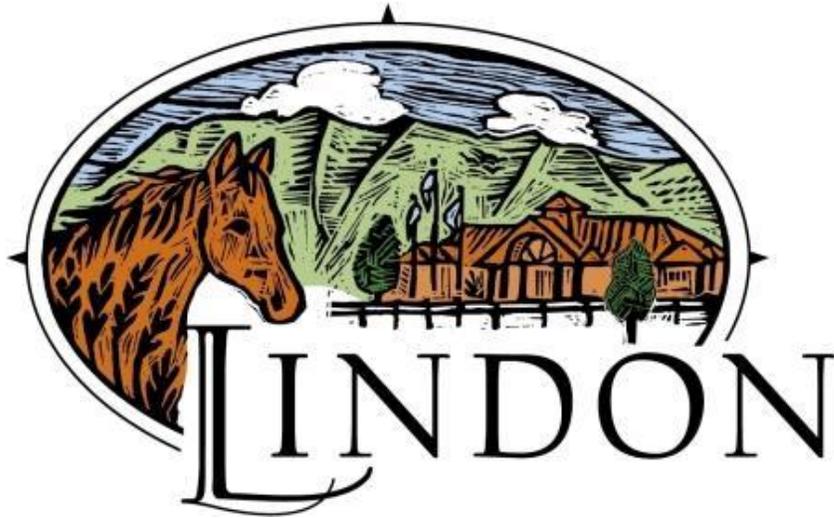


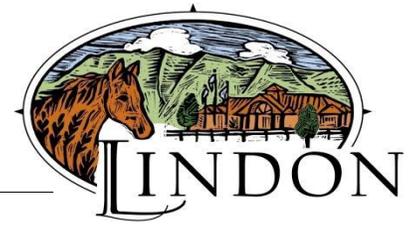
# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

January 2, 2018

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



The Lindon City Council will hold a meeting beginning at **7:00 p.m.** on **Tuesday, January 2, 2018** 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: Jeff Acerson

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

*(2 minutes)*

### **2. Presentations and Announcements**

*(10 minutes)*

- a) Comments / Announcements from Mayor and Council members
- b) **Oath of Office Ceremony:** Recently elected Mayor, Jeff Acerson, and Councilmembers Van Broderick, Jacob Hoyt, and Daril Magleby will be sworn-into office. The Oath will be administered by City Recorder, Kathryn Moosman. Mayor Acerson and Councilmembers Broderick and Hoyt will serve 4-year terms in office. Councilmember Magleby is serving a 2-year term of office.

### **3. Approval of minutes:** December 19, 2017

*(5 minutes)*

### **4. Consent Agenda – No Items**

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

*(10 minutes)*

### **6. Review & Action — Mayor pro tem & Councilmember assignments (Res. #2018-1-R)** *(10 minutes)*

This is a request by Mayor Acerson for the Council's consent to the appointments of the 2018 Mayor pro tem and other Councilmember liaison duties and appointments as assigned by the Mayor, including appointment of all Council members as Board members of the Lindon City Redevelopment Agency (RDA). The Mayor pro tem appointment will rotate quarterly among City Council members as listed in Resolution #2018-1-R.

### **7. Review & Action — North Pointe Solid Waste Special Service District Appointment (Resolution #2018-2-R)**

*(5 minutes)*

Lindon City Council will review and consider the recommendation of Mayor Acerson to appoint Councilmember Daril Magleby as the Lindon City voting representative on the North Pointe Solid Waste Special Service District.

### **8. Public Hearing — Development Manual Updates for Pressure Irrigation Meters; Ordinance #2018-1-O**

*(15 minutes)*

The Council will consider new specifications for installation of Pressure Irrigation meters to be included in the Land Development Policies, Standard Specifications and Drawings (Development Manual).

### **9. Closed Session — Closed Session to Discuss the Sale of Real Property**

*(30 minutes)*

The City Council will enter into a closed executive session to discuss the potential sale of real property per Utah Code 52-4-205. This session is closed to the general public.

### **10. Public Hearing — Consideration of Offer on Sale of Real Property; Res #2018-3-R** *(15 minutes)*

Lindon City Council will review and consider an offer received on nine acres of surplus real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012). The property has been listed for sale by the City since the fall of 2015. The nine acre section of this parcel was officially declared by the City Council as surplus real property through Resolution #2017-15-R.

### **11. 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                  | - Daril Magleby    |
| F) Admin., Community Center, Historic Comm., PG/Lindon Chamber, Budget Committee    | - Jacob Hoyt       |

### **12. Administrator's Report**

*(10 minutes)*

**Adjourn**

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at [www.lindoncity.org](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/ Kathryn A. Moosman, City Recorder

**Date:** December 22, 2017; **Time:** 9:30 a.m.; **Place:** Lindon City Center, Lindon Police Dept., Lindon Community Center

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

Pledge of Allegiance: By Invitation  
 Invocation: Jeff Acerson

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

January 2, 2018 Lindon City Council meeting.

Jeff Acerson  
 Matt Bean  
 Van Broderick  
 Jake Hoyt  
 Carolyn Lundberg  
 Daril Magleby

Staff present: \_\_\_\_\_

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

- a) Comments / Announcements from Mayor and Council members.
- b) **Oath of Office Ceremony:** Recently elected Mayor, Jeff Acerson, and Councilmembers Van Broderick, Jacob Hoyt, and Daril Magleby will be sworn-into office. The Oath will be administered by City Recorder, Kathryn Moosman. Mayor Acerson and Councilmembers Broderick and Hoyt will serve 4-year terms in office. Councilmember Magleby is serving a 2-year term of office.

**Oath of Office:** *“I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States, and Constitution of this State, and that I will discharge the duties of my office with fidelity.”*

### **Item 3 – Approval of Minutes**

- Review and approval of City Council minutes: **December 19, 2017**

**\*Minutes will be sent to the Council prior to the meeting.**

**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 - 10 minutes)*

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**6. Review & Action — Mayor pro tem & Councilmember assignments (Res. #2018-1-R)**

*(10 minutes)*

This is a request by Mayor Acerson for the Council's consent to the appointments of the 2018 Mayor pro tem and other Councilmember liaison duties and appointments as assigned by the Mayor, including appointment of all Council members as Board members of the Lindon City Redevelopment Agency (RDA). The Mayor pro tem appointment will rotate quarterly among City Council members as listed in Resolution #2018-1-R.

See attached Resolution #2018-1-R for details.

**Sample Motion:** I move to (approve, continue, deny) Resolution #2018-1-R approving calendar year 2018 Mayor pro tem and Councilmember liaison assignments and appointments to the RDA Board.

