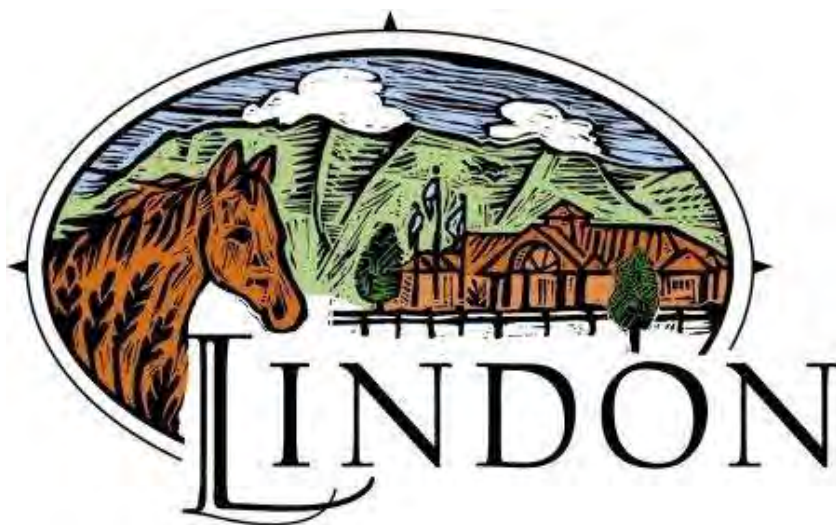


Lindon City Council Staff Report



Prepared by Lindon City
Administration

July 5, 2016

Notice of Meeting of the Lindon City Council



The Lindon City Council will hold a regularly scheduled meeting beginning at 6:00 p.m. on Tuesday, July 5, 2016 in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

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



WORK SESSION – 6:00 P.M. - Conducting: Carolyn Lundberg, Mayor pro tem

1. Discussion on Sewer & Water Impact Fee & Capital Facilities Plan updates

(60 minutes)

Lindon City Council will review and discuss proposed updates to the Sewer and Water impact fee studies and capital facilities plans with representatives from Lewis Young Robertson & Burningham. The Council will provide feedback but no motions will be made.

REGULAR SESSION – 7:00 P.M. - Conducting: Carolyn Lundberg, Mayor pro tem

Pledge of Allegiance: By Invitation

Invocation: Matt Bean

(Review times are estimates only)

1. Call to Order / Roll Call

(5 minutes)

2. Presentations and Announcements

(10 minutes)

- a) Comments / Announcements from Mayor and Council members
- b) OATH OF OFFICE CEREMONY – Newly appointed Councilmember, Dustin Sweeten, will be sworn into office by Mayor pro tem, Carolyn Lundberg, to fill the vacant Council term through the first Monday of January 2018.

3. Approval of minutes: June 21, 2016

(5 minutes)

4. Consent Agenda – No Items

5. Open Session for Public Comment (For items not on the agenda)

(10 minutes)

6. Review & Action — North Pointe Solid Waste Special Service District Appointment (Resolution 2016-10-R) and recognition of service

(10 minutes)

This is a request for the Council's formal action to appoint Councilmember Dustin Sweeten as Lindon City's official representative on the North Pointe Solid Waste Special Service District board. The City and the North Pointe Solid Waste District also want to thank Jerald Hatch, who has represented Lindon City on the solid waste district board for approximately 23 years, for his many years of time and service.

7. Review & Action — Change Order to Water Line Project to Include Additional Work (20 minutes)

The City Council will review and consider Change Order No.1 to the current 200 South Culinary Water Line Replacement Project contract with Skip Dunn & Sons Excavation, to have them complete additional water line replacement projects on 400 West between 200 South and 600 South. The estimated cost of the change order is \$174,157.51.

8. Review & Action — Franchise Agreement with Redline Telephone Inc.

(5 minutes)

The City Council will review and consider a franchise agreement with Redline Telephone Inc to allow the company to install and maintain telecommunications infrastructure within Lindon City public property.

9. Review & Action — Community Center Rental Fee Waiver Request

(10 minutes)

The City Council will review and consider a request for waiver of rental fees at the Lindon City Community Center for Kate Lillywhite & Erin Wagner on behalf of Lindon LDS 2nd Ward. The proposed use is for teaching a self-defense course, which will be made available to the public if the \$120 waiver is granted.

10. Discussion Item — Boundary Line Agreement for City Property at ~380 N. 200 E. (20 minutes)

The Council will discuss a possible boundary line agreement between Lindon City and a private property owner due to the property lines not matching actual on-the-ground improvements owned by the City.

11. Review & Action — Appointment to the Lindon City Redevelopment Agency (Resolution 2016-11-R)

(5 minutes)

This is a request for the Council's formal action to appoint Councilmember Dustin Sweeten to the Lindon City Redevelopment Agency (RDA) Board of Directors.

12. Council Reports:

(20 minutes)

- | | |
|---|--------------------|
| A) MAG, COG, UIA, Utah Lake Commission, ULCT, NUVAS, IHC Outreach, Budget Committee | - Jeff Acerson |
| B) Public Works, Irrigation/water, City Buildings | - Van Broderick |
| C) Planning, BD of Adjustments, General Plan, Budget Committee | - Matt Bean |
| D) Parks & Recreation, Trails, Tree Board, Cemetery | - Carolyn Lundberg |
| E) Public Safety, Court, Lindon Days, Transfer Station/Solid Waste | - Dustin Sweeten |
| F) Admin., Community Center, Historic Comm., UV Chamber, Budget Committee | - Jacob Hoyt |

13. Administrator's Report

(10 minutes)

Adjourn

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

Posted By: Kathy Moosman
Time: ~4:45 p.m.

Date: July 1, 2016
Place: Lindon City Center, Lindon Police Dept, Lindon Community Center

WORK SESSION – 6:00 P.M. - Conducting: Carolyn Lundberg, Mayor pro tem

I. Discussion on Sewer & Water Impact Fee & Capital Facilities Plan updates (60 minutes)

Lindon City Council will review and discuss proposed updates to the Sewer and Water impact fee studies and capital facilities plans with representatives from Lewis Young Robertson & Burningham. The Council will provide feedback but no motions will be made.

See attached materials from LYRB. The City has been working with LYRB and JUB Engineers to update the capital facilities plans and impact fee studies for the sewer and water systems in Lindon City. This work session is intended for the Council to evaluate the methodology in the studies, discuss the proposed fee updates, and review associated processes for adoption of the updated impact fees. The City anticipates holding a public hearing to adopt the updated impact fees on July 19, 2016. As a reminder, impact fees don't go into effect until 90 days after adoption.

The LYRB overview and summary of proposed impact fee changes is attached. As a reminder, impact fees are collected at the time of a building permit issued for new construction. The combined updated fees for both sewer and water will be less than combined sewer/water existing impact fees as follows:

	PROPOSED	EXISTING	% CHANGE
Water (1" Meter)	\$1,557	\$1,279	22%
Sewer (ERU)	\$1,086	\$2,561	-58%
Combined	\$2,643	\$3,840	-31%

The complete engineering studies are quite lengthy and not attached to this staff report, but available for download at these links:

- [Lindon Culinary Water Master Plan & Capital Facilities Plan](#)
- [Lindon Culinary Water Impact Fee Facilities Plan](#)
- [Lindon Sanitary Sewer Master Plan & Capital Facilities Plan](#)
- [Lindon Sanitary Sewer Impact Fee Facilities Plan](#)

These plans are proposed to be reviewed again and adopted as part of the July 19th meeting.

The consultants will review all of the PowerPoint presentation in detail and we've asked representatives from JUB Engineers to also be in attendance to help answer any questions on the plans and studies.

2016 WATER & SEWER IMPACT FEE ANALYSIS

LINDON CITY, UT

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

JULY 2016



INTRODUCTION TO IMPACT FEES

2

- Impact Fees: payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public facilities.
- **“Public facilities”** means only the following impact fee facilities that have a life expectancy of 10 or more years and are owned or operated by or on behalf of a local political subdivision or private entity:
 - Water rights and water supply, treatment, storage, and distribution facilities
 - Wastewater collection and treatment facilities;
 - Storm water, drainage, and flood control facilities;
 - Municipal power facilities;
 - Roadway facilities;
 - Parks, recreation facilities, open space, and trails;
 - Public safety facilities; and/or
 - Environmental mitigation.
- Utah Code Title 11 Chapter 36A, the “Impact Fees Act” outlines the requirements to establish impact fees.

INTRODUCTION TO IMPACT FEES

3

- Before imposing an impact fee, each local political subdivision or private entity shall prepare:



IMPACT FEE FACILITIES PLAN (IFFP)

Identifies the demands placed upon the City's existing facilities by future development and evaluates how these demands will be met by the City. Outlines the improvements which are intended to be funded by impact fees.



IMPACT FEE ANALYSIS (IFA)

Proportionately allocates the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered.

INTRODUCTION TO IMPACT FEES

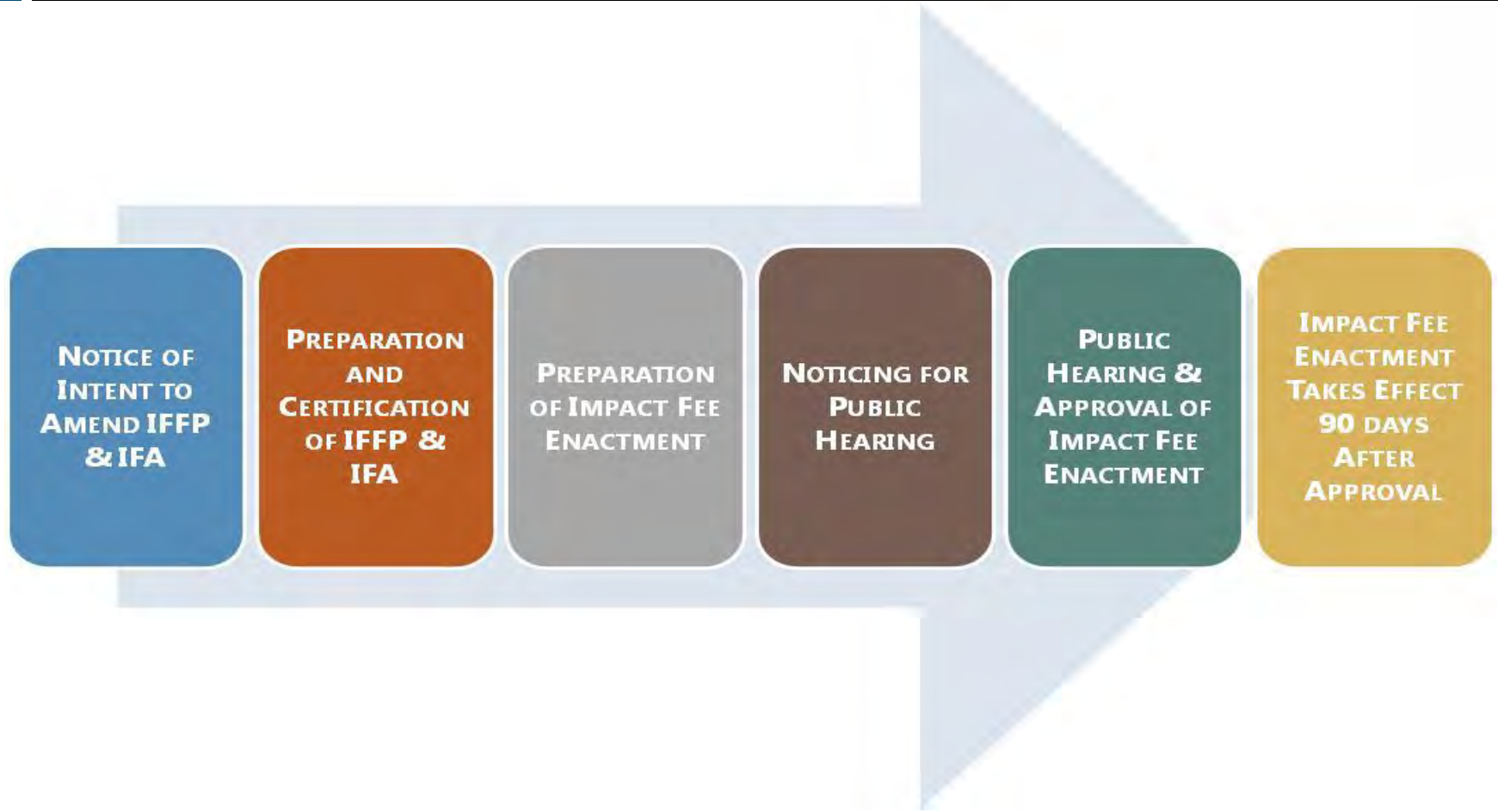
4

- The following elements are important considerations when completing an IFFP and IFA:



IMPACT FEE PROCESS

5



6

WATER

WATER

7

- Service Area:

- Single City-wide service area for culinary water impact fees

- Demand Analysis:

- Equivalent Residential Units (ERUs) expected to increase from 3,984 ERUs in 2015 to 4,839 ERUs in 2025.
- Represents an increase of 855 ERUs. ($AAGR = 2\%$)

WATER

8

□ Level of Service:

□ Source:

- Flow rate: provide a minimum of 712 gallons per day (gpd) per ERU on the peak day
 - 712 gpd was the average peak day demand from 2011-2014. This is also less than the state required minimum for indoor use.
 - Lindon currently has capacity to provide 1,154 gpd per ERU
- Volume: provide a minimum of 146,000 gallons per year per ERU
- Redundancy: meet peak day demand with any single source offline

□ Treatment:

- **The minimum level of service related to water quality and treatment is in compliance with the applicable “Primary” standards established by the Utah Administrative Code Section 309-200, Monitoring and Water Quality: Drinking Water Standards.**

□ Storage:

- Equalization Storage: 400 gpd per ERU for indoor and outdoor storage (based on three year average day demand)
- Fire Storage: 810,000 gallons
- Emergency Storage: 12 hours of average day demand

□ Distribution:

- Level of service related to pressure is: Minimum of 20 psi with fire flow during peak day demand, minimum of 30 psi during peak instantaneous demand, and a minimum of 40 psi during peak day demand.
- Level of service related to fire flow is maintaining 20 psi system-wide while providing other minimum gallons per minute as described in the 2016 Water CFP, page 16.

WATER

9

□ Source Existing Inventory and Excess Capacity:

□ Excess Capacity (Including all Wells):

	gpd	ERUs Served
Total Capacity (All Wells)	4,599,360	6,460
Current Source Demand (2015)	2,836,608	3,984
Excess Capacity (2015)	1,762,752	2,476

□ Excess Capacity (Excluding Well #4):

	gpd	ERUs Served
Total Capacity (Less Well #4)	1,863,360	2,617
Current Source Demand (2015)	2,836,608	3,984
Excess Capacity (2015)	(973,248)	(1,367)

- In order to meet LOS for Redundancy, no excess capacity is available.

WATER

10

□ Storage Existing Inventory and Excess Capacity:

STORAGE EXCESS CAPACITY							
DESCRIPTION	YEAR	CONSTRUCTION COST INDEX FACTOR	PERCENT FUNDED BY CITY	PERCENT TO BE USED BY 10-YR GROWTH	TOTAL COST	TOTAL ADJUSTED HISTORIC COST	COST ELIGIBLE FOR IMPACT FEE COLLECTION
835 East Tank	1997	1.721	100%	36%	\$1,668,036	\$969,374	\$350,139
835 East Tank	1960	12.166	100%	19%	\$885,982	\$72,823	\$13,595
Canberra Tank	1995	1.832	0%	32%	\$637,470	\$347,890	\$0
2 MG Tank	1980	NA	100%	22%	\$503,800	\$503,800	\$108,854
Total						\$1,893,887	\$472,588

□ Distribution Existing Inventory and Excess Capacity

DISTRIBUTION EXCESS CAPACITY	
SUMMARY OF PIPELINES THAT ARE ELIGIBLE FOR IMPACT FEE COLLECTION	IMPACT FEE ELIGIBLE COST
Total Distribution	\$682,540

WATER

11

- Capital Facilities Analysis:
 - ▣ Projects Needed within IFFP Horizon:

Project #	Project Name	Estimated Cost (Rounded, 2015 \$)*	Point at Which Project is Needed	% of Project related to Existing	% of Project Related to New Growth	City Funds	Impact Fees	10 Year Portion
Future Source								
1	Well #3 Capacity Upsize, Building Improvements, and 8" Line Extension to provide Existing Source Redundancy	\$457,163	Now (Redundancy)	53%	47%	\$242,338	\$214,825	\$151,581
*This is the remaining cost after removing the portion of cost related to replacement and the amount funded by the impact fee fund balance.								

