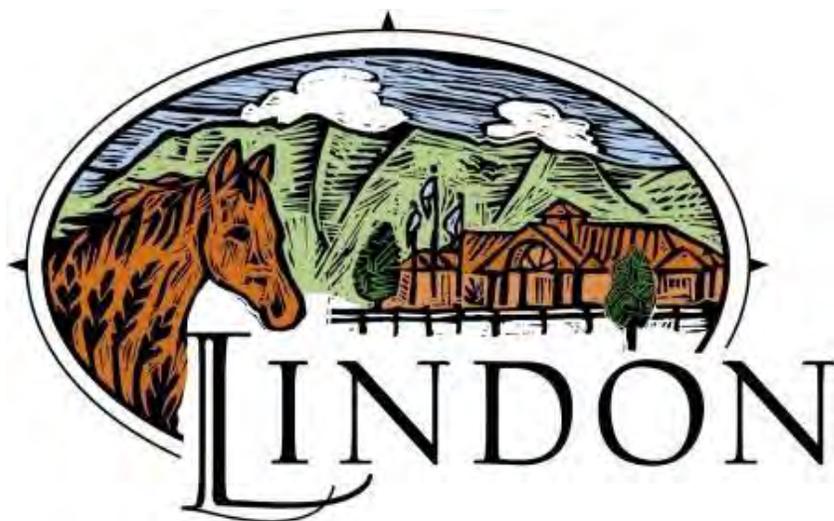


# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

September 20, 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 20, 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: Carolyn Lundberg

1. **Call to Order / Roll Call** (2 minutes)
2. **Presentations and Announcements** (5 minutes)
  - a) Comments / Announcements from Mayor and Council members
3. **Approval of minutes: September 6, 2016** (5 minutes)
4. **Consent Agenda – No Items**
5. **Open Session for Public Comment** (For items not on the agenda) (10 minutes)
6. **Public Hearing — LCC 12.20.215 Smoking & Vaping; Ordinance #2016-18-O** (10 minutes)
 

The Utah County Health Department has encouraged cities to adopt restrictions on smoking and vaping in city parks and recreational areas. The Council will consider creation of LCC 12.20.215 as recommended by Lindon's Parks Department to restrict smoking and vaping within 25' of playgrounds, pavilions, and other park facilities.
7. **Review & Action — Development Agreement for Utility Easement Acquisition** (20 minutes)
 

The City Council will review and consider a joint Development Agreement between Shadow Mountain Industrial Properties, Ivory Homes, and Lindon City for purposes of obtaining a utility easement through Shadow Mountain property identified as Parcel No **14:062:0051 on the records of the Utah County Recorder's Office**, to facilitate utility improvements beneficial to the public for improved sewer system facilities and serving the proposed Anderson Farms development.
8. **Public Hearing — Acquisition of Utility Easement \*** (5 minutes)
 

The City Council will consider a resolution to approve the taking of a public utility easement across private property currently owned by Shadow Mountain Industrial Properties and located upon property identified as Parcel No 14:062:0051 on the records of the Utah County Recorder's Office. The resolution under consideration will also approve the initiation of legal proceedings to exercise the City's right of eminent domain under §§ 78B-6-501 to 522 of the Utah Code.

*\*This item has been advertised and noticed as required by State Code to be considered at this Council meeting. However, due to recent negotiations with Shadow Mountain Industrial Properties no action is recommended (see item #7 above).*
9. **Concept Review — Ken's Cove Subdivision Zone Change** (20 minutes)
 

Deny Farnworth requests feedback on a proposal to rezone property from the R1-20 zone to the R1-12 zone. The associated concept plan is for 11 lots built on 3.7 acres located at approximately 545 West Gillman Lane. Feedback will be received but no motion will be made.
10. **Review & Action — Pleasant Grove Chamber of Commerce Funding Request** (25 minutes)
 

The City Council will review and consider a proposal from the Pleasant Grove Chamber of Commerce requesting that Lindon City participate in a partnership with the Pleasant Grove Chamber and make an annual contribution of \$10,000 per year to the Chamber.
11. **Discussion Item — Cemetery Policies** (25 minutes)
 

The City Council will review current cemetery policies and discuss whether changes in policies are needed, and review how any changes may impact current costs, operations, and maintenance. Any recommendations for changes will be drafted into future ordinance changes as directed by the Council.

**12. Review & Action — Aquatics Center Lighting Proposal***(20 minutes)*

The City Council will review a proposal to install lighting at the Lindon City Aquatics Center in order to increase night time rental opportunities, and thus increase revenues at the Aquatics Center to help offset costs of the facility. The Council will consider the proposal and whether to appropriate funding for the project.

**13. Discussion Item — City Center Park Restroom Facilities***(15 minutes)*

The City Council will discuss with the Parks & Recreation Director, Heath Bateman, options for restroom facilities at the City Center Park next to the horse riding arena. The Council will provide feedback and determine if funds should be appropriated.

**14. Review & Action — Historic Commission Appointments***(5 minutes)*

The City Council will review and consider recommendations for appointments to the Lindon City Historic Commission.

**15. 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       |

**16. 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://pmn.utah.gov>) and City ([www.lindoncity.org](http://www.lindoncity.org)) websites.

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

Date: September 16, 2016

Time: 4:00 p.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: Carolyn Lundberg

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

September 20, 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: **September 6, 2016**

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, September 6,**  
3 **2016, beginning at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100  
4 North State Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Jeff Acerson, Mayor  
9 Pledge of Allegiance: Dennis Kendall  
10 Invocation: Jake Hoyt, Councilmember

12 **PRESENT**

12 Jeff Acerson, Mayor  
14 Carolyn Lundberg, Councilmember  
14 Matt Bean, Councilmember  
16 Van Broderick, Councilmember  
16 Jacob Hoyt, Councilmember  
18 Dustin Sweeten, Councilmember  
18 Adam Cowie, City Administrator  
20 Cody Cullimore, Chief of Police  
20 Hugh Van Wagenen, Planning Director  
22 Kathryn Moosman, City Recorder

**ABSENT**

- 24 1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
- 26 2. **Presentations/Announcements** –
- 28 a) **Mayor/Council Comments** – There were no announcements at this time.
- 30 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council meeting of August 16, 2016 were reviewed.

32 COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE  
33 REGULAR CITY COUNCIL MEETING OF AUGUST 16, 2016 AS AMENDED.  
34 COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS  
RECORDED AS FOLLOWS:

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

THE MOTION CARRIED UNANIMOUSLY.

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

2 **CURRENT BUSINESS**

4 6. **Review & Action – Lakeview North Holdings Condo Plat, 1396 West 200**  
6 **South.** Joel Pilling seeks preliminary approval of a twelve (12) unit  
8 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.

10 Hugh Van Wagenen, Planning Director, led this agenda item by explaining this is  
12 a request by Joel Pilling (who is in attendance) and seeking preliminary approval of a  
14 twelve (12) unit condominium plat (6 units in each building) to be known as Lakeview  
North Warehouse Condominiums Plat A located at approximately 1396 West 200 South  
in the Light Industrial (LI) zone. He noted the Planning Commission recommended  
approval with a unanimous vote.

16 Mr. Van Wagenen explained this property received site plan approval in May of  
18 this year and the two buildings are now under construction. He noted Mr. Pilling intended  
to record a condominium plat for the two buildings but is just following up on his  
intended plan in moving forward. The surveyor wanted to get the exact corners of the  
20 foundation that was laid for the plat rather than doing it beforehand and wanted to wait so  
the exact property descriptions could be done from the actual building footprints.

22 Mr. Van Wagenen went on to say the minimum lot size in the LI zone is one (1)  
acre and condominium units do not need to meet this requirement, but this site does meet  
24 the requirement as it is just over five (5) acres. He noted there is not quite 350 feet of  
street frontage on 200 South. He pointed out that street improvements were completed as  
26 part of the site plan approval and no additional improvements are needed at this time.  
Mr. Van Wagenen commented that staff has determined that the proposed subdivision  
28 complies, or will be able to comply before final approval, with all of the remaining land  
use standards in LCC 17.32. He noted the City Engineer is addressing the engineering  
standards and all engineering issues will be resolved before final approval is granted. Mr.  
30 Van Wagenen stated that staff has no concerns as this is a pretty straightforward and  
32 appears to meet all requirements. Mr. Van Wagenen then referenced an aerial photo of  
the proposed subdivision and the preliminary plan followed by some general discussion.

34 Councilmember Hoyt asked about the price point on the units. Mr. Pilling stated  
the shell is around \$600,000 and tenants will do the improvements. He noted these units  
36 are more business oriented than personal use oriented and will be used as more of a  
commercial use.

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

40  
42 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE  
APPLICANT’S REQUEST FOR APPROVAL OF A TWELVE (12) UNIT  
44 CONDOMINIUM PLAT TO BE KNOWN AS LAKEVIEW NORTH WAREHOUSE  
CONDOMINIUMS WITH NO CONDITIONS. COUNCILMEMBER SWEETEN  
SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

46 COUNCILMEMBER BEAN AYE  
COUNCILMEMBER LUNDBERG AYE

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

6

7. **Discussion Item — Chamber of Commerce Participation.** The City Council  
 8 will discuss Chamber of Commerce activities, demand for chamber services by  
 Lindon businesses, and chamber benefits in general. They will hear from the  
 10 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  
 12 Chamber on an annual basis. The Utah Valley Chamber of Commerce has also  
 been invited to answer questions about services provided through their Chamber.  
 14 Feedback will be provided but no motions made.

16

Mr. Cowie stated Hugh Van Wagenen, Planning & Economic Development  
 Director, is in attendance to present a summary of Lindon’s past involvement with  
 18 Chambers of Commerce and the local business inquiry/interest in Chambers. He noted  
 after a meeting with the Pleasant Grove Chamber several weeks ago Lindon staff asked  
 20 for information from the PG Chamber regarding their requested funding by the City and  
 their joint Chamber membership proposal and they are in attendance tonight to present a  
 22 summary of their services. He noted the Utah Valley Chamber has also provided a  
 summary of their services and a proposal to join the UV Chamber as a ‘Gold Member’  
 24 the same as Provo and Orem cities. He noted that no motion is needed for this item as it is  
 for discussion only.

26

Mr. Van Wagenen led the discussion by explaining the Pleasant Grove Chamber  
 of Commerce has approached Lindon City to contemplate a Pleasant Grove/Lindon  
 28 combined Chamber of Commerce. He noted the goal is to combine financial resources in  
 order to hire a full-time employee to act as the Chamber President rather than continuing  
 30 with a part-time employee. For many years Pleasant Grove City has offered a City  
 employee to the Chamber on a part time basis and also allowed the Chamber to use City  
 32 office space. The most recent employee/president has left to pursue a full-time position  
 and with this transition, Pleasant Grove has decided to not provide the Chamber with a  
 34 part-time employee, but rather directly contribute financially with about \$18,000 to  
 \$20,000 a year.

36

Mr. Van Wagenen went on to say 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  
 38 recent years and hiring a new part-time president will not enable Chamber memberships  
 and services to reach a new level. He noted in approaching Lindon, the Chamber is  
 40 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  
 42 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  
 44 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  
 46 Lindon City would increase it contribution as more Lindon businesses would be serviced.  
 Return on investment could be measured by new businesses joining the Chamber,

2 retention rates, and feedback from businesses regarding the benefits of chamber  
 4 membership. He noted the American Fork Chamber of Commerce is also seeking a new  
 6 president and there is a thought that American Fork, Pleasant Grove, and Lindon should  
 8 combine to hire one individual to act as president for both chambers and have one part-  
 10 time clerical employee.

Mr. Van Wagenen also mentioned that Lindon City Staff has also reached out to the Utah  
 Valley Chamber of Commerce to see what benefit local businesses would receive with a  
 \$10,000 City contribution. He then turned the time over to Mr. Larson, acting president  
 of the Pleasant Grove Chamber, to present his summary to the Council.

Mr. Larson addressed the Council at this time and gave his presentation. Mr. Larson  
 began by mentioning the following talking points regarding Chambers:

1. **Relationships:** This isn't about networking – this is about gaining friends,  
 associates, and even advocates.
2. **Visibility:** 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.
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.
4. **Community Connection:** Chambers are non-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.
5. **Ongoing Training & Education:** Chambers provide an inexpensive way to  
 bridge the gap between no training and topic-expert training.
6. **Programs and Events:** Membership in a chamber of commerce provides access  
 to all of their programs and events, which are many. Chamber events include  
 business training luncheons, networking specific events, awards banquets, golf  
 tournaments, city celebration events, and many others specific to each chamber.

Mr. Larson then questioned when is the right time to formalize a relationship and  
 in doing so to consider these specific questions.

1. **Who** – Membership based organization within a geography that want to do  
 business together and form relationships.
2. **What** – It is a 506c6 non-profit partnership, including education and networking  
 which is supported directly by Pleasant Grove and Lindon City with dollars, with  
 their own board of directors and their own office space.
3. **What** – Provides a unified business voice. They host events and promote local  
 businesses through grand openings, online marketing, recognition and award  
 programs and other programs.
4. **When** – Digital promotion around the clock, face to face event schedule, monthly  
 business training lunches, quarterly mayors business council, joint chamber

2 lunches, annual award banquet, annual golf tournament, annual strawberry  
4 days/Lindon days parade, annual chamber Christmas part, other community  
events.

6 **5. Where** – Office meeting space in both cities, events held in both cities, members  
also from American Fork, Highland, Orem, Provo, Salt Lake City.

8 **6. Why** – You do business with those you know, like and trust. Lindon City support  
is better for the Chamber of Commerce and better for Lindon business, and better  
for Lindon City.

10

12 Mr. Larson then turned the time over to business owners and chamber members  
Emily Olsen, owner of Saratoga Jewelry Co., and Dennis Knuckles, with Big-D  
Construction, to give their perspectives.

14

16 Ms. Olsen spoke on the value of being a Lindon business in the Chamber of  
Commerce. She noted she was approached to join the Pleasant Grove Chamber of  
Commerce five years ago and has really appreciated the opportunity. She is now on the  
Board and it means a great deal as it is her link to the community and there are a lot of  
18 Lindon businesses that feel disconnected that aren't a member of an organization like  
this; she feels this is her only connection. She also believes the Pleasant Grove Chamber  
20 is setting the standards and businesses are falling into place.

22

24 Mr. Knuckles stated he came to Big-D Construction five years ago. He noted they  
feel being part of the business community is important so they joined the Pleasant Grove  
Chamber where he has served in several capacities. He pointed out that there is a lot of  
value in being part of the Chamber as you have a business voice. Mr. Knuckles stated  
that he would love to see Lindon businesses be part of that and would love to see a  
26 Pleasant Grove/Lindon Chamber to represent Lindon City as well; he feels Lindon  
businesses would benefit greatly. He added that there is great value in having the Lindon  
28 name on the Chamber and the investment would come back in the form of happy  
business owners with networking etc. He pointed out that a rising tide raises all boats  
30 and this would attract/help/recruit more businesses and tax revenue would go up and  
there is a lot of advantages to that.

32

34 Mayor Acerson questioned if it would be more beneficial for Lindon to move  
ahead with their own Chamber of Commerce and how broad the base should be and  
where the balance should be.

36

38 Ms. Olsen stated she feels it would be advantageous to join the PG Chamber now  
and to see how it goes as Pleasant Grove has put a lot of footwork into this and it would  
be a really good leg to stand on. She added this will be a new opportunity with a new  
president and to utilize what they have already put in place.

40

42 Mayor Acerson pointed out that he sees the value of promoting networking, but in  
the past some of those associations have gone south. He sees the benefit of commonality  
but at some point in time there are some differences and controversy that can happen (i.e.  
700 North Corridor Agreement with Pleasant Grove). He feels that Chambers cater to the  
bigger business; it is the nature of the business. Mr. Knuckles commented that the  
44 Chamber is big enough to provide value to the large company and small enough to cater  
to even the home business; it is nimble that way.

46

Councilmember Sweeten gave some history of the previous Lindon/Pleasant  
Grove Chamber and stated the reasons he likes this current proposal because it will be

2 independent and the cities will be in a partnership. The cities will be funding a good  
4 portion but the businesses will fund the major portion. He feels this is an investment that  
6 will bring revenue to the city and if involved the city will see that the gains will outweigh  
the investment. He expressed that this is a good fit at this time and a win-win situation for  
all. He also feels the Chamber offers a connection between businesses and the city.

8 Mayor Acerson commented that businesses have their own interests and as  
independent as you try to be the structure may change and you may have very little voice.

10 Councilmember Lundberg expressed that she feels the time is right to embrace  
this and to feel the connection with businesses and to start participation from Lindon  
businesses and recruitment.

12 There was then some general discussion regarding this issue including having a  
full time business professional that can take the Chamber to the next level.

14 Mayor Acerson commented the City tries to be business friendly, but once you  
start putting money out there you start competing; it is not just a membership and if the  
16 growth hasn't occurred he would ultimately like to see it be self-sufficient. He went on  
to say the city wants to establish a good business environment, but they would also want  
18 the new Director to be actively engaged in going to the businesses and selling the concept  
and presenting the benefits; if it benefits the businesses it is money well spent.

20 Councilmember Lundberg suggested having a councilmember act as a liaison who  
will report to the council so they are aware of what is going on in the business community.

