

AMERICAN FORK CITY COUNCIL
JULY 26, 2022
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, July 26, 2022, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comment on the declaration of property to be surplus and disposed of.

REGULAR SESSION

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

COMMON CONSENT AGENDA

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

1. Approval of the June 14, 2022, city council minutes.
2. Approval of the June 21, 2022, work session minutes.
3. Approval of the June 28, 2022, city council minutes.
4. Approval of the authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the AF Crossing Plat C construction of public improvements located at 900 West 1000 South.
5. Ratification of city payments (July 6, 2022, to July 19, 2022) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on approval of a resolution declaring property to be surplus and disposed of to UDOT.
2. Review and action on a resolution to accept/reject the C&N Taylorsville petition for annexation consisting of 1.313 acres at approximately 1700 North and North County Boulevard.
3. Review and action on a master lease agreement with The Bancorp for the lease of five vehicles.

4. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
5. Adjournment.

Dated this 21st day of July, 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
JULY 26, 2022**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the AF Crossing Plat C construction of public improvements located at 900 West 1000 South.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the AF Crossing Plat C public improvements located at 900 West 1000 South. To authorize the issuance of documents and/or payments to release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by

retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

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

SUPPORTING DOCUMENTS

AF Crossing Plat C Final release (PDF)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: AF CROSSINGS C

Dear Mayor:

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

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

Project: AF CROSSINGS C

Address: 900 W 1000 S

Requested Amount: 0

[Signature]
Owner/Developer

7-5-22
Date

Attachment: AF Crossing Plat C Final release (Final Bond Release)

Development Name: AF CROSSINGS C

Development Address: 900 W 1000 S

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

☐ Partial Improvement Assurance Release

☒ Final Improvement Assurance Release

☐ Improvement Warranty Release
(10% Durability Release)

[illegible]

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

Please send check/bank letter to:

Name: _____

Bank (if applicable):

Address:

City: State: Zip:

Phone: Email:

Signature: [Signature] Date: 7-5-22

City Official Use Only

☐ Fees paid and current

Administrative Signature: _____ Date: _____

Inspector Signature: _____ Date: _____

[illegible]