10 Year Portion calculated based on dividing the ten-year growth (855 ERUs) by growth proportion of facility capacity (1,212 ERUs). This number varies slightly from the estimate shown in the IFFP since a portion of the impact fee fund balance has been applied to this project.

Well #3 Capacity Upsize	gpm	gpd	ERUs Served	%
Total Capacity of Well #3 after Upsizing	1,900	2,736,000		
New Capacity Added	1,275	1,836,000		
Capacity Reserved for Existing Development		973,248	1,367	53%
Total Capacity Available for New Development		862,752	1,212	47%

WATER

12

□ Cost per ERU Calculation:

	Growth Related Costs within IFFP Horizon	ERUs Served	Fee Per ERU
Excess Capacity (Buy-In Component)			
Storage Excess Capacity	\$472,588	855	\$553
Distribution Excess Capacity	\$682,540	855	\$798
Future Improvements			
Source Future Improvements	\$151,581	855	\$177
Other			
Professional Expense	\$24,435	855	\$29
Total	\$1,394,388		\$1,557

Meter Size (Inches)	ERU Multiplier	Impact Fee per Meter Size	Existing Impact Fee per Meter Size	% Change
1	1.00	\$1,557	\$1,279	22%
1 1/2	1.29	\$2,001	\$1,644	22%
2	2.07	\$3,225	\$2,649	22%
3	7.86	\$12,232	\$10,049	22%
4	10.00	\$15,569	\$12,790	22%

13

SEWER

SEWER

14

- Service Area:
 - ▣ Single City-wide service area for culinary water impact fees

- Demand Analysis:
 - ▣ Equivalent Residential Units (ERUs) expected to increase from 3,908 ERUs in 2015 to 5,203 ERUs in 2025.
 - ▣ Represents an increase of 1,295 ERUs. (AAGR = 2.9%)

SEWER

15

□ Level of Service:

- General: Average Day Demand per ERU = 266 gallons per day (gpd)

□ Collection/Transmission:

- Peak instantaneous variable "n" value flow (or "q") divided by full flow (or "Qfull") of less than or equal to 85%, which corresponds to a flow depth of about 78%.

□ Lift Station Facilities:

- Pumps must have a capacity such that 85% of maximum pumping capacity (while maintaining a standby pump) equals or exceeds the peak hour flowrate into the lift station.

□ Wastewater Treatment:

- Lindon has contracted with Orem City for them to treat an average monthly daily flow of 1.65 MG. Lindon's level of service is 1.65 MGD monthly average daily flow.

SEWER

16

□ Collection/Transmission Existing Inventory and Excess Capacity:

	IMPACT FEE ELIGIBLE REIMBURSEMENT
Existing Sanitary Sewer Pipes Reserve Capacity Detail	\$482,235
Non-Modeled Existing Sanitary Sewer Pipes Reserve Capacity Detail	\$12,827
Total	\$495,062
<i>Source: 2016 IFFP, Tables C-1 and C-2</i>	

□ Lift Station Existing Inventory and Excess Capacity:

	TOTAL COST	% TO LINDON	LINDON SHARE	% RESERVE CAPACITY USED IN THE NEXT 10 YRS	COST OF RESERVE CAPACITY USED IN NEXT 10 YRS
Geneva Lift Station Construction Cost	\$1,754,664	85.12%	\$1,493,570	15.46%	\$230,942
<i>Source: 2016 IFFP, page 4</i>					

SEWER

17

□ Wastewater Treatment Existing Inventory and Excess Capacity:

	TOTAL COST	% TO LINDON	LINDON SHARE	CAPACITY ADDED WITH EXPANSION	% RESERVE CAPACITY USED IN THE NEXT 10 YRS	COST OF RESERVE CAPACITY USED IN NEXT 10 YRS
Cost of Orem WRF Expansion	\$12,294,322	12.24%	\$1,504,825.00	0.495	40.80%	\$613,969

Source: 2016 IFFP, page 4

SEWER

18

- Capital Facilities Analysis:
 - ▣ Projects Needed within IFFP Horizon:

PROJECT NAME	ESTIMATED TOTAL COST (ROUNDED)	PROJECT TIMELINE	PROJECT IMPROVEMENT	CITY FUNDS	IMPACT FEE (NEXT 10 YEARS)	FUTURE IMPACT FEE
Install Flow Metering and VFDs Lift Station #4, and #5. Install Backup Power and SCADA at Lift Station #5.	\$79,000	2016		\$79,000		
Abandon Lift Station #1 and #3, and Install Gravity Main to Anderson Farms Lift Station	\$588,000	2016		\$489,317	\$24,879	\$73,804
Install Lift Station #7	\$2,647,000	2016	\$2,367,000	\$233,926	\$12,233	\$33,841
Install 8-inch Force Main from Anderson Farms Lift Station to Existing 8-inch on 200 South (City pays for upsizing from 6-inch to 8-inch) Install 10-inch Force Main from 200 South and 800 West to Freeway Crossing (City pays for upsizing from 8-inch to 10-inch)	\$596,000	2016	\$522,800	\$61,155	\$3,198	\$8,847
Abandon Lift Station #2 and Install Gravity Pipe Connection to Anderson Ln	\$146,000	2020		\$146,000		
Infiltration Reduction Lining ⁴	\$2,036,000	2027				\$2,036,000
Total (Rounded)	\$6,092,000		\$2,889,800	\$1,009,398	\$40,310	\$2,152,492

Source: 2015 Master Plan, Table 13, page 21

SEWER

19

□ Cost per ERU Calculation:

IMPACT FEE CALCULATION	GROWTH RELATED COSTS WITHIN IFFP HORIZON	ERUS SERVED	FEE PER ERU
Excess Capacity			
Collection/Transmission Facilities	\$495,062	1,295	\$382
Lift Station Facilities	\$230,942	1,295	\$178
Wastewater Treatment	\$613,969	1,295	\$474
Future Improvements			
Lift Station Facilities	\$40,310	1,295	\$31
Other			
Professional Services	\$26,664	1,295	\$21
Total	\$1,406,947		\$1,086

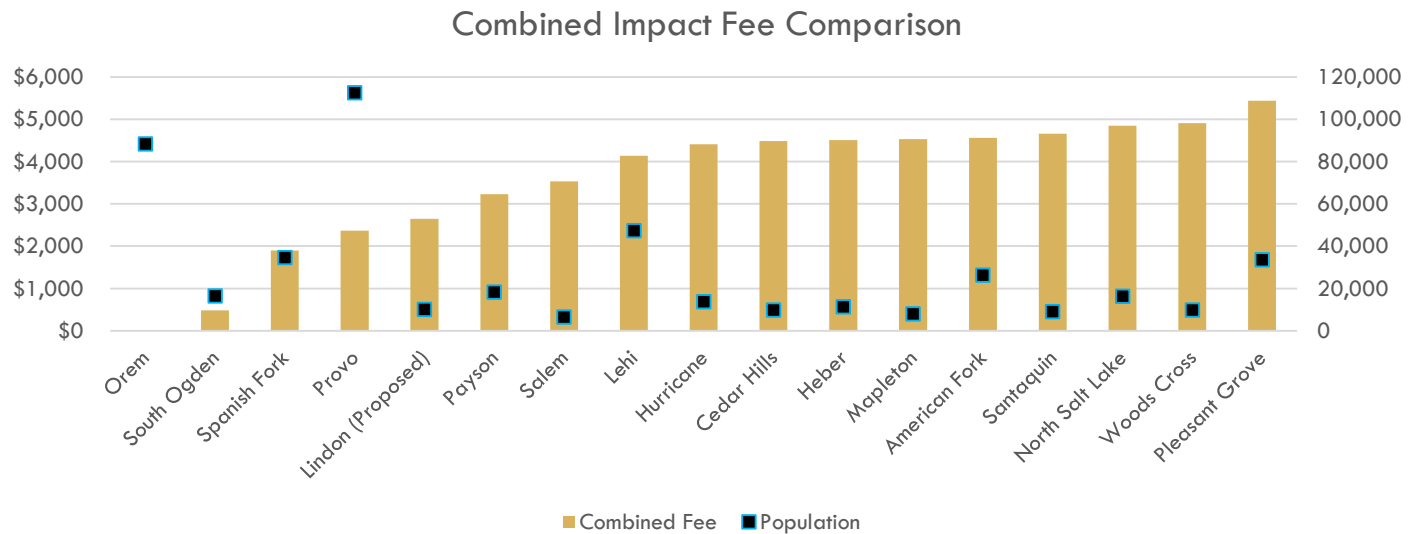
	PROPOSED FEE	EXISTING FEE	CHANGE
Impact Fee per ERU	\$1,086	\$2,561	-58%

COMBINED IMPACT

20

□ Illustration of Total Impact for Water and Sewer:

	PROPOSED	EXISTING	% CHANGE
Water (1" Meter)	\$1,557	\$1,279	22%
Sewer (ERU)	\$1,086	\$2,561	-58%
Combined	\$2,643	\$3,840	-31%



REGULAR SESSION – 7:00 P.M. - Conducting: Carolyn Lundberg, Mayor pro tem

Pledge of Allegiance: By Invitation

Invocation: Matt Bean

Item 1 – Call to Order / Roll Call

July 5, 2016 Lindon City Council meeting.

Jeff Acerson

Matt Bean

Van Broderick

Jake Hoyt

Carolyn Lundberg

Dustin Sweeten

Staff present: _____

Item 2 – Presentations and Announcements

- a) Comments / Announcements from Mayor and Council members.
- b) OATH OF OFFICE CEREMONY – Newly appointed Councilmember, Dustin Sweeten, will be sworn into office by Mayor pro tem, Carolyn Lundberg, to fill the vacant Council term through the first Monday of January 2018.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes: **June 21, 2016**

The Lindon City Council held a regularly scheduled meeting on **Tuesday, June 21, 2016, beginning at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 7:00 P.M.

Conducting: Jeff Acerson, Mayor
 Pledge of Allegiance: Dustin Sweeten
 Invocation: Jake Hoyt, Councilmember

PRESENT

ABSENT

Jeff Acerson, Mayor
 Matt Bean, Councilmember
 Van Broderick, Councilmember
 Carolyn Lundberg, Councilmember
 Jacob Hoyt, Councilmember
 Adam Cowie, City Administrator
 Hugh Van Wagenen, Planning Director
 Cody Cullimore, Chief of Police
 Kathryn Moosman, City Recorder

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

2. **Presentations/Announcements** –

a) **Mayor/Council Comments** – There were no announcements at this time.

b) **Presentation:** The Lindon City Mayor and Council recognized Kristen Colson, Lindon City Finance Director, for receiving a Certificate of Achievement for Excellence in Financial Reporting and also receiving the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA). Kim Coleman, representing the Utah Government Finance Office, was in attendance to present the award. He noted this Certificate of Achievement is for the CAFR, or audit report, and has been awarded to Lindon City for the 7th consecutive year. Mr. Coleman gave some background noting the certificate program was implemented 70 years ago to improve transparency, disclosure, compliance and quality in the budget. He noted that a lot of extra work has to be done to receive this award that also enhances the quality and disclosure of the budget. He added it also requires year-long monitoring in addition to the approval process and the actual audit itself. Mr. Coleman stated this is a huge effort that takes a lot of time and review by staff and the auditors and comes from the top level and flows on down through. He then presented the award to Ms. Colson. Mayor Acerson and the Council thanked Ms. Colson for her efforts and good service to the city.

c) **Presentation:** The Little Miss Lindon Junior Rodeo, Shawnee Hayward, Beth Barney, Jaci Carter, Holly Stokes, Emma Rose, and Mary Barney were in

attendance to address the Council at this time. The Royalty stated they are excited to announce they will be doing an upcoming service project called the cowgirl/rodeo clinic. They feel this will bring a lot of Lindon together where interested people can learn everything that comes with owning a horse. They will also host a horse show on Thursday at the Lindon Days celebration where they will have an open horse show to compete with different events. On Friday at Lindon Day's there will be the Junior Rodeo at the horse arena for those who want to be involved in rodeo that will include events like the barrels, greased pig, chicken catch etc. where attendees can participate even if they don't have a horse. The Royalty also invited the Mayor and Council to be in the grand entry at the rodeo.

Mayor Acerson commented that they are excited for their service and participation and the events they will sponsor and bring to the community.

3. **Approval of Minutes** – The minutes of the regular meeting of the City Council meeting of June 7, 2016 were reviewed.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 7, 2016 AS AMENDED. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE

THE MOTION CARRIED UNANIMOUSLY.

4. **Consent Agenda** – No items.

5. **Open Session for Public Comment** – Mayor Acerson called for any public comment not listed as an agenda item. There were several in attendance who addressed the Council as follows:

Joe Martel: Mr. Martel stated he owns Martel Farms and has been a Lindon resident since 1995. Mr. Martel stated his concern is regarding the water resources of Lindon City's secondary irrigation and the North Union Canal company shares held by Lindon City property owners. He stated when the city started the pressurized irrigation system they converted over and this timing also coincided with the subdivision developments around them that removed the ditch to their neighborhood. He mentioned that he stills owns ½ share of water representing the land that was developed into a required roadway. He noted that he and many other share owners value these unused shares as it affords them the capability to develop land in the future, as the city requires water shares to develop land. He explained that on December 31, 2015, water share owners were notified that the State of Utah would start an audit of the North Union Canal and he believes this is the first step of adjudication of water rights and the likely result of this process is that

the unused shares will be forfeited back to the State. He mentioned that Orem City values North Union water shares and has been purchasing shares in anticipation for future city growth and development. He pointed out that Cities are allowed to stockpile water shares whereas individuals are not. This year the pressurized irrigation reservoirs have been under increasing demand and the amount of water coming down the ditch to supply the reservoirs has been difficult to supply the necessary water; there is even talk of rationing the water to secondary uses. Mr. Martel then stated his proposed solution that will benefit secondary water users, holders of North Union Canal shares and Lindon City's future growth. That solution would be that Lindon City rent North Union Canal water shares at a minimal fee.

Mr. Cowie commented that the engineers are looking into this issue with the City Attorney as this concept has come up. He noted any shares turned into the city after 2008 are subject to adjudication and reassignment and could be reduced or forfeited even if held by the city. Mr. Martel asked Mr. Cowie if he rented his shares to the city for a minimal cost could that share be used to put more water in the ditch that would put the water to use. Mr. Cowie stated the answer, theoretically is yes, but he doesn't have a definitive answer from the city engineer. It is his understanding that the City has more allocated paper rights than is currently needed because we are planning for a larger population at build out and we need to document that additional shares were used during the watering seasons; this needs to be verified. Mr. Cowie stated when the adjudication notice came out they started meeting monthly with Orem City and Pleasant Grove and all the canal companies that are being adjudicated. They are also communicating with the State Representatives to try and stay on top of this issue. Mayor Acerson stated they will keep Mr. Martel apprised of any updates on this issue.

Ed Rickers: Mr. Rickers stated he has lived in Lindon since 1996 and owns a warehouse where his business has been located for the past 15 years. He also owns property across from Walmart where he has put ¼ million dollars of improvements into the building to try and be a good neighbor. He noted when he bought a larger building he didn't need to operate in this building anymore and it is his understanding that he gave up the right to operate as an automotive business when they put a printing business in that location. He mentioned that 2/3 of the people who have contacted him to buy the property want to put some form of automotive business in there. He would like to explore the options because he does not want to sell the property as an empty lot as it appraises for far less. Mr. Rickers asked if there is something he could do to fit within the city's vision that could be a win-win for him and the city as he feels he is a good neighbor and he would like to be able to sell his building.

Mr. Van Wagenen stated that general auto and vehicle repair are not permitted anywhere in the general commercial zone unless they were operating before that prohibition went into place. Mr. Van Wagenen stated he feels this is a tricky piece of property where there was a structure built for a specific purpose and if it can be reused and re-imagined for other uses to some degree. Mr. Rickers asked about use for auto body for instance. Mr. Van Wagenen stated if the use is fairly close to what is listed in the standard land use table they can perhaps do a compatibility study then they would then have to apply for a code amendment; it is a possibility. He noted that typically, staff has seen that the City Council and Planning Commission do not want to see vehicle

2 repair on State Street. Mr. Rickers asked if the city would consider a variance where the
 4 grandfather rule would apply because it was an automotive business for 40 years. Mr.
 6 Rickers stated this is quite a dilemma because if he can't put some type of automotive
 service in there it is unlikely that he will be able to sell the property and he is imploring
 the Council for their consideration in this matter.

