done and they can price it out.  
 There was then some additional discussion regarding this issue.

2        **11. Presentation and Discussion – *Police Department, Crime & Traffic incident***  
 4        ***statistics.*** Lindon City Police Chief, Cody Cullimore, will review police  
 6        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.

8        Lindon City Police Chief, Cody Cullimore was in attendance to review police  
 10       department call data, traffic incidents, and crime statistics for Lindon over the last two  
 12       fiscal years (2013-14, 2014-15) with the Council. He noted this overview is for  
 informational purposes of issues occurring in Lindon.

14       Chief Cullimore then gave his presentation referencing the statistical comparison  
 16       of incidents to which the Police Department responded to or initiated during the past two  
 18       fiscal years/July 1- June 30. He noted this information is for the purpose of comparison  
 of rising or declining offense rates within Lindon City. Chief Cullimore then explained  
 the Criminal Offenses by type. He referenced a graph including Part 1 Crimes, which are  
 the more serious offenses of homicide, rape, robbery, aggravated assault, burglary, theft,  
 motor vehicle theft and arson. He also referenced graphs indicating the increase or  
 decrease of each statistical type within the comparison years.

20       Chief Cullimore then showed a comparison of Part 2 Crimes, which are less  
 22       serious crimes which usually do not involve violence or personal injury. He noted these  
 24       crimes include simple assault, forgery, fraud, embezzlement, possession of stolen  
 26       property, some sex offenses, minor drug possession or use, and DUI's etc. Chief  
 Cullimore also referenced a chart depicting "Quality of Life" offenses such as animal  
 control violations, alarms, disorderly conduct, violations of the peace such as loud music,  
 intoxication etc.

28       Chief Cullimore then explained the offenses and details and the number of  
 30       violations for which individuals were physically arrested. He also displayed the number  
 32       and type of traffic accidents which were investigated and their type. He also indicated the  
 34       number of traffic citations issued and traffic stops conducted. He noted that this  
 information does not indicate traffic stops which are accounted in other areas of the  
 report such as traffic stops resulting in a DUI violation or a drug or warrant arrest. He  
 noted the data does not include traffic stops for which verbal or written warnings only  
 were given.

36       There was then some general conversation and lengthy discussion with Chief  
 38       Cullimore regarding the presented information. Mayor Acerson thanked Chief Cullimore  
 for the valuable information and expressed his appreciation to him and his officers for  
 their good service to the City.

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

## 42       **12. COUNCIL REPORTS:**

44       **Councilmember Powell** – Councilmember Powell gave an update on Lindon Days  
 46       including discussion on how to go down the parade route (they agreed to walk the route)  
 and how to hand out the otter pops (they agreed to use reusable grocery bags). They also

2 agreed to wear white shirts. She reminded the Council to plan on attending all day on  
Saturday and to pick your events from the program.

4

6 **Councilmember Bean** – Councilmember Bean commented that it is good to see that  
there is new interest on the 700 north corridor and it is good to see the 2 new subdivisions  
on Locust Avenue happening.

8

10 **Chief Cullimore** – Chief Cullimore had nothing further to report.

12

12 **Councilmember Lundberg** – Councilmember Lundberg mentioned the Lindon  
monument at 200 south is in need of work and feels it is a poor reflection to welcome  
visitors to Lindon as it is a major focal point. She noted that perhaps just cleaning it up  
and adding some beautification may be sufficient. Mr. Cowie stated if the Council want  
to allocate funds let him know. Councilmember Hoyt suggested making it a scout  
project. Mr. Cowie stated he will talk to Heath Bateman about the issue. Councilmember  
Lundberg noted she will be absent at the next meeting in August.

18

20 **Councilmember Hoyt** – Councilmember Hoyt mentioned at the last Historic  
Preservation Commission meeting the issue of the partial garden at Pioneer Park was  
discussed. He noted it is just weeds and the committed would like to keep it a garden; at  
one point the Lemone's were taking care of it. He noted it is just something to keep in  
mind.

24

26 **Councilmember Broderick** – Councilmember Broderick had nothing to report.

28

28 **Mayor Acerson** – Mayor Acerson reported that he will be attending the County Health  
Department meeting next week.

30

30 **Administrator's Report:**

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

34

34 **Misc. Updates:**

36

- July City newsletter:
- Project Tracking List
- 36 • Fireworks Restriction: Reminder that fireworks restrictions are in place. Maps  
found on City website.
- 38 • Public Works/Dave Nicolson plat amendment, utilities installation. Agreement  
coming in August.
- 40 • Meet the Candidates night –formal question/answer debate.
- Possible written introduction/why you're running statement posted on web with  
photo. Submit by August 15<sup>th</sup>.
- 42 • Councilmember Bean is Mayor pro tem from July through September 2015.
- 44 • This watering season City has found/fixed six cross-connections between culinary  
and secondary system.
- 46 • Continued investigation into city-wide chlorination of water system
- Public outreach on dangers of cross-connections will continue

- 2 • Free inspection of connections continued to be offered
  - No fines or citations if connections are found during requested inspections
- 4 • Fines/citations for *non-voluntarily discovered violations* will be issued per city ordinance (Class B misdemeanor)
  - Home owners, businesses, contractors
- 6 • Misc. Items

8 **Upcoming Meetings & Events:**

- 10 • Newsletter Assignment: Councilmember Randi Powell – September newsletter article. *Due by last week in August.*
- 12 • August 3<sup>rd</sup> – 8<sup>th</sup> – Lindon Days celebration. All Council members will attend
- 14 • August 11<sup>th</sup> at Noon – Engineering Coordination Meeting at Public Works. Mayor Acerson and Councilmember Broderick will attend.
- 16 • October 22<sup>nd</sup> at 7:00 pm – Meet the Candidates Night at the Community Center
- 16 • November 3<sup>rd</sup> – Election night

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

22 **Adjourn –**

24 COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING AT  
 26 10:00 PM. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL  
 28 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

30 Approved – August 18, 2015

32 \_\_\_\_\_  
 34 Kathryn Moosman, City Recorder

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

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

- No Items.

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

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**6. Public Hearing — Ordinance Amendment; LI zone setbacks (Ord#2015-18-O) (15 minutes)**

John Williams of Intermountain Precision Casting requests approval of an amendment to LCC 17.49.080 **Industrial Zone Development Standards in order to modify “street side yard” setbacks** in the Light Industrial zone from 20 feet to 15 feet. The Planning Commission recommends approval of the proposed amendment.

See attached materials from the Planning Department.

## Public Hearing — Ordinance Amendment 2015-18-O Light Industrial “Street Side Yard” Setback

John Williams of Intermountain Precision Casting requests approval of an amendment to LCC 17.49.080 Industrial Zone Development Standards in order to modify “street side yard” setbacks in the Light Industrial zone from 20 feet to 15 feet. The City Council is considering this request following a recommendation by the Planning Commission.

<p><b>Applicant:</b> John Williams  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes  <b>Planning Commission Recommendation:</b>  Approval in a 6-0 vote</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <ol style="list-style-type: none"> <li>Whether it is in the public interest to approve the proposed amendment.</li> </ol> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) ordinance amendment 2015-18-O (<i>as presented, with changes</i>).</p>
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### **BACKGROUND**

Recently, Intermountain Precision Casting applied for and was approved to build a new building adjacent to their existing site at 1156 West 400 North in the LI zone. This building is for an expansion of their current operation. When construction was to begin the foundation was staked and it was realized that there was a discrepancy between the architectural site layout and the engineered site layout. The architect was measuring setbacks from back of walk while the engineer, appropriately, measured from the property line. However, the building was designed from the architectural site layout which ultimately placed the building into the required front setback area.

When this was discovered, the City and applicant went over several different scenarios to try and remedy the situation, including an alteration of the architectural plans. Unfortunately, the building is unique in its design to accommodate the needs of Intermountain Precision Casting and had very little wiggle room to make adjustments. To make matter more complicated, the lot is only 20,000 square feet which is small for an industrial property. Additionally, it is a corner lot, requiring a 20 foot setback along both frontages.

As the unfortunate situation was explored, the idea of modifying the setback along “street side yards” was introduced. The applicant felt that would be a great solution to their current problem of encroachment.

### **DISCUSSION & ANALYSIS**

Currently, all frontages in the LI zone require a 20 foot building setback from the property line, regardless of building orientation. Thus, corner lots with frontage on two roads are restricted to smaller building footprints than lots not on a corner which are able to go to a zero lot line. The applicant’s request is to modify “street side yard” setback to 15 feet, enabling a slightly larger building footprint.

Staff feels that a modification of 5 feet would have minimal impacts on the aesthetics of the streetscape and would not impact the safe site distance requirements for intersections. Additionally, it would allow properties on corner lots to utilize slightly more of their property which is otherwise disadvantaged do to greater setback requirements.

There is also a 20 foot landscape strip requirement along all frontages. Any approval of a modified setback would may affect the 20 foot requirement on some developments. Typically, however, in the LI zone the landscape strip is measured from back of curb and not the property line. Therefore, most developments will be able to have a full 20 foot landscape strip and still build a footprint within 15 feet of the property line. That will be the case with Intermountain Precision Casting's new site.

If approved, the change would affect the entire LI zone, not just Intermountain Precision Casting's property.

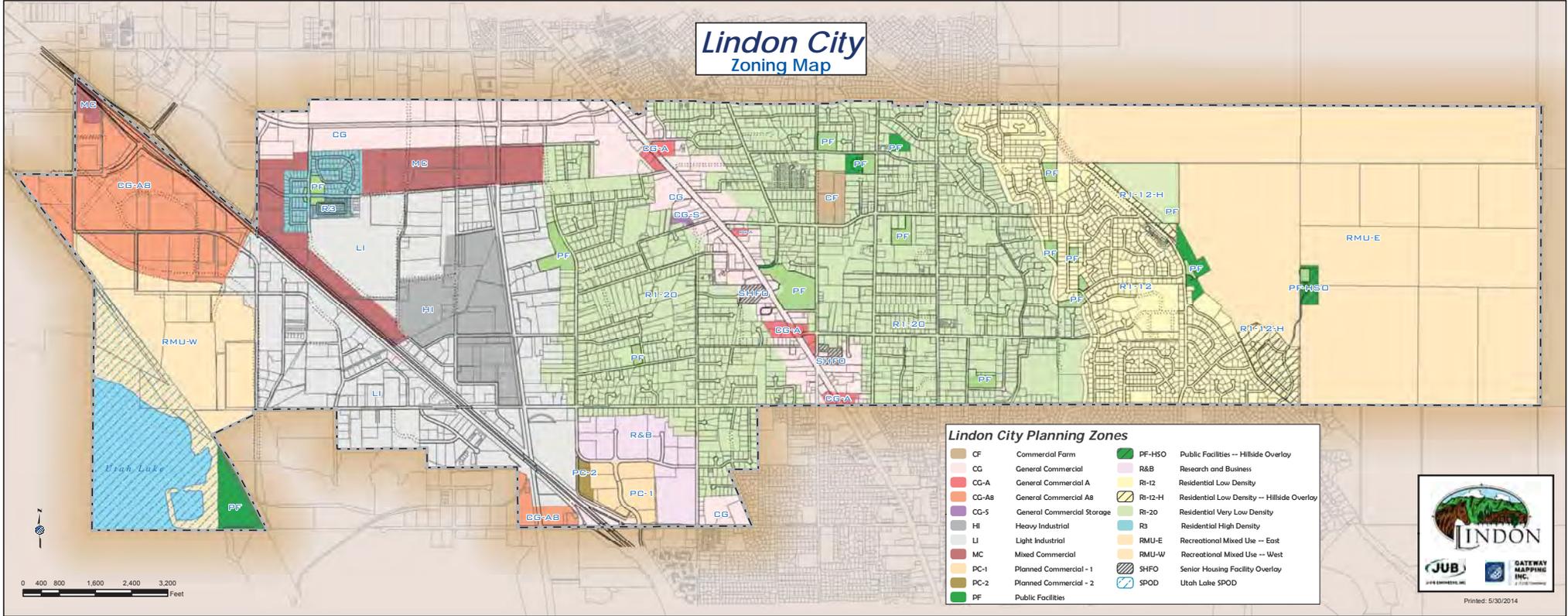
**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission voted in a 6-0 vote to recommend approval of the ordinance amendment request. No major concerns were brought up during the meeting.

**ATTACHMENTS**

1. Current zone map
2. Aerial of Intermountain Precision Casting Site
3. Intermountain Precision Casting Site Plans
4. Ordinance #2015-18-O.

# Lindon City Zoning Map

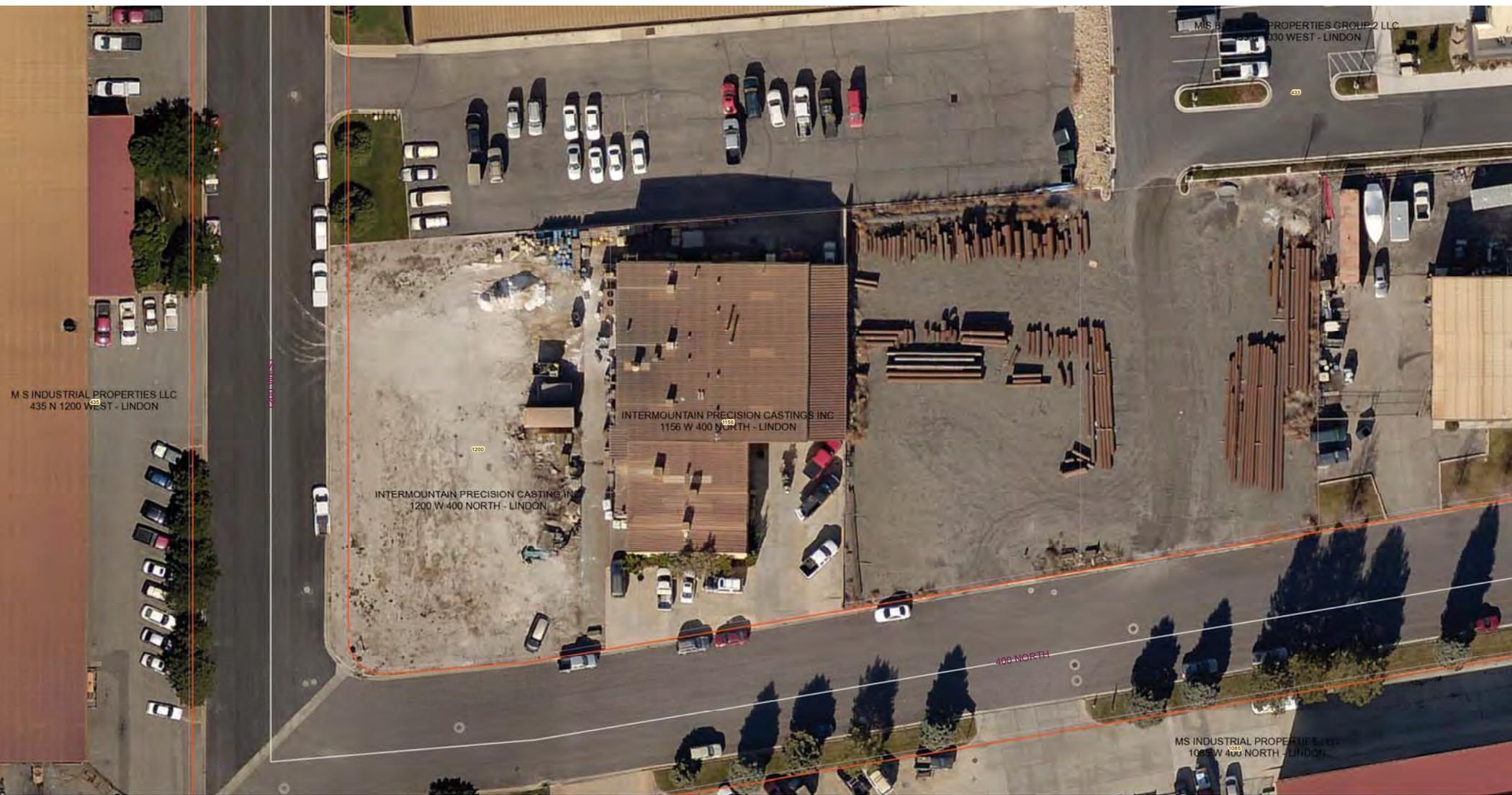


**Lindon City Planning Zones**

CF	Commercial Farm	PF-HSO	Public Facilities -- Hillside Overlay
CG	General Commercial	R&B	Research and Business
CG-A	General Commercial A	R-12	Residential Low Density
CG-A8	General Commercial A8	R-12-H	Residential Low Density -- Hillside Overlay
CG-S	General Commercial Storage	Ri-20	Residential Very Low Density
HI	Heavy Industrial	R3	Residential High Density
LI	Light Industrial	RMU-E	Recreational Mixed Use -- East
MC	Mixed Commercial	RMU-W	Recreational Mixed Use -- West
PC-1	Planned Commercial - 1	SHFO	Senior Housing Facility Overlay
PC-2	Planned Commercial - 2	SPOD	Utah Lake SPOD
PF	Public Facilities		



