

AMERICAN FORK CITY COUNCIL
JUNE 9, 2020
REGULAR SESSION AGENDA

NOTICE OF ELECTRONIC MEETING

Pursuant to COVID-19 Federal Guidelines, this meeting will be conducted electronically. You may watch the meeting live-streamed at <https://www.afcity.org/AgendaCenter>. Email public comments to zoompubliccomment@afcity.net prior to 5:00 p.m. the day of the meeting for them to be read into record by the City Recorder.

The American Fork City Council will meet in a regular session on Tuesday, June 9, 2020, electronically, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation 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 May 12, 2020 city council minutes.
2. Approval of the May 19, 2020 work session minutes.
3. Approval of the May 26, 2020 city council minutes.

ACTION ITEMS

1. Ratification of city payments (May 20, 2020 to June 2, 2020) and approval of purchase requests over \$25,000.
2. Review and action of a Reimbursement Agreement for JKG, LLC for improvements along 900 West.
3. Review and action of a Reimbursement Agreement for Woodside Homes of Utah, LLC for improvements along 700 South.
4. Review and Action of an Escrow Bond Agreement with Capital Community Bank & Jean Shoaee.
5. Review and action on an ordinance approving amendments to Section 15.01.220 and Section 17.9 of the American Fork City Code relating to the bonding process, release of funds, and warranty/completion periods.
6. Review and action on a resolution authorizing the city to pick up public safety and firefighter employee retirement contributions.
7. Review and action on an Economic Development and Services Agreement with the American Fork Chamber of Commerce.
8. Review and action on an ordinance amending Section 15.01.1525 to the American Fork City Municipal Code, a revised detail for 620/700 South cross section.

9. 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.
10. Adjournment.

Dated this 5 day of June, 2020.

A handwritten signature in cursive script, appearing to read "Terilyn Lurker".

Terilyn Lurker
City Recorder

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Public Works

Director Approval Scott Sensenbaugher

AGENDA ITEM Review and action of a Reimbursement Agreement for JKG, LLC for improvements along 900 West.

SUMMARY RECOMMENDATION JKG, LLC proposes a Reimbursement Agreement for system improvements along 900 West of the recently approved American Fork Retail development.

BACKGROUND The City Council approved the American Fork Retail development at the March 10, 2020 regular session meeting. JKG, LLC has been working closely with the City's Public Works Department on a plan for roadway improvements which include a trail, concrete median, and traffic signal along 900 West in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of these improvements along 900 West.

The system improvement impact fees credit add up to \$296,583.19 for roadway improvements. The total cost for the system improvements adds up to \$296,583.19.

BUDGET IMPACT An amount no greater than \$296,583.19 for the public improvements along 900 West, which will be applied as road impact fee credits.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for JKG, LLC.

SUPPORTING DOCUMENTS

Reimbursement Agreement - American Fork Retail (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 9 day of June, 2020, by and between JKG, LLC, a Utah limited liability company, with its principal offices located at 166 East 14000 South, Suite 210 Draper, UT 84020 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer currently owns a certain parcel or parcels of property located in American Fork, Utah County, Utah, specifically Parcel 42:083:0001 which consists of approximately 1.49 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways they can assist in the development of each other's properties;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

1. Sidewalk/Trail. Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards in connection with the development of the Property. The City seeks to have some or all of such sidewalk upsized to a 10-foot trail to accommodate additional off-site uses. The City acknowledges and agrees that each upsized sidewalk shall constitute a system improvement and is reimbursable to the Developer. Developer's estimated additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

2. Roadway Improvements and Traffic Signal. The City seeks to have some additional off-site public improvements constructed adjacent to American Fork Retail property, including an extension of the existing roadway median at the State St. and 900 West intersection, and the installation of a traffic signal light on 900 West. Each such off-site improvement shall constitute a system improvement and is reimbursable to the Developer. The additional off-site improvements and associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

3. System Improvements Reimbursement. The City agrees the public improvements to be constructed by or at the direction of Developer and described in Sections 1 and 2 above are each a "System Improvement" and collectively the "System Improvements," as defined in Section 11-36a-102 of the Utah Code Annotated. The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the design, permitting, management and construction of the System Improvements, not to exceed the amounts set forth in Exhibit B.

4. Time of Reimbursement. The City shall provide to Developer reimbursements within thirty (30) calendar days of receiving a contractor pay application for the applicable System Improvement(s) from Developer. Pay applications may be submitted no sooner than thirty (30) from any prior pay application submittal. Final payment to Developer by the City for the System Improvements shall be made within thirty (30) calendar days of completion of all System Improvements contemplated under this Agreement. Completion shall mean completion of construction, inspection and acceptance by the City Council, such acceptance not to be unreasonably withheld, conditioned or delayed.

5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

7. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

8. Attorney Fees. In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

9. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

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

11. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

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

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

JKG, LLC,
a Utah limited liability company

By: KW Bountiful Investments, LLC,
a Utah limited liability company
Its: Manager

By: KW Ventures, LLC,
a Utah limited liability company
Its: Manager

By: Kip L. Wadsworth
Its: Manager

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to content:

City Engineer

Attachment: Reimbursement Agreement - American Fork Retail (Reimbursement Agreement for JKG, LLC)

EXHIBIT A
Property Legal Description

The following described tract of land in American Fork, Utah County, State of Utah:

Lot 1, IFA AMERICAN FORK COMMERCIAL SUBDIVISION AMENDED, Amending and extending IFA AMERICAN FORK COMMERCIAL SUBDIVISION, according to the Official Plat thereof, recorded June 16, 2015 as Entry No. 52287:2015, in the Utah County Recorder's Office.

A.P.N. 42:083:0001

Attachment: Reimbursement Agreement - American Fork Retail (Reimbursement Agreement for JKG, LLC)

EXHIBIT “B”Description of System Improvements and estimated cost (bid schedule)

Line Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	Traffic Signal System Complete	LS	1	\$227,000.00	\$227,000.00
3	ATMS System	LS	1	\$3,500.00	\$3,500.00
4	Traffic Control	LS	1	\$25,000.00	\$25,000.00
5	Roadwork – Median	LF	500	\$37.00	\$18,500.00
6	Striping & Removal	LS	1	\$6,500.00	\$6,500.00
7	Widening of Sidewalk (5ft)	LF	263	\$23.13	\$6,083.19
				Total	296,583.19



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action of a Reimbursement Agreement for Woodside Homes of Utah, LLC for improvements along 700 South

SUMMARY RECOMMENDATION Woodside Homes of Utah, LLC proposes a Reimbursement Agreement for system improvements along 700 South of the recently approved Stonecreek Plat development.

BACKGROUND The City Council approved the Stonecreek Plat D development at the May 5, 2020 regular session meeting. Woodside Homes of Utah, LLC has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities along 700 South and roadway improvements in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the culinary water, pressurized irrigation and roadway improvements along 700 South.

The system improvement impact fees credit add up to \$10,017.50 for culinary water , \$10,166.00 for pressurized irrigation and \$49,782.70 for street improvements. The total cost for the system improvements adds up to \$69,966.20.

BUDGET IMPACT An amount no greater than \$69,966.20 for the upsizing of the public improvements along 700 South, which will be applied as culinary, secondary irrigation, and road impact fee credits.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for Woodside Homes of Utah, LLC.

SUPPORTING DOCUMENTS

Reimbursement Agreement (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 26 day of May, 2020, by and between Woodside Homes of Utah, LLC with its principal offices located at 460 West 50 North, Suite 200, Salt Lake City, UT 84101 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 13:044:0166 & 13:065:0067 which consists of approximately 25.51 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

- 1. Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

- 2. Pressurized Irrigation Line.** Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

- 3. Cycle Track.** Developer is proposing to construct a 5' wide cycle track with a 2' striped buffer as required in City codes and standards. The City seeks to have the cycle track

within the development to accommodate additional off-site uses. The cycle track is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within Stonecreek Plat D constructed thicker than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

5. System Improvements Reimbursement. The public improvements described above are each a System Improvement and collectively the “System Improvements.” The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.