**RESOLUTION NO. 2018-1-R**

**A RESOLUTION APPROVING THE 2018 LINDON CITY MAYOR PRO TEM APPOINTMENTS, COUNCILMEMBER LIAISON ASSIGNMENTS AND APPOINTMENTS, AND REDEVELOPMENT AGENCY BOARD APPOINTMENTS, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Municipal Council of Lindon City has need of appointing a Mayor pro tem to fill in for the Mayor when the Mayor is absent or otherwise unavailable; and

WHEREAS, the City Council and Mayor find it is appropriate to rotate the appointment of Mayor pro tem on a quarterly basis and that it is prudent to appoint such positions by resolution at the beginning of each calendar year; and

WHEREAS, Mayor Jeff Acerson recommends assignment and appointment of the Councilmembers to serve in various positions, boards, and committees, and to be a Council liaison for various aspects of the City as outlined in Exhibit A; and

WHEREAS, Secondary Councilmembers have been assigned to assist or fill in for a Councilmember who is absent or needs assistance with his or her assignments; and

WHEREAS, per this Resolution, the City Council members shall all be appointed as Lindon City Redevelopment Agency (RDA) Board members; and

WHEREAS, other Mayoral appointments and assignments to citizens at large and/or staff members are also identified on Exhibit A; and

WHEREAS, Mayor Jeff Acerson recommends appointment of the Council members and other individuals as listed in Exhibit A to serve in the positions of Mayor pro tem, on the RDA Board, and other assignments and appointments as therein listed.

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

1. That the identified individuals as outlined in the attached Exhibit A are appointed to fill the position of Mayor pro tem, fill various Councilmember assignments and appointments, and to be appointed as RDA Board members as detailed in the Exhibit.
2. That the appointments and assignments contained herein are effective immediately upon passage.

Adopted and approved this 2<sup>nd</sup> day of January 2018.

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

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

SEAL:

(Exhibit A)

**LINDON CITY MAYOR AND COUNCIL LIAISON ASSIGNMENTS – As of January 2, 2018  
RESOLUTION #2018-1-R**

**MAYOR JEFF ACERSON**

1. Mountainland Association of Governments (MAG) / Metropolitan Planning Organization (MPO)
2. Utah County Council of Governments (COG)
3. Utah Lake Commission Governing Board
4. Utah Infrastructure Agency (UIA) Board Member
5. Utah League of Cities and Towns Representative
6. Utah County Board of Health
7. IHC Outreach Committee
8. Thanksgiving Dinner
9. Little Miss Lindon
10. North Utah Valley Animal Shelter Board (NUVAS)
11. Public Relations – (media contact as needed)
12. Budget/Audit Committee

**COUNCILMEMBER JAKE HOYT (Secondary – Matt Bean)**

1. Administration, Payroll, Personnel and Office Support
2. Pleasant Grove - Lindon Chamber of Commerce
3. Community Center Advisory Board
4. Historic Preservation Commission / Tree Lighting Ceremony
5. Budget/Audit Committee
6. Other Duties as assigned

**COUNCILMEMBER CAROLYN LUNDBERG (Secondary – Daril Magleby)**

1. Parks, Trails, and Recreation
2. Aquatics Center
3. Cemetery
4. Tree Advisory Board
5. County Fair and Strawberry Days Representative
6. Easter Egg Hunt
7. Other Duties as assigned

**COUNCILMEMBER MATT BEAN (Secondary – Van Broderick)**

1. Planning Commission
2. Planning and Zoning
3. General Plan (5-yr update committee)
4. Board of Adjustment
5. Alternate UTOPIA & UIA Board member
6. Budget/Audit Committee
7. Other Duties as assigned

**COUNCILMEMBER DARIL MAGLEBY (Secondary – Carolyn Lundberg)**

1. Police/Fire and EMS
2. Legal Counsel, Justice Court, and Youth Court
3. Emergency Management
4. Lindon Days
5. Transfer Station and Solid Waste Board
6. Other Duties as assigned

**COUNCILMEMBER VAN BRODERICK (Secondary – Jake Hoyt)**

1. Public Buildings
2. Building Construction and Inspection
3. Public Works / Utility Infrastructure (streets, sewer, water, storm water, etc)
4. Engineering (Bi-monthly Engineering Coordination meetings)
5. Irrigation Companies Representative / Board member
6. Other Duties as assigned

**MAYOR PRO-TEM – 2018**

Jan. – March	Matt Bean
April – June	Daril Magleby
July – Sept.	Van Broderick
Oct. – Dec.	Jake Hoyt

*Secondary fills in if Mayor Pro-Tem is unavailable.*

**2018 Lindon City Redevelopment Agency (RDA) Board of Directors**

**Chair:** Jeff Acerson  
**Board members:** Jake Hoyt, Carolyn Lundberg, Matt Bean, Van Broderick, Daril Magleby  
**Executive Secretary:** Adam Cowie

**Newsletter Articles – 2018**

Jan. –	Carolyn Lundberg
Feb. –	Adam Cowie
March –	Matt Bean
April –	Kristen Colson
May –	Daril Magleby
June –	Brad Jorgensen
July –	Van Broderick
Aug. –	Heath Bateman
Sept. –	Jeff Acerson
Oct. –	Hugh Van Wagenen
Nov. –	Jake Hoyt
Dec. –	Josh Adams
Jan 2019 –	Carolyn Lundberg

- Note continued appointments for Adam Cowie, Lindon City Administrator: UTOPIA Board Member; Utah League of Cities and Towns Representative.

**7. Review & Action — North Pointe Solid Waste Special Service District Appointment (Resolution #2018-2-R)** *(5 minutes)*

Lindon City Council will review and consider the recommendation of Mayor Acerson to appoint Councilmember Daril Magleby as the Lindon City voting representative on the North Pointe Solid Waste Special Service District.

See attached Resolution #2018-2-R outlining appointment of Councilmember Daril Magleby to the North Pointe Board of Directors to vote on behalf of Lindon City. Daril is replacing Dustin Sweeten on the Board.

**Sample Motion:** I move to (approve, continue, deny) Resolution #2018-2-R appointing Councilmember Daril Magleby to the North Pointe Solid Waste Special Service District Board of Directors.

**RESOLUTION NO. 2018-2-R**

**A RESOLUTION APPOINTING LINDON CITY COUNCILMEMBER DARIL MAGLEBY AS LINDON CITY’S OFFICIAL REPRESENTATIVE ON THE NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT BOARD, AND SETTING AN EFFECTIVE DATE.**

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

WHEREAS, the prior representative, Dustin Sweeten, served in this appointed position on the Board since July 2016, however he was not re-elected as a Lindon City Councilmember; and

WHEREAS, the City Council and Mayor find it is now necessary to change this appointment to a new Lindon City Councilmember who will fill the appointed position on the Board; and

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

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

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

Adopted and approved this 2<sup>nd</sup> day of January 2018.

