

AMERICAN FORK CITY COUNCIL  
JUNE 14, 2022  
PUBLIC HEARING AND REGULAR SESSION AGENDA

*\*Notice of Electronic Meeting\**

One or more City Council members may be physically absent from this meeting but may participate electronically.

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, June 14, 2022, in the American Fork City Hall, 31 North Church Street, commencing at the conclusion of the Redevelopment Agency meeting at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARINGS

- The Redevelopment Agency of American Fork City, Utah (the “Issuer”) and the City Council of American Fork City, Utah jointly called a public hearing to receive input from the public with respect to the issuance of the Tax Increment and Sales Tax Bonds, in one or more series, in the aggregate principal amount not to exceed \$30,000,000 for improvements to the Patriot Station Project Area, and related improvements.
- The City Council will receive public comments on amendments to the Fiscal Year Ending 2022 budget (July 1, 2021, to June 30, 2022)
- The City Council will receive public comments on the Fiscal Year Ending 2023 budget (July 1, 2022, to June 30, 2023)

REGULAR SESSION

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

COMMON CONSENT AGENDA

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

1. Approval of the April 19, 2022, work session minutes.
2. Approval of the April 26, 2022, city council minutes.
3. Approval of the May 3, 2022, work session minutes.
4. Approval of the May 10, 2022, city council minutes.
5. Approval of the May 17, 2022, work session minutes.
6. Approval of the May 24, 2022, city council minutes.
7. Ratification of city payments (May 18, 2022, to June 7, 2022) and approval of purchase requests over \$50,000.


ACTION ITEMS

1. A resolution of the City of American Fork, Utah authorizing an interlocal sales tax pledge agreement with the Redevelopment Agency of American Fork City, Utah related to the issuance and sale of the subordinated sales tax revenue and tax increment revenue bonds, Series 2022, to be issued by the Redevelopment

Agency of American Fork City in the principal amount up to \$30,000,000 for the purpose of financing a portion of certain development costs, including in particular, the upgrading 200 South related to the Patriot Station Project area, including widening it, adding signals, upgrading utilities, and related matters, all within the project area and paying certain costs associated therewith; and related matters.

2. Review and action on approval of an alcoholic beverage license for Lovebirds Hot Chicken, LLC. at 66 North West State Road.
3. Review and action on approval of an Economic Development and Services Agreement with the American Fork Chamber of Commerce for the term fiscal year 2023.
4. Review and action on a resolution approving outdoor water management measures.
5. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
  - a. Review and action on approval of the final plat for Autumn Crest Plat F subdivision, located in the area of 950 East Circle and 1060 North in the R1-9,000 Residential zone.
6. Review and action on approval of a resolution adopting fireworks restrictions for American Fork City.
7. Review and action on a resolution approving an interlocal agreement with Utah County for CDBG Participation.
8. Review and action on an ordinance amending Section 15.01.050 and repealing Section 17.13.202 of the city code relating to enforcement procedures.
9. Review and action on a resolution adopting an amended fiscal year ending June 30, 2022, budget.
10. Review and action on a resolution adopting an updated General Fee Schedule.
11. Review and action on a sewer treatment services contract and collection maintenance agreement.
12. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
13. Adjournment.

Dated this 10th day of June 2022.



Terilyn Lurker  
City Recorder

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



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** A resolution of the City of American Fork, Utah authorizing an interlocal sales tax pledge agreement with the Redevelopment Agency of American Fork City, Utah related to the issuance and sale of the subordinated sales tax revenue and tax increment revenue bonds, Series 2022, to be issued by the Redevelopment Agency of American Fork City in the principal amount up to \$30,000,000 for the purpose of financing a portion of certain development costs, including in particular, the upgrading 200 South related to the Patriot Station Project area, including widening it, adding signals, upgrading utilities, and related matters, all within the project area and paying certain costs associated therewith; and related matters.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

The bond proceeds will be used for a portion of certain development costs for upgrading 200 South related to the Patriot Station Project area. This will include widening the road, adding signals, upgrading utilities, and related matters.

**BUDGET IMPACT**

Maximum amount of the bond: \$30,000,000

**SUGGESTED MOTION**

Move to approve the resolution authorizing an interlocal sales tax pledge agreement with the Redevelopment Agency of American Fork City, Utah related to the issuance and sale of the subordinated sales tax revenue and tax increment revenue bonds, Series 2022, to be issued by the Redevelopment Agency of American Fork City in the principal amount up to \$30,000,000 for the purpose of financing a portion of certain development costs, including in particular, the upgrading 200 South related to the Patriot Station Project area, including widening it, adding signals, upgrading utilities, and related matters, all within the project area and paying certain costs associated therewith; and related matters.

**SUPPORTING DOCUMENTS**

06.14.22 - Authorizing Bond Resolution City - American Fork RDA 2022 (002) (DOCX)

American Fork, Utah

June 14, 2022

The City Council (the “Council”) of the City of American Fork, Utah met in public session at its regular meeting place, within the boundaries of American Fork, Utah on June 14, 2022, at 7:00 p.m. There were present at said meeting the following members:

Present:

Brad Frost	Mayor
Staci Carroll	Councilmember
Kevin Barnes	Councilmember
Ryan Hunter	Councilmember
Rob Shelton	Councilmember
Clark Taylor	Councilmember

Also present:

David Bunker	City Manager
Terilyn Lurker	City Recorder
Anna Montoya	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this June 14, 2022, meeting, a copy of which is attached hereto as Exhibit “A”.

The following resolution was introduced in written form, was fully discussed and, pursuant to motion made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

Aye:

Nay:

The resolution was thereupon signed by the Mayor in open meeting and recorded by the City Recorder and is as follows:



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF AMERICAN FORK, UTAH AUTHORIZING AN INTERLOCAL SALES TAX PLEDGE AGREEMENT WITH THE REDEVELOPMENT AGENCY OF AMERICAN FORK CITY, UTAH RELATED TO THE ISSUANCE AND SALE OF THE SUBORINDATED SALES TAX REVENUE AND TAX INCREMENT REVENUE BONDS, SERIES 2022, TO BE ISSUED BY THE REDEVELOPMENT AGENCY OF AMERICAN FORK CITY IN THE PRINCIPAL AMOUNT UP TO \$30,000,000 FOR THE PURPOSE OF FINANCING A PORTION OF CERTAIN DEVELOPMENT COSTS, INCLUDING IN PARTICULAR, THE UPGRADING 200 SOUTH RELATED TO THE PATRIOT STATION PROJECT AREA, INCLUDING WIDENING IT, ADDING SIGNALS, UPGRADING UTILITIES, AND RELATED MATTERS, ALL WITHIN THE PROJECT AREA AND PAYING CERTAIN COSTS ASSOCIATED THEREWITH; AND RELATED MATTERS.

WHEREAS, the City of American Fork, Utah (the “Agency”) is a political subdivision of the State of Utah (the “City”), which has established the Redevelopment Agency of American Fork City, Utah (the “Agency”) pursuant to the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended, (the “Reinvestment Act”) and its predecessor and the powers of the Agency include the power to issue bonds for any of the Agency’s corporate purposes; and

WHEREAS, the Agency proposes to issue bonds pursuant to an Indenture of Trust to be dated as of July 1, 2022 (the “Indenture”) by and between the Agency and \_\_\_\_\_, National Association, as trustee (the “Trustee”), the Agency has determined that it would be in furtherance of its public purposes to issue not more than \$30,000,000 of Subordinated Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), to provide funds to (i) finance certain development costs including, in particular, the acquisition of certain real property, all within the Patriot Station Project Area (the “Project”); (ii) fund a debt service reserve fund, if desirable, and (iii) pay certain costs of issuance relative to the Series 2022 Bonds; and

WHEREAS, as provided in the Indenture the Series 2022 Bonds will be secured by certain tax increment revenues of the Agency and certain sales tax revenues as agreed upon between the City and the Agency pursuant to an Interlocal Sale Tax Pledge Agreement:

NOW, THEREFORE, the City Council of the City of American Fork, Utah does hereby resolve as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers and staff of the City directed toward the Interlocal Sales Tax Pledge Agreement and the issuance of the Series 2022 Bonds are hereby ratified, approved and confirmed.

Section 3. The City Council hereby authorizes and consents to the financing of the Project through the issuance of the Series 2022 Bonds in the maximum amount of not to exceed \$30,000,000, bearing interest in the maximum amount of not to exceed 5.50% per annum, maturing over a maximum term of 25 years, with a maximum discount of not exceed 3% or to be issued at a price of not less than 97% of par, in accordance with the provisions of the Indenture to be finally approved by a Pricing Committee consisting of the Chair/Mayor, the City Manager/Executive Director and City/Agency Finance Director, in substantially the form presented to this meeting and attached hereto as Exhibit "B".

Section 4. The Agency hereby finds and determines that it is in the best interest of the residents of the City for the Agency to issue up to \$30,000,000 aggregate principal amount of the Series 2022 Bonds. The Series 2022 Bonds shall be dated as of the date of delivery thereof, shall bear interest at the per annum interest rates provided in the Indenture, shall mature, and shall be subject to redemption prior to maturity all as provided in the Indenture.

Section 5. The City approves of the preliminary official statement and an official statement related to the Series 2022 Bonds and any and all other documents and certificates related to the Series 2022 Bonds.

Section 6. The appropriate official Is of the Agency are hereby authorized to execute and deliver to the Trustee the written order of the Agency for authentication and delivery of the Series 2022 Bonds in accordance with the provisions of the Indenture.

Section 7. The Interlocal Sales Tax Pledge Agreement in substantially the form presented to the Council at this meeting is in all respects authorized, approved and confirmed. The Mayor and City Recorder of the Agency are hereby authorized to execute and to attest and affix the seal of the Agency and to deliver the Interlocal Sales Tax Pledge Agreement in the form and with substantially the same content as presented to this meeting for and on behalf of the Agency with such alterations, corrections, modifications and amendments as the Mayor deems advisable and whose consent thereto shall be manifest and established by the application of his signature thereon. The Interlocal Sales Tax Pledge Agreement shall not be effective until the public notice requirements are met.

Section 8. All proceedings, resolutions and documents pertaining to the actions of the City and its officers taken in connection with the Interlocal Sales Tax Pledge Agreement are hereby ratified, confirmed and approved.

Section 9. The appropriate officers of the Agency are authorized to take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions as contemplated hereby and are authorized to take all action necessary in conformity with the Reinvestment Act to accomplish the transactions herein described.

Section 10. The Agency has, by resolution adopted by the Board of Directors of the Agency on the date hereof, approved and consented to the issuance of the Series 2022 Bonds by the Agency.

Section 11. The Mayor and City Recorder are jointly hereby authorized to make any alterations, changes, or additions to any documents or certificates related to the Interlocal Sales Tax Pledge Agreement or the Series 2022 Bonds herein approved which may be necessary to finalize the terms, to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the City, or the provisions of the laws of the State of Utah or the United States.

Section 12. Upon their issuance, the Series 2022 Bonds will constitute special limited obligations of the Agency payable solely from and to the extent of revenues pledged therefor all as provided in the associated Indenture. No provision of this Resolution, the Indenture, the official statement, nor any other instrument, shall be construed as creating a general obligation of the Agency or the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, nor as incurring or creating a charge upon the general credit of the Agency or the City.

Section 13. The appropriate officials of the City are hereby authorized to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 14. After any of the Series 2022 Bonds are delivered by the Trustee to the Purchaser or Underwriter and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2022 Bonds are deemed to have been fully discharged in accordance with the terms and provisions of the Indenture.

Section 15. If any provisions of this resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this Resolution.

Section 16. All resolutions of the City or parts thereof inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 17. This resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this June 14, 2022.

CITY OF AMERICAN FORK, UTAH

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Mayor

ATTEST:

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City Recorder

(SEAL)

Attachment: 06.14.22 - Authorizing Bond Resolution City - American Fork RDA 2022 (002) (Interlocal sales tax pledge agreement with RDA)

STATE OF UTAH                    )  
   ) ss.  
 COUNTY OF UTAH )

I, Terilyn Lurker, the duly qualified and acting City Recorder of the City of American Fork, Utah (the “City”) do hereby certify:

1. The foregoing is a true, perfect and complete copy of the record of proceedings of the City Council of the City, had and taken at a lawful public meeting of said Council held at the regular meeting place of said Council, in American Fork, Utah, on June 14, 2022, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Agency kept in the office of the Agency, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

2. All members of the City Council of said Agency were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency on June 14, 2022.

\_\_\_\_\_  
 City Recorder

(SEAL)

EXHIBIT "A"

## CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

STATE OF UTAH                    )  
   )ss.  
 COUNTY OF UTAH                )

I, Terilyn Lurker, the duly qualified and acting City Recorder of the City of American Fork, Utah (the "City") do hereby certify according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6, Utah Code Annotated 1953, as amended, I caused to be given not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the June 14, 2022, public meeting held by the Agency as follows:

(a) By causing a Notice, in the form attached hereto as Schedule "1", to be posted at the City Offices not less than 24 hours prior to the date and time of said meeting; said Notice of Meeting having continuously remained so posted and available for public inspection during the regular office hours of the undersigned until the date and time of said meeting; and

(b) By causing a copy of said Notice, in the form attached hereto as Schedule "1" to be provided not less than 24 hours prior to the date and time of said meeting to at least one newspaper of general circulation within the geographic jurisdiction of American Fork City, Utah and to any other local media correspondent which has requested notification of meetings of the Agency.

(c) By causing a copy of said Notice, in the form attached hereto as Schedule "1" to be posted not less than 24 hours prior to the date and time of said meeting to the Utah Public Notice Website.

Evidence of Annual Meeting Notice for meetings of the City Council of the City of American Fork, Utah posted on the Utah Public Notice Website on \_\_\_\_\_, 202\_\_, provided to a newspaper of general circulation on \_\_\_\_\_, 202\_\_, and posted at the City offices on \_\_\_\_\_, 202\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on June 14, 2022.

\_\_\_\_\_  
 City Recorder

(SEAL)

SCHEDULE “1”

Notice of Public Meeting of City  
Held on June 14, 2022

Attachment: 06.14.22 - Authorizing Bond Resolution City - American Fork RDA 2022 (002) (Interlocal sales tax pledge agreement with RDA)

EXHIBIT “B”

## Indenture

[See Transcript Document Nos. \_\_ & \_\_\_\_]



EXHIBIT "C"

## Bond Purchase Agreement

[See Transcript Document No. \_\_\_\_]





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on approval of an alcoholic beverage license for Lovebirds Hot Chicken, LLC. at 66 North West State Road.

**SUMMARY RECOMMENDATION**

Staff would recommend approval of the Lovebirds Hot Chicken LLC alcoholic beverage license.

**BACKGROUND**

On March 29, 2022, the city council approved a beer license for Lovebirds Hot Chicken LLC located at 66 N. West State Road. The owners are now requesting approval of an alcoholic beverage license.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to approve the alcoholic beverage license for Lovebirds Hot Chicken LLC.

**SUPPORTING DOCUMENTS**

06.14.22 - Alcohol Business License - Lovebirds Hot Chicken 6.14.22 (PDF)

Printed: 05/26/2022

American Fork

Lovebirds Hot Chicken LLC

05/24/2022 - 12/30/2022

0782502

Beer/Alcoholic Beverage Business License  
Application

0fd78460-dade-11ec-9b8e-e1a98ab076ff

General

Active

Awaiting Payment

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Application Review Status

Final-Review

Approved

05/23/2022

05/24/2022

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Fees

New Beer/Alcoholic Beverage Application Fee	\$300.00
<b>Subtotal</b>	<b>\$300.00</b>
<b>Amount Paid</b>	<b>\$0.00</b>

## Payments

There are no payments

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Application Form Data

(Empty fields are not included)

Applicant First Name

Jace

Applicant Last Name

Terry

Phone Number

Email Address

jace@waffluf.com

Date of Birth

Age

Are you a US Citizen?

Yes

Social Security #



Reveal

Home Address (Street)

City

State

Attachment: 06.14.22 - Alcohol Business License - Lovebirds Hot Chicken 6.14.22 (Lovebirds Hot Chicken - Alcoholic beverage license)

UT

Zip

Name of Business to be Licensed

Lovebirds Hot Chicken LLC

DBA

Lovebirds Hot Chicken

Business Address

66 NW State St

City

American Fork

State

UT

Zip

84003

Business Phone

Type of American Fork City License

Alcoholic Beverage License

Type of DABC License Applying for

Full service restaurant

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## 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.

Jace Terry - 05/23/2022 3:19 pm



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on approval of an Economic Development and Services Agreement with the American Fork Chamber of Commerce for the term fiscal year 2023.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND:**

The City of American Fork has contracted with the American Fork Chamber of Commerce for Economic Development Services for several years. The FY 2023 agreement again includes standard support services such as fielding inquiries from potential businesses, aiding the city in attracting and growing the business community, producing, and providing marketing materials, aiding with establishing economic development goals, strategies and objectives, managing and maintenance of an economic development website, a quarterly Business Council forum, and management of various other community events.

Additionally, the proposed contract includes working with the Economic Development Committee to prepare marketing information for downtown. Create, Coordinate and/or Promote at least 2 additional events to encourage people to come to downtown American Fork.

Item K: Creating the American Fork Downtown Business Alliance has been removed.

**BUDGET IMPACT:**

FY 2023 - \$22,000. Terms per the proposed Economic Development and Services Agreement.

**SUGGESTED MOTION:** I move to approve the Economic Development and Services Agreement with The American Fork Chamber of Commerce for the term fiscal year 2023.

**SUPPORTING DOCUMENTS**

06.14.22 - Economic Development and Services Agreement updated for 2022.2023  
(DOCX)

## Economic Development and Services Agreement 2022/2023

American Fork Chamber of Commerce

THIS AGREEMENT is made and entered into to be effective the 1<sup>st</sup> day of **July, 2022** ("Effective Date") by and between American Fork City (the "City") and the American Fork Chamber of Commerce (the "Chamber").

