

AMERICAN FORK CITY COUNCIL
APRIL 13, 2021
PUBLIC HEARING, REGULAR SESSION AGENDA

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 has been in a declared state of emergency due to COVID-19 since March 6, 2020, 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 non-symptomatic.
- As reported by the Utah Department of Health, reported COVID-19 cases in Utah County continue to rise at a rate higher than reported rates for the state.
- 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 State Phased guidelines. 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.

While the written determination remains in effect, 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, April 13, 2021, electronically, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

-Receiving public comment on the declaration of real property located at approximately 90 N. Church Street to be surplus and disposed of.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Taylor; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

(*Common Consent* is that class of Council action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda.)

1. Approval of the March 16, 2021 work session minutes.
2. Approval of the March 23, 2021 city council minutes.
3. Approval of authorization to issue a Notice of Acceptance for the 1100 WEST PHASE 1 ROAD PROJECT construction of public improvements located at 1100 West 200 South.
4. Approval of the authorization to release the Improvements Durability Retainer of \$1,327.80 for JCW's, located at 580 East State.
5. Approval of the authorization to release the Improvements Durability Retainer of \$17,843.62 for OSMOND RETAIL PLAZA, located at 521 South 500 East.
6. Approval of the authorization to release the Improvements Durability Retainer of \$45,261.85 for WASATCH-SAVAGE SUBDIVISION PHASE 1B, located at 517 South 600 East.
7. Ratification of city payments (March 17, 2021 to April 6, 2021) and approval of purchase requests over \$25,000.

ACTION ITEMS

1. Review and action of an Amended Reimbursement Agreement for 1100 South with GB AF Industrial Investment LLC.
2. Review and action on approval of a Beer License for Bandera Barbecue located at 496 North 990 West.
3. Review and action on the Water Banking Agreement for Water Shares with Layne Downs for 7.75 acre-feet of water.
4. Review and action on an ordinance approving the re-allocation of fiscal year 2019/2020 PARC Tax Funds to Wasatch Music Alliance.
5. Review and action on an assignment of interests in easements and personal property on Cedar Hills property.
6. Review and action on 200 South Easement Agreement, Easement, and License Agreement for the 200 South Waterline Project.
7. Review and action on revised template for the Master Services Agreement for On-call Engineering Services.

8. Review and action on a resolution declaring real property at approximately 90 N. Church Street as surplus.
9. Review and action on a representation agreement with Mountain West Commercial, LLC. for the acquisition of open space and park land.
10. Review and action on the Technical Planning Assistance Program Funds Cooperative Agreement for the American Fork Bus Transit Study.
11. Adjournment.

Dated this 8th day of April 2021.

A handwritten signature in cursive script, reading "Terilyn Lurker".

Terilyn Lurker
City Recorder

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to issue a Notice of Acceptance for the 1100 WEST PHASE 1 ROAD PROJECT construction of public improvements located at 1100 West 200 South.

SUMMARY RECOMMENDATION The City Engineer recommends that the improvements be accepted. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

BUDGET IMPACT Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the 1100 WEST PHASE 1 ROAD PROJECT public improvements located at 1100 West 200 South. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.

SUPPORTING DOCUMENTS

Notice of Completion-1100 West Phase 1 (PDF)

Notice of Acceptance Only - No Bond Release-1100 West Ph1 (PDF)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

Projects and/or subdivisions completed within the corporate limits of American Fork City

Mayor of American Fork
51 East Main
American Fork, UT 84003

Re: _____

Dear Mayor:

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Completion Assurance be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the Improvement Completion Assurance, I understand that the one (1) year Improvement Warranty period will commence wherein ten percent (10%) of the total Improvement Completion Assurance is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, MIKE DEMICE @ RED PINE CONSTRUCTION the owner, developer, and authorized representative of 1100 W PHASE 1 Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: 1100 W PHASE 1

Address: 1100 W. 200 S.

Requested Amount: \$0

Owner/Developer

4-7-21
Date

Attachment: Notice of Completion-1100 West Phase 1 (Final Acceptance - 1100 WEST PHASE 1 ROAD PROJECT)



NOTICE OF ACCEPTANCE OF IMPROVEMENTS

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the acceptance of public improvements for 1100 WEST PHASE 1 ROAD PROJECT pursuant to the terms of Section 17.9.100 and 17.9.304 of the City Development Code. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

Amount Released: \$ 0.00 _____

PASSED THIS 13 DAY OF APRIL, 2021.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Common consideration regarding authorization to release the Improvements Durability Retainer of \$1,327.80 for JCW's, located at 580 East State.

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 \$__1,327.80__ for __JCW's_____. 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

Performance Guarantee - JCW (PDF)

Durability_Release_Authorization - JCW's (PDF)

Name of Development: JCW

		Date		Date		Date		Date		Date		Date		Date		Date		
		1/14/2020																
	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
CULINARY WATER																		
	Hot tap connect 6" fire line to 10" water line and install 6" gate valve and collar	1	Each	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Asphalt patch and repair for water connections	78	SF	\$2.00	\$156.00	78	\$156.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant & Valve (Includes 6" Line to Main) w/ Fire Hydrant Collar	1	Each	\$4,200.00	\$4,200.00	1	\$4,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect 1.5" service lateral at the main, install line to meter and install 1.5" water meter	1	Each	\$2,000.00	\$2,000.00	1	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																		
	2' Highback Curb and Gutter w/ Prep and Backfill including testing and inspection	97	If	\$22.00	\$2,134.00	97	\$2,134.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	5' Sidewalk w/ Flatwork Prep & Base including testing and inspection	94	If	\$27.00	\$2,538.00	94	\$2,538.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Drive Approach	1	ea	\$750.00	\$750.00	1	\$750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
						\$13,278.00	\$13,278.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 Available for Release
						10% Durability - retained at ICG release \$1,327.80 Released 4/13/21												

ICG Amount \$14,605.80

Recording Fees	10-3470-500
Plat (Base)	\$30.00 \$ -
Plus Per Lot	\$1.00 \$ -
First Page	\$10.00 \$ -
Each Additional Page	\$2.00 \$ -
Subtotal	\$ -

Street Lights	10-4410-276
Street Lights	\$ -

Total Fees \$0.00

Total Bond & Fees \$14,605.80

Attachment: Performance Guarantee - JCW (Durability Release - JCW's)



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 JCW's 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: \$ 1,327.80

PASSED THIS 13 DAY OF APRIL , 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization - JCW's (Durability Release - JCW's)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Common Consideration regarding authorization to release the Improvements Durability Retainer of \$ 17,843.62 for OSMOND RETAIL PLAZA, located at 521 South 500 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 \$17,843.62 for OSMOND RETAIL PLAZA. 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

Osmond Retail Plaza Performance Guarantee Template (XLSX)
Durability_Release_Authorization-Osmond Retail Plaza (PDF)

Name of Development: Osmond Retail Plaza

Date		Date		Date		Date		Date		Date	
6/11/2019		4/28/2020	Final Release								

[illegible]

Balance
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

10% Durability - retained at ICG release	\$17,843.62	Released 4/13/21
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ICG Amount	\$196,279.82
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Street Lights	\$0.00
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Street Tree Bond	\$6,600.00
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Fees	\$2,300.00
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Available for Release

\$17,843.62 Durability Period



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 OSMOND RETAIL PLAZA 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: \$ 17,843.62

PASSED THIS 13 DAY OF APRIL , 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM Common Consideration regarding authorization to release the Improvements Durability Retainer of \$ 45,261.85 for WASATCH-SAVAGE SUBDIVISION PHASE 1B, located at 517 South 600 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 \$ 45,261.85 for WASATCH-SAVAGE SUBDIVISION PHASE 1B. 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-Savage Phase 1B(PDF)

Savage Property Development Phase 1B Performance Guarantee (XLSX)



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 WASATCH-SAVAGE SUBDIVISION PHASE 1B 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: \$ 45,261.85

PASSED THIS 13 DAY OF APRIL , 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: Savage Property Development

Phase 1B

						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
SWPPP																		
	Silt Fence	392	LF	\$2.50	\$980.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$980.00
	Storm Drain Inlet Protection	1	Each	\$150.00	\$150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$150.00
	Vehicle Tracking Control	1	LS	\$500.00	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$500.00
SEWER																		
	8" SDR 35 PVC Sewer Line	1373	LF	\$40.00	\$54,920.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$54,920.00
	4' Sewer Manhole Precast	7	Each	\$4,812.57	\$33,687.99		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$33,687.99
	5' Sewer Manhole Precast	1	Each	\$5,200.00	\$5,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,200.00
	Sanitary Sewer Lateral Connection	13	Each	\$900.00	\$11,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$11,700.00
	Connect to Existing Sewer Manhole	1	Each	\$4,425.00	\$4,425.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,425.00
CULINARY WATER																		
	8" DI Culinary Water	2605	LF	\$45.11	\$117,511.55		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$117,511.55
	8" Gate Valve	24	Each	\$1,785.00	\$42,840.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$42,840.00
	8" Tee w/ Thrust Block	8	Each	\$850.00	\$6,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,800.00
	8" Cross	1	LF	\$1,500.00	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,500.00
	1 1/2" Water Meter Box/Vault	13	Each	\$3,130.00	\$40,690.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,690.00
	Culinary Water Lateral Connections	13	Each	\$1,400.00	\$18,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$18,200.00
	Fire Hydrant Assembly	8	Each	\$5,000.00	\$40,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,000.00
STREETS																		
	Asphalt 3" - Standard Road	10180	SF	\$2.15	\$21,887.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$21,887.00
	Roadbase 8" Hauled, Placed & Compacted	10180	SF	\$1.00	\$10,180.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$10,180.00
	24" Curb & Gutter (4" untreated base course included)	392	LF	\$22.00	\$8,624.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,624.00
	Sidewalk 4" Thick (4"untreated base course included)	1960	SF	\$4.00	\$7,840.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,840.00
STORM DRAINAGE																		
	15" RCP Storm Drain	220	LF	\$37.65	\$8,283.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,283.00
	Curb Inlet 2' x 3' x 4'	1	Each	\$2,250.00	\$2,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,250.00
	Storm Drain Manhole	2	Each	\$4,800.00	\$9,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$9,600.00
CONSTRUCTION MANAGEMENT/MISC.																		
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$250.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,500.00
	Street Sign	4	Each	\$225.00	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$900.00
	Stop Sign	4	Each	\$300.00	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,200.00

\$452,618.54

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$452,618.54

Available for Release

10% Durability - retained at ICG release\$45,261.85 Released 4/13/21\$45,261.85 Durability Period

ICG Amount\$497,880.39

Street Lights\$0.00

Fees\$0.00



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action of an Amended Reimbursement Agreement for 1100 South with GB AF Industrial Investment LLC

SUMMARY RECOMMENDATION GB AF Industrial Investment LLC proposes a Reimbursement Agreement for system improvements along 500 East and 1100 South of the previously approved Gardner Batt Warehouse development.

BACKGROUND The City Council approved the Gardner Batt Warehouse development at the October 22, 2019 regular session meeting. Gardner Batt has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities along 1100 South and 500 East in compliance with the approved Master Plans.

A Reimbursement Agreement previously approved by City Council at the March 20, 2020 regular session meeting is being amended to include additional improvements that were required due to field conditions at the intersection of 1100 South and 500 East. The amended agreement was drafted by the developer and reviewed by the City Attorney's office and outlines the parameters for the construction cost of the roadway and storm drain improvements along 1100 South and 500 East. The amended reimbursement agreement increases the roadway improvements by \$59,220.00.

The system improvement impact fees reimbursement adds up to \$703,352.50 for roadway improvements and \$380,161 for storm drain improvements. The total cost for the system improvements adds up to \$1,024,293.50.

BUDGET IMPACT An amount no greater than \$1,083,513.50 for the upsizing of the public improvements along 1100 South and 500 East, which will be applied as roadway and storm drain impact fee reimbursements.

SUGGESTED MOTION Move to approve the Amended Reimbursement Agreement for GB AF Investment LLC.

