



AMERICAN FORK CITY COUNCIL
NOVEMBER 12, 2024
REGULAR SESSION AGENDA

Notice of Electronic Meeting

One or more City Council members may be physically absent from this meeting but may participate electronically.

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, November 12, 2024, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comment on the E-Commerce Park Annexation, consisting of 6.26 acres at approximately 1250 South 500 East.
- Receiving public comment on the Auto Mall Drive Extension Annexation, consisting of 23.92 acres at approximately 620 South 100 East.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Carroll; roll call.
2. Presentation of the HERO Award to David Bell.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. Mayor's Report

COMMON CONSENT AGENDA

(*Common Consent* is that class of Council action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda.)

1. Approval of the October 22, 2024, city council minutes.
2. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$65,797.44 and issue a Notice of Acceptance for the Edgewater North Roadway construction of public improvements located at 300 South 1100 West.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$85,784.60 and issue a Notice of Acceptance for the Edgewater Townhomes Phase 1 construction of public improvements located at 1130 West 330 South.
4. Approval of the authorization to release the Improvements Durability Retainer of \$330,264.90 for Rockwell Ranch Block 8, located at approximately 950 West 350 South.
5. Ratification of city payments (October 16, 2024, to November 5, 2024) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on approval of appointments to the Historic Preservation Commission:
 - a. Justin Russell
 - b. Brittany Snow

c. Bill Spence

2. Review and action on an ordinance approving the E-Commerce Park Annexation consisting of 6.26 acres and located at approximately 1250 South 500 East, including the ordinance of annexation, annexation agreement, and placement of the property in the Planned Industrial (PI-1) zone.
3. Review and action on an ordinance approving the Auto Mall Drive Extension Annexation, consisting of 23.92 acres and located at approximately 620 South 100 East, including the ordinance of annexation, annexation agreement, and placement of the property in the Planned Commercial (GC-2) and Planned Industrial (PI-1) zones.
4. Review and action of a Pioneering Agreement with White Horse Developers for the AF Crossings, Plat A for improvements along 620 South.
5. Review and action of a Pioneering Agreement with White Horse Developers for the AF 10 Subdivision for improvements along 620 South.
6. Review and action on approval of a setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The project is located at approximately 1080 North 350 East, American Fork City, in the PR-3.0 Zone.
7. Review and action on approval of a 5-year contract with Enterprise, Inc. for the thirty-two Axon Fleet in-car cameras for the police department's patrol vehicles.
8. Review and action on an ordinance approving the disbursement of FY 2023/2024 PARC Tax funds to Alpine Community Theater in the amount of \$8,886.00.
9. Adjournment.

Dated this 8th day of November 2024.

/s/Terilyn Lurker
City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$65,797.44 and issue a Notice of Acceptance for the Edgewater North Roadway construction of public improvements located at 300 South 1100 West.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

BUDGET IMPACT Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Edgewater North Roadway public improvements located at 300 South 1100 West. To authorize the issuance of documents and/or payments to

release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.

SUPPORTING DOCUMENTS

Edgewater North Roadway final bond release for Council 11-12-24(PDF)



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for EDGEWATER NORTH ROADWAY. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: \$65,797.44

PASSED THIS 12 DAY OF NOVEMBER 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Edgewater North Roadway final bond release for Council 11-12-24 (Final Bond Release)



BOND RELEASE REQUEST

Development Name: AFEW - Edgewater North Roadway

Development Address: 300 S. 1100 W A.F.

☐ Partial Release

☒ Final Release

☐ 10% Warranty Release

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
<u>Final Release</u>				<u>65,797.44</u>	<u>Y</u>
Total				<u>65,797.44</u>	

Bond Type: ☒ Cash Deposit ☐ Escrow Account ☐ Letter of Credit ☐ Surety Bond

Please send check/bank letter to:

Name: AFEW

Bank (if applicable): _____

Address: _____

City: Highland State: UT ZIP: 84042

Phone: _____ Email: _____

Signature: [Signature] Date: 7/8/24

Inspector Use Only	
Inspector Signature: <u>[Signature]</u>	Date: <u>10/17/24</u>

Form Number xxx-xx-xxx

Approved for use by PW Director

Date Apr 3 2018

[Signature] 10-23-24

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Attachment: Edgewater North Roadway final bond release for Council 11-12-24 (Final Bond Release)

Name of Development: Edgewater North Roadway										Date		Date		Date		Date		Date		Date		
										1/26/2021	1.Partial	2/9/2021	2.Partial	5/11/2021	3. Partial	6/22/2021	4.Partial	2/14/2023	Partial	11/12/2024	Final	
		Construction			Minimum			Upsizing			Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
Description of Item		Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursement												
SITE PREPARATION																						Balance
Mobilization		1	LS	\$5,000.00	\$5,000.00	1	LS	\$5,000.00	\$5,000.00		1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
				\$153,760.00																		
SEWER																						
8" PVC SDR-35 San. Sewer		1542	LF	\$42.00	\$64,764.00	1542	LF	\$42.00	\$64,764.00		1542	\$64,764.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
12" Steel Casing		54	LF	\$20.00	\$1,080.00	54	LF	\$20.00	\$1,080.00			\$0.00		\$0.00		\$0.00		\$0.00	54	\$1,080.00		\$0.00
12" PVC SDR-35 San. Sewer		583	LF	\$52.00	\$30,316.00	583	LF	\$42.00	\$24,486.00	\$5,830.00		\$0.00		\$0.00		\$0.00		\$0.00	583	\$24,486.00		\$0.00
4' Sewer Manholes		5	Each	\$4,600.00	\$23,000.00	5	Each	\$4,600.00	\$23,000.00		5	\$23,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5' Sewer Manholes		6	Each	\$5,600.00	\$33,600.00	6	Each	\$5,600.00	\$33,600.00		4	\$22,400.00		\$0.00		\$0.00	2	\$11,200.00		\$0.00		\$0.00
Testing, Cleaning, and Inspections		1	LS	\$1,000.00	\$1,000.00	1	LS	\$1,000.00	\$1,000.00			\$0.00		\$0.00		\$0.00		\$0.00	1	\$1,000.00		\$0.00
				\$398,530.00																		
CULINARY WATER																						
16" D-900 DR18 PVC CUL. WATER		623	LF	\$155.00	\$96,565.00	623	LF	\$55.00	\$34,265.00	\$62,300.00		\$0.00		\$0.00	0	\$0.00		\$0.00	623	\$34,265.00		\$0.00
16" G.V. WITH RESTRAIED JOINTS		4	Each	\$8,000.00	\$32,000.00	4	Each	\$2,000.00	\$8,000.00	\$24,000.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$8,000.00		\$0.00
16" Fitting		4	Each	\$900.00	\$3,600.00	4	Each	\$750.00	\$3,000.00	\$600.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$3,000.00		\$0.00
12" D-900 DR18 PVC CUL. WATER		18	LF	\$105.00	\$1,890.00	18	LF	\$55.00	\$990.00	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$990.00
12" G.V. WITH RESTRAIED JOINTS		1	Each	\$4,000.00	\$4,000.00	1	Each	\$2,000.00	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,000.00
8" D-900 DR18 PVC CUL. WATER		2325	LF	\$55.00	\$127,875.00	2325	LF	\$55.00	\$127,875.00		1090	\$59,950.00	1235	\$67,925.00		\$0.00		\$0.00	18	\$990.00		\$0.00
8" G.V. with RESTRAINED JOINTS		19	Each	\$2,000.00	\$38,000.00	19	Each	\$2,000.00	\$38,000.00			\$0.00	19	\$38,000.00		\$0.00		\$0.00	1	\$2,000.00		\$0.00
8" Fitting		8	Each	\$750.00	\$6,000.00	8	Each	\$750.00	\$6,000.00			\$0.00	8	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00
FIRE HYDRANTS		7	Each	\$6,500.00	\$45,500.00	7	Each	\$6,500.00	\$45,500.00			\$0.00	7	\$45,500.00		\$0.00		\$0.00		\$0.00		\$0.00
1" WATER LATS		8	Each	\$1,000.00	\$8,000.00	8	Each	\$1,000.00	\$8,000.00			\$0.00	8	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Water Laterals		4	Each	\$3,000.00	\$12,000.00	4	Each	\$3,000.00	\$12,000.00			\$0.00		\$0.00		\$0.00	4	\$12,000.00		\$0.00		\$0.00
2" Fire Line		5	Each	\$1,500.00	\$7,500.00	5	Each	\$1,500.00	\$7,500.00			\$0.00		\$0.00		\$0.00	5	\$7,500.00		\$0.00		\$0.00
6" TEMP B.O.		1	Each	\$1,500.00	\$1,500.00	1	Each	\$1,500.00	\$1,500.00			\$0.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00
		8	Each	\$1,300.00	\$10,400.00	8	Each	\$1,300.00	\$10,400.00			\$0.00	8	\$10,400.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, and Inspections		1	LS	\$3,700.00	\$3,700.00	1	LS	\$3,700.00	\$3,700.00			\$0.00		\$0.00		\$0.00	1	\$3,700.00		\$0.00		\$0.00
												\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																						
8" Pressure Irrigation		2661	LF	\$29.00	\$77,169.00	2661	LF	\$29.00	\$77,169.00		1030	\$29,870.00	1631	\$47,299.00		\$0.00		\$0.00		\$0.00		\$0.00
8" P.I. Valves		21	Each	\$2,000.00	\$42,000.00	21	Each	\$2,000.00	\$42,000.00			\$0.00	21	\$42,000.00		\$0.00		\$0.00		\$0.00		\$0.00
8" P.I. Fittings		3	Each	\$750.00	\$2,250.00	3	Each	\$750.00	\$2,250.00			\$0.00	3	\$2,250.00		\$0.00		\$0.00		\$0.00		\$0.00
1" PI Lateral		7	Each	\$1,000.00	\$7,000.00	7	Each	\$1,000.00	\$7,000.00			\$0.00		\$0.00		\$0.00	7	\$7,000.00		\$0.00		\$0.00
1.5" PI Lateral		1	Each	\$2,000.00	\$2,000.00	1	Each	\$2,000.00	\$2,000.00			\$0.00		\$0.00		\$0.00	1	\$2,000.00		\$0.00		\$0.00
6" Temp B.O.		1	Each	\$1,300.00	\$1,300.00	1	Each	\$1,300.00	\$1,300.00			\$0.00	1	\$1,300.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Temp B.O.		10	Each	\$1,300.00	\$13,000.00	10	Each	\$1,300.00	\$13,000.00			\$0.00	10	\$13,000.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, and Inspections		1	LS	\$1,400.00	\$1,400.00	1	LS	\$1,400.00	\$1,400.00			\$0.00		\$0.00		\$0.00	1	\$1,400.00		\$0.00		\$0.00
					\$0.00							\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																						
Street Lights		8	Each	\$5,500.00	\$44,000.00	8	Each	\$5,500.00	\$44,000.00			\$0.00		\$0.00		\$0.00		\$0.00	8	\$44,000.00		\$0.00
ADA Ramps		15	Each	\$2,000.00	\$30,000.00	15	Each	\$2,000.00	\$30,000.00			\$0.00		\$0.00		\$0.00		\$0.00	8	\$16,000.00		\$14,000.00
4" X gutter		56	LF	\$40.00	\$2,240.00	56	LF	\$40.00	\$2,240.00			\$0.00		\$0.00		\$0.00	56	\$2,240.00		\$0.00		\$0.00
6" CURB WALL		285	LF	\$22.00	\$6,270.00	285	LF	\$22.00	\$6,270.00			\$0.00		\$0.00		\$0.00	285	\$6,270.00		\$0.00		\$0.00
Curb and Guter		3897	LF	\$22.00	\$85,734.00	3897	LF	\$22.00	\$85,734.00			\$0.00		\$0.00	727.27	\$16,000.00	3169.73	\$69,734.06		\$0.00		\$0.00
Asphalt		99298	SF	\$3.30	\$327,683.40	99298	SF	\$3.30	\$327,683.40			\$0.00		\$0.00	30303.03	\$100,000.00	68994.97	\$227,683.40		\$0.00		\$0.00
2-6" Conduits		2090	LF	\$7.00	\$14,630.00	0	LF	\$7.00	\$0.00	\$14,630.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Concrete Verge		7840	SF	\$6.50	\$50,960.00	0	SF	\$6.50	\$0.00	\$50,960.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7" Cycle Track		6860	SF	\$7.50	\$51,450.00	0	SF	\$7.50	\$0.00	\$51,450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7" Cycle Grip MMAX		4900	SF	\$6.25	\$30,625.00	0	SF	\$6.25	\$0.00	\$30,625.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sidewalk		20626	SF	\$6.50	\$134,069.00	20626	SF	\$6.50	\$134,069.00			\$0.00		\$0.00		\$0.00	20626	\$134,069.00		\$0.00		\$0.00
SWPPP Inspections and BMP		1	LS	\$9,100.00	\$9,100.00	1	LS	\$9,100.00	\$9,100.00			\$0.00		\$0.00		\$0.00	0.5	\$4,550.00	0.5	\$4,550.00		\$0.00
AS-Built Drawings and Survey		1	LS	\$17,400.00	\$17,400.00	1	LS	\$17,400.00	\$17,400.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$17,400.00
Monuments		2	Each	\$500.00	\$1,000.00	2	Each	\$500.00	\$1,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,000.00
					\$0.00				\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																						
36" RCP SD		726	LF	\$115.00	\$83,490.00	726	LF	\$45.00	\$32,670.00	\$50,820.00		\$0.00		\$0.00		\$0.00		\$0.00	726	\$32,670.00		\$0.00
24" RCP SD		405	LF	\$65.00	\$26,325.00	405	LF	\$45.00	\$18,225.00	\$8,100.00		\$0.00	405	\$18,225.00		\$0.00		\$0.00		\$0.00		\$0.00
15" RCP SD		716	LF	\$45.00	\$32,220.00	716	LF	\$45.00	\$32,220.00		290	\$13,050.00	716	\$32,220.00		\$0.00		\$0.00	-290	-\$13,050.00		\$0.00
18" RCP SD		945	LF	\$53.00	\$50,085.00	945	LF	\$45.00	\$42,525.00	\$7,560.00	264	\$11,880.00	945	\$42,525.00		\$0.00		\$0.00	-264	-\$11,880.00		\$0.00
R-Tank		1	LS	\$7,800.00	\$7,800.00	1	LS	\$7,800.00	\$7,800.00		0	\$0.00		\$0.00		\$0.00		\$0.00	1	\$7,800.00		\$0.00
Catch Basin		13	Each	\$2,500.00	\$32,500.00	13	Each	\$2,500.00	\$32,500.00			\$0.00	13	\$32,500.00		\$0.00		\$0.00		\$0.00		\$0.00
5' Storm Drain Manholes		15	Each	\$4,200.00	\$63,000.00	15	Each	\$4,200.00	\$63,000.00			\$0.00	15	\$63,000.00		\$0.00		\$0.00		\$0.00		\$0.00
6' Storm Drain Manholes		4	Each	\$5,000.00	\$20,000.00	4	Each	\$4,200.00	\$16,800.00	\$3,200.00		\$0.00	0	\$0.00	4	\$16,800.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, and Inspections		1	LS	\$1,600.00	\$1,600.00	1	LS	\$1,600.00	\$1,600.00			\$0.00		\$0.00		\$0.00		\$0.00	1	\$1,600.00		\$0.00
									\$0.00													
CONSTRUCTION MANAGEMENT/MISC.																						
Street Sign		4	Each	\$225.00	\$900.00	4	Each	\$225.00	\$900.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$900.00
Traffic Sign		4	Each	\$300.00	\$1,200.00	4	Each	\$300.00	\$1,200.00													

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 12th day of August, 2020, by and between, Bank of Utah a Utah Banking Institution, (hereinafter referred to as the “Bank”), AFEW1 Limited Liability Company, (hereinafter referred to as the “Developer”), and American Fork City, a Municipal Corporation of the State of Utah (hereinafter referred to as the “City”).

WHEREAS, Developer desires to construct and develop a subdivision in American Fork City located at approximately 300 South 1100 West, American Fork, Utah 84003, and known as Edgewater North Roadway (“Development”); and

WHEREAS, the American Fork Municipal Code requires the Developer to provide an improvement completion assurance and/or improvement warranty (hereinafter “Performance Guarantee”) that improvements will be installed as shown on the final plat; and

WHEREAS, Developer has chosen to utilize an escrow account for such Performance Guarantee;

WHEREAS, the Developer has placed the sum of One Million Six Hundred Ninety Seven Thousand Four hundred Eighty Four dollars and 44 cents (\$1,697,484.44) in an escrow account in the name of AFEW1 with account Number 21546858 with the Bank to guarantee construction of the required improvements pursuant to the terms of the American Fork Municipal Code;

NOW THEREFORE, in consideration of the funds paid to the Bank by the Developer, it is hereby agreed as follows:

1. Bank shall reserve the funds deposited by the Developer to guarantee and assure the construction of the required improvements for the Development, pursuant to American Fork Municipal Code.

2. The City shall have sole power to authorize the release of any funds held. No money may be released by the Bank without prior written authorization from the City.
3. Final release of this Performance Guarantee to the Developer is conditional upon the Developer's satisfactory completion of all improvements required under American Fork Municipal Code and upon delivery by the Developer to the City of a preliminary title report, in a form acceptable to the City, showing that there are no liens or encumbrances on the subject property except such liens and encumbrances as are specifically approved in writing by the City.
4. The Developer shall complete all public improvements required by the American Fork Municipal Code within a period of two hundred seventy five (275) days from the date of approval of the final plat by the City Council. If the required improvements are not completed satisfactory to the City Council within that time, or an extension of time has not been approved by the City, the City may declare the Developer in Default of this agreement and pursue the remedies provided herein. Upon the Developer's completion of all said improvements, the City shall make an inspection of the improvements. If the City finds that all required improvements are satisfactory, all liens have been paid, and title conditions on the subject property are satisfactory, as evidenced by the aforementioned preliminary title report, the City may release up to ninety percent (90%) of the escrow account to the Developer.
5. The remaining ten percent (10%) shall be held for an additional one (1) year as an improvement warranty against latent defects in material or workmanship. If, prior to or at the end of the improvement warranty period, the condition of materials or workmanship shows unusual depreciation or does not comply with standards of the City, or if any outstanding liens are not paid, the City Council may declare the Developer to be in default. The Developer

acknowledges that it has informed or will inform its contractors and subcontractors of the release provision of this escrow account.

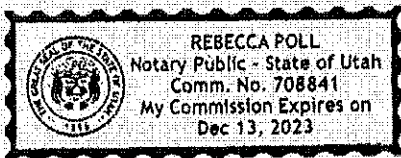
6. It is also agreed that violation of the American Fork Municipal Code, State Statutes, or Federal Regulations with respect to the Development, or deviation in any way from the approved plat and specifications of the subdivision, may be considered grounds for declaration of default of the developer's obligations hereunder.
7. In the event the City Council determines that there has been a breach by the Developer of his obligations pursuant to the terms of the American Fork Municipal Code it may declare the Developer to be in default. Upon a declaration by the City Council that the Developer is in default, the City shall provide written notice of such default to the Bank, whereupon the Bank shall, within ten (10) days of receipt of said written notification from the City, release all funds held by the Bank to City, and City shall apply said funds to the cost of construction or repair of the required improvements.
8. Developer hereby agrees that the Bank is entitled to release all said funds to the City upon receipt of written notice by the City to the Bank as described in the preceding paragraph.
9. Should the Bank refuse to release all said funds to the City within ten (10) days of written notification to the Bank by the City, the Bank shall be liable for all damages resulting from said refusal.
10. Should the escrow account contain insufficient funds to complete the work, the City is entitled to pursue legal action to recover the shortage from the Developer.
11. Should any party to this Agreement default in performance of any terms contained herein, the non-defaulting party shall be entitled to reasonable attorney's fees and costs of Court incurred by the non-defaulting party in enforcing any of the terms of this Agreement.

12. This Agreement shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors, and assigns.
13. This Agreement is not intended and shall not be construed to make any person, firm, or corporation a third-party beneficiary of any duty to be performed under this Agreement by City, its officers, agent or employees.
14. The signatories to this Agreement expressly represent and warrant that they have authority to act for and on behalf of the Obligor, the Developer and the City respectively.

BANK

Rachel Phillips
 By: Rachel Phillips
 Its: VP Water Operations Manager

On this 12 day of August, 2020, the foregoing instrument was acknowledged before me by Rachel Phillips, [Title] VP.



Notary Public: Rebecca Poll
 Residing at: Ogden, UT

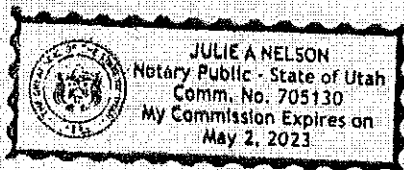
Signatures on next page

DEVELOPER

AFEW1 Limited Liability Company

TACE, LLC, Manager of AFEW
Limited Liability Company

By:

Bart Brockbank, Manager of TACE, LLCOn this 19 day of August, 2020, the foregoing instrument was acknowledged before me by
Bart Brockbank, [Title] Manager.

Notary Public:

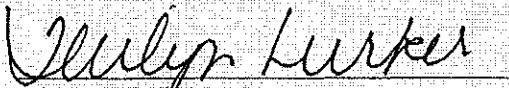
Residing at:

Julie A. Nelson
Sandy UT

AMERICAN FORK CITY


 Bradley J. Frost, Mayor

ATTEST:


 Marilyn Lurker
 City Recorder




**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$85,784.60 and issue a Notice of Acceptance for the Edgewater Townhomes Phase 1 construction of public improvements located at 1130 West 330 South.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

BUDGET IMPACT Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Edgewater Townhomes Phase 1 public improvements located at 1130 West 330 South. To authorize the issuance of documents and/or payments to

release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.