Mayor Acerson asked for feedback from the Council at this time. Councilmember
 8 Lundberg asked about the nature of the positioning of the building and the concern that
 the repair materials would be out front on State Street. Mr. Rickers showed a photo
 10 explaining there is a large, open backyard space where the work will be done. Mayor
 Acerson suggested working with staff to see if there is any flexibility in this situation.
 12 Councilmember Hoyt stated this is a hard situation as this building is amenable to auto
 repair. He also stated the Council will look at this and try to be reasonable in their
 14 consideration of this issue. Councilmember Bean also suggested starting with the
 Planning Commission to see how they feel about an auto body use vs. a traditional repair
 16 shop and get their general opinion.

18 **CURRENT BUSINESS**

- 20 6. **Major Subdivision — Anderson Farms Subdivision, Plat A, 400 North 1700**
West. Ken Watson, on behalf of Ivory Development, LLC, seeks preliminary
 22 approval of a thirty (30) lot subdivision, including dedication of public streets, at
 approximately 400 North 1700 West, in the Anderson Farms Planned
 24 Development (PD) zone. The Planning Commission recommended approval of
 the application with conditions.

26
 Hugh Van Wagenen, Planning Director, led this discussion by giving a brief
 28 background of this agenda item stating Ken Watson (who is in attendance), and on behalf
 of Ivory Development, is seeking preliminary plat approval of a thirty (30) lot major
 30 subdivision, including dedication of public streets, at approximately 400 North 1700
 West (below Creekside Retirement Community), in the Anderson Farms Planned
 32 Development (PD) zone.

Mr. Van Wagenen explained this is the first phase of the Anderson Farms Planned
 34 Development which was recently approved by the Development Agreement between
 Lindon City and Ivory Development. He stated that Plat A consists of 30 units (lots) in
 36 what is considered Parcel B of the Anderson Farms concept plan. He pointed out that the
 Development of Anderson Farms is governed by the Anderson Farms Master
 38 Development Agreement and all standards referred to in this discussion are a part of that
 Agreement. He noted the average lot size of Plat A is 7,637 s.f. with the largest lot being
 40 8,514 s.f. and the smallest being 5,669 s.f. These size of lots are consistent with the
 concept plan and development agreement. Parcel A is an area for the Proctor Ditch
 42 drainage area and is a non-buildable parcel. He stated that new roadways will be built to
 serve the subdivision including an extension of the existing 1700 West street (Custer
 44 Way). He noted that curb, gutter and sidewalk will be installed along the new streets in
 addition to six foot planter strips.

46 Mr. Van Wagenen went on to say this first phase will require a combination
 sewer, ground water, and pressure irrigation system pump station with off-site lines to be

2 built and once built, this infrastructure will serve the remainder of the development. He
 4 explained these systems will need to be operational before any certificates of occupancy
 6 are approved and easements for the sewer and pressure irrigation systems need to be
 8 acquired before the plat is recorded. He noted that no park improvements are required at
 this time. Mr. Van Wagenen stated the Planning Commission voted 4-0 with two absent
 to recommend approval of the subdivision to the City Council with four conditions
 recommended which are included in the sample motion.

Mr. Van Wagenen then referenced an aerial photo of the proposed subdivision,
 concept plan, preliminary Anderson Farms Plat A, street cross sections, off-site utility
 maps followed by some general discussion.

Mr. Cowie noted the sewer lift station will be a significant benefit with cost
 savings. He explained that adding this lift station will eliminate three lift stations and will
 potentially save millions of dollars to the city long-term. From staff's perspective they
 are very interested in trying to make this happen and in participating. He noted that they
 also met with the Timpanogos Residential Treatment Center today and they are willing to
 allow the easement to go through the property and they have reached a final agreement.
 Mr. Cowie mentioned that the City's agreement with Ivory states we will participate on
 the costs for the line and lift station dependent on the flows.

Mr. Cowie further explained they still have to get through the Schaeffer Industry
 property to make this work. After being approached by the city, Schaeffer Industries
 gave a very high number (extreme proposal) to which the city has not replied back yet.
 Mr. Cowie noted if we can't move further to narrow the gap between their desires this
 may be an instance to ask for eminent domain on this easement as the public aspect is
 substantial and this would save the city substantial amounts of money in future costs and
 it would be a good public use; this is not something the City will take lightly and will
 work to achieve a better negotiating point.

Mr. Cowie stated we will continue to work on this issue but time is of the essence.
 Schaeffer can't build on it anyway and the City and Ivory are willing to put in the
 infrastructure at no cost that will allow them to tie into the line which will be a substantial
 improvement to their property. Councilmember Bean asked if the City Attorney has an
 idea on the timeline for the appeals process. Mr. Cowie stated if we were to go through
 the appeal process the very earliest would be August 12th. He noted it does take some
 time as we would have to pass a resolution to consider the eminent domain process. He
 noted they have met with the attorney representing the company several times and they
 are hoping to get to a negotiating point.

Mr. Watson stated they are currently bidding out the subdivision, the pump station
 and the offsite work. He noted they should be underway with the off-site improvements,
 subdivision improvements and pump station improvements by the first or second week in
 July. He pointed out that they would like to have the subdivision paved before the snow
 flies and also the off-site work with the pump station most likely being constructed
 through the winter months. They would also like to record the plat late this year so they
 can get building permits and some home construction going. He pointed out they are
 here tonight to get preliminary approval and they are aware there will be conditions
 associated with the approval and all conditions are very solvable.

Mr. Watson pointed out that the next plat will go in dependent on what people
 want and dependent on how sales go. Mr. Watson also expressed his appreciation to the

city and planning staff as they have been great to work with and very helpful. Councilmember Lundberg mentioned the Lindon City Tree Board would like to have some input on what type of trees will be planted. Mr. Watson stated they don't have a problem with that and will include them in the conversation with the landscape engineer.

Councilmember Broderick mentioned that he understood there was not going to be on street parking. Mr. Van Wagenen explained there will be no on street parking in the townhome area. He pointed out that the street is the required 32 ft. which is the minimum width allowed for emergency vehicles and also allows for on street parking on both sides of the roadway in this subdivision. Councilmember Broderick stated he feels that width feels tight and cluttered and diminishes the community. Mr. Van Wagenen noted they can red curb if there is a real concern.

Mr. Van Wagenen also gave some examples of other areas in the city that have the same or smaller width roadways including the Fieldstone Development. He noted they will see how it plays out and get feedback from the residents. He pointed out that the city has the ability, upon recommendation, to red curb one side of the street if there are real concerns. He clarified that these cross sections were set and approved in the development agreement. He reminded the Council that subdivision applications are administrative in nature and not legislative in nature so in contemplating the decision tonight it is a question if it meets the development agreement or not (in this case). Mayor Acerson clarified this meets the development agreement. Mr. Cowie pointed out that we will spend more for wider roads in maintenance costs etc. and that was part of the consideration.

Councilmember Lundberg pointed out this is not an unreasonably narrow road and the people who choose to live in this neighborhood are choosing this density and the park like setting etc. and there is the option down the road that they can change it. Mayor Acerson questioned the Council if red curbing one side of the road would give any feeling of comfort. Mr. Watson stated the city has the option to red curb one side.

Councilmember Lundberg suggested looking at the data of the last decade to determine if there have been a lot of accidents or complaints or safety concerns in the Fieldstone Development. Chief Cullimore stated they have had a few minor accidents and a few complaints but there should be less traffic going through there because it's a neighborhood and not a through street and it helps to reduce speeds. Mr. Van Wagenen stated that there is no on street parking on the main thoroughfare and is restricted there. But with the local streets the council discussed having the 32 ft. width to allow for on street parking but they can discuss red curbing.

Councilmember Bean stated he is comfortable with this until hearing more from the residents living there. He also suggested to look at the Fieldstone Development noting he doesn't think it feels congested; he is fine with it the way it is. He also doesn't recall discussion on street parking only in the townhomes and apartments not in the subdivision areas. Councilmember Hoyt likes the comparison with Fieldstone as it is the most similar product. Mayor Acerson asked the Council if they would like to red curb it or wait and see if there is any feedback from residents. Councilmember Hoyt stated he would like to do a little more research and have more time to go and look at the Fieldstone Development and make that decision later.

Councilmember Broderick commented that the red curbing idea may be something to look at and may open an avenue to address this. He also understands this but he feels

2 it will feel congested if two vehicles are parked on both sides of the street.
 Councilmember Lundberg asked if there is any give or take on the planter strips. Mr.
 4 Watson stated there is not. Mayor Acerson stated maybe the balance to consider is the
 maintenance costs or to perhaps allow some more time to go down and look at the
 6 Fieldstone Development. Mr. Watson stated he feels there is enough room that this does
 not present an issue and there are not too many instances when two cars are parked on the
 8 street at the same time. Councilmember Hoyt stated he is ready to move forward if we
 can commit to address this at a later council meeting with time to do some research. Mr.
 10 Cowie mentioned they won't have improvements down there for several months and
 changing the cross sections can't be done; the only question is the red curbing.

12 Councilmember Bean expressed his concerns that there will eventually be several
 hundred homes going into this development and this is a significant enough issue that if
 14 there has been this much discussion on the first phase tonight he feels if the residents
 have concerns they will voice them like they did at Fieldstone.

16 Councilmember Hoyt asked for clarification of the phasing timeline. Mr. Watson
 gave a timeline of the phasing of the development noting it depends on property
 18 acquisition and also depends on what the market does; they are anticipating that these
 will go quickly. Mr. Cowie reminded the Council that in the development agreement the
 20 phases are identified but there is no set path. Councilmember Hoyt made mention, for the
 record, that he opposed the development agreement because of the size of the lots and
 22 setbacks, but the decision has been done and it is an administrative decision not a
 legislative decision and falls within code. He stated, for the record, he will vote in support
 24 of this administrative decision tonight but he is not comfortable with the lot size and
 setbacks.

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

28
 COUNCILMEMBER LUNDBERG MOVED TO APPROVE THE
 30 APPLICANT'S REQUEST FOR APPROVAL OF A THIRTY (30) LOT
 RESIDENTIAL SUBDIVISION TO BE KNOWN AS ANDERSON FARMS PLAT A
 32 WITH THE FOUR CONDITIONS RECOMMENDED BY THE PLANNING
 COMMISSION. COUNCILMEMBER BEAN SECONDED THE MOTION. THE
 34 VOTE WAS RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

- 40
 42 **7. Public Hearing— Final Budget for Fiscal Year 2017; Amend FY 2016 Budget**
(Resolution #2-16-8-R). Kristen Colson, Lindon City Finance Director, will
 44 present the proposed Lindon City Budget documents for Fiscal Year (FY) 2017
 beginning July 1, 2016. The City Council will hear public comment on the final
 46 city budget for FY 2017, including the allocation of revenue from the water,
 sewer, storm water and other enterprise funds to the general fund and will set the
 Certified Tax Rate. The tentative budget was presented and approved on April 19,

2 2016. The City Council also held a public work session on the proposed budget
 4 on May 3, 2016 and a public hearing on May 17, 2016 where budget issues were
 6 discussed in detail. The City Council will review the final budget for FY 2017,
 8 review the amended budget for FY 2016, and review the agreement for services
 10 between the RDA and the City, and review the city-wide fee schedule and
 12 compensation programs.

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

20 Adam Cowie, City Administrator, led this discussion by stating what is presented
 22 tonight is the balanced budget proposal for FY2017 and represents significant work from
 24 the Council, Department Heads, and other staff to manage resources wisely. He noted the
 26 increased revenues from new construction (building permit fees) and increased sales
 28 taxes (including PARC tax) have strengthened the financial position of the City. The
 30 General Fund reserve balance (essentially the City's emergency savings) is targeted to be
 32 maintained at 24% of total General Fund revenues. Mr. Cowie stated this represents one
 34 of the best financial positions for the City in nearly a decade.

36 Mr. Cowie went on to say due to the positive nature of the budget some large
 38 equipment purchases and capital improvement projects that have been postponed for
 40 several years are being programmed for purchase and/or completion in FY2017.
 42 Improving fund balances in Utility Enterprise from past increases in rates for services is
 44 also enabling improvements and replacement of critical facilities. Sustainable road
 46 maintenance funding continues to be a financial hurdle for Lindon to overcome.
 However, with Lindon's healthy revenues during the past fiscal year, and projected
 revenues to continue into FY2017, the City is able to commit hundreds of thousands into
 road maintenance projects during FY2017. He pointed out that sustained financial
 resources for roads will continue to be a future challenge.

Mr. Cowie noted that during FY2017 the City anticipates seeing continued
 increase in revenues and expenditures as it grows and sees new development and demand
 for services from residents and businesses. He noted this budget includes proposed
 increases in miscellaneous fees to help cover costs in specific areas, and proposed
 increases in utility rates that have been implemented over a multi-year period in order to
 continue rebuilding depleted utility fund balances and to cover costs of future utility
 replacements. He added that no increase in property taxes are proposed as part of the
 FY2017 budget. He then turned the time over to Ms. Colson to present the final budget.

At this time Ms. Colson distributed an invoice from Utopia that was received
 today as it is something that has changed since the staff report was sent. Mr. Cowie noted
 they propose adding the invoice amount into the amended 2016 budget and not carry it
 forward and close it out as it was an expense that occurred last year. Ms. Colson also
 distributed a handout pointing out several changes on fees, compensation program,
 tuition reimbursement program, and medical and life insurance changes (typographical).
 She also noted Mr. Cowie attended a webinar today and the Utah League of Cities &
 Towns stated the anticipated revenue will not be realized regarding the gas tax. She noted
 the city will receive about \$27,000 not \$63,000 as was initially presented. This change

will be presented in the amended budget after more discussion with the ULCT and the updated projections.

Ms. Colson then presented the 2016-2017 Major Budget Issues as follows:

Budget Issue #1:

Issue: Should Lindon City provide employees with a 0.3% Cost Of Living Allowance (COLA) increase and provide for a merit step or 3.0% increase in January?

Ms. Colson explained the Consumer Price Index (CPI) had an average annual increase of 0.3% from March 2014 to February 2016 according to US Department of Labor. Performance evaluations are performed annually in January at which time merit increases would be available to those who meet a predetermined criteria. Historically, COLA and merit increases have provided somewhat consistent buying power for the employees and have kept salaries competitive and employee morale high. She then referenced the differential fiscal impacts as follows:

Differential Fiscal Impact:

	<u>COLA Only</u>	<u>Merit Only</u>	<u>COLA & Merit</u>
General Fund	\$10,012	\$52,235	\$62,316
Water Fund	\$609	\$3,703	\$4,323
Sewer Fund	\$444	\$973	\$1,420
Storm Water Fund	\$409	\$2,014	\$2,429
Recreation Fund	<u>\$583</u>	<u>\$5,153</u>	<u>\$5,750</u>
Citywide Totals	\$12,057	\$64,079	\$76,238

Ms. Colson explained the merit increase is budgeted based on the unreserved General Fund balance as a percentage of revenue. A 3.0% Merit Increase is budgeted for 2016FY, effective January 1, 2017 and the Merit Increase is awarded based on employee evaluation scores. She noted that both the COLA and Merit increases are reflected in the Proposed Budget. Ms. Colson asked if there were any further questions or concerns at this time. Councilmember Hoyt asked Ms. Colson to check into a combined cap on merit and cola and compare to other cities for next year.

Following some general discussion by the Council the straw poll vote regarding Budget Issue #1 was recorded as follows:

BUDGET ISSUE #1:

THE CITY COUNCIL VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER LUNDBERG	AYE

Budget Issue #2

Issue: Should Lindon City change medical providers for employee insurance and change the employee participation?

Ms. Colson explained that Lindon City provides the following health insurance benefits to the regular fulltime employees.

Coverage Type	City Pays	Employee Pays
Employee Only	Full Medical Premium Full Dental Premium Extra \$50/mo. for extra insurance or to invest*	
Employee + Spouse	Full Medical Premium Full Dental Premium Extra \$100/mo. for extra insurance or to invest*	
Employee + Family	Full Medical Premium Half Dental Premium	Half Dental Premium

*only for employees hired before 1/1/2015

Ms. Colson noted the City currently provides medical insurance through Select Health. There are two types of coverage offered, Traditional and High Deductible Health Plan (HDHP). The City takes the difference in premium between the Traditional and HDHP and deposits that amount into Health Savings Accounts (HSA) for employees on HDHP. Select Health's renewal rate for the 2017 fiscal year (FY) is a 28% increase. Staff worked with First West Benefits (FWB) and Magellan to try to find insurance coverage for employees at a lower premium. She noted there were some insurance companies that did not want to bid on Lindon City's insurance. FWB was able to get a quote from PEHP with only a 22% increase above Lindon City's current premiums with Select Health. Lindon City has previously provided employee insurance through PEHP in the 2014 FY and 2015 FY. Select Health provided employee insurance for the 2016 FY at a 16.3% decrease from PEHP.

