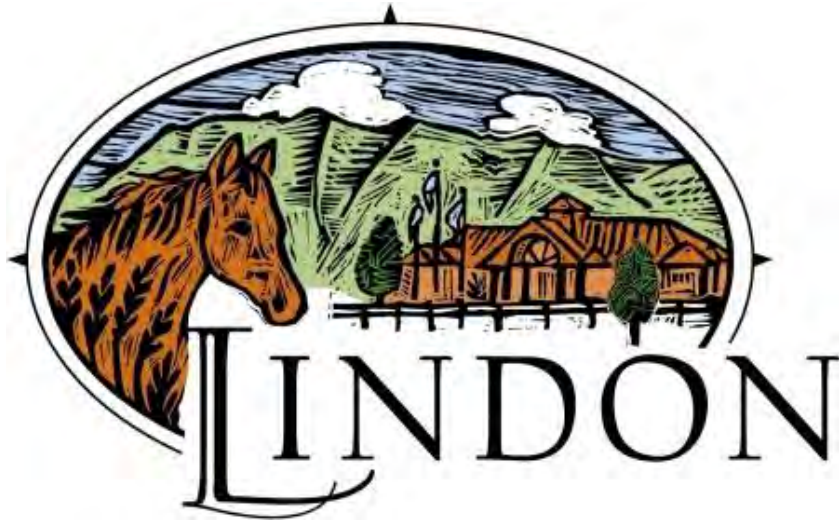


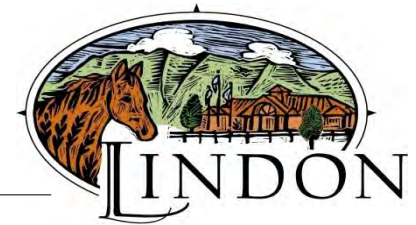
# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

October 16, 2023

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



The Lindon City Council will hold a meeting at **5:15 pm on Monday, October 16, 2023** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at [www.youtube.com/user/LindonCity](http://www.youtube.com/user/LindonCity). The agenda will consist of the following:

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



**REGULAR SESSION – 5:15 P.M.** - Conducting: Carolyn Lundberg, Mayor  
Invocation: Daril Magleby  
Pledge of Allegiance: By invitation

*(Review times are estimates only)*

- 1. Call to Order / Roll Call** *(2 minutes)*
- 2. Presentations and Announcements** *(5 minutes)*
  - a) Comments / Announcements from Mayor and Council members.
- 3. Open Session for Public Comment** *(For items not listed on the agenda)* *(10 minutes)*
- 4. Council Reports** *(20 minutes)*
- 5. Administrator’s Report** *(5 minutes)*
- 6. Approval of Minutes** — The minutes of the regular City Council meeting of October 2, 2023 will be reviewed. *(5 minutes)*
- 7. Consent Agenda** — *(Items do not require public comment or discussion and can all be approved by a single motion.* There were no consent agenda items presented for approval. *(5 minutes)*
- 8. Public Hearing — Ordinance #2023-20-O;** Recommendation from the Planning Commission to the Lindon City Council to modify fines for violations to the zoning, nuisance, building and flood plain ordinances to be in conformance with State Code. *(10 minutes)*
- 9. Public Hearing — Ordinance #2023-21-O;** Recommendation from the Planning Commission to the Lindon City Council to amend the clear view code (17.04.290) to add requirements for driveway clear view areas. *(10 minutes)*
- 10. Public Hearing — Ordinance #2023-17-O;** Recommendation from the Planning Commission to the Lindon City Council for an amendment to Lindon City Code 17.02, 17.80, and the Standard Land Use Table to define, allow, and adopt regulations for short-term rentals within Lindon City. *(20 minutes)*
- 11. Review & Action — Utah County Health Department Grant Agreement.** The City Council will consider for approval & acceptance the Utah County Health Department Grant Agreement for E-Cigarette, Marijuana & Other Drug Prevention to be administered by the Lindon CTC Coalition. *(10 minutes)*
- 12. Public Hearing — FY 2023-24 Budget Amendments, Resolution #2023-18-R.** The City Council will consider for approval Resolution #2023-18-R approving amendments to the FY2023-24 Budget. *(30 minutes)*

**13. Recess to Lindon City Redevelopment Agency Meeting (RDA)**

*(15 minutes)*

**14. Review & Action — Interlocal Sales Tax Pledge Agreement / Bond Parameters Resolution; Resolution #2023-19-R.** Consideration for adoption of a resolution of the City Council of Lindon City, Utah (the “city”), authorizing the form of an Interlocal Sales Tax Pledge Agreement and the issuance of the city obligation created thereunder; fixing the maximum aggregate principal amount of the city obligation, the maximum number of years over which the city obligation may mature, and the maximum interest rate which the city obligation may bear; providing for the publication of a Notice of Public Hearing and bonds to be issued; providing for the running of a contest period and setting of a public hearing date; authorizing and approving the form of the pledge agreement, a general indenture, a supplemental indenture, and other documents required in connection therewith; acknowledging the issuance and sale by the Lindon City Redevelopment Agency, Utah of tax increment and sales tax revenue bonds, Series 2023; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and related matters.

*(5 minutes)*

**15. Review & Action — L3 Communications Use Agreement.** The City Council will consider approval of the L3 Communications Use Agreement.

*(5 minutes)*

## Adjourn

All or a portion of 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 Kathryn Moosman, City Recorder at 801-300-8437, giving at least 24 hours-notice.

### **CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City ([www.lindoncity.org](http://www.lindoncity.org)) websites.

Posted by: /s/ Kathryn Moosman, City Recorder

Date: October 12, 2023; Time: 5:00 p.m.; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

Meetings are typically broadcast live at [www.youtube.com/user/LindonCity](http://www.youtube.com/user/LindonCity)

## **REGULAR SESSION – 5:15 P.M.** - Conducting: Carolyn Lundberg, Mayor

Invocation: Daril Magleby

Pledge: By invitation

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

#### **October 16, 2023 Lindon City Council meeting.**

Carolyn Lundberg

Jake Hoyt

Van Broderick

Mike Vanchiere

Randi Powell

Daril Magleby

### **Item 2 – Presentations and Announcements**

- a) Comments / Announcements from Mayor and Council members.

### **Item 3 – Open Session for Public Comment** *(For items not on the agenda - 10 minutes)*

## **Item 4 - COUNCIL REPORTS:**

*(20 minutes)*

- A) MAG/MPO, COG, UIA, Utah Lake Commission, ULCT, Youth Council, Public Relations (media) – Carolyn Lundberg
- B) Public Works/Eng., Irrigation Co. Representative, Cemetery, Facilities/Building, Planning Commission - Van Broderick
- C) Emergency Management/CERT, Youth Council Lead Advisor, Senior Center, Education Grants - Randi Powell
- D) Lindon Days, Tree Advisory Board, UV Chamber, Historical Commission, 2024 Centennial Celebration - Daril Magleby
- E) Planning/Zoning, Gen. Plan, Economic Dev. PG/Lindon Chamber of Commerce, Transfer Station Board - Mike Vanchiere
- F) Parks, Trails, and Recreation, Police/Fire/EMS, Utah League of Cities & Towns Alternate - Jake Hoyt

## **Item 5 - ADMINISTRATOR'S REPORT**

*(10 minutes)*

### **Misc. Updates:**

- Next regular council meetings: November 6<sup>th</sup> & November 20<sup>th</sup>
- November 2023 newsletter assignment (due last week of October): Juan Garrido
- November 3<sup>rd</sup> 2-4pm, Utah County Health Dept. Vaccination Clinic
- Fall Clean-up (city wide dumpsters), Nov 11th-20th
- Secondary Water will be turned off on or about October 15<sup>th</sup>
- Lindon Life Skills 101 event; Nov 8th; 7pm @ Lindon Community Center
- General Election date: November 21st
- Misc. Items.

## **Item 6 – Approval of Minutes**

- Review and approval of City Council minutes: **October 2, 2023 Regular City Council Minutes will be reviewed.**

2 The Lindon City Council regularly scheduled meeting on **Monday, October 2, 2023, at**  
4 **5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,  
Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

8 Conducting: Carolyn Lundberg, Mayor  
Invocation: Van Broderick, Councilmember  
10 Pledge of Allegiance: Steve Stewart

12 **PRESENT**

Carolyn Lundberg, Mayor  
14 Jake Hoyt, Councilmember  
Van Broderick, Councilmember  
16 Randi Powell, Councilmember  
Daril Magleby, Councilmember  
18 Mike Vanchiere, Councilmember – appeared virtually for RDA  
Adam Cowie, City Administrator  
20 Brian Haws, City Attorney  
Mike Florence, Community Development Dir.  
22 Britni Laidler, Deputy Recorder

**EXCUSED**

Mary Barnes, Associate Planner

- 24 1. **Call to Order/Roll Call** – The meeting was called to order at 5:15 p.m.
- 26 2. **Presentations and Announcements:** There were no presentations or  
announcements at this time.
- 28 3. **Open Session for Public Comment** – Mayor Lundberg called for any public  
30 comments. There were no public comments.
- 32 4. **COUNCIL REPORTS:**

34 **Councilmember Hoyt** – Councilmember Hoyt reported that the Lindon Truck or Treat  
event will be held on October 27<sup>th</sup> stating if the council wants to have a trunk to  
36 participate to let Mr. Bateman at the Parks and Recreation Department know. He then  
stated Lindon Recreation is doing Junior Jazz this year. He also gave the date of the  
38 Christmas Tree Lighting event, which will be held on December 4<sup>th</sup> this year. He then  
stated that if there are any complaints about the new lights at the Anderson Farms  
40 pickleball courts to please let Mr. Bateman know.

42 **Councilmember Vanchiere** – Councilmember Vanchiere was absent.

44 **Councilmember Magleby** – Councilmember Magleby reported that there have been 305  
trees planted in working towards the goal of 1000. He noted that 110 of those were city



2 trees. He then stated that Mr. Bateman anticipates there will be many more in the  
following months to help us hit our 1000 tree planting goal. He then stated that the Tree  
4 Advisory presented 3 families with Yards of the Month. He then presented the Centennial  
coins to the council. He also mentioned that next year we could have an “Open Sky  
6 Drone in December if they can get a donor.

8 **Councilmember Powell**– Councilmember Powell reported that the Youth Council  
elections were held last Monday, stating Jace Anderson was elected Youth Mayor. She  
10 stated she anticipates him doing a great job and states all the youth will do a great job in  
their positions and she looks forward to all they will be doing. She also reported they will  
12 be helping with Meet the Candidates night on October 12<sup>th</sup>. She then stated the Senior  
Center with be having a health fair on the 17<sup>th</sup> noting they will be closed next Monday for  
14 Columbus Day. She then closed by stating they have a HEAT program even on the 12<sup>th</sup>  
from 11:00 AM-1:00 PM and encouraged all who want to participate to schedule a time.

16 **Councilmember Broderick** – Councilmember Broderick thanked the Parks and  
18 Recreation Department for the pickleball nets at Hollow Park. He touched base on having  
attended an Engineering Meeting with Mayor Lundberg and Adam Cowie, and expressed  
20 his love and appreciation for city staff. He stated the City Cemetery building is done and  
he really likes the way it looks. He asked Mr. Cowie if they could perhaps do a tour of  
22 the new building. Mr. Cowie stated they will reach out and get that scheduled.

24 **Mayor Lundberg** – Mayor Lundberg had nothing to report at this time.

26 **Administrator’s Report:** Mr. Cowie reported on the following items.

28 **Misc. Updates:**

- 30 • Next regular council meetings: October 16th & November 6th
- November 2023 newsletter assignment (due last week of October): Juan Garrido
- 32 • Fall Clean-up (city wide dumpsters), Nov 11th-20<sup>th</sup>
- Secondary Water will be turned off on or about October 15th
- 34 • Meet the Candidates Night – October 12th at 7 pm; City Council Chambers
- Lindon Life Skills 101 event; Nov 8th; 7pm @ Lindon Community Center
- 36 • General Election date: November 21st
- Misc. Items.

38 **6. Approval of Minutes** – The minutes of the regular City Council meeting of  
September 18, 2023 will be reviewed.

40  
42 COUNCILMEMBER POWELL TO APPROVE THE MINUTES OF THE  
REGULAR CITY COUNCIL MEETING OF SEPTEMBER 18, 2023 AS PRESENTED.  
44 COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

2 COUNCILMEMBER HOYT AYE  
COUNCILMEMBER BRODERICK AYE  
4 COUNCILMEMBER MAGLEBY AYE  
COUNCILMEMBER POWELL AYE  
6 THE MOTION CARRIED UNANIMOUSLY.

8 **7. Consent Agenda Items** – There were no consent agenda items.

10 **CURRENT BUSINESS**

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

14 COUNCILMEMBER POWELL MOVED TO RECESS THE LINDON CITY  
COUNCIL MEETING AND CONVENE AS THE LINDON CITY RDA.  
16 COUNCILMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

18 COUNCILMEMBER POWELL AYE  
COUNCILMEMBER MAGLEBY AYE  
20 COUNCILMEMBER BRODERICK AYE  
COUNCILMEMBER HOYT AYE

22 THE MOTION CARRIED UNANIMOUSLY.

24 BOARDMEMBER POWELL MOVED TO ADJOURN THE LINDON RDA  
MEETING AND RECONVENE THE LINDON CITY COUNCIL MEETING.  
26 BOARDMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

28 BOARDMEMBER POWELL AYE  
BOARDMEMBER VANCHIERE AYE  
30 BOARDMEMBER MAGLEBY AYE  
BOARDMEMBER BRODERICK AYE  
32 BOARDMEMBER HOYT AYE

THE MOTION CARRIED UNANIMOUSLY.

34 **9. Review & Action (Continued) — Resolution #2023-17-R;** Intent to provide  
36 financial backstop to the Lindon City RDA for purchase of property on 700  
North.

38  
40 Mr. Cowie presented this item stating this is recognition that the CDA/RDA isn't  
generating enough money to cover this cost. This would allow the intent for the city to  
provide a financial backstop.

42 Mayor Lundberg called for any further comments. Hearing none she called for a  
motion to close the public hearing.

44

2 COUNCILMEMBER MAGLEBY MOVED TO APPROVE RESOLUTION #2023-  
4 17-R, APPROVING THE INTENT TO PROVIDE FINANCIAL BACKSTOP TO THE  
LINDON CITY RDA FOR PURCHASE OF PROPERTY ON 700 NORTH AS  
PRESENTED. COUNCILMEMBER VANCHEIRE SECONDED THE MOTION. THE  
6 VOTE WAS RECORDED AS FOLLOWS:

8 COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER MAGLEBY	AYE
10 COUNCILMEMBER BRODERICK	NAY
COUNCILMEMBER HOYT	NAY

12 THE MOTION CARRIED 3 TO 2.

14 **10. Review & Action — Bid Awards for Canal Drive and Center Street Road &**  
**Utilities Projects.** The City Council will consider for approval the bid awards for  
16 the Canal Drive and Center Street Road and Utilities Projects.

18 Mr. Cowie led this agenda item. He presented the two projects in discussion  
explaining what the bids all entail. The first bid is the replacement of the water lines on  
20 Canal Drive. Mr. Cowie then noted that this bid is so low because it does not include the  
patching of the roads immediately afterwards. Noah Gordon, City Engineer let the  
22 council know that this project is a winter project and voiced hope that the weather won't  
be as bad this year as last year, so it won't cause too much of an issue. He stated they will  
24 be doing asphalt millings and watch it through the winter. He noted that the road will be  
fixed after winter when other roads are completed.

26 Mr. Cowie then presented the second bid for the water line replacement on Main  
28 Street and Center Street. Mr. Gordon stated the reason this bid is so high is due to the  
patching that will be done and the traffic control that will be needed due to the increased  
30 traffic on that road. He then stated the reason for this being done is the water pipeline is  
eroding due to the corrosive soil around it.

32 Following general discussion, Mayor Lundberg called for any further comments.  
34 Hearing none she called for a motion.

36 COUNCILMEMBER POWELL MOVED TO APPROVE THE BID AWARDS  
FOR CANAL DRIVE AND CENTER STREET ROAD & UTILITIES PROJECTS AS  
38 PRESENTED. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. THE  
VOTE WAS RECORDED AS FOLLOWS:

40 COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE
42 COUNCILMEMBER MAGLEBY	AYE
COUNCILMEMBER BRODERICK	AYE
44 COUNCILMEMBER HOYT	AYE

THE MOTION CARRIED UNANIMOUSLY.

2       **11. Discussion Item (Continued) — Mini Round-About.** The City Engineers will  
4       present information about mini roundabouts and how they may be used to help  
      improve traffic flow and increase pedestrian safety in certain areas of the city.

6       Trent Andrus, Staff Engineer, presented this item. He started by presenting a table  
8       showing how larger vehicles and those with trailers will function with mini roundabouts  
      verses bulb outs. Mr. Andrus then presented information on the rating of both of those  
10      items in comparison. Mr. Andrus went on to present crash data analysis on the 400 N and  
12      Center Street intersection stating there were a total of 22. Of those 22 crashes, 19 of them  
14      were intersection related noting that that analysis noted that of the 22 crashes, 14 of them  
      could have been avoided with a roundabout or signal installed. Mr. Andrus then  
      presented a video on mini roundabouts to the council that showed appearance and how  
      larger vehicles maneuver them.

16      Councilmember Magleby voiced his agreement for roundabouts, and how well  
18      they can work once you get used to them. Councilmember Powell commented she thinks  
20      they are nice; however, she is concerned that if it becomes more of a yield instead of a  
      stop sign and if it could cause people to drive faster down that road. She stated she would  
22      like to increase education on the mini roundabouts for citizens if we go with these.  
24      Councilmember Broderick asked Mr. Andrus why he thinks no other cities in this area  
      have had mini roundabouts. Mr. Andrus stated it is likely due to the fact that this is still  
      quite a new concept. Councilmember Broderick then stated he likes the concept and likes  
      that the mini roundabouts are easier for larger vehicles to navigate.

26      Following some additional discussion, the council was in agreement to continue  
28      this item for further discussion.

30      Mayor Lundberg called for any further discussion or comments from the Council.  
      Hearing none she moved on to the next agenda item.

32      **12. Public Hearing — Ordinance #2023-14-O; Public hearing to amend LCC**  
34      **17.04.220 and LCC Title 44, Single Family Residential.** Lindon City requests  
36      ordinance changes to single-family residential zoning codes to incorporate by  
      reference all single-family zoning districts as well as adopt and clarify single  
      family development requirements for the Anderson Farms Planned Development,  
      R3 Overlay, and Planned Residential Development single family zones.

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

42      Mike Florence, Community Development Director presented this item stating  
44      Chapter 17.44 of the Lindon City only covers the R1-20 and R1-12 zones, which are the  
      more traditional single-family zones within the city. Since the creation of 17.44, three  
      other zones have been added to the city code with their own, albeit often smaller, single

2 family residential uses. These three zones are: 1. The Anderson Farms Planned  
 4 Development zone (AFPD) (17.41). 2. R3-Overlay zone (R3) (17.45). 3. The Planned  
 6 Residential Development Overlay zone (PRD) (17.76). He noted all three of these new  
 zones have single-family residential components to them, but they are not included in the  
 single-family residential code chapter.

8 Mr. Florence then stated that instead of amending 17.41, 17.45, and 17.76 with  
 the same information, staff is proposing to add the single-family components of each of  
 10 these zones to Chapter 17.44, while also providing for some requirements that are more  
 12 tailored towards smaller single-family lots. In the Anderson Farms Development  
 Agreement, it states that anything that is not specifically covered in the development  
 14 agreement will be governed by the city code. Therefore, some of the requirements within  
 17.44 Single Family Residential have been applied to the AFPD homes. However, this  
 16 has become an issue because 17.44 was created for the R1 zones, which have larger lots  
 and setbacks. He noted that absolutely no changes are being made to the requirements in  
 the R1-20 and R1-12 zone and that this ordinance amendment is simply adding language  
 18 about the other single-family zones in the city.

20 Mr. Florence went on to say that this ordinance amendment strictly affects the  
 single-family residential lots within these three zones. A benefit to this ordinance  
 22 amendment will be that if a home builder, developer, or future resident is looking for the  
 requirements to build a single-family home in one of these zones, it will be easier to find  
 24 the requirements because they are easily laid out in one single-family residential code  
 chapter. He noted this ordinance amendment includes the “general provision” of  
 26 projections into yards, which is in found in 17.04.220. Currently, this general provision  
 does not reflect the current code. The amendment will simply refer to 17.44.090 for the  
 28 projections into yards code.

30 Mr. Florence then presented the terms of the ordinance, with attention to the  
 setback requirements. He then went on to present the table included in the staff report of  
 what other cities currently do and showed that those numbers are varied, so it really is up  
 32 to each city to decide what works best for them.

	Staircases	Decks/balconies	Patio	Cantilevers, architectural projections	Setbacks (general)
Provo	Can project 4 ft into a rear and front yard, 2 ft into a side yard.	Can project 4 ft into a back and front yard, 2 ft into a side yard.	Can project 12' into a min rear yard	4 ft into a back and front yard, 2 ft into a side yard.	Front: 23' Rear: 20' Side: 10' Street side: 23'
Springville	5' into front yard, 2' into a side yard, and 10' into the rear yard	5' into front yard, 2' into a side yards and 10' into the rear yard	5' into any front yard, 2' into any side yard and no closer than 15' from the rear lot line.	2 ft into any required yard	Front: 25' Rear: 25-30' Side: 8-10' Street side: 20'
Lehi	3' into any yard	Balconies can project 3' into any yard.		1' into side and rear yards	Front: 25' Rear: 30' Side: 10'
Orem	2' into any yard	Can go to property line if less than 18" tall.	Can go to property line if less than 18" tall.	2' into any yard	Front: 22.5' Rear: 22.5' Side: 5-15'
Pleasant Grove	4' into front and rear yard, 2' into side yard.	12' into rear yard.	12' into rear yard.	4' into front and rear yard, 2' into side yard.	Front: 25' Rear: 25' Side: 10'
Eagle Mountain	Do not allow staircases to project into any required yards	5-10' projection into yards depending on lot size		1'-2' into front, rear, and side yard.	Front: 25-15' Rear: 25-20' Side: 8-10' Street side: 15'
Payson	Do not allow to project into any required yards	5' into front setback, may go up to 15' away from rear property line.	At a minimum, must stay 5' away from property line	4' into front and rear yard, 2' into side yard.	Front: 25' Rear: 25' Side: 8' Street side: 20'

2 Mr. Florence let the commission know that Ms. Barnes has done a lot of research  
4 on this and has visited a lot of developments to make sure they have as much information  
as they can.

6 Mayor Lundberg called for any further public comments. Hearing none she called  
8 for a motion to close the public hearing.

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

14 Mayor Lundberg called for any further discussion or comments from the Council.  
Hearing none she called for a motion.

16 COUNCILMEMBER HOYT MOVED TO APPROVE ORDINANCE #2023-14-  
O AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION.  
18 THE VOTE WAS RECORDED AS FOLLOWS:  
COUNCILMEMBER HOYT AYE  
20 COUNCILMEMBER BRODERICK AYE  
COUNCILMEMBER POWELL AYE  
22 COUNCILMEMBER VANCHIERE AYE  
THE MOTION CARRIED UNANIMOUSLY

24 Mayor Lundberg called for any further discussion or comments from the Council.  
26 Hearing none she called for a motion to adjourn.

28 **Adjourn** –

30 COUNCILMEMBER POWELL MOVED TO ADJOURN THE MEETING AT  
8:30 PM. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL  
32 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

34 Approved – October 16, 2023

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38 

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Kathryn A. Moosman, City Recorder

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42 

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Carolyn Lundberg Mayor

**Item 7 – Consent Agenda** – Consent agenda may contain items which have been discussed beforehand and/or do not require significant discussion, or are administrative in nature, or do not require public comment. The Council may approve all Consent Agenda items in one motion, or may discuss individual items as needed and act on them separately.

*There were no consent agenda items presented for approval.*

**8. Public Hearing — Ordinance #2023-20-O;** Recommendation from the Planning Commission to the Lindon City Council to modify fines for violations to the zoning, nuisance, building and flood plain ordinances to be in conformance with State Code. *(10 minutes)*

**Sample Motion:** I move to *(approve, reject)* Ordinance #2023-20-O to modify fines for violations to the zoning, nuisance, building and flood plain ordinances *(as presented or amended)*.



# Ordinance Amendment – 8.20.090, 15.04.050, 17.04.410, 17.62.17 – Nuisance, Building and Zoning Violation Fines

**Date:** October 16, 2023

**Applicant:** Lindon City

**Presenting Staff:** Mary Barnes

**Type of Decision:** Legislative

**City File Number:** 23-025-8

**Council Action Required:** Yes, the planning commission unanimously approved this application with a positive recommendation.

## MOTION

I move to (*approve, deny, or continue*) ordinance amendment 2023-20-O (*as presented, or with changes*).

