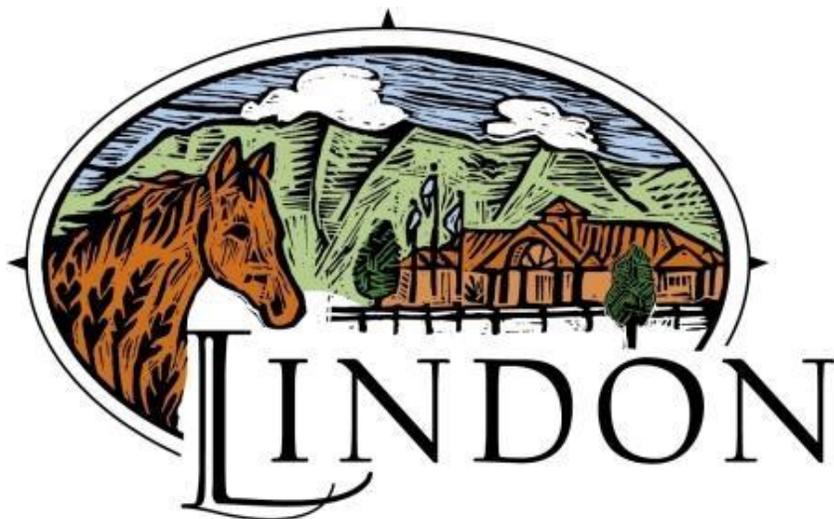
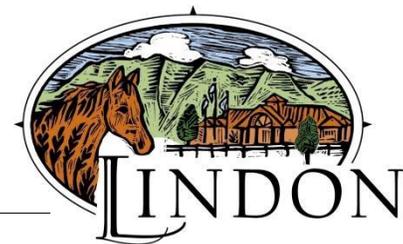


# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

September 6, 2016



# Notice of Meeting of the Lindon City Council

The Lindon City Council will hold a regularly scheduled meeting beginning at **7:00 p.m. on Tuesday, September 6, 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:



(Review times are estimates only)

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

Pledge of Allegiance: By Invitation

Invocation: Jake Hoyt

- 1. Call to Order / Roll Call** (5 minutes)
- 2. Presentations and Announcements** (5 minutes)
  - a) Comments / Announcements from Mayor and Council members
- 3. Approval of minutes:** August 16, 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 — Lakeview North Holdings Condo Plat, 1396 West 200 South** (10 minutes)  
Joel Pilling seeks preliminary approval of a twelve (12) unit condominium plat to be known as Lakeview North Warehouse Condominiums Plat A located at approximately 1396 West 200 South in the Light Industrial (LI) zone. The Planning Commission recommends approval.
- 7. Discussion Item — Chamber of Commerce Participation** (30 minutes)  
The City Council will discuss Chamber of Commerce activities, demand for chamber services by Lindon businesses, and chamber benefits in general. They will hear from the Pleasant Grove Chamber of Commerce regarding a proposal for Lindon City to partner with the PG Chamber and a request to financially support the PG Chamber on an annual basis. The Utah Valley Chamber of Commerce has also been invited to answer questions about services provided through their Chamber. Feedback will be provided but no motions made.
- 8. Discussion Item — Secondary Water Use in Lindon** (45 minutes)  
The City Council will discuss secondary water (pressurized irrigation) usage in Lindon City and review options for protecting and conserving secondary water resources and associated infrastructure within the City. City Engineering and Public Works Water Division staff will be available to present data, answer questions, and make recommendations for future infrastructure needs and usage restrictions.
- 9. Review & Action — New Public Works Positions** (20 minutes)  
City Administrator, Adam Cowie, will present a request for budget approval of three additional full-time employees within the Public Works Department. Growth in city infrastructure, demand for utility services and need to increase regular maintenance of existing infrastructure necessitates additional employees in the Water, Sewer, and Public Works Inspection divisions within the Public Works Department. Estimated fiscal impact of the three positions is \$216,370.49 with the majority of costs covered by utility enterprise funds (water, sewer, storm water).
- 10. Review & Action — Utah County HUD/CDBG Agreement; Resolution #2016-16-R** (5 minutes)  
The City Council will review and consider Resolution #2016-16-R approving an updated Interlocal Agreement between Lindon City and Utah County to participate in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program.
- 11. Review & Action — Utah County Major Crimes Task Force; Resolution #2016-17-R** (5 minutes)  
The City Council will review and consider Resolution #2016-17-R approving an updated Interlocal Agreement for Lindon to continue participating in the Utah County Major Crimes Task Force. Lindon has participated in this organization since 2008. The new interlocal agreement will be effective until 2026 with participation fees paid based on population. Lindon City’s fees of approximately \$3,600 per year have been budgeted annually.

## 12. Public Hearing — Justice of the Peace, Police, & Prison ordinance updates; Ord. #2016-17-O

(10 minutes)

The City Council will review and consider Ordinance #2016-17-O approving necessary revisions to Lindon City Code (LCC) Chapters 2.16 “JUSTICE OF THE PEACE,” LCC 2.36 “POLICE DEPARTMENT”, and removing (repealing) LCC 2.40 “CITY PRISON”. These changes are cleaning up old code sections or removing sections that are no longer relevant to Lindon City.

## 13. 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       |

## 14. 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](http://www.lindoncity.org). The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Kathy Moosman at 801-785-5043, giving at least 24 hours notice.

### CERTIFICATE OF POSTING:

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

Posted by: /s/ Kathy A. Moosman, City Recorder

Date: September 2, 2016

Time: 11:00 a.m.

Place: Lindon City Center, Lindon Police Dept., Lindon Community Center

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

Pledge of Allegiance: By Invitation

Invocation: Jake Hoyt

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

September 6, 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.

### **Item 3 – Approval of Minutes**

- Review and approval of City Council minutes: **August 16, 2016**

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, August 16,**  
4 **2016, beginning with a work session tour at 6:00 p.m.** in the Lindon City Center, City  
Council Chambers, 100 North State Street, Lindon, Utah.

6 **WORK SESSION TOUR** – 6:00 P.M.

8 Conducting: Carolyn Lundberg, Mayor Pro Tem

10 **PRESENT**

- Carolyn Lundberg, Councilmember
- 12 Van Broderick, Councilmember
- Jacob Hoyt, Councilmember
- 14 Dustin Sweeten, Councilmember
- Adam Cowie, City Administrator
- 16 Kevin Muhlestein, Wastewater Superintendent
- Chad Hendrickson, Wastewater Technician

**ABSENT**

- Jeff Acerson, Mayor
- 12 Matt Bean, Councilmember

18 The City Council met at the Lindon City Public Works parking lot at 6pm to  
20 commence the work session tour travelling to various sewer lift stations in Lindon and  
Vineyard. No motions were made as this was an informational work session tour only.

22 The group then drove to Lindon sewer lift station #1 at the corner of Center Street  
& Geneva Road. Kevin Muhlestein, Sewer Division Superintendent, showed Council  
24 members inside of the lift station and explained its age and deficiencies including its lack  
of capacity. He explained how the wet well for sewage is running above capacity in the  
26 tank and that sewage is being backed up the main line under Geneva Road to gain extra  
capacity. He informed them of several pump failures that had recently occurred at the lift  
28 station and explained some of the processes involved to repair and maintain the facility.  
The group discussed the lack of usable area and limitations for space should this lift  
30 station have to be reconstructed in its current location.

32 The group then drove to sewer lift station #3 at approximately 10 South 1400  
West (Western Coil Road). The group inspected the inside of this lift station facility and  
was shown the wet well where submersible pumps are located at the bottom of the  
34 sewage holding tank. It was discussed that both sewer lift station #1 and #3 can be  
eliminated from the system and replaced with one combined sewer lift station located  
36 within the new Ivory Homes Development. The property where the new lift station will  
be constructed was visible in the distance from lift station #3 and was pointed out to the  
38 Council members. The route for planned city utilities to access the new lift station was  
also identified. The group discussed the beneficial nature of being able to reduce the  
40 number of facilities that need to be operated and maintained by partnering with  
construction of the new lift station within the proposed Ivory Development.

42 The group then drove to a newer lift station in Vineyard located at 1600 North  
near the Lindon Marina. Sullivan Love, with the Vineyard Public Works Department,  
44 met the group at the site to open the facility. The group toured the lift station and  
discussed benefits of the new facility compared to the older lift stations that Lindon  
46 currently operates. It was mentioned that the proposed new lift station will be similar to

2 the Vineyard lift station, but a bit larger to accommodate the Pressure Irrigation pumps  
3 that will also be housed in the proposed building.

4 The group left the site at approximately 6:55pm and returned to the Lindon City  
5 Center for the regular City Council meeting session.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Carolyn Lundberg, Mayor Pro Tem  
10 Pledge of Allegiance: Remington Omdahl, Boy Scout  
11 Invocation: Van Broderick, Councilmember

12 **PRESENT**

**ABSENT**

14 Carolyn Lundberg, Councilmember  
15 Matt Bean, Councilmember  
16 Van Broderick, Councilmember  
17 Jacob Hoyt, Councilmember  
18 Dustin Sweeten, Councilmember  
19 Adam Cowie, City Administrator  
20 Cody Cullimore, Chief of Police  
21 Kathryn Moosman, City Recorder

Jeff Acerson, Mayor

- 22 1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
- 24 2. **Presentations/Announcements** –
  - 26 a) **Mayor/Council Comments** – There were no announcements at this time.
  - 28 b) **Eagle Scout Presentation** – Remington Omdahl was in attendance to give his  
29 Eagle Scout Presentation to the Mayor and Council. He noted as part of his  
30 Eagle Scout Project he acted as the Parade Chairman and also the head of the  
31 Cardboard Boat Regatta at the recent Lindon Days Festivities. Mr. Omdahl  
32 then gave his presentation showing slides of the parade route and entries and  
33 also the Boat Regatta giving an explanation and description of each slide. Mr.  
34 Omdahl informed the Council what he learned from this experience and  
35 expressed his appreciation for his mentors and the opportunity to serve the  
36 city. Following the presentation the Mayor Pro Tem and the Council thanked  
37 Mr. Omdahl for his presentation noting it was a worthwhile Eagle project and  
38 a job well done that benefitted the city and its residents.
- 40 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council  
41 meeting of July 19, 2016 were reviewed.

42 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES  
43 OF THE REGULAR CITY COUNCIL MEETING OF JULY 19, 2016 AS  
44 PRESENTED. COUNCILMEMBER SWEETEN SECONDED THE MOTION. THE  
45 VOTE WAS RECORDED AS FOLLOWS:

46 COUNCILMEMBER BEAN AYE  
COUNCILMEMBER BRODERICK AYE

2 COUNCILMEMBER LUNDBERG AYE  
 COUNCILMEMBER HOYT AYE  
 4 COUNCILMEMBER SWEETEN AYE  
 THE MOTION CARRIED UNANIMOUSLY.

6

4. **Consent Agenda** – No items.

8

5. **Open Session for Public Comment** – Mayor Pro Tem Lundberg called for any public comment not listed as an agenda item. Terry Tenney addressed the Council at this time. Ms. Tenney mentioned the recent clean up at the cemetery. She noted they brought her son back to Utah after he passed away to be interred. After purchasing a plot in Lindon she was disappointed to discover that headstones are not allowed. She also expressed that it is her hope that the new Cemetery Sexton will be sensitive as to what makes people feel comforted in regards to what is allowed on gravesites. She agrees it’s good to have a removal process but the goal should not be how easy the upkeep is at the cemetery up but to also be sensitive to people’s wishes. She would also suggest talking privately to those who may feel the need to over-decorate the gravesites. She would also suggest allowing patrons to get permission if they want to put more items on the gravesites they have purchased. Ms. Tenney feels the city should be more sensitive to people individually and to not “blanket” the cemetery as a whole; she feels there should be a balance.

24

**CURRENT BUSINESS**

26

6. **Review & Action - Police Department Vehicle Lease - Resolution #2016-15-R.** Chief Cody Cullimore requests City Council approval of Resolution #2016-15-R allowing the Mayor and Staff to execute a future lease agreement for replacement of several existing leased police vehicles. Zions Bank requires a resolution prior to preparing final lease documents. Funds for the leased vehicles were included and approved as a part of the 2016-2017 budget.

