AMERICAN FORK CITY COUNCIL
NOVEMBER 24, 2020
PUBLIC HEARING, REGULAR SESSION AGENDA

NOTICE OF ELECTRONIC MEETING

In accordance with Resolution No. 2020-07-20R, Mayor Frost has determined that conducting meetings of the City Council with an anchor location, such as the City Council Chambers or Administration Conference Room, presents a substantial risk to the health and safety of those who may be present there. The following are facts upon which this determination has been made:

- Utah declared state of emergency on November 8, 2020 due to an increase in case counts of COVID-19, a virus outbreak that has been recognized by the World Health Organization, federal, state and local leaders as a pandemic.
- The Centers for Disease Control and Prevention (CDC) has stated that COVID-19 is easily spread from person to person between people who are in close contact with one another through respiratory droplets when an infected person coughs, sneezes, or talks. This virus can also be spread by people who are asymptomatic.
- Federal, state, and local authorities recommend that individuals limit public gatherings, wear face masks, and follow social distancing guidelines.
- It is difficult to anticipate the number of attendees at any meeting in order to maintain social distancing to comply with Utah Health Guidance levels. Further, regardless of the number of attendees, social distancing measures for Council, staff, and attendees will be difficult to maintain in the City Council Chambers and Administration Conference Room.
- COVID-19 continues to pose an immediate threat to the health, safety, and welfare of American Fork City residents.
- American Fork City can provide a way for the public to hear, or hear and view, open portions of City Council meetings and to provide a way to participate in public hearings.

For the next 30 days, all City Council meetings will be conducted via electronic means. The meetings are broadcast live-streamed, and available at a later time, at https://www.americanfork.gov/AgendaCenter. To make a public comment, email comments to publiccomment@americanfork.gov prior to 5:00 p.m. the day of the meeting for the comment to be read into record. Please indicate in the subject line which item your comment refers to. You may also make public comment in person at City Hall (31 N. Church Street). No more than ten individuals will be allowed in City Hall at one time to ensure social distancing guidelines are capable of being followed. Masks shall be worn inside City Hall.

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, November 24, 2020, electronically, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

-Receive public comment on amendments to the fiscal year ending June 30, 2021 city budget.

-Receive public comment on the declaration of items to be declared surplus and disposed of.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Shelton; 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 October 27, 2020 city council minutes.
2. Approval of the November 10, 2020 city council minutes.
3. Approval of the authorization to release the Improvements Durability Retainer of $925.53 for NORTH POINT BUSINESS PARK BUILDING E, located at 1160 SOUTH 630 EAST.
4. Approval of the authorization to release the Improvements Durability Retainer of $1,441.85 for SUNRISE ESTATES PLAT B, located at 1051 East 300 North.
5. Ratification of city payments (November 4, 2020 to November 17, 2020) and approval of purchase requests over $25,000.

ACTION ITEMS

1. Review and action on the Water Banking Agreement with Roderick Enterprises for 32.446 acre-feet of water.
2. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
    a. Review and action on the final plat of Grove Creek Plaza consisting of 6 units, located at 358 North 1100 East in the PO-1 Professional Office Zone.
3. Review and action on a resolution approving adjustments to the fiscal year ending June 30, 2021 city budget.
4. Review and action on approval of an agreement with Utah County for the Communities that Care Prevention program.
5. Review and action on a resolution approving the declaration of items to be surplus and disposed of.
6. Review and action for Consulting Services with Peterson Consulting Group of Utah LLP.
7. Review and action on an ordinance providing for the distribution of funds from the fiscal year 2020/2021 PARC Tax revenues.

8. Adjournment.

Dated this 20 day of November 2020.

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
NOVEMBER 24, 2020

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

AGENDA ITEM Common Consent Consideration regarding authorization to release the Improvements Durability Retainer of $ 925.53 for NORTH POINT BUSINESS PARK BUILDING E, located at 1160 SOUTH 630 EAST.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Durability Retainer be released. The improvements were found in a condition meeting City standards for workmanship and performance after one (1) year of service.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

BUDGET IMPACT Following the release of the Improvements Durability Retainer, the City is responsible for all future maintenance and replacement costs for any publicly-owned property or improvement. In developments with Home-Owners or Unit-Owners Associations, all common area maintenance and replacement responsibilities will then fall to the Association. All privately-owned improvements will be the responsibility of the owner of the given parcel.

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of $ 925.53 for NORTH POINT BUSINESS PARK BUILDING E. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Durability_Release_AuthorizatioN- North Point Bldg E (PDF)
Bond Release Request-North Point Business Park Bldg E (PDF)

IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for NORTH POINT BUSINESS PARK BUILDING E pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: $_925.53_____

PASSED THIS 24 DAY OF _NOVEMBER__, 2020

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Durability_Release_AuthorizatioN- North Point Bldg E (Durability Release - NORTH POINT BUSINESS PARK BUILDING E)

BOND RELEASE REQUEST

Development Name: NORTH POINT BUSINESS PARK BLDG E

Development Address: 1160 SOUTH 630 EAST

*All outstanding fees must be paid prior to any release.

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☑ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
DURABILITY RELEASE				925.53	
			Total	925.53	

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

Please send check/bank letter to:

Name: ROBINSON BROTHERS CONSTRUCTION

Bank (if applicable):

Address: 12659 SOUTH 125 EAST, STE B

City: DRAPER State: UT Zip: 84020

Phone: 801-571-6000 Email:

Signature: Date:

City Official Use Only

☑ Fees paid and current

Administrative Signature: Lisa Halverson Date: 11/10/20

Inspector Signature: [signature] Date: 11/10/20

Attachment: Bond Release Request-North Point Business Park Bldg E (Durability Release - NORTH POINT BUSINESS PARK BUILDING E)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

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

AGENDA ITEM Common Consent consideration regarding authorization to release the Improvements Durability Retainer of $ 1,441.85 for SUNRISE ESTATES PLAT B, located at 1051 East 300 North.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Durability Retainer be released. The improvements were found in a condition meeting City standards for workmanship and performance after one (1) year of service.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

BUDGET IMPACT Following the release of the Improvements Durability Retainer, the City is responsible for all future maintenance and replacement costs for any publicly-owned property or improvement. In developments with Home-Owners or Unit-Owners Associations, all common area maintenance and replacement responsibilities will then fall to the Association. All privately-owned improvements will be the responsibility of the owner of the given parcel.

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of $ 1,441.85 for SUNRISE ESTATES PLAT B. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Bond Release Request - Sunrise Estates Plat B Durability (PDF)
Durability_Release_Authorization-Sunrise Estates Plat B (PDF)
Sunrise Estates - Performance Guarantee (XLSX)

AMERICAN FORK
— 1853 —

BOND RELEASE REQUEST

Development Name: Sunrise Estates Plat B

Development Address: 1051 East 300 North

*All outstanding fees must be paid prior to any release.

☐ Partial Improvement Assurance Release ☐ Final Improvement Assurance Release ☒ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Durability Warranty				1,441.85	
			Total	$1,441.85	

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

Please send check/bank letter to:

Name: Toby Adamson

Bank (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

City Official Use Only

☐ Fees paid and current

Administrative Signature: Lyse Halversen Date: 11/9/20

Inspector Signature: [signature] Date: 8/4/20

Attachment: Bond Release Request - Sunrise Estates Plat B Durability (Durability Release - SUNRISE ESTATES PLAT B)

IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for SUNRISE ESTATES PLAT B pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: $___1,441.85_____

PASSED THIS 24 DAY OF _NOVEMBER__, 2020

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization-Sunrise Estates Plat B (Durability Release - SUNRISE ESTATES PLAT B)

Name of Development: Sunrise Estates Plat B

	Date		Date		Date		Date		Date		Date		

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	STREETS																	
	3" Asphalt	950	SF	$1.20	$1,140.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$1,140.00
	6" Road Base	950	SF	$0.55	$522.50		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$522.50
	2" Highback curb and Gutter w/ prep and backfill	98	LF	$21.00	$2,058.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$2,058.00
	5' Sidewalk w/ flatwork prep & base	98	LF	$26.00	$2,548.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$2,548.00
	STORM DRAINAGE																	
	15" SDR 35 PVC w/ Bedding & Trench Backfill	6	LF	$25.00	$150.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$150.00
	5' Dia. Storm Drain Sump w/ Collar & 10'x10'x12' Deep Gravel	1	Each	$5,000.00	$5,000.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$5,000.00
	48" Storm Drain Manhole w/ 2'x3' Grate & Snout Hood	1	Each	$3,000.00	$3,000.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$3,000.00
					$14,418.50		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	**$14,418.50** Performance in Lieu
	10% Durability - retained at ICG release				$1,441.85	Released 11/24/2020												$1,441.85 Durability Period

ICG Amount **$15,860.35**

Recording Fee $56.00

Street Light Fee $2,200.00

ADD landscaping, trees, irrigation system

Attachment: Sunrise Estates - Performance Guarantee (Durability Release - SUNRISE ESTATES PLAT B)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

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

AGENDA ITEM Review and action on the Water Banking Agreement with Roderick Enterprises for 32.446 acre-feet of water.

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement with Roderick Enterprises 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 Roderick Enterprises for 32.446 acre-feet of water.

SUPPORTING DOCUMENTS

Roderick Enterprises - Water Banking Agreement for Water Rights(DOCX)

WATER BANKING AGREEMENT

This Water Banking Agreement ("**Agreement**") is entered into as of the 24 day of November, 2020 ("**Effective Date**"), by and between Roderick Enterprises ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Water Right No. 55-815, 55-4564, and 55-12612 ("**Water Right**") has been or will be deeded by Owner to the City; and

WHEREAS Permanent Change Application a39489 ("**Change Application**"), which is associated with the Water Right and was approved by an Order of the State Engineer dated June 16, 2014, permits the diversion of 53.896 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 32.446 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

Attachment: Roderick Enterprises - Water Banking Agreement for Water Rights (Water Banking Agreement with Roderick Enterprises for

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.

Attachment: Roderick Enterprises - Water Banking Agreement for Water Rights (Water Banking Agreement with Roderick Enterprises for

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.

Attachment: Roderick Enterprises - Water Banking Agreement for Water Rights (Water Banking Agreement with Roderick Enterprises for

Approved as to form by City's attorney 6/9/2018

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

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

RODERICK ENTERPRISES

_____
By: Michael W. Roderick, Partner

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20__, Michael W. Roderick personally appeared before me and duly acknowledged that he, acting in his authorized capacity as partner of Roderick Enterprises executed this Water Banking Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: Roderick Enterprises - Water Banking Agreement for Water Rights (Water Banking Agreement with Roderick Enterprises for

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this _____ day of _____, 20___, by and between Roderick Enterprises ("Assignor"), whose mailing address is 1214 Vine Street, Salt Lake City, Utah 84121, 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 Roderick Enterprises, dated November, 10 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 _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

_____
Notary Public

Attachment: Roderick Enterprises - Water Banking Agreement for Water Rights (Water Banking Agreement with Roderick Enterprises for

Approved as to form by City's attorney 6/9/2018

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

Department Planning **Director Approval** *Adam Olsen*

AGENDA ITEM Review and action on the final plat of Grove Creek Plaza consisting of 6 units, located at 358 North 1100 East in the PO-1 Professional Office Zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of Grove Creek Plaza as stated in the attached minutes of the November 4, 2020 planning commission meeting.

BACKGROUND The applicant proposes a condominium plat for an office project that is currently under construction. All the walls of the building are in place which means the individual units can be surveyed precisely and with that an accurate plat can be created which is now before the city council for approval. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

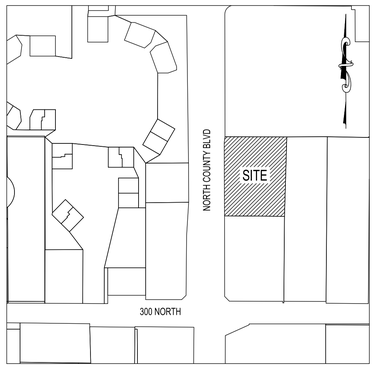
SUGGESTED MOTION I move to approve the final plat of Grove Creek Plaza consisting of 6 units, located at 358 North 1100 East in the PO-1 Professional Office Zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the November 4, 2020 planning commission meeting.

SUPPORTING DOCUMENTS

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

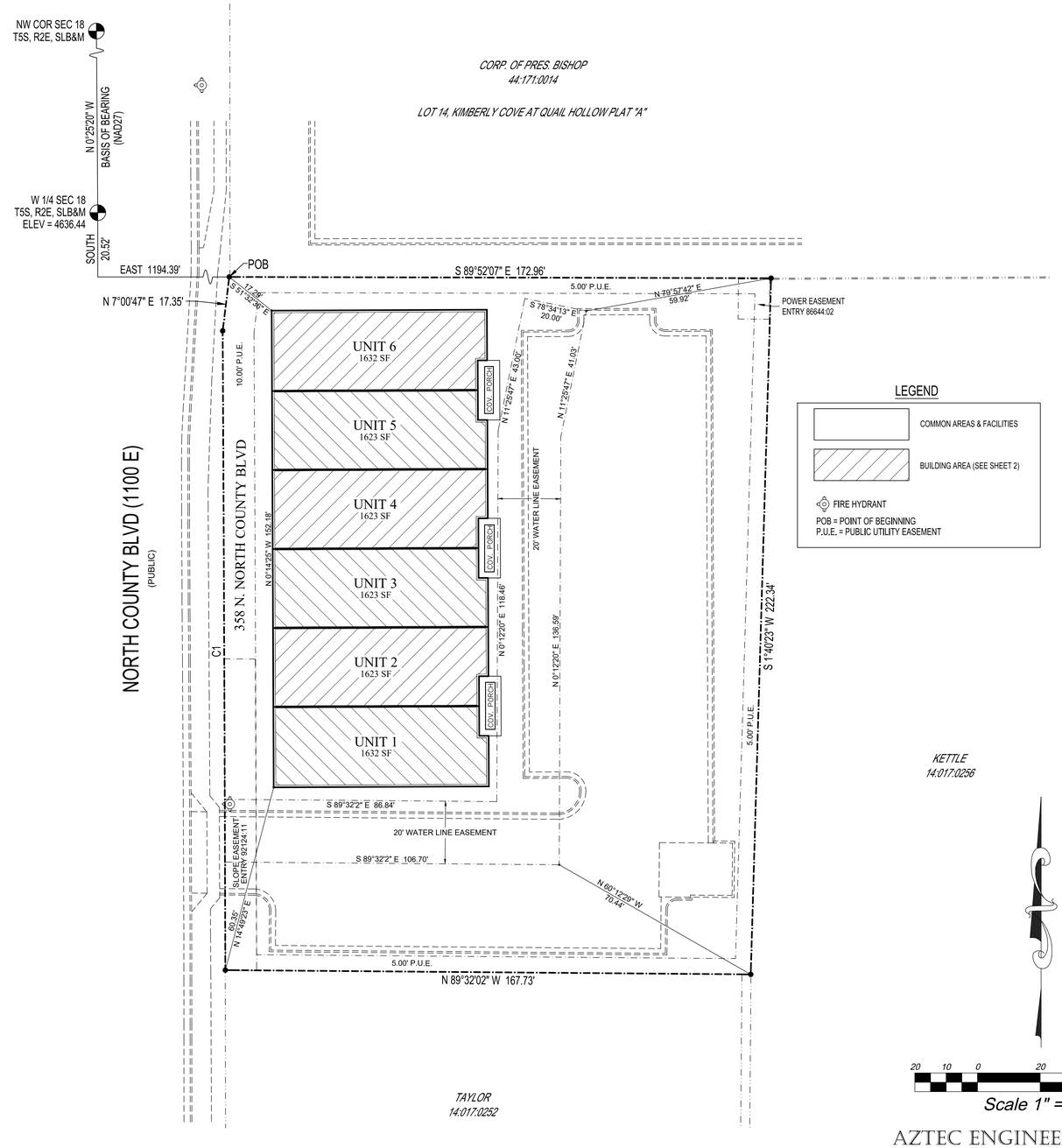
VICINITY MAP



GROVE CREEK PLAZA PLAT "A"

OFFICE CONDOMINIUMS

LOCATED IN THE SOUTHWEST QUARTER, SECTION 18,
TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH



LEGEND

- COMMON AREAS & FACILITIES
- BUILDING AREA (SEE SHEET 2)
- FIRE HYDRANT

POB = POINT OF BEGINNING
P.U.E. = PUBLIC UTILITY EASEMENT

20 10 0 20 40 60

Scale 1" = 20'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	75050.00	204.06	0°9'21"	204.06	N 0°14'25" W

GENERAL NOTES & CONDITIONS:
1 - PLEASE NOTE THAT EAVES, OVERHANGS, TRIMS, AND OTHER ARCHITECTURAL FEATURES AND PROJECTIONS MAY EXTEND BEYOND THE BOUNDARY LINE INDICATED FOR THE BUILDING.
2 - CURRENT ZONING IS PO-1 (PROFESSIONAL OFFICE).
3 - CURRENT FLOOD ZONE IS ZONE 'X', AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. (PANEL 4955170120B REVISED JULY 17, 2002)
4 - SUBJECT TO A CONDOMINIUM-CONVERSION AGREEMENT AND UTILITY LIABILITY INDEMNIFICATION RECORDED AS ENTRY _____ IN THE OFFICE OF THE UTAH COUNTY RECORDER.
5 - OFF-SET PINS TO BE PLACED IN THE BACK OF CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO OCCUPANCY.
6 - LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON
7 - BUILDING PERMITS WILL NOT BE ISSUED FOR ANY UNIT UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER - (AF CITY ORD. TITLE III -3.2)

AZTEC ENGINEERING, INC.
732 NORTH 780 WEST
AMERICAN FORK, UTAH 84003
(801) 224-7308

SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNERS OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, AND A CONDOMINIUM PLAT FOR GROVE CREEK PLAZA PLAT "A"; THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH SAID CONDOMINIUM PROJECT HAS BEEN CONSTRUCTED; THAT SAID CONDOMINIUM PLAT COMPRISES TWO (2) PAGES, IS ACCURATE, AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 20.52 FEET AND EAST 1194.39 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°52'07" EAST ALONG THE SOUTHERLY BOUNDARY OF KIMBERLY COVE AT QUAIL HOLLOW PLAT "A" A DISTANCE OF 172.96 FEET; THENCE SOUTH 1°40'23" WEST 222.34 FEET; THENCE NORTH 89°32'02" WEST 167.73 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COUNTY BOULEVARD THE FOLLOWING TWO COURSES AND DISTANCES: 1) ALONG THE ARC OF A 75050.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 204.06 FEET THROUGH A CENTRAL ANGLE OF 0°09'21" (CHORD BEARS NORTH 0°14'25" WEST 204.06 FEET), AND 2) NORTH 7°00'47" EAST 17.35 FEET TO THE POINT OF BEGINNING.