22 Councilmember Sweeten commented he feels there are benefits from a Chamber  
and there will be benefits for Lindon in growth and revenue as the membership grows.  
24 Councilmember Broderick asked if there is there any type of data that shows sales tax  
revenue will go up with membership in a Chamber.

26 Councilmember Hoyt related a business model. He noted he is unsure if there is a  
study directly correlating to a Chamber but he believes there is a correlation with the  
28 results of the relationships established. He noted he is passionate about the Chamber  
because of the results he has seen in his personal employment. He would love to see what  
30 this could do for Lindon businesses. He feels this is a service the city can provide to help  
local businesses.

32 Councilmember Broderick asked how the Chamber would differ from  
membership with other alliances i.e. (Utah Valley Homebuilders Association, Corporate  
34 Alliance etc.). Ms. Olsen commented that she feels Lindon businesses are eager to be a  
part of the community in a much larger capacity. Being a member of the Chamber would  
36 automatically open the gates and allow these opportunities to come. The way the new  
President is put into place will facilitate that things are done differently.

38 Mr. Larson added a Chamber is a direct connection to the community where  
corporate alliance and other networking groups are privately run organizations with the  
40 sole purpose of making money.

42 Councilmember Lundberg commented this is something that may establish more  
of a community presence and be another channel for communication. Councilmember  
44 Bean mentioned that Lindon has 9% of the businesses and Pleasant Grove has 90% so  
how did they determine the contribution amount noting it should probably be more  
proportional. He also asked what the salary base of the new employee will be. Mr. Larson  
46 stated it will be \$40,000 for the full-time non benefitted position (salary plus

2 commission). Councilmember Bean stated he would like to see some projected financials  
 (5 year historicals) to do a reasonableness test.

4 Mr. Van Wagenen pointed out city staff has received minimal comments  
 regarding local business interest in any Chamber of Commerce. He also mentioned that  
 6 Lindon has 772 registered businesses of which 8 Lindon businesses are members of the  
 Pleasant Grove Chamber of Commerce (according to the Chamber website). Lindon City  
 8 is currently a member of the Utah Valley Chamber of Commerce with 32 Lindon  
 businesses being members of the Utah Valley Chamber of Commerce. He then turned  
 10 the time over to the Utah Valley Chamber of Commerce for comment.

12 Tom Randall and Rona Wall with the Utah Valley Chamber of Commerce  
 addressed the Council at this time. Ms. Wall began by stating the Utah Valley Chamber  
 fills the role when it becomes a county issue and they provide the opportunity to share  
 14 information. She noted the Provo/Orem members contribute based on the membership  
 structure. Ms. Wall mentioned that she visits with both mayors and development staff.  
 16 They are also self-funded with no funding from the County beyond their membership  
 fees and have many resources in place to support the business community.

18 She would encourage Lindon to join the Utah Valley Chamber as a member and  
 enjoy the benefits of promoting the City. Provo and Orem are members as are the Utah  
 20 County Commissioners. Orem and Provo are both currently Gold members of the  
 Chamber which membership is \$5000 a year. She mentioned that in addition to co-  
 22 sponsoring events and working closely with these cities, their memberships include the  
 following resources:

- 24 a. Sponsorship credit \$1500
- b. Advanced selection of sponsorship opportunities
- 26 c. Includes all Business Builder benefits
- d. Corporate recognition in Chamber publications
- 28 e. Access to exclusive invitational events
- f. Opportunity to host after hours event
- 30 g. Business spotlight opportunities
- h. Premium Chamber web presence

32 Ms. Wall pointed out at a very high level, the Utah Valley Chamber would be the  
 34 city chamber for Lindon, Pleasant Grove and potentially American Fork (in addition to  
 their continuation of service to Provo and Orem). Their services would provide active  
 36 business development solicitation of the businesses in these three communities to join the  
 Utah Valley Chamber. She noted that currently they do not recruit these areas but if they  
 38 contact them they will provide them with the following membership options:

- 40 • The funds from each city provides the compensation for this new  
 position.
- 42 • Advocacy and support for members businesses as needed for economic  
 development in the respective cities.
- 44 • Event sponsorship credit for each city as determined by them. Amount  
 would be negotiated later.
- 46 • Their website would be updated to reflect each individual city by page  
 with links back to the city home pages.
- Active marketing of city events using Chamber marketing channels;

- 2 email, Facebook, Twitter, Instagram etc.
- Production support for city events can be negotiated.
  - 4 • Networking event locations rotated through each city up to two times per year.
  - 6 • Membership includes a season pass to one networking event per month (10 months).

8 Ms. Wall then mentioned some details about the Utah Valley Chamber to keep in mind:

- 32 Lindon businesses are members of UVCC
- 10 • Event attendance is up 10% year over year
- Membership retention rate is 85%. Industry standard is 86%.
- 12 • The weekly email newsletter has an average open rate of 28% and the click through rate average is 15%.

14 Ms. Wall concluded by stating they would love to work more closely with Lindon City to promote business prosperity among the companies that call Lindon Home.

16 Mr. Randall stated businesses want a voice together in a format that makes sense and the Utah Valley Chamber makes a big difference in the community. Councilmember Hoyt commented he feels the Utah Valley Chamber is a great organization but he is not sure it fits with what we are trying to do. Ms. Wall stated they are open if the Council wants to explore it further.

22 Councilmember Sweeten commented he wants a Chamber because the needs are not currently being filled. He feels the Council should move ahead with the proposal presented and within a short time the membership would grow (PG Chamber) and he would vote for approval.

26 Councilmember Lundberg commented she would like to see more discussion on how it is structured and have more representation with active benchmarks and projections to look at for accountability and also how our community presence would work; she is not certain \$10,000 is the amount to start with.

30 Councilmember Broderick commented that he is excited about the prospect of a having some Chamber involvement and he would like to see us move forward with the appropriate dollar amount.

32 Councilmember Hoyt commented there have been past conversations, including debate of amounts, including proportional contributions by the businesses. He feels this is a good organization that has made some significant investment to make this Chamber what it is. He added there is value in joining the membership as they are established (as opposed to starting our own Chamber). He is really excited about this opportunity and he would love to see this come to the next meeting as an action item. He noted he would also like to see some financials.

40 Mayor Acerson commented if you are going to go out and campaign and invite businesses to join they will be asking tough questions and if you don't have thoughtful answers you will have less success.

44 Councilmember Bean commented that he is positive to the idea overall and agrees there is a value in their brand in the investment they have already made, but he would like to see a concrete rationale as to how to approach this.

46 Mr. Larson stated they will put together a concrete proposal with some additional information to bring back before the Council.

2 Mayor Acerson called for any further discussion or comments. Hearing none he  
 moved on to the next agenda item.

- 4
- 6 **8. Discussion Item — Secondary Water Use in Lindon.** 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  
 10 recommendations for future infrastructure needs and usage restrictions.

12 Mr. Cowie, gave some background of this agenda item explaining 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. He noted the City Engineering and Public Works Water  
 Division staff are in attendance tonight to present data, answer questions, and make  
 16 recommendations for future infrastructure needs and usage restrictions. He then turned  
 the time over to Mark Christensen, City Engineer, to give his presentation and review it  
 in detail.

20 Mr. Christensen began by introducing Michael Clark and Chiffon Jolley. He then  
 gave a brief summary stating they will be presenting data and information on secondary  
 water use in Lindon. He explained that the stress upon the 20 year old current secondary  
 system is starting to show and actions are needed to sustain and maintain the system into  
 24 the future. He noted the secondary water is not metered and data shows usage far exceeds  
 the recommended watering levels.

26 He stated it is recommended that starting next watering season (2017) the City  
 implement the following watering restrictions:

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

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

34 Mr. Christensen then gave an overview how the Lindon pressurized irrigation  
 water system works and where the water comes from including the North Union Canal,  
 the Zone 3 Reservoir and the Alpine Aqueduct. He then gave an analysis of Water Use  
 and System Issues System Issues and Concerns including excessive water use noting the  
 38 system is struggling to satisfy high water use. He noted this system was designed for  
 lawn and garden use and pressure irrigation rates have remained the same since 1993.  
 40 The original infrastructure is over 20 years old and the North Union Canal (city does not  
 own) lining is aging, leaking and beginning to fail (canal lining collapse in August of  
 42 2016). He noted the canal and aqueduct delivery costs per gallon are increasing and there  
 are areas with low pressure, especially during high use times. He then turned the time  
 44 over to Mr. Clark and Ms. Jolley for comment.

46 Mr. Clark explained that Lindon is using 1,100,000,000 gallons of pressure  
 irrigation water used per season which is 400,000,000 gallons in excess of USU's  
 recommended water usage. He also showed photos depicting the excess water usage. Mr.  
 48 Clark noted the State is looking to take a more active role in water use and regulation and

2 he believes that staying ahead of this is wise. The current adjudication process is  
preserving our rights. He went on to say that one of the main issues is that Lindon  
4 residents are using 60% more than the necessary amount of irrigation water.

6 Mr. Christensen mentioned two approaches for improvement would be to increase  
capacity and reliability and reduce water use. He stated that combining elements from  
8 both approaches may be the most effective way to address the issues surrounding the  
pressurized irrigation system. There was then some lengthy general discussion regarding  
this issue including approaches and costs to repair the canal.

10 Ms. Jolley then presented the following information with possible solutions and  
estimates followed by some general discussion with the Council.

12 Ms. Jolley discussed some infrastructure improvements as follows:

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

20 Ms. Jolley referenced some possible water use regulations as follows:

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

26 Ms. Jolley mentioned some water metering options as follows:

- 26 •Individual User Metering (do not know the costs yet)
- Install and require secondary water meters on every property (consider a  
28 sampling)
- Properties charged based on water usage (currently done in Saratoga Springs,  
30 Santaquin, American Fork, Springville, and Spanish Fork)
- System Meter Upgrades
- 32 •Replace unreliable meters

34 Ms. Jolley mentioned they have also looked into a Public Awareness Campaign  
will help residents understand that current levels of use are putting stress on the system  
36 and the reliability of that system. They would suggest giving simple, easy and free ways  
to reduce individual use. Implementing an app showing recommended watering amounts  
38 (Department of Water Quality), tips for changing habits (e.g. sweep instead of spraying  
off driveway), water wise planting, water conservation educational materials for students  
40 and teacher, rebates on EPA “Water Sense” smart controllers, and a “Slow the Flow” free  
water check. Suggestions for public outreach were then discussed. Ms. Jolley re-iterated  
42 a strong public relations campaign will be needed to help educate the public about this  
change and the reasons behind any restrictions and the responsibilities attached.

44 Mr. Christensen concluded by giving their system improvement recommendations  
including the feasibility of installing water meters on all properties (by choice or by  
46 mandate), replacing unreliable meters on the booster pumps and reservoirs to track  
system usage and identify losses in the system, implementing an irrigation schedule

2 (odd/even schedule), initiating a water use awareness campaign to educate the public and  
 4 adopt a Community focused message like –“We are all in this together –our water, our  
 responsibility,” and collaborate together to identify the tools that are going to work best  
 for Lindon.

6 Mr. Cowie asked the Council if there is enough interest to have staff start  
 preparing a campaign for next year on watering restrictions. Following some additional  
 8 discussion the Council was in agreement to allow staff to begin preparing a Public  
 Awareness Campaign to educate residents on the importance of responsible water usage  
 10 as we all need to be wise stewards. There was also discussion on the costs of increasing  
 capacity and reliability. Mr. Cowie stated those costs could be multi-millions of dollars to  
 12 increase capacity. Mr. Cowie stated the Council does not have to make a decision  
 tonight, but if there is going to be a change they will need time to prepare. He noted he  
 14 will gather more data on the pumps and lift stations and contact some other cities for  
 secondary water comparisons and document capacity/reliability numbers and bring it  
 16 back before the Council for further discussion.

18 Mayor Acerson called for any further discussion or comments. Hearing none he  
 moved on to the next agenda item.

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

28 Mr. Cowie explained over the last several years the City has anticipated that some  
 30 new positions at Public Works will be needed as new infrastructure increases and older  
 infrastructure requires more maintenance and/or replacement. He noted that part of the  
 32 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  
 34 existing and future infrastructure. These anticipated positions were also highlighted in the  
 Budget Kick-off meeting held in February of 2016. Mr. Cowie stated the fiscal impact  
 36 has been evaluated with healthy and/or improving enterprise fund balances showing it is  
 financially stable to move forward with the new positions.

38 Mr. Cowie further explained that he had hoped for a new Public Works Director  
 to be involved in the hiring and selection of additional Public Works employees, but  
 40 waiting for this position to be filled is not prudent. He went on to say with the current and  
 projected growth in the City, additional help is needed as soon as possible as the current  
 42 employees are stretched very thin between various activities (often outside of their  
 regular duties). He added that routine maintenance of infrastructure is often postponed to  
 44 concentrate on immediate problems and needs. Mr. Cowie pointed out that in addition to  
 these three new positions, an additional 2-3 positions are anticipated over the next few  
 46 years including potential employees in storm water, streets, and a possible in-house  
 engineer.

2 Mr. Cowie stated they are requesting approval on these new positions tonight so  
they can advertise and begin to fill the positions and to also include the updated  
4 expenditures in the October 2016 budget amendment. He noted this will help ramp up for  
the planned development on the Ivory Development and the 700 North Corridor and  
6 additional growth in the city. Following discussion the Council was in agreement to  
approve this request.

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

10  
12 COUNCILMEMBER LUNDBERG MOVED TO APPROVE THE CREATION  
OF THE THREE NEW PUBLIC WORKS POSITIONS AS PRESENTED AND  
DIRECT STAFF TO AMEND THE 2016-17 BUDGET ACCORDINGLY IN THE  
14 OCTOBER BUDGET. COUNCILMEMBER SWEETEN SECONDED THE MOTION.  
THE VOTE WAS RECORDED AS FOLLOWS:

16 COUNCILMEMBER BEAN AYE  
COUNCILMEMBER BRODERICK AYE  
18 COUNCILMEMBER LUNDBERG AYE  
COUNCILMEMBER HOYT AYE  
20 COUNCILMEMBER SWEETEN AYE

THE MOTION CARRIED UNANIMOUSLY.

22  
**10. Review & Action — Utah County HUD/CDGB Agreement; Resolution**

24 **#2016-16-R.** The City Council will review and consider Resolution #2016-16-R  
approving an updated Interlocal Agreement between Lindon City and Utah  
26 County to participate in the U.S. Department of Housing and Urban Development  
(HUD) Community Development Block Grant (CDGB) program.

28  
30 Mr. Cowie referenced the resolution and agreement to approve 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  
32 Grant (CDGB) program. Mr. Cowie then gave a summary noting in 2010 Utah County  
cities entered into an Interlocal Cooperation Agreement with Utah County to participate  
34 in the U.S Department of Housing and Urban Development’s (HUD) Community  
Development Block (CDBG) Grant Program.

36 Mr. Cowie explained the Interlocal Cooperation Agreement was for Federal  
Fiscal Years 2011, 2012, and 2013 and successive 3 year periods thereafter. He noted  
38 this 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  
40 Civil Rights and fair housing language and the County sent out updated interlocal  
agreement and signature pages for each city.

42 Mr. Cowie further explained that in the spring a new interlocal agreement was  
signed by the mayor, however HUD rejected the documents as they had not gone before  
44 each Council with the associated resolutions, therefore, HUD has required that new  
resolutions be passed and the new Interlocal Agreement be signed. Mr. Cowie pointed  
46 out that Lindon City has benefited greatly from CDBG grant funding in the past and staff

2 recommends approval of this agreement so Lindon can continue to participate in these programs.

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

6

8 COUNCILMEMBER BRODERICK MOVED TO APPROVE RESOLUTION #2016-16-R TO CONTINUE PARTICIPATION IN THE HUD AND CDBG PROGRAMS. COUNCILMEMBER BEAN SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 10 COUNCILMEMBER BEAN AYE
- 12 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER LUNDBERG AYE
- 14 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER SWEETEN AYE

16 THE MOTION CARRIED UNANIMOUSLY.

18 **11. Review & Action — Utah County Major Crimes Task Force; Resolution #2016-17-R.** 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.

26 Mr. Cowie explained that 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. He noted the annual assessments have been budgeted for FY2017.

30 Chief Cullimore then gave a brief history of the Major Crimes Task Force noting the city has participated since the Police Departments inception in 2008. He added if approved this agreement will be effective until 2026. He noted the fees are approximately \$3,600 per year and he feels this is money well spent. He noted it was originally called the Utah County Narcotic Enforcement that began around 1986. It is a cooperative effort among law enforcement agencies in the County where they come out to help handle many incidents and to show support.

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

40 COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION #2016-17-R APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR LINDON TO CONTINUE PARTICIPATING IN THE UTAH COUNTY MAJOR CRIMES TASK FORCE. COUNCILMEMBER SWEETEN SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 44 COUNCILMEMBER BEAN AYE
- 46 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER LUNDBERG AYE
- 48 COUNCILMEMBER HOYT AYE

2 COUNCILMEMBER SWEETEN AYE  
THE MOTION CARRIED UNANIMOUSLY.

4

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

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

12 Mr. Cowie explained additional review is needed prior to finalizing the code  
13 updates and revisions to Lindon City Code (LCC) Chapters 2.16 “Justice of the Peace”  
14 and LCC 2.36 “Police Department”, and removing (repealing) LCC 2.40 “City Prison”.  
15 He noted these changes will clean up or remove old code sections that are no longer  
16 relevant to Lindon City. Mr. Cowie therefore directed the Council to continue this agenda  
17 item to the next meeting to allow time for additional review.

