

AMERICAN FORK CITY COUNCIL  
AUGUST 16, 2022  
WORK SESSION AGENDA

*Notice of Electronic Meeting*

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

Notice is hereby given that the American Fork City Council will meet in a work session on Tuesday, August 16, 2022, in the City Administration Conference Room, located at 51 East Main Street, commencing at 4:00 p.m. The agenda shall be as follows:

WORK SESSION

*The purpose of City Work Sessions is to prepare the City Council for upcoming agenda items on future City Council Meetings. The Work Session is not an action item meeting. No one attending the meeting should rely on any discussion or any perceived consensus as action or authorization. These come only from the City Council Meeting.*

1. Discussion on possible changes to Chapter 15.01 of the city code pertaining to dead-end streets in new developments.
2. Discussion on an interlocal agreement with Utah County, Lehi, and Highland regarding the operation, maintenance, and management of the North County Equestrian Park.
3. Adjourn.

Dated this 12th day of August 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.

# CITY COUNCIL STUDY ITEM

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City of American Fork  
COUNCIL WORK SESSION  
AUGUST 16, 2022

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Department Recorder

Department Terilyn Lurken

**STUDY ITEM** Discussion on possible changes to Chapter 15.01 of the city code pertaining to dead-end streets in new developments.

**BACKGROUND**

Staff will discuss with the council possible options for changes to Chapter 15. 01 of the code pertaining to dead-end streets.

**SUPPORTING DOCUMENTS**

# CITY COUNCIL STUDY ITEM

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## City of American Fork COUNCIL WORK SESSION AUGUST 16, 2022

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Department Recorder

Department *Terilyn Lurken*

**STUDY ITEM** Discussion on an interlocal agreement with Utah County, Lehi, and Highland regarding the operation, maintenance, and management of the North County Equestrian Park.

The cities of American Fork, Highland, and Lehi have been working with representatives from Utah County to prepare a draft agreement for the cities to assume the operation, maintenance, and management of the North County Equestrian Park. The attached contract outlines the terms and conditions of the proposed interlocal agreement.

Previously Utah County considered the sale and development of the property to a private group. No guarantee of continued public access or use of the property was anticipated with the sale of the property. This agreement ensures that the North County Equestrian Park will continue to be accessible to the public for uses similar to, and including those that currently exist. Improvements may be made to the property or additional uses may be allowed if agreeable to the parties to the agreement.

Staff will present the draft agreement which includes modifications by the County and Cities and welcomes a discussion regarding the contents of the proposed interlocal contract.

### **SUPPORTING DOCUMENTS**

08.16.22 - Equestrian Park Interlocal Council Discussion 8.16.22 (DOCX)

Agreement No. 2022-\_\_-\_\_

**INTERLOCAL COOPERATION AGREEMENT****Between****UTAH COUNTY AND AMERICAN FORK CITY, HIGHLAND CITY, AND LEHI CITY  
For  
OPERATION, MAINTENANCE, AND MANAGEMENT OF THE NORTH COUNTY  
EQUESTRIAN PARK**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between UTAH COUNTY (the “COUNTY”), a body corporate and politic of the State of Utah and AMERICAN FORK CITY (“AMERICAN FORK”), a municipal corporation created under the laws of the State of Utah, HIGHLAND CITY (“HIGHLAND”), a municipal corporation created under the laws of the State of Utah, and LEHI CITY (“LEHI”), a municipal corporation created under the laws of the State of Utah (collectively the “CITIES”). The COUNTY and the CITIES may be referred to jointly as the “Parties”.

**RECITALS:**

**WHEREAS**, the Parties are authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code to enter into agreements that enable them to make the most efficient use of their powers and resources; and

**WHEREAS**, the COUNTY desires to obtain outside services to operate, maintain, and manage the North Utah County Equestrian Park located at 9450 North 6800 West, tax parcel 12:055:0115 (the “Equestrian Park”); and

**WHEREAS**, the CITIES desire to provide those services to the COUNTY;

**WHEREAS**, each of the Parties held duly noticed public meetings wherein this Agreement was considered, and an Authorizing Resolution was presented for approval; and

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the COUNTY and the CITIES hereby agree as follows:

**Section 1. PURPOSES.**

This Agreement has been established and entered into between the COUNTY and the CITIES for the purpose of outlining the respective rights and responsibilities of the COUNTY and the CITIES in the operation, maintenance, and management of the Equestrian Park.

**Section 2. TERM.**

The term of this Agreement shall be ten years, beginning January 1, 2023 and ending December 30,

2032. Each Party may terminate the Agreement without cause pursuant to Section 6 below

This Agreement may be extended for three additional ten-year terms by means of a writingsigned by all Parties.

### **Section 3. OPERATION, MAINTENANCE, MANAGEMENT, AND CAPITAL IMPROVEMENTS**

The CITIES will operate, maintain, and manage (“Operations”) the Equestrian Park as described in Exhibit A, attached hereto, and incorporated into this Agreement. Such Operations shall be performed to the same standards and in the same manner as those performed within each respective city. COUNTY shall have a right of annual inspection to ensure standards are maintained. CITIES will be responsible for coordinating with planning and zoning departments of CITIES and COUNTY for all activities that might require planning or zoning approvals, and apprise those departments of all changes to operation plans.

