

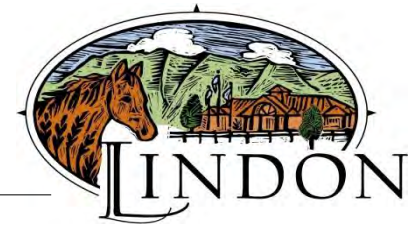
Lindon City Council Staff Report



Prepared by Lindon City
Administration

September 18, 2023

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



The Lindon City Council will hold a meeting at **5:15 pm on Monday, September 18, 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. 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: Jake Hoyt
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) Ceremonial swearing-in of Officer Tanner Hughes.
 - b) 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 July 17, 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.* The following consent agenda item was presented for approval. *(5 minutes)*
 - a) Resolution #2023-14-R; Surplus equipment disposal.
- 8. Review & Action — Police Department Vehicle Lease; Resolution #2023-15-R.** The police department requests City Council approval of Resolution #2023-15-R allowing the Mayor and Staff to execute a lease agreement for 16 new police vehicles. Zions Bank is facilitating the loan for the lease and requires a resolution of support prior to preparing final lease documents. An estimated amount for the purchase was incorporated into and approved as part of the FY2023-24 budget. The final/actual purchase amount will be amended as part of the October 2023 budget amendment. *(10 minutes)*
- 9. Review & Action — Ordinance #2023-12-O; Kia Sign Ordinance Amendment.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-12-O for an amendment to the city sign code to allow pole signs in the Planned Commercial-1 (PC-1) zone. *(10 minutes)*
- 10. Review & Action — Ordinance #2023-18-O; Setback Ordinance Amendment.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-18-O to amend the side yard setback requirement that is contiguous to a street for the R1-12 Zone. *(15 minutes)*

- 11. Review & Action — Ordinance #2023-15-O; Mark Weldon Zone Change.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-15-O to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC). *(20 minutes)*
- 12. Review & Action — Ordinance #2023-19-O; Avalon Zone Change.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-19-O to add a Senior Housing Facility Overlay (SHFO) over the existing Commercial General (CG) zone of the subject property. *(20 minutes)*
- 13. Review & Action — Ordinance #2023-13-O; Lindon Village Ordinance Amendment.** The Council will review a recommendation by the Lindon City Planning Commission for denial of Ordinance #2023-13-O. Michael Coutlee represents the property owners on the north side of 700 N. and has made an ordinance amendment application to petition the City to allow residential as a permitted use in the Lindon Village zone. *(20 minutes)*
- 14. Discussion Item — Mini Round-About.** The City Engineers will present information about mini round-abouts and how they may be used to help improve traffic flow and increase pedestrian safety in certain areas of the city. *(20 minutes)*
- 15. Public Hearing — Resolution #2023-16-R; FY2023-24 Fee Schedule Updates.** The Council will review and consider proposed amendments to the FY2023-24 fee schedule. *(5 minutes)*
- 16. Recess to Lindon City Redevelopment Agency Meeting (RDA)** *(30 minutes)*
- 17. Review & Action — Resolution #2023-17-R; Intent to provide financial backstop to the Lindon City RDA for purchase of property on 700 North.** *(10 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. 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) websites.

Posted by: /s/ Kathryn Moosman, City Recorder

Date: September 14, 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

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

Invocation: Jake Hoyt

Pledge: By invitation

Item 1 – Call to Order / Roll Call

September 18, 2023 Lindon City Council meeting.

Carolyn Lundberg

Jake Hoyt

Van Broderick

Mike Vanchiere

Randi Powell

Daril Magleby

Item 2 – Presentations and Announcements

- a) Ceremonial swearing-in of Officer Tanner Hughes.
- b) 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: September 18th & October 2nd
- October 2023 newsletter assignment (due last week of September): Adam Cowie
- Fall Clean-up (city wide dumpsters), Nov 11th-20th
- Meet the Candidates questions for discussion
- Meet the Candidate Night – October 12th at 7pm; City Council Chambers
- Lindon Life Skills 101 event; Nov 8th; 7pm @ Lindon Community Center
- General Election date: November 21st
- Misc. Items.

LINDON CITY “MEET THE CANDIDATES” NIGHT

- All candidates will give an introduction (up to 3-minutes)
 - Tell us about yourself. Describe why you are running for office.
- All candidates will get up to 2 minutes for closing remarks.

Possible Candidate Questions: (responses will be timed; 2-minute limit). Please be prepared to answer any of the following questions. We will randomly pick 4-5 of these questions to answer with a 2-minute response time for each question.

1. Please share an issue in the community that you are passionate about and how you feel your election as a City Council member or Mayoral candidate can impact that issue.
2. What do you perceive as the two most significant opportunities or issues currently facing Lindon City?
3. What do you perceive as the three best things about Lindon City that set it apart from other cities?
4. What water conservation measures do you feel are most appropriate for Lindon to consider implementing as a method to reduce water use during periods of drought?
5. The Lindon City P.A.R.C. tax (Parks, Arts, Recreation, Culture) will come up for renewal on the 2023 ballot. What’s your position on the PARC tax?
6. What talents and/or experience do you have that will assist in making Lindon City a better functional local government?
7. What are your top priorities for the future of Lindon?
8. Affordable housing is a major concern in Utah. What are your thoughts on affordable housing in Lindon and what, if anything, should the City be doing about it?
9. How can the inevitable growth of residential and commercial development in Lindon be balanced with the “Little bit of Country” motto?
10. What do you feel is the most important role or duty as a local elected official? How will you fulfill that role or duty if elected?

Audience Member Question:

Item 6 – Approval of Minutes

- Review and approval of City Council minutes: **July 17, 2023 Regular City Council Minutes will be reviewed.**

2 The Lindon City Council regularly scheduled meeting on **Monday, July 17, 2023, at**
3 **5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street,
4 Lindon, Utah.

6 **REGULAR SESSION – 5:15 P.M.**

8 Conducting: Carolyn Lundberg, Mayor
9 Invocation: Randi Powell, Councilmember
10 Pledge of Allegiance: Shawnee Rasmussen

12 **PRESENT**

Jake Hoyt, Councilmember
14 Van Broderick, Councilmember
15 Randi Powell, Councilmember
16 Mike Vanchiere, Councilmember
17 Daril Magleby, Councilmember
18 Adam Cowie, City Administrator
19 Brian Haws, City Attorney
20 Mary Barnes, Associate Planner
21 Kathryn Moosman, City Recorder

EXCUSED

Carolyn Lundberg, Mayor

22
23 1. **Call to Order/Roll Call** – The meeting was called to order at 5:15 p.m.

24
25 2. **Presentations and Announcements:**

- 26
27 a) Employee Recognition Awards: McKindra Camp and Alicia Adams were
28 recognized for the quarterly employee recognition awards. Mr. Cowie read
29 comments submitted by co-workers. The council congratulated Ms. Camp
30 and Ms. Adams for their good works and efforts for the city.
31 b) Comments / Announcements from Mayor and Council members.

32
33 3. **Open Session for Public Comment** – Mayor Lundberg called for any public
34 comments. There were several in attendance to address the council as follows:

36 **DeAnn Perry:** Ms. Perry stated she moved to Lindon City in 1975 to the east side of
37 Lindon and then moved to Lakeview Road in 1978. They came here to raise their kids in
38 a “little bit of country.” She mentioned that she understands business and real estate.
39 She stated Mr. Cook, bought property and knew it was landlocked and needed permission
40 by property owners, but he forced his way through the road through properties (Percy
41 Johnson’s existing roadway). They were given a “no trespass” notice and the notice was
42 sent to a non-existing address and the Judge threw it out as it was landlocked. Mr. Cook
43 continued to try to access and the Judge fined them 10 times what the fine was. The
44 owners put a chain across to keep him out and they had a lawsuit filed against them to

2 take 20 feet from their property. They hired one of the top real estate attorneys in the
county to file a lawsuit trying to gain access to the 3-acre property.

4 Ms. Perry went on to say that this spring they have gone to property owners for
access to a parcel to obtain greenhouse pieces and talked a neighbor into selling to them.
6 One of the Cook brothers is living in that home and he has hauled old rusty junk onto the
property. They have had meetings with Phil brown. They have been told there is nothing
8 in regards to storage of farm equipment in the code. She pointed out that Orem City is
cracking down on residents to get rid of their junk. The Cooks have hauled in 46 loads of
10 old rusty junk. It starts at the lane they were prevented from accessing to their property
line and goes all the way up the property line and is 20 inches from fence line. They have
12 also hauled in 11 shipping containers that are within 2 ft of property line.

Ms. Perry stated she has contacted the city and talked to Mike Florence and a
14 filing was made against them and they were given a notice. The Cook brother that owns
the home bought a huge conveyor that is right up against her fence line. After he received
16 notice about the shipping containers, they removed 8 but there are still 2 shipping
containers right next to her fence line. She understands there is an ordinance being put
18 forth for shipping containers which is a good idea. There are not setback requirements
and if goes through there will be a 10 ft setback. She thinks it should be 25 ft. setback.
20 She reiterated she has talked with Mr. Florence many times and action has been filed. She
has also talked to Councilmember Hoyt, but she has not heard what is going to happen.

22 Ms. Perry stated she came to last Planning Commission meeting and asked what
is going to happen with all the junk because it has affected her personally. After several
24 years Tony Cook came to them and paid back all of the attorney fees and she felt that
they had a good relationship but he has now said he will do whatever he wants with his
26 property. She noted before the Planning Commission meeting, she talked to Mr. Florence
again as nothing has been moved. She stated this is not usable stuff and she needs to
28 know what is going to happen.

Mayor Lundberg said they will talk with code enforcement to follow up and
30 stated the city attorney is looking into this issue. City Attorney, Brian Haws stated as far
as the combine goes state statute makes it very clear they are not regulated. Agricultural
32 uses are permitted uses in R120 as long as it's an agricultural use they have to prove it is
used. However, if it is not used and is junk equipment it needs to be cleaned up. City
34 policy states if people are making progress, we will work with them. Mr. Haws clarified
there are no regulations on combines. Mayor Lundberg said this appears to be ongoing
36 and code enforcement staff to assess this situation. Ms. Perry invited the council to come
down and look at the property.

38

Floyd Hard and Shawnee Rasmussen: They mentioned that it is great to have new
40 arena noting they have held events there. However, with many competitors there are a
few issues that need improvement including the parking issue. People come here to
42 compete but there is not enough parking, and cars from the pool are parked there too. Is
there any way to add more parking at the arena. The Farmer's Market is also held there
44 and there is just not enough parking. It would help for several events/things that are

2 happening there. One other concern for improvement is for some restrooms and a
 4 drinking fountain. They also invited the council to ride in the side by sides for the parade.

6 **Ron Clegg:** Mr. Clegg spoke in regards to the restrooms at the arena. He noted this
 8 would be a bit of a safety issue especially at night. He thinks a precast bathroom would
 10 be better in the long run with 2 stalls. The current building was never intended for use as
 12 a bathroom. They could use it for storage etc. and you could also do cosmetic upgrades to
 14 the building.

16 **Ilene Miller:** Ms. Miller stated she is from the Utah Valley Home Builders' Association.
 18 She spoke on the issue of tracking and monitoring building codes. She also mentioned the
 20 upcoming election. Ms. Miller stated they just finished up the parade of homes and the
 22 funds go to scholarship funds and is nonprofit. They do charitable work at Christmas time
 24 which is also nonprofit and of which Mike Florence has served. She stated Mr. Florence
 26 has been so valuable and gives a whole different perspective to pass on to the state. She
 28 thanked Mr. Florence so much for his cooperation and they appreciate the support.

4. COUNCIL REPORTS:

30 **Councilmember Hoyt** – Councilmember Hoyt reported he attended the first farmers
 32 market noting that it was well attended. He also reported the Police Department had
 34 reports of 3 vehicles that were stolen that were recovered. He also received an email from
 36 a resident that stated Officer Farley went above and beyond his call of duty. He also
 38 touched base with Heath Bateman today noting the hot weather brings people to the pool
 40 and the pool has been maxed out several times.

42 **Councilmember Vanchiere** – Councilmember Vanchiere reported the PG/Lindon
 44 Chamber of Commerce has a lot going on in terms of business in excellence and they are
 46 holding a lot of events. He noted he would like to see them emphasize the Lindon
 48 component more and they are amendable to that. He also reported he has attended
 50 several DRC meetings noting there are a few things coming up. The planning department
 52 staff continues to be on top of it all and he appreciates their good works.

54 **Councilmember Magleby** – Councilmember Magleby reported next Wednesday the first
 56 Historical Preservation Commission meeting will be held. He also reported Lindon Days
 58 is coming up in a few weeks and everything is ready to go. Following some general
 60 discussion on Lindon Days the council was in agreement to ride together and to throw
 62 candy. He also mentioned the Centennial logo will be done in the next week or two.

64 **Councilmember Powell**– Councilmember Powell reported the first youth council
 66 meeting was held a week ago with a great group of kids. They are planning for their
 68 coming election for their body and also preparing for the 911 drill and food drive. Last
 70 Wednesday was the senior BBQ with over 500 people in attendance and it was a

2 wonderful event. She also mentioned a flyer from the state division of aging for an
4 upcoming event and to call 385-377-4688 to register.

6 **Councilmember Broderick** – Councilmember Broderick reported the masonry is going
on the cemetery building and things are moving along well at the cemetery.

8 **Mayor Lundberg** – Mayor Lundberg reported she met with Eric Dowdle to discuss the
10 concept of where they are going to go for Lindon Days. She asked the council how they
12 felt about Mr. Dowdle’s idea of inviting residents for an ice cream social after the Lindon
Days parade to view the black and white sketch of the puzzle with the idea being to drum
up enthusiasm and presale of the puzzle. The council was amendable to this idea.

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

16 **Misc. Updates:**

Next regular council meetings: August 21st & September 18th

- 18 • August 2023 newsletter assignment (due last week of July): Carolyn Lundberg
- 20 • Big-D Construction, Taco Tuesday; 11:30 to 1:30pm, free tacos w/Public safety
personnel located at 1788 W 200 N, Lindon.
- 22 • Engineering Coordination meeting, July 18th at Noon at Public Works
- 24 • Orem Wastewater Treatment facility tour, Tues., July 18th at 1:45pm. 1797 W
1000 S, Orem.
- 26 • Lindon employees summer pool party; Friday, July 21st; 6:30pm to 9:30pm.
Lindon Aquatics Center.
- 28 • Lindon Days - July 29th through August 5th; Dates & times of events can be
viewed here: <https://www.lindonrecreation.org/lindon-days>
- 30 • Citywide Drill & Food Drive - Monday, September 11th at 6pm. City Council
training.
- 32 • Lindon Life Skills 101 event; November 8th; 7pm at Lindon Community Center
- General Election date: November 21st
- Misc. Items.

34 **6. Approval of Minutes** – The minutes of the regular City Council meeting of July
36 3, 2023 will be reviewed.

COUNCILMEMBER POWELL TO APPROVE THE MINUTES OF THE
38 REGULAR CITY COUNCIL MEETING OF JULY 3, 2023 AS AMENDED.
COUNCILMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS
40 RECORDED AS FOLLOWS:

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

2 COUNCILMEMBER MAGLEBY AYE
THE MOTION CARRIED UNANIMOUSLY.

4

6 7. **Consent Agenda Items** – There were no Consent Agenda items presented for approval.

8 **CURRENT BUSINESS**

10 8. **Public Hearing — Ordinance #2023-11-O.** The Council will review a
12 recommendation by the Lindon City Planning Commission to add a definition to
14 Chapter 17.14 Pubic Noticing. Lindon City is proposing to add a definition for
“Affected Area” into Chapter 17.14 of the LCC, in order to comply with recent
changes in the Utah State Code.

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

20 Mary Barnes, Associate Planner led this agenda item by stating in the 2023 the
22 Utah Legislature passed Senate Bill 43. This new bill amends the public noticing
requirements for municipalities. This ordinance amendment is a direct result of S.B.43.

24 Ms. Barnes explained that essentially, this new law separates notices into two
classes, Class A and Class B, and has requirements of what information needs to be in
26 these notices and how notice is provided. She added that for informational purposes city
staff has provided a table that outlines which types of land use applications apply to
28 specific notices. These are not being incorporated into the city code but city staff will
need to follow them as we provide public noticing

30 Ms. Barnes indicated that the new law also requires certain land use applications
to notice an “Affected Area”. Chapter 17.14 of the Lindon City code already calls out
notice parameters for nonresidential and residential noticing. However, the State has
32 defined “Affected Area” to mean the following:

- 34 a) the area that is designated in statute, county ordinance, or municipal ordinance as
the area for which public notice must be provided;
- 36 b) in relation to a statute, if no affected area is designated in the statute, the affected
area is the state;
- 38 c) in relation to a county ordinance, if no affected area is designated in the county
ordinance, the affected area is the county; or
- 40 d) in relation to a municipal ordinance, if no affected area is designated in the
municipal ordinance, the affected area is the municipality.

42 Ms. Barnes stated the city is proposing to define “Affected Area” as follows:

44 *“For purposes of this Chapter, “Affected Area” shall mean all parcels of real property
which have at least one boundary line that lies within five hundred feet (500’) of at least*

2 *one boundary line of a property that is the subject of a land use decision by Lindon City,*
 4 *if the subject property is within a residential or commercial farm zone or within eight*
 4 *hundred feet (800') of a subject property that is within a non-residential zone.”*

6 Ms. Barnes stated the noticing parameters are already found in Lindon City Code
 6 17.14.050(2)(a). She pointed out that this ordinance amendment will simply incorporate
 these existing noticing requirements into the definition of an affected area.

8 Current Lindon City Code 17.14.050(2)(a): *Not less than ten (10) calendar days*
 10 *before the first public meeting or public hearing required for land use applications listed*
 10 *in subsection (1) of this section, each notice shall:*

12 *a. Be mailed and addressed to the record owner of each parcel within five hundred feet*
 12 *(500') of the subject property if said property is residential or eight hundred feet (800')*
 14 *if said property is nonresidential;*

16 Ms. Barnes then referenced the table showing for what land use applications are
 required to have Class A or Class B notices as follows:

- 18 • Class A notices must be published on the State Public Notice website, on the City
 website, and sent to the affected area.
- 20 • Class B notices must be published on the State Public Notice website, on the City
 website, sent to the affected area, and sent to the real property owner. Chapter
 22 17.14 in the LCC already has these requirements in place for legislative land use
 applications.

24 Ms. Barnes noted on July 11, 2023 the Lindon City Planning Commission
 26 unanimously recommended approval for this ordinance amendment after some discussion
 around noticing practices within the State of Utah. She then presented the draft public
 noticing ordinance amendment followed by discussion.

28 City Attorney, Brian Haws clarified that an official notice has to be first class
 30 mail and we can't notice through email, etc. He added the cost is really what is driving
 this action.

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

34 COUNCILMEMBER VANCHIERE MOVED TO CLOSE THE PUBLIC
 HEARING. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL
 36 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

38 Councilmember Broderick questioned if we can notice out to a further radius as
 40 sometimes residents indicate they weren't noticed. Ms. Barnes said we already notice
 above the requirement and postage costs and time are an issue; however, increasing the
 radius could be discussed.

42 Following some addition discussion, the Council was in agreement to approve
 44 Ordinance #2023-11-O adding a definition to Chapter 17.14 Pubic Noticing in order to
 comply with recent changes in the Utah State Code as presented by staff.

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

4

COUNCILMEMBER HOYT MOVED TO APPROVE ORDINANCE #2023-11-
6 O AS PRESENTED. COUNCILMEMBER MAGLEBY SECONDED THE MOTION.
THE VOTE WAS RECORDED AS FOLLOWS:

8 COUNCILMEMBER HOYT AYE

COUNCILMEMBER BRODERICK AYE

10 COUNCILMEMBER POWELL AYE

COUNCILMEMBER VANCHIERE AYE

12 COUNCILMEMBER MAGLEBY AYE

THE MOTION CARRIED UNANIMOUSLY

14

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

16

18 **Adjourn** –

20 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
AT 6:35 PM. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL
22 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

24

Approved – August 21, 2023

26

28

Kathryn A. Moosman, City Recorder

30

32

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.

The following consent agenda item was presented for approval.

a) Resolution #2023-14-R; Surplus equipment disposal.

Sample Motion: I move to (*approve, reject*) the consent agenda item (*as presented or amended*).

RESOLUTION NO. 2023-14-R

A RESOLUTION DECLARING CERTAIN PROPERTY AND EQUIPMENT OWNED BY LINDON CITY TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF THE LISTED ITEMS.

WHEREAS, the Municipal Council of Lindon City has adopted policies and procedures for the disposal of surplus property and equipment, with said policy found in Section 3 of the Lindon City Policies and Procedures Manual; and

WHEREAS, the policy requires that a public meeting be held concerning the declaration of any property deemed to be surplus by the City and which has an estimated valued over \$100; and

WHEREAS, the identified property is no longer needed and/or has exceeded its useful life and needs to be disposed of.

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

- Section 1. That the items described on the attached listing be declared as surplus property of the City; and
- Section 2. That these items be offered for sale to the public through their listing on www.publicsurplus.com or other comparable on-line auction site. The items will be offered for minimum bids when appropriate. If the minimum bid is not realized, administrative staff may dispose of the items at their discretion including selling for less than the minimum bid; and
- Section 3. This resolution shall take effect immediately upon passage.

Adopted and approved this 18th day of September 2023.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

July 19, 2023

Proposed Item for Surplus

Item: John Deere Generator with switch gear

Reason for surplus:

- Old generator from lift station #4
- New generator has been installed
- No use for old generator

Minimum suggested surplus price: \$1,000.00



Item: Animal Control trailer

Reason for surplus:

- Trailer has not been used for over six years.
- Have no current need for trailer

Minimum Suggested Price: \$250.00



Item: Surplus Vehicles for FY 2024

The list below is the vehicles that are proposed to be sold on surplus during fiscal year 2024. The list shows the current Kelley Blue Book values for private sale.

Vehicles to be sold as surplus							
	Unit #	Year	Make	Model	Mileage	KBB Low	KBB High
	200	2021	Ford	F 150	40000	\$ 43,725.00	\$ 47,746.00
	202	2021	Ford	F 150	35000	\$ 44,150.00	\$ 48,171.00
	206	2021	Ford	F 150	35000	\$ 44,288.00	\$ 48,309.00
	210	2021	Ford	F 150	35000	\$ 44,288.00	\$ 48,309.00
	211	2021	Ford	F 150	22000	\$ 46,643.00	\$ 50,664.00
	215	2019	Ford	F 150	32000	\$ 34,236.00	\$ 41,283.00
	300	2021	Ford	F 250	5000	\$ 43,276.00	\$ 47,301.00
	302	2005	Ford	F 350	110000	\$ 6,979.00	\$ 10,166.00
	410	2018	Chevy	1500	35000	\$ 24,079.00	\$ 26,460.00
	502	2017	Chevy	3500	50000	\$ 32,793.00	\$ 36,680.00
	600	2012	Dodge	1500	75000	\$ 12,796.00	\$ 16,455.00
	602	2006	Dodge	2500	80000	\$ 10,500.00	\$ 13,149.00
	801	2018	Chevy	1500	48000	\$ 24,645.00	\$ 27,550.00
	411	2006	Dodge	1500	70000	\$ 8,660.00	\$ 11,721.00
	304	2001	Dodge	Dakota	60000	\$ 4,204.00	\$ 6,673.00
	100	1996	Ford	Crown Vic	Unknown	\$ 500.00	\$ 500.00
						\$425,762.00	\$481,137.00

Alex Roylance
Facilities and Fleet Manager

- 8. Review & Action — Police Department Vehicle Lease; Resolution #2023-15-R.** The police department requests City Council approval of Resolution #2023-15-R allowing the Mayor and Staff to execute a lease agreement for 16 new police vehicles. Zions Bank is facilitating the loan for the lease and requires a resolution of support prior to preparing final lease documents. An estimated amount for the purchase was incorporated into and approved as part of the FY2023-24 budget. The final/actual purchase amount will be amended as part of the October 2023 budget amendment. *(10 minutes)*

Sample Motion: I move to *(approve, reject)* Resolution #2023-15-R, approving the police department vehicle lease *(as presented, or with changes)*.

RESOLUTION NO. 2023-15-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, APPROVING THE FORM OF THE EQUIPMENT LEASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH AND FINDING THAT IT IS IN THE BEST INTEREST OF LINDON CITY, UTAH TO ENTER INTO SAID AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described as sixteen Police Vehicles; and

WHEREAS, the Governing Body understands this resolution is the first step in the process of the Equipment Lease Agreement and authorizes the Mayor to review the terms and conditions of the agreement to make them acceptable to Lindon City, Utah; and

WHEREAS, the Governing Body has taken the necessary steps including any legal bidding requirement, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement by using the State of Utah approved bidders list.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LINDON CITY, UTAH AS FOLLOWS:

- Section 1. The terms, as reviewed and approved by the Mayor, of said Equipment Lease Agreement are in the best interests of Lindon City, Utah for the leasing of the equipment described therein.
- Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Lindon City, Utah.
- Section 3. The officers of the Governing Body and Lindon City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

PASSED AND APPROVED by the City Council of Lindon City, Utah this 18th day of September 2023.

By _____
Carolyn O. Lundber, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

COUNCIL MEMBERS VOTING AYE

COUNCIL MEMBERS VOTING NAY

Lindon City, Utah

\$1,038,640.00 Equipment Lease Purchase

Dated September 27, 2023

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Lindon City, Utah

\$1,038,640.00 Equipment Lease Purchase

Dated September 27, 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/27/2023	181,368.77	-	-	181,368.77	181,368.77
09/27/2024	137,819.39	5.080%	43,549.38	181,368.77	181,368.77
09/27/2025	228,036.85	5.080%	36,548.15	264,585.00	264,585.00
09/27/2026	239,621.12	5.080%	24,963.88	264,585.00	264,585.00
09/27/2027	251,793.87	5.080%	12,791.13	264,585.00	264,585.00
Total	\$1,038,640.00	-	\$117,852.54	\$1,156,492.54	-

Yield Statistics

Bond Year Dollars	\$2,319.93
Average Life	2.706 Years
Average Coupon	5.0799999%
Net Interest Cost (NIC)	5.0799999%
True Interest Cost (TIC)	5.0799999%
Bond Yield for Arbitrage Purposes	5.0799999%
All Inclusive Cost (AIC)	5.0799999%

IRS Form 8038

Net Interest Cost	5.0799999%
Weighted Average Maturity	2.706 Years



Lindon City, Utah

\$1,038,640.00 Equipment Lease Purchase

Dated September 27, 2023

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/27/2027	Term 1 Coupon	5.080%	5.080%	857,271.23	100.000%	857,271.23
Total	-	-	-	\$857,271.23	-	\$857,271.23

Bid Information

Par Amount of Bonds	\$857,271.23
Gross Production	\$857,271.23
Bid (100.000000%)	857,271.23
Total Purchase Price	\$857,271.23
Bond Year Dollars	\$2,319.93
Average Life	2.706 Years
Average Coupon	5.0799999%
Net Interest Cost (NIC)	5.0799999%
True Interest Cost (TIC)	5.0799999%



Lindon City, Utah

\$1,038,640.00 Equipment Lease Purchase

Dated September 27, 2023

Sources & Uses

Dated 09/27/2023 | Delivered 09/27/2023

Sources Of Funds

Par Amount of Lease	\$1,038,640.00
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Total Sources	\$1,038,640.00
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Uses Of Funds

Deposit to Equipment Lease Purchase Fund	1,038,640.00
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Total Uses	\$1,038,640.00
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UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Lindon City
Address: 100 N. State Street
City, State Zip: Lindon, UT 84042
Attention: Mike Brower
Public Finance Office: Police Chief
County: Utah
Amount: 1,038,640.00
Rate: 5.08
Maturity Date: September 27, 2027
First Pmt Date: September 27, 2023
Payment Dates: September 27
Auto Extend: 4
Governing Body: City Council
Resolution Date: September __, 2023
Dated Date: September, 2023
Day: 27th
State: Utah

\$1,038,640.00
Lindon City
Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the Lindon City
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of September 27, 2023

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

LINDON CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of September 27, 2023, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and Lindon City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease (or the Advances to be made hereunder) will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on September 27, 2027, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease

will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will,

to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In

exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Lindon City
100 N. State Street
Lindon, UT 84042
Attention: Mike Brower

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

LINDON CITY, as Lessee

By: _____

Title

EXHIBIT A
FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of five and eight percent (5.08 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/27/2023	181,368.77	-	-	181,368.77	181,368.77
09/27/2024	137,819.39	5.080%	43,549.38	181,368.77	181,368.77
09/27/2025	228,036.85	5.080%	36,548.15	264,585.00	264,585.00
09/27/2026	239,621.12	5.080%	24,963.88	264,585.00	264,585.00
09/27/2027	251,793.87	5.080%	12,791.13	264,585.00	264,585.00
Total	\$1,038,640.00	-	\$117,852.54	\$1,156,492.54	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

16 Police Vehicles:

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED0PFC27206

2023 Ford Truck, F-150 Series
VIN #1FTFW1EDXPFC20053

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED7PFC20334

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED9PFB45121

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED3PFC19777

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED1PFC19888

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED4PFC20064

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED3PFC20525

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED3PFC20217

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED4PFC20095

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED6PFC20034

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED7PFC20009

2023 Ford Truck, F-150 Series
VIN #1FTFW1EDXPFC20070

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED6PFC20115

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED5PFA38714

2023 Ford Truck, F-150 Series
VIN #1FTFW1ED8PFC19726

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Lindon City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Lindon City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2023.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Lindon City (the “Lessee”).
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on September __, 2023, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2023.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2023.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Lindon City (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated this 27th day of September, 2023, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the “State”).
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E
SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated September 27, 2023 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit “B” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

LINDON CITY

By: _____
(Authorized Signature)

Date: _____

- 9. Review & Action — Ordinance #2023-12-O; Kia Sign Ordinance Amendment.** The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-12-O for an amendment to the city sign code to allow pole signs in the Planned Commercial-1 (PC-1) zone. *(10 minutes)*

Sample Motion: I move to (*approve, reject*) Ordinance #2023-12-O (*as presented, or with changes*).

Ordinance Amendment – 18.03.030 Pole Signs

Date: September 18, 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 2023-12-O (as presented, or with changes).

Overview:

- The new Doug Smith Kia is under construction at 499 S. Lindon Park Drive next to The Home Depot.
- The new dealership received site plan approval from the planning commission on March 14, 2023.
- The dealership is petitioning the planning commission and city council for an amendment to the city sign code to allow pole signs in the Planned Commercial-1 (PC-1) zone. Doug Smith Kia would like to install a pole sign that is 152 square feet.
- The Hyundai and Lexus dealerships as well as Discount Tire have pole signs along I-15.
- Pole signs are only permitted along I-15 in the T-Travel Influence District (T-Zone). The allowable size for each pole sign is 250 square feet.
- The T-Travel influence district is an overlaid district which is applied to the land extending for five hundred (500) feet in either direction from the center of the freeway right of way. See below example:



T-Zone example

Staff Analysis:

Lindon City worked with Doug Smith Kia to recruit them to move their business to Lindon City. The Lindon City Redevelopment Agency also worked with the dealership on a tax incentive as part of their relocation. City staff feels like it would be a good idea to allow pole signs for the businesses in the PC-1 zone because many of these businesses in this area are many of the top sales tax producers for the city. It is anticipated that Doug Smith Kia will be included as one of the top sales tax producers when they open next year. There are 6 commercial properties in the PC-1 zone. Those include Murdock Hyundai, Larry H. Miller Lexus, Doug Smith Kia, The Home Depot, Discount Tire and Les Schwab Tire. Of those six businesses Murdock Hyundai, Larry H. Miller Lexus and Discount Ture have pole signs along the interstate.

The T-zone allows signs to have a maximum square footage of 250 square feet and maximum height of 35' or 25' feet above the I-15 grade level at a point perpendicular to the sign, whichever is greater.

Doug Smith Kia is proposing a 35' tall sign with a maximum square footage of 152 square feet. The city council should evaluate the appropriate square footage of the sign to ensure that it will not detract from the area.

Ordinance Proposal

Pole Sign.

1. Pole signs require a sign permit from the City.
2. Pole signs are only permitted along I-15 in the T-Travel Influence District (T-Zone) and the PC-1 zone.
3. Pole signs shall:
 - a. Not exceed a maximum height of thirty- five (35') from the base of the sign, or twenty- five feet (25') above I-15 grade level at a point perpendicular to the sign, whichever is greater;
 - b. Not exceed two hundred fifty (250) square feet of display area in all zones overlaid by the T-zone, with the exception of the following:
 - i. Not exceed three hundred fifty (350) square feet of combined display area of "primary signage" for properties within the General Commercial zone (CG) and overlaid by the T-zone. Additional "secondary signage" of up to two hundred (200) square feet is permitted for parcels 5 acres or larger within the CG zone and overlaid by the T-zone. Secondary signage shall only be permitted as one single display area and can not be combined in the same display area as the primary signage. Multiple secondary signs are not permitted on the same pole sign. Secondary signage shall be separated by at least 3' from the primary signage.
 - c. Be allowed at the rate of one (1) pole sign per subdivided lot with frontage on I-15 and in the T-Zone with the exception of the following:
 - i. Additional pole signs on the same lot may be allowed in the T-Zone provided that the minimum separation, irrespective of lot lines, between other pole signs, billboards, on-premises, or off-premises signs is five hundred feet (500') linear. Individual land divisions in a condominium association shall not be considered lots. Additional pole signs shall be limited to two hundred fifty (250) square feet and shall not be permitted to have any "secondary signage" regardless of acreage.
 - ii. No more than one additional pole sign, not to exceed two hundred (200) square feet of display area, may be allowed within the PC-1 and PC-2 zones in areas overlaid by the T-zone. Irrespective of lot lines, a minimum 100' separation distance from other pole signs or billboards is required.

d. In the PC-1 zone signs are limited to thirty-five feet in height from the base of the sign and not to exceed two hundred and fifty (250) square feet of display area. All other requirements of this section for poles signs are applicable.

de. Not overhang or extend beyond a property line adjacent to the freeway. A pole sign may be located up to the property line adjacent to the freeway (zero setback). All other setbacks shall be ten (10) feet from a property line. (Ord. 2009-4, amended, 2009; Ord. 2008-5, adopted, 2008; Ord. 2006-1, adopted, 2006)

Exhibits

1. Draft ordinance
2. Proposed Sign Rendering
3. Similar Sign Design at Jerry Siener Kia

ORDINANCE NO. 2023-12-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING TITLES 18.03 – LINDON CITY SIGN CODE 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 ensure commercial uses located in close proximity to residential uses do not negatively impact established characteristics and qualities; and

WHEREAS, the Lindon City Council finds that it is in the best interest of the City to allow for poles signs in the Planned Commercial -1 (PC-1) zone and where specific standards are met to limit negative effects on surrounding properties;; and

WHEREAS, on August 22, 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:

Pole Sign.

1. Pole signs require a sign permit from the City.
2. Pole signs are only permitted along I-15 in the T-Travel Influence District (T-Zone) and the PC-1 zone.
3. Pole signs shall:
 - a. Not exceed a maximum height of thirty- five (35') from the base of the sign, or twenty- five feet (25') above I-15 grade level at a point perpendicular to the sign, whichever is greater;
 - b. Not exceed two hundred fifty (250) square feet of display area in all zones overlaid by the T-zone, with the exception of the following:
 - i. Not exceed three hundred fifty (350) square feet of combined display area of “primary signage” for properties within the General Commercial zone (CG) and overlaid by the T-zone. Additional “secondary signage” of up to two hundred (200) square feet is permitted for parcels 5 acres or larger within the CG zone and overlaid by the T-zone. Secondary signage shall only be permitted as one single display area and can not be combined in the same display area as the primary signage. Multiple secondary signs are not permitted on the same pole sign. Secondary signage shall be separated by at least 3’ from the primary signage.
 - c. Be allowed at the rate of one (1) pole sign per subdivided lot with frontage on I-15 and in the T-Zone with the exception of the following:
 - i. Additional pole signs on the same lot may be allowed in the T-Zone provided that the

minimum separation, irrespective of lot lines, between other pole signs, billboards, on-premises, or off-premises signs is five hundred feet (500') linear. Individual land divisions in a condominium association shall not be considered lots. Additional pole signs shall be limited to two hundred fifty (250) square feet and shall not be permitted to have any "secondary signage" regardless of acreage.

ii. No more than one additional pole sign, not to exceed two hundred (200) square feet of display area, may be allowed within the PC-1 and PC-2 zones in areas overlaid by the T-zone. Irrespective of lot lines, a minimum 100' separation distance from other pole signs or billboards is required.

d. In the PC-1 zone signs are limited to thirty-five feet in height from the base of the sign and not to exceed two hundred and fifty (250) square feet of display area. All other requirements of this section for poles signs are applicable.

~~d.~~ Not overhang or extend beyond a property line adjacent to the freeway. A pole sign may be located up to the property line adjacent to the freeway (zero setback). All other setbacks shall be ten (10) feet from a property line. (Ord. 2009-4, amended, 2009; Ord. 2008-5, adopted, 2008; Ord. 2006-1, adopted, 2006)

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

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

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

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

Carolyn Lundberg, Mayor

ATTEST:

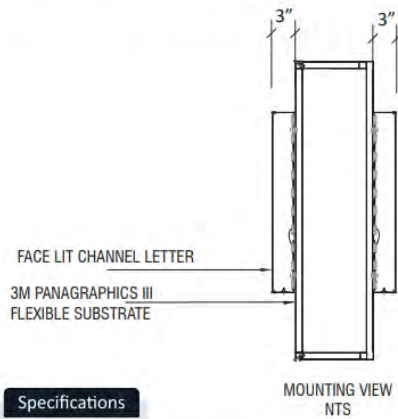
Kathryn A. Moosman,
Lindon City Recorder

SEAL



SIGN FAMILY 2021

KIA NEW HI-RISE

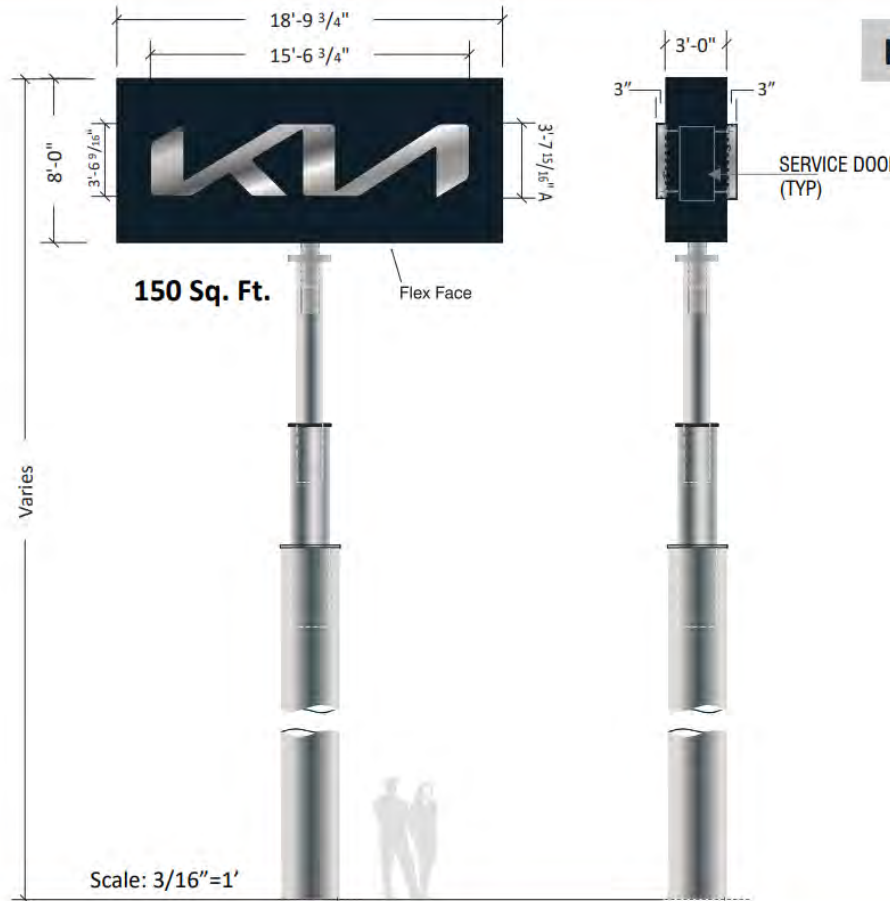


Specifications

Fabricated Cabinet – Aluminum skin over steel frame painted KIA Black no internal illumination.
 KIA Black no internal illumination.
 Flexible 3M Panagraphics III w/first surface black vinyl.
 KIA Logo – KIA Metallic Silver Perforated Vinyl with Clear Overlaminant applied to .177" 2447 White Acrylic
 Face Retainer – 1" Metallic Silver Jewelite
 Returns - .040 Anodized Aluminum 3" Deep
 KIA Logo mounted to front of Black Panagraphics faces.
 Illumination – 7100K LED Power Supplies will be mounted in the sign.

Colors

- Cabinet to match Kia Midnight Black (Pantone 7547C)
- Cabinet faces are 3M Black Vinyl to match KIA Black ACM
- Faces – KIA Metallic Silver
- Returns – Anodized Aluminum
- Trimcap – PSG Standard Metallic Silver
- LED – 7100K White Illumination



KUSHRPS

Project ID

SW1-33184-R7

Date: 06-25-2021
 Scale: as noted
 Sales: E. Mackle
 Designer: M. Holman

Rev. #: R7 M. Holman
 Date: 02-16-2022

Revision Note:
 Change Hi Rise to silver Logo to match DN details.

Missing Information

Required:
 Final dimensions subject to site survey and/or technical specifications.

Electrical

- 120V
- 347V
- Other

Customer Approval

Signature _____
 MM/DD/YYYY

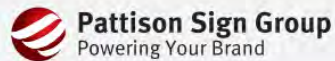
It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

All rights reserved. The artwork depicted herein are copyright and are the exclusive property of Pattison Sign Group and as such cannot be reproduced in whole or in part without written permission by Pattison Sign Group.

Kia America, Inc.
 Sign Family 2021

Sign Item

Ground Signs



520 W Summit Hill, Suite 702, Knoxville TN, 37902
 (Toll Free) 1.866.635.1110 (Fax) 1.888.694.1106
 www.pattisonsign.com



This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.



10. Review & Action — Ordinance #2023-18-O; Setback Ordinance Amendment. The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-18-O to amend the side yard setback requirement that is contiguous to a street for the R1-12 Zone. *(15 minutes)*

Sample Motion: I move to *(approve, reject)* Ordinance #2023-18-O *(as presented, or with changes)*.