6. Time of Reimbursement. The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

7. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

9. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

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

11. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

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

13. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective

successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

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

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: Robert Thomson
Its: Manager

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to content:

City Engineer

Attachment: Reimbursement Agreement (Reimbursement Agreement for Woodside Homes of Utah, LLC.)

EXHIBIT A
Parcel Legal Description

Parcel: 13:044:0166

COM N 118.88 FT & E 502.73 FT FR SW COR. SEC. 23, T5S, R1E, SLB&M.; N 5 DEG 54' 46" E 164.85 FT; N 32 DEG 26' 35" E 217.19 FT; N 50 DEG 30' 55" E 561.02 FT; N 73 DEG 32' 45" E 109.1 FT; S 639.51 FT; S 81 DEG 54' 36" W 677.87 FT TO BEG. AREA 6.930 AC.

Parcel: 13:065:0067

COM AT SW COR. SEC. 23, T5S, R1E, SLB&M.; N 0 DEG 3' 42" E 93.4 FT; S 88 DEG 53' 7" E 499.08 FT; N 5 DEG 54' 46" E 35.62 FT; N 81 DEG 54' 36" E 679.51 FT; S 0 DEG 35' 17" W 143.29 FT; N 89 DEG 16' 52" W 89.3 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 20' 52" W 21.19 FT, RADIUS = 15 FT); N 88 DEG 55' 15" W 62 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 51' 0" W 21.31 FT, RADIUS = 15 FT); S 1 DEG 6' 53" W 72 FT; N 88 DEG 53' 7" W 61.9 FT; S 1 DEG 8' 1" W 114.6 FT; S 21 DEG 8' 57" W 65.99 FT; S 0 DEG 35' 7" W 492.73 FT; S 13 DEG 46' 31" E 63.98 FT; S 0 DEG 31' 47" W 106 FT; S 89 DEG 28' 13" E 86.01 FT; S 0 DEG 35' 3" W 8.04 FT; N 88 DEG 30' 9" W 3.88 FT; N 18 DEG 0' 0" E 3.17 FT; N 89 DEG 29' 0" W 702.48 FT; N 0 DEG 28' 0" E 306.31 FT; W 294.57 FT; N 0 DEG 6' 15" W 526.75 FT TO BEG. AREA 18.583 AC.

EXHIBIT "B"
Description of Improvements and estimated cost (bid schedule)

700 South Roadway	Unit	Quantity	Cost			Total
1.5" Asphalt	SF	17530	\$ 0.59			\$ 10,342.70
Cycle Track	SF	6800	\$ 5.80			\$ 39,440.00
TOTAL						\$ 49,782.70

Culinary & Pressurized Irrigation	Unit	Quantity	8" Cost	12" Cost	Difference	Total
Culinary Tie-in	Each	1	\$ 1,350.00	\$ 1,650.00	\$ 300.00	\$ 300.00
PI Tie-in	Each	1	\$ 1,350.00	\$ 1,650.00	\$ 300.00	\$ 300.00
12" Culinary water main	LF	495	\$ 24.70	\$ 37.20	\$ 12.50	\$ 6,187.50
12" PI water main	LF	495	\$ 22.85	\$ 35.65	\$ 12.80	\$ 6,336.00
12"x8" Tee	Each	2	\$ 1,200.00	\$ 1,850.00	\$ 650.00	\$ 1,300.00
12" Gate Valve	Each	4	\$ 1,885.00	\$ 3,000.00	\$ 1,115.00	\$ 4,460.00
12" Cap w/Blowoff	Each	2	\$ 1,200.00	\$ 1,850.00	\$ 650.00	\$ 1,300.00
TOTAL						\$ 20,183.50

Total Reimbursement **\$ 69,966.20**

Attachment: Reimbursement Agreement (Reimbursement Agreement for Woodside Homes of Utah, LLC.)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and Action of an Escrow Bond Agreement with Capital Community Bank & Jean Shoaee

SUMMARY RECOMMENDATION Capital Community Bank & Jean Shoaee proposes an Escrow Bond Agreement for system improvements along North County Boulevard of the recently approved Grove Creek Plaza.

BACKGROUND The City Council approved the Grove Creek Plaza site plan development at the October 22, 2019 City Council regular session meeting. Jean Shoaee has been working closely with the City's Public Works Department on a plan for the public improvements.

Section 17.9.200 - Type of Assurance or Warranty Accepted, allows an escrow account as an approved improvement completion assurance. An Escrow Bond Agreement was drafted and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction of the public improvements.

BUDGET IMPACT None

SUGGESTED MOTION Move to approve the Escrow Bond Agreement with Capital Community Bank & Jean Shoaee.

SUPPORTING DOCUMENTS

Escrow Bond Agreement - Grove Creek Plaza (PDF)

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 9 day of June, 2020, by and between, Capital Community Bank, a Utah Banking Institution, (hereinafter referred to as the “Bank”), Jean Shoaee, (hereinafter referred to as the “Developer”), and American Fork City, a Municipal Corporation of the State of Utah (hereinafter referred to as the “City”).

WHEREAS, Developer desires to construct and develop a site plan in American Fork City located at approximately 358 North 1100 East and known as Grove Creek Plaza (“Development”); and

WHEREAS, the American Fork Municipal Code requires the Developer to provide an improvement completion assurance and/or improvement warranty (hereinafter “Performance Guarantee”) that improvements will be installed as shown on the plans stamped “Approved for Construction” by American Fork City, Engineering Division; and

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

WHEREAS, the Developer has placed the sum of \$38,745.60 in an escrow account with the Bank to guarantee construction of the required improvements pursuant to the terms of the American Fork Municipal Code;

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

1. Bank shall reserve the funds deposited by the Developer to guarantee and assure the construction of the required improvements for the Development, pursuant to American Fork Municipal Code.
2. The City shall have sole power to authorize the release of any funds held. No money may be

released by the Bank without prior written authorization from the City.

3. Final release of this Performance Guarantee to the Developer is conditional upon the Developer's satisfactory completion of all improvements required under American Fork Municipal Code and upon delivery by the Developer to the City of a preliminary title report, in a form acceptable to the City, showing that there are no liens or encumbrances on the subject property except such liens and encumbrances as are specifically approved in writing by the City.
4. The Developer shall complete all public improvements required by the American Fork Municipal Code within a period of two hundred seventy-five (275) days from the date of approval of the site plan by the City Council. If the required improvements are not completed satisfactory to the City Council within that time, or an extension of time has not been approved by the City, the City may declare the Developer in Default of this agreement and pursue the remedies provided herein. Upon the Developer's completion of all said improvements, the City shall make an inspection of the improvements. If the City finds that all required improvements are satisfactory, all liens have been paid, and title conditions on the subject property are satisfactory, as evidenced by the aforementioned preliminary title report, the City may release up to ninety percent (90%) of the escrow account to the Developer.
5. The remaining ten percent (10%) shall be held for an additional one (1) year as an improvement warranty against latent defects in material or workmanship. If, prior to or at the end of the improvement warranty period, the condition of materials or workmanship shows unusual depreciation or does not comply with standards of the City, or if any outstanding liens are not paid, the City Council may declare the Developer to be in default. The Developer acknowledges that it has informed or will inform its contractors and subcontractors of the

release provision of this escrow account.

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

executors, successors, and assigns.

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

CAPITAL COMMUNITY BANK

By: Chad B. Patten
Its: Branch Manager

On this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Chad B. Patten, Branch Manager

DEVELOPER

By: Jean Shoaee
Its: Manager

On this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Jean Shoaee, Manager.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Public Works **Director Approval** Scott Sensanbauger

AGENDA ITEM Review and action on an ordinance approving amendments to Section 15.01.220 of the American Fork City Code relating to the bonding process, release of funds, and warranty/completion periods.

SUMMARY RECOMMENDATION

Staff recommends approval of the proposed changes to section 15.01.220 and 17.9.

BACKGROUND

There are currently some conflicts within the City Code in relation with the improvement assurance that is required for the installation of public infrastructure improvements. This causes misunderstanding from the applicants when posting an improvement assurance.