Printed: 5/30/2014



M S INDUSTRIAL PROPERTIES LLC  
435 N 1200 WEST - LENDON

INTERMOUNTAIN PRECISION CASTING INC  
1200 W 400 NORTH - LENDON

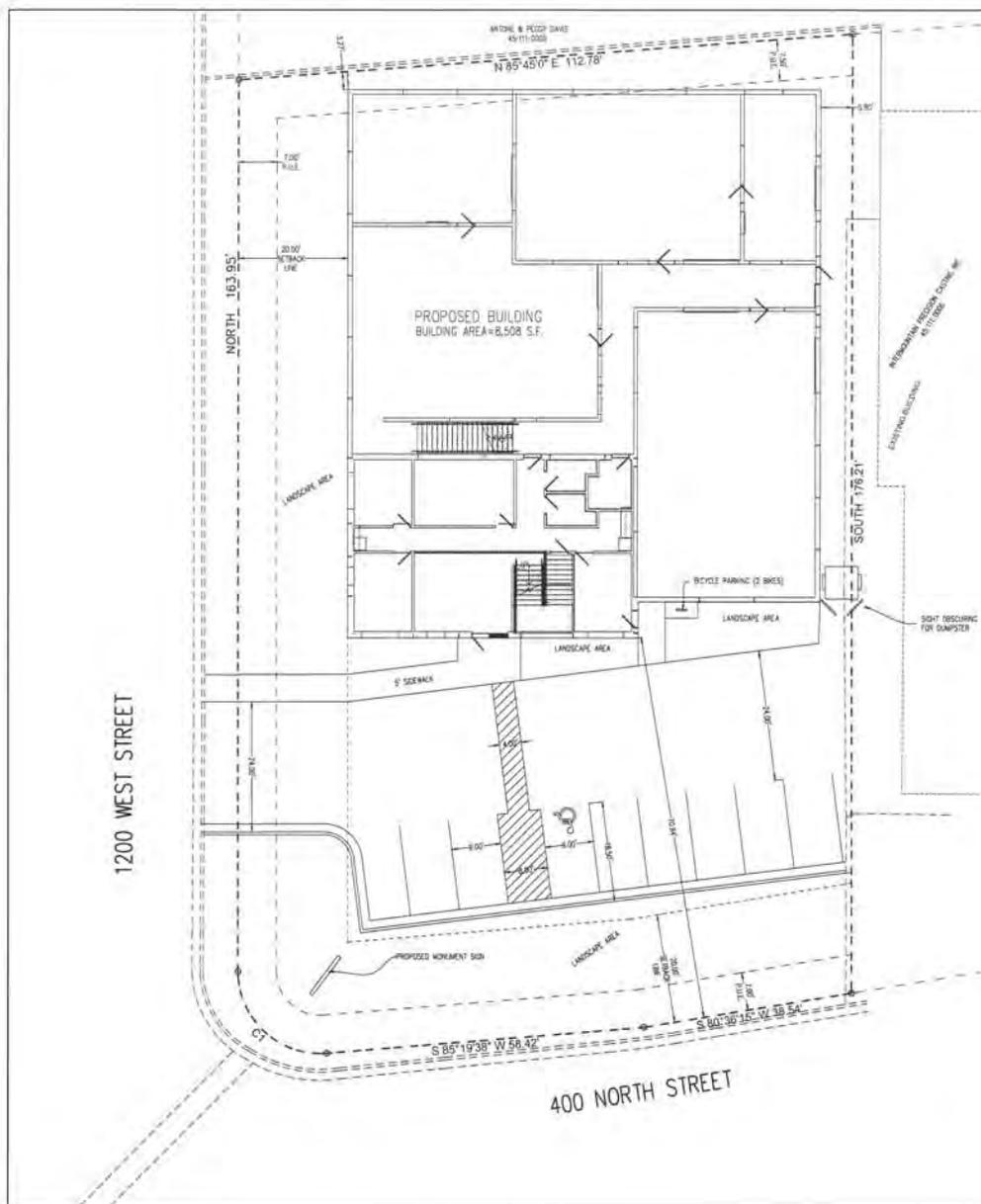
INTERMOUNTAIN PRECISION CASTING INC  
1156 W 400 NORTH - LENDON

M S INDUSTRIAL PROPERTIES GROUP 2 LLC  
100 W 400 NORTH - LENDON

M S INDUSTRIAL PROPERTIES GROUP 2 LLC  
100 W 400 NORTH - LENDON

400 NORTH

1200



**GENERAL NOTES:**

1. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT (ADA).
2. ALL LANDSCAPING AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLING SYSTEM WITH A BACKFLOW PREVENTION DEVICE AND A BACKFLOW PREVENTION DEVICE TO THE BUILDING UNLESS LANDSCAPING IS SERVED BY THE SECONDARY WATER SYSTEM.
3. WATER METERS ARE TO BE LOCATED BEHIND BACK OF BACK OF CURB IN AN AREA THAT IS ACCESSIBLE, NOT LOCATED BEHIND FENCED AREAS OF UNDER COVERED PARKING.
4. UNIFORM STANDARD SPECIFICATIONS AND DRAWINGS APPLY TO CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE OWNED OR MAINTAINED BY UNION CITY AND TAKE PRECEDENCE OVER OTHER STANDARDS.
5. NO PRESSURE REDUCING VALVES ARE PROPOSED ON THIS SITE.
6. ALL LANDSCAPING TO CONFORM TO UNIFORM STANDARD DRAWING C.
7. ZONING.
8. STORM WATER STORAGE REQUIRED = 899 C.F., PROVIDED = 795 C.F.
9. IBC CONSTRUCTION TYPE: 3-B, OCCUPANCY CLASSIFICATION: PL 3.
10. INTERNATIONAL FIRE CODE CONSTRUCTION TYPE: 3-B, OCCUPANCY CLASSIFICATION: PL 3.
11. THERE ARE NO EXISTING BUILDINGS ON THE SITE.
12. ALL PUBLIC UTILITIES ARE ALREADY CONSTRUCTED IN THE STREET IN FRONT OF THE SITE.
13. THIS BUILDING WILL NOT BE FIRE SPRINKLED.
14. NO FENCING IS PROPOSED FOR THIS SITE.
15. SITE LIGHTING AROUND THE BUILDING WILL BE BUILDING MOUNTED.
16. SITE LIGHTING AROUND THE BUILDING WILL BE BUILDING MOUNTED.
17. ALL PROPOSED UTILITIES ON-SITE ARE PRIVATE UNLESS OTHERWISE NOTED.
18. THIS SITE WILL SHARE A COMMON DUMPSTER WITH THE EXISTING BUILDING TO THE EAST. A SEPARATE DOCUMENT WILL BE PREPARED THAT WILL GRANT PERMISSION FOR THIS SITE TO SHARE THIS DUMPSTER. BOTH BUILDINGS WILL BE OWNED AND OPERATED BY THE SAME OWNER.



**FEMA FLOOD ZONE INFORMATION:**  
 THE ENTIRE SUBDIVISION LIES WITHIN FLOOD ZONE "C" AS SHOWN ON FLOOD INSURANCE RATE MAPS. ZONE C IS AN AREA OF MINIMAL FLOODING. COMMUNITY-PANO. NUMBER: 490203 0005 G. EFFECTIVE DATE: FEBRUARY 16, 1988.

**PARKING TABULATIONS:**  
 MANUFACTURING AREA: 6,574 S.F. @ 1,750 S.F. = 8 STALLS  
 OFFICE AREA: 2,475 S.F. @ 1,200 S.F. = 3 STALLS  
 TOTAL PARKING STALLS REQUIRED: 11  
 TOTAL PARKING STALLS PROVIDED INCLUDING ADA: 8  
 BICYCLE PARKING: 85 S.F. @ 8 STALLS = 2 BICYCLE PARKING  
 ADDITIONAL PARKING STALLS ARE PROVIDED OFF-SITE PER SEPARATE AGREEMENT.

**TABULATIONS:**  
 TOTAL SITE AREA: 26,096 S.F. = 100%  
 LANDSCAPING AREA: 5,580 S.F. = 21.3%  
 BUILDING/PARKING/CONCRETE AREA: 14,524 S.F. = 72.2%  
 PARKING LANDSCAPE AREA REQUIRED: 40 S.F. PER STALL @ 8 STALLS = 320 S.F.  
 PARKING LANDSCAPE AREA PROVIDED: 385 S.F.

**BOUNDARY DESCRIPTION**  
 LOT 7, PLAT "C", LAMAR INDUSTRIAL PARK, SUBDIVISION, UNION, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, UTAH COUNTY, UTAH.

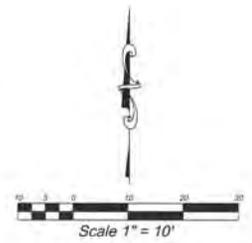


**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	15.00'	24.99'	84°45'27"	22.08'	N 47°20'11" W

**SHEET INDEX**

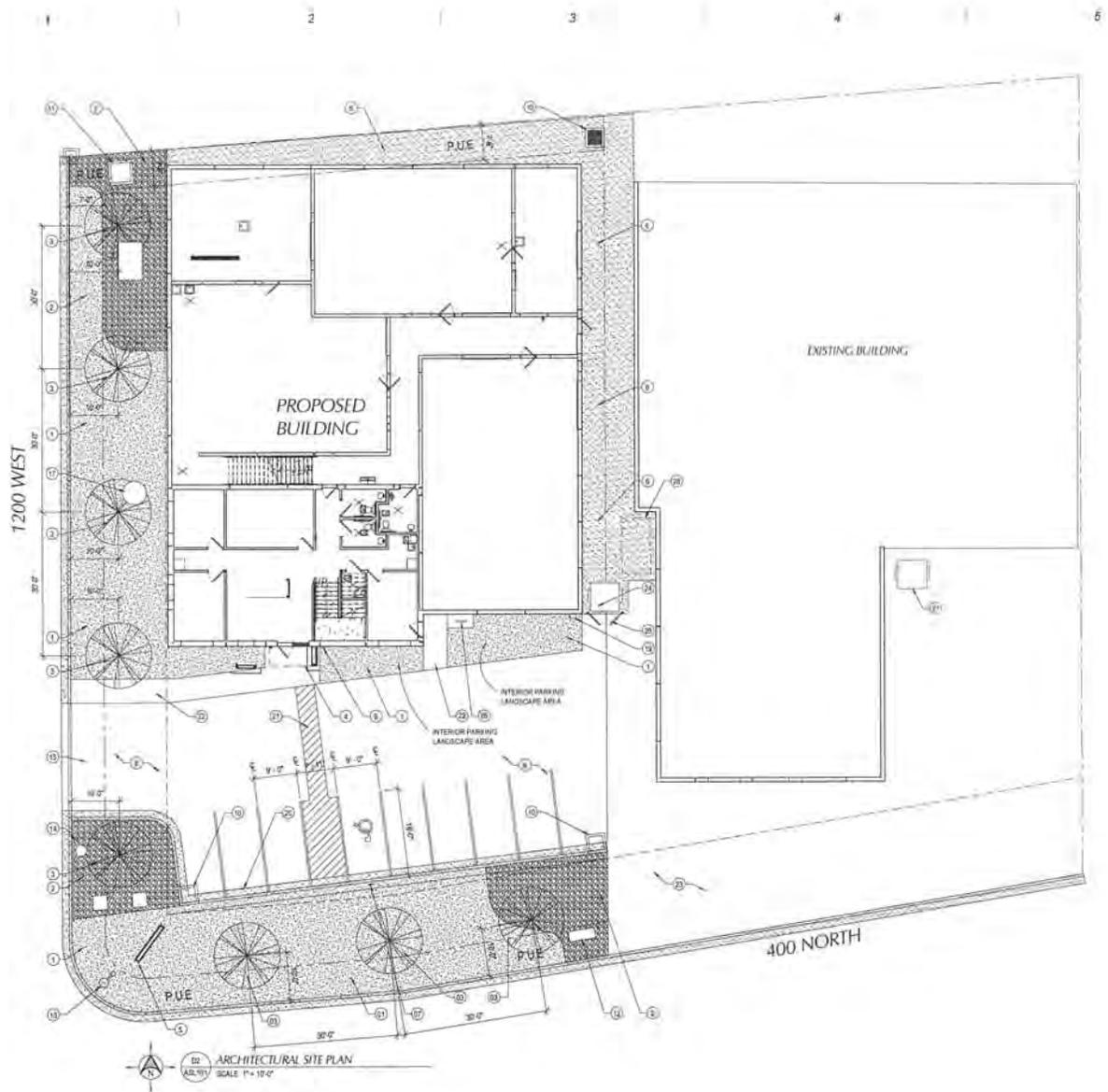
C1	SITE PLAN
C2	UTILITY PLAN
C3	GRADING PLAN
C4	EROSION CONTROL PLAN
C5	IMP DETAILS
C6	IMP DETAILS
C7	DETAIL SHEET
C8	LONG TERM STORM WATER POLLUTION PREVENTION AND MAINTENANCE PLAN



BENCH NAME	REVISIONS						
STORM DRAIN MANHOLE IN 400 NORTH ELEVATION=4321.17 BASED ON NGVD 29 DATUM	<table border="1"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>05/27/15</td> <td>REVISION PER CITY COMMENTS</td> </tr> </tbody> </table>	Rev.	Date	Description	1	05/27/15	REVISION PER CITY COMMENTS
Rev.	Date	Description					
1	05/27/15	REVISION PER CITY COMMENTS					

Developer/Property Owner: Intermountain Precision Casting 1188 W. 400 N., Lehi, UT 84043 (801) 461-0023	<b>INTERMOUNTAIN PRECISION CASTING</b> LINDON 1188 WEST 400 NORTH UTAH Scale: 1"=10' Date: 05/27/15
Surveyor: APPL Engineering, Inc. 481 North 450 West Orem, UT 84057 (801) 224-7308	<b>EXCH ENGINEERING</b> David W. Rupp, P.E., License No. 20091 12 West 190 South, Suite 201, American Fork, UT 84003 P: (801) 766-8100, F: (801) 766-8101



ARCHITECTURAL SITE PLAN  
SCALE 1" = 10'-0"

NO.	REVISION	DATE
1	ADDENDUM #001	26 MAY 2015

- SHEET NOTES**
- LANDSCAPE 2" WIDE STRIP WITH GRASS SEED, KENTUCKY BLUE GRASS BLEND & MIN. METAL UNDERGROUND AUTOMATIC SPRINKLER SYSTEM.
  - DECORATIVE BRICK.
  - LITTLE LEAF LARCH (PLANTING SCHEDULE) TREE, 1" CALIPER, MINIMUM 6' TALL AT THE TIME OF PLANTING. INSTALL UNDERGROUND AUTOMATIC SPRINKLER SYSTEM.
  - CONCRETE LANDING - SLOPE AWAY FROM BUILDING MAXIMUM OF 2% FOR POSITIVE DRAINAGE.
  - MONUMENT SIGN (SEE DETAILS AA, AB AND GARDEN).
  - CONCRETE SLAB ON GRADE. SEE CIVIL.
  - ADA WALK ACCESSIBLE PARKING SIGN (SEE DETAIL AA45001).
  - CONCRETE PAVING PARKING AREA. SEE CIVIL. PAINT STRIPING AND MARKING AS SHOWN.
  - ANGK BOLT AT ENTRY.
  - CAT ON BASIN. SEE CIVIL.
  - NEW ELECTRICAL TRANSFORMER AND CONCRETE PAD. SEE ELECTRICAL.
  - EXISTING SECTIONALIZER.
  - EXISTING LIGHT POLE.
  - EXISTING FIRE HYDRANT.
  - PARKING ENTRY.
  - GREASE TRAP. SEE CIVIL.
  - SAMPLING MANHOLE. SEE CIVIL.
  - POWER METER LOCATION. SEE ELECTRICAL.
  - GAS METER LOCATION. SEE PLUMBING.
  - CONCRETE CURB AND GUTTER. SEE CIVIL.
  - ACCESSIBLE ROUTE, MAXIMUM 12% SLOPE.
  - CONCRETE SIDEWALK.
  - EXISTING CONCRETE PAVING PARKING SURFACE. PATCH AND REPAIR AS REQUIRED DUE TO NEW CONSTRUCTION.
  - QUINSTER.
  - PROVIDE VISUAL GREEN GATES. SEE DETAIL BA40011.
  - ONE PARKING. SEE CIVIL. SEE DETAIL AA40001.
  - EXISTING QUINSTER.
  - EXISTING ELECTRICAL TRANSFORMER.

**LANDSCAPING**  
 GRASS AREA = 4,205 S.F. = 15%  
 GRAVEL = 1,399 S.F. = 25%  
 TOTAL LANDSCAPE AREA = 5,604 S.F.

**TABULATIONS**  
 TOTAL SITE AREA 30,004 S.F. = 100%  
 LANDSCAPING AREA 5,604 S.F. = 18.7%  
 BUILDING/PARKING/CONCRETE AREA 14,324 S.F. = 47.7%  
 PARKING LANDSCAPE AREA REQUIRED 402 S.F. PER IAL 1.3.1 (TABLE) = 300 S.F.  
 PARKING LANDSCAPE AREA PROVIDED 381 S.F.

**NOTE:**  
 SEE CIVIL SITE PLAN SHEET 24 FOR PARKING TABULATION.  
 FOR LANDSCAPING AN UNDERGROUND AUTOMATIC SPRINKLER SYSTEM SEE SHEET 25.



**GENERAL NOTES**  
 A. COORDINATE SITE PLAN WITH ARCHITECTURAL, CIVIL, MECHANICAL AND ELECTRICAL SITE PLAN. REPORT ANY DISCREPANCIES TO THE ARCHITECT.  
 B. SEE ADD1 FOR SITE DETAILS.

	DATE: 21 MAY 2015 PROJECT # 1409 PROJ. MAN. MIA CHECKED BY: CHM
	PROJECT: INTERMOUNTAIN PRECISION CASTING 1188 WEST 400 NORTH LINDON, UTAH 84042
SHEET DESCRIPTION: ARCHITECTURAL SITE PLAN	SHEET: ASL101

S:\CMAA\040101\1408 Intermountain Precision Casting\11 North Lindon\1408 Intermountain Precision Casting - 1408.rvt  
 7/20/15 2:42:29 PM

**ORDINANCE NO. 2015-18-O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING SECTION 17.49.080 OF THE LINDON CITY CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it is necessary to amend portions of the Lindon City Code, specifically Section 17.49.080, Industrial Zone Development Standards, finding that approval of such would benefit the City; and

WHEREAS, the City finds it is necessary to amend said Lindon City Code Section to accommodate a growing industry within the City; and

WHEREAS, the proposed change will not detrimentally affect the quality of life for residents nor high standard development requirements within industrial zones nor pose a safety hazard; 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 ordinance 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 Code Section 17.49.080 is hereby amended and will read as follows:

**SECTION I:**

Section 17.49.080 Development standards. The minimum depth and/or length, in feet for yards in districts regulated by this chapter shall be as follows, provided however, all of the provisions of the currently adopted building and fire codes, and other applicable ordinances and requirements must also be complied with:

	<u>LI</u>	<u>HI</u>
Minimum Zone Area:	30 Ac	40 Ac
Minimum Lot Area:	1 Ac	3 Ac
Minimum Frontage:	100 ft	350 ft
Lot Setback (Minimum)		
• Front:	20'	20'
• Side:	0'	0'
• Side when adjacent to a street:	<del>20'</del> <u>15'</u>	20'
• Side without a one-hour fire wall:	20'	20'
• Rear:	0'	0'

- Rear when adjoining a parcel in a residential zone:                    40'                    80'
- Maximum Structure Height:   48'                    50'

(Ord. 2008-4, amended 02/19/2008, Ord. 98-9, Amended, 10/03/2000; Ord. 2015-18, **Amended 08/18/2015**)

**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

**7. Public Hearing — General Plan Amend., WICP West Lindon (Ord#2015-19-O)(15 minutes)**

Mark Weldon of WICP West Lindon requests a General Plan map amendment to change the General Plan designation of property located at approximately 1800 West 700 North from Commercial to Mixed Commercial. The applicant intends to establish office and office\warehousing uses on the site. The Planning Commission recommends approval of the change, with conditions.

**See attached materials from the Planning Department.**

## Public Hearing — General Plan Map Amendment WICP West Lindon; Ordinance #2015-19-O

Mark Weldon of WICP West Lindon requests a General Plan map amendment to change the General Plan designation of property located at approximately 1800 West 700 North from Commercial to Mixed Commercial. The applicant intends to establish office and office\warehousing uses on the site. The City Council is considering this request following a recommendation from the Planning Commission. File 15-059-6.

<p><b>Applicant:</b> Mark Weldon of WICP West Lindon  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Commercial  <b>Current Zone:</b> General Commercial (CG) (currently split zoned CG/MC, but CG prevails per code)  <b>Property Owner(s):</b> BW Inc. and Idaho Corporation  <b>Address:</b> ~1800 West 700 North  <b>Parcel ID:</b> 14:057:0057  <b>Lot Size:</b> 9.8 acres</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes  <b>Planning Commission Recommendation:</b> Approval with two conditions; 6-0 vote.</p> <p><b>Related Item:</b> File 15-058-3</p>	<p><b><u>SUMMARY OF KEY ITEMS</u></b></p> <ol style="list-style-type: none"> <li>Whether to it is in the public interest to approve a request to change the General Plan designation of a portion of the subject lot from Commercial to Mixed Commercial.</li> </ol> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) the applicant's request to change the General Plan as identified by Ordinance #2015-19-O, with the following conditions (if any):</p> <ol style="list-style-type: none"> <li>If truck docks face east, additional architectural and landscape requirements be imposed to soften industrial look.</li> <li>Subdivision of land occur along proposed mixed commercial line.</li> <li></li> </ol>
---	---

### **OVERVIEW**

The applicant submitted a concept plan before the City Council prior to making an official General Plan change application. After meeting with the Council, the applicant felt confident enough to officially request the General Plan Map change proposed here.

The applicant proposes to subdivide and develop the parcel with a site configuration similar to the site plan concept in attachment 3. The concept shows a 50,000 s.f. two-story office building fronting on 700 North with a 90,000 s.f. office/warehouse fronting on 1700 West. The current designation of General Commercial allows for office services, but does not permit office/warehousing uses.

The parcel is currently split designated CG/MC (see attachment 1) and this request would change where the split in the designation occurs, moving the MC line approximately 480 feet to the north (see attachment 3). Whenever a parcel is split designated, the more restrictive designation applies; in this case that is the General Commercial designation. This request will prepare the parcel to be subdivided along the new line. Until that time, even upon approval of

this item, the prevailing General Plan designation will be General Commercial on the entire parcel.

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

### **FINDINGS OF FACT**

1. The General Plan currently designates the property under the category of Commercial. This category includes retail and service oriented businesses, and shopping centers that serve community and regional needs.
2. The applicant requests that the General Plan designation of the property be changed to Mixed Commercial, which accommodates low intensity light industrial, research and development, professional and business services, retail and other commercial related 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 did have concerns about truck docks facing 1700 West based on the concept plan. There was much discussion on how a potential building might be reoriented and/or screened to protect homeowners to the east. Finally, the Commission recommended approval with the following conditions:

1. If truck docks face east, additional architectural requirements be imposed to soften industrial look.
2. Subdivision of land occur along proposed mixed commercial line.

### **MOTION**

See Motion in box above.

