

AMERICAN FORK CITY COUNCIL
FEBRUARY 12, 2019
PUBLIC HEARING, REGULAR SESSION AGENDA

Notice is hereby given that the American Fork City Council will hold a public hearing in conjunction with a regular session on **Tuesday, February 12, 2019**, in the **American Fork City Hall, 31 North Church Street**, commencing at **7:00 p.m.** The agenda shall be as follows:

PUBLIC HEARING

The American Fork City Council will hold a public hearing to receive public comment on the following items:

- The AF10 Annexation consisting of 12.20 acres at approximately 850 West 620 South.
- The AF191 Annexation consisting of 0.51 acres at approximately 800 South 900 West.
- The AF Penrod Annexation consisting of 10.72 acres at approximately 950 West 620 South.
- The Phelon Annexation consisting of 47.39 acres at approximately 400 East 1700 South.

REGULAR SESSION

1. Pledge of Allegiance; prayer by Council Member Barnes; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. 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 January 15, 2019 work session minutes.
2. Approval of the January 22, 2019 city council minutes.
3. Consideration of the authorization to release the Improvements Durability Retainer of \$76,079.74 for South Point Phase 2, located at 348 South 780 East, American Fork, UT 84003. *(Requested by Scott Sensanbaugher, Public Works)*

ACTION ITEMS

1. Ratification of city payments (January 15, 2019 to February 5, 2019) and approval of purchase requests over \$25,000.
2. Review and action on an ordinance amending Section 17.5.134 of the city code regarding accessory apartments and creating a new Section regulating Short Term Rentals in American Fork City. *(Requested by Terilyn Lurker, Recorder)*
3. Review and Action on a Network Operations Center Lease Agreement with American Fiber, Inc. *(Requested by George Schade, Technology)*
4. Review and Action on an Agreement for 5 Year Financial Forecasting Services *(Requested by Kyle Maurer, Administration)*

5. Review and action on the Communities that Care program. *(Requested by Terilyn Lurker, Recorder)*
6. Review and action on the AF21 Annexation consisting of 19.20 acres at 850 West 500 South including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the Transit Oriented Development (TOD) zone. *(Requested by Terilyn Lurker, Recorder)*
7. Review and action on the Vest Annexation consisting of 87.95 acres at approximately 700 South 860 East, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the Planned Community (PC). *(Requested by Terilyn Lurker, Recorder)*
8. Review and action on the Water Banking Agreement for Jay W. Garlick *(Requested by Scott Sensanbaugher, Public Works)*
9. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
 - a. Review and action on an ordinance approving a commercial site plan for Utah Endocrinology, located at 60 North 1100 East, in the PO-1 Professional Office zone. *(Requested by Adam Olsen, Planning)*
10. Consideration and action to enter into a closed session to discuss pending litigation as described in Utah State Code 52-4-205(c).
11. Adjournment.

Dated this 8 day of February, 2019.



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
FEBRUARY 12, 2019**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$_76,079.74_ for South Point Phase 2, located at 348 South 780 East, American Fork, UT 84003.

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 \$76,079.74 for South Point Phase 2. 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

Bond Release Request South Point PH2 (PDF)

Inspection Request South Point Ph2-Durability (PDF)

Durability Release South Point Ph2 (PDF)



BOND RELEASE REQUEST

Development Name: South Point Phase 2

Development Address: 348 S 780 E American Fork, UT 84003

☐ Partial Release

☐ Final Release

☒ 10% Warranty Release

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
Phase 2 Durability Bond Release	1		66,179.74	66,179.74	
Phase 2 Tree Bond Release	1		9,900.00	9,900.00	
Total				76,079.74	

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

Please send check/bank letter to:

Name: Oakwood Homes of Utah CC/Landon Larsen

Bank (if applicable): _____

Address: 206 E Winchester St

City: Murray State: Utah ZIP: 84107

Phone: 208-371-7381 Email: llarsen@oakwoodhomesco.com

Signature: Landon J. Larsen Date: 01/23/2019

Inspector Use Only	
Inspector Signature: <u>[Signature]</u>	Date: <u>1-23-19</u>

PERFORMANCE GUARANTEE BOND RELEASE INSPECTION

This is an application for Escrow Bond Release/ Performance Guarantee or Maintenance Bond partial or final release.

Project Information

Project Name: South Point Phase 2
 Project Address: 740 East 400 South
 Type of Project ☒ Subdivision ☐ Site Plan ☐ Road Project ☐ Underground Utility

Performance Guarantee Bond Information

Performance Guarantee Bond posted for site improvements in the amount of \$ 66,359.48
 Date of the Request: 1-23-2017
 Amount of the Request: \$ 0.00 Land Disturbance Permit No:
 Type of Release: ☐ Partial Release ☒ Final Release ☐ Warranty Period
 Type of Bond: ☐ Cash Deposit ☐ Letter of Credit ☒ Performance in Lieu

Field Inspection and Performance Guarantee Bond Release Information

- ☒ A field inspection was performed on the above referenced application on
- ☐ Recommended Performance Guarantee Bond Release:
- ☐ DO NOT Recommend Release or Reduction at this time for the following reasons:
1.
 2.
 3.
 4.
 5.
 6.

I certify that the following recommendations are based on compliance with the American Fork City standards and technical specifications.

[Signature] City Inspector's signature 1-24-17 Date
[Signature] City Engineer's signature 1-24-2017 Date

APPROVED

Attachment: Inspection Request South Point Ph2-Durability (Durability Release - South Point Phase 2)



IMPROVEMENTS DURABILITY RETAINER 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 Improvements Durability Retainer for South Point Phase 2 pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds 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.

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

Amount Released: \$ 76,079.74

PASSED THIS 12 DAY OF February, 2019

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Durability Release South Point Ph2 (Durability Release - South Point Phase 2)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Section 17.5.134 of the city code regarding accessory apartments and creating a new Section regulating Short Term Rentals in American Fork City.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The short-term rental ordinance aims to preserve the residential character of neighborhoods within American Fork, while allowing short-term (less than 30 day) rentals of rooms/homes. Short-term rentals will be allowed city-wide, in all residential zones. The only prohibition to this is within accessory apartment units, which are intended for rentals longer than 30 days. A two-night minimum stay is required for all short-term rental properties. Properties containing short-term rentals are restricted to four (4) bedrooms or less, with an occupancy limit of two adults and two related children per bedroom; not to exceed twelve (12) persons in the entire short-term rental property. Parking is restricted to the number of vehicles that can legally park within a garage, carport, or driveway. Parking in the public right-of-way, or on any landscaped portion of a yard, is prohibited.

A business license is required for all short-term rental properties; owners of which are required to pay the City's transient room tax. A telephone number for the owner/responsible party, who may be reached 24 hours a day, 7 days a week, is required on the business license application. A register of guests, by the owner/responsible party, is also required.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to approve the ordinance amending Section 17.5.134 of the city code relating accessory apartments and creating a new section regulating Short Term Rentals in American Fork City.

SUPPORTING DOCUMENTS

Short Term Rental Draft 2.4.19 (DOCX)

ORDINANCE NO. _____

RESIDENTIAL FACILITIES. AN ORDINANCE AMENDING SECTION 17.5.134, ACCESSORY APARTMENTS AND CREATING A NEW ~~CHAPTER, _____~~, REGULATING SHORT TERM RENTALS IN AMERICAN FORK CITY.

Deleted: SECTION

Deleted: 17.5.135

WHEREAS, the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the City Code relating to Accessory Apartment and create a new Section regulating Short Term Rentals; and

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah that:

- Section 17.5.134 (B)(13) shall be amended to read as follows:

13. Short term rental prohibited. No ~~accessory apartment, nor~~ portion or room of ~~an accessory apartment,~~ shall be rented more than one time in any thirty-day period.

Deleted: a main dwelling or

- Section 17.5.135 shall read as follows:

CHAPTER _____. **SHORT TERM RENTALS**

Sections:

- _____. Findings and Purpose.
- _____. Definitions.
- _____. Business License; Room Tax.
- _____. Minimum Duration.
- _____. Bedrooms and Occupancy Limits.
- _____. Management/Maintenance Standards
- _____. Complaints.
- _____. Parking.
- _____. Violations and Penalties.

Section _____. Findings and Purpose

The City Council finds that while short-term rental properties may provide additional lodging opportunities for visitors to the city, such use is, essentially, a commercial use that can have significant adverse impact on the appearance, tranquility and standard of living in the surrounding neighborhoods and, therefore, merits careful regulation and enforcement. The purpose of this chapter is to regulate short-term rentals in the city in order to promote health, safety and general welfare of the residents of the city by establishing standards for short term rentals.

Section _____.____.____ Definitions

Bedroom means a room designated and used primarily for sleeping and rest.

Short term rental means the rental, letting of rooms or subleasing/renting of any structure, dwelling, or portion thereof for occupancy, dwelling, lodging or sleeping purposes for a period of less than thirty consecutive days.

Short term rental operator or *operator* means the owner or a responsible party designated by the owner of a short-term rental property to act for and in behalf of the owner in managing the property. If the operator is not the owner, the actions, undertakings and certifications of the operator shall be binding on the owner.

Short term rental property means any real property used, or to be used, for short term rentals purposes.

Section _____.____.____ Business License; Room Tax

The operator must continuously maintain in force and effect a city business license for the short-term rental property and timely pay all taxes and fees relating to such business, including, without limitation, the city's transient room tax.

Section _____.____.____ Minimum Duration.

Renting, letting of rooms or subleasing/renting of any structure or dwelling or portion thereof for occupancy, dwelling, lodging or sleeping purposes for less than two consecutive calendar days in duration is prohibited in any zone in the city where residential use is a permitted or conditional use unless use of such structure as a hotel, motel, bed and breakfast or similar use has been specifically authorized as a permitted or conditional use of such parcel.

Section _____.____.____ Bedrooms and Occupancy Limits

- A. A short term rental property shall not contain more than 4 bedrooms. Any excess bedrooms in a proposed short-term rental property must be converted to, and continuously used for, non-bedroom purposes for so long as such property is used for short-term rental purposes.
- B. Occupancy in any short-term rental property shall not exceed the lesser of:
 - a. Two adults and two related children per room;
 - b. Total occupancy of no more than 12 persons in the entire short-term rental property

Section _____.____.____ Management/Maintenance Standards

- A. Short-term rental properties shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood.
- B. Snow shall be removed from sidewalks and driveways within one hour after the snow has

ceased falling; provided, that in case of a storm between the hours of 5:00 p.m. and 7:00 a.m., the sidewalk shall be cleaned before 8:00 a.m. the morning following the storm.

- C. The property must be kept free from accumulated garbage and refuse and trash cans shall not be left at the curb for any period in excess of twenty-four (24) hours.
- D. Each short term rental operator shall ensure that the occupants and guests of its short-term rental property do not create unreasonable noise or disturbances (judged against, inter alia, the nature of the neighborhood where the short-term rental property is located, the time of day of the noise or disturbance, and the level of noise or similar disturbances then emanating from surrounding properties), engage in disorderly conduct, or violate provisions of this code or any other applicable federal, state, county, city or other law, rule or regulation pertaining to noise, disorderly conduct, overcrowding, illegal consumption of alcohol, use of illegal drugs, or otherwise. An operator shall be deemed to have ensured compliance with applicable law if it:
 - a. Clearly advises its occupants and guests of such requirements before they take occupancy of the property;
 - b. Promptly and appropriately respond to complaints concerning the behavior of its occupants and guests;
 - c. Promptly evicts from the short-term rental property any who have failed to comply with applicable laws on two or more occasions during their period of occupancy of a short-term rental property; and
 - d. Refuses to allow any persons who have engaged in or been party to persistent violations of applicable laws in their occupancy of a short term rental property to occupy in the future any short-term rental property under such operator's ownership or control.
- E. Promptly, upon notification that the occupants or guests of a short-term rental property have violated this Chapter, the operator shall use its most diligent best efforts to prevent a recurrence of such conduct by those occupants or guests and all future occupants or guests. Such response shall occur within thirty minutes after receipt of notification.
- F. The Planning Director or Business License official shall be authorized to prospectively impose additional reasonable conditions, applicable to all short-term rental properties in the city, as necessary to achieve the intent and objectives of this chapter.
- G. A short term rental property shall not have any signs visible from the exterior of the premises that advertise the use of the property as a short-term rental.
- H. The use of a property in a residential neighborhood for short-term rental purposes shall not change the exterior appearance of the property so that it appears dissimilar from residential properties in the surrounding neighborhood.

Section _____.____.____ Complaints

Operators shall respond to telephonic complaints within thirty minutes after such complaint is made. Inappropriate and/or non-response to such complaints shall constitute a violation of this Chapter and shall be grounds for imposition of the penalties specified in this Chapter.

Section _____.____.____ Parking

Occupants or guests of any short-term rental property shall not park more vehicles at the short-term rental property than can be legally parked in the garage or carport or on the driveway. Parking of occupant or guest vehicles on the public right-of-way adjoining the short-term rental property, or on areas of the property designated as yard or lawn, is prohibited.

Section _____.____.____ Violations and Penalties

Failure to comply with this chapter shall constitute a violation of this code for which a citation may be issued and penalties may be imposed by the city. Each day that a violation occurs or continues is a separate violation.

PASSED AND ADOPTED BY THE AMERICAN FORK CITY COUNCIL, STATE OF UTAH, ON THIS ____ DAY OF _____, 2019.

AMERICAN FORK CITY:

MAYOR BRADLEY J. FROST

ATTEST:

TERILYN LURKER, CITY RECORDER

ORDINANCE NO. _____

BUSINESS LICENSE FOR RESIDENTIAL FACILITIES. AN ORDINANCE CREATING A NEW SECTION OF THE AMERICAN FORK CITY CODE REGULATING BUSINESS LICENSES FOR SHORT TERM RENTALS.

WHEREAS, the City has the authority to enact ordinances that promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, American Fork shall, from time to time, examine ordinances to ensure they are properly regarded, enforced, sufficient and satisfactory to the needs of the community and can further suggest changes as deemed proper;

WHEREAS, for the benefit of the residents of American Fork, the City desires to create a new business license requirement for Short Term Rentals.

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah that:

Sections:

- 5.40.010 Definitions
- 5.40.020 License Required
- 5.40.030 Application
- 5.40.040 Fee – Purpose - Amount
- 5.40.050 Compliance Required
- 5.40.060 Register of Guests

Section 5.40.010 Definitions

Bedroom means a room designated and used primarily for sleeping and rest on.

Short term rental means the rental, letting of rooms or subleasing/renting of any structure, dwelling, or portion thereof for occupancy, dwelling, lodging or sleeping purposes for a period of less than thirty consecutive days.

Short term rental property means any real property used, or to be used, for short term rentals purposes.

Section 5.40.020 License Required

It is unlawful for any person, firm or corporation operate a short term rental within the City without first securing approval for such use in accordance with the applicable provisions of Chapter _____ and obtaining a short term rental business license.

Section 5.40.030 Application

Applications shall contain such information as the license official shall from time to time require,

including the location of the short-term rental property, the number of bedrooms contained in such property, the number of persons to be accommodated and a telephone number for which a responsible party may be reached 24 hours a day 7 days a week.

Section 5.28.040 Fee – Purpose – Amount

For purpose of regulation and to defray the cost of municipal services and administration, an annual Short Term Rental Business License Fee in the amount set forth in the City Fee Schedule shall be levied and assessed for each Short Term Rental.

Section 5.28.050 Compliance Required

It is unlawful to conduct or operate a short-term rental business without full compliance with the requirements of Chapter _____ of this code. The issuance of a short-term rental business license under this chapter does not authorize operation of a short-term rental business without concurrent compliance with all of the requirements of Chapter _____ and all other requirements of this code and other applicable law.

Section 5.28.060 Register of Guests

Each short-term rental proprietor shall keep or cause to be kept a register of guests. Such registration or list shall be available for inspection by the license official or designee at any time.

PASSED AND ADOPTED BY THE AMERICAN FORK CITY COUNCIL, STATE OF UTAH, ON THIS ____ DAY OF _____, 2019.

AMERICAN FORK CITY:

MAYOR BRADLEY J. FROST

ATTEST:

TERILYN LURKER, CITY RECORDER



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Technology

Director Approval George Schade

AGENDA ITEM Review and Action on a Network Operations Center Lease Agreement with American Fiber, Inc.

SUMMARY RECOMMENDATION Staff recommends approval of this Lease Agreement.

BACKGROUND American Fiber has been in our Network Operations Center (NOC) since they purchase the in-city network from the city back in June of 2008. They expressed an interest in staying in the NOC and worked with the Broadband Department to get an agreement that was agreeable to both parties. We worked together to bring this Lease Agreement before the City Council for Action.

BUDGET IMPACT As part of this process, American Fiber is now able to pay the city the \$500,000.

SUGGESTED MOTION I move to approve the Network Operations Center Lease Agreement with American Fiber, Inc.

SUPPORTING DOCUMENTS

NOC Lease Agreement Final (DOCX)

LEASE AGREEMENT

This Lease Agreement made and entered into on this 12th day of February, 2019 (the "Effective Date") between the City of American Fork ("Lessor") and American Fiber, Inc., a Utah Corporation. ("Lessee").

1. **Leased Premises.** Lessor hereby leases to Lessee and Lessee does hereby lease from Lessor those certain premises in the Police and Courts building located at 75 East 80 North (hereinafter called "Building") in American Fork, Utah being more particularly described as two (2) existing racks of space in Lessor's Network Operations Center (NOC) in the basement of Lessor's Building (the "Leased Premises"). Any additional rack space (if available) in NOC requested by Lessee will be negotiated by Lessor and Lessee. Lessee's lease is non-exclusive.

2. **Exchange of Facilities and Services.** As part of this Lease Agreement, Lessor and Lessee agree that from time to time certain facilities and services owned or provided by the parties to this Agreement may be exchanged or shared to maximize efficiency and economic use of such facilities and services. The current facilities and services shared by the parties are listed on Exhibit B to this Agreement. The parties to this Agreement may mutually agree from time to time to change items listed on Exhibit B. In the event of any mutually agreed upon changes to Exhibit B, a new Exhibit B will be drafted by the parties to this Agreement. Such new Exhibit B will be executed by the party's authorized signatories and an attestation will be signed by the City Recorder.

3. **Payment of Promissory Note.** Lessee owes to Lessor \$500,000.00 pursuant to the terms of a Promissory Note dated June of 2008. Said Promissory Note shall be paid in full within one year of the Effective Date of this Lease Agreement. In the event Lessee fails to pay the Promissory Note in full, in addition to the required payment pursuant to this Lease Agreement, within one year of the Effective Date of this Agreement Lessor shall have the right to terminate this Agreement without prior Notice.

4. **Term.** Subject to the terms and conditions set forth herein, this Lease Agreement shall continue in force for a term of five (5) years from the Effective Date unless sooner terminated pursuant to the provisions of this Lease Agreement. Notwithstanding the foregoing, Lessor or Lessee may terminate this Lease Agreement with or without cause one hundred eighty (180) days after giving Lessor written notice. On the last day of the term, or the last day of any renewal thereof pursuant to Section 5, or upon earlier termination of this Lease Agreement, Lessee shall quit and surrender the Leased Premises to Lessor broom clean, in good order, condition and repair except for ordinary wear and tear and damage by fire or other insured casualty.

5. **Renewal.** Lessee, at Lessee's sole option, may renew the term of this Lease Agreement for two additional five (5) year terms on the same terms and conditions. Any renewal for additional terms shall be negotiated between Lessor and Lessee no fewer than one-hundred Eighty Days (180) prior to the end of the term of this Agreement. Lessee shall give notice to Lessor of its intention to renew said lease no fewer than one hundred eighty (180) days before the end of the term or any renewal thereof or lose its right to renew.

6. Use. The Leased Premises are to be used by Lessee solely for the purpose of housing network operating equipment. Lessor shall maintain the leased space solely for the purpose of housing network operating equipment and as such shall designate the leased space for that purpose as a data center.

7. Rent. Lessee hereby agrees to pay Lessor base annual rent of \$9,600 for the Leased Premises in twelve equal installments of \$800. All payments herein are due and payable on the first day of each calendar month during the term or any renewal thereof at the address designated by Lessor without notice, demand, set off or counterclaim. Payments for the first and last months of the term or any renewal shall be prorated. All past due installments of rent shall bear interest at an annual rate of fourteen percent (14%).

8. Services. Lessor agrees to provide heat, fire suppression, ventilation, air conditioning, uninterrupted electricity, gas, water and garbage removal utilized in operating the facilities serving the Leased Premises consistent with collation space for network operating equipment utilized in the Telecommunications Industry. Lessor will designate the leased space as a data center for the purposes of housing telecommunications network operating equipment.

9. Parking. Lessee acknowledges and accepts that parking is limited at the Building and is only available during normal working hours in the east parking lot of the Building for deliveries requiring 15 minutes or less. At times other than during normal working hours Lessee may use said east parking lot. Otherwise during normal business hours Lessee may use the parking lot across the street from the Building at the Fire Rescue building, but may not use either parking lot for overnight parking or storage.

10. Quiet Enjoyment. Lessor covenants that Lessee shall have and peacefully hold and enjoy the Leased Premises subject to the other terms hereof, provided that Lessee pays the rental and other sums herein recited to be paid and performs all of the covenants and agreements herein contained.

11. Repairs. Lessor agrees to make repairs as may be required for normal maintenance operations of the Leased Premises. The Lessor shall make all structural repairs, interior and exterior, as and when needed in the Building except for those repairs which Lessee is responsible pursuant to any other provisions of this Lease Agreement. Lessee shall pay for all ordinary or extraordinary repairs caused by the installation, use or operation of Lessee's property in the Leased Premises, the moving of Lessee's property in or out of the Building, the misuse or neglect by Lessee or any of its employees, agents or contractors of the Building.

12. Inspection. Lessee shall permit Lessor and its contractors, agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect or clean the same, make repairs, alterations or additions thereof, or for any other purpose, as Lessor may deem necessary or desirable, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

13. Nuisance. Lessee shall conduct its business and control its agents, employees, invitees, contractors and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other lessee or the Lessor in its operation of the Building

14. **Fixtures.** All alterations, physical additions, or improvements in or to the Leased Premises (including fixtures but excluding trade fixtures) shall, when made, become the property of the Lessor and shall be surrendered to Lessor upon termination of this Lease Agreement, whether by lapse of time or otherwise; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee.

15. **Mechanic's Liens.** Lessee shall indemnify and hold harmless Lessor from and against all claims, damages, costs (including attorney's fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any alteration, addition or improvement made by Lessee to the Leased Premises, including but not limited to any mechanics' or materialmen's liens asserted in connection herewith. Should any mechanic's or other liens be filed against any portion of the Building by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled or discharged of record by bond or otherwise within ten (10) days after notice by Lessor. If Lessee shall fail to cancel or discharge said liens, within said ten-day period, Lessor may, at its sole option, cancel or discharge the same and upon Lessor's demand, Lessee shall promptly reimburse Lessor for all costs incurred in canceling or discharging such liens.

16. **Damages from Certain Causes.** Lessor shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any cause beyond Lessor's control, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building.

17. **Fire Clause.** If the Leased Premises shall be partially destroyed by fire or other casualty so as to render the Leased Premises unrentable in whole or in part, the rental provided for herein shall abate thereafter as to the portion of the Leased Premises rendered unrentable until such time as the Leased Premises are made tenable as determined by Lessor and Lessor agrees to commence and prosecute such repair work promptly and with all due diligence. However, in the event such destruction results in the Leased Premises being unrentable in whole or in substantial part for a period reasonably estimated by a responsible contractor selected by Lessor to be one (1) year or longer after the loss, or in the event of total or substantial damage or destruction of the Leased Premises or the remainder of the Building from any cause and if Lessor shall decide not to rebuild, then in either event all rent owed up to the time of such destruction shall be paid by Lessee and thenceforth this Lease Agreement shall cease and come to an end for the Leased Premises. Lessor shall give Lessee written notice of its decisions, estimates or elections under this section within sixty (60) days after any such damage or destruction to the Leased Premises, in which event Lessee shall bear the cost (including rentals which are lost due to any excess construction time) of such restoration or rebuilding to the extent the same exceeds the costs Lessor would have incurred had only Building standard improvements been used.

18. **Events of Default.** Each of the following events shall be considered a default of Lessee under this Lease Agreement: (1) failure to pay the monthly rent; (2) non-payment of any sum to be paid by Lessee under this Lease Agreement; (3) the non-performance of any other agreement and covenant or condition which Lessee is required to observe and to perform, including any breach of any agreement made in relation to the sale of certain assets by Lessor to Lessee; (4) the levy or execution upon the interest of Lessee under this Lease Agreement; (5) the filing of any petition by or against Lessee to declare Lessee a bankrupt, or

to delay, reduce or modify Lessee's debts or obligations; (6) the filing of any petition or other action to reorganize or modify Lessee's capital structure, or the judicial declaration that Lessee is insolvent according to law; (7) subject to Lessee's right to terminate in section 19(b), the vacation or abandonment by Lessee of the Leased Premises or any part thereof or Leased Fiber during the term or any renewal; and (8) the cessation of Lessee to exist as a corporation in good standing in the state of its incorporation or dissolution or liquidation of Lessee. Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease Agreement. Notwithstanding the foregoing, no levy, execution, legal process or petition filed against Lessee shall constitute a breach of this Lease Agreement if Lessee shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within thirty (30) days from the date of its creation, service or filing.

19. Remedies. Upon any event of default under the terms of this Lease Agreement, Lessor may have one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Lessor may terminate this Lease Agreement and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises (including attorneys' fees and costs of suit); (ii) the unpaid rent earned at the time of termination, plus interest thereon at the rate of fourteen percent (14%), (iii) the present value of the fair market rental value of the Leased Premises for said period; and (iv) any other sum of money and damages owed by Lessee to Lessor.

(b) Lessor may terminate Lessee's right of possession and may repossess the Leased Premises, by forcible entry, detainer suit or otherwise, without thereby releasing Lessee from any liability hereunder and without demand or notice of any kind to Lessee and without terminating this Lease Agreement, in which event Lessor may, but shall be under no obligation to do so, relet the same for the account of Lessee for such rent and upon such terms as shall be satisfactory to Lessor. For the purpose of such reletting Lessor is authorized to paint or make any repairs, changes, alterations or additions in or to the Leased Premises, as may be reasonably necessary or desirable. If Lessor shall fail or refuse to relet the Leased Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting to satisfy the rent provided for in this Lease Agreement to be paid, then (i) Lessee shall pay to Lessor as damages a sum equal to the amount of the rental required in this Lease Agreement for such period or periods, plus the cost of recovering possession of the Leased Premises, (including attorneys' fees and costs of suit), the unpaid rent earned at the time of repossession or reletting plus annual interest thereon at the rate of fourteen percent (14%), and the costs incurred in any attempt by Lessor to relet the Leased Premises. If the Leased Premises, have been relet, the Lessee shall satisfy and pay any deficiency. Any such payment due Lessor shall be made upon demand therefor and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Section. No delivery to or recovery by Lessor of any portion due Lessor hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Lessor, nor shall such reletting be construed as an election on the part of Lessor to terminate this Lease Agreement unless a written notice of such intention be given to

Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease Agreement for such previous breach.

20. Time to Cure. Lessor, before exercising any of the remedies provided in Section 17 of this Agreement shall give written notice to Lessee of such Event of Default and:

(a) if the Event of Default is a Monetary Default, Lessee shall have fifteen (15) days within which to cure the default following giving of notice; or

(b) if the Event of Default is a Non-Monetary Default, Lessee shall have thirty (30) days within which to cure the default after the giving of notice; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, such 30 day period shall be extended if Lessee shall, within such period, commence such cure and give written notice to Lessor of the actions taken (and to be taken) to effect such cure and, thereafter, diligently pursues the same to completion within a reasonable time.

A "Monetary Default" means an Event of Default that involves the failure to pay money when due. A "Non-Monetary Default" means all other Events of Default whether defined herein or in a Transaction Document that are not Monetary Defaults.

21. Insurance. Lessor shall maintain fire and extended coverage insurance on the Building including additions and improvements by Lessee which are made by Lessee and which have become or are to become the property of Lessor upon vacation of the Leased Premises by Lessee. Said insurance shall be maintained at the expense of Lessor and payments for losses thereunder shall be made solely to Lessor.