Ms. Colson explained that Lindon City has switched insurance providers 3 times in the last 6 years. When the City switched from PEHP (with a plan year of July-June) to Select Health (with a plan year of January to December) on July 1, 2015, employees were able to get credit towards their deductibles, but not towards their out of pocket maximums. She noted if the City switches back to PEHP, employees will not receive credit toward their annual deductibles, nor their out of pocket maximums, because it will be the beginning of PEHP's plan year. She went on to say the employees participated in a survey in which 84% responded that they would rather switch July 1, 2016 and lose their 6 months of spending toward their deductibles and out of pocket maximum, rather than switching on January 1, 2017 and losing 6 months of their spending toward deductibles and out of pocket maximum when PEHP's plan year reset on July 1, 2017. PEHP wants a 3 year commitment if the City switches to them. She then referenced a graph showing how monthly medical insurance premiums have changed since the 2010 FY.

Ms. Colson explained the premiums are all calculated based on the same number of employees and coverage types as we currently have in the 2016 FY so that there are

not any personnel changes affecting the graph; the graph also assumes that the City will use PEHP in the 2017 FY. She noted since the 2010 FY, there has been an annual average increase in medical insurance premiums of 3%. Employee benefits were modified in January 2015 and some of the changes were “tiered down” with the final tier effective July 1, 2016. She noted the savings for the City in the 2017 FY from this final change is \$60,052. She mentioned with this savings, the net increase in employee insurance benefits is \$44,151 (7.1%). She added with these recent changes to employee benefits and employees having to reset their insurance deductibles and out of pocket maximums after only 6 months, the employee participation in premiums has not changed in the budget. She then referenced the differential fiscal impact as follows:

Differential Fiscal Impact:

General Fund	\$53,221
Water Fund	\$1,225
Sewer Fund	\$7,448
Storm Water Fund	\$1,548
Recreation Fund	<u>\$1,299</u>
Citywide Totals	\$44,151

Ms. Colson noted that switching to PEHP effective July 1, 2016 and maintaining the current level of employee participation is reflected in the Proposed Budget.

Following some general discussion by the Council the straw poll vote regarding Budget Issue #2 was recorded as follows:

BUDGET ISSUE #2:

THE CITY COUNCIL VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER LUNDBERG	AYE

Budget Issue #3

Issue: Should Lindon City hire a full-time Building Inspector/Code Enforcement Officer?

Ms. Colson gave some background explaining the Chief Building Official has requested that a full-time Building Inspector/Code Enforcement Officer be hired to assist in the Protective Inspections Department. She pointed out that the growing economy and subsequent construction boom has led to an increase in building permits and the need for more building inspections. She noted the work load for building inspections and code enforcement has exceeded the department personnel’s ability to keep up. She added that code enforcement within the department all but ceased and personnel are working extra hours to maintain the level of service for timely building permit reviews and inspections so additional personnel is needed.

Ms. Colson stated the fiscal impact of the issue stating the salary and benefits for the Building Inspector/Code Enforcement Officer are \$74,328, without COLA and Merit

increases for this position. COLA and Merit increase costs for this position are included with Budget Issue #1. She noted that this position is reflected in the Proposed Budget.

Following some general discussion by the Council the straw poll vote regarding Budget Issue #3 was recorded as follows:

BUDGET ISSUE #3:

THE CITY COUNCIL VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN AYE

COUNCILMEMBER BRODERICK AYE

COUNCILMEMBER HOYT AYE

COUNCILMEMBER LUNDBERG AYE

Budget Issue #4

Issue: Should Lindon City increase Water, Sewer and Storm Water utility rates?

Ms. Colson gave some background of this budget issue stating utility rates should not only cover current operational expenses, but also allow reserves to be established over time in order to fund repairing and/or replacing aging system components and the current utility rates do not meet this objective. She noted the City Engineer conducted an infrastructure assessment and maintenance evaluation as well as a utility rate study to determine and recommend utility rate increases for water, sewer, and storm water utilities. She mentioned the recommendation was to implement an annual increase over five years of 9% for water rates, 4% for sewer rates, and 13% for storm water rate; the annual rate increases began July 1, 2014. She then referenced the recommended rate changes along with the 2016-2017 rates as follows:

Utility	2015-2016 Rates	Recommended 2016-2017 Rates
Water (1" meter)		
Below North Union Canal		
Base	\$17.63	\$19.22
Usage	\$1.45 / kgal	\$1.58 / kgal
Above North Union Canal		
Base	\$19.07	\$20.62
Usage	\$1.54 / kgal	\$1.68 / kgal
Upper Foothills		
Base	\$27.47	\$29.01
Usage	\$1.75 / kgal	\$1.93 / kgal
Sewer		
Base	\$17.65	\$18.69
Usage	\$3.17 / kgal	\$3.30 / kgal
Storm Water (per ESU)	\$6.18	\$6.98

(kgal=1000 gallons; ESU = Equivalent Service Unit, i.e. a single family home)

Ms. Colson noted the monthly increase on a resident's utility bill (using 8,000 gallons below North Union Canal) would be as follows:

Water \$2.63

Sewer \$2.08

2	Storm	\$0.80
	add'l tax	<u>\$0.33</u>
4	Total	\$5.84

6 Ms. Colson then referenced the differential fiscal impacts as follows:

Differential Fiscal Impact:

8	Water Fund	\$115,330
	Sewer Fund	\$ 59,580
10	Storm Water Fund	\$ 72,130

12 Ms. Colson noted these changes are reflected in the Proposed Budget and the revised Fee Schedule.

14 Following some general discussion by the Council the straw poll vote regarding Budget Issue #4 was recorded as follows:

16

BUDGET ISSUE #4:

18 THE CITY COUNCIL VOTE WAS RECORDED AS FOLLOWS:

18	COUNCILMEMBER BEAN	AYE
20	COUNCILMEMBER BRODERICK	AYE
	COUNCILMEMBER HOYT	AYE
22	COUNCILMEMBER LUNDBERG	AYE

24 Ms. Colson then referenced the fee schedule changes with the new fees and proposed fees. She also mentioned the hydrant meter minimum rental charge is \$50.00.
26 She also went over the final budget graph including total city revenues net of fund balances and transfers, citywide expenditures by object, and changes in fund balances.

28 Ms. Colson also went over the items to note including the General Fund Amended Budget for 2015-2016 and the 2016-2017 Budget noting the Utility enterprise funds
30 transfer to the general fund for use in supplementing such city services as fire, police, streets, administration, parks and recreation, and other important city functions. Ms.
32 Colson explained that similar transfers have been made annually from the enterprise fund to the general fund in order to help maintain low property taxes in Lindon. She also
34 presented the parks and recreation graph showing allocation percentages.

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

40 Mayor Acerson called for any further discussion or comments from the Council.
Hearing none he called for a motion on the Final 2016-2017 Fiscal Year Budget.

42

COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION #2016-8-
44 R, APPROVING THE FINAL 2016-2017 FISCAL YEAR BUDGET AND FEE
SCHEDULE, AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND
46 APPROVING SERVICES BETWEEN LINDON CITY AND THE LINDON RDA

2 WITH NO OTHER REQUIREMENTS. COUNCILMEMBER LUNDBERG
 3 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

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

8 THE MOTION CARRIED UNANIMOUSLY.

- 10 8. **Recess to Lindon City Redevelopment Agency Meeting (RDA).** The City
 11 Council will recess their meeting and convene as the Lindon City RDA. After the
 12 RDA meeting, the Council will then reconvene for review of the remainder of
 13 their agenda items.

14 COUNCILMEMBER BRODERICK MOVED TO RECESS THE LINDON
 15 CITY COUNCIL MEETING AT 9:40 PM AND CONVENE AS THE LINDON CITY
 16 REDEVELOPMENT AGENCY BOARD. COUNCILMEMBER BEAN
 17 SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION
 18 CARRIED.

19 BOARDMEMBER BRODERICK MADE A MOTION TO ADJOURN THE
 20 LINDON CITY RDA MEETING AT 9:45 PM AND RECONVENE THE LINDON
 21 CITY COUNCIL MEETING. BOARDMEMBER LUNDBERG SECONDED THE
 22 MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

- 23 9. **Review & Action — Storm Water Management Program updates**
 24 **(Resolution #2016-9-R)** The City Council will review and consider Resolution
 25 #2016-9-R regarding updated SWPPP requirements mandated for local
 26 municipalities and incorporated into Lindon's storm water management program.

27 Mr. Cowie stated city staff has been working with JUB Engineers to update the
 28 required changes to the City's Storm Water Management Program. He referenced the
 29 resolution and documents outlining the updates that will satisfy the requirements of
 30 approving the new program. Mr. Cowie noted the updated SWPPP requirements are
 31 mandated for local municipalities and incorporated into Lindon's storm water
 32 management program. He mentioned that some updates are just typographical issues
 33 along with updates to the organizational charts and assignments, inspection guidance and
 34 additional requirements of the planning department.

35 Mr. Cowie went on to say this plan lays out state mandated directives for the city
 36 in managing storm water. He noted the city will also have to provide an estimated
 37 calculation to the state on total costs of implementing this project plan over the next five
 38 years at a \$75 hr. rate which will factor in overhead and wages; we are not budgeting for
 39 this but only an estimate for time and cost. There was then some general discussion
 40 regarding the updated storm water requirements.

41 Mayor Acerson called for any further discussion or comments. Hearing none he
 42 called for a motion.

COUNCILMEMBER BRODERICK MOVED TO APPROVE RESOLUTION #2016-9-R REGARDING UPDATES TO THE LINDON CITY STORM WATER MANAGEMENT PROGRAM AND POLICIES. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE

THE MOTION CARRIED UNANIMOUSLY.

10. Review & Action — Planning Commissioner Appointment - The City Council will review and consider Mayor Acerson's recommendation to appoint Steven Johnson of 581 N. Locust Ave. to serve as a new Planning Commissioner for Lindon City starting July 12, 2016.

Mr. Cowie referenced the letter of appointment for Steven Johnson to serve as a new Planning Commissioner for Lindon City beginning July 12, 2016. Councilmember Lundberg commented that Mr. Johnson is an excellent member of the community and is willing to serve and he will be an asset to the Planning Commission in this capacity.

Mayor Acerson called for any further discussion or comments. Hearing none he called for a motion.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE APPOINTMENT OF STEVEN JOHNSON TO THE LINDON CITY PLANNING COMMISSION. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE

THE MOTION CARRIED UNANIMOUSLY.

COUNCIL REPORTS:

Chief Cullimore – Chief Cullimore reported that the fireworks restriction signs are going out. He also reported there was a fatal accident on 200 South and Geneva Road on June 15th.

Councilmember Hoyt – Councilmember Hoyt reported he attended a meeting with Community Center Advisory Board (CCAB) and there are a lot of fun things happening this summer. He noted the pine wood derby has been pushed back to September.

Councilmember Broderick – Councilmember Broderick had nothing to report.

Councilmember Bean – Councilmember Bean reported he is happy to get the Planning Commission back to seven members with the appointment of Steven Johnson. He also

reported that the Board of Adjustment is a good group and they are operating when there is a need.

Councilmember Lundberg – Councilmember Lundberg reported she attended an economic conference with the Governor’s office in Vernal today. She also plans to attend the upcoming Wasatch Consortium and she will be happy to report back to the Council for those who cannot attend.

Mayor Acerson – Mayor Acerson reported he is reviewing the council assignments and will be making recommendations and there may be some minor changes. He mentioned that Governor Herbert is having a barbeque tomorrow in Provo and all councilmembers are invited to attend. He also mentioned the employee pool party will be held on the June 30th. He will also be attending the Utah Lake Commission meeting on Thursday morning.

Administrator’s Report:

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

Misc. Updates:

- June newsletter
- July newsletter article: Councilmember Broderick - Article due to Kathy Moosman last week in June.
- Road projects in June
 - 400 West – road improvements pending water line replacement bids
 - Main street repaving (between State and 200 South)
- Resurfacing of Heritage Trail to occur in late June (from Canal Drive to Pioneer Lane).
- Easement acquisition for new sewer lift station
- Clarification on the Cemetery clean-up on June 29th. ALL items will be discarded except permanently mounted vases.
- Misc. Items:

Upcoming Meetings & Events:

- June 14-17 and June 20-24 (1-5pm) – Early voting for Primary Election. Primary Election - June 28th
- June 29th – cemetery clean-up. City will be removing ALL items.
- Offer of 2 million on the Geneva property. Following discussion was not interested in the proposed trailer park at the Geneva property.
- Discussion on limiting watering days temporarily
- July 4th – City offices closed
- July 5th – 6:00 pm work session with LYRB on impact fee updates
- July 19th – Public Hearing to consider adoption of Water & Sewer Impact Fee updates
- July 25th – City offices closed
- August 1st- 6th – Lindon Days

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

4 **Adjourn** –

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

10 Approved – July 5, 2016

12
14

Kathryn Moosman, City Recorder

16
18

Jeff Acerson, Mayor

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

- No Items.

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

6. Review & Action — North Pointe Solid Waste Special Service District Appointment (Resolution 2016-10-R) and recognition of service *(10 minutes)*

This is a request for the Council's formal action to appoint Councilmember Dustin Sweeten as Lindon City's official representative on the North Pointe Solid Waste Special Service District board. The City and the North Pointe Solid Waste District also want to thank Jerald Hatch, who has represented Lindon City on the solid waste district board for approximately 23 years, for his many years of time and service.

See attached resolution.

Sample Motion: I move to (approve, deny, continue) Resolution #2016-10-R appointing Dustin Sweeten to the North Pointe Solid Waste Special Service District Board.

RESOLUTION NO. 2016-10-R

A RESOLUTION APPOINTING LINDON CITY COUNCILMEMBER DUSTIN SWEETEN AS LINDON CITY'S OFFICIAL REPRESENTATIVE ON THE NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT BOARD, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City has need of appointing a representative to the North Pointe Solid Waste Special Service District Board (Board); and

WHEREAS, the current representative, Jerald Hatch, has served in this appointed position on the Board for nearly 23 years, and the City thanks him for his extended service; and

WHEREAS, the City Council and Mayor find it is an appropriate time to change this appointment; and

WHEREAS, Mayor Jeff Acerson recommends assignment and appointment of Councilmember Dustin Sweeten to serve on the Board and to participate and represent the City through various responsibilities as may arise with the Solid Waste District.

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

1. Lindon City Councilmember Dustin Sweeten is hereby appointed to replace Jerald Hatch as Lindon City's voting representative on the North Pointe Solid Waste Special Service District Board.
2. That the appointments and assignments contained herein are effective immediately upon passage.

Adopted and approved this 5th day of July 2016.

By _____
Carolyn Lundberg, Mayor pro tem

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

7. Review & Action — Change Order to Water Line Project to Include Additional Work

(20 minutes)

The City Council will review and consider Change Order No.1 to the current 200 South Culinary Water Line Replacement Project contract with Skip Dunn & Sons Excavation, to have them complete additional water line replacement projects on 400 West between 200 South and 600 South. The estimated cost of the change order is \$174,157.51.

See attached materials from the City Engineer. This water line replacement work is being proposed prior to the completion of the repaving project on 400 West. Details on the project will be reviewed in the meeting. Staff and the City Engineer recommend approval of the change order.

As cost for this work were not known prior to the FY2017 budget adoption the final amount will be included in the first available budget amendment (typically October).

Sample Motion: I move to (approve, deny, continue) Change Order No. 1 to the current 200 South Culinary Water Line Replacement Project, permitting additional water line replacement work to occur on 400 West prior to completion of new paving.



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

June 30, 2016

Adam Cowie, City Administrator
Lindon City Corporation
100 North State Street
Lindon, UT 84042

RE: Culinary Water Line Replacement Project – Phase I – 200 South
Change Order No. 1

Dear Adam:

A copy of Change Order No. 1 accompanies this letter. Change Order No. 1 includes the change to the contract to include abandoning the 4-inch water main and transferring services to the newer 8-inch water main in 400 West between 200 South and 600 South as described in the attached Change Order document.

