

AMERICAN FORK CITY COUNCIL
JULY 14, 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 the comments to be read into record.

The American Fork City Council will meet in a regular session on Tuesday, July 14, 2020, electronically commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Barnes; roll call.
2. Reading of public comments.
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 June 30, 2020, special session minutes.

ACTION ITEMS

1. Ratification of city payments (June 17, 2020 to July 7, 2020) and approval of purchase requests over \$25,000.
2. Review and action on the appointment of the City Treasurer.
3. Review and action on the water banking agreement with Michael S. Loveridge.
4. Review and action on a resolution certifying authorized users to access and/or transact with the Utah Public Treasurers Investment Fund (PTIF) accounts.
5. Review and action on an escrow bond agreement with Bank of Utah & AFEW1, LLC. for Edgewater North subdivision.
6. Review and action on an escrow bond agreement with Bank of Utah & AFEW1, LLC. for The Yard subdivision.
7. Review and action on a resolution approving an amendment to the land use element of the general plan located at 280 North North-County-Boulevard, from the Residential Low Density to the Professional Office designation.
8. Review and action on an ordinance approving a zone map amendment located at 280 North North-County-Boulevard from the R-1-12,000 Residential to the PO-1 Professional Office zone.
9. Review and action on a resolution amending the written procedures governing electronic meetings.
10. Review and action on an ordinance adopting amendments to Section 17.5.133 of the American Fork City Development Code entitled "Off-Street Parking Standards".

11. Adjournment.

Dated this 8 day of July, 2020.

A handwritten signature in cursive script that reads "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
JULY 14, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the appointment of a City Treasurer.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

On May 12, 2020, David Bunker was appointed as interim city treasurer, replacing Laurel Allman who retired. The intent was to appoint the new accountant as treasurer upon hire. The city hired Karen Kester to fill that position and the recommendation is to appoint Karen Kester as city treasurer. Ms. Kester will serve as the designated city treasurer as defined in Utah State Code 10-6-141.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the appointment of Karen Kester as city treasurer.

SUPPORTING DOCUMENTS

Treasurer Duties (DOCX)

CITY TREASURER

General Purpose

Under the general supervision of the Finance Director, performs administrative duties in receiving, accounting for, depositing, and investing city funds and custody of city cash and investments.

Essential Duties

- Serves as the designated City Treasurer as defined in Utah State Code 10-6-141.
- Prepares and files all reports required of the Treasurer by state and city codes.
- Keeps an accurate detailed account of all monies received in accordance with the Uniform Fiscal Procedure Act for Utah Cities and reconciles the cash and investment accounts.

Cash Management

- Performs and oversees the receipt of all public funds and monies payable to the city and deposits all funds into the appropriate bank accounts.
- Evaluates, on a daily basis, the city's cash position to assure sufficient funds to meet the city's payable and payroll requirements.
- Co-signs all city checks along with the Director of Finance and/or the City Administrator after determining sufficient cash flow.
- Oversees the balancing and correction of errors on all deposits and credit card settlements within the city.

Investments

- Determines the amount of idle cash and provides for its investment in accordance with the Utah Money Management Act to maximize rates of return for the city, and maintains records and portfolio for all city investments.

Banking

- Works with financial institutions to maintain positive working relationships and makes sure that appropriate investment opportunities are being provided.

Internal Controls

- Creates, updates, and maintains internal controls for the city for cash handling.
- Performs internal audits of cash-handling training as needed.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Public Works **Director Approval** Scott Sensanbauger

AGENDA ITEM Review and action on the Water Banking Agreement with Michael S. Loveridge

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement with Michael S. Loveridge for water rights as shown in the agreement.

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

BUDGET IMPACT N/A

SUGGESTED MOTION Move to authorize the City to sign the Water Banking Agreement for Water Rights with Michael S. Loveridge.

SUPPORTING DOCUMENTS

2020-07-14 Water Banking Agreement - Michael S. Loveridge (PDF)

WATER BANKING AGREEMENT

This Water Banking Agreement (“**Agreement**”) is entered into as of the 14 day of July, 2020 (“**Effective Date**”), by and between Michael S. Loveridge (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Water Right No. 55-13112 (“**Water Right**”) has been or will be deeded by Owner to the City; and

WHEREAS Permanent Change Application a45654 (“**Change Application**”), which is associated with the Water Right and was approved by an Order of the State Engineer dated June, 22, 2020, permits the diversion of 2.00 acre-feet from City’s wells for municipal purposes within City’s service area; and

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

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

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

AGREEMENT

1. **Transfer and Acceptance of the Water Right**. Owner has conveyed and assigned, or will convey and assign, the Water Right to City by warranty deed, and City has accepted or will accept the conveyance and assignment of the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Right.

2. **Title Insurance**. City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right.

3. **Water Credits**. In exchange for the transfer of the Water Right, City hereby grants to Owner water dedication credits for 2.00 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request

a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

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

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

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

7. City's Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

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

9. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

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

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

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

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

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

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

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

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

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

AMERICAN FORK CITY

Attest: _____
Terilyn Lurker, City Recorder

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

By: Michael S. Loveridge

On the ____ day of _____, 20__, Michael S. Loveridge personally appeared me and duly acknowledged that he, executed this Water Banking Agreement for the purposes stated therein.

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EXHIBIT A**ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between Michael S. Loveridge ("Assignor"), whose mailing address is 508 South Storrs Avenue, American Fork, Utah 84003, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement between American Fork City and Michael S. Loveridge, dated July 14, 2020.

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

DATED this ____ day of _____, 20__.

Transferor

State of _____)
:ss
County of _____)

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

Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a resolution certifying authorized users to access and/or transact with the Utah Public Treasurers Investment Fund (PTIF) accounts.

SUMMARY RECOMMENDATION

Staff recommends approval.

BACKGROUND

The City has funds invested in the Utah Public Treasurers' Investment Fund (PTIF), which is available to state and local government entities as a short-term cash investment vehicle. The state Treasurer's Office (which manages the PTIF) now requires all participants to adopt a resolution authorizing at least two individuals to make changes to the PTIF account. Changes would include such items as: Adding or deleting users to the online PTIF account management system; making account transactions; adding, deleting, or making changes to bank accounts tied to PTIF accounts; opening or closing PTIF accounts; and completing any necessary forms in connection with such changes. Per Utah Code 10-6-141, the City Treasurer is custodian of all money, bonds, or other securities of the City. Because the City's Finance Director currently reconciles the bank accounts, she should not have the ability to make changes, withdrawals, etc. to the account.

BUDGET IMPACT

No budget impact.

SUGGESTED MOTION

I move to approve the resolution authorizing David Bunker and Karen Kester to make changes to American Fork City's investments with the Public Treasurer's Investment Fund (PTIF).