Ordinance Amendment – 17.44.080 – R1-12 Setback Amendment

<p>Date: September 18, 2023 Applicant: John Bodine Presenting Staff: Michael Florence</p> <p>Type of Decision: Legislative</p> <p>Council Action Required: Yes, the planning commission has recommended approval for this ordinance amendment.</p>	<p><u>MOTION</u> I move to recommend (<i>approval, denial, or continuance</i>) of ordinance 2023-18-O (<i>as presented, or with changes</i>).</p>
--	--

Overview:

- John Bodine lives at 44 N. 1200 E. and has made an application to petition the planning commission and city council to amend the side yard setback requirement that is contiguous to a street for the R1-12 Zone.
- R1-12 and R1-20 corner properties are required to have **a 30’ front setback and a 30’ side yard setback** that is contiguous to a street.
- The proposed amendment by the applicant is to decrease the side yard setback that is contiguous to a street **from 30’ to 25’**.
- The purpose of the ordinance amendment is to accommodate a garage addition for the existing home.
- This petition came about because Mr. Bodine submitted a building permit application for a new garage attached to his existing home. The site plan that was submitted with the building plans **identified a 30’** side yard street setback from the proposed garage to the property line and was approved per meeting city setback requirements. However, when the building inspector went out for the footing inspection, **he noticed that that the setback was only 17’**. **In researching the issue**, the architect who drew the site plan measured the property line at the wrong location. The Canberra development does vary from other developments in the city due to having park strips and a meandering sidewalk. Therefore, the property line is behind the park strip.
- Different options were evaluated to see if there were any alternatives to amending the city code. The city and property owner evaluated moving the property line, but this would have decreased the city right-of-way which was not an option. A variance was also evaluated but since the issue is self-imposed the owner does not meet the criteria for a variance.
- The property owner is proposing to decrease the size of his garage which could be accommodated if the city approves the ordinance setback amendment.
- The planning commission recommended approval of the setback amendment but also recommended that the city council consider decreasing the setback further to 20’ where there is not an entry garage. For a side entry garage, they recommended the 25’ setback.

Other Cities

The below table shows the street side setback for a few of the surrounding cities in their single family R1-20 or R1-12 zones.

City	Applicable Zones?	Corner street side setback
Provo	All single-family lot sizes and zones	23 ft from back of curb or 14 ft behind the sidewalk.
Springville	All single-family residential zones	20 ft
Eagle Mountain	R1 zones	15 ft

Pleasant Grove	R1-12 and R1-20 zones	25 ft
Orem	All single-family zones	20 ft
South Salt Lake	R1 zones	12 ft
Saratoga Springs	R1-20 and R1-10	20 ft
Payson	R1-20 and R1-12	20 ft
Lehi	R1-22 and R1-12	20 ft
American Fork	R1-20 and R1-12	20 ft
Highland City	R1-20	30 ft
Vineyard	R1-15 and R1-10	30 ft

Planning Commission Recommendation – September 12, 2023

The planning commission recommended approval for this ordinance amendment on September 12, 2023. The planning commission also recommended that the city council consider reducing the street corner side yard setback to 20' where there is no direct side entry garage. For a side entry garage, they **recommended the 25' setback** so vehicles would not be overhanging the sidewalk. The commission also discussed the R1-12 zone **already has a smaller square footage, and adding three 30' setbacks on a corner lot** can make it difficult for homeowners to use their property, add onto their house, remodel, etc.

Staff Analysis:

Staff has evaluated the impact that this ordinance amendment would have on the R1-12 zones. Exhibits 5 and 6 show all corner lot properties that would be affected which are 171 lots. However, there are only 4 lots left on which homes can be constructed. The ordinance would provide additional flexibility to existing homeowners if they are looking to add an addition onto their home. There are several R1-12 properties with very large corner side yards contiguous to a street that could additionally benefit from this amendment.

Exhibits

1. Aerial photo
2. Draft ordinance
3. Incorrect Site Plan
4. Site plan showing the home and correct property line
5. North half of R1-12 zone identifying corner properties
6. South half of R1-12 zone identifying corner properties

ORDINANCE NO. 2023-18-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING 17.44.080 - R1-12 RESIDENTIAL FOR THE SIDE YARD SETBACK CONTIGUOUS TO A STREET 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 amend the residential side yard setback continuous to a street in the Residential R1-12 zone to provide additional options for development and expansion of single-family residential dwellings; 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:

17.44.080 Yard Setback Requirements

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

1. Front yard setback: thirty (30) feet
Rear yard setback: thirty (30) feet
Side yard setback: ten (10) feet
2. Side yard - Corner Lots: On corner lots **in the R1-20 zone**, the side yard contiguous to the street shall not be less than thirty (30) feet and shall not be used for vehicle parking, except such portion as is devoted to driveway use for access to a garage or carport. Of the remaining rear and side yards on a corner lot, one rear yard setback of thirty (30) feet and one side yard setback of ten (10) feet shall be required on the remaining non-street facing sides of the lot. **On corner lots in the R1-12 zone, the side yard contiguous to the street shall not be less than twenty-five (25) feet and shall not be used for vehicle parking, except such portion as is devoted to driveway use for access to a garage or carport. Of the remaining rear and side yards on a corner lot, one rear yard setback of thirty (30) feet and one side yard setback of ten (10) feet shall be required on the remaining non-street facing sides of the lot.**

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:

Kathryn A. Moosman,
Lindon City Recorder

SEAL

NOTE:
 ALL STORM WATER AND DIRT WILL BE KEPT ON SITE DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE. GENERAL CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING DIRT/MUD ON SITE DURING BAD WEATHER AND FOR CLEANING UP AFTER SUBCONTRACTORS. ADD FENCING AND WATER RETENTION METHODS TO PREVENT DIRT & DEBRIS FROM ENTERING STORM DRAINS DURING CONSTRUCTION.

THE GRADE AWAY FROM FOUNDATION WALLS SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET (5%).

STREET, CURB AND GUTTER WILL BE INSPECTED AND CLEANED OF ALL MUD AND DIRT AT THE END OF **EVERY** DAY.

GRAVEL BAGS TO BE PLACED AND MAINTAINED AROUND ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY DOWNSTREAM FROM SITE DURING CONSTRUCTION.

SILT FENCES OR BERMS ARE REQUIRED ALONG PROPERTY LINES TO PREVENT STORM WATER FLOW ONTO ADJACENT LOTS.

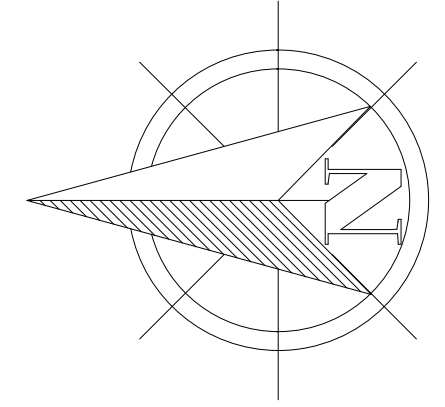
ADD EXTERNAL ACCESSIBLE INTERSYSTEM BONDING TERMINAL FOR THE GROUNDING AND BONDING OF COMMUNICATIONS SYSTEMS. THIS IS A GROUNDING BUS ON THE OUTSIDE OF THE ELECTRICAL SERVICE, NOT A USER.

A LINED CONCRETE WASHOUT AREA MUST BE PROVIDED AT THE SITE FOR ALL CONCRETE WORK. WASHOUT INTO FOUNDATION OR ON THE GROUND IS PROHIBITED.

WINDOW WELLS TO BE A MIN. OF 3" ABOVE FINISHED GRADE.

NOTE:
 GRADE LOT SO SURFACE WATER IS PREVENTED FROM CROSSING PROPERTY LINES.

44 N 1200 E, LINDON, UT

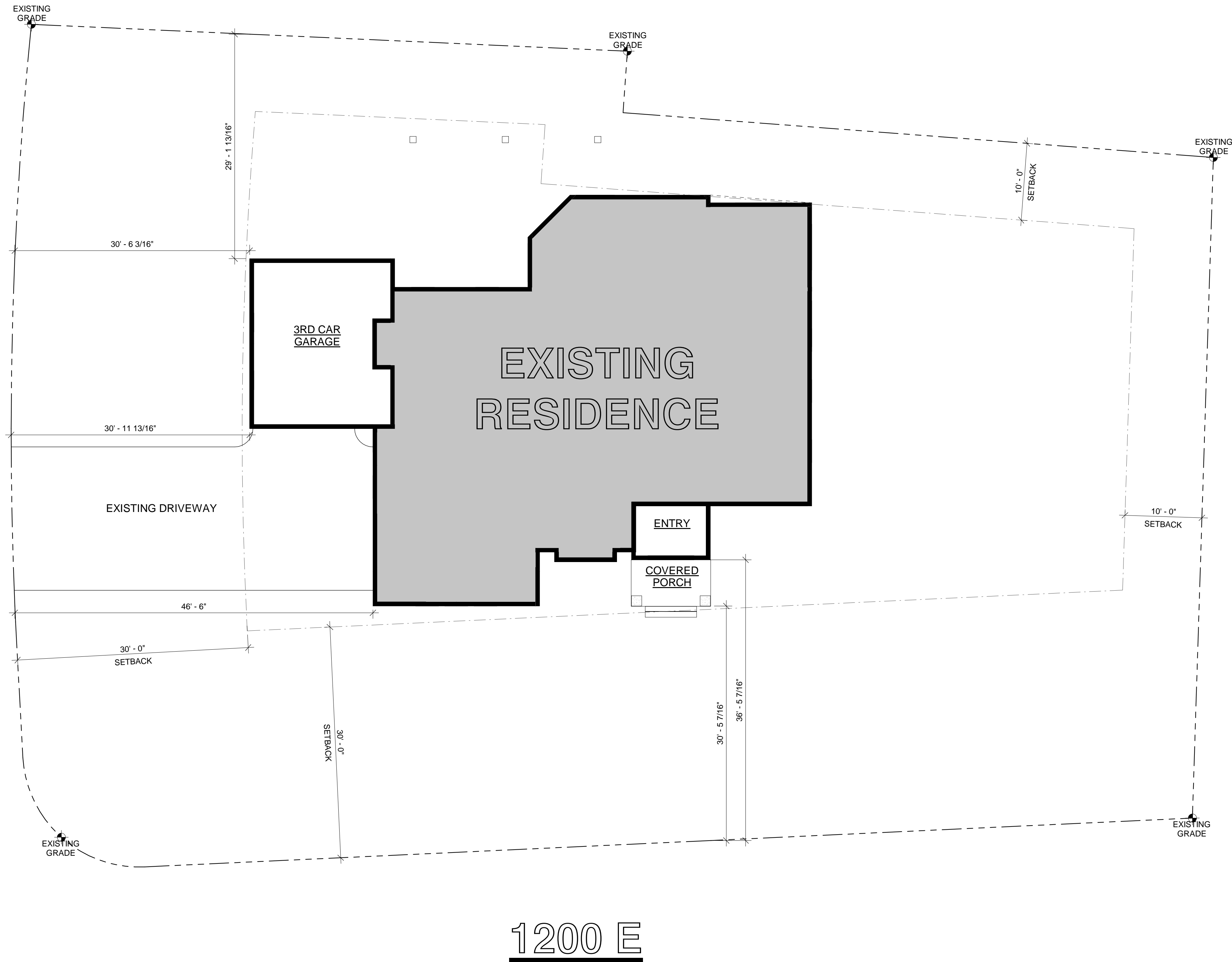


APPROVED

DATE: **12/21/2022**

Review of plans and specifications does not guarantee code compliance. Errors and omissions may occur during the development approval and construction process. However, all work must meet current codes regardless of errors on plans and specifications. Please contact Lindon City Planning Department with any concerns or changes that need to be made.

LINDON
 PLANNING DEPARTMENT



50 N

1200 E



DRAWINGS PROVIDED BY:
 ADAM MORRIS
 801.400.9866
 adam.stompingground@gmail.com

PROJECT DESCRIPTION:
BODINE ADDITIONS
 44 N 1200 E, LINDON, UT

SHEET TITLE:
SITE PLAN

SCALE:
 1/8" = 1'-0"

SHEET:

S1.00

1200 E

44 N 1200





 Corner Lot


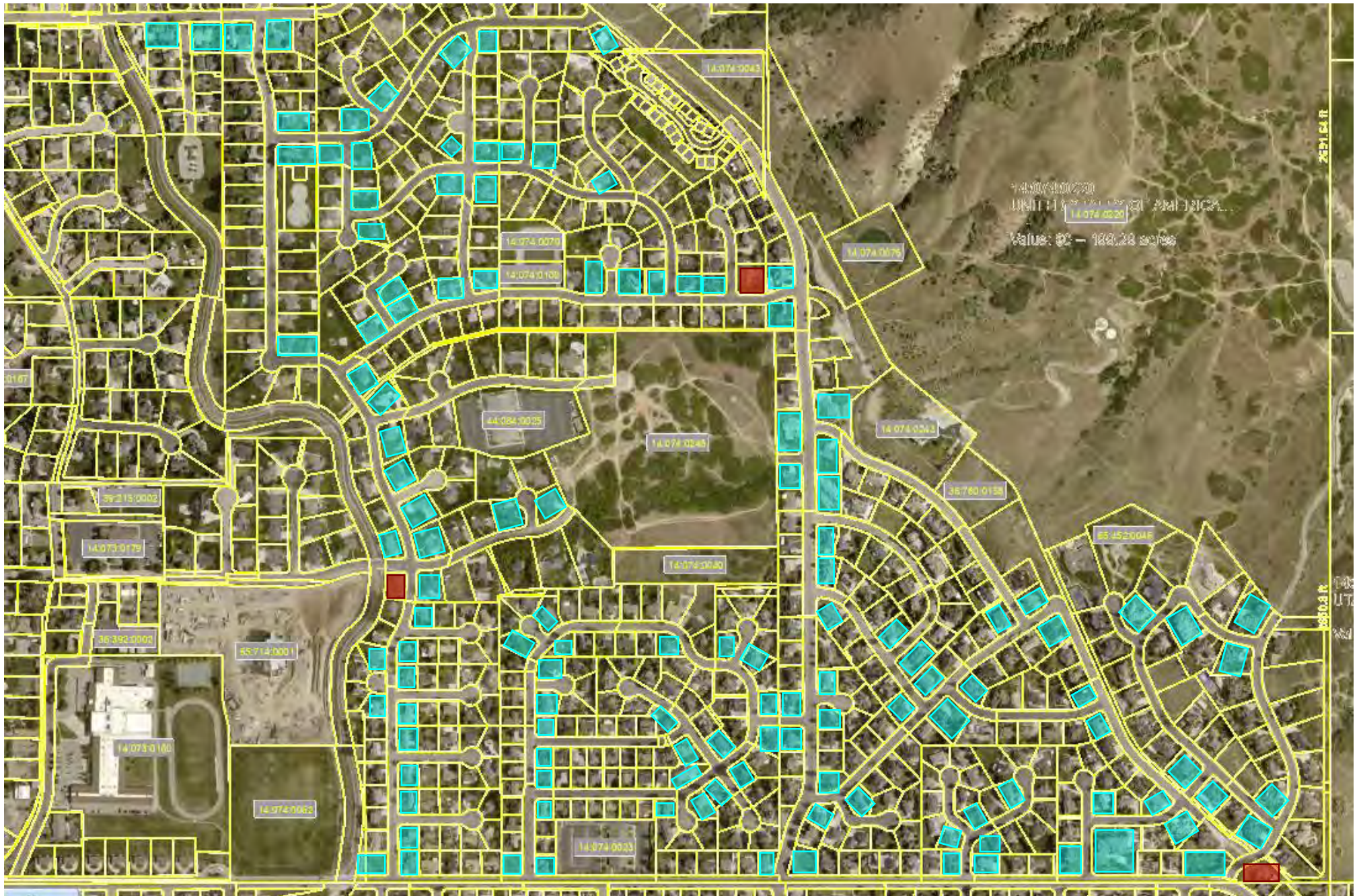
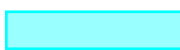

 Vacant Corner Lot

Exhibit 6



-  Corner Lot
-  Vacant Corner Lot

11. Review & Action — Ordinance #2023-15-O; Mark Weldon Zone Change. The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-15-O to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC). *(20 minutes)*

Sample Motion: I move to *(approve, reject)* Ordinance #2023-15-O to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC) *(as presented, or with changes)*.

Public Hearing – Zoning Map Amendment - 625 N 2800 W

Date: September 18, 2023

Project Address: 625 N. 2800 W.

Applicant: Mark Weldon

Property Owner: WICP WEST OREM #4 LLC

General Plan: Flex-Commercial

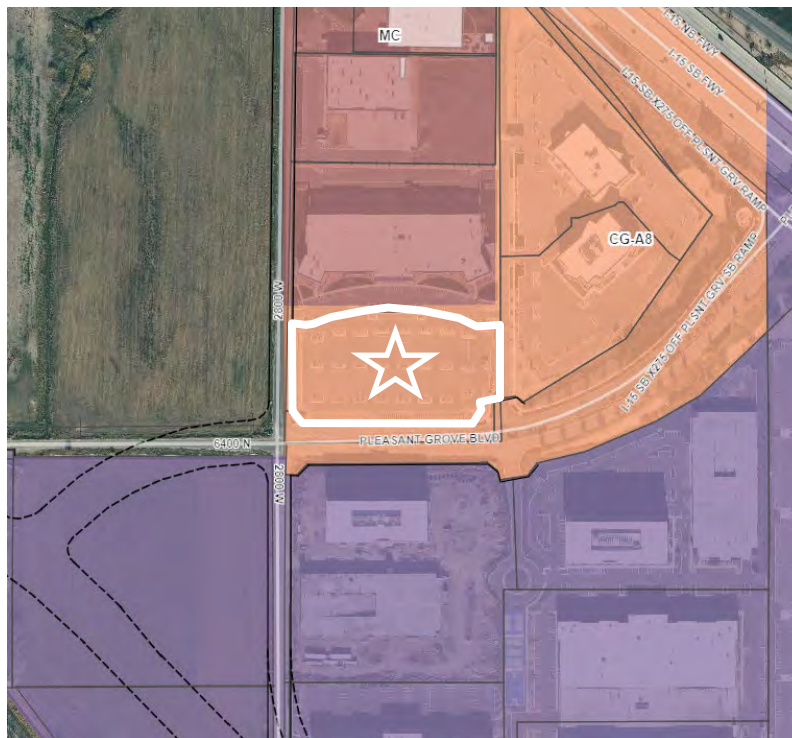
Current Zone: Commercial General-A8 to Mixed Commercial

Parcel ID: 67:013:0004

Size: 3.99 acres

Type of Decision: Legislative Council Action Required: Yes, a majority of the planning commission recommended approval

Presenting Staff: Mary Barnes



Summary of Key Issues

1. Whether to recommend approval of a request to change the Zoning Map designation of the subject property from Commercial General-A8 (CG-A8) to Mixed Commercial (MC).

Overview

- The applicant wants to build a new 58,644 sq ft flex office/warehouse building at this location. The current zoning, CG-A8, is for commercial, retail, office, and service uses. It does not allow a flex office/warehouse. An MC zone change would allow for a flex office/warehouse use.
- In 2017, the property to the north, 675 N 2800 W, was rezoned to MC for a flex office/warehouse project named Mountain Tech North 3.
- The original site plan approval for Mountain Tech North 3 showed two retail/restaurant spaces on the subject property. These retail buildings were never built. The planning commission and city council at that time had considerable conversation regarding the future commercial on this lot.
- A future arterial road, Vineyard Connector, is planned to run to the southwest of this property. With 600 N connecting I-15 and the Vineyard Connector. Commercial in this area could be valuable in the future.
- The applicant has provided a concept rendering of the proposed building.
- Five of the six planning commissioners in attendance recommended approval for this zone change. More discussion regarding this recommendation is below.

Motion

I move to (*approve, deny, continue*) ordinance 2023-15-O to amend the Lindon City zoning map from Commercial General A8 (CG-A8) to Mixed Commercial (MC) at 625 N 2800 W (parcel number 67:013:0004).

Surrounding Zoning and Land Use

North: MC – Mountain Tech North 3

East: CG-A8 – Mountain Tech North 2

South: RC – Wilson Tech 5

West: Planned Industrial – Vacant lot in American Fork

History

Before 2014, most of this area was zoned CG-A8. In 2015, the property at 730 N. 2800 W. was rezoned to Mixed Commercial to accommodate the development of a flex office/warehouse project. In 2017, the property at 675 N. 2800 W. was rezoned to Mixed Commercial to construct another flex office/warehouse project. This existing building is known as Mountain Tech North 3.

- During the original zone change in 2017, a concept plan was shown of the subject property with an office building.
- During the site plan approval of Mountain Tech North 3, the applicant later presented a plan that showed two 4,800 sq ft restaurant/retail buildings on the subject property. At that time, the planning commission approved the site plan with the restaurant buildings.
 - o The engineers also stamped and finalized civil plans with two retail buildings on the subject property.
- In the ensuing years, these retail buildings were never built, and a parking lot was constructed. Recently, the applicant has told city staff that retail would not work in this location due to these reasons:
 - o A retail center has already been established on the other side of I-15,
 - o The proximity of this site to the Timpanogos Special Service District facility (sewer plant) and the sewer smells that come from the facility.
 - o A new office/warehouse building helps existing tenants stay in Lindon and expand.
 - o Office/warehouse is going in to the west in American Fork

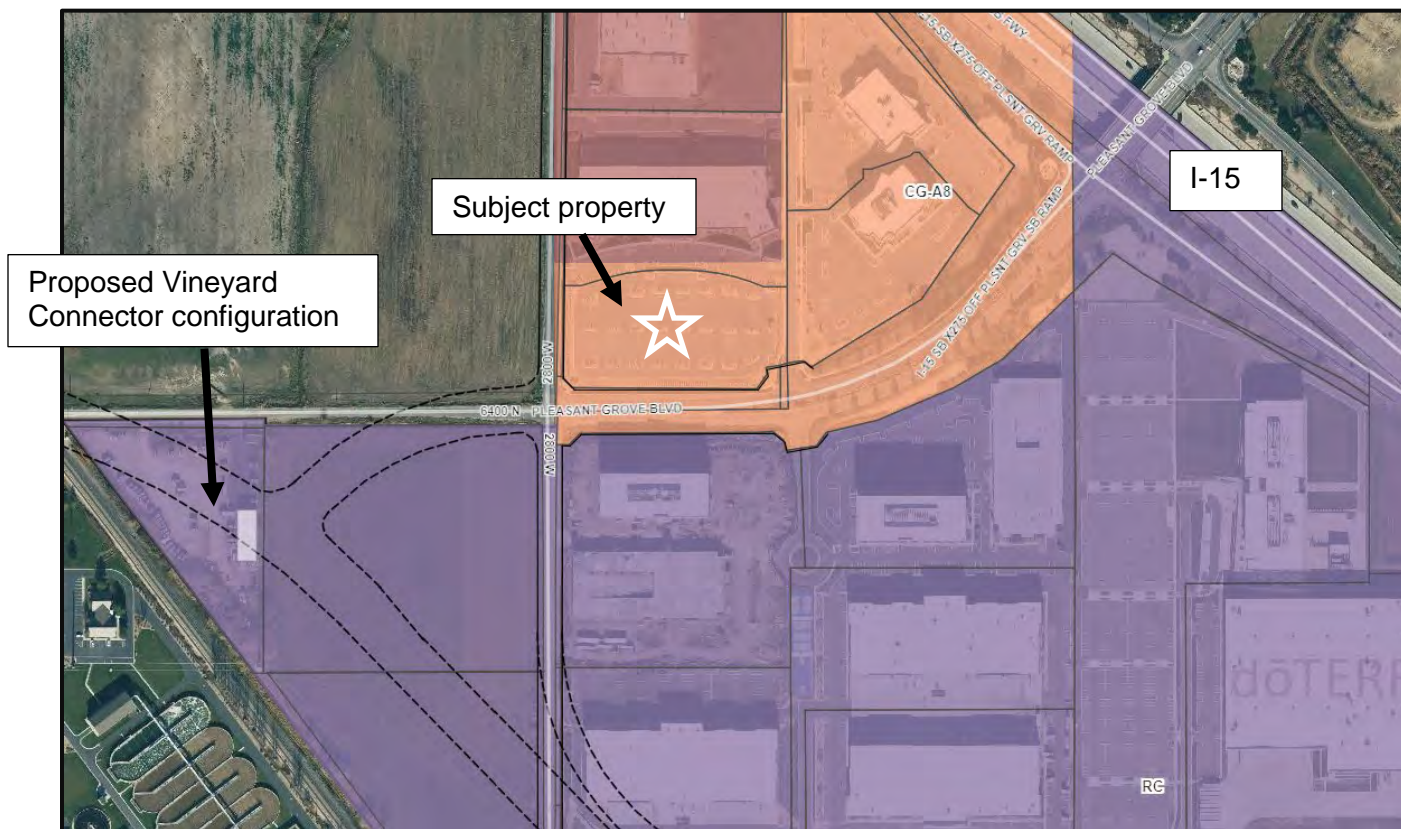
Vineyard Connector

The Vineyard Connector is a future arterial that has been planned for at least a decade. One of the first UDOT environmental studies was completed in 2008. This road starts in Vineyard, and runs from Geneva Road almost to the lake. Then, it turns and runs through Lindon, eventually looping to connect with Pioneer Crossing in Lehi. It's intended to carry commuters more efficiently through the area.

- Construction on the segment from the existing Vineyard Connector to 1600 N in Orem commenced in February 2023, as seen in the picture below. So, movement is being made on this important corridor.
- The remaining segments of the Vineyard Connector are still unfunded, but it is identified as being needed within Phase 1 of MAG's TransPlan50.



This arterial could bring unprecedented opportunity to the small 600 N corridor, which would be the closest connection from I-15 to the future Vineyard Connector. Therefore, the uses on this street need to be carefully planned to ensure that the use on this property will meet the future.



General Plan

The current general plan designation for this area is flex-commercial. The general plan states: These areas provide an attractive setting for a wide range of commercial retail, office, wholesale, and service uses. They should be developed as part of a well-planned, campus-like setting, and they should have clear and consistent urban design, streetscape, architectural, and site design standards to ensure a unified and high-quality appearance.

The general plan vision for this area is for something that is a high-quality product, while also tying in that wide range of commercial retail and service uses. In this Flex-Commercial general land use map area, almost all buildings have been office, wholesale, and warehouse use. Ensuring this specific property stays commercial would help to further the idea of a wide range of uses.

Proposed Development

As part of this zone change, the applicant has submitted a concept site plan and renderings. Because it is likely that this concept plan and renderings will be submitted to the planning commission for site plan approval if this zone change is approved, staff thought it prudent to present some of the requirements for the building and site plan. Currently, the subject property is a parking lot with 319 parking stalls. The proposed building for this property is a 58,644 sq ft office/warehouse building, extremely similar to Mountain Tech North 3. It would be a 38 ft tall building with 4 semi-truck loading bays.

Mountain Tech North 3 is required to have 218 stalls, but only has 133 stalls on the property. This was allowed due to a note on the plat that states that parking areas on Lot 4 (the subject property) were to be for the benefit of both lots. The extra 85 stalls that would have been required for Mountain Tech North 3 were located on the subject property through this shared parking note on the plat. The proposed new building would require 117 stalls minimum, and the applicant wants to provide 94 stalls. For the existing and proposed building the parking code would require 335 stalls minimum. City staff does not have all square footage details on the proposed building to give an accurate count.

The applicant is proposing a total of 232 stalls for both buildings, 138 stalls for the existing building and 94 stalls for the proposed building. While any parking reductions would need to be provided at the site plan process, this is something that the City Council should still consider with the zone change. If the zone change is approved, the developer could request a parking reduction for both buildings during the site plan approval process.

The developer also owns surrounding properties which could be used for shared parking but that would need to be considered at site plan approval and language would need to be recorded on the properties for shared parking allowances. Lindon's current shared parking code states that the shared parking spaces need to be within 350' of the building or use and should have a safe and convenient pedestrian connection. An analysis must be provided to show that the peak parking times of both properties occur at different times, and the area will be large enough for the anticipated demands of both uses.

Planning Commission Recommendation

On August 22, 2023, a majority of the planning commission recommended approval for this zone change. Some planning commissioners stated that a building matching the surrounding buildings would be a good fit for the area. They said that it was strange to put commercial amongst all the industrial in that area, and that retail would be difficult. But then, the discussion centered on if the proposed building would be a good fit of the area in the future. While there could be issues with a retail/commercial use at the moment, it's highly possible that a retail/commercial use will be well-suited in the area when the Vineyard Connector comes through.

Six out of seven commissioners voted to recommend approval, and one commissioner voted against that recommendation. The reason stated was that a retail/commercial use was previously promised in 2017, and while there is not a lot going on with the Vineyard Connector right now, the future will bring new opportunities to the area.

Staff Analysis

City staff believes that this zone change request needs to be evaluated carefully. In 2017, the applicant had restaurant/retail buildings approved for this property, but never built them. Although retail may not be booming at the moment, when the Vineyard Connector is constructed, this becomes a more important intersection and corridor for Lindon. Approving this zone change could mean possibly losing the commercial potential in this area. Currently, there are tens of thousands of square footage of office and warehouse on this side of the Pleasant Grove interchange. This could be the only intersection where retail could be constructed.

An idea that staff has mentioned to the applicant is to possibly make the southwest corner of the building a little more retail commercial look. This is the corner that is the closest to the Vineyard

Connector. That way, commuters on the Vineyard Connector will be able to see what is hopefully a more commercial looking building, instead of another large, industrial warehouse. Finally, the general plan does call for a mix of uses in this area. Staff believes that this property would be Lindon's last change for retail uses in this area.

Exhibits

- 1. Surrounding Area Zoning Map
- 2. Ordinance amending the zoning
- 3. Proposed Mountain Tech North 4 Site Plan and Elevations
- 4. Original site plan from first re-zone, showing an office
- 5. Approved site plan from 2017, showing two retail/restaurant buildings and parking surplus
- 6. Mountain Tech 1,2 site plan showing parking surplus
- 7. Subdivision plat
- 8. 2023 street master plan
- 9. 2017 Planning commission meeting minutes – Site Plan Approval
- 10. 2023 Planning commission meeting minutes – Zone Change Recommendation

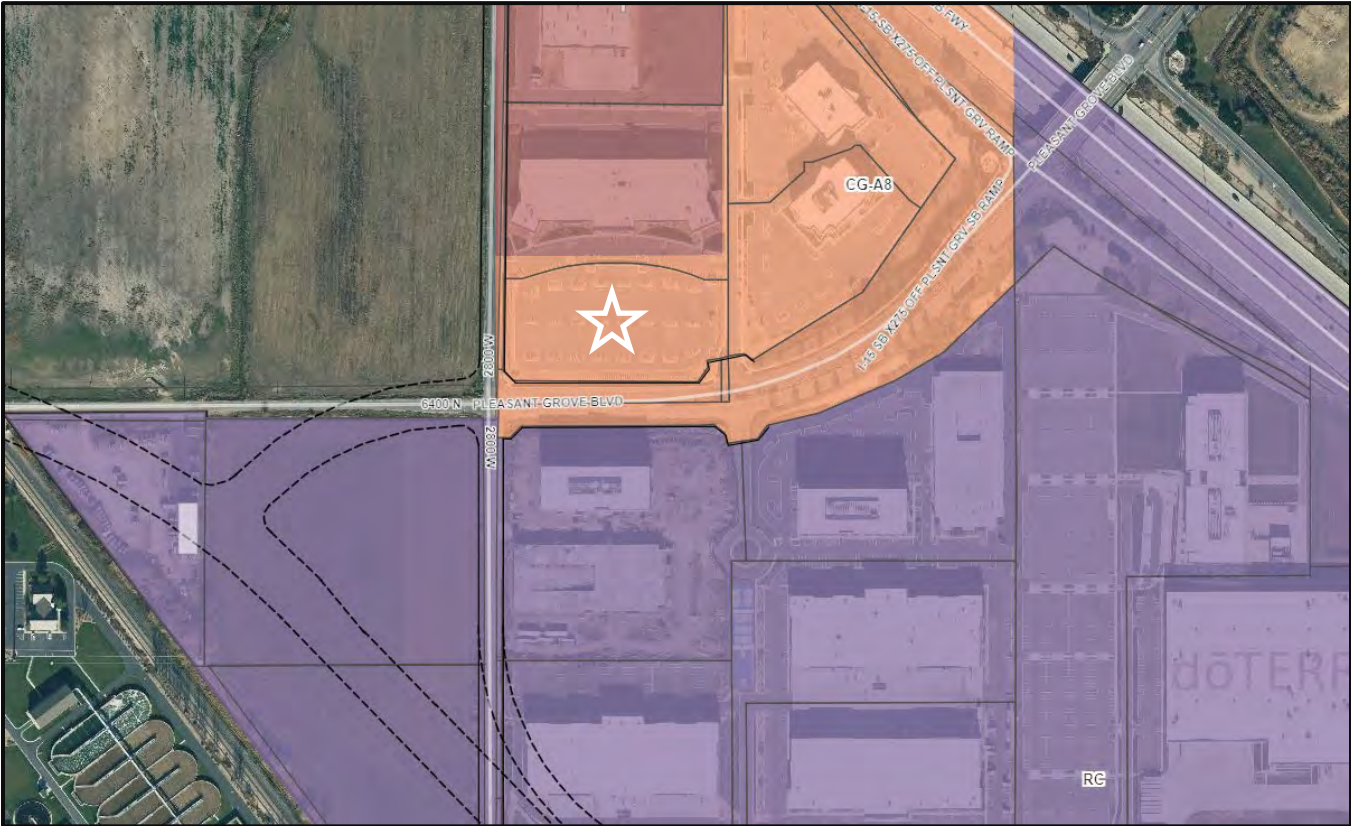


Exhibit 1: Surrounding Area Zoning Map

ORDINANCE NO. 2023-15-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW FROM COMMERCIAL GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, on August 7, 2023, a land use application was submitted to Lindon City to rezone approximately 3.99 acres from Commercial General A-8 (CG-A8) to Mixed Commercial (MC); and

WHEREAS, on August 22, 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 rezone, and recommended that the City Council adopt the zone map amendment of Mixed Commercial (MC); and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goals of expanding the range of commercial goods, services, and employment opportunities available within the community; and

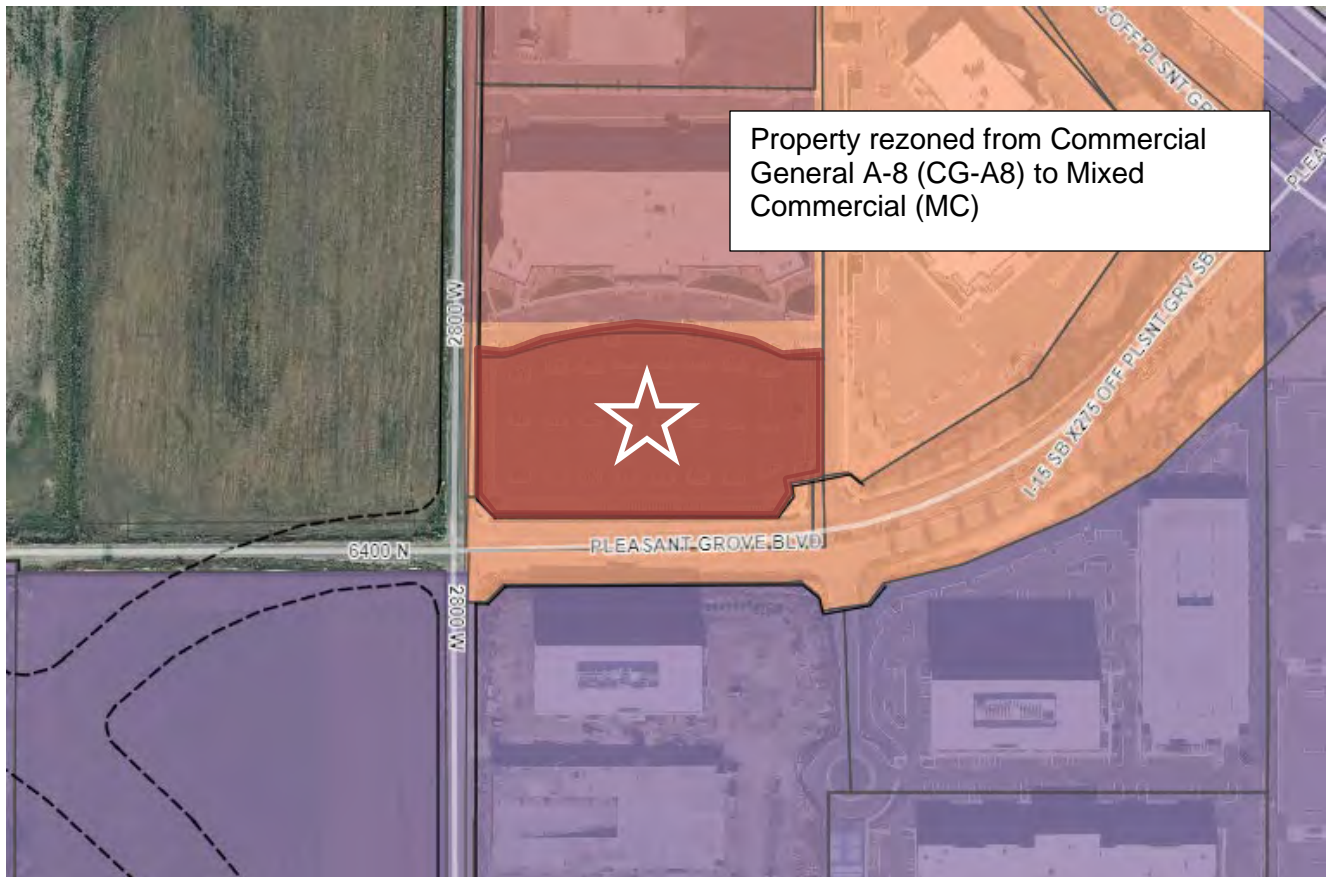
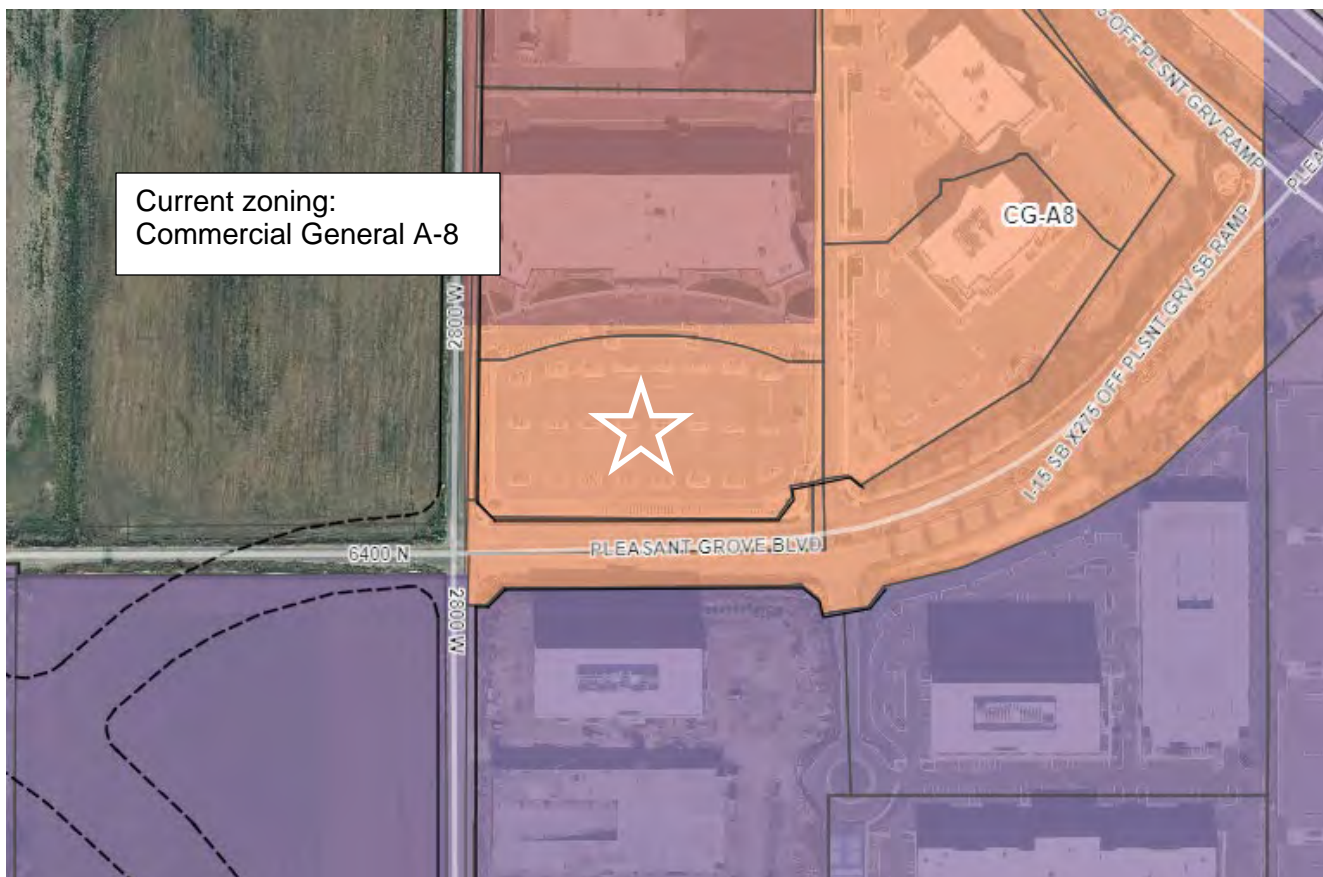
WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal of developing commercial uses that are highly accessible, and developed compatibly with the uses and character of the surrounding districts; and

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; and

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

SECTION I: The Lindon City Zoning Map is hereby amended as follows:

Parcel ID	Property Owner	Address
67:013:0004	WICP WEST OREM #4 LLC	625 N. 2800 W.