### **ATTACHMENTS**

1. Aerial photo of the proposed area to be re-classified with existing General Plan designation
2. Photographs of the exiting site
3. Exhibit A, Conceptual Site Plan with proposed General Plan change
4. Conceptual Architectural Renderings
5. Ordinance #2015-19-O

1976

681

678

700 NORTH

2000 WEST

LINDON CC LLC  
644 N 2000 WEST  
LINDON

Parcel ID #14:057:0057

CG

ANDERSON BOYD AND SONS COMPANY INC  
700 N 1700 WEST  
LINDON

MC



MC

1700 West

R3

1692 1672 1648 1622 1604 1582 1568

630 North

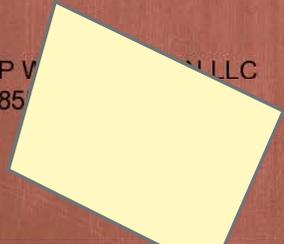
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593 1642 1622 1602 1582 1562

590 North

587 573 1637 1613 1577 1557

WICP V... N LLC  
185



1802 1788 1774 1732 1708

550 North

549 537

PF

546 1596 1572 1554







12/23/2014 10:50:35 AM



- STANDARD BLACK METAL CAP FLASHING
- ALUMINUM STOREFRONT AWING CANOPY
- TYPICAL GREY CONCRETE TILT-UP PANEL
- 3" REVEALS
- 5% BLACK TINTED CONCRETE TILT-UP PANEL
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- 4'-0" METAL CANOPY
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- 5% HEAVY SAND BLASTED BAND BETWEEN REVEAL LINES
- 4'-0" METAL CANOPY

1 EXTERIOR ENTRY TYPE A VIEW 1  
A3.0



- STANDARD BLACK METAL CAP FLASHING
- ALUMINUM STOREFRONT AWING CANOPY
- TYPICAL GREY CONCRETE TILT-UP PANEL HEAVY SANDBLAST
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- TYPICAL GREY CONCRETE TILT-UP PANEL LIGHT SANDBLAST
- EXPOSED AND SEALED BLACK TINTED CONCRETE TILT-UP PANEL
- 4'-0" METAL CANOPY
- TYPICAL GREY CONCRETE TILT-UP PANEL HEAVY SANDBLAST
- 3" REVEALS
- HEAVY SAND BLASTED BAND BETWEEN REVEAL LINES
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING

2 EXTERIOR ENTRY TYPE A VIEW 2  
A3.0



- STANDARD BLACK METAL CAP FLASHING
- ALUMINUM STOREFRONT AWING CANOPY
- 3" REVEALS
- SIGNAGE - DEFERRED SUBMITTAL
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- 4'-0" ALUMINUM CANOPY
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- EXPOSED AND SEALED BLACK TINTED CONCRETE TILT-UP PANEL
- HEAVY SAND BLASTED BAND BETWEEN REVEAL LINES

3 EXTERIOR ENTRY TYPE B VIEW 1  
A3.0



- STANDARD BLACK METAL CAP FLASHING
- 5% TINTED BLACK CONCRETE TILT-UP PANEL LIGHT SANDBLAST
- ALUMINUM STOREFRONT AWING CANOPY
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- TYPICAL GREY CONCRETE TILT-UP PANEL HEAVY SANDBLAST
- TYPICAL GREY CONCRETE TILT-UP PANEL LIGHT SANDBLAST
- EXPOSED AND SEALED BLACK TINTED CONCRETE TILT-UP PANEL
- 4'-0" METAL CANOPY
- 3" REVEALS
- 5% BLACK TINTED CONCRETE TILT-UP PANEL HEAVY SANDBLAST BAND
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING

4 EXTERIOR ENTRY TYPE B VIEW 2  
A3.0

**aeurbia**  
architects and engineers

174600  
JAMES MICHAEL  
1111 LINDON  
LINDON, UTAH 84042  
phone: 801.746.0456 - fax: 801.575.6456  
web page: aeurbia.com

174600 ARCHITECT  
JAMES MICHAEL  
STATE OF UTAH  
12/23/2014 10:50:35 AM

**SPEC OFFICE/WAREHOUSE BUILDING A**  
LINDON TECH CENTER  
600 NORTH 2000 WEST, LINDON, UTAH 84042

DATE	12/23/2014
TIME	10:50:35 AM
PROJECT	SPEC OFFICE/WAREHOUSE BUILDING A
CLIENT	AEURBIA
DESIGNER	AEURBIA
ARCHITECT	AEURBIA
ENGINEER	AEURBIA
LANDSCAPE ARCHITECT	AEURBIA
INTERIOR ARCHITECT	AEURBIA
MECHANICAL ENGINEER	AEURBIA
ELECTRICAL ENGINEER	AEURBIA
CIVIL ENGINEER	AEURBIA
PLUMBING ENGINEER	AEURBIA
HAZARDOUS WASTE ENGINEER	AEURBIA
ENVIRONMENTAL ENGINEER	AEURBIA
TRAVEL ENGINEER	AEURBIA
VEHICLE ENGINEER	AEURBIA
AVIATION ENGINEER	AEURBIA
WATER ENGINEER	AEURBIA
SEWER ENGINEER	AEURBIA
SLURRY WALL ENGINEER	AEURBIA
PILE ENGINEER	AEURBIA
ANCHOR BOLT ENGINEER	AEURBIA
CONCRETE ENGINEER	AEURBIA
STEEL ENGINEER	AEURBIA
WOOD ENGINEER	AEURBIA
GLASS ENGINEER	AEURBIA
MECHANICAL ENGINEER	AEURBIA
ELECTRICAL ENGINEER	AEURBIA
CIVIL ENGINEER	AEURBIA
PLUMBING ENGINEER	AEURBIA
HAZARDOUS WASTE ENGINEER	AEURBIA
ENVIRONMENTAL ENGINEER	AEURBIA
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PILE ENGINEER	AEURBIA
ANCHOR BOLT ENGINEER	AEURBIA
CONCRETE ENGINEER	AEURBIA
STEEL ENGINEER	AEURBIA
WOOD ENGINEER	AEURBIA
GLASS ENGINEER	AEURBIA

**DESIGN DEVELOPMENT**

AE2014\_074  
ELEVATION CONCEPTS

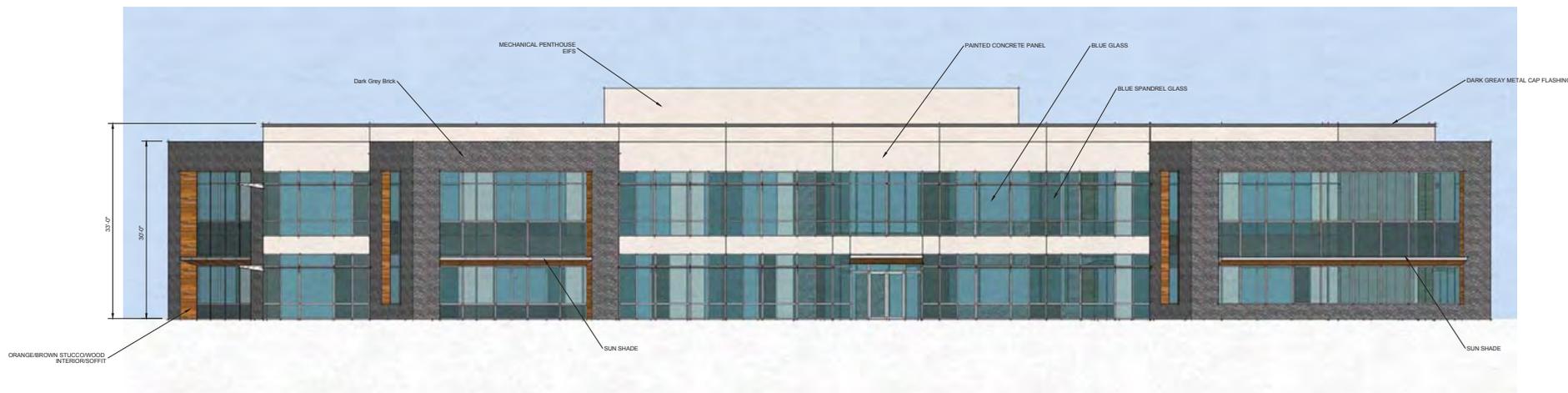
DATE: DEC. 23, 2014  
SHEET #  
**A3.0**

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12/23/2014 10:50:35 AM



**Rear Elevation**



**Front Elevation**



**ORDINANCE NO. 2015-19-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 a portion of the property generally located at 1800 West 700 North, otherwise identified by Utah County Parcel #14:057:0057 (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.*



**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. Public Hearing — Zone Map Amend., WICP West Lindon (Ord#2015-20-O) (15 minutes)**

Mark Weldon of WICP West Lindon requests a Zone Map amendment to change the zoning of property located at approximately 1800 West 700 North from Commercial to Mixed Commercial. The applicant intends to establish office and office\warehousing uses on the site. The Planning Commission recommends approval of the change, with conditions.

See attached materials from the Planning Department.

## Public Hearing — Zone Map Amendment WICP West Lindon; Ordinance #2015-20-O

Mark Weldon of WICP West Lindon requests a Zone Map amendment to change the zoning of property located at approximately 1800 West 700 North from Commercial to Mixed Commercial. The applicant intends to establish office and office\warehousing uses on the site. The Council is considering this request after a recommendation has been received by the Planning Commission. File 15-058-3.

<p><b>Applicant:</b> Mark Weldon of WICP West Lindon  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Commercial  <b>Current Zone:</b> General Commercial (CG) (currently split zoned CG/MC, but CG prevails per code)  <b>Property Owner(s):</b> BW Inc. and Idaho Corporation  <b>Address:</b> ~1800 West 700 North  <b>Parcel ID:</b> 14:057:0057  <b>Lot Size:</b> 9.8 acres</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes  <b>Planning Commission Recommendation:</b> Approval with one condition; 6-0 vote.</p> <p><b>Related Item:</b> File 15-059-6</p>	<p><b><u>SUMMARY OF KEY ITEMS</u></b></p> <ol style="list-style-type: none"> <li>Whether to approve a request to change the zoning of a portion of the subject lot from Commercial to Mixed Commercial.</li> </ol> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) the applicant's request to change the Zoning Map as identified by Ordinance #2015-20-O, with the following conditions (if any):</p> <ol style="list-style-type: none"> <li>The General Plan Map change be approved by the City Council.</li> <li>If truck docks face east, additional architectural and landscape requirements be imposed to soften industrial look.</li> <li>Subdivision of land occur along proposed mixed commercial line.</li> <li></li> <li></li> </ol>
--	---

### **OVERVIEW**

The applicant submitted a concept plan before the City Council prior to making an official Zone Map change application. After meeting with the Council, the applicant felt confident enough to officially request the Zone Map change proposed here.

The applicant proposes to subdivide and develop the parcel with a site configuration similar to the site plan concept in attachment 3. The concept shows a 50,000 s.f. two-story office building fronting on 700 North with a 90,000 s.f. office/warehouse fronting on 1700 West. The current designation of General Commercial allows for office services, but does not permit office/warehousing uses.

The parcel is currently split designated CG/MC (see attachment 1) and this request would change where the split in the designation occurs, moving the MC line approximately 480 feet to the north (see attachment 3). Whenever a parcel is split designated, the more restrictive designation applies; in this case that is the General Commercial designation. This request will prepare the parcel to be subdivided along the new line. Until that time, even upon approval of

this item, the prevailing General Plan designation will be General Commercial on the entire parcel.

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

### **FINDINGS OF FACT**

1. The General Plan currently designates the property under the category of Commercial. This category includes retail and service oriented businesses, and shopping centers that serve community and regional needs.
2. The applicant requests that the General Plan designation of the property be changed to Mixed Commercial, which accommodates low intensity light industrial, research and development, professional and business services, retail and other commercial related uses.

### **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 vetted most concerns with this request during the General Plan change request. They recommended approval with the following condition:

1. The General Plan Map change be approved by the City Council.
- City staff also recommends that the two conditions placed upon the General Plan change request be imposed here and they are as follows:
1. If truck docks face east, additional architectural and landscape requirements be imposed to soften industrial look.
  2. Subdivision of land occur along proposed mixed commercial line.

**MOTION**

See Motion in box above.

**ATTACHMENTS**

1. Aerial photo of the proposed area to be re-classified with existing Zone Map designation
2. Photographs of the existing site
3. Exhibit A, Conceptual Site Plan with proposed Zone Map change
4. Conceptual Architectural Renderings
5. Ordinance #2015-20-O

1976

681

678

700 NORTH

2000 WEST

LINDON CC LLC  
644 N 2000 WEST  
LINDON

Parcel ID #14:057:0057

CG

ANDERSON BOYD AND SONS COMPANY INC  
700 N 1700 WEST  
LINDON

MC



MC

1700 West

R3

1692 1672 1648 1622 1604 1582 1568

630 North

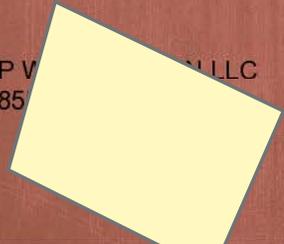
627 607 1647 1627 1603 1587 1569 1547

593 1642 1622 1602 1582 1562

590 North

587 573 1637 1613 1577 1557

WICP V... N LLC  
185



1802 1788 1774 1732 1708

550 North

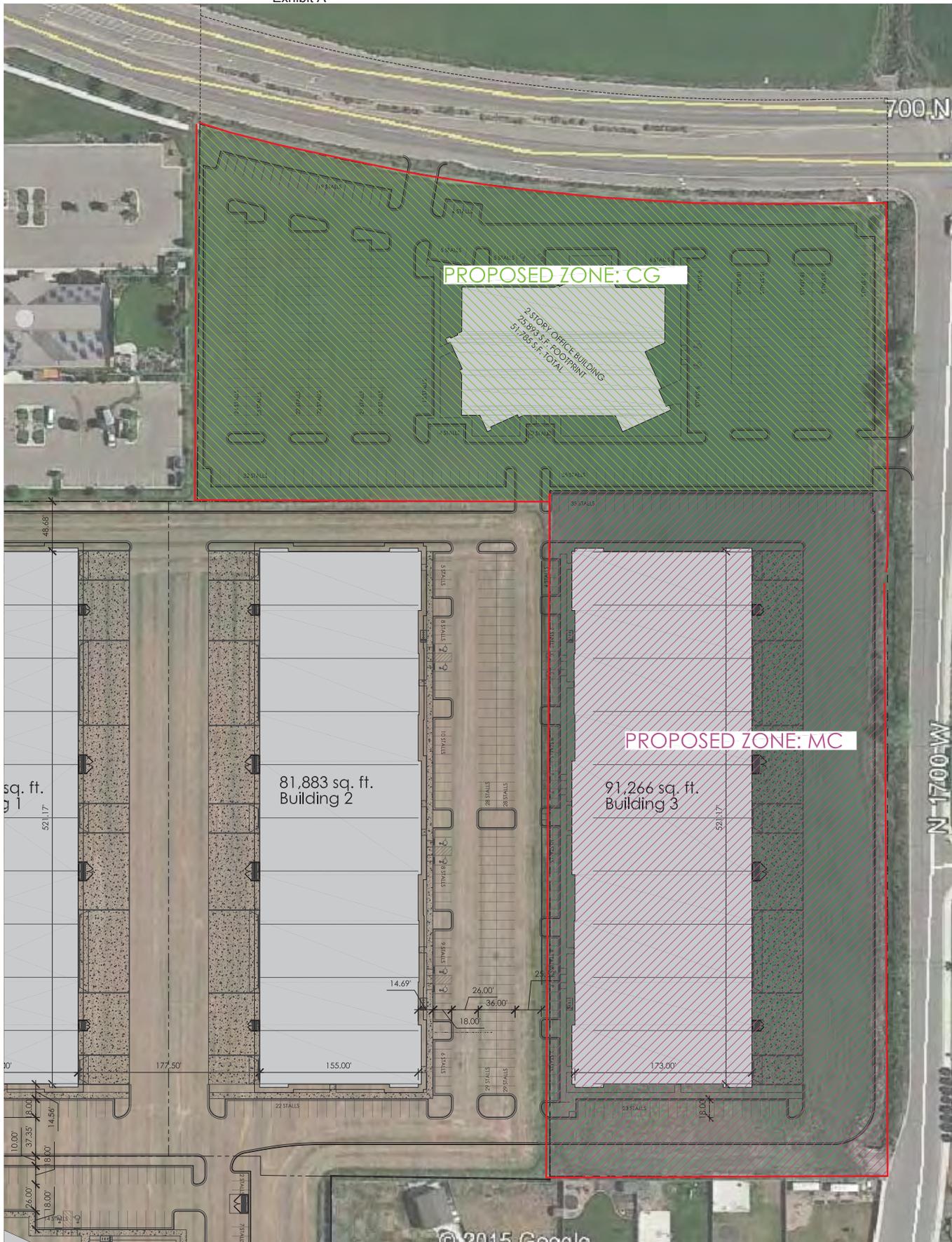
549 537 546 1596 1572 1554

PF





Exhibit A



12/23/2014 10:50:35 AM



- STANDARD BLACK METAL CAP FLASHING
- ALUMINUM STOREFRONT AWING CANOPY
- TYPICAL GREY CONCRETE TILT-UP PANEL
- 3" REVEALS
- 5% BLACK TINTED CONCRETE TILT-UP PANEL
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- 4'-0" METAL CANOPY
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- 5% HEAVY SAND BLASTED BAND BETWEEN REVEAL LINES
- 4'-0" METAL CANOPY

1 EXTERIOR ENTRY TYPE A VIEW 1  
A3.0



- STANDARD BLACK METAL CAP FLASHING
- ALUMINUM STOREFRONT AWING CANOPY
- TYPICAL GREY CONCRETE TILT-UP PANEL HEAVY SANDBLAST
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- TYPICAL GREY CONCRETE TILT-UP PANEL LIGHT SANDBLAST
- EXPOSED AND SEALED BLACK TINTED CONCRETE TILT-UP PANEL
- 4'-0" METAL CANOPY
- TYPICAL GREY CONCRETE TILT-UP PANEL HEAVY SANDBLAST
- 3" REVEALS
- HEAVY SAND BLASTED BAND BETWEEN REVEAL LINES
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING

2 EXTERIOR ENTRY TYPE A VIEW 2  
A3.0



- STANDARD BLACK METAL CAP FLASHING
- ALUMINUM STOREFRONT AWING CANOPY
- 3" REVEALS
- SIGNAGE - DEFERRED SUBMITTAL
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- 4'-0" ALUMINUM CANOPY
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- EXPOSED AND SEALED BLACK TINTED CONCRETE TILT-UP PANEL
- HEAVY SAND BLASTED BAND BETWEEN REVEAL LINES

3 EXTERIOR ENTRY TYPE B VIEW 1  
A3.0



- STANDARD BLACK METAL CAP FLASHING
- 5% TINTED BLACK CONCRETE TILT-UP PANEL LIGHT SANDBLAST
- ALUMINUM STOREFRONT AWING CANOPY
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING
- TYPICAL GREY CONCRETE TILT-UP PANEL HEAVY SANDBLAST
- TYPICAL GREY CONCRETE TILT-UP PANEL LIGHT SANDBLAST
- EXPOSED AND SEALED BLACK TINTED CONCRETE TILT-UP PANEL
- 4'-0" METAL CANOPY
- 3" REVEALS
- 5% BLACK TINTED CONCRETE TILT-UP PANEL HEAVY SANDBLAST BAND
- BLACK STOREFRONT FRAMES W/ DARK BRONZE GLAZING

4 EXTERIOR ENTRY TYPE B VIEW 2  
A3.0

**aeurbia**  
architects and engineers

174600  
JAMES MICHAEL  
ARCHITECT  
STATE OF UTAH  
PHONE: 801.746.0456 - FAX: 801.575.6456  
WEBSITE: aeurbia.com

174600  
JAMES MICHAEL  
ARCHITECT  
STATE OF UTAH

12/23/2014 10:50:35 AM

**SPEC OFFICE/WAREHOUSE BUILDING A**  
LONDON TECH CENTER  
600 NORTH 2000 WEST, LONDON, UTAH 84042

DATE	12/23/2014
TIME	10:50:35 AM
PROJECT	SPEC OFFICE/WAREHOUSE BUILDING A
LOCATION	LONDON TECH CENTER
OWNER	AE2014_074

AE2014\_074  
ELEVATION CONCEPTS

DATE: DEC. 23, 2014

SHEET #

**A3.0**

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12/23/2014 10:50:35 AM

DESIGN DEVELOPMENT



**Rear Elevation**



**Front Elevation**



**ORDINANCE NO. 2015-20-O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING PORTIONS OF THE LINDON CITY ZONING 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 Zoning Map, specifically a portion of the property generally located at 1800 West 700 North, otherwise identified by Utah County Parcel #14:057:0057 (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 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