SUPPORTING DOCUMENTS

PTIF Resolution (DOC)

Office of the State Treasurer - Public Entity Resolution (PDF)

RESOLUTION NO. _____

WHEREAS, American Fork City is now required to certify individuals who are authorized to add or delete users to access and/or transact with Public Treasurers' Investment Fund (PFIT); to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with changes on behalf of American Fork City; and

WHEREAS, American Fork City is required to name two individuals authorized to act on behalf of the city;

NOW, THEREFORE, the City Council of American Fork hereby certifies David Bunker, the City Administrator, and Karen Kester, the City Treasurer, to be the authorized individuals to act on behalf of the city and authorizes the Mayor to sign the attached Public Entity Resolution as provided by the Office of the State Treasurer.

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 14 DAY OF JULY, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: PTIF Resolution (Authorized users on Utah Public Treasurers Investment Fund accounts)



1. Certification of Authorized Individuals

I, Bradley J. Frost (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of American Fork City (Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
David Bunker	City Administrator	dbunker@afcity.net	
Karen Kester	City Treasurer	kkester@afcity.net	

The authority of the named individuals to act on behalf of American Fork City (Name of Legal Entity) shall remain in full force and effect until written revocation from American Fork City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 14 day of July, 2020, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
	July 14, 2020	Bradley J. Frost	Mayor

STATE OF UTAH)
COUNTY OF Utah) §

Subscribed and sworn to me on this 14 day of July, 2020, by Bradley J. Frost (Name), as Mayor (Title) of American Fork City (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature_____



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Escrow Bond Agreement with Bank of Utah & AFEW1, LLC. for Edgewater North Subdivision.

SUMMARY RECOMMENDATION Bank of Utah & AFEW1, LLC. proposes an Escrow Bond Agreement for system improvements along 1100 West, 300 South, and 350 South of the recently approved Edgewater North Subdivision.

BACKGROUND The City Council approved the Edgewater North Subdivision development at the May 5, 2020 City Council regular session meeting. AFEW1, LLC. 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 Bank of Utah & AFEW1, LLC.

SUPPORTING DOCUMENTS

Escrow Bond Agreement - Edgewater North Roadway (RTF)

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 14 day of July, 2020, by and between, Bank of Utah, a Utah Banking Institution, (hereinafter referred to as the “Bank”), AFEW1 Limited Liability Company, (hereinafter referred to as the “Developer”), and American Fork City, a Municipal Corporation of the State of Utah (hereinafter referred to as the “City”).

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

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

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

WHEREAS, the Developer has placed the sum of one million six hundred ninety-seven thousand four hundred eighty-four dollars and 44 cents (\$1,697,484.44) in an escrow account in the name of AFEW1 with account number 13667500 with the Bank to guarantee construction of the required improvements pursuant to the terms of the American Fork Municipal Code;

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

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

Municipal Code.

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

are not paid, the City Council may declare the Developer to be in default. The Developer acknowledges that it has informed or will inform its contractors and subcontractors of the release provision of this escrow account.

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

incurred by the non-defaulting party in enforcing any of the terms of this Agreement.

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

BANK OF UTAH

 By: Kelly Hale
 Its: Senior Vice President and Team Lead

On this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Kelly Hale, Senior Vice President/Team Lead.

AFEW1 Limited Liability Company

 By: Bart Brockbank
 Its: Member - Manager

On this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Bart Brockbank, Member/Manager.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Escrow Bond Agreement with Bank of Utah & AFEW1, LLC. for The Yard Subdivision

SUMMARY RECOMMENDATION Bank of Utah & AFEW1, LLC. proposes an Escrow Bond Agreement for system improvements along 200 South, 1100 West, and 300 South of the recently approved The Yard.

BACKGROUND The City Council approved the The Yard Plat A subdivision development at the May 5, 2020 City Council regular session meeting. AFEW1, LLC. 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 Bank of Utah & AFEW1, LLC.

SUPPORTING DOCUMENTS

Escrow Bond Agreement - The Yard (RTF)

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 14 day of July, 2020, by and between, Bank of Utah, a Utah Banking Institution, (hereinafter referred to as the “Bank”), AFEW1 Limited Liability Company, (hereinafter referred to as the “Developer”), and American Fork City, a Municipal Corporation of the State of Utah (hereinafter referred to as the “City”).

WHEREAS, Developer desires to construct and develop a subdivision in American Fork City located at approximately 250 South 1100 West, American Fork, Utah 84003, and known as The Yard (“Development”); and

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

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

WHEREAS, the Developer has placed the sum of one hundred eighty-one thousand seven hundred nine dollars and zero cents (\$181,709.00) in an escrow account in the name of AFEW1 with account number 13667500 with the Bank to guarantee construction of the required improvements pursuant to the terms of the American Fork Municipal Code;

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

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

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

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

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

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

BANK OF UTAH

 By: Kelly Hale
 Its: Senior Vice President and Team Lead

On this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Kelly Hale, Senior Vice President/Team Lead.

AFEW1 Limited Liability Company

 By: Bart Brockbank
 Its: Member - Manager

On this ____ day of _____, 2020, the foregoing instrument was acknowledged before me by Bart Brockbank, Member/Manager.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on a resolution approving an amendment to the land use element of the general plan located at 280 North North-County-Boulevard, from the Residential Low Density to the Professional Office designation.

SUMMARY RECOMMENDATION The planning commission recommended approval of the amendment to the land use element of the general plan located at 280 North North-County-Boulevard as stated in the attached minutes of the June 17, 2020 planning commission meeting.

BACKGROUND The applicant proposes to change the land use designation of this residential parcel to professional office for future development as a medical office project. For further analysis, please refer to the attached resolution, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the resolution approving an amendment to the land use element of the general plan located at 280 North North-County-Boulevard, from the Residential Low Density to the Professional Office designation.

SUPPORTING DOCUMENTS

1. Res (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL PLAN LOCATED IN THE VICINITY OF 280 NORTH NORTH-COUNTY-BOULEVARD FROM THE RESIDENTIAL LOW DENSITY TO THE PROFESSIONAL OFFICE LAND USE DESIGNATION.

WHEREAS, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a positive recommendation regarding this request and

WHEREAS, the City Council has received a positive recommendation from the Planning Commission, and has reviewed the request further, all in accordance with Utah State law.