### RECITALS

- A. The City acknowledges that the Chamber plays an important role in enhancing the image and prosperity of the community through its many activities; and
- B. The City recognizes the Chamber represents the business community, particularly the small business community of American Fork; and
- C. Both the City and the Chamber mutually agree the Chamber has the unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of American Fork; and
- D. The Chamber agrees to provide services and activities which are not within the normal and customary activities performed by the Chamber as detailed below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Fees: For the period beginning **July 1, 2022 to June 30, 2023**, the City agrees to pay the Chamber of Commerce \$22,000 per annum for economic development and other services and activities the Chamber agrees to perform in this service agreement.
2. Chamber Activities: The Chamber shall provide the City with general support services and perform activities designed to assist the City in maintaining a positive business image. The specific services and activities which the Chamber shall perform are subject to prior approval by the City Administrator or Mayor, and shall include the following:
  - a. The Chamber shall serve as a point of contact for businesses and inquiries in terms of economic development.
    - i. The Chamber will refer any inquiries it receives from businesses interested in locating or expanding in American Fork to an appointed city liaison.
  - b. The chamber will maintain **and update** the economic development website that will help promote business growth and retention in American Fork. Website url: [www.workamericanfork.com](http://www.workamericanfork.com)
  - c. The Chamber will make available to the City, Chamber-produced marketing materials to assist in attracting and retaining companies to American Fork. All marketing materials will be approved by the City. Materials and information will be created and distributed as needed in appropriate mediums. Distribution methods can include but are not limited to social media, website, magazines, and other print materials.
  - d. The Chamber shall create relationships and represent the city with national, state, local, and interlocal agencies that are involved with economic development (GOEO, EDCUtah, ~~Advisors Consulting Services~~, BRC at UVU, other chambers both in and out of state)

- e. The Chamber shall work and meet with the City on a regular basis to create an economic development strategy and action plan for the community that includes establishing goals, strategies, objectives, and actions.
  - i. Participate with the City in a comprehensive, city-wide business retention and expansion program. The Chamber's participation will include personal visitations to companies with or without representatives from the City. The Chamber will use its expertise and feedback from businesses to help streamline and improve (where necessary) the business licensing process.
  - ii. Identify and develop incentives and resources for the business community
- f. The Chamber will provide a forum for the Mayor's State of the City address annually to the Chamber's membership and invited guests.
- g. The Chamber will work with the Mayor and City Administrator to create and maintain a Business Council that will meet ~~quarterly~~ **as needed** to discuss issues and work collaboratively to resolve those issues.
- h. The Chamber will work closely with the City to foster and support legislation mutually beneficial to the business community and the City.
- i. The Chamber will continue to manage community events (Halloween on Main, Holiday Magic on Main) that encourage retention and help connect the business community with the city and residents.
- j.** Work with Economic Development Committee to prepare marketing information for downtown.
- ~~k. Create an American Fork Downtown Business Alliance. Some potential activities/resources for the Downtown Business Alliance may include:~~
  - ~~\_\_\_\_\_ Networking events~~
  - ~~\_\_\_\_\_ E-newsletter specific to downtown~~
  - ~~\_\_\_\_\_ Surveys~~
  - ~~\_\_\_\_\_ Developing success strategies~~
- l. Create, Coordinate, **and/or** Promote at least 2 additional events to encourage people to come to downtown American Fork.

Either party may, at any time, suggest other services and activities to be performed by the Chamber under this Agreement. City and Chamber agree to deal in good faith when negotiating which specific additional activities and services the Chamber shall perform.

- m. Relationships of Parties: The Chamber shall be an independent contractor under this Agreement. This agreement does not create, and should not be construed to create, a relationship of agent, servant, employee, partnership, joint venture, or other such association. The Chamber recognizes it does not have actual or apparent authority to act on behalf of, or speak on behalf of, or in the name of the City, and shall ensure in its communications with third parties that it does not represent itself or hold itself out as an agent of City.
- n. Indemnification. The parties agree to indemnify and hold harmless each other against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or



resulting from their own negligent acts or omissions. Notwithstanding the above, nothing in this Agreement shall be construed to be a waiver of any rights under the doctrine of sovereign immunity, or a waiver of a party's immunity under the Governmental Immunity Act of Utah, §63G-7-101 et. seq.

- o. Conflict of Policy. In the event the Chamber's policies conflict with the policies of the City, or its ordinances, the policies and ordinances of the City shall govern.
- p. Confidential Information. In the performance of this Agreement, Chamber may receive information that is confidential under local, state, or federal law. Chamber agrees to protect the City's confidential information as required by law and shall not disclose it to third parties.
- q. Insurance. Each entity (the Chamber, the City) shall be responsible for obtaining and maintaining an insurance policy.
- r. Term: The term of this Agreement shall be effective for one year, beginning **July 1, 2022 and ending June 30, 2023** and may be renewed upon agreement of the parties.
- s. Termination: Either party may terminate this Agreement with or without cause, upon sixty (60) days written notice to the other party.
- t. Cost: The City agrees to pay the Chamber Twenty-two Thousand dollars (\$22,000) annually, pursuant to the terms of this Agreement. Payments of \$11,000 will be made by the City during the 1st quarter of the City's fiscal year and the 3<sup>rd</sup> quarter of the City's fiscal year and each subsequent year of the Agreement.
- u. Reporting: No later than May 31<sup>st</sup> of each year, the Chamber agrees to provide City with an annual report detailing services provided pursuant to this Agreement.
- v. Notification: Communications and notifications regarding this Agreement and performance of its terms by the parties shall be made as follows:  
 To the City: City Administrator  
 American Fork City  
 51 E. Main Street  
 American Fork, UT 84003  
 Chamber: Co-Presidents, Chair of the Board  
 American Fork Chamber of Commerce  
 31 N. Church Street  
 American Fork, UT 84003
- w. Assignment: This Agreement and any amounts receivable hereunder shall not be assignable except with the written consent of the parties.

- x. Non-Discrimination: Chamber must not discriminate as outlined by State and Federal laws. Chamber will require any Sub-contractor to be bound to the same requirements as stated within this section. Chamber, and on behalf of any subcontractors, warrants compliance with this section.
  - a. Upon request of the City, Chamber shall provide copies of papers and records demonstrating continued compliance with the Agreement above.
  - b. Chamber agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Chamber also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

American Fork Chamber of Commerce

American Fork City

By: \_\_\_\_\_  
       Kyle Larsen  
       202 Chairman of the Board

By: \_\_\_\_\_  
                   Mayor Brad Frost

By: \_\_\_\_\_  
       Josh Walker  
       Co-President

By: \_\_\_\_\_  
                   David Bunker  
                   City Administrator

By: \_\_\_\_\_  
       Kristina Wesemann  
       Co-President

ATTEST:

By: \_\_\_\_\_  
       City Recorder



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution adopting Outdoor Water Management measures.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

This resolution is similar to what has been approved in the past. There are two main differences between what was previously approved. The language was updated under the large water users to allow for some flexibility in their watering schedule. The other difference involves the enforcement of the outdoor water management. This resolution provides for two written warnings with a reminder of the restrictions on the first two offenses. On the third offense, violators will be ticketed and subject to a \$100 fine. The fourth offense, violators shall be subject to a \$500 fine and the pressurized irrigation services shall be locked until the fine is paid.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

I move to approve the resolution adopting Outdoor Water Management measures.

**SUPPORTING DOCUMENTS**

06.14.22 - Outdoor Water Management (DOCX)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING  
OUTDOOR WATER MANAGEMENT MEASURES.**

**WHEREAS**, American Fork City's pressurized irrigation system and the water supplies are valuable resources for residents and water users;

**WHEREAS**, the primary source of water for pressurized irrigation is the American Fork River with additional water coming from other surface sources and underground wells;

**WHEREAS**, watering management that limits the time of day and the frequency of watering assist in the efficient use of water; and

**BE IT NOW, THEREFORE RESOLVED**, by American Fork City as follows:

**SECTION 1. WATERING RESTRICTIONS**

**Residential and small commercial users with automatic sprinkler systems:**

- Water between the hours of 1:00 am and 11:00 pm on the assigned day.
- ODD Number addresses shall water on Monday, Wednesday, and Friday.
- EVEN Number addresses shall water on Sunday, Tuesday, and Thursday.
- All residents may spot water and perform system for maintenance on Saturday.
- Water must be conserved and not wasted.

**Large Water Users (parks, cemetery, schools, churches and large commercial development)**

In order to balance our water system and avoid low water pressure and/or depletion of our water tanks, large water users are asked to avoid watering during the peak water times for residential users. Where possible, large water users should try to follow the below watering restrictions.

- Water between the hours of 9:00 am and 7:00 pm.
- No area shall be watered twice on two consecutive days.
- Saturday watering is allowed.
- Water must be conserved and not wasted.

Large water users may depart from the above restrictions as needed to maintain their level of service to the community.

**American Fork Flood Irrigation Users:**

- Follow the schedule published by the American Fork Irrigation Company.

## **SECTION 2. ENFORCEMENT**

1. First offense, violators shall be given a written warning and reminded of the restrictions.
2. Second offense, violators shall be given a second written warning and reminded of the restrictions.
3. Third offense, violators shall be ticketed and subject to a \$100 fine.
4. Fourth or more offense, violators shall be subject to a \$500 fine and the pressurized irrigation services shall be locked out from service until fine is paid.

Offenses reset each irrigation season.

## **SECTION 3. SPECIAL EXCEPTIONS**

There may be cases where daily and more frequent watering is temporarily required for a property. In these cases, the property owner may apply for a waiver to the requirements within this resolution. The City Administrator, or designee, will review the application and issue water restrictions for the more frequent use of water or deny the request.

## **SECTION 4. SEVERABILITY**

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

## **SECTION 5. EFFECTIVE DATE**

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

**PASSED AND ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_ DAY OF MAY, 2022.**

ATTEST:

\_\_\_\_\_  
Bradley J. Frost, Mayor

\_\_\_\_\_  
Terilyn Lurker, Recorder



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on approval of the final plat for Autumn Crest Plat F subdivision, located in the area of 950 East Circle and 1060 North, in the R1-9,000 Residential zone.

**SUMMARY RECOMMENDATION**

Staff would recommend approval of the subdivision. The planning commission recommended approval at the May 18, 2022, meeting.

**BACKGROUND**

This development is located in the area of 950 East Circle and 1060 North. It consists of 11 single-family residential lots with an average size of just over 12,000 square feet. The overall development consists of 3.91 acres. The main access will be from 1100 North.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to approve the Autumn Crest Plat F subdivision, located in the area of 950 East Circle and 1060 North, in the R1-9000 Residential zone, and authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording the plat subject to all conditions identified in the public record associated with the May 18, 2022, planning commission meeting.

**SUPPORTING DOCUMENTS**

06.14.22 - Autumn Crest Plat F - map (PDF)  
06.14.22 - Autumn Crest Plat F - staff report (PDF)  
06.14.22 - Autumn Crest Plat F - PC Minutes (PDF)

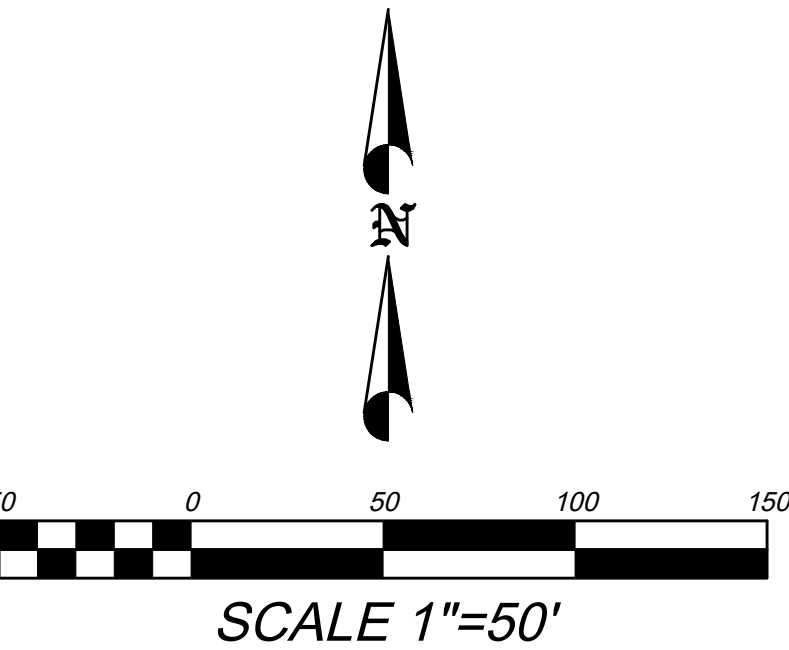


AUTUMN CREST PHASE 1 PLAT "F"  
A RESIDENTIAL SUBDIVISION  
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN  
AMERICAN FORK CITY, UTAH COUNTY, STATE OF UTAH

NOTES:

- OFF-SET PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL, AND CHARGED WITH CULINARY WATER.
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON OR SUPPORTIVE GEOTECHNICAL INFORMATION INDICATING OTHERWISE.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	988.00	53.79	03°07'10"	53.79	N 01°33'45" W
C2	285.00	361.28	72°37'53"	337.57	N 39°30'30" E
C3	285.00	253.46	50°57'15"	245.19	N 28°40'11" E
C4	285.00	107.82	21°40'38"	107.18	N 64°59'08" E
C5	254.00	98.36	22°11'13"	97.74	N 17°18'02" E
C6	254.00	113.74	25°39'21"	112.79	N 41°13'19" E
C7	254.00	115.34	26°01'05"	114.35	N 67°03'32" E
C8	254.00	327.40	73°51'14"	305.20	N 43°08'03" E
C9	316.00	59.00	10°43'10"	59.03	S 67°11'37" W
C10	15.00	20.93	79°57'56"	19.28	N 78°11'01" W
C11	15.00	12.57	48°00'28"	12.20	N 14°11'48" W
C12	63.00	9.99	09°05'00"	9.98	N 05°15'56" E
C13	63.00	80.27	73°00'04"	74.95	N 35°46'36" W
C14	63.00	59.04	53°41'31"	56.90	S 80°52'36" W
C15	63.00	58.44	53°09'10"	56.37	S 27°27'16" W
C16	63.00	70.14	63°47'31"	66.58	S 31°01'05" E
C17	63.00	38.04	34°35'32"	37.46	S 80°12'37" E
C18	63.00	315.92	287°18'49"	74.67	S 46°09'02" W
C19	15.00	15.53	59°18'20"	14.84	S 67°51'13" E
C20	15.00	22.00	84°02'51"	20.08	S 03°49'23" W
C21	316.00	83.00	15°02'59"	82.76	S 38°19'19" W
C22	316.00	82.67	14°59'22"	82.43	S 23°18'46" W
C23	316.00	82.67	14°59'22"	82.43	S 08°18'46" W
C24	316.00	248.34	45°01'43"	242.00	S 23°19'57" W



W 1/4 COR. SEC. 7  
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**AMERICAN FORK CITY  
PLANNING COMMISSION**
**MEETING DATE:** 18<sup>th</sup> May, 2022  
**STAFF:** Patrick O'Brien

**AGENDA TOPIC:** Review and action on a final plat for Autumn Crest Plat F, located in the area of 950 East Circle 1060 North, in the R1-9000 Residential Zone.

BACKGROUND INFORMATION		
Location:		950 East Circle 1060 North
Applicants:		Patterson Homes
Existing Land Use:		Residential Low Density
Proposed Land Use:		
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Residential Low Density
	West	Institutional Schools, Lands, and Public Facilities
Existing Zoning:		R1-9000
Proposed Zoning:		
Surrounding Zoning:	North	R1-9000
	South	R1-9000
	East	R1-9000
	West	S-1 Special Institutional

**BACKGROUND:**

The applicant is applying for the final plat approval for Autumn Crest Plat F in the R1-9000 zone. The proposal consists of 11 lots intended for single-family residential development. The entire development parcel consists of 3.91 acres. The average lot size is 12,274 S.F. The main access to the development will be from 1100 North.

Sec 17.7.210 Staff Submits Final Plan/Plat And Supporting Materials To Planning Commission

Upon completion of the technical review conference and subject to a finding that the project materials are in a form suitable for action by the planning commission, the final plans/plats and supporting materials shall be placed on the agenda of the planning commission.

Attachment: 06.14.22 - Autumn Crest Plat F - staff report (Autumn Crest Plat F subdivision)



### Section 17.7.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat and supporting materials conform with the terms of the preliminary plan approval.
- b. The final plat complies with all City requirements and standards relating to large scale developments.
- c. The detailed engineering plans and materials comply with the City standards and policies.
- d. The estimates of cost of constructing the required improvements are realistic.
- e. The water rights conveyance documents have been provided.

### **STAFF RECOMMENDATION:**

The Final Plat application meets the requirements of Section 17.7.210 and staff recommends approval.

### **POTENTIAL MOTIONS – Final Plat**

#### **APPROVAL**

Mr. Chairman, I move that we recommend approval for the final plat for Autumn Crest Plat F, located in the area of 950 East Circle 1060 North, in the R1-9000 Residential zone, subject to any conditions found in the Engineering Staff Report, or recommended by the Fire Marshal.

#### **DENIAL**

Mr. Chairman, I move that we deny the final plat Autumn Crest Plat F, located in the area of 950 East Circle 1060 North, in the R1-9000 Residential zone

#### **TABLE**

Mr. Chairman, I move that we table action on the final plat for Autumn Crest Plat F, located in the area of 950 East Circle 1060 North, in the R1-9000 Residential zone, and instruct the developer/staff to \_\_\_\_\_.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/18/2022

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: Autumn Crest Plat F

Project Address: 950 East Circle 1060 North

Developer / Applicant's Name: Patterson Construction Inc.

Type of Application:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan              | <input type="checkbox"/> Annexation         |
| <input type="checkbox"/> Code Text Amendment               | <input type="checkbox"/> General Plan Amendment                    | <input type="checkbox"/> Zone Map Amendment |
| <input type="checkbox"/> Commercial Site Plan              | <input type="checkbox"/> Residential Accessory Structure Site Plan |   |

## Project Map:



**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development with the following conditions and standard conditions of approval:

Attachment: 06.14.22 - Autumn Crest Plat F - staff report (Autumn Crest Plat F subdivision)

## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

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

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

# UNNAPPROVED MINUTES

## **5. Review and action on a final plat for Autumn Crest Plat F, located in the area of 950 East Circle 1060 North, in the RI-9000 zone.**

Patrick O'Brien: The applicant is applying for final plat for Autumn Crest plat F in the R1-9000 zone. It will be for 11 lots for single family residential purposes, it is just under 4 acres. Our average lot size the applicant provided in their details will be 12,200 sq foot per lot will be accessed from 1100 North. There were no planning issues that came up in the staff review of this and we recommend the motion of approval.

Ben Hunter: All of the public infrastructure shown on the plans comply with code and specifications. We recommend approval.

David Bird: Do you have a plat map for that?

