AMERICAN FORK CITY COUNCIL
NOVEMBER 9, 2021
REGULAR SESSION AGENDA

Notice is hereby given that the American Fork City Council will meet in a regular session on Tuesday, November 9, 2021, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Hunter; roll call.
2. Presentation of the GFOA Distinguished Budget Award.
3. Acknowledgement of the Exemplary Service Award to American Fork Library by the Utah State Library.
4. Twenty-minute public comment period - limited to two minutes per person.
5. City Administrator's Report
6. Council Reports
7. 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 September 21, 2021, work session minutes.
2. Approval of the September 28, 2021, city council minutes.
3. Approval of the October 5, 2021, work session minutes.
4. Approval of the authorization to release the Improvements Durability Retainer of $17,246.22 for HARTS SERVICE STATION, located at 21 North 1020 West.
5. Ratification of city payments (October 20, 2021, to November 2, 2021) and approval of purchase requests over $50,000.

ACTION ITEMS

1. Review and action on the appointment of Wayne Anderson and Agnetta Schooley to the Senior Center Board.
2. Review and action on approval of a memorandum of understanding with the Utah Department of Workforce Services for the DWS to provide water assistance benefits for eligible low-income households.
3. Review and action on approval of a beer/alcohol beverage license for Sweet Lake LLC (dba Sweet Lake Biscuits and Limeade) located at 197 N. West State Road.
4. Review and action on a water banking agreement with Layne Downs for 6.26-acre feet of American Fork Irrigation water shares.
5. Review and action on a water banking agreement with Layne Downs for 3-acre feet of Highland Conservation District water shares.
6. Review and action on a resolution approving a land use map amendment located at 100 West 1500 South from the resort to the design industrial designation.
7. Review and action on an ordinance approving a zone map amendment from the M-1 Marina to the PI-1 Planned Industrial zone, located in the area of 100 West 1500 South.
8. Review and action on an agreement with Mobile Digital Insights LLC for fiber optics citizen feasibility study.

9. Review and action on an ordinance repealing Section 17.10.400 and adopting Chapter 17.19 of the American Fork City Code related to pioneering agreements for public facilities.
10. Review and action on a resolution adopting the American Fork City Storm Water Management Plan.
11. Review and action on approval of a real estate purchase contract for property located at approximately 100 East and 1100 South.
12. Review and action on an ordinance approving amendments to Section 15.01.1430 of the American Fork City Code relating to Cul-de-sacs.
13. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
14. Adjournment.

Dated this 5th day of November 2021.



Terilyn Lurker
City Recorder

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

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Common consideration regarding authorization to release the Improvements Durability Retainer of $ 17,246.22 for HARTS SERVICE STATION, located at 21 North 1020 West.

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 $ 17,246.22 for HARTS SERVICE STATION. 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

Documentation for Durability Release-Harts Service Station (PDF)
Durability_Release Authorization-Harts Service Station (PDF)

PERFORMANCE GUARANTEE BOND RELEASE INSPECTION

This is an application for Escrow Bond Release/ Performance Guarantee or Maintenance Bond partial or final release.

Project Information

Project Name: Harts Service Station

Project Address: .....

Type of Project ☐ Subdivision ■ Site Plan ☐ Road Project ☐ Underground Utility

Performance Guarantee Bond Information

Performance Guarantee Bond posted for site improvements in the amount of $ 189,708.47

Date of the Request: 11/29/2016

Amount of the Request: $ 172,462.25 Land Disturbance Permit No: .....

Type of Release: ☐ Partial Release ■ Final Release ☐ Warranty Period

Type of Bond: ■ Cash Deposit ☐ Letter of Credit ☐ Performance in Lieu

Field Inspection and Performance Guarantee Bond Release Information

☑ A field inspection was performed on the above referenced application on .....

☑ Recommended Performance Guarantee Bond Release: 172,462.25

☐ DO NOT Recommend Release or Reduction at this time for the following reasons:

1. .....
2. .....
3. .....
4. .....
5. .....
6. .....

I certify that the following recommendations are based on compliance with the American Fork City standards and technical specifications.

..... 12-1-16

City Inspector's signature Date

APPROVED

..... 12-1-16

City Engineer's signature Date

Attachment: Documentation for Durability Release-Harts Service Station (Durability Release - HARTS SERVICE STATION)

AMERICAN FORK
1853
PUBLIC WORKS

America
Publ
Phone: (801)763-3

Nestor & I called Dave today & decided we would deposit these checks & release the $ back to them after the council meeting on 12/13, w/holding the 10% for durability.
-AW 12/5/2016

Sold To: Harts Gas & Food

Cash/Check/Credit	Check #
Check	30994

Quantity		Amount		Total
1	Performance Bond	$141,042.56	$	141,042.56
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
		Total	$	141,042.56

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

GAS HARTS FOOD
Harts Gas & Food, LLC
PO Box 418
American Fork, UT 84003
801-756-9681

Wells Fargo Bank, N.A.
American Fork Branch
207 East Main
American Fork UT 84003

Check No. 030994
11-24/1210

Date	Payee ID
7/6/2016	102380

One Hundred Forty One Thousand Forty Two Dollars And 56 Cents

Pay This Amount
$141,042.56***

PAY TO THE ORDER OF

American Fork City
51 East Main
American Fork, UT 84003-0397 USA

Attachment: Documentation for Durability Release-Harts Service Station (Durability Release - HARTS SERVICE STATION)

American Fork City
Public Works
Phone: (801)763-3060 · Fax: (801)763-3005

Date: 12/5/2016
Receipt: 4870

Sold To: Harts Gas & Food

Cash/Check/Credit: Check
Check #: 30993
Last 4 of CC:

Quantity		Amount		Total
1	Performance Bond	$48,665.91	$	48,665.91
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
		Total	$	48,665.91

Attachment: Documentation for Durability Release-Harts Service Station (Durability Release - HARTS SERVICE STATION)

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.

DBA HARTS FOOD

Harts Gas & Food, LLC
PO Box 418
American Fork, UT 84003
801-756-9681

Wells Fargo Bank, N.A.
American Fork Branch
207 East Main
American Fork UT 84003

Check No. 030993
11-24/1210

Date	Payee ID
7/6/2016	102380

Forty Eight Thousand Six Hundred Sixty Five Dollars And 91 Cents

Pay This Amount
$48,665.91***

PAY TO THE ORDER OF

American Fork City
51 East Main
American Fork, UT 84003-0397 USA

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 HARTS SERVICE STATION 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: $ $17,246.22

PASSED THIS 9 DAY OF NOVEMBER, 2021

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Durability_Release Authorization-Harts Service Station (Durability Release - HARTS SERVICE STATION)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on the appointment of Wayne Anderson and Agnetta Schooley to the Senior Center Board with terms ending 2024.

SUMMARY RECOMMENDATION
Recommendation is to approve the appointments.

BACKGROUND
Wayne Anderson and his wife Beth have 7 children. Wayne loves creating model railroads, fishing, painting with watercolors and telling endless Dad Jokes. Wayne served a mission for the Church of Jesus Christ of Latter Day Saints in Virginia/North Carolina as well as a service mission in the Lindon Wed Pack Cannery and the Heber Valley Camp. He served in the U.S. Army for 27 years. His favorite holidays are Thanksgiving, Christmas, Easter and the 4th of July. Wayne's favorite memories are traveling in Japan, Korea, Germany & Texas ("You know, all those foreign countries"-Wayne). Wayne has already been an active volunteer and participant at the senior center and is excited to officially be on the board.

Originally from Stockholm, Sweden, Agnetta Schooley came to the United States on Feb. 7, 1967. She attended high school and 2 years of business school before becoming a Nanny. She met and married her husband in 1967 and together they have 2 daughters, 9 grandchildren and 5 great grandchildren. Throughout her life, she has worked as a cashier, Head Chef at JC Penny and in a catering business with a friend. In her free time, she enjoys gardening, sewing and reading. Agnetta came to Utah about 3 years ago to live with one of her daughters and is looking forward to participating on the senior center board.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to approve the appointments of Wayne Anderson and Agnetta Schooley to the Senior Center Board with terms ending 2024.

SUPPORTING DOCUMENTS

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Participation in the Water Assistance Program

SUMMARY RECOMMENDATION
Staff would recommend participation in the program

BACKGROUND
On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills.

The Department of Workforce Services is the state pass-through agency for this funding and it will be administered through the Housing and Community Development Division - State Community Services Office.

Water customers must meet income eligibility requirements and be in danger of water shut off. To offer this program to our customers, the City needs to complete an MOU with the Dept of Workforce Services. The program will end 9/30/23. Any approved assistance will be paid directly to the City to go towards a customers utility balance.

BUDGET IMPACT
Reduction of bad debt in utility accounts; minimal staff time to process receipt of payments.

SUGGESTED MOTION
I move to approve participation in the Water Assistance Program and authorize the Finance Director to execute a memorandum of understanding with the Department of Workforce Services.

SUPPORTING DOCUMENTS

Water Assistance Program FAQ (PDF)
MOU-Utah Department of Workforce Services (PDF)

Water Assistance Program - FAQs

1. **What is the Water Assistance Program?**

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills.

The Department of Workforce Services is the state pass-through agency for this funding and it will be administered through the Housing and Community Development Division - State Community Services Office.

2. **When will the program start?**

The program is being aligned with the HEAT program seasons and will be open for applications starting October 1st. The month of October is designated for outreach and target groups. This means that in October we will only be processing applications for households with at least one member that is 60+, disabled, or under 6 years old. This aligns with HEAT Program application procedures.

3. **When will the program be open to the general public?**

November 1, 2021

4. **What can the program pay for?**

The program can pay for four types of water fees/bills -

- Drinking water
- Wastewater
- Storm water
- Ground water

The program will also pay for other fees or arrearages if it is required to restore water services or prevent water shut-off for the household.

5. **Is this an on-going program?**

No, this is a time-limited program that will end September 30, 2023. A household may only receive benefit assistance from the program once in a program season (October-September).

6. **How can I apply for this program?**

We are aligning processes with the HEAT Program. The current HEAT application will be updated to include water. If a household is found eligible for HEAT, they may be categorically

Attachment: Water Assistance Program FAQ (Water Assistance Program)

eligible for Water Assistance as well. A customer can apply the same way they apply for HEAT - a mailed in paper application, walk-in to a local HEAT office (if they are taking walk-ins), online application through MyCase login, or over the telephone. Customers will be encouraged to apply for both programs at the same time.

The HEAT agencies will also determine eligibility for the Water Assistance Program.
HEAT Agencies:

- Bear River Association of Governments
- Futures Through Training
- Utah Community Action
- Mountainland Association of Governments
- Southeastern Association of Local Governments
- Six County Association of Governments
- Uintah Basin Association of Governments
- Five County Association of Governments

7. What are the eligibility requirements?

The income eligibility requirements are the same as the HEAT Program. These are some other basic eligibility requirements:

- 150% FPL
- U.S. Citizen or LPR
- Utah resident
- Responsible for their own water bill/costs

8. What is the maximum benefit a household can receive?

There are three priority groups with this program -

1. Households whose water has been disconnected/shut off
2. Households with a shut off notice and are in danger of water disconnection
3. Households that do not meet the first two groups, but need assistance with a current bill

The first six months of the program will only be open to households that meet the first two priority groups. Arrearages and fees will be paid for in the exact amount in order to get water service restored or a shut-off threat removed. The goal of the program is to restore water service and prevent water shut-offs.

Within the first six months, the program will re-evaluate the affordability of serving the third priority group. If the third priority group is served, the maximum benefit a household can receive is $360. This will be based on a benefit matrix that calculates the benefit based on income level, water burden, and target group credit.

8. How are benefits paid out?

Benefits can only be paid directly to a water company. Unlike in the HEAT Program, there are no circumstances where a benefit can be paid to a customer. In order for a water company to get paid the benefit on behalf of the customer, we must have a water provider (vendor) agreement on file and they must be known to the state FINET system.

9. What outreach efforts will be made to get the word out about the program?

We plan on conducting a social media campaign to advertise the program. We have held two stakeholder meetings with water providers in the state. Fliers and rack cards will be sent to water providers to include in their mailings. The program will be added to 211 as a resource. Fliers/rack cards will be shared with other DWS divisions to advertise to customers.

Agreement #_____

DEPARTMENT OF WORKFORCE SERVICES

MEMORANDUM OF UNDERSTANDING
FOR DWS SYSTEM ACCESS
BETWEEN THE
UTAH DEPARTMENT OF WORKFORCE SERVICES
AND
WATER PROVIDER

This Agreement is entered into between Utah Department of Workforce Services, hereinafter referred to as the Department or DWS, and the organization listed below, hereinafter referred to as Water Provider, collectively referenced as PARTIES:

_____
Organization

_____
Address

_____ _____ _____
City State Zip

DRAFT

Now therefore, the PARTIES agree as follows:

I. Purpose
DWS and the Water Provider enter into this Agreement to govern access and use of the Water Assistance Vendor Portal (System) for the purpose of DWS providing water assistance benefits directly to the Water Provider for eligible low-income households.

II. Period of Performance
This Agreement is effective October 1, 2021 through September 30, 2023 unless terminated sooner in accordance with the terms and conditions herein.

III. Information Sharing
The Water Provider shall utilize the Water Assistance Vendor Portal to verify water benefits paid by DWS directly to the Water Provider for water assistance to eligible households.

A. The Water Provider will be given System access to conduct a Benefit Issuance search for water assistance clients by check number or date range.
B. The System search results will provide residential and account information for the water assistance benefits the client has received.
C. The Water Provider will have access to the specific data elements listed below for the sole purpose of processing water assistance checks:
   1. Reports tab specific to Assigned Vendor Number
   2. Home tab to upload Annual Usage Reports for water assistance eligible households

IV. Water Provider Requirements

A. The Water Provider will provide DWS with a Customer Usage Data Report annually by the requested deadline.

B. The Water Provider will comply with *Attachment C - Water Type Agreement* and *Attachment D - Water Assistance Program Policy Manual* as incorporated by reference.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

Agreement #_____

IV. Termination

DWS may terminate this Agreement without prior notice if deemed necessary because of a requirement of law or policy, upon determination by DWS that there has been a breach of system integrity or security by the Water Provider, or a failure of the Water Provider to comply with the terms of this Agreement, established procedures, or legal requirements. This Agreement may be terminated without cause, in writing, with the mutual consent of the PARTIES.

V. Renegotiation or Modification

This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by the PARTIES hereto, and attached to the original signed copy of the Agreement.

VI. Attachments

The Water Provider agrees to comply with the terms of the following attachment(s).

Attachment A: Department of Workforce Services Non-Disclosure Agreement
Attachment B: DWS 3rd Party Access Request Form
Attachment C: Water Type Agreement
Attachment D: Water Assistance Program Policy Manual

VII. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."
B. Utah Administrative Code R986-100-110(4)(b), (c), (g).
C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Water Provider provisions (42 U.S.C. 1306, as amended).

VIII. Disclosure and Confidentiality Requirements

A. All Water Provider users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment B) to gain access to the system.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

B. Water Provider shall immediately notify the DWS Data Security Specialist (see "Contacts," below) when previously authorized employees are no longer authorized access to the system. DWS will notify the Water Provider if the DWS 3rd Party Access Request Form is revised. The Water Provider will use the most current version of the Form.

C. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Water Provider and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Water Provider's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment A).

D. Water Provider's employees shall only query information for individuals who are applying for or participating in Water Provider's programmed services.

E. The Water Provider shall have sufficient safeguards in place to ensure the personal information obtained from DWS Clients is used only for the purpose disclosed. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or any other means.

F. The information shall not be stored on any server accessible from the Internet or by unauthorized Water Provider personnel.

G. At the request of DWS, the Water Provider shall identify all personnel, by position, authorized to request and receive information.

H. Water Provider shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both.

   Section 63G-2-801(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor."

   Furthermore, Subsection (2) (a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled or protected record to which he is not legally entitled, and classifies such acts as Class B misdemeanors.

I. The Water Provider shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.

J. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

Agreement #_____

IX. Background Review

The Water Provider shall ensure that it has thoroughly investigated the employees who are given access to the system. The Water Provider will not grant access to employees whose background suggests they will be unable to meet the data security requirements of this Agreement. Specifically, employees whose background checks reveal fraud, identity theft, or substance abuse shall not be allowed to access this data. DUI convictions for all substances other than alcohol shall disqualify an employee from access.

X. Data Security

A. Water Provider shall complete and return a DWS 3rd Party Access Request Form (see Attachment B) for each individual who will access the Water Assistance Vendor Portal.
B. DWS reserves the right to implement a multi factor authentication process for access to the water assistance Vendor Portal during the term of this contract. DWS will coordinate with the vendor to set up multi factor tokens when appropriate.
C. Water Provider shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Water Provider shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.
D. Water Provider shall follow the information security guidelines set forth in the latest version of NIST 800-53.
E. The Water Provider shall control access based on need to know. Water Provider shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
F. DWS will maintain a query log containing the user identification, the date/time of each query. The query log may be used to monitor Water Provider compliance with the terms of this Agreement.
G. Water Provider shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. The Water Provider shall secure information in a manner to protect confidential files.
H. The Water Provider shall avoid printing or faxing any DWS confidential information unless necessary for required job duties, where no other methods exist to store or communicate the needed information. Printing or faxing may only occur at an approved third party site and may not occur in a telework or outreach environment.
I. Screenshots, photographs or other media images/recordings of DWS confidential information obtained in the water assistance Vendor Portal is prohibited unless requested by the DWS Water Assistance Team for troubleshooting purposes. This includes all DWS applications and any documents provided by DWS that contain confidential information.
J. DWS and Water Provider agree to train users accessing, disclosing, or receiving information under this Agreement, including Water Providers and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

disclosure. DWS has the right to review the Water Provider's disclosure-training program and require any changes necessary to said program.

K. DWS and Water Provider system security plans must include provisions warning of the potential statutory sanctions for individuals who violate access and disclosure provisions. Procedures governing sanctions and individual corrective actions under applicable statutory authority shall be pursued and taken against individuals who violate terms of this Agreement.

L. The Water Provider shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

M. The Water Provider shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Water Provider shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DWS. The Water Provider is responsible for all notification and remedial costs and damages.

N. The Water Provider shall develop a contingency plan for addressing access to any uniquely sensitive records such as public officials and celebrities.

O. The Water Provider shall notify DWS of any major change in a system platform (hardware or software) procedure or policy affecting transmission or distribution so that re-review of system safeguards can be initiated.

P. The Water Provider shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Water Provider. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or within a reasonable time frame, based on professional information technology industry standards and best practices:

1. Water Provider will have whole disk encryption on laptops and devices that are used to access the system.
2. Install the most recent OS service pack.
3. Install the most recent OS security updates.
4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
    a) enterprise management tools (vs. tools for home use)
    b) network vulnerability scanning tools
    c) deactivation of unauthorized ports
    d) wireless intrusion detection systems (WIDS)
    e) disabling peer-to-peer network capability
    f) disabling wireless peripheral access, such as Bluetooth
    g) disable the ability to connect to public wireless networks and those not authorized by Water Provider

Q. Maintain, monitor and analyze security audit logs.
R. Maintain controlled use of administrative privileges.
S. Continually assess vulnerability and remediate.
T. Limit and control network ports, protocols, and services.
U. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.

XI. Client Informed Consent

The Water Provider may only request/query information for individuals who are applying for or participating in the Water Provider's program. DWS shall include language in the Water Assistance Application expressly informing the applicant that DWS will share information with Water Provider concerning the applicant's participation in the identified programs for the purpose of determining eligibility and that by proceeding with the application, the applicant consents to such disclosure and authorizes DWS to share the information with Water Provider.

XII. Monitoring

The Water Provider shall permit DWS the right of compliance reviews and if applicable, onsite inspections without prior notification to ensure that the requirements of this Agreement are being met. Additionally, the Water Provider will allow compliance reviews and if applicable, onsite inspections by any other state and federal agencies with statutory oversight responsibility for the data being shared. The Water Provider will maintain a process sufficient to allow an audit of its compliance.

XIII. Imposition of Fees

The Water Provider will not impose any fees upon clients for services provided under this Agreement except as authorized by DWS.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

Agreement #_____

XIV. Equal Opportunity and Non-Discrimination

The Water Provider shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act, to the extent they apply to the subject matter of this contract.

XV. Indemnity

IF THE Water Provider IS A GOVERNMENTAL AGENCY: Both PARTIES to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both PARTIES of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third PARTIES, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these PARTIES.

IF THE Water Provider IS A NON-GOVERNMENTAL ENTITY: The Water Provider agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Water Provider's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

XVI. Contract Jurisdiction, Choice of Law and Venue

The provisions of this Agreement shall be governed by the laws of the State of Utah. The PARTIES will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

XVII. Separability Clause

A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

XVIII. Additional Requirements

Provisions incorporated into this Agreement by reference but not attached hereto include all other governmental laws, rules, regulations, or actions applicable to services provided herein.

Contact Information

Department of Workforce Services	Water Provider
Name:	Name
Position: Water Assistance Vendor Specialist	Position
Address: 140 E 300 S	Address

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

Agreement #_____

City, State Zip: Salt Lake City, UT 84111	City, State Zip
Phone:	Phone
Email:	Email

This Agreement and all documents incorporated by reference constitute the entire Agreement between the PARTIES and supersede all prior negotiations, representations, or Agreements, either written or oral between the PARTIES relating to the subject matter of this Agreement.

Signatures and Acknowledgement
By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

APPROVED FOR Water Provider:

_____
Signature Date

_____
Print Name /Title

APPROVED FOR DWS:

_____
Casey Cameron, Executive Director Date

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

DEPARTMENT OF WORKFORCE SERVICES

ATTACHMENT C: WATER TYPE AGREEMENT

I. Water Type(s) provided (please check all that apply):

☐Drinking Water

☐Wastewater

☐Stormwater

☐Ground-water

DRAFT

PURPOSE OF ATTACHMENT:

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills. Eligible households are defined as those meeting the criteria set forth in the Water Assistance Policy Manual (incorporated by reference as *Attachment D*), issued by the Utah DWS Department of Workforce Services, Water Assistance Program. This contract incorporates the requirements that must be met by WATER PROVIDERS as payments are made directly by DWS to WATER PROVIDERS.

SCOPE:

A. DWS will make payments directly to a WATER PROVIDER provided that:

1. WATER PROVIDER charges the household in WATER PROVIDER'S normal billing process.

2. WATER PROVIDER bills the household no more than the cost of the water/wastewater minus the cost of the payments received or expected from DWS.

3. WATER PROVIDER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of service, sale, credit, delivery, or price, including service charges, reconnection charges and payment plan arrangements due to their participation in the water assistance program.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

4. WATER PROVIDER agrees not to discontinue water service for at least 30 days after receiving verification of payment from DWS. Examples of valid water payment verifications will be available upon request from DWS.

5. WATER PROVIDER agrees to waive any security deposit billed to households approved for the Water Program. This does not apply to service initiation fees routinely charged by a WATER PROVIDER to both renters and owners alike as a condition of service.

6. WATER PROVIDER agrees to reconnect the client within 24 hours upon receiving verbal or written commitment of payment from DWS.

7. If a WATER PROVIDER is a utility regulated by the Public Service Commission of Utah, a WATER PROVIDER will supply energy in accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.

8. A WATER PROVIDER will ensure that payment by DWS is credited toward the household's water and wastewater costs.

9. If the water assistance benefit was paid in error or if fraud is determined, upon request, the WATER PROVIDER agrees to return the Water Assistance Benefit to DWS.

B. DWS will include a list of eligible households and amounts paid on behalf of households with each warrant paid to a WATER PROVIDER via the Water Vendor Portal.

C. CREDIT BALANCES

1. If a household discontinues service with a WATER PROVIDER, the WATER PROVIDER must return any water benefit credit remaining on the account to DWS with the Return Funds to State Form.

    a. If the household opens a new water utility account for a Utah address, the WATER PROVIDER may transfer the remaining credit balance directly to the new WATER PROVIDER without notifying DWS.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

b. a WATER PROVIDER may not return credit balances directly to the client.

D. In the event a WATER PROVIDER erroneously returns funds to DWS, DWS shall remit such funds to the WATER PROVIDER within 30 days after a determination that such return was in error.

E. RELEASE OF INFORMATION:

1. The WATER PROVIDER named above is a Retail Water Provider who represents and warrants that it is authorized to receive payment from DWS on behalf of a customer determined by DWS under the Water Assistance Guidelines to be an eligible Water Assistance applicant. a WATER PROVIDER will, with reference to an eligible Water Assistance applicant:

a. Upon verbal or written request from DWS, provide at no cost to DWS the eligible Water Assistance applicant's billing and usage history for the previous twelve (12) months. A WATER PROVIDER will transmit such billing history via electronic mail or facsimile by requested date each year.

b. WATER PROVIDER agrees to provide relevant account information including account balance, utility number, and a copy of recent utility bills when requested by DWS.

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

ATTACHMENT __A__

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.

2. The information shall be stored in a place physically secure from access by unauthorized persons.

3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.

4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.

5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

_____

Signature Date

_____

Print Name

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

Attachment: MOU-Utah Department of Workforce Services (Water Assistance Program)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on approval of a beer/alcohol beverage license for Sweet Lake LLC (dba Sweet Lake Biscuits and Limeade) located at 197 N. West State Road.

SUMMARY RECOMMENDATION
Staff recommends approval of the beer/alcoholic beverage license.

BACKGROUND
Sweet Lake LLC (aka Sweet Lake Biscuits and Limeade) is requesting approval of a beer/alcoholic beverage license. This is located at 197 N. West State Road.

BUDGET IMPACT
$300 application fee

SUGGESTED MOTION
Move approval of the beer/alcoholic beverage license for Sweet Lake LLC located at 197 N. West State Road.

SUPPORTING DOCUMENTS

Sweet Lake Beer.Alcohol Beverage Business License Application (PDF)

American Fork

Printed: 11/04/2021

Sweet Lake LLC

10/26/2021 - 12/30/2021

4130584

Beer/Alcoholic Beverage Business License Application

5c24b180-368d-11ec-8055-89d38a3f107c

General

Active

New

Application Review Status

Final-Review Not Reviewed

10/26/2021

Fees

New Beer/Alcoholic Beverage Application Fee	$300.00
Subtotal	**$300.00**
Amount Paid	**$0.00**

Payments

There are no payments

Application Form Data

(Empty fields are not included)

Applicant First Name
Jason

Applicant Last Name
Cone

Phone Number

Email Address
af@sweetlakefresh.com

Date of Birth

Age

Are you a US Citizen?

Attachment: Sweet Lake Beer.Alcohol Beverage Business License Application (Full restaurant liquor license - Sweet Lake)

Yes

Home Address (Street)

City

State
UT

Zip

Previous Home Address

Name of Business to be Licensed
Sweet Lake LLC

DBA
Sweet Lake Biscuits and Limeade

Business Address
197 North NW State St

City
American Fork

State
UT

Zip
84003

Business Phone
(801) 953-1978

Type of American Fork City License
Alcoholic Beverage License

Type of DABC License Applying for
Full Restaurant license

Please upload a copy of County Health Permit
Screenshot_20211026-120607_Drive.jpg

Attachment: Sweet Lake Beer.Alcohol Beverage Business License Application (Full restaurant liquor license - Sweet Lake)

Upload Local Consent Form

20211026_124218.jpg

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.

Jason Cone - 10/26/2021 12:48 pm

Attachment: Sweet Lake Beer.Alcohol Beverage Business License Application (Full restaurant liquor license - Sweet Lake)

Messages

Will you be serving liquor as well as beer?

Comments:

Yes, we are applying for the full restaurant license.

I have requested you to be added to the agenda of the next City Council Meeting which will be 2 weeks from yesterday, on November 9th at the old city hall, 31 Church Street. You will need to have a representative in attendance. I will let you know if it is still via zoom or in person. If it is zoom, someone will contact you with the information. Once you are approved, I can issue your license and sign your local consent so that you can apply for your state liquor license. You will receive updates through email.

Thank you!

Your application for Alcoholic Beverage License in on the City Council agenda for Tuesday, November 9th at 7:00 in person at 31 Church Street American Fork UT 84003.

Attachment: Sweet Lake Beer.Alcohol Beverage Business License Application (Full restaurant liquor license - Sweet Lake)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on the Water Banking Agreement for Water Shares with Layne Downs for 6.26 acre-feet of water.

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 6.26 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 6.26 acre-feet of water.

SUPPORTING DOCUMENTS

Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares ("**Agreement**") is entered into as of the 9th day of November 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. 9759 ("**Water Share**") representing 3.13 shares in American Fork Irrigation Company equivalent to 6.26 acre-feet of water 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 6.26 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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 (Water Banking Agreement for Water Shares with Layne

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.

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 (Water Banking Agreement for Water Shares with Layne

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.

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 (Water Banking Agreement for Water Shares with Layne

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

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

AMERICAN FORK CITY

_____ Attest: _____

Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

_____
By: Layne Downs

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 2021, Layne Downs personally appeared before me and duly acknowledged that he executed this Water Banking Agreement for Water Shares for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 (Water Banking Agreement for Water Shares with Layne

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 September 28, 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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 (Water Banking Agreement for Water Shares with Layne

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

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on the Water Banking Agreement for Water Shares with Layne Downs for 3.00 acre-feet of water.

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 3.00 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 3.00 acre-feet of water.

SUPPORTING DOCUMENTS

Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 Highland(DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares ("**Agreement**") is entered into as of the 9th day of November 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. _____ ("**Water Share**") representing 3.00 acre-feet in Highland Conservation District equivalent to 3.00 acre-feet of water 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 6.26 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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 Highland (Water Banking Agreement for Water Shares with

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.

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 Highland (Water Banking Agreement for Water Shares with

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.

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 Highland (Water Banking Agreement for Water Shares with

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

AMERICAN FORK CITY

_____ Attest: _____

Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

_____
By: Layne Downs

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 2021, Layne Downs personally appeared before me and duly acknowledged that he executed this Water Banking Agreement for Water Shares for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 Highland (Water Banking Agreement for Water Shares with

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 September 28, 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

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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2021.11.09 Highland (Water Banking Agreement for Water Shares with

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on a resolution approving a land use map amendment located at 100 West 1500 South from the resort to the design industrial designation.

SUMMARY RECOMMENDATION The planning commission recommended approval of the land use map amendment located at 100 West 1500 South as stated in the attached minutes of the October 20, 2021, planning commission meeting.

BACKGROUND The applicant proposes a land use map amendment from the resort to the design industrial designation. For further analysis, please refer to the attached staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the resolution approving a land use map amendment located at 100 West 1500 South from the resort to the design industrial designation.

SUPPORTING DOCUMENTS

Resolution (PDF)
Staff Report (PDF)
Planning Commission Minutes - October 20, 2021 (PDF)

RESOLUTION NO. _____

A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 100 WEST 1500 SOUTH FROM THE RESORT DESIGNATION TO THE DESIGN INDUSTRIAL DESIGNATION.

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

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

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

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

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

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

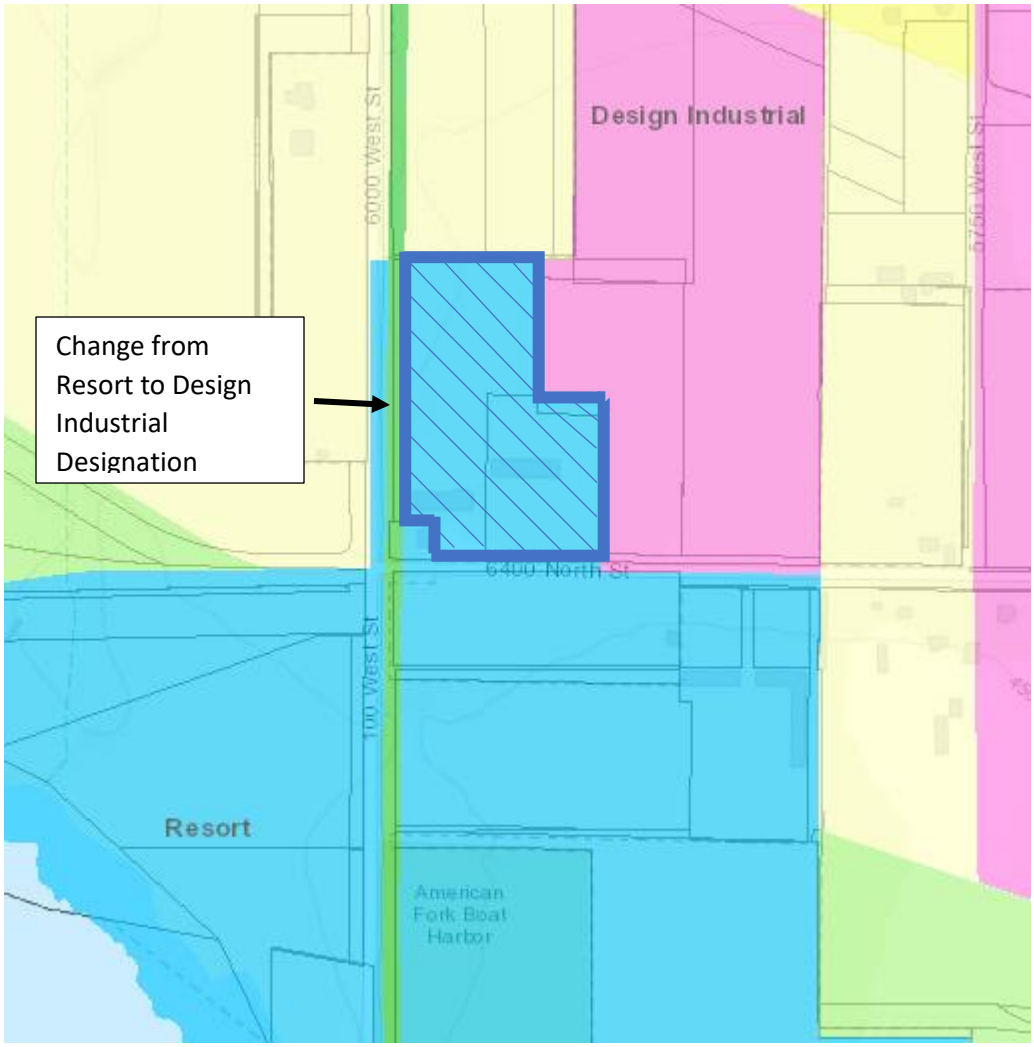
SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 100 West 1500 South be amended from the Resort designation to the Design Industrial designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

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

Attachment: Resolution (Land Use Amendment - 100 West 1500 South)

Exhibit A

Land Use Map



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

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

Attachment: Resolution (Land Use Amendment - 100 West 1500 South)

PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER 2021.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Resolution (Land Use Amendment - 100 West 1500 South)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: 10/20/2021
STAFF: Ben Hunter

AGENDA TOPICS:

Hearing, review and action on a land use map amendment from the Resort designation to the Design Industrial designation, located near the northeast corner of 1100 South and 100 West.

Hearing, review and action on a zone map amendment from the M-1 Marinal zone, located near the northeast corner of 1100 South and 100 West.

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

BACKGROUND INFORMATION		
Location:		Northeast corner of 1100 South and 100 West as shown on map
Applicants:		Bruce Frandsen
Existing Land Use:		Resort
Proposed Land Use:		Design Industrial
Surrounding Land Use:	North	Residential Very Low Density
	South	Resort
	East	Design Industrial
	West	Residential Very Low Density
Existing Zoning:		M-1 Marina
Proposed Zoning:		PI-1 Planned Industrial
Surrounding Zoning:	North	Unincorporated
	South	M-1 Marina
	East	PI-1 Planned Industrial
	West	PR-2.0 Planned Residential

Background

The applicant proposes to amend the land use and zone map designations for approximately 10 acres of land as shown on the attached map. The engineering report will detail needs for roads and trails which would be conditions of approval. The proposed changes would modify to the Design Industrial land use/Planned Industrial PI-1 zone from its current Resort designation/Marina M-1 zone.

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment with a finding that the proposed land use designations are incongruent with adjacent existing development and the existing Shoreline Protection designation.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment and instruct the developer/staff to _____.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment with a finding that the proposed zone changes are incongruent with adjacent existing development and the existing Shoreline Protection zone.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment and instruct the developer/staff to _____.

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: 10/06/2021
STAFF: Wendelin Knobloch

AGENDA TOPICS:

Hearing, review and action on a land use map amendment from the Resort, Very-Low-Density Residential, General Commercial and Shoreline Protection designations to the Design Industrial designation, located in the area of 1100 South and the Utah Lake Shoreline east and west of 100 West

Hearing, review and action on a zone map amendment from the M-1 Marina, SP Shoreline Preservation, PR-2.0 Planned Residential, and R-1-12,000 Residential zones to the PI-1 Planned Industrial zone, located in the area of 1100 South and the Utah Lake Shoreline east and west of 100 West

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

BACKGROUND INFORMATION		
Location:		1100 South and Utah Lake Shoreline east and west of 100 West as shown on map
Applicants:		Bruce Frandsen
Existing Land Use:		Various as advertised
Proposed Land Use:		Design Industrial
Surrounding Land Use:	North	Residential Low Density, Design Industrial
	South	Resort
	East	Design Industrial, Residential Low Density, Residential Very Low Density
	West	Shoreline Protection, Residential Low Density, Residential Very Low Density, Design Commercial
Existing Zoning:		Southern Half of Lot: R-4-7,500 Northern Half of Lot: R-2-7,500
Proposed Zoning:		R-4-7,500
Surrounding Zoning:	North	R-2-7,500
	South	R-4-7,500
	East	R-2-7,500
	West	R-2-7,500

Background

The applicant proposes to amend the land use and zone map designations for approximately 95 acres of land as shown on the attached map. The engineering report

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

will detail needs for roads and trails which would be conditions of approval. The southeastern portion would change to the Design Industrial land use/Planned Industrial PI-1 zone from its current Resort designation/Marina M-1 zone.

Boat Harbor Road provides a natural break point in this area between a mix of Design Industrial/Residential Low Density/Resort on the eastern side and Low Density/Very Low Density Residential, Marina and Shoreline Protection designations.

Introducing Design Industrial development into areas that already possess recent residential development (e.g., Harbor Village) will negatively impact existing dwellings and will also be incongruent with the growth of the Boat Harbor and the Shoreline Protection designation, therefore planning staff recommends denial of the application as presented at the time of this writing.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment with a finding that the proposed land use designations are incongruent with adjacent existing development and the existing Shoreline Protection designation.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment and instruct the developer/staff to _____.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment with a finding that the proposed zone changes are incongruent with adjacent existing development and the existing Shoreline Protection zone.

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

TABLE

Mr. Chairman, I move that we table action on the zone map amendment and instruct the developer/staff to _____.

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 10/20/2021

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

Project Name: South Side

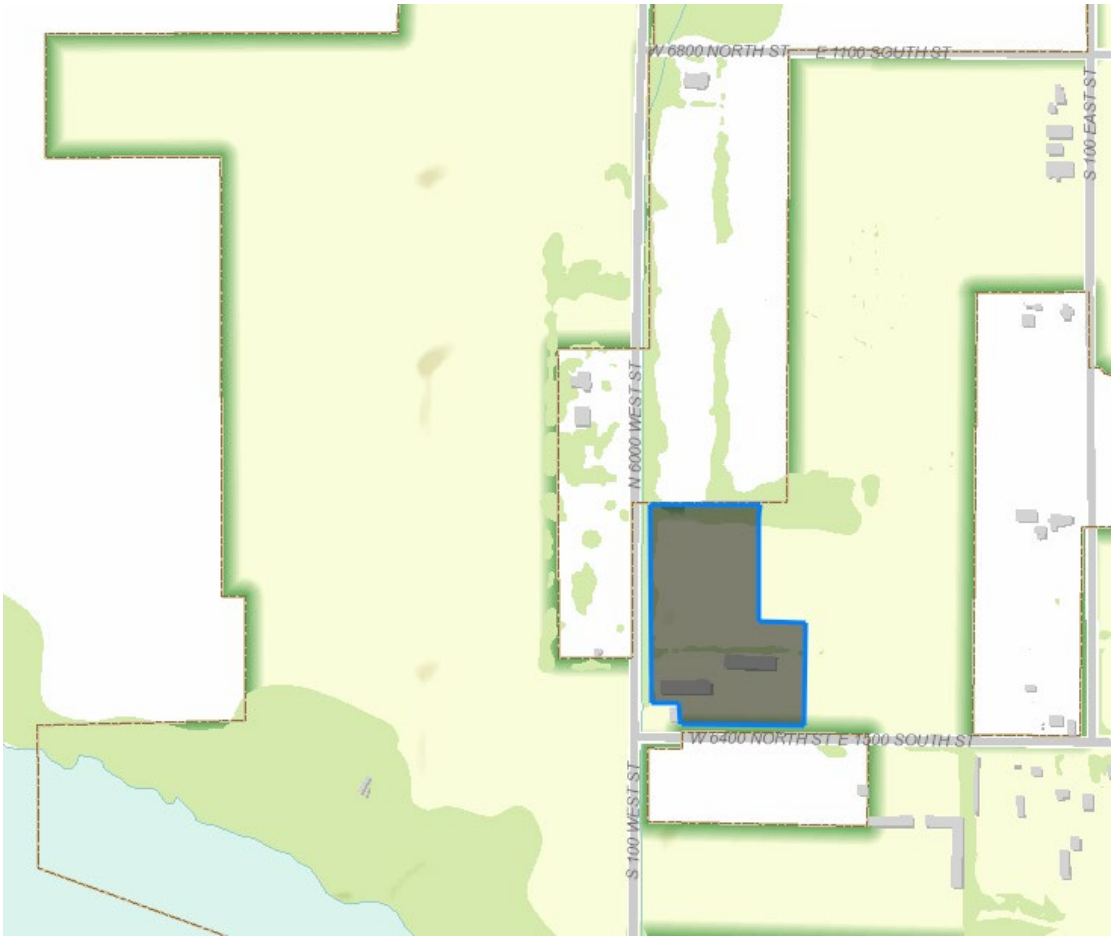
Project Address: 1600 South 100 West

Developer / Applicant's Name: Bruce Frandsen

Type of Application:

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

Project Map:



Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

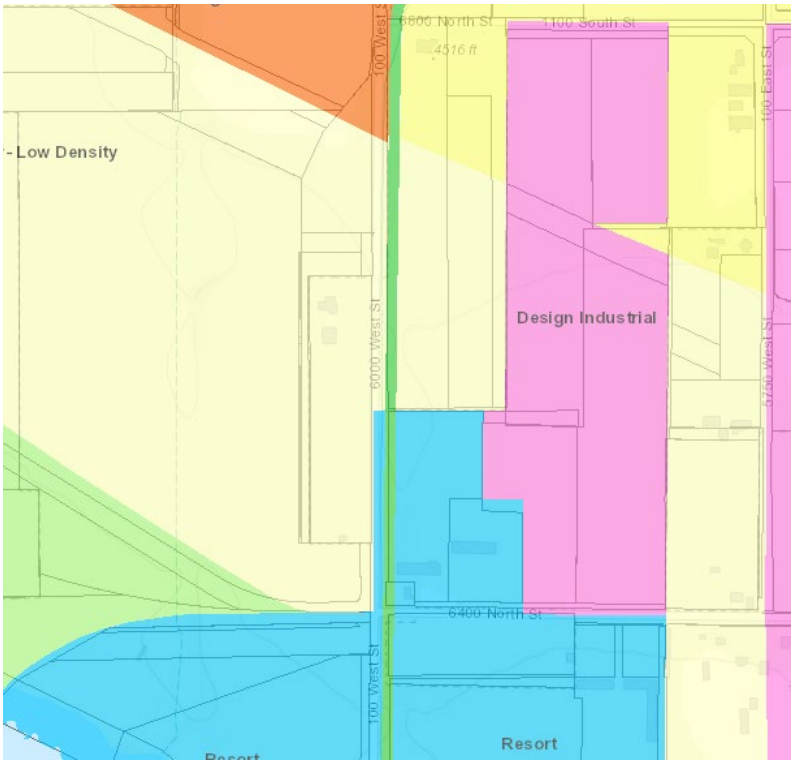
Engineering Division Requirements: As a condition of this zone map amendment, additional right-of-way shall be dedicated to the City at no cost to the City. Applicant shall provide to the City legal descriptions for the various dedications to be reviewed and approved prior to recording right-of-way deeds. Right-of-way dedication shall be shown on a subdivision plat that is submitted to the city for review within 60 days of the approved zone change or shall be dedicated to the city by deed within 60 days of the approved zone change as follows:

1. The City's Master Transportation Element and Bicycle and Pedestrian Element of the General Plan identifies 100 West as a minor collector with a shared use path and bike lane. The necessary right-of-way to meet American Fork City Standards and Specifications and cross sections for 100 West shall be dedicated to the City.

2. The City's Master Transportation Element and Bicycle and Pedestrian Element of the General Plan identifies 1500 South/Lake Shore Drive as a minor collector with a sidepath and bike lane. The necessary right-of-way to meet American Fork City Standards and Specifications and cross sections for 1500 South/Lake Shore Drive shall be dedicated to the City.

3. The City's Master Transportation Element and Bicycle and Pedestrian Element of the General Plan identifies 1100 South/570 West as a minor collector with a sidepath and a bike lane/buffered bike lane. The necessary right-of-way to meet American Fork City Standards and Specifications and cross sections for 1100 South/570 West shall be dedicated to the City.

Additional Information: The Planning Report has not been updated for this zone change request, which is a portion of the request on the 10/6/2021 agenda. The applicant proposes to amend the land use and zone map designations for approximately 10 acres of land to the Design Industrial land use/Planned Industrial PI-1 zone from its current Resort designation/Marina M-1 zone.



Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

AMERICAN FORK CITY – Public Works Department
275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

GENERAL PLAN AMENDMENT (purple)

Technical Review Committee Submittal Form

Project Name: South Side

Location: 100 West 1000 South to Lake Shore

Reason/Description:

Utah County Parcel No(s): 130750025, 130750028, 130670108, 130670110, 130650045, 130640060, 130640058, 130640055,

Property Owner Name: & South Side LLC

Property Owner Signature:

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Bruce Frandsen

Address: , American Fork, UT

Telephone: Fax:

Email:

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. **Five paper** submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. **Electronic** submittal on **DISC**:
   a. a full plan set in one (1) single pdf
   b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
   c. reports (drainage, geotechnical, title) each in a separate pdf – none
3. **Fee** as determined at time of Site Plan Review Fee: $250.00

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

PAID $ 250
PLAN REVIEW DEPOSIT
8/25/21

Current Form as

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

SUBMITTAL CHECKLIST (check to indicate items are included in submittal)

☐	Property Size (acres): _____
☐	What changing conditions make the proposed amendment reasonably necessary to promote the purpose of the American Fork City Land Use Plan? (typewritten)
☐	What is the current land use classification of the area to be considered? _____
☐	What land use classification are you proposing for the area to be considered? _____
☐	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

AMERICAN FORK CITY – Public Works Department
275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

~~ZONE CHANGE (blue)~~

Technical Review Committee Submittal Form

Project Name: South Side

Location: 100 West, from about 1000 S to Lake shore

Reason/Description:

Utah County Parcel No(s):

Property Owner Name: South Side LLC

Property Owner Signature:

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Bruce Frandsen

Address:

Telephone: Fax:

Email:

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. **Five paper** submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. **Electronic** submittal on **DISC**:
   a. a full plan set in one (1) single pdf
   b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
   c. reports (drainage, geotechnical, title) each in a separate pdf
3. **Fee** as determined at time of Site Plan Review Fee: $250.00

PAID $ 250
PLAN REVIEW DEPOSI
8/25/21

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

SUBMITTAL CHECKLIST (applicant – check the box to indicate items are included in this submittal)

☐	Property Size (acres): approx 95 Current Zone Classification: PR 2.0 & SP
☐	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)
☐	Does the proposed zone change conform to the Land Use Plan? ☐ Yes ☐ No If no, please submit a request for General Plan Amendment with this application.

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

☑	What zone classification are you proposing for the area to be considered? [redacted] PE-1
☑	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

Attachment: Staff Report (Land Use Amendment - 100 West 1500 South)

UNAPPROVED MINUTES

AMERICAN FORK CITY
PLANNING COMMISSION MINUTES
OCTOBER 20, 2021

The American Fork City Planning Commission met in a regular session on October 20, 2021, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman Woffinden
Bruce Frandsen
Jenny Peay
Harold Dudley

Absent: Chris Christiansen
Christine Anderson
Rod Brocious

Staff Present: Rob Shelton, Councilmember
David Bunker, City Administrator
Scott Sensanbaugher, Public Works Director
Rebecca Andrus, City Engineer
Ben Hunter, Engineer
George Schade, Communications
Lisa Halversen, Administrative Assistant

Others Present: Keaton Morton, Dave Morton

Chairman Woffinden led the "Pledge of Allegiance." He then stated that items 1 and 2 would be discussed together but voted on separately.

1. Hearing, review and action on a land use map amendment for property located in the area of 100 West 1100 South from the Resort to the Design Industrial designation

Mr. Hunter stated that the original proposal was for approximately 90 acres but has been modified. The applicant is currently proposing to amend the land use and zone map designations for approximately 10 acres of land as shown on the attached map. The engineering report will detail needs for roads and trails which would be conditions of approval. The proposed changes would modify from its current Resort designation/Marina M-1 zone to the Design Industrial land use/Planned Industrial PI-1 zone.

Attachment: Planning Commission Minutes - October 20, 2021 (Land Use Amendment - 100 West 1500 South)

There is a sewer lift station in the southwest corner, that parcel is not part of this proposal. The surrounding property to the north and to the south are not annexed, the property to the east is zoned Planned Industrial. This proposal is proposed to be zoned PI-1 so it would match the zoning and land use with the neighboring property. The applicant has provided a conflict-of-interest statement.

Mr. Bruce Frandsen, applicant, said that his plan is to do something similar to what has been going in in that area, perhaps tilt-up concrete buildings. The north sliver of the property on the north side of the road is the only portion that is realistically zoned for resort activity, the odor near the lift station makes it difficult to do resort activities in that area as it is currently zoned for.

Public Hearing Opened

No comments received.

Public Hearing Closed

Ms. Peay moved to recommend approval of the land use map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

Mr. Dudley seconded the motion. Voting was as follows:

Chairman Woffinden	**Aye**
Bruce Frandsen	**Aye**
Jenny Peay	**Aye**
Harold Dudley	**Aye**

The motion passed.

2. Hearing, review and action on a zone map amendment for property located in the area of 1100 South and 100 West from the M-1 Marina to the PI-1 Planned Industrial zone

Public Hearing Opened

No comments received.

Public Hearing Closed

Ms. Peay moved to recommend approval of the zone map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

Attachment: Planning Commission Minutes - October 20, 2021 (Land Use Amendment - 100 West 1500 South)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on an ordinance approving a zone map amendment from the M-1 Marina to the PI-1 Planned Industrial zone, located in the area of 100 West 1500 South.

SUMMARY RECOMMENDATION The planning commission recommended approval of the zone map amendment located at 100 West 1500 South as stated in the attached minutes of the October 20, 2021 planning commission meeting.

BACKGROUND The applicant proposes a zone map amendment from the M-1 Marina zone to the PI-1 Planned Industrial zone which follows the land use map amendment on this agenda. For further analysis, please refer to the attached application, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving a zone map amendment from the M-1 Marina to the PI-1 Planned Industrial zone, located in the area of 100 West 1500 South.

SUPPORTING DOCUMENTS

Ordinance (PDF)
Staff Report (PDF)
PC Minutes (PDF)

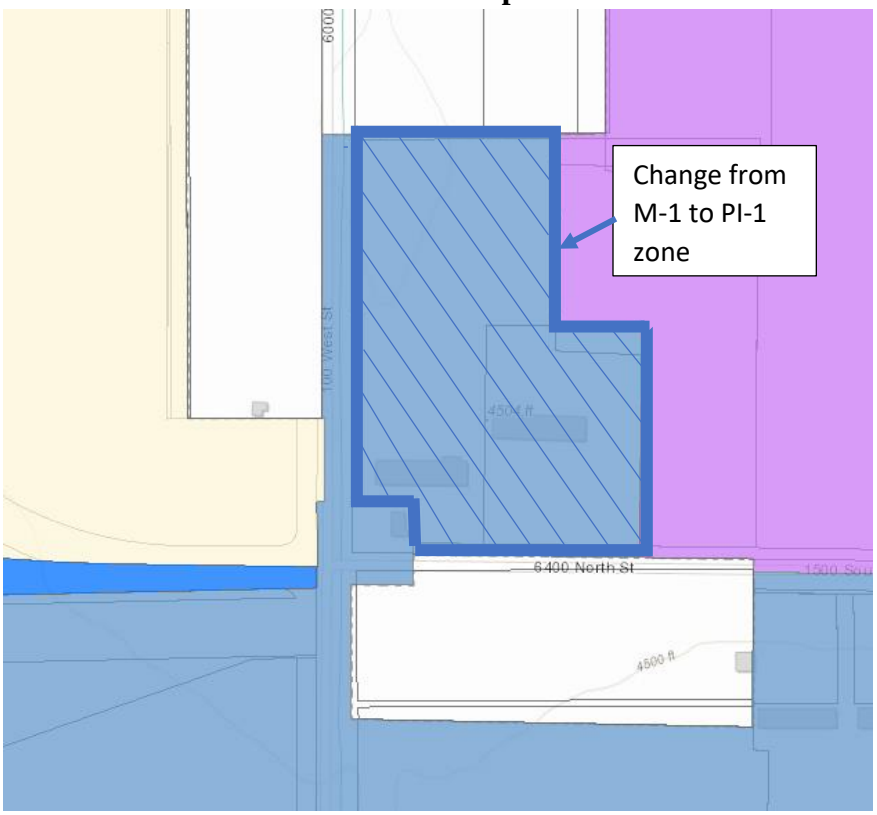
ORDINANCE NO.

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

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended from the M-1 Marina zone to the PI-1 Planned Industrial zone located in the vicinity of 100 West and 1500 South.

Zone Map



PART II

That said territory shall hereafter be subject to all requirements and conditions applicable with said zone.

PART III

That is Ordinance shall be in force and effect upon its passage and first posting as required by law.

Attachment: Ordinance (Zone Map Amendment - 100 East 1500 South)

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH THIS 9TH DAY OF NOVEMBER 2021.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Ordinance (Zone Map Amendment - 100 East 1500 South)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: 10/20/2021
STAFF: Ben Hunter

AGENDA TOPICS:

Hearing, review and action on a land use map amendment from the Resort designation to the Design Industrial designation, located near the northeast corner of 1100 South and 100 West.

Hearing, review and action on a zone map amendment from the M-1 Marinal zone, located near the northeast corner of 1100 South and 100 West.

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

BACKGROUND INFORMATION		
Location:		Northeast corner of 1100 South and 100 West as shown on map
Applicants:		Bruce Frandsen
Existing Land Use:		Resort
Proposed Land Use:		Design Industrial
Surrounding Land Use:	North	Residential Very Low Density
	South	Resort
	East	Design Industrial
	West	Residential Very Low Density
Existing Zoning:		M-1 Marina
Proposed Zoning:		PI-1 Planned Industrial
Surrounding Zoning:	North	Unincorporated
	South	M-1 Marina
	East	PI-1 Planned Industrial
	West	PR-2.0 Planned Residential

Background

The applicant proposes to amend the land use and zone map designations for approximately 10 acres of land as shown on the attached map. The engineering report will detail needs for roads and trails which would be conditions of approval. The proposed changes would modify to the Design Industrial land use/Planned Industrial PI-1 zone from its current Resort designation/Marina M-1 zone.

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment with a finding that the proposed land use designations are incongruent with adjacent existing development and the existing Shoreline Protection designation.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment and instruct the developer/staff to _____.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment with a finding that the proposed zone changes are incongruent with adjacent existing development and the existing Shoreline Protection zone.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment and instruct the developer/staff to _____.

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: 10/06/2021
STAFF: Wendelin Knobloch

AGENDA TOPICS:

Hearing, review and action on a land use map amendment from the Resort, Very-Low-Density Residential, General Commercial and Shoreline Protection designations to the Design Industrial designation, located in the area of 1100 South and the Utah Lake Shoreline east and west of 100 West

Hearing, review and action on a zone map amendment from the M-1 Marina, SP Shoreline Preservation, PR-2.0 Planned Residential, and R-1-12,000 Residential zones to the PI-1 Planned Industrial zone, located in the area of 1100 South and the Utah Lake Shoreline east and west of 100 West

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

BACKGROUND INFORMATION		
Location:		1100 South and Utah Lake Shoreline east and west of 100 West as shown on map
Applicants:		Bruce Frandsen
Existing Land Use:		Various as advertised
Proposed Land Use:		Design Industrial
Surrounding Land Use:	North	Residential Low Density, Design Industrial
	South	Resort
	East	Design Industrial, Residential Low Density, Residential Very Low Density
	West	Shoreline Protection, Residential Low Density, Residential Very Low Density, Design Commercial
Existing Zoning:		Southern Half of Lot: R-4-7,500 Northern Half of Lot: R-2-7,500
Proposed Zoning:		R-4-7,500
Surrounding Zoning:	North	R-2-7,500
	South	R-4-7,500
	East	R-2-7,500
	West	R-2-7,500

Background

The applicant proposes to amend the land use and zone map designations for approximately 95 acres of land as shown on the attached map. The engineering report

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

will detail needs for roads and trails which would be conditions of approval. The southeastern portion would change to the Design Industrial land use/Planned Industrial PI-1 zone from its current Resort designation/Marina M-1 zone.

Boat Harbor Road provides a natural break point in this area between a mix of Design Industrial/Residential Low Density/Resort on the eastern side and Low Density/Very Low Density Residential, Marina and Shoreline Protection designations.

Introducing Design Industrial development into areas that already possess recent residential development (e.g., Harbor Village) will negatively impact existing dwellings and will also be incongruent with the growth of the Boat Harbor and the Shoreline Protection designation, therefore planning staff recommends denial of the application as presented at the time of this writing.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment with a finding that the proposed land use designations are incongruent with adjacent existing development and the existing Shoreline Protection designation.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment and instruct the developer/staff to _____.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment with a finding that the proposed zone changes are incongruent with adjacent existing development and the existing Shoreline Protection zone.

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

TABLE

Mr. Chairman, I move that we table action on the zone map amendment and instruct the developer/staff to _____.

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 10/20/2021

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

Project Name: South Side

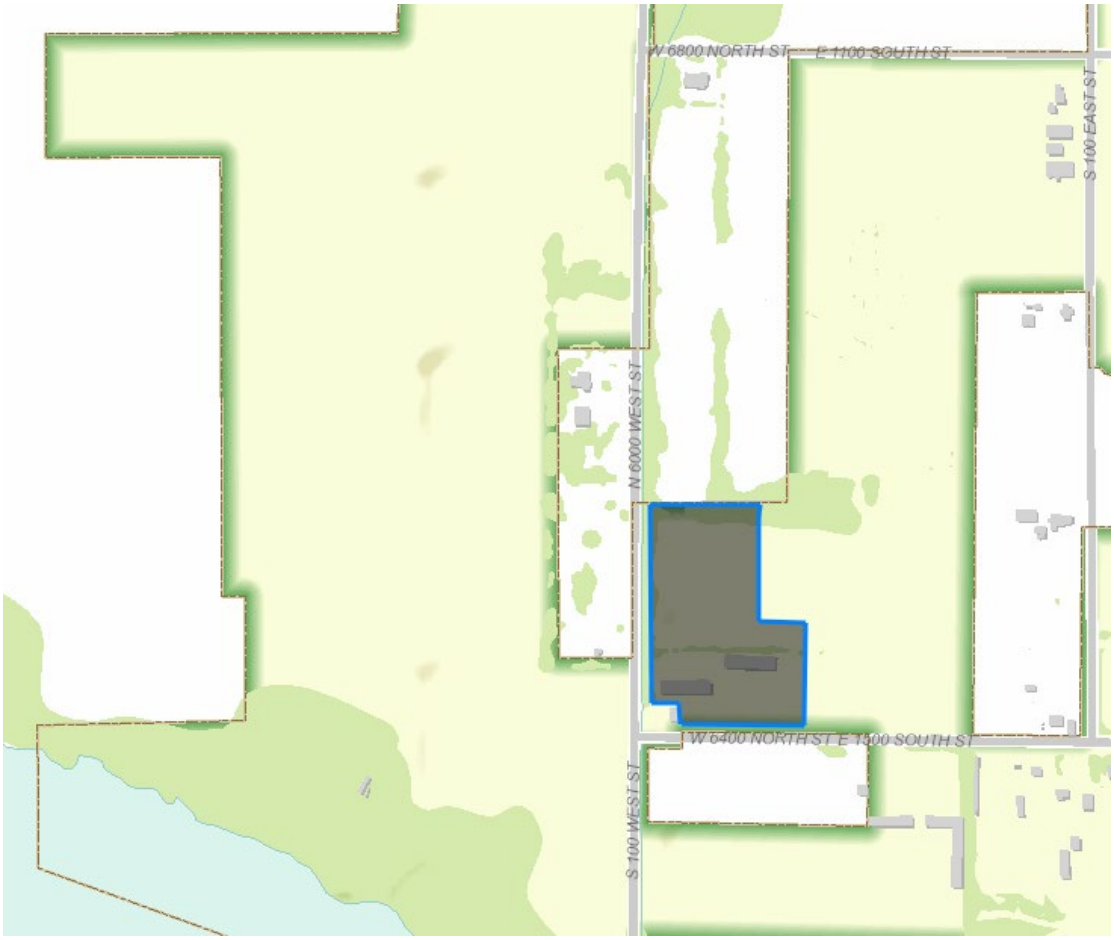
Project Address: 1600 South 100 West

Developer / Applicant's Name: Bruce Frandsen

Type of Application:

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

Project Map:



Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

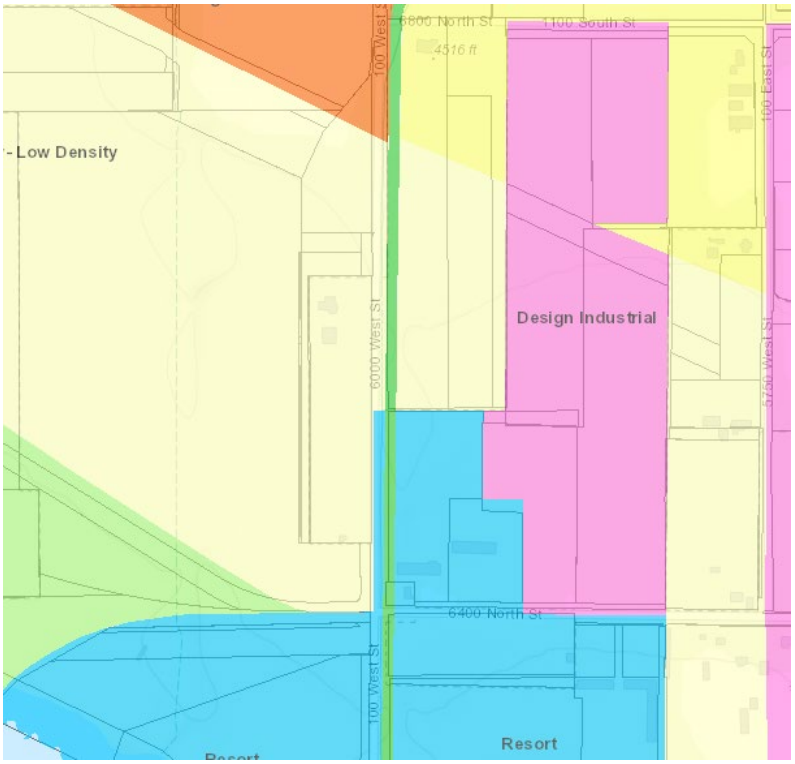
Engineering Division Requirements: As a condition of this zone map amendment, additional right-of-way shall be dedicated to the City at no cost to the City. Applicant shall provide to the City legal descriptions for the various dedications to be reviewed and approved prior to recording right-of-way deeds. Right-of-way dedication shall be shown on a subdivision plat that is submitted to the city for review within 60 days of the approved zone change or shall be dedicated to the city by deed within 60 days of the approved zone change as follows:

1. The City's Master Transportation Element and Bicycle and Pedestrian Element of the General Plan identifies 100 West as a minor collector with a shared use path and bike lane. The necessary right-of-way to meet American Fork City Standards and Specifications and cross sections for 100 West shall be dedicated to the City.

2. The City's Master Transportation Element and Bicycle and Pedestrian Element of the General Plan identifies 1500 South/Lake Shore Drive as a minor collector with a sidepath and bike lane. The necessary right-of-way to meet American Fork City Standards and Specifications and cross sections for 1500 South/Lake Shore Drive shall be dedicated to the City.

3. The City's Master Transportation Element and Bicycle and Pedestrian Element of the General Plan identifies 1100 South/570 West as a minor collector with a sidepath and a bike lane/buffered bike lane. The necessary right-of-way to meet American Fork City Standards and Specifications and cross sections for 1100 South/570 West shall be dedicated to the City.

Additional Information: The Planning Report has not been updated for this zone change request, which is a portion of the request on the 10/6/2021 agenda. The applicant proposes to amend the land use and zone map designations for approximately 10 acres of land to the Design Industrial land use/Planned Industrial PI-1 zone from its current Resort designation/Marina M-1 zone.



Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

AMERICAN FORK CITY – Public Works Department
275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

GENERAL PLAN AMENDMENT (purple)

Technical Review Committee Submittal Form

Project Name: South Side

Location: 100 West 1000 South to Lake Shore

Reason/Description:

Utah County Parcel No(s): 130750025, 130750028, 130670108, 130670110, 130650045, 130640060, 130640058, 130640055,

Property Owner Name: & South Side LLC

Property Owner Signature:

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Bruce Frandsen

Address: , American Fork, UT

Telephone: Fax:

Email:

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. **Five paper** submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. **Electronic** submittal on **DISC**:
   a. a full plan set in one (1) single pdf
   b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
   c. reports (drainage, geotechnical, title) each in a separate pdf – none
3. **Fee** as determined at time of Site Plan Review Fee: $250.00

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

PAID $ 250
PLAN REVIEW DEPOSIT
8/25/21

Current Form as

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

SUBMITTAL CHECKLIST (check to indicate items are included in submittal)

☐	Property Size (acres): _____
☐	What changing conditions make the proposed amendment reasonably necessary to promote the purpose of the American Fork City Land Use Plan? (typewritten)
☐	What is the current land use classification of the area to be considered? _____
☐	What land use classification are you proposing for the area to be considered? _____
☐	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

AMERICAN FORK CITY – Public Works Department
275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

~~ZONE CHANGE (blue)~~

Technical Review Committee Submittal Form

Project Name: South Side

Location: 100 West, from about 1000 S to Lake shore

Reason/Description:

Utah County Parcel No(s):

Property Owner Name: South Side LLC

Property Owner Signature:

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Bruce Frandsen

Address:

Telephone: Fax:

Email:

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. **Five paper** submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. **Electronic** submittal on **DISC**:
   a. a full plan set in one (1) single pdf
   b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
   c. reports (drainage, geotechnical, title) each in a separate pdf
3. **Fee** as determined at time of Site Plan Review Fee: $250.00

PAID $ 250
PLAN REVIEW DEPOSI
8/25/21

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

SUBMITTAL CHECKLIST (applicant – check the box to indicate items are included in this submittal)

☐	Property Size (acres): approx 95 Current Zone Classification: PR 2.0 & SP
☐	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)
☐	Does the proposed zone change conform to the Land Use Plan? ☐ Yes ☐ No If no, please submit a request for General Plan Amendment with this application.

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

☑	What zone classification are you proposing for the area to be considered? [redacted] PE-1
☑	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

Attachment: Staff Report (Zone Map Amendment - 100 East 1500 South)

UNAPPROVED MINUTES

AMERICAN FORK CITY
PLANNING COMMISSION MINUTES
OCTOBER 20, 2021

The American Fork City Planning Commission met in a regular session on October 20, 2021, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman Woffinden
Bruce Frandsen
Jenny Peay
Harold Dudley

Absent: Chris Christiansen
Christine Anderson
Rod Brocious

Staff Present: Rob Shelton, Councilmember
David Bunker, City Administrator
Scott Sensanbaugher, Public Works Director
Rebecca Andrus, City Engineer
Ben Hunter, Engineer
George Schade, Communications
Lisa Halversen, Administrative Assistant

Others Present: Keaton Morton, Dave Morton

Chairman Woffinden led the "Pledge of Allegiance." He then stated that items 1 and 2 would be discussed together but voted on separately.

1. Hearing, review and action on a land use map amendment for property located in the area of 100 West 1100 South from the Resort to the Design Industrial designation

Mr. Hunter stated that the original proposal was for approximately 90 acres but has been modified. The applicant is currently proposing to amend the land use and zone map designations for approximately 10 acres of land as shown on the attached map. The engineering report will detail needs for roads and trails which would be conditions of approval. The proposed changes would modify from its current Resort designation/Marina M-1 zone to the Design Industrial land use/Planned Industrial PI-1 zone.

Attachment: PC Minutes (Zone Map Amendment - 100 East 1500 South)

There is a sewer lift station in the southwest corner, that parcel is not part of this proposal. The surrounding property to the north and to the south are not annexed, the property to the east is zoned Planned Industrial. This proposal is proposed to be zoned PI-1 so it would match the zoning and land use with the neighboring property. The applicant has provided a conflict-of-interest statement.

Mr. Bruce Frandsen, applicant, said that his plan is to do something similar to what has been going in in that area, perhaps tilt-up concrete buildings. The north sliver of the property on the north side of the road is the only portion that is realistically zoned for resort activity, the odor near the lift station makes it difficult to do resort activities in that area as it is currently zoned for.

Public Hearing Opened

No comments received.

Public Hearing Closed

Ms. Peay moved to recommend approval of the land use map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

Mr. Dudley seconded the motion. Voting was as follows:

Chairman Woffinden	**Aye**
Bruce Frandsen	**Aye**
Jenny Peay	**Aye**
Harold Dudley	**Aye**

The motion passed.

2. Hearing, review and action on a zone map amendment for property located in the area of 1100 South and 100 West from the M-1 Marina to the PI-1 Planned Industrial zone

Public Hearing Opened

No comments received.

Public Hearing Closed

Ms. Peay moved to recommend approval of the zone map amendment subject to any findings, conditions, and modifications found in the Engineering Report.

Attachment: PC Minutes (Zone Map Amendment - 100 East 1500 South)

Mr. Dudley seconded the motion. Voting was as follows:

Chairman Woffinden	**Aye**
Bruce Frandsen	**Aye**
Rod Brocious	**Aye**
Jenny Peay	**Aye**

The motion passed.

3. Hearing, review and action on a preliminary plan and final plat for Beck Hillside Estates consisting of 15 lots, located in the area of 760 North 200 East in the R-1-9,000 zone

Mr. Hunter told commissioners that Beck Hillside Estates proposes 15 lots on 5.49 acres, with an overall density of 2.7 du/ac. The property recently had a zone change and was given a zone designation of R1-9,000. Access to Greenwood Creek is provided off 200 East. All lots meet or exceed the requirements of the R1-9,000 zone.

Staff recommends denial of the preliminary plan and of the final plat based on the plan set that City Staff provided to the applicant on October 5, 2021 with outstanding TRC comments that must be resolved in order to meet City requirements. The applicant submitted additional documents on Thursday, October 7, which did not give City Staff a reasonable amount of time to review the submittal and confirm that all TRC comments have been addressed.

Chairman Woffinden asked if the city has received the geotechnical report yet, as he hasn't seen it. Mr. Hunter indicated that the third-party engineer reviewed it, and there are outstanding comments that need to be addressed. Developer submitted an updated report that is currently being reviewed by the third-party to ensure that all concerns were addressed.

Chairman Woffinden reminded city staff that he is a licensed geologist and is supposed to receive all geotechnical reports for review as well. He has not seen a copy of this report yet. Further, he was very displeased upon hearing that the applicant considers the planning commission merely an obstacle to be overruled by the city council. He stated that he is getting very tired of developers coming before the commission with their project before they are ready. This practice is a waste of staff's time and the commissioners' time. He explained that the engineering and planning divisions are very short on staff at the moment and developers will not help themselves by trying to push their way on the agenda when they aren't ready. He suggests tabling the motion until the proposal is 100% complete.

Mr. Dudley said that this issue of proposals that aren't ready has come up before, it is his understanding that it was at the request of the applicant that they are on the agenda tonight. Mr. Hunter confirmed. Mr. Dudley felt that they should be given some time to explain their position.

Mr. Dave Morton, developer, apologized to the commissioners. He indicated that their goal wasn't to try and push things through in an incorrect manner. This proposal is their second set of

Attachment: PC Minutes (Zone Map Amendment - 100 East 1500 South)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on an agreement with Mobile Digital Insights, LLC, for fiber optics citizen feasibility study.

SUMMARY RECOMMENDATION
Staff would recommend approval of the agreement.

BACKGROUND
This agreement would allow the city to work with MDI for an online survey to query citizens across the city regarding fiber optics in American Fork.

BUDGET IMPACT
$9,370

SUGGESTED MOTION
Move to approve the agreement with MDI for $9,370 and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

SOW 1572021US Fiber Optic Feasibility_American Fork UT_11-5-2021 (PDF)

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OCEANIA, AFRICA, ASIA, AMERICAS

Attention: Camden Bird
City of American Fork, Utah
51 E Main St. American Fork, UT 84003
Contact: Camden Bird (CBird@americanfork.gov)

November 5, 2021

Project name:
Fiber Optics Citizen Feasibility – American Fork – 1572021US

Service provider
Mobile Digital Insights, LLC (MDI)

Service receiver
City of American Fork, Utah

Background

American Fork City owns existing broadband network assets. But due to state regulations, further installation was halted. However, American Fork is still considering how to leverage their assets to facilitate better internet service and coverage in the community in a more affordable way.

In this case, one consideration is to have American Fork own the assets by laying the fiber optic cable sufficient to connect all homes. The City would then create a network that Internet Service Providers can use to distribute the service more equitably throughout American Fork. Potentially, the initiative would fund itself.

To this end, the City wants to first gauge citizen attitudes toward the idea before aligning on a direction. American Fork has asked MDI Research, a leader in City Research, to propose an approach for querying citizens about the subject.

Research Approach.
MDI proposes fielding a <12-minute online survey to query citizens across the City. The invitation to take the survey would be sent by MDI through email and SMS text (American Fork would provide all email addresses and phone numbers).

MDI and American Fork would collaborate on the best set of questions to keep the survey as short, but as useful, as possible. We will schedule 1-2 brainstorming sessions to kick off the project and collaborate on the final topics/survey questions. Questions might include, but not be limited to, the following:

- Which of the following services do you currently have in your home (Internet usage).

Attachment: SOW 1572021US Fiber Optic Feasibility_American Fork UT_11-5-2021 (Mobile Digital Insights LL - Fiber Optics Citizen Feasibility)

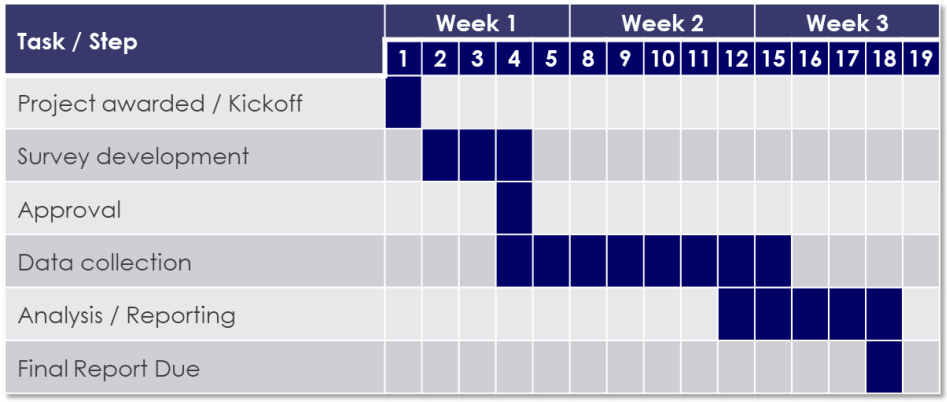
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- Which one is your primary means of accessing Internet content in your home?
- Subscription or wireless
- Who is your current primary home Internet provider? (List of local providers)
- How many combined hours of personal Internet use does your household do on a typical day? Please include time for browsing, doing email, doing social media, watching events, watching movies and all other uses.
- Do you run a business that requires Internet access from your home?
- Providing Internet service to American Fork residences requires underground cables and fiber optics, which is costly to develop. This "infrastructure" is typically provided through private Internet providers. Currently, the City of American Fork is considering (short paragraph description on proposed option(s)).

  How interested would you be if the City of American Fork provided this?
  - Very interested
  - Somewhat interested
  - Neither interested nor disinterested
  - Somewhat disinterested
  - Very disinterested

Timing:

MDI can execute the study in the timeframe shown below. Work will begin once this SOW is signed, based on the schedule below. Timing may be adjusted to meet city needs.



Sample size:

- We commonly get a 10% response rate. Therefore, if we email/SMS text to 2,000 households, we should expect to see 200 responses. Reminders will increase the completion rate.
- Optionally, we can send SMS messages to 2,000 residents from an available list of 9,000+ residents (this will be done if response rates from the email are lower than expected).
- Having 200 completes would be good. Having 400 completes would be excellent and would allow for more analysis of the data.

MDI Deliverables:

- Final survey instrument.
- Final report in PowerPoint with high-level analysis.

Attachment: SOW 1572021US Fiber Optic Feasibility_American Fork UT_11-5-2021 (Mobile Digital Insights LL - Fiber Optics Citizen Feasibility)

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American Fork Deliverables (before starting the project):

- Provide email list to invite residents.
- Provide phone numbers from which to invite residents via SMS texts.

Cost:

- The cost to complete this study, as proposed, is as follows:

Cost (City Recruits - website/email/text)	Fees USD$
Project management	$1,790
Interview guides / Survey programming	$1,790
Technology fees	$1,540
Customer/Prospect Incentive Costs	$410
Data extraction and cleaning	$510
Coding	$260
Analysis / Insights development / Report	$3,070
Total Research Investment	**$9,370**

Confirmed:

_____	_____
Ron Gailey	Camden Bird
President	Community Services Director
Mobile Digital Insights LLC	City of American Fork
Date: _____	Date: _____

Attachment: SOW 1572021US Fiber Optic Feasibility_American Fork UT_11-5-2021 (Mobile Digital Insights LL - Fiber Optics Citizen Feasibility)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on an ordinance repealing Section 17.10.400 and adopting Chapter 17.19 of the American Fork City Code related to pioneering agreements for public facilities.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This code text amendment has been written to clarify the city's intent to permit pioneering/connector's agreement for all public facilities, including water and sewer lines, roads, and related infrastructure. It is consistent with existing policies and practices and allows for a more explicit and consistent application of pioneering/connector's agreements.

This was approved unanimously at the November 3, 2021, Planning Commission meeting. The minutes have not been completed at this time, but staff will be present and able to answer any questions.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to adopt the ordinance repealing Section 17.10.400 and adopting Chapter 17.19 of the city code related to pioneering/connector's agreements for public facilities.

SUPPORTING DOCUMENTS

11-09-21 - Section 17.10.400 and Chapter 17.19 - Ordinance (PDF)
11-09-21 - Section 17.10.400 and Chapter 17.19 - Staff report (PDF)

AN ORDINANCE REPEALING CHAPTER 17.10.400 RELATED TO CONNECTOR'S AGREEMENTS FOR WATER AND SEWER AND ADOPTING 17.19 RELATED TO PIONEERING/CONNECTOR'S AGREEMENTS FOR PUBLIC FACILITIES AND PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENT.

WHEREAS, Chapter 17.10.400 regulates connector's agreements related to the construction of water and sewer lines within American Fork City;

WHEREAS, the City desires to clarify its intent to permit pioneering/connector's agreements for all public facilities, including water and sewer lines, roads, and related infrastructure;

WHEREAS, Chapter 17.19 clarifies the city's intent;

WHEREAS, said changes are in the best interest and general welfare of residents of American Fork;

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

PART I
TEXT OF ORDINANCE

SECTION 1. Chapter 17.10.400 is hereby repealed.

SECTION 2. Chapter 17.19 of the American Fork Municipal Code shall read as follows:

REPEAL OF 17.10.400 EXTENSION CHARGES TO BE ASSESS TO SUBSEQUENT CONNECTORS- REIMBURSEMENT PERMITTED

17.19 PIONEERING/CONNECTOR'S AGREEMENTS

17.19.100 Benefitted Parcel

Benefited Parcel (generally): Any parcel of land which abuts a proposed public facility that will receive service from said public facility. Benefitted Parcel shall not include any such land abutting land owned by the applicant or the width of the right-of way of any existing adjacent intersecting public street.

Benefitted Parcel – Water/sewer line: Any parcel of land which abuts a water and/or sewer line, and is capable of receiving service from the line.

17.19.200 Unavailability of Adequate Public Facilities

1. In the event that the City Engineer determines that adequate public facilities are not available and will not be available by the time of approval, so as to assure that adequate public services are available at the time of occupancy, the following alternatives may be elected, at the discretion of the City Council:
    1. Allowing the developer to voluntarily construct those public facilities which are necessary to service the proposed development and provide adequate facilities as

Attachment: 11-09-21 - Section 17.10.400 and Chapter 17.19 - Ordinance (Chapter 17.10 and Chapter 19.19 - Pioneering Agreements)

determined by the City Engineer and by entering into an appropriate form of pioneering/connector's agreement, which may include, as deemed appropriate by the City Engineer, provisions for recoupment of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or the benefit conferred upon the proposed development, and the method and conditions upon which recoupment is to be obtained. Any pioneering/connector's agreement authorized by this paragraph must be requested no less than 60 days prior to Planning Commission recommendation and/or approval of the subdivision and/or site plan, whichever occurs sooner, and shall not exceed a duration of 10 years from the date of acceptance by the City.

2. Requiring the timing, sequencing, and phasing of the proposed development consistent with the availability of adequate public facilities.
3. Deferring approval and the issuance of building permits until all necessary public facilities are adequate and available.
4. Denying approval and allowing the applicant to reapply when adequate public facilities are available.

2. In the event the City installs infrastructure improvements which benefits specific properties, it may also recover reimbursement on a pro-rata basis from the benefitted properties when they develop, on the same basis as a developer would recover reimbursement with a pioneering agreement as set forth in paragraph A.
3. When a pioneering agreement is granted, or the City installs infrastructure for which it will be reimbursed, the City will record a notice against the benefitted properties so that a future owner/developer will be on notice of development costs associated with that parcel. The notice is not a lien on the property. The City Engineer is designated to sign, on behalf of the City, the Notice of Development Obligations.

PART II

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

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

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

PASSED, by the American Fork City Council this day of _____, 2021.

MAYOR:

_____
BRADLEY J. FROST

Attachment: 11-09-21 - Section 17.10.400 and Chapter 17.19 - Ordinance (Chapter 17.10 and Chapter 19.19 - Pioneering Agreements)

ATTEST:

_____

TERILYN LURKER, CITY RECORDER

Attachment: 11-09-21 - Section 17.10.400 and Chapter 17.19 - Ordinance (Chapter 17.10 and Chapter 19.19 - Pioneering Agreements)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 11/3/2021

This report is a summary of the American Fork City Engineering Division review comments regarding the proposed code text amendment:

Proposed Amendment: Ordinance Repealing Chapter 17.10.400 Related To Connector's Agreements For Water And Sewer And Adopting 17.19 Related To Pioneering/Connector's Agreements For Public Facilities, And Providing For The Adoption And Enforcement Of The Amendment

Developer / Applicant's Name: Public Works Department – Engineering Division

Type of Application:

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

Engineering Division Recommendation:

This Code Text Amendment has been written to clarify the City's intent to permit pioneering/connector's agreements for all public facilities, including water and sewer lines, roads, and related infrastructure. The amendment is consistent with the existing policies and practices of the City and allows for a more explicit and consistent application of Pioneering/Connector's Agreements.

The Engineering Division recommends APPROVAL of the proposed ordinance repealing Chapter 17.10.400 related to connector's agreements for water and sewer and adopting 17.19 related to Pioneering/Connector's Agreements for public facilities and providing for the adoption and enforcement of the amendment.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the ordinance repealing Chapter 17.10.400 related to connector's agreements for water and sewer and adopting 17.19 related to Pioneering/Connector's Agreements for public facilities and providing for the adoption and enforcement of the amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the ordinance repealing Chapter 17.10.400 related to connector's agreements for water and sewer and adopting 17.19 related to Pioneering/Connector's Agreements for public facilities and providing for the adoption and enforcement of the amendment.

TABLE

Mr. Chairman, I move that we recommend table of the ordinance repealing Chapter 17.10.400 related to connector's agreements for water and sewer and adopting 17.19 related to Pioneering/Connector's Agreements for public facilities and providing for the adoption and enforcement of the amendment.

Attachment: 11-09-21 - Section 17.10.400 and Chapter 17.19 - Staff report (Chapter 17.10 and Chapter 19.19 - Pioneering Agreements)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on a resolution adopting the American Fork City Storm Water Management Plan.

SUMMARY RECOMMENDATION Staff recommends approval of the resolution to adopt the American Fork City Storm Water Management Plan.

BACKGROUND The Federal Clean Water Act requires that storm water discharges from municipal storm water systems (MS4s) be authorized under storm water discharge permits. In Utah, storm water discharge general permits are issued through the Utah Pollutant Discharge Elimination System (UPDES) program. For an MS4 to remain complaint with the UPDES general permit, they must develop, implement, and enforce the SWMP designed to reduce the discharge of pollutants to the maximum extent practicable from the MS4, protect the water quality, and satisfy the appropriate water quality requirements of the Utah Water Quality Act.

The general permit is revised about every five years. The MS4 must renew their status as a Permittee by submitting a revised SWMP Plan to the Utah Division of Water Quality (DWQ) within 180 days from issuance of the revised permit. The most recent revision of the general permit became effective on May 12, 2021. As a result, American Fork City has until November 7, 2021, to submit a revised SWMP document that meets all the requirements of the revised permit.

BUDGET IMPACT See budget in attached SWMP Plan

SUGGESTED MOTION Mr. Mayor, I move to approve of the resolution to adopt the American Fork City Storm Water Management Plan as presented and authorize the City to sign all necessary documents.

SUPPORTING DOCUMENTS

11-09-21 Storm Water Management Plan (DOCX)
AF SWMP Document -FINAL_11-6-21 (PDF)

RESOLUTION NO. _____

A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING A STORM WATER MANAGEMENT PLAN.

WHEREAS, The Federal Clean Water Act requires municipal storm water systems (MS4s) to obtain a permit from the Utah Department of Environmental Quality to discharge stormwater; and

WHEREAS, In Utah, storm water discharge general permits are issued through the Utah Pollutant Discharge Elimination System (UPDES) program; and

WHEREAS, For an MS4 to remain complaint with the UPDES general permit, they must develop, implement, and enforce the Storm Water Management Program designed to reduce the discharge of pollutants to the maximum extent practicable from the MS4, protect the water quality, and satisfy the appropriate water quality requirements of the Utah Water Quality Act; and

WHEREAS, the Public Works Department along with the Storm Water Advisory Committee worked to bring the City's the Storm Water Management Plan into compliance with the current permit; and

WHEREAS, the City Council of American Fork City recognizes the responsibility to operate a storm water management system in an environmentally and fiscally responsible manner; and

WHEREAS, the City Council of American Fork City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of American Fork City to adopt the Storm Water Management Plan.

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

SECTION 1. ADOPTION

That certain document entitled Storm Water Management Plan is hereby adopted together with all charts, maps, plans, attachments, and descriptive and explanatory materials contained therein.

SECTION 2. EFFECTIVE DATE

This Resolution shall take effect immediately upon its approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FOR, UTAH, ON THIS 9 DAY OF NOVEMBER 2021.

_____

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 11-09-21 Storm Water Management Plan (Storm Water Management Plan)



AMERICAN FORK 18 53

Storm Water Management Program

2021 – 2026

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

AMERICAN FORK CITY

Permit No. UTR090015

STORM WATER MANAGEMENT PROGRAM

For the permit period of May 12, 2021 to May 11, 2026

Submitted to:

Utah Department of Environmental Quality, Division of Water Quality

Submitted By:

American Fork City
Public Works Department
275 East 200 North
American Fork, Utah 84003
(801) 763-3060

Prepared by:

Franson Civil Engineers
1276 South 820 East, Suite 100
American Fork, UT 84003
801-756-0309

Submitted

November 4, 2021

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

SIGNATORY PAGE

Governmental Entity Name: American Fork City **Permit number:** UTR090015

Mailing Address: 275 E 200 N

City: American Fork **State:** Utah **Zip Code:** 84003

Storm Water Management Program Responsible Person(s):

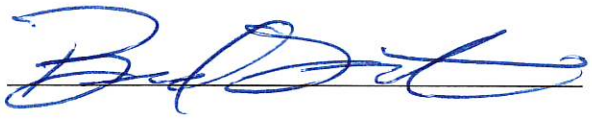
Name: Bradley Frost **Title:** Mayor

Telephone Number: 801-763-3000

Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Print Name: Bradley Frost

Signature:  Date: November 2, 2021

Title: Mayor

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

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EXECUTIVE SUMMARY

The City of American Fork is permitted under the Utah Pollution Discharge Elimination System (UPDES) to discharge storm water from its city boundaries to the waters of the United States under the Clean Water Act as amended by the Federal Water Pollution Control Act. Under the municipal separate storm sewer system (MS4) permit UTR090000, American Fork City is required to prepare, implement, and continue implementing a storm water management program (SWMP) with the goal of reducing storm water pollutants from the MS4 community with special emphasis on phosphorus and nitrogen. Under the MS4 Permit, the SWMP focuses on six minimum control measures (MCMs):

1. Public Education and Outreach on Storm Water Impacts,
2. Public Participation,
3. Illicit Discharge Detection and Elimination (IDDE),
4. Construction Site Storm Water Runoff Control,
5. Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management), and
6. Pollution Prevention and Good Housekeeping for Municipal Operations.

Within each MCM, best management practices (BMPs) and standard operating procedures (SOPs) have been developed to meet the MCMs included in the permit over the last several years and updated for the 2021 submittal. For this submittal, the target audience, target pollutants, justification for selection of the BMP, expected results, responsible parties for implementing the BMP, schedule for implementation, measurable goals, and expected budgets to implement the BMPs have been provided.

Under the permit, compliance is mandatory for the American Fork City. The permit requires the City to provide the manpower, funding, and equipment necessary (resources) (UTR090000 Section 4.1.2.2). Non-compliance with the permit includes the following possible penalties:

- Revocation of the permit and ability to discharge storm water without fines to the MS4.
- Agency fines on a per infraction/per day event.
- Individuals who violate permit implementing provisions are subject to fines not to exceed $10,000 per day of such violation. (UTR090000 Section 6.2)
- Any person willfully or negligently violating permit conditions or the Utah Water Quality Act, is subject to fines not to exceed $25,000 per day of violation. Any person convicted under UCA 19-5-115(2) a second time shall be punished by a fine not exceeding $50,000 per day (UTR090000 Section 6.2).

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

1.0 INTRODUCTION

American Fork City has prepared this Storm Water Management Program (SWMP) plan as required by UTR090000 published by the Utah Division of Water Quality (DWQ), Department of Environmental Quality. This permit was issued to municipal separate storm sewer system (MS4) cities as required by the Utah Water Quality Act, Title 19, Chapter 5 of the Utah Code Annotated as amended and the rules and regulations made pursuant to those statutes. This SWMP is also compliant with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. Seq. as amended to date).

American Fork City is located in Utah County. The City is a Phase 2 community with a current population of approximately 35,000. It is part of the Greater Provo-Orem Metropolitan area neighboring Lehi, Highland, Cedar Hills, Pleasant Grove, and Lindon, with Utah Lake to the south. With the city population growing by over 30% since the 2010 census and averaging over 3% annually, development of residential, industrial, and commercial property continues rapidly, particularly South of I-15. As development continues, storm water issues are becoming more relevant. Increased development by default reduces the area for rainfall and snowmelt to infiltrate into the soils by replacing those areas with impervious surfaces (surfaces that don't absorb or infiltrate water) like roofs, concrete, and asphalt. This causes an increase in the amount of surface runoff that American Fork City must manage.

This increased runoff causes a potential increase of contaminants that may be collected and carried away by the runoff. The dense vegetation typically associated with agricultural land—particularly the grass hay, pastures, and alfalfa fields—act as natural filters to remove sediments and pollutants from the storm water runoff. As these agricultural lands are replaced with asphalt, concrete, roof tops, and landscaping, many of these natural treatment capabilities have historically been replaced with direct discharge pipes leading to ditches, rivers, streams, wetlands, and Utah Lake.

In 2020, American Fork City, in conjunction with Franson Civil Engineers, prepared a detailed Storm Water Master Plan to address the flooding and water quality issues throughout the city. The Master Plan also serves to develop a capital improvement plan to address the impacts of future development and redevelopment (MCM #5) as well as improvements and modifications to city-owned infrastructure (MCM #6).

American Fork City has updated and amended its SWMP based on the results of the Storm Water Master Plan, an audit previously completed by the Utah DWQ, and a detailed review by American Fork City staff of areas where the greatest benefits to the city can be achieved while meeting the requirements of UTR090000. This document has been organized to facilitate this effort and follows the numbering of the permit.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2.0 Storm Water Management Program Requirements

2.1. New Applicant [N/A]

This section is not applicable [N/A].

2.2. Notice of Intent [N/A]

This section is not applicable; American Fork City submitted a notice of intent (NOI) at least 180 days prior to the expiration date of the previous Permit.

2.3. Storm Water Management Program Plan Description for Renewal Permittees

This SWMP consists of the following information:

- American Fork City's MS4 Permit Number is UTR090015.
- American Fork City is located in northern Utah County, at the north end of Utah Lake being bisected by the American Fork River, and is surrounded by the cities of Lehi, Highland, Cedar Hills, Pleasant Grove, and Lindon. Major roads include I-15, State Street (US-89), State Route 145, and State Route 74. Figure 2-1 shows the location of American Fork City in relation to neighboring cities, as well the major roads and significant rivers, drains, or sloughs.
- American Fork City's storm water management program organization chart is shown in Figure 2-2.
- Information about impaired waters (as defined by Utah DWQ) and the requirements under consideration for Utah Lake.
- Specific efforts for the reduction of nitrogen and phosphorus.
- A summary of the target pollutants identified in the City's system.
- A status summary of the compliance with each MCM and a compilation of best management practices (BMPs) based on the requirements of UTR090000 in each of the six MCMs.
- An annual implementation and maintenance budget estimate for each BMP for each calendar year of the permit, 2022-2026, recognizing that permit years and City fiscal years are not concurrent.

In addition to these primary documents, American Fork City has prepared several appendices to provide additional information and copies of all forms, checklists, standard operating procedures (SOPs), and other required information necessary for the implementation of all MCMs associated with this SWMP and UTR090000 compliance. These appendices include:

- **Appendix A** – Governing Permits: UPDES General Permit for Storm Water Discharges from Construction Activities No. UTRC00000 (July 2020) and UPDES General Permit for Discharges from Small MS4s No. UTR090000 (May 2021)
- **Appendix B** – City Ordinances: The most recent set of codified ordinances that govern American Fork City along with dates of adoption can be found at https://americanfork.municipalcodeonline.com/

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

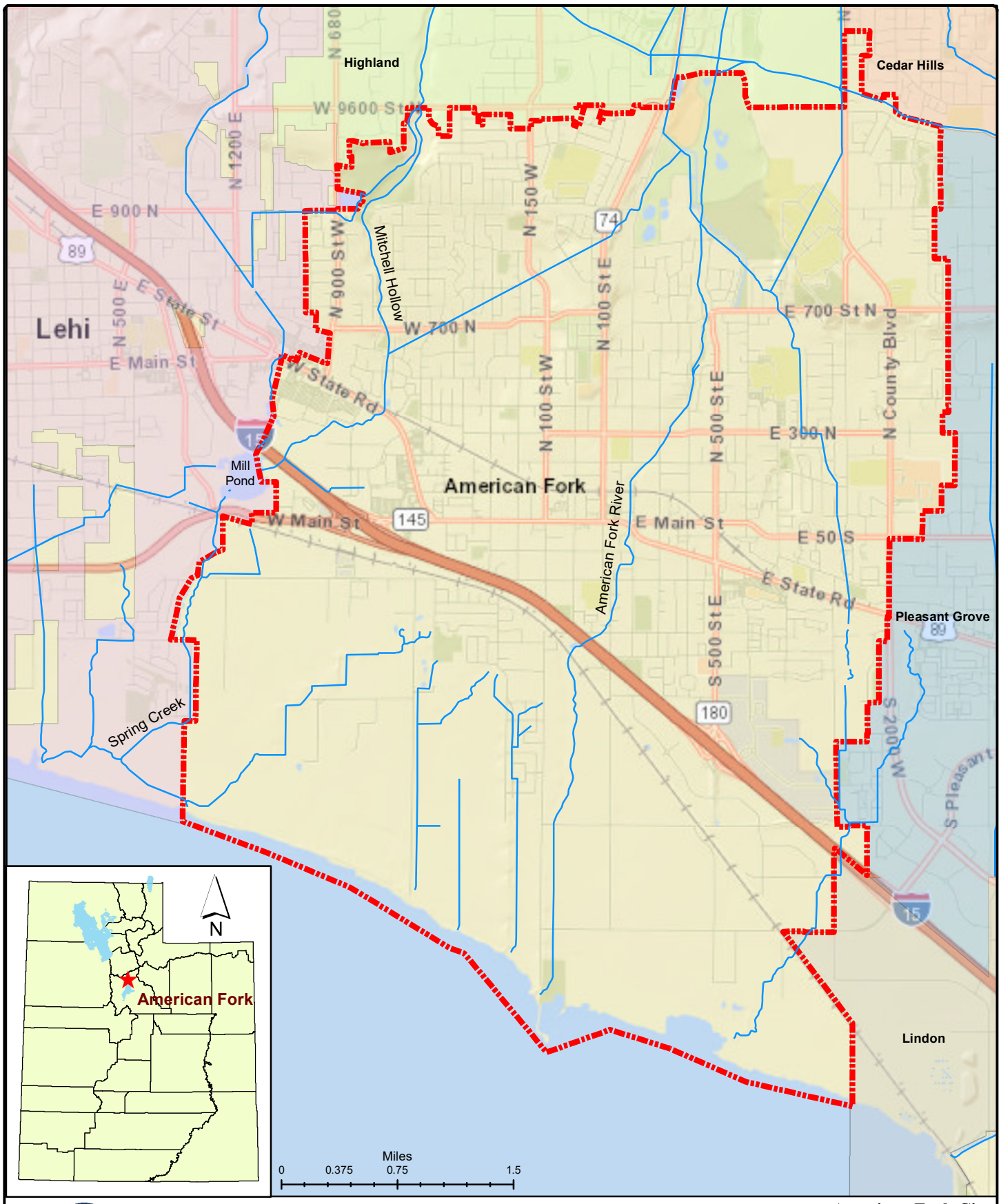
- **Appendix C** – Contractor's Package: Information provided to contractors, developers, and residents regarding:
    - Design standards and specifications
    - Low impact development (LID) practices and requirements
    - Design and Storm Water Pollution Prevention Plan (SWPPP) review/preparation checklists.
    - Construction and post-construction BMP fact sheets
    - Construction inspection forms
    - Maintenance agreements for post-construction BMPs
- **Appendix D** – City Staff Package: Information provided to each department of the City to implement the SWMP requirements including:
    - Identification of all city-owned or operated facilities
    - SOPs to protect storm water quality
    - BMP fact sheets
    - Design checklists for City projects
    - SWPPP preparation/review checklists for City projects
    - Facility inspection forms
    - Construction inspection forms
    - Evaluation of city facilities and identification of high priority facilities
    - Floor drain maps
- **Appendix E** – Illicit Discharge Package: Information required for city staff to implement the IDDE program and to respond to an illegal or illicit discharge including:
    - Flow charts of response and responsibility with SOP references with emergency contacts
    - SOPs
    - BMP fact sheets and references to the appropriate manuals and guides
    - Checklists and inspection forms
    - Maps of the outfalls to the waters of the U.S.
    - High priority areas
- **Appendix F** – Documentation of Implementation: Copies of implementation for all MCM and permit requirements including:
    - Copies of completed inspection forms

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

- Enforcement actions
- Training schedule and logs
- Maintenance records
- Annual reports
- Budgets
- Justifications for changes

- **Appendix G** – Maps: GIS maps of American Fork City's utilities including the storm water system can be found online at https://afgis.maps.arcgis.com/home/index.html

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)



Legend

City Buildout Boundary

Rivers, Ditches, & Sloughs

American Fork City

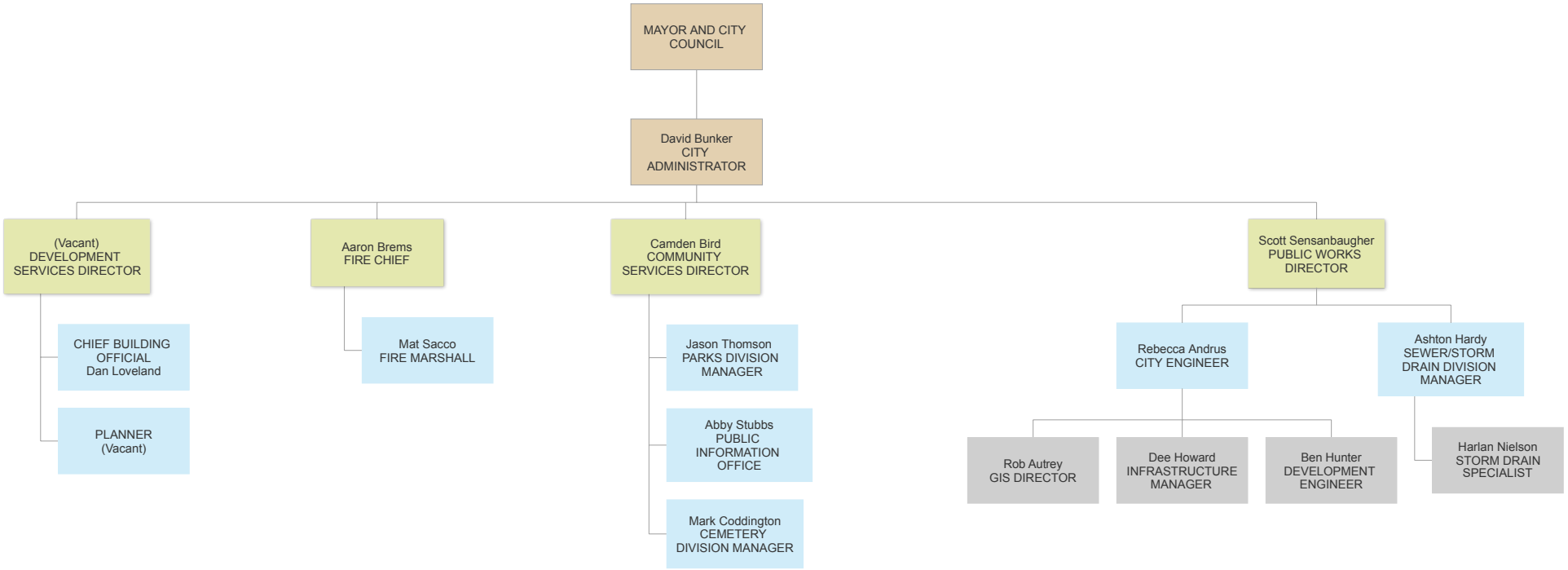
Storm Water Management Program

Figure 2-1

Location Map

O:\21063 AMERICAN FORK Stormwater Management Plan\Drawings\Fig 2-1 AF Reference Map.mxd

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)



AMERICAN FORK 18 53

American Fork City

Storm Water Management Program

Figure 2-2

Organization Chart

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

3.0 SPECIAL CONDITIONS

3.1. Discharges to Water Quality Impaired Waters

The American Fork River runs north to south through approximately the center of the city. On the west side of town, water from Mitchell's Hollow flows through The Meadow's Wetlands and Mill Pond into Spring Creek. The American Fork River, as well as the other creeks and ditches, flow into Utah Lake.

The Utah DWQ has identified Utah Lake as impaired for both phosphorus and nitrogen. The lake commonly experiences harmful algal blooms and has been scrutinized for water quality for many years. As part of the Utah Lake Water Quality Management Plan, a detailed implementation plan is being established to reduce phosphorus and nitrogen in Utah Lake. However, as part of that plan, efforts to reduce discharges of both phosphorus and nitrogen from point sources and UPDES permit holders will be a focus.

As a result, all American Fork City BMPs have been modified to target phosphorus and nitrogen. Design standards focus on retaining the 80th percentile storm and increased use of low impact development (LID) methods to retain, infiltrate, or evaporate storm water. Other methods to treat storm water using non-structural methods have been emphasized both to reduce the City's operation and maintenance costs, reduce the cost of construction for development and residents, and improve the long-term sustainability of the overall system.

3.2. Nitrogen and Phosphorus Reduction

As part of this SWMP, American Fork City has prepared specific BMPs and efforts to reduce nitrogen and phosphorus water quality impacts, specifically targeting discharges into the American Fork River and Utah Lake. These include participation on the Utah County Storm Water Coalition and other public outreach and education practices. The City has identified and targeted key sources of these pollutants within each of the four primary classes of dischargers and have referenced the subsequent BMPs in later sections that are being applied to each targeted discharger.

American Fork City has identified several key pollutants to focus on with public education and outreach based on each key target audience. Each target audience is summarized below.

- Residents

Pollutant	Source
Nitrogen and Phosphorus	Pet wastes, fertilizers, organic wastes like lawn clippings and yard wastes
Pathogens, E. Coli, Total Coliforms	Pet wastes, septic tank maintenance or removal
Petroleum Products	Oil recycling, car wash on the grass or at a certified car wash
Toxins	Household hazardous wastes, pesticides, herbicides
Total Dissolved Solids	De-icing salts

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

- Institutions, Industrial, and Commercial Facilities

Pollutant	Source
Nitrogen and Phosphorus	Fertilizers, organic wastes like lawn clippings and yard wastes
Petroleum Products	Oil recycling, equipment maintenance
Toxins	Hazardous wastes storage and disposal, pesticides, herbicides
Total Dissolved Solids	De-icing salts
IDDE	Illicit Discharge Detection and Elimination

- Developers and Contractors (Construction)

Pollutant	Source
Nitrogen and Phosphorus	Fertilizers, organic wastes like lawn clippings and yard wastes
Petroleum Products	Oil recycling, refueling, equipment maintenance
Toxins	Hazardous wastes storage and disposal, concrete washout, pesticides, herbicides
Total Dissolved Solids	De-icing salts
IDDE	Illicit Discharge Detection and Elimination
Total Suspended Solids, Sediments	Erosion, dust, vehicle tracking, scouring, etc.

- MS4-Owned or Operated Facilities

Pollutant	Source
Nitrogen and Phosphorus	Pet wastes, fertilizers, organic wastes like grass clippings
Pathogens, E. Coli, Total Coliforms	Pet wastes, sanitary system overflows, etc.
Petroleum Products	Oil recycling, refueling, equipment maintenance
Toxins	Hazardous wastes storage and disposal, concrete washout, pesticides, herbicides
Total Dissolved Solids	De-icing salts, road salt
IDDE	Illicit Discharge Detection and Elimination
Total Suspended Solids, Sediments	Erosion, dust, road dust, scouring, etc.

3.3. Co-Permittees

While UDOT has a UPDES Permit which includes state-owned right-of-way within the City boundaries, American Fork City is not filing for Co-Permittee status.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.0 STORM WATER MANAGEMENT PROGRAM

American Fork City continues to implement their existing SWMP, the intent of which is to reduce the discharge of pollutants from the MS4. American Fork City's SWMP includes BMPs for all six of the MCMs defined in the MS4 permit.

4.1. Requirements

American Fork City has compiled several BMPs for each of the six MCMs listed in the permit as well as five additional BMPs to cover administrative requirements. The City will track and document adherence to the BMPs and MCMs through work orders using asset management software.

4.2. Minimum Control Measures

1) Public Education and Outreach on Storm Water Impact

The purpose of MCM #1 is to utilize public education and outreach to target specific audiences, pollutants, and pollutant sources. These BMPs will provide information to the four designated audiences on methods for avoiding, reducing, and/or eliminating the adverse impacts of storm water discharges from pollutants common to each audience. Outreach methods will be prioritized to educate targeted sources that are likely to result in a reduction of nitrogen and phosphorus. Specific messages will be evaluated for effectiveness. This information has been provided with each BMP.

2) Public Involvement/Participation

The goal of MCM #2 is to involve the public in the implementation of the SWMP. American Fork City has established a Storm Water Advisory Committee made of representatives of the four targeted audiences. The City also provides a plethora of information on the city website and invites comment and questions from the public.

3) Illicit Discharge Detection and Elimination (IDDE)

MCM #3 includes the implementation and enforcement of an Illicit Discharge and Elimination (IDDE) program to systematically find and eliminate sources of non-storm water discharges from the MS4 and to implement defined procedures to prevent illicit connections and discharges. American Fork City's IDDE program is defined by the BMPs established for MCM #3. This program is documented in the flow charts and inspections forms, combined with the BMPs.

4) Construction Site Storm Water Runoff Control

The goal of MCM #4 is to control storm water runoff during construction. The BMPs for MCM #4 include regulatory mechanisms such as ordinances, design standards, SOPs, and Storm Water Pollution Prevention Plan. Implementation and enforcement are achieved through training and inspections. In addition to the BMPs established for MCM #4, other associated documents can be found in Appendices A, B, and C.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

5) Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)

The purpose of MCM #5 is to ensure that once construction is complete, measures are in place to continue to manage storm water runoff from the newly developed or redeveloped site. Again, this is achieved through ordinances, design standards, training, and inspections.

6) Pollution Prevention and Good Housekeeping for Municipal Operations

MCM #6 is intended to create a program that an MS4 can use to manage storm water runoff at their own facilities. American Fork City will set an example by inventorying and inspecting their facilities, following SOPs, and training their staff. The utilization of the BMPs, inspection forms and procedures, and high priority flow chart, with the associated SWPPPs for the high priority facilities, implement the intent of this MCM.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP#	MCM	BMP Description	New/Existing	Permit Reference	Status	Reason
AD 01	Administrative	Annual Planning, Establish Annual Priorities, Review Progress, Evaluate Compliance/Non-Compliance of the SWMP, and Evaluate Effectivenss	New	4.1.2	New-Added	Not covered by previous SWMP and added for clarification.
AD 02	Administrative	Review and Update Budget and Staffing Requirements	New	4.1.2.2	Ongoing-Described	Documentation of Existing Process
AD 03	Administrative	Review and Update Tracking Metrics Semiannually	New	4.1.2.1	New-Added	Not covered by previous SWMP and added for clarification.
AD 04	Administrative	Annual Report	New	5.5.1	Ongoing-Described	Documentation of Existing Process
AD 05	Administrative	Maintain Documentation for 5 years	New	5.4	Ongoing-Described	Documentation of Existing Process
PE 01	1. Public Education	Update Storm Water Residential Mailer	Existing	4.2.1.2	Ongoing	Continuing BMP
PE 02	1. Public Education	Educational Videos and Website Links	Existing	4.2.1.2, 4.2.1.3, 4.2.1.4, 4.2.1.5	Ongoing	Continuing BMP
PE 03	1. Public Education	Update Business Brochure	Existing	4.2.1.3	Ongoing	Continuing BMP
PE 04	1. Public Education	UCSWC Outreach	Existing	4.2.1.2	Ongoing	Continuing BMP
PE 05	1. Public Education	Social Media Messaging	New	4.2.1.2	Ongoing	Continuing BMP
PE 06	1. Public Education	Information to Contractors and Developers	Existing	4.2.1.4	Ongoing	Continuing BMP
PE 07	1. Public Education	Staff Training	Existing	4.2.1.5, 4.2.1.6	Ongoing	Continuing BMP
PP 01	2. Public Involvement	Storm Water Advisory Committee	Existing	4.2.2	Ongoing	Continuing BMP
PP 02	2. Public Involvement	Public Review of SWMP	Existing	4.2.2.3	Ongoing	Continuing BMP
ID 01	3. Illicit Discharge	Storm Water System Mapping	Existing	4.2.3.1	Ongoing	Continuing BMP
ID 02	3. Illicit Discharge	Update IDDE Ordinance	Existing	4.2.3.2	Ongoing	Continuing BMP
ID 03	3. Illicit Discharge	Update Assessment of High Priority Areas	Existing	4.2.3.3.1	Ongoing	Continuing BMP
ID 04	3. Illicit Discharge	Update IDDE SOPs	Existing	4.2.3.3, 4.2.3.4, 4.2.3.5, 4.2.3.6, 4.2.3.7	Ongoing	Continuing BMP
ID 05	3. Illicit Discharge	Dry Weather Screening of Outfalls	Existing	4.2.3.3.3	Ongoing	Continuing BMP
ID 06	3. Illicit Discharge	High Priority Area Inspections	Existing	4.2.3.3.2	Ongoing	Continuing BMP
ID 07	3. Illicit Discharge	Maintain 24-Hour Hotline and Update SOP for Call Response	Existing	4.2.3.9	Ongoing	Continuing BMP
ID 08	3. Illicit Discharge	Annual City Staff Training	Existing	4.2.3.11	Ongoing	Continuing BMP
ID 09	3. Illicit Discharge	Household Hazardous Waste Education	New	4.2.3.8	New-Added	Added by MS4 rather than relying on UCSWAC.
ID 10	3. Illicit Discharge	Mapping and Tracking Database Spills and Illicit Discharges Identified and Inspections Conducted	New	4.2.3.10	New-Added	Not covered by previous SWMP and added for clarification.
CS 01	4. Construction	Revise City Construction Site Ordinances	Existing	4.2.4.1, 4.2.4.1.1, 4.2.4.1.2, 4.2.4.1.3	Ongoing	Continuing BMP
CS 02	4. Construction	Revise Enforcement Strategy and Implement Provisions	Existing	4.2.4.2, 4.2.4.2.1, 4.2.4.2.2	Ongoing	Continuing BMP
CS 03	4. Construction	Revise SWPPP Review Checklist and SOP	Existing	4.2.4.3	Ongoing	Continuing BMP
CS 04	4. Construction	Update SOPs for Inspection and Enforcement	Existing	4.2.4.1, 4.2.4.2.2, 4.2.4.4	Ongoing	Continuing BMP
CS 05	4. Construction	Bi Weekly Inspection of High Priority Sites and Monthly Inspections of All Sites	Existing	4.2.4.3.2, 4.2.4.4.1, 4.2.4.4.3	Ongoing	Continuing BMP
CS 06	4. Construction	Pre-Construction SWPPP Meetings and Addressing Public Comments	Existing	4.2.4.3.1, 4.2.4.3.2	Ongoing	Continuing BMP
CS 07	4. Construction	Maintain RSI and RSW/RSR Certification Training of All Stormwater Inspectors and Engineering SWPPP Writers/Reviewers	Existing	4.2.4.4.1, 4.2.4.5	Ongoing	Continuing BMP
CS 08	4. Construction	Update Approved Construction Site Storm Water BMPs and Design Standards	Existing	4.2.4.1.1	Ongoing	Continuing BMP
CS 09	4. Construction	Maintain Documentation and Map of SWPPP Locations by Address	Existing	4.2.4.3, 4.2.4.6	Ongoing	Continuing BMP
CS 10	4. Construction	Annual Staff Training as Required	Existing	4.2.4.5	Ongoing	Continuing BMP
PC 01	5. Long-Term	Non-Structural BMPs		4.2.5.1.1	Ongoing	Continuing BMP
PC 02	5. Long-Term	Retention Requirement	Existing	4.2.5.1.2	Ongoing	Continuing BMP
PC 03	5. Long-Term	Low Impact Development Approach	New	4.2.5.1.3	New-Added	Not covered by previous SWMP and added for clarification.
PC 04	5. Long-Term	Low Impact Development Alternative	New	4.2.5.1.4	New-Added	Not covered by previous SWMP and added for clarification.
PC 05	5. Long-Term	Storm Water Control Ordinance and Enforcement	Existing	4.2.5.2, 4.2.5.2.1, 4.2.5.2.2	Ongoing	Continuing BMP
PC 06	5. Long-Term	Update Design Standards	Existing	4.2.5.2.2	Ongoing	Continuing BMP
PC 07	5. Long-Term	Inspections of Post Construction Storm Water Management	Existing	4.2.5.2.5	Ongoing	Continuing BMP
PC 08	5. Long-Term	Plan Review for Long-Term Storm Water Management	Existing	4.2.5.3	Ongoing	Continuing BMP
PC 09	5. Long-Term	Inventory of Post-Construction Structural Storm Water Control Measures	Existing	4.2.5.4	Ongoing	Continuing BMP
PC 10	5. Long-Term	Post-Constrcution Inspector Training	Existing	4.2.5.5	Ongoing	Continuing BMP
PC 11	5. Long-Term	Post-Construction Agreement and Long-Term Owner Training	Existing	4.2.5.2.3	New-Added	Not covered by previous SWMP and added for clarification of need identified by MS4.
GH 01	6. Housekeeping	City Owned Facility Inventory with Priority Identification and Possible Pollutants	Existing	4.2.6.1, 4.2.6.2	Ongoing	Continuing BMP
GH 02	6. Housekeeping	High Prioritiy Facility Pollutant Possibilities and BMPs	Existing	4.2.6.3	Ongoing	Continuing BMP
GH 03	6. Housekeeping	Prepare and Maintain High Priority Facility SWPPPs	New	4.2.6.4	Ongoing-Described	Documentation of Existing Process
GH 04	6. Housekeeping	Review and Update Existing Housekeeping SOPs	Existing	4.2.6.6, 4.2.6.6.1, 4.2.6.6.2, 4.2.6.6.3, 4.2.6.6.4, 4.2.6.6.5	Ongoing	Continuing BMP
GH 05	6. Housekeeping	Inspections - Monthly/Semi-Annually/Annually	Existing	4.2.6.5.1, 4.2.6.5.2, 4.2.6.5.3	Ongoing	Continuing BMP
GH 06	6. Housekeeping	Assessment of Flood Management Control Structures	New	4.2.6.8, 4.2.6.8.1	Ongoing-Described	Documentation of Existing Process
GH 07	6. Housekeeping	Retrofit of Existing Developed Sites that City Owns or Operates that Adversely Impacts Water Quality	New	4.2.6.9	Ongoing-Described	Documentation of Existing Process
GH 08	6. Housekeeping	Annual City Staff Training	Existing	4.2.6.10	Ongoing	Continuing BMP
GH 09	6. Housekeeping	Floor Drain Inventory	Existing	4.2.6.6.6	Ongoing	Continuing BMP

Attachment: AF SWMP Document -FINAL_ 11-6-21 (Storm Water Management Plan)

Administrative Practices

BMP AD 01: ANNUAL PLANNING, ESTABLISH ANNUAL PRIORITIES, REVIEW PROGRESS, EVALUATE COMPLIANCE/NON-COMPLIANCE OF THE SWMP, AND EVALUATE EFFECTIVENESS

Existing: ☐ **New:** ☒

Description: American Fork City will annually hold a planning review to evaluate the compliance/non-compliance of the City with the permit and the SWMP, the effectiveness of the SWMP to meet the specified water quality goals, the progress of the City as a whole and by department, and to establish priorities for the next year.

Permit Reference: 4.1.2

Desired Results: To provide a regular review process to refocus and allow the City to best utilize its limited resources to accomplish the most good.

Justification: Regular accountability and review provides a standard process to adjust the SWMP where necessary and to better accommodate changes in the future. Additionally, this process provides a procedure to generate the information necessary to develop annual budgets and resource needs estimates.

Pollutants: All pollutants with particular emphasis on nitrogen, phosphorus, TSS, and TDS.

Audience: Public Works Director, Sewer and Storm Water Division Manager, Storm Water Advisory Committee (SWAC), City Engineer.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Create a standard schedule for the review of compliance based on the schedule for the annual report and the budget planning cycle.
2) Hold planning review annually and generate a summary of compliance/non-compliance of each BMP (tabular form), the effectiveness of the SWMP in meeting the years goals, and the City's goals for each department.
3) Review the results with the SWAC for inclusion in the annual report.

Measures of Success: Compliance with these goals will be measured by:

1) Create metrics and process by July 2022.
2) Hold review prior to preparation of annual report in September.
3) Report results to SWAC in October.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Milestones:

2022: Creation and approval of schedule for completion and updates of metrics by January 2022. Creation of metrics to evaluate progress and compliance by July 2022. Complete annual planning by September 2022 and report results to Storm Water Advisory Committee in October 2022.
2023: Complete annual planning and report results to SWAC by September/October 2023.
2024: Complete annual planning and report results to SWAC by September/October 2024.
2025: Complete annual planning and report results to SWAC by September/October 2025.
2026: Complete annual planning and report results to SWAC by September/October 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$3,724	$3,873	$4,028	$4,189	$4,357
Other Costs	$150	$156	$162	$169	$175
Total Costs	**$3,874**	**$4,029**	**$4,190**	**$4,358**	**$4,532**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP AD 02: REVIEW AND UPDATE BUDGET AND STAFFING REQUIREMENTS

Existing: ☐ **New:** ☒

Description: American Fork City will review the previous year's budget and staffing requirements compared to the planning summary and results and update the annual budget and staffing requirements.

Permit Reference: 4.1.2.2

Desired Results: To use the updated information and results to better refine budgets and resource needs to enable American Fork City to meet the requirements of the Permit.

Justification: Operation, maintenance, and capital costs are constantly changing. Additionally, as the City grows and changes, the need for resources to maintain the increased infrastructure including streets, inlet boxes, development inspects, etc. will require more resources. All these will need to be monitored and addressed appropriately.

Pollutants: All pollutants with particular emphasis on nitrogen, phosphorus, TSS, and TDS.

Audience: Public Works Director, Sewer and Storm Water Division Manager, Storm Water Advisory Committee (SWAC), City Council.

Responsible Agents in City: City Manager, Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Review summary of planning report and previous years' budgets. Generate new budget including proposal for any modifications in resources.
2) Present recommendations to SWAC and City Council.

Measures of Success: Compliance with these goals will be measured by:

1) Complete preparation of proposed budget and resource requirements by January.
2) Present proposed budget to SWAC by April.
3) Present and obtain support for proposed budgets by June 30.

Milestones:

2022: Prepare proposed budget by January 2022. Present budget to SWAC by April 2022. Obtain budget approval from City council by June 2022.
2023: Prepare proposed budget by January 2023. Present budget to SWAC by April 2023. Obtain budget approval from City council by June 2023.
2024: Prepare proposed budget by January 2024. Present budget to SWAC by April 2024. Obtain budget approval from City council by June 2024.
2025: Prepare proposed budget by January 2025. Present budget to SWAC by April 2025. Obtain budget approval from City council by June 2025.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2026: Prepare proposed budget by January 2026. Present budget to SWAC by April 2026. Obtain budget approval from City council by June 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,156	$2,242	$2,332	$2,425	$2,522
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,156**	**$2,242**	**$2,332**	**$2,425**	**$2,522**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP AD 03: REVIEW AND UPDATE TRACKING METRICS SEMIANNUALLY

Existing: ☐ **New:** ☒

Description: American Fork City will review and update the tracking metrics created as part of BMP AD 01 semiannually as required in the permit.

Permit Reference: 4.1.2.1

Desired Results: To help all city departments at key inspection periods with the major good house-keeping inspections and other key milestones.

Justification: Many key inspections and compliance/non-compliance elements of this SWMP can easily be monitored and evaluated on a semiannual schedule. As a result, this BMP helps each city department remember and allocate time regularly to stay on top of the compliance.

Pollutants: All pollutants with particular emphasis on nitrogen, phosphorus, TSS, and TDS.

Audience: Public Works Director, Storm Water Advisory Committee (SWAC), City Council, General Public.

Responsible Agents in City: City Manager, Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Obtain updated metrics from each department and update the metrics summaries twice annually.
2) Present the updated metrics to the SWAC and City Council twice annually.
3) Publish the metrics on the City storm water website.

Measures of Success: Compliance with these goals will be measured by:

1) Update the metrics in March and September.
2) Present the results to the SWAC and City Council in April and October.
3) Publish the results on the City storm water website in April and October.

Milestones:

2022: Update metrics in March and September 2022. Present results to SWAC, City Council, and on website in April and October 2022.

2023: Update metrics in March and September 2023. Present results to SWAC, City Council, and on website in April and October 2023.

2024: Update metrics in March and September 2024. Present results to SWAC, City Council, and on website in April and October 2024.

2025: Update metrics in March and September 2025. Present results to SWAC, City Council, and on website in April and October 2025.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2026: Update metrics in March and September 2026. Present results to SWAC, City Council, and on website in April and October 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$686	$713	$742	$772	$803
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$686**	**$713**	**$742**	**$772**	**$803**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP AD 04: ANNUAL REPORT

Existing: ☐ **New:** ☒

Description: American Fork City will prepare and submit an annual report to the Utah Division of Water Quality (DWQ) and post it on the City storm water web site.

Permit Reference: 5.5.1

Desired Results: To comply with the permit and to document compliance and progress to the City staff, City Council, DWQ, and the general public.

Justification: To document compliance with the SWMP.

Pollutants: All pollutants with particular emphasis on nitrogen, phosphorus, TSS, and TDS.

Audience: Public Works Director, Sewer and Storm Water Division Manager, Storm Water Advisory Committee (SWAC), City Council, Utah Division of Water Quality, General Public.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Storm Water Inspector.

Measurable Goal:

1) Preparation, review, approval, and acceptance by those necessary in the City.
2) Submittal to the DWQ as required.

Measures of Success: Compliance with these goals will be measured by:

1) Submittal of annual report to DWQ prior to October 1 annually.

Milestones:

2022: Submittal of annual report by October 1, 2022.
2023: Submittal of annual report by October 1, 2023.
2024: Submittal of annual report by October 1, 2024.
2025: Submittal of annual report by October 1, 2025.
2026: Submittal of annual report by October 1, 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,842	$2,956	$3,074	$3,197	$3,325
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,842**	**$2,956**	**$3,074**	**$3,197**	**$3,325**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP AD 05: MAINTAIN DOCUMENTATION FOR 5 YEARS

Existing: ☐ **New:** ☒

Description: American Fork City will maintain documents for 5 years as required by the permit.

Permit Reference: 5.4

Desired Results: To create and organize a digital storage system by BMP and appendix that allows for a convenient storage and relocation of information to facilitate the preparation of metrics, annual planning, annual reports, internal audits, and DWQ audits or other requests.

Justification: Coordinating the utilization of GIS, database reporting, work orders, and .pdf printing to document progress and create digital storage that is organized and easily searched and accessed will save time and resources.

Pollutants: All pollutants with particular emphasis on nitrogen, phosphorus, TSS, and TDS.

Audience: City Engineering Staff, Sewer and Storm Water Division Staff, Public Works Director.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer, GIS Director.

Measurable Goal:

1) Creation of file data structure on the server.
2) Placement of existing data on server in the appropriate locations for past years.
3) Semi-annual maintenance of data files on computer server as part of metrics preparation.

Measures of Success: Compliance with these goals will be measured by:

1) Completion of file data structure by March 2022.
2) Completion of data population on server for past years by August 2022.
3) Semi-annual maintenance of data files completed with metrics preparation.

Milestones:

2022: File data structure completed by March. Data transferred by August.
2023: Maintenance of data files completed at same time as both metrics updates.
2024: Maintenance of data files completed at same time as both metrics updates.
2025: Maintenance of data files completed at same time as both metrics updates.
2026: Maintenance of data files completed at same time as both metrics updates.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$1,176	$1,223	$1,272	$1,323	$1,376
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$1,176**	**$1,223**	**$1,272**	**$1,323**	**$1,376**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.2.1 Public Education and Outreach on Storm Water Impact

BMP PE 01: UPDATE STORM WATER RESIDENTIAL MAILER

Existing: ☒ **New:** ☐

Description: American Fork City will provide education to the general public through a flyer that will be included periodically with the mailing of utility billings. The flyer will address the impacts to water quality from septic system maintenance, lawn care, automotive work and car washing, swimming pool water disposal, pet waste management, and onsite storm water infiltration, as well as additional topics most relevant to the community.

Permit Reference: 4.2.1.2

Desired Results: Implement education to the public on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable city staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs.

Audience: Primarily Residents, but also Businesses, Institutions, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Department Manager, Communications Department, Billing Department.

Measurable Goal:

1) Review and update the existing storm water flyer.
2) Include flyer in utility bill annually every spring.
3) Post flyer on City storm water website for reference.

Measures of Success:

1) Flyer will be updated and reposted to the City storm water website by April 2022.
2) Flyer will be distributed with the utility bill every April.

Milestones:

2022: Update storm water flyer and post on City website. Distribute with utility billing in April.
2023: Review/update flyer and distribute with utility billing in April.
2024: Review/update flyer and distribute with utility billing in April.
2025: Review/update flyer and distribute with utility billing in April.
2026: Review/update flyer and distribute with utility billing in April.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$539	$561	$583	$606	$631
Other Costs	$4,500	$4,680	$4,867	$5,062	$5,264
Total Costs	**$5,039**	**$5,241**	**$5,450**	**$5,668**	**$5,895**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PE 02: EDUCATIONAL VIDEOS AND WEBSITE LINKS

Existing: ☒ **New:** ☐

Description: American Fork City will provide education to all target audiences through educational videos and informational website links posted on the City storm water website. The videos and information links will address the impacts to water quality from septic system maintenance, lawn care, automotive maintenance and car washing, swimming pool water disposal, pet waste management, onsite storm water infiltration, building and equipment maintenance, deicing materials, material storage and disposal, and parking lot management, as well as additional topics most relevant to the community.

Permit Reference: 4.2.1.2, 4.2.1.3, 4.2.1.4, 4.2.1.5

Desired Results: Implement education to the public on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable city staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs

Audience: General Public including Residents, Businesses, Institutions, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Communications Department.

Measurable Goal:

1) Review existing website content and education material.
2) Find and/or create new content and education material.
3) Include notification of new education material in City's monthly newsletter.

Measures of Success:

1) Review education material by April 2022 and create a schedule for finding/creating new videos/links.
2) Update education material by December 2022.
3) Include notification of updated City website in December 2022 newsletter.

Milestones:

2022: Update educational videos and website links. Newsletter notification.
2023: Review and update education material on City website as necessary.
2024: Review and update education material on City website as necessary.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2025: Review and update education material on City website as necessary.
2026: Review and update education material on City website as necessary.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$931	$968	$1,007	$1,047	$1,089
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$931**	**$968**	**$1,007**	**$1,047**	**$1,089**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PE 03: UPDATE BUSINESS BROCHURE

Existing: ☒ **New:** ☐

Description: American Fork City will provide education to institutions, industrial, and commercial facilities through a brochure that will be distributed annually. The brochure will address the impacts to water quality from lawn maintenance, onsite storm water infiltration, building and equipment maintenance, deicing materials, material storage and disposal, and parking lot management, as well as additional topics most relevant to the community.

Permit Reference: 4.2.1.3

Desired Results: Implement education to businesses and institutions on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable City staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs.

Audience: Primarily Businesses and Institutions, but also Residents, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Communications Department, Business Licensing.

Measurable Goal:

1) Review and update the existing storm water brochure.
2) Distribute brochures annually every spring.
3) Post brochure on City website for reference.

Measures of Success:

1) Brochure will be updated and posted to the City website by April 2023.
2) Brochure will be distributed to licensed businesses every April.

Milestones:

2022: Distribute existing brochure to licensed businesses in April 2022.
2023: Update/distribute storm water brochure and post on City website in April 2023.
2024: Review/update and distribute brochure in April 2024.
2025: Review/update and distribute brochure in April 2025.
2026: Review/update and distribute brochure in April 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$539	$561	$583	$606	$631
Other Costs	$2,400	$2,496	$2,596	$2,700	$2,808
Total Costs	**$2,939**	**$3,057**	**$3,179**	**$3,306**	**$3,438**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PE 04: UTAH COUNTY STORM WATER COALITION (UCSWC) OUTREACH

Existing: ☒ **New:** ☐

Description: American Fork City is a member of the Utah County Storm Water Coalition (UCSWC), whose purpose is to enhance public knowledge and awareness of storm water pollution and provide information to individuals and households to prevent storm water pollution and protect water quality.

Permit Reference: 4.2.1.2

Desired Results: Implement education to the public on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable City staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs.

Audience: General Public including Residents, Businesses, Institutions, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Participate in UCSWC meetings six times per year and pay annual dues.
2) Support UCSWC in educational efforts at K-12 schools.
3) Seek opportunities to partner with UCSWC for community events, such as American Fork Steel Days.
4) Encourage UCSWC to update their website annually.

Measures of Success:

1) Track attendance at UCSWC meetings.
2) Track presentations by UCSWC to schools in American Fork City.
3) Track participation at community events.
4) Document request to UCSWC to update their website.

Milestones:

2022: Annual UCSWC participation.
2023: Annual UCSWC participation.
2024: Annual UCSWC participation.
2025: Annual UCSWC participation.
2026: Annual UCSWC participation.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$6,076	$6,319	$6,572	$6,835	$7,108
Other Costs	$5,000	$5,200	$5,408	$5,624	$5,849
Total Costs	**$11,076**	**$11,519**	**$11,980**	**$12,459**	**$12,957**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PE 05: SOCIAL MEDIA MESSAGING

Existing: ☐ **New:** ☒

Description: American Fork City will use social media platforms such as Facebook, Instagram, and Twitter to provide periodic messages regarding storm water pollution prevention.

Permit Reference: 4.2.1.2

Desired Results: Implement education to the public on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable City staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs.

Audience: General Public including Residents, Businesses, Institutions, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Communications Department.

Measurable Goal:

1) Choose consistent storm water related topics for each month of the year.
2) Develop message for each topic.
3) Post storm water messages on social media monthly.

Measures of Success:

1) Create list of storm water related topics by July 2022.
2) Develop messages related to those topics for each month of the year.
3) Track social media response to storm water posts by noting the post insights such as likes, comments, and/or shares.

Milestones:

2022: Create topic list by July 2022. Develop and post messages for each month remaining in 2022.
2023: Review/update and post monthly social media storm water messaging.
2024: Review/update and post monthly social media storm water messaging.
2025: Review/update and post monthly social media storm water messaging.
2026: Review/update and post monthly social media storm water messaging.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$7,056	$7,338	$7,632	$7,937	$8,255
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$7,056**	**$7,338**	**$7,632**	**$7,937**	**$8,255**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PE 06: INFORMATION TO CONTRACTORS AND DEVELOPERS

Existing: ☒ **New:** ☐

Description: American Fork City will provide and document education and outreach given to engineers, construction contractors, developers, development review staff, and land use planners concerning the development of storm water pollution prevention plans (SWPPPs) and BMP use, to reduce adverse impacts from storm water runoff from development sites.

Permit Reference: 4.2.1.4

Desired Results: Implement education to contractors and developers on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable City staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs.

Audience: Engineers, Contractors, Developers, Development Review Staff, Land Use Planners.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Development Review Staff.

Measurable Goal:

1) Review and update the existing information packet/slide presentation on SWPPPs and BMPs.
2) Distribute information packet to engineers, contractors, and developers for every new development/re-development at pre-construction meeting. Create a webinar for contractors to watch, then track participation electronically.
3) Post information packet/slide presentation on city website for reference.

Measures of Success:

1) Information packet/slide presentation will be updated and posted to the City website by April 2022.
2) Require engineers, contractors, and developers to return a signed acknowledgement that they have received and read the information packet. Or use web service to track participation in recorded webinar.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Milestones:

2022: Update information packet and post on website by April 2022. Distribute information and track participation for every new development.
2023: Distribute information and track participation for every new development.
2024: Distribute information and track participation for every new development.
2025: Distribute information and track participation for every new development.
2026: Distribute information and track participation for every new development.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,940	$3,058	$3,180	$3,307	$3,439
Other Costs	$1,200	$1,248	$1,298	$1,350	$1,404
Total Costs	**$4,140**	**$4,306**	**$4,478**	**$4,657**	**$4,843**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PE 07: STAFF TRAINING

Existing: ☒ **New:** ☐

Description: American Fork City will provide and document education and training given to employees of city-owned or -operated facilities concerning the City's prohibition against illicit discharges and improper disposal of waste and the impacts to water quality associated with these types of discharges. The City must, at a minimum, consider the following topics: equipment inspection to ensure timely maintenance; proper storage of industrial materials (emphasize pollution prevention); proper management and disposal of wastes; proper management of dumpsters; minimization of use of salt and other de-icing materials (cover/prevent runoff to MS4 and ground water contamination); benefits of appropriate onsite infiltration (areas with low exposure to industrial materials such as roofs or employee parking); and proper maintenance of parking lot surfaces (sweeping).

City will also provide and document education and training to MS4 engineers, development and plan review staff, land use planners, and other pertinent parties about low impact development (LID) practices, green infrastructure practices, and the specific requirements for post-construction control and the associated BMPs chosen within the SWMP.

Permit Reference: 4.2.1.5, 4.2.1.6

Desired Results: Implement education to the City staff on the effects of storm water discharge and water quality and promote use of best management practices to reduce adverse effects to storm water quality.

Justification: Applicable City staff, businesses, industries, developers, contractors, and residents are the first line of defense to protect water quality. Knowledge of certain activities and practices and how they affect water quality is crucial to a successful effort to eliminate target pollutants.

Pollutants: General pollutants associated with all MCMs.

Audience: City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Conduct annual training with city staff (such as: public works, parks, cemetery, engineers, plan review staff, land use planners, fire and police departments) to familiarize staff with SOPs related to illicit discharge, waste disposal, and LID practices.

Measures of Success:

1) Conduct training every January.
2) Document attendance by staff at annual training.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Milestones:

2022: Conduct staff training every January.
2023: Conduct staff training every January.
2024: Conduct staff training every January.
2025: Conduct staff training every January.
2026: Conduct staff training every January.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$5,586	$5,809	$6,042	$6,283	$6,535
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$5,586**	**$5,809**	**$6,042**	**$6,283**	**$6,535**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.2.2 Public Involvement/Participation

BMP PP 01: STORM WATER ADVISORY COMMITTEE

Existing: ☒ **New:** ☐

Description: Organize and maintain a storm water advisory committee chaired by a City Council member with support from stakeholders representing the key target audiences in the community including residents, contractors, businesses, and others.

Permit Reference: 4.2.2

Desired Results: To provide a regular process over the duration of the permit for public input and feedback on the 1) development, 2) implementation, and 3) reporting of the storm water management program and associated plan document.

Justification: A storm water advisory committee allows the public to become actively engaged in the preparation and implementation of the storm water management plan with regular and consistent involvement, even more so than public meetings. The committee also provides an additional contact point for concerned citizens beyond just the City Council and City staff members.

Pollutants: General pollutants associated with all MCMs.

Audience: General Public including Residents, Businesses, Institutions, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager.

Measurable Goal: Continue utilizing a storm water advisory committee to:

1) Review the SWMP during preparation including BMPs, SOPs, and proposed budgets three (3) times during the SWMP update process.
2) Review implementation of the SWMP twice annually.
3) Provide input to the city on the SWMP process and storm water budgets annually.

Measures of Success: Compliance with these measures on all qualifying projects

1) Meet three (3) times during SWMP update.
2) Meet every April and October to review SWMP implementation and progress.
3) Review draft annual report and proposed annual budgets every October and provide recommendations to City Council for approval.

Milestones:

2022: Meetings in April and October.
2023: Meetings in April and October.
2024: Meetings in April and October.
2025: Meetings in April and October.
2026: Meetings in April and October. Meet three times during next SWMP update.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,156	$2,242	$2,332	$2,425	$2,522
Other Costs	$500	$520	$541	$562	$585
Total Costs	**$2,656**	**$2,762**	**$2,873**	**$2,987**	**$3,107**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PP 02: PUBLIC REVIEW OF SWMP

Existing: ☒ **New:** ☐

Description: Post a copy of the completed SWMP on the City website. Provide contact information (email address and phone number) for the Storm Water Advisory Committee (SWAC) member who will receive public comment on the SWMP over the duration of the permit.

Permit Reference: 4.2.2.3

Desired Results: To provide a regular process over the duration of the permit for public input and feedback on the SWMP document.

Justification: Posting the SWMP on the City website will allow the general public access to the document for review and comment.

Pollutants: General pollutants associated with all MCMs.

Audience: General Public including Residents, Businesses, Institutions, Contractors, Developers, City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, SWAC.

Measurable Goal:

1) A current version of the SWMP document shall remain available on the City website for public review and input for the life of the Permit.
2) A specific contact person on the SWAC shall be clearly identified on the City website and their phone number and/or email address shall be provided.

Measures of Success:

1) SWMP is posted on the City website within 180 days from the effective date of the Permit.
2) Contact information for the SWAC is reviewed and updated, if necessary, semiannually in conjunction with SWAC meetings in April and October.
3) If SWMP is updated during the life of the permit, an updated SWMP document will be posted on the City website and notification will be given that an update is available for review.

Milestones:

2022: Confirm and/or update contact information on City website in April and October. Post SWMP update on City website, if applicable.

2023: Confirm and/or update contact information on City website in April and October. Post SWMP update on City website, if applicable.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2024: Confirm and/or update contact information on City website in April and October. Post SWMP update on City website, if applicable.

2025: Confirm and/or update contact information on City website in April and October. Post SWMP update on City website, if applicable.

2026: Confirm and/or update contact information on City website in April and October. Post SWMP update on City website.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$147	$153	$159	$165	$172
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$147**	**$153**	**$159**	**$165**	**$172**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.2.3 Illicit Discharge Detection and Elimination (IDDE)

BMP ID 01: STORM WATER SYSTEM MAPPING

Existing: ☒ **New:** ☐

Description: Maintain a current GIS-based map of the storm water sewer system showing the locations of all outfalls to the waters of the U.S. with layers for inlets, pipes, channels, manholes, outfalls and their associated names, detention ponds, treatment systems, rivers and streams with their associated names, and associated information on ownership.

Permit Reference: 4.2.3.1

Desired Results: To provide a GIS-based map and database that tracks outfalls and all storm water infrastructure including the outfalls and infrastructure associated with supporting the Illicit Discharge Detection and Elimination (IDDE) program.

Justification: To facilitate understanding the possible discharge locations to the waters of the U.S. and to support staff detecting, eliminating, and enforcing on all illicit or illegal non-storm water discharges.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges.

Audience: City Staff.

Responsible Agents in City: City Engineer, Sewer and Storm Water Division Manager, Storm Water Inspector, Infrastructure Manager, GIS Director.

Measurable Goal: Continue updating the Storm Water Mapping by:

1) Survey in new development and as-builts prior to final sign-off by infrastructure inspectors.
2) Verify and update existing storm water mapping as part of storm water maintenance, cleaning, and regular inspections.

Measures of Success: Compliance with these goals will be measured by:

1) Complete survey of all new development annually.
2) Documentation of updates by maintenance in inspection as logged by work orders.

Milestones:

2022: Audits of survey and inspection work orders in September prior to annual report.
2023: Audits of survey and inspection work orders in September prior to annual report.
2024: Audits of survey and inspection work orders in September prior to annual report.
2025: Audits of survey and inspection work orders in September prior to annual report.
2026: Audits of survey and inspection work orders in September prior to annual report.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$45,864	$47,699	$49,607	$51,591	$53,655
Other Costs	$5,000	$5,200	$5,408	$5,624	$5,849
Total Costs	**$50,864**	**$52,899**	**$55,015**	**$57,215**	**$59,504**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 02: UPDATE ILLICIT DISCHARGE DETECTION AND ELIMINATION ORDINANCE

Existing: ☒ **New:** ☐

Description: Update existing ordinance to prohibit non-storm water discharges including spills, illicit connections, illegal dumping, and sanitary sewer overflows into the storm water system. The ordinance will provide legal authority to detect, investigate, eliminate, and enforce against non-storm water discharges, including illegal dumping, into the American Fork MS4. (City Code 13.94.080)

Permit Reference: 4.2.3.2

Desired Results: To provide a variety of enforcement options in order to apply and escalate enforcement procedures as necessary based on the severity of violation and/or the failure of the violator to address the violation(s). To provide the adequate legal authority to detect, investigate, eliminate, and enforce against non-storm water discharges, including illegal dumping.

Justification: To provide the mechanism and tools necessary to detect and eliminate non-storm water discharges that are illegal and illicit.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges.

Audience: City Staff, General Public (Residents, Businesses, Institutions, Contractors, Developers).

Responsible Agents in City: City Engineer, Sewer and Storm Water Division Manager, Storm Water Inspector, Infrastructure Manager, City Attorney.

Measurable Goal: Regularly review and update the IDDE Ordinance:

1) Review ordinance with suggestions for improvements. SWAC will review updated ordinance and make recommendation to City Council for adoption.
2) Ordinance modifications will be completed in time for the annual report.
3) Review ordinance annually for effectiveness.

Measures of Success: Compliance with these goals will be measured by:

1) Recommendations for ordinance updates provided by July 2022.
2) Ordinance modifications implemented prior to October 1, 2022 Annual Report.
3) Documentation of annual reviews as part of annual reports.

Milestones:

2022: Ordinance updates completed by October 1, 2022.
2023: Ordinance review of effectiveness completed by October 1, 2023.
2024: Ordinance review of effectiveness completed by October 1, 2024.
2025: Ordinance review of effectiveness completed by October 1, 2025.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2026: Ordinance review of effectiveness completed by October 1, 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$1,568	$1,631	$1,696	$1,764	$1,834
Other Costs	$2,400	$2,496	$2,596	$2,700	$2,808
Total Costs	**$3,968**	**$4,127**	**$4,292**	**$4,464**	**$4,642**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 03: UPDATE ASSESSMENT OF HIGH PRIORITY AREAS

Existing: ☒ **New:** ☐

Description: Update of written standard operating procedures (SOPs) and mapping for locating and listing priority areas likely to have illicit discharges based on:

- Areas with older infrastructure with increased potential for illicit connections,
- Industrial, commercial, or mixed-use areas,
- Areas with a history of illicit discharges,
- Areas with a history of illicit dumping,
- Areas with onsite sewage disposal systems,
- Areas with older sewer lines or history of overflows or cross connections,
- Areas upstream of sensitive waterbodies, and
- Other areas the permittee determines to have increased potential for illicit discharges.

Permit Reference: 4.2.3.3.1

Desired Results: To focus inspection efforts to the locations most likely to provide the greatest reductions in illicit and illegal discharges of non-storm water discharges based on historical and available knowledge.

Justification: Focusing on high priority areas allows the City to most effectively and efficiently locate illicit discharges.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges.

Audience: Storm Water Inspector, Sewer and Storm Water Division Manager, GIS Director.

Responsible Agents in City: Sewer and Storm Water Division Manager, Storm Water Inspector.

Measurable Goal: Update assessment of high priority areas by:

1) Update written prioritization methodology.
2) Update GIS map of high priority areas.

Measures of Success: Compliance with these goals will be measured by:

3) Update of SOP for prioritization methodology.
4) Update of GIS map of prioritization.
3) Review and update prioritization annually.

Milestones:

2022: Update SOP by April 2022. Update prioritization by October 2022.
2023: Review and update prioritization based upon previous years inspections by October 2023.
2024: Review and update prioritization based upon previous years inspections by October 2024.

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2025: Review and update prioritization based upon previous years inspections by October 2025.

2026: Review and update prioritization based upon previous years inspections by October 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$3,332	$3,465	$3,604	$3,748	$3,898
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$3,332**	**$3,465**	**$3,604**	**$3,748**	**$3,898**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 04: UPDATE ILLICIT DISCHARGE DETECTION AND ELIMINATION STANDARD OPERATION PROCEDURES

Existing: ☒ **New:** ☐

Description: The City will prepare and update the standard operating procedures (SOPs) for:

- The definition of high priority areas;
- Tracing the source of an illicit discharge using visual inspections, opening manholes, mobile cameras, field tests, collecting and analyzing water samples for the purpose of determining sanctions or penalties, and/or other detailed inspection procedures;
- Characterization of illicit discharges and the potential risk to the public or environment with the appropriate notification and documentation procedures;
- Elimination of illicit or illegal non-storm water discharges including notification of appropriate authorities, property owners, technical assistance where necessary, follow-up inspections, and escalating enforcement and legal action if not eliminated; and
- Notification of public employees, businesses, and the general public of hazards associated with illicit discharges or improper disposal of wastes.

Permit Reference: 4.2.3.3, 4.2.3.4, 4.2.3.5, 4.2.3.5.1, 4.2.3.6, 4.2.3.7

Desired Results: To standardize procedures between staff for both efficiency and safety.

Justification: To maintain consistency in procedures and results and to protect the public employees, businesses, general public, and the environment, it is necessary to standardize procedures.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges

Audience: Storm Water Inspector, Sewer and Storm Water Division Manager, Public Works Director, City Engineer, Facilities Engineer, Fire Department, Public Works Administrative Staff.

Responsible Agents in City: Sewer and Storm Water Division Manager, Storm Water Inspector, Fire Marshall, City Engineer, Public Works Director.

Measurable Goal: Regularly review and update the IDDE SOPs:

1) Review and update SOPs as part of SWMP submittal process.
2) Review SOPs annually for effectiveness and update as necessary.

Measures of Success: Compliance with these goals will be measured by:

1) Update to SOPs for review by Storm Water Advisory Committee by October 2022.
2) Review SOPs for effectiveness and update as necessary annually before October 1 annual report.

Milestones:

2022: Review and update SOPs.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2023: Review and update SOPs.
2024: Review and update SOPs.
2025: Review and update SOPs.
2026: Review and update SOPs.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$4,116	$4,281	$4,452	$4,630	$4,815
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$4,116**	**$4,281**	**$4,452**	**$4,630**	**$4,815**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 05: DRY WEATHER SCREENING OF OUTFALLS

Existing: ☒ **New:** ☐

Description: The City will continue to implement dry weather screening of all outfalls to the waters of the U.S., as mapped in the GIS databased completed in ID 01, using a standard inspection form created by American Fork City at least once during the 5-year permit cycle.

Permit Reference: 4.2.3.3.3

Desired Results: To identify any continuous or semi-regular discharges that are illicit or illegal non-storm water discharges and trace them back to the source and eliminate them.

Justification: Dry weather discharges reflect non-storm water discharges. The utilization of the inspection form and the SOP created by American Fork City will allow the inspector to determine if the flows are allowable discharges as identified in Permit Paragraph 1.2.2.2 or if they are illegal or illicit. This then allows the City, if necessary, to eliminate those discharges.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges.

Audience: Storm Water Inspector, Sewer and Storm Water Division Manager.

Responsible Agents in City: Sewer and Storm Water Division Manager, Storm Water Inspector, Public Works Director.

Measurable Goal: Regular dry weather inspections of all outfalls within American Fork City.

1) Inspection of 20% of all outfalls annually throughout the City.
2) Return inspections on all outfalls with possible problems after tracing and corrective action within six months of initial inspection and corrective action.

Measures of Success: Compliance with these goals will be measured by:

1) Annual review of the completed dry weather screening work orders, GIS mapping of inspections, and completed inspection reports.
2) Review of inspection effectiveness and the procedures.

Milestones:

2022: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2023: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2024: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2025: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2026: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,744	$2,854	$2,968	$3,087	$3,210
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,744**	**$2,854**	**$2,968**	**$3,087**	**$3,210**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 06: HIGH PRIORITY AREA INSPECTIONS

Existing: ☒ **New:** ☐

Description: The City will continue high priority inspections base on the high priority mapping completed in MCM #3 BMP ID 03 using the SOPs and inspection forms.

Permit Reference: 4.2.3.3.2

Desired Results: To inspect all high priority areas and eliminate illicit or illegal non-storm water discharges or dumping.

Justification: The high priority areas identified and updated annually are inspected to ensure that the areas most susceptible to pollution are being protected.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges with particular emphasis on phosphorus and nitrogen.

Audience: Storm Water Inspector, Sewer and Storm Water Division Manager.

Responsible Agents in City: Sewer and Storm Water Division Manager, Storm Water Inspector, Public Works Director.

Measurable Goal: Regular inspections of all high priority areas in American Fork City.

1) Annual review of the completed priority inspection work orders, GIS mapping of inspections, and completed inspection reports.
2) Review of inspection effectiveness and the procedures.

Measures of Success: Compliance with these goals will be measured by:

1) Inspection of 100% of all high priority area annually throughout the City.

Milestones:

2022: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2023: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2024: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2025: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.
2026: Review the work orders, GIS mapping of inspections, and completed inspections reports prior to the annual reports.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,744	$2,854	$2,968	$3,087	$3,210
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,744**	**$2,854**	**$2,968**	**$3,087**	**$3,210**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 07: MAINTAIN 24-HOUR HOTLINE AND UPDATE SOP FOR CALL RESPONSE

Existing: ☒ **New:** ☐

Description: The City will maintain the 24-hour-a-day hotline, web contact, and call response procedures.

Permit Reference: 4.2.3.9

Desired Results: To provide a method for the community to act as additional eyes and ears to report illegal or illicit non-storm water discharges and to act as a functional extension of the City resources.

Justification: Very few actions occur unseen by the general public. With ongoing public education, the hotline and the ability to report through the website and other multimedia options enhances the ability to further eliminate illicit discharges.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges and dumping.

Audience: Storm Water Inspector, Sewer and Storm Water Division Manager.

Responsible Agents in City: Sewer and Storm Water Division Manager, Storm Water Inspector, Public Works Director, City Reception Staff.

Measurable Goal:

1) Update response flowchart and report log forms.
2) Complete report log and response form process according to the appropriate response SOP.
3) Create the appropriate work order in the GIS database logging the reported spill.

Measures of Success: Compliance with these goals will be measured by:

1) Review of response flowchart and report log forms before July 2022.
2) Review and document report logs, response forms, created and completed work orders for annual report.

Milestones:

2022: Update response flow chart and report log forms before July 2022. Review document report logs, response forms, created and completed work orders, and hotline effectiveness by the annual report.
2023: Review document report logs, response forms, created and completed work orders, and hotline effectiveness by the annual report.
2024: Review document report logs, response forms, created and completed work orders, and hotline effectiveness by the annual report.
2025: Review document report logs, response forms, created and completed work orders, and hotline effectiveness by the annual report.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2026: Review document report logs, response forms, created and completed work orders, and hotline effectiveness by the annual report.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$784	$815	$848	$882	$917
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$784**	**$815**	**$848**	**$882**	**$917**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 08: ANNUAL CITY STAFF TRAINING

Existing: ☒ **New:** ☐

Description: Provide annual training to all City staff, contracted staff, or other responsible entities that, as part of their normal job responsibilities, might encounter or otherwise observe an illicit or illegal discharge or connection. The training shall cover the IDDE program including identification, investigation, termination, cleanup, and reporting of spills, improper disposal, and illicit connections. Provide additional training to those who may receive the reports of illicit discharges.

Permit Reference: 4.2.3.11

Desired Results: To annually prepare the City's staff, contracted staff, and other responsible entities to recognize and identify illicit discharges and connections and provide the necessary instruction to ensure the necessary termination, cleanup, and reporting of spills, improper disposals, and illicit connections.

Justification: City staff, when looked at comprehensively, cover the entirety of the City on a regular basis. This provides an excellent opportunity to screen for illicit and illegal discharges and dumping.

Pollutants: Non-storm water discharges associated with illegal or illicit discharges and dumping.

Audience: City Staff.

Responsible Agents in City: Public Works Director, City Manager, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Update of annual training program based on updated SOPs.
2) Provide annual training to all City employees and to all new employees within 60 days of hire.
3) Log all training.

Measures of Success: Compliance with these goals will be measured by:

1) Update annual training program by December 2022 for implementation in January 2023.
2) Audit training logs annually in September to verify employees have completed training as required.

Milestones:

2022: Update annual training program by December 2022.
2023: Implement training in January 2023 with a log to verify completion of training.
2024: Complete training in January 2024 with a log to verify completion of training.
2025: Complete training in January 2025 with a log to verify completion of training.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2026: Complete training in January 2026 with a log to verify completion of training.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$13,916	$14,473	$15,052	$15,654	$16,280
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$13,916**	**$14,473**	**$15,052**	**$15,654**	**$16,280**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 09: HOUSEHOLD HAZARDOUS WASTE EDUCATION

Existing: ☐ **New:** ☒

Description: American Fork City, in coordination with the UCSWC and the City's contracted waste collection service, will promote and provide services for the collection of household hazardous waste.

Permit Reference: 4.2.3.8

Desired Results: To remind the residents to dispose of household hazardous waste appropriately.

Justification: To help educate the local community, using multimedia methods, about the proper disposal of household hazardous waste.

Pollutants: Household hazardous waste including chemicals, paints, cleaners, oils, gasolines, pesticides, herbicides, etc.

Audience: General Public (Residents, Businesses, Institutions, Contractors, Developers).

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Storm Water Inspector, Communications Department.

Measurable Goal:

1) Create household hazardous waste disposal education outreach multimedia program.
2) Update outreach information annually and document changes.

Measures of Success: Compliance with these goals will be measured by:

1) Creation and implementation of household hazardous waste disposal education outreach information by December 2022.
2) Update outreach program by July annually.

Milestones:

2022: Create and implement household hazardous waste disposal education outreach multimedia program by December 2022.
2023: Update program by July 2023.
2024: Update program by July 2024.
2025: Update program by July 2025.
2026: Update program by July 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$1,568	$1,631	$1,696	$1,764	$1,834
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$1,568**	**$1,631**	**$1,696**	**$1,764**	**$1,834**

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP ID 10: MAPPING AND TRACKING DATABASE OF SPILLS AND ILLICIT DISCHARGES IDENTIFIED AND INSPECTIONS CONDUCTED

Existing: ☐ **New:** ☒

Description: American Fork City will implement a database for mapping and tracking the number and type of spills or illicit discharges identified and inspections conducted. The effectiveness of the program will be evaluated annually.

Permit Reference: 4.2.3.10

Desired Results: Track and monitor the location of spills and illicit discharges and the location of inspections and also provide information that will be used to update the priority areas, SOPs, training, and mapping.

Justification: Tracking the location of spills, illicit discharges, illegal dumping, and inspections in GIS and the associated database will help the City better document where there are issues.

Pollutants: All illicit discharges and illegal dumping.

Audience: City Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, Storm Water Inspector, Fire Marshall, GIS Director.

Measurable Goal:

1) Create a spill and inspection GIS mapping and database to track the spills, discharges, and inspections.
2) Update GIS mapping and database prior to preparing the annual report.
3) Audit GIS mapping and database annually for completion.

Measures of Success: Compliance with these goals will be measured by:

1) Creation of the spill and inspection database by December 2022.
2) Documentation of annual updates.

Milestones:

2022: Create Spill and Inspection GIS mapping and database by December 2022.
2023: Update Spill and Inspection GIS mapping and database by September 2023.
2024: Update Spill and Inspection GIS mapping and database by September 2024.
2025: Update Spill and Inspection GIS mapping and database by September 2025.
2026: Update Spill and Inspection GIS mapping and database by September 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,352	$2,446	$2,544	$2,646	$2,752
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,352**	**$2,446**	**$2,544**	**$2,646**	**$2,752**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.2.4 Construction Site Storm Water Runoff Control

BMP CS 01: REVISE CITY CONSTRUCTION SITE ORDINANCES

Existing: ☒ **New:** ☐

Description: American Fork City will review and update city ordinances and regulations to incorporate the requirements of the current permit and the updated design and construction standards.

Permit Reference: 4.2.4.1, 4.2.4.1.1, 4.2.4.1.2, 4.2.4.1.3

Desired Results: To provide the city the legal authority to direct and enforce the requirements of the permit.

Justification: By updating the ordinances to include the current permit requirements, City Staff will have the authority to implement the program and clarify the processes and city programs.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineering Staff, Sewer and Storm Water Division Staff, Contractors, Developers, Development Engineers, Architects.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer, City Attorney.

Measurable Goal:

1) Revise city ordinances to be equivalent with the requirements set forth in the most current UPDES Construction General Storm Water Permits (CGP).
2) Verify ordinances require the preparation of a SWPPP and application of sediment and erosion BMPs.
3) Verify ordinances require the construction operators to obtain coverage under the CGP by obtaining a Notice of Intent and maintaining it.
4) Verify ordinances include provisions for access by qualified personnel from the City to inspect construction storm water BMPs.

Measures of Success: Compliance with these goals will be measured by:

1) Draft of ordinance updates by September 2022 and submittal to City Council for approval.
2) Approval of modified city ordinances by October 2022.
3) Annual review of city ordinances to ensure compliance with current CGP.

Milestones:

2022: Complete draft updates by September 2022. Submit updates to City Council by October 2022.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2023: Review and update ordinances, if necessary, by April 2023.
2024: Review and update ordinances, if necessary, by April 2024.
2025: Review and update ordinances, if necessary, by April 2025.
2026: Review and update ordinances, if necessary, by April 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$1,176	$1,223	$1,272	$1,323	$1,376
Other Costs	$2,400	$2,496	$2,596	$2,700	$2,808
Total Costs	**$3,576**	**$3,719**	**$3,868**	**$4,023**	**$4,184**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 02: REVISE ENFORCEMENT STRATEGY AND IMPLEMENT PROVISIONS

Existing: ☒ **New:** ☐

Description: American Fork City will review and update its written standard operation procedures (SOPs) for enforcement. The updates will address appropriate escalating enforcement procedures and actions, including appeals. The procedure will be published on the City website per the permit. Implementation of enforcement strategy will be documented through work orders.

Permit Reference: 4.2.4.2, 4.2.4.2.1, 4.2.4.2.2

Desired Results: To clearly document the enforcement strategy to obtain compliance and make it clear and provide information to contractors and the public on the City website. To verify documentation of implementation is compliant with permit requirements.

Justification: To provide transparency and clarity when communicating with those involved in enforcement and seeking compliance through pre-construction meetings, public education and outreach, and the City website.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineering Staff, Sewer and Storm Water Division Staff, Storm Water Inspectors, Contractors, Developers, Development Engineers, Architects, Storm Water Advisory Committee.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer, City Attorney, Communications Department.

Measurable Goal:

1) Revise enforcement SOP and written strategy.
2) Publish strategy and procedures on the storm water page of the City website.
3) Track enforcement through documentation of work orders.

Measures of Success: Compliance with these goals will be measured by:

1) Revise the SOP and strategy by October 2022.
2) Publish on the website by November 2022.
3) Annual review of enforcement SOP and strategy to ensure compliance with current CGP.
4) Compilation of documented enforcement by September annually.

Milestones:

2022: Complete the SOP and written strategy update by October 2022 and publish them by November 2022.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2023: Review and update enforcement SOP and strategy, if necessary, by April 2023. Compile enforcement documentation by September 2023.
2024: Review and update enforcement SOP and strategy, if necessary, by April 2024. Compile enforcement documentation by September 2024.
2025: Review and update enforcement SOP and strategy, if necessary, by April 2025. Compile enforcement documentation by September 2025.
2026: Review and update enforcement SOP and strategy, if necessary, by April 2026. Compile enforcement documentation by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$1,568	$1,631	$1,696	$1,764	$1,834
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$1,568**	**$1,631**	**$1,696**	**$1,764**	**$1,834**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 03: REVISE SWPPP REVIEW CHECKLIST AND SOP

Existing: ☒ **New:** ☐

Description: American Fork City will review and update, as needed, its written SWPPP review checklist and SOP on an annual basis.

Permit Reference: 4.2.4.3

Desired Results: To ensure contractors, development engineers, and review staff follow the same procedures and have the same expectations in implementing storm water BMPs and the requirements of the UPDES CGP.

Justification: To continually streamline and improve the process and address any deficiencies in the process to ensure that the requirements of the UPDES CGP are being met. To document that the checklist and SOP are current and that they are effective. This will reflect the changes in the construction permits which are on a different renewal cycle than the MS4 Permit.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineering Staff, Storm Water Inspectors, Development Engineers, Architects.

Responsible Agents in City: Public Works Director, City Engineer.

Measurable Goal:

1) Revise checklist annually based on staff and updates in the permits.
2) Update the SWPPP review SOP annually to address changes in procedures or the construction permits.

Measures of Success: Compliance with these goals will be measured by:

1) Revise the SOP and checklist by January annually.
2) Publish on the website by February annually.

Milestones:

2022: Complete the SOP and checklist updates by January 2022 and publish on the City website by February 2022.
2023: Complete the SOP and checklist updates by January 2023 and publish on the City website by February 2023.
2024: Complete the SOP and checklist updates by January 2024 and publish on the City website by February 2024.
2025: Complete the SOP and checklist updates by January 2025 and publish on the City website by February 2025.
2026: Complete the SOP and checklist updates by January 2026 and publish on the City website by February 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$490	$510	$530	$551	$573
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$490**	**$510**	**$530**	**$551**	**$573**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 04: UPDATE SOPs FOR INSPECTION AND ENFORCEMENT

Existing: ☒ **New:** ☐

Description: American Fork City will review and update, as needed, its written SOPs, on an annual basis, for site storm water inspections by a qualified person and enforcement.

Permit Reference: 4.2.4.1, 4.2.4.2, 4.2.4.4

Desired Results: To regularly update the procedures to ensure compliance at all construction sites with all General Construction Storm Water Permits.

Justification: As the general construction storm water permits are updated and renewed, the inspection and enforcement procedures also need to be updated to ensure compliance.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: Storm Water Inspectors.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager

Measurable Goal:

1) Update SOPs annually based on staff and updates in the permits.

Measures of Success: Compliance with these goals will be measured by:

1) Revise the SOPs by September annually.

Milestones:

2022: Complete the SOPs by September 2022.
2023: Complete the SOPs by September 2023.
2024: Complete the SOPs by September 2024.
2025: Complete the SOPs by September 2025.
2026: Complete the SOPs by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$490	$510	$530	$551	$573
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$490**	**$510**	**$530**	**$551**	**$573**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 05: BI-WEEKLY INSPECTIONS OF HIGH PRIORITY SITES AND MONTHLY INSPECTIONS OF ALL SITES

Existing: ☒ **New:** ☐

Description: American Fork City determines if construction sites are high priority based on soil erosion potential, site slope, project size and type, sensitivity of receiving waterbodies, and non-storm water discharges and past record of non-compliance by the operators of the construction site. High priority sites will be inspected bi-weekly (once every two weeks). All other sites will be inspected monthly. Any non-compliant sites will be followed up within 7 days or less.

Permit Reference: 4.2.4.3.2, 4.2.4.4.1, 4.2.4.4.3

Desired Results: To prioritize and focus inspection efforts where the greatest benefits will be achieved while ensuring that all sites are inspected regularly.

Justification: By prioritizing the construction sites during the SWPPP and design review process as part of the approval process, limited resources can be prioritized on the areas where pollution from construction sites are most likely to occur.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: Storm Water Inspectors.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) All high-priority sites inspected bi-weekly (once every two weeks).
2) All other sites inspected once a month.
3) All compliance and corrective inspections completed within 7 days or less.

Measures of Success: Compliance with these goals will be measured by:

1) SWPPP inspection reports and work orders documenting completion of all inspections.
2) Metrics reports updated semi-annually showing that all inspections are compliant.

Milestones:

2022: Updated metrics and reports by March and September 2022.
2023: Updated metrics and reports by March and September 2023.
2024: Updated metrics and reports by March and September 2024.
2025: Updated metrics and reports by March and September 2025.
2026: Updated metrics and reports by March and September 2026.

Cost Summary:

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

	2022	2023	2024	2025	2026
Labor Costs	$86,730 ,,	$90,199	$93,807	$97,559	$101,462
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$86,730**	**$90,199**	**$93,807**	**$97,559**	**$101,462**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 06: PRE-CONSTRUCTION SWPPP MEETINGS AND ADDRESSING PUBLIC COMMENTS

Existing: ☒ **New:** ☐

Description: American Fork City will hold a pre-construction SWPPP meeting to review the site design, planned operations at the construction site, planned BMPs during construction, and long term BMPs, including LID methods, to manage runoff after construction. The City will receive public comments through the established public process associated with the planning commission.

Permit Reference: 4.2.4.3.1, 4.2.4.3.2

Desired Results: To review the priority issues and public comments that must be addressed during construction with the design professionals, developer, and contractor. This meeting will allow the City to review and discuss any priority issues associated with the BMPs and LID methods related to the construction site.

Justification: Each site is different. As a result, meeting on site to discuss the areas of concern, the installation and maintenance of BMPs, the areas to be protected from disturbance, and the contractor's sequence of work will minimize the risk of pollution to the storm water system.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineer, Sewer and Storm Water Division Manager, Storm Water Inspectors, City Infrastructure Manager, Public Works Inspectors.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Present all projects requiring a SWPPP for public comment as part of City's planning process. Comments shall be received as part of the public process.
2) Hold a pre-construction SWPPP meeting for every project meeting the requirements under the UPDES CGP.
3) Document all pre-construction meetings with an agenda and minutes.

Measures of Success: Compliance with these goals will be measured by:

1) Meeting minutes from planning commissions for each development presented or other comments received through the public process related to storm water.
2) Metrics documenting the completion of all preconstruction meetings using work orders.

Milestones:

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2022: Updated metrics and meeting minutes by March and September 2022.
2023: Updated metrics and meeting minutes by March and September 2023.
2024: Updated metrics and meeting minutes by March and September 2024.
2025: Updated metrics and meeting minutes by March and September 2025.
2026: Updated metrics and meeting minutes by March and September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$39,200	$40,768	$42,399	$44,095	$45,858
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$39,200**	**$40,768**	**$42,399**	**$44,095**	**$45,858**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 07: MAINTAIN RSI AND RSW/RSR CERTIFICATION TRAINING OF ALL STORM WATER INSPECTORS AND ENGINEERING SWPPP WRITERS/REVIEWERS

Existing: ☒ **New:** ☐

Description: Maintain RSI certification for all storm water and public works staff involved with inspections. Ensure applicable new staff obtain RSI certification within 1 year of employment. Maintain RSW/RSR certification for all storm water and engineering staff involved in writing/reviewing SWPPP and site plans. Ensure applicable new staff obtain RSW/RSR certification within 1 year of employment.

Permit Reference: 4.2.4.4.1, 4.2.4.5

Desired Results: To maintain the training and knowledge base with the current state of the industry of all City staff associated with review and inspection of storm water facilities.

Justification: By attending annual training and maintaining the certifications, staff will make all efforts to become aware of upcoming technology trends and information that will be beneficial to the city and may affect future construction, review, and permitting requirements.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineer, Sewer and Storm Water Division Manager, Storm Water Inspectors, City Infrastructure Engineer, Public Works Inspectors.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Maintain all RSI and RSW/RSR certifications.
2) Ensure all appropriate new staff obtain the necessary certifications within 1 year of employment.

Measures of Success: Compliance with these goals will be measured by:

1) Document renewal annually as part of annual metrics reporting and as part of work orders.
2) Document training of all appropriate new staff using training logs and work orders. Upon completion of training, they will receive certification that documents the completion of training.

Milestones:

2022: Updated log of certified staff by September 2022.
2023: Updated log of certified staff by September 2023.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2024: Updated log of certified staff by September 2024.
2025: Updated log of certified staff by September 2025.
2026: Updated log of certified staff by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$23,520	$24,461	$25,439	$26,457	$27,515
Other Costs	$1,250	$1,300	$1,352	$1,406	$1,462
Total Costs	**$24,770**	**$25,761**	**$26,791**	**$27,863**	**$28,977**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 08: UPDATE APPROVED CONSTRUCTION SITE STORM WATER BMPS AND DESIGN STANDARDS

Existing: ☒ **New:** ☐

Description: American Fork City will update the approved construction site storm water BMPs and references, including the references on the engineering and storm water websites. Additionally, the City will update the engineering design standards and details on the City website to meet current permit requirements.

Permit Reference: 4.2.4.1.1

Desired Results: To standardize the design and review process, simplify design and construction efforts for those working with American Fork, and standardize the infrastructure that is maintained by the City.

Justification: Clear and consistent BMPs and design standards make it much easier for the engineers and developers working with the City to complete projects. By updating them, combined with the SWPPP checklist and design review checklist posted online, the development process for storm water compliance is consistent.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineer, Sewer and Storm Water Division Manager, City Infrastructure Manager.

Responsible Agents in City: Public Works Director, City Engineer.

Measurable Goal:

1) Update storm water construction site BMPs.
2) Update engineering design standards and details.
3) Review annually.

Measures of Success: Compliance with these goals will be measured by:

1) Update BMP reference on website annually including the date modified.
2) Document the date last reviewed and modified on the design standards and details including when they are adopted.

Milestones:

2022: Review BMP references, standards, and details by June 2022.
2023: Update BMP references, standards, and details by December 2023.
2024: Review BMP references, standards, and details by December 2024.
2025: Review BMP references, standards, and details by December 2025.
2026: Review BMP references, standards, and details by December 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$7,840	$8,154	$8,480	$8,819	$9,172
Other Costs	$0	$17,000	$17,680	$18,387	$19,123
Total Costs	**$7,840**	**$25,154**	**$26,160**	**$27,206**	**$28,295**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 09: MAINTAIN DOCUMENTATION AND MAP OF SWPPP LOCATIONS BY ADDRESS

Existing: ☒ **New:** ☐

Description: American Fork City will document and map all SWPPP locations by address using a GIS database correlated to a digital copy of the SWPPP and each inspection and corrective action.

Permit Reference: 4.2.4.3, 4.2.4.6

Desired Results: To log and track all SWPPPs both by digital copy and by address locations using a GIS database to support and document compliance and to verify that no construction sites are missed.

Justification: The utilization of work orders, GIS database systems to log SWPPP locations, and the opportunity to correlate the SWPPPs to the individual inspections provide a strong link for providing metrics of compliance.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: City Engineer, Sewer and Storm Water Division Manager, City Infrastructure Engineer, City Storm Water Inspectors, Public Works Inspectors.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Logging of all SWPPPs in GIS database by address.
2) Metrics of all SWPPPs and associated inspections and corrective actions.

Measures of Success: Compliance with these goals will be measured by:

1) Map of all SWPPPs by year over the previous five years created annually by September of each year.
2) Metrics of all SWPPPs and associated inspections and corrective actions by March and September of each year.

Milestones:

2022: Updated metrics by March and September, and map by September 2022.
2023: Updated metrics by March and September, and map by September 2023.
2024: Updated metrics by March and September, and map by September 2024.
2025: Updated metrics by March and September, and map by September 2025.
2026: Updated metrics by March and September, and map by September 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$11,760	$12,230	$12,270	$13,228	$13,758
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$11,760**	**$12,230**	**$12,270**	**$13,228**	**$13,758**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP CS 10: ANNUAL STAFF TRAINING AS REQUIRED

Existing: ☒ **New:** ☐

Description: American Fork City will provide staff training to all staff and third-party reviewers or contractors whose job duties are related to implementing the construction storm water program. These duties include permitting, plan review, construction site inspections, and enforcement. Training will include the use of checklists, standard operating procedures (SOPs), methods for documentation, safety, and the completion a training log.

Permit Reference: 4.2.4.5

Desired Results: To provide training to all City staff associated with implementing the storm water construction program. This also allows staff to be informed and educated to proper industry methods and procedures as SOPs, standards, and permits are updated.

Justification: It is necessary to ensure that City staff are consistent in the implementation of the program. This requires annual training and the training of new staff.

Pollutants: TSS, TDS, nitrogen, phosphorus, and other related construction debris, wastes, and pollutants.

Audience: Sewer and Storm Water Division Staff, City Engineering Staff, Public Works Director.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Complete annual training of all existing engineering and storm water staff.
2) Complete the training of new staff in these divisions within 60 days of being hired.

Measures of Success: Compliance with these goals will be measured by:

1) Log of annual training of all existing employees.
2) Log of all new employees within 60 days of being hired.

Milestones:

2022: Complete annual training by April and within 60 days of hire date for new employees in 2022.
2023: Complete annual training by April and within 60 days of hire date for new employees in 2023.
2024: Complete annual training by April and within 60 days of hire date for new employees in 2024.
2025: Complete annual training by April and within 60 days of hire date for new employees in 2025.
2026: Complete annual training by April and within 60 days of hire date for new employees in 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$10,584	$11,007	$11,448	$11,906	$12,382
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$10,584**	**$11,007**	**$11,448**	**$11,906**	**$12,382**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.2.5 Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)

BMP PC 01: NON-STRUCTURAL BMPS

Existing: ☐ **New:** ☒

Description: American Fork City will consider non-structural BMPs, including requirements and standards to minimize development in areas susceptible to erosion and sediment loss; minimize the disturbance of native soils and vegetation; preserve areas that provide important water quality benefits; implement measures for flood control; and protect the integrity of natural resources and sensitive areas.

Permit Reference: 4.2.5.1.1

Desired Results: To prevent or minimize impacts to water quality by protecting sensitive areas.

Justification: Non-structural BMPs will minimize water quality impacts by protecting areas where physical controls are not suitable.

Pollutants: General pollutants associated with all MCMs with primary focus on TSS, total phosphorus, and total nitrogen.

Audience: City Staff, General Public (Residents, Businesses, Institutions, Contractors, Developers).

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Conduct planning meeting to determine how to incorporate non-structural BMPs into design standards, SOPs, and city ordinances.
2) Review and update design standards to include non-structural BMPs.
3) Review and update sensitive lands ordinances including the Shoreline Preservation Zone and Utah Lake Shoreline Protection Overlay Zone. Other sensitive lands ordinance modifications will be considered including river and stream setbacks and wetland protections.
4) Review and update Sensitive Lands application.

Measures of Success:

1) Planning meeting to establish non-structural BMP plan by April 2022.
2) Update standards, SOPs, ordinances, etc. by December 2022.
3) Review standards and ordinances annually to evaluate effectiveness of non-structural BMPs.

Milestones:

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2022: Planning meeting in April 2022. Updated standards, SOPs, and ordinances by December 2022.
2023: Review standards and ordinances and evaluate effectiveness by December 2023.
2024: Review standards and ordinances and evaluate effectiveness by December 2024.
2025: Review standards and ordinances and evaluate effectiveness by December 2025.
2026: Review standards and ordinances and evaluate effectiveness by December 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$1,960	$2,038	$2,120	$2,205	$2,293
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$1,960**	**$2,038**	**$2,120**	**$2,205**	**$2,293**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 02: RETENTION REQUIREMENT

Existing: ☒ **New:** ☐

Description: American Fork City has defined a specific hydrologic method for calculating runoff volumes and flow rates to ensure consistent sizing of structural BMPs in their jurisdiction and to facilitate plan review based on the 80th percentile storm.

Permit Reference: 4.2.5.1.2

Desired Results: Implement and enforce a program to reduce pollutants in storm water runoff to the MS4 from new development and redevelopment with a land disturbance greater than 1.0 acre, including projects less than one acre that are part of a larger common plan of development or sale after construction.

- New development projects must manage rainfall on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event (0.5 inches based on local rainfall analysis).
- If a redevelopment project increases the impervious surface by greater than 10%, the project shall manage rainfall on-site and prevent the off-site discharge of the net increase in the volume associated with the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event.

Justification: The objective of this BMP is for the hydrology associated with new development and redevelopment to mirror pre-development hydrology of the previously undeveloped site and to improve the hydrology of a redeveloped site and reduce the discharge of storm water flows (volumes and peaks) with the focus on contaminants by the MS4. This will improve overall water quality.

Pollutants: General pollutants associated with all MCMs with primary focus on TSS, TDS, total phosphorus, and total nitrogen.

Audience: City Staff, General Public (Residents, Businesses, Institutions, Contractors, Developers).

Responsible Agents in City: Public Works Director, City Engineer, and Sewer and Storm Water Division Manager

Measurable Goal:

1) Review and update standard (in Storm Water Technical Manual) defining 80th percentile rainfall event.
2) Confirm in plan review and document that standard was followed.

Measures of Success:

1) Update Storm Water Technical Manual by December 2022.
2) Document on plan review checklist that standard was followed as verified semi-annually as part of BMP AD 03.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Milestones:

2022: Update storm water technical manual by December 2022. Document adherence to retention requirement for each plan review.
2023: Document adherence to retention requirement for each plan review.
2024: Document adherence to retention requirement for each plan review.
2025: Document adherence to retention requirement for each plan review.
2026: Document adherence to retention requirement for each plan review.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$588	$612	$636	$661	$688
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$588**	**$612**	**$636**	**$661**	**$688**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 03: LOW IMPACT DEVELOPMENT APPROACH

Existing: ☐ **New:** ☒

Description: American Fork City shall require the evaluation of a low impact development (LID) approach for all projects subject to the requirements in the MS4 Permit. The City shall adopt a minimum of five LID practices that meet the requirements or are listed in Appendix C of the State of Utah's *A Guide to Low Impact Development within Utah*, available on DWQ's website.

Permit Reference: 4.2.5.1.3

Desired Results: The implementation of BMPs that allow storm water to infiltrate, have evapotranspiration or harvest, and use storm water on site to reduce runoff from the site and protect water quality.

Justification: A LID approach promotes storm water controls that will prevent and minimize impacts to water quality.

Pollutants: Total nitrogen, total phosphorous, TSS.

Audience: Land Use Planners, Reviewers, Engineers, Developers.

Responsible Agents in City: City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Review DWQ's guide to LID, the UCEA website (https://www.ucea.net/services), and other sources to select which LID practices are most appropriate for the City.
2) Add selected LID practices to design standards with links on the City website.
3) Utilize plan review process and annual post-construction inspections results to determine implementation and effectiveness of LID practices.

Measures of Success:

1) Select LID practices to add to design standards by January 2022.
2) Update design standards to include selected LID practices by December 2022 and post links on City website.
3) Update plan review checklist to include review of LID practices.

Milestones:

2022: Select a minimum of five LID practices by January 2022. Update design standards by December 2022. Update plan review checklist by December 2022.
2023: Use plan review checklist as documentation of LID implementation. Document reviews in semi-annual metrics associated with BMP AD 03
2024: Use plan review checklist as documentation of LID implementation. Document reviews in semi-annual metrics associated with BMP AD 03.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2025: Use plan review checklist as documentation of LID implementation. Document reviews in semi-annual metrics associated with BMP AD 03.

2026: Use plan review checklist as documentation of LID implementation. Document reviews in semi-annual metrics associated with BMP AD 03.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,058	$2,140	$2,226	$2,315	$2,408
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,058**	**$2,140**	**$2,226**	**$2,315**	**$2,408**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 04: LOW IMPACT DEVELOPMENT ALTERNATIVE

Existing: ☐ **New:** ☒

Description: American Fork City shall adopt a procedure for developers to provide rationale for the use of alternative design criteria, if meeting the retention standards described in Part 4.2.5.1.2 is infeasible.

Permit Reference: 4.2.5.1.4

Desired Results: The new or redevelopment project must document and quantify that infiltration, evapotranspiration, and rainwater harvesting have been used to the maximum extent feasible and that full employment of these controls are infeasible due to constraints beyond their control.

Justification: LID practices may be infeasible due to one or more of the following conditions: high groundwater, drinking water source protection areas, soil conditions, slopes, accessibility, excessive costs, or another justifiable constraint.

Pollutants: Total nitrogen, total phosphorous, TSS, TDS.

Audience: Land Use Planners, Reviewers, Engineers, Developers.

Responsible Agents in City: City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Define procedure for developers to provide rationale and documentation that LID is infeasible.
2) Update instructions in design standards.
3) Utilize plan review process to document LID infeasibility.

Measures of Success:

1) Define LID alternative approach by January 2022.
2) Update design standards to include procedure for LID alternative approach by December 2022.
3) Update plan review checklist to include review of LID alternative approach.

Milestones:

2022: Define LID alternative approach by January 2022. Update design standards by December 2022. Update plan review checklist by December 2022.
2023: Use plan review checklist as documentation of LID infeasibility.
2024: Use plan review checklist as documentation of LID infeasibility.
2025: Use plan review checklist as documentation of LID infeasibility.
2026: Use plan review checklist as documentation of LID infeasibility.

Cost Summary:

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

	2022	2023	2024	2025	2026
Labor Costs	$3,332	$3,465	$3,604	$3,748	$3,898
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$3,332**	**$3,465**	**$3,604**	**$3,748**	**$3,898**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 05: STORM WATER CONTROL ORDINANCE AND ENFORCEMENT

Existing: ☒ **New:** ☐

Description: American Fork City shall review and update the city ordinance that requires long-term post-construction storm water controls at new development and redevelopment sites. The ordinance requires BMP selection, design, installation, operation, and maintenance standards necessary to protect water quality and reduce the discharge of pollutants to the MS4. It also includes an enforcement strategy and an appeals process.

Enforcement provisions in the ordinance contain procedures for specific processes and sanctions to minimize the occurrences of violations and obtain compliance from chronic and recalcitrant violators. These processes and sanctions include appropriate, escalating enforcement procedures and actions.

Permit Reference: 4.2.5.2, 4.2.5.2.1, 4.2.5.2.2

Desired Results: Utilization of appropriate BMPs and standards during design, installation, and operation and maintenance, along with enforcement of the ordinance, will protect water quality and reduce the discharge of pollutants to the MS4.

Justification: Properly enforced ordinances and adherence to adopted design standards will minimize adverse impacts to storm water quality.

Pollutants: Total nitrogen, total phosphorous, TSS, TDS.

Audience: Land Use Planners, Reviewers, Engineers, Developers, Storm Water Inspectors.

Responsible Agents in City: Public Works Director, City Engineer, Storm and Sewer Division Manager

Measurable Goal:

1) Review and update storm water control ordinance.
2) Review and train City staff on enforcement strategy, appeals process, and required documentation.
3) Implement enforcement strategy and BMP documentation.

Measures of Success:

1) Review, update, and adopt storm water control ordinance by October 2022.
2) Include ordinances and enforcement SOPs in annual City staff training, as described in BMP PC 10.
3) Document plan reviews and inspections as evidence of enforcement strategy.

Milestones:

2022: Update ordinance by October 2022. Continue training, inspection, and documentation.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2023: Continue training, inspection, and documentation. Include in semi-annual metrics and review.
2024: Continue training, inspection, and documentation. Include in semi-annual metrics and review.
2025: Continue training, inspection, and documentation. Include in semi-annual metrics and review.
2026: Continue training, inspection, and documentation. Include in semi-annual metrics and review.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$8,232	$8,561	$8,904	$9,260	$9,630
Other Costs	$1,200	$1,248	$1,298	$1,350	$1,404
Total Costs	**$9,432**	**$9,809**	**$10,202**	**$10,610**	**$11,034**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 06: UPDATE DESIGN STANDARDS

Existing: ☒ **New:** ☐

Description: American Fork City will review and update their engineering design standards and details for long-term storm water control. Updated standards will be posted on City website.

American Fork City will document how the long-term storm water BMPs were selected, the pollutant removal performance expected from the selected BMPs, and the technical basis which supports the performance claims for the selected BMPs.

Permit Reference: 4.2.5.2.2

Desired Results: Utilization of appropriate BMPs and standards during design, installation, and operation and maintenance, supported with enforcement of the ordinances, will protect water quality and reduce the discharge of pollutants to the waters of the U.S.

Justification: Properly enforced ordinances and adherence to adopted design standards will minimize adverse impacts to storm water quality.

Pollutants: General pollutants associated with all MCMs with emphasis on TSS, TDS, total nitrogen, and total phosphorus.

Audience: City Staff, Contractors, Businesses, Developers.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Update engineering design standards and details.
2) Review annually.

Measures of Success:

1) Update standards and details by December 2022. Post on website with the date of adoption documented.
2) Update annually based on updated information and industry improvements.

Milestones:

2022: Update standards and details by December 2022.
2023: Review standards and details by December 2023.
2024: Review standards and details by December 2024.
2025: Review standards and details by December 2025.
2026: Review standards and details by December 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,744	$2,854	$2,968	$3,087	$3,210
Other Costs	$24,000	$24,960	$25,958	$26,997	$28,077
Total Costs	**$26,744**	**$27,814**	**$28,926**	**$30,084**	**$31,287**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 07: INSPECTIONS OF POST-CONSTRUCTION STORM WATER MANAGEMENT

Existing: ☒ **New:** ☐

Description: American Fork City will update and enforce a program to reduce pollutants in storm water runoff from existing development projects by inspecting the existing facilities at least every other year to ensure proper operations and maintenance as required by ordinance and the development agreements. The city staff will perform an inspection of all water quality control facilities once every five years.

Permit Reference: 4.2.5.2.5

Desired Results: That property owners/operators maintain functionality of existing storm water controls.

Justification: By conducting periodic inspections, American Fork City will confirm that necessary maintenance is conducted to maintain functionality of storm water controls.

Pollutants: General pollutants with emphasis on TSS, TDS, total nitrogen, and total phosphorus.

Audience: City Staff, Businesses, Landowners, and Developers.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Ensure ordinance provides authority to require and enforce inspection at least every other year of private storm water facilities that discharge to the American Fork MS4.
2) Update and implement maintenance agreements that will require property owners of Long-Term Storm Water Management BMPs to be maintained and inspected at least every other year.
3) Continue to require non-city-owned facilities be inspected at least every other year by private property owner/operators or qualified third parties to ensure that facilities are being maintained and operated as designed. Require non-city-owned facilities be inspected at least once every 5 years by City staff.
4) Continue to require city-owned facilities be inspected by a qualified City staff member at least every other year or as necessary to maintain functionality of the control.
5) Update American Fork MS4 post-construction facility checklist to be used in all inspections, whether by City staff or by third party qualified inspector, which includes:
    a. Inspection date
    b. Name and signature of inspector
    c. Project location
    d. Description of facilities
    e. Description of storm water control measures, including quality of:
        i. Vegetation and soils
        ii. Inlet and outlet channels and structures

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iii. Catch basins
iv. Spillways
v. Weirs/orifices
vi. Sediment and debris accumulation
vii. Specific maintenance issues and violations found that need to be corrected by property owner along with deadlines and re-inspection dates.

f. Update post-construction inspection SOP.

Measures of Success:

1) Update ordinance by December 2022. Send out letter reminding landowners and business owners of inspections by June annually.
2) Update maintenance agreement and post-construction SOP by December 2022.
3) Conduct inspections of non-city-owned facilities every other year or once every 5 years depending on ongoing maintenance and agreements.
4) Document inspections using checklists/work orders.

Milestones:

2022: Update ordinance by December 2022. Update maintenance agreement and SOP by December 2022. Conduct at least 20% of non-city-owned facilities and document by September 2022. Send out letter reminding landowners and businesses to complete inspections by June 2022 requiring compliance by September 2022.

2023: Conduct at least 20% of non-city-owned facilities and document by September 2023. Send out letter reminding landowners and businesses to complete inspections by June 2023 requiring compliance by September 2023.

2024: Conduct at least 20% of non-city-owned facilities and document by September 2024. Send out letter reminding landowners and businesses to complete inspections by June 2024 requiring compliance by September 2024.

2025: Conduct at least 20% of non-city-owned facilities and document by September 2025. Send out letter reminding landowners and businesses to complete inspections by June 2025 requiring compliance by September 2025.

2026: Conduct at least 20% of non-city-owned facilities and document by September 2026. Send out letter reminding landowners and businesses to complete inspections by June 2026 requiring compliance by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$4,704	$4,892	$5,088	$5,291	$5,503
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$4,704**	**$4,892**	**$5,088**	**$5,291**	**$5,503**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 08: PLAN REVIEW FOR LONG-TERM STORM WATER MANAGEMENT

Existing: ☒ **New:** ☐

Description: American Fork City will review their design review process and update, as needed, their design checklist and SOP for design review to ensure compliance with this SWMP related to post construction BMPs.

Permit Reference: 4.2.5.3

Desired Results: To ensure long-term storm water controls are implemented to protect water quality.

Justification: Having a documented plan review process ensures consistency between City staff reviewers, development designers, and various development projects.

Pollutants: General pollutants with emphasis on TDS, TSS, total nitrogen, and total phosphorus.

Audience: City Staff, Contractors, Businesses, Developers, Landowners.

Responsible Agents in City: Public Works Director, City Engineer.

Measurable Goal:

1) Revise checklist annually, as needed.
2) Update the design review SOP annually to address changes in procedures or the construction permits.

Measures of Success:

1) Revise the SOP and checklist by November annually.
2) Publish on the website by December annually.

Milestones:

2022: Complete the SOP and checklist updates by November 2022 and publish on the City website by December 2022.
2023: Complete the SOP and checklist updates by November 2023 and publish on the City website by December 2023.
2024: Complete the SOP and checklist updates by November 2024 and publish on the City website by December 2024.
2025: Complete the SOP and checklist updates by November 2025 and publish on the City website by December 2025.
2026: Complete the SOP and checklist updates by November 2026 and publish on the City website by December 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$392	$408	$424	$441	$459
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$392**	**$408**	**$424**	**$441**	**$459**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 09: INVENTORY OF POST-CONSTRUCTION STRUCTURAL STORM WATER CONTROL MEASURES

Existing: ☒ **New:** ☐

Description: American Fork City will maintain an inventory of all post-construction structural storm water control measures installed and implemented at new development and redeveloped sites that disturb greater than or equal to 1 acre, including projects less than 1 acre that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to 1 acre. This inventory must include both public and private sector sites located within American Fork City's service area that were developed since the date that post-construction requirements came into effect.

Permit Reference: 4.2.5.4

Desired Results: To compile and update a GIS map and database of pertinent information related to long term storm water control measures.

Justification: Keeping an inventory of post-construction structural storm water control measures in an electronic database with corresponding mapping will help American Fork City keep track of the condition and inspection of these controls to ensure that proper maintenance continues, and water quality is protected.

Pollutants: General pollutants associated with all MCMs.

Audience: City Staff, Contractors, Businesses, Developers, and Landowners

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Update GIS map and database as structural BMPs are implemented and as existing controls are inspected.
2) GIS database will include basic information on each project, such as project's name, owner's name and contact information, location, start/end date, etc., and specifically:
   - Short description of each storm water control measure (type, number, design or performance specifications);
   - Short description of maintenance requirements (frequency of required maintenance and inspections); and
   - Inspection information (date, findings, follow up activities, prioritization of follow-up activities, compliance status).

Measures of Success:

1) Provide quality control, inspection, verification, and update of 20% of storm water infrastructure within American Fork City annually.
2) Update infrastructure inventory with the construction of all development, redevelopment, and retrofit of storm water infrastructure.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

3) Create tracking database using GIS for annual mailers and inspection results tracking system.
4) Update the SOP for implementing this BMP.

Milestones:

2022: Continue updating and verifying mapping of all storm water infrastructure.
2023: Continue updating and verifying mapping of all storm water infrastructure.
2024: Continue updating and verifying mapping of all storm water infrastructure.
2025: Continue updating and verifying mapping of all storm water infrastructure.
2026: Continue updating and verifying mapping of all storm water infrastructure.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$6,272	$6,523	$6,784	$7,055	$7,337
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$6,272**	**$6,523**	**$6,784**	**$7,055**	**$7,337**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 10: POST-CONSTRUCTION INSPECTOR TRAINING

Existing: ☒ **New:** ☐

Description: American Fork City will provide training to all staff and third-party reviewers or contractors whose job duties are related to implementing the construction storm water program. These duties include permitting, plan review, post-construction site inspections, and enforcement. Training will include the use of checklists, standard operating procedures (SOPs), methods for documentation, safety, and the completion of a training log.

Permit Reference: 4.2.5.5

Desired Results: To provide training to all City staff associated with implementing the storm water construction program. This also allows staff to be informed and educated to proper industry methods and procedures as SOPs, standards, and permits are updated.

Justification: It is necessary to ensure that City staff are consistent in the implementation of the program. This requires annual training and the training of new staff.

Pollutants: General pollutants with emphasis on TDS, TSS, total nitrogen, and total phosphorus.

Audience: City Public Works Inspectors, Third-Party Inspectors, Engineering Staff, Sewer and Storm Water Division Staff.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Complete annual training of all existing engineering and storm water staff.
2) Complete the training of new staff in these divisions within 60 days of being hired.

Measures of Success: Compliance with these goals will be measured by:

1) Log of annual training of all existing employees.
2) Log of all new employees within 60 days of being hired.

Milestones:

2022: Complete annual training by April and within 60 days of hire date for new employees in 2022.
2023: Complete annual training by April and within 60 days of hire date for new employees in 2023.
2024: Complete annual training by April and within 60 days of hire date for new employees in 2024.
2025: Complete annual training by April and within 60 days of hire date for new employees in 2025.
2026: Complete annual training by April and within 60 days of hire date for new employees in 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$2,058	$2,140	$2,226	$2,315	$2,408
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$2,058**	**$2,140**	**$2,226**	**$2,315**	**$2,408**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP PC 11: POST-CONSTRUCTION AGREEMENT AND LONG-TERM BMP OWNER TRAINING

Existing: ☐ **New:** ☒

Description: American Fork City will create and distribute an education flyer/notice to business and landowners responsible for water quality control features part of existing development within American Fork City on an annual basis. This flyer/notice will inform them of the purpose of the infrastructure, the importance of protecting water quality, the responsibility of the businesses and landowners to inspect the facilities bi-annually, and the consequences of non-compliance.

Permit Reference: 4.2.5.2.3

Desired Results: To provide training to all owners/operators of long-term water quality infrastructure of the importance and requirements to inspect and maintain the necessary infrastructure.

Justification: Only well-maintained infrastructure will function as designed and intended.

Pollutants: General pollutants with emphasis on TDS, TSS, total nitrogen, and total phosphorus.

Audience: Businesses and landowners of developments with water quality infrastructure.

Responsible Agents in City: Public Works Director, Sewer and Storm Water Division Manager, City Engineer.

Measurable Goal:

1) Completion of flyer/notice for businesses and landowners to educate them on the need and responsibility of inspections and compliance.
2) Annual documentation of distribution.
3) Annual documentation of responses.

Measures of Success: Compliance with these goals will be measured by:

1) Documentation of the completion of the flyer/notice and the posting of a digital copy on the City website.
2) Verification of mailings annually.
3) Verification of responses and compliance annually.

Milestones:

2022: N/A
2023: Complete flyer/notice by April 2023. Flyer/notice distributed by June 2023. Response documentation by September 2023.
2024: Flyer/notice distributed by June 2024. Response documentation by September 2024.
2025: Flyer/notice distributed by June 2025. Response documentation by September 2025.
2026: Flyer/notice distributed by June 2026. Response documentation by September 2026.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$4,214	$4,383	$4,558	$4,740	$4,930
Other Costs	$3,600	$3,744	$3,894	$4,050	$4,211
Total Costs	**$7,814**	**$8,127**	**$8,452**	**$8,790**	**$9,141**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.2.6 Pollution Prevention and Good Housekeeping for Municipal Operations

BMP GH O1: CITY OWNED FACILITY INVENTORY WITH PRIORITY IDENTIFICATION AND POSSIBLE POLLUTANTS

Existing: ☒ **New:** ☐

Description: American Fork City will continue to update the inventory of facilities owned by the City, including a summary of the possible pollutants and an assessment of the risks to discharge pollutants.

Permit Reference: 4.2.6.1, 4.2.6.2

Desired Results: To maintain an assessment of the city-owned facilities and to ensure that pollutant risks are contained and appropriate BMPs are in place.

Justification: The nature of the work by the City requires the use of many facilities including many of those listed in the MS4 permit:

- Equipment storage and maintenance facilities
- Landscape maintenance facilities on municipal property
- Materials storage yard
- Pesticide and herbicide storage facilities
- Public buildings including library, police station, fire station, municipal buildings, restrooms, and other public-owned and -operated buildings.
- Public parking lots
- Public golf course maintenance facilities
- Public swimming pool maintenance facilities
- Public Works yard
- Public marina and boat launch
- Salt storage facility
- Street repair and maintenance facilities and shed sites
- Vehicle storage and maintenance yards
- Animal control facilities
- Chemical storage facilities
- Transportation hubs

Pollutants: TSS, TDS, nitrogen, phosphorus, petroleum products, and other related debris, wastes, and pollutants.

Audience: City Staff.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

MCM #6: POLLUTION PREVENTION AND GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

Measurable Goal:

1) Review inventory of facilities to verify that all facilities are mapped and included in the inventory.
2) Review list of possible pollutants at each site and the selected BMPs to contain them.

Measures of Success: Compliance with these goals will be measured by:

1) Review facility inventory map update in GIS annually including the potential pollutants and selected BMPs included in the associated database.

Milestones:

2022: Complete annual review of inventory of facilities and list of possible pollutants and selected BMPs by September 2022.
2023: Complete annual review of inventory of facilities and list of possible pollutants and selected BMPs by September 2023.
2024: Complete annual review of inventory of facilities and list of possible pollutants and selected BMPs by September 2024.
2025: Complete annual review of inventory of facilities and list of possible pollutants and selected BMPs by September 2025.
2026: Complete annual review of inventory of facilities and list of possible pollutants and selected BMPs by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$6,468	$6,727	$6,996	$7,276	$7,567
Other Costs	$500	$520	$541	$562	$585
Total Costs	**$6,968**	**$7,247**	**$7,537**	**$7,838**	**$8,152**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH 02: HIGH-PRIORITY FACILITY POLLUTANT POSSIBILITIES AND BMPS

Existing: ☒ **New:** ☐

Description: Based on the assessment completed in MCM #6 BMP GH 01, American Fork City will continue to update the inventory of high-priority facilities owned by the City including a summary of the possible pollutants and an assessment of the risks to discharge pollutants.

Permit Reference: 4.2.6.3

Desired Results: To prioritize all facilities within the City based on the following criteria as "high-priority":

- Pollutants stored at the site,
- Improperly stored materials,
- Potential pollutant generating activities performed outside,
- Proximity to fresh water and water bodies including streams, canals, rivers, ponds, lakes, springs, and wetlands,
- Potential to discharge pollutant(s) of concern to impaired water(s).

To specify BMPs at all high-priority sites and document the implementation of those BMPs.

Justification: High-priority facilities are those most likely to discharge pollutants. By regularly evaluating these facilities and the potential pollutants, combined with the associated BMPs, the risks of pollutant discharges can be reduced or eliminated.

Pollutants: TSS, TDS, nitrogen, phosphorus, petroleum products, and other related wastes and pollutants.

Audience: City operations and maintenance staff associated with the high-priority facilities.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Measurable Goal:

1) Review all high-priority facilities annually and the associated pollutants and BMPs.
2) Monitor and inspect BMPs annually to verify they are functioning.

Measures of Success: Compliance with these goals will be measured by:

1) Documentation of annual review results and associated pollutants and BMPs in GIS and the associated database.
2) Inspection reports associated with BMPs at each high-priority facility.

Milestones:

2022: Complete annual review of high-priority facilities and inspection of BMPs by September 2022.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2023: Complete annual review of high-priority facilities and inspection of BMPs by September 2023.

2024: Complete annual review of high-priority facilities and inspection of BMPs by September 2024.

2025: Complete annual review of high-priority facilities and inspection of BMPs by September 2025.

2026: Complete annual review of high-priority facilities and inspection of BMPs by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$6,174	$6,421	$6,678	$6,945	$7,223
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$6,174**	**$6,421**	**$6,678**	**$6,945**	**$7,223**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH 03:PREPARE AND MAINTAIN HIGH PRIORITY FACILITY SWPPPS

Existing: ☐ **New:** ☒

Description: Based on the assessment completed in MCM #6 BMP GH 02, American Fork City will prepare and implement a SWPPP for each high-priority facility.

Permit Reference: 4.2.6.4

Desired Results: Implement a SWPPP for each high-priority facility within 180 days of the new permit and maintain the SWPPP annually.

Justification: The SWPPP incorporates the details of the impervious surfaces, directions of flows, nature of flows, locations of structural and non-structural flows, location and names of waters that could be polluted, summary of any spills or leaks that may have occurred, location of all visual storm water monitoring points, storm water inlets and outfalls, and a unique identification code of each outfall, locations of all non-storm water discharges, and locations of run-on flows to the site from adjacent properties.

Pollutants: TSS, TDS, nitrogen, phosphorus, petroleum products, and other related wastes and pollutants.

Audience: City operations and maintenance staff associated with the high-priority facilities.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Measurable Goal:

1) Completion of SWPPP for each high-priority facility.
2) Review and update SWPPP for each high-priority facility annually by facility staff to address any modifications or alterations in operations.

Measures of Success: Compliance with these goals will be measured by:

1) Completion of the SWPPP for each facility and placing it in the Appendix.
2) Work order documentation of completion of reviews with any updates being incorporated into the existing SWPPP.

Milestones:

2021: Complete SWPPP for high-priority facilities as required by permit by November 7, 2021.
2022: Review and update SWPPP for each high-priority facility and address any modifications or alterations by October 1, 2022.
2023: Review and update SWPPP for each high-priority facility and address any modifications or alterations by October 1, 2023.
2024: Review and update SWPPP for each high-priority facility and address any modifications or alterations by October 1, 2024.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2025: Review and update SWPPP for each high-priority facility and address any modifications or alterations by October 1, 2025.

2026: Review and update SWPPP for each high-priority facility and address any modifications or alterations by October 1, 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$8,036	$8,357	$8,692	$9,039	$9,401
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$8,036**	**$8,357**	**$8,692**	**$9,039**	**$9,401**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH O4: REVIEW AND UPDATE EXISTING HOUSEKEEPING SOPS

Existing: ☒ **New:** ☐

Description: Review and update SOPs to protect water quality at each facility owned and operated by American Fork including:

- Buildings and facilities,
- Material storage areas,
- Heavy equipment storage areas and maintenance areas,
- Parks and open spaces,
- Vehicles and equipment,
- Roads, highways, and parking lots, and
- Storm water collection and conveyance system.

SOPs shall address:

- Use, storage, and disposal of chemicals
- Storage of salt, sand, gravel, landscaping materials, asphalt, and other materials
- Waste and trash management
- Cleaning, washing, painting, and maintenance activities including cleaning of maintenance equipment, building exteriors, and trash containers
- Sweeping roads and parking lots
- Proper application, storage, and disposal of fertilizer, pesticides, and herbicides and minimizing their use
- Lawn maintenance and landscaping activities including proper disposal of lawn clippings and vegetation
- Green waste deposited in the street
- Proper disposal of pest wastes
- Vehicle maintenance and repair activities including use of drip pans and absorbents under or around leaking vehicles and equipment
- Vehicle/equipment storage
- Vehicle fueling including placing fueling under cover to minimize exposure
- Road and parking lot maintenance, including pothole repair, pavement marking, sealing, and repairing
- Cold weather operations, including plowing, sanding, application of deicing compounds, and maintenance of snow disposal areas
- Right-of-way maintenance, including mowing and herbicide and pesticide application
- Municipally sponsored events such as large outdoor festivals, parades, or street fairs, and the clean-up following these events
- Regular inspection, cleaning, and repair of storm water conveyance and structural storm water controls
- Graffiti removal
- Monthly Visual Inspections
- Semi-annual comprehensive inspections
- Annual visual observations of storm water discharges

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

MCM #6: POLLUTION PREVENTION AND GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

Permit Reference: 4.2.6.6, 4.2.6.6.1, 4.2.6.6.2, 4.2.6.6.3, 4.2.6.6.4, 4.2.6.6.5

Desired Results: To ensure standard operating procedures are protecting water quality and being appropriately implemented.

Justification: Standard operating procedures regularly updated based on improvements in the industry standards and accommodating modifications and alterations in operations are the best way to protect the water quality in the waters of the U.S.

Pollutants: TSS, TDS, nitrogen, phosphorus, chemicals, petroleum products, and other related wastes and pollutants.

Audience: City operations and maintenance staff associated with the high -priority facilities.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Measurable Goal:

1) Update of all SOPs related to each facility owned by the City and related to the requirements of the permit.
2) Review and update SOPs regularly based on changes in UPDES CGP, operations and maintenance at facilities, or changes in industry standards.

Measures of Success: Compliance with these goals will be measured by:

1) Review and update of all SOPs for each facility annually.

Milestones:

2022: Review and update SOPs for each facility by October 1, 2022.
2023: Review and update SOPs for each facility by October 1, 2023.
2024: Review and update SOPs for each facility by October 1, 2024.
2025: Review and update SOPs for each facility by October 1, 2025.
2026: Review and update SOPs for each facility by October 1, 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$13,524	$14,065	$14,628	$15,213	$15,821
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$13,524**	**$14,065**	**$14,628**	**$15,213**	**$15,821**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH 05: INSPECTIONS – MONTHLY/SEMI-ANNUALLY/ANNUALLY

Existing: ☒ **New:** ☐

Description: Perform monthly visual inspections, semi-annual comprehensive inspections, and annual visual observation of storm water discharges at all high-priority facilities identified as part of BMP GH 02 using SOPs created as part of BMP GH 05 using standard inspection logs for every facility and maintaining records in the SWPPP as provided in BMP AD 05.

Permit Reference: 4.2.6.5.1, 4.2.6.5.2, 4.2.6.5.3

Desired Results: Provide for the elimination of pollution discharge from city-owned facilities.

Justification: Regular inspections of facility discharges and BMPs will ensure that proper operation and maintenance and implementation of SOPs is effectively protecting water quality and eliminating the discharge of pollutants.

Pollutants: TSS, TDS, nitrogen, phosphorus, chemicals, petroleum products, and other related wastes and pollutants.

Audience: City operations and maintenance staff associated with the city-owned and -operated facilities.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Measurable Goal:

1) Monthly visual inspections of high-priority facilities and related storm water outfalls completed and documented in accordance with the developed SOPs to verify the performance of the BMPs and all other systems designed and placed to eliminate pollutant discharges.
2) Semi-annual comprehensive inspections of high-priority facilities including all storm water controls completed and documented in accordance with the developed SOPs.
3) Annual visual observation of the storm water discharges from the high-priority facilities completed and documented in accordance with the developed SOPs.

Measures of Success: Compliance with these goals will be measured by:

1) Completion of all monthly inspections by the last Friday of each month.
2) Completion of semi-annual comprehensive inspections by January and July of each year.
3) Completion of annual storm water discharge observations by September 30 of each year, weather permitting.

Milestones:

2022: Documentation of various inspections by September 2022.
2023: Documentation of various inspections by September 2023.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2024: Documentation of various inspections by September 2024.
2025: Documentation of various inspections by September 2025.
2026: Documentation of various inspections by September 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$9,212	$9,580	$9,964	$10,362	$10,777
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$9,212**	**$9,580**	**$9,964**	**$10,362**	**$10,777**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH O6: ASSESSMENT OF FLOOD MANAGEMENT CONTROL STRUCTURES

Existing: ☐ **New:** ☒

Description: American Fork City will develop and implement a process to assess the water quality impacts and the design of all new flood management structural controls within American Fork. The process will include the consideration of controls that can be used to minimize the impacts to site water quality and hydrology while still meeting project objectives. This process will be included in the SWMP Appendix. American Fork City will also include a description of the process to evaluate existing structures to determine if any modifications should be made to improve water quality. This process is also included in the SWMP Appendix.

Permit Reference: 4.2.6.8, 4.2.6.8.1

Desired Results: Provide for the elimination of pollution caused by flood control structures, particularly related to total suspended solids and erosion or through the city storm water system.

Justification: Existing structures and new structures need to be designed to pass flood flows to avoid the mobilization of sediments from erosion and scouring of channels and banks, or the movement of sediments through the storm water system.

Pollutants: TSS, TDS, nitrogen, phosphorus, chemicals, petroleum products, and other related wastes and pollutants.

Audience: City Engineering Staff, Sewer and Storm Water Division Staff.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Completion of design standards and requirements for water quality and hydrology protection of flood control structures.
2) Completion of assessment of existing flood control structures to determine the need for modification to protect water quality or hydrology.

Measures of Success: Compliance with these goals will be measured by:

1) Update of GIS mapping to include all flood control structures.
2) Updated design standards with a documented procedure for evaluating water quality and hydrology protection of both structural and non-structural controls.
3) Completed work orders and inspection reports documenting the results of the assessment of existing flood control structures and the effects on water quality and hydrology.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

MCM #6: POLLUTION PREVENTION AND GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

Milestones:

2022: Update GIS mapping by September 2022. Update design standards by October 2022.
2023: Complete work orders and inspections reports of all existing structures by October 2023.
2024: Develop conceptual modification plans for existing flood control structures by October 2024.
2025: Develop a capital improvement and budgeting plan to begin funding modifications of flood control structures by October 2025.
2026: Begin design of first year's flood control structural modifications by July 31, 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$5,880	$6,115	$6,360	$6,614	$6,879
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$5,880**	**$6,115**	**$6,360**	**$6,614**	**$6,879**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH O7: RETROFIT OF EXISTING DEVELOPED SITES THAT CITY OWNS OR OPERATES THAT ADVERSELY IMPACTS WATER QUALITY

Existing: ☐ **New:** ☒

Description: American Fork City will develop and implement a retrofit plan to address existing developed sites owned and/or operated by the City that adversely affect water quality. The retrofit plan emphasizes the utilization of infiltration, evapotranspiration, or harvesting and the use of storm water discharges. Sites needing retrofit will be mapped in GIS and prioritized based upon the proximity to waterbodies (particularly Utah Lake, which is impaired, or the American Fork River), hydrologic condition of the receiving waterbody, proximity to sensitive ecosystems or protected areas, and any site that could be enhanced by improving the storm water system.

Permit Reference: 4.2.6.9

Desired Results: To reduce the City's water quality impact on receiving waters, particularly those already impaired or those that need extra protection.

Justification: Utah Lake is impaired for dissolved oxygen, phosphorus, nitrogen, and total dissolved solids. As a result, it is a high priority to reduce any discharges that may increase pollutants that may impact the lake further. The installation of water quality treatment, particularly by applying the 80% precipitation rule upstream, will significantly reduce the pollutants entering the streams, creeks, rivers, and canals that discharge to Utah Lake.

Pollutants: TSS, TDS, nitrogen, phosphorus, chemicals, petroleum products, and other related wastes and pollutants.

Audience: City Engineering Staff, Sewer and Storm Water Division Staff.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager.

Measurable Goal:

1) Identification of existing developed sites that adversely impact water quality.
2) Completion of assessment of existing flood control structures to determine the need for modification to protect water quality or hydrology.
3) Prioritization and preparation of concepts for retrofitting the system.
4) Budgeting for conceptual retrofits over multiple years.
5) Design of retrofits and subsequent construction.

Measures of Success: Compliance with these goals will be measured by:

1) Update of GIS mapping of development areas benefiting from retrofits with a prioritization.
2) Conceptual planning of retrofits with budgetary estimates for purposes of budgeting.
3) Preparation of a capital improvement fund and budgeting plan to start the retrofit of infrastructure.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4) The design and construction of individual facilities and their removal from the GIS high-priority facility inventory.

Milestones:

2022: Update GIS mapping of areas benefiting from retrofit by September 2022.
2023: Prioritize areas to complete retrofits by September 2023.
2024: Develop conceptual modification plans for retrofits by October 2024.
2025: Develop and capital improvement and budgeting plan to begin funding retrofit by October 2025.
2026: Begin design of first year's retrofit modifications by July 31, 2026.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$9,800	$10,192	$10,600	$11,024	$11,465
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$9,800**	**$10,192**	**$10,600**	**$11,024**	**$11,465**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH 08: ANNUAL CITY STAFF TRAINING

Existing: ☒ **New:** ☐

Description: Provide annual training to all City staff, contracted staff or other responsible entities whose, as part of their normal job, responsibilities involve primary operation or maintenance job functions that are likely to impact storm water quality. Training shall address the importance of protecting water quality, permit requirements, O&M requirements, inspection procedures, ways to minimize impacts to water quality, SOPs and SWPPPs for the various facilities, and procedures for reporting water quality concerns, particularly illicit discharges.

Permit Reference: 4.2.6.10

Desired Results: To annually prepare City staff, contracted staff, and other responsible entities to implement the pollution prevention and good housekeeping program.

Justification: To provide annual and follow-up training to ensure that all City staff, including new employees, have the training and knowledge to implement the program and protect water quality.

Pollutants: TSS, TDS, nitrogen, phosphorus, chemicals, petroleum products, and other related wastes and pollutants.

Audience: City operations and maintenance staff associated with the city-owned and operated facilities.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Measurable Goal:

1) Update of annual training program based on updated SOPs.
2) Provide annual training to all City employees and to all new employees within 60 days of hire.
3) Log all training.

Measures of Success: Compliance with these goals will be measured by:

1) Update annual training program by December 2022 for implementation in January 2023.
2) Audit training logs annually in September to verify employees have completed training as required.

Milestones:

2022: Update annual training program for implementation by December 2022.
2023: Implement training in January 2023 with a log to verify completion of training.
2024: Complete training in January 2024 with a log to verify completion of training.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

2025: Complete training in January 2025 with a log to verify completion of training.
2026: Complete training in January 2026 with a log to verify completion of training.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$12,544	$13,046	$13,568	$14,110	$14,675
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$12,544**	**$13,046**	**$13,568**	**$14,110**	**$14,675**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

BMP GH 09: FLOOR DRAIN INVENTORY

Existing: ☒ **New:** ☐

Description: Update inventory and mapping of all floor drains in all city-owned and operated facilities and ensure that all floor drains discharge to the appropriate location.

Permit Reference: 4.2.6.6.6

Desired Results: To verify that all floor drains discharge to the appropriate location and do not create an illicit discharge.

Justification: The correct mapping of the drains, with knowledge of where they discharge, will help avoid illicit discharges.

Pollutants: TSS, TDS, nitrogen, phosphorus, chemicals, petroleum products, and other related wastes and pollutants.

Audience: City operations and maintenance staff associated with the city-owned and operated facilities.

Responsible Agents in City: Public Works Director, City Engineer, Sewer and Storm Water Division Manager, City Facilities Manager.

Measurable Goal:

1) Updated inventory and mapping of floor drains and the associated discharges.

Measures of Success: Compliance with these goals will be measured by:

1) Updated maps of the floor drains and identification of where they discharge.
2) Completed work orders of each facility verified.

Milestones:

2022: Verification of floor drain maps by October 2022.
2023: N/A.
2024: N/A.
2025: Verification of floor drain maps by January 2025.
2026: N/A.

Cost Summary:

	2022	2023	2024	2025	2026
Labor Costs	$5,096	$5,300	$5,512	$5,732	$5,962
Other Costs	$0	$0	$0	$0	$0
Total Costs	**$5,096**	**$5,300**	**$5,512**	**$5,732**	**$5,962**

Funding: Storm Water Utility Fund

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

4.3. Sharing Responsibility

Within the American Fork City MS4 boundary, the Utah Department of Transportation (UDOT) is responsible for the following roads:

- I-15
- US-89 (State Street)
- SR-74 (Alpine Highway – 100 E)
- SR-129 (North County Blvd.)
- SR-145 (Pioneer Crossing)
- SR-180 (500 E from I-15 to US-89)
- SR-296 (Utah State Developmental Center)

4.4. Reviewing and Updating Storm Water Management Programs

American Fork City will review the SWMP annually and will follow requirements of the permit to update the SWMP as necessary.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

5.0 Narrative Standard, Monitoring, Recordkeeping, and Reporting

5.1. Narrative Standard [N/A]

This section is not applicable.

5.2. Analytical Monitoring

American Fork City will conduct analytical monitoring should it become necessary according to the requirements of the permit. This will most likely be the result of consultation with the Utah County Health Department upon the discovery of illicit discharges resulting from dry or wet weather inspections or IDDE calls.

5.3. Non-analytical Monitoring

American Fork City will conduct non-analytical monitoring according to the requirements of the permit.

5.4. Recordkeeping

Recordkeeping is addressed in the administrative BMPs.

5.5. Reporting

Reporting is addressed in the administrative BMPs.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

6.0 STANDARD PERMIT CONDITIONS

American Fork City acknowledges the standard permit condition outlined in Section 6.0 of the permit. Appropriate documents are signed, dated, and certified according to signatory requirements. The certification of the SWMP plan is provided at the front of this document.

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

7.0 DEFINITIONS

BMP	Best Management Practice
CGP	UPDES Construction General Storm Water Permits
DEQ	Department of Environmental Quality
DWQ	Division of Water Quality
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MCM	Minimum Control Measure
MS4	Municipal Separate Storm Sewer System
N/A	Not Applicable
NOI	Notice of Intent
NOT	Notice of Termination
RSI	Registered Storm Water Inspector
RSR	Registered SWPPP Reviewer
RSW	Registered SWPPP Writer
SOP	Standard Operating Procedure
SWAC	Storm Water Advisory Committee
SWMP	Storm Water Management Program
SWPPP	Storm Water Pollution Prevention Plan
TDS	Total Dissolved Solids
TSS	Total Suspended Solids
TMDL	Total Maximum Daily Load
UCSWC	Utah County Storm Water Coalition
UDOT	Utah Department of Transportation
UPDES	Utah Pollution Discharge Elimination System

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

8.0 APPENDICES

Attachment: AF SWMP Document -FINAL_11-6-21 (Storm Water Management Plan)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on approval of a real estate purchase contract for property located at approximately 100 East and 1100 South.

SUMMARY RECOMMENDATION
Staff recommends the City Council approve a real estate purchase contract (REPC) for property located at approximately 100 East and 1100 South.

BACKGROUND
The city council previously approved a Letter of Intent with Windy City Development LLC for the purchase of 30.77 acres of property located at approximately 100 East 1100 South. The Letter of Intent authorized the City to execute a Real Estate Purchase Contract (REPC) to secure the property consistent with the terms of the LOI. The execution of the REPC is to be presented to the City Council for ratification within 30 days of its execution. The REPC is now executed and presented to the city council for approval.

BUDGET IMPACT
Per the terms of the real estate purchase contract.

SUGGESTED MOTION
Mayor, I move to approve the real estate purchase contract with Windy City Development LLC for the purchase of approximately 30.77 acres located at approximately 100 East 1100 South.

SUPPORTING DOCUMENTS

Purchase and Sale Agreement for Real Estate (PDF)

CCIM Chapter

PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

FUNDAMENTAL TERMS OF OFFER TO PURCHASE UNIMPROVED LAND

"REFERENCE DATE": November 2, 2021

"SELLER": Windy City Development, LLC

With Notices to be given at: Street Address 31 Brittany Drive

City, State, Zip Code Oakwoood Hills, IL 60013-6080

Fax, Email bfripley@juno.com

"BUYER": American Fork City C/O: David Bunker, City Administrator

With Notices to be given at: Street Address American Fork City Administration

City, State, Zip Code American Fork, UT 84003

Fax, Email dbunker@americanfork.gov

"PROPERTY": Name/General Description: 30.77 Acres in Utah County

Address: approximately North West Corner of 100 East and 1500 South
City: American Fork **County:** Utah **Zip:** 84003
County Tax Parcel #: 13:066:0030
Source of legal description (check applicable box):
[x] TITLE COMMITMENT (See Section 8(a))
[ ] SURVEY (See Survey Addendum, if applicable)
The Property also includes certain rights and interests described in Section 2.

"DEED": **[x] General Warranty Deed [ ] Special Warranty Deed [ ] Other** _____

"TITLE POLICY": [X] **Standard Coverage** [ ] **Extended Coverage**

"PURCHASE PRICE": $ 9,231,000 – (300,000 per acre)

"EARNEST MONEY DEPOSIT": $ 50,000 in the form of: [x] Wire Transfer

[ ] Buyer's Check to be deposited with [ ] Buyer's Brokerage [x] Title Company/Escrow Agent [ ] Other _____. Buyer agrees to deliver the Earnest Money Deposit no later than five (5) Business Days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than five (5) Business Days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) 10 Days after Acceptance

"DUE DILIGENCE DEADLINE": (Date) December 23, 2021

"SETTLEMENT DEADLINE": (Date) See addendum #1

"SELLER'S AGENT / BROKERAGE": none

"BUYER'S AGENT / BROKERAGE": Bill Street and Mary Street / Mountain West Commercial

"TITLE COMPANY/ESCROW AGENT": Provo Land Title Company

"MEDIATION": Seller and Buyer **[ ] DO [x] DO NOT** elect to mediate in accordance with the provisions of Section 15.

ADDITIONAL TERMS: There **[x] ARE [ ] ARE NOT** addenda to this PSA containing additional terms. If there are, the terms of the following (each, an "**Addendum**" or collectively, the "**Addenda**") are incorporated into this PSA by this reference:

[ ] Seller Financing [ ] Financing Contingency [ ] ALTA Survey [ ] Assumption of Financing [x] Other Addendum One

Attachment: Purchase and Sale Agreement for Real Estate (Real Estate Purchase Contract - 100 East 1100 South)

OFFER TO PURCHASE

1. OFFER TO PURCHASE. Buyer offers to purchase the Property from Seller for the Purchase Price and otherwise upon the terms and subject to the conditions set forth in this PSA. Certain capitalized terms used in this PSA are defined in Section 27.

2. PROPERTY. Unless excluded by another provision of this PSA or an Addendum or Counteroffer, the Property includes: (a) all non-trade fixtures presently attached to the Property; (b) all personal property owned by Seller and used primarily in connection with the Property; (c) Seller's right, if any, in any names or trademarks under which the Property is operated, but not including the generic name or trademarks of Seller; (d) all rights and easements appurtenant to the Property; and (e) all water rights and/or water shares, if any, that are the source for culinary or secondary water used in connection with the Property.

3. PAYMENT OF PURCHASE PRICE. Unless the Loan Assumption Addendum or the Seller Financing Addendum is part of this PSA, the Purchase Price and all other sums shall be paid by federal funds wire transfer or other collected funds at the Closing.

4. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline or on another date upon which the Parties agree in writing.

4.1 Settlement. "**Settlement**" shall be deemed to have occurred only when all of the following have been fully completed: (a) Buyer and Seller have signed and delivered to the Escrow Agent all documents required by this PSA, by any lender, or by Applicable Law; (b) any monies required to be paid by Buyer under this PSA (except for the proceeds of any new loan) have been delivered by Buyer to the Escrow Agent; and (c) any monies required to be paid by Seller under this PSA have been delivered by Seller to the Escrow Agent. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the Escrow Agent for its services in the Settlement and Closing. Taxes and assessments for the current year, collected rents, association dues, utilities and charges accrued under contracts relating to the Property and assumed by Buyer, operating expenses relating to the Property and interest on any assumed obligations shall be prorated as of 11:59 p.m. on the day prior to Settlement unless otherwise agreed to in a settlement statement or other writing executed by the Parties. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement.

4.2 Closing. "**Closing**" means consummation of the transaction contemplated by this PSA and shall be deemed to have occurred only when: (a) Settlement has occurred; (b) the proceeds of any new loan have been delivered by the lender to the Escrow Agent; and (c) the applicable Closing documents have been recorded in the Official Records of the County Recorder of the County in which the Property is located. If a lender is funding a portion of the Purchase Price, loan proceeds must be delivered to Escrow Agent not later than the end of the fifth (5^{th}) Business Day following completion of Settlement or Buyer shall be in default.

5. POSSESSION. Seller shall deliver physical possession of the Property to Buyer within twenty-four (24) hours following Closing or at such other date and time as is specified in an Addendum.

6. CONFIRMATION OF BROKERAGE FEES AND AGENCY DISCLOSURE. Buyer and Seller each acknowledge prior receipt of written agency disclosure provided by their respective Agents that has disclosed the agency relationships that are confirmed in the Fundamental Terms. Buyer and Seller further acknowledge that brokerage fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. If an Agent or Brokerage represents both Seller and Buyer, then he, she or it shall constitute a "**Limited Agent**," as defined in applicable regulations of the Utah Division of Real Estate.

7. DEED AND TITLE INSURANCE.

7.1 Deed. Seller will convey title to Buyer at Closing by statutory form of Deed specified in the Fundamental Terms. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions (defined below); (b) any lease or property management agreement timely disclosed to Buyer pursuant to Section 8 below and not objected to by Buyer prior to the Due Diligence Deadline; and (c) any title exception arising by, through or under Buyer.

7.2 Title Policy. At Settlement, Seller agrees to pay for the Title Policy specified in the Fundamental Terms, in the amount of the Purchase Price insuring title to the Property to Buyer subject only to the Permitted

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Exceptions (the "**Title Policy**"). Buyer, at its sole option, cost and expense, may elect to obtain additional coverage or additional specific endorsements.

8. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, Seller shall provide to Buyer the following to the extent they are within the possession or control of Seller and at Seller's sole cost and expense (the "**Seller Disclosures**"):

(a) a title commitment (the "**Title Commitment**") from a title company selected by Seller (the "**Title Company**"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;

(b) Seller property condition disclosure for the Property signed and dated by Seller;

(c) a true and correct copy of all leases, management agreements and contracts affecting the Property;

(d) all copies in Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which Seller is aware but that are not in Seller's possession;

(e) all copies of written notices relating to a violation of Applicable Law including, without limitation, Environmental Law and laws relating to land use, zoning or compliance with building codes;

(f) evidence of any water rights and/or water shares used in connection with the Property; and

(g) all other documents described as Seller's Disclosures in any Addenda or Counteroffers to this PSA.

(h) a true and correct copy of all leases and rental agreements now in effect with regard to the Property (the "**Leases**"); and,

(i) operating statements of the Property for its last three full fiscal years of operation plus the current fiscal year through the last day of the month prior to the Effective Date, certified as correct and complete by the Seller or by an independent certified public accountant (the "**Operating Statements**").

9. BUYER'S DUE DILIGENCE AND RIGHT TO CANCEL. No later than the Due Diligence Deadline, Buyer, at its sole cost and expense, shall: (a) conduct such Due Diligence as it deems necessary and appropriate; and (b) determine if the results of its Due Diligence are acceptable. The Due Diligence Deadline is subject to extension as set forth in any Addendum attached hereto. If, prior to Closing, the Title Company issues a supplemental or amended title report showing additional title exceptions (the "**Amended Title Commitment**"), Due Diligence Deadline shall be extended five (5) Business Days from the date of Buyer's receipt of such Amended Title Commitment.

9.1 Title and Survey Matters. In conducting its due diligence prior to the Due Diligence Deadline, Buyer may review the Title Commitment, Survey and all other Seller Disclosures as referenced in Section 8. Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence investigation by providing additional information or documentation reasonably requested by Buyer.

(a) Removal of Monetary Liens. Notwithstanding anything in this PSA to the contrary, unless specifically set forth in an Addendum or Counteroffer, Seller covenants and agrees that all Monetary Liens shall be removed by Seller at Closing or insured against by the Title Insurer at Seller's sole cost and expense, regardless of whether Buyer has objected to such Monetary Lien(s). This provision will survive Closing.

(b) Permitted Exceptions. Those matters reflected in the Title Commitment to which Buyer does not object or agrees to waive following objection; provided however that Permitted Exceptions does not include (i) delinquent taxes or assessments, or (ii) deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens, and other liens or monetary encumbrances placed on or against the Property.

9.2 Inspection. In conducting its Due Diligence prior to the Due Diligence Deadline, and at any time thereafter until Settlement, Buyer may, upon reasonable notice and at reasonable times, conduct inspections, appraisals and for tests on the Property. Buyer shall enter to conduct such inspections and tests on the Property only during reasonable hours and with reasonable prior notice to Seller. Seller shall have the right to accompany Buyer and any of its agents on the Property at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of Seller and its tenants, and Buyer shall indemnify, hold harmless and defend Seller, its tenants and their employees, invitees and guests from and against any and all liabilities, claims, actions or damages (including reasonable attorneys' fees and court costs) which arise from, are caused by, or are in any manner connected with Buyer's Due Diligence and caused by or arising from the actions of Buyer, including, without limitation, claims for payment for inspection services, claims for mechanic's liens, claims for physical damage to the Property and claims arising from personal injury.

9.3 Buyer's Right to Cancel or Resolve Objections.

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(a) Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are not acceptable, then, not later than the Due Diligence Deadline, Buyer shall either: (a) cancel this PSA by providing written notice to Seller, in which event the Earnest Money Deposit shall be released to Buyer; or (b) provide to Seller one or more written notices setting forth Buyer's objections in reasonable detail (the "**Objections**").

(b) Failure to Respond. If Buyer does not timely take either of the actions described in Section 9.3, then the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections which Buyer could have asserted shall be deemed waived by Buyer and, unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of Seller's default.

(c) Response by Seller. If Buyer timely provides Objections to Seller, Buyer and Seller shall have five (5) Business Days after Seller's receipt of the Objections (the "**Response Period**") in which to agree in writing upon the manner of resolving the Objections. Seller may, but shall not be required to, resolve the Objections. If Buyer and Seller have not agreed in writing upon the manner of resolving the Objections prior to the expiration of the Response Period, Buyer may cancel this PSA by delivering written notice to Seller not later than five (5) Business Days after the end of the Response Period (the **"Termination Date"**); whereupon the Earnest Money Deposit shall be released to Buyer and neither Party shall have any further rights, obligations or liabilities under this PSA except as expressly set forth herein. If this PSA is not canceled by Buyer under this Section, the Objections shall be deemed waived by Buyer and the Earnest Money Deposit shall become nonrefundable except upon Seller's default. If the Response Period extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following the extended Termination Date. If the Termination Date extends past the Settlement Deadline, the Settlement Deadline shall be extended to the date that is five (5) Business Days following such Termination Date.

9.4 Estoppel Certificates. For a Commercial Property involving commercial leases, Seller shall deliver to Buyer, not less than five (5) Business Days prior to the Closing Date, in form reasonably required by Buyer or its secured lender, or in the form required by the applicable Leases, executed estoppel agreements from all tenants of the Property except as set forth in an Addendum attached hereto. If Seller cannot cause the required tenants to execute estoppel agreements in a form reasonably acceptable to Buyer and to Buyer's lender at least five (5) Business Days prior to the Settlement Date, Buyer may, at its sole discretion, extend the Settlement Deadline for up to thirty (30) Business Days to allow Seller additional time to obtain the required estoppel certificates. If Seller does not obtain the required estoppel agreements, Buyer may terminate the PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer, and no Party shall have any further rights, obligations, or liabilities under the PSA except as expressly set forth in the PSA. If Buyer does not timely terminate the PSA, then Buyer shall be deemed to have waived the provisions of this Section.

10. SELLER REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that the following statements are true and complete as of the Effective Date and shall be true and complete as of the Settlement and Closing. The following representations and warranties shall survive the date of Closing for one (1) year, and shall terminate and be null and void if or to the extent a legal action has not been filed in a court of competent jurisdiction prior to the expiration of such one (1) year period:

(a) there is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by any governmental body or, to Seller's knowledge, threatened against Seller and/or the Property which may adversely affect the transaction contemplated by this PSA;

(b) all work which has been or will be performed in, on or about the Property, or materials furnished to the Property which might in any circumstances give rise to a mechanic's or materialman's lien (other than relating to work performed by Buyer), will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained;

(c) Seller has not received any written notice or citation indicating that the Property is in material violation of Applicable Law;

(d) to Seller's knowledge, the consummation of the transactions contemplated by this PSA and the compliance by Seller with the terms of this PSA do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound;

(e) Seller is not a "**foreign person**" as that term is defined in Code Section 1445 and shall deposit with Escrow Agent at or prior to Settlement, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "**foreign person**" as so defined;

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(f) except as set forth in writing upon delivery and to Seller's knowledge, all copies Seller provides to Buyer under Section 8 above are true and correct copies of the originals or copies within Seller's possession;

(g) except as set forth in this Section, there are no leases, use agreements or similar agreements in effect with respect to the Property giving any third party the right to possession of the Property;

(h) to the Knowledge of Seller, the Property is in compliance with all Applicable Law;

(i) To the Knowledge of Seller and except as disclosed by environmental reports provided to Buyer, no Hazardous Material is present in, on or under the Property or any nearby real property which could migrate to the Property. Seller has not used the Property or any part thereof, and to its Knowledge no other Person has used the Property or any part thereof, for the production, processing, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Material while the Property has been owned by Seller;

(j) except as disclosed by Seller in writing: (i) the Leases provided will be accurate and complete; (ii) the Leases are in full force and effect and all rent is accruing without offset or deduction; (iii) there are no Persons leasing or, to the Knowledge of Seller, occupying the Property except the tenants described in the Leases; (iv) the Leases have not been amended or modified; (v) no monthly rent has been paid more than one (1) month in advance and no security deposit or prepaid rent has been paid; (vi) no tenant is entitled to interest on any security deposit; (vii) the tenants have accepted possession of their respective premises and all improvements and construction required to be performed by the landlord under the Leases have been completed; (viii) no event has occurred and no condition now exists which, with or without notice or the passage of time, or both, would constitute a material breach or a default by the landlord or, to the Knowledge of Seller, by any tenant; (ix) no money is owed or will become owing to any tenant for improvements or otherwise under the Leases; and (x) there are no leasing commissions or other commissions, fees or compensation presently owed or which will become due and payable under any of the Leases or which could become due and payable in the future upon the exercise of any right or option contained in any of the Leases; and,

(k) the Operating Statements delivered to Buyer are correct and complete in all material respects and accurately show and fairly present all income and expenses of the Property for the periods indicated in all material respects, subject to customary and consistent year-end adjustments.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set forth in this PSA or in an Addendum or Counteroffer: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "**AS IS, WHERE IS, AND WITH ALL FAULTS**" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES PENDING CLOSING. Between the Effective Date and the date of Closing, and except as and to the extent otherwise permitted by an Addendum hereto, Seller shall:

(i) comply with all Applicable Law;

(ii) continue and maintain all current casualty and liability insurance policies on the Property;

(iii) manage, operate, maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair and working order and condition; and,

(iv) keep in force property insurance covering all buildings, structures, improvements, machinery, fixtures and equipment included in the Property insuring against all risks of physical loss or damage, subject to standard exclusions, in an amount equal to the actual replacement cost (without deduction for depreciation) of such buildings, structures, improvements, machinery, fixtures and equipment.

During such period Seller shall not:

(i) create or suffer to be created any further Monetary Lien against the Property;

(ii) make any substantial alterations or improvements to the Property; or,

(iii) except for the usage and storage of normal and customary amounts of Hazardous Material found in cleaning and maintenance supplies stored and used in compliance with Environmental Law, shall not use, produce, process, manufacture, generate, treat, handle, store, release or dispose of any Hazardous Material in, on or under the Property.

12.1 Leasing Matters. Between the effective Date and the date of Closing, and except as and to the extent otherwise permitted by an addendum hereto. Seller shall provide Buyer with copies of any and all proposed Leases, Lease renewals, Lease modifications and Lease amendments which Seller proposes to execute. Buyer shall have no approval rights with respect to proposed Leases, Lease renewals, Lease modifications and Lease amendments until after the Due Diligence Deadline. From and after the Due Diligence Deadline, Seller will not enter into any new Lease relating to the Property, or any renewal, modification or amendment of any currently existing Leases, without

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first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Unless the Parties otherwise agree in writing; any brokerage commission payable with respect to a new Lease, a Lease modification and/or Lease amendment executed after the Due Diligence Deadline shall be paid by Buyer; and all tenant improvements required under any Lease (and/or Lease modification and/or amendments) executed after the Due Diligence Deadline shall be completed at Buyer's sole cost and expense.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a legal entity rather than an individual, each Person executing and delivering this PSA or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind Buyer or Seller. Each of Seller and Buyer further warrant that the execution and delivery of this PSA by it has been duly and validly authorized, and all requisite actions have been taken to make this PSA valid, binding and enforceable upon it.

14. COMPLETE CONTRACT. This PSA together with any attached Addendum and Counteroffer, exhibit, and Seller Disclosures, constitutes the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties. This PSA cannot be changed except by written agreement of the Parties. Subject to the limitations on assignment expressly set forth in any Addendum or Counteroffer, this PSA shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and assigns.

15. MEDIATION. If the Parties have elected to mediate by checking the appropriate box in the Fundamental Terms, any dispute relating to this PSA that arises prior to or after Closing shall first be submitted to mediation. Mediation is a process in which the Parties meet with an impartial Person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The Parties to the dispute must agree in writing before any settlement is binding. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) days from the date written notice requesting mediation is sent by one Party to all other Parties. If mediation fails, the other procedures, rights and remedies available to the Parties under this PSA shall apply. Nothing in this Section shall prohibit any Party from seeking emergency equitable relief pending mediation including, without limitation, an injunction.

16. DEFAULT. In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this PSA by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this PSA by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller, a sum equal to the Earnest Money Deposit as liquidated damages; (b) to enforce Seller's obligations under this PSA by a suit for specific performance; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. Upon termination of this PSA by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this PSA. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

17. ATTORNEYS' FEES AND COSTS. In the event of litigation or binding arbitration arising out of this PSA, the prevailing Party shall be entitled to costs and reasonable attorneys' fees. Attorneys' fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. All notices required under this PSA must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party, the other Party's Agent or the other Party's Brokerage no later than the applicable date referenced in this PSA. Notices may be hand delivered, faxed, emailed, delivered by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. If a notice is sent by electronic transmission, the burden of proving receipt will be on the sender.

19. ABROGATION. Except for the provisions of Sections 5, 7, 9.2, 14, and 15 and any other provisions of this PSA which expressly survive the termination of this PSA, the provisions of this PSA shall not be enforceable after Closing.

20. RISK OF LOSS; EMINENT DOMAIN. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing. In the event of any destruction exceeding five percent (5%) of the Purchase Price or any taking or commencement of a taking by any governmental agency of a material

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portion of the Property, Buyer may, at Buyer's sole discretion, terminate this PSA by written notice to Seller within ten (10) days of notice of the commencement of taking or event of destruction, in which event all the Earnest Money Deposit, together with any interest accrued thereon, shall be promptly refunded to Buyer. If Buyer does not terminate this PSA, the insurance or condemnation proceeds, or right to collect the same, shall be paid or assigned to Buyer at Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this PSA, and any extension of the time for performance of any obligation or satisfaction of any condition must be agreed to in writing by all Parties. Unless otherwise explicitly stated in this PSA: performance under this PSA which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date. Business Days shall be counted beginning on the day following the event which triggers the timing requirement (i.e., delivery of a specified notice, etc.). If the date for performance falls, or the deadline expires on a day which is not a Business Day, performance shall be required or the deadline shall expire on the next Business Day thereafter. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and other Persons which are not Parties, except as otherwise agreed to in writing by such Persons.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Facsimile (fax) or Email transmissions of a signed copy of this PSA, any Addenda and Counteroffers thereto, and the retransmission of any signed fax or Email shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This PSA and any Addenda and Counteroffers thereto may be executed in counterparts.

23. ACCEPTANCE. "**Acceptance**" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) delivers to the other Party or to the other Party's Agent or Brokerage written notice of acceptance of the offer or counteroffer by hand delivery, fax, email, delivery by certified mail, return receipt requested or by a national overnight courier service such as, but not limited to, Federal Express. The burden of proving delivery will be on the sender.

24. DEADLINES. Buyer and Seller agree that Seller Disclosure Deadline, the Due Diligence Deadline and Settlement Deadline are as set forth in the Fundamental Terms, as modified by any Addendum hereto.

25. TAX DEFERRED EXCHANGE. Each Party shall cooperate with the other Party in effecting a tax deferred exchange under the I.R.S. Code; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. Except in cases of Default by a non-exchanging party, the exchanging Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a tax deferred exchange.

26. JOINT PREPARATION. The provisions of this PSA have been negotiated by all Parties hereto and should therefore not be interpreted or construed in favor of or with prejudice against any particular Party, but in accordance with the general tenor of the language used.

27. DEFINITIONS. Certain capitalized terms previously used in this PSA are defined above. In addition to those capitalized terms, the following capitalized terms shall have the following meanings:

"Agent" means Buyer's Agent or Seller's Agent, as applicable.

"Applicable Law" shall mean and include: any and all laws, rules, regulations or ordinances of any governmental authority having jurisdiction over a specified matter, as the same may be in effect from time to time, including, without limitation, any Environmental Law.

"Brokerage" means Buyer's Brokerage or Seller's Brokerage, as applicable.

"Business Day" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks in Utah are authorized by federal law to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

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"Counteroffer" means a Counteroffer signed by the Party making the Counteroffer to this PSA, and which Counteroffer will be attached to this PSA as an addendum.

"Deed" means the form of Deed checked in the appropriate box on page 1 of this PSA in the Fundamental Terms.

"Due Diligence" means such investigations of and tests on or regarding the Property as Buyer deems necessary and appropriate.

"Effective Date" means the date both Seller and Buyer have executed this PSA and accepted Counteroffers and Addenda, as applicable.

"Environmental Law" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals from the Property to air, water, soil, or groundwater, or relating to the withdrawal or use of groundwater, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, disposal, storage, or management of Hazardous Materials or relating to the transportation, storage, disposal, or management, including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"Fundamental Terms" means the Fundamental Terms of Offer to Purchase set forth on page 1 of this PSA as modified by an accepted Counteroffer or Addendum.

"Hazardous Material" shall mean and include, without limitation: (a) those substances included within the definitions of "**hazardous substances**" and "**hazardous waste**" in any Environmental Law; and (b) any material, waste, or substance which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and other explosive or radioactive materials.

"Knowledge" means the actual knowledge of a Party and imposes a duty to investigate the applicable files and records but without a duty of further inquiry. The knowledge of a specific person may be set forth in an Addendum if desired.

"Lease" shall have the meaning set forth in Section 8(h).

"Monetary Liens" means each of the following to the extent arising by, through or under Seller: judgment liens, mortgages, deeds of trust, mechanic's liens, pre-construction liens, liens that secure the payment of money or credit, and liens or charges for delinquent taxes.

"Operating Statements" shall have the meaning set forth in Section 8(i).

"Parties" means Seller and Buyer.

"Party" means Seller or Buyer.

"Permitted Exception" has the meaning set forth in Section 9.1(b).

"Person" means any natural individual human, any legal entity, a trust or the trustees of a trust acting in such capacity.

"Reference Date" means the date set forth in the Fundamental Terms on which the offer was prepared.

"Title Commitment" means a commitment issued by the Title Insurer for the Title Policy insuring the Owner's title in the Property in the full amount of the Purchase Price.

"Title Policy" means a standard 2006 ALTA Owner's Policy of Title Insurance issued by the Title Insurer.

Attachment: Purchase and Sale Agreement for Real Estate (Real Estate Purchase Contract - 100 East 1100 South)

OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by **1:00 P.M. Mountain Time on November 4, 2021**, this Offer shall lapse, and the Buyer's Brokerage or Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

If Buyer is an individual or individuals:

(Signature of Buyer)	(Print Name of Buyer)	(Date)
(Signature of Buyer)	(Print Name of Buyer)	(Date)

If Buyer is an entity:

American Fork City
(Print Name of Entity)

11/3/2021 | 7:35 AM MDT
(Date)

Utah
(State of Formation and Type of Entity)

By: DocuSigned by: David Bunker
(Signature of Authorized Signer)

Name: David Bunker
(Print Name of Authorized Signer)

Its: City Administrator
(Print Position of Signer)

Attachment: Purchase and Sale Agreement for Real Estate (Real Estate Purchase Contract - 100 East 1100 South)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[X] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller accepts the foregoing offer on the terms and conditions specified above.

[ ] **COUNTEROFFER:** Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. _____.

[ ] **REJECTION**

If Seller is an individual or individuals:

(Signature of Seller)	(Print Name of Seller)	(Date)
(Signature of Seller)	(Print Name of Seller)	(Date)

If Seller is an entity:

Windy City Development, LLC
(Print Name of Entity)

11/3/2021 | 7:26 AM MDT
(Date)

(State of Formation and Type of Entity)

By: DocuSigned by: Bob Ripley
20CB576A41D4C2E...
(Signature of Authorized Signer)

Name: Bob Ripley
(Print Name of Authorized Signer)

Its: Manager
(Print Position of Signer)

Attachment: Purchase and Sale Agreement for Real Estate (Real Estate Purchase Contract - 100 East 1100 South)

CCIM Chapter

ADDENDUM/COUNTEROFFER NO.____1_____TO PURCHASE AGREEMENT

ADDENDUM [_x__], COUNTEROFFER [ ] to that PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE (the "**PSA**") with a Reference Date of **November 2, 2021**, including all other Addenda and Counteroffers thereto, between Buyer and Seller (as described in the Fundamental Terms) pertaining to the following Property: 30.77 Acres Utah County Tax Id: **13:066:0030**

The following terms constitute an addendum (the "**Addendum**") to the specified terms in the PSA or identified Addendum.

1. This Purchase and Sale Agreement is contingent upon ratification by the American Fork City Council on or before November 16, 2021.
2. Buyer shall pay all Greenbelt Rollback Taxes.
3. All water rights appurtenant to the property shall be retained by Seller. City will facilitate the transfer and cover the costs to bank the water with American Fork City.
4. Buyer shall cooperate with Seller's desire to do a 1031 exchange.
5. American Fork City shall pay the brokerage commission to Mountain West Commercial Real Estate ("Broker") per the terms of a separate agreement.
6. At the end of due diligence, Buyer shall escrow proceeds equal to the remainder of the purchase price with Title Company in an interest-bearing account with accrued interest to inure to the benefit of the Seller.
7. At the time of Closing, Buyer and Seller shall execute an amendment to the Purchase and Sale Agreement to increase the sales price for the property to reflect the inclusion of the accrued interest in the Sale Price.
8. Seller shall have the option to Close on or before December 31, 2021, or to delay Closing for a period of up to 3 years from November 30, 2021 to allow time for Seller to identify a suitable 1031 Exchange Replacement Property.

To the extent the provisions of this Addendum/Counteroffer modify or conflict with any provisions of the PSA or any other prior Addenda or Counteroffer, the provisions of this Addendum/Counteroffer shall control. All other provisions of the PSA and all other Addenda and Counteroffers not modified by this Addendum/Counteroffer shall remain in full force and effect; provided, however, that to the extent the provisions of any Addendum conflict with the provisions of any other Addendum, the Addendum most recently executed by all of the parties will control.

Buyer or Seller, as applicable, shall have until **1:00 P.M. Mountain Time on November 4, 2021** to accept or reject, and deliver, this Addendum.

(Signature of Authorized Signer)	David Bunker (Print Name of Authorized Signer)	(Date)
(Signature of Authorized Signer)	(Print Name of Authorized Signer)	(Date)

ACCEPT / REJECTION / COUNTER OFFER

CHECK ONE

[x] **ACCEPTANCE**: [x] Seller [ ] Buyer ACCEPTS the foregoing ADDENDUM.

[ ] **COUNTER OFFER**: [ ] Seller [ ] Buyer presents as a COUNTER OFFER the terms of attached Addendum No. ___.

[ ] **REJECTION**: [ ] Seller [ ] Buyer REJECTS the foregoing ADDENDUM.

DocuSigned by: Bob Ripley (Signature of Authorized Signer)	Bob Ripley (Print Name of Authorized Signer)	11/3/2021 | 7:26 AM MDT (Date)
(Signature of Authorized Signer)	(Print Name of Authorized Signer)	(Date)

Seller's Initials DS BR Date 11/3/2021 | 7:26 AM MDT Buyer's Initials DS DB Date 11/3/2021 | 7:35 AM MDT

Attachment: Purchase and Sale Agreement for Real Estate (Real Estate Purchase Contract - 100 East 1100 South)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 9, 2021

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

AGENDA ITEM Review and action on an ordinance approving amendments to Section 15.01.1430 of the American Fork City Code relating to Cul-de-sacs.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
This proposed code text amendment to Section 15.01.1430 is to bring this section of code to be consistent with the city's eight-foot wide park strip and five-foot sidewalk standards. This will replace the old detail to reflect the standards.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to adopt the ordinance approving the amendment to Section 15.01.1430 relating to the Culd-de-sac drawing.

SUPPORTING DOCUMENTS

11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Ordinance (PDF)
11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Staff report (PDF)
11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Minutes (PDF)

AN ORDINANCE AMENDING SECTION 15.01.1430 CUL-DE-SAC OF THE AMERICAN FORK MUNICIPAL CODE.

Whereas, municipalities are authorized to enact ordinances, resolutions, rules and regulations for land uses within its jurisdictional limits and the enforcement of such ordinances, resolutions, rules and regulations; and

Whereas, the City has adopted Standard Drawings and Specifications to maintain consistency with development throughout the city; and

Whereas, the City council finds and determines that it is in the best interest of the City, to amend the code relating to the detail entitled Cul-de-Sac to replace the existing standard drawing detail with an updated detail which incorporates the City's 8' wide park strip and 5' wide sidewalk standard into the Cul-de-Sac detail drawing.

NOW THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UAH:

SECTION 1: Amendment of Section 15.01.1430 of the Code of American Fork City, Utah is hereby amended as follows:

Replace the existing Cul-de-Sace standard drawing detail, also identified as drawing no. 15.7, with the new Cul-de-Sac drawing detail.

Section 2: Severability

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

SECTION 3. Effective Date. This ordinance shall take effect immediately upon its passage and publication as prescribed by law.

Attachment: 11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Ordinance (Section 15.01.1430 - Cul-de-sacs)

PASSED AND ADOPTED BY THE AMERICAN FORK CITY COUNCIL, STATE OF UTAH, ON THIS ____ DAY OF _____, 2021.

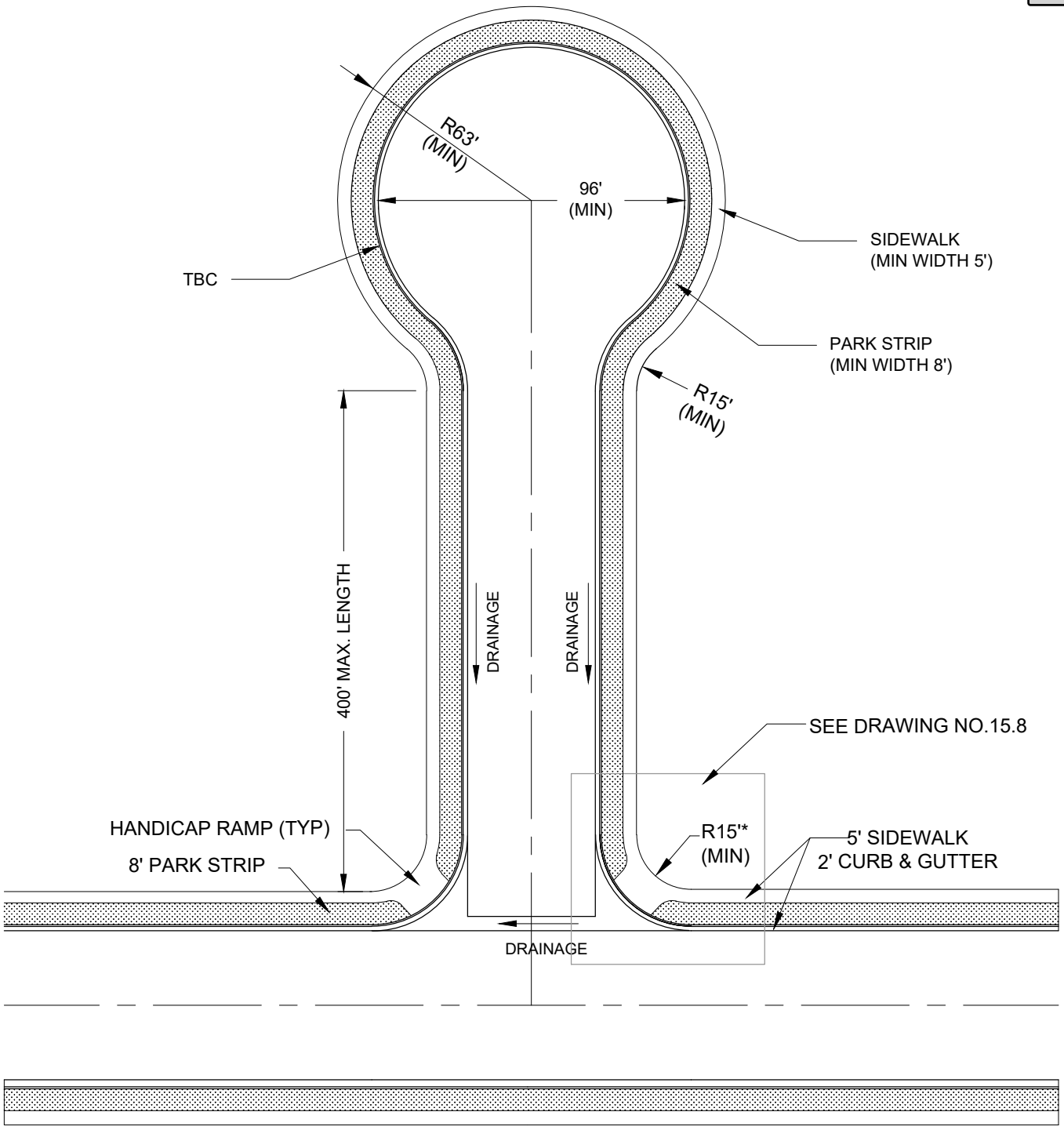
AMERICAN FORK CITY:

_____
MAYOR BRADLEY J. FROST

ATTEST:

_____
TERILYN LURKER, CITY RECORDER

Attachment: 11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Ordinance (Section 15.01.1430 - Cul-de-sacs)



GENERAL NOTES:

1. INSTALL CATCH BASINS AND ASSOCIATED PIPING AS REQUIRED IN THE EVENT THE GRADE OF THE STREET SLOPES INTO THE CUL-DE-SAC.
2. SEE TABLE ON DRAWING NO. 15.24 FOR PROPERTY LINE AND TBC RADIUS.
3. MINIMUM DIAMETER OF CUL-DE-SAC SHALL CONFORM TO M.C. 17.7.505 -E.

DRAWN: NLP	AMERICAN FORK 18 FORK 53	AMERICAN FORK CITY PUBLIC WORKS 275 EAST 200 NORTH (801) 763-3060	STANDARD DETAIL FOR CUL-DE- SEC	DRAWING NO. 15.7
REVISED: TDG				
DATE: JAN 2021				
SCALE: VARIES				

Attachment: 11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Ordinance (Section 15.01.1430 - Cul-de-sacs)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 10/20/2021

This report is a summary of the American Fork City Engineering Division review comments regarding the proposed code text amendment:

Proposed Amendment: Code Text Amendment Related to Section 15.01.1430 Cul-de-Sac detail

Developer / Applicant's Name: Public Works Department – Engineering Division

Type of Application:

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

Engineering Division Recommendation:

To be consistent with the City's 8' wide park strip and 5' wide sidewalk standard, an update to the cul-de-sac detail was required. This amendment replaces the old detail with the new one reflecting those standards.

The Engineering Division recommends APPROVAL of the proposed code text amendment related to Section 15.01.1430 Cul-de-Sac

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the code text amendment related to Section 15.01.1430 Cul-de-Sac.

DENIAL

Mr. Chairman, I move that we recommend denial of the code text amendment related to Section 15.01.1430 Cul-de-Sac.

TABLE

Mr. Chairman, I move that we recommend table of the code text amendment related to Section 15.01.1430 Cul-de-Sac.

Attachment: 11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Staff report (Section 15.01.1430 - Cul-de-sacs)

Ms. Peay moved to table the preliminary plan and final plat for Beck Hillside Estates.

Mr. Frandsen seconded the motion. Voting was as follows:

Chairman Woffinden	**Aye**
Bruce Frandsen	**Aye**
Jenny Peay	**Aye**
Harold Dudley	**Aye**

The motion passed.

4. Hearing, review and action on a commercial site plan for Goldfish Swim School, located at 348 South 500 East in the GC-2 General Commercial zone

Chairman Woffinden said that this item was pulled from the agenda at the developer's request.

5. Hearing, review and action on a preliminary plan, final plat and site plan for Deer Park Subdivision consisting of two lots, located in the area of 9 West 1100 South in the PI-1 Planned Industrial zone

Chairman Woffinden said that this item was pulled from the agenda at the developer's request.

6. Hearing, review and action on amendments to Section 15.01.1430 of the American Fork City Municipal Code entitled Cul-de-Sac

Mr. Hunter said that in order to be consistent with the City's 8' wide park strip and 5' wide sidewalk standard, an update to the cul-de-sac detail was required. This amendment replaces the old detail with the new one reflecting those standards. This is a clean-up item as the current standard drawing detail for cul-de-sacs still reflect the old park strip and sidewalk standards. The main change you will see is the cul-de-sac head, the old radius used to be a 60 ft radius but now the radius has been changed to 63ft. Everything else is the same and is what the fire department requires.

Attachment: 11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Minutes (Section 15.01.1430 - Cul-de-sacs)

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley moved to recommend approval of the proposed code text amendments related to Section 15.01.1430 Cul-de-Sac.

Mr. Frandsen seconded the motion. Voting was as follows:

Chairman Woffinden	**Aye**
Bruce Frandsen	**Aye**
Jenny Peay	**Aye**
Harold Dudley	**Aye**

The motion passed.

7. Other Business

Mr. Dudley gave a tribute to all who are veterans and thanked them for their service.

8. Site Plan Committee Report

Mr. Hunter said that there are a lot of projects in the review pipeline, there may be a code text amendment and a subdivision plat ready at the next meeting. He told commissioners that the Engineering Division has been shorthanded since May. They have recently filled some of the positions so that may help with the backlog.

9. Review and action on the minutes of the October 6, 2021 Planning Commission Regular Session

Mr. Dudley moved to recommend approval of the minutes of the October 6, 2021 Planning Commission Regular Session.

Attachment: 11-09-21 - Section 15.01.1430 relating to Cul-de-sac - Minutes (Section 15.01.1430 - Cul-de-sacs)