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

Attest:

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

SEAL:

**8. Public Hearing — Development Manual Updates for Pressure Irrigation Meters;  
Ordinance #2018-1-O**

*(15 minutes)*

The Council will consider new specifications for installation of Pressure Irrigation meters to be included in the Land Development Policies, Standard Specifications and Drawings (Development Manual).

See attached materials that are requested by our City Engineers to be adopted by the Council and included in the Development Manual. New subdivisions in the Anderson Farms development (Ivory Homes project) are required by the Development Agreement to install meters on secondary water connections. The attached detail and specifications outlines the information needed by a contractor so the correct components will be installed and proper connections made. Once piped connections are installed and a meter box is set by the contractor the city Water Division will then install the pressure irrigation meter. All water meters (both culinary and secondary) are installed only by City employees to ensure proper installation and that no tampering has occurred.

Base rate and usage fees for the pressure irrigation metering and the ground water pumping system in the Anderson Farms Development are being finalized by the City Engineers. Staff anticipates these recommended fees will be brought forward to the Council soon for review and adoption.

FYI: The Development Manual contains all the submittal requirements, construction specifications and plan details that are required for development plans and project improvements in Lindon. For purposes of this meeting review of the manual is not required but, if interested to see more about what it contains, the document sections and chapters can be viewed on the city website at this link:  
<http://www.lindoncity.org/development-manual.htm>

Info from City Engineer Noah Gordon:

Attached are the standard details that need to be adopted by the City Council in their 2 Jan 2018 meeting:

- 18 - SINGLE SERVICE CONNECTION FOR PRESSURE IRRIGATION
- 18a - DOUBLE SERVICE CONNECTION FOR PRESSURE IRRIGATION
- 19 - METER AND LINESETTER DETAIL FOR PRESSURE IRRIGATION

**Reason for change to detail(s)**

The details have added a meter for pressure irrigation. Previously, Lindon City has not metered pressure irrigation use due primarily because the meters used for potable (culinary) water were not suitable for metering “dirty” pressure irrigation water. Advances in technology have now made it possible for cost effective metering of pressure irrigation. The Anderson Farms development is the only area of the City that is presently planned for the pressure irrigation system to be metered, but it is anticipated that the State will eventually require that all pressure irrigation use be metered, similar to how it is currently required for culinary use, in order to promote water conservation. The proposed detail, therefore, will be used for all new installations, but in areas outside of the Anderson Farms development a “jumper” will be installed in place of the meter.

**Reason that detail(s) need to be adopted by City Council**

The State’s Land Use, Development, and Management Act (LUDMA) has recently redefined portions of what constitutes a “Land use regulation” to include specifications that govern the use or development of land (section 10-9a-103) and that “Only a legislative body may enact a land use regulation” and this may only be done by ordinance (section 10-9a-501). (Copies of these portions of the State Code are found below.)

Therefore, while in the past changes to the City's standards, specifications, and associated standard drawings were able to be approved by the DRC, they must now be approved by the City Council.

### ***Applicable State Code Sections***

Effective 5/9/2017

#### 10-9a-103. Definitions.

As used in this chapter:

(29) **"Land use regulation":**

(a) means an ordinance, law, code, map, resolution, **specification**, fee, or rule **that governs the use or development of land**; and

(b) does not include:

(i) a general plan;

(ii) a land use decision of the legislative body acting as the land use authority, even if the decision is expressed in a resolution or ordinance; or

(iii) a temporary revision to an engineering specification that does not materially:

(A) increase a land use applicant's cost of development compared to the existing specification; or

(B) impact a land use applicant's use of land.

Effective 5/9/2017

#### 10-9a-501. Enactment of land use regulation.

(1) **Only a legislative body may enact a land use regulation.**

(2) (a) Except as provided in Subsection (2)(b), **a legislative body may enact a land use regulation only by ordinance.**

(b) A legislative body may, by ordinance or resolution, enact a land use regulation that imposes a fee.

(3) A land use regulation shall be consistent with the purposes set forth in this chapter.

### **Financial Impact**

It is estimated that the proposed changes to the PI service standard will increase the cost for each PI service by approximately \$300, as follows:

\$150 = developer cost (setter, fittings, etc.)

\$150 = City cost (meter, radio, etc.)

It should be noted that the City's cost will only be incurred for those services where a meter is installed (i.e. Anderson Farms development for now).

The City does not currently charge a hookup fee for PI. The City Council may want to consider charging a hookup fee, especially for those areas where meters are to be installed to cover the cost of the meter, installation labor, and administrative costs.

**Noah D. Gordon, P.E.**  
City Engineer, Lindon City

**Sample Motion:** I move to (approve, continue, deny) the addition of the specifications and standard drawings for installation of Pressure Irrigation meters for the secondary water system as presented.

ORDINANCE NO. 2018-1-O

AN ORDINANCE ADOPTING SPECIFICATIONS FOR PRESSURE IRRIGATION METERS TO BE INCLUDED IN THE LINDON CITY LAND DEVELOPMENT POLICIES, STANDARD SPECIFICATIONS AND DRAWINGS (DEVELOPMENT MANUAL) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lindon City is a political subdivision of the State of Utah; and

WHEREAS, the Lindon City Council has previously adopted ordinances, policies, and specifications regulating processes for development of land within the City; and

WHEREAS, said ordinances, policies, and specifications are found within Lindon City Code and within the Lindon City Land Development Policies, Standard Specifications and Drawings (Development Manual); and

WHEREAS, the City Council has determined that certain new developments within the City shall meter their pressure irrigation (PI) usage as a measure to monitor use and institute water conservation practices; and

WHEREAS, adoption of standards and specifications for PI service installation and meter details is necessary so that consistent and approve equipment is installed at all PI metered locations; and

WHEREAS, on January 2, 2018, the Lindon City Council held a duly noticed public hearing to consider adoption of said PI meter standards and specifications to be included in the Development Manual and adopted by Ordinance; and

WHEREAS, after receiving public comment, the Lindon City Council is satisfied that the proposed amendments to the Development Manual are in the best interest of the public.

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

1. The Lindon City Council approves the modification to the Development Manual to include PI installation and meter specifications as attached in *Exhibit A*.