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

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

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

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

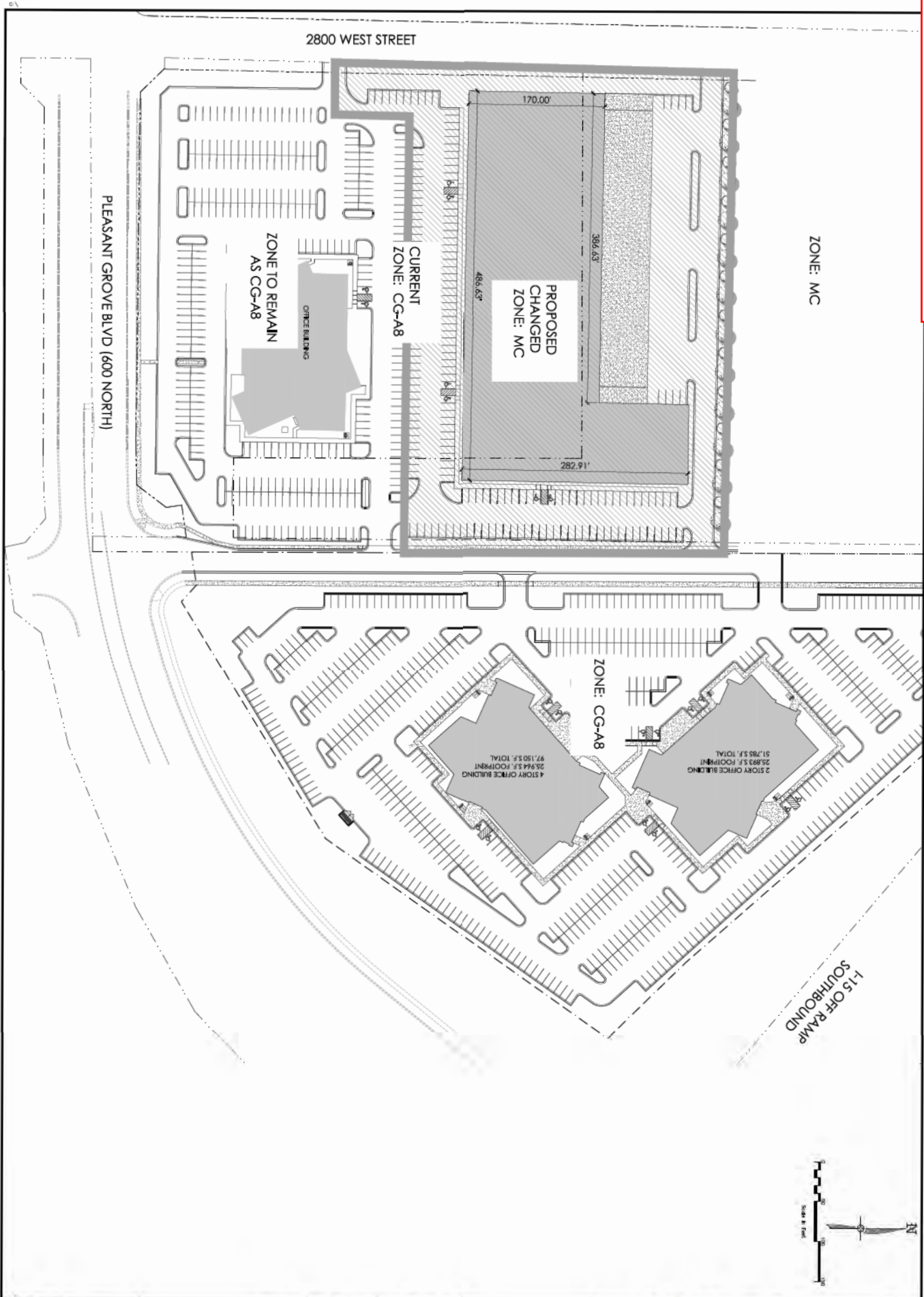
Carolyn Lundberg, Mayor

ATTEST:

Kathryn A. Moosman,
Lindon City Recorder

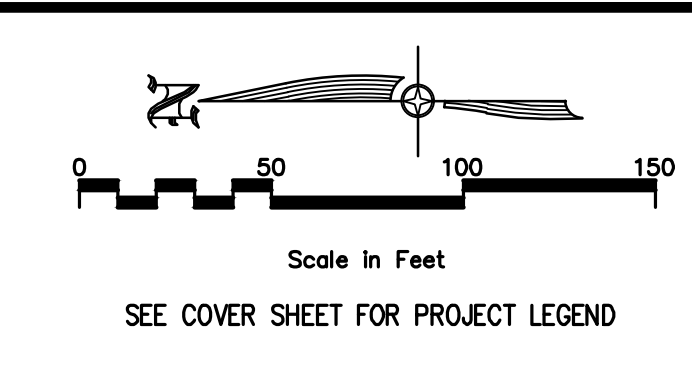
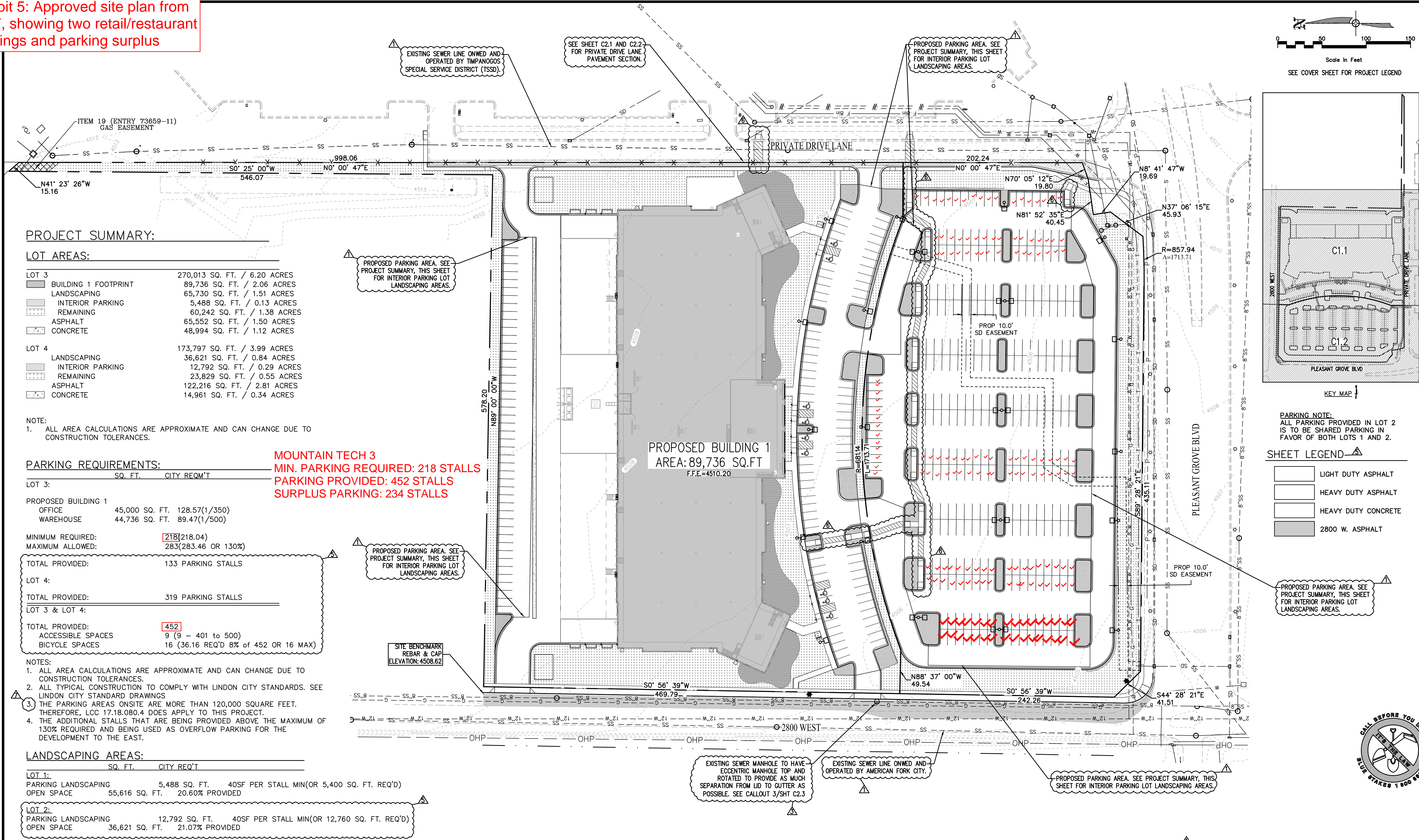
SEAL

Exhibit 4: Original site plan from first re-zone, showing an office



SHEET NO. C1 PROJECT NO. 170017 FILE NAME: 170017		MOUNTAIN TECH 3 & 4 2800 WEST 600 NORTH, LONDON, UTAH EXHIBIT - ZONING AMENDMENT		CIR ENGINEERING, L.L.C. 3032 SOUTH 1030 WEST, SUITE 202 TULSA, OKLAHOMA 74119-5228		<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	REVISIONS	BY	DATE								
NO.	REVISIONS	BY	DATE																

Exhibit 5: Approved site plan from 2017, showing two retail/restaurant buildings and parking surplus



PROJECT SUMMARY:

LOT AREAS:

LOT	DESCRIPTION	AREA (SQ. FT.)	ACRES
LOT 3	BUILDING 1 FOOTPRINT	270,013	6.20
	LANDSCAPING	89,736	2.06
	INTERIOR PARKING	65,730	1.51
	REMAINING	5,488	0.13
	ASPHALT	60,242	1.38
LOT 4	LANDSCAPING	65,552	1.50
	CONCRETE	48,994	1.12
	LOT 4	173,797	3.99
	LANDSCAPING	36,621	0.84
	INTERIOR PARKING	12,792	0.29
REMAINING	23,829	0.55	
ASPHALT	122,216	2.81	
CONCRETE	14,961	0.34	

NOTE:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

PARKING REQUIREMENTS:

LOT	SQ. FT.	CITY REQ'T
LOT 3:		
PROPOSED BUILDING 1 OFFICE	45,000	128.57(1/350)
WAREHOUSE	44,736	89.47(1/500)
MINIMUM REQUIRED:	218(218.04)	
MAXIMUM ALLOWED:	283(283.46 OR 130%)	
TOTAL PROVIDED:	133	PARKING STALLS
LOT 4:		
TOTAL PROVIDED:	319	PARKING STALLS
LOT 3 & LOT 4:		
TOTAL PROVIDED:	452	
ACCESSIBLE SPACES	9 (9 - 401 to 500)	
BICYCLE SPACES	16 (36.16 REQ'D 8% OF 452 OR 16 MAX)	

MOUNTAIN TECH 3
MIN. PARKING REQUIRED: 218 STALLS
PARKING PROVIDED: 452 STALLS
SURPLUS PARKING: 234 STALLS

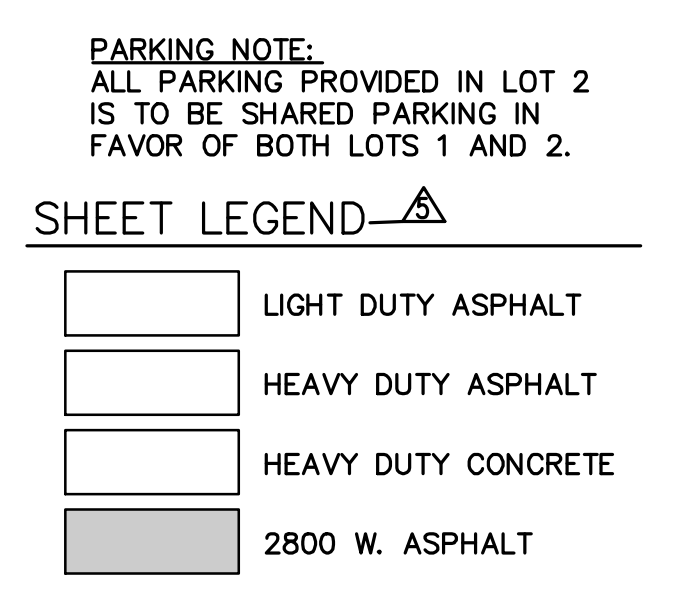
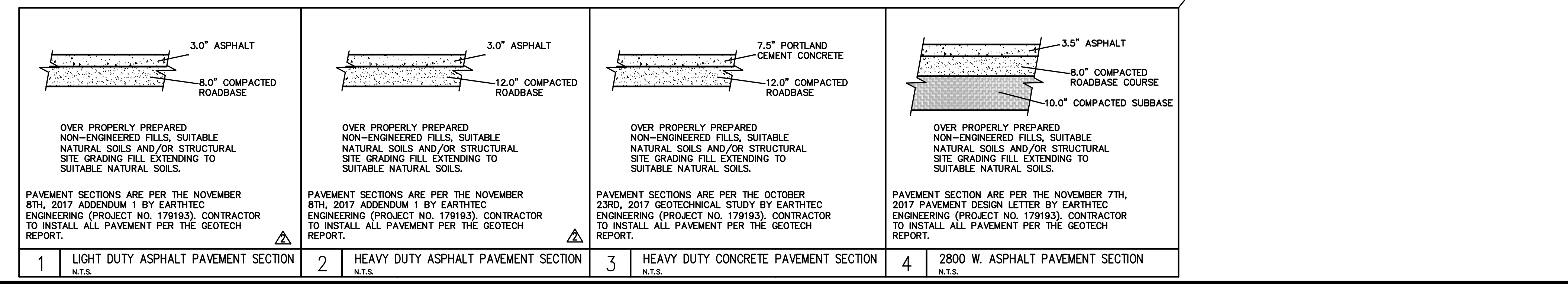
NOTES:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.
2. ALL TYPICAL CONSTRUCTION TO COMPLY WITH LINDON CITY STANDARDS. SEE LINDON CITY STANDARD DRAWINGS
3. THE PARKING AREAS ON SITE ARE MORE THAN 120,000 SQUARE FEET. THEREFORE, LCC 17.18.080.4 DOES APPLY TO THIS PROJECT.
4. THE ADDITIONAL STALLS THAT ARE BEING PROVIDED ABOVE THE MAXIMUM OF 130% REQUIRED AND BEING USED AS OVERFLOW PARKING FOR THE DEVELOPMENT TO THE EAST.

LANDSCAPING AREAS:

LOT	SQ. FT.	CITY REQ'T
LOT 1:		
PARKING LANDSCAPING	5,488	40SF PER STALL MIN(OR 5,400 SQ. FT. REQ'D)
OPEN SPACE	55,616	20.60% PROVIDED
LOT 2:		
PARKING LANDSCAPING	12,792	40SF PER STALL MIN(OR 12,760 SQ. FT. REQ'D)
OPEN SPACE	36,621	21.07% PROVIDED

LINDON CITY STANDARD NOTES:
1. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA).
2. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC, UNDERGROUND SPRINKLING SYSTEM WITH A BACKFLOW PREVENTION DEVICE AND A BACKFLOW PREVENTION DEVICE TO THE BUILDING, UNLESS LANDSCAPING IS SERVED BY THE SECONDARY WATER SYSTEM.
3. WATER METERS ARE TO BE LOCATED BEHIND BACK OF WALK OR BACK OF CURB IN AN AREA THAT IS ACCESSIBLE, NOT LOCATED BEHIND FENCED AREAS OR UNDER COVERED PARKING.
4. LINDON STANDARD SPECIFICATIONS AND DRAWINGS APPLY TO CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE OWNED OR MAINTAINED BY LINDON CITY AND TAKE PRECEDENCE OVER OTHER STANDARDS.

TELECOMMUNICATIONS NOTES:
1. TELECOMMUNICATION CONDUIT SHALL BE INSTALLED TO SERVE THIS SITE. RUN THE CONDUIT TO THE SITE FROM AN EXISTING SERVICE BOX AT A NEARBY SITE AS SHOWN IN THE UTOPIA DESIGN. RUN THE CONDUIT WITHIN THE PUBLIC RIGHT-OF-WAY OR SECURE EASEMENTS TO RUN IN ON PRIVATE PROPERTY. LAY THE CONDUIT AT A MINIMUM DEPTH OF COVER OF 24"
2. INSTALL ONE ORANGE 3/4" DIAMETER SDR-11 HDPE CONDUIT MEETING ASTM 3035, OR IN DIFFERENT QUANTITIES AND SIZES AS SHOWN IN THE UTOPIA DESIGN. A TWELVE (12) GAUGE SOLID THIN TRACER WIRE SHALL BE INSTALLED INSIDE ALL CONDUITS ACCORDING TO NESC STANDARDS. TELECOMMUNICATIONS CONDUIT SHALL INCLUDE A 3" CAUTION TAPE INSTALLED IN THE PIPELINE TRENCH APPROXIMATELY 12" BELOW THE GROUND SURFACE, WITH THE WORDS "CAUTION: FIBER OPTIC CABLE" PRINTED ON IT.



PARKING NOTE:
ALL PARKING PROVIDED IN LOT 2 IS TO BE SHARED PARKING IN FAVOR OF BOTH LOTS 1 AND 2.

SHEET LEGEND

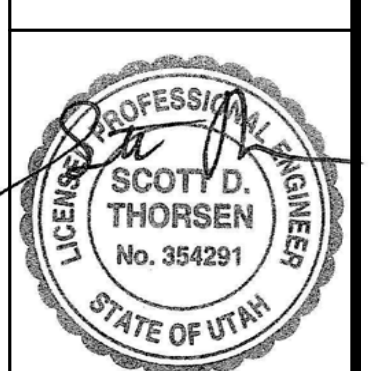
- LIGHT DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE
- 2800 W. ASPHALT

NO.	REVISIONS	BY	DATE
4	ADA, SEWER, AND DRAINAGE UPDATES	TLH	03/09/18
5	REMOVING RETAIL SPACES	TLH	04/16/18
6	ADDING SIDEWALK W/PARKERS	TLH	05/15/18
7	COMMENTS	TLH	07/11/18
8	SIDEWALK/PLANTER BOX UPDATE	TLH	09/05/18
9	SIDEWALK UPDATE	TLH	09/05/18

DESIGNER: SDT
PROJECT ENGINEER: SDT

CIR ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
S.L.C. Utah 84119 - 801-949-6296

MOUNTAIN TECH 3 & 4
2770 WEST 600 NORTH, LINDON, UTAH 84042
OVERALL SITE PLAN



SHEET NO. **C1.0**
PROJECT ID: W1010-03
DATE: 09/25/17
FILE NAME: PRJ-MT2
SCALE: 1"=50'

Exhibit 6: Mountain Tech 1,2 site plan showing parking surplus

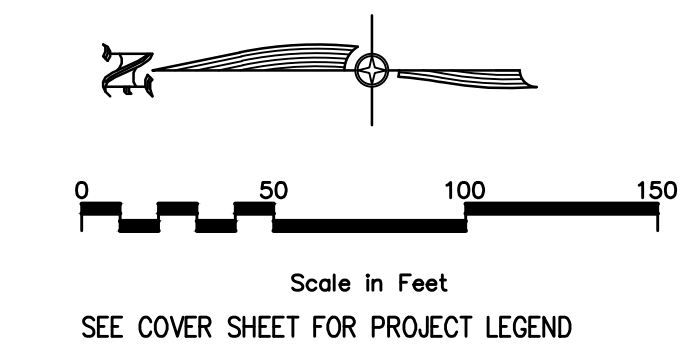
MOUNTAIN TECH 1, 2 & 3 PARKING SURPLUS

185 + 234 = 419 STALLS

LOT AREAS:

LOT BUILDING 1 FOOTPRINT
BUILDING 2 FOOTPRINT
LANDSCAPING
INTERIOR PARKING
REMAINING
ASPHALT
CONCRETE

410,211 SQ. FT. / 9.42 ACRES
25,893 SQ. FT.
25,893 SQ. FT.
98,435 SQ. FT.
24,484 SQ. FT.
73,951 SQ. FT.
224,748 SQ. FT.
35,243 SQ. FT.



**MOUNTAIN TECH 1 & 2
MIN. PARKING REQUIRED: 416
STALLS
PARKING PROVIDED: 601 STALLS
SURPLUS PARKING: 185 STALLS**

PARKING REQUIREMENTS:

	SQ. FT.	CITY REQMT
BUILDING 1 OFFICE(HIGH DENSITY OFFICE)		
MAIN	25,893 sq. ft.	103.57 (1/250)
UPPER	25,893 sq. ft.	103.57 (1/250)
BUILDING 2 OFFICE(HIGH DENSITY OFFICE)		
MAIN	25,893 sq. ft.	103.57 (1/250)
UPPER	25,893 sq. ft.	103.57 (1/250)

MINIMUM REQUIRED: (416)
MAXIMUM ALLOWED: 541(540.80 OR 130%)
TOTAL PROVIDED: 601
ACCESSIBLE SPACES: 12 (12.02 OR 2% REQ'D - 501 to 1,000)
BICYCLE SPACES: 32 (8% of 518 = 41.44, max. 16/use)

NOTES:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

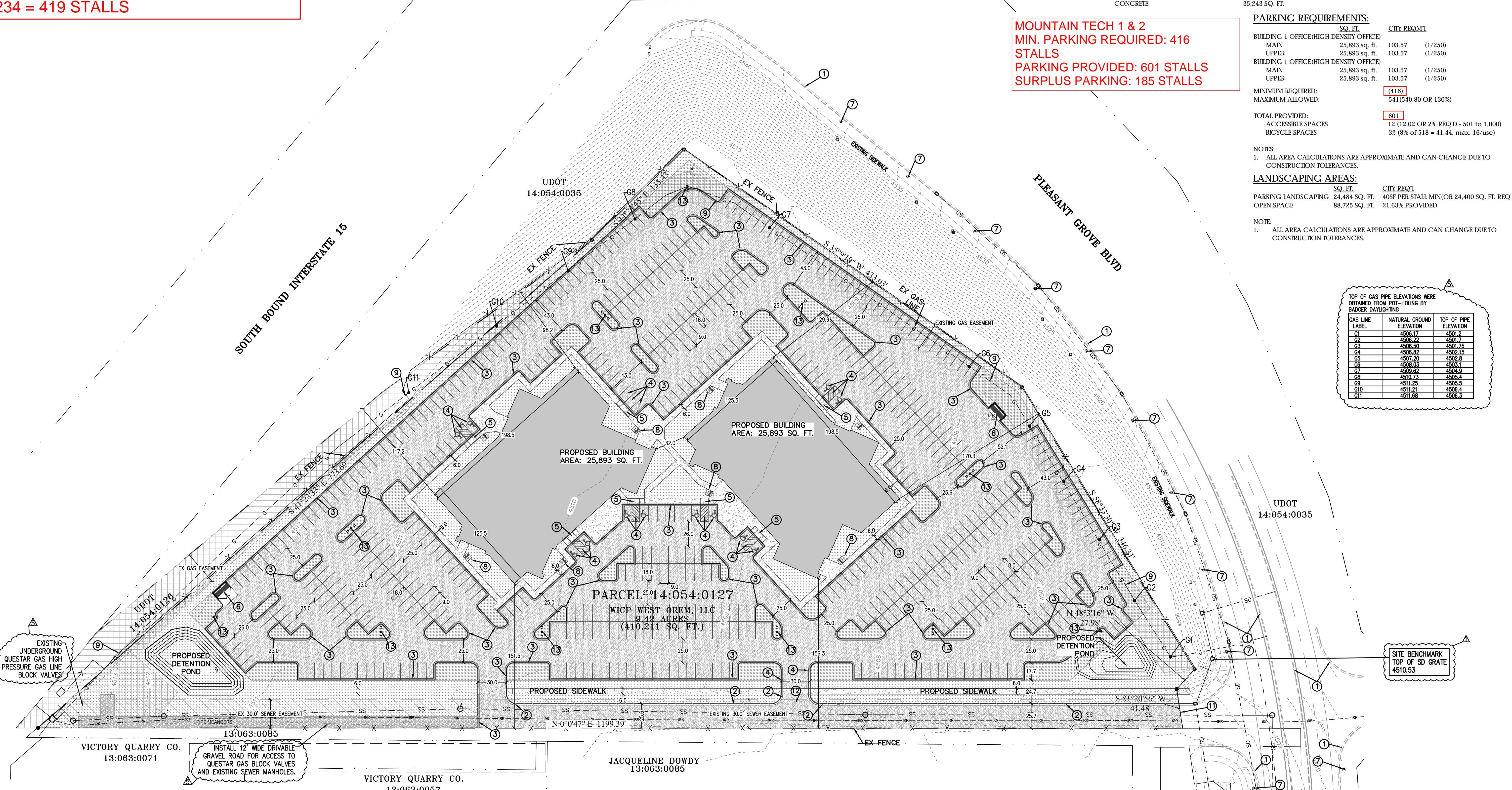
LANDSCAPING AREAS:

	SQ. FT.	CITY REQ'T
PARKING LANDSCAPING	24,484 SQ. FT.	40SF PER STALL MIN(OR 24,400 SQ. FT. REQ'D)
OPEN SPACE	88,725 SQ. FT.	21.63% PROVIDED

NOTE:
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

TOP OF GAS PIPE ELEVATIONS WERE OBTAINED FROM POT-HOLING BY BADGER DAYLIGHTING

GAS LINE LABEL	NATURAL GROUND ELEVATION	TOP OF PIPE ELEVATION
G1	4506.17	4507.2
G2	4506.22	4507.2
G3	4506.50	4507.75
G4	4506.82	4502.15
G5	4507.20	4502.8
G6	4508.03	4503.1
G7	4509.82	4504.9
G8	4510.13	4505.4
G9	4511.26	4505.5
G10	4511.21	4506.4
G11	4511.68	4506.3



SITE PLAN NOTES:

- 1 EXISTING CURB & GUTTER
- 2 PROPOSED 24" CURB & GUTTER. SEE DETAIL SHEET 1/C4.
- 3 PROPOSED 24" REV PAN CURB & GUTTER. SEE DETAIL SHEET 3/C4.
- 4 ALL HANDICAP STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS.
- 5 ADA RAMP ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL SHEET C5.
- 6 PROPOSED TRASH ENCLOSURE. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- 7 EXISTING LIGHTPOLE.
- 8 PROPOSED BIKE RACK. SEE ARCHITECTURAL DRAWINGS FOR STAIRS DETAILS.
- 9 EXISTING GAS LINE. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
- 10 PROVIDE SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER.
- 11 CONTRACTOR TO SAWCUT EXISTING ASPHALT AND PROVIDE SMOOTH EDGE FOR NEW ASPHALT TO MATCH TO.
- 12 PROPOSED 3" WIDE ROLL GUTTER. SEE DETAIL 11/C4.
- 13 PROPOSED LIGHT POLE. SEE ARCHITECTURAL PLANS FOR DETAILS.

BUILDING FLOOR DRAINS NOTE:
FOR THIS PROJECT THERE WILL BE NO FLOOR DRAINS IN THE BUILDING. THEREFORE NO GREASE TRAP OR SAMPLING MANHOLE WILL BE REQUIRED OR PROVIDED.

LINDON CITY STANDARD NOTES:

1. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA).
2. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC, UNDERGROUND SPRINKLING SYSTEM WITH A BACKFLOW PREVENTION DEVICE AND A BACKFLOW PREVENTION DEVICE TO THE BUILDING, UNLESS LANDSCAPING IS SERVED BY THE SECONDARY WATER SYSTEM.
3. WATER METERS ARE TO BE LOCATED BEHIND BACK OF WALK OR BACK OF CURB IN AN AREA THAT IS ACCESSIBLE, NOT LOCATED BEHIND FENCED AREAS OR UNDER COVERED PARKING.
4. LINDON STANDARD SPECIFICATIONS AND DRAWINGS APPLY TO CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE OWNED OR MAINTAINED BY LINDON CITY AND TAKE PRECEDENCE OVER OTHER STANDARDS.

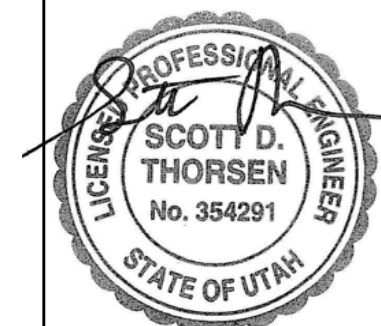
TELECOMMUNICATIONS NOTES:

1. TELECOMMUNICATION CONDUIT SHALL BE INSTALLED TO SERVE THIS SITE. RUN THE CONDUIT TO THE SITE FROM AN EXISTING SERVICE BOX AT A NEARBY SITE AS SHOWN IN THE UTOPIA DESIGN. RUN THE CONDUIT WITHIN THE PUBLIC RIGHT-OF-WAY OR SECURE EASEMENTS TO RUN IN ON PRIVATE PROPERTY. LAY THE CONDUIT AT A MINIMUM DEPTH OF COVER OF 24".
2. INSTALL ONE ORANGE 3/4" DIAMETER SDR-11 HDPE CONDUIT MEETING ASTM 3035, OR IN DIFFERENT QUANTITIES AND SIZES AS SHOWN IN THE UTOPIA DESIGN. A TWELVE (12) GAUGE SOLID THHN TRACER WIRE SHALL BE INSTALLED INSIDE ALL CONDUITS ACCORDING TO NESC STANDARDS. TELECOMMUNICATIONS CONDUIT SHALL INCLUDE A 3" CAUTION TAPE INSTALLED IN THE PIPELINE TRENCH APPROXIMATELY 12" BELOW THE GROUND SURFACE, WITH THE WORDS "CAUTION: FIBER OPTIC CABLE" PRINTED ON IT.

NO.	DATE	BY	REVISIONS
1	08/13/15	TJH	CITY COMMENTS
2	08/20/15	TJH	CITY COMMENTS
3	09/09/15	SOT	CITY COMMENTS
4	11/05/15	TJH	CITY COMMENTS
5	11/05/15	TJH	QUESTAR GAS LINE LOCATE
6	07/14/16	TJH	ROOF DRAIN/ UTILITY LINE RELOCATION
NO.			REVISIONS
			BY DATE

DESIGNER: SDT
PROJECT ENGINEER: SDT
CIR
ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
S.L.C. Utah 84119 - 801-949-6296

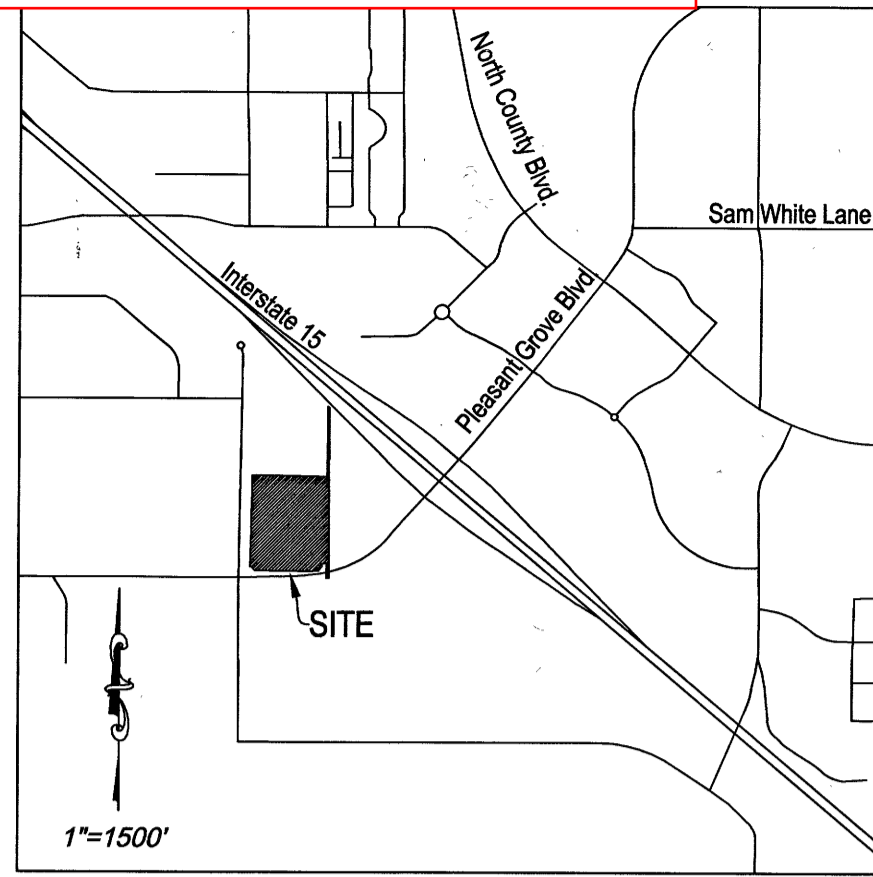
MOUNTAIN TECH CENTER
2570 WEST 600 NORTH, LINDON, UTAH
SITE PLAN



SHEET NO. C1
PROJECT ID: W1005-01
DATE: 07/31/15
FILE NAME: PRJ-MTW
SCALE: 1"=50'



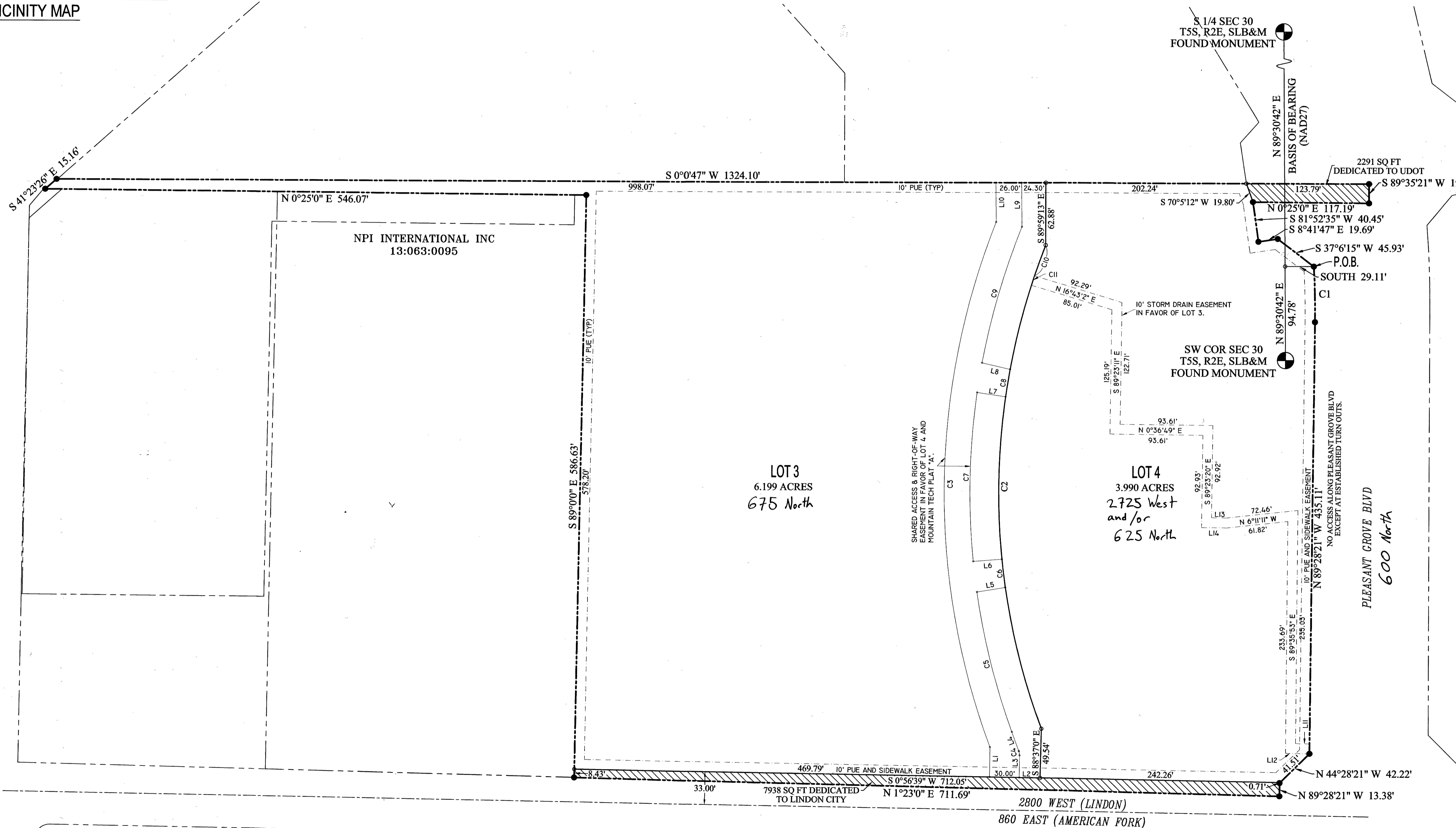
Exhibit 7: Subdivision Plat



VICINITY MAP

MOUNTAIN TECH PLAT "B"

LOCATED IN SECTIONS 30 & 31, T5S, R2E, SLB&M
AND SECTIONS 25 & 36, T5S, R1E, SLB&M



LINE TABLE

L1	S 89°28'20" E 30.14'
L2	N 0°56'39" E 20.87'
L3	S 89°28'20" E 22.32'
L4	N 69°46'43" E 20.65'
L5	S 9°14'25" E 29.00'
L6	S 4°38'12" E 29.01'
L7	S 8°28'43" W 29.00'
L8	S 12°59'58" W 29.03'
L9	N 89°28'20" E 44.41'
L10	N 89°28'20" E 39.54'
L11	N 1°05'52" E 14.25'
L12	N 1°05'52" E 24.13'
L13	N 0°33'00" E 15.14'
L14	N 0°33'00" E 25.74'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	857.94	56.03	3°44'31"	56.02	S 88°39'24" W
C2	681.14	498.26	41°54'43"	487.22	S 89°42'6" E
C3	736.14	541.25	42°7'38"	529.14	S 89°31'26" E
C4	12.00	4.34	20°42'45"	4.31	N 80°10'18" E
C5	710.14	145.64	11°45'2"	145.38	N 75°49'10" E
C6	681.14	28.71	2°24'54"	28.71	N 82°56'31" E
C7	710.14	170.59	13°45'50"	170.18	S 88°55'3" E
C8	681.14	27.94	2°21'1"	27.94	S 80°52'57" E
C9	710.14	143.05	11°32'30"	142.81	S 73°49'33" E
C10	681.14	32.80	2°45'33"	32.80	N 70°7'31" W
C11	681.14	10.00	0°50'29"	10.00	N 71°55'32" W

15970

NOTES:

- 1 - PARKING AREAS ON LOT 4 TO BE FOR THE BENEFIT OF BOTH LOTS.
- 2 - LOTS ARE DIMENSIONED INDEPENDENT OF ANY EASEMENT DIMENSIONS.

OCCUPANCY RESTRICTION NOTICE

IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT HAVING FIRST OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE CITY.

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.
DATE JAN 25, 2018 (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 89°30'42" EAST 94.78 FEET ALONG SECTION LINE AND SOUTH 29.11 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT GROVE BOULEVARD: 1) ALONG THE ARC OF A 857.94 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 56.03 FEET THROUGH A CENTRAL ANGLE OF 3°44'31" (CHORD BEARS SOUTH 88°39'24" WEST 56.02 FEET), 2) NORTH 89°28'21" WEST 435.11 FEET, 3) NORTH 44°28'21" WEST 42.22 FEET, AND 4) NORTH 89°28'21" WEST 13.38 FEET; THENCE NORTH 1°23'00" EAST 171.69 FEET; THENCE SOUTH 89°00'00" EAST 586.83 FEET; THENCE NORTH 0°25'00" EAST 546.07 FEET; THENCE SOUTH 41°23'28" EAST 15.16 FEET; THENCE SOUTH 0°00'47" WEST ALONG THE WESTERLY BOUNDARY OF MOUNTAIN TECH PLAT "A" AND EXTENSION THEREOF A DISTANCE OF 1324.10 FEET; THENCE SOUTH 89°35'21" WEST 19.44 FEET; THENCE NORTH 0°25'00" EAST 117.19 FEET; THENCE THE FOLLOWING THREE COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PLEASANT GROVE BOULEVARD: 1) SOUTH 81°52'35" WEST 40.45 FEET, 2) SOUTH 8°41'47" EAST 19.69 FEET, AND 3) SOUTH 37°06'15" WEST 45.93 FEET TO THE POINT OF BEGINNING.
CONTAINS 10.42 ACRES
BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD27.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERON AND SHOWN ON THE MAP, AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 26 DAY OF Jan A.D. 2018
Mark Weldon Mountain Tech 3/4
Mark Weldon, Manager
WICP West Orem #3 LLC

ACKNOWLEDGMENT

STATE OF UTAH ss. COUNTY OF UTAH
ON THE 26 DAY OF January, 2018 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY'S FULL NAME & COMMISSION NUMBER Charly Bollwinkel 694633
Apr. 18, 2021
MY COMMISSION EXPIRES A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LINDON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.
THIS 15 DAY OF March, 2018
Sharon Call City Attorney
Mayor/PLANNING COMMISSION CHAIRMAN
Planning Director

APPROVED [Signature] CITY ENGINEER (SEE SEAL BELOW)
ATTEST Kathryn A. Moorman CLERK / RECORDER (SEE SEAL BELOW)

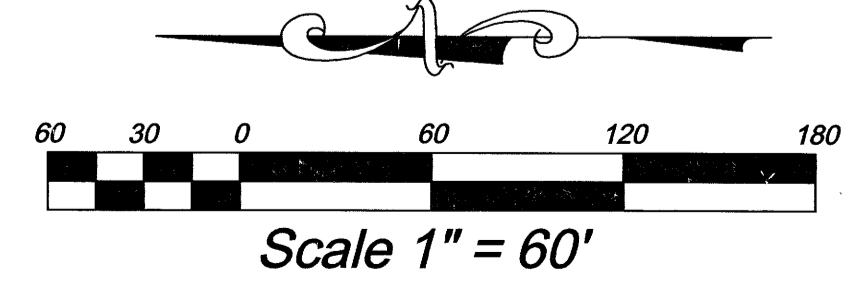
CONDITIONS OF APPROVAL

MOUNTAIN TECH

LINDON CITY, UTAH COUNTY, UTAH
SCALE: 1" = 60 FEET

CIR ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
S.L.C. Utah 84119 - 801-949-6296

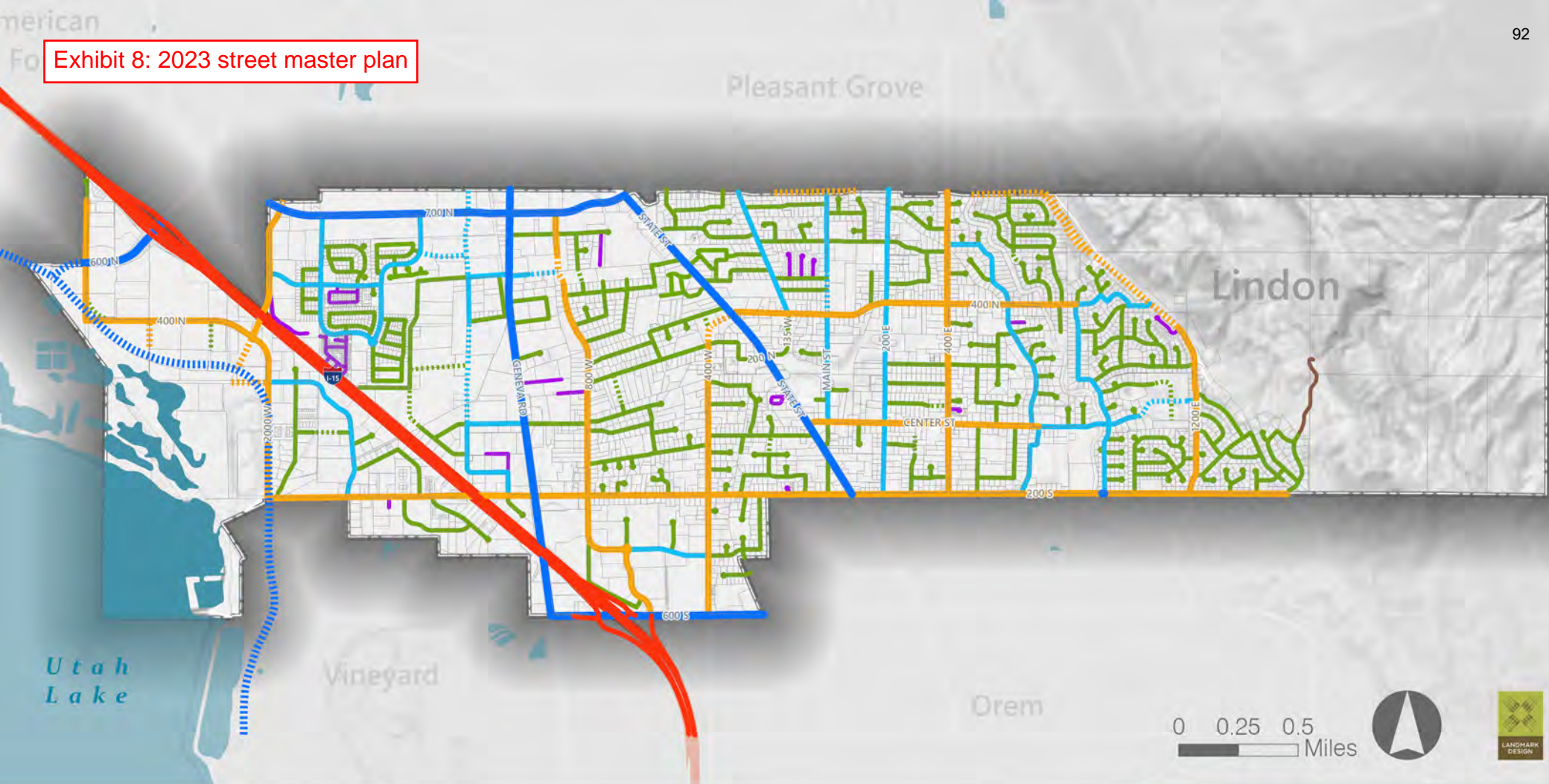
AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308



Professional seals for the Surveyor (Aaron D. Thomas), City Engineer (Sharon Call), and City Clerk/Recorder (Kathryn A. Moorman). The City of Lindon seal is dated February 16, 2018.