18 Mayor Acerson called for any further discussion or comments. Hearing none he  
19 called for a motion to continue.

20

COUNCILMEMBER BRODERICK MOVED TO CONTINUE THIS AGENDA  
22 ITEM TO A FUTURE CITY COUNCIL MEETING FOR FURTHER REVIEW OF  
23 ORDINANCE #2016-17-O. COUNCILMEMBER LUNDBERG SECONDED THE  
24 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN AYE  
26 COUNCILMEMBER BRODERICK AYE  
COUNCILMEMBER LUNDBERG AYE  
28 COUNCILMEMBER HOYT AYE  
COUNCILMEMBER SWEETEN AYE  
30 THE MOTION CARRIED UNANIMOUSLY.

32 **COUNCIL REPORTS:**

34 **Chief Cullimore** – Chief Cullimore had nothing to report.

36 **Councilmember Hoyt** – Councilmember Hoyt had nothing to report.

38 **Councilmember Broderick** – Councilmember Broderick reported on the Provo Bench  
39 Canal meeting. He noted that he appreciates the attentiveness to the homeowners in his  
40 neighborhood on the recent sewer issue. He also reported that the pickle ball court  
41 surfacing and lights are in progress and it is looking great.

42

**Councilmember Bean** – Councilmember Bean had nothing to report.

44

**Councilmember Lundberg** – Councilmember Lundberg had nothing to report.

46

2 **Councilmember Sweeten** – Councilmember Sweeten mentioned the costs of the flow  
 4 rider. He feels if managed properly it can break even and he feels it is more self-sufficient  
 than what he thought. He also expressed that he appreciates all the work and effort on the  
 part of the employees on a daily basis.

6  
 8 **Mayor Acerson** – Mayor Acerson reported that the recent COG and MAG meetings  
 were cancelled. He also mentioned the upcoming Utah League of Cities and Towns  
 conference.

10  
 12 **Administrator’s Report:**

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

14 Misc. Updates:

- September newsletter
- November newsletter article: Councilmember 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, August 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 – Jared Hunt was in attendance and addressed the Council.
- UDOT Vineyard funding prioritization study
- Misc. Items

30 **Upcoming Meetings & Events:**

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

36  
 38 Mayor Acerson called for any further comments or discussion from the Council.  
 Hearing none he called for a motion to adjourn.

40 **Adjourn** –

42 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING  
 44 AT 11:15 PM. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL  
 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

46 Approved – September 20, 2016

2

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

4

6

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

DRAFT

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

- No Items.

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

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**6. Public Hearing — LCC 12.20.215 Smoking & Vaping; Ordinance #2016-18-O** (10 minutes)

The Utah County Health Department has encouraged cities to adopt restrictions on smoking and vaping in city parks and recreational areas. The Council will consider creation of LCC 12.20.215 as recommended by Lindon's Parks Department to restrict smoking and vaping within 25' of playgrounds, pavilions, and other park facilities.

Lindon City has been contacted by the County and interested citizens who support prohibiting smoking and vaping in public parks. Some individuals who support this action have expressed interested in attending the Council meeting to voice support of the ordinance.

See attached Ordinance for additional information and recommended code changes.

**Sample Motion:** I move to (approve, continue, deny) Ordinance #2016-18-O to prohibit smoking and vaping within 25' of playgrounds, pavilions, and other park facilities and recreational events.

**ORDINANCE NO. 2016-18-O**

**AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY,  
UTAH, AMENDING CHAPTER 12.20 OF THE LINDON CITY CODE BY  
CREATING SECTION 12.20.215 “SMOKING AND VAPING” AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, Lindon City recognizes that smoking and second hand smoke have been repeatedly identified as health hazards; and

**WHEREAS**, Lindon City finds that it is in the public interest to enact an ordinance that will help to protect people of all ages from second hand smoke and to discourage children from the temptations of experimenting with tobacco or vaping products; and

**WHEREAS**, Lindon City believes that it is in the public interest and more specifically the health and welfare interests of children and adolescents to prohibit the smoking of cigarettes, cigars, and pipes, e-cigarettes, including electronic devices, within certain public places where children are likely to congregate, gather, play and/or engage in recreational activities and athletic competitions; and

**WHEREAS**, it is the intention of the Lindon City to work in collaboration with parents and youth in our community in reinforcing the message of the ills of smoking, and in providing additional means by which parents may discourage and youth may reject tobacco use.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of Lindon City, Utah County, State of Utah, Section 12.20.215, of the Lindon City Code is hereby adopted and will read as follows:

**SECTION I:**

**12.20.215 Smoking and Vaping**

1. In all City parks, smoking and vaping is prohibited within twenty five feet (25') of children's play areas, pavilions, restrooms, or sports fields as designated by “No Smoking” signs.
2. During any sporting or recreation event(s), smoking and vaping is prohibited within twenty five feet (25') of the athletic fields, sports courts, trails and play areas where the sporting or recreation event(s) are taking place, and is only permitted in associated parking areas.
3. In all City parks, the City shall post “No Smoking” signs which shall read “No Smoking or Vaping in Lindon City Parks Pursuant to City Code § 12:20:215”.
4. This Ordinance shall be enforced by the Police Department of Lindon City and any person may initiate enforcement by registering a complaint with the Police Department. Any person found in violation of this section shall be guilty of a Class B Misdemeanor and fined, upon conviction, an amount not to exceed \$100.
5. For purposes of this Section, the following Definitions will apply:

- a. Smoking: The burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe, or any other matter or substance which contains tobacco or any other substance that can be smoked, or the inhaling or exhaling of smoke or vapor from an electronic smoking device.
- b. Vaping: Inhaling vapor or liquid through a personal vaporizer, e-cigarette, or other electronic smoking device.

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

**SECTION III:** The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect. If a provision of this ordinance is invalid in one or more of its applications, then the provision remains in effect for all applications that are severable from the invalid applications.

**SECTION IV:** This ordinance does not affect the rights or duties that matured, penalties that were incurred, or proceedings that were begun before its effective date.

**SECTION V:** This ordinance shall take effect immediately upon its passage and posting as provided by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

ATTEST:

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

SEAL

**7. Review & Action — Development Agreement for Utility Easement Acquisition** (20 minutes)

The City Council will review and consider a joint Development Agreement between Shadow Mountain Industrial Properties, Ivory Homes, and Lindon City for purposes of obtaining a utility easement through Shadow Mountain property identified as Parcel No 14:062:0051 on the records of the Utah County Recorder's Office, to facilitate utility improvements beneficial to the public for improved sewer system facilities and serving the proposed Anderson Farms development.

The City and Ivory Homes have been working for several months with representatives from Shadow Mountain Industrial Properties to acquire an easement for utilities that will be needed for the proposed Anderson Farms development by Ivory Homes. The easement is also necessary for installation of sewer utilities that will enable the Lindon City to improve functionality of its sewer system and eliminate long-term needs for multiple sewer lift stations.

Negotiations regarding compensation in exchange for the easement from Shadow Mountain had previously stalled and the City felt it necessary to use eminent domain to obtain the easement. The public hearing for adoption of a resolution to begin this eminent domain process was advertised and is listed as the next agenda item. However, recent negotiations have been productive and all the parties have agreed upon an outline of terms that have been compiled into the attached DRAFT Development Agreement. If the Development Agreement is acceptable to all parties then there is no need to proceed with the eminent domain process to acquire the easement.

As this is a very recent development in the negotiations between all the parties, some changes to this DRAFT agreement may occur prior to the Council meeting on Tuesday night. Staff is hopeful that a final agreement can be presented to the Council at the meeting. If final agreements have not been reached, Staff requests that the Council authorize Staff to continue working on the agreement with all parties and allow the Mayor to sign the finalized Development Agreement.

See attached DRAFT agreement and exhibit.

**Sample Motion:** I move (approve, continue, deny) the Development Agreement between Shadow Mountain Industrial Properties, Ivory Homes, and Lindon City for purposes of obtaining a utility easement through Shadow Mountain property.

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Lindon City, a Utah municipal corporation, and Shadow Mountain Industrial Properties, a Nevada corporation, and Ivory Development LLC, a Utah Limited Liability Company.

### RECITALS

WHEREAS, Shadow Mountain Industrial Properties (hereafter Shadow Mountain) owns real property in Lindon City and Lindon City desires to acquire a utility easement across said property to facilitate the construction of infrastructure that will enable Lindon City to reduce the number of sewer lift stations the City must operate and maintain and to provide pressurized irrigation to areas of the city not currently receiving this service; and

WHEREAS, the current Lindon City Master Plan shows a master planned road crossing Shadow Mountain's property in a location that will facilitate the placement of such a utility easement within a future roadway; and

WHEREAS, Ivory Development LLC (hereafter Ivory) is the party that will be constructing and installing the sewer and pressurized irrigation infrastructure within the easement created through this Agreement; and

WHEREAS, Ivory and Lindon City are currently parties to a separate master development agreement which, pursuant to Section 17.68 of the Lindon City Code, requires the City to seek reimbursement for infrastructure improvement costs from property owners connecting to infrastructure constructed and installed by Ivory on property not owned by Ivory; and

WHEREAS, the parties agree that the construction of the utilities within the road right-of-way will benefit and advance the interests of all of the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lindon City, Shadow Mountain and Ivory hereby agree to the following:

### TERMS

1. **Grant of Right-of-Way and Utility Easement:** Shadow Mountain hereby agrees to grant to Lindon City a Utility Easement as shown in more detail on Exhibit A, as a perpetual right-of-way and utility easement allowing the construction, operation, maintenance, repair, alteration and replacement of public utility lines and infrastructure on, over, under and across Shadow Mountain's property .

1.1. The easement on Shadow Mountain's property will be approximately 17 feet wide along the north half of the easement and will then widen to approximately 34 feet wide

as the road right-of-way turns eastward to connect to the currently existing roadway at 1400 West, and as is described in more detail in Exhibit A.

1.2. The easement will also include areas designated in Exhibit A which are necessary to install and maintain a culvert crossing the ditch along the southern property line.

1.3. The easement will also provide for a temporary construction easement to allow Lindon City and/or Ivory to access those portions of Shadow Mountain's property immediately adjacent to the easement which may be reasonably necessary to install and construct the utility infrastructure and roadway.

2. **Design and Construction of Infrastructure:** Lindon City and Ivory, agree to provide the following consideration to Shadow Mountain:

2.1. At no cost to Shadow Mountain, Lindon City and Ivory will construct a 25 foot length of paved roadway, including all curb to curb improvements, meeting City standards and specifications starting from where the current ditch is located on the south side of Shadow Mountain's property and extending across the culvert in the ditch onto Shadow Mountain's property. The roadway segment will flare on the east side from the current asphalt width of 34 feet to a 42 foot width of asphalt and which is shown in more detail in Exhibit A.

2.1.1. The parties agree that upon Shadow Mountain's request, Lindon City will allow a wider road cross-section along the frontage of Shadow Mountain's property, with up to a 42 foot width of asphalt. Any flare to a wider road width shall be on the east side of the roadway on Shadow Mountain's property.

2.1.2. The west side of the road right-of-way adjacent to the Ercanbrack property is set as-is and shall not change with a flared road width but shall remain as shown in Exhibit A.

2.2. At no cost to Shadow Mountain, Lindon City and Ivory will cause to be prepared and delivered to Shadow Mountain a finalized road design meeting current road improvement standards for the contemplated roadway.

2.2.1. The construction drawings shall run from the north boundary of the Shadow Mountain/Ercanbrack properties to the south connection with 1400 West. The construction drawings shall show all known utility locations and Shadow Mountain's requested 42 foot wide asphalt road cross section along the Shadow Mountain property.

2.2.2. The roadway engineering and design shall be provided by Lindon City, but the roadway is to be constructed and paid for at a future date by the property owners or developers of the Shadow Mountain and Ercanbrack properties.

2.2.3. Pursuant to statute, the plans shall be valid for twenty-four (24) months after the date of City Engineer's stamp of approval on the plans, which is the maximum time limit for development plan approvals to remain valid under statute.

2.3. Lindon City agrees to waive all Public Works inspection fees, materials testing fees, and all City Engineering review fees for construction of the public road above to be constructed overtop of the utility easement shown in Exhibit A.

2.3.1. This waiver of fees shall apply only to the fees associated with Public Works inspections, materials testing, and City Engineering reviews for this specific section of the roadway and shall not include any other costs or fees, explicit or implied, related to developing the roadway or the contiguous land, including building permit fees, land use application fees for site plan or subdivisions, impact fees, permit costs, construction warranty bonds or associated fees, or fees for other requirements associated with developing the adjacent property.

2.3.2. Nothing in this fee waiver provision shall be interpreted as creating or imposing an obligation upon Lindon City to provide for or pay any costs for materials, labor, and/or construction of improvements for the roadway except those specifically provided for in Section 2.1 and 2.4.

2.4. At no cost to Shadow Mountain, Lindon City and Ivory, will install the following infrastructure as indicated on Exhibit A:

2.4.1. Utility lines for culinary water, pressurized irrigation (secondary water), gravity sewer and pressurized sewer;

2.4.2. The culvert crossing the ditch on the south property line; and

2.4.3. All infrastructure associated with the 25 feet of roadway described in Section 2.1.

2.5. Lindon City will waive the land use application fee for one Zone Map change application and for one General Plan Land Use Map change application made by Shadow Mountain.

3. **Adjustment of Property Boundaries:** The easement provided for in this Agreement and the future roadway will bisect Shadow Mountain's property, leaving an area to the south and west of approximately one acre in a relatively triangular shape. Lindon City agrees to work in good faith in negotiating with owners of the property to the north (the Ercanbrack Property) to execute a boundary line adjustment to help square up the lot lines of this area west of the roadway.

3.1. In aid of the negotiations for the boundary agreement, Shadow Mountain agrees to negotiate, in good faith, an access easement with the owners of the Ercanbrack Property, allowing access from 1400 West to the Ercanbrack Property, over and across Shadow Mountain's property.

3.2. If the parties are successful in reaching such agreements with the owners of the Ercanbrack Property, Lindon City shall prepare and file, at no cost to Shadow Mountain,

all documents, deeds, and legal descriptions necessary to implement and effect such agreements.

3.3. The parties agree and acknowledge that the provision of this Section 3 are contingent and conditioned upon the actions of third parties who are not bound or obligated under this Agreement, and as such, neither party can guarantee that the contemplated agreements will be made. However, both parties agree to act in good faith and fair dealing in attempting to negotiate with the owners of the Ercanbrack Property.

4. **Vesting of Development Rights for Parcel South and West of Easement:** Lindon City agrees that the rights of Shadow Mountain to develop the property to the south and west of the easement granted by this Agreement shall vest as follows:

4.1. The zoning and uses allowed under the current zone as set forth in Lindon City's codes and regulations shall vest as they exist on the date that this Agreement is executed.

4.1.1. The parties specifically intend that this grant of "vested rights" shall be interpreted and understood as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509.

4.1.2. This vesting of rights does not apply to Shadow Mountain's property which lies to the north and east of the easement granted in this Agreement.

4.2. The current zoning of this parcel is Mixed Commercial, and such zoning requires a minimum lot size of one acre. It is anticipated that the parcel (whether before or after a boundary agreement with the owners of the Ercanbrack Property) will remain approximately one acre in size after construction of the roadway. If the parcel ends up less than one acre after the roadway is constructed, the City shall not withhold approval of the parcel as a legally complying building lot within a Mixed Commercial Zone when it is developed, with the condition that the parcel shall stay as close as practicable to the minimum lot size (one acre) and that all other conditions and requirements applicable to the zone shall still apply.

5. **Ivory and Lindon City Waiver of Reimbursement:** Ivory and Lindon City jointly waive the provisions of their separate development agreement requiring the City to seek reimbursement under Section 17.68 of the Lindon City Code as it relates Ivory's construction of utility lines and infrastructure within the easement created under this Agreement. In so doing, Ivory and Lindon City expressly waive the right to seek reimbursement from Shadow Mountain for such costs and expenses.

6. **Allocation of Costs Between Lindon and Ivory:** Lindon and Ivory agree to cooperate in providing the consideration required herein and to allocate the costs for such according to the terms and conditions of their separate master development agreement and nothing herein shall be interpreted as limiting or altering the obligations of Lindon or Ivory as set forth in said master development agreement.

7. **Entire Agreement.** This Development Agreement, and all exhibits thereto, is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

8. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

9. **No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between Lindon City, Shadow Mountain, or Ivory. Further, the parties do not intend this Agreement to create any third-party beneficiary rights.

10. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

11. **Authority/Approval by Resolution.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

**Shadow Mountain Industrial Properties,**  
a Nevada corporation

**City of Lindon,**  
a Utah municipal corporation

\_\_\_\_\_

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Ivory Development, LLC,**  
a Utah limited liability company

\_\_\_\_\_

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

Its: \_\_\_\_\_

CITY ACKNOWLEDGMENT

ATTEST:

\_\_\_\_\_  
KATHRYN MOOSMAN

LINDON CITY RECORDER

(Signatures continue on following consecutively numbered pages)  
SHADOW MOUNTAIN ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss  
COUNTY OF UTAH )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Shadow Mountain Industrial Properties, a Nevada corporation, and that the foregoing instrument was duly authorized by the corporation.