(a) Lessee shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including removable trade fixtures located in the Leased Premises and on all additions and improvements made by Lessee and not required to be insured by Lessor above. If the annual premiums to be paid by Lessor shall exceed the standard rates because of Lessee's operations, contents of Leased Premises or improvements with respect to the Leased Premises beyond building standard, result in extra hazardous exposure, Lessee shall promptly pay the excess amount of the premium upon request by Lessor.

(b) Lessee shall also maintain at all times during the term of this Lease Agreement, at its own cost and expense, insurance coverage listed below and shall require its subcontractors and agents to maintain the same insurance.

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of any use, occupancy, installation, or repair by Lessee of the Leased Premises, in connection with this Lease Agreement. The limits of insurance shall not be less than \$1,000,000 for each occurrence and \$2,000,000 in general aggregate, all of which shall be adjusted each even-numbered year in accordance with Utah Code Ann. § 63-30d-604(4).

(2) Workers' Compensation Insurance.

22. NO WARRANTIES; LIMITATION OF LIABILITY. LESSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND LESSEE HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES IN CONNECTION WITH THE LEASED PREMISES, PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. UNDER NO CIRCUMSTANCE SHALL LESSOR BE LIABLE TO LESSEE OR ANY OTHER PERSON FOR SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF CUSTOMERS, DAMAGE TO CUSTOMER RELATIONS OR SIMILAR CLAIMS BY LESSEE OR ANY PERSON CLAIMING THROUGH LESSEE. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY ACT OR OMISSION OF ANY OTHER ENTITY FURNISHING FACILITIES OR EQUIPMENT USED WITH RESPECT TO OR IN CONJUNCTION WITH THIS AGREEMENT.

23. Non-Waiver. Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder.

24. Holding Over. In the event of holding over by Lessee after expiration or termination of this Lease Agreement without the written consent of Lessor, Lessee shall pay as liquidated damages double rent for the entire holdover period. No holding over by Lessee after the term of this Lease Agreement shall be construed to extend the Lease Agreement; in the event of any unauthorized holding over, Lessee shall also indemnify Lessor against all claims for damages by any other tenant to whom Lessor may have leased all or any part of the Building effective after the termination of this Lease Agreement. Any holding over with the written consent of Lessor shall thereafter constitute this lease as a lease from month to month.

25. Attorneys' Fees. In the event either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease Agreement and the other party places the enforcement of this lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the Leased Premises, in the hands of an attorney who files suit upon the same, and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorney's fees.

26. Subordination. Lessee agrees that, upon the request of Lessor made in writing, Lessee will subordinate this Lease Agreement to each mortgage or deed of trust which may now or hereafter encumber the Building and/or the Land, as well as to renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that the holder of any mortgage or deed of trust shall enter into an agreement with Lessee providing that Lessee shall

not be disturbed in its possession of the Leased Premises or its rights hereunder terminated by such holder as long as Lessee is not in default under this Lease Agreement.

27. Estoppel Certificate. At Lessor's request, Lessee will execute an estoppel certificate certifying to such facts (if they are true) and agreeing to such notice provisions and other matters as a third party may reasonably require in connection with the business dealings of Lessor and such third party.

28. Assignment. Lessee shall not assign or sublease the Leased Premises, except by written consent of the Lessor, which consent may be withheld by Lessor in its sole discretion. Lessor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder in its sole discretion.

29. Notices. All notices or other communications required or permitted hereunder shall be in writing and may be given by depositing the same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier or by delivering the same in person to such party:

If to Seller:

American Fork City
Attn: Broadband Manager
51 East Main Street
American Fork, Utah 84003

If to Lessee:

American Fiber, Inc.
Attn: David I. Davis
714 East 50 South
American Fork, UT 84003

Notice shall be deemed given and effective when actually received. Either party may change the address for notice by notifying the other party or such change in accordance with this paragraph.

30. Building Access. Lessee acknowledges and accepts that the Building is secure and that Lessor must restrict Lessee's access to the Building to maintain its security. Lessor will issue security cards to no more than six of Lessee's employees who have passed Lessor's background check. The security cards will give Lessee access only to Lessee's equipment in the basement of the Building.

31. Taxes. Lessor shall be responsible for all real property taxes that may be levied or assessed against the Leased Premises by any lawful authority for each calendar year or portion thereof commencing on the Effective Date; provided that Lessee shall be responsible for all taxes that may be levied or assessed against Lessee's personal property located at the Leased Premises or any fixture or alteration to the Leased Premises installed or constructed by or at the direction of Lessee during the Term. Lessee shall also be solely responsible throughout the term or any renewal for all taxes, fees, or other impositions properly payable with respect to the Leased Fibers and Leased Conduits granted herein.

32. Miscellaneous.

(a) This Lease Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor, and shall be binding upon and inure to the benefit of Lessee, its successors, and, to the extent assignment may be approved by Lessor hereunder, Lessee's assigns.

(b) The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

(c) All rights and remedies of Lessor under this Lease Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Lease Agreement is declared to be a Utah contract, and all of the terms thereof shall be construed according to the laws of the State of Utah.

(d) This Lease Agreement may not be altered, changed or amended, except by an instrument in writing executed by all of the parties hereto merely because such parties are the "Lessor" or the "Lessee" hereunder or such parties or their counsel are the draftsmen of this Lease Agreement.

(e) Lessee warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors or partners) for the execution, delivery and performance of this Lease Agreement have been obtained and that Lessee has the right and authority to enter into and perform its covenants contained in this Lease Agreement.

(f) Whenever in this Lease Agreement there is imposed upon Lessor the obligation to use its best efforts, reasonable efforts or diligence, Lessor shall be required to do so only to the extent the same is economically feasible and otherwise will not impose upon Lessor extreme financial or other burdens.

(g) Lessee agrees to comply with all statutes, codes, rules, regulations or other requirements of any Federal, State, municipal or other public authorities with respect to the demised premises and its business thereon.

(h) If any terms or provision of this Lease Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid and unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this lease of the date aforesaid.

LESSOR:

City of American Fork

LESSEE:

American Fiber, Inc.

By:_____

Brad Frost

Mayor

By:_____

David I. Davis

President

ATTEST:

City Recorder

Attachment: NOC Lease Agreement Final (Lease Agreement with American Fiber, Inc.)

**EXHIBIT A
EXCHANGE OF FACILITIES AND SERVICES**

Provided by Lessee:

1. Cable owned by Lessor over-lashed onto Lessee's messenger cable attached to utility poles leased from PacifiCorp by Lessee. City cable to follow a path on Lessee's messenger cable from 200 South and 200 East in American Fork City (known as the South Box) to the American Fork City Library located at 64 South and 100 East in American Fork City.
2. Cable owned by Lessor over-lashed onto Lessee's messenger cable attached to utility poles leased from PacifiCorp by Lessee. City cable to follow a path on Lessee's messenger cable from the Cemetery Building south, then east to the City's Fitness Center Building.
3. Lessee will maintain the fiber pairs and strands owned by Lessor in the following:
 - a. Cable 10 from Central Box at 498 North 100 West to Central F Box at 286 North 200 West.
 - b. Cable 12 from Central Box at 498 North 100 West to Old Mill Box at 169 East 600 North.
 - c. Cable 27 from Central F Box at 286 North 200 West to Pacific Box at 177 West 100 North.
 - d. Cable 30 from Pacific Box at 177 West 100 North to Fire Station splice Case on 100 North
 - e. Cable 31 from Fire Station to NOC 3 Hand hole at 100 North 100 East.
4. Internet Bandwidth delivered to the Lessor in the Network Operations Center at a bandwidth speed of one (1) gigabit per second.
5. Maintenance of Lessor's Uninterrupted Power Supplies located in the NOC are the subject of this Lease Agreement including replacing batteries at Lessee's cost.

Provided by Lessor:

1. Use of 2 fiber optic strands located on a contiguous path from the leased space (Network Operations Center) subject to this Agreement to a hand hole located at the approximate coordinates of 40.358850 N, -111.743642 W.
Access to Lessor's Utility Cabinet located at approximately 700 North and 900 West in American Fork City to place a Lessee owned low powered fiber switch.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Finance

Director Approval Kyle Maurer

AGENDA ITEM Review and Action on an Agreement for 5 Year Financial Forecasting Services

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

On January 21, 2019, the City issued a RFP for qualified consultants to provide 5-year financial forecasting service proposals through SciQuest. The bid closed on February 6, 2019, at 5:00PM Mountain Standard Time (MST). The City received 4 bids - Zions Bank Public Finance, Lewis Young Robertson and Burningham, Premium Financial Management, and Zilo International. The selection committee will meet before the regularly scheduled Council meeting on February 12, 2019, to evaluate the proposals and make an award recommendation. The RFP and bids are attached; the selection committee's recommendation will be provided prior to the City Council meeting.

BUDGET IMPACT

Unknown at the time of publication; \$25,000 was included in the fiscal year 2019 budget. Bid prices range from \$21,850 to \$46,450. The final budget impact will be known once the selection committee has made its selection.

SUGGESTED MOTION

I move to approve a consulting services agreement with [recommended consultant to be provided prior to meeting] in the amount of [amount to be provided prior to the meeting].

SUPPORTING DOCUMENTS

Long Range Financial Forecast RFP (DOCX)

Lewis Young (PDF)

Premium Financial Management (PDF)

Zilo International (PDF)

Zions Bank Public Finance (PDF)



***Request for Proposal to Provide
5-Year Financial Forecasting Services for
American Fork City, Utah***

Issue Date: Monday, January 21, 2019

Submission Deadline: Wednesday, February 6, at 5:00PM MST

RFP COORDINATOR: KYLE MAURER

(801) 763-3000; KMAURER@AFCITY.NET

51 E MAIN ST

AMERICAN FORK, UT 84003-2381



AMERICAN FORK CITY REQUEST FOR PROPOSALS 5-YEAR FINANCIAL FORECAST

American Fork City desires to solicit qualified proposals for a 5-year financial forecast in accordance with this Request for Proposal (RFP).

1. INTRODUCTION

American Fork City, incorporated in 1853, is located in the northern region of Utah County along the Wasatch Front. The City's current population is estimated at 29,527 and is expected to increase as the City remains a desirable place to live and businesses are attracted to the technology corridor along I-15 in Utah County.

The City currently produces an annual budget and Comprehensive Annual Financial Report, which is available through the City's website www.afcity.org and the State Auditor's website www.auditor.utah.gov. Fiscal year 2019 combined budgeted revenues total \$57,342,237.

2. SUMMARY OF REQUIREMENTS

The City would like a consultant to review and assess its long term financial objectives and policies, review existing financial targets and measures, and develop a forecasting mechanism to demonstrate the overall impact of current and future decisions. The plan will comprehensively examine all of the municipality's capital and operating expenditures/revenues and address issues related to asset management, development charges, adequacy of reserves, debt management, bonding capacity, property tax, utility rates, and growth management. By developing new objectives, policies, targets, and a long range financial planning model that integrates both capital and operating resources, it will guide the City in achieving financial sustainability.

3. PROJECT SCOPE AND DELIVERABLES

- a. The scope of the 5-Year Financial Plan is to:
 - i. Provide revenue estimates for next fiscal year (2020) and subsequent four years for all funds. The City's fiscal year runs from July 1st to June 30th. Therefore, the first year would be from July 1, 2019 to June 30, 2020.
 1. Revenue estimates shall include analysis of proposed development opportunities within the City.

2. Revenue estimates shall include trend projections for all funds.
 3. Other major factors staff shall identify with consultant at the onset.
- ii. Provide expenditure estimates for next fiscal year (2020) and subsequent four years for all budgeted expenses. Estimates should include the anticipated effects of inflation. Expenditure estimates shall include, but not be limited to:
 1. Operation and maintenance expenses.
 2. Annual replacement costs.
 3. New capital needs.
 4. Debt service costs.
 5. Other major factors staff shall identify with the consultant at the onset.
 - iii. Develop a financing plan that will ensure revenue sufficiency under a cash approach as well as a bonding approach to optimally use City resources.
 - iv. Identify those funds that are used to account for the issues of top concern to elected officials and the community, and provide a comprehensive strategy for financial plan implementation.
 - v. Recommend key financial performance indicators and targets which can be used as a basis for measuring and achieving the City's long-range financial objectives.
 - vi. Review existing financial policies and plans, and recommend new policies to achieve sound financial management.
 - vii. Review existing plans and policies, and their potential impact on the long-term financial sustainability of the City.
- b. The deliverables include, but are not limited to, the following:
 - i. A computerized financial planning model, including identification of key assumptions, for use by City staff:
 1. Incorporate "what if" sensitivity and financial impact analysis.
 2. Flexibility to accommodate organizational, departmental, and line item changes.
 3. Develop a report system based on model information that will illustrate the City's financial position plus future cost impacts of maintaining current and future services and infrastructure over the fiscal periods 2020 to 2024.
 - ii. Consultant will prepare a final report and presentation detailing all findings and deliver to City staff and City Council, including a formal presentation to the City Council in a public meeting. The Consultant's findings will include a scenario analysis of projected revenues versus expenses.

- iii. Consultant will deliver final report and financial planning model in a format which allows City staff to revise, amend, adjust, *etc.* the model to analyze other “what if” scenarios and complete further analysis.
- c. The City will work with the successful consultant to develop a timeline to complete the project. The City desires to complete this project in approximately three (3) months, but this is negotiable.

4. PROPOSAL REQUIREMENTS

- a. Provide a cost proposal for completing the work described in *Section 3. – PROJECT SCOPE AND DELIVERABLES*.
- b. Provide a detailed work plan for the project deliverables.
- c. Provide three references for cities or other governmental agencies your firm has completed similar projects, including name, title, phone number, and email address.
- d. Provide a description of your firm’s experience.
- e. Provide name of person(s) assigned to the City, including relevant work experience of the assigned personnel.

5. SUBMITTAL REQUIREMENTS

- a. Consultants shall submit items a.-e. as stated in *Section 4. – PROPOSAL REQUIREMENTS*. Consultant is required to indicate the *Designated Contact* in the proposal package. Include the designated contact individual’s name, address, phone number(s) and email addresses.
- b. Submission should be in PDF format or similar open source file format. The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Consultant.
- c. Proposals shall be received by American Fork City no later than 5:00PM on **February 6, 2019**, through SciQuest, the City’s online purchasing system. You may register by going to:
<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.
- d. Questions regarding this RFP shall be submitted through SciQuest for City staff response.

6. EVALUATION OF PROPOSALS

- a. Evaluation criteria
 - i. Proposals will be assessed against the following criteria. The City reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectation of the established evaluation criteria.

Evaluation Criteria	Weight Factor
Company Overview and Project Team	5%
Qualifications and Experience	20%
Project Understanding and Approach	25%
Schedule of Work	20%
Cost Proposal	30%

- b. The City reserves the unilateral right to amend this RFP in writing at any time. RFP amendments will be posted to ScciQuest. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from Consultants. All Consultants shall verify if any addendum for this project has been issued by the City and shall respond to the final written RFP and any exhibits, attachments, and amendments through SciQuest. It is the Consultant's responsibility to ensure all requirements of contract addendum(s) are included in their submittal. This RFP does not commit American Fork City to sign an agreement, award a contract, or to pay any costs incurred in the preparation or response to this RFP. All documents, conversations, correspondence, *etc.* with the City are subject to the laws and regulations that govern the City. All proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review.
- c. The City reserves the right to reject any or all proposals and the right to reject any or all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities.
- d. All pricing data will remain confidential until after the award is made.

PROPOSAL FOR
AMERICAN FORK CITY, UTAH
COMPREHENSIVE FINANCIAL
SUSTAINABILITY PLAN
(5-YEAR FINANCIAL FORECAST)



Attachment: Lewis Young (5 Year Financial Forecast Agreement)

FEBRUARY 2019
LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.


**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

February 6, 2019

American Fork City
51 E Main St
American Fork, UT 84003-2381

RE: REQUEST FOR PROPOSAL TO PROVIDE 5-YEAR FINANCIAL FORECASTING SERVICES FOR AMERICAN FORK CITY, UTAH

Members of the Selection Committee:

We are pleased to present our credentials to serve in the capacity outlined in the Request for Proposal (RFP), issued on behalf of the American Fork City (the "City"). The professionals at Lewis Young Robertson & Burningham, Inc. ("LYRB") have represented public and private clients for more than three decades and we would be privileged to provide our services to the City. LYRB is a Utah corporation headquartered in downtown Salt Lake City. The primary contact and signatory of this proposal is Jason Burningham who is authorized to do so on behalf of LYRB. Team contact information can be found below:

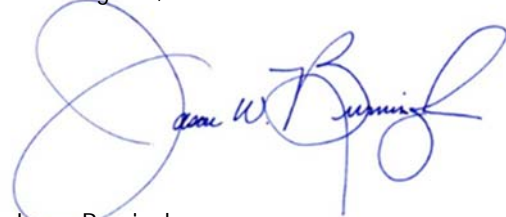
LYRB, Inc. 41 NORTH RIO GRANDE SUITE 101, SALT LAKE CITY, UT 84101 (P) 801.596.0700	JASON BURNINGHAM PRINCIPAL (E) JASON@LEWISYOUNG.COM (D) 801.456.3930	FRED PHILPOT VICE PRESIDENT (E) FRED@LEWISYOUNG.COM (D) 801.456.3909	TERESA PINKAL ANALYST (E) TERESA@LEWISYOUNG.COM (D) 801.456.3933
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The attached proposal outlines our recommended scope of work and qualifications. LYRB will comply with all terms and conditions as indicated in the RFP. The following summarizes the key strengths of LYRB:

- ☞ While other firms may focus on the funding of capital facilities, LYRB effectively evaluates all aspects of the financial sustainability performance objectives including working capital, debt coverage, equipment and revenue sufficiency to meet operating needs, while working with the City's team to ensure all avenues are explored.
- ☞ LYRB has completed hundreds of fee studies, long-range capital finance plans, economic impact studies and financial sustainability plans for entities of all sizes. This volume of experience with multiple 'repeat customers' provides evidence that we are well prepared to address all issues that may arise.
- ☞ LYRB has found that there can be a disconnect between the modeling analysis and the budgeting process employed by cities. LYRB will work with the City to determine the modeling approach that will best meet the City's needs.
- ☞ LYRB's approach is concise and defensible. We reference all source information and provide formulas to ensure the information can be verified.

Should you have any questions regarding our proposal or additional services, please feel free to contact us. We look forward to working with you.

Best Regards,



Jason Burningham
PRINCIPAL AND OWNER

SECTION 1: EXECUTIVE SUMMARY

This study will be based on a comprehensive review of the City's financial position, capital facilities plans, future planned growth, and any other information deemed appropriate. Our approach will produce defensible and intuitive scenario analyses that will allow City staff to understand the impacts of our recommendations. **In order to complete this analysis, LYRB proposes the following general tasks:**

TASK SUMMARY

- Project Initiation & Kick-off Meeting;
- Review Existing Facility Plans, Master Plans and System Financial Structure;
- Complete General Fund and Enterprise Fund Financial Analysis;
- Provide a Written Report; and,
- Present Final Recommendations and Findings in a Work Session and Public Hearing.

Our approach is designed to provide all necessary information to our clients without cutting corners. Our goal is to provide an analysis that is thorough yet easy to understand and implement. The following summarizes the key strengths of LYRB:

CONSULTANT'S UNDERSTANDING AND APPROACH

Our experience helps us understand the needs of the City as it relates to ensuring the sustainability of government services. We understand the need to balance revenue sufficiency, equity and any potential future bonding needs, while ensuring tax rates and utility rates are defensible, affordable and conservative. All recommendations will be evaluated in the context of rating agency metrics, as well as local benchmarking with other service providers.

CONSULTANT'S EXPERIENCE

LYRB has completed hundreds of fee studies, long-range capital finance plans, economic impact studies and financial sustainability plans for entities of all sizes. This volume of experience with multiple 'repeat customers' provides evidence that we are well prepared to address all issues that may arise.

ASSIGNED STAFF EXPERIENCE

Jason Burningham will serve as Project Manager with Fred Philpot as lead analyst. Mr. Burningham currently serves the City in matters related to the RDA and other financial consulting and advisory services. Mr. Philpot has been involved in the completion of fee studies for over 11 years, which provides him a deep understanding of the critical elements involved in these types of studies. Mr. Philpot has regularly presented on topics ranging from economic development, impact fees, taxation and school district creation. He specializes in developing financial plans, intuitive rate models and defensible fee studies that allow policy makers to understand the implications of policy decisions.

UNIQUE CAPABILITIES

Due to our depth of experience in developing comprehensive financial plans, as well as our understanding of bond issuance, LYRB is the most qualified and well suited to provide the scope of services to the City. LYRB's understanding of the existing bond market allows us to establish appropriate policies while addressing the long-term financial needs and bond covenants of the City. LYRB's recommendations will meet the financial and policy objectives of the City.

SECTION 2: DETAILED WORK PLAN

PROJECT UNDERSTANDING

LYRB understands that it is the City's intent to develop a comprehensive financial sustainability plan (CFSP) and funding analysis for the City's budgetary funds, including the general fund, debt service fund, capital project & equipment funds and public works services (including water, sewer, pressurized irrigation and storm water). LYRB anticipates that City staff will be responsible for the identification of actual projects, cost estimates and timing of future projects, or provide LYRB with updated master plans. LYRB will assist department heads with the collection and analysis of operational revenue and expenditure data in conjunction with identifying existing and available financing tools that could be utilized to fund the proposed plan. LYRB will then create a model to forecast the CFSP components for use of the City Council, Staff and residents in establishing a finance plan for the City.

This project is divided into two main components: 1) the evaluation of general fund elements (including the general fund, debt service fund, capital project & equipment funds); and, 2) the evaluation of utility-based funds (including water, sewer, pressurized irrigation and storm water).

The CFSP developed for the City is a means to link **community-based goals** with **implementation strategies** over a **long-term planning period**. The CFSP is mutually a written implementation plan, an updateable management and communication tool, as well as a decision-making process/tool used by staff and elected officials. The CFSP will provide a tangible benefit to the City and its constituents.

GENERAL FUND FINANCIAL PLAN DETAILED WORK PLAN

TASK 1: PROJECT INITIATION & KICK-OFF MEETING

The project initiation or "kick-off" meeting provides an opportunity for LYRB to understand, in detail, all relevant issues and establish the appropriate lines of communication. This meeting also **establishes consensus** around the key issues that affect the City and the studies at hand. LYRB staff will utilize this meeting to help City staff begin the process of gathering and reviewing planning information, growth projections, historic demands, future capital project needs, and financial information.

LYRB will help the City develop key financial and management policies that will ensure implementation of the plan, provide financial benchmarks such as cash reserves, debt service coverage ratios, and describe key management policies such as including inflationary increases each year, and the schedule of plan updates. LYRB will start working immediately with the City to evaluate the City's situation, discuss strengths or weaknesses with possible funding alternatives, and define policies that will best fit the City's needs.

TASK 2: COORDINATION WITH STAFF REGARDING CAPITAL NEEDS AND NEW EXPENDITURES

LYRB will coordinate with each department head regarding new expenditures, revenue assumptions, and proposed new capital projects and answer questions that may arise through the initial phase of this project. In order to reduce costs, LYRB anticipates City staff will complete much of the legwork related to gathering the list of capital projects and other expenditure inputs. LYRB will also begin constructing the financial model.

TASK 3: EXPENDITURE EVALUATION

LYRB will develop a proforma of all new expenditures for each department head. LYRB recommends that the City establish criteria regarding what new expenditures will be included in this plan. Utilizing historic financial information and budgets, as well as interviews with City staff, LYRB will project the annual expenditures for a five-year planning horizon. The anticipated effects of inflation during the study period will be factored into the calculations. The funding of depreciation, which is traditionally a non-cash item, will also be evaluated. Funding a capital repair and replacement budget, or depreciation, can reduce the City's need to issue debt and therefore decrease future interest expense.

TASK 4: DEVELOP REVENUE PROJECTIONS

LYRB will develop a revenue model to forecast revenues for a five-year period. This information will be generated based upon existing revenue sources consistent with historic trends. LYRB will forecast available revenues to fund the CFSP as a baseline scenario to determine any deficiencies and establish base service measurements. Additional considerations include new property tax revenues, expiration of CRAs, and sales tax revenue growth.

TASK 5: FINANCING PLAN

From the findings of the baseline analysis, LYRB will develop a financing plan that will ensure revenue sufficiency within the General Fund under a cash approach as well as a bonding approach to optimally use City resources. It is important to note that future bonding scenarios will be evaluated based on generalized assumptions and cumulative funding needs rather than attempting to structure multiple individual bond series. It is anticipated that as the City approaches the actual construction year of projects, more detailed bonding scenarios will be developed. The resulting analysis will provide the City with an estimate of year-end fund balances and revenues available for debt service payments and capital repair, while ensuring equity and maintaining the necessary debt service coverage ratios.

The ultimate outcome of this Task will be a fully functional cash flow model that will allow for alternative scenarios to be reviewed. This model will include graphic displays for easy understanding of key inputs and results. LYRB will also work with the City to account for capital outlay funds that are already obligated or planned for future use. This will help provide a more accurate forecast of the funds available for new projects into the future.

TASK 6: REVIEW FINDINGS

After preparing the preliminary scenario in Task 5, LYRB will meet with key staff to review and receive comments. During this meeting LYRB will:

- ☐ Review a summary of the model inputs and assumptions;
- ☐ Review the estimated revenue forecast under the baseline model;
- ☐ Review the timing of future capital improvements, the inclusion of depreciation, and how this affects revenue sufficiency;
- ☐ Review the impact of all model inputs on the debt service coverage ratio;
- ☐ Evaluate needed revenues, including bonding scenarios, to fully fund proposed CFP;
- ☐ Evaluate the prioritization and timing of projects relative to revenues generated; and,
- ☐ Evaluate next steps and establish consensus regarding project finalization.

Likely outcomes of Task 6 will be the development of additional scenarios to be modeled.

TASK 7: UPDATE/ADDITIONAL SCENARIOS

After receiving feedback in Task 6, LYRB will update the model and prepare additional scenarios for the City to review. Once these are accepted by key staff, LYRB will review with additional City officials as needed.

TASK 8: DOCUMENTATION AND PRESENTATION

Based upon the needs and desires of the City, LYRB will prepare a report that documents the methodology, assumptions and findings of this analysis. LYRB will prepare an informational presentation for City staff, elected officials and/or the public. LYRB's scope includes one (1) formal presentation of all findings and recommendations.

ENTERPRISE FUND FINANCIAL ANALYSIS

TASK 1: OPERATING REVENUE AND EXPENDITURE ANALYSIS

Based on the anticipated growth within the service area, LYRB will project annual system revenues compared to forecasted utility expenses for the next five years. LYRB will compare the forecasted revenues to historic revenue changes.

Utilizing historic financial information and budgets, as well as interviews with City staff, LYRB will project the annual expenditures for a five-year planning horizon to meet all operational needs, capital requirements and all bond covenants

and other obligations. The effects of inflation during the study period will be factored into the calculations. LYRB has found that there can be a disconnect between the modeling analysis and the budgeting process employed by the City. In order to mitigate this disagreement, LYRB will work with the City to determine the modeling approach that will best meet the City's needs.

TASK 2: DEMAND ANALYSIS

LYRB will review existing billing data, building permit data and growth projections provided by the City and as presented in existing impact fee plans, capital plans and master plans. **LYRB's scope assumes the City can provide all usage data aggregated by meter size, lot size and customer classification, consistent with existing rate schedules.**

TASK 3: GENERAL COST OF SERVICE ANALYSIS

LYRB can will review historic revenues and expense and project operating budgets over a five-year planning horizon. This task will also include a review of the City's Capital Improvement Plan (CIP) to determine the timing and impact of necessary future projects. Since future projects are often costly, this step can have a dramatic impact on future recommendations. The proposed scope includes a general cost of service allocation analysis. If a detailed cost of service analysis needs to be completed, which allocates fixed and variable expenses among the different user classes within the system, additional scope will be required.

TASK 4: SCENARIO ANALYSIS

The financial analysis will incorporate several scenarios. LYRB will evaluate a **baseline scenario** to determine any deficiencies and establish base service measurements. From the findings of the baseline analysis, LYRB will establish a financial plan that will ensure revenue sufficiency based on current and projected expenses, cash flow stability, and necessary debt coverage.