Sec 25, 36 T5S, R1E, S1B
Sec 30, 31 T5S, R2E, T5085

Exhibit 8: 2023 street master plan



- Functional Classification
- Freeway
 - Arterial
 - - - - Future Arterial
 - Major Collector
 - - - - Future Major Collector
 - Minor Collector
 - Local
 - - - - Future Local
 - Other Public
 - Private
 - Lindon City Boundary
 - - - - Future Minor Collector

Map 6
Street Master Plan
 ADOPTED JULY 3, 2023

Lindon City General Plan

2 The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday,**
4 **December 12, 2017 beginning at 7:00 p.m.** at the Lindon City Center, City Council
Chambers, 100 North State Street, Lindon, Utah.

6 **REGULAR SESSION – 7:00 P.M.**

8 Conducting: Rob Kallas, Vice Chairperson
Invocation: Mike Marchbanks, Commissioner
10 Pledge of Allegiance: Mike Vanchiere, Commissioner

12 **PRESENT** **EXCUSED**
Rob Kallas, Commissioner Sharon Call, Chairperson
14 Mike Marchbanks, Commissioner
Bob Wily, Commissioner
16 Charlie Keller, Commissioner
Steven Johnson, Commissioner – arrived 7:19
18 Mike Vanchiere, Commissioner
Hugh Van Wagenen, Planning Director
20 Brandon Snyder, Associate Planner
Kathy Moosman, City Recorder

22 **Special Attendee:**
24 Matt Bean, Councilmember

- 26 1. **CALL TO ORDER** – The meeting was called to order at 7:00 p.m.
28 2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the
Planning Commission meeting of November 28, 2017 were reviewed.
30

32 COMMISSIONER WILY MOVED TO APPROVE THE MINUTES OF THE
REGULAR MEETING OF NOVEMBER 28, 2017 AS PRESENTED.
34 COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT
VOTED IN FAVOR. THE MOTION CARRIED.

- 36 3. **PUBLIC COMMENT** – Vice Chair Kallas called for comments from any
audience member who wished to address any issue not listed as an agenda item.
38 There were no public comments.

10 **5. Site Plan — Mountain Tech 3 and 4, 600 North 2800 West.** Mark Weldon
 12 requests site plan approval on Lot 3 of said subdivision for an 89,736-square foot
 14 office/warehouse building with Lot 4 seeking approval for two 4,800 square foot
 16 retail food buildings, at approximately 600 North 2800 West (Utah County Parcel
 #13:063:0104) in the Mixed Commercial (MC) and General Commercial (CG-
 A8) zones.

18 Mr. Van Wagenen gave a brief background of this item noting the current 10-acre
 parcel received previous approval to be rezoned as both Mixed Commercial and General
 Commercial. The applicant is proposing to build one 89,736 s.f. office/warehouse on 6.2
 20 acres and two 4,800 restaurant/retail buildings on 3.9 acres for a total of three buildings.
 Pending the approval and recording of Mountain Tech Plat B, the office warehouse
 22 building will be located in the Mixed Commercial zone and the retail buildings will be
 located in the General Commercial A8 zone. Public improvements on 2800 West,
 24 including street widening and curb/gutter/sidewalk construction and street light
 installation are required as part of the subdivision, but will be built along with the site.
 26 2800 West is a shared road with American Fork. He noted the developer must obtain
 permission from American Fork to work within their jurisdiction to complete the required
 28 improvements.

30 Mr. Van Wagenen further explained this site will have shared parking between
 the office/warehouse and retail buildings. He stated all requirements are met. Bike
 parking in the MC and CG zones requires an 8% ratio (to required vehicular stalls) up to
 32 16 bike stalls per building. There are 12 bike stalls for the office/warehouse and 16 bike
 stalls for the retail buildings which is acceptable based on what is being provided for each
 34 individual building.

36 Mr. Van Wagenen stated the site has frontage along 2800 West and 600 North
 (aka Pleasant Grove Boulevard) with both frontages having the required 20-foot
 landscape strip with trees planted every 30 feet on center. Interior landscaping must be
 38 provided at 40 square feet per required stall with one tree per 10 stalls. With the proposed
 383 stalls, that equates to 15,320 square feet and 39 trees required (there is 15,335 s.f. of
 40 landscaping and 52 trees provided). The office/warehouse is on 6.2 acres and requires
 40,510 s.f. (55,892 s.f. is provided). The retail buildings are on 3.9 acres and require
 42 33,967 s.f. (37,660 s.f. is provided). The office/warehouse building meets the minimum
 setback of 20 feet for the MC zone and the retail buildings meet the minimum setback of
 44 20 feet for the CG-A8 zone.

46 He stated all buildings meet the maximum height limit of 48 feet with the
 office/warehouse at 43 feet and the retail buildings at 29 feet. Staff is excited with this
 concept and feels it will be a nice addition. There will be some restaurants going in to
 48 serve the growing population that is very exciting. Dependent on the clients that come in

2 for restaurants there may be the need of a drive through. He asked if staff can handle that
 4 or if they will want to see how it affects the layout. He also referenced the conditions
 6 included in the staff report.

The MC zone (office/warehouse) and CG zone (retail buildings) have different
 6 architectural standards. In the MC zone, concrete tilt-up buildings shall comply with the
 8 following standards:

- 8 a. Painted or colored concrete exteriors are permitted. The shade of each color must
 be consistent.
- 10 b. Bare concrete exteriors are not permitted.
- 12 c. The exterior of a concrete tilt-up building shall be finished with additional
 architectural details such as entrance canopies, wrought iron railings and finishes,
 shutters, multilevel porches, metal shades, and metal awnings.
- 14 2. The office warehouse building in the MC zone
 - 16 a. is a concrete tilt-up with the colors Gray Screen, Web Gray, Cyberspace;
 - 18 b. has several façade pop-outs and footprint articulation;
 - 20 c. has entrance canopies and metal window awnings;
 - 22 d. has first and second story glass windows.
- 24 3. The CG zone requires the Commercial Design Standards to be met including:
 - 26 a. Primary building materials such as brick, stone, and colored decorative concrete
 block;
 - 28 b. Secondary materials may include stucco, wood/cement fiber siding & timbers;
 - 30 c. Avoid flat looking wall/facades by introducing projecting elements;
 - 32 d. Promote articulation through variation in rooflines and façade modulation;
 - 34 e. Building entries shall have one or more of the following treatments: canopy,
 overhang,
 - 36 f. awning or arch; recesses or projections in the building façade including display
 windows surrounding the entrance; peaked roof or raised parapet structures over
 the door;
 - 38 g. Ground mechanical units must be screened from view with wing walls,
 landscaping or a combination of both;
 - 40 h. Rooftop mechanical units are desirable where possible, and should be screened
 from view with wall, parapets, etc.;
 - 42 i. Colors must meet the Color Palette
- 44 4. The retail buildings in the CG zone
 - 46 a. have ground level windows and doors with Gray Glass with a reflective coating;
 - 48 b. have brick façade treatments;
 - c. have varying rooflines;
 - d. have timber canopy support elements;
 - e. have painted Hardy Board and EIFS as secondary materials;
 - f. use the colors Gray Screen, Web Gray, and Cyberspace;
 - g. it is unknown where the mechanical units will be located.

44 Mr. Van Wagenen pointed out there are some engineering issues that will need to
 be resolved before the plans are finalized and staff will ensure all requirements are met.
 46 He then referenced an aerial photo of the site and surrounding area, Site Plan,
 Landscaping Plan, Office/Warehouse Architectural Elevations, Retail Architectural
 48 Elevations, the Color Palette and Zoning Map, and the Street Master Plan showing

2 roadway to be removed followed by some general discussion including discussion on the
possible use and concept of drive throughs. The representatives stated they are working
4 on some concepts with the retail broker as it may be something that is coming and they
will try to accommodate them. Following discussion, the Commission agreed that staff
6 can handle the issue with drive throughs if it arises. The Commission also agreed that Mr.
Weldon does a very nice product and this will be a nice addition to the area.

8 Vice Chair Kallas asked if there were any further comments or discussion.
Hearing none he called for a motion.

10

COMMISSIONER VANCHIERE MOVED TO APPROVE TO THE
12 APPLICANT’S REQUEST FOR SITE PLAN APPROVAL WITH THE FOLLOWING
CONDITIONS:1. AMENDMENT OF THE STREET MASTER PLAN TO REMOVE
14 THE ROADWAY CUTTING THE SOUTHWEST CORNER OF THE PROPERTY BE
APPROVED BY THE CITY COUNCIL. 2. DEVELOPER RECEIVES WRITTEN
16 PERMISSION TO WORK IN AMERICAN FORK’S JURISDICTION IN ORDER TO
COMPLETE THE REQUIRED PUBLIC IMPROVEMENTS, INCLUDING STREET
18 WIDENING. 3. MOUNTAIN TECH PLAT B SUBDIVISION IS APPROVED AND
RECORDED. 4. ALL UTILITY/MECHANICAL UNITS FOR THE RETAIL
20 BUILDINGS BE SCREENED PER THE COMMERCIAL DESIGN STANDARDS
AND 5. SHOULD THERE BE A NEED FOR DRIVE THROUGHS ON THE RETAIL
22 BUILDINGS THAT THEY BE BUILT IN CONSULTATION WITH STAFF AND
THAT STAFF WILL SIGN OFF WITH THOSE BEING ACCEPTABLE.

24 COMMISSIONER MARCHBANKS SECONDED THE MOTION. THE VOTE WAS
RECORDED AS FOLLOWS:

- 26 COMMISSIONER KALLAS AYE
- COMMISSIONER MARCHBANKS AYE
- 28 COMMISSIONER WILY AYE
- COMMISSIONER KELLER AYE
- 30 COMMISSIONER JOHNSON AYE
- COMMISSIONER VANCHIERE AYE

32 THE MOTION CARRIED UNANIMOUSLY.

Exhibit 10: 2023 Planning commission meeting minutes – Zone Change Recommendation

2 The Lindon City Planning Commission held a regularly scheduled meeting on Tuesday, August
22, 2023 beginning at 6:00 p.m. at the Lindon City Center, City Council Chambers, 100 North
4 State Street, Lindon, Utah.

6 **REGULAR SESSION – 6:00 P.M.**

6 Conducting: Sharon Call, Chairperson
8 Invocation: Karen Danielson, Commissioner
10 Pledge of Allegiance: Jared Schauers, Commissioner

12 **PRESENT**

12 **EXCUSED**

12 Sharon Call, Chairperson Scott Thompson, Commissioner
14 Rob Kallas, Commissioner
14 Mike Marchbanks, Commissioner – arrived at 6:11
16 Steven Johnson, Commissioner
16 Jared Schauers, Commissioner
18 Karen Danielson, Commissioner
18 Michael Florence, Community Development Director
20 Mary Barnes, Associate Planner
20 Brian Haws, City Attorney
22 Britni Laidler, Deputy Recorder

- 24 1. **CALL TO ORDER** – The meeting was called to order at 6:00 p.m.
- 26 2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the Planning Commission meeting of July 11, 2023 were reviewed.

28 COMMISSIONER KALLAS MOVED TO APPROVE THE MINUTES OF THE
30 REGULAR MEETING OF JULY 11, 2023 AS PRESENTED. COMMISSIONER DANIELSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

- 32 3. **PUBLIC COMMENT** – Chairperson Call called for comments from any audience member who wishes to address any issue not listed as an agenda item. There were no public comments.

34 **CURRENT BUSINESS** –

8 **6. Public hearing for a recommendation to the Lindon City Council to amend the Lindon City Zone Map for the Property located at 625 N. 2800 W. from CG-A8 to Mixed Commercial.** Mark Weldon has is requesting a zone change for the above
 10 reference property to amend the zoning from CG-A8 to Mixed Commercial. (Parcel
 12 Number (67:013:0004)

14 COMMISSIONER MARCHBANKS MOVED TO OPEN THE PUBLIC HEARING.
 16 COMMISSIONER DANIELSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

18 Mary Barnes presented this item. The parties present representing the applicant are
 20 Robert Pinon, Lauren Weldon and Steve Sumsion. She noted the applicant wishes to build a new
 22 58,644 sq ft flex office/warehouse building at this location which would be called Mountain
 24 Tech 4. The current zoning, CG-A8, is for commercial, retail, office, and service uses. It does not
 allow a flex office/warehouse. An MC zone change would allow for a flex office/warehouse use.
 The applicant has provided a concept rendering of the proposed building for commission to
 review.

26 Ms. Barnes stated in 2017, the property to the north, 675 N 2800 W, was rezoned to MC
 for a flex office/warehouse project named Mountain Tech North 3. The original site plan
 28 approval for Mountain Tech North 3, showed two retail/restaurant spaces on the property in
 discussion. The planning commission and city council at that time had considerable conversation
 30 regarding the future commercial on this lot. In the ensuing years, these retail buildings were
 never built, and a parking lot was constructed. Recently, the applicant has told city staff that
 32 retail would not work in this location due to the following: 1. A retail center has already been
 established on the other side of I-15. 2. The proximity of this site to the Timpanogos Special
 34 Service District facility (sewer plant) and the sewer smells that come from the facility. 3. A new
 office/warehouse building helps existing tenants stay in Lindon and expand. 4. An
 office/warehouse is going in west of this location in American Fork.

36 Ms. Barnes then addressed the parking stall requirements and issues stating the current
 Mountain Tech North 3 is required to have 218 stalls, but currently only has 135 stalls on the
 38 property. This was allowed due to a note on the plat that states that parking areas on Lot 4 (the
 subject property) were to be for the benefit of both lots. The extra 83 stalls that would have been
 40 required for Mountain Tech North 3 were located on the subject property through this shared
 parking note on the plat. The proposed new building would require 117 stalls minimum, and the
 42 applicant wants to provide 94 stalls. For the existing and proposed building the parking code
 would require 335 stalls minimum. The applicant is proposing a total of 232 stalls for both
 44 buildings, 138 stalls for the existing building and 94 stalls for the proposed building. She
 explained while any parking reductions would need to be provided at the site plan process this is
 46 something that the planning commission should still consider with the zone change

2 Ms. Barnes explained the developer also owns surrounding properties which could be
 4 used for shared parking, but that would need to be considered at the site plan approval and
 6 language would need to be recorded on the properties for shared parking allowances. Lindon's
 8 current shared parking code states that the shared parking spaces need to be within 350' of the
 building or use and should have a safe and convenient pedestrian connection. She pointed out
 that an analysis must be provided to show that the peak parking times of both properties occur at
 different times, and the area will be large enough for the anticipated demands of both uses.

10 Ms. Barnes then presented the Vineyard Connector aspect of this property, and the future
 12 arterial road that is planned to run to the southwest of this property and that will run from
 Vineyard to Lehi, with the potential of the small corridor of 600 N between I-15 and the
 14 Vineyard Connector; this would mean that commercial business in this area could be valuable in
 the future. City staff believes that this zone change request needs to be evaluated carefully.
 Although retail may not be booming at the moment, when the Vineyard Connector is
 16 constructed, this becomes a much more important intersection and corridor for Lindon.

18 Mr. Barnes then noted that staff has mentioned to the applicant that, if possible, to make
 the southwest corner of the building a little more retail commercial in appearance; this is the
 20 corner that is the closest to the Vineyard Connector. That way, commuters on the Vineyard
 Connector will be able to see commercial looking buildings, instead of another large, industrial
 22 warehouse. Ms. Barnes concluded that the general plan does call for a mix of uses in this area,
 and city staff believes that this property would be Lindon's last change for retail uses in this area.

24 Ms. Barnes then presented the Surrounding Area Zoning Map, the Ordinance amending
 the zoning, Proposed Mountain Tech North, Site Plan and Elevations, Original site plan from
 26 first re-zone, showing an office, Approved site plan from 2017, showing two retail/restaurant
 buildings, Subdivision plat, 2023 street master plan and the 2017 Planning commission meeting
 minutes – Site Plan Approval followed by some general discussion.

28 Commissioner Danielson stated she hasn't noticed any smell issues since they got new
 equipment at the sewage plant and asked if this would still be an issue where this location is.
 30 Lauren Weldon stated there are still some smell issues, and they currently have tenants trying to
 break their lease due to this issue.

32 Robert Pinon addressed the commission at this time stating he wants the commission to
 consider the quadrant the WICP has developed. He then touched base on the economic impact
 and potential benefits this project can bring to help Lindon grow economically. Mr. Pinon then
 34 stated this area doesn't have the retail draw as it does further east. He pointed out that area is a
 good destination for offices and warehouses. He noted that this will eventually become a
 36 throughfare, and it will take all corners to help slow down traffic from the freeway and he also
 presented how they will do that. He then explained their vision for this location. Mr. Pinon also
 38 addressed the parking situation discussed earlier and discussed their plans to remedy this issue
 through a potential "cross parking" agreement. Steve Sumsion reminded the commission of the
 40 successful history this developer has had. He pointed out this plan also keeps a consistent
 presentation of quality construction in the area that will attract major companies that will also
 42 help keep traffic away from city center and closer to I-15.

44 Commissioner Kallas stated that they are looking towards the future of the Vineyard
 Interchange and what it could be as things grow in that area, and commented that he thinks the
 46 building looks nice, but also pointed out that truck loading in the front of the building would be
 what is first seen on the interchange.

2 Mr. Florence reminded the commission that we need to be careful with this and the issues
it could potentially have. He also wants to ensure that the commission really thinks about this
4 zone change. If we do choose to make the zone change, we know that Mr. Weldon will bring
great things there, but we need to really think about it before making a final decision.

6 Commissioner Call stated she has concerns about the office warehouse change, and
referenced that it was previously promised that there would be retail there back in 2017. She then
8 asked the applicant if all the warehouse businesses were at capacity. Mr. Pinon stated they are
currently 98% full at this time. Commissioner Call stated she knows there isn't a lot going on
10 with the Vineyard Connector now, but that doesn't mean that won't change in the future.

12 Commissioner Schauers asked for clarification on the American Fork parcel next to the
parcel in question. It was clarified that it is currently zoned as industrial within American Fork.
There was then some general discussion on the likelihood of retail in that area.

14 Chairperson Call called for any further public comments or discussion. Hearing none she
called for a motion to close the public hearing.

16
18 COMMISSIONER KALLAS MOVED TO CLOSE THE PUBLIC HEARING.
COMMISSIONER SCHAUERS SECONDED THE MOTION. ALL PRESENT VOTED IN
FAVOR. THE MOTION CARRIED.

20 Commissioner Kallas stated that saving one parcel for commercial in the area doesn't
make sense, and there needs to be mass to make it work, so he has no problem with the change.
22 Commissioner Marchbanks voiced that he is for the change and his worry is more with the future
of UDOT taking that building out to widen the road. Commissioner Johnson voiced that he has
24 debated back and forth on this topic, and he agrees it does seem strange to put commercial
amongst all the industrial in that area and he doesn't have an issue with the flex zone.
26 Commissioner Schauers stated there could be more tenants in those areas besides just for people
going to work etc. He added there could be family fun venues such as bounce houses, or indoor
28 trampoline parks etc. He sees that as commercial use that could be down there, and not just
restaurants. Commissioner Danielson agreed retail could be hard in that area.

30 Chairperson Call called for any further comments or discussion from the Commission.
Hearing none she called for a motion.

32
34 COMMISSIONER KALLAS MOVED TO RECOMMEND APPROVAL OF
ORDINANCE 2023-15-O TO AMEND THE LINDON CITY ZONING MAP FROM
COMMERCIAL GENERAL A8 (CG-A8) TO MIXED COMMERCIAL (MC) AT 625 N 2800
36 W (PARCEL NUMBER 67:013:0004). COMMISSIONER MARCHBANKS SECONDED THE
MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 38 COMMISSIONER CALL NAY
- COMMISSIONER JOHNSON AYE
- 40 COMMISSIONER SCHAUERS AYE
- COMMISSIONER MARCHBANKS AYE
- 42 COMMISSIONER KALLAS AYE
- COMMISSIONER DANIELSON AYE

- 2 *Commissioner Call explained the reason for her nay vote. She has concerns about the office*
warehouse change, and the fact that it was previously promised that there would be retail back
4 *in 2017 and she knows there isn't a lot going on at Vineyard Connector now, but that doesn't*
mean that won't change in the future.

12. Review & Action — Ordinance #2023-19-O; Avalon Zone Change. The Council will review a recommendation by the Lindon City Planning Commission for approval of Ordinance #2023-19-O to add a Senior Housing Facility Overlay (SHFO) over the existing Commercial General (CG) zone of the subject property. *(20 minutes)*

Sample Motion: I move to *(approve, reject)* Ordinance #2023-19-O to amend the Lindon City zoning map and add the Senior Housing Facility Overlay (SHFO) to the property at 183 N. State St (parcel number 48:358:0011) *(as presented, or with changes)*.

Public Hearing – Zoning Map Amendment 183 N. State St

Date: September 18, 2023

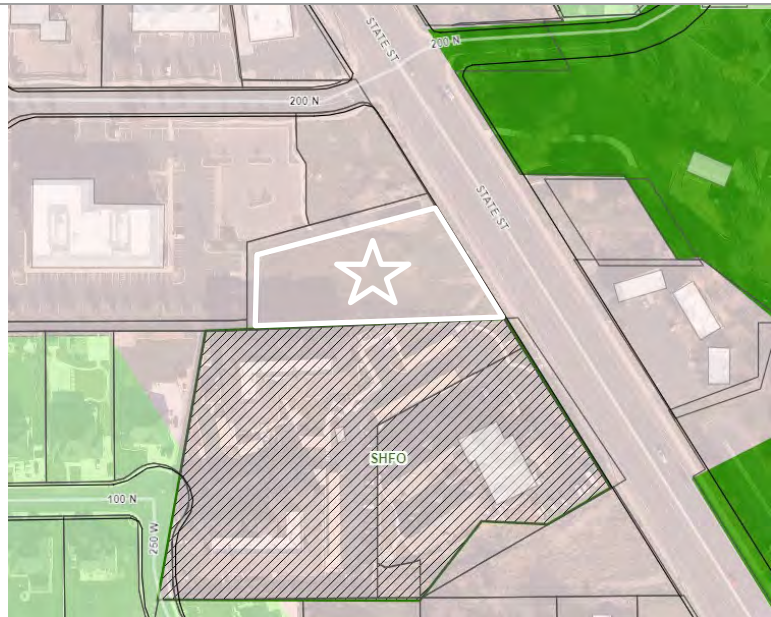
Project Address: 183 N. State St
Applicant: Avalon Senior Living
Property Owner: Xirect Software Solutions LLC

General Plan: General Commercial
Proposed Zone Change:
 Commercial General to Senior Housing Facility Overlay

Parcel ID: 48:358:0011
Size: 1.029 acres

Type of Decision: Legislative
Council Action Required: Yes, the planning commission unanimously recommended approval.

Presenting Staff: Mary Barnes



Summary of Key Issues

1. Whether to recommend approval of a request to add a Senior Housing Facility Overlay (SHFO) over the existing Commercial General (CG) zone of the subject property.

Overview

- The applicant wants to build a new 3-story, 30-unit senior housing facility at this location. To be able to do that, a Senior Housing Facility Overlay (SHFO) zone must be adopted for the property. Therefore, the applicant is petitioning the commission and Council for a zone map amendment. This new project would be an extension of the Avalon Senior Apartments, which is directly to the south.
- In 2013, the existing Avalon Senior Apartments were approved at 179 N State St. The two existing buildings are 4-stories with 45 units each for a total of 90 units.
- The applicant has provided a concept rendering of the proposed building, and a preliminary site plan.
- In the past, staff has received many development inquiries regarding this property and what type of uses are permitted. Many of the requested uses were not permitted in the CG zone, including used car dealerships, storage, a landscaping storage yard, indoor sports, a construction storage yard, etc. Other requests for strip malls, restaurants, or other permitted uses have always fell through due to the configuration and slope on the site. The site slopes down towards the Lindon Heritage trail to the west, which can make it difficult for any building to be seen from State St. However, this was done recently with the building where Fizz is located. Additionally, it has multiple easements on it, such as a 5-17' trail easement on the north and west sides of the property, and a 10' drainage easement on the south side of the property.
 - The proposed senior living facility would be connected to the existing senior living facility for pedestrian and vehicular access. Although there will be access off of State St, the buildings do not need the same commercial visibility on State St.

- The applicant has stated that one of the main driving forces behind this application was the desire to preserve the view of the residents within Building 1 and preserve the use that would be constructed next to his investment.

Motion

I move to recommend (*approval, denial, or continuance*) of ordinance 2023-19-O to amend the Lindon City zoning map and add the Senior Housing Facility Overlay (SHFO) to the property at 183 N. State St (parcel number 48:358:0011).

Surrounding Zoning and Land Use

North: CG – Lindon Heritage Trail and new Oz Development office building

East: CG and Public Facilities (PF) – State St, Artisan Salon, and Lindon City Park

South: SHFO – Existing Avalon Apartments

West: CG – Lindon Heritage Trail and Premier Family Medical and Urgent Care

Background and Proposed Development

In August 2013, the property to the south was approved for a zone change to Senior Housing Facility Overlay. In October 2013, the planning commission and the City Council approved the same property for a senior living facility named Avalon Apartments. Avalon consists of two 4-story buildings with 45 units each, 30% of open space, and 100 parking spaces.

The applicant for this zone change owns the existing Avalon Apartments and is proposing to extend the SHFO directly north to the subject property. If the zone change is approved by City Council, the applicant will move forward with a site plan and conditional use permit application for a 3-story, 30-unit senior housing apartment building on the subject property.

Chapter 17.75.020 states that any application to amend the overlay area must include a concept plan and preliminary renderings of the proposed building. If the project changes significantly beyond the concept plan after a zone change is approved, the planning commission has the authority to refuse to grant a conditional use permit. Therefore, a concept plan and renderings have been attached to this staff report, and a quick analysis of the concept plan with the SHFO code has been provided below.

Requirement	Provided	Compliant?
Project acreage shall be a minimum of 2.5 acres but not larger than 5 acres.	With the possible addition of 183 N State St, the overall Avalon Apartments project could become 4.02 acres.	Yes, pending zone change approval.
Front Setback: 40' Side or rear yard setback when adjacent to a non-residential zone: 20'	The building would meet both setbacks.	Yes
A minimum of thirty percent (30%) of each project shall be maintained in permanent landscaped open space. The Commercial General zone's landscaping code must also be met (17.48.030).	The current concept plan shows 40% of the lot in permanent landscaped open space. Staff will work with the applicant on an official landscaping plan that follows the requirements in 17.48.030 if this zone change is approved.	Yes, pending zone change approval and landscaping plan review.
Seven foot (7') high, site obscuring fencing shall be installed along the perimeter of the property, regardless of whether it abuts existing residential or commercial	A note calling out a 7' fence along the perimeter of the property has been added to the concept plan.	Yes

properties or uses.		
The facility shall provide off-street parking at a ratio of 1.10 parking stalls per dwelling unit. Parking lot landscaping must also be provided as required in Chapter 17.18.	30*1.1=33 required parking stalls. 34 parking stalls have been provided on the concept plan. Staff will work with the applicant on an official landscaping plan that follows the requirements in 17.18.085 if this zone change is approved.	Yes, pending zone change approval and landscaping plan review.
The Senior Housing Facility Overlay may have a maximum density of 30 dwelling units per acre if full-time on-site management is present and one (1) indoor and one (1) outdoor common area/recreation space is provided within the facility.	Full-time on-site management will be present in the proposed building, and there will be at least 1 outdoor and 1 indoor common area.	Yes
The maximum primary building height shall be the same as found within the underlying zone. CG's maximum building height is 48'.	This will be a 3-story building, and staff will ensure that the height of the building will stay under 48 ft.	
Minimum dwelling unit size shall be 700 square feet.	Each dwelling unit will be a one bedroom unit and currently proposed to be 800 sq ft.	Yes
Architectural design must meet the Commercial Design Standards.	The design of this building is expected to be similar to the existing buildings, with the exception of 1 less story. The existing buildings do currently meet the commercial design standards.	Yes, pending zone change approval and a review of the completed renderings.

This project would also be required to be restricted to 2 people per 1 bedroom unit, and 3 people per 3-bedroom unit. At least one occupant must be 55 years of age or older per unit, with all other occupants being at least 18 years old. A deed restriction explaining these occupancy restrictions will be required. All lighting on the property would be required to prevent glare, nuisance, or inconvenience on an adjoining streets or properties.

General Plan

During the recent General Plan process, some focus was put on the importance of having housing options for Lindon residents with different life-cycle needs. The general plan states that the city may continue to support a range of housing needs in the city, where it is compatible. A range of housing types could help to meet the growing housing demands in Lindon for seniors, and new housing projects can incorporate transitional buffers to help ensure these new housing projects are a good fit with established neighborhoods and uses.

- The Lindon Heritage Trail does help to provide a buffer from the surrounding offices and from the nearby residential zone. A 7' site obscuring fence would need to be added along the perimeter. The proposed building would also be partially blocked by the existing Avalon Building 1, and is about 300' from the closest single-family residential home, and 400' from the next closest single-family home.

A policy within the land use chapter is to: "Strike a balance between meeting future growth needs and demands while safeguarding the "Little Bit of Country" sense of place and high quality of life in Lindon"

- An implementation measure along with this policy is to preserve existing neighborhoods and establish new ones that are aligned with the existing patterns and uses that have been established over time.
- Another implementation measure is to continue to evaluate areas for and consider a wide mix of mixed density residential to meet affordability, lifestyle, and life-cycle targets.

According to a survey that was conducted last year for the general plan update, only 9% of survey respondents would support more senior housing options in the city. It is up to the Planning Commission and City Council to decide whether increasing the amount of senior housing in the city to meet the growing need for senior housing would meet the goals of the General Plan.

While these units will not be specifically targeted to an Area Median Income Ratio, Avalon Apartments does accept Utah County Section 8 housing vouchers.

Planning Commission Meeting – September 12, 2023

The planning commission unanimously recommended approval on September 12, 2023, after considerable discussion. Some of the main concerns from the planning commission with this zone change were as follows: Losing the opportunity for commercial on that property, the density, and access onto State St, specifically having to do with the danger of State St.

The commissioners discussed how this property has been cut off from surrounding commercial by the Lindon Heritage Trail and it would be difficult to fit a commercial building on this property with the required parking, landscaping, and setbacks. The consensus was that an expansion of the Avalon project would make the most sense for this site. It would have access from the neighboring Avalon development, it would expand the overall Avalon community, and it would provide a use for a property that has been difficult to work with for other developers. The danger of State St is something that is out of the control of the applicant, and the proposed density of 30 units/acre is permitted in the SHFO if on-site management and common areas are provided. The applicant talked about the on-site management and common areas that have been provided for the existing buildings, and how that management would be extended to the proposed building.

Staff Analysis

The existing Commercial General zone for this area has a commercial focus. As shown in this report, there are some encumbrances on the property such as setbacks, easements, and slope that make it difficult to develop. However, we have seen it done with the Oz building that is under construction just north of this property as well as the recent Fizz building. The Oz development does not have access from State Street. The Fizz building had to bring in considerable fill and construct retaining walls. A project like an extension of Avalon Apartments could make the most sense for this property because it would not need that proximity to and line-of-sight from State St that other commercial businesses require. Adding more senior units could be a good use for this otherwise hard to use property to provide additional life-cycle senior housing options.

City staff believes that this zone change request needs to be carefully evaluated. When Avalon Apartments first opened there were quite a few parking issues. Talking with a former resident of the facility, visitor parking was very difficult to accommodate. Visitors at times needed to park on 250 W. and enter the gate on the westside of the building or use the parking in the adjacent elderly care facility.

The existing project is only required to have 99 parking spaces, but it currently has 105 parking spaces. Six spaces have been added for visitor parking. If the city council approves the zone change the applicant will need to return for site plan and conditional use permit approval with the planning commission.

Exhibits

1. Surrounding Area Zoning Map
2. Ordinance amending the zoning
3. Proposed Avalon Apartment Phase 2 Concept Plan
4. Renderings of existing buildings
5. Original Site Plan
6. Subdivision Plat of subject property

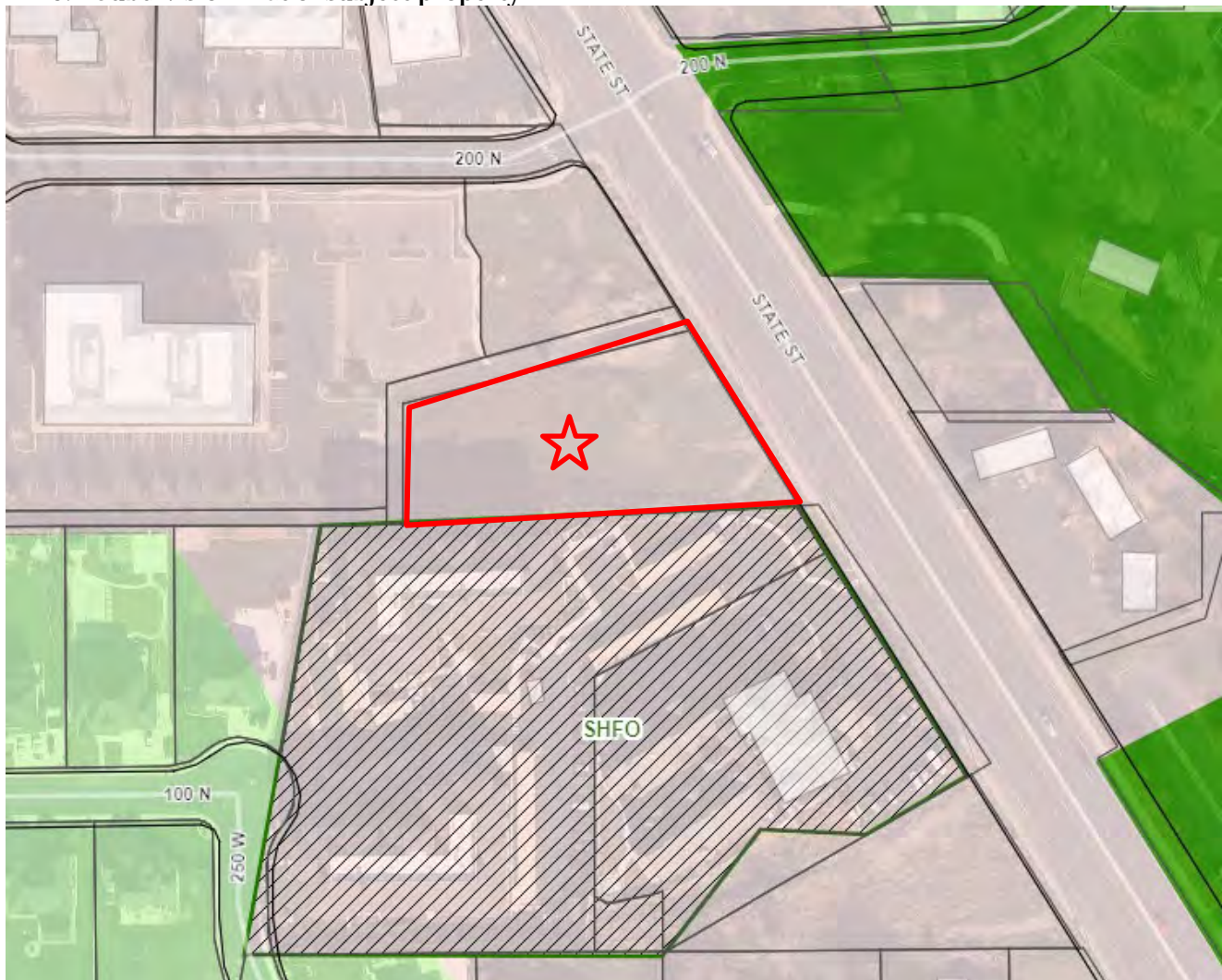


Exhibit 1: Surrounding Area Zoning Map

ORDINANCE NO. 2023-19-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW TO ADD THE SENIOR HOUSING FACILITY OVERLAY (SHFO) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, the City Council finds that the zone change meets the goal of the general plan to support a range of housing needs in the city, where it is compatible; and

WHEREAS, on August 30, 2023, a land use application was submitted to Lindon City to add the Senior Housing Facility Overlay to approximately 1.03 acres within the Commercial General zone; 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 rezone, and recommended that the City Council adopt the zone map amendment of Senior Housing Facility Overlay (SHFO); and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goals of preserving existing neighborhoods and establishing new ones that are aligned with the existing patterns and uses that have been established over time; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal of continuing to evaluate areas for mixed density residential to meet affordability, lifestyle, and life-cycle targets; and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's general plan goal of considering a wide mix of residential and mixed-use districts to help meet affordability, lifestyle, and life-cycle targets; and

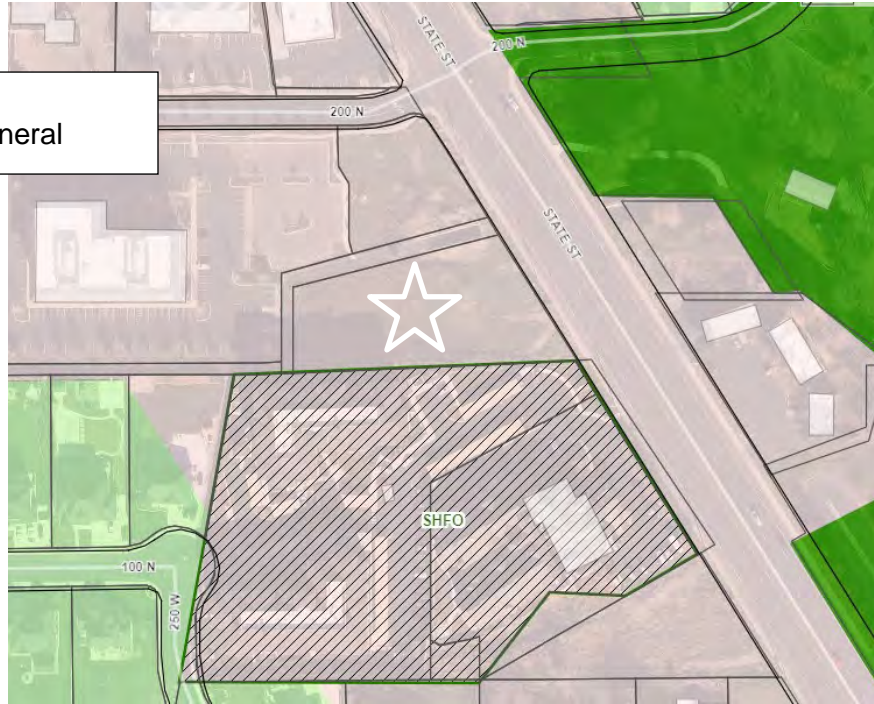
WHEREAS, the Council held a public hearing on _____, to consider the recommendation and the Council received and considered all public comments that were made therein; and

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

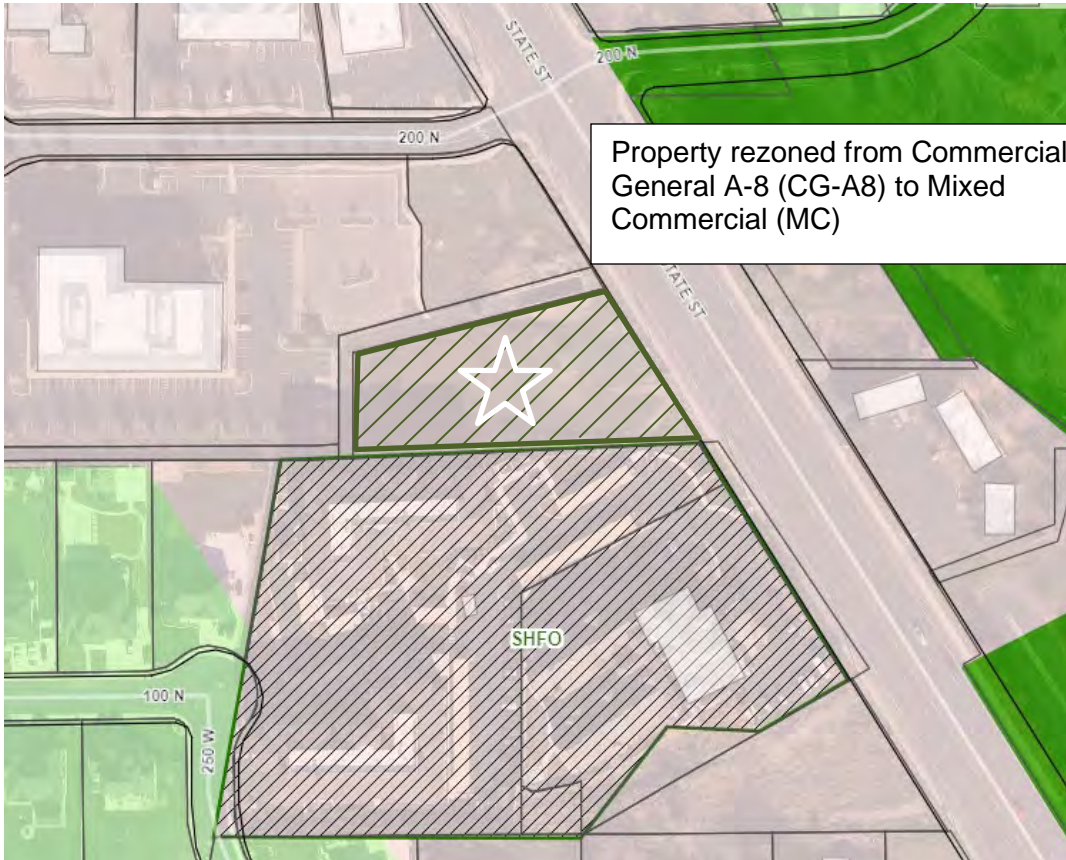
SECTION I: The Lindon City Zoning Map is hereby amended as follows:

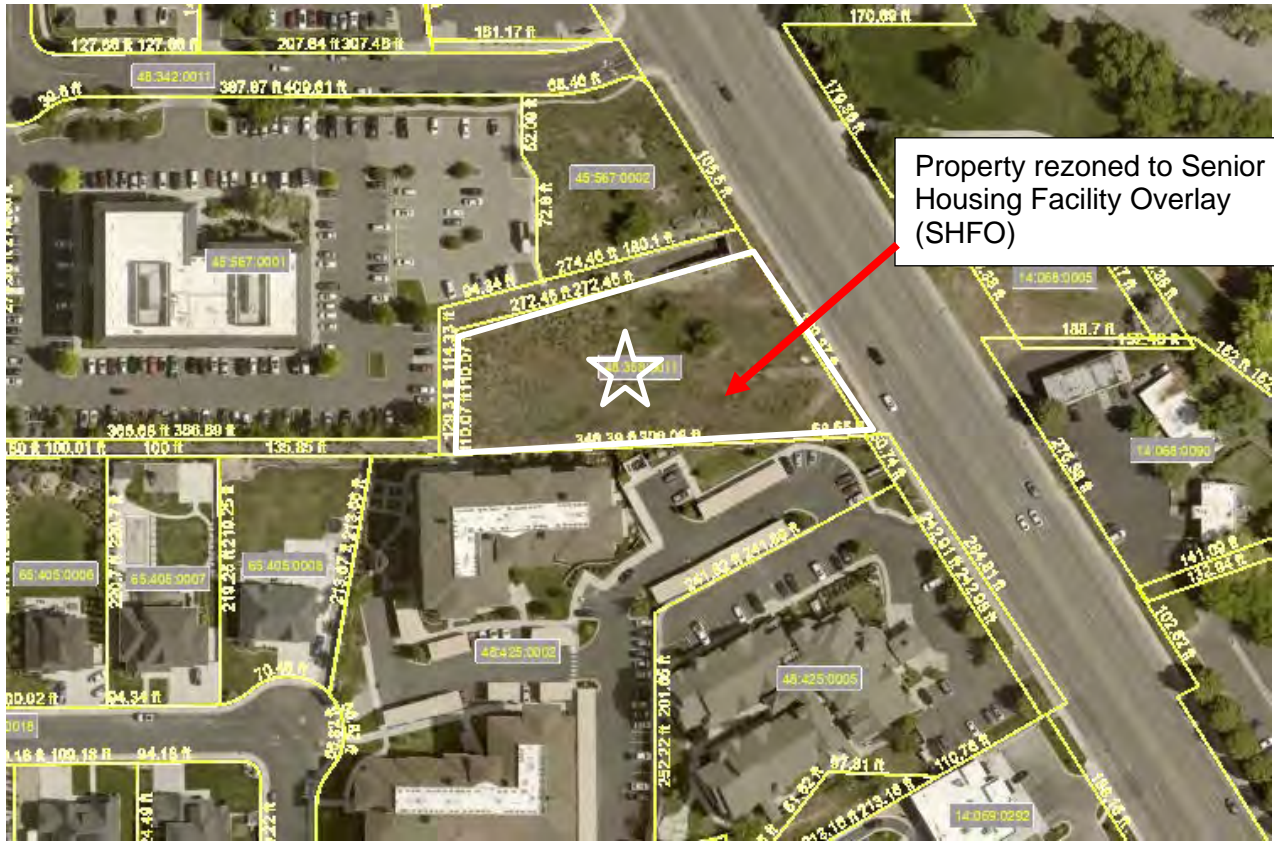
Parcel ID	Property Owner	Address
48:358:0011	Xirect Software Solutions LLC	183 N State St

Current zoning:
Commercial General



Property rezoned from Commercial
General A-8 (CG-A8) to Mixed
Commercial (MC)





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

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

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

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

Carolyn Lundberg, Mayor

ATTEST:

**Kathryn A. Moosman,
Lindon City Recorder**

SEAL

PHASE 2 PROJECT DATA

3 Stories, 30 Units, NFPA 13R Fire Sprinklers Occupancy type = R-2 IBC Construction = V-A IFC Fire Flow = 1,500 gpm (4 hour) 11,312 sq.ft. (footprint) 1.1 Parking stalls per unit required = 33

Parking stalls provided = 34

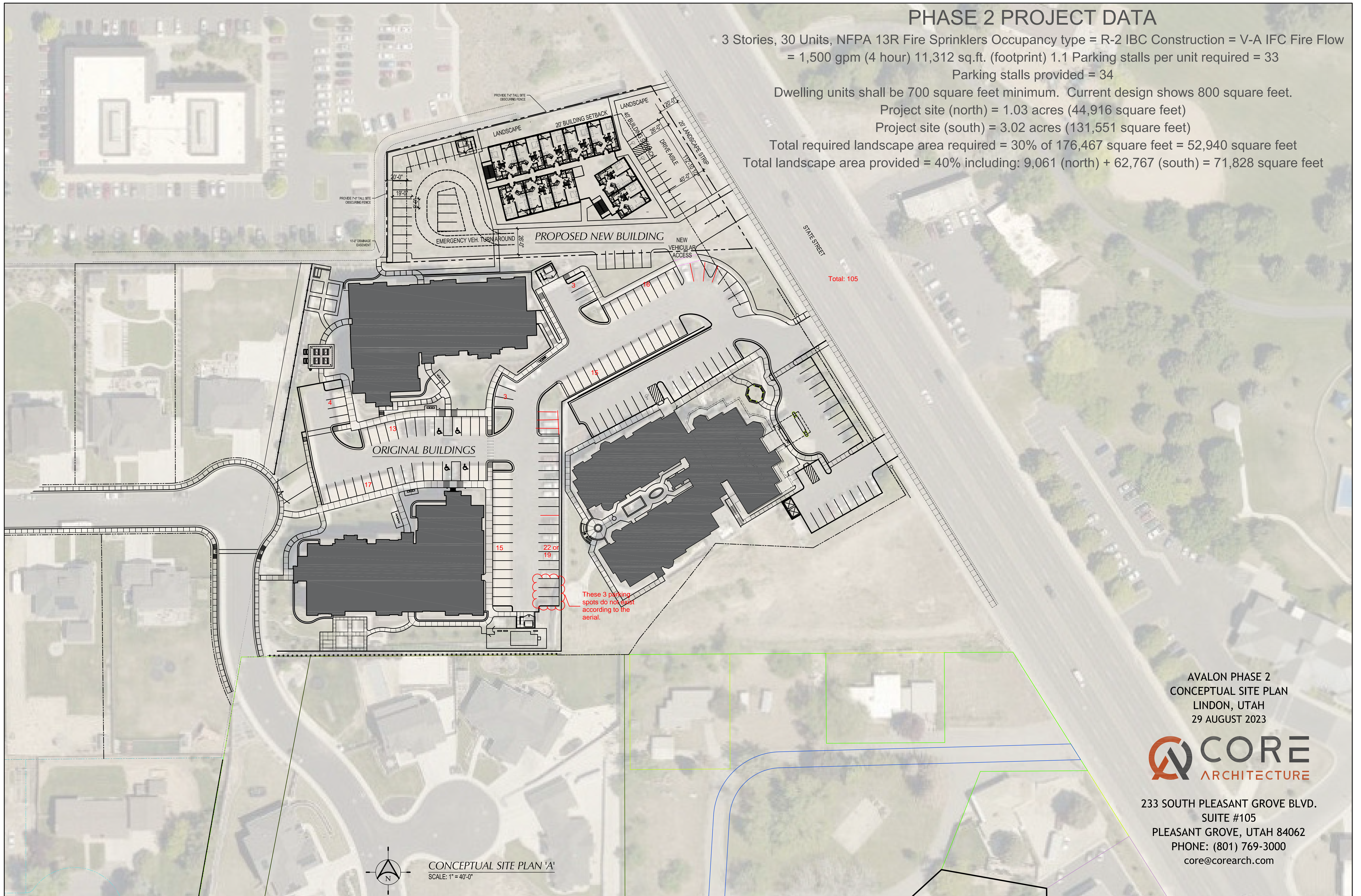
Dwelling units shall be 700 square feet minimum. Current design shows 800 square feet.

Project site (north) = 1.03 acres (44,916 square feet)

Project site (south) = 3.02 acres (131,551 square feet)

Total required landscape area required = 30% of 176,467 square feet = 52,940 square feet

Total landscape area provided = 40% including: 9,061 (north) + 62,767 (south) = 71,828 square feet



Total: 105

These 3 parking spots do not exist according to the aerial.

AVALON PHASE 2
CONCEPTUAL SITE PLAN
LINDON, UTAH
29 AUGUST 2023



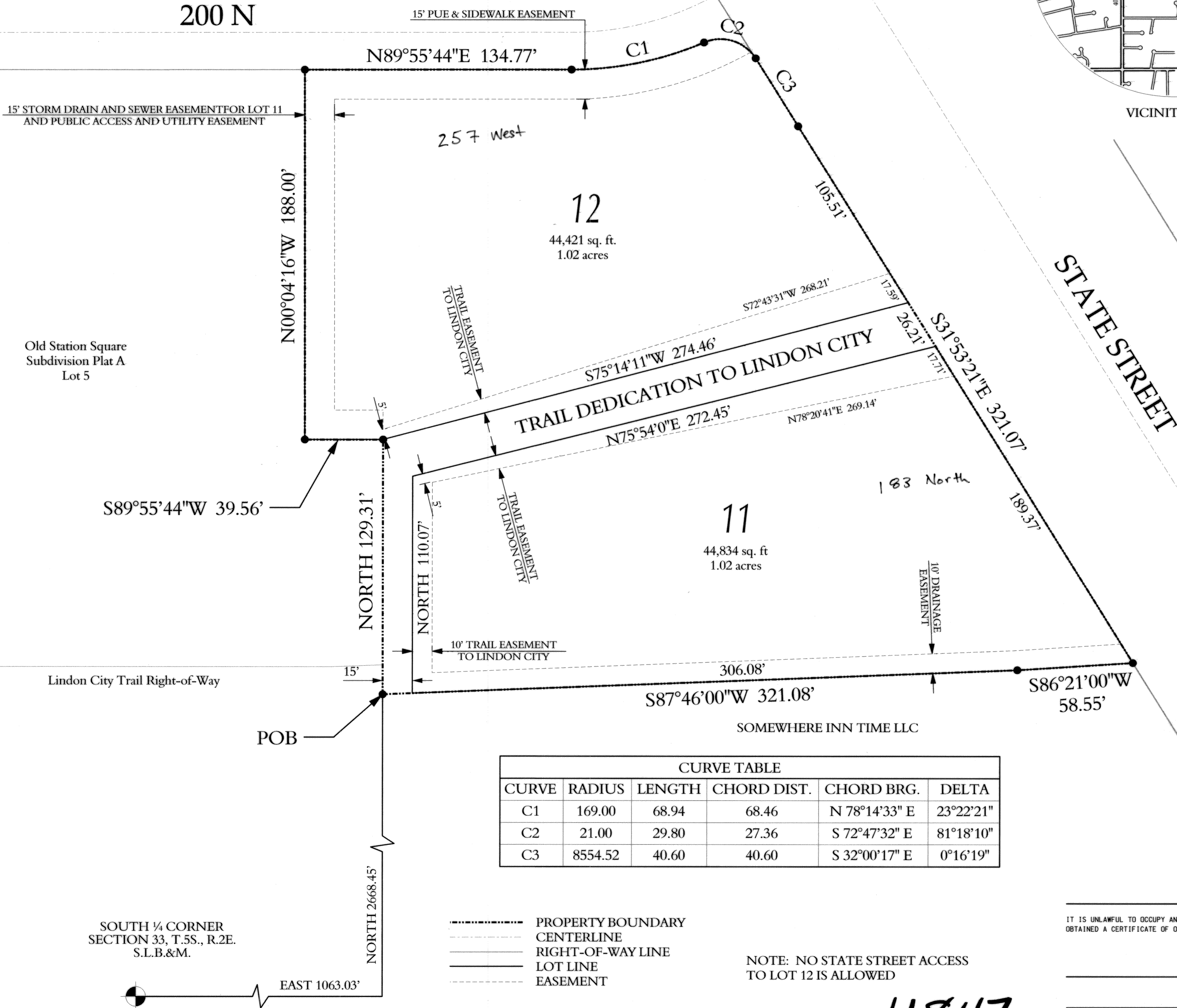
233 SOUTH PLEASANT GROVE BLVD.
SUITE #105
PLEASANT GROVE, UTAH 84062
PHONE: (801) 769-3000
core@corearch.com

CONCEPTUAL SITE PLAN 'A'
SCALE: 1" = 40'-0"





Old Station Square
Subdivision Plat A
Lot 8



200 N

15' PUE & SIDEWALK EASEMENT

N89°55'44"E 134.77'

15' STORM DRAIN AND SEWER EASEMENT FOR LOT 11
AND PUBLIC ACCESS AND UTILITY EASEMENT

257 West

12

44,421 sq. ft.
1.02 acres

N00°04'16"W 188.00'

Old Station Square
Subdivision Plat A
Lot 5

S89°55'44"W 39.56'

NORTH 129.31'

NORTH 110.07'

Lindon City Trail Right-of-Way

POB

SOUTH ¼ CORNER
SECTION 33, T.5S., R.2E.
S.L.B.&M.

EAST 1063.03'

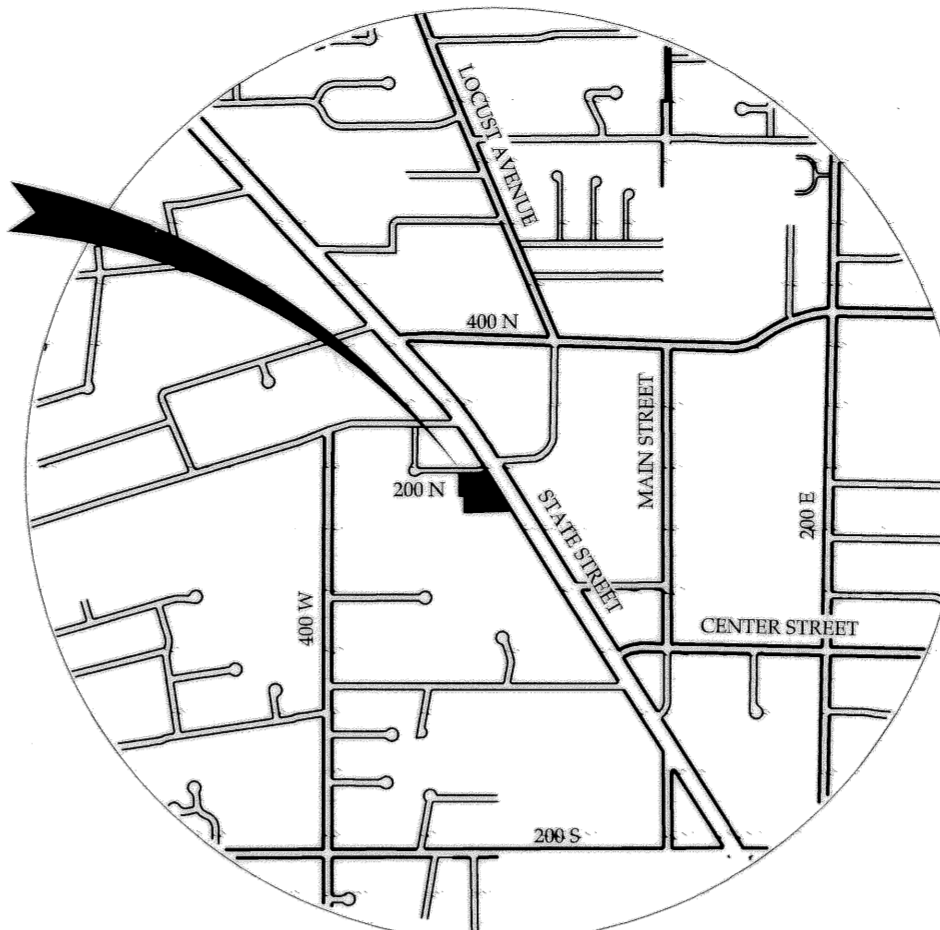
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT

NOTE: NO STATE STREET ACCESS
TO LOT 12 IS ALLOWED

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	169.00	68.94	68.46	N 78°14'33" E	23°22'21"
C2	21.00	29.80	27.36	S 72°47'32" E	81°18'10"
C3	8554.52	40.60	40.60	S 32°00'17" E	0°16'19"

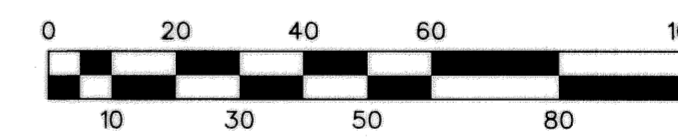
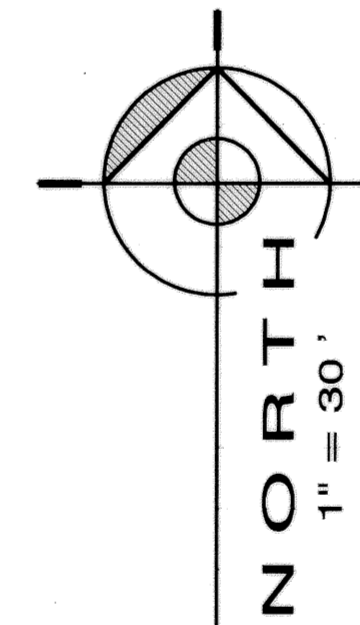
11847

SITE



VICINITY MAP

STATE STREET



SURVEYOR'S CERTIFICATE

I, GARY W. WIER, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 333098, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT LAND INTO LOTS AND EASEMENTS, HEREINAFTER TO BE KNOWN AS OLD STATION SQUARE PLAT "B", AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 11-23-17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

SURVEYOR (SEE SEAL BELOW) Gary W. Wier DATE 4-17-06

BOUNDARY DESCRIPTION

COMMENCING AT A POINT EAST 1063.03 FEET AND NORTH 2668.45 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, THENCE AS FOLLOWS:

NORTH 129.31 FEET TO A POINT ON THE BOUNDARY OF LOT 5 OF OLD STATION SQUARE SUBDIVISION PLAT A, THENCE ALONG SAID LOT BOUNDARY THE FOLLOWING TWO COURSES: S 89°55'44" W 39.56 FEET; THENCE N 00°04'16" W 188.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 200 NORTH STREET; THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT-OF-WAY LINE: N 89°55'44" E 134.77 FEET; THENCE 68.94 FEET ALONG THE ARC OF A 169.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°22'21", WHOSE CHORD BEARS N 78°14'33" E 68.46 FEET; THENCE 29.80 FEET ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°18'10", WHOSE CHORD BEARS S 72°47'32" E 27.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET AND ON THE EXTERIOR BOUNDARY OF OLD STATION SQUARE SUBDIVISION PLAT A; THENCE THE REMAINING COURSES ALONG THE EXTERIOR BOUNDARY OF SAID PLAT: 40.60 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET ALONG THE ARC OF A 8554.52 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0°16'19", WHOSE CHORD BEARS S 32°00'17" E 40.60 FEET; THENCE S 31°53'21" E 321.07 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE S 86°21'00" W 58.55 FEET; THENCE S 87°46'00" W 321.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.24 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 11th DAY OF May, A.D. 2006.

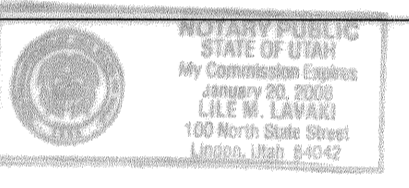
Erin M. Ashman / Manager Build Const. & Dev. LLC
Brigham M. Ashton / Mayor
Jeff Acerson / Mayor

ACKNOWLEDGEMENT

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

ENT 11847-06-0006 No. 11847
RADAR L. LUDINGTON
UTAH COUNTY RECORDER
2006 APR 29 9:40 AM FEE \$2.00 BY ST
RECORDED FOR LINDON CITY CORPORATION

ON THE 11th DAY OF May, 2006, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.
Dale M. Ravaki / 1-20-2008
NOTARY PUBLIC MY COMMISSION EXPIRES:
RESIDING IN UTAH COUNTY, STATE OF UTAH



ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LINDON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 18th DAY OF April, A.D. 2006.

Jeff Acerson
Bruce Compston / Indy Boy
Toby Beck / Spencer Hatch
ATTEST: Mark L. Christensen / CITY ENGINEER (SEE SEAL BELOW)
Mark L. Christensen / CITY ENGINEER (SEE SEAL BELOW)
Eric R. Jones / CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 26th DAY OF April, A.D. 2006, BY THE LINDON CITY PLANNING COMMISSION.

Adam W. Conis / DIRECTOR-SECRETARY
James A. Peterson / CHAIRMAN PLANNING COMMISSION

OLD STATION SQUARE PLAT "B"

BEING A VACATION OF LOTS 6 AND 7
OF OLD STATION SQUARE SUBDIVISION PLAT "A"
SUBDIVISION

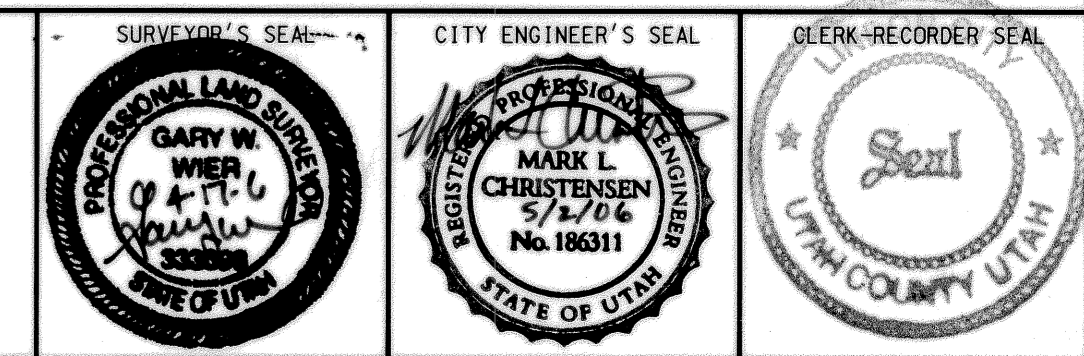
LINDON, UTAH COUNTY, UTAH

SCALE 1" = 30'

OCCUPANCY NOTICE

IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE CITY

CONDITIONS OF APPROVAL



REC. 53, T5S, R2E S18M TU 050
LOTS 6-7, PLAT A, OLD STATION SQUARE) 11847

13. Review & Action — Ordinance #2023-13-O; Lindon Village Ordinance Amendment. The Council will review a recommendation by the Lindon City Planning Commission for denial of Ordinance #2023-13-O. Michael Coutlee represents the property owners on the north side of 700 N. and has made an ordinance amendment application to petition the City to allow residential as a permitted use in the Lindon Village zone. *(20 minutes)*

Sample Motion: I move to *(approve, reject)* Ordinance #2023-13-O *(as presented, or with changes)*.

Ordinance Amendment – 17.48.025 Lindon Village Zone

<p>Date: September 18, 2023 Applicant: Michael Coutlee Presenting Staff: Michael Florence</p> <p>Type of Decision: Legislative</p> <p>Council Action Required: Yes, the planning commission unanimously recommended denial of the application.</p>	<p><u>MOTION</u> I move to recommend (<i>approval, denial, or continuance</i>) of ordinance 2023-13-O (<i>as presented, or with changes</i>).</p>
--	--

Overview:

- Michael Coutlee represents the property owners on the north side of 700 N. and has made an ordinance amendment application to petition the planning commission and city council to allow residential as a permitted use in the Lindon Village zone.
- The applicant has provided a concept plan showing 102 condominiums, 80 townhomes and future commercial lots. The applicant has not identified any commercial tenants or potential uses.
- Lindon City adopted the 700 N. Small Area Plan on April 5, 2021.
- **Lindon City’s General Plan that was recently adopted** discusses in depth the importance of this corridor as a commercial gateway to Lindon City.
- Since the planning commission meeting the applicant has reached out to city staff about the idea of discussing the potential of a Memorandum of Understanding with the city council to try and agree on development principles for the site.
- Lindon City General link: https://media.rainpos.com/442/23_0703_ADOPTED_Lindon_City_General_Plan_1.pdf
- 700 N. Masterplan link: https://media.rainpos.com/442/adopted_700_north_corridor_report_may_2021_1.pdf

General Plan Goals

- Land Use Policy 4.1 – Establish a new 700 N. Commercial Gateway on 700 N. as the “**commercial destination of the community.**”
- Economic Development – prioritize 700 N. for economic development, while ensuring that it is an iconic corridor for the community.
- Economic Development Policy 1.1(b) - Utilize the recommendations in the 700 N. Small Area Plan and prioritize this area for commercial development.

700 N. Small Area Plan

- See exhibits 1 and 2 of this report for the vision and goals of the 700 N. Small Area Plan.

Ordinance Proposal

2. *Permitted Land Uses.* **With the exception of residential as listed below**, permitted, conditional, and nonpermitted **commercial** uses in the LVC **zone** mirror those uses as reflected in the standard land use table for the general commercial (CG) **zone** with the exception of the following uses which are not permitted in the LVC **zone**:

- a. Motor vehicles/trucks/marine – new vehicle dealership;
- b. Used cars/trucks – used vehicle sales **lots**;
- c. Auto lube and tune-up;
- d. Auto tire shops/tire sales/tire services;

- e. Light equipment rental and leasing – automobile and light-truck rental;
- f. Indoor gun ranges;
- g. Assisted living facilities – large or small as defined by Chapter [17.72](#).
- h. Residential uses are permitted.**

Staff Analysis:

Allowing an ordinance amendment for residential as a permitted use, as requested, removes the city's ability to regulate the number of residential units and maintain the intent of the zone to provide for commercial development. The applicant told the planning commission that his intent was not to develop the entire northside of 700 N. as residential but would be willing to come back with a clearer vision for the area. As it stands, this proposal affects the entire Lindon Village zone on both sides of the 700 N. corridor.

This is one of Lindon's last remaining commercial zones in Lindon so commercial should be the priority and the city should be presented with a well-designed commercial component. The city adopted the 700 N. Small Area Plan in April 2021 which sets forth a vision to create a gateway to the city that provides a high-quality commercial destination center. The city understands that it will receive proposals for residential uses in this corridor. However, those plans should be part of a coordinated development plan that identifies the primary focus of commercial development and designed in a manner that creates gathering areas and a live-work-play community. Once the city receives a development plan that meets the vision and goals of the corridor then the city should work with the property owners/developer on rezoning and amending its ordinances to allow the desired development plan.

If the city council decides that they want to move forward on this proposal, then city staff recommends that the item be continued. With a previous development proposal for 700 N. the city council directed city staff to draft a non-binding memorandum of understanding to work collaboratively to negotiate a development agreement. Other zoning applications would need to be applied for by the applicant so that residential development would apply to this applicant's property only.

City staff recommends not changing the zoning ordinance at this time and denying the application.

Exhibits

1. 700 N. Vision
2. 700 N. Goals
3. 700 N. District Map
4. Developer Concept Plan
5. Planning commission meeting minutes



The 700 North site is envisioned as a gateway to Lindon city and fosters unique experiences for the community to gather. High design standards will preserve and enhance the quality of the city. The site will be developed with community spaces, retail, restaurants, employment center, services, and other experiential attractions to create an environment for a live-work-play community. Through the support of Bus Rapid Transit and future mobility options, the site will be a destination center and a center for the city to grow and develop by creating a thriving, walkable community that enhances the lifestyle of all Lindon residents in the present and future.

2.2 Project Goals

Enhance 700 North Corridor to Create a Gateway into Lindon

- Create a cohesive development strategy.
- Create and enhance all modes of travel for connections throughout the development.
- Creating an identity of arriving at Lindon.
- Design attractive transit corridors that support placemaking.
- Create opportunities for well-designed parks, open spaces, and plazas.
- Create areas for landmarks and gateways through outdoor design, building architecture, streetscape design, and public art.
- Build upon previous planning documents.

Support & Plan for Future Transit

- Bus Rapid Transit-BRT (near term)
- Light Rail-TRAX (long term)
- Create land uses oriented to transit investment.
- Create enhanced connections between transit options.
- Create a connected street grid.
- Implement Transit Oriented Development Principles as found in sections 1.8 & 1.9.
- Create a regional hub for future transit.
- Create a complete streets network that serves cars, transit, bikes, and pedestrians.
- Create a walkable and bikeable street grid.

Create a Walkable Town Center

- Restaurants / retail/ office/ entertainment focused
- Central community gathering place.
- Create complete streets that encourage active transportation.
- Enhance and expand open space.
- A walkable town center with street life and attractive design.
- An amenity-rich neighborhood with a priority on placemaking.
- A live-work-play environment.
- Create “third places” where people spend time between home and work.
- Open spaces will create a sense of place, space and look alive and welcoming.

Support Economic Development

- Establish a core for retail, employment centers, hospitality, restaurants, grocer, entertainment, and overall daily needs services.
- Create opportunities for destination experiences.
- Create a vision and land use plan that is based on market realities.
- Increase tax base.
- Create innovative office spaces and opportunities that support growing business and live-work opportunities.
- A regional center for business development and expansion.
- A diversity of buildings and businesses that range in size and scale as well as promoting development for both established and start-up businesses
- Encourage restaurants that are “hip” and “classy” and bring a unique experience to the corridor.
- Encourage entertainment uses to draw people to the area.

5.3 District Plan Concept Recommendation

Flexible Development District

This district will be a gateway to Lindon City and the 700 N. development corridor. The district is envisioned to have a mix of primarily commercial businesses that provide retail, employment, and service needs for the region and community. The district will have a diversity of attractive building types that range in size, scale, and use.

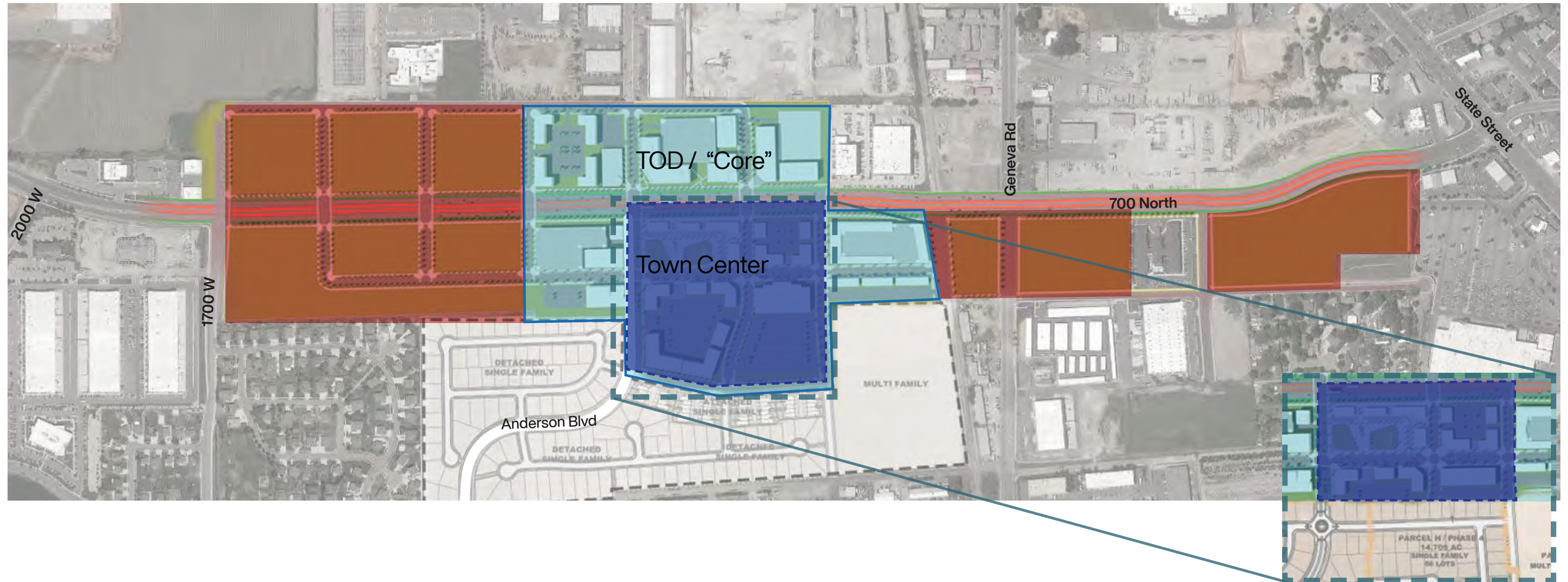
TOD "Core" District

This district supports transit oriented development by focusing on the right mix of land uses that coordinate with transit investment. This district is centrally located and surrounds a future Bus Rapid Transit (BRT) Station and light rail corridor. The district will encourage a mixture of building uses with high quality design standards that help to support both the Flexible Development and Town Center Districts.

Town Center District

The Town Center District is an active destination core with a vibrant mix of land uses, building, and gathering areas. Placemaking, open space/plaza areas, streetscape design, and building architecture are a priority that will help create an iconic district center. A "Main Street Promenade" is proposed to activate the district and provide locations for commercial uses and gathering areas to expand their outdoor space as a public amenity.

- Flexible Development District
- TOD/ Core District
- Town Center District



Optional mainstreet based on alternative Anderson Farm Development



First off, the drawings are only conceptual and exhibit only one option for a development here. What we are trying to do is establish a ratio of Residential to Commercial/ retail for the site that is acceptable to the city.

We all have knowledge of this site and certainly know that this is not the first time this location has come before the committee or council.

We have had numerous developers or single type users make a run at this property either in part, for the entire site or at least a large portion of it.

There have been attempts at developing the south side of 700 North as well.

For whatever reason, whether it be the city's or the developers failure to achieve a reasonable compromise it does not matter.

What matters from this point forward is that we all understand that neither the city nor the Developer/s will get everything they want.

I say this out loud but to all of us this is an obvious point, since it's been nearly 7 years that I personally have been working on this project.

This concept is showing close to a 50/50 Ratio.

I actually like a development that has more of a downtown feel to it and I know that this is a concept that is generally liked by the Mayor and some of the council members.

With a downtown concept both the retail and residential numbers could be reached easier, AND we could afford a larger open space area for gatherings and general relaxation. Plus with larger open spaces a development of this type will allow things to not feel so overcrowded.

Residential homes or density are not an enemy here and perfect examples of that are University Place and also Downtown Provo. Both these locations were well established commercial/ retail hubs in our valley and both locations were struggling to keep storefronts occupied.

This is a common fact known to all of us, and of course we all know the reason for this being the ability to get pretty much anything we want from online shopping.

Developers of Commercial sites know this as well and have researched this problem and determined that to make any commercial site work , there needs to be an element of residential.

Again, not a new thing. We have seen the signs for years,

“Live, Work and Play Here”.

The younger generation loves this concept and a lot of the older generations do as well.

Whether we recognize this or not our culture revolves in cycles and we, for whatever reason are coming full circle back to the old school downtown scenario again.

Just think, you can live within walking distance of restaurants, theaters and maybe even your place of employment. Not just convenient, but ecologically responsible as well.

These elements have already been employed both in Orem and in Provo, and these are just two local examples of this type of development.

Orem has added 809 condo/apartments. All in the UP area and included on their map of the Mall and surrounding area.

Downtown Provo 1100 plus, some of which are still being built, and they are redeveloping the old city hall site with a retail/residential building. The city is very excited about this new feature to their downtown!

What we are really asking for here tonight is a change to a conditional use type zoning that will allow us to develop this site into a centerpiece feature for the city that will allow us to create something that the current and future residents of Lindon will be proud of and look forward to visiting on their nights out.

This zoning should extend to cover the south side of 700 North as well so that we can build a downtown that flows together well and will compliment each other. My vision is that the same group will develop both north and south sides.

This I am absolutely positive that everyone of us here tonight can agree to all of these points and most certainly agrees that we all want to make this location an active vibrant and exciting place to

LIVE, WORK and PLAY!!

So the question at this point is how do we move forward to accomplish this?



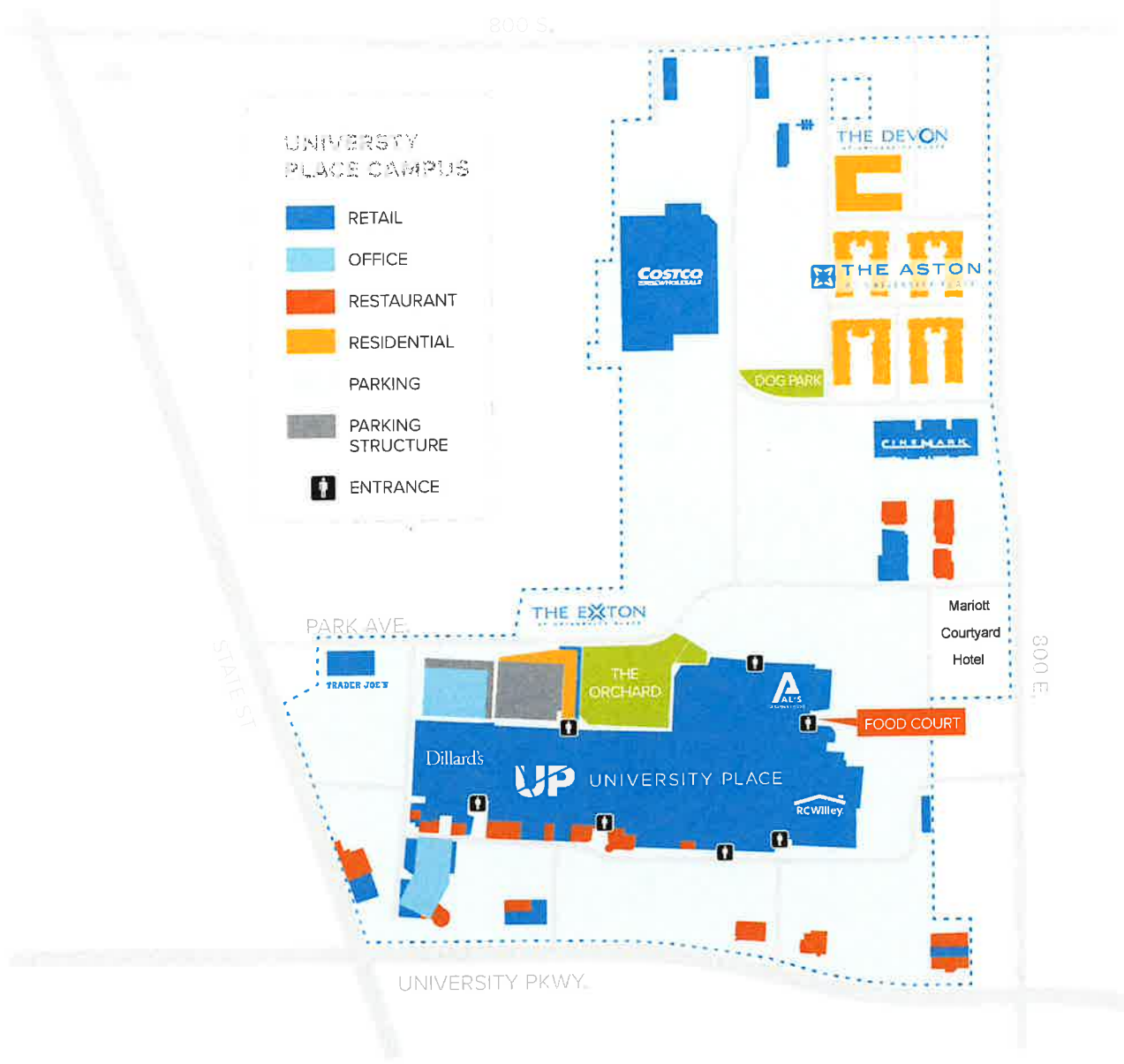












2 The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday, August**
3 **22, 2023** beginning at 6:00 p.m. at the Lindon City Center, City Council Chambers, 100 North
4 State Street, Lindon, Utah.

6 **REGULAR SESSION – 6:00 P.M.**

6 Conducting: Sharon Call, Chairperson
8 Invocation: Karen Danielson, Commissioner
9 Pledge of Allegiance: Jared Schauers, Commissioner

10 **PRESENT**

10 **EXCUSED**

12 Sharon Call, Chairperson Scott Thompson, Commissioner
13 Rob Kallas, Commissioner
14 Mike Marchbanks, Commissioner – arrived at 6:11
15 Steven Johnson, Commissioner
16 Jared Schauers, Commissioner
17 Karen Danielson, Commissioner
18 Michael Florence, Community Development Director
19 Mary Barnes, Associate Planner
20 Brian Haws, City Attorney
21 Britni Laidler, Deputy Recorder

- 22 1. **CALL TO ORDER** – The meeting was called to order at 6:00 p.m.
24 2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the Planning
26 Commission meeting of July 11, 2023 were reviewed.

28 COMMISSIONER KALLAS MOVED TO APPROVE THE MINUTES OF THE
29 REGULAR MEETING OF JULY 11, 2023 AS PRESENTED. COMMISSIONER
30 DANIELSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE
31 MOTION CARRIED.

- 32 3. **PUBLIC COMMENT** – Chairperson Call called for comments from any audience
member who wishes to address any issue not listed as an agenda item. There were no
public comments.

2 Commissioner Call explained the reason for her nay vote. She has concerns about the office
warehouse change, and the fact that it was previously promised that there would be retail back
4 in 2017 and she knows there isn't a lot going on at Vineyard Connector now, but that doesn't
mean that won't change in the future.

6 **7. Public hearing for a recommendation to the Lindon City Council for an
amendment to Lindon City Code 17.48.025 to allow residential as a permitted use
8 in the Lindon Village zone.** Michael Coutlee requests and amendment to the Lindon
Village zoning ordinance.

10 COMMISSIONER JOHNSON MOVED TO OPEN THE PUBLIC HEARING.
12 COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT VOTED IN
FAVOR. THE MOTION CARRIED.

14 Mike Florence also presented this item. He noted the property owners on the north side of
16 700 N. have submitted an ordinance amendment application to petition the planning commission
and city council to allow residential as a permitted use in the Lindon Village Zone. He explained
18 the city adopted the 700 N. Small Area Plan in April 2021 which sets forth a vision to create a
gateway to the city that provides a high-quality commercial destination center. Lindon City's
20 recent General Plan adopted discussed in depth of the importance of this corridor as a
commercial gateway to Lindon City. The General Plan Goals are as stated: 1. Establish a new
22 700 N. Commercial Gateway on 700 N. as the "commercial destination of the community." 2.
Prioritize 700 N. for economic development, while ensuring that it is an iconic corridor for the
24 community. 3. Utilize the recommendations in the 700 N. Small Area Plan and prioritize this
area for commercial development. Mr. Florence then gave a brief background history of the
26 different districts in this location. He then turned the time over to the applicant for comment.

