AMERICAN FORK CITY COUNCIL
APRIL 9, 2019
***AMENDED** - REGULAR SESSION AGENDA

Notice is hereby given that the American Fork City Council will meet in a regular session on Tuesday, April 9, 2019, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; prayer by Council Member Taylor; 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 March 19, 2019 work session minutes.
2. Approval of the March 26, 2019 city council minutes.

ACTION ITEMS

1. Ratification of city payments (March 19, 2019 to April 2, 2019) and approval of purchase requests over $25,000.
2. Review and action on an Arbor Day Proclamation. *(Requested by Terilyn Lurker, Recorder)*
3. Review and action on the approval of the AF10 Annexation consisting of 12.20 acres at approximately 850 West 620 South, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone. *(Requested by Terilyn Lurker, Recorder)*
4. Review and action on the approval of the AF191 Annexation consisting of .51 acres at approximately 800 South 900 West, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone. *(Requested by Terilyn Lurker, Recorder)*
5. Review and action on the approval of the AF Penrod Annexation consisting of 10.72 acres at approximately 950 West 620 South, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone and the TOD Zone. *(Requested by Terilyn Lurker, Recorder)*
6. Review and action on awarding a Construction Contract for Art Dye Phase 1 and 2. *(Requested by Scott Sensanbaugher, Public Works)*
7. Review and action on an ordinance amending Section 13.08.294 relating to connecting to the city's culinary water and repealing and replacing Chapter 13.09 relating to the city's pressurized irrigation system. *(Requested by Scott Sensanbaugher, Public Works)*

8. Review and action on approval of the City's Communication Policy. *(Requested by Camden Bird, Administration)*
9. Review and action on a resolution approving an interlocal cooperation agreement with Utah County for Election services. *(Requested by Terilyn Lurker, Recorder)*
10. Review and action on an Economic Development and Services Agreement with the American Fork Chamber of Commerce. *(Requested by Terilyn Lurker, Recorder)*
11. Review and action on an agreement with Advisors Consulting Services for the Downtown Economic Development Plan. *(Requested by Terilyn Lurker, Recorder*)

***12**. 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 CK Farms/Terracom Communities, Phase 2 Plat Adjustment located in the vicinity of 600 East 400 South, in the PC-Planned Community zone. *(Requested by Scott Sensanbaugher, Public Works)*

13. Consideration and action to enter into a closed session to discuss the character or professional competence of individuals, to discuss pending or reasonably imminent litigation, to discuss the purchase, lease or sale of real property, or to discuss other items described in Utah State Code 52-4-204 and 52-4-205.
14. Adjournment.

Dated this 8 day of April, 2019.

Terilyn Lurker
City Recorder

*Common Consent Agenda Item #3 was removed from the agenda.

- 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
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on an Arbor Day Proclamation.

SUMMARY RECOMMENDATION Staff recommends approval of the Arbor Day 2019 Proclamation

BACKGROUND Each year, American Fork City passes a proclamation setting aside a day as Arbor Day. This year, Arbor Day will be held on Monday, April 22nd at Rotary Park.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the Arbor Day 2019 Proclamation.

SUPPORTING DOCUMENTS

Arbor Day Proclamation 2019 (PDF)

ARBOR DAY 2019 PROCLAMATION
AMERICAN FORK CITY

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal,

Now, Therefore, I, Bradley J. Frost, Mayor of the City of American Fork, do hereby proclaim April 22, 2019 as Arbor Day in the City of American Fork and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 9 day of April in the year 2019.

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Larualee Hill, Deputy Recorder

Attachment: Arbor Day Proclamation 2019 (Arbor Day Proclamation 2019)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on the approval of the AF10 Annexation consisting of 12.20 acres at approximately 850 West 620 South, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This annexation was started on January 8, 2019, with approval of the Notice of Intent to Annex. The public hearing was held and the initial annexation agreement was approved. All attachments for the annexation agreement have been provided and this annexation is now ready for final approval.

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to approve the AF10 Annexation consisting of 12.20 acres at approximately 850 West 620 South, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone.

SUPPORTING DOCUMENTS

AF10 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. _____
AF 10 ANNEXATION (850 WEST 620 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PR-3.0 zone and subject to the terms and conditions of the AF10 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 9 day of April, 2019.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
County of Utah

I, Lauralee Hill, Deputy 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 9 day of April, 2019.

Lauralee Hill, Deputy Recorder

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

ATTACHMENT 'A'

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 9031945 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 S89°52'20"W 2144.82 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°52'20" WEST 25.67 FEET;
THENCE SOUTH 00°01'04" EAST 101.31 FEET;
THENCE NORTH 89°31'59" WEST 724.71 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY LINE.
THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

1) NORTH 00°43'00" EAST 8.35 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
2) NORTH 89°26'00" WEST 41.12 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
3) NORTH 00°58'03" EAST 673.23 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
4) SOUTH 89°19'22" EAST 780.01 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,

THENCE SOUTH 00°00'06" EAST 577.21 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING: 531,520 SF OR 12.20 ACRES.

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

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

ATTACHMENT 'B'

ANNEXATION AGREEMENT
(*AF10 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 Norman B Chadwick, Tresa Chadwick, Carolyn Lloyd, and Monte Lloyd, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately-owned real property constituting the entirety of the *AF10 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. 2019-01-01R 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.

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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 "Low Density Residential". Therefore, the zone classification attached to the parcels shall be the PR-3.0 zone (which zone district allows for a variety of lot sizes and development styles). 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 620 South as a Collector. The Bike and Pedestrian Master Plan identifies placement of a Cycle Track/Protected Bike Lane along 620 South along the north property line of the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for the Cycle Track/Protected Bike Lane in the locations 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 or trail improvements unless and until any improvement or development occurs on the parcel adjacent to the right-of-way or trail corridor, 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: Applicants acknowledge that the dedication of water rights is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicants have 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,

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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 Carolyn Lloyd, 6769 West 7300 North, American Fork Utah, 84003; or, Tresa Chadwick, 7195 North 6720 West, American Fork Utah, 84003.

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.

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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

Applicants names

MAYOR

Applicants signatures

ATTEST:

City Recorder

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

Attachment 1

Exhibit "A"

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN 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)
45-221-0004	NORMAN B. CHADWICK	Norman B Chadwick
45-221-0004	Tresa Chadwick	Tresa Chadwick

Attachment: NOI Resolution (Annexation NOI Resolution - AF10 Annexation)
Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN AN ISLAND OR PENINSULA

DATE: 7-11-18

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.

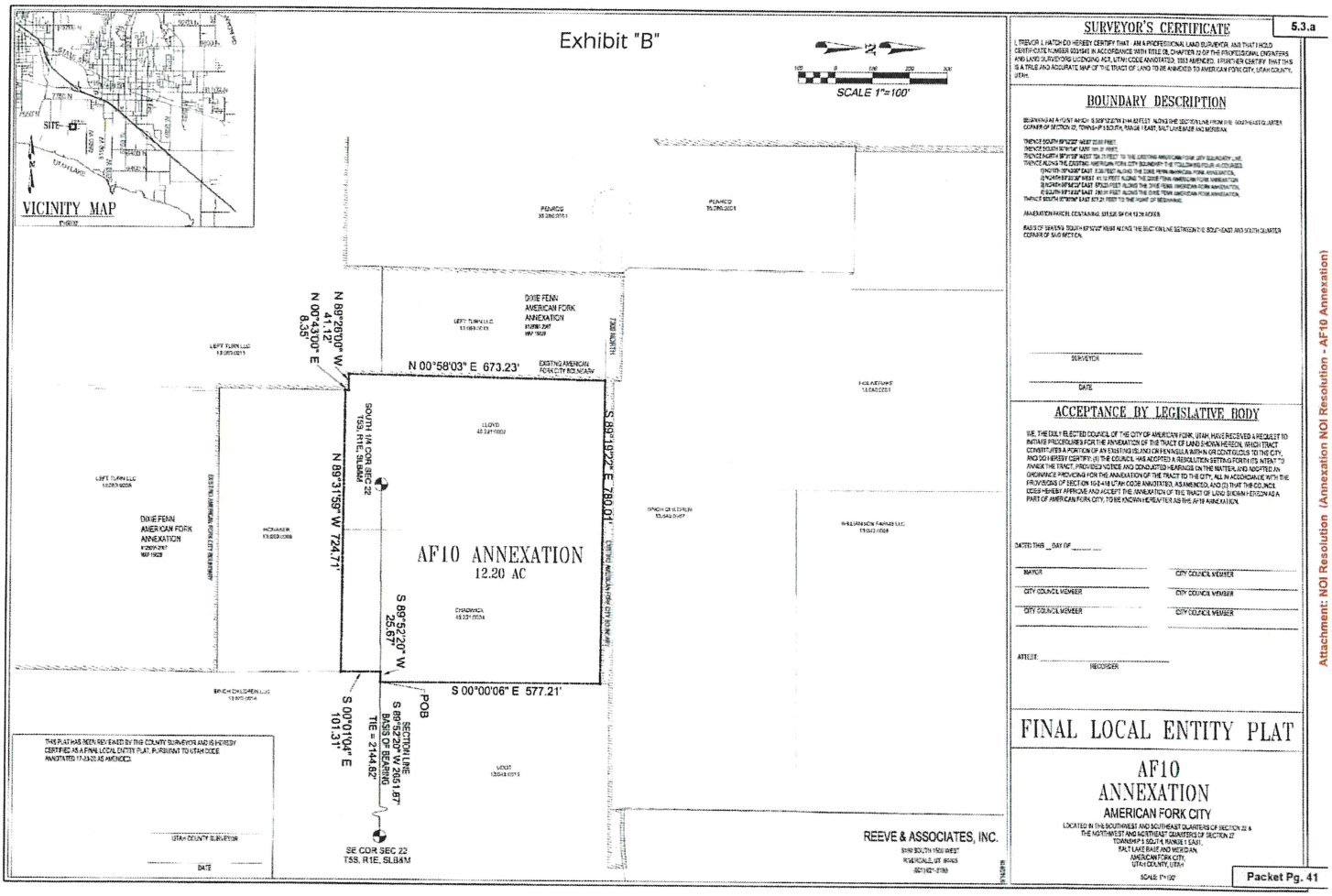
We hereby further acknowledge and affirm as follows:

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)
45:221:0002	Carolyn Lloyd Monte Lloyd	Carolyn Lloyd Monte Lloyd

Attachment: NOI Resolution (Annexation NOI Resolution - AF10 Annexation)
Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

Attachment 2

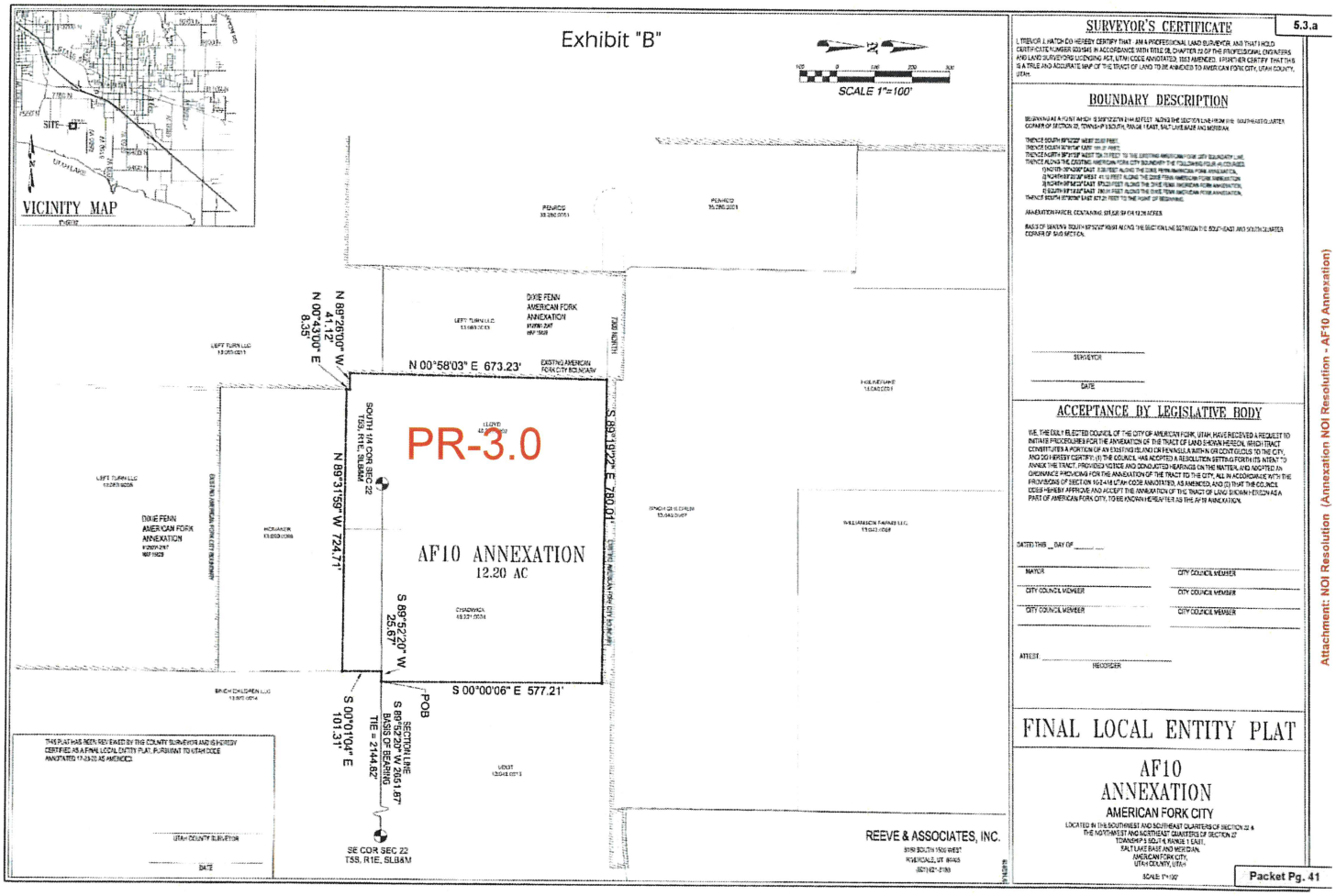


5.3.a

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

Attachment: NOI Resolution (Annexation NOI Resolution - AF10 Annexation)

Attachment 3

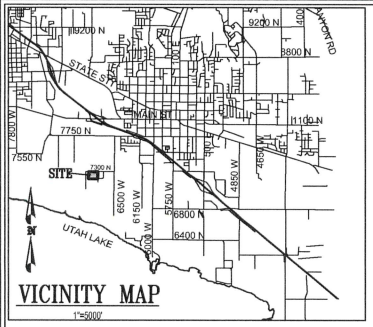


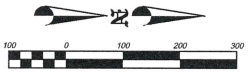
5.3.a

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

Attachment: NOI Resolution (Annexation NOI Resolution - AF10 Annexation)

ATTACHMENT 4 - ROAD DEDICATION





PENROD
35:280:0001

PENROD
35:280:0001

LEFT TURN LLC
13:069:0013

DIXIE FENN AMERICAN FORK ANNEXATION
#125091-2007
MAP 15829

LEFT TURN LLC
13:069:0011

N 89°26'00" W 41.12'
N 00°43'00" E 8.35'

N 00°58'03" E 673.23'

EXISTING AMERICAN FORK CITY BOUNDARY

7300 NORTH

HOLINDRAKE
13:040:0001

LLOYD
45:221:0002

SOUTH 1/4 COR SEC 22
T5S R1E SLB&M

S 89°19'25" E 780.01'

LEFT TURN LLC
13:069:0006

DIXIE FENN AMERICAN FORK ANNEXATION
#125091-2007
MAP 15829

EXISTING AMERICAN FORK CITY BOUNDARY

HONAKER
13:069:0008

N 89°31'59" W 724.71'

628 SOUTH ROAD DEDICATION

BINCH CHILDREN
13:043:0057

WILLIAMSON FARMS LLC
13:043:0069

AF10 ANNEXATION
12.20 AC

CHADWICK
45:221:0004

S 89°52'20" W 25.67'

S 00°00'06" E 577.21'

POB

BINCH CHILDREN LLC
13:070:0014

S 00°01'04" E 101.31'

TIE = 2144.82'

SECTION LINE
S 89°52'20" W 2651.87'
BASIS OF BEARING

UDOT
13:043:0015

SE COR SEC 22
T5S, R1E SLB&M

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

UTAH COUNTY SURVEYOR

DATE

REEVE & ASSOCIATES, INC.
5160 SOUTH 1500 WEST
RIVERDALE, UT 84405
(801) 621-3100

8174-2018

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 9031945 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 S89°52'20"W 2144.82 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°52'20" WEST 25.67 FEET;
THENCE SOUTH 00°01'04" EAST 101.31 FEET;
THENCE NORTH 89°31'59" WEST 724.71 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY LINE;
THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING FOUR (4) COURSES:
1) NORTH 00°43'00" EAST 8.35 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
2) NORTH 89°26'00" WEST 41.12 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
3) NORTH 00°58'03" EAST 673.23 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
4) SOUTH 89°19'22" EAST 780.01 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
THENCE SOUTH 00°00'06" EAST 577.21 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING: 531,520 SF OR 12.20 ACRES.

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

SURVEYOR

DATE

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE AF10 ANNEXATION.

DATED THIS __ DAY OF ____, __.

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

ATTEST: _____
RECORDER

FINAL LOCAL ENTITY PLAT

AF10 ANNEXATION

AMERICAN FORK CITY

LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 22 & THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY,
UTAH COUNTY, UTAH

SCALE: 1"=100'

WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003

ATTACHMENT 4

WARRANTY DEED

(620 South)
Utah County

Affecting Tax ID No: 45:221:0002
45:221:0004
Project: AF 10 Annexation

_____, as Grantor, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of ten (10) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land for the dedication of future 620 South road, situate in Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is South 89°52'20" West 2186.57 feet and North 577.79 feet from the Southeast corner said Section 22; and running:

Thence South 87°28'56" West 372.86 feet; thence along the arc of a 1076.00 foot radius curve to the right a distance of 65.48 feet (curve having a central angle of 03°29'12" and a long chord bearing S89°13'32"W 65.47 feet); thence North 89°01'53" West 313.53 feet; thence North 00°58'03" East 20.84 feet; thence South 89°19'22" East 751.15 feet to the point of beginning.

The above described parcel contains 12,089 square feet in area or 0.28 acres.

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

_____

_____
Type or print name of grantor

STATE OF _____)
) ss.
COUNTY OF _____)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that _he is the _____ of _____, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____ and said _____ acknowledged to me that said corporation executed the same.

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

_____
Notary Public

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

ATTACHMENT 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 2019 ("**Effective Date**"), by and between AF 10 ("**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. 45:221:0002 & 45:221:0004 ("**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 _____, 2019. 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

Approved as to form by City's attorney 7/11/2018

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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.

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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.