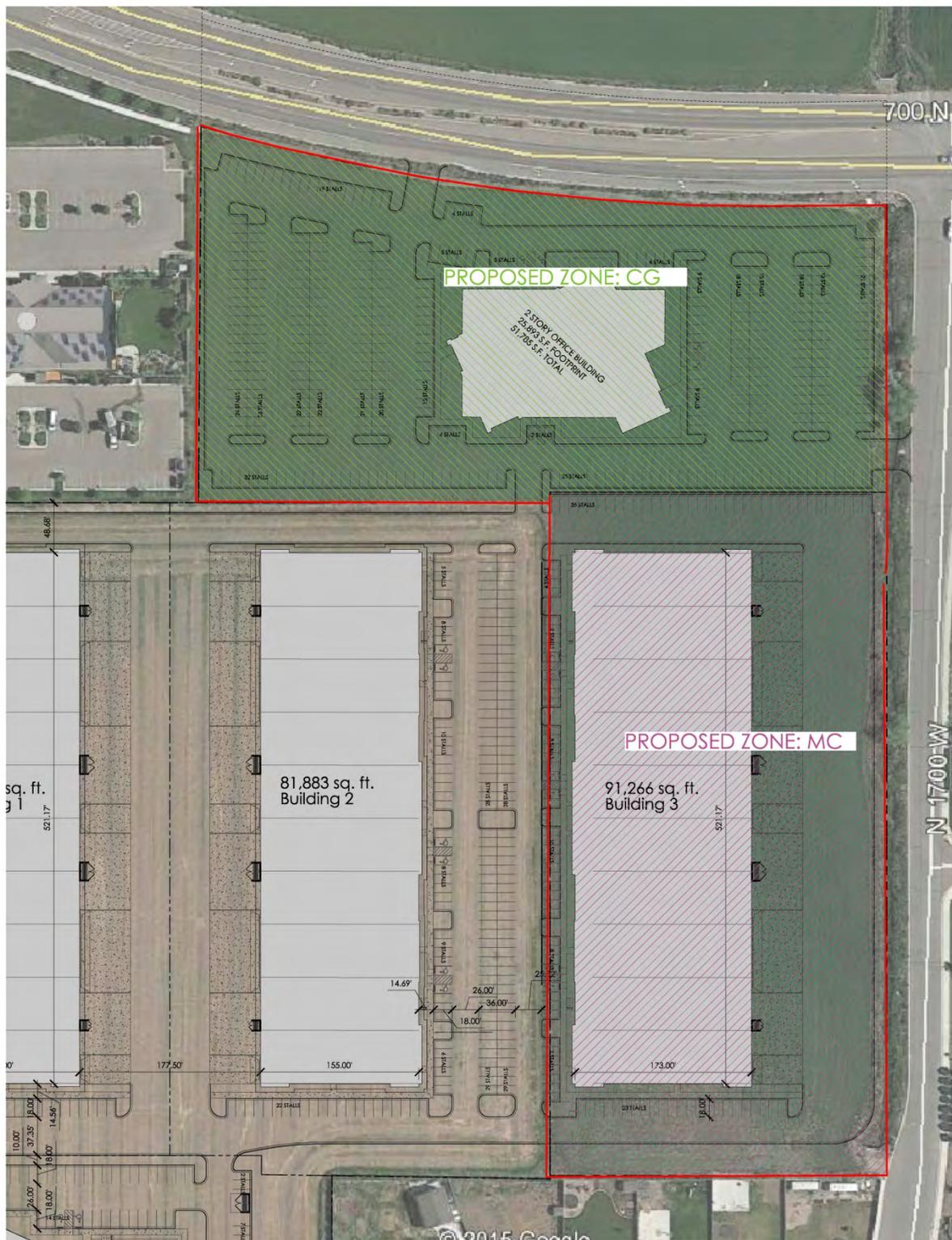
WHEREAS, the current Zoning Map should be amended to provide such provisions to the Municipal Code of Lindon City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lindon City, Utah County, State of Utah, the Lindon City 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 Zoning Map.

### Exhibit A



**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

**9. Public Hearing — Ordinance Amendment; MC zone area (Ord#2015-21-O) (10 minutes)**

Lindon City requests an amendment to LCC 17.50 Mixed Commercial, to remove the minimum zone area for the MC Zone. The Planning Commission recommends approval of the proposed amendment.

See attached materials from the Planning Department.

## Public Hearing — Ordinance Amendment — LCC 17.50, MC Minimum Zone Area

Lindon City requests an amendment to LCC 17.50 Mixed Commercial, to remove the minimum zone area for the MC Zone. The Commission recommends approval of the proposed amendment.

<p><b>Applicant:</b> Lindon City  <b>Presenting Staff:</b> Jordan Cullimore</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes</p> <p><b>PC Recommendation:</b> Approval; 6-0 Vote.</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <p>1. Whether it is in the public interest to approve the proposed amendment.</p> <p><b><u>MOTION</u></b></p> <p>I move to (<i>approve, deny, continue</i>) ordinance amendment 2015-21-O (<i>as presented, with changes</i>).</p>
---	---

### **DISCUSSION & ANALYSIS**

Currently, the Lindon City Code requires a minimum zone area of 10 acres. This means that the zone can only be applied to areas that contain at least 10 contiguous acres.

The General Plan indicates that the Mixed Commercial Zone includes general commercial, low intensity light industrial, and research and business uses. Because the Mixed Commercial zone requires quality architectural and landscaping standards, and because it requires most uses to be conducted indoors, it serves as a complimentary zone to the General Commercial Zone and a transitional zone between the General Commercial and Light Industrial or between the Light Industrial and other uses.

Last year, the minimum zone area of the Mixed Commercial was reduced from 30 to 10 acres to allow it to be applied more flexibly. Since then, staff has had additional discussions that have concluded that the justifications for a minimum zone area are not necessarily applicable relative to the Mixed Commercial because there are other measures related to landscaping, architecture, etc., that ensure uses in the Mixed Commercial Zone are compatible with surrounding uses. Consequently, staff proposes to remove the minimum zone area for the Mixed Commercial Zone so that it can be applied flexibly and without unnecessary restriction.

### **PLANNING COMMISSION DISCUSSION & RECOMMENDATION**

The Planning Commission considered the proposal at its August 11 meeting. The Commissioners discussed the purpose of the MC zone and considered the fact that any request to apply the MC zone will be considered by the Commission and the Council, and in every instance the Commission and Council will be able to decide whether application of the MC zone to a particular area or parcel will be in the public interest. The Commissioners agreed that the minimum zone area places an unnecessary restriction on the flexibility and adaptability of the MC zone. Accordingly, on a vote of 6-0, the Commission recommended approval of the proposed amendment.

### **ATTACHMENTS**

1. Proposed Amendment
2. Lindon City Zoning Map

# Attachment 1

## ORDINANCE NO. 2015-21-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING SECTION 17.50.080 OF THE LINDON CITY CODE TO REMOVE THE MINIMUM ZONE AREA OF THE MC ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed amendment will make the MC zone a more flexible and adaptable land use tool; and

WHEREAS, the proposed amendment is consistent with the goal of the General Plan to ensure that new development is orderly and of high quality; and

WHEREAS, the Lindon City Planning Commission has recommended approval of an amendment to section 17.50.080 of the Lindon City Code; and

WHEREAS, a public hearing was held on August 11, 2015, to receive public input and comment regarding the proposed amendment; and

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

WHEREAS, the Council held a public hearing on August 18, 2015 to consider the recommendation and **no adverse comments were received.**

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

**SECTION I:** LCC section 17.50.080 of the Lindon City Code is hereby amended to read as follows:

Chapter 17.50            MIXED COMMERCIAL

Sections:

- 17.50.010    General Provisions
- 17.50.020    Mixed Commercial - Purpose
- 17.50.030    Uses
- 17.50.040    Height
- 17.50.050    Fencing
- 17.50.060    Landscaping and Screening
- 17.50.070    Architectural Design
- 17.50.080    Development Standards
- 17.50.090    Parking Requirements
- 17.50.100    Maintenance of Premise
- 17.50.110    Storage of Merchandise
- 17.50.120    Special Provisions

...

Section 17.50.080    Development Standards The minimum depth and/or length in feet for yards in districts regulated by this chapter shall be as follows, provided however, all of the provisions of the Uniform Building Code, the Uniform Fire Code, and other applicable Ordinances and Requirements must also be complied with:

52		
53	<del>Minimum Zone Area:</del>	<del>10 Ae</del>
54	Minimum Lot Area:	1 Ac
55	Minimum Frontage:	100 Ft
56		
57	Lot Setbacks (Minimum)	
58	Front:	20 Ft
59	Side:	0 Ft
60	Side when adjacent to a street:	20 Ft
61	Side without one hour firewall:	20 Ft
62	Rear:	0 Ft
63	Rear when adjoining a parcel	
64	in a residential zone:	40 Ft
65	Maximum structure height:	48 Ft
66		

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

71  
72 **SECTION III:** Provisions of other ordinances in conflict with this ordinance and the provisions  
73 adopted or incorporated by reference are hereby repealed or amended as provided herein.

74  
75 **SECTION IV:** This ordinance shall take effect immediately upon its passage and posting as  
76 provide by law.

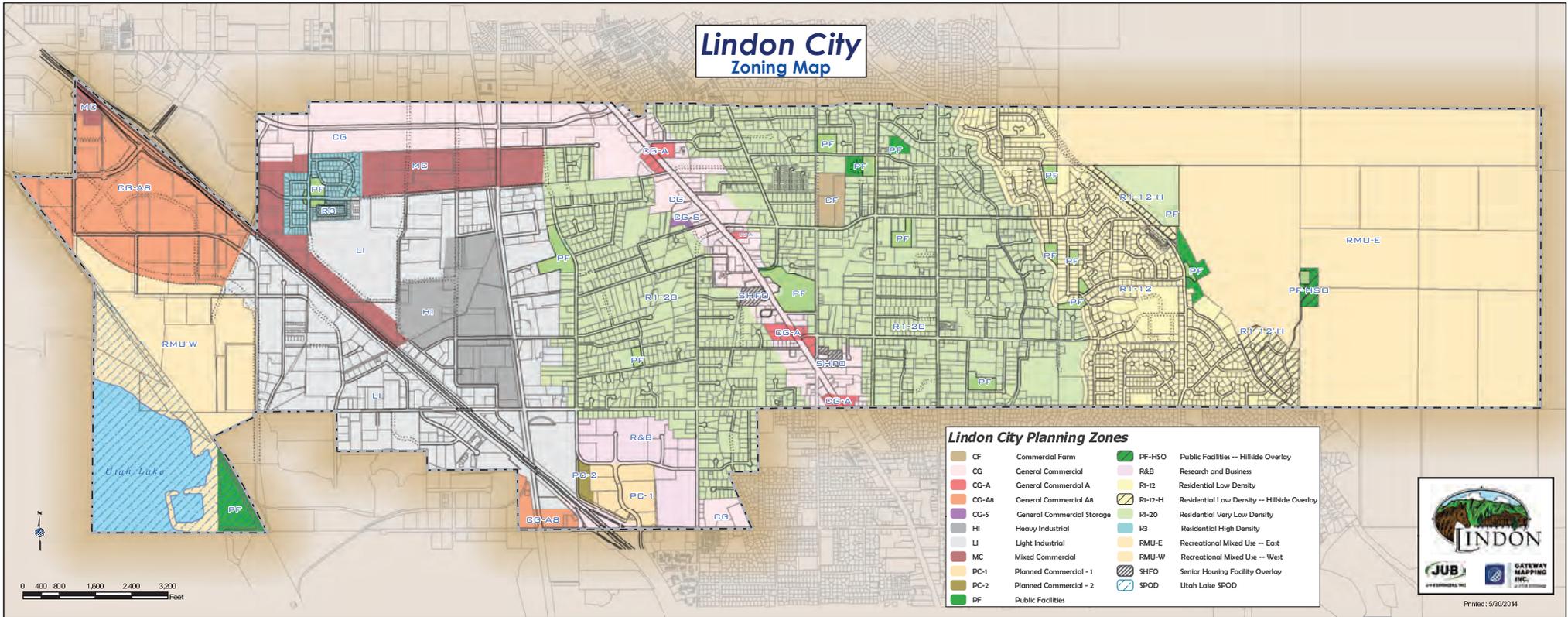
77  
78 PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this  
79 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

80  
81  
82  
83 \_\_\_\_\_  
84 Jeff Acerson, Mayor

85  
86  
87  
88 ATTEST:  
89  
90 \_\_\_\_\_  
91 Kathryn A. Moosman,  
92 Lindon City Recorder

93  
94  
95 SEAL

# Attachment 2



**10. Public Hearing — Ordinance Amendment; Accessory Bldg standards (Ord#2015-22-O)**  
*(10 minutes)*

Lindon City requests amendments to LCC 17.04 & 17.44 to modify dimensional requirements for accessory buildings in residential zones. The Planning Commission recommends approval of the proposed amendment.

See attached materials from the Planning Department.

## Public Hearing — Ordinance Amendment — LCC 17.04 & 17.44, Accessory Bldg. Standards

Lindon City requests amendments to LCC 17.04 & 17.44 to modify dimensional requirements for accessory buildings in residential zones. The Commission recommends approval of the proposed amendment to the City Council.

<p><b>Applicant:</b> Lindon City  <b>Presenting Staff:</b> Jordan Cullimore</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes</p> <p><b>PC Recommendation:</b> Approve; 6-0.</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <p>1. Whether it is in the public interest to approve the proposed amendment.</p> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) ordinance amendment 2015-22-O (<i>as presented, with changes</i>).</p>
---	---

### **DISCUSSION & ANALYSIS**

The Lindon City Code currently addresses accessory building dimensional requirements in 2 separate places in the Code. This is a City initiated request to bring all the requirements into the same section so everything is easier to find. Upon reviewing the 2 separate sections, staff would like to discuss whether the requirements in LCC 17.04.260 are necessary, or if the remaining requirements in LCC 17.04.270 and LCC 17.44 are sufficient to achieve the desired result.

### **DISCUSSION & ANALYSIS**

The Commission considered the request and viewed aerial photos that approximated what accessory building sizes would be allowed on lots if the requirement to keep an accessory building's square footage smaller than the primary structure's were removed. After discussion, the Commission concluded that the current requirement, which ties the allowable size of an accessory building more to the size of the primary structure than to the size of the lot, is unnecessary. The Commission concluded that the remaining requirements related involving setbacks, total lot coverage, and rear yard coverage are sufficient to achieve the desired result. The Commission recommended approval on a 6-0 vote.

### **ATTACHMENTS**

1. Proposed Amendment

# Attachment 1

## ORDINANCE NO. 2015-22-O

1  
2  
3 AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH,  
4 AMENDING SECTIONS 17.04.260, 17.04.270, AND 17.44.140 OF THE LINDON CITY CODE  
5 TO MODIFY DIMENSIONAL REQUIREMENTS FOR ACCESSORY BUILDINGS IN  
6 RESIDENTIAL ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

7  
8 WHEREAS, the proposed amendment is consistent with the goal of the General Plan to ensure  
9 that new development is orderly and of high quality; and

10  
11 WHEREAS, the Lindon City Planning Commission has recommended approval of an  
12 amendment to sections 17.04.260, 17.04.270, and 17.44.140 of the Lindon City Code; and

13  
14 WHEREAS, a public hearing was held on August 11, 2015, to receive public input and comment  
15 regarding the proposed amendment; and

16  
17 WHEREAS, no adverse comments were received during the hearing; and

18  
19 WHEREAS, the Council held a public hearing on August 18, 2015 to consider the  
20 recommendation and **no adverse comments were received.**

21  
22 NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County,  
23 State of Utah, as follows:

24  
25 **SECTION I:** LCC sections 17.04.260, 17.04.270, and 17.44.140 of the Lindon City Code are  
26 hereby amended to read as follows:

27  
28 Chapter 17.04           GENERAL AND SUPPLEMENTAL PROVISIONS

29 ...

30  
31 ~~Section 17.04.260—Accessory buildings—Maximum height and floor area.~~  
32 ~~No building which is accessory to a one-family, two-family, and/or three-family dwelling shall be~~  
33 ~~erected to a height greater than one-story or twenty feet, whichever is lower, or be higher or~~  
34 ~~contain greater square foot floor area than the principal building to which it is accessory.~~  
35 ~~Accessory buildings which meet the building set-back requirements of the main dwelling unit~~  
36 ~~can be constructed to a height of 35 feet.~~  
37 ~~(Ord. no. 2003-3, Amended, 03/04/2003; Ord. no. 111 §1(part), 1985; prior code §12-101-28.)~~

38  
39 ~~Section 17.04.270—Accessory buildings—Maximum rear yard area coverage.~~  
40 ~~No accessory building or group of accessory buildings in any residential district shall cover more~~  
41 ~~than 25% of the rear yard.~~  
42 ~~(Ord. no. 111 §1(part), 1985; prior code §12-101-29.)~~

43  
44 Chapter 17.44    SINGLE FAMILY RESIDENTIAL

- 45  
46 Sections:
- 47 17.44.010           Purposes and Objectives
  - 48 17.44.020           Lot Area
  - 49 17.44.030           Lot Width
  - 50 17.44.040           Lot Depth
  - 51 17.44.050           Lot Frontage

52	17.44.070	Number of Dwellings Per Lot
53	17.44.080	Yard Setback Requirements
54	17.44.090	Projections Into Yards
55	17.44.100	Building Height
56	17.44.110	Distance Between Buildings
57	17.44.120	Permissible Lot Coverage
58	17.44.130	Parking, Loading and Access
59	17.44.140	Accessory Buildings
60	17.44.150	Other Requirements

61  
62 Section 17.44.010 Purposes and Objectives

63 The Single Family Residential Zones (R1) are established to provide areas for the  
64 encouragement and promotion of an environment for family life by providing for the  
65 establishment of one (1) family detached dwellings on individual lots that are separate and  
66 sheltered from non- residential uses found to be inconsistent with traditional residential lifestyles  
67 customarily found within Lindon City's single-family neighborhoods.

68 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1 (part), 1985:  
69 prior code §12-111-1(A).)

70  
71 Section 17.44.020 Lot Area

72 The minimum area of any lot or parcel of land in the R1 zone shall be as indicated by the  
73 subzone used in conjunction with the R1 zone designation. Subzones are designated by adding  
74 a suffix number to the R1 zoning symbol. Such suffix number shall be the minimum lot area for  
75 the subzone, stated in thousands of square feet. For example, a subzone of the R1 zone  
76 requiring lots or parcels to be a minimum of twenty thousand (20,000) square feet would be  
77 designated on the zoning map as R1-20. The minimum area of any lot or parcel of land in the  
78 R1 zone shall be as indicated below for the subzone in which the lot or parcel is situated:

79 R1-12 twelve thousand (12,000) square feet

80 R1-20 twenty thousand (20,000) square feet.

81 (Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1 (part), 1985: prior code §12-111-1(B).)

82  
83 Section 17.44.030 Lot Width

84 1. Each lot or parcel of land in the R1 zone shall have a width of not less than the following  
85 for the zone in which said lot or parcel is situated:

86 R1-12 one hundred (100) feet (measured at front yard setback)

87 R1-20 one hundred (100) feet (measured at front yard setback)

88 Width-to-depth ratio shall be within the limits established under LCC 17.32.100(3).

89 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03; Ord, 111 §1 (part),  
90 1985: prior code §12-111-12.)

91  
92 Section 17.44.040 Lot Depth

93 Each lot or parcel of land in the R1 zone shall have a minimum lot depth as indicated below for  
94 the subzone in which the lot or parcel is situated:

95 R1-12 one hundred (100) feet

96 R1-20 one hundred (100) feet

97 (Ord. 2003-15, Amend, 11/18/03; Ord. 2000-9; Ord. 2000-11)

98  
99 Section 17.44.050 Lot Frontage

100 1. Except for legal non-conforming lots, flag lots, or lots accessing an approved  
101 hammerhead turnaround, each lot or parcel of land in the R1 zones shall abut and have  
102 frontage along a public street for a minimum distance of fifty (50) feet, on a line parallel

103 to the centerline of the street or along the circumference of a cul-de-sac improved to City  
104 standards.