SUPPORTING DOCUMENTS

Edgewater Townhomes Phase 1 final bond release for Council 11-12-24 (PDF)



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for EDGEWATER TOWNHOMES PHASE 1. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: \$85,784.60

PASSED THIS 12 DAY OF NOVEMBER 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Edgewater Townhomes Phase 1 final bond release for Council 11-12-24 (Final Bond Release)

Development Name: EDGEWATER TOWNHOMES PH 1

Development Address: 1130 W 330 S

*All outstanding fees must be paid prior to any release.

☐ Partial Improvement Assurance Release

☒ Final Improvement Assurance Release

☐ Improvement Warranty Release
(10% Durability Release) _____

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
FINAL RELEASE				85,784.60	Y
			Total	85,784.60	

Bond Type: ☐ Cash Deposit ☒ Escrow Account ☐ Letter of Credit ☐ Surety Bond

Please send check/bank letter to:

Name: BANK OF UTAH / AFEW1, LLC

Bank (if applicable): BANK OF UTAH

Address: _____


City: _____ State: _____ Zip: _____

Phone: _____ :mail: _____

Signature:  Date: 5-31-23

City Official Use Only

☒ Fees paid and current

Administrative Signature: 

Date: 10-23-24

Inspector Signature: [Signature]

Date: 10/17/24

Name of Development: Edgewater Townhome Phase 1

Date		Date		Date		Date		Date		Date	
4/27/2021	#1 Partial	7/27/2021	#2 Partial	11/12/2024	Final						

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
SITE PREPARATION																	
	SWPPP	1	LS	\$10,000.00	\$10,000.00		\$0.00	0.5	\$5,000.00	0.5	\$5,000.00		\$0.00		\$0.00		\$0.00
SEWER																	
	8" PVC Sewer Line	1608	LF	\$42.00	\$67,536.00	749	\$31,458.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4' Sewer Manhole	10	Each	\$4,600.00	\$46,000.00	3	\$13,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	5' Sewer Manhole	4	Each	\$6,500.00	\$26,000.00	1	\$6,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sanitary Sewer Lateral Connection	94	Each	\$1,200.00	\$112,800.00	46	\$55,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$750.00	\$750.00		\$0.00	1	\$750.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER																	
	8" C-900	2369	LF	\$55.00	\$130,295.00	675	\$37,125.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate Valve with Restrained Joint	22	Each	\$2,000.00	\$44,000.00	2	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Fittings	13	Each	\$750.00	\$9,750.00	2	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Service Lateral	94	Each	\$1,000.00	\$94,000.00	46	\$46,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Fire Hydrant	5	Each	\$6,500.00	\$32,500.00	2	\$13,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Temporary Blowoff	5	Each	\$1,300.00	\$6,500.00		\$0.00		\$0.00	5	\$6,500.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																	
	8" PVC Pipe	414	LF	\$29.00	\$12,006.00	414	\$12,006.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Irrigation Service	8	Each	\$1,000.00	\$8,000.00		\$0.00	8	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Temporary Blowoff	1	Each	\$1,300.00	\$1,300.00	1	\$1,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$225.00	\$225.00	1	\$225.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																	
	ADA Ramp	12	Each	\$2,000.00	\$24,000.00		\$0.00		\$0.00	12	\$24,000.00		\$0.00		\$0.00		\$0.00
	4' X Gutter	141	LF	\$40.00	\$5,640.00		\$0.00	141	\$5,640.00		\$0.00		\$0.00		\$0.00		\$0.00
	Curb and Gutter	859	LF	\$22.00	\$18,898.00		\$0.00	859	\$18,898.00		\$0.00		\$0.00		\$0.00		\$0.00
	Asphalt	16926	SF	\$3.30	\$55,855.80		\$0.00		\$0.00	16926	\$55,855.80		\$0.00		\$0.00		\$0.00
	Sidewalk	4445	SF	\$6.50	\$28,892.50		\$0.00	4445	\$28,892.50		\$0.00		\$0.00		\$0.00		\$0.00
	Monuments	2	Each	\$500.00	\$1,000.00		\$0.00		\$0.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																	
	15" RCP Storm Drain	998	LF	\$45.00	\$44,910.00	313	\$14,085.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Catch Basin	4	LF	\$2,500.00	\$10,000.00		\$0.00		\$0.00	4	\$10,000.00		\$0.00		\$0.00		\$0.00
	5' Storm Drain Manhole	12	LF	\$4,200.00	\$50,400.00	3	\$12,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,300.00	\$2,300.00		\$0.00		\$0.00	1	\$2,300.00		\$0.00		\$0.00		\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
	As built Drawings & Survey	1	LS	\$3,407.00	\$3,407.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Street Sign	6	Each	\$225.00	\$1,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Traffic Sign	6	Each	\$300.00	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
LANDSCAPING 10-2315-000																	
	Street Trees	4	Each	\$300.00	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sod & Irrigation	3556	SF	\$2.85	\$10,134.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Improvement Completion Assurance (Infrastructure)	\$902,142.90	\$189,970.61	\$69,030.50	\$85,784.60	\$0.00	\$0.00	\$0.00
Improvement Warranty (Infrastructure)	\$90,214.29						
TOTAL BOND (Infrastructure)	\$992,357.19	**Final bond release in the amount of \$85,784.60 for 11-12-24					
Bond amount posted \$435,000.00							

Attachment: Edgewater Townhomes Phase 1 final bond release for Council 11-12-24 (Final Bond Release)

Balance
\$0.00
\$36,078.00
\$32,200.00
\$19,500.00
\$57,600.00
\$0.00
\$93,170.00
\$40,000.00
\$8,250.00
\$48,000.00
\$19,500.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$30,825.00
\$0.00
\$37,800.00
\$0.00
\$3,407.00
\$1,350.00
\$1,800.00
\$1,200.00
\$10,134.60

\$0.00	Available for Release
\$90,214.29	Durability Period

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 1st day of November, 2020, by and between, Bank of Utah a Utah Banking Institution, (hereinafter referred to as the "Bank"), AFEW1 Limited Liability Company, (hereinafter referred to as the "Developer"), and American Fork City, a Municipal Corporation of the State of Utah (hereinafter referred to as the "City").

WHEREAS, Developer desires to construct and develop a subdivision in American Fork City located at approximately 300 South 1100 West, American Fork, Utah 84003, and known as Edgewater Townhomes at American Fork Plats 1, 2, and 3 Phase 1 ("Development"); and

WHEREAS, the American Fork Municipal Code requires the Developer to provide an improvement completion assurance and/or improvement warranty (hereinafter "Performance Guarantee") that improvements will be installed as shown on the final plat; and

WHEREAS, Developer has chosen to utilize an escrow account for such Performance Guarantee;

WHEREAS, the Developer has placed the sum Four hundred Thirty Five Thousand and no cents (\$435,000.00) in an escrow account in the name of AFEW1 with account Number 21546858 with the Bank to guarantee construction of the required improvements pursuant to the terms of the American Fork Municipal Code;

NOW THEREFORE, in consideration of the funds paid to the Bank by the Developer, it is hereby agreed as follows:

1. Bank shall reserve the funds deposited by the Developer to guarantee and assure the construction of the required improvements for the Development, pursuant to American Fork Municipal Code.

2. The City shall have sole power to authorize the release of any funds held. No money may be released by the Bank without prior written authorization from the City.
3. Final release of this Performance Guarantee to the Developer is conditional upon the Developer's satisfactory completion of all improvements required under American Fork Municipal Code and upon delivery by the Developer to the City of a preliminary title report, in a form acceptable to the City, showing that there are no liens or encumbrances on the subject property except such liens and encumbrances as are specifically approved in writing by the City.
4. The Developer shall complete all public improvements required by the American Fork Municipal Code within a period of two hundred seventy five (275) days from the date of approval of the final plat by the City Council. If the required improvements are not completed satisfactory to the City Council within that time, or an extension of time has not been approved by the City, the City may declare the Developer in Default of this agreement and pursue the remedies provided herein. Upon the Developer's completion of all said improvements, the City shall make an inspection of the improvements. If the City finds that all required improvements are satisfactory, all liens have been paid, and title conditions on the subject property are satisfactory, as evidenced by the aforementioned preliminary title report, the City may release up to ninety percent (90%) of the escrow account to the Developer.
5. The remaining ten percent (10%) shall be held for an additional one (1) year as an improvement warranty against latent defects in material or workmanship. If, prior to or at the end of the improvement warranty period, the condition of materials or workmanship shows unusual depreciation or does not comply with standards of the City, or if any outstanding liens are not paid, the City Council may declare the Developer to be in default. The Developer

acknowledges that it has informed or will inform its contractors and subcontractors of the release provision of this escrow account.

6. It is also agreed that violation of the American Fork Municipal Code, State Statutes, or Federal Regulations with respect to the Development, or deviation in any way from the approved plat and specifications of the subdivision, may be considered grounds for declaration of default of the developer's obligations hereunder.
7. In the event the City Council determines that there has been a breach by the Developer of his obligations pursuant to the terms of the American Fork Municipal Code it may declare the Developer to be in default. Upon a declaration by the City Council that the Developer is in default, the City shall provide written notice of such default to the Bank, whereupon the Bank shall, within ten (10) days of receipt of said written notification from the City, release all funds held by the Bank to City, and City shall apply said funds to the cost of construction or repair of the required improvements.
8. Developer hereby agrees that the Bank is entitled to release all said funds to the City upon receipt of written notice by the City to the Bank as described in the preceding paragraph.
9. Should the Bank refuse to release all said funds to the City within ten (10) days of written notification to the Bank by the City, the Bank shall be liable for all damages resulting from said refusal.
10. Should the escrow account contain insufficient funds to complete the work, the City is entitled to pursue legal action to recover the shortage from the Developer.
11. Should any party to this Agreement default in performance of any terms contained herein, the non-defaulting party shall be entitled to reasonable attorney's fees and costs of Court incurred by the non-defaulting party in enforcing any of the terms of this Agreement.

12. This Agreement shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors, and assigns.
13. This Agreement is not intended and shall not be construed to make any person, firm, or corporation a third-party beneficiary of any duty to be performed under this Agreement by City, its officers, agent or employees.
14. The signatories to this Agreement expressly represent and warrant that they have authority to act for and on behalf of the Obligor, the Developer and the City respectively.

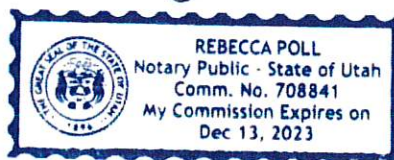
BANK

Rachel Phillips
 By: Rachel Phillips
 Its: VP Loan Operations manager

On this 2 day of November, 2020, the foregoing instrument was acknowledged before me by Rachel Phillips, [Title] VP Loan Operations Manager

Notary Public: Rebecca Poll

Residing at: Ogden



Signatures on next page

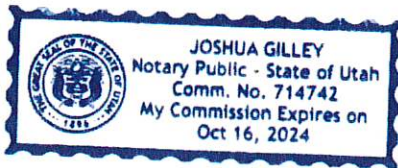
DEVELOPER

AFEW1 Limited Liability Company

TACE, LLC, Manager of AFEW1
Limited Liability Company

By: [Signature]
Bart Brockbank, Manager of TACE, LLC

On this 4 day of November, 2020, the foregoing instrument was acknowledged before me by
Bart Brockbank, [Title] Manager.



Notary Public: [Signature]

Residing at: ORSM

AMERICAN FORK CITY

[Signature]
Bradley J. Frost, Mayor

ATTEST:

[Signature]
City Recorder





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$330,264.90 for Rockwell Ranch Block 8, located at approximately 950 West 350 South.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Durability Retainer be released. The improvements were found in a condition meeting City standards for workmanship and performance after one (1) year of service.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

BUDGET IMPACT Following the release of the Improvements Durability Retainer, the City is responsible for all future maintenance and replacement costs for any publicly-owned property or improvement. In developments with Home-Owners or Unit-Owners Associations, all common area maintenance and replacement responsibilities will then fall to the Association. All privately-owned improvements will be the responsibility of the owner of the given parcel.

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$330,264.90 for Rockwell Ranch Block 8. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Rockwell Ranch Block 8 warranty bond release for Council 11-12-24 (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for ROCKWELL RANCH BLOCK 8 pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

The City Council hereby authorizes the City Engineer to issue a letter to the financial guarantee institution authorizing release of the Improvement Warranty or to issue an authorized City check as appropriate for the type of guarantee provided.

Amount Released: \$330,264.90

PASSED THIS 12 DAY OF NOVEMBER 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Rockwell Ranch Block 8 warranty bond release for Council 11-12-24 (Durability Release)



BOND RELEASE REQUEST

Development Name: Rockwell Ranch B8

Development Address: 950 W 350 S, 960 W 350 S

☐ Partial Release

☐ Final Release

☒ 10% Warranty Release

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Warranty release				330,264.90	Y
Total				330,264.90	

Bond Type: ☐ Cash Deposit ☐ Escrow Account ☐ Letter of Credit ☒ Surety Bond

Please send check/bank letter to:

Name: White Horse Land

Bank (if applicable): _____

Address: 42 E. 1100 S. Ste 1B

City: American Fork State: UT ZIP: 84003

Phone: _____ Email: hunter@keyut.com

Signature: [Signature] Date: 10/11/24

Inspector Use Only	
Inspector Signature: <u>[Signature]</u>	Date: <u>10/15/24</u>

[Signature]

10-16-24

Name of Development: Rockwell Ranch Block 8						Date		Date		Date		Date		Date		Date		
						11/12/2024	Warranty											
	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
SITE PREPARATION																		
	Mobilization	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP																		
	Swppp	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
EARTHWORK																		
	Import & Place Fill	854	CY	\$29.00	\$24,766.00	854	\$24,766.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Subgrade Prep	27772	SF	\$0.15	\$4,165.80	27772	\$4,165.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																		
	4" PVC Sewer Lateral	9	Each	\$2,400.00	\$21,600.00	9	\$21,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" PVC Sewer Line	224	LF	\$71.00	\$15,904.00	224	\$15,904.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	48" Sewer Manhole Precast	2	Each	\$6,000.00	\$12,000.00	2	\$12,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	60" Sewer Manhole Precast	1	Each	\$9,500.00	\$9,500.00	1	\$9,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sewer Testing and Cleaning	1	LS	\$875.00	\$875.00	1	\$875.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sewer Connection	1	Each	\$3,400.00	\$3,400.00	1	\$3,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																		
	8" Culinary Water	134	LF	\$90.00	\$12,060.00	134	\$12,060.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve	1	Each	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Water Fittings	1	Each	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Culinary Water	170	LF	\$63.00	\$10,710.00	170	\$10,710.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Fittings	1	Each	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Water	2	Each	\$6,500.00	\$13,000.00	2	\$13,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly	1	Each	\$9,000.00	\$9,000.00	1	\$9,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1" Water Service Lateral	10	Each	\$3,000.00	\$30,000.00	10	\$30,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Air Vac Assembly	3	Each	\$5,000.00	\$15,000.00	3	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Water Testing and Cleaning	1	LS	\$400.00	\$400.00	1	\$400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																		
	Asphalt 3" - Standard Road	7679	SF	\$2.30	\$17,661.70	7679	\$17,661.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Roadbase 8" Hauled, Placed & Compacted	650	TN	\$24.00	\$15,600.00	650	\$15,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	24" Reverse Pan Curb & Gutter	387	LF	\$27.00	\$10,449.00	387	\$10,449.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	24" Collector Curb & Gutter	70	LF	\$30.00	\$2,100.00	70	\$2,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Driveway Approach	170	SF	\$15.00	\$2,550.00	170	\$2,550.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Concrete Waterway	822	SF	\$16.00	\$13,152.00	822	\$13,152.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Concrete Pavement 6"	578	SF	\$8.00	\$4,624.00	578	\$4,624.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sidewalk 5"	309	SF	\$9.00	\$2,781.00	309	\$2,781.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Striping	1	LS	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STORM DRAIN																		
	12" ADS Storm Drain	22	LF	\$130.00	\$2,860.00	22	\$2,860.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	36" SD Cleanout Box	1	Each	\$6,000.00	\$6,000.00	1	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Flared End Section	1	Each	\$720.00	\$720.00	1	\$720.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Testing and Cleaning	1	LS	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																		
	Construction Staking	1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Signage	1	LS	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Subdivision Monument	2	Each	\$450.00	\$900.00	2	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
LANDSCAPING 10-2315-000																		
	Parkstrip Landscaping	2550	SF	\$4.00	\$10,200.00	2550	\$10,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
						\$295,978.50	\$295,978.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00 Available for Release
10% Durability - retained at ICG release						\$29,597.85												\$29,597.85 Durability Period
ICG Amount						\$330,264.90	**Warranty has been completed. Release the surety bond in the amount of \$330,264.90 11/12/24											

Recording Fees	10-3470-500		
Plat (Base)	\$30.00	\$	-
Plus Per Lot	\$1.00	\$	-
First Page	\$10.00	\$	-
Each Additional Page	\$2.00	\$	-
Subtotal	\$ -		

Street Lights	10-4410-276		
Street Lights	0	Each	\$ 5,000.00 \$ -

Total Fees \$0.00

Total Bond & Fees \$330,264.90

Attachment: Rockwell Ranch Block 8 warranty bond release for Council 11-12-24 (Durability Release)

AIA Document A312™ – 2010

Performance Bond

Bond No

CONTRACTOR:

(Name, legal status and address)

Red Pine Construction, LLC**520 South 850 East #A4****Lehi, UT 84043****OWNER:**

(Name, legal status and address)

White Horse Developers LLC**520 S. 850 E.****Lehi, UT 84043****CONSTRUCTION CONTRACT**Date: **April 07, 2022**Amount: **Three Hundred Thirty Thousand Two Hundred Sixty-four And 90/100 (\$330,264.90)**

Description:

(Name and location) **Rockwell Ranch Block 8****SURETY:**

(Name, legal status and principal place

of business) **Atlantic Specialty Insurance Company****605 Highway 169 North, Suite 800****Plymouth, MN 55441**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BONDDate: **May 03, 2022**


(Not earlier than Construction Contract Date)

Amount: **Three Hundred Thirty Thousand Two Hundred Sixty-four And 90/100 (\$330,264.90)**Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Red Pine Construction, LLC**SURETY**


Company: (Corporate Seal)

Atlantic Specialty Insurance CompanySignature: 

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name

and Title:

Joshua R. Loftis, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**CSDZ, LLC****1600 Aspen Commons, Suite 990****Middleton, WI 53562****OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address



Signature:

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

DUAL OBLIGEE RIDER

To be attached to and form a part of Bond No.

on behalf of: **Red Pine Construction, LLC**

given to: **White Horse Developers LLC**

for: **Rockwell Ranch Block 8**

Consent is hereby given by the Principal, Surety and the Owner, to include the name(s) of:

American Fork City
51 E. Main Street, American Fork, UT 84003

as additional Obligee(s) under this bond.

The foregoing, however, is subject to the following further provisions:

1. The Surety shall not be liable under this bond to the Obligees or any of them unless the said Obligees or any of them shall make payment to the Principal strictly in accordance with the terms of the contract as to payment, and shall perform all the other obligations to be performed under the contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under said bond to the said Obligees, as their interests may appear, is limited to the penal sum of the said bond, and provided, further, that the Surety may, at its option, make any payments under said bond on check issued jointly to the said Obligees.

Signed, sealed and dated this 3rd day of May 2022.

Red Pine Construction, LLC

By:  _____

Atlantic Specialty Insurance Company

By:  _____
Joshua R. Loftis, Attorney-in-Fact

Attachment: Rockwell Ranch Block 8 warranty bond release for Council 11-12-24 (Durability Release)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Melinda C. Blodgett, R.C. Bowman, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Rachel Thomas, C. White, Emily White, Nathan Weaver, Nicole Stillings**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

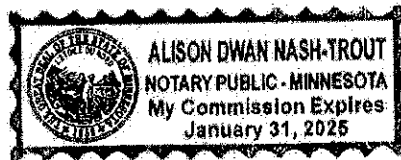
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of May, 2022.



This Power of Attorney expires
January 31, 2025

Kara Barrow

Kara Barrow, Secretary



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on approval of appointments to the Historic Preservation Commission: a. Justin Russell b. Brittany Snow c. Bill Spence

SUMMARY RECOMMENDATION

Recommend approval of the appointments.

BACKGROUND

The following names are being submitted for approval of appointment to the Historic Preservation Commission:

Justin Russell
Brittany Snow
Bill Spence

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the appointments of Justin Russell, Brittany Snow, and Bill Spence to the Historic Preservation Commission.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on an ordinance approving the E-Commerce Park Annexation, consisting of 6.26 acres and located at approximately 1250 South 500 East, including the ordinance of annexation, annexation agreement, and placement of the property in the PI-1 zone.

SUMMARY RECOMMENDATION

The Planning Commission recommended approval of the proposed zoning at the October 16, 2024 meeting.

BACKGROUND

The applicant has applied for annexation within American Fork City. The project area is proposed to have the PI-1 zoning designation assigned to the land, which is informed by the underlying land use, per the City Code.

Approval would include the ordinance of annexation, annexation agreement, and placement of the property in the PI-1 zone. With approval, the city recorder will be able to finish up the annexation process.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to adopt the ordinance approving the E-Commerce Park Annexation, consisting of 6.26 acres and located at approximately 1250 South 500 East, including the ordinance of annexation, annexation agreement, and placement of the property in the PI-1 zone, and authorize the city to sign all necessary documents.

SUPPORTING DOCUMENTS

8. Annexation Ordinance - E-Commerce Park Annexation (PDF)
5. E-Commerce Park Annexation Zoning - Staff Report (PDF)
E-Commerce Park Annexation - Annexation Agreement - APPROVED 10.09.2024 (PDF)

Annexation - E-Commerce Park (PDF)

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE E-COMMERCE PARK ANNEXATION, CONSISTING OF 6.26 ACRES AT APPROXIMATELY 1250 SOUTH 500 EAST, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on August 21, 2024, by American Fork E-Commerce Park LLC, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on September 10, 2024, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on September 11, 2024; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on November 12, 2024, pursuant to Utah Code Ann §10-2-407(7).

