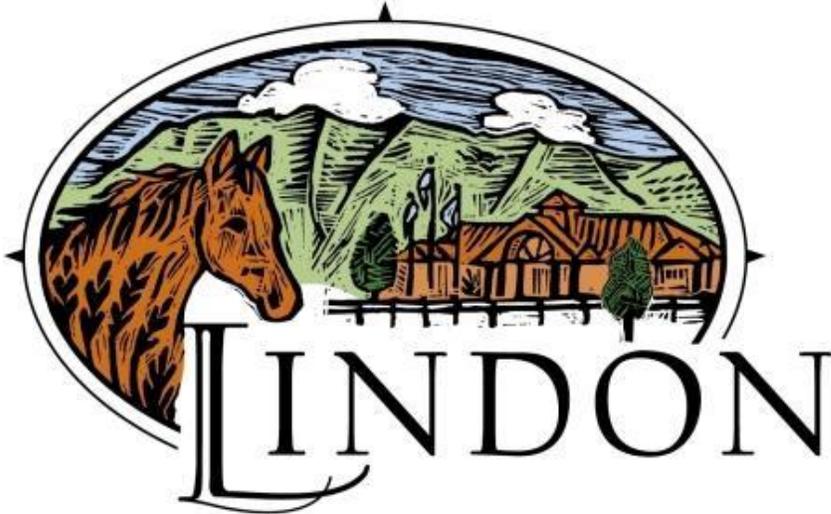


Lindon City Council Staff Report



Prepared by Lindon City
Administration

March 6, 2018



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

The Lindon City Council will hold a meeting beginning at **7:00 p.m.** on **Tuesday, March 6, 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: Daril Magleby

- 1. Call to Order / Roll Call**
- 2. Presentations and Announcements**
 - a) Comments / Announcements from Mayor and Council members
 - b) Presentation: The 2017 Little Miss Lindon Royalty will present the new 2018 Little Miss Lindon Royalty to the Mayor and Council.
- 3. Approval of minutes: February 6, 2018, February 8, 2018 and February 20, 2018**
- 4. Consent Agenda – No Items**
- 5. Open Session for Public Comment** *(For items not on the agenda)*
- 6. Major Subdivision — Parkview Towns at Anderson Farms Subdivision (D), ~240 North 1610 West.**

(2 minutes)
(10 minutes)
(10 minutes)
(5 minutes)
(10 minutes)
(20 minutes)

Ken Watson, on behalf of Ivory Development, LLC, seeks preliminary approval of a thirty-four (34) lot townhome subdivision plat, at approximately 240 North 1610 West, in the Anderson Farms Planned Development (AFPD) zone. Following review, the Planning Commission recommended approval to the City Council.

7. Review & Action — Extension of Solid Waste Collection & Recycling Agreement; Continued Resolution #2018-7-R.

(25 minutes)

The City Council will consider Resolution #2018-7-R extending the Residential Solid Waste Collection & Recycling Agreement with Republic Services through June 30, 2021. Republic Services has requested increased rates be considered by the Council as part of the extension. This Resolution was continued from the February 20th City Council meeting.

8. Public Hearing — 2017-18 Fee Schedule Changes; Ordinance #2018-5-O

(20 minutes)

The City Council will review and consider Ordinance #2018-5-O containing recommended amendments to the 2017-18 Fee Schedule.

9. Recess to Lindon City Redevelopment Agency Meeting (RDA)

(10 minutes)

10. Review & Action — Police Department Vehicle Lease, Resolution #2018-9-R

(10 minutes)

Chief Josh Adams requests City Council approval of Resolution #2018-9-R allowing the Mayor and Staff to execute a future lease agreement for replacement of several existing leased police vehicles. Zions Bank requires a resolution prior to preparing final lease documents. Funds for the leased vehicles were included and approved as part of the 2017-18 budget.

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. 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) websites.

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

Date: March 2, 2018; **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: Daril Magleby

Item 1 – Call to Order / Roll Call

March 6, 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) Presentation: The 2017 Little Miss Lindon Royalty will present the 2018 Royalty to the Mayor and Council.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes:

Approval of minutes: The regular city council minutes from February 6, 2018 and February 20, 2018 and the Budget Kick-off minutes from February 8, 2018

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, February 6,**
4 **2018, at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State
Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Jeff Acerson, Mayor
Pledge of Allegiance: Adam Cowie, City Administrator
10 Invocation: Carolyn Lundberg, Councilmember

12 **PRESENT** **EXCUSED**

12 Jeff Acerson, Mayor
14 Matt Bean, Councilmember
Carolyn Lundberg, Councilmember
16 Van Broderick, Councilmember
Jacob Hoyt, Councilmember
18 Daril Magleby, Councilmember
Adam Cowie, City Administrator
20 Hugh Van Wagenen, Planning Director
Kathryn Moosman, City Recorder

- 22 1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
- 24 2. **Presentations/Announcements** –
- 26 a) **Mayor/Council Comments** – There were no announcements at this time.
- 28 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council
meeting of January 16, 2018 were reviewed.

30 COUNCILMEMBER MAGLEBY MOVED TO APPROVE THE MINUTES OF
32 THE REGULAR CITY COUNCIL MEETING OF JANUARY 16, 2018 AS
PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE
34 VOTE WAS RECORDED AS FOLLOWS:

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

40 THE MOTION CARRIED UNANIMOUSLY.

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

46 **CURRENT BUSINESS**

2 6. **Discussion Item — General Plan Survey Results.** Lindon City Planning &
 4 Economic Development Director, Hugh Van Wagenen, will present the results of
 a citywide survey on various aspects of the General Plan and long-term
 6 visions/desires of city residents. The survey had approximately 360 respondents.
 The General Plan is the guiding document for the City’s long-term goals and
 8 future development. The General Plan is in process of a comprehensive update by
 the Planning Commission and then will be forwarded to the City Council for final
 review and approval.

10 Lindon City Planning & Economic Development Director, Hugh Van Wagenen,
 12 was in attendance to present to the Council the results of a city-wide survey on various
 aspects of the General Plan and the long-term visions and desires of city residents. He
 14 noted the survey was put in the newsletter, city website, Facebook and paper copies
 throughout the city. The survey was open for several months and had approximately 360
 16 respondents.

18 Mr. Van Wagenen explained the General Plan is the guiding document for the
 City’s long-term goals and future development. The General Plan is in process of a
 comprehensive update by the Planning Commission and then will be forwarded to the
 20 City Council for final review and approval. Director Van Wagenen then reviewed the
 survey results and findings and lead the discussion on the General Plan update process
 22 including Land Use, Transportation, Parks and Recreation and City Services. There was
 then some general discussion regarding the survey items presented including “word
 24 clouds”.

26 Mr. Van Wagenen noted they tried to get customer satisfaction and the
 respondents seemed overall satisfied with the city and employees and staff and all
 appeared to be on the same because regardless of location in the city (36-50 was the
 28 largest age bracket). Following discussion, the Council agreed the survey appeared to
 cover the issues at hand and is good information. They also agreed it was well written
 and commended staff for their good work on the survey. Mr. Van Wagenen stated they
 30 will continue to update the General Plan with the information gathered for further
 discussion.
 32

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

36 7. **Discussion Item — Land Use Approvals and Development Process Overview.**
 Lindon City Planning & Economic Development Director, Hugh Van Wagenen,
 38 will review general processes and fees involved in various land use applications
 and development/construction steps necessary within Lindon City. This is an
 40 informative discussion item only. No motions will be made.

42 Mr. Van Wagenen reviewed the general processes and fees involved in various
 land use applications and development and construction steps necessary within Lindon
 44 City. He referenced the development costs that may be applicable to a project or
 coordinated through or paid to Lindon City including Land Use Application fee, Review
 46 fees beyond those covered by Land Use Application fee and Water shares (Residential:
 \$20,000/acre Non-residential: 10,000/acre) and other associated fees as follows:

2 **Utah County Recording Fees:**

- 4 ○ Plat: \$30 per sheet plus \$1 per lot; check made out to Utah County
- Plat: \$25 to Lindon City
- 6 ○ Storm Water Maintenance Agreement: \$26
- Other documents (CCRS/Declarations, etc.): per County fee schedule

Construction Phase Services Fee:

- 8 ○ Per lineal foot of street frontage, partially improved: \$3.55
- Per lineal foot of street frontage, unimproved: \$7.10
- 10 ○ Per acre (site plans): \$1,200 + \$1,250/acre (max \$15,000)
- Per lineal foot of off-site infrastructure: \$2.37

12 **Street light installation fee:**

- Esplanade LED: \$9,000/each
- 14 ○ Washington LED: \$6,000/each
- Granville LED: \$5,500/each

16 **Building:**

- Application deposit: \$100/residential, \$300/commercial
- 18 ○ Permit fee (based on valuation of project): \$4,000 for \$300,000 home

Impact Fees (paid upon approval of building permit):

- 20 ○ Culinary Water: \$1,557.00/1 inch
- Sewer: \$1,086/ERU
- 22 ○ Storm Water: \$799/ERU
- Street (if applicable): based on trip generation by use
- 24 ○ Parks, Recreation, Trails:
- Single Family: \$4,500
- 26 ○ All other housing per unit: \$1,500

Fire:

- 28 ○ Residential Unit: \$152
- Non-residential (per 1000 SF floor space)
- 30 ○ Commercial: \$78
- Industrial: \$31

32 **Police:**

- Residential Unit: \$162
- 34 ○ Non-residential (per 1000 SF floor space)
- Commercial: \$84
- 36 ○ Industrial: \$41

Not coordinated through or paid to Lindon City:

- 38 ○ Engineering/Surveying/Architecture design of project
- 40 ○ Construction costs for site or subdivisions improvements including streets, curb, gutter, sidewalk, etc.
- 42 ○ Fees for utility services such as natural gas, electricity, telecommunications lines, etc.

44 Mr. Van Wagenen noted that this is not an exhaustive list and the prices are
 46 subject to change. He pointed out this list is meant as an aid in projecting project costs
 only and actual costs may vary. Financial guarantees that such improvements will be
 constructed and warranted for one (1) year may be required prior to certain City

2 approvals such as plat recording, certificate of occupancy, acceptance of improvements,
4 etc. He also pointed out the Development Review Committee meets every Monday to
discuss with developers upcoming projects etc. noting this is a service provided by the
city at no charge.

6 Mr. Van Wagenen then reviewed the following flow charts followed by discussion:

- 8 ➤ *Land Development Process*
- *Land Development Process– Subdivision Approval Phase*
- 10 ➤ *Land Development Process– Property Line Adjustment Approval Phase*
- *Construction Phase*

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

16 8. **Review & Action — Air Quality Monitoring Stations.** The City Council will
consider whether to purchase and install a few air quality monitoring stations at
18 various locations in the City. The monitoring devices provide real-time air quality
data available on www.purpleair.com

20 Mr. Cowie gave some background of this agenda item noting Lindon City
22 received information from UTOPIA that they are able to install air quality monitoring
devices at their utility cabinet locations throughout Lindon. He explained that the devices
24 will connect to www.purpleair.com for real-time air quality measurements available to
the public. Many of these cabinets are located in parks, road shoulders, or next to other
26 utility boxes. UTOPIA indicated a cost of \$500 to have them purchase and install the
monitoring device with an additional \$7 per month recurring fee for internet service and
28 maintenance as needed.

30 Mr. Cowie pointed out that the devices can be purchased directly through the
purpleair website for a cost of \$229 each and could be installed by our own staff and
connected via WiFi at a few of the City buildings. He noted this is a cheaper option with
32 no recurring maintenance fee if only 2 or 3 monitoring devices are installed. He indicated
that one could be installed at the City Center, Community Center, and Public Works
34 buildings (which all have WiFi connection ability).

36 There was then some general discussion by the Council with them agreeing that
the monitors are not critical, but it would be nice to show that Lindon is participating and
concerned about air quality and there could be some positive aspects that may affect
38 public policy. They also agreed to watch and see how the monitors do to determine
continuation of the program in the future. They also agreed to have them dispersed
40 throughout the city; East, Center and West and perhaps on the Murdock Canal Trail and
the Animal Shelter.

42 Following some additional discussion regarding this proposal, the Council was in
agreement to purchase three air quality monitoring stations at of a cost of \$229 each to be
44 installed by staff with no recurring maintenance fee.