34

Mr. Cowie opened this agenda item by explaining this is a similar police vehicle lease agreement process that has been approved in the past. Mr. Cowie noted the city has budgeted the full cost of the vehicles into this fiscal year budget, but only the annual payment will actually be spent for the vehicles (not the full purchase price as is required to show in our accounts).

36

Chief Cullimore addressed the Council at this time explaining the Police Department has leased their entire fleet of vehicles since its creation in 2007 so that the city did not have such a large up-front capital expense in out-right purchase of the vehicles. He noted leasing of vehicles also has kept new, high quality vehicles available for Police officers with very little vehicle down-time for repairs. Chief Cullimore further explained that all vehicles stay under warranty so maintenance costs are nearly eliminated. He noted the funds for the leased vehicle expenses for this fiscal year have been budgeted. He mentioned due to the recent accounting changes, the full value of the leased vehicles is required to be accounted for in the financial statements, but only the

46

2 cost of this year’s lease will be spent. Chief Cullimore then presented the information on  
the lease details including the number of vehicles, estimated cost, etc. He noted there are  
4 two separate leases one lease with two vehicles and one lease with thirteen vehicles and  
also includes emergency equipment and the external markings on the vehicles.

6 Chief Cullimore mentioned that he does not have exact the figures yet on the lease  
as they are investigating the costs of converting a truck to facilitate the police dog that  
8 was recently donated. He added there is nothing different with this request that has been  
done in the past. Mr. Cowie reiterated this item has been included through the budget  
10 process and noted the city has budgeted the full cost of the vehicles into this fiscal year  
budget, but only the annual payment will actually be spent for the vehicles (not the full  
12 purchase price as is required to show in our accounts). There was then some general  
discussion regarding the police vehicle lease.

14 Mayor pro tem Lundberg commented the last time this was reviewed the Council  
felt comfortable with the request. She then called for any further comments or discussion  
16 from the Council. Hearing none she called for a motion.

18 COUNCILMEMBER BRODERICK MOVED TO APPROVE RESOLUTION  
#2016-15-R AUTHORIZING STAFF AND THE MAYOR TO PREPARE AND SIGN  
20 FINAL LEASE AGREEMENT DOCUMENTS WITH ZIONS BANK.

COUNCILMEMBER BEAN SECONDED THE MOTION. THE VOTE WAS  
22 RECORDED AS FOLLOWS:

- 24 COUNCILMEMBER BEAN AYE
- COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER LUNDBERG AYE
- 26 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER SWEETEN AYE

28 THE MOTION CARRIED UNANIMOUSLY.

30 **7. Discussion Item — Review of Lindon City Solicitor Regulations.** Per request  
by the City Council, City Attorney, Brian Haws, will give an overview of the  
32 regulations currently in place for solicitors in Lindon. No motion will be made.  
If changes to the City ordinance are desired by the City Council, those will be  
34 prepared and presented and in a future public hearing.

36 Mr. Cowie led this discussion by explaining, per request by the City Council, City  
Attorney, Brian Haws, is in attendance tonight to present an overview of the regulations  
38 currently in place for solicitors in Lindon. Mr. Cowie explained if there are any changes  
to the ordinance those changes will be prepared and presented in a future public hearing.  
40 Mr. Cowie noted the current ordinance was sent to Council members separately from the  
staff report. He added that no motion is necessary as this item is for discussion only. He  
42 then turned the time over to City Attorney, Brian Haws for his presentation.

44 Mr. Haws began by giving a summary of the City’s current solicitor’s ordinance  
and answered questions from the Council on regulatory issues regarding solicitors. He  
explained that he prepared a general overview of the solicitation ordinance noting in 2005  
46 the city had a similar but more aggressive ordinance that included fingerprinting and  
bonds etc., which is not uncommon in Utah. During that time there was a big push by

2 Kirby Vacuums (Pacific Frontier International) because they went into Pleasant Grove  
 4 (selling door to door) and started soliciting without getting the proper licenses. Kirby  
 6 brought a class action lawsuit to Pleasant Grove saying the city violated their commercial  
 free speech rights and they were successful in overturning that ordinance. The 10<sup>th</sup>  
 Circuit Court of Appeals found the conditions imposed were not reasonably calculated to  
 address an issue that had not been “proven to harm” or “damage to exist”.

8 Mr. Haws went on to say the Court also found that cities clearly have a substantial  
 interest in protecting their citizens, but they looked at the requirements stating they are  
 10 not reasonably calculated to address the harm. Mr. Haws stated the ordinance must  
 clearly show the balance between protecting the fundamental rights and the conditions  
 12 that were imposed (especially with free speech). Mr. Haws noted following this lawsuit  
 against Pleasant Grove the League of Cities and Towns and municipal attorney’s got  
 14 together and drafted the ordinance currently in place which is adopted by the vast  
 majority of cities in Utah.

16 Mr. Haws further explained the city still has some significant solicitor  
 requirements (application, criminal background check, etc.). If there is a “no solicitation”  
 18 sign on the resident’s door it can be enforced as it is a violation of the ordinance and they  
 can be prosecuted. Mr. Haws concluded this is a matter of balancing the free speech  
 20 rights of the solicitors and protecting the rights to privacy of our citizens. He reminded  
 the Council the city has all kinds of solicitors (boy scouts, high school teams, etc.) and  
 22 there are exemptions and charitable organizations do not need a certificate. There was  
 then some general discussion by the Council with Mr. Haws regarding the solicitor  
 24 certification process and the current ordinance.

26 Mayor Pro Tem Lundberg called for any further discussion or comments.  
 Hearing none she moved on to the next agenda item.

- 28 **8. Discussion Item — Presentation of Proposed Address Changes.** Lindon City  
 Planning Director, Hugh Van Wagenen, will present proposed address changes  
 30 necessary to fix street coordinate and addressing system inconsistencies. The  
 change may alter addresses at about a dozen residential properties. This is an  
 32 information discussion item for the City Council prior to the City Staff setting up  
 future meeting with the impacted neighborhood.

34 Hugh Van Wagenen, Planning Director, gave some background of this agenda  
 36 item explaining the new development in the City has brought up an existing deficiency in  
 the City’s street addressing system. He explained in order to clarify future addressing  
 38 conflicts an existing road will be reassigned a new street address. This reassignment will  
 require reassigning addresses on 15 residential properties. Mr. Van Wagenen further  
 40 explained that staff will present the readdressing plan to the City Council prior to a  
 neighborhood meeting being held for the affected properties. He noted this is an  
 42 Administrative action that staff wanted to inform the Council about and receive feedback  
 on before moving forward. He noted that no motion needed as this item is for discussion  
 44 only.

46 Mr. Van Wagenen then showed the map depicting the road in question. He  
 explained there is a situation where there are basically two 800 wests streets on the  
 master plan which necessitates an adjustment to existing addresses that needs to be made

2 for emergency services etc. He then presented photos depicting the area in question. He  
 4 explained they plan to make part of 800 west into 790 west where 10 properties will be  
 6 given new addresses (only the street number not the house number). He noted they are  
 8 also working with the post office and emergency services (Fire, EMS, Police) to facilitate  
 10 this change. Mr. Van Wagenen stated he is aware this is not an ideal situation but they are  
 12 trying to make it work out as well as possible. They will also be holding a meeting with  
 14 the post office team to explain the process and they will notify the affected residents of  
 16 the meeting. There was then some general discussion regarding this issue. Mr. Van  
 18 Wagenen pointed out these situations do come up periodically in the planning department  
 20 for various reasons. Mr. Van Wagenen reiterated the property owners will be notified.

22 Mayor Pro Tem Lundberg called for any further discussion or comments.

24 Hearing none she moved on to the next agenda item.

- 26 **9. Discussion Item — 400 West Bicycle Improvements.** Staff will present updated  
 28 costs and improvement options for the proposed bicycle “cycle track” on 400  
 30 West. The Council will give guidance on proposed alternatives.

32 Mr. Cowie explained this item is an overview of the cycle track that was approved  
 34 as part of the 400 West paving project a few months ago. He noted the Council directed  
 36 staff to not install the raised concrete curb between the bike paths and the vehicle travel  
 38 lane, and instead use stripes and bollards that may be “less permanent”. Mr. Cowie stated  
 40 the City received a quote for the flexible bollards on the cycle track. The cost of the  
 42 bollards came back at \$210.75 each, and with 43 posts along the cycle track, this totals  
 44 \$9,062.25. The cost of striped hatching (painting) this section will be an additional  
 46 \$379.08. This means the total cost of the hatching and bollards for the cycle track would  
 be \$9,441.33. He noted this is about 80% of the cost of the raised median curb, which  
 was \$11,539.00.

Mr. Cowie went on to say the City Engineer understands that the bollards were  
 being considered as a temporary solution and could be removed if the cycle track didn’t  
 function appropriately. However, the bollards cost about 80% of what a permanent  
 solution would cost and the engineers are requesting additional feedback from the  
 Council now that the costs are known. Mr. Cowie went on to explain the differences  
 between bollards and striping. He also presented photos showing the differences.

Mr. Cowie questioned the Council at this time if the city should use the bollards  
 or use a raised median curb, or not install the cycle track at all or if there are other  
 suggestions. Councilmember Bean commented due to safety reasons of the cyclists he  
 would prefer bollards. Councilmember Lundberg commented that the bollards would  
 delineate that it is not a parking lane; she added that the bollards are removable. Mr.  
 Cowie noted the cycle track is adopted as part of the bicycle master plan, but it did not  
 specify specific details for construction. Mr. Cowie reminded the Council this will be  
 done with RDA funds and the project was awarded with the curb option. Councilmember  
 Broderick stated he would prefer striping. Councilmember Hoyt stated he would like to  
 see the plan and add bollards later if needed.

Councilmember Sweeten commented the distance is so short that he doesn’t see it  
 getting used a lot. He also wants to be careful not to do this just because its RDA funds  
 and questioned if there are more pressing needs for the funds. Councilmember Broderick

2 stated he would like to see an estimate of the amount of cyclists and add bollards later if  
necessary. Following some additional discussion Councilmember Sweeten,  
4 Councilmember Hoyt and Councilmember Broderick all agreed to go with striping on  
both sides with the idea that bollards can be added later if necessary. Councilmember  
6 Bean and Councilmember Lundberg stated they prefer bollards but agreed to go with the  
striping on both sides for now and use bollards later if necessary.

8 Mayor Pro Tem Lundberg called for any further discussion or comments.  
Hearing none she moved on to the next agenda item.

10  
12 **10. Closed Session to Discuss Pending or Reasonably Imminent Litigation per**  
**UCA 52-4-205.** The Council will enter into a closed executive session to discuss  
14 pending or reasonably imminent litigation per UCA 52-4-205. This session is  
closed to the general public.

16 At this time Mayor Pro Tem Lundberg called for a motion to move into a closed  
executive session to discuss pending or reasonably imminent litigation.

18  
20 COUNCILMEMBER HOYT MADE A MOTION TO MOVE INTO A CLOSED  
EXECUTIVE SESSION TO DISCUSS THE SALE OF REAL PROPERTY AT 8:50  
22 PM. COUNCILMEMBER SWEETEN SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS.

24 COUNCILMEMBER BEAN AYE  
COUNCILMEMBER LUNDBERG AYE  
COUNCILMEMBER BRODERICK AYE  
26 COUNCILMEMBER HOYT AYE  
COUNCILMEMBER SWEETEN AYE

28 THE MOTION CARRIED UNANIMOUSLY.

30 COUNCILMEMBER HOYT MADE A MOTION TO CLOSE THE  
EXECUTIVE SESSION AND RECONVENE THE REGULAR SESSION OF THE  
32 CITY COUNCIL AT 9:45 PM. COUNCILMEMBER SWEETEN SECONDED THE  
MOTION. THE VOTE WAS RECORDED AS FOLLOWS.

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

THE MOTION CARRIED UNANIMOUSLY.