*(See pages 1 through 3 attached as Exhibit A)*

**SECTION II: SEVERABILITY.**

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

**SECTION III: EFFECTIVE DATE.**

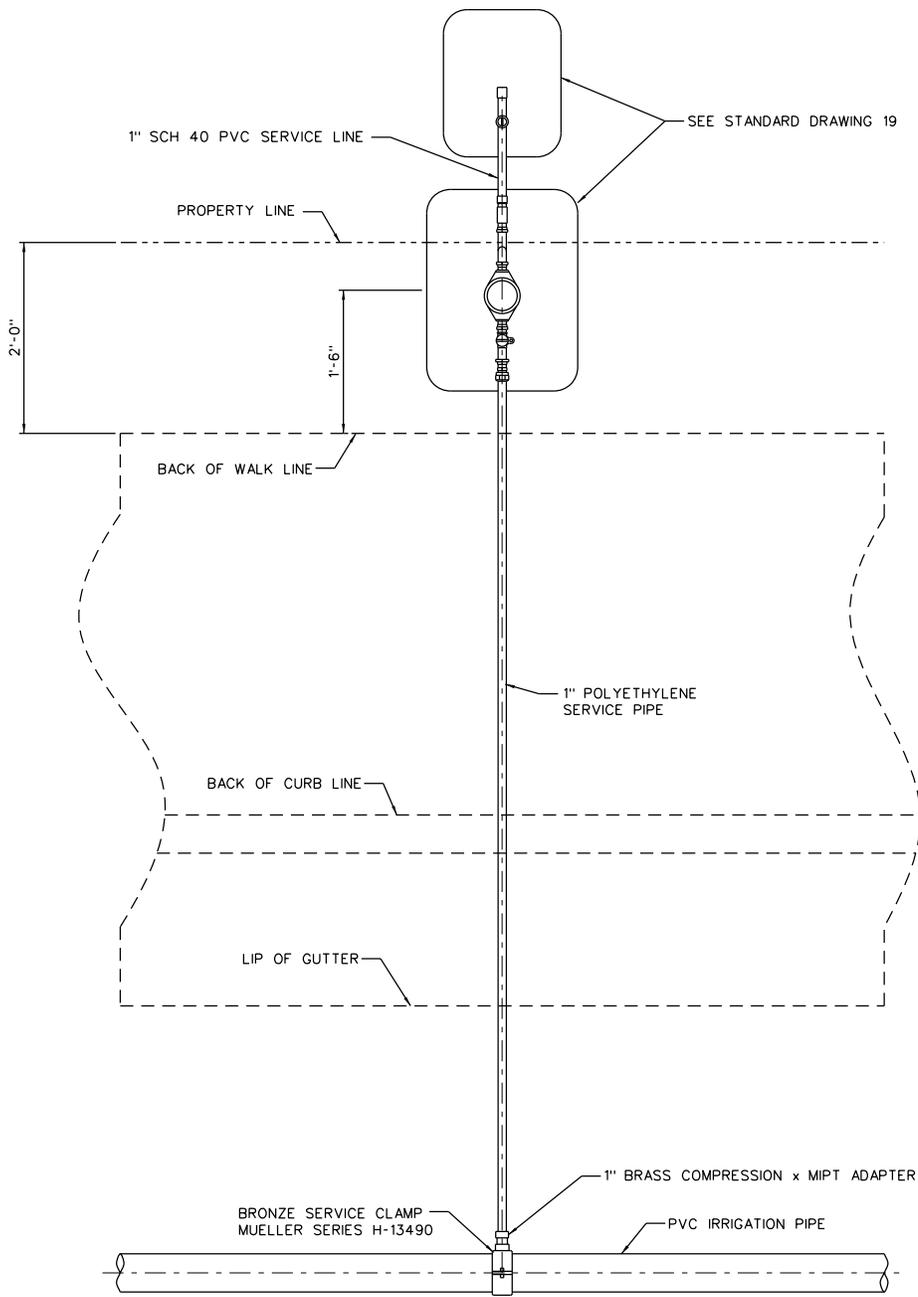
This ordinance shall take effect immediately upon its passage and posting as provided by law.

PASSED AND APPROVED AND MADE EFFECTIVE by the City Council of Lindon City,  
Utah, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Jeff Acerson,  
Lindon City Mayor

ATTEST:

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



**IRRIGATION CONNECTION NOTES:**

1" SINGLE SERVICE CONNECTION TO MAIN: USE MUELLER SERIES H-13490 BRONZE SERVICE CLAMP AND A BRASS COMPRESSION X MIPT ADAPTER. A RIGID LINER SHALL BE USED INSIDE OF TUBING AT THE COMPRESSION FITTINGS ON 1", 1-1/2" AND 2" SERVICE LINES.

**GENERAL:**

ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.

SERVICE LINE INSTALLATION AT AN EXISTING CURB GUTTER & SIDEWALK WITH A PLANTER STRIP SHALL HAVE THE UTILITY BOX LOCATED IN THE PLANTER STRIP.

SERVICE LINE INSTALLATION AT EXISTING OR NEW MONOLITHIC CURB, GUTTER & SIDEWALK SHALL HAVE THE UTILITY BOX LOCATED BEHIND THE SIDEWALK.

SERVICE LINE INSTALLATION AT A LOCATION WITH NO CURB, GUTTER & SIDEWALK SHALL HAVE THE UTILITY BOX LOCATED BEHIND THE FUTURE SIDEWALK.

THE LARGEST SERVICE SIZE ALLOWED IS 2".

LINDON CITY RECOMMENDS A FILTER ON THE SPRINKLING SYSTEM.

INSTALL LOCATING WIRE WITH SERVICE CONNECTION.

**SERVICE SIZE SCHEDULE**

LOT SIZE	MAXIMUM SERVICE SIZE
1 ACRE OR LESS	1"
1-2 ACRES	1 1/2"
2 ACRES OR MORE	2"



**STATEMENT OF USE**

THIS DOCUMENT AND ANY ILLUSTRATIONS HEREON ARE PROVIDED AS STANDARD CONSTRUCTION DETAILS WITHIN LINDON CITY. DEVIATION FROM THIS DOCUMENT REQUIRES APPROVAL OF LINDON CITY CORPORATION AND J-U-B ENGINEERS CAN NOT BE HELD LIABLE FOR MISUSE OR CHANGES REGARDING THIS DOCUMENT.