AREA = 0.872 ACRES
BASIS OF BEARING IS THE NAD27 STATE PLANE COORDINATE SYSTEM
INCLUDES 5 UNITS

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE TRACT OF LAND DESCRIBED HEREON AS GROVE CREEK PLAZA PLAT "A", A UTAH CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, HAS CAUSED A SURVEY TO BE MADE AND THIS CONDOMINIUM PLAT CONSISTING OF TWO (2) SHEETS TO BE PREPARED, SAID OWNER(S) HEREBY CONSENTS TO THE RECORDATION OF THIS CONDOMINIUM PLAT AND SUBMITS THIS PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT, AND DOES HEREBY DESIGNATE ALL COMMON AREA FOR THE USE OF THE CONDOMINIUM OWNERS OF ALL COMMON UNITS WITHIN THIS UTAH CONDOMINIUM PROJECT, FOR INGRESS AND EGRESS.

THE SAME TRACT OF LAND HAS BEEN SUBDIVIDED INTO CONDOMINIUM UNITS, COMMON AREA, AND EASEMENTS, AND THE OWNER(S) HEREBY DEDICATES THOSE AREAS LABELED AS EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS HEREOF, THE OWNER(S) HAS SIGNED THIS _____ DAY OF _____ 20___

NAME / TITLE

NAME / TITLE

NAME / TITLE

NAME / TITLE

NAME / TITLE

NAME / TITLE

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH S.S.

ON THE _____ DAY OF _____, 20_____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING OWNER'S CERTIFICATE AND DEDICATION, WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME IN THE REPRESENTATIVE CAPACITY INDICATED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC (See Seal Below)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH, STATE OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS GROVE CREEK PLAZA PLAT "A", A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT, THIS _____ DAY OF _____ 20_____.

MAYOR / COUNCIL MEMBER

COUNCIL MEMBER / COUNCIL MEMBER

COUNCIL MEMBER / COUNCIL MEMBER

APPROVED _____ CITY ENGINEER (See Seal Below) ATTEST _____ CLERK-RECORDER (See Seal Below)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20_____ BY THE AMERICAN FORK PLANNING COMMISION.

PLANNER / CHAIRMAN, PLANNING COMMISSION

WATER & SEWER AUTHORITY

APPROVED THIS _____ DAY OF _____ 20_____ BY THE AMERICAN FORK PUBLIC WORKS DEPARTMENT.

PLAT "A"

GROVE CREEK PLAZA

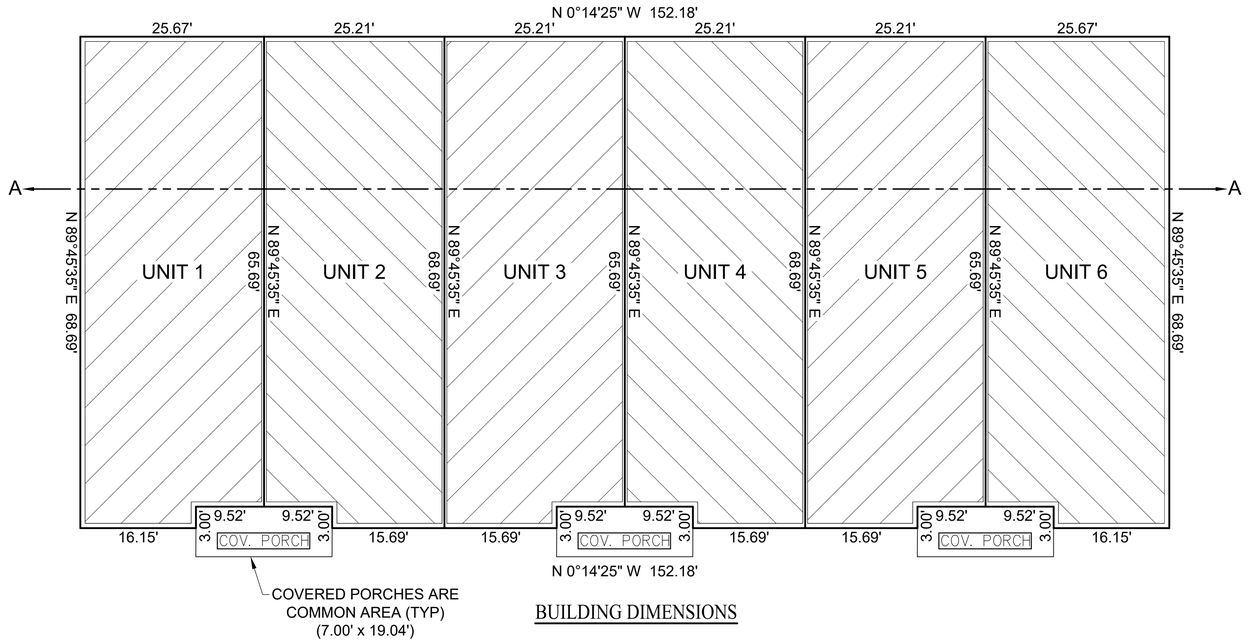
OFFICE CONDOMINIUMS

AMERICAN FORK CITY, UTAH COUNTY, UTAH

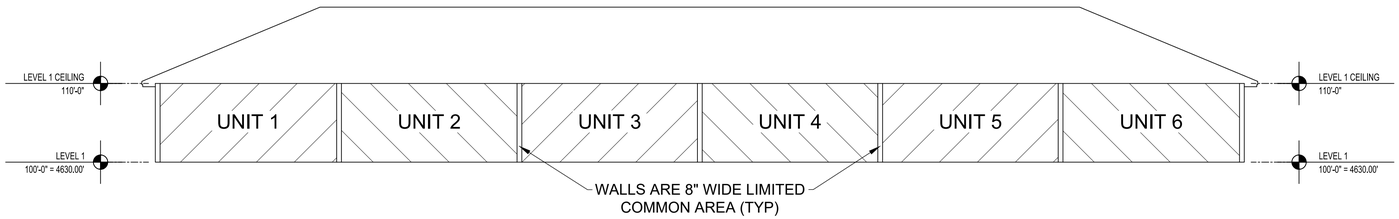
SCALE: 1" = 20 FEET

Surveyor's Seal	Notary Public Seal	Clerk-Recorder Seal	County Recorder Stamp
PROFESSIONAL LAND SURVEYOR No. 6418780 AARON D. THOMAS STATE OF UTAH			

Attachment: 1. Plat (Grove Creek Condo Plat)



BUILDING DIMENSIONS



SECTION A

LEGEND

COMMON AREAS & FACILITIES

PRIVATE AREA

GENERAL NOTES

1. ALL ANNOTATED BUILDING WALLS ARE PARALLEL WITH OR PERPENDICULAR TO EACH OTHER.
2. ALL BUILDING DIMENSIONS ARE TYPICAL.
3. INTERIOR DIMENSIONS ARE TO CENTER OF COMMON WALL.
4. EXTERIOR DIMENSIONS ARE TO EXTERIOR FOUNDATION WALL.
5. INTERIOR ELEVATIONS ARE TO FINISHED SURFACES.
6. ALL WALLS SHOWN ARE 8" WIDE LIMITED COMMON AREA.
7. UNIT AREAS SHOWN INCLUDE PRIVATE AREAS ONLY.

10 5 0 10 20 30

Scale 1" = 10'

AMERICAN FORK CITY ENGINEER

APPROVED THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

SHEET 2 OF 2

PLAT "A"

GROVE CREEK PLAZA

OFFICE CONDOMINIUMS

AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 10 FEET

Attachment: 1. Plat (Grove Creek Condo Plat)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: November 4, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Review and action on a final plat for Grove Creek Plaza, consisting of 6 units, located at 358 North 1100 East, in the PO-1 (Professional Office) zone.

BACKGROUND INFORMATION					
Location:		358 North 1100 East			
Applicants:		Aztec Engineering/Jean Shoaee			
Existing Land Use:		Professional Office			
Proposed Land Use:		Professional Office			
Surrounding Land Use:	North	Church			
	South	Residential			
	East	Residential			
	West	Residential/Commercial			
Existing Zoning:		PO-1 (Professional Office)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	R1-9,000			
	South	RA-1			
	East	RA-1			
	West	PO-1, Transitional Residential 5 (Utah County)			
Land Use Plan Designation:		Professional Office			
Zoning within Land Use Plan Designation?		x	Yes		No

Attachment: 2. Staff Report (Grove Creek Condo Plat)

Background

This property was annexed in 2019 and given a zone designation of PO-1 in anticipation of office development. The area around 300 North and 1100 East is undergoing a transition from residential to office/medical uses, due to its proximity to the American Fork Hospital. A site plan for the Grove Creek Plaza was approved in November 2019.

The site plan consists of a one-story structure totaling 10,255 sq. ft. Six units within the structure have been built. The applicant would like to split the structure into a commercial condominium, which requires a subdivision plat. No changes to the parking, landscaping or exterior of the structure are proposed.

Consistency with the Land Use Plan

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

FINDING OF FACT

After reviewing the application for final plat approval, the following finding of fact is offered for consideration:

1. The proposed site plan complies with Section 17.7.803 (Condominium Conversion Project) of the Development Code.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the final plat for Grove Creek Plaza, with the finding listed in the staff report and subject to any findings, conditions, and modifications listed in the Engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat for Grove Creek Plaza.

TABLE

Mr. Chairman, I move that we table action on the final plat for Grove Creek Plaza.

Attachment: 2. Staff Report (Grove Creek Condo Plat)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 11/4/2020

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

Project Name: Grove Creek Plaza Plat A – Office Condominiums

Project Address: 358 North North County Boulevard

Developer / Applicant's Name: Jean Shoaee

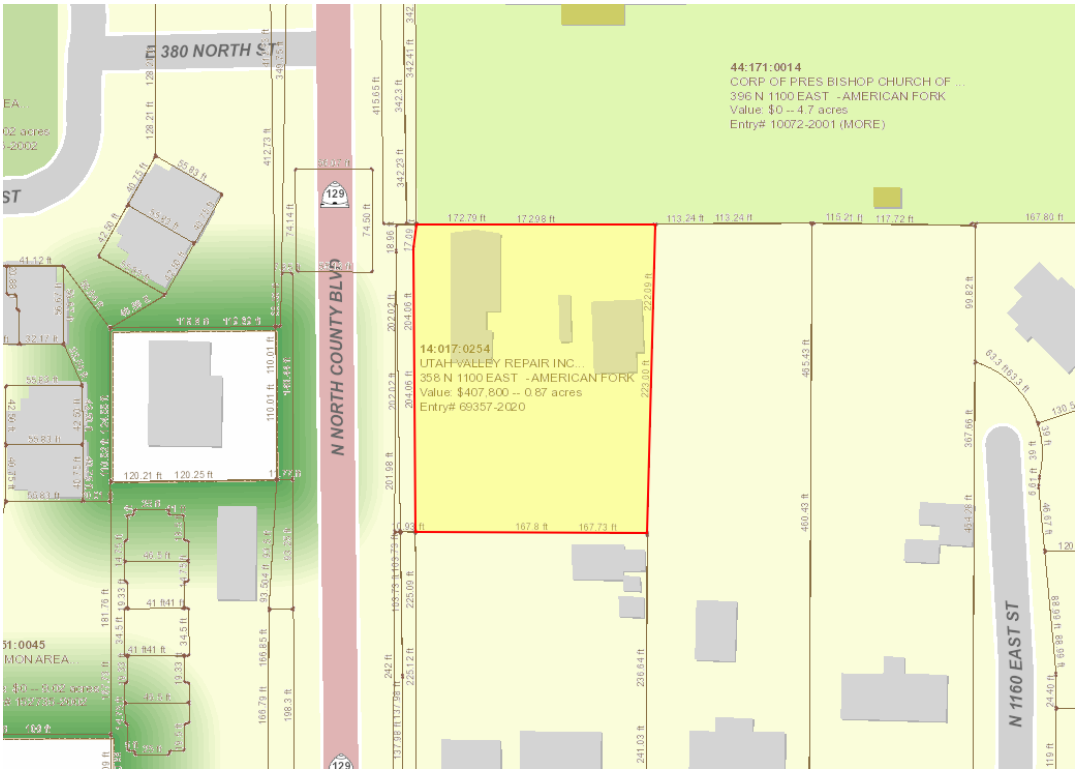
Type of Application:

- ☒ Subdivision Final Plat
- ☒ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☐ Commercial Site Plan
- ☐ Residential Accessory Structure Site Plan

Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 11/4/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



Attachment: 2. Staff Report (Grove Creek Condo Plat)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Attachment: 2. Staff Report (Grove Creek Condo Plat)

UNAPPROVED MINUTES

AMERICAN FORK CITY
PLANNING COMMISSION MINUTES
NOVEMBER 4, 2020

The American Fork City Planning Commission met in a regular session on November 4, 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
	Ryan Hunter
	Christine Anderson
	Rod Brocious
	Harold Dudley
Absent:	Geoff Dupaix
Staff Present:	Adam Olsen, City Planner
	Wendelin Knobloch, Planner
	Ben Hunter, Engineer
	Lisa Halversen, Administrative Assistant

Others Present:

Public Comments Received:

1. Review and action on the final plat of Grove Creek Plaza consisting of 6 units, located at 358 North 1100 East in the PO-1 Professional Office zone

Mr. Olsen stated that this property was annexed in 2019 and given a zone designation of PO-1 in anticipation of office development. The area around 300 North and 1100 East is undergoing a transition from residential to office/medical uses, due to its proximity to the American Fork Hospital. A site plan for the Grove Creek Plaza was approved in November 2019.

The site plan consists of a one-story structure totaling 10,255 sq. ft. Six units within the structure have been built. The applicant would like to split the structure into a commercial condominium, which requires a subdivision plat. No changes to the parking, landscaping or exterior of the structure are proposed.

Mr. Ben Hunter indicated that this is a straightforward project and meets all conditions and the Engineering Division recommends approval.

Attachment: 3. Minutes (Grove Creek Condo Plat)

Mr. Brocious moved to approve the final plat for Grove Creek Plaza, with the finding listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering report.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Christine Anderson	**Aye**
Ryan Hunter	**Aye**
Rod Brocious	**Aye**
Harold Dudley	**Aye**

2. Other Business

Mr. Olsen told commissioners that the city council would like to hold a joint session to discuss the downtown area. They would like to discuss the parameters of the CC-1 zone to see where commissioners think the limits of that zone should be. This session is tentatively scheduled for December 1, 2020.

Ms. Anderson asked about height restrictions and wanted to clarify that there were no height limits that will be imposed in the downtown zone.

Mr. Olsen affirmed that height limits have been removed.

Chairman Woffinden informed commissioners that there will be a virtual land use conference Thursday, November 12, 2020 that will explored ending single family zoning. This conference usually costs $300 to register but is now free with preregistration at utahlanduse.org. He felt that this is a good chance to get some useful information from a reputable organization.

3. Site Plan Committee Report

Mr. Knobloch reviewed the items for the upcoming Planning Commission meeting to be held on Wednesday, December 2, 2020. There is currently one item on the agenda.

Attachment: 3. Minutes (Grove Creek Condo Plat)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

Department Finance **Director Approval** *Anna Montoya*

AGENDA ITEM Review and action on a resolution approving amendments to the fiscal year ending June 30, 2021 budget

SUMMARY RECOMMENDATION
Staff recommends approval.

BACKGROUND
Utah state law allows for periodic amendments to the adopted budget to ensure budgets are not over expended and anticipated revenues cover allowable expenditures. It is in the City's best interest to maintain budgetary compliance.

Several the amendments are to "carry over" budgeted funds from the fiscal year ending June 30, 2020 budget to the fiscal year ending June 30, 2021 budget. These carryovers are needed due to budgeted projects not being completed as of June 30, 2020 and will be paid out of fund reserves.

Additionally, proposed budget amendments are presented to appropriate $1,433,845 in Coronavirus Aid, Relief and Economic Security (CARES) Act federal grant funding. These proposed adjustments will adhere to federal guidelines to promote social distancing, sanitation, and public health during the COVID-19 pandemic.

BUDGET IMPACT
Several funds will be impacted by these amendments. Please see the attached documentation for more detail.

SUGGESTED MOTION
I move to approve the resolution adopting budget amendments for the fiscal year ending June 30, 2021 budget.

SUPPORTING DOCUMENTS

2020-2021 Budget Amendments resolution (DOCX)
Budget Amendments 11.24.20 (PDF)

RESOLUTION NO. _____

A RESOLUTION REVISING THE AMERICAN FORK CITY 2020-2021 BUDGETS.

WHEREAS, American Fork City is required by Utah State Law to maintain a balanced budget for fiscal year ending June 30, 2021; and

WHEREAS, said budget includes the General Fund, General Capital Projects Fund, General Capital Equipment Fund, Road Impact Fee Fund, Fire Impact Fee Fund, Culinary Water Fund, Sewer Fund, Sewer Impact Fee Fund, Storm Drain Fund, Storm Drain Impact Fee Fund, Broadband Fund, Fleet Operations Fund, Fleet Capital Fund, Information Technology Fund, and Egg Farm EDA Fund;

WHEREAS, American Fork City has complied with all legal requirements,

NOW THEREFORE, be it resolved that the attached budget amendments are adopted for fiscal year 2020-2021.

PASSED AND SIGNED THIS 24 DAY OF NOVEMBER 2020.