BUDGET IMPACT

None.

SUGGESTED MOTION

I move to adopt the ordinance approving amendments to Section 15.01.220 and 17.9.

SUPPORTING DOCUMENTS

Ordinance - Section 15.01.220 and Section 17.9- FINAL (PDF)
Code Amendments (15.01.220 & 17.9) - Mark up (PDF)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.01.220 AND SECTION 17.9 OF THE AMERICAN FORK CITY CODE RELATING TO THE BONDING PROCESS, RELEASE OF FUNDS, AND WARRANTY/COMPLETION PERIODS,

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

WHEREAS, the City is authorized by law to enact ordinances establishing regulations for development within the city; and

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the city code relating to the conveyance of water for development.

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

PART I**TEXT OF ORDINANCE**

See attached amendments.

PART II**PENALTY AND ADOPTION**

SECTION 1 – Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution or part thereof, the more stringent shall prevail.

SECTION 2 – Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

SECTION 3 – Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS 22 DAY OF OCTOBER, 2019.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Sec. 15.01.220. - Guarantee of work.

The improvements outlined in this chapter shall be guaranteed per section 17.9.200. All public improvements shall be completed prior to acceptance by the city and release of the final construction bond.

(Ord. No. 2007-07-31, § 2.4, 7-10-2007)

17.9.101 - Terms and definitions.

- A. *Actual construction of required improvements.* The city shall require actual construction of all required public landscaping and public infrastructure improvements prior to plat recordation or development activity.
- B. *Improvement completion assurance.* Improvement completion assurance means an escrow account, cash deposit with the city, secured letter of credit or surety bond provided, upon the applicant's request, to guaranty the proper completion of landscaping or infrastructure improvement required as a condition precedent to:
 - 1. Recording a subdivision plat; or
 - 2. Development of a commercial, industrial, mixed use, or multifamily project.
- C. *Improvement warranty.* Improvement warranty means applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:
 - 1. Complies with the city's written standards for design, materials, and workmanship; and
 - 2. Will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.
- D. *Infrastructure improvement.* Infrastructure improvement means permanent infrastructure that an applicant must install:
 - 1. Pursuant to published installation and inspection specifications for public improvements; and
 - 2. As a condition of:
 - i. Recording a subdivision plat; or
 - ii. Development of a commercial, industrial, mixed use, condominium, or multifamily project.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.200 - TYPE OF ASSURANCE OR WARRANTY ACCEPTED

The type of improvement completion assurance or improvement warranty shall be limited to one of the following:

- A. *Cash deposit with the city.* A cash deposit with the city. Prior to the improvement completion assurance being deemed acceptable by the city, the deposit shall be verified by the city's financial institution as a completed transaction. The deposit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or 17.9.400, as applicable. Any interest derived shall inure to the benefit of the

applicant, provided the applicant makes a written request for payment of said interest on an annual basis thirty days prior to the anniversary date of deposit with the city. Failure of the applicant to make such a request for said interest shall be considered forfeiture of said funds.

- B. *Escrow account.* Establishment of an escrow account by a financial institution acceptable to the city. Said account shall include a written agreement between the city and financial institution containing provisions which include: (1) the amount of the improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city (3) be for a period of time equal to the improvement completion assurance period established for the project according to 17.9.300 and 17.9.400, plus six months, and (4) authorization for direct payment to the city by the issuer of the account upon receipt of a notice of default from the city and a request for payment. Any interest derived from the account shall inure to the benefit of the applicant. The escrow shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or improvements warranty amount as determined by 17.9.400, as applicable.
- C. *Secured letter of credit.* A secured letter of credit issued by a federally insured bank, savings and loan, or credit union acceptable to the city, in a form approved by the city attorney. Said form shall include, at minimum, (1) the amount of the improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city, (3) be for a period of time no less than that established for the project according to 17.9.300 and 17.9.400, plus six months, (4) authorization for direct payment to the city upon receipt of a notice of default from the city and request for payment. The secured letter of credit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by 17.9.300 or improvement warranty amount as determined 17.9.400, as applicable.
- D. *Surety bond.* Establishment of a surety bond with a bonding company acceptable to the city. Said bond shall be payable to the city and shall be in an amount sufficient to cover the requisite of improvements as determined by Section 17.9.300 and section 17.9.400, as applicable. A surety bond shall not be released until (1) all improvements have been installed, inspected and approved by the city, and (2) the City Council accepts the improvements pursuant to Section 17.9.300 and Section 17.9.400. No surety bond may be released based upon time alone.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.301 - Amount of improvement completion assurance—Tasks to be included under assurance.

The amount of the improvement completion assurance shall be in an amount equal to or less than one hundred ten percent of the estimated cost for construction of all required public improvements for the project, including: (1) cost of materials, (2) cost of installation, (3) contingency amount for the public improvements, (4) cost for clean-up of the site following completion of construction, (5) amount of reimbursement for public improvements constructed by previous developers, if any, and (6) estimated cost of inspection, administration, and enforcement by the city and their agents.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.303 - Duration of improvement assurance period.

- A. The duration of the improvement completion assurance shall be for twelve months, or such period of time specified for completion of the respective type of development, if other than twelve months. The improvement completion assurance period shall also include any extensions for completion of public improvements approved in accordance with paragraph B. of this section. The improvement completion assurance period shall commence on the day of recording of any final plat at the office of the county recorder, date of approval action by the land use authority when no recording of a plat is required, or when the improvement assurance is established, whichever occurs later. The city may allow the duration of the improvement completion assurance be extended for a period of up to six additional months in order to provide adequate time for completion of public improvements. The improvement completion assurance period shall continue until the passage of time herein above specified and until the City Council shall have issued a notice of completion and acceptance of public improvements and release of the improvement completion assurance. With the mutual written consent of all parties, the length of the improvement completion assurance period may be shortened.
- B. An extension of the improvement competition assurance period may be granted by the City Council upon receipt of a request by the project owner, provided: (1) that such application is submitted at least sixty days prior to the expiration of the improvement completion assurance period, (2) the issuer of the improvement completion assurance is willing to extend the time of the assurance, (3) the city makes a finding that work in completing the required public improvements is satisfactory, (4) the estimated cost of performing the remaining tasks is less than the amount of the assurance remaining, or the amount of the improvement completion assurance is increased in an amount sufficient to cover the remaining tasks and (5) the City Engineer or designated representative makes a finding that the uncompleted work does not pose a hazard or unreasonable inconvenience to the public or adjacent residents. If an extension is not granted by the City Council then default shall occur according to 17.9.500.
- C. Any required public improvements to be installed within existing street right-of-way currently in use by the public shall be diligently pursued and completed with minimum disruption to public safety and convenience. In the event that work within the right-of-way area is not diligently pursued in accordance with good engineering and construction practice, the City Council, subject to a finding that the quality or timing of construction is unsatisfactory, inconsistent with reasonable norms of construction practice, and poses unreasonable hazard and inconvenience to the public, may declare part or all of the improvement completion assurance in default and proceed to collection of the proceeds as provided under the terms of Section 17.9.500.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.304 - Partial releases authorized—Conditions and procedures.

The city may authorize partial release(s) of the improvement completion assurance in an amount not greater than one hundred percent of the: (1) estimated cost of materials and (2) estimated cost of installation of the required public landscaping and public infrastructure improvements. The amount of any partial release shall be in an amount commensurate with the estimated proportionate share of public improvements completed as of the date of the request, as determined by the City Engineer or designated representative, following an on-site review of the project. Requests for partial releases shall be made not more frequently than thirty days and shall be authorized in writing by the City Engineer or the designated representative, subject to a finding that the materials and workmanship conform to city standards and good engineering practice.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.305 - Procedure for final disposition and release.