**REVISION**

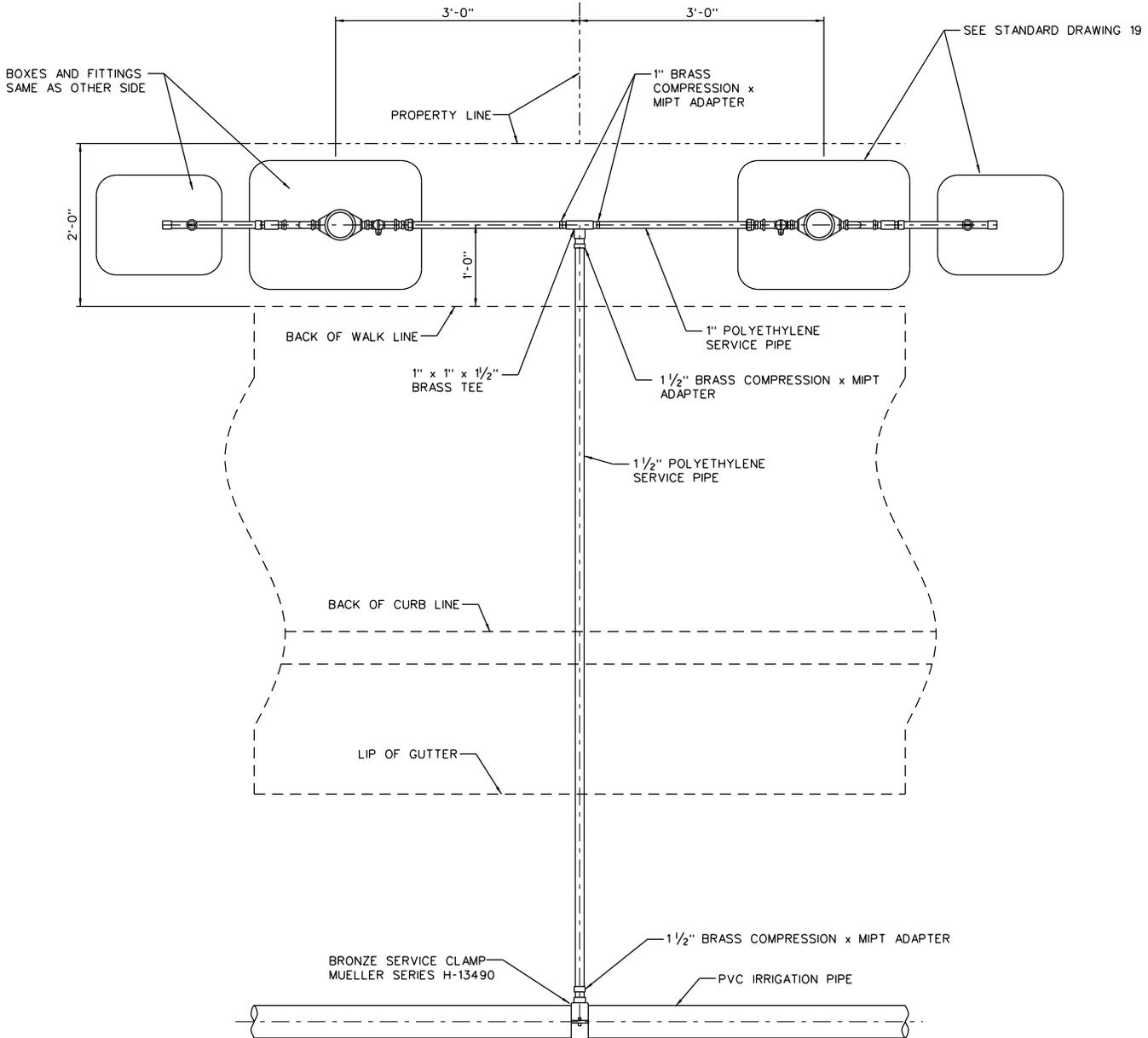
NO.	DESCRIPTION	BY	DATE
6	CHANGE TO A METER SETTER SETUP AND LARGER METER BOX. REVISED PART NUMBERS	EEA	M.C. 6/26/17
3	MODIFIED VALVE PART NUMBER	M.C.	M.C. 12/11/07
2	MODIFIED BOX PART NUMBER	M.C.	M.C. 12/09/08
5	ADD SERVICE SIZE SCHEDULE	EJC	M.C. 3/04/10



**SINGLE SERVICE CONNECTION FOR PRESSURE IRRIGATION**

LINDON CITY  
100 NORTH STATE

STANDARD DRAWING NUMBER:	<b>18</b>
CAD DWG: LC_StdDwg.dwg	
PLOT SCALE:	1:1000
DRAWN BY:	EEA
DESIGN BY:	JMC
CHECKED BY:	M.C.
ADOPTED DATE:	PENDING



IRRIGATION CONNECTION NOTES:

1-1/2" SERVICE CONNECTION TO MAIN:  
 USE MUELLER SERIES H-13490 AND A BRASS COMPRESSION X MIPT ADAPTER. A RIGID LINER SHALL BE USED INSIDE OF TUBING AT THE COMPRESSION FITTINGS ON 1", 1-1/2" AND 2" SERVICE LINES.

GENERAL:

- ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.
- PLACE THE UTILITY BOX IN THE PLANTER STRIP ON STREETS HAVING A PLANTER STRIP.
- ON STREETS WITH NO SIDEWALK PLACE THE UTILITY BOX AT A LOCATION THAT WILL MATCH THIS DETAIL AFTER THE SIDEWALK IS CONSTRUCTED.
- LINDON CITY RECOMMENDS A FILTER ON THE SPRINKLING SYSTEM.
- INSTALL LOCATING WIRE WITH SERVICE CONNECTIONS.



STATEMENT OF USE

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REVISION

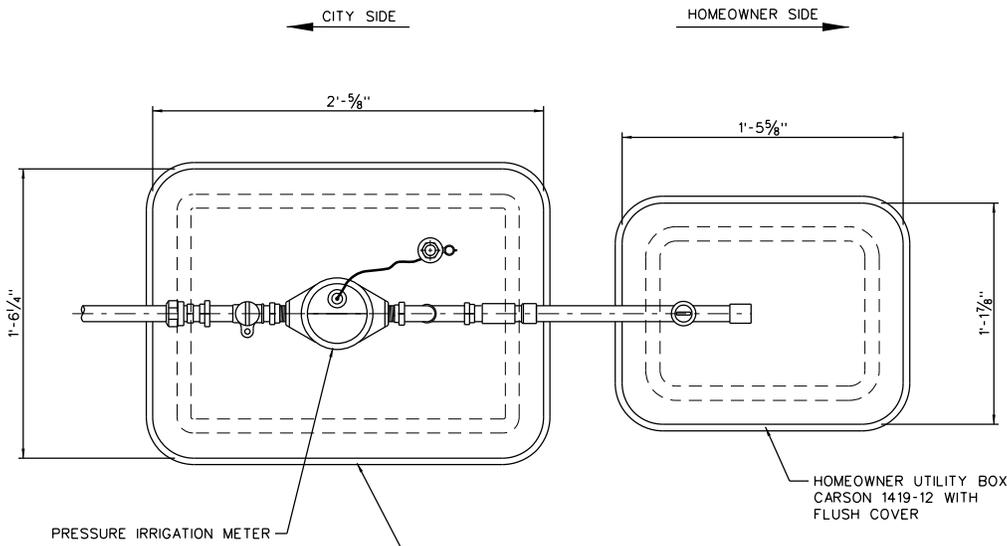
NO.	DESCRIPTION	BY	APR.	DATE
6	CHANGE TO A METER SETTER SETUP AND LARGER METER BOX. REVISED PART NUMBERS	EEA	MLC	6/26/17
2	CHANGE VALVE TYPE AND PART NUMBER	DWP	MLC	1/21/03
3	MODIFIED VALVE PART NUMBER	MLC	MLC	1/11/03
4	MODIFIED BOX PART NUMBER	MLC	MLC	1/09/08