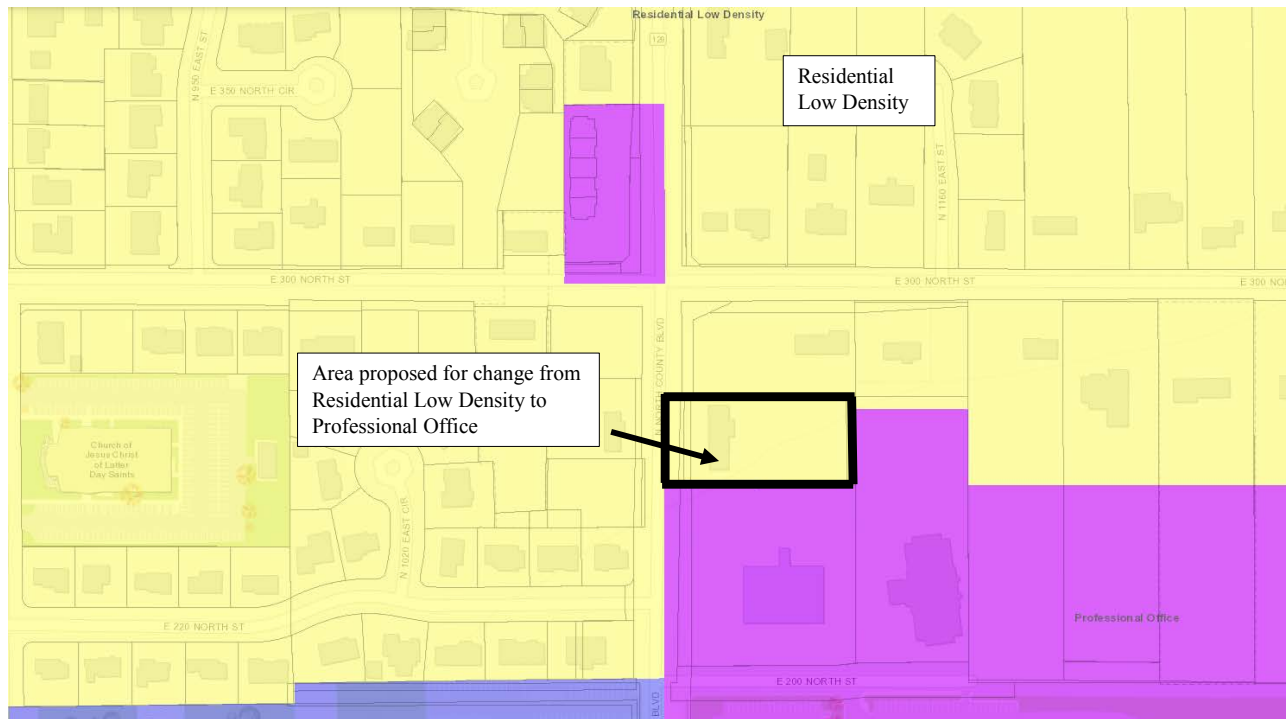
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 280 North North-County-Boulevard be amended from the Residential Low Density to the Professional Office designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

Exhibit A

Land Use Map



Attachment: 1. Res (Land Use 280 N North-Cty-Blvd)

SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2020.

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Res (Land Use 280 N North-Cty-Blvd)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: June 17, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS: Hearing, review and action on a land use map amendment located at 280 N. North County Boulevard, from the residential low density to the professional office designation.

Hearing, review and action on a zone map amendment located at 280 N. North County Boulevard, from the R1-12,000 Residential zone to the PO-1 (Professional Office) zone.

ACTION REQUESTED: Recommendations of approval for land use and zone map amendments.

BACKGROUND INFORMATION				
Location:		280 N. North County Boulevard		
Applicants:		Evan Nixon/Justin Anderson		
Existing Land Use:		Residential		
Proposed Land Use:		Professional Office		
Surrounding Land Use:	North	Professional Office		
	South	Professional Office		
	East	Professional Office		
	West	Residential		
Existing Zoning:		R1-12,000		
Proposed Zoning:		PO-1		
Surrounding Zoning:	North	PO-1		
	South	PO-1		
	East	PO-1		
	West	R1-9,000		
Land Use Plan Designation:		Residential Low Density* (proposed for amendment to Professional Office)		
Zoning within Land Use Plan?		x	Yes (current zone)	No

Background

The applicant proposes to amend the land use and zone map designations at 280 N. North County Boulevard, from a residential designation to the professional office designation. Due to proximity to the American Fork Hospital, the area is undergoing transition and development from residential to medical/professional office uses in support of the hospital area. If approved, the existing home will be removed, and the area redeveloped into medical/office use. Directly north, at the corner of 300 North and North

County Boulevard, a medical facility is under construction. Additional professional office uses are being constructed in the vicinity. Staff supports the request to amend the land use and zone map designations.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.

UNAPPROVED MINUTES

1 **Mr. Dupaix moved to approve the zone map amendment.**

2 **Ms. Anderson seconded the motion. Voting was as follows:**

3	Chairman Woffinden	Aye
4	Chris Christiansen	Aye
5	Christine Anderson	Aye
6	Geoff Dupaix	Aye
7	Ryan Hunter	Aye
8	Rod Brocious	Aye

9 **The motion passed.**

10

11

12 2. Hearing, review and action on a land use map amendment from the Residential Low
 13 Density to the Professional Office designation in the area of 280 N. North County
 14 Boulevard

15

16 Ms. Anderson asked about the plans for the surrounding properties, she would like to keep the
 17 office designation from creeping into the residential area past the corner.

18 Mr. Olsen replied that as the surrounding land owners on that corner sell, they will likely go to the
 19 office designation as well.

20

21 **Public Hearing Opened**

22

23 **Public Hearing Closed**

24

25 **Mr. Brocious moved to approve the land use amendment.**

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

27	Chairman Woffinden	Aye
28	Chris Christiansen	Aye
29	Christine Anderson	Aye
30	Geoff Dupaix	Aye
31	Ryan Hunter	Aye
32	Rod Brocious	Aye

33 **The motion passed.**

34

Attachment: 3. Minutes (Land Use 280 N North-Cty-Blvd)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a zone map amendment located at 280 North North-County-Boulevard from the R-1-12,000 Residential to the PO-1 Professional Office zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the zone map amendment located at 280 North North-County-Boulevard as stated in the attached minutes of the June 17, 2020 planning commission meeting.

BACKGROUND The applicant proposes to change the zoning for this parcel located in proximity to the American Fork Hospital from single family residential to professional office in anticipation of a medical/office project. For further analysis, please refer to the attached resolution, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving a zone map amendment located at 280 North North-County-Boulevard from the R-1-12,000 Residential to the PO-1 Professional Office zone.