- A. At such time as all required public improvements have been completed and all outstanding fees due to the city paid, the applicant may request a final release of the improvement completion assurance. An applicant requesting final release shall submit a written notice of completion and request for release. The city may require a copy of lien releases, documentation from all suppliers of materials and sub-contractors showing that their costs have been fully satisfied, a current title report, or such other measure or report as deemed appropriated by the city as a means of determining the existence of any unreported liens upon the project.
- B. Following receipt of the notice of completion and request for release, the City Engineer or the designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public improvements. If the final inspection report specifies corrections of the improvements, corrections shall be completed within 30 days or the City Council may deem the applicant in default per section 17.9.500. When all improvements are approved by the City Engineer or designated representative, the final report shall be submitted to City Council for review.
- C. If the condition of the public improvements is found to be satisfactory; all liens have been released; all outstanding fees, costs of administration and reimbursement payments to prior developers (if any) have been made; and the project clean-up is found to be satisfactory then the City Council shall act to accept the public improvements and authorize release of the remainder of the improvement completion assurance, except such portion of said assurance intended to be applied as part of the improvement warranty pursuant to the terms of Section 17.9.400.
- D. Upon issuance of the notice of acceptance of the public improvements and release of the improvement completion assurance relating thereto, the city shall be deemed to have assumed title to the public improvements.
- E. The city may initiate the final release and acceptance prior to the end of the improvement assurance period without receipt of a request from the applicant, subject to a finding that construction of the public improvements has been completed in accordance with city standards or that early activation of the public improvements is necessary to provide access, circulation and/or utility or fire service to adjacent properties.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.402 - Length of improvement warranty period—Purpose.

The length of the improvement warranty period shall be no later than one year after the city's acceptance of required landscaping or one year after the city's acceptance of required infrastructure unless the city determined, for good cause, that the one-year period would be inadequate to protect the public health, safety, and welfare and has substantial evidence, on the record, of prior poor performance by the applicant or that the area upon which the infrastructure will be constructed contains suspect soil and the city has not otherwise required the applicant to mitigate the suspect soil. If, during the improvement warranty period, the quality of materials and workmanship of the public improvements is found to be satisfactory, the improvement warranty shall be released in accordance with the procedure set forth in Section 17.9.400. If, however, during the improvement warranty period

the quality of materials or workmanship of the public improvements fail in any material respect, or if it becomes evident that certain work was not completed or that the public improvements do not otherwise comply with the city's written standards for design, material, and workmanship, said condition shall be corrected by the applicant. If the durability inspection report specifies corrections of the improvements, corrections shall be completed within 30 days or the City Council may deem the applicant in default per Section 17.9.500 and use the improvement warranty funds to defray the cost of any required work.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.403 - Release of improvement warranty.

- A. At the conclusion of the improvement warranty period, the City Engineer or the designated representative, following an on-site review of the project and a finding that the quality of construction and materials have endured without evidence of poor workmanship or materials, nonconformance of the city's written standards, or need for remedial action, shall prepare a report setting forth the condition of the public improvements. When all improvements are approved by the City Engineer or designated representative, a durability report shall be submitted to city council for review.
- B. The City Council may authorize the release of the improvement warranty.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.500 - DEFAULT

Where, in the opinion of the City Council: (1) a developer fails or neglects to satisfactorily install the required public landscaping or public infrastructure improvements within the required time frame or make required correction thereto, or (2) fails to pay all liens in connection with said public improvements, or (3) fails to make payment to the city for reimbursement charges for public improvements previously installed by others, or (4) otherwise fails to carry out the activity for which the improvement completion assurance or improvement warranty was required, the City Council may, after due notice on the matter, declare the improvement completion assurance forfeited. Upon issuance of a declaration of forfeiture, the city shall notify the issuer of the improvement completion assurance and upon receipt of the funds held by the issuer, proceed to install or repair or cause to be installed or repaired, the required but uncompleted or unsatisfactory public improvements. Provided, however, that the city shall not be responsible for work beyond the limits of the improvement completion assurance or improvement warranty amount. Any portion of the improvement completion assurance or improvement warranty remaining after completion of the required public improvements shall be returned to the issuer.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.601 - Time frame for construction of required improvements—Extensions permitted.

- A. The maximum period of time for which the council's approval action of a subdivision or other development project which includes the sale of individual parcels and requires recording at the office of the county recorder shall remain valid (delay-in-recording period) not more than two

hundred seventy five days from the date of action by the City Council. An extension of the time, not to exceed ninety days may be granted by the City Council provided:

1. Application is made by the developer and submitted sixty days prior to the end of the two hundred seventy five day period; or
 2. The City Council finds that the developer has been delayed by circumstances beyond control.
- B. At the end of the approved delay-in-recording period and any extensions which may have been granted, the city may declare the project a dormant project and proceed to terminate approval as provided under Section 17.9.700.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.800 - IMPROVEMENT COMPLETION ASSURANCE—CITY RIGHTS-OF-WAY

The format for securing the improvement completion assurance for a single public rights-of-way permit shall be per Section 17.9.200. Amount of said improvement completion assurance shall be a minimum of two thousand dollars. Following receipt of the notice of completion and request for release, the City Engineer or the designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public landscaping and infrastructure. One half of the improvement completion assurance shall be released upon initial completion with the remaining balance of not less than \$1,000 being held as an improvement warranty pursuant to section 17.9.400.

In the event that an entity, contractor, franchise utility, or other party providing an improvement completion assurance for work in city rights-of-way wishes to secure sufficient assurance with the city to provide for multiple projects, said applicant shall provide an improvement completion assurance in the amount not less than five times the minimum assurance amount to secure permission for an ongoing improvement completion assurance pursuant to Section 17.9.200. This assurance will allow the applicant to complete multiple projects with a single improvement completion assurance. Additional bonds may be required for each project exceeding the minimum amount.

This assurance shall then serve as sufficient guarantee to allow the applicant to continue work in the city streets until such time as release is requested and all warranty period have passed for work completed under said assurance, or when the city exercises the assurance to complete or remediate work or workmanship. The City Engineer or designated representative shall be the authority determining release and/or calls for performance assurance funds associated with city rights-of-way permitting and work remediation.

In the event a street excavation permit is associated with a development project for which an improvement completion assurance has been provided, the primary means of guarantee for the work in city rights-of-way shall be the amounts secured by the development to ensure completion of the project per Section 17.9 of the City Code.

(Ord. No. 2017-11-60, 11-14-2017)

Sec. 15.01.220. - Guarantee of work.

The improvements outlined in this chapter shall be guaranteed per section 17.9.200. All public improvements shall be completed through escrow bonds. ~~Two sets of certified construction record (as-built) drawings shall be furnished to the city engineer prior to acceptance by the city and release of the final construction bond. The standard durability test period of two years begins once all improvements are completed, including property pins installed in top of curb and any required subdivision monuments, and construction record (as built) drawings are accepted by the city.~~

(Ord. No. 2007-07-31, § 2.4, 7-10-2007)

17.9.101 - Terms and definitions.

- A. *Actual construction of required improvements.* The city shall require actual construction of all of the required public landscaping and public infrastructure improvements prior to plat recordation or development activity.
- B. *Improvements completion assurance.* Improvement completion assurance means an escrow account, cash deposit with the city, secured letter of credit or surety bond provided, upon the applicant's request, to guaranty the proper completion of landscaping or infrastructure improvement required as a condition precedent to:
 - 1. Recording a subdivision plat; or
 - 2. Development of a commercial, industrial, mixed use, or multifamily project.
- C. *Improvements warranty.* Improvements warranty means applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:
 - 1. Complies with the city's written standards for design, materials, and workmanship; and
 - 2. Will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.
- D. *Infrastructure improvement-.* Infrastructure improvement means permanent infrastructure that an applicant must install:
 - 1. Pursuant to published installation and inspection specifications for public improvements; and
 - 2. As a condition of:
 - i. Recording a subdivision plat; or
 - ii. Development of a commercial, industrial, mixed use, condominium, or multifamily project.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.200 - TYPE OF ASSURANCE OR WARRANTY ACCEPTED

The type of improvement completion assurance or improvement warranty shall be limited to one of the following:

- A. *Cash deposit with the city.* A cash deposit with the city. Prior to the guaranteeimprovement completion assurance being deemed acceptable by the city, the deposit shall be verified by the

city's financial institution as a completed transaction. The deposit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or 17.9.400, as applicable. Any interest derived shall inure to the benefit of the applicant, provided the applicant makes a written request for payment of said interest on an annual basis thirty days prior to the anniversary date of deposit with the city. Failure of the applicant to make such a request for said interest shall be considered forfeiture of said funds.

