

AMERICAN FORK REDEVELOPMENT AGENCY
AUGUST 27, 2019
SPECIAL SESSION AGENDA

SPECIAL SESSION

Notice is hereby given that the American Fork City Redevelopment Agency will meet in a special session on **Tuesday, August 27, 2019**, in the **American Fork City Hall**, 31 N. Church Street, commencing at **6:50 p.m.** The agenda shall be as follows:

1. Roll Call.
2. Review and action on a resolution authorizing the execution of an interlocal agreement between the American Fork City Redevelopment Agency and Utah County dealing with the Patriot Station Community Reinvestment Area.
3. Adjournment

Dated this 26 day of August, 2019.



Terilyn Lurker
City Recorder



REQUEST FOR BOARD ACTION
AMERICAN FORK REDEVELOPMENT AGENCY
AUGUST 27, 2019

Department Administration

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution authorizing the execution of an interlocal agreement between the American Fork City Redevelopment Agency and Utah County dealing with the Patriot Station Community Reinvestment Area.

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution.

BACKGROUND

The City has been looking at the creation of the Patriot Station Community Reinvestment Area in the vicinity of the American Fork FrontRunner Station. This CRA includes about 509 acres of land, some of which is in the process of annexation or is in unincorporated areas. The map of the area is included as part of the interlocal agreement.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the resolution authorizing the execution of an interlocal agreement between American Fork City Redevelopment Agency and Utah County dealing with the Patriot Station Community Reinvestment Area.

SUPPORTING DOCUMENTS

Resolution
Interlocal Agreement

RESOLUTION NO.

A RESOLUTION TO APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE AMERICAN FORK CITY REDEVELOPMENT AGENCY AND UTAH COUNTY DEALING WITH THE PATRIOT STATION COMMUNITY REINVESTMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “CRA Act”), public agencies, including political subdivisions of the State of Utah, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the American Fork City Redevelopment Agency (the “Agency”) and Utah County (the “County”) are public agencies for purposes of the CRA Act.

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the County;

WHEREAS, Section 11-13-202.5 of the Interlocal Cooperation Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, THAT THE FOLLOWING RESOLUTION BE ADOPTED AS FOLLOWS:

1. The Interlocal Agreement between the Agency and the County attached hereto as Exhibit A, is approved and shall be executed for and on behalf of the Agency.
2. Pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, the Interlocal Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. The Interlocal Agreement shall be effective immediately upon execution.
4. This Resolution shall take effect upon adoption.

SO RESOLVED AND ADOPTED THIS _____ DAY OF _____, 2019.

AMERICAN FORK CITY
REDEVELOPMENT AGENCY

By:
Its:

ATTEST:

INTERLOCAL AGREEMENT

THIS INTER-LOCAL AGREEMENT is made and entered into this _____ day of August, 2019, by and between **AMERICAN FORK CITY REDEVELOPMENT AGENCY**, a redevelopment agency created under Utah law (the “Agency”), and **UTAH COUNTY**, a municipality and political subdivision of the State of Utah (the “**County**”) in contemplation of the following facts and circumstances:

A. **WHEREAS** the Agency was created and organized pursuant the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §§ 17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act , Title 17C of the UCA (2016) (the “**Act**”), and is authorized and empowered there under to undertake various activities and actions pursuant to the Act;

B. **WHEREAS** the Agency intends to create the Patriot Station Community Reinvestment Area (“CRA”) in the area surrounding the American Fork FrontRunner Station. The CRA will be a tool the Agency will use to direct the creation of a Transit Oriented Development (“TOD”) in the area. The CRA will also act as a catalyst to increase the pace at which development in the area occurs;

C. **WHEREAS** Utah Code 17C-5-103(1)(a) states that when an Agency creates a CRA it: designates a geographic area located within the agency's boundaries as a survey area;

D. **WHEREAS** the CRA will consist of about 509 acres. About one-third of the proposed CRA’s acres are currently unincorporated (36%). Of these 186 acres in the County, 58-percent are currently undergoing the annexation process. 15-percent of the properties will soon begin the annexation process. 27-percent of the property’s owners are not currently interested in having their parcels annexed into American Fork City (the “City”). See **Exhibit A** for a map of the proposed CRA project area with distinctions between County and City land and a chart of the property owners;