40  
42 **COUNCIL REPORTS:**

44 **Chief Cullimore** – Chief Cullimore mentioned the Timpanogos Harley Davidson Fallen  
Officers Ride to the State Capital will be held this Sunday at 10:00 am. He noted it is a  
great honor to have the ride start in our city (approx. 4,000 riders). He pointed out that all  
46 funds received from the ride go to the Law Enforcement Memorial at the State Capital.  
Chief Cullimore also reported there is an upcoming “Star Party” at Pioneer Park. Chief

2 Cullimore mentioned that a Canine was donated to the Police Department and Officer  
 4 Eric Whitehead has been assigned to the police dog. An article went out in the Daily  
 6 Herald today. He noted they are searching out grants and other options to get the  
 8 equipment they need for the canine. He also reported they held a meeting about the urban  
 10 deer problem in Hollow Park where approximately 30 people attended (70% were in  
 12 favor of a deer removal program and 15% wanted to protect the deer). He noted that  
 14 Provo City paid \$20,000 to have a study completed on the deer population. He also  
 16 contacted Bountiful and Highland cities. Bountiful City has trapped 476 deer in 2 years  
 18 at \$250 per animal removed for a total of \$119,000 in expenses and Highland removed  
 20 118 deer in 2 years and has paid out \$25,842 in expenses. He added there were no safety  
 22 issues by either city. He pointed out that it may be very costly if a removal process is the  
 24 option we choose.

14 **Councilmember Hoyt** – Councilmember Hoyt reported he attended the Historic  
 16 Preservation Commission and saw the unveiling of the latest plaque at the Public Works  
 18 Building (Eagle Scout project). He noted he appreciates the response of staff on the  
 20 urban deer problem. Councilmember Hoyt also mentioned that the Pleasant Grove  
 22 Chamber of Commerce is moving forward with some changes. He noted Pleasant Grove  
 24 City held a work session with discussion of having the Chamber be totally independent  
 and yet still be a partner of the city. He feels going this direction is another good reason  
 and opportunity to be a part of the Pleasant Grove Chamber. He would suggest  
 researching Chambers of Commerce and the work they do in helping with economic  
 development, business growth and revenues, etc.

26 **Councilmember Broderick** – Councilmember Broderick reported he attended the  
 28 engineering coordination meeting on August 9<sup>th</sup>. He also mentioned he received a  
 30 request from a resident to turn the retention basin in Colson Cove into a dog park and  
 32 questioned what the design requirements would be to implement that change. Mr. Cowie  
 34 stated it could probably be done pretty inexpensively and can be discussed further.  
 36 Councilmember Broderick also reported he received a lot of positive comments on  
 38 Lindon Days with the exception of several comments about brown spots on the grass in  
 40 several parks. He assumed it may be simply a matter of sprinkler head adjustments. Mr.  
 Cowie stated the parks department is aware of this problem noting there are some low  
 water pressure issues. Councilmember Broderick also mentioned the safety concerns  
 about the bike path/road intersections particularly at 400 North and Canal Drive noting  
 bikes frequently do not stop at the intersection. He questioned what can be done to  
 mitigate this issue. Mr. Van Wagenen and Chief Cullimore explained some different  
 options that have been discussed with the County including education, additional signage  
 and enforcement options followed by some general discussion.

42 **Councilmember Bean** – Councilmember Bean commented that he appreciates all the  
 44 work and effort that went into Lindon Days by staff and Council noting it was a good  
 celebration and tradition.

46 **Councilmember Lundberg** – Councilmember Lundberg mentioned she would like to  
 discuss the cemetery ordinance language as an agenda item at the end of September. She

2 also encouraged the Councilmembers to drive by and look at the cemetery and to share  
4 their impressions at the meeting. She also reported that she attended the Pressman Auto  
4 ribbon cutting and it appears it will be a great business addition to Lindon.

6 **Councilmember Sweeten** – Councilmember Sweeten reported there will be a recap  
8 meeting on Lindon Days tomorrow with Heath Bateman. He noted they have discussed  
8 not having an overlap of activities but overall Lindon Days went very well and staff did  
10 an exceptional job. He did mention that he would like to see more participation by the  
10 Council at the Lindon Days events in the future to show support. He also reported on the  
12 upcoming Bayview landfill purchase; he supports the purchase and believes it will  
12 happen. Following discussion the Council agreed they are generally in support of the  
14 purchase of the landfill.

14 **Mayor Acerson** – Mayor Acerson was absent from the meeting.

16 **Administrator’s Report:**

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

20 **Misc. Updates:**

- 22 • August newsletter
- 22 • September newsletter article: Mayor Acerson
- 24 • Culinary water – well chlorination status and water sampling updates
- 24 • Public Works Director vacancy status. Hiring plan for Public Works staff
- 26 • Fire/EMS call report
- 26 • UTOPIA update
- 28 • North Pointe Solid Waste – Bayview landfill purchase
- 28 • Misc. Items

30 **Upcoming Meetings & Events:**

- 32 • November 8<sup>th</sup> – General Election

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

36 **Adjourn** –

38 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING  
40 AT 10:45 PM. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL  
40 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

42 Approved – September 6, 2016

44 \_\_\_\_\_  
46 Kathryn Moosman, City Recorder

46 \_\_\_\_\_  
Carolyn Lundberg, Mayor Pro Tem

**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 — Lakeview North Holdings Condo Plat, 1396 West 200 South** *(10 minutes)*

Joel Pilling seeks preliminary approval of a twelve (12) unit condominium plat to be known as Lakeview North Warehouse Condominiums Plat A located at approximately 1396 West 200 South in the Light Industrial (LI) zone. The Planning Commission recommends approval.

See attached materials from the Planning Department.

## Item 6: Major Subdivision — Lakeview North Holdings Condo Plat, approx. 1396 West 200 South

<p><b>Applicant:</b> Joel Pilling  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Light Industrial  <b>Current Zone:</b> Light Industrial (LI)</p> <p><b>Property Owners:</b> Lakeview Holdings North LLC  <b>Address:</b> 1396 West 200 South  <b>Parcel ID(s):</b> 14:062:0020  <b>Subdivision Acreage:</b> 5 acres</p> <p><b>Type of Decision:</b> Administrative  <b>Planning Commission Recommendation:</b>  Voted 7-0 to recommend approval</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <ol style="list-style-type: none"> <li>Whether to approve a 12 unit condominium plat in the Light Industrial zone.</li> </ol> <p><b><u>MOTION</u></b></p> <p>I move to (<i>approve, deny, continue</i>) of the applicant's request for approval of a 12 unit condominium plat to be known as Lakeview North Warehouse Condominiums with the following conditions (if any):</p> <ol style="list-style-type: none"> <li></li> </ol>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### **BACKGROUND**

This property received site plan approval in May of this year and the two buildings are currently under construction. The owners have intended to record a condominium plat for the two buildings, but wanted to wait until the floors of the building were poured so exact property descriptions could be established from the actual building footprints.

### **DISCUSSION & ANALYSIS**

#### *Lot Requirements*

- Minimum lot size in the LI zone is 1 acre. Condominium units do not need to meet this requirement, but the site does. This site is just over 5 acres.

#### *Street Frontage*

- There is not quite 350 feet of street frontage on 200 South. Street improvements were completed as part of the site plan approval. No additional improvements are needed at this time.

#### *Other Requirements*

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

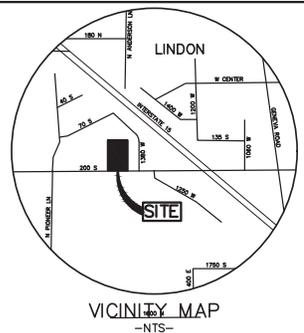
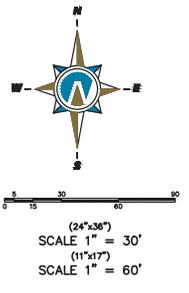
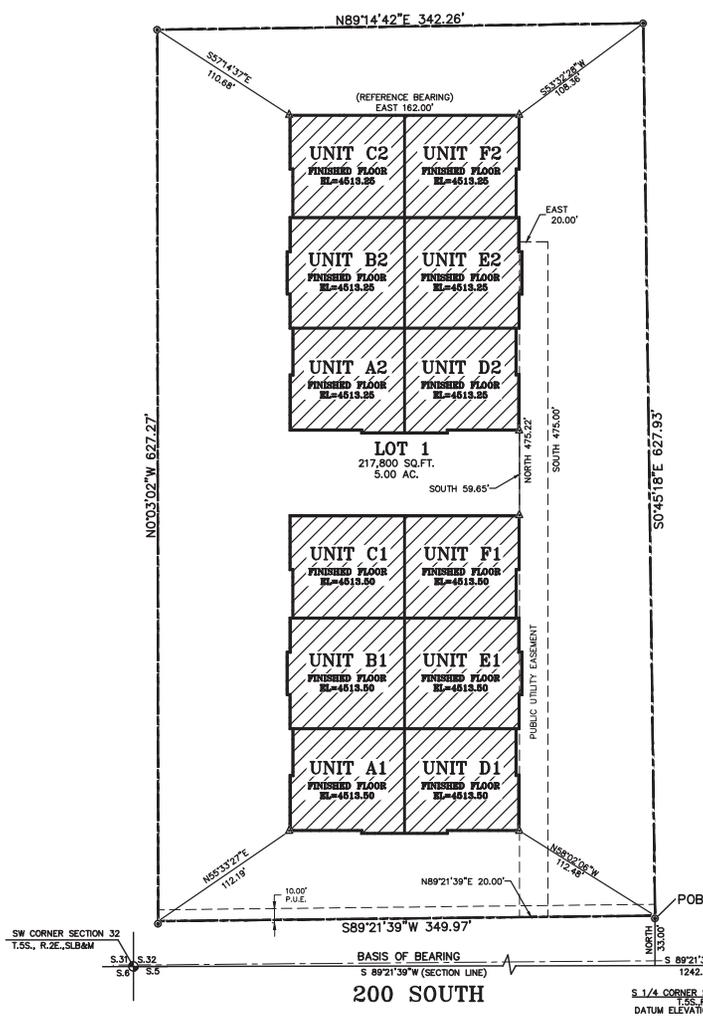
### **MOTION**

- See above

### **ATTACHMENTS**

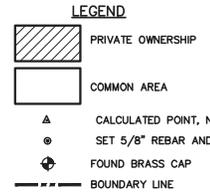
- Aerial photo of the proposed subdivision.
- Preliminary plan.





**UTILITY DEDICATION**  
 THE OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN UPON THIS CONDOMINIUM PLAT OF LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1, A UTAH CONDOMINIUM PROJECT, DO HEREBY OFFER AND CONVEY TO THE TOWN OF LINDON, ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN BY THE AREAS MARKED "PUBLIC UTILITY EASEMENT" ON THE WITHIN CONDOMINIUM PLAT FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, TELECOMMUNICATIONS, SEWER AND WATER LINES AND APPURTENANCES, TOGETHER WITH THE POINT OF ACCESS THERETO.

**RESERVATION OF COMMON AREAS**  
 THE OWNERS IN RECORDING THIS CONDOMINIUM PLAT OF LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1, A UTAH CONDOMINIUM PROJECT, HAVE DESIGNATED CERTAIN AREAS OF LAND AS PRIVATE COMMON AREAS AND COMMON AREAS FOR PUBLIC UTILITY EASEMENTS, INTENDED FOR THE USE BY THE CONDOMINIUM OWNERS IN LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1 FOR INGRESS, BUSINESS AND OTHER RELATED ACTIVITIES. THE DESIGNATED AREAS ARE NOT DEDICATED HEREBY FOR THE USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE CONDOMINIUM OWNERS IN THE LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1, SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION IS HEREBY INCORPORATED AND MADE A PART OF THIS CONDOMINIUM PLAT AND BECOMES EFFECTIVE UPON THE DATE THAT THIS CONDOMINIUM PLAT IS RECORDED IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.