	Comments	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
		SITE PREPARATION																	
		Mobilization	1	LS	\$10,000.00	\$10,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$10,000.00
		Strip 6" of topsoil and spread on lots	5060	CY	\$4.00	\$20,240.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$20,240.00
		SWPPP																	
		Swppp	1	LS	\$15,000.00	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$15,000.00
		EARTHWORK																	
		Site Fill to Subgrade	31225	CY	\$23.00	\$718,175.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$718,175.00
		Subgrade Prep	273000	SF	\$0.13	\$35,490.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$35,490.00
		SEWER																	
		4" PVC Sewer Lateral	45	Each	\$1,700.00	\$76,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$76,500.00
	There is 1061' of 8" PVC and 849' of 18" PVC, 8" PVC is closer to \$60 per LF	8" PVC Sewer Line	1915	LF	\$60.00	\$114,900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$114,900.00
	I counted 5 60" SS manholes and 7 48" manholes, 60" manhole is around \$5,000	Sewer Manhole Precast	2	Each	\$5,000.00	\$10,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$10,000.00
	Add a line item for testing, cleaning, and inspections		1	LS	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00
	Add a line for the two connections to the existing sewer		2	Each	\$2,000.00	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,000.00
		CULINARY WATER																	
	There is 1889' of 8" PVC and 387' of 12" PVC, 8" PVC is about \$60 per LF	8" Culinary Water	2285	LF	\$60.00	\$137,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$137,100.00
	I counted 7 8" valves and 2 12" vales	8" Gate Valve	9	Each	\$2,000.00	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$18,000.00
		8" Water MJ Fittings	10	Each	\$850.00	\$8,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,500.00
		Connect to Existing Water	3	Each	\$2,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
	I counted 6 fire hydrants	Fire Hydrant Assembly	6	Each	\$6,500.00	\$39,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$39,000.00
		1" Water Service Lateral	45	Each	\$1,700.00	\$76,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$76,500.00
		2" Blowoff	1	Each	\$1,600.00	\$1,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,600.00
	Add a line item for testing, cleaning, and inspections		1	LS	\$2,867.00	\$2,867.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,867.00
		PRESSURIZED IRRIGATION																	
	Low, closer to \$45 per LF	6" PVC Pipe	1850	LF	\$45.00	\$83,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$83,250.00
		6" Gate Valve	6	Each	\$1,400.00	\$8,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,400.00
		6" Fittings	9	Each	\$650.00	\$5,850.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,850.00
	Low, closer to \$60 per LF	8" PVC Pipe	480	LF	\$60.00	\$28,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$28,800.00
		8" Gate Valve	3	Each	\$2,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
		2" Blowoff Pressurized Irrigation	1	Each	\$1,500.00	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,500.00
		1" Irrigation Service	45	Each	\$1,700.00	\$76,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$76,500.00
		Connect to Existing PI	3	Each	\$2,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
	Add a line item for testing, cleaning, and inspections		1	LS	\$2,163.00	\$2,163.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,163.00
		STREETS																	
	Local roads/trails have 3" asphalt. 1000 South and Lake Shore have 4"	Asphalt 3" - Standard Road	153990	SF	\$1.20	\$184,788.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$184,788.00
	Local roads/trails have 8" roadbase. 1000 South and Lake Shore have 9"	Roadbase 8" Hauled, Placed & Compacted	153990	SF	\$0.90	\$138,591.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$138,591.00
	1000 South/Lake Shore have 14" roadbase. Local roads have 12"	Sub Base 14" Hauled, Placed & Compacted	153990	SF	\$1.25	\$192,487.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$192,487.50
		24" Curb & Gutter (4" untreated base course included)	7525	LF	\$20.00	\$150,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$150,500.00
		Sidewalk 4" Thick (4"untreated base course included)	31915	SF	\$6.50	\$207,447.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$207,447.50
		ADA Ramp (6" concrete 6" base course included)	10	Each	\$2,000.00	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$20,000.00
		Curb Tie In	34	Each	\$450.00	\$15,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$15,300.00
		STORM DRAINAGE																	
		15" RCP Storm Drain	3030	LF	\$45.00	\$136,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$136,350.00
		Curb Inlet 2' x 3' x 4'	14	Each	\$2,500.00	\$35,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$35,000.00
		Double Curb Inlet 2' x 3' x 4'	10	Each	\$4,500.00	\$45,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$45,000.00
		Storm Drain Connection	3	Each	\$2,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
		Storm Drain Manhole	20	Each	\$4,500.00	\$90,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$90,000.00
	Add a line item for testing, cleaning, and inspections		1	LS	\$3,123.50	\$3,123.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,123.50
		CONSTRUCTION MANAGEMENT/MISC.																	
		Construction Staking	1	LS	\$40,000.00	\$40,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,000.00
		Signage	1	LS	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00
		Subdivision Monument	2	Each	\$450.00	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$900.00
		LANDSCAPING 10-2315-000																	
		Parkstrip Landscaping	49785	SF	\$4.00	\$199,140.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$199,140.00

\$2,980,962.50 Available for Release

\$298,096.25 Durability Period

ICG Amount	\$3,279,058.75
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Street Lights	10-4410-276		
Street Lights	14	Each	\$ 5,000.00
			\$ 70,000.00

Total Fees	\$70,000.00
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Total Bond & Fees \$3,349,058.75



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 26, 2022**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a resolution declaring property to be surplus and disposed of to UDOT.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

UDOT has approached the city with a request for the city to divest any interest the city may have in parcels within the North County Boulevard right-of-way. This is part of State Road-129 (SR-129) which is a UDOT road.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the resolution declaring property to be surplus and disposed of to UDOT and authorize the city to sign the quit claim deeds.

SUPPORTING DOCUMENTS

- 07.26.22 - Surplus Property to UDOT (DOC)
- 07.26.22 - Surplus Property to UDOT 140030383 (PDF)
- 07.26.22 - Quit Claim Deed - 140170272 (PDF)

RESOLUTION NO. _____**A RESOLUTION DECLARING A CERTAIN PARCELS OF PROPERTY TO BE SURPLUS PROPERTY OF THE CITY, PROVIDING FOR THE DISPOSITION THEREOF TO A SPECIFIC GOVERNMENTAL ENTITY, AND DECLARING A SIGNIFICANT PUBLIC PURPOSE JUSTIFYING SUCH PROPERTY DISPOSITION.**

WHEREAS, the City of American Fork, Utah (hereinafter referred to as "the City"), owns parcels of property in the North County Boulevard right-of-way, and

WHEREAS, it is the considered opinion of the American Fork City Council that the aforesaid parcels should be disposed of to the Utah Department of Transportation (UDOT), and