E. **WHEREAS** the Agency wishes to proceed with the creation of the CRA despite the fact that not all the parcels the Agency wishes to include in the CRA are located within the City’s boundaries. To better shape the type of development that occurs around the American Fork FrontRunner Station, the Agency wishes to create the CRA project area as soon as possible. Delaying the CRA’s creation in order for annexations to be completed may limit the impact the CRA can have on the area’s development;

F. **WHEREAS** the Agency will ensure that the property owners not currently interested in annexation understand all of the potential advantages and disadvantages of annexation so that they can make an informed decision when deciding whether to incorporate into the City;

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. **Creation of CRA.** Subject to the consent requirement contained in section 10, Administration, the County will allow the Agency to adopt a project area plan and budget that contains parcels not yet annexed into the City contingent upon the Agency agreeing to the following:

1.1 **Annexed Properties.** The Agency will assist all interested property owners through the annexation process to the extent that is prudent and legally possible. The Agency will ensure that owners of property not within the City boundaries but within the proposed CRA project area that are less interested in annexation understand all of the benefits to having their property annexed into the City and the consequences of not having their property annexed into the City.

1.2 **Unannexed Properties.** The County allows for the Agency to create the Patriot Station CRA with borders that extend beyond those of the Agency. In other words, the County permits the

Agency to create the Patriot Station CRA with parcels in unincorporated Utah County (as depicted in **Exhibit A**).

2. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

3. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

4. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include that plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

5. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

6. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

8. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

9. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

10. **Administration.** This Agreement shall be administered jointly by the Mayor of American Fork City and the Board of County Commissioners of Utah County. As a joint administrator, the County shall participate with the City in the process to create the project area plan, and the project area plan can not include real property located in the unincorporated area of Utah County without the consent of the Board of Commissioners of Utah County to the inclusion of such real property in the plan.

11. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

12. **Duration.** This Agreement shall terminate on the first to occur of (i) the sunset date of the Patriot Station CRA Project Area, or (ii) when the Patriot Station CRA does not contain any parcels that have not been annexed into the City.

13. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties.

14. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Mayor of American Fork City and the Board of County Commissioners of Utah County are hereby designated the joint administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended interlocal agreement stating the reasons for such termination.

f. Immediately after execution of this Agreement by both Parties, the Agency shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act on behalf of the Agency and the County.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Agency: AMERICAN FORK REDEVELOPMENT AGENCY
a municipal agency of the state of Utah

ATTEST:

By: _____
Its: _____

Secretary

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:

Attorney for Agency

County: BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
William C. Lee, Chair