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

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

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor 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

Approved as to form by City's attorney 7/11/2018

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

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:
45:221:0002 & 45:221:0004

Water right: 55-1566

Water right: 55-12526

Water right: 55-3449

Water right: 55-3508

Water right: 55-3509

Water right: 55-3576

Water right: 55-3887

Water right: 55-12832

Water right: 55-4321

Water right: 55-6685

Total Acre Feet 296.08

Attachment: AF10 Annexation - Ordinance (AF10 Ordinance of Annexation)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on the approval of the AF191 Annexation consisting of .51 acres at approximately 800 South 900 West, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This annexation was started on January 8, 2019, with approval of the Notice of Intent to Annex. The public hearing was held and the initial annexation agreement was approved. All attachments for the annexation agreement have been provided and this annexation is now ready for final approval.

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to approve the AF191 Annexation consisting of .51 acres at approximately 800 South 900 West, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone.

SUPPORTING DOCUMENTS

AF191 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. _____

AF 191 ANNEXATION (800 SOUTH 900 WEST)

SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PR-3.0 zone and subject to the terms and conditions of the AF191 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 9 day of April, 2019.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
County of Utah

I, Lauralee Hill, Deputy 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 9 day of April, 2019.

Lauralee Hill, Deputy Recorder

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

ATTACHMENT 'A'

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 9031945 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 S89°52'20"W 2587.79 FEET ALONG THE SECTION LINE AND SOUTH 426.16 FEET FROM THE NORTHEAST QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING TWO (2) COURSES:
1) NORTH 89°57'31" WEST 311.20 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
2) NORTH 00°43'03" EAST 143.19 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
THENCE SOUTH 65°08'00" EAST 341.03 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING: 22,279 SF OR 0.51 ACRES.

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

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

ATTACHMENT 'B'

ANNEXATION AGREEMENT
(*AF191 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 Left Turn LLC, M&J Leisure LC, and C. Allen LLC, (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 *AF191 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. 2019-01-02R 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 parcel of private property within the Annexation Area, identified on Attachments 2 and 4. Attachments 2 and 4 are hereby made part of this Agreement.

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

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 "Low Density Residential". Therefore, the zone classification attached to the parcel shall be the PR-3.0 zone (which zone district allows for a variety of lot sizes and development styles). A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Conveyance of Water Right: Applicants acknowledge that the dedication of water rights is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicants have 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 6 - 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 7 - 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 8 - Impact Fees: No impact fees are required as a condition of annexation.

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance 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 9 - 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 10 - 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 Left Turn LLC, XXXXX, American Fork Utah, 84003.

SECTION 11 - Counterparts and Severability: In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 12 - 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.

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

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

Applicants names

MAYOR

Applicants signatures

ATTEST:

City Recorder

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

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: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

Attachment 1

Exhibit "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.

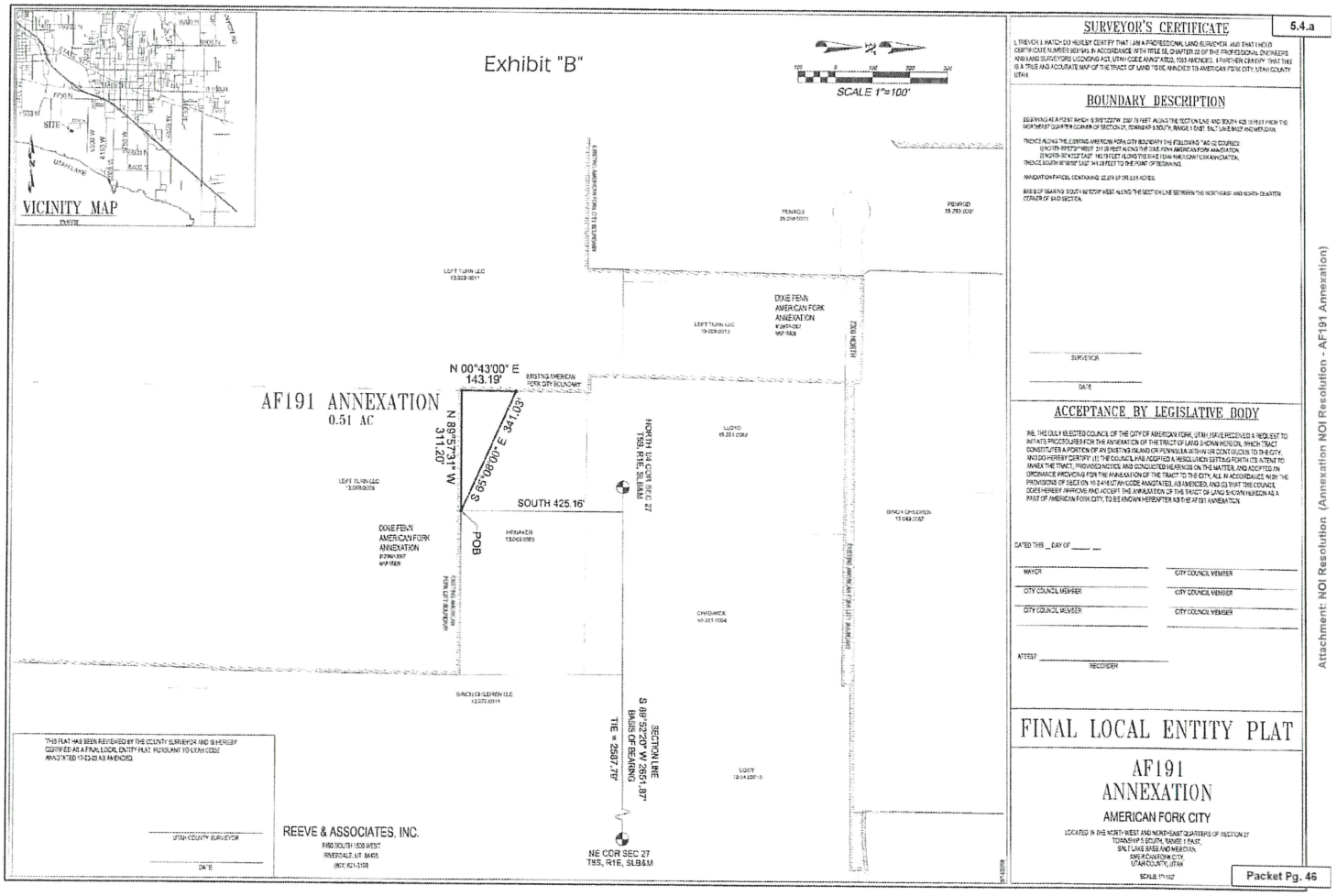
We hereby further acknowledge and affirm as follows:

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)
13:069:0006	LEFT TURN LLC	
	M & J LEISURE LC	
	C ALLEN LLC	

Attachment: NOI Resolution (Annexation NOI Resolution - AF191 Annexation)
Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

Attachment 2

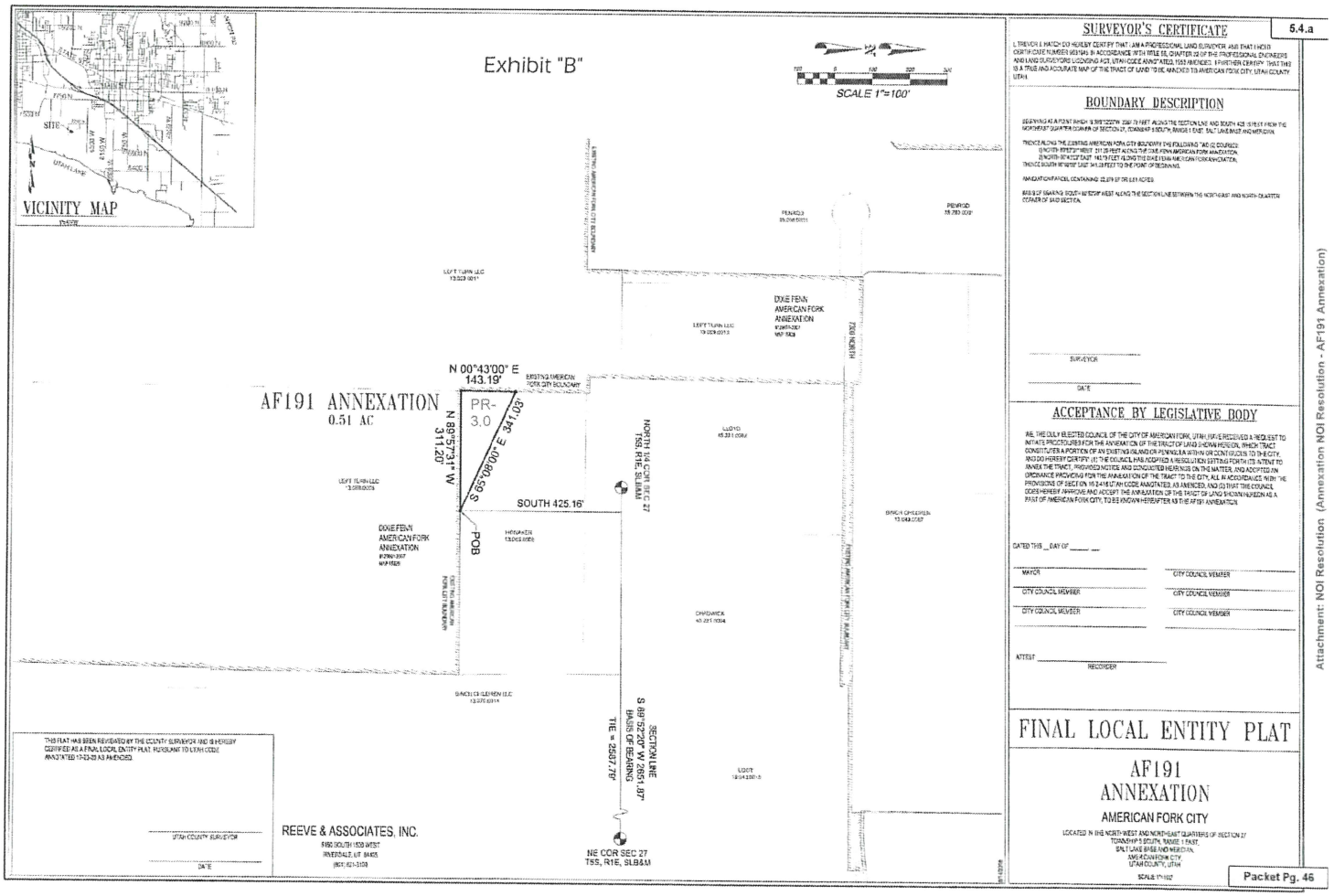


5.4.a

Attachment: NOI Resolution (Annexation NOI Resolution - AF191 Annexation)

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

Attachment 3

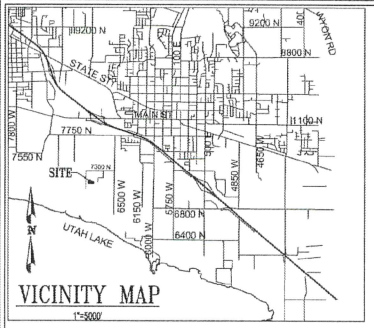


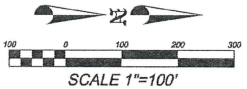
5.4.a

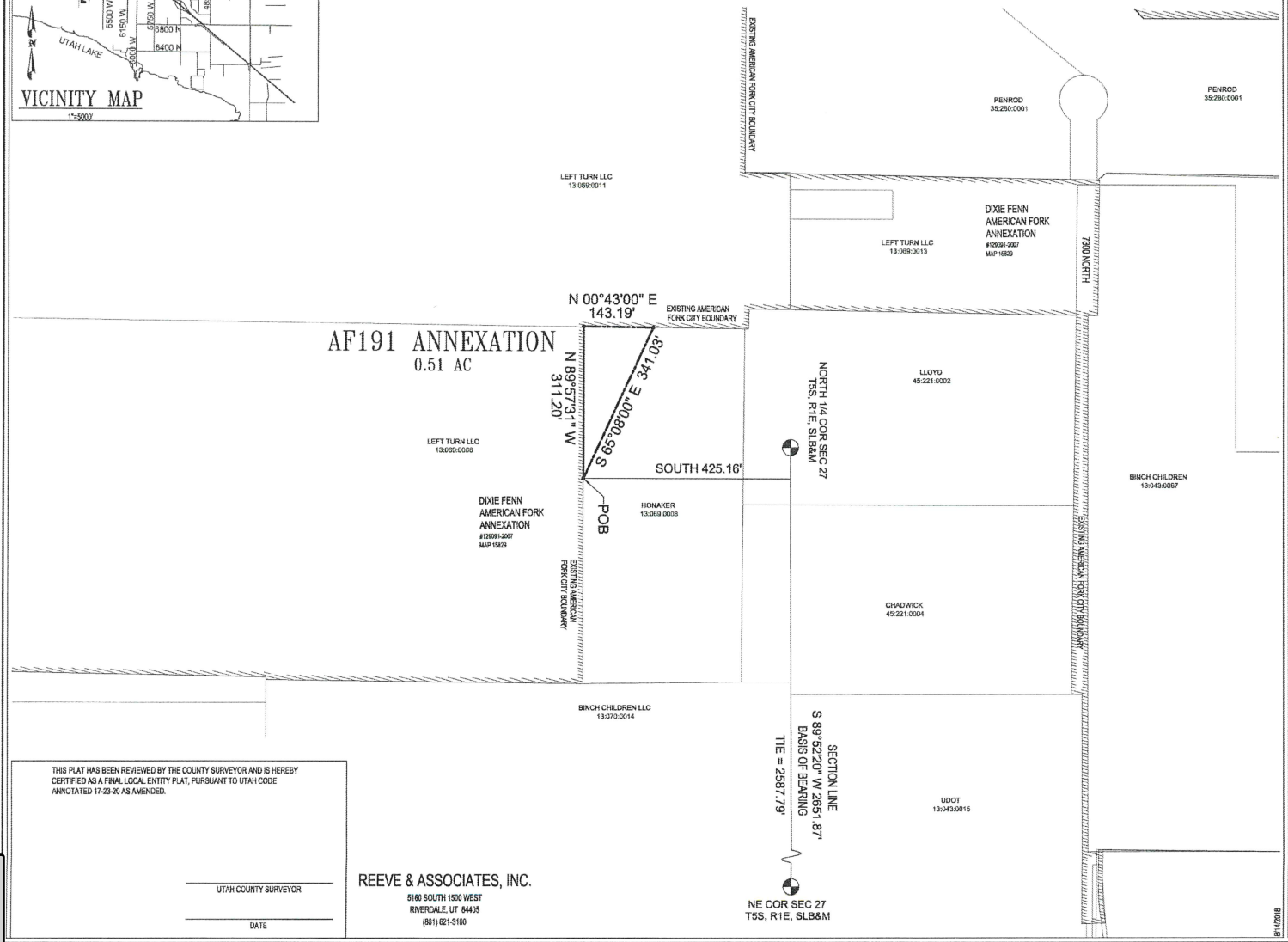
Attachment: NOI Resolution (Annexation NOI Resolution - AF191 Annexation)

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

ATTACHMENT 4







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

UTAH COUNTY SURVEYOR

DATE

REEVE & ASSOCIATES, INC.
5160 SOUTH 1500 WEST
RIVERDALE, UT 84405
(801) 621-3100

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 9031945 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 S89°52'20"W 2587.79 FEET ALONG THE SECTION LINE AND SOUTH 425.16 FEET FROM THE NORTHEAST QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING TWO (2) COURSES:
1) NORTH 89°57'31" WEST 311.20 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
2) NORTH 00°43'00" EAST 143.19 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
THENCE SOUTH 86°08'00" EAST 341.03 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING: 22,279 SF OR 0.51 ACRES.

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

SURVEYOR

DATE

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE AF191 ANNEXATION.

DATED THIS __ DAY OF _____, __.

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

ATTEST: _____
RECORDER

FINAL LOCAL ENTITY PLAT

AF191 ANNEXATION

AMERICAN FORK CITY

LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY,
UTAH COUNTY, UTAH

SCALE: 1"=100'

8/14/2018

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

ATTACHMENT 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 2019 ("**Effective Date**"), by and between AF 191 ("**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 No. 13:069:0017 ("**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 _____, 2019. 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

Approved as to form by City's attorney 7/11/2018

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

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.

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

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.

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

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

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor 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

Approved as to form by City's attorney 7/11/2018

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

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:
13:069:0017

Water right: 55-1566

Water right: 55-12526

Water right: 55-3449

Water right: 55-3508

Water right: 55-3509

Water right: 55-3576

Water right: 55-3887

Water right: 55-12832

Water right: 55-4321

Water right: 55-6685

Total Acre Feet 296.08

Attachment: AF191 Annexation - Ordinance (AF191 Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on the approval of the AF Penrod Annexation consisting of 10.72 acres at approximately 950 West 620 South, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone and the TOD Zone.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This annexation was started on January 8, 2019, with approval of the Notice of Intent to Annex. The public hearing was held and the initial annexation agreement was approved. All attachments for the annexation agreement have been provided and this annexation is now ready for final approval.

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to approve the AF Penrod Annexation consisting of 10.72 acres at approximately 950 West 620 South, including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the PR 3.0 zone and the TOD zone.

SUPPORTING DOCUMENTS

AF Penrod 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. _____
AF PENROD ANNEXATION (950 WEST 620 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PR-3.0 zone and the TOD zone and subject to the terms and conditions of the AF Penrod 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 9 day of April, 2019.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
County of Utah

I, Lauralee Hill, Deputy 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 9 day of April, 2019.

Lauralee Hill, Deputy Recorder

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

ATTACHMENT 'A'

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 9031945 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 SOUTH 92.27 FEET AND S89°49'04"W 563.88 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING COURSE:
1) NORTH 89°37'41" WEST 369.01 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION,
THENCE NORTH 01°03'29" EAST 784.42 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY;
THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING TWO (2) COURSES:
1) NORTH 46°41'58" EAST 51.71 FEET ALONG THE BOLEY II ANNEXATION,
2) NORTH 519.58 FEET ALONG THE BOLEY II ANNEXATION,
THENCE SOUTH 89°16'09" EAST 324.39 FEET;
THENCE SOUTH 00°49'10" WEST 592.87 FEET;
THENCE SOUTH 36°43'44" EAST 23.83 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY;
THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING COURSE:
1) SOUTH 01°02'47" WEST 725.78 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING: 466,926 SF OR 10.72 ACRES.

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

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

ATTACHMENT 'B'

ANNEXATION AGREEMENT
(*AF Penrod 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 Barry Neil Penrod, Kelly M Penrod, and Denise E Penrod, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately-owned real property constituting the entirety of the *AF Penrod 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. 2019-01-03R 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.

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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 "Low Density Residential" and "Transit Oriented Development". Therefore, the zone classifications attached to the parcels shall be the PR-3.0 zone (which zone district allows for a variety of lot sizes and development styles) and the TOD zone. A map illustrating the zone classifications 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 Transit Oriented Development Neighborhood Collector and 620 South as a Collector. Additionally, the Bike and Pedestrian Master Plan identifies placement of a Cycle Track/Protected Bike Lane and Shared Use Path through the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for these thoroughfares in the location(s) 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 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: Applicants acknowledge that the dedication of water rights is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicants have 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,

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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 XXXXX, XXXXX, American Fork Utah, 84003.