DOUBLE SERVICE CONNECTION FOR PRESSURE IRRIGATION

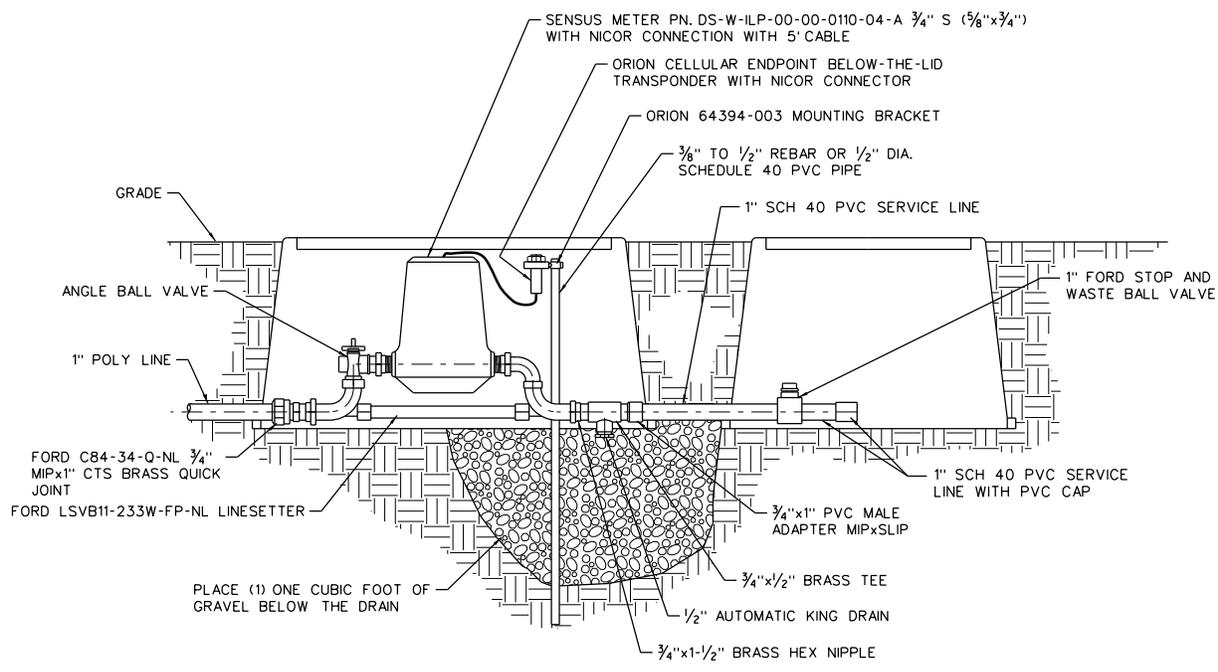
LINDON CITY  
 100 NORTH STATE

STANDARD DRAWING NUMBER: **18a**  
 CAD DWG: LC\_Std0wgs.dgn  
 PLOT SCALE: 1.000  
 DRAWN BY: EEA  
 DESIGN BY: JMC  
 CHECKED BY: MLC  
 ADOPTED DATE: PENDING



PRESSURE IRRIGATION METER  
 CITY UTILITY BOX CARSON 1220-12 WITH CARSON 1220 FLUSH COVER AND RECESSED STANDARD WATERWORKS PENTAGON HEAD LOCKING DEVICE. TOP OF LID TO BE LABELED "IRRIGATION"  
 HOMEOWNER UTILITY BOX CARSON 1419-12 WITH FLUSH COVER

**PLAN VIEW**  
 N.T.S.



**ELEVATION SECTION**  
 N.T.S.

- NOTES:
1. USE SENSUS iPERL METERS IN AREAS WHERE METERS ARE REQUIRED.
  2. USE JUMPER (BRASS NIPPLE WITH GASKETS) IN PLACE OF METER WHERE METERS ARE NOT REQUIRED.
  3. LINES ARE PRIVATE FROM THE LINESETTER ON THE HOMEOWNER SIDE.
  4. LINDON CITY RECOMMENDS A FILTER ON THE SPRINKLING SYSTEM.
  5. CONTACT LINDON CITY PUBLIC WORKS FOR MORE INFORMATION IN CASE OF SERVICE LINES LARGER THAN 1" IN DIAMETER.



STATEMENT OF USE

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REVISION			
NO.	DESCRIPTION	BY	APR. DATE
1	NEW DETAIL ON THIS SHEET	EEA JMC	6/26/17



**METER AND LINESETTER DETAIL FOR PRESSURE IRRIGATION**

LINDON CITY  
 100 NORTH STATE

STANDARD DRAWING NUMBER:	19
CAD DWG: LC_Std0wgs.dgn	
PLOT SCALE:	1:000
DRAWN BY:	EEA
DESIGN BY:	JMC
CHECKED BY:	MLC
ADOPTED DATE:	PENDING

**9. Closed Session — Closed Session to Discuss the Sale of Real Property** (30 minutes)

The City Council will enter into a closed executive session to discuss the potential sale of real property per Utah Code 52-4-205. This session is closed to the general public.

**Sample Motion to enter into Closed Session** (*Roll-call vote needed*): I move to enter into a closed session to discuss the sale of real property.

*After a motion and roll-call vote the Council will enter into a closed session that is not open to the public. General public at the meeting will be asked to leave the Council room and exit to the lobby. Once the session is finished the public meeting will be re-opened.*

**10. Public Hearing — Consideration of Offer on Sale of Real Property; Res #2018-3-R** *(15 mins)*

Lindon City Council will review and consider an offer received on nine acres of surplus real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012). The property has been listed for sale by the City since the fall of 2015. The nine acre section of this parcel was officially declared by the City Council as surplus real property through Resolution #2017-15-R.

The City Council will accept public comment on and consider an offer received from “Garlington Development LLC and/or assigns” for purchase of real property owned by the City and declared as surplus in June of 2017. The listed asking price on the nine acre parcel is \$4.75 per square foot. The buyers offering price is \$1,822,986 as calculated at \$4.65 / sq. ft. of deeded land, and will be further verified by an A.L.T.A. survey and net of any jurisdictional wetlands. The purchase offer is also conditioned upon the City Council’s review of a proposed site plan and changing the zoning of the parcel to Light Industrial. The buyers have indicated preliminary intent to build storage units on the property.

Background information and dates of some more recent public meetings and public hearings regarding the disposal of this property are outlined in the attached Resolution #2018-3-R. The City Council has already declared the land as surplus real property and, having an offer near the listing price in hand, is now accept public comment on the offer and sale.