ATTEST:
AMELIA POWERS GARDNER
UTAH COUNTY CLERK/AUDITOR

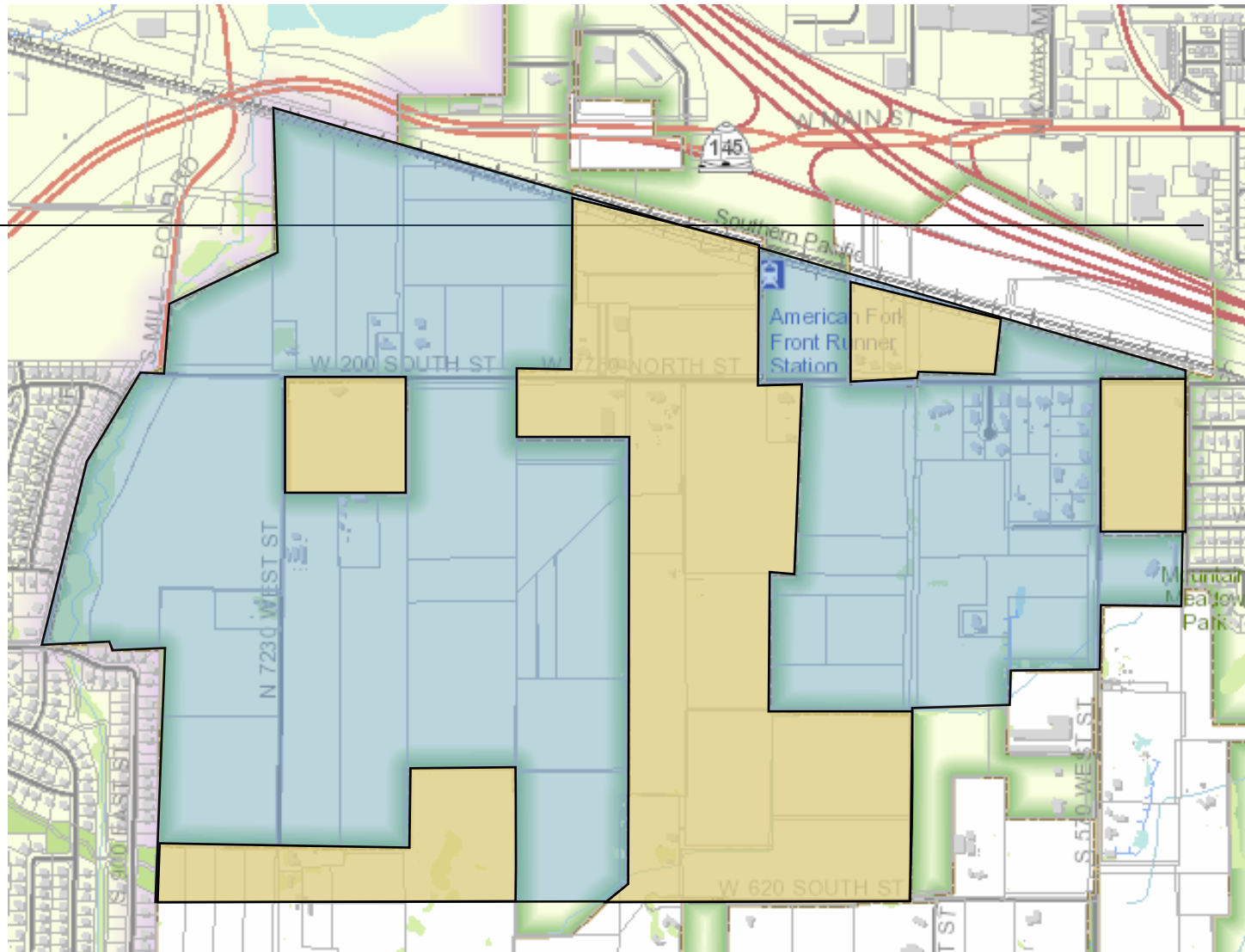
By: _____
Deputy

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:
DAVID O. LEAVITT
UTAH COUNTY ATTORNEY