**NOTICE OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
 Notice of Declaration of Covenants Conditions and Restrictions THIS PROJECT, WITH IT LOTS, DWELLINGS, AND COMMON AREAS ARE SUBJECT TO CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1, WHICH ARE RECORDED IN THE OFFICES OF THE UTAH COUNTY RECORDER. SAID COVENANTS, CONDITIONS AND RESTRICTIONS ARE INTENDED TO RUN WITH THE LAND AND TO BE BINDING UPON ON ALL HEIRS, SUCCESSORS OR ASSIGNS OF THE DECLARANT IN ACCORDANCE WITH THE RECORDED DECLARATION.

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



**SURVEYOR'S CERTIFICATE**

I, KENNETH E. BARNEY DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172762 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNER OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH DEFINES LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1, CONSISTING OF TWO(2) PAGES AND IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS CONDOMINIUM PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

DATE \_\_\_\_\_ SURVEYOR (SEE SEAL BELOW) \_\_\_\_\_

**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.& M., TOWN OF VINEYARD, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT A POINT LOCATED S.89°14'42"W. A DISTANCE OF 1242.34 FEET AND NORTH A DISTANCE OF 33.49 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 32, SAID POINT BEING THE REAL POINT OF BEGINNING.  
 THENCE S.89°21'39"W. A DISTANCE OF 350.00 FEET; THENCE N.0°00'02"W A DISTANCE 628.29 FEET; THENCE N.89°14'42"E. A DISTANCE OF 342.26 FEET; THENCE S.00°45'18"E. A DISTANCE OF 628.95 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 217,800 S.F. OR 5.00 ACRES.  
 BASIS OF BEARING NAD 27

**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE OWNERS OF THE TRACT OF LAND LAND DESCRIBED HEREON AS LAKEVIEW NORTH WAREHOUSE CONDOMINIUMS PHASE 1, A UTAH CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, HAVE CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP CONSISTING OF 2 SHEET(S) TO BE PREPARED. DO HEREBY GIVE OUR CONSENT TO THE RECORDED OF THIS CONDOMINIUM PLAT AND SUBMIT THIS PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT.  
 IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_\_\_ LAKEVIEW NORTH HOLDINGS  
 A UTAH LIMITED LIABILITY COMPANY  
 BY: JOEL PILING - MANAGING OFFICER

**ACKNOWLEDGMENT**

STATE OF UTAH }  
 COUNTY OF \_\_\_\_\_ } s.s.  
 ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D.  
 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.  
 MY COMMISSION NUMBER \_\_\_\_\_ SIGNED \_\_\_\_\_  
 (A NOTARY PUBLIC COMMISSIONED IN UTAH)  
 MY COMMISSION EXPIRES \_\_\_\_\_ PRINT NAME OF NOTARY \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

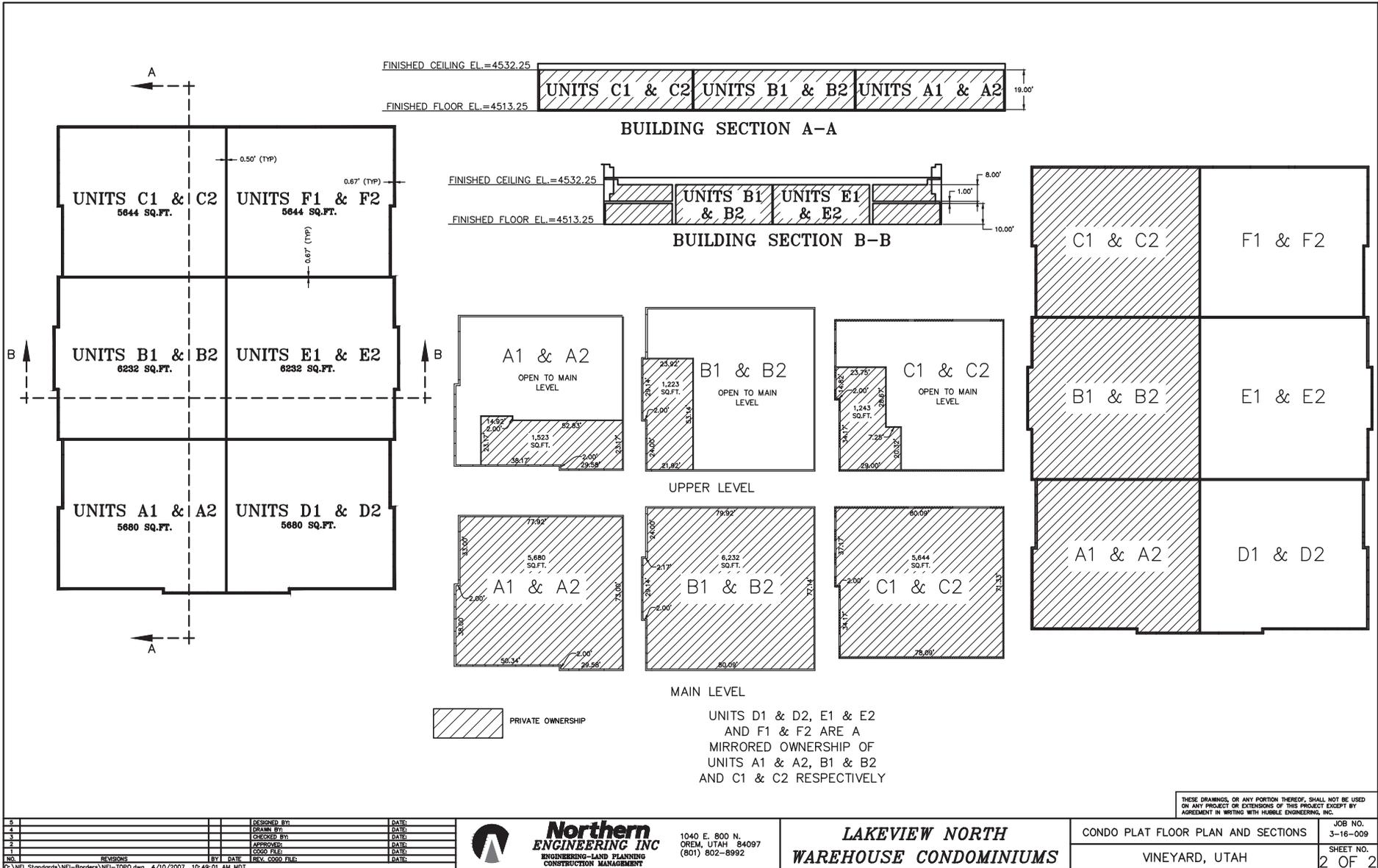
THE CITY COUNCIL OF LINDON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_\_\_  
 MAYOR/PLANNING COMMISSION CHAIR \_\_\_\_\_  
 PLANNING DIRECTOR \_\_\_\_\_  
 CITY ATTORNEY \_\_\_\_\_  
 APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 CITY ENGINEER (SEE SEAL) CITY RECORDER (SEE SEAL)

**CONDITIONS OF APPROVAL**

**CONDOMINIUM PLAT**  
**LAKEVIEW NORTH WAREHOUSE**  
**CONDOMINIUMS PHASE 1**  
 SHEET 1 OF 2

TOWN OF LINDON UTAH COUNTY, UTAH  
 SCALE: 1" = 30 FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL CLERK-RECORDER SEAL



**7. Discussion Item — Chamber of Commerce Participation**

*(30 minutes)*

The City Council will discuss Chamber of Commerce activities, demand for chamber services by Lindon businesses, and chamber benefits in general. They will hear from the Pleasant Grove Chamber of Commerce regarding a proposal for Lindon City to partner with the PG Chamber and a request to financially support the PG Chamber on an annual basis. The Utah Valley Chamber of Commerce has also been invited to answer questions about services provided through their Chamber. Feedback will be provided but no motions made.

Planning & Economic Development Director, Hugh Van Wagenen, will present a summary of Lindon's past involvement with Chamber of Commerce entities in the past, and local business inquiry/interest in Chambers. See attached summary of issues from Hugh.

After a meeting with the Pleasant Grove Chamber a couple weeks ago Lindon staff has asked for information from the PG Chamber regarding their requested funding by the City and their joint Chamber membership proposal, but as of the writing of this report we have not received anything from them.

Utah Valley Chamber has provided a summary of their services and a proposal to join the UV Chamber as a 'Gold Member' the same as Provo and Orem cities.

No motion needed.

# PG Chamber of Commerce Request

---

## Summary

The Pleasant Grove Chamber of Commerce has approached Lindon City to contemplate a Pleasant Grove/Lindon combined Chamber of Commerce. The goal is to combine financial resources in order to hire a full-time employee to act as Chamber President rather than continuing with a part-time employee.

For many years Pleasant Grove City has lent a City employee to the Chamber on a part time basis and allowed the Chamber to use City office space. The most recent employee/president has left to pursue a full-time position elsewhere. With this transition, Pleasant Grove has decided to not provide the Chamber with a part-time employee, but rather directly contribute financially with about \$18,000 to \$20,000 a year.

The Chamber feels that now is the time to recruit a full-time employee who can build on the momentum the Chamber has seen over the last 2-3 years. Hiring a new part-time president will not enable Chamber memberships and services to reach a new level.

In approaching Lindon, the Chamber is requesting \$10,000 that would be used with the Pleasant Grove funds as salary compensation for a full-time president. Additionally, \$1,500 to \$2,000 one time monies would be needed to rebrand the Chamber into the Pleasant Grove/Lindon hybrid. As membership levels between Pleasant Grove and Lindon businesses become similar in the future, Lindon could possibly have its own chamber. Another alternative under equal membership levels is for Pleasant Grove City to decrease its annual contribution while Lindon City would increase its contribution as more Lindon businesses would be serviced.

Return on investment could be measured by new businesses joining the Chamber, retention rates, and feedback from businesses regarding the benefits of chamber membership.

American Fork Chamber of Commerce is also seeking a new president. There is a thought that American Fork, Pleasant Grove, and Lindon should combine to hire one individual to act as president for both chambers and have one part-time clerical employee.

In the interest of best serving Lindon businesses, Lindon City Staff reached out to the Utah Valley Chamber of Commerce to see what benefit local businesses would receive with a \$10,000 City contribution. A response letter is attached.

Also attached is a blog post from former Pleasant Grove Chamber Executive Director David Larson entitled, *"6 Reasons Every Business Should Join a Chamber of Commerce."*

## Facts/Figures/Anecdotes

- Lindon has 772 registered businesses.
- 6 Lindon businesses are members of the Pleasant Grove Chamber of Commerce, according to the Chamber website.
- Lindon City is currently a member of the Utah Valley Chamber of Commerce.
- 32 Lindon businesses are members of the Utah Valley Chamber of Commerce.
- Lindon City Staff has received minimal comments regarding local business interest in any chamber of commerce. A current Lindon Business Survey is on the City website, City Facebook page, and has been mailed to 194 businesses. Of the minimal number of responses received, no businesses have expressed anything more than a neutral interest in a local chamber of commerce.
- Please see attached spreadsheet showing differing Cities' contributions to local chambers and the membership rates for those chambers.



Hugh Van Wagenen  
 Lindon City  
 100 N State Street  
 Lindon, UT 84042

Dear Mr. Van Wagenen:

Thank you for the opportunity to present our offer to provide service and support to the Lindon business community. We would love the to opportunity to meet with you to discuss these options in the future.

Here are a couple of options to consider:

1. Join the Utah Valley Chamber as a member and enjoy the benefits of promoting Lindon City. If you weren't aware, Provo and Orem are members as are the Utah County Commissioners. Orem and Provo are both currently Gold members of the Chamber. This membership is \$5000 a year. In addition to co-sponsoring events and working closely with these cities, their memberships include:
  - a. **Sponsorship credit \$1500**
  - b. Advanced selection of sponsorship opportunities
  - c. Includes all Business Builder benefits
  - d. Corporate recognition in Chamber publications
  - e. Access to exclusive invitational events
  - f. Opportunity to host after hours event
  - g. Business spotlight opportunities
  - h. Premium Chamber web presence
  
2. Option 2 is part of a bigger proposal with many moving parts. At a very high level, the Utah Valley Chamber would be the city chamber for Lindon, Pleasant Grove and potentially American Fork- in addition to our continuation of service to Provo and Orem.
  - a. Our services would provide active business development solicitation of the businesses in those three communities to join the Utah Valley Chamber. Currently, we don't actively recruit these areas. If they contact us directly, we provide them with membership options. The funds from each city would provide the compensation for this new position.
  - b. Advocacy and support for members businesses as needed for economic development in the respective cities.
  - c. Event sponsorship credit for each city as determined by them. Amount would be negotiated later.
  - d. The website, [www.thechamber.org](http://www.thechamber.org), would be updated to reflect each individual city by page with links back to the city home pages.
  - e. Active marketing of city events using Chamber marketing channels; email, Facebook, Twitter, Instagram etc. Production support for city events can be negotiated.
  - f. Networking event locations rotated through each city up to two times per year. Membership includes a season pass to one networking event per month (10 months).