TASK 5: PRELIMINARY FINDINGS MEETING

After the completion of the above items, LYRB will meet with City staff to review the preliminary findings of the model, review a summary of the model inputs and outputs (i.e. growth assumptions, number of customer accounts, revenues, capital needs, debt service coverage, etc.) and review recommendations.

This meeting will allow LYRB to provide a status update for the project and receive any feedback regarding model assumptions. LYRB feels this meeting also provides an important interaction with the City and ensures quality control. In coordination with the City, LYRB will develop several scenarios that will address the goals of the City, while balancing political and financial constraints.

TASK 6: DRAFT WRITTEN ANALYSIS

As the project approach is finalized and work is progressing, LYRB will begin the written analysis. The written analysis will summarize all recommendations regarding and detail all assumptions.

TASK 7: PRESENTATION TO THE CITY COUNCIL

LYRB will present the study and recommendations to City staff, the City Council, and stakeholders, in order to answer questions and address any concerns that may arise. Based on feedback from the City Council, LYRB will update the analysis and present the final analysis and findings in a second meeting to the Council (conducted simultaneously with the presentation of the General Fund financial plan).

TASK 8: PROVIDE FINAL WRITTEN ANALYSIS

LYRB will provide a final report incorporating of all findings and recommendations.

SECTION 3: FIRM QUALIFICATIONS AND REFERENCES

Provided below are several specific examples of relevant studies, along with references which show the breadth of our work and experience. **We encourage you to call all of our references as they will attest to the value our work has provided their communities.** These projects were managed and completed by the team that will work with the City.

CLIENT	CONTACT	PROJECT DESCRIPTION
South Ogden City	Matt Dixon, City Manager (801) 622-2702 mdixon@southogdencity.com	In 2017, 2018 and 2019, LYRB prepared a comprehensive General Fund and utility rate analysis for South Ogden City's culinary water, sanitary sewer, and storm drain utilities. These studies were based upon updated master plans and culminated in a rate structure that prepared South Ogden for future debt issuance.
Tooele City	Mayor Debbie Winn (435) 843-2104 dwinn@tooelecity.org	In 2017 and 2018, LYRB prepared a comprehensive General Fund analysis for Tooele City. This study provided the City with the road map to structure tax increases to ensure the City could maintain its desired levels of service in the future.
Ogden City	Mark Johnson, CAO (801) 629-8150 MarkJohnson@ogdencity.com	In 2012, LYRB prepared a comprehensive rate analysis and long-term financial plan for Ogden City's culinary water, sanitary sewer, and storm drain utilities, which lead to an upgraded bond rating. LYRB updated the model in 2013, 2014 2015, 2016, 2017 and 2018 with the current update in process.
Orem City	Jaimie Davidson City Manager (801) 229-7038 jpdavidson@orem.org	In 2016, LYRB evaluated proposed rate policies related to culinary water, sanitary sewer and storm drainage. LYRB provided a model that allowed City staff and the Council to evaluate multiple scenarios employing a pay-as-you-go approach or the utilization of bonding. This allowed the City to determine the appropriate course of action relative to their specific needs.
Draper City	Bob Wylie Finance Director (801) 576-6318 bob.wylie@draper.ut.us	LYRB assisted the City adopt a defensible impact fee to help fund necessary capital infrastructure as well as to validate the existing rate structure and tier methodology. The public hearing and adoption process went smoothly, without complications. The project provided a defensible analysis to justify the impact fee. The fees over time will enable the City to fund various capital projects necessary to the expansion of the system to provide services to its residents. The fees will allow for new growth to pay for the expansions.
Central Water Conservancy District	Shawn Lambert CFO (801) 226-7100 Shawn@cuwcd.com	LYRB is working with the District to evaluate the long-term financial plan for the CWP project and new enterprise fund. LYRB is helping the District establish an enterprise fund model and develop fund policies for the next five years to ensure revenue sufficiency and long-term sustainability.

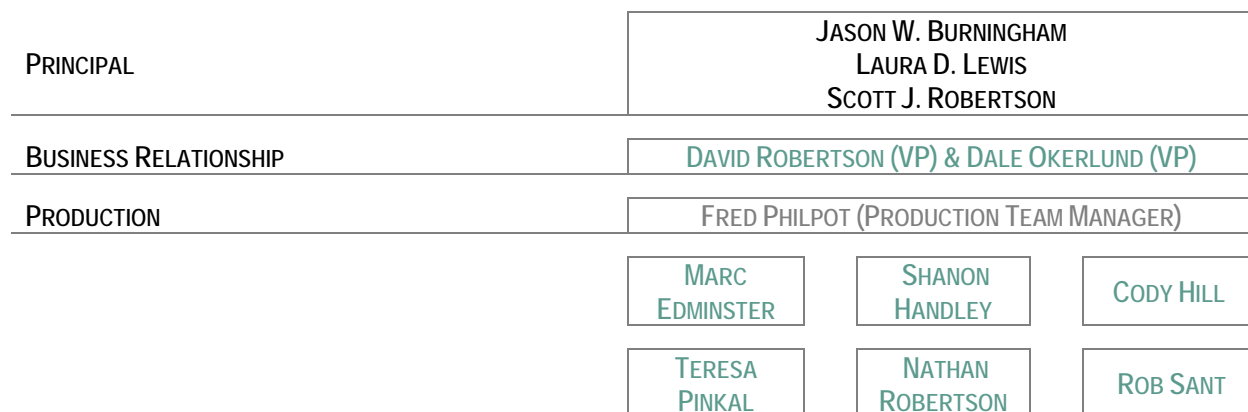
SECTION 4: PROJECT TEAM

The LYRB team members assigned to this project include **Jason Burningham**, **Fred Philpot** and **Teresa Pinkal**. Each team member is located in Salt Lake City and has extensive experience with municipal finance advisory services, utility rate studies, impact fees, municipal fee studies, cost of service studies, feasibility analysis, etc. Jason Burningham will provide project oversight. The day-to-day tasks will be led by Mr. Philpot, Vice President at LYRB, with support from Teresa Pinkal. LYRB excels in completing clear, thorough and defensible analyses through engagement with appropriate stakeholders. We also have extensive experience presenting our findings before staff, legislative bodies, board of directors, and other elected officials.

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet our proposed timeline for the City. We do not anticipate the need for any outside support.

TEAM MEMBER	EXPERTISE	EXPERIENCE	MSRB	CONTACT
Jason Burningham	Client Relations, Transaction Execution, Idea Implementation, Bond Issuance, Long- Term Planning	22 Years	Series 7, 8, 24, 50 & 63	Office: 801.456.3930 Cell: 801.201.6839 Jason@lewisyoung.com
Fred Philpot Vice President	User Rate and Impact Fee Analysis, Financial modeling, Presentations	11 Years, Hundreds of studies / analyses / modeling		Office: 801.456.3909 Cell: 801.243.0293 fred@lewisyoung.com
Teresa Pinkal	Quantitative Analysis	2 Years, Quantitative analysis / modeling support		Office: 801.456.3933 Cell: 801.362.2944 teresa@lewisyoung.com

The professionals at LYRB have represented public clients for more than three decades and have established LYRB as a leading consulting and financial advisory firm, specializing in public finance, impact fee analyses, rate studies, economic consulting, and planning. Following is an organization chart of LYRB which depicts the interrelationships and line of authority for the firm. Team resumes can be found in **Appendix A**.



A valuable component of a utility rate analysis is to be able to effectively communicate the findings of the scenario analysis, and the impacts of the multiple scenarios being considered. The LYRB team has presented to our clients on a variety of subjects including revenue and taxation, bond financing, economic development, redevelopment initiatives and school district creation. Each member of our team has participated in all aspects of the public outreach and presentation component. The following illustrates the value LYRB will provide the City for this project.

CONSULTANT'S EXPERIENCE WITH SIMILAR PROJECTS

Shown below is a sample of our recent impact fee and user rate experience.

Client	Project Category	Type	Year
Central Utah Water Conservancy District	CWP Modeling	Water	2018
Draper City, Utah	Impact Fee Analysis	Water, Storm	2018
Draper City, Utah	User Rate Analysis	Water	2018
Highland City, Utah			2018
Kaysville City, Utah	Transportation Fee Study	Transportation	2018
Logan City, Utah	Cost of Services and Rate Design Study	Water	2018
Moab, Utah	Transportation Funding Consulting	Transportation	2018
Morgan County, Utah	Impact Fee Analysis	Parks, Transportation	2018
Ogden City, Utah	User Rate Analysis	Water, Sewer, Storm, Refuse	2018
Salt Lake City, Utah	Parks and Public Lands Analysis	Parks	2018
Salt Lake City, Utah	Parks and Public Lands Governance Analysis	Parks	2018
Salt Lake City, Utah	Capital Facilities and Finance Plan	General fund	2018
South Ogden City, Utah	General Fund CFSP Update	General Fund	2018
South Jordan City, Utah	Impact Fee Analysis	Parks	
South Willard Water Company	Impact Fee Analysis	Water	2018
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2018
Highland, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
Ogden City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
Ogden School District, Utah	Facilities Planning		2017
Salt Lake City, Utah	Impact Fee Study	Public Safety, Parks, Transportation	2017
South Davis Metro Fire	Impact Fee Analysis	Fire	2017
South Davis Metro Fire	Tax Rate Analysis	Fire	2017
South Ogden, Utah	Transportation Fee Study	Transportation	2017
South Ogden, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
South Ogden, Utah	User Rate Analysis	Water, Sewer, Storm	2017
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2017
Tooele City, Utah	Impact Fee Amendments	Sewer	2017
Central Valley Water Reclamation Facility	Comprehensive Financial Sustainability Plan	Sewer	2016-2017
Utah Olympic Legacy Foundation	Comprehensive Financial Sustainability Plan		2017
Weber County, Utah	Transfer Station Analysis	Refuse	2017
Wolf Creek Water & Sewer Improvement District	Impact Fee Analysis	Secondary Water	2017
Box Elder County, Utah	Municipal Services Study	Municipal Services	2016
Central Utah Water Conservancy District	CWP Modeling		2016
Central Utah Water Conservancy District	District Modeling		2016
Central Valley Water Reclamation Facility	CFSP for Reclamation CIP	Reclamation	2016

Client	Project Category	Type	Year
Cottonwood Heights, Utah	Financial Consulting		2016
Eagle Mountain City, Utah	Impact Fee Analysis	Parks	2016
Lindon City, Utah	Impact Fee Analysis	Water	2016
MIDA	MIDA CFSP		2016
Mt. Olympus Improvement District	CVWRF Model Review	Water, Sewer	2016
Ogden City, Utah	General Fund CFSP	General Fund	2016
Ogden City, Utah	Utility CFSP Update		2016
Orem City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2016
Provo, Utah	Water Reclamation Study	Sewer	2016
South Salt Lake City, Utah	Impact Fee Analysis	Sewer	2016
South Summit School District	Facilities Analysis		2016
South Valley Sewer District	Impact Fee Analysis	Sewer	2016
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2016
Tooele City, Utah	Fiscal Planning and Coordination for Overlake Settlement & Legislative Assistance		2016
Wasatch County, Utah	JSPA Capital Facilities Plan and Prioritization		2016
Wolf Creek Water & Sewer Improvement District	Impact Fee Analysis	Sewer	2016
American Fork City, Utah	Governance and Strategic Planning	General Fund	2015
Brigham City, Utah	Impact Fee Analysis	City Wide	2015
Centerville City, Utah	User Rate Analysis	Storm	2015
Central Utah Water Conservancy District	CWP Analysis	Water	2015
Central Utah Water Conservancy District	District Modeling	Water	2015
Draper City, Utah	RDA CFFP	RDA	2015
Draper City, Utah	Impact Fee Analysis	Parks	2015
Eagle Mountain City, Utah	Impact Fee Analysis	Water, Sewer	2015
Granger Hunter Improvement District	Rate Study Finalization	Water, Sewer	2015
Hooper Water Improvement District	User Rate Study	Water	2015
Hooper Water Improvement District	Impact Fee Analysis	Water	2015
Lindon City, Utah	Impact Fee Analysis	Water	2015
Midvale City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2015
Millville, Utah	Impact Fee Analysis	City-Wide	2015
Morgan County, Utah	Impact Fee Education Work Session	General	2015
Mountainland Association of Government	Unified Transportation Plan	Transportation	2015
Ogden City, Utah	Utility CFSP Update	Water, Sewer, Storm, Refuse	2015
Ogden School District, Utah	Comprehensive Facilities Plan		2015
Orem City, Utah	Impact Fee Analysis	Annexation Area	2015
Pleasant Grove, Utah	Impact Fee Analysis	Transportation	2015
South Davis Metro Fire	Cost of Service Analysis for Paramedic Services	Fire	2015
South Willard Water Company	Impact Fee Analysis	Water	2015
St. George City, Utah	Impact Fee Surveillance	City-Wide	2015
Tooele City, Utah	Comprehensive Financial Sustainability Plan	General Fund	2015

Client	Project Category	Type	Year
Wasatch County, Utah	JSPA Capital Facilities Plan and Prioritization		2015
West Point, Utah	Impact Fee Analysis	Transportation	2015
Wolf Creek Water & Sewer Improvement District	Impact Fee Analysis	Water	2015
Centerville City, Utah	Impact Fee Analysis	Storm Water	2014
Central Utah Water Conservancy District	Utility Analysis	Central Water Project	2014
Clearfield City, Utah	User Rate Analysis	Storm Water	2014
Eagle Mountain City, Utah	Impact Fee Analysis	Water	2014
Eagle Mountain City, Utah	User Rate Analysis	Water	2014
Garden City	User Rate Analysis	Water	2014
Garden City	Impact Fee Analysis	Water	2014
Granger-Hunter Improvement District	User Rate Analysis & Impact Fee	Culinary Water & Sanitary Sewer	2014
Liberty Pipeline Water Company	Impact Fee Analysis	Water	2014
Midvale	Comprehensive Sustainability Plan	General Fund	2014
Ogden City, Utah	Utility CFSP Update	Utilities	2014
Orem City, Utah	Comprehensive Sustainability Plan	General Fund	2014
Orem City, Utah	Impact Fee Analysis	Water, Sewer, Storm	2014
Sandy City, Utah	Comprehensive Sustainability Plan	RDA	2014
Sandy City, Utah	Capital Facilities and Finance Plan	RDA	2014
South Davis Metro Fire	Revenue Sufficiency & Governance Analysis	Fire Agency	2014
South Salt Lake City, Utah	Impact Fee Analysis	Water	2014
Springville City, Utah	Impact Fee Analysis	Water, Sewer, Secondary Water, Storm	2014
St. George City, Utah	Impact Fee Analysis	City-Wide	2014
West Corinne Water Company	Impact Fee Analysis	Water	2014
Woods Cross City, Utah	Impact Fee Analysis	Parks, Roads, Storm Water	2014
Bona Vista Water	Impact Fee Analysis	Culinary Water	2013
Brian Head, Utah	User Rate Study	Sewer & Water	2013
Centerville City, Utah	Impact Fee Analysis	Storm Water Enterprise System	2013
Centerville City, Utah	Impact Fee Analysis	Culinary Water	2013
Centerville City, Utah	Impact Fee Review	Parks	2013
Clearfield City, Utah	Impact Fee Analysis	Parks and Recreation	2013
Eagle Mountain City, Utah	User Rate Study	Water & Sewer	2013
Garden City, Utah	User Rate Analysis	Water	2013
Jordan Valley Water Conservancy District	Impact Fee Analysis	Retail Water	2013
Kaysville, Utah	Impact Fee Analysis	Transportation, Recreation, Power, Water, Police	2013
Logan City, Utah	Impact Fee Analysis	Fire, Roads, Culinary Water, Wastewater, Power, Parks & Recreation	2013
Logan City, Utah	Impact Fee Feasibility Study	Sewer Feasibility	2013
Morgan County, Utah	CFP & Impact Fee Study	Public Safety, Roadways, Parks	2013
Nibley, Utah	Impact Fee Analysis	Parks, Water & Sewer	2013
Ogden City, Utah	Utility CFSP Update	Storm, Sewer, Water	2013
Orem City, Utah	Impact Fee Analysis	Culinary, Sewer & Storm	2013
Pleasant Grove, Utah	User Rate Analysis	Grove Area	2013
Provo City, Utah	Impact Fee Study Review	Water, Wastewater	2013
Riverton City, Utah	Impact Fee Analysis	Secondary Water	2013

Client	Project Category	Type	Year
Sandy RDA, Utah	User Rate Analysis	For the RDA	2013
South Davis Metro Fire	Revenue Sufficiency & Governance Analysis	Fire Services	2013
South Jordan City, Utah	Impact Fee Analysis	Transportation	2013
South Jordan City, Utah	User Rate Study	Sanitation/Recycling	2013
South Jordan City, Utah	Cost of Service Study	Building, Planning, Engineering	2013
Springville City, Utah	Impact Fee Analysis	Water, Sewer, Secondary, Storm	2013
St. George City, Utah	Impact Fee Analysis	IFFP update - (Parks, Fire & Police)	2013
Taylor-West Weber Water Improvement District	Impact Fee Analysis	Culinary Water	2013
Tooele City RDA, Utah	Capital Facilities and Finance Plan	UID	2013
Tooele City, Utah	User Rate Analysis	General Fund	2013
TSSD, Utah	Impact Fee / Utah Home Builders Review	Sewer Impact Fees	2013
UTOPIA	User Rate Analysis	Fiber Utility Analysis	2013
Weber Basin Water Conservancy District	User Rate/Feasibility Study	Water	2013
Weber Basin Water Conservancy District	Water Rate & Impact Fee Study	Tier 3 Water	2013
West Bountiful City, Utah	Impact Fee Analysis and IFFP	Parks, Recreation, and Trails	2013
West Point, Utah	Impact Fee Analysis	Storm Drain	2013
West Valley City, Utah	User Rate Analysis	General Fund	2013

SECTION 5: PROPOSED FEES

The total combined price for the services provided as defined in this Scope of Work is not anticipated to exceed **\$25,000** based on the hourly assumptions shown below. Due to the ambiguity inherent in projects of this nature, LYRB will provide any cost adjustments in writing to the City and identify the cause of any added expense. Costs that exceed the proposed scope will not be assessed until mutually agreed upon.

Tasks	Sr. VP / Principal	Senior Analyst	Analyst	Total Hours	Fee per Task
Hourly Rate	\$200	\$180	\$150		
Task 1: Project Initiation & Kick-off Meeting	2.00	2.00	1.00	5.00	\$910
Task 2: Coordination with Staff Regarding Capital Needs & New Expenditures	-	10.00	10.00	20.00	\$3,300
Task 3: Expenditure Evaluation	2.00	17.00	10.00	29.00	\$4,960
Task 4: Develop Revenue Projections	2.00	17.00	10.00	29.00	\$4,960
Task 5: Financing Plan	3.00	17.00	5.00	25.00	\$4,410
Task 6: Review Findings	2.00	8.00	2.00	12.00	\$2,140
Task 7: Update/Additional Scenarios	2.00	10.00	2.00	14.00	\$2,500
Task 8: Documentation and Presentation	2.00	6.00	2.00	10.00	\$1,780
Total	15.00	85.00	47.00	147.00	\$24,960

APPENDIX A: TEAM RESUMES



JASON W. BURNINGHAM, PRINCIPAL

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Office: (801) 596-0700

E-mail: jason@lewisyoung.com

Mr. Burningham is an owner and principal of Lewis Young Robertson & Burningham, Inc. (LYRB), the premier Financial Advisory firm located in Salt Lake City. Mr. Burningham led the initiative and development of creating a full-service financial consulting and advisory practice focusing on local governmental entities. Mr. Burningham is the Financial Advisor to scores of local municipalities, counties and special districts. Over the past decade, Mr. Burningham has successfully coordinated the structuring of nearly \$3 billion representing more than 300 transactions including general obligation, revenue, lease revenue, tax increment, and special improvement district bonds.

He currently represents many high growth and development impacted areas throughout the State of Utah, including: St. George and Washington County surrounding areas, southern Davis County communities including: Bountiful, Centerville, North Salt Lake, Woods Cross and West Bountiful, northern Utah County (Lehi, Eagle Mountain, Alpine, Pleasant Grove, Lindon and American Fork), Mountain Regional Water Special Service District (Summit County), and Salt Lake Valley communities such as, South Jordan, Bluffdale, Herriman, Cottonwood Heights, and Sandy City.

EXPERIENCE

- Development of Comprehensive Financial Sustainability Plans to assist local governments in prioritizing capital projects, identifying methods of repayment, and modeling of multi-year cash flows.
- User rate and impact fee services which include modeling of all future revenues, expenditure, and capital outlay for each government and business-type fund.
- Structuring and marketing of debt for many local governments including General Obligation Bonds, Utility Revenue Bonds, Excise Tax Bonds, Special Assessment Bonds, and other local government bonds. This has included marketing bonds on the public and private markets.
- Credit shaping services including the development and implementation of plans to qualify, enhance, and/or secure an investment grade credit rating from the major credit agencies.
- Economic development services including the creation of Project Areas (URAs, EDAs, and CDAs). Development of incentive packages and coordination of State incentives.



FRED PHILPOT, VICE PRESIDENT

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Office: (801) 596-0700

E-mail: fred@lewisyoung.com

Mr. Philpot received a Bachelor of Science from Utah State University, studying political science and is a graduate of the Master of Public Administration program from Brigham Young University. He emphasized in quantitative analysis and government administration.

Fred Philpot joined Lewis Young Robertson & Burningham, Inc. in 2006. Mr. Philpot has served as the project lead for numerous utility rate studies including studies completed for Orem, Centerville, Provo, Ogden, Centerville, and other local entities. He specializes in financial modeling including scenario analysis, fund analysis, and forecasting.

RECENT UTILITY RATE SETTING EXPERIENCE

Mr. Philpot has completed the following projects on behalf of entities in Utah:

- 2017-2018 Central Utah Water District Utility Financial Modeling;
- 2017-2018 Ogden General Fund and Utility Rate Review (Water, Sewer, Storm);
- 2017-2018 Logan Water Rate Analysis;
- 2017 South Ogden Utility Rate Analysis (Water, Sewer, Storm);
- 2016 Orem Utility Rate Study (Water, Sewer, Storm);
- 2016 Provo Utility Rate Study (Sewer); and,
- 2015 Centerville Storm Utility Study.

Similar Project Experience				
Project Name and Description	Initial Contract Price	Final Contract Price	Contract Date	Actual Date
Utility Rate Analysis	\$46,725	\$46,725	4.15.2018	4.15.2018
Utility Rate Review and Update	\$27,000	\$27,000	8.1.2017	8.1.2017
Secondary Water Impact Fee	\$7,950	\$7,950	12.14.17	12.14.17
Reference Contact Information				
	Reference 1	Reference 2	Reference 3	
Name	Matt Dixon	Rob Thomas	Mark Johnson	
Title/Position	City Manager	District Mgr.	CAO	
Organization	South Ogden	WCWSID	Ogden city	
Telephone	(801) 622-2700	(801) 745-3435	(801) 629-8150	
E-mail	mdixon@southogdencity.com	rthomas@wcwsid.com	markjohnson@ogdencity.com	
Project	Utility Rate Analysis	Impact Fee	Utility Rate Analysis	
Candidate role on Project	Project Lead	Project Lead	Project Lead	

Fred Philpot will present all findings and recommendations. Mr. Philpot's recent presentation experience includes:

- Ogden General Fund Financial Sustainability Plan, 2017
- Weber County Transfer Station Analysis, 2017
- South Ogden General Fund, Utility Rates, and Transportation Fee Analysis, 2017
- Salt Lake City General Fund Impact Fee Facilities Plan and Impact Fee Analysis, 2016
- Utah League of Cities and Towns Revenue and Taxation Presentation, 2016
- Utah Association of Special Districts Financial Sustainability Planning Presentation, 2016
- Ogden General Fund Financial Sustainability Plan, 2016
- Orem Utilities Financial Sustainability Plan, 2016
- South Salt Lake Sewer, Water and Park Impact Fee Presentation, 2015
- Jordan Valley Water Conservancy Impact Fee Update, 2014

☞ South Jordan School District Feasibility Study and Media Presentation, 2014



TERESA PINKAL, ANALYST

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Office: (801) 596-0700

E-mail: teresa@lewisyoung.com

Teresa Pinkal joined Lewis Young Robertson & Burningham, Inc. in 2015. Ms. Pinkal recently completed a municipal services tax feasibility study for Box Elder County, an incorporation feasibility study for Cedar Highlands and a Comprehensive Financial Sustainability Plan for the Military Installation Development Authority. Ms. Pinkal's experience includes demographic projections, municipal services analyses, economic development analysis, and capital planning and prioritization. Prior to joining LYRB, Ms. Pinkal facilitated the State energy efficiency finance programs for the Utah Governor's Office of Energy Development, as well as served as the office administrator for the Utah Governor's Office. Ms. Pinkal holds a Master of Public Administration degree from Brigham Young University.

Ms. Pinkal will assist in model development, research and drafting of reports.

Similar Project Experience				
Project Name and Description	Initial Contract Price	Final Contract Price	Contract Date	Actual Date
Wasatch County Capital Facilities Planning	\$29,970	\$37,470	12/1/2015	6/8/2016
Millcreek Municipal Services Study	\$29,150	\$31,450	3/31/2017	4/24/2017
Cedar Highlands Incorporation Study	\$17,500	\$17,500	12/1/2016	11/1/2016
Reference Contact Information				
	Reference 1	Reference 2	Reference 3	
Name	Mike Davis	Jeff Silvestrini	Paul Morris	
Title/Position	County Manager	Mayor	Interim Director	
Organization	Wasatch County	Millcreek City	MIDA	
Telephone	435-657-0283	801-214-2710	801-949-2602	
E-mail	Manager@wasatch.utah.gov	jsilvestrini@millcreek.us	paultmorris@outlook.com	
Project	Facilities Plan	Municipal Services	Finance Plan	
Candidate role on Project	Analyst	Analyst	Analyst	



Request for Proposal

Response

Overview

Premium Financial Management, LLC is a business consulting firm that specializes in accounting, budgeting, forecasting, pricing, and business appeal services and consultation. PFM has over 75 years of combined experiences in helping individuals, business and organizations continuously improve their ability to efficiently manage their accounting and budgeting records, as well as their image in the market place. With our innovative and creative team, we have serviced a variety of clients, including individuals, corporations, non-profits, and small businesses.

In the six years PFM has been in business, there has been no significant changes to upper management. It has held the same core of individuals from the start of its creation in 2012 and there are no immediate or future considerations of changing the management team.

The key strength PFM has in the consulting space is exceptional customer-service, high integrity, and a combination of innovative thinking and vast knowledge on a broad range of business fields, including but not limited to, budgeting, accounting services, forecasting, pricing and cost analysis, etc. PFM has experience in building financial models and financial forecasting for clients, including large corporations in various industries since it's established year of 2012.



Proposed Strategy Approach

The strategy approach for this RFP will include, but not limited to:

- Review current financial objectives and policies to fully understand the scope of the City's expectations. Once complete, work on providing recommendations on new policies and objectives that will drive revenue growth and sound financial management decisions based off the City's revenue drivers and collaborative experience.
- Review historical and current financial fiscal budgets to analyze if certain trends are present and to forecast possible trends and opportunities to account for revenue growth.
- Efficiently manage the allotted monthly budget by performing cost analysis of data that is provided by the City.
- Collaborate with City staff on other factors that may not be presented in historical and current data.
- Review and analyze historical and current expenditures to analyze for cost-saving opportunities and analysis for potential trends that may be present, which include retrieving data from across the City's channel of operation.
- Develop a financing plan that will ensure revenue efficiency under a cash approach as well as a bonding approach to optimally use City resources.
- Work with City staff to identify funds that are used to account for top issues of concern to elected officials and the community. We will provide a comprehensive strategy to implement a recommended financial plan to resolve those issues.
- Recommend KPI's and targets which can be used as a basis for measuring and achieving the City's long-range financial objectives by reviewing and analyzing certain revenue growth drivers, potential opportunities on the horizon, and trends that may be present in historical/current financial budget documentations.
- Build a user-friendly financial model, (excel based) to incorporate what if analysis scenarios that will output financial impacting results dependent on input variables.
- Train and present financial model to appropriate City staff to demonstrate the ease of the financial model to create what if scenarios, as well as variable projected revenue vs expense results based off input variables
- Provide a final comprehensive report and model to the City staff and City Council detailing findings and results in a public meeting at the City's convenience.