**David Bird motioned to recommend approval of the Review and action on a final plat for Autumn Crest Plat F, located in the area of 950 East Circle 1060 North, in the RI-9000 zone. Bruce seconded the motion.**

**Voting was as follows:**

<b>Chairman Woffinden</b>	<b>Aye</b>
<b>Chris Christiansen</b>	<b>Aye</b>
<b>Bruce Frandsen</b>	<b>Aye</b>
<b>Rodney Martin</b>	<b>Aye</b>
<b>David Bird</b>	<b>Aye</b>

**The motion passed**

## **6. Other Business**

John Woffinden: There will be no meeting on Wednesday the First. The next one will be the 8<sup>th</sup> of June.

Patrick O'Brien: Generally, we send out the email the night after planning commission. Where we have a gap, we have the ability to wait and still meet our noticing requirements. We have potholer applicants that are really close to the end of the process, and we can try and get them on to the next agenda.

John Woffinden: This happens a few times a year when the first day of the month falls on a Wednesday. But if we hold it that first Wednesday it messes up city councils schedule too. We usually fall back one week so it doesn't mess up their schedule.

## **7. Review and action on the minutes of the May 4, 2022, Planning Commission Regular Session.**

**Chris Christiansen motioned to recommend approval of the Review and action on the minutes of the May 4, 2022, Planning Commission Regular Session. David Bird seconded the motion.**



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution adopting fireworks restrictions for American Fork City.

**SUMMARY RECOMMENDATION**

Staff would recommend approval of the resolution.

**BACKGROUND**

In previous years, the City has approved resolutions adopting fireworks restrictions. The Fire Chief is proposing that the city adopt fireworks restrictions once again. The Fire Department wants the residents of American Fork to have a fun *and* safe holiday. The resolution lists parks where fireworks will be allowed to be discharged. The resolution includes statements that the city will follow state law with regards to the dates and times fireworks can be discharged as well as what fireworks can be discharged.

This resolution also gives the Fire Chief, Fire Marshall, or designee the right to restrict fireworks in any high-risk geographical areas within the city limits that has a potential safety concern.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

I move to approve the resolution adopting annual fireworks restrictions in American Fork City.

**SUPPORTING DOCUMENTS**

06.14.22 - Fireworks Restriction resolution (DOCX)

06.14.22 - Fireworks map (PDF)

**RESOLUTION NO. 2022-\_\_-\_\_****A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING FIREWORKS RESTRICTIONS.**

WHEREAS, American Fork City wishes to protect vulnerable areas from the risk of fire; and

WHEREAS, American Fork City wishes to support the Fire Department's efforts to limit the risk of fire;

NOW THEREFORE BE IT RESOLVED BY THE AMERICAN FORK CITY COUNCIL as follows:

**Section 1.**

A. Discharge of fireworks shall be consistent with the map attached hereto as Exhibit A and further described herein:

- i. Ground fireworks will be allowed in all parks and public right-of-way.
- ii. Aerial Fireworks less than 150' will be allowed to be discharged at the following parks:
 

Park	Approximate address
Evergreen Park	200 North 700 East
Val Vista Park	1300 North 1100 East
Art Dye Park	550 East 1000 North
Hindley Park	400 North 560 West
Greenwood Park	200 East 500 South
Legacy Park	70 West 1340 North
- iii. Any fireworks that discharge vertically 150' or more or requires special permitting (more than 1.4G classification) or handling shall follow the city prescribed application and permitting process for Special Events.

B. Only fireworks legally sold in the State of Utah are permitted to be discharged within the City and only during the dates and times allowed by State law.

C. Fireworks are prohibited within twenty-five (25) feet from any building, 200 feet from any open field, unimproved lot with dry vegetation, or any vacant building with dry vegetation on the lot, or within 200 feet of any other agricultural product(s).

- D. The Fire Chief, Fire Marshal or designee reserve the right to restrict fireworks or recreational burns in any high-risk geographical area inside the city of American Fork that may be at risk or has a potential safety concern.

**Section 2.**

This resolution shall take effect immediately upon its approval and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 14th DAY OF JUNE 2022.

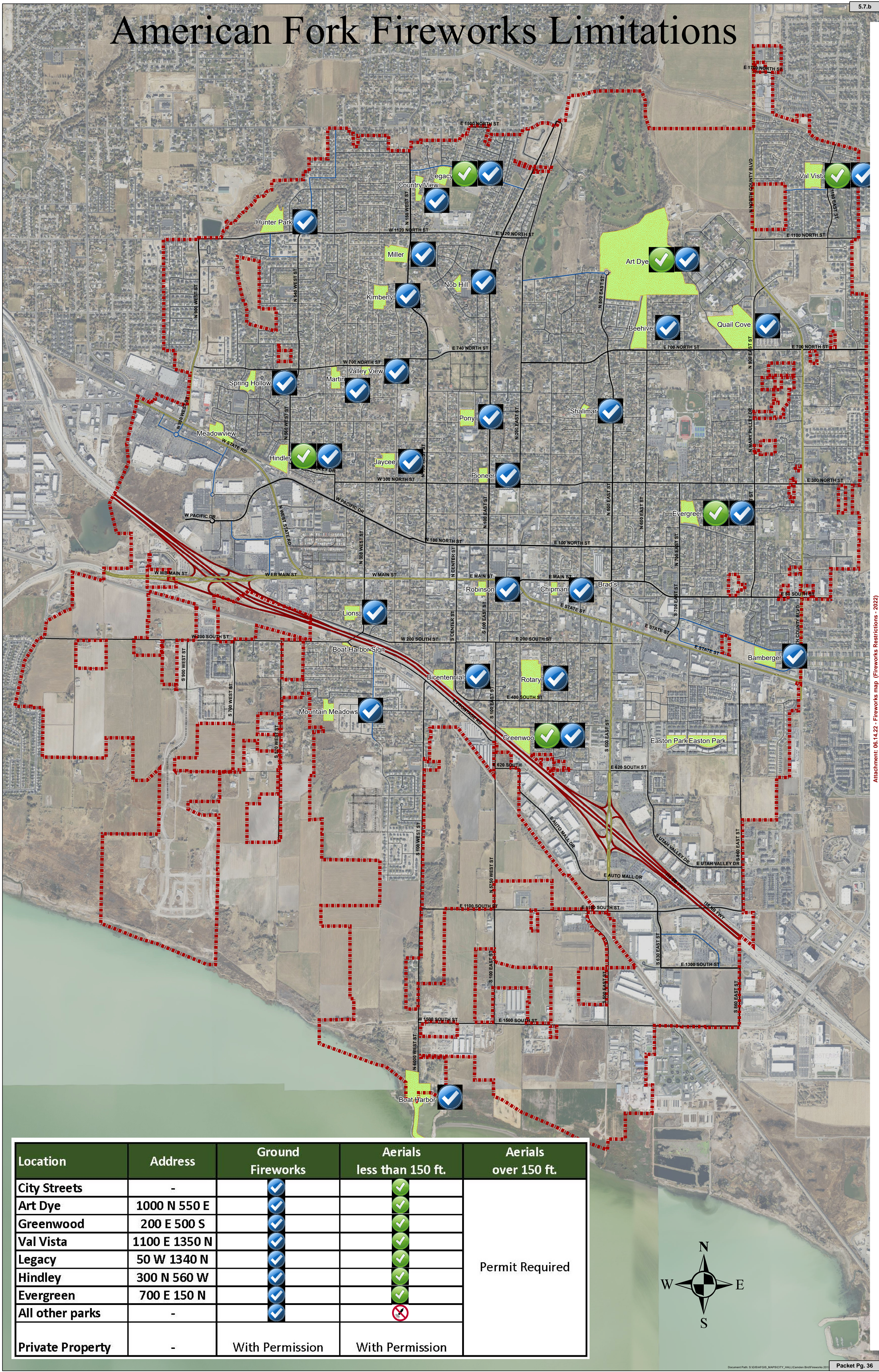
ATTEST:

\_\_\_\_\_  
Bradley J. Frost, Mayor

\_\_\_\_\_  
Terilyn Lurker, City Recorder



# American Fork Fireworks Limitations



Location	Address	Ground Fireworks	Aerials less than 150 ft.	Aerials over 150 ft.
City Streets	-			Permit Required
Art Dye	1000 N 550 E			
Greenwood	200 E 500 S			
Val Vista	1100 E 1350 N			
Legacy	50 W 1340 N			
Hindley	300 N 560 W			
Evergreen	700 E 150 N			
All other parks	-			
Private Property	-	With Permission	With Permission	







**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution approving an interlocal agreement with Utah County for CDBG participation.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

In 2016, the city entered into an interlocal agreement with Utah County for participation in the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. This agreement was for fiscal years 2017, 2018, and 2019 with automatic renewals of three-year terms unless one entity opts out. In 2019, amendments were made to the agreement. This year, HUD is once again requiring additional language be added and will require an amendment to the agreement.

Upon signing the amendment, the city will remain in the CDBG program for fiscal years 2023, 2024, and 2025.

Included with the packet is a summary of the changes to the agreement.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to approve the resolution entering into an interlocal cooperative agreement with Utah County for CDBG participation and authorize the city to sign the agreement.

**SUPPORTING DOCUMENTS**

06.14.22 - CDBG Resolution (DOCX)

06.14.22 - American Fork Amendment v2 5.31.22 (PDF)

06.14.22 - American Fork Signed 2016 Interlocal Agreement (PDF)

06.14.22 - American Fork Amendment 2019 (PDF)

06.14.22 - CDBG Urban Requalification Amendment Summary v2 5.31.22 (PDF)

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF AMERICAN FORK CITY TO PARTICIPATE IN THE UTAH  
COUNTY CDBG PROGRAM**

*WHEREAS*, American Fork City is not a CDBG Entitlement city; and

*WHEREAS*, American Fork City has previously entered into an interlocal agreement to participate in the Utah County CDBG program.

*NOW, THEREFORE, BE IT RESOLVED*, by the city council of American Fork City that the attached Agreement with the County is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 14<sup>TH</sup> day of JUNE 2022.

By \_\_\_\_\_  
Bradley J. Frost, Mayor

ATTEST:

\_\_\_\_\_  
Terilyn Lurker, City Recorder

**^VOTING:**

Councilman Kevin Barnes	Yea__ Nay__
Councilman Staci Carroll	Yea __ Nay__
Councilman Ryan Hunter	Yea __ Nay__
Councilman Rob Shelton	Yea __Nay__
Councilman Clark Taylor	Yea__Nay__

Attachment: 06.14.22 - CDBG Resolution (CDBG Participation - Interlocal with Utah County)

**AGREEMENT NO. 2022 - \_\_\_\_\_****AMENDMENT TO INTERLOCAL AGREEMENT 2016-616  
BETWEEN UTAH COUNTY AND AMERICAN FORK CITY**

**THIS AMENDMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **AMERICAN FORK CITY**, a municipal corporation, hereinafter referred to as **CITY**.

**WHEREAS**, the above parties previously entered into Agreement No. 2016-616 relating to the Community Development Block Grant Program; and

**WHEREAS**, the above parties previously entered into Agreement No. 2019-566 amending Agreement No. 2016-616 to update the Department of Housing and Urban Development (“HUD”) requirements; and

**WHEREAS**, the COUNTY and CITY desire to further amend Agreement No. 2016-616 to continue CDBG efforts and maintain compliance with HUD requirements.

**NOW THEREFORE**, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2016-616 to read as follows:

Section 1, second to last sentence:

1. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree

the City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period.

Section 2, first sentence:

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year period covered by this agreement.

Section 3:

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds that HUD will hold the County, as the grantee under the CDBG programs, legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that (1) the City may not apply for grants under the Small City or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

Section 5, first sentence:

5. Prior to disbursing any CDBG programs to any subrecipients, the County shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

Section 7:

7. City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.

The remaining paragraphs of Agreement No. 2016-616 and 2019-566 which have not been amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Amendment to be duly executed

on the date listed above.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
Thomas V. Sakievich, Chair

ATTEST:  
JOSH DANIELS  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy Clerk/Auditor

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAWS:  
DAVID O. LEAVITT  
Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

AMERICAN FORK CITY

AMERICAN FORK CITY

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Recorder

REVIEWED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
City Attorney

AGREEMENT NO. 2016- ~~016~~

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and AMERICAN FORK CITY

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2017 THROUGH 2019

and successive 3 year periods thereafter



AGREEMENT NO. 2016- 616

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah and AMERICAN FORK CITY a municipal corporation.

**RECITALS**

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing,

shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD’s grant computation purposes, and no city

or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2017 - 2019 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the “agreement”), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City’s respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2017-2019) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD’s urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to

participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be

approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the

projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of

the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:



(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable

to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 30<sup>th</sup> day of August, 2016.

SIGNATURE PAGE FOR UTAH COUNTY  
TO  
INTERLOCAL COOPERATION AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2017 – 2019 AND  
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

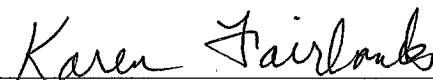
BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

  
LARRY ELLERTSON, Chairman

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH                )

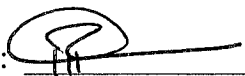
On this 1<sup>st</sup> day of September, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of Utah County, by authority of law.



  
NOTARY PUBLIC  
Residing in Utah County

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By:   
Deputy Clerk/Auditor

  
COUNTY ATTORNEY - Deputy

Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of \_\_\_\_\_ County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By: \_\_\_\_\_

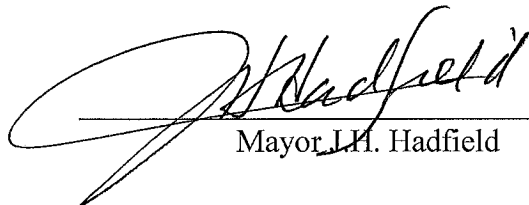
\_\_\_\_\_  
Deputy Clerk/Auditor

\_\_\_\_\_  
COUNTY ATTORNEY

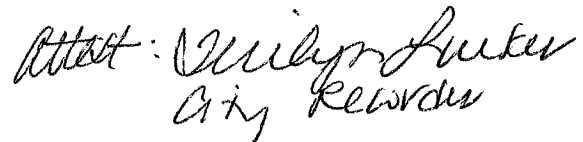
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the

County on the 24<sup>th</sup> day of August, 2016

By signing below, American Fork City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2017, 2018, and 2019.

  
\_\_\_\_\_  
Mayor L.H. Hadfield



Attest:   
City Recorder

AGREEMENT NO. 2019 - 566

**AMENDMENT TO AGREEMENT 2016-616  
BETWEEN UTAH COUNTY AND AMERICAN FORK CITY**

**THIS AMENDMENT**, made and entered into this 6<sup>th</sup> day of August 2019, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **AMERICAN FORK CITY**, a municipal corporation, hereinafter referred to as **CITY**.

**WHEREAS**, the above parties previously entered into Agreement No. 2016-616 relating to the Community Development Block Grant Program;

**WHEREAS**, the COUNTY and CITY desire to further amend Agreement No. 2016-616,

**NOW THEREFORE**, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2016-616 as follows:

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 91 and Part 570 (the "Regulations"), which regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

Attachment: 06.14.22 - American Fork Amendment 2019 (CDBG Participation - Interlocal with Utah County)

The remaining paragraphs of Agreement No. 2016-616 which have not been amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Amendment to be duly executed on the date listed above.

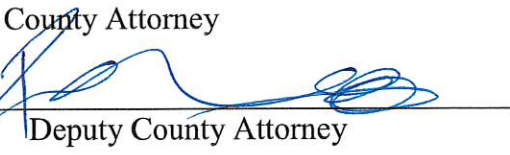
BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

  
William C. Lee, Chairman Date 8/6/2019

ATTEST:  
AMELIA POWERS  
Utah County Clerk/Auditor

By:   
Deputy Clerk/Auditor

REVIEWD AS TO FORM AND COMPLIANCE  
WITH THE LAWS OF THE STATE OF UTAH:  
DAVID O. LEAVITT  
Utah County Attorney

By:   
Deputy County Attorney

AMERICAN FORK CITY

By: 



## CDBG Urban Requalification Amendment Summary (Updated 5.31.22)

Section 1, second to last sentence:

1. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree **the City** may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period.

Section 2, first sentence:

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year **period** covered by this agreement.

Section 3:

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds that **HUD will hold the County, as the grantee under the CDBG programs,** legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that (1) the City may not apply for grants under the Small City or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

Section 5, first sentence:

5. Prior to disbursing any CDBG programs to any subrecipients, the **County** shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

Section 7:

7. City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County

by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on an ordinance amending Section 15.01.050 and repealing Section 17.13.202 of the city code relating to enforcement procedures.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

This ordinance amends the city code relating to enforcement procedures to permit city departments with the assistance of law enforcement and code enforcements as necessary.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to adopt the ordinance amending Section 15.01.050 and repealing Section 17.13.202 of the city code relating to enforcement procedures.

**SUPPORTING DOCUMENTS**

06.14.22 - Enforcement Ordinance (DOC)

**ORDINANCE NO. 2022 - \_\_\_\_ - \_\_\_\_**

AN ORDINANCE AMENDING SECTION 15.01.050 AND REPEALING SECTION 17.13.202 OF THE AMERICAN FORK CITY MUNICIPAL CODE RELATING TO ENFORCEMENT PROCEDURES AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, American Fork City seeks to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork City;

WHEREAS, Sections 15.01.050 and 17.13.202 of the American Fork Municipal Code currently require council notification and instruction prior to enforcement of Chapters 15 and 17;

WHEREAS, the American Fork City Council finds it in the best interest to permit City departments with the assistance of law enforcement and code enforcement, as said departments deem necessary, to enforce the American Fork Municipal Code, specifically Chapters 15 and 17;

WHEREAS, the American Fork City Council finds that the adoption of this ordinance would promote the health, safety and welfare of the City and its residents.

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

**PART I  
TEXT OF ORDINANCE**

SECTION 1. Chapter 15.01.050 of the Municipal Code of American Fork City, relating to Violations, shall read as follows:

15.01.050 Violation

A. It shall be unlawful for any person to violate any of the provisions of this chapter. Any person, firm, or corporation or any agent thereof who shall fail to comply with any of the provisions of this code or who knowingly makes false statements, representations or certifications in any application or document filed or required to be maintained under this code shall be guilty of a violation of this code.

SECTION 2. Section 17.13.202 of the Municipal Code of American Fork City, relating to Procedure for Violations is hereby repealed.