- B. *Escrow account*. Establishment of an escrow account by a financial institution acceptable to the city. Said account shall include a written agreement between the city and financial institution containing provisions which include: (1) the amount of the ~~guarantee~~improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city (3) be for a period of time equal ~~to the improvement completion~~ the guarantee ~~assurance~~ period established for the project according to 17.9.300 and 17.9.400, plus six months, and (4) authorization for direct payment to the city by the issuer of the account upon receipt of a notice of default from the city and a request for payment. Any interest derived from the account shall inure to the benefit of the applicant. The escrow shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or improvements warranty amount as determined by 17.9.400, as applicable.
- C. *Secured letter of credit*. A secured letter of credit issued by a federally insured bank, savings and loan, or credit union acceptable to the city, in a form approved by the city attorney. Said form shall include, at minimum, (1) the amount of the ~~guarantee~~improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city, (3) be for a period of time no less than that established for the project according to 17.9.300 and 17.9.400, plus six months, (4) authorization for direct payment to the city upon receipt of a notice of default from the city and request for payment. The secured letter of credit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by 17.9.300 or ~~improvements~~improvement warranty amount as determined 17.9.400, as applicable.
- D. *Surety bond*. Establishment of a surety bond with a bonding company acceptable to the city. Said bond shall be payable to the city and shall be in an amount sufficient to cover the requisite ~~of improvement infrastructure improvements~~ improvement completion assurance amount as determined by Section 17.9.300 ~~or and section 17.9.400~~, as applicable. A surety bond shall not be released until (1) all improvements have been installed, inspected and approved by the city, and (2) the ~~city council~~City Council accepts the improvements pursuant to Section 17.9.300 ~~4~~ and Section 17.9.400 ~~3~~. No surety bond may be released based upon time alone.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.301 - Amount of improvement completion assurance—Tasks to be included under assurance.

The amount of the improvement completion assurance shall be in an amount equal to or less than one hundred ten percent of the estimated cost for construction of all required public improvements for the project, including: (1) cost of materials, (2) cost of installation, (3) contingency amount for the public improvements, (4) cost for clean-up of the site following completion of construction, (5) amount of

reimbursement for public improvements constructed by previous developers, if any, and (6) estimated cost of inspection, administration, and enforcement by the city and their agents.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.303 - Duration of improvement assurance period.

- A. The duration of the improvement completion assurance shall be for twelve months, or such period of time specified for completion of the respective type of development, if other than twelve months. The improvement completion assurance period shall also include any extensions for completion of public improvements approved in accordance with paragraph B. of this section. The improvement completion assurance period shall commence on the day of recording of any final plat at the office of the county recorder, date of approval action by the land use authority when no recording of a plat is required, or when the improvement assurance is established, whichever occurs later. The city may ~~allow~~ require that the duration of the improvement completion assurance be extended for a period of up to six additional months ~~longer than the established improvement completion assurance period~~, in order to provide an adequate time for completion of public improvements. ~~a determination of default and collection of the remaining proceeds~~. The improvement completion assurance period shall continue until the passage of time herein above specified and until the ~~city council~~ City Council shall have issued a notice of completion and acceptance of public improvements and release of the improvement completion assurance. ~~assurance~~. With the mutual written consent of all parties, the length of the improvement completion assurance period may be shortened.
- B. An extension of the improvement competition assurance period may be granted by the ~~city council~~ City Council upon receipt of a request by the project owner, provided: (1) that such application is submitted at least sixty days prior to the expiration of the improvements ~~construction guarantee~~ improvement completion assurance period, (2) the issuer of the ~~guarantee~~ improvement completion assurance is willing to extend the time of the assurance, (3) the ~~city council~~ makes a finding that work in completing the required public improvements is satisfactory, (4) the estimated cost of performing the remaining tasks is less than the amount of the assurance remaining, or the amount of the improvement completion assurance is increased in an amount sufficient to cover the remaining tasks and (5) the ~~city engineer~~ City Engineer or designated representative makes a finding that the uncompleted work does not pose a hazard or unreasonable inconvenience to the public or adjacent residents. If an extension is not granted by ~~city council~~ the City Council then default shall occur according to 17.9.500.
- C. Any required public improvements to be installed within existing street right-of-way currently in use by the public shall be diligently pursued and completed with minimum disruption to public safety and convenience. In the event that work within the right-of-way area is not diligently pursued in accordance with good engineering and construction practice, the ~~city council~~ City Council, subject to a finding that the quality or timing of construction is unsatisfactory, inconsistent with reasonable norms of construction practice, and poses unreasonable hazard and inconvenience to the public, may declare part or all of the improvement completion assurance in default and proceed to collection of the proceeds as provided under the terms of Section 17.9.500.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.304 - Partial releases authorized—Conditions and procedures.

The city may authorize partial release(s) of the improvement completion assurance in an amount not greater than one hundred percent of the: (1) estimated cost of materials and (2) estimated cost of installation of the required public landscaping and public infrastructure improvements. The amount of any partial release shall be in an amount commensurate with the estimated proportionate share of public improvements completed as of the date of the request, as determined by the ~~city engineer~~ City Engineer or designated representative, following an on-site review of the project. Requests for partial releases shall be made not more frequently than thirty days and shall be authorized in writing by the ~~city engineer~~ City Engineer or ~~his~~ the designated representative, subject to a finding that the materials and workmanship conform to city standards and good engineering practice.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.305 - Procedure for final disposition and release.

- A. At such time as all required public improvements have been completed and all outstanding fees due to the city paid, the applicant may request a final release of the improvement completion assurance. An applicant requesting final release shall submit a written "notice of completion and request for release". The city may require and also a copy of lien releases, or other documentation from all suppliers of materials and sub-contractors showing that their costs have been fully satisfied. ~~The city may also require a current title report, or such other measure or report as deemed appropriated by the city as a means of determining the existence of any unreported liens upon the project.~~
- B. Following receipt of the notice of completion and request for release, the ~~city engineer~~ City Engineer or ~~the~~ his designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public improvements. If the final inspection report specifies corrections of the improvements, the corrections shall be completed within 30 days or the City Council may deem the applicant in default per section 17.9.500. When all improvements are approved by the City Engineer or designated representative, the final report shall be submitted ~~Said report shall be submitted to eCity eCouncil for review.~~
- C. If the condition of the public improvements is found to be satisfactory; all liens have been released; all outstanding fees, costs of administration and reimbursement payments to prior developers (if any) have been made; and the project clean-up is found to be satisfactory then the ~~city council~~ City Council shall act to accept the public improvements and authorize release of the remainder of the ~~construction guarantee improvement completion assurance~~, except such portion of said ~~guarantee assurance~~ intended to be applied as part of the improvement warranty pursuant to the terms of Section 17.9.400.
- D. Upon issuance of the notice of acceptance of the public improvements and release of the improvement completion assurance relating thereto, the city shall be deemed to have assumed title to the public improvements.
- E. The city may initiate the final release and acceptance prior to the end of the improvement ~~completion~~ assurance period without receipt of a request from the applicant, subject to a finding that construction of the public improvements has been completed in accordance with city standards or that early activation of the public improvements is necessary to provide access, circulation and/or utility or fire service to adjacent properties.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.402 - Length of improvement warranty period—Purpose.