WHEREAS, Section 3.32.020 of the Code of the City of American Fork, Utah, allows the sale of property by sale, trade, lease, sub-lease or other means deemed to be in the best interest of the city by the city council; and

WHEREAS, the American Fork City Council finds and determines that the disposal of these parcels is in the best interests of the City of American Fork, and

WHEREAS, a public hearing was held on the 26 day of July, 2022, regarding the proposed declaring to be surplus of the above-referenced properties, at which time public comment was entertained; and

WHEREAS, the matter was further discussed by the City Council in a duly-called regular session of the City Council on the 26 day of July, 2022; and

WHEREAS, having discussed the matter and having received and considered public comment, the American Fork City Council desires to declare surplus said parcels and to dispose of the above listed parcels to UDOT as set forth in this Resolution and in accordance with the provisions of Section 3.32.020 of the Code of the City of American Fork, Utah).

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council hereby declares these parcels to be surplus property of the City to be disposed of to UDOT.
2. That the disposal of these parcels is believed and declared to be in the best interest of the city.
3. That the Mayor is authorized to execute the deeds.
4. That the sections, paragraphs, sentences, clauses, and phrases of this Resolution

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

PASSED by the City Council of American Fork City this 26 day of July, 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 07.26.22 - Surplus Property to UDOT (Surplus Property - North County Boulevard)

WHEN RECORDED, MAIL TO:
 Utah Department of Transportation
 Right of Way, Fourth Floor
 Box 148420
 Salt Lake City, Utah 84114-8420

Quit Claim Deed (CITY)

Utah County

Tax ID No. 14:003:0383
 Pin No. 17293
 Project No. NEWPROJ(17293)
 Parcel No. 103D:2

American Fork City, Grantor, a municipal corporation of the State of Utah hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 SW1/4 and NW1/4 SW1/4 of Section 6 T.5S., R.2E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest Corner of said Section 6, which corner is 5.19 feet perpendicularly distant easterly from the SR-129 Control Line, at Engineer Station 393+99.16, which corner is also on the boundary between Highland City and American Fork City as shown on the Corporate City Limits of Highland Local Entity Plat, recorded on July 13, 1977 as Entry No. 21911 and Map No. 1817 in the office of the Utah County Surveyor; and running thence N.00°06'11"W. 1,967.13 feet along the section line and said Local Entity Plat to a point on the on the boundary between Cedar Hills City and American Fork City as shown on the 4800 West Annexation Local Entity Plat, recorded on January 16, 2007 as Entry No. 24275 and Map No. 12119 in the office of the Utah County Surveyor; thence East 59.36 feet along said Local Entity Plat to a point on the

CONTINUED ON PAGE 2
 CITY RW-05CY (12-01-03)

Pin No. 17293
 Project No. NEWPROJ(17293)
 Parcel No. 103D:2

easterly right of way line of SR-129 (North County Blvd.); thence the following nineteen (19) courses which are along said right of way line: (1) South 62.00 feet to a point of non-tangent curvature; (2) southwesterly 23.68 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of $90^{\circ}28'11''$, the chord of which bears $S.44^{\circ}45'54''W.$ 21.30 feet; (3) $S.00^{\circ}28'12''E.$ 48.06 feet to a point of curvature; (4) southeasterly 46.15 feet along the arc of a 5,664.14-foot radius curve to the right, through a central angle of $00^{\circ}28'01''$, the chord of which bears $S.00^{\circ}14'03''E.$ 46.15 feet; (5) South 165.66 feet to a point of curvature; (6) southeasterly 23.56 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of $89^{\circ}58'58''$, the chord of which bears $S.45^{\circ}00'00''E.$ 21.21 feet to a point of non-tangency; (7) South 40.01 feet; (8) West 28.19 feet; (9) South 219.13 feet; (10) East 30.38 feet; (11) South 33.89 feet to a point of curvature; (12) southwesterly 23.68 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of $90^{\circ}26'49''$, the chord of which bears $S.44^{\circ}48'55''W.$ 21.30 feet; (13) $S.00^{\circ}24'21''E.$ 838.94 feet; (14) $S.00^{\circ}27'54''E.$ 100.12 feet; (15) $S.00^{\circ}06'13''E.$ 141.27 feet to a point of curvature; (16) southeasterly 23.15 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of $88^{\circ}25'37''$, the chord of which bears $S.44^{\circ}19'14''E.$ 20.92 feet to a point of non-tangency; (17) $S.01^{\circ}03'16''E.$ 52.05 feet to a point of non-tangent curvature; (18) southwesterly 24.04 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of $91^{\circ}50'03''$, the chord of which bears $S.45^{\circ}49'37''W.$ 21.55 feet; (19) $S.00^{\circ}06'13''E.$ 144.22 feet to a point on the south section line of said Section 6; thence $S.89^{\circ}30'32''W.$ 50.97 feet along said section line to the point of beginning. The above described parcel of land contains 93,703 square feet or 2.151 acres in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings, unless otherwise noted.).