105 2. Approved flag lots shall have twenty-five (25) feet of frontage along a public street on a  
106 line parallel to the centerline of the street or along the circumference of a cul-de-sac  
107 improved to City standards.

108 3. Lots or parcels of land with access from an approved hammerhead turn-around shall  
109 have twenty-five (25) feet of frontage along a public street on a line parallel to the  
110 centerline of the street or along the perimeter of the hammerhead turn-around improved  
111 to City Standards.

112 4. Frontage on a street end which does not have a cul-de-sac improved to City standards  
113 shall not be counted in meeting this requirement.

114 (Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1(part), 1985: prior code §12-111-4. (Amended  
115 Ord. 2012-7, 12/18/12).

116  
117 Section 17.44.070 Number of Dwellings Per Lot

118 Not more than one (1) single-family dwelling and one accessory apartment may be placed on a  
119 lot or parcel of land in the R1 zones unless a greater number of units are approved as part of an  
120 R2 Overlay Project.

121 (Ord 2009-3, amended 02/03.2009, Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1(part), 1985:  
122 prior code §12-111-6)

123  
124 Section 17.44.080 Yard Setback Requirements

125 The following minimum yard requirements shall apply in the R1 zones: (Note: All setbacks are  
126 measured from the property line, or for property lines adjacent to a street the setback shall be  
127 measured from the street right-of-way line.)

128 1. Front yard setback: thirty (30) feet

129 Rear yard setback: thirty (30) feet

130 Side yard setback: ten (10) feet

131 2. Side yard - Corner Lots: On corner lots, the side yard contiguous to the street shall not  
132 be less than thirty (30) feet and shall not be used for vehicle parking, except such portion  
133 as is devoted to driveway use for access to a garage or carport. Of the remaining rear  
134 and side yards on a corner lot, one rear yard setback of thirty (30) feet and one side yard  
135 setback of ten (10) feet shall be required on the remaining non-street facing sides of the  
136 lot.

137 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03; Ord. 111§1(part), 1985:  
138 prior code §12-111-7)

139  
140 Section 17.44.090 Projections into Yards

141 1. The following structures may be erected on or project into any required yard setback:

142 a. Fences and walls in conformance with the Lindon City Code and other City codes  
143 or ordinances;

144 b. Necessary appurtenances for utility service.

145 2. The structures listed below may project into a minimum front, side, or rear year not more  
146 than the following distances:

147 a. The following may project into a minimum front, side or rear yard not more than  
148 twenty-four (24) inches: Cornices, eaves, belt courses, sills, buttresses, or other  
149 similar architectural features; fireplace structures and bays (provided that they  
150 are not wider than eight (8) feet, measured generally parallel to the wall of which  
151 they are a part), awnings and planting boxes or masonry planters.

152 b. The structures listed below may project into a rear yard not more than twelve (12)  
153 feet: A shade structure or uncovered deck (which does not support a roof

154 structure, including associated stairs and landings) extending from the main floor  
 155 level and/or ground level of a building, provided such structure is open on at least  
 156 three (3) sides, except for necessary supporting columns and customary  
 157 architectural features.

158 c. The following may project into a front, side or rear yard (above or below grade)  
 159 not more than four feet as long as they are uncovered (not supporting a roof  
 160 structure): unenclosed stairways, balconies, landings, and fire escapes.

161 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1(part), 1985:  
 162 prior code §12-111-8)

163  
 164 Section 17.44.100 Building Height

165 No lot or parcel of land in the R1 zone shall have a building or structure used for dwelling which  
 166 exceeds a maximum average height of thirty-five (35) feet, measuring the four (4) corners of the  
 167 structure from finished grade to the highest point of the roof structure. The Planning Director  
 168 and Chief Building Official shall be responsible for designating and identifying the four corners of  
 169 a structure. The height of churches in some cases may exceed thirty-five (35) feet and shall be  
 170 reviewed and may be approved by the Planning Commission if the Planning Commission finds  
 171 that no neighboring property owner will be substantially damaged by the approval of such.

172 No dwelling shall be erected to a height less than one (1) story above grade.

173 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03)

174  
 175 Section 17.44.110 Distance Between Buildings

176 The separation distance between any accessory buildings and a dwelling, or the distance  
 177 between multiple detached accessory buildings, shall not be less than ten (10) feet.

178 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03; Ord. 2001-1, prior Ord.  
 179 2000-5)

180  
 181 Section 17.44.120 Permissible Lot Coverage

182 1. In an R1 zone, all buildings, including accessory buildings and structures, shall not cover  
 183 more than forty (40) percent of the area of the lot or parcel of land.

184 2. At least forty (40) percent of the area of any lot shall be maintained in landscaping. On  
 185 any lot, concrete, asphaltic, or other driveway surfaces shall not cover more than fifty  
 186 (50) percent of a front yard.

187 (Ord 2009-3, amended 02/03/2009, Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1(part), 1985:  
 188 prior code §12-111-11)

189  
 190 Section 17.44.130 Parking

191 1. Each use in the R1 zone shall have, on the same lot, off-street parking sufficient to  
 192 comply with Chapter 17.18, of the Lindon City Code.

193 2. Parking spaces in residential zones shall be provided with a dustless, hard surface  
 194 material such as compacted gravel, asphalt, cement, or concrete and shall be provided  
 195 with a similar hard surfaced access from a public street.

196 3. No required parking spaces shall be within thirty (30) feet of a front property line.

197 (Ord. 2008-6, amended 04/15/2008, Ord. 2003-15, Amend, 11/18/03; Ord. 111 §1(part), 1985:  
 198 prior code §12-111-12)

199  
 200 Section 17.44.140 Accessory Buildings

201 1. Accessory Building within the Buildable Area. Accessory buildings meeting all  
 202 setback requirements (within the buildable area) for the main dwelling are permitted  
 203 when in compliance with the following requirements:

- 204 a. Have a building height not taller than thirty-five (35) feet. Height to be  
 205 calculated as per §17.44.100.  
 206 b. Comply with all lot coverage requirements.  
 207 2. Accessory Building Outside the Buildable Area. Accessory buildings that do not meet  
 208 the setback requirements (outside the buildable area) for the main dwelling shall comply  
 209 with lot coverage requirements and meet the conditions following:  
 210 a. Be set back a minimum of 30 feet from the front property line and five (5) feet  
 211 from any other property line.  
 212 b. Be set back a minimum of ten (10) feet from property line when located between  
 213 the main dwelling and the side property line.  
 214 c. Not be located within a recorded public utility easement, unless a release can be  
 215 secured from all public utilities.  
 216 d. Have an average building height of no more than twenty (20) feet in height  
 217 measured at the four corners of the structure from finished grade to the highest  
 218 point of the roof structure.  
 219 e. Comply with distance between buildings requirements.  
 220 3. Setback Exception for Accessory Buildings on Corner Lots.  
 221 a. This subsection applies to lots of which at least 52% (rounded to the nearest  
 222 hundredth) of the total combined lot line length abuts a public street or right-of-  
 223 way.  
 224 b. On lots described in 3a. above, and pursuant to a validly issued Setback  
 225 Exception Permit, an accessory building may be situated within twenty (20) feet  
 226 of a front lot line when the accessory building complies with the following  
 227 dimensional and situational requirements:  
 228 i. The building does not exceed two hundred (200) square feet in area;  
 229 ii. The building does not exceed twelve (12) feet in height; and  
 230 iii. The building is situated behind the primary dwelling in the area that would  
 231 customarily be considered the back yard of the dwelling.  
 232 c. The Planning Director and City Engineer may approve the location of an  
 233 accessory building that meets the requirements in subsection 3b. above upon  
 234 reviewing a Setback Exception Permit application and determining that the  
 235 proposed height and setback will not cause a public or traffic safety hazard.  
 236 d. If the Planning Director and City Engineer determine that the proposed height  
 237 and/or the proposed setback does not satisfy the criteria in 3c. above, they may  
 238 deny the Setback Exception Permit application or approve the permit with a  
 239 modified height and/or modified setback that sufficiently mitigates any detrimental  
 240 impacts.  
 241 4. Accessory buildings larger than two hundred (200) square feet shall be required to  
 242 obtain a building permit.  
 243 5. Construction of an accessory building may precede the construction of the primary  
 244 residence.  
 245 ~~5-6.~~ No accessory building or group of accessory buildings in any residential district  
 246 shall cover more than 25% of the rear yard.  
 247 (Ord 2015-22, amended xx/xx/xxxx, Ord 2014-18, amended 10/07/2014, Ord 2009-3, amended  
 248 02/03/2009, Ord 2008-4, amended 2/19/2008, Ord. 2003-15, Amend, 11/18/03; Ord. 2000-11,  
 249 2000; Ord. 111 §1(part), 1985: prior code §12-111-13)  
 250  
 251 Section 17.44.150 Other Requirements  
 252 1. Sport Courts. Outdoor sport courts are permitted when in compliance with the following  
 253 conditions:

- 254 a. Lighting of sport courts shall be contained within the sport court boundaries
- 255 and shall not be directed onto another's property.
- 256 b. Sport court fencing shall not be taller than twelve (12) feet.
- 257 c. Sport court fencing when taller than seven (7) feet shall maintain a minimum
- 258 ten (10) foot setback from rear and side yard property lines. Any sight obscuring
- 259 materials used on such fencing shall be maintained and kept in good repair.
- 260 Sport court fencing shall not be allowed in the required thirty (30) foot front yard
- 261 setback.
- 262 d. The Planning Commission may modify the height of sport court fencing to be
- 263 taller than twelve (12) feet and the setback requirement to be less than ten (10)
- 264 feet when the following findings are made:
  - 265 i. The proposed height and/or setback modification is necessary to provide
  - 266 privacy and protection of private property interests.
  - 267 ii. The appearance and/or setback of the fence will not detract or cause
  - 268 aesthetic damage to neighboring property owners.
  - 269 iii. The proposed height and/or setback modification will not cause a public
  - 270 safety hazard.
  - 271 iv. The proposed additional height is necessary to provide an adequate
  - 272 buffer for the adjoining land owners' use.

273 (Ord 2009-3, amended 02/02/2009, Ord. 2003-15, Amend, 11/18/03)

274  
275 **SECTION II:** The provisions of this ordinance and the provisions adopted or incorporated by  
276 reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or  
277 unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall  
278 nevertheless be unaffected and continue in full force and effect.

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

282  
283 **SECTION IV:** This ordinance shall take effect immediately upon its passage and posting as  
284 provide by law.

285  
286 PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this  
287 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

288  
289  
290  
291 \_\_\_\_\_  
292 Jeff Acerson, Mayor

293  
294  
295  
296 ATTEST:  
297  
298 \_\_\_\_\_  
299 Kathryn A. Moosman,  
300 Lindon City Recorder

301  
302  
303 SEAL

**II. Review and Action — Property Acquisition Agreement***(15 minutes)*

The City Council will review and consider action on an agreement with Dave Nicolson, of Nicolson Construction Inc., who is requesting to trade a portion of the Public Works property in exchange for utility easements and construction related services of value to the City.

Dave Nicolson has been negotiating with Lindon City regarding this possible property trade at Lindon's Public Works facility. Mr. Nicolson is proposing construction work and granting of needed sewer and drainage easements in exchange for a portion of the Public Works property. Essentially, Lindon will trade 22,046 sq/ft of land in exchange for permanent easements and beneficial construction work to the City valued at approximately \$121,000.

Please review attached agreement. Details are contained in the agreement and will be reviewed in the meeting.

**Sample Motion:** I move to (approve, not approve) the Property Acquisition Agreement between Lindon City and Nicolson Construction Inc. as presented.

## PROPERTY ACQUISITION AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Lindon City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 100 North State Street, Lindon, UT 84042 (hereinafter referred to as “Lindon”), and Nicolson Construction Inc, with a mailing address of PO Box 946, Orem, Utah 84057 (hereinafter referred to as “Nicolson”).

### RECITALS

WHEREAS, an unnamed drainage ditch in Lindon (hereinafter referred to as “Drainage”) flows from areas near 800 West to Geneva Road between Center Street and 150 North; and

WHEREAS, Lindon and Nicolson properties each border portions of the Drainage or have portions of the drainage flowing through their properties; and

WHEREAS, Nicolson has purchased additional land and desires to consolidate parcels and straighten property lines between his property and the Lindon City Public Work parcel in order to construct a new industrial building; and

WHEREAS, both Lindon and Nicolson desire to have the Drainage piped and relocated in order to better utilize their properties; and

WHEREAS, Lindon and Nicolson will both benefit from adjusting property line boundaries for a straighter boundary line between the properties; and

WHEREAS, Lindon and Nicolson have negotiated terms for the mutually beneficial re-routing of the Drainage and adjustment of property boundaries and have set forth those terms in this Agreement.

### COVENANTS

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lindon and Nicolson hereby agree and covenant as follows:

1. Background. The following information provides background for this transaction and explains the parties’ reasons for entering into this Agreement:
  - 1.1. Property Owned by Lindon – Public Works Property. Lindon owns Lot 2 of Public Works, Plat B, subdivision (the “Public Works Property”). The Public Works Property is a 3.78 acre parcel consisting mostly of improved light industrial uses for public works office, garage, storage buildings, and outdoor storage of materials and equipment. The northern part of the property near the Nicolson property boundary is mostly unimproved and traversed by the Drainage. A plat showing the location of the Public Works Property is attached hereto as Exhibit “A” and incorporated herein by

reference.

1.2. **Drainage Across Properties.** The Drainage currently enters the northeast corner of the Public Works Property and flows east to west through the Public Works Property and meanders north and west into the Nicolson property. An aerial photo showing the location of the flow through the properties is attached as Exhibit “B”, and incorporated herein by reference. In order to improve the utilization of both the Public Works and Nicolson properties, Nicolson has offered to re-route and pipe the portion of Drainage flowing through the Public Works Property in exchange for a land swap with Lindon to straighten the common property lines, providing drainage and sewer easements to serve the north end of the Public Works property, and also including additional construction of the proposed Public Works material drying bed.

1.3. **Property Owned by Nicolson.** Nicolson now owns property immediately to the northwest of the Public Works Property and identified as Utah County parcel #14:065:0079.

1.4. **Proposed Re-channeling Improvements.** The portion of Drainage running through the Public Works Property will be rerouted through Nicolson property and piped by Nicolson. The intended location of the storm drain easement for the piping is identified on Exhibit “A”.

2. **Property Conveyance.** Lindon shall convey 22,046 sq/ft of real property (the “Property”) to Nicolson pursuant to the terms set forth in this Agreement and as shown on Exhibit “A”.

2.1. **Legal Description of Property.** The legal description of the Property shall be set forth the Subdivision Plat and Warranty Deeds which shall be prepared by Nicolson upon execution of this Agreement and are incorporated herein by reference.

2.2. **Map of Property.** The location of the Property is shown on Exhibit “A”.

2.3. **Conveyance of Property.** Lindon shall convey the Property to Nicolson by Warranty Deed, free and clear of any liens or encumbrances other than the Permitted Encumbrances (described below).

2.4. **Title to Property.**

2.4.1. **Commitment for Title Insurance.** Upon signing of this Agreement, the parties shall obtain a commitment for title insurance for the Properties.

2.4.2. **Permitted Encumbrances.** The Parties shall review the commitment for insurance and shall approve or reject any exceptions listed on the commitment. If either party is unable or unwilling to remove any title exceptions that are not approved by the other party, then neither party shall have any obligation to proceed with the transactions set forth in this Agreement. Title exceptions approved by the parties shall be referred to as the “Permitted

Encumbrances” and shall be the only permitted exceptions on the title insurance policy for the Property and on the Warranty Deed.

2.4.3. Title Insurance. At Closing, Lindon shall deliver to Nicolson a standard coverage owner’s policy of title insurance issued by a Title Company designated by Lindon with respect to the Property, insuring that Nicolson holds good and marketable fee simple title to the Property, subject only to the Permitted Encumbrances.

2.4.4. Limitation on Encumbrances. The parties agree that from the date of execution of this Agreement until the date of Closing, none of the following shall occur: (a) no substantial alterations or improvements to the Property shall be made or undertaken; and (b) no financial or other encumbrances affecting the Property shall be made.

2.4.5. Commissions. The parties represent that neither of them has worked with a broker or agent relating to the sale of the parcels described in this Agreement and that no commissions are owed for the transactions set forth in this Agreement. In the event that commissions are owed, the commissions shall be paid solely by the party contracting with the broker or agent owed the commission.

2.4.6. Closing Costs. Closing costs, including document preparation and recording fees charged by the title company, shall be shared equally by the parties.

2.4.7. Title Insurance Cost. Each party shall be responsible to pay the cost of the preliminary title work and title insurance (standard coverage) required for the parcel they are receiving.

## 2.5. Closing.

2.5.1. Date. Closing shall take place within two (2) weeks of when all parties have signed this Agreement.

2.5.2. Location. Closing shall take place at the Title Company selected by Lindon.

2.5.3. Costs. Closing costs shall be divided as described in paragraph 2.4.6.

2.5.4. Property Taxes. Property taxes shall be pro-rated as of the Closing date.

2.5.5. Possession. The parties shall deliver possession of the Property to each other immediately upon Closing.

3. Consideration. The parties agree and acknowledge that the value of \$5.50 per square foot of land exchanged is adequate consideration for the exchange of properties contemplated by this Agreement. The Parties further note that Lindon is receiving adequate consideration for the land area being exchanged through the easements and construction work provided by Nicholson to Lindon.

4. Piping of Drainage and Easements; Construction of Public Works Drying Beds. Nicolson agrees to pipe the current drainage across its property and to grant a permanent drainage easement across its property for the benefit of Lindon as shown on Exhibit "A". Furthermore, Nicolson agrees to grant Lindon a permanent sewer easement across its property as shown on Exhibit "A". Nicolson also agrees to provide a temporary construction easements to facilitate the installation of the drainage and sewer lines. Nicolson agrees to construct and provide materials for the Public Works Drying Bed facilities and its associated sewer line according to city standards and specifications.

4.1. Payment. Because Nicolson receives valuable consideration from the land received in the property exchange, Lindon will not pay Nicolson any monetary consideration for the either the drainage or sewer easements. Lindon will not pay monetary consideration for the costs of constructing the Public Works Drying Bed facilities, nor the construction work necessary to install the piping for the drainage, or for the sewer lines that will connect to the Public Works Drying Bed facilities, unless the cost of materials and construction improvements on the sewer line, Drainage, and Public Works Drying Bed facilities exceed the value of the property being exchanged ( $\$5.50 \times 22,046 \text{ sq/ft} = \$121,253.00$ ).

4.1.1 Payment Request. A request for payment from Lindon to Nicolson shall be made within 90-days of completion and acceptance of the Drainage piping, sewer piping, and Public Works Drying Bed facility. Nicolson shall provide Lindon with copies of invoices and receipts to verify actual costs for the Drainage, sewer lateral installation, and Public Works Drying Bed facility construction if requesting payment. If no payment request is submitted to Lindon by Nicolson after 90 days from project completion then the payment and compensation for any work or materials is deemed satisfied through the trade of Lindon property to Nicolson.

4.2 Installation of drainage and sewer lines. The installation of the drainage and sewer lines shall be in accordance with the current Lindon City Land Development Policies, Standard Specifications, and Drawings manual, which is incorporated herein by reference.

4.3 Costs. Lindon agrees to provide the pipe for the sewer line and to connect the line to Lindon's sewer main. Nicolson agrees to cover all other costs for trenching, laying, and installing the drainage and sewer lines, and for constructing and installing the Public Works Drying Bed facilities and its associated sewer line according to city standards and specifications, in accordance with this Agreement.

5. Additional Obligations and Terms. The parties agree to the following additional obligations and terms related to the Property conveyance:

5.1. Permits and Approvals. Lindon and Nicolson agree to work cooperatively to obtain any permits or approvals required to complete the piping of the drainage.