NOW, THEREFORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the E-Commerce Park Annexation consisting of 6.26 acres at approximately 1250 South 500 East into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PI-1 zone as shown in Attachment “B” and subject to the terms and conditions of the E-Commerce Park Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 12th day of November 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

ATTACHMENT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE IVONA ROBINSON ANNEXATION, SAID POINT BEING LOCATED NORTH 89°30'47" WEST ALONG SECTION LINE 930.14 FEET AND NORTH 730.25 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 50°00'10" WEST 15.25 FEET; THENCE NORTH 67°07'59" WEST 25.49 FEET; THENCE ALONG THE ARC OF A 6060.00 FOOT RADIUS CURVE TO THE LEFT 668.34 FEET THROUGH A CENTRAL ANGLE OF 06°19'08" (CHORD BEARS NORTH 70°17'33" WEST 668.00 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF THE ALPINE SCHOOL DISTRICT AMERICAN FORK ANNEXATION; THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°00'43" EAST 303.83 FEET, 2) SOUTH 89°11'22" EAST 661.89 FEET, AND 3) SOUTH 0°14'17" EAST 519.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.26 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD83, CENTRAL ZONE.

ANNEXATION AGREEMENT (E-Commerce Park Annexation)

This Annexation Agreement ("Agreement"), made and entered into this ____ day of _____, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and American Fork E-Commerce Park LLC, a Utah Corporation (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting 100% of the E-Commerce Park Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-04-12 R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the

property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Design Industrial. Therefore, the zone classification attached to the parcel shall be PI-1. A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 4.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is Applicant's burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of any generally applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicant, to American Fork E-Commerce Park LLC c/o Bart Boggess, 44 Red Pine Drive, Alpine, Utah, 84004.

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

American Fork E-Commerce Park LLC

Bradley J. Frost, Mayor

ATTEST:

City Recorder



ATTACHMENT #1

American Fork
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

5.2.a

Petition for Annexation

Petition Title: E-COMMERCE PARK ANNEXATION

Property Location: 500 E 1250 S

Acreage: 6.21 ac

Property Owner Names:

Property Address:

Parcel ID#:

American Fork E-Commerce

500 E 1250 S

13:060:0074

Park LLC, a Utah

limited liability company

(Attach Additional Sheets if needed)

Sponsor Name: Bart Boggess

Phone: _____

Address: _____

Email Address: _____

Include with Petition:

- Petition for Annexation and signature page
- Accurate and recordable mylar map
 - Electronic copy of map emailed to tlurker@americanfork.gov and mwhite@americanfork.gov
 - One 24" x 36" map stamped by a licensed surveyor
- Copy of the Notice of Intent to File an Annexation Petition sent to affected entities, including the date notices were sent and a list of the affected entities notices were sent.
- On the date of filing with the city recorder, deliver copy of petition to Utah County Clerk

RECEIVED

Date: 8-21-24

American Fork City

Recorder's

Packet Pg. 42

Attachment: 8. Annexation Ordinance - E-Commerce Park Annexation (E-Commerce Park Annexation)



Petition for Annexation Signature Page

Notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

AMERICAN FORK E-COMMERCE PARK LLC

Bart Boegess

Signature

BART BOEGESS, MANAGER

Printed Name

13: 060: 0074

Parcel ID

500 E 1250 S

Address

bart@unionfork.com

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

(Attach additional Sheets as needed)

Attachment: 8. Annexation Ordinance - E-Commerce Park Annexation (E-Commerce Park Annexation)

ATTACHMENT #2

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6418780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AMERICAN FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

DATE SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE IVONA ROBINSON ANNEXATION, SAID POINT BEING LOCATED NORTH 89°30'47" WEST ALONG SECTION LINE 930.14 FEET AND NORTH 730.25 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 50°00'10" WEST 15.25 FEET; THENCE NORTH 67°07'59" WEST 25.49 FEET; THENCE ALONG THE ARC OF A 6080.00 FOOT RADIUS CURVE TO THE LEFT 668.34 FEET THROUGH A CENTRAL ANGLE OF 06°19'08" (CHORD BEARS NORTH 70°17'33" WEST 668.00 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF THE ALPINE SCHOOL DISTRICT AMERICAN FORK ANNEXATION; THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°00'43" EAST 303.83 FEET, 2) SOUTH 89°11'22" EAST 661.89 FEET, AND 3) SOUTH 0°14'17" EAST 519.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.26 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD83, CENTRAL ZONE.

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **E-COMMERCE PARK ANNEXATION**.

DATED THIS DAY OF , A.D. 2024.

MAYOR	CITY COUNCIL MEMBER
CITY COUNCIL MEMBER	CITY COUNCIL MEMBER
CITY COUNCIL MEMBER	CITY COUNCIL MEMBER

ATTEST

FINAL LOCAL ENTITY PLAT

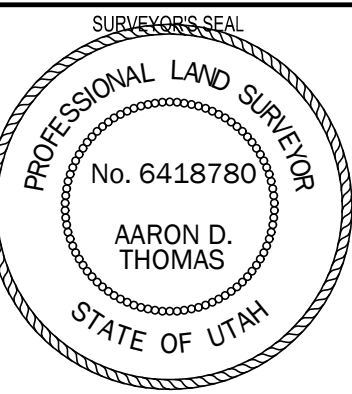
E-COMMERCE PARK ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M AMERICAN FORK, UTAH COUNTY, UTAH SCALE: 1" = 60 FEET

COUNTY SURVEYOR'S CERTIFICATE

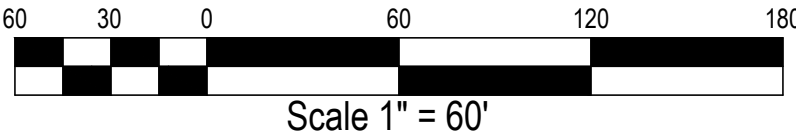
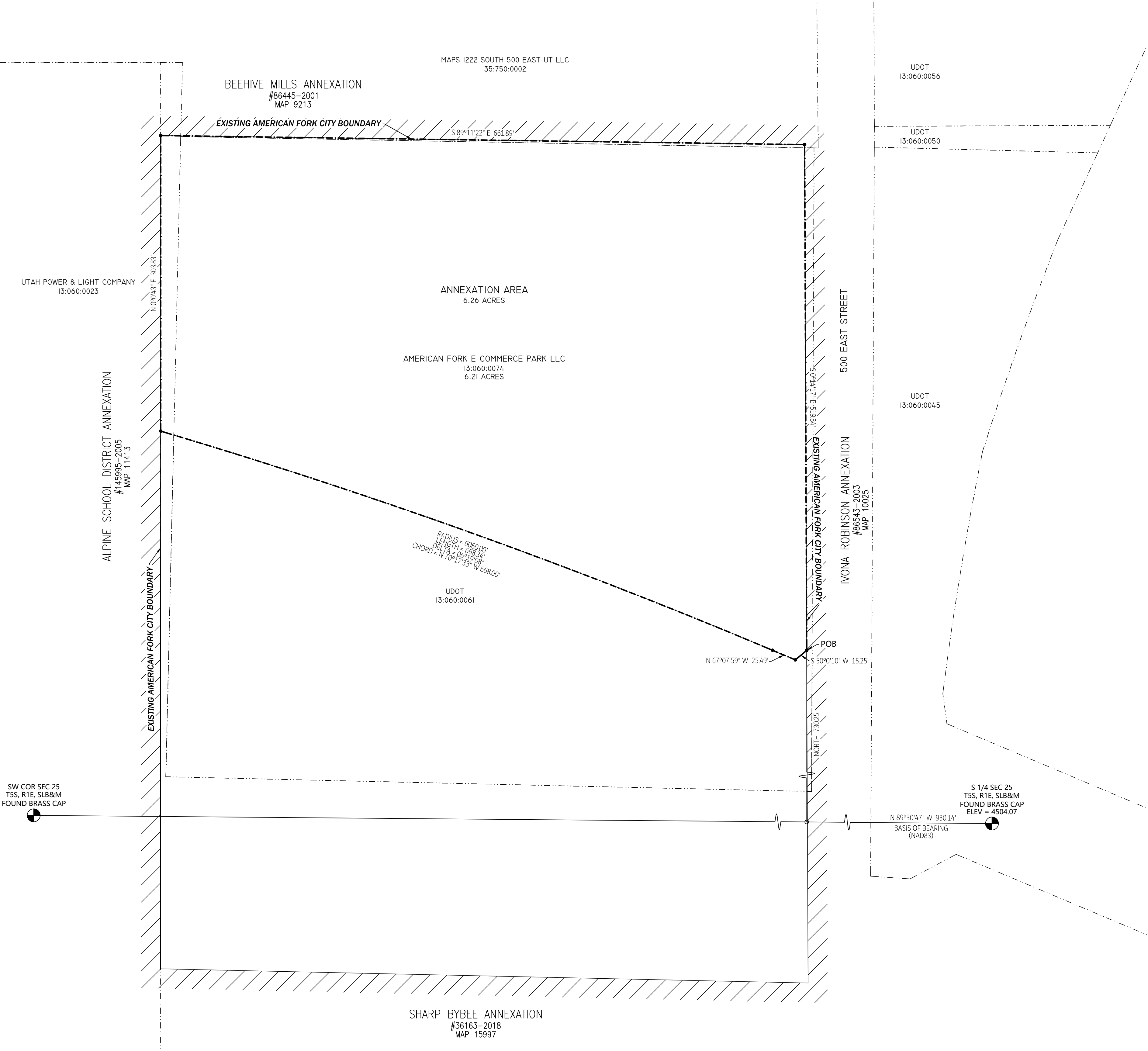
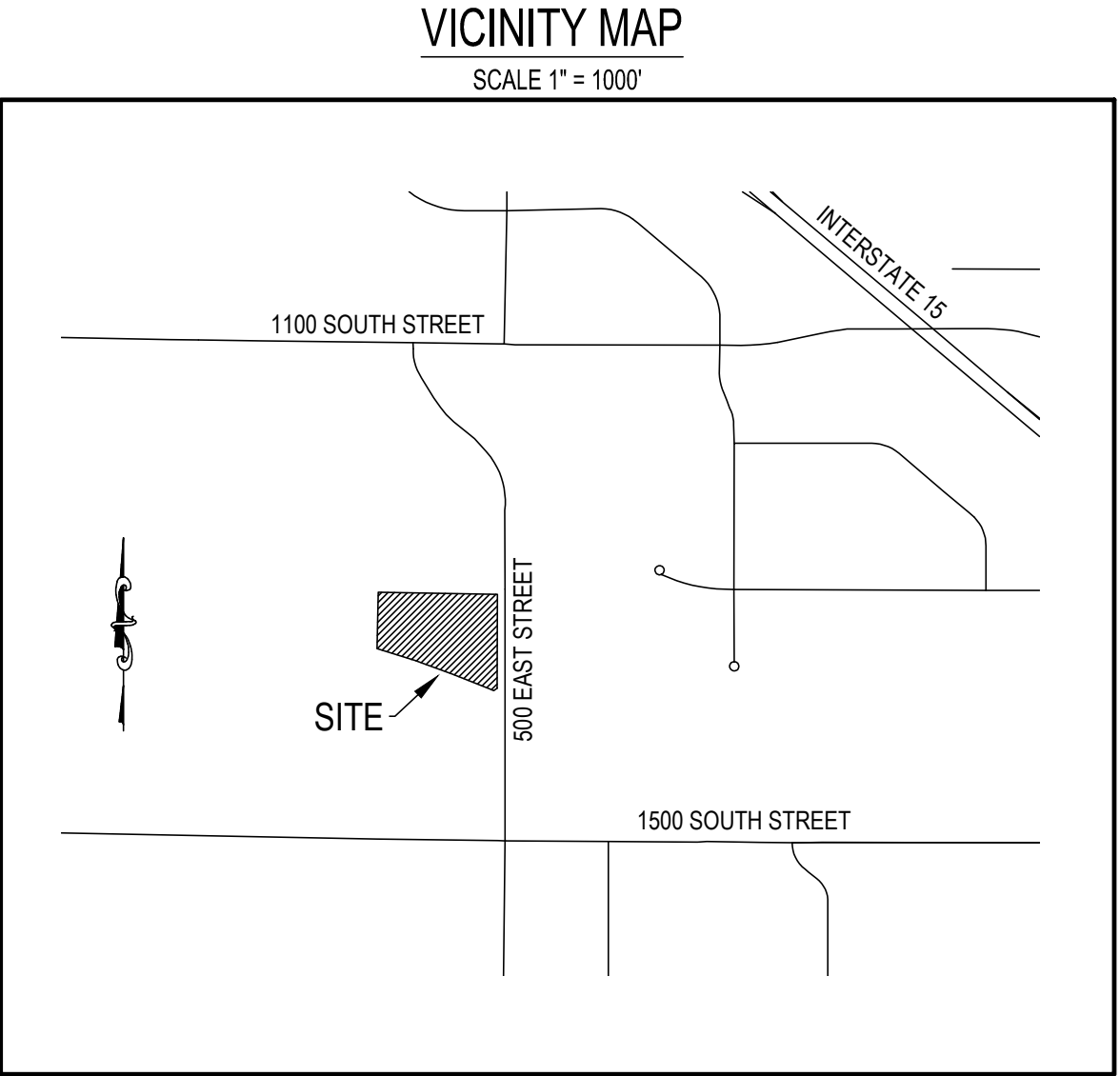
THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. § 17-23-20 AS AMENDED.

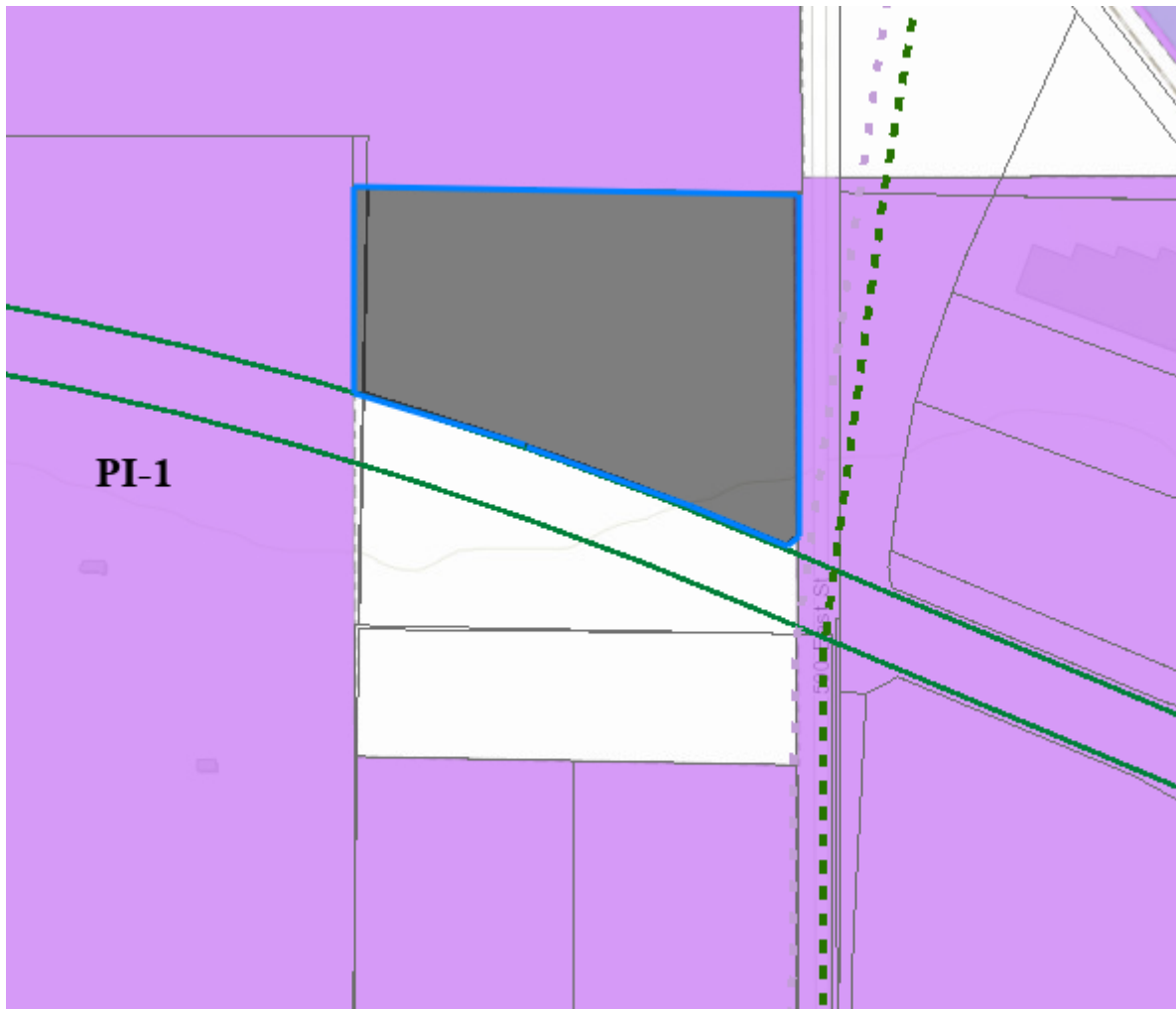
COUNTY SURVEYOR DATE



CLERK-RECORDER SEAL

UTAH COUNTY RECORDER





WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 20____ ("**Effective Date**"), by and between American Fork E-commerce Park LLC ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:060:0074 ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20____. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
)
COUNTY OF _____) :SS

On the _____ day of _____, 20____, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

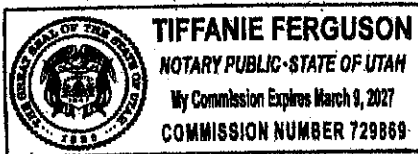
NOTARY PUBLIC

[OWNER] American Fork E-commerce Park LLC

Bart Boggess
Bart Boggess, manager

STATE OF UTAH)
)
COUNTY OF UTAH) :SS

On the 8th day of August, 2024, Bart Boggess personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.



Tiffany Ferguson
NOTARY PUBLIC

Attachment: 8. Annexation Ordinance - E-Commerce Park Annexation (E-Commerce Park Annexation)

EXHIBIT A**Description of Water Rights and/or Water Shares Committed to the City**

Attachment: 8. Annexation Ordinance - E-Commerce Park Annexation (E-Commerce Park Annexation)

Planning Commission Staff Report
Meeting Date: October 16, 2024



Agenda Topic

Review and recommendation on a proposed zone for an annexation, known as E-Commerce Park Annexation, located at approximately 1250 South 500 East, American Fork City, UT 84003. On approximately 6.26 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.

BACKGROUND INFORMATION		
Location:		1300 S 500 E
Project Type:		Annexation Agreement
Applicants:		Bart Boggess and Trent Boggess
Existing Land Use:		Design Industrial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Design Industrial
	South	Design Industrial
	East	Design Industrial
	West	Design Industrial
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		PI-1
Surrounding Zoning:	North	PI-1
	South	Unincorporated Territory
	East	PI-1
	West	PI-1

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1 zoning designation assigned to the land, which would be for Planned Industrial Projects. The annexation area is proposing to have an ecommerce park within American Fork City.



Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications

- A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
- B. A complete application for annexation shall be filed with the City Recorder
- C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.
- D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
 1. Potential demand for City facilities and services;
 2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
 3. The identification of the distance from existing city utility lines to the boundary of the annexing property;
 4. Zoning required or recommended;
 5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
 6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
- E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy each of the requirements of this Chapter including the payment of all review fees.
- F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.
- G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.

Planning Commission Staff Report
Meeting Date: October 16, 2024



- H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
- I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.
- J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

Staff Findings

As required by Section 17.20.050(D), City Staff has met with the applicant, and having reviewed the proposed annexation, has the following findings to report:

1. Potential demand for City facilities and services:

- a. The applicant requires connections to sewer, water, and pressurized irrigation. Roadway will be constructed as a local road using a 62-foot cross-section per 15.01.1520. A Central Utah Water Conservancy District aqueduct currently runs through the annexation area.

2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation:

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a Planned Industrial designation. The Land Use designation informs the zoning that will be allocated to the property.

3. The identification of the distance from existing city utility lines to the boundary of the annexing property:

- a. The annexing property has access to public sewer and water, through the existing 8" sewer and 12" water lines, located in 500 East Street. Public sewer and water laterals do not exist. Pressurized irrigation is also present to the north, within 500 East Street.