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

IVORY ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

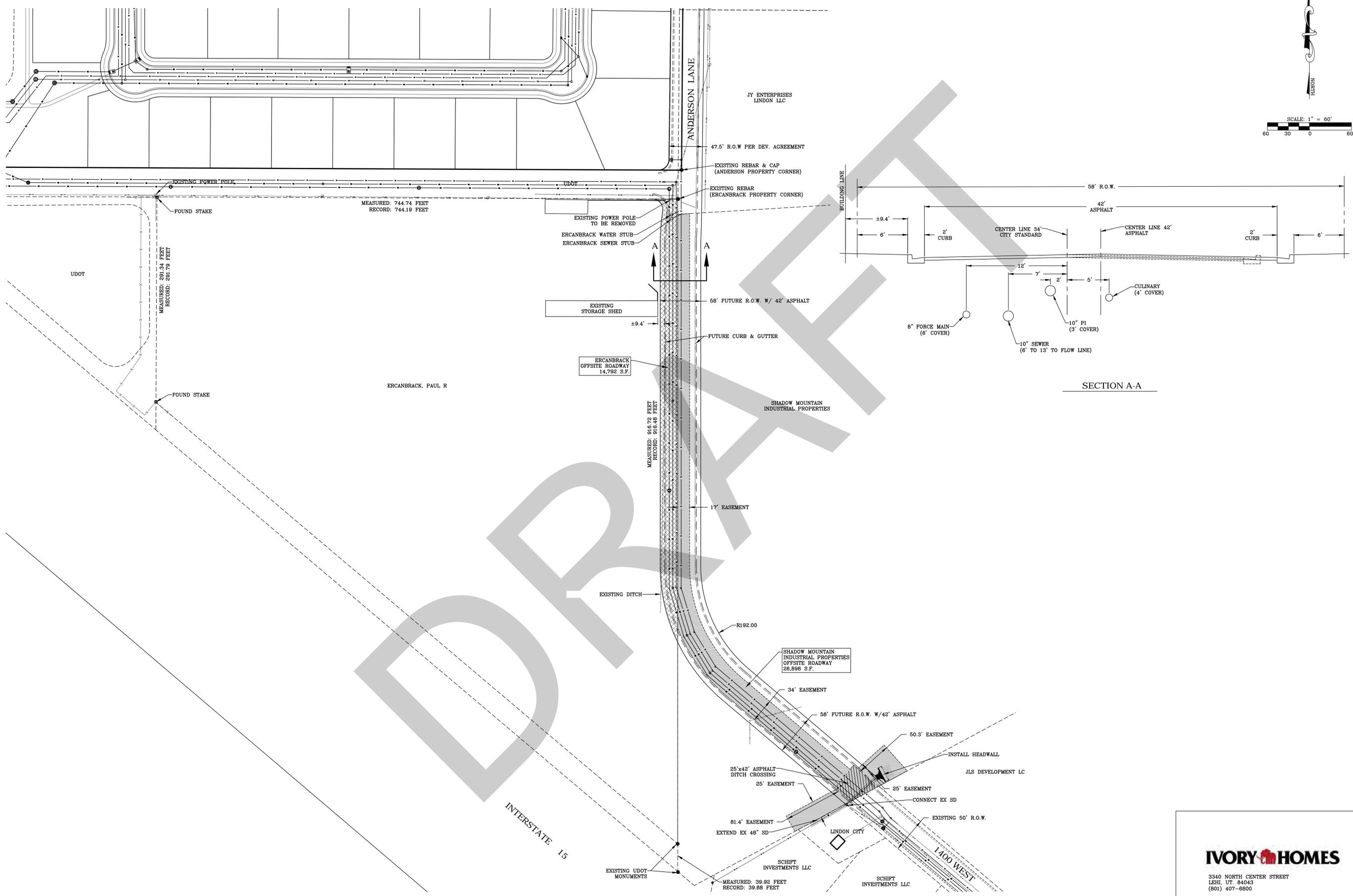
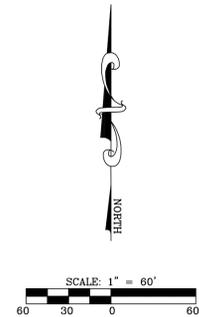
On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Ivory Development, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

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



A Utah Corporation  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 801.798.0555  
 Fax: 801.798.9393  
 office@lei-eng.com  
 www.lei-eng.com



SECTION A-A

ANDERSON FARMS  
 LINDON, UTAH  
 OFFSITE EASEMENT EXHIBIT

REVISIONS
1
2
3
4
5

LEI PROJECT #: 2013-1845  
 DRAWN BY: BLS  
 CHECKED BY: GDM  
 SCALE: 1" = 100'  
 DATE: 9/12/2016

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

U:\LAND DESKTOP PROJECTS\13-1845 ANDERSON FARMS\DWG\EXHIBITS\13-1845 EXHIBIT 1-OFFSITE EASEMENTS.DWG 9/12/2016 3:32 PM

## 8. Public Hearing — Acquisition of Utility Easement \*

(5 minutes)

The City Council will consider a resolution to approve the taking of a public utility easement across private property currently owned by Shadow Mountain Industrial Properties and located upon property identified as Parcel No 14:062:0051 on **the records of the Utah County Recorder's Office. The resolution under consideration will also approve the initiation of legal proceedings to exercise the City's right of eminent domain under §§ 78B-6-501 to 522 of the Utah Code.**

*\*This item has been advertised and noticed as required by State Code to be considered at this Council meeting. However, due to recent negotiations with Shadow Mountain Industrial Properties no action is recommended (see item #7 above).*

As discussed in the previous agenda item, due to recent progress in negotiations and drafting of a Development Agreement to obtain the easement with reasonable compensation to the property owner, the eminent domain hearing process is not necessary at this time. As such, no Resolution to initiate legal proceedings to exercise the City's right of eminent domain will be presented.

Since the public hearing was noticed and advertised, Staff recommends that the City Council open a public hearing and take public comment (if any) and then make a motion that no action is needed on the item.

If, for some reason, the Development Agreement is not able to be agreed upon and finalized by all parties, or other negotiations to reasonably acquire the easement from the property owners fail to progress, the City can re-advertise another public hearing and continue with the eminent domain process if necessary.

**Sample Motion:** I move that NO action be taken at this time to exercise the City's right of eminent domain to acquire the utility easement across Shadow Mountain Industrial Properties land.

**9. Concept Review — Ken's Cove Subdivision Zone Change***(20 minutes)*

Deny Farnworth requests feedback on a proposal to rezone property from the R1-20 zone to the R1-12 zone. The associated concept plan is for 11 lots built on 3.7 acres located at approximately 545 West Gillman Lane. Feedback will be received but no motion will be made.

See attached information from the Planning Department.

# Concept Review — Ken’s Cove ~ 545 W. Gillman Lane

**Applicant:** Deny Farnworth  
**Presenting Staff:** Hugh Van Wagenen

**Type of Decision:** None

### SUMMARY OF KEY ITEMS

1. This is a concept review to receive feedback from the City Council regarding the applicant’s proposal.

### MOTION

No motion necessary.

### OVERVIEW

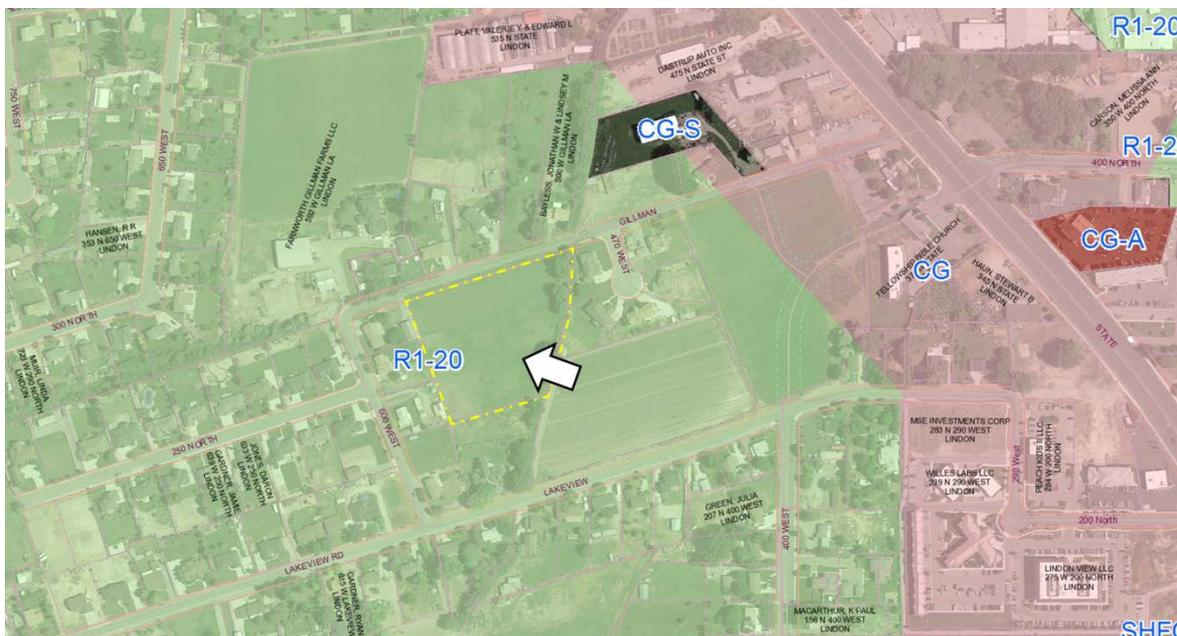
Deny Farnworth requests feedback on a proposal to rezone property from the R1-20 zone to the R1-12 zone. The associated concept plan is for 11 lots built on 3.7 acres located at approximately 545 West Gillman Lane. No action will be taken. A Concept Review allows applicants to quickly receive Planning Commission and/or City Council feedback and comments on proposed projects. No formal approvals or motions are given, but general suggestions or recommendations are typically provided. Although not mandatory, a Concept Review is recommended for all large development projects.

### MOTION

No motion necessary.

### ATTACHMENTS

1. Aerial
2. Sketch of possible layout





**10. Review & Action — Pleasant Grove Chamber of Commerce Funding Request** (25 minutes)

The City Council will review and consider a proposal from the Pleasant Grove Chamber of Commerce requesting that Lindon City participate in a partnership with the Pleasant Grove Chamber and make an annual contribution of \$10,000 per year to the Chamber.

The PG Chamber has provided the attached proposal / funding request for the City Council's consideration.

A specified length of funding commitment has not been identified beyond an 'annual contribution'. It is recommended that the funding contribution and membership be evaluated annually as part of the city's budget review process.

**Sample Motion:** I move to (approve, continue, deny) the request to join the Pleasant Grove Chamber of Commerce by appropriating \$\_\_\_\_\_ in funding for the first year of partnership in the Chamber, with the following conditions:



September 12, 2016

## **LINDON CITY PROPOSAL RE: PLEASANT GROVE/LINDON CHAMBER OF COMMERCE**

Dear Lindon City Council,

Thank you for allowing the Pleasant Grove Chamber of Commerce to present our proposal at your Lindon City Council meeting last week. We appreciate your time and consideration of the formation of the Pleasant Grove/Lindon Chamber of Commerce. We believe this step will provide greater ability to support the continued growth and success of businesses in both cities.

The following outlines what Lindon City can expect to receive from the Pleasant Grove/Lindon Chamber of Commerce for your \$10,000 annual contribution:

### CHAMBER ORGANIZATIONAL STRUCTURE

- The Chamber is led by a 15-member volunteer Board of Directors.
- Five Executive Officers are selected from that 15-member Board to serve in leadership positions (i.e. Chairman, Treasurer, etc).
- A full-time, paid President works under the direction of the Board and is the head of staff.
  - President pay structure (pooled resources with American Fork Area Chamber):
    - Annual base salary approximately \$40,000.
    - Commission sales on membership dues determined by the Board
    - Pleasant Grove/Lindon Chamber contribution: \$28,000
      - \$18,000 from Pleasant Grove City (35%)
      - \$10,000 from Lindon City (19%)
    - American Fork Chamber contribution
      - \$24,000 from American Fork (46%)
  - The balance of the funding will be used to hire an Office Manager/Administrative Assistant to manage administrative duties, freeing up the President's time for relationship building & membership-focused activities.

### BOARD REPRESENTATION – LINDON CITY

- Upon formalization of the Pleasant Grove/Lindon Chamber of Commerce, a Lindon City Council Member will be appointed to the Board and immediately become a voting member representing Lindon City.
- Additionally, Lindon City may appoint a staff member to the Board, if desired, giving Lindon City two voting Board members.



### BOARD REPRESENTATION – LINDON BUSINESSES

- The Chamber Board currently has three members from Lindon City businesses (Dennis Nuckles, Big-D Construction; Dustin Cook, ServPro, Emily Olson, Saratoga Jewelry).
- The Chamber will revise the bylaws to include a minimum of 33% of the Board (5 seats) to come from Lindon City or Lindon businesses.

### LINDON CITY FINANCIAL PARTICIPATION & RETURN

- We propose a \$10,000 annual contribution from Lindon City to the Chamber.
  - This contribution includes naming rights and rebranding to the Pleasant Grove/Lindon Chamber of Commerce.
  - These funds will be pooled with Pleasant Grove City's contribution to support the general operations of the Chamber.
- The Chamber hosts numerous events, including Strawberry Days, Chamber Challenge Golf Tournament, Halloween Trunk-or-Treat, Annual Awards Banquet, Thank You BBQ, Mayor's Quarterly Council, Monthly Chamber Luncheons, etc.
  - Lindon City will become a Chamber partner – the Chamber will rotate the venues of those events that can be equitably rotated between the two cities while maintaining participation levels and quality level of events.
- Additional events specific for Lindon City can be added to the services provided by the Chamber (Lindon Mayor's Quarterly Council, Lindon Days participation etc.).
  - Event participation & creation specifically for Lindon City will be discussed by the Chamber Board & coordinated with Lindon City once Lindon City representation to the Board is appointed and attending.

### FINANCIAL HISTORY & PROJECTIONS

	<b>2014</b>	<b>2015</b>	<b>2016 YTD</b>
<b>Revenue +</b>	\$15,143.99	\$28,830.35	\$21,241.83
<b>Expenses -</b>	(\$14,522.44)	(\$16,997.19)	(\$13,299.81)
<b>Net Income =</b>	\$621.55	\$11,833.16	\$7,942.02

- Average current membership value is \$300
- Current total members: 76
- Projected annual growth: 40 members @ \$300 = \$12,000 in additional annual membership revenue

### CHAMBER GROWTH BENCHMARKS (GOALS, PROJECTIONS)

- Based on current business licenses, the potential chamber businesses from the two cities are:
  - 1,387 total business licenses in Pleasant Grove (65%)



- 739 total business licenses in Lindon City (35%)
- Currently seven Lindon businesses are members
- Projected growth:
  - 1 Year: 13 new Lindon businesses as Chamber members after 12 months with new President (20 total Lindon businesses)
  - 2 Years: 15 additional Lindon businesses as Chamber members after 24 months with new President (35 total Lindon businesses)
  - 5-7 years: Market penetration target of 18-20% of Lindon businesses as Chamber members (approximately 130 businesses)

Respectfully Submitted,

Pleasant Grove Chamber of Commerce Board of Directors

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## II. Discussion Item — Cemetery Policies

(25 minutes)

The City Council will review current cemetery policies and discuss whether changes in policies are needed, and review how any changes may impact current costs, operations, and maintenance. Any recommendations for changes will be drafted into future ordinance changes as directed by the Council.