**Sample Motion:** I move to (approve, continue, deny) Resolution #2018-3-R (accepting, rejecting, proposing a counter offer on) the purchase offer by Garlington Development LLC.

RESOLUTION NO. 2017-15-R  
(Option 2)

A RESOLUTION DECLARING CERTAIN REAL PROPERTY OWNED BY  
LINDON CITY TO BE SURPLUS REAL PROPERTY.

WHEREAS, the Municipal Council of Lindon City, in conformance with the procedure for the disposal of parcels of real property as outlined in Lindon City Code Chapter 3.07, desires the disposal of approximately 9 acres of real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012); and

WHEREAS, the property was identified to the public as being under consideration as disposable surplus land at the April 30, 2015 Public Safety Building open house; and

WHEREAS, in September 2015 the City Council decided to list the property for sale to gauge interest in the property; and

WHEREAS, the City has received offers on the property and advertised and noticed the public of a hearing held on May 23, 2017 considering the declaration of surplus real property and to receive public comment on the disposal of the property, and additional public hearings were held on June 6, 2017 and a public on-site meeting on the property was held on June 13, 2017; and

WHEREAS, the City Council has determined that the property is surplus real property and desires for the proceeds to benefit Lindon City for use in funding other public purposes.

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

- Section 1. That, as shown on the attached ALTA Land Title Survey dated 11-4-2016 and hereby referred to as 'Exhibit A', the property identified with cross-hatches and consisting of approximately 9 acres is declared as surplus real property; and
- Section 2. All, or a portion, of the declared surplus real property may be sold after receipt of an acceptable offer and after receiving public input on the accepted offer; and
- Section 3. This resolution shall take effect immediately upon passage.

Adopted and approved this 20 day of June, 2017.

By Jeff Acerson  
Jeff Acerson, Mayor

Attest:

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



**Exhibit A**

Area of approximately nine (9) acres surplus real property shown in shaded gray triangle w/blue outline.



**RESOLUTION NO. 2018-3-R**

**A RESOLUTION ACCEPTING A PURCHASE OFFER ON NINE ACRES OF REAL PROPERTY OWNED BY LINDON CITY WHICH HAS BEEN DECLARED TO BE SURPLUS REAL PROPERTY.**

WHEREAS, the Municipal Council of Lindon City, in conformance with the procedure for the disposal of parcels of real property as outlined in Lindon City Code Chapter 3.07, desires the disposal of nine acres of real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012); and

WHEREAS, the property was identified to the public as being under consideration as disposable surplus land at the April 30, 2015 Public Safety Building open house; and

WHEREAS, in September 2015 the City Council decided to list the property for sale to gauge interest in the property; and

WHEREAS, the City received prior offers on the property and advertised and noticed the public of a hearing held on May 23, 2017 where the City Council was considering the declaration of surplus real property and to receive public comment on the disposal of the property, and

WHEREAS, additional public hearings regarding the property disposal were held on June 6, 2017 and a public on-site meeting on the property was held on June 13, 2017; and

WHEREAS, on June 20, 2017, after receiving additional public comment in a public hearing, the City Council passed Resolution #2017-15-R declaring the nine acres of real property as surplus real property; and

WHEREAS, the City Council has received a new offer on the property from “Garlington Development LLC and/or assigns”, and has presented the terms of the offer in a public hearing held on January 2, 2018, and has determined that the offer price is acceptable and that the proceeds will benefit the public of Lindon City by funding other public purposes.

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

Section 1. The offer submitted by “Garlington Development LLC and/or assigns” is accepted per the terms of the specific Real Estate Purchase Contract For Land and subsequent Addendums attached as ‘Exhibit A’; and

Section 2. This resolution shall take effect immediately upon passage.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attest:

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

SEAL:



# REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 4th day of December, 2017 ("Offer Reference Date") Garlington Development LLC and/or assigns ("Buyer") offers to purchase from CITY OF LINDON ("Seller") the Property described below and  delivers to the Buyer's Brokerage with this offer, or  agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$25,000 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Meridian Title Phone: (801) 264-8888

Received by: \_\_\_\_\_ (Date)  
(Signature above acknowledges receipt of Earnest Money)

## OTHER PROVISIONS

1. PROPERTY: Located approximately at 2000 West 600 South (9 acres) (4300 W Vineyard Rd)

also described as: Sate of Utah, Utah County Parcel # 17:023:0012

City of Lindon, County of Utah State of Utah, Zip 84042 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) n/a

1.2 Excluded Items. (specify) n/a

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: n/a

2. PURCHASE PRICE. The Purchase Price for the Property is \$1,666,170. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$25,000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ \_\_\_\_\_ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ \_\_\_\_\_ (c) Seller Financing. (see attached Seller Financing Addendum)

\$1,641,170 (d) Balance of Purchase Price in Cash at Settlement

\$1,666,170 PURCHASE PRICE. Total of lines (a) through (d)

## 3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows:  Upon Closing;  \_\_\_ Hours after Closing;  \_\_\_ Calendar Days after Closing;  Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Jarrod Hunt, represents  Seller  both Buyer and Seller as a Limited Agent;  
Seller's Brokerage Coldwell Banker Commerical Advisors, represents  Seller  both Buyer and Seller as a Limited Agent;

Buyer's Agent Joseph Paul Garlington, represents  Buyer  both Buyer and Seller as a Limited Agent;  
Buyer's Brokerage Realtypath LLC - Prestige, represents  Buyer  both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;

Buyer's Initials JCS Date 12/14/17 Seller's Initials AC Date 12/13/2017

- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) \_\_\_\_\_

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property:  IS  IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

Buyer's Initials JB Date 12/11/17 Seller's Initials AC Date 12/13/2017

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer:  WILL  WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$n/a. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There  ARE  ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference:  Addendum No. 1  Seller Financing Addendum  Other (specify) \_\_\_\_\_

**10. AS-IS CONDITION OF PROPERTY.**

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.2 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

**11. FINAL PRE-SETTLEMENT INSPECTION.**

**11.1 Pre-Settlement Inspection.** At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing:  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Buyer's Initials JB Date 12/4/17 Seller's Initials AC Date 12/13/2017 | 1

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline December 13, 2017 (Date)
- (b) Due Diligence Deadline May 04, 2018 (Date)
- (c) Financing & Appraisal Deadline \_\_\_\_\_ (Date)
- (d) Settlement Deadline June 04, 2018 (Date)

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 [ ] AM [X] PM Mountain Time on December 06, 2017 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Joseph Garlington 12/4/17  
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Joseph Garlington 1824 East 11400 South 84092 (801) 999-0267  
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