APPROVED:

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Terilyn Lurker, City Recorder

Attachment: 2020-2021 Budget Amendments resolution (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
GENERAL FUND								
Revenues								
10-3800-999	Use of Fund Balance	-	-	15,000	15,000			Excess alcohol tax funds carried over from FY2020.
10-3100-300	Sales Tax	1,802,488	7,890,700	95,900	7,986,600			Sales Tax revenue higher than anticipated
10-3300-420	CARES Act Relief Fund	-	-	1,067,074	1,067,074		X	FY 2021 CARES Act portion
10-3800-999	(CARES Act) Use of Fund Balance	-	-	366,771	366,771		X	FY 2020 CARES Act portion
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND				**$ 1,544,745**				
Expenditures								
Police								
10-4210-100	Full-time Employees	712,938	2,957,109	80,000	3,037,109		X	Lieutenant Position needed for high call volume
10-4210-130	Employee Benefits	476,920	2,141,926	52,545	2,194,471		X	Lieutenant Position benefits/URS contribution
10-4210-660	Alcohol Grant Expenditures	14,774	-	15,000	15,000	X		Excess Alcohol allocation to partially fund SET team vehicle. Remaining vehicle budget in fleet fund.
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - POLICE				**$ 147,545**				
Engineering								
10-4400-901	Internal Charges-Fleet Capital			43,300	43,300			City Engineer vehicle not included in FY2021 budget
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - ENGINEERING				**$ 43,300**				
Streets								
10-4410-900	Internal Charges-Fleet Maint	22,667	68,000	10,000	78,000			Funds charged to Streets for unexpected fleet repair
10-4410-120	Temporary Wages	2,210	37,382	(10,000)	27,382			Part-time wages reduced to reflect FY2020 expense
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - STREETS				**$ -**				
Library								
10-4580-488	Electronic Resources	7,622	21,000	15,000	36,000		X	High demand for additional electronic materials
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CEMETERY				**$ 15,000**				
Cemetery								
10-4590-901	Internal Charges-Fleet Capital	-	-	32,600	32,600			Replacement vehicle for Cemetery truck that did not pass
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CEMETERY				**$ 32,600**				
Transfers								
10-4900-943	Transfer to Capital Projects	98,677	394,706	240,000	634,706		X	Transfer to support COVID projects in General Capital Projects
10-4900-944	Transfer to Capital Equipment	50,622	202,488	65,000	267,488		X	Transfer to support COVID projects in General Capital
10-4900-969	Transfer to Broadband Fund	98,792	296,376	20,000	316,376			Subsidize broadband equipment purchase
10-4900-975	Transfer to Fleet Maintenance	-	-	4,800	4,800		X	Transfer to support COVID projects in Fleet Operations Fund
10-4900-976	Transfer to Fleet Capital	-	-	525,500	525,500		X	Transfer to support COVID projects in Fleet Capital Fund
10-4900-978	Transfer to Information Technology	-	-	451,000	451,000		X	Transfer to support COVID projects in Information Technology Fund
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - TRANSFERS				**$ 1,306,300**				
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - GENERAL FUND				**$ 1,544,745**				General Fund Balanced

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
GENERAL CAPITAL PROJECTS								
Revenues								
43-3900-910	Transfer from General Fund	98,677	394,706	240,000	634,706		X	Transfer to fund COVID projects in General Capital Projects
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 240,000**				
Expenses								
43-5610-060	Pavement Management Plan	935,183	2,093,750	2,309,430	4,403,180	X		Carryforward FY2020 unspent earmarked road plan funds; Multi-year project-Available funds will be rolled over to complete current phases or contribute towards future phases.
43-5610-433	Bldg Maint-Fit Ctr Entry Remodel	-	-	80,000	80,000		X	Engineered design/construction for revised traffic flow of patrons
43-5610-613	Bldg Maint-Library Flooring	-	-	60,000	60,000		X	Replace carpet for sanitation in high traffic areas
43-5610-626	Bldg Maint-Fire Station Flooring	-	-	20,000	20,000		X	Replace carpet for sanitation in high traffic areas
43-5610-627	Bldg Maint-Fire Station Bay Fans	-	-	50,000	50,000		X	Cooling system to keep medical supplies & equipment at room temperature
43-5610-715	Parks-Dog Park at Art Dye	-	-	20,000	20,000		X	Community outreach for increased pet population during COVID
43-5610-769	PARC-Library Children's Room	-	108,100	68,791	176,891	X		Carryforward FY2019 unspent Grant Allocation; Project pending RFP process to begin design and construction. Total project costs estimated is $176,891
43-5610-755	PARC-Art Dye	-	-	60,062	60,062	X		Carryforward FY2018 unspent Grant Allocation; PARC funds will be used for project costs already expensed and reallocated from Park Impact Fee Fund.
43-5610-765	PARC-Hindley Park Parking Lot	1,822	-	64,612	64,612	X		Carryforward FY2019 unspent Grant Allocation; Available funds will be rolled over to complete construction. Total project costs estimated at $105,750
43-5610-800	Fox Hollow Golf Course	195,000	240,000	10,000	250,000		X	Provide subsidy for COVID relief costs incurred at the Golf Course
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 2,742,896**				

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
GENERAL CAPITAL EQUIPMENT								
Revenues								
44-3900-910	Transfer from General Fund	50,622	202,488	65,000	267,488		X	Transfer to fund COVID projects in General Capital Equipment Fund
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 65,000**				
Expenses								
44-5610-207	Police-Message board & Trailer		-	15,000	15,000		X	Emergency/traffic information dissemination
44-5610-208	Police-Mobile Field Force Equipment		-	6,000	6,000		X	Field enforcement equipment for front line officers
44-5610-258	Streets-Salter Racks	21,700	-	23,060	23,060	X		Project carryforward from FY2020; racks purchased and installed in Fall 2020. Total project costs estimated is $25,000
44-5610-612	Library-Self Check out Stations	-	-	44,000	44,000		X	Social distancing measures for contactless checkout of books (5 stations)
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 88,060**				
ROAD IMPACT FEE FUND								
Expenses								
46-5610-119	Traffic Signal - 500 E/Auto mall Dr	-	-	325,000	325,000	X		Build a signal, including conduit, mast arms, and all associated infrastructure at the intersection of 500 East and Auto mall Drive. The budget includes all installation and programming. The intersection meets the warrant analysis as proscribed by the Manual of Uniform Traffic Control Devices (MUTCD)
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 325,000**				
FIRE IMPACT FEE FUND								
Expenses								
47-5610-976	Transfer to Fleet Capital	-	-	212,323	212,323	X		Payment of debt service for 2020 Fire Apparatus Capital Lease is impact fee eligible; transfer from Fire Impact was already approved in original budget
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 212,323**				

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
CULINARY WATER FUND								
Expenses								
60-5110-725	Main & State to 1100 E Betterment	-	-	241,290	241,290	X		Project reallocated from 500 E - 1100 E Betterment (Account 60-5110-724). Project was delayed per UDOT. Reallocate funds to Main & State Betterment.
		302,127	-	268,868	268,868	X		Project carryforward from FY2020 $268,868; project completion by end of calendar year 2020. Additional funding needed $41,132.
60-5110-726	Upper Tank Rehabilitation	-	-	435,990	435,990	X		Project carryforward from FY2020; project completion by end of calendar year 2020; Total project costs estimate is $1,000,000.
60-5110-750	Water Line Replacement CDBG	68,689	-	70,000	70,000	X		Remaining Phase 8 construction and Grant application consulting fees for Phase 9
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 774,858**				
SEWER FUND								
Expenses								
64-5210-735	Sewer Lining	377	300,000	185,892	485,892	X		Project carryforward from FY2020; Multi-year project-Available funds will be rolled over to complete current phases or contribute towards future phases.
64-5210-736	Sewer Bursting	-	-	500,000	500,000	X		Project carryforward from FY2020; project in design phase
64-5210-737	450 W Upsizing	4,990	-	255,464	255,464	X		Project carryforward from FY2020; project in design phase
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 941,356**				
SEWER IMPACT FEE FUND								
Expenses								
65-5210-200	450 W Upsizing	-	-	172,129	172,129	X		Project carryforward from FY2020; project in design phase
65-5210-201	200 S Design & Engineering	-	-	8,575	8,575	X		Project carryforward from FY2020; partial funding, amount carried forward from open PO. Total project costs estimate is $1,106,500.
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 180,704**				

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
STORM DRAIN FUND								
Expenses								
66-5310-801	Curb and Gutter Replacements	42,140	35,000	19,408	54,408	X		Project carryforward from FY2020; Multi-year project-Available funds will be rolled over to complete current phases or contribute towards future phases.
66-5310-802	AF River Rehabilitation	-		611,325	611,325	X		Project carryforward from FY2020; Total project costs estimate is $643,040.
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 630,733**				
STORM DRAIN IMPACT FEE FUND								
Expenses								
67-5310-106	200 S Design & Engineering	-	-	23,100	23,100	X		Project carryforward from FY2020; partial funding, amount carried forward from open PO. Total project costs estimate is $1,106,500.
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 23,100**				
BROADBAND FUND								
Revenues								
69-3710-910	Transfer from General Fund	98,792	296,376	20,000	316,376			General fund to subsidize Equipment purchase
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 20,000**				
Expenses								
69-5110-751	OTDR Fiber Tester	19,711	-	20,000	20,000	X		Project carryforward from FY2020; equipment purchased October 2020.
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 20,000**				
FLEET OPERATIONS & MAINTENANCE FUND								
Revenues								
75-3400-310	Charges from General Fund	103,061	409,242	10,000	419,242			Funds charged to Streets for unexpected fleet repair
75-3800-910	Transfer to Fleet Capital			4,800	4,800		X	Transfer to fund COVID projects in Fleet Operations Fund
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 14,800**				
Expenses								
75-4210-200	Police Vehicles Maintenance	21,774	127,142	4,800	131,942		X	Vehicle Maintenance for Police Lieutenant Position
75-4410-220	Vehicle Repair-Streets	6,522	20,000	10,000	30,000			Unexpected repairs of Street fleet; subsidized by General Fund 10-4410-900
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 14,800**				

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
FLEET CAPITAL FUND								
Revenues								
76-3400-310	Charges from General Fund		815,863	75,900	891,763			Funds charged to engineering and cemetery for fleet vehicles
76-3800-910	Transfer to Fleet Capital	-	-	275,500	275,500		X	Transfer to support COVID projects in Fleet Capital Fund
76-3800-910	Transfer to Fleet Capital	-	-	250,000	250,000		X	Reserve for vehicle replacement program start up costs
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 601,400**				
Expenses								
76-4210-200	Police Vehicles	-	256,690	33,000	289,690		X	Vehicle for Police Lieutenant Position
76-4210-210	Police Vehicles Upfitting	-	107,481	15,000	122,481		X	Vehicle Upfitting for Police Lieutenant Position
76-4400-200	Engineering Vehicles	43,309	-	43,300	43,300			Vehicle for City Engineer position; subsidized by General Fund 10-4400-901
76-4520-200	Parks Vehicles	-	-	170,100	170,100		X	Additional fleet for social distancing of parks crews (5 trucks)
76-4520-200	Parks Vehicles	-	-	57,400	57,400		X	Chassis truck for disinfecting large scale areas (bathrooms, parks, playgrounds, etc).
76-4590-200	Cemetery Vehicles	32,530	-	32,600	32,600			PO initiated in FY2020; vehicle replacement due to exhaust requirements; subsidized by General Fund 10-4590-901
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 351,400**				

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
INFORMATION TECHNOLOGY FUND								
Revenues								
78-3800-910	Charges from General Fund			451,000	451,000		X	Transfer to support COVID projects in Information Technology Fund
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				**$ 451,000**				
Expenses								
78-5710-700	Software Purchase	4,360	22,719	340,000	362,719		X	Finance suite licenses, maintenance, system conversion, and training; includes paperless document management
				45,000	45,000		X	Engineering permitting & development software & paperless document management
				50,000	50,000		X	Civic plus platform for increase citizen engagement and workflow processing
78-5710-710	Hardware Purchase	42,893	43,309	6,000	49,309		X	Monitor upgrades for plan check for building inspection
				10,000	10,000		X	Technology upgrades for administration conference room
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 451,000**				

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2021 ACTUAL TO DATE	2020 APPROVED BUDGET	PROPOSED AMENDMENT	2020 BUDGET AFTER AMENDMENT	Spent from Reserves	Funded by CARES Act	EXPLANATION
EGG FARM EDA FUND								
Expenses								
83-5610-751	860 E Reconstruction	30,495	-	447,007	447,007	X		Project carryforward from FY2020; Total project costs estimate is $500,000
83-5610-753	1500 South Widening	2,550	-	8,500	8,500	X		PO initiated in FY2021 for conceptual layout of Vineyard Connector
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				**$ 455,507**				

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

American Fork City
CARES Act Summary of Expenditures

	FY2020	FY2021	Total
Interlocal CARES Act Commitment	$ 1,287,592	$ 1,067,075	$ 2,354,666
Reported Reimbursement			
Payroll for Public Safety (less Cedar Hills):			
Police	$ 723,108	$ 530,220	$ 1,253,328
Fire	564,484	536,855	1,101,339
Total Reported Expenditures	1,287,592	1,067,074	2,354,666
Net Available CARES Act Funds	-	0	0

Interlocal CARES Act Commitment			$ 2,354,666
Direct COVID Expenditures	FY2020	FY2021	Total
Personnel Diverted to a Substantially Different Use	$ 168,422	$ -	$ 168,422
Improve Telework Capabilities of Public Employees	13,270	7,885	21,155
Personal Protective Equipment	21,636	9,270	30,905
Unemployment Benefits	16,718	(1,284)	15,434
Other			-
Facility Closures	546	-	546
Adapted Programs	6,181	435	6,616
Cleaning and Sanitizing	8,184	4,707	12,891
Social Distancing Measures	16,020	5,543	21,563
Improvements/Social Distancing & HVAC	87,294	170,666	257,959
Community Outreach	1,594	17,157	18,751
Leave Time (Sick/COVID)	-	25,889	25,889
Leave Time (Furlough)	-	47,412	47,412
Total Direct COVID Expenditures	$ 339,863	$ 287,679	$ 627,543
Remaining Balance			$ 1,727,124

Direct Expenditures Proposed	One-time Costs	Recurring Costs	Total	Notes
Fire-Station Carpet	$ 20,000		$ 20,000	Replace carpet for high traffic areas for sanitation
Fire-Station Bay Fans	50,000		50,000	Cooling system in garage bays to keep medical supplies & equipment at room
Parks-Trucks (5)	170,100		170,100	Additional fleet for social distancing of parks crews
Parks-F450 Chassis & Dump Bed	57,400		57,400	Truck for disinfecting large scale areas (parks, public bathrooms, playgrounds, etc)
Parks-Dog park	20,000		20,000	Community outreach for increased pet population during COVID
Library-Self Check Out Stations (5)	44,000		44,000	Social distancing measures for contactless checkout of books
Library-Carpet	60,000		60,000	Replace carpet for high traffic areas for sanitation
Library-ebooks	15,000		15,000	High demand for additional electronic materials
Fitness Center-Remodel of Front Entry Lobby	80,000		80,000	Engineered Design and construction for revised traffic flow of fitness center entry
Police-Message board and trailer	15,000		15,000	For disbursement of public information, including quarantine and emergencies
Police-County Mobile Field Force	6,000		6,000	Field enforcement equipment for front line officers
Police-Lieutenant Position with benefits		132,545	132,545	Additional police admin needed for high call volume and demand
Police-Lieutenant Vehice with upfitting	48,000	4,800	52,800	Additional police admin needed for high call volume and demand
Administration-Finance System	300,000	40,000	340,000	General Ledger suite; project management; payroll; paperless document management

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

Direct Expenditures Proposed	One-time Costs	Recurring Costs	Total	Notes
Administration-Conference Room	10,000		10,000	Upgrade technology in Administration conference room
Public Works-Civic Plus	50,000		50,000	End-to-end citizen communication, request, and work order management solution
Engineering-Permitting software	36,000	9,000	45,000	Permitting & development software; paperless document management
Building Inspection-Monitors	6,000		6,000	Upgrade monitors for building inspection for plan reviews
Fox Hollow	10,000		10,000	Provide subsidy to Fox Hollow for COVID relief costs incurred at the Golf Course
Fleet-Revolving Fleet Program Start-up	250,000		250,000	Vehicle replacement program start up costs
Subtotal	1,247,500	186,345	1,433,845	
COVID relief contingency			293,279	Contingency for additional COVID relief needs
Total Proposed Expenditures			$ 1,727,124	