SUPPORTING DOCUMENTS

Gardner Batt amended REIMBURSEMENT AGREEMENT (PDF)

AMENDED REIMBURSEMENT AGREEMENT

This Amended Reimbursement Agreement ("*Agreement*") is entered into as of this _____ day of _____, 2021, by and between GB AF Industrial Investment, LLC with its principal offices located at 423 West 300 South, #230, Salt Lake City, UT 84101 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 35:750:0002 which consists of approximately 36.6 acres and is further described in Exhibit A attached hereto (the "*Property*").

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

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

WHEREAS, field conditions required design modifications, an amendment to the previously approved Reimbursement Agreement with GB AF Industrial Investment, LLC was required to include additional work as a result of the field conditions with the effect that this Agreement will replace and supersede the previously approved Reimbursement Agreement;

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

AGREEMENT

- 1. Storm Sewer Line.** Developer is proposing to install storm sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe along 500 East within the development upsized from a 15 inch to a 42 inch and 60 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 2. Sidewalk/Trail.** Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have a 10 foot wide

asphalt trail constructed along the west property line. Additionally, the City seeks to have a 10 foot wide concrete sidepath constructed off-site adjacent to the development on the north side of 1100 South to connect the existing sidepath to the proposed trail. Each upsized sidewalk is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

3. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads adjacent to the Gardner Batt Warehouse constructed 10 feet wider than is necessary for the development to accommodate additional off-site uses. Additionally, the City seeks to have some offsite roadway improvements completed along 500 East and 1100 South including signal installation, asphalt widening and reconstruction, curb and gutter installation, and concrete median island installation. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional quantities, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

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

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

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

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

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

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

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

11. Severability. The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of

competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

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

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

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

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Parcel Legal Description

All of parcel 35:750:0002 situated in American Fork City, Utah County

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

Name of Development: Gardner Batt Warehouse

Date: 3/2/2021

Description of Item	Minimum Improvements			Reimbursable			
	Quantity	Unit	Unit Price	Total	Total Quantity	Reimbursable Quantity	Total
STREETS			\$443,915.14			\$703,352.50	
Sawcut and remove existing asphalt 100% reimbursable	0	SF	\$2.50	\$0.00	44,132	44,132	\$110,330.00
Sawcut and remove existing asphalt 50% reimbursable	23,104	SF	\$2.50	\$57,758.75	46,207	23,104	\$57,758.75
3" Asphalt over 14" base course 100% reimbursable	0	SF	\$4.50	\$0.00	58,869	58,869	\$264,910.50
3" Asphalt over 14" base course 50% reimbursable	20,301	SF	\$4.50	\$91,352.25	40,601	20,301	\$91,352.25
3" Asphalt over 14" base course connector's	9,451	SF	\$4.50	\$42,529.50			
3" Asphalt over 14" base course	33,496	SF	\$4.50	\$150,732.14			
Type B5 Curbing 100% Reimbursable	0	LF	\$18.50	\$0.00	258	258	\$4,773.00
24" Curb & gutter with base course 100% reimbursable	0	LF	\$17.50	\$0.00	2,006	2,006	\$35,105.00
24" Curb & gutter with base course connector's	591	LF	\$17.50	\$10,342.50			
6" Thick concrete sidewalk with 6" base course	7500	SF	\$7.00	\$52,500.00			
4' Wide waterway	320	LF	\$15.00	\$4,800.00			
Construct drive entrance	5	Each	\$5,000.00	\$25,000.00			
ADA handicap ramps	8	Each	\$800.00	\$6,400.00	10	2	\$1,600.00
Plowable End Section 100% Reimbursable	0	Each	\$2,000.00	\$0.00	1	1	\$2,000.00
5" Thick Concrete Island 100% Reimbursable	0	SF	\$6.00	\$0.00	175	175	\$1,050.00
Striping 50% Reimbursable	0.5	LS	\$5,000.00	\$2,500.00	1.0	0.5	\$2,500.00
Intersection 1100 South 500 East (East side) including striping, storm drain and fire hydrant relocation - 100% Reimbursable	0	SF	\$15.72	\$0.00	5,200	5,200	\$81,720.00
10' Wide Trail (3"HMA/8"UBC) 100% Reimbursable	0	SF	\$3.50	\$0.00	14,358	14,358	\$50,253.00
10' Wide Trail (3"HMA/8"UBC) 100% Reimbursable	0	SF	\$3.50	\$0.00		-	\$0.00
STORM DRAINAGE			\$185,374.00		Unit Price	\$380,161.00	
60" RCP - Upsized	671	LF	\$34.00	\$22,814.00	\$200.00	671	\$111,386.00
42" RCP - Offsite	543	LF	\$0.00	\$0.00	\$175.00	543	\$95,025.00
42" RCP - Upsized	382	LF	\$34.00	\$12,988.00	\$175.00	382	\$53,862.00
SD Manhole - 7' - Offsite	3	Each	\$0.00	\$0.00	\$7,500.00	3	\$22,500.00
SD Manhole - 7' - Upsize	3	Each	\$2,500.00	\$7,500.00	\$7,500.00	3	\$15,000.00
13.5"x22" Arch RCP	174	LF	\$0.00	\$0.00	\$85.00	174	\$14,790.00
18" RCP - Connector's & Upsized	581	LF	\$34.00	\$19,754.00	\$38.00	581	\$2,324.00
18" RCP - Offsite	171	LF	\$0.00	\$0.00	\$38.00	171	\$6,498.00
18" RCP - Upsized	16	LF	\$34.00	\$544.00	\$38.00	16	\$64.00
15" RCP	579	LF	\$34.00	\$19,686.00			
15" RCP - Offsite	264	LF	\$0.00	\$0.00	\$34.00	264	\$8,976.00
12" RCP	37	LF	\$30.00	\$1,110.00			
SD Combo box - Connector's	6	Each	\$800.00	\$4,800.00			
SD Combo Box - Offsite	2	Each	\$0.00	\$0.00	\$800.00	2	\$1,600.00
SD Catch basin	15	Each	\$1,800.00	\$27,000.00			
SD Catch basin - Offsite	4	Each	\$0.00	\$0.00	\$1,800.00	4	\$7,200.00
4' Clean Out Box	6	Each	\$2,500.00	\$15,000.00			
4' Clean Out Box - 50% Connector's	1	Each	\$2,500.00	\$2,500.00			
SD Manhole - 8' Upsized	5	Each	\$2,500.00	\$12,500.00	\$9,500.00	5	\$35,000.00
18" HP Irrigation Pipe - Connector's & Upsized	742	LF	\$34.00	\$25,228.00	\$42.00	742	\$5,936.00
Loop Existing water - Connector's	7	Each	\$1,100.00	\$7,700.00			
Screw Gate - Connector's	1	Each	\$2,200.00	\$2,200.00			
4' Irrigation Box - Connector's	3	Each	\$450.00	\$1,350.00			
TV Inspection (0.5%)	1	LS	\$900.00	\$900.00			
Air Testing (1%)	1	LS	\$1,800.00	\$1,800.00			

Minimum Improvements: \$899,313.14

Reimbursable \$1,083,513.50

Attachment: Gardner Batt amended REIMBURSEMENT AGREEMENT (Amended Reimbursement



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a Class B Beer License for Bandera Barbeque located at 496 North 990 West.

SUMMARY RECOMMENDATION

Staff recommends approval.

BACKGROUND

Bandera Barbeque is applying for a Class B beer license..

BUDGET IMPACT

\$300 application fee.

SUGGESTED MOTION

I move to approve a Class B beer license for Bandera Barbeque located at 496 North 990 West.

SUPPORTING DOCUMENTS

Bandera Barbecue - Beer license (PDF)

American Fork

Printed: 03/25/2021

Bandera Barbacue

03/24/2021 - 12/30/2021

2728581

**Beer/Alcoholic Beverage Business License
Application**

76b2c350-8d02-11eb-9733-e1e36f846d98

General

Active

New

Application Review Status

Final-Review

Not Reviewed

03/24/2021

Fees

New Beer/Alcoholic Beverage Application Fee	\$300.00
Total Fees	\$300.00
Amount Paid	\$0.00

Payments

There are no payments

Application Form Data

(Empty fields are not included)

Applicant First Name

Amy

Applicant Last Name

Stone

Phone Number

Email Address

manager@5starbbqcompany.com

Date of Birth

Age

Are you a US Citizen?

Yes

Social Security #



Reveal

Home Address (Street)

City

State

UT

Attachment: Bandera Barbacue - Beer license (Bandera Barbacue Beer License)

Zip

Name of Business to be Licensed

Bandera Barbacue

DBA

Bandera Brisket

Business Address

496 N 990 W

City

American Fork

State

UT

Zip

84003

Business Phone

(385) 498-3813

Type of American Fork City License

Class B Beer

Type of DABC License Applying for

Restaurant (Beer Only)

Please upload a copy of County Health Permit

☐ Bandera Health Permit.pdf

Upload Local Consent Form

☐ scan0020.pdf

Signature

I hereby certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act, and that all the information I have provided in this application is true. I hereby certify that I have never been convicted of a felony, or any misdemeanor involving moral turpitude, or of any violation of any law or ordinance relating to alcoholic beverages, including DUI offenses. I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 5.08 of the American Fork City Code. I further agree to post any bonds required by the City pursuant to the terms of Chapter 5.08 of the City Code. No business license shall be transferred from one person to another, nor from one location to another.

Amy Stone - 03/24/2021 6:38 pm

Attachment: Bandera Barbacue - Beer license (Bandera Barbeque Beer License)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action on the Water Banking Agreement for Water Shares with Layne Downs for 7.75 acre-feet of water.

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 7.75 acre-feet of water 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 approve the Water Banking Agreement for Water Shares with Layne Downs for 7.75 acre-feet of water.

SUPPORTING DOCUMENTS

Layne Downs - Water Banking Agreement for Water Shares 2021.04.13 (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares (“**Agreement**”) is entered into as of the 13 day of April 2021 (“**Effective Date**”), by and between LAYNE DOWNS (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Certificate No. 9730 (“**Water Share**”) representing 9.5 shares in American Fork Irrigation Company has been conveyed and assigned by Owner to the City; and

WHEREAS Certificate No. C483 (“**Water Share**”) representing 11 shares in Provo Reservoir Water Users Company has been conveyed and assigned by Owner to the City; and

WHEREAS Owner is transferring the Water Share 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 Share 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 Share. Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share 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 Share.

2. Water Credits. In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 7.75 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. 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.

4. 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.

5. 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.

6. City's Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner's rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. 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.

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

9. 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.

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

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

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

AMERICAN FORK CITY

Attest: _____
Terilyn Lurker, City Recorder

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

NOTARY PUBLIC

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

NOTARY PUBLIC

EXHIBIT A**ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between Layne Downs ("Assignor"), whose mailing address is 211 South 500 West, Lehi, Utah 84043, 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 for Water Shares between American Fork City and Layne Downs, dated April 13, 2021.

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____.

Layne Downs

State of _____)
:ss
County of _____)

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

Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the re-allocation of fiscal year 2019/2020 PARC Tax revenues to Wasatch Music Alliance.

SUMMARY RECOMMENDATION

Staff recommends approval.

BACKGROUND

The disbursement of this \$35,555.83 of PARC Tax funds is a re-allocation of the fiscal year 2019/2020 PARC Tax revenues. In May 2020, the city allocated funds to Timpanogos Arts Foundation with a portion for the Wasatch Winds and Wasatch Show Band. The Wasatch Winds and Wasatch Show Band have split from TAF and have formed Wasatch Music Alliance. TAF has returned the unused funds that were allocated for those two organizations. This approval would be to re-allocate those funds to Wasatch Music Alliance.

BUDGET IMPACT

PARC tax funds in the amount of \$35,555.83.

SUGGESTED MOTION

I move to approve the ordinance providing for the re-allocation of funds from the fiscal year 2019/2020 PARC tax revenues to Wasatch Music Alliance.