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.

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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

Applicants names

MAYOR

Applicants signatures

ATTEST:

City Recorder

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

Attachment 1

Exhibit "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:

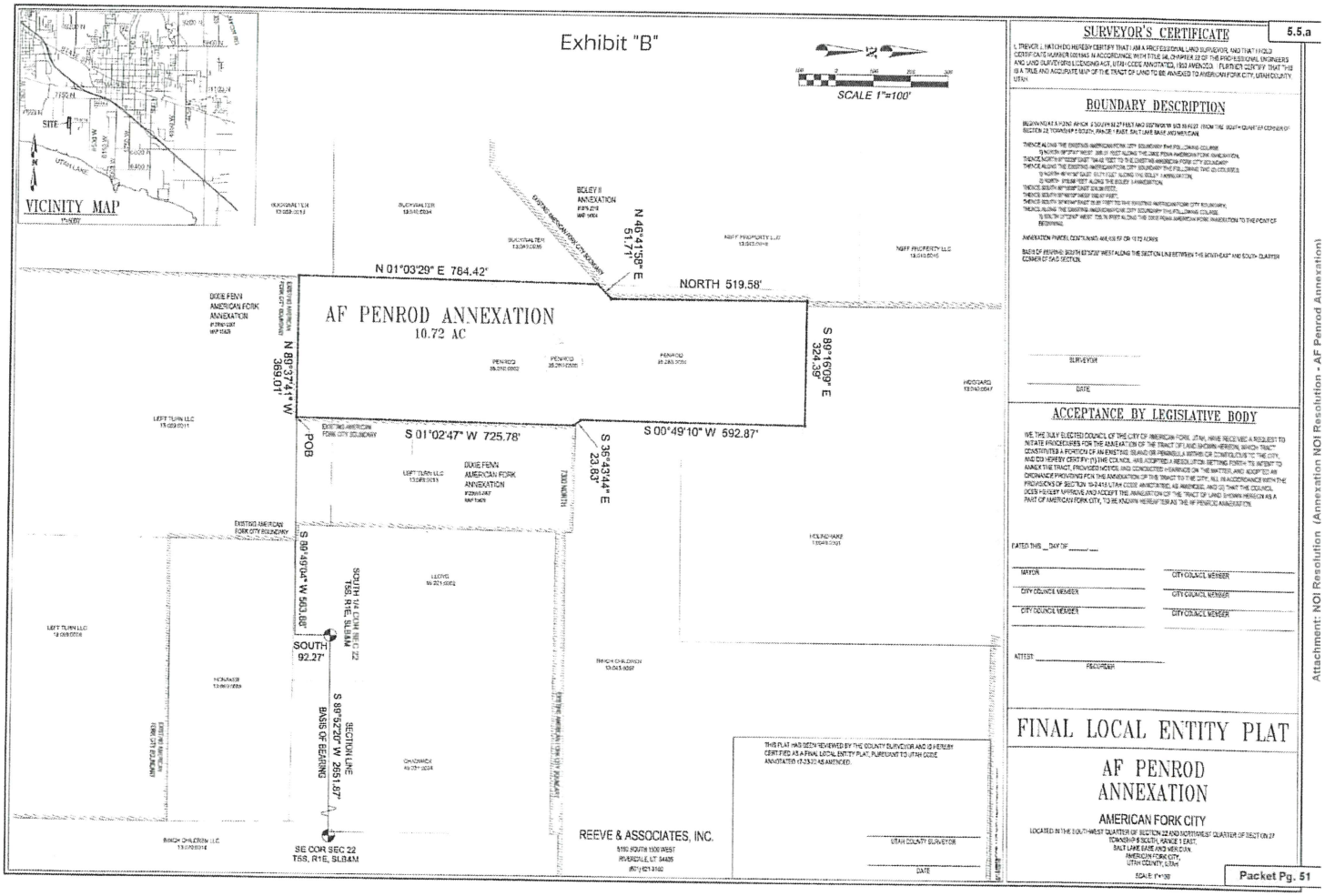
A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
B. The municipality has provided one or more municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
35:280:0001	PENROD, BARRY NEIL	x Barry Penrod
35:280:0002	PENROD, ~~ELIZABETH~~ KELLY M B	x
	PENROD, ~~FRED~~ DENISE E	x

Attachment: NOI Resolution (Annexation NOI Resolution - AF Penrod Annexation)

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

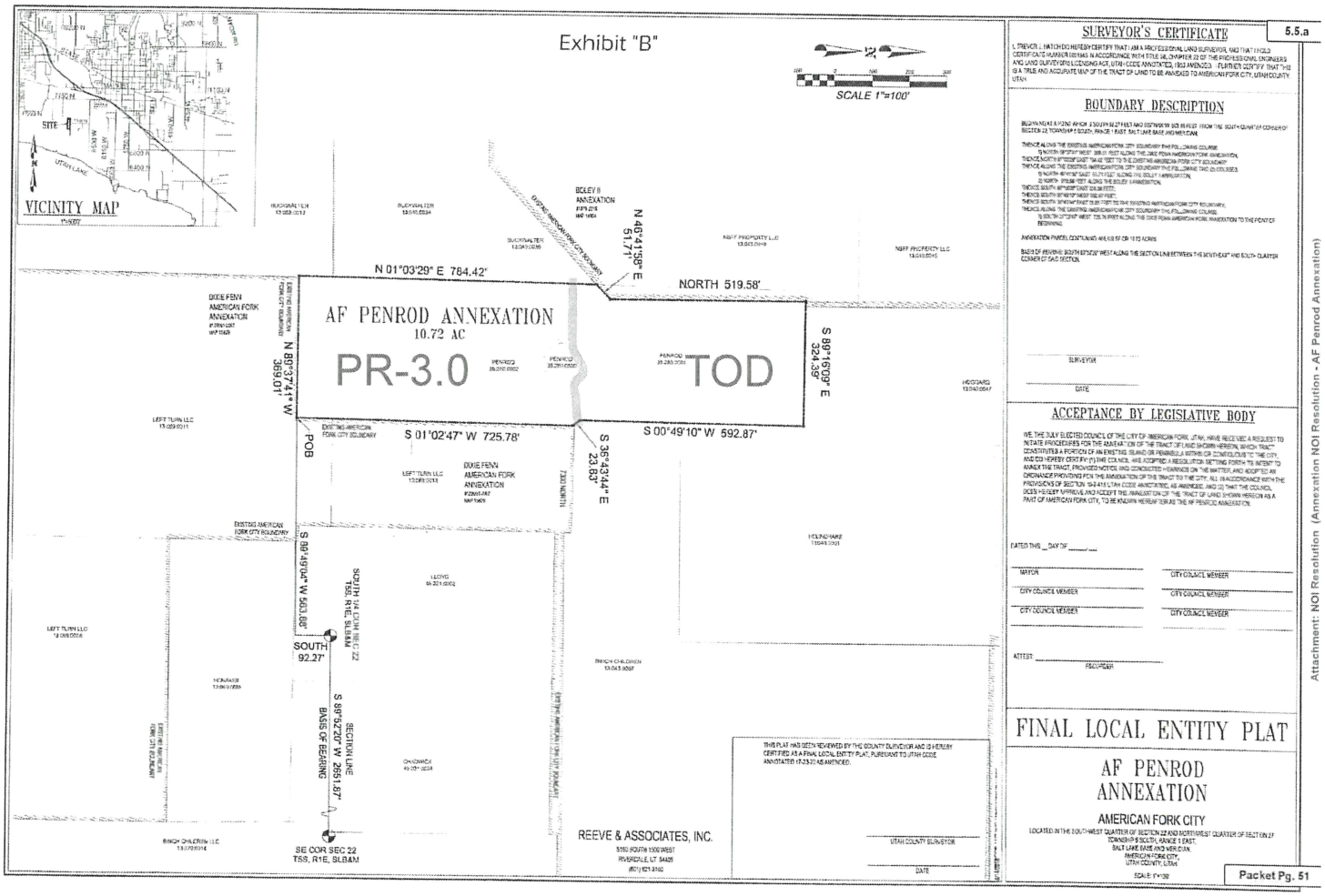
Attachment 2



Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)
Attachment: NOI Resolution (Annexation NOI Resolution - AF Penrod Annexation)

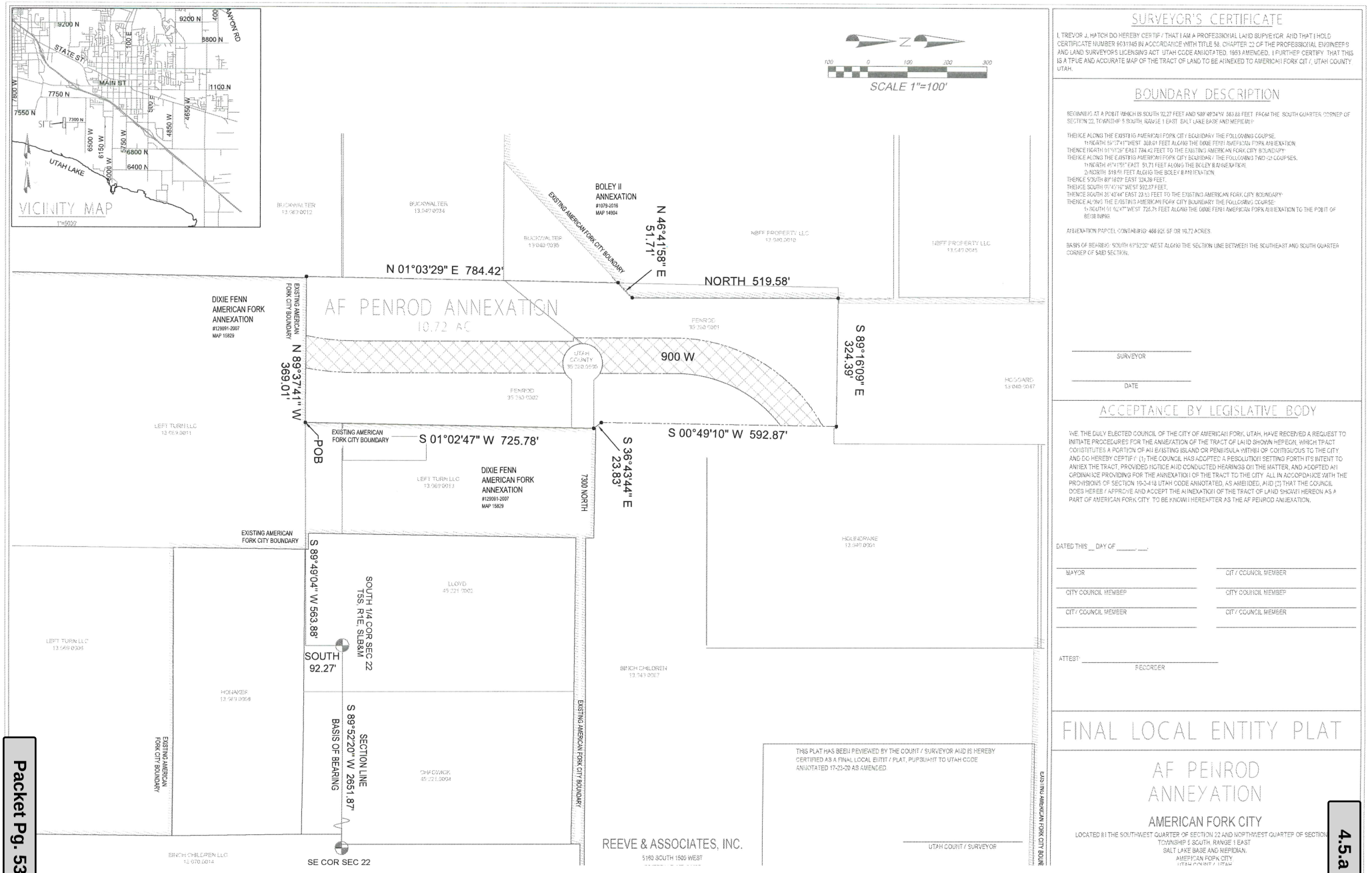
Packet Pg. 51

Attachment 3



Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)
Attachment: NOI Resolution (Annexation NOI Resolution - AF Penrod Annexation)

ATTACHMENT 4



SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NUMBER 9031345 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEER'S AND LAND SURVEYOR'S 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 SOUTH 92.27 FEET AND S89°49'04"W 563.88 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING COURSE;
1) NORTH 89°37'41" WEST 368.01 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION
THENCE NORTH 01°03'29" EAST 784.42 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY;
THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING TWO (2) COURSES;
1) NORTH 46°41'58" EAST 51.71 FEET ALONG THE BOLEY II ANNEXATION
2) NORTH 519.58 FEET ALONG THE BOLEY II ANNEXATION
THENCE SOUTH 89°16'09" EAST 324.39 FEET;
THENCE SOUTH 01°43'16" WEST 592.87 FEET;
THENCE SOUTH 36°43'44" EAST 23.83 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY;
THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING COURSE;
1) SOUTH 01°02'47" WEST 726.78 FEET ALONG THE DIXIE FENN AMERICAN FORK ANNEXATION TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING 466,925 SF OR 10.72 ACRES.

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

SURVEYOR

DATE

ACCEPTANCE BY LEGISLATIVE BODY

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

DATED THIS __ DAY OF _____, ___.

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

ATTEST: _____
RECORDER

FINAL LOCAL ENTITY PLAT

AF PENROD ANNEXATION

AMERICAN FORK CITY

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22 AND NORTHWEST QUARTER OF SECTION
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY
UTAH COUNTY / UTAH

WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003

WARRANTY DEED

(900 WEST)
Utah County

Affecting Tax ID No: 35:280:0001
35:280:0002
Project: AF Penrod Annexation

_____, as Grantor, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of ten (10) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land for the dedication of future 900 West road, situate in Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 00°01'56" East 1103.01 feet and West 559.03 feet from the South Quarter corner said Section 22; and running:

thence along the arc of a 330.50 foot radius curve to the left a distance of 306.30 feet (curve having a central angle of 53°06'00" and a long chord bearing S26°33'09"W 295.45 feet); thence South 00°00'09" West 191.76 feet to a point along the right-of-way line of 7300 North cul-de-sac; thence along said right-of-way the arc of a non-tangent 50.00 foot radius curve to the left a distance of 208.70 feet (curve having a central angle of 239°09'09" and a long chord bearing S00°19'55"W 86.97 feet); thence South 00°00'09" West 532.82 feet; thence along the arc of a 644.00 foot radius curve to the right a distance of 121.04 feet (curve having a central angle of 10°46'08" and a long chord bearing S05°23'13"W 120.86 feet); thence North 89°37'41" West 81.53 feet; thence along the arc of a 564.00 foot radius curve to the left a distance of 120.72 feet (curve having a central angle of 12°15'51" and a long chord bearing N06°08'04"E 120.49 feet); thence North 00°00'09" East 552.55 feet; thence North 89°01'53" West 8.51 feet; thence North 00°00'09" East 258.86 feet; thence along the arc of a 419.50 foot radius curve to the right a distance of 424.28 feet (curve having a central angle of 57°56'55" and a long chord bearing N28°58'36"E 406.43 feet); thence North 57°57'04" East 30.34 feet; thence South 00°49'10" West 107.37 feet to the point of beginning.

The above described parcel contains 104,508 square feet in area or 2.40 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

_____

_____
Type or print name of grantor

STATE OF _____)
) ss.
COUNTY OF _____)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that _he is the _____ of _____, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____ and said _____ acknowledged to me that said corporation executed the same.

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

_____
Notary Public

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

ATTACHMENT 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 2019 ("**Effective Date**"), by and between AF PD ("**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. 35:280:0002; 35:280:0500 & 35:280:0001 ("**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 _____, 2019. 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

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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.

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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.

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

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

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor 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

Approved as to form by City's attorney 7/11/2018

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

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:
135:280:0002, 35:280:0500, 35:280:0001

Water right: 55-1566

Water right: 55-12526

Water right: 55-3449

Water right: 55-3508

Water right: 55-3509

Water right: 55-3576

Water right: 55-3887

Water right: 55-12832

Water right: 55-4321

Water right: 55-6685

Total Acre Feet 296.08

Attachment: AF Penrod Annexation - Ordinance (AF Penrod Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on awarding a Construction Contract for Art Dye Park Expansion Project (PA201802)

SUMMARY RECOMMENDATION Staff recommends approval of the contract for Art Dye Park Expansion Project (PA201802) to J. Lyne Roberts & Sons, Inc.

BACKGROUND The Engineering Division followed a standard procurement process by issuing an invitation for bids (IFB) through the State procurement website, SciQuest. On April 1, 2019, three bids were received for this work, with J. Lyne Roberts & Sons, Inc. being the lowest acceptable bid, based on the criteria in the issued IFB. The project will consist of the construction of approximately 22-acres of property, owned by The City of American Fork, and will include five (5) ball fields with improvements to three (3) existing ball fields and the creation of two (2) new ball fields, one (1) central plaza area, two (2) parking lot areas, and informal soccer green space area.

The bid for the building will be going out soon and is expected to be on the next City Council agenda.

BUDGET IMPACT This contract will be issued as part of the existing Art Dye Parks capital project and is funded through previous PARC tax awards, a PARC tax-backed bond, and qualified park impact fees.

SUGGESTED MOTION Mr. Mayor, I move that we accept the bid submitted by J. Lyne Roberts & Sons, Inc. for the construction of the Art Dye Park Expansion Project, in the amount of $3,359,342.30, and approve the construction contract as presented.

SUPPORTING DOCUMENTS

Council Approval Documents(PDF)

NOTICE OF AWARD

CITY OF AMERICAN FORK
51 East Main Street
AMERICAN FORK, UTAH 84003
PHONE: 801-763-3000

Date: April 10, 2019 Contractor: J. Lyne Roberts & Sons, Inc.
From: City of American Fork

_____
David Bunker, City Administrator

The City of American Fork has considered the bid submitted by the Contractor for the Project, in response to the Invitation to Bid.

The Contractor is hereby notified that the bid received from the Contractor for the Project in the amount of $3,359,342.30 (Base Bid) was accepted by the American Fork Council on the 9th day of April . The Contractor is hereby awarded all or portions of the Project described as:

The project will consist of the construction of approximately 26-acres of property, as owned by The City of American Fork, and will include five (5) ball fields with improvements to three (3) existing ball fields and the creation of two (2) new ball fields, one (1) central plaza area, two (2) parking lot areas, and informal soccer green area. The bidding contractor must have previous experience installing a minimum of three (3) similar sports park complex's in Utah in the past five (5) years.

The Contractor is required to execute and submit a copy each of the Performance Bond, Payment Bond and Certificates of Insurance within (10) ten calendar days of the date of this Notice of Award. If the Contractor fails to execute the Contract and furnish the bonds within the (10) ten calendar days, the City of American Fork shall be entitled to consider all the Contractor's rights arising out of acceptance of the Bid as abandoned which shall result in forfeiture of the bid Guarantee to the City of American Fork. The City of American Fork shall be entitled to such other rights as may be granted by law.