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

American Fork City

2020 Capital Project Expenditures Analysis & Budget Carry Forward

	GL Account	Fund	Description	Budget	2020 Amount Spent	Encumbrance	2020 Expenditure Total	Amount Carried Forward to FY2021	Status
1	42-5610-100	Bond Capital Projects	Fire Station #52 Construction	8,400,000	10,814	278,450	289,264		Project designed, Construction Management Contract approved
2	47-5610-081	Fire Impact Fee	Fire Station #52 Land	500,000	-	-	-		Negotiating with County, Obtained appraisals
3	42-5610-680	Bond Capital Projects	Art Dye-Phase 1 and 2	2,580,001	2,601,170	1,424	2,602,594		Letter of Substantial Completion
4	45-5610-691	Park Impact Fee	Art Dye-Phase 1 and 2	2,191,877	1,665,817	635,749	2,301,566		Letter of Substantial Completion
5	43-5610-060	General Capital Projects	Pavement Management Plan	4,523,095	182,592	2,309,430	2,492,022	2,309,430	remaining goes with 36" water project; awarded contract June to Kilgore
6	43-5610-071	General Capital Projects	700 N Connection	1,098,200	21,483	-	21,483		MAG/UT county
7	46-5610-105	Road Impact Fee	700 N Connection Match	80,000	-	-	-		
8	46-5610-110	Road Impact Fee	700 N Land Acquisition	272,000	-	-	-		Pending land purchase
9	46-5610-113	Road Impact Fee	700 N Signal	250,000	-	-	-		UDOT funded
10	43-5610-073	General Capital Projects	ADA/Sidewalk Improvements	40,000	-	40,000	40,000		ongoing work pending
11	43-5610-074	General Capital Projects	Safe Route to Schools	50,000	3,220	47,400	50,620		ongoing work pending; part of pavement management for over budget
12	43-5610-076	General Capital Projects	Street Lighting Upgrade	50,000	-	17,489	17,489		
13	43-5610-709	General Capital Projects	200 S Bike / Pedestrian Path	4,677,000	135,218	370,856	506,074		in design
14	45-5610-694	General Capital Projects	200 S Bike / Pedestrian Path	323,000	-	-	-		
15	46-5610-111	General Capital Projects	200 S Bike / Pedestrian Path	4,959	115,243	-	115,243		
16	46-5610-112	General Capital Projects	Traffic Signal 300 N 600 E	2,500	-		-		Carryover from 2019? Horrocks design conduit for PO 20190175
17	46-5610-114	General Capital Projects	300 N 1100 E Widening	40,400	40,400	-	40,400		Reimbursement for developer-Medical building
18	60-5110-710	Culinary Water	Water Line Repairs	371,521	77,040	281,500	358,540		ongoing repairs - carry to waterline $12,000
19	60-5110-720	Culinary Water	Water Line Replacement	200,000	3,107	94,893	98,000		taking out lines vs. patching
20	60-5110-721	Culinary Water	Chlorinator Replacement	3,918	-	-	-		Carryover from 2019? Complete
21	60-5110-722	Culinary Water	Spring Line Replacement	850,151	250,385	488,964	739,349		Complete; purchase a reader; closed PO's
22	60-5110-723	Culinary Water	36" Water Line	1,510,389	74,747	146,758	221,505		desing and bid
23	61-5210-102	Water Impact Fee	36" Water Line	6,029,750		-	-		
24	64-5210-738	Sewer	36' Water Line - Sewer Line	250,000	-	-	-		
25	66-5310-851	Storm Drain	36" Water Line	14,200	-	-	-		
26	60-5110-724	Culinary Water	500 E 1100 E Utility Betterment	241,290	-	-	-	241,290	UDOT delayed project to 2024; reallocate to 60-5110-725
27	60-5110-725	Culinary Water	Main & State to 1100 E Betterment	754,738	485,870	206,815	692,685	268,868	pending completion within calendar year
28	60-5110-726	Culinary Water	Upper Tank Rehabilitation	1,099,657	663,668	365,435	1,029,103	435,989	complete, pending final
29	60-5110-727	Culinary Water	TOD Well	98,363	-	-	-		reallocate
30	61-5210-103	Water Impact Fee	TOD Well	200,000	-	-	-		reallocate
31	60-5110-728	Culinary Water	Well Repairs	99,580	102,019	-	102,019		ongoing maintenance
32	60-5110-729	Culinary Water	100 E Water Improvements	-	225	-	225		Carryover from 2019?
33	60-5110-750	Culinary Water	Water Line Replacement-CDBG	557,023	471,779	61,233	533,011	70,000	Phase 8 - almost complete FY 2021; included additional funds for grant application phase 9
34	61-5210-104	Water Impact Fee	200 S Design & Engineering	-	63,960	-	63,960		design
35	63-5210-102	Irrigation Impact Fee	200 S Design & Engineering	-	45,573	-	45,573		design
36	65-5210-201	Sewer Impact Fee	200 S Design & Engineering	-	39,861	-	39,861		design
37	67-5310-106	Storm Drain Impact Fee	200 S Design & Engineering	-	48,933	23,100	72,033	23,100	design
38	64-5210-735	Sewer	Sewer Lining	599,921	114,108	-	114,108	485,813	construction phase/ongoing/carryover
39	64-5210-736	Sewer	Sewer Bursting	700,000	-	-	-	500,000	redesign; out to bid, combined with 450 w
40	64-5210-737	Sewer	450 W Upsizing	285,174	29,710	15,981	45,691	255,464	design

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS
OCTOBER 2020

	American Fork City								
	2020 Capital Project Expenditures Analysis & Budget Carry Forward								
	GL Account	Fund	Description	Budget	2020 Amount Spent	Encumbrance	2020 Expenditure Total	Amount Carried Forward to FY2021	Status
41	65-5210-200	Sewer Impact Fee	450 W Upsizing	172,129	-	-	-	172,129	design
42	66-5310-710	Storm Drain	Storm Drain Projects	57,000	42,492	26,878	69,369		stors avenue
43	66-5310-802	Storm Drain	AF River Rehabilitation	643,040	31,715	65,612	97,327	611,325	design
44	83-5610-751	Egg Farm EDA	860 E Reconstruction	500,000	52,993	27,091	80,084	447,007	nearing completion calendar year

Attachment: Budget Amendments 11.24.20 (Fiscal Year 2021 Budget Amendments)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

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

AGENDA ITEM Review and action on approval of an agreement with Utah County for the Communities that Care Prevention Model.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This is an agreement between Utah County and American Fork City to provide a grant to the CTC program to help the strengthening of families, and crime and drug use prevention.

BUDGET IMPACT
$100,000

SUGGESTED MOTION
Move to approve the agreement with Utah County for the Communities that Care Prevention Model.

SUPPORTING DOCUMENTS

Communities that Care Agreement (PDF)

Utah County
HEART of UTAH

AGREEMENT No. 20___-_____

AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: American Fork Police Department Contact Person: Genell Paulin

Address: 75 E. 80 N. Phone #: 801-228-7519

City: American Fork State: UT Zipcode: 84003 Email: gpaulin@americanfork.gov

Legal Status of Contractor:
☐ Sole Proprietor ☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ For-Profit Corporation
☑ Government Department: City Police Department

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

The CONTRACTOR will reduce substance abuse, specifically vaping, among students by implementing Guiding Good Choices to families, developing and implementing a media campaign, installing vape detectors in schools, and implementing Project Toward No Drug Abuse in secondary schools, as further described in Attachment C.

2. CONTRACT COSTS

Contractor will be:

☑ paid a maximum of $100,000 for costs authorized by this agreement;

☐ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: ☐ _____, or ☑ the date of execution of this agreement.

This agreement shall terminate on June 30, 2021, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

☑ A: Utah County Standard Terms and Conditions
☑ B: CONTRACTOR's Proposal
☑ C: Special Provisions
☐ D: Utah County Procurement Compliance
☐ E: General Liability and Workers Compensation Certificate
☐ F: _____
☐ G: _____
☐ H: _____

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on _____ of _____ 20____.

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
TANNER D. AINGE, Commission Chairman

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

CONTRACTOR

By: _____
Its: _____

Attachment: Communities that Care Agreement (Communities that Care grant)

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images;

Attachment: Communities that Care Agreement (Communities that Care grant)

newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars ($3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

7. LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

8. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

9. INDEPENDENT CONTRACTOR. Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY. Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County

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for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.

13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.

16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.

17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for

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approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.

24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.

25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between

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the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property**, **Section 10. Indemnification**, **Section 11. Indemnification Relating to Intellectual Property**, and **Section 16. Confidentiality**.

31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised March 30, 2020

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Define the community you will serve:

The American Fork Police Department serves the communities of American Fork and Cedar Hills, Utah. American Fork has an estimated population of 33,161 and Cedar Hills has an estimated population of 10,083. Population estimates are taken from https://www.census.gov/quickfacts/.

American Fork has one traditional high school, one alternative high school, one junior high, and five elementary schools. Cedar Hills has two elementary schools and no secondary schools. School Resource Officers are at American Fork High School, American Fork Junior High, and Polaris West Alternative High School.

For the purpose of this grant, the focus will be on American Fork secondary schools because Cedar Hills only has elementary schools.

The Communities That Care Coalition is housed within the Police Department. The Coordinator is an employee of the department but CTC is separate in that it is funded primarily by the Utah County Substance Use Prevention Department and the State of Utah. CTC and AFPD are united in their efforts toward youth substance use prevention.

Please describe the following:

- What are the current youth substance use problems in your community that you plan to address? Include local data from the Student Health and Risk Prevention (SHARP) survey to justify your choice.
- What are the risk/protective factors you plan to address that contribute to this problem? Include local data from the Student Health and Risk Prevention (SHARP) survey on the risk/protective factors you plan to address.

1- Among all substances used by American Fork youth, vaping rates are highest, and we want to curb this before it gets even higher. Among students who have ever tried a tobacco product, 78.4% of American Fork students' first use was a vape product. 16.2% of 10th graders and 15.8% of 12th graders have tried vape products. 8.5% of 10th graders and 8.3% of 12th graders have vaped in the last 30 days. Approximately half of the students who have ever vaped have also vaped in the last 30 days. This information is taken from the SHARP survey resultsfrom spring of 2019.

2- American Fork Communities That Care researched American Fork's Student Health and Risk Protection survey (SHARP) and to decided to prioritize the following risk and protective factors. Parental attitudes favorable to antisocial behavior is 33.7% in American Fork. Low commitment to school is 43.8% and depressive symptoms for American Fork is 34.8%. Rewards for prosocial involvement in American Fork is significantly lower than any other protective factor in American Fork at 59.5%.

Intervention evidenced based or a promising practice

Statute requires your intervention must be evidence based or a promising practice as defined by the CDC (see https://www.thecommunityguide.org/). Please describe how the activities listed in your action

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Both programs we propose to implement as Communities That Care and the American Fork Police Department are evidence-based as defined by the CDC, and can be found on the Blueprints website (https://www.blueprintsprograms.org/).

Guiding Good Choices ("GGC") (Implemented by CTC)-

According to Blueprints:

- Youth in the GGC (Guiding Good Choices) group who had not initiated substance use at the time of the one-year follow-up were more likely to remain in the no-use group through the two-year follow-up than control group adolescents.
- Youth in the GGC group who had initiated substance use at the one-year follow-up were more likely to have remained in their one-year follow-up substance use status through the two-year follow-up than control group youth.
- At the 3.5-year follow-up, the GGC group showed significantly lower alcohol initiation scores than the control group.
- At the 3.5-year follow-up, new user proportions were lower (marginally significant) among GGC adolescents than among controls for lifetime drunkenness and lifetime use of marijuana.
- At the 3.5-year follow-up, among those adolescents who had used alcohol and tobacco during the past month and marijuana during the past year, GGC adolescents had a lower frequency of past month drinking than the control group.
- GGC adolescents were 37% less likely to have initiated marijuana use over the course of the study than control youth (marginally significant).
- At the 3.5-year follow-up, GGC adolescents demonstrated a reduction in the growth of adolescent alcohol use from ages 12 - 15 1/2.

Project Toward No Drug Abuse ("PTNDA") -

It was found that compared to control groups of students, PTNDA students showed:

- 27% prevalence reduction in 30-day cigarette use.
- 22% prevalence reduction in 30-day marijuana use.
- 26% prevalence reduction in 30-day hard drug use.
- Long-term (at years 4 and 5) maintenance effect for 30-day hard drug use.
- 9% prevalence reduction in 30-day alcohol use among baseline drinkers.

American Fork is also planning on installing vape sensors, 'no vaping' signs in the bathrooms, as well as signs that promote substance use prevention in the secondary schools in the city. These fall under CADCA's strategy for increasing barriers and changing the physical design.

Risk/Protective Factor: Please list the R/P Factor(s) that will be addressed.

Communities That Care has spent a year going through the process to identify American Fork's priority risk and protective factors. Workgroups were formed, made up of community members from each sector of the community, and a profile for American Fork was created. Data from the SHARP survey was studied, and the resources and gaps in our community were analyzed. The assessment work was

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compiled, and American Fork is ready to implement tested and effective programs. Parental attitudes favorable to anti-social behavior, low commitment to school, depressive symptoms, and low rewards for pro social involvement are the risk and protective factors identified as the priorities in American Fork.

Goal: Describe strategies and activities what you plan to accomplish that will impact the identified risk and protective factor.

Our goal in American Fork is to reduce substance use, specifically vaping, among our students. We plan to implement a number of strategies and activities that align with ALL 7 strategies for community change. These strategies target the family, school, and individual domain by 1) educating parents and strengthening families within our community, and 2) creating a school environment that discourages vaping and substance use, and provides education and support to specifically target negative substance use behaviors.

We will be implementing Guiding Good Choices, which is a course tailored to entire families that will be hosted at local venues throughout the year and made available to families in the community free of charge. This program will enhance individual life skills through the curriculum offered. As part of the 5-week program, activities help children learn refusal skills for dealing with peer pressure and other personal and social interaction skills. "GGC consists of a five-session, multimedia drug resistance and education program for adolescents and their parents. Adolescent participants are required to attend one session which teaches peer resistance skills. The parents receive four sessions of instruction including material on the (a) identification of risk factors for adolescent substance abuse and a strategy to enhance protective family processes; (b) development of effective parenting practices, particularly regarding substance use issues; (c) family conflict management; and (d) use of family meetings as a vehicle for improving family management and positive child involvement. Each session runs approximately two hours in length. Specifically, Session 1 creates opportunities for involvement and interaction in the family and rewarding children's participation in the family. Session 2 establishes clear family rules about substance use, monitoring the behavior of children, and disciplining children. Session 3 teaches children skills needed to resist peer influences to use drugs. Session 4 focuses on reducing and managing anger and family conflict. Session 5 focuses on expressing positive feelings and developing bonding," (Blueprints). Support is given to the families throughout the course and after to ensure they have the resources necessary to create lasting change. This program aligns with the 'enhance skills' and 'provide support' strategies to affect community change.

One of the strategies we are implementing to support GGC and our overall goal of substance use prevention is a media campaign. We would like to reach as many people as possible and plan to disseminate information via a billboard campaign as well as a social media video campaign. The purpose of this media campaign is two-fold: to make residents aware that GGC is available as well as give them tips for strengthening their own families to create resilient children who choose not to use substances. This aligns with the 'provide information' strategy to affect community change.

We are also planning to install a vape/smoke sensor in each of the bathrooms and locker rooms in the 3 secondary schools in American Fork. Paired with this we are putting up "no vaping" signs in the bathrooms along with prevention messages throughout the school. This aligns with the 'change physical design' and 'reduce access/enhance barriers' strategies to affect community change.

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Changing the physical design isn't enough on its own to prevent vaping, so we are also planning to implement a program called Project Toward No Drug Abuse in the secondary schools, facilitated by the school resource officers. Included with this grant application is a letter of support from each school principal indicating their full support for hosting the PTNDA program. The curriculum contains twelve 40-minute interactive sessions taught over a 3-4 week period. "Sessions provide instruction in motivation activities to not use drugs; skills in self-control, communication, and resource acquisition; and decision-making strategies," (Blueprints). This program will be attended by those at high risk or those caught with substances (both on or off school grounds). When a juvenile is caught with substances, they are often referred to Youth Court, where consequences of community service are generally given. The plan is to make PTNDA a consequence in addition to community service. The motivation to complete the requirement is quite high, because they are referred to Juvenile Court if they don't meet the requirements of Youth Court. This aligns with two of the strategies for community change: changing policy and changing consequences. This program aligns with the 'enhance skills' and 'provide support' strategies to affect community change. Integrating this program with Youth Court aligns with the 'modify/change policies' and 'change consequences' strategies to affect community change.

Objective: Provide measurable objective to achieve the identified goal.

Short-term objective: Parental attitudes favorable to antisocial behavior will decrease by 2% from 2019 to 2021.

Long-term objective: Reduce 30-day vaping rate in American Fork youth by 2% from 2021-2023.

Process Objective: Install vape detectors in 47 bathrooms in American Fork secondary schools. These will be installed by December 2020 by the schools in collaboration with school resource officers.

Process Objective: Implement Guiding Good Choices and hold at least 1 5-week session per quarter in 2021, starting in January.

Process Objective: Implement Project Toward No Drug Abuse and hold at least 1 3-4 week session in each school per school term in 2021.

Short term objective: Attitudes toward antisocial behavior will decrease by 2% from 2019-2021.

Short term objective: Anti-vape signs will be placed in 75% of the bathrooms by January 2021.

Short term Objective: Youth Court will the PTNDA program as an additional consequence by December 2020.

Short term objective: Decrease parental attitudes favorable to antisocial behavior by 2% from 2019 to 2021.

Short term objective: Decrease depressive symptoms among American Fork youth by 1% from 2019 to 2021.

Short-term objective: Increase rewards for pro-social involvement among youth by 2% from 2019-2021.

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Please Provide your budget narrative in the following space. If you need more space, attach another page to the document.

Communities That Care would like to use funds from this grant to implement Guiding Good Choices. We are asking for $2,500 to obtain the license to host the program. In order to make these weekly classes easier on families, we would like to provide meals for those that attend. We are asking for $2,000 for these meals. We would like to budget $3,500 to have a professional video made that advertises GGC and gives parents tips on strengthening their families and helping their children. This is based on an estimate given by local commercial director Parker Badger. We would use $500 to be spent on social media promotion. Based on our gaps analysis, one deficiency we identified in American Fork is that no one knows about the programs available in our community. Dedicating resources to marketing our new programs will ensure that families will be able to access Guiding Good Choices. There are a few billboards on Main Street in American Fork, and we would like to secure one of these for 12 weeks, for a total cost of $8,500 plus $500 for a graphic designer. The billboard estimates are from Reagan Signs for a billboard on American Fork Main Street. Just in case COVID-19 impacts our ability to host these weekly classes, we would like to spend $150 on an upgraded Zoom account to allow for classes to be taught virtually. Because the Guiding Good Choices Program requires a significant investment of time, we are asking for $7,000 to cover the wages of facilitators. We're also asking for $3,500 to be used for printed materials associated with the GGC and $1,000 in facility rentals to host classes. As a Communities That Care coalition, we feel very strongly (and the evidence shows) that the Guiding Good Choices Program will have great effects on our community.