SUPPORTING DOCUMENTS

Wasatch Music Alliance - Ordinance (DOCX)
Wasatch Music Alliance Agreement (PDF)

ORDINANCE NO. _____**AN ORDINANCE PROVIDING FOR THE RE-ALLOCATION OF FISCAL YEAR 2019/2020
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, in May of 2020 the City Council authorized distribution of Fiscal Year 2019/2020 ("FY 19/20") to Timpanogos Arts Foundation, a portion of which was for the Wasatch Winds and Wasatch Show Band;

WHEREAS, the Wasatch Winds and Wasatch Show Band recently separated from Timpanogos Arts Foundation, forming Wasatch Music Alliance;

WHEREAS, Timpanogos Arts Foundation returned the unused funds allocated for the purpose of Wasatch Winds and Wasatch Show Band, as they are no longer part of the Timpanogos Arts Foundation;

WHEREAS, the City desires to re-allocate the funds returned by Timpanogos Arts Foundation to Wasatch Music Alliance to assist with general operating expenses;

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

1. The American Fork City Council hereby authorizes the re-allocation of Fiscal Year 2019/2020 PARC Tax revenues to Wasatch Music Alliance in the amount of **\$35,555.83** for general operating expenses.
2. No PARC Tax revenues shall be distributed 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.
3. Receipt of this PARC Tax funding does not guarantee PARC Tax funding in future years.
5. 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.
6. 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 13th day of April, 2021.

MAYOR

BRADLEY J. FROST
Mayor of American Fork

ATTEST:

TERILYN LURKER
City Recorder

PARC TAX RECIPIENT AGREEMENT Wasatch Music Alliance

This Agreement is executed this _____ day of April, 2021, 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 Wasatch Music Alliance, a Utah corporation, with its principal offices located at 140 North 800 East, 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, in May of 2020 the City Council authorized distribution of Fiscal Year 2019/2020 (“FY 19/20”) to Timpanogos Arts Foundation, a portion of which was for the Wasatch Winds and Wasatch Show Band;

WHEREAS, the Wasatch Winds and Wasatch Show Band recently separated from Timpanogos Arts Foundation, forming Recipient organization;

WHEREAS, Timpanogos Arts Foundation returned the unused funds allocated for the purpose of Wasatch Winds and Wasatch Show Band, as they are no longer part of the Timpanogos Arts Foundation;

WHEREAS, on April 13, 2021, the American Fork City Council enacted an ordinance authorizing the reallocation of the Fiscal Year 2019/2020 (“FY 19/20”) returned by Timpanogos Arts Foundation to Recipient;

WHEREAS, the purpose of this Agreement is to establish the terms for Recipient’s receipt and use of the reallocated FY 19/20 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:

1. **Term.** The term of this Agreement shall extend through June 30, 2021 (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 to Recipient \$35,555.83 of the FY 19/20 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 19/20 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.

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 in 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;

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. Minimum requirements are 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 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

June 1, 2021, how it intends to expend the Funds during the Term. The Recipient shall submit the Written Report on or before June 15, 2021. Further, Recipient agrees to appear and provide supplemental reporting to City Council, including financial documents, at any time upon request of City Council.

- 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.

- 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.

- 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.

SIGNED and ENTERED INTO this _____ day of _____, 2021.

CITY OF AMERICAN FORK

By: David Bunker, City Administrator

ATTEST:

Terilyn Lurker, City Recorder

WASATCH MUSIC ALLIANCE

 By:
 Its:

STATE OF UTAH)
 :SS
 COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____,
 2021, by _____.

 NOTARY PUBLIC

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

Attachment: Wasatch Music Alliance Agreement (PARC Tax Distribution - Wasatch Music Alliance)

EXHIBIT A

Wasatch Music Alliance

PURPOSE	FUNDING
General Operating Expenses	\$35,555.83



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action on an assignment of interests in easements and personal property on Cedar Hills property.

SUMMARY RECOMMENDATION Staff recommends approval of the assignment of interests in easements and personal property on Cedar Hills property.

BACKGROUND Construction of the new spring line is complete, and the easement agreement for the new alignment has been approved by Cedar Hills. This item is to abandon any claim from American Fork on the former spring line easement location and also assign the interests to Cedar Hills for their use in whatever way the deem fit.

BUDGET IMPACT This action has no budget impact.

SUGGESTED MOTION Mr. Mayor, I move to approve the assignment of interests in easements and personal property on Cedar Hills property as presented and authorize the City to execute the associated documents.

SUPPORTING DOCUMENTS

AF Vacation of Easement (DOCX)

Waterline Relocation Documents - CH Golf Course (PDF)

Exhibit for Water Line Relocation (PDF)

CH to AF City Culinary Waterline Easement_Recorded Document (PDF)

WHEN RECORDED, MAIL TO:

City of Cedar Hills
3925 W. Cedar Hills Drive
Cedar Hills, UT 84062

WITH A COPY TO:

American Fork City
51 E. Main Street
American Fork, UT 84003

RELEASE OF CULINARY WATER EASEMENT

This Release of Culinary Water Easement is made and executed this ____ day of _____, 2020 by American Fork City ("City"), who currently holds the easement interest in a culinary water line.

Whereas the water line associated with said irrigation Easement is being replaced, the City desires to release said easement and any rights associated therewith by the recordation of this document. Easements for the replacement pipe will be obtained separately.

NOW THEREFORE, said CITY does hereby unconditionally and irrevocably RELEASE the above mentioned Culinary Water Easement whether obtained by historical use, prescriptive rights or deed easement, including all rights, title, interest, duties, obligations, if any, and any incidentals associated therewith.

Said Culinary Water Easement affects and burdens property owned by "CEDAR HILLS CITY" and is more particularly described as follows:

Parcel 1, 2, 3, & 4:

LOTS 108, 109, 110, AND 119, PLAT "B" THE CEDARS AT CEDAR HILLS SUBDIVISION ON RECORD AT THE UTAH COUNTY RECORDER'S OFFICE

Parcel 5 (11:055:0312):

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: THENCE SOUTH A DISTANCE OF 2.53 FEET & WEST 1770.47 FEET TO THE REAL POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00'00" EAST A DISTANCE OF 68.1 FEET; NORTH 90 DEGREES 00'00" WEST 128.52 FEET; THENCE NORTH 00 DEGREES 00'00" EAST A DISTANCE OF 33.97 FEET; THENCE NORTH 59 DEGREES 33'05" EAST A DISTANCE OF 126.75 FEET; THENCE NORTH 39 DEGREES 22'43" EAST A DISTANCE OF 147.92 FEET; THENCE NORTH 57 DEGREES 25'26" EAST A DISTANCE OF 233.06 FEET; THENCE NORTH 63 DEGREES 21'28" EAST A DISTANCE OF 113.6 FEET; THENCE SOUTH 89 DEGREES 59'30" EAST A DISTANCE OF 78.67 FEET; THENCE NORTH 00 DEGREES 00'00" EAST A DISTANCE OF 333.33 FEET; THENCE NORTH 53 DEGREES 04'39" EAST A DISTANCE OF 134.94 FEET; THENCE NORTH 86 DEGREES 14'43" EAST A DISTANCE OF 373.93 FEET; THENCE SOUTH 00 DEGREES 17'19" WEST A DISTANCE OF 466.67 FEET; THENCE SOUTH 63 DEGREES 22'49" WEST A DISTANCE OF 179.17 FEET; THENCE SOUTH 44 DEGREES 30'7" WEST A DISTANCE OF 259.68 FEET; THENCE SOUTH 73 DEGREES 17'19" WEST A DISTANCE OF 569.72 FEET; THENCE NORTH 89 DEGREES 57'18" WEST A DISTANCE OF 42.00 FEET TO THE REAL POINT OF BEGINNING.

Parcel 6 (11:055:0337):

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH A DISTANCE OF 110.88 FEET & WEST 1319.00 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 49'45" WEST A DISTANCE OF 328.99 FEET; THENCE SOUTH 89 DEGREES 54'35" WEST A DISTANCE OF 101.19 FEET; THENCE NORTH 73 DEGREES 17'19" EAST A DISTANCE OF 428.08 FEET; THENCE SOUTH A DISTANCE OF 9.49 FEET TO THE REAL POINT OF BEGINNING.

Parcel 7 (11:055:0338):

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH A DISTANCE OF 372.97 FEET & WEST 840.48 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 46'7" WEST A DISTANCE OF 207.36 FEET; THENCE SOUTH 63 DEGREES 57'13" WEST A DISTANCE OF 197.1 FEET; THENCE SOUTH 69 DEGREES 49'45" WEST A DISTANCE OF 145.22 FEET; THENCE NORTH A DISTANCE OF 9.49 FEET; THENCE NORTH 73 DEGREES 17'19" EAST A DISTANCE OF 142.17 FEET; THENCE NORTH 44 DEGREES 30'7" EAST A DISTANCE OF 259.68 FEET; THENCE NORTH 63 DEGREES 22'49" EAST A DISTANCE OF 179.32 FEET; THENCE SOUTH 53.85 FEET TO THE REAL POINT OF BEGINNING.

IN WITNESS WHEREOF said American Fork City has caused this Released Culinary Water Easement to be executed this day and year first written above.

by: Brad Frost, Mayor

STATE OF UTAH)
) SS.
COUNTY OF UTAH)

On this ____ day of _____, 2020, before me _____ a notary public of Utah, personally appeared before me Brad Frost, did say that such person is the Mayor of American Fork City, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By-Laws or by a resolution of its board of directors and that the said _____ acknowledged to me that the said corporation executed the same.

Witness my hand and official seal.

Notary Public

H. Craig Hall
Direct: (801) 438-2056
chall@btjd.com

March 17, 2021

Via Regular Mail and Email

American Fork
Attn: David Bunker, City Administrator
51 E. Main St.
American Fork, UT 84003

Re: Assignment of Interests in Easements and Personal Property on Cedar Hills Property

Dear Mr. Bunker:

Our office represents the City of Cedar Hills. As you know, American Fork recently entered into Interlocal Agreement with Cedar Hills, Highland City, and Pleasant Grove City regarding the Mill Ditch Pipeline Enclosure Project (the "**Mill Ditch Agreement**"). Under the Mill Ditch Agreement, Cedar Hills agreed to convey an easement to the parties for the construction, operation, and maintenance of a culinary water transmission line. In exchange, American Fork agreed to release, vacate and abandon all rights to and interest in any previously existing easement, whether prescriptive or expressed, related to the Mill Ditch or the Mill Ditch Agreement. American Fork has also expressed its willingness to assign to Cedar Hills its interest in personal property laid on the now abandon easement.

In an effort to effectuate American Fork's vacation and abandonment of its interests, and to formally grant Cedar Hills its interest in personal property thereto, we have attached the forgoing Assignment, with corresponding Quitclaim Deed and Bill of Sale. Please review these and let us know if you have any comments or additions. Once we have your approval and signatures, we anticipate recording these with the Utah County Recorder's Office.

As always, do not hesitate to contact me with any questions or concerns you may have.

Regards,

BENNETT TUELLER JOHNSON & DEERE, LLC



H. Craig Hall

3165 East Millrock Drive
Suite 500
Salt Lake City, Utah
84121-4704

t (801) 438-2000

When recorded, return to:

City of Cedar Hills
 Attention: City Manager
 10246 North Canyon Road
 Cedar Hills, Utah 84062

Parcel IDs: 11:055:0312; 36:903:0110

QUITCLAIM DEED

American Fork City, a municipal corporation of the State of Utah, Grantor, for good and valuable consideration, hereby quitclaims to City of Cedar Hills, a municipal corporation of the State of Utah, Grantee, whose current address is 10246 North Canyon Road, Cedar Hills, Utah 84062, Attention: City Manager, all of Grantor's right, title, interest, estate, claim and demand of Grantor, both at law and in equity, in and to the real property situated in Utah County, State of Utah, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"),

which it has acquired by any means, including, without limitation, the following easements (together granted pursuant to the following instruments or agreements:

(a) that certain instrument recorded on November 18, 1930, as Entry No. 8070, in Book 282, at Page 446 of the Utah County Records, granting in favor of Assignor a right of way for the constructions, operation, repair and maintenance of a double pipe waterworks pipe line to be installed approximately four feet beneath the surface and approximately ten inches apart, thru, upon and over a strip of ground two rods wide extending one rod on each side of certain property described therein; and

(b) that certain instrument recorded on November 18, 1930, as Entry No. 8076, in Book 282, at Page 449 of the Utah County Records, granting in favor of Assignor a right of way for the constructions, operation, repair and maintenance of a double pipe waterworks pipe line to be installed approximately four feet beneath the surface and approximately ten inches apart, thru, upon and over a strip of ground two rods wide extending one rod on each side of certain property described therein.