The length of the improvement warranty period shall be no later than one year after the city's acceptance of required ~~infrastructure improvements~~ landscaping or one year after the city's acceptance of required infrastructure unless the city determined, for good cause, that the one-year period would be inadequate to protect the public health, safety, and welfare and has substantial evidence, on the record, of prior poor performance by the applicant or that the area upon which the infrastructure will be constructed contains suspect soil and the city has not otherwise required the applicant to mitigate the suspect soil. ~~The improvement warranty shall provide an unconditional warranty that (1) the applicant's installed and accepted landscaping and/or infrastructure improvement complies with the city's written standards for design, materials, and workmanship and (2) will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.~~

If, during the improvement warranty period, the quality of materials and workmanship of the public improvements is found to be satisfactory, the ~~improvement warranty retainer~~ shall be released in accordance with the procedure set forth in Section 17.9.400~~3~~. If, however, during the improvement warranty period the quality of materials or workmanship of the public improvements fails in any material respect, or if it becomes evident that certain work was not completed or that the public improvements do not otherwise comply with the city's written standards for design, material, and workmanship, said condition shall be corrected by the applicant. ~~If the corrections are not made within a reasonable time, the city council may declare the applicant in default.~~ If the durability inspection report specifies corrections of the improvements, corrections shall be completed within 30 days or the City Council may deem the applicant in default per §Section 17.9.500 and use the improvement warranty funds to defray the cost of any required work.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.403 - Release of improvement warranty.

- A. At the conclusion of the improvement warranty period, the ~~city engineer~~ City Engineer or ~~the~~ his designated representative, following an on-site review of the project and a finding that the quality of construction and materials have endured without evidence of poor workmanship or materials, nonconformance of the city's written standards, or need for remedial action, shall prepare a report setting forth the condition of the public improvements. When all improvements are approved by the City Engineer or designated representative, the a durability report shall be submitted to city council for review. ~~and provide said report to city council.~~
- B. The ~~city council~~ City Council may authorize the release of the improvement warranty.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.500 - DEFAULT

Where, in the opinion of the ~~city council~~ City Council: (1) a developer fails or neglects to satisfactorily install the required public landscaping or public infrastructure improvements within the required time frame or make required correction thereto, or (2) fails to pay all liens in connection with said public improvements, or (3) fails to make payment to the city for reimbursement charges for public improvements previously installed by others, or (4) otherwise fails to carry out the activity for which the improvements ~~construction guarantee~~ completion assurance or improvement warranty was required,

the ~~city council~~City Council may, after due notice on the matter, declare the ~~guarantee~~improvement completion assurance forfeited. Upon issuance of a declaration of forfeiture, the city shall notify the issuer of the improvement completion assurance and upon receipt of the funds held by the issuer, proceed to install or repair or cause to be installed or repaired, the required but uncompleted or unsatisfactory public improvements. Provided, however, that the city shall not be responsible for work beyond the limits of the improvement completion assurance or improvement warranty amount. Any portion of the improvement completion assurance or improvement warranty remaining after completion of the required public improvements shall be returned to the issuer.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.601 - Time frame for construction of required improvements—Extensions permitted.

- A. The maximum period of time for which the council's approval action of a subdivision or other development project which includes the sale of individual parcels and requires recording at the office of the county recorder shall remain valid (delay-in-recording period) not more than two hundred seventy five days from the date of action by the ~~city council~~City Council. An extension of the time, not to exceed ninety days may be granted by the ~~city council~~City Council provided:
 1. Application is made by the developer and submitted sixty days prior to the end of the two hundred seventy five day period; or
 2. The ~~city council~~City Council finds that the developer has been delayed by circumstances beyond ~~his/her~~ control.
- B. At the end of the approved delay-in-recording period and any extensions which may have been granted, the city may declare the project a dormant project and proceed to terminate approval as provided under Section 17.9.700.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.800 - ~~PERFORMANCE GUARANTEE~~ IMPROVEMENT COMPLETION ASSURANCE—CITY RIGHTS-OF-WAY

The format for securing the improvement completion assurances for a single public rights-of-way excavation permit or single permit for excavation within other properties owned by the city shall be per any of the options listed in Section 17.9.200. Amount of said ~~guarantee~~improvement completion assurance shall be a minimum of two thousand dollars ~~as amended from time to time by the city council. Following receipt of the notice of completion and request for release, the city engineer~~City Engineer or the designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public landscaping and infrastructure. One half of the right-of-way excavation guarantee ~~improvement completion assurance~~ shall be released upon initial completion with the remaining balance of not less than \$1,000 being held ~~for one year as an~~ as an improvement warranty ~~period per~~ pursuant to section 17.9.4002.

In the event that an entity, contractor, franchise utility, or other party providing an guarantee improvement completion assurance for work in city rights-of-way wishes to secure sufficient guarantee assurance with the city to provide for multiple projects, said ~~contractor applicant~~ shall provide ~~two components to a performance~~ an improvement completion assurance in the amount not less than five times the minimum assurance amount to secure permission for an ongoing improvement

~~completion~~~~performance guarantee assurance~~ pursuant to Section 17.9.200. This ~~guarantee assurance~~ will allow the ~~entity applicant~~ to complete multiple projects with a single ~~guarantee improvement completion assurance~~. Additional bonds may be required for each project ~~exceeding the minimum amount.~~

1. ~~A surety bond in an amount not less than fifteen times the minimum guarantee amount per section 12.~~
2. ~~A cash deposit with the city, per allowable options as defined in Section 17.9.200, in the amount of two times an average street excavation.~~ This amount shall be as determined by the city engineer.

This ~~guarantee assurance~~ shall then serve as sufficient guarantee to allow the applicant to continue work in the city streets until such time as release is requested and all warranty period have passed for work completed under said ~~guarantee assurance~~, or when the city exercises the ~~guarantee assurance~~ to complete or remediate work or workmanship. ~~The City e~~Engineer or ~~duly~~ designated representative shall be the authority determining release and/or calls for performance ~~guarantee assurance~~ funds associated with city rights-of-way permitting and work remediation.

In the event a street excavation permit is associated with a development project for which an ~~performance guarantee improvement completion assurance~~ has been provided, the primary means of guarantee for the work in city rights-of-way shall be the amounts secured by the development to ensure completion of the project per Section 17.9 of the City Code.

(Ord. No. 2017-11-60, 11-14-2017)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Finance **Director Approval** Anna Montoya

AGENDA ITEM Tier 2 Public Safety Retirement Contribution

BACKGROUND

Beginning July 1, 2019, the city elected as part of the budget process to contribute an additional 4% to Utah Retirement System for Tier 2 Hybrid Public Safety and Firefighter personnel in anticipation of a URS increase and in order to stay competitive and retain personnel. The additional 4%, paid by the City, included the projected employer portion (2%) and the employee contribution portion (also 2%). Under IRS Code Section 414(h)(2), an employer may “pick-up” the employee’s portion of the retirement contribution on behalf of the employee and treat it as an employer contribution.

As of July 1, 2020 the Enhancements to Tier 2 Public Safety & Firefighter retirement benefits will be required in lieu of being an elected contribution. This required contribution applies to new and current employees in the Tier 2 Public Safety & Firefighter Retirement system for benefits earned on or after July 1, 2020. Due to the cost of the plan enhancements, employee contributions to the Tier 2 Public Safety & Firefighter Hybrid plan will be 2.27%, instead of the 2% previously contributed on behalf of the employee.

Staff recommends the continuation of the “pick up” provision up to 2% of the employee contribution. The remaining .27% contribution will be paid by the employee as a payroll deduction.

BUDGET IMPACT

No additional budget impact. Total employee contribution for all Tier 2 Hybrid Public Safety and Firefighter personnel is estimated up to \$7,000 annually.

SUGGESTED MOTION

Adopt a resolution, beginning July 1, 2020, authorizing the city to prospectively pick up and pay required employee contributions for all city employees who are members of the New Public Safety and Firefighter Tier II Contributory Retirement System, subject to a maximum of 2% of compensation for each employee.

SUPPORTING DOCUMENTS

Contribution Pick up resolution 7.1.20 (DOCX)

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING CITY PICK UP OF PUBLIC SAFETY AND FIREFIGHTER EMPLOYEE RETIREMENT CONTRIBUTIONS**

WHEREAS, American Fork City employs employees who are eligible for and participate as members in the New Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement Systems;

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions;

WHEREAS, the city desires to formally pick up a portion of the employee contributions required to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session), for all city employees participating in the New Public Safety and Firefighter Tier II Contributory Retirement System; and

WHEREAS, the City Council are duly authorized to take this formal action on behalf of the city as a participating employer with the Utah Retirement Systems:

NOW, THEREFORE, BE IT RESOLVED that the American Fork City Council declares that beginning July 1, 2020, the city shall prospectively pick up and pay required employee contributions for all city employees who are members of the New Public Safety and Firefighter Tier II Contributory Retirement System, subject to a maximum of 2% of compensation for each employee.