Pin No. 17293
 Project No. NEWPROJ(17293)
 Parcel No. 103D:1

AMERICAN FORK CITY

 Bradley J. Frost, Mayor

Attest: _____
 Terilyn Lurker, City Recorder

STATE OF UTAH)
 :SS
 COUNTY OF _____)

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

 NOTARY PUBLIC

Attachment: 07.26.22 - Surplus Property to UDOT 140030383 (Surplus Property - North County Boulevard)

WHEN RECORDED, MAIL TO:
 Utah Department of Transportation
 Right of Way, Fourth Floor
 Box 148420
 Salt Lake City, Utah 84114-8420

Quit Claim Deed (CITY)

Utah County

Tax ID No. 14:017:0272
 Pin No. 17293
 Project No. NEWPROJ(17293)
 Parcel No. 103D:1

American Fork City, Grantor, a municipal corporation of the State of Utah hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 SW1/4, NW1/4 SW1/4, SW1/4 NW1/4 and the NW1/4 NW1/4 of Section 18, T.5S., R.2E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point on the westerly right of way line of SR-129 (North County Blvd.), which point is 46.71 feet perpendicularly distant westerly from the SR-129 Control Line, at Engineer Station 284+14.79, which point is also 1,057.03 feet N.89°32'58"E. along the section line from the Southwest Corner of said Section 18; and running thence the following forty five (45) courses which are along said westerly right of way line and partially along that certain Quit Claim Deed recorded as Entry Number 9922:2014 on file at the office of the Utah County Recorder: (1) N.00°58'22"E. 69.45 feet; (2) N.89°06'51"W. 1.81 feet; (3) N.00°53'04"E. 199.81 feet to a point of curvature; (4) northwesterly 23.80 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 90°54'17", the chord of which bears N.44°33'28"W. 21.38 feet

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to a point of non-tangency; (5) N.01°19'49"E. 60.02 feet to a point of non-tangent curvature; (6) northeasterly 23.33 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 89°07'18", the chord of which bears N.45°26'32"E. 21.05 feet; (7) N.00°53'04"E. 149.70 feet; (8) N.00°42'07"W. 144.15 feet; (9) S.89°24'04"E. 3.61 feet; (10) N.00°29'42"E. 143.07 feet; (11) S.89°11'47"E. 2.50 feet; (12) N.00°14'25"E. 772.03 feet; (13) S.89°31'49"W. 14.26 feet; (14) N.00°28'11"W. 60.60 feet to a point of non-tangent curvature; (15) northeasterly 23.37 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 89°16'58", the chord of which bears N.44°53'05"E. 21.08 feet; (16) N.00°14'17"E. 85.71 feet; (17) N.89°31'28"E. 2.21 feet; (18) N.00°14'25"E. 163.91 feet to a point of curvature; (19) northerly 189.36 feet along the arc of a 74,952.00-foot radius curve to the left, through a central angle of 00°08'41", the chord of which bears N.00°10'04"E. 189.36 feet to a point of non-tangency; (20) N.43°27'21"W. 28.32 feet; (21) N.89°49'42"W. 6.20 feet; (22) N.00°23'00"E. 79.91 feet; (23) N.46°02'10"E. 21.40 feet; (24) N.00°30'38"E. 166.83 feet; (25) N.03°38'35"E. 93.53 feet to a point of non-tangent curvature; (26) northerly 110.03 feet along the arc of a 74,950.00-foot radius curve to the left, through a central angle of 00°05'03", the chord of which bears N.00°14'01"W. 110.03 feet; (27) N.00°42'57"W. 412.73 feet; (28) N.00°27'53"W. 490.95 feet; (29) N.00°27'10"W. 135.52 feet to a point of curvature; (30) northwesterly 23.56 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 89°58'58", the chord of which bears N.45°27'12"W. 21.21 feet to a point of non-tangency; (31) N.00°25'10"W. 60.00 feet to a point of non-tangent curvature; (32) northeasterly 23.56 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 89°58'58", the chord of which bears N.44°33'28"E. 21.21 feet; (33) N.00°25'51"W. 227.63 feet to a point of curvature; (34) northerly 287.30 feet along the arc of a 5,598.00-foot radius curve to the right, through a central angle of 02°56'26", the chord of which bears N.01°02'22"E. 287.27 feet to a point of reverse curvature; (35) northwesterly 24.20 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 92°26'33", the chord of which bears N.43°46'04"W. 21.66 feet to a point of non-tangency; (36) N.03°25'10"E. 60.11 feet to a point of non-tangent