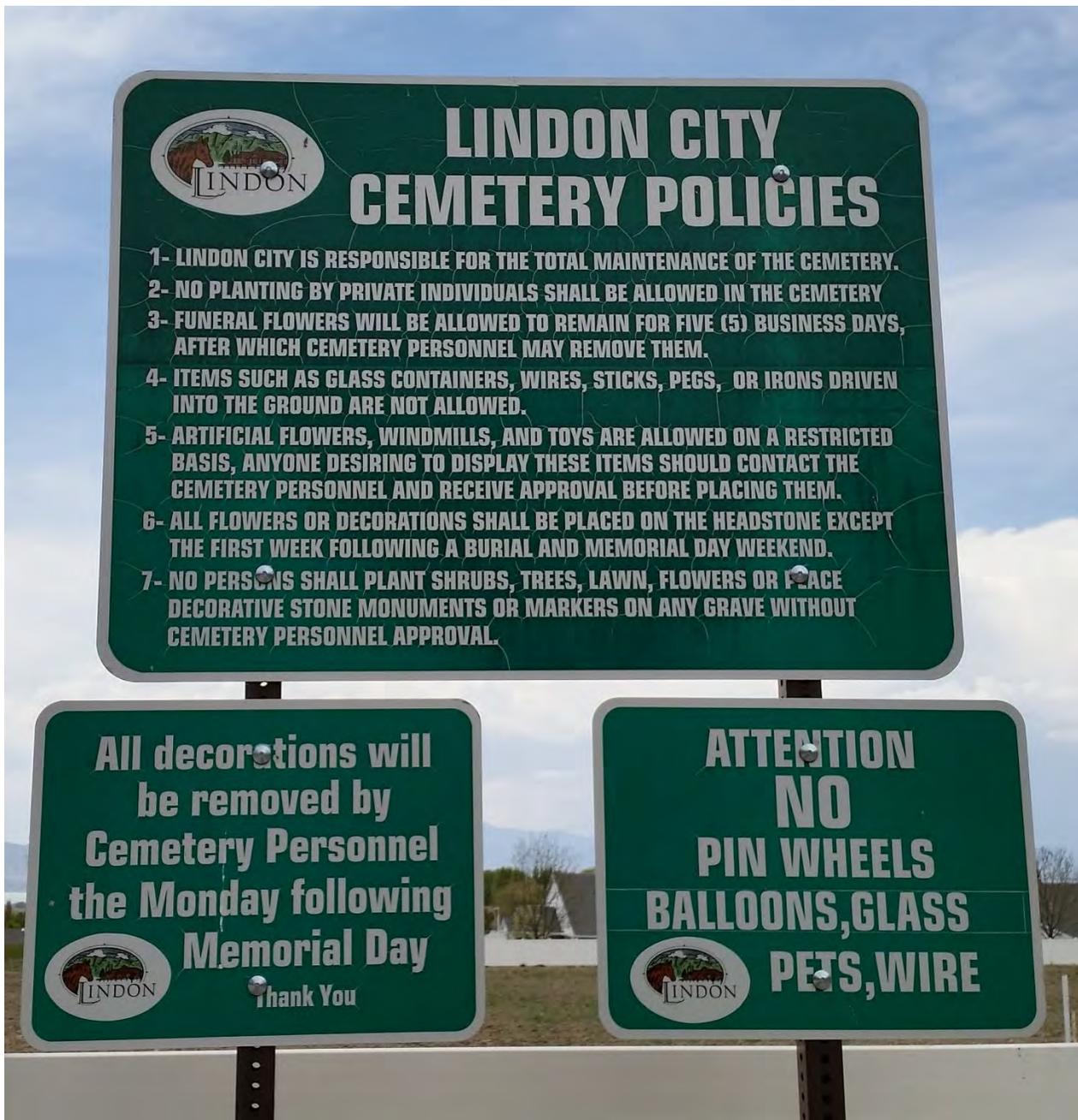
The Council has requested discussion on the current policies regulating decorations and maintenance at the cemetery. A copy of the current City Ordinance on the cemetery and pictures of posted regulations are attached. Parks Director, Heath Bateman, will be available to answer questions.

The City has also obtained information from the following cities on their cemetery policies:

- Payson
- Spanish Fork
- Springville
- Highland
- Orem
- Lehi
- American Fork

All cities above require decorations to be placed on the headstone or cement border. Except for the week following Memorial Day, every city indicated in their policies or in their responses to our inquiries, that decorations will be removed by city personnel if they are unsightly or present hazards, or are not placed directly on the headstone or cement border. Routine removal of decorations are typically done as part of weekly maintenance. Most of the cities have policies requiring removal of all items the week following Memorial Day. A few cities allow long-term decorations (like shepherd hooks) if mounted directly onto the headstone and not extending horizontally beyond the headstone.





# LINDON CITY CEMETERY POLICIES

- 1- LINDON CITY IS RESPONSIBLE FOR THE TOTAL MAINTENANCE OF THE CEMETERY.
- 2- NO PLANTING BY PRIVATE INDIVIDUALS SHALL BE ALLOWED IN THE CEMETERY
- 3- FUNERAL FLOWERS WILL BE ALLOWED TO REMAIN FOR FIVE (5) BUSINESS DAYS, AFTER WHICH CEMETERY PERSONNEL MAY REMOVE THEM.
- 4- ITEMS SUCH AS GLASS CONTAINERS, WIRES, STICKS, PEGS, OR IRONS DRIVEN INTO THE GROUND ARE NOT ALLOWED.
- 5- ARTIFICIAL FLOWERS, WINDMILLS, AND TOYS ARE ALLOWED ON A RESTRICTED BASIS, ANYONE DESIRING TO DISPLAY THESE ITEMS SHOULD CONTACT THE CEMETERY PERSONNEL AND RECEIVE APPROVAL BEFORE PLACING THEM.
- 6- ALL FLOWERS OR DECORATIONS SHALL BE PLACED ON THE HEADSTONE EXCEPT THE FIRST WEEK FOLLOWING A BURIAL AND MEMORIAL DAY WEEKEND.
- 7- NO PERSONS SHALL PLANT SHRUBS, TREES, LAWN, FLOWERS OR PLACE DECORATIVE STONE MONUMENTS OR MARKERS ON ANY GRAVE WITHOUT CEMETERY PERSONNEL APPROVAL.

**All decorations will  
be removed by  
Cemetery Personnel  
the Monday following  
Memorial Day**



**Thank You**

**ATTENTION  
NO  
PIN WHEELS  
BALLOONS, GLASS  
PETS, WIRE**



# Lindon City Cemetery



## Summary of Utah County Cities

### Current Lindon City Code:

#### **Section 8.32.160 Grave decorations.**

All natural floral arrangements in city cemeteries shall be allowed to remain until removal is required for maintenance purposes, but in any event not longer than five days. All floral arrangements may be removed by the city sexton at any time. Glass containers shall not be allowed. Any objects such as wires, sticks, pegs, irons driven into the ground, or any other objects which interfere with maintenance of a city cemetery shall not be permitted. All grave decorations and other personal property left in the city cemetery shall be presumed to have been abandoned to the city. (Ord. no. 11-92, enacted 11-5-92.)

**Section 8.32.170 Artificial flowers.** Artificial flowers, windmills, toys, rocks, wrought iron, or other ornamentation shall not be placed in city cemeteries. The city sexton may remove and dispose of any such ornamentation at any time. (Ord. no. 11-92, enacted 11-5-92.)

**Section 8.32.180 Private improvements prohibited.**

It shall be unlawful for any private person to erect or maintain any structure, fence, corner post, coping, or hedging of any kind upon any lot, street, or driveway in a city cemetery, or grade the ground or land thereof. (Ord. no. 11-92, enacted 11-5-92.)

**Section 8.32.290 Care of lots.** The city shall determine the extent of care to be given to the city cemetery, including lots related to sold and unsold burial rights. (Ord. no. 11-92, enacted 11-5-92.) (Ord. 2014-15 amended 9/2/14)

**OTHER UTAH COUNTY MUNICIPALITIES****Provo City (City Code)****2.15.190. Flowers.**

(1) The City Sexton may remove all floral pieces left on new graves longer than five (5) days.

(2) For the protection of the workmen and the beauty of the grounds of the cemetery, artificial flowers will not be allowed on graves during the mowing and maintenance season, April 1 to November 1, inclusive, except for Memorial Day decorations which must be removed within five (5) days after Memorial Day.

**(3) All flowers and other decorations must be confined to the headstone and its cement apron. Glass containers and items driven into the ground such as iron, wires, sticks and pegs are prohibited and may be removed upon discovery.**

(4) Provo City, its employees and agents, shall not be responsible or liable for theft of, damage to, or injury arising from flowers, decorations, and other personal property left in the cemetery. (Am 1992-26)

**Orem City (Orem Cemetery Policies and Procedures Pamphlet)****DECORATIONS**

All grave marker decorations or arrangements, real or artificial, shall be allowed until such time as they become faded, worn, weathered, or otherwise unsightly after which time they will be removed by Cemetery personnel. City of Orem is not responsible for any decorations placed in the Cemetery.

1. Glass, porcelain, or other breakable objects are not allowed and may be removed by Cemetery personnel. The City is not responsible for any decorations that may be removed by other private parties whether intentional or not.
2. Any object(s) not kept on the grave marker will be removed by Cemetery personnel. Decorations are not allowed on any part of the grass. Marked or named decorations may be returned to their proper location by cemetery personnel if they become dislodged and are identifiable as to their appropriate location. Cemetery personnel will make every attempt to properly locate a dislodged decoration(s). Decorations can be dislodged from their marker by wind, vandals, deer, etc. Decorations that cannot be placed on the proper grave marker will be discarded by Cemetery personnel.
3. For safety reasons, objects such as wires, sticks, pegs, rocks, pinwheels, or metal rods are not permitted.
4. It shall be unlawful for any person to plant shrubs, trees, lawn, flowers, or any such item on any lot. Placement or installation of any decorative stones, markers or monuments outside of the bounds of the grave marker is strictly prohibited.
5. It shall be unlawful for any person to erect or maintain any structure, fence, corner post, coping, or hedge of any kind upon any lot.
6. All grave decorations or arrangements, real or artificial, associated with any other specific holiday (themed decorations) may be removed by Cemetery personnel no earlier than seven (7) days following such holiday.
7. Funeral decorations will be allowed anywhere on the burial lot for a seven (7) calendar day period immediately following a burial. Anyone wanting to keep any decorations shall remove them before the seven (7) day period expires.
8. Cylinders, such as PVC pipe, may be used in lieu of a standard metal vase. The cylinders must be placed within the headstone granite or cement area, and cannot exceed 16" in height.
9. Once removed from the lot, grave decorations will be disposed of and will not be saved or kept at the Cemetery.
10. Fresh and artificial flowers left at the Cemetery may be consumed or destroyed by deer.
11. It shall be unlawful to remove decorations other than your own.

**Memorial Day Exceptions** Beginning 12:00 am on the Friday before Memorial Day until 11:59 pm on the Sunday following Memorial Day, decorations will be allowed anywhere on the burial lot. The first Monday following Memorial Day, ALL decorations will be removed by cemetery personnel beginning at 6:00 am. Anyone wanting to keep their decorations should remove them before 6:00 am that Monday following Memorial Day. Removing decorations other than your own is unlawful. New decorations cannot be placed on a lot until the SECOND Wednesday following Memorial Day. This allows Cemetery personnel time to mow and sweep the long turf created during an absence of turf maintenance following the week after Memorial Day.

All decorations removed on the Monday cleanup will be disposed of and will not be saved or kept at the Cemetery.

### **Pleasant Grove Cemetery (Policies and Procedures Brochure)**

#### **Decorations/Flowers on Graves:**

Pleasant Grove City Corporation will not be responsible for flowers or other personal property left in the cemetery. Be aware that on occasion uncaring individuals have removed flower arrangements without the patron or staff knowledge or consent. The cemetery staff will remove flowers on new graves after 7 days. Special flower/mementos shall be removed by the family at the conclusion of services. Any object placed in the grass area of the cemetery during the mowing season will be removed. All flowers, real or artificial must be placed in a container or attached to the monument. Flowers in movable containers must be placed on the headstone or base to ensure easy access for grass cutting. No glass containers are permitted. Any objects such as wire, iron, sticks, pegs, flags, toys, air socks, balloons, outdoor lighting, pin wheels, etc. driven into the ground are not permitted. Any object or decoration not in compliance will be removed immediately upon discovery. Flowers on headstones between designated rows are not permitted except on Memorial Day. The use of shepherd's hooks shall be restricted to Memorial Day through the following Monday, and also the month of December. Use of shepherd's hooks at any other time will result in removal by the cemetery staff unless attached to the headstone and are removable.

#### **General Clean Up:**

All flowers and decorations that are not in permanent containers (and those that are wilted, damaged or unsightly) will be removed during the last week of March and the first week of April each year. Any faded artificial flowers will be removed and discarded. All flowers and decorations picked up are disposed of. Those who bring in decorations intended for use during the entire year is encouraged to wait until spring clean up is completed before freshening up their displays.

#### **Memorial Day:**

Cemetery staff begins preparations for Memorial Day one month prior to the holiday which usually takes the entire month to complete. Sprinkler irrigation is stopped from Friday afternoon through the end of Memorial Day to allow for placement of decorations. All flower regulations will be strictly enforced. The cemetery office will be staffed Saturday, Sunday and Memorial Day from 7 a.m. – 8 p.m. to assist in locating graves and help as needed. Clean up of the cemetery will begin the 2<sup>nd</sup> Tuesday following Memorial Day at 6 a.m. anyone desirous of

picking up their decorations should do so prior to Monday. Anyone removing decorations that are not their own will be prosecuted to the full extent of the law. New decorations cannot be placed on a grave until the second Wednesday following Memorial Day. All grave decorations removed on the 2<sup>nd</sup> Tuesday following Memorial Day cleanup will be disposed of and will not be saved or kept at the cemetery

### **American Fork ([afcity.org/179/Cemetery-Policies](http://afcity.org/179/Cemetery-Policies))**

#### Decorations

Summer (March 15th - October 31st)

All decorations must be placed directly on the headstone or concrete border. No shepherd hooks or any other decorations are allowed in the grass around the headstone during these months.

Winter (November 1st - March 14th)

All types of decorations are acceptable during these months as long as they are not damaging the cemetery grounds or obtrusive to neighboring plots.

#### Special Christmas Decorations

The American Fork Cemetery allows almost any type of decoration during the Christmas season. All Christmas decorations need to be removed no later than the last week of January.

Due to the powerful turf equipment that is used for mowing and trimming on the cemetery grounds, wires and glass containers will not be allowed. Any decorations that have wire or glass containers will be removed immediately and discarded.

#### Decoration Removal

##### Memorial Day

All decorations will be removed the Monday following Memorial Day.

##### Christmas

All decorations will be removed during the 1st week of February, weather permitting.

##### Other holidays

All decorations will be removed 2 weeks after the holiday, weather permitting.

\*All funeral flowers will be cleaned up 1 week following the services.

\*At the discretion of the cemetery staff, all old and unsightly decorations will be removed.

**COST SAVINGS BY FOLLOWING ORDINANCE (SEE ATTACHED FROM ELITE GROUNDS)**



**Elite Grounds L.C.**  
800 S Main Street, Pleasant Grove, UT 84062  
Tel. 801-785-5973

**SOLUTIONS**

**PERFORMANCE**

**SATISFACTION**

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August 19, 2016

Wade,

In answer to your request to look into the cost savings at the cemetery, if the headstone decorations were removed except for a few designated holidays, we have an educated guess of \$1,000.00 a year. If this were to proceed we would be able to adjust the credit after actual cost savings are realized.

Let me know if I can help any other way.

Brent Gurney

## LINDON CITY CODE

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### CEMETERIES AND BURIALS

Sections:

8.32.010	Definitions.
8.32.020	Interment in cemeteries.
8.32.030	Burial above ground prohibited.
8.32.040	Cemetery hours.
8.32.050	Only human burials permitted.
8.32.060	Vaults required.
8.32.070	Burial rights and ownership.
8.32.080	Burial permit required.
8.32.090	Exhumations.
8.32.100	Double depth burials.
8.32.110	Burials per lot.
8.32.120	Traffic regulations.
8.32.130	Funeral processions.
8.32.140	Right to maintain city cemeteries.
8.32.150	Plantings in city cemeteries.
8.32.160	Grave decorations.
8.32.170	Artificial flowers.
8.32.180	Private improvements prohibited.
8.32.190	Grave markers.
8.32.200	Burial of indigents.
8.32.210	Infant or urn burial lot.
8.32.220	American veteran burial lot.
8.32.230	Animals prohibited.
8.32.240	Persons and activities not permitted in city cemeteries.
8.32.250	Holiday funerals.
8.32.260	Fees.
8.32.270	Resale restricted.
8.32.280	No right to burial in specific location.
8.32.290	Care of lots.
8.32.300	Damaging property.
8.32.310	Burial information.
8.32.320	Forfeiture of burial rights.
8.32.330	Rules and regulations.
8.32.340	Violation misdemeanor.

Section 8.32.010        Definitions.

1. "Burial" means the opening and closing of a grave for the interment of human remains.
2. "Cemetery" means any cemetery owned or operated by Lindon City for the purpose of receiving the remains of deceased humans. The term also includes any cemetery operated within the city limits of Lindon City.
3. "City" means Lindon City.
4. "Double Depth Burial" means the burial of the remains of two human bodies in the same burial lot in separate vaults, one on top of the other.
5. "Double Burial" means the burial of two human bodies in adjacent burial lots.
6. "Infant" is defined as any child who is able to be buried in a casket no greater than thirty-six inches (36") long.
7. "Lot" means a grave site in any cemetery owned by the City.
8. "Lot Owner or Purchaser" means the purchaser of burial rights or privileges evidenced by a Burial Rights Certificate.
9. "Resident" is defined as a person who resides within the city and whose primary residence has been within the city for at least thirty-one (31) days prior to a burial or purchase of burial right.
10. "Veteran" is defined as anyone who has served in the Armed Forces of the United States, including members of the National Guard and Reserves. A person who has had a dishonorable discharge does not typically qualify as a Veteran.

(Ord. 2014-15 amended 9/2/14)(Ord. 2012-4 amended 2/7/12, Ord. no. 3-94, amended 2-94, effective date 2-17-94; Ord.

## LINDON CITY CODE

no. 11-92, enacted 11-5-92.)

### Section 8.32.020 Interment in cemeteries.

No human remains shall be interred within the city limits of Lindon City except in a cemetery operated by the city or a cemetery otherwise established and operated in accordance with the laws of the State of Utah. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.030 Burial above ground prohibited.

It is unlawful for any person to bury the body of a deceased person in any structure above the ground. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.040 Cemetery hours.

It shall be unlawful for any person other than city and cemetery employees performing their duties to be in any cemetery between the hours of 11:00 p.m. and 6:00 a.m. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.050 Only human burials permitted.

There shall be no burial of anything other than the remains of human bodies in any cemetery. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.060 Vaults required.