Planning Commission Staff Report
Meeting Date: October 16, 2024



4. Zoning required or recommended:

- a. Planned Industrial – PI-1

5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses:

- a. Schools:
 - i. American Fork High School: ~ 2.5 Miles
 - ii. American Fork Junior High: ~ 4.7 Miles
 - iii. Greenwood Elementary: ~ 2.5 Miles
- b. Parks:
 - i. Boat Harbor: ~ 0.9 Miles
 - ii. Mountain Meadows: ~ 1.7 Miles
 - iii. Greenwood: ~ 1.6 Miles
 - iv. Rotary: ~ 1.3 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 2.13 Miles
 - ii. Western SC-1 Zone: ~ 1.48 Miles

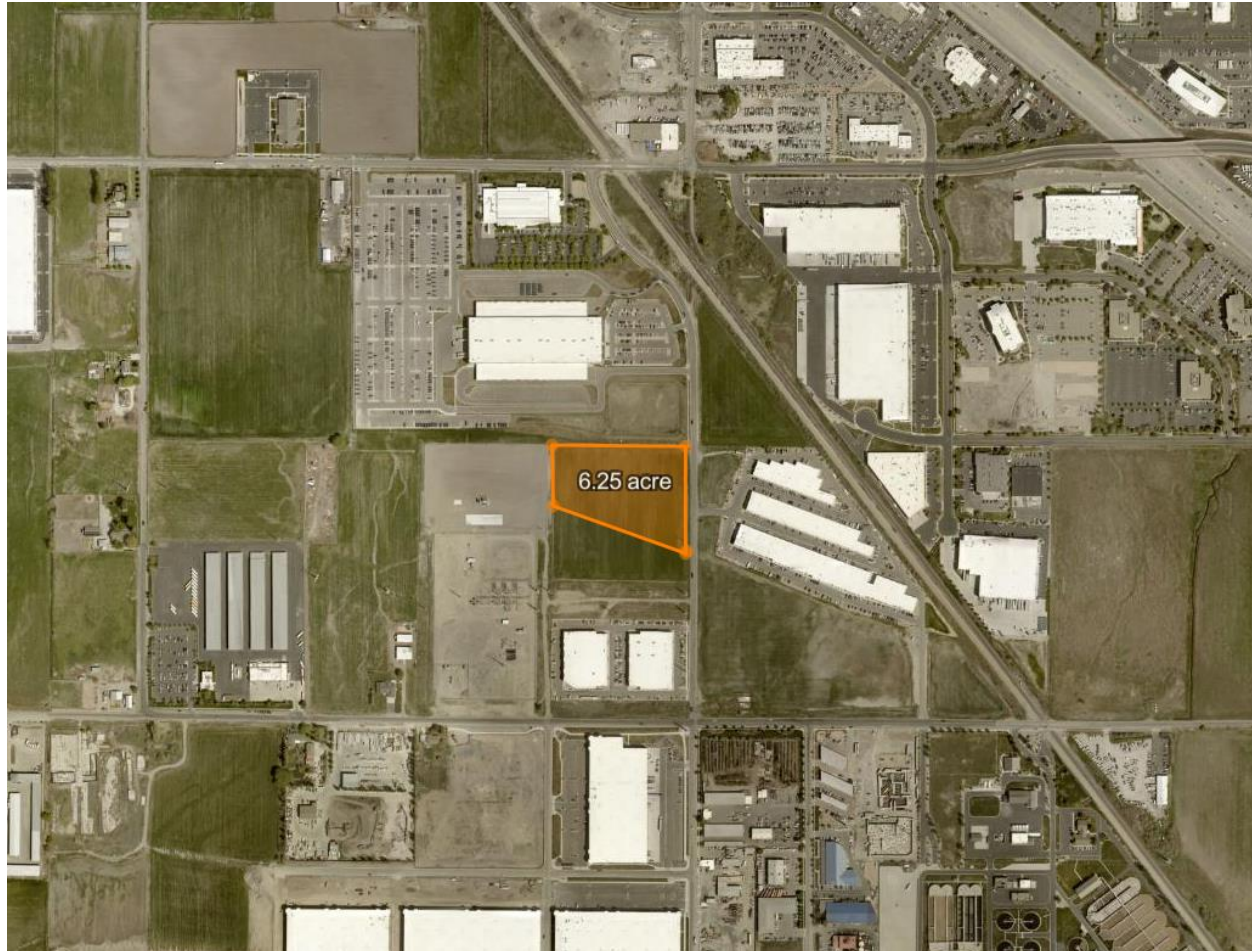
6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:

- a. Water, sewer, and pressurized irrigation exist within 500 East Street. Storm drain is located further south, but still within 500 East Street. When the parcel is developed, the necessary mainlines and utilities across the frontage will be required as a cost of the developer. Upsized utility sizes will have the upsized portion reimbursed by the city to the developer at time of development.

Findings of Fact

- 1. The Annexation Agreement MEETS the requirements of Section 17.20.

Project Map



Standards Conditions of Approval

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.

Planning Commission Staff Report
Meeting Date: October 16, 2024



2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Staff Recommendation

The Annexation Agreement MEETS the requirements of Section 17.20. Staff recommends APPROVING the application.

Planning Commission Staff Report
Meeting Date: October 16, 2024



Potential Motions

Approval

I move to recommend approval for the proposed zone for an annexation, known as E-Commerce Park Annexation, located at approximately 1250 South 500 East, American Fork City, subject to any conditions found in the staff report.

Denial

I move to recommend denial for the proposed zone for an annexation, known as E-Commerce Park Annexation, located at approximately 1250 South 500 East, American Fork City.

Table

I move to table action for the proposed zone for an annexation, known as E-Commerce Park Annexation, located at approximately 1250 South 500 East, American Fork City, and instruct staff/developer to.....

ANNEXATION AGREEMENT (E-Commerce Park Annexation)

This Annexation Agreement ("Agreement"), made and entered into this ____ day of _____, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and American Fork E-Commerce Park LLC, a Utah Corporation (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting 100% of the E-Commerce Park Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-04-12 R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the

property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Design Industrial. Therefore, the zone classification attached to the parcel shall be PI-1. A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 4.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is Applicant's burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of any generally applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicant, to American Fork E-Commerce Park LLC c/o Bart Boggess, 44 Red Pine Drive, Alpine, Utah, 84004.

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

American Fork E-Commerce Park LLC

Bradley J. Frost, Mayor

ATTEST:

City Recorder



ATTACHMENT #1

American Fork
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

5.2.c

Petition for Annexation

Petition Title: E-COMMERCE PARK ANNEXATION

Property Location: 500 E 1250 S

Acreage: 6.21 ac

Property Owner Names:

Property Address:

Parcel ID#:

American Fork E-Commerce

500 E 1250 S

13:060:0074

Park LLC, a Utah

limited liability company

(Attach Additional Sheets if needed)

Sponsor Name: Bart Boggess

Phone: _____

Address: _____

Email Address: bart@unionfort.com

Include with Petition:

- Petition for Annexation and signature page
- Accurate and recordable mylar map
 - Electronic copy of map emailed to tlurker@americanfork.gov and mwhite@americanfork.gov
 - One 24" x 36" map stamped by a licensed surveyor
- Copy of the Notice of Intent to File an Annexation Petition sent to affected entities, including the date notices were sent and a list of the affected entities notices were sent.
- On the date of filing with the city recorder, deliver copy of petition to Utah County Clerk

RECEIVED

Date: 8-21-24

American Fork City

Recorder's

Packet Pg. 61

Attachment: E-Commerce Park Annexation - Annexation Agreement - APPROVED 10.09.2024 (E-Commerce Park Annexation)



Petition for Annexation Signature Page

Notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

AMERICAN FORK E-COMMERCE PARK LLC

Bart Boginess

Signature

BART BOGINESS, MANAGER

Printed Name

13: 060: 0074

Parcel ID

500 E 1250 S

Address

bart@unionfork.com

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

(Attach additional Sheets as needed)

Attachment: E-Commerce Park Annexation - Annexation Agreement - APPROVED 10.09.2024 (E- Commerce Park Annexation)

ATTACHMENT #2

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6418780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AMERICAN FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

DATE SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE IVONA ROBINSON ANNEXATION, SAID POINT BEING LOCATED NORTH 89°30'47" WEST ALONG SECTION LINE 930.14 FEET AND NORTH 730.25 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 50°00'10" WEST 15.25 FEET; THENCE NORTH 67°07'59" WEST 25.49 FEET; THENCE ALONG THE ARC OF A 6080.00 FOOT RADIUS CURVE TO THE LEFT 668.34 FEET THROUGH A CENTRAL ANGLE OF 06°19'08" (CHORD BEARS NORTH 70°17'33" WEST 668.00 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF THE ALPINE SCHOOL DISTRICT AMERICAN FORK ANNEXATION; THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°00'43" EAST 303.83 FEET, 2) SOUTH 89°11'22" EAST 661.89 FEET, AND 3) SOUTH 0°14'17" EAST 519.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.26 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD83, CENTRAL ZONE.

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **E-COMMERCE PARK ANNEXATION**.

DATED THIS ____ DAY OF _____, A.D. 2024.

MAYOR	CITY COUNCIL MEMBER
CITY COUNCIL MEMBER	CITY COUNCIL MEMBER
CITY COUNCIL MEMBER	CITY COUNCIL MEMBER

ATTEST _____

FINAL LOCAL ENTITY PLAT

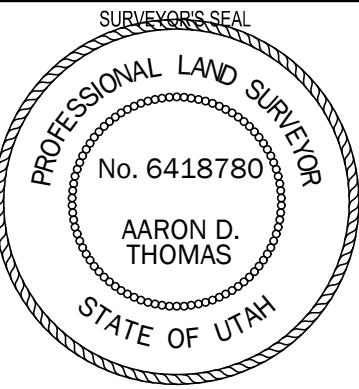
E-COMMERCE PARK ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M AMERICAN FORK, UTAH COUNTY, UTAH
SCALE: 1" = 60 FEET

COUNTY SURVEYOR'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. § 17-23-20 AS AMENDED.

COUNTY SURVEYOR DATE



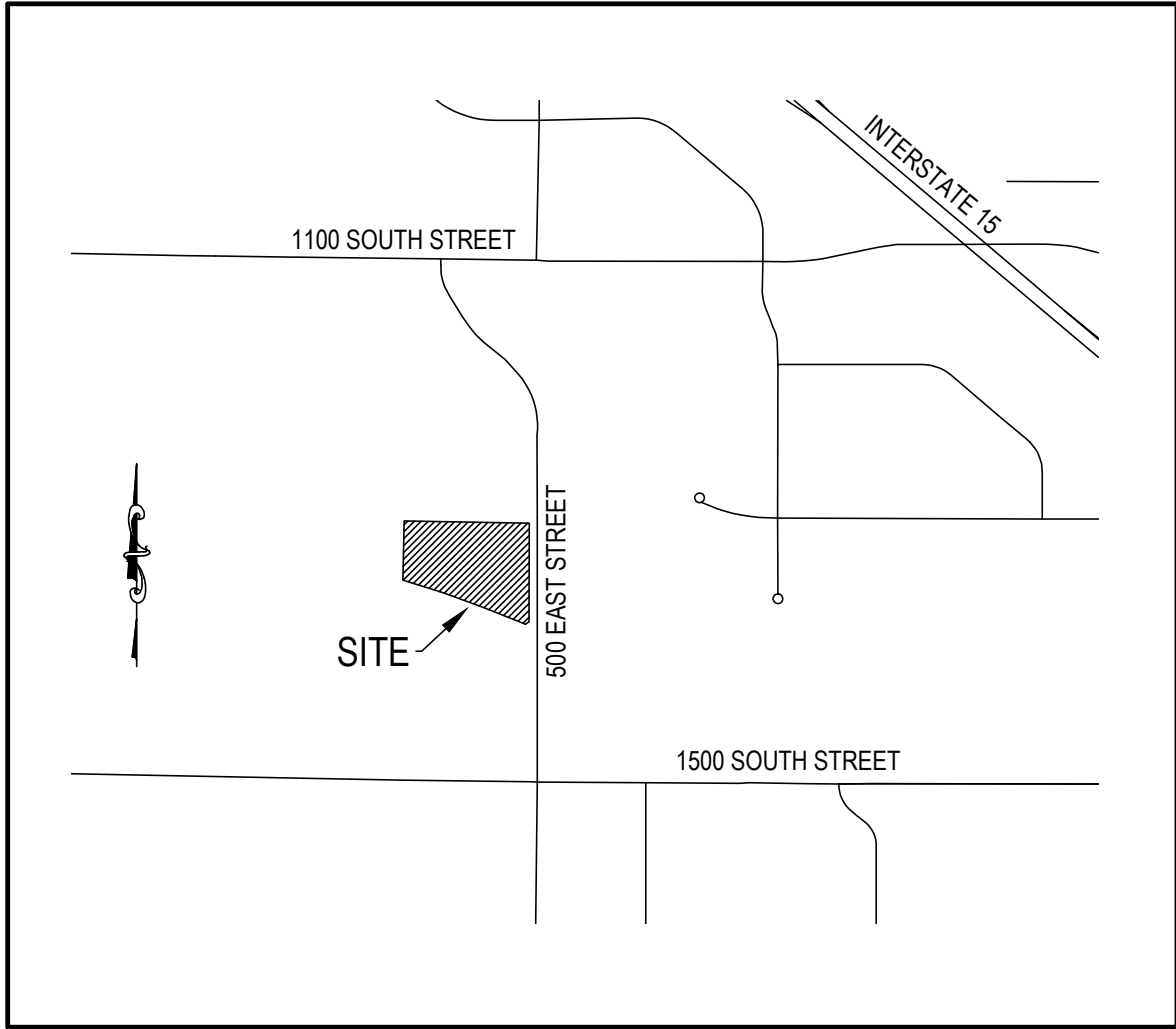
CLERK-RECORDER SEAL

UTAH COUNTY RECORDER

LAND SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT, 84003
aztecengineering@gmail.com

VICINITY MAP

SCALE 1" = 1000'



UTAH POWER & LIGHT COMPANY
13:060:0023

ALPINE SCHOOL DISTRICT ANNEXATION
#146905-2005
MAP 11413

SW COR SEC 25
T5S, R1E, SLB&M
FOUND BRASS CAP

BEEHIVE MILLS ANNEXATION
#86445-2001
MAP 9213

MAPS I222 SOUTH 500 EAST UT LLC
35:750:0002

ANNEXATION AREA
6.26 ACRES

AMERICAN FORK E-COMMERCE PARK LLC
13:060:0074
6.21 ACRES

RADIUS = 6080.00'
CHORD = 668.34'
CHORD BEARS NORTH 70°17'33" WEST 668.00'

UDOT
13:060:0061

UDOT
13:060:0056

UDOT
13:060:0050

UDOT
13:060:0045

500 EAST STREET

IVONA ROBINSON ANNEXATION
#86543-2003
MAP 10025

N 67°07'59" W 25.49'

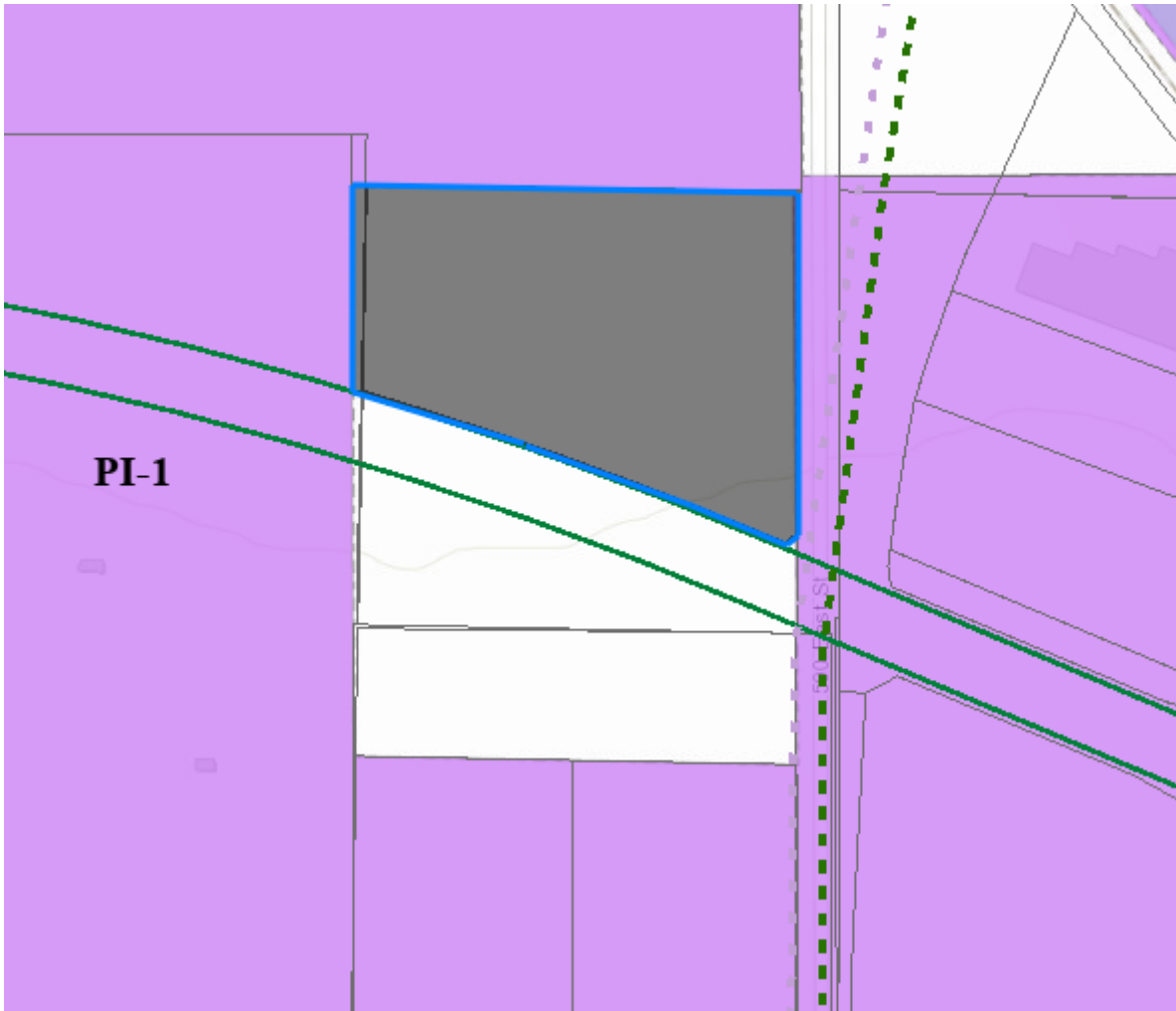
S 50°00'10" W 15.25'

N 89°30'47" W 930.14'
BASIS OF BEARING
(NAD83)

S 1/4 SEC 25
T5S, R1E, SLB&M
FOUND BRASS CAP
ELEV = 4504.07'

SHARP BYBEE ANNEXATION
#36163-2018
MAP 15997

60 30 0 60 120 180
Scale 1" = 60'



WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 20____ ("**Effective Date**"), by and between American Fork E-commerce Park LLC ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:060:0074 ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20____. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)

:SS

COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

[OWNER] American Fork E-commerce Park LLC

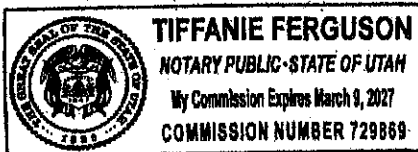
Bart Boggess
Bart Boggess, manager

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 8th day of August, 2024, Bart Boggess personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.



Tiffany Ferguson
NOTARY PUBLIC

EXHIBIT A**Description of Water Rights and/or Water Shares Committed to the City**

Attachment: E-Commerce Park Annexation - Annexation Agreement - APPROVED 10.09.2024 (E-Commerce Park Annexation)

UNAPPROVED MINUTES

10.16.2024

This item has been pulled by staff

- c. Review and recommendation on a proposed zone for an annexation, known as E-Commerce Park Annexation, located at approximately 1250 South 500 East, American Fork City, UT 84003. On approximately 6.26 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.**

Travis Van Ekelenburg reviewed the background information for action item letter c: The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1 zoning designation assigned to the land, which would be for Planned Industrial Projects. The annexation area is proposing to have an ecommerce park within American Fork City.

Geoff Dupaix moved to recommend approval for the proposed zone for an annexation, known as E-Commerce Park Annexation, located at approximately 1250 South 500 East, American Fork City, subject to any conditions found in the staff report.

Bruce Frandsen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Claire Oldham	AYE

The motion passed

- d. Review and recommendation on an application for a Commercial Site Plan, known as Freeman Commercial Site Plan (Application #2), located at approximately 19 N 900 W, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 1.24 acres and will be in the Planned Commercial (GC-2) zone.**



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on an ordinance approving the Auto Mall Drive Extension Annexation, consisting of 23.92 acres and located at approximately 620 South 100 East, including the ordinance of annexation, annexation agreement, and placement of the property in the Planned Commercial (GC-2) and Planned Industrial zones.

SUMMARY RECOMMENDATION

Planning Commission recommended approval.

BACKGROUND

The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1 zoning designation and GC-2 zoning designation assigned to the land, which would be for Planned Industrial Projects and Planned Commercial Development Projects. This annexation has been initiated by American Fork City to complete an infrastructure project relating to Auto Mall Drive. The property south of 620 South is owned by American Fork City and it will have a continuation of Auto Mall Drive going through the property. The American Fork City property will be coming into the City as the PI-1 zoning designation. The property to the north of 620 South will come into the City as the GC-2 zoning designation. Both properties will be aligned with the current Land Use Designations. Minutes of the Planning Commission meeting are not available as the meeting was held on 11/7/24, however, there were no objections and little discussion on the item from the Planning Commissioners.

With approval of this ordinance, the city recorder will be able to finish up the annexation process.

BUDGET IMPACT

~\$60,000

SUGGESTED MOTION

Move to adopt the Ordinance approving the Auto Mall Drive Extension Annexation consisting of 23.92 acres and located at approximately 620 South 100 East, including the ordinance of annexation, annexation agreement, and placement of the property in the GC-2 and PI-1 zones.

SUPPORTING DOCUMENTS

- 8. Annexation Ordinance - Auto Mall Drive Extension Annexation (PDF)
- 3. Auto Mall Drive Extension Annexation Zoning - Staff Report (PDF)

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE AUTO MALL DRIVE EXTENSION ANNEXATION, CONSISTING OF 23.92 ACRES AT APPROXIMATELY 620 SOUTH 100 EAST, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on August 26, 2024, by American Fork City, Strata Investments, LLC, and Utah Transit Authority, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on September 10, 2024, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on September 11, 2024; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on November 12, 2024, pursuant to Utah Code Ann §10-2-407(7).