## Overview:

- Utah State Code section 10-3-703 imposes limits and conditions on the fines and penalties that a municipality can impose for violations of city ordinances.
  - “A municipality may not impose a criminal penalty greater than an infraction for a violation pertaining to an individual’s use of the individual’s residence”
  - “A governing body may prescribe a civil penalty for the violation of any municipal ordinance by a fine not to exceed the maximum Class B misdemeanor fine”
  - “A municipality may not issue more than one infraction within a 14-day period for a violation that is ongoing”
- In the past, the violation of a municipal ordinance was a Class B or C misdemeanor. This change in state code reduced that to an infraction. However, the fines can be at a Class B misdemeanor level, and can only be required every 14 days of an ongoing violation.
  - The maximum fine for a Class B misdemeanor is \$1000
- The current fines for nuisance, building, and zoning violations are as follows: \$200 per violation per day that the violation is ongoing within a residential zone, and \$400 per violation per day that the violation is ongoing within a non-residential zone.
  - This means that after the code enforcement process has taken place, and if the offender has not remedied the issue, the offender will be charged \$200 a day for every day that that issue persists if it’s in a residential zone.
- This ordinance amendment would change the code violation fines from the current \$200/\$400 a day to \$1000 per violation for every 14 days that the violation continues in non-residential areas, and \$500 per violation for every 14 days that the violation continues in residential areas.
  - It continues the tradition of allowing a lower fine for violations in residential areas.
- This ordinance amendment will ensure that our code stays up to date with the state code.
- Lindon code enforcement has been following the state code for the past year in the various notices that have been sent out. This ordinance amendment will clean up the violation fines language to ensure that the City Code matches the code enforcement process.
- This ordinance amendment would amend any language in the code that mentions the \$200/\$400 a day fine. That would be in 4 areas:
  - 8.20.090, or the nuisance code
  - 15.04.050, or the building code. Of course, the International Building Code has its guidelines for violations, especially if there is an emergency with an out-of-compliance building. This would simply apply to any municipal code enforcement.
  - 17.04.410, or the zoning violation code.
  - 17.62.170, or the floodplain code within the zoning chapter.

**Staff Analysis:**

This is an ordinance amendment that has been needed for a while. Code enforcement is already a delicate process, so ensuring that the code matches the current process and State Code is of utmost importance. The city attorney was able to lend help with the draft ordinance to ensure it covers all of our bases. With this ordinance amendment, there will be a little more direction for code enforcement in the city, and it will help to eliminate confusion for any Lindon residents or staff.

The planning commission unanimously recommended approval on September 26, 2023.

**Exhibits**

1. Draft ordinance

ORDINANCE NO. 2023-20-O

AN ORDINANCE AMENDING SUBSECTION 8.20.090(2), SECTION 15.04.050, SECTION 17.04.410, AND SECTION 17.62.170 OF THE LINDON CITY CODE, SO AS TO BRING THE PENALTIES IMPOSED BY THE CITY FOR NUISANCE, BUILDING AND ZONING VIOLATIONS INTO HARMONY WITH THE STATE STANDARDS FOR THE IMPOSITION OF FINES AND FEES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 10-3-703 of the Utah Code imposed limits and conditions on the fines and penalties that a municipality can impose for violations of city ordinances; and

WHEREAS, this Section limits the number of penalties that can be imposed for ongoing violations to only one violation within a 14-day time; and

WHEREAS, nuisance and zoning offenses often involve ongoing violations, and currently Subsection 8.20.090, Section 15.04.050, Section 17.04.410, and Section 17.62.170 allow for the imposition of a penalty for each day the violation occurs; and

WHEREAS, the Lindon City Council finds it proper and just to bring the City Code into conformance with the State standards,

WHEREAS, on September 26, 2023, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed ordinance amendment and recommended that the City Council adopt the attached ordinance;

WHEREAS, the Council held a public hearing on \_\_\_\_\_, to consider the recommendation and the Council received and considered all public comments that were made therein.

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

**PART ONE: AMENDMENT OF SUBSECTION 8.20.090(2) OF THE LINDON CITY CODE**

Subsection 8.0.090.(2) of the Lindon City Code is amended as follows:

2. *Administrative Citation.* When the city is unable to secure a voluntary correction agreement, or if a responsible party fails to successfully complete a voluntary correction agreement, the health and safety officer may issue an administrative citation to the owner and/or responsible party as follow:

a. *Order of Abatement.* If abatement cannot be achieved through a voluntary correction agreement, or as otherwise authorized in this chapter, the health and safety officer shall issue an administrative citation, with an order that the nuisance be abated, setting forth the terms and condition which must be followed to bring the subject property back into compliance with this chapter, including a specific time frame for complying with the order.

b. *Content of Citation.* The administrative citation shall contain the following information:

i. the name and address of the owner and/or responsible party;

ii. The street address of the nuisance or a description sufficient for identifying the building, structure, property or land upon or within which the nuisance is occurring;

- iii. A description of the nuisance;
- iv. The required corrective action;
- v. The completion date for correcting the nuisance;
- 1. Except in the case of an emergency, the health and safety officer shall allow a reasonable time to abate a nuisance, which shall be a minimum of at least ten (10) days;
- vi. Notice that administrative fees may be assessed if the conditions of the administrative citation are not met, including a statement of the maximum daily fee which may be imposed;
- vii. The citation shall include a statement that monetary penalty or fee will be waived if the required corrective actions are completed in a timely manner.
  - 1. The statement on the waiver of penalties and fees shall not be included in an administrative citation that is being issued after an owner or responsible party has failed to comply with the terms of a voluntary correction agreement;
- viii. Notice that, in addition to the administrative citation fee, the city may bring criminal charges of maintaining a nuisance, an infraction, if the nuisance continues beyond the completion date, and that ~~each day the nuisance continues beyond the completion date may be charged as a separate offense~~ a separate criminal offense may be charged once for every fourteen (14) day period the that the violation continues;
- ix. Notice that the city may abate the nuisance and charge the responsible party for all abatement costs if the responsible party does not correct the nuisance by the completion date; and
- x. Notice of the right to appeal, including the procedure for filing an appeal.

c. *Imposition of Administrative Fees.* The city may impose an administrative citation fee ~~in the amount of two hundred dollars (\$200.00) a day~~ of up to five hundred dollars (\$500) for each fourteen (14) day period the violation continues in a residential zone, ~~and four hundred dollars (\$400.00) a day~~ and up to one thousand dollars (\$1000) for each fourteen (14) day period the violation continues in a nonresidential zone.

- i. A fee may not be imposed if the nuisance is abated by the completion date required in the citation.
- ii. If the administrative citation is issued after an owner or responsible party fails to comply with a voluntary correction agreement, fees may be imposed beginning on the date the citation is issued.
- iii. The administrative citation fee may be imposed once for every fourteen (14) day period ~~for each day~~ the nuisance continues beyond the completion date required and set forth in the citation or in the voluntary correction agreement.

d. *Administrative Citation After Failure to Complete a Voluntary Correction Agreement.* If an owner or responsible party has entered into a voluntary correction agreement with the city, but has failed to abate the nuisance pursuant to the terms of that agreement, the health and safety officer

may issue an administrative citation and immediately impose fees in the amounts provided for in this subsection. The health and safety officer shall not be required to grant any additional time to abate the nuisance than was previously provided in the voluntary correction agreement.

e. *Administrative Citation Without Seeking a Voluntary Correction Agreement.* The health and safety officer may issue an administrative citation without first seeking to secure a voluntary correction agreement in the following circumstances:

i. When the health and safety officer determines that there is an emergency which presents a clear and present threat to the health, safety or welfare of the public; or

ii. When a responsible party has a history of two (2) or more events in which they have allowed a nuisance to occur. This shall include owners who have allowed multiple tenants to create or maintain a nuisance on property they own or control.

f. *Notice of Administrative Citation.* The health and safety officer shall serve the administrative citation on the responsible party and the owner pursuant to the requirements of Section 8.20.080.

**PART TWO: AMENDMENT OF SECTION 15.04.050 OF THE LINDON CITY CODE.**

1. Any person, firm, entity, or corporation, whether as principal, agent or employee, who violates or causes the violation of any of the provisions of this Title shall be guilty of a Class C misdemeanor. For purposes of enforcement under this Section, the provisions of this Title shall include the provisions, requirements and restrictions of all of the codes and regulations referenced and adopted in Title 15. ~~Each day a violation of this Title continues shall constitute a separate offense. A separate criminal offense may be charged once for every fourteen (14) day period the that the violation continues.~~
2. In addition, Lindon City by action of the City Council, may institute an injunction, mandamus, abatement, or any other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration, or maintenance:
3. *Notice.*
  - a. Upon inspection and discovery that any provision of this Title is being violated, the Building Official, or his agent, shall provide a written notice of violation and order to the property owner and to any other party who may be responsible for the violation.
  - b. Each written notice and order shall: (1) indicate the nature of the violation; (2) order the action necessary to correct the violation; (3) give information regarding the established warning period for the violation; and (4) state the action the Building Official intends to take if the violation is not corrected within the warning period.
  - c. The written notice shall be delivered personally or mailed to the property owner, as shown on the records of the county recorder, and to any other person who may be responsible for the violation. Receipt of notice shall be deemed to occur upon the earlier of the date written notice is delivered or three days after the notice is mailed as provided herein.
  - d. The written notice shall serve to start any warning periods provided in this Section commencing upon receipt of notice. If the violation remains uncured

within five days after the expiration of the warning period, a second notice shall serve to start the civil penalties after the expiration of the warning period established in this Section.

4. *Warning Period.* There shall be a 28-day Warning period for all violations of this Title, except as provided in Subsection 3e of this Section.
5. *Civil Penalties.* Violations of the provisions of this Title shall result in the following civil penalties, after expiration of the warning period established herein:
  - a. For violations in residential zones, or residential use, ~~a civil penalty of \$200 per day, up to five hundred dollars (\$500) for each fourteen (14) day period the violation continues.~~
  - b. For violations in all non-residential zones, or non-residential use, ~~a civil penalty of \$400 per day, up to one thousand dollars (\$1,000) for each fourteen (14) day period the violation continues.~~
  - c. Each ~~day fourteen (14) day period~~ a violation is continued or maintained after receipt of notice shall give rise to a separate civil penalty for each ~~day of~~ violation.
6. *Violation Appeal Procedures.*
  - a. An appeal of a violation determination and/or suggested action by the City shall follow the appeal procedures outlined in LCC 17.09, except that:
    - i. The Appeal Authority for violation determinations shall be the City Council, and
    - ii. the appeal period (time to appeal) shall be valid for no longer that 10 days after expiration of the Warning Period. No appeals will be accepted after expiration of the appeal period.
7. *Collection of Civil Penalties.* Collection of civil penalties imposed under this Section may be collected by Lindon City as provided for in Title 1, Chapter 18 of this Code. Forbearance by the Building Official to collect civil penalties shall not relieve the responsibility to pay any penalty, to cure the violation, nor shall it require the City to reissue any of the notices required by this Section.
8. *Nonexclusive Remedies.* Any one, all or any combination of the penalties and remedies set forth in this Section, or any other Sections of Title 15 or the code and regulations adopted thereby, may be used to enforce the provisions of this Title.

**PART THREE: AMENDMENT OF SECTION 17.04.410 OF THE LINDON CITY CODE.**

**17.04.410 Violation—Notice—Penalties.**

1. Any person, firm, entity, or corporation, whether as principal, agent or employee, who violates or causes the violation of any of the provisions of this Title shall be guilty of ~~a Class C misdemeanor or an Infraction~~ and upon conviction thereof shall be punished as provided by law. ~~Each day a violation of this Title continues shall constitute a separate offense. For ongoing violations, a separate offense may be charged once for every fourteen (14) day period the violation continues.~~
2. In addition, the following may institute injunction, mandamus, abatement, or any other appropriate action or proceeding to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration, or maintenance or use:
  - a. Lindon City by action of the City Council;

- b. Any owner of real estate within the zoning district in which an alleged violation of this division has occurred.
3. Notice.
- a. Upon inspection and discovery that any provision of this Title is being violated, the Zoning Administrator, or his agent, shall provide a written notice of violation and order to the property owner and to any other party who may be responsible for the violation.
  - b. Each written notice and order shall: (1) indicate the nature of the violation; (2) order the action necessary to correct the violation; (3) give information regarding the established warning period for the violation; and (4) state the action the Zoning Administrator intends to take if the violation is not corrected within the warning period.
  - c. The written notice shall be delivered personally or mailed to the property owner, as shown on the records of the county recorder, and to any other person who may be responsible for the violation. Receipt of notice shall be deemed to occur upon the earlier of the date written notice is delivered or three days after the notice is mailed as provided herein.
  - d. The written notice shall serve to start any warning periods provided in this Section commencing upon receipt of notice. If the violation remains uncured within five days after the expiration of the warning period, a second notice shall serve to start the civil penalties after the expiration of the warning period established in this Section.
  - e. In cases where the Zoning Administrator determines that a delay of enforcement would pose a danger to the public health, safety or welfare, or would otherwise compromise the effective enforcement of this Title, the Zoning Administrator may seek immediate enforcement without prior written notice by instituting any of the remedies, other than civil penalties, authorized by this Section.
4. *Warning Period.* There shall be a 28-day warning period for all violations of this Title, except as provided in Subsection (3)(e) of this Section.
5. *Civil Penalties.* Violations of the provisions of this Title ~~shall~~ may result in the imposition of the following civil penalties, after expiration of the warning period established herein.
- a. For violations in residential zones, or residential use, a civil penalty of \$200 per day up to five hundred dollars (\$500) for each fourteen (14) day period the violation continues.
  - b. For violations in all non-residential zones, or non-residential use, a civil penalty of \$400 per day up to one thousand dollars (\$1,000) for each fourteen (14) day period the violation continues.
  - c. Each day fourteen (14) day a violation is continued or maintained after receipt of notice shall give rise to a separate civil penalty for each ~~day of~~ violation.
6. *Violation Appeal Procedures.*
- a. An appeal of a violation determination and/or suggested action by the City shall follow the appeal procedures outlined in LCC 17.09, except that:
    - i. the Appeal Authority for violation determinations shall be the City Council, and

- ii. the appeal period (time to appeal) shall be valid for no longer that 10 days after expiration of the warning period. No appeals will be accepted after expiration of the appeal period.

7. *Collection of Civil Penalties.* Collection of civil penalties imposed under this Section may be collected by Lindon City as provided for in Title 1, Chapter 18 of this Code. Forbearance by the Zoning Administrator to collect civil penalties shall not relieve the responsibility to pay any penalty, to cure the violation, nor shall it require the City to reissue any of the notices required by this Section

8. *Nonexclusive Remedies.* Any one, all or any combination of the penalties and remedies set forth in this Section, or any other Sections of Title 15 or the code and regulations adopted thereby, may be used to enforce the provisions of this Title.

**PART FOUR: AMENDMENT OF SECTION 17.62.170 OF THE LINDON CITY CODE.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute ~~a Class C misdemeanor~~ an infraction. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined ~~not more than two hundred dollars (\$200.00) up to five hundred dollars (\$500) for each fourteen (14) day period the violation continues~~ in a residential zone, ~~and four hundred dollars (\$400.00) up to one thousand dollars (\$1,000) for each fourteen (14) day period the violation continues~~ in a commercial or industrial zone, ~~for each violation assessed daily~~; and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Lindon City from taking such other lawful action as is necessary to prevent or remedy any violation.

**PART FIVE: Severability.**

Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**PART SIX: Effective Date.**

Ordinance No. \_\_\_\_\_ shall take effect immediately upon its passage and posting as provided by law.

PASSED AND APPROVED AND MADE EFFECTIVE by the City Council of Lindon City,

Utah, this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
CAROLYN LUNDBERG  
Lindon City Mayor



ATTEST:

\_\_\_\_\_,  
Kathryn Moosman  
City Recorder

- 9. Public Hearing — Ordinance #2023-21-O;** Recommendation from the Planning Commission to the Lindon City Council to amend the clear view code (17.04.290) to add requirements for driveway clear view areas. *(10 minutes)*

**Sample Motion:** I move to *(approve, reject)* Ordinance #2023-21-O to amend the clear view code (17.04.290) to add requirements for driveway clear view areas *(as presented or amended)*.

# Ordinance Amendment – 17.04.290 Clear View for Driveways

Date: October 16, 2023  
Applicant: Lindon City  
Presenting Staff: Mary Barnes

Type of Decision: Legislative  
City File Number: 23-029-8

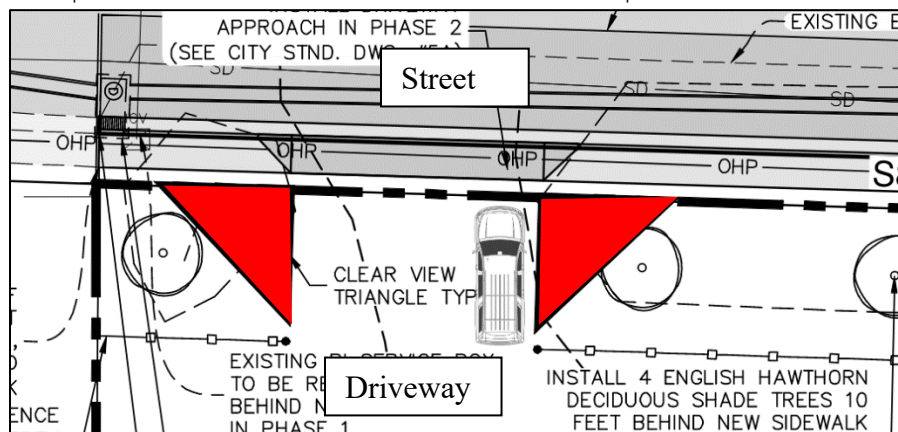
Council Action Required: Yes, the planning commission unanimously recommended approval.

## MOTION

I move to (*approve, deny, or continue*) ordinance 2023-21-O (*as presented, or with changes*).

## Overview:

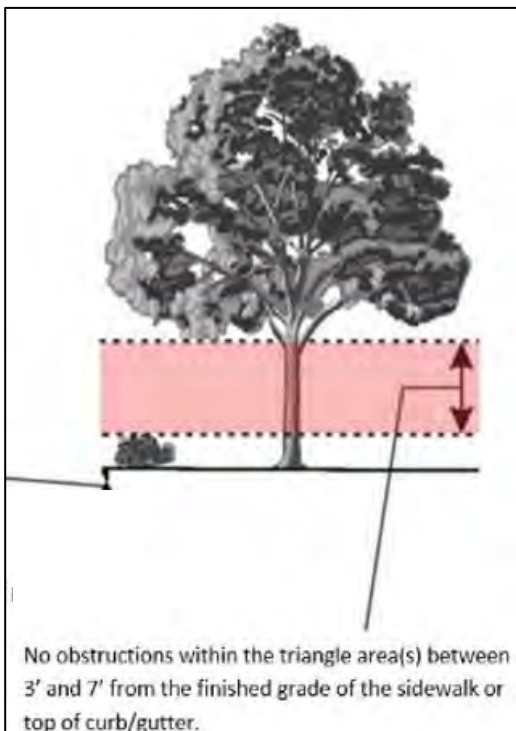
- The clear view or clear vision area is a triangular area without obstruction to preserve a safe sight distance for automobile drivers that enter intersections.
- Currently, Lindon City **code has a 40' clear view triangle requirement for corner lots, meaning** that corner lots are not permitted to have sight-obstructing materials, like solid fences or dense landscaping, on the corner of their lot. When drivers enter an intersection, they must be able to see past or through the corner to avoid any accidents with oncoming traffic.
  - Please see attached Figure 17.04.310 **for an example of the 40' clear view**. The red triangle area on the street corner.
  - Most cities in Utah have a **required 40' clear view triangle**.
- Another important clear view area on a property surrounds the driveway. As homeowners or those leaving commercial properties need to have adequate time to see pedestrians or vehicles on the street. This is also a safety measure for any active transportation users that use walks, bike, skateboard, etc. Ensuring that automobile drivers have a clear view area to decrease the likelihood of an accident.
  - In commercial areas, this would also apply to things like signs, fences, or vegetation, as well as pedestrians. Please see a commercial example below:



- Another reason why this is important is because it provides staff direction. Staff has been using **this 15' clear view for driveways for a while, as a best practice when confronted with questions** with sight-obscuring fencing next to driveways or for commercial signage. In Lindon, people must apply for a fence permit if they want a taller fence to be within their front yard or corner street side yard. This will ensure that any fences in a front yard must be see-through (like a chain-link or 3-rail) or at most 3 ft tall within the clear view driveway area. Of course, it is much easier to enforce a best practice when it has supporting code language. Also, this will help to direct staff when reviewing new commercial plans, signage permits, where to place postal easements on subdivision plats, etc.

- The Utah state legislature has made a push for cities to adopt more plain language for their standards. This ordinance amendment would take some discretion away from the city, but it would also eliminate confusion and ensure that the standards are clearer for homeowners, contractors, and developers.
- The city engineers have worked closely with the planning staff on what the clear view distance requirements. After looking at the length of a suburban (about 18.7 ft) and a sprinter van (the longest possible is 22 ft), **the engineers determined that a 15' triangle** would cover most bases for residential clear view.
- Commercial or industrial driveways would typically see larger vehicles, like semis or box trucks, other delivery vehicles, and normal customer cars. Generally, commercial and industrial lots and buildings have been configured to allow adequate traffic circulation, to specifically allow larger vehicles to turn around inside the lot. This is intended to ensure that these larger vehicles can leave a lot without having to back out. The height of large vehicles would also help the driver **to be able to see over obstructions that are outside of the 15' clear view triangles**. Therefore, city staff is also proposing a **15' clear view triangle for commercial and industrial zones**.
- This would only apply to new development, construction, or improvements.

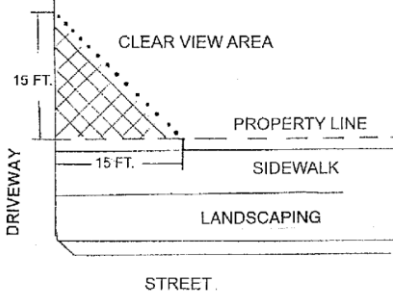
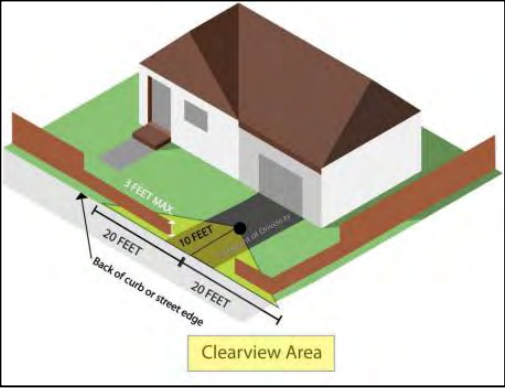
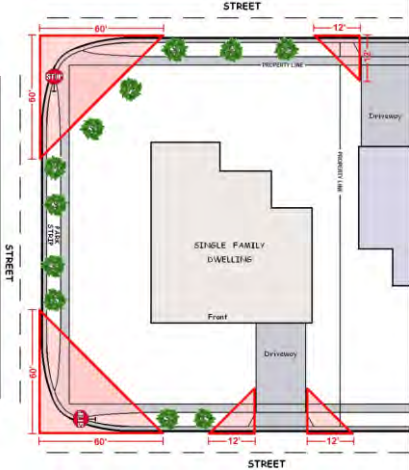
### Vegetation



The clear view for corner lots code language has not been updated since at least 1985. Right now, it talks about an **exception process for a “reasonable number of trees or other vegetation pruned so as to permit unobstructed vision to drivers”**. **To take away that general language, staff is proposing to implement standards similar to Clearfield’s driveway clear view standards.** With this amendment, staff is proposing to limit vegetation to a maximum of 3 ft in height, and trees to be pruned at least 7 ft above the right of way. Please see the illustration as an example.

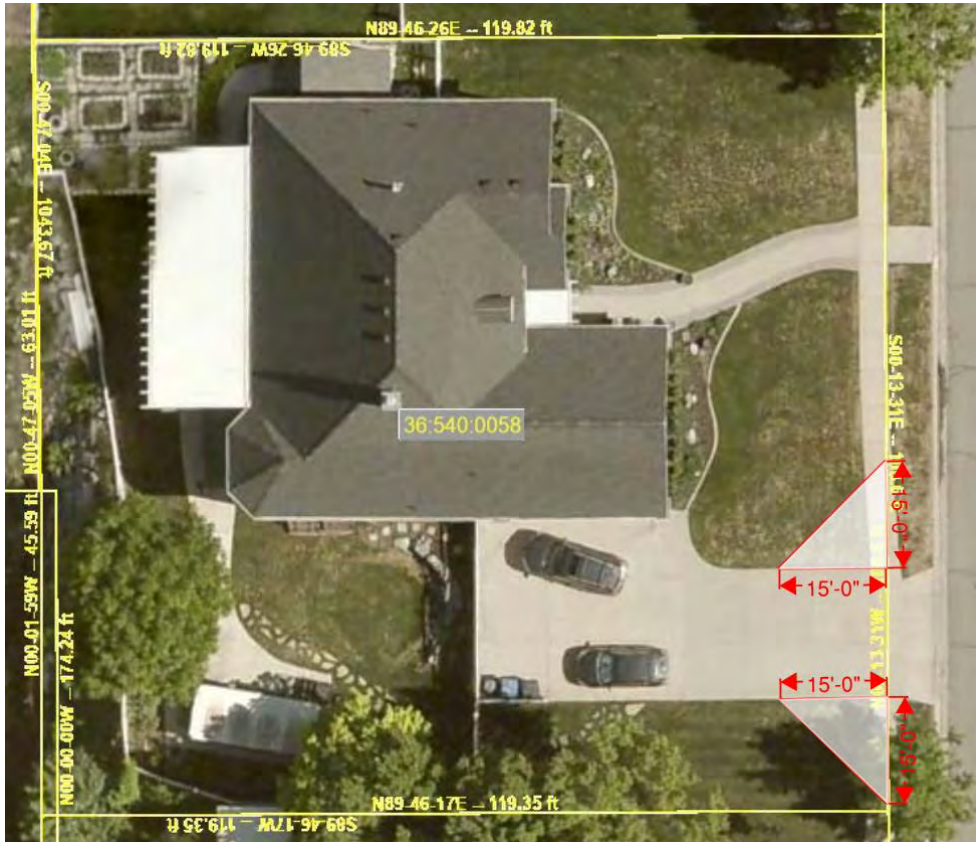
## Research on Other Cities

Many other cities have similar requirements, although there does not seem to be a consensus on the clear view distance for driveways, or where the clear view is measured from. Please see the table below:

City	Clear view distance	Where clear view is measured from	Example graphic from the city codes.
Holladay	15'	Property line	 <p>The diagram shows a cross-section of a property. A driveway is on the left. A property line is indicated by a dashed line. To the right of the property line is a sidewalk and then landscaping. The street is at the bottom. A clear view area is shown as a shaded triangular region starting from the property line and extending 15 feet horizontally to the street. The vertical height of this area is also labeled as 15 feet.</p>
Millcreek	10'/20'	Edge of curb	 <p>The diagram is a 3D perspective view of a house with a driveway. A yellow shaded area represents the clear view area. It extends 20 feet from the back of the curb or street edge. The height of this area is limited to a maximum of 3 feet. The driveway is shown leading to the house.</p>
Herriman	12'	Edge of curb	 <p>The diagram is a site plan showing a 'SINGLE FAMILY DWELLING'. A driveway leads from the street to the house. Red shaded triangular areas at the curb of the driveway indicate the required clear view areas. The horizontal distance from the curb to the street is 12 feet. The vertical height of these areas is 12 feet. Other dimensions shown include 60 feet from the driveway to the property line and 80 feet from the driveway to the street.</p>

Clearfield	10'	Edge of pavement	
Bountiful	10'	Property line	No available graphic
Springville	15'/30'	Edge of pavement	
Ogden	10'	Property line	No available graphic
Eagle Mountain	15'	Property line	No available graphic
Draper	12'	Property line	No available graphic
Vineyard	12'	Edge of curb	

Although some other cities measure their clear view triangle from the edge of pavement or curb, city staff believes that Lindon's driveway clear view areas should be measured from the street right-of-way line. This will ensure a larger clear view area on the property, which will increase the likelihood of seeing a pedestrian on the sidewalk. Sidewalks are within the right-of-way. Please see some examples below:



This example shows a home with a park strip. The clear view triangle would be measured the point where the driveway intersects with the street right of way line.