CONTRACTOR ACKNOWLEDGEMENT:
Receipt of this Notice of Award is hereby acknowledged:

Contractor:
By: _____ Date: _____

Title: _____

The Contractor is required to return an acknowledged copy of the Notice to the City of American Fork Recorder's Office.

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

AGREEMENT

THIS AGREEMENT is by and between American Fork ("Owner") and J. Lyne Roberts & Sons, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project will consist of the construction of approximately 26-acres of property, as owned by The City of American Fork, and will include five (5) ball fields with improvements to three (3) existing ball fields and the creation of two (2) new ball fields, one (1) central plaza area, two (2) parking lot areas, and informal soccer green area. The bidding contractor must have previous experience installing a minimum of three (3) similar sports park complex's in Utah in the past five (5) years.

ARTICLE 2 – THE CONTRACTOR

2.01 Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

ARTICLE 3 – THE PROJECT

3.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **American Fork – Art Dye Sports Park**

ARTICLE 4 – ENGINEER

4.01 The Project has been designed by Project Engineering Consultants (PEC), Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

5.02 *Date for Beginning Work*

A. All work for Art Dye Sports Park will only be allowed to start on or after receipt of a signed notice to proceed.

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

5.03 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before, November 20, 2019, and completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before, 3) December 20, 2019.

B. The project will consist of the construction of approximately 26-acres of property, as owned by The City of American Fork, and will include five (5) ball fields with improvements to three (3) existing ball fields and the creation of two (2) new ball fields, one (1) central plaza area, two (2) parking lot areas, and informal soccer green area. The bidding contractor must have previous experience installing a minimum of three (3) similar sports park complex's in Utah in the past five (5) years.

5.04 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 5.01A above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $1,000.00 for each day that expires after the time specified in Paragraph 4.03 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $1,000.00 for each day that expires after the time specified in Paragraph 5.03 above for completion and readiness for final payment until the Work is completed and ready for final payment.

"Rain Days" shall not constitute a justification for a delay due to weather unless considered severe enough between both the Contractor and Owner. However, rain days will be negotiated between the Contractor and Owner after the substantial completion date has passed for a maximum 30 days.

ARTICLE 6 – Contract PriceOwner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 7.01 below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 7.02.1.a and 7.02.1b below. All such payments will be measured by the schedule of values established as provided in Paragraph 15.01 of the General Conditions (and in the case of Unit

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions.

   a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Article 15 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

7.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 8 – INTEREST

8.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of N/A percent per annum.

ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

9.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9.02 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 22 to 28, inclusive).
2. Performance Bond (pages 31 to 32, inclusive).
3. Labor and Materials Payment Bond (pages 33 to 34, inclusive).
4. EJCDC Standard General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 9, inclusive).
6. Specifications as listed in the table of contents
7. Drawings with each sheet bearing the following general title: Art Dye Sports Park
8. Addenda (numbers 1 to 4, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (Bid Form)
    b. Documentation submitted by Contractor prior to Notice of Award (Bid Bond, Contractor's Qualifications and Experience Affidavit, List of Sub Contractors).

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Own nd Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or o eir behalf.

This Agreement will be effective on _____(which is the Effective Date of the Agreement).

OWNER:

American Fork City

By: _____

Title: _____

CONTRACTOR

J. Lyne Roberts & Sons, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

American Fork

51 East Main Street

American Fork, Utah 84003

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

NOTICE TO PROCEED

AMERICAN FORK CITY
51 East Main Street
AMERICAN FORK, UTAH 84003
PHONE: 801-763-3000

DATE: April 10, 2019 CONTRACTOR: J. Lyne Roberts & Sons, Inc.

PROJECT: The project will consist of the construction of approximately 26-acres of property, as owned by The City of American Fork, and will include five (5) ball fields with improvements to three (3) existing ball fields and the creation of two (2) new ball fields, one (1) central plaza area, two (2) parking lot areas, and informal soccer green area. The bidding contractor must have previous experience installing a minimum of three (3) similar sports park complex's in Utah in the past five (5) years.

In accordance with the contract dated _____, the Contractor is hereby notified to begin work on the Project, on or before _____. By that date you are to start performing the Work and your other obligations under the Contract Documents. The date of Final Completion is set forth in the Agreement; it is _____.

Before you may start any Work at the site, you must deliver certificates of insurance, which are required to purchase and maintain in accordance with the Contract Documents.

An acknowledged copy of this Notice must be returned to the OWNER within seven (7) calendar days of this Notice to Proceed.

AMERICAN FORK, UTAH

By: _____ Date: _____
David Bunker
City Administrator

ATTEST: _____
City Recorder

CONTRACTOR ACKNOWLEDGEMENT

Receipt of the Notice to Proceed is hereby acknowledged:

Contractor: J. Lyne Roberts & Sons, Inc.

By: _____

Title: _____

Date: _____

The Contractor is required to return an acknowledged copy of the Notice to Proceed

Attachment: Council Approval Documents (Art Dye Expansion Construction Contract)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on an ordinance amending Section 13.08.294 relating to connecting to the city's culinary water and repealing and replacing Chapter 13.09 relating to the city's pressurized irrigation system.

SUMMARY RECOMMENDATION
City Staff recommend approval of this code change.

BACKGROUND
The State of Utah has recently mandated that all cities must meter their secondary irrigation systems. This code change will mandate that all new PI connections in American Fork will be metered and shall have their meter installed by the developer or builder for the new home or business.

BUDGET IMPACT
None at this time. However, as meters are installed, the city staff will have to begin reading them and collecting the data for reporting.

SUGGESTED MOTION
Move to approve the ordinance amending Section 13.08.294 relating to connecting to the city's culinary water and repealing and replacing Chapter 13.09 relating to the city's pressurized irrigation system.

SUPPORTING DOCUMENTS

PI meter code revision April 2019 (DOCX)
Culinary Water and Pressurized Irrigation Ordinance (DOCX)

CULINARY CODE TO BE REVISED

Sec. 13.08.294. - Responsibilities of city and applicant (user or developer).

A. When connecting to the city's municipal culinary water system, it shall be the responsibility of the city to install the water meter(s) of the appropriate size; to inspect the installation of the service lateral(s) and meter base(s) to ensure conformity with city standards; and to inspect the restored road surface, when applicable.

B. When connecting to the city's municipal culinary water system, it shall be the responsibility of the applicant (developer or user) to tap to the main line (after receiving approval from the City), install corp. stop(s), service lateral(s) and meter base(s) for the property, and restore the road surface, when required.

C. The city council is hereby authorized to pass one or more resolutions establishing policies and procedures to assist in the implementation, administration, and interpretation of the provisions of this section.

D. The city administrator is authorized to adopt written policies, consistent with this section and any resolutions authorized hereunder, to assist in the implementation, administration, and interpretation thereof.

REVISED PI CODE TO INCLUDE PI METER

CHAPTER 13.09 - CITY PRESSURIZED IRRIGATION SYSTEM

Sec. 13.09.010. - Connections and extensions.

All connections made to the pressurized irrigation system after May 1, 2019 shall be metered. Pressurized irrigation water meters shall be installed pursuant to this Chapter. Meters shall be installed per the standard detail created and updated by the Public Works Department. Meter boxes will not be allowed to be located in driveways or other paved areas.

No connection shall be made to the pressurized irrigation system and no extension shall be made to any installation served by the pressurized irrigation system until a permit has been issued by the City. The City shall not issue a permit until the required connection and any required fees have been paid.

All pressurized irrigation system users shall keep their service pipe and connections and other apparatus in good repair and protected from frost at their own expense. But no person, except with the permission of the City shall be allowed to dig into the street, parking strip, sidewalk, or other public property or right-of-way for the purpose of laying, removing, or repairing service pipe. After installation of the meter by the city, at no time shall anyone except city personnel be allowed to open or access the meter cans.

Sec. 13.09.020. - City to have unrestricted access.

The city shall, at all ordinary hours, have unrestricted access to locations supplied with water from the pressurized irrigation system for the purpose of examining the apparatus to ascertain the amount of water used and the manner of its use.

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Attachment: PI meter code revision April 2019 (PI Meter Code Revision)

Sec. 13.09.030. - City not liable for damage.

The city shall not be liable for any damage due to the pressurized irrigation system by reason of stoppage or interruption of the pressurized irrigation supply caused by fires, scarcity of water, accidents to works or mains, alterations, additions, repairs, or from other cause.

Sec. 13.09.040. - Water not for motors.

No water shall be supplied from the pipes of the pressurized irrigation system for the purposes of driving any motor, siphon, turbine, or other wheels, or any hydraulic engines or elevators, or for driving or propelling machinery of any kind, nor shall any license be granted or issued for any such purpose except by express, written permission from the city council.

Sec. 13.09.050. - Connection requirements.

All properties, at the time of development, shall be required to connect to the pressurized irrigation system. Those connecting to the secondary irrigation system are required to do the following:

1. Developer shall install service later and meter can assembly per the detail created by the Public Works Department. No meter cans shall be allowed within driveways or other paved areas.
2. Set up account and pay appropriate fees with Customer Service at the City. Complete the installation permit form.
3. Schedule an installation of the meter with the American Fork Public Works Office, water division. The water division will conduct an inspection at the time of installation.;
4. No dual connections to the culinary water and the PI will be allowed with written permission from the City.

Sec. 13.09.060. - Prohibitions.

1. It shall be prohibited for any pressurized irrigation user to waste water from imperfect stop-taps, valves, leaky joints or pipes. Additionally, water shall not be wasted by allowing water to run continuously from faucets, broken pipes or sprinkler heads, or other apparatus, or to use the water in such a manner as to cause it to overflow into the neighboring yards, property, streets, sidewalks, or in violation of the rules and regulations set forth by resolution for controlling the pressurized irrigation system.
2. It shall be prohibited for any person, after the pressurized irrigation system has been turned off from the premises for either non-payment of utility charges as provided for herein or for violation of the rules and regulations pertaining to the American Fork City water systems, to turn on or allow the water to be turned on or used without authorization from the American Fork City Water Superintendent.
3. It shall be prohibited for any person to destroy, deface, injure, or interfere with the operation of any part, pipe, fixture, appliance, or appurtenance of the pressurized irrigation system.
4. It shall be prohibited for any person to place or introduce into the pressurized irrigation system or any source of water utilized as part of the system, any matter, substance, chemical, or compound without express authorization from the American Fork City Water Superintendent.

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Attachment: PI meter code revision April 2019 (PI Meter Code Revision)

5. It shall be prohibited for any person to connect any part of the pressurized irrigation system to any part of any drinking water (culinary) system creating a cross-connection whereby irrigation water could be introduced into any system that provides drinking (culinary) water.
6. It shall be prohibited for any person to use substantial quantities of water from pressurized irrigation system for the purpose of flood irrigating any property. Except for incidental watering of shrubs, flowers, and other limited use applications, water from the pressurized irrigation system used for irrigation of lawns and gardens must be applied through either a sprinkler or drip irrigation system, including sprinklers attached to garden hoses. "Substantial" as used in this section shall refer to the amount of water usage deemed to be fifty percent more than landscape water rates as published by Utah State University.
7. Any water owned by the landowner for the purpose of use in the American Fork City pressurized irrigation system that has been used to satisfy the water requirements of this title, shall not be removed or transferred to another location/entity without the written approval of American Fork City. If any such water is removed or transferred, the landowner's connection to the American Fork City pressurized irrigation system will be charged at the residential rate and not the residential shareholder rate from the period that the water shares were transferred. The city will have the right to back bill the customer the residential rate, if it is discovered by auditing the American Fork Irrigation Company's records that the customer has been charged the shareholder rate when the residential rate should have been charged because the transfer to another entity and the customer did not notify the city.
8. It shall be prohibited for the owner or occupant of any property served by the pressurized irrigation system, or any user thereof, to permit any person from other premises, or any unauthorized persons, to use or obtain water regularly from the premises or pressurized irrigation fixtures.
9. Once the owner or occupant of any property connects to the pressurized irrigation system, it shall be prohibited to terminate the pressurized irrigation water without also terminating the culinary water, in an effort to avoid cross-contamination of the water sources.

Sec. 13.09.070. - Water service outside the city limits.

Property located outside the city limits may connect to the pressurized irrigation system, subject to approval of the Public Works Director. Such users outside the city limits shall pay increased fees for such service as set forth by resolution.

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Sec. 13.09.080. - Failure to pay for service.

If the owner of any of the premises fails to pay the required fees and charges applicable to the pressurized irrigation system, and/or violates any provisions of this section, the city may cause the culinary water or pressurized irrigation water to be shut off from the premises, and the city shall not be required to turn the utility on again until all arrears and the reconnection fee are paid in full.

Sec. 13.09.090. - Shut-off valve.

Persons connecting to the pressurized irrigation system shall be required to provide and install a valve independent of the city's shut-off valve with which they may control the pressurized

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irrigation service to their premises. At no time will a person be allowed to tamper with or operate the city's shut-off valve unless acting under the direction of the water superintendent.

Sec. 13.09.100. - Regulation of water usage.

The city council may, by resolution, regulate, restrict, or limit the use of water during water shortage periods and shall have the power to enact any necessary regulations as circumstances may require to protect the city's water supply.

Sec. 13.09.110. – Application for, terms of, and payment for service.

1. *Application.*

A. Any property owner desiring and/or requiring a supply of pressurized irrigation water from the city where such services are available shall apply therefore to the city and shall comply with all other city requirements before the services will be provided.

B. Additional terms of service are as follows:

PRESSURIZED IRRIGATION SYSTEM CONNECTION TERMS

1. *Commitment for Service:* The City intends to deliver and make available to the Water-user untreated water from the system owned and operated by the City at the point identified as the delivery point. The water shall be for utilization by the Water-user for non-potable purpose upon, and only upon, the property owned or resided in by the Water-user. The City is obligated to maintain the pressurized irrigation system ("System") from the primary lateral connection in the street through the primary pressurized irrigation box located on the property.

2. *Water Quality:* The water being delivered through the System has not had any treatment or chemical modification with the intent of using the water for potable or consumptive use. It is the obligation and responsibility of the Water-user to ensure that the water herein delivered is not used for, or in any way intended to be used for, consumptive or potable use by the Water-user.

3. *Water-User's Maintenance Obligation:* Water-user shall keep their facilities related to delivering the water onto their own property in good repair and protected from the elements at their own expense. The user shall not excavate or otherwise attempt to enter upon the city streets, parking strips, sidewalks, or other public right-of-way for the purpose of laying, removing or repairing any service pipe or apparatus related to the System.

4. *Maintenance Access:* The City shall at all reasonable times have access to the property supplied with water from the System for the purpose of examining the facilities and apparatus to ascertain the water use, quantity, manner of use, or any related information.

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Attachment: PI meter code revision April 2019 (PI Meter Code Revision)

5. *Water Rates:* The rate schedule is subject to adjustment, modification and change by the City in accordance with its policies to ensure the integrity, maintenance, operation and replacement of the System.

6. *Unauthorized Use:* Water-user is prohibited from allowing the water delivered to the Water-user to be available to any other person or premises or any other unauthorized uses beyond the non-potable uses on the Water-user's property.

7. *Delinquent Payment/Termination of Service:* Water-user's failure to pay for the water use charges as specified in the rate schedule subjects the Water-user to termination of service by the City. Further, any attempt to utilize the system after such termination shall be deemed to be a violation of American Fork City ordinance and only upon payment in full of all unpaid charges and reconnection fee shall the water service be resumed. Moreover, the City may utilize any and all methods of collection for delinquent accounts pursuant to ordinance.

8. *Restriction on Use:* The City has the authority to determine the extent of use, the quantity of use, and the scheduling of use of the System. In the event it is determined that the water usage needs to be scheduled, restricted or otherwise limited in order to meet the demands from all water users due to the demands on the System caused by drought, mechanical failure or other reasons, Water-user shall abide by such restrictions and limitations.

9. *Prohibitions:*

   - Water-user shall not connect any part of the Secondary Irrigation System to any part of the culinary water system.
   - Water-user shall not waste water or allow water to be wasted by improperly maintained facilities, (valves, joints or pipes.) Water-user shall not cause waste of water by allowing unreasonable water flow into neighboring yards, property or streets. Flood irrigation from pressurized irrigation lines is prohibited, unless authorized by the City pursuant to the terms of the agreement with the American Fork Irrigation Company. The Water-user shall not allow waste water from flood irrigation to flow onto the City streets.
   - Water-user shall not turn on or allow the water to be turned on or used without authorization from American Fork City.
   - Water-user shall not destroy, deface, injure, or interfere with the operation of any part, pipe, fixture, appliance or appurtenance of the System.
   - Water-user shall not place or introduce into the System or any source of water utilized as part of the System, any matter, substance, chemical, or compound without express authorization from the American Fork City.
   - Water-user shall not permit any person from other premises, or any unauthorized persons, to use or obtain water from Water-user's connection to the System.
   - Once connected to the System, Water-user cannot disconnect without also disconnecting from the culinary water system as well.

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10. Once a connection is made to the City's pressurized irrigation system for the benefit of the property it may not be disconnected from the system.

11. *Penalty*. Water-user further acknowledges failure to abide by the terms of this Agreement could result in civil or criminal penalties pursuant to ordinance.

C. In addition to the terms listed above for connection to the pressurized irrigation system, the following provisions shall be added for residential irrigation shareholders:

If the American Fork Irrigation Company (AFIC) shareholder keeps the shares committed to the American Fork water system, such shareholders are entitled to the discounted rate; however, if the AFIC shareholder sells or otherwise conveys its interest in the committed water shares to another entity, the AFIC shareholder shall no longer qualify for the discounted rate provided by resolution.

If an AFIC shareholder receives an "up-size" water connection from the city, then the shareholder must commit a minimum amount of shares to the system for at least three years. If the AFIC shareholder fails to commit said shares for at least three years, then the shareholder must reimburse the city for the cost of the "up-size" water connection.

Applicant must provide number of irrigation shares they are committing to the American Fork water system along with certificate number(s), parcel number and lot size.

2. *Payment of services*. Statement of Costs—Remedies for delinquent payments.

A. The city shall, at such times as required by the city council, mail (or cause to be mailed) a written statement ("utility bill") to each person or business receiving pressurized irrigation water, stating the amount of the utility bill assessed against such person or business, and when and where the same is payable.

B. If any person or business neglects, refuses or fails to pay such bill in full, as assessed by the city, within twenty days from the date of such statement, the treasurer is authorized and empowered to have the utility services (including culinary water and secondary water) disconnected and/or terminated in accordance with the provisions of this Code and the laws of the State of Utah, until such time as all delinquent utility charges [including any accrued late fee(s) and/or interest] are paid in full, plus any applicable reconnection fee as shall be set from time to time by resolution of the city council.