SUPPORTING DOCUMENTS

1. Ord (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

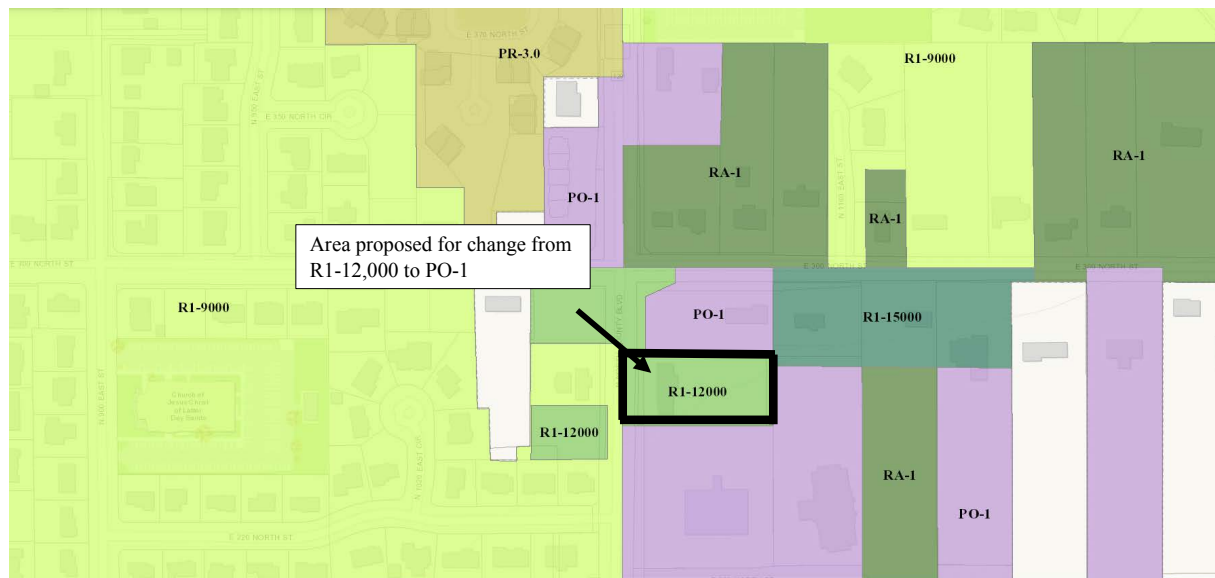
ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH. BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended from the R-1-12,000 Residential to the PO-1 Professional Office zone located in the vicinity of 280 North North-County-Boulevard as shown on the map below.

Zone Map



PART III

That this Ordinance shall be in force and effect upon its passage and first publication.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF
AMERICAN FORK, UTAH, THIS 14th DAY OF JULY, 2020.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Zoning 280 N N-Cty-Blvd)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: June 17, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS: Hearing, review and action on a land use map amendment located at 280 N. North County Boulevard, from the residential low density to the professional office designation.

Hearing, review and action on a zone map amendment located at 280 N. North County Boulevard, from the R1-12,000 Residential zone to the PO-1 (Professional Office) zone.

ACTION REQUESTED: Recommendations of approval for land use and zone map amendments.

BACKGROUND INFORMATION				
Location:		280 N. North County Boulevard		
Applicants:		Evan Nixon/Justin Anderson		
Existing Land Use:		Residential		
Proposed Land Use:		Professional Office		
Surrounding Land Use:	North	Professional Office		
	South	Professional Office		
	East	Professional Office		
	West	Residential		
Existing Zoning:		R1-12,000		
Proposed Zoning:		PO-1		
Surrounding Zoning:	North	PO-1		
	South	PO-1		
	East	PO-1		
	West	R1-9,000		
Land Use Plan Designation:		Residential Low Density* (proposed for amendment to Professional Office)		
Zoning within Land Use Plan?		x	Yes (current zone)	No

Background

The applicant proposes to amend the land use and zone map designations at 280 N. North County Boulevard, from a residential designation to the professional office designation. Due to proximity to the American Fork Hospital, the area is undergoing transition and development from residential to medical/professional office uses in support of the hospital area. If approved, the existing home will be removed, and the area redeveloped into medical/office use. Directly north, at the corner of 300 North and North

County Boulevard, a medical facility is under construction. Additional professional office uses are being constructed in the vicinity. Staff supports the request to amend the land use and zone map designations.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.

UNAPPROVED MINUTES

AMERICAN FORK CITY PLANNING COMMISSION MINUTES JUNE 17, 2020

The American Fork City Planning Commission met in a regular session on June 17, 2020 in an electronic meeting on the Zoom platform, viewable on the City's YouTube link, commencing at 7:00 p.m.

Present: John Woffinden
Chris Christiansen
Geoff Dupaix
Ryan Hunter
Christine Anderson
Rod Brocious

Absent: Harold Dudley

Staff Present: Adam Olsen, City Planner
Wendelin Knobloch, Planner
Ben Hunter, Engineer
Lisa Halversen, Administrative Assistant

Public Comments Received: Carolyn Lloyd, Tresa Chadwick, Norman Chadwick, Tyler Skidmore

1. Hearing, review and action on a zone map amendment from the R1-12,000 Residential zone to the PO-1 Professional Office zone located at 280 N. North County Boulevard

Chairman Woffinden stated that items 1 and 2 will be discussed together but voted on separately.

Mr. Olsen stated that the applicant proposes to amend the land use and zone map designations at 280 N. North County Boulevard, from a residential designation to the professional office designation. Due to proximity to the American Fork Hospital, the area is undergoing transition and development from residential to medical/professional office uses in support of the hospital area. If approved, the existing home will be removed, and the area redeveloped into medical/office use. Directly north, at the corner of 300 North and North County Boulevard, a medical facility is under construction. Additional professional office uses are being constructed in the vicinity. Staff supports the request to amend the land use and zone map designations.

Public Hearing Opened

Public Hearing Closed

UNAPPROVED MINUTES

1 **Mr. Dupaix moved to approve the zone map amendment.**

2 **Ms. Anderson seconded the motion. Voting was as follows:**

3	Chairman Woffinden	Aye
4	Chris Christiansen	Aye
5	Christine Anderson	Aye
6	Geoff Dupaix	Aye
7	Ryan Hunter	Aye
8	Rod Brocious	Aye

9 **The motion passed.**

10

11

12 2. Hearing, review and action on a land use map amendment from the Residential Low
 13 Density to the Professional Office designation in the area of 280 N. North County
 14 Boulevard

15

16 Ms. Anderson asked about the plans for the surrounding properties, she would like to keep the
 17 office designation from creeping into the residential area past the corner.

18 Mr. Olsen replied that as the surrounding land owners on that corner sell, they will likely go to the
 19 office designation as well.

20

21 **Public Hearing Opened**

22

23 **Public Hearing Closed**

24

25 **Mr. Brocious moved to approve the land use amendment.**

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

27	Chairman Woffinden	Aye
28	Chris Christiansen	Aye
29	Christine Anderson	Aye
30	Geoff Dupaix	Aye
31	Ryan Hunter	Aye
32	Rod Brocious	Aye

33 **The motion passed.**

34



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a resolution amending the written procedures governing electronic meetings.

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution.

BACKGROUND

The city currently has a resolution in place that allows for the public bodies to participate in meetings electronically. Currently, the Governor has allowed public bodies to hold public meetings without an anchor location through August due to the COVID-19 situation. The state legislature recently passed HB 5002 which amends the provisions of the Open and Public Meetings Act with regards to the anchor location in electronic meetings. The bill modified notice provisions relating to electronic meetings held without an anchor location and enacts requirements relating to the public's ability to view or hear and make comments during the open portion of an electronic meeting held without an anchor location. This bill also permits a public body to hold an electronic meeting without an anchor location if the chair of the public body makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who would attend the meeting.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the resolution amending the written procedures governing electronic meetings.