This example shows how the clear view area may overlap between two properties. It also shows where that clear view area will be measured from if there is no sidewalk. **It's measured from the street right of way.**





This final example also shows where a clear view area would be on a driveway.

#### Staff Analysis:

This ordinance amendment will help to ensure that any fences, landscaping, commercial signs, or other view-obstructing materials or objects will not obstruct the view from a driveway. Many other cities do **have this requirement, although there isn't a clear consensus on what the clear view area should be, or** where it should be measured from. Staff believes that the proposed driveway clear view area would help to increase the chance of a driver seeing pedestrians or other vehicles on the road, as the driver is pulling out of his/her driveway. This ordinance amendment will work to improve safety and caution on Lindon's roads and driveways.

The planning commission unanimously recommended approval for this ordinance amendment.

#### Exhibits

1. Draft ordinance
2. Figure 17.04.310 with example cars



ORDINANCE NO. 2023-21-O

AN ORDINANCE AMENDING SECTION 17.04.290 OF THE LINDON CITY CODE, SO AS TO ADD REQUIREMENTS REGARDING THE CLEAR VIEW OF DRIVEWAYS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lindon City General Plan recommends improving bicycle and pedestrian safety; and

WHEREAS, this ordinance amendment is necessary to ensure the increased pedestrian and motorist safety in establishing driveway clear view standards; and

WHEREAS, on October 10, 2023, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed ordinance amendment and recommended that the City Council adopt the attached ordinance; and

WHEREAS, the Council held a public hearing on \_\_\_\_\_, to consider the recommendation and the Council received and considered all public comments that were made therein.

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

**PART ONE: AMENDMENT OF SECTION 17.04.290 OF THE LINDON CITY CODE**

Subsection 17.04.290 of the Lindon City Code is amended as follows:

17.04.290 Clear view ~~of intersecting streets required~~ requirements.

In all districts, no obstruction to view in excess of three feet in height shall be placed on any corner lot within a triangular area formed creating a starting point at the intersection of two streets, then moving out from the starting point 40 feet in both directions along the right-of-way lines, then connecting the endpoints to form the triangular clear vision area. See Figure 17.04.310. ~~Exceptions can be made for a reasonable number of trees and/or other vegetation pruned so as to permit unobstructed vision to automobile drivers as determined by City code enforcement staff.~~ Vegetation and Trees are permitted in the clear view triangle area provided vegetation is kept to a maximum height of three (3) feet and trees are pruned at least seven (7) feet above the right-of-way to not obstruct a clear view by motor vehicles.

~~All driveways entering onto a street, or right of way, shall have a clear view for drivers entering onto the street. In all districts, no obstruction to view in excess of three feet in height shall be placed within a triangular area measured at a point where the edge of the driveway and right-of-way meet. At this point, measurements shall be made fifteen feet (15') into the property along the driveway edge and fifteen feet (15') along the right-of-way. The endpoints of these measurements shall be connected to form the triangular clear vision area. See Figure 17.04.310. Vegetation and Trees are permitted in the clear view triangle area provided vegetation is kept to a maximum height of three (3) feet and trees are pruned at least seven (7) feet above the right-of-way to not obstruct a clear view by motor vehicles.~~

**PART FIVE: Severability.**

Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional by a court of

competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**PART SIX: Effective Date.**

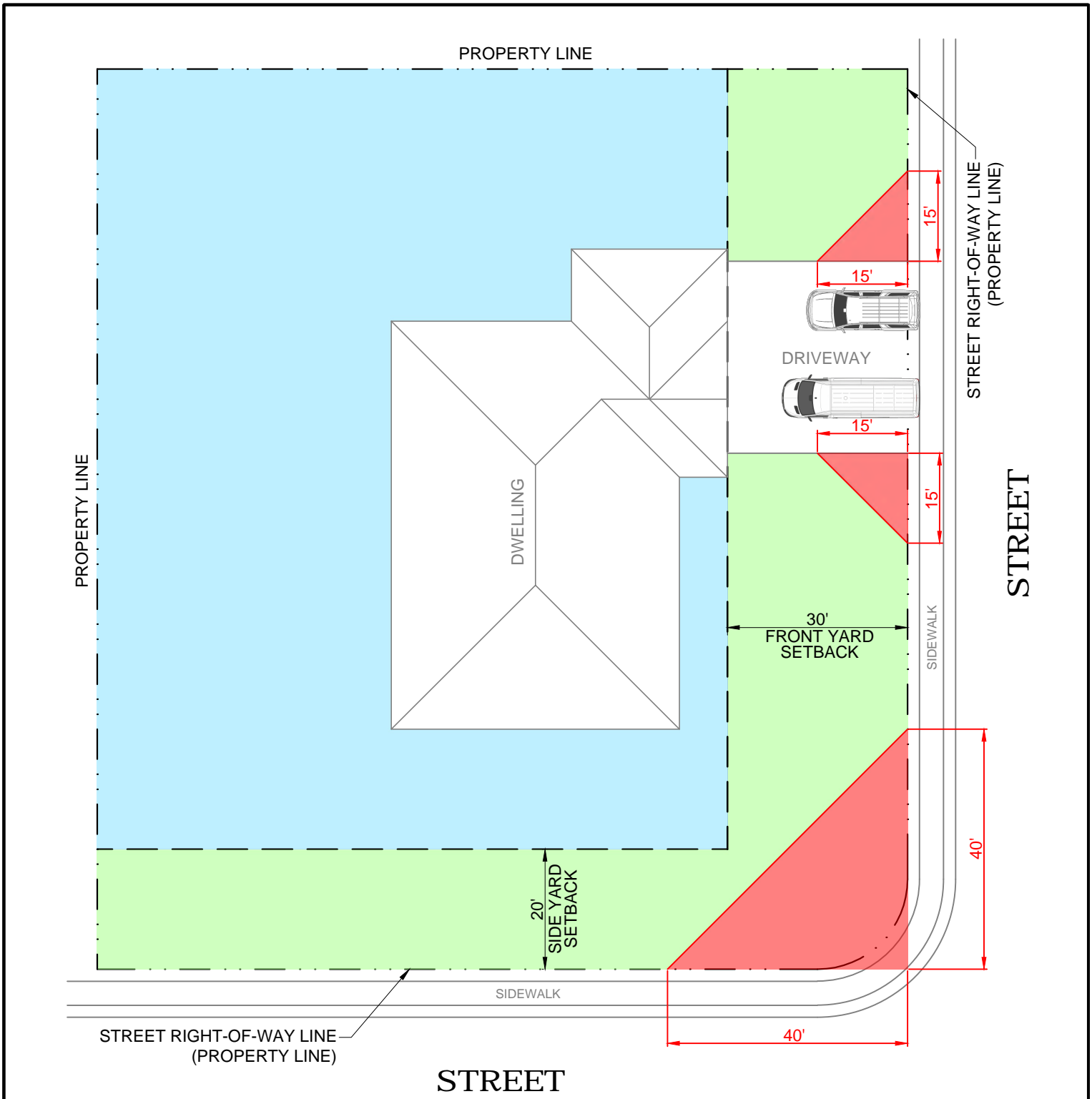
Ordinance No. \_\_\_\_\_ shall take effect immediately upon its passage and posting as provided by law.

PASSED AND APPROVED AND MADE EFFECTIVE by the City Council of Lindon City,  
Utah, this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
CAROLYN LUNDBERG  
Lindon City Mayor

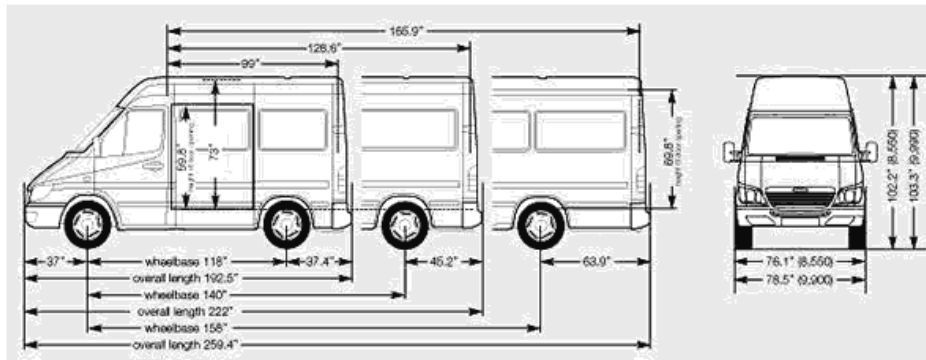
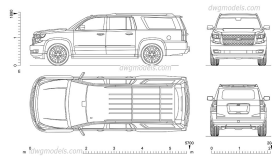
ATTEST:

\_\_\_\_\_  
Kathryn Moosman  
City Recorder



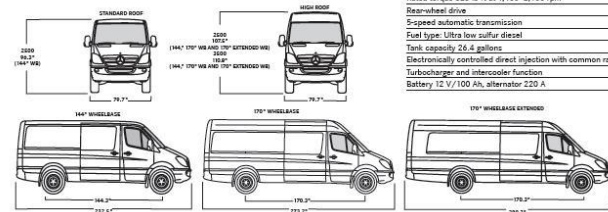
**LEGEND**

- Clear View Area - 3' max. height for anything that obstructs view (LCC 17.04.290)
- Setback Area - 3' max. height for view-obscuring fence, wall, or hedge (LCC 17.04.310.3)
- Interior Yard Area - 8' max. height for view-obscuring fence, wall, or hedge (LCC 17.04.310.2)



- ▶ Class-leading cargo volume (318 to 547 cu ft) in the full-size van class
- ▶ Class-leading payload (2,855 to 5,350 lbs) with available rear AC
- ▶ Class-leading cargo area height (up to 78.4 inches)
- ▶ Loading length up to 185 inches
- ▶ Towing capacity up to 7,500 lbs and a tongue weight of up to 750 lbs

- EPA / CARB 2010 Compliant
- 5-cylinder, V 22<sup>1</sup>
- 4 valves per cylinder
- Displacement 2,987 cc
- 188 hp at 3,800 rpm
- Rated torque 325 lb-ft at 1,400-2,400 rpm
- Rear-wheel drive
- 5-speed automatic transmission
- Fuel type: Ultra low sulfur diesel
- Tank capacity 26.4 gallons
- Electronically controlled direct injection with common rail
- Turbocharger and intercooler function
- Battery 12 V/100 Ah, alternator 220 A



10 CARGO VAN MODELS	2600		2600 HIGH ROOF		3600 HIGH ROOF	
	STANDARD	144" WB	144" WB	170" WB	144" WB	170" WB Ext
Turning Diameter (ft) Wall To Wall	47.6	47.6	54.6	54.6	47.6	54.6
Ground to Siding Door Step - Side	20.2	20.2	18.9	18.9	22	21.2
Load Height - Rear	27.6	27.6	27.4	27.2	31.1	30.5
Door Opening Height - Side	20.8	21.0	21.7	21.7	21.7	21.7
Door Opening Height - Rear	60.8	72.4	72.4	72.4	72.4	72.4
Door Opening Width - Side	51.2	51.2	51.2	51.2	51.2	51.2
Door Opening Width - Rear	61.6	61.6	61.6	61.6	61.6	61.6
Cargo Bed Length	128.5	128.5	182.3	185	128.5	182.3
Cargo Bed Width at Wheelhouse	23.1	23.1	23.1	23.1	23.5	23.5
Maximum Width at Floor	70.1	70.1	70.1	70.1	70.1	70.1
Interior Height	55	76.4	76.4	76.4	76.4	76.4
Cargo Volume (cu ft)	318	371	494	547	371	547
Maximum Available GVWR (lb)	8,550	8,550	8,550	8,550	GVWR 9,990 GVWR 11,030 <sup>1</sup> GVWR 9,990 GVWR 11,030 <sup>2</sup>	GVWR 9,990 GVWR 11,030 <sup>2</sup>

**10. Public Hearing — Ordinance #2023-17-O;** Recommendation from the Planning Commission to the Lindon City Council for an amendment to Lindon City Code 17.02, 17.80, and the Standard Land Use Table to define, allow, and adopt regulations for short-term rentals within Lindon City. *(20 minutes)*

**Sample Motion:** I move to *(approve, reject)* Ordinance #2023-17-O amending the Lindon City Code 17.02, 17.80 and the Standard Land Use Table to allow and adopt regulations for short-term rentals *(as presented or amended)*.

## 17.80 – Short-Term Rentals

Date: October 16, 2023  
Applicant: Lindon City  
Presenting Staff: Michael Florence

Type of Decision: Legislative

Council Action Required: Yes. The planning commission unanimously recommended approval

### MOTION

I move to (*approve, deny, or continue*) ordinance 2023-17-O (*as presented, or with changes*).

### Overview:

- In 2020, Lindon City staff presented options to the city council about Short-Term Rental regulations.
- **Short-Term Rentals are defined by the State of Utah** as “a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.” **Utah Code Annotated 10-8-85.4**
- According to the Airbnb website, Lindon City has approximately 19 Short-Term Rentals.
- City staff are bringing the ordinance forward at this time due to complaints about Short-Term Rentals in the city.

### Staff Analysis:

The proposed ordinance sets forth the following requirements:

- Requires a business license for Short-Term Rentals. The business license fee won't go into effect until the ongoing business license fee study is completed.
- General regulations as follows:
  - The residential dwelling shall not be rented to more than one party of guests at a time.
  - Only one short-term rental is allowed per cul-de-sac.
  - A minimum of two off-street parking spaces for the short-term rental. Additional parking spaces are required depending on the number of guests.
  - The property owner must designate a responsible individual within the State that can respond to complaints within one hour.
  - A nameplate installed by the main entrance with contact information for the responsible individual. Inside the Short-Term Rental the owner is required to provide an information packet with that includes responsible individual contact information, parking requirements, garbage pickup (if required by the renter), non-emergency contact information for the Lindon Police Department.
  - That Short-Term Rentals cannot be used for events.
  - Building code requirements for egress, smoke and carbon monoxide detectors are met.
  - 10:00 p.m. to 7:00 a.m. time restriction for outdoor activities.
  - The property owner shall be responsible for ensuring that guests or occupants do not create a nuisance as found in Lindon City Code 8.20.

Short-Term Rentals have become an important option for overnight accommodation that many people enjoy. The city currently does not regulate Short-Term Rentals, so they are permitted without any regulations. Periodically, the city does receive resident complaints and city staff have been able to send a notice to the property owner which has corrected the issues. Two complaints that the city has received are one home that was being used for wedding receptions and overnight accommodation. Parking and noise were a major concern to the neighbors. The other is a home that is being advertised for rent that accommodates 19 individuals as well as recreational vehicle space. This Short-term Rental is located on

a cul-de-sac and caused many parking issues for the other residents on the street. As the ordinance is considered, it is valuable to remember that the city is evaluating commercial enterprises in a residential zone. It's important to balance a property owner's right to rent their property while also protecting neighborhoods from commercial uses. In the above-mentioned rental complaints, both property owners lived out of State. When operated appropriately, Short-Term Rentals can be an asset to the community.

Like hotels, Short-Term Rentals also pay a transient room hotel tax. Typically, this tax is collected through a Short-Term Rental website such as Air BNB and then remitted to the Utah Tax Commission. For reference, the city has received the following amounts from Short-Term Rentals:

- FY 2018-2019: \$800
- FY 2019-2020: \$2,500
- FY 2020-2021: \$4,606.51
- FY 2021-2022: \$4,484.76
- FY 2022-2023: \$5,409.77

### Exhibits

1. Draft ordinance
2. 2020 Short-Term Rental Information presented to the Lindon City Council

ORDINANCE NO. 2023-17-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING 17.02 – DEFINITIONS AND ESTABLISHING TITLES 17.80 – SHORT-TERM RENTALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lindon City Council is authorized by state law to enact and amend ordinances establishing land use regulations; and

WHEREAS, the proposed amendment is consistent with the goal of the Lindon City General Plan to preserve and protect neighborhoods as diverse and attractive places; and

WHEREAS, the Lindon City Council finds that it is necessary to adopt an ordinance regulating Short-Term Rentals which provides operational standards for Short-Term Rentals that protects the health, safety, welfare and quality of life of residents and visitors of Lindon City; and

WHEREAS, on September 12, 2023, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed ordinance amendment and recommended that the City Council adopt the attached ordinance; and

WHEREAS, the Council held a public hearing on \_\_\_\_\_, to consider the recommendation and the Council received and considered all public comments that were made therein.

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

**SECTION I:** Amend Lindon City Code section as follows:

17.02 – Definitions

"Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days. A short-term rental does not include a bed and breakfast use, bed and breakfast dwelling, bed and breakfast farm retreat dwelling or Bed and Breakfast guest room as defined 17.02 and found in the 17.51 – Commercial Farm zone.

17.80 –Short-Term Rental

17.80.010 – Purpose

1. This section is established to provide regulations for Short-Term Rentals (STRs) in residential zones. Regulations and restrictions imposed by this section are in recognition of the premise that a short-term rental provides commercial lodging in residential zones for a transient population. The residential Short-term rental regulations are provided to protect the safety and general welfare of Lindon City residents and preserve the residential character of city neighborhoods.

17.80.020 – Licensing

1. Prior to operating as a residential Short-term Rental, each residential dwelling shall obtain a business license from Lindon City and pay applicable licensing fee as outlined in the Lindon City Consolidated Fee Schedule.



### 17.80.030 – General Regulations for Short-term Rentals

1. The residential dwelling shall not be rented to more than one party of guests at any given time, and the property owner shall not divide and rent out portions of the dwelling to multiple parties.
2. A short-term rental application shall contain all the following information:
  - a. Name, address, telephone number and email address of the property owner.
  - b. Responsible party name, address, telephone number and email address who can respond to the property within one (1) hour of a complaint from Lindon City.
  - c. Floor plan of the home identifying the number of bedrooms.
  - d. The maximum number of overnight guest occupants.
  - e. Site plan that identifies all designated parking areas.
  - f. Copy of current tax registrations or registration with a short-term rental company to collect accommodation and transient room taxes.
3. Only one Short-Term Rental per cul-de-sac is permitted. For this short-term rental ordinance, the cul-de-sac shall be determined as the bulb area of the dead-end turnaround which begins at the return radius on both sides of the street. Any properties abutting the bulb area of the turnaround shall be counted as part of the cul-de-sac.
4. Off-street parking shall be provided on the same property as the residential dwelling which is licensed as a Short-Term Rental. Parking shall be located on a driveway or designated parking areas and shall be used by overnight guest occupants. The number of vehicles allowed by the occupants of the short-term rental for overnight parking shall be restricted to the number of off-street parking spaces provided by the owner. At a minimum two (2) parking spaces shall be provided for up to six (6) overnight guest occupants. For every overnight guest occupant over six (6) one additional parking space per four (4) overnight guest occupants shall be provided. If a property owner lives on-site and uses an accessory apartment as a Short-term Rental, the parking requirement shall be in addition to the required parking for the single-family dwelling.
5. The property owner shall designate a responsible party who is a local individual or property management company within the State of Utah. The responsible party must be available by telephone, or otherwise, twenty-four (24) hours per day and must be available to respond to the property within one (1) hour of receipt of a complaint from Lindon City.
6. When a business license is issued, the City shall mail to each abutting property owner of the short-term rental the name and contact information of the property owner or responsible party of the short-term rental so neighboring property owners can contact the property owner or responsible person in case of emergency or nuisance violations.
7. One nameplate sign that includes the name, address, and the contact information for the responsible party of the short-term rental shall be posted on the exterior side of the main entrance. A Short-Term Rental shall include an informational packet posted in a highly visible place within the Short-Term Rental and shall include, at a minimum, the following:
  - a. Contact information for the responsible party.
  - b. Parking requirements.
  - c. Garbage pickup dates and a written description of where the garbage receptacle must be placed for pick-up if required of the Short-Term renter.
  - d. Non-emergency contact information for the Lindon City Police Department.
8. A Short-term rental shall only be used for lodging accommodations and not rented or leased for events or other similar activities or operations. Recreational Vehicles shall not be brought to or parked on the property which would allow for additional overnight occupants and decrease in available vehicle parking.
9. Short-Term Rentals shall meet building code requirements for egress and installation of smoke and carbon monoxide detectors.

10. No outdoor activities or amplified music are permitted at a short-term rental between the hours of 10:00 p.m. and 7:00 a.m.
11. The Short-Term Rental owner shall be responsible for ensuring that guests or occupants do not create a nuisance as found in Lindon City code 8.20.

Appendix A - Standard Land Use Table

Lindon City

**STANDARD LAND USE TABLE BY ZONE**

Appendix A

Parking Group	Permitted Primary Uses	Residential			Mixed Rec.		Commercial*						Industrial			R&B
		(R1-12, R1-20, R3)	RMU-W	RMU-E	PC-1	PC-2	CG	CG-A	CG-AB	CG-S	MC	HI	U	U-W		
<b>MISCELLANEOUS</b>																
N/A	Solicitors	See LCC 5.40 - Solicitors Ordinance														
N/A	Itinerant Merchants	N	N	N	See LCC 17.17.140 - Temporary Site Plans											
7100	Fireworks Stands	See 8.28 - Fireworks Ordinance														
7100	Christmas Tree Sales	N	N	N	See LCC 17.17.140 - Temporary Site Plans											
7100	Mechanical Amusement	N	N	N	C	C	C	C	C	C	C	C	C	C	N	
N/A	Individual Containers for Recyclable Materials - commercial storage	N	N	N	N	N	C	C	C	C	C	C	C	C	N	
<b>RESIDENTIAL</b>																
N/A	Single Family	P	N	N	N	N	N	N	N	N	N	N	N	N	N	
1111	Accessory Apartments	See 17.46 R2 Overlay	N	N	N	N	N	N	N	N	N	N	N	N	N	
1111	Condominium		N	N	N	N	N	N	N	N	N	N	N	N	N	
1111	Apartments		N	N	N	N	N	N	N	N	N	N	N	N	N	
1200	Rooming & Boarding Houses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
1233	Fraternity & Sorority Houses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
1500	Membership Lodging	N	N	N	N	N	C	C	C	C	N	N	N	N	N	
1233	Student Housing	See 17.46 - R2 Overlay														
1241	Youth Rehabilitation	See 17.70 - Group Homes and 17.72 - Care Facilities Overlay														
1241	Assisted Living Facilities - small	See 17.70 - Group Homes and 17.72 - Care Facilities Overlay														
1241	Assisted Living Facilities - large	See 17.70 - Group Homes and 17.72 - Care Facilities Overlay														
1200	Transitional Treatment Home - sm.	See 17.70 - Group Homes and 17.72 - Care Facilities Overlay														
1200	Transitional Treatment Home - lg.	See 17.70 - Group Homes and 17.72 - Care Facilities Overlay														
1400	Subdivided Manufactured Mobile Homes Parks	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
1300	Hotels, Tourist Courts, Bed & Breakfast and Motels	N	N	N	P	P	P	P	P	P	P	N	N	N	P	
N/A	Short-term Rental	P	N	N	N	N	N	N	N	N	N	N	N	N	N	
N/A	Caretaker Facilities - accessory to main uses only	N	N	N	C	C	C	C	C	C	C	C	C	C	C	

**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 provided by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Carolyn Lundberg, Mayor

ATTEST:

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Kathryn A. Moosman,  
Lindon City Recorder

SEAL

Oct 5, 2020

## Short-Term Rentals

### Utah State Code

#### Utah Code 10-8-85.4. Ordinances regarding short-term rentals -- Prohibition on ordinances restricting speech on short-term rental websites. Amended in 2017

- (1) As used in this section:
  - (a) "Residential unit" means a residential structure or any portion of a residential structure that is occupied as a residence.
  - (b) "Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.
  - (c) "Short-term rental website" means a website that:
    - (i) allows a person to offer a short-term rental to one or more prospective renters; and
    - (ii) facilitates the renting of, and payment for, a short-term rental.
- (2) Notwithstanding Section 10-9a-501 or Subsection 10-9a-503(1), a legislative body may not:
  - (a) enact or enforce an ordinance that prohibits an individual from listing or offering a short-term rental on a short-term rental website; or
  - (b) use an ordinance that prohibits the act of renting a short-term rental to fine, charge, prosecute, or otherwise punish an individual solely for the act of listing or offering a short-term rental on a short-term rental website.