BE IT FURTHER RESOLVED that the picked up contributions paid by the employer, even though designated as employee contributions for state law purposes, are being paid by the city in lieu of the required employee contributions.

BE IT FURTHER RESOLVED that the picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked up contributions are a supplement and not a salary reduction to the city employees who are eligible for and participating members in the New Public Safety and Firefighter Tier II Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick up, a city employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the city on behalf of its employees to the Utah Retirement Systems.

BE IT FURTHER RESOLVED This resolution takes effect on July 1, 2020.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 9 DAY OF JUNE, 2020.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: Contribution Pick up resolution 7.1.20 (Tier 2 Public Safety Retirement Contribution)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Recorder **Director Approval** Terilyn Lurker

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

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The City of American Fork has contracted with the American Fork Chamber of Commerce for Economic Development Services for the past year. Included in the packet information is a comprehensive outline of the accomplishments the Chamber completed during the FY 2020 contract period. The FY 2021 agreement again 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, managing and maintenance of an economic development website, a quarterly Business Council forum, and management of various other community events.

Furthermore, the proposed contract includes three additional tasks which include:

- ☐ Work with Economic Development Committee to prepare marketing information and coordinate the design and form base code materials for downtown.
- ☐ Create an American Fork Downtown Business Alliance. Some potential activities/resources for the Downtown Business Alliance may include:
 - Networking events
 - E-newsletter specific to downtown
 - Surveys
 - Developing success strategies
- ☐ Create/Coordinate/Promote at least 2 additional events to encourage people to come to downtown American Fork.

BUDGET IMPACT

FY 2021 - \$22,000. Terms per the proposed Economic Development and Services Agreement.

SUGGESTED MOTION

I move to approve the Economic Development and Services Agreement with The American Fork Chamber of Commerce for the term July 2020 through June 2021.

SUPPORTING DOCUMENTS

Economic Development and Services Agreement updated for 2021 (DOCX)

Economic Development and Services Agreement review for 2020 (DOCX)

Economic Development and Services Agreement 2021/2022

American Fork Chamber of Commerce

THIS AGREEMENT is made and entered into to be effective the 1st day of **July, 2020** ("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. Fees: For the period beginning **July 1, 2020 to June 30, 2021**, the City agrees to pay the Chamber of Commerce \$22,000 per annum for economic development and other services and activities the Chamber agrees to perform in this service agreement.
2. 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 a 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 maintain** the 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. All marketing materials will be approved by the City. **Materials and information will be created and distributed as needed in appropriate mediums. Distribution methods can include but are not limited to social media, website, magazines, and other print materials.**
 - 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.
- j. Work with Economic Development Committee to prepare marketing information and coordinate the design and form base code materials for downtown.
- k. Create an American Fork Downtown Business Alliance. Some potential activities/resources for the Downtown Business Alliance may include:
 - Networking events
 - E-newsletter specific to downtown
 - Surveys
 - Developing success strategies
- l. Create/Coordinate/Promote at least 2 additional events to encourage people to come to downtown American Fork.

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.

- m. 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.
- n. 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.

- o. Conflict of Policy. In the event the Chamber's policies conflict with the policies of the City, or its ordinances, the policies and ordinances of the City shall govern.
- p. 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.
- q. Insurance. Each entity (the Chamber, the City) shall be responsible for obtaining and maintaining an insurance policy.
- r. Term: The term of this Agreement shall be effective for one year, beginning **July 1, 2020 and ending June 30, 2021** and may be renewed upon agreement of the parties.
- s. Termination: Either party may terminate this Agreement with or without cause, upon sixty (60) days written notice to the other party.
- t. Cost: The City agrees to pay the Chamber **Twenty-two Thousand dollars (\$22,000)** annually, pursuant to the terms of this Agreement. Payments of **\$11,000** 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.
- u. 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.
- v. 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
- w. Assignment: This Agreement and any amounts receivable hereunder shall not be assignable except with the written consent of the parties.

- x. 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

American Fork City

By: _____
Kelly Stone
2020 Chairman of the Board

Mayor Brad Frost

By: _____
Josh Walker
President/CEO

David Bunker
City Administrator

By: _____
Kristina Wesemann
Vice President/COO

ATTEST:

By: _____
City Recorder

Economic Development and Services Performed for 2019-2020 Contract Between American Fork Chamber of Commerce and American Fork City

The American Fork Chamber of Commerce provided American Fork City with general support services and performed activities designed to assist the City in maintaining a positive business image. This report is a comprehensive list of duties and tasks the Chamber has accomplished pursuant to the 2019-2020 Economic Development Contract.

- A. The Chamber served as a point of contact for businesses and inquiries in terms of economic development.
 - 1) We received approximately 2-3 calls/e-mails per week specific to economic development in American Fork.
 - a. Firms both in and out of Utah have inquired about the Opportunity Zone and potential investment opportunities
 - b. A manufacturing firm from England contacted us and we connected them with Morinda as a potential distribution point for their product in America
 - c. Helped (are helping) businesses locate additional warehouse space or find new manufacturing space in American Fork
 - d. Contacted the owners of the Towne Cinema building and are helping them connect with potential tenants and investors
 - e. Facilitated a meeting with business owners from the Osmond Development on 500 East and City staff. Through this process, we had a couple of meetings with Jared Osmond, the developer, separate meetings and calls with individual business owners, and provided useful feedback to the city to help resolve accessibility issues
 - f. Answered several calls relating to how businesses should handle or navigate issues related to the COVID-19 pandemic (see COVID-19 section for more details)
 - g. Referred several businesses to Adam Olsen as they have shown interest in specific properties or had zoning questions
 - h. Met with business owners and developers to discuss available spaces and potential businesses to fill these spaces
- B. The chamber maintained the economic development website that helps promote business growth and retention in American Fork. Website url: www.workamericanfork.com
 - 1) We had approximately 1500 visitors to the website over the past 12 months.
 - a. Several hours have been dedicated to updated and refreshing information on the website
 - b. In addition to economic development inquiries, we have answered several questions about the job market, housing, schools, healthcare, recreation, etc.

- C. The Chamber produced and is producing marketing materials to assist in attracting and retaining companies to American Fork.
 - 1) Planned to produce and mail out the annual Chamber magazine in April but have delayed the magazine until early September 2020
 - 2) Created a “Shop Local & Support Local” campaign. This included banners placed throughout the city, a Facebook group to help promote local business, and social media posts
 - 3) Created daily stories on Instagram and Facebook highlighting local businesses

- D. The Chamber created relationships and represented the city with national, state, local, and interlocal agencies involved with economic development.
 - 1) Attended breakfasts/networking events hosted by EDCUtah
 - 2) Attended lunches/networking events hosted by MAG
 - 3) Hosted a webinar with Val Hale, Executive Director for GOED regarding State tools available for businesses during COVID-19
 - 4) Met with Economic Development Directors both in person and online to discuss best practices, tools, and resources available for businesses
 - 5) Met with the Business Resource Center at UVU and are working on establishing satellite programs available to businesses in American Fork
 - 6) Met with the owner of the Salt Mine (a productive co-working space in Sandy) about opening a Utah County location in American Fork

- E. The Chamber worked and met 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 (specifically relating to the downtown area).
 - 1) Coordinated with Advisors Consulting Services to do a study and develop a strategic plan for Downtown American Fork
 - a. Created a downtown revitalization committee made up of business owners and professionals
 - b. Visited downtown areas in Ogden and Sugarhouse to get ideas on improvements for downtown American Fork
 - c. Hosted a luncheon for business owners and chamber members to provide feedback and ask questions about downtown revitalization
 - d. Arranged for follow-up meetings between ACS and the City to ensure that downtown plans continued to move forward
 - 2) Found a potential anchor for the TOD area and have helped coordinate several meetings with the city, developers, and the business owner
 - 3) Met with Woodbury Corporation to discuss upcoming projects and discuss the impact these projects will have on economic development

E(1). Participated with the City in a comprehensive, city-wide business retention and expansion program.