Details about the Utah Valley Chamber to keep in mind:

- 32 Lindon businesses are members of UVCC

- Event attendance is up 10% year over year
- Membership retention rate is 85%. Industry standard is 86%.
- Our weekly email newsletter has an average open rate of 28% and the click through rate average is 15%.

We would love to work more closely with Lindon City to promote business prosperity among the companies that call Lindon Home. We look forward to speaking with you again to discuss these options.

# 6 Reasons Every Business Should Join Their Local Chamber of Commerce

by **David J. Larson - Executive Director, Pleasant Grove Chamber of Commerce** on April 28th, 2015

Are you so busy working “in” your business that you are unable to work “on” your business? Why then should you join your local chamber of commerce when it might mean more time away from the office? Here are six reasons chamber participation is not a fruitless burden on time, but a true benefit to your business and your life.

## 1. Relationships

This isn't about networking – this is about gaining friends, associates, and even advocates. The people you get to know may or may not do business with you, but the social and emotional return in building meaningful, lasting relationships can be more meaningful than the financial return you seek. As you attend events, serve on committees, and interact with people outside your normal routines you will have the opportunity to interact with all types of people. This in turn will create better relationship building skills that can crossover to improve non-business aspects of your life as well.

## 2. Visibility

The age-old adage applies here – “out of sight, out of mind.” While many companies are looking to make be seen in the cyber world, and are doing a very good job of it, there is nothing that sells your business better than being in front of people face to face. Business is so much more than simple transactions of money for goods/services with its root in relationships. You are the business; the business is you. The client is so much more likely to buy when they know you are the brains behind the operation and have seen you regularly participating in non-transaction based functions. Chambers provide so many opportunities to spend time with potential friends (read: potential clients) in non-transaction based functions that you will be top of mind when they or someone they know is looking for your product/service.

## 3. Promotion

Chambers offer a wide-range of advertising options and sponsorship packages. Typically, for a similar cost of a few minor ads in traditional advertising mediums, a business can sponsor entire programs or events through a chamber. Beyond the paid advertising options, chambers also have ways to provide additional business promotion for free through monthly and annual awards, social media, regular newsletters, and even printed materials.

Amazingly, even some member businesses do not take advantage of the free marketing opportunities provided through chambers of commerce. Most chambers have weekly or monthly newsletters that will include “member news” sections or flyers from local businesses advertising sales, discounts, or special events. Our chamber even has an ability to provide a free landing page online for your business with any level of membership. Chambers are always looking for member-related news to share with the community through their own advertising networks and social media. Chambers rarely spend money advertising the chamber as an organization; they spend on advertising opportunities that members can utilize.

## 4. Community Connection

Some business leaders in large companies have expressed the feeling that they're too big or not local enough to need local chambers of commerce. One flaw in that thinking is that they and their employees are very much a part of the local economy, regardless of the number of franchise locations they have in other states. Chambers are not-for-profit organizations desired to lift the economy. They work very closely with governments to provide a representative business voice when needed. Participating in a chamber provides business with an avenue to express their legislative policy questions directly to the legislatures. Sometimes being a good “corporate citizen” means being the community partner that all the “little guys” expect you to be. If a major player in the local economy isn't involved in discussions about the local economy, then the conversations (and potentially decisions) are missing a key point of view.

## 5. Ongoing Training & Education

For companies that do not have a large training budget, getting to national conferences or bringing in experts is out of the question. Luckily, chambers provide an inexpensive way to bridge the gap between no training and topic-expert training. There may not be better organizations at providing relevant speakers and guest trainers in a timely manner than chambers of commerce. Based on member surveys and ongoing member communication, chambers can provide speakers at events or links to expert articles through emails and newsletters that members specifically request. For the bargain cost of membership, business leaders are essentially enrolled in an continuing education course in business management provided through the chamber, they simply need to attend.

## **6. Programs and Events**

Membership in a chamber of commerce provides access to all of their programs and events, which are many. As a chamber director, sometimes I feel like all I'm doing is event planning. Chamber events include business training luncheons, networking specific events, awards banquets, golf tournaments, city celebration events, and many others specific to each chamber. All of these events are designed to build your business in some fashion, whether through training, promotion, networking, or community service and can be the perfect addition to the other methods a business employs for building their business.

Because of these six reasons, and many others, chambers are known to stimulate business-to-business commerce in the local economy. Research shows that a major part of small business typically comes from business-to-business services, so participating in local chambers of commerce as a small (or large) business is an easy way to increase local visibility, build credibility, and expand your contacts.

I must point out the importance of the word participate. Joining a chamber is great. A business receives many benefits online and behind the scenes. However, joining only gets you so far. Participating is the true key to receiving the benefits of chamber membership. It is similar to sitting in a college algebra course for an hour posting to social media. You are no better off than if you didn't attend. Only through attending events, talking to members you've never met before, serving on committees, and taking advantage of the advertising opportunities presented will your membership become more than another calendar item you will avoid to create time for "more important" or "more urgent" business and become the benefit to your business you've been searching for. It's up to you.

# Utah County Local Chambers of Commerce Figures

Chamber	Cities covered	# Chamber Members	Business License	% market penetration	financial Contribution from city	additional city contribution
American Fork		121		6.05%		
	Alpine		329		\$ -	
	American Fork		1412		\$ 5,000.00	office space, billboard (\$9180)
	Highland		260		\$ -	
	total		2001			
Lehi Area		197		7.25%		
	Eagle Mountain		438		\$ 5,000.00	signage deal (\$12000)
	Lehi		1878		\$ 22,000.00	office space
	Saratoga Springs		400		\$ 5,000.00	
	total		2716			
Pleasant Grove		71		3.19%		
	Cedar Hills		108		\$ -	
	Lindon		739		\$ -	
	Pleasant Grove		1387		\$ 20,000.00	office space
	total		2229			
Payson		123		12.40%		
	Payson		800		\$ 12,000.00	
	Santaquin		192		\$ 6,000.00	
	total		992			
Spanish Fork/Salem Area		258		18.47%		
	Salem		140		\$ 2,000.00	
	Spanish Fork		1257		\$ 7,500.00	office space
	total		1397			
Springville		118		8.33%		
	Springville		1141		\$ 5,000.00	office space, golf course
	Mapleton		275		\$ -	
	total		1416			
Utah Valley		324		2.79%		
	Orem		4267			
	Provo		7365			
	total		11632			

**8. Discussion Item — Secondary Water Use in Lindon***(45 minutes)*

The City Council will discuss secondary water (pressurized irrigation) usage in Lindon City and review options for protecting and conserving secondary water resources and associated infrastructure within the City. City Engineering and Public Works Water Division staff will be available to present data, answer questions, and make recommendations for future infrastructure needs and usage restrictions.

Representatives from JUB Engineers will present data and info on secondary water use in Lindon. Stress upon the current secondary system, which is 20 years old, is starting to become more apparent and actions are needed to sustain and maintain the system into the future. Secondary water is not metered and data shows usage far exceeds recommended watering levels.

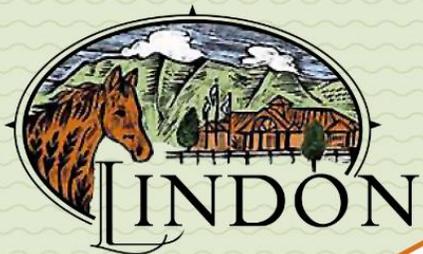
See attached presentation that will be reviewed in detail.

It is recommended that starting next watering season (2017) that Lindon City implement the following watering restrictions:

*Outdoor watering is limited to three days per week according to street address as follows:*

- *Odd-numbered addresses water on Monday, Wednesday, Friday*
- *Even-numbered addresses water on Tuesday, Thursday, Saturday*
- *No outdoor watering on Sunday*
- *No outdoor watering between the hours of 10am to 6pm (no day-time watering)*

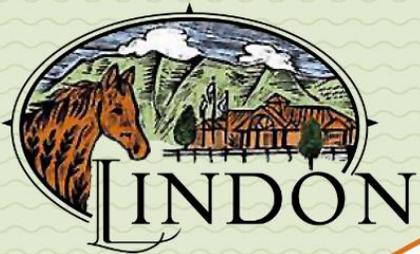
A strong PR campaign will be needed to help educate the public about this change and the reasons behind the restrictions. Suggestions for public outreach will be reviewed in the meeting.



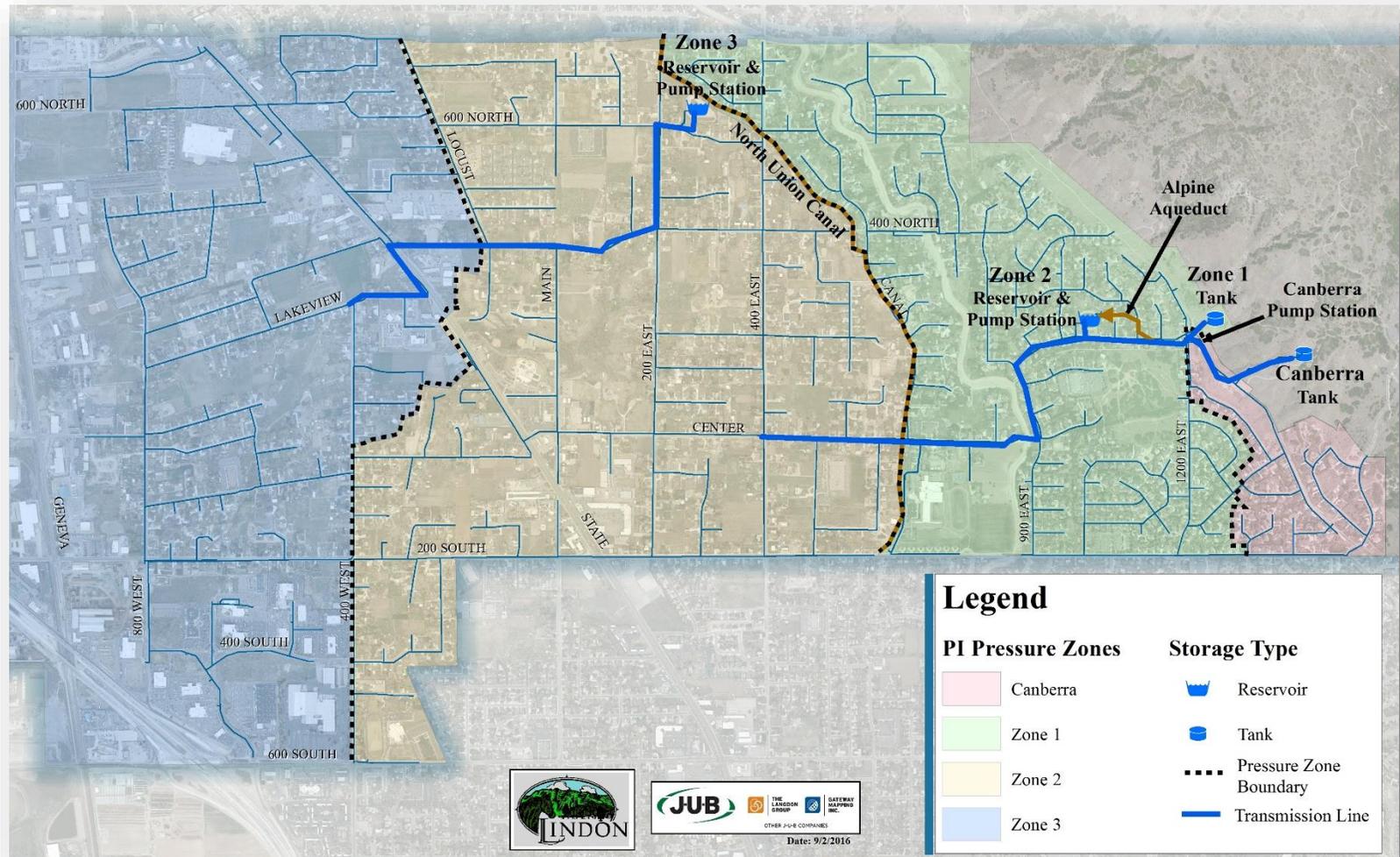
# Lindon City Pressurized Irrigation

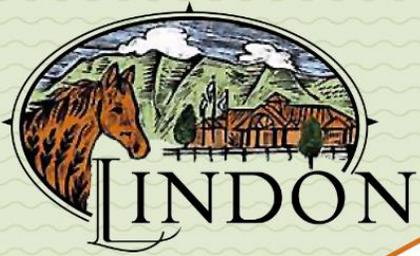
## Analysis of Water Use and System Issues