*Utah State law regarding short-term rentals was based off the argument that advertising a short-term rental is a free speech right and that cities cannot use short-term rental websites to enforce short-term rental regulations. Cities should base their enforcement off of complaints and investigations rather than using these websites as a proactive tool.*

### The Sharing Economy

*"The sharing economy: an old concept made new through the internet-based sharing of underutilized space, skills, and stuff for monetary and non-monetary benefits. These companies encourage people—and businesses—to use resources more efficiently and to share non-product assets (like time) as well as conventional "stuff." Citizens can share space in their homes (**Airbnb**), seats in their car (**Lyft**, **Sidecar**, **UberX**), places to park (**Park Circa**), used clothing (**ThredUp**), outdoor gear (**gearcommons**), time in the day (**TaskRabbit**, **Instacart**), and even capital (**Zopa**, **Prosper**)."*

Cohen, Molly and Corey Zehngbot. "What's Old Becomes New: Regulating the Shared Economy." Boston Bar Journal. April 1, 2014. <https://bostonbarjournal.com/2014/04/01/whats-old-becomes-new-regulating-the-sharing-economy/>

### Types of Short-Term Rentals

1. Hosted sharing, where the primary occupants of a residence remain on-site with guests;
2. Unhosted sharing, where the primary occupants of a residence vacate the unit while it is rented to short-term guests;
3. Dedicated vacation rentals, where there are no primary occupants

## 4 Types of Regulatory Approaches

1. Quantitative Restrictions – limiting the amount of STR accommodations, the number of allowed visitors or days rented, and the amount of times a STR can be rented out per year.
2. Locational Restrictions – confine STR's to specific locations.
3. Density Restrictions – limit the number of STR's in certain neighborhoods.
4. Qualitative Restrictions – define the type of accommodation (room or apartment), licensing, building code compliance.

Nieuwland, Shirley and Rianne van Melik (2018): Regulating AirBnB: how cities deal with perceived negative externalities of short-term rentals, Current Issues in Tourism, DOI: 10.1080/13683500.2018.15048999

## Questions

- Can cities prohibit or regulate short-term rentals within their community?
  - Yes. However, cities need to adopt appropriate ordinances in order to regulate.
- Can cities require a business license for short-term rentals?
  - Yes. The City would need to do a fee study to determine the appropriate fee to charge.
- Can cities require that the short-term rental be owner occupied?
  - Yes, cities such as Sandy and Riverton set minimum requirements for how often the home must be owner occupied vs rented during the year.
  - Hurricane, Utah requires that a home owner may only own one short-term rental in the city.
- Can cities set limits on how many individuals can rent a short-term rental?
  - Yes, cities like Lehi, Sandy, Riverton set limits on how many renters can stay at the rental.
- Do cities receive taxes for short-term rentals?
  - Yes, short-term rental companies remit transient room taxes to the State of Utah and then appropriate taxes are passed on to local jurisdictions.
  - FY 2019-2020 – \$2,500, FT 2018-2019 - \$800.
  - One concern is if the short-term rental is not registered with a STR company then the State of Utah is not collecting taxes.
- Do short-term rentals limit affordable housing options?
  - Some research shows that owners earn more money off of nightly short-term rentals than long-term rentals (greater than 30 days). Of the 12 short-term rentals in Lindon that are advertised on Air BnB's website, 9 of those appear to be using separate accessory apartments. These units would typically have be used for long-term affordable housing. Comparing short-term rental sites there are between 12-25 short-term rentals listed on the web in Lindon.
- Is insurance typically required?
  - A number of cities require proof of insurance prior to issuing a rental permit or business license.
  - AirBnB has a host protection insurance program that provides liability coverage for up to \$1 million per listing location. Hosts need to pay extra for this coverage.
  - Homeowners insurance policies typically provide little to no protection when renting a home for short-term rentals. For long-term renting, an insurance company can add a write-on to an existing policy. Most insurance companies require a separate policy for short-term renters due to the number of different people coming and going from the rental.

<b>Short-term Rentals (STR)</b>			
	<b>Short-term Rentals Allowed</b>	<b>Regulations</b>	<b>Business License</b>
<b>Orem</b>	Yes	<ul style="list-style-type: none"> <li>Regulates rental by family or 4 unrelated individuals</li> </ul>	No
<b>Pleasant Grove</b>	No	No	No
<b>Provo</b>	No	<ul style="list-style-type: none"> <li>Unlawful to maintain a STR in a residential or agricultural zone</li> </ul>	No
<b>Lehi</b>	Yes	<ul style="list-style-type: none"> <li>Home has to be owner occupied for majority of the year</li> <li>not located within 600' of school</li> <li>one parking stall per bedroom</li> <li>limited to 10 people or as limited by parking</li> <li>curfew and quiet hours from 10 pm to 6 am.</li> </ul>	Yes, \$50
<b>American Fork</b>	No	Also prohibits accessory apartments to be used as STR	No
<b>Springville</b>	No*	No	No
<b>Sandy</b>	Yes	<ul style="list-style-type: none"> <li>Community divided into 29 districts. Allows so many STR's per district, waiting list.</li> <li>Rental allowed in main dwelling or accessory apartment</li> <li>Proof of ownership</li> <li>Must be owner occupied and owner must live in the home a minimum of 183 days per year</li> <li>Rental limited to 182 days</li> <li>Minimum of 1-night vacancy between rentals</li> <li>Limited to 8 related or 4 unrelated renters</li> <li>Required to provide off-street parking</li> <li>Nameplate posted at entrance or rental and info packet</li> </ul>	Yes, <ul style="list-style-type: none"> <li>\$85 for special use permit.</li> <li>\$40 first time processing fee</li> <li>\$140 if gross receipt over \$50,000/yr</li> <li>\$90 if gross receipt under \$50,000 per/yr</li> </ul>
<b>Millcreek</b>	Yes	<ul style="list-style-type: none"> <li>Allowed in specific residential zones</li> </ul>	Yes, \$145
<b>Cottonwood Heights</b>	Yes	<ul style="list-style-type: none"> <li>Only allowed in multi-family and mixed-use zones.</li> <li>Only allowed in PUD or condo developments of 8 or more units with private streets.</li> <li>Not allowed in single family zones.</li> </ul>	Yes, \$350
<b>Spanish Fork</b>	Yes	No	No
<b>Salt Lake County</b>	Yes	<ul style="list-style-type: none"> <li>Not used for commercial purposes</li> <li>Proper site and housekeeping maintenance</li> <li>Entrance nameplate and sign</li> </ul>	Yes
<b>Riverton</b>	Yes	<ul style="list-style-type: none"> <li>Owner occupied for 185 nights</li> <li>Rental allowed for 150 nights</li> <li>Off-street parking</li> <li>4 hours vacancy between renters</li> <li>Rentals are limited to 8 renters</li> <li>Proof of sales tax</li> <li>Info packet at entrance</li> </ul>	Conditional use Permit: \$175
<b>Hurricane</b>	Yes	<ul style="list-style-type: none"> <li>Owners can only have one STR in the City</li> <li>Must have a 300' separation between STR</li> <li>3 licenses per 1,000 residents</li> <li>Nuisance violations</li> <li>Required parking</li> <li>Required posting of rules and contact info</li> <li>Maximum occupancy of 10</li> </ul>	Yes, \$100

\*Springville is in the process of possibly updating their code to allow short-term rentals

## **Options to Consider When Regulating Short-Term Rentals**

- Whether to regulate, prohibit, or take a “hands-off” approach.
- Are there benefits that Lindon City and its residents can capture by allowing STR’s while also ensuring that STR’s operate in a responsible way?
- Whether to require a business license.
- Whether to establish baseline levels for safety and accountability.
- Whether to establish location standards and spatial concentration – which zones, separation, distance, cap the number of units.
- Good neighbor information. Colorado Springs requires that once the City gives approval, the homeowner is then required to send out a notice to surrounding neighbors letting them know they have been approved by the City for a short-term rental. The notice includes the owners contact information. Some jurisdictions also require a local representative that can respond to complaints.
- Whether to require proof of insurance.
- Whether to set parking standards.
- Decide if the home should be owner occupied for a period of time.
  - Does the City allow accessory apartments to be rented if the homeowner lives on site?
- Whether to set vacancy requirements.
- Whether to set occupancy limits.
- Whether to set noise, quiet hour, or nuisance limits.
- Whether to require entrance information postings.
- Whether to require a building inspection.

**11. Review & Action — Utah County Health Department Grant Agreement.** The City Council will consider for approval & acceptance the Utah County Health Department Grant Agreement for E-Cigarette, Marijuana & Other Drug Prevention to be administered by the Lindon CTC Coalition. *(10 minutes)*

**Sample Motion:** I move to *(approve, reject)* the Utah County Health Department Grant Agreement *(as presented, or with changes)*.





AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: Lindon Cares - Communities that Care Coalition Contact Person: Jamie Jensen

Address: 25 N Main St. Phone #: 801-769-8625

City: Lindon State: UT Zipcode: 84042 Email: jjensen@lindoncity.org

Legal Status of Contractor: [X] Sole Proprietor [ ] Non-Profit Corporation [ ] Limited Liability Company (LLC) [ ] Partnership [ ] For-Profit Corporation [X] Government Department: Lindon City

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

The CONTRACTOR will reduce youth substance abuse by installing vape sensors, provide EveryDay Strong trainings, organize a Guiding Good Choices parenting workshop, establish a school administrative program plan, and more, as further described in Attachment C. Utilizing passing funds from Agreement No. 2023-775.

2. CONTRACT COSTS

Contractor will be:

[X] paid a maximum of \$81,340 for costs authorized by this agreement; [ ] compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: [ ] \_\_\_\_\_, or [X] the date of execution of this agreement. This agreement shall terminate on 6/30/2024, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

[X] A: Utah County Standard Terms and Conditions [ ] F: \_\_\_\_\_ [X] B: CONTRACTOR's Proposal [ ] G: \_\_\_\_\_ [X] C: Special Provisions [ ] H: \_\_\_\_\_ [ ] D: Utah County Procurement Compliance [ ] E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on 13th of September 2023.

ATTEST: AARON R. DAVIDSON Utah County Clerk DocuSigned by: Alice Black Deputy Clerk

BOARD OF COUNTY COMMISSIONERS, UTAH COUNTY, UTAH DocuSigned by: Amelia Powers Gardner Chair

APPROVED AS TO FORM AND LEGALITY: JEFFREY S. GRAY Utah County Attorney DocuSigned by: Zachary Bundel Deputy Utah County Attorney

CONTRACTOR By: Its:

**ATTACHMENT A:**  
**UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES**

**1. DEFINITIONS.** The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

**2. EXTRA WORK.**

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

**3. PAYMENT.** Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

**4. OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work

product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

**5. INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

**6. GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

**7. COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

**8. EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

**9. INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

**10. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands,

causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of the Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.
16. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice

being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

17. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
20. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the 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.
21. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

22. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
23. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all

transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.

24. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
25. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
26. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
27. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
28. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
29. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
30. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised April 29, 2021

# E-Cigarette, Marijuana, & Other Drug Prevention Grant Application



UTAH ASSOCIATION of  
LOCAL HEALTH DEPARTMENTS

Applicant Information			
<b>Timeline</b>	The enclosed application is for Fiscal Year 2024 (July 1, 2023 - June 30, 2024). Applications will be accepted up to <b>June 9<sup>th</sup> by 11:59 PM Mountain Standard Time</b> . Grant applicants will be notified if funding is approved by June 30th, 2023.		
<b>Organization Name</b>	Lindon Cares- Communities that Care Coalition		
<b>Organization Address</b>	25 N Main St	Lindon	84042
	<i>Address</i>	<i>City</i>	<i>Zip</i>
<b>Contact Information</b>	<a href="mailto:jjensen@lindoncity.org">jjensen@lindoncity.org</a>		801-769-8625
	<i>Email Address</i>		<i>Phone</i>
	Jamie Jensen		Prevention Coordinator
<i>Organizational Representative</i>		<i>Title</i>	
<b>Organizational Type</b>	<input type="checkbox"/> <b>Coalition:</b> <i>a coalition of community organizations within Utah County focused on substance abuse and prevention</i> <input type="checkbox"/> <b>Local Government Agency:</b> <i>a local government agency within Utah County, including a law enforcement agency, for a program that is focused on substance abuse and prevention</i> <input type="checkbox"/> <b>Education:</b> <i>a local education agency within Utah County as defined in Section 53J-1-301</i>		
<b>Organizational Description</b>	<p><i>Lindon Cares is a local Communities that Care (CTC) Coalition in Lindon City. We use the social development strategy and prevention science to guide our process. We have just began building our coalition with the city council approval in December of 2022.</i></p> <p><i>The Lindon Cares Coalition focuses on creating a safe and connected community that fosters the well-being of individuals, families, and neighbors through education, outreach, and evidence-based initiatives. We focus on the risk factors of suicide, addiction, and substance abuse by collecting Lindon data and implementing our outcome-focused plans specific to our community needs.</i></p>		

	<i>Lindon Cares is made of community members, ecclesiastical leaders, business owners, and teachers in Lindon, which is the area that will be served by the grant funds. We will work closely with the Lindon Police Department, church leaders, community members, local businesses and Alpine School District to implement some of the initiatives in the grant application.</i>
<b>Proposal Summary</b>	<i>This evidenced-based prevention plan will utilize strategic planning and focus on data driven outcomes based on the CTC Social Development Strategy and the Community Anti-Drug Coalitions of American (CADCA) Strategies for Success. Our priority is to address the underlying risk factors that lead to underage substance abuse. We intend to target each of the 4 risk and protective factor domains: Community, Family, School, and Individual</i>
<b>Amount Requested</b> No more than \$100,000	\$

**(Cover Page)**

**Introduction**

Thank you for considering the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program. The purpose of this grant program is to “address root causes and factors associated with the use of electronic cigarettes, marijuana, and other drugs by addressing one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide (SHARP) Survey” (Utah Code § [26A-1-129](#)).

**INFORMATION TO INCLUDE IN GRANT PROPOSAL**

*Applicants are expected to complete all information requested in this application. Failure to leave out any of these components may result in rejection of the application. Please use this document as a template to complete each section.*

1. Application Cover Page
2. Community Description
3. Statement of the Problem
4. Selected Intervention
5. Action Plan and Evaluation Plan
6. Budget Form

**Section 1: Application Cover Page**

The above form from the Utah Association of Local Health Departments serves as the cover sheet to the grant proposal. Please complete the form in its entirety.

**Section 2: Community Description**

The community that we serve is Lindon, Utah, zip code 84042. The population of Lindon is approximately 10,094 with 2,608 households within the city limits. Lindon is part of the Alpine School District and has its own unique population and needs. We have two public elementary schools (Lindon Elementary 640 students and Rocky Mountain Elementary 620 students), one junior high (OCJH 1,300 students), and two charter schools (Timpanogos Academy k-6 500 students and Maeser Prep Academy 7-12 600 students). 40% of Timpanogos High School in N Orem (1,400 students) student body is made up of Lindon residents so we also work with that



high school. We have a well-represented coalition and group of collaborators. We work with a variety of groups and businesses with interest in the future of youth in Lindon. These include Alpine School District, IHC, Utah National Guard, local counseling and detox centers, American Foundation for Suicide Prevention, Lindon City Leadership, parents, and other invested local businesses.

### **Section 3: Statement of the Problem**

Based on the 2021 SHARP survey data, 19 of the 20 risk factors across the four domains are affected by substance abuse. We have concerns about underage substance use in our community and see a need to focus on protective factors.

The most concerning statistics surrounding prescription and inhalant use include:

- Lifetime alcohol, marijuana, and prescription drugs 4.8% in 2021 (state 5.3%)
- Lifetime vaping 9.8% in 2021 (14.6% state)
- Past 30-days vaping 3.9% in 2021 (6.3% state)
- Other tobacco products (Cigars, cigarillos, or little cigars) 0.3% in 2012 (state 0.3%)
- Lifetime inhalants 6.7% in 2021 (state 6.3%)
- Past 30-days inhalants 1.9% in 2021 (state 1.8%)

County numbers show that perception of parent attitudes favorable to ASB is increasing from 33.2% in 2019 to 37.6% in 2021. Attitudes favorable to drug use were 7.8% in 2019 and 7.5% in 2021. The perceived importance of school is on a decline from 55.1% in 2019 to 45.9% in 2021, while low commitment to school is on the rise from 44.0% in 2019 to 46.3% in 2021. Low commitment to school, attitudes favorable to Anti-social behaviors, and depressive symptoms are all above the national averages. These are all areas of concern for Lindon cares to address. We would like to move to a pro-active approach rather than a reactive approach.

While the data for vaping is not yet close to state averages, LPD reports an increasing number of vaping issues for minors, starting in junior high and bleeding into high school. LPD is concerned about these minors understanding the risks of underage drug use. With the amount of youth willing to try inhalants, the belief is that they will trend toward vaping and other drugs more easily if we do not address this rising problem. The current Student Resource Officer reported a spike in vaping products higher this year than the previous 6 years combined in our local schools. Of those students who have tried tobacco products, (first time, past 30 days, and lifetime use) the highest usage is vape products, e-cigarettes, or mods.

Risk Factors we are concerned about and would like to address are listed by domain.

Areas of concern in the **Community Domain** include:

- SHARP survey shows a perception of laws and norms favorable to drug use at 15.2% 2017, 15.1% in 2019, and 18.9% in 2021 in Utah County data. This trend is moving in the wrong direction.

Areas of concern in the **Family Domain** include:

- Family Conflict for Ut County is 27.3% v 28.2% state. Family Conflict inhibits the necessary bonding and recognition that can help lead youth to healthy behaviors (SDS).
- Parent attitudes favorable to Antisocial Behavior 34.0% in 2017, 33.2% in 2019 and 37.6% in 2021. This is a slow but steady climb in this risk factor. When children are raised in a family with a tolerance and history of problem behaviors (e.g., violence or drug use), the children are more likely to engage in these behaviors.

Areas of concern in the **School Domain** include:

- SHARP survey shows a low commitment to school 43.6% in 2017, 44.0% in 2019 and 46.3% in 2021. The state of Utah is at 48.8% while the BH norm is 47.5%. Surveys of high school seniors have shown that the use of drugs is significantly lower among students who expect to attend college than among those who do not. Factors such as liking school, spending time on homework, and perceiving the coursework as relevant are also negatively related to drug use.

Areas of concern in the **Individual/Peer Domain** include:

- Moderate Depressive symptoms from grades 6-12 are 34.0% 2019 and 40.9% in 2021 (BH norm is 38.7%). Attitudes favorable to drug use were 14.1% in 2019 and 15.9% in 2021. Attitudes favorable to ASB were 32.1% in 2019 and 35.5% in 2021 (BH norm is 34.1%). This slow increase in these risk factors are areas of concern in Lindon. Young people who are depressed are overrepresented in the criminal justice system and are more likely to use drugs. Survey research and other studies have shown a link between depression and other youth problem behaviors.

#### **Section 4: Selected Intervention(s)**

We intend to take a multi-faceted approach to target all four domains of risk factors. Our hope is that a combination of these efforts will lead to a decrease in risk and increase in protection for our community.

##### I. Target Family domain:

We have chosen to implement the Guiding Good Choices program for families and parent education. Blueprints certifies Guiding Good Choices as a promising program:

<https://www.blueprintsprograms.org/guiding-good-choices-Guiding Good Choices/>

#### **Effectiveness in Communities**

Blueprints offers national data to validate the effectiveness of the Guiding Good Choices program within communities. These include:

- Youth in the Guiding Good Choices group who had not initiated substance use at the time of the one-year follow-up were more likely to remain in the no-use group through the two-year follow-up than control group adolescents.
- Youth in the Guiding Good Choices group who had initiated substance use at the one-year follow-up were more likely to have remained in their one-year follow-up substance use status through the two-year follow-up than control group youth.
- Although substance use rates increased among all groups over the course of the study, transitions to substance use at the two-year follow-up were significantly lower among intervention group adolescents.
- At the 3.5-year follow-up, the Guiding Good Choices group showed significantly lower alcohol initiation scores than the control group.
- At the 3.5-year follow-up, new user proportions were lower (marginally significant) among Guiding Good Choices adolescents than among controls for lifetime drunkenness and lifetime use of marijuana.
- At the 3.5-year follow-up, among those adolescents who had used alcohol and tobacco during the past month and marijuana during the past year, Guiding Good Choices adolescents had a lower frequency of past month drinking than the control group.

- At the 3.5-year follow-up, Guiding Good Choices adolescents demonstrated a reduction in the growth of adolescent alcohol use from ages 12 - 15 1/2.
- Across five waves of data, Guiding Good Choices was significantly associated with a slower rate of increase in poly-substance use (alcohol, tobacco, and marijuana) and general delinquency (e.g., theft, vandalism, violence) over time, compared with controls.

Guiding Good Choices specifically addresses how to better manage family conflict, reduce the risk of substance use, and improve family bonding, which directly corresponds to the risk factors we have chosen to focus on. We will have 2-3 facilitators trained by October of 2023. We will hold one session in the Winter and one in the Spring.

Winter Session: Jan-mid Feb

Spring Session: March-April

We hope to provide the class to a minimum of twenty adults through this grant cycle (at least ten adults per session). Using our media outreach budget, we will use physical flyers in local businesses and other community gathering places and social media sponsored posts to be sure we have the families for our classes. We will also send home flyers through the schools in Lindon and work with the school counselors for referrals for families. We will reach out to local ecclesiastical leadership for referrals.

CADCA strategies: This program utilizes four of the CADCA strategies. Guiding Good Choices provides information, enhances skills, and provides support for these families. By providing childcare, we also enhance access/reduce barriers for families to attend this class.

## II. Target individual/school domain by working within the schools in Lindon:

We will begin working on the installation of vape censors in Oak Canyon Jr High and Timpanogos High School. Once this project is completed, we can address substance-use in students already struggling. Families can be notified as we work to reduce risk factors and increase protective factors around these youth. We intend to use some of the free online resources already available, such as The Truth Initiative education modules and the After School Program: Intervention and Resiliency Education (ASPIRE) program, available to the school district. We will also implement an in-person educational program.

The CATCH my Breath program is an evidence-based vaping prevention program that can be utilized in primary and secondary schools in various ways. <https://catch.org/program/vaping-prevention/#> It is the only evidence-based youth nicotine vaping prevention program for grades 5-12 that has been proven to substantially reduce students' likelihood of vaping.

The WHY TRY program is a research-based program that can be utilized in secondary schools in various ways. <https://whytry.org/research/> It directly correlates to anti-social behavior and can be used for struggling students caught vaping or exhibiting other aggressive/anti-social behaviors. It can also be used as a universal program to address the risk factors of depression/anxiety and increase pro-social involvement. Alpine School District has approved this program and Spanish Fork has begun to implement this program in their prevention efforts with positive feedback. We would like to train at least 3 facilitators per school.

In Focus Education Group is a consulting company of educators for educators. Dimensions of their work include teacher and student well-being, curriculum design, and system wide change. They have a comprehensive Prekinder-12 student well-being curriculum built on common language, scaffolded, and developmentally appropriate. It is integrated with academic standards with minimal teacher prep. It is aligned with USBE portrait of a graduate and aligned with ASD vision for learning. Their teacher curriculum for administrators, teachers, counselors, and other support staff can be used for professional licensing and learning, faculty meetings and ongoing coaching with over 35 needs-based lessons. There is also a parent

portal to bridge the gap of school and home language and learning. This program meets the criteria for Promising Practice and are currently engaged in research studies in Utah, Arizona, Nevada, and Kansas. [https://docs.google.com/presentation/d/1GKHLIGfcPiFjtHFH9o3dYE4mT99U12NekSL5a6TQuijw/edit#slide=id.gbcba4c9ab2\\_0\\_0](https://docs.google.com/presentation/d/1GKHLIGfcPiFjtHFH9o3dYE4mT99U12NekSL5a6TQuijw/edit#slide=id.gbcba4c9ab2_0_0)

### Effectiveness in Communities

7 out of 8 students say they are less likely to use e-cigarettes after Catch My Breath.

WHY TRY has reported reduced failing grades by 47%, a 13% decrease in referrals and an increased GPA of 11%. Participants of WHY TRY statistically have reduced disciplinary referrals and expulsions, as well as a decrease in fighting/bullying/aggressive behavior, and improved graduation rates.

CADCA strategy: The combination of vape detectors and evidence-based programs utilizes 6 of the CADCA strategies. The vape detectors change the physical design at the schools, reducing risk of kids vaping at school and enhancing protection and educational opportunities for those that are caught vaping. Changing the consequences and increasing the risk of students getting caught vaping decreases the likelihood it will happen as often on campus. The programs then utilized will provide information, enhance skills, and provide support for these students and their families. We will also be modifying policies within the school organization to provide better education and support to the students who are facing disciplinary action when caught with illegal substances on campus. The LPD also supports modifying policies for youth and families in the community who are 1<sup>st</sup> time offenders to provide them with educational opportunities.

As we are seeing vaping and other substance-use issues earlier than secondary schools, we intend to include a program for our elementary level students. Blueprints certifies Positive Action Program as a model program: <https://www.blueprintsprograms.org/programs/182999999/positive-action/> Evidence-based outcomes of the Positive Action program include an increase in pro-social behaviors and commitment to school, as well as a decrease in anti-social behaviors and depression/anxiety. These correspond directly to our targeted risk and protective factors from the SHARP survey. We especially love how this program is proven to increase the protective factors of opportunities and rewards for pro-social involvement.