Administrative Management

- Participate in bi-weekly check-in/planning calls with City staff, if necessary.”
- Collaborate with City staff to address challenges and execute effective plans on opportunities discovered in historical/current data.

Team Assigned

The team that will be assigned to this project will be:

Daniel Barnes, Director, Pricing & Budgeting (Designated Person of Contact)

Daniel has over 10 years’ experience in the accounting field that includes accounts receivables, budgeting, financial forecasting & models, and other accounting services. He graduated from Georgia State University with a degree in Business Administration in 2010. Daniel has worked on multiple projects including accounting services for a non-profit, The Virtuous Woman International, as well as financial modeling and forecasting for companies such Office Depot, Inc. and Cox Communications, Inc. He was promoted to Director Pricing & Budgeting in 2017 and has vast knowledge of not only accounting services, but also with pricing and cost analysis, & financial forecasting and modeling.

Valee Smith, Senior Advisor, Accounting

Valee Smith brings to the team a wealth of knowledge in the business world. She brings over 40 years of experience of accounting and tax services and innovative strategies to streamline processes today. Her experience includes working with non-profits, corporations, state municipalities, and individuals to consult them on accounting services and business development strategies.



References & Past Clients

The Virtuous Woman International

Atlanta, GA

Kimberly Jackson – Director, Communications

Direct line – 678-353-8595

Ace-Bar-B-Que

Atlanta, GA

Michael Fuller – Restaurant Owner

Direct Line – 404-359-1500

DSB Graphics Media

Atlanta, GA

Derrick Sherard – Graphic Design Owner

Direct Line – 404-482-3059



Cost Proposal

The fee for services described in this Request for Proposal will be based on the following fixed fees:

Five-Year Financial Forecast Plan:	<u>\$17,450.00</u>
Consultant Flat Fee (Includes Travel):	<u>\$3,600.00</u>
Five-Year Financial Model:	<u>\$800.00</u>
 Total Fixed Fees:	 <u>\$21,850.00</u>

The fee will include all services described in this RFP. In the event the client requests services outside of the scope of the agreement or services described in this RFP, the following hourly rate will apply:

Other Accounting Services: Hourly Rate	<u>\$35.00</u>
Other Financial Analysis: Hourly Rate	<u>\$50.00</u>



Billing & Administrative Practices

Billing & Net Terms:

PFM will send an electronic invoice to the City of American Fork with Net Term 30 by email to an approved City of American Fork email address.

Working Location Site:

All services and tasks, unless negotiated with the client, will be performed remotely at PFM's discretion.

Communication:

Clients can contact consultants either by email or by phone, with the understanding consultants will return the client's request within 24 hours. PFM and clients can meet via teleconference, with at least a two-business day notice.

Termination:

PFM and Client have the right to terminate this agreement with 30 day written notice to the respected party. If Client decides to terminate the contract, the current month's retainer fee will be due and all future retainer fees will become null and void. Services will stop and desist immediately after the last paid retainer fee month once PFM has received notice.

Daniel Barnes, Director of Pricing & Budgeting

(Printed Name & Title)

A handwritten signature in black ink, appearing to read "Daniel Barnes", written over a horizontal line.

(Authorized Signature)

2/6/2019

(Date)



**5 Year Financial Forecasting Services
for
American Fork City, Utah**

Attachment: Zilo International (5 Year Financial Forecast Agreement)



February 5, 2018

Kyle Maurer
RFP Coordinator
51 E Main St.
American Fork, UT

Dear Mr. Maurer,

Zilo International Group LLC would be pleased to partner with American Fork City and review and assess its long term financial objectives and policies to include a 5 year financial forecast. Please accept the accompanying proposal as our formal response for this opportunity.

I am the founder and CEO and will serve as the main point of contact for this project. Our team is uniquely poised to assist your organization and provide strategic and highly actionable insights for this study.

We understand the requirements of the project based It would be our privilege to assist you on this opportunity and work with you and your team. It is our hope to build a long-term relationship and assist you in other areas as well, all while upholding your organization's mission, values, and vision.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Milena

A handwritten signature in blue ink, appearing to read "Milena Zilo".

Milena Zilo
Founder and Chief Executive Officer
Zilo International Group, LLC

3939 East Arapahoe Road, Suite 210 | Centennial, CO 80122
Mobile: 917-225-1851 | Office: 720-295-0054
milena@zilointernational.com | <http://www.zilointernational.com>

Attachment: Zilo International (5 Year Financial Forecast Agreement)

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Company Information - Zilo International Group

Overview

Zilo International Group LLC is a management consulting firm incorporated in 2014 in the State of Colorado and is 100% privately held by Founder and Chief Executive Officer Milena Zilo. Over the years, we have worked with a number of organizations and communities all over the world. With resources in several countries throughout Europe, Asia and the Americas we are able to manage complex projects on a global scale across a variety of sectors. We implement best practices learned at innovative startups and large corporations and offer the following services:



**Strategy &
Business Advisory**



**Finance & Corporate
Development**



**Human Resources &
Turnaround Management**



**Outsourcing &
Project Management**

We are invested in our client's success and work diligently in developing actionable strategic plans with a focus on achieving measurable results and building for the future. We work collaboratively with our clients to discover new strengths and drive change, while offering innovative solutions to challenges and ensure that strategies are turned into actions. Our consultants have vast experiences in Finance and Strategic Planning and have worked with a number of organizations in the Public Sector. With each engagement we aim to implement custom-built solutions and create the proper road map for you to achieve your goals. We believe in the following key elements:

- **Innovation and Execution:** For companies to be competitive, they need to be innovative, think outside the box and be willing to take a leap of faith in a multitude of scenarios. We use more than just best practices in helping our clients, our team explores new policies that are just developing, creating a more innovative and strategic plan. We aim to support our clients with a life-cycle approach from an idea to fact-based analyses and operational execution.
- **Small, Expert Teams:** At Zilo International Group, we take an ecosystem approach with an investment in the long-term value of client services. We formulate dedicated teams who solely focus on the client and always have the same points of contacts. Our consultants have exposure to a variety of sectors and are knowledgeable in different types of fields. We believe in a tailored approach to meeting each client's individualized objectives.
- **Client Ownership Culture:** We work closely with clients' management and staff to complement existing resources in a culture of collaboration and shared success. Zilo International Group maintains collaboration with clients throughout the entire project, ensuring that everything is aligned with the company's original goals and making sure the company does not experience any surprises. Our consultants are continually striving to further their own industry education, certifications and skill-set. We ensure a strategy that is articulate, long term, and reinforced by mission vision and values.

Our Culture

At Zilo International Group, our team-based organizational culture is reflected in the respectful and collaborative manner in which we conduct business and interact as a team. We believe that the key to a successful organization is to foster an environment where high achieving, purpose driven, and self-motivated individuals can work together. Such culture primes our team to cultivate the best solutions when faced with our clients' needs and challenges. Internally, our environment ensures that talent is recognized and given the ability to flourish. We maintain balance in workload that is deadline-driven, using our internal proprietary system regarding "project flow".

We are an equal opportunity employer. The Company does not discriminate on the basis of age, race, color, creed, religion, national origin, ancestry, disability, veteran status, marital status, sex, gender expression or identity, sexual orientation, or any other basis as protected by federal, state, or local law. All matters relating to employment with the company are based on, and operate according to, the principle of merit. Our team makes a conscious effort to recruit and retain minorities and provide numerous training, ongoing mentoring and professional development opportunities for all employees. We strive to create a culture of collaboration and excellence.

Our Values

The values we set highest in our organization align with our actions in the way we serve our clients. They are the driving factor in all that we do, they are more than just a slogan, we embody them in each and every day.

- **Loyalty:** We are first and foremost loyal to our values and will always remain devoted to them. We maintain a steadfast dedication to fostering a culture of integrity both internally with our staff, and externally with our clients.
- **Respect:** We believe in cultivating an environment of respect towards everyone. We appreciate, embrace and encourage ideas from all points of view, including those which may differ from our own.
- **Integrity:** We strive to always do the right thing in every situation. We have created a culture of holding ourselves to the highest level of professional integrity and ethics.
- **Accountability:** We understand the importance of accepting responsibility for our actions and the impacts they have on the company, our team, the community, and the clients we serve.
- **Entrepreneurship:** We embrace change, critical thinking, innovation, an entrepreneurial spirit, and thinking outside of the box, while never forgetting where we started.
- **Excellence:** As a fundamental principle, we are constantly striving for excellence in everything we do. We persistently endeavor to achieve excellence in the work that we perform and the value we bring to our clients.

Project Team – Staff Qualifications

Zilo prides itself on customer service. Over the past several years, we have created an operational structure aimed at treating every client as if they were our only client. In keeping with the philosophy of our team approach, at times, we may utilize other consultants to assist in this project. Milena Zilo, will function as the account and project manager. It is her task to guide the project team through the development process to ensure timely and high-quality completion. The Zilo team uses a comprehensive set of checklists, tasks and procedures that are tailored to each client.



Milena Zilo
Founder and Chief Executive Officer

Milena Zilo has nearly a decade of experience in Wall Street and International Consulting. She started her career in New York and has worked at Merrill Lynch (MER)/ Bank of America (BAC), Bloomberg LP and BlackRock (BLK). She founded Zilo International Group and has worked with companies of different sizes in multiple industries, both domestically and internationally. She has a broad and deep knowledge of the global markets, visible level of leadership interaction and collaboration with all key areas of the organization and executive team including organizational development and leadership management. She has developed a powerful understanding of the connections between operational activities and financials through driving change and working across different business units. She is an innovative leader with experience in strategic planning and operations management. She is known for progressive thinking, driving results and personal accountability. Some of the most recent projects in the Public-Sector Ms. Zilo has led include working with the Human Services for the State of Colorado, Wyoming State Hospital, Cosumnes Community Services District in Elk Grove, CA, Boulder County Resource Conservation Division in CO, Luna Community College in New Mexico.

Ms. Zilo graduated in 2005 from the University of Denver with a Bachelor's degree, majoring in Finance and double minored in Economics and Legal Studies. At DU, she held numerous leadership positions and has served on the Advisory Board for Daniels College of Business and as a Board Member for the University of Denver NY Chapter. She is actively involved in the community and currently serves on the U.S Global Leadership Coalition's Colorado Advisory Committee, and as a Mentor for Boomtown Accelerator in Boulder. She has served on several other committees and non-profit boards and has a passion for philanthropy.



Josh Sroge
Senior Consultant

Joshua Sroge is a Finance and Operations leader with over 20 years experience in both global organizations and local startups, engaging in challenges from mature enterprise transformation to seed stage scaleup and financing.

Mr. Sroge's enterprise experience includes accounting and finance projects across multiple subsidiary entities, currencies, and jurisdictions with GE Capital and Dassault Systemes. At both he implemented the ERP architecture and multi-dimensional reporting to enable organizational alignment and strategic decision making. In the local ecosystem he has participated in growth stage companies from seed to Series A+ to exit, in a diverse range of industries, including chemical (Kryptonics), medical device (Image Guided Technologies), bioprocess (GeoSynFuels), blockchain & cryptocurrency (ShapeShift), and AI (eCortex). In recent years he has engaged a continued variety of clients as a consultant, expanding into Food & CPG, Services, SaaS, Semiconductor, and SSD industries, both in the private and public sphere. Expanding beyond

the CFO/COO role, he leads large projects at enterprise clients and enables scaling at the seed stage. Working with local accelerators such as Boomtown in a mentor and sponsorship capacity, he supports their cohort companies in infrastructure setup and business focus to enable success.

Mr. Sroge believes in a duty to give back to the community. He is a mentor at the CU Leeds Business School, working with the junior and senior finance students every semester since 2011. He is on the board of the Boulder-based Emergency Family Assistance Association (EFAA) and is their Treasurer and Chair of the Finance Committee, and is also on the board of the Duet Design Group Foundation. Both organizations assist local families in need of support, from housing to food to case management. He has a BS in Accounting from CUNY Hunter College, and is a Certified Bitcoin Professional.

Approach and Methodology

We approach each project as a true collaboration in IDEATION – the process of creating new ideas and strategies. We believe great ideas can be born in every stage of a project, not just during creation. You'll find our process to be adaptable, iterative and collaborative. We offer our expertise and guidance whenever needed to ensure that the entire process is as smooth and enjoyable as possible.

Zilo International Group is a governmental contractor, in the past couple of years, we have worked with government organizations in CO, CA, WY and NM. We live by our moto – *Your Vision, Our Expertise*. What makes us different is our ability to build an integrated team to suit your specific needs. We understand the unique challenges that Cities and Government Organizations face and have been recognized for our ability to optimize performance with speed and impact, while within the budget.

Our approach is to develop strategic plans and work in *partnership* with all stakeholder input over the duration of the project. To define new insights and tools to explore a strategic implemented approach to leverage the infrastructure to serve existing industry. Milena Zilo, will function as the account and project manager. It is her task to guide the project team through the development process to ensure timely and high-quality completion. The Zilo team uses a comprehensive set of checklists, tasks and procedures that are tailored to each client.

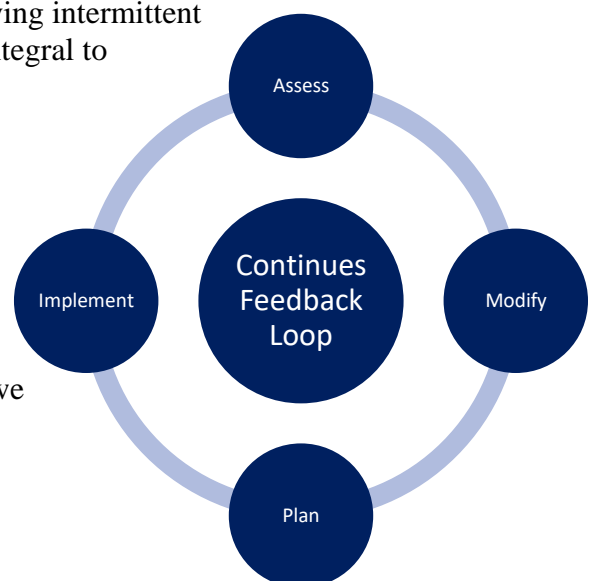
We understand the primary goal for this project is to review and assess long term financial objectives and policies, review existing financial targets and measures and develop a forecasting mechanism to demonstrate the overall impact of current and future decisions for the City. We have identified the following phases and tasks necessary towards project completion:



Communication Plan

We would like to initiate this phase with the creation of a communications plan and schedule between the City's project team and Zilo International Group. Every client engagement is unique based on the needs of the stakeholders in the organization. Regular communication involving intermittent check-in sessions on progress of work product and analysis is integral to project success.

Some of these scheduled sessions will be held in-person, including the initial kick off meeting, while others may be held over a conference call. Milestone meetings such as monthly status updates and project reports will also be scheduled to discuss findings and implications of those findings to the client project goal. With our shared philosophy of engaged communication at every level of the continuous feedback loop we will foster and maintain an open communication throughout this project, ensuring that goals and objectives are met.



Discovery – Data Collection

Our goal in the discovery phase is to meet with different stakeholders to gather as much information as possible about what they believe the project should achieve and determine expectations. We will work cohesively in creating a plan that will ensure clarity of the project's purpose and objectives throughout this entire effort. Regular communication involving intermittent check-in sessions on progress of work product and analysis is integral to project success.

In this phase we will:

- Gather information and assess the current goals and metrics
- Summarize key trends, goals, objectives, and actions from existing budgets and reports
- Collection of reliable and valid data.
- Understand expectations and ideal future position for the next five years and beyond

The data we gather will be used to inform the choices made in developing the strategy, the ROI, and any key performance indicators (KPIs). We expect to analyze key trends, goals, and objectives. We will create a clearly defined data and analysis framework so that the collection of core, direct data relative to be analyzed for any key trends, patterns, strengths, weaknesses, etc. The quantitative data coming from current, reliable sources and qualitative data adding understanding and content to include financial stability of the City .

The data will be thoughtfully analyzed and synthesized into useful, comparable information. The analysis will include best practices and their respective impacts and financial impact for both short term and long term.

Analysis

In this phase we will:

- Perform an in-depth analysis of the City's capital and operating expenditures/revenues
- Synesis of the data into useful, comparable information and identification of correlated data to outcomes and changes.
- Complete a thoughtful analysis and review of best practices and benefit/impact to the City
- Develop targets and policies for long range financial planning
- Building upon this analysis, implementable strategies and best practices

Zilo International Group will lead meetings with stakeholders to gain an understanding of the City's processes and operations and ensure that potential solutions and strategies have the support necessary to be implemented. We anticipate that this process will be iterative and will involve multiple rounds soliciting input, presenting data, and feedback. We will maintain transparency and document progress, key findings, and proposed solutions. The data will be thoughtfully analyzed and synthesized into useful, comparable information for the City to achieve its vision, and resilience framework goals.

Deliverables

We understand the primary goals of this project to perform a comprehensive 5 Year Financial Plan. If awarded, our team will be responsible for the compilation of the data. Regular check in meetings will be scheduled between our teams to review progress.

Per the RFP requirement in this phase we will:

- Develop a financial plan that will ensure revenue sufficiency and optimization of all City resources
- Financial planning and analysis for budgeting, forecasting, benchmarking and long range strategic planning on several projects
- Provide expenditure estimates for all budget expenses for the next 5 years
- Functional set of key performance indicators/measures or evaluation criteria for use in budget decision making and service delivery optimization that considers the City's Sustainability and Resilience Framework objectives.
- Documented process/guidebook for developing key performance indicators/measures so that the process can be replicable for the City
- Assist with the coordination and preparation of financial reports and analyses on a monthly, quarterly and annual basis; Ensuring maintenance of appropriate internal controls and financial procedures
- Recommended approach(es) to using performance indicators/measures to prioritize funding decisions and trend projections
- Assistance in development of analysis model as well as a summary of their impacts and outcomes including future projections with documented assumptions
- Recommended approach(es) to monitoring near-term effectiveness of key performance indicators/measures or evaluation criteria
- Project lessons learned including an emphasis on identifying “sticky” points in order to achieve sound financial management
- Prepare final report and Presentation for City staff and City Council
- ongoing support as needed

Time Line

Zilo would be able to start working with American Fork City on this search immediately. We are extremely committed to servicing our clients' needs and are available *at all times*.

Though timelines will be better assessed during the discovery phase, based on the RFP information we propose the following timeline for this engagement:

Month 1:	Month 2	Month 3
<ul style="list-style-type: none"> • Client Discovery • Meeting with Stakeholders • Begin Analysis Phases 	<ul style="list-style-type: none"> • In Depth Analysis • Develop Targets and KPIs • Begin Implementation Phase 	<ul style="list-style-type: none"> • FP&A & Recommendation • Perform all RFP specifications • Final Report and Presentation

Cost Proposal

Our proposed fee for this project is a flat fee of \$20,000 for all project work and \$3,000 traveling expenses for a total of \$23,000.

Our team is highly entrepreneurial and acts in a controlled hurry. We see ourselves as a challenger team and work hard and quickly to compete with larger companies. We are known for our outcome-based approach, passion to our craft and our longstanding commitment to client-centric, relationship building. We are very excited about the opportunity to work with you.

Our team has the mix of skills, including breadth, depth, creativity and practicality, as well as the values required to be your partner. We are very excited about this project and will provide you with the resources needed.

Appendix

Resumes

MILENA ZILO

Over 10 years of professional experience in Wall Street, Corporate Finance and Consulting. My competencies include a broad and deep knowledge of the global financial markets, the ability to identify, analyze and articulate successful investment events and opportunities. Visible level of leadership interaction and collaboration with all key areas of the organization and executive team. Experience with domestic and international partners, including government officials and business professionals, have lived abroad and visited over 20 countries.

- Budgeting and Forecasting
- Financial Reporting
- Business/Corporate Development
- Strategic Planning
- Risk Management
- Cross-Functional Team Leadership
- Corporate/Investment Finance
- Growth and Expansion Strategies
- Profitability and Cost Analysis
- International Business/ Asia/Europe
- Project Management
- Product Management and Marketing

Professional Experience

Zilo International Group LLC, US, Europe, Asia

International Consulting

2012 – Present

- Spent 2 years in Europe and Asia assisting organizations and entrepreneurs in underlying business tribulations and suggesting solutions to improve efficiency, financial decisions, cut costs and accelerate growth and optimize performance
- Met with government officials, business professionals and financial agencies to discuss opportunities and business developments in the country and region
- Lead teams in business planning and development, marketing activities, demand assessment and customer retention as well as strategic planning in entering new markets/launching new products, merger and acquisitions, raising capital and private funding
- Worked closely with senior executives and leadership as well as Corporate Development and Strategy group with market research, due diligence and valuation analysis on proposed plans to identify opportunities/threats, maximize efficiency, reduce cost structure and to align financial expectations, impact and overall company strategy
- Created and worked on complex financial models such as Net Present Value (NPV), Return on Investment (ROI), Payback Period, Discount Cash Flows (DCF), Value at Risk (VAR) and prepared presentations for senior management and leadership team
- Managed the financial planning and analysis for budgeting, forecasting, benchmarking and long range strategic planning on several projects
- Coordinated the preparation of financial reports and analyses on a monthly, quarterly and annual basis; Ensured maintenance of appropriate internal controls and financial procedures
- Experience with evaluating enterprise risk, through mitigation planning, implementation and progress monitoring, as well as managing the company's commercial insurance policy, accountable for obtaining all necessary insurance (commercial, umbrella, property, loss and control, worker's comp and cyber) and coordinating renewal process.

BlackRock, Princeton, NJ

Private Equity Partners Fund

2011 – 2011

- Prepared quarterly and annual financial reports as well as partner capital statements for distribution to limited partners and ensured compliance with appropriate GAAP standards and regulatory requirements
- Performed in-depth due diligence on new disclosure distribution calculations including waterfall calculations and cash positions

Bloomberg, New York, NY/ Princeton, NJ

Fundamentals and Earnings Equity Research

2007 – 2010

- Responsible for Oil and Gas sector, covered over 30 companies primarily large and mid-cap
- Analyzed financial statements such as balance sheets, income statements, cash flows, 10K/10Q, in addition to

company/industry reports to make accurate decisions in projecting a company's current and future financial performance

- Prepared valuation materials based on comparable, precedent transaction analysis, industry key drivers and market trends
- Performed ratio analysis, financial modeling and wrote research reports based on the findings
- Member of the Accounting Committee; discussed and examined current market practices and developments arising from accounting standards in accordance with GAAP, FASB, IASB, and SEC
- Extensive interaction with cross-divisional teams at Bloomberg, including news, company guidance as well as investor relations, management of companies under coverage and buy/sell side analysts

Merrill Lynch, New York, NY

Investment Management

2004 – 2007

- Member of a team that worked primarily with institutions and high net worth individuals
- Analyzed investment strategies, prepared investment proposals based on client's needs and risk profile and held ongoing reviews to ensure effectiveness of portfolio and to identify necessary updates
- Utilized financial modeling techniques and Monte Carlo simulation to ensure that the asset allocation of client portfolios was diversified across the sectors of the Standard & Poor's 500
- Coordinator of managed account activities with responsibilities such as scheduling seminars, generating client-specific reports, and maintenance of marketing materials

Citi, New York, NY

Summer Internship

2004 – 2004

- Participated in structured training program at Smith Barney; gained insight into sale practices, market trends and product/ service knowledge
- Prepared pitch books and managed multiple tasks among a variety of teams.

Education

University of Denver, Denver, CO

2001 – 2005

Bachelor of Science in Business Administration

Field of Study: Major in Finance; Double Minor in Economics and Legal Studies

Activities and Societies: Elected by Undergraduate Student Body to Represent in Student Government (Senate) - Daniels College of Business Senator, University Programs Council Governing Board- Homecoming Committee Chair, Council of Undergraduate Business Students - CO Chair, St. Jude Hospital Foundation- Finance Chair, Alpha Gamma Delta Sorority - Risk Manager, Greek Judicial Board, Peak Leadership Program, Peer Mentor

Additional Information

- **Professional Affiliations/ Boards:** U.S Global Leadership Coalition's, Colorado Advisory Committee Member (2017 - Present), Boomtown Accelerator, Mentor/ Advisor (2017 - Present), Daniels College of Business - Advisory Board and Committee Member (2014 - 2017), American Cancer Society – Associate Board of Ambassadors and Gala Executive Planning Committee (2016 – 2017), Colorado Symphony – Annual Ball Volunteer (2016), Denver World Affairs Council - Member (2014 - 2015), APEN - Co-Founder, Board Member and Advisory Board Chair (2006 - 2011), University of Denver NYC Alumni Chapter - Board Member (2006-2011), Street Wise Partners - Junior Board Member and Adult Program Mentor (2008 - 2010)
- **Professional Certifications:** Financial Industry Regulatory Authority: Series 7- General Securities Representative Exam, Series 66 – Uniform Combined State Law Exam (New York)
- **Computer Skills:** MS Office: Excel, PowerPoint, Word, Bloomberg Terminal, Capital IQ, Crystal Ball, Oracle, SAP, Serengeti Law
- **Honors and Awards:** Chutzpah Award - Oprah Winfrey, Mentor-Mentee Partnership Award - Street Wise Partners, Outstanding Student Leader Award by University of Denver Appeared on: ABC News, Fox News, Good Morning America, Oprah Magazine, Washington Post, Denver Post, Detroit News, Boston Globe, Milwaukee Journal Sentinel, Houston Chronicle, Clarion Newspaper, University Business, College Confidential, and several International Media

Joshua A. Sroge

Senior Consultant

Zilo International Group, US, Europe, Asia– Management Consulting Firm

January 2019 – Present

- Conduct research, analysis and preparation of project deliverables. The company's projects encompass business strategy, operational, organizational, process improvement, as well as execution management
- Evaluates and articulates scale of complex client problems and structures a plan to address them accordingly
- Manage key client relationships throughout and beyond the benchmarking cycle to ensure maximum satisfaction and relationship development
- Support practice and business development activities, responses to RFPs and proposals
- Responsible for contributing to the management of the business on an on-going basis
- Oversee and construct client deliverables to ensure the highest possible quality, including insightful client key findings reports and quantified recommendations

Managing Partner

FireStone CFO, Boulder, CO - Fractional CFO services firm

January 2014 – Present

Manage 13 person fractional CFO firm in the Front Range, providing strategic and tactical CFO/COO/Controller services to multiple early and growth stage companies. Services include financial modeling and reporting, accounting and related systems implementation, infrastructure and process development, entity/tax/equity structure and planning, financing rounds, M&A/exit. Additional partners and associates for extended service offerings.

- Business Development: marketing, branding, targeting growth areas, web traffic/design and campaigns, event sponsorship
- Clients: pitching and signing clients, manage client relationships, assign talent to clients, resource for technical accounting/tax/equity items. Carry personal ongoing client engagements.
- Talent: identify and recruit new talent, retain and train existing talent.

Chief Accounting Officer

ShapeShift AG, Zug, Switzerland – CryptoCurrency Exchange

March 2017 – October 2018

- Tax: 2015-2017 Swiss and US Tax Returns, 2018-onward Strategy & Transfer Pricing w external tax firms
- Equity: multiple 409a Valuations, design & implement equity option plan, ensure Swiss/US compliance/tax, Carta (eShares) onboarding
- Entity & Jurisdiction: Swiss/US/other entity formation, general entity & jurisdictional strategies
- ERP: create company books in QBO, migration of multi-entity/currency/jurisdiction to NetSuite
- M&A: acquisition of KeepKey in 2017, Bitfract in 2018, operational setup, eCommerce platform integrations, financial mgmt. Provide analysis to support business cases for future M&A, enable integration into parent
- Audit: lead audit readiness, develop auditor relationships and negotiating engagements, lead tech blockchain platform project with Libra.tech for historical basis/disposal of assets, determine revenue/inventory/cogs treatment. Joint task with compliance efforts, work with GC, CCO, Regulatory.
- Treasury: develop US, Swiss, other jurisdictional banking relationships, identify crypto-friendly institutions, travel internationally to meet with bank CEOs, exec relationship managers, liaison in industry to source banking
- Insurance: risk mgmt & analysis, obtain and manage insurances in challenging ecosystem
- Board: attend all meetings, heavy IR and interaction with Board and advisory, liaison between execs and Board
- Build out Accounting group, 3 direct reports.