 At this time, Michael Coutlee who represents the property owner, provided a concept
28 plan showing 102 condominiums, 80 townhomes and reserved commercial lots to the
commission. Mr. Coutlee then presented his view for the Lindon Village Zone change. He stated
30 a vision of retail on the main level with office and residential living above. He went on to point
out that all "old school" downtowns were like this. He then stated all the developers he has met
32 with are looking for this sort of mixed use. He then went on to point out what was happening in
Provo, where they have added 11,000 units in downtown Provo alone. He said when visiting
34 there he has never had a problem finding parking, and he believes this is because the people that
are shopping and walking there also live there. This means they don't have to drive to experience
36 it, they just need to go down their stairs.

 He then went on to discuss University Place in Orem, which has 809 units. He recently
38 attended a concert at University Place and noticed there were a lot of people walking around and
visiting the area. This is what he is wanting to bring to this 700 N. site. Mr. Coutlee then asked
40 the commission to draw attention to the renderings of townhomes in the concept plan. Mr.
Coutlee stated the number of homes in that area could be controlled through a density limit and
42 that limit could help him get a developer in there.

 Mr. Florence proceeded to address the commission stating allowing an ordinance
44 amendment for residential as a permitted use, as requested, removes the city's ability to regulate
the number of residential units and maintain the intent of the zone to provide for commercial
46 development. As it stands, this proposal affects the entire Lindon Village Zone and both sides of

2 the 700 N. corridor. Under the proposal by the property owners the entire Lindon Village Zone
could be residential. This is one of Lindon’s last remaining commercial zones in Lindon so
4 commercial should be the priority and the city should be presented with a well-designed
commercial component.

6 Mr. Florence then said that the city understands that it will receive proposals for
residential uses in this corridor. However, those plans should be part of a coordinated
8 development plan that identifies the primary focus of commercial development and designed in a
manner that creates gathering areas and a live-work-play community. Once the city receives a
10 development plan that meets the vision and goals of the corridor, then the city should work with
a developer on rezoning and amending its ordinances to allow the development plan. Other
12 zoning applications would need to be applied for by the applicant so that residential development
would apply to this applicant’s property only.

14 Mr. Florence then presented the 700 N. Vision, 700 N. Goals, 700 N. District Map and the
Developer Concept Plan followed by some general discussion.

16 Chairperson Call asked for any public comment. Resident DeAnn Terry began with
asking about the Midtown Plaza in Orem and why it took so long to take off. She stated she loves
18 the concept of the commercial on bottom and residential above. Mr. Coutlee explained what
happened at the Midtown Plaza in Orem and why it took so long to complete. He did point out
20 that the occupancy rate there right now is 98%.

Commissioner Schauers commented he went with his family to University Place and how
22 busy it was. He stated it might be good for the commission and city council to go explore these
places to see what they are like and what they don’t want. This would help with the commercial
24 and housing ideas in the 700 N. area and to not be totally opposed to the idea.

Commissioner Call stated she doesn’t believe it has ever been said they wouldn’t allow
26 some residential in that area. Her opposition with the ordinance change is that it will remove the
city’s ability to regulate the residential numbers. She stated the zone change (both north and
28 south) on 700 N. could be residential.

Mr. Florence stated that the zone change as written could pose this situation. Mr. Coutlee
30 stated that wasn’t the intention of the applicant, and then asked how it could be written to allow
this potential vision. Mr. Florence stated they could look at different options and come up with a
32 different application to amend the change to the zone. Mr. Coutlee stated they would be
comfortable tabling this item and coming back with a clear view of what they want. Mr. Florence
34 directed the applicant to come up with a plan of what the developer wants to do and then bring it
back to the commission and council for review.

Commissioner Kallas voiced the difference between this situation and the University
36 Place development, stating when they went to University Place they had a vision, it wasn’t just to
change the zone before the vision was presented. He stated at this moment he is not comfortable
38 changing this ordinance.

40 After some general discussion, Chairperson Call called for any further public comments or
discussion. Hearing none she called for a motion to close the public hearing.

42
44 COMMISSIONER KALLAS MOVED TO CLOSE THE PUBLIC HEARING.
COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT VOTED IN
FAVOR. THE MOTION CARRIED.

2 Commissioner Kallas reiterated that he isn't comfortable changing ordinance the way it is
written. Mr. Coutlee asked what he can do to get this going. Mr. Florence stated that if Mr.
4 Coutlee works with the developer and gets things on paper, they can then bring it to the
commission for potential approval.

6 Chairperson Call called for any further comments or discussion from the Commission.
Hearing none she called for a motion.

8
10 COMMISSIONER KALLAS MOVED TO RECOMMEND TO DENIAL OF
ORDINANCE 2023-13-O AS PRESENTED. COMMISSIONER DANIELSON SECONDED
THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

12	COMMISSIONER CALL	AYE
	COMMISSIONER JOHNSON	AYE
14	COMMISSIONER SCHAUERS	AYE
	COMMISSIONER MARCHBANKS	AYE
16	COMMISSIONER KALLAS	AYE
	COMMISSIONER DANIELSON	AYE

14. Discussion Item — Mini Round-Abouts. The City Engineers will present information about mini round-abouts and how they may be used to help improve traffic flow and increase pedestrian safety in certain areas of the city. (20 minutes)

This item is for discussion purposes only with no motion needed.



See attached info from the City Engineers.

Here are a few links to videos of a mini-roundabout in use by passenger vehicles and school buses:

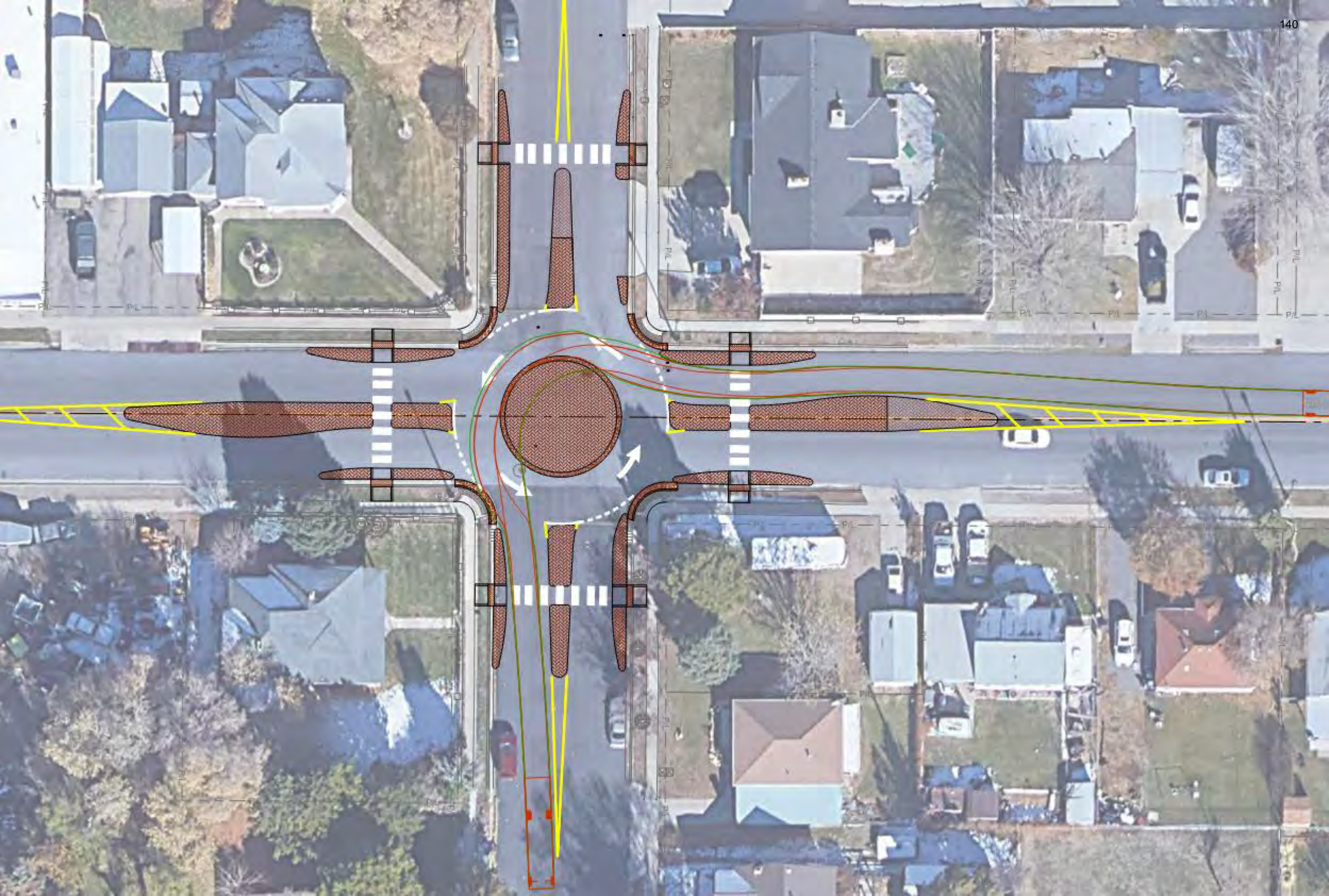
<https://youtu.be/ukYxkFQmZPA>

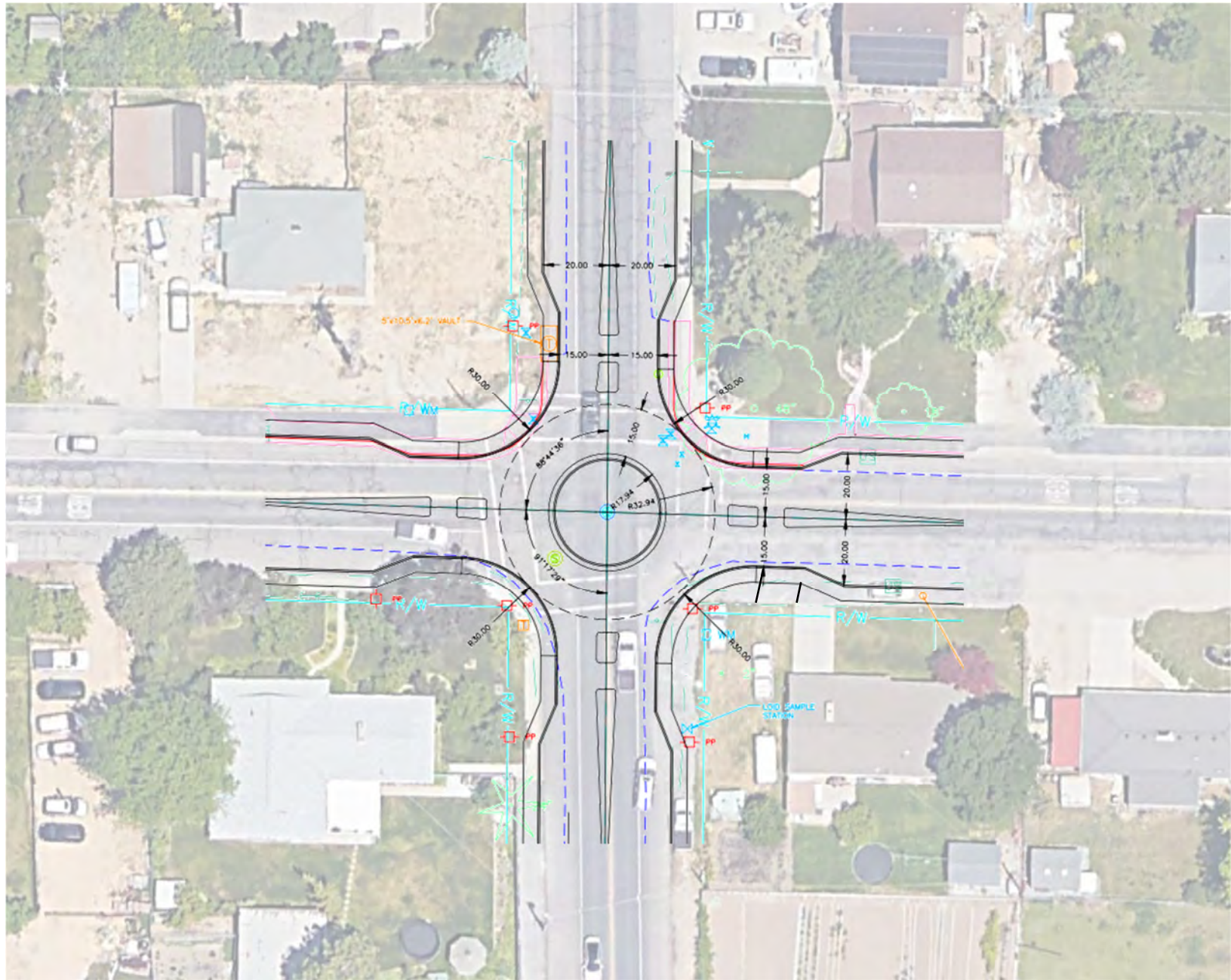
<https://www.youtube.com/watch?v=Nzd7Nclmpss>

<https://www.youtube.com/watch?v=oF6vaeU3bE8>

	Mini-Roundabout	Corner Extensions/Bulb-Outs
		
Traffic Flow	<ul style="list-style-type: none"> • Can allow for better traffic flow than a traditional 4-way stop • Eliminates the need for vehicles to stop at intersection if the roundabout is clear 	<ul style="list-style-type: none"> • May result in longer queues at busier intersections due to loss of turning lanes • Vehicles still required to stop at 4-way stop
Motorist Safety	<ul style="list-style-type: none"> • Can improve motorist safety at the intersection; has fewer potential vehicle/vehicle conflict points than a traditional intersection; left-hand turn crashes eliminated 	<ul style="list-style-type: none"> • Likely to have minimal effect on motorist mobility and safety
Pedestrian Safety	<ul style="list-style-type: none"> • Fewer vehicle/pedestrian conflict points than a traditional intersection • Center island provides a pedestrian refuge area 	<ul style="list-style-type: none"> • Shortens intersection crossing distance for a pedestrian; shorter distance reduces the potential for pedestrian-vehicle conflict and likely improves pedestrian safety • Allows pedestrians to stand closer to the vehicle travel way, giving them better visibility
Snow Plows	<ul style="list-style-type: none"> • Center island and splitter islands are mountable and better accommodate plowing 	<ul style="list-style-type: none"> • Bulb-outs are not mountable, making plowing more difficult
Landscaping	<ul style="list-style-type: none"> • Does not provide space for planted landscaping; hardscape only 	<ul style="list-style-type: none"> • Opportunities for planting and hardscape in the bulb-out areas
Vehicle Speed	<ul style="list-style-type: none"> • Speed reduction largely dependent on proper design of approach lanes to deflect each vehicle as it passes through the intersection • FHWA reports travel speeds approximately 40% lower within mini-roundabout than 350 away from intersection 	<ul style="list-style-type: none"> • Can slow traffic by funneling through narrow street opening than is provided in upstream cross-section; speeds likely to decrease slightly
School Bus mobility	<ul style="list-style-type: none"> • Left-turns could be more difficult, depending on design of center island; school bus may be required to drive over center island (either partially or completely) • Right-turns unlikely to be affected 	<ul style="list-style-type: none"> • Left-turns unlikely to be affected • Right-turns could be affected; bus may be required to cross over centerline to make turn
Accessibility of Adjacent Property	<ul style="list-style-type: none"> • Driveways that are very close to the intersection would have restricted access due to center islands at intersection approaches 	<ul style="list-style-type: none"> • Bulb-outs can be shortened to accommodate driveways that are close to an intersection
Drainage	<ul style="list-style-type: none"> • Drainage design would be essentially the same as a traditional intersection 	<ul style="list-style-type: none"> • Drainage design is more difficult; may require additional storm drain inlets







400 East Center Street
Mini Roundabout Concept



400 East Center Street
Mini Roundabout Concept

15. Public Hearing — FY2023-24 Fee Schedule updates, Resolution #2023-17-R. The Council will review and consider proposed amendments to the FY2023-24 fee schedule. *(5 minutes)*

Sample Motion: I move to *(approve, reject)* Resolution #2023-17-R, approving the Fee Schedule updates *(as presented or amended)*.

RESOLUTION NO. 2023-16-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE LINDON CITY FEE SCHEDULE FOR FISCAL YEAR 2023-2024 (FY2024) AND PROVIDING FOR 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 Fee Schedule for FY2024; and

WHEREAS, the on-going budget reports indicate several fee schedule items which need to be adjusted to more accurately reflect actual costs associated with current projects or need to be 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 a public hearing held on September 18, 2023 regarding the proposed amendments; and

WHEREAS, the Municipal Council desires to amend the FY2024 Lindon City Fee Schedule to reflect these needed amendments.

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

SECTION I. The FY2024 Lindon City Fee Schedule is hereby amended as shown on the attached documents identified as Exhibit A; and

SECTION II. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Lindon City Council on this the 18th day of September, 2023.

Carolyn O. Lundberg, Mayor

ATTEST:

Kathryn A. Moosman, City Recorder

SEAL:

PROPOSED FEE SCHEDULE CHANGES

September 18, 2023

ADDITIONS

RECREATION

Flag Football

\$40.00

CHANGES

MISCELLANEOUS

Property Tax Certified Tax Rate (CTR)

0.0853% ~~As Set by Utah County~~

POLICE

Private Traffic Control/Security (Officer & Car)

\$95.00 ~~\$90.00~~ per hour, minimum 2 hours

RECREATION

Basketball

- Grades Pre-K - 2nd
- Grades 3rd - 6th

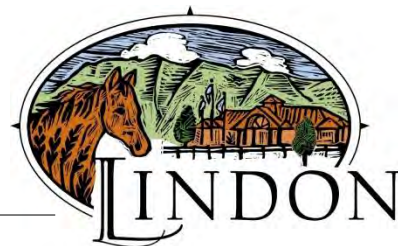
\$50.00 ~~\$40.00~~

\$55.00

16. Recess to Lindon City Redevelopment Agency Meeting (RDA)*(30 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, September 18, 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. The agenda will consist of the following:

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



Conducting: Carolyn Lundberg, Mayor

- 1. **Call to Order / Roll Call** *(Review times are estimates only)*
(5 minutes)
- 2. **Approval of RDA minutes from June 5, 2023** *(5 minutes)*
- 3. **Review & Action: RDA Resolution #2023-4-R;** intent to purchase real property on 700 North for economic development purposes. *(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. 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 three public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City (www.lindoncity.org) websites.

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

Date: September 13, 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

The Lindon City Redevelopment Agency held a meeting on **Monday, June 5, 2023** beginning at approximately 8:57 pm in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

Conducting: Carolyn O. Lundberg, Chairman

PRESENT

ABSENT

- Carolyn Lundberg, Chairman
- Van Broderick, Boardmember
- Jake Hoyt, Boardmember
- Randi Powell, Boardmember
- Mike Vanchiere, Boardmember
- Daril Magleby, Boardmember
- Adam Cowie, Executive Secretary
- Kathy Moosman, Recorder

COUNCILMEMBER HOYT MOVED TO RECESS THE MEETING OF THE LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY :REDEVELOPMENT AGENCY AT 7:48 P.M. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

1. Call to Order/Roll Call

- | | |
|-----------------------|-----|
| Chairman Lundberg | Aye |
| Boardmember Hoyt | Aye |
| Boardmember Powell | Aye |
| Boardmember Broderick | Aye |
| Boardmember Vanchiere | Aye |
| Boardmember Magleby | Aye |

2. Review of Minutes – The minutes of the RDA meeting of May 15, 2023 were reviewed.

BOARDMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE LINDON CITY RDA MEETING OF MAY 15, 2023 AS PRESENTED. BOARDMEMBER MAGLEBY SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- | | |
|-----------------------|-----|
| BOARDMEMBER HOYT | AYE |
| BOARDMEMBER BRODERICK | AYE |
| BOARDMEMBER MAGLEBY | AYE |
| BOARDMEMBER VANCHIERE | AYE |
| BOARDMEMBER POWELL | AYE |
- THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS –

- 1. Public Hearing — FY2024 Final Budget; Resolution #2023-3-RDA.** The RDA Board of Directors will receive public comment on the final Lindon City Redevelopment Agency (RDA) budget for Fiscal Year (FY) 2024. The tentative RDA budget for FY2024 was adopted

after holding a public hearing on March 20, 2023. A public hearing was held on May 15, 2023 where the proposed budget was adopted and issues were discussed in detail. The Board of Directors will act to approve the final budget for FY2024, amend the budget for FY2023, and approve an agreement for services between the RDA and Lindon City for administrative services. (10 minutes)

BOARDMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.

BOARDMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Finance Director Kristen Colson Aaron addressed the Board at this time. See referenced the Resolutions and RDA budget documents that includes amendments to the FY2023 RDA budget and FY2024 Final Budget. She then presented the RDA Final Budget to the board including the summary and details pages. She noted there are 5 districts in the RDA fund with only one collecting tax increment at this time.

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

BOARDMEMBER POWELL MOVED TO CLOSE THE PUBLIC HEARING.

BOARDMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Chairman Lundberg called for any further comments or discussion from the board. Hearing no further comments, she called for a motion.

BOARDMEMBER HOYT MOVED TO APPROVE RESOLUTION #2023-3-RDA AMENDING THE FY2023 RDA BUDGET AND ADOPTING THE FY2024 RDA FINAL BUDGET AS PRESENTED. BOARDMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- BOARDMEMBER HOYT AYE
- BOARDMEMBER VANCHIERE AYE
- BOARDMEMBER BRODERICK AYE
- BOARDMEMBER POWELL AYE
- BOARDMEMBER MAGLEBY AYE

THE MOTION CARRIED UNANIMOUSLY.

ADJOURN -

BOARDMEMBER POWELL MOVED TO ADJOURN THE MEETING OF THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY COUNCIL AT 7:50 P.M. BOARDMEMBER VANCHIERE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – September 18, 2023

Adam Cowie, Executive Secretary

Carolyn O. Lundberg, Chairman

(See RDA agenda)

Review & Action — RDA Resolution #2023-4-RDA; intent to purchase real property on 700 North for economic development purposes. *(30 minutes)*

See attached Resolution and documents that include information on the intent to purchase real property on 700 North for economic development purposes.

Financial purchase options with interest rates as of 9/13/2023 have been included in the staff report. Also included are the 700 North CDA Project Area Plan and the 2022 Annual RDA Report. These documents outline the purpose and intent of the 700 North CDA and the most recent financial status of the CDA. Purchase of property for economic development purposes is a possible use of CDA funds as contemplated in the Project Area Plan. Staff will review sections of information from these documents in the presentation of this item.

As the City Council/RDA Board is aware, the City entered into a development agreement with Ivory Homes in 2016 to reserve this commercial property for 5 years in hopes of seeing a commercial development occur on the land. No developer or tenant for the property ever materialized and the developer is permitted to move forward with residential uses on the property. The City approached Ivory Homes earlier this year to see if they would be willing to sell the property in order to preserve opportunity for a deeper commercial development. The city obtained an appraisal of the property and Ivory is amenable to the sale per the appraised value of \$12.91 per sq/ft.

If the Council/RDA Board determines that purchasing the property is in the 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 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.

In FY2022, about \$160k in tax increment revenue was generated within the CDA, which is not sufficient on its own to cover anticipated annual debt service costs for purchase of this property, nor is the entire 700 North CDA Project Area 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.

There have been prior discussions regarding the need to jointly work with the Anderson family as they own the parcel to the north of the subject property, which also has frontage on 700 North. City staff and the Anderson's have crafted the attached Memorandum of Understanding (MOU) 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 MOU. The Council/Board should note that the MOU is a non-binding agreement and does not transfer to any future owner of the Anderson's property.

While the city has received many inquiries and proposals over the years for developments along the 700 North corridor, future development of the property is speculative in nature as, at this time, there is no developer or business waiting in the wings to build on this property. It is the hope of the RDA and City that, by securing this commercial property, the increased depth from 700 North can be used to attract and/or incentivize a high quality development to the location and thus spur greater economic growth within the 700 North area.

A calendar of events has been attached to show the process of securing financing if the Council/RDA Board chooses to approve the intent to purchase the property. Approval of additional resolutions and actions will be required with final closing on the property anticipated in mid-November.

Sample Motion: I move to (approve, continue, deny) Resolution #2023-4-RDA approving the intent to purchase real property on 700 North for economic development purposes.

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

LINDON CITY REDEVELOPMENT AGENCY RESOLUTION 2023-4-RDA

A RESOLUTION OF THE LINDON CITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING INTENT TO PURCHASE APPROXIMATELY EIGHT ACRES OF COMMERCIAL PROPERTY WITHIN THE 700 NORTH COMMUNITY DEVELOPMENT AREA (CDA) FOR ECONOMIC DEVELOPMENT PURPOSES AND ENTERING INTO FUTURE AGREEMENT WITH LINDON CITY (THE CITY) TO ACT AS A FINANCIAL BACKSTOP OF SAID PURCHASE.

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

WHEREAS, in 2013 the Agency created the 700 North Community Development Project Area (the “Project Area”), through the adoption of the 700 North Community Development Project Area Plan (the “Project Area Plan”), located within the City, for the purpose of encouraging development activities through the payment of certain public infrastructure, land assembly, and other uses that directly benefit the Project Area and foster economic development with the Project Area; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to purchase approximately eight acres of real property within the Project Area for the purpose of land assembly and to encourage development activities in conformance with the Project Area Plan; and

WHEREAS, the Agency desires to enter into future agreements with the City to assist with financing of the property purchase through a pledge of City sales tax revenues; and

WHEREAS, the City is amenable to the purchase of property by the RDA and finds that such action will benefit the RDA and the City.

THEREFORE, BE IT RESOLVED BY THE LINDON CITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency hereby approves intent to purchase approximately eight acres of commercial land within the 700 North CDA for land assembly and economic development purposes.

Section 2. The Agency is hereby authorized to pursue and secure financing for the land purchase.

Section 3. The Agency is hereby authorized to enter into future agreements with the City for financial assistance purposes associated with the land purchase.

Section 4. The Chair of the Agency is authorized to execute necessary Agreements on behalf of the Agency to facilitate purposes listed above, subject to approval of future resolutions or RDA / Lindon City Council actions as required by law.

Section 5. This Resolution shall be effective as of the date of adoption.

PASSED and ADOPTED by the Board of the Lindon City Redevelopment Agency this 18th day of September, 2023.

Carolyn O. Lundberg, RDA Chair

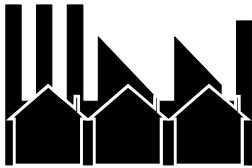
ATTEST:

Adam M. Cowie, Executive Secretary

{Seal}

BOARD MEMBERS VOTING "AYE"

BOARD MEMBERS VOTING "NAY"



GURNEY & ASSOCIATES

REAL ESTATE APPRAISERS

Todd Gurney, MAI
Tyler Gurney

April 20, 2023

Lindon City
Attn: Adam Cowie
100 North State Street
Lindon, Utah 84042

**RE: 8.71 Acres Zoned LVC
Appx. 650 N. Anderson Boulevard
Lindon, Utah 84042
Ivory Land Corporation**

Dear Adam:

At your request, I have performed an appraisal analysis of the above-referenced property. The subject is zoned LVC Lindon Village Commercial. The subject is a portion of parcels 14-063-0119 and 14-063-0116 on Utah County records. No legal description was provided, but the subject is identified in the Aerial View and other exhibits of this report. Adequate water shares for development are assumed to be included.

The appraisal purpose is to provide an estimate of current as-is market value. The property rights appraised are fee simple. Based on the results of my analysis, I estimate the current as-is market value of the subject property, as of the effective appraisal date (April 10, 2023), to be \$12.91 *per sq. ft.*, or the following rounded total:

\$4,900,000

**** FOUR MILLION NINE HUNDRED THOUSAND DOLLARS ****

This value is contingent upon the Extraordinary Assumptions on pages 9-10 of this report.

Based on my research and analysis, I have concluded that the estimated exposure time to achieve the value estimated herein is approximately six months. The probable marketing time is up to six months as well.

Please find attached the documentation and supportive exhibits that comprise the appraisal report. The appraisal report was prepared in accordance with the Code of Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. This is an *Appraisal Report*.

Please advise if I can be of any further assistance.

Respectfully submitted,

TODD GURNEY, MAI

Utah State Certified General Appraiser
Certificate 5487768-CG00 Expires 7-31-24

File 28623

Attachments:

Narrative Summary Report	4
Location Map	31
Lindon Zone Map	32
Aerial View	33
Parcel Map	34
Concept Site Plan	35
Current Subject Photos	36
Flood Zone Map	43
Appraisal Engagement	44
Appraiser License	46
Appraiser Qualifications	47



\$4,971,000¹

REDEVELOPMENT AGENCY OF LINDON CITY, UTAH
TAX INCREMENT AND SALES TAX REVENUE BONDS, SERIES 2023
(700 North Property Acquisition Project)



CALENDAR OF EVENTS
 (September 13, 2023)

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

City Council /RDA Meetings
Holiday
Closing

DATE	EVENT	RESPONSIBLE PARTY	STATUS
Sep. 18 (Mon.)	City Council Meeting to review and discuss financing options and consider direction to move forward	City, LRB	
Sep. 20 (Wed.)	LRB to furnish parameters to Bond Counsel ☞ Maximum Par Amount of Bonds ☞ Maximum Maturity Date and Coupon Rate ☞ Maximum Discount Bond Counsel to begin drafting SUPER PARAMETERS RESOLUTION and related bond documents	LRB, BC	
Sep. 27 (Wed.)	Initial <i>draft</i> Bond Documents distributed to Financing Team and the City for inclusion in the City Council packets. ☞ Parameters Resolution (Super – Designated Officers) ☞ Bond Purchase Agreement ☞ General and Supplemental Indenture (if needed) ☞ Other Related Bond Documents	BC	

¹ Preliminary, subject to change.



DATE	EVENT	RESPONSIBLE PARTY	STATUS
Sep. 28 (Thu.)	Distribute <i>draft Financing Term Sheet</i> to City for review	LRB	
Oct. 2 (Mon.)	City Council Meeting to consider adoption of the AUTHORIZING (PARAMETERS) RESOLUTION , appointment of a pricing committee (Designated Officers), setting a date and time for a Public Hearing on the issuance of the Bonds, and adopting the Bond Purchase Agreement (in substantially final form)	CITY, LRB, BC,	
Oct. 3 (Tue.)	Electronic publication of " NOTICE OF BONDS TO BE ISSUED AND NOTICE OF PUBLIC HEARING " on Utah Public Notice Website, Lindon City website, and posted in accordance with statute (begin 30-day public contestability period)	BC	
Oct. 6 (Fri.)	LRB to distribute <i>Financing Term Sheet</i> to prospective bond purchasers to solicit bids for the Series 2023 Bonds	LRB	
Oct. 20 (Fri.)	Bond purchase bids due by 2:00 p.m.	LRB	
Oct. 25 (Wed.)	Present Bond purchase bid analysis to City; inform winning bidder of selection; and inform Bond Counsel of Bond Purchaser selection	CITY, LRB	
Nov. 2 (Thu.)	Completion of 30-day Contest Period on the Bonds	-	
Nov. 6 (Mon.)	City Council meeting to hold Public Hearing on the issuance of Bonds	CITY, LRB	
Nov. 7 (Tue.)	Distribute <i>draft Closing Memorandum</i>	LRB	
Nov. 9 (Thu.)	Distribute Final Closing Documents	BC	
Nov. 10 (Fri.)	Distribute Final Closing Memorandum	LRB	
Nov. 13 (Mon.)	Pre-Closing & Signing of Bond and Closing Documents (Specific date and time to be confirmed by the City)	CITY, BC, LRB	
Nov. 14 (Tue.)	Closing and delivery of the Series 2023 Bonds [9:00 a.m.]	ALL PARTIES	

LEGEND

BC:	BOND & DISCLOSURE COUNSEL – [TBD]
CITY:	CITY STAFF AND OFFICIALS
LRB:	MUNICIPAL ADVISOR – LRB PUBLIC FINANCE ADVISORS (JASON BURNINGHAM)
P:	BOND PURCHASER [TBD]
PC:	PURCHASER'S COUNSEL [TBD – IF REQUIRED]
T:	TRUSTEE – [TBD]

DISTRIBUTION LIST

REDEVELOPMENT AGENCY OF LINDON CITY

100 North State Street
Lindon, Utah 84042
Telephone: 801.785.5043

Carolyn Lundberg, Mayor
E-mail: clundberg@lindoncity.org

Adam Cowie, City Administrator
Email: acowie@lindoncity.org

Kristen Colson Aaron, Finance Director
Email: kcolson@lindoncity.org

Rebekah Gibbons, City Treasurer
Email: rgibbons@lindoncity.org

Kathy Moosman, City Recorder
Email: kmoosman@lindoncity.org

MUNICIPAL ADVISOR

LRB PUBLIC FINANCE ADVISORS
41 N. Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone: 801.596.0700

Jason Burningham, Principal
E-mail: jason@lrbbfinance.com

Marc Edminster, Vice President
E-mail: marc@lrbbfinance.com

BOND & DISCLOSURE COUNSEL

[TBD]

BOND PURCHASER

[TBD]

BOND PURCHASER'S COUNSEL

[TBD if required]

TRUSTEE AND PAYING AGENT

[TBD]

**MEMORANDUM OF UNDERSTANDING
BETWEEN LINDON CITY AND BOYD ANDERSON AND SONS COMPANY INC**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ____ day of _____, 2023, between **LINDON CITY**, a Utah municipal corporation and **BOYD ANDERSON AND SONS COMPANY INC**, a Utah Corporation.

RECITALS

WHEREAS, Boyd Anderson and Sons Company Inc is the owner of certain real property located at approximately 700 North and Anderson Boulevard, in Lindon City, which is identified in Exhibit A, and which is actively being marketed for development; and

WHEREAS, when Ivory Land Corporation purchased its property from Boyd Anderson and Sons Company Inc, it agreed to reserve approximately eight acres, identified in Exhibit B, for a period of 5 years to hold for the purpose of commercial development, but for various reasons the property was never developed for a commercial use; and

WHEREAS, the reservation period has now expired and Ivory Land Corporation is not interested in marketing the parcel for commercial development, but may be willing to sell the parcel to Lindon City and the City is considering purchasing said property; and

WHEREAS, Lindon City expressly recognizes and acknowledges the rights and authority of Boyd Anderson and Sons Company Inc, as the sole owner of the north parcel identified in Exhibit A, to sell, hold, or develop this property as it, in its sole discretion, deems to be in its best interest, but hopes to work together to market a larger parcel that may be suitable to a wider range of commercial uses and development than may be suitable for two separate parcels; and

WHEREAS, the parties hope and believe that developing the identified property as one coordinated development area, may benefit both parties by providing a larger, deeper parcel of property which may attract larger commercial tenants and provide better development opportunities for both parcels.

THEREFORE, THE PARTIES JOINTLY AGREE AS FOLLOWS:

1. If Lindon City purchases the approximately eight acres of property from Ivory Land Corporation, that Lindon City and Boyd Anderson and Sons Company Inc. agree to work collaboratively and in good faith to develop the properties in a coordinated manner as one development area and/or to work together to market and develop the properties to benefit of both

parties and to make both properties more marketable. This agreement to work together includes a duty to consult and coordinate regarding marketing/development planning, but each party shall be responsible for the costs, expenses and obligations they incur for their own marketing/development services and nothing herein shall be interpreted to obligate either party to share in the costs and expenses of the other party without their express written consent.

2. Should the good faith efforts of the parties fail to result in a coordinated development, the parties expressly agree and recognize that each party shall retain full authority and control of their respective properties, including the right to market, sell and develop their real property as they, in their sole discretion, may deem to be in their best interests. The parties agree this Memorandum of Understanding is an expression of a hope and desire to work together to market a larger development area, but does not, in and of itself, create a joint venture, partnership, or development agreement, without the execution of a separate express written agreement to that affect.

3. The parties will, in good faith, collaboratively coordinate development designs and layouts to include uses, building placement, parking, vehicular and pedestrian access, and open space.

4. The parties also agree and acknowledge that this MOU does not constitute a land use application as defined under Utah Code §10-9a-507 and does not give rise to any vested development rights in any anticipated development and that such rights will only vest pursuant to State law. The parties further acknowledge that Utah State law prohibits the Lindon City Council from contractual obligating itself to enact or pass any specific legislation or ordinance in the future and nothing in this Memorandum of Understanding shall be interpreted or understood as requiring Lindon City to enact any ordinance or statute as part of this agreement.

5. The Agreement may be terminated by either party upon 10 days written notice. In the event that this Agreement is terminated each party shall retain their respective property rights unencumbered by any obligation to the other party, unless otherwise contained in and controlled by a separate written agreement executed by the parties after the date of this memorandum.

IN WITNESS WHEREOF, Lindon City and Boyd Anderson and Sons Company Inc have executed this Memorandum of Understanding on the dates set forth below.

BOYD ANDERSON AND SONS COMPANY INC.

LINDON CITY

Ron Anderson
President

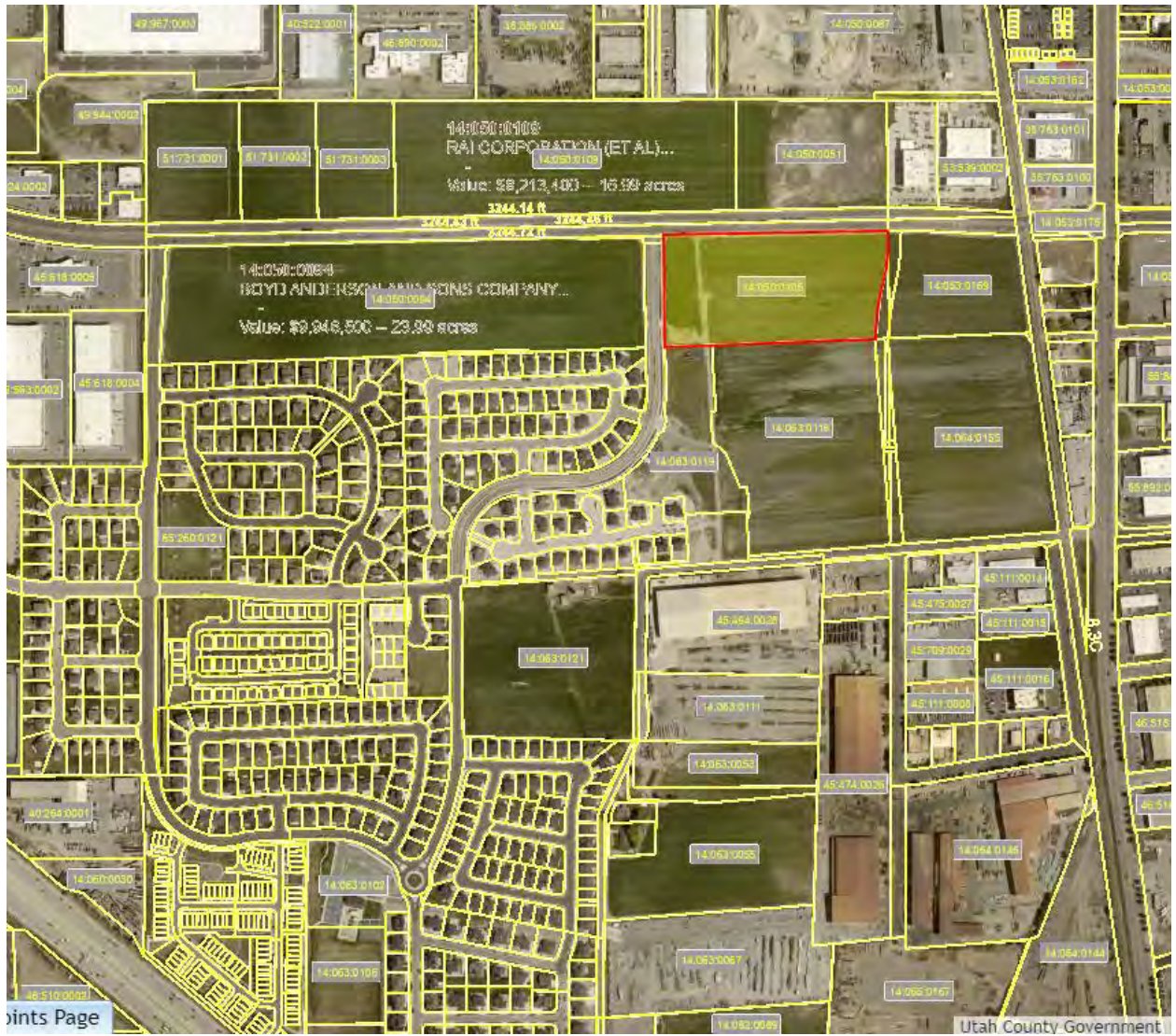
Carolyn Lundberg
Lindon City Mayor

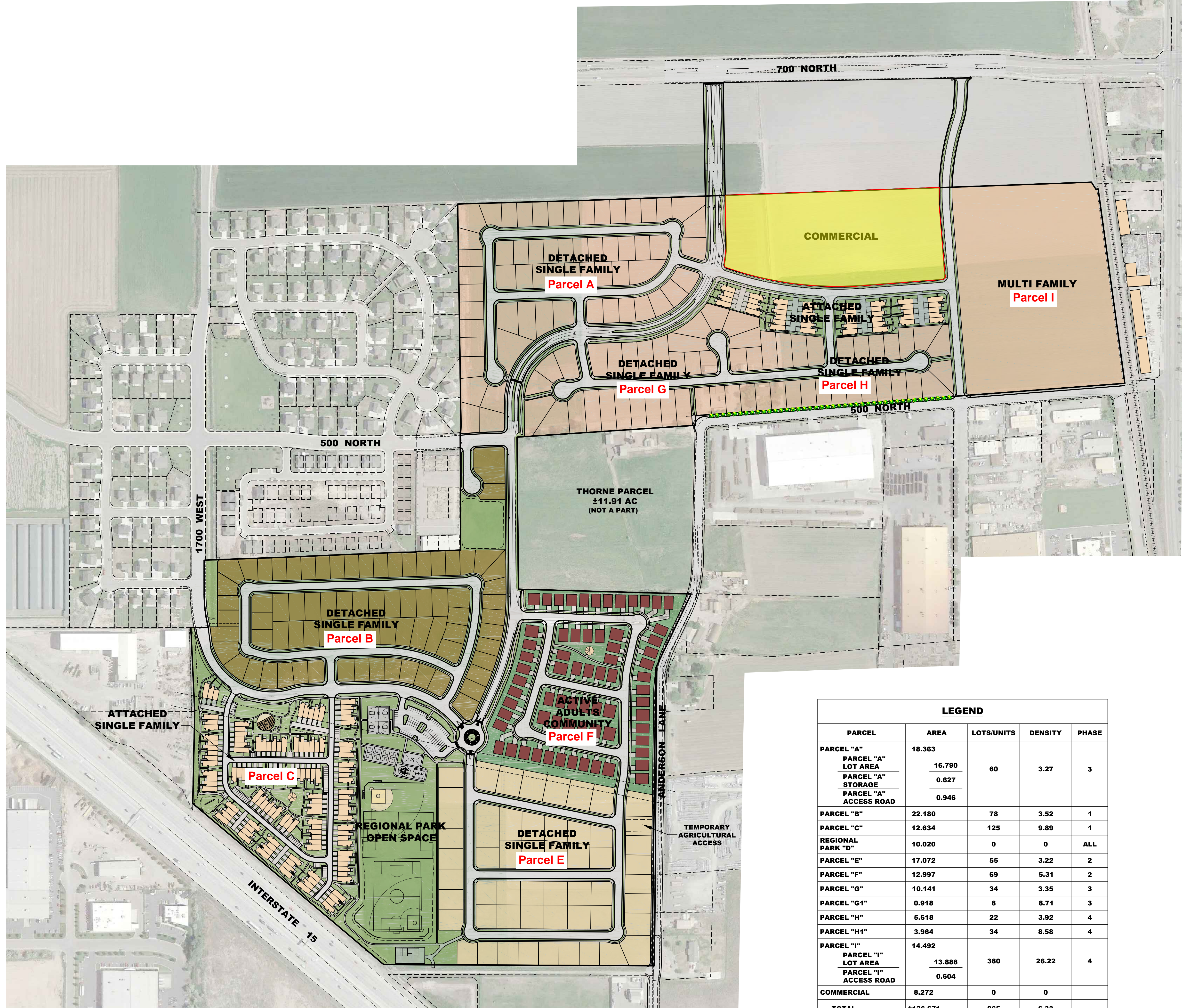
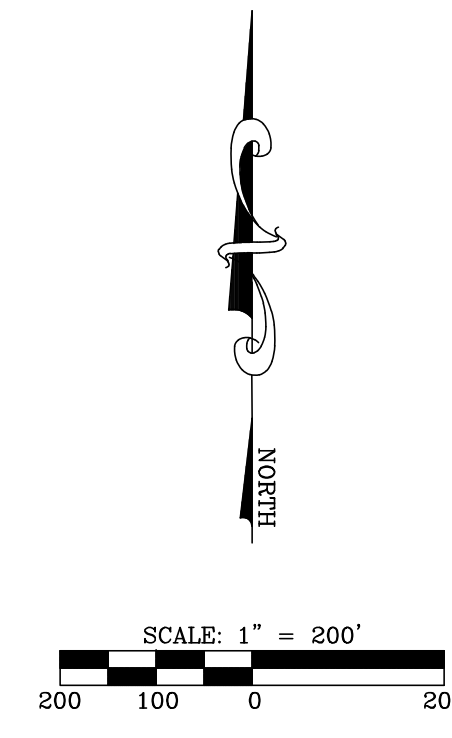
Mayor's Signature Attested:

Kathryn Moosman
Lindon City Recorder

DRAFT

Exhibit A





LEGEND				
PARCEL	AREA	LOTS/UNITS	DENSITY	PHASE
PARCEL "A"	18.363			
PARCEL "A" LOT AREA	16.790	60	3.27	3
PARCEL "A" STORAGE	0.627			
PARCEL "A" ACCESS ROAD	0.946			
PARCEL "B"	22.180	78	3.52	1
PARCEL "C"	12.634	125	9.89	1
REGIONAL PARK "D"	10.020	0	0	ALL
PARCEL "E"	17.072	55	3.22	2
PARCEL "F"	12.997	69	5.31	2
PARCEL "G"	10.141	34	3.35	3
PARCEL "G1"	0.918	8	8.71	3
PARCEL "H"	5.618	22	3.92	4
PARCEL "H1"	3.964	34	8.58	4
PARCEL "I"	14.492			
PARCEL "I" LOT AREA	13.888	380	26.22	4
PARCEL "I" ACCESS ROAD	0.604			
COMMERCIAL	8.272	0	0	
TOTAL	±136.671	865	6.33	



3340 NORTH CENTER STREET
LEHI, UT. 84043
(801) 407-6800

ANDERSON FARMS
LONDON, UTAH
EXHIBIT B - PROPERTY CONCEPT PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2013-1845
DRAWN BY: BLS
CHECKED BY: GDM
SCALE: 1" = 200'
DATE: 5/2/2016
EXHIBIT

U:\LAND DESKTOP PROJECTS\13-1845 ANDERSON FARMS\DWG\EXHIBITS\13-1845 EXHIBIT B-FOR DEV AGREE.DWG 4/22/2016 12:49 PM

Redevelopment Agency of Lindon City, Utah

Summary and Comparison of Bond Structuring Options

	700 North Land Acquisition Project		
	Excise Tax & Sales Tax Revenue Bonds		
	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Bond Type			
Bond Term			
Par Amount of Bonds	\$ 4,971,000	\$ 4,971,000	\$ 4,971,000
Project Construction Funds	4,900,616	4,900,616	4,900,616
Original Issue Premium	-	-	-
Total Available Funds	4,971,000	4,971,000	4,971,000
Cost of Issuing Bonds	70,384	70,384	70,384
Total Debt Service	6,206,943	6,899,300	7,649,850
Avg. Annual Debt Service	\$ 610,131	\$ 452,663	\$ 376,900
Final Maturity Date	Nov. 1, 2033	Nov. 1, 2038	Nov. 1, 2043
True Interest Cost (TIC%)	4.250%	4.400%	4.500%
All Inclusive Cost (AIC%)	4.536%	4.605%	4.663%





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\$4,971,000

Redevelopment Agency of Lindon City, Utah
Tax Increment and Sales Tax Revenue Bonds, Series 2023
(700 N. Project: 10 Year Amortization, Dir. Purch.)