C. The city treasurer is authorized and empowered to enforce (or cause to be enforced) the payment of all delinquent utility charges (1) by an action at law, in the name of the city; and/or (2) by such other remedy or remedies as the city may have at law and/or in equity to enforce the terms of this agreement referenced in and as provided in Section 13.04.010 and Section 13.04.020 of this Code, and/or as otherwise provided by applicable law, ordinance, resolution, rule and/or regulation of the State of Utah and/or the City of American Fork. Such remedies are cumulative, and the exercise by the city of a particular remedy or remedies deemed necessary thereby for the collection of such delinquent amounts.

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D. Any utility account for which the bill has not been paid in full, by the due date for such payment, shall be considered delinquent and shall be subject to the assessment of a late fee. The late fee for any given month for which a payment is late shall be ten percent of the amount of that month's bill. A bill shall be considered late as of 8:00 a.m. the day following the due date for such utility bill payment. No late charge shall be assessed if the utility bill is paid in full prior to the date that the city has commenced the process (including data input) for preparing and sending out the utility bill for the next billing cycle.

Sec. 13.09.120. - Pressurized irrigation rates.

The pressurized irrigation rates for supply of secondary irrigation water from the city's system will be fixed and established by resolution of the city council.

As deemed necessary by the City, the City may, at times, adopt a conservation schedule and require conservation measures to be adhered to during times of drought or limited supply.

Sec. 13.09.140. - Appeal.

Any person or entity purporting to be unfairly dealt with, suffering and hardship, or otherwise aggrieved by the provisions of this chapter shall be entitled to appeal to the city council, which shall have the power to resolve any hardships or grievances under any of the provisions hereof.

Sec. 13.09.150. - Penalties.

Any party who fails to pay for services may be subject to the immediate disconnection of water services. Any party who damages or misuses the pressurized irrigation system, or otherwise fails to comply with this chapter may be subject to the following penalties:

1. Immediate termination or disconnection of services; and/or
2. If water-user is over-using the pressurized irrigation water, the city reserves the right to place a meter on the water-user's property whereby the water-user shall pay for actual pressurized irrigation water usage; and/or
3. In the event a person's actions impede the function of the pressurized irrigation water system, that person shall be guilty of a Class C misdemeanor, and upon final conviction thereof, shall be fined a sum not to exceed five hundred dollars, in addition to any other applicable criminal penalties.

Sec. 13.09.160 – Responsibilities of city and applicant (user or developer).

A. When connecting to the city's municipal pressurized irrigation water system, it shall be the responsibility of the city to install the pressurized irrigation water meter(s) of the appropriate

Deleted: Sec. 13.09.130. - Water conservation. American Fork Pressurized Irrigation water user encouraged to wisely use this important resource the projected increase in population, coupled wi improving economy bringing more jobs to Utah the demand for water is expected to increase. Th demand cannot be met without increasing water conservation efforts. Water conservation is a sus strategy that allows for population and economic while meeting the increased demands for water. competition for water increases and supply beco more uncertain, implementing conservation mea will help ensure the city of American Fork's eco viability in the decades to come while preservin environment.

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Attachment: PI meter code revision April 2019 (PI Meter Code Revision)

size; to inspect the installation of the service lateral(s) and meter base(s) to ensure conformity with city standards; and to inspect the restored road surface, when applicable.

B. When connecting to the city's municipal pressurized irrigation water system, it shall be the responsibility of the applicant (developer or user) to tap to the mainline (after receiving approval from the City), install corp. stop(s), curb stop(s), service lateral(s) and meter base(s) for the property, and restore the road surface, when required.

C. The city council is hereby authorized to pass one or more resolutions establishing policies and procedures to assist in the implementation, administration, and interpretation of the provisions of this section.

D. The city administrator is authorized to adopt written policies, consistent with this section and any resolutions authorized hereunder, to assist in the implementation, administration, and interpretation thereof.

Attachment: PI meter code revision April 2019 (PI Meter Code Revision)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.08.294 OF THE AMERICAN FORK MUNICIPAL CODE RELATING TO CULINARY WATER CONNECTIONS AND REPEALING AND REPLACING CHAPTER 13.09 ENTITLED CITY PRESSURIZED IRRIGATION SYSTEM.

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

WHEREAS, the Utah State Legislature recently passed a state law mandating that all cities must meter their pressurized irrigation systems and this amendment will mandate all new pressurized irrigation connections in American Fork to be metered.

NOW THEREFORE BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF AMERICAN FORK CITY, UTAH, THAT SECTION 13.08.294 OF THE AMERICAN FORK MUNICIPAL CODE RELATING TO CULINARY WATER CONNECTIONS BE AMENDED AND THAT CHAPTER 13.09 ENTITLE PRESSURIZED IRRIATION SYSTEMS BE REPEALED AND REPLACED AS FOLLOWS:

1. Section 13.08.294 shall be amended to read as follows:

Sec. 13.08.294. - Responsibilities of city and applicant (user or developer).

A. When connecting to the city's municipal culinary water system, it shall be the responsibility of the city to install the water meter(s) of the appropriate size; to inspect the installation of the service lateral(s) and meter base(s) to ensure conformity with city standards; and to inspect the restored road surface, when applicable.

B. When connecting to the city's municipal culinary water system, it shall be the responsibility of the applicant (developer or user) to tap to the main line (after receiving approval from the City), install corp. stop(s), service lateral(s) and meter base(s) for the property, and restore the road surface, when required.

C. The city council is hereby authorized to pass one or more resolutions establishing policies and procedures to assist in the implementation, administration, and interpretation of the provisions of this section.

D. The city administrator is authorized to adopt written policies, consistent with this section and any resolutions authorized hereunder, to assist in the implementation, administration, and interpretation thereof.

2. Chapter 13.09 shall be repealed and replaced with the following:

CHAPTER 13.09 - CITY PRESSURIZED IRRIGATION SYSTEM

Attachment: Culinary Water and Pressurized Irrigation Ordinance (PI Meter Code Revision)

Sec. 13.09.010. - Connections and extensions.

All connections made to the pressurized irrigation system after May 1, 2019 shall be metered. Pressurized irrigation water meters shall be installed pursuant to this Chapter. Meters shall be installed per the standard detail created and updated by the Public Works Department. Meter boxes will not be allowed to be located in driveways or other paved areas.

No connection shall be made to the pressurized irrigation system and no extension shall be made to any installation served by the pressurized irrigation system until a permit has been issued by the City. The City shall not issue a permit until the required connection and any required fees have been paid.

All pressurized irrigation system users shall keep their service pipe and connections and other apparatus in good repair and protected from frost at their own expense. But no person, except with the permission of the City shall be allowed to dig into the street, parking strip, sidewalk, or other public property or right-of-way for the purpose of laying, removing, or repairing service pipe. After installation of the meter by the city, at no time shall anyone except city personnel be allowed to open or access the meter cans.

Sec. 13.09.020. - City to have unrestricted access.

The city shall, at all ordinary hours, have unrestricted access to locations supplied with water from the pressurized irrigation system for the purpose of examining the apparatus to ascertain the amount of water used and the manner of its use.

Sec. 13.09.030. - City not liable for damage.

The city shall not be liable for any damage due to the pressurized irrigation system by reason of stoppage or interruption of the pressurized irrigation supply caused by fires, scarcity of water, accidents to works or mains, alterations, additions, repairs, or from other cause.

Sec. 13.09.040. - Water not for motors.

No water shall be supplied from the pipes of the pressurized irrigation system for the purposes of driving any motor, siphon, turbine, or other wheels, or any hydraulic engines or elevators, or for driving or propelling machinery of any kind, nor shall any license be granted or issued for any such purpose except by express, written permission from the city council.

Sec. 13.09.050. - Connection requirements.

All properties, at the time of development, shall be required to connect to the pressurized irrigation system. Those connecting to the secondary irrigation system are required to do the following:

1. Developer shall install service later and meter can assembly per the detail created by the Public Works Department. No meter cans shall be allowed within driveways or other paved areas.
2. Set up account and pay appropriate fees with Customer Service at the City. Complete the installation permit form.

3. Schedule an installation of the meter with the American Fork Public Works Office, water division. The water division will conduct an inspection at the time of installation.;

4. No dual connections to the culinary water and the PI will be allowed with written permission from the City.

Sec. 13.09.060. - Prohibitions.

1. It shall be prohibited for any pressurized irrigation user to waste water from imperfect stop-taps, valves, leaky joints or pipes. Additionally, water shall not be wasted by allowing water to run continuously from faucets, broken pipes or sprinkler heads, or other apparatus, or to use the water in such a manner as to cause it to overflow into the neighboring yards, property, streets, sidewalks, or in violation of the rules and regulations set forth by resolution for controlling the pressurized irrigation system.

2. It shall be prohibited for any person, after the pressurized irrigation system has been turned off from the premises for either non-payment of utility charges as provided for herein or for violation of the rules and regulations pertaining to the American Fork City water systems, to turn on or allow the water to be turned on or used without authorization from the American Fork City Water Superintendent.

3. It shall be prohibited for any person to destroy, deface, injure, or interfere with the operation of any part, pipe, fixture, appliance, or appurtenance of the pressurized irrigation system.

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6. It shall be prohibited for any person to use substantial quantities of water from pressurized irrigation system for the purpose of flood irrigating any property. Except for incidental watering of shrubs, flowers, and other limited use applications, water from the pressurized irrigation system used for irrigation of lawns and gardens must be applied through either a sprinkler or drip irrigation system, including sprinklers attached to garden hoses. "Substantial" as used in this section shall refer to the amount of water usage deemed to be fifty percent more than landscape water rates as published by Utah State University.

7. Any water owned by the landowner for the purpose of use in the American Fork City pressurized irrigation system that has been used to satisfy the water requirements of this title, shall not be removed or transferred to another location/entity without the written approval of American Fork City. If any such water is removed or transferred, the landowner's connection to the American Fork City pressurized irrigation system will be charged at the residential rate and not the residential shareholder rate from the period that the water shares were transferred. The city will have the right to back bill the customer the residential rate, if it is discovered by auditing the American Fork Irrigation Company's records that the customer has been charged the shareholder rate when the residential rate should have been charged because the transfer to another entity and the customer did not notify the city.

8. It shall be prohibited for the owner or occupant of any property served by the pressurized irrigation system, or any user thereof, to permit any person from other premises, or any unauthorized persons, to use or obtain water regularly from the premises or pressurized irrigation fixtures.

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Persons connecting to the pressurized irrigation system shall be required to provide and install a valve independent of the city's shut-off valve with which they may control the pressurized irrigation service to their premises. At no time will a person be allowed to tamper with or operate the city's shut-off valve unless acting under the direction of the water superintendent.

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The city council may, by resolution, regulate, restrict, or limit the use of water during water shortage periods and shall have the power to enact any necessary regulations as circumstances may require to protect the city's water supply.

Sec. 13.09.110. – Application for, terms of, and payment for service.

1. *Application.*

   A. Any property owner desiring and/or requiring a supply of pressurized irrigation water from the city where such services are available shall apply therefore to the city and shall comply with all other city requirements before the services will be provided.

   B. Additional terms of service are as follows:

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   1. *Commitment for Service:* The City intends to deliver and make available to the Water-user untreated water from the system owned and operated by the City at the point identified as the delivery point. The water shall be for utilization by the Water-

user for non-potable purpose upon, and only upon, the property owned or resided in by the Water-user. The City is obligated to maintain the pressurized irrigation system ("System") from the primary lateral connection in the street through the primary pressurized irrigation box located on the property.

2. *Water Quality:* The water being delivered through the System has not had any treatment or chemical modification with the intent of using the water for potable or consumptive use. It is the obligation and responsibility of the Water-user to ensure that the water herein delivered is not used for, or in any way intended to be used for, consumptive or potable use by the Water-user.

3. *Water-User's Maintenance Obligation:* Water-user shall keep their facilities related to delivering the water onto their own property in good repair and protected from the elements at their own expense. The user shall not excavate or otherwise attempt to enter upon the city streets, parking strips, sidewalks, or other public right-of-way for the purpose of laying, removing or repairing any service pipe or apparatus related to the System.

4. *Maintenance Access:* The City shall at all reasonable times have access to the property supplied with water from the System for the purpose of examining the facilities and apparatus to ascertain the water use, quantity, manner of use, or any related information.

5. *Water Rates:* The rate schedule is subject to adjustment, modification and change by the City in accordance with its policies to ensure the integrity, maintenance, operation and replacement of the System.

6. *Unauthorized Use:* Water-user is prohibited from allowing the water delivered to the Water-user to be available to any other person or premises or any other unauthorized uses beyond the non-potable uses on the Water-user's property.

7. *Delinquent Payment/Termination of Service:* Water-user's failure to pay for the water use charges as specified in the rate schedule subjects the Water-user to termination of service by the City. Further, any attempt to utilize the system after such termination shall be deemed to be a violation of American Fork City ordinance and only upon payment in full of all unpaid charges and reconnection fee shall the water service be resumed. Moreover, the City may utilize any and all methods of collection for delinquent accounts pursuant to ordinance.

8. *Restriction on Use:* The City has the authority to determine the extent of use, the quantity of use, and the scheduling of use of the System. In the event it is determined that the water usage needs to be scheduled, restricted or otherwise limited in order to meet the demands from all water users due to the demands on the System caused by drought, mechanical failure or other reasons, Water-user shall abide by such restrictions and limitations.

9. *Prohibitions:*

   - Water-user shall not connect any part of the Secondary Irrigation System to any part of the culinary water system.

- Water-user shall not waste water or allow water to be wasted by improperly maintained facilities, (valves, joints or pipes.) Water-user shall not cause waste of water by allowing unreasonable water flow into neighboring yards, property or streets. Flood irrigation from pressurized irrigation lines is prohibited, unless authorized by the City pursuant to the terms of the agreement with the American Fork Irrigation Company. The Water-user shall not allow waste water from flood irrigation to flow onto the City streets.
- Water-user shall not turn on or allow the water to be turned on or used without authorization from American Fork City.
- Water-user shall not destroy, deface, injure, or interfere with the operation of any part, pipe, fixture, appliance or appurtenance of the System.
- Water-user shall not place or introduce into the System or any source of water utilized as part of the System, any matter, substance, chemical, or compound without express authorization from American Fork City.
- Water-user shall not permit any person from other premises, or any unauthorized persons, to use or obtain water from Water-user's connection to the System.
- Once connected to the System, Water-user cannot disconnect without also disconnecting from the culinary water system as well.

10. Once a connection is made to the City's pressurized irrigation system for the benefit of the property it may not be disconnected from the system.

11. *Penalty*. Water-user further acknowledges failure to abide by the terms of this Agreement could result in civil or criminal penalties pursuant to ordinance.

C. In addition to the terms listed above for connection to the pressurized irrigation system, the following provisions shall be added for residential irrigation shareholders:

If the American Fork Irrigation Company (AFIC) shareholder keeps the shares committed to the American Fork water system, such shareholders are entitled to the discounted rate; however, if the AFIC shareholder sells or otherwise conveys its interest in the committed water shares to another entity, the AFIC shareholder shall no longer qualify for the discounted rate provided by resolution.

If an AFIC shareholder receives an "up-size" water connection from the city, then the shareholder must commit a minimum amount of shares to the system for at least three years. If the AFIC shareholder fails to commit said shares for at least three years, then the shareholder must reimburse the city for the cost of the "up-size" water connection.

Applicant must provide number of irrigation shares they are committing to the American Fork water system along with certificate number(s), parcel number and lot size.

2. *Payment of services.* Statement of Costs—Remedies for delinquent payments.

A. The city shall, at such times as required by the city council, mail (or cause to be mailed) a written statement ("utility bill") to each person or business receiving pressurized irrigation water, stating the amount of the utility bill assessed against such person or business, and when and where the same is payable.

B. If any person or business neglects, refuses or fails to pay such bill in full, as assessed by the city, within twenty days from the date of such statement, the treasurer is authorized and empowered to have the utility services (including culinary water and secondary water) disconnected and/or terminated in accordance with the provisions of this Code and the laws of the State of Utah, until such time as all delinquent utility charges [including any accrued late fee(s) and/or interest] are paid in full, plus any applicable reconnection fee as shall be set from time to time by resolution of the city council.

C. The city treasurer is authorized and empowered to enforce (or cause to be enforced) the payment of all delinquent utility charges (1) by an action at law, in the name of the city; and/or (2) by such other remedy or remedies as the city may have at law and/or in equity to enforce the terms of this agreement referenced in and as provided in Section 13.04.010 and Section 13.04.020 of this Code, and/or as otherwise provided by applicable law, ordinance, resolution, rule and/or regulation of the State of Utah and/or the City of American Fork. Such remedies are cumulative, and the exercise by the city of a particular remedy or remedies deemed necessary thereby for the collection of such delinquent amounts.

D. Any utility account for which the bill has not been paid in full, by the due date for such payment, shall be considered delinquent and shall be subject to the assessment of a late fee. The late fee for any given month for which a payment is late shall be ten percent of the amount of that month's bill. A bill shall be considered late as of 8:00 a.m. the day following the due date for such utility bill payment. No late charge shall be assessed if the utility bill is paid in full prior to the date that the city has commenced the process (including data input) for preparing and sending out the utility bill for the next billing cycle.

Sec. 13.09.120. - Pressurized irrigation rates.

The pressurized irrigation rates for supply of secondary irrigation water from the city's system will be fixed and established by resolution of the city council.

As deemed necessary by the City, the City may, at times, adopt a conservation schedule and require conservation measures to be adhered to during times of drought or limited supply.

Sec. 13.09.140. - Appeal.

Any person or entity purporting to be unfairly dealt with, suffering and hardship, or otherwise aggrieved by the provisions of this chapter shall be entitled to appeal to the city council, which shall have the power to resolve any hardships or grievances under any of the provisions hereof.

Sec. 13.09.150. - Penalties.

Any party who fails to pay for services may be subject to the immediate disconnection of water services. Any party who damages or misuses the pressurized irrigation system, or otherwise fails to comply with this chapter may be subject to the following penalties:

1. Immediate termination or disconnection of services; and/or
2. If water-user is over-using the pressurized irrigation water, the city reserves the right to place a meter on the water-user's property whereby the water-user shall pay for actual pressurized irrigation water usage; and/or
3. In the event a person's actions impede the function of the pressurized irrigation water system, that person shall be guilty of a Class C misdemeanor, and upon final conviction thereof, shall be fined a sum not to exceed five hundred dollars, in addition to any other applicable criminal penalties.

Sec. 13.09.160 – Responsibilities of city and applicant (user or developer).

A. When connecting to the city's municipal pressurized irrigation water system, it shall be the responsibility of the city to install the pressurized irrigation water meter(s) of the appropriate size; to inspect the installation of the service lateral(s) and meter base(s) to ensure conformity with city standards; and to inspect the restored road surface, when applicable.

B. When connecting to the city's municipal pressurized irrigation water system, it shall be the responsibility of the applicant (developer or user) to tap to the mainline (after receiving approval from the City), install corp. stop(s), curb stop(s), service lateral(s) and meter base(s) for the property, and restore the road surface, when required.