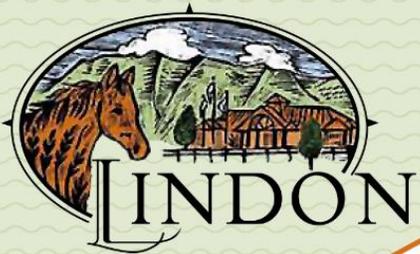
# The Pressurized Irrigation System



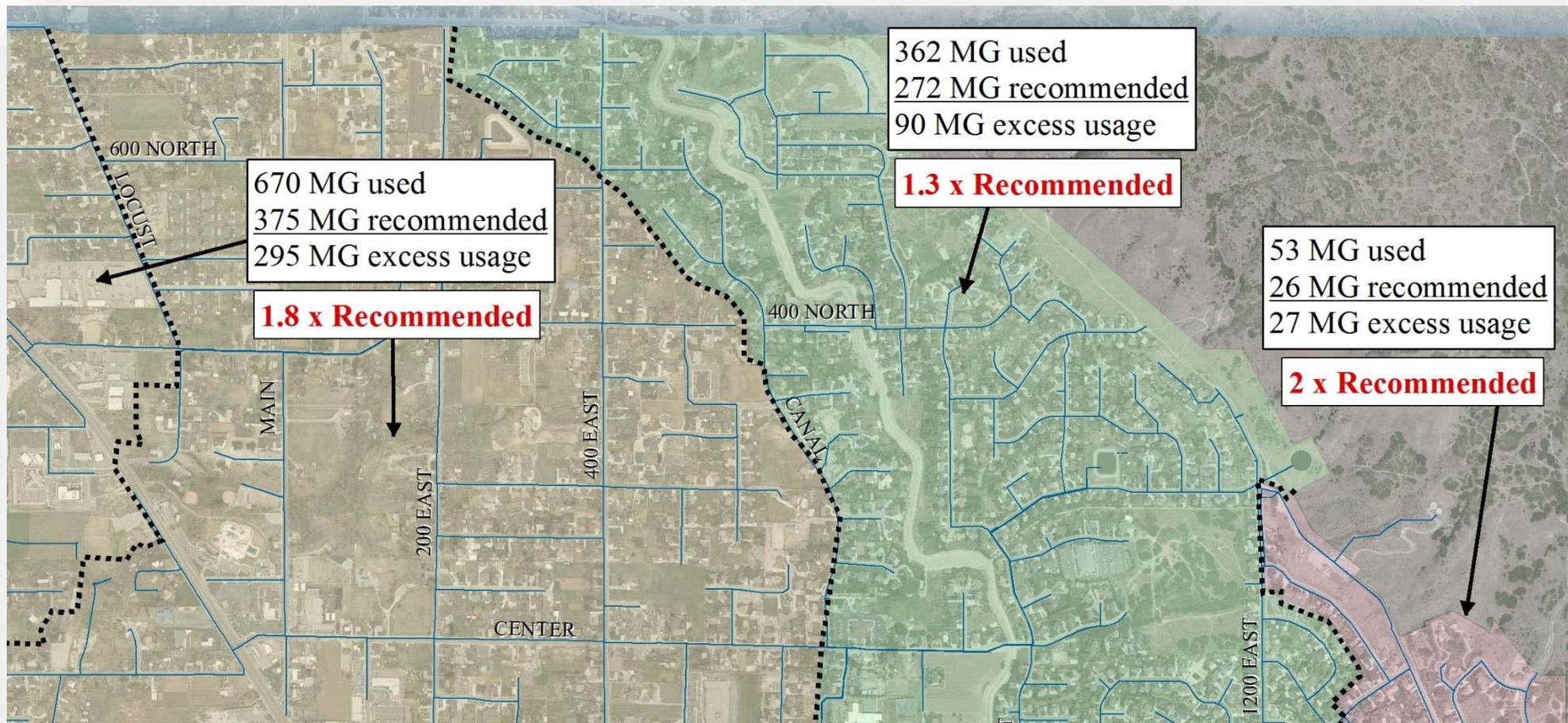


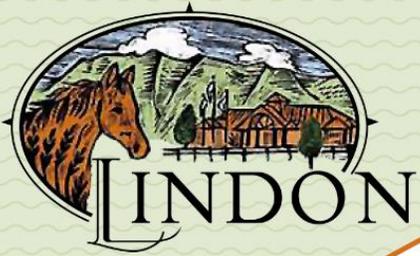
# System Issues and Concerns

- Excessive water use
- System is struggling to satisfy high water use
- The system was designed for lawn and garden use
- PI rates have remained the same since 1993
- Original infrastructure is over 20 years old
- North Union Canal lining is failing
- Canal and aqueduct delivery costs per gallon are increasing
- Areas with low pressure, especially during high use times



# The Pressurized Irrigation System

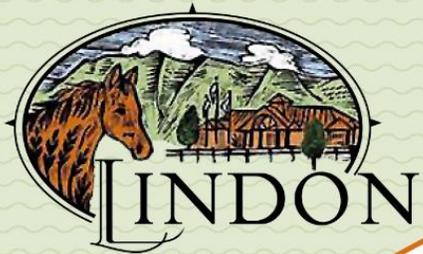




## Just How Much is Lindon Using?

- 1,100,000,000 gallons of pressure irrigation water used per season
- 400,000,000 gallons in excess of USU's recommended water usage

Just how much excess water is that??

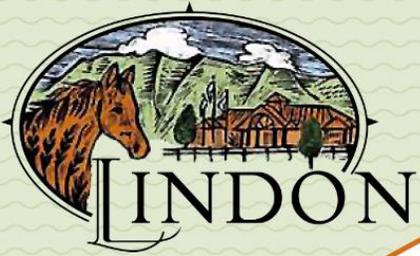


## Excess Usage

Enough water to  
fill Lavell Edwards  
Stadium.....



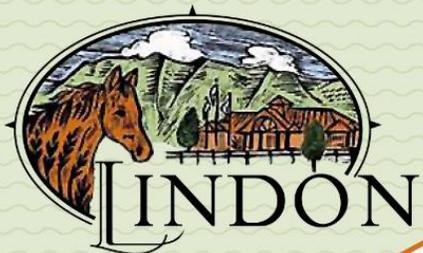
**2.5 times!**



## Current System Issues

**Main Issue:**  
*Lindon City residents are using 60% more than the necessary amount of irrigation water.*

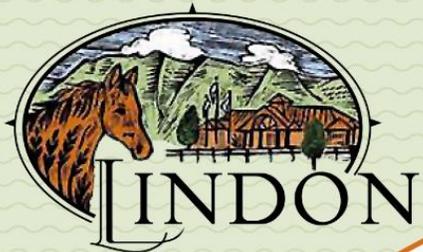
- North Union Canal lining is aging, leaking, and beginning to fail
- The State is looking to take a more active role in water use and regulation – staying ahead of this is wise
- Current adjudication process - preserving our rights



# System Capacity and Conditions

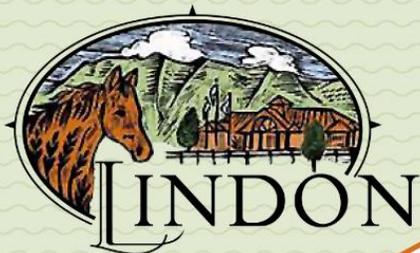
Canal lining collapse  
August 2016





## What Does this Mean?

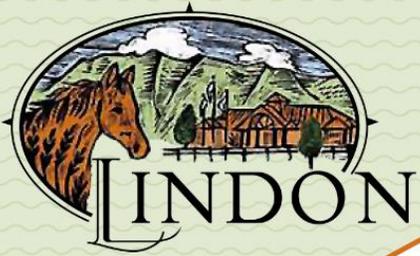




## Two Approaches for Improvement

Combining elements from both approaches may be the most effective way to address the issues surrounding the pressurized irrigation system.



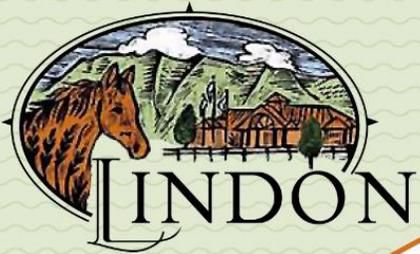


# Increase Capacity and Reliability

## Infrastructure Improvements

- Increase North Union Canal Capacity and Reliability
  - Evaluate feasibility of piping entire canal
  - Pipe high risk areas immediately
- Increase Zone 2 pump station capacity
- Operational enhancements



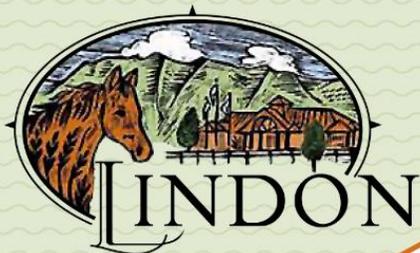


# Reduce Water Use

## Water Use Regulation

- Water Restrictions
  - **Odd house numbers** water **Monday, Wednesday, and Friday.**
  - **Even house numbers** water **Tuesday, Thursday, and Saturday.**  
(similar to Cedar Hills, Pleasant Grove, Salem, and American Fork)
  - **Restrictions are enforced** with warnings and fines



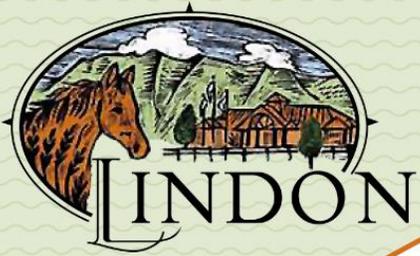


# Reduce Water Use

## Metering

- Individual User Metering
  - Install and require secondary water meters on every property
  - Properties charged based on water usage  
(currently done in Saratoga Springs, Santaquin, American Fork, Springville, and Spanish Fork)
- System Meter Upgrades
  - Replace unreliable meters





# Reduce Water Use

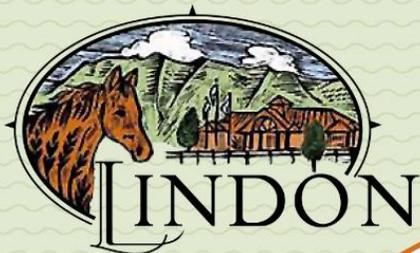
## Public Awareness Campaign

Helping Lindon City residents to understand that current levels of use are putting stress on the system

Give simple, easy & free ways to reduce individual use

- App showing recommended watering amounts
- Tips for changing habits (e.g. sweep instead of spraying off driveway)
- WaterWise planting



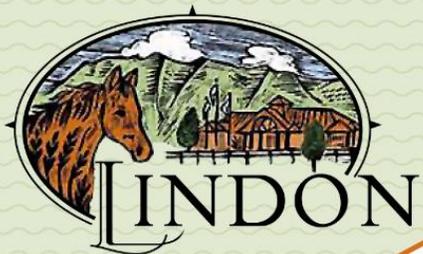


# Reduce Water Use

## Public Awareness Campaign

- Additional simple, easy & free ways to reduce individual use
  - Water conservation educational materials for students and teacher
  - Rebates on EPA “WaterSense” smart controllers
  - Slow the Flow free water check



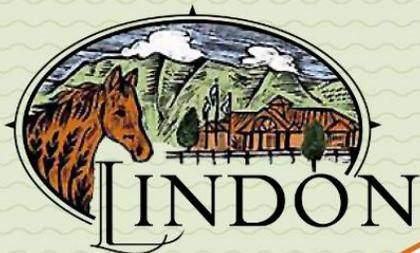


# Reduce Water Use

## Public Awareness Campaign Examples

- Park City
- Woods Cross





# System Improvement Recommendations

Increase capacity & reliability



Reduce water use

## Water Metering

- Investigate feasibility of installing water meters on all properties
- Replace unreliable meters at booster pumps and reservoirs to track system usage and identify losses in the system

## Implement irrigation schedule

- Odd and even numbered houses on different days of the week
- No watering on Sundays (only spot watering?)