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

2 COUNCILMEMBER MAGLEBY MOVED TO APPROVE THE PURCHASE
 4 AND INSTALLATION OF THREE AIR QUALITY MONITORING STATIONS NOT
 6 TO EXCEED \$229 EACH AND TO BE INSTALLED AT VARIOUS LOCATIONS
 8 WITHIN THE CITY LIMITS. COUNCILMEMBER BEAN SECONDED THE
 10 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER BEAN AYE
 8 COUNCILMEMBER LUNDBERG AYE
 COUNCILMEMBER BRODERICK AYE
 10 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER MAGLEBY AYE

12 THE MOTION CARRIED UNANIMOUSLY.

- 14 9. **Review & Action — Update to Employee Policy & Procedures Manual; Res.**
 #2018-5-R. The City Council will consider Resolution #2018-5-R updating
 16 various portions of the Lindon City Policies and Procedures Manual including
 18 employee probationary time periods and merit increase, donation of sick leave
 time to other employees, and updating the list of exempt positions to include the
 City Engineer position.

20 Adam Cowie, City Administrator, explained tonight the City Council will
 22 consider Resolution #2018-5-R for updating various portions of the Lindon City Policies
 and Procedures Manual including employee probationary time periods and merit
 24 increase, donation of sick leave time to other employees, and updating the list of exempt
 positions to include the City Engineer position. He then referenced and clarified the
 26 Resolution and proposed changes to the policy manual as follows:

28 **Lindon City Policies and Procedures Manual updates:**

5.23.4 Cost Sharing

30 In specific situations, and with Department Head approval, employees using a cell phone
 in the course of their duties may use their personal cell phone on a personal account for
 32 City business. In this case, the City will reimburse the employee \$10 per month to
 compensate for cost associated with City business. **With Department Head approval,**
 34 **some** Employees may choose to use a cell phone issued and paid for by the City. **It is**
understood that personal calls, emails, text messages, etc. may occur on the City issued
 36 **phone and the City permits such personal use of the city issued cell phone.** In this case,
 the employee will pay \$10 per month through payroll deduction to compensate for the
 38 **City for the cost** of personal use of the cell phone. **If an employee is provided a City**
issued cell phone and desires an upgraded or more expensive phone, the employee is
 40 **responsible to pay the cost difference between a base model phone, as determined by the**
City, and the upgrade phone. The payment by the employee may be in the form of
 42 **upfront payment or withholding from regular paychecks. The phone remains the property**
of Lindon City except as follows:

- 44 1) **If the phone is no longer needed, or the employee leaves employment of the City,**
 and the phone has remaining trade-in or resale value the City will trade-in or sell
 46 **the phone and the employee will be repaid a proportional amount of the trade-in**
or resale value based on the proportion of the original cost of the phone for which

- 2 the employee paid; or
- 4 2) If the phone is no longer needed and determined to have no trade-in or resale value, and if declared surplus property by the Department Head, it may be kept by the employee.

6 -----

5.7.1 Exempt Employees

8 The following positions have been designated as being exempt positions based on FLSA employment standards: City Administrator, Planning and Economic Development
 10 Director, Finance Director, Chief Building Official, Chief of Police, Parks & Recreation Director, Public Works Director, **City Engineer**, Justice Court Judge, and any other
 12 established Department Head positions. Exempt employees are classified as Administrative Staff as defined in FLSA Section 54. Administrative Staff are expected to
 14 supervise their own activities, as well as the activities of those under their supervision. Administrative Staff reports to the Governing Body through the City Administrator.
 16 Administrative Staff is responsible to carry out established policies of the City and decisions of the Governing Body as handed down through the City Administrator.
 18 Exempt positions will be reviewed periodically to determine whether or not exempt status should be withdrawn based on changes in duties and related factors. Where services are
 20 obtained through contract or agreement with professional firms, such as attorney, engineer, accountant, etc., the terms of such contract or agreement will apply.

22 -----

Merit Increases

24 **6.1.2(1)** A regular full time or regular part time employee may qualify for a merit (step) increase effective January 1 each year, based on the following criteria:

- 26 a) After the annual performance evaluation employees, will be eligible for a full or partial merit increase as approved by the City Council based on the following Performance Evaluation criteria:
 - 28 • Employees currently working in Step 1 through Step 5 on the pay scale will be moved to the next step on the pay scale for an evaluation score of 6.0 average or better.
 - 30 • Employees currently working between the Mid and High steps in their respective pay range will be eligible to receive the full merit increase or a partial merit increase at the percentage approved by the City Council based on the Final Score and Merit Percent shown in Table 6.1 above.
- 32 b) **As listed in Section 6.1.10 ‘Salary Advancement’**, In the case of an exceptional employee, after full written justification and review, he or she may be moved to a higher step **within the same pay range** upon Department Head recommendation and Personnel Director approval; and
- 34 c) For employees **hired prior to February 6, 2018 and who are** completing the probationary period, if the evaluation at the end of the probationary period shows 6.0 performance score or better, an employee may be granted a step increase. **Employees hired after February 6, 2018 are eligible for a step increase on January 1st after completion of their probationary period.**
- 36 d) Performance Evaluation Forms are found in Appendix A. **An employee may not receive a merit/step increase while on probation.**
- 38 **2. Performance Evaluation Report forms with evaluation criteria are found in**

2 **Appendix A.**

4 **6.1.10 Salary Advancement**

Increases **within the same pay range** based on the meritorious or superior performance of job duties as indicated by a performance evaluation are available upon recommendation of the **Department Head and Personnel Director**. A “Salary Advancement” is separate from a “Merit Increase.” Salary advancements are available only within the current pay range identified for the position in the Salary Scale. **Advancement above an existing pay range is considered a job pay reclassification and can only be approved by the City Council after recommendation by the Personnel Director.**

12 **6.2.3 Reclassification**

- 14 1. If the duties and responsibilities of a position change significantly, the Department Head should submit a written request for reclassification to the Personnel Director. The Personnel Director will perform an analysis of the position and make a final recommendation for or against reclassification, **with final approval made by the City Council.**
- 16 2. If circumstances arise requiring removal of a position from the Staffing Plan, job security shall be attempted by:
 - 18 a. Returning the employee to a previous position, if possible;
 - 20 b. Promoting the employee based on merit and qualification, if reasonable;
 - 22 c. Transferring the employee to another department to fill a position for which the employee is qualified or may become qualified, if possible; or
 - 24 d. Terminating the employee if none of the above alternatives is feasible.

26 **6.8.8 Donation of Sick Leave**

28 Employees may donate accrued sick leave to another employee. **Requests for donation of sick leave should be made only in extraordinary circumstances, such as an extended illness or serious injury of an employee or an immediate family member of an employee covered under the sick leave policy.** The employee requesting donation of sick leave from other employees should initiate the request by submitting the Sick Leave Donation Request Form, found in Appendix A, to the City Administrator. The City Administrator will disseminate the request to employees through Department Heads. Any employee who wishes to donate sick leave to the employee making the request will fill out the donor portion of the request form and return it to the Department Head. **All donations of sick leave will be kept confidential.** Requests for donation of sick leave should be made only in extraordinary circumstances, such as an extended illness or serious injury of an employee or an immediate family member of an employee covered under the sick leave policy. Donated sick leave will be available only after the employee has exhausted all other paid leave, including sick leave, vacation leave and compensatory time off. All donations of sick leave will be kept confidential.

40 **Use of donated sick leave is subject to the following:**

- 44 1. **Donated sick leave will be available only after the employee has exhausted all other paid leave including sick leave, vacation leave and compensatory time off.**
- 46 2. **FMLA time starts automatically after three days of donated sick leave use and runs concurrently with use of donated sick leave time.**

- 2 3. Use of donated sick leave may not exceed 90-days in any 12-month consecutive
- 3 period.
- 4 4. An employee may only request donated sick leave once in any 12-month
- 5 consecutive period.

6 -----

7 **7.4 RANDOM TESTING**

8 All employees shall be subject to random drug and alcohol testing. In accordance with
 9 federal regulations addition, employees who are required to possess a commercial
 10 driver’s license (CDL) shall be subject to random drug and alcohol testing in accordance
 11 with federal regulations. Testing dates shall be unpredictable and shall be spread
 12 reasonably throughout the year. Fifty (50) percent of employees in this CDL pool shall be
 13 tested annually for drugs and twenty-five (25) percent annually for alcohol. The selection
 14 process for random testing shall be based on a scientifically valid method (i.e. a computer
 15 based random number selection system.) Employees participating in a random drug and
 16 alcohol test shall be required to sign a consent and medical release authorization form
 17 before being tested. For employees under 18 years of age, the consent and medical
 18 release form shall be signed by the employee’s parent or legal guardian. If the results of
 19 the drug or alcohol test are positive, the employee shall be subject to disciplinary action,
 20 up to and including termination, pursuant to this policy and the City’s personnel policies
 21 and procedures. Mr. Cowie noted this is basically a housekeeping item to update various
 22 portions of the policies and procedures manual.

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

25 COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION 2018-5-R
 26 BASED ON THE UPDATED VERSION PRESENTED, UPDATING THE LINDON
 27 CITY POLICIES AND PROCEDURES MANUAL. COUNCILMEMBER
 28 LUNDBERG SECONDED THE MOTION. THE VOTE WAS RECORDED AS
 29 FOLLOWS:

30 COUNCILMEMBER BEAN	AYE
31 COUNCILMEMBER LUNDBERG	AYE
32 COUNCILMEMBER BRODERICK	AYE
33 COUNCILMEMBER HOYT	AYE
34 COUNCILMEMBER MAGLEBY	AYE
35 THE MOTION CARRIED UNANIMOUSLY.	

36

37 **14. COUNCIL REPORTS:**

38

39 **Councilmember Hoyt** – Councilmember Hoyt reported he will be meeting with the
 40 Community Center Advisory Board tomorrow. He noted two members of the Board have
 41 given their notice and will not continue on with the Board, so if the Council has any
 42 suggestions for members to let him know. He also met with the Historic Preservation
 43 Commission and they are doing the Yard of the Month program again. He questioned if
 44 there is anything the city can give the recipients for winning yard of the month, i.e., pool
 45 pass, utility credit etc. The program will start in May and run 4 or 5 months. The Council
 46 agreed a punch pool punch pass would be a good idea. They also suggested that they

2 implement the yard of the month for businesses also. Councilmember Magleby suggested
 4 a gift certificate to a restaurant would be a nice gesture to the recipients also.

6 **Councilmember Broderick** – Councilmember Broderick reported he had the
 8 opportunity to hear some good reports about some public works employees who are
 10 doing a great job. He also stated Brad Jorgensen has had some great reviews also. He
 12 also reported he attended the North Union Canal shareholders meeting and they are in
 14 good shape financially; it was a good meeting with good cooperation.

16 **Councilmember Bean** – Councilmember Bean reported Bob Wily has officially tendered
 18 his resignation from the Planning Commission. He encouraged the Council to give some
 20 thought to who would be willing to serve. The Council agreed it would be beneficial to
 22 advertise the position and to balance the representation in the city and to perhaps have a
 24 councilmember interview the applicant.

26 **Councilmember Lundberg** – Councilmember Lundberg reported she attended the Tree
 28 Board meeting noting the Board is looking to plan the next Arbor Day Celebration. She
 30 noted there are great people with great skills and background on the Board. She also
 32 attended the recent Ivory Development open house along with Mr. Cowie. She also
 34 reported she attended the Silicone Slope Summit in SLC. She noted there is a lot going
 36 on in the state right now with the tech sector on the Wasatch front.

38 **Councilmember Magleby** – Councilmember Magleby reported he will be attending the
 40 North Pointe Solid Waste Special Services District training in March. He also reported
 42 the first Lindon Days meeting will be held on February 28th. He asked the Council if they
 44 have any input on Lindon Days prior to the meeting would be helpful.

46 **Mayor Acerson** – Mayor Acerson reported he attended the Masonry Honor awards
 which is an event where the city was honored with a plaque of the Public Safety
 Building. He also reported that MAG has had a big turnover with new Mayors; the new
 Chair is the Payson Mayor and the new Vice Chair is the Saratoga Springs Mayor. He
 noted there are a lot of people running for the vacant County Commissioner Chair. He
 also mentioned the league meetings are coming up in April in St. George.

Administrator's Report: Mr. Cowie reported on the following items followed by
 discussion.

Misc. Updates:

- 40 • February newsletter
- 42 • March newsletter article: Matt Bean - Article due to Kathy Moosman last week in
 February
- 44 • Recycling pick up week will be switched starting April 6th. So, recycling will get
 46 picked up on March 30th then again the next week on April 6th and then every
 other week going forward from that April 6th date.
- Republic Services submitted garbage / recycling rate increase & contract
 extension proposal to be reviewed at next Council meeting.

- Misc. Items

Upcoming Meetings & Events:

- January 29th through March 8th – Utah Legislature updates.
- February 8th at 6:00 pm – Budget Kickoff Meeting with Council and Department Heads
- February 19th – offices closed for Presidents Day
- April 6th-14th Spring Clean-up – (dumpsters available throughout City)
- April 25th -27th – ULCT Spring Conference in St. George

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

14

Adjourn –

16

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING AT 9:20 PM. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

18

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Approved – February 20, 2018

22

24

Kathryn Moosman, City Recorder

26

28

Jeff Acerson, Mayor

30

The Lindon City Council held an annual Budget Kick-Off Meeting on **February 8, 2018**, beginning at 6:00 p.m. at the Lindon City Center, 100 North State Street, Lindon, Utah.