5.2. Platting Amendments and Recording. Nicolson shall, at its own expense, prepare and submit for approval a subdivision plat amendment showing the new lot sizes and property boundaries established in this Agreement. Nicolson shall be responsible for preparing all plats, deeds, and easements contemplated by this Agreement and shall bear all associated costs. Lindon shall be responsible for preparing the Agreement and recording all plats, deeds, easements, and agreements contemplated by this Agreement. Lindon will waive the cost of any City land use applications necessary to fulfill the terms this agreement.

5.3. Indemnification for any contaminated soils. Both parties expressly state that they are unaware of any contaminated soils or other conditions on the properties to be exchanged that would create an environmentally based liability or give rise to an obligation to remediate an environmental condition on the property. However, each party agrees to indemnify and hold harmless the other party should such a condition, not naturally occurring, be discovered in the future that would give rise to such a liability. This right of indemnification only applies of the cost or liability, or such portion of a cost or liability, that is attributable to the property that was exchanged and received from the other party and was created or which occurred prior to the exchange of properties contemplated by this Agreement. This right of indemnification for environmental liabilities shall run with the land.

5. General Provisions.

5.1. Lawful Agreement. The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

5.2. Utah Law. This Agreement shall be interpreted pursuant to Utah law.

5.3. Time of Essence. Time shall be of the essence of this Agreement.

5.4. Attorney's Fees. If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to enforce or defend its rights pursuant to this Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

5.5. Interpretation of Agreement. Whenever the context of any provision shall

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

5.6 No presumption. All parties have participated in preparing this Agreement. Therefore the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

5.7. Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

5.8. No Assignment. This Agreement shall not be pledged or assigned without the prior written consent of all other parties.

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

5.10. Integrated Contract. The parties acknowledge and agree that this Agreement, including the referenced attached exhibits, constitutes a complete integrated contract between the parties and is intended to be the final expression of their agreement.

5.11. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

5.12. Severability. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.

5.13. No Merger. This Agreement, and the rights and obligations set forth herein, shall survive the delivery of the deed(s) delivered pursuant to this Agreement and shall not be deemed to become merged in the deeds.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lindon City

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

ATTEST:

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

Approved as to proper form and compliance with applicable law:

---

Brian K. Haws, City Attorney

Nicolson Construction Inc.

\_\_\_\_\_  
By: Dave Nicolson, CEO

STATE OF UTAH    )  
                          :SS  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by Dave Nicolson, \_\_\_\_\_ of Nicolson Construction Inc.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires: \_\_\_\_\_

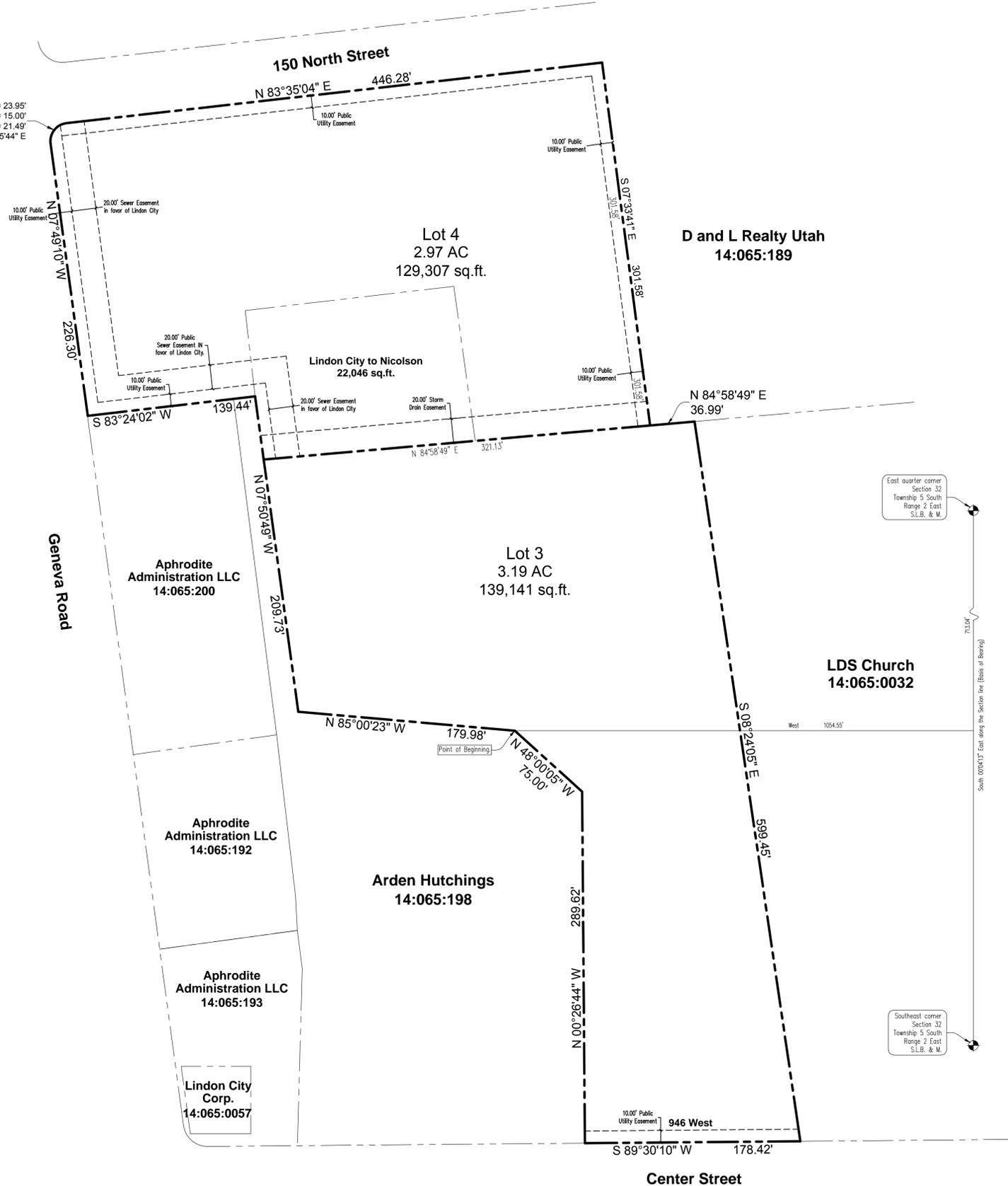
Residing at: \_\_\_\_\_



NORTH  
1" = 40'

L = 23.95'  
R = 15.00'  
Chord = 21.49'  
Bears = N 37°55'44" E

EXHIBIT A



Vicinity Map

**Occupancy Restriction Notice**  
It is unlawful to occupy any building within this subdivision without first having obtained a certificate of occupancy issued by the City.

**Qwest**  
Qwest Representative \_\_\_\_\_ Date \_\_\_\_\_  
**Approved Rocky Mountain Power**  
Pursuant to Utah Code Ann. ss 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein. Pursuant to Utah Code Ann ss 17-27a-603(4)(c)(i) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under  
(1) a recorded easement or right-of-way  
(2) the law applicable to prescriptive rights  
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities or  
(4) any other provision of law.  
Rocky Mountain Power Representative \_\_\_\_\_ Date \_\_\_\_\_  
**Approved Questar Gas**  
Questar Gas Representative \_\_\_\_\_ Date \_\_\_\_\_  
**Approved Utopia**  
Utopia Representative \_\_\_\_\_ Date \_\_\_\_\_

**Notice of Lindon City Housing Ordinance**  
All potential buyers of lots within this plat are hereby notified of the Lindon City R2 Overlay Ordinance. Under this ordinance there is potential for small, localized multifamily housing projects in this neighborhood consisting of single family planned unit developments, duplexes, triplexes and accessory apartments. Conditions Covenants and Restrictions (C.C.&R.s) which prohibit this type of housing in specific subdivisions are considered illegal and in violation of Lindon City Code. Please contact the Lindon City Planning Department at (801) 785-7687 for details regarding this Ordinance.

**City Engineer's Certificate**  
I Mark L. Christensen as the Lindon City Engineer, have inspected the foregoing plat and legal description and find them to be correct, and do hereby give the approval of said plat on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Lindon City Engineer (see seal)

**Surveyor's Certificate**

I, Roger D. Dudley, do hereby certify that I am a registered land surveyor, and that I hold certificate No. 147082 in accordance with Utah Code, Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that at the request of the owner of the below-described land, I performed a survey of said land in accordance with Section 17-23-17 of the Utah Code; that the boundary description below correctly describes the land surface upon which will be constructed Public Works Subdivision. That I have verified all measurements, and that the reference markers shown on said plat are located as shown and are sufficient to readily retrace or reestablish this survey.

**Boundary Description**

Commencing at a point located South 00°04'13" East along the Section line 713.04 feet and West 1054.55 feet from the East quarter corner of Section 32, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 85°00'23" West 179.98 feet; thence North 07°50'49" West 262.29 feet; thence South 83°24'02" West 139.44 feet more or less to the easterly boundary line of Geneva Road; thence North 07°49'10" West along Geneva Road 226.30 feet; thence along the arc of a 15.00 foot radius curve to the right 23.95 feet (chord bears North 37°55'44" East 21.49 feet); thence North 83°35'04" East 446.28 feet; thence South 07°33'41" East 301.58 feet; thence North 84°58'49" East 36.99 feet; thence South 08°24'05" East 599.45 feet more or less to Center Street; thence South 89°30'10" West along Center Street 178.42 feet; thence North 00°26'44" West 289.62 feet; thence North 48°00'05" West 75.00 feet more or less to the point of beginning.

Area = 3.42 Acres

Date \_\_\_\_\_ Surveyor (See Seal Below) \_\_\_\_\_

**Owner's Dedication**

The undersigned owners ("owner" without regard to number or gender) of the above-described land hereby certifies that: owner has caused a survey to be made of said land and to be prepared for the , Owner hereby consents to the concurrent recordation of the plat and Declaration and hereby submits the described land to the provisions and requirements of the declaration, owner hereby dedicates any public streets reflected on the map for the use by the general public.

In witness hereof we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

**Acknowledgement**

STATE OF UTAH } S.S.  
COUNTY OF UTAH }

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.

(Notary's full name) \_\_\_\_\_ A notary public commissioned in Utah \_\_\_\_\_ (Commission number) \_\_\_\_\_

My Commission Expires \_\_\_\_\_ (signature) \_\_\_\_\_

**Acceptance of Legislative Body**

The City of Lindon, County of Utah, approves this Subdivision subject to the Conditions and Restrictions stated herein, and hereby accepts the dedication of all streets, easements and other parcels of land intended for perpetual use of the public this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Mayor/Planning Commission Chairman \_\_\_\_\_  
Clerk Recorder \_\_\_\_\_  
City Engineer \_\_\_\_\_  
Planning Department Director \_\_\_\_\_  
City Attorney \_\_\_\_\_

**Conditions of Approval**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Plat "C"**

**PUBLIC WORKS**

Including an Amendment of Plat "B",  
Public Works Subdivision

**SUBDIVISION**

Lindon City, \_\_\_\_\_ Utah County, Utah  
Scale: 1" = 40 Feet

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
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EXHIBIT B



**12. Review and Action — Award of Bid for Senior Center Computer Lab Remodel** (5 minutes)

The City received a Community Development Block Grant (CDBG) through Mountainland Association of Governments (MAG) in the amount of \$19,987 in order to remodel and enlarge the Senior Center computer lab. The City advertised for competitive bids on the project. Staff recommends awarding the project to the low bidder, Stalwart Development, Inc., in the amount of \$19,777.

The Senior Center computer lab has been one of the most successfully attend resources/programs offered through the Center. Classes are booked for several months in advance. The lab currently holds about six people at a time and City has had interest in expanding the computer lab. Associate Planner, Jordan Cullimore, and Parks & Recreation Director, Heath Bateman, applied to MAG and were awarded a \$19,987 CDBG for remodeling and expansion of the Senior Center computer lab. Former Mayor Jim Dain donated architectural services for the project.

The City advertised the construction project and held a pre-bid meeting where only a few contractors attended. Only one bid was submitted and it is under the budgeted grant amount. Staff recommends awarding the bid to Stalwart Development, Inc. in the amount of \$19,777.

**Sample Motion:** I move to (award, not award) the Senior Center computer lab remodel bid to Stalwart Development, Inc. in the amount of \$19,777.

**13. Presentation and Discussion — State of the City Report***(15 minutes)*

Lindon City Administrator, Adam Cowie, will review a State of the City report with the City Council members.

Mayor Acerson asked that Staff prepare a summary document to highlight city budgetary issues and year-end accomplishments in attempt to better inform the public of the city's efforts to provide high level of services and remain fiscally prudent.

The attached DRAFT 2015 State of the City report is for your review and consideration before finalizing the document for the public. We will briefly review the document in the meeting. Please read carefully and come prepared with any questions, suggested changes, or desire for additional information.

**Sample Motion:** No motion necessary. Feedback is desired.



# State of the City Report

## August 2015

### Lindon City: An Optimistic Future

The state of Lindon City is strong! We have emerged from the recession as a vibrant city that is positioned for success and prosperity. Through a commitment to financial responsibility, improved quality of life, and economic development, Lindon is on a trajectory of success and remains the envy of many other cities.

It is exciting to see new development occurring across the City. Lindon continues on its course to becoming one of the most welcoming, safe and prosperous cities in the State of Utah. This document is intended to be a brief overview of various services provided and activities performed by Lindon City. It will also highlight our achievements and will review aspects of the budget that has been adopted to provide these services.

### Lindon's Past Year at a Glance (FY2014-15):

Lindon City is a full-service municipality covering about 8.5 square miles and serves a population of about 10,600 people. The City provides a wide scope of urban services and amenities made possible, in part, by robust sales tax revenues and prudent use of public funds.

#### SERVICES, MAINTENANCE RESPONSIBILITIES, & PERFORMANCE STATS

<b>Public Works</b> <ul style="list-style-type: none"> <li>76.2 miles of water lines</li> <li>61.3 miles of sewer lines</li> <li>47.4 miles of secondary water lines</li> <li>40.6 miles of storm drain</li> <li>9.2 miles open ditches</li> <li>3 reservoirs/dams</li> <li>39 cemetery interments</li> </ul>	<b>Streets</b> <ul style="list-style-type: none"> <li>54.26 miles of streets maintained</li> <li>Operates 5 snow plows</li> <li>10 tons of asphalt used to fill potholes</li> <li>874 street signs maintained</li> <li>157 city street lights</li> </ul>	<b>Utilities</b> <ul style="list-style-type: none"> <li>3,039 utility connections</li> <li>2,256 secondary water connections</li> <li>1.24 billion gallons secondary water delivered</li> <li>3.41 million gallons culinary water delivered</li> </ul>
<b>Parks &amp; Recreation</b> <ul style="list-style-type: none"> <li>55 acres of developed parks, w/ 9 pavilions</li> <li>6.5 miles of trails</li> <li>Senior &amp; Community Center</li> <li>58,000 visitors to Aquatics Center</li> <li>23 recreation programs</li> </ul>	<b>Development</b> <ul style="list-style-type: none"> <li>223 bldg permits issued</li> <li>\$54,654,442 = value of building projects</li> <li>88 land use cases processed</li> <li>18 commercial/industrial developments</li> </ul>	<b>Public Safety</b> <ul style="list-style-type: none"> <li>Full-time police services</li> <li>8,952 police service calls (includes 4,584 incident related calls)</li> <li>Full-time fire, EMS, and dispatch services</li> <li>1,644 fire/EMS service calls</li> </ul>
<b>Employees</b> <ul style="list-style-type: none"> <li>44 full-time</li> <li>33 part-time</li> <li>135 temp/seasonal</li> <li>Employee costs = 28% of Total Budget</li> </ul>	<b>Justice Court</b> <ul style="list-style-type: none"> <li>149 criminal cases</li> <li>24 small claims cases</li> <li>1,288 traffic cases</li> </ul>	<b>Finance</b> <ul style="list-style-type: none"> <li>Saved \$370k; refinanced Aquatics Center bond</li> <li>Paid off \$800k Flow Rider bond</li> <li>Paid off \$3M RDA bond</li> </ul>

## FY2014-15 Accomplishments & Achievements

- Held over 50 public meetings and open houses
- Reconstructed / re-paved Locust Avenue
- Reduced annual employee benefit costs to City by over \$100k
- Refinanced Aquatics Center bond saving \$370,000
- Installed 150' of new sidewalk by City Center Park; 80' along State Street
- Updated 20 City ordinances
- Replaced 200' of water line on 200 South

## Recognitions and Awards

*Specific to Lindon City:*

- 2015: Best Commuter Cities in State of Utah (13<sup>th</sup>), [www.obrella.com](http://www.obrella.com)
- 2014: Safest Cities in the State of Utah (12<sup>th</sup>), [www.safewise.com](http://www.safewise.com)
- 2013, 2011, 2009: "100 Best Small Cities to Live In America", CNN Money Magazine
- 2008: "Best City to Build In", Utah Valley Home Builder's Association
- \$5.6 million awarded to the City through grants and donations since 2005

*Regional (Provo-Orem MSA):*

- 2014: Best Well Being (1<sup>st</sup>), Gallup
- 2014: Best Cities for Work-Life Balance (1<sup>st</sup>), [www.nerdwallet.com](http://www.nerdwallet.com)
- 2014: Best Places for Business and Careers (3<sup>rd</sup>), Forbes
- 2014: Fastest-Growing On-the-Rise Startup Hubs (1<sup>st</sup>), [sparefoot.com](http://sparefoot.com)
- 2013: Best Performing Cities (2<sup>nd</sup>), Milken Institute
- 2013: Best Midsize Cities for Jobs (2<sup>nd</sup>), Forbes
- 2013: Best Places for Business and Careers (2<sup>nd</sup>), Forbes
- 2013: Most Secure Midsize Cities (12<sup>th</sup>), Farmers Insurance

## FY2015-16 Budget – Successes and Prosperity

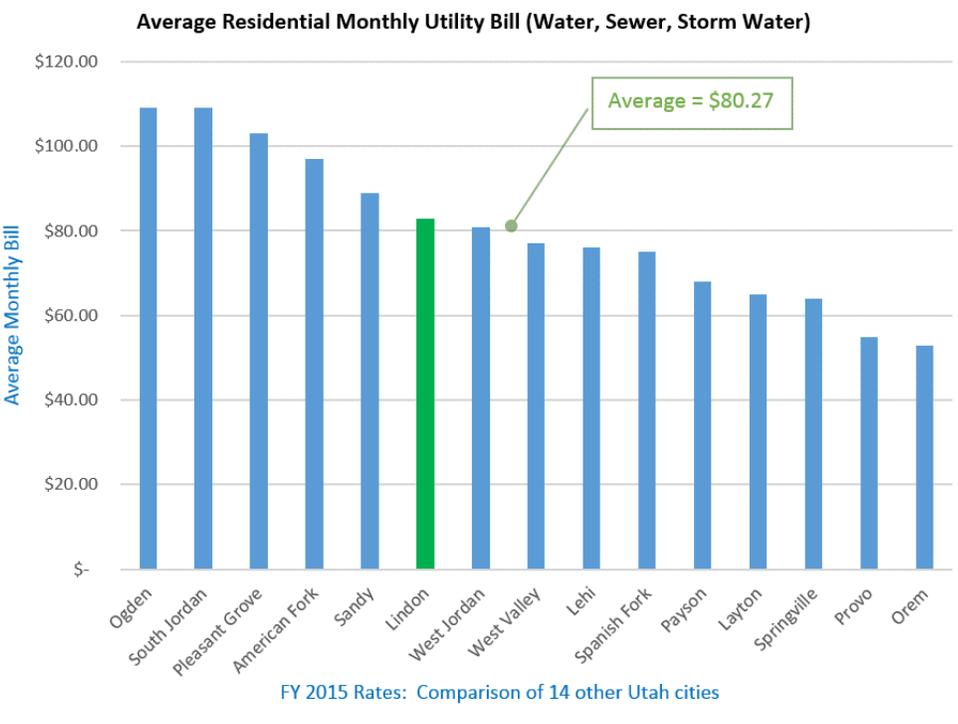
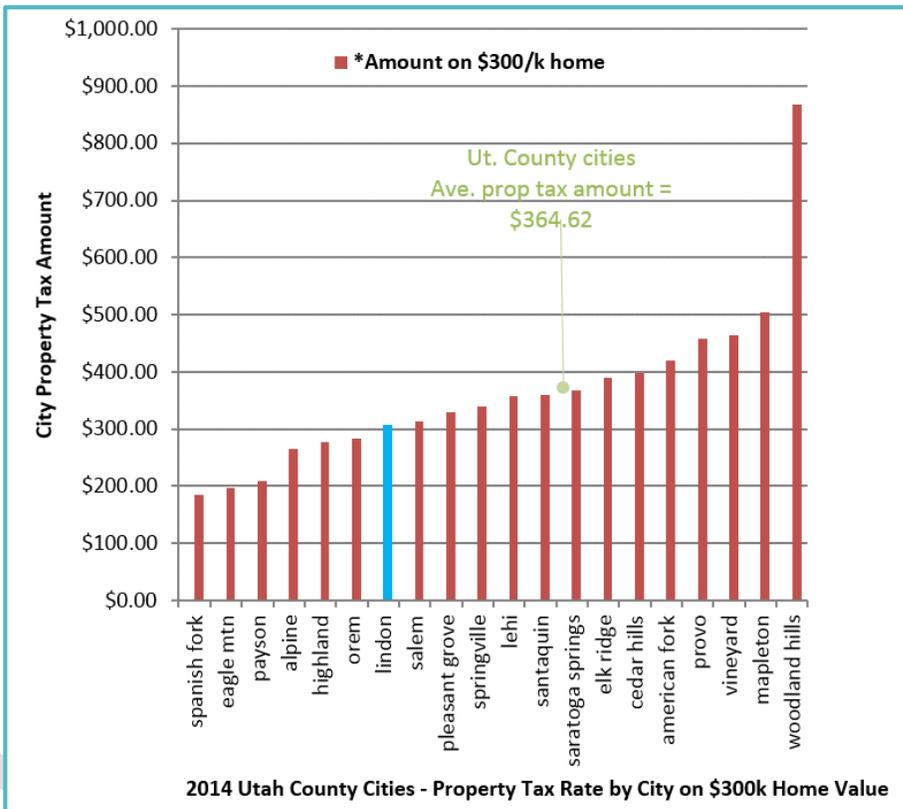
Lindon City emerged from FY2014-15 under budget through significant cost cutting efforts, careful management of expenditures, and higher than anticipated revenues. During the recession the City had been dependent on approximately \$1M in borrowed utility funds to balance its budget. Fortunately, the City under spent its budget each year and never had to use the borrowed funds. Through cost cutting efforts and improved revenues the FY2015-16 budget has eliminated the need to borrow the previously earmarked utility funds. This is a significant achievement reflective of the growing economy and the City's efforts to reduce costs while still providing a very high level of services.