The CITIES will have responsibility for security at the Equestrian Park, and will maintain keys. CITIES will provide reasonable access to the facilities to COUNTY and COUNTY representatives upon request.

The CITIES will have responsibilities for maintenance of the facility and shall coordinate with the County on capital improvements during the term of this Agreement, , and shall provide COUNTY with a capital improvement plan identifying proposed projects by items or areas to be improved, funding source(s), and timeline.

During the term of the Agreement, the CITIES shall prepare and send annual reports to the COUNTY detailing 1) income and revenues, 2) status of projects, including any capital improvements by timeline and funding source, on the EquestrianPark property; and 3) changes in operations and management. At the request of COUNTY, a representative of CITIES will present the information in the report at a public meeting of the County Commission at a mutually convenient date.

COUNTY retains the right to lease, sublease, license, or grant other uses on parts of the land to third parties, such as existing cellphone towers or other revenue generating activities that are beneficial to the community in the view of COUNTY. Said uses shall not limit or impact services or operations provided by CITIES.

The John Deere Tractor owned or used by COUNTY and currently located at the Equestrian Park may not remain there or be available for CITIES for operations or management. Specifically, a tractor and tuff shed at the location may be relocated prior to or contemporaneous with commencement of the Agreement. Other equipment such as drags, water truck, maintenance tools and equipment shall remain on the property for use at the facility.

### **Section 4. LIABILITY AND INDEMNIFICATION.**

The CITIES and the COUNTY are governmental entities under the Utah Governmental

Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

The Parties agree to indemnify and hold each other, their agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of either Party, its officers, agents, and employees.

CITIES shall assume liability, to the extent any exists, to third parties from uses, activities, or events hosted at the Equestrian Park during the term of this Agreement, and shall be responsible for any liability waivers, policies, or procedures required of users during the term of the Agreement.

#### **Section 5. INSURANCE.**

Each Party to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

#### **Section 6. TERMINATION.**

This Agreement may be terminated with or without cause by any party upon at least 360 days prior written notice to the other parties. Prior to COUNTY retaking possession of the Equestrian Park property, COUNTY shall have a right to walk through the property and document any damage, debris, refuse, or similar issues, which CITIES are obligated to remedy, at CITIES' expense, prior to the termination. A current assessment and inventory of the facility should be documented prior to final execution of this Agreement.

#### **Section 7. NOTICES.**

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received 1) upon personal delivery or actual receipt thereof, or 2) within three days after such notice is deposited

in the United States mail, postage pre-paid, and certified and addressed as follows:

COUNTY: 2855 South State  
Provo, UT 84606

AMERICAN FORK: 51 East Main Street  
American Fork, Utah 84003

HIGHLAND: 5400 W Civic Center Dr. Ste 1  
Highland, Utah 84003

LEHI: 153 North 100 East  
Lehi, Utah 84043

#### **Section 8. AGENCY.**

No agent, employee or servant of the CITIES or the COUNTY is or shall be deemed to be an employee, agent, or servant of the other Parties. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. The CITIES and the COUNTY shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The CITIES act as independent contractors and are not employees or agents of the COUNTY.

#### **Section 9. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

#### **Section 10. GOVERNING LAW.**

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

#### **Section 11. NO PRESUMPTION**

All parties have participated in preparing this agreement. Therefore, the parties stipulate that any court interpreting or construing the agreement shall not apply the rule of construction that the agreement should be more strictly construed against the drafting party.

## **Section 12. BINDING AGREEMENT**

This agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

## **Section 13. INTERLOCAL COOPERATION ACT**

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the CITIES and the COUNTY, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

## **Section 14. ENTIRE AGREEMENT AND AMENDMENT**

This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below:

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**UTAH COUNTY**

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

ATTEST:

\_\_\_\_\_

Approval as to form:

\_\_\_\_\_  
County Attorney

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**AMERICAN FORK CITY**

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

ATTEST:

\_\_\_\_\_

Approval as to form:

\_\_\_\_\_  
City Attorney

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**HIGHLAND CITY**

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

ATTEST:

\_\_\_\_\_

Approval as to form:

\_\_\_\_\_  
City Attorney

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**LEHI CITY**

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

ATTEST:

\_\_\_\_\_

Approval as to form:

\_\_\_\_\_  
City Attorney

## EXHIBIT A OPERATIONS AND MANAGEMENT PLAN

### MISSION AND OBJECTIVES

It is the Cities intent to maintain a user-friendly park to serve the local communities. The Cities are dedicated to providing various recreation opportunities to the local communities, focusing primarily on equestrian activities. Well-maintained facilities with a high level of customer service will be a priority for the Cities.

It is the Cities' desire to take over the operation and management of the Equestrian Park and begin an evaluation of the facilities' needs and opportunities, as well as evaluate the necessary resources and available revenues to provide a premier facility to the local communities.