Conducting: Jeff Acerson, Mayor

PRESENT

Officials

Absent

Jeff Acerson, Mayor

Matt Bean, Councilmember

Carolyn Lundberg, Councilmember

Van Broderick, Councilmember

Jake Hoyt, Councilmember

Daril Magleby, Councilmember

Staff

Adam Cowie, City Administrator

Kristin Colson, Finance Director

Phil Brown, Chief Building Official

Hugh Van Wagenen, Planning Director

Josh Adams, Chief of Police

Heath Bateman, Parks & Recreation Director

Brad Jorgensen, Public Works Director

The meeting was called to order at 6:00 p.m.

DISCUSSION – The Lindon City Administration and Department Heads met with the Mayor and Council in a work session to review, discuss, and receive feedback on significant budget issues and priorities for the upcoming 2018-19 fiscal year. This item was for discussion only with no motions required at this meeting.

Items of general discussion included the following:

1. **Budget Adoption Process:** *Presented by Kristen Colson.* Including discussion on financial goals and policies of the City and also a review of the timeline for the budget process and adoption.

2. **Financial Outlook:** *Presented by Adam Cowie & Kristen Colson.*

➤ **Review of significant revenue sources**

○ sales tax and property tax (reviewed graphs).

○ utility rates; to continue with the 5-year plan. Also discussed was the inflationary increase plus the study recommended increase anticipated to be: Water 9%; Sewer 4%; and Storm Water 13%.

➤ Debt outlook for FY2019

- 2 ○ Added sewer revenue bond for the new lift station and the possible
pay-down of other bond revenue from the surplus land sale.
- 4 3. **Reductions/Cost Savings/Increased Revenues:** *Presented by Adam Cowie &*
Department Heads. Including discussion of the following items:
- 6 ➤ **Recent Reductions/Savings/Efficiencies:**
- 8 ○ Delayed filling vacant positions (PW Water; Building Inspector;
restructured phone service (cell & land lines); elections (savings
from budgeted amount).
- 10 ➤ **Future Savings:**
- 12 ○ Grants (Police, Planning/engineering, facilities, senior center)
always seeking grant funding.
- 14 ○ Expected reduction of third-party engineering expenses.
- 14 ➤ **Increased or New Revenues:**
- 16 ○ Building permits – continued growth
- 18 ○ Public Works inspection fees – continued growth
- 20 ○ Utility rates – continue with rate increase recommendations + CPI
- 22 ○ Impact fee updates (storm water)
- 24 ○ Aquatics Center: Add night-time pool rentals
- Fire House rental revenue
- City Center basement rental revenue
- New cell tower carrier at Public Works & City Center
- Grants: North Union Canal; 200 S & Geneva Intersection; Heritage
Trail; CDBG Elevator
- 26 4. **Personnel Issues:** *Presented by Adam Cowie and Department Heads.* Including
discussion on evaluating position needs as we experience growth and demand for
services;
- 28 ○ Part time Code Enforcement (Community Development Office)
- 30 ○ Horizon needs: Parks & Recreation PT to FT; GIS Technician;
Finance/Management assistant
- 32 ○ Health insurance rate increase – TBD but historically there has been
and increase each year
- 34 ○ Tuition Reimbursement for eligible employees
- 36 5. **Capital Improvements & Expenditures:** *Presented by Adam Cowie and*
Department Heads. Including the following for discussion:
- 38 ○ Roads – continue funding options discussion; 200 S project;
FY2018 vs. FY2019 – Give direction
- 40 ○ Continued evaluation of utilities needing replacement prior to new
roadwork being done
- 42 ○ Demo of old sewer lift stations
- 44 ○ #2 Well reconstruction (and/or possible new well)
- Generators in wells/portable generator back-up
- Police Dept. – Vehicle lease restructuring

- Facilities maintenance – Aquatics Center pumps, etc.; various buildings

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6. **Other Significant Needs by Department Heads:** Other needs and miscellaneous items were discussed by the Department Heads at this time.

7. **Council member needs and requests:** The Councilmembers discussed miscellaneous needs and requests at this time.

- **Councilmember Broderick requested emphasis on road funding to be heavier in the budget.**
- **Councilmember Hoyt requested a budget exercise with the council to see what needs to be cut from the budget to achieve the 1.2 million in road funding needed with no new money.**
- **Councilmember Bean vocalized the he would be comfortable going through an exercise but feels the council needs to consider the option of a road utility fee.**

In conclusion, Mr. Cowie asked the group if they felt there were any issues with financial obligations and if they felt that the city is heading on the right track. There was a general consensus among the group that they are satisfied with the financial direction the city is going with no major concerns or issues.

**This annual budget kick off meeting was for discussion and informational purposes only. The Council did not take action on any item at this meeting. Any items that require Council action will be discussed during regular City Council meetings prior to any action being taken.*

The meeting was adjourned at 8:15 p.m.

Approved – March 6, 2018

Kathryn Moosman, City Recorder

Jeff Acerson, Mayor

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, February 20,**
4 **2018, at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State
Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Matt Bean, Mayor Pro Tem
Pledge of Allegiance: Daril Magleby
10 Invocation: Matt Bean

12 <u>PRESENT</u>	<u>EXCUSED</u>
Matt Bean, Councilmember	Jeff Acerson, Mayor
14 Carolyn Lundberg, Councilmember	
Van Broderick, Councilmember	
16 Jacob Hoyt, Councilmember	
Daril Magleby, Councilmember	
18 Adam Cowie, City Administrator	
Hugh Van Wagenen, Planning Director	
20 Brandon Snyder, Associate Planner	
Kathryn Moosman, City Recorder	

- 22 1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
- 24 2. **Presentations/Announcements** –
- 26 a) **Mayor/Council Comments** – There were no announcements at this time.
- 28 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council
- 30 meeting of February 6, 2018 and February 20, 2018 and the Budget Kick-off
- meeting from February 8th were reviewed.
- 32 4. **Consent Agenda** – No items.
- 34 5. **Open Session for Public Comment** – Mayor Pro Tem Bean called for any public
- comment not listed as an agenda item. There were no public comments.

36 **CURRENT BUSINESS**

38 6. **Public Hearing — 2017-18 Budget Amendment; Resolution 2018-6-R.** The
40 City Council will review and consider Resolution #2018-6-R containing
recommended amendments to the 2017-18 budget. The City typically updates the
42 budget on a quarterly basis. Lindon City Finance Director, Kristen Colson, will
present the proposed amendments for consideration.

44 COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING.
46 COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL PRESENT
VOTED IN FAVOR. THE MOTION CARRIED.

2 Adam Cowie, City Administrator led this discussion by stating this is the
 4 quarterly budget amendment on the 2017-18 fiscal year budget. He noted the Finance
 6 Director, Kristen Colson, will be presenting the changes. He mentioned one item that was
 8 listed on the set of changes dealing with the CDA pointing out that, technically, it should
 be advertised under the RDA amendment, so they will properly advertise it in the paper
 as a public hearing and bring it back in two weeks. He then turned the time over to Ms.
 Colson for her presentation.

10 **Ms. Colson then presented the Budget Amendment Notes (changes) as follows:**

- 12 1. The Utah County Recreation Grant was budgeted in the Recreation Fund for
 14 \$5,450. It was used to help pay for picnic tables which were purchased in the
 16 General Fund so the grant revenue needs to be moved to the General Fund as
 well. The amount of the grant was actually \$5,705. The cost of the picnic tables
 was \$6,580 and needs to be added to the Parks Purchase of Equipment budget
 (GL# 10-64-675).
- 18 2. The City Council Salaries and Wages budget needs to increase \$400 for the tech
 allowance given to Daril Magleby as a new Council Member.
- 20 3. Move \$3,000 of the \$4,000 budget for a management intern to police so that they
 can pay their intern.
- 22 4. Increase Government Buildings budget for Professional Services by \$8,830 to
 cover the realtor costs for renting the basement.
- 24 5. Public Works is purchasing 13 safety jackets with Lindon logos in Streets, PW
 Admin, Water, Sewer and Storm Water departments. Jackets are also being
 purchased for Community Center staff.
- 26 6. The Streets department is adding radios and equipment for the snow plow trucks
 for \$4,075 and purchasing speed monitoring equipment and laptop for \$6,000.
- 28 7. There were multiple items budgeted in the Parks Purchase of Capital Assets
 which are not actually capital assets, but equipment purchases so \$12,315 is being
 30 moved from 10-64-740 to 10-64-675.
- 32 8. The Planning department budget for a new vehicle needs to increase \$1,115 to
 cover the actual cost.
- 34 9. The 700 N CDA did not have a budget in this current fiscal year. With the receipt
 of CDA tax increment, the CDA will reimburse the Road Fund for \$41,810 in
 36 expenses incurred to establish the CDA. Additionally, the Road Fund has received
 payments from developers to reimburse the City for road work.
- 38 10. The State Street RDA tax increment for the current tax year came in above budget
 while the tax increment collected for prior tax years came in below budget. The
 net difference is still \$11,925 in extra revenue.
- 40 11. The PARC Tax is transferring \$56,755 to cover repairs for the flow rider pump
 (\$30,700) and to refurbish the water slides (\$26,055).
- 42 12. The installation of the playground at Lindon View Park was postponed from last
 fiscal year.
- 44 13. The first interest payment for the 2017 sewer bond which just closed in December
 will be due at the end of this fiscal year.
- 46 14. Vineyard City is billing for water usage in the Lindon Hollow and they billed for
 usage back to the 2014 fiscal year.

2 15. The changes in revenues and expenses are balanced and offset by changes in the
4 use of, or appropriation to, fund balances.

6 Ms. Colson also made note that effective March 1, 2018, all new residential utility
8 customers will be signed up for a recycling can unless they opt OUT of recycling when
10 signing a utility application. Currently, customers need to “opt in” by requesting a
12 recycling can. She noted this change will not affect current residential utility customers.
14 Mr. Cowie stated they will anticipate the RDA discussion in 2 weeks and as far as
16 additional budget amendments they will be at the first meeting in April.

18 Mayor Pro Tem Bean called for any public comments. Hearing none he called for
20 a motion to close the public hearing.

22 COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC
24 HEARING. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. ALL
26 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

28 Mayor Pro Tem Bean called for any comments or discussion from the Council.
30 Hearing none he called for a motion.

32 COUNCILMEMBER LUNDBERG MOVED TO APPROVE RESOLUTION
34 2018-6-R FOR AMENDMENTS TO THE 2017-18 CITY BUDGET.
36 COUNCILMEMBER MAGLEBY SECONDED THE MOTION.

38 THE VOTE WAS RECORDED AS FOLLOWS:

- 40 COUNCILMEMBER BEAN AYE
- 42 COUNCILMEMBER LUNDBERG AYE
- 44 COUNCILMEMBER BRODERICK AYE
- 46 COUNCILMEMBER HOYT AYE
- COUNCILMEMBER MAGLEBY AYE

THE MOTION CARRIED UNANIMOUSLY.

32 **16. Review & Action — Extension of Solid Waste Collection & Recycling**
34 **Agreement; Resolution #2018-7-R.** The City Council will consider Resolution
36 #2018-7-R extending the Residential Solid Waste Collection & Recycling
Agreement with Republic Services through June 30, 2021. Republic Services has
requested increased rates be considered by the Council as part of the extension.

38 Mr. Cowie stated specific to the CPI rate, the City has traditionally used the
40 federal CPI for basis of its own utility and merit pay increases. Republic Services is
42 asking to increase the CPI in the 2nd & 3rd years of the contract extension to a flat 3%
44 annual rate with basis on the Wasatch Front index which is typically higher than the
46 federal index. He noted that staff recommends no change in the inflationary index and
recommends staying consistent with the federal index as outlined within the current
service Agreement as the preferred reference for inflationary indexing. The federal CPI is
the reference for other inflationary sensitive aspects within the city budget (utilities, merit
pay).

2 Mr. Cowie further explained that tonight the Council will review the proposed
 4 request for rate and inflation increases and make a determination on what increases, if
 6 any, to accept. He noted both parties must agree in writing to extend the contract for
 another three years. If Republic opts not to continue services with Lindon City, the City
 will need to solicit proposals for solid waste disposal services through another provider
 and have a new contract in place by July 1, 2018.

8 Mr. Cowie pointed out that Republic Services has been a very good provider of
 10 solid waste disposal services for Lindon City and they are very responsive to the needs
 and concerns of residents and the City. Staff sees no reason not to exercise the option for
 another 3-year extension of the Agreement pending decision of Republic's proposed
 12 rate/inflation increases. Mr. Cowie then turned the time over to Kristen Colson, Finance
 Director for her presentation.