SUPPORTING DOCUMENTS

Electronic Meetings Rev. 7.8.20 - redlined (PDF)

Electronic Meetings Rev. 7.8.20 - Final Copy (PDF)

RESOLUTION NO. 2020-__-__R

A RESOLUTION AMENDING THE WRITTEN PROCEDURES GOVERNING ELECTRONIC MEETINGS.

WHEREAS, American Fork City has adopted written procedures governing electronic meetings where one or more members of the City Council is/are participating by means of a telephonic or telecommunications conference; Deleted: and

WHEREAS, Utah Code Ann. 52-4-202 and 52-4-207 governing electronic meetings was amended in June of 2020;

WHEREAS, it has become necessary to amend the written procedures to provide all Public Bodies the ability to utilize electronic meetings.

NOW, THEREFORE, the City Council of American Fork resolves to amend the written procedures governing electronic meetings to read as follows:

SECTION I: PROCEDURES AND POLICIES REGARDING ELECTRONIC MEETINGS.

RESOLVED, that the Chair of a respective Public Body may excuse one or more members of the Public Body from personally attending a hearing or meeting (hereinafter collectively referred to as "meeting") of the Public Body, and authorize such member or members to participate electronically in said meeting, subject to the following rules, regulations, policies, and procedures:

1. Notice to Chair: Notice shall be provided to the Chair of the respective Public Body by the Public Body member desiring to participate electronically at least 48 hours prior to the electronic meeting, so that the notice requirements of Utah Code Ann. Sections 52-4-202 and 52-4-207 (1953, as amended), may be satisfied.
2. Notice Requirements: The notice requirements of Utah Code Ann. Sections 52-4-202 and 52-4-207 (1953, as amended), shall be satisfied.
 - a. Public Notice.
 - (1) Public notice of such meeting, and the fact that one or more members of the Public Body intend to be participating electronically, shall be given pursuant to the provisions of Utah Code Ann. Section 52-4-202(1953, as amended); Deleted: :

- (a) Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, by posting written notice thereof at the City Administrative Offices; and
- (b) By providing written notice on the Utah Public Notice Website and at least one newspaper of general circulation within the geographic jurisdiction of the Public Body or to a local media correspondent.
- (2) The notice requirement may be disregarded due to unforeseen circumstances as set forth in Utah Code Ann. 52-4-202(5).
- (3) Public notice shall, in addition to meeting the requirements of Utah Code Ann. Section 52-4-202 (1953, as amended), include the following:
- (a) "Notice of Electronic Meeting" in the caption of the Notice.
- (b) A statement that one or more members of the Public Body expect to be physically absent from the meeting, but intend to be participating electronically therein.
- (c) Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, by posting written notice at the anchor location (the site where the meeting is physically occurring).
- b. Notice to Members of the Public Body.
- (1) At least 24 hours prior to the electronic meeting, notice shall be given to the members of the Public Body of said meeting.
- (2) Such notice shall include a description of the manner in which, or the method whereby, any physically-absent member of the Public Body intending to participate electronically will be connected to the meeting.
3. Equipment. Voice transmission and sound equipment must provide for and facilitate the following:
- a. The ability of the Public Body member participating electronically to clearly hear:
- (1) The members of the Public Body;
- (2) The City Staff advising the Public Body; and
- (3) Any member of the public addressing the Public Body.
- b. Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting; or

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- c. For an electronic meeting held without an anchor location, provide means by which the public may hear, or view and hear, the open portions of the meeting; and
- d. If comments from the public will be accepted during the electronic meeting, provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting; or
- e. For an electronic meeting held without an anchor location, provide means by which members of the public may provide comments by electronic means to the public body.
4. Anchor Location. Except for an electronic meeting held without an anchor location, one or more anchor locations for the public meeting, at least one of which is in the building and political subdivision where the public body would normally meet if they were not holding an electronic meeting.
5. No Anchor Location. A public body may convene and conduct an electronic meeting without an anchor location if the chair of the public body:
- makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location;
 - states in the written determination the facts upon which the determination is based;
 - includes in the public notice for the meeting, and reads at the beginning of the meeting, the information set forth in Subsection 5a. and 5b.;
 - includes the public notice information on how a member of the public may view or make a comment at the meeting.
6. Written Determination. A written determination described in Subsection 5 expires 30 days after the day on which the chair of the public body makes the determination.
7. Use of Equipment. That the Chair of the respective Public Body may require the members of the Public Body, City Staff, and/or the public to use a microphone, speak loudly and clearly, and/or use the lectern in order that the preceding requirement may be met.
8. Quorum. Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, that, except with prior written permission of the Chair of the respective body, no electronic meeting shall commence or continue unless a quorum of members of the Public Body are physically present at the anchor location of the meeting.

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Deleted: So far as is reasonably practicable, the ability of the public attending the meeting to hear the member of the Public Body participating electronically.

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9. Participation. That unless otherwise permitted by the Chair of the respective Public Body, any member participating electronically shall consent to – and be required to – electronically participate in the *entire* meeting or hearing in which he or she desires to participate.

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a. The Chair of the respective Public Body may permit a member of the Public Body to participate in only a portion of the meeting if:

- (1) The member, in giving notice to the Chair of the respective Public Body under Section One hereof of his or her desire to participate electronically, requests that he or she participate in only a portion of the meeting, states his or her reason(s) therefor, and specifies the portion of the meeting in which he or she intends to participate.
- (2) The Chair of the respective Public Body approves the request to participate in only a portion of the meeting – weighing the reason(s) in support of the request against the public interests of having the member participate in the entire meeting, including any actual or perceived harm or delay which may be caused to someone seeking relief or some other action in the portion of the meeting in which the member does not intend to participate.
- (3) The notices under Section Two hereof indicate the portion of the meeting in which the member will be participating electronically.
- (4) If the member will not be participating at the commencement of the meeting, the member has made arrangements prior to the meeting for the City to establish contact with him or her during the course of the meeting so that he or she can participate during the portion of the meeting in which he or she intends to participate.

11. Voice Vote. That all actions at such meetings will be taken by voice vote, where each member of the Public Body shall separately and orally state on the record his or her vote.

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12. Sparingly. That electronic participation by any given Public Body member is to be exercised sparingly – giving due regard to the concerns of the public for openness, fairness, and an adequate and meaningful opportunity for constituents to be heard and to witness their government in action.

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SECTION II: SEVERABILITY.

The sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Resolution.

SECTION III: EFFECTIVE DATE.

The American Fork City Council specifically finds that it is necessary for the immediate preservation of the health, safety, welfare, and interests of the present and future inhabitants of the City of American Fork that this Resolution take effect immediately upon passage.