C. The city council is hereby authorized to pass one or more resolutions establishing policies and procedures to assist in the implementation, administration, and interpretation of the provisions of this section.

D. The city administrator is authorized to adopt written policies, consistent with this section and any resolutions authorized hereunder, to assist in the implementation, administration, and interpretation thereof.

SEVERABILITY. If any provision or clause of this Chapter or its application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses, or

applications which can be implemented without the invalid provision, clause, or application. To this end, the provisions of this chapter are declared to be severable.

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

Passed by the American Fork City Council this 9 day of April, 2019.

_____

BRADLEY J. FROST
Mayor

ATTEST:

_____

LAURALEE HILL
Deputy Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on approval of the City's Communication Policy.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This policy applies to staff and elected officials and shall be adhered to as stated in the personnel Policy manual, Ch 8, Sec L, 2. The intent of the policy to help the City remain responsive, transparent, and better serve customers through a variety of methods to the public and media. As the policy states, “All employees and everyone connected with the organization are advised that physical and electronic communication provided by American Fork City are City property and their purpose is to facilitate and support City business. All users have the responsibility to use these resources in a professional, ethical, and lawful manner. To ensure that all employees and elected officials are responsible, the following guidelines have been established. No policy can set rules to cover every possible situation. Instead, it is designed to set forth general principles.”

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to adopt the City’s Communication Policy.

SUPPORTING DOCUMENTS

Social Media Policy v4 4.3.2019 (DOCX)

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American Fork City Communications Policy

Policy Purpose Statement

To remain responsive, transparent, and better serve customers, American Fork City encourages transparency and communication through a variety of methods to the public and media.

All employees and everyone connected with the organization are advised that physical and electronic communication provided by American Fork City are City property and their purpose is to facilitate and support City business. All users have the responsibility to use these resources in a professional, ethical, and lawful manner.

To ensure that all employees and elected officials are responsible, the following guidelines have been established. No policy can set rules to cover every possible situation. Instead, it is designed to set forth general principles.

Authorization

The City Administrator or designee has the authority to carry out this policy and act as the City Public Information Officer or "City PIO" for American Fork City and shall be responsible for the implementation of these policies. When the City PIO is unavailable, one of the authorized spokespersons shall be designated as the "Acting City PIO."

Definitions

Authorized Spokesperson – An employee in a specific department who would serve as the key drafter of public information and media relations contact for that department. This spokesperson would be available to field media inquiries and discuss information about his/her department. In addition, this spokesperson would inform the PIO of media contacts (and what information was shared) or to assist the PIO in disseminating information to employees and the public.

City Communication Pieces (Communication Pieces) - All communication pieces including but not limited to brochures, newsletters, advertisements, posters, postcards, flyers, etc. that are externally distributed to the public.

City Public Information Officer (PIO) – The central contact person who facilitates the dissemination of official City information through City sources or the media or documents discussions with the media about City issues or functions. This employee

Attachment: Social Media Policy v4 4.3.2019 (Communication Policy)

would also coordinate media contacts regarding citywide issues and unpublicized City plans. Unless designated otherwise, the City Administrator is this Officer.

City Staff – Regular and non-regular contract employees of American Fork City and volunteers, excluding elected and appointed officials.

Social Media - An umbrella term that defines the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or collaborations of individuals can create web, organize, edit or comment on, combine, and share web content. Social media services and uses many technologies and forms, including but not limited to RSS and other syndicated web feeds, blogs, wikis, photo sharing, video sharing, podcasting, social bookmarking, mashups, widgets, virtual worlds, and micro-blogs.

Media Inquiries

1. The press should be treated like a customer of the City and all City staff or officials who engage with the press shall do so in a courteous, polite and professional manner.

2. Media inquiries received by City staff not designated as an authorized spokesperson will be referred immediately to their department head, or authorized department spokesperson. If the inquiry relates directly to a department issue and is not controversial or sensitive in nature, the department head, or authorized department spokesperson, may respond, or have one of their staff respond. However, in all cases the department head will inform the City PIO of the media inquiry.

3. In the event of a controversial or sensitive media inquiry (i.e. an inquiry that may be reasonably estimated to make a news headline), the department head, or authorized department spokesperson, will immediately forward the media contact to the City PIO or designee for response.

4. Inquiries from the news media are given a high priority by American Fork City and should be responded to as quickly and efficiently as possible. Every effort should be made to meet media deadlines and to ensure that all information released is accurate and complete.

5. When contacted by the City PIO for information to respond to a media inquiry, all department heads, or authorized department spokesperson, shall immediately

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provide the City PIO the most accurate and complete information available for the response.

6. If the City PIO determines that a response to the media can best be achieved by having someone with more background or expertise speak for the City on a particular topic, he or she may designate one of the authorized spokespersons to assist with or give the City's response. Some of the designated personnel include, but are not limited to, the following:

    1. Mayor and Councilmembers
    2. City Administrator
    3. City Attorney
    4. Police Chief
    5. Fire Chief
    6. Department Heads

7. To ensure that the City's elected officials have accurate, complete and timely information to fulfill their responsibilities to represent the public in City affairs, they shall be informed of the substance of significant media inquiry and of the City's official response, as determined by the City PIO. They shall be notified of all official City press releases and other proactive media contacts when information is released to the media.

8. Records Requests. Media requests for records will be handled in accordance with this policy, to the extent it is consistent with the Government Records Access and Management Act or "GRAMA" as contained in Utah Code Ann. §63G-2-101 et. seq. The City Recorder, or designee, is the person designated to coordinate all GRAMA requests. See social media section regarding social media related records requests.

9. Privileged and Private Information. The vast majority of the records and affairs of American Fork City are public information which citizens, including the press, have the right to know. All public information should be provided to the press in a timely a manner as required by GRAMA.

    a. Some matters, however, like ongoing investigations, information regarding litigation or the threat of litigation, personnel issues, real estate transactions, medical and mental health matters, private data regarding citizens, documents in draft form, to name a few, are classified as private, privileged,

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protected, or controlled, and cannot be shared except as permitted by GRAMA.

b. When a media request for an interview or for records appears to involve a subject matter that may be privileged or private, the City PIO, Police PIO, Fire PIO or Recorder should consult with the City Attorney. The City Attorney will review the request and promptly provide counsel to the City PIO or Recorder.

City-Initiated Information

1. Proactive media contact on behalf of the City is processed through the City PIO, or designee -- this includes press releases, media advisories and personal contacts with reporters and editors for coverage.

    a. Departments seeking publicity for events or activities, or needing to collaborate with the media to communicate important information to the public, will coordinate with the City PIO, or designee. Departments (except law enforcement on matters pertaining to investigations) may not unilaterally initiate media contacts.

2. Public Safety Issues. American Fork City Public Safety departments have the authority to communicate with the public and media. American Fork City will make every effort to maintain an open communication with each public safety department and asks the same of those departments.

    a. Information that pertains to American Fork City and is released to the media by the Police or Fire PIO's should be provided to the City PIO who will forward the information to elected officials as appropriate.

3. Crisis or Emergency Issues. During a crisis or major emergency (i.e. flooding, earthquake, etc.), the procedure for communicating with the media is highlighted in the City's adopted Emergency Operations Plan.

Personal vs. Public Communication

American Fork City respects the First Amendment right of employees to express their opinions and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the City. The following are some guidelines to help manage those distinctions:

Attachment: Social Media Policy v4 4.3.2019 (Communication Policy)

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1. The City will not request user names and passwords for personal social media accounts.

2. Employees cannot use City equipment, including computers, licensed software or other electronic equipment, nor facilities or on-duty time to conduct personal blogging or social networking activities.

3. Employees are encouraged to post content on their personal accounts that reflects positively on them and the City. Employees should beware of content that could reflect poorly on them or the City. Although an employee may only intend a small group to view a post, the nature of social media dictates that there is no guarantee that a much larger group will not actually be able to view the post. Consequently, employees are encouraged to speak respectfully about the City's current, former and potential citizens, employees, elected and appointed officials, contractors, vendors and fellow interlocal agreement participants. Employees are discouraged from posting obscenities, slurs or personal attacks, or engage in name-calling or behavior that will reflect negatively on the employee or the City.

4. If an employee or elected official who is not a designated spokesperson writes letters to the editor, posts privately on a blog or social media, address a public meeting, is interviewed by the media, or contacts the press in any self-initiated way, he or she may not claim to represent the city or use official City stationery. If an employee chooses to identify himself or herself as a City employee, he or she must state that the views set forth do not represent the views of the City but are the employee's personal opinions.

5. Employees cannot post on personal blogs or other sites the name, trademark, or logo of the City or any business with a connection to the City. Employees cannot post City-privileged information, including copyrighted information or City-issued documents.

6. Employees cannot post on personal blogs or social networking sites photographs of other employees, volunteers, clients, vendors, suppliers, patients, nor can employees post photographs of persons engaged in employer business without prior authorization by the Department Head and/or the City PIO.

7. Employees cannot post on personal blogs or social networking sites any advertisements or photographs of City products, nor use the City in advertisements without express permission from the PIO.

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8. Employees cannot link to a personal blog or social networking site from the City's internal or external websites.

Physical and Electronic Communication Pieces

1. All official correspondence on behalf of the city should occur in a professional manner (i.e correct grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms) and bear the City brand, or department sub-brand, and appropriate contact information.

2. The City will not use photos for which it does not have the copyright or owner's permission to use. The City is not required to provide photo credit in its publications or postings.

3. The City shall share information that it deems of public interest to the community and shall not use its platform to advance private interests. The City shall only provide information on City social media sites from other publicly funded entities (i.e. other municipalities, county, state and federal agencies, school districts, etc.), news media outlets, or organizations with which the city has a written agreement of support.

City Website

1. The City PIO is ultimately responsible for website content, however, the City PIO may also designate city staff to have administrative rights for the website.

2. To improve user experience, increase access to resources, and reduce frustration, the City PIO, and authorized administrators, shall ensure that the website is organized and formatted in a consistent and efficient manner throughout the website. Any addition or deletion of pages, as well as significant changes to the layout, must be approved first by the City PIO.

3. All information placed on the website should be professional in appearance and be updated appropriately so that information is kept timely and relevant.

Social Media

1. City Departments or Divisions wanting to create and maintain Department-specific social media content separate from the City's must obtain approval from the Department Head and the City Public Information Officer (PIO). Departments

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must provide specific reasons for maintaining separate social media applications as well as a plan to keep it monitored and updated. If approved, the Department Head and PIO will periodically review each application. Those that do not meet the City's intended goals and objectives may be subject to deletion. Any department with a social media application will have a minimum of two employees who are site administrators and all passwords associated with the site shall be kept on file with the PIO or the PIO must be made an administrator over the site.

2. All social media applications are subject to review by the Department Head and Public Information Officer. Applications that are deemed to not meet the City's intended goals and objectives, may be closed or deleted.

3. When an employee is no longer in charge of managing a department's social media application, the department should remove them from access, whether through removing them as an administrator or updating the password when it is a shared account.

4. Comments from the public may be allowed on American Fork City social media sites. Discussion forums shall be monitored at reasonable times to ensure the comments stay on topic and further the City's mission. The views expressed by the public in the comments section of a city post do not necessarily reflect or represent the views of the City. The City reserves the right to remove, delete or not approve comments that it deems to violate the Social Media User Agreement. Only those who have received training from the City PIO may monitor City social media sites and remove content. All sections of social media sites that allow comments shall include a link to this Communications Policy and to the Social Media User Agreement

5. Authorized employees managing social media applications for a department may only post things pertaining to their department, or repost things already posted by other departments or the City PIO. If a department wants to post something on behalf of another department or the City, they must first get approval from their department head, the other impacted department and the City PIO.

6. Each City social media site must include an introductory statement that clearly specifies its purpose and topical scope. All City social media sites shall include a link back to the official City internet site for original content, forms, documents and other information. Sites must also prominently display that department's contact information.

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Attachment: Social Media Policy v4 4.3.2019 (Communication Policy)

a. Introductory Statement: The purpose of this [application] is to present City related matters of interest to residents, businesses and visitors. Please keep in mind this is a moderated online discussion site and not a public forum. Comments and posts are subject to the City's Social Media User Agreement.

7. All City social media applications are subject to federal, state, and local laws, City IT policies, and Human Resources conduct policies. Employees who make comments on social media sites, as City employees, whether those sites are sponsored by the City or others, should present themselves in an appropriate and professional manner, as set forth in Chapter 8 of the Personnel Policy. Employees should note, when speaking of City issues, that their opinions do not necessarily represent official City Policy or business practices, unless authorized by the PIO to make those representations. Employees will be held responsible and accountable for their posts. Those who post content which adversely affect morale, create insubordination, or encourage violation of laws or policies, or which violate any of the terms or conditions of the Personnel Policy, are subject to disciplinary action. Employees are encouraged to think through their posts before making posts.

8. Whenever possible, employees speaking on the city's behalf should avoid using their personal accounts to post or comment on non-City sponsored sites. If an employee must use their personal account to convey information on non-City sponsored sites they should first post the information or comment on a City managed site and link that post to the non-City sponsored site. The purpose is to always direct people to official city sites for all facts related to the city. Otherwise they should state that are not representing the City.

9. American Fork City classifies its social media posts and comments as transitory communications related to matters of short term interest that do not impact the City's functions. The City does not retain transitory communications, which are deleted when the administrative need ends.

10. Postings made on the American Fork City social media platforms will use a plural voice ("We") representing the organization and not the individual creating the post ("I").

11. It is the responsibility of each department to ensure that unauthorized persons are not allowed to make changes to City social media sites. Each department is responsible to educate staff who work with social media about this policy.

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12. Refer to the Public vs. Private Communication section regarding the use of personal and city social media accounts.

13. Social Media User Agreement

The following agreement governs users of American Fork City social media sites. The agreement or a link to it must be posted on all social media sites.

This user agreement ("Agreement") governs the use of all American Fork City's social media sites maintained by American Fork City staff. Please read this Agreement carefully. You may access the Agreement at any time. Your use of American Fork City's social networking pages constitutes your agreement to comply with this Agreement. If you do not agree with this Agreement, please do not use American Fork City's networking pages. The City will try to notify you of any modifications to this agreement, though the City is not obligated to any specific type of notification. Continued access of American Fork City's social network pages constitutes your acceptance of any change or revisions to this Agreement. Your failure to follow the terms of this Agreement may result in suspension or termination of your access to American Fork City's social networking pages without notice.

American Fork City does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on the website or the social media pages by outside individuals or parties. Any information or material placed online, including advice and opinions, are the views and responsibilities of those making the comments and do not necessarily constitute the views of American Fork City. By submitting a comment for posting, you agree that American Fork City and its third-party service providers are not responsible and shall have no liability to you, with respect to any information or material posted by others, including defamatory, offensive, or illicit materials, even though it may violate this Agreement. American Fork City reserves the right, but undertakes no duty, to review, edit, move, or delete any material submitted as a comment to the information provided for display or placed on the social media site in the sole and absolute discretion of American Fork City without notice. Comments submitted to these sites will be reviewed, and comments that are inconsistent with this Agreement may be deleted at the sole and absolute discretion of American Fork City. The following are terms of participation:

- To ensure constructive comments, post only comments directly related to American Fork City.
- The City does not allow comments that contain any of the following:

Attachment: Social Media Policy v4 4.3.2019 (Communication Policy)

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  - Abusive, obscene or vulgar language
  - Threatening, defamatory or harassing language
  - Comments that discriminate based on federally protected classes, such as race, sex, sexual orientation, gender, religion, national original, age, or disability.
  - Personal attacks or language targeting individuals or groups
  - Spam
  - Language that suggests or encourages illegal, dangerous, or destructive behavior
  - Commercial, private, or promotional language
  - Off-topic comments
  - Political campaigning and lobbying
  - Personal or sensitive information, such as phone numbers, e-mails, or postal addresses
  - Links to websites
- All content created or posted on the City's social media sites, including comments belongs to the City and may be considered a public record, subject to the Government Records Access and Management Act. The appearance of external hyperlinks does not constitute an endorsement by American Fork City of the information, products, or service contained therein. American Fork City does not exercise any editorial control over the information you may find at these locations.
- If there is a reference herein to any specific commercial product, process, or service by name, trademark, manufacturer, or otherwise, that reference does not necessarily constitute or imply its endorsement, recommendation, or favoring by American Fork City. The views and opinions expressed herein do not necessarily state or reflect those of American Fork City and shall not be used for advertising or product endorsement. With respect to documents available from the server, American Fork City does not make any warranties, express or implied, including the warranty of merchantability and fitness for a particular purpose, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of information.

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REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on a resolution approving an interlocal cooperation agreement with Utah County for the administration of the 2019 Municipal Elections.

SUMMARY RECOMMENDATION
The City Recorder would recommend approval of the resolution and agreement.

BACKGROUND
American Fork City has contracted with Utah County to run our elections since 2011. This agreement is for administering the 2019 municipal elections, both the primary (if needed) and general election. The agreement spells out the responsibilities of the County and the City, which is similar to what was done in 2017.

BUDGET IMPACT
Not to exceed $52,261.20

SUGGESTED MOTION
I move to approve the resolution approving the interlocal cooperation agreement with Utah County for the administering of the 2019 Municipal Elections.

SUPPORTING DOCUMENTS

Resolution - Interlocal Agreement with Utah County for Election Services (PDF)
Interlocal Cooperation Agreement with County for Election Services (PDF)

RESOLUTION NO. _____

WHEREAS, American Fork City desires to enter into an Interlocal Cooperation Agreement by and between American Fork City and Utah County for the purpose of Utah County to provide certain Election Services for the 2019 Municipal Elections.

NOW, THEREFORE, the City Council of American Fork resolves to enter into an Interlocal Cooperation Agreement by and between American Fork City and Utah County for the purpose of Utah County to provide certain Election Services for the 2019 Municipal Elections and authorizes the Mayor to sign said agreement.

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 9 DAY OF APRIL, 2019.

Bradley J. Frost, Mayor

ATTEST:

Lauralee Hill, Deputy Recorder

Attachment: Resolution - Interlocal Agreement with Utah County for Election Services (2019 Elections Interlocal Agreement)

Agreement No. 2019 - ___

INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND AMERICAN FORK CITY FOR THE ADMINISTRATION OF THE 2019 MUNICIPAL ELECTIONS

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and American Fork City, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act ("Act"), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2019 CITY Municipal Primary (August 13, 2019) and General (November 5, 2019) Elections (collectively "2019 CITY Municipal Elections"); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties' joint efforts to administer the 2019 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2019 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2019 CITY Municipal Elections. This Agreement contemplates basic,

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

traditional primary and general elections for the 2019 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2019 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2019 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2019 -___, authorized and passed on the _____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By:_____
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS
Utah County Clerk/Auditor

By:_____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By:_____
Deputy County Attorney

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2019.