We would also like to use funds from this grant to support the school resource officers in their efforts to decrease substance use by implementing Project Toward No Drug Abuse. PTNDA requires approximately $3,000 to train the officers on facilitating the program, as well as $1,200 in facilitator materials and $2,400 in student materials. We are asking for $8,500 to cover the overtime wages paid to officers teaching the course. This would break down to two hours per week per officer from November 2020 through June of 2021. We would also like to use $1,000 to pay for food for those students in attendance. As part of the vape prevention efforts, we would like to install vape sensors in the bathrooms of each secondary school in American Fork, for a total of $53,750. This money would be used to pay for approximately 47 sensors as well as cover the cost to run any wiring necessary to install them. This estimate is based on a quote from Halo Smart Sensor as well as Alpine School District estimates for installation. We would also like to post 'no vaping' signs in the bathrooms/locker rooms and posters with substance use prevention messages throughout the school. We're asking for $1,000 to cover these costs as well as miscellaneous printing.

Budget Form

Please complete the following budget form.

Personnel Salary - $7,000 to pay facilitators for Guiding Good Choices Program. This will either be the CTC Coordinator or another hired facilitator. $8,500 to pay for the school resource officers' overtime to facilitate the Project Toward No Drug Abuse Program. (Total: $15,500)

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Supplies- $2,000 in meals for families who attend GGC and $1,000 for snacks for Project Toward No Drug Abuse because that increases participation. $53,750 for 47 vape sensors to be installed in bathrooms and locker rooms at American Fork Junior High, American Fork High School, and Polaris West High School. $1,200 in facilitator materials for Project Toward No Drug Abuse. $2,400 in student materials for 200 students to participate in Project Toward No Drug Abuse. $3,500 for printed materials for GGC and $1,000 for anti-vape signs and substance prevention messages. (Total: $64,850)
Media Outreach- $8,500 for 12 weeks of a billboard on American Fork Main Street to advertise GGC. The CTC program is currently using social media to market its presence, but we would like to also reach families and individuals in the community who may not be available through social media. $150 for a zoom account in case classes need to be held virtually due to COVID. $3,500 to have a video(s) professionally made that advertises GGC in American Fork and gives parents family tips. $500 to pay a graphic designer to design the billboard. $500 for Facebook ads to promote GGC. (Total: $13,150)
Other- $3,000 to get facilitators trained for Project Toward No Drug Abuse. $2,500 to obtain licensure to host GGC. $1000 to cover facility rental to host GGC. (Total: $6,500)

Evaluation Plan

Applicants are required to develop and submit an evaluation plan with the application packet. The evaluation plan should include the following components:

- Purpose of the evaluation
- Evaluation questions and criteria
- Data collection and analysis plan and implementation
- Evaluation report and findings

We plan to use SHARP data as part of our evaluation plan. Some of our objectives are very measurable by data and we will be able to tell how close we are to reaching them by looking at the next available set of data from SHARP. We also realize that students will likely be taking the next survey before we are even able to fully implement our plan.
Both Guiding Good Choices and Project Toward No Drug Abuse have been tested and proven to be effective. Both programs have evaluation plans written into their curriculum. The resource officers are planning to be trained so that they can implement PTNDA with fidelity. PTNDA's specific evaluation was not posted in public view, so was not able to be attached to this grant proposal.
GGC will also have trained facilitators who will implement with fidelity. The American Fork Facilitator has been in contact with Utah's GGC Facilitator Trainer and recently learned that the University is currently revamping GGC, making the program's evaluation unavailable for public review.
We also plan to use social media metrics to evaluate how effective our social media video campaigns are.

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Action Plan

Guiding Good Choices (Family Domain)

Risk Factor(s): Low Commitment/Parent Attitudes to Antisocial/Depressive Symptoms/Prosocial Involvement.

Goal (s): Reducing Teen Vaping

Strategy/Activity	Who Is Responsible?	By When?	What Outcome will result from activity?
Hire Program Facilitator for GGC	Police Department	November 2020	Process Objective: Police Department will hire Program manager for GGC by November 2020.
Train program Facilitator for GGC	facilitator	December 2020	Process Objective: GGC will train facilitator(s) to teach course.
Coordinate school usage for GGC	facilitator	December 2020	Process Objective: Facilitator will coordinate with the schools to arrange space and time for classes.
Media campaign to promote GGC as well as give tips to families (billboard and social media)	facilitator	January 2021, ongoing	Process objective: Professional video promoting GGC will be completed by January. Billboard will be obtained by January.
Implement at least 1 5 week session of GGC per quarter in 2021.	facilitator	June 2021	Short-Term Objective: Parental attitudes favorable to antisocial behavior will decrease by 2% from 2019 to 2021.

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Enhance Individual life skills through attending Guiding Good Choices- enhance parenting behaviors and skills, enhance effective child management behaviors and parent-child interactions and bonding.	facilitator	Spring 2021	Short term Objective: Decrease parental attitudes favorable to antisocial behavior by 2% from 2019 to 2021. Decrease depressive symptoms by 1% from 2019 to 2021.
Children will be taught skills to resist peer influence, and reduce adolescent problem behaviors through the GGC program.	facilitator	Spring 2021	Long term objective: Reduce vaping by 2% between 2019 and 2021.

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Action Plan

Vape Device Installment/Program with Police Department and School Collaboration (School/Individual Domain)

Risk Factor(s): Low Commitment/Parent Attitudes to Antisocial/Depressive Symptoms/Prosocial Involvement.

Goal (s): Reducing Teen Vaping

Strategy/Activity	Who Is Responsible?	By When?	What Outcome will result from activity?
Installation of Vape Detector Devices in Schools.	Police Dept. with School Collaboration	December 2020	Process Objective: all 3 secondary schools will have vape detectors by the end of December 2020.
Support Modification to policies- Youth Court to include Project Toward No Drug Abuse in their consequences for substance use.	Police Department (school resource officers)	December 2020	Short term Objective: Youth Court will shift from community service consequences to PTNDA program.
Implementation of Project Toward No Drug Abuse program. Youth will learn skills in self-control, communication, and resource acquisition.	School resource officers	January 2021	Short term objective: Attitudes toward antisocial behavior will decrease by 2% from 2019-2021. Increase rewards for pro-social involvement by 2% from 2019-2021.
No vaping signs in bathrooms (Changing environment is part of 7 strategies)	School resource officers	December 2020	Short term objective: Students see anti-vaping messages daily each time they enter the bathroom.

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Students will learn decision-making strategies and refusal skills during PTND	School Resource Officers	Spring 2021	Long term objective: Reduce vaping by 2% between 2019 and 2021.

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AMERICAN FORK HIGH SCHOOL

510 N 600 E – American Fork, UT 84003
Phone: 801.610.8800 Fax: 801.756.8575
afhs.alpineschools.org

9/29/2020

To Whom it May Concern:

It is our understanding that the American Fork Police Department and American Fork CTC Program are applying for grant funding for the deployment of two programs meant to reduce substance abuse by the students at our school.

The first program is the establishment of "Project Toward No Drug Abuse", which is an after-school class taught by School Resource Officers and directed at students who are struggling with substance abuse. We fully support the introduction of this program at American Fork High School, and will collaborate and work together with the American Fork Police Department to ensure it is properly executed.

The second program is an effort to install vape sensors in the bathrooms at American Fork High School. We have been trying to install these sensors for some time, but have not been able to get the funding. Having vape sensors in the bathrooms would be a great help in deterring on-campus substance abuse. We fully support the installation of these vape sensors and will do everything possible to make sure they are properly maintained.

We have worked together with the American Fork Police Department for some time in an already-existing partnership to establish a positive law enforcement presence in the schools. We are excited for the potential opportunity to deploy additional programs to reduce substance abuse by our students, and will fully support their implementation.

Thank You,

Peter Glahn
Principal
American Fork High School

Attachment: Communities that Care Agreement (Communities that Care grant)

American Fork Junior High
1120 North 20 West American Fork, UT 84003
P. 801.610.8750 F. 801.756.8407

9/29/2020

To Whom it May Concern:

It is our understanding that the American Fork Police Department and American Fork CTC Program are applying for grant funding for the deployment of two programs meant to reduce substance abuse by the students at our school.

The first program is the establishment of "Project Toward No Drug Abuse", which is an after-school class taught by School Resource Officers and directed at students who are struggling with substance abuse. We fully support the introduction of this program at American Fork Junior High and will collaborate and work together with the American Fork Police Department to ensure it is properly executed.

The second program is an effort to install vape sensors in the bathrooms at American Fork Junior High. Having vape sensors in the bathrooms would be a great help in deterring on-campus substance abuse. We fully support the installation of these vape sensors and will do everything possible to make sure they are properly maintained.

We have worked together with the American Fork Police Department for some time in an already-existing partnership to establish a positive law enforcement presence in the schools. We are excited for the potential opportunity to deploy additional programs to reduce substance abuse by our students, and will fully support their implementation.

Thank You,

Kirk Johnson
Principal
American Fork Junior High

Kirk Johnson
Principal

Jake Anderson
Assistant Principal

Kimberly Moore
Assistant Principal

Thomas Paul
Assistant Principal

Attachment: Communities that Care Agreement (Communities that Care grant)

POLARIS WEST HIGH SCHOOL
704 SOUTH UTAH VALLEY DRIVE • AMERICAN FORK, UT 84003

9/29/2020

To Whom it May Concern:

It is our understanding that the American Fork Police Department and American Fork CTC Program are applying for grant funding for the deployment of two programs meant to reduce substance abuse by the students at our school.

The first program is the establishment of "Project Toward No Drug Abuse", which is an after-school class taught by School Resource Officers and directed at students who are struggling with substance abuse. We fully support the introduction of this program at Polaris High School West, and will collaborate and work together with the American Fork Police Department to ensure it is properly executed.

The second program is an effort to install vape sensors in every bathroom at Polaris High School West, including funding to set up needed wiring for the sensors. We are in possession of some vape sensors that we have been unable to install due to lack of wiring in the bathrooms. We hope that through grant funding, we will be able to get the bathrooms wired and then have sensors installed. We fully support the installation of vape sensors and will do everything possible to make sure they are properly maintained.

We have worked together with the American Fork Police Department for some time in an already-existing partnership to establish a positive law enforcement presence in the schools. We are excited for the potential opportunity to deploy additional programs to reduce substance abuse by our students, and will fully support their implementation.

Thank You,

K Thomas

Kori Thomas
Principal
Polaris High School West

Attachment: Communities that Care Agreement (Communities that Care grant)

E-Cigarette, Marijuana, & Other Drug Prevention Grant Application

UTAH ASSOCIATION of LOCAL HEALTH DEPARTMENTS

Utah County HEART of UT Health Departm

Applicant Information Form:	
Timeline	September 30th applications due. October 15th grant applicants notified if funding approved. Funds available as early as October 15th, and will be distributed per the agreement in the signed contract.
Organization Name:	American Fork Police Department
Organization Address:	75 E 80 N (*Address*) / American Fork (*City*) / 84003 (*Zip*)
Contact Information:	anye@afcity.net (*Email Address*) / (801) 687-1156 (*Phone*) Ashleigh Nye (*Organizational Representative*) / CTC Coordinator (*Title*)
Organizational Type:	☑ Coalition: *a coalition of community organizations this is focused on substance abuse and prevention* ☑ Local Government Agency: *a local government agency, including a law enforcement agency, for a program that is focused on substance abuse and prevention* ☑ Education: *a local education agency as defined in Section 53J-1-301*
Organizational Description	*Provide a brief description of the agency applying for funding. Include any experience or expertise the agency has with the population they intend to serve.* The American Fork Police Department serves the American Fork and Cedar Hills communities. Communities That Care has been a division of the police department since April of 2019. Each secondary school in American Fork has a resource officer who is there during school hours and at school events. The Communities That Care coalition has been assessing SHARP data, analyzing gaps in services, and is ready to implement tested and effective programs in the community.
Amount Requested No more than $100,000	$ 100,000.00

Attachment: Communities that Care Agreement (Communities that Care grant)

Introduction

Thank you for considering the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program. The Utah County Health Department is accepting applications for Fiscal Year 2021. The purpose of this grant is to "address root causes and factors associated with the use of electronic cigarettes, marijuana, and other drugs."

Please send your completed application to Brittany Guerra via email brittanyg@utahcounty.gov, with questions call 801-851-7099. Applications will be accepted/considered up to September 30th at 11:59 PM.

Applicants are expected to complete all information requested in this application. If you need more space, attach another page to the document.

INFORMATION TO INCLUDE IN APPLICATION

Define the community you will serve:

Please define the communities you propose to serve. Recipients may use various geographic boundaries including neighborhoods, census tracts, zip codes, and school districts, as well as townships, and county-wide to define their community. Applicants should be realistic about the size and population of the area in which you have the ability to create change. For example, choosing a community that is too large may be problematic due to inclusion of neighborhoods that have significantly different problems to be addressed.

The American Fork Police Department serves the communities of American Fork and Cedar Hills, Utah. American Fork has an estimated population of 33,161 and Cedar Hills has an estimated population of 10,083. Population estimates are taken from https://www.census.gov/quickfacts/.
American Fork has one traditional high school, one alternative high school, one junior high, and five elementary schools. Cedar Hills has two elementary schools and no secondary schools. School Resource Officers are at American Fork High School, American Fork Junior High, and Polaris West Alternative High School.
For the purpose of this grant, the focus will be on American Fork secondary schools because Cedar Hills only has elementary schools.
The Communities That Care Coalition is housed within the Police Department. The Coordinator is an employee of the department but CTC is separate in that it is funded primarily by the Utah County Substance Use Prevention Department and the State of Utah. CTC and AFPD are united in their efforts toward youth substance use prevention.

Statement of the problem:

Please describe the following:

- What are the current youth substance use problems in your community that you plan to address? Include local data from the Student Health and Risk Prevention (SHARP) survey to justify your choice.
- What are the risk/protective factors you plan to address that contribute to this problem? Include local data from the Student Health and Risk Prevention (SHARP) survey on the risk/protective factors you plan to address.

1- Among all substances used by American Fork youth, vaping rates are highest and we want to curb this before it gets even higher. Among students who have ever tried a tobacco product, 78.4% of American Fork students' first use was a vape product. 16.2% of 10th graders and 15.8% of 12th graders have tried vape products. 8.5% of 10th graders and 8.3% of 12th graders have vaped in the last 30 days. Approximately half of the students who have ever vaped have also vaped in the last 30 days. This information is taken from the SHARP survey results.
2- American Fork Communities That Care researched American Fork's Student Health and Risk Protection survey (SHARP) and to decided to prioritize the following risk and protective factors. Parental attitudes favorable to antisocial behavior is 33.7% in American Fork. Low commitment to school is 43.8% and depressive symptoms for American Fork is 34.8%. Rewards for prosocial involvement in American Fork is significantly lower than any other protective factor in American Fork at 59.5%.

Attachment: Communities that Care Agreement (Communities that Care grant)

Your Plan

Recipients need to develop and implement a comprehensive 9-Month Action Plan. A comprehensive 9-Month Action Plan will include an appropriate mixture of all Seven Strategies for Community Level Change listed below. For more information on the Seven Strategies for Community Change, visit http://www.cadca.org/resources/coalition-impact-environmental-prevention-strategies.

Provide a detailed 9-Month Action Plan using the Table 1 template as a reference. Please submit your proposed action plan with this application in your final submission.

The Action Plan should foster community level change by including a combination of goals, objectives, strategies and activities. Include measurable goals and outline activities using this form. See Appendix A and B for more info on how to develop this action plan. If you need more space, attach another page to the document.

Intervention evidenced based or a promising practice

Statute requires your intervention must be evidence based or a promising practice as defined by the CDC (see https://www.thecommunityguide.org/). Please describe how the activities listed in your action plan are evidenced based or a promising practice.

Both programs we propose to implement as Communities That Care and the American Fork Police Department are evidence-based as defined by the CDC, and can be found on the Blueprints website (https://www.blueprintsprograms.org/)

Guiding Good Choices ("GGC") (Implemented by CTC)-
According to Blueprints:
- Youth in the GGC (Guiding Good Choices) group who had not initiated substance use at the time of the one-year follow-up were more likely to remain in the no-use group through the two-year follow-up than control group adolescents.
- Youth in the GGC group who had initiated substance use at the one-year follow-up were more likely to have remained in their one-year follow-up substance use status through the two-year follow-up than control group youth.
- At the 3.5-year follow-up, the GGC group showed significantly lower alcohol initiation scores than the control group.
- At the 3.5-year follow-up, new user proportions were lower (marginally significant) among GGC adolescents than among controls for lifetime drunkenness and lifetime use of marijuana.
- At the 3.5-year follow-up, among those adolescents who had used alcohol and tobacco during the past month and marijuana during the past year, GGC adolescents had a lower frequency of past month drinking than the control group.
- GGC adolescents were 37% less likely to have initiated marijuana use over the course of the study than control youth (marginally significant).
- At the 3.5-year follow-up, GGC adolescents demonstrated a reduction in the growth of adolescent alcohol use from ages 12 - 15 1/2.

Project Toward No Drug Abuse ("PTNDA") -
It was found that compared to control groups of students, PTNDA students showed:
- 27% prevalence reduction in 30-day cigarette use.
- 22% prevalence reduction in 30-day marijuana use.
- 26% prevalence reduction in 30-day hard drug use.
- Long-term (at years 4 and 5) maintenance effect for 30-day hard drug use.
- 9% prevalence reduction in 30-day alcohol use among baseline drinkers.

American Fork is also planning on installing vape sensors, 'no vaping' signs in the bathrooms, as well as signs that promote substance use prevention in the secondary schools in the city. These fall under CADCA's strategy for increasing barriers and changing the physical design.

Risk/Protective Factor: Please list the R/P Factor(s) that will be addressed.

Communities That Care has spent a year going through the process to identify American Fork's priority risk and protective factors. Workgroups were formed, made up of community members from each sector of the community, and a profile for American Fork was created. Data from the SHARP survey was studied, and the resources and gaps in our community were analyzed. The assessment work was compiled, and American Fork is ready to implement tested and effective programs. Parental attitudes favorable to anti-social behavior, low commitment to school, depressive symptoms, and low rewards for pro social involvement are the risk and protective factors identified as the priorities in American Fork.

Goal: Describe strategies and activities what you plan to accomplish that will impact the identified risk and protective factor.