PASSED by the American Fork City Council this ____ day of _____, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

RESOLUTION NO. 2020-__-__R

A RESOLUTION AMENDING THE WRITTEN PROCEDURES GOVERNING ELECTRONIC MEETINGS.

WHEREAS, American Fork City has adopted written procedures governing electronic meetings where one or more members of the City Council is/are participating by means of a telephonic or telecommunications conference;

WHEREAS, Utah Code Ann. 52-4-202 and 52-4-207 governing electronic meetings was amended in June of 2020;

WHEREAS, it has become necessary to amend the written procedures to provide all Public Bodies the ability to utilize electronic meetings.

NOW, THEREFORE, the City Council of American Fork resolves to amend the written procedures governing electronic meetings to read as follows:

SECTION I: PROCEDURES AND POLICIES REGARDING ELECTRONIC MEETINGS.

RESOLVED, that the Chair of a respective Public Body may excuse one or more members of the Public Body from personally attending a hearing or meeting (hereinafter collectively referred to as "meeting") of the Public Body, and authorize such member or members to participate electronically in said meeting, subject to the following rules, regulations, policies, and procedures:

1. Notice to Chair: Notice shall be provided to the Chair of the respective Public Body by the Public Body member desiring to participate electronically at least 48 hours prior to the electronic meeting, so that the notice requirements of Utah Code Ann. Sections 52-4-202 and 52-4-207 (1953, as amended), may be satisfied.
2. Notice Requirements: The notice requirements of Utah Code Ann. Sections 52-4-202 and 52-4-207 (1953, as amended), shall be satisfied.
 - a. Public Notice.
 - (1) Public notice of such meeting, and the fact that one or more members of the Public Body intend to be participating electronically, shall be given pursuant to the provisions of Utah Code Ann. Section 52-4-202(1953, as amended):

- (a) Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, by posting written notice thereof at the City Administrative Offices; and
 - (b) By providing written notice on the Utah Public Notice Website and at least one newspaper of general circulation within the geographic jurisdiction of the Public Body or to a local media correspondent.
 - (2) The notice requirement may be disregarded due to unforeseen circumstances as set forth in Utah Code Ann. 52-4-202(5).
 - (3) Public notice shall, in addition to meeting the requirements of Utah Code Ann. Section 52-4-202 (1953, as amended), include the following:
 - (a) "Notice of Electronic Meeting" in the caption of the Notice.
 - (b) A statement that one or more members of the Public Body expect to be physically absent from the meeting, but intend to be participating electronically therein.
 - (c) Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, by posting written notice at the anchor location (the site where the meeting is physically occurring).
 - b. Notice to Members of the Public Body.
 - (1) At least 24 hours prior to the electronic meeting, notice shall be given to the members of the Public Body of said meeting.
 - (2) Such notice shall include a description of the manner in which, or the method whereby, any physically-absent member of the Public Body intending to participate electronically will be connected to the meeting.
3. Equipment. Voice transmission and sound equipment must provide for and facilitate the following:
- a. The ability of the Public Body member participating electronically to clearly hear:
 - (1) The members of the Public Body;
 - (2) The City Staff advising the Public Body; and
 - (3) Any member of the public addressing the Public Body.
 - b. Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting; or

- c. For an electronic meeting held without an anchor location, provide means by which the public may hear, or view and hear, the open portions of the meeting; and
 - d. If comments from the public will be accepted during the electronic meeting, provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting; or
 - e. For an electronic meeting held without an anchor location, provide means by which members of the public may provide comments by electronic means to the public body.
- 4. **Anchor Location.** Except for an electronic meeting held without an anchor location, one or more anchor locations for the public meeting, at least one of which is in the building and political subdivision where the public body would normally meet if they were not holding an electronic meeting.
- 5. **No Anchor Location.** A public body may convene and conduct an electronic meeting without an anchor location if the chair of the public body:
 - a. makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location;
 - b. states in the written determination the facts upon which the determination is based;
 - c. includes in the public notice for the meeting, and reads at the beginning of the meeting, the information set forth in Subsection 5a. and 5b.;
 - d. includes the public notice information on how a member of the public may view or make a comment at the meeting.
- 6. **Written Determination.** A written determination described in Subsection 5 expires 30 days after the day on which the chair of the public body makes the determination.
- 7. **Use of Equipment.** That the Chair of the respective Public Body may require the members of the Public Body, City Staff, and/or the public to use a microphone, speak loudly and clearly, and/or use the lectern in order that the preceding requirement may be met.
- 8. **Quorum.** Except for an electronic meeting held without an anchor location as permitted by Utah Code Ann. 52-4-207, that, except with prior written permission of the Chair of the respective body, no electronic meeting shall commence or continue unless a quorum of members of the Public Body are physically present at the anchor location of the meeting.

9. Participation. That unless otherwise permitted by the Chair of the respective Public Body, any member participating electronically shall consent to – and be required to – electronically participate in the *entire* meeting or hearing in which he or she desires to participate.
 - a. The Chair of the respective Public Body may permit a member of the Public Body to participate in only a portion of the meeting if:
 - (1) The member, in giving notice to the Chair of the respective Public Body under Section One hereof of his or her desire to participate electronically, requests that he or she participate in only a portion of the meeting, states his or her reason(s) therefor, and specifies the portion of the meeting in which he or she intends to participate.
 - (2) The Chair of the respective Public Body approves the request to participate in only a portion of the meeting – weighing the reason(s) in support of the request against the public interests of having the member participate in the entire meeting, including any actual or perceived harm or delay which may be caused to someone seeking relief or some other action in the portion of the meeting in which the member does not intend to participate.
 - (3) The notices under Section Two hereof indicate the portion of the meeting in which the member will be participating electronically.
 - (4) If the member will not be participating at the commencement of the meeting, the member has made arrangements prior to the meeting for the City to establish contact with him or her during the course of the meeting so that he or she can participate during the portion of the meeting in which he or she intends to participate.
11. Voice Vote. That all actions at such meetings will be taken by voice vote, where each member of the Public Body shall separately and orally state on the record his or her vote.
12. Sparingly. That electronic participation by any given Public Body member is to be exercised sparingly – giving due regard to the concerns of the public for openness, fairness, and an adequate and meaningful opportunity for constituents to be heard and to witness their government in action.

SECTION II: SEVERABILITY.

The sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Resolution.

SECTION III: EFFECTIVE DATE.

The American Fork City Council specifically finds that it is necessary for the immediate preservation of the health, safety, welfare, and interests of the present and future inhabitants of the City of American Fork that this Resolution take effect immediately upon passage.

PASSED by the American Fork City Council this ____ day of _____, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance adopting amendments to Section 17.5.133 of the American Fork City Development Code entitled “Off-Street Parking Standards”.