Replacing the old galvanized water services is particularly expensive in this area because of the retaining walls on the east side of 400 West. If services can be pulled through, it will be less expensive than placing them in an open trench, but often this method doesn't work. Therefore, we asked for a cost for each method, pulling a new service in or digging an open trench. The cost from the contractor if all services were able to be pulled was \$125,082.35 and the cost if all services were installed by an open trench was \$174,157.51. This is much higher than we expected, but there are very difficult water services to be replaced. In order to cover the uncertainty the contractor must bid high enough to cover the risk. We believe it will cost less to pay the contractor for actual work done by paying on an hourly basis for labor and equipment. We would pay for the actual cost of the materials plus the 15 percent markup as outlined in the terms of the agreement.

We believe the cost of transferring the services and abandoning the water main will likely be between \$125,082.35 and \$174,157.51. We recommend that the contract be modified to perform work on 400 West as described above. We also recommend that the contract time be extended 80 days to allow time for the additional work. This would place substantial completion on August 2, 2016 and final completion on August 17, 2016.

After reviewing the change order, please contact us if you have any questions. If the City Council awards the change order on Tuesday July 5th, please sign and return the change order to us.

Best regards,
J-U-B Engineers, Inc.

Mark L. Christensen, P.E.
Project Manager

Enclosures

cc Skip Dunn & Sons Excavating

Change Order No.1

Date of 7/5/2016

Issuance:

Effective 7/6/2016

Date:

Project: Lindon City Culinary Waterline System	Owner: Lindon City Corporation	Owner's Contract No.:
Engineer: J-U-B Engineers, Inc.	Date of Contract: 4/1/2016	
Contractor: Skip Dunn & Sons Excavating	Engineer's Project No.: 5014050	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Transfer of water services from existing 4" water main to newer existing 8" water main from 200 South to 600 South along 400 West. After services are transferred, the 4" main is to be disconnected at 200 South, 600 South, and at the fire hydrant lines at approximately 455 South and 595 South. Plug the two existing tees and one existing cross with 4" plugs and thrust blocks and cap the ends of the abandoned pipe. Also, relocate the fire hydrant and water meter at the northeast corner of 600 South and 400 West 5' to the west.

Attachments: (supporting documents): Attachment A, Sheets C-104 to C-108 and G-003

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$253,876.78	Substantial completion (days or date): <u>30</u>
	Ready for final payment (days or date): <u>45</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :
\$0	Substantial completion (days): <u>0</u>
	Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$253,786.78	Substantial completion (days or date): <u>30</u>
	Ready for final payment (days or date): <u>45</u>
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$174,157.51	Substantial completion (days or date): <u>80</u>
	Ready for final payment (days or date): <u>80</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$428,034.29	Substantial completion (days or date): <u>110</u>
	Ready for final payment (days or date): <u>125</u>

RECOMMENDED:

By: Mark I. Christ
Engineer (Authorized Signature)Date: 6/30/2016

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Skip Dunn & Sons Excavating

230 North Geneva Road
Orem, UT 84058

Phone: (801)226-0359
Fax: (801)224-8832

To:	Lindon City	Contact:	
Address:	946 West Center	Phone:	(801)796-7954
	Lindon, UT 84042	Fax:	
Project Name:	Lindon 400 W Water Service Replacement	Bid Number:	
Project Location:		Bid Date:	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Labor	1.00	HR	\$35.00	\$35.00
	3	Track Hoe W/ Operator	1.00	HR	\$135.00	\$135.00
	4	Backhoe W/ Operator	1.00	HR	\$105.00	\$105.00
	5	Mini Excavator W/ Operator	1.00	HR	\$100.00	\$100.00
	7	Loader W/ Operator	1.00	HR	\$115.00	\$115.00
	7.1	Asphalt Zipper W/ Operator	1.00	HR	\$145.00	\$145.00
	8	Skidsteer W/ Operator	1.00	LS	\$90.00	\$90.00
	8.1	Smooth Drum Roller W/ Operator	1.00	HR	\$85.00	\$85.00
	8.2	Walk Behind Asphalt Saw W/ Operator	1.00	HR	\$60.00	\$60.00
	8.3	Street Sweeper W/ Operator	1.00	HR	\$75.00	\$75.00
	8.5	Water Truck	1.00	HR	\$95.00	\$95.00
	9	17 Ton Dump Truck	1.00	HR	\$95.00	\$95.00
	10	22 Ton End Dump	1.00	HR	\$105.00	\$105.00
	11	34 Ton Truck And Pup	1.00	HR	\$115.00	\$115.00
	11.1	Transports	1.00	HR	\$125.00	\$125.00
	12	Traffic Control	1.00	DDAY	\$600.00	\$600.00

Total Bid Price: \$2,080.00

Notes:

- Does Not Include any Compaction Testing.
- Prices Do Not Include Any Permits,Fee,Layout or Engineering.
- Landscape & Grass replacement is not included in this estimate.
- Prices are for estimating purposes only actual billing will be off of measured quantities.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner. A 2% monthly finance charge will be assessed on all past due amounts.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Skip Dunn & Sons Excavating Authorized Signature: _____ Estimator: _____
---	--

Plot Date:--- Plotted By: Jeremy Burns
Date Created:7/20/2012 X:\CMTILES\PUBL\PROJECTS\JUB\LONDON_G-003-G-003 - LONDON - CIV SERVICE CHANGES AND PRV STATIONS CAD SHEET 00-12-002_G-003_G NOTES.DGN

GENERAL NOTES

200 EAST STREET:

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH LONDON CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO COORDINATE AND SCHEDULE THE TRANSFER OF CULINARY SERVICES WITH LONDON CITY WATER DEPARTMENT SUPERINTENDENT. WATER SERVICES TO BE SHUT DOWN A MAXIMUM OF ONE (1) WORKING DAY (NOT OVERNIGHT).
3. ONCE THE SERVICES ARE TRANSFERRED TO THE NEW LINE, DISCONNECT THE EXISTING 4-INCH MAIN AT CENTER STREET AND 200 SOUTH. PLUG THE TWO (2) EXISTING TEES WITH 4-INCH MJ PLUGS AND THRUST BLOCKING. CAP THE OPEN ENDS OF THE ABANDONED PIPE.
4. ALL BACK FILL MATERIAL SHALL BE APPROVED BY THE CITY ENGINEER.
5. PRIOR TO THE BURIAL OF THE ANY NEWLY INSTALLED WATER CONNECTIONS AND CAPPED EXISTING PIPES, INSPECTIONS WILL BE PERFORMED BY LONDON CITY. CONTRACTOR TO COORDINATE AND SCHEDULE INSPECTION WITH LONDON CITY WATER DEPARTMENT SUPERINTENDENT.
6. CONTRACTOR TO PROVIDE THE CITY WITH A TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION. DO NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN REVIEWED BY CITY ENGINEER.
7. ALL EXISTING UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATED. CONTRACTOR IS RESPONSIBLE TO LOCATE, PROTECT AND PRESERVE ALL EXISTING UTILITIES DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAKE A REASONABLE EFFORT TO PRESERVE AND PROTECT EXISTING LANDSCAPING DURING CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE TO REPLACE ALL LANDSCAPING, SIDEWALK, FENCE, OR OTHER EXISTING FEATURE DAMAGED OR REMOVED DURING THE REPLACEMENT OF THE WATER SERVICES.

400 WEST STREET:

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH LONDON CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO COORDINATE AND SCHEDULE THE TRANSFER OF CULINARY SERVICES WITH LONDON CITY WATER DEPARTMENT SUPERINTENDENT. WATER SERVICES TO BE SHUT DOWN A MAXIMUM OF ONE (1) WORKING DAY (NOT OVERNIGHT).
3. ONCE THE SERVICES ARE TRANSFERRED TO THE NEW LINE, DISCONNECT THE EXISTING 4-INCH MAIN AT 200 SOUTH, 600 SOUTH, AND AT THE FIRE HYDRANT LINES AT APPROXIMATELY 455 SOUTH AND 595 SOUTH. PLUG THE TWO (2) EXISTING TEES AND ONE (1) EXISTING CROSS WITH 4-INCH MJ PLUGS AND THRUST BLOCKING. CAP THE OPEN ENDS OF THE ABANDONED PIPE.
4. ALL BACK FILL MATERIAL SHALL BE APPROVED BY THE CITY ENGINEER.
5. PRIOR TO THE BURIAL OF THE ANY NEWLY INSTALLED WATER CONNECTIONS AND CAPPED EXISTING PIPES, INSPECTIONS WILL BE PERFORMED BY LONDON CITY. CONTRACTOR TO COORDINATE AND SCHEDULE INSPECTION WITH LONDON CITY WATER DEPARTMENT SUPERINTENDENT.
6. CONTRACTOR TO PROVIDE THE CITY WITH A TRAFFIC CONTROL PLAN PRIOR TO CONSTRUCTION. DO NOT BEGIN WORK UNTIL THE TRAFFIC CONTROL PLAN HAS BEEN REVIEWED BY CITY ENGINEER.
7. ALL EXISTING UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATED. CONTRACTOR IS RESPONSIBLE TO LOCATE, PROTECT AND PRESERVE ALL EXISTING UTILITIES DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAKE A REASONABLE EFFORT TO PRESERVE AND PROTECT EXISTING LANDSCAPING DURING CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE TO REPLACE ALL LANDSCAPING, SIDEWALK, FENCE, OR OTHER EXISTING FEATURE DAMAGED OR REMOVED DURING THE REPLACEMENT OF THE WATER SERVICES.

EXISTING UTILITIES

1. APPROXIMATE LOCATIONS OF UTILITIES ARE SHOWN ON THE PLANS. THEY ARE TO BE USED FOR GENERAL INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE APPROPRIATE UTILITY COMPANY FIELD-LOCATE ANY UTILITY INSTALLATIONS WHICH MIGHT BE AFFECTED BY CONSTRUCTION PRIOR TO BEGINNING WORK IN THAT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR RESTORING ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. DEPTHS AND ELEVATIONS OF UTILITIES ARE UNKNOWN UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL FIELD VERIFY UTILITY DEPTHS, ELEVATIONS, ANY DISCREPANCIES AND/OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

INSPECTION AND TESTING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLUSHING, DISINFECTION, LEAK, PRESSURE, BACTERIOLOGICAL, AND COMPACTION. ALL TESTS SHALL MEET MINIMUM ENGINEER REQUIREMENTS. SEE THE CONTRACT DOCUMENTS AND DRAWINGS FOR FREQUENCY OF TESTING. RESULTS ARE TO BE DELIVERED TO SPECIAL INSPECTOR, OWNER AND ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ENGINEER AND SPECIAL INSPECTOR FOR INSPECTIONS OF WORK AT APPROPRIATE INTERVALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PAY FOR ADDITIONAL INSPECTIONS THAT ARE THE RESULT OF HIS WORKMANSHIP.

CONTACT PHONE NUMBERS

ENGINEER –
TODD TRANE (801) 226-0393 o

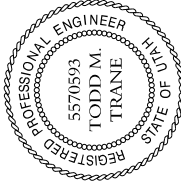
LONDON CITY –
PUBLIC WORKS (801) 796-7954 o



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES

J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com



THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF J-U-B ENGINEERS, INC. AND ARE NOT TO BE USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

REVISION		BY		DATE
NO.	DESCRIPTION			

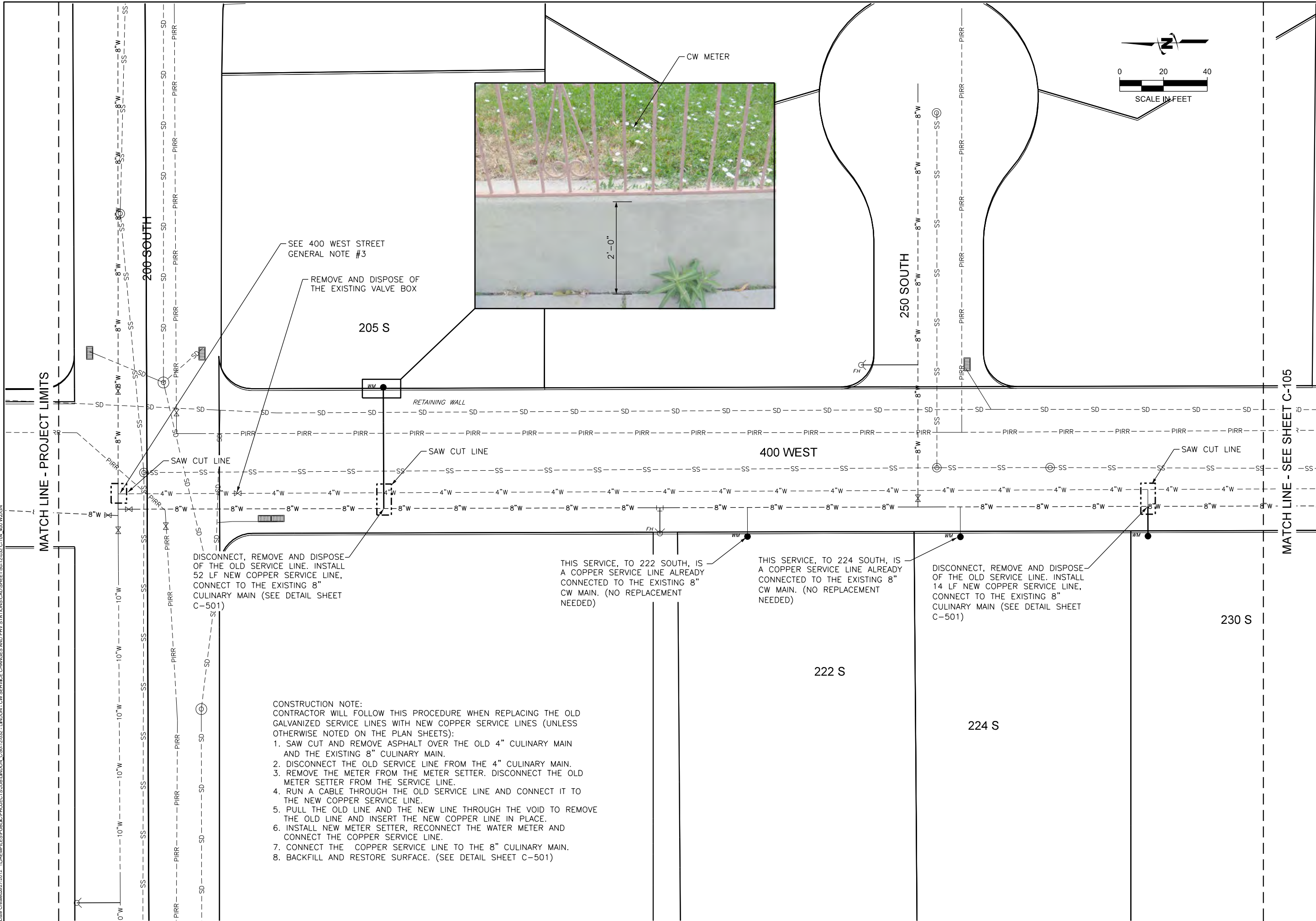
LONDON CULINARY WATER SERVICE CHANGES
AND PRV STATIONS PROJECT

GENERAL NOTES
LONDON CITY CORPORATION
LONDON, UTAH

FILE : 50-12-032_G-003_G_NOTES
JUB PROJ, #: 50-12-032
DRAWN BY: EEA
DESIGN BY: TMT
CHECKED BY: TMT / MLC
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/23/2016

SHEET NUMBER:

G-003



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com

REUSE OF DRAWINGS

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF J-U-B ENGINEERS, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