It shall be unlawful for the remains of any dead human body to be buried in any cemetery unless the casket is placed in a concrete or steel vault approved by the city sexton. No wood or fiberglass shall be used in the construction of any part of any vault. Exceptions to the provisions of this Section may be granted for infant or cremation burials only. In such instances, the design and construction of the burial vaults shall be approved by the city sexton. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.070 Burial rights and ownership.

1. All property in a city cemetery, including lots, blocks, and grave sites, is the exclusive property of the city. A burial right granted by the city is merely a right to be buried on city property.
2. Burial rights in a city cemetery are granted to the person or persons named in the Burial Rights Certificate.
3. No person, except the owner of the burial rights on a Lot, shall be buried on that Lot, unless a form provided by the city sexton has been signed by the owner giving permission for someone else to be buried on the Lot.
4. Upon the death of the owner of the burial right, the burial right may be used for the burial of the owner. If not so used, the burial right shall pass to the owner's heirs or beneficiaries in accordance with applicable law, provided however, the burial right to any one Lot shall not be divided in fractional interests except as otherwise permitted by the city for infant and urn burials. (Ord. 2014-15 amended 9/2/14) (Ord. no. 3-94, amended, 2-94, effective date 2-17-94; Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.080 Burial permit required.

No remains of any dead human body shall be buried within any cemetery unless a proper burial permit has been issued by the city sexton. Burial shall not begin any sooner than 24 hours after the issuance of a burial permit. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.090 Exhumations.

No exhumations shall be permitted without written permission of the city sexton. It is unlawful, within two years from the date of burial, for any person to exhume the body of a person who has died of a contagious disease unless such body has been buried in a hermetically sealed coffin and is found to be so encased. All

## LINDON CITY CODE

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exhumations must comply with applicable state law. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.100 Double depth burials.

Double depth burials are not allowed in any location in any cemetery, except where double depth burial rights have previously been issued by the city. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92)

### Section 8.32.110 Burials per lot.

Only one burial shall be allowed per lot, except as follows:

- a) Double depth burial rights purchased prior to June 20, 2018 will be permitted.
- b) Burial of up to four (4) urns per full-size lot (40" x 100"), or two (2) urns per half-sized lot (40" x 50") is permitted.
- c) Burial of up to two (2) infants per full-size lot (40"x 100"), or one (1) infant per half-size lot (40"x 50") is permitted.

(Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92)

### Section 8.32.120 Traffic regulations.

The provisions of the city traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall apply in all city cemeteries. In addition the following traffic regulations apply in all city cemeteries:

1. It is unlawful for any person to drive a motor vehicle upon any cemetery lot, back over any grave, cut a corner or drive such vehicle upon any part of the cemetery which is not an established roadway; provided, however, that this provision shall not apply to city employee's in the discharge of their duties.
2. It is unlawful for any person to drive a motor vehicle within a city cemetery at a speed greater than ten (10) miles per hour in areas where speed limits are not posted, or at such other lesser speed as is reasonable and prudent under existing conditions, having regard for actual and potential hazards. Where speed limits are posted, it is unlawful for any person to drive a motor vehicle in excess of the posted speed limit.
3. Whenever signs have been installed by the city, directing traffic to proceed in one direction only upon any street in a city cemetery, it is unlawful for any person to disobey such signs and drive a motor vehicle in the opposite direction.

(Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92)

### Section 8.32.130 Funeral processions.

Funeral processions passing through the city shall proceed to the place of interment under the direction of the funeral director. Within city cemeteries, city employees and/or funeral directors and their staff may direct traffic for the purposes of maintaining traffic flow and for the proper parking of vehicles. All vehicles in city cemeteries shall be driven in a careful and orderly manner. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.140 Right to maintain city cemeteries.

The city sexton shall have the right to enter upon any Lot to perform all work necessary for the maintenance of any city cemetery. The city sexton or appointed designee shall be responsible for the total maintenance of city cemeteries. The city shall not be responsible for the repair or replacement of grave markers of any nature. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92)

### Section 8.32.150 Plantings in city cemeteries.

No planting shall be allowed in city cemeteries by private individuals, except when such planting has been approved by the city sexton. In determining whether to allow private planting, the city sexton shall consider

## LINDON CITY CODE

whether the planting is in harmony with the cemetery landscape and if the planting will interfere with cemetery maintenance and safety. Any object, flower, shrub, tree, or decoration not in compliance with this Section may be removed immediately by the city sexton. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.160 Grave decorations.

All natural floral arrangements in city cemeteries shall be allowed to remain until removal is required for

maintenance purposes, but in any event not longer than five days. All floral arrangements may be removed by the city sexton at any time. Glass containers shall not be allowed. Any objects such as wires, sticks, pegs, irons driven into the ground, or any other objects which interfere with maintenance of a city cemetery shall not be permitted. All grave decorations and other personal property left in the city cemetery shall be presumed to have been abandoned to the city. (Ord. no. 11-92, enacted 11-5-92.)

Section 8.32.170 Artificial flowers. Artificial flowers, windmills, toys, rocks, wrought iron, or other ornamentation shall not be placed in city cemeteries. The city sexton may remove and dispose of any such ornamentation at any time. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.180 Private improvements prohibited.

It shall be unlawful for any private person to erect or maintain any structure, fence, corner post, coping, or hedging of any kind upon any lot, street, or driveway in a city cemetery, or grade the ground or land thereof. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.190 Grave markers.

All headstones or grave markers in city cemeteries shall comply with the size, type, placement, and other requirements of this Section. All grave markers shall be installed under the direction of the city sexton. Within 90 days after the interment of any dead human remains in any Lot, the owner of any burial rights or relatives of the interred person shall place or cause to be placed upon the grave a suitable grave marker with the name of the deceased person plainly inscribed thereon. If any person does not comply with this requirement, the city may install a grave marker to identify the deceased and collect the cost of the purchase and installation of the grave marker from the persons otherwise responsible for the placement of such marker. Markers, monuments, or structures other than those explicitly provided for in this Section shall not be placed upon any Lot.

1. Size of markers. All grave markers shall be placed on a concrete foundation at least six inches thick and shall have a maximum length of 40 inches for single burials, and 80 inches for double burials, and shall have a maximum width of 40 inches for both single burials and double burials. Markers where infants or urns are buried shall not exceed 40" x 25".
2. Type of markers. All grave markers shall be placed flush with the ground. No upright headstones shall be allowed in the cemetery.
3. Placement of markers. All grave markers shall be placed at the head of the grave. Exceptions to this rule shall apply only in the Veteran's Section of city cemeteries, if such Section exists, where one additional grave marker, supplied by the Veteran's Administration, may be placed at the foot of the grave. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92.) (Ord. 2014-15 amended 9/2/14)

### Section 8.32.200 Burial of indigents.

A portion of any cemetery (either as a group of plots together or plots dispersed throughout the cemetery) may be designated by the City Council for the burial of indigents, provided however that indigents shall have no inherent right of burial in city cemeteries. Whenever it is determined by the City Administrator that any resident of Lindon who has died, who does not have funds or an estate sufficient to pay the cost of a burial right in the cemetery, and whose nearest relative or representative desires to have the body of such

## LINDON CITY CODE

deceased interred in the city cemetery, the City Administrator may grant a burial right for such deceased person at no cost and waive all city fees associated with the burial. All strangers without known relatives or funds who die in the City may be accorded the same privilege. (Ord. no. 11-92, enacted 11-5-92)  
(Ord. 2000-7, Amended, 10/04/2000)

### Section 8.32.210            Infant or urn burial lot.

A portion of any cemetery may be reserved for the burial of infants or urns in reduced size lots as established by the city. Vaults used in such portion of a cemetery shall be a maximum of thirty-six inches (36") in length. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92.) (Ord. 2014-15 amended 9/2/14)

### Section 8.32.220            American veteran burial lot.

A portion of any cemetery may be reserved for the burial of American Veterans and their spouses. (Ord. 2014-15 amended 9/2/14) (Ord. no. 11-92, enacted 11-5-92) (Ord. 2014-15 amended 9/2/14)

### Section 8.32.230            Animals prohibited.

No animal shall be allowed in a city cemetery except in the confines of a vehicle. It shall be unlawful for the owner, agent, caretaker, or other person or persons in charge of any animal to permit any animal to run at large or trespass on any city cemetery grounds. (Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.240            Persons and activities not permitted in city cemeteries.

1. Only cemetery patrons are allowed in city cemeteries.
2. Children under 12 years of age must be accompanied at all times on the cemetery property by a parent or some supervising adult 18 years of age or older.
3. It shall be unlawful to engage in recreational activities in city cemeteries. (Ord. no. 11-92, enacted 11-5-92.)

Section 8.32.250            Holiday funerals. Interments or exhumations shall not be allowed on any City observed holiday or on Sundays, or on Memorial Day weekend beginning on the Saturday preceding Memorial Day through Memorial Day; provided however, that a burial may be permitted on any of the days described above if the deceased died of a contagious disease. (Ord. 2012-4 amended 2/7/12, Ord. 2010-5, adopted 8/17/2010, Ord. no. 11-92, enacted 11-5-92.)

### Section 8.32.260            Fees.

All prices, fees, and charges pertaining to city cemeteries shall be established by resolution of the city Council. No burial, opening, closing, interment, or exhumation shall take place until all appropriate fees have been paid to the city; and no certificate of burial rights shall be given to a purchaser until the entire cost of the burial right has been paid in full. In addition, reasonable charges may be imposed for digging of graves, inspections, and other services performed. Fees, prices, and charges may be changed at any time, shall be part of the fee schedule within the city budget, and shall be available for public inspection. The city may charge different fees for residents and non-residents. Residency shall be determined by the residency of the named owner as shown on the Certificate at the time of purchase of a right of burial. If a person to be buried is deceased at the time of purchase of the burial right, residency shall be determined by the residency of the deceased person, at the time of death. (Ord. no. 3-94, amended 2-94, effective date 2-17-94; ord. no. 11-92, enacted 11-5-92.) (Ord. 2014-15 amended 9/2/14)

### Section 8.32.270            Resale restricted.

LINDON CITY CODE

No person who owns any burial right in a city cemetery shall sell such burial right to any buyer except the city. ~~In the event the city elects to repurchase the burial rights, the repurchase price shall be the lesser of the original purchase price of the rights or the current selling price at the time of repurchase.~~ (Ord. no. 11-92, enacted 11-5-92.)

Section 8.32.280 No right to burial in specific location.

A burial right granted by the city does not entitle the owner thereof to any right to burial in a specific location or Lot in a specific city cemetery or even the right to burial in a city cemetery. The city may substitute another Lot if more than one right to burial for a specific Lot has been sold or if title to the Lot or parcel has been sold by the municipality. The city may also refuse to bury any person in a city cemetery and repurchase the burial right by paying the owner thereof the reasonable value of the right on the date the certificate is presented to the city, or may provide for burial rights in another private or public cemetery. (Ord. no. 11-92, enacted 11-5-92.)

Section 8.32.290 Care of lots.

The city shall determine the extent of care to be given to the city cemetery, including lots related to sold and unsold burial rights. (Ord. no. 11-92, enacted 11-5-92.) (Ord. 2014-15 amended 9/2/14)

Section 8.32.300 Damaging property.

It shall be unlawful for any person to damage, injure, deface, take, or carry away any monument, tree, shrub, lawn, building, structure, or facility, on the grounds of any city cemetery except with the prior written permission of the city sexton. The city shall not be responsible or liable for flowers or other personal property left at a city cemetery. (Ord. no. 11-92, enacted 11-5-92.)

Section 8.32.310 Burial information.

Relatives of a deceased person, funeral directors, and any other person requesting burial of a body in the city cemetery shall provide the sexton information identifying the deceased, including but not limited to decedent's name, place of death, and name and address of the funeral director or other person making the interment. Written authorization must be made by a burial right owner or successor in interest of the decedent prior to interment of a body in a lot. The city will record and maintain a record of each Certificate of Burial Right. All new certificates will be recorded with Utah County bi-annually, no later than January 1 and July 1 of each year. The city will file an accurate plat of the cemetery with Utah County clearly showing sections of burial lots which have been disposed of and the names of persons owning each burial right and sections of burial rights held for disposal. Additional plats for additions to the cemetery will be filed with Utah County before offering for sale any burial rights located in the cemetery. (Ord. no. 11-92, enacted 11-5-92.) (Ord. 2014-15 amended 9/2/14)

Section 8.32.320 Forfeiture of burial rights.

A burial right or lot that remains unused for a period of 120 years after the date of issuance of the Certificate of Burial Right shall revert to the city in accordance with procedures and notice requirements set forth in Title 8, Chapter 5, U.C.A. and as may be amended hereafter. However, a burial right or lot will not revert to the city if the Owner provides proof of a valid interest in the burial right or lot within the time frames set forth in said statutes. Upon receiving proof of a valid interest in the burial right or lot, the city shall, at no cost to the owner, issue a new Certificate which shall be valid for an additional 120 years. The Owner of a burial right or lot that has reverted to the city, upon providing proof of a valid interest in a burial right or lot that was reclaimed, shall have a right to redemption or other compensation, at the option of the city, in accordance with state law. (Ord. no. 11-92, enacted 11-5-92., (Ord. no. 2014-9, Amended 4-1-14.)

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## Section 8.32.330 Rules and regulations.

The city sexton, with approval of the City Council, may prepare and enforce such other printed rules and regulations for the operation of city cemeteries as will cover matters necessary for, or useful in, the operation of city cemeteries, and which are not contained in this Code. (Ord. no. 11-92, enacted 11-5-92.)

## Section 8.32.340 Violation misdemeanor.

Any person who violates any provision of this Chapter is guilty of a class C misdemeanor. Every day a violation of this Chapter continues shall constitute a separate violation. (Ord. no. 11-92, enacted 11-5-92.)

**12. Review & Action — Aquatics Center Lighting Proposal***(20 minutes)*

The City Council will review a proposal to install lighting at the Lindon City Aquatics Center in order to increase night time rental opportunities, and thus increase revenues at the Aquatics Center to help offset costs of the facility. The Council will consider the proposal and whether to appropriate funding for the project.

Parks and Recreation Director, Heath Bateman, will present this item. See attached materials on the lighting proposal.

**Sample Motion:** I move to (approve, continue, deny) the lighting proposal at the Aquatics Center and request that \$\_\_\_\_\_ in funding towards the project be appropriated at the next budget hearing.

## Lindon Aquatics Center

### **Introduction:**

The purpose of this proposal is to outline the expense, effectiveness, need of, and for the installation of lights at the Lindon Aquatics Center. The following proposal includes a summary of the installation, effectiveness of outdoor lights, expense, and subsequently the revenue of installing lights at the Lindon Aquatics Center. Staff requests direction after considering possible revenue vs expense to move forward with creation of a set of bid documents for RFP.

### **Background:**

Many pools around the state have lights for their outdoor aquatic facilities including Payson Pool and Veterans Memorial Pool. The lights not only extend swimming time for the outdoor pool but most importantly make it safer in the evening.

Payson has two different rental packages that are available throughout the summer. The first is an "Exclusive Rental" of the entire facility at \$600/predetermined time. The second rental is a "Non-Exclusive Rental" which is \$300/predetermined time. With 30 days out of the potential 58 days have been rented, and we assume that each rental is an "Exclusive Rental," the projected revenue from the party alone would be \$34,800.

Pleasant grove is another local pool with lights at their outdoor aquatic facility. They rent out their facility every Monday-Saturday night. That equals a total of 54 days booked. Pleasant Grove charges \$175 for one hour/100 people, additional person are \$1.00, and \$300 for two hours/100 people, additional person are \$1.50. If we assume that each party is for two hours with 200 people, 100 additional people, their projected revenue would be \$16,350.

The Lindon Aquatics Center currently has no lights for night time operation. The LAC rents out the facility every Wednesday, Thursday, Friday, and Saturday night equaling a total of 55 potential nights to rent the facility for 2017 (every weekend starting on Wednesday, May 31 to Saturday, September 2<sup>nd</sup>

The cost of renting the LAC is \$400/hour for the leisure pool and an extra \$100 for the FlowRider for the 2017 season. If we rented every possible day at four days, including FlowRider, our projected revenue will be \$82,500.

Everyday was reserved in 2016 with plenty of others wanting to reserve the facility.

### Proposed Rentals:

Payson Pool, being our sister pool, is a great example of how to make these changes. The proposed rental schedule and revenue is as follows:

<b>Table 1</b>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open Swim	12:30-9:30pm	12:30-8:00pm	12:30-8:00pm	12:30-9:30pm	12:30-6:00pm	12:30-6:00pm
Rental Time	None	8:30-10:30pm	8:30-10:30pm	None	6:30-10:30pm	6:30-10:30pm
Fee Change	2016 Fee Increase					
Revenue Past	None	None	None	\$1,350**	\$1,350**	\$1,350**
Revenue Proposed*	None	\$1,000	\$1,000	None	\$2,000	\$2,000

\*Revenue is based on the maximum hours with maximum expense.

\*\*Numbers based on 2016 (pre fee change) fee schedule which was \$350.00/hour for the leisure pool and an extra \$100.00/hour for the FlowRider.