### STAFFING

The current level of staffing will be maintained until the Cities are able to properly assess the need to maintain the desired operations. Potential future staffing positions include Facility Director, Event Coordinator, Maintenance/Operations Supervisor, Building & Grounds Maintenance Workers, and Part-time/Seasonal Labor.

### OPERATING HOURS

Monday – Saturday, 8:00 am -10:00 pm

Closed Sunday

Mondays and Wednesdays for annual pass holders only

### USE FEES

Current use fees will remain in force until the Cities are able to properly assess the need to adjust fees according to desired maintenance levels.

Pavilion #1, #2, #3, #4 (100 people each)

Per Time Block - \$65.00 / Full day use - \$100.00

Arena Annual Pass

Individual - \$85.00 / Family (immediate family only) - \$150.00

Arena Use

Open ride - \$5.00/horse/day

Hourly arena rental - \$35.00

Full day arena rental - \$250.00

Stall Rental

Monthly rental per stall - \$50.00, plus refundable deposit - \$100.00

Reservations

To be determined based on reservation requirements

### PRIOR GRANTED WAIVERS AND USES WILL CONTINUE TO BE HONORED

Uses authorized by County and fee waivers for specific events granted prior to the effective date of this Agreement will continue to be honored throughout the term of this Agreement. Any such waivers shall be identified and presented to CITIES prior to execution of this Agreement. Waivers not identified and presented in writing shall not be accepted.

Passholders will continue to be able to use the Equestrian Park consistent with the terms of their

passes throughout the remainder of the calendar year of 2022.

### FEE COLLECTION AND BUDGET MANAGEMENT

One of the three cities as selected by the Cities will be tasked with the responsibility of maintaining the finances of the Equestrian Park. Specifically, it will be responsible for the collection of revenue and payment of expenses. The collection of use fees shall be enhanced to allow for electronic payments via web, QR, app, or other means. Further, it will be tasked with developing and publishing the annual budget for the facility.

Utilities will be put in the name of the financial city and managed and paid, to the extent necessary, by that city.

### IMPROVEMENTS

Lehi shall be provided an easement by the County to build and maintain a water tank facility on the Equestrian Park property in a location agreed upon by all Parties. County retains a right of reasonable relocation of any easements or rights of way to facilitate water tank construction and to accommodate any other County needs or priorities on the property which does not interfere with the operations of the facility.

American Fork and Highland shall develop and construct a trails system throughout the Equestrian Park that connects to the existing trails systems in their respective Cities.

Other improvements shall be developed and constructed as proposed by the Cities and agreed upon by the County. All current equipment, panels, fencing, etc. used or currently in place at the facility shall remain in place.

Additional site improvements may include but shall not be limited to the following:

- New Clear Panel siding
- Additional building lighting, security, cameras, entrance retrofit
- Remove and replace ground/footing for indoor arena
- Enhance ground/footing for outdoor arena
- Add additional overnight stalls or boarding facilities
- Erosion control/SWPPP maintenance
- Pavement maintenance
- Pavilion/open space enhancements
- Increased wayfinding and usage signage

Maintenance activities and additional improvements shall be provided by Cities through revenues, county grants, recreation or special use grants, and allocated budget installments from Cities. Cities will provide a capital improvement plan as site improvements are selected for completion, outlining details, funding sources, and timeline.

### RESTRICTIONS OF USE

Cities will maintain the Equestrian Park's current use. However, Cities may evaluate the current use and propose to County modifications of the use as is necessary to provide the best experience for all users. Any modification to the intended use of the facility shall be agreed upon by parties to this Agreement.

### FUNDING

Each of the three cities will be responsible for an equal share of financing related to the Equestrian Park's maintenance, operations. All capital improvements, including funding of said improvements shall be agreed upon by all parties to the agreement. .

### CARETAKER RESIDENCE

There will not be a caretaker residence on the property.

### RULES OF OPERATION

The specialized Rules of Operation will become more apparent to the Cities after an appropriate evaluation period, but general rules are likely to include the following:

- Facility users, including RV guest, are required to register with management and sign a Liability Release Agreement prior to utilizing the facility;
- Facilities shall be utilized at the user's own risk;

- Facility shall not be responsible for lost, stolen or damaged personal property;
- User will be responsible for any and all damage to the facilities and all portions thereof, excluding normal wear and tear;
- All accidents shall be immediately reports to Facility management;
- Sales and distribution of food and beverage or other commercial activities are not allowed without express written consent of the Facility and completion of a contractual agreement;
- Alcoholic beverages are not permitted on the premises unless provided by the Facility or its contract vendors. Alcohol shall not be removed from the Facility;
- Pets are to be kept on leashes at all times;
- Horseback riding is permitted on established trails and horse paths or in posted available arenas only;
- Horses shall not be turned loose on the property or in the arenas;
- No smoking shall be permitted;
- Overnight parking not associated with an ongoing event is not allowed, except in RV or other specifically designated areas without express written consent of the Facility;

#### EMERGENCY SERVICES

The Cities agree to provide all emergency services including police service and fire and EMS services to facility and park during the term of the agreement.

#### NAME TO REMAIN UNCHANGED

Cities may not rename the North Utah County Equestrian Park. The name is to remain the same throughout the term of this Agreement.