Our goal in American Fork is to reduce substance use, specifically vaping, among our students. We plan to implement a number of strategies and activities that align with ALL 7 strategies for community change. These strategies target the family, school, and individual domain by 1) educating parents and strengthening families within our community, and 2) creating a school environment that discourages vaping and substance use, and provides education and support to specifically target negative substance use behaviors.

We will be implementing Guiding Good Choices, which is a course tailored to entire families that will be hosted at local venues throughout the year and made available to families in the community free of charge. This program will enhance individual life skills through the curriculum offered. As part of the 5- week program, activities help children learn refusal skills for dealing with peer pressure and other personal and social interaction skills. "GGC consists of a five-session, multimedia drug resistance and education program for adolescents and their parents. Adolescent participants are required to attend one session which teaches peer resistance skills. The parents receive four sessions of instruction including material on the (a) identification of risk factors for adolescent substance abuse and a strategy to enhance protective family processes; (b) development of effective parenting practices, particularly regarding substance use issues; (c) family conflict management; and (d) use of family meetings as a vehicle for improving family management and positive child involvement. Each session runs approximately two hours in length. Specifically, Session 1 creates opportunities for involvement and interaction in the family and rewarding children's participation in the family. Session 2 establishes clear family rules about substance use, monitoring the behavior of children, and disciplining children. Session 3 teaches children skills needed to resist peer influences to use drugs. Session 4 focuses on reducing and managing anger and family conflict. Session 5 focuses on expressing positive feelings and developing bonding," (Blueprints). Support is given to the families throughout the course and after to ensure they have the resources necessary to create lasting change. This program aligns with the 'enhance skills' and 'provide support' strategies to affect community change.

One of the strategies we are implementing to support GGC and our overall goal of substance use prevention is a media campaign. We would like to reach as many people as possible and plan to disseminate information via a billboard campaign as well as a social media video campaign. The purpose of this media campaign is two-fold: to make residents aware that GGC is available as well as give them tips for strengthening their own families to create resilient children who choose not to use substances. This aligns with the 'provide information' strategy to affect community change.

We are also planning to install a vape/smoke sensor in each of the bathrooms and locker rooms in the 3 secondary schools in American Fork. Paired with this we are putting up "no vaping" signs in the bathrooms along with prevention messages throughout the school. This aligns with the 'change physical design' and 'reduce access/enhance barriers' strategies to affect community change.

Changing the physical design isn't enough on its own to prevent vaping, so we are also planning to implement a program called Project Toward No Drug Abuse in the secondary schools, facilitated by the school resource officers. Included with this grant application is a letter of support from each school principal indicating their full support for hosting the PTNDA program. The curriculum contains twelve 40-minute interactive sessions taught over a 3-4 week period. "Sessions provide instruction in motivation activities to not use drugs; skills in self-control, communication, and resource acquisition; and decision-making strategies," (Blueprints). This program will be attended by those at high risk or those caught with substances (both on or off school grounds). When a juvenile is caught with substances, they are often referred to Youth Court, where consequences of community service are generally given. The plan is to make PTNDA a consequence in addition to community service. The motivation to complete the requirement is quite high, because they are referred to Juvenile Court if they don't meet the requirements of Youth Court. This aligns with two of the strategies for community change: changing policy and changing consequences. This program aligns with the 'enhance skills' and 'provide support' strategies to affect community change. Integrating this program with Youth Court aligns with the 'modify/change policies' and 'change consequences' strategies to affect community change.

Attachment: Communities that Care Agreement (Communities that Care grant)

Objective: Provide measurable objective to achieve the identified goal.

Short-term objective: Parental attitudes favorable to antisocial behavior will decrease by 2% from 2019 to 2021.
Long-term objective: Reduce 30-day vaping rate in American Fork youth by 2% from 2021-2023.
Process Objective: Install vape detectors in 47 bathrooms in American Fork secondary schools. These will be installed by December 2020 by the schools in collaboration with school resource officers.
Process Objective: Implement Guiding Good Choices and hold at least 1 5-week session per quarter in 2021, starting in January.
Process Objective: Implement Project Toward No Drug Abuse and hold at least 1 3-4 week session in each school per school term in 2021.
Short term objective: Attitudes toward antisocial behavior will decrease by 2% from 2019-2021.
Short term objective: Anti-vape signs will be placed in 75% of the bathrooms by January 2021.
Short term Objective: Youth Court will the PTNDA program as an additional consequence by December 2020.
Short term objective: Decrease parental attitudes favorable to antisocial behavior by 2% from 2019 to 2021.
Short term objective: Decrease depressive symptoms among American Fork youth by 1% from 2019 to 2021.
Short-term objective: Increase rewards for pro-social involvement among youth by 2% from 2019-2021.

Strategies, Activities, or Aims: Please indicate all of the specific strategies, activities, or aims you will use to accomplish the objective.

- ☑ Disseminate information/education
- ☑ Enhance individual life skills
- ☑ Provide activities that reduce risk factors or enhance protective factors
- ☑ Enhance community/participant access or reducing barriers to programs and strategies
- ☑ Changing consequences by addressing incentives or disincentives
- ☑ Implement environmental strategies to reduce risk factors and increase protective factors
- ☑ Support modification to policies or the implementation of new policies

Table 1: Comprehensive 9-Month Action Plan Template. Please submit your proposed action plan with this application in your final submission.

FY21 Action Plan Agency Name:				
Risk/Protective Factor(s)				
Goal(s)				
Strategy/Activity	**Who is responsible?**	**By When?**	**What outcome will result from your activity?**	
			Process Objective(s):	(Example: Freemont Middle School will implement Botvins Life Skills to all 7th and 8th Grade students in school year 2020-2021)
			Short-term Objective(s):	(Example - Favorable attitudes towards drug use will decrease by 2% from 2019 to 2021)
			Long-term Objective(s):	(Example - 30 day alcohol use among students in grades 8-12 will decrease by 2%)

Attachment: Communities that Care Agreement (Communities that Care grant)

Your Budget

In this section, applicants must provide a 9-month Budget Narrative to include budget details and justification for grant expenditures.

The Budget Narrative is used to determine reasonableness and allowability of costs. All of the proposed costs listed must be reasonable, and necessary to accomplish project objectives, allowable in accordance with applicable Federal Cost Principles, auditable, and incurred during the project period.

Proposed budgets must not exceed $100,000 in total costs in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of the required data and reports, and compliance with all grant award Terms and Conditions. Failure to comply with the Terms and Conditions of the award may result in suspension or termination of the award.

Additional budget requirements and considerations include the following:

1. No more than 2-3% of the funding may be used for training and travel costs. If applying for a youth group, consider including budget items for the youth to attend a training in addition to adults
2. No more than 10% can be used for administrative costs
3. Up to 5% can be used for equipment (i.e computer). Any purchase over $5,000 must be approved
4. Up to 10% of the funding can be used for evaluation
5. There is no limit on the amount of salary support that may be requested. If the proposed budget includes personnel, include position details and salaries by position in application budget justification.
6. Funds may not be used for construction
7. Appropriate justification for all budget items is required

Please Provide your budget narrative in the following space. If you need more space, attach another page to the document.

Communities That Care would like to use funds from this grant to implement Guiding Good Choices. We are asking for $2,500 to obtain the license to host the program. In order to make these weekly classes easier on families, we would like to provide meals for those that attend. We are asking for $2,000 for these meals. We would like to budget $3,500 to have a professional video made that advertises GGC and gives parents tips on strengthening their families and helping their children. This is based on an estimate given by local commercial director Parker Badger. We would use $500 to be spent on social media promotion. Based on our gaps analysis, one deficiency we identified in American Fork is that no one knows about the programs available in our community. Dedicating resources to marketing our new programs will ensure that families will be able to access Guiding Good Choices. There are a few billboards on Main Street in American Fork, and we would like to secure one of these for 12 weeks, for a total cost of $8,500 plus $500 for a graphic designer. The billboard estimates are from Reagan Signs for a billboard on American Fork Main Street. Just in case COVID-19 impacts our ability to host these weekly classes, we would like to spend $150 on an upgraded Zoom account to allow for classes to be taught virtually. Because the Guiding Good Choices Program requires a significant investment of time, we are asking for $7,000 to cover the wages of facilitators. We're also asking for $3,500 to be used for printed materials associated with the GGC and $1,000 in facility rentals to host classes. As a Communities That Care coalition, we feel very strongly (and the evidence shows) that the Guiding Good Choices Program will have great effects on our community.

We would also like to use funds from this grant to support the school resource officers in their efforts to decrease substance use by implementing Project Toward No Drug Abuse. PTNDA requires approximately $3,000 to train the officers on facilitating the program, as well as $1,200 in facilitator materials and $2,400 in student materials. We are asking for $8,500 to cover the overtime wages paid to officers teaching the course. This would break down to two hours per week per officer from November 2020 through June of 2021. We would also like to use $1,000 to pay for food for those students in attendance. As part of the vape prevention efforts, we would like to install vape sensors in the bathrooms of each secondary school in American Fork, for a total of $53,750. This money would be used to pay for approximately 47 sensors as well as cover the cost to run any wiring necessary to install them. This estimate is based on a quote from Halo Smart Sensor as well as Alpine School District estimates for installation. We would also like to post 'no vaping' signs in the bathrooms/locker rooms and posters with substance use prevention messages throughout the school. We're asking for $1,000 to cover these costs as well as miscellaneous printing.

Attachment: Communities that Care Agreement (Communities that Care grant)

Budget Form

Please complete the following budget form.

Category of Funding	Justification	Funding Amount
Personnel Salary	$7,000 to pay facilitators for Guiding Good Choices Program. This will either be the CTC Coordinator or another hired facilitator. $8,500 to pay for the school resource officers overtime to facilitate the Project Toward No Drug Abuse Program.	$ 15,500.00
Fringe Benefits		$
Travel (in/out of state)		$
Supplies	$2,000 in meals for families who attend GGC and $1,000 for snacks for Project Toward No Drug Abuse because that increases participation. $53,750 for 47 vape sensors to be installed in bathrooms and locker rooms at American Fork Junior High, American Fork High School, and Polaris West High School. $1,200 in facilitator materials for Project Toward No Drug Abuse. $2,400 in student materials for 200 students to participate in Project Toward No Drug Abuse. $3,500 for printed materials for GGC and $1,000 for anti-vape signs and substance prevention messages	$ 64,850.00
Equipment		$
Subcontractors		$
Media Outreach	- Based on our gaps analysis, a huge gap in American Fork is that no one knows about the programs available in our community. Dedicating resources to helping the community learn that it exists can help so many families access Guiding Good Choices. $8,500 for 12 weeks of a billboard on American Fork Main Street to advertise GGC. The CTC program is currently using social media to market its presence, but we would like to also reach families and individuals in the community who may not be available through social media. $150 for a zoom account in case classes need to be held virtually due to COVID. $3,500 to have a video(s) professionally made that advertises GGC in	$ 13,150.00
Other	$3,000 to get facilitators trained for Project Toward No Drug Abuse. $2,500 to obtain GGC licensure. $1000 to cover facility rental to host GGC.	$ 6,500.00
Total Amount Requested		$ 100000

Evaluation Plan

Applicants are required to develop and submit an evaluation plan with the application packet. The evaluation plan should include the following components:

- Purpose of the evaluation
- Evaluation questions and criteria
- Data collection and analysis plan and implementation
- Evaluation report and findings

Please submit your proposed evaluation plan with this application in your final submission.

Reporting Project Progress

Grant recipients will report to the local health department three times over the year of funding. Reports are due the 15th of each month (January, April, and July). The grant recipient shall report the following:

1. List quarterly activities accomplished
2. Provide accounting for the expenditure of grant funds
3. Describe measurable outcomes as a result of the expenditures
4. Describe the impact and effectiveness of programs and activities funded through the grant
5. Indicate the amount of grant funds remaining on the date that the report is submitted

After a grant recipient expends all funds awarded to the recipient under the grant program, the grant recipient shall submit a final report to the local health department.

On or before September 1 of each year, each local health department shall submit the reports to the Association of Local Health Departments, who in collaboration with the Department of Health, submit a report to the Health and Utah State Legislature Human Services Interim Committee.

Applicants who are awarded the grant funding will be required to execute a contract with Utah County, a sample, which is subject to change, is provided below as Appendix C.

Attachment: Communities that Care Agreement (Communities that Care grant)

Appendix A – Developing Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop measurable objectives. This appendix provides information on developing objectives. It also provides examples of well-written measurable objectives.

OBJECTIVES

Definition – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like "understand" or "know" because it may prove difficult to measure them. Instead, use verbs that document action, such as: "By the end of 2018, 75 percent of program participants will be placed in permanent housing." In order to be effective, objectives should be clear and leave no room for interpretation. SMART is a helpful acronym for developing objectives that are specific, measurable, achievable, realistic, and timebound.

Specific – Includes the "who" and "what" of program activities. Use only one action verb to avoid issues with measuring success. For example, "Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus" is a more specific objective than "Outreach workers will use their skills to reach out to drug users on the street."

Measurable – How much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means that the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/18 increase by 10 percent the number of 8th, 9th, and 10th-grade students who disapprove of marijuana use as measured by the annual school youth survey.

Achievable – Objectives should be attainable within a given time frame and with available program resources. For example, "The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan" is a more achievable objective than "Teenage mothers will learn about proper nutrition."

Realistic – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, "Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs" is a more realistic objective than "Gang-related violence in the community will be eliminated."

Time-bound – Provide a time frame indicating when the objective will be measured or time by when the objective will be met. For example, "Five new peer educators will be recruited by the second quarter of the first funding year" is a better objective than "New peer educators will be hired."

Attachment: Communities that Care Agreement (Communities that Care grant)

E-CIGARETTE, MARIJUANA, & OTHER DRUG PREVENTION GRANT Application Reviewer Score Sheet & Criteria *Please be aware that this criteria may be changed or modified at any time.*		
Name of Agency:		
	Total Points Possible	Total Points Awarded
SECTION 1: PROPOSAL SUMMARY		
Question #1 – What is the Organization Type?		
1 Point = Other 3 Points = Coalition, local government agency, or education agency	3 Points	
Question #2 – Does the applicant's proposal clearly define the community they propose to serve?		
0 Points = The applicant did not complete the section or does not clearly define the community. 1 Point = The applicant clearly defined the community they plan to work in.	1 Point	
Question #3 – Did the applicant clearly state the youth substance abuse problem they plan to address in the targeted community?		
0 Points = The applicant did not complete this section or does not clearly state the problem in the community 1 Point = Youth substance abuse was mentioned 2 Points = The applicant clearly stated the problem in the community	2 Points	
Question #4 – Did the applicant include data from the SHARP survey to justify the problem?		
0 Points = The applicant did not include any data to justify the problem 1 Point = The applicant included data but did not include any from the SHARP survey to justify the problem 2 Points = The applicant included data from the SHARP survey to justify the problem	2 Points	
Question #5 – Did the applicant clearly identify and state how they plan to address risk and protective factors?		
0 Points = The applicant did not identify and state how they plan to address risk and protective factors. 1 Point = The applicant identified 1-2 ways in which they plan to address the identified risk and protective factors 2 Points = The applicant identified 3-4 ways in which they plan to address the identified risk and protective factors 3 Points = The applicant identified 5+ ways in which they plan to address the identified risk and protective factors	3 Points	
SECTION 2: ACTION PLAN		
Question #1 - Did the applicant provide a comprehensive 9-Month Action Plan?		
0 Points = The applicant did not provide a 9-month action plan 1 Point = The applicant provided a 9-month action plan but was not thought out and lacking detail 2 Points = The applicant provided a comprehensive 9-month action plan	2 Points	

Attachment: Communities that Care Agreement (Communities that Care grant)

Question #2 – What type of interventions are proposed in the application?		
0 Points = No evidence-based or promising practice interventions 1 Point = Interventions are promising practices 2 Points = Interventions are evidence-based, as defined by the CDC here	2 Points	
Question #3 - Did the plan clearly state and include an appropriate mixture of all Seven Strategies for Community Level Change as defined here?		
0 Points = The applicant did not state or include any of the 7 strategies 1 Point = The applicant identified 1-2 ways in which they plan to implement the identified strategies 2 Points = The applicant identified 3-4 ways in which they plan to implement the identified strategies 3 Points = The applicant identified 5+ ways in which they plan to implement the identified strategies	3 Points	
Question #4 - Did the goals adequately describe how they will impact the identified risk & protective factors?		
0 Points = None are clear 1 Point = Some are clear 2 Points = All are clear	2 Points	
Question #5 – Are the goals/objectives/outcomes clearly written?		
0 Points = None are clear 1 Point = Some are clear 2 Points = All are clear	2 Points	
Question #6 – Are the objectives SMART?		
0 Points = None are SMART 1 Point = Some are SMART 2 Points = All are SMART	2 Points	
Question #7 - Did the applicant's proposed program demonstrate an innovative approach to addressing the identified problems in the community identified?		
0 Points = The applicant did not provide a description of how their proposed program will demonstrate innovation 1 Point = The applicant's plan is not feasible, unclear, or will not serve to implement their project 2 Points = The applicant proposes a clear and innovative approach to address the substance abuse problem(s) identified in the targeted community.	2 Points	
SECTION 3: BUDGET		
Question #1 - Is the budget complete?		
0 Points = No 1 Point = Yes	1 Point	
Question #2 - Is the budget accurate? (i.e. all numbers add up)		
0 Points = No 1 Point = Yes	1 Point	
Question #3 - Is the budget justification clear?		
0 Points = No budget justification provided 1 Point = A budget justification was provided, but is unclear 2 Points = A clear budget justification was provided	2 Points	
Question #4 – Are all the budget requirements and considerations met?		
0 Points = No 1 Point = Yes	1 Point	

SECTION 4: EVALUATION		
Question #1 - Did the applicant indicate how their program would be evaluated?		
0 Points = No evaluation plan provided 1 Point = An evaluation plan was provided, but is unclear 2 Points = A clear evaluation plan was provided	2 Points	
SECTION 5: GENERAL CONSIDERATIONS		
Question #1 - The proposal is high quality and writing is clear.		
0 Points = Poor 1 Point = Fair 2 Points = Good 3 Points = Excellent	3 Points	
Question #2 - The proposal illustrates that the agency has the capacity to carry out the project.		
0 Points = No capacity 1 Point = Low capacity 2 Points = Average capacity 3 Points = High capacity	3 Points	
Question #3 – The agency has proven experience implementing grant activities.		
0 Points = No experience 1 Point = Experience	1 Points	
Total Points	40 Points Possible	

Attachment: Communities that Care Agreement (Communities that Care grant)

Appendix C – Agreement Template (following two pages)

Utah County
HEART of UTAH

AGREEMENT No. 20___-_____

AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: American Fork Police Department Contact Person: Genell Paulin

Address: 75 E. 80 N. Phone #: 801-228-7519

City: American Fork State: UT Zipcode: 84003 Email: gpaulin@americanfork.gov

Legal Status of Contractor:
☐ Sole Proprietor ☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ For-Profit Corporation
☑ Government Department: City Police Department

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

The CONTRACTOR will reduce substance abuse, specifically vaping, among students by implementing Guiding Good Choices to families, developing and implementing a media campaign, installing vape detectors in schools, and implementing Project Toward No Drug Abuse in secondary schools, as further described in Attachment C.