NO.	REVISION	DESCRIPTION	BY	DATE

LINDON CULINARY WATER SERVICE CHANGES
AND PRV STATIONS PROJECT

SITE PLAN SHEET
LINDON CITY CORPORATION
LONDON, UTAH

FILE : 50-12-032 C-104_400 W

JUB PROJ. #: 50-12-032

DRAWN BY: EEA

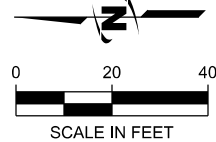
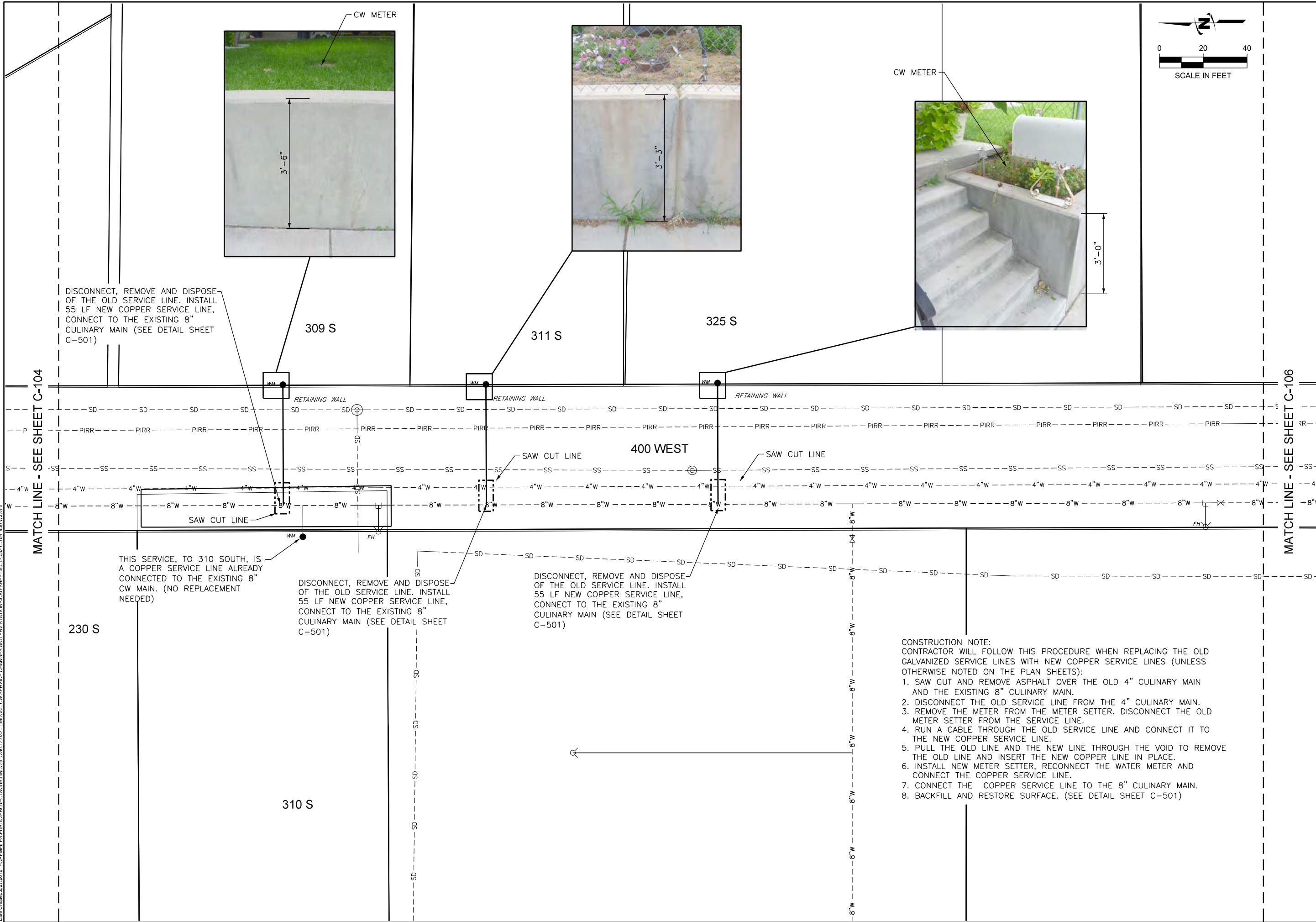
DESIGN BY: TMT

CHECKED BY: MLC

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY

LAST UPDATED: 8/2/2012

SHEET NUMBER:
C-104



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com

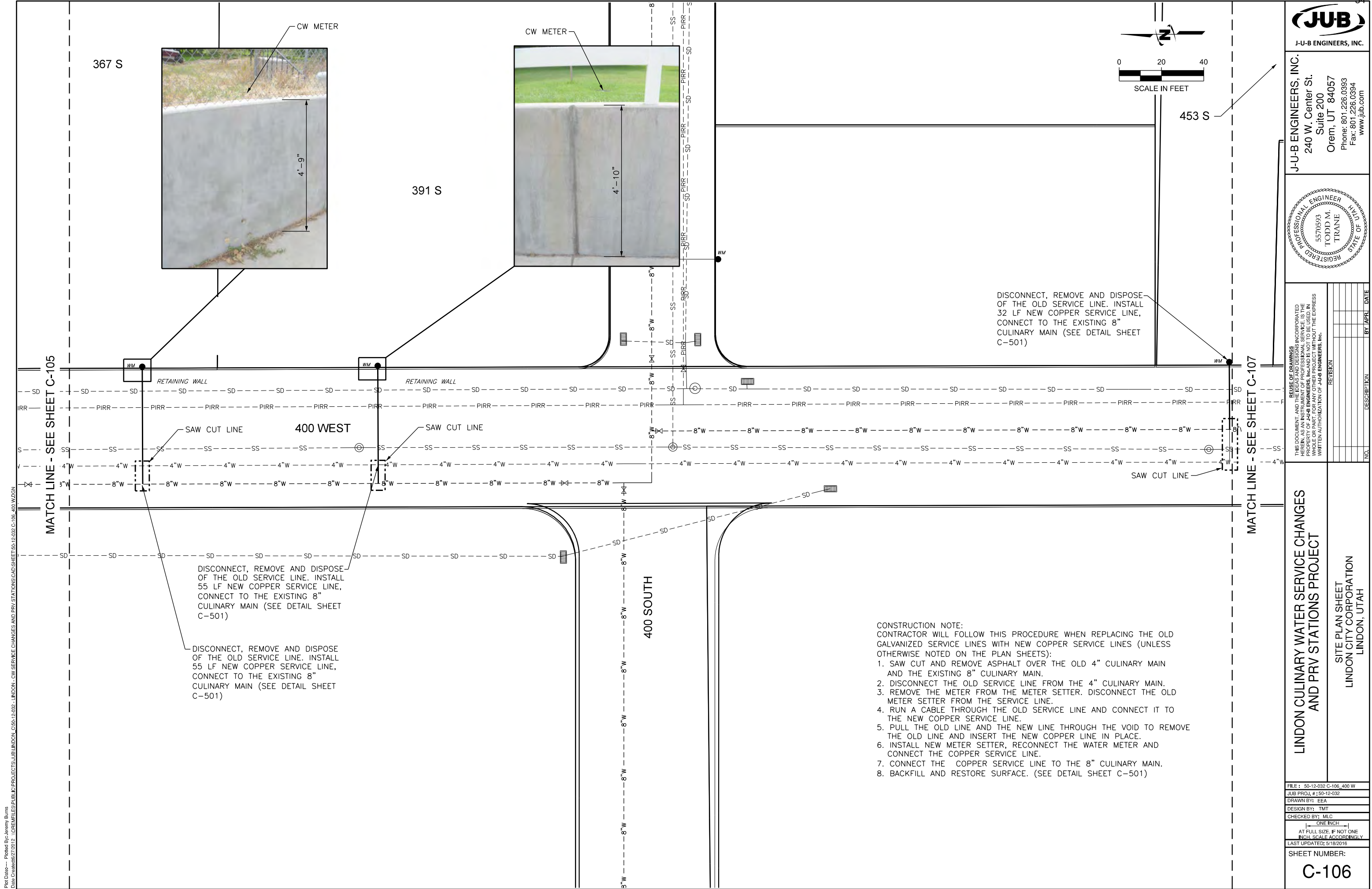
REUSE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF JUB ENGINEERS, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR PART OF ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.


NO.	REVISION	DESCRIPTION	BY	DATE

LINDON CULINARY WATER SERVICE CHANGES
AND PRV STATIONS PROJECT

SITE PLAN SHEET
LINDON CITY CORPORATION
LINDON, UTAH

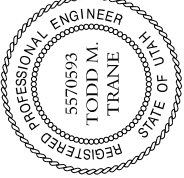
FILE: 50-12-032 C-105_400 W
JUB PROJ. #: 50-12-032
DRAWN BY: EEA
DESIGN BY: TMT
CHECKED BY: MLC
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 8/2/2012
SHEET NUMBER:
C-105





J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com



REGISTERED PROFESSIONAL ENGINEER
TODD M. TRANE
5570593
STATE OF UTAH

REUSE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF J-U-B ENGINEERS, INC. AND SHALL NOT BE REPRODUCED, COPIED, OR USED IN WHOLE OR PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

NO.	REVISION	DESCRIPTION	BY	DATE

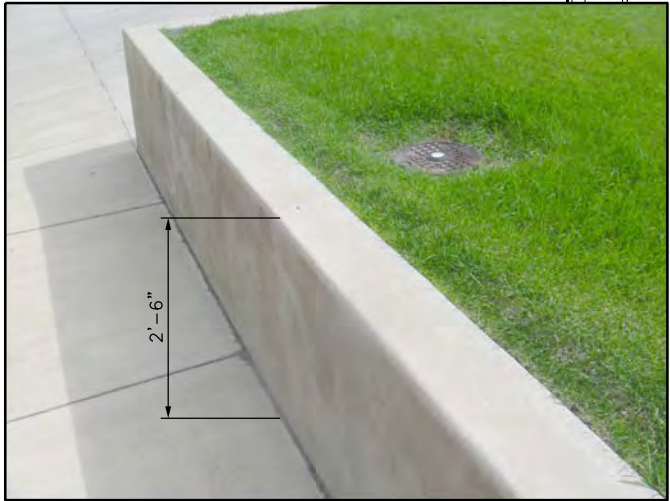
LINDON CULINARY WATER SERVICE CHANGES
AND PRV STATIONS PROJECT

SITE PLAN SHEET
LINDON CITY CORPORATION
LINDON, UTAH

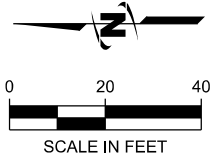
FILE: 50-12-032 C-106_400_W
JUB PROJ. #: 50-12-032
DRAWN BY: EEA
DESIGN BY: TMT
CHECKED BY: MLC
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/18/2016
SHEET NUMBER:
C-106

Plot Date:--- Plotted By: Jeremy Burns
Date Created:6/27/2012 XREF:MLT55-PUB-10-PROJECTS-JUB-UNION_C-107-12-032 - LINDON - CIV SERVICE CHANGES AND PRV STATIONS CAD SHEET 55-12-032 C-107 400 W.DGN

453 S



CW METER



SCALE IN FEET

455 S

473 S

489 S

MATCH LINE - SEE SHEET C-106

MATCH LINE - SEE SHEET C-108

400 WEST

DISCONNECT, REMOVE AND DISPOSE OF THE OLD SERVICE LINE. INSTALL 32 LF NEW COPPER SERVICE LINE. CONNECT TO THE EXISTING 8" CULINARY MAIN. (SEE DETAIL SHEET C-501)

DISCONNECT, REMOVE AND DISPOSE OF THE OLD SERVICE LINE. INSTALL 32 LF NEW COPPER SERVICE LINE. CONNECT TO THE EXISTING 8" CULINARY MAIN. (SEE DETAIL SHEET C-501)

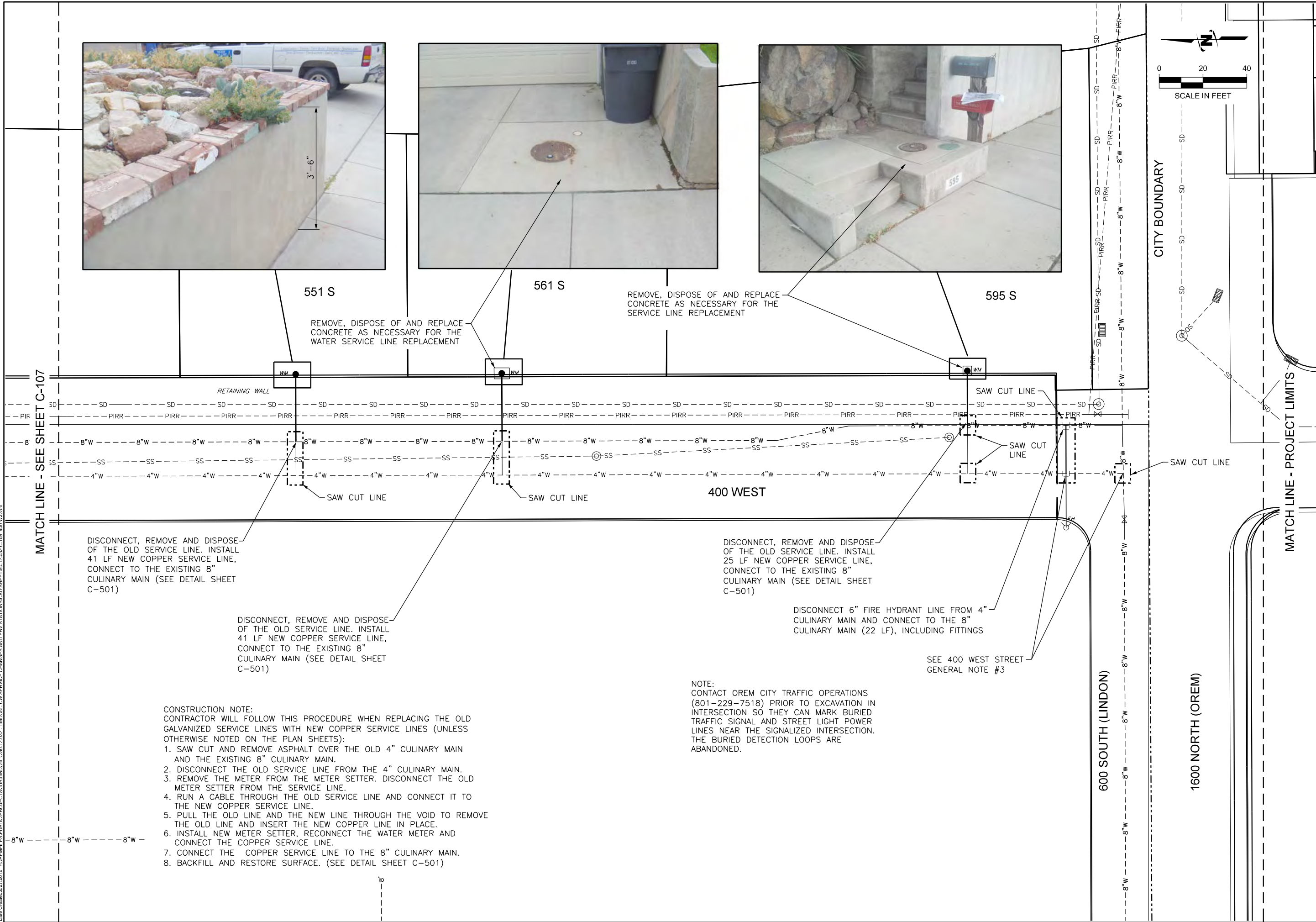
DISCONNECT, REMOVE AND DISPOSE OF THE OLD SERVICE LINE. INSTALL 32 LF NEW COPPER SERVICE LINE. CONNECT TO THE EXISTING 8" CULINARY MAIN. (SEE DETAIL SHEET C-501)


- CONSTRUCTION NOTE:
CONTRACTOR WILL FOLLOW THIS PROCEDURE WHEN REPLACING THE OLD GALVANIZED SERVICE LINES WITH NEW COPPER SERVICE LINES (UNLESS OTHERWISE NOTED ON THE PLAN SHEETS):
1. SAW CUT AND REMOVE ASPHALT OVER THE OLD 4" CULINARY MAIN AND THE EXISTING 8" CULINARY MAIN.
 2. DISCONNECT THE OLD SERVICE LINE FROM THE 4" CULINARY MAIN.
 3. REMOVE THE METER FROM THE METER SETTER. DISCONNECT THE OLD METER SETTER FROM THE SERVICE LINE.
 4. RUN A CABLE THROUGH THE OLD SERVICE LINE AND CONNECT IT TO THE NEW COPPER SERVICE LINE.
 5. PULL THE OLD LINE AND THE NEW LINE THROUGH THE VOID TO REMOVE THE OLD LINE AND INSERT THE NEW COPPER LINE IN PLACE.
 6. INSTALL NEW METER SETTER, RECONNECT THE WATER METER AND CONNECT THE COPPER SERVICE LINE.
 7. CONNECT THE COPPER SERVICE LINE TO THE 8" CULINARY MAIN.
 8. BACKFILL AND RESTORE SURFACE. (SEE DETAIL SHEET C-501)

NO.	REVISION	DESCRIPTION	BY	DATE

LINDON CULINARY WATER SERVICE CHANGES
AND PRV STATIONS PROJECT

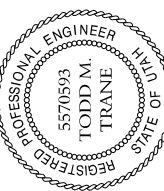
SITE PLAN SHEET
LINDON CITY CORPORATION
LINDON, UTAH





J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com



REGISTERED PROFESSIONAL ENGINEER
TODD M. TRANE
5570593
STATE OF UTAH

REUSE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF J-U-B ENGINEERS, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR PART OF ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

NO.	REVISION	DESCRIPTION	BY	DATE

LINDON CULINARY WATER SERVICE CHANGES
AND PRV STATIONS PROJECT

SITE PLAN SHEET
LINDON CITY CORPORATION
LINDON, UTAH

FILE: 50-12-032 C-108_400 W
JUB PROJ. #: 50-12-032
DRAWN BY: EEA
DESIGN BY: TMT
CHECKED BY: MLC
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 8/6/2012
SHEET NUMBER:
C-108

8. Review & Action — Franchise Agreement with Redline Telephone Inc. *(5 minutes)*

The City Council will review and consider a franchise agreement with Redline Telephone Inc to allow the company to install and maintain telecommunications infrastructure within Lindon City public property.