Annual reports published by newspapers and tax watchdog organizations often cite Lindon's high spending per capita. However, these reports are poor comparisons of true city-to-city costs on tax payers. They fail to recognize the fortunate position Lindon enjoys by having a small population which benefits from a large sales tax base. Lindon's citizens and businesses typically enjoy below average city taxes and fees with above average city services and amenities made available to improve their quality of life. Lindon's prosperous position has enabled it to meet citizen demands for increased services and amenities throughout the community.

## Property Taxes

The chart to the right compares the CITY PORTION of property taxes collected by Utah County cities. Unrealized by many tax payers is that Lindon City receives only a portion of the property taxes assessed on your home or business. The majority of 2014 property taxes were distributed to Alpine School District (70%), followed by Lindon City (16%), Utah County (10%), and Central Utah Water Conservancy District (4%).

In 2014, Lindon City would have received about \$307 in property taxes from a residential property valued at \$300,000. For that land owner those three hundred and seven dollars essentially purchased their access to one-year of full-time police, fire, & EMS coverage, parks, trails, snow plowing, fixing of potholes, street signs, street lights, resurfacing of roadways, swimming pool, Community & Senior Center, recreation programs, City events, etc. What a deal! Lindon is fortunate to have a large sales tax base that helps supplement these services so that property taxes can stay relatively low. In over 25 years Lindon's property tax rate has only been increased by Lindon City once (2009).



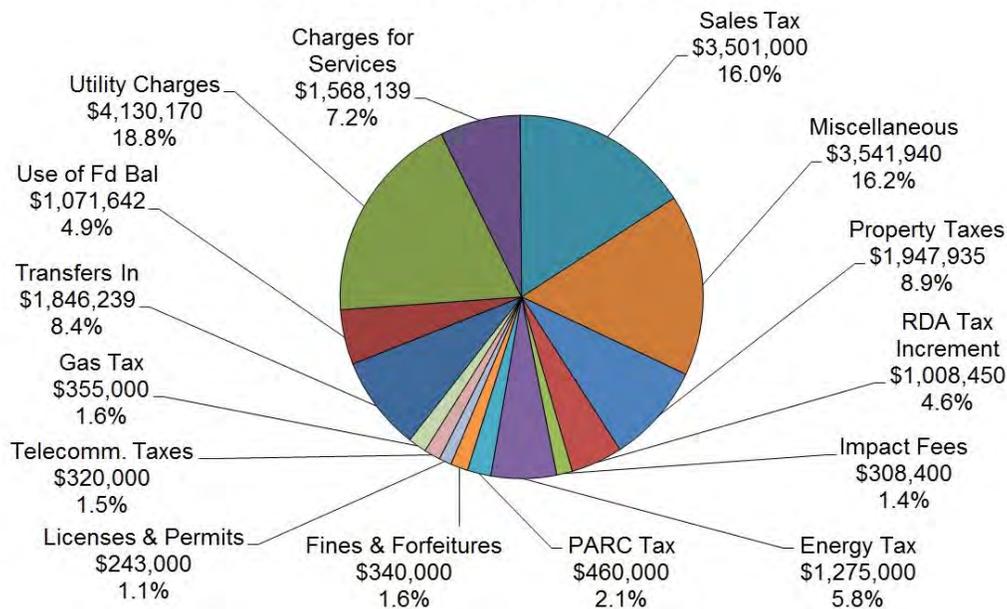
## Utility Rates

Lindon City provides sewer, storm water, and water services (including secondary water). These utility services are supported by user fees paid through your utility bill. As shown in the chart to the left, Lindon's utility rates for water, sewer, and storm water are about average compared to 14 other Utah cities. Small increases are planned each year to help cover aging infrastructure replacement costs and keep up with inflation.

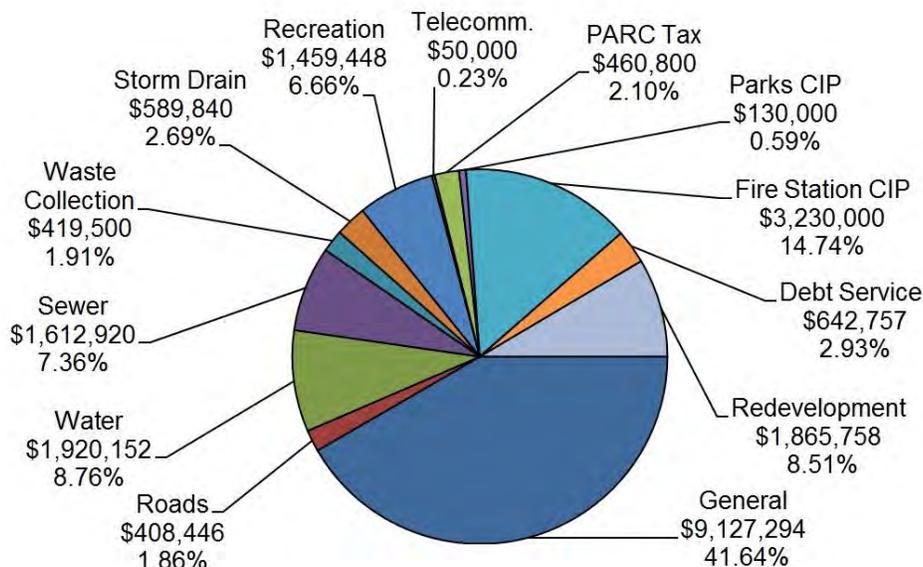
## FY2015-16 Budget – Revenues vs. Expenditures

Each year Lindon City reviews and adopts a new budget through a series of committee meetings, recommendations from City Department Managers, and City Council meetings with input from the public. Utah State law requires that municipal revenues must meet expenditures. Below are charts showing projected city revenues and expenditures for the current fiscal year. Unique to this fiscal year is the large *Miscellaneous* revenue category which is reflective of bonds that will be obtained in order to construct a new fire station.

**Where the Money Comes From**  
**Total Citywide Revenue = \$21,916,914**



**City Wide Expenditures by Fund**  
 Total = \$21,916,914

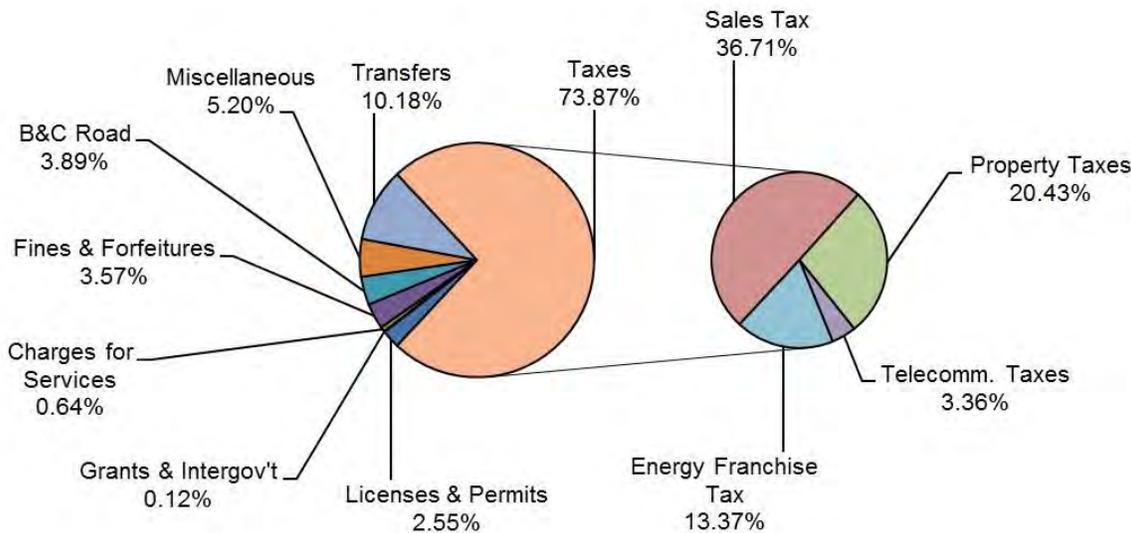


## General Fund

The General Fund is the primary operating fund for most government activities and is the fund that elected officials have the most discretion in how revenues are spent. The General Fund supports services such as police, fire & EMS, streets, parks & recreation, city planning, building inspection, administration, etc. The General Fund does not include utility funds or RDA funds. The chart below shows the breakdown of revenue sources for the General Fund. The primary source of revenue for the General Fund is from taxes, which are explained in more detail below.

### GENERAL FUND REVENUES

Total = \$9,535,740



## What taxes does the City collect?

**Property Tax:** Property taxes are assessed at rates set by the taxing entity (School District, City, County, Special Service Districts) and collected by Utah County. The County sends assessors to all properties to be appraised then a tax bill is sent based on those appraisals. Primary residence homes are taxed at 55% of the assessed value, while secondary homes and non-residential properties (commercial, industrial) are taxed at 100% of the assessed value. Lindon anticipates receiving about \$1.6 million in property tax revenues this fiscal year.

**Sales Tax:** Of all the taxes, Lindon City receives the most revenue from sales tax and projects receiving about \$3.5 million in sales taxes this fiscal year. The combined sales tax rate in Lindon is 6.85%. The majority of the sales tax (4.7%) goes to the State with the remaining going to the City (1%), UTA (0.55%), Utah County (0.5%), and Lindon's PARC tax (0.1%). Most of Lindon's sales taxes are generated by shoppers who frequent Lindon businesses but do not live within Lindon City.

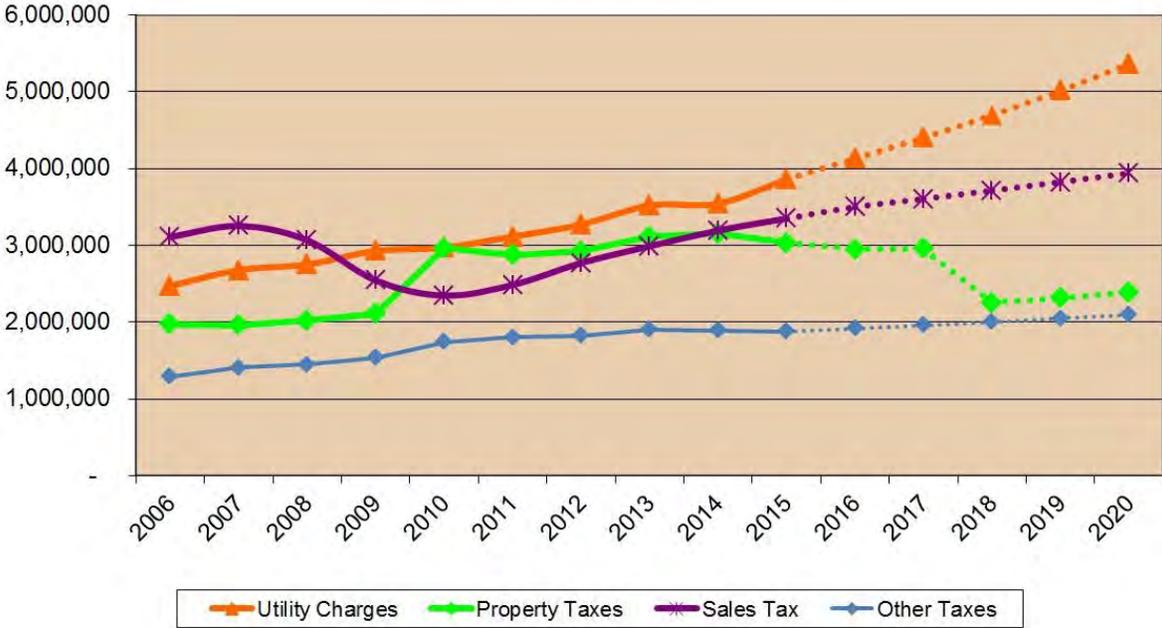
**Franchise Tax:** The City charges utility franchise taxes (fees) on energy, cable, and telecommunications activities within the City. Most private utility service companies use Lindon's streets and right-of-ways to install their infrastructure. Cities commonly assess fees for the use of these public corridors.

## Revenue Projections

The chart below shows a ten year history and five year forecast for Lindon's major revenue sources consisting of utility charges, sales tax, property tax, and other taxes. As the City grows we anticipate increased sales tax, increased utility charge collections (as new homes and businesses develop), and gradual increases in property valuations. With the ever improving economy and an optimistic outlook for new business growth along our 700 North corridor, Lindon's projection for future revenues is very positive.

Note the projected drop on property taxes received by the City (green line) is due to expiring Redevelopment Areas (RDA) with special tax disbursements. Lindon's RDA's will no longer receive the higher proportion of the taxes for those RDA areas, thus the projected decrease in property tax revenues.

**Lindon's Major Revenue Sources**  
**10 Year History and 5 Year Forecast**



## Get Involved!

Citizens can get involved in the budget process by attending public budget hearings and budget discussions with the City Council. The City makes the proposed budget for the upcoming fiscal year available to citizens in late April or early May. From May to June the City holds meetings on the budget where citizens can come express their views and ask questions about the budget. Questions and comments at other times are always welcome.

Finalized budget, tax information, fee schedules, and associated documents are available for download through the city website at [www.lindoncity.org](http://www.lindoncity.org).

#### **14. Review and Action — Mass Notification Interlocal Agreement with Utah County** *(5 minutes)*

The City Council will review and consider action on an interlocal agreement with Utah County, and other cities within the County, for continued mass notification services through Everbridge at discounted rates.

Last year, Lindon City signed up individually with Everbridge for emergency mass notification services. Shortly thereafter most cities in Utah County went together under the umbrella of the County and received a quote for a discounted price from Everbridge. The County then opened the agreement up to cities already contracted with Everbridge - which included Lindon, Orem, Springville, Mapleton and several others. Lindon has been assured that we will maintain control of our own system and the ability to use it as we wish without County emergency managers having control.

Under our original agreement, Lindon was going to have to pay \$5,000 per year. Under the new countywide agreement, that figure will drop to \$2,335 per year for Lindon City (assuming all the other cities sign up). There are a few potential hold-out cities and so that number is final until documents are signed. However, it will be substantially less cost than our original price. If several large cities don't sign, our costs will increase, but will still be far less than the \$5K for single-city services. Staff recommends approval of the agreement.

**Sample Motion:** I move to (approve, not approve) the Mass Notification Interlocal Agreement with Utah County for emergency notification services provided through Everbridge.

## Population Calculated using 2013 US Census

If Everybody signs county-wide contract except American Fork

City	Population	Total Households (Including Business)	% of Utah County households	Cost Share of \$115,000/Annually by households
Alpine	10024	4,594	0.019	2,206.56
American Fork		0	0.000	0.00
Cedar Fort	368	169	0.001	81.01
Cedar Hills	10179	4,665	0.019	2,240.68
Draper	0	0	0.000	0.00
Eagle Mountain	24217	11,099	0.046	5,330.83
Elk Ridge	2435	1,116	0.005	536.01
Fairfield	119	55	0.000	26.20
Genola	1370	628	0.003	330.51
Goshen	921	422	0.002	202.74
Highland	17011	7,797	0.033	3,744.59
Lehi	54382	24,925	0.104	11,970.99
Lindon	10611	4,863	0.020	2,335.78
Mapleton	8784	4,026	0.017	1,933.60
Orem	91648	42,005	0.175	20,174.26
Payson	19154	8,779	0.037	4,216.33
Pleasant Grove	34988	16,036	0.067	7,701.83
Provo	116288	53,299	0.223	25,598.21
Salem	6928	3,175	0.013	1,525.04
Santaquin	9843	4,511	0.019	2,166.72
Saratoga Springs	22749	10,427	0.044	5,007.69
Spanish Fork	36956	16,938	0.071	8,135.04
Springville	31205	14,302	0.060	6,869.09
Vineyard	900	413	0.002	198.11
Woodland Hills	1344	616	0.003	295.85
Utah County Uninc.	10000	4,583	0.019	2,201.28
	522424	239,444		
Total Calculated Households		239,444		

Everbridge Formula = (Population) divided by (2.4) Multiplied by (1.1) = Households including businesses..... Multiplied by .46 = Annual Cost

Total Utah County Households (Including Business Factor) = 252,950 - American Fork, Draper, Mapleton, and Spanish Fork = 218,480

## **MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT**

THIS MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement"), is executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among **UTAH COUNTY**, a political subdivision of the State of Utah (hereinafter referred to as "County"), and **ALPINE CITY, AMERICAN FORK CITY, CEDAR FORT TOWN, CITY OF CEDAR HILLS, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, FAIRFIELD TOWN, GENOLA CITY, GOSHEN CITY, HIGHLAND CITY, LEHI CITY, LINDON CITY, MAPLETON CITY, the CITY OF OREM, PAYSON CITY, PLEASANT GROVE CITY, PROVO CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, VINEYARD CITY, and WOODLAND HILLS CITY**, all municipal corporations and political subdivisions of the State of Utah, (the combined group of cities to be hereinafter collectively referred to as the "Cities" or "City" when used in the singular).

### RECITALS

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Utah County of disasters, emergencies and other important matters, thereby promoting the health, safety and welfare of the citizens residing in Utah County; and

WHEREAS, the parties to this Agreement will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the parties to this Agreement desire to benefit from the mass notification services provided in accordance with the Agreement and the cost savings associated therewith; and

WHEREAS, County has entered into an agreement more particularly described below for countywide mass notification services to promote the health safety and welfare of citizens residing in Utah County; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties' respective rights and obligations in this Agreement; and

WHEREAS, the parties and each of the Cities have approved this Agreement by resolutions adopted by their respective governing bodies;

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

1. **Agreement with Everbridge.** County has entered into a Quote, Service Agreement and IPAWS Addendum to Service Agreement with Everbridge, Inc., (the “Mass Notification Agreement”), in the form attached hereto as Exhibit A, allowing Cities to utilize the mass notification services provided by Everbridge. Upon entering into this interlocal agreement and payment of fees to County as provided herein, each city may participate in the Everbridge mass notification services as provided in the Mass Notification Agreement.