2. CONTRACT COSTS

Contractor will be:

☑ paid a maximum of $100,000 for costs authorized by this agreement;

☐ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: ☐ _____, or ☑ the date of execution of this agreement.

This agreement shall terminate on June 30, 2021, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

☑ A: Utah County Standard Terms and Conditions
☑ B: CONTRACTOR's Proposal
☑ C: Special Provisions
☐ D: Utah County Procurement Compliance
☐ E: General Liability and Workers Compensation Certificate
☐ F: _____
☐ G: _____
☐ H: _____

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on _____ of _____ 20____.

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
TANNER D. AINGE, Commission Chairman

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

CONTRACTOR

By: _____
Its: _____

Attachment: Communities that Care Agreement (Communities that Care grant)

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images;

Attachment: Communities that Care Agreement (Communities that Care grant)

newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars ($3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

7. LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

8. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

9. INDEPENDENT CONTRACTOR. Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY. Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County

Attachment: Communities that Care Agreement (Communities that Care grant)

for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.

13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.

16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.

17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for

Attachment: Communities that Care Agreement (Communities that Care grant)

approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.

24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.

25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between

Attachment: Communities that Care Agreement (Communities that Care grant)

the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property**, **Section 10. Indemnification**, **Section 11. Indemnification Relating to Intellectual Property**, and **Section 16. Confidentiality**.

31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised March 30, 2020

Attachment: Communities that Care Agreement (Communities that Care grant)

Attachment C
Special Provisions
E-Cigarette, Marijuana, & Other Drug Prevention Grant Program

Contractor Representative
Genell Paulin
801-228-7519
GPaulin@americanfork.gov
CTC Coordinator
American Fork Police Department

Department Representative
Brittany Guerra
(801) 851-7099
brittanyg@utahcounty.gov
Program Manager
Utah County Health Department

I. General Purpose

The purpose of the E-Cigarette, Marijuana, & Other Drug Prevention Grant Program is to address root causes and factors associated with youth use of electronic cigarettes, marijuana, and other drugs in Utah County communities. Substance misuse and abuse continue to be an important public health concern contributing to morbidity and mortality rates. Evidence shows that the initiation of substance use in adolescence can lead to higher levels of misuse, abuse, and substance use disorders later in life. Research on risk and protective factors has important implications for children's academic success, positive youth development, and prevention of health and behavior problems, including substance misuse and abuse.

The Utah County Health Department is interested in working with, and supporting, community coalitions and organizations in the early prevention of adverse outcomes related to youth substance abuse. The aim of this funding is to identify innovative projects and partnerships across Utah County who are committed to addressing "upstream" factors by focusing on one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide Survey.

Funding for this program is received from the Utah Department of Health as appropriated in Utah Code 59-14-807(3)(d) and 26A-1-116 from the "Electronic Cigarette Substance and Nicotine Product Tax Restricted Account" in the General Fund. Grant funding is administered in accordance with Utah Code 26A-1-129.

II. Parties

a. This agreement is between Utah County, by and through the Tobacco Prevention and Control Program of the Utah County Health Department, hereinafter referred to as "Department," and American Fork Police Department, hereinafter referred to as "Contractor." Together the Department and Contractor shall be referred to as the "Parties."

III. Definitions

Attachment: Communities that Care Agreement (Communities that Care grant)

a. “CDC” means the Center for Disease Control and Prevention
b. “Contractor” means American Fork Police Department, 75 E. 80 N. American Fork, UT 84003
c. “Department” means the Utah County Health Department
d. “Evidence-based” is the process of integrating science-based interventions with community preferences to improve the health of populations.
e. “Fidelity” means the degree to which an intervention is delivered as designed, faithfulness with which a curriculum or program is implemented, or how well the program is implemented without compromising its core content that is essential for the program effectiveness.
f. “Parties” means the Department and the Contractor.
g. “Promising practice” include practices assessed through unpublished intervention evaluations that have not been peer reviewed and that demonstrate some evidence of effectiveness, reach, feasibility, sustainability, and transferability.
h. “Protective Factors” are characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor’s impact. Protective factors may be seen as positive countering events.
i. “Risk Factors” are characteristics at the biological, psychological, family, community, or cultural level that precede and are associated with a higher likelihood of negative outcomes.
j. “Root Causes” are the underlying reasons that create the differences seen in health outcomes. They are the conditions in a community that determine whether people have access to the opportunities and resources they need to thrive.

IV. Payment

a. The Department funds provided under the Contract are for the following program and award:
    i. Program Name: E-Cigarette, Marijuana, & Other Drug Prevention Grant Program
    ii. Funding Source: General Fund “Electronic Cigarette Substance and Nicotine Product Tax Restricted Account” through the Utah County Health Department and in accordance with Utah Code 59-14-807(3)(d) and 26A-1-116
    iii. Award Date: the date of execution of this agreement
b. The Contractor shall be paid up to the maximum amount of $100,000.00 (one hundred thousand dollars) for the contract for expenditures made by the Contractor directly related to the program, as outlined in the General Provisions, Special Provisions, and the Contractor’s proposal.
c. The amount reimbursed is based on the number of services provided by the Contractor as reported each month on the Monthly Expenditure Report submitted to the Department.
d. Funds may be provided upfront upon request from the Contractor for specifically approved activities by the Department.
e. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

Attachment: Communities that Care Agreement (Communities that Care grant)

V. Responsibilities of the Contractor

a. The Contractor shall:

i. Participate in all of the following activities in accordance with the funding provided and as outlined in the Contract's Proposal and action plan in Attachment B:

1. By June 30, 2021, implement Guiding Good Choices and hold two 5-week session in 2021, starting in January. Provide program with fidelity and as outlined at https://www.blueprintsprograms.org/programs/39999999/guiding-good-choices/;
2. By June 30, 2021, implement one media campaign including billboard campaign, commercial, and social media campaign. The purpose of the media campaign is to make residents aware that Guiding Good Choices is available as well as give them tips for strengthening their own families to create resilient children who choose not to use substances;
3. By March 31, 2021, work with school resources officers to install 47 vape and smoke sensors in the bathrooms and locker rooms of the 3 secondary schools in American Fork;
4. By March 31, 2021, develop and install "no vaping" signs with the vape and smoke sensors in each school;
5. By June 31, 2021, implement the Project Toward No Drug Abuse in secondary schools, facilitated by the school resource officers for students caught with any illegal substances. Hold one 3-4 week session in each school per school term in 2021 as needed. Provide program with fidelity and as outlined at https://www.blueprintsprograms.org/programs/34999999/project-towards-no-drug-abuse/;
6. Ensure the evidence-based and promising practice program model(s) selected is implemented with fidelity;
    a. Program educators hired by the Contractor shall receive formal training prior to implementing the selected evidence-based and promising practice program model(s);
    b. Program educators hired by the Contractor shall implement programs as instructed through training programs and in accordance with program guidance.

ii. Send at least one representative to a virtual initial grant training to be held around November 16, 2020 that is provided by the Department;

iii. Participate in monthly progress meetings with the Department to evaluate the progress of goals and objectives and to provide any necessary technical assistance;

iv. Participate in at least one site visit with program staff from the Department to monitor compliance with project guidelines;

v. Send at least one representative to a risk and protective factor training, which will be held during the 2nd quarter of the grant cycle.

Attachment: Communities that Care Agreement (Communities that Care grant)

vi. Collaborate with and coordinate program evaluation with the Department.

b. It is recommended that a member from the Contractor organization attend a local (in state) or virtual substance abuse prevention and/or risk and protective factor related conference, training, webinar, etc. (e.g. CADCA training, Fall Substance Abuse Prevention Conference).

VI. Responsibility of Department

a. The Department shall:

i. Provide report templates for monthly invoices and expenditure reports, quarterly progress reports, and the final project report.

ii. Provide written confirmation of receipt of reports within 10 working days;

iii. Provide written feedback on results/progress within 20 working days of receipt of quarterly and final report;

iv. Provide training and technical assistance as requested and needed, including the evaluation of the program;

v. Conduct one (1) site visit during the contract period as mutually agreed upon times with jointly developed agenda.

VII. Media

a. Contractor shall work with Department on any media campaigns to ensure the campaign is conducted in accordance with Department guidelines. Contractor developed media campaigns utilizing funding are subject to approval by the Department.

VIII. Reporting Requirements

a. Progress Reports:

i. The Contractor shall report on the progress report measures for each of their workplan activities as listed in Section V to the Department. Progress reports shall be submitted quarterly by the 15th of January, April, and July. The Contractor shall report on the following key grant objectives (using progress reporting templates provided by the Department):

- Report how each activity was implemented and completed (dates, number of participants, outcomes, etc.)
- Describe how activities addressed risk factors, protective factors and root causes.

ii. After the Contractor expends all funds awarded under the grant program, the Contractor shall submit a final report to the Department.

b. Expenditure Report and Invoices:

i. The Contractor shall submit all monthly program expenditures by the 20th of the month following the expenditures unless otherwise approved by the Department. The submitted bills must detail the costs by salary, benefits, travel, current expenses, capital expenditures and indirect costs. Copies of employee timesheets along with copies of receipts/invoices for travel, current expenses, and capital expenditures shall be submitted with the monthly billing. Indirect

Attachment: Communities that Care Agreement (Communities that Care grant)

cost allocations shall be detailed. Expenditures shall follow the budget as contained in the application for the E-Cigarette, Marijuana, and Other Drug Prevention Grant Program Funding, see Contract's proposal in Attachment B.

ii. The Contractor shall be prepared to submit a copy of its annual Independent Financial Audit report covering the period of the contract.

c. The Contractor shall provide all reports on templates provided by the Department at the initial grant training.

Attachment: Communities that Care Agreement (Communities that Care grant)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

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

AGENDA ITEM Review and action on a resolution approving the declaration of items to be surplus and disposed of.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
The city purchased these two ATV mules in the late 1990's. One mule runs, however, the other does not. Approval of the resolution would declare these two items to be surplus and disposed of.

Mule #1 (Possibly 1998)
Green
Runs
Hours: 1221

Mule #2
Green
Does not run (needs battery and/or starter)
Hours: 5205

BUDGET IMPACT
Unknown at this time.

SUGGESTED MOTION
Move to approve the resolution declaring these items to be surplus and disposed of.

SUPPORTING DOCUMENTS

11-24-2020 - Surplus Property - Mules (DOCX)
11-24-2020 - Surplus Property resolution - Mule ATVs (DOC)

MULE

4X4
MULE

RESOLUTION NO. _____

A RESOLUTION DECLARING ITEMS TO BE SURPLUS

WHEREAS, American Fork City provided published notice of a public hearing in the *Deseret News* on the 13 day of November 2020; and

WHEREAS, a public hearing was held on the 24 day of November, 2020, regarding the proposed surplus of property, where public comment was entertained;

THEREFORE, BE IT RESOLVED by the City Council of American Fork, Utah as follows:

The following is hereby found to be surplus and to be disposed of.

Description	Hours
Green ATV Mule	1221
Green ATV Mule	5205

This Resolution shall become effective upon its passage.

PASSED by the American Fork City Council this 24 day of November 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 11-24-2020 - Surplus Property resolution - Mule ATVs (Surplus Property - ATV Mules)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

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

AGENDA ITEM Review and action for Consulting Services Peterson Consulting Group of Utah LLP.

SUMMARY RECOMMENDATION
Approval of Consulting Services with Peterson Consulting Group of Utah LLP.

BACKGROUND
American Fork City entered into a consulting contract with Peterson Consulting Group in September 2015. An update to the contract and the associated annual fee in the proposed consulting services agreement to provide governmental consulting and advocacy is presented as attached. Services include advocacy, bill tracking, representation at city council meetings or coordinating meetings, summaries and reports of legislative activities, and professional strategic assistance and coordination.

BUDGET IMPACT
The consulting services shall be $42,000.00 annually as outlined in the contract.

SUGGESTED MOTION
I move to approve Consulting Services between American Fork City and Peterson Consulting Group of Utah.

SUPPORTING DOCUMENTS

Peterson Consulting Service-American Fork City (DOCX)
Peterson Consulting Service -Exhibit A (DOCX)

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of December, 2020, between **AMERICAN FORK CITY,** 51 East Main St, American Fort, Utah, 84003**,** hereinafter called "**City**," and **PETERSON CONSULTING GROUP OF UTAH, LLP,** 2285 E Lower Canyon Drive, Washington, Utah 84780, a governmental affairs consulting firm, herein called "**Firm**," collectively "**Parties**."

PURPOSE: The City desires the services of a firm experienced in governmental consulting and advocacy. The Firm has had many years of experience working in state and local government representation, policy, and advocacy. The City wishes to hire the Firm to perform professional services described herein as an independent contractor.

CONSIDERATION: Consideration for the Agreement includes the services compensation and mutual exchange of promises of the Parties specified herein.

SPECIFIC PROVISIONS

1. **Term of Agreement.** This Agreement shall remain in effect from December 1, 2020, to December 31, 2025, except as terminated earlier pursuant to the provisions below.

2. **Services to be Performed.** The Firm shall use its best efforts and professional judgment and experience to provide government relations and public affairs consulting and advocacy services on behalf of the City. While all services for which the City needs cannot be anticipated at this time, the parties anticipate that the services listed in Exhibit A (see attached) and other services not listed will be included.

3. **Non-Exclusive.** This Agreement is for the non-exclusive use of the Firm's services. Nothing contained herein shall prevent either party from contracting for similar services with other parties on a non-exclusive basis, subject to the Conflict of Interest provision herein.

4. **Payment.** The City shall pay Firm the amount of FORTY TWO THOUSAND DOLLARS ($42,000.00) for all its services and costs incurred under this Agreement. There shall be no additional payments for services, or for costs or expenses to the Firm other than as set out in this paragraph. Payment shall be divided into 12 equal payments on or before the 20th day of each month, or within thirty (30) days upon receipt of the Firm's invoice. The Firm shall be responsible for the payment of any and all taxes, FICA or any other charges which the Firm is required to pay, including, but not limited to, those required under federal, State, Utah County or municipal laws. The City shall not withhold any taxes from the Firm's fees as stated above, and the Firm agrees to be responsible for the same and hold the City harmless from all claims, losses and damages suffered arising from Firm's failure to pay any taxes on monies received from the City.

5. **Confidentiality.** The Firm shall maintain in strict confidence all information that Firm, its employees, agents or subcontractors obtains in the course of providing contract services, except information which the Firm is required to disclose by law, or which is of public record and which has been previously disclosed to third parties, or which the City's authorized representatives otherwise tell the Firm may be disclosed.

6. **Independent Contractor.** The Parties agree that the Firm is an independent contractor and not an employee, partner, or joint venture of the City, and that the Firm shall have no power or authority to bind the City, its representatives and agents.

Attachment: Peterson Consulting Service-American Fork City (Craig Peterson Consulting services)

7. **Indemnity.** The Firm agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any and all claims, lawsuits, losses, damages, injuries, liabilities, and costs, including but not limited to attorney's fees and costs, arising out of claims of personal and bodily injury, death, slander, defamation, or breach of trademark, patent, or copyright law, damages to personal property, however caused, which results directly or indirectly from the negligent performance or failure to perform services under this agreement rendered by the Firm, its officers, employees, agents or contractors.

8. **Parties Representatives.** For purposes of notice required or desired by the Parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission, certified mail, postage pre-paid, to the Parties at the following addresses:

   Firm: David L. Peterson, Firm's Representative, at the Firm's address set out first above;

   American Fork City: David Bunker, City's Representative, at the City's address set out first above;

   or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

9. **Assignment.** None of the services covered by this Agreement shall be subcontracted or assigned without the City's prior written approval.

10. **Follow Laws, Ordinances.** The Firm's services hereunder shall conform in all details and designs with all applicable federal, State, Utah County, and City laws, regulations and ordinance.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, representations, or agreements of the Parties, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

12. **Contract Termination.** The City shall have the right to terminate this Agreement during the contract term for a violation of its terms or otherwise for cause upon seven (7) days written notice by the City's Representative, or on 30 days written notice in the event that the City determines that for policy or budget reasons such a change is in the City's best interest.

13. **Severability, Waiver.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waivers by either Party of any provision term, condition, or covenant shall not be construed by the other Party as a waiver of any subsequent breach of the same by the other Party.

14. **Titles and Captions.** The titles and captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

15. **Authority.** The persons signing for and on behalf of the Parties hereto warrant and represent

Attachment: Peterson Consulting Service-American Fork City (Craig Peterson Consulting services)

that they are duly authorized and empowered to enter into this Agreement for and on behalf of the Party each purports to represent, and that by their signatures, they do bind each such Party to the terms of this Agreement.

16. **Status Verification.** To the extent required by law the Firm shall comply with the requirements of the Status Verification System.