Vice President of Finance

GeoSynFuels LLC, Golden, CO - Advanced BioFuels & Fermentation

August 2007 – August 2017

- Joined startup team to raise capital, drive success of business pilot, build infrastructure, apply for DOE grants, and position company or technology for sale. Partner with CEO and Board on budgeting, funding rounds, equity management, strategy, compensation and staffing. Manage all finance, tax, investor relations, corporate structures, HR & personnel, IT, legal, related areas. Supplement leadership in engineering, laboratory, scientific areas, serve as Treasurer & Secretary. Develop

PPM with CEO, refine pitch to investors, ensure adequate operational cashflow, raised \$40M, valuation increased 5x from founding. In-house pilot plant at 1-10tpd operational, demonstration scale plant acquired April 2014 in Upton, WY. August 2008 divestiture of microbial heavy oil recovery entity Geo Fossil Fuels, LLC. Served as CFO thru December 2016 and drive funding, business plan, and G&A. Represented company in all negotiations, terms, and legal agreements in 3+year & \$1M+ joint venture with Donald Danforth Plant Science Center of St. Louis in 2009.

Director of Finance

Spatial Corp, Westminster, CO – 3D Modeling Component Software

September 2002 – July 2007

- Executive level financial leadership for a \$20M CAD-CAM & related Software & Services, subsidiary of Dassault Systemes of Suresnes, France. During tenure corporate performance improved from \$12M operating loss in 2002 to \$2M operating profit in 2006 and \$3M in 2007. Member of Executive Team and served on Board of Directors as Treasurer and Secretary. Member of Global Corporate Internal Audit Control team and PeopleSoft implementation team, subject matter expert in areas of Accounting Controls, Revenue Recognition, and Fixed Assets. Manage annual external and internal audits.
- Controllershship for domestic entity and international subsidiaries in China, Japan, Germany, France, and UK. Manage accounting, budgeting & financial analysis, payroll, and contracts department staff in US and intercompany accounting staff at each subsidiary location. Implement standardized policy and procedure to improve effectiveness of financial process management and to ensure corporate goal of Sarbox 404 compliance. Responsible for integrity of consolidated financials, revenue recognition policy, and compliance with corporate reporting and submission. Co-manage with HR on compensation budgeting, sales commission plans, and domestic, international and expatriate tax compliance. Drive budgeting process and quantify financial performance goals for parent, establishing annual budget and directing multiple fiscal year forecast revisions.
- Manage legal & contract departments, personally executing all contracts, and continually revising contracts to create standardization for improved strategic analysis and business direction. Responsible for patent, copyright, licensing and all other legal matters. Direct Intellectual Property strategy and enforcement in consultation with external corporate attorneys, and improve efficiency to reduce legal costs.
- Liaison with Sales to negotiate terms and conditions of contracts, pricing, and professional services parameters. Establish sales commission plan, revenue growth targets, work with Product Management and Marketing to set pricing, packaging, and interface with contracting and systems. Business Manager for \$3M federal services contract with a National Laboratory, ensuring governmental audit compliance of accounting systems, GSA qualification, reporting, and contract terms.

Corporate Reporting & International Accounting

GE Capital, Access Distribution, Boulder, CO – Sun Microsystems Master Reseller

July 2000 – September 2002 - \$3B Computer Products, Solutions and Services Distributor

Accounting Manager

Image Guided Technologies, Inc., Boulder, Colorado – Surgical Instruments

February 1998 – July 2000 - Exit in sale to Stryker Medical Devices - \$7M Public ISO 9001 Optical Localizer and Surgical Instrument Manufacturer

Community & Non-Profit

Emergency Family Assistance Association (EFAA) - www.efaa.org

Board Member, Treasurer– Aug 2016 to present

Finance Committee, Chair – June 2013 to present

Duet Design Foundation - January 2016 to present -Treasurer

Leeds CU Boulder Finance & Accounting Mentor - August 2011 to present

Education

CUNY Hunter College, New York, NY, BS Accounting

Certified Bitcoin Professional – 2017 – via C4 (<https://cryptoconsortium.org/>)

*Thank you for your time
and consideration*

American Fork City



Proposal for 5-Year Financial Forecasting Services



Attachment: Zions Bank Public Finance (5 Year Financial Forecast Agreement)

Submitted by
Zions Public Finance, Inc.
February 2019



ZIONS PUBLIC FINANCE, INC.

February 4, 2019

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

RE: Request for Proposal to Provide 5-Year Financial Forecasting Services for American Fork City, Utah

Dear Members of the Selection Committee:

ZPFI enthusiastically submits this proposal to provide American Fork City with 5-year financial forecasting services. We have prepared Excel spreadsheet financial forecasting models for numerous clients and believe that Zions can provide you with unparalleled services in this regard for the following reasons:

- Our models are land-use driven, rather than simply based on past historic trends in revenues and expenses. While we review and incorporate historic trends, the inputs to our model are based on land use, absorption timeframe and estimated pricing of development, thus allowing for sensitivity testing of the fiscal impacts of various development scenarios.
- We are well-acquainted with development in American Fork, as Benj Becker has recently completed two projects within the City boundaries - American Fork Meadows Crossing and American Fork Station. Benj has also recently worked on several projects for neighboring communities which adds to his understanding of potential development in the area, as well as competitive sites. Benj is a certified MAI and heads up our real estate development advisory work. As such, he is well positioned to advise the City on the feasibility and likelihood of various types of development occurring in the City. This understanding is key to creating a financial model that reflects what actually will occur in American Fork.
- Zions has a staff of GIS experts who can evaluate the availability of vacant land for development, important information that feeds into our evaluation of likely development.
- We routinely create complex, but user-friendly financial models. For example, Susie Becker has just completed working with Envision Utah on the Point of the Mountain study where she constructed a highly interactive financial model showing the fiscal impacts of various types of development, as well as potential increment that could result, with the accompanying fiscal impacts to various government entities. This information was essential for identifying a wide variety of funding mechanisms for major infrastructure at Point of the Mountain. This model was provided to the Point of Mountain Commission as part of our deliverables and allows for sensitivity testing by various cities, revenue types, development types, etc.
- Our department at Zions includes not only municipal consultants who will create the detailed financial model, but also public finance bankers who will provide added expertise regarding capital costs and funding mechanisms, including a pay-as-you go cash approach.

We greatly look forward to the opportunity of working with you on this important project.

Best Regards,

Susie Becker
Vice President

Benj Becker
Vice President.

Johnathan Ward
Vice President

One South Main Street, 18th Floor, Salt Lake City UT 84133-1904 Telephone: 801.844.7373 Fax: 801.844.4484

Attachment: Zions Bank Public Finance (5 Year Financial Forecast Agreement)

A. Cost Proposal

We have presented a “menu” budget with the idea that the City can pick and choose which services it most desires.

	VP Hours	Support Hours	Fees
Market Analysis	20	10	\$4,250
General Fund Financial Modeling	60		\$10,500
Modeling of Other Funds			
Fitness Center	25		\$4,375
Utility Funds	25		\$4,375
Permanent Fund	20		\$3,500
Fleet Funds	20		\$3,500
Other Funds	15		\$2,625
Coordination with City re Capital Costs	20		\$3,500
Sensitivity Analysis	12		\$2,100
Funding Options, Strategies, Policies	20		\$3,500
Written Report	10	5	\$2,125
Meetings and Presentation	12		\$2,100
TOTAL	259	15	\$46,450

Hourly rates are generally \$200 per hour for Vice Presidents (a blended rate of \$175 per hour is used in this Proposal); \$75 per hour for support.

B. Detailed Work Plan

Our work plan begins with a kickoff meeting with the City to ensure that deliverables are in line with the City’s expectations for this project. We will also request needed information from the City at this meeting and receive input regarding any potential areas of concern and strategic priorities for the City. The project schedule below shows key milestones during the study and anticipates completion within 90 days.

Description	Feb.	March	April
Kickoff meeting with City			
Market analysis			
Financial modeling			
Follow-up with departments re individual budgets			
Capital funding analysis			
Sensitivity “what-if” analysis review with City			
Strategic plan of policies and procedures			
Written report and presentations			

Market Analysis. Our approach begins with a market analysis which includes the following major tasks:

- GIS analysis of vacant land for development remaining in the City
- Market analysis of likely absorption timeframe of vacant land, along with development type and current market pricing for various development types

This analysis will be led by Benj Becker who will evaluate current trends in the northern Utah County market, American Fork's competitiveness in the marketplace, and current pricing (i.e., market values) for various development types. This land use information is essential because it is used as inputs in the financial model. While the model will easily allow for sensitivity testing, we will also provide what we consider to be the most likely development scenario. As development occurs each year, or as specific developer plans are presented to the City for approval, the City will be able to easily update the land use inputs in the financial model.

General Fund. Our approach to evaluating the General Fund is as follows:

- *Historic Trends.* Review existing General Fund budgets for the past 5 years, comparing annual growth in revenues and expenses by specific category
- *Revenue Projections.* Develop financial model, based on City's current budget, with future revenue projections based on land use development type and revenue "formulas." For example, retail development will generate point-of-sale revenues based on ½ of one percent of gross sales. On the other hand, residential development will generate sales tax revenues from the population distribution portion of the formula; these distributions have recently averaged about \$95 per capita in most communities. Our assumptions tab allows for sensitivity testing of gross sales per square foot for retail, population distribution reimbursement amounts per capita, and a multitude of other inputs related to other revenue sources. The model will also be able to accommodate a shift in the sales tax collection methodology from the current 50%/50% to 25%/75% or whatever the legislature might do this session.
- *Operating Expense Projections.* Operating expenses are more difficult to project as they are not formula driven like revenues. Our model accounts for the following factors:
 - Inflation growth
 - Growth by development type (reflected in population, employees, nonresidential sf, etc.)
 - Fixed costs v. variable costs (for example, some operating costs will increase with new development while others are more fixed in nature, such as the mayor, head of a department, etc.)
 - Any changes in service levels desired by the City
 - These expense variables can be manipulated easily, as well, in order to conduct sensitivity testing and to assess the relative risk of various factors (i.e., residential v. commercial development, high inflation, etc.).
- *Capital Expense Projections.* Capital expense projections will be based on the following:
 - Replacement schedules
 - Capital projects identified by the City
- *Funding Assessment.* The funding assessment will take into account the following:
 - Outstanding debt and amortization schedules
 - Future funding mechanisms, including leasing, bonding and pay-as-you-go scenarios

- *Scenario Evaluation.* Various scenarios will be evaluated, including different funding options, timing of capital needs, changes in growth patterns, etc. This will allow the City to see the risks and changes inherent in different economic cycles. Our models are highly interactive and allow for easy manipulation of assumptions and inputs to the model.

We recognize that the City charges fees for many services it provides. We have not included a comprehensive fee analysis (i.e., calculating the cost of service associated with each fee) as part of this Proposal.

Special Revenue Funds.

Redevelopment Areas. We have assumed that all RDA budgets have been reviewed, with projections adjusted, in the City's annual November 1 report and, therefore, have not included an analysis of these budgets in our proposal. However, if desired, ZPFI can address these funds as well as we prepare these annual reports for many of our clients throughout the State. The analysis will carefully consider the time remaining in each RDA area, and what the impacts will be to the General Fund if any areas expire within the next five years.

Fitness Center. ZPFI will look at trends in revenues and expenses for the Fitness Center and project these trends into the future. Allowance will be made for current capacity at peak hours and the potential to grow usage of the facility. Changes in fee schedule rates will be an important input in the financial model for the fitness center, as well as usage trends and inflationary operating costs. Current and projected subsidy amounts, under various scenarios will be projected. These projections will have an impact on the General Fund which currently subsidizes the Fitness Center. Our analysis will not include a cost-of-service study for different uses of the Fitness Center, nor will it include a separate fee study. We are happy to provide such services but feel that the RFP, as issued, does not request this level of analysis.

PARC Tax Fund. Revenue projections for this fund will be closely tied to the land use and retail growth projections used for the general fund as these revenues are related to sales tax growth.

Celebration Fund. Not included separately as the City intends to transfer this to the General Fund after FY2019. Instead, this will be incorporated into the General Fund model.

Debt Service Fund.

This fund includes all principal and interest obligations for debt issued by the City and must be carefully matched to the Fund that is responsible for the payment of various bonds. The annual expenses will be carefully tracked and then incorporated into the requirements from the General Fund and other funds that are required to contribute to the Debt Service Fund.

Capital Projects Fund. Expenses in this fund must be carefully matched with their proper revenue source as some revenue sources are limited to specific types of capital projects. An example would be revenues from the PARC tax which couldn't be spent on police facilities. Cemetery revenues should be carefully tracked with cemetery capital projects, etc. Grants received must be spent on specific grant projects. In some cases, such as the Fitness Center, revenues may be required from the General Fund. Our model will carefully note and track any discrepancies in sources and uses for this fund.

Capital Equipment Fund. The analysis for this fund will be similar to that of the Capital Projects Fund but will also require incorporating a thorough replacement schedule moving forward. Inflationary costs and

sensitivity to lease rates will be inputs to the model that will allow for sensitivity analysis and testing. We will also provide insight on current lease structures and make any appropriate recommendations.

Impact Fee Funds. The analysis will track revenues from impact fees, by utility type, and compare with projected capital costs over the next five years. The collection of impact fees generally lags the timing of construction of capital improvements and the “gap” needs to be paid for through other means, such as rates or the General Fund.

This analysis does not include a recommendation for changing impact fees. That is a separate study that would require the preparation of Impact Fee Facilities Plans (IFFPs) by engineers before Impact Fee Analyses (IFAs) can be crafted.

Permanent Fund. ZPFI recently completed a financial analysis for Salt Lake City Cemetery. We understand the difficulties that cities face if perpetual funds are not set up properly in the beginning and when lot sales begin to decline (due to the lack of remaining space and lots). We will carefully analyze this fund to make sure that any potential General Fund subsidies are identified.

Enterprise/Utility Funds. ZPFI will track revenue and expense trends for each utility, showing the impacts from growth and inflation. We have not interpreted the RFP to mean that the City is requesting an updated rate study, but rather an evaluation of the sustainability of the enterprise funds, given historic trends, currently projected capital needs and current rates.

Sanitation and Recycling Fund. As this is a contracted service, it is assumed that fees would be adjusted as needed in order to cover contract costs. In addition, the City incurs some expenses related to sanitation and recycling and these will be projected as part of the study, showing how revenues need to increase, assuming contract costs remain constant or incur inflationary costs. Again, this is not a fee study to analyze what sanitation and recycling fees should be.

Fleet Capital Fund. Fleet costs require incorporating a thorough replacement schedule moving forward, as well as potential salvage values from sale of assets when new vehicles are purchased and replace older models. These costs should be incorporated in the other funds, such as General Fund, Culinary Water, etc., and matching revenues transferred to the Fleet Capital Fund.

Other Funds. Other funds, such as Meadows and Internal Service Funds will be included. Internal service revenues are simply charges to other internal funds and these expenses will be included in those individual funds (i.e., General Fund, Culinary Water, etc.).

Strategic Plan. This plan will summarize the findings from the financial modeling and will identify key risk factors for the City. Based on these factors, as well as the financial sustainability findings, the consultants will outline strategic policies and benchmarks for the City to ensure financial sustainability in the long term.

The Plan will also outline key financing strategies in order to help the City realize its top priorities.

C. References

Client: Brett Wood, Herriman City Manager
Contact Information: 801.446.5323
bwood@herriman.org

Client: Bart Barker, Salt Lake County Municipal Services District Director
Contact Information: 385.468.6709
bbarker@slco.org

Client: Mark Christensen, Saratoga Springs City Manager
Contact Information: 801.766.9793
markc@saratogaspringscity.com

Client: David Zook, Nibley City Manager
Contact Information: 435.752.0431
david@nibleycity.com

D. Firm Experience

Zions Public Finance, Inc. (ZPFI) is comprised of a team of 21 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: 1) financial advisory services used to assist governmental entities in the bonding and disclosure/reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory and fee-related services.

Zions' staff includes 13 licensed municipal securities representatives, two GIS analysts, a certified planner, a certified commercial appraiser and educational credentials in business, economics, public administration, and a variety of other disciplines. Our staff has been represented with membership in the Utah League of Cities and Towns, Utah Economic Alliance, Utah Redevelopment Association, Utah Association of Special Districts, Wasatch Front Regional Council Economic Development Strategy Committee, UTA Transit-Oriented Development Implementation Advisory Board, the Government Finance Officers Association, and a host of others. In addition, we have the full resources of Zions Bank at our disposal, which include commercial banking and real estate departments, the investment division consisting of the tax-exempt municipal bond portfolio and capital markets, and all the public finance resources nation-wide.

A sample of related, relevant projects is included below.

Point of the Mountain Fiscal Impacts and Funding Analysis

ZPFI was a subconsultant to Envision Utah on the Point of the Mountain Study to assess market potential for the area, infrastructure needs and funding strategies. Our role is focused on a review of the market analysis, as well as leading the financing strategies implementation plan. This role involves a large amount of coordination between the various taxing entities, engineers assessing infrastructure needs, developers and other team members. Deliverables included a nearly 200-page written report and Excel spreadsheet model that allows for sensitivity testing of fiscal impacts including revenues and expenses associated with the project.

Saratoga Springs Sustainable Financial Model

ZPFI created a financial model that would evaluate the fiscal impacts of a large-scale annexation to the City. The model was designed for sensitivity testing of the risks of annexation based on varying amounts of residential and nonresidential construction, as well as different densities and unit values. The model took into account all revenue sources as well as expenditures and how these expenses might differ with different development types, scale of development, etc.

Nibley City Financial Sustainability Model

ZPFI created a detailed Excel model for Nibley City that is land-use driven and shows the variety of impacts resulting from different types of new development. This model takes into account the direct, as well as indirect impacts associated with growth and new development. It is detailed and thorough and includes a comprehensive fleet analysis as part of the study. As part of this process, meetings were held with City staff and elected employees to discuss the City's vision and policy preferences that would impact the model.

Herriman City Financial Sustainability Model

Consultants at ZPFI worked closely with Herriman City to develop a financial sustainability model for this rapidly-growing City. As part of this engagement, ZPFI identified four different scenarios that involved providing different levels of services to City residents. Therefore, capital needs, and the timing of capital needs, varied depending not only on development patterns but also on desired service levels. This analysis allowed the City to identify priorities and to work toward the City's vision.

Highland City Development Center Fiscal Impacts

ZPFI created a financial model that would allow Highland City to evaluate the fiscal impacts from a proposed mixed-use development known as the "Development Center." The model allowed for varying rates of absorption of the development plan, along with variations in pricing. The purpose of the study was to help the City evaluate the potential risks of this development, including the need for the commercial development to offset the increased costs from the proposed residential development.

Jordan School District Financial Planning Model

Consultants at ZPFI have participated with the JSD on several studies. One included a 10-year capital facility planning and finance study. This study involved a detailed analysis of varying costs due to varying service levels for busing in the District, number of portables, willingness to close schools with declining enrollment, and boundary adjustments v. new school construction.

Orem Comprehensive Fee Study

ZPFI performed a comprehensive fee study for Orem, including a detailed examination of impact fees, planning and engineering fees, building permit fees, library fees and parks and recreation fees.

Saratoga Springs Comprehensive Fee Study

ZPFI has performed a detailed study of all planning and engineering fees in Saratoga Springs, one of the most rapidly-growing communities in the nation. As part of this study, total revenues to the City were evaluated, along with potential swings in revenue depending on levels of development.

Riverdale, South Ogden and Washington Terrace Fire District Consolidation Feasibility Study

ZPFI worked closely with the fire departments of these three cities to evaluate the feasibility of combining fire and EMS services. Various factors, such as the relative number of calls for service, taxable value, demographic characteristics of each community and growth projections formed a vital component of this study. A financial model was prepared that included operating, as well as capital facility costs. The overall goal of the project was to assess financial sustainability under a consolidation scenario.

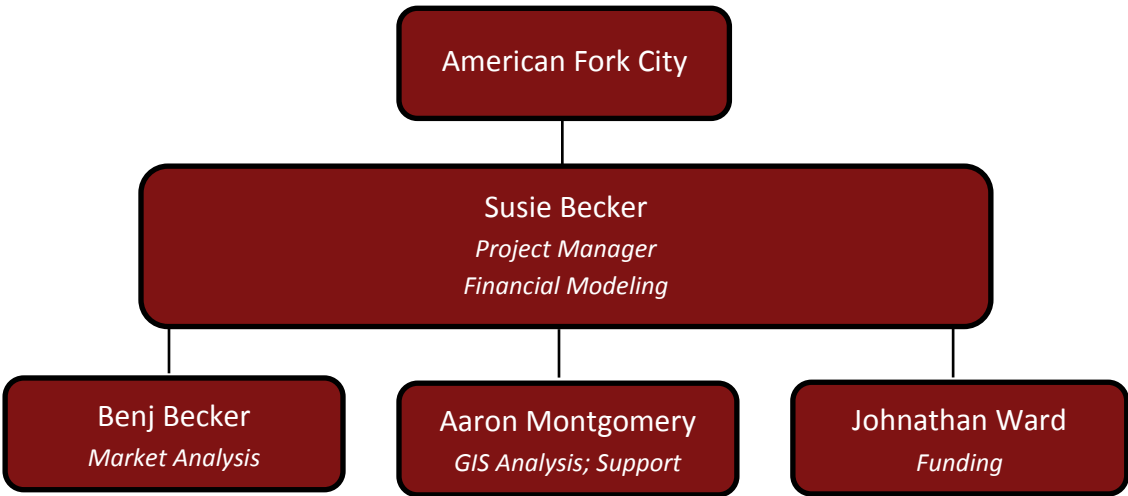
Salt Lake County Municipal Services District Cost-of-Service Study

ZPFI completed a comprehensive cost-of-service study for Salt Lake County that analyzes costs incurred and fees to be charged by the Municipal Services District. These fees include animal services, planning and development, public works operations, engineering, economic development and communications. All fees were thoroughly analyzed for direct costs, as well as the indirect costs associated with each fee. Fees include not only labor costs, but also proportionate share of equipment usage and actual supplies used.

In addition, Zions has had extensive experience with annexation and incorporation feasibility studies – studies that require detailed financial modeling in order to ascertain the financial impacts of these types of events.

E. Personnel

Key personnel involved with this project will be Benj Becker, Johnathan Ward and Susie Becker. Resumes for key personnel are attached at the end of this Proposal.



Designated Contact:
Susie Becker
One South Main Street, 18th Floor
Salt Lake City UT 84133
801-844-8310
Susan.Becker@ZionsBank.com



Education

Master of Business Administration, University of Utah
MBA Ace and Dean's Scholar
Bachelor of Arts, Humanities,
Brigham Young University
Registered Securities Representative, Series 50 and 52

Public Service and Affiliations

Municipal Securities Registered Representative
American Institute of Certified Planners (AICP)
University of Utah Business School Alumni
Association Board of Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance
Utah League of Cities and Towns,
Land Use Task Force
WFRC Economic Development

Selected Presentations

"Downtown Revitalization," Utah League of Cities and Towns
"Basics of Market Analysis," Main Street Annual Conferences
"Weathering the Economic Storm," Utah League of Cities and Towns
"Redevelopment in Utah," Utah County and Davis County Economic Alliance
"The Marriage of CDAs and SAA's," Utah League of Cities and towns
"Downtown Revitalization and Economic Development," University of Utah School of Architecture
"Economics and Planning," Utah League of Cities and Towns
"Economic Development Policies and Practices," Governor's Economic Task Force and Utah Economic Alliance
"Fiscal Impacts of Centers," Envision Utah Quality Communities Academy

Susan C. Becker, AICP

Vice President

Zions Public Finance, Inc.
Municipal Consulting Group

For the past 25 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region. Susie is currently working with a large-scale (900 acres) business park development for Tooele County. She has worked on a wide range of community reinvestment ("redevelopment") project areas, ranging from one of the largest in the State of Utah - for the town of Vineyard (former Geneva Steel Site) , to the Northwest Quadrant, to urban downtown project areas in Murray, to rural areas. Susie has testified before the Governor's Legislative Task Force on economic policies and procedures in Utah and led a team that wrote and was awarded a \$5 million HUD sustainability grant for a consortium of government entities along the Wasatch Front including UDOT, UTA, Envision Utah, Salt Lake City, Salt Lake County, the University of Utah and others.

- Mesa, AZ Blight Study and Redevelopment Plan
- Edgemont, Westchester County, NY Incorporation
- UDOT Project Prioritization, State of Utah
- UTA Provo/Orem BRT TOD Study
- Clearfield City Culinary Water, Sewer and Storm Rate Impact Fees and User Rates
- Saratoga Springs Fiscal Sustainability Model
- Salt Lake County MSD Fiscal Sustainability Model
- Holladay City Cottonwood Mall Fiscal Impacts Model
- Highland City Development Center Fiscal Impacts Model
- Mesa, AZ Southwest Redevelopment Area Plan
- Syracuse Impact Fees
- Herriman Impact Fees
- Layton Park and Transportation Impact Fees
- Orem City Development and Impact Fees
- Provo City Impact Fees
- Saratoga Springs Development Fees
- Pleasant View Culinary Water Impact Fees and Rates
- South Weber Culinary Water and Sewer Impact Fees and User Rates
- North Salt Lake Culinary Water and PI User Rates
- Eagle Mountain General Plan
- Salt Lake County Municipal Services District Feasibility
- Salt Lake City Northwest Quadrant CRA Benefits Analysis
- South Jordan City Redwood Road Corridor Market Study
- Cottonwood Heights Fort Unit Corridor & Gravel Pits
- Hundreds of Impact Fee Analyses and Capital Facility Plans
- Point of Mountain Financial Model
- Numerous Annual Reports for Redevelopment Agencies



Education

Bachelor of Arts, Brigham Young University

Certified Commercial Appraiser, MAI

Public Service and Affiliations

National Appraisal Institute

Volunteer Distinction Award for the Western United States from the National Appraisal Institute

Recipient of the Strauss Scholarship

Created the Northern California Real Estate Podcast

Chair of Silicon Valley Branch of the Appraisal Institute

Founded Project Reach Out (PRO) – the single largest charity for orphanages in Ukraine

National Olympic Committee Chair for the Salt Lake City Winter Olympics – translated and interpreted for over 75 Ukrainian athletes and 30 diplomats

Presentations

Utah APA - "Working with the Development Community"

San Francisco - Appraisal Conference "Green Construction and its Impact on Valuation"

Benjamin R. Becker, MAI

Vice President

Zions Public Finance, Inc.

Municipal Consulting Group

For the past 15 years, Benj has specialized in real estate consulting and advisory services. He previously was involved with more than \$7.0 billion in transactions of commercial real estate in the San Francisco Bay Area, and has worked in the past five years on numerous projects in the intermountain region. His expertise includes in-depth consulting for highest and best use analyses, development feasibility studies, rent arbitrations, partial interest concerns, value-add of transportation, and land use planning issues.

While in San Francisco, Benj had the opportunity to work on several prospective developments with significant impact to local and regional economies, including the potential California high-speed rail line, a substantial land holding on the Coast in an environmentally-sensitive area, and several existing and proposed high-rise office and residential buildings for downtown San Francisco. Clients included Stanford University, RREEF, Boston Properties, Bank of America, and JP Morgan, as well as various law firms, accountants, and private developers.