Notwithstanding the foregoing, Grantor hereby reserves any and all property interests arising under that certain Easement dated December 3, 2020, and recorded on December 8, 2020, as Entry No. 195530:2020.

[Signature page follow]

WITNESS the hand of said Grantor this ____ day of _____, 2021.

American Fork City

By: _____
 Name: _____
 Title: _____

STATE OF _____ }
 } ss.
 COUNTY OF _____ }

On this ____ day of _____, 2021, personally appeared before me _____, the signers of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

 Notary Public
 My Commission Expires: _____

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****Parcel No. 36:903:0110**

Lot 110, Golf Course, Plat B, The Cedars at Cedar Hills Planned Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's office.

Parcel No. 11:055:0312

Commencing at the East quarter corner of Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South a distance of 2.53 feet and West a distance of 1770.47 feet to the real point of beginning; thence North 00 degrees 00'00" East a distance of 68.10 feet; thence North 90 degrees 00'00" West a distance of 128.52 feet; thence North 00 degrees 00'00" East a distance of 33.97 feet; thence North 59 degrees 33'05" East a distance of 126.75 feet; thence North 39 degrees 22'43" East a distance of 147.92 feet; thence North 57 degrees 25'26" East a distance of 233.06 feet; thence North 63 degrees 21'28" East a distance of 113.60 feet; thence South 89 degrees 59'30" east a distance of 78.67 feet; thence North 00 degrees 00'00" East a distance of 333.33 feet; thence North 53 degrees 04'39" East a distance of 134.94 feet; thence North 86 degrees 14'43" East a distance of 373.93 feet; thence South 00 degrees 17'19" West a distance of 466.67 feet; thence South 63 degrees 22'49" West a distance of 179.17 feet; thence South 44 degrees 30'07" West a distance of 259.68 feet; thence South 73 degrees 17'19" West a distance of 569.72 feet; thence North 89 degrees 57'18" West a distance of 42.00 feet to the real point of beginning.

ASSIGNMENT

This Assignment (this “**Assignment**”), effective as of _____, 2021 (the “**Effective Date**”), is entered into by and between American Fork City, a municipal corporation of the State of Utah (“**Assignor**”), and City of Cedar Hills, a municipal corporation of the State of Utah (“**Assignee**”). Assignor and Assignee are referred to collectively as the “**Parties**” and each, individually, as a “**Party**”.

A. Assignee is the sole record owner of, and is vested with fee simple title to, certain real property located in the City of Cedar Hills, Utah County, State of Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

B. Assignor holds certain property interests across, on, over, upon or appurtenant to the Property, pursuant to certain prescriptive rights and recorded instruments and agreements, including, without limitation, the following easements (together with such prescriptive rights, the “**Easements**”) granted pursuant to the following instruments or agreements (collectively, the “**Instruments**”):

(i) That certain instrument recorded on November 18, 1930, as Entry No. 8070, in Book 282, at Page 446 of the Utah County Records, granting in favor of Assignor a right of way for the constructions, operation, repair and maintenance of a double pipe waterworks pipe line to be installed approximately four feet beneath the surface and approximately ten inches apart, thru, upon and over a strip of ground two rods wide extending one rod on each side of certain property described therein; and

(ii) That certain instrument recorded on November 18, 1930, as Entry No. 8076, in Book 282, at Page 449 of the Utah County Records, granting in favor of Assignor a right of way for the constructions, operation, repair and maintenance of a double pipe waterworks pipe line to be installed approximately four feet beneath the surface and approximately ten inches apart, thru, upon and over a strip of ground two rods wide extending one rod on each side of certain property described therein.

C. For purposes of this Assignment, Assignor’s property interest arising under that certain Easement dated December 3, 2020, and recorded on December 8, 2020, as Entry No. 195530:2020 is expressly excluded from the definition of “Easements” (the “**Excluded Rights**”).

D. Assignor owns all right, title and interest in and to certain personal property and improvements constructed on, and situated beneath the surface of, the Property in connection with the Easements, including, without limitation, certain double pipe waterworks pipelines, conduits, mains, ducts, and other channels (collectively, the “**Personalty**”).

E. Subject to the terms and conditions set forth in this Assignment, Assignor desires to quitclaim, transfer and assign, and Assignee desires to accept, all of Assignor’s right, title and interest in and to the Property (except for the Excluded Rights), including to the Easements, and to the Personalty.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement.
2. Quitclaim of Easements. Subject to the terms and conditions set forth in this Assignment, Assignor agrees to quitclaim to Assignee all right, title, interest, estate, claims and demand of Assignor, both at law and in equity, in and to the Property (excluding the Excluded Rights), which it has by reason of, without limitation, the Easements and the Instruments, pursuant to a Quitclaim Deed substantially in the form attached hereto as Exhibit B.
3. Assignment of Personalty. Subject to the terms and conditions set forth in this Assignment, Assignor agrees to transfer and assign, and Assignee agrees to accept, all of Assignor's right, title and interest in and to the Personalty, pursuant to a bill of sale, without warranty, in substantially the form attached hereto as Exhibit C.
4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law rules. This Assignment may not be modified or amended in any manner other than by a written agreement signed by the party to be charged. This Assignment and the obligations of the Parties shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. The undersigned represent and warrant that they are duly authorized to execute this Assignment in their individual or representative capacity as indicated. Each Party agrees that it will execute and deliver such other documents, and take such other action, whether prior or subsequent to Effective Date, as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Assignment.

[Remainder of page left intentionally blank; signature page to follow]

IN WITNESS WHEREOF, this Assignment is executed to be effective as of the Effective Date.

Exhibit A – Legal Description of the Property

Exhibit B – Quitclaim Deed

Exhibit C – Bill of Sale

ASSIGNOR:

AMERICAN FORK CITY,
a municipal corporation of the State of Utah

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF CEDAR HILLS,
a municipal corporation of the State of Utah

By: _____
Name: _____
Title: _____

[Signature page to Assignment]

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****Parcel No. 36:903:0110**

Lot 110, Golf Course, Plat B, The Cedars at Cedar Hills Planned Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's office.

Parcel No. 11:055:0312

Commencing at the East quarter corner of Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South a distance of 2.53 feet and West a distance of 1770.47 feet to the real point of beginning; thence North 00 degrees 00'00" East a distance of 68.10 feet; thence North 90 degrees 00'00" West a distance of 128.52 feet; thence North 00 degrees 00'00" East a distance of 33.97 feet; thence North 59 degrees 33'05" East a distance of 126.75 feet; thence North 39 degrees 22'43" East a distance of 147.92 feet; thence North 57 degrees 25'26" East a distance of 233.06 feet; thence North 63 degrees 21'28" East a distance of 113.60 feet; thence South 89 degrees 59'30" east a distance of 78.67 feet; thence North 00 degrees 00'00" East a distance of 333.33 feet; thence North 53 degrees 04'39" East a distance of 134.94 feet; thence North 86 degrees 14'43" East a distance of 373.93 feet; thence South 00 degrees 17'19" West a distance of 466.67 feet; thence South 63 degrees 22'49" West a distance of 179.17 feet; thence South 44 degrees 30'07" West a distance of 259.68 feet; thence South 73 degrees 17'19" West a distance of 569.72 feet; thence North 89 degrees 57'18" West a distance of 42.00 feet to the real point of beginning.

EXHIBIT B
QUITCLAIM DEED
(See Attached)

Attachment: Waterline Relocation Documents - CH Golf Course (Assignment of interests in easements and personal property)

EXHIBIT C**BILL OF SALE**

(See Attached)

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, American Fork City, a municipal corporation of the State of Utah ("***American Fork***"), does hereby grant, bargain, sell, transfer, convey, assign, and deliver unto City of Cedar Hills, a municipal corporation of the State of Utah ("***Cedar Hills***"), all of American Forks' right, title and interest in and to all double pipe waterworks pipelines, conduits, mains, ducts, channels and all other personal property (collectively, the "***Personalty***") located on and used in connection with the operation, ownership or maintenance of certain real property interests across, on, over, upon or appurtenant to certain real property described in:

(a) that certain instrument recorded on November 18, 1930, as Entry No. 8070, in Book 282, at Page 446 of the Utah County Records, granting in favor of Assignor a right of way for the constructions, operation, repair and maintenance of a double pipe waterworks pipe line to be installed approximately four feet beneath the surface and approximately ten inches apart, thru, upon and over a strip of ground two rods wide extending one rod on each side of certain property described therein; and

(b) that certain instrument recorded on November 18, 1930, as Entry No. 8076, in Book 282, at Page 449 of the Utah County Records, granting in favor of Assignor a right of way for the constructions, operation, repair and maintenance of a double pipe waterworks pipe line to be installed approximately four feet beneath the surface and approximately ten inches apart, thru, upon and over a strip of ground two rods wide extending one rod on each side of certain property described therein.

American Fork grants and conveys the Personalty unto Cedar Hills without recourse and without representation or warranty of any kind, express or implied, by operation of law or otherwise. To have and to hold the Personalty unto Cedar Hills, its successors and assigns forever. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, American Fork has executed this Bill of Sale as of _____, 2021.

AMERICAN FORK CITY,
a municipal corporation of the State of Utah

By: _____
Name: _____
Title: _____

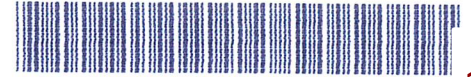


11:055:0312

36:903:0110

WHEN RECORDED, MAIL TO:
City of Cedar Hills
3925 W. Cedar Hills Drive
Cedar Hills, UT 84062

WITH A COPY TO:
American Fork City
51 E. Main Street
American Fork, UT 84003



ENT 195530:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 08 4:33 pm FEE 0.00 BY CS
RECORDED FOR PLEASANT GROVE CITY CORP

Easement

Utah County

Tax ID No. 36:903:0119, 36:903:0110
36:903:0132, 11:055:0312
11:055:0338, 11:055:0337
36:903:0128, 36:903:0121

The City of Cedar Hills, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to American Fork City, Grantee, at 50 East Main Street, American Fork, UT 84003, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Utah County, State of Utah, to-wit:

A Perpetual Easement, 40.00' in width (20.00' on each side of the following described centerline) being located upon parts of several tracts of property situate in the SE1/4 NE1/4 the SW1/4 NE1/4 and the NW1/4 SE1/4 of Section 31, Township 4 South, Range 2 East, Salt Lake Base and Meridian and Lots 108, 109, 110 and 119 of The Cedars at Cedar Hills Plat "B" Subdivision, according to the official plat thereof, recorded Mar 07, 2001 as Entry No. 21550:2001 in the office of the Utah County Recorder, for the installation and maintenance of a culinary water line, valves, and appurtenances. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns.