17. **Conflicts of Interest.** The Firm shall, within 15 days of the execution of this Agreement, provide the City Representative a list of Firm's clients. Thereafter, Firm shall promptly identify and clear all potential clients regarding city conflicts with the City Representative. Should a conflict of interest arise from such representation which the City finds unacceptable, the City may either terminate this Agreement or request the Firm not contract with the potential client. This provision is not intended to absolve Firm of conflict of interest obligations otherwise provided under law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the first date set above.

AMERICAN FORK CITY

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Terilyn Lurker, City Recorder

PETERSON CONSULTING GROUP OF UTAH, LLP

_____

Craig A. Peterson, President

Attachment: Peterson Consulting Service-American Fork City (Craig Peterson Consulting services)

American Fork City

Consulting Services Agreement

EXHIBIT A

a. Advocacy: The Consulting Firm will advocate for and promote the passage of AMERICAN FORK CITY priority legislation and the defeat or desired amendment(s) of legislation opposed by AMERICAN FORK CITY. All other activities listed in this document are in furtherance of this primary goal.

b. City Council Meetings: The Consulting Firm will have, at the request of the City's representative, a member of the firm present at all scheduled AMERICAN FORK CITY council meetings where priority legislation is to be discussed.

c. Coordinating Meetings: Upon a timely request and in coordination with the city's representative, the Consulting Firm will facilitate and prepare appropriate materials for coordination meetings with Legislators, Agency and Authority staff, and other key policymaking staff.

d. Bill Tracking: The Consulting Firm shall, in coordination with the AMERICAN FORK CITY representative, track all AMERICAN FORK CITY priority legislation and communicate all relevant activity to the AMERICAN FORK CITY Board and Executive Director.

e. Drafting Assistance: The Consulting Firm shall assist AMERICAN FORK CITY staff in drafting and refining newly proposed legislation and amendments to existing bills and laws.

f. Additional Guidance: The Consulting Firm shall provide other forms of assistance not specifically listed above, reasonably related to the furtherance of AMERICAN FORK CITY policy objectives to include, but not limited to;

i. Rendering professional strategic assistance and coordination on behalf of AMERICAN FORK CITY projects involving Utah County, municipalities, and State agencies.

ii. Provide strategic assistance to and coordination with the City during the Interim and General Sessions of the 2021 Utah Stale Legislature as directed by the Mayor.

iii. Provide other strategic assistance and coordination as directed by the Mayor for intergovernmental or public/private projects.

iv. Assist the city specifically regarding Utah Code 17C Limited Purpose Local Government Entities – Community Reinvestment Agency Act (CRA).

g. Written Reports: The Consulting Firm will provide written summaries of legislative activities or services provided each 60 day period. These summaries will address AMERICAN FORK CITY priority legislation and the steps taken to further these priorities.

Attachment: Peterson Consulting Service -Exhibit A (Craig Peterson Consulting services)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 24, 2020

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

AGENDA ITEM Review and action on an ordinance providing for the distribution of fiscal year 2020/2021 PARC Tax revenues.

SUMMARY RECOMMENDATION
Staff recommends approval.

BACKGROUND
The disbursement of this $20,000 of PARC Tax funds was discussed at the November 17, 2020 work session. The $20,000 will give Alpine Community Theater (ACT) the funds needed to pay for reservation fees for facilities.

BUDGET IMPACT
PARC tax funds in the amount of $20,000.

SUGGESTED MOTION
Imove to approve the ordinance providing for the distribution of funds from the fiscal year 2020/2021 PARC tax revenues to Alpine Community Theater.

SUPPORTING DOCUMENTS

11-24-2020 PARC Tax Allocation - ACT (DOCX)
PARC Tax Sample Agreement (PDF)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DISTRIBUTION OF FISCAL YEAR 2020/2021 PARC TAX REVENUES

WHEREAS, on December 9, 2014 American Fork City Council approved Ordinance No. 2014-12-46, the Parks, Arts, Recreation and Culture Sales and Use Tax (PARC Tax);

WHEREAS, the PARC Tax became effective April 1, 2015;

WHEREAS, the City Council recognizes that parks, arts, recreation and culture enrich the quality of life in a community;

WHEREAS, the City Council desires to encourage and support the advancement or recreational and cultural facilities and cultural arts organization in American Fork; and

WHEREAS, the purpose of this ordinance is to provide for the distribution of the Fiscal Year 2020/2021 PARC Tax revenues.

NOW THEREFORE, be it ordained by the American Fork City Council as follows:

1. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2020/2021 PARC Tax revenues to the Alpine Community Theater in the amount of $20,000.00 for reservation fees for facilities.

2. No PARC Tax revenues shall be distributed to an entity for operation expenses until the entity has signed a contract with the City meeting the requirements of Resolution No. 2015-04-09R and Resolution No. 2017-01-06R, A Resolution creating the Parks, Arts, Recreation and Culture Tax Advisory Board.

3. PARC Tax revenues in future fiscal years will also be awarded after a competitive application process based on merit and availability of funds. Receipt of PARC Tax funding in this round of applications does not guarantee PARC Tax funding in future years.

4. The City Administrator is hereby authorized to sign any documents required to proceed with the distribution of PARC Tax revenues as set forth in this ordinance.

5. All acts, orders, resolutions, ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.

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

Passed by the American Fork City Council on this 24 day of November 2020.

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: 11-24-2020 PARC Tax Allocation - ACT (PARC Tax Distribution - ACT)

PARC TAX RECIPIENT AGREEMENT
Cultural Organization

This Agreement is executed this _____ day of _____, 2018, by and between the City of American Fork, 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, (the "City"), and _____ a Utah corporation, with its principal offices located at _____, American Fork, Utah 84003 (the "Recipient").

RECITALS

WHEREAS, Section 59-12-1401(et.seq.) of the Utah Code allows cities to impose a 0.1% sales tax to finance (1) the ongoing operational expenses of specified types of cultural arts organizations, and (2) specified types of publicly owned recreational and cultural facilities; and

WHEREAS, in November, 2014, American Fork City voters voted in favor of imposing the 0.1% sales tax to support cultural arts and recreation in American Fork (the "Parks, Arts, Recreation Culture Tax" or "PARC Tax"); and

WHEREAS, on December 9, 2014, the American Fork City Council enacted the PARC Tax by ordinance, for a term of eight years; and

WHEREAS, the American Fork City Council adopted policies and procedures governing the distribution of PARC Tax revenues, including eligibility requirements, application procedures and award procedures; and

WHEREAS, the Recipient applied for PARC Tax revenues from the City and went through a thorough application review process by the City; and

WHEREAS, on _____ ____, 2018, the American Fork City Council enacted an ordinance authorizing the distribution of Fiscal Year 2017/2018 ("FY 17/18") PARC Tax revenues to various entities, contingent on the entities entering into a contract with the City governing the distribution and use of the PARC Tax revenues; and

WHEREAS, the American Fork City Council authorized the distribution of some of the FY 17/18 PARC Tax revenues to Recipient; and

WHEREAS, the purpose of this Agreement is to establish the terms for Recipient's receipt and use of FY 17/18 PARC Tax revenues.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Recipient mutually agree as follows:

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

1. **Term.** The term of this Agreement shall extend through June 30, 2019 (the "Term"). Either party may enforce its rights under this Agreement after the expiration of the Term and/or after termination of the Agreement.

2. **PARC Tax Revenues.** The City agrees to pay Recipient $_____ of the FY 17/18 PARC Tax revenues (the "Funds").

   2.1. **Payment Time.** The City shall pay the Funds to Recipient within fifteen (15) days of the date that both parties sign this Agreement.

   2.2. **Interest on Funds.** Recipient agrees that any interest or dividends earned on the Funds will be treated as part of Recipient's grant, and will be used in the same manner that Funds may be used pursuant to this Agreement.

   2.3. **No Transfer or Assignment.** Recipient acknowledges that it shall not transfer or assign the Funds to another entity, but shall use them for the purposes set forth in this Agreement.

   2.4. **Future Years.** Recipient acknowledges that future years' PARC Tax revenues will be awarded based on merit and availability of funds. Receipt of PARC Tax Funds for FY 17/18 does not guarantee PARC Tax funding for Recipient in future years.

   2.5. **Compliance with Agreement.** Recipient agrees to comply with all requirements of this Agreement.

3. **Use of PARC Tax Revenues.** Recipient acknowledges that the use of PARC Tax revenues is regulated by State law, City ordinance, and the City's policies and procedures. Recipient agrees to the following regarding Recipient's status and the use of the Funds:

   3.1. **Recipient Status.** Recipient makes the following certifications regarding its status and agrees to maintain such status for the entire Term.

      3.1.1. **Status as Cultural Organization.** Recipient certifies that it is a private nonprofit organization having as its primary purpose the advancement and preservation of (i) natural history, (ii) art, (iii) music, (iv) theater, (v) dance, or (vi) cultural arts, including literature, a motion picture, or storytelling, and that it will maintain such status for the entire Term. Recipient certifies that it is *not* (a) an agency of the state, (b) a political subdivision of the state, (c) an educational institution whose annual revenues are derived more than 50% from state funds, or (d) a radio or television broadcasting network or station, cable communications system, newspaper or magazine.

      3.1.2. **Status as an American Fork Entity.** Recipient certifies that it has a significant presence in the City of American Fork, that it manages and presents in the City of American Fork, and that it will maintain such status for the entire Term.

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

3.1.3. **Status as Non-profit.** Recipient certifies that it is a private non-profit entity, and that it will retain such status for the entire Term. For purposes of this Agreement, "non-profit" shall mean an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers.

3.2. **Use of Funds.** Recipient agrees to the following regarding its use of the Funds:

3.2.1. **Allowed Use of Funds.** Recipient agrees to use the Funds for the specific purposes, programs and activities set forth on Exhibit "A", which is attached hereto and incorporated herein by reference. No other uses of the Funds are allowed, unless the Recipient receives prior written approval from the City. Recipient shall use the Funds during the Term.

3.2.2. **General Legal Requirements for Use of Funds.** Recipient acknowledges that State law, City ordinance, and City policies govern the use of PARC Tax revenues. Without expanding Recipient's allowed uses of the Funds set forth in Section 3.2.1, Recipient agrees that it will comply with the following general requirements regarding the use of the Funds:

3.2.2.1. **Qualifying Expenditures.** Recipient agrees that the Funds will be used to help defray Recipient's operating expenses during the Term.

3.2.2.2. **Non-qualifying Expenditures.** Recipient agrees that none of the Funds shall be used for any of the following purposes:

3.2.2.2.1. **Capital Construction Costs.** Capital construction expenses, including capital acquisition, improvements to real property or depreciation of real property;

3.2.2.2.2. **Endowment.** Payments into an endowment corpus;

3.2.2.2.3. **Non-American Fork.** Expenditures for programs conducted outside of the City of American Fork;

3.2.2.2.4. **Non-Public.** Activities not available to the general public;

3.2.2.2.5. **Fundraising.** Fundraising expenses related to capital or endowment campaigns;

3.2.2.2.6. **Loan Payments.** Repayments of loans and/or interest thereon;

3.2.2.2.7. **Lobbying.** Expenditures for direct political lobbying on any level;

3.2.2.2.8. **Grants.** Grants, meaning the distribution of funds to outside groups, institutions, organizations or other units;

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

3.2.2.2.9. **Bad Debt.** Bad debt expense;

3.2.2.2.10 **Tax Penalties.** Any type of tax penalty;

3.2.2.2.11 **Unrelated Business Income Tax.** Any activities that would be subject to the federal unrelated business income tax;

3.2.2.2.12 **Other Expenses.** Other expenses not related to Recipient's primary cultural purpose and any expenses not listed on Exhibit "A" unless approved by the City in writing.

3.2.3. **Ethics Act.** Recipient agrees that no Funds or proceeds from the Funds shall be made available to any employee, elected official or appointed officer of the City, and that the Funds will not be used in violation of the Municipal Officers' and Employees' Ethics Act (U.C.A. §10-3-1301, et. seq.).

4. **Credit to PARC Program.** To help American Fork residents recognize how PARC Tax revenues are being spent, Recipient agrees to provide credit to the PARC Program as follows:

4.1. **PARC Logo.** Recipient shall use its best efforts to utilize the PARC logo in a size and manner that is easily identified on all brochures, Playbills, or other public relations materials.

4.2. **Size of PARC Logo.** Recipient will use its best efforts to utilize the PARC logo in a size and manner that is easily identified. The PARC logo should not be smaller than 1" x 1.25" in size.

4.3. **Copy of Programs to City.** The Recipient shall provide the City with a copy of all programs and other printed materials in which the Recipient acknowledges the use of PARC Tax funding. Recipient shall provide the programs and other printed materials to the City with the written reports described in Section 5.1.

4.4. **Copy of Press Releases to City.** The Recipient shall provide the City with a copy of all press releases and other public relations materials in which Recipient acknowledges the use of PARC Tax funding. Recipient shall provide the press releases and other public relations materials to the City with the written reports described in Section 5.1.

5. **Reporting/Audit Requirements.**

5.1. **Written Reports.** Recipient shall report to City Council quarterly to keep it apprised of how the funds are being spent and the progress of each project/program utilizing PARC funds. Additionally, Recipient shall submit to the City a written report (the "Written Report") detailing how it has expended or, if all monies have not been spent prior to March 31, 2018, how it intends to expend the Funds during the Term. The Recipient shall submit the Written Report on or before March 31, 2019. Recipient

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

agrees to completely and accurately provide all information requested by the applicable report form.

5.2. **Effect on Future Funding.** Recipient acknowledges that future PARC funding may be withheld from Recipient due to inadequate, incomplete, or non-submitted reports.

5.3. **Presentation to City Council.** If requested by the City Council, Recipient agrees to make a presentation to the City Council regarding how Recipient used the Funds and how American Fork residents benefitted from Recipient's use of the Funds.

5.4. **Records.** The Recipient agrees to keep and maintain detailed and accurate records of its use of all Funds that it receives pursuant to this Agreement and its compliance with the requirements of this Agreement. Recipient further agrees to retain such records and to make them available for review by the City or the City's representatives as the City may request. Recipient shall provide the City with copies of any records regarding Recipient's use of the Funds and Recipient's compliance with this Agreement, if requested by the City. Recipient shall maintain all records related to its use of the Funds and its compliance with this Agreement for at least five (5) years from the end of the Term. To the extent that any of the records become records of the City, Recipient acknowledges that the records will be subject to the requirements of the Utah Government Records Access and Management Act (GRAMA). If the records reveal that Recipient is in violation of this Agreement, the City may make such use and disclosure of the records as necessary to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

5.5. **Record Inspections/Audits.** The City reserves the right to inspect the Recipient's financial records and/or audit Recipient's use of the Funds to ensure that Recipient has used the Funds as required by this Agreement and applicable law. Recipient agrees to cooperate with the City and the City's representatives in the performance of the inspection and/or audit.

6. **Termination of Agreement.** Either party may terminate this Agreement based on the other party's failure to perform the terms of the Agreement. (Recipient may terminate for non-payment by the City and the City may terminate for Recipient's failure to comply with any of the requirements of this Agreement.) Termination shall occur as follows:

6.1. **Written Notice.** The terminating party shall give the other party written notice of its intent to terminate and of the grounds for the termination (the "Notice of Default"). The terminating party shall deliver the Notice of Default by United States mail, postage prepaid and registered or certified with return receipt requested, or by delivery by a nationally recognized over-night delivery service.

6.2. **Cure.** Following receipt of the Notice of Default, the noticed party shall have thirty (30) days to cure the default described in the Notice of Default. If the noticed party cures the default to the satisfaction of the terminating party, then the parties shall continue performing under this Agreement.

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

6.3. **Termination.** If the noticed party fails to cure the default as described in paragraph 6.2, then the terminating party may, without prejudice to any other rights or remedies of that party, terminate this Agreement.

6.4. **Unspent Funds.** If the City terminates this Agreement based on Recipient's failure to comply with any of the terms of the Agreement, Recipient shall immediately deliver to the City any unused or unspent Funds, including interest or dividends earned on the Funds. Recipient shall also, if applicable, return expended funds to the City pursuant to Section 7 of this Agreement.

7. **Return of Funds.** Recipient shall return to the City (1) the dollar amount of any Funds not used as required by this Agreement, (2) the dollar amount of any Funds used contrary to the requirements of this Agreement, and (3) the dollar amount of any Funds expended after Recipient failed to meet any of the Recipient Status requirements listed in Section 3 of this Agreement. If Recipient is required to return Funds to the City, the Recipient shall also return to the City any interest or dividends earned on the Funds. The City may request a return of Funds at any time, including after expiration of the Term or termination of the Agreement. The City's right to a return of Funds is in addition to other rights and remedies that may be available to the City under law, equity, or this Agreement.

8. **Indemnification**. The Recipient shall indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), arising out of or resulting from the Recipient's acts or failures to act in performing this Agreement. The Recipient shall not be liable for the City's own negligent acts.

9. **General Provisions**.

9.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

9.2. **Entire Agreement.** This Agreement represents the entire agreement of the parties and supersedes and replaces all prior understandings and agreements of the parties, whether written or oral, related to the use of City funds or PARC tax revenues to support Recipient's operations or activities.

9.3. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

9.4. **Time of Essence.** Time shall be of the essence of this Agreement.

9.5. **Attorney's Fees.** If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to enforce or defend its rights under this Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

9.6. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9.7. **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

9.8. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

9.9. **No Assignment.** No party shall pledge or assign this Agreement without the prior written consent of the other party.

9.10. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

9.11. **Separate Entities.** The parties acknowledge that the City and Recipient are independent entities. Recipient does not represent the City or have authority to act on behalf of the City. Neither party shall hold itself out as a representative or agent of the other.

SAMPLE

SIGNED and ENTERED INTO this _____ day of _____, 2018.

CITY OF AMERICAN FORK

_____
By: David Bunker, City Administrator

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)

RECIPIENT

_____
By:
Its:

STATE OF UTAH)
:ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____.

_____
NOTARY PUBLIC

(Seal)
My commission expires:_____
Residing at:_____

SAMPLE

Attachment: PARC Tax Sample Agreement (PARC Tax Distribution - ACT)