_____
Mayor, CITY

ATTEST:

_____
NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

Exhibit A
2019 Municipal Elections
Scope of Work for Election Services

Revised 3/26/2019

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

Services the City will provide, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programing done for the 2019 City Municipal Election. Final approval of ballots and programming will rest with the City.
- Host on the official City web site a link to or copy of the official reported results as hosted on the County Elections web page.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Return Postage
- Ballot Processing
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Compensate Vote Center Poll Worker
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by the county.
- Such results will constitute the final Official Results of the Election.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2019 Municipal Elections

Exhibit B

Active Voters for billing purposes, will be calculated 7 days before each Election Day

AMERICAN FORK

Election	Active Voters as of 3/1/19	Not to exceed $1.80 per voter per election
Primary	14517	$ 26,130.60
General	14517	$ 26,130.60

Estimated Cost as of 3/1/2019	$ 52,261.20

Attachment: Interlocal Cooperation Agreement with County for Election Services (2019 Elections Interlocal Agreement)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on an Economic Development and Services Agreement with the American Fork Chamber of Commerce.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND:

The City of American Fork has received a proposal for Economic Development Services from the American Fork Chamber of Commerce. Previously the City has contracted with EDC Utah for these services. The proposed agreement includes standard support services such as fielding inquiries from potential businesses, aiding the city in attracting and growing the business community, producing and providing marketing materials, aiding with establishing economic development goals, strategies and objectives. The agreement also includes the development, deployment and maintenance of an economic development website, a quarterly Business Council forum, and management of various other community events. The proposal represents a marked increase in development services from past efforts.

BUDGET IMPACT:

FY 2019 - $9,150. FY 2020 - $16,000. Terms per the proposed Economic Services Agreement.

SUGGESTED MOTION:
I move to approve the Economic Development and Services Agreement with The American Fork Chamber of Commerce.

SUPPORTING DOCUMENTS

Economic Development and Services Agreement (PDF)

Economic Development and Services Agreement
American Fork Chamber of Commerce

THIS AGREEMENT is made and entered into to be effective the 9th day of April, 2019 ("Effective Date") by and between American Fork City (the "City") and the American Fork Chamber of Commerce (the "Chamber").

RECITALS

A. The City acknowledges that the Chamber plays an important role in enhancing the image and prosperity of the community through its many activities; and
B. The City recognizes the Chamber represents the business community, particularly the small business community of American Fork; and
C. Both the City and the Chamber mutually agree the Chamber has the unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of American Fork; and
D. The Chamber agrees to provide services and activities which are not within the normal and customary activities performed by the Chamber as detailed below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Regarding services rendered July 1, 2018 through April 8, 2019 (and to continue to June 30, 2019), the Chamber has been meeting with the City and has created an economic development website over the course of the year. The city agrees to pay the Chamber the amount previously budgeted for economic development, $9150, for services rendered by the Chamber.
2. Fees: For the period beginning July 1, 2019 to June 30, 2022, the City agrees to pay the Chamber of Commerce $16,000 per annum for economic development and other services and activities the Chamber agrees to perform in this service agreement.
3. Chamber Activities: The Chamber shall provide the City with general support services and perform activities designed to assist the City in maintaining a positive business image. The specific services and activities which the Chamber shall perform are subject to prior approval by the City Administrator or Mayor, and shall include the following:
    a. The Chamber shall serve as first point of contact for businesses and inquiries in terms of economic development.
        i. The Chamber will refer any inquiries it receives from businesses interested in locating or expanding in American Fork to an appointed city liaison.
    b. The chamber will create and maintain an economic development website that will help promote business growth and retention in American Fork. Website url: www.workamericanfork.com
    c. The Chamber will make available to the City, Chamber-produced marketing materials to assist in attracting and retaining companies to American Fork. Materials and information will be created and distributed via social media, website, and the Chamber magazine and Steel Days magazine print materials.

Attachment: Economic Development and Services Agreement (Economic Development Services)

d. The Chamber shall create relationships and represent the city with national, state, local, and interlocal agencies that are involved with economic development (GOED, EDCUtah, Advisors Consulting Services, BRC at UVU, other chambers both in and out of state)
e. The Chamber shall work and meet with the City on a regular basis to create an economic development strategy and action plan for the community that includes establishing goals, strategies, objectives, and actions.
    i. Participate with the City in a comprehensive, city-wide business retention and expansion program. The Chamber's participation will include personal visitations to companies with or without representatives from the City. The Chamber will use its expertise and feedback from businesses to help streamline and improve (where necessary) the business licensing process.
    ii. Identify and develop incentives and resources for the business community
f. The Chamber will provide a forum for the Mayor's State of the City address annually to the Chamber's membership and invited guests.
g. The Chamber will work with the Mayor and City Administrator to create and maintain a Business Council that will meet quarterly to discuss issues and work collaboratively to resolve those issues.
h. The Chamber will work closely with the City to foster and support legislation mutually beneficial to the business community and the City.
i. The Chamber will continue to manage community events (Halloween on Main, Holiday Magic on Main, and other events as occasion arises) that encourage retention and help connect the business community with the city and residents.

Either party may, at any time, suggest other services and activities to be performed by the Chamber under this Agreement. City and Chamber agree to deal in good faith when negotiating which specific additional activities and services the Chamber shall perform.

4. Relationships of Parties: The Chamber shall be an independent contractor under this Agreement. This agreement does not create, and should not be construed to create, a relationship of agent, servant, employee, partnership, joint venture, or other such association. The Chamber recognizes it does not have actual or apparent authority to act on behalf of, or speak on behalf of, or in the name of the City, and shall ensure in its communications with third parties that it does not represent itself or hold itself out as an agent of City.
5. Indemnification. The parties agree to indemnify and hold harmless each other against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from their own negligent acts or omissions. Notwithstanding the above, nothing in this Agreement shall be construed to be a waiver of any rights under the doctrine of sovereign immunity, or a waiver of a party's immunity under the Governmental Immunity Act of Utah, §63G-7-101 et. seq.
6. Conflict of Policy. In the event the Chamber's policies conflict with the policies of the City, or its ordinances, the polices and ordinances of the City shall govern.

7. Confidential Information. In the performance of this Agreement, Chamber may receive information that is confidential under local, state, or federal law. Chamber agrees to protect the City's confidential information as required by law and shall not disclose it to third parties.
8. Insurance. Each entity (the Chamber, the City) shall be responsible for obtaining and maintaining an insurance policy.
9. Term: The term of this Agreement shall be effective for three years, beginning July 1, 2019 and ending June 30, 2022 and can be renewed for up to two additional 3-year terms with no additional negotiation. Either the City or the Chamber may renegotiate the terms of the agreement after each 3-year period.
10. Termination: Either party may terminate this Agreement at the end of the City's fiscal year, with or without cause, upon thirty (30) days written notice to the other party. If the agreement is terminated for any reason or purpose, the Chamber agrees to cooperate with a transition and provide information, budgets, contracts, procedures, documents, etc. as it relates to economic development for the City.
11. Cost: The City agrees to pay the Chamber Sixteen Thousand dollars ($16,000) annually, pursuant to the terms of this Agreement. Payments of $8,000 will be made by the City during the 1st quarter of the City's fiscal year and the 3rd quarter of the City's fiscal year and each subsequent year of the Agreement.
12. Reporting: No later than May 31st of each year, the Chamber agrees to provide City with an annual report detailing services provided pursuant to this Agreement.
13. Notification: Communications and notifications regarding this Agreement and performance of its terms by the parties shall be made as follows:

    To the City: City Administrator
    American Fork City
    51 E. Main Street
    American Fork, UT 84003

    Chamber: President, Vice President, Chair of the Board
    American Fork Chamber of Commerce
    31 N. Church Street
    American Fork, UT 84003
14. Assignment: This Agreement and any amounts receivable hereunder shall not be assignable except with the written consent of the parties.
15. Non-Discrimination: Chamber must not discriminate as outlined by State and Federal laws. Chamber will require any Sub-contractor to be bound to the same requirements as stated within this section. Chamber, and on behalf of any subcontractors, warrants compliance with this section.
    a. Upon request of the City, Chamber shall provide copies of papers and records demonstrating continued compliance with the Agreement above.
    b. Chamber agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Chamber also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

American Fork Chamber of Commerce

By: _____
Rod Martin
2019 Chairman of the Board

By: _____
Josh Walker
President/CEO

By: _____
Kristina Wesemann
Vice President/COO

American Fork City

_____
Mayor Brad Frost

_____
David Bunker
City Administrator

ATTEST:

By: _____
City Recorder

Attachment: Economic Development and Services Agreement (Economic Development Services)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on an agreement with Advisors Consulting Services for the Downtown Economic Development Plan.

SUMMARY RECOMMENDATION:
Staff recommends approval.

BACKGROUND:
The City of American Fork has received a proposal from Advisors Consulting Services to develop and coordinate a strategic development plan for the American Fork Downtown area. The proposal includes reviewing and assessing key project information, identification of constraints and opportunities within the downtown area, development of goal statements and strategies in cooperation with City officials, identification of potential economic tools, and the identification of other various development opportunities in the downtown area.
Advisors Consulting Services is also contracted with Utah County and other municipalities throughout the State to provide economic development services.

BUDGET IMPACT:
Not to exceed $41,000. Terms per the project proposal.

SUGGESTED MOTION:
I move to accept and approve the proposed agreement with Advisors Consulting Services for the Downtown Economic Development Plan.

SUPPORTING DOCUMENTS

ACS-American_Fork_proposal (PDF)

ADVISORS CONSULTING SERVICES



Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

Prepared for:
American Fork CITY

Prepared on:
4/7/2019

OVERVIEW

Thank you for the opportunity to respond to the request for proposal for economic development opportunities in American Fork City. Per your request we have created a proposal to address your requirements. This proposal includes:

1. Overview
2. Primary contact and team contact information
3. Firm and staff qualifications
4. Company information
5. Approach and methodology
6. Acknowledgements
7. Cost and timeline
8. Appendix
9. Relevant previous projects

Our fee for service proposal takes advantage of many core services offered by Advisors Consulting Services and leverages the best our team has to offer to address the following:

1. Develop an inclusive and well organized process to inform a Strategic Pan
2. Gather, organize and leverage data and intelligence
3. Ultimately create a downtown strategic economic development plan for development

The primary focus of our services is to create ALIGNMENT through expert asset evaluation, gather COMMITMENT through effective education which will generate SUCCESS.

Alignment + Commitment = Success

with

Advisors Consulting Services

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

THE TEAM



PRIMARY CONTACT

TODD BRIGHTWELL
President and CEO,
ADVISORS Consulting Services

111 Main Street, Salt Lake City, Utah, 84121
(801) 947-8348
todd@advisorscs.com
advisorscs.com



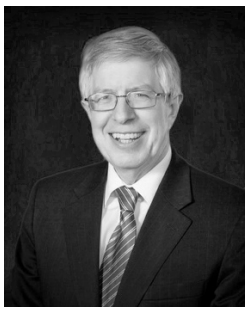
RANDY SANT
Project Manager
ADVISORS Consulting Services



BRANDON FUGAL
Chairman,
Colliers Utah



TIM SIMONSEN
Partner,
Colliers Utah



LEW CRAMER
CEO,
Colliers Utah



Nick Dall
VP, Marketing and Research
Advisors Consulting Services

More Team members to be added as needed to achieve specific goals

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

COMPANY INFORMATION



ADVISORS Consulting Services delivers a variety of strategic advisory tools to corporate and public sector clients built to align key objectives, reduce decision making risk and ultimately maximize outcomes. Our experience, proprietary market intelligence, relationships, and superior data tools ensure efficient and meaningful results. ACS currently manages economic development projects within the state of Utah, and provides national consulting for corporate relocation clients. Our areas of focus include the following:

Location Strategy: comprehensive location strategy, site selection, and incentive services designed to produce fact based, data driven advice that will produce optimal results.

Incentive Negotiation: focus on gathering, comparing, negotiating and securing monetary and non monetary incentives at state and local levels. Incentive services maximize incentive opportunities, as well as service on the back end to ensure proper administration for receipt of all available incentive funds.

Public Sector Economic Development: economic development services designed to align community goals with economic development goals. Strategies built using these services focus on comprehensive preparation, and executable plans that will lead to realistic results including maximizing deal flow.

Development Advocacy: assist companies in addressing issues and challenges with economic development through advocacy. Our experience and extensive networks are utilized to bring efficient solutions to solving complex problems.

The ACS team delivers world class location strategy, incentive negotiation and economic development services to private and public sector clients. Our competitive advantage is realized through a proprietary market intelligence data gathering process, and key connections to the right people at the right time.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

ECONOMIC DEVELOPMENT

The ACS team delivers effective economic development services designed to align community goals with economic development goals. Strategies built using these services focus on comprehensive preparation, and executable plans that will lead to realistic results including maximizing deal flow.

PREPARATION

- Planning and Strategy
- Product/Site Development
- Retail, Office, Industrial Alignment
- Program Development
- Community Leadership
- Team Development

LEVERAGE PARTNERSHIPS

- State connection / liaison
- EDO connection / liaison
- Site selectors and developers
- Private sector connection
- Deal flow with partners

MARKETING ENGAGEMENT

- Materials
- Response Development/Management
- Relationship Development/Management
- Measurement
- Deal Flow Management
- Productive Recruiting/Campaigns

ADDITIONAL SERVICES

- Evaluate redevelopment areas
- Build custom campaigns
- Economic impact studies

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

RELEVANT PREVIOUS WORK



UNIVERSITY PLACE

orem

- 1 million square for regional development - Phase I-II complete
- Instrumental role with $500 million redevelopment plan, including Class A mixed use components
- Consulted on multi-family component with developer
- Secured anchor tenants, including Clearlink, Northstar Alarm, Trader Joe's, and Tucanos



PLEASANT GROVE INTERCHANGE

pleasant grove

- 200 acre master plan
- Procured master developer, St. John Properties, launching dynamic 70 acre phase with multiple Class A office and retail buildings
- Hotel/hospitality transactions representing Hyatt Sequioa on development
- Instrumental role with The VOID master plan
-

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

RELEVANT PREVIOUS WORK



THANKSGIVING PARK

lehi

- Brought over 1 million square feet to 100% lease since inception, in addition to structuring the entire master plan
- 120 acre landmark development project
- Highest lease rates achieved in North Utah County submarket area
- Procured anchor tenants including Microsoft, MX, WorkFront, and Digicert



TRAVERSE MOUNTAIN CORPORATE CENTER

lehi

- Structured 125 acre master plan with entitlements and economic development strategy
- Pre-leased initial four buildings, totaling 400,000 square feet
- Launched upscale retail component at Terrace at Traverse Mountain with Harmon's, Tsunami, R&R Barbecue, Chase Bank, and others

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

RELEVANT PREVIOUS WORK

City and State contracts managed and fulfilled

Governor's Office of Economic Development (GOED)

- 10 year contract management for recruitment services which included:
    a. Business recruitment project management
    b. Comprehensive outreach programs to site selectors and companies
    c. Trade show representation
    d. Regular reporting on metrics
- Participated in monthly Incentive review meetings for every deal done in the state from 2005 to 2016
- Led efforts to fund and establish what is now called the Global Strategy and Outreach program to increase project deal flow
- Integral team member

Tooele City

- 25 year contract management with Tooele City delivering comprehensive economic development services including:
    a. Business recruitment and retention
    b. Redevelopment
    c. Government services to the Mayor and City Council

South Salt Lake City

- 6 year contract management with South Salt Lake City delivering major redevelopment consulting services, as well as retail and job creation business recruitment.
- Also served as an effective lobbyist to obtain critical funding for city projects

In addition to the projects above, our team is currently managing projects and contracts for Layton City, Riverton City and Utah County Economic Development. We assist communities to better align their economic development goals and strategies to produce outstanding results for their communities.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

ACKNOWLEDGMENTS

Capability - Capacity - Conflicts

The Advisors Consulting Services team members have discussed the American Fork City request for proposal for a Downtown Strategic Plan thoroughly and are available and committed to meet the needs outlined in the Approach Methodology and Deliverables section of this proposal. There are no known conflicts of interest associated with this project. Advisors Consulting Services and its affiliates currently have economic development contracts providing similar services with the following municipalities:

- Utah County
- Layton City
- South Salt Lake
- Riverton City
- Eagle Mountain city via contract with DAI (Development Associates Inc.)
- Tooele City RDA

Further discussion on the services provided for the aforementioned is welcomed within a confidential setting to be provided by American Fork City.

The use of additional team members including outside consultants may be utilized to add value to the project, but will be agreed upon with the city prior to implementation.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



PROJECT SCOPE

AMERICAN FORK CITY desires to create a downtown economic development plan that will include an inclusive and informative community participation program. It will include the following:

SCOPE OF SERVICES

1. Assist the city in the development of a project timeline.
2. Assist the city in the conduct of surveys and studies.
3. Assist the city in the design and implementation of an outreach and engagement process that solicits meaningful intelligence, participation and input with the goal of ultimately developing a plan that truly articulates the City's vision to meet specified goals.
4. Review existing demographic and socioeconomic data, employment data and labor force characteristics, and other pertinent economic and market data and studies relevant to the City's Downtown area.
5. Review business sector and consumer demand, and provide a summary analysis, interpreting the data and drawing meaningful conclusions for the City's consideration for an overall economic development strategy for the Downtown area.
6. Prepare a conclusive summary of the City's primary strengths, weaknesses, opportunities and threats (SWOT) that directly impact economic competitiveness for the Downtown area.
7. Development data, recommendations, projections, proposals, etc, for the City's Downtown area.
8. Compile and deliver draft and final plan documents.

TASKS

1. Gather key information
2. Review and assess
3. Strengths, weaknesses, opportunities, threats (SWOT) analysis
4. Goal statement
5. Identify economic tools
6. Deliver draft report
7. Final report and presentation

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

APPROACH - METHODS & DELIVERABLES

In association with fulfilling the requests of this proposal, Advisors Consulting Services will deploy its team of consultants who have decades of experience and success to perform the following tasks associated with the defined project area:

1. Gather key information: Review existing studies, goals and the current conditions within the defined downtown area. This task includes a meeting with the city staff to obtain a complete understanding of what has been done to develop the downtown area alignment. To also understand and assess the commitment to implement a strategy to improve the downtown and other information required from the city for the strategic plan.
2. Review and assess: Review the key elements that are critical for the implementation of a downtown strategic plan including organization, business development, design, promotion and opportunity. Based on the information gathered and reviewed at this point we will be able to develop a specific timeline for the project.
3. S.W.O.T. analysis: This task will focus on the constraints and opportunities for development within the downtown area. The consultant and staff will create the best way to gather input for this task which may include focus group meetings, meeting with business and property owners, public meetings etc.. The task is to identify impediments to development, opportunities available for development, current strengths of the area and the weaknesses of moving an implementation plan forward.
4. Goal statement: Based on the information gathered from Tasks 1-3, the consultant will assist the city in preparing an implementation outline that will identify the goals and tasks that need to be implemented in order to start the development of the defined downtown corridor. Phases may be identified and defined. A key component of this task will also be to identify the responsible party for the implementation of the strategy to meet the defined and agreed upon goals and related tasks identified.
5. Business Development and Recruitment: Based on the information gathered a clear recommendation for business recruitment and retention will be provided as part of the Strategic plan.
6. Identify economic tools: This task will identify economic tools that are currently available to assist in implementing the goals and tasks defined in the planning process. This will include Incentives, Opportunity Zones, RDA/CRA creation and any other programs that may be available to support the development.
7. Deliver draft report: A draft report will be prepared by the consultant regarding all plan findings and recommendations for review by the city and other stake holders. A path to development will be defined and provided including strategy recommendations for assembling property. Recommendations for potential partners will also be identified.
8. Final report and presentation: Final report & presentation- A final report will be prepared by the consultant that addresses the above tasks. The report will be submitted in an electronic form for various uses by the city. In addition the consultant will make formal presentations to the city as requested..