Together with a Temporary Easement, 10.00' in width being located directly north of the perpetual easement cited above. Said centerline of easement is described as follows:

Beginning at a point in the existing southerly highway right of way line of SR-92 being located in the northerly boundary line of said Lot 119 which point is 68.38 feet N.89°06'24"W. and 70.84 feet S.74°39'30"W. and said northerly boundary from the northeast corner of said Cedar Hills Plat "B" subdivision, and running thence S.41°16'55"W. 1.64 feet; thence S.41°16'58"W. 136.82 feet; thence S.41°16'41"W. 40.00 feet; thence S.41°16'55"W. 16.46 feet to the point of tangency of a curve to the left with a radius of 27.00 feet; thence Southerly along said curve with an arc length of 22.90 feet, chord bears S.16°58'59"W. 22.22 feet; thence S.07°18'57"E. 62.28 feet to the point of tangency of a curve to the right with a radius of 27.00 feet; thence Southwesterly along said curve with an arc length of 41.37 feet, chord bears S.36°35'03"W. 37.44 feet to the point of reverse

Continued on Page 2

Packet Pg. 60

Attachment: CH to AF City Culinary Waterline Easement_Recorded Document (Assignment of interests in easements and personal property)

curvature of a curve to the left with a radius of 84.08 feet; thence Southwesterly along said curve with an arc length of 43.80 feet, chord bears S.65°33'41"W. 43.30 feet; thence S.50°38'21"W. 85.09 feet to the point of tangency of a curve to the left with a radius of 84.08 feet; thence Southwesterly along said curve with an arc length of 79.23 feet, chord bears S.23°38'38"W. 76.33 feet to the point of curvature of a non-tangent curve to the right with a radius of 69.92 feet; thence Southwesterly along said curve with an arc length of 79.69 feet, chord bears S.29°18'08"W. 75.45 feet; thence S.61°49'41"W. 127.78 feet to the point of tangency of a curve to the right with a radius of 72.92 feet; thence Westerly along said curve with an arc length of 24.31 feet, chord bears S.71°22'39"W. 24.19 feet; thence S.80°55'36"W. 98.20 feet to the point of tangency of a curve to the left with a radius of 245.92 feet; thence Westerly along said curve with an arc length of 54.56 feet, chord bears S.74°34'17"W. 54.44 feet; thence S.68°12'57"W. 46.85 feet to the point of tangency of a curve to the right with a radius of 245.92 feet; thence Westerly along said curve with an arc length of 19.76 feet, chord bears S.70°31'02"W. 19.75 feet; thence S.72°49'07"W. 124.64 feet to the point of tangency of a curve to the left with a radius of 245.92 feet; thence Southwesterly along said curve with an arc length of 54.95 feet, chord bears S.66°25'02"W. 54.84 feet; thence S.60°00'57"W. 120.42 feet to the point of tangency of a curve to the right with a radius of 245.92 feet; thence Westerly along said curve with an arc length of 70.12 feet, chord bears S.68°11'05"W. 69.88 feet; thence S.76°21'12"W. 96.95 feet to the point of tangency of a curve to the left with a radius of 104.08 feet; thence Westerly along said curve with an arc length of 19.48 feet, chord bears S.70°59'26"W. 19.46 feet; thence S.65°37'40"W. 124.28 feet to the point of tangency of a curve to the left with a radius of 200.00 feet; thence Southwesterly along said curve with an arc length of 63.14 feet, chord bears S.56°35'02"W. 62.88 feet; thence S.47°32'24"W. 15.08 feet to the point of tangency of a curve to the right with a radius of 195.92 feet; thence Southwesterly along said curve with an arc length of 54.08 feet, chord bears S.55°26'53"W. 53.91 feet; thence S.63°21'22"W. 46.53 feet to the point of tangency of a curve to the right with a radius of 80.00 feet; thence Westerly along said curve with an arc length of 19.97 feet, chord bears S.70°30'28"W. 19.92 feet; thence S.77°39'34"W. 55.95 feet to the point of tangency of a curve to the left with a radius of 87.08 feet; thence Southwesterly along said curve with an arc length of 59.62 feet, chord bears S.58°02'48"W. 58.46 feet; thence S.38°26'02"W. 51.95 feet to the point of tangency of a curve to the right with a radius of 242.92 feet; thence Southwesterly along said curve with an arc length of 98.68 feet, chord bears S.50°04'19"W. 98.01 feet; thence S.61°42'36"W. 155.88 feet to the point of tangency of a curve to the right with a radius of 175.92 feet; thence Westerly along said curve with an arc length of 89.67 feet, chord bears S.76°18'45"W. 88.70 feet to the point of reverse curvature of a curve to the left with a radius of 184.08 feet; thence Southwesterly along said curve with an arc length of 165.41 feet, chord bears S.65°10'25"W. 159.90 feet to the point of reverse curvature of a curve to the right with a radius of 72.92 feet; thence

Southwesterly along said curve with an arc length of 19.25 feet, chord bears S.46°59'39"W. 19.19 feet; thence S.69°49'45"W. 281.99 feet; thence S.85°28'05"W. 74.93 feet to the POINT OF ENDING.

The above described perpetual easement contains 113,748 square feet in area or 2.611 acres.

The above described temporary easement contains 27,843 square feet in area or 0.639 acre.

IN WITNESS WHEREOF, said City of Cedar Hills has caused this instrument to be executed by its proper officers thereunto duly authorized, this 3 day of December, A.D. 20 20.

STATE OF UTAH

)

) ss.

COUNTY OF

)

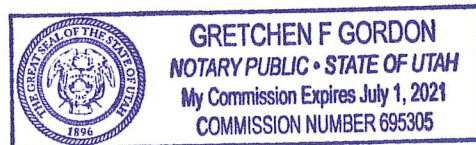

By JENNEY REES, MAYOR

On the date first above written personally appeared before me, JENNEY REES, who, being by me duly sworn, did say that he is the MAYOR of Cedar Hills City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the CITY COUNCIL held on the 20th of OCTOBER A.D. 20 20, and said AMERICAN FORK CITY acknowledged to me that said municipal corporation executed the same.

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



Notary Public





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on 200 South Easement Agreement, Easement, and License Agreement for the 200 South Waterline Project

SUMMARY RECOMMENDATION Staff recommends approval of the 200 South Easement Agreement, Easement, and License Agreement for the 200 South Waterline Project

BACKGROUND As part of the construction of the 200 South Waterline, it is necessary to obtain an easement and temporary license agreement for a portion of the waterline adjacent to the railroad tracks near 200 South. This alignment allows the waterline to cross the tracks nearly perpendicular, which is generally required by the railroad. The agreement calls for signing an easement and temporary license agreement for construction of the waterline project.

BUDGET IMPACT The cost of this easement is included as part of the cost for the 200 South Waterline and reduces the cost of the project from other potential alignments.

SUGGESTED MOTION Mr. Mayor, I move to approve the 200 South Easement Agreement, Easement, and License Agreement for the 200 South Waterline Project as presented and authorize the City to enter into the agreement and sign the associated documents with the property owner.

SUPPORTING DOCUMENTS

- 1-200 S Easement Purchase (DOC)
- 2- 200 S Waterline Easement (DOCX)
- 3- 200 S Waterline Temporary Use License (DOCX)
- 4- 200 S exhibit_waterline_aerial (PDF)
- 5- 200 S exhibit_waterline (PDF)

EASEMENT/LICENSE PURCHASE AGREEMENT

This Agreement is made on this ____ day of April, 2021 between the City of American Fork (“Buyer”) and AF I-15, LLC, a Utah limited liability company (“Seller”) to be effective as of the date signed by both Buyer and Seller (“Effective Date”).

RECITALS

WHEREAS, Seller owns certain real property located near the intersection of 200 South and I-15 in American Fork City, more specifically identified as Parcel No. 13:045:0021 (the “Property”);

WHEREAS, Buyer desires to acquire from Seller an easement across the Property for the purpose of installation of the 200 South waterline;

WHEREAS, Seller agrees to sell to Buyer an easement across the Property as described herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, Owner and City agree to the following:

AGREEMENT

1. Easement. Under the terms and conditions of this Agreement, Seller shall convey to Buyer, free and clear of all liens and encumbrances, but subject to matters of survey and restrictions of record, a permanent easement and right-of-way on the Property to construct, re-construct, maintain, operate, repair, and replace a public waterline, including all incidents and appurtenances thereto, together with the right of ingress and egress, as set forth in the form of the Easement Deed attached hereto as Exhibit A.

2. License. Under the terms and conditions of this Agreement, Seller shall grant to Buyer a license to use a portion of the Property for the construction and installation of a public waterline, as set forth in the Temporary Construction License attached hereto as Exhibit B. The license will commence upon the submission of the Notice to Proceed to Seller and shall terminate upon the submission of a Notice of Completion to Seller, which shall be delivered within thirty days of completion of work, as determined by the American Fork City Engineer.

3. Purchase Price and Conditions of Payment. As consideration for the Easement and License, Buyer shall pay to Seller a purchase price of Thirty Seven Thousand Eight Hundred Seventy Five Dollars (\$37,875.00).

4. Leases and Other Agreements. As of the Effective Date of this Agreement, there shall be no written or unwritten agreements recorded or unrecorded, affecting or relating to the use of the Easement.

General Conditions.

- a. Buyer shall have the right to assign this Agreement to any person, firm, partnership, or corporation.
- b. It is expressly agreed that this Agreement includes the entire agreement of Buyer and Seller.
- c. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Buyer and Seller.
- d. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.
- e. The undersigned represent and warrant that he/she/they have the authority to sign on behalf of Buyer and Seller.

5. Notices. Any notice required or permitted to be given shall be addressed to the parties as follows:

BUYER: AMERICAN FORK CITY
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003

SELLER: AF I-15, LLC
Attn: Steven Milton Williamson
1125 West 400 North
Pleasant View, Utah 84414

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Buyer:

AMERICAN FORK CITY

Bradley J. Frost, Mayor

DATE: _____

ATTEST:

Terilyn Lurker

Seller:
AF I-15, LLC

By:
Its:

DATE: _____

The above Agreement was executed on this _____ day of _____, 20____ by _____, for and on behalf of _____. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Seller.

NOTARY PUBLIC

After recording return to:
 American Fork City
 Attn: City Recorder
 51 East Main Street
 American Fork, Utah 84003

UTILITY EASEMENT

For the sum of Forty Dollars (\$40.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a perpetual easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer and/or water pipelines, laterals, manholes, and other sewer and/or water transmission and distribution structures and facilities. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement located in the NE Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

SEE ATTACHED "EXHIBIT A"

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities; provided, however, that Grantee and its agent will enter upon the easement and Grantor's property at their sole risk and hazard. Grantee and Grantee's agents accept the easement granted herein and all aspects thereof in their "AS IS," WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the same.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement. Notwithstanding the foregoing, Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the easement granted herein.

Grantee shall, at its sole cost and expense, maintain and repair any Grantee-owned infrastructure located within the easement in good order and condition. Grantee shall promptly repair any damage to the Grantor's property caused by Grantee and/or Grantee's agents as set forth in Utah Code Ann. §54-3-27(2)(b).

Grantee shall maintain, and ensure that all of Grantee's agents maintain, policies of insurance which, at a minimum, are sufficient to insure Grantee's obligations as set forth herein. Without limiting the foregoing, Grantee may fulfill its insurance obligations under this provision by means of self-insurance.

Approved as to form: American Fork City Attorney

Nothing contained herein shall be deemed to be a gift or dedication of any portion of Grantor's property to the general public or for the general public or for any public purpose whatsoever, nor do the provisions herein create any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

This agreement shall be governed and construed in accordance with the laws of the State of Utah. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees. This agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute one and the same agreement.

In witness whereof, the Grantor has executed this easement this ____ day of _____, 20____.

AF I-15, LLC

By:

State of Utah

:ss

County of _____

On the ____ day of _____, 20____, personally appeared before me _____, who acknowledged themselves to be the _____ of AF I-15, LLC, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attachment: 2- 200 S Waterline Easement (200 South Easement Agreement)

EXHIBIT A**Waterline Easement-A (Parcel: 13-045-0021)**

Beginning at a point on the railroad right of way; said point being South 00°24'12" West, along the section line, 1496.95 feet and South 89°35'48" East, 40.60 feet from the Northeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is North 89°53'29" West between the Northwest Corner and North Quarter Corner of Said Section 22); and running thence North 15°28'30" East, 20.00 feet; thence South 74°31'30" East, 206.33 feet; thence South 74°32'23" East, 174.06 feet; thence West, 75.03 feet to a point on said railroad right of way line; thence along said railroad right of way line the following two (2) courses: North 74°32'23" West, 101.75 feet; thence North 74°31'30" West, 206.33 feet to the point of beginning.

Contains: 6,885 Sq. Ft.

Waterline Easement-B (Parcel: 13-045-0006)

Beginning at a point which is South 00°24'12" West, along the section line, 1576.56 feet and South 89°35'48" East, 405.81 feet from the Northeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is North 89°53'29" West between the Northwest Corner and North Quarter Corner of Said Section 22); and running thence East, 7.30 feet; thence South 74°32'23" East, 32.10 feet; thence North 88°48'34" West, 38.41 feet; thence North 01°11'26" East, 7.76 feet to the point of beginning.

Contains: 180 Sq. Ft.

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT (this “**Construction License**”), is made and entered into this ____ day of _____, 2021 (“**Effective Date**”), by and between the City of American Fork (“**Licensee**”) and AF I-15, LLC, a Utah limited liability company (“**Licensor**”) to be effective as of the date signed by both Licensee and Licensor (“**Effective Date**”).