14 Ms. Colson addressed the Council at this time. She noted Lindon City charges
 residents for garbage and recycling collection. The rates are determined by three factors
 16 as follows:

- 18 1. Republic Service's collection rates (fixed, charged per can)
- 20 2. Republic Service's fuel surcharge (variable, reviewed monthly)
3. North Pointe Solid Waste Transfer Station's tipping fees (based on varying
 weights)

22 Ms. Colson further noted that Lindon businesses contract directly with the
 24 garbage collection service providers of their choice. In 2010, Republic Services changed
 from billing a fixed cost per can, which included fuel costs and tipping fees, to billing a
 reduced fixed per can cost and adding a variable fuel surcharge. Tipping fees would be
 26 paid by Lindon City directly to North Pointe Solid Waste Special Service District
 (NPSWSSD) instead of paying Republic Services who would then pay NPSWSSD. Their
 28 costs are based on the tonnage of waste that Republic Services delivers on behalf of
 Lindon residents.

30 Ms. Colson explained the rates to charge the customer were calculated to cover
 expenses which were projected higher than realized because a significant portion of the
 32 expenses were variable. Lindon City built up a fund balance which peaked at \$113,282 in
 June 2016. Lindon City decreased garbage and recycling utility fees beginning July 2016
 34 and the rates have not changed since then, even with increases from Republic Services.
 Lindon City is projected to end the 2017-2018 fiscal year with a fund balance of \$56,000.
 36 This is still more than sufficient for a fund which is designed to just pass through costs.

Ms. Colson stated Lindon's most recent contract with Republic Services was
 38 entered into in March 2010 for 5 years with the option of 2 three-year extensions. She
 noted Republic Services is requesting the second three-year extension of our service
 40 contract and has proposed the following changes to our contract.

- 42 1. Decrease the MSW 1st container (2708 homes) rate from the July 1, 2018
 approximate rate of \$5.85 per home to \$5.50 per home.
- 44 2. Increase the recycling (1129 homes in the program) rate from the approximate
 rate of \$3.58 per home to \$4.80 per home to cover the changes in recycling
 requirements and commodity fluctuations and to get the recycling LOB to a
 46 positive segment of the contract.
3. Put in a 3% fixed PI for years 2 and 3 of the contract (July 1, 2019 and July 1,

2 2020).

4 Ms. Colson pointed out without these changes, Republic Service's rates would
 increase by the CPI of 2.1%. Ms. Colson stated she is presenting 3 possible scenarios for
 6 garbage and recycling utility rate increases based on if the City Council approves the
 changes proposed by Republic Services and how the City Council would like to handle
 the remaining fund balance in the Solid Waste Fund as follows:

- 8 1. The City Council approves the three-year extension of the Republic Services
 contract, but does not approve the proposed changes to the contract. The utility
 10 rates are increased slightly with the intention of using approximately \$30,000 of
 fund balance to supplement revenues in order to cover the fund's expenses.
- 12 2. The City Council approves the three-year extension of the Republic Services
 contract, and also approves the proposed changes to the contract. The utility rates
 14 are increased slightly more with the intention of using approximately \$30,000 of
 fund balance to supplement revenues in order to cover the fund's expenses.
- 16 3. The City Council approves the three-year extension of the Republic Services
 contract, and also approves the proposed changes to the contract. The utility rates
 18 are increased with the intention of covering all anticipated expenses. The fund
 balance would remain around \$56,000 and Council could consider contributing
 20 \$40,000 of that fund balance towards road repairs of 200 South and 2000 West
 down by NPSWSSD which have been negatively impacted by the high volume of
 22 large garbage trucks.

24 Ms. Colson noted the rate calculations for each of these scenarios and evaluations
 are included in the staff report. She pointed at this time Staff is looking for direction on
 26 Republic Services request for a three-year contract extension and their proposed changes
 to the contract, and how to calculate garbage and recycling utility rates which will
 28 become effective July 1, 2018. There was then some general discussion regarding the 3
 options/scenarios presented. Mayor Pro Tem Bean observed that with all three scenarios
 30 the rates go up somewhat. He added that we don't know what the CPI will be as there is
 currently inflation pressure coming and interest rate increases to try and address that. Mr.
 32 Cowie stated he is more comfortable with the fixed rate.

34 The applicant, Reece DeMille addressed the council at this time. Mr. DeMille
 pointed out that recycling isn't free and it becomes a raw materials and sustainability
 36 issue and there is a cost for commodity. That is why they have to get the price up, almost
 to the price of trash; they are committed as a company long term to recycling. Mr. Cowie
 38 stated he and Councilmember Magleby will sit down with the District to have a
 discussion.

40 Councilmember Broderick stated he is completely in favor of extending the contract
 with Republic and likes the accommodation of the adjustment in recyclables to see what
 the rate will do and he also likes scenario #3. Councilmember Magleby stated he is also
 42 comfortable with scenario #3 but would like to look at other cities to try and reduce the fee
 to Lindon residents; even though we are second to lowest. He knows that Republic is a
 44 great company as most of the cities in the county utilize their services.

46 Following some additional discussion including road improvements with the fund
 balance, the Council was agreement to continue this item as to revise some numbers and
 bring it back before the council along with Reece DeMille for further discussion.

2 Councilmember Hoyt stated he will be happy to see what they come back with and
feels Republic knows where the council is at. Councilmember Lundberg stated our
4 philosophy of pricing is if you want to keep the first can (and we love being the lowest in
the valley), but if you have a second can you should really be getting a recycling can.
6 Mayor Pro Tem Bean commented he is also comfortable with something close to scenario
#3 to the extent that we can sharpen it a bit and understand what Republic is able to do.

8 Mr. DeMille stated what he is hearing is to get the second can back down to
where it was at \$3.77 and see what the stack would be with the increase in recycling
10 percentage. Councilmember Magleby commented that he feels it is important to educate
our citizen as much as possible; if they participate in recycling it benefits all. Mr. Cowie
12 stated they will also sharpen the numbers and will bring back a final proposal to the
council.

14 Mayor Pro Tem Bean called for any further comments or discussion from the
Council. Hearing none he called for a motion.

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18 COUNCILMEMBER LUNDBERG MOVED TO CONTINUE RESOLUTION
2018-7-R FOR AN EXTENSION OF THE RESIDENTIAL SOLID WASTE
COLLECTION AND RECYCLING AGREEMENT WITH REPUBLIC SERVICES TO
22 THE NEXT MEETING. COUNCILMEMBER MAGLEBY SECONDED THE
MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 22 COUNCILMEMBER BEAN AYE
- COUNCILMEMBER LUNDBERG AYE
- 24 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER HOYT AYE
- 26 COUNCILMEMBER MAGLEBY AYE

THE MOTION CARRIED UNANIMOUSLY.

- 28
- 30 8. **Major Subdivision — Parkview Towns at Anderson Farms Subdivision (B),**
280 N. 1690 W. Ken Watson, on behalf of Ivory Development, LLC, seeks
preliminary approval of a thirty-seven (37) lot townhome subdivision plat,
32 including dedication of public streets, at approximately 280 North 1690 West, in
the Anderson Farms Planned Development (AFPD) zone.

34
36 Hugh Van Wagenen, Planning Director, gave some background of this item
noting this is the second townhome phase of the Anderson Farms Planned Development
which was approved by Development Agreement between Lindon City and Ivory
38 Development, LLC in June of 2016. Parkview Towns Plat B consists of 37 townhome
units in what is considered Parcel C of the Anderson Farms concept plan. Development
40 of Anderson Farms is governed by the Anderson Farms Master Development Agreement.
All standards are referred to here are a part of that Agreement. The average lot size of the
42 townhomes is 1,398 s.f. with the largest lot being 1,510 s.f. and the smallest being 1,340
s.f. These lots are consistent with the concept plan for the townhomes. This is the second
44 phase of the townhomes, which will eventually consist of 125 units. The first phase
consists of 29 townhomes.

46 Mr. Van Wagenen explained the new roads will be built to serve the subdivision,
however they will be private roads and or drives. He noted Lancaster Way (300 North) is

2 public and already constructed, although a portion will be dedicated with this plat.
 4 Section 7.4.3 of the Development Agreement states that development of more than 25%
 6 of the townhome parcel requires construction of Anderson Blvd from 500 North to the
 8 roundabout, the roundabout, and 300 North to 1700 West; this plat will put development
 10 beyond the 25% threshold. The required improvements are being constructed with the
 12 already approved Anderson Farms Plat B.

8 Mr. Van Wagenen went on to say the offsite secondary water line is required
 10 (connects at Lakeview Drive and 400 West) but can be installed following one full
 12 irrigation season per the Development Agreement. The Proctor Ditch runs along the
 14 western border of this plat and will be enclosed with a 48-inch pipe as part of the
 16 development.

14 Mr. Van Wagenen noted no park improvements are required at this time. Units on
 16 the west end of the development adjacent to the mixed commercial area require triple
 18 pane glass per Section 7.4.3 of the Development Agreement. An eight (8) foot tall
 20 masonry wall is required along the rear yards of the units to the west, adjacent to the
 22 mixed commercial area per Section 7.4.3 of the Development Agreement.

18 Mr. Van Wagenen indicated that based upon the application meeting the
 20 requirements of the Development Agreement, the Commission recommended approval of
 22 the subdivision with the one condition listed in the sample motion. Mr. Van Wagenen
 24 then referenced for discussion an Aerial photo of the proposed subdivision, the
 Preliminary Parkview Towns at Anderson Farms Plat B, Photo of existing site, the
 Overall townhome concept (Parcel C), Street cross sections and the Off-site utility maps.
 Mr. Van Wagenen then turned the time over to the applicant for comment.

26 The applicant Ken Watson, representing Ivory Development, addressed the
 28 Council at this time. There was some general discussion regarding the Proctor ditch
 30 improvements. Mr. Van Wagenen noted that the plat will state that triple-pane glass
 32 windows be required in the units located by Goodfellow Crushers. There will also be an
 34 8' tall masonry wall along the west edge. Mr. Van Wagenen reminded the Council that
 36 the roads will be private but the utilities will be public. He noted there will be no park
 38 (large main park) improvements to be done with this plat.

32 Mr. Watson indicated Ivory will try to have all of the townhome lots platted by
 34 the end of the year. Mr. Watson also highlighted the garden plots and open spaces noting
 36 this seems to be a new trend with townhome owners. Mr. Watson also shared the
 38 townhome building elevations with Council. There was then some general discussion
 40 regarding pricing and parking. Mr. Watson pointed out that on-street (private street)
 42 parking will not be allowed. He also showed on the map where they are developing the
 road and round-about. He stated that hopefully they will pave as early as possible,
 weather permitting. The preliminary plats are in to the city engineer and are under
 review. He noted that sales are coming along and during the open house there were three
 sales. He re-iterated the goal is to have all the townhomes paved and recorded by the end
 of the year. The HOA (CCMC) will be in charge of everything but the sanitary sewer.

44 Following some general discussion, Mayor Pro Tem Bean called for any further
 46 comments from the Council. Hearing none he called for a motion.

46 **COUNCILMEMBER BEAN MOVED TO APPROVE THE APPLICANT'S
 REQUEST FOR APPROVAL OF A 37-LOT RESIDENTIAL TOWNHOME**

2 SUBDIVISION WITH THE FOLLOWING CONDITION: 1. CONDITIONS OF SECTION 7.4.3 OF THE DEVELOPMENT AGREEMENT BE MET.

4 COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 6 COUNCILMEMBER BEAN AYE
- COUNCILMEMBER LUNDBERG AYE
- 8 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER HOYT AYE
- 10 COUNCILMEMBER MAGLEBY AYE

THE MOTION CARRIED UNANIMOUSLY.

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14 **9. Major Subdivision — Parkview Towns at Anderson Farms Subdivision (C), 280 N. 1690 W.** Ken Watson, on behalf of Ivory Development, LLC, seeks preliminary approval of a twenty-five (25) lot townhome subdivision plat, including dedication of public streets, at approximately 280 North 1690 West, in the Anderson Farms Planned Development (AFPD) zone.

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20 Mr. Van Wagenen explained this is the third townhome phase of the Anderson Farms Planned Development Parkview Towns Plat C that consists of 25 townhome units in what is considered Parcel C of the Anderson Farms concept plan that will eventually consist of 125 units. The first and second phases consist of 29 and 37 townhomes. New roads will be built to serve the subdivision; however, they will be private roads and or drives. Section 7.4.3 of the Development Agreement states that development of more than 25% of the townhome parcel requires construction of Anderson Blvd from 500 North to the roundabout, the roundabout, and 300 North to 1700 West. This plat will put development beyond the 25% threshold. These improvements are being constructed as part of Anderson Farms Plat B (single family home phase).