SUMMARY RECOMMENDATION The planning commission recommended approval of the development code text amendment as stated in the attached minutes of the June 17, 2020 planning commission meeting.

BACKGROUND This development code text amendment proposes to eliminate inconsistencies with regard to parking requirements in multi-family zones. For further analysis, please refer to the attached development code text amendment, application materials, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to approve the ordinance adopting an amendment to Section 17.5.133 of the American Fork City Development Code entitled “Off-Street Parking Standards”.

SUPPORTING DOCUMENTS

- Off-Street Parking Recommended Parking Ratio Requirements (DOCX)
- 2. Staff Report (PDF)
- 3. Minutes (PDF)

ORDINANCE NO. _____**AN ORDINANCE AMENDING SECTION 17.5.133 OF THE AMERICAN FORK CITY CODE RELATING TO OFF-STREET PARKING STANDARDS.**

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;

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

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the city code relating to the off-street parking standards.

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

PART I**Text of Ordinance**

1. Section 17.5.133(6) shall be amended to read as follows:
6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

RECOMMENDED PARKING RATIO REQUIREMENTS*

Use	Parking Spaces Required	Comments
Residential		
~~Single family dwelling unit~~ Multi-family dwelling unit	~~2 per dwelling unit~~	

Studio	~~1.25 per dwelling unit~~	
One bedroom	~~1.5 per dwelling unit~~	
~~Two or more bedrooms~~	~~2 per dwelling unit~~	
Accessory dwelling unit	1 per dwelling unit	
Sleeping rooms	1 per unit or room plus 2 for owner/manager	
Commercial lodgings	1.25 per guest room, plus 10 per ksf restaurant lounge, plus 30 per ksf meeting/banquet room (<50 ksf per guest room) or 20 per ksf meeting/banquet room (>50 ksf per guest room)	Peak spaces for each component shown; use shared parking analysis to determine appropriate parking ratio for particular hotel ³
Elderly housing, independent living	0.6 per dwelling unit	¹
Elderly housing, assisted living	0.4 per dwelling unit	¹
Group, convalescent, and nursing homes	1 per room	¹
Day care center	0.35 per person (licensed capacity)	¹
Hospital/medical center	0.4 per employee, plus 1 per 3 beds, plus 1 per 5 average daily outpatient treatments, plus 1 per 4 medical staff, plus 1 per student/faculty/staff	
Retail/Service		

General retail (not in shopping center)	3.5 per ksf GFA**	
Grocery (freestanding)	6.0 per ksf GFA	¹
Discount superstores/clubs (freestanding)	6.0 per ksf GFA	¹
Home improvement superstores	5.0 per ksf GFA	¹
Other heavy/hard goods (furniture, appliances, building materials, etc.)	3.0 per ksf GFA	¹
Shopping centers	4.0 per ksf GLA up to 400 ksf, 4.0 to 4.5 per ksf GFA sliding scale between 400 and 600 ksf; 4.5 per ksf GLA over 600 ksf	With up to 10 percent GLA in dining/entertaining; over 10 percent use shared parking analysis ²
Personal care services	2 per treatment station but not less than 4.3 per ksf	
Coin-operated laundries	1 per 2 washing and drying machines	
Motor vehicle sales and service	2.7 per ksf GFA interior sales area, plus 1.5 ksf GFA interior or storage/display area, plus 2 per service bay	
Motor vehicle laundries	2, plus 1 per each 2 peak shift employees	
Food and Beverage		
Fine dining	21.5 per ksf GFA ³	
Casual restaurant (with bar)	22.5 per ksf GFA ³	

Family restaurant (without bar)	16.0 per ksf GFA 3	
Fast food	15.0 per ksf GFA 3	
Office and Business Services (3)		
General business offices suburban/low-rise	3.6 per ksf GFA <250 ksf, 3.35 per ksf GLA >250 ksf	1
Office downtown/mid-high-rise business center	3.0 per ksf GLA	1
Consumer service offices (freestanding)	4 per ksf GLA	1
Data processing/telemarketing/operations	6.0 per ksf GFA	1
Medical offices (multitenant)	4.5 per ksf GFA	1
Clinic (medical offices with outpatient treatment; no overnight stays)	5.5 per ksf GFA	1
Bank branch with drive-in	5.5 per ksf GFA	1
Bank headquarters (with admin offices, etc.)	4.4 per ksf GFA	1
Industrial/storage/wholesale utility	2 per ksf GFA	Add spaces as required for office, sales, or similar use when more than 10 percent GFA
Manufacturing/light industrial (single use)	1.5 per ksf	
Industrial park (multitenant or mix of service, warehouse)	2.0 per ksf	1
Warehouse	0.7 per ksf GFA	
Mini-warehouse	0.25 per ksf GFA	1

Governmental	As determined by zoning administrator	
Educational		
Elementary and secondary schools	0.35 per student	¹
College or university	Determined by parking study specific to subject institution	
Cultural/Recreational/Entertainment		
Public assembly	0.25 per person in permitted capacity	
Museum	1.5 per 1,000 annual visitors	¹
Library	4.5 per ksf GFA	¹
Religious centers	0.6 per seat	¹
Cinemas	Single-screen: 0.5 per seat; Up to 5 screens: 0.33 per seat 50 to 10 screens: 0.3 per seat Over 10 screens: 0.27 per seat	³
Theaters (live performance)	0.4 per seat	³
Arenas and stadiums	0.33 per seat	³
Health clubs and recreational facilities	2 per player or 1 per 3 persons permitted capacity	³

Source: Adopted from Transportation Planning Handbook, 2nd ed. Washington DC: Institute of Transportation Engineers, 1999, unless otherwise noted.

* All parking recommendations presented here should be considered in the context of local conditions, parking requirements, and other factors that may affect the actual number of parking spaces needed.

¹ Adopted from Parking Generation, 3rd ed. Washington DC: Institute of Transportation Engineers, 2004.

² Adopted from Parking Requirements for Shopping Centers, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 1999.

³ Adopted from Shared Parking, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 2004.

PART II Severance and Effective Date

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, UTAH THIS ____ DAY OF _____, 2020.

AMERICAN FORK CITY

BRADLEY J. FROST, MAYOR

ATTEST:

CITY RECORDER

Parking Ordinance Modification

At the May 20th 2020 meeting, the Planning Commission discussed inconsistencies found in the parking ordinance; specifically, as it deals with multi-family requirements. Discussion centered on keeping the requirement of 2.25 spaces per unit (outside of the TOD area). While this standard is to remain in effect, the Planning Commission may consider adjustment requests, supported through parking studies by those who wish to propose the adjustment. The original background information for discussion is presented below.

A few years ago, the City's parking ordinance was updated by adding reference to a table from a widely accepted planning and urban design book. This was intended to clarify and provide parking standards for uses that the ordinance did not address, particularly commercial uses. Part of this table also addressed parking for multi-family uses, breaking down multi-family by number of bedrooms, from studio units to two-bedroom and above units.