See attached Franchise Agreement. These types of agreements are established with any private utility company that uses public right-of-way to distribute its infrastructure through Lindon City. Private providers of gas, power, phone, fiber optic lines, cable, etc., whether buried or overhead, all have similar franchise agreements with the City and pay franchise taxes to the City for the right to use the public spaces for their infrastructure.

Staff and the City Attorney have reviewed the proposed agreement with Redline Telephone Inc. representatives and recommend approval.

Sample Motion: I move to (approve, deny, continue) the franchise agreement between Redline Telephone Inc. and Lindon City.

FRANCHISE AGREEMENT FOR REDLINE TELEPHONE INC. TO OPERATE AND MAINTAIN TELECOMMUNICATIONS FACILITIES IN THE CITY OF LINDON, UTAH

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between Lindon City (hereinafter “City”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 100 North State Street, Lindon, Utah 84042 and Redline Telephone Inc. (hereafter “Provider”), a Utah Corporation with its principal offices at 2607 South Decker Lake Blvd, Suite 100, Salt Lake City Utah, 84119.

RECITALS

WHEREAS, the City has the right and power to regulate and permit the installation, attachment, operation, and maintenance of communications facilities in the Public Right-of-Way within City’s territorial boundaries; and

WHEREAS, Provider wishes to construct, install, operate, and maintain communications facilities within the Public Right-of-Way.

WHEREAS, the City, in exercise of its management of Public Right-of-Way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in Lindon City.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, this Agreement is entered into by and between the parties subject to the following terms and conditions:

SECTION 1. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined shall be given their meaning according to common usage within the communications industry. Words not defined that have no meaning within the communications industry shall be given their common and ordinary meaning

- 1.1 “City” shall mean the City of Lindon
- 1.2 “City Facilities” shall mean all utility poles, conduit, street light poles, and other structures or infrastructure owned and/or controlled by the City.
- 1.3 “FAA” shall mean the Federal Aviation Administration.
- 1.4 “FCC” shall mean the Federal Communications Commission.
- 1.5 “Network Equipment” shall mean all facilities and equipment used by Provider to provide Service, including but not limited to antennas, cables, fiber, repeaters, microwaves, radios, wires, lines, waveguides, poles, towers, conductors, ducts, conduits,

vaults, manholes, amplifiers, appliances, pedestals, or other associated conductors, converters, equipment or facilities, and related hardware, installed by Provider at a particular location to be used for its distribution and provision of Telecommunications Services and other lawful services within the City.

- 1.6 “Owner” shall mean a person with a legal or equitable interest in ownership of real property.
- 1.7 “Person” shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.
- 1.8 “Provider” shall mean Redline Telephone Inc. and its successors, transferees or assignees.
- 1.9 “Public Property” shall mean any real property owned by City other than a Public Right-of-Way.
- 1.10 “Public Right-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Service Area which shall entitle the City and the Provider to the use thereof for the purpose of installing, operating, repairing, and maintaining the Network Equipment, as defined herein. Public Right-of-Way shall also mean any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Provider to the use thereof for the purposes of installing and operating the Provider's Network Equipment over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to delivery of Service or operation of the Network Equipment, as defined herein.
- 1.11 “Resident” shall mean a natural person who lives within the City.
- 1.12 “Service” means any Telecommunication Service, as defined herein, which is offered to any Person in conjunction with, or distributed over, Network Equipment as provided hereunder.
- 1.13 “Service Area” means the present boundaries of Lindon City, and shall include any additions there to by annexation, boundary line adjustments, or other legal means.
- 1.14 “Telecommunications Service” shall have the same meaning as established by Section 52-12-102(122) of the Utah Code.

SECTION 2. GRANT OF NON-EXCLUSIVE FRANCHISE

- 2.1 City Public Right-of-Way. The City hereby authorizes and permits Provider the nonexclusive right, from time to time during the term of this Agreement, to erect, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain Network Equipment in, on, over, under, upon, across and along the Public Right-of-Way in the City.
- 2.2 City Facilities. The City hereby authorizes and permits Provider the nonexclusive right, from time to time during the term of this Agreement, to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain its Network Equipment in or on City Facilities for the purposes of supporting its Network Equipment. In addition, Provider shall have the right to draw electricity for the operation of the Network Equipment from the power source associated with each such attachment to City Facilities, subject to the same usage charges that City charges members of the public for such power usage, if any.
- 2.3 Third Party Facilities. The City hereby authorizes and permits Provider, from time to time during the term of this Agreement, to enter upon the Public Right-of-Way and to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain its Network Equipment in or on poles, conduit, and other structures owned by public utility companies or other entities located within the Public Right-of-Way as may be permitted by the owning entity. All poles and conduit installed within the City shall be made available for attachment or use by Provider, at just and reasonable rates that are applied to public utilities under the formula presently established in 47 U.S.C. § 224.
- 2.4 Agreement Term. The initial term of this Agreement shall commence when adopted as of the Effective Date, and shall expire fifteen (15) years from said date, unless renewed as herein provided.
- 2.5 Conditions of Agreement. The rights afforded to Provider under this Section 2 are granted subject to the conditions herein provided.
- 2.6 Lindon City Telecommunications Rights-of Way Ordinance. City has adopted the Lindon City Telecommunications Rights-of-Way Ordinance which is located in Chapter 5.06 of Title 5 of the Lindon City Code, and said ordinance is adopted and incorporated into this Agreement by reference. The Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined by a court of competent jurisdiction to be unlawful or beyond the City's authority.

- 2.7 Ordinance Amendments. The City reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The City shall give Provider notice as required by law and Provider shall have an opportunity to be heard concerning any proposed amendment. If there is any inconsistency in the substantive provision between the Provider's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during the term of the Agreement.
- 2.8 Licenses. Provider affirmatively represents, and will provide proof upon request of the City, that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.
- 2.9 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

SECTION 3. FRANCHISE FEE.

- 3.1. Franchise Fee. For the Franchise granted herein, the Provider shall pay to the City a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. §§ 10-1-401 to 10-1-410 and adopted and/or modified by the City in Title 3 Chapter 12 of the Lindon City Code.) All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City Utah 84134

- 3.2. Equal Treatment. City shall provide competitively neutral access to the City's Facilities and the Public Right-of-Way in such a way so as to not impose more or less favorable or burdensome requirements or conditions on any competing telecommunications providers. Provider, for its part, agrees not to engage in any illegal, deceptive or unfair trade practice.
- 3.3. Business License and Application Fees. In addition to telecommunication license tax, Provider shall pay any business license fees as may be appropriate and any other application fees and costs for reviews, inspections, and processing of applications submitted by the Provider in conjunction with the exercise of its rights under this agreement as set forth in the Lindon City Fee Schedule as may be amended from time to time.

SECTION 4. CONSTRUCTION, OPERATION AND MAINTENANCE

4.1. Applications.

- A. Prior to installing Network Equipment on City Facilities, the Provider shall submit to the City for review and approval, all proposed location(s) of the Network Equipment on City Facilities. The written application must include drawings and diagrams depicting the location(s) and manner of installation. The City may refuse to allow attachment of Network Equipment to City Facilities where there is insufficient capacity, or for reasons related to safety, reliability, or generally applicable engineering standards, it is found that the proposed locations and/or construction unreasonably interferes with the Public Right-of-Way or creates an unsafe or dangerous condition. In no event shall the City be obligated to replace any City Facilities to accommodate the Network Equipment. Provider must replace, at its sole cost and expense, any replacement pole owned by the City that is needed to accommodate Network Equipment.
- B. For all other installations of Network Equipment, Provider shall obtain all generally applicable permits and/or license that are required of all occupants of the Public Right-of-Way. The City may impose on such permits only those conditions that are necessary to protect structures in the Public Right-of-Way, to ensure the proper restoration of the Public Right-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Right-of-Way. The City shall cooperate and use its best efforts in granting any permits or approvals required and in no event shall City treat Provider's permit applications in a more burdensome manner than City treats Public Right-of-Way access permits of all other public utilities and Telecommunications Services providers.
- C. Provider shall pay all applicable application fees and costs for reviews, inspections, and processing of applications to access the City's Facilities and the Public Right-of-Way as set forth in the Lindon City Fee Schedule as may be amended from time to time.

- 4.2. Compliance with Law. The construction, operation, maintenance, and removal of the Network Equipment shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, the National Electrical Safety Code, the National Electric Code and other applicable federal, state and local laws and regulations.
- 4.3. FCC/FAA. Any Network Equipment antennas and their supporting structures shall comply with applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Administration.
- 4.4. Oversight. The City shall have the right to oversee, regulate and inspect periodically the construction, installation, maintenance, and upgrade of the Network Equipment, and any

part thereof, in accordance with the provisions of this Agreement and applicable law. Provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable the Provider to prove, in reasonable detail, to the satisfaction of the City at all times throughout the term of this Agreement, that the Provider is in compliance with this Agreement and applicable Federal, State, and Local laws.

- 4.5. Restoration of Public Ways and Private Property. If during the course of the Provider's construction, operation, or maintenance of the Network Equipment there occurs a disturbance of any Public Right-of-Way or any damage to the City's Facilities by the Provider, Provider shall replace and restore such Public Right-of-Way or City's Facilities to a condition reasonably comparable to the condition of the Public Right-of-Way or City's Facilities as they existed immediately prior to such disturbance. Provider shall make all such reasonably necessary repairs or restorations at its sole expense.
 - A. If damage to or disturbance of the Public Right-of-Way or City's Facilities remains unrepaired for more than ten (10) days after being notified of the damage or disturbance, City may repair the damage or disturbance, to a condition as good as was prevailing prior to the Provider's work. Provider shall be responsible to reimburse City for one hundred percent (100%) of the total costs of the repairs to the Public Right-of-Way or to the City's Facilities, plus an additional twenty-five percent (25%) of the total costs as compensation to the City for the supervision and administration of the construction and work in making the repairs.
 - B. City may make repairs allowed under this section without prior notice if it determines, in its discretion, that an eminent danger exists due to the disturbance or damage.
- 4.6. Relocation of Network Equipment. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days, the Provider shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Provider when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Provider's services. Upon consent by the City, the Provider may have the right to abandon its underground facilities where it has been proven to not be technically or economically feasible to remove said facilities.
- 4.7. Relocation for a Third Party. The Provider shall, on the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Provider, provided that:
 - A. The expense of such is paid by said person benefiting from the relocation, including, if required by the Provider, making such payment in advance; and

- B. The Provider is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than ninety (90) days for a permanent relocation.
- 4.8. Emergency Alteration of Network Equipment. The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of the Network Equipment and appurtenances on, over or under the Public Right-of-Way, in which event the City shall not be liable therefor to the Provider. The City shall notify the Provider, in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this Section.
- 4.9. Alteration of the Public Right-of-Way by City. If the City determines, in its sole discretion, that it is necessary to change or alter a Public Right-of-Way, upon providing written notification of the change, Provider shall be required to move or remove its Network Equipment from the Public Right-of-Way, without cost to the City. This obligation does not apply to Network Equipment originally located on private property pursuant to a private easement, which property was later incorporated into the Public Right-of-Way, if that private easement grants a superior vested right in the Provider.
- 4.10. Protection of Public Structures and/or Infrastructure. When Provider commences construction, maintenance, repair, upgrade or removal of the Network Equipment, Provider shall, at its own cost and expense, protect any and all existing structures and infrastructure belonging to the City. Provider shall obtain the prior written consent of the City to alter any water main, power facility, sewerage or drainage system, or any other municipal structure or infrastructure on, over or under the Public Right-of-Way of the City.
- A. In the event that City agrees to allow the alteration any of the above referenced infrastructure, any such alterations shall only be made by the City or its designee and Provider shall reimburse the City for one hundred percent (100%) of the total costs of the alterations to the public infrastructure, plus an additional twenty-five percent (25%) of the total costs as compensation to the City for the supervision and administration of the construction in making the changes or alterations.
- 4.11. Trimming of Trees. With prior written approval of the City, Provider may trim trees and other vegetation, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Public Right-of-Way so as to prevent the branches and foliage from coming in contact with or interfering with the Network Equipment.

SECTION 5. INDEMNITY AND INSURANCE

5.1. Indemnification.

- A. Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the City's negligence, or the negligence of City's agents and employees, Provider shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents and employees, against any and all claims, causes of action, proceedings, and judgments for damages or equitable relief caused by the construction, repair, maintenance, or operation of the Network Equipment.
- B. The City must give the Provider timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with the Network Equipment. In the event such claim arises, the City or any other indemnified party shall tender the defense thereof to the Provider and the Provider shall have the right to defend, settle or compromise any claims arising hereunder and the City shall cooperate fully therein.

5.2. Insurance.

- A. The Provider shall maintain throughout the duration of the term of this Agreement, Commercial General Liability insurance and Commercial Automobile Liability insurance covering the Provider against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the Network Equipment, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability.
- B. The Provider shall maintain throughout the duration of the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the City with a certificate showing proof of such coverage.
- C. All policies shall name the City, its officers, agents and employees, whether elected or appointed, as additional insureds.
- D. Provider shall provide thirty (30) days' advance notice to the City in the event of cancellation of any coverage.
- E. Evidence of all insurance required hereunder shall be furnished upon request to City.

SECTION 6. REMEDIES

- 6.1. Notice of Violation. City shall provide Provider with a detailed written notice of any Agreement violation upon which it proposes to take action, and a ninety (90) day period within which Provider may:
 - A. Demonstrate that a violation does not exist or cure an alleged violation;
 - B. Cure the violation; or
 - C. If the nature of the violation prevents correction of the violation within ninety (90) days, initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the City of such plan of action.
- 6.2. Default. If Provider fails to disprove or correct the violation within ninety (90) days or, in the case of a violation which cannot be corrected in ninety (90) days and Provider has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame, then City may declare the Provider in default, which declaration must be in writing. In the event that the City declares Provider in default, the City shall have the right to institute legal proceedings to collect damages from the date of declaration of default, or to exercise any other rights and remedies afforded to the City in law or equity, provided, however, that the City may institute revocation proceedings against Provider only after declaration of default, pursuant to Section 6.6 and only on the grounds set forth therein.
- 6.3. Hearing Available to Provider. Within fifteen (15) days after receipt of a written declaration of default from the City, Provider may request, in writing, a hearing before the City or its agent, in a full public proceeding affording due process. Such hearing shall be held within thirty (30) days of the receipt of the request therefor and a decision rendered within ten (10) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.
- 6.4. Appeal of finding of Default. Provider may challenge a declaration of default to and may require City to participate in mediation or may file suit with the court designated herein.
- 6.5. Procedures Applicable to Mediation. Any arbitration held pursuant to this Agreement shall be conducted as follows:
 - A. If the parties are unable to reach an agreement on a suitable mediator, City and Provider each shall, within fifteen (15) days of the decision to proceed to mediation, appoint one (1) mediator experienced in the communications business, which mediators shall mutually select a third mediator of similar qualifications.
 - B. The parties shall make themselves available for mediation within no more than thirty (30) days after appointment of the mediator(s).