All Cities who are contracting with Everbridge prior to entering into this Agreement have the option to remain separate organizations within the Everbridge system as currently established and may continue to contact Everbridge directly with support needs for their organizations.

2. **Funding and Apportionment of Mass Notification Expenses.**

2.1 For the first year of the Mass Notification Agreement, each City without an existing mass notification provider will pay County their share of the Mass Notification Agreement contract price as stated in the last column of the attached Exhibit B.

In the first year of the Mass Notification Agreement, Cities with an existing mass notification provider, commencing upon the termination of their respective existing mass notification contracts will pay County their pro rata share of the Mass Notification Agreement price determined as follows: (number of days remaining in the first year of the Mass Notification Agreement/365) times the city’s yearly contract price with the previous provider, or as otherwise determined and confirmed in writing between the City and County.

2.2 In the second and subsequent years of the Mass Notification Agreement, each City’s pro rata share of the contract price of the Mass Notification Agreement will be based on the number of households in their respective jurisdictions divided by the total number of households in the jurisdictions of all parties to this Agreement, times the Mass Notification Agreement contract price. The number of households in a respective jurisdiction is determined as follows: Population divided by 2.4, multiplied by 1.1, equals total households including businesses. The population used in the formula will be determined by the most recent United States Census figures. All parties shall promptly pay County in advance for the next succeeding year for their respective shares of the Mass Notification Agreement contract price. The percentage of the expenses due from each party will be recalculated in the event updated US Census figures are released during the term of this Agreement and will be effective for the next payment period. In the second year only, a city’s pro rata share shall not exceed the amount stated in the last column of Exhibit B.

2.3 A credit against the Quote price (Special Incentive Discount) has been applied by Everbridge for the renewal price paid by Springville and Mapleton for the renewal of the Springville/Mapleton Everbridge agreement. All amounts due County from Springville and Mapleton under this Agreement will first be

applied to the credit which will be apportioned equitably between Springville and Mapleton until the amount of the credit has been satisfied. Thereafter, Springville and Mapleton shall pay County their respective shares of the Mass Notification Agreement contract price as provided above.

2.4 If American Fork or Spanish Fork enter into this Agreement, the totals in Exhibit B shall be recalculated for the applicable contract year and any refunds applied to the next contract year payments, , to the extent that the recalculated amounts result in a reduction of a City's share of the Mass Notification Agreement contract price.

2.5 Any additional fees incurred by County or a Participating City, including fees listed in the Quote Supplemental Notes, will be paid by the County or Participating City incurring the fee or service, including but not limited to API connections, additional ORGS and training not listed in the quote, and new ORG implementation fees.

3. **Payment.**

3.1 The County shall send an invoice to each of the Cities for the amount of each City's payment to County for their respective share of the Mass Notification Agreement contract price. The County shall include a detail calculating each party's contract price share. A City's contract price share will be allocated as provided in the preceding section. Each party shall pay the County not less than thirty (30) days prior to commencement of the next contract year or within 30 days of receipt of an invoice from the County, whichever is later.

4. **Coordination.**

4.1 The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services.

5. **Indemnification, Insurance, and Mass Notification Agreement Compliance.**

5.1 The parties shall maintain such liability insurance as they deem prudent and appropriate. The parties anticipate that the protections of the Utah Governmental Immunity Act, 63G-7-101 *et. seq.* will apply to any claims which may be made against any or all of the parties arising out of the use of the Mass Notification System. However, notwithstanding these protections, and without in any way waiving the defenses afforded by the Utah Governmental Immunity Act, 63G-7-101 *et. seq.*, each party to this Agreement agrees to indemnify and hold harmless each and every other party from all claims for personal injuries or damage to property to the extent that such injuries or damages directly or indirectly arise out of that party's own acts or omissions. Nothing in this Agreement shall be construed as releasing, indemnifying or holding harmless any party to this agreement from liability for that party's own acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be

considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*) The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

- 5.2 All parties to this Agreement shall comply with all terms and conditions of the Mass Notification Agreement and will indicate their willingness to do so by signing the Mass Notification Agreement as a Participating City. By such signature as a Participating City, the city agrees to be bound by the terms and conditions of the Mass Notification Agreement only, and does not make the City a party to the Mass Notification Agreement.

In the event any party to this Agreement breaches any term or condition of the Mass Notification Agreement, and fails to timely cure any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*) The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

6. **Duration.** This Agreement shall be effective immediately upon the signature hereof by at least two named parties to this Agreement and shall remain in full force and effect as to all signatories to this Agreement for a period of five (5) years including any subsequent renewal of the Mass Notification Agreement on the same terms and conditions as the original agreement, or until such time as the Mass Notification Agreement is terminated, whichever is sooner.

7. **Interlocal Co-operation Act.** The following terms are included in the Agreement to comply with the requirements of the Interlocal Co-operation Act:

7.1 **Resolution.** This Agreement shall be authorized by resolution of the legislative bodies of the signatories hereto as required by Section 11-13-202.5 of the Interlocal Act.

7.2 **Purpose.** This Interlocal Cooperation Agreement has been established and entered into by the parties to provide mass notification services within Utah County.

- 7.3 No Separate Entity, Administration.** The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the signatories hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Agreement. The parties further agree that they will not acquire, hold, or dispose of any personal property pursuant to this Agreement.
- 7.4 Financing.** There shall not be a separate budget to carry out the terms of this Agreement, but each party shall fund and pay for its respective responsibilities pursuant to this Agreement. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- 7.5 Filing.** A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.
- 7.6 Legal Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act.
- 7.7 Termination.** Upon the termination of the Mass Notification Agreement, the parties will each pay County their pro rata share for the cost of any services due under the Mass Notification Agreement.
- 7.8 Equipment.** The parties will provide and maintain such equipment as they determine necessary for their own use of the mass notification services. Any equipment provided by a party shall remain the property of the party providing the equipment. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party

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

9. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the governing or legislative body of each of the Parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each party.

10. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

11. **Notices.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

12. **Assignment.** The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

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

14. **Time of Essence.** Time shall be of the essence of this Agreement.

15. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

16. **Breach.** In the event that any party breaches this Agreement, a non-breaching party may serve the breaching party with a notice to cure the breach by certified mail, return receipt requested or personal delivery to the breaching party. The breaching party shall cure the breach within thirty days of receiving notice to cure, or if the breach is not capable of curing within thirty days, commence corrective action within thirty days and diligently pursue correction of the breach until the breach is cured. Failure to cure or diligently pursue corrective action constitutes a breach.

17. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

18. **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

19. **Mass Notification Agreement.** The parties to this Agreement shall comply with and not violate, breach or cause the violation or breach of any term, condition or provision of the Mass Notification Agreement.

20. **Conflict.** This Agreement is subject to the terms, provisions and conditions of the Mass Notification Agreement and all applicable state and federal laws, rules, and regulations. In the event of any conflict between any term of this Agreement and the Mass Notification Agreement, the Mass Notification Agreement shall govern. The parties to this Agreement shall comply with all applicable state and federal laws, rules, and regulations.

21. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

22. **Force of Nature.** The parties to this Agreement shall not hold any other parties liable for damages or otherwise responsible in any way if any party is prevented from the performance of this Agreement by reason of acts of God, riot, strike, fire, weather, illness, war, lock-up, energy shortages, or illegality.

23. **Severability.** If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be considered as one agreement.

25. **Third Party Beneficiaries.** This Agreement governs the rights and liabilities of the signatories to this Agreement only. No third party beneficiaries are created, or intended to be created by this Agreement for any person or entity not a signatory to this Agreement.

SIGNED and ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 2015.

UTAH COUNTY

By: \_\_\_\_\_  
 Larry Ellertson  
 Chairman, Board of Utah County  
 Commissioners

ATTEST:

By: \_\_\_\_\_  
Bryan Thompson  
Utah County Clerk Auditor

Reviewed as to proper form and  
compliance with applicable law:  
Jeffrey R. Buhman, Utah County Attorney

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

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LINDON CITY

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

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Recorder

Reviewed as to proper form and  
Compliance with applicable law:

\_\_\_\_\_  
City Attorney

EXHIBIT A

**[Here attach form of Mass Notification Agreement]**



## Everbridge, Inc. Core Platform Service Agreement

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and Utah County (“**Customer**”), effective April 1, 2015 (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

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

All Participating Cities who are currently contracting with Everbridge prior to Customer entering into this Agreement will remain a separate organization as currently established and may continue to contact Everbridge directly with support needs for their organization.

This Agreement shall be available to those cities referenced on the Quote attached hereto, who may be current Everbridge customers or who intend to become customers for the first time through this Agreement and all additional cities in Utah County not listed on the quote. Such eligible cities will become “**Participating Cities**” upon entering into an Interlocal Agreement with Customer requiring the city to pay Utah County their portion of the contract price and to be bound by the terms of this Agreement and providing Everbridge with a signed copy of the agreement.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge.

### **3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** If Customer has purchased Mass Notification, Customer and Participating Cities shall in their discretion authorize certain of their employees and contractors to access that Service. If Customer has purchased Incident Management, Customer and Participating Cities shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer’s and Participating Cities’ employees and contractors who are authorized to access any Service as provided above are referred to as “**User(s)**”. Each User must be bound in writing to confidentiality obligations sufficient to permit Customer and Participating Cities to fully perform their obligations under this Agreement. Customer and Participating Cities shall undergo the initial setup and training as set forth in the Implementation - Standard inclusion sheet provided with

the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer and Participating Cities fail to complete the Implementation process within the sixty (60) day timeframe, Customer and Participating Cities must purchase any additional implementation services. Customer and/or Participating Cities shall be responsible for: (i) ensuring that their respective Users maintain the confidentiality of all User login and password information; (ii) ensuring that their respective Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by their respective Users; and (iv) all communications by their respective Users using the Service. Customer and Participating Cities shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** “**Customer Data**” is all electronic data Customer and Participating Cities transmit to Everbridge in connection with the use of the Service. Customer and Participating Cities shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all their respective Customer Data. By purchasing the Service, Customer and Participating Cities represent that they have the right to authorize and hereby do authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer and Participating Cities shall maintain a copy of their respective Customer and Participating Cities Contact data that they provide to Everbridge. Customer and Participating Cities acknowledge that the Service is a passive conduit for the transmission of Customer Data and any data submitted by Contacts, and to the extent arising out of the acts or omissions of Customer and/or Participating Cities, Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Customer and Participating Cities or Contacts. Everbridge shall use commercially reasonable efforts to maintain Customer Data confidential.

**3.3 Participating Cities.** Everbridge agrees that Customer is not responsible for the conduct or supervision of Users authorized by the Participating Cities or for the electronic data transmitted by them. Any and all Customer Responsibilities of these Participating Cities as defined in this Section 3 are the sole responsibility of each of the Participating Cities and not of Customer. Customer shall be responsible for all payment terms hereunder for itself and each Participating City. The pricing in the Quote includes all Participating Cities. Each Participating City by entering into an Interlocal Agreement with Customer and provision of the Interlocal Agreement to Everbridge agrees to be bound by all of the terms herein as applicable to it.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed

Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. Any renewal of this Agreement for the option years set forth in the applicable Quote shall be on the same terms and conditions contained in that Quote.

## 5. TERMINATION; SUSPENSION.

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

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

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

**5.4 Termination by Customer.** Customer may terminate this Agreement at the end of any contract term or renewal identified in the Quote upon (30) thirty days notice to Everbridge prior to the end of any contract term or renewal.

**5.5** Notwithstanding anything contained herein to the contrary, and except for non payment by Customer, only a breaching Customer's and/or a breaching Participating City's use of the Services shall be terminated or suspended for their own breach of the terms and conditions of this Agreement.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Everbridge hereby grants to Customer and Participating Cities, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer and Participating Cities shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer and Participating Cities shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer and Participating Cities shall not: (i) copy, modify, reverse engineer, de-compile,

disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the "Software") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's and Participating Cities' own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer and Participating Cities no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer and Participating Cities through the Service or otherwise in connection with this Agreement (collectively, the "Everbridge Technology"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("IP Rights") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer, Participating Cities and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection.** As used herein, "Confidential Information" means all information of a Party and Participating Cities ("Disclosing Party") disclosed to the other Party and Participating Cities ("Receiving Party"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's and Participating Cities' business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a

governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information unless otherwise provided by law, including applicable freedom of information laws.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated, including maintaining the confidentiality of Customer Data. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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

**8.3 Customer and Participating Cities Representations and Warranties.** Customer and Participating Cities represent and warrant that during their respective use of the Service, Customer and Participating Cities shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer and Participating Cities acknowledge and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's and Participating Cities' own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer and Participating Cities represent and warrant that their respective notifications through the Service shall be sent by authorized Users, and that their respective collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) their respective policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

**9.1 By Customer.** Customer and Participating Cities,

to the extent arising out of their own acts, errors or omissions, shall indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding ("Claim") arising out of their respective data sent, accessed, posted or otherwise transmitted via the Service by Customer, Participating Cities or Contacts or their respective breach of Sections 3, 6 or 8.3.

**9.2 By Everbridge.** Everbridge shall indemnify and hold Customer and Participating Cities harmless from and against any Claim against Customer and Participating Cities, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer and Participating Cities. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer and Participating Cities the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer or Participating Cities supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

**10. LIMITATION OF LIABILITY.** Neither Party shall have any liability to the other Party or Participating Cities for any loss of use, interruption of business, costs of substitute services, or any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, except for its indemnification obligations or a breach of confidentiality, in no event shall Everbridge's aggregate liability to Customer or Participating Cities, regardless of whether any action or claim is based on warranty, contract, tort, or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer and Participating Cities understand and agrees that these liability limits reflect the allocation of risk between the parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

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

**11.2 Force Majeure; Limitations.** The Parties and Participating Cities shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond their reasonable control, including without limitation acts of God, acts of government, flood, fire,

earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. The Parties and Participating Cities shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by either Party, and any such attempted assignment shall be void and of no effect without the advance written consent of the other, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its conflicts of laws rules. Venue for any dispute arising out of this agreement shall be in the Courts of the State of Utah. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below.

Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 Entire Agreement.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

**11.8 Marketing.** [Intentionally deleted]

**11.9 Survival.** Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.10 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.11 Export Compliant.** Neither Party nor Participating Cities shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**11.13 Governmental Immunity.** Notwithstanding anything to the contrary in this Agreement, Customer's and Participating Cities duties, responsibilities, liabilities and indemnification obligations under this Agreement are subject to and governed by the Governmental Immunity Act of Utah, 63G-7-101, *et. seq.*, including but not limited to, the limits of liability contained therein, nor shall either Party or Participating Cities be liable to the other for the other's acts, errors or omissions.

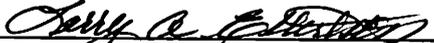
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**EVERBRIDGE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address:  
500 N. Brand Blvd., Suite 1000  
Glendale, California 91203

**For legal notice:**  
Attention: Legal Department

**CUSTOMER: Utah County**

By:   
Print Name: Larry Ellertson  
Title: Chairman, Utah County Commission  
Date: 3-31-2015

**Customer's address for legal notices:**

Utah County Attorney  
Civil Division  
100 East Center Street #2400  
Provo, Utah 84606

**Customer's address for billing:**

Utah County Sheriff  
3075 North Main  
Spanish Fork, Utah 84660  
Attn: Emergency Services  
Email for billing: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## EXHIBIT A

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

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

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

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

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

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions (**“Secure Messaging”**), Everbridge’s shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

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

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

EXHIBIT C  
PARTICIPATING CITIES

By signing below each city agrees to be bound by the terms and conditions of the foregoing Everbridge, Inc. Core Platform Service Agreement as a Participating City and not as a party to the Agreement. Utah County and Everbridge are the contracting parties under this Agreement.

<p>CITY NAME: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>CITY NAME: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>CITY NAME: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>CITY NAME: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Address for legal notices:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>CITY NAME: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Address for legal notices:</b></p>	<p>CITY NAME: _____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><b>Address for legal notices:</b></p>

**15. Closed Session to Discuss the Sale, Purchase, Exchange, or Lease of Real Property** *(20 minutes)*

The City Council will enter into a closed executive session to discuss the sale, purchase, exchange, or lease of real property per Utah Code 52-4-205. This session is closed to the general public.

Materials for this closed session have been provided to City Council members separate from this staff report.

## 16. **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       |

## 17. Administrator's Report:

(15 minutes)

### Misc Updates:

- August City newsletter: <http://siterepository.s3.amazonaws.com/442/august15final.pdf>
- Project Tracking List – Any questions?
- Councilmember Bean is Mayor pro tem from July through September 2015
- THANK YOU for all your help and efforts during Lindon Days! Staff has received several positive comments from citizens and participants.
- Meet the Candidates night, October 22<sup>nd</sup> – *Be thinking of possible questions*
- Ivory Homes update
- Update on design of Fire Station; City Center
- Misc. Items:

### Upcoming Meetings & Events:

- Newsletter Assignment: **Randi Powell** – September newsletter article. *Due by last week in August.*
- Sept 7<sup>th</sup> – City Offices closed for Labor Day
- Sept 16-18<sup>th</sup> – Utah League of Cities and Towns fall conference in SLC
- October 22<sup>nd</sup> @ 7:00pm - Meet the Candidates Night @ Community Center
- November 3<sup>rd</sup> – Election night

# Adjourn

As of August 14, 2015

## 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>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>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>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>Ordinance Amendment: Accessory Building Sq. Ft.</b>	July 2015	Lindon City	August 11	August 18
<i>Request to modify residential accessory building dimensional requirements.</i>				
<b>Major Subdivision: Lindon Self Storage</b>	July 2015	Victor	TBD	TBD
<i>Request for approval of a condominium subdivision at approximately 860 West 200 South.</i>				
<b>Site Plan: Lindon Self Storage</b>	July 2015	Victor	TDB	TBD
<i>Request for site plan approval of storage units at approx. 860 West 200 South.</i>				
<b>Misc. Application: Ace Disposal</b>	July 2015	Spencer Robinsion	N/A	N/A
<i>Request to connect to the City storm drain at approximately 1155 West 135 South.</i>				
<b>CUP: Courteous K-9 Academy LLC</b>	July 2015	Susan Crook	TBD	N/A
<i>Request for approval of a kennel license at 788 West 290 North.</i>				
<b>Zone Map Amendment: WICP West Lindon</b>	July 2015	Mark Weldon	August 11	August 18
<i>Request for a zone map amendment from CG to MC at approximately 1800 West 700 North.</i>				
<b>General Plan Amendment: WICP West Lindon</b>	July 2015	Mark Weldon	August 11	August 18
<i>Request for a General Plan amendment from commercial to mixed commercial at approximately 1800 West 700 North.</i>				
<b>Site Plan: WICP West Orem</b>	July 2015	Mark Weldon	August 25	N/A
<i>Request for site plan approval of two 50,000 s.f. office buildings at approximately 2500 West 600 North.</i>				
<b>Misc. Application: WICP West Orem</b>	July 2015	Mark Weldon	N/A	N/A
<i>Request for approval of off-site sewer design for an office complex at approximately 2500 West 600 North.</i>				
<b>Site Plan: Performance Motors</b>	August 2015	Brandon Pierce	August 25	N/A
<i>Request for site plan approval of a used car lot at approx. 53 North State Street.</i>				
<b>Site Plan: Lindon Fire Station</b>	August 2015	Adam Cowie	TBD	N/A
<i>Request for site plan approval of a fire station at approximately 100 North State Street.</i>				
<b>NOTE: This Project Tracking List is for reference purposes only. All application review dates are subject to change.</b>				

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

Lindon Gateway II	Freeway Business Park II	Old Station Square Lots 11 & 12
Timpview Business Park Site Plan	Keetch Estates Plat A	Lindon Harbor Industrial Park II
Honeysuckle Estates Subdivision	Pen Minor Subdivision	Green Valley Subdivision
NuStar Site Plan	Joyner Business Park Site Plan	Blackcliff Industrial Park
Murdock Hyundai Plat Amendment	Prodigy Promos Site Plan	Eastlake at Geneva North Plat B
Torgersen Heights Subdivision		Mitchell X Nonconforming Use Alteration
Ferrin Property Line Adjustment		

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@birdseyvertc.com">info@birdseyvertc.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>EDC Utah 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: 121 New residential units: 16	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses: 78 Land Use Applications: 65	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