NOW, THEREFORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the Auto Mall Drive Extension Annexation consisting of 23.92 acres at approximately 620 South 100 East into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Planned Commercial (GC-2) and Planned Industrial (PI-1) zones as shown in Attachment “B” and subject to the terms and conditions of the Auto Mall Drive Extension Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 12th day of November 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

ATTACHMENT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE BOYDE G. WILLIAMS ANNEXATION BOUNDARY, SAID POINT BEING NORTH 00°03'01" WEST 693.23 FEET ALONG THE SECTION LINE AND WEST 328.96 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING THREE (3) CALLS; (1) SOUTH 00°09'26" WEST 1130.48 FEET; (2) SOUTH 37°02'00" EAST 1797.99 FEET; (3) NORTH 88°20'48" EAST 122.40 FEET TO A POINT ON THE AXLEY-WAY ANNEXATION BOUNDARY; THENCE SOUTH 37°10'59" EAST 715.38 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE BROMLEY ANNEXATION BOUNDARY; THENCE SOUTH 37°03'00" EAST 287.12 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE BEEHIVE MILLS ANNEXATION BOUNDARY; THENCE NORTH 89°39'33" WEST 170.15 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE SOUTHERLY BOUNDARY LINE FOR THE UTA FRONTRUNNER SOUTH COMMUTER RAIL PROPERTY; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) CALLS; (1) NORTH 37°06'02" WEST 1434.19 FEET; (2) NORTH 37°03'10" WEST 770.17 FEET; (3) NORTH 37°02'58" WEST 1409.05 FEET; THENCE NORTH 37°10'41" WEST 95.46 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE FOR THE UTA FRONTRUNNER SOUTH COMMUTER RAIL PROPERTY; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FOUR CALLS; (1) NORTH 37°02'55" WEST 376.87 FEET; (2) NORTH 35°44'45" WEST 659.80 FEET; (3) NORTH 37°02'55" WEST 664.60 FEET; (4) NORTH 00°43'48" EAST 41.20 FEET TO THE SOUTH LINE OF AMERICAN FORK CITY BOUNDARY AS DESCRIBED IN THE PATENT RECORDED IN BOOK "C" AT PAGE 10 IN THE UTAH COUNTY RECORDERS OFFICE; THENCE EAST 118.77 FEET ALONG SAID SOUTH LINE TO A POINT ON THE FRAZIER-GLANCY ANNEXATION PLAT "A" BOUNDARY; THENCE SOUTH 36°58'35" EAST 391.69 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE FRAZIER ANNEXATION NO. 2 BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING TWO (2) CALLS; (1) SOUTH 36°58'35" EAST 1091.57 FEET; (2) NORTH 00°04'30" EAST 785.25 FEET TO A POINT ON THE FRAZIER-GLANCY ANNEXATION PLAT "A" BOUNDARY; THENCE EAST 68.15 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE GREENWOOD ADDITION NO. 2 ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING FOUR (4) CALLS; (1) SOUTH 231.18 FEET; (2) EAST 270.87 FEET; (3) SOUTH 49°52'10" EAST 74.19 FEET; (4) EAST 15.41 FEET TO A POINT ON THE PECK-ELLSWORTH ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING TWO (2) CALLS; (1) SOUTH 00°00'16" WEST 327.66 FEET; (2) SOUTH 89°52'29" EAST 187.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.92 ACRES

ANNEXATION AGREEMENT (Auto Mall Drive Extension Annexation)

This Annexation Agreement ("Agreement"), made and entered into this ____ day of _____, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Strata Investments, LLC, a Utah Limited Liability Corporation (hereafter referred to as "Strata"), is based on the following:

RECITALS

WHEREAS, Strata Investments LLC is the owner of certain parcels of privately-owned real property constituting 100 percent of the privately owned real property within the Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-09-33R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of real property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Strata and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered freely and voluntarily. Further, Strata and City hereby acknowledge and agree that the benefit received from annexation of the property

is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Strata hereby affirm that their respective parcels of real property constitute 100 percent of the privately owned real property within the Annexation Area and Strata has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Design Industrial and Design Commercial. Therefore, the zone classification attached to the parcel's shall be PI-1 and GC-2. A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

City hereby acknowledges that Strata currently utilizes Parcel 13:050:0061, as identified with the Utah County Recorder's Office, for the purpose of outside storage. City agrees that Strata and/or its successors or assigns, shall be permitted to continue its existing use on the portions of said parcel not dedicated for the public right-of-way, as noted on Attachment 4 to this Agreement. Expansion of the current use will not be permitted. Expansion of use shall be defined as any improvement that expands the footprint of the existing structure and/or installation of improvements, which require permits and/or site plan approval, that would intensify the existing use.

SECTION 5 - Right-of-way to be Conveyed:

The City's General Plan provides for the development of Auto Mall Drive as a Minor Collector and 100 East as a Major Collector. As a condition of annexation, Strata hereby agrees to dedicate and convey to the City any right-of-way necessary for Auto Mall Drive and 100 East in the location as described in the warranty deed attached hereto as Attachment 4.

Additionally, the City agrees to convey to the Strata the surplus right-of-way along 100 East and Auto Mall Drive, as identified in the quit claim deed attached hereto as Attachment 5. Strata shall have no obligation to construct any right-of-way improvements for Auto Mall Drive and 100 East unless and until any improvement or development occurs within the Annexation Area.

Notwithstanding, it is known to the City that Strata desires to construct the sewer mainline and laterals to its property in conjunction with the City's construction of improvements for Auto Mall Drive. The parties agree that the City will include said improvements in its scope of work for the Auto Mall Drive Improvements request for proposals. However, all costs relating to the installation of the sewer mainline and laterals shall be at Strata's sole expense and shall only be installed by the City pursuant to a future reimbursement agreement satisfactory to both parties.

Development of Auto Mall Drive and 100 East, including the sewer mainline and

laterals, will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Strata shall be responsible for the cost of all minimum level of improvements required at the time of improvement or development.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Strata acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 6.

SECTION 7 - Open Ditches to be Piped: The City shall be obligated to pipe the portions of the ditch impacted by the construction and installation of the Auto Mall Drive extension (i.e. the portions of the ditch that the Auto Mall Drive Extension crosses over). City and Strata acknowledge that it is the burden of the property owner/developer, in full, to pipe any and all remaining gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Strata agree to pay any outstanding property taxes on its real property located within the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes is required prior to recording this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that the City, Strata or any successor may have for the payment of any applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Strata acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Strata, to Strata Investments, LLC – 195 East 620 South American Fork City, UT 84003

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the parties signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Strata Investments LLC

ATTACHMENT #1



American Fork City
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

CERTIFICATION OF PETITION FOR ANNEXATION

Auto Mall Drive Extension Annexation

September 11, 2024

VIA Email to:

Contact Sponsor – American Fork City
American Fork City Mayor and Council Members
Utah County Commissioners

I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation of the Auto Mall Drive Extension Annexation that was filed with my office on August 26, 2024. On September 10, 2024, the American Fork City Council adopted Resolution No. 2024-09-33R accepting the Petition for Annexation. I find that the petition meets the requirements of Utah Code Subsection 10-2-403(3) and (4) and do hereby certify the Petition for Annexation in accordance with Utah Code Section 10-2-405(2).

Dated this 11th day of September, 2024.

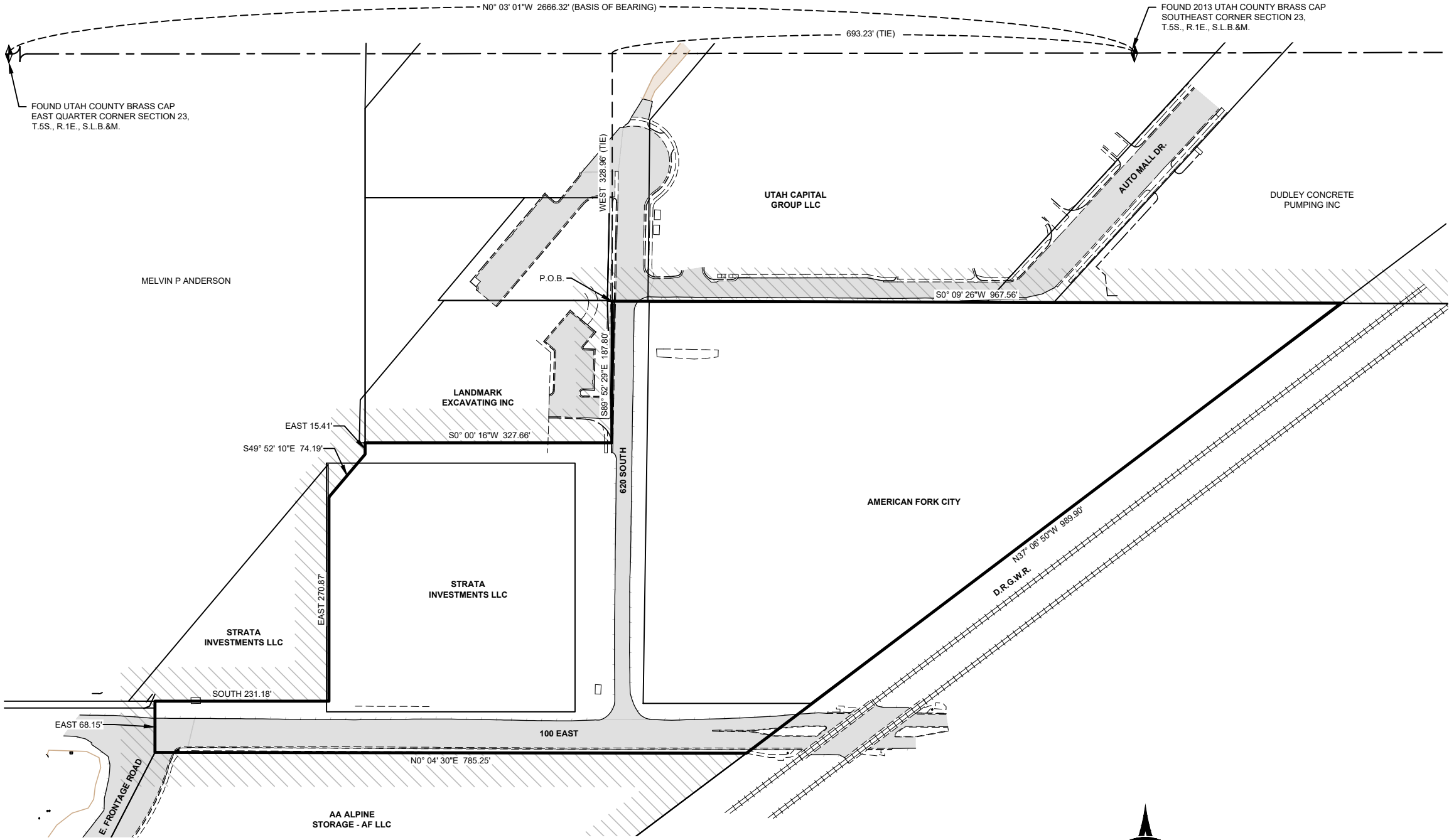
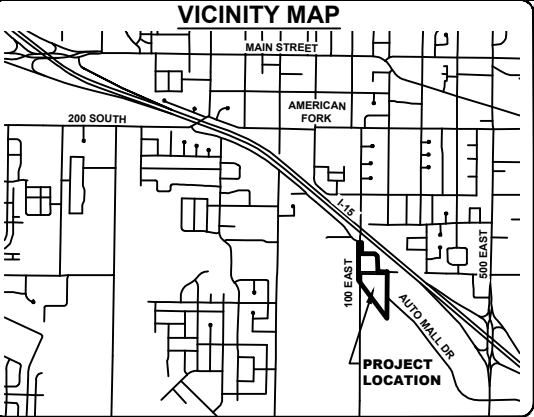
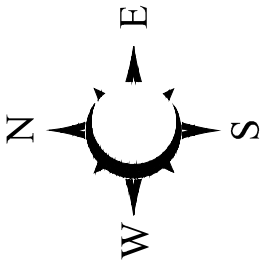
Terilyn Lurker, City Recorder



ATTACHMENT #2

AUTO MALL DRIVE EXTENSION ANNEXATION

LOCATED IN SECTION 23 & 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN.



- LEGEND
- = COUNTY MONUMENT
 - = SECTION LINE
 - = ANNEXATION BOUNDARY LINE
 - = AMERICAN FORK CITY BOUNDARY



P: (801) 616-6848
F: (801) 704-9384
surveydanpls@gmail.com
563 North Rees Ave.
Spanish Fork, UT 84660

SURVEYOR'S CERTIFICATE

I, DAN E. KNOWLDEN JR. DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7173588 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH AND THAT A SURVEY OF THE DESCRIBED PROPERTY HEREIN WAS PERFORMED UNDER MY DIRECTION. (SEE SEAL BELOW)

SIGNED ON THIS _____ DAY OF _____ 2024
DAN E. KNOWLDEN JR. PLS 7173588

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE BOYDE G. WILLIAMS ANNEXATION BOUNDARY, SAID POINT BEING NORTH 00°03'01" WEST 693.23 ALONG THE SECTION LINE AND WEST 328.96 FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 00°09'26" WEST 967.56 FEET ALONG SAID ANNEXATION BOUNDARY TO THE EASTERLY RIGHT-OF-WAY LINE OF DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE NORTH 37°06'50" WEST 989.90 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE FRAZIER ANNEXATION NO. 2 BOUNDARY; THENCE NORTH 00°04'30" EAST 785.25 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE FRAZIER-GLANCY ANNEXATION PLAT "A" BOUNDARY; THENCE EAST 68.15 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE GREENWOOD ADDITION NO. 2 ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING FOUR (4) COURSES; (1) SOUTH 231.18 FEET; (2) EAST 270.87 FEET; (3) SOUTH 49°52'10" EAST 74.19 FEET; (4) EAST 15.41 FEET TO A POINT ON THE PECK-ELLSWORTH ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING TWO (2) COURSES; (1) SOUTH 00°00'16" WEST 327.66 FEET; (2) SOUTH 89°52'29" EAST 187.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 11.75 ACRES OR 511,931 SQFT. MORE OR LESS

COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED

UTAH COUNTY SURVEYOR _____ DATE _____

ACCEPTANCE BY LEGISLATIVE BODY

WE THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE AUTO MALL DRIVE EXTENSION ANNEXATION.

DATED THIS _____ DAY OF _____, 20____

MAYOR _____	CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____	CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____	CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____	CITY RECORDER _____

SURVEYOR'S SEAL 		COUNTY SURVEYOR'S SEAL	CLERK-RECORDER SEAL
DRAWN: THK	PROJECT # VA 804	SCALES HORIZ: 1"=80' 	
DESIGNER: DEK	DATE: 7/01/2024		
REVIEWED: DEK			

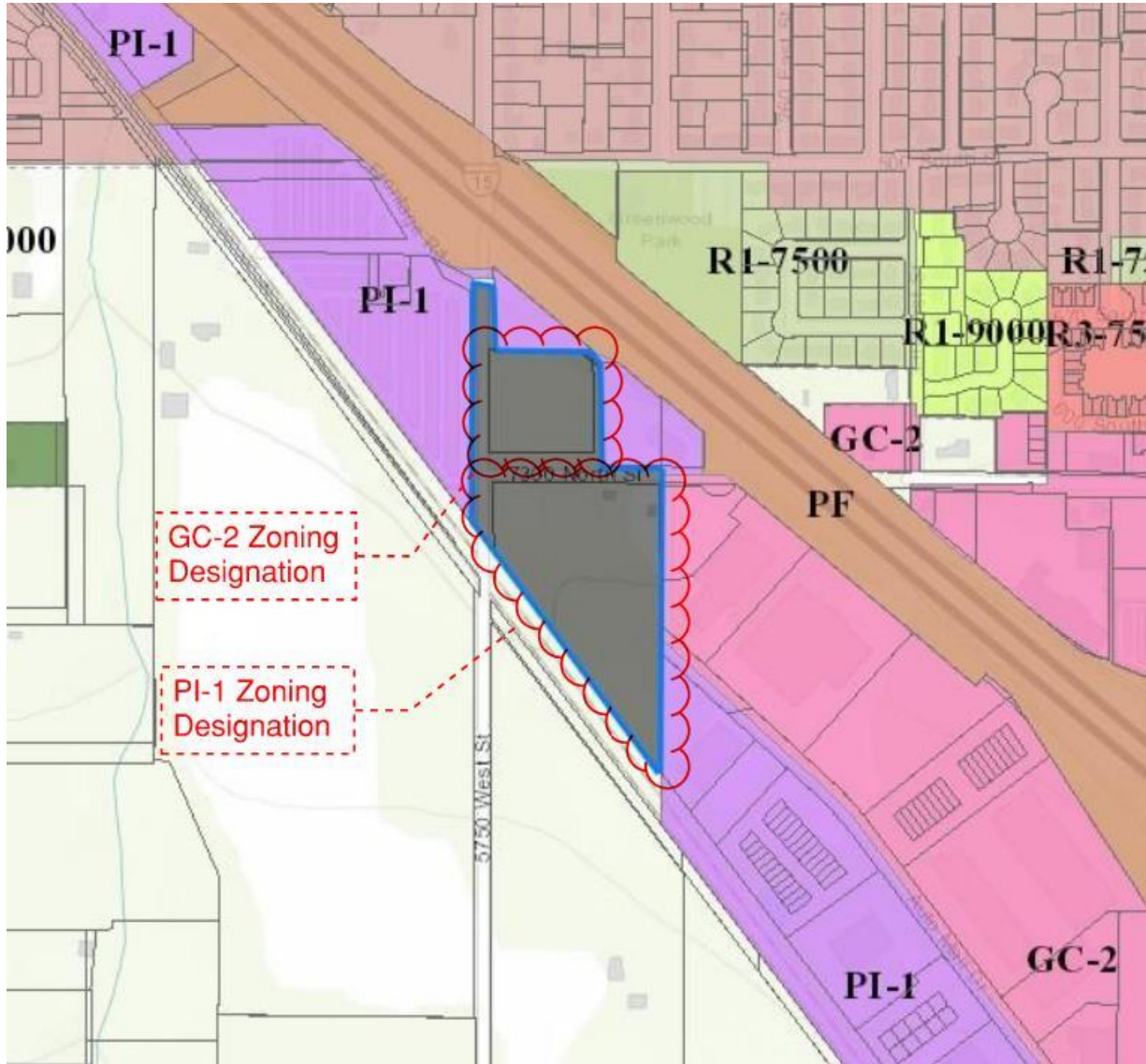
FINAL LOCAL ENTITY PLAT

AUTO MALL DRIVE
EXTENSION ANNEXATION

AMERICAN FORK CITY, UTAH

COUNTY RECORDER _____
SHEET 1 of 1

ATTACHMENT #3



ATTACHMENT #4

When Recorded Return To:
 American Fork City
 51 East Main Street
 American Fork City, Utah 84003

WARRANTY DEED

Parcel # 1 Tax ID: 13:050:0062

Parcel # 2 Tax ID: 13:050:0061

Strata Investments, LLC, a Utah Limited Liability Company, GRANTOR, of American Fork City, County of Utah, State of Utah, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, a municipal corporation of the state of Utah, of 51 East Main Street, American Fork, Utah 84003, GRANTEE, for the sum of \$10.00, and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to-wit:

A PORTION OF PARCEL [NEED PARCEL FROM COUNTY RECORDER]

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 217.14 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 49°52'26" EAST 20.21 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°14'09" WEST 68.20 FEET; THENCE SOUTH 33°16'10" WEST 22.93 FEET; THENCE SOUTH 00°14'09" WEST 35.86 FEET; THENCE SOUTH 01°43'46" WEST 80.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,504 SQFT. MORE OR LESS

A PORTION OF PARCEL [NEED PARCEL FROM COUNTY RECORDER]

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1072.50 FEET ALONG THE SECTION LINE AND WEST 860.07 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 01°43'46" WEST 37.47 FEET; THENCE SOUTH 00°14'09" WEST 143.31 FEET; THENCE SOUTH 00°08'56" WEST 149.24 FEET; THENCE WEST 11.38 FEET; THENCE NORTH 330.00 FEET; THENCE EAST 13.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,940 SQFT. MORE OR LESS

WITNESS, the hand of said Grantors, this _____ day
 of _____, A.D. 20_____.

 Type or print name of grantor

 Type or print name of grantor

Type or print name of grantor

Signed in the presence of:

Type or print name of witness

STATE OF _____)

§

COUNTY OF _____)

On the date first above written personally appeared before me,
_____, the signers of
the within and foregoing instrument, who duly acknowledged to me that they executed the
same.

WITNESS my hand and official stamp the date in this certificate first above
written:

Notary Public

FOUND UTAH COUNTY
BRASS CAP
EAST QUARTER CORNER
SECTION 23,
T 5S, R 1 E, SLB & M

PARCEL #1
STRATA INVESTMENTS
TO AMERICAN FORK CITY

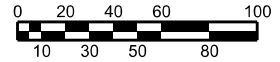
STRATA INVESTMENTS TO A.F. CITY PARCEL #1

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 217.14 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 49°52'26" EAST 20.21 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°14'09" WEST 68.20 FEET; THENCE SOUTH 33°16'10" WEST 22.93 FEET; THENCE SOUTH 00°14'09" WEST 35.86 FEET; THENCE SOUTH 01°43'46" WEST 80.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,504 SQFT. MORE OR LESS

POB PARCEL #1

STRATA INVESTMENTS LLC
13:050:0062



WEST

859.38'

WEST

860.07'

N00°03'01"W
1094.78' (PARCEL #1)

POB PARCEL #2

PARCEL #2
STRATA INVESTMENTS
TO AMERICAN FORK CITY

STRATA INVESTMENTS TO A.F. CITY PARCEL #2

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1072.50 FEET ALONG THE SECTION LINE AND WEST 860.07 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 01°43'46" WEST 37.47 FEET; THENCE SOUTH 00°14'09" WEST 143.31 FEET; THENCE SOUTH 00°08'56" WEST 149.24 FEET; THENCE WEST 11.38 FEET; THENCE NORTH 330.00 FEET; THENCE EAST 13.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,940 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13:050:0061

LANDMARK EXCAVATING INC
13:050:0058

10.00' TYP. PROPOSED P.U.E. BEHIND FUTURE BACK OF WALK

N00°03'01"W
1072.50' (PARCEL #2)

FUTURE IMPROVEMENTS

AUTO MALL DR.