CADCA STRATEGY: Like the other programs, CATCH, WHY TRY, and Positive Action provides information, enhances skills, and provides support for these elementary and secondary age students.

### III. Target Community domain:

Our intended audience is parents in the community. Research shows that parental disapproval is the number one reason kids choose not to use substances. With a low perception of risk, and overall lack of awareness of the marketing strategies and technology of the vaping industry, we need to increase communication about the dangers of vaping between parents and children. We will use the Centers of Disease Control and Prevention (CDC) best media practices guidelines in our marketing campaign. [Best Practices User Guides: Health Communications in Tobacco Prevention and Control \(cdc.gov\)](#) We will use a mix of strategies for a community level campaign based on the research "Using multiple strategies increases the likelihood that messages reach the intended audience, increases the number of times people see or hear messages, and can enhance message credibility" (page 22).

Our FY2023 campaign will use digital, news outlets, outdoor, and print channels for the greatest reach. We will build our efforts of vape prevention and educational signage in the community.

We will use the marketing campaign See through the Vape <https://seethroughthevape.org/> to disseminate information and education to the community. Our goal is to get the conversation guide into the homes in our community. We will print off the conversation guide and distribute at community events throughout the year.

The social media page and website will use pieces of the state approved guide to get the information to parents. We will include videos as they are an effective marketing technique on social media platforms as well as expand the reach of signage and magazine ads in community papers (Chamber of Commerce magazine, Lindon Days Magazine, Timpanogos Times).

With our media outreach budget we will build a website that will present prevention information and direct families toward evidence-based resources to use within their households. The purpose of the website is to increase education and drive the community to attend our evidence-based classes. Our goal is to increase trust with the community, through a professionally developed website, and improve relationships allowing us to better reach and educate the community.

Lindon Cares intends to use community events (DEA Drug Take Back Day, concerts in the park, local markets, Lindon Days, etc.) to disseminate essential prevention information. We will hold parent lunches/night events in the schools to connect with parents and school staff where they are. We will join with schools for their Red Ribbon Weeks and host a parent education night to further educate parents and families. We will present the United Way EveryDay Strong program.

CADCA strategies: The main strategy at the community level is to provide information. With the help of marketing professionals and a website, we will increase access to the programs and partnerships that provide support and strengthen the skills of our community members. We believe this changes the strategy and physical design of the community. Technology is an integral part of how we function and communicate. A website, incorporated with physical signage in the community, is an influential strategy for community information dissemination.

#### **Section 5: Action Plan & Evaluation**

Applicants need to develop and be prepared to implement a comprehensive 12-Month Action Plan. The Action Plan should foster community-level change by including a combination of goals, objectives, strategies, and activities. Provide a detailed 12-Month Action Plan using the table on the following page. Be sure to include the following in your plan:

1. List the Risk and/or Protective Factor(s) that will be addressed in your intervention.
2. Create one or more goals to indicate how your intervention will impact the identified risk and/or protective factor(s).
3. List activities (task or steps) that need to be carried out in order to reach your goal(s).
4. Your action plan should directly correlate with one or more of the Seven Strategies for Community-Level Change from Community Anti-Drug Coalitions of America (CADCA). Identify which of these strategies (listed below) align with each activity listed. For more information on these strategies, see Appendix C.
  - a. Disseminate information/education
  - b. Enhance individual life skills
  - c. Provide activities that reduce risk factors or enhance protective factors
  - d. Enhance community/participant access or reducing barriers to programs and strategies
  - e. Changing consequences by addressing incentives or disincentives
  - f. Implement environmental strategies to reduce risk factors and increase protective factors
  - g. Support modification to policies or the implementation of new policies
5. List who is responsible for each activity, and by when the activity is expected to be accomplished.
6. Create SMART objectives (Specific, Measurable, Attainable, Realistic, Time-bound) to describe the expected outcome of the activity; See Appendix D for assistance.
7. Provide an evaluation plan that will help you measure your objectives.

FY24 ACTION PLAN

<p><b>Risk &amp; Protective Factors Addressed</b></p>	<p><b>Risk Factors:</b>                  Family Conflict                  Parental Attitudes favorable to Anti-social Behavior                  Individual Attitudes favorable to Anti-social Behavior                  Depressive Symptoms                  Low commitment to school</p> <p><b>Protective Factor:</b>                  Pro-social involvement                  Interaction with prosocial peers</p>
<p><b>Goal(s)</b></p>	<p><b>Prevent youth substance abuse</b></p>
<p><b>Activity</b></p>	<p><b>Strategies(ies) for Community-Level Change</b></p> <p>Provide information, enhance skills, provide support, enhance access</p> <p>Change physical landscape, change consequences, modify policy, provide info, provide support, enhance access.</p>
<p>Guiding Good Choices Program</p> <p>Vape Censors &amp; choice of evidence-based program (Why Try/Positive Action/CATCH/Every Day Strong/In Focus etc.)</p>	<p><b>Who is responsible?</b></p> <p>Lindon Cares Coordinator &amp; trained coalition facilitators</p> <p>Alpine School District, THS, OCH &amp; SRO and Lindon Cares</p> <p><b>By When?</b></p> <p>Winter 2023</p> <p>Fall 2023</p> <p><b>What outcome will result from your activity?</b></p> <p>Family Domain:                  At least 20 adults in Lindon will attend a Guiding Good Choices parenting workshop in FY24 - one winter, one spring (Minimum four families, maximum ten families per session – at least twenty adults.)                  Lindon Cares will renew facilitator licenses in April of 2024</p> <p><b>Process Objective</b></p> <p>Individual/school:                  Vape Censors &amp; SEL programs:                  ASD will install vape censors &amp; provide training fall of 2023                  Lindon Cares will coordinate a facilitator training for EveryDay Strong AND any/all other activity/program chosen by Lindon schools. We will establish a program plan with school administration by Fall 2023.</p>

<p>Community underage vape prevention campaign &amp; coalition website.</p>	<p>Provide information, enhance skills, provide support, enhance access</p>	<p>Lindon Cares</p>	<p>Spring 2024</p>	<p><b>Community:</b> Lindon Cares will distribute the vape prevention conversation guide to all families that attend Lindon schools and expand messaging to more channels-social media, city printing by June 2023. We will offer a parent education lunches/nights at the schools. Lindon Cares will launch a coalition website by October of 2023. The goal is 25% increase in coalition participation, which will lead to an increase of facilitators to administer programs in schools, provide information to community, and provide additional support. We will focus on greater inclusion of business and school participation.</p>
			<p><b>Short-term Objective</b></p>	<p>Percentage of youth using a vape device will decrease by 1% in the SHARPS survey of 2025 compared to 2021 results. Parental Attitudes toward anti-social behavior will decrease by 1% from 2019 to 2025 as reported in the SHARPS survey Reduce Family conflict by 1% from 2019 to 2025 as reported in the SHARPS survey</p>
			<p><b>Long-term Objective</b></p>	<p>Low commitment to school will decrease by 2% from 2019 to 2025 Reduce Family conflict by 2% from 2019 to 2027 Parental Attitudes toward anti-social behavior will decrease by 3% from 2019 to 2027 Moderate Depressive Symptoms will decrease by 3% by 2027 Prosocial involvement increases by 2% by 2027 Lifetime prescription drug (stimulant and sedative) AND vaping use will reduce by 3% by 2027</p>

**Evaluation Plan:**  
How will you measure progress of your intervention?

**Family:** GGC has a built-in evaluation tool, and we plan to follow up with families every 6 months. SHARPS risk factors to track – parent/individual attitudes toward anti-social behaviors, family management & family conflict statistics.

**School/Individual:** Track vape sensor use and student education path. Why Try, CATCH and Positive Action have evaluation tools built in. SHARPS risk factors to track – Low commitment to school, depressive symptoms, pro-social involvement

**Community:** Track hits on website and how it is used to sign up for classes and events and other resources. Community polling and evaluation form to be sent out each year targeting families (parents) to help determine effectiveness of signage and marketing. Begin social media presence to increase participation, public trust, and awareness of community education campaigns. SHARPS data to track – parent/individual attitudes toward anti-social behaviors, lifetime prescription drug and vaping use. Other ways to evaluate community events is to keep track of families contacted and amount of marketing materials (flyers, swag) given to those in attendance. 2000 vape prevention conversation guides to families in the FY2023 fiscal year.





<b>Media Outreach</b>	<b>Social media post/video creation and boosts=\$1,000 flyers and posters for events=\$1,000</b>	<b>\$2,000</b>
<b>Other</b>	<b>Evaluation support (creation of community evaluation tool/poll) &amp; incentives</b>	<b>\$2,500</b>
<b>Total Amount Requested</b>		<b>\$81,340</b>

The budget justification column is used to determine reasonableness and allowability of costs. All the proposed costs listed must be reasonable, and necessary to accomplish project objectives, allowable in accordance with applicable Federal Cost Principles, auditable, and incurred during the project period.

Proposed budgets must not exceed \$100,000 in total costs in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of the required data and reports, and compliance with all grant award Terms and Conditions.

**Reporting Project Progress**

Grant recipients will report to the local health department four times over the year of funding. Reports are due the 15th of each month (October, January, April, and June). The grant recipient shall report the following:

1. Provide accounting for the expenditure of grant funds
2. Describe measurable outcomes as a result of the expenditures
3. Describe the impact and effectiveness of programs and activities funded through the grant
4. Indicate the amount of grant funds remaining on the date that the report is submitted

After a grant recipient expends all funds awarded to the recipient under the grant program, the grant recipient shall submit a final report to the local health department. On or before September 1 of each year, each local health department shall submit the reports to the Association of Local Health Departments, who in collaboration with the Department of Health, submit a report to the Health and Utah State Legislature Human Services Interim Committee.

## Appendix A - Risk and Protective Factors Overview

The following excerpt is borrowed from Community Anti-Drug Coalitions of America (CADCA):

Extensive national research, spanning over fifty years, has demonstrated a strong association between specific social conditions, personal characteristics, experiences and the involvement in unhealthy behavior. This research has identified these influences as Risk and Protective Factors.

Risk factors are characteristics within the individual or conditions in the family, school or community that increase the likelihood someone will engage in unhealthy behavior such as: the use of alcohol, tobacco and other drugs, violence, suicide, or early sexual activity. The more risk factors present in a child's life, the greater the likelihood problems will develop in adolescence.

Protective factors are characteristics within the individual or conditions in the family, school or community that helps someone cope successfully with life challenges. When people can successfully negotiate their problems and deal with pre-existing risk factors, they are less likely to engage in unhealthy behavior. Protective factors are instrumental in healthy development; they build resiliency, skills and connections (CADCA, 2011).

Full article (PDF) here: [Risk and Protective Factors for Adolescent Substance Use \(and other Problem Behavior\)](#)

### **Additional information about risk and protective factors:**

[Understanding Risk and Protective Factors: Their Use in Selecting Potential Targets and Promising Strategies for Intervention](#), The Community Toolbox (2021).

[Risk and Protective Factors](#), Substance Abuse and Mental Health Services Administration (SAMHSA)

## Appendix B - Resources for Evidence-Based Programs and Promising Practices

Evidence-based means that a program, policy, or other strategy has been rigorously tested and demonstrated to be *effective* in preventing health problems based upon the best-available research evidence, rather than upon personal belief or anecdotal evidence ([Health Policy Institute of Ohio, 2013](#)). Programs that have been shown to be effective through less rigorous evaluation methods are often referred to as “promising practice.” Strong proposals will cite the research that demonstrates why the program or practice is evidence-based or promising.

**Why evidence-based?** Resources are finite. Prioritizing resources towards a program or initiative that is already proven to work ensures those resources are used wisely and that relevant evidence is considered when decisions are made about funding.

If you are unsure of where to start in identifying an evidence-based program or promising practice, here are some top resources to help narrow your search. Community fit and practicality of the program are important factors to consider.

- **Substance Abuse and Mental Health Services Administration (SAMHSA)**  
[Implement an Evidence-Based Program](#) - Includes a link to Utah’s own registry of approved prevention programs  
Resource Guide (PDF): [Reducing Vaping Among Youth and Young Adults](#)  
Resource Guide (PDF): [Substance Misuse Prevention for Young Adults](#)
- **Blueprints for Healthy Youth Development:** [www.blueprintsprograms.org/](http://www.blueprintsprograms.org/)  
Identifies youth violence, delinquency, and drug prevention and intervention programs that meet a strict scientific standard of program effectiveness. This database allows you to search by risk and protective factors, outcomes, and target audience.
- **The Community Guide:** [www.thecommunityguide.org/](http://www.thecommunityguide.org/)  
Collection of evidence-based findings of the Community Preventive Services Task Force (CPSTF). This database allows you to search by topic, audience, or strategy. Below are some recommended topic searches:  
Tobacco: [www.thecommunityguide.org/topic/tobacco](http://www.thecommunityguide.org/topic/tobacco)  
Adolescent Health: [www.thecommunityguide.org/topic/adolescent-health](http://www.thecommunityguide.org/topic/adolescent-health)
- **What Works Clearinghouse:** <https://ies.ed.gov/ncee/wwc/FWW>  
This database has an education focus and may be most useful for applicants looking for proven prevention tools in school settings.
- **Results First Clearinghouse Database:** [www.pewtrusts.org/](http://www.pewtrusts.org/)  
This social policy program database compiles key information from nine national clearinghouses, including the effectiveness rating they assigned to each program.

## Appendix C - Seven Strategies for Community-Level Change (CADCA's National Coalition Institute, 2021)

Community Anti-Drug Coalitions of America (CADCA)'s Seven Strategies for Creating Effective Community Change provides a menu of action steps to include in your comprehensive action plan. Note that the first three strategies focus primarily on individuals while the latter four focus on systems and policies.

1. **Providing Information** – Educational presentations, workshops or seminars or other presentations of data (e.g., public announcements, brochures, dissemination, billboards, community meetings, forums, web-based communication).
2. **Enhancing Skills** – Workshops, seminars or other activities designed to increase the skills of participants, members and staff needed to achieve population level outcomes (e.g., training, technical assistance, distance learning, strategic planning retreats, curricula development)
3. **Providing Support** – Creating opportunities to support people to participate in activities that reduce risk or enhance protection (e.g., providing alternative activities, mentoring, referrals, support groups or clubs).
4. **Enhancing Access/Reducing Barriers**- Improving systems and processes to increase the ease, ability and opportunity to utilize those systems and services (e.g., assuring healthcare, childcare, transportation, housing, justice, education, safety, special needs, cultural and language sensitivity).
5. **Changing Consequences (Incentives/Disincentives)** – Increasing or decreasing the probability of a specific behavior that reduces risk or enhances protection by altering the consequences for performing that behavior (e.g., increasing public recognition for deserved behavior, individual and business rewards, taxes, citations, fines, revocations/loss of privileges).
6. **Physical Design** – Changing the physical design or structure of the environment to reduce risk or enhance protection (e.g., parks, landscapes, signage, lighting, outlet density).
7. **Modifying/Changing Policies** – Formal change in written procedures, by-laws, proclamations, rules or laws with written documentation and/or voting procedures (e.g., workplace initiatives, law enforcement procedures and practices, public policy actions, systems change within government, communities and organizations).

For more information, read [Strategic Prevention Framework \(SPF\) and Environmental Strategies](#) (CADCA, n.d.)

A coalition in Wolcott, CT provides real-life examples of using each of the seven CADA strategies:

<https://www.wolcottcasa.org/action.html>

## Appendix D – Developing Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop measurable objectives. This appendix provides information on developing objectives and provides examples.

Objectives describe the results to be achieved and the way they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2018, 75% of program participants will be placed in permanent housing.” In order to be effective, objectives should be clear and leave no room for interpretation. **SMART** is a helpful acronym for developing objectives that are **specific, measurable, achievable, realistic, and timebound**.

**S: Specific** – Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus” is a more specific objective than “Outreach workers will use their skills to reach out to drug users on the street.”

**M: Measurable** – Outlines how much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended you incorporate its use into the objective. Example: By 9/18/21 increase by 10 percent the number of 8th, 9th, and 10th-grade students who disapprove of marijuana use as measured by the annual school youth survey.

**A: Achievable** – Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

**R: Realistic** – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

**T: Time-bound** – Provide a time frame indicating when the objective will be measured or time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

APPENDIX E - Application Scoring Criteria

E-CIGARETTE, MARIJUANA, & OTHER DRUG PREVENTION GRANT  
**APPLICATION REVIEWER SCORE SHEET & CRITERIA**

The proposal will be scored out of 150 points. Reviewers will score on a scale of 0 - "total points possible" for each section. Described below is what should be included in each section for full points. Each proposal will be reviewed in-depth by the review committee. *Please be aware this criterion may be changed or modified at any time.*

Applicant:	Points Possible	Points Awarded
<b>SECTION 1: APPLICATION COVER PAGE</b>	<b>5</b>	
Applicant provides a brief description of the agency applying for funding. Includes any experience or expertise the agency has with the population they intend to serve.	2	
Applicant provides a brief description of the proposal.	2	
All parts of the Application Cover Page are complete.	1	
<b>SECTION 2: COMMUNITY DESCRIPTION</b>	<b>15</b>	
The section clearly defines the target community.	5	
The applicant selects a realistic community size in which the project can affect change.	5	
The target community lives, learns, and/or plays in the health jurisdiction presiding over the grant application.	5	
<b>SECTION 3: STATEMENT OF THE PROBLEM</b>	<b>20</b>	
Youth substance abuse problem is clearly described.	5	
Relevant, local SHARP data is used to describe the youth substance problem.	5	
Risk and/or protective factors are clearly outlined.	5	
Selected risk and/or protective factors are identified with accurate local SHARP data.	5	

<b>SECTION 4: SELECTED INTERVENTION(S)</b>	<b>20</b>	
Section clearly describes how the proposed program or purpose is evidence-based or a promising practice.	10	
Section cites one or more vetted sources to demonstrate the intervention has been effective in other communities.	10	
<b>SECTION 5: ACTION PLAN &amp; EVALUATION</b>	<b>40</b>	
Applicant utilizes the provided Action Plan table.	5	
Risk and/or Protective Factor(s) to be addressed are listed.	5	
Risk and/or Protective Factor(s) align with the Statement of the Problem and SHARP data.	5	
Goals are clearly written and indicate how intervention will impact the identified Risk and/or Protective factor(s).	5	
Objectives are clearly written to describe the expected outcome of the activity.	5	
Objectives are SMART (Specific, Measurable, Attainable, Realistic, Time-bound).	5	
Strategies, activities, or aims are identified using a variety of <a href="#">CADCA's Seven Strategies for Community Level Change</a> , including: <ul style="list-style-type: none"> <li>• Disseminate information/education</li> <li>• Enhance individual life skills</li> <li>• Provide activities that reduce risk factors or enhance protective factors</li> <li>• Enhance community access or reducing barriers to programs and strategies</li> <li>• Changing consequences by addressing incentives or disincentives</li> <li>• Implement environmental strategies to reduce risk factors and increase protective factors</li> <li>• Support modification to policies or the implementation of new policies</li> </ul>	5	
A brief evaluation plan is provided to demonstrate how the applicant will measure progress, goals, and objectives.	5	
<b>SECTION 6: BUDGET FORM</b>	<b>20</b>	
Budget form is organized, complete, and accurate.	5	
Budget justification is clear and meets all requirements and considerations. Budget does not exceed \$100,000.	10	
All the proposed costs listed are reasonable and necessary to accomplish project objectives.	5	



GENERAL CONSIDERATIONS	30	
Organization type is one of the following: coalition, local government agency, or a local education agency as defined in Section 53J-1-301.	10	
Applicant utilized the provided template.	2	
The proposal illustrates that the agency has the capacity to carry out the project.	3	
The proposal is high-quality and well-written, including good grammar, spelling, and punctuation.	5	
<b>Prior grantees only:</b> Grantee possesses positive history in meeting original award requirements, including, but not limited to, the following considerations: adhering to the contractor guidelines and agreements, remaining within budget, submitting required reporting in a timely manner, communicating as needed with grant coordinator, and demonstrating a strong effort to obtain goals and objectives.	10	
Final comments:	150 Total Points Available	Final Score

Attachment C  
Special Provisions  
E-Cigarette, Marijuana, & Other Drug Prevention Grant Program

**Contractor Representative**

Jamie Jensen  
801-769-8625  
jjensen@lindoncity.org  
Prevention Coordinator  
Lindon Cares- Communities That Care  
Coalition

**Department Representative**

Dakota Froisland  
(801) 851-7099  
dakotaf@utahcounty.gov  
Program Manager  
Utah County Health Department

I. General Purpose

The purpose of the E-Cigarette, Marijuana, & Other Drug Prevention Grant Program is to address root causes and factors associated with youth use of electronic cigarettes, marijuana, and other drugs in Utah County communities. Substance misuse and abuse continue to be an important public health concern contributing to morbidity and mortality rates. Evidence shows that the initiation of substance use in adolescence can lead to higher levels of misuse, abuse, and substance use disorders later in life. Research on risk and protective factors has important implications for children's academic success, positive youth development, and prevention of health and behavior problems, including substance misuse and abuse.

The Utah County Health Department is interested in working with, and supporting, community coalitions and organizations in the early prevention of adverse outcomes related to youth substance abuse. The aim of this funding is to identify innovative projects and partnerships across Utah County who are committed to addressing "upstream" factors by focusing on one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide Survey.

Funding for this program is received from the Utah Department of Health as appropriated in Utah Code 59-14-807(3)(d) and 26A-1-116 from the "Electronic Cigarette Substance and Nicotine Product Tax Restricted Account" in the General Fund. Grant funding is administered in accordance with Utah Code 26A-1-129.

II. Parties

- a. This agreement is between Utah County, by and through the Tobacco Prevention and Control Program of the Utah County Health Department, hereinafter referred to as "Department," and Lindon Cares- Communities That Care Coalition, hereinafter referred to as "Contractor." Together the Department and Contractor shall be referred to as the "Parties."

### III. Definitions

- a. "CDC" means the Center for Disease Control and Prevention
- b. "Contractor" means Lindon Cares- Communities That Care Coalition, 25 N Main St, Lindon, Utah, 84042
- c. "Department" means the Utah County Health Department
- d. "Evidence-based" is the process of integrating science-based interventions with community preferences to improve the health of populations.
- e. "Fidelity" means the degree to which an intervention is delivered as designed, faithfulness with which a curriculum or program is implemented, or how well the program is implemented without compromising its core content that is essential for the program effectiveness.
- f. "Parties" means the Department and the Contractor.
- g. "Promising practice" include practices assessed through unpublished intervention evaluations that have not been peer reviewed and that demonstrate some evidence of effectiveness, reach, feasibility, sustainability, and transferability.
- h. "Protective Factors" are characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor's impact. Protective factors may be seen as positive countering events.
- i. "Risk Factors" are characteristics at the biological, psychological, family, community, or cultural level that precede and are associated with a higher likelihood of negative outcomes.
- j. "Root Causes" are the underlying reasons that create the differences seen in health outcomes. They are the conditions in a community that determine whether people have access to the opportunities and resources they need to thrive.

### IV. Payment

- a. The Department funds provided under the Contract are for the following program and award:
  - i. Program Name: E-Cigarette, Marijuana, & Other Drug Prevention Grant Program
  - ii. Funding Source: General Fund "Electronic Cigarette Substance and Nicotine Product Tax Restricted Account" through the Utah County Health Department and in accordance with Utah Code 59-14-807(3)(d) and 26A-1-116
  - iii. Award Date: **the date of execution of this agreement**
- b. The Contractor shall be paid up to the maximum amount of \$ 81,340 for the contract for expenditures made by the Contractor directly related to the program, as outlined in the General Provisions, Special Provisions, and the Contractor's proposal.
- c. The amount reimbursed is based on the number of services provided by the Contractor as reported each month on the Monthly Expenditure Report submitted to the Department.
- d. Funds may be provided upfront upon request from the Contractor for specifically approved activities by the Department up to \$5,000.
- e. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

V. Responsibilities of the Contractor

a. The Contractor shall:

- i. Participate in all the following activities in accordance with the funding provided and as outlined in the Contract's Proposal and action plan in Attachment B:

1. Guiding Good Choices Program

a. Process

- i. At least 20 adults in Lindon will attend a Guiding Good Choices parenting workshop in FY24 - one winter, one spring (Minimum four families, maximum ten families per session – at least twenty adults.)
- ii. Lindon Cares will renew facilitator licenses in April of 2024

b. Short-Term

- i. Percentage of youth using a vape device will decrease by 1% in the SHARPS survey of 2025 compared to 2021 results.

c. Long-Term

- i. Low commitment to school will decrease by 2% from 2019 to 2025

2. Vape Censors & Choice of evidence-based program

a. Process

- i. Vape Censors & SEL programs: ASD will install vape censors & provide training fall of 2023. Lindon Cares will coordinate a facilitator training for EveryDay Strong AND any/all other activity/program chosen by Lindon schools. We will establish a program plan with school administration by Fall 2023.

b. Short-Term

- i. Parental Attitudes toward anti-social behavior will decrease by 1% from 2019 to 2025 as reported in the SHARPS survey

c. Long-Term

- i. Reduce Family conflict by 2% from 2019 to 2027
- ii. Parental Attitudes toward anti-social behavior will decrease by 3% from 2019 to 2027

3. Community underage vape prevention campaign & coalition website

a. Process

- i. Lindon Cares will distribute the vape prevention conversation guide to all families that attend Lindon schools and expand messaging to more channels-social media, city printing by June 2023. We will offer a parent education lunches/nights at the schools.
- ii. Lindon Cares will launch a coalition website by October of 2023. The goal is 25% increase in coalition participation, which will lead to an increase of

facilitators to administer programs in schools, provide information to community, and provide additional support. We will focus on greater inclusion of business and school participation.

b. Short-Term

- i. Reduce Family conflict by 1% from 2019 to 2025 as reported in the SHARPS survey

c. Long-Term

- i. Moderate Depressive Symptoms will decrease by 3% by 2027
- ii. Prosocial involvement increases by 2% by 2027
- iii. Lifetime prescription drug (stimulant and sedative) AND vaping use will reduce by 3% by 2027
- ii. Send, or have sent, at least one representative to an initial grant training to be held during the first quarter of FY24 that is provided by the Department;
- iii. Participate in regular progress meetings with the Department to evaluate the progress of goals and objectives and to provide any necessary technical assistance;
- iv. Participate in at least one site visit with program staff from the Department to monitor compliance with project guidelines;
- v. Have at least one representative participate in a local (in state) or virtual substance abuse prevention and/or risk and protective factor training during the grant cycle. (e.g. CADCA training, Fall Substance Abuse Prevention Conference, etc.); and
- vi. Collaborate with and coordinate program evaluation with the Department.