- 1) Met with Scott Sensenbaugher to discuss ways to improve the business inspection and approval process. This includes providing feedback to the city on issues faced by businesses working to open in American Fork throughout the year
- 2) Met with several companies to discuss their needs, challenges, and successes in American Fork. Through these meetings we have been able to provide valuable feedback on the business approval process and suggestions on improvements when dealing with future business. Some of the companies include:
 - Built Bar (arranged for tour with City)
 - Lion Energy
 - Bucked Up
 - American Fork Hospital
 - Power Innovations (arranged for tour with City)
 - Jared Osmond
 - Avenue Bakery
 - Towne Cinema
 - Cornerstone
 - Brainstorm
 - Ideal Furniture
 - Thermoworks
 - Business Promotion (hosted a Mayor's luncheon)
 - Morinda
 - Invisus
 - Rocky Mountain Power
 - Ken Garff
 - Doug Smith
 - Chick-fil-A
 - Super Chix
 - Bandera BBQ
 - Crumbl
 - Central Bank
 - Wells Fargo
 - Walmart
 - IFA
 - Wallaby's
 - Orange Theory
 - Fiiz
 - All Star Garage Doors
 - Keystone
 - Altabank

- E(2). Identified incentives and developed resources for the business community.
 - 1) Created a comprehensive local resource manual for each COVID-19 recovery stage to help businesses as they re-open
 - 2) Created a webinar series to help businesses understand all the tools and resources available to help them through COVID-19 pandemic
 - 3) Created new web pages with links to resources and articles pertaining to the COVID-19 pandemic

- F. The Chamber provided a forum for the Mayor's State of the City address to the Chamber's membership and invited guests.
 - 1) The event was held on Tuesday, January 14 at Fox Hollow and we had 117 people register.

- G. The Chamber worked with the Mayor and City Administrator to create and maintain a Business Council. The Council meets quarterly to discuss issues and work collaboratively to resolve those issues.
 - 1) Held a Business Council meeting via Zoom in April and discussed the impact of COVID-19 on the business community. Had several people discuss the different ways they were adapting and innovating to deal with the pandemic.
 - 2) Met with the Business Council for luncheons and to discuss issues. Held luncheons at Business Promotion, Altabank, and the City Administration Building. Key staff were invited to answer questions and several businesses were able to share information about successes and challenges they are facing

- H. The Chamber worked closely with the City to foster and support legislation mutually beneficial to the business community and the City.
 - 1) Met with state legislators to discuss issues that directly affect business
 - a. Discussed specific issues with legislators and representatives at both Pancakes and Politics events held in February

- I. The Chamber continued to manage community events that encourage retention and help connect the business community with the city and residents.
 - 1) Hosted Halloween on Main and moved the vendors from Doug Smith to Robinson Park to help manage the walking distance for families. We had over 20 booths participate at the Park. Also, coordinated with the library to add activities to help bring foot traffic into their building. Finally, coordinated with the Beautification Committee to help promote the Scarecrow Contest
 - 2) Hosted Holiday Magic on Main. Brought Santa and the Mayor in on a fire truck and worked with the library to provide activities for families
 - 3) Coordinated with the City and American Fork High School to create the "Main Street Cruise" including a car show in the Meadows and an Emergency Vehicle show by Zion's Bank. Several businesses donated gifts for the graduating seniors

J. Additional Accomplishments

- 1) Sent out two surveys to all businesses asking for feedback on COVID-19 concerns and needs
- 2) Began calling businesses and educating them on available resources
- 3) Met with business owners and developers to discuss current and future opportunities in American Fork or might be in the future.
- 4) Creating a plan to recruit potential businesses that might be interested in locating in American Fork
- 5) Took Economic Development course through UVU continuing education
- 6) Have been researching and reading articles about Economic Development through IEDC (International Economic Development Council), Downtown Development Center, BREI (Business Retention and Expansion Inter, and the US Chamber of Commerce



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 9, 2020**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action on an ordinance amending Section 15.01.1525 to the American Fork City Municipal Code, a revised detail for 620/700 South cross section.

SUMMARY RECOMMENDATION

Staff recommends approval of the amendment of Section 15.01.1525 - Cross Section of 620/700 South.

BACKGROUND

Resolution no. 2018-07-29R is an amendment to the bicycle and pedestrian element of the American Fork City General Plan. The master plan map includes a cycle track/protected bike lane from 100 East to the west City limits along 620/700 South which classified as a minor collector. The revised detail maintains the right-of-way width of 72 feet as a minor collector, but incorporates a cycle track at street level.

BUDGET IMPACT

None.

SUGGESTED MOTION

I move to adopt the ordinance approving amendment of Section 15.01.1525 relating to the 620/700 South cross section.

SUPPORTING DOCUMENTS

06-09-2020 - 620-700 South Minor Collector (PDF)

ORDINANCE NO. _____**AN ORDINANCE CREATING SECTION 15.01.1525 OF THE AMERICAN FORK CITY CODE RELATING TO THE 620/700 SOUTH MINOR COLLECTOR AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.**

Whereas, American Fork City currently has minimum width standards for streets within the city;

Whereas, American Fork finds it is in the best interest of the City to create the 620/700 South Minor Collector Cross Section; and

Whereas, the adoption of this ordinance will promote the public health, safety and welfare of the City.

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

1. Section 15.01.1525 be amended to include the 620/700 South Minor Collector cross section as shown in the attached drawing.

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

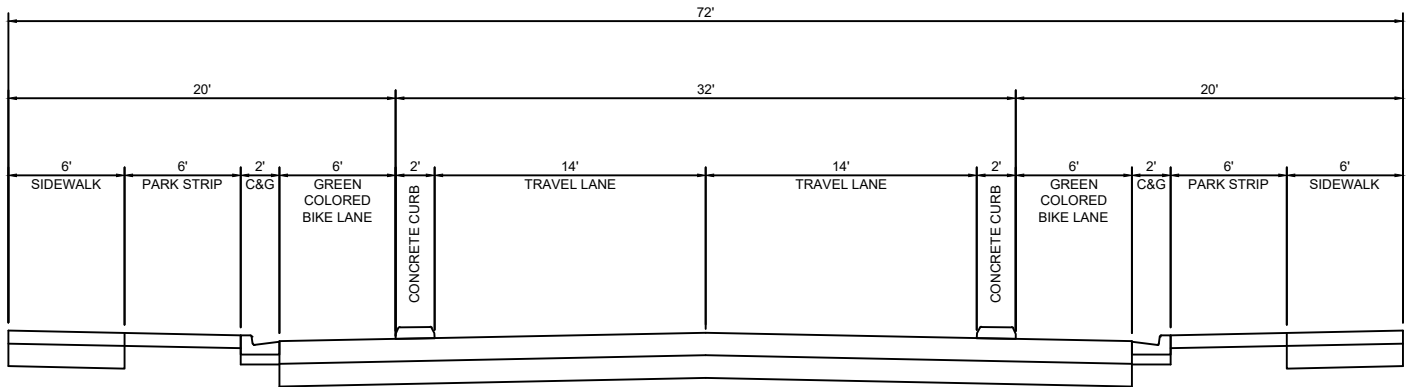
PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS 9th DAY OF JUNE, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 06-09-2020 - 620-700 South Minor Collector (Amendment of Section 15.01.1525)



620/700 SOUTH - MINOR COLLECTOR

NTS

Attachment: 06-09-2020 - 620-700 South Minor Collector (Amendment of Section 15.01.1525)

DRAWN:	MVU
REVISED:	
DATE:	JUN 2020
SCALE:	VARIES



AMERICAN FORK CITY
PUBLIC WORKS
275 EAST 200 NORTH
(801) 763-9030

STANDARD DETAIL FOR
620/700 SOUTH
MINOR COLLECTOR

DRAWING
1.2