**PART II  
CONFLICTING ORDINANCES, SEVERABILITY, AND ADOPTION**

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

**SECTION 2. Provisions Severable.** This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is

adjudged to be unconstitutional or invalid, it is hereby declared that the remainder of the ordinance shall not be affected thereby.  
This amended ordinance shall take effect immediately upon its passage and publication as prescribed by law.

Passed by the American Fork City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Bradley J. Frost  
American Fork City Mayor

ATTEST:

\_\_\_\_\_  
Terilyn Lurker  
City Recorder



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

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

**AGENDA ITEM**    Review and action on a resolution approving adjustments to the fiscal year ending June 30, 2022 budget.

**SUMMARY RECOMMENDATION**

Staff recommends approval.

**BACKGROUND**

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

Several proposed amendments are to account for unexpected expenditures and adjust for rising inflationary costs. Other amendments are to adjust for budget impacts of council actions approved throughout the fiscal year or at the requests of certain departments. All adjustments are fully funded.

**BUDGET IMPACT**

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

**SUGGESTED MOTION**

I move to approve the resolution adopting budget adjustments for the fiscal year ending June 30, 2022 budget.

**SUPPORTING DOCUMENTS**

06.14.22 - FY 2022 Budget Amendments Resolution      (DOCX)  
June 14 Budget Amendments (PDF)

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION REVISING THE AMERICAN FORK CITY 2021-2022 BUDGETS.**

WHEREAS, American Fork City is required by Utah State Law to maintain a balanced budget for fiscal year ending June 30, 2022; and

WHEREAS, said budget includes the General Fund, Municipal Building Authority, Fitness Center Fund, PARC Tax Fund, Celebration Fund, Park Impact Fee Fund, Culinary Water Fund, Pressurized Irrigation Fund, Sewer Fund, Storm Drain Fund, Fleet Fund, and Technology Fund;

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

NOW THEREFORE, be it resolved that the attached budget amendments are adopted for fiscal year 2021-2022.

PASSED AND SIGNED THIS 14th DAY OF JUNE 2022.

APPROVED:

\_\_\_\_\_  
Bradley J. Frost, Mayor

ATTEST:

\_\_\_\_\_  
Terilyn Lurker, City Recorder

Attachment: 06.14.22 - FY 2022 Budget Amendments Resolution (FY 2022 Budget Amendments)

AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

5.10.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
<b>GENERAL FUND</b>						
<b>Revenues</b>						
10-3100-300	Sales Tax	11,498,220	11,210,520	287,700	11,498,220	Higher than anticipated sales tax revenue
10-3400-450	Development Inspection	315,000	150,000	165,000	315,000	Additional development inspections offset by development review
10-3470-750	Recreation Fees	389,100	355,000	34,100	389,100	Increased demand for recreation programs
10-3300-200	Grants-Library	35,000	8,000	27,000	35,000	Secured additional grants for library
<b>TOTAL RECOMMENDED REVENUE ADJUSTMENTS - GENERAL FUND</b>				<b>\$ 513,800</b>		
<b>Expenditures</b>						
<b>Legal</b>						
10-4120-310	Attorney-Civil	212,789	140,000	73,000	213,000	Revised Legal Contract & Civil Litigation
					-	Includes covid expenditures and sick time
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - LEGAL</b>				<b>\$ 73,000</b>		
<b>Building Maintenance</b>						
10-4160-740	Administration Building	40,000	20,000	20,000	40,000	Admin Conference Room Improvements
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - BUILDING MAINTENANCE</b>				<b>\$ 20,000</b>		
<b>Police</b>						
10-4210-900	Internal Charges - Fleet Fund	157,531	119,331	38,200	157,531	Internal Service Charges for higher gas prices
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - POLICE</b>				<b>\$ 38,200</b>		
<b>Fire</b>						
10-4260-900	Internal Charges - Fleet Fund	145,409	98,409	47,000	145,409	Internal Service Charges for higher gas prices
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - FIRE</b>				<b>\$ 47,000</b>		
<b>Engineering</b>						
10-4400-322	Development Review	200,000	35,000	165,000	200,000	Development Review is outsourced & based on demand (offset by development revenue)
10-4400-900	Internal Charges - Fleet Fund	8,522	3,022	5,500	8,522	Internal Service Charges for higher gas prices
10-4400-905	Internal Charges - Technology Fund	70,604	60,854	9,750	70,604	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - ENGINEERING</b>				<b>\$ 180,250</b>		
<b>Streets</b>						
10-4410-905	Internal Charges - Technology Fund	18,309	8,559	9,750	18,309	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - STREETS</b>				<b>\$ 9,750</b>		
<b>Building Inspection</b>						
10-4430-905	Internal Charges - Technology Fund	34,320	24,570	9,750	34,320	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - BUILDING INSPECTION</b>				<b>\$ 9,750</b>		
<b>Recreation</b>						

Attachment: June 14 Budget Amendments (FY 2022 Budget Amendments)

AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

5.10.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
10-4560-610	Recreation Programs	175,000	140,900	34,100	175,000	Increased participation in recreation programs (offset by revenue)
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - RECREATION</b>				<b>\$ 34,100</b>		
<b>Library</b>						
10-4580-400	Grant Expenditures	35,000	8,000	27,000	35,000	Secured additional grants (offset by revenues)
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - LIBRARY</b>				<b>\$ 27,000</b>		
<b>Cemetery</b>						
10-4590-900	Internal Charges - Fleet Fund	15,073	10,073	5,000	15,073	Internal Service Charges for higher gas prices
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - CEMETERY</b>				<b>\$ 5,000</b>		
<b>Planning</b>						
10-4610-905	Internal Charges - Technology Fund	18,001	8,251	9,750	18,001	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - BUILDING INSPECTION</b>				<b>\$ 9,750</b>		

Attachment: June 14 Budget Amendments (FY 2022 Budget Amendments)

AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

5.10.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
<b>Transfers</b>						
10-3900-924	Transfer to Fitness Center	814,976	774,976	40,000	814,976	additional subsidy for utilities
10-3900-928	Transfer to Celebration Fund	20,000	-	20,000	20,000	Steel Days Contract
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - TRANSFERS</b>				<b>\$ 60,000</b>		
<b>TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - GENERAL FUND</b>				<b>\$ 513,800</b>		

<b>MUNICIPAL BUILDING AUTHORITY</b>						
<b>Revenues</b>						
23-3900-999	Use of Fund Balance	10	-	10	10	
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 10</b>		
<b>Expenditures</b>						
23-5410-210	Memberships	10	-	10	10	
<b>TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS</b>				<b>\$ 10</b>		

<b>FITNESS CENTER FUND</b>						
<b>Revenues</b>						
24-3700-910	Transfer from General Fund	814,976	774,976	40,000	814,976	additional subsidy for utilities
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 40,000</b>		
<b>Expenditures</b>						
24-5510-270	Utilities	210,000	170,000	40,000	210,000	Higher natural gas costs
<b>TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS</b>				<b>\$ 40,000</b>		

<b>PARC TAX FUND</b>						
<b>Expenditures</b>						
26-5610-412	Wasatch Music Alliance	50,000	-	50,000	50,000	per council approval May 10, 2022
26-5610-230	AF Parks	740,206	350,000	390,206	740,206	per council approval May 10, 2022
26-5610-411	Friends of AF Library	30,200	-	30,200	30,200	per council approval May 10, 2022
26-5610-420	AF Library	24,500	-	24,500	24,500	per council approval May 10, 2022
26-5610-450	Timpanogos Arts Foundation	284,800	-	284,800	284,800	per council approval May 10, 2022
26-5610-460	Harrington Center for the Arts	134,300	-	134,300	134,300	per council approval May 10, 2022
26-5610-600	Other Charges	-	927,206	(914,006)	13,200	distribution to specific organizations
<b>TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS</b>				<b>\$ -</b>		

<b>CELEBRATION FUND</b>						
<b>Revenues</b>						

Attachment: June 14 Budget Amendments (FY 2022 Budget Amendments)



AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
28-3900-250	Carnival Tickets	20,000	-	20,000	20,000	Carnival tickets passed through to Chamber
28-3900-720	Miss AF Pageant	6,000	-	6,000	6,000	Tickets sold by AF City
28-3900-910	Transfer from General Fund	20,000	-	20,000	20,000	Move back from legislation in general fund
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 46,000</b>		
<b>Expenditures</b>						
28-5610-150	Carnival	20,000	-	20,000	20,000	Carnival tickets passed through to Chamber
28-5610-600	Miss AF Pageant	6,000	-	6,000	6,000	Paid by AF City
28-5610-899	Chamber Steel Days Contract	20,000	-	20,000	20,000	Moved from Legislative dept
<b>TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS</b>				<b>\$ 46,000</b>		

AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

5.10.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
<b>PARK IMPACT FEE FUND</b>						
<b>Revenues</b>						
45-3900-999	Use of Fund Balance	9,232,000	3,000,000	6,232,000	9,232,000	Purchase of 30 Acres of open space
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 6,232,000</b>		
<b>Expenses</b>						
45-5610-698	Art Dye Expansion	9,232,000	3,000,000	6,232,000	9,232,000	Purchase of 30 Acres of open space
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 6,232,000</b>		

Attachment: June 14 Budget Amendments (FY 2022 Budget Amendments)

AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

5.10.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
<b>CULINARY WATERFUND</b>						
<b>Revenues</b>						
60-3710-999	Use of Fund Balance	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		
<b>Expenses</b>						
60-5110-905	Internal Charges - IT Fund	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		

<b>SECONDARY IRRIGATION FUND</b>						
<b>Revenues</b>						
62-3770-999	Use of Fund Balance	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		
<b>Expenses</b>						
62-5410-905	Internal Charges - IT Fund	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		

<b>SEWER FUND</b>						
<b>Revenues</b>						
64-3730-999	Use of Fund Balance	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		
<b>Expenses</b>						
64-5210-905	Internal Charges - IT Fund	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		

Attachment: June 14 Budget Amendments (FY 2022 Budget Amendments)

AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
<b>STORM DRAIN FUND</b>						
<b>Revenues</b>						
66-3750-999	Use of Fund Balance	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		
<b>Expenses</b>						
66-5310-905	Internal Charges - IT Fund	13,000	-	13,000	13,000	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 13,000</b>		

<b>FLEET FUND</b>						
<b>Revenues</b>						
75-3400-310	Charges from General Fund	434,940	339,240	95,700	434,940	Higher gas prices
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 95,700</b>		
<b>Expenses</b>						
75-4210-200	Gas, Oil, Maint -Police	170,000	131,800	38,200	170,000	Higher gas prices
75-4260-200	Gas, Oil, Maint -Fire	125,000	78,000	47,000	125,000	Higher gas prices
75-4590-200	Gas, Oil, Maint -Cemetery	15,000	10,000	5,000	15,000	Higher gas prices
75-4400-200	Gas, Oil, Maint -Engineering	8,000	2,500	5,500	8,000	Higher gas prices
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 95,700</b>		

<b>TECHNOLOGY FUND</b>						
<b>Revenues</b>						
78-3600-400	Grant Revenue	78,000	-	78,000	78,000	DOJ COPS technology grant
78-3400-360	Charges to Culinary Water	30,466	17,466	13,000	30,466	Ongoing support & maint for Cityworks
78-3400-362	Charges to Pressurized Irrigation	25,316	12,316	13,000	25,316	Ongoing support & maint for Cityworks
78-3400-364	Charges to Sewer	24,882	11,882	13,000	24,882	Ongoing support & maint for Cityworks
78-3400-366	Charges to Storm Drain	24,882	11,882	13,000	24,882	Ongoing support & maint for Cityworks
78-3400-310	Charges to General Fund	477,210	438,210	39,000	477,210	Ongoing support & maint for Cityworks
<b>TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS</b>				<b>\$ 169,000</b>		
<b>Expenses</b>						
78-4210-700	Software Purchase	48,000	-	48,000	48,000	Apex Officer Pro Training Simulator
78-4210-710	Hardware Purchase	30,000		30,000	30,000	Server upgrade
78-XXXX-315	Software Renewal	91,000	-	91,000	91,000	Ongoing support & maint for Cityworks (charged to various departments)
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 169,000</b>		

<b>RDA FUND - TOD AREA</b>						
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AMERICAN FORK CITY  
RECOMMENDED BUDGET AMENDMENTS FY2021  
JUNE 2021

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2022 YEAR- END ESTIMATE	2022 APPROVED BUDGET	PROPOSED AMENDMENT	2022 BUDGET AFTER AMENDMENT	EXPLANATION
<b>Expenses</b>						
84-5610-310	Professional Services	30,000	-	30,000	30,000	Implementation of TOD area plan/implementation
<b>TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS</b>				<b>\$ 30,000</b>		

Revenues	6,933,500
Expenditures	6,963,500
	(30,000)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

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

**AGENDA ITEM**    Review and action on a resolution approving the 2022-2023 General Fee Schedule

**SUMMARY RECOMMENDATION**

Staff would recommend approval of the proposed fee schedule.

**BACKGROUND**

On an annual basis staff reviews the fee schedule and proposes suggested changes to the fee schedule. Each department was asked to look closing at the existing fees and charges to ensure they are appropriate and fair. The fees are based on actual costs, anticipated expenditures, and appropriate schedules within the industry. Many of the adjustments are due to increased costs, inflationary pressures or further evaluation.

The proposed fee schedule was reviewed during the work session on June 7, 2022. All recommended changes are incorporated herein.

**BUDGET IMPACT**

See attached fee schedule.

**SUGGESTED MOTION**

I move to approve the resolution establishing the Fiscal Year 2022-2023 General Fee Schedule.

**SUPPORTING DOCUMENTS**

06.14.22 - 2023 FEE SCHEDULE Proposed (PDF)

06.14.22 - General Fee Schedule resolution (DOCX)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

TAXES		Proposed	Justification
Certified Adopted Property Tax Rate	Set by Resolution		
Telecommunications Tax	3.5%		
Franchise Tax	5.0%		
Energy Sales/Use Taxes	6.0%		
LICENSES, PERMITS, AND FEES			
Administration and Miscellaneous		Proposed	Justification
Advertising Costs	Actual Cost		
Chicken Permit	\$ 15.00		
Violation as assessed by Enforcement Officer	\$ 75.00		
Dog Licenses (North Utah Valley Animal Services Special Service District)	As per NUVASSD		
GRAMA Requests (Non-Police or Non-Fire related)			
As per UCA 63G-2-202, the cost of staff time after first 15 minutes for compiling, formatting, manipulating, packaging, summarizing, tailoring a record or other direct administrative costs as determined by the City Administrator.			
Note: The city will not copy onto personal thumb drives			
Copies			
8.5" x 11" - Black and White	\$ 0.25		
8.5" x 11" - Color	\$ 0.50		
11" x 17" - Black and White	\$ 0.50		
11" x 17" - Color	\$ 1.00		
Agendas, Blank Forms	No Charge		
History Books			
Early History of American Fork	\$ 8.00		
The Growing Years	\$ 39.95		
Recording Fees	Actual Costs		
Stop Payment on Checks Fee	\$ 25.00		
Insufficient Funds Fee	\$ 25.00		
Facility Rental (Old City Hall, Senior Center)	\$ 500.00		
Facility Rental Deposit (in addition to rental fee)	\$ 400.00		
Special Event & Film Permit	\$ -		
Processing Fee	\$ 50.00		
Refundable Deposit	\$ 500.00		
Late Fee	\$ 25.00		
Parks Service (per hour)	\$ 25.00		
Public Works Service (per hour)	\$ 25.00		
Street Sweeper (per hour)	\$ 125.00		
Police Services per officer (per hour, 2 officer minimum)	\$ 50.00		
Fire & EMS per firefighter (per hour, 2 firefighter minimum)	\$ 50.00		
Ambulance or brush truck (per event, per hour)	\$ 100.00	\$ 150.00	Increased cost for time, fuel and maintenance of vehicles
Fire Engine or Tower (per event, per hour)	\$ 200.00	\$ 300.00	Increased cost for time, fuel and maintenance of vehicles

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Senior Citizen Fees		Proposed	Justification
Membership - per year	\$ 5.00		
Business Licenses		Proposed	Justification
Annual Business License Processing Fee (commercial, home occupations with impacts)	\$ 40.00		
New Home Occupation Application Fee - No impacts, No certificate of license	\$ -		
New Home Occupation Application Fee - No impacts, certificate of license needed	\$ 10.00		
New Home Occupation Application Fee - with impact and certificate of license	\$ 40.00		
New Commercial Application Business License Fee	\$ 60.00		
New Commercial Business License Fire Inspection Fee (Initial Inspection)	\$ 100.00	\$ 125.00	
Penalty Fee (assessed if business is open prior to obtaining license)	\$ 100.00		
Late fee for late renewals	\$ 50.00		
Change of Location Fee (plus annual processing fee)	\$ 125.00		
Name Change Fee	\$ 10.00		
Alcohol/Beer License Fee	\$ 300.00		
Amusement Device Fee (per machine, maximum of \$200)	\$ 25.00		
Short-Term Rental Business License	\$ 80.00		
Initial Landlord Permit Fee	\$ 50.00		
Annual Landlord Permit Fee - Renewal	\$ 25.00		
Temporary Business License (Up to 10 consecutive days)	\$ 200.00		
Seasonal Business License (up to 4 months)	\$ 300.00		
Solicitor Fees (individual)	\$ 15.00		
Mobile Vendor (excluding food trucks)	\$ 325.00		
Fingerprinting for Mobile Vendor	\$ 25.00		
Food Truck Vendors Annual Processing Fee (If already licensed in another city with current fire inspection)	\$ 40.00		
Food Truck Vendors - per company (if a business license is needed) (Plus Processing Fee)	\$ 60.00		
Food Truck Vendors - per company (if a business license is needed) Fire Inspection Fee	\$ 100.00		
Cemetery		Proposed	Justification
Sale of Single Lot			
Lot purchase (not including perpetual care fee)	\$ 1,100.00		
Veteran's lots (not including perpetual care fee)	\$ 600.00		
Perpetual Care - per lot	\$ 200.00		
Opening and Closing costs			
Adult			
Week day	\$ 600.00		
Saturday	\$ 850.00		
Holiday	\$ 1,500.00		
Double Deep (lower) Week day	\$ 850.00		
Double Deep (lower) Saturday	\$ 1,450.00		
Double Deep (lower) Holiday	\$ 2,125.00		
Double Deep (Upper) Week day	\$ 600.00		
Double Deep (Upper) Saturday	\$ 850.00		
Double Deep (upper) Holiday	\$ 1,500.00		
Child (less than 4 ft)			
Week day	\$ 250.00		
Saturday	\$ 450.00		
Holiday	\$ 625.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)