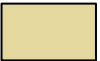
By: _____
Deputy

EXHIBIT A

CRA Project Area Map & Chart of Property Owners



PATRIOT STATION PROJECT AREA

-  Project Area Within City
-  Project Area Unincorporated

Parcel Data

Parcel ID	Owner	Acres	City: 0 County: 1
13:038:0005	GREEN, JESS LYNN	8.9	0
13:038:0006	ALLRED, CASSIE L (ET AL)	7.6	0
13:038:0008	LAMPH, L CLAUDE	1.0	0
13:038:0027	GREEN, JESS LYNN	30.8	0
13:038:0030	LAMPH, L CLAUDE	11.5	0
13:039:0004	DALTON, ADELE C	1.1	1
13:039:0008	BLUE SPRING PROPERTIES LLC	0.0	1
13:039:0023	GREEN, PHILLIP R (ET AL)	0.2	1
13:039:0026	BLUE SPRING PROPERTIES LLC	10.4	0
13:039:0027	BLUE SPRING PROPERTIES LLC	12.8	0
13:039:0028	BLUE SPRING PROPERTIES LLC	17.7	0
13:039:0029	CCW FARMS LLC	0.1	1
13:039:0030	SAGER, MINDY	0.9	1
13:039:0102	GREEN, DON WESLEY & LUANN B (ET AL)	1.4	1
13:039:0112	LAMPH, AMBER	2.2	0
13:040:0001	HOLINDRAKE, PAMELA (ET AL)	10.7	1
13:040:0010	NBFF PROPERTY LLC	10.7	0
13:040:0012	HARBOR VIEW DEVELOPMENT LLC	4.0	0
13:040:0013	HARBOR VIEW DEVELOPMENT LLC	15.0	0
13:040:0014	ROUNDY, WILLIAM M & MARCIA M (ET AL)	12.0	1
13:040:0017	SAGER, MINDY	2.9	1
13:040:0038	PENROD, BARRY NEIL	0.4	0
13:040:0039	LAMPH, L CLAUDE	17.5	0
13:040:0041	HOLINDRAKE, PAMELA (ET AL)	9.7	1
13:040:0042	OLIVE TREE ENTERPRISES LLC	9.2	0
13:040:0043	OLIVE TREE ENTERPRISES LLC	1.8	0
13:040:0044	OLIVE TREE ENTERPRISES LLC	1.7	0
13:040:0045	NBFF PROPERTY LLC	8.1	0
13:040:0047	HOGGARD, BRUCE M & TERREE (ET AL)	11.7	1
13:041:0005	ALLRED, NEAL L & CASSIE L	1.0	0
13:041:0011	AF UTAH LLC	5.0	1
13:041:0023	OLIVE TREE ENTERPRISES LLC	2.0	0
13:041:0029	SILVERADO PARTNERS LLC	1.7	1
13:041:0038	UTAH TRANSIT AUTHORITY (ET AL)	0.5	1
13:041:0044	ALLRED, CASSIE L & NEAL L	10.2	0
13:041:0045	ALLRED, CASSIE L & NEAL L	0.8	0
13:041:0047	AF UTAH LLC	1.6	1
13:041:0048	BLUE SPRING PROPERTIES LLC	2.5	0
13:041:0051	LAMPH, TYREE CLAUDE	11.3	1
13:041:0052	CBAM PROPERTIES LLC	0.5	1
13:041:0053	CBAM PROPERTIES LLC	1.2	1
13:041:0054	EARL, ALMA L	7.1	1
13:041:0055	EARL, ALMA L	4.4	1
13:041:0056	ALLRED, DAKEN W	4.0	0
13:041:0058	ALLRED, DAKEN W & ANGELA T	3.0	0
13:041:0061	OLIVE TREE ENTERPRISES LLC	7.3	0
13:041:0064	UTAH TRANSIT AUTHORITY	0.4	1
13:041:0065	UTAH TRANSIT AUTHORITY	1.4	1
13:041:0068	UTAH TRANSIT AUTHORITY	0.2	0
13:041:0072	AF UTAH LLC	16.2	1