An unintended consequence of this addition was that it provided an alternate standard from the existing multi-family requirement of 2.25 spaces per unit, regardless of the type or number of bedrooms. The question is raised, do we follow the 2.25 per unit standard; or, do we follow the table, which allows flexibility based on bedroom count? The development community prefers the table due to its flexibility.

Below are the two sections of the Code dealing with multi-family parking standards; the first section to remain, and the second (with strikethrough) proposed for deletion/clarification.

1. Residential uses.

- a. One-family dwelling: Two spaces per dwelling unit. All spaces shall be located on the same parcel as the dwelling. No portion of a front or side setback area adjacent to a street, including any portion thereof used as a driveway, shall be construed as part of the required off-street parking area.
- b. Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
- c. Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.

6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

~~Single-family dwelling unit~~	~~Multi-family dwelling unit~~	~~2 per dwelling unit~~
~~Studio~~		~~1.25 per dwelling unit~~
~~One bedroom~~		~~1.5 per dwelling unit~~
~~Two or more bedrooms~~		~~2 per dwelling unit~~
~~Accessory dwelling unit~~		~~1 per dwelling unit~~

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of amending Section 17.5.133 of the American Fork City Development Code, regarding multi-family parking requirements.

DENIAL

Mr. Chairman, I move that we recommend denial of amending Section 17.5.133 of the American Fork City Development Code, regarding multi-family parking requirements.

TABLE

Mr. Chairman, I move that we table the item regarding multi-family parking requirements.

UNAPPROVED MINUTES

3. Hearing, review and action on amendments to Section 17.5.133 of the American Fork City Development Code titled "Off-Street Parking Standards"

Mr. Olsen told commissioners that at the May 20th 2020 meeting, the Planning Commission discussed inconsistencies found in the parking ordinance; specifically, as it deals with multi-family requirements. Discussion centered on keeping the requirement of 2.25 spaces per unit (outside of the TOD area). While this standard is to remain in effect, the Planning Commission may consider adjustment requests, supported through parking studies by those who wish to propose the adjustment. The original background information for discussion is presented below.

A few years ago, the City's parking ordinance was updated by adding reference to a table from a widely accepted planning and urban design book. This was intended to clarify and provide parking standards for uses that the ordinance did not address, particularly commercial uses. Part of this table also addressed parking for multi-family uses, breaking down multi-family by number of bedrooms, from studio units to two-bedroom and above units.

An unintended consequence of this addition was that it provided an alternate standard from the existing multi-family requirement of 2.25 spaces per unit, regardless of the type or number of bedrooms. The question is raised, do we follow the 2.25 per unit standard; or, do we follow the table, which allows flexibility based on bedroom count? The development community prefers the table due to its flexibility.

Below are the two sections of the Code dealing with multi-family parking standards; the first section to remain, and the second (with strikethrough) proposed for deletion/clarification.

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- b. Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
- c. Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.

6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or

UNAPPROVED MINUTES

1 upon an independent determination of parking demands for such uses in comparable locations,
2 all at the discretion of the planning commission.

3	~~Single-family dwelling unit~~ ~~Multi-family dwelling unit~~	~~2 per dwelling unit~~
4	Studio	1.25 per dwelling unit
5	~~One bedroom~~	~~1.5 per dwelling unit~~
6	~~Two or more bedrooms~~	~~2 per dwelling unit~~
7	~~Accessory dwelling unit~~	~~1 per dwelling unit~~

8

9 Public Hearing Opened

10

11 Public Hearing Closed

12

13 Mr. Brocious missed this discussion at a previous meeting, he thinks that having a little flexibility
14 adds some value in the scenario where buildings have higher density and more parking could be
15 needed.

16 Mr. Olsen indicated that there is a different standard for the TOD area, this discussion doesn't
17 apply to the TOD. The developer can present a parking study if they feel they merit a lower ratio
18 for parking and the planning commission can consider that.

19 Mr. Ryan Hunter clarified that the parking requirement is based on the number of dwelling units,
20 this is the least developer-friendly option.

21 Ms. Anderson believes that developers like the table, with its options for less parking. She thinks
22 that studio and 1-bedroom apartments may need less parking, and suggests keeping a simplified
23 table where studio and 1-bedroom apartments would be allowed to have fewer spaces.

24 Mr. Olsen said that it can be amended, and that would be an easy change.

25 Mr. Ryan Hunter said that he's not aware of any studio apartments in the city outside the TOD
26 area, and that's why the TOD has its own requirements. He added that he feels that special
27 agreements with developers should be a rare thing.

28 Chairman Woffinden expressed support of the higher parking requirements, he is concerned that
29 sufficient parking be required in the city.

30

31

UNAPPROVED MINUTES

1 **Mr. Ryan Hunter moved to approve the code text amendment regarding multi-family**
 2 **parking requirements.**

3 **Mr. Chris Christiansen seconded the motion. Voting was as follows:**

4	Chairman Woffinden	Aye
5	Chris Christiansen	Aye
6	Christine Anderson	Aye
7	Geoff Dupaix	Aye
8	Ryan Hunter	Aye
9	Rod Brocious	Aye

10 **The motion passed.**

11
 12 4. Hearing, review and action on the preliminary plan and final plat for Lakeshore Landing
 13 Block 1 Plat A, located in the area of 900 West 350 South, in the Transit-Oriented
 14 Development Overlay zone
 15
 16

17 Mr. Olsen stated that the area of Lakeshore Landing was annexed in 2018. It received approval of
 18 a district framework plan in 2019 (ADG District Framework Plan), followed by block plan
 19 approval (staff level review). As part of the lot plan submittal and review (staff level review),
 20 subdivision plats were necessary. Further lot plan review will ensure placement of structures,
 21 setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the
 22 TOD Code. The subdivision plats act as formal instruments in proceeding toward development of
 23 the site.

24 The plats anticipate both townhome and multi-family development. Planning staff recommends
 25 removal of the number of units currently labeled on lots intended for multi-family development.
 26 These numbers will ultimately be determined through future reviews; largely dependent on
 27 configuration of parking and open space elements as required by the TOD Code. Developer has
 28 agreed to remove these notes from the plats before it goes to city council.

29 Chairman Woffinden asked how the current moratorium would affect projects in the TOD area.

30 Mr. Olsen replied that projects are allowed to go forward and get approval. If approved, they may
 31 construct horizontal improvements such as roads and infrastructure, but no vertical improvements
 32 will be allowed and building permits will not be issued.

33 Ms. Anderson asked where this development fits into the TOD.

34 A map is displayed, Mr. Olsen pointed out that this proposed development runs north and south
 35 along 900 West, and into the Dixie Farms development to the south. This proposal is from the
 36 same developer as Dixie Farms. All Lakeshore Landing plats are along 900 West from 350 South
 37 all the way down to where 900 West makes the bend.