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curvature; (37) northeasterly 23.07 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of $88^{\circ}06'27''$, the chord of which bears $N.45^{\circ}56'50''E$. 20.86 feet to a point of reverse curvature; (38) northerly 90.65 feet along the arc of a 5,502.00-foot radius curve to the right, through a central angle of $00^{\circ}56'38''$, the chord of which bears $N.01^{\circ}24'53''E$. 90.64 feet to a point of non-tangency; (39) $S.89^{\circ}58'00''W$. 10.30 feet; (40) $N.00^{\circ}36'01''W$. 265.26 feet to a point of curvature; (41) northwesterly 39.02 feet along the arc of a 25.00-foot radius curve to the left, through a central angle of $89^{\circ}25'59''$, the chord of which bears $N.45^{\circ}19'02''W$. 35.18 feet to a point of non-tangency; (42) $N.00^{\circ}02'03''W$. 50.01 feet; (43) $N.89^{\circ}57'57''E$. 36.29 feet; (44) $N.00^{\circ}34'42''W$. 570.46 feet; (45) $N.12^{\circ}45'30''W$. 38.45 feet to a point on the northerly section line of said Section 18; thence $N.89^{\circ}31'59''E$. 137.92 feet along said section line to a point on the easterly right of way line of said SR-129 (North County Blvd.); thence the following forty six (46) courses which are along said easterly right of way line: (1) $S.02^{\circ}58'13''E$. 31.78 feet; (2) $S.45^{\circ}43'11''W$. 34.13 feet; (3) $S.01^{\circ}31'01''E$. 403.16 feet to a point of curvature; (4) southerly 133.79 feet along the arc of a 5,054.00-foot radius curve to the right, through a central angle of $01^{\circ}31'00''$, the chord of which bears $S.00^{\circ}45'31''E$. 133.79 feet to a point of non-tangency; (5) $S.72^{\circ}41'59''W$. 8.36 feet to a point of non-tangent curvature; (6) southerly 160.49 feet along the arc of a 5,046.00-foot radius curve to the right, through a central angle of $01^{\circ}49'20''$, the chord of which bears $S.00^{\circ}56'20''W$. 160.48 feet to a point of non-tangency; (7) $S.43^{\circ}07'05''E$. 19.76 feet; (8) $S.02^{\circ}03'09''W$. 60.04 feet; (9) $S.46^{\circ}41'49''W$. 19.92 feet; (10) $S.02^{\circ}03'14''W$. 26.58 feet; (11) $S.00^{\circ}35'41''E$. 77.80 feet; (12) $S.89^{\circ}55'19''W$. 3.58 feet; (13) $S.02^{\circ}03'14''W$. 131.59 feet to a point of curvature; (14) southerly 217.64 feet along the arc of a 7,454.00-foot radius curve to the left, through a central angle of $01^{\circ}40'22''$, the chord of which bears $S.01^{\circ}13'03''W$. 217.63 feet to a point of non-tangency; (15) $S.46^{\circ}51'08''E$. 20.45 feet; (16) $S.89^{\circ}43'34''E$. 14.00 feet; (17) $S.00^{\circ}02'13''W$. 61.38 feet; (18) $S.89^{\circ}48'01''W$. 14.01 feet; (19) $S.44^{\circ}57'34''W$. 18.32 feet to a point of non-tangent curvature; (20) southerly 36.86 feet along the arc of a 7,452.00-foot radius curve to the left, through a central angle of $00^{\circ}17'00''$, the chord of which bears $S.00^{\circ}26'27''E$. 36.86 feet; (21) $S.00^{\circ}34'57''E$. 844.90 feet;