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\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 10 Year Amortization, Dir. Purch.)

Sources & Uses

Dated 11/01/2023 | Delivered 11/01/2023

Sources Of Funds

Par Amount of Bonds	\$4,971,000.00
Total Sources	\$4,971,000.00

Uses Of Funds

Costs of Issuance	70,384.00
Deposit to Project Construction Fund	4,900,616.00
Total Uses	\$4,971,000.00





\$4,971,000

Redevelopment Agency of Lindon City, Utah

Tax Increment and Sales Tax Revenue Bonds, Series 2023

(700 N. Project: 10 Year Amortization, Dir. Purch.)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2023	-	-	-	-	-
05/01/2024	-	-	105,633.75	105,633.75	105,633.75
11/01/2024	407,000.00	4.250%	105,633.75	512,633.75	-
05/01/2025	-	-	96,985.00	96,985.00	609,618.75
11/01/2025	425,000.00	4.250%	96,985.00	521,985.00	-
05/01/2026	-	-	87,953.75	87,953.75	609,938.75
11/01/2026	444,000.00	4.250%	87,953.75	531,953.75	-
05/01/2027	-	-	78,518.75	78,518.75	610,472.50
11/01/2027	463,000.00	4.250%	78,518.75	541,518.75	-
05/01/2028	-	-	68,680.00	68,680.00	610,198.75
11/01/2028	483,000.00	4.250%	68,680.00	551,680.00	-
05/01/2029	-	-	58,416.25	58,416.25	610,096.25
11/01/2029	504,000.00	4.250%	58,416.25	562,416.25	-
05/01/2030	-	-	47,706.25	47,706.25	610,122.50
11/01/2030	526,000.00	4.250%	47,706.25	573,706.25	-
05/01/2031	-	-	36,528.75	36,528.75	610,235.00
11/01/2031	549,000.00	4.250%	36,528.75	585,528.75	-
05/01/2032	-	-	24,862.50	24,862.50	610,391.25
11/01/2032	573,000.00	4.250%	24,862.50	597,862.50	-
05/01/2033	-	-	12,686.25	12,686.25	610,548.75
11/01/2033	597,000.00	4.250%	12,686.25	609,686.25	-
05/01/2034	-	-	-	-	609,686.25
Total	\$4,971,000.00	-	\$1,235,942.50	\$6,206,942.50	-

Yield Statistics

Bond Year Dollars	\$29,081.00
Average Life	5.850 Years
Average Coupon	4.2500000%
DV01	4,026.51
Net Interest Cost (NIC)	4.2500000%
True Interest Cost (TIC)	4.2500000%
Bond Yield for Arbitrage Purposes	4.2500000%
All Inclusive Cost (AIC)	4.5361897%

IRS Form 8038

Net Interest Cost	4.2500000%
Weighted Average Maturity	5.850 Years





\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 10 Year Amortization, Dir. Purch.)



Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/01/2033	Term 1 Coupon	4.250%	4.250%	4,971,000.00	100.000%	4,971,000.00
Total	-	-	-	\$4,971,000.00	-	\$4,971,000.00

Bid Information

Par Amount of Bonds	\$4,971,000.00
Gross Production	\$4,971,000.00
Bid (100.000%)	4,971,000.00
Total Purchase Price	\$4,971,000.00
Bond Year Dollars	\$29,081.00
Average Life	5.850 Years
Average Coupon	4.2500000%
Net Interest Cost (NIC)	4.2500000%
True Interest Cost (TIC)	4.2500000%



Redevelopment Agency of Lindon City

Debt Service Coverage Calculation

(Assuming 10-Yr. Debt Schedule)



	Fiscal Year	Sales Tax Revenue	Sales Tax Growth Rate	Series 2015	Series 2023 (10 Yr.)	Total Debt Service	Coverage
HISTORIC	2013	2,989,353	-	-	-	-	-
	2014	3,193,638	6.83%	-	-	-	-
	2015	3,467,260	8.57%	-	-	-	-
	2016	3,611,839	4.17%	309,248	-	309,248	11.68
	2017	3,904,527	8.10%	307,050	-	307,050	12.72
	2018	4,242,568	8.66%	306,250	-	306,250	13.85
	2019	4,358,567	2.73%	305,450	-	305,450	14.27
	2020	4,677,632	7.32%	636,300	-	636,300	7.35
	2021	5,887,791	25.87%	636,775	-	636,775	9.25
	2022	6,912,012	17.40%	635,075	-	635,075	10.88
PROJECTED	2023	6,912,012	0.00%	633,075	-	633,075	10.92
	2024	6,912,012	0.00%	635,700	105,634	741,334	9.32
	2025	6,912,012	0.00%	635,700	609,619	1,245,319	5.55
	2026	6,912,012	0.00%	637,900	609,939	1,247,839	5.54
	2027	6,912,012	0.00%	634,400	610,473	1,244,873	5.55
	2028	6,912,012	0.00%	630,300	610,199	1,240,499	5.57
	2029	6,912,012	0.00%	635,400	610,096	1,245,496	5.55
	2030	6,912,012	0.00%	634,600	610,123	1,244,723	5.55
	2031	6,912,012	0.00%	633,000	640,235	1,273,235	5.43
	2032	6,912,012	0.00%	635,500	610,391	1,245,891	5.55
	2033	6,912,012	0.00%	637,000	610,549	1,247,549	5.54
	2034	6,912,012	0.00%	637,500	609,686	1,247,186	5.54

Sales Tax Growth Rate Assumption	0.00%
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\$4,971,000

Redevelopment Agency of Lindon City, Utah
Tax Increment and Sales Tax Revenue Bonds, Series 2023
(700 N. Project: 15 Year Amortization, Dir. Purch.)

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\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 15 Year Amortization, Dir. Purch.)

Sources & Uses

Dated 11/01/2023 | Delivered 11/01/2023

Sources Of Funds

Par Amount of Bonds	\$4,971,000.00
Total Sources	\$4,971,000.00

Uses Of Funds

Costs of Issuance	70,384.00
Deposit to Project Construction Fund	4,900,616.00
Total Uses	\$4,971,000.00





\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 15 Year Amortization, Dir. Purch.)



Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2023	-	-	-	-	-
05/01/2024	-	-	109,362.00	109,362.00	109,362.00
11/01/2024	239,000.00	4.400%	109,362.00	348,362.00	-
05/01/2025	-	-	104,104.00	104,104.00	452,466.00
11/01/2025	250,000.00	4.400%	104,104.00	354,104.00	-
05/01/2026	-	-	98,604.00	98,604.00	452,708.00
11/01/2026	261,000.00	4.400%	98,604.00	359,604.00	-
05/01/2027	-	-	92,862.00	92,862.00	452,466.00
11/01/2027	273,000.00	4.400%	92,862.00	365,862.00	-
05/01/2028	-	-	86,856.00	86,856.00	452,718.00
11/01/2028	285,000.00	4.400%	86,856.00	371,856.00	-
05/01/2029	-	-	80,586.00	80,586.00	452,442.00
11/01/2029	298,000.00	4.400%	80,586.00	378,586.00	-
05/01/2030	-	-	74,030.00	74,030.00	452,616.00
11/01/2030	312,000.00	4.400%	74,030.00	386,030.00	-
05/01/2031	-	-	67,166.00	67,166.00	453,196.00
11/01/2031	326,000.00	4.400%	67,166.00	393,166.00	-
05/01/2032	-	-	59,994.00	59,994.00	453,160.00
11/01/2032	340,000.00	4.400%	59,994.00	399,994.00	-
05/01/2033	-	-	52,514.00	52,514.00	452,508.00
11/01/2033	355,000.00	4.400%	52,514.00	407,514.00	-
05/01/2034	-	-	44,704.00	44,704.00	452,218.00
11/01/2034	371,000.00	4.400%	44,704.00	415,704.00	-
05/01/2035	-	-	36,542.00	36,542.00	452,246.00
11/01/2035	388,000.00	4.400%	36,542.00	424,542.00	-
05/01/2036	-	-	28,006.00	28,006.00	452,548.00
11/01/2036	406,000.00	4.400%	28,006.00	434,006.00	-
05/01/2037	-	-	19,074.00	19,074.00	453,080.00
11/01/2037	424,000.00	4.400%	19,074.00	443,074.00	-
05/01/2038	-	-	9,746.00	9,746.00	452,820.00
11/01/2038	443,000.00	4.400%	9,746.00	452,746.00	-
05/01/2039	-	-	-	-	452,746.00
Total	\$4,971,000.00	-	\$1,928,300.00	\$6,899,300.00	-

Yield Statistics

Bond Year Dollars	\$43,825.00
Average Life	8.816 Years
Average Coupon	4.4000000%
DV01	5,418.39
Net Interest Cost (NIC)	4.4000000%
True Interest Cost (TIC)	4.4000000%
Bond Yield for Arbitrage Purposes	4.4000000%
All Inclusive Cost (AIC)	4.6052539%

IRS Form 8038

Net Interest Cost	4.4000000%
Weighted Average Maturity	8.816 Years

2023 Tax Incr. & Sales Ta | SINGLE PURPOSE | 9/13/2023 | 11:08 AM





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\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 15 Year Amortization, Dir. Purch.)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/01/2038	Term 1 Coupon	4.400%	4.400%	4,971,000.00	100.000%	4,971,000.00
Total	-	-	-	\$4,971,000.00	-	\$4,971,000.00

Bid Information

Par Amount of Bonds	\$4,971,000.00
Gross Production	\$4,971,000.00
Bid (100.000%)	4,971,000.00
Total Purchase Price	\$4,971,000.00
Bond Year Dollars	\$43,825.00
Average Life	8.816 Years
Average Coupon	4.4000000%
Net Interest Cost (NIC)	4.4000000%
True Interest Cost (TIC)	4.4000000%



Redevelopment Agency of Lindon City

Debt Service Coverage Calculation

(Assuming 15-Yr. Debt Schedule)



	Fiscal Year	Sales Tax Revenue	Sales Tax Growth Rate	Series 2015	Series 2023 (15 Yr.)	Total Debt Service	Coverage
HISTORIC	2013	2,989,353	-	-	-	-	-
	2014	3,193,638	6.83%	-	-	-	-
	2015	3,467,260	8.57%	-	-	-	-
	2016	3,611,839	4.17%	309,248	-	309,248	11.68
	2017	3,904,527	8.10%	307,050	-	307,050	12.72
	2018	4,242,568	8.66%	306,250	-	306,250	13.85
	2019	4,358,567	2.73%	305,450	-	305,450	14.27
	2020	4,677,632	7.32%	636,300	-	636,300	7.35
	2021	5,887,791	25.87%	636,775	-	636,775	9.25
	2022	6,912,012	17.40%	635,075	-	635,075	10.88
PROJECTED	2023	6,912,012	0.00%	633,075	-	633,075	10.92
	2024	6,912,012	0.00%	635,700	109,362	745,062	9.28
	2025	6,912,012	0.00%	635,700	452,466	1,088,166	6.35
	2026	6,912,012	0.00%	637,900	452,708	1,090,608	6.34
	2027	6,912,012	0.00%	634,400	452,466	1,086,866	6.36
	2028	6,912,012	0.00%	630,300	452,718	1,083,018	6.38
	2029	6,912,012	0.00%	635,400	452,442	1,087,842	6.35
	2030	6,912,012	0.00%	634,600	452,616	1,087,216	6.36
	2031	6,912,012	0.00%	633,000	453,196	1,086,196	6.36
	2032	6,912,012	0.00%	635,500	453,160	1,088,660	6.35
	2033	6,912,012	0.00%	637,000	452,508	1,089,508	6.34
	2034	6,912,012	0.00%	637,500	452,218	1,089,718	6.34

Sales Tax Growth Rate Assumption	0.00%
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\$4,971,000

Redevelopment Agency of Lindon City, Utah
Tax Increment and Sales Tax Revenue Bonds, Series 2023
(700 N. Project: 20 Year Amortization, Dir. Purch.)



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\$4,971,000

Redevelopment Agency of Lindon City, Utah
Tax Increment and Sales Tax Revenue Bonds, Series 2023
(700 N. Project: 20 Year Amortization, Dir. Purch.)



Sources & Uses

Dated 11/01/2023 | Delivered 11/01/2023

Sources Of Funds

Par Amount of Bonds	\$4,971,000.00
Total Sources	\$4,971,000.00

Uses Of Funds

Costs of Issuance	70,384.00
Deposit to Project Construction Fund	4,900,616.00
Total Uses	\$4,971,000.00



\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 20 Year Amortization, Dir. Purch.)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2023	-	-	-	-	-
05/01/2024	-	-	111,847.50	111,847.50	111,847.50
11/01/2024	157,000.00	4.500%	111,847.50	268,847.50	-
05/01/2025	-	-	108,315.00	108,315.00	377,162.50
11/01/2025	164,000.00	4.500%	108,315.00	272,315.00	-
05/01/2026	-	-	104,625.00	104,625.00	376,940.00
11/01/2026	172,000.00	4.500%	104,625.00	276,625.00	-
05/01/2027	-	-	100,755.00	100,755.00	377,380.00
11/01/2027	179,000.00	4.500%	100,755.00	279,755.00	-
05/01/2028	-	-	96,727.50	96,727.50	376,482.50
11/01/2028	188,000.00	4.500%	96,727.50	284,727.50	-
05/01/2029	-	-	92,497.50	92,497.50	377,225.00
11/01/2029	196,000.00	4.500%	92,497.50	288,497.50	-
05/01/2030	-	-	88,087.50	88,087.50	376,585.00
11/01/2030	205,000.00	4.500%	88,087.50	293,087.50	-
05/01/2031	-	-	83,475.00	83,475.00	376,562.50
11/01/2031	215,000.00	4.500%	83,475.00	298,475.00	-
05/01/2032	-	-	78,637.50	78,637.50	377,112.50
11/01/2032	225,000.00	4.500%	78,637.50	303,637.50	-
05/01/2033	-	-	73,575.00	73,575.00	377,212.50
11/01/2033	235,000.00	4.500%	73,575.00	308,575.00	-
05/01/2034	-	-	68,287.50	68,287.50	376,862.50
11/01/2034	246,000.00	4.500%	68,287.50	314,287.50	-
05/01/2035	-	-	62,752.50	62,752.50	377,040.00
11/01/2035	257,000.00	4.500%	62,752.50	319,752.50	-
05/01/2036	-	-	56,970.00	56,970.00	376,722.50
11/01/2036	269,000.00	4.500%	56,970.00	325,970.00	-
05/01/2037	-	-	50,917.50	50,917.50	376,887.50
11/01/2037	281,000.00	4.500%	50,917.50	331,917.50	-
05/01/2038	-	-	44,595.00	44,595.00	376,512.50
11/01/2038	294,000.00	4.500%	44,595.00	338,595.00	-
05/01/2039	-	-	37,980.00	37,980.00	376,575.00
11/01/2039	308,000.00	4.500%	37,980.00	345,980.00	-
05/01/2040	-	-	31,050.00	31,050.00	377,030.00
11/01/2040	322,000.00	4.500%	31,050.00	353,050.00	-
05/01/2041	-	-	23,805.00	23,805.00	376,855.00
11/01/2041	337,000.00	4.500%	23,805.00	360,805.00	-
05/01/2042	-	-	16,222.50	16,222.50	377,027.50
11/01/2042	352,000.00	4.500%	16,222.50	368,222.50	-
05/01/2043	-	-	8,302.50	8,302.50	376,525.00
11/01/2043	369,000.00	4.500%	8,302.50	377,302.50	-
05/01/2044	-	-	-	-	377,302.50
Total	\$4,971,000.00	-	\$2,678,850.00	\$7,649,850.00	-

Yield Statistics

Bond Year Dollars	\$59,530.00
Average Life	11.975 Years
Average Coupon	4.5000000%
DV01	6,512.01
Net Interest Cost (NIC)	4.5000000%
True Interest Cost (TIC)	4.5000000%
Bond Yield for Arbitrage Purposes	4.5000000%
All Inclusive Cost (AIC)	4.6634652%

IRS Form 8038

Net Interest Cost	4.5000000%
Weighted Average Maturity	11.975 Years





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\$4,971,000

Redevelopment Agency of Lindon City, Utah
 Tax Increment and Sales Tax Revenue Bonds, Series 2023
 (700 N. Project: 20 Year Amortization, Dir. Purch.)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/01/2043	Term 1 Coupon	4.500%	4.500%	4,971,000.00	100.000%	4,971,000.00
Total	-	-	-	\$4,971,000.00	-	\$4,971,000.00

Bid Information

Par Amount of Bonds	\$4,971,000.00
Gross Production	\$4,971,000.00
Bid (100.000%)	4,971,000.00
Total Purchase Price	\$4,971,000.00
Bond Year Dollars	\$59,530.00
Average Life	11.975 Years
Average Coupon	4.5000000%
Net Interest Cost (NIC)	4.5000000%
True Interest Cost (TIC)	4.5000000%



Redevelopment Agency of Lindon City

Debt Service Coverage Calculation

(Assuming 20-Yr. Debt Schedule)



	Fiscal Year	Sales Tax Revenue	Sales Tax Growth Rate	Series 2015	Series 2023 (20 Yr.)	Total Debt Service	Coverage
HISTORIC	2013	2,989,353	-	-	-	-	-
	2014	3,193,638	6.83%	-	-	-	-
	2015	3,467,260	8.57%	-	-	-	-
	2016	3,611,839	4.17%	309,248	-	309,248	11.68
	2017	3,904,527	8.10%	307,050	-	307,050	12.72
	2018	4,242,568	8.66%	306,250	-	306,250	13.85
	2019	4,358,567	2.73%	305,450	-	305,450	14.27
	2020	4,677,632	7.32%	636,300	-	636,300	7.35
	2021	5,887,791	25.87%	636,775	-	636,775	9.25
	2022	6,912,012	17.40%	635,075	-	635,075	10.88
PROJECTED	2023	6,912,012	0.00%	633,075	-	633,075	10.92
	2024	6,912,012	0.00%	635,700	111,848	747,548	9.25
	2025	6,912,012	0.00%	635,700	377,163	1,012,863	6.82
	2026	6,912,012	0.00%	637,900	376,940	1,014,840	6.81
	2027	6,912,012	0.00%	634,400	377,380	1,011,780	6.83
	2028	6,912,012	0.00%	630,300	376,483	1,006,783	6.87
	2029	6,912,012	0.00%	635,400	377,225	1,012,625	6.83
	2030	6,912,012	0.00%	634,600	376,585	1,011,185	6.84
	2031	6,912,012	0.00%	633,000	376,563	1,009,563	6.85
	2032	6,912,012	0.00%	635,500	377,213	1,012,713	6.83
	2033	6,912,012	0.00%	637,000	377,213	1,014,213	6.82
	2034	6,912,012	0.00%	637,500	376,863	1,014,363	6.81

Sales Tax Growth Rate Assumption	0.00%
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PROJECT AREA PLAN

LINDON 700 NORTH COMMUNITY DEVELOPMENT AREA (CDA)

REDEVELOPMENT AGENCY OF LINDON CITY, UTAH



ADOPTED: SEPTEMBER 3, 2013



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INTRODUCTION

The Redevelopment Agency of Lindon City, Utah (the “Agency”), following a thorough consideration of the needs and desires of Lindon City (the “City”) its residents and businesses, as well as the City’s capacity for new development, has carefully crafted this draft Project Area Plan (the “Plan”) for the LINDON 700 NORTH COMMUNITY DEVELOPMENT PROJECT AREA (the “Project Area”). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies along the northern boundary of the City, west of State Street. The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined that it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts. The primary impediment to development within the Project Area is the lack of adequate public infrastructure. This Plan will address how the Agency intends on addressing this impediment.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area.

UTAH CODE
§17C-4-101

RESOLUTION AUTHORIZING THE PREPARATION OF A DRAFT COMMUNITY DEVELOPMENT PROJECT AREA PLAN

Pursuant to the provisions of §17C-4-101 of the Community Development and Renewal Agencies Act (“Act”), the governing body of the Agency adopted a resolution authorizing the preparation of a draft community development project area plan on January 15, 2013.

Utah Code
§17C-4-102

RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

In order to adopt a community development project area plan, the agency shall;

- ☞ Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- ☞ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency’s deliberations and considerations regarding the Project Area; and.
- ☞ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has allowed opportunity for input on the draft Project Area plan and has made a draft Project Area plan available to the public at the Agency’s offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback. The Agency held a public hearing on the draft plan on September 3, 2013.



DEFINITIONS

As used in this Community Development Project Area Plan:

The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

The term "**Agency**" shall mean the Lindon City Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

The term "**Base taxable value**" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-4-201(2) from which tax increment will be collected.

The terms "**City**" or "**Community**" shall mean Lindon City.

The term "**Legislative body**" shall mean the City Council of Lindon City which is the legislative body of the Community.

The term "**Plan Hearing**" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-4-102.

The term "**Project Area**" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibit A & B).

The term "**Project Area Budget**" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☐ the base taxable value of property in the Project Area;
- ☐ the projected tax increment expected to be generated within the Project Area;
- ☐ the amount of tax increment expected to be shared with other taxing entities;
- ☐ the amount of tax increment expected to be used to implement the Project Area plan;
- ☐ the tax increment expected to be used to cover the cost of administering the Project Area plan;
- ☐ if the area from which tax increment is to be collected is less than the entire Project Area:
 - the tax identification number of the parcels from which tax increment will be collected; or
 - a legal description of the portion of the Project Area from which tax increment will be collected; and
- ☐ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

The term "**Project Area Plan**" shall mean the written plan that, after its effective date, guides and controls the community development activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference.

The term "**Taxes**" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

The term "**Taxing Entity**" shall mean any public entity that levies a tax on any property within the Project Area.

The term "**Tax increment**" shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area designated in the Project Area Budget as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.



UTAH CODE
§17C-4-103(1)

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

A legal description of the Project Area along with a detailed map of the Project Area is attached as, respectively, **Exhibit “A”** and **“B”** and incorporated herein. The Project Area is located along the northern boundary of the City, west of State Street. The Project Area is comprised of approximately 61 parcels, equaling 282.883 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Exhibit “C.”**

UTAH CODE
§17C-4-103(2)

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE COMMUNITY DEVELOPMENT

GENERAL LAND USES

A significant amount of property within the Project Area consists of vacant property not generating full beneficial tax base to the City or other taxing entities. Current zoning allows for commercial and office uses but the lack of public infrastructure makes it a significant impediment to achieving a higher concentration of development. The City may choose to add a multi-family residential component to the Project Area in order to increase the number of roof-tops, which will increase demand for commercial goods and services. However, if a multi-family residential housing component is added as illustrated in the Project Area Budget, a change in zoning will be required. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

LAYOUT OF PRINCIPAL STREETS

The principal streets are 700 North (going east to west) and Geneva Road (going north to south). The Project Area map, provided in **Exhibit “A,”** shows the principal streets in the Project Area. The Agency anticipates that some new roadways will be required and or additional improvements made on existing roadways in order to accommodate the proposed density and land uses. These roadways are illustrated in **Exhibit “D.”** Infrastructure improvements planned for the Project Area include new streets, reconstruction of existing streets, sidewalks, trails, culinary water, sanitary sewer, storm drain, street lighting, telecomm conduit, landscaping, etc. The improvements along the streets shown in **Exhibit “D”** are anticipated to spur development within all parts of the Project Area. Without the public infrastructure improvements within the Project Area, the current development pattern will continue and the potential tax base will remain under-valued.

POPULATION DENSITIES

Currently, there is very limited residential development within the Project Area.

BUILDING INTENSITIES

Buildings in the area are generally commercial and industrial structures. According to the most recent parcel data¹ obtained from the County, the current taxable value per acre is approximately \$207,035.

IMPACT OF COMMUNITY DEVELOPMENT ON LAND USE, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES AND BUILDING INTENSITIES

Community development activities within the Project Area will mostly consist of development and redevelopment of vacant and underutilized properties. The types of land uses will include: commercial/retail, office, and limited residential. In order to develop the Project Area the Agency along with property owners, developers, and/or businesses will need to construct infrastructure improvements that enhance transportation and create better utilization of land.

¹ 2012 parcel data (accessed from Utah County in April 2013)



LAND USE – Zoning in the Project Area is anticipated to stay the same with some areas zoned as general commercial and some areas mixed commercial, which allows for office development. Should the Agency wish to add a housing component, the zoning will need to be altered or modified to meet this purpose.

LAYOUT OF PRINCIPAL STREETS – It is not anticipated that the community development of the Project Area will greatly alter the layout of principal streets in the area. However, some streets will likely be extended and some streets reconstructed. See **Exhibit “D.”** These improvements may be undertaken by the Agency in order to meet the objectives of this Project Area Plan and spur development within the entire project area.

POPULATION DENSITIES – The Agency is not yet certain if residential development will occur in the Project Area. Should additional residential development occur it will likely be in the form of multi-family residential units, resulting in an increase in population density. This density will also create greater demand on commercial goods and services.

BUILDING DENSITIES – Building densities will increase since much of the Project Area is currently vacant or significantly under-utilized. The development anticipated and projected in a period of 20 years will likely result in a taxable value per acre of approximately \$908,025 a fourfold increase over current assessed values.

UTAH CODE
§17C-4-103(3)

STANDARDS GUIDING THE COMMUNITY DEVELOPMENT

In order to provide maximum flexibility in the development and redevelopment of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City’s proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

The general standards that will guide community development within the Project Area, adopted from the City’s General Plan are as follows:

PROMOTE LINDON AS A REGIONAL CENTER

Lindon City staff and community leaders should focus on portraying the City and the Project Area as a regional center for technology, commercial, and industrial facilities with excellent accessibility and a high quality business environment.

ORGANIZE AND DEVELOPMENT LAND USES TO TAKE ADVANTAGE OF STRATEGIC LOCATIONS

The Project Area is an excellent example of the City organizing and developing land use areas to take full advantage of Lindon’s strategic location in regard to the major rail, highway, and air amenities.

CHANNEL GROWTH INTO AREAS SERVED BY INFRASTRUCTURE

Growth will be channeled into the Project Area which, through tax increment, will be efficiently and effectively served by public infrastructure and facilities.

UTAH CODE
§17C-4-103(4)

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the City, the County and the State.



The purposes of the Act will be attained as a result of the proposed Community Development Project by accomplishing the following items:

PROVISION FOR COMMERCIAL, OFFICE, RESIDENTIAL OR ANY COMBINATION OF THESE USES

The Project Area Plan allows for commercial, retail, office, and residential uses. Increased employment in the Project Area will create new jobs that will benefit residents throughout the City and the County.

PROVISION OF PRIVATE OR PUBLIC INFRASTRUCTURE

The proposed community development project will provide infrastructure in an area that has inadequate streets, sidewalk, curb and gutter, and street lighting. It is anticipated that the proposed infrastructure will spur development within the entire Project Area. Private and public infrastructure associated with the development is essential to promoting community development activities.

UTAH CODE
§17C-4-103(5)

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN

The proposed community development is consistent with the City's General Plan. The community development will conform to the community's General Plan by supporting the following guiding principles contained in the City's General Plan:

1. **Expand the range of retail and commercial goods and services available within the community.** A large portion of the development anticipated in the Project Area is expected to be retail and commercial goods and services.
2. **Provide for adequate access, off-street parking, traffic circulation, noise buffering, and other operational considerations within commercial areas.** Tax increment collected from the creation of this Project Area will allow the Agency and City to provide these improvements within the Project area, specifically along 700 North.
3. **Promote new office, retail, and commercial development along State Street and 700 North.** The Project Area takes in the 700 North corridor and is anticipated to promote office, retail and commercial development.
4. **Promote Lindon as a Regional Center:** The 700 North corridor has potential to further establish Lindon as a regional center for commercial facilities due to its excellent accessibility and location.

UTAH CODE
§17C-4-103(6)

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The primary objective of the community development is to provide infrastructure improvements such as streets, reconstruction of existing streets, sidewalks, trails, culinary water, sanitary sewer, storm drain, street lighting, telecomm conduit, landscaping, etc. within the Project Area to spur economic development along 700 North.

UTAH CODE
§17C-4-103(7)

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY DEVELOPMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS

QUALIFIED OWNERS

This Project Area Plan provides reasonable opportunities for owners of property in the Project Area to participate in the development and/or redevelopment of property in the Project Area if they enter into a participation agreement with the Agency. The following general guidelines, which are all subject to final review, modification, and approval by the Agency, will apply in the Project Area:

- ☐ Owners may retain, maintain, and if necessary rehabilitate, all or portions of their properties;
- ☐ Owners may acquire adjacent or other properties in the Project Area;
- ☐ Owners may sell all or portions of their improvements to the Agency, but may retain the land, and develop their properties;



- ☞ Owners may sell all or portions of their properties to the Agency and purchase other properties in the Project Area;
- ☞ Owners may sell all or portions of their properties to the Agency and obtain preferences to re-enter the Project Area;
- ☞ Tenants may have opportunities to become owners of property in the Project Area, subject to the opportunities of owners of property in the Project Area; and
- ☞ Other methods as may be approved by the Agency.

The Agency may extend reasonable preferential opportunities to owners and tenants in the Project Area ahead of persons and entities from outside the Project Area, to be owners and tenants in the Project Area during and after the completion of the community development. To the extent the Agency determines that it is beneficial to have owners or tenants remain within the Project Area, plans for enhancing and promoting the concepts outlined in this Plan will be mutually discussed and agreed upon.

OTHER PARTIES

If no owner or tenant in the Project Area, as described above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area, is willing to become a developer, the Agency may identify other persons who may be interested in developing all or part of the Project Area. Potential developers will be identified by one or more of the following processes: public solicitation, requests for proposal (RFP) and requests for qualifications (RFQ), private negotiation, or some other method of identification approved by the Agency. All developers which are selected to develop within the Project Area will be subject to an Agreement for the Disposition of Land (ADL), Development Agreement, Participation Agreement, or any combination of these performance agreements and obligations.

PERSONS EXPRESSING AN INTEREST TO BECOME A DEVELOPER

The Agency has not nor does it intend to enter into any owner participation agreement or agreements with developers to develop all or part of the Project Area until after the Agency and the City have approved this Project Area Plan.

REASON FOR SELECTION OF THE PROJECT AREA

The Project Area has substantial vacant and underutilized land and lacks the public infrastructure necessary to promote economic growth. The proposed General Plan has identified objectives and goals intended to assist Lindon City in promoting a greater utilization of that land. Development of the 700 North Project Area will assist the City in meeting the objectives outlined in the General Plan, some of which include, promoting Lindon as a regional center for commercial facilities and providing a greater variety of goods and services to the people who visit, live, and work in Lindon.

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA

PHYSICAL CONDITIONS

The Project Area consists of approximately 282.883 acres of relatively flat, publicly and privately owned land as shown on the Project Area map.

SOCIAL CONDITIONS

The Project Area suffers from a lack of social connectivity and vitality. There are very few residential units. There are currently no parks, libraries, or other social gathering places in the Project Area. The lack of sidewalks on some streets and walking trails discourages foot traffic and access within the area. There is very little human activity in the Project Area after business hours.

ECONOMIC CONDITIONS

The area has suffered from a lack of reinvestment related to: 1) lack of cohesiveness; 2) the need for additional and adequate infrastructure in the area; and 3) lack of economic density and land utilization.

UTAH CODE
§17C-4-103(8)

UTAH CODE
§17C-4-103(9)



**UTAH CODE
§17C-4-103(10)**

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

Tax increment arising from the development of the Project may be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes for any period of time the Agency may deem to be appropriate under the circumstances.

In general, tax incentives may be offered to achieve the community development goals and objectives of this Plan, specifically to:

- ☞ Foster and accelerate economic development;
- ☞ Stimulate job development;
- ☞ Promote the use of transit and the walkability of the area;
- ☞ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☞ Promote an urban environment where residents can live, work, and play;
- ☞ Assist with property acquisition and/or land assembly; and
- ☞ Provide attractive development for high-quality commercial/industrial tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and timeframe for each taxing entity.

**UTAH CODE
§17C-4-103(11)**

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, sales tax revenues and job growth. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.).

It is estimated that the development of the area over the next 30 – 40 years will result in hundreds of new jobs. These jobs will likely result in an average monthly wage of approximately \$2,964.² Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid to the State of Utah. Business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity in the area, especially at a time when the construction sector of the economy is struggling. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

**UTAH CODE
§17C-4-103(11)(b)**

THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Business will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

² Utah Department of Workforce Services, Average Monthly Nonfarm Wage, Utah County, 2011



Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).



EXHIBIT A: LEGAL DESCRIPTION OF PROJECT AREA

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

Parcel contains 282.883 Acres.

EXHIBIT B: PROJECT AREA MAP

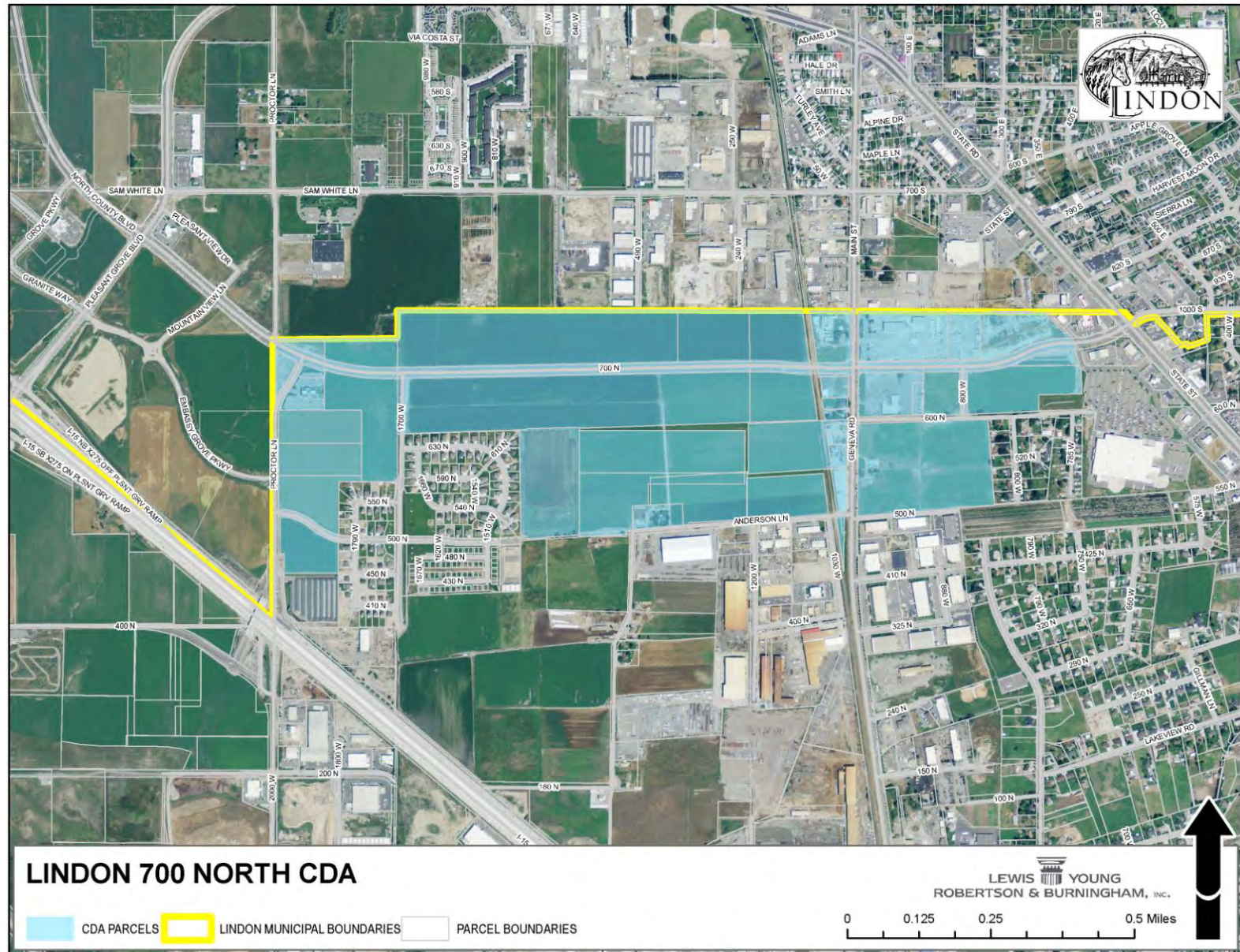




EXHIBIT C: PARCEL LIST

PARCEL NUMBER	OWNER	ACRES
140460186	DANIEL B AND JILL B FUGAL FINANCIAL	0.12
140460189	NFSCO PROPERTIES LLC	5.88
140530125 (140460221)	LINDON CITY	0.61
140460222	LINDON SQUARE LC	8.62
140530126 (140460223)	LINDON SQUARE LC	3.14
140460225	LINDON SQUARE LC	1.45
140530036	GROO, DALLAS R & JANICE L	0.49
140530042	BOYD E ANDERSON & SONS CO	7.89
140530048	GIBB, DUANE G & DUANE G	0.81
140530049	BANDLEY, WALTER RULON & GRETA OLSEN	0.43
140530050	WEBB, HOWARD L & KATHRYN H	0.38
140530061	MELENDEZ, LOUIS LR & LOIS	0.69
140530101	NFSCO PROPERTIES LLC	3.00
140530108	UTAH COUNTY	0.14
140530122	NFSCO PROPERTIES LLC	8.50
140530124	MELENDEZ, LOUIS JR & LOIS	4.78
140530126	LINDON SQUARE LC	3.14
140530128	CENTRAL BANK	0.13
140530137	LINDON CITY	0.01
140530140	ANDERSON BOYD AND SONS COMPANY INC	6.09
140530142	BURR, BRYAN (ET AL)	5.62
140530144	BLACKHURST, M DEAN & CHRISTINE S	3.84
140530148	WALKER, HOWARD L & JEANNE T	0.57
140530149	CENTRAL BANK	1.15
140530154	WASHBURN, JERRY C & BETTY P (ET AL)	23.30
140640012	BOYD E ANDERSON & SONS CO	6.95
140640017	STAFFANSON, CAROL P	0.48
140640068	MS BUSINESS PROPERTIES GROUP I LLC	1.06
140460188	LINDON CITY CORPORATION	3.50
140530120	LINDON CITY CORPORATION	0.65
140530121	LINDON CITY CORPORATION	0.01
140530123	LINDON CITY CORPORATION	0.58
140530125	LINDON CITY	0.61
140530139	LINDON CITY CORPORATION	0.81
140530141	LINDON CITY	0.50
140530143	LINDON CITY	0.81
140500006	ANDERSON BOYD E & SONS CO	13.73
140500050	RAI CORPORATION (ET AL)	30.00
140500051	BRADSHAW, WARREN B & LE ORA R (ET AL)	7.19
140500052	ANDERSON BOYD AND SONS COMPANY INC	36.59
140570052	SKIDMORE, BRENT L & MARSHA F	5.36
140570057	B W INC AND IDAHO CORPORATION (ET AL)	9.83
140570061	MELVIN V AND MARY C FRANDSEN FAMILY	5.29
140570073	B W INC AND IDAHO CORPORATION (ET AL)	3.83
140600049	LAKE CITY HOLDINGS LLC	5.48
140600062	LAKE CITY HOLDINGS LLC	4.97
140630046	BOYD E ANDERSON & SONS CO	7.77
140630047	ANDERSON, J KENT ETAL	2.36
140630048	BOYD ANDERSON & SONS	9.57



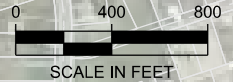
PARCEL NUMBER	OWNER	ACRES
140630061	BOYD ANDERSON AND SONS INC	12.55
472540001	BIG STICK ENTERPRISES INC	2.34
472540002	BIG STICK ENTERPRISES INC	0.51
472540003	BAKER, ROBERT & KRISTIN M	0.82
472540004	BAKER, ROBERT & KRISTIN M	1.07
140500046	LINDON CITY CORPORATION	3.65
140500048	LINDON CITY	3.95
140570054	LINDON CITY CORPORATION	1.59
140600051	LINDON CITY CORPORATION	0.93
140600061	CITY OF LINDON	0.15
472540006	LINDON CITY	1.86
472540005	LINDON CITY	0.01
	Roads and Other	4.79
Total		282.88



EXHIBIT D: PROPOSED ROADWAYS

700 NORTH CDA (EAST)

LEGEND
- - - EXISTING ROAD
- . - FUTURE ROAD



2022

ANNUAL REPORT

REDEVELOPMENT AGENCY OF LINDON CITY, UT

IN COMPLIANCE WITH UTAH CODE SECTION 17C-1-603



JUNE 30TH REPORT

Dated as of June 30, 2022

Prepared by Lewis Young Robertson & Burningham, Inc.


LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

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SECTION 1: EXECUTIVE SUMMARY

INTRODUCTION

Lewis Young Robertson & Burningham, Inc (“LYRB”) has been retained by the Lindon City Redevelopment Agency (the “Agency” or “RDA”) to assist with the management of the Agency’s active Project Areas (the 700 North CDA and the Lindon Park CRA). LYRB has compiled various creation and related documents associated with each Project Area, created annual and multi-year budgets, and created a proprietary Excel-based software package to manage the Agency’s Project Areas in the future.

The purpose of this report, in part, is to fulfill the requirements of Utah Code section 17C-1-603 – Agency Report. As reporting requirements were adopted in legislation and became effective in 2011 and later expanded in 2016, this report facilitates the RDA’s compliance with the code, providing the data necessary to fulfill these reporting requirements.

It is important to note that the annual report is currently in a transitioning phase as updated Utah Code section 17C-1-603 states that, beginning in 2022, the annual RDA report will be disseminated only to the Governor’s Office of Economic Opportunity (GOEO) and will be due on or before June 30th of each calendar year. The November 1st deadline will be eliminated and electronic submission of the report to the taxing entities, County Auditor, State Tax Commission, State Board of Education will be replaced with the GOEO database. LYRB will continue to provide the annual RDA report in strict compliance with the requirements laid out in 17C-1-603.

This annual report is for informational purposes and is intended to provide an overview of each Project Area that lies within the boundaries of the Lindon Redevelopment Agency, including descriptions of each Project Area, significant activities, project timelines, actual and estimated tax increment collections, and any other information pertinent to the taxing entities. Provided in this report are overviews of the Lindon 700 North CDA and Lindon Park CRA Project Areas, including summaries of the current and projected budgets, sources and uses of tax increment funds, Project Area growth statistics, and identification of certain concerns/needs. The Lindon West Side RDA, RDA #3, and State Street RDA #1 have all expired and no longer needs to be included in depth in the annual report; however, any remaining fund balances will be highlighted to fulfill reporting requirements.

OVERVIEW OF THE REDEVELOPMENT AGENCY

The Lindon City Redevelopment Agency was created by the Lindon City Council in accordance with the provision of the Utah Neighborhood Development Act, UCA 17A-2-1201, 17A-2-1202, and 17A-2-1203, and continues to operate under Title 17C of Utah Code (UCA 17C).

Originally, under the Act, each Project Area created by a Redevelopment Agency was classified simply as a Redevelopment Area (RDA). In 1998, the Act was expanded to allow the creation of various types of Project Areas to be used to achieve different outcomes, including Urban Renewal Area (URA) and Economic Development Area (EDA). In 2006, the Act was further modified to provide for an additional Project Area type, Community Development Area (CDA).

Changes to the Act, made in 2016, put an end to the three aforementioned classifications. Going forward, all Project Areas envisioned and created by a Redevelopment Agency are categorized by a single designation and are known as Community Reinvestment Areas (CRA). Previously created projects will still be subject to the predecessor rules under which they were created and will still be designated as RDAs, URAs, CDAs, and EDAs but new projects will need to conform to the CRA modifications.

CRA's are created under a Redevelopment Agency. To create a CRA, an Agency must first adopt a survey resolution that designates a survey area and authorizes the Agency to prepare a Project Area plan and budget. The draft budget and plan are then created and then the Agency must meet the noticing requirements concerning its intent to adopt the plan and budget. Once the Agency adopts the draft plan and budget as the final plan and budget after a public hearing, it can then collaborate with the taxing entities. If the agency plans to use eminent domain in the CRA, a blight study must be performed in the designated area. The Agency then forges an agreement to receive tax increment participation and approval of the blight study from a taxing entity committee (TEC). With the potential use of eminent domain and a TEC, the CRA is required to allocate 20% of its tax increment revenue to affordable housing. If the agency does not intend to pursue eminent domain, interlocal agreements for tax increment participation can be entered into with individual taxing entities. No TEC is required. The affordable housing requirement for this approach is only 10% of the **CRA's tax increment revenue.**

The 700 North Project Area, which was created in 2014, has been classified as a CDA. The Lindon Park Project Area, which was created in 2022, has been classified as a CRA.

AUTHORITIES AND POWERS OF THE AGENCY

The authority of the Agency is directed by UCA Title 17C.

17C-1-202

- A community development and renewal agency may:
- Sue and be sued;
- Enter into contracts generally;
- Buy, obtain an option upon, or otherwise acquire an interest in real or personal property;
- Sell, convey, grant, dispose of by gift, or otherwise dispose of any interest in real or personal property;
- Enter into a lease agreement on real or personal property, either as lessee or lessor;
- Provide for urban renewal, economic development, and community development as provided in this title;
- Receive tax increment as provided in this title;
- If disposing of or leasing land, retain controls or establish restrictions and covenants running with the land consistent with the Project Area plan;
- Accept financial or other assistance from any public or private source for the agency's activities, powers, and duties, and expend any funds so received for any of the purposes of this title;**
- Borrow money or accept financial or other assistance from the federal government, a public entity, or any other source for any of the purposes of this title and comply with any conditions of the loan or assistance;
- Issue bonds to finance the undertaking of any urban renewal, economic development, or community **development or for any of the agency's other purposes, including;**
 - Reimbursing an advance made by the agency or by a public entity or the federal government to the agency;
 - Refunding bonds to pay or retire bonds previously issued by the agency; and
 - Refunding bonds to pay or retire bonds previously issued by the community that created the agency for expenses associated with an urban renewal, economic development, or community development project; and
- Transact other business and exercise all other powers provided for in this title.

GOVERNING BOARD OF TRUSTEES AND STAFF MEMBERS

TABLE 1.2

GOVERNING BOARD OF TRUSTEES		
Carolyn Lundberg	Chairman	Lindon City Mayor
Mike Vanchiere	Board Member	Lindon City Council Member
Randi Powell	Board Member	Lindon City Council Member
Daril Magleby	Board Member	Lindon City Council Member
Van Broderick	Board Member	Lindon City Council Member
Jake Hoyt	Board Member	Lindon City Council Member

TABLE 1.3

STAFF MEMBERS	
Adam Cowie	City Administrator/RDA Executive Secretary
Kristen Colson	Finance Director
Michael Florence	Community and Economic Development Director

SUMMARY OF REQUESTED FUNDS

The Agency *requests all funds it is legally entitled to receive* and estimates those funds according to the chart below. Per UC 17C-1-603(3), these projected figures are provided for informational purposes only, and do not alter the amount of tax increment that this Agency is entitled to collect. The Agency requests all tax increment legally available from each of the Agency's Project Areas described below; however, these estimates should in no way be interpreted or applied as a limitation upon the amount the Agency is entitled to receive under applicable statute(s), Project Area budget(s), and/or interlocal cooperation agreements.

TABLE 1.4

ESTIMATE OF TAX INCREMENT TO BE PAID TO THE AGENCY		
	Tax Year 2022 (Ending Dec 31, 2022)	Tax Year 2023 (Beginning Jan 1, 2023)
Property Tax Increment		
700 North	\$183,883	\$207,492
Total Revenue	\$183,883	\$207,492

GENERAL OVERVIEW OF PROJECT AREAS

TABLE 1.5

COMBINED BUDGET - ALL PROJECT AREAS		
REVENUES	FY 2022 TOTALS	REMAINING LIFE (INCLUDES 2022 TOTALS)
700 North CDA		
Property Tax Increment	\$160,672	\$6,261,396
Current Uncollected	(9,306)	(9,306)
Previous Increment to RDA	6,340	6,340
Total Increment	157,706	6,258,430
Interest	1,207	21,725
Total Revenue	\$158,913	\$6,280,155
EXPENDITURES	FY 2022 TOTALS	REMAINING LIFE (INCLUDES 2022 TOTALS)
700 North CDA		
RDA Administration	\$18,368	\$330,624
Professional & Tech Services	2,200	39,600
Project Development: Land Assembly & Infrastructure	-	-
Miscellaneous Expense	-	-
Contribution to Fund Balance/Development Activities	138,345	5,909,931
Total Expenditures	\$158,913	\$6,280,155

TABLE 1.6: ACTIVE PROJECT AREA ACREAGE AND RESIDENTIAL HOUSING

ACREAGE			
	Developed	Undeveloped	Residential
700 North CDA	143	140	<p>Current Percent of Residential Acreage: 24% Plat "G" for 57 Single Family Homes Under Construction, Total development is 125 townhomes, 375 single family homes and 380 apartments. Portion of Ivory Homes development consists of 158 single family homes and 380 multi-family units.</p>

SECTION 2: 700 NORTH CDA

TABLE 2.1

OVERVIEW				
<u>Type</u> CDA	<u>Acreage</u> Developed 143 Undeveloped 140 Total 283	<u>Purpose</u> Commercial & Residential Development	<u>Taxing District</u> 080-0000 085-0000	<u>Tax Rate</u> 0.009010 0.009025
<u>Creation Year</u> FY 2014	<u>Base Year</u> FY 2012	<u>Term</u> 22 Years	<u>Trigger Year</u> FY 2018	<u>Expiration Year</u> Extended to FY 2039
<u>Base Value</u> \$12,928,122	<u>TY 2021 Value</u> \$149,507,122	<u>Increase</u> 1056%	<u>FY 2021 Increment</u> \$157,706	<u>Jobs Created</u> N/A

The 700 North CDA Project Area was created in September 2013 with the purpose of incentivizing commercial and residential development along 700 North in Lindon. This will include a variety of infrastructure improvements to roadways, sidewalks, street lighting, culinary water, sewer, utilities, etc. It is anticipated that proposed infrastructure improvements will spur development in the entire Project Area. The Project Area triggered in FY 2018.

The Project Area lies entirely within Lindon City and includes approximately 283 acres of property located along the northern boundary of the City, west of State Street. A map of the Project Area is included as Exhibit B. The Project Area was created in September 2013 and is governed by the following documents:

- ▣ The Project Area Plan dated September 3, 2013
- ▣ The Interlocal Cooperation Agreement between the RDA and Lindon City dated September 3, 2013
- ▣ The Interlocal Cooperation Agreement between the RDA and Utah County dated October 29, 2013
- ▣ The Interlocal Cooperation Agreement between the RDA and North Utah County Water Conservancy District dated November 14, 2013
- ▣ The Interlocal Cooperation Agreement between the RDA and Central Utah Water Conservancy District dated October 23, 2013

Due to negative impacts caused by the COVID-19 pandemic, Senate Bill 6001 was introduced and signed into law with the express purpose of providing economic relief to local reinvestment agency Project Areas. This bill allowed the Agency to extend the tax increment collection period of the area for up to two years. In October 2021, the Agency enacted this extension for the 700 North CDA Project Area and extended the time frame to FY 2039.

The Agency has not participated in any new participation agreements. However, the Agency continues to work with the Alpine School District (the "District") in an effort to enlist the District's support and come to an agreement on the length and level of participation with relation to tax increment. The District's support is dependent on a formal project being established within the Project Area.

SOURCES OF FUNDS

TABLE 2.2

2022 SOURCES OF FUNDS	
Calculated Increment	\$160,672
Current Year Uncollected	(9,306)
Previous Increment to RDA	6,340

Property Tax Increment Collected and Paid to Agency ¹	\$157,706
Interest	1,207
Total Sources of Funds	\$158,913

TABLE 2.3

TAX INCREMENT LEVELS	
Entity	%
Utah County	50%
Alpine School District ²	0%
Lindon City	50%
Central Utah Water Conservancy District	50%
North Utah County Water Conservancy District	50%

USES OF FUNDS

TABLE 2.4

2022 USES OF FUNDS	
Professional and Tech Services	\$2,200
Administrative Costs	18,368
Miscellaneous Expense	-
Development Activities/Fund Balance	138,345
Total Uses	\$158,913

TABLE 2.5

REALIZATION OF TAX INCREMENT	FORECASTED	ACTUAL	% OF PROJECTION
TAX INCREMENT GENERATED IN PROJECT AREA			
Property Tax Increment – FY 2022	\$156,684	\$157,706	100.6%

PROJECT AREA REPORTING AND ACCOUNTABILITY

RELATIVE GROWTH IN ASSESSED VALUE

TABLE 2.6

GROWTH IN ASSESSED VALUES				
ASSESSED RANGE BY AREA	CURRENT YEAR	PRIOR YEAR/ BASE YEAR	GROWTH RATE	AAGR
Annual Growth in Project Area (2021 vs. 2020)	\$149,507,122	\$139,229,201	7.38%	7.38%
Lifetime Growth in Project Area Since Base Year (2021 vs. 2012)	\$149,507,122	\$12,928,122	1056%	27.74%

¹ Utah County remits tax increment to the Agency only to the point that it has been collected from property owners. Thus, although the Agency may be entitled to \$160,672 in annual tax increment for FY 2022, the County remits to the Agency the portion that has been collected, as well as any tax increment that has been collected from property owners for prior year delinquencies. Delinquent tax increment collected in FY 2022 for prior years is predicted to be \$6,340.

² The Alpine School District has currently opted not to participate in the 700 North CDA Project Area. The Agency will coordinate with Alpine School District on a case-by-case basis to consider participation in future projects within the CDA.

GROWTH IN ASSESSED VALUES				
ASSESSED RANGE BY AREA	CURRENT YEAR	PRIOR YEAR/ BASE YEAR	GROWTH RATE	AAGR
Annual Growth in City (2021 vs. 2020)	\$2,078,479,044	\$1,919,983,882	8.26%	8.26%
Lifetime Growth in City (2021 vs. 2000 ³)	\$2,078,479,044	400,177,580	419.39%	7.78%

The value of the Project Area increased by \$10.3 million, or an increase of 1,056 percent since the base year in 2012. **The City's overall growth has been increased by 419 percent since 2000.**

BENEFITS TO TAXING ENTITIES

TABLE 2.7

PROJECTED BENEFITS TO TAXING ENTITIES
Creation of approximately 689 new jobs over the life of the Project Area
Increased Sales Tax Revenues from Retail Development
Increase in other tax revenues, including Franchise Tax, Sales & Use Tax, and Corporate Income Tax
Increased Property Tax Revenues
- 50% of tax increment flows back to taxing entities in years 2018 - 2039
- 100% of tax increment flows to taxing entities after 2039

The taxing entities are currently benefiting from increased assessed values in the Project Area as a portion of tax increment is being returned to the taxing entities. As shown below, the annual tax increment (above the base amount) currently being returned to taxing entities is 681 percent above what would have been realized if assessed values in the Project Area had remained at base year levels. This pass-through increment will continue to increase as assessed values rise and the tax increment level received by the Agency ratchets downward throughout the life of the CDA.

TABLE 2.8

TAX INCREMENT FROM PROJECT AREA	ACTUAL REVENUES	BASE YEAR VALUE REVENUES	% ABOVE BASE
FY 2022	\$158,913	\$118,146	135%
Lifetime Revenue	\$580,323	\$604,274	96%
PASS THROUGH INCREMENT (ABOVE BASE)	ACTUAL REVENUES	BASE YEAR VALUE REVENUES	% ABOVE BASE
FY 2022	\$1,071,106	\$118,146	907%
Lifetime Revenue (FY 2009-2022)	\$4,073,576	\$604,274	674%

NOTABLE DEVELOPMENT AND FUTURE PROJECTS

Lindon City is in the process of entitling a new building for a personal fitness center as well as two additional office buildings on the north side of North County Boulevard (700 N.). On the south side of North County Boulevard, a development group has put the entire 40 acres of land under contract for a mixed-use development. The plan anticipates a mix of office, retail, restaurants, and housing.

Additionally, Lindon City adopted the 700 North Master Plan in May 2021. This plan was mostly funded through a technical grant from UDOT. The plan contemplates a village center with commercial and residential uses including a

³ LYRB utilized 2000 values for these comparisons because this is the first year for which reliable data is available.

transit-oriented housing development and flexible commercial areas. The road connecting the Ivory Homes development was completed during the summer of 2021. The new Holiday Oil, located at 725 N. Geneva Road, opened November 1, 2021. An office showroom development is still under construction at 775 N. Geneva Road. Of benefit to the Project Area, a Central Corridor Study for Bus Rapid Transit was completed. UDOT and UTA have authorized an Environmental Impact Study to be done. Construction may begin in the next 5-10 years along 700 North and State Street. Below is a list of notable businesses in the Project Area.

TABLE 2.9

NOTABLE BUSINESSES	
Atento	Alcatraz Escape Room
Airborne Trampoline	TAMS
Geneva Road Self Storage Units	Fezzari Bicycle Company
Aquatherm Pipe Company	Zyto Corp
Everlights	Schuff Steel
Holiday Oil	Rustico

FUTURE RESIDENTIAL DEVELOPMENT

Ivory Homes is currently constructing Plat G. This Plat consists of 57 single family lots. There are 380 multi-family units and 109 single family lots remaining and awaiting construction. The total development is 125 townhomes, 375 single family homes and 380 apartments. The portion of the Ivory Homes development within the Project Area consists of 158 single family homes and 380 multi-family units. The percent of the Ivory Homes residential development on a per acre basis in the Project Area is 24 percent. It is anticipated that this number may increase depending on future development.

FORECASTED PROJECT AREA BUDGET UPDATE

The multi-year budget attached to this document and summarized below displays revenue in the fiscal year received rather than the calendar year collected.

TABLE 2.10

PROJECT AREA BUDGET	FY 2023 - 2039	
REVENUES	TOTALS	NPV @ 5%
Property Tax Increment	\$6,100,724	\$3,786,021
Interest	20,518	13,607
Contribution of Fund Balance	-	-
Total Revenue	\$6,121,242	\$3,799,628
EXPENDITURES	TOTALS	NPV @ 5%
RDA Administration	\$312,256	\$207,082
Professional & Tech Services	37,400	24,803
Project Development: Land Assembly & Infrastructure	-	-
Contribution to Fund Balance/Development Activities	5,771,586	3,567,743
Total Expenditures	\$6,121,242	\$3,799,628

OTHER ISSUES

The RDA has not participated in any new participation agreements. However, the Agency hopes to obtain the participation of Alpine School District in the Project Area. The participation of the School District would contribute significantly to the success of the Project Area as it is estimated that tax increment revenues received by the Agency could potentially be more than tripled.

Due to negative impacts caused by the COVID-19 pandemic, Senate Bill 6001 was introduced and signed into law with the express purpose of providing economic relief to local reinvestment agency Project Areas. This bill allowed the Agency to extend the tax increment collection period of the area for up to two years. In October 2021, the Agency enacted this extension for the Project Area and extended the time frame to FY 2039.

PROJECT AREA ANNUAL AND MULTI-YEAR BUDGETS

The following sheets represent the FY 2022, FY 2023 and FY 2024 annual budgets and the FY 2018-2039 multi-year budget.

REDEVELOPMENT AGENCY OF LINDON CITY, UTAH (700 North CDA)

2022 Budget

June 30, 2022



Annual Fiscal Budget Year		2022
Tax Year		2021
Payment Year		2022
REVENUES		
TAXABLE VALUATION		
Taxable Value - Area 080		\$65,268,130
Base Year Value Area 080		(\$8,865,547)
Incremental Assessed Value 080		\$56,402,583
Taxable Value - Area 085		\$84,238,992
Base Year Value Area 085		(\$4,062,575)
Incremental Assessed Value 085		\$80,176,417
Tax Rate 080		
Total Tax Rate - Area 080:		0.0090100
Tax Rate 085		
Total Tax Rate - Area 085:		0.0090250
TAX INCREMENT REVENUES - Area 080		
Total Tax Increment - Area 080:		\$66,104
TAX INCREMENT REVENUES - Area 085		
Total Tax Increment - Area 085		\$94,568
Percent of Tax Increment for Project		
Utah County		50%
Alpine School District		0%
Lindon City		50%
Central Utah Water Conservancy District		50%
North Utah Valley Water Conservancy District		50%
TAX INCREMENT REVENUES to RDA from Area 080 & 085		
Property Tax Increment		\$160,672
Current Year Uncollected		(\$9,306)
Prior Year Collected		\$6,340
Total Tax Increment Revenue to RDA		\$157,706
Interest		\$1,207
Contribution of Fund Balance		\$0
TOTAL REVENUES		\$158,913
EXPENDITURES		
Professional and Tech Services		\$2,200
Admin Costs		\$18,368
Development Activities		\$138,345
Total Uses		\$158,913
REMAINING REVENUES FOR TAXING ENTITIES		
Utah County		\$58,250
Alpine School District		\$901,968
Lindon City		\$76,211
Central Utah Water Conservancy District		\$25,608
North Utah County Water Conservancy District		\$601
Total		\$1,071,106

REDEVELOPMENT AGENCY OF LINDON CITY, UTAH (700 North CDA)

2023 Budget

June 30, 2022



Annual Fiscal Budget Year	2023
Tax Year	2022
Payment Year	2023
REVENUES	
TAXABLE VALUATION	
Taxable Value - Area 080	\$73,267,243
Base Year Value Area 080	(\$8,865,547)
Incremental Assessed Value 080	\$64,401,696
Taxable Value - Area 085	\$95,969,829
Base Year Value Area 085	(\$4,062,575)
Incremental Assessed Value 085	\$91,907,254
Tax Rate 080	
Total Tax Rate - Area 080:	0.0090100
Tax Rate 085	
Total Tax Rate - Area 085:	0.0090250
TAX INCREMENT REVENUES - Area 080	
Total Tax Increment - Area 080:	\$75,479
TAX INCREMENT REVENUES - Area 085	
Total Tax Increment - Area 085	\$108,405
Percent of Tax Increment for Project	
Utah County	50%
Alpine School District	0%
Lindon City	50%
Central Utah Water Conservancy District	50%
North Utah Valley Water Conservancy District	50%
TAX INCREMENT REVENUES to RDA from Area 080 & 085	
Property Tax Increment	\$183,883
Current Year Uncollected	\$0
Prior Year Collected	\$0
Total Tax Increment Revenue to RDA	\$183,883
Interest	\$1,207
Contribution of Fund Balance	\$0
TOTAL REVENUES	\$185,090
EXPENDITURES	
Professional and Tech Services	\$2,200
Admin Costs	\$18,368
Development Activites	\$164,522
Total Uses	\$185,090
REMAINING REVENUES FOR TAXING ENTITIES	
Utah County	\$66,665
Alpine School District	\$1,032,264
Lindon City	\$87,220
Central Utah Water Conservancy District	\$29,307
North Utah County Water Conservancy District	\$689
Total	\$1,225,837

REDEVELOPMENT AGENCY OF LINDON CITY, UTAH (700 North CDA)

2024 Budget

June 30, 2022



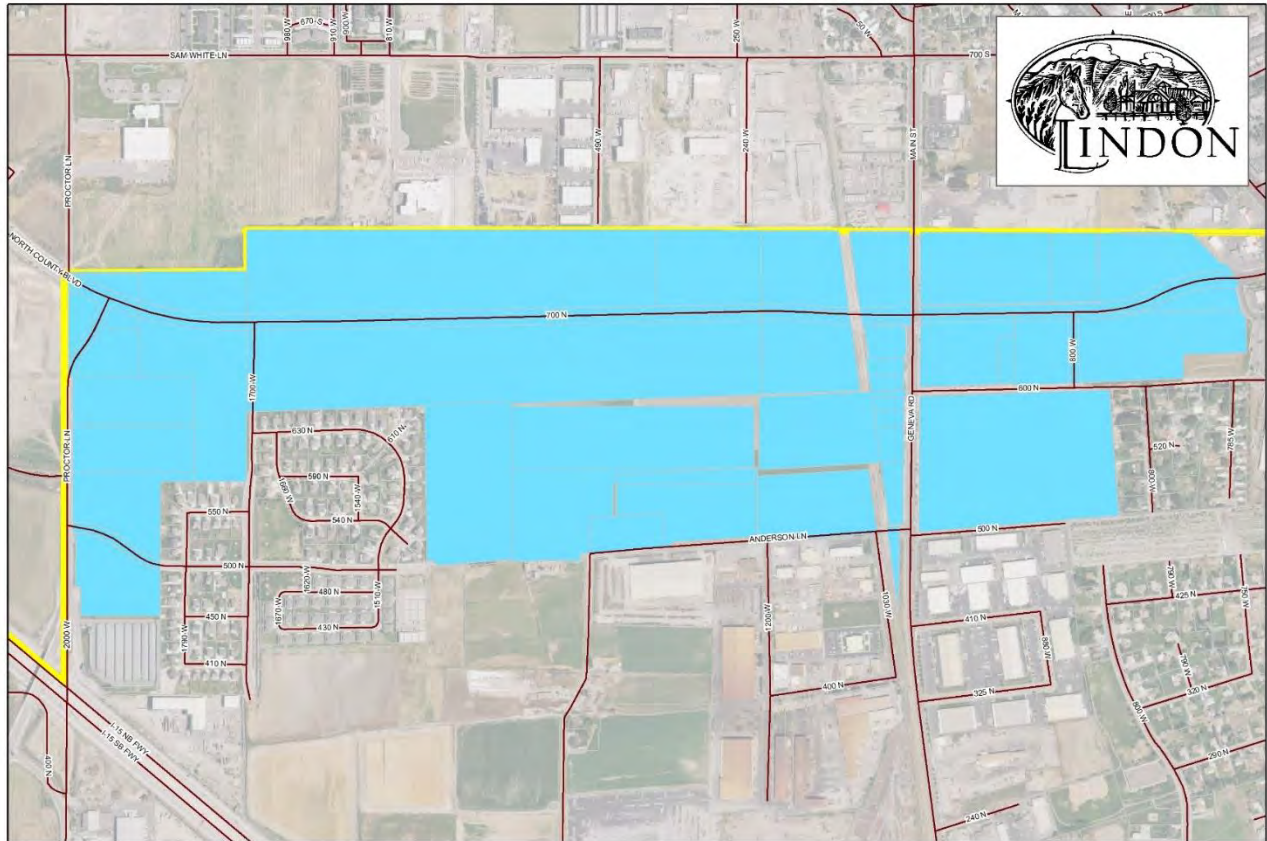
Annual Fiscal Budget Year	2024
Tax Year	2023
Payment Year	2024
REVENUES	
TAXABLE VALUATION	
Taxable Value - Area 080	\$81,378,336
Base Year Value Area 080	(\$8,865,547)
Incremental Assessed Value 080	\$72,512,789
Taxable Value - Area 085	\$107,926,235
Base Year Value Area 085	(\$4,062,575)
Incremental Assessed Value 085	\$103,863,660
Tax Rate 080	
Total Tax Rate - Area 080:	0.0090100
Tax Rate 085	
Total Tax Rate - Area 085:	0.0090250
TAX INCREMENT REVENUES - Area 080	
Total Tax Increment - Area 080:	\$84,985
TAX INCREMENT REVENUES - Area 085	
Total Tax Increment - Area 085	\$122,507
Percent of Tax Increment for Project	
Utah County	50%
Alpine School District	0%
Lindon City	50%
Central Utah Water Conservancy District	50%
North Utah Valley Water Conservancy District	50%
TAX INCREMENT REVENUES to RDA from Area 080 & 085	
Property Tax Increment	\$207,492
Current Year Uncollected	\$0
Prior Year Collected	\$0
Total Tax Increment Revenue to RDA	\$207,492
Interest	\$1,207
Contribution of Fund Balance	\$0
TOTAL REVENUES	\$208,699
EXPENDITURES	
Professional and Tech Services	\$2,200
Admin Costs	\$18,368
Development Activites	\$188,131
Total Uses	\$208,699
REMAINING REVENUES FOR TAXING ENTITIES	
Utah County	\$75,224
Alpine School District	\$1,164,790
Lindon City	\$98,418
Central Utah Water Conservancy District	\$33,070
North Utah County Water Conservancy District	\$778
Total	\$1,383,216

LINDON CITY 700 NORTH CDA
 Ongoing Budget
 Multi-Year Project Area Budget Projections
 6.6.2022.



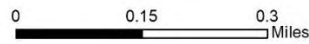
Tax Year	2017	2018	2019	2020	2021	PROJECTED =====																	TOTALS	
Payment Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
REVENUES																								
TAXABLE VALUATION AREA																								
Area 080																								
Real Property	\$ 30,004,517	\$ 35,785,897	\$ 44,363,468	\$ 55,413,323	\$ 66,777,651	\$ 64,888,744	\$ 72,999,837	\$ 81,110,930	\$ 89,222,023	\$ 97,333,116	\$ 105,444,209	\$ 113,555,302	\$ 121,666,395	\$ 129,777,488	\$ 137,888,581	\$ 145,999,674	\$ 154,110,767	\$ 162,221,860	\$ 162,221,860	\$ 162,221,860	\$ 162,221,860	\$ 162,221,860	\$ 162,221,860	\$ 162,221,860
Personal Property	\$ 8,312,483	\$ 8,742,473	\$ 9,172,463	\$ 9,602,453	\$ 10,032,443	\$ 8,378,499	\$ 8,778,499	\$ 9,178,499	\$ 9,578,499	\$ 9,978,499	\$ 10,378,499	\$ 10,778,499	\$ 11,178,499	\$ 11,578,499	\$ 11,978,499	\$ 12,378,499	\$ 12,778,499	\$ 13,178,499	\$ 13,178,499	\$ 13,178,499	\$ 13,178,499	\$ 13,178,499	\$ 13,178,499	\$ 13,178,499
Centrally Assessed	\$ -	\$ 13,981	\$ 104,517	\$ 116,215	\$ 111,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total 080 Assessed Valuation:	\$ 39,317,000	\$ 44,522,351	\$ 52,780,347	\$ 65,973,318	\$ 76,289,130	\$ 73,267,243	\$ 81,778,336	\$ 89,489,429	\$ 97,800,522	\$ 105,711,615	\$ 113,822,708	\$ 121,933,801	\$ 130,044,894	\$ 138,155,987	\$ 146,267,080	\$ 154,378,173	\$ 162,489,266	\$ 170,600,359	\$ 170,600,359	\$ 170,600,359	\$ 170,600,359	\$ 170,600,359	\$ 170,600,359	\$ 170,600,359
Base Year Value 080	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)	\$ (8,885,547)
Incremental Assessed Value 080	\$ 30,451,453	\$ 35,696,805	\$ 43,894,802	\$ 55,107,771	\$ 66,402,583	\$ 64,401,898	\$ 72,512,789	\$ 80,623,882	\$ 88,734,975	\$ 96,846,068	\$ 104,957,161	\$ 113,068,254	\$ 121,179,347	\$ 129,290,440	\$ 137,401,533	\$ 145,512,626	\$ 153,623,719	\$ 161,734,812	\$ 161,734,812	\$ 161,734,812	\$ 161,734,812	\$ 161,734,812	\$ 161,734,812	\$ 161,734,812
Area 085																								
Real Property	\$ 36,015,637	\$ 46,844,457	\$ 60,468,957	\$ 74,703,096	\$ 83,894,841	\$ 95,651,247	\$ 107,607,653	\$ 118,564,059	\$ 131,520,464	\$ 143,476,870	\$ 155,433,276	\$ 167,389,682	\$ 179,346,088	\$ 191,302,494	\$ 203,258,900	\$ 215,215,306	\$ 227,171,711	\$ 239,128,117	\$ 239,128,117	\$ 239,128,117	\$ 239,128,117	\$ 239,128,117	\$ 239,128,117	\$ 239,128,117
Personal Property	\$ 422,064	\$ 533,177	\$ 644,290	\$ 755,403	\$ 866,516	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582	\$ 318,582
Centrally Assessed	\$ -	\$ 99,161	\$ 187,558	\$ 241,433	\$ 225,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total 085 Assessed Valuation:	\$ 37,337,701	\$ 47,476,795	\$ 60,984,020	\$ 75,255,893	\$ 84,239,992	\$ 95,969,829	\$ 107,926,235	\$ 118,882,641	\$ 131,839,046	\$ 143,795,452	\$ 155,751,858	\$ 167,708,264	\$ 179,664,670	\$ 191,621,076	\$ 203,577,482	\$ 215,533,887	\$ 227,490,293	\$ 239,446,699	\$ 239,446,699	\$ 239,446,699	\$ 239,446,699	\$ 239,446,699	\$ 239,446,699	\$ 239,446,699
Base Year Value 085	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)	\$ (4,082,575)
Incremental Assessed Value 085	\$ 33,275,126	\$ 43,414,221	\$ 56,921,447	\$ 71,193,308	\$ 80,178,417	\$ 91,897,254	\$ 103,893,660	\$ 115,820,066	\$ 127,756,471	\$ 139,712,877	\$ 151,699,283	\$ 163,685,689	\$ 175,672,095	\$ 187,658,501	\$ 199,644,907	\$ 211,631,312	\$ 223,617,718	\$ 235,604,124	\$ 235,604,124	\$ 235,604,124	\$ 235,604,124	\$ 235,604,124	\$ 235,604,124	\$ 235,604,124
Tax Rate 080:																								
Utah County	0.0007790	0.0007320	0.0006720	0.0006350	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530
Alpine School District	0.0007870	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040
State Charter School - Alpine	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000
Lindon City	0.0014510	0.0013920	0.0012410	0.0011740	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160
Central Utah Water Conservancy District	0.0003780	0.0003740	0.0003780	0.0003820	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750
North Utah County Water Conservancy District	0.0003780	0.0003740	0.0003780	0.0003820	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750
Total Tax Rate:	0.0097750	0.0096920	0.0096900	0.0097910	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100
Tax Rate 085:																								
Utah County	0.0007790	0.0007320	0.0006720	0.0006350	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530	0.0006530
Alpine School District	0.0007870	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040	0.0069040
State Charter School - Alpine	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000	0.0009000
Lindon City	0.0014510	0.0013920	0.0012410	0.0011740	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160	0.0011160
Central Utah Water Conservancy District	0.0003780	0.0003740	0.0003780	0.0003820	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750
North Utah County Water Conservancy District	0.0003780	0.0003740	0.0003780	0.0003820	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750	0.0003750
Total Tax Rate:	0.0097960	0.0097070	0.0096970	0.0097910	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100	0.0098100
TAX INCREMENT REVENUES: 080																								
Utah County	11,881	13,050	14,755	17,853	24,856	27,467	30,827	34,388	37,845	41,205	44,784	48,224	51,883	55,142	58,602	62,061	65,521	68,980	68,980	68,980	68,980	68,980	68,980	68,980
Alpine School District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Charter School - Alpine	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lindon City	22,083	24,817	27,249	32,831	31,473	25,936	40,402	44,988	48,514	54,040	58,566	63,092	67,618	72,144	76,670	81,196	85,722	90,248	90,248	90,24				

EXHIBIT A



LINDON 700 NORTH CDA

- CDA PARCELS
- LINDON MUNICIPAL BOUNDARIES



SECTION 3: LINDON PARK CRA

TABLE 3.1

OVERVIEW				
<u>Type</u> CRA	<u>Acreage</u> 6.88	<u>Purpose</u> Commercial Development	<u>Taxing District</u> 080-0000	<u>Tax Rate</u> 0.009427
<u>Creation Year</u> TY 2022	<u>Base Year</u> TY 2021	<u>Term</u> 15 Years	<u>Trigger Year</u> TY 2024 (Anticipated)	<u>Expiration Year</u> TY 2039 (Anticipated)
<u>Base Value</u> \$3,198,000	<u>TY 2021 Value</u> \$3,198,000	<u>Increase</u> N/A	<u>FY 2021 Increment</u> N/A	<u>Jobs Created</u> N/A

The Lindon Park CRA Project Area is a highly visible and important section of the City of Lindon. This section is currently underutilized and vacant. The Project Area provides an opportunity to reinvest and revitalize this area. Additionally, the Project Area will create a large increase **to the community's** tax base and spur additional community development in the area. The Lindon RDA Board adopted the Lindon Park CRA plan and budget June 6, 2022. The Tax Increment for the Project Area is projected to be triggered in TY 2024.



HISTORIC PROJECTS

WEST SIDE RDA

The West Side RDA expired in 2010; however, a fund balance remains. As of July 1, 2021, the unaudited fund balance was \$18,492.51. This balance is being used to pay administrative costs as the project comes to full completion, as well as Project Area Plan approved expenditures.

RDA #3

The Lindon RDA #3 expired in 2016; however, a fund balance remains. As of July 1, 2021, the unaudited fund balance was \$355,405.61. These funds are used in part to service a landscaping agreement for an area where no development has taken place. This balance is further being used to pay administrative costs as the project comes to full completion, as well as Project Area Plan approved expenditures. The Agency is considering using approximately \$250,000 of fund balance toward the Lindon Park CRA. Use of these funds will be documented in future Annual Reports.

STATE STREET RDA #1

The Lindon State Street RDA #1 expired in 2020; however, a fund balance remains. As of July 1, 2021, the unaudited fund balance was \$612,518.29. This balance is further being used to pay administrative costs as the project comes to full completion, as well as Project Area Plan approved expenditures.

This Project Area experienced a relatively low collection rate of annual property taxes from property owners, as well as the payment of delinquent tax collections to the Agency. This situation stems from the default of multiple owners on their annual property taxes. Many of these owners are habitually behind schedule on annual taxes, with some behind on these payments by up to three years. The Project Area may expect to collect prior year delinquent taxes in the coming years, despite being expired.

17. Review & Action — Resolution #2023-17-R; Intent to provide financial backstop to the Lindon City RDA for purchase of property on 700 North. *(10 minutes)*

Sample Motion: I move to *(approve, reject)* Resolution #2023-17-R, approving the intent to provide financial backstop to the Lindon City RDA for purchase of property on 700 North *(as presented or amended)*.

LINDON CITY RESOLUTION 2023-17-R

A RESOLUTION OF THE LINDON CITY COUNCIL (THE CITY) APPROVING INTENT TO COOPERATE WITH THE LINDON CITY REDEVELOPMENT AGENCY (THE AGENCY) TO PURCHASE APPROXIMATELY EIGHT ACRES OF COMMERCIAL PROPERTY WITHIN THE 700 NORTH COMMUNITY DEVELOPMENT AREA (CDA) FOR ECONOMIC DEVELOPMENT PURPOSES AND TO ACT AS A FINANCIAL BACKSTOP OF SAID PURCHASE.

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

WHEREAS, in 2013 the Agency created the 700 North Community Development Project Area (the “Project Area”), through the adoption of the 700 North Community Development Project Area Plan (the “Project Area Plan”), located within the City, for the purpose of encouraging development activities through the payment of certain public infrastructure, land assembly, and other uses that directly benefit the Project Area and foster economic development with the Project Area; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to purchase approximately eight acres of real property within the Project Area for the purpose of land assembly and to encourage development activities in conformance with the Project Area Plan and the City supports said purchase of property; and

WHEREAS, the City desires to enter into future agreements with the Agency to assist with financing of the property purchase through a pledge of City sales tax revenues; and

WHEREAS, the City is amenable to the purchase of property by the RDA and finds that such action will benefit the RDA and the City.

THEREFORE, BE IT RESOLVED BY THE LINDON CITY COUNCIL AS FOLLOWS:

Section 1. The City hereby approves the intent to coordinate with the Agency to purchase approximately eight acres of commercial land within the 700 North CDA for land assembly and economic development purposes.

Section 2. The City is hereby authorized to work with the Agency to pursue and secure financing for the land purchase.

Section 3. The City is hereby authorized to enter into future agreements with the Agency for financial assistance purposes associated with the land purchase.

Section 4. The Mayor is authorized to execute necessary agreements on behalf of the City to facilitate purposes listed above, subject to approval of future resolutions or RDA / Lindon City Council actions as required by law.

Section 5. This Resolution shall be effective as of the date of adoption.

PASSED and ADOPTED by the Lindon City Council this 18th day of September, 2023.

Carolyn O. Lundberg, Mayor

ATTEST:

Kathry A. Moosman, City Recorder

{Seal}

BOARD MEMBERS VOTING "AYE"

BOARD MEMBERS VOTING "NAY"

ADJOURN