\_\_\_\_\_  
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

**ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

**COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. #2.

**REJECTION:** Seller rejects the foregoing offer.

DocuSigned by:  
Adam M. Corin 12/13/2017 | 11:19 AM PST  
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

on behalf of  
Jeff Acerson- Mayor of Lindon City 100 North State Street, Lindon Utah 84042 (801) 785-5043  
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

\_\_\_\_\_  
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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Buyer's Initials JG Date 12/4/17 Seller's Initials AC Date 12/13/2017 | 1:



ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN [X] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of December, 2017 including all prior addenda and counteroffers, between Garlington Development LLC and/or assigns as Buyer, and City of Lindon as Seller, regarding the Property located at Located approximately at 2000 West 600 South (9 acres) (4300 W Vineyard Rd). The following terms are hereby incorporated as part of the REPC:

- 1. Purchase price shall be \$185,130 per acre. All acreages to be determined by a certified A.L.T.A. Survey.
2. Purchase price is to exclude any jurisdictional wetlands.
3. Seller shall, in good faith, assist the Buyer's efforts, including the signing of any forms, to obtain necessary general plan amendments, zoning, site planning, platting, or other applications or approvals with the City of Lindon, the Sewer District and other governmental entities, utility providers etc. to accommodate the Buyer's desired uses.
4. Section 19 of the REPC is hereby deleted in its entirety.
5. Agency Disclosure - Buyer discloses that Joseph Garlington is an active real estate agent with RealtyPath LLC - Prestige.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [X] REMAIN UNCHANGED [ ] ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [X] Seller [ ] Buyer shall have until 5:00 PM Mountain Time on December 06, 2017 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Buyer [X] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- [ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.
[X] COUNTEROFFER: [X] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. #2.

DocuSigned by: 12/13/2017 | 11:19 AM PST (Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials [Signature] Seller's Initials [Signature]

**ADDENDUM NO # 2**

**TO**

**REAL ESTATE PURCHASE CONTRACT**

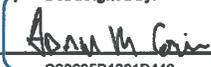
**THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of **November 22<sup>nd</sup>, 2017** including all prior addenda and counteroffers, between **Garlington Development, LLC** as Buyer, and **City of Lindon** as Seller, regarding the Property located at 2000 West 600 South, Lindon Utah. The following terms are hereby incorporated as part of the REPC.

- a) Purchase Price shall be \$1,822,986 as calculated at \$4.65 / sq. ft. of deeded land, as further verified by a A.L.T.A. survey and net of any jurisdictional wetlands.
- b) Seller's acceptance of the contract and/or obligation to close escrow is conditioned upon the following additional terms;
  - a. Seller's review and approval of the proposed use and site plan as presented by Buyer. Buyer shall submit to Seller details of its proposed use of the site within 30 days of contract acceptance.
  - b. Buyer shall submit a site plan for city approval within 60 days of contract acceptance.
  - c. Buyer to provide proof of funding capabilities within 10 days of contract acceptance.
  - d. This contract is only assignable with written approval from the Seller, which shall not be unreasonably withheld.
- c) The General Plan and Zoning for the property is Light Industrial.
- d) Seller will provide Standard Owners Title Insurance with First American Title Insurance Company underwritten through Utah First Title Insurance Agency.
- e) The due diligence period shall be 75 days from contract acceptance.
- f) Closing deadline shall be no later than **March 15<sup>th</sup>, 2018**.

**BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [ ] REMAIN UNCHANGED [X] ARE CHANGED AS FOLLOWS:**

- a) Seller Disclosure Deadline- 10 days from contract acceptance
- b) Due Diligence Deadline- 75 days from contract acceptance
- c) Financing & Appraisal Deadline- Not Applicable to this Contract
- d) Settlement Deadline- Not later than March 15<sup>th</sup>, 2018

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other items of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [ ] Seller [X] Buyer shall have until 4:00 [ ] AM [X] PM Mountain time on **December 17<sup>th</sup>, 2017** (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 \_\_\_\_\_ 12/13/2017 | 11:19 AM PST  
C60635B1861D442...  
 [X] Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

**ACCEPTANCE:**  Seller  Buyer hereby accepts the terms of this **ADDENDUM #2**

**COUNTEROFFER:**  Seller  Buyer presents as a counteroffer the terms of attached **ADDENDUM NO. 3**

	<u>12-20-17</u>	<u>4:20 pm</u>			
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

**REJECTION:**  Seller  Buyer rejects the foregoing **ADDENDUM**

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**





ADDENDUM NO. 3 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN [X] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of December, 2017 including all prior addenda and counteroffers, between Garlington Development LLC and/or assigns as Buyer, and City of Lindon as Seller, regarding the Property located at 2000 West 600 South, Lindon Utah. The following terms are hereby incorporated as part of the REPC:

2. Addendum #2 line b)a. shall be replaced by the following: Seller's review and approval of the proposed use and site plan as presented by Buyer which shall not be unreasonably withheld. Buyer shall submit to Seller details of its proposed use of the site within 45 days of contract acceptance.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [ ] REMAIN UNCHANGED [X] ARE CHANGED AS FOLLOWS: (a) Seller Disclosure Deadline- 10 days from contract acceptance (b) Due Diligence Deadline- May 15th, 2018 (c) Finance & Appraisal Deadline- Not Applicable to this Contract (d) Settlement Deadline- Not later than June 15th, 2018

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [X] Seller [ ] Buyer shall have until 5:00 PM Mountain Time on January 05, 2018 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Handwritten signature and date/time: 12-20-17 4:20pm. [X] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM. [ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_.

(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

**II. 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 - Daril Magleby
- F) Admin., Community Center, Historic Comm., PG/Lindon Chamber, Budget Committee - Jacob Hoyt

## **I2. Administrator's Report**

(10 minutes)

### **Misc Updates:**

- December newsletter: [https://siterepository.s3.amazonaws.com/442/december17final\\_20171130122657.pdf](https://siterepository.s3.amazonaws.com/442/december17final_20171130122657.pdf)
- January newsletter article: **Carolyn Lundberg** - Article due to Kathy last week in December
- Elected officials training – Jan 6<sup>th</sup> at ULGT office in North Salt Lake (sign up [HERE](#))
- Misc. Items:

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

- Dec 25<sup>th</sup>-26<sup>th</sup> – City offices closed for Christmas Holiday
- Jan 1<sup>st</sup> – City offices closed for New Years
- Jan 2<sup>nd</sup> 7:00pm – Swearing-in of elected officials at regularly scheduled Council meeting
- Jan 16<sup>th</sup> @ 6:00pm – tour of new sewer lift station (prior to Council meeting)
- Jan 24<sup>th</sup> – Christmas tree curb-side pick-up. Dumpster will also be available at the Aquatics Center Parking lot from Jan 3<sup>rd</sup> through end of the month (for trees only! No garbage).

# **Adjourn**