26

28 Mr. Van Wagenen noted the offsite secondary water line is required (connects at Lakeview Drive and 400 West) but can be installed following one full irrigation season per the Development Agreement and no park improvements are required at this time. Based upon the application meeting the requirements of the Development Agreement. He noted the Commission recommended approval of the subdivision with the one condition listed in the sample motion. He then turned the time over to the applicant for comment.

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36 The applicant Ken Watson addressed the Council at this time. Mr. Watson gave an update regarding the UDOT I-15 study. The question was raised about who and when (if required) will install the sound wall along I-15. Mr. Watson stated he has discussed this issue with UDOT and is awaiting more information from them; they will continue to follow up. Mr. Van Wagenen clarified that the Development Agreement does not require Ivory to put in a sound wall. He also explained the preliminary frontage road concept noting they are hopeful any UDOT impact will not affect any of the units directly. He noted it will not impact the new sewer lift station either.

40

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44 Following some additional discussion, Mayor Pro Tem Bean called for any further comments from the Council. Hearing none he called for a motion.

2 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE
4 APPLICANT’S REQUEST FOR APPROVAL OF A 25-LOT RESIDENTIAL
6 TOWNHOME SUBDIVISION WITH THE FOLLOWING CONDITION: 1.
8 CONDITIONS OF SECTION 7.4.3 OF THE DEVELOPMENT AGREEMENT BE
10 MET. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE
12 WAS RECORDED AS FOLLOWS:

- 8 COUNCILMEMBER BEAN AYE
- 10 COUNCILMEMBER LUNDBERG AYE
- 12 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER HOYT AYE
- COUNCILMEMBER MAGLEBY AYE

THE MOTION CARRIED UNANIMOUSLY.

14 **10. Review & Action — Land and Water Conservation Fund Grant; Resolution**

16 **2018-8-R.** Lindon City Parks & Recreation Director, Heath Bateman, will present
18 a request for Council support to apply for grant funding through the Land and
20 Water Conservation Fund for new pickle ball courts and possible replacement of
22 other structures at Creekside Park (100 S. 600 W.). The grant requires a
commitment of funding with a 50% match if awarded, which funds are proposed
to come from PARC tax contingency.

24 Heath Batman addressed the Council at this time. He referenced the resolution
and map provided in the staff packet. He noted this proposal includes possible
26 replacement of aging structures and the walking trail with the addition of new pickle ball
courts at Creekside Park.

28 Mr. Bateman stated after looking at the needs in the city they would like to apply
for the Land and Water Conservation Grant to upgrade and replace aging structures at
30 Creekside Park. He noted the Grant is a 50/50 match opportunity. Mr. Bateman stated
they would also like Council support on this grant and a resolution not to exceed
\$150,000. He then referenced the cost estimates as follows:

- 32 • Pickleball courts are running about \$13 per sq/ft. This includes post tension
34 courts, nets, fences and lights. Estimated \$50K. This does not include the
sidewalk, electrical hook up or site restoration: \$10,000
- 36 • The Playground is estimated at \$70,000 including install
- 38 • The pavilion at 24’ X 40’ is listed on State contract for \$16,338 plus install.
Estimated \$ 46,372 (this does not include removal of old pavilion and concrete.
Est \$5,000)
- 40 • Trail pavement replace \$4 per sq/ft at 375’ X 5’ Wide – (35 tons needed) \$10,000
with installation
- 42 • Restroom Estimated at \$100,000

44 Total Costs: \$191,372 without Restroom (Lindon City Commitment \$100K)
\$291,372 with restroom. (Lindon City Commitment \$150,000)

46 He then asked the council what parts of the proposal they feel comfortable with.
Mayor Pro Tem Bean commented that this appears to be the most significant use of the

2 Parc Tax funds on a single project to date. Mr. Bateman confirmed that statement adding
4 this seems to do the most good in updating as well building a new amenity. Following
6 some general discussion, the council agreed this this is an aged park in need of an update
8 and will be a good use of Parc Tax funds. Councilmember Hoyt stated he reached out to
some of the neighbors (by Creekside Park) that may be impacted but overall, they seemed
to be on board with the proposal. Mr. Bateman pointed out that Pickle ball is not a passing
phase and many local cities are putting in more courts.

10 Mayor Pro Tem Bean called for any further comments or discussion from the
Council. Hearing none he called for a motion.

12 COUNCILMEMBER HOYT MOVED TO APPROVE RESOLUTION 2018-8-R
14 COMMITTING MATCHING FUNDS FOR THE PROPOSED LAND AND WATER
CONSERVATION FUND GRANT UP TO 150,000. COUNCILMEMBER
16 BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS
FOLLOWS:

- 18 COUNCILMEMBER BEAN AYE
 - 18 COUNCILMEMBER LUNDBERG AYE
 - 20 COUNCILMEMBER BRODERICK AYE
 - 20 COUNCILMEMBER HOYT AYE
 - 22 COUNCILMEMBER MAGLEBY AYE
- 22 THE MOTION CARRIED UNANIMOUSLY.

24 **11. Continued Public Hearing — General Plan Land Use Map Change; Ord.**
26 **2017-5-O.** This item was continued from the June 6, 2017 City Council meeting.
28 The City Council will review and consider Ordinance #2017-5-O to change the
General Plan designation from Public Facilities to Light Industrial on 9-acres of
property located at approximately 2100 West 600 South, Lindon (portion of Utah
County Parcel ID #17:023:0012).

30 *At this time Councilmember Hoyt recused himself from the next three agenda*
32 *items due to a conflict of interest.*

34 COUNCILMEMBER LUNDBERG MOVED TO OPEN THE PUBLIC
36 HEARING. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

38 Mr. Van Wagenen gave a brief overview of this item stating this is a request to
40 change the General Plan Map on City owned property from Public Facilities to Light
Industrial. He pointed out this item is being considered in order to accommodate the sale
42 of the 9 acres being considered in this request. Previous discussions about this City
owned land considered selling and rezoning the entire 14 acres. Since this item was last
44 continued from the June 6, 2017 meeting, the Council has determined to retain 5 of the 14
acres. This decision was made following much public input, a site visit by the Council,
46 and further discussions. Mr. Douglas Weight representing the buyer (Knight-West
Builders) was in attendance and explained their project and structures they envision.

2 Mr. Van Wagenen noted Lindon City purchased the property in 1999 from
PacifiCorp with the intent to create a regional park near the Historic Geneva Resort. In
4 the Spring of 2015 the City Council began a review of City owned property, including
this property, that could possibly be sold in order to meet ongoing financial obligations,
6 such as the newly constructed Public Safety Building or road maintenance. In September
of 2015 the property was listed for sale to gauge private interest in a purchase.

8 Mr. Van Wagenen noted that Lindon is currently under contract to sell the
approximately nine (9) acres being considered in this item. The prospective buyer intends
10 to build office/warehouse buildings on the property. The General Plan currently
designates the property under the category of Public Facilities. This category includes
12 public infrastructure for water, storm water systems, sewer systems, public parks, and
other City owned buildings. The applicant requests that the General Plan designation of
14 the property be changed to Light Industrial, which accommodates manufacturing,
industrial processes, and warehousing uses not producing objectionable effects. The Light
16 Industrial designation also allows some appropriate related retail uses such as gasoline
service stations. Mr. Van Wagenen also referenced the Relevant General Plan policies to
18 consider in determining whether the requested change will be in the public interest.

Mayor Pro Tem Bean also gave a brief background and explanation of the
20 council’s decision on the sale of the property. Councilmember Lundberg noted the
council also did some compromising with the parcel and made a commitment to retain
22 some of the acreage. Mayor Pro Tem Bean asked the council at this time if any of their
opinions or thoughts on the sale of the property have generally changed since receiving
24 the offer on the property regarding its future use or if they are good in moving ahead. The
council agreed they are comfortable with moving ahead.

26 Mr. Van Wagenen then referenced an Aerial photo of the proposed area to be re-
classified, Current General Plan Land Use Map, ALTA Survey with approximate
28 property request, and the Draft ordinance 2017-5-O followed by some general discussion.

30 Mayor Pro Tem Bean called for any public comments. Hearing none he called for
a motion to close the public hearing.

32 COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC
HEARING. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL
34 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

36 Mayor Pro Tem Bean called for any further comments or discussion from the
Council. Hearing none he called for a motion.

38 COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE
40 2017-5-O WITH NO CONDITIONS. COUNCILMEMBER MAGLEBY SECONDED
THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 42 COUNCILMEMBER BEAN AYE
- COUNCILMEMBER LUNDBERG AYE
- 44 COUNCILMEMBER BRODERICK AYE
- COUNCILMEMBER MAGLEBY AYE

46 THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

2 12. **Continued Public Hearing — Zoning Map Change; Ord. 2017-6-O.** This item
4 was continued from the June 6, 2017 City Council meeting. The City Council will
6 review and consider Ordinance #2017-6-O to change the Zoning Map designation
8 from Public Facilities to Light Industrial on 9- acres of property located at
10 approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID
12 #17:023:0012).

8 COUNCILMEMBER BRODERICK MOVED TO OPEN THE PUBLIC
10 HEARING. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL
12 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

14 Mr. Van Wagenen stated with the previous approval of the General Land Use map
16 change this will now allow the request to change the Zoning Map on City owned property
18 from Public Facilities to Light Industrial for the reasons stated in the previous item.

16 Mayor Pro Tem Bean called for any public comments. Hearing none he called for
18 a motion to close the public hearing.

20 COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC
22 HEARING. COUNCILMEMBER MAGLEBY SECONDED THE MOTION. ALL
24 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

24 Mayor Pro Tem Bean called for any further comments or discussion from the
26 Council. Hearing none he called for a motion.

26 COUNCILMEMBER BRODERICK MOVED TO APPROVE ORDINANCE
28 2017-6-O WITH NO CONDITIONS. COUNCILMEMBER MAGLEBY SECONDED
30 THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- 30 COUNCILMEMBER BEAN AYE
- 32 COUNCILMEMBER LUNDBERG AYE
- 34 COUNCILMEMBER BRODERICK AYE
- 36 COUNCILMEMBER MAGLEBY AYE

36 THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

34 **13. Public Hearing — Amendment of Purchase Offer on Sale of Real Property.**

36 Lindon City Council will review and consider an amendment to a current
38 purchase offer approved by Resolution #2018-4-R to sell nine acres of surplus
40 real property located at approximately 2100 West 600 South, Lindon (portion of
42 Utah County Parcel ID #17:023:0012) for \$1,822,986.00. The buyer, Sunrise
44 Square Associates L.C., is requesting an extension of about 3-weeks additional
time to complete due diligence by March 30, 2018 and requesting about a 3-week
extension for closing to be completed by April 20, 2018. No other change to the
original offer is proposed.

46 COUNCILMEMBER LUNDBERG MOVED TO OPEN THE PUBLIC
HEARING. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

2 Mr. Cowie referenced the purchase contract amendment document. He explained
4 that staff was contacted by Bill West of Sunrise Square Associates the day after the initial
6 purchase agreement was approved and signed on January 17, 2018. Mr. West indicated at
8 that time that they may need a little more time for due diligence and closing than
10 originally anticipated to March 30th. He noted the City received this formal Addendum
12 request on the afternoon of February 16th. He indicated that staff knows the property was
accessed last week to perform soils testing for the buyers, so it appears they're moving
forward with due diligence and continued interest in the property. Following some
discussion, the council agreed this seems to be a reasonable request. Mayor Pro Tem
Bean called for any public comments at this time. Larry Ellertson was in attendance and
addressed the council.

14 Mr. Ellertson stated he is against the sale of the property. He spoke on this issue
16 stating the past council bought this property with the understanding that it was for the
18 city's future use and benefit and feels the council is looking at it with short term use. He
20 would encourage the council to reconsider the sale of the property and to hold on to it as
22 there will be potential future value and once it's gone it is gone. His plea is to re-
24 consider the sale of the property. There are members in the community who feel the same
and to look at this long term as there will be some real future values. He added the city is
sound and can survive the concerns and find a real solution for the road problem. He is
appreciative of the fact that they saved five acres of the property but the intent was that it
all be used for city benefit when the original purchase was made; he feels the council is
selling the citizens of Lindon city short. Mayor Pro Tem Bean stated on behalf of the
mayor and council they appreciate his heartfelt concerns as it is evident how much he
cares for the city.

26 Mayor Pro Tem Bean commented that this was a tough decision and they heard
28 from citizens and former elected officials and keeping the five acres was a good step
30 forward. There are some strong and compelling reasons why they decided to sell the
property; some have to do with location and what is already there and the possible uses so
there are compelling reasons.

32 Councilmember Lundberg stated the only reason she would potentially consider
34 hanging on to the property is that the value will naturally increase with time, but we do
need to consider road funding.