VI. Responsibility of Department

a. The Department shall:

- i. Provide report templates and guidance for monthly invoices and expenditure reports, quarterly progress reports, and the final project report;
- ii. Provide written confirmation of receipt of reports within 10 working days;
- iii. Provide written feedback on results/progress within 20 working days of receipt of quarterly and final report;
- iv. Provide training and technical assistance as requested and needed, including the evaluation of the program; and
- v. Conduct one site visit during the contract period as mutually agreed upon times with jointly developed agenda.

VII. Media

- a. Contractor shall work with Department on any media campaigns to ensure the campaign is conducted in accordance with Department guidelines. Contractor developed media campaigns utilizing funding are subject to approval by the Department.

VIII. Reporting Requirements

a. Progress Reports:

- i. The Contractor shall report on the progress report measures for each of their workplan activities as listed in Section V to the Department. Progress reports shall be submitted quarterly by the 15th. The Contractor shall report on the following key grant objectives (using progress reporting templates provided by the Department):
  - Report how each activity was implemented and completed (dates, number of participants, outcomes, etc.); and
  - Describe how activities addressed risk factors, protective factors and root causes.
- ii. After the Contractor expends all funds awarded under the grant program, the Contractor shall submit a final report to the Department.

b. Expenditure Report and Invoices:

- i. The Contractor shall submit all monthly program expenditures by the 10<sup>th</sup> of the month following the expenditures unless otherwise approved by the Department. The submitted bills must detail the costs by salary, benefits, travel, current expenses, capital expenditures and indirect costs. Copies of employee timesheets along with copies of receipts/invoices for travel, current expenses, and capital expenditures shall be submitted with the monthly billing. Indirect cost allocations shall be detailed. Expenditures shall follow the budget as contained in the application for the E-Cigarette, Marijuana, and Other Drug Prevention Grant Program Funding, see Contractor's proposal in Attachment B;
- ii. All program expenditures must be submitted by the 10<sup>th</sup> to be considered for reimbursement; and
- iii. The Contractor shall be prepared to submit a copy of its annual Independent Financial Audit report covering the period of the contract.

- c. The Contractor shall provide all reports on templates provided by the Department at the initial grant training.

**12. Public Hearing — FY 2023-24 Budget Amendments; Resolution #2023-18-R.** The City Council will consider for approval Resolution #2023-18-R approving amendments to the FY2023-24 Budget. *(30 minutes)*

**Sample Motion:** I move to *(approve, reject)* Resolution #2023-18-R approving amendments to the FY2023-24 Budget *(as presented, or with changes)*.

**RESOLUTION NO. 2023-18-R**

**A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY BUDGET FOR FISCAL YEAR FY2023-24 AND SETTING AN EFFECTIVE DATE.**

WHEREAS, The Municipal Council of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City Budget for Fiscal Year 2023-24 (FY2024); and

WHEREAS, the on-going budget reports indicate several items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2023; and

WHEREAS, public notice of the budget amendment has been advertised and public hearing held on October 16, 2023 regarding the proposed amendments; and

WHEREAS, the Municipal Council desires to amend the FY2023-24 Lindon City Budget to reflect these needed amendments; and

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

**Section I.** The FY2023-24 Lindon City Budget is hereby amended as shown on the attached memorandums for specific budgetary line items as listed.

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

PASSED AND ADOPTED by the Lindon City Council on this the 16<sup>th</sup> day of October, 2023.

By \_\_\_\_\_  
Carolyn O. Lundberg, Mayor

Attest:

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



**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
<b>GENERAL FUND</b>								
10-33-630	1	Emergency Mgmt Program Grant	10,000	14,000	4,000			
10-33-790	1	State Grants	-	25,500	25,500			
10-36-945	2	Funds from Financing Sources	-	1,038,640	1,038,640			
10-38-511	8	PW Admin Dept cost share-Water	385,505	388,379	2,874			
10-38-521	8	PW Admin Dept cost share-Sewer	385,505	388,379	2,874			
10-38-541	8	PW Admin Dept cost share-Storm	385,505	388,379	2,874			
10-38-560	24	Admin Costs from Telecomm Fd	2,000	1,000	(1,000)			
10-38-900	25	Use of Fund Balance	444,753	1,444,646	999,893			
10-42-510	3	Insurance				2,920	3,520	600
10-44-230	4	Travel & Training				7,000	10,000	3,000
10-44-310	5	Professional & Tech Services				145,000	155,000	10,000
10-51-510	3	Insurance				12,000	15,000	3,000
10-51-675	6	Purchase of Equipment				20,000	25,000	5,000
10-51-730	7	Building Improvements				100,000	150,000	50,000
10-54-675	2	Purchase of Equipment				85,000	114,000	29,000
10-54-750	2	Vehicles				-	1,038,640	1,038,640
10-54-810	2	Vehicle Lease Principal				115,000	181,370	66,370
10-60-510	3	Insurance				6,800	8,400	1,600
10-62-110	8	Salaries & Wages				674,640	685,315	10,675
10-62-135	8	Benefits - FICA				54,010	54,830	820
10-64-510	3	Insurance				8,800	10,500	1,700
10-64-730	9	Park Improvements				158,000	228,000	70,000
10-67-760	10	Office/Warehouse				-	280,000	280,000
10-68-310	11	Professional & Tech Services				40,000	65,000	25,000
10-68-510	3	Insurance				6,000	7,250	1,250
10-68-620	11	Master Plan				25,000	4,000	(21,000)
10-75-902	12	Trfr to Redevelopment				-	500,000	500,000
			<u>1,613,268</u>	<u>3,688,923</u>		<u>1,460,170</u>	<u>3,535,825</u>	
<b>NET GENERAL FUND INCREASE</b>					<u><b>2,075,655</b></u>			<u><b>2,075,655</b></u>
<b>REDEVELOPMENT AGENCY (RDA) FUND</b>								
22-30-390	25	RDA District 3 - Use of Fund Bal	-	244,100	244,100			
22-30-475	12	Bond Proceeds	-	3,863,000	3,863,000			
22-30-480	12	Trfr from General Fund	-	500,000	500,000			
22-30-490	25	700N CDA - Use of Fund Bal	-	439,400	439,400			
22-83-640	13	Tax Participation Agreements				-	250,000	250,000

**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
22-83-990	25	Appropriate to Fund Balance				5,900	-	(5,900)
22-84-310	12	Professional & Tech Services				5,000	75,385	70,385
22-84-760	12	Property Purchase				-	4,892,615	4,892,615
22-84-990	25	Appropriate to Fund Balance				160,600	-	(160,600)
			-	5,046,500		171,500	5,218,000	
<b>NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE</b>					<b>5,046,500</b>			<b>5,046,500</b>
<b>PARC TAX FUND</b>								
24-30-900	25	Use of Fund Balance	-	424,840	424,840			
24-41-675	14	Purchase of Equipment				-	139,470	139,470
24-44-730	15	Capital Outlay				263,000	607,145	344,145
24-49-990	25	Appropriate to Fund Balance				58,775	-	(58,775)
			-	424,840		321,775	746,615	
<b>NET PARC TAX FUND INCREASE</b>					<b>424,840</b>			<b>424,840</b>
<b>PARKS CIP FUND</b>								
47-30-900	25	Use of Fund Balance	-	1,876,900	1,876,900			
47-40-710	16	Pioneer Park				-	12,500	12,500
47-40-715	16	Pheasant Brook Park				60,000	78,000	18,000
47-40-718	16	Meadow Park Fieldstone				-	42,500	42,500
47-40-720	16	Hollow Park				-	30,000	30,000
47-40-728	16	Anderson Farms Park				-	1,846,900	1,846,900
47-40-730	16	City Center Park				-	62,000	62,000
47-40-750	16	Fryer Park				-	105,000	105,000
47-40-990	25	Appropriate to Fund Bal				240,000	-	(240,000)
			-	1,876,900		300,000	2,176,900	
<b>NET PARKS CIP FUND INCREASE</b>					<b>1,876,900</b>			<b>1,876,900</b>
<b>WATER FUND</b>								
51-30-980	25	Use of Fund Balance	4,567,499	5,266,658	699,159			
51-40-740	17	Purchase of Capital Asset				-	6,285	6,285
51-40-751	18	Wells - Capital Exp				1,050,000	550,000	(500,000)
51-40-752	19	Secondary Wtr Special Projects				845,000	1,865,000	1,020,000
51-40-755	20	Culinary Water Projects				3,860,000	4,030,000	170,000
51-40-911	8	P.W. Admin Costs to Gen. Fund				385,505	388,379	2,874
			4,567,499	5,266,658		6,140,505	6,839,664	
<b>NET WATER FUND INCREASE</b>					<b>699,159</b>			<b>699,159</b>

**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
<b>SEWER FUND</b>								
52-30-980	25	Use of Fund Balance	99,893	103,617	3,724			
52-40-510	3	Insurance				9,200	10,050	850
52-40-911	8	P.W. Admin Costs to Gen. Fund				385,505	388,379	2,874
			99,893	103,617		385,505	388,379	
		<b>NET SEWER FUND INCREASE</b>	99,893	103,617	3,724	394,705	398,429	3,724
<b>STORM WATER DRAINAGE FUND</b>								
54-30-900	25	Use of Fund Balance	472,592	477,066	4,474			
54-40-510	3	Insurance				6,300	7,900	1,600
54-40-911	8	P.W. Admin Costs to Gen. Fund				385,505	388,379	2,874
			472,592	477,066		385,505	388,379	
		<b>NET STORM WATER DRAINAGE FUND INCREASE</b>	472,592	477,066	4,474	391,805	396,279	4,474
<b>RECREATION FUND</b>								
55-30-600	21	Grant Proceeds	38,350	134,690	96,340			
55-30-900	25	Use of Fund Balance	1,085,288	1,120,908	35,620			
55-41-510	3	Aq. Ctr. Insurance				9,600	12,110	2,510
55-41-730	22	Aq. Ctr. Improvements				255,000	305,000	50,000
55-42-315	21	Comm. Ctr. Recreation Program Expenses				19,000	37,750	18,750
55-42-320	21	Comm. Ctr. Comm. Ctr. Program Expenses				20,000	10,000	(10,000)
55-42-340	21	Comm. Ctr. Lindon Cares				-	91,340	91,340
55-42-510	3	Comm. Ctr. Insurance				7,200	10,560	3,360
55-42-675	23	Comm. Ctr. Purchase of Equipment				53,350	29,350	(24,000)
			1,123,638	1,255,598		364,150	496,110	
		<b>NET RECREATION FUND INCREASE</b>	1,123,638	1,255,598	131,960	364,150	496,110	131,960
<b>TELECOMMUNICATION FUND</b>								
56-40-300	24	UTOPIA Customer Services				38,000	35,000	(3,000)
56-40-910	24	Admin Costs to General Fund				2,000	1,000	(1,000)
56-40-990	25	Appropriate to Fund Balance				-	4,000	4,000
			-	-		40,000	40,000	
		<b>NET TELECOMMUNICATION FUND INCREASE</b>	-	-	-	40,000	40,000	-

**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
 October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
<b>CITYWIDE TOTAL</b>								
			<u>7,876,890</u>	<u>18,140,102</u>	<u>10,263,212</u>	<u>9,584,610</u>	<u>19,847,822</u>	<u>10,263,212</u>
		<b>CHANGE IN REVENUES &amp; EXPENDITURES</b>						
		Change in Citywide Rev. & Exp.	48,350	4,037,190	3,988,840	2,854,820	8,524,545	5,669,725
		Carryover from Prior Fiscal Year	-	1,038,640	1,038,640	5,048,000	9,598,140	4,550,140
		Increase (Decrease) by Moving Exp in GL	-	-	-	20,000	20,000	-
		Increase (Decrease) in Interfund Transfers	1,158,515	1,666,137	507,622	1,156,515	1,665,137	508,622
		Increase (Decrease) in Use of Fund Bal.	6,670,025	11,398,135	4,728,110			
		Increase (Decrease) in Appr. to Fund Bal.				465,275	-	(465,275)
		<b>Citywide Totals</b>	<u>7,876,890</u>	<u>18,140,102</u>	<u>10,263,212</u>	<u>9,544,610</u>	<u>19,807,822</u>	<u>10,263,212</u>
		<b>Net Increase (Decrease) in Rev. &amp; Exp.</b>			<u>10,263,212</u>			<u>10,263,212</u>

**SUMMARY OF CHANGES IN FUND BALANCE  
UPDATED FOR 10/16/2023 BUDGET AMENDMENT**

	Governmental Funds								Proprietary Funds						Total All Funds
	General	RDA	PARC Tax	Corona Relief	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	
<b>Beginning Balances</b>	5,647,617	1,303,709	1,143,300	-	4,582,342	2,833,884	932,643	-	8,773,375	3,467,911	68,625	4,913,605	1,732,942	(2,119)	35,397,832
<b>Revenues</b>															
Program revenues															
Charges for services	2,346,959								3,383,610	1,063,590	710,000	1,320,900	1,010,825	40,000	9,875,884
Impact Fees	15,700				6,000	200,000			87,500	61,600		45,000			415,800
Grants and contributions	89,500			-									134,690		224,190
General revenues															
Property taxes	2,602,000														2,602,000
Sales tax	6,303,500														6,303,500
Other taxes	2,078,000	170,000	945,000		1,165,000										4,358,000
Other	2,354,890	3,929,500	42,000		150,000	100,000			462,000	1,073,950		750,000	-	-	8,862,340
<b>Total revenues</b>	<b>15,790,549</b>	<b>4,099,500</b>	<b>987,000</b>	<b>-</b>	<b>1,321,000</b>	<b>300,000</b>	<b>-</b>	<b>-</b>	<b>3,933,110</b>	<b>2,199,140</b>	<b>710,000</b>	<b>2,115,900</b>	<b>1,145,515</b>	<b>40,000</b>	<b>32,641,714</b>
<b>Transfers In</b>	<b>-</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>491,290</b>	<b>-</b>	<b>500,000</b>	<b>10,000</b>	<b>-</b>	<b>737,450</b>	<b>-</b>	<b>2,738,740</b>
<b>Expenses</b>															
General government	5,386,815	359,285													5,746,100
Public safety	6,710,625														6,710,625
Streets	1,239,800				176,500										1,416,300
Parks and recreation	1,344,215		1,226,840												2,571,055
Capital projects		4,892,615			2,400,000	2,176,900	-								9,469,515
Debt Service								491,290							491,290
Water									9,093,783						9,093,783
Sewer										2,802,757					2,802,757
Solid Waste											708,650				708,650
Storm Water Drainage												2,592,966			2,592,966
Recreation Fund													3,003,873		3,003,873
Telecomm. Fund														36,000	36,000
<b>Total expenses</b>	<b>14,681,455</b>	<b>5,251,900</b>	<b>1,226,840</b>	<b>-</b>	<b>2,576,500</b>	<b>2,176,900</b>	<b>-</b>	<b>491,290</b>	<b>9,093,783</b>	<b>2,802,757</b>	<b>708,650</b>	<b>2,592,966</b>	<b>3,003,873</b>	<b>36,000</b>	<b>44,642,914</b>
<b>Transfers Out</b>	<b>2,553,740</b>	<b>-</b>	<b>185,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,738,740</b>
<b>Ending Balances</b>	<b>4,202,971</b>	<b>651,309</b>	<b>718,460</b>	<b>-</b>	<b>3,826,842</b>	<b>956,984</b>	<b>932,643</b>	<b>-</b>	<b>3,612,702</b>	<b>3,364,294</b>	<b>79,975</b>	<b>4,436,539</b>	<b>612,034</b>	<b>1,881</b>	<b>23,396,632</b>
<b>Percent Change</b>	<b>-25.6%</b>	<b>-50.0%</b>	<b>-37.2%</b>	<b>0.0%</b>	<b>-16.5%</b>	<b>-66.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-58.8%</b>	<b>-3.0%</b>	<b>16.5%</b>	<b>-9.7%</b>	<b>-64.7%</b>	<b>-188.8%</b>	<b>-33.9%</b>

GENERAL FUND:

	<u>Fund Bal.</u>	<u>% of Rev.</u>
6/30/2023	5,647,617	38.55%
6/30/2024	4,202,971	28.49%

Example General Fund Balance Levels based on projected revenues for:

<u>2023-2024</u>	
35%	5,163,168 maximum
30%	4,425,573
25%	3,687,977
20%	2,950,382
15%	2,212,786

Date printed: 10/11/2023

## 2024FY BUDGET AMENDMENT NOTES

October 16, 2023

- 1 GL# 10-33-630 Emergency Mgmt Program Grant +\$4,000  
GL# 10-33-790 State Grants +\$25,500  
*Increase budget for Emergency Management Program Grant which was awarded for \$14,000. Lindon was also awarded a \$25,000 tree diversity grant and a \$500 U Serve Utah grant which were not in the original budget.*
  
- 2 GL# 10-36-945 Funds from Financing Sources +\$1,038,640  
GL# 10-54-675 Purchase of Equipment +\$29,000  
GL# 10-54-750 Vehicles +\$1,038,640  
GL# 10-54-810 Vehicle Lease Principal \$66,370  
*The police fleet capital lease and purchase of vehicles, as well as the equipment for the vehicles, were budgeted for last fiscal year. The vehicles were not available until the 2024 fiscal year. The lease payment for this fiscal year is more than budgeted.*
  
- 3 GL# 10-42-510 Court - Insurance +\$600  
GL# 10-51-510 Gov't Bldgs - Insurance +\$3,000  
GL# 10-60-510 Streets - Insurance +\$1,600  
GL# 10-64-510 Parks - Insurance +\$1,700  
GL# 10-68-510 Comm. Dev. - Insurance +\$1,250  
GL# 52-40-510 Sewer - Insurance +\$850  
GL# 54-40-510 Storm - Insurance +\$1,600  
GL# 55-41-510 Aq. Ctr. - Insurance +\$2,510  
GL# 55-42-510 Comm.Center - Insurance +\$3,360  
*This increase is to cover rising insurance costs.*
  
- 4 GL# 10-44-230 Travel & Training +\$3,000  
*This increase is to cover in-person training offered locally by Government Finance Officer's Association for Kristen and Chase, as well as adding Human Resources training for Tanya.*
  
- 5 GL# 10-44-310 Professional Services +\$10,000  
*This increase is to cover the cost for software services for Applicant Pro to help with hiring and onboarding new employees.*
  
- 6 GL# 10-51-675 Purchase of Equipment +\$5,000  
*Update the budget for office furniture for Britni (Court) and Tanya (HR) after one office is remodeled into two offices in order to accommodate the new HR Generalist position.*
  
- 7 GL# 10-51-730 Building Improvements +\$50,000  
*This increase is to carry over money from last fiscal year for City Center secure electronic entry system (\$20,000) and to replace chiller coils in City Center AC units (\$15,000). There is also \$15,000 to remodel the court office into two offices for the Court Clerk and the new HR Generalist.*

**2024 FY BUDGET AMENDMENT (Cont'd)**

8	GL# 10-38-511	PW Admin Dept Cost Share-Water	+\$2,874
	GL# 10-38-521	PW Admin Dept Cost Share-Sewer	+\$2,874
	GL# 10-38-541	PW Admin Dept Cost Share-Storm	+\$2,874
	GL# 10-62-110	PW Admin – Salaries & Wages	\$10,675
	GL# 10-62-135	PW Admin – Benefits – FICA	\$820
	GL# 51-40-911	PW Admin Dept Cost to Gen. Fund	+\$2,874
	GL# 52-40-911	PW Admin Dept Cost to Gen. Fund	+\$2,874
	GL# 54-40-911	PW Admin Dept Cost to Gen. Fund	+\$2,874

*This increase is due to increasing the part-time Public Works receptionist from 10 to 20 hours per week. Public Works Administration department costs are split equally between the General, Water, Sewer, and Storm Drain Funds.*

9	GL# 10-64-730	Park Improvements	+\$70,000
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*The Hollow Park playground replacement is carrying forward from last fiscal year.*

10	GL# 10-67-760	Office/Warehouse	+\$280,000
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*The Cemetery building was not completed last fiscal year and is carrying forward into this fiscal year.*

11	GL# 10-68-310	Professional Services	+\$25,000
	GL# 10-68-620	Master Plan	-\$21,000

*Thes Community Development budget lines are changing to reflect the addition of a business license fee study (\$23,500), increased cost for the streetscape study (\$5,000), and an annual software payment (\$6,500), as well as decreases for third party inspection services (\$10,000) and the master plan (which is complete so the remaining budget of \$21,000 is not needed).*

12	GL# 10-75-902	Trfr to Redevelopment Fund	+\$500,000
	GL# 22-30-475	Bond Proceeds	+\$3,863,000
	GL# 22-30-480	Trfr from General Fund	+\$500,000
	GL# 22-84-310	Professional Services	+\$70,385
	GL# 22-84-760	Property Purchase	+\$4,892,615

*This is for the property purchase in the 700 N CDA. The amended budget is for \$500,000 transfer from the General Fund to the 700 N CDA, using \$600,000 for the 700 N CDA fund balance, bonding for \$3,863,000, paying \$70,385 for the cost of issuing the bond, and the estimated cost of purchasing up to 8.7 acres of property.*

13	GL# 22-83-640	Tax Participation Agreement	+\$250,000
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*Lindon City has agreed to pay Doug Smith Kia \$250,000 when they open in Lindon.*

14	GL# 24-41-675	Purchase of Equipment	+\$139,470
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*This increase is to use PARC tax to replace concession equipment in order to increase concession options and sales.*

15	GL# 24-44-730	Capital Outlay (Parks)	+\$344,145
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*This increase is to use PARC tax to reconstruct the base under the Meadow Park playground and replace the playground equipment. This was in last year's budget for \$150,000, but bids for this work came in much higher.*

**2024 FY BUDGET AMENDMENT (Cont'd)**

16	GL# 47-40-710	Pioneer Park	+\$12,500
	GL# 47-40-715	Pheasant Brook Park	+\$18,000
	GL# 47-40-718	Meadow Park (Fieldstone)	+\$42,500
	GL# 47-40-720	Hollow Park	+\$30,000
	GL# 47-40-728	Anderson Farms Park	+\$1,846,900
	GL# 47-40-730	City Center Park	+\$62,000
	GL# 47-40-750	Fryer Park	+\$105,000

*Most of these park impact fee projects are being carried forward from last fiscal year. Pioneer Park will be getting outdoor games, Meadow Park will be getting games, benches and a shade over the playground. Hollow Park will also get a shade for the playground. Fryer Park will get a second pavilion. Lindon City will repay Ivory Homes for Anderson Farms Park. Additionally, there will be new costs for lighting at Anderson Farms' pickleball courts (\$33,400) and Acoustiblok for the Pheasant Brook pickleball courts (\$18,000).*

17	GL# 51-40-740	Purchase of Capital Asset	+\$6,285
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*This increase is to cover the cost of a ditch witch missile boaring tool.*

18	GL# 51-40-751	Wells – Capital Asset	-\$500,000
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*This decrease is in recognition of working on the new well in phases and postpone some of the costs due to working on other projects.*

19	GL# 51-40-752	Secondary Wtr Special Projects	+\$1,020,000
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*This increase is to carry forward \$712,000 for the connection to the Provo River Aqueduct from last fiscal year and increase the budget due the increased costs.*

20	GL# 51-40-755	Culinary Water Projects	+\$170,000
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*This increase is to carry forward the purchase and installation of generators from last fiscal year.*

21	GL# 55-30-600	Grant Proceeds	+\$96,340
	GL# 55-42-315	Comm. Ctr. Rec. Program Exp	+\$18,750
	GL# 55-42-320	Community Center Program Exp	-\$10,000
	GL# 55-42-340	Comm. Ctr. Lindon Cares	+\$91,340

*Lindon City was awarded a grant for \$81,340 for tobacco and drug prevention programs and is applying for a UCORE grant for \$15,000. The tobacco and drug prevention grant will cover all program costs which will be expensed in the Lindon Cares budget. The Lindon Cares budget will also cover Communities that Care (CTC) expenses and so the previously budgeted \$10,000 for the CTC grant expenses are being moved from the Community Center program expense line. The UCORE grant of \$15,000 requires a 20% match from Lindon City and those expenses are being added to the Comm. Ctr. Rec. program expense line. If the City is not awarded the grant, then the corresponding budgeted expenses will not be spent.*



**2024 FY BUDGET AMENDMENT (Cont'd)**

- 22 GL# 55-41-730 Aq. Ctr. Improvements +\$50,000  
*This increase is to cover replacing the pool equipment shed (\$20,000) and increasing the budget to reconstruct the rope bridge at the pool from \$40,000 to \$70,000.*
- 23 GL# 55-42-675 Comm. Ctr. Purchase of Equipment -\$24,000  
*This decrease is to remove the automated field painter from the budget.*
- 24 GL# 56-40-300 UTOPIA Customer Services -\$3,000  
GL# 56-40-910 Admin Costs to General Fund -\$1,000  
*The decrease for UTOPIA Customer Services is to reflect the decrease in payments made from utility customers for their UTOPIA connections. The Admin Costs are decreasing because the fund has overpaid Admin Costs to the General Fund over the last 2 years. This fund is mainly to pass through UTOPIA billing to Lindon utility customers who had the option to purchase their connection. UTOPIA no longer offers this option so the number of customers decreases each year as they pay off their contracts to UTOPIA.*
- 25 Multiple GL's Use of Fund Balance +\$4,728,110  
Multiple GL's Appropriate to Fund Balance -\$465,275  
*The changes in revenues and expenses are balanced and offset by changes in the use of and appropriation to fund balances.*

Upcoming items of note which are not included in this budget amendment:

- Lindon Arena Phase 2 Improvements
  - Terraced seating in the retention wall blocks
  - Park benches
  - New bathroom
  - Additional grading
  - Estimated cost of \$286,900
- Myrtha pool lining
  - All of the pools have leaks and need to have the lining replaced
  - The lining is no longer under warranty
  - We can do the Aquatics Center in phases, such as
    - Spring 2024 – zero entry/kiddy pool area
    - Fall 2024 – lazy river, barrel pool, hot tub
    - Spring or Fall 2025 – lap pool
  - We were originally quoted a cost of about \$800,000 on the high end, but staff is working with the vendor to get quotes for different phases



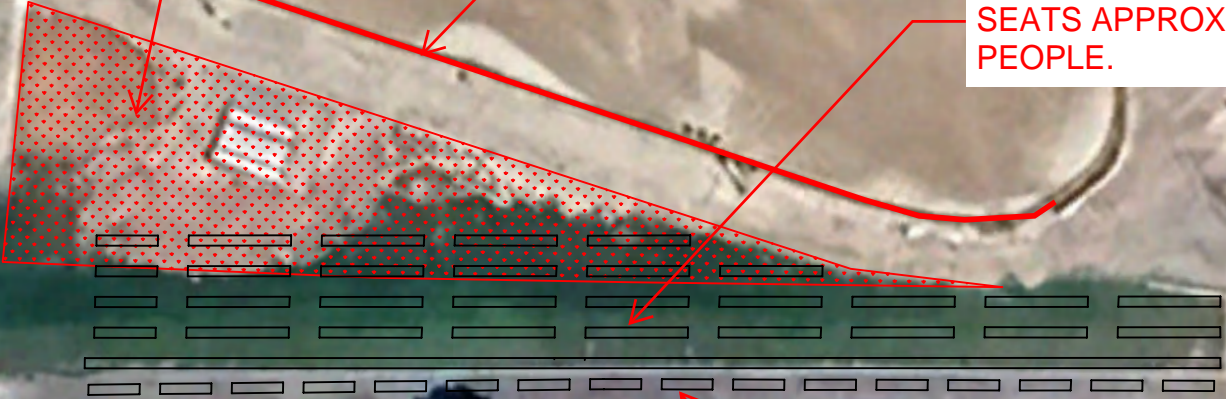
LINDON ARENA  
PHASE 2 IMPROVEMENTS  
10-10-23

RE-GRADE AREA.  
RAISE ELEVATION  
APPROX 30".