Benj also has extensive experience with office, retail, multi-family residential, industrial, biotechnology and senior housing uses, including numerous projects in the State of Utah. Benj has "on-the-ground" experience with making development happen and has built strong and cooperative relationships with a multitude of developers and brokers along the Wasatch Front. A sample of projects completed in Utah include:

- BRT TOD Provo/Orem Market Study
- Syracuse Antelope Drive Corridor Market Study
- South Jordan Redwood Road Corridor Study
- Cottonwood Heights Gravel Pits Market Analysis
- Park City Prospector Square Market Analysis
- Tooele County Larry Miller Motorsports Park Economic Impacts Analysis
- Taylorsville 5400 South Market Valuation
- UTA Airport Funding Options
- UTA South Jordan Parcel Valuation
- Wasatch County North Summit Market and CDA Analysis
- Alta Commercial Core Master Plan
- Vineyard Towne Center Market Analysis
- Anderson Development Geneva Road Market Study
- Salt Lake County Kearns Market Analysis and CDA
- Salt Lake County Master Plan 2300 E 3300 S
- Herriman Business Center/Wasatch Consulting
- Clearfield Market Analysis
- Eagle Mountain Property Valuation
- American Fork Meadows Crossing Economic Impacts
- SEUDD Carbon and Emery Counties Workforce/Employment Study
- Draper Open Space Plan



Education

MPA, Brigham Young University
BA, Brigham Young University

Licenses

Municipal Securities Registered Representative
and Principal (Series 52/Series 53)
Municipal Advisor Representative (Series 50)

Johnathan Ward

Vice President

Zions Public Finance, Inc.

Mr. Ward is a licensed municipal securities representative and principal with 18 years of municipal finance experience throughout Utah and Idaho covering a wide variety of municipal needs including water, sewer, power, roads, municipal facilities, hospitals, development and more. His work includes extensive analysis and modeling for enterprise systems owned and operated by municipalities.

Over the last decade, he has been the lead banker on and successfully completed over 316 municipal financings with a total par amount of \$2.8 billion. Mr. Ward is the lead financial advisor to a wide variety of local governments including Clearfield, Herriman, Lehi, Pleasant Grove, Saratoga Springs, and a host of other cities; Davis and Weber Counties; Davis, Jordan, and Provo School Districts; and utility districts such as the Metropolitan Water District of Salt Lake & Sandy.

Mr. Ward developed and used for financing the economic development “Credit Line” allowing Taylorsville, Utah to draw down up to \$10 million of tax-exempt or taxable proceeds for various project throughout the community.

To facilitate the development of property for future housing projects, Mr. Ward financed the acquisition of property in Farmington, Utah. Because housing was the intended purpose, but ultimately could change, the bonds were issued with flexible call features allowing the RDA to prepay the debt were they to sell the land and use it for other purposes.

Mr. Ward is an MPA graduate from the Marriott School of Management at Brigham Young University, where he also works at times as an Adjunct Professor of public finance, instructing graduate students from both the public and business administration programs.

**Education**

Bachelor of Science, Finance,
Utah State University
Bachelor of Science, Economics,
Utah State University

Aaron C Montgomery**Financial Analyst**

Zions Public Finance, Inc.

Municipal Consulting Group

During his time with ZPFI, Aaron has specialized in real estate advisory, economic analysis, and utility rate and business licensing fee studies. He also provides in-depth geographic analysis through utilizing his skills in GIS to provide detailed examination of project areas and comprehensive research of the information within project boundaries. Aaron prepares concise reports and presentations which effectively convey findings and recommendations.

In his past projects, Aaron has demonstrated that he has the ability to apply his knowledge of GIS to uncover additional trends which were applicable to the scope of the report. He has also proved his ability to utilize GIS tools to create maps that not only present relevant data, but are also visually appealing to the recipient.

A sample of projects in Utah include:

- Orem City Fee Study
- Mountainland Association of Governments Comprehensive Economic Development Strategy Update 2018
- Draper Housing Plan
- Alcoholic Beverage Control 2018 Master Plan Update
- Millard County Landfill Study
- Syracuse Antelope Drive Corridor Market Study
- Marriott-Slaterville Business Licensing Fee Study
- Taylorsville 5400 South Market Valuation
- Clearfield Market Analysis
- American Fork Meadows Crossing Economic Impacts
- Snyderville Basin Special Recreation District Needs Assessment



Education

Bachelor of Social Work, Brigham Young University-Idaho

Relevant Experience

- Bear River Water Conservancy District, Impact Fee Analysis and User Rate Analysis
- Herriman City, Capital Facilities Finance Plan, Water Impact Fee Analysis
- Highland City, City-wide Impact Fee Analyses and User Rate Analyses
- Lehi City, City-wide Impact Fee Analyses
- Park City, Parks IFFP and Impact Fee Analysis, Police IFFP and Impact Fee Analysis, Water Impact Fee Analysis
- Riverton City, Water, Sewer, and Roads Impact Fee Analysis

Megan Weber

Financial Analyst

Zions Public Finance, Inc.
Municipal Consulting Group

Ms. Weber joined the Zions Bank Public Finance Municipal Consulting Group in 2011. Ms. Weber has experience with Impact Fee and User Rate Analyses for water, secondary water, sewer, electric public safety, parks & recreation and storm systems as well as Impact Fee Facilities Plans (IFFPs) for public safety and parks & recreation. Ms. Weber's primary focus is financial analysis, report writing, presentation preparation, and familiarity with the Utah Impact Fee Act in order to ensure all Impact Fee Analyses and IFFPs completed by our team are done so in accordance with the Act.

In her free time Ms. Weber volunteers with the American Water Works Association Intermountain Section Water for People committee.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the Communities that Care program.

SUMMARY RECOMMENDATION

Staff would recommend moving forward with the Communities that Care program.

BACKGROUND

Communities that Care is a data-driven community prevention program to address violence, alcohol, drug and tobacco related problems, primarily for the youth. It has been proven successful in several communities in Utah and Nationwide.

This proposal calls for the hiring of a part-time program coordinator. It is anticipated that funding assistance will be provided by the Utah County Health Department for the first year.

BUDGET IMPACT

Unknown at this time.

SUGGESTED MOTION

I move to approve going forward with the Communities that Care program.

SUPPORTING DOCUMENTS

What_is_CTC_0414 (PDF)

CTC Brochure 2014_FINAL (PDF)



What is Communities That Care?

QUICK FACTS

COMMUNITIES THAT CARE (CTC) GUIDING PRINCIPLES

- **Locally owned and operated.** A local collaborative makes decisions from local data to address priority needs.
- **Data driven and outcome-focused.** Community-specific data are used to set goals, measure progress, and adjust as needed.
- **Addresses the underlying causes** (risk and protective factors) of youth health and behavior problems.
- **Uses proven programs matched to local priorities** selected from local data.
- **Cost effective**, returning \$5.30 for each dollar invested.

KEY YOUTH OUTCOMES

A randomized controlled trial of CTC in 24 communities showed that, by Grade 8, youth in CTC communities fared significantly better than youth from control communities:

- **33% less likely to start smoking cigarettes**
- **32% less likely to start drinking**
- **25% less likely to start engaging in delinquent behavior**
- **23% less likely to drink alcohol currently**
- **37% less likely to “binge” drink (5 or more drinks in a row)**
- **Committed 31% fewer different delinquent acts in past year.**

Results on initiation of alcohol, tobacco, violence and delinquency were sustained through Grade 12 -- 8 years after beginning CTC and 3 years after study support to communities ended.

Communities That Care is a community-based prevention system proven to reduce youth health and behavior problems community wide.

Based on the premise that communities are unique, CTC helps local coalitions develop community-specific prevention plans based on their unique levels of behavioral health problems and risk and protective factors.

Community choice of proven prevention interventions helps ensure local ownership, as does the series of CTC workshops that build coalition members' skills to implement CTC and achieve their vision of healthy youth development.

Proven effective

CTC has been tested in an experimental trial and a state-wide replication, and found effective both in **mobilizing communities** to take concerted action for preventing youth health and behavior problems, and in **reducing those problem behaviors community wide**.

Structured for productive collaboration and collective impact

CTC's 5-phase process provides communities with a step-by-step guide and tools for building a high functioning community prevention coalition to achieve collective impact.

CTC coalitions participate in a series of joint trainings where all members learn and apply prevention science principles to guide the assessment, decision making, and program implementation process.

Fosters a culture of reflective practice

The focus on using local data to select programs, and then to track the impact of those programs over time, increases the community's ability to monitor their progress -- leading to community-owned evaluation and continued improvement.

CTC's



Springville



EAGLE
MOUNTAIN

&

SARATOGA SPRINGS

What people are saying about CTC:

"Communities That Care empowers communities to use the advances of prevention science to achieve better behavioral health outcomes for young people."

- Nora Volkow, Director
National Institute on Drug Abuse (NIDA)

"Communities That Care returns \$5.30 per dollar invested by preventing youth tobacco use and delinquency."

- Social Development Research Group
University of Washington



Want to Participate?

Utah County Dept. of Drug & Alcohol
Prevention & Treatment

151 S. University Avenue
Provo UT 84601 Suite 3200

801-851-7127



5.5.b

**communities
that care**

An Evidence-Based Prevention Model

A community approach to promoting
youth development and preventing
substance abuse

**Strong Communities
Successful Kids**



Packet Pg. 87

Attachment: CTC Brochure 2014_FINAL (Communities that Care)

WHY CTC?

Communities That Care (CTC) is a local coalition-based system that uses a public health approach to prevent community problems such as violence, delinquency, school drop-out, and substance abuse.

Big Picture



Protective Factors



Risk Factors

CTC is a proven prevention system that focuses on strengthening protective factors that buffer young people from problem behaviors and reducing risk factors that may increase the likelihood that a young person will engage in problem behaviors.

CTC Phases

Communities That Care guides communities through a proven five-phase change process.



Using prevention science as its base, CTC promotes healthy youth development, improves youth outcomes, and reduces problem behaviors.

Results

5.5.b

The Community Youth Development Study reports youths from CTC communities were 25% to 33% less likely to have health and behavior problems than youths from control communities.

25%
Less likely to have initiated delinquent behavior

32%
Less likely to have initiated the use of alcohol

Attachment: CTC Brochure 2014_FINAL (Communities that Care)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the AF21 Annexation consisting of 19.20 acres at 850 West 500 South including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the Transit Oriented Development (TOD) zone.

SUMMARY RECOMMENDATION

Staff would recommend approval of the annexation.

BACKGROUND

The notice of intent to annexation this property was approved at the October 9, 2018, city council agenda. The annexation was started at the request of Pamela Holindrake, Russell Holindrake, and Kim Holindrake. The property has since been sold and is now owned by AF21, LLC.

The annexation agreement was approved by the City Council on January 8, 2019, and all required attachments have been provided and this annexation is now ready for adoption.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to approve the AF21 Annexation consisting of 19.20 acres at 850 West 500 South including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the Transit Oriented Development zone.

SUPPORTING DOCUMENTS

AF21 Annexation Ordinance (PDF)

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. That the following described real property be, and the same is hereby annexed to American Fork City, Utah, the corporate limits of said city are hereby extended to include said described property, and said property is hereby declared to be part of American Fork City and shall henceforth be subject to all of the ordinances and regulations thereof, and that the description of the boundaries of American Fork City as set forth in Section 1.12.010 of the revised ordinances be amended to include the following described property to-wit:

ORDINANCE NO. _____

**AF21 ANNEXATION
(850 WEST 500 SOUTH)
SEE ATTACHMENT 'A'**

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Transit Oriented Development (TOD) Zone and subject to the terms and conditions of the AF21 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 12 day of February, 2019.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
County of Utah

I, Terilyn Lurker, City Recorder of American Fork City, Utah, do hereby certify the above and foregoing to be a full, true and correct copy of an ordinance amending Section 1.12.010 of the revised ordinances of American Fork City 1985, Amended, annexing certain properties to American Fork and establishing zoning classification for said property. In witness whereof, I hereunto set my hand and affix the corporate seal of American Fork, Utah this 12 day of February, 2019.

Terilyn Lurker, City Recorder

Attachment: AF21 Annexation Ordinance (AF21 Annexation - Ordinance of Adoption)

ATTACHMENT "A"

SURVEYOR'S CERTIFICATE

I, _____ DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD
 CERTIFICATE NUMBER _____ IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AMENDED. I
 FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO
 AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N00°01'56"E 935.73 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP
 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE WEST 370.93 FEET;

THENCE SOUTH 00°00'09" WEST 301.88 FEET;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING COURSE:

1) NORTH 89°01'56" WEST 179.18 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,

THENCE NORTH 36°43'18" WEST 22.23 FEET;

THENCE NORTH 01°08'01" EAST 582.60 FEET;

THENCE EAST 38.82 FEET;

THENCE NORTH 00°00'28" EAST 1335.09 FEET;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING COURSE:

1) SOUTH 89°22'15" EAST 510.34 FEET ALONG THE 7750 NORTH ANNEXATION,

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE (3) COURSES:

1) SOUTH 01°00'42" WEST 454.84 FEET ALONG THE HOLINDRAKE AND BIRD ANNEXATION,

2) SOUTH 01°30'57" WEST 369.82 FEET ALONG THE HOLINDRAKE AND BIRD ANNEXATION, AND

3) SOUTH 89°05'07" EAST 27.24 FEET ALONG THE HOLINDRAKE AND BIRD ANNEXATION

THENCE SOUTH 00°00'06" EAST 651.40 FEET;

THENCE WEST 6.69 FEET;

THENCE SOUTH 154.64 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING: 903,288 SF OR 20.74 ACRES.

BASIS OF BEARING: NORTH 89°52'20" EAST ALONG THE SECTION LINE BETWEEN THE SOUTHEAST AND SOUTH QUARTER
 CORNER OF SAID SECTION.

 SURVEYOR

 DATE

ACCEPTANCE BY LEGISLATIVE BODY

Attachment: AF21 Annexation Ordinance (AF21 Annexation - Ordinance of Adoption)

ANNEXATION AGREEMENT (*AF21 Annexation*)

This Agreement, made and entered into this ____ day of _____, 20__, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and AF 21, LLC, a Utah Limited Liability Company, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of a parcel of privately-owned real property constituting the entirety of the *AF21 Annexation*, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 1), together with an Annexation Area map (Attachment 2) prepared by the Applicants showing the real property proposed for annexation (hereafter referred to as "Annexation Area").

WHEREAS, the Annexation Area constitutes a portion of an existing island, as defined by Utah State law; and

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2018-10-36R indicating its intent to annex the entire Annexation Area. Further, 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) execute this Agreement and enact an ordinance of annexation relating thereto, 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 and any other conditions required prior to annexation.

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: 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.

SECTION 2 - Annexation a benefit to Applicants: Applicants and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants 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 under the terms of the City's Development Code and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicants: Applicants hereby affirm that they are the current owners of at least 75% of the Annexation Area and have complete authority to enter into this Agreement and bind the Annexation Area hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as "Transit Oriented Development". Therefore, the zone classification attached to the parcel shall be TOD (Transit Oriented Development). A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed. The City's Transportation Element of the General Plan provides for the development of 900 West as a neighborhood collector and the development of 350 South as a neighborhood collector. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for these thoroughfares in the location shown on the plat prepared by the Applicant and approved by the City (Attachment 4). Applicants shall have no obligation to construct any right-of-way improvements unless and until any improvement or development occurs on the parcel adjacent to the right-of-way, or as otherwise required by City Code, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

SECTION 6 - Conveyance of Water Right: Applicant acknowledges that the dedication of water rights is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicant has a sufficient basis to delay the time of conveyance of water rights until the time of development in accordance with City Code Section 17.1.400(C). A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicants acknowledge that it is their 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. Such piping shall be completed prior to or in concurrence with the development of the parcel and in compliance with City Code Section

17.8.303 – Plan to identify and accommodate natural constraints to development.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicants agree 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 right-of-way to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge 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: Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

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 Applicants, to AF21, LLC.

SECTION 12 - 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.

SECTION 13 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns, and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court costs in addition to other lawful damages resulting therefrom.

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

Applicants names

AF 21 LLC,
a Utah limited liability company

MAYOR



Applicants signatures

Darwin Fielding, President

ATTEST:

City Recorder

LIST OF ATTACHMENTS

Attachment 1	Request to Initiate Annexation of Land of Within an Island or Peninsula
Attachment 2	Annexation Area Map
Attachment 3	Zone Classification Map
Attachment 4	Annexation Plat
Attachment 5	Water Delay Agreement

Attachment 1
Exhibit "A"

5.6.a

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: _____

We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418(1)(a)(ii) of the Utah State Code.

We hereby further acknowledge and affirm as follows:

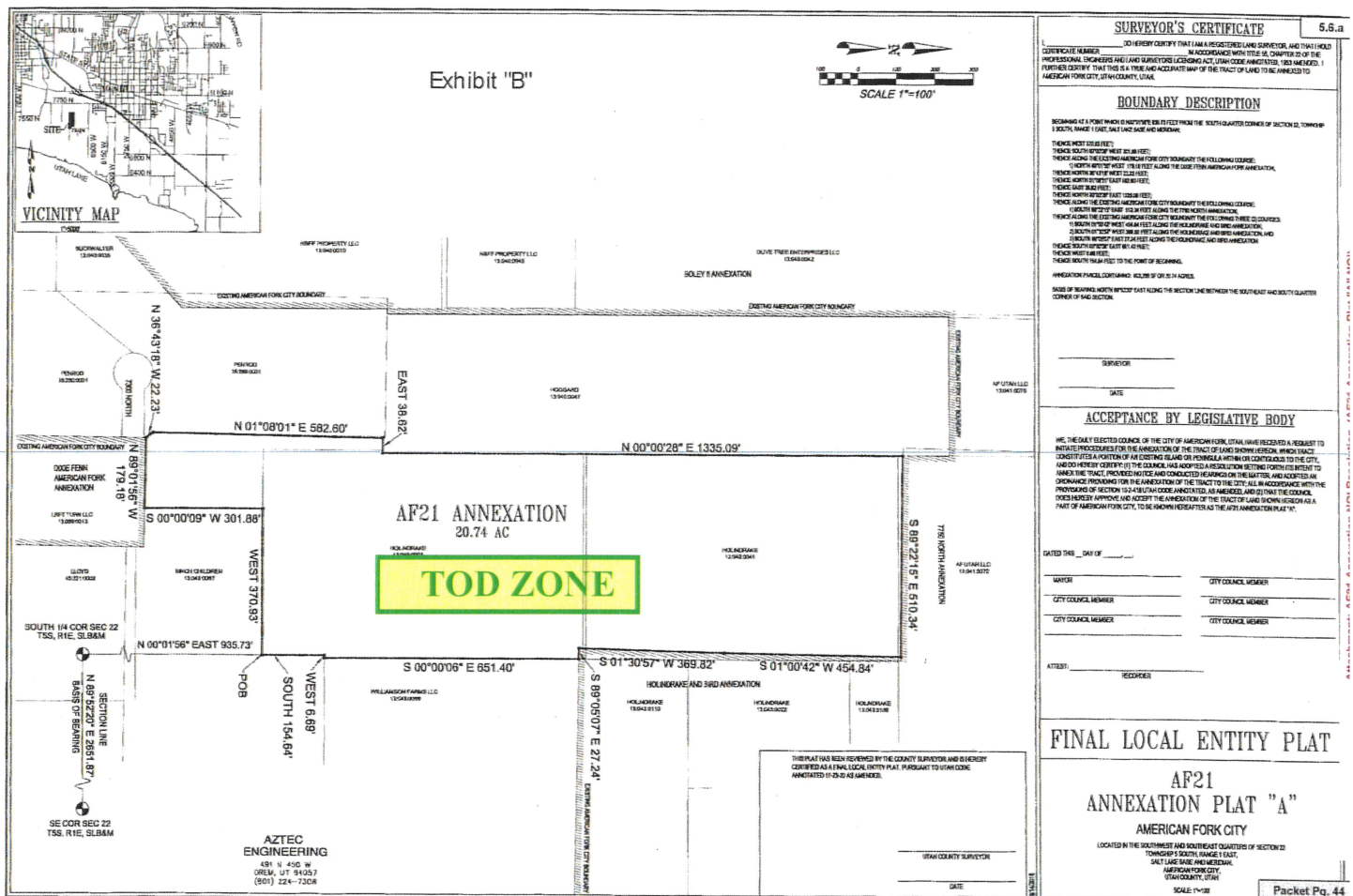
- A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
B. The municipality has provided one or more municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
13-040-0001	PAMELA HOLINDRAKE	<i>Pamela Holindrake</i> dotloop verified 07/26/18 5:22PM EDT IIXK-NWRE-JQ7-HSTI
13-040-0041	PAMELA HOLINDRAKE	<i>Pamela Holindrake</i> dotloop verified 07/26/18 5:22PM EDT HJLZ-8KHV-00FL-GSEX
13-040-0001	RUSSELL V. HOLINDRAKE	<i>Russell V. Holindrake</i> dotloop verified 07/27/18 12:39PM EDT M7HF-YLP1-DBIH-AOLN
13-040-0041	RUSSELL V. HOLINDRAKE	<i>Russell V. Holindrake</i> dotloop verified 07/27/18 12:39PM EDT LTWG-9EGM-IPR9-NVZI
13-040-0001	KIM E. HOLINDRAKE	<i>Russell V. Holindrake</i> dotloop verified 07/27/18 12:39PM EDT CKP5-OWD5-00NT-MWUJ
13-040-0041	KIM E. HOLINDRAKE	<i>Russell V. Holindrake</i> dotloop verified 07/27/18 12:39PM EDT ZTET-I24W-VTUX-ADXF

Attachment: AF21 Annexation NOI Resolution (AF21 Annexation Plat "A" NOI)

Attachment: AF21 Annexation Ordinance (AF21 Annexation - Ordinance of Adoption)

Attachment 3



ATTACHMENT 5

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 AF 21, 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. 13:040:0041 & 13:040:0001 (“**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]

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: AF21 Annexation Ordinance (AF21 Annexation - Ordinance of Adoption)

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

The above mentioned Parcel Numbers have the following water rights associated with them:

Parcel Number 13:040:0041

Water Right 55-571 (9.62 acre feet)

Water Right 55-1090 (9.62 acre feet)

Water Right 55-12246 (19.24 acre feet)

TOTAL Acre Feet: 38.46

Parcel Number 13:040:0001

Water Right 55-12246 (36.56 acre feet)

TOTAL Acre Feet: 36.56 acre feet

****NOTE:** Willow Glen Townhomes, LLC is the owner on the deed to these water rights. Willow Glen Townhomes will retain all water rights until the water requirement for the Willow Glen townhomes project is met, then all excess water will be deeded to AF21, LLC.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the Vest Annexation consisting of 87.95 acres at approximately 700 South 860 East, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the Planned Community (PC).

SUMMARY RECOMMENDATION

The planning commission recommended approval of the Vest Annexation Agreement as stated in the attached minutes of the January 16, 2019 planning commission meeting. Staff is recommending approval of the annexation.

BACKGROUND

The applicant proposes annexation of parcels with a combined land area of 87.95 acres and is requesting the PC-Planned Community zone. A conceptual land use plan is attached and shows approximately half of the annexation area as mixed use with the remainder being designated as residential and commercial land.

The applicant is requesting that the City Council approve the annexation agreement at the same time as approval of the Ordinance of Annexation. All required annexation agreement attachments have been provided. For further analysis, please refer to the attached annexation agreement, staff report and planning commission minutes.

BUDGET IMPACT

No direct budgetary impact is anticipated as a result of this approval.

SUGGESTED MOTION

I move to approve the Vest Annexation consisting of 87.95 acres at approximately 700 South 860 East, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the Planned Community (PC).

SUPPORTING DOCUMENTS

Ordinance of Annexation (PDF)
2. Staff Report (PDF)
PC Minutes - Vest Annexation (PDF)

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. That the following described real property be, and the same is hereby annexed to American Fork City, Utah, the corporate limits of said city are hereby extended to include said described property, and said property is hereby declared to be part of American Fork City and shall henceforth be subject to all of the ordinances and regulations thereof, and that the description of the boundaries of American Fork City as set forth in Section 1.12.010 of the revised ordinances be amended to include the following described property to-wit:

ORDINANCE NO. _____
VEST ANNEXATION (700 SOUTH 860 EAST)
 SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Planned Community (PC) and subject to the terms and conditions of the Vest Annexation 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 12 day of February, 2019.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
 County of Utah

I, Terilyn Lurker, City Recorder of American Fork City, Utah, do hereby certify the above and foregoing to be a full, true and correct copy of an ordinance amending Section 1.12.010 of the revised ordinances of American Fork City 1985, Amended, annexing certain properties to American Fork and establishing zoning classification for said property. In witness whereof, I hereunto set my hand and affix the corporate seal of American Fork, Utah this 12 day of February, 2019.

Lauralee Hill, Deputy Recorder

Attachment: Ordinance of Annexation (Vest Annexation)

SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Professional Land Surveyor, and that I hold License No.7075114, in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated, 1953 Amended. I further certify that by request of the Owners, I have made a plat of the tract of land shown on this plat and described below, hereafter to be known as Vest Annexation and that the same has been mapped drafted as referenced from county records and related to this map as shown hereon. Furthermore, I acknowledge that deed conflicts via records and possession lines could exist. These findings may not be shown as per this plat, and that those are elements that are a product of platting and the retracing of existing lines of record, that are disclosed or resolved in the finalization of a "Record of Survey". Are hereby acknowledging that this shall be initiated by the owner at time of finalizing this Annexation plat. The purpose of this survey is to locate the boundaries of the described parcel, For the purpose to Initiate Annexation of the described below property.

PROPERTY DESCRIPTION

VEST ANNEXATION PARCEL

Beginning at a point that is located, on the section line of sections 25, 24 and the Easterly Bounds of North Valley Annexation Plat for American Fork city as per Utah County's Annexation Plats of Record; said point lies South 89° 35' 36" East along Section Line a distance of 1,339.41 feet from the North ¼ Corner of Section 25 Township 5 South, Range 1 East, Salt Lake Basin and Meridian;

Thence along said Annexation Plat North 00° 30' 38" East a distance of 59.75 feet, Thence North 89° 27' 34" West a distance of 70.84 feet, Thence South 00° 00' 00" West a distance of 8.81 feet, Thence North 89° 46' 15" West a distance of 756.02 feet, Thence North 00° 28' 28" East a distance of 44.96 feet, to the South Bounds of the Nattera West Annexation Plat; Thence along said plat the following courses: North 00° 37' 46" East a distance of 917.10 feet, Thence South 89° 26' 09" East a distance of 1715.23 feet, Thence South 00° 42' 35" East a distance of 508.28 feet, Thence South 89° 01' 35" East a distance of 277.10 feet, Thence North 00° 55' 39" West a distance of 13.61 feet, Thence South 88° 53' 32" East a distance of 218.34 feet, Thence South 88° 45' 29" East a distance of 177.16 feet, to the southernly Bounds of Pajela "B" Annexation Plat; thence along said plat North 90° 00' 00" East a distance of 225.07 feet to the Easterly bounds of Southwest Annexation Plat For Pleasant Grove City; Thence along said Plat the following courses: South 00° 00' 00" West a distance of 318.12 feet, Thence North 90° 00' 00" West a distance of 3.30 feet, Thence South 00° 05' 06" West a distance of 694.23 feet to the Northerly Bounds of Sager Annexation Plat For Pleasant Grove City; Thence along said plat South 89° 52' 18" West a distance of 808.21 feet to the Bounds of 860 East Street Annexation Plat For American Fork City, Thence along said plat the flowing courses: South 88° 37' 11" West a distance of 40.58 feet, Thence South 00° 20' 06" East a distance of 799.96 feet, Thence North 88° 57' 38" West a distance of 27.34 feet, to said Easterly Bounds of North Valley Annexation plat as described above, thence along said plat the remaining courses: Thence North 03° 13' 04" East a distance of 17.34 feet, Thence North 89° 56' 10" West a distance of 944.21 feet, Thence North 00° 42' 27" East a distance of 1303.97 feet to the point of beginning. Containing 87.95 Acres More or less

Attachment: Ordinance of Annexation (Vest Annexation)

ATTACHMENT "B"

ANNEXATION AGREEMENT
(*Vest Annexation*)

This Agreement, made and entered into this _____ day of _____, 20__, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Steve Young, Millennial Development LLC, (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of parcels of privately-owned real property constituting the entirety of the *Vest Annexation*, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 1), together with an Annexation Area map (Attachment 2) prepared by the Applicant showing the real property proposed for annexation (hereafter referred to as "Annexation Area").

WHEREAS, the Annexation Area constitutes a portion of an existing island, as defined by Utah State law; and

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2018-11-45R indicating its intent to annex the entire Annexation Area. Further, 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) execute this Agreement and enact an ordinance of annexation relating thereto, 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 and any other conditions required prior to annexation.

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: 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.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City is not required to approve 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 under the terms of the City's Development Code and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that they are the current owners of at least 75% of the Annexation Area and have complete authority to enter into this Agreement and bind the Annexation Area hereto.