RECITALS

WHEREAS Licensor is the owner of that certain real property depicted on **Exhibit A**, attached hereto and made a part hereof (the Temporary Construction Area “**TCA**”), located near 200 South;

WHEREAS Licensor and Licensee desire to enter into this Construction License so that Licensee may utilize the TCA during the construction by Licensee of the public waterline along 200 South.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above which are incorporated herein, Licensor and Licensee represent, covenant, undertake and agree as follows:

1. **License Term.** The License Term shall commence upon the submission of a Notice to Proceed to Seller. The License Term shall terminate upon the submission of a Notice of Completion to Seller, which shall be delivered within thirty days of completion of work, as determined by the American Fork City Engineer, or one year from the date of this agreement whichever occurs first.
2. **License.** Licensor hereby grants Licensee, a non-revocable license for the period of the License Term, to enter and to allow Licensee and its third-party contractors (“**Licensee’s Permittees**”) to enter upon the TCA for purposes associated with the installation of the 200 South public waterline.
3. **Scope.** The TCA is to be used for construction activities associated with the installation of the waterline including staging, equipment setup for the purposes of boring under the railroad right of way, waterline installation, and other related construction activities.
4. **Indemnity.** Licensee hereby agrees to protect, defend, indemnify and hold harmless Licensor, Licensor’s members, or agents, from and against any and all liabilities, costs and/or expenses including, without limitation, reasonable attorneys’ fees, in connection with damages, losses, injuries, and/or death to persons which may be asserted against Licensor, Licensor’s members, employees, representatives, and/or agents, arising out of or in relation to the use of the TCA by Licensee or Licensee’s Permittees, except to the extent (if any) such liabilities, costs or expenses are caused by, arise out of, result from or relate to Licensor’s own negligence or intentional misconduct.
5. **Reclamation.** Licensee Permittees shall reasonably restore the TCA to its current condition prior to the conclusion of the License Term.
6. **No Waiver.** Any indulgence granted by Licensor to Licensee shall not constitute or be considered a waiver of Licensor’s rights under this License Agreement to insist upon strict performance of any term hereof.
7. **Notices.** Any notice required or permitted to be given shall be addressed to the part

follows:

LICENSEE: AMERICAN FORK CITY
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003

LICENSOR: AF I-15, LLC
Attn: Steven Milton Williamson
1125 West 400 North
Pleasant View, Utah 84414

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Licensee:

AMERICAN FORK CITY

Bradley J. Frost, Mayor

DATE: _____

ATTEST:

Terilyn Lurker

Licensor:
AF I-15, LLC

By:
Its:

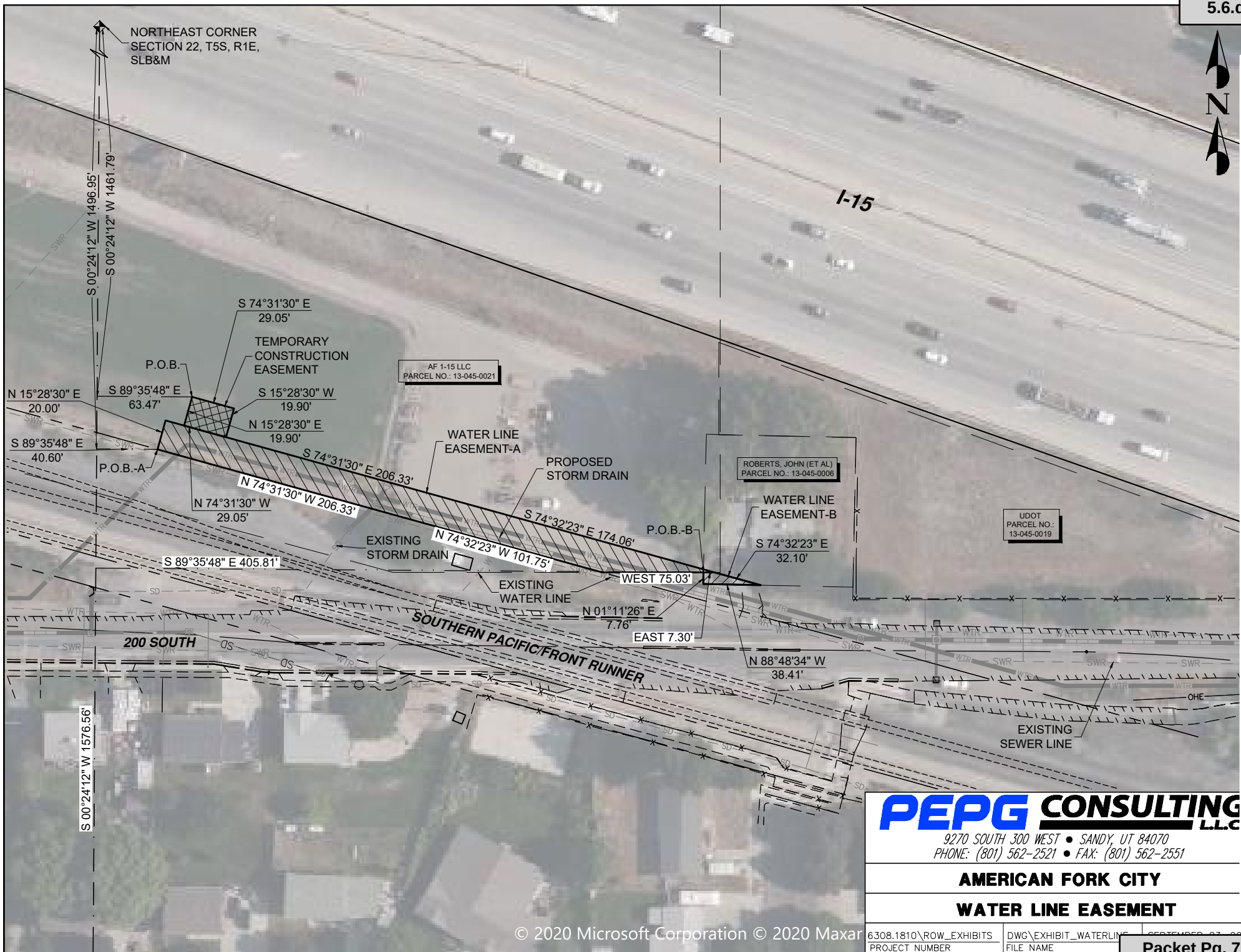
DATE: _____

The above Agreement was executed on this _____ day of _____, 20__ by _____, for and on behalf of _____. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Seller.

EXHIBIT A**Temporary Construction Easement**

Beginning at a point which is South 00°24'12" West, along the section line, 1461.79 feet and South 89°35'48" East, 63.47 feet from the Northeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is North 89°53'29" West between the Northwest Corner and North Quarter Corner of Said Section 22); and running thence South 74°31'30" East, 29.05 feet; thence South 15°28'30" West, 19.90 feet; thence North 74°31'30" West, 29.05 feet; thence North 15°28'30" East, 19.90 feet to the point of beginning.

Contains: 578 Sq. Ft.





NORTHEAST CORNER
SECTION 22, T5S, R1E,
SLB&M

S 00°24'12" W 1496.95'
S 00°24'12" W 1461.79'

N 15°28'30" E
20.00'

S 89°35'48" E 63.47'

S 00°24'12" W 1576.56'

N 15°28'30" E
20.00'

S 89°35'48" E 40.60'

N 74°31'30" W 29.05'

S 74°31'30" E 206.33'

P.O.B.

S 74°31'30" E
29.05'

TEMPORARY
CONSTRUCTION
EASEMENT

S 15°28'30" W
19.90'

N 15°28'30" E
19.90'

AF 1-15 LLC
PARCEL NO.: 13-045-0021

WATER LINE
EASEMENT-A

EXISTING
STORM DRAIN

PROPOSED
STORM DRAIN

S 89°35'48" E 405.81'

EXISTING
WATER LINE

SOUTHERN PACIFIC FRONT RUNNER

P.O.B.-B

ROBERTS, JOHN (ET AL)
PARCEL NO.: 13-045-0006

WATER LINE
EASEMENT-B

S 74°32'23" E
32.10'

WEST 75.03'

N 01°11'26" E
7.76'

EAST 7.30'

N 88°48'34" W
38.41'

EXISTING
SEWER LINE

UDOT
PARCEL NO.:
13-045-0019

Attachment: 5- 200 S exhibit_waterline (200 South Easement Agreement)

PEPG CONSULTING LLC

9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

AMERICAN FORK CITY

WATER LINE EASEMENT

6308.1810\ROW_EXHIBITS
PROJECT NUMBER

DWG\EXHIBIT_WATERLINE
FILE NAME

SEPTEMBER 27, 2008
Packet Pg. 76



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on revised template for the Master Services Agreement for On-call Engineering Services

SUMMARY RECOMMENDATION Staff recommends approval of the revised template for the Master Services Agreement for On-call Engineering Services

BACKGROUND Procurement of engineering services can be a time-consuming and expensive process for both the City and the engineering consulting firms. Having a pool of engineers on call who have signed a Master Services Agreement can expedite selection for smaller projects. The previous agreements ended after two years with no option for renewal. These revisions would allow the pool to extend for up to six years prior to requiring a new agreement.

BUDGET IMPACT The Master Services Agreement does not obligate any funds. Task orders issued under these agreements will be approved individually. No work is guaranteed under the contract, and the annual amount that can be used under this contract has remained at \$100,000/year.

SUGGESTED MOTION Mr. Mayor, I move to approve the revised template for the Master Services Agreement for On-call Engineering Services as presented and authorize the City to enter into agreements with qualified engineering consulting firms.

SUPPORTING DOCUMENTS

Template for Master Service Agreement and Task Order REV 2021 (DOCX)

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

This Master Services Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20__ by and between _____, with its principal place of business at _____

(hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be **three (3) years** from the Effective date of this contract, **with an option to be renewed for up to three (3) more years at the sole discretion of the City Administrator. For clarity, the term ends at 11:59 PM on the same date as the effective date.**

b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

c. Engineer may terminate this Agreement at any time with thirty (30) day written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. Engineer shall forthwith deliver all files, reports, and other materials concerning services provided, maintained or controlled by Engineer at the time of such termination, subject to all applicable federal and state law.

2. Scope of Services.

The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific Services shall be as set forth in the Project Task Orders.

3. Project Task Order.

City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into hereto.

4. Compensation.

In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is **\$100,000.00 per year**.

5. Invoice; Payment.

a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in

the event of default, Engineer may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed one million dollars (\$1,000,000).

10. Time is of the Essence. Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

11. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: David Bunker
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000
Email: DBunker@americanfork.gov

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Scott Sensanbaugher
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060
Email: SSensanbaugher@americanfork.gov

ENGINEER:

12. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

13. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.

14. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. Rights and Remedies.

The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

16. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the Subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

17. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

18. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

19. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

22. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

23. Confidentiality.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement.

24. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

25. Attorney Fees; Costs.

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

26. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

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

AMERICAN FORK CITY

David Bunker
City Administrator

By:
Its:

Date: _____

Date: _____

Attest:

Recorder

AMERICAN FORK CITY

Date: _____, 20____. _____

Scott Sensanbaugher
Director of Public Works

Approved-as-to-form by Cherylyn Egner, attorney for American Fork City

EXHIBIT A
Project Task Order No. ____

On this ____ day of _____, 202____, American Fork City (hereinafter referred to as “City”) hereby requests _____ (hereinafter referred to as “Engineer”) to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 202____.

Scope of Services Requested: _____

Required Documentation from Engineer: _____

Schedule:

Deadlines for this Project Task Order shall be as follows:

- _____
- _____
- _____
- _____

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- ☐ Lump sum of \$_____ (including costs);
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$_____ without written consent; or
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

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

AMERICAN FORK CITY _____

City Engineer

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT B
Project Task Order No. ____

HOURLY RATE AND COSTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution declaring real property at approximately 90 North Church Street as surplus.

SUMMARY RECOMMENDATION

Recommend approval.

BACKGROUND

In 2020, representatives from Harrington Center for the Arts presented to the city council a plan for property they own at 50 North Church (known as the Harrington building). As part of the presentation they requested the city consider allowing them to use a portion of the parking lot at the Fire Station for an addition to their building.

A lease agreement was approved March 16, 2020, after discussion on the agreement.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the resolution declaring property at approximately 90 N. Church Street to be surplus.

SUPPORTING DOCUMENTS

Resolution Rev. 3.22 (DOC)

RESOLUTION NO. _____

A RESOLUTION DECLARING PROPERTY LOCATED AT APPROXIMATELY 90 NORTH CENTER STREET TO BE SURPLUS PROPERTY.

WHEREAS, American Fork City provided published notice of a public hearing in the Daily Herald on the 23 day of March 2021; and

WHEREAS, a public hearing, where public comment was entertained, was held on the 13th day of April 2021 regarding the proposed surplus of real property located at approximately 90 North Church Street and more specifically identified in Exhibit A attached hereto (the “Property”);

WHEREAS, the City Council has determined that surplus and conveyance of the Property to another party may serve the best interest of the public and produce a fair return to the City.

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

SECTION 1 Approval

1. The following is hereby found to be surplus real property and may be disposed of by American Fork City.

Approximate Address: 90 North Church Street

Legal Description:

Beginning at the northeast corner of Utah County lot #02:031:0040 (Harrington School Parcel) and bearing N89°18'41"W 152.83 feet; thence N00°10'52"E 63.61 feet; thence S89°18'41"E 153.41 feet; thence S00°41'19"W 64.63 feet to the point of beginning.

Area: 9,894.81 sq feet or 0.23 acres

Current zone: CC-1

Current use: Parking

2. After the Property is surplus, it may be conveyed to another party on terms that are fair, equitable, and in the public's best interest.

SECTION 2 Severability

If any section, part, or provisions of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

SECTION 3 Effective Date

This Resolution shall become effective immediately upon its passage.

PASSED by the American Fork City Council this 13 day of April 2021.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a representation agreement with Mountain West Commercial, LLC, for the acquisition of open space and park land.

SUMMARY RECOMMENDATION

Approval of Representation Agreement with Mountain West Commercial.

BACKGROUND

American Fork City is seeking to locate and secure land parcels for the purpose of park land and open space. The park master plan identifies the need for additional park and open space to be developed as the city population continues to increase. The current level of service standard as identified in the master plan is 6.25 acres per 1,000 population. The city is in need of additional park and open space which should be strategically located in areas where future development will occur.

BUDGET IMPACT

To be determined based on land acquisition.

SUGGESTED MOTION

I move to approve the Representation Agreement with Mountain West Commercial LLC.

SUPPORTING DOCUMENTS

Exclusive Buyer Representation Agreement Final - Mountain West Commercial LLC
(DOCX)



MOUNTAIN WEST
COMMERCIAL REAL ESTATE

EXCLUSIVE REPRESENTATION AGREEMENT (Buyer)

5.9.a

The undersigned buyer (the "Buyer") hereby authorizes Mountain West Commercial, LLC, a Utah limited liability company as broker (hereinafter "MOUNTAIN WEST COMMERCIAL"), to be its exclusive agent and grants MOUNTAIN WEST COMMERCIAL, including Bill Street and Mary Street 1 exclusive right to represent Buyer to locate land parcels in the State of Utah for the purpose of park and open space. This exclusive authorization shall run from the date this Agreement is executed as set forth below until March 31, 2022 with an automatic renewal until March 31, 2023 or until notice of termination is given as provided by paragraph 5 below. It is also agreed that:

1. MOUNTAIN WEST COMMERCIAL will use reasonably diligent efforts to obtain the most favorable property available for Buyer, and MOUNTAIN WEST COMMERCIAL will keep Buyer fully informed of the progress of these negotiations. The final selection and all terms are subject to Buyer approval.
2. MOUNTAIN WEST COMMERCIAL is not responsible for and is not providing Buyer any legal advice. Buyer is advised to retain a lawyer. Buyer and Buyer's representatives are solely responsible for being thoroughly familiar with the purchase documents prior to signing. MOUNTAIN WEST COMMERCIAL shall not be held liable for any misunderstandings that arise from the purchase documents.
3. Buyer agrees that all negotiations for Buyer's prospective property(ies) will be conducted through MOUNTAIN WEST COMMERCIAL. Except as provided herein, MOUNTAIN WEST COMMERCIAL will work exclusively for Buyer, not the seller in any resulting transaction. If MOUNTAIN WEST COMMERCIAL is a party to a listing agreement or other agency relationship where the seller of any property submitted to Buyer for consideration, MOUNTAIN WEST COMMERCIAL will advise Buyer in writing of any such limited representation, and Buyer hereby consents to MOUNTAIN WEST COMMERCIAL acting in the capacity of a limited agent.
4. MOUNTAIN WEST COMMERCIAL will look to the seller of the prospective property for compensation of a three percent (3%) real estate commission for properties not subject to a listing agreement. In this regard, Buyer shall (a) use its best efforts to structure a transaction involving the prospective property so that the seller pays MOUNTAIN WEST COMMERCIAL its commission, and (b) not act or omit to act in any manner that would tend to defeat the payment of a commission to MOUNTAIN WEST COMMERCIAL. In the event that a seller of property will not pay a commission or will pay only a part, then Buyer agrees to compensate MOUNTAIN WEST COMMERCIAL so that MOUNTAIN WEST COMMERCIAL will receive three percent (3%) real estate commission.
5. Buyer may cancel this Agreement at any time upon thirty (30) days' prior written notice by providing a letter of cancellation in writing to MOUNTAIN WEST COMMERCIAL. For a period of nine (9) months following the date of the expiration or termination of this Agreement, Buyer agrees that MOUNTAIN WEST COMMERCIAL shall be entitled to a full commission (and/or agents of Seller) for properties presented to Buyer or Buyer's representatives during the term of this Agreement which result in a procuring cause of sale by MOUNTAIN WEST COMMERCIAL, the sellers, or the sellers' brokers or agents.
6. The parties agree to arbitrate any dispute between them arising out of this Exclusive Representation Agreement or any property. The parties acknowledge that this is a waiver of a right to a jury and to appeal. The Prevailing Party in any action shall be paid its attorneys' fees and all costs incurred in such action by the losing party, including any costs to collect such amounts. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be whether by compromise, settlement, judgment, appeal, or the abandonment by the other party of its claim or defense. The attorneys' fees awarded shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all reasonably incurred attorneys' fees.
7. Except to the extent arising from MOUNTAIN WEST COMMERCIAL'S gross negligence or willful misconduct, MOUNTAIN WEST COMMERCIAL'S liability for any breach or negligence in its performance under this Exclusive Representation Agreement shall be limited to the greater of \$50,000 or the amount of compensation actually received by MOUNTAIN WEST COMMERCIAL hereunder. MOUNTAIN WEST COMMERCIAL shall not be liable to Buyer for any (a) claims for personal injury, property damage, or loss in value of the property arising from or related to the physical condition of the property, including, without limitation, any soils, structural, or design problems; (b) claims or action arising from or due to any inaccuracy in information known or unknown by the seller or lessor of the property, or furnished or unfurnished by said seller or lessor; (c) agreement entered into by Buyer with respect to the property and/or addenda thereto; (d) dispute or action concerning or arising from Buyer's decision to consummate or not consummate a transaction; (e) claims, disputes or actions or services including, but not limited to, the inspection, financing, purchase or lease of the property; and (f) any responsibility for the completion of repairs to the property, including but not limited to, structural or pest control work. Buyer acknowledges that Buyer has been advised by MOUNTAIN WEST COMMERCIAL to consult and retain experts to advise and represent concerning the legal, financial and tax effects of this Agreement and the effect of consummating a transaction, as well as the condition of the property and/or the legality of the property uses, including, but not limited to, the property's improvements, equipment, soil, tenancies, title and environmental aspects. MOUNTAIN WEST COMMERCIAL shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Buyer and MOUNTAIN WEST COMMERCIAL. Buyer further acknowledges that in determining the financial soundness of any prospective property or transaction, Buyer will rely solely upon Buyer's own investigation, notwithstanding MOUNTAIN WEST COMMERCIAL'S assistance in gathering such information. This is the full and complete agreement between the parties related to the subject matter contained herein. The Agreement shall be governed and construed in accordance with the laws of the State of Utah. The undersigned Buyer hereby acknowledges receipt of a copy of this Agreement.

Mountain West Commercial, LLC

Broker: _____
Sales Agent: _____
Date: _____

Buyer: American Fork City
(Company Name)

By: _____
Its: Mayor
Date: _____



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 13, 2021**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action on the Technical Planning Assistance Program Funds Cooperative Agreement for the American Fork Bus Transit Study

SUMMARY RECOMMENDATION Staff recommends approval of the Technical Planning Assistance Program (TPAP) Funds Cooperative Agreement for the American Fork Transit Circulator Study

BACKGROUND American Fork City has been awarded a grant for \$88,569 from the Utah Department of Transportation (UDOT) for the American Fork Transit Circulator Study. Staff worked with UDOT and the Utah Transit Authority to develop the scope of work for the project, which is attached. In order to obtain the TPAP funding, the City needs to enter into a Cooperative Agreement with UDOT.

BUDGET IMPACT The \$6,432 match for this grant was approved in the FY2021 budget.

SUGGESTED MOTION Mr. Mayor, I move to approve the Technical Planning Assistance Program (TPAP) Funds Cooperative Agreement for the American Fork Transit Circulator Study as presented and authorize the City to execute the associated agreement.

SUPPORTING DOCUMENTS

Technical Planning Assistance Program Coop Agreement - American Fork (DOCX)
American Fork Scope of Work - Final (DOCX)

TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is entered into on _____, by and between Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and American Fork City (“Local Government”), a political subdivision of the State of Utah. UDOT and Local Government are collectively referred to as “parties” and each may be referred to individually as “party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated money for the Technical Planning Assistance Program (“Program”). The funding is intended to help local governments plan for future land use and transportation; and

WHEREAS, funds from this Program will be used to pay for costs for approved scope of work; and

WHEREAS, the Local Government has committed a local match amount in order to receive Program funding from UDOT; and

WHEREAS, this Agreement describes the amount of the funds that will be used for approved scope of work for a plan or study addressing future land use and transportation.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Initial Scope of Work. UDOT must approve the initial scope of work and any material modifications thereto during the development of the plan or study.
2. Local Match Amount. Local Government commits to match the amount of \$6,432 in order to receive the eligible Program fund amount of \$88,569. UDOT will deliver the Program funds in one lump-sum payment no later than 60 days after the agreement is signed by both parties.
3. Progress Report. Local Government will submit to UDOT a brief, one-page progress report for each quarter of the calendar year. The progress report will be submitted within 30 days after the end of each quarter and shall include the following:
 - a. A brief description of the progress and tasks completed for the approved scope of work for the plan or study.
 - b. A summary of the funds expended and budget remaining.

4. Additional Information. The Local Government will cooperate with any of UDOT's requests for information or status concerning the plan or study.
5. Adoption of Plan or Study. After the project is complete, the Local Government will adopt or start the process to adopt the results of the plan or study.
6. No Additional Funds. Unless specifically agreed to in writing, UDOT and Local Government will not be required to contribute additional funds unless specifically described in an amendment to this Agreement. However, if Local Government decides to cancel or abandon the project described in the approved scope before it is complete, UDOT may require Local Government to return all or a portion of the awarded Program funds.
7. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of five (5) years unless agreed to by the Parties in an amendment to this Agreement.
8. Termination. In the event the Local Government does not comply with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. If the Local Government does not remedy the breach within a reasonable time period, UDOT may terminate the Agreement. In the event of termination for non-compliance, UDOT may require all or a portion of the Program funds to be returned.
9. Amendment/Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.
10. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.
11. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.
12. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Title: Program Development Director

Date: _____

AMERICAN FORK CITY

By: _____

Title: _____

Date: _____

Approved as to form:

Scope of Work for Technical Planning Assistance Funding for the American Fork Transit Circulator March 2021

Introduction and background

The objectives of the study are to analyze the feasibility and justification for a transit route that potentially will be known as the American Fork Transit Circulator. This transit route, if implemented, will increase mobility in the City of American Fork by connecting major employment centers, residential areas, and transit hubs such as the Front Runner station, and other existing and or future transit stations. This circulator route will run through American Fork.

The City of American Fork is experiencing tremendous growth in the Transit-Oriented Development (TOD) area known as Patriot Station, as well as in adjacent industrial and commercial areas. This area is centered around the Front Runner Station but is also bound by I-15, Pioneer Crossing, and the future Vineyard Connector. The city also has a large commercial area on the northeast side of I-15 known as the Meadows, which is adjacent to a planned, future Bus Rapid Transit (BRT) station. The emphasis is on enabling transportation choices by focusing on multi-modal abilities including a bus route shown on the map presented later in this document.

This study is looking to the future and is being planned now as a way to improve the transit choices in the area. It will look at potential ridership, route options, and infrastructure needed. Not all the infrastructure components identified in this study are currently in place and might not be built for a few years. Three conceptual future components have been identified as having a significant impact on the future routing. These components with some background are:

- **Central Corridor BRT** – Utah Transit Authority (UTA) in collaboration with the Utah Department of Transportation (UDOT), Mountainland Association of Governments (MAG) and seven cities in Utah County (Lehi, American Fork, Pleasant Grove, Lindon, Orem, Vineyard and Provo), have performed a study to evaluate options for faster and more frequent high-capacity transit service between Lehi and Provo.
- **Flyover of 700 West over the Frontrunner Tracks** – This is tied to the future Vineyard Connector. UDOT was conducting a re-evaluation of the environmental study for the Vineyard Connector, which may eliminate this crossing over the Frontrunner tracks from the UDOT project. The reevaluation of the environmental assessment for the Vineyard Connector in American Fork is currently on-hold at the request of American Fork City and until the North Lakeshore Transportation Study has been completed by MAG.

- **Flyover Crossing I-15 from Pioneer Crossing to the Meadows Area** - There was a study that evaluated this as a potential project in the future, but this project is not currently represented on the MAG RTP. However, it is currently shown on the map for the North Lakeshore Transportation Study.

Regardless of the alignment of the Vineyard Connector, the two flyovers, as included in the American Fork City Transportation Master Plan, are crucial connections to create an integrated network from State/Main Street to the Patriot Station. Each of these components will take time to obtain approvals and funding for construction. In the interim, the City is proposing a shuttle that would utilize the existing roads, including the diverging diamond interchange at Pioneer Crossing and I-15. This study will examine several alternate routes that would be in place until the full infrastructure is built.

The City's goal is to have this transit route operational, in at least an interim configuration, within the next five years (by 2026).

Study Duration

American Fork City will solicit proposals from consultants to perform this study. The study is anticipated to be completed within a year of the Notice to Proceed. A detailed schedule showing the timing of deliverables and other project milestones will be required as part of the proposal.

Interim Deliverable: Schedule (Provided as part of the Proposal)

Project Scope and Study Questions

Public Involvement/Agency Coordination Plan

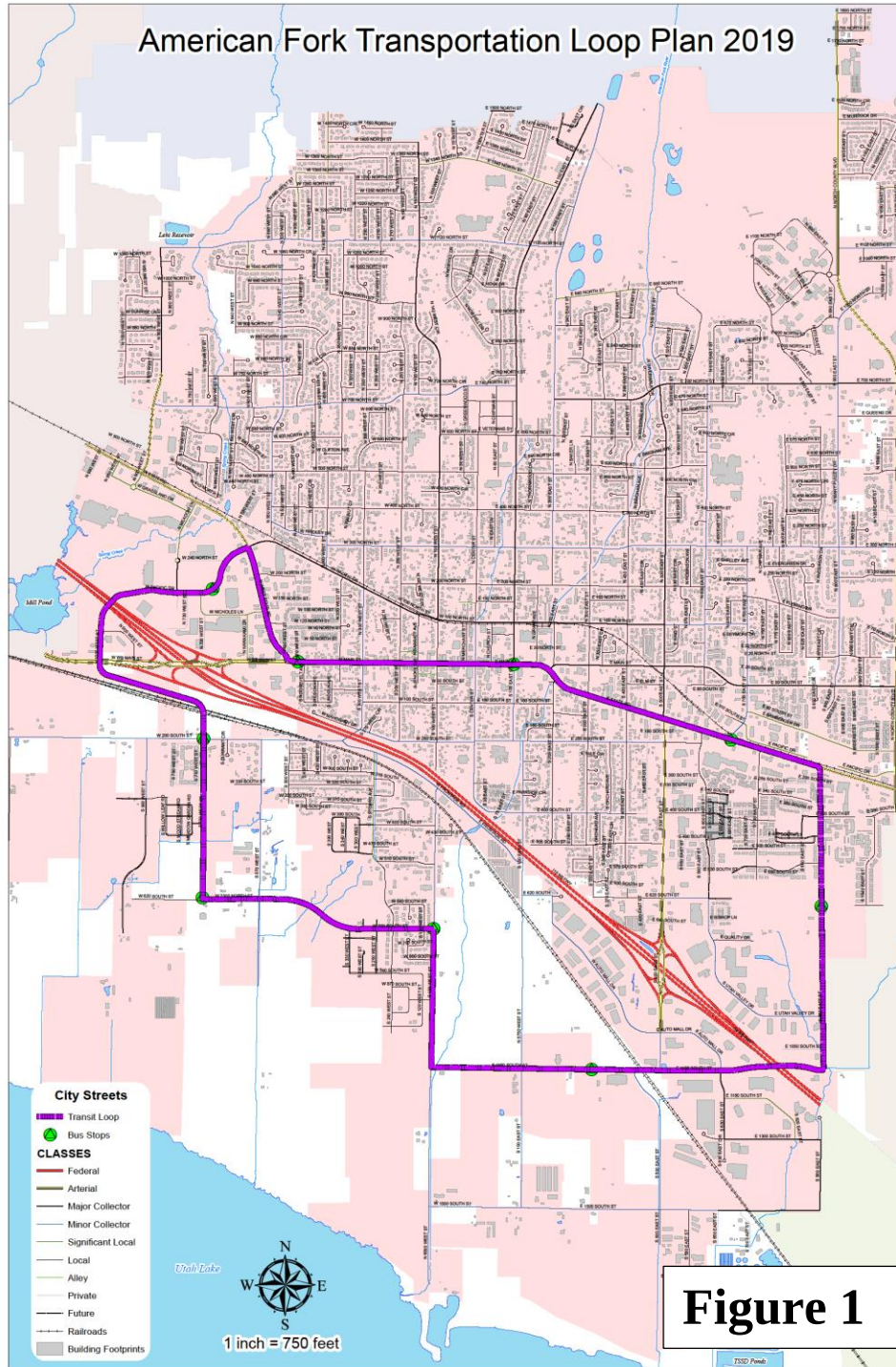
The study will include representatives from American Fork City, MAG, UTA, UDOT, business community and citizen groups. The selected consultant will identify other key stakeholders in addition to those specifically listed above and develop a plan for public involvement and agency coordination. This plan will include a schedule for meetings and outreach to ensure that the study integrates public comments, identifies and addresses issues, evaluates benefits and costs of this transit route, and incorporates feedback for consideration and planning.

Interim Deliverable: Public Involvement/Agency Coordination Plan

Identify potential route options

Based on implementation of the future components and including potential stops, American Fork City's initial concept of the route, is shown in Figure 1. This concept begins at the Front Runner station and travels north over the tracks to Pioneer Crossing. From there it would continue northeast over the future flyover that crosses I-15 to the Meadows commercial area. It would connect to a future transit station near Pacific and State Streets. From there it would proceed southeast through American Fork along State Street. It will then turn south onto 860 East and

proceed to 1100 South. At this point, it will cross over the existing flyover over I-15. It will then proceed through the Patriot Station area back to the station. Avoiding the existing interchanges is one of the benefits of this route.



As stated above, interim modifications would need to be made until all the planned infrastructure is in place. Although this is the City's preferred option, it hinges on future projects that are not currently funded. Considering the future unknowns, other options may be viable and or perhaps provide even greater benefit. The consultant selected to conduct this study will need to analyze the option presented above, identify alternatives, and make recommendations.

The selected consultant shall also make recommendations for stop locations based on the route and the data gathered by the work described in the next section. The study will also evaluate whether this line will run in mixed traffic lanes or in the dedicated BRT lanes that are being planned through American Fork where applicable. Service levels (headway and span), coordination with other bus service, non-loop options, bidirectionality, hours and timing will need to be considered. The preferred alternative recommended by the consultant needs to maximize the potential ridership, while creating a viable alternative to the use of personal vehicles in the area.

Interim Deliverable: Recommended Interim and Future Route(s)

Evaluation of potential for ridership

This study shall evaluate and estimate the potential ridership for the recommended transit route. This may be done by conducting polling, holding discussions with employers, analyzing traffic data, reviewing previous related studies, and forecasts from the Mountainland Association of Governments (MAG), or a variety of other methods as identified in the Public Involvement/Agency Coordination Plan. Public involvement will be a key component in receiving feedback regarding the routes and stops of the proposed loop. Although large in-person public meetings are not anticipated, online meetings may be held separately or in conjunction with other public meetings to increase public engagement.

The study will need to provide details on existing and future employers, residential developments, and other traffic generators. It must analyze the number of units, employees, and trips generated as well as provide general information regarding where the trips are going to and coming from. MAG data and reports, along with other relevant previous or concurrent studies will be very helpful for accomplishing this task.

Interim Deliverable: Ridership Forecasts

Costs and benefits

The study also needs to analyze the costs and benefits of this circulator. It should discuss the number of vehicle trips that may be reduced and the benefit on air quality and commute times. This also should include a discussion on the potential impact of the circulator to the Pioneer Crossing / I-15 interchange.

Interim Deliverable: Costs and Benefits Memo

Funding and Operations Plan

As part of this study, the consultant will develop a funding plan for operation and maintenance of the bus circulator. It is anticipated that this will be operated as part of the UTA system in coordination with Front Runner, the BRT and any other local transit routes.

Interim Deliverable: Funding and Operation Plan

Correlation with other plans

The study needs to discuss other related plans that UTA and UDOT have for this region including, but not limited to planned transit lines along State Street or Pioneer Crossing, the Vineyard Connector, and others. The study also needs to account for the future roads being planned in American Fork, including 200 South improvements and the two flyovers mentioned above.

Deliverables

Interim deliverables will be the compilation of data and recommendations to respond to the feasibility of a new transit service as described above. These will be presented in meetings with the key stakeholders to facilitate decisions and guide the outcome of the process.

The expected final deliverable for this study is a detailed report reviewed and approved by UDOT, UTA, MAG, and the American Fork City. The study shall answer the questions posed above along with any other relevant information and analysis of the problems and potential solutions. The report also needs to discuss potential funding sources and give a possible schedule for implementation of the circulator route.

Related studies and relevant literature

Many other studies and reports have looked at transit and transportation needs and solutions in this area, although none have analyzed this potential circulator. A sampling of some of the plans, studies, and other literature that may be useful in answering the study questions include:

Meadows Crossing Study by Horrocks Engineers (2016)
North County Transit Study, MAG (2015)
Utah County East/West Study, MAG (2009)
I-15 Corridor EIS, UDOT (2010)
TransPlan50 Regional Transportation Plan, MAG
State Street/U.S. 89 Environmental Study, Orem to American Fork 100 East, UDOT (2008)
North Utah County Transit Study, MAG (2015)
Vineyard Connector Environmental Study, UDOT (2008, re-evaluation currently on hold)
Commuter Rail Environmental Study, UTA (2004)
American Fork Bicycle & Pedestrian Master Plan
American Fork Transportation Master Plan
Master plans for Lehi, Pleasant Grove, and Lindon
First Mile-Last Mile Study, UTA
American Fork Station Area Plan (AFSAP), American Fork City (2014)
Central Corridor Transit Study, UDOT/UTA (on-going)
I-15 corridor study, UDOT (on-going)
North Lakeshore Transportation Study, MAG (on-going)
Future of FrontRunner, UTA (2018 or 2019?)
TOD Traffic Study (American Fork City – Hales Engineering, Ongoing)