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

APPROACH - METHODS & DELIVERABLES

DELIVERABLES

ADVISORS Consulting Services will provide the following associated with the defined project area:

1. Presentations, graphics, and exercise materials for input/information gathering sessions to be determined prior to each session.
2. Summary reports of each input/information gathering session, including graphics/maps as appropriate.
3. Draft iterations of plan text and graphics as directed by the city.
4. Draft Downtown Economic Development strategic plan:
5. Final Strategic plan report: Three (3) bound printed color copies and one (1) digital copy with print- ready graphics in .pdf format. The digital copy shall not be protected or that prevents future editing.
6. Maps – all maps included in the plan shall also be provided separately in .pdf format.All maps shall be prepared using GIS software and all component files (i.e. shape files) shall be provided digitally.
7. Other, as agreed upon by both parties.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



TIMELINE

ENGAGEMENT ACTIVITY	*TYPE*	*TIMEFRAME*
Downtown Development	Task 1 - Kick off meeting	*120 days, with flexibility for an additional 30-60 days contingent upon scheduling of input/ information gathering meetings
	Task 2 - Demographic and economic trends analysis	
	Task 3 - Traffic patterns and land use analysis	
	Task 4 - Market analysis	
	Task 5 - SWOT analysis	
	Task 6 - Goal statements	
	Task 7 - Delivery of draft report	
	Task 8 - Final report and presentation	

*We will define and agree upon timeline during the project scope meeting

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



COST

ENGAGEMENT ACTIVITY	*TYPE*	*COST*
Downtown Development	Task 1 - Kick off meeting	
	Task 2 - Demographic and economic trends analysis	
	Task 3 - Traffic patterns and land use analysis	
	Task 4 - Market analysis	
	Task 5 - SWOT analysis	
	Task 6 - Goal statements	
	Task 7 - Delivery of draft report	
	Task 8 - Final report and presentation	
	TOTAL	**$41,000***

*cost listed above is not to exceed price for services identified in this proposal, which will include materials, supervision, labor, travel, per diem, insurance, printing, and all other related costs.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



APPENDIX

TODD BRIGHTWELL - President and CEO, Advisors Consulting Services

Todd Brightwell is the co-founder of Advisors Consulting Services established in February 2017 and serves as the President and CEO. The firm was created to leverage the experience of the founders in providing clients with location advisory and site selection services as well as public and private economic development consulting.

Before establishing Advisors Consulting Services, Todd was the COO of the Economic Development Corporation of Utah (EDCUtah) for more than a decade. He was primarily responsible for directing corporate recruiting and business expansion efforts and managing the State contract for recruitment services. He successfully worked with hundreds of national site selectors and corporate real estate professionals to bring valuable economic development opportunities to the State of Utah, substantially increasing both jobs and capital investment. Todd's work with municipalities from Logan to St. George was key in providing the necessary preparation for projects. This preparation included mobilizing meaningful resources and providing critical direction to increase efficiency and success. During his time at EDCUtah, Todd also worked with hundreds of companies seeking to expand in or relocate to Utah. During the past several years, his work together with his EDCUtah colleagues has resulted in adding or retaining more than 15,000 jobs in Utah and relocating 11 headquarters. During this period, he directed numerous site selection visits. He was instrumental in nearly every deal that landed in Utah over a 10-year period. His marquee wins include Adobe, Procter and Gamble, Goldman Sachs, eBay, AMER Sports, Armada Skis, Oracle, Boeing, Hexcel, Edwards Life Sciences and West Liberty Foods.

Todd's key participation in these activities also brought multiple awards to the state, including Area Development Magazines Golden Shovel awards as well as being named to North America's Top 50 Economic Developers. Todd has served on many Boards throughout the state. He is currently the Executive Director of the Utah Woolen Mills "Suited for Good" foundation that provides needed clothing and career development support for men and women.

RANDY SANT - Managing Director, Advisors Consulting Services

Randy is the owner of a private economic development firm, RS Contract Management, which provides economic development and lobbying consulting services to local governments. He has been a private consultant for 25 years. He is an expert in RDA's and EDA's and has been instrumental in revising the Utah State Community Development and Renewal Agencies Act.

Randy has managed Washington Terrace and Roy City, and served as the Weber County Economic Development Director, Sandy City Economic Director, and senior project coordinator for the Ogden City Redevelopment Agency. He was the planner for the Business Depot and Historical 25th Street projects in Ogden, the Utah Industrial Business Park in Tooele, and the Rio Tinto soccer stadium in Sandy.

Randy graduated from Weber State University with a B.A. in Public Administration, and was named the most outstanding city manager by the League of Cities and Towns. He is a member of ICSC, and past president of the Utah Redevelopment Association.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



APPENDIX

BRANDON FUGAL - Chairman, Colliers Utah; Founding Partner of Advisors Consulting Services

As co-founder and owner of CBC Advisors, his leadership has been critical to his firm being recognized for 14 years in a row as the #1 Office Internationally for the brand (out of 220 offices), and is the #1 commercial real estate firm headquartered in the Intermountain West. In addition, CBC Advisors is currently recognized as the fastest growing mid-market commercial real estate firm in the United States, as recently ranked by Real Estate Forum.

He was recently named CCIM Utah Agent of the Year and also 2017 Office Broker of the Year, and has been recognized as such for five of the last six years. During the past 12 months alone, Fugal leased over 1,600,000 square feet, negotiating over 150 major transactions (including numerous building and land sale transactions). As the only agent to truly bridge and dominate the office market in every county along the Wasatch Front, Brandon has developed unmatched market intelligence — delivering bottom line results for hundreds of clients.

Brandon has developed a sterling reputation as a trusted advisor and business infrastructure expert on a national, regional, and localized basis. Recognized as a trusted authority in business, Mr. Fugal has been interviewed and featured in the Wall Street Journal, Bloomberg, Money Magazine, Real Estate Forum, Commercial Property News, Real Estate Executive Magazine and Utah Business. Brandon was also featured nationally as one of Real Estate Forum's Top 40 under Forty and a Top National Dealmaker.

Prominent transactions have included the sale of Cottonwood Corporate Center to CalPERS, Pleasant Grove I-15 Interchange (140 acre master planned development), Thanksgiving Point commercial development (120 acre master planned development, 1.5 million square feet of buildings), Station Park (70 acre Transit Oriented Development at I-15 in Farmington), Traverse Mountain (120 acre landmark mixed use project) and the landmark RiverPark Corporate Center, totaling over 1.5 million square feet on 120 acres—Utah's largest corporate park.

In addition to his activities in the commercial real estate industry, Fugal serves on the Utah Valley University Foundation Board, Utah National Parks Council Executive Board, Utah Valley Chamber of Commerce Board (and co-chair of the Executive Roundtable), Women's Leadership Institute Board, board member and co-founder of Cypher Corporation, Navitus Sustainable Industries, Ancient Historical Research Foundation (AHRF) and Thanksgiving Point — where he co-chaired the effort for the Museum of Natural Curiosity.

A partial list of Brandon's clients includes Xactware, Qualtrics, Western Digital, Alliance Health, Connexion Point, CollegeAmerica, InContact, Energy Solutions, Charles Schwab, Northwestern Mutual Life, H&R Block, Fusion-io, Novell, ancestry.com, Franklin Covey, RC Willey, WorkFront, Nature's Sunshine, Verisk Analytics, Jive Communications, and MX.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



APPENDIX

TIM SIMONSEN - Partner, Colliers Utah

Tim Simonsen is a 37-year veteran of the real estate industry whose diverse experience encompasses sales, leasing, development, property management and finance. His extensive knowledge of the business is drawn from involvement in thousands of transactions, many of which required creative and innovative strategies. Simonsen is well versed in the nuances of both the buying and selling sides of real estate and has widespread experience in tenant representation and as a landlord's agent for numerous shopping center and land listings.

Tim is adept at providing the most accurate market information available to his clientele. He is well acquainted with the intricacies of market cycles and his experience allows him to anticipate and perceive possible problems before they occur. For the past 25 years, Tim has focused his energies on tenant representation, representing many national clients on a multi-state basis. He currently represents Cabela's, Best Buy, JCPenney, Walgreens, KeyBank, Exxon, O'Reilly Auto Parts, Batteries Plus, At Home, Top Golf and Regis Corporation, some on an exclusive basis in multiple states, and many other retailers have relied on his abilities and knowledge to accomplish their real estate needs.

A partial list of Simonsen's client base includes Cabela's World's Foremost Outfitter, Target, Best Buy, Regis Corp., Exxon, Albertson's, Smith's Food & Drug, Sprint PCS, Taco Bell, Alert Cellular, PetSmart, OfficeMax, Checker Auto, Cricket Wireless, Payless Shoe Source, Winmar Company, Hallmark Cards, Key Corp., Cracker Barrel and numerous hospitality clients. With continued outstanding performance, Tim has earned distinction among his peers as well as his clients. He was recognized as the number-one producing agent in the world for Coldwell Banker Commercial in 2005, number one top producer in the Western Region and the number-one sales associate for the State of Utah. Tim was also recognized as the number-two producing agent globally for Coldwell Banker Commercial in 2006. In 2007, he was recognized as the number four producing agent globally for Coldwell Banker Commercial. In 2009, Coldwell Banker Commercial recognized him as the number one sales professional by specialty. He also has been recognized as Salesman of the Year for Prime Commercial Inc. in 1997, 1998 and 2001, as well as having received many other industry accolades throughout his career.

NICHOLAS DALL - Vice President, Marketing and Research, Advisors Consulting Services

Nicholas Dall has worked primarily in the technology industry since graduating from the University of Utah. He has done extensive work in data capture and analytics with small-to-medium-sized companies. He has managed analytics campaigns for companies such as Target, John Deere, InterContinental Hotels Group, and Foot Locker while at inthinc, now inMoment. Most recently he has done work analyzing data and implementing scalable data processes at Coldwell Banker Commercial, now Colliers International.

Nick's employment at EDCUtah saw him build the successful Global Strategy and Outreach process, which generated over 20 outreach campaigns focused on geographical and/or industry-specific metrics. His team's efforts led to over 200 qualified leads during his the two-and-a-half year tenure. His ability to use open-source data and software to generate proactive recruitment campaigns for the state of Utah generated unprecedented success and efficiency in corporate recruiting, both in cost and response rate.

Nick's background also includes software development, technical project management, marketing analytics, and content and lead generation. He graduated from the University of Utah in 2013 with a B.S. in Political Science and Economics.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



APPENDIX

LEW CRAMER - CEO, Colliers Utah

With decades of experience within the international business and real estate sectors, many consider Lew Cramer one of the most well-connected economic development professionals in the Intermountain West.

As founding president and CEO, Cramer led World Trade Center Utah from 2006 through 2013. With his talented colleagues and strategic partners, he enhanced Utah's international expansion by assisting Utah firms in connecting with global business opportunities, a method he employs today at Coldwell Banker Commercial Advisors. The success of Cramer's vision and efforts is shown in Utah's position as the only state in the nation with positive export growth every year for the past decade, including over $19 billion of merchandise exports in 2012. These activities also include extensive national and international investment success in Utah.

During the George H.W. Bush administration, Cramer served as Director General of the U.S. Commercial Service, leading the activities of 1,400 commercial officers at over 100 embassies worldwide and 65 offices throughout the United States to expand international exports of U.S. products and services.

During his many years in Washington, D.C., he worked with US West International in developing major telecommunications projects in over 20 countries. He also served as a White House Fellow in the Reagan administration, U.S. Deputy Assistant Commerce Secretary, and U.S. Assistant Secretary of Commerce for International Trade.

Cramer currently serves on several corporate and nonprofit boards, including the World Trade Centers Association Board of Directors, Salt Lake Chamber of Commerce Board of Governors, World Trade Center Utah Vice Chairman, National Association of Counties, Financial Services Corporation Chairman of the Board, Economic Development Corporation of Utah Board of Directors, Utah Technology Council Board of Directors, and Envision Utah Board of Directors.

Cramer has also practiced real estate law in Los Angeles and in the San Francisco Bay area. For many years, he taught real estate law at the University of Southern California and international business at Georgetown University.

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

APPENDIX

GINOVUS.

9 Municipal Drive // Suite 1
Fishers, IN // 46038 // USA
+1 317 819 0888

March 26, 2018

[redacted]

...e you are well.

I am writing a letter of recommendation for Todd Brightwell in regards to an RFP response for economic development services. I met Todd approximately 10 years ago while he was employed at EDCUtah. He is an outstanding leader, problem solver and has earned a great reputation in economic development.

We have worked together on many projects over the years. These projects include; Oracle Corporation's largest data center in the world placed in West Jordan, Reckitt Benckiser's packaging and distribution center located in Tooele and United States Cold Storage's refrigerated warehouse facility placed in Syracuse.

Throughout the years, Todd and I have remained in close contact with another and I value him as a professional colleague and leader. My specific experience with him speaks to his ability to solve problems, design innovative strategies and build meaningful relationships in support of economic development and site selection.

I would highly recommend Todd and his firm to any municipality needing expertise in Economic development and business recruitment services. I would be pleased to discuss his work and expertise with you in more detail. Please feel free to contact me if I can be of further assistance.

Thank you for your consideration.

Larry Gigerich
Executive Managing Director

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



APPENDIX

Todd Brightwell
President
ADVISORS Consulting Services
111 South Main Suite 2200
Salt Lake City, UT 84111

RE: Letter of Recommendation for Todd Brightwell

To Whom It May Concern,

I have known Todd for the past nine years. Most of this time was spent working together in my role as either the Managing Director of Corporate Recruitment or as a Board Member for the Utah Governor's Office of Economic Development (GOED). Todd was directly responsible for managing the contracted service deliverables to the GOED through a state contract awarded to the Economic Development Corporation of Utah (EDCUtah) from 2005 to 2016. These contract deliverables were extensive and required a great deal of time and energy to manage fulfill and achieve on a yearly basis. Todd worked directly with and is respected by all of the Executive leadership in the Governors Office including current and previous cabinet members.

Todd was instrumental in assisting GOED in achieving record breaking recruitment goals over the eleven years he was there. He built strong relationships with staff and spent significant time building strategies and executing on plans that produced exceptional results for our State. Notable projects included Proctor and Gamble, Adobe, Boeing, EMC, Goldman Sachs and many others that have formed and shaped the economic climate of our State.

Todd also worked closely with the GOED Board throughout those years. He was successful in building confidence with the Chairmen of our Board and the Incentives Committee. He effectively contributed to monthly meetings attending hundreds over his career. He provided regular presentations and reports on Economic Development recruitment and initiatives. His institutional knowledge was also very helpful to several new board members, including myself, who joined over the years.

GOED benefitted greatly from Todd's Economic Development expertise and knowledge applied over the eleven years he worked with the office. We would recommend Todd and his firm to anyone needing expertise in Economic Development and Business recruitment services.

Feel free to contact me at (801) 935-0254 if further information is required.

Respectfully,

Christopher M. Conabee
Principal

Utah Development and Construction
First Security Building
79 South Main Street, 2nd Floor
Salt Lake City, Utah 84111
801-935-0254
www.utahdc.com



APPENDIX

Personal references for Todd Brightwell:

Also See Recommendation Letters on Pages 20 and 21

Tom Freeman - Executive Managing Director, Industrial Development, Cushman Wakefield

- (801) 706-0534
- Email: tom.freeman@cushwake.com

Nate Shipp - Partner DAI Utah

- (801) 259-6145
- Email: nate@daiutah.com

Chris Klomp - CEO, Collective Medical

- (385) 351-1681
- Email: chris.klomp@collectivemedicaltech.com

Personal references for Randy Sant:

Brad Pratt - Tooele RDA Chair

- Phone: (435) 840-8173
- Email: bpratt@tooelecity.org

Mayor Cherie Wood - Mayor, South Salt Lake City

- Phone: (801) 971-6749
- Email: cwood@southsaltlakecity.com

Personal references for Lew Cramer:

Derek Miller - President and CEO, World Trade Center Utah; CEO-designate, Salt Lake Chamber of Commerce

- Phone: (801) 532-8080

Matthew Holland - President, Utah Valley University

- Phone: (801) 863-3000

Lane Beattie - President and CEO, Salt Lake Chamber of Commerce

- Phone: (801) 364-3631

Additional references will gladly be provided upon request

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



APPENDIX

Personal references for Brandon Fugal:

Bill Child - Partner, RiverPark Corporate Center; Chairman of the Board, RC Willey

Rick Woodbury - President, Woodbury Corporation

Jim Morse - Developer, The Towers at South Towne

Mark Robinson - Robinson Brothers Development

Ron Raddon - President, Raddon Brothers Construction

Dennis M. Baker - President, DMB Investments/Development; Pleasant Grove Interchange master developer

Jake Boyer - CEO, The Boyer Company

Christian Gardner - CEO, The Gardner Company

Val Hale - Executive Director, the Governor's Office of Economic Development

Governor Gary Herbert - Governor, State of Utah

Contact phone numbers provided upon request

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)



AGREEMENT

If you agree the foregoing fairly and accurately sets out your understanding of our agreement and fees, please respond back to Todd Brightwell: ADVISORS Consulting Services 111 South Main Street Suite 2200 Salt Lake City, Utah 84111 or todd.brightwell@cbcadvisors.com. In turn, we will create an appropriate consulting contract.

Very best,

Todd Brightwell - President & CEO
ADVISORS Consulting Services

Attachment: ACS-American_Fork_proposal (Downtown Economic Development Plan)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 9, 2019

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on CK Farms/Terracom Communities, Phase 2 Plat Adjustment located in the vicinity of 600 East 400 South, in the PC-Planned Community zone.

SUMMARY RECOMMENDATION
The Public Works director recommends that the City Council approve this correction to the plat for the CK Farms development.

BACKGROUND
The master plan for the area known as Vintaro detailed an extensive road network that would run through the future developments. CK Farms is one of those developments that has since been platted and approved by the city.

During the construction of CK Farms, city staff noticed that one of the master planned roads adjacent to this development was missing a small sliver of land that was needed for the road to be completed. This sliver of land should have been dedicated for a road on the original plat but wasn't.

The Public Works director met with the developer to discuss a remedy to this issue. The developer and the Public Works director agree that making a small adjustment to the plat will be the best solution. The developer is not negatively impacted and the road will be able to be completed.

BUDGET IMPACT
None.

SUGGESTED MOTION
Move to approve the plat adjustment for CK Farms as recommended.

SUPPORTING DOCUMENTS