**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

<b>Cemetery (continued)</b>	<b>Proposed</b>	<b>Justification</b>
Cremation		
Week day	\$ 200.00	
Saturday	\$ 400.00	
Holiday	\$ 500.00	
Disinterment		
Under 4 feet in length	\$ 1,000.00	
Over 4 feet in length	\$ 1,500.00	
Court Ordered Double Deep	\$ 3,000.00	
Burial Lot Refunds or Transfers of Ownership		
Title and recording fee (per lot)	\$ 50.00	
Headstone removal fee		
Flat or Wedge	\$ 150.00	
Upright	\$ 250.00	
Large Headstones may require removal through contracting company	Actual Cost	
After hours fee (4:00 p.m.)	\$ 250.00	
The City will buy back lots at the present day lot purchase price (less refund fee)		
<b>Fire Department Fees</b>	<b>Proposed</b>	<b>Justification</b>
<p><b>**At the discretion of the Fire Marshal, any or all fire protection system plans may be sent to an independent 3rd party fire protection engineering consultant of the Marshal's choosing for review and/or consultation. An administrative fee will be assessed on all plans to include Site and Building Plan or Plans review. Any 3rd party review will incur additional expenses and must be paid before any inspections will occur or occupancy of premises will be allowed.</b></p>		
GRAMA Requests (Fire related)		
As per UCA 63G-2-202, the cost of staff time after first 15 minutes for compiling, formatting, manipulating, packaging, summarizing, tailoring a record or other direct administrative costs as determined by the City Administrator.		
Note: The city will not copy onto personal thumb drives		
Standard Reports		
1st 10 pages	\$ 20.00	
Each additional page	\$ 0.25	
Fire Marshall Review (per hour)	\$ 125.00	
Automatic Fire Protection System**		
In house plan review		
<100 heads	\$ 75.00	
101-199 heads	\$ 100.00	
200-299 heads	\$ 150.00	
>300 heads - base fee plus \$.50 per head	\$ 200.00	
Fire Alarm Systems** (Fees are for In-house Plan reviews only)		
Plan Review		
New System	\$ 100.00	
Remodel	\$ 50.00	
Additional Floors	\$ 50.00	
Commercial Hood System**		
Plan Review each hood	\$ 100.00	
Reimbursed for material replacement, plus \$50 per hour per firefighter		
Fire Inspections associated with Business Licenses (unless specifically identified below)		
Day Care/Residential Non-Ambulatory Care Facility Fire Inspection		
Initial Business Inspection (non specified)	\$ -	
3rd and subsequent fire inspections	\$ 500.00	

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Fire Department Fees (continued)		Proposed	Justification
Specific Assessments for Fire Inspections			
Assembly Inspections - A-1 and A-2	\$ -		
Commercial Day Care/Pre-school	\$ 100.00		
Residential Day Care/Pre-school	\$ 100.00		
Nursing Homes/Assisted Living	\$ 100.00		
Firework Sales - per location	\$ 60.00		
Special Amusement Building	\$ 100.00		
Hospitals	\$ -		
Fire Inspections/Enforcement		Proposed	Justification
Stop Work Removal	\$ 500.00		
Installation without a permit	\$ 500.00		
*Each additional day the violation continues without proper permitting or attempting to acquire appropriate permits, additional fees may be assessed in the amount of the initial \$500.00 fee.			
2nd Inspection - no charge due to non-compliance inspection	\$ -	\$ 125.00	Written Warning will be issued
Third inspection due to non-compliance. Fine is to follow written warning	\$ 500.00		
Inspection on businesses operating without a license	\$ 200.00		
Fire Alarm Panel Inspection - submitted to 3rd party	\$ 25.00	\$ 35.00	Increased cost to provide services
Fire Riser Inspection - submitted to 3rd party	\$ 25.00	\$ 35.00	Increased cost to provide services
5-Year Sprinkler Inspection - submitted to 3rd party		\$ 50.00	New fee to recover costs of services
Fire Pump Inspection - submitted to 3rd party		\$ 50.00	New fee to recover costs of services
Hood Suppression Inspection - submitted to a 3rd party		\$ 25.00	New fee to recover costs of services
Hood Cleaning Inspection - submitted to 3rd party		\$ 25.00	New fee to recover costs of services
Standpipe Inspection - submitted to 3rd party		\$ 20.00	New fee to recover costs of services
Dry Chemical Suppression Inspection - submitted by 3rd party		\$ 35.00	New fee to recover costs of services
Clean Agent Inspection - submitted to 3rd party		\$ 35.00	New fee to recover costs of services
Active Smoke Control Inspection - submitted to 3rd party		\$ 35.00	New fee to recover costs of services
Elevator Inspection - submitted to 3rd party		\$ 175.00	New fee to recover costs of services
Backflow Inspection - submitted to 3rd party		\$ 60.00	New fee to recover costs of services
Fire Permits		Proposed	New Category to simplify schedule
Annual Burn Permit	\$ 20.00		
Special Events/Fire Watch/EMS Standby-per hour, per firefighter (2 firefighter minimum)	\$ 50.00		
Single Use Permit			
Fireworks Display	\$ 135.00		
Pyrotechnics (other)	\$ 100.00		
Carnivals < 10 attractions	\$ 60.00		
Carnivals > 10 attractions	\$ 100.00	\$ 125.00	Increased cost to provide services
Temporary Membrane Structure in excess of 400 sq. ft	\$ 50.00		
Special Amusement Building	\$ 100.00		
Hot Work permit fee	\$ 50.00		
Scrap Tire Storage over 2,500 Cubic ft.	\$ 200.00		
Lumber Yards and Woodworking Plant	\$ 75.00		
Minimum Storage/Use Site (solids 500 lbs or less; liquids 55 gal or less)	\$ 175.00		
Battery Site	\$ 125.00		
Backup Generator Fuel Storage( Pipeline Natural Gas Exempt)	\$ 100.00		
Body Shop/Garage	\$ 175.00		
HM Storage Site (solids - 500 lbs or more; liquids 55 gal or more)	\$ 220.00		
HM Dispensing/Use Site To include LP Gas	\$ 370.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Fire Permits (continued)		Proposed	New Category to simplify schedule
HM Production/Processing - conducted on a annual basis	\$ 500.00		
(solids - 1000 lbs; liquids - 100 gal; compressed gas as defined by code)			
100+ Gallons of Hazardous Materials - conducted on an annual basis	\$ 500.00		
Oil/Hydrocarbon Refinery - conducted on an annual basis	\$ 500.00		
Fire Operations		Proposed	Justification
Equipment Damaged	Actual Cost		
Material utilized in mitigation	Actual Cost		
Man hours for clean up - per hour, per firefighter	\$ 50.00		
Special Events/Fire Watch/EMS Standby-per hour, per firefighter (2 firefighter minimum)	\$ 50.00		
False Fire Alarm Responds (per calendar year) <b>Commercial</b>			
First two (2) false alarms	\$ -		
Third through fifth false alarms (per call)	\$ 200.00	\$ 250.00	Enforcement to get alarm system fixed
Sixth and each succeeding false alarm (per call)	\$ 500.00		
False Fire Alarm Responds (per calendar year) <b>Residential</b>			
First two (2) false alarms		\$ -	
Third through fifth false alarms (per call)		\$ 125.00	Enforcement to get alarm system fixed
Sixth and each succeeding false alarm (per call)		\$ 250.00	Enforcement to get alarm system fixed
Ambulance		Proposed	Justification
Ambulance fees will comply with the fees set forth by the State of Utah Bureau of EMS and may vary annually.			
Library Fees		Proposed	Justification
Overdue fines per day - maximum of \$5.00 for each item	\$ -		
Media Items overdue fines per day - maximum of \$5.00 for each item	\$ -		
Lost Items Processing Fee	\$ -		
Lost Items	Replacement Cost		
Out of Town Library Cards			
Quarterly	\$ 25.00		
Semi-Annual	\$ 45.00		
Annual	\$ 80.00		
Northern Utah County Library Cooperative partial member yearly card fees	\$ 40.00		
Library Card replacement	\$ 2.00		
Copies - black and white - per page	\$ 0.10		
Copies - color - per page	\$ 0.25		
Faxes			
Every 50 pages		\$ 1.00	
First page—local	<del>\$ 1.00</del>		
Additional pages—per page	<del>\$ 0.75</del>		
Long distance—per page	<del>\$ 2.00</del>		
Inter-library Loan Postage	\$ 3.00		
Room Rental			
Medium (per hour)	\$ 30.00		
Large (per hour)	\$ 50.00		
Laminating - per foot	\$ 0.75		
Book Sales			
Paperback books	\$ 0.50		
Hardback books	\$ 1.00		
Internet Use (per session, up to 2 hours) for non-American Fork City Library Card holders	\$ 1.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

<b>Police Department Fees</b>		<b>Proposed</b>	<b>Justification</b>
Accident Reports and/or Incident Reports			
Residents	\$ 5.00		
Non Residents	\$ 20.00		
GRAMA Requests (Police related)			
As per UCA 63G-2-202, the cost of staff time after first 15 minutes for compiling, formatting, manipulating, packaging, summarizing, tailoring a record or other direct administrative costs as determined by the City Administrator.			
Note: The city will not copy onto personal thumb drives			
Standard Reports			
1st 10 pages	\$ 20.00		
each additional page	\$ 0.25		
CD Media Files - photograph, audio, visual	\$ 25.00		
Fingerprints - Wednesday and Thursday, 8 a.m. to 11 a.m.			
Residents	No Charge		
Non Residents	\$ 25.00		
Alarm License	\$ 25.00		
False Alarm Penalty (per calendar year)			
First two (2) false alarms	\$ -		
Third through fifth false alarms (per call)	\$ 200.00		
Sixth and each succeeding false alarm (per call)	\$ 500.00		
Reinstatement of suspended alarm permit	\$ 50.00		
Late fees (base fee plus 12% APR until paid in full)	\$ 15.00		
Civil Penalty - uses, maintains, operates without a permit	\$ 200.00		
Civil Penalty - all other violations (per day of violation)	\$ 100.00		
Initial Landlord Permit Fee (see business license fees)	\$ 50.00		
Annual Landlord Permit Fee - Renewal (see business license fees)	\$ 25.00		
Animal Traps Usage (refundable deposit)	\$ 75.00		
Weekly Charge (after first week)	\$ 10.00		
Special Events/Standby - per hour, per officer (2 officer minimum)	\$ 50.00		
<b>Public Works</b>			
<b>Public Works Administration Fees</b>		<b>Proposed</b>	<b>Justification</b>
Printed maps and copies			
8.5" x 11" - Black and White	\$ 0.25		
8.5" x 11" - Color	\$ 0.50		
11" x 17" - Black and White	\$ 0.50		
11" x 17" - Color	\$ 1.00		
Credit Card Processing Fees	3%		
(all permit, development and impact fee payments over \$300 with credit cards)			
<b>Residential Building Division Fees</b>		<b>Proposed</b>	<b>Justification</b>
Carport	Use IBC Eval Table		
Garage	Use IBC Eval Table		
Unfinished Basement	Use IBC Eval Table		
Finished Basement	Use IBC Eval Table		
Main Level	Use IBC Eval Table		
2nd Level	Use IBC Eval Table		
Plan Review	\$ 500.00		
Once plan review has been initiated, the plan review fee is non-refundable.			
Expedited Review Fee (in addition to plan review fee of \$500)	\$ 400.00		

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

<b>Residential Building Division Fees (continued)</b>		<b>Proposed</b>	<b>Justification</b>
Cardstock Plan Review Fee (for identical house plans, after the initial plan)	\$ 200.00		
Remarking Fee	\$ 50.00		
Reinspection Fee	\$ 50.00		
Electrical Meter Change Out	\$ 50.00		
Temporary Power	\$ 50.00		
Occupancy Fee	\$ 50.00		
Construction Water (residential)	\$ 100.00		
<b>Commercial Building Division Fees</b>		<b>Proposed</b>	<b>Justification</b>
Reinspection Fee	\$ 79.00		
Inspection Cancellation Fee (Require at least 24 working hours notice prior to day of inspection)	\$ 50.00		
Remarking Fee	\$ 50.00		
Electrical Meter Change out	\$ 50.00		
Temporary Power	\$ 50.00		
Up Front Partial Plan Review Fee - New Commercial	\$ 500.00		
The complete plan review fee are 65% of the building permit fee.			
Up Front Partial Plan Review Fee - Tenant Improvement/Remodel	\$ 200.00		
The complete plan review fee are 65% of the building permit fee.			
Occupancy Fee	\$ 125.00		
Construction Water (Commercial)	\$ -		
<i>Base Allowance</i>			
0 to 3,000 gallons/month	\$ 250.00		
<i>Block 2 Rate</i>			
Above 3,000 gallons/month (base fee + volume rates in excess of base usage)	\$ 3.50		
Construction Water (hydrant use) deposit	\$ 1,500.00		
Racking Permit Fee Plan Review	Use IBC Eval Table		
Sign Permit Review	Use IBC Eval Table		
Miscellaneous Fee per hour charge	\$ 50.00		
<b>Other Building Division Fees</b>		<b>Proposed</b>	<b>Justification</b>
Basement Plan Review Fee - per hour	\$ 50.00		
Miscellaneous Administrative Fee per hour charge	\$ 50.00		
Building Inspection Fee and 1% State Tax	Varies		
Based on home valuation as determined by the Plans Examiner			
Occupancy Violation - \$100 plus \$30 per day			
Commercial Plan Review	65% of Building Permit Fee		
Inspections outside of normal working hours (2 hour max)	\$ 200.00		
Each additional hour	\$ 100.00		
Address change request	\$ 25.00		
<b>**Fees listed under Building Inspection Fees are not inclusive. Other fees may apply or be required.**</b>			

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Impact Fees	Proposed	Justification
Culinary Water Impact Fee - based on water meter size		
3/4" meter	\$ 2,502.45	
1" meter	\$ 4,179.09	
1.5" meter	\$ 8,333.16	
2" meter	\$ 13,338.06	
3" meter	\$ 26,701.15	
4" meter	\$ 41,715.85	
6" meter	\$ 83,406.67	
8" meter	\$ 133,455.68	
Fire Impact Fees		
Single Family Residential - per unit	\$ 429.30	
Multiple Family Residential - per unit	\$ 392.08	
Non-Residential - per 1,000 square feet	\$ 187.39	
Non-Residential Apparatus Fee - per 1,000 square feet	\$ 54.59	
Parks and Recreation Impact Fees		
Single Family Residential - per unit	\$ 3,855.99	
Multiple Family Residential - per unit	\$ 3,064.51	
Police Impact Fee		
Single Family Residential - per unit	\$ 326.45	
Multiple Family Residential - per unit	\$ 216.55	
Non-Residential - per 1,000 square feet	\$ 196.28	
Pressurized Irrigation Impact Fee		
Single Family Residential - per irrigated square feet	\$ 0.42	
Multiple Family Residential - per irrigated square feet	\$ 0.42	
Non-Residential - per irrigated square feet	\$ 0.42	
<b>Impact Fees (continued)</b>	<b>Proposed</b>	<b>Justification</b>
Roads Impact Fees		
Single Family Residential (non-TOD) - per unit	\$ 3,548.30	
Multiple Family Residential (Non-TOD) - per unit	\$ 2,003.07	
Single Family Residential (TOD) - per unit	\$ 3,016.05	
Multiple Family Residential (TOD) - per unit	\$ 1,702.61	
Non-TOD Mixed Use		
<div> <div>ITE Trips Peak PM Trips</div> <div>X</div> <div>% Entering</div> <div>X</div> <div>% Primary Trip</div> <div>X</div> <div>Final ITE PM Peak Hr Adjusted Trips</div> <div>X</div> <div>Cost per Trip (\$5,723.06)</div> <div>=</div> <div>Base Non- Residential Impact Fee</div> <div>X</div> <div>Internal- Internal Trips (85%)</div> <div>=</div> <div>Final Non- Residential Mixed Use Impact Fee Outside of the TOD Areas</div> </div>		
Non-TOD Other Non-Residential		
<div> <div>ITE Trips Peak PM Trips</div> <div>X</div> <div>% Entering</div> <div>X</div> <div>% Primary Trip</div> <div>X</div> <div>Final ITE PM Peak Hr Adjusted Trips</div> <div>X</div> <div>Cost per Trip (\$5,723.06)</div> <div>=</div> <div>Base Non- Residential Impact Fee</div> </div>		
TOD (All Non-Residential)		
<div> <div>ITE Trips Peak PM Trips</div> <div>X</div> <div>% Entering</div> <div>X</div> <div>% Primary Trip</div> <div>X</div> <div>Final ITE PM Peak Hr Adjusted Trips</div> <div>X</div> <div>Cost per Trip (\$5,723.06)</div> <div>=</div> <div>Base Non- Residential Impact Fee</div> <div>X</div> <div>TOD Trip Reduction (84%)</div> <div>X</div> <div>Internal- Internal Trips (85%)</div> <div>=</div> <div>Final Non- Residential Impact Fee in the TOD Area</div> </div>		