NEW RESTROOM

EXTEND BLOCK WALL

TERRACED SEATING.  
SEATS APPROX 220  
PEOPLE.



16 PARK BENCHES (10').  
SEATS APPROX 80 PEOPLE

LINDON ARENA IMPROVEMENTS  
ROUGH COST ESTIMATE  
10/10/2023

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
MOBILIZATION	LS	1	\$5,000	\$5,000
PURCHASE/INSTALL NEW 10' PARK BENCHES	EA	16	\$1,300	\$20,800
PURCHASE/INSTALL NEW 2'X4' RETAINING BLOCKS (TERRACED SEATING AREA)	SQ FT	3050	\$30	\$91,500
PURCHASE/INSTALL NEW 2'X4' RETAINING BLOCKS (SOUTH SIDE OF ARENA)	SQ FT	340	\$30	\$10,200
RELOCATE EXISTING BLEACHERS	LS	1	\$3,000	\$3,000
RE-GRADE AREA EAST OF EXISTING BUILDING	CU YD	420	\$20	\$8,400
SPRINKLER SYSTEM	LS	1	\$8,000	\$8,000
NEW RESTROOM (INSTALLED)	LS	1	\$100,000	\$100,000
<b>TOTAL</b>				<b>\$246,900</b>
<b>CONTINGENCY</b>	LS	1	\$40,000	<b>\$40,000</b>
<b>TOTAL</b>				<b>\$286,900</b>





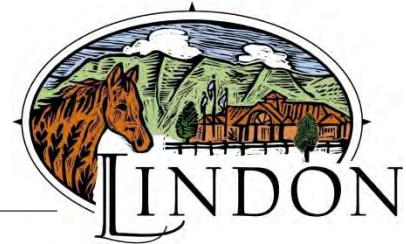
**13. Recess to Lindon City Redevelopment Agency Meeting (RDA)**

*(10 minutes)*

**Sample Motion:** I move to recess the Lindon City Council meeting and convene as the Lindon City RDA.

*Call Lindon City RDA to order, then review RDA minutes & agenda items.*

# Notice of Meeting of the ***Lindon City Redevelopment Agency***



The Lindon City Redevelopment Agency will hold a meeting beginning at **5:15 p.m. on Monday, October 16, 2023** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at [www.youtube.com/user/LindonCity](http://www.youtube.com/user/LindonCity). The agenda will consist of the following:

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



**Conducting: Carolyn Lundberg, Chair**

1. **Call to Order / Roll Call** *(Review times are estimates only)*  
*(5 minutes)*
  
2. **Approval of RDA minutes from October 2, 2023** *(5 minutes)*
  
3. **Public Hearing: RDA Resolution #2023-5-RDA; FY2023-24 Budget Amendments.** *(10 minutes)*
  
4. **Review & Action: RDA, Interlocal Sales Tax Pledge Agreement / Parameters Resolution; Resolution #2023-6-RDA.** Consideration for adoption of a resolution of the Board of Directors of the Lindon City Redevelopment Agency, Utah (the “agency”) authorizing the issuance and sale of not more than \$5,000,000 aggregate principal amount of its tax increment and sales tax revenue bonds (the “bonds”); fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may mature, the maximum interest rate which the bonds may bear, and the maximum discount from par at which the bonds may be sold; providing for the posting of a Notice of Bonds To Be Issued; providing for the running of a contest period; authorizing and approving the execution of an Interlocal Sales Tax Pledge Agreement; and related matters. *(10 minutes)*

**Adjourn** and reconvene the Lindon City Council meeting.

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 801-300-8437, giving at least 24 hours-notice.

## **CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City ([www.lindoncity.org](http://www.lindoncity.org)) websites.

Posted by: /s/ Kathryn A. Moosman, City Recorder, MMC

Date: October 12, 2023; Time: 5:00 p.m.; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Justice Court, Lindon Public Works, Lindon Senior Center



2 The Lindon City Redevelopment Agency held a meeting on **Monday, October 2, 2023**  
beginning at approximately 5:30 pm in the Lindon City Center, City Council Chambers,  
4 100 North State Street, Lindon, Utah.

6 Conducting: Carolyn O. Lundberg, Chairman

8 **PRESENT**

**ABSENT**

8 Carolyn Lundberg, Chairman  
9 Jake Hoyt, Boardmember  
10 Randi Powell, Boardmember  
11 Mike Vanchiere, Boardmember – appeared virtually  
12 Daril Magleby, Boardmember  
13 Van Broderick, Boardmember  
14 Adam Cowie, Executive Secretary  
15 Britni Laidler, Deputy Recorder

16 COUNCILMEMBER POWELL MOVED TO RECESS THE MEETING OF THE  
18 LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY  
REDEVELOPMENT AGENCY AT 5:30 P.M. COUNCILMEMBER MAGLEBY  
20 SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION  
CARRIED.

22 **1. Call to Order/Roll Call**

24 Chairman Lundberg	Aye
25 Boardmember Hoyt	Aye
26 Boardmember Powell	Aye
27 Boardmember Vanchiere	Aye
28 Boardmember Magleby	Aye

30 **2. Review of Minutes** – The minutes of the RDA meeting of September 18, 2023  
32 were reviewed.

34 BOARDMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE LINDON  
CITY RDA MEETING OF SEPTEMBER 18, 2023 AS PRESENTED. BOARDMEMBER  
36 BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

37 BOARDMEMBER HOYT	AYE
38 BOARDMEMBER BRODERICK	AYE
39 BOARDMEMBER MAGLEBY	AYE
40 BOARDMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

42 **CURRENT BUSINESS** –

44 **3. Review & Action (continued item): RDA Resolution #2023-4-R;** intent to  
46 purchase real property on 700 North for economic development purposes.

2 Adam Cowie, Executive Secretary let the board know that Boardmember Vanchiere has  
4 been watching over YouTube and will call in for the discussion and motion. He then turned the  
6 time over to Chairman Lundberg who had a presentation to present on this agenda item. During  
8 the presentation she went over the benefits of this item in the areas of economy, vibrancy,  
identity, and resiliency. The presentation then went over the risks and rewards of this potential  
purchase. The presentation then showed what other cities that have done with this same sort of  
thing, and the positive impact it has had for those cities. Some of the cities discussed were West  
Valley, St. George and Millcreek. Chairman Lundberg then turned the time back over the Mr.  
Cowie.

10 Mr. Cowie then presented a timeline of events with the property in discussion stating the  
12 City entered into a development agreement with Ivory Homes back in 2016 to reserve this for  
14 commercial property for 5 years in hopes of seeing a commercial development occur on the  
16 land. However, no developer or tenant for the property ever materialized and the developer is  
now permitted to move forward with residential uses on the property. He noted that the City  
approached Ivory Homes earlier this year to see if they would be willing to sell the property in  
order to help preserve the opportunity for a deeper and larger commercial development.

18 The funds available for this potential purchase were discussed and presented by Mr.  
20 Cowie. He stated that the city obtained an appraisal of the property and Ivory is amenable to the  
22 sale per the appraised value of \$12.91 per sq/ft. He noted that there have been prior discussions  
24 regarding the need to jointly work with the Anderson family as they own the parcel to the north  
26 of the subject property, which also has frontage on 700 North. Mr. Cowie stated that city staff  
and the Anderson's have crafted a Memorandum of Understanding to jointly work together to  
market and develop the contiguous commercial properties in such a way as to be mutually  
beneficial. The Anderson family has reviewed and indicated willingness to sign the  
Memorandum of Understand however the Board should note that the Memorandum of  
Understanding is a non-binding agreement and does not transfer to any future owner of the  
Anderson's property.

28 Mr. Cowie further explained that in FY2022, about \$160k in tax increment revenue was  
30 generated within the CDA, which is not sufficient on its own to cover anticipated annual debt  
32 service costs for purchase of this property, nor is the entire 700 North CDA Project Area  
34 projected to receive enough tax increment funds over the life of the CDA to cover the total cost  
of this land purchase. Therefore, the RDA will need to rely upon Lindon City acting as a  
financial backstop, pledging sales tax revenues for the majority of the annual debt payment. If  
tax increment revenues are greater than anticipated, the RDA can repay the city for its  
contributions made prior to the 700 North CDA's expiration in 2039.

36 A calendar of events was then presented to show the process of securing financing if the  
38 Council/RDA Board chooses to approve the intent to purchase the property. Approval of  
40 additional resolutions and actions will be required with final closing on the property anticipated  
42 in late-November. If the Council/RDA Board determines that purchasing the property is in the  
44 best interest of the RDA and the city, staff recommends the 15-yr direct placement option  
(private purchase that allows pre-payment of the bond like what was done with the financing for  
46 the Public Safety Building). This would equate to an annual payment of approximately \$450k  
and total debt service of approximately \$6.9 million (principal & interest). While the  
administrative staff feels that the RDA and City can tolerably pay the annual debt service, it  
should be noted that this purchase will be allocating future CDA and General Fund revenues to  
debt service. These dollars will not be available for other city needs until the debt is fully paid.

Mr. Cowie then presented Sales tax revenue, and showed where the city is to allow for



2 BOARDMEMBER VANCHIERE  
3 BOARDMEMBER POWELL  
4 THE MOTION CARRIED 3 TO 2.

AYE  
NAY

6 **ADJOURN -**

8 BOARDMEMBER POWELL MOVED TO ADJOURN THE MEETING OF THE  
9 LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY  
10 COUNCIL AT 7:45 P.M. BOARDMEMBER BRODERICK SECONDED THE MOTION. ALL  
11 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

12 Approved – October 16, 2023

14 \_\_\_\_\_  
16 Adam Cowie, Executive Secretary

18 \_\_\_\_\_  
20 Carolyn O. Lundberg, Chairman

*(See RDA agenda)*

**3. Public Hearing: RDA Resolution #2023-5-RDA; FY2023-24 Budget Amendments. (10 minutes)**

The RDA Board will consider for approval Resolution #2023-5-RDA approving amendments to the FY2023-24 RDA Budget.

**Sample Motion:** I move to (approve, continue, deny) Resolution #2023-5-RDA approving the FY2023-24 Budget Amendments (*as presented, or with changes*).

**RESOLUTION NO. 2023-5-RDA**

**A RESOLUTION AMENDING VARIOUS SECTIONS OF THE FY2023-24 LINDON CITY REDEVELOPMENT AGENCY (RDA) BUDGET AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Redevelopment Agency (RDA) of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the Lindon City RDA Budget for Fiscal Year 2023-24 (FY2024); and

WHEREAS, the on-going RDA budget reports indicate several items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2023; and

WHEREAS, public notice of the RDA budget amendment has been advertised and public hearing held on October 16, 2023 regarding the proposed amendments; and

WHEREAS, the Board of Directors desires to amend the FY2023-24 Lindon City RDA Budget to reflect these needed amendments.

THEREFORE, BE IT RESOLVED by the Lindon City Redevelopment Agency (RDA) as follows:

**Section I.** The Lindon City RDA FY2023-24 budget is amended as shown on the attached memorandums for specific budgetary line items as listed; and

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

Adopted and approved this 16<sup>th</sup> day of October, 2023.

By \_\_\_\_\_  
Carolyn O. Lundberg, Chair

Attest:

By \_\_\_\_\_  
Adam M. Cowie, Executive Secretary

**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
<b>GENERAL FUND</b>								
10-33-630	1	Emergency Mgmt Program Grant	10,000	14,000	4,000			
10-33-790	1	State Grants	-	25,500	25,500			
10-36-945	2	Funds from Financing Sources	-	1,038,640	1,038,640			
10-38-511	8	PW Admin Dept cost share-Water	385,505	388,379	2,874			
10-38-521	8	PW Admin Dept cost share-Sewer	385,505	388,379	2,874			
10-38-541	8	PW Admin Dept cost share-Storm	385,505	388,379	2,874			
10-38-560	24	Admin Costs from Telecomm Fd	2,000	1,000	(1,000)			
10-38-900	25	Use of Fund Balance	444,753	1,444,646	999,893			
10-42-510	3	Insurance				2,920	3,520	600
10-44-230	4	Travel & Training				7,000	10,000	3,000
10-44-310	5	Professional & Tech Services				145,000	155,000	10,000
10-51-510	3	Insurance				12,000	15,000	3,000
10-51-675	6	Purchase of Equipment				20,000	25,000	5,000
10-51-730	7	Building Improvements				100,000	150,000	50,000
10-54-675	2	Purchase of Equipment				85,000	114,000	29,000
10-54-750	2	Vehicles				-	1,038,640	1,038,640
10-54-810	2	Vehicle Lease Principal				115,000	181,370	66,370
10-60-510	3	Insurance				6,800	8,400	1,600
10-62-110	8	Salaries & Wages				674,640	685,315	10,675
10-62-135	8	Benefits - FICA				54,010	54,830	820
10-64-510	3	Insurance				8,800	10,500	1,700
10-64-730	9	Park Improvements				158,000	228,000	70,000
10-67-760	10	Office/Warehouse				-	280,000	280,000
10-68-310	11	Professional & Tech Services				40,000	65,000	25,000
10-68-510	3	Insurance				6,000	7,250	1,250
10-68-620	11	Master Plan				25,000	4,000	(21,000)
10-75-902	12	Trfr to Redevelopment				-	500,000	500,000
			1,613,268	3,688,923		1,460,170	3,535,825	
<b>NET GENERAL FUND INCREASE</b>					<b>2,075,655</b>			<b>2,075,655</b>
<b>REDEVELOPMENT AGENCY (RDA) FUND</b>								
22-30-390	25	RDA District 3 - Use of Fund Bal	-	244,100	244,100			
22-30-475	12	Bond Proceeds	-	3,863,000	3,863,000			
22-30-480	12	Trfr from General Fund	-	500,000	500,000			
22-30-490	25	700N CDA - Use of Fund Bal	-	439,400	439,400			
22-83-640	13	Tax Participation Agreements				-	250,000	250,000

**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
22-83-990	25	Appropriate to Fund Balance				5,900	-	(5,900)
22-84-310	12	Professional & Tech Services				5,000	75,385	70,385
22-84-760	12	Property Purchase				-	4,892,615	4,892,615
22-84-990	25	Appropriate to Fund Balance				160,600	-	(160,600)
			<u>-</u>	<u>5,046,500</u>		<u>171,500</u>	<u>5,218,000</u>	
<b>NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE</b>					<b><u>5,046,500</u></b>			<b><u>5,046,500</u></b>
<b>PARC TAX FUND</b>								
24-30-900	25	Use of Fund Balance	-	424,840	424,840			
24-41-675	14	Purchase of Equipment				-	139,470	139,470
24-44-730	15	Capital Outlay				263,000	607,145	344,145
24-49-990	25	Appropriate to Fund Balance				58,775	-	(58,775)
			<u>-</u>	<u>424,840</u>		<u>321,775</u>	<u>746,615</u>	
<b>NET PARC TAX FUND INCREASE</b>					<b><u>424,840</u></b>			<b><u>424,840</u></b>
<b>PARKS CIP FUND</b>								
47-30-900	25	Use of Fund Balance	-	1,876,900	1,876,900			
47-40-710	16	Pioneer Park				-	12,500	12,500
47-40-715	16	Pheasant Brook Park				60,000	78,000	18,000
47-40-718	16	Meadow Park Fieldstone				-	42,500	42,500
47-40-720	16	Hollow Park				-	30,000	30,000
47-40-728	16	Anderson Farms Park				-	1,846,900	1,846,900
47-40-730	16	City Center Park				-	62,000	62,000
47-40-750	16	Fryer Park				-	105,000	105,000
47-40-990	25	Appropriate to Fund Bal				240,000	-	(240,000)
			<u>-</u>	<u>1,876,900</u>		<u>300,000</u>	<u>2,176,900</u>	
<b>NET PARKS CIP FUND INCREASE</b>					<b><u>1,876,900</u></b>			<b><u>1,876,900</u></b>
<b>WATER FUND</b>								
51-30-980	25	Use of Fund Balance	4,567,499	5,266,658	699,159			
51-40-740	17	Purchase of Capital Asset				-	6,285	6,285
51-40-751	18	Wells - Capital Exp				1,050,000	550,000	(500,000)
51-40-752	19	Secondary Wtr Special Projects				845,000	1,865,000	1,020,000
51-40-755	20	Culinary Water Projects				3,860,000	4,030,000	170,000
51-40-911	8	P.W. Admin Costs to Gen. Fund				385,505	388,379	2,874
			<u>4,567,499</u>	<u>5,266,658</u>		<u>6,140,505</u>	<u>6,839,664</u>	
<b>NET WATER FUND INCREASE</b>					<b><u>699,159</u></b>			<b><u>699,159</u></b>



**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
<b>SEWER FUND</b>								
52-30-980	25	Use of Fund Balance	99,893	103,617	3,724			
52-40-510	3	Insurance				9,200	10,050	850
52-40-911	8	P.W. Admin Costs to Gen. Fund				385,505	388,379	2,874
			99,893	103,617		385,505	388,379	2,874
		<b>NET SEWER FUND INCREASE</b>	99,893	103,617	3,724	394,705	398,429	3,724
<b>STORM WATER DRAINAGE FUND</b>								
54-30-900	25	Use of Fund Balance	472,592	477,066	4,474			
54-40-510	3	Insurance				6,300	7,900	1,600
54-40-911	8	P.W. Admin Costs to Gen. Fund				385,505	388,379	2,874
			472,592	477,066		385,505	388,379	2,874
		<b>NET STORM WATER DRAINAGE FUND INCREASE</b>	472,592	477,066	4,474	391,805	396,279	4,474
<b>RECREATION FUND</b>								
55-30-600	21	Grant Proceeds	38,350	134,690	96,340			
55-30-900	25	Use of Fund Balance	1,085,288	1,120,908	35,620			
55-41-510	3	Aq. Ctr. Insurance				9,600	12,110	2,510
55-41-730	22	Aq. Ctr. Improvements				255,000	305,000	50,000
55-42-315	21	Comm. Ctr. Recreation Program Expenses				19,000	37,750	18,750
55-42-320	21	Comm. Ctr. Comm. Ctr. Program Expenses				20,000	10,000	(10,000)
55-42-340	21	Comm. Ctr. Lindon Cares				-	91,340	91,340
55-42-510	3	Comm. Ctr. Insurance				7,200	10,560	3,360
55-42-675	23	Comm. Ctr. Purchase of Equipment				53,350	29,350	(24,000)
			1,123,638	1,255,598		364,150	496,110	131,960
		<b>NET RECREATION FUND INCREASE</b>	1,123,638	1,255,598	131,960	364,150	496,110	131,960
<b>TELECOMMUNICATION FUND</b>								
56-40-300	24	UTOPIA Customer Services				38,000	35,000	(3,000)
56-40-910	24	Admin Costs to General Fund				2,000	1,000	(1,000)
56-40-990	25	Appropriate to Fund Balance				-	4,000	4,000
			-	-		40,000	40,000	-
		<b>NET TELECOMMUNICATION FUND INCREASE</b>	-	-	-	40,000	40,000	-

**BUDGET AMENDMENT**  
**FISCAL YEAR 2023-2024**  
 October 16, 2023

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
<b>CITYWIDE TOTAL</b>			<u><u>7,876,890</u></u>	<u><u>18,140,102</u></u>	<u><u>10,263,212</u></u>	<u><u>9,584,610</u></u>	<u><u>19,847,822</u></u>	<u><u>10,263,212</u></u>
<b>CHANGE IN REVENUES &amp; EXPENDITURES</b>								
		Change in Citywide Rev. & Exp.	48,350	4,037,190	3,988,840	2,854,820	8,524,545	5,669,725
		Carryover from Prior Fiscal Year	-	1,038,640	1,038,640	5,048,000	9,598,140	4,550,140
		Increase (Decrease) by Moving Exp in GL	-	-	-	20,000	20,000	-
		Increase (Decrease) in Interfund Transfers	1,158,515	1,666,137	507,622	1,156,515	1,665,137	508,622
		Increase (Decrease) in Use of Fund Bal.	6,670,025	11,398,135	4,728,110			
		Increase (Decrease) in Appr. to Fund Bal.				465,275	-	(465,275)
		<b>Citywide Totals</b>	<u><u>7,876,890</u></u>	<u><u>18,140,102</u></u>	<u><u>10,263,212</u></u>	<u><u>9,544,610</u></u>	<u><u>19,807,822</u></u>	<u><u>10,263,212</u></u>
		<b>Net Increase (Decrease) in Rev. &amp; Exp.</b>			<u><u>10,263,212</u></u>			<u><u>10,263,212</u></u>

**SUMMARY OF CHANGES IN FUND BALANCE  
UPDATED FOR 10/16/2023 BUDGET AMENDMENT**

	Governmental Funds								Proprietary Funds						Total All Funds
	General	RDA	PARC Tax	Corona Relief	Roads CIP	Parks CIP	Facilities CIP	Debt Svc	Water	Sewer	Garbage	Storm	Recreation	Telecomm.	
<b>Beginning Balances</b>	<b>5,647,617</b>	<b>1,303,709</b>	<b>1,143,300</b>	<b>-</b>	<b>4,582,342</b>	<b>2,833,884</b>	<b>932,643</b>	<b>-</b>	<b>8,773,375</b>	<b>3,467,911</b>	<b>68,625</b>	<b>4,913,605</b>	<b>1,732,942</b>	<b>(2,119)</b>	<b>35,397,832</b>
<b>Revenues</b>															
Program revenues															
Charges for services	2,346,959								3,383,610	1,063,590	710,000	1,320,900	1,010,825	40,000	9,875,884
Impact Fees	15,700				6,000	200,000			87,500	61,600		45,000			415,800
Grants and contributions	89,500			-									134,690		224,190
General revenues															
Property taxes	2,602,000														2,602,000
Sales tax	6,303,500														6,303,500
Other taxes	2,078,000	170,000	945,000		1,165,000										4,358,000
Other	2,354,890	3,929,500	42,000		150,000	100,000			462,000	1,073,950		750,000	-	-	8,862,340
<b>Total revenues</b>	<b>15,790,549</b>	<b>4,099,500</b>	<b>987,000</b>	<b>-</b>	<b>1,321,000</b>	<b>300,000</b>	<b>-</b>	<b>-</b>	<b>3,933,110</b>	<b>2,199,140</b>	<b>710,000</b>	<b>2,115,900</b>	<b>1,145,515</b>	<b>40,000</b>	<b>32,641,714</b>
<b>Transfers In</b>	<b>-</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>491,290</b>	<b>-</b>	<b>500,000</b>	<b>10,000</b>	<b>-</b>	<b>737,450</b>	<b>-</b>	<b>2,738,740</b>
<b>Expenses</b>															
General government	5,386,815	359,285													5,746,100
Public safety	6,710,625														6,710,625
Streets	1,239,800				176,500										1,416,300
Parks and recreation	1,344,215		1,226,840												2,571,055
Capital projects		4,892,615			2,400,000	2,176,900	-								9,469,515
Debt Service								491,290							491,290
Water									9,093,783						9,093,783
Sewer										2,802,757					2,802,757
Solid Waste											708,650				708,650
Storm Water Drainage												2,592,966			2,592,966
Recreation Fund													3,003,873		3,003,873
Telecomm. Fund														36,000	36,000
<b>Total expenses</b>	<b>14,681,455</b>	<b>5,251,900</b>	<b>1,226,840</b>	<b>-</b>	<b>2,576,500</b>	<b>2,176,900</b>	<b>-</b>	<b>491,290</b>	<b>9,093,783</b>	<b>2,802,757</b>	<b>708,650</b>	<b>2,592,966</b>	<b>3,003,873</b>	<b>36,000</b>	<b>44,642,914</b>
<b>Transfers Out</b>	<b>2,553,740</b>	<b>-</b>	<b>185,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,738,740</b>
<b>Ending Balances</b>	<b>4,202,971</b>	<b>651,309</b>	<b>718,460</b>	<b>-</b>	<b>3,826,842</b>	<b>956,984</b>	<b>932,643</b>	<b>-</b>	<b>3,612,702</b>	<b>3,364,294</b>	<b>79,975</b>	<b>4,436,539</b>	<b>612,034</b>	<b>1,881</b>	<b>23,396,632</b>
<b>Percent Change</b>	<b>-25.6%</b>	<b>-50.0%</b>	<b>-37.2%</b>	<b>0.0%</b>	<b>-16.5%</b>	<b>-66.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-58.8%</b>	<b>-3.0%</b>	<b>16.5%</b>	<b>-9.7%</b>	<b>-64.7%</b>	<b>-188.8%</b>	<b>-33.9%</b>