SECTION 4 - Compatibility with Land Use Plan, Initial Zone Classification and Build-Out Percentage Requirement: The Land Use Element of the General Plan shows the Annexation Area classified as "Planned Community". Applicant intends to develop the

Annexation Area as a mixed-use project, utilizing a provision in the Development Code allowing for no maximum number of dwelling units for such projects. Parties will use a ratio requiring 100 sf of commercial for every 1 unit of residential and will use the Concept Design (Attachment 4) to estimate initial residential units and commercial footages. At the listed residential completion benchmarks, the City requires the following commercial build-out percentages to be under construction:

<u>Residential Benchmarks</u>	<u>Minimum Commercial Buildout</u>
Benchmark 1: 25% complete	10% under construction
Benchmark 2: 50% complete	20% under construction
Benchmark 3: 75% complete	30% under construction
Benchmark 4: 100% complete	75% under construction

Additionally, within 10 years following the completion of 50% of the residential dwelling units, all commercial units shall be constructed.

The zone classification attached to the parcels shall be PC (Planned Community). A map illustrating this zone classification, along with a concept design for development of the Annexation Area, have been prepared and are made part of this agreement (Attachments 3 and 4).

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

The City's Transportation Element of the General Plan provides for the development of 740 East, 860 East, and Quality Drive (700 South) as a Collector and the development of 620 South as an Arterial. As a condition of annexation, Applicant hereby agrees to convey to the City any right-of-way necessary for these thoroughfares in the location shown on the plat prepared by the Applicant and approved by the City (Attachment 5). Applicant shall have no obligation to construct any right-of-way improvements unless and until any improvement or development occurs on the parcels adjacent to the right-of-way, or as otherwise required by City Code, subject to the provisions as outlined in the American Fork City Development Code

Section 17.5.126 (Minimum Level of Improvements Required).

SECTION 6 - Conveyance of Water Right: Applicant acknowledges that the dedication of water rights needed to service the development is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicant has a sufficient basis to delay the time of conveyance of water rights until the time of development in accordance with City Code Section 17.1.400(C). A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 6.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is their 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. Such piping shall be completed prior to or in concurrence with the development of the parcel and in compliance with City Code Section 17.8.303 – Plan to identify and accommodate natural constraints to development.

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 right-of-way to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required 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 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- Agricultural Transition: In relation to transitional agricultural use of the Vest Annexation Lands as project development occurs, Parties agree to the following:

- A. Continuing farming operations shall be allowed on each part of the 87 acres until such part is changed to non-ag use. A Phasing Plan, illustrating timing of development of Annexation Area, shall be submitted. Continued farming operations shall be allowed per said Phasing Plan; termination of farming operations in each phase occurring upon commencement of development.
- B. Continued irrigation for such farming operations shall be allowed. Applicants may be required to plug and abandon wells currently in use as part of oncoming water agreements with the City.
- C. Also in connection with continuing farming operations, one or more Agricultural Pole Barns with no utility hookups may be placed at appropriate location(s) on the annexation parcels, and may be maintained for as long as the farming operations continue.
- D. The right to raise and sell pumpkins annually shall be maintained until such a time as the land is changed to non-ag use.

SECTION 11 - Default: Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

SECTION 12 - 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 Steve Young, 1201 Country Ridge Drive, So. Jordan, Utah 84095

SECTION 13 - 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.

SECTION 14 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns, and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court costs in addition to other lawful damages resulting therefrom.

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

<i>Applicant name</i>		MAYOR
<i>Applicant signature</i>		ATTEST:
		City Recorder

LIST OF ATTACHMENTS

Attachment 1	Request to Initiate Annexation of Land of Within an Island or Peninsula
Attachment 2	Annexation Area Map
Attachment 3	Zone Classification Map
Attachment 4	Concept Plan
Attachment 5	Annexation Plat
Attachment 6	Water Delay Agreement



November 1, 2018

REQUEST TO INITIATE ANNEXATION

American Fork City,

Millennial Development LLC, respectfully requests American Fork City to annex 89.68 acres of land that is presently located in Utah County, located at 860 East & 700 West on the border of American Fork and Pleasant Grove, at its earliest convenience.

We have included an annexation site map, legal description and ownership information as shown on the Utah County records, of the property in this request.

We have also included the fee of \$1,250.00 to American Fork City and the \$125.00 fee made payable to Utah County Surveyor. (review fee)

If you have any questions, please feel free to contact me at (801)706-7980.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Young", written in a cursive style.

Steve Young

Senior Partner



Nov 14, 2019
Date

Nov 14, 2018
Date

Nov 14, 2018
Date

12/28/2018
Date

12/28/2018
Date

12/28/2018
Date

Date

Its: Manager

The Vest Management Limited Partnership
a Utah limited partnership

By its General Partner
The FMV Limited Liability Company

By: [Signature]
Kurt V. Vest
Its: Manager

CUL8R50, LLC
a Utah limited liability company

By: _____
Kimberly V. Hawkins
Its: Manager

The Trust for Larry E. Vest

By: [Signature]
Larry E. Vest
Its: Co-Trustee

By: [Signature]
Kurt V. Vest
Its: Co-Trustee

DocuSigned by:
[Signature]
3CA9AB86C686460
Kevin W. Vest

DocuSigned by:
[Signature]
76534F328861128K
Derrill K. Vest

Jeffery Sorenson

Lori Curtis

Date

Amanda Braithwaite

Date

Travis Sorenson

Kurt V. Vest Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By:

Kurt V. Vest

Its: Trustee

By:

Kevin W. Vest

Its: Trustee

Kevin W. Vest Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By:

Kurt V. Vest

Its: Trustee

By:

Kevin W. Vest

Its: Trustee

Derrill K. Vest Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By:

Kurt V. Vest

NOV. 14, 2018

Date

Date

NOV. 14, 2018

Date

Date

NOV. 14, 2018

Date

1/4/2019

Date



Amanda Braithwaite

1/4/2019

Date



Travis Sorenson

Kurt V. Vest Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By: 

Kurt V. Vest

Its: Trustee

By: _____

Kevin W. Vest

Its: Trustee

Kevin W. Vest Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By: 

Kurt V. Vest

Its: Trustee

By: _____

Kevin W. Vest

Its: Trustee

Derrill K. Vest Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By: 

Kurt V. Vest

Attachment: Ordinance of Annexation (Vest Annexation)

Date

Nov. 14, 2018

Date

Date

Its: Trustee

By: _____
Kevin W. Vest

Its: Trustee

Denise V. Sorenson Trust created under the
Agreement Creating Trusts for the Children
of Floyd K. Vest & Marcia W. Vest dated
December 29, 1998

By: _____
Kurt V. Vest

Its: Trustee

By: _____
Kevin W. Vest

Its: Trustee

Attachment: Ordinance of Annexation (Vest Annexation)

KW
11/16/18
JEF

EXHIBIT A

Legal Description of the LandAssessor's Parcel Number 13-059-0044

Commencing North 700.463 feet and West 422.698 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence West 1724.065 feet to a point in a fence line; thence South 0 Degrees 37'40" West along a fence line 335.961 feet; thence East 1508.818 feet; thence North 0 Degrees 45'0" West 209.22 feet; thence East 219.644 Feet; thence North 0 Degrees 54'51" East 126.755 feet more or less to the place of beginning.

TOGETHER WITH water rights filed with the Utah State Engineer's Office identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139.

Assessor's Parcel Number 13-05-0043

Beginning at a fence corner on the West line of 860 East street, American Fork City, said point being North 0 deg 15'27" West 1009.34 feet along the section line and West 423.09 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 deg 26'08" West along a fence line 1715.65 feet to a fence corner; thence 0 deg 37'48" West along a fence line 325.788 feet; thence East 1724.065 feet; thence North 0 deg 54'51" West 308.906 feet to the point of beginning.

Assessor's Parcel Number 13-059-0066

Commencing North 511.91 Ft and West 349.8 Ft from the Southeast corner of Section 24, T5S, R1E, SLB&M; thence South 89 Degrees 21'48" East 150.01 Ft, thence South 206.66 Ft, thence West 150 Ft; thence North 208.33 Ft, to the place of beginning. Approximately 0.71 acres.

Together with all water rights filed with the Utah State Engineers Office, including those identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139, as they may apply.

Assessor's Parcel Number 13-062-0076

COM S 2.87 CH FR NE COR. SEC. 25, T5S, R1E, SLB&M.; W 5.3 CH; S 323.04 FT; N 89 DEG 52'18" E 818.33 FT; N 0 DEG 47'6" E 195.46 FT ALONG A FENCE; N 89 DEG 22'29" E 16.83 FT; N 0 DEG 47'6" E 74.05 FT; N 0 DEG 39'6" W 51.55 FT; W 488.47 FT TO BEG. AREA 6.112 AC.

Assessor's Parcel Number 13-062-0077

COM S 2.87 CH FR NE COR. SEC. 25, T5S, R1E, SLB&M.; E 488.47 FT; N 0 DEG 39'6" W 685.63 FT; N 36 DEG 26'7" W 9.22 FT; W 628.44 FT; N 6.14 FT; N 89 DEG 21'49" W 46.56 FT; S 206.66 FT; W 150 FT; S 493 FT; E 349.8 FT TO BEG. AREA 12.584 AC.

Assessor's Parcel Number 13-059-0005

BEGINNING 6.35 chains West, and 35.76 chains South from East ¼ Cor. to Sec. 24, T-5-S, R-1-E, from Salt Lake Base and Meridian;

THENCE West 25.28 chains; Thence South 3.77 chains; Thence East 25.33 chains; Thence N-0°45'-W 3.77 chains more or less to place of beginning. Together with all water rights appurtenant thereto. The above description is subject to a 12' wide by 60 rods long right of way beginning at the S.E. Corner and running West from there; given to Thos Singleton.

ALSO BEGINNING at a point which is West 31.63 chains, and South 25.05 chains from the East ¼ Corner to Sec. 24, T-5-S, R-1-E from the Salt Lake Base and Meridian:

THENCE South 10.71 chains; Thence East 25.28 chains; Thence N-0°45'-W 10.71 chains more or less to a point East of beginning; Thence West 25.14 chains to the place of beginning. Containing 27 acres more or less. Together with all water rights thereinto belonging.

EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:

Parcel 1

Commencing 31.63 chains West and 25.05 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 4.70 chains, thence East 25.20 chains more or less to the East property line of Grantors; thence North 0°45' West along the East property 4.70 chains more or less to the North property line of Grantors; thence West 25.14 chains to the place of beginning, and containing an area of about 11.84 acres more or less. Property Serial No.: 13:059:0023:214

ALSO

Parcel 2

Commencing 31.63 chains West and 34.84 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South .92 chains to the South property line of Grantors, thence East 25.28 chains along the south property line of Grantors to the East property line of Grantors, thence North 0°45' West along the East property line of Grantors .92 chains, thence West 25.26 chains more or less, to the place of beginning, and containing an area of about 2.31 acres more or less. Property Serial No.: 13:059:0024:114

ALSO

Parcel 3

Commencing 6.35 chains West and 35.76 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence West 25.28 chains, thence South 3.77 chains, thence East 25.33 chains, thence North 45' West 3.77 chains along the East property line to the place of beginning, containing an area of 9.86 acres more or less. Property Serial No.: 13:059:0025:114

ALSO

BEGINNING 6.35 chains West, and 35.76 chains South from East ¼ Cor. to Sec. 24, T-5-S, R-1-E, from Salt Lake Base and Meridian;

THENCE West 25.28 chains; Thence South 3.77 chains; Thence East 25.33 chains; Thence N-0°45'-W 3.77 chains more or less to place of beginning. Together with all water rights appurtenant thereto. The above description is subject to a 12' wide by 60 rods long right of way beginning at the S.E. Corner and running West from there; given to Thos Singleton.

ALSO BEGINNING at a point which is West 31.63 chains, and South 25.05 chains from the East ¼ Corner to Sec. 24, T-5-S, R-1-E from the Salt Lake Base and Meridian:

THENCE South 10.71 chains; Thence East 25.28 chains; Thence N-0°45'-W 10.71 chains more or less to a point East of beginning; Thence West 25.14 chains to the place of beginning. Containing 27 acres more or less. Together with all water rights thereunto belonging.

EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:

Parcel 1

Commencing 31.63 chains West and 25.05 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 4.70 chains, thence East 25.20 chains more or less to the East property line of Grantors; thence North 0°45' West along the East property 4.70 chains more or less to the North property line of Grantors; thence West 25.14 chains to the place of beginning, and containing an area of about 11.84 acres more or less. Property Serial No.: 13:059:0023:214

ALSO

Parcel 2

Commencing 31.63 chains West and 34.84 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South .92 chains to the South property line of Grantors, thence East 25.28 chains along the south property line of Grantors to the East property line of Grantors, thence North 0°45' West along the East property line of Grantors .92 chains, thence West 25.26 chains more or less, to the place of beginning, and containing an area of about 2.31 acres more or less. Property Serial No.: 13:059:0024:114

ALSO

Parcel 3

Commencing 6.35 chains West and 35.76 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence West 25.28 chains, thence South 3.77 chains, thence East 25.33 chains, thence North 45' West 3.77 chains along the East property line to the place of beginning, containing an area of 9.86 acres more or less. Property Serial No.: 13:059:0025:114

ALSO

Parcel 4

Commencing 31.63 chains West and 29.75 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 5.09 chains, thence East 22.09 chains, thence North 0°45' West 3.17 chains, thence East 3.17 chains more or less to the East property line of Grantors, thence North 0°45' West 1.92 chains, thence West 25.20 chains more or less to the place of beginning, and containing an area of 11.84 acres more or less. Property Serial No.: _____.

Assessor's Parcel Number 13-059-0045

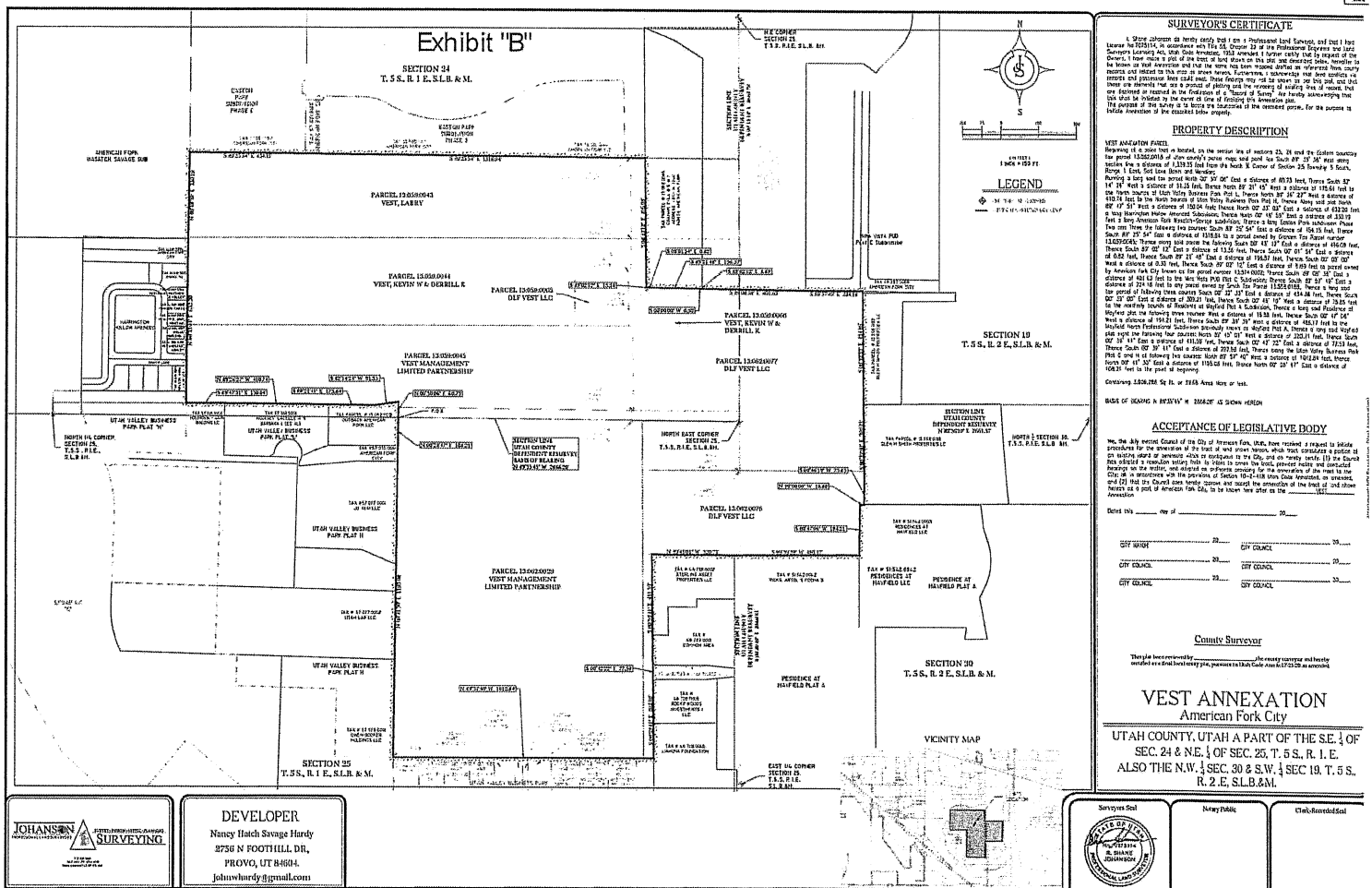
BEGINNING AT A POINT ON THE WEST LINE OF 860 EAST STREET, AMERICAN FORK CITY, SAID POINT BEING NORTH 39.534 FEET AND WEST 412.152 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF SAID STREET, NORTH 0 DEG 54'51" WEST 325.029 FEET; THENCE WEST 1733.106 FT; THENCE SOUTH 0 DEG 37'40" WEST 255.449 FT; THENCE SOUTH 0 DEG 28'28" WEST 44.96 FT; THENCE SOUTH 89 DEG 46'15" EAST 756.02 FEET; THENCE NORTH 8.81 FEET; THENCE SOUTH 89 DEG 27'34" EAST 70.84 FEET; THENCE SOUTH 0 DEG 30'38" WEST 21.731 FEET; THENCE SOUTH 89 DEG 30'0" EAST 914.84 FEET TO THE POINT OF BEGINNING. AREA 12.429 AC.

Assessor's Parcel Number 13-062-0029

COMMENCING 6.35 chains West of the Southeast corner of Section 24, Township 5 South, Range 1 East of the Salt Lake Base and Meridian; thence North 0.60 of a chain; thence North 89°30' West 13.70 chains; thence South 20.40 chains; thence South 89° East 14.45 chains; thence North 20' West 19.85 chains to the place of BEGINNING.



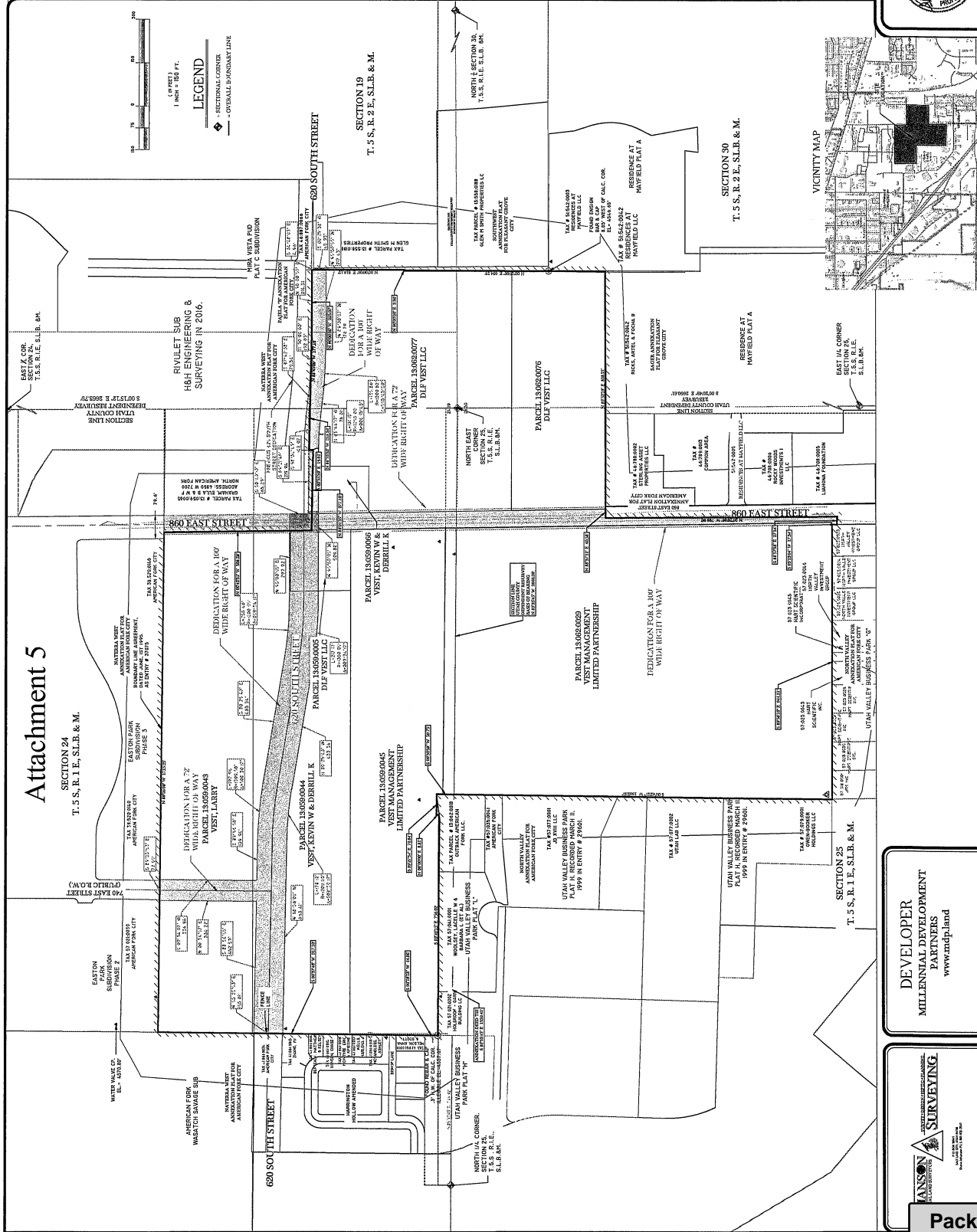
Handwritten initials 'EV' and 'HW'.





Attachment: Ordinance of Annexation (Vest Annexation)

Packet Pg. 127



ATTACHMENT 6

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 DLF Vest LLC; Trust for Larry E. Vest; Trust for Dorothy V. Taylor; Vest Management Limited Partnership; and Floyd K. Vest Living Trust ("**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. 13:059:0005, 13:059:0028, 13:059:0043, 13:059:0044, 13:059:0045, 13:059:0066, 13:062:0029, 13:062:0076, and 13:062:0077 ("**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]

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: Ordinance of Annexation (Vest Annexation)

EXHIBIT A**Description of Water Rights and/or Water Shares Committed to the City****Attachment: Ordinance of Annexation (Vest Annexation)**

Figure 1 - Consolidated Property Ownership

Parcel Number	Owner	Water Right	Size/Depth/Acft/CFS	Type	Owner (Legal Title)
13:059:0005	DLF Vest LLC		1 acre		DLF Vest LLC
	DLF Vest LLC	55-180	0.015 CFS	Underground Water Well	DLF Vest LLC
13:059:0028	Floyd K. Vest Living Trust				Floyd K. Vest and Marcia W. Vest as Trustees of the Floyd K. Vest Living Trust u/a/d November 19, 1998; AND Floyd K. Vest and Marcia W. Vest as Trustees of the Marcia W. Vest Living Trust u/a/d November 19, 1998
13:059:0043	Trust for Larry E. Vest		.068 acres		Larry E. Vest, Dorothy V. Taylor and Floyd K. Vest, as trustees of the Trust for Larry E. Vest
	Trust for Floyd K. Vest	55-12515	12.528016 acres	Underground Water Well	Trust for Floyd K. Vest
	Trust for Dorothy V. Taylor	55-2658	9.672 Acre Feet	Underground Water Well	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8796	0.101 CFS	Underground Water Well	Trust for Larry E. Vest
	Trust for Dorothy V. Taylor	55-107	0.066 CFS	Underground Water Well	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8798	47.36 Acre Feet	Underground Water Well	Trust for Larry E. Vest
	Trust for Floyd K. Vest	55-12516	18.04 Acre Feet	Underground Water Well	Trust for Floyd K. Vest
	Trust for Dorothy V. Taylor	55-411	51.76 Acre Feet	Underground Water Well	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8797	0.28 Acre Feet	Underground Water Well	Trust for Larry E. Vest
	Trust for Floyd K. Vest	55-12514	29.32 Acre Feet	Underground Water Well	Trust for Floyd K. Vest
	Trust for Dorothy V. Taylor	55-4138	48.66 Acre Feet	Point of Diversion	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8792	1.034 CFS	Point of Diversion	Trust for Larry E. Vest
13:059:0044	Trust for Dorothy V. Taylor		0.506 CFS	Point of Diversion	Larry E. Vest, Dorothy V. Taylor and Floyd K. Vest, as trustees of the Trust for Dorothy V. Taylor
	Trust for Floyd K. Vest	55-12514	12.249479 acres	Point of Diversion	Trust for Floyd K. Vest
	Trust for Dorothy V. Taylor	55-4138	48.66 Acre Feet	Point of Diversion	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8792	1.034 CFS	Point of Diversion	Trust for Larry E. Vest
		55-107	0.506 CFS	Point of Diversion	Trust for Larry E. Vest
		55-107	26.84 Acre Feet		
		55-107, 12516	32.36 Acre Feet		
13:059:0045	Vest Management Limited Partnership		12.429349 acres		Vest Management Limited Partnership
13:059:0066	Floyd K. Vest Living Trust				Floyd K. Vest and Kurt V. Vest, as Trustees of the Floyd K. Vest Living Trust, u/a/d November 19, 1998, as amended and restated by the First Amendment of the Floyd K. Vest Living Trust adopted October 2, 2007 and as amended and restated by the Second Amendment of the Floyd K. Vest Living Trust adopted August 22, 2013
	Floyd K. & Marcia W. Vest	55-8087	0.714118 acres	Underground Water Well	Floyd K. & Marcia W. Vest
	Elbert K. Vest	55-331	0.015 CFS & 1.59 Acre Feet	Underground Water Well	Elbert K. Vest
13:062:0029	Vest Management Limited Partnership		0.334 CFS	Underground Water Well	Vest Management Limited Partnership
	Floyd K. Vest	55-890	29.427646 acres	Underground Water Well	Floyd K. Vest
	Elbert Kay Vest	55-757	0.4 CFS	Underground Water Well	Elbert Kay Vest
13:062:0076	DLF Vest LLC		0.015 CFS	Underground Water Well	DLF Vest LLC
	Elbert Kay Vest	55-758	6.112166 acres	Underground Water Well	Elbert Kay Vest
	Elbert K. Vest	55-4139	0.015 CFS	Underground Water Well	Elbert K. Vest
13:062:0077	DLF Vest LLC		1.23 CFS	Point of Diversion	DLF Vest LLC
	Elbert K. Vest	55-3921	12.584151 acres	Underground Water Well	Elbert K. Vest

Review and action on an agreement for the Vest Annexation, consisting of approximately 90 acres, located in the area of 700 South 860 East

The Vest Annexation consists of approximately 90 acres, and is located at in the area of 700 South 860 East. The City's Land Use Plan identifies this area as "Planned Community" and envisions a mix of uses: commercial, office, and high density residential. The applicants seek annexation in order to develop under the PC (Planned Community) zone regulations; utilizing a mixed-use of commercial, office and high density residential. The area is slated to be annexed under the PC (Planned Community) zone. Rights-of-way for 740 East, 860 East and Quality Drive (700 South) will be dedicated as Collector roads. Right-of-way for 620 South will be dedicated as an Arterial road. These dedications will be provided with the annexation. Future development plans will conform to the standards of the Planned Community zone; again, being a combination of higher density residential, office and commercial uses. A concept plan for development of the area is an attachment to the Annexation Agreement. A table is provided in the agreement, specifying required build-out percentages of both residential and commercial uses and timing of such build-out. Annexation is the first step toward ultimate development.