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Impact Fees (continued)		Proposed	Justification
Sanitary Sewer Impact Fees - based on water meter size			
3/4" meter	\$ 840.08		
1" meter	\$ 1,402.93		
1.5" meter	\$ 2,797.46		
2" meter	\$ 4,477.61		
3" meter	\$ 8,963.63		
4" meter	\$ 14,004.10		
6" meter	\$ 27,999.79		
8" meter	\$ 44,801.34		
Storm Drain Impact Fee			
Single Family Residential - per gross square feet	\$ 0.1536		
Multiple Family Residential - per gross square feet	\$ 0.1536		
Non-Residential - per gross square feet	\$ 0.1536		
TSSD Impact Fee - per ERU (this is included on the building permit but paid to TSSD)	\$ 1,785.55		
Hook Up Fees		Proposed	Justification
Water - residential and non-residential - based on water meter size			
0.750 inch	\$ 475.00		
1.000 inch	\$ 525.00		
1.500 inch	\$ 706.00		
2.000 inch	\$ 856.00		
3.000 inch	\$ 1,965.00		
4.000 inch	\$ 3,065.00		
6.000 inch	\$ 4,950.00		
Sewer - residential and non-residential	\$ 235.00		
Pressurized Irrigation - residential and non-residential - based on water meter size			
0.750 inch	\$ 475.00		
1.000 inch	\$ 525.00		
1.500 inch	\$ 706.00		
2.000 inch	\$ 856.00		
3.000 inch	\$ 1,965.00		
4.000 inch	\$ 3,065.00		
6.000 inch	\$ 4,950.00		
Meter Reset Fee (Charged per incident a meter is not ready for set up)		\$ 80.00	Encourage appointments only when meters are ready to set
Development Fees		Proposed	Justification
<i>General</i>			
Performance Guarantee Administrative Fee - per year	\$ 50.00		
Right-of-Way or Utility Excavation Permit (base fee)	\$ 150.00		
Asphalt cut (per cut - first 100 square feet)	\$ 200.00		
Asphalt cut (per each additional 100 square feet of the same cut)	\$ 40.00		
Land Disturbance Permit Fee	\$ -	\$ 500.00	For single family residential where a common plan of development is needed
Traffic Control fees			
Base fee (includes first day of barricading for one lane)	\$ 50.00		
Barricading roads base fee plus (per square foot per day of barricaded area)	\$ 0.01		
Local road sidewalk closures (per day)	\$ 10.00		
Arterial or collector sidewalk closures (per day)	\$ 25.00		
Arterial or collector shoulder/bike lane closures (per day)	\$ 25.00		
Bike path closure (per day)	\$ 10.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Development Fees (continued)		Proposed	Justification
Construction Water (base fee plus \$3.50 per 1,000 gallons)	\$ 250.00		
Usage rate per 1,000 gallons	\$ 3.50		
Construction Water (hydrant use) deposit	\$ 1,500.00		
Water share conveyance (per share, if surface water)	\$ 500.00		
<i>Engineering Division Review Fees</i>			
Development Review and Inspection Fees - per hour			
Public Works Director	\$ 180.00		
Public Infrastructure Manager	\$ 110.00		
Other Inspector	\$ 71.00		
Engineer In Training (EIT)	\$ 90.00		
Professional Engineer (PE)	\$ 134.00		
City Engineer	\$ 162.00		
GIS Supervisor	\$ 92.00		
Contracted Engineering Review	Actual Consultant Costs		
Contracted Inspection Work	Actual Consultant Costs		
Independent Soils Review	Actual Consultant Costs		
Hydraulic model analysis and/or certification	Actual Consultant Costs		
Legal Review Fees	Actual Consultant Costs		
Water Rights Review	Actual Consultant Costs		
Geotechnical Peer Review	Actual Consultant Costs		
Planning and Zoning Division Review Fees		Proposed	Justification
Subdivisions			
Preliminary Plans (Does not include Engineering Fees)	\$ 500.00		
Final Plat (Does not include Engineering Fees)	\$ 250.00		
Amended Plat (per plat)	\$ 250.00		
Historic Preservation Conversion Project	\$ 500.00		
Residential Accessory Structure (Does not include Engineering Fees)	\$ 300.00		
Commercial Site Plans (Does not include Engineering Fees)	\$ 500.00		
Zone Map or Development Code text change	\$ 250.00		
General Plan Amendment	\$ 250.00		
Zoning Confirmation Letter		\$ 150.00	Fee to recover cost of services
Conditional Use Permit	\$ 250.00		
Conditional Use Permit with Site Plan Approval	\$ 850.00		
Annexation			
Under 1-acre	<del>\$ 350.00</del>		
Between 1 and 5 acres	<del>\$ 750.00</del>		
Under 5 acres		\$ 860.00	costs based on staff time
Over 5 acres	\$ 1,250.00	\$ 965.00	additional noticing costs above amount charged for annexation < 5 acres



**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Utilities	Proposed	Justification
Utility Application Fee	\$ 30.00	
Tenant/Landlord copy of utility bill - per mailing	\$ 0.55	current postage rates
<b>Utility Bills</b>		
CUP/Water Assessment Fee	\$ 6.50	
Drain Fees		
Undeveloped Parcel	No Charge	
Single Unit Residential Customers - per Unit	\$ 8.50	
Multi Unit Residential		
Base Monthly Charge Per Unit	\$ 6.69	
Area Charge per 1000 Square Feet of Impervious	\$ 0.53	
Commercial/Institutional		
Base Monthly Charge Per Unit	\$ 6.69	
Area Charge per 1000 Square Feet of Impervious	\$ 0.53	
Garbage Fees		
1st Container	\$ 10.40	Keep current rates regardless of increased waste hauler fees
Additional containers - each	\$ 6.92	Keep current rates regardless of increased waste hauler fees
Recycling	\$ 6.24	Keep current rates regardless of increased waste hauler fees
Recycling cancellation fee	\$ 10.00	
Sewer Fees		
Residential Customers - base	\$ 35.55	
Residential Customers - Usage rate per 1,000 gallons	\$ 1.40	
Commercial Customers - base	\$ 35.55	
Commercial Customers - Usage rate per 1,000 gallons	\$ 1.40	
Industrial Customers - base	\$ 35.55	
Industrial Customers - Usage rate per 1,000 gallons	\$ 1.40	
Pressurized Irrigation		
Unmetered		
Base Rate (per month, 9,000 square foot lot)	\$ 21.68	
Overage (per month, per square foot over 9,000)	\$ 0.00271	
Metered		
Base rate - 0 to 8,000 gallons per month usage	\$ 21.68	
Block 2 rate - 8,000 to 16,000 gallons per month usage	\$ 1.93	
Block 3 rate - over 16,000 gallons per month usage	\$ 5.12	
Pressurized Irrigation - Shareholder rates		
Unmetered		
Base Rate (per month, 9,000 square foot lot)	\$ 10.84	
Overage (per month, per square foot over 9,000)	\$ 0.001355	
Pressurized Irrigation - Additional discount for shares owned in excess of required minimum		
Possible Additional discount	\$ 43.36	
Large Residential Property Lot Owners		
Metered		
Base rate - 0 to 8,000 gallons per month usage	\$ 21.68	
Block 2 rate - 8,000 to 16,000 gallons per month usage	\$ 1.93	
Block 3 rate - over 16,000 gallons per month usage	\$ 5.12	
Pressurized Irrigation - Ratio of permeable area for commercial users		
Ratio of permeable areas for commercial	15%	
Ratio of permeable areas for schools	50%	
Ratio of permeable areas for churches	30%	

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Utilities (continued)		Proposed	Justification
Culinary Water Rates - Rate adjustments effective July 1, 2018			
Single Family Rates			
<b>Monthly Base Rate (\$/meter/month)</b>			
3/4" and smaller	\$ 16.49		Postpone adopted rate increase of \$16.82 per resolution 2018-05-16R
1"	\$ 18.13		Postpone adopted rate increase of \$18.49 per resolution 2018-05-16R
1.5"	\$ 19.76		Postpone adopted rate increase of \$20.16 per resolution 2018-05-16R
2"	\$ 24.27		Postpone adopted rate increase of \$24.76 per resolution 2018-05-16R
<b>Volume Rates (\$/thousand gallons)</b>			
Base Allowance			
0 to 3,000 gallons/month	\$ -		
Block 2 Rate			
3,000 to 6,000 gallons/month	\$ 3.59		Postpone adopted rate increase of \$3.66 per resolution 2018-05-16R
Block 3 Rate			
6,000 to 9,000 gallons/month	\$ 4.32		Postpone adopted rate increase of \$4.41 per resolution 2018-05-16R
Block 4 Rate			
Above 9,000 gallons/month	\$ 5.06		Postpone adopted rate increase of \$5.16 per resolution 2018-05-16R
Multi-Family Rates			
<b>Monthly Base Rate (\$/unit/month)</b>			
First Unit	\$ 16.49		Postpone adopted rate increase of \$16.82 per resolution 2018-05-16R
Each Additional Unit	\$ 11.89		Postpone adopted rate increase of \$12.13 per resolution 2018-05-16R
<b>Volume Rates (\$/thousand gallons)</b>			
Base Allowance			
0 to 3,000 gallons/month/unit	\$ -		
Block 2 Rate			
3,000 to 6,000 gallons/month/unit	\$ 3.59		Postpone adopted rate increase of \$3.66 per resolution 2018-05-16R
Block 3 Rate			
6,000 to 9,000 gallons/month/unit	\$ 4.32		Postpone adopted rate increase of \$4.41 per resolution 2018-05-16R
Block 4 Rate			
Above 9,000 gallons/month/unit	\$ 5.06		Postpone adopted rate increase of \$5.16 per resolution 2018-05-16R
Commercial, Industrial, and Institutional			
<b>Monthly Base Rate (\$/meter/month)</b>			
3/4" and smaller	\$ 18.14		Postpone adopted rate increase of \$18.50 per resolution 2018-05-16R
1"	\$ 19.77		Postpone adopted rate increase of \$20.17 per resolution 2018-05-16R
1.5"	\$ 21.41		Postpone adopted rate increase of \$21.84 per resolution 2018-05-16R
2"	\$ 25.92		Postpone adopted rate increase of \$26.44 per resolution 2018-05-16R
3"	\$ 59.12		Postpone adopted rate increase of \$60.30 per resolution 2018-05-16R
4"	\$ 71.40		Postpone adopted rate increase of \$72.83 per resolution 2018-05-16R
6"	\$ 100.09		Postpone adopted rate increase of \$102.09 per resolution 2018-05-16R
8"	\$ 132.87		Postpone adopted rate increase of \$135.53 per resolution 2018-05-16R
10"	\$ 177.95		Postpone adopted rate increase of \$181.51 per resolution 2018-05-16R
<b>Volume Rates (\$/thousand gallons)</b>			
Base Allowance			
0 to 3,000 gallons/month	\$ -		
Block 2 Rate			
Above 3,000 gallons/month	\$ 3.15		Postpone adopted rate increase of \$3.21 per resolution 2018-05-16R

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Utilities (continued)		Proposed	Justification
Hardship Exception Rates - for seniors who qualify under Utah County Circuit Breaker Abatement			
Pressurized Irrigation			
Base Rate (per month up to 8,000 gallons)	As Adopted		
Each additional 1,000 gallons	\$ 1.25		
The city will pay entire cost to purchase and install meter for those seniors who qualify.			
Culinary Water			
10% of the base rate of the adopted culinary rates			
Hardship Exception Rates - for other cases, heard by City Council after filing a relief petition with City Recorder			
Reconnection Fee - <i>normal business hours</i>	\$ 50.00		
Reconnection - after hours	\$ 150.00		
Tampering Fee	\$ 80.00		
Fine for use without current utility account	\$ 250.00		
Mapping Fee	\$ 200.00		
Pressurized Irrigation Connection fee	\$ 250.00		
Account Suspension Fee	\$50.00		
NSF (Not Sufficient Funds) Fee	\$25.00		
Full-Time Front Line Personnel Residing in American Fork Discount	As Adopted		
Military Discount Active Military (With Deployment Papers-While Deployed)			
Garbage Fees	As Adopted		
Recycling Fees	As Adopted		
Water Fees	Waived		
Sewer Fees	Waived		
Storm Drain Fees	Waived		
Properties outside of American Fork City Limits will have double the rate of American Fork City residents for all utility services.			
Fitness Center Fees		Proposed	Justification
12 Month Contract			
Resident Rate			
Annual Family	\$ 465.00	\$ 485.00	increased cost of services
per Month	\$ 47.00	\$ 48.00	increased cost of services
Annual Couple	\$ 385.00	\$ 400.00	increased cost of services
per Month	\$ 39.00	\$ 40.00	increased cost of services
Annual Individual	\$ 265.00	\$ 275.00	increased cost of services
per Month	\$ 27.00	\$ 28.00	increased cost of services
Annual Senior Couple	\$ 265.00	\$ 275.00	increased cost of services
per Month	\$ 27.00	\$ 28.00	increased cost of services
Annual Senior/Student Individual	\$ 155.00	\$ 160.00	increased cost of services
per Month	\$ 16.00	\$ 17.00	increased cost of services

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Fitness Center Fees (continued)		Proposed	Justification
Non-Resident Rate			
Annual Family	\$ 520.00	\$ 550.00	increased cost of services
per Month	\$ 54.00	\$ 55.00	increased cost of services
Annual Couple	\$ 440.00	\$ 460.00	increased cost of services
per Month	\$ 46.00	\$ 46.00	increased cost of services
Annual Individual	\$ 310.00	\$ 325.00	increased cost of services
per Month	\$ 33.00	\$ 33.00	increased cost of services
Annual Senior Couple	\$ 310.00	\$ 325.00	increased cost of services
per Month	\$ 33.00	\$ 33.00	increased cost of services
Annual Senior/Student Individual	\$ 185.00	\$ 195.00	increased cost of services
per Month	\$ 19.00	\$ 20.00	increased cost of services
6 Month Rate			
Resident Rate			
Semi-Annual Family	\$ 280.00	\$ 290.00	increased cost of services
Semi-Annual Couple	\$ 230.00	\$ 240.00	increased cost of services
Semi-Annual Individual	\$ 160.00	\$ 165.00	increased cost of services
Semi-Annual Senior Couple	\$ 160.00	\$ 165.00	increased cost of services
Semi-Annual Senior/Student Individual	\$ 110.00	\$ 115.00	increased cost of services
Non-Resident Rate			
Semi-Annual Family	\$ 310.00	\$ 325.00	increased cost of services
Semi-Annual Couple	\$ 260.00	\$ 275.00	increased cost of services
Semi-Annual Individual	\$ 185.00	\$ 195.00	increased cost of services
Semi-Annual Senior Couple	\$ 185.00	\$ 195.00	increased cost of services
Semi-Annual Senior/Student Individual	\$ 115.00	\$ 125.00	increased cost of services
3 Month Rate			
Resident Rate			
Quarterly Family	\$ 205.00	\$ 215.00	increased cost of services
Quarterly Couple	\$ 165.00	\$ 175.00	increased cost of services
Quarterly Individual	\$ 115.00	\$ 120.00	increased cost of services
Quarterly Senior Couple	\$ 115.00	\$ 120.00	increased cost of services
Quarterly Senior/Student Individual	\$ 75.00	\$ 80.00	increased cost of services
Non-Resident Rate			
Quarterly Family	\$ 225.00	\$ 240.00	increased cost of services
Quarterly Couple	\$ 190.00	\$ 200.00	increased cost of services
Quarterly Individual	\$ 135.00	\$ 135.00	increased cost of services
Quarterly Senior Couple	\$ 135.00	\$ 135.00	increased cost of services
Quarterly Senior/Student Individual	\$ 85.00	\$ 95.00	increased cost of services
Summer Family Pass (May 15 to Sept 15)			
Resident Rate			
Quarterly Family	\$ 225.00	\$ 235.00	increased cost of services
Quarterly Couple	\$ 185.00	\$ 195.00	increased cost of services
Quarterly Individual	\$ 125.00	\$ 130.00	increased cost of services
Quarterly Senior Couple	\$ 125.00	\$ 130.00	increased cost of services
Quarterly Senior/Student Individual	\$ 85.00	\$ 90.00	increased cost of services

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Fitness Center Fees (continued)		Proposed	Justification
Non-Resident Rate			
Quarterly Family	\$ 250.00	\$ 265.00	increased cost of services
Quarterly Couple	\$ 210.00	\$ 225.00	increased cost of services
Quarterly Individual	\$ 150.00	\$ 160.00	increased cost of services
Quarterly Senior Couple	\$ 150.00	\$ 160.00	increased cost of services
Quarterly Senior Individual	\$ 95.00	\$ 105.00	increased cost of services
Daily Admission Fees and Punch Card Rates			
Daily Adult (18 years and older)	\$ 5.00		
Daily Youth (4 years to 17 years)	\$ 4.00		
Daily Toddler (up to 3 years)	Free		
Daily Senior (60 years and older)	\$ 3.00		
Daily "Track Only"	\$ 2.00		
Daily Senior "Track Only"	\$ 1.00		
Daily family	\$ 20.00		
Monday Night (family night)	\$ 15.00		
Adult 20 Punch Card	\$ 80.00		
Youth 20 Punch Card	\$ 70.00		
Senior Citizen 20 Punch Card	\$ 50.00		
"Track Only" 20 Punch Card	\$ 25.00		
Senior Citizen "Track Only" 20 Punch Card	\$ 15.00		
Day Care Pricing - Monthly Pass (2 hour max per day)			
One child	\$ 28.00		
Two children	\$ 38.00		
Three or more children	\$ 48.00		
Day Care - Hourly Rates (2 hour max per day)			
Half Hour	\$ 1.00		
Hour	\$ 2.00		
20 Time Punch Card	\$ 35.00		
Business Rates			
Resident Rate 15% (1-20 employees)			
Annual Family	\$ 387.00		
Annual Couple	\$ 319.00		
Annual Individual	\$ 221.00		
Non-Resident Rate 15%			
Annual Family	\$ 434.00		
Annual Couple	\$ 366.00		
Annual Individual	\$ 255.00		
Resident Rate 20% (21-59 employees)			
Annual Family	\$ 364.00		
Annual Couple	\$ 300.00		
Annual Individual	\$ 208.00		
Non-Resident Rate 20%			
Annual Family	\$ 408.00		
Annual Couple	\$ 344.00		
Annual Individual	\$ 240.00		
Resident Rate 25% (60+ employees)			
Annual Family	\$ 341.00		
Annual Couple	\$ 281.00		
Annual Individual	\$ 195.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Fitness Center Fees (continued)		Proposed	Justification
Non-Resident Rate 25%			
Annual Family	\$ 383.00		
Annual Couple	\$ 323.00		
Annual Individual	\$ 225.00		
Gymnastics	Member/Non Member		
Parent Tot	\$ 29.00/\$32.00		
Gym Stars, Breeze, Thunder	\$ 32.00/\$36.00		
Kinder	\$ 34.00/\$38.00		
Blizzards	\$ 60.00/\$65.00		
Tumbling	\$ 30.00/\$34.00		
Levels 3-7	\$70.00-\$155.00		
Itty Bitty Sports	\$ 30.00		
Dance Classes	\$ 25.00-\$60.00		
Karate	\$ 35.00-\$80.00		
Merit Badge Classes	\$ 8.00-\$26.00		
Preschool	\$ 65.00-\$85.00		
Boat Harbor Fees		Proposed	Justification
Day Use	\$ 8.00		
Walk-in	\$ 2.00		
Fishing	\$ 5.00		
Senior Fishing and Launch - Drive in, per person, per day	\$ 5.00		
Senior Fishing and Launch - Drive in, per person, per season	\$ 40.00		
Annual Launch Pass	\$ 80.00		
Park and Field Rentals		Proposed	Justification
Amphitheater Rental			
Full Day Rental	\$ 600.00		
Half Day Rental	\$ 300.00		
Refundable Deposit	\$ 100.00		
Skate Park - 200 East 500 South			
Day	\$ 200.00		
Pavilions - Rotary, Quail Cove, Evergreen			
Large Pavilion - Resident/Non-resident	\$ 40.00/\$60.00		
Small Pavilion - Resident/Non-resident	\$ 30.00/\$50.00		
Baseball Field Rentals - Rotary, Pony, Art Dye, Beehive, Greenwood, and JC Parks			
Hourly	\$ 25.00		
Full Day	\$ 200.00		
Field Prep	\$ 50.00		
Field Lights - per hour	\$ 25.00		
Playing Field Rentals - Evergreen, Hindley, Art Dye East or South Fields, Legacy, Bamberger, Easton, and Kimberly Parks			
Hourly	\$ 25.00		
Full Day	\$ 200.00		
Field Prep	\$ 50.00		
Field Lights - per hour	\$ 25.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