- C. All costs of the mediator(s) shall be borne equally by the parties to the mediation unless otherwise agreed upon by the parties. Each party shall bear its own attorney's fees and other costs in the mediation and such expenses shall not be included in the costs allowed under Section 8.6.
- 6.6. Revocation. The City may revoke the Agreement only after declaration of default and only for defaults by Provider arising from the following circumstances:
- A. Material misrepresentation by Provider to City in information required to be provided under the Agreement.
 - B. Provider willfully or persistently violates any material terms or conditions of this Agreement or any other material orders or rulings of any regulatory body having jurisdiction over the Agreement or the Services or operation of Provider's Network Equipment.
 - C. Provider willfully fails to acquire the insurance required by the Agreement.
 - D. Provider willing or persistently interferes with or interrupts the Public Right-of-Way or the City's Facilities so as to create a public nuisance or a public safety threat.
- 6.7. Procedures Governing Revocation.
- A. City shall give written notice to the Provider of its intent to revoke the Agreement and the grounds therefor pursuant to Section 6.6 above. Provider shall have ninety (90) days from such notice to object, in writing, and to state its reasons for such objection. In the event the City has not received a response that is reasonably satisfactory, it may then proceed to place its request for termination of the Agreement at a Council meeting. City shall cause to be served upon the Provider, at least ten (10) days prior to the time and place of such meeting, a written notice of this intent to request such termination, and the time and place of the meeting. Notice shall be published by the City at least once, no later than ten (10) days prior to such a meeting, in a newspaper of general circulation within the City.
 - B. In addition to the Provider's right to appeal any declaration of default to mediation proceedings under Section 6.4, if the City orders the termination of this Agreement, the Provider shall have the right to appeal the determination of the City within thirty (30) days to any agency or court of competent jurisdiction for de novo review. The City's determination to terminate this Agreement shall not be effective pending final resolution of all appeals under this Section.
 - C. The governing body of the City may, at its sole discretion, take any other lawful action which it deems appropriate to enforce the City's rights under the Agreement in lieu of revocation of the Agreement.

- 6.8. Unauthorized Operations. No person shall establish, operate or carry on the business of distributing to any persons in the City any signals by means of Provider's Network Equipment unless an Agreement therefor has first been obtained, and unless such Agreement is in full force and effect.

SECTION 7. AMENDMENT AND RENEWAL

- 7.1. Amendment. Applications to amend this Agreement, to accommodate a significant change in circumstances or to prevent unreasonable hardship to Provider, may be made by the Provider to City. City shall review such application within fourteen (14) calendar days, or at the earliest meeting of the governing body of City, and act on a request within thirty (30) days. If Provider cannot reach agreement with the City on the amendment within such time, it may resort to the procedure of Section 6.5 above for resolution of the dispute.
- 7.2. Renewal.
- A. Unless earlier terminated by either party pursuant to the provisions of this Agreement, this Agreement shall renew automatically on the same terms and conditions as herein for three (3) successive terms of five (5) years each, for a total of up to fifteen (15) years beyond the initial term of this Agreement, if the Provider has substantially complied with the material terms of the existing Agreement.
 - B. As between the City and the Provider, the Provider shall at all times retain ownership of the Network Equipment, and upon expiration or non-renewal shall be afforded a reasonable time to remove Network Equipment that is installed on or above the surface of the Public Right-of-Way, or alternatively, sell the same to a qualified buyer consistent with applicable law.

SECTION 8. MISCELLANEOUS

- 8.1. Severability. If any law, ordinance, regulation or court decision renders any provision of this Agreement invalid, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.2. Force Majeure. Provider shall not be deemed in default, non-compliance, or in violation with any provision of this Agreement where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Provider's control.
- 8.3. Nonexclusive Franchise.
- A. This Agreement and the right it grants to use and occupy the Public Right-of-Way shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other agreements to operate Network Equipment within the City; provided, however, that City shall not authorize or permit another Person to construct, operate

or maintain Network Equipment, or otherwise to utilize the Public Right-of-Way for the provision of any Service, on material terms and conditions which are more favorable or less burdensome than those applied to Provider.

- B. In the event another Person provides Services on terms and conditions that are more favorable or less burdensome than the terms and conditions applicable to Provider under this Agreement (“Third Party Authorization”), the City shall adjust the terms and conditions in the Third Party Authorization or in this Agreement so that the terms and conditions under which such other Person operates are not more favorable or less burdensome than those that are applicable to Provider.

8.4. No Waiver.

- A. The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Agreement, or any other applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.
- B. Both the City and the Provider expressly reserve all rights they may have under law to the maximum extent possible; neither the City nor the Provider shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

- 8.5. Transfer or Assignment of Franchise. The Provider's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Provider, without the prior consent of the City. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Provider in the Franchise or Network Equipment in order to secure financing. Within thirty (30) days of receiving a request for transfer, the City shall notify the Provider in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the City has not taken action on the Provider's request for transfer within one hundred twenty (120) days after receiving such request, consent by the City shall be deemed given.

- A. This Section shall not prohibit Provider from leasing space on or access to the Provider's Network Equipment.

- 8.6. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.
- 8.7. Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

- 8.8. Notice. Any and all notices which shall or may be given pursuant to this Agreement must be in writing and delivered by hand or (a) through the United States mail, by registered or certified mail; (b) by prepaid overnight delivery service; or (c) by email transmission, if a hard copy of the same is delivered through the United States Postal Service or by overnight delivery service, to the following addresses:

If to City:

Lindon City
Attn: City Administrator
100 North State Street
Lindon, UT 84042

If to Provider:

Redline Phone Inc.
Attn: Chief Executive Officer
2607 South Decker Lake Blvd
Suite 100
Salt Lake City, UT 84119

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three (3) days after delivery by the United States Postal Service, or the next business day if delivery is effectuated by email or overnight delivery service

- 8.9. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 8.10. Entire Agreement. This Agreement and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.
- 8.11. No Presumption by Virtue of Authorship. The parties hereto have jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly and no presumptions or burdens of proof shall arise in favor of either party by virtue of the authorship of any provisions of this Agreement

- 8.12. Laws Governing and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and applicable federal law. The parties agree that venue for any cause of action arising out this Agreement shall be in Utah County, State of Utah. Any litigation commenced by either party must be filed in the Fourth Judicial District Court of Utah.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the dates set forth below.

CITY OF LINDON

Dated this _____ day of _____, 2016.

By: _____
 Jeff Acerson,
 Lindon City Mayor

ATTEST:

By: _____
 Kathryn Moosman,
 Lindon City Clerk

(Signatures and Acknowledgments continue on the following consecutively numbered page)

REDLINE PHONE INC.

Dated this _____ day of _____, 2016.

By: _____
David Bradshaw,
Redline Phone Inc. Chief Operating Officer

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 2016, David Bradshaw, who being duly sworn did say that he is the Chief Executive Officer of Redline Phone Inc., did personally appeared before me and did say that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

Notary Public
My Commission Expires _____

9. Review & Action — Community Center Rental Fee Waiver Request*(10 minutes)*

The City Council will review and consider a request for waiver of rental fees at the Lindon City Community Center for Kate Lillywhite & Erin Wagner on behalf of Lindon LDS 2nd Ward. The proposed use is for teaching a self-defense course, which will be made available to the public if the \$120 waiver is granted.

See attached letter from Parks & Recreation Director, Heath Bateman, and attached application request for fee waiver. A few years ago the City Council adopted this option for non-profit entities to request fee waivers at the Community Center. Regulations for the fee waiver are included with the application materials.

The Parks Director recommends approval of the fee waiver if the applicants open the self-defense classes to the general public.

Sample Motion: I move to (approve, deny, continue) the Community Center Rental Fee Waiver request for Kate Lillywhite & Erin Wagner, with the following conditions:

- I. The self-defense classes shall be open to the general public for any attendees who wish to participate.

Memorandum

To: Adam Cowie
CC:
From: Heath G. Bateman
Date: 6/23/2016
Re: Community Center Fee Waiver Request

Fee Waiver Request

I have received a Community Center Rental Fee Waiver request from the Lindon 2nd Ward in the name of Kate Lillywhite & Erin Wagner. The request is for Three (3) 1 hour sessions from a self defense expert for young women of Lindon and their parents. They have the teacher already scheduled but they just learned that their gym in their church building will be unavailable due to floor refinishing.

It is my recommendation that the fee waiver be granted if the group is willing to let others whom might be interested in the community join the class as well to make it more of a community event.

The gym rental is \$40 per hour (non profit rate) X 3 hours = \$120.

Heath Bateman
Parks & Recreation Director

August 9, 11, 13⁹⁻¹⁰
7-8

July 5th
Mr. Earn Arnold

Lindon City – Parks & Recreation Policy & Procedures

Lindon City Parks and Recreation

Community Center Rental Fee Waiver/Reduction Request



Effective Date: November 19, 2013

Related Policy: Fee Schedule

Purpose

The purpose is to establish consistent operating guidelines for the Community Center Rental Fee Waiver and Reduction Requests by Community Organizations or groups.

Operating Guidelines

- 1) Eligibility
 - Will only be considered for Not-for-Profit or volunteer based organizations that operate within the Utah County Area.
 - Will only be considered for programs, activities or events that contribute to the social well-being of the community or address a community need.
- 2) Only one request per organization/group will be considered in a calendar year.
- 3) Applications may be for partial or complete waiver consideration.
- 4) Waivers will be considered for the following:
 - a. Financial impact on the Municipality;
 - b. Availability of the facility requested;
 - c. Number of people reached by the request, the benefit to the community, and the significance of the event or activity;
 - d. Promotion of cultural, heritage, social, or well-being of the community;
 - e. Organizations with an established history of service to the community;
 - f. Demonstration of financial need by producing current financial statements for their organizations;
 - g. Identification of fundraising efforts to date or explain why fundraising is not a viable option; and,
 - h. Explanation of the contributions of their group towards the event by way of volunteerism, in kind contributions and financial contributions.
- 5) Waivers will not be considered for the following:
 - a. Groups of a political nature;
 - b. School activities which are already supported through school tax levy;

Lindon City – Parks & Recreation Policy & Procedures

- c. Entertainment or social functions with no direct tangible benefit to the community at large;
- d. Events that would require the extra City Staff or cause City Staff to work overtime hours.
- e. Projects, activities or events that stand to make a profit to their organization or are commercial in nature;
- f. Discriminatory activities or events or those that would incite hatred towards any group;
- g. Activities or events that are unlawful;
- h. Activities or events that are contrary to the policies of the municipality;
- i. Circumstances where the budget previously set for waivers under this policy has been exhausted subject only to further application to Council for additional funding; and,
- j. Any other reason deemed unsuitable by the City at its sole discretion.

6) Process:

- a. Community Organizations or groups, must complete the Facility Rental Fee Waiver & Reduction Request Application available on-line, at the Community Center and at the Lindon City Administration Building;
- b. For annual events, Facility Waiver Request applications are accepted after the first working day of January on each calendar year.
- c. For one time events, Facility Waiver Request Applications must be received a minimum of two months prior to the activity or event;
- d. All request must be approved by the Parks & Recreation Director before they can go to City Council who is the final granting authority;
- e. A representative(s) of the Community Organizations requesting the waivers are required to present their application in person during a regular meeting of the Taber Recreation Board;
- f. The Lindon City will notify all applicants of Town Councils decision with regards to each waiver request;
- g. The user group/organization is responsible to contact the Town and formally book the requested facility/facilities.

7) Successful applicants must agree to recognize the Town's contribution to their project, activity or event in all related public information, including printed materials, social media and newspaper.

8) In approving the Recreation Facilities Rental Fee Waiver and Reduction Request, the municipality may impose such conditions or restrictions as it deems fit.

9) The Municipality reserves the right to limit the number of waivers provided in total in a given year.

10) No cash donations or funds will be provided at any time in lieu of a waiver.

11) Groups/Organizations on the annual waiver list will be expected to submit a new application going forward should their request or event change from what has been proposed.

Community Center Rental Fee Waiver & Reduction Request Application

Name of Organization: Lindon 2nd Ward, West Stake, LDS Church

Contact Person: Kate Lillwhite & Erin Wagner

Mailing Address: 671 W 290 N

City Lindon State UT Zip 84042

Phone Number: _____ Cell 801-787-6473 Email Address: ewagner99@yahoo.com

Name of Event: Self Defense for Women & Girls

Date of Function: August 9 7-8 PM

August 11 7-8 PM

August 13 9-10 AM

Describe the event (goals, itinerary, expected attendance, etc): We will be hosting a 3-day self defense expert to teach girls ages 8+ how to stay safe, report abuse, etc. We will have approx. 50 people. The girls parents are invited to attend as well.

Describe who will benefit from the activity or event and how they will benefit: Girls, young women and their parents will all benefit from knowing how to stay safe and protect themselves from potential danger

Describe the purpose of the waiver request: Our meeting house is having its floors refinished so we are unable to meet there.

Is this project: Annual ☐ Ongoing ☐ A one time event ☒ (3 days)

Will there be fees charged for those attending and if so what are they? Y ☐ N ☒ \$ _____

Is your organization prepared to share its current financial statement if requested? Y ☒ N ☐

Is the request for a partial or full waiver?

Is there any additional information you would like for us to consider when reviewing your application?

A lot of preparation has gone into securing a qualified & professional to teach this important skill. We sincerely appreciate your consideration. We would like to use the big gym please.

10. Discussion Item — Boundary Line Agreement for City Property at ~380 N. 200 E. (20 minutes)

The Council will discuss a possible boundary line agreement between Lindon City and a private property owner due to the property lines not matching actual on-the-ground improvements owned by the City.

The city has property with existing utility improvements and 50'x50' fencing surrounding the improvements which we believe have existed since the mid-1960's. However, the property has recently changed hands and the legal descriptions have been found to not match the existing fence and improvements on the ground.

More detail will be discussed at the meeting. Staff will review the issues associated with this item and requests feedback and direction from the Council. No official motions will be made.



**II. Review & Action — Appointment to the Lindon City Redevelopment Agency
(Resolution 2016-11-R)**

(5 minutes)

This is a request for the Council's formal action to appoint Councilmember Dustin Sweeten to the Lindon City Redevelopment Agency (RDA) Board of Directors.

See attached resolution.

Sample Motion: I move to (approve, deny, continue) Resolution #2016-11-R appointing Dustin Sweeten to the Lindon City Redevelopment Agency Board.

RESOLUTION NO. 2016-11-R

A RESOLUTION APPOINTING LINDON CITY COUNCILMEMBER DUSTIN SWEETEN TO THE LINDON CITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City has need of appointing representatives to the Lindon City Redevelopment Agency (RDA) Board of Directors; and

WHEREAS, all Lindon City Council members have traditionally been appointed to the RDA Board; and

WHEREAS, the City Council membership has recently changed with Randi Powell no longer serving on the City Council and Dustin Sweeten being appointed to fill the Council vacancy; and

WHEREAS, Mayor Jeff Acerson recommends assignment and appointment of Councilmember Dustin Sweeten to replace Councilmember Randi Powell and serve on the RDA Board and to participate and represent the City through various responsibilities as may arise with the RDA.

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

1. Lindon City Councilmember Dustin Sweeten is hereby appointed to replace Randi Powell as a voting representative on the Lindon City Redevelopment Agency Board of Directors.
2. That the appointments and assignments contained herein are effective immediately upon passage.

Adopted and approved this 5th day of July 2016.

By _____
Carolyn Lundberg, Mayor pro tem

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

12. **Council Reports:**

(20 minutes)

- A) MAG, COG, UIA, Utah Lake, ULCT, NUVAS, IHC Outreach, Budget Committee- Jeff Acerson
- B) Public Works, Irrigation/water, City Buildings - Van Broderick
- C) Planning, BD of Adjustments, General Plan, Budget Committee - Matt Bean
- D) Parks & Recreation, Trails, Tree Board, Cemetery - Carolyn Lundberg
- E) Public Safety, Court, Lindon Days, Transfer Station/Solid Waste - Dustin Sweeten
- F) Admin., Community Center, Historic Comm., UV Chamber, Budget Committee - Jacob Hoyt

13. Administrator's Report:

(10 minutes)

Misc Updates:

- June newsletter: https://siterepository.s3.amazonaws.com/442/june16final_20160602132421.pdf
- September newsletter article: **Mayor Acerson** - Article due to Kathy Moosman last week in August.
- Update on easement acquisition for new sewer lift station
- Updated Councilmember assignments: pending
- Misc. Items:

Upcoming Meetings & Events:

- July 4th – City offices closed
- July 5th – Council meeting: 6:00pm work session with LYRB on impact fee updates
- July 19th – Council meeting: Public Hearing to consider adoption of Water & Sewer Impact Fee updates
- July 25th – City offices closed
- August 1st-6th – Lindon Days (No Council meeting this week)
- November 8th – General Election

Adjourn