620 SOUTH

AMERICAN FORK
CITY
13:050:0084

FOUND UTAH COUNTY
BRASS CAP
SOUTHEAST CORNER
SECTION 23,
T 5S, R 1 E, SLB & M

AA ALPINE STORAGE-AF LLC
13:050:0128

100 EAST

**STRATA INVESTMENTS TO AMERICAN FORK CITY
EXHIBIT "A"**

AMERICAN FORK CITY, UTAH

DRAWING REUSE STATEMENT

THIS DOCUMENT AND THE INFORMATION HEREIN ARE THE PROPERTY OF MUSTANG DESIGN AND IS NOT TO BE REPRODUCED, MODIFIED OR USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AUTHORIZATION OF MUSTANG DESIGN, LLC.

LAST DATE OF CHANGE: OCTOBER 28

PROJ. #: 2023007

DRAWN BY: MJJ

DESIGN BY: DK

CHECKED BY: HJC

SCALE OF SHEET: 1" = 80'

SHEET ROW

ATTACHMENT #5

When Recorded Return To:
 American Fork City
 51 East Main Street
 American Fork City, Utah 84003

QUIT CLAIM DEED

American Fork City, a municipal corporation of the state of Utah, of 51 East Main Street, American Fork, Utah 84003, GRANTOR, hereby QUITCLAIMS to Strata Investments, LLC, a Utah Limited Liability Company, GRANTEE, for the sum of \$10.00, and other good and valuable considerations, the following described parcel of land in Utah County, to-wit:

A PORTION OF PARCEL 13:050:0062

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 22.28 FEET; THENCE WEST 0.67 FEET; THENCE NORTH 01°43'46" EAST 22.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 7 SQFT. MORE OR LESS

A PORTION OF PARCEL 13:050:0061

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 708.60 FEET ALONG THE SECTION LINE AND WEST 516.80 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 89°51'04" WEST 211.07 FEET; THENCE ALONG THE ARC OF A 283.00' RADIUS NON-TANGENT CURVE TO THE LEFT 64.27 FEET; THROUGH A CENTRAL ANGLE 13°01'12" (CHORD BEARS NORTH 83°20'44" WEST 64.13 FEET); THENCE NORTH 89°51'04" WEST 20.26 FEET; THENCE NORTH 72°41'39" WEST 20.34 FEET; THENCE NORTH 89°51'04" WEST 14.31 FEET; THENCE NORTH 43°59'43" WEST 24.41 FEET; THENCE NORTH 00°08'56" EAST 2.22 FEET; THENCE EAST 345.70 FEET; THENCE SOUTH 33.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,345 SQFT. MORE OR LESS

WITNESS, the hand of said Grantors, this _____ day
 of _____, A.D. 20_____.

 Type or print **name** of grantor

 Type or print **name** of grantor

 Type or print **address** of grantor

 Type or print **address** of grantor

Type or print **name** of grantor

Type or print **address** of grantor

Signed in the presence of:

Type or print **name** of witness

STATE OF _____)

§

COUNTY OF _____)

On the date first above written personally appeared before me,
_____, the signers of the within and
foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above
written:

Notary Public

FOUND UTAH COUNTY
BRASS CAP
EAST QUARTER CORNER
SECTION 23,
T 5S, R 1 E, SLB & M

A.F. CITY TO STRATA INVESTMENTS PARCEL #1

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET
ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST
CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN; RUNNING THENCE SOUTH 22.28 FEET; THENCE WEST
0.67 FEET; THENCE NORTH 01°43'46" EAST 22.29 FEET TO THE POINT OF
BEGINNING.

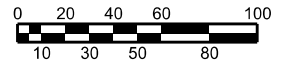
CONTAINING 7 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13:050:0062

POB PARCEL #1

PARCEL #1
ROW DEDICATED FROM AMERICAN
FORK CITY TO STRATA INVESTMENTS

WEST
859.38'



A.F. CITY TO STRATA INVESTMENTS PARCEL #2

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 708.60 FEET ALONG
THE SECTION LINE AND WEST 516.80 FEET FROM THE SOUTHEAST CORNER
OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND
MERIDIAN; RUNNING THENCE NORTH 89°51'04" WEST 211.07 FEET; THENCE
ALONG THE ARC OF A 283.00' RADIUS NON-TANGENT CURVE TO THE LEFT
64.27 FEET; THROUGH A CENTRAL ANGLE 13°01'12" (CHORD BEARS NORTH
83°20'44" WEST 64.13 FEET); THENCE NORTH 89°51'04" WEST 20.26 FEET;
THENCE NORTH 72°41'39" WEST 20.34 FEET; THENCE NORTH 89°51'04" WEST
14.31 FEET; THENCE NORTH 43°59'43" WEST 24.41 FEET; THENCE NORTH
00°08'56" EAST 2.22 FEET; THENCE EAST 345.70 FEET; THENCE SOUTH 33.90
FEET TO THE POINT OF BEGINNING.

CONTAINING 10,345 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13:050:0061

PARCEL #2
ROW DEDICATED FROM AMERICAN
FORK CITY TO STRATA INVESTMENTS

10.00' TYP. PROPOSED P.U.E.
BEHIND FUTURE BACK OF WALK

LANDMARK EXCAVATING INC
13:050:0058

POB PARCEL #2

WEST
516.80'

FUTURE IMPROVEMENTS

AUTO MALL DR.

620 SOUTH

AMERICAN FORK
CITY
13:050:0084

FOUND UTAH COUNTY
BRASS CAP
SOUTHEAST CORNER
SECTION 23,
T 5S, R 1 E, SLB & M

N00°03'01"W 1094.78' (PARCEL #1)
N00°03'01"W (BASIS OF BEARING)
N00°03'01"W 708.60' (PARCEL #2)

AA ALPINE STORAGE-AF LLC
13:050:0128

100 EAST



**AMERICAN FORK CITY TO STRATA INVESTMENTS
EXHIBIT "A"**

AMERICAN FORK CITY, UTAH

DRAWING REUSE STATEMENT
THIS DOCUMENT AND THE INFORMATION HEREIN
ARE THE PROPERTY OF MUSTANG DESIGN AND IS
NOT TO BE REPRODUCED, MODIFIED OR USED IN
WHOLE OR IN PART, FOR ANY OTHER PROJECT OR
EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN
AUTHORIZATION OF MUSTANG DESIGN, LLC.
LAST DATE OF CHANGE: OCTOBER 28

PROJ. #: 2023007
DRAWN BY: MJ
DESIGN BY: DK
CHECKED BY: HJC
SCALE OF SHEET: 1" = 80'
SHEET ROW

ATTACHMENT #6

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the 12 day of November, 2024 (“**Effective Date**”), by and between Strata Investments LLC (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0061 (“**Property**”), which are located outside of the City’s current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City (“**Annexation Request**”); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council’s final action on the Annexation Request. This determination was made in the City Council meeting held on November 12, 2024. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Conveyance of Water Rights/Shares. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development (“**Water Conveyance**”). Owner will convey clear title to the required amount of the Water Conveyance to the City to meet the dedication requirements. If the Water Conveyance consists of any water rights, the Water Conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Water Conveyance consists of any water shares, the Conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City

is prohibited from returning to Owner any portion of the Water Conveyance once it has been conveyed to the City.

4. Change Application. If any of the Water Conveyance consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Water Conveyance. Owner shall convey unencumbered title to the required Water Conveyance to the City. If the Water Conveyance consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation.

6. Cessation of Owner’s Use. Upon conveyance of the required Water Conveyance to the City, Owner shall immediately cease any and all use of the Water Conveyance.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

[OWNER]

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On the _____ day of _____, 20____, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

NOTARY PUBLIC

Attachment: 8. Annexation Ordinance - Auto Mall Drive Extension - Annexation



Planning Commission Staff Report
Meeting Date: November 6th, 2024

Agenda Topic

Review and recommendation on a proposed zone for an annexation, known as Auto Mall Drive Extension Annexation, located at approximately 620 South 100 East, American Fork City. On approximately 23.92 acres, the property will be annexed into American Fork City and be given the Planned Commercial (GC-2) and the Planned Industrial (PI-1) zoning designation.

BACKGROUND INFORMATION		
Location:		620 S 100 E
Project Type:		Annexation Agreement
Applicants:		American Fork City
Existing Land Use:		Design Industrial; Design Commercial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Design Commercial
	South	Residential Low Density
	East	Design Industrial; Design Commercial
	West	Design Commercial; Residential Low Density
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		PI-1; GC-2
Surrounding Zoning:	North	Unincorporated Territory; PI-1
	South	Unincorporated Territory
	East	PI-1; GC-2
	West	PI-1; Unincorporated Territory

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1 zoning designation and GC-2 zoning designation assigned to the land, which would be for Planned Industrial Projects and Planned Commercial Development Projects. This annexation has been initiated by American Fork City to complete an infrastructure project relating to Automall Drive. The property south of 620 South is owned by American Fork City

Planning Commission Staff Report
Meeting Date: November 6th, 2024



and it will have a continuation of Automall Drive going through the property. The American Fork City property will be coming into the City as the PI-1 zoning designation. The property to the north of 620 South will come into the City as the GC-2 zoning designation. Both properties will be aligned with the current Land Use Designations.

Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications

- A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
- B. A complete application for annexation shall be filed with the City Recorder
- C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.
- D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
 1. Potential demand for City facilities and services;
 2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
 3. The identification of the distance from existing city utility lines to the boundary of the annexing property;
 4. Zoning required or recommended;
 5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
 6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
- E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed

Planning Commission Staff Report
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into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy each of the requirements of this Chapter including the payment of all review fees.

- F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.
- G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
- H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
- I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.
- J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

Staff Findings

As required by Section 17.20.050(D), City Staff has met with the applicant, and having reviewed the proposed annexation, has the following findings to report:

1. Potential demand for City facilities and services:

- a. The applicant requires connections to sewer, water, and pressurized irrigation. Right of way for Auto Mall Drive and 100 East Street will need to be conveyed. 100 East Roadway will be constructed as a major collector using an 84-foot cross-section per 15.01.1530. Auto Mall Drive Roadway will be constructed as a minor collector matching a similar cross section of the existing Auto Mall Drive.

2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation:

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of Parcel ID: 13:050:0084 as the Design Industrial land use designation and Parcel ID:



Planning Commission Staff Report
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13:050:0061 as the Design Commercial land use designation. The Land Use designation informs the zoning that will be allocated to the property.

3. The identification of the distance from existing city utility lines to the boundary of the annexing property:

- a. The annexing property has access to culinary water, sanitary sewer and pressurized irrigation which are located within 100 East Street and Auto Mall Drive. Existing ditch facilities are located within the vicinity which will be utilized for storm drain purposes. The storm drain master plan identifies a 24-inch SD that will be located within 100 East Street to the south, beyond the railroad tracks.

4. Zoning required or recommended:

- a. Parcel ID: 13:050:0084 will be put in the PI-1 zoning designation and Parcel ID: 13:050:0061 will be put in the GC-2 zoning designation.

5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses:

- a. Schools:
 - i. American Fork High School: ~ 1.77 Miles
 - ii. American Fork Junior High: ~ 2.53 Miles
 - iii. Greenwood Elementary: ~ 0.58 Miles
- b. Parks:
 - i. Boat Harbor: ~ 1.43 Miles
 - ii. Mountain Meadows: ~ 0.83 Miles
 - iii. Greenwood: ~ 0.21 Miles
 - iv. Rotary: ~ 0.46 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 0.89 Miles
 - ii. Western SC-1 Zone: ~ 1.92 Miles

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Meeting Date: November 6th, 2024



6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:

- a. All utility main lines are existing or will be extended within the annexation area with an upcoming city project anticipated to be under construction shortly after the annexation is completed.

Findings of Fact

- a. The Annexation Agreement MEETS the requirements of Section 17.20.

Project Map



Standards Conditions of Approval

Planning Commission Staff Report
Meeting Date: November 6th, 2024



APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).



Planning Commission Staff Report
Meeting Date: November 6th, 2024

Staff Recommendation

The Annexation Agreement MEETS the requirements of Section 17.20. Staff recommends APPROVING the application.



Planning Commission Staff Report
Meeting Date: November 6th, 2024

Potential Motions

Approval

I move to recommend approval for the proposed zoning for the Annexation Agreement, located approximately at 5719 W 7300 N, American Fork City, subject to any conditions found in the staff report.

Denial

I move to recommend denial for the proposed zoning for the Annexation Agreement, located approximately at 5719 W 7300 N, American Fork City.

Table

I move to table action for the proposed for the zoning for the Annexation Agreement, located approximately at 5719 W 7300 N, American Fork City, and instruct staff/developer to.....



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Public Works

Director Approval AL Scott

AGENDA ITEM Review and action of a Pioneering Agreement with White Horse Developers for the AF Crossings, Plat A for improvements along 620 South

SUMMARY RECOMMENDATION White Horse Developers proposes a Pioneering Agreement for system improvements along 620 South of the recently approved AF Crossings, Plat A development.

BACKGROUND The City Council approved the AF Crossings, Plat A final plat at the April 16, 2019 regular session meeting. White Horse Developers has been working closely with the City's Public Works Department on a plan for the underground utilities along 620 South in compliance with the approved Master Plans.

A Pioneering Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities and roadway improvements along 620 South and allocates pro-rated construction costs to the benefited properties based on their frontage along 620 South.

The total cost for the system improvements adds up to \$37,345.95.

BUDGET IMPACT No budget impact as all costs will be allocated to the property owners.

SUGGESTED MOTION Move to approve the Pioneering Agreement with White Horse Developers for system improvements along 620 South as part of the AF Crossings, Plat A

SUPPORTING DOCUMENTS

AF Crossings Plat A Pioneering Agreement Corrected (PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as “Agreement”) is entered into as of this 10th day of October, 2024, by and between White Horse Developers, a LLC with its principal offices located 42 E. 1100 S. STE 1B American Fork, UT 84043 (hereinafter referred to as “Developer”) and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the “City”).

RECITALS

WHEREAS, Developer owned/developed certain parcels of property located in American Fork, Utah County, Utah, specifically 13:069:0013 consisting of 5.5 acres and further described in Exhibit A attached hereto (hereinafter referred to as the “Property”);

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Residential Subdivision commonly known as AF Crossings, Plat A. However, development of the Property is subject to the installation of offsite Roadway Infrastructure improvements (the “Project Improvements”) identified on Exhibit B attached hereto.

WHEREAS, the Project Improvements will provide direct benefit to other developers and owners of surrounding properties (the “Benefitted Properties”) when they develop their properties. The Benefitted Properties are identified by tax parcel number and owner in Exhibit C attached hereto.

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the design, construction and installation of the Project Improvements as the Benefitted Properties connect and/or utilize the improvements;

WHEREAS, City is willing to administer reimbursement payments from the owners of the Benefitted Properties in accordance with the terms and provisions of this Agreement; and

WHEREAS, this Agreement is entered into to ensure the orderly development of real property within City limits, while maintaining and enhancing property values.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of AF Crossings, Plat A and are lawful conditions precedent for the approval and development of AF Crossings, Plat A.
2. **Developer’s Obligation.** Developer shall install the Project Improvements at Developer’s cost and expense including all costs and expenses associated with engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Project Improvements, in accordance with the construction plans approved

by the City for the development of AF Crossings, Plat A and/or required by City ordinances and regulations (the “Pioneering Costs”). Pioneering Costs shall bear no interest from the date hereof to date of payment.

3. Approval, Inspection, and Acceptance. Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. Collection of Pioneering Costs. The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. Distribution of Pioneering Costs Received. The funds collected shall be paid by the City to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.
6. Duration of Pioneering Costs for all improvements. If a development application is made after 10 years from the date of City Council approval of the subdivision, April 16, 2019, there shall be no required payment of Pioneering Costs related to the offsite public improvements identified on Exhibit B as a pre-condition of development approval or issuance of a building permit.

7. Full Compensation. The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for “system improvements” or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. Choice of law. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. Recitals and Exhibits Incorporated. Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. Counterparts and Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. Entire Agreement. This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof
13. Amendment. This Agreement may only be amended by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this 10th day of October, 2024.

WHITE HORSE DEVELOPERS

By: _____

Name (Print):

Its:

Jacob M Horan
Jacob M Horan
Manager

State of Utah

County of Utah

On the 10th day of October, 2024, personally appeared before me
Jacob M Horan, of White Horse Developers, whose identity has
been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that
he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein,
and did so of his own voluntary act.

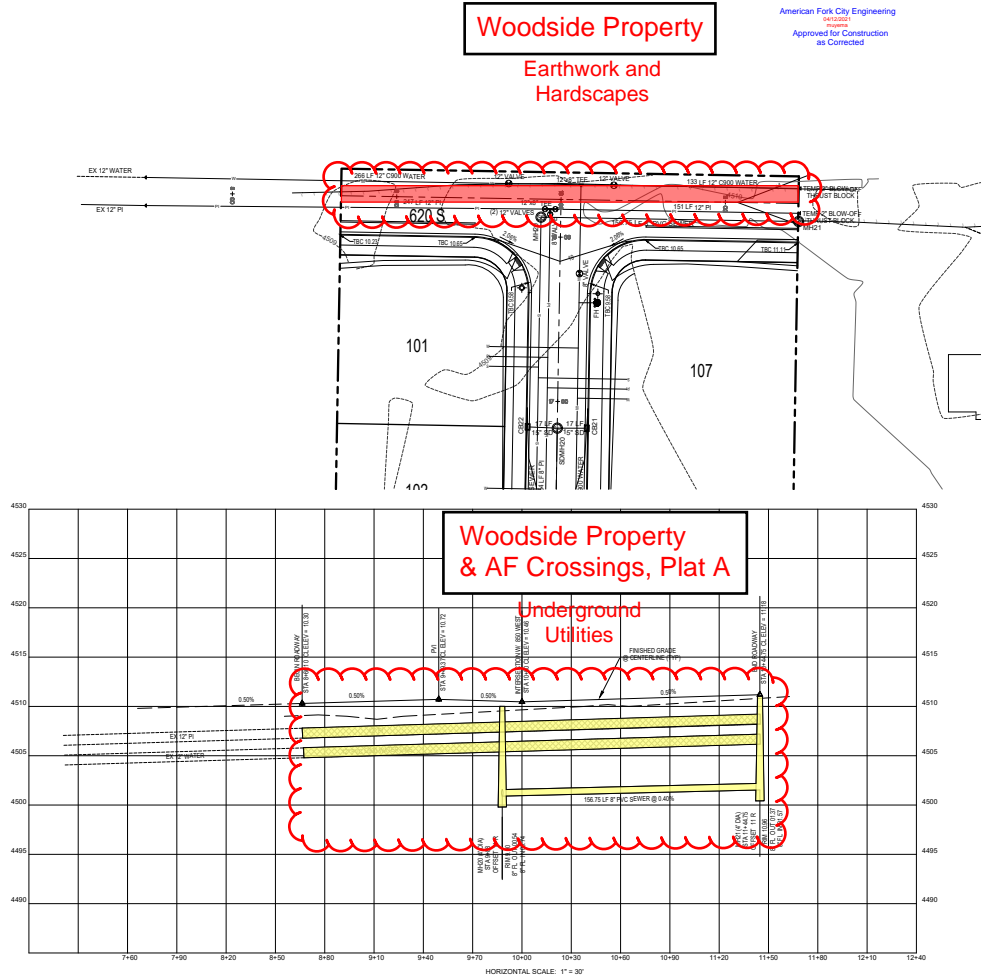


Notary

Exhibit A

13:043:0245
WOODSIDE HOMES OF UTAH LLC...
- AMERICAN FORK
Value: \$3,018,000 -- 6.9 acres
Entry# 207843-2020

Attachment: AF Crossings Plat A Pioneering Agreement Corrected (Pioneering Agreement with White Horse Developers for the AF Crossings



WHITE H
DEVELOP
520 S. 850 E.,
LEHI, UT 84043

AF CROSSING PLAT

GOR
11008 N Highland Dr
Office (801) 400-1001
Cell (801) 400-1002

AF CROSSING PLAT

A FLEXIBLE
PROPOSED PLAT

FINAL CONSTRUCTION PLAN

620 S PROFILE

Attachment: AF Crossings Plat A Pioneer Agreement Corrected (Pioneering Agreement with White Horse Developers for the AF Crossings