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(22) S.60°07'01"E. 19.72 feet; (23) S.00°34'57"E. 8.25 feet; (24) S.89°33'10"E. 15.93 feet; (25) S.00°26'50"W. 47.78 feet to a point of non-tangent curvature; (26) southwesterly 39.47 feet along the arc of a 25.00-foot radius curve to the left, through a central angle of 90°28'07", the chord of which bears S.45°10'30"W. 35.50 feet; (27) S.00°03'40"E. 342.42 feet; (28) S.07°00'52"W. 17.47 feet; (29) southerly 429.20 feet along the arc of a 75,050.00-foot radius curve to the right, through a central angle of 00°19'40", the chord of which bears S.00°09'14"E. 429.20 feet to a point of non-tangency; (30) S.44°29'09"E. 18.64 feet; (31) S.89°49'42"E. 55.60 feet; (32) S.00°10'18"W. 66.04 feet; (33) S.65°43'43"W. 73.01 feet; (34) S.00°08'35"W. 132.33 feet; (35) West 3.98 feet; (36) S.00°04'09"W. 151.45 feet; (37) S.89°55'43"E. 0.98 feet; (38) S.00°14'19"W. 311.76 feet; (39) S.00°39'34"W. 60.00 feet; (40) S.00°14'25"W. 927.94 feet; (41) S.03°28'03"W. 102.69 feet; (42) S.01°20'45"W. 267.18 feet; (43) S.89°31'09"E. 15.11 feet; (44) S.00°28'50"W. 49.49 feet to a point of non-tangent curvature; (45) southwesterly 23.40 feet along the arc of a 15.00-foot radius curve to the left, through a central angle of 89°23'30", the chord of which bears S.45°40'16"W. 21.10 feet; (46) S.00°58'19"W. 67.19 feet to a point on the southerly section line of said section 18; thence S.89°32'58"W. 95.48 feet along said section line to the point of beginning. The above described parcel of land contains 562,752 square feet or 12.919 acres in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings, unless otherwise noted.)

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AMERICAN FORK CITY

 Bradley J. Frost, Mayor

Attest: _____
 Terilyn Lurker, City Recorder

STATE OF UTAH)
 :SS
 COUNTY OF _____)

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

 NOTARY PUBLIC

Attachment: 07.26.22 - Quit Claim Deed - 140170272 (Surplus Property - North County Boulevard)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 26, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution to accept/reject the C&N Taylorsville petition for annexation consisting of .98 acres at approximately 1700 North and North County Boulevard.

SUMMARY RECOMMENDATION

Staff's recommendation is to accept the petition for annexation with condition the property will be annexed into the adopted underlying Land Use Zone: Schools and Public Facilities, and an annexation agreement will be prepared which would include, at minimum, dedication of right-of-way along 1750 North, and the remittance of appropriate water rights, to be executed as a condition of annexation.

Parcels 14:003:0400 (UDOT), 14:003:0402(UDOT), 14:003:0404 (UDOT), 14:003:0397 (Utah County) and 14:003:0403 (Cedar Hills), 14:003:0405 (Cedar Hills) should also be annexed as condition along with parcel 14:003:0399 (petitioners parcel). All of these pieces are currently unincorporated parcels and should be included in the annexation.

BACKGROUND

American Fork City received a Notice of Intent to File an Annexation Petition from C&N Taylorsville LLC, known as the C&N Taylorsville Annexation in March of 2022. This property currently consists of 0.978 acres and is located at approximately 1700 North and North County Boulevard, adjacent to the new Station 52 property. The parcel has a land use designation of Schools and Public Facilities (PF Zone), which was adopted in August of 2020. The applicant purchased the property in September of 2021.

If the council chooses to accept this petition, it will allow the city and applicant to move forward in the annexation process which will include a 30-day protest period after the petition is certified and proper notices are given.. After the protest period, an annexation agreement will be prepared and a public hearing will be held. City Council can then choose to adopt an ordinance of annexation.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the resolution accepting the petition for annexation of the C&N Taylorsville Annexation consisting of 0.978 acres and located in the area of 1700 North and North County Boulevard with the following conditions: 1) that, if annexed, the property be annexed into the Schools and Public Facilities Land Use Designation (PF Zone), 2) Parcels 14:003:0400 (UDOT), 14:003:0402(UDOT), 14:003:0404 (UDOT), 14:003:0397 (Utah County), 14:003:0405 (Cedar Hills) and 14:003:0403 (Cedar Hills) shall also be part of the annexation, and 3) The annexation agreement include, at minimum, dedication of right-of-way along 1750 North and remittance of necessary water rights.

Or

Move to deny the resolution accepting the petition for annexation of the C&N Taylorsville Annexation.