## Initiate a water use awareness campaign to educate the public

- Community focused message like – “We are all in this together – our water, our responsibility”
- Collaborate to identify the tools that work best for Lindon

**9. Review & Action — New Public Works Positions**

*(20 minutes)*

City Administrator, Adam Cowie, will present a request for budget approval of three additional full-time employees within the Public Works Department. Growth in city infrastructure, demand for utility services and need to increase regular maintenance of existing infrastructure necessitates additional employees in the Water, Sewer, and Public Works Inspection divisions within the Public Works Department. Estimated fiscal impact of the three positions is \$216,370.49 with the majority of costs covered by utility enterprise funds (water, sewer, storm water).

Over the last several years the City has anticipated that new positions at Public Works will be needed as new infrastructure increases and older infrastructure requires more maintenance and/or replacement.

Part of the utility rate study and subsequent multi-year increase to utility rates was in anticipation of needing additional public works employees for improved operation and maintenance of existing and future infrastructure. Anticipated new positions were also highlighted in the Budget Kick-off meeting held in February of 2016. Fiscal impact has been evaluated with healthy and/or improving enterprise fund balances showing it is financially stable to move forward with the new positions.

City Administration had hoped for a new Public Works Director to be involved in hiring and selection of additional Public Works employees, but waiting for this position to be filled is not prudent. With current and projected growth in the City, additional help is needed as soon as possible. Current PW employees are stretched very thin between various activities (often outside of their regular duties). Routine maintenance of infrastructure is often postponed to concentrate on immediate problems and needs.

In addition to these three new positions, an additional 2-3 positions are anticipated over the next few years including potential employees in storm water, streets, and a possible in-house engineer.

Administration is requesting approval to advertise and begin to fill the three new positions and to include the updated expenditures in the October 2016 budget amendment.

**Sample Motion:** I move to (approve, continue, deny) creation of the three new positions in Public Works as presented and direct Staff to amend the 2016-17 budget accordingly in the October budget amendment.



## M E M O R A N D U M

To: Mayor Acerson, City Council Members, Adam Cowie  
 From: Kristen Colson  
 Date: September 1, 2016  
 Re: Impact of 3 new public works employees on fund balances

Adam asked me to look at the impact that hiring 3 new public works employees would have on the corresponding fund balances. The new personnel positions, estimated costs, and financial allocations are listed below.

Position	Salary	Benefits	Total	Fund Allocation
Water Technician	\$40,788.80	\$30,592.83	\$71,381.63	100% Water Fund
Sewer Technician	\$40,788.80	\$30,592.83	\$71,381.63	100% Sewer Fund
PW Inspector	\$43,014.40	\$30,592.83	\$73,607.23	25% General Fund 25% Water Fund 25% Sewer Fund 25% Storm Wtr Fund

The financial impacts on each fund are shown below.

<u>Fund</u>	<u>Financial Impact</u>
General Fund	\$18,401.81
Water Fund	\$89,783.44
Sewer Fund	\$89,783.44
Storm Water Fund	\$18,401.81

The table below shows the original budgeted ending fund balances for the 2017FY and then anticipated impact that the 3 new positions would have if they were filled on October 1, 2016 (with 75% of the fiscal year remaining).

<u>Fund</u>	<u>Original Ending Fund Balance</u>	<u>75% Financial Impact of New Positions</u>	<u>New Ending Fund Balance</u>	<u>% Variance</u>
General Fund	\$2,492,543	\$13,801	\$2,478,742	-0.55%
Water Fund	\$2,682,128	\$67,338	\$2,614,790	-2.51%
Sewer Fund	\$1,864,244	\$67,338	\$1,796,906	-3.61%
Storm Wtr Fund	(\$318,748)	\$13,801	(\$332,549)	-4.33%

The deficit in the Storm Water fund balance was expected to decrease about \$100k in the 2017FY. With this change, it is expected to go from (\$416,521) to (\$332,549) so we are still making headway on the deficit.

**COST OF FULL-TIME PUBLIC WORKS PERSONNEL**  
(using 2016-2017 pay scale and benefit rates)

			<u>Amount</u>
<b>Water Technician</b>			
Annual wage (Range 13, Step 4)	\$19.61/hr		\$ 40,788.80
Benefits			
Insurance benefit (Family)	\$1,491.92/mo.	\$ 17,903.04	
Annual Life Insurance	\$13.16/mo.	\$ 157.92	
LT Disability	0.50%	\$ 203.94	
Retirement			
Pension	18.47%	\$ 7,533.69	
401k, 457 or IRA	3.00%	\$ 1,223.66	
Workers Comp.	1.10%	\$ 450.23	
FICA	7.65%	\$ 3,120.34	
Total Benefits			\$ 30,592.83
<b>Total Cost of Full-time Water Technician</b>			<b><u><u>\$ 71,381.63</u></u></b>
<b>Sewer Technician</b>			
Annual wage (Range 13, Step 4)	\$19.61/hr		\$ 40,788.80
Benefits			
Insurance benefit (Family)	\$1,491.92/mo.	\$ 17,903.04	
Annual Life Insurance	\$13.16/mo.	\$ 157.92	
LT Disability	0.50%	\$ 203.94	
Retirement			
Pension	18.47%	\$ 7,533.69	
401k, 457 or IRA	3.00%	\$ 1,223.66	
Workers Comp.	1.10%	\$ 450.23	
FICA	7.65%	\$ 3,120.34	
Total Benefits			\$ 30,592.83
<b>Total Cost of Full-time Sewer Technician</b>			<b><u><u>\$ 71,381.63</u></u></b>
<b>Public Works Inspector</b>			
Annual wage (Range 17, Step 1)	\$20.68/hr		\$ 43,014.40
Benefits			
Insurance benefit (Family)	\$1,491.92/mo.	\$ 17,903.04	
Annual Life Insurance	\$13.16/mo.	\$ 157.92	
LT Disability	0.50%	\$ 203.94	
Retirement			
Pension	18.47%	\$ 7,533.69	
401k, 457 or IRA	3.00%	\$ 1,223.66	
Workers Comp.	1.10%	\$ 450.23	
FICA	7.65%	\$ 3,120.34	
Total Benefits			\$ 30,592.83
<b>Total Cost of Full-time Public Works Inspector</b>			<b><u><u>\$ 73,607.23</u></u></b>

## **LINDON CITY JOB DESCRIPTION**

TITLE: WATER SYSTEM MAINTENANCE TECHNICIAN

EFFECTIVE DATE: 8-05-14

DEPARTMENT: PUBLIC WORKS

FLSA CODE: NONEXEMPT

### NATURE OF THE WORK

Under the direction of the Public Works Director and Water Division Superintendent, inspects and maintains the City's Culinary Water and Secondary Water system and City vehicles and equipment used in inspecting, maintaining, and repairing the City's water system.

### EXAMPLES OF DUTIES

Inspects, maintains, and operates a variety of construction and maintenance vehicles and equipment including backhoes, loaders, and dump trucks in water system inspection, maintenance and repair activities; excavates trenches in the maintenance and repair of water lines and mains; places barricades, signs, and traffic cones around work sites to protect public and operators; lays, connects, tests, and disinfects water mains; inspects, taps, flushes, and cleans water mains; inspects and repairs fire hydrants; inspects and regulates chlorine on spring water; inspects and maintains springs and water distribution lines; works with citizen complaints and concerns; inspects water meters; processes work orders dealing with water meter problems; inspects, maintains, and repairs water wells, water tanks, and chlorinator; files reports and keeps detailed records of inspections and maintenance of water systems; may assist with on-call emergency coverage for various public works' needs; required to work after hours as needed for emergency repairs or scheduled maintenance work; and performs other related duties as assigned.

### KNOWLEDGE, ABILITIES, AND SKILLS

Knowledge of:

- Construction and maintenance vehicles and equipment;
- Culinary Water & Secondary Water system distribution and operations;
- Inspection methods and procedures;
- Record keeping; and
- Public relations.

Ability to:

- Operate construction and maintenance vehicles and equipment;
- Operate personal computer and email;
- Understand verbal and written directions and instructions;
- Effectively communicate in both oral and written methods;
- Organize and follow through with multiple projects of various complexity at the same time;
- Establish and maintain effective working relationships with City officials, staff, and the general public; and
- Adequately perform job functions as listed in 'examples of duties'.

### EDUCATION AND EXPERIENCE

A standard senior high school diploma plus 1 year of related water system inspection, maintenance, and repair and/or similar equipment operation experience, or an equivalent combination of education and experience.

### LICENSES AND CERTIFICATES

Requires a valid State of Utah Commercial Driver License (CDL), w/no significant violations or restrictions that prohibit ability to perform essential job duties; and

Must be certified by the State of Utah as a Grade 1, 2, 3, or 4 Certified Water Operator, or be able to become certified within 24-months of being hired.

### WORKING ENVIRONMENT

Outdoor work required in various weather conditions; Normal office setting for writing reports.

Physical hazards involved in operating construction and maintenance vehicles and equipment.

Moderate to heavy physical effort is required; Heavy lifting is necessary.

Selected applicant must pass a drug screening test, criminal background check, and driver license check prior to official offer of employment.

## **LINDON CITY JOB DESCRIPTION**

TITLE: STORM AND WASTEWATER TECHNICIAN

EFFECTIVE DATE: 5-1-00

DEPARTMENT: PUBLIC WORKS

FLSA CODE: NONEXEMPT

### NATURE OF WORK

An incumbent in this position must be able to perform a variety of skilled and semi-skilled tasks related to storm and wastewater maintenance and operations. Also must be willing to work on weekends and after hours for emergencies and non-emergency maintenance operations.

### EXAMPLES OF DUTIES

Monitor, repair and have a general knowledge of sewer lift stations. Grease and clean lift station equipment. Read and interpret meters and gauges. Respond to emergency calls as needed. Locate problems and operate storm and sewer cleaning equipment to clear stoppages and clean up minor flooding. Assist in operating video inspection equipment. Mechanically clean storm and sewer pipe lines. Install and repair storm and sewer laterals and trunk lines. Install secondary water systems. Repair water main breaks. Operate a snow plow. Assist with cemetery interments. Enter and work in permitted confined spaces and underground trenches. Read and understand computer and paper mapping. Other duties as assigned.

### KNOWLEDGE, ABILITIES AND SKILLS

Knowledge of:

- Construction and maintenance of vehicles and equipment
- Construction codes and ordinances
- Construction trades and their practices
- Report writing and record keeping

Ability to:

- Operate light, medium and heavy duty equipment including street sweeper and vector truck
- Understand verbal and written directions and instructions
- Interact effectively with officials, administrators, co-workers, contractors and construction workers.
- Work safely and properly around hazardous waste.

Skill in:

- Using computer equipment.

### EDUCATION AND EXPERIENCE

A standard senior high school diploma plus 1 year of related equipment operation experience or an equivalent combination of education and experience.

### LICENSES AND CERTIFICATES

Able to obtain a valid State of Utah Commercial Driver License.

### WORKING ENVIRONMENT

Physical hazards involved in operating construction and maintenance vehicles and equipment; Moderate to heavy physical effort is required; Heavy lifting is necessary – up to 50 lbs.

Selected applicant must pass a drug screening test, criminal background check, and driver license check prior to official offer of employment

## **LINDON CITY JOB DESCRIPTION**

TITLE: PUBLIC WORKS INSPECTOR

EFFECTIVE DATE: 5-1-00

DEPARTMENT: PUBLIC WORKS

FLSA CODE: NONEXEMPT

### NATURE OF THE WORK

Under direction of the Director of Public Works, the Public Works Inspector for the City carries out inspections of the City's infrastructure including new developments, sewer and water laterals, curb, gutter, roadways, and sidewalks; keeps records of inspections and lateral locations.

### EXAMPLES OF DUTIES

Performs inspections to ensure that all construction work performed in the City by contractors is performed according to City standards and specifications; reviews plans for placement of all utilities, valves, and hydrants; informs contractors of City requirements regarding inspections, testing, backfill, signage, and time frame; inspects all new development within the City to make certain that contractors have the proper and approved set of plans and cut sheets before they begin construction; inspects sewer main installation to make sure it is installed at the right depth, slope, and location true to line and grade; ensures that laterals are placed in the right location; inspects water main to ensure that right materials are used; inspects fire hydrants, secondary and storm drains; performs other related duties.

### KNOWLEDGE, ABILITIES, AND SKILLS

Considerable knowledge of:

- Construction codes and ordinances;
- Construction trades and their practices;
- Report writing;

Ability to:

- Interact effectively with officials, administrators, co-workers, contractors, and construction workers.

### EDUCATION AND EXPERIENCE

A standard senior high school diploma plus 4 years related experience in the construction trades or an equivalent combination of education and experience.

### LICENSES AND CERTIFICATES

Requires a valid State of Utah driver license.

### WORKING ENVIRONMENT

Considerable walking and standing is required;  
Some light to medium physical effort is required.

Selected applicant must pass a drug screening test, criminal background check, and driver license check prior to official offer of employment.

**10. Review & Action — Utah County HUD/CDBG Agreement; Resolution #2016-16-R** *(5 minutes)*

The City Council will review and consider Resolution #2016-16-R approving an updated Interlocal Agreement between Lindon City and Utah County to participate in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program.

See attached resolution and agreement. The following summary was provided to the City by the Mountainland Association of Governments CDBG coordinator:

In 2010 Utah County cities entered into an Interlocal Cooperation Agreement with Utah County to participate in the U.S Department of Housing and Urban Development's (HUD) Community Development Block (CDBG) Grant Program. The Interlocal Cooperation Agreement was for Federal Fiscal Years 2011, 2012, and 2013 and successive 3 year periods thereafter. The Interlocal Agreement automatically renews every three years unless a unit of government opts out. However, due to federal regulations changes have been made to the Civil Rights and fair housing language and the County sent out updated interlocal agreements and signature pages for each city. In the spring a new interlocal agreement was signed by the mayor, however HUD rejected the documents as they had not gone before each Council with associated resolutions. HUD has required that new resolutions be passed and then the new interlocal agreement be signed.

Lindon City has greatly benefited from CDBG grant funding in the past. Staff recommends approval of the interlocal agreement to enable Lindon to further participate in the programs.

**Sample Motion:** I move to (approve, continue, deny) Resolution 2016-16-R to continue participation in the HUD and CDBG programs.

**RESOLUTION NUMBER 2016-16-R**

**A RESOLUTION OF LINDON CITY TO PARTICIPATE IN THE UTAH COUNTY CDBG PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN LINDON CITY AND UTAH COUNTY RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2017, 2018 AND 2019 AND SUCCESSIVE THREE YEAR PERIODS THEREAFTER AND SETTING AN EFFECTIVE DATE.**

*WHEREAS*, LINDON CITY is not a CDBG Entitlement city; and

*WHEREAS*, LINDON CITY has previously entered into an Interlocal Agreement to participate in the Utah County CDBG program.

*NOW, THEREFORE, BE IT RESOLVED*, by the city council of LINDON CITY that the attached Agreement with the County is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

*FURTHER RESOLVED*, that the city council of LINDON CITY hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The Resolution, assigned no. 2016-16-R shall take effect immediately upon passage.

**PASSED AND APPROVED** this 6<sup>th</sup> day of September 2016.

By \_\_\_\_\_

Jeff Acerson, Mayor

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

COUNCILMEMBERS VOTING:

\_\_\_\_\_ Yea \_\_\_ Nay \_\_\_

Seal:

\_\_\_\_\_ Yea \_\_\_ Nay \_\_\_

**AGREEMENT NO. 2016-****INTERLOCAL COOPERATION AGREEMENT**

between

**UTAH COUNTY and LINDON CITY**

relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

for **FEDERAL FISCAL YEARS 2017 THROUGH 2019**

and successive 3 year periods thereafter

**AGREEMENT NO. 2016- \_\_\_\_\_**

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, TOWN OF GENOLA, TOWN OF GOSHEN, HIGHLAND CITY, LINDON CITY, MAPLETON CITY, PLEASANT GROVE CITY, PAYSON CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and TOWN OF VINEYARD.

all municipal corporations.

**RECITALS**

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and

expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to

receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2017 - 2019 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2017-2019) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant

computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions,

including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as

amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE PAGE FOR UTAH COUNTY  
TO  
INTERLOCAL COOPERATION AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2017 – 2019 AND  
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

STATE OF UTAH            )  
                                      :SS  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of \_\_\_\_\_ County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

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

\_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By signing below, Lindon City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2017, 2018, and 2019.

---

Mayor Jeff Acerson

**II. Review & Action — Utah County Major Crimes Task Force; Resolution #2016-17-R** *(5 minutes)*

The City Council will review and consider Resolution #2016-17-R approving an updated Interlocal Agreement for Lindon to continue participating in the Utah County Major Crimes Task Force. Lindon has participated in this organization since 2008. The new interlocal agreement will be effective until 2026 with participation fees paid based on population. Lindon City's fees of approximately \$3,600 per year have been budgeted annually.

See attached resolution and agreement. Lindon City has benefited from participation in the Major Crimes Task Force in the past. Staff recommends approval of the interlocal agreement to enable Lindon to further participate in the Task Force. Annual assessments have been budgeted for FY2017.

**Sample Motion:** I move to (approve, continue, deny) Resolution 2016-17-R to continue participation in the HUD and CDBG programs.

**RESOLUTION NO. 2016-17-R**

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH , PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, LONE PEAK PUBLIC SAFETY DISTRICT, CITY OF CEDAR HILLS, AND HIGHLAND CITY, RELATING TO THE ESTABLISHMENT OF AN INTERGOVERNMENTAL PROGRAM KNOWN AS THE UTAH COUNTY MAJOR CRIMES TASK FORCE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation; and

WHEREAS, adoption of said agreement by Lindon City is beneficial to the public.

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

SECTION I. Lindon City approves and adopts the Interlocal Cooperation Agreement hereby attached as Exhibit A.

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

PASSED AND ADOPTED by the Lindon City Council on this the 6<sup>th</sup> day of September 2016.

ATTEST:

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

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

SEAL:

**INTERLOCAL COOPERATION AGREEMENT**

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program  
known as the

**Utah County Major Crimes Task Force**

**AGREEMENT NO. 2016- \_\_\_\_\_**

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

**WITNESSETH:**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Effective Date; Duration.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

**Section 2. Administration of Agreement.**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city

becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a “Task Force operation.”

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member’s chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a “Task Force operation” upon the Task Force Director’s execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers’ home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

### **Section 3. Purposes.**

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

**Section 4. Manner of Financing.**

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

**Section 5. Participation.**

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with

policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

**Section 6. Seizures and Forfeitures.**

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate

distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

**Section 7. Addition of Other Members.**

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

**Section 8. Termination.**

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately

lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY

OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

**Section 9. Manner of Holding, Acquiring, or Disposing of Property.**

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

**Section 10. Indemnification.**

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

**Section 11. Amendments.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

**Section 12. Severability.**

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

**Section 13. Governing Law.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. Counterparts.**

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

**Section 15. Agreement Review and Updates**

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By: \_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

**PROVO CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF OREM**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**PLEASANT GROVE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**AMERICAN FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**ALPINE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SPANISH FORK CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SANTAQUIN CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LEHI CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SPRINGVILLE CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**PAYSON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**MAPLETON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SALEM CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**HIGHLAND CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**SARATOGA SPRINGS CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LINDON CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

**LONE PEAK PUBLIC SAFETY DISTRICT**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
ITS:

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
DISTRICT SECRETARY

\_\_\_\_\_  
DISTRICT ATTORNEY

**CITY OF CEDAR HILLS**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

## **12. Public Hearing — Justice of the Peace, Police, & Prison ordinance updates;**

### **Ord. #2016-17-O**

(10 minutes)

The City Council will review and consider Ordinance #2016-17-O approving necessary revisions to Lindon City Code (LCC) Chapters 2.16 “JUSTICE OF THE PEACE,” LCC 2.36 “POLICE DEPARTMENT”, and removing (repealing) LCC 2.40 “CITY PRISON”. These changes are cleaning up old code sections or removing sections that are no longer relevant to Lindon City.

**\*ADDITIONAL REVIEW IS NEEDED PRIOR TO FINALIZING THIS CODE UPDATE. PLEASE CONTINUE THIS AGENDA ITEM.**

These updates are house-cleaning issues to clear up older versions of the code. Brian Haws, City Attorney, provided the following summary of the changes and why they are beneficial:

*I have reviewed the questions regarding the City Code sections related to the Justice of the Peace, the City Marshal, and the City Jail and have the following responses:*

*Chapter 2.16: City Justice of the Peace:*

*The justice of the peace was an office that was originally established by the state legislature early in the history of Utah and was intended as local authority to hear matters pertaining to local city issues and minor crimes. This court and the office of the justice of the peace continued for a significant portion of Utah’s History, but in the late 80’s the legislature replaced the Justice of the Peace Court with the Justice Court system, which took local control of this court and placed it under the authority of the State Judicial Council. It is now the Judicial Council that makes and enforces all of the rules for the Justice Court. We do not need to keep this Chapter in the City Code.*

*Chapter 2.36: Police Department*

*The Office of Marshal, much like that of a justice of the peace, has been replaced by the office of Chief of Police. Section 10-3-918 allows the City to establish the administration of a police department to be vested in a chief of police or marshal. This chapter goes on to outline the chief’s authority and that of the police officers. As we use a chief of police to head our department, it would be appropriate to amend Chapter 2.36 to reflect both that we have a chief and to lay out his, and the officers, authority and responsibilities as generally set forth in 10-3-910 through 10-3-915, in addition to those specific authority we already set out in in Chapter 2.36.*

*Chapter 2.40: City Jail*

*I agree that we just need to strike this chapter from the City Code.*

**Sample Motion: I move to continue this agenda item to a future City Council meeting for further review of Ordinance 2016-17-O.**

### **13. 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

## 14. **Administrator's Report:**

*(10 minutes)*

### **Misc Updates:**

- September newsletter: <https://siterepository.s3.amazonaws.com/442/september16final.pdf>
  - November newsletter article: **Jake Hoyt** - Article due to Kathy Moosman last week in October.
- Culinary water – well chlorination status and water sampling updates
- Public Works Director vacancy status
- North Union Canal repairs needed
- Sewer back-up occurred on Sunday, Aug 21<sup>st</sup> impacting several properties on 900 East
- Hunter 2015 storm water flooding claim: Litigation filed against Lindon & Orem
- Update on easement acquisition for sewer lift station
- Geneva Park property – purchase offers
- UDOT Vineyard funding prioritization study
  
- Misc. Items:

### **Upcoming Meetings & Events:**

- September 5<sup>th</sup> – Labor Day. City offices closed.
- Sept 14<sup>th</sup>-16<sup>th</sup>, ULCT Conference in SLC
- Sept 12<sup>th</sup> @ 6:00pm – Drill Down for Safety – City-wide emergency drill
- Sept 16<sup>th</sup> – DUI Check point on Geneva Road, 8pm to Midnight
- November 8<sup>th</sup> – General Election

# Adjourn