GENERAL FUND:

	<u>Fund Bal.</u>	<u>% of Rev.</u>
6/30/2023	5,647,617	38.55%
6/30/2024	4,202,971	28.49%

Example General Fund Balance Levels based on projected revenues for:

<u>2023-2024</u>	
35%	5,163,168 maximum
30%	4,425,573
25%	3,687,977
20%	2,950,382
15%	2,212,786

Date printed: 10/11/2023

## 2024FY BUDGET AMENDMENT NOTES

October 16, 2023

- 1 GL# 10-33-630 Emergency Mgmt Program Grant +\$4,000  
GL# 10-33-790 State Grants +\$25,500  
*Increase budget for Emergency Management Program Grant which was awarded for \$14,000. Lindon was also awarded a \$25,000 tree diversity grant and a \$500 U Serve Utah grant which were not in the original budget.*
  
- 2 GL# 10-36-945 Funds from Financing Sources +\$1,038,640  
GL# 10-54-675 Purchase of Equipment +\$29,000  
GL# 10-54-750 Vehicles +\$1,038,640  
GL# 10-54-810 Vehicle Lease Principal \$66,370  
*The police fleet capital lease and purchase of vehicles, as well as the equipment for the vehicles, were budgeted for last fiscal year. The vehicles were not available until the 2024 fiscal year. The lease payment for this fiscal year is more than budgeted.*
  
- 3 GL# 10-42-510 Court - Insurance +\$600  
GL# 10-51-510 Gov't Bldgs - Insurance +\$3,000  
GL# 10-60-510 Streets - Insurance +\$1,600  
GL# 10-64-510 Parks - Insurance +\$1,700  
GL# 10-68-510 Comm. Dev. - Insurance +\$1,250  
GL# 52-40-510 Sewer - Insurance +\$850  
GL# 54-40-510 Storm - Insurance +\$1,600  
GL# 55-41-510 Aq. Ctr. - Insurance +\$2,510  
GL# 55-42-510 Comm.Center - Insurance +\$3,360  
*This increase is to cover rising insurance costs.*
  
- 4 GL# 10-44-230 Travel & Training +\$3,000  
*This increase is to cover in-person training offered locally by Government Finance Officer's Association for Kristen and Chase, as well as adding Human Resources training for Tanya.*
  
- 5 GL# 10-44-310 Professional Services +\$10,000  
*This increase is to cover the cost for software services for Applicant Pro to help with hiring and onboarding new employees.*
  
- 6 GL# 10-51-675 Purchase of Equipment +\$5,000  
*Update the budget for office furniture for Britni (Court) and Tanya (HR) after one office is remodeled into two offices in order to accommodate the new HR Generalist position.*
  
- 7 GL# 10-51-730 Building Improvements +\$50,000  
*This increase is to carry over money from last fiscal year for City Center secure electronic entry system (\$20,000) and to replace chiller coils in City Center AC units (\$15,000). There is also \$15,000 to remodel the court office into two offices for the Court Clerk and the new HR Generalist.*

**2024 FY BUDGET AMENDMENT (Cont'd)**

8	GL# 10-38-511	PW Admin Dept Cost Share-Water	+\$2,874
	GL# 10-38-521	PW Admin Dept Cost Share-Sewer	+\$2,874
	GL# 10-38-541	PW Admin Dept Cost Share-Storm	+\$2,874
	GL# 10-62-110	PW Admin – Salaries & Wages	\$10,675
	GL# 10-62-135	PW Admin – Benefits – FICA	\$820
	GL# 51-40-911	PW Admin Dept Cost to Gen. Fund	+\$2,874
	GL# 52-40-911	PW Admin Dept Cost to Gen. Fund	+\$2,874
	GL# 54-40-911	PW Admin Dept Cost to Gen. Fund	+\$2,874

*This increase is due to increasing the part-time Public Works receptionist from 10 to 20 hours per week. Public Works Administration department costs are split equally between the General, Water, Sewer, and Storm Drain Funds.*

9	GL# 10-64-730	Park Improvements	+\$70,000
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*The Hollow Park playground replacement is carrying forward from last fiscal year.*

10	GL# 10-67-760	Office/Warehouse	+\$280,000
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*The Cemetery building was not completed last fiscal year and is carrying forward into this fiscal year.*

11	GL# 10-68-310	Professional Services	+\$25,000
	GL# 10-68-620	Master Plan	-\$21,000

*Thes Community Development budget lines are changing to reflect the addition of a business license fee study (\$23,500), increased cost for the streetscape study (\$5,000), and an annual software payment (\$6,500), as well as decreases for third party inspection services (\$10,000) and the master plan (which is complete so the remaining budget of \$21,000 is not needed).*

12	GL# 10-75-902	Trfr to Redevelopment Fund	+\$500,000
	GL# 22-30-475	Bond Proceeds	+\$3,863,000
	GL# 22-30-480	Trfr from General Fund	+\$500,000
	GL# 22-84-310	Professional Services	+\$70,385
	GL# 22-84-760	Property Purchase	+\$4,892,615

*This is for the property purchase in the 700 N CDA. The amended budget is for \$500,000 transfer from the General Fund to the 700 N CDA, using \$600,000 for the 700 N CDA fund balance, bonding for \$3,863,000, paying \$70,385 for the cost of issuing the bond, and the estimated cost of purchasing up to 8.7 acres of property.*

13	GL# 22-83-640	Tax Participation Agreement	+\$250,000
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*Lindon City has agreed to pay Doug Smith Kia \$250,000 when they open in Lindon.*

14	GL# 24-41-675	Purchase of Equipment	+\$139,470
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*This increase is to use PARC tax to replace concession equipment in order to increase concession options and sales.*

15	GL# 24-44-730	Capital Outlay (Parks)	+\$344,145
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*This increase is to use PARC tax to reconstruct the base under the Meadow Park playground and replace the playground equipment. This was in last year's budget for \$150,000, but bids for this work came in much higher.*

**2024 FY BUDGET AMENDMENT (Cont'd)**

16	GL# 47-40-710	Pioneer Park	+\$12,500
	GL# 47-40-715	Pheasant Brook Park	+\$18,000
	GL# 47-40-718	Meadow Park (Fieldstone)	+\$42,500
	GL# 47-40-720	Hollow Park	+\$30,000
	GL# 47-40-728	Anderson Farms Park	+\$1,846,900
	GL# 47-40-730	City Center Park	+\$62,000
	GL# 47-40-750	Fryer Park	+\$105,000

*Most of these park impact fee projects are being carried forward from last fiscal year. Pioneer Park will be getting outdoor games, Meadow Park will be getting games, benches and a shade over the playground. Hollow Park will also get a shade for the playground. Fryer Park will get a second pavilion. Lindon City will repay Ivory Homes for Anderson Farms Park. Additionally, there will be new costs for lighting at Anderson Farms' pickleball courts (\$33,400) and Acoustiblok for the Pheasant Brook pickleball courts (\$18,000).*

17	GL# 51-40-740	Purchase of Capital Asset	+\$6,285
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*This increase is to cover the cost of a ditch witch missile boring tool.*

18	GL# 51-40-751	Wells – Capital Asset	-\$500,000
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*This decrease is in recognition of working on the new well in phases and postpone some of the costs due to working on other projects.*

19	GL# 51-40-752	Secondary Wtr Special Projects	+\$1,020,000
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*This increase is to carry forward \$712,000 for the connection to the Provo River Aqueduct from last fiscal year and increase the budget due the increased costs.*

20	GL# 51-40-755	Culinary Water Projects	+\$170,000
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*This increase is to carry forward the purchase and installation of generators from last fiscal year.*

21	GL# 55-30-600	Grant Proceeds	+\$96,340
	GL# 55-42-315	Comm. Ctr. Rec. Program Exp	+\$18,750
	GL# 55-42-320	Community Center Program Exp	-\$10,000
	GL# 55-42-340	Comm. Ctr. Lindon Cares	+\$91,340

*Lindon City was awarded a grant for \$81,340 for tobacco and drug prevention programs and is applying for a UCORE grant for \$15,000. The tobacco and drug prevention grant will cover all program costs which will be expensed in the Lindon Cares budget. The Lindon Cares budget will also cover Communities that Care (CTC) expenses and so the previously budgeted \$10,000 for the CTC grant expenses are being moved from the Community Center program expense line. The UCORE grant of \$15,000 requires a 20% match from Lindon City and those expenses are being added to the Comm. Ctr. Rec. program expense line. If the City is not awarded the grant, then the corresponding budgeted expenses will not be spent.*

**2024 FY BUDGET AMENDMENT (Cont'd)**

- 22 GL# 55-41-730 Aq. Ctr. Improvements +\$50,000  
*This increase is to cover replacing the pool equipment shed (\$20,000) and increasing the budget to reconstruct the rope bridge at the pool from \$40,000 to \$70,000.*
- 23 GL# 55-42-675 Comm. Ctr. Purchase of Equipment -\$24,000  
*This decrease is to remove the automated field painter from the budget.*
- 24 GL# 56-40-300 UTOPIA Customer Services -\$3,000  
GL# 56-40-910 Admin Costs to General Fund -\$1,000  
*The decrease for UTOPIA Customer Services is to reflect the decrease in payments made from utility customers for their UTOPIA connections. The Admin Costs are decreasing because the fund has overpaid Admin Costs to the General Fund over the last 2 years. This fund is mainly to pass through UTOPIA billing to Lindon utility customers who had the option to purchase their connection. UTOPIA no longer offers this option so the number of customers decreases each year as they pay off their contracts to UTOPIA.*
- 25 Multiple GL's Use of Fund Balance +\$4,728,110  
Multiple GL's Appropriate to Fund Balance -\$465,275  
*The changes in revenues and expenses are balanced and offset by changes in the use of and appropriation to fund balances.*

Upcoming items of note which are not included in this budget amendment:

- Lindon Arena Phase 2 Improvements
  - Terraced seating in the retention wall blocks
  - Park benches
  - New bathroom
  - Additional grading
  - Estimated cost of \$286,900
- Myrtha pool lining
  - All of the pools have leaks and need to have the lining replaced
  - The lining is no longer under warranty
  - We can do the Aquatics Center in phases, such as
    - Spring 2024 – zero entry/kiddy pool area
    - Fall 2024 – lazy river, barrel pool, hot tub
    - Spring or Fall 2025 – lap pool
  - We were originally quoted a cost of about \$800,000 on the high end, but staff is working with the vendor to get quotes for different phases

(See RDA Agenda)

- 4. Review & Action: RDA, Interlocal Sales Tax Pledge Agreement / Parameters Resolution; Resolution #2023-6-RDA.** Consideration for adoption of a resolution of the Board of Directors of the Lindon City Redevelopment Agency, Utah (the “agency”) authorizing the issuance and sale of not more than \$5,000,000 aggregate principal amount of its tax increment and sales tax revenue bonds (the “bonds”); fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may mature, the maximum interest rate which the bonds may bear, and the maximum discount from par at which the bonds may be sold; providing for the posting of a Notice of Bonds To Be Issued; providing for the running of a contest period; authorizing and approving the execution of an Interlocal Sales Tax Pledge Agreement; and related matters. *(10 minutes)*

**Sample Motion:** I move to (approve, continue, deny) Resolution #2023-6-RDA *(as presented, or with changes)*.

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



**14.** Review & Action: **Interlocal Sales Tax Pledge Agreement / Bond Parameters Resolution; Resolution #2023-19-R.** Consideration for adoption of a resolution of the City Council of Lindon City, Utah (the “city”), authorizing the form of an Interlocal Sales Tax Pledge Agreement and the issuance of the city obligation created thereunder; fixing the maximum aggregate principal amount of the city obligation, the maximum number of years over which the city obligation may mature, and the maximum interest rate which the city obligation may bear; providing for the publication of a Notice of Public Hearing and bonds to be issued; providing for the running of a contest period and setting of a public hearing date; authorizing and approving the form of the pledge agreement, a general indenture, a supplemental indenture, and other documents required in connection therewith; acknowledging the issuance and sale by the Lindon City Redevelopment Agency, Utah of tax increment and sales tax revenue bonds, Series 2023; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and related matters.

**Sample Motion:** I move to (*approve, reject*) Resolution #2023-19-R (*as presented, or with changes*).

**15. Review & Action — L3 Communications Use Agreement.** The City Council will consider approval of the L3 Communications Use Agreement. *(5 minutes)*

**Sample Motion:** I move to *(approve, reject)* the L3 Communications Use Agreement *(as presented, or with changes)*.

**USE AGREEMENT**

An Agreement to permit Level 3 Communications, LLC, limited use of the public right-of-way for the installation of fiber optic communications system.

Section 1. Definitions.

For the purposes of this Agreement, and where used herein, the following terms shall be deemed to have the following meanings:

- a. City means the City of Lindon, Utah, a municipal corporation organized under the laws of the State of Utah.
- b. Company means Level 3 Communications, LLC, authorized to do business in the State of Utah.
- c. Facilities means a system of providing telephonic and other telecommunications services, which system includes all wires, cables, conduits, vaults and other necessary fixtures and equipment for the transmission of sound and signals.
- d. Sidewalk means that portion of a street, other than the roadway, set apart by curbs, barriers, marking or other delineation for pedestrian travel, including parkways not on private property.
- e. Street means the entire width between the boundary lines of every way dedicated to the public use, and publicly maintained for the purposes of vehicular travel, including alleys and shall also include those areas used or maintained for use by the Public such as shoulder areas, pullouts, and turn-arounds, and shall also include those areas planned as roadways and streets in the Lindon City Street Master Plan.

Section 2. Permission Granted.

- a. The City hereby grants to the Company limited permission to install, operate, maintain and repair fiber optic communications systems along the public right-of-way in Lindon, Utah. The specific area where the underground fiber optic cable will be installed is contained in Appendix A to this Agreement.
- b. The grant contained herein shall not be interpreted as providing the Company any permission on or over private property or in any easement owned by the City located on private property.
- c. This permission for use is granted for a period not to exceed ten (10) years commencing upon execution of this Agreement.

Section 3. Use of Streets.

The Company's facilities shall be located, constructed and maintained so that none of its facilities shall endanger the lives or property of the City or its citizens, or interfere with any improvements the City may deem proper to make now or in the future, or hinder or obstruct the free use of streets by the public. Whenever it shall be necessary in the location, construction or maintenance of the facilities to dig, or in any manner disturb or interfere with any of the streets, the Company shall, at its own cost and expense, immediately thereafter, and in a manner approved by the City, replace and restore such streets in as good a condition as before said work was commenced and in accordance with standards for such work set by City Code, the City Engineer, or Public Works Director. In the event any street shall become uneven, unsettled or otherwise require repairing because of the disturbance by the Company, then the Company shall promptly upon receipt of notice from the City to do so, cause said street to be repaired or restored to a good condition, and in compliance with the ordinances and standards of the City. The Company acknowledges and agrees to comply with the statutory requirement of a public utility concerning the restoration of surface treatments and landscaping the as set forth in § 54-3-27 of the Utah Code, as amended.

In the event that at any time during the period of this Agreement the City shall lawfully elect to make public improvements or repairs in or upon any street to alter or change the grade of any street or City-owned land, the Company, upon reasonable notice by the City, shall promptly remove or relocate as necessary its facilities at its own expense, and all streets disturbed by the Company shall be restored by it to as good a condition as before said disturbance and in compliance with the standards required by the City. The Company shall not place fixtures where the same will interfere with any other of the various, previously-installed or planned utilities serving the residents or businesses of the City. The Company agrees that the City Engineer may, in his discretion, limit the time period during which the Company may construct, locate, repair or maintain its facilities in streets in order to prevent traffic hazards; provided, however, that nothing herein stated shall prevent the Company from performing necessary repairs in the event of an emergency. Notice of street closure shall be given to the Public Works Director and to the City Engineer as soon as reasonably possible.

The Company is required to inform and advise the City Engineer of substantial repairs or replacement of existing facilities within or under existing, improved, or unimproved, streets or future City streets. In addition, the Company shall be required, at its expense, to provide the City with a plan for significant, non-emergency repairs or replacement of existing facilities within or under existing improved, or unimproved, streets or future City streets at least thirty (30) days prior to commencement of actual work. Facilities being installed under improved streets shall be pushed or bored under such streets in such manner that the existing improved street is not disturbed unless open cutting has been previously approved by the City Engineer's Office.

Whenever the Company is working in any street, proper and adequate warning signs shall be used, and shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as required by and to the reasonable satisfaction of the City Engineer's Office and any applicable City Code or State Statute. In the event that traffic must be diverted around construction or repair work or a road must be closed due to such work, the Company shall develop and submit a traffic plan showing traffic flows and how such diversions or detours will be managed. In the event a street is left unrepaired at the end of a normal working day, the Company shall perform all necessary cleanup work and erect and monitor such signs as are adequate to provide notice to the public of the street conditions, said cleanup and signage shall be subject to approval by the City Engineer's Office. All traffic plans required by this section shall be approved by the City Engineer before the commencement of work on affected roadways.

Any street opening made for installation or repair of facilities shall be closed and permanently repaired and resurfaced to City standards within 15 working days of making the opening. The City Engineer or Public Works Director shall have the authority to modify the time period allowed in this paragraph for any given work location based upon the specifications of the work required for each location. In any event, said street opening shall be subject to permit approval by the City Engineer's Office in accordance with any ordinance regulating the same during the term of this Agreement. In the event the Company shall fail to close any street opening within the maximum period specified herein, upon notice to the Company and an opportunity to cure not to exceed 24 hours, the City shall be, and hereby is, authorized by the Company to repair and resurface the street opening; and the Company

agrees to pay all reasonable and documented costs incurred by the City in doing the same upon demand of the City within thirty (30) days after Company's receipt of the City's invoice. In the reasonable discretion of the City, and prior to opening a street, the Company shall deposit cash or post bond in lieu thereof with the City, in an amount that the Public Works Director or City Engineer reasonably believes will be required to restore and repair the streets that will be disturbed, to be used in the event Company fails to close said street within a reasonable time to a condition satisfactory to the City Engineer's Office within the time specified. Upon the failure of the Company to close a street opening in the time specified, for failure to make such cash deposit or post bond when notified by the City Engineer's Office to do so, or both, the City may, in its reasonable discretion, refuse any permit or permits thereafter required to be issued or obtained for the opening of any streets in the City.

Section 4. Legal Construction.

While this Agreement shall not be construed as a comprehensive franchise agreement, the parties acknowledge and agree that the services provided by the Company constitute telecommunications services that are subject to the telecommunication license tax as contained in Title Three of the Lindon City Code.

Section 5. Construction Standards.

All buildings and facilities erected by Company for the purposes of conducting its business shall comply with the City Code and Construction Standards in effect at the time of the commencement of construction of said buildings and facilities.

Section 6. Fees.

Company agrees to be responsible to pay the actual, reasonable costs of the City in reviewing and approving any and all plans and work required by this agreement, including the City's actual, reasonable cost of supervising and inspecting the construction and/or repairs contemplated by this Agreement.

Section 7. Assignment.

The Company may assign or transfer this Agreement and all rights and obligations hereunder only with the express written permission of the City. Said assignment or transfer shall not be unreasonably withheld by the City upon the Company providing reasonable evidence of the assignee's commercial viability and ability to satisfy the obligations created under this agreement. Upon assignment or transfer, the transferee or assignee shall become entitled to all the rights and privileges herein granted and shall assume all of the obligations and liabilities as provided herein. Said assignment or transfer shall not relieve the Company from its obligations and liabilities as provided herein unless specifically provided by the City. Notwithstanding anything to the contrary within the terms of this Use Agreement, Company shall have the right to assign its rights and interest under the agreement to its subsidiaries, affiliates or successor legal entities or to the subsidiaries or affiliates of Company, without notice or consent.

Section 8. Powers.

The Company acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees

to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police power shall be resolved in favor of the latter, except that any such exercise that is not of a general application in the jurisdiction, or applies exclusively to the Company or to telephone and telegraph suppliers within the City, which contain provisions inconsistent with this Agreement, shall prevail only if upon such exercise, the City finds a situation exists constituting a danger to health, safety, property or general welfare, or such exercise is mandated by law.

Section 9. Indemnification.

The Company will compensate the City for the full actual loss, damage or destruction of the City's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Company's Communications Facilities), except to the extent caused by the negligence or willful misconduct on the part of the City or its agents, officers or employees.

The Company will further indemnify, defend and hold harmless the City and its agents, officers and employees, from any and all losses, damages, costs, expenses (including reasonable attorney's fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature (except special or consequential damages other than personal injury and property damage) in any way arising out of or in connection with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Company's Communications Facilities), except to the extent caused by the negligence or willful misconduct on the part of the City or its agents, officers or employees. The Company specifically assumes the liability for actions brought against the City and its agents, officers and employees, by the Company's agents, officers or employees, and the Company specifically waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law.

Section 10. Insurance.

The company shall procure and maintain the following types of insurance for the duration of this Agreement. Any contractor hired by Tenant to perform work at the leased property shall procure and maintain insurance.

a. Commercial General Liability ("CGL") with a coverage limit of at least \$2,300,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$2,300,000.00.

b. Business Auto with coverage that is at least \$2,300,000.00 combined single limit per accident for bodily injury and property damage.

c. Workers' Compensation and Employer's Liability as required by the State of Utah.

Section 11. Waiver.

The waiver of any breach of any of the terms or conditions of this Agreement shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings notwithstanding any such individual waiver of any breach thereof.

Section 12. Default and Termination.

In the event the Company shall make material default in the observance or performance of any one or more of the agreements, duties or obligations imposed upon it by this Agreement, and if any such default or defaults shall continue for a period of thirty (30) days after written notice thereof to the Company from the City stating the alleged default on the part of the Company, and the Company fails to take reasonable action necessary to cure said default, then and in each and every case, the City, in addition to all other rights and remedies allowed by law, shall be entitled to terminate this Agreement, and all rights and privileges of the Company under this Agreement shall thereupon be at an end. Provided, however, that the Company shall not be considered to be in default and be excused from performance at all times during which the Company may be delayed or interfered with by acts of God, action of or under governmental authority having jurisdiction over the Company, labor strikes or other conditions not controlled by, or brought about by, the actions of the Company; provided, however, that excuse from performance shall not relieve Company from any payment, as provided herein, to the City.

Section 13. Renewal.

This Agreement may be renewed by the Company upon terms that are mutually agreeable to the Company and the City. Renewal of this Agreement will not be effective unless it is approved by the governing body of the City of Lindon. The Company can begin negotiating renewal of this Agreement six (6) months prior to the expiration date.

Section 14. Abandonment.

The Company may terminate this Agreement thirty (30) days after giving the City notice of abandonment of the facilities.

In the event that the Company abandons the facilities, the City shall have the option of requiring the Company to remove the facilities if the City determines, in its sole discretion, that such facilities would interfere with or impair the City's ability to maintain, repair or expand its public improvements. The City shall give notice of the requirement to remove the facilities within 60 days of notice of abandonment from the Company. If the City requires the removal of the facilities the Company shall, at its own cost and expense, remove the facilities, and in a manner approved by the City, replace and restore such streets that may be affected in as good a condition as before said work was commenced and in accordance with standards for such work set by City Code or by the City Engineer.

Section 15. Notice.

Whenever any notice is to be given pursuant to this Agreement, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

City: City of Lindon  
100 North State Street  
Lindon, Utah 84042

Company: Level 3 Communications, LLC  
1025 Eldorado Blvd  
Broomfield, Colorado 80021

Section 19. Amendment.

This Agreement contains the entire agreement of the City and the Company and may only be amended or modified in writing signed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF Lindon, Utah  
BY:

\_\_\_\_\_  
Carolyn O. Lundberg  
Lindon City Mayor

(SEAL)  
ATTEST:

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

LEVEL 3 COMMUNICATIONS, LLC

BY: *AM*

Title: Manager, Network ROW

WITNESS:

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



**ADJOURN**