SUPPORTING DOCUMENTS

Resolution accepting petition (PDF)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 1.313 ACRES LOCATED AT APPROXIMATELY 1700 NORTH AND NORTH COUNTY BOULEVEARD, KNOWN AS THE C&N TAYLORSVILLE ANNEXATION, FROM C&N TAYLORSVILLE LLC, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on June 28, 2022, the owners of certain real property, C&N Taylorsville, LLC, filed a petition with the city recorder requesting that property located at approximately 1700 North and North County Boulevard be annexed into the corporate boundaries of American Fork City; and

WHEREAS, the petitioners indicate that said property proposed for annexation lies contiguous to the present boundaries of American Fork City and the petitioners have caused an accurate plat or map of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat or map with the city recorder; and

WHEREAS, the area proposed for annexation is within the proposed annexing municipality's Annexation Policy Declaration Expansion Area; and

WHEREAS, said petition contains the signature of the owner of private real property that: 1) is located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; and covers 100% of the private land area within the area proposed for annexation, if the area is within an agriculture protection area created under Title 17, Chapter 41, Agriculture Protection Area; and 3) is equal in value to at least 1/3 of the value of all the private real property within the area proposed for annexation; and

WHEREAS, said petition appears to comply with requirements of Section 10-2-402 and Section 10-2-403, Utah Code Annotated, 1953 as amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH:

SECTION 1. American Fork City hereby acknowledges receipt of a written notice from the owners of real property requesting that their respective property be annexed into American Fork City in accordance with the terms of the State law relating to annexations (UCA 10-2-403). A copy of the request signed by the owners of the parcel requesting the annexation is set forth on Exhibit A.

Further, a map showing the location of the parcels included within the proposed annexation area and the boundary description of the proposed annexation area is set forth on Exhibit B, which exhibits are attached hereto and by this reference made part of this Resolution.

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 1.313 acres of real property knowns as the C&N Taylorville Annexation as

set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code §10-2-405(2).

SECTION 3. The American Fork City Council accepts the petition for annexation with condition the property will be annexed into the adopted underlying Schools and Public Facilities Land Use designation.

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this ____ day of _____, 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Resolution accepting petition (C&N Taylorsville Annexation)



Petition for Annexation

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

Name of Annexation: C&N TAYLORSVILLE LLC - AMERICAN FORK

Approximate Location: 9826 NORTH 4800 WEST, AMERICAN FORK, UTAH

Name: C&N TAYLORSVILLE LLC Address: 6616 WEST 10760 NORTH-HIGHWAY, UTAH 840
 Phone Number: 801-971-2596 Email: KURTOSTIERE@A1400.COM
 Signature: [Signature] Tax ID #: 83-2941881

Name: _____ Address: _____
 Phone Number: _____ Email: _____
 Signature: _____ Tax ID #: _____

Name: _____ Address: _____
 Phone Number: _____ Email: _____
 Signature: _____ Tax ID #: _____

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

(Attached additional sheets if needed)

****Please note: a copy of this petition must be delivered to the Utah County Clerk the day this is submitted to the American Fork City Recorder****

Attachment: Resolution accepting petition (C&N Taylorsville Annexation)

**CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY**

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a manager or member-manager (a "**Manager**") of the limited liability company (the "**LLC**") described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached "Petition for Annexation" (the "**Petition**"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Partnership.

Dated this 20 day of June, 2021: 2022

 _____, Manager
(Manager's Signature)

KURT OSTER
(Print Manager's Signature)

C+N TAYLORSVILLE LLC
(Print Name of LLC)

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

Attachment: Resolution accepting petition (C&N Taylorsville Annexation)





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 26, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a master lease agreement with Bancorp for the lease of five vehicles.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

In 2021, a cost-comparison analysis was conducted by police department personnel between purchasing and leasing police administrative/detective vehicles over a 15-year period. It was determined that leasing administrative and/or detective police vehicles through Bancorp's government leasing program would constitute a significant amount of savings for the city.

This item is a Bancorp master lease agreement for the 2-year lease of five 2022 Ford F-150 Lariats (one for city administration and four for the police department.) This lease period will serve as a pilot lease program to potentially expand within the police department. These four trucks will be assigned to the department's administrators.

BUDGET IMPACT

See agreement

SUGGESTED MOTION

Move to approve the master lease agreement with Bancorp for the lease of five vehicles and authorize the city to sign the necessary agreements.