13:041:0073	AF UTAH LLC	0.2	1
13:041:0074	AMERICAN FORK CITY	0.5	0
13:041:0075	HARBOR VIEW DEVELOPMENT LLC	15.5	0
13:041:0076	AF UTAH LLC	3.1	1
13:041:0077	HOGGARD, BRUCE M & TERREE (ET AL)	0.3	1
13:041:0078	AF UTAH LLC	4.9	1
13:041:0079	AF UTAH LLC	5.5	1
13:041:0080	BLUE SPRING PROPERTIES LLC	19.3	0
13:041:0081	AF UTAH LLC	0.2	1
13:042:0003	EARL, ALMA L	9.9	1
13:042:0028	SPENCER, STEVE J (ET AL)	1.1	0
13:042:0034	UTAH TRANSIT AUTHORITY	7.6	0
13:042:0052	FENN, CHAD D & DIXIE	0.3	0
13:042:0053	CARTER, CHAD & STACIE	3.0	0
13:042:0060	UTAH TRANSIT AUTHORITY	0.6	1
13:042:0061	WINDY CITY DEVELOPMENT LLC	3.6	1
13:042:0062	UTAH TRANSIT AUTHORITY	0.5	0
13:042:0063	NIELSEN PROPERTY HOLDINGS L C	2.9	0
13:042:0064	UTAH TRANSIT AUTHORITY	0.1	1
13:042:0065	WILLIAMSON FARMS LLC	0.8	1
13:042:0067	UTAH TRANSIT AUTHORITY	0.2	1
13:042:0068	WILLIAMSON FARMS LLC	2.7	1
13:042:0069	WILLIAMSON FARMS LLC	1.3	1
13:042:0070	UTAH TRANSIT AUTHORITY	0.2	1
13:042:0092	TRITON INVESTMENT PARTNERS LLC	1.8	0
13:042:0093	FENN, CHAD D & DIXIE	6.9	0
13:042:0095	AMERICAN FORK CITY	0.3	0
13:042:0097	LAKEVIEW MEADOWS LLC	13.2	0
13:042:0098	LAKEVIEW MEADOWS SOUTH LLC	3.6	0
13:042:0099	BRAD REYNOLDS CONSTRUCTION INC (ET AL)	1.3	0
13:043:0018	PETERSON, KARENE KRISTE (ET AL)	4.6	1
13:043:0019	HOLINDRAKE, PAMELA (ET AL)	5.0	1
13:043:0020	HOLINDRAKE, PAMELA (ET AL)	0.3	1
13:043:0022	HOLINDRAKE, PAMELA & DAVID E (ET AL)	3.1	1
13:043:0036	EYRE, STEVEN R & LORI B	5.0	0
13:043:0067	BINCH CHILDREN LLC	12.9	1
13:043:0069	WILLIAMSON FARMS LLC	12.2	1
13:043:0084	SOUPHOM, VEHA T	0.4	1
13:043:0087	HOLINDRAKE, PAMELA (ET AL)	0.1	1
13:043:0090	HOLINDRAKE, PAMELA (ET AL)	2.4	1
13:043:0091	AMERICAN FORK CITY	0.7	0
13:043:0092	AMERICAN FORK CITY	1.3	0
13:043:0093	FENN, CHAD D & TERIANNE D	4.6	0
13:043:0094	TRITON INVESTMENT PARTNERS LLC	13.7	0
13:043:0103	NBFF PROPERTY LLC	4.8	0
13:072:0002	SAGER, MINDY B	0.8	1
13:072:0007	CCW FARMS LLC	1.4	1
13:072:0014	UTAH LAKE PROPERTY LLC	1.4	1
13:072:0017	JONES, RANDY & DONALD BRENT (ET AL)	1.4	1
35:280:0001	PENROD, BARRY NEIL	4.0	1
35:610:0001	LYBBERT, GREGGORY ALLEN	1.3	0
35:610:0002	MORGAN, TRAVIS S & CHERY	1.0	0
37:228:0001	CEDERBLOOM, STANLEY N & MARILEE S	0.3	0

37:228:0002	MILLER, SCOTT & LIBERTY	0.3	0
37:228:0003	JAMES, JOSHUA F & EMILY R	0.5	0
37:228:0004	KANE, BRIAN & SHAROLYN	0.5	0
37:228:0005	HUNT, TIMOTHY R & LUCINDA CAMP	0.4	0
37:228:0006	MCKENZIE, JAMIE	0.3	0
37:228:0007	AMERICAN FORK CITY	0.6	0
39:145:0500	AMERICAN FORK CITY (ET AL)	0.4	0
39:156:0001	STREET, KIMBERLY B	1.0	0
39:156:0002	BISHOP, MATT & BROOKE	1.0	0
39:156:0005	MCALLISTER, MATTHEW J & ANDREA P (ET AL)	2.3	0
39:156:0006	AMERICAN FORK CITY	0.6	0
39:194:0001	SORENSEN, JARRETT WAYNE & SYDNI GAI	0.5	0
39:194:0002	WINTERS, JARED B & MANDY R	0.5	0
39:194:0003	CORBETT, MARIA REBECCA	0.7	0
39:203:0001	FENN, JUSTIN N	0.5	0
39:203:0002	FENN, JUSTIN N & AMY	0.5	0

Total	509	
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In County	186	36%
In City	324	64%