Potential Motions:

APPROVAL

Mr. Chairman, I move that we recommend approval of the Vest Annexation Agreement.

DENIAL

Mr. Chairman, I move that we recommend denial of the Vest Annexation Agreement.

TABLE

Mr. Chairman, I move that we table action on the Vest Annexation Agreement.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 1/16/2019

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Vest Annexation

Project Address: 860 East 700 South

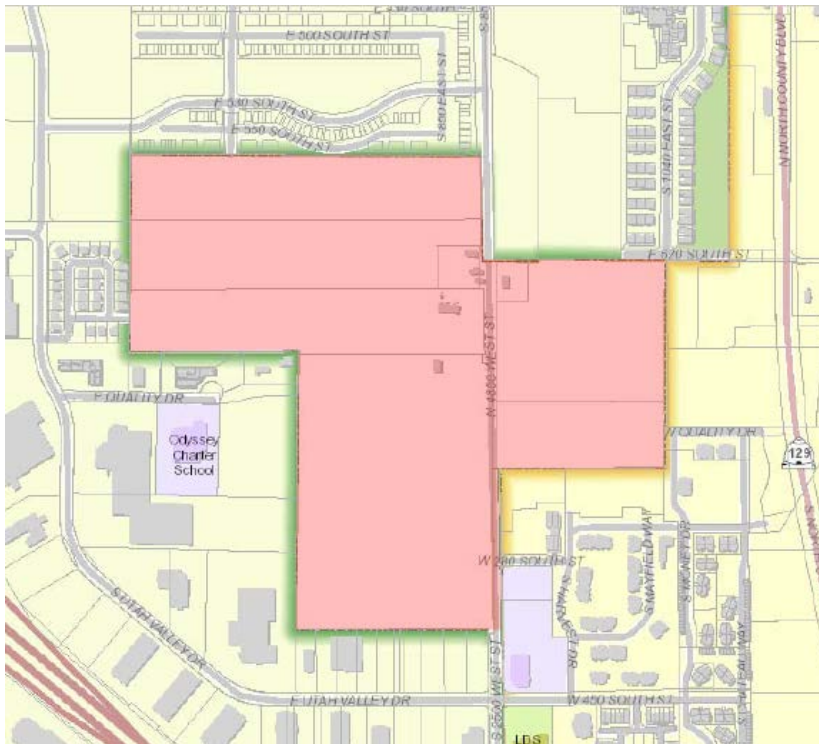
Developer / Applicant's Name: Nancy Hatch Savage Hardy

Type of Application:

- | | | |
|---|--|--|
| <input type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan | <input checked="" type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed annexation. All necessary right-of-way dedications for 740 East, 860 East, Quality Drive (700 South) and 620 South per our Master Transportation Plan are included as part of the annexation agreement.

Project Map:



Attachment: 2. Staff Report (Vest Annexation)

APPROVED MINUTES

AMERICAN FORK CITY PLANNING COMMISSION MINUTES JANUARY 16, 2019

The American Fork City Planning Commission met in a regular session on January 16, 2019 at the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m.

Present: John Woffinden
Geoff Dupaix
Harold Dudley
Nathan Schellenberg
Rebecca Staten
Rod Brocious

Absent: Eric Franson
Christine Anderson

Staff Present: Scott Sensanbaugher, Public Works Director
Ben Hunter, Engineer
Adam Olsen, Senior Planner
Wendelin Knobloch, Planner
Lisa Halversen, Administrative Assistant

Also Present: Steve Young, Buck Swaney

1. Pledge of Allegiance

Chairman Woffinden welcomed everyone and those present recited the Pledge of Allegiance.

2. Review and action on an agreement for the Vest Annexation consisting of 89.68 acres at approximately 700 South 860 East

Mr. Olsen stated that the Vest Annexation consists of approximately 90 acres, and is located at in the area of 700 South 860 East. The City's Land Use Plan identifies this area as "Planned Community" and envisions a mix of uses: commercial, office, and high density residential. The applicants seek annexation in order to develop under the PC (Planned Community) zone regulations; utilizing a mixed-use of commercial, office and high density residential. The area is slated to be annexed under the PC (Planned Community) zone. Rights-of-way for 740 East, 860 East and Quality Drive (700 South) will be dedicated as Collector roads. Right-of-way for 620 South will be dedicated as an Arterial road. These dedications will be provided with the annexation. Future development plans will conform to the standards of the Planned Community zone; again, being a combination of higher density residential, office and commercial uses. A

Attachment: PC Minutes - Vest Annexation (Vest Annexation)

APPROVED MINUTES

concept plan for development of the area is an attachment to the Annexation Agreement. A table is provided in the agreement, specifying required build-out percentages of both residential and commercial uses and timing of such build-out. Annexation is the first step toward ultimate development. He stated that they have been working with the developer for many months and are excited to see it moving forward. It is listed as planned community on the city's land use map.

Mr. Hunter indicated that the Engineering Division recommends approval of the proposed annexation. The rights-of-way are included and water rights will be conveyed at a later time.

Mr. Dupaix expressed concerns about traffic becoming a problem. He recognized that development in this area will be taking place, but the roads are becoming over-burdened and need to be addressed. The way that the Pleasant Grove freeway interchange area is developing is over-crowded, and we need to make sure that is not repeated in American Fork.

Mr. Hunter stated that the applicants have proposed doing a round-about, and 620 South will have 5 lanes with capacity to help move traffic. PG will be involved in these discussions as well.

Buck Swaney with Millennial Development partners indicated that 620 South will have excess capacity, the right-of-way that they are dedicating will allow buildout for many years to come. They are dedicating rights-of-way that are not even required in our city plan, and they are also working to woo local retail for a significant mixed-use community.

Mr. Dupaix would like to look at more transportation options and choices as this is built. Connectivity between developments would be essential to help it be a functional and livable area.

Mr. Schellenberg moved to recommend approval of the Vest Annexation Agreement.

Mr. Dupaix seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Rebecca Staten	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye
Nathan Schellenberg	Aye
Rod Brocious	Aye

The motion carried.

3. Hearing, review and action on an amended site plan for Utah Endocrinology, located at 60 North 1100 East, in the PO-1 Professional Office zone

Mr. Olsen stated that the applicant proposes an endocrinology office at this location. A portico addition will be added to the front (west side) of the structure, in addition to a basement entrance.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action on the Water Banking Agreement for Jay W. Garlick

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement with Jay W. Garlick for shares of the American Fork Irrigation Company as shown in the agreement.

BACKGROUND Water banking agreements are authorized by the American Fork municipal code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to be used to meet the city's water dedication requirements.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to authorize the Mayor to sign the Water Banking Agreement for Water Shares with Jay W. Garlick.

SUPPORTING DOCUMENTS

Jay Garlick - Water Banking Agreement for Water Shares (AFIC 9618) (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares (“**Agreement**”) is entered into as of the ____ day of _____ 2019 (“**Effective Date**”), by and between Jay W. Garlick (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Certificate No. 9618 (“**Water Share**”) representing 1.25 shares in American Fork Irrigation Company has been or will be conveyed and assigned by Owner to the City; and

WHEREAS Owner is transferring the Water Share to City in order to meet City’s water dedication requirements for Owner’s development(s) and/or to bank the water with City for use by others to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Share for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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. **Transfer and Acceptance of the Water Share.** Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share for purposes of satisfying City’s water dedication requirements. 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 Share.

2. **Water Credits.** In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 2.5 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. **Use of Credits for Owner’s Developments.** Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits

to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A (“**Assignment**”). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner’s rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City’s nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner’s Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Share.

9. 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.

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

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

12. 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.

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

15. 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.

16. 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.

17. 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.

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

Attachment: Jay Garlick - Water Banking Agreement for Water Shares (AFIC 9618) (Water Banking for Jay W. Garlick)

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 Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

 NOTARY PUBLIC

 Jay W. Garlick

STATE OF UTAH)
)
 :ss
 COUNTY OF _____)

On the ____ day of January, 2019, Jay W. Garlick personally appeared before me and duly acknowledged that he, executed this Water Banking Agreement for Water Shares for the purposes stated therein.

 NOTARY PUBLIC

Attachment: Jay Garlick - Water Banking Agreement for Water Shares (AFIC 9618) (Water Banking for Jay W. Garlick)

*EXHIBIT A***ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement for Water Shares between American Fork City and (enter Owner's name), dated _____, 20____.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this ____ day of _____, 20____.

Transferor

State of _____)
:ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public

Attachment: Jay Garlick - Water Banking Agreement for Water Shares (AFIC 9618) (Water Banking for Jay W. Garlick)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 12, 2019**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a commercial site plan for Utah Endocrinology, located at 60 North 1100 East, in the PO-1 Professional Office zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the commercial site plan for Utah Endocrinology as stated in the attached minutes of the January 16, 2019 planning commission meeting.

BACKGROUND The applicant proposes a site plan for a doctor's office with minor modifications to the existing structure, such as a portico. For further analysis, please refer to the attached site plan, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as a result of this approval.

SUGGESTED MOTION I motion to adopt the ordinance approving a commercial site plan for Utah Endocrinology with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the January 16, 2019 planning commission meeting.

SUPPORTING DOCUMENTS

1. Ord (DOCX)
2. Site Plan (PDF)
3. Staff Report (PDF)
- PC Minutes - Endocrinology (PDF)

ORDINANCE NO.**AN ORDINANCE APPROVING THE SITE PLAN FOR UTAH ENDOCRINOLOGY
LOCATED AT 60 NORTH 1100 EAST.****BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH,****PART I****DEVELOPMENT APPROVED - ZONE MAP AMENDED**

- A. The site plan for Utah Endocrinology as set forth in the attachment, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans is hereby designated as Large-Scale Development Overlay Zone _____.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II**ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE**

- A. Hereafter, these amendments shall be construed as a part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance, are hereby repealed.
- C. This ordinance shall take effect upon its passage and first publication following completion of all terms and conditions of approval, as set forth under the motion to approve, passed and adopted by the American Fork City Council.

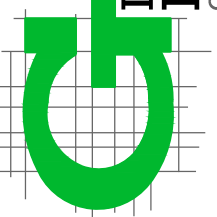
**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN
FORK, UTAH, THIS 12th DAY OF FEBRUARY, 2019.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Utah Endocrinology)



12401 SOUTH 450 EAST BUILDING C, UNIT 2, DRAPER, UT 84020
PHONE: (801) 571-9414 FAX: (801) 571-9449

ADVANCED DESIGN

11502 South Sunburn Ln.
Sandy, Utah 84094
801-568-9330
LBeeny@comcast.net

Remodel

Contacts:
Mehran - 801-808-9382
Email: Mehranjan@me.com
Email: Falahat.alireza@hotmail.com

EXTERIOR ELEVATIONS

UTAH ENDOCRINOLOGY ASSOCIATES
52 NORTH COUNTY BLVD
AMERICAN FORK, UTAH 84003

REVISIONS

DATE:

12/21/2018

SCALE: (11x17)

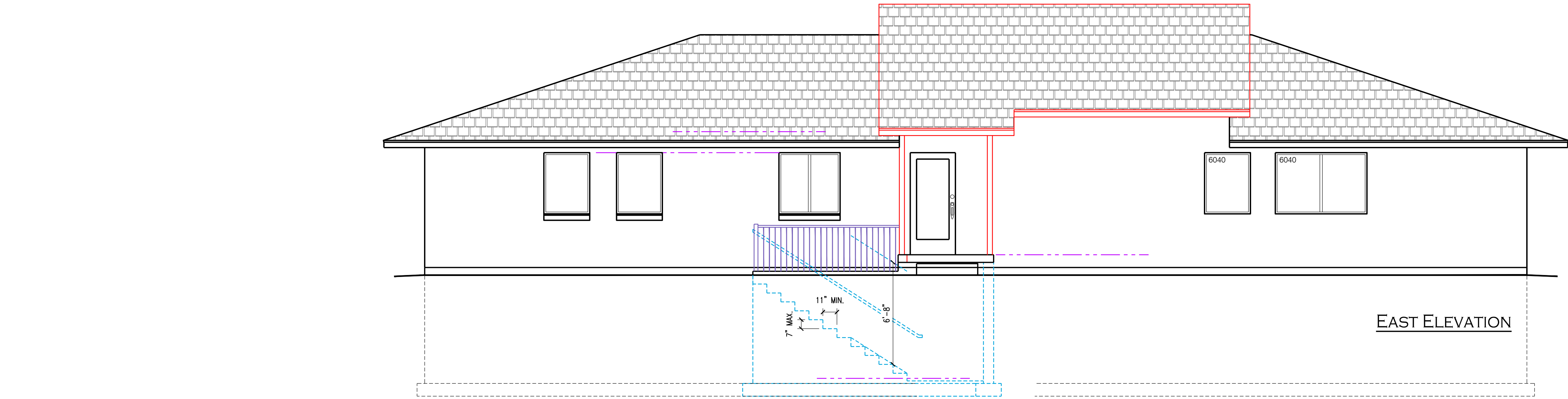
1/8" = 1'-0"

SCALE: (24x36)

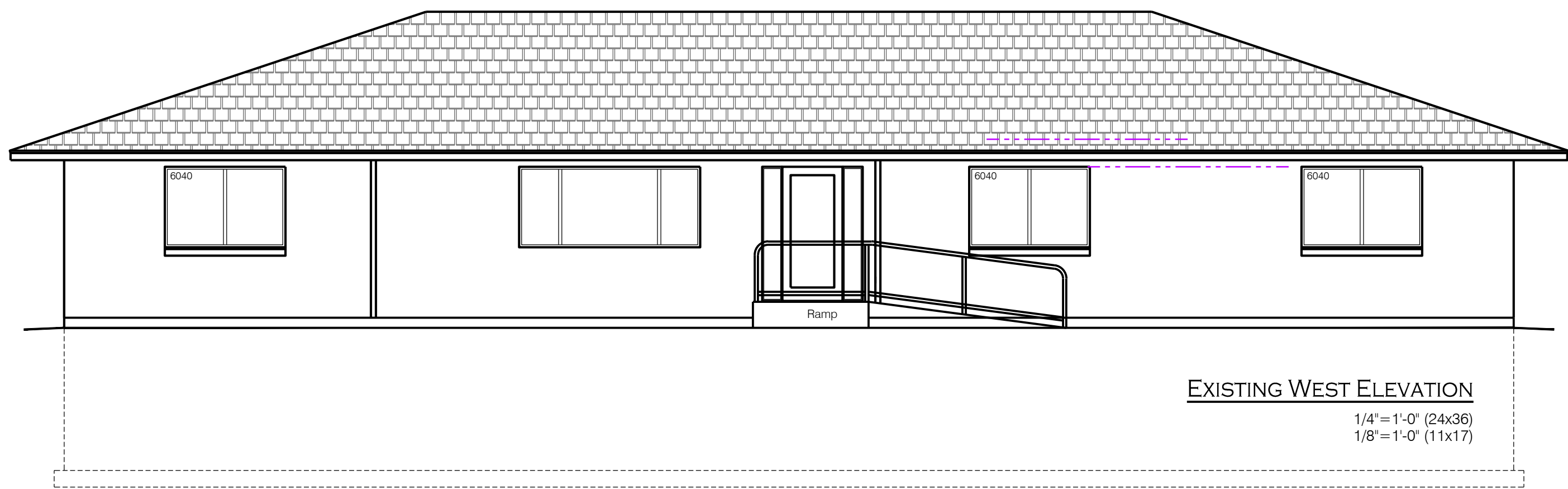
1/4" = 1'-0"

SHEET NO.

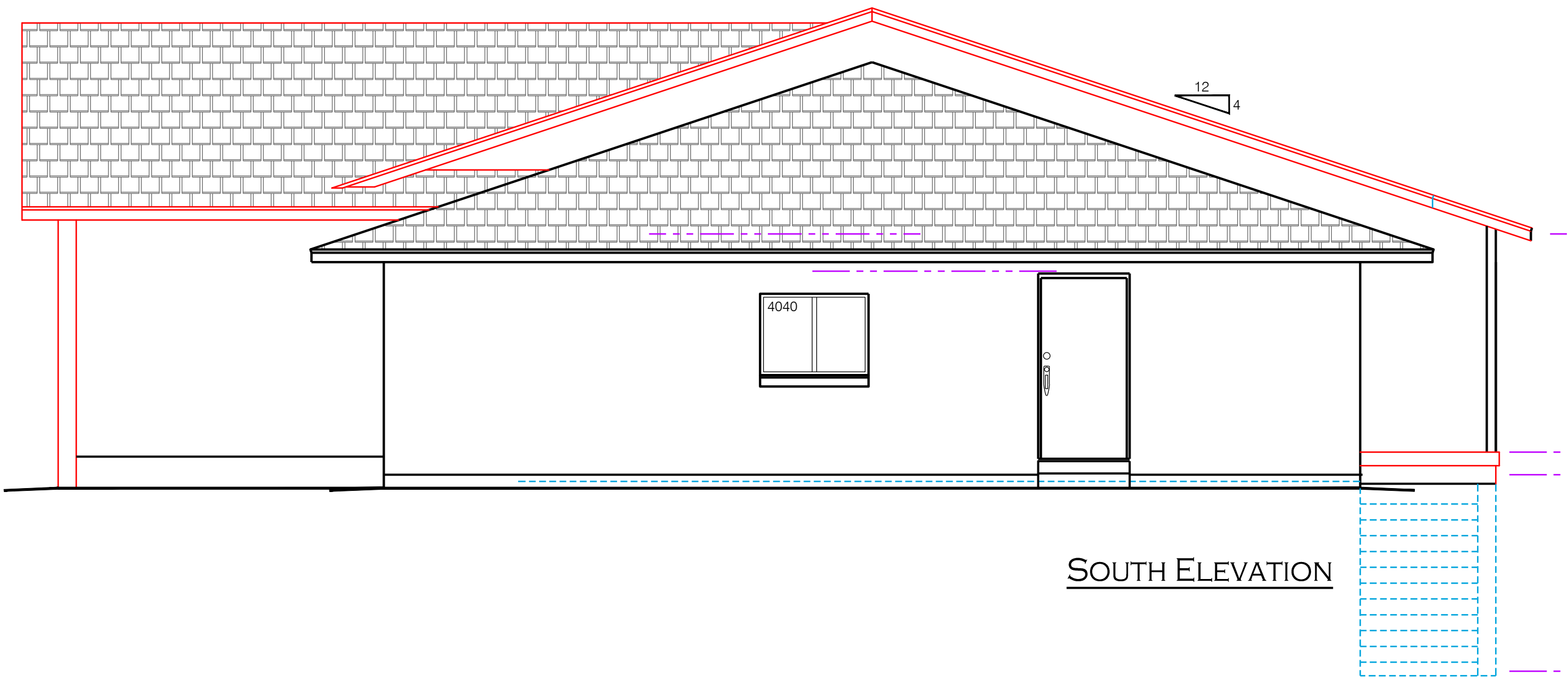
A201



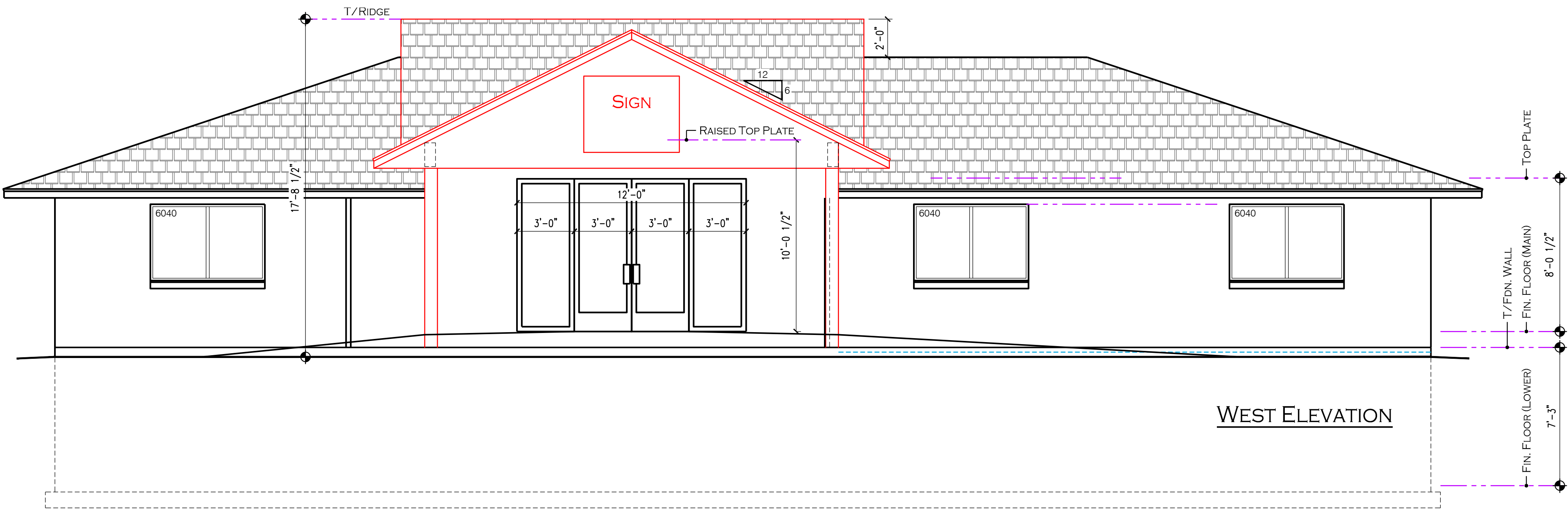
EAST ELEVATION



EXISTING WEST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

EXTERIOR ELEVATIONS

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: January 16, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on an amended site plan for Utah Endocrinology, located at 60 N. 1100 E., in the PO-1 (Professional Office) zone.

BACKGROUND INFORMATION				
Location:		60 N. 1100 E.		
Applicants:		Utah Endocrinology		
Existing Land Use:		Commercial		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Commercial		
	East	Commercial		
	West	Residential		
Existing Zoning:		PO-1 (Professional Office)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	PO-1 (Professional Office)		
	South	PO-1 (Professional Office)		
	East	PO-1 (Professional Office)		
	West	R1-9,000		
Land Use Plan Designation:		Professional Office		
Zoning within Land Use Plan Designation?		x	Yes	No

Background

The applicant proposes an endocrinology office at this location. A portico addition will be added to the front (west side) of the structure, in addition to a basement entrance. The portico will allow patients to enter the business through a protected covering. As the footprint is being expanded, Planning Commission approval is required.

The site was recently approved as a pet care facility. The pet care facility never occupied the premises, and it will now be used as a medical office.

The proposed location is surrounded by medical/commercial uses to the north, south, and east. To the west is North County Boulevard (1100 E.), with residential uses west of North County Boulevard.

Consistency with the Land Use Plan

The Land Use Plan designates this area as Professional Office. The site plan is consistent with the Land Use Plan designation.

FINDING OF FACT

After reviewing the application for site plan approval, the following finding of fact is offered for consideration:

1. The site plan meets the criteria of the PO-1 Zone.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the site plan for Utah, located at 60 N. 1100 E., with the finding listed in the staff report and subject to any findings, conditions, and modifications listed in the Engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the site plan for Utah Endocrinology, located at 60 N. 1100 E.

TABLE

Mr. Chairman, I move that we table action on the site plan for Utah Endocrinology.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 1/16/2019

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Utah Endocrinology

Project Address: 52 North 1100 East

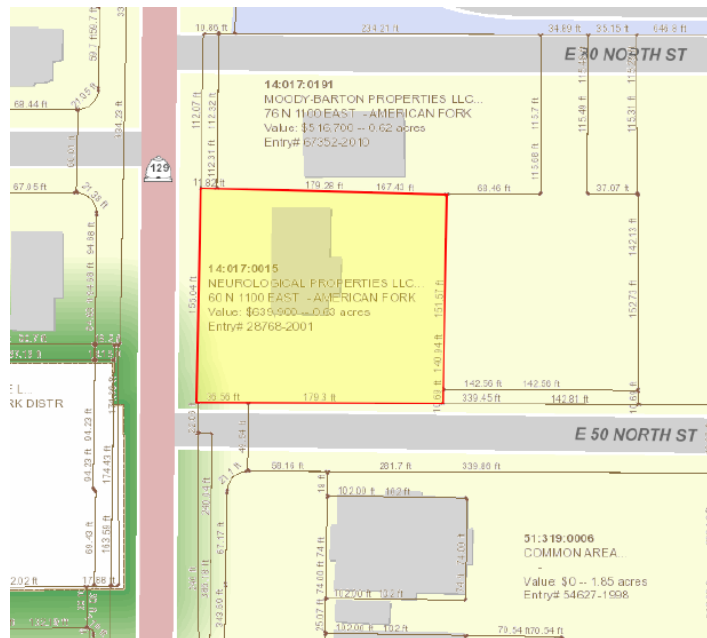
Developer / Applicant's Name: Mehran Tahmassebi/Tabriz Construction

Type of Application:

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input checked="" type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed development.

Project Map:



Attachment: 3. Staff Report (Utah Endocrinology)

APPROVED MINUTES

concept plan for development of the area is an attachment to the Annexation Agreement. A table is provided in the agreement, specifying required build-out percentages of both residential and commercial uses and timing of such build-out. Annexation is the first step toward ultimate development. He stated that they have been working with the developer for many months and are excited to see it moving forward. It is listed as planned community on the city's land use map.

Mr. Hunter indicated that the Engineering Division recommends approval of the proposed annexation. The rights-of-way are included and water rights will be conveyed at a later time.

Mr. Dupaix expressed concerns about traffic becoming a problem. He recognized that development in this area will be taking place, but the roads are becoming over-burdened and need to be addressed. The way that the Pleasant Grove freeway interchange area is developing is over-crowded, and we need to make sure that is not repeated in American Fork.

Mr. Hunter stated that the applicants have proposed doing a round-about, and 620 South will have 5 lanes with capacity to help move traffic. PG will be involved in these discussions as well.

Buck Swaney with Millennial Development partners indicated that 620 South will have excess capacity, the right-of-way that they are dedicating will allow buildout for many years to come. They are dedicating rights-of-way that are not even required in our city plan, and they are also working to woo local retail for a significant mixed-use community.

Mr. Dupaix would like to look at more transportation options and choices as this is built. Connectivity between developments would be essential to help it be a functional and livable area.

Mr. Schellenberg moved to recommend approval of the Vest Annexation Agreement.

Mr. Dupaix seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Rebecca Staten	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye
Nathan Schellenberg	Aye
Rod Brocious	Aye

The motion carried.

3. Hearing, review and action on an amended site plan for Utah Endocrinology, located at 60 North 1100 East, in the PO-1 Professional Office zone

Mr. Olsen stated that the applicant proposes an endocrinology office at this location. A portico addition will be added to the front (west side) of the structure, in addition to a basement entrance.

APPROVED MINUTES

The portico will allow patients to enter the business through a protected covering. As the footprint is being expanded, Planning Commission approval is required.

The site was recently approved as a pet care facility. The pet care facility never occupied the premises, and it will now be used as a medical office.

The proposed location is surrounded by medical/commercial uses to the north, south, and east. To the west is North County Boulevard (1100 E.), with residential uses west of North County Boulevard.

Mr. Hunter stated that the Engineering Division recommends approval of the proposed development. There are no concerns.

Public Hearing Opened

Public Hearing Closed

Ms. Staten moved to recommend approval of the site plan for Utah Endocrinology, located at 60 North 1100 East, with the finding listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering report.

Mr. Brocious seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Rebecca Staten	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye
Nathan Schellenberg	Aye
Rod Brocious	Aye

The motion carried.

4. Other Business

Mr. Olsen indicated that in the future he will be bringing some changes to the commercial code for the downtown area to help revitalize it as an opportunity zone. He also asked the commissioners to approve a date for the winter dinner in February, he was thinking that Friday, February 22 might work. He suggested holding the dinner at Rodizio Grill at about 6pm.

Chairman Woffinden reminded commissioners that Pleasant Grove's open house for the new fire station is this Friday from 10am to 6pm. Commissioners may be interested in attending to see possibilities for American Fork. Also, on Friday, January 25 the food channel will be doing a feature on Hruska's Kolaches.

5. Site Plan Committee Report