The total projected revenue, if every day was booked (48 days), would be **\$72,000.**

If the Lindon Aquatics Center decided to rent out every night as does the Veterans Memorial Pool, the proposed rental schedule and revenue would be as follows:

<b>Table 2</b>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open Swim	12:30-9:30pm	12:30-8:00pm	12:30-8:00pm	12:30-9:30pm	12:30-6:00pm	12:30-6:00pm
Rental Time	8:30-10:30pm	8:30-10:30pm	8:30-10:30pm	8:30-10:30pm	6:30-10:30pm	6:30-10:30pm
Fee Change	None	None	None	None	None	None
Revenue Past	None	None	None	\$1,350**	\$1,350**	\$1,350**
Revenue Proposed*	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000

\*Revenue is based on the maximum hours with maximum expense.

\*\*Numbers based on 2016 (pre fee change) fee schedule which was \$350.00/hour for the leisure pool and an extra \$100.00/hour for the FlowRider.

The total projected revenue, if every day was booked (72 days), would be **\$96,000.**

Projected Revenue Past/Proposed with Payout Time

Table 5	Revenue Past*	Revenue Proposed	Difference	Payout Time**
Four day rental†	\$50,360.00	\$72,000.00	\$21,640.00	4.6 Years
Six day rental‡	\$50,360.00	\$96,000.00	\$45,640.00	2.2 Years

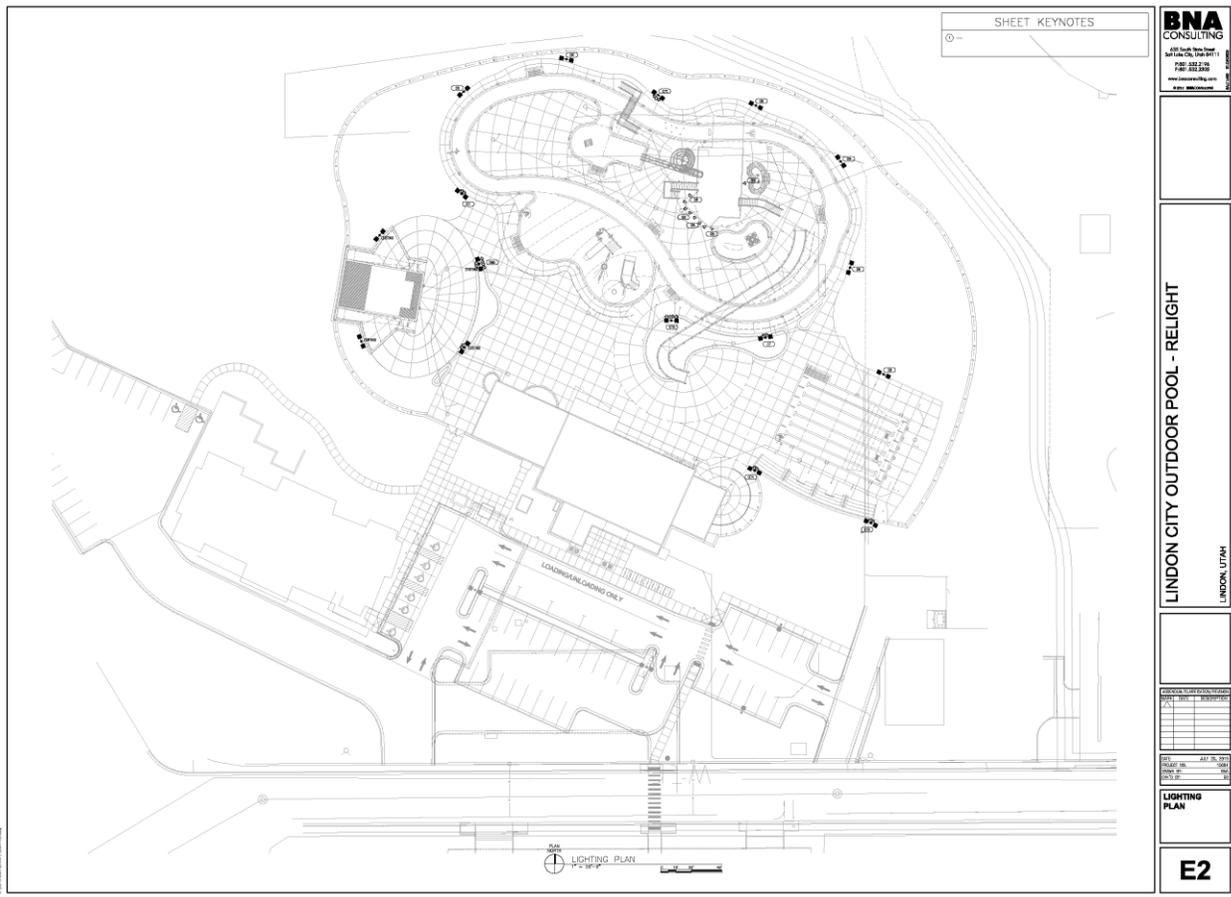
\*Revenue based on the Private Party Revenue in 2016

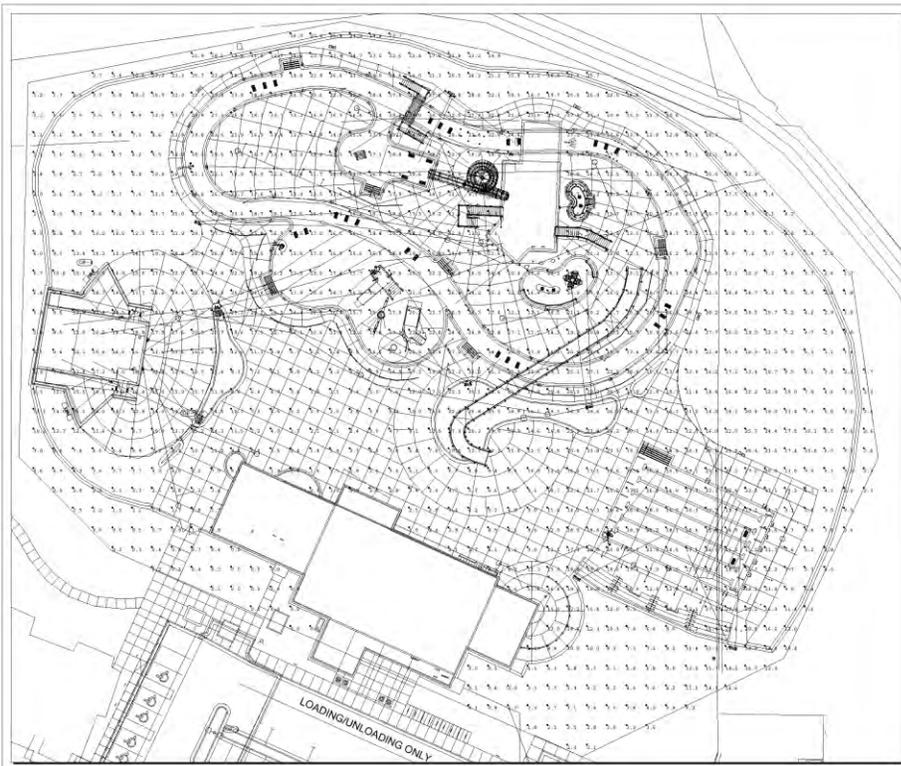
\*\*Number based the additional revenue (Difference) with the light project costing \$100,000.00

†Expense multiplied by 48 days

‡Expense multiplied by 72 days

QUESTION: Should staff move forward and get a purchase a building set of plans and send plans for RFP?





Lighting Calculation  
Not to Scale

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Ground Top	ILLUMINANCE	Fc	13.44	41.2	0.0	N.A.

Luminaire Schedule						
Symbol	Qty	Label	Description	Total Lumens	LLF	LLD
[Symbol]	4	O4	G18-4XL-400PSMH	40000	0.680	0.800
[Symbol]	32	O5	DP7-WSP-250PSMH	22500	0.704	0.800
[Symbol]	12	O6	G18-4XL-875PSMH	95000	0.680	0.800

PARAMETERS:  
POLE HEIGHT = 25'-0"

REFLECTANCES  
FLOOR = 20%  
WALL = 50%

TARGET LIGHT LEVEL: 15 FC

CALCULATION PLANE HEIGHT: FLOOR

**BNA CONSULTING**  
Lighting Design &  
Electrical Engineering

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LINDEN OUTDOOR POOL  
CALCULATION

Sheet: 1 of 1



# SCOTVALE ELECTRICAL SYSTEMS INC.

CONSTRUCTION : DESIGN BUILD : PROCESS CONTROL

29 April 2016

To: Lindon City  
Attn: Heath Bateman

Re: Lindon City Aquatic Center Re-Lighting – Lindon, Utah

Subject: Electrical – Electrical Pricing

Heath,

We are pleased to submit Electrical pricing for the above referenced project. Our pricing is per **Scotvale Electrical Systems, Inc.** interpretation of plans specifications and Addendum #1, please note any clarifications or exclusions.

BASE BID INCLUDES:								
	YES	NO		YES	NO		YES	NO
Fire Alarm		X	Access control system		X	Generator		X
Voice/Data Wiring		X	Taxes	X		Engineering		X
Voice/Data Stub up		X	Fees		X	CCTV System		X
			Permit		X	Temp Pwr/Ltg		X
Concrete (Pole Bases, Etc)	X		Bonding Capacity		X	Allowances included		NONE

Scope of Work:

1. Power:
2. Lighting

ELECTRICAL:

ADD Sod Landscape Repair Allowance:

\$ 96,590.00

\$ 5,000.00

**Total: \$101,590.00**

Clarification:

- We have included a lighting contactor that will be controlled by your existing lighting control system.
- We anticipate being able to directional bore to the light poles which will reduce the amount of landscape repair, and will pothole the pole light bases to mitigate damage to existing utilities.
- Please note the lighting representative did not offer LED alternate because they cannot meet the lighting levels required by code.

Exclusions:

- We have **not** included an allowance for a permit in our proposal.
- We have **not** included any allowance for marking the existing underground utilities, these utilities will need to be marked by the city and as-built drawings provided of the existing utility lines with-in the property.

We hope the above meets with your approval and look forward to working with you on this project.

Regards,

Don Rawlins  
Scotvale Electrical Systems, Inc.

1770 W. SEQUOIA VISTA CIRCLE #1A. SALT LAKE CITY, UT. 84104  
PH: (801) 977.9733 FAX: (801) 977.9411  
UT. LIC 314611-5501

# Fee Proposal

To: Harold Bateman  
Lindon City  
("Client")

From: Greg Brenchley

Date: 08/24/2016

Project: Lindon City Aquatic Center – Outdoor Pool Lighting Controls Design  
Lindon, Utah

BNA Consulting is pleased to offer the following services for consideration for the above referenced project. BNA agrees to the following scope of work upon acceptance of this proposal:

## Assumptions

1. Software to be utilized will be the newest release of Autodesk AutoCAD. Models will be updated with the most current release of the software available throughout the life of the project.
2. The scope of work to provide biddable construction drawings of lighting layout provided previously to the Owner. Revisions to the lighting layout and calculations are not part of this scope and have been excluded from this fee.
3. Proposed fee is based on the entire scope of work developed during the same contiguous project time period.

## General Services (GS) Design Scope of Included Services:

1. Value Engineering / Revising Documents Based upon VE revisions (one occurrence)
2. Specifications for all Scope of Services
3. Addendum Review Period and Coordination
4. Bidding Support

## General Services (GS) Design Excluded Services:

1. Landscape design for any disruption to existing concrete or other landscaping.
2. Modifications to Project Documents due to Project Budget and Scope of Work Reduction
3. Stoppage of Work for a Period Longer than 6 Months
4. Detailed Cost and Budget Estimating
5. Presentation renderings and drawings.
6. Utility coordination off the project boundaries.

## Lighting Design (LD) Scope of Included Services [Designed by a [Certified Lighting Designer LC](#)]:

1. The light design has been provided previously and will be utilized for this scope of work.
2. Coordinate with the Owner to ensure the design is constructible, practical, economical, and consistent with the identified goal of the Owner.
3. Department of Energy COMCheck Analysis and Document
4. Local Control and Low Voltage Control System
5. Control Zone Layout
6. Reviewing and Checking Proposed Substitutions for Compliance with the Specification
7. Focusing and Adjusting

## Lighting Design (LD) Excluded Services:

1. Lighting Layout and Design

2. Lighting Fixture Schedule including Manufacturer, Catalog Number, Lamp Type, Wattage, and Voltage Characteristics for each Fixture Type.
3. Lighting Point by Point Calculations / Photometric Studies As Required
  - a. Room X
  - b. Area Y
4. Lighting Mockups (except for in-house mock-ups for BNA's use), including the coordination and preparation of mock-up drawings.
5. Lighting Photoshop Nighttime Rendering using Architect's Daytime Rendering

**Electrical Engineering (EE) Scope of Included Services:**

1. Power Layout and Circuiting
2. Coordination of circuit routing and coordination with existing equipment.
3. Site investigation up to 1 visits not exceeding 9 hours each or 9 hours total.

**Construction Administration (CA) Included Scope of Services:**

1. Shop Drawing Review
2. Construction observations/meetings up to 2 visits not exceeding 2 hours each or 4 hours total.
3. Request for Information Responses
4. Change Order Pricing Review

**Construction Administration (CA) Excluded Services:**

1. Owner Operation and Maintenance Manual Review
2. The review of submittals outside of our scope in the construction administration phase.
3. Printing of multiple drawing sets
4. One year warranty walk-thru.

**Site Visit/Travel (SV) Included Scope of Services:**

1. Local Site Visits (within 50 miles of BNA Consulting)
  - a. Design Phase: 1
  - b. Construction Phase: 2

All services will be payable in monthly installments on a percentage of completion basis.

BNA will perform all of the above services for the fee as indicated below. Any major changes to the floor plans, added square footage, and/or program changes that occur after 50% design will be followed by an additional fee request before work begins on the change.

Please sign below and return a copy to me if this proposal is acceptable. Do not hesitate to call if you have any questions.

**Fixed Fee of \$9850**

General Services Design (GS) + Electrical Engineering Design (EE) Services	\$5,400.00
Lighting Design (LD) Services	\$1,400.00
Construction Administration (CA) Scope of Services	\$2,900.00
Site Visit/Travel (SV) Scope of Services (Labor not included)	\$150.00
<b>Total</b>	<b>\$9,850.00</b>

The following hourly rates are also applicable for Additional Services.

Principal	\$130.00
Acoustic Engineer	\$130.00
Controls Integrator	\$130.00
Audio & Video Specialist	\$130.00
Sr. Associate	\$110.00
Associate	\$100.00
Lighting Design	\$100.00
Project Manager	\$95.00
Field Coordinator	\$80.00
Designer	\$80.00
CAD/Draft	\$70.00
Clerical	\$55.00

### **Project Suspended and/or Abandoned**

If the project is suspended for more than three months or abandoned in whole or in part, the Engineer shall be compensated for services performed prior to receipt of written notice from the Client of suspension and/or abandonment, together with Reimbursable Expenses.

### **ACCEPTANCE**

For valuable consideration, the legal sufficiency of which is hereby acknowledged, this Proposal is accepted and is a binding contract ("Agreement"). BNA is authorized to perform the work described herein. Client acknowledges receipt of the additional terms and conditions of this document as provided below, all of which are incorporated herein and made a part hereof.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CLIENT PROJECT NUMBER \_\_\_\_\_

It is understood and agreed that if the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney s' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

Disclaimer: BNA Consulting is LOD 200 compliant for BIM Model Elements as established in AIA Document E202. As such, Model Elements are modeled as generalized systems or assemblies with approximate quantities, sizes, shapes, locations, and/or orientations. Any higher LOD for any Model Element is not included in this contract and will be considered an additional service. This fee is based on the assumption Revit will be used for the design of the mechanical and plumbing disciplines in their entirety. This fee is subject to change if these conditions are not met.

### **ADDITIONAL TERMS AND CONDITIONS**

*BNA shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors, subcontractors, their agents or employees, or other persons performing services or work for the project.*

BNA shall provide prompt written notice to the Client if BNA becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Client or other consultants. The Client shall provide prompt written notice to BNA if the Client becomes aware of any errors, omissions or inconsistencies in services or information provided by BNA.

BNA maintains General Business Liability Insurance. If the Client requires BNA to maintain specific insurance amounts, the Client shall reimburse BNA for the cost thereof.

BNA is the author and owner of its Instruments of Service, including any drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to BNA.

BNA shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, but only to the extent they are caused by the negligent acts or omissions of BNA and its employees in the performance of professional services under this Agreement.

The Client shall indemnify and hold BNA and BNA's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, but only to the extent they are caused by the negligent acts or omissions of the Client, its employees and its other consultants in the performance of professional services under this Agreement.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure to make payments to BNA shall be considered substantial nonperformance and cause for termination or, at BNA's option, cause for suspension of performance of services under this Agreement until such payments are made in full.

In the event of termination not the fault of BNA, BNA shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

This Agreement is the total agreement and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the parties hereto, whether oral or written.

This Agreement shall only be modified by subsequent written agreement.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation in accordance with the Utah Uniform Mediation Act. Matters not resolved by mediation shall be subject to arbitration in accordance with the Utah Revised Uniform Arbitration Act. The award rendered by the arbitrator shall be final, and judgment may be entered upon it.

This Agreement shall be construed and interpreted as if drafted equally by all parties hereto.

This Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions.

**13. Discussion Item — City Center Park Restroom Facilities***(15 minutes)*

The City Council will discuss with the Parks & Recreation Director, Heath Bateman, options for restroom facilities at the City Center Park next to the horse riding arena. The Council will provide feedback and determine if funds should be appropriated.

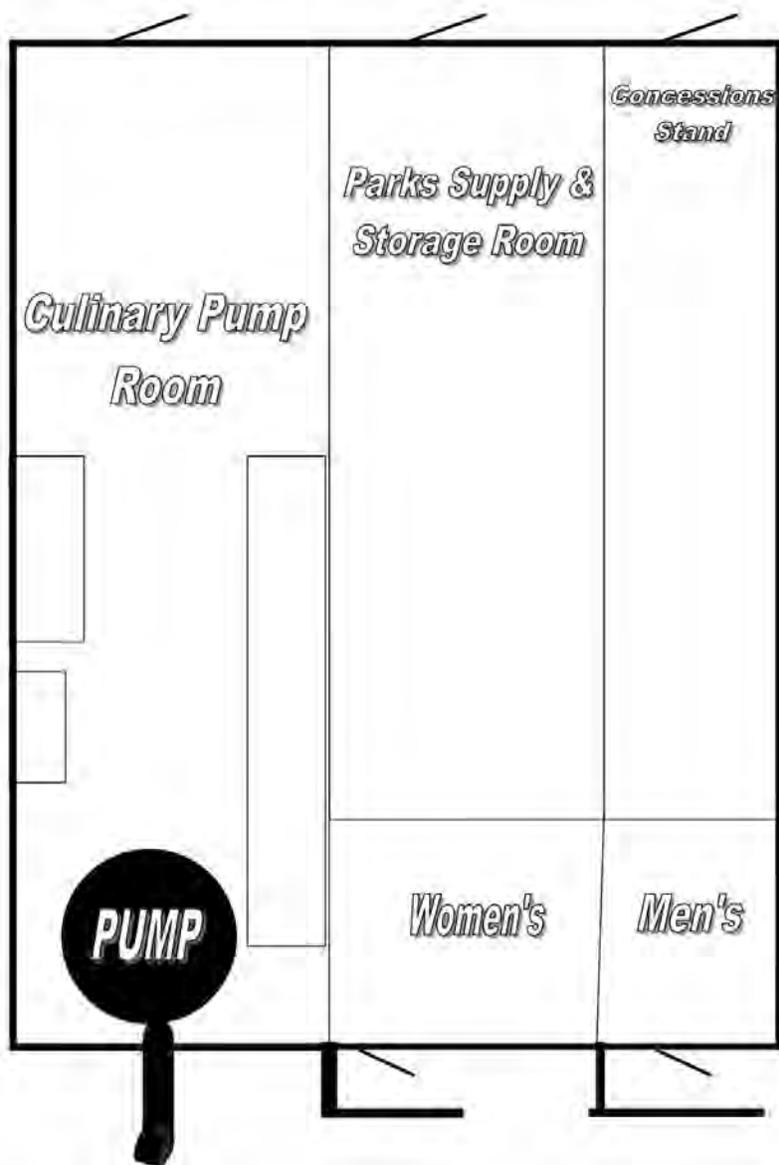
Per Council request, staff has evaluated options for restroom facilities near the arena. Parks and Recreation Director, Heath Bateman, will present this item. See attached materials.

No motion is needed for this Discussion Item.

# Lindon Arena Restroom Options

9/20/2016  
Parks & Recreation  
Heath Bateman

The Lindon City Center Park Horse Arena has a restroom facility which is located on the South East side of the building nearest the hill. The restrooms include both Men's and Women's facilities. In the Men's facility is one sink, one urinal and one toilet. The Women's has 3 toilets and a sink.



The facility is old and has major plumbing issues including damage to frozen pipes and bad plumbing. The plumbing through the block walls has failed and has required bricks to be removed and covered with plywood. (see picture below)

#### ISSUE #2 Vandalism and destruction.

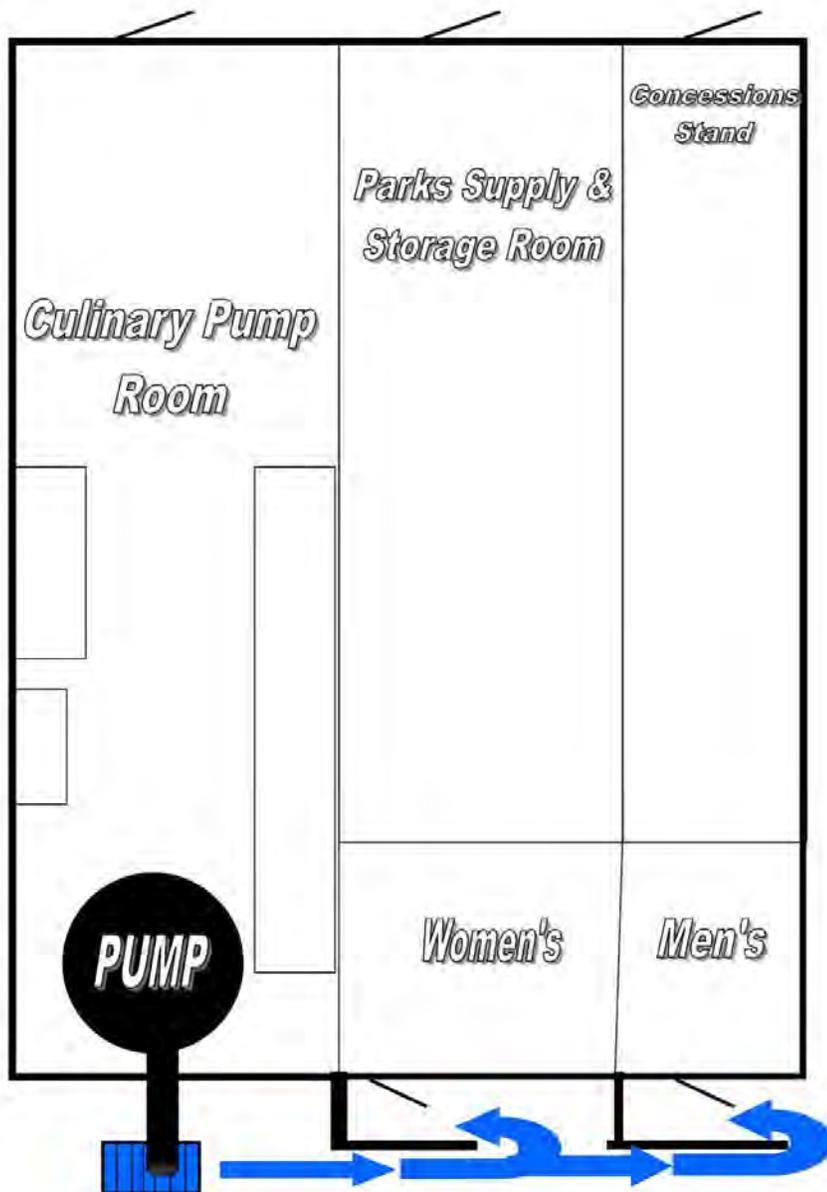
The restrooms are difficult to patrol as the doors are on the South side of the building. They have been used as clubhouses and meeting places in the past. We also have had vandalism and damage done to the restroom in the past.



#### ISSUE #3 Flooding

The restroom also floods periodically when the culinary water pump in the adjacent room purges and dumps water into the covered and piped Hollow ditch. The reason it floods is because the floor of the restroom is below the grade of the outlet pipe with a cement slope which naturally leads down into the restrooms, concession stand and storage room.





The restrooms have floor drains that drain to the sewer. The storage room however, is on a French/Gravel drain and takes some time to drain if the water table is high from the pump flood.

#### ISSUE #4 Concessions stand

Because of the above situations as well as not having the concessions stand up to code, (3 department sink, hot water, etc) the concessions stand is only good be used with pre-packaged food like chips, cookies and candy bars.

Possible Solutions:

**1. Tear Down and Rebuild with piping and structures up to code including the concessions stand.**

Est. \$125 per square foot to build new.

Demolition costs also need to be considered.

**2. CTX restroom install**

CTX restrooms are built, wired and assembled of site in Spokane WA, then brought to the site and placed on a constructed concrete pad with plumbing and power hook ups ready. Positives are they are nearly vandal proof and they have many different looks and features that can be chosen from.

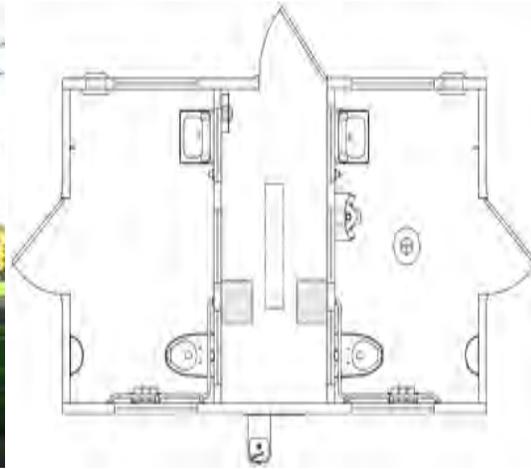
**Ozark I**

1 single user restroom • floorplan 10' 6" x 12' • 1 toilet (ADA) • 1 sink (\$26,957.82)

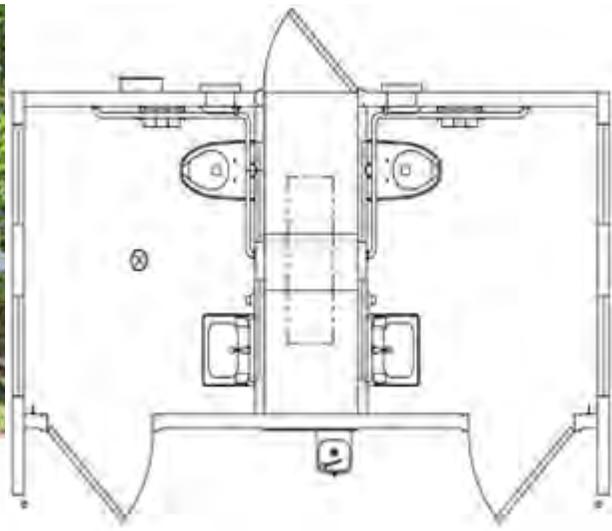


**Ozark II**

2 single user restrooms • floorplan 10' 6" x 18' 8" • 2 toilets (ADA) • 2 sinks (\$48,060.56)

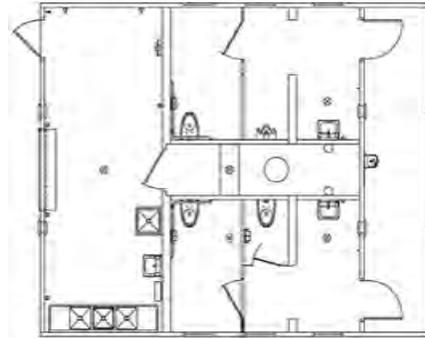
**Denali**

2 single user restrooms • floorplan 10' 3" x 17' 2" • 2 toilets (ADA) • 2 sinks (\$56,486.08)

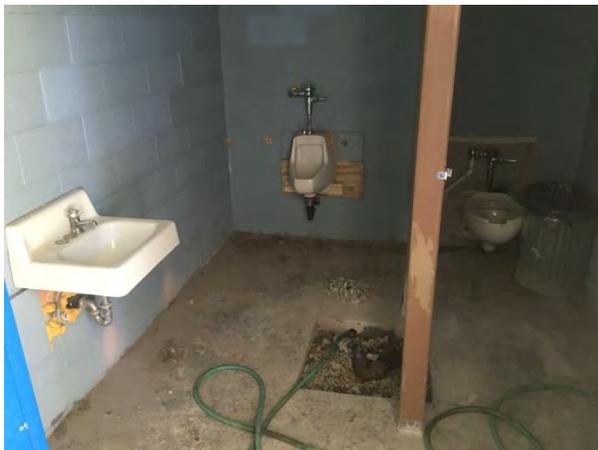


**Malibu**

- multi-user restroom/concession building • floorplan 25' 8" x 26' 4" • 4 toilets (2 ADA) • 2 sinks • 6' roll-up concession door
- 3 compartment stainless steel sinkocky Mountain

**3. Raise the Floor and rebuild current site as is.**

There will be challenges with this issue. Perhaps it will be cheaper than building new however, all the fixtures and plumbing will have to be redone along with the floor raising.



#### **4. Rental of a Portable Restroom**

I've provided some of our rates below for a 28 day rental.

\$98 Regular unit with weekly service

\$88 Regular unit with every other week service

\$84 Regular unit with once monthly service



Either of the choices comes with a onetime weekday delivery fee of \$50 and a choice for \$10 of Hand Sanitizer and/or Seat Covers for \$5.

#### **5. Do Nothing.**

The current restroom in the main park is 445' from the center of the arena parking lot.

**I4. Review & Action — Historic Commission Appointments**

(5

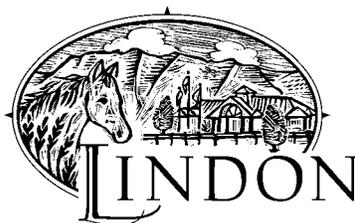
*minutes)*

The City Council will review and consider recommendations for appointments to the Lindon City Historic Commission.

See attached letters recommending appointment of Maxine Smith and Rich Doxey to the Lindon City Historic Preservation Commission.

**Sample Motion:** I move to (approve, continue, deny) the appointment of the individuals to the Historic Preservation Commission as presented.

Lindon City  
100 North State Street  
Lindon, UT 84042



TEL 801-785-7687  
[www.lindoncity.org](http://www.lindoncity.org)

September 21, 2016

Maxine Smith  
260 South 280 West  
Lindon, Utah 84042-1943

Maxine,

On September 20, 2016, the Lindon City Council unanimously approved my recommendation to appoint you as a member of the Lindon City Historic Preservation Commission. It is anticipated that you will serve a two-year term on the commission that will expire on the last day of October 2018, or when a successor is appointed to the position.

I would like to add my personal expression of appreciation for the service you will provide on the Historic Preservation Commission. The success of this group lies primarily with your enthusiasm and love for this great city and with your efforts to preserve its history and character. We appreciate your willingness to serve the great City of Lindon, and we look forward to working with you.

Brandon Snyder, our Associate Planner and staff to the Commission, will be contacting you regarding the next scheduled meeting. If you have any questions regarding your responsibilities as a member of the Historic Preservation Commission, please feel free to contact Brandon at 801-785-7687 or via email at [bsnyder@lindoncity.org](mailto:bsnyder@lindoncity.org)

Sincerely,

Jeff Acerson  
Mayor

:

Lindon City  
100 North State Street  
Lindon, UT 84042



TEL 801-785-7687  
[www.lindoncity.org](http://www.lindoncity.org)

September 21, 2016

Richard Doxey  
18 South 1160 East  
Lindon, Utah 84042

Richard,

On September 20, 2016, the Lindon City Council unanimously approved my recommendation to appoint you as a member of the Lindon City Historic Preservation Commission. It is anticipated that you will serve a two-year term on the commission that will expire on the last day of October 2018, or when a successor is appointed to the position.

I would like to add my personal expression of appreciation for the service you will provide on the Historic Preservation Commission. The success of this group lies primarily with your enthusiasm and love for this great city and with your efforts to preserve its history and character. We appreciate your willingness to serve the great City of Lindon, and we look forward to working with you.

Brandon Snyder, our Associate Planner and staff to the Commission, will be contacting you regarding the next scheduled meeting. If you have any questions regarding your responsibilities as a member of the Historic Preservation Commission, please feel free to contact Brandon at 801-785-7687 or via email at [bsnyder@lindoncity.org](mailto:bsnyder@lindoncity.org)

Sincerely,

Jeff Acerson  
Mayor

:

## **15. Council Reports:**

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*(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

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

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*(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 – Brad Jorgensen
- Claims update
- Geneva Park Property offer
  
- Misc. Items:

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

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

# **Adjourn**

## Lindon Drill Down for Safety 2016

12-Sep-16

18:00 hours

Area	Attending	Missing Accounted	Missing Unaccounted	Total	Time
Lindon East Keith Leavitt	1436	892	649	2977	19:14
Lindon West Mark Walker	1600	1126	659	3385	19:25
Lindon Central Larry Ellertson	1718	734	462	2914	20:05
Total	4754 44.42%	2752 25.71%	1770 16.54%	9276 86.69%	

10700 Census Population	100.00%
7506 People Participated	70.13%
1770 Known but didn't participate	16.54%
1424 People Totally Unaccounted for	13.30%

<b>2016</b>	Engine 35 Responses in Lindon	Rescue 35 Responses in Lindon	Engine 35 Responses in Orem	Rescue 35 Responses in Orem	Mutual-Aid Engine 35	Mutual-Aid Rescue 35	Orem Responses in Lindon	Total
<i>January</i>	48	45	11	28	0	1	22	155
<i>February</i>	54	50	21	34	2	3	56	220
<i>March</i>	57	51	14	29	0	0	23	174
<i>April</i>	54	56	19	27	3	2	31	192
<i>May</i>	58	53	16	21	2	2	39	191
<i>June</i>	60	57	20	26	1	1	38	203
<i>July</i>	69	68	16	18	1	2	28	202
<i>August</i>	43	43	18	23	1	3	14	145
<i>September</i>								0
<i>October</i>								0
<i>November</i>								0
<i>December</i>								0
<b>Total</b>	443	423	135	206	10	14	251	1482