36 Councilmember Magleby expressed his sentiment that it was not his intent when
38 running for city council to disrupt the system that was currently in place but to learn and
listen and to be a voice for change. He feels he needs to do what is in the best interest of
the city and after hearing all of the discussion and looking at all of the issues he feels we
are moving in the right direction.

40 Councilmember Broderick stated he is in favor of this action.

42 **COUNCILMEMBER LUNDBERG MOVED TO CLOSE THE PUBLIC
HEARING. COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.**

44
46 Mayor Pro Tem Bean called for any further comments or discussion from the
Council. Hearing none he called for a motion.

2 COUNCILMEMBER BRODERICK MOVED TO APPROVE ADDENDUM
 4 NO. 2 TO THE REAL ESTATE PURCHASE CONTRACT BETWEEN LINDON CITY
 AND SUNRISE SQUARE ASSOCIATES L.C., AND AUTHORIZE THE CITY
 ADMINISTRATOR TO SIGN THE ADDENDUM ON BEHALF OF THE CITY.
 6 COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS
 RECORDED AS FOLLOWS:

8 COUNCILMEMBER BEAN AYE
 COUNCILMEMBER LUNDBERG AYE
 10 COUNCILMEMBER BRODERICK AYE
 COUNCILMEMBER MAGLEBY AYE

12 THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

14 *Councilmember Hoyt returned to the meeting at 9:43 pm.*

16 **14. COUNCIL REPORTS:**

18 **Councilmember Hoyt** – Councilmember Hoyt reported he attended a road fee meeting at
 the PG/Lindon Chamber of Commerce along with Adam Cowie noting it was a good
 20 event with good information presented. He also mentioned the Salt Lake Tribune ran an
 article about the 700 North Corridor in the February 10th issue that had some interesting
 22 insights.

24 **Councilmember Broderick** – Councilmember Broderick reported he attended the Provo
 Bench annual stockholders canal meeting where he was elected to the board along with
 26 Brad Jorgensen (Public Works Director). He noted they are in good shape financially and
 at 50% of water compared to last year (before this recent storm). He also attended the
 28 monthly engineering meeting. He noted they are very pleased with the resurfacing of the
 north union canal where they have come back and touched it up.

30 **Councilmember Bean** – Councilmember Bean reported they have one vacancy on the
 32 planning commission and may be having another come up. He noted Mr. Van Wagenen
 is putting together an application for potential planning commissioners.

34 **Councilmember Lundberg** – Councilmember Lundberg reported she attended the
 36 public officials breakfast last Friday with Mr. Van Wagenen. She pointed out that
 EDCUtah is offering services with community development even on the retail side noting
 38 there were some interesting things presented there. She added they would be willing to
 come to the council and present the services they offer.

40 **Councilmember Magleby** – Councilmember Magleby reported he will be attending the
 42 Lindon Days meeting next Wednesday to discuss Lindon Days. He also mentioned the
 Transfer station approved some loaders to be delivered in June. He also mentioned the
 44 Air monitors that were recently approved along the trail noting he got the approval from
 one of the residents to have the monitors be placed in their back yard in exchange for a
 46 pool punch pass for electricity use.

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)*

6. Major Subdivision — Parkview Towns at Anderson Farms Subdivision (D), ~240 North 1610 West. *(20 minutes)*

Ken Watson, on behalf of Ivory Development, LLC, seeks preliminary approval of a thirty-four (34) lot townhome subdivision plat, at approximately 240 North 1610 West, in the Anderson Farms Planned Development (AFPD) zone. Following review, the Planning Commission recommended approval to the City Council.

Please see materials from the Planning Director

Major Subdivision — Parkview Towns at Anderson Farms Plat D approx. 240 North 1610 West

<p>Applicant: Ivory Development, LLC Presenting Staff: Hugh Van Wagenen</p> <p>General Plan: Residential High Current Zone: Anderson Farms Planned Development zone</p> <p>Property Owners: Ivory Development, LLC Address: ~240 North 1610 West Parcel IDs: portion of 14:063:0074 Subdivision Acreage: 2.8 acres</p> <p>Type of Decision: Administrative Planning Commission Recommendation: Recommend approval with one condition listed; 5-0 vote</p>	<p><u>SUMMARY OF KEY ISSUES</u></p> <ol style="list-style-type: none"> Whether to approve a 34-lot residential townhome subdivision in the Anderson Farms Planned Development zone based on compliance with the Development Agreement. <p><u>MOTION</u> I move to (<i>approve, deny, continue</i>) the applicant’s request for approval of a 34-lot residential townhome subdivision with the following conditions (if any):</p> <ol style="list-style-type: none"> Conditions of Section 7.4.3 of the Development Agreement be met.
---	---

BACKGROUND

- This is the fourth townhome phase of the Anderson Farms Planned Development which was approved by Development Agreement between Lindon City and Ivory Development, LLC in June of 2016. Parkview Towns Plat D consists of 34 townhome units in what is considered Parcel C of the Anderson Farms concept plan.

DISCUSSION & ANALYSIS

Development of Anderson Farms is governed by the Anderson Farms Master Development Agreement. All standards are referred to here are a part of that Agreement.

Lot Requirements

- The average lot size of the townhomes is 1,410 s.f. with the largest lot being 1,510 s.f. (14 unites) and the smallest being 1,340 s.f. (20 units). These lots are consistent with the concept plan for the townhomes.
- This is the fourth phase of the townhomes which completes the total unit count of 125 for the townhome project.

Street Improvements

- New roads will be built to serve the subdivision; however, they will be private roads and or drives. Please refer to the attached cross sections for details.
- Section 7.4.3 of the Development Agreement states that development of more that 25% of the townhome parcel requires construction of Anderson Blvd from 500 North to the roundabout, the roundabout, and 300 North to 1700 West. This plat will put development beyond the 25% threshold. These improvements are being constructed as part of Anderson Farms Plat B (single-family home phase).

Utility Requirements

- The offsite secondary water line is required (connects at Lakeview Drive and 400 West) but can be installed following one full irrigation season per the Development Agreement.

Other Requirements

- No park improvements are required at this time.
- Each unit has a two-car garage with a 20-foot driveway, capable of parking two additional vehicles.
- Eight visitor parking stalls are being constructed with this phase. There will be a total of 57 dedicated visitor parking stalls for the entire project.
- With both dedicated visitor parking and driveway/garage parking there will be storage space for 557 vehicles for the 125 units.

ATTACHMENTS

1. Aerial photo of the proposed subdivision.
2. Preliminary Parkview Towns at Anderson Farms Plat D
3. Photo of existing site
4. Overall townhome concept (Parcel C)
5. Street cross sections
6. Off-site utility maps
7. Sample building elevations



Parkview Towns at
Anderson Farms Plat D

400 NORTH

450 North

480 North

430 North

410 North

1790 West

1700 West

1670 West

1510 West

2000 West

200 NORTH

1800 West

1400 West

1200 West

1030 West

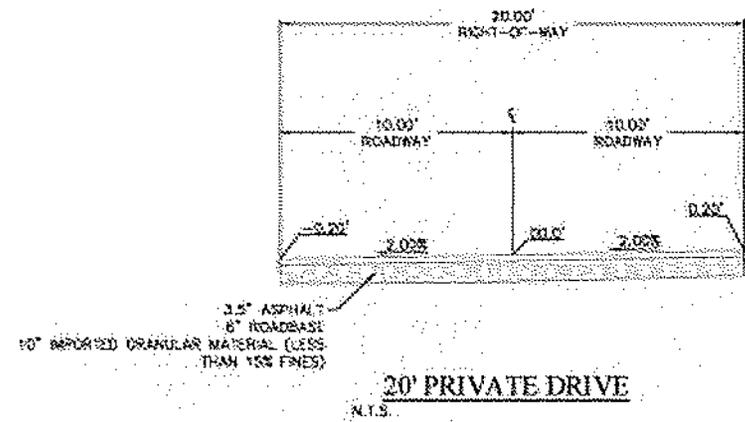
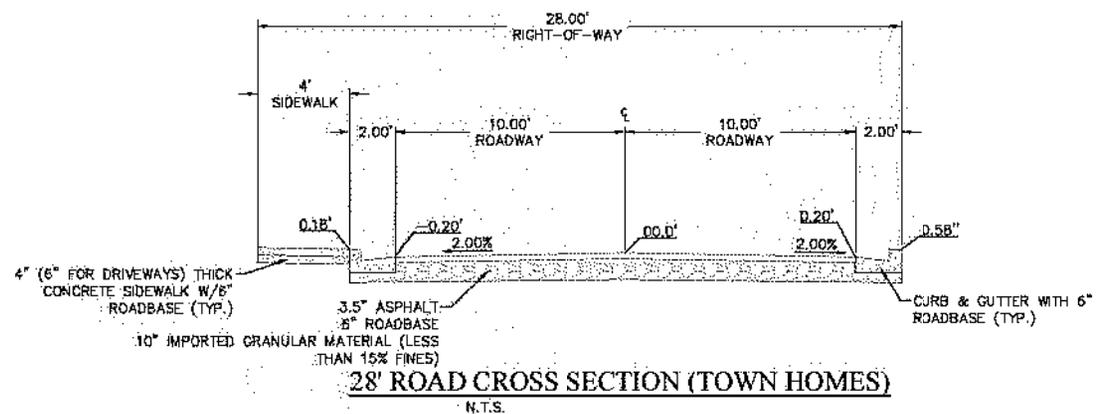
400 NORTH

CENTER

I-15

I-15







PROJECT NUMBER
17-137

COMPILED BY: JAMES ALPERT
DATE: 1/24/18

KEYNOTES
1. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.
2. SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.
3. SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.

ELEVATION
1. EXTERIOR WALLS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
2. ROOFING: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
3. WINDOWS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
4. DOORS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
5. TRIM: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.

STUCCO
1. EXTERIOR WALLS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
2. ROOFING: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
3. WINDOWS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
4. DOORS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
5. TRIM: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.

COMPOSITE SIDING
1. EXTERIOR WALLS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
2. ROOFING: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
3. WINDOWS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
4. DOORS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
5. TRIM: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.

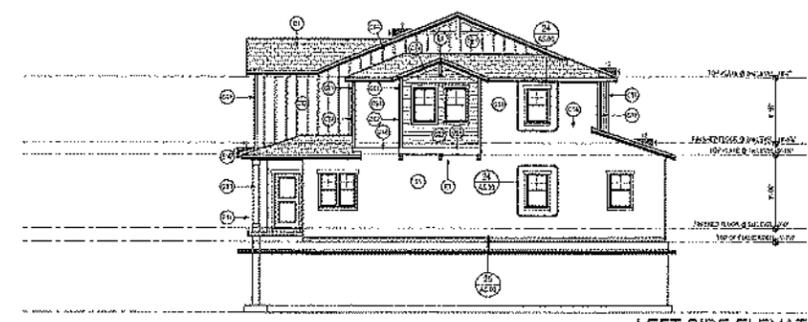
COMPOSITE TRIM
1. EXTERIOR WALLS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
2. ROOFING: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
3. WINDOWS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
4. DOORS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
5. TRIM: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.

ELEVATION NOTES
1. EXTERIOR WALLS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
2. ROOFING: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
3. WINDOWS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
4. DOORS: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.
5. TRIM: SEE FINISH SCHEDULE FOR MATERIALS AND FINISHES.

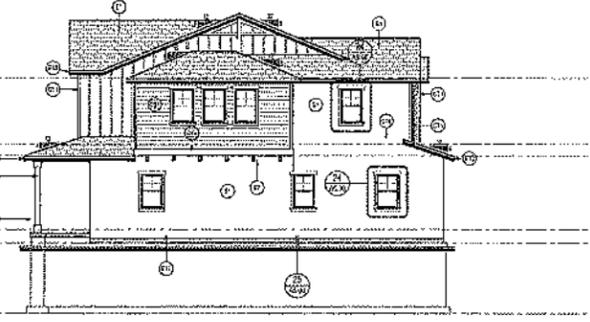


FRONT ELEVATION
SCALE: 1/4" = 1'-0"

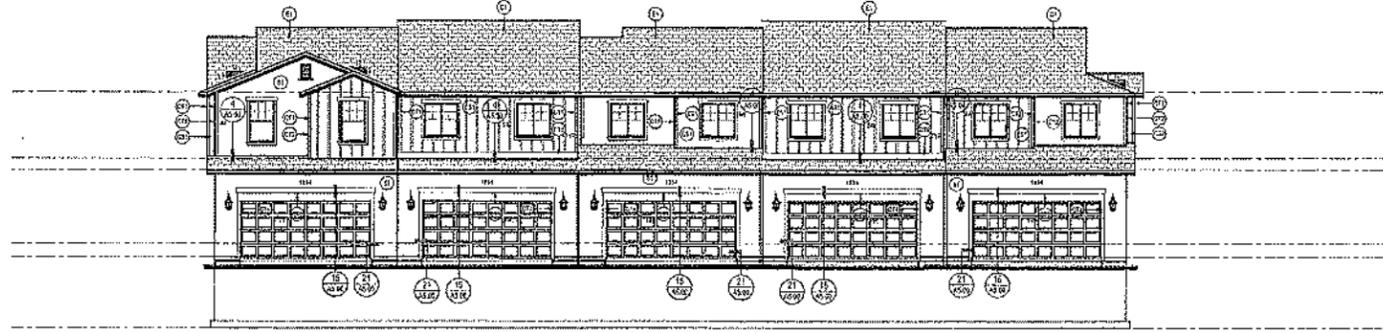
Olympia Bremerton Olympia Bremerton Vancouver



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

Anderson Farms
Lindon, UT

Building #
6
Units:
125-129

Drawn: 1/24/18
Revised: 1/28/18
Printed: 1/29/18
Drawn by: Sheet #
VH A2.00

7. Review & Action — Extension of Solid Waste Collection & Recycling Agreement; Res. 2018-7-R. This item was continued from the February 20, 2018 meeting. (25 minutes)

The City Council will consider Resolution #2018-7-R extending the Residential Solid Waste Collection & Recycling Agreement with Republic Services through June 30, 2021. Republic Services has requested increased rates be considered by the Council as part of the extension.

See attached resolution and options for garbage rates which will be discussed in detail at the meeting.

Republic Services is proposing increase garbage and recycling rates and proposes a fixed 3% annual inflation rate in the 2nd & 3rd years of the contract extension. The City has traditionally created a higher rate of 2nd garbage cans in order to keep recycling can costs lower as incentive for residents to opt for recycling over getting a 2nd garbage can. Increased recycling decreases tipping fees paid at the transfer station (by reducing tonnage of garbage) and also preserves space in the landfills – thus extending the life of landfills which we own through association with North Pointe Solid Waste Special Service District.

At the February 20th meeting the Council directed staff to work with Republic representatives on a specific pricing option that will increase rates of the 1st and 2nd garbage cans by \$1.00 each per month and increase recycling cans by \$0.35 per month (after factoring Republic's fee increases, the City's costs and tipping fee pass through costs). The city portion of the garbage fee also covers costs of resident dump passes and dumpsters used for spring clean-up and other city events.

Approximately \$40,000 of fund balance in the solid waste disposal fund will be utilized for road improvements on 2000 West and 200 South where there is significant wear due to traffic generated by the transfer station. This leaves approximately \$15,000 to remain in the solid waste fund.

Republic Services has been a very good provider of solid waste disposal services for Lindon City. They are very responsive to needs and concerns of residents and the City. Staff sees no reason not to exercise the option for another 3-year extension of the Agreement – pending decision of Republic's proposed rate/inflation increases.

If approved, Staff will work with Republic Services to finalize an Addendum to our formal Solid Waste Collection & Recycling Agreement and asks that the Council approve the Addendum in a future 'Consent Agenda' item.

Sample Motion: I move to (approve, continue, deny) Resolution 2018-7-R authorizing an extension of the Residential Solid Waste Collection & Recycling Agreement with Republic Services through June 30, 2021, and direct that the Addendum to the formal Agreement be approved as a future City Council Consent Agenda item.

RESOLUTION NO. 2018-7-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, EXTENDING THE RESIDENTIAL SOLID WASTE COLLECTION & RECYCLING AGREEMENT WITH REPUBLIC SERVICES OF UTAH UNTIL JUNE 30, 2021, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City entered into an agreement for solid waste disposal services (Agreement) on March 1, 2010 with Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah (Republic Services), and further approved an addendum to the Agreement on November 18, 2014 for continued solid waste disposal services; and

WHEREAS, the 2014 Agreement addendum allowed for contract extensions in 3-year terms, with the current term ending on June 30, 2018; and

WHEREAS, the City desired an extension of the service contract Agreement for an additional 3-years between July 1, 2018 and June 30, 2021 and asked that Republic Services submit an extension request in writing; and

WHEREAS, Republic Services has requested rate increases and changes to the inflation rates in the Agreement which would become effective July 1, 2018 at the start of the new term of service; and

WHEREAS, the Municipal Council met in a public meeting on February 20, 2018 to consider the proposed rate and inflationary changes requested by Republic Services.

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

SECTION I. The City approves an extension of the Agreement for continued solid waste disposal services provided by Republic Services from July 1, 2018 through June 30, 2021, with Republic Service's proposed rate changes approved as follows:

1. Decrease the municipal solid waste 1st container (2,708 homes) rate from the July 1, 2018 approximate rate of \$5.85 per home to \$5.50 per home;
2. Increase the recycling (1,129 homes in the program) rate from the approximate rate of \$3.58 per home to \$4.80 per home to cover the changes in recycling requirements and commodity fluctuations and to get the recycling LOB to a positive segment of the contract. Decrease this rate by \$0.25 to \$4.55 when recycling participation rate reaches 50%;
3. Keep 2nd container municipal solid waste rate at \$3.77 for 1st year of extension;
4. Add a 3% fixed inflationary rate for all municipal solid waste cans and recycling cans for years 2 and 3 of the contract (July 1, 2019 and July 1, 2020).

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

PASSED AND ADOPTED by the Lindon City Council on this the ____ day of _____, 2018.

Jeff Acerson, Mayor

ATTEST:

Kathryn A. Moosman, City Recorder

SEAL:

WASTE COLLECTION RATE EVALUATION

	<u>FIRST CAN</u>	<u>ADD'L CAN</u>	<u>RECYCLING</u>
Counts for Jan 2018	2698	920	1138
Estimated can counts	2725	900	1400

CURRENT RATES FOR 2017-2018

Collection (fixed)	\$ 5.72	\$ 3.77	\$ 3.50
Fuel (estimated)	\$ -	\$ -	\$ -
Tipping (estimated)	\$ 3.26	\$ 3.26	\$ -
Admin	\$ 0.36	\$ 0.28	\$ 0.15
Use of fund balance	\$ (0.34)	\$ 0.19	\$ (0.40)
Lindon Rates	\$ 9.00	\$ 7.50	\$ 3.25

RECOMMENDED ADJUSTMENT FOR 2018-2019

Collection (fixed)	\$ 5.50	\$ 3.77	\$ 4.68*
Fuel (estimated)	\$ 0.21	\$ -	\$ 0.21
Tipping (estimated)	\$ 3.15	\$ 3.15	\$ -
Admin (4%)	\$ 0.35	\$ 0.28	\$ 0.20
Adjusted rates	\$ 9.22	\$ 7.20	\$ 5.08
Use of fund balance	\$ 0.78	\$ 1.30	\$ (1.48)
Lindon Rates	\$ 10.00	\$ 8.50	\$ 3.60
Variance per can	\$ 1.00	\$ 1.00	\$ 0.35

SCENERIO 3

Approve and pass through ALL requests;
use fund balance for 200 S & 2000 W road improvements

* The Recycling collection rate is an average based on the assumption that the first 6 months of the year will be at the \$4.80/can/month rate and the second 6 months of the year will be at the \$4.55/can/month rate. The rate will be decreased after Lindon City has at least 50% participation rate in recycling.

January 2018 fee comparison

<u>City</u>	<u>1st Garbage</u>	<u>2nd Garbage</u>	<u>Recycle</u>	<u>(1st + Recycle)</u>
Provo	\$16.00	\$16.00	\$4.00	\$20.00
Springville	\$12.50	\$9.50	\$7.25	\$19.75
Payson	\$11.30	\$11.30	\$6.35	\$17.65
Pleasant Grove	\$11.14	\$8.70	\$5.90	\$17.04
Cedar Hills	\$10.92	\$10.92	\$4.79	\$15.71
Orem	\$10.80	\$9.85	\$3.25	\$14.05
Lehi	\$10.50	\$10.00	Free	\$10.50
American Fork	\$10.00	\$6.65	\$5.40	\$15.40
Highland	\$9.35	\$7.40	\$4.45	\$13.80
Lindon	\$9.00	\$7.50	\$3.25	\$12.25

(sorted by 1st can price)

8. Public Hearing — 2017-18 Fee Schedule Changes; Ordinance 2018-5-O (20 minutes)

The City Council will review and consider Ordinance #2018-5-O containing recommended amendments to the 2017-18 Fee Schedule.

See attached ordinance and fee schedule amendment info from Finance Director Colson.

The City has recently adopted standards and specifications for secondary water meter installations and adopted a billing rate for secondary water connections that are metered (currently in Anderson Farms Subdivision areas only). These fee schedule amendments include secondary meter installation costs and inspection fees for the secondary connection and laterals.

Sample Motion: I move to (approve, continue, deny) Ordinance 2018-5-O for amendments to the 2017-18 city fee schedule.

ORDINANCE NO. 2018-5-O

AN ORDINANCE AMENDING THE 2017-18(FY2018) LINDON CITY FEE SCHEDULE TO UPDATE MISC. CITY FEES AND TO ADOPT THE INSTALLATION AND INSPECTION FEES FOR SETTING THE SECONDARY WATER METERING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City has adopted an annual Fee Schedule to define and identify all fees that may be imposed by Lindon City for various public services and utilities; and

WHEREAS, the City Council finds it is necessary to amend the Fee Schedule from time to time; and

WHEREAS, the fees charged by the City will ensure adequate recovery of costs and continue effective services within the City; and

WHEREAS, on March 6, 2018 the City Council held a duly noticed public hearing to consider the fee schedule changes and has reviewed and approves the updated fees and utility rates as attached in ‘Exhibit A’ finding that said fee changes will benefit the city and the public.

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

Section 1. The FY2018 Lindon City Fee Schedule is amended as follows:

(See changes outlined in attached ‘Exhibit A’)

Section 2. This ordinance shall take effect immediately upon 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.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

PROPOSED FEE SCHEDULE CHANGES

March 6, 2018

ADDITIONS

Water Meter Installation - Secondary

- | | |
|---|-------------------------|
| <ul style="list-style-type: none"> ▪ 5/8" x 3/4" Meter ▪ Larger sized Meter | \$330.00
Actual Cost |
|---|-------------------------|

CHANGES

Sewer Inspection Fee	\$70.00 \$25.00
----------------------	---------------------------------------

Water Inspection Fee - Culinary	\$70.00 \$25.00
--	---------------------------------------

Water Meter Installation - Culinary

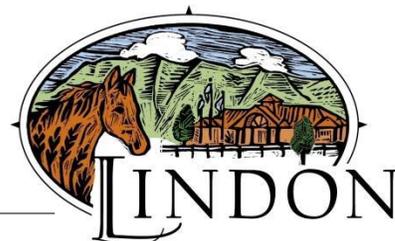
- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ 1" Meter ▪ Larger sized Meter | \$420.00 \$325.00
Actual Cost |
|--|--|

9. Recess to Lindon City Redevelopment Agency Meeting (RDA)*(10 minutes)*

Sample Motion: I move to recess the Lindon City Council meeting and convene as the Lindon City RDA.

Call Lindon City RDA to order, then review RDA minutes & agenda items.

Notice of Meeting of the Lindon City Redevelopment Agency



The Lindon City Redevelopment Agency (RDA) will hold a meeting beginning at **8:00 p.m.**, or as soon thereafter as possible, on **Tuesday, March 6, 2018** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

Conducting: Jeff Acerson, Chairman

- (Review times are estimates only)*
1. **Call to Order / Roll Call** *(5 minutes)*
 2. **Approval of minutes from June 20, 2017** *(5 minutes)*
 3. **Public Hearing —Budget Amendments for FY 2018 (Resolution #2018-1-RDA)** *(10 minutes)*

The Board of Directors will receive public comment and review and consider Resolution #2018-1-RDA outlining proposed FY2018 budget amendments for the RDA.

Adjourn and reconvene the Lindon City Council meeting.

This meeting may be held electronically to allow a council member to participate by video conference or teleconference.

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

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

Date: March 2, 2018

Time: 4:00 p.m.

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

The Lindon City Redevelopment Agency held a meeting on **Tuesday, June 20, 2017** beginning at 7:56 pm in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

Conducting: Jeff Acerson, Chairman

PRESENT

ABSENT

Jeff Acerson, Chairman

Van Broderick, Boardmember

Matt Bean, Boardmember

Carolyn Lundberg, Boardmember

Jake Hoyt, Boardmember

Dustin Sweeten, Boardmember

Adam Cowie, Executive Secretary

Kathryn Moosman, City Recorder

COUNCILMEMBER SWEETEN MOVED TO RECESS THE MEETING OF THE LINDON CITY COUNCIL AND CONVENE THE MEETING OF THE LINDON CITY REDEVELOPMENT AGENCY AT 7:56 P.M. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

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

2. **Review of Minutes** – The minutes of the RDA meeting of May 16, 2017 were reviewed.

BOARDMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE LINDON CITY RDA MEETING OF MAY 16, 2017 AS PRESENTED.

BOARDMEMBER SWEETEN SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

BOARDMEMBER BEAN AYE

BOARDMEMBER HOYT AYE

BOARDMEMBER LUNDBERG AYE

BOARDMEMBER SWEETEN AYE

THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS –

3. **Public Hearing – Resolution #2017-4-RDA; Final Budget for FY2018 Final Budget.** The RDA Board of Directors will receive public comment on the final Lindon City Redevelopment Agency (RDA) budget for Fiscal Year (FY) 2018. The tentative RDA budget for FY 2018 was adopted on April 18, 2017. The Board also held a public meeting on the proposed budget on May 2, 2017 and a public hearing on May 16, 2017 where budget issues were discussed in detail. The Board of Directors will act to approve the final budget for FY 2018, amend the budget for FY 2017, and approve an agreement for services between the RDA and Lindon City for administrative services.

BOARDMEMBER LUNDBERG MOVED TO OPEN THE PUBLIC HEARING.
BOARDMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Kristen Colson, Finance Director, explained currently there are three (3) RDA Districts. She noted a budget amendment will be done in October to show the CDA has been activated. Of the three (3) RDA Districts only the State Street District is still collecting tax increment. The West Side District doesn't have any expenditures and District 3 is just for professional landscaping services that is going on in that area.

Mr. Cowie stated the RDA functions as an independent entity and technically contracts with the city for services. He noted the attached resolution approves that relationship and the budget.

Chairman Acerson called for any public comments. Hearing none he called for a motion to close the public hearing.

BOARDMEMBER LUNDBERG MOVED TO CLOSE THE PUBLIC HEARING. BOARDMEMBER SWEETEN SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Chairman Acerson called for any further comments or discussion from the Board. Hearing no further comments, he called for a motion.

BOARDMEMBER HOYT MOVED TO APPROVE RESOLUTION #2017-4-RDA, ADOPTING THE FY2018 RDA PROPOSED BUDGET. BOARDMEMBER BEAN SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:
BOARDMEMBER BEAN AYE
BOARDMEMBER HOYT AYE
BOARDMEMBER LUNDBERG AYE
BOARDMEMBER SWEETEN AYE
THE MOTION CARRIED UNANIMOUSLY.

ADJOURN -

BOARDMEMBER LUNDBERG MOVED TO ADJOURN THE MEETING OF THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY COUNCIL MEETING AT 8:00 P.M. BOARDMEMBER SWEETEN SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – March 6, 2018

Adam Cowie, Executive Secretary

Jeff Acerson, Chairman

RDA Agenda Item #3.

3. Public Hearing —Budget Amendments for FY 2018 (Resolution #2018-1-RDA)

(10 minutes)

The Board of Directors will receive public comment and review and consider Resolution #2018-1-RDA outlining proposed FY2018 budget amendments for the RDA.

See attached Resolution and proposed amendments for the RDA budget. Highlighted yellow items are additional proposed budget adjustments since this was reviewed in the February 20th council meeting. The 400 North and 200 North sections of road reconstruction that were being partially funding by RDA monies were needing to be carried over from FY2017 budget as the projects extended into the late summer and thus into this current fiscal year.

Sample Motion: I move to (approve, continued, deny) Resolution #2018-1-RDA.

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

RESOLUTION NO. 2018-1-RDA

A RESOLUTION OF THE REDEVELOPMENT AGENCY (RDA) OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING VARIOUS SECTIONS OF THE RDA BUDGET FOR FISCAL YEAR 2017-2018(FY2018) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Redevelopment Agency of Lindon City finds it prudent and in accordance with sound fiscal policy to amend the RDA Budget for FY2018; and

WHEREAS, the on-going budget reports indicate several items which need to be adjusted to actual costs associated with current projects and revenue/expenditure line items updated based on new information and data obtained since the budget was adopted in June of 2017; and

WHEREAS, now the Redevelopment Agency desires to amend the FY2018 Budget to reflect these more accurate numbers and needed amendments.

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

SECTION I. The FY2018 Lindon City Redevelopment Agency Budget is hereby amended as shown on the attached memorandum for specific budgetary line items as listed for the RDA.

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

PASSED AND ADOPTED by the Redevelopment Agency Board on this the 6th day of March, 2018.

Jeff Acerson, Chair

ATTEST:

Adam M. Cowie, Executive Secretary

RDA BUDGET AMENDMENT
FISCAL YEAR 2017-2018
March 6, 2018

Acct #	Note	Description	REVENUES			EXPENDITURES		
			Previous Budget	Amended Budget	Variance	Previous Budget	Amended Budget	Variance
REDEVELOPMENT AGENCY (RDA) FUND								
22-30-125	1	State St - Tax Increment	137,000	179,220	42,220			
22-30-130	1	State St - Prior Yr Tax Incr	54,000	23,705	(30,295)			
22-30-190	4	State St - Use of Fund Balance	-	24,585	24,585			
22-30-425	3	700N CDA - Tax Increment	-	72,955	72,955			
22-81-720	2	State St - Other Improvements				-	200,000	200,000
22-81-990	4	State St - Appropriate to Fund Balance				163,490	-	(163,490)
22-84-310	3	700N CDA - Professional & Tech Services				-	50,000	50,000
22-84-990	4	700N CDA - Appropriate to Fund Balance				-	22,955	22,955
			<u>191,000</u>	<u>300,465</u>		<u>163,490</u>	<u>272,955</u>	
		NET REDEVELOPMENT AGENCY (RDA) FUND INCREASE			109,465			109,465
CITYWIDE TOTAL								
		CHANGE IN REVENUES & EXPENDITURES						
		Change in Citywide Rev. & Exp.	191,000	275,880	84,880	-	50,000	50,000
		Carryover from Prior Fiscal Year	-	-	-	-	200,000	200,000
		Increase (Decrease) in Use of Fund Bal.	-	24,585	24,585			
		Increase (Decrease) in Appr. to Fund Bal.				163,490	22,955	(140,535)
		Citywide Totals	<u>191,000</u>	<u>300,465</u>		<u>163,490</u>	<u>272,955</u>	
		Net Increase (Decrease) in Rev. & Exp.			109,465			109,465

- Notes:
- 1 The State Street RDA tax increment for the current tax year came in above budget while the tax increment collected for prior tax years came in below budget. The net difference is still \$11,925 in extra revenue.
 - 2 The State Street RDA was budgeted to contribute \$200,000 in the 2017FY towards road improvements in the district on 200 N and 400 N. The project was completed in the 2018FY and so this is being carried forward from last fiscal year to this fiscal year.
 - 3 The 700 N CDA did not have a budget in this current fiscal year. With the receipt of CDA tax increment, the CDA will reimburse the Road Fund for \$41,810 in expenses incurred to establish the CDA.
 - 4 The changes in revenues and expenses are balanced and offset by changes in the use of, or appropriation to, fund balances.

10. Review & Action — Police Department Vehicle Lease, Resolution #2018-9-R (10 minutes)

Chief Josh Adams requests City Council approval of Resolution #2018-9-R allowing the Mayor and Staff to execute a future lease agreement for replacement of several existing leased police vehicles. Zions Bank requires a resolution prior to preparing final lease documents. Funds for the leased vehicles were included and approved as part of the 2017-18 budget.

This is a similar police vehicle lease agreement process that has been approved in prior years. Chief Adams will present information on the lease renewal for two existing police vehicles. The City has budgeted the full cost of the two vehicles into this fiscal year budget, but only the annual payment (approx. \$9,398 total for both vehicles) will actually be spent for the vehicles. The City is required to account for the acquisition of the vehicle total costs even though they will be turned over after a two-year lease.

Zions Bank is financing the lease and requires a resolution prior to preparing final lease documents. Staff is requesting that the Council approve the resolution and allow the Mayor to sign final lease documents once we receive final details from the dealership and Zions.

See attached resolution for additional details.

Sample Motion: I move to (approve, continue, deny) Resolution 2018-9-R and authorize the Mayor to review and sign final documents for the lease of Police Vehicles.

RESOLUTION NO. 2018-9-R

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

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

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

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

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

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

PASSED AND APPROVED by the City Council of Lindon City, Utah this 6th day of March 2018.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn Moosman, City Recorder

SEAL:

COUNCIL MEMBERS VOTING AYE

COUNCIL MEMBERS VOTING NAY

\$ 81,344.00
Lindon City
Lease Purchase Agreement

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

LEASE/PURCHASE AGREEMENT

Dated as of February 22, 2018

by and between

ZB, N.A.,
as Lessor

and

LINDON CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of February 22, 2018, by and between ZB, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank”), and Lindon City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H :

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

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

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

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

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

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) General Tax and Arbitrage Representations and Covenants.

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

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

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

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

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

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

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

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

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

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

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

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

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

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

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

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

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

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

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

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

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

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

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

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

(1) The Lessee has general taxing powers.

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

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

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

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

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

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

- or -

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

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

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

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

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

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

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for four successive additional periods of one year coextensive with Lessee’s fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on February 22, 2022, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

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

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

SECTION 3.4 Lease Payments.

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

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

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

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

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

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement

applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

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

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

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and to be in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be the named insured on such policies as its interest under this Lease may appear. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance satisfactory to Bank, if any, together with receipts for the initial premiums before the Leased Property is delivered to Lessee. Renewal policies, if any together with receipts showing payment of the applicable premiums will be delivered to Bank at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If

Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

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

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

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

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

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

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

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

shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

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

SECTION 5.4 Modification of the Leased Property.

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

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

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

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

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

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

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

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

ARTICLE VI

ASSIGNMENT AND SUBLEASING

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

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

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

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

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

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

ARTICLE IX

MISCELLANEOUS

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

If to Bank:

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

If to the Lessee:

Lindon City
 100 North State Street
 Lindon, UT 84042
Attention: Chief Cody Cullimore

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

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

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

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

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

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

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

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

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

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

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

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

ZB, N.A., as Lessor

By _____
Authorized Officer

LINDON CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of 3.97 percent (3.97 %) per annum calculated based on actual number of days elapsed during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/22/2018	9,398.39	-	-	9,398.39	9,398.39
02/22/2019	6,542.13	3.970%	2,856.24	9,398.37	9,398.37
02/22/2020	20,958.11	3.970%	2,596.52	23,554.63	23,554.63
02/22/2021	21,790.15	3.970%	1,764.48	23,554.63	23,554.63
02/22/2022	22,655.22	3.970%	899.41	23,554.63	23,554.63
Total	\$81,344.00	-	\$8,116.65	\$89,460.65	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Year	Make	Model	VIN
2018	Truck	Police Vehicle	
2018	Truck	Police Vehicle	

EXHIBIT C

RESOLUTION OF GOVERNING BODY**A resolution approving the form of the Lease/Purchase Agreement with ZB, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

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

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

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

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

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

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

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

Adopted and approved this ____ day of _____, _____.

By _____

Print

Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

COUNTY OF UTAH

) ss.

)

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

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

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

By _____

Print Name _____

Title _____

EXHIBIT D

Opinion of Lessee's Counsel

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

As counsel for Lindon City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 22nd day of February, 2018, between the Lessee and ZB, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

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

Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E
SECURITY DOCUMENTS

[Attach Utah Certificate of Title showing ZB, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

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

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZB, N.A. (the “Bank”), dated February 22, 2018 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

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

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

Lessee:

LINDON CITY

By: _____
(Authorized Signature)

Date: _____

II. Council Reports:

- A) MAG, COG, UIA, Utah Lake Commission, ULCT, NUVAS, IHC Outreach, Budget Committee
- B) Public Works, Irrigation/water, City Buildings
- C) Planning, BD of Adjustments, General Plan, Budget Committee
- D) Parks & Recreation, Trails, Tree Board, Cemetery
- E) Public Safety, Court, Lindon Days, Transfer Station/Solid Waste
- F) Admin., Community Center, Historic Comm., PG/Lindon Chamber, Budget Committee

(20 minutes)

- Jeff Acerson
- Van Broderick
- Matt Bean
- Carolyn Lundberg
- Daril Magleby
- Jacob Hoyt

I2. Administrator's Report

(10 minutes)

Misc Updates:

- March newsletter: <http://www.lindoncity.org/newsletter.htm>
- April newsletter article: **Kristen Colson** - Article due to Kathy last week in February
- Recycling pick up week will be switched starting April 6th. So recycling will get picked up on March 30th then again the next week on April 6th and then every other week going forward from that April 6th date.
- Legislative updates
- Misc. Items:

Upcoming Meetings & Events:

- April 6th-14th Spring Clean-up – (dumpsters available throughout City)
- April 25th-27th – ULCT Spring Conference in St. George

Adjourn