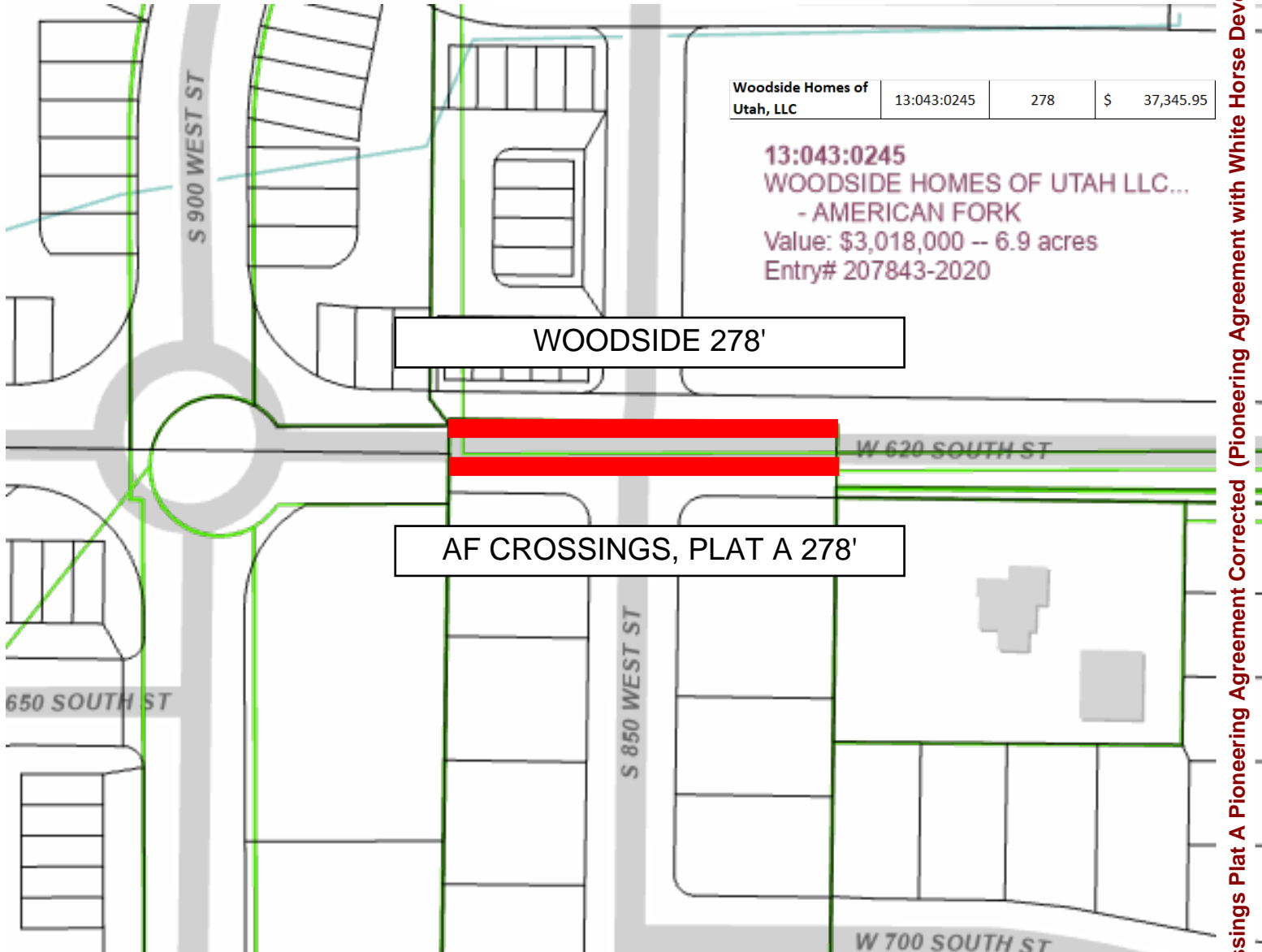
Name of Development:

AF CROSSINGS PLAT A

Description of Item	Quantity	Unit	Unit Price	Total	AF Crossings Plat A	Meadowbrook	Total Pioneering	
SITE & SWPPP								
General Conditions	1	LS	\$1,000.00	\$1,000.00	50%	50%	\$500.00	
Cut Down ROW to Subgrade	20	CY	\$8.00	\$160.00	50%	50%	\$80.00	
ROW Fill to Subgrade	70	CY	\$46.00	\$3,220.00	50%	50%	\$1,610.00	
Subgrade Prep Site	6853.44	SF	\$0.26	\$1,781.89	50%	50%	\$890.95	
SEWER								
8" Sewer Main	155	LF	\$35.00	\$5,425.00	50%	50%	\$2,712.50	
SSMH	2	EA	\$5,000.00	\$10,000.00	50%	50%	\$5,000.00	
Sewer Trench Import	250	CY	\$21.00	\$5,250.00	50%	50%	\$2,625.00	
CULINARY WATER								
8" Water Main	280	LF	\$28.00	\$7,840.00	50%	50%	\$3,920.00	
8" Valves	2	EA	\$2,000.00	\$4,000.00	50%	50%	\$2,000.00	
8" Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00	
Blow Offs	1	EA	\$1,800.00	\$1,800.00	50%	50%	\$900.00	
Water Testing	1	LS	\$500.00	\$500.00	50%	50%	\$250.00	
Water Trench Import	45	CY	\$21.00	\$945.00	50%	50%	\$472.50	
PRESSURIZED IRRIGATION								
8" PI Main	280	LF	\$30.00	\$8,400.00	50%	50%	\$4,200.00	
8" PI Valves	3	EA	\$2,000.00	\$6,000.00	50%	50%	\$3,000.00	
8" PI Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00	
Blow Offs	1	EA	\$1,500.00	\$1,500.00	50%	50%	\$750.00	
PI Testing	1	LS	\$50.00	\$50.00	50%	50%	\$25.00	
HARDSCAPES								
Import and Place 12" Subbase	6853.44	SF	\$1.05	\$7,196.11	65%	35%	\$2,520.00	
Import and Place 8" Roadbase	6853.44	SF	\$0.90	\$6,168.10	65%	35%	\$2,160.00	
3" Asphalt	6853.44	SF	\$1.20	\$8,224.13	65%	35%	\$2,880.00	

TOTAL: \$37,345.95

Woodside Homes of Utah, LLC	13:043:0245	278	\$ 37,345.95
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**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Review and action of a Pioneering Agreement with White Horse Developers for the AF 10 Subdivision for improvements along 620 South

SUMMARY RECOMMENDATION White Horse Developers proposes a Pioneering Agreement for system improvements along 620 South of the recently approved AF 10 Subdivision development.

BACKGROUND The City Council approved the AF 10 Subdivision final plat at the May 5, 2020 regular session meeting. White Horse Developers has been working closely with the City's Public Works Department on a plan for the underground utilities along 620 South in compliance with the approved Master Plans.

A Pioneering Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities and roadway improvements along 620 South and allocates pro-rated construction costs to the benefited properties based on their frontage along 620 South.

The total cost for the system improvements adds up to \$58,547.50.

BUDGET IMPACT No budget impact as all costs will be allocated to the property owners.

SUGGESTED MOTION Move to approve the Pioneering Agreement with White Horse Developers for system improvements along 620 South as part of the AF 10 Subdivision

SUPPORTING DOCUMENTS

AF 10 Pioneering Corrected (PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as “Agreement”) is entered into as of this 10th day of October, 2024, by and between White Horse Developers, a LLC with its principal offices located 42 E. 1100 S. STE 1B American Fork, UT 84043 (hereinafter referred to as “Developer”) and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the “City”).

RECITALS

WHEREAS, Developer owned/developed certain parcels of property located in American Fork, Utah County, Utah, specifically 45:221:0005 consisting of 9.9 acres and further described in Exhibit A attached hereto (hereinafter referred to as the “Property”);

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Residential Subdivision commonly known as AF 10. However, development of the Property is subject to the installation of offsite Roadway Infrastructure improvements (the “Project Improvements”) identified on Exhibit B attached hereto.

WHEREAS, the Project Improvements will provide direct benefit to other developers and owners of surrounding properties (the “Benefitted Properties”) when they develop their properties. The Benefitted Properties are identified by tax parcel number and owner in Exhibit C attached hereto.

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the design, construction and installation of the Project Improvements as the Benefitted Properties connect and/or utilize the improvements;

WHEREAS, City is willing to administer reimbursement payments from the owners of the Benefitted Properties in accordance with the terms and provisions of this Agreement; and

WHEREAS, this Agreement is entered into to ensure the orderly development of real property within City limits, while maintaining and enhancing property values.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of AF 10 and are lawful conditions precedent for the approval and development of AF 10.
2. **Developer’s Obligation.** Developer shall install the Project Improvements at Developer’s cost and expense including all costs and expenses associated with engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Project Improvements, in accordance with the construction plans approved

by the City for the development of AF 10 and/or required by City ordinances and regulations (the “Pioneering Costs”). Pioneering Costs shall bear no interest from the date hereof to date of payment.

3. Approval, Inspection, and Acceptance. Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. Collection of Pioneering Costs. The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. Distribution of Pioneering Costs Received. The funds collected shall be paid by the City to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.
6. Duration of Pioneering Costs for all improvements. If a development application is made after 10 years from the date of City Council approval of the subdivision, May 5, 2020, there shall be no required payment of Pioneering Costs related to the offsite public improvements identified on Exhibit B as a pre-condition of development approval or issuance of a building permit.

7. Full Compensation. The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for “system improvements” or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. Choice of law. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. Recitals and Exhibits Incorporated. Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. Counterparts and Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. Entire Agreement. This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof
13. Amendment. This Agreement may only be amended by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this 10th day of October, 2024.

WHITE HORSE DEVELOPERS

By: _____

Name (Print): Jacob M Horan

Its: Manager

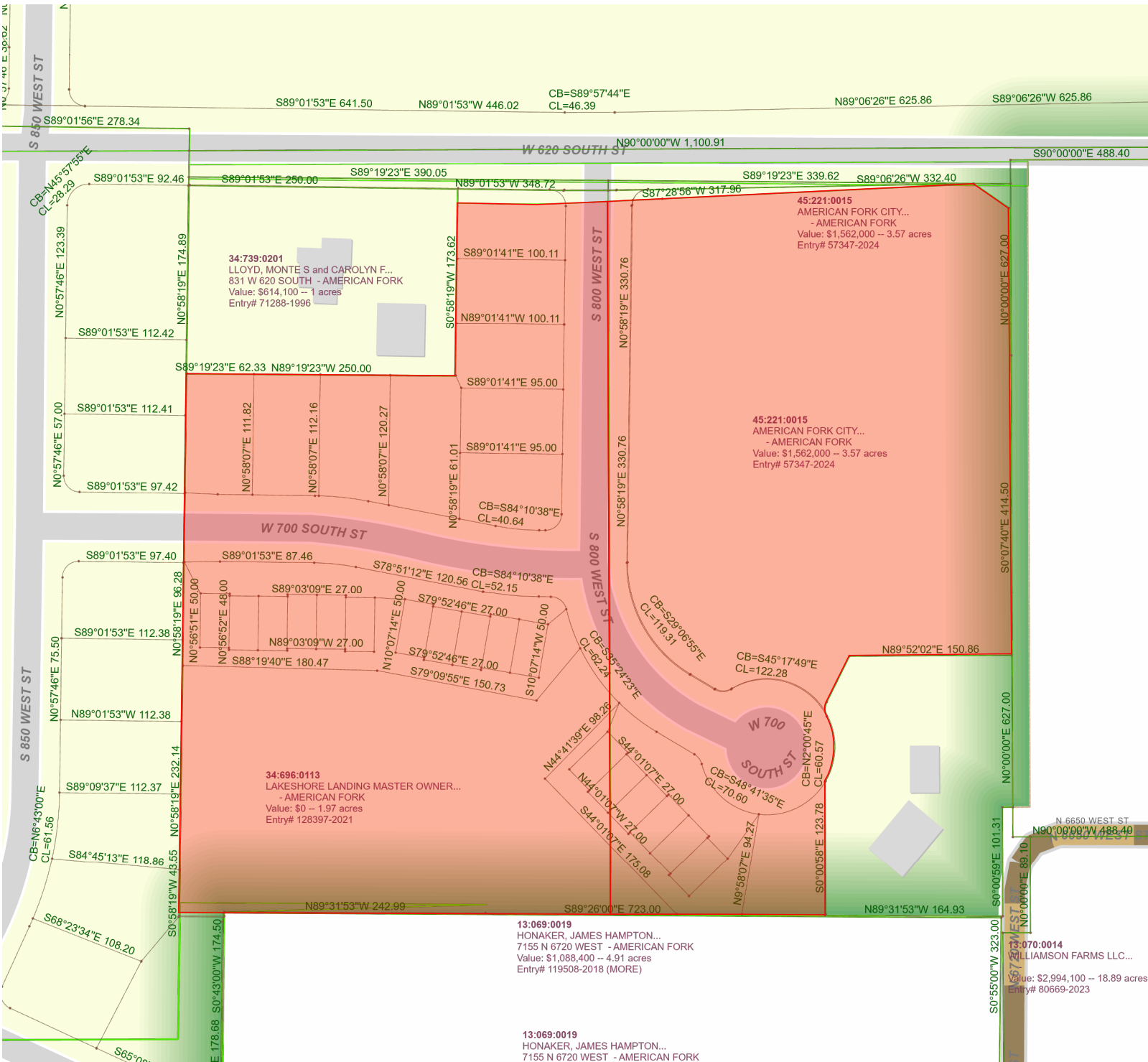
State of Utah

County of Utah

On the 10th day of October, 2024, personally appeared before me
Jacob M Horan, of White Horse Developers, whose identity has
been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that
he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein,
and did so of his own voluntary act.



Notary



Attachm



Exhibit C

Name of Development:

AF 10

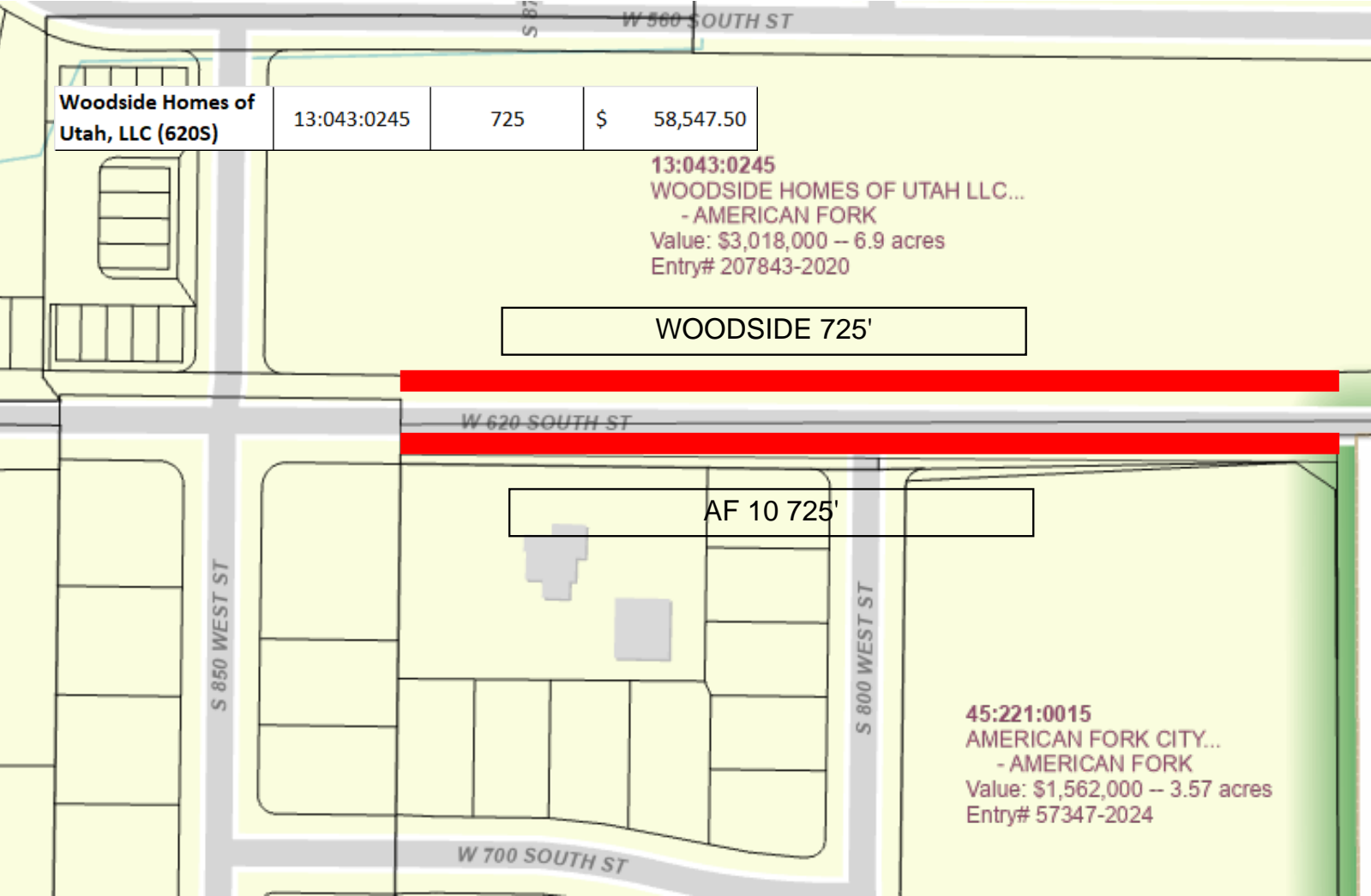
Woodside 725' Fontage

for the AF 10 Subdivision)

Attachment: AF 10 Pioneering C

Description of Item	Quantity	Unit	Unit Price	Total	AF 10	Woodside	Total Pioneering	
SITE & SWPPP								
General Conditions	1	LS	\$75,000.00	\$75,000.00	98%	2%	\$1,500.00	
620 S Traffic Control	1	LS	\$14,000.00	\$14,000.00	75%	25%	\$3,500.00	
SWPPP	1	LS	\$10,000.00	\$10,000.00	92%	8%	\$800.00	
Testing	1	LS	\$10,000.00	\$10,000.00	92%	8%	\$800.00	
Surveying	1	LS	\$11,500.00	\$11,500.00	92%	8%	\$920.00	
Groundwater Monitoring Station	1	LS	\$2,000.00	\$2,000.00	92%	8%	\$160.00	
SEWER								
8" Sewer Main	30	LF	\$35.00	\$1,050.00	0%	100%	\$1,050.00	
SSMH	1	EA	\$5,000.00	\$5,000.00	50%	50%	\$2,500.00	
Sewer Trench Import	55	YD	\$21.00	\$1,155.00	0%	100%	\$1,155.00	
CULINARY WATER								
8" Water Main	760	LF	\$28.00	\$21,280.00	50%	50%	\$10,640.00	
8" Valves	3	EA	\$2,000.00	\$6,000.00	50%	50%	\$3,000.00	
8" Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00	
Blow Offs	2	EA	\$1,800.00	\$3,600.00	50%	50%	\$1,800.00	
Fire Hydrant	2	EA	\$6,500.00	\$13,000.00	50%	50%	\$6,500.00	
Water Testing	1	LS	\$1,500.00	\$1,500.00	50%	50%	\$750.00	
Water Trench Import	125	YD	\$21.00	\$2,625.00	50%	50%	\$1,312.50	
PRESSURIZED IRRIGATION								
6" PI Main	760	LF	\$22.00	\$16,720.00	50%	50%	\$8,360.00	
6" PI Valves	4	EA	\$1,400.00	\$5,600.00	50%	50%	\$2,800.00	
6" PI Fittings	1	EA	\$650.00	\$650.00	50%	50%	\$325.00	
Blow Offs	2	EA	\$1,500.00	\$3,000.00	50%	50%	\$1,500.00	
PI Testing	1	LS	\$1,500.00	\$1,500.00	50%	50%	\$750.00	
HARDSCAPES								
Demo 620 S ROW	16000	SF	\$1.00	\$16,000.00	50%	50%	\$8,000.00	

\$58,547.50





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on a proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The project is located at approximately 1080 North 350 East, American Fork City, in the PR-3.0 Zone.

SUMMARY RECOMMENDATION Planning Commission recommended approval

BACKGROUND The applicant has applied for a setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The proposed variance looks to provide a 5' side setback to the interior sides of the conservation subdivision lots. The 5' side setbacks would be consistent with the 5' easements that are put on the property for interior side property lines. The reason that this proposed variance is before the Planning Commission is that within the City's Municipal Code, the applicant may request a variance to setbacks upon a finding that such variance is appropriate for the proper development of the lot(s) and that such reduction will not result in the establishment of a hazardous condition. The Planning Commission made a recommendation to approve the proposed variance. City Council is the determining body, if they find the proposal to reduce setbacks appropriate.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to recommend approval for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions, and providing an effective date for the ordinance.

I move to recommend denial for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions.

I move to table action for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions, and instruct staff/developer to.....

SUPPORTING DOCUMENTS

BoFH Setback Request (PDF)

3. Bridges at Fox Hollow Setback Variance - Staff Report (PDF)

Minutes - Setback Variance-Bridges At Fox Hollow (PDF)



Memo

To: American Fork Planning Department
From: Ken R. Berg, PE
Date: 10/15/2024
Re: SETBACK REDUCTION REQUEST
Prjct: BRIDGES AT FOX HOLLOW PRELIMINARY PLAT – LOTS 201-233 CONSERVATION SUBDIVISION PROPOSED SETBACKS

AMERICAN FORK CITY CODE - 17.7.503.H.6.f

The council, subject to the prior recommendation of the planning commission, may approve a designated proposed setback envelope for one or more lots within a conservation subdivision development at variance with the city standards upon a finding that such variance is appropriate for the proper development of the lot(s) and that such reduction will not result in the establishment of a hazardous condition.

The proposed reduction of side yard setback allows for flexibility for conservation subdivision lots and does not establish a hazardous condition. The entire subdivision layout is included with the request with the city standard setbacks for the flexible lots (Lot 101 – Lots 154) and the proposed setbacks for the conservation lots (Lot 201 – Lot 233) shown on each lot.

17.503.H.6.i

The council, subject to the prior recommendation of the planning commission, may approve a designated proposed setback envelope for one or more lots within a conservation subdivision development at variance with the city standards upon a finding that such variance is appropriate for the proper development of the lot(s) and that such reduction will not result in the establishment of a hazardous condition.

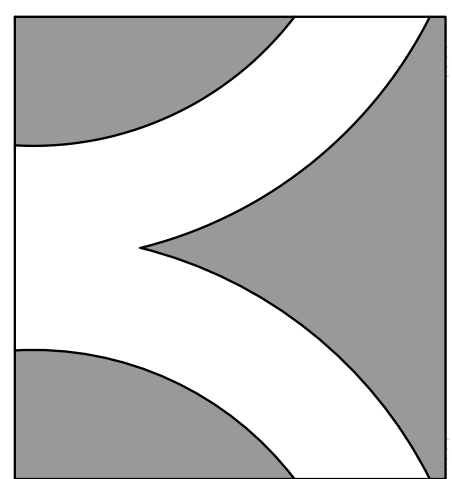
The proposed reduction of side yard setback allow for flexibility for conservation subdivision lots and does not establish a hazardous condition.