SUPPORTING DOCUMENTS

07.26.22 - Bancorp Master Lease Agreement (PDF)



MASTER LEASE AGREEMENT MUNICIPAL

The Bancorp Bank ("Lessor") with offices at 917 West 600 North Suite 103, Logan UT 84321 and the undersigned

City of American Fork ("Lessee")
with offices at 51 East Main, American Fork UT 84003 hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.** ☐ **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: 07/07/2022

LESSEE City of American Fork	Signature _____
ADDRESS	Title _____
	Signature _____
	Title _____
Signature _____	
Title _____	
Signature _____	
Title _____	LESSOR The Bancorp Bank
Signature _____	Signature 
Title _____	Title <i>AUP, Leasing</i>



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/07/2022, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and City of American Fork (Lessee).

Customer # 23560

Date 07/07/2022

Unit # TBD

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	51 E Main St American Fork, UT 84003 Utah County County
VIN	
1FTFW1E83NKD43149	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Gray		UT	15,000

Term & Frequency 2 Annual

Security Deposit \$0.00

Base Payment \$2,727.00

Downpayment \$0.00

Sales / Use Tax Exempt

Termination Value \$39,800.00

Total Periodic Annual Payment \$2,727.00

Estimated Initial Tax & Tags \$0.00

Interim Rent \$0.00

Additional Terms and Conditions:

LESSEE City of American Fork		Signature _____	
Signature _____		Title _____	
Title _____			
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature <u>[Signature]</u>	
		Title <u>AVP, Leasing</u>	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/07/2022, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and City of American Fork (Lessee).

Customer # 23560

Date 07/07/2022

Unit # TBD

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	51 E Main St American Fork, UT 84003 Utah County County
VIN	
1FTFW1E8XNKD43150	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Gray		UT	15,000

Term & Frequency 2. Annual

Security Deposit \$0.00

Base Payment \$2,727.00

Downpayment \$0.00

Sales / Use Tax Exempt

Termination Value \$39,800.00

Total Periodic Annual Payment \$2,727.00

Estimated Initial Tax & Tags \$0.00

Interim Rent \$0.00

Additional Terms and Conditions:

LESSEE City of American Fork		Signature _____	
Signature _____		Title _____	
Title _____			
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature <u>[Signature]</u>	
		Title <u>AVP, Leasing</u>	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/07/2022, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and City of American Fork (Lessee).

Customer # 23560Date 07/07/2022Unit # TBD

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	51 E Main St American Fork, UT 84003 Utah County County
VIN	
1FTFW1E81NKD43151	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Blue	Gray		UT	15,000

Term & Frequency 2- AnnualSecurity Deposit \$0.00Base Payment \$2,727.00Downpayment \$0.00Sales / Use Tax ExemptTermination Value \$39,800.00Total Periodic Annual Payment \$2,727.00Estimated Initial Tax & Tags \$0.00Interim Rent \$0.00

Additional Terms and Conditions:

LESSEE City of American Fork		Signature _____	
Signature _____		Title _____	
Title _____			
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature <u>[Signature]</u>	
		Title <u>AVP, Leasing</u>	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/07/2022, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and City of American Fork (Lessee).

Customer # 23560Unit # TBDDate 07/07/2022

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	51 E Main St American Fork, UT 84003 Utah County County
VIN	
1FTFW1E83NKD43152	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Silver	Gray		UT	15,000

Term & Frequency 2 AnnualSecurity Deposit \$0.00Base Payment \$2,727.00Downpayment \$0.00Sales / Use Tax ExemptTermination Value \$39,800.00Total Periodic Annual Payment \$2,727.00Estimated Initial Tax & Tags \$0.00Interim Rent \$0.00

Additional Terms and Conditions:

LESSEE City of American Fork		Signature _____	
Signature _____		Title _____	
Title _____			
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature <u><i>[Signature]</i></u>	
		Title <u>AVP, Leasing</u>	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/07/2022, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and City of American Fork (Lessee).

Customer # 23560Date 07/07/2022Unit # TBD

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	51 E Main St American Fork, UT 84003 Utah County County
VIN	
1FTFW1E85NKD43153	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Gray	Gray		UT	15,000

Term & Frequency 2 AnnualSecurity Deposit \$0.00Base Payment \$2,727.00Downpayment \$0.00Sales / Use Tax ExemptTermination Value \$39,800.00Total Periodic Annual Payment \$2,727.00Estimated Initial Tax & Tags \$0.00Interim Rent \$0.00

Additional Terms and Conditions:

LESSEE City of American Fork		Signature _____	
Signature _____		Title _____	
Title _____		_____	
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature <u>[Signature]</u>	
		Title <u>AUP, Leasing</u>	