Park and Field Rentals (continued)		Proposed	Justification
<del>Art Dye - Full Rental - East Field, OR South Field, OR Baseball Field</del>			
<del>Half Day</del>	<del>\$ 350.00</del>		
<del>Full Day</del>	<del>\$ 500.00</del>		
<del>Entire Complex</del>	<del>\$ 1,500.00</del>		
Art Dye - Exclude Use Rentals			
Full Day - East Field		\$ 1,000.00	
Full Day - South Field		\$ 600.00	
Full Day - Baseball Field		\$ 400.00	
Half Day - East Field		\$ 500.00	
Half Day - South Field		\$ 300.00	
Half Day - Baseball Field		\$ 200.00	
Restricted events with over 1,000 attendees		\$ 1,000.00	
**Other Arrangements can be made on a case by case basis.			
**Playground Equipment for all parks is on a first-come, first-served basis at no charge			
Recreation Fees		Proposed	Justification
Baseball			
T-ball, Coach Pitch	\$ 40.00		
1st & 2nd Grade-Pinto	\$ 75.00		
3rd & 4th Grade-Mustang-Gold	\$ 125.00		
3rd & 4th Grade-Mustang-Silver	\$ 65.00		
Pony and Colt	\$ 95.00		
Softball			
3rd-4th Grade	\$ 60.00		
5th-6th Grade	\$ 70.00		
7th-12th Grade	\$ 70.00		
Tennis Lessons	\$ 50.00		
Soccer			
3 years old through 2nd grade	\$ 45.00		
3rd-4th grade	\$ 50.00		
5th-9th grade	\$ 55.00		
Flag Football			
1st-4th grade	\$ 45.00		
5th-6th grade	\$ 55.00		
7th-12th grade	\$ 55.00		
Youth Basketball (no longer Jr. Jazz)			
1st-2nd grade	\$ 40.00		
3rd-4th grade	\$ 50.00		
5th-6th grade	\$ 60.00		
7th-12th grade	\$ 85.00		
Volleyball	\$ 50.00		
Ski School			
Bus, Lessons, Pass	\$ 230.00		
Skate Camp	\$ 65.00		
Bowling lessons	\$ 55.00		
Golf lessons	\$ 35.00-\$80.00		
Adult Softball			
Mens	\$ 620.00		
Coed	\$ 435.00		
Ultimate Frisbee - Grades 10th to 12th	\$ 32.00		

Attachment: 06.14.22 - 2023 FEE SCHEDULE Proposed (2022-2023 Fee Schedule)

**AMERICAN FORK CITY**  
**PROPOSED FEE SCHEDULE - July 1, 2022 to June 30, 2023**

<b>Recreation Fees (continued)</b>	<b>Proposed</b>	<b>Justification</b>
Reusable Sports Jersey - utilized in some programs \$ 9.00		
All Recreation Programs require a \$20 non-resident fee		
\$5 multi-family discount for registering multiple family members at same time for same program		
All Recreation Programs require a \$5 late fee for registering after the deadline		



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF AMERICAN FORK FOR THE PURPOSE OF  
ESTABLISHING A GENERAL SCHEDULE OF THE FEES CHARGED BY THE CITY  
FOR WATER, SEWER, GARBAGE, STORM DRAIN, CEMETERY FEES,  
RECREATION USE FEES, BUILDING FEES, AND OTHER FEES**

WHEREAS, the Mayor and City Council of American Fork finds and declares that it is desirable and in the public interest to pass a single Resolution for the purposes of establishing and setting forth a general schedule of the most common fees charged by the City of American Fork;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, RESOLVES AS FOLLOWS:

The following Resolution is hereby enacted, entitled "General Fee Schedule:"

**GENERAL FEE SCHEDULE**

Section 1. General Fee Schedule Established. The following is an enactment listing the specific fees for the city shown in Exhibit A. General Fee Schedule shall be effective July 1, 2022:

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. All fees and charges contained in any current resolutions inconsistent herewith, are hereby repealed to the extent of the inconsistency, but in all other respects such resolutions shall remain in full force and effect.

Section 4. This Resolution is to be construed to be consistent with any all State, County, and Federal laws and regulations concerning the subject matter hereof. If any section, sentence, clause or phrase of this Resolution is held invalid by any court of competent jurisdiction, then said ruling shall not affect the validity of the remaining portions.

PASSED by the American Fork City Council this 14 day of June 2022.

ATTEST:

\_\_\_\_\_  
Bradley J. Frost, Mayor

\_\_\_\_\_  
Terilyn Lurker, City Recorder

Attachment: 06.14.22 - General Fee Schedule resolution (2022-2023 Fee Schedule)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 14, 2022**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a sewer treatment services contract and collection maintenance agreement.

**RECOMMENDATION:**

Staff would recommend approval.

**BACKGROUND:**

The City of American Fork is a long-standing member of Timpanogos Special Service District, being one of the founding member cities of TSSD in 1977. TSSD provides the City with sanitary sewer treatment and collection line maintenance for District outfall lines. There are currently 10 member entities receiving service from TSSD.

The Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement includes an update to the provisions of the treatment and maintenance terms. The agreement includes a 25-year term, which may be modified from time to time as needed and agreed upon in writing by both parties.

**BUDGET IMPACT:**

FY 2023 budget \$3,100,000. The charges are flow dependent.

**SUGGESTED MOTION:**

I move to approve the Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement with Timpanogos Special Service District.

**SUPPORTING DOCUMENTS**

American Fork - TSSD Sewer Service Agreement 20220512 (PDF)

**2022 AMENDED AND RESTATED SEWER TREATMENT SERVICES CONTRACT AND  
COLLECTION MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TIMPANOGOS SPECIAL SERVICE DISTRICT, Utah County, Utah, a body politic and corporate and a quasi-municipal public corporation, distinct from each county and municipality in which it is located, of the State of Utah (the “District”), and AMERICAN FORK CITY, Utah County, State of Utah, a municipal corporation of the State of Utah (the “City”),

**Witnesseth:**

**WHEREAS**, the City and the District previously entered into a Sewer Treatment Services Contract and/or extensions, amendments and/or Supplementary Agreements thereto as well as a Collection Systems Maintenance Agreement (the “Prior Service Contracts”) for the purpose of defining and establishing their respective rights and responsibilities with respect to sewage treatment service, the construction, operation and maintenance of sewage treatment and sludge disposal facilities by the District, and collection systems maintenance to serve the City; and

**WHEREAS**, the District and the City desire to restate, amend and modify the agreement between them originally contained in the Prior Service Contracts in order to continue their rights and responsibilities with respect to sewage treatment services, the construction, operation and maintenance of sewage treatment and sludge disposal facilities of the District and collection systems maintenance to serve the City and other municipalities;

**NOW, THEREFORE**, the District and the City hereby agree and covenant as follows:

## ARTICLE I

### DEFINITIONS AND AUTHORITY

**Section 101.** (a) Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Agreement, have the meanings herein specified.

“Agreement” means this 2022 Sewer Treatment Services Contract as amended and supplemented from time to time.

“City” means American Fork City, Utah County, Utah, a municipal corporation duly organized under the laws of Utah.

“City Council” means the City Council of the City or any successor governing body of the City as provided by law.

“Collection System” means the sewage facilities of the City used in connection with the collection and disposal of sewage, including improvements, extensions, and additions thereto which may be made while this Agreement remains in effect.

“District” means the Timpanogos Special Service District, Utah County, Utah, a special service district located in the State of Utah duly organized and existing under the provisions of the Utah Special Service District Act.

“System” means the sewage treatment facilities of the District, and all other improvements, facilities, or property used in connection with the collection, treatment and disposal of sewage, including all improvements, extensions, and additions thereto which may be made while this Agreement remains in effect, and including all property, real, personal and mixed, of every nature now or hereafter owned by the District and used or useful in the operation of its sewage treatment facilities.

“Televising Unit” means the equipment capable of televising and recording the condition of sewer lines.

“Combination Unit” means the equipment capable of cleaning sewer lines.

“Unit” refers to a Televising Unit and a Combination Unit collectively.

**Section 102.** The Agreement is adopted pursuant to the provisions of the Limited Purpose Local Government Entities Title 17D, Chapter 1, and Title 17B, Chapter 1 of the *Utah Code Annotated* (1953, as amended).

**Section 103.** This Agreement is entered into for the purpose of providing for the sale by the District and the purchase by the City of sewage treatment services provided by the System and to establish and define the rights and responsibilities of the District and the City with respect to operation, service, and maintenance of the System.

**Section 104.** This Agreement replaces and supersedes in their entirety the Prior Service Contracts.

## **ARTICLE II**

### **TREATMENT SERVICES TO BE PROVIDED**

**Section 201.** From time to time the District has constructed, added to, improved or extended the System and anticipates that it will do so in the future as well as it shall continue to operate and maintain the System. The System shall at all times be operated and maintained in compliance with applicable State and Federal discharge requirements. The District shall at all times obtain and maintain all necessary licenses and permits required to operate and maintain the System and shall comply with all applicable laws and regulations.

**Section 202.** The District shall provide sewage treatment services to the City in accordance with the terms and provisions of this Agreement. Should the capacity of the System be exceeded, the City shall continue to have access to the System on a proportional basis with other cities located within the boundaries of the District, based on a proportion taken from a comparison of a 3-year history of the volume and character of sewage discharge by each such city.

### **ARTICLE III**

#### **COLLECTION SYSTEMS MAINTENANCE**

**Section 301.** The District shall have the following duties and obligations regarding system maintenance, (the "Collection Systems Maintenance"):

(a) From time-to-time the District shall televise, record and clean portions of the existing sewer system of the City (except for service lateral lines), report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(b) The District shall televise new interceptor lines installed from time to time in the City to check for leaks in said lines, report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(c) Each calendar year, the District shall, if requested by the City, televise and/or clean the sewer system of the City and new interceptor lines installed in the City as provided above, for a percentage of normal working time in each calendar year less four weeks which is at least equal to the percentage of the City's portion of the total influent to the District in the preceding calendar year of all political subdivisions within the District that utilize the

Collection Maintenance Services provided herein. The District shall not be required to provide service to the City in any calendar year in excess of the above-stated percentage unless emergency conditions require additional service.

(d) The District shall provide the City with a schedule setting forth the respective sewer lines to be serviced, the service to be performed on the lines, and the dates such services will be performed on the lines (the “Service Schedule”). The District shall provide the City with the Service Schedule at least thirty (30) days prior to the time of the scheduled services. The District may deviate from the Service Schedule in the event of emergencies which occur in other municipalities for which the District has similar obligations to provide services with the Unit. In the event of any emergency which requires the District to deviate from the Service Schedule, the District shall promptly notify the City of the need to deviate from the Service Schedule and shall within five (5) business days provide the City with a revised Service Schedule.

(e) The District shall clean the sewer lines of the City in cases of emergency (except for house service lateral lines), when so notified by the City that an emergency exists.

**Section 302.** The City shall have the following duties and obligations regarding Collection Systems Maintenance:

(a) The City shall be responsible for any necessary construction and repairs of its sewer system, including any necessary repair of defects discovered by the District while using the Unit.

(b) The City shall, as funding becomes available, maintain its manholes up to

grade, at the proper elevation, and easily accessible to the District. The District will not be required to provide any service for lines where the related manholes are not up to grade, at the proper elevation and easily accessible to the District.

(c) The City shall provide one City employee to assist the District in operating and using the Unit when traffic control requires three people to operate and manage the Unit and when one operator of the Unit is required to enter a manhole. The City shall also provide one City employee to assist the District in operating and using the Unit when one of the two District employees trained to operate the Unit is ill, on vacation or for any other reason is unable to operate the Unit. If no City employee is available to assist when specified, the service to the City will be rescheduled as promptly as possible in relation to the District's obligation to provide services to other municipalities.

(d) In the case of emergencies related to the sewer system, the City shall send a City employee to assess the emergency situation.

**Section 303.** As to Collection Systems Maintenance, the Parties further agree as follows:

(a) The District shall have no liability for any flooding or damage resulting from the condition or proper cleaning of the sewer lines, and the City assumes all responsibility and liability for any such flooding or damage.

(b) The District shall be under no obligation under this Agreement with respect to the cleaning or other service of house service lateral lines or other privately owned lateral lines.

(c) Each party hereto shall be liable for, and shall hold the other harmless from, all costs, damages, and losses resulting from the negligence of said party or its respective



agents, officers, employees or servants. Failure to discover a latent defect or problem in the structural integrity of the lines shall not be considered negligence.

(d) It is understood by the parties hereto that the cleaning function of the Unit is accomplished by force of liquid under pressure. The parties hereto agree that the City shall be liable for any cost, damage or loss resulting from or related to the existing conditions of the line such as, but not limited to, protruding lateral lines or weak tile lines.

(e) As provided for in Article IV of this Agreement, the provisions for Collection Systems Maintenance set forth herein do not and nothing herein shall be interpreted to constitute a transfer of any interest whatsoever in and to the sewer lines within the City's sewer system and the District expressly agrees that the City shall continue to own all such sewer lines within its sewer system.

#### **ARTICLE IV**

##### **CITY RESPONSIBLE FOR OWN SYSTEM AND PRESERVATION OF DISTRICT'S SYSTEM**

**Section 401.** The City hereby acknowledges that it shall bear any and all costs of constructing, operating, maintaining, and repairing its sewage Collection System, including lines necessary to extend said system to the interceptor lines constructed or owned by the District and that the District shall not bear any such costs or be responsible for constructing, operating, maintaining, adding to or improving said system of the City.

**Section 402.** Delivered herewith is a map that depicts the location of the District's interceptor lines and the City's Collection System. The City shall not take any action that could interfere with the operation and maintenance of the District's interceptor lines, including, but not limited to, modifying or vacating public rights of ways or public utility easements.

**Section 403.** The location of the District's System and the location of that System's connection with City's Collection System are **PROTECTED RECORDS** as the disclosure of such could jeopardize the life or safety of an individual and/or jeopardize the security of governmental property, or governmental programs from damage or use contrary to the law or public policy. As such no such disclosure is permitted except as may be permitted by the Utah Governmental Records Access and Management Act.

## **ARTICLE V**

### **INDUSTRIAL AND OTHER SPECIAL DISCHARGES**

**Section 501.** The District has and will maintain and update a Pretreatment Program that is approved by the State of Utah and complies with Federal pretreatment standards, including those contained in 40 CFR (Code of Federal Regulations) Part 403 (the "Pretreatment Program"). The Pretreatment Program is to prevent the introduction of pollutants into the System which will interfere with the operation of the System or contaminate the resulting sewage sludge; prevent the introduction of pollutants into the System which will pass through the treatment works into receiving waters or the atmosphere or otherwise be incompatible with the work; and, improve opportunities to recycle and reclaim wastewaters and the sludge resulting from wastewater treatment. The City shall adopt by ordinance, at least as stringent, the District's Pretreatment Program as may be amended from time to time.

**Section 502.** The District reserves the right to approve or disapprove the discharge of any wastes other than sewage to any sewer system which sends wastewater to the System. All industrial discharge of any wastes other than sanitary facility wastes shall require prior written approval of the District, shall comply with Federal pre-treatment standards, and shall be subject to special charges

as determined by the District. Discharges of unusual wastes from other sources shall also be subject to prior written approval of the District.

**Section 503.** Special permits granted for industrial or other unusual discharges may be revoked by the District upon ninety (90) days' notice from the District to the City, if, as determined by the District, the discharge results in excessive operational problems or constitutes an unexpectedly large threat to the integrity of the System, which cannot be recompensed by increasing the special charge. Any discharges after such ninety (90) day period shall be considered unapproved and shall be subject to the conditions above stated.

## **ARTICLE VI**

### **COST OF SERVICES AND PAYMENT**

**Section 601.** The City hereby agrees to promptly pay all charges which are assessed by the District in accordance with this Agreement.

**Section 602.** Each city and other user of the District facilities shall be billed monthly or at such greater time intervals as shall be determined by the District. In no event shall the District bill the City less frequently than annually. Such amount so billed shall be due and payable within thirty (30) days after the date of the billing.

**Section 603.** Special charges for wastes other than sewage shall include, without limitation, any costs of operation and maintenance occasioned by the character of such wastes and any damages to the System, or any fines or other penalties or costs resulting from loss of proper operation of the System due to the unapproved discharge within the City or area served by the District.

**Section 604.** The District shall provide that sufficient revenue is generated to pay all costs for the operation and maintenance of the System. The costs shall be distributed to all users of the System in proportion to each user's contribution to the total loading of the System. Factors such as strength (BOD and TSS), volume and nutrient factors shall be considered and included as the basis for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user or user class.

**Section 605.** The District shall determine the total annual costs of operation and maintenance of the System which are necessary to maintain the capacity and performance for which such works were designed and constructed. The total annual cost of operation and maintenance shall include, but is not limited to, amounts paid by the District for improvement, repair, replacement or for the acquisition of any type of equipment related to the System, for salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, for legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, training of personnel, taxes, payments in lieu of taxes and other governmental charges imposed by any entity other than the District, fuel costs, payments for the purchase of water for use in connection with the construction and operation of the System, costs of utility services and other auxiliary services, and any other current expenses or obligations required to be paid by the District under the provisions of any bond resolution or indenture or by law, all to the extent properly allocable to the System. For purposes of this Article VI, the District shall include in its costs of operation and maintenance charged to the City and other users of the System services all costs imposed on the District by any bond resolution or indenture, including, without limitation, all costs

of debt service and payments or deposits for reserve funds in connection with any bonds or other obligations of the District and all costs necessary to comply with the covenants and obligations of the District contained in such bond resolutions or indentures. To the extent that debt service of the District is actually paid from the proceeds of taxes actually levied and collected by the District on all taxable property in the boundaries of the District, such debt service shall be excluded for purposes of determining charges to the City for System services.

**Section 606.** To determine the proportion of each user's wastewater contribution, the District has installed and maintains metering stations throughout the District. The District owns and has the sole right to maintain each metering station. The City upon reasonable notice shall have the right to test the meter applicable to the City's wastewater contribution to verify the accuracy of the meter. Delivered herewith is a map that depicts the location of the meter(s) applicable to the City's wastewater contribution. In determining the proportion of each user's wastewater contribution, the District shall measure and take into account the following:

1. Each user's monthly volume of wastewater. The amount used as the total monthly volume of wastewater shall include infiltration and inflow.
2. Each user's monthly poundage of 5-day 20 degree centigrade biochemical oxygen demand which has been discharged to the System.
3. Each user's monthly suspended solids poundage which has been discharged to the System.
4. Nutrient factors imposed by any regulatory body.

**Section 607.** If the City requests additional metering stations, all such metering station(s) must be approved by the District's staff as meeting all District standards. The District will arrange

for and pay all costs for the meter(s) and the installation of the meter(s). The District will then bill the City for the reimbursement of all such meter costs. All other costs, including furnishing and installing the vault, flume, electrical pad, electrical panel, Rocky Mountain Power and services, and associated appurtenances will be provided and paid by the City. Upon completion, inspection, and approval, the metering station(s) shall be owned by the District.

**Section 608.** The District shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution on an annual basis and shall revise the service charges as necessary to assure equity of the service charges assessed to the City and other users, and to assure that sufficient funds are obtained to adequately operate and maintain the System, including payment of the debt of the District.

**Section 609.** The City and other users of the System will be charged a certain amount for each one thousand (1,000) gallons of wastewater treated; plus, a certain amount per pound of Biochemical Oxygen Demand, a certain amount per pound of Suspended Solids, and nutrient factors imposed by any regulatory body, to be determined by the District, considering the factors herein mentioned. The rates shall be re-established annually or more frequently if so determined by the District Administrative Board.

**Section 610.** The District shall have no power to demand that the City make payment for any charges due under this Article VI from it to the District from monies raised by the City by taxation, but such charges may be solely payable from charges the City makes to the users of its own sewage Collection System. All amounts due and owing to the District from the City under this Agreement shall be treated by the city as operation and maintenance costs of the City's sewer system. Notwithstanding the foregoing sentences in this Section 6010, it is understood that the City

is free to make payments due under this Agreement from any available monies it may have on hand at the time such payments are due.

**Section 611.** The City covenants and agrees to impose rates and charges on its sewer customers in amounts sufficient to make all payments called for under this Article VI and to properly operate and maintain, at its own expense, its sewer Collection System.

**Section 612.** Pursuant to Utah Code Ann. § 10-8-38(2)(a)(i) and in compliance with the Utah Board of Health regulations, the City shall provide for mandatory connection where its sewer Collection System is reasonably available and feasible within 300 feet of any property line with any building used for human occupancy and will make a reasonable charge for the use thereof and shall enact all ordinances and make all necessary amendments to resolutions necessary for it to do so.

**Section 613.** The City is obligated to pay only for treatment services rendered to it during the month or other longer service period for which it is to receive a bill.

## **ARTICLE VII**

### **IMPACT FEES**

**Section 701.** In order to provide and pay for expanded capacity to the System and to provide the District with increased ability to provide sewer treatment services to the City, the District has in the past and may in the future acquire additional facilities or improve or expand existing facilities to accommodate new growth within the District (“Expansion Facilities”).

**Section 702.** Pursuant to Section 11-36a-101 et seq. Utah Code Annotated (1953, as amended), the District has adopted a resolution establishing an Impact Fee to pay for the Expansion Facilities and may further amend the Impact Fee. The District hereby represents and warrants to the City that the District has complied and shall comply with the applicable statutory provisions of the

Utah Code to lawfully impose the Impact Fee. The City hereby agrees to develop, maintain and update a topographical master plan for sewer service within its boundaries upon which the District may rely in planning for future development. Any connection to the District's collection system may only be where the District approves.

**Section 703.** The District and the City agree that the Impact Fee shall be applied, to the extent received by the District, to the costs to the District of acquiring, constructing and improving the Expansion Facilities as a part of the System, and that to the extent, but only to the extent, that such Impact Fees are paid to and available to the District, the District will not include the costs of the Expansion Facilities in calculating its service charges to be apportioned among the Contracting Cities in accordance with Article VI. To the extent the Impact Fees received are inadequate or unavailable to pay the costs of providing or paying for the Expansion Facilities, then such costs in excess of the available Impact Fees shall be treated and charged as service charges in accordance with Article VI. To the extent the Impact Fees received in any year exceed the amount needed to pay the costs of providing the Expansion Facilities, then the excess shall be (a) held for payment of, or applied to the early redemption of bonds issued to finance the Expansion Facilities, (b) applied to growth-related improvements to the System, as evidenced and supported by written plans and analyses adopted by the District in the exercise of its sole business judgment, or (c) applied to any combination thereof. It is expected by the parties hereto that the costs of providing the Expansion Facilities will consist principally of the payment of debt service, including, but not limited to, principal, interest, redemption premiums, paying agent, registrar, trustee fees, engineering costs, legal fees and bond costs, on bonds of the District issued to finance the acquisition, construction and improvement of the Expansion Facilities or the direct payment of the costs of acquisition,



construction and improvement of the Expansion Facilities, or both.

**Section 704.** The City agrees that the payment of the Impact Fee by applicants for a building permit from the City shall be a condition of development and that no building permit shall be issued until the required Impact Fee is paid. The amount of the Impact Fee shall be established by resolution of the District and may change from time to time.

**Section 705.** The City shall calculate and collect the Impact Fee for and on behalf of the District and shall remit to the District all Impact Fees collected sixty (60) days following the 20<sup>th</sup> of the month in which such fees are received by the City. Any Impact Fees collected by the City that are not remitted to the District within the time specified shall accrue interest at the annual rate of three percent (3%) calculated daily, which interest the City shall pay to the District. The City and District may establish an agreed upon administrative fee to be paid to the City for the collection of the Impact Fee on behalf of the District.

**Section 706.** The Impact Fee is based on information contained in duly adopted Impact Fee Facilities Plans and Analysis. Each City shall collect from each applicant for building permits the amount of the Impact Fee in accordance with the formulas provided by the District.

**Section 707.** The City shall provide to the District by the 20<sup>th</sup> of each month, a summary of all residential permits issued during the prior month and copies of all non-residential permits issued during the prior month. At no more than a quarterly basis, if requested by the District, at no fee to the District, and at reasonable times, the City shall allow the District to audit City building permit records and the Impact Fees assessed and collected to determine whether the impact fees were properly assessed and collected. If the Impact Fee collected by the City was improperly assessed and/or collected after receiving notice of the formulas and fees from the District, the City shall be

responsible to pay to the District the difference between the amount collected and the amount that should have been charged together with interest thereon calculated at the rate of three percent (3%) per annum, calculated daily. The District shall give the City thirty days written notice of any amounts owed under this Section. Interest on the amount owed will not begin to accrue until the day after the expiration of the thirty-day notice period. The District shall have nine months to review and or audit the Impact Fees assessed and collected by the City which period shall commence the day after the City delivers to the District the summary of residential permits issued or in the case of non-residential permits the day after copies of the actual permits are delivered to the District. After the expiration of the nine-month period, the District may not assess the City any amount owed by reason of a difference between the amount collected and the amount that should have been collected. Once assessed, the District shall have whatever applicable statute of limitations applies to collect the amount assessed as provided in this Section 707 and interest thereon.

## **ARTICLE VIII**

### **REPRESENTATIONS OF THE CITY**

**Section 801.** The City hereby warrants and represents that (a) its existing indebtedness for all purposes does not exceed the limit provided in Article XIV, Section 4, of the Constitution of the State of Utah, (b) it has the power to enter into this Agreement and all necessary action has been taken by its City Council to authorize the execution and delivery of this Agreement, and (c) this Agreement does not conflict with, and the execution and performance by the City hereof will not constitute a breach of or a default under any contract, lease, court order, administrative rule,

regulation or law to which the City or its properties or either of them are subject or by which it is bound.

## **ARTICLE IX**

### **INSPECTION OF RECORDS**

**Section 901.** At no more than a quarterly basis, if requested by the City, and at reasonable times, the District shall, upon request of the City, make available its books and records for inspection by the duly authorized agents of the City at no fee to the City.

## **ARTICLE X**

### **FORCE MAJEURE**

**Section 1001.** If, by reason of *Force Majeure*, either party shall be unable in whole or in part to perform its obligations hereunder, said party shall not be deemed in default during the continuance of such inability and shall not incur any liability for its failure to perform its obligations hereunder. Each party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from performing such obligations; provided, however, the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the affected party, and it shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in its judgment unfavorable to it. “*Force Majeure*” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; pandemics, floods; explosions; breakage or accidents to

machinery, transmission pipes or canals from a cause not reasonably within the control of a party; or any other cause or event not reasonably within the control of that party.

## **ARTICLE XI**

### **THIRD PARTY CLAIMS**

**Section 1101.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of the retail sewer customers of the City and no such third party shall have any cause of action against the District for any failure by the District to take and receive sewage as provided for herein or for any breach or default by the District hereunder. In addition, no such third party shall have any rights hereunder which would in any way restrict the rights of the District and the City to modify or terminate this Agreement at any time or in any manner. To the extent that the City has any legal duty and authority to defend or indemnify the District against any claims of the City's customers, retail or residential, it shall do so. It is expressly understood and agreed that such duty does not extend to any activities of the District not directly related to the treatment of wastewater and sewage, *e.g.*, claims resulting from automobile accidents involving District equipment, etc.

## **ARTICLE XII**

### **MAINTENANCE OF DISTRICT REVENUES**

**Section 1201.** Except as provided in Section 1202 below, the City, so far as it legally may, covenants and agrees that, during the term of this Agreement (a) it will not grant a franchise for the operation of any competing sewer system within its boundaries located within Utah County until termination of this Agreement in accordance with Article XIII hereof, (b) it will not itself treat sewage, and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

**Section 1202.** If as of the date of this Agreement the City is treating any portion of its waste water by a facility other than the District's System, the City, so far as it legally may covenants and agrees that (a) it will not grant a franchise for the operation of any competing sewer system to treat sewage originating from within the boundaries of the District's service area located within Utah County until termination of this Agreement in accordance with Article XIV hereof, (b) it will not itself treat sewage originating from within the boundaries of the District's service area located within Utah County , and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

### **ARTICLE XIII**

#### **DEFAULT**

**Section 1301.** In the event the CITY defaults in the payment of any charges or fees arising hereunder and such default remains uncured for thirty (30) days after the City's receipt of written notice of such default, the District will try in good faith to settle any dispute with the City, but may exercise any remedy available to it under the law to collect the default, including the withholding of services.

**Section 1302.** In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a party, the other party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting party its costs incurred in enforcing its rights hereunder or seeking damages for any breach hereof, including reasonable attorneys' fees, whether such costs are incurred through litigation or otherwise.



**Section 1303.** The remedies available in this Article shall be cumulative and in addition to any other remedies which may be available hereunder or under applicable law, and no election by either party to exercise, modify or waive any remedy on any occasion shall be deemed to be an election to exercise, modify or waive the same or any other remedy on any other occasion.

#### **ARTICLE XIV**

#### **TERMINATION**

**Section 1401.** Unless hereafter modified in a writing signed by all parties hereto, this Agreement shall have and be for a term of twenty-five (25) years from the date of its execution by the parties hereto.

#### **ARTICLE XV**

#### **ASSIGNMENT**

**Section 1501.** Neither the District nor the City shall transfer or assign any of the rights or delegate any of the duties of this Agreement without the prior written consent of the other.

#### **ARTICLE XVI**

#### **COMPLETE AGREEMENT; MODIFICATION**

**Section 1601.** This Agreement constitutes the full and complete agreement by and between the parties as to the matters covered hereby, and supersedes all prior oral or written agreements, representations, conversations or understandings of the parties.

**Section 1602.** The terms of this Agreement shall not be altered, amended or modified, except by written agreement of the parties hereto. Such modification or amendment shall be duly filed with the secretary of the District and with the city recorder of the City.

**ARTICLE XVII****SEVERABILITY**

**Section 1701.** It is hereby declared that all parts of this Agreement are severable, and if any section, paragraph, clause or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Agreement.

**ARTICLE XVIII****BINDING EFFECT**

**Section 1801.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, agents, representatives, successors and assigns (in the event assignment is approved as provided in Article XV hereof).

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective duly authorized representatives as of the day and year first above written and shall be effective as of that date.

**“DISTRICT”**

**TIMPANOGOS SPECIAL SERVICE DISTRICT**

By \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Advisory Board

ATTEST:

\_\_\_\_\_  
Secretary of District  
[SEAL]

**“CITY”**

**[AMERICAN FORK CITY]**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder  
[SEAL]

1571818.3

### DISTRICT ATTORNEY REVIEW AND APPROVAL

Martha Wingate of the law firm of Ray Quinney & Nebeker P.C., duly licensed to practice law in the State of Utah, as the attorney authorized to represent the District for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), does hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: \_\_\_\_\_ RAY QUINNEY & NEBEKER P.C.

By \_\_\_\_\_  
 Martha Wingate  
 Attorney for Timpanogos Special Service  
 District

### CITY ATTORNEY REVIEW AND APPROVAL

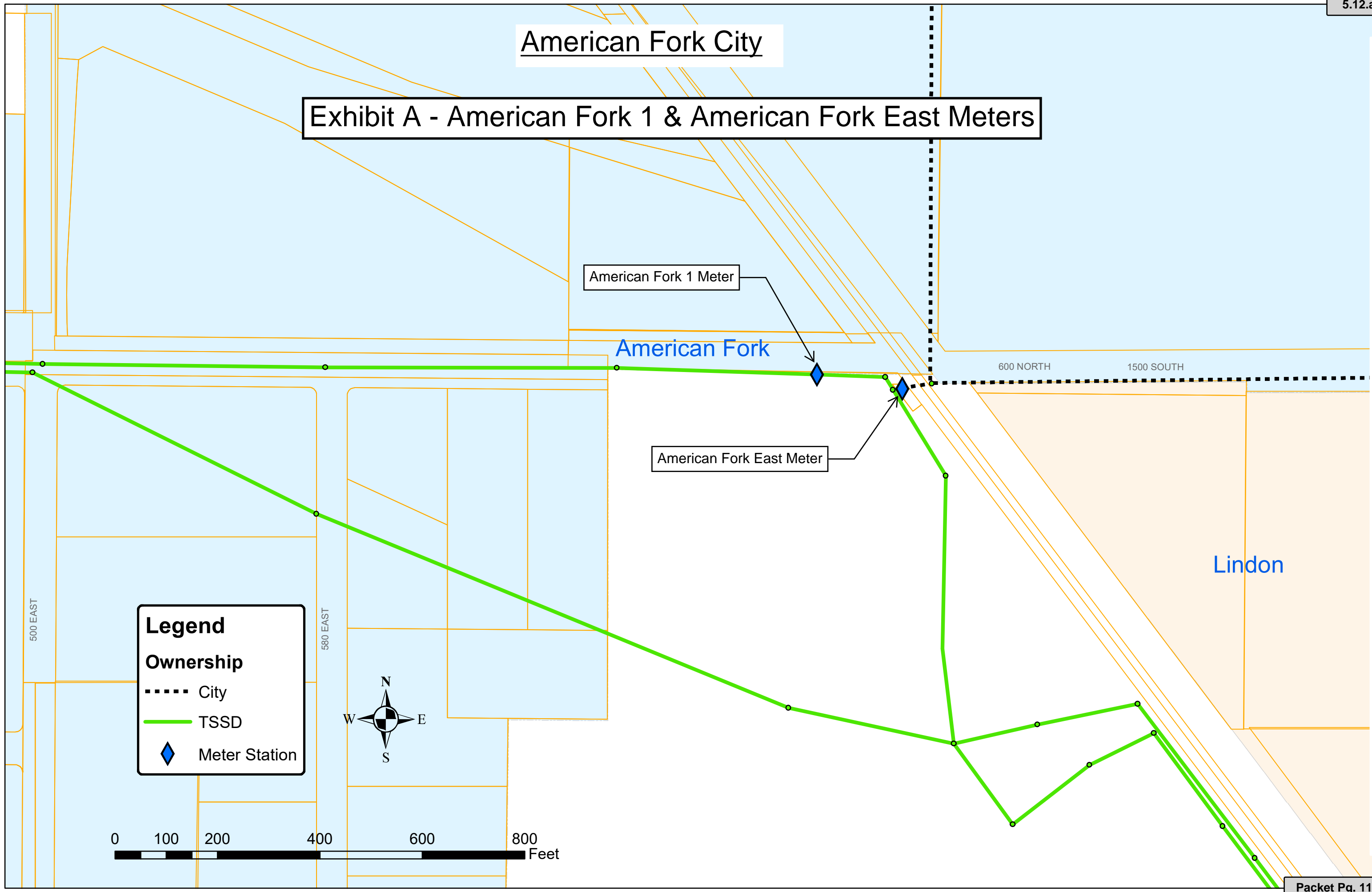
\_\_\_\_\_ of the law firm of \_\_\_\_\_, duly licensed to practice law in the State of Utah, as the attorney authorized to represent the City for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), does hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
 \_\_\_\_\_  
 Attorney for \_\_\_\_\_ City

American Fork City

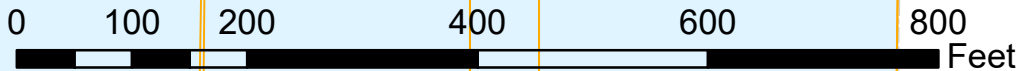
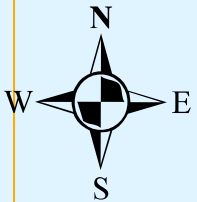
Exhibit A - American Fork 1 & American Fork East Meters



**Legend**

**Ownership**

- City
- TSSD
- ◆ Meter Station





# American Fork City

## Exhibit B - American Fork 3 Meter

American Fork 3 Meter

American Fork

Pleasant Grove

**Legend**

**Ownership**

.....

City

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TSSD

◆

Meter Station