20' REAR SETBACK 5' PUE 5' SIDE SETBACK 5' PUE 25' FRONT SETBACK 10' PUE

INTERIOR LOT

20' REAR SETBACK 5' PUE 10' SIDE SETBACK 20' STREET SIDE SETBACK 5' PUE 25' FRONT SETBACK 10' PUE

CORNER LOT

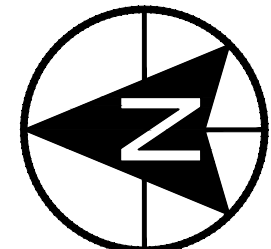


THE
BRIDGES
AT FOX HOLLOW

DEVELOPMENT

**BROOKSTONE
INVESTMENTS**

372 S MAIN STREET
ALPINE, UT 84004
(801) 756-3581



CIVIL ENGINEERING
1018 N Deer Crest Lane
Alpine Ut, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
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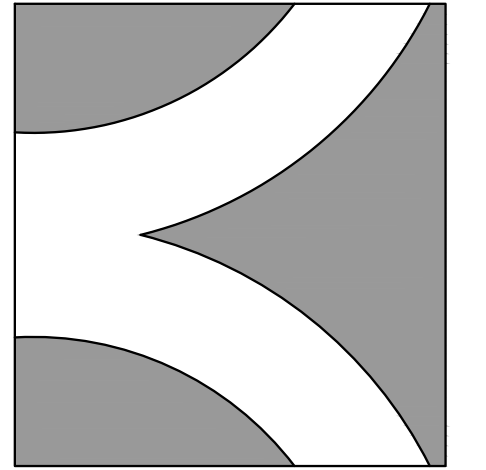
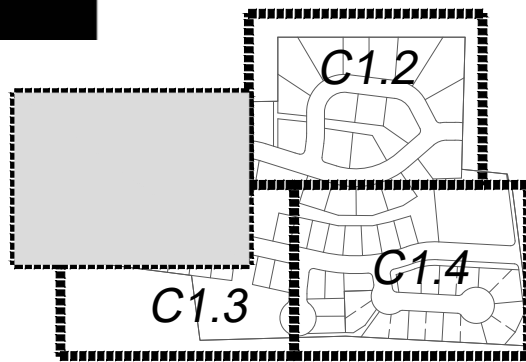


PRELIMINARY PLANS

SHEET NAME	SHEET NUMBER
PRELIMINARY PLAT	C1



MAP KEY

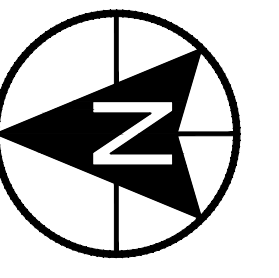


THE
BRIDGES
AT FOX HOLLOW

DEVELOPMENT

BROOKSTONE INVESTMENTS

372 S MAIN STREET
ALPINE, UT 84004
(801) 756-3581



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SCALE: 1"= 30'



1018 N Deer Crest Lane
Alpine UT, 84004
office (801) 492-1277
cell (801) 616-1677

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PRELIM	09/11/2024

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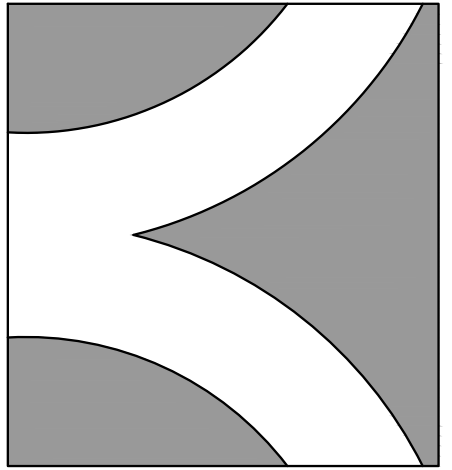
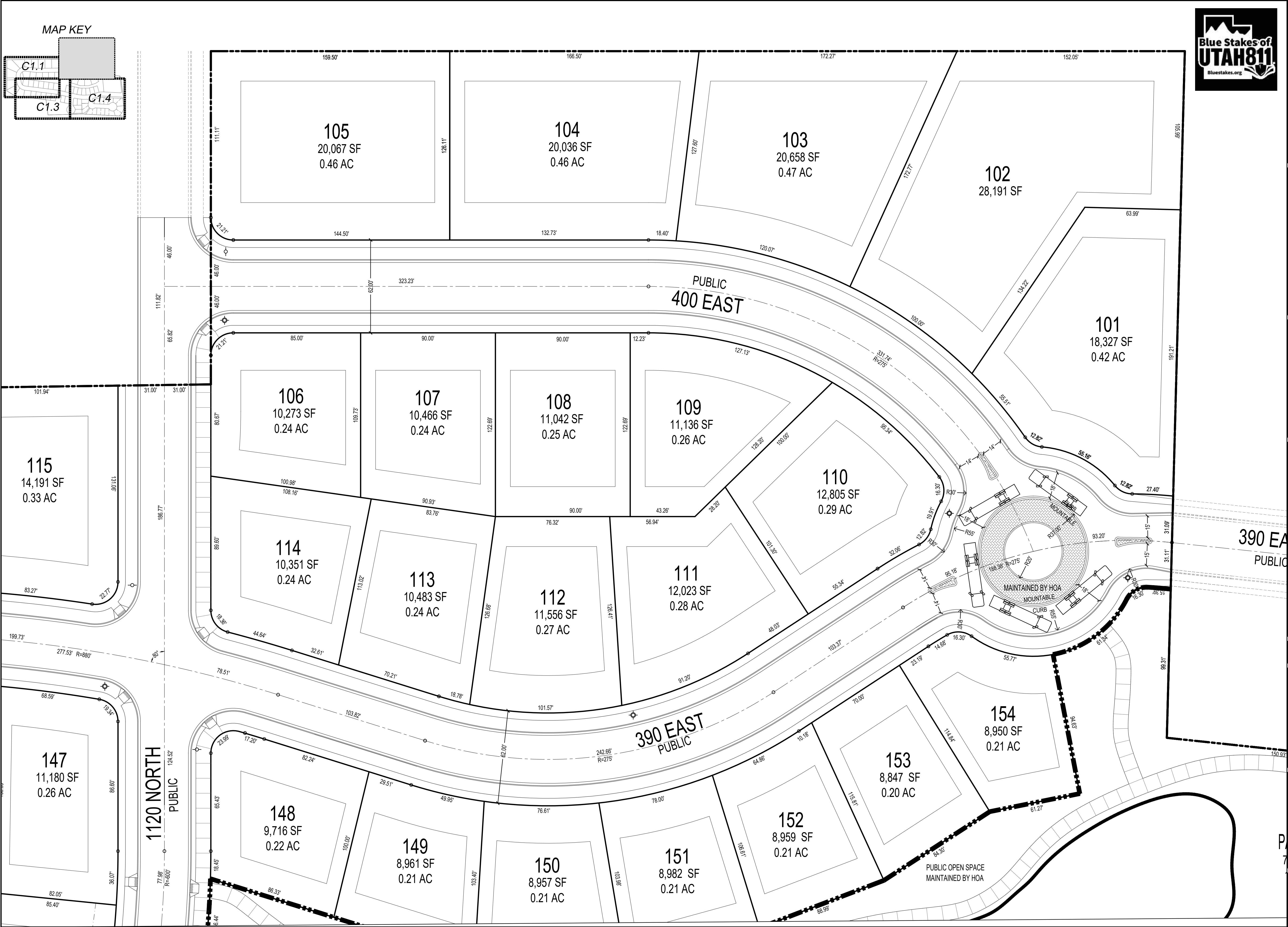


DESCRIPTION

PRELIMINARY PLANS

SHEET NAME	SHEET NUMBER
PRELIMINARY PLAT	C1.1

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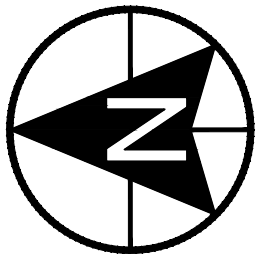


THE
BRIDGES
AT FOX HOLLOW

DEVELOPMENT

**BROOKSTONE
INVESTMENTS**

372 S MAIN STREET
ALPINE, UT 84004
(801) 756-3581



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SCALE: 1"= 30'



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Alpine UT, 84004
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cell (801) 616-1677

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STATE OF UTAH K. R. B. M. Professional Engineer No. 343602 Exp. 09/11/2026
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ACTION	DATE
PRELIM	09/11/2024

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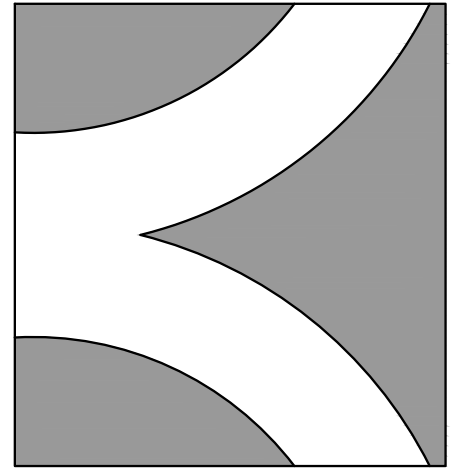
THE
BRIDGES
AT FOX HOLLOW

DESCRIPTION

**PRELIMINARY
PLANS**

SHEET NAME	SHEET NUMBER
PRELIMINARY PLAT	C1.2

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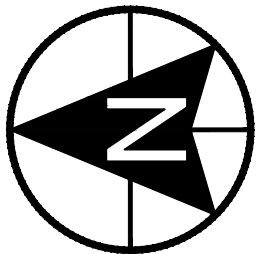


THE
BRIDGES
AT FOX HOLLOW

DEVELOPMENT

BROOKSTONE INVESTMENTS

372 S MAIN STREET
ALPINE, UT 84004
(801) 756-3581



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1018 N Deer Crest Lane
Alpine UT, 84004
office (801) 492-1277
cell (801) 616-1677

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PRELIM	09/11/2024

PROJECT



THE
BRIDGES
AT FOX HOLLOW

DESCRIPTION

PRELIMINARY PLANS

SHEET NAME	SHEET NUMBER
PRELIMINARY PLAT	C1.3

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AMERICAN FORK CITY CORP.
12:061:0195





370 EAST
PUBLIC



980 NORTH

350 EAST
PUBLIC

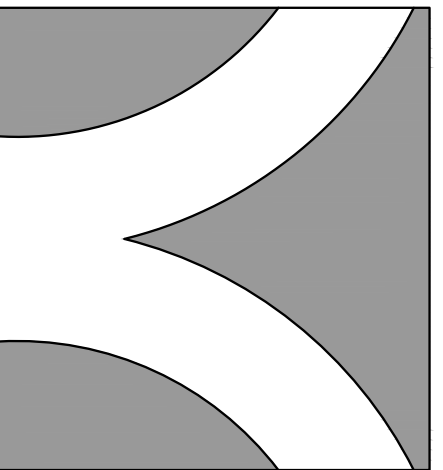
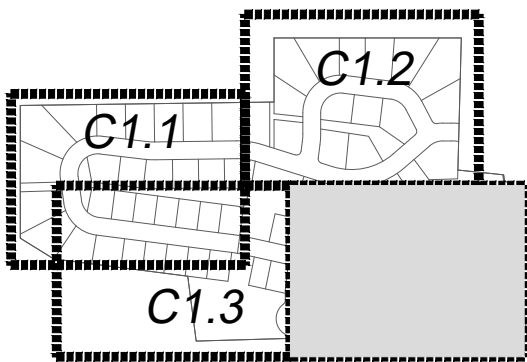
1040 NORTH
PUBLIC

PUBLIC
330 EAST

PARCEL B
10,237 SF
0.24 AC

PARCEL C
77,452 SF
1.78 AC

MAP KEY

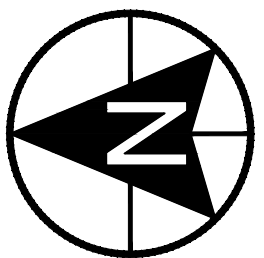


THE
BRIDGES
AT FOX HOLLOW

DEVELOPMENT

BROOKSTONE INVESTMENTS

372 S MAIN STREET
ALPINE, UT 84004
(801) 756-3581



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SCALE: 1"= 30'



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office (801) 492-1277
cell (801) 616-1677

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ACTION	DATE
PRELIM	09/11/2024

PROJECT



DESCRIPTION

PRELIMINARY PLANS

SHEET NAME	SHEET NUMBER
PRELIMINARY PLAT	C1.4

© 2024 Brookstone Investments - Berg and Engineering, Inc. 09/11/2024 Bridges at F



Planning Commission Staff Report
Meeting Date: October 16, 2024

Agenda Topic

Review and recommendation on a proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The project is located at approximately 1080 North 350 East, American Fork City, in the PR-3.0 Zone.

Background

The applicant has applied for a setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The proposed variance looks to provide a 5' side setback to the interior sides of the conservation subdivision lots. The 5' side setbacks would be consistent with the 5' easements that are put on the property for interior side property lines. The reason as to why this proposed variance is coming to the Planning Commission is that within the City's Municipal Code, the applicant may request a variance to setbacks upon a finding that such variance is appropriate for the proper development of the lot(s) and that such reduction will not result in the establishment of a hazardous condition. The Planning Commission will need to make a recommendation on whether they approve or deny the proposed variance, then the City Council will be the determining body.

Potential Motions – Code Text Amendment

Approval

I move to recommend approval for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions, and providing an effective date for the ordinance.

Denial

I move to recommend denial for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions.

Table

I move to table action for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions, and instruct staff/developer to.....

UNAPPROVED MINUTES

10.16.2024

Voting was as follows:

Christine Anderson	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Claire Oldham	AYE

The motion to table passed**ACTION ITEMS**

- a. Review and recommendation on a proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The project is located at approximately 1080 North 350 East, American Fork City, in the PR-3.0 Zone.**

Cody Opperman reviewed the background information for action item letter a: The applicant has applied for a setback variance for the Bridges at Fox Hollow Conservation Subdivision Project. The proposed variance looks to provide a 5' side setback to the interior sides of the conservation subdivision lots. The 5' side setbacks would be consistent with the 5' easements that are put on the property for interior side property lines. The reason as to why this proposed variance is coming to the Planning Commission is that within the City's Municipal Code, the applicant may request a variance to setbacks upon a finding that such variance is appropriate for the proper development of the lot(s) and that such reduction will not result in the establishment of a hazardous condition. The Planning Commission will need to make a recommendation on whether they approve or deny the proposed variance, then the City Council will be the determining body. Christine Anderson asked if this was the same project that was before the commission at the last meeting. Cody Opperman informed that Bridges at Fox Hollow had a development agreement that came through recently, and they did go through the process just over a year ago but some changes along with the expiration of their plats, has caused them to come back through the process. Ms. Anderson asked if they had the 5-foot setback when this project was approved before, or if that was one of the changes, and also asked for clarification on the code requirement on a setback change. Mr. Opperman confirmed that the 5-foot setbacks were on the previously approved plan and informed the commissioners that the code says, "The applicant may request a variance to setbacks upon finding that such a variance is appropriate to

UNAPPROVED MINUTES

10.16.2024

the proper development of the lots and that such reduction will not result in the establishment of hazardous conditions”. JJ Hsu noted that the eaves and window wells of the homes are not allowed to encroach into the setbacks. The applicant Ken Burg addressed the commissioners reminding them that this project has already been through the process and approved once. Mr. Burg added that he has not done a conservation subdivision where he has not asked for this reduced setback as this has given them the flexibility to give a variation of home designs in those smaller width lots. Christine Anderson asked if there are any other areas in the city that have 5-foot setbacks. Bruce Frandsen responded that there are many places down in the TOD that have smaller setbacks. Ken Burg reminded the planning commission they approved these setbacks a year ago, and because of the request by the city, he is back for a second time. Mr. Burg also added that many of the surrounding cities do not even have a side setback in their code anymore, as the only utility that goes through the side setback is for home telephone.

Geoff Dupaix moved to recommend approval for the proposed setback variance for the Bridges at Fox Hollow Conservation Subdivision Project, relating to side setback reductions, and providing an effective date for the ordinance.

Claire Oldham seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Claire Oldham	AYE

The motion passed

- b. Review and recommendation on a proposed zone for an annexation, known as Auto Mall Drive Extension Annexation, located at approximately 620 South 100 East, American Fork City. On approximately 23.92 acres, the property will be annexed into American Fork City and be given the Planned Commercial (GC-2) and the Planned Industrial (PI-1) zoning designation.**



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of a 5-year contract with Enterprise, Inc. for the thirty-two Axon Fleet in-car cameras for the police department's patrol vehicles.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The vendor for the in-car cameras (dashcams) the police department has been using for several years no longer offers support for the cameras and storage model. These cameras are beginning to show signs of failure, forcing the department to evaluate alternatives.

Axon Enterprise, Inc. provides a high-quality in-car camera (Axon Fleet 3) that interfaces with the department's existing body-worn cameras and follows a cloud-based storage model which will save a significant amount of staff time.

BUDGET IMPACT

See contract.

SUGGESTED MOTION

Move to approve the contract with Axon Enterprises, Inc. for the provision of 32 in-car cameras for the Police Department's patrol cars.

SUPPORTING DOCUMENTS

Axon Agreement 11.12.24 (PDF)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-612570-45589.687TC

Issued: 10/24/2024

Quote Expiration: 11/15/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 129700

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
American Fork Police Department - UT 75 E 80 N American Fork, UT 84003-1652 USA	American Fork Police Department - UT 75 E 80 N American Fork UT 84003-1652 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Adam Ellison Phone: (801) 763-3020 Email: aellison@americanfork.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$247,315.20
ESTIMATED TOTAL W/ TAX	\$247,315.20

Discount Summary

Average Savings Per Year	\$8,037.12
TOTAL SAVINGS	\$40,185.60

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$24,731.52	\$0.00	\$24,731.52
Dec 2025	\$55,645.92	\$0.00	\$55,645.92
Dec 2026	\$55,645.92	\$0.00	\$55,645.92
Dec 2027	\$55,645.92	\$0.00	\$55,645.92
Dec 2028	\$55,645.92	\$0.00	\$55,645.92
Total	\$247,315.20	\$0.00	\$247,315.20

Attachment: Axon Agreement 11.12.24 (Axon Agreement)

Quote Unbundled Price:	\$287,500.80
Quote List Price:	\$309,907.20
Quote Subtotal:	\$247,315.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	32	60	\$149.74	\$161.41	\$128.81	\$247,315.20	\$0.00	\$247,315.20
Total							\$247,315.20	\$0.00	\$247,315.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	32	1	12/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	32	1	12/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	12/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	32	01/01/2025	12/31/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	64	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	32

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	32	12/01/2025	12/31/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	32	12/01/2025	12/31/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	75 E 80 N	American Fork	UT	84003-1652	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	32	\$24,731.52	\$0.00	\$24,731.52
Total				\$24,731.52	\$0.00	\$24,731.52

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	32	\$55,645.92	\$0.00	\$55,645.92
Total				\$55,645.92	\$0.00	\$55,645.92

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	32	\$55,645.92	\$0.00	\$55,645.92
Total				\$55,645.92	\$0.00	\$55,645.92

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	32	\$55,645.92	\$0.00	\$55,645.92
Total				\$55,645.92	\$0.00	\$55,645.92

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	32	\$55,645.92	\$0.00	\$55,645.92
Total				\$55,645.92	\$0.00	\$55,645.92

Attachment: Axon Agreement 11.12.24 (Axon Agreement)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/24/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and American Fork Police Department - UT the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 12, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the disbursement of FY 2023/2024 PARC Tax funds to Alpine Community Theater in the amount of \$8,886.00

SUMMARY RECOMMENDATION

Approval has been recommended.

BACKGROUND

This disbursement would be to Alpine Community Theater (ACT) in the amount of \$8,886.00 for operational funding.

BUDGET IMPACT

\$8,886.00

SUGGESTED MOTION

Move to approve the disbursement of FY 2023/2024 PARC Tax funds in the amount of \$8,886.00 to Alpine Community Theater, and authorize the city administrator to enter into a disbursement contract under the direction of the mayor.

SUPPORTING DOCUMENTS

2023-2024 PARC Tax Allocation to ACT (DOCX)

ORDINANCE NO. _____**AN ORDINANCE PROVIDING FOR THE DISTRIBUTION OF FISCAL YEAR 2023/2024
PARC TAX REVENUES**

WHEREAS, on December 9, 2014 American Fork City Council approved Ordinance No. 2014-12-46, the Parks, Arts, Recreation and Culture Sales and Use Tax (PARC Tax);

WHEREAS, the PARC Tax became effective April 1, 2015;

WHEREAS, the City Council recognizes that parks, arts, recreation and culture enrich the quality of life in a community;

WHEREAS, the City Council desires to encourage and support the advancement or recreational and cultural facilities and cultural arts organization in American Fork; and

WHEREAS, the purpose of this ordinance is to provide for the distribution of the Fiscal Year 2023/2024 PARC Tax revenues.

NOW THEREFORE, be it ordained by the American Fork City Council as follows:

1. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **Alpine Community Theater** in the amount of \$8,886.00 for the operational funding.
2. No PARC Tax revenues shall be distributed to an entity for operation expenses until the entity has signed a contract with the City meeting the requirements of Resolution No. 2015-04-09R and Resolution No. 2017-01-06R, A Resolution Creating the Parks, Arts, Recreation and Culture Tax Advisory Board.
3. PARC Tax revenues in future fiscal years will also be awarded after a competitive application process based on merit and availability of funds. Receipt of PARC Tax funding in this round of applications does not guarantee PARC Tax funding in future years.
4. The City Administrator is hereby authorized to sign any documents required to proceed with the distribution of PARC Tax revenues as set forth in this ordinance.

5. All acts, orders, resolutions, ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.

This ordinance shall take effect immediately upon its passage and publication as prescribed by law.

Passed by the American Fork City Council on this 12th day of November 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder