



AMERICAN FORK CITY COUNCIL
DECEMBER 12, 2023
*AMENDED - 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 meet in a regular session on Tuesday, December 12, 2023, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Taylor; roll call.
2. Presentation of the HERO Award to US Marine Corps Capt. Ralph Jim Chipman.
3. Honoring Council Member Shelton and Council Member Barnes for their service on the City Council.
4. Twenty-minute public comment period - limited to two minutes per person.
5. City Administrator's Report
6. Council Reports
7. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the November 14, 2023, city council minutes.
2. Approval of the November 28, 2023, city council minutes.
3. Approval of the December 5, 2023, special session minutes.
4. Approval of the authorization to release the Improvements Durability Retainer of \$6,597.80 for Rockwell Ranch Block 1 Phase 2 Landscaping, located at 1032 West 430 South.
5. Approval of the authorization to release the Improvements Durability Retainer of \$36,595.15 for Millpond Apartments, located at 79 North 1020 West.
6. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$1,161,480.76 and issue a Notice of Acceptance for the Kelton Apartments (Neighborly Ventures) construction of public improvements located at 1000 West 300 South.
7. Acceptance of an easement from Dorian Topham along the property located at 185 South 100 West.

8. *Approval of an amended agreement with Doug Smith Subaru for naming rights for Art Dye Dog Park for a start date of January 1, 2024.
9. Ratification of city payments (November 21, 2023, to December 5, 2023) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on approval of a conditional use for outdoor storage at Deer Park subdivision.
2. 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 a Final Plat, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South. The Final Plat will be for approximately 4.03 acres and will be in the PI-1 Zone.
3. Review and action on a resolution revising the TSSD Impact Fee and user fees.
4. Review and action on a contract with the State of Utah Department of Natural Resources to accept grant funding to provide improvements at the American Fork boat harbor.
5. Review and action on a resolution adopting a flagpole policy along public thoroughfares in American Fork City.
6. Review and action on an ordinance approving a code text amendment of the American Fork Municipal Code amending Section 17.5.105 titled Area of Accessory Building, to amend language related to structure size, and to clarify language related to the approval procedure to be followed.
7. Review and action on a resolution approving the multi-jurisdictional agreement for Mutual Aid, Fire, Training, Emergency Medical, and other services between various local government agencies in Utah County and American Fork City to provide Mutual Aid Assistance in instances of emergency.
8. Review and action on an agreement with Cedar Hills approving an amendment to the public safety service agreement.
9. Review and action on an ordinance setting the dates, time, and place of the 2024 City Council meetings.
10. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
11. Adjournment.

Dated this 11th day of December, 2023

/s/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
DECEMBER 12, 2023**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$6,597.80 for Rockwell Ranch Block 1 Phase 2 Landscaping, located at 1032 West 430 South.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Durability Retainer be released. The improvements were found in a condition meeting City standards for workmanship and performance after one (1) year of service.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

BUDGET IMPACT Following the release of the Improvements Durability Retainer, the City is responsible for all future maintenance and replacement costs for any publicly-owned property or improvement. In developments with Home-Owners or Unit-Owners Associations, all common area maintenance and replacement responsibilities will then fall to the Association. All privately-owned improvements will be the responsibility of the owner of the given parcel.

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$6,597.80 for Rockwell Ranch Block 1 Phase 2 Landscaping. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for ROCKWELL RANCH BLOCK 1 PHASE 2 LANDSCAPING pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

The City Council hereby authorizes the City Engineer to issue a letter to the financial guarantee institution authorizing release of the Improvement Warranty or to issue an authorized City check as appropriate for the type of guarantee provided.

Amount Released: \$6,597.80

PASSED THIS 12 DAY OF DECEMBER 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Development Name: Rockwell ranch

Development Address: 1032 W 430 S. American fork

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release
(10% Durability Release)

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

Name: McArthur homes

Address: 9962 S. Redwood Rd

City: S. Jordan State: UT Zip: 84095

Phone: _____ Email: BM@McArthur homes.com

Signature: [Signature] Date: 10/4/23

☒ Fees paid and current

Administrative Signature:

Inspector Signature:

Date: 11-30-23

Date: 11/8/12

Name of Development: Rockwell Ranch Block 1 Phase 2										Date		Date		Date		Date		Date		Date						
										1/12/2021	1. Partial	1/26/2021	2. Partial	4/27/2021	3. Partial	6/8/2021	4. Final	10/11/2022	Landscaping							
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																										
General Conditions										1	LS	\$10,000.00	\$10,000.00		\$0.00	1	\$10,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Clear and Grub										1410	CY	\$3.00	\$4,230.00		\$0.00	1410	\$4,230.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Site Fill										3000	CY	\$22.00	\$66,000.00		\$0.00	3000	\$66,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subgrade Prep										76000	SF	\$0.15	\$11,400.00		\$0.00		\$0.00	76000	\$11,400.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP										1	LS	\$7,500.00	\$7,500.00		\$0.00		\$0.00	0.5	\$3,750.00	0.5	\$3,750.00		\$0.00		\$0.00	\$0.00
SEWER																										
Tie Into Existing										4	Each	\$1,800.00	\$7,200.00	4	\$7,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10" Sewer Main										570	LF	\$46.00	\$26,220.00	570	\$26,220.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Sewer Main										1825	Each	\$42.00	\$76,650.00	1825	\$76,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5" SSMH										6	Each	\$5,100.00	\$30,600.00	6	\$30,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" SSMH										4	Each	\$4,900.00	\$19,600.00	4	\$19,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sewer Trench Import										2500	CY	\$20.00	\$50,000.00	2500	\$50,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sewer Testing										1	LS	\$3,000.00	\$3,000.00		\$0.00	1	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																										
Cinnect to Existing										3	Each	\$900.00	\$2,700.00	3	\$2,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Water Main										1895	LF	\$28.00	\$53,060.00	1895	\$53,060.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Valves										26	Each	\$2,000.00	\$52,000.00	26	\$52,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Fittings										29	Each	\$750.00	\$21,750.00	29	\$21,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Blow Offs										7	Each	\$1,800.00	\$12,600.00	7	\$12,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant										6	Each	\$5,900.00	\$35,400.00	6	\$35,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Trench Import										700	CY	\$20.00	\$14,000.00	700	\$14,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Testing										1	LS	\$4,000.00	\$4,000.00		\$0.00	1	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PRESSURIZED IRRIGATION																										
Connect to Existing										2	Each	\$750.00	\$1,500.00	1	\$750.00	1	\$750.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PI Main										1315	LF	\$25.00	\$32,875.00	315	\$7,875.00	1000	\$25,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PI Valves										4	Each	\$2,000.00	\$8,000.00		\$0.00	4	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PI Fittings										5	Each	\$750.00	\$3,750.00		\$0.00	5	\$3,750.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Blow Offs										2	Each	\$1,500.00	\$3,000.00		\$0.00	2	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PI Meter with Vault										1	Each	\$9,200.00	\$9,200.00		\$0.00	1	\$9,200.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PI Testing										1	LS	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
												\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																										
24" Curb & Gutter (4" untreated base course included)										3030	LF	\$22.00	\$66,660.00	630	\$13,860.00		\$0.00	2400	\$52,800.00		\$0.00		\$0.00		\$0.00	\$0.00
ADA Ramp										8	Each	\$2,500.00	\$20,000.00		\$0.00	8	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Concrete Sidewalk										12875	SF	\$6.50	\$83,687.50		\$0.00	3000	\$19,500.00	9875	\$64,187.50		\$0.00		\$0.00		\$0.00	\$0.00
Concrete Approaches										2230	SF	\$8.50	\$18,955.00		\$0.00		\$0.00	2230	\$18,955.00		\$0.00		\$0.00		\$0.00	\$0.00
3" Asphalt over 12" Roadbase										53260	SF	\$2.50	\$133,150.00	10080	\$25,200.00		\$0.00	43180	\$107,950.00		\$0.00		\$0.00		\$0.00	\$0.00
Mirafi										53260	SF	\$0.55	\$29,293.00	10080	\$5,544.00		\$0.00	43180	\$23,749.00		\$0.00		\$0.00		\$0.00	\$0.00
Signage										1	LS	\$3,000.00	\$3,000.00		\$0.00		\$0.00		\$0.00	1	\$3,000.00		\$0.00		\$0.00	\$0.00
STORM DRAINAGE																										
Tie Into Existing										5	Each	\$1,800.00	\$9,000.00	5	\$9,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
30" RCP Storm Drain										315	LF	\$90.00	\$28,350.00	315	\$28,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
24" RCP Storm Drain										865	LF	\$65.00	\$56,225.00	865	\$56,225.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
18" RCP Storm Drain										480	LF	\$55.00	\$26,400.00	480	\$26,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
15" RCP Storm Drain										670	LF	\$45.00	\$30,150.00	670	\$30,150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SDCO										17	Each	\$4,500.00	\$76,500.00	17	\$76,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Inlet Box										11	Each	\$2,500.00	\$27,500.00	11	\$27,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Trench Import										400	CY	\$20.00	\$8,000.00	400	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Testing										1	LS	\$4,200.00	\$4,200.00	1	\$4,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																										
As Builts										1	Each	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00	1	\$1,000.00		\$0.00		\$0.00	\$0.00
Cleaning, Inspections										1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00		\$0.00	1	\$2,500.00		\$0.00		\$0.00	\$0.00
Subdivision Monument										5	Each	\$450.00	\$2,250.00		\$0.00		\$0.00		\$0.00	5	\$2,250.00		\$0.00		\$0.00	\$0.00
LANDSCAPING																										
Trees										62	Each	\$325.00	\$20,150.00		\$0.00		\$0.00		\$0.00		\$0.00	62	\$20,150.00		\$0.00	\$0.00
Sod/Irrigation										16080	SF	\$2.85	\$45,828.00		\$0.00		\$0.00		\$0.00		\$0.00	16080	\$45,828.00		\$0.00	\$0.00
Improvement Completion Assurance (Infrastructure)										\$1,195,555.50		\$721,334.00		\$158,930.00		\$302,791.50		\$12,500.00		\$65,978.00		\$0.00		Includes Landscaping E		
Improvement Warranty (Infrastructure)										\$119,555.55														\$119,555.55 Durability Period		
Improvement Completion Assurance (Landscaping)										\$65,978.00																
Improvement Warranty (Landscaping)										\$6,597.80		Durability release for Landscaping bond 12/12/23														
Infrastructure Bond										\$1,315,111.05																
Landscaping Bond										\$72,575.80																
Recording Fees										10-3470-500																
Plat (Base)										2		\$50.00	\$	100.00												
Plus Per Lot										77		\$2.00	\$	154.00												
First Page												\$40.00	\$	-												
Each additional descriptionor unit over ten												\$2.00	\$	-												
Subtotal												\$	254.00													
Street Lights										10-4410-276																
Street Lights												\$	-													
Total Fees										\$254.00																
Total Bond & Fees										\$1,315,365.05																

AMERICAN FORK PUBLIC WORKS FEE SCHEDULE		Rockwell Ranch Block 1 Phase 2	Quantity	Fees
Development Fees		10-3470-500		
Performance Guarantee Administration Fee	Per Year	\$50.00		\$ -
Engineering Development Review Fees	NOTE: DEVELOPER WILL BE BILLED AT TIME OF LAND DISTURBANCE PERMIT ISSUANCE FOR ACTUAL COST OF DEVELOPMENT REVIEW LESS PREVIOUS PAYMENTS.			
Subdivision - Conventional	10 lots or less			\$ -
	11 lots or more			\$ -
Subdivision - Multi Family	10 lots or less			\$ -
	11 lots or more			\$ -
Commercial	Less than 2 acres			\$ -
	2 to 5 acres			\$ -
	Over 5 acres			\$ -
Independent Soils Review	Cost of Consultant			\$ -
Water Rights Review (underground water rights)		\$2,500.00		\$ -
Subtotal				\$ -
Inspection Fees		10-3470-650		
Development (Site) Inspection Fee	Per Hour (above/beyond allocated hours)	\$60.00		\$ -
Minimum Commercial Site Inspection				
Less than 1 acre (base)		\$500.00		\$ -
Over 1 acre (each acre after base, calculated in whole acre increments)	Per acre (0 < 0.35 round down and 0.36 < 1 round up)	\$300.00		\$ -
Minimum Subdivision Site Inspection				
Up to 2 lots		\$500.00		\$ -
Per Lot over 2		\$200.00		\$ -
Subtotal				\$ -
Other Permits		10-3200-260		
Right-Of-Way Excavation Permit	Base	\$150.00		\$ -
Asphalt Cut	Per Cut (See Ordinance 2013-08-27)	\$100.00		\$ -
Each cut includes 100 sq. ft. Rate per each additional 100 sq. ft.		\$20.00		\$ -
Subtotal				\$ -
Water Related Fees - Other		50-3710-600		
Hydraulic model certification	Cost of Consultant	\$500.00		\$ -
Subtotal				\$ -
Storm Drain Related Fees - Other		50-3750-500		
Land Disturbance Permit				
Permit Review		\$70.00		\$ -
Six (6) Months		\$240.00		\$ -
Twelve (12) Months		\$480.00		\$ -
Subtotal				\$ -
Recording Fees		10-3470-500		
Plat (Base)		\$50.00		\$ -
Plus Per Lot		\$2.00		\$ -
Subtotal				\$ -
Total				\$ -
Street Lights		10-4410-276		
Street Lights	(Average Price \$5,000 - Project Specific)	\$5,000.00		\$ -
Other Performance Guarantees		10-2315-000		
Street Trees	1 tree per lot @ \$300 each	\$300.00		\$ -

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Include in

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

Type of Fee	Description	Fee (in dollars)
Standard Fee	First page of any Document	\$ 10.00
	Each additional page	\$ 2.00
	Each additional name over two, 1st or 2nd party	\$ 1.00
	Each additional description or unit over one	\$ 1.00
Non-Complying Fee	Legal size sheet (8 1/2" x 14") - additional per page	\$ 2.00
	First page does not allow space for Recorder's stamp	\$ 2.00
	Printing on both sides of sheet - additional fee per side	\$ 2.00
Subdivision Maps	Per page (24 x 36 mylar)	\$ 30.00
	Each lot	\$ 1.00
Other Fees	Copy of Recorded Document per page	\$ 1.00
	Copy of Ownership Plat	\$ 2.00
	Copy of Official Subdivision Plat	\$ 4.00
	Copy of Official Subdivision Plat reduced 50%	\$ 2.00
	Certification of Document	\$ 5.00
	Computer screen printout	\$ 0.50

Documents	Pages	Parties

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

Units/Lots	Fee

Name of Development: Rockwell Ranch Block 1 Phase 2

Date

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1
Landscaping						
	Street Trees		Tree	\$300.00	\$0.00	

\$0.00

ICG Amount **\$0.00**

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

Amount Requested	Balance
\$0.00	\$0.00
\$0.00	\$0.00 Available for

Name of Development: Rockwell Ranch Block 1 Phase 2 **Date:** 1/12/2021

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
SEWER								
Tie into Existing	4	Each	\$ 1,800.00	\$ 7,200.00	4	\$ 7,200.00	\$0.00	
10" Sewer Main	570	LF	\$ 46.00	\$ 26,220.00	570	\$26,220.00	\$0.00	
8" Sewer Main	1825	Each	\$ 42.00	\$ 76,650.00	1825	\$76,650.00	\$0.00	
5' SSMH	6	Each	\$ 5,100.00	\$ 30,600.00	6	\$30,600.00	\$0.00	
4' SSMH	4	Each	\$ 4,900.00	\$ 19,600.00	4	\$19,600.00	\$0.00	
Sewer Trench Import	2500	CY	\$ 20.00	\$ 50,000.00	2500	\$50,000.00	\$0.00	
Sewer Testing	1	LS	\$ 3,000.00	\$ 3,000.00	0	\$ -	\$3,000.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CULINARY WATER								
Cinnect to Existing	3	Each	\$ 900.00	\$ 2,700.00	3	\$ 2,700.00	\$0.00	
8" Water Main	1895	LF	\$ 28.00	\$ 53,060.00	1895	\$53,060.00	\$0.00	
Water Valves	26	Each	\$ 2,000.00	\$ 52,000.00	26	\$52,000.00	\$0.00	
Water Fittings	29	Each	\$ 750.00	\$ 21,750.00	29	\$21,750.00	\$0.00	
Blow Offs	7	Each	\$ 1,800.00	\$ 12,600.00	7	\$12,600.00	\$0.00	
Fire Hydrant	6	Each	\$ 5,900.00	\$ 35,400.00	6	\$35,400.00	\$0.00	
Water Trench Import	700	CY	\$ 20.00	\$ 14,000.00	700	\$14,000.00	\$0.00	
Water Testing	1	LS	\$ 4,000.00	\$ 4,000.00	0	\$ -	\$4,000.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A

[illegible]

	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
STORM DRAINAGE								
	Tie into Existing	5	Each	\$ 1,800.00	\$ 9,000.00	5	\$ 9,000.00	\$0.00
	30" RCP Storm Drain	315	LF	\$ 90.00	\$ 28,350.00	315	\$28,350.00	\$0.00
	24" RCP Storm Drain	865	LF	\$ 65.00	\$ 56,225.00	865	\$56,225.00	\$0.00
	18" RCP Storm Drain	480	LF	\$ 55.00	\$ 26,400.00	480	\$26,400.00	\$0.00
	15" RCP Storm Drain	670	LF	\$ 45.00	\$ 30,150.00	670	\$30,150.00	\$0.00
	SDCO	17	Each	\$ 4,500.00	\$ 76,500.00	17	\$76,500.00	\$0.00
	Curb Inlet Box	11	Each	\$ 2,500.00	\$ 27,500.00	11	\$27,500.00	\$0.00
	Trench Import	400	CY	\$ 20.00	\$ 8,000.00	400	\$ 8,000.00	\$0.00
	Strom Drain Testing	1	LS	\$ 4,200.00	\$ 4,200.00	1	\$ 4,200.00	\$0.00
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CONSTRUCTION MANAGEMENT/MISC.								
	As Builts	1	Each	\$ 1,000.00	\$ 1,000.00	0	\$ -	\$1,000.00
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	Cleaning, Inspections	1	LS	\$ 2,500.00	\$ 2,500.00	0	\$ -	\$2,500.00
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	Subdivision Monument	5	Each	\$ 450.00	\$ 2,250.00	0	\$ -	\$2,250.00
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	Trees	62	Each	\$ 325.00	\$ 20,150.00	0	\$ -	\$20,150.00

10% Durability - retained at ICG release

ICG Amount

#N/A

#N/A

#N/A

#N/A

#N/A

Name of Development: Rockwell Ranch Block 1

[illegible]

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	0	0	0	\$ -
STREETS				
24" Curb & Gutter (4" untreated base course included)	3030	LF	\$	22.00
ADA Ramp	8	Each	\$	2,500.00
Concrete Sidewalk	12875	SF	\$	6.50
Concrete Approaches	2230	SF	\$	8.50
3" Asphalt over 12" Roadbase	53260	SF	\$	2.50
Mirafi	53260	SF	\$	0.55
Signage	1	LS	\$	3,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
STORM DRAINAGE				
Tie into Existing	5	Each	\$	1,800.00
30" RCP Storm Drain	315	LF	\$	90.00
24" RCP Storm Drain	865	LF	\$	65.00
18" RCP Storm Drain	480	LF	\$	55.00
15" RCP Storm Drain	670	LF	\$	45.00
SDCO	17	Each	\$	4,500.00
Curb Inlet Box	11	Each	\$	2,500.00
Trench Import	400	CY	\$	20.00
Storm Drain Testing	1	LS	\$	4,200.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
CONSTRUCTION MANAGEMENT/MISC.				
As Builts	1	Each	\$	1,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
Cleaning, Inspections	1	LS	\$	2,500.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
Subdivision Monument	5	Each	\$	450.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
Trees		62	Each	\$ 325.00

10% Durability - retained at ICG release
ICG Amount

1 Phase 2

Date: 1/26/2021

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	\$ -	#N/A	#N/A	#N/A
#N/A	\$ -	#N/A	#N/A	#N/A
\$ -	\$ 52,800.00	0	\$ -	\$52,800.00
\$ 66,660.00	\$ 52,800.00	0	\$ -	\$52,800.00
\$ 20,000.00	\$ 20,000.00	0	\$ -	\$20,000.00
\$ 83,687.50	\$ 83,687.50	3000	\$ 19,500.00	\$64,187.50
\$ 18,955.00	\$ 18,955.00	0	\$ -	\$18,955.00
\$ 133,150.00	\$ 107,950.00	0	\$ -	\$107,950.00
\$ 29,293.00	\$ 23,749.00	0	\$ -	\$23,749.00
\$ 3,000.00	\$ 3,000.00	0	\$ -	\$3,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 9,000.00	\$ -	0	\$ -	\$0.00
\$ 28,350.00	\$ -	0	\$ -	\$0.00
\$ 56,225.00	\$ -	0	\$ -	\$0.00
\$ 26,400.00	\$ -	0	\$ -	\$0.00
\$ 30,150.00	\$ -	0	\$ -	\$0.00
\$ 76,500.00	\$ -	0	\$ -	\$0.00
\$ 27,500.00	\$ -	0	\$ -	\$0.00
\$ 8,000.00	\$ -	0	\$ -	\$0.00
\$ 4,200.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,000.00	\$ 1,000.00	0	\$ -	\$1,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,500.00	\$ 2,500.00	0	\$ -	\$2,500.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,250.00	\$ 2,250.00	0	\$ -	\$2,250.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 20,150.00	\$ 20,150.00	0	\$ -	\$20,150.00

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Rockwell Ranch Block 1

[illegible]

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	0	0	0	\$ -
STREETS				
24" Curb & Gutter (4" untreated base course included)	3030	LF	\$	22.00
ADA Ramp	8	Each	\$	2,500.00
Concrete Sidewalk	12875	SF	\$	6.50
Concrete Approaches	2230	SF	\$	8.50
3" Asphalt over 12" Roadbase	53260	SF	\$	2.50
Mirafi	53260	SF	\$	0.55
Signage	1	LS	\$	3,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
STORM DRAINAGE				
Tie into Existing	5	Each	\$	1,800.00
30" RCP Storm Drain	315	LF	\$	90.00
24" RCP Storm Drain	865	LF	\$	65.00
18" RCP Storm Drain	480	LF	\$	55.00
15" RCP Storm Drain	670	LF	\$	45.00
SDCO	17	Each	\$	4,500.00
Curb Inlet Box	11	Each	\$	2,500.00
Trench Import	400	CY	\$	20.00
Storm Drain Testing	1	LS	\$	4,200.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
CONSTRUCTION MANAGEMENT/MISC.				
As Builts	1	Each	\$	1,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
Cleaning, Inspections	1	LS	\$	2,500.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
Subdivision Monument	5	Each	\$	450.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
Trees		62	Each	\$ 325.00

10% Durability - retained at ICG release

ICG Amount

1 Phase 2

Date: 4/27/2021

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ -	\$ 52,800.00	0	\$ -	\$52,800.00
\$ 66,660.00	\$ 52,800.00	2400	\$52,800.00	\$0.00
\$ 20,000.00	\$ 20,000.00	8	\$20,000.00	\$0.00
\$ 83,687.50	\$ 64,187.50	9875	\$64,187.50	\$0.00
\$ 18,955.00	\$ 18,955.00	2230	\$ 18,955.00	\$0.00
\$ 133,150.00	\$ 107,950.00	43180	#####	\$0.00
\$ 29,293.00	\$ 23,749.00	43180	\$23,749.00	\$0.00
\$ 3,000.00	\$ 3,000.00	0	\$ -	\$3,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 9,000.00	\$ -	0	\$ -	\$0.00
\$ 28,350.00	\$ -	0	\$ -	\$0.00
\$ 56,225.00	\$ -	0	\$ -	\$0.00
\$ 26,400.00	\$ -	0	\$ -	\$0.00
\$ 30,150.00	\$ -	0	\$ -	\$0.00
\$ 76,500.00	\$ -	0	\$ -	\$0.00
\$ 27,500.00	\$ -	0	\$ -	\$0.00
\$ 8,000.00	\$ -	0	\$ -	\$0.00
\$ 4,200.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,000.00	\$ 1,000.00	0	\$ -	\$1,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,500.00	\$ 2,500.00	0	\$ -	\$2,500.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,250.00	\$ 2,250.00	0	\$ -	\$2,250.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 20,150.00	\$ 20,150.00	0	\$ -	\$20,150.00

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Rockwell Ranch Block 1

[illegible]

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	0	0	0	\$ -
STREETS				
	24" Curb & Gutter (4" untreated base course included)	3030	LF	\$ 22.00
	ADA Ramp	8	Each	\$ 2,500.00
	Concrete Sidewalk	12875	SF	\$ 6.50
	Concrete Approaches	2230	SF	\$ 8.50
	3" Asphalt over 12" Roadbase	53260	SF	\$ 2.50
	Mirafi	53260	SF	\$ 0.55
	Signage	1	LS	\$ 3,000.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
STORM DRAINAGE				
	Tie into Existing	5	Each	\$ 1,800.00
	30" RCP Storm Drain	315	LF	\$ 90.00
	24" RCP Storm Drain	865	LF	\$ 65.00
	18" RCP Storm Drain	480	LF	\$ 55.00
	15" RCP Storm Drain	670	LF	\$ 45.00
	SDCO	17	Each	\$ 4,500.00
	Curb Inlet Box	11	Each	\$ 2,500.00
	Trench Import	400	CY	\$ 20.00
	Strom Drain Testing	1	LS	\$ 4,200.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
CONSTRUCTION MANAGEMENT/MISC.				
	As Builts	1	Each	\$ 1,000.00
	#N/A	#N/A	#N/A	#N/A
	Cleaning, Inspections	1	LS	\$ 2,500.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Subdivision Monument	5	Each	\$ 450.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
Trees		62	Each	\$ 325.00

10% Durability - retained at ICG release

ICG Amount

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

1 Phase 2

Date: 6/8/2021

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ -	\$ 52,800.00	0	\$ -	\$52,800.00
\$ 66,660.00	\$ -	0	\$ -	\$0.00
\$ 20,000.00	\$ -	0	\$ -	\$0.00
\$ 83,687.50	\$ -	0	\$ -	\$0.00
\$ 18,955.00	\$ -	0	\$ -	\$0.00
\$ 133,150.00	\$ -	0	\$ -	\$0.00
\$ 29,293.00	\$ -	0	\$ -	\$0.00
\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 9,000.00	\$ -	0	\$ -	\$0.00
\$ 28,350.00	\$ -	0	\$ -	\$0.00
\$ 56,225.00	\$ -	0	\$ -	\$0.00
\$ 26,400.00	\$ -	0	\$ -	\$0.00
\$ 30,150.00	\$ -	0	\$ -	\$0.00
\$ 76,500.00	\$ -	0	\$ -	\$0.00
\$ 27,500.00	\$ -	0	\$ -	\$0.00
\$ 8,000.00	\$ -	0	\$ -	\$0.00
\$ 4,200.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,250.00	\$ 2,250.00	5	\$ 2,250.00	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 20,150.00	\$ 20,150.00	0	\$ -	\$20,150.00

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Rockwell Ranch Block 1

[illegible]

[illegible]

[illegible]

Packet Pg. 52

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
Trees		62	Each	\$ 325.00

10% Durability - retained at ICG release

ICG Amount

1 Phase 2

Date: 10/11/2022

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ -	\$ 52,800.00	0	\$ -	\$52,800.00
\$ 66,660.00	\$ -	0	\$ -	\$0.00
\$ 20,000.00	\$ -	0	\$ -	\$0.00
\$ 83,687.50	\$ -	0	\$ -	\$0.00
\$ 18,955.00	\$ -	0	\$ -	\$0.00
\$ 133,150.00	\$ -	0	\$ -	\$0.00
\$ 29,293.00	\$ -	0	\$ -	\$0.00
\$ 3,000.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 9,000.00	\$ -	0	\$ -	\$0.00
\$ 28,350.00	\$ -	0	\$ -	\$0.00
\$ 56,225.00	\$ -	0	\$ -	\$0.00
\$ 26,400.00	\$ -	0	\$ -	\$0.00
\$ 30,150.00	\$ -	0	\$ -	\$0.00
\$ 76,500.00	\$ -	0	\$ -	\$0.00
\$ 27,500.00	\$ -	0	\$ -	\$0.00
\$ 8,000.00	\$ -	0	\$ -	\$0.00
\$ 4,200.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,000.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,500.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 20,150.00	\$ 20,150.00	62	\$ 20,150.00	\$0.00

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Rockwell Ranch Block 1

[illegible]

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	0	0	0	\$ -
STREETS				
24" Curb & Gutter (4" untreated base course included)	3030	LF	\$	22.00
ADA Ramp	8	Each	\$	2,500.00
Concrete Sidewalk	12875	SF	\$	6.50
Concrete Approaches	2230	SF	\$	8.50
3" Asphalt over 12" Roadbase	53260	SF	\$	2.50
Mirafi	53260	SF	\$	0.55
Signage	1	LS	\$	3,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
STORM DRAINAGE				
Tie into Existing	5	Each	\$	1,800.00
30" RCP Storm Drain	315	LF	\$	90.00
24" RCP Storm Drain	865	LF	\$	65.00
18" RCP Storm Drain	480	LF	\$	55.00
15" RCP Storm Drain	670	LF	\$	45.00
SDCO	17	Each	\$	4,500.00
Curb Inlet Box	11	Each	\$	2,500.00
Trench Import	400	CY	\$	20.00
Storm Drain Testing	1	LS	\$	4,200.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
CONSTRUCTION MANAGEMENT/MISC.				
As Builts	1	Each	\$	1,000.00
#N/A	#N/A	#N/A	#N/A	#N/A
Cleaning, Inspections	1	LS	\$	2,500.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
Subdivision Monument	5	Each	\$	450.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
Trees		62	Each	\$ 325.00

10% Durability - retained at ICG release

ICG Amount

Attachment: Rockwell Ranch Block 1 Phase 2-Landscaping warranty bond release to city council 12-12-23 (Durability Release)

1 Phase 2

Date: 1/0/1900

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ -	\$ 52,800.00	0	\$ -	\$52,800.00
\$ 66,660.00	\$ -	0	\$ -	\$0.00
\$ 20,000.00	\$ -	0	\$ -	\$0.00
\$ 83,687.50	\$ -	0	\$ -	\$0.00
\$ 18,955.00	\$ -	0	\$ -	\$0.00
\$ 133,150.00	\$ -	0	\$ -	\$0.00
\$ 29,293.00	\$ -	0	\$ -	\$0.00
\$ 3,000.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 9,000.00	\$ -	0	\$ -	\$0.00
\$ 28,350.00	\$ -	0	\$ -	\$0.00
\$ 56,225.00	\$ -	0	\$ -	\$0.00
\$ 26,400.00	\$ -	0	\$ -	\$0.00
\$ 30,150.00	\$ -	0	\$ -	\$0.00
\$ 76,500.00	\$ -	0	\$ -	\$0.00
\$ 27,500.00	\$ -	0	\$ -	\$0.00
\$ 8,000.00	\$ -	0	\$ -	\$0.00
\$ 4,200.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,000.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,500.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 2,250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 20,150.00	\$ -	0	\$ -	\$0.00

#N/A		#N/A	#N/A
#N/A			
#N/A			



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$36,595.15 for Millpond Apartments, located at 79 North 1020 West.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Durability Retainer be released. The improvements were found in a condition meeting City standards for workmanship and performance after one (1) year of service.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

BUDGET IMPACT Following the release of the Improvements Durability Retainer, the City is responsible for all future maintenance and replacement costs for any publicly-owned property or improvement. In developments with Home-Owners or Unit-Owners Associations, all common area maintenance and replacement responsibilities will then fall to the Association. All privately-owned improvements will be the responsibility of the owner of the given parcel.

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$36,595.15 for Millpond Apartments. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Millpond Apartments Warranty bond release for city council 12-12-23 (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for MILLPOND APARTMENTS pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

The City Council hereby authorizes the City Engineer to issue a letter to the financial guarantee institution authorizing release of the Improvement Warranty or to issue an authorized City check as appropriate for the type of guarantee provided.

Amount Released: \$36,595.15

PASSED THIS 12 DAY OF DECEMBER 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Development Name: Millpond Apartment

Development Address: 79 N 1020 W, American Fork, UT 84003

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

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release
(10% Durability Release)

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Durability Warranty	\$36,595,15	1	\$36,595,15	\$36,595,15	X
			Total	\$36,595,15	

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

Please send check/bank letter to:

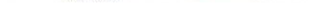
Name: Layne Cardon

Bank (if applicable): Altabank

Address: 33 East Main Street

City: American Fork State: Utah Zip: 84003

Phone: Email: 1 LAYNE.CARDON@ALTABANK.COM

Signature:  Date: 10-4-23

City Official Use Only

☒ Fees paid and current

Administrative Signature:

Date: 11-30-23

Inspector Signature:

Date: 11/30/23

Name of Development: Millpond Apartments

Date		Date		Date		Date		Date		Date	
9/28/2021	Final Release	12/12/2023	Durability								

	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	\$15,000.00	\$15,000.00	1	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP																		
	SWPPP BMP Installation and Maintenance	1	LS	\$13,000.00	\$13,000.00	1	\$13,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																		
	8" PVC Sewer Line	1748	LF	\$27.00	\$47,196.00	1748	\$47,196.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4' Sewer Manhole Precast	8	Each	\$3,425.00	\$27,400.00	8	\$27,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sanitary Sewer Lateral Connection	23	Each	\$1,500.00	\$34,500.00	23	\$34,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Manhole	1	Each	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sewer Pipe Bedding Material	1748	LF	\$4.50	\$7,866.00	1748	\$7,866.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Foundation Material	18	CY	\$30.00	\$540.00	18	\$540.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Imported Backfill Material	23	CY	\$16.00	\$368.00	23	\$368.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing	1	LS	\$350.00	\$350.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																		
	8" DI Culinary Water	2073	LF	\$37.00	\$76,701.00	2073	\$76,701.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve	11	Each	\$1,530.00	\$16,830.00	11	\$16,830.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly	9	Each	\$2,850.00	\$25,650.00	9	\$25,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Water Laterals	22	Each	\$425.00	\$9,350.00	22	\$9,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Ductile Iron Laterals	12	Each	\$1,875.00	\$22,500.00	12	\$22,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1-1/2" Poly Pipe (Up to Water Meter)	817	LF	\$15.00	\$12,255.00	817	\$12,255.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8"x8"x8" Tee w/ Thrust Blocks	3	Each	\$800.00	\$2,400.00	3	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8"x6"x8" Tee w/ Thrust Blocks	9	Each	\$625.00	\$5,625.00	9	\$5,625.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 90 Deg. Bend w/ Thrust Blocks	2	Each	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 45 Deg. Bend w/ Thrust Blocks	4	Each	\$500.00	\$2,000.00	4	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 22.5 Deg. Bend w/ Thrust Blocks	3	Each	\$500.00	\$1,500.00	3	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 11.25 Deg. Bend w/ Thrust Blocks	2	Each	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Ductile Iron Fire Line	161	LF	\$38.00	\$6,118.00	161	\$6,118.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Gate Valve	9	Each	\$975.00	\$8,775.00	9	\$8,775.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Hot Tap	1	Each	\$4,500.00	\$4,500.00	1	\$4,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	FDC	12	Each	\$188.00	\$2,256.00	12	\$2,256.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Line Bedding Material	8	CY	\$20.00	\$160.00	8	\$160.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Line Backfill Material	16	CY	\$16.00	\$256.00	16	\$256.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Culinary Line Foundation Material	16	CY	\$30.00	\$480.00	16	\$480.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing	1	LS	\$350.00	\$350.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																		
	10' Sidewalk	133	LF	\$32.50	\$4,322.50	133	\$4,322.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Base Course for Concrete Work	1330	SF	\$0.85	\$1,130.50	1330	\$1,130.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Drive Approach Concrete	810	SF	\$6.00	\$4,860.00	810	\$4,860.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Base Course for Concrete Work	810	SF	\$1.00	\$810.00	810	\$810.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STORM DRAINAGE																		
	15" RCP Storm Drain	33	LF	\$36.00	\$1,188.00	33	\$1,188.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Bedding Material	33	LF	\$4.50	\$148.50	33	\$148.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Foundation Material	8	CY	\$30.00	\$240.00	8	\$240.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Imported Backfill Material	11	CY	\$16.00	\$176.00	11	\$176.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Manhole	1	Each	\$3,050.00	\$3,050.00	1	\$3,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing	1	LS	\$350.00	\$350.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																		
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

	\$365,951.50	\$365,951.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Available for Release
10% Durability - retained at ICG release	\$36,595.15	Durability release							\$36,595.15 Durability Period
ICG Amount	\$402,546.65								
Street Lights	\$0.00								
Fees	\$0.00								

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

AMERICAN FORK PUBLIC WORKS FEE SCHEDULE		Millpond Apartments	Quantity	Fees
Development Fees		10-3470-500		
Performance Guarantee Administration Fee	Per Year	\$50.00		\$ -
Engineering Development Review Fees	NOTE: DEVELOPER WILL BE BILLED AT TIME OF LAND DISTURBANCE PERMIT ISSUANCE FOR ACTUAL COST OF DEVELOPMENT REVIEW LESS PREVIOUS PAYMENTS.			
Subdivision - Conventional	10 lots or less			\$ -
	11 lots or more			\$ -
Subdivision - Multi Family	10 lots or less			\$ -
	11 lots or more			\$ -
Commercial	Less than 2 acres			\$ -
	2 to 5 acres			\$ -
	Over 5 acres			\$ -
Independent Soils Review	Cost of Consultant			\$ -
Water Rights Review (underground water rights)		\$2,500.00		\$ -
			Subtotal	\$ -
Inspection Fees		10-3470-650		
Development (Site) Inspection Fee	Per Hour (above/beyond allocated hours)	\$60.00		\$ -
Minimum Commercial Site Inspection				
Less than 1 acre (base)		\$500.00		\$ -
Over 1 acre (each acre after base, calculated in whole acre increments)	Per acre (0 < 0.35 round down and 0.36 < 1 round up)	\$300.00		\$ -
Minimum Subdivision Site Inspection				
Up to 2 lots		\$500.00		\$ -
Per Lot over 2		\$200.00		\$ -
			Subtotal	\$ -
Other Permits		10-3200-260		
Right-Of-Way Excavation Permit	Base	\$150.00		\$ -
Asphalt Cut	Per Cut (See Ordinance 2013-08-27)	\$100.00		\$ -
Each cut includes 100 sq. ft. Rate per each additional 100 sq. ft.		\$20.00		\$ -
			Subtotal	\$ -
Water Related Fees - Other		50-3710-600		
Hydraulic model certification	Cost of Consultant	\$500.00		\$ -
			Subtotal	\$ -
Storm Drain Related Fees - Other		50-3750-500		
Land Disturbance Permit				
Permit Review		\$70.00		\$ -
Six (6) Months		\$240.00		\$ -
Twelve (12) Months		\$480.00		\$ -
			Subtotal	\$ -
Recording Fees		10-3470-500		
Plat (Base)		\$30.00		\$ -
Plus Per Lot		\$1.00		\$ -
			Subtotal	\$ -
			Total	\$ -
Street Lights		10-4410-276		
Street Lights	(Average Price \$5,000 - Project Specific)	\$5,000.00		\$ -
Other Performance Guarantees		10-2315-000		
Street Trees	1 tree per lot @ \$300 each	\$300.00		\$ -

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Name of Development: Millpond Apartments

Date

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1
Landscaping						
	Street Trees		Tree	\$300.00	\$0.00	

\$0.00

ICG Amount **\$0.00**

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Amount Requested
\$0.00

Balance
\$0.00

\$0.00

\$0.00	Available for
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Name of Development: Millpond Apartments

Date: 9/28/2021

[illegible]

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

[illegible]

	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
SEWER								
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
8" PVC Sewer Line	1748	LF	\$ 27.00	\$ 47,196.00	1748	\$47,196.00	\$0.00	
4' Sewer Manhole Precast	8	Each	\$ 3,425.00	\$ 27,400.00	8	\$27,400.00	\$0.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Sanitary Sewer Lateral Connection	23	Each	\$ 1,500.00	\$ 34,500.00	23	\$34,500.00	\$0.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Connect to Existing Manhole	1	Each	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$0.00	
Sewer Pipe Bedding Material	1748	LF	\$ 4.50	\$ 7,866.00	1748	\$ 7,866.00	\$0.00	
Foundation Material	18	CY	\$ 30.00	\$ 540.00	18	\$ 540.00	\$0.00	
Imported Backfill Material	23	CY	\$ 16.00	\$ 368.00	23	\$ 368.00	\$0.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CULINARY WATER								
8" DI Culinary Water	2073	LF	\$ 37.00	\$ 76,701.00	2073	\$76,701.00	\$0.00	
8" Gate Valve	11	Each	\$ 1,530.00	\$ 16,830.00	11	\$16,830.00	\$0.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Fire Hydrant Assembly	9	Each	\$ 2,850.00	\$ 25,650.00	9	\$25,650.00	\$0.00	
Culinary Water Laterals	22	Each	\$ 425.00	\$ 9,350.00	22	\$ 9,350.00	\$0.00	
4" Ductile Iron Laterals	12	Each	\$ 1,875.00	\$ 22,500.00	12	\$22,500.00	\$0.00	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
1-1/2" Poly Pipe (Up to Water Meter)	817	LF	\$ 15.00	\$ 12,255.00	817	\$12,255.00	\$0.00	
8" 11.25 Deg. Bend w/ Thrust Blocks	2	Each	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00	\$0.00	
6" Ductile Iron Fire Line	161	LF	\$ 38.00	\$ 6,118.00	161	\$ 6,118.00	\$0.00	
6" Gate Valve	9	Each	\$ 975.00	\$ 8,775.00	9	\$ 8,775.00	\$0.00	

[illegible]

[illegible]

10% Durability - retained at ICG release

ICG Amount

#N/A

#N/A

#N/A

#N/A

#N/A

Name of Development: Millpond Apartments

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
EARTHWORK				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
GROUNDWATER				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
SEWER				
	#N/A	#N/A	#N/A	#N/A
	8" PVC Sewer Line	1748	LF	\$ 27.00
	4' Sewer Manhole Precast	8	Each	\$ 3,425.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Sanitary Sewer Lateral Connection	23	Each	\$ 1,500.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Connect to Existing Manhole	1	Each	\$ 3,500.00
	Sewer Pipe Bedding Material	1748	LF	\$ 4.50
	Foundation Material	18	CY	\$ 30.00
	Imported Backfill Material	23	CY	\$ 16.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

[illegible]

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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

10% Durability - retained at ICG release

ICG Amount

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Date: 12/12/2023

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	\$ -	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 4,322.50	\$ -	0	\$ -	\$0.00
\$ 1,130.50	\$ -	0	\$ -	\$0.00
\$ 4,860.00	\$ -	0	\$ -	\$0.00
\$ 810.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,188.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Millpond Apartments

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
EARTHWORK				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
GROUNDWATER				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
SEWER				
	#N/A	#N/A	#N/A	#N/A
	8" PVC Sewer Line	1748	LF	\$ 27.00
	4' Sewer Manhole Precast	8	Each	\$ 3,425.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Sanitary Sewer Lateral Connection	23	Each	\$ 1,500.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Connect to Existing Manhole	1	Each	\$ 3,500.00
	Sewer Pipe Bedding Material	1748	LF	\$ 4.50
	Foundation Material	18	CY	\$ 30.00
	Imported Backfill Material	23	CY	\$ 16.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

10% Durability - retained at ICG release

ICG Amount

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Date: 1/0/1900

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 47,196.00	\$ -	0	\$ -	\$0.00
\$ 27,400.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 34,500.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 3,500.00	\$ -	0	\$ -	\$0.00
\$ 7,866.00	\$ -	0	\$ -	\$0.00
\$ 540.00	\$ -	0	\$ -	\$0.00
\$ 368.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 4,322.50	\$ -	0	\$ -	\$0.00
\$ 1,130.50	\$ -	0	\$ -	\$0.00
\$ 4,860.00	\$ -	0	\$ -	\$0.00
\$ 810.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,188.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Millpond Apartments

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
EARTHWORK				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
GROUNDWATER				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
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	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
SEWER				
	#N/A	#N/A	#N/A	#N/A
	8" PVC Sewer Line	1748	LF	\$ 27.00
	4' Sewer Manhole Precast	8	Each	\$ 3,425.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Sanitary Sewer Lateral Connection	23	Each	\$ 1,500.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Connect to Existing Manhole	1	Each	\$ 3,500.00
	Sewer Pipe Bedding Material	1748	LF	\$ 4.50
	Foundation Material	18	CY	\$ 30.00
	Imported Backfill Material	23	CY	\$ 16.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

Packet Pg. 104

Packet Pg. 105

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

10% Durability - retained at ICG release

ICG Amount

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Date: 1/0/1900

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 47,196.00	\$ -	0	\$ -	\$0.00
\$ 27,400.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 34,500.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 3,500.00	\$ -	0	\$ -	\$0.00
\$ 7,866.00	\$ -	0	\$ -	\$0.00
\$ 540.00	\$ -	0	\$ -	\$0.00
\$ 368.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 4,322.50	\$ -	0	\$ -	\$0.00
\$ 1,130.50	\$ -	0	\$ -	\$0.00
\$ 4,860.00	\$ -	0	\$ -	\$0.00
\$ 810.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,188.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Millpond Apartments

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
EARTHWORK				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
GROUNDWATER				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
SEWER				
	#N/A	#N/A	#N/A	#N/A
	8" PVC Sewer Line	1748	LF	\$ 27.00
	4' Sewer Manhole Precast	8	Each	\$ 3,425.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Sanitary Sewer Lateral Connection	23	Each	\$ 1,500.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Connect to Existing Manhole	1	Each	\$ 3,500.00
	Sewer Pipe Bedding Material	1748	LF	\$ 4.50
	Foundation Material	18	CY	\$ 30.00
	Imported Backfill Material	23	CY	\$ 16.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

Packet Pg. 114

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

10% Durability - retained at ICG release

ICG Amount

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Date: 1/0/1900

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 47,196.00	\$ -	0	\$ -	\$0.00
\$ 27,400.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 34,500.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 3,500.00	\$ -	0	\$ -	\$0.00
\$ 7,866.00	\$ -	0	\$ -	\$0.00
\$ 540.00	\$ -	0	\$ -	\$0.00
\$ 368.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 4,322.50	\$ -	0	\$ -	\$0.00
\$ 1,130.50	\$ -	0	\$ -	\$0.00
\$ 4,860.00	\$ -	0	\$ -	\$0.00
\$ 810.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,188.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A		#N/A	#N/A
#N/A			
#N/A			

Name of Development: Millpond Apartments

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
EARTHWORK				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
GROUNDWATER				
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
SEWER				
	#N/A	#N/A	#N/A	#N/A
	8" PVC Sewer Line	1748	LF	\$ 27.00
	4' Sewer Manhole Precast	8	Each	\$ 3,425.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Sanitary Sewer Lateral Connection	23	Each	\$ 1,500.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	Connect to Existing Manhole	1	Each	\$ 3,500.00
	Sewer Pipe Bedding Material	1748	LF	\$ 4.50
	Foundation Material	18	CY	\$ 30.00
	Imported Backfill Material	23	CY	\$ 16.00
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

Packet Pg. 124

[illegible]

	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A
	#N/A	#N/A	#N/A	#N/A

10% Durability - retained at ICG release

ICG Amount

Attachment: Millpond Apartments Warranty bond release for city council 12-12-23 (Durability Release)

Date: 1/0/1900

[illegible]

[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 4,322.50	\$ -	0	\$ -	\$0.00
\$ 1,130.50	\$ -	0	\$ -	\$0.00
\$ 4,860.00	\$ -	0	\$ -	\$0.00
\$ 810.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 1,188.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
\$ 250.00	\$ -	0	\$ -	\$0.00
#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A
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#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A

#N/A		#N/A	#N/A
#N/A			
#N/A			



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$1,161,480.76 and issue a Notice of Acceptance for the Kelton Apartments (Neighborly Ventures) construction of public improvements located at 1000 West 300 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 Kelton Apartments (Neighborly Ventures) public improvements located at 1000 West 300 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

Kelton Apartments-Final bond release city council 11-28-23 (PDF)



**NOTICE OF ACCEPTANCE /
IMPROVEMENT COMPLETION ASSURANCE
RELEASE AUTHORIZATION**

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for KELTON APARTMENTS (NEIGHBORLY VENTURES). The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: \$1,161,480.76.

PASSED THIS 28 DAY OF NOVEMBER 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Kelton Apartments-Final bond release city council 11-28-23 (Final Bond Release)

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

☐ Improvement Warranty Release
(10% Durability Release)

Packet Pg. 135

Name of Development: Kelton Apartments

Name of Development: Kelton Apartments						Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	
						11/28/2023	Final										
	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
SITE PREPARATION/SWPPP					\$15,000.00												
	Mobilization	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Stabilized Construction Entrance	1	Each	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	SWPPP Maintenance	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SEWER					\$122,680.00												
	12" PVC	799	LF	\$40.00	\$31,960.00	799	\$31,960.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" PVC	144	LF	\$35.00	\$5,040.00	144	\$5,040.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	60" SSMH	3	Each	\$4,500.00	\$13,500.00	3	\$13,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	48" SSMH	2	Each	\$3,800.00	\$7,600.00	2	\$7,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing	2	Each	\$1,500.00	\$3,000.00	2	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Plug and Cap for Future Connection	3	Each	\$1,800.00	\$5,400.00	3	\$5,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Imported Trench Backfill	2120	Each	\$26.50	\$56,180.00	2120	\$56,180.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER					\$320,623.00												
	8" C900	1671	LF	\$35.00	\$58,485.00	1671	\$58,485.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate Valve	11	Each	\$1,900.00	\$20,900.00	11	\$20,900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Fittings	13	Each	\$650.00	\$8,450.00	13	\$8,450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8"x8" Cross	2	Each	\$650.00	\$1,300.00	2	\$1,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8"x6" Tee	14	Each	\$800.00	\$11,200.00	14	\$11,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	6" C900	226	LF	\$30.00	\$6,780.00	226	\$6,780.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	6" Gate Valve	13	Each	\$821.00	\$10,673.00	13	\$10,673.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	6" Fittings	1	Each	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing Water	4	Each	\$3,200.00	\$12,800.00	4	\$12,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Fire Hydrant Assembly	10	Each	\$4,500.00	\$45,000.00	10	\$45,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Blowoff	4	Each	\$2,750.00	\$11,000.00	4	\$11,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Water Meter Vaults	16	Each	\$7,500.00	\$120,000.00	16	\$120,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Water Meter	2	Each	\$1,600.00	\$3,200.00	2	\$3,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Imported Trench Backfill	390	Ton	\$26.50	\$10,335.00	390	\$10,335.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION					\$84,405.00												
	8" PVC Pipe	1543	LF	\$35.00	\$54,005.00	1543	\$54,005.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate Valve	7	Each	\$1,800.00	\$12,600.00	7	\$12,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Cross	1	Each	\$900.00	\$900.00	1	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Water MJ Fittings	3	Each	\$800.00	\$2,400.00	3	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Blowoff Pressurized Irrigation	3	Each	\$800.00	\$2,400.00	3	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Irrigation Service	1	Each	\$1,750.00	\$1,750.00	1	\$1,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing PI	2	Each	\$1,200.00	\$2,400.00	2	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Imported Trench Backfill	300	Ton	\$26.50	\$7,950.00	300	\$7,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS					\$313,433.60												
	Site Earthwork (Cut/Fill Onsite)	120	CY	\$4.75	\$570.00	120	\$570.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Site Earthwork (Cut/Fill Import)	2519	CY	\$25.00	\$62,975.00	2519	\$62,975.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Stripping/Topsoil Removal	65780	SF	\$0.07	\$4,604.60	65780	\$4,604.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	24" Curb & Gutter	2718	LF	\$18.50	\$50,283.00	2718	\$50,283.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" Untreated Base Course	46680	SF	\$1.25	\$58,350.00	46680	\$58,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Mirafi RS380i Geotextile Fabric	46680	SF	\$0.45	\$21,006.00	46680	\$21,006.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	3" Asphalt	46680	SF	\$1.50	\$70,020.00	46680	\$70,020.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Drive Approach with 4' Waterway	1	Each	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	ADA Ramp	7	Each	\$1,450.00	\$10,150.00	7	\$10,150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Striping	1	LS	\$3,100.00	\$3,100.00	1	\$3,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sidewalk	1270	LF	\$22.50	\$28,575.00	1270	\$28,575.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sawcut for TSSD acces	1	LS	\$300.00	\$300.00	1	\$300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE					\$183,500.00												
	Imported Trench Backfill	1000	Ton	\$26.50	\$26,500.00	1000	\$26,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	15" RCP Storm Drain	1460	LF	\$45.00	\$65,700.00	1460	\$65,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Combo Box	1	Each	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Catch Basin	7	Each	\$3,000.00	\$21,000.00	7	\$21,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Double Curb Inlet	4	Each	\$4,200.00	\$16,800.00	4	\$16,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Manhole 5'	10	Each	\$5,000.00	\$50,000.00	10	\$50,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CONSTRUCTION MANAGEMENT/MISC.					\$6,350.00												
	As Builts	1	Each	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Street Sign	2	Each	\$650.00	\$1,300.00	2	\$1,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Traffic Sign	1	Each	\$650.00	\$650.00	1	\$650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Subdivision Monument	2	Each	\$450.00	\$900.00	2	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
LANDSCAPING 10-2315-000					\$17,400.00												
	Park strip	5800	Each	\$3.00	\$17,400.00	5800	\$17,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Improvement Completion Assurance	\$1,055,891.60
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\$1,055,891.60

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$1,055,891.60 Available for Release

Improvement Warranty	\$105,589.16
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*Two bonds were bonded for this project. One in the amount of \$1,161,480.76 and one in the amount of \$105,589.16.

TOTAL BOND \$1,161,480.76

***Release the bond in the amount of \$1,161,480.76 on 11-28-23**

*The warranty bond of \$105,589.16 will be held.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Acceptance of an easement from Dorian Topham along the property located at 185 South 100 West, American Fork, Utah 84003.

SUMMARY RECOMMENDATION Approval of the Acceptance of an Easement at 185 South 100 West, American Fork, Utah 84003.

BACKGROUND The property owner, Mr. Dorian Topham, is dedicating a 10' and 5' public utility easement located along the property at 185 South 100 West to the City of American Fork.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to accept the easement at 185 South 100 West, American Fork, Utah.

SUPPORTING DOCUMENTS

Topham PUE descriptions_Aproved by Rob A. 12.04.2023 (PDF)

Topham PUE Boundary Description (1) (PDF)

COMMENTS (2023.10.12) Topham Shop site plan 100223 Updated (PDF)



S 100 WEST ST

10' Front Public Utility Easement (P.U.E.)

Beginning the Southwest Corner of the Dorian Topham property as found in the Affidavit to Correct Incorrect Legal Description on Deed of Trust and Warranty Deed in the Utah County Recorder's Office as Entry No. 189726; said corner lies 82.5 feet North (5 rods by record) from the Southwest Corner of Block 5, plat "A", American Fork City Survey; thence North 90.75 feet (5.5 rods by record) to the Northwest Corner of said Dorian property; thence East 10 feet to a point on the Northerly line of said property; thence South 90.75 feet to the Southerly line of said property; thence West 10.00 feet to the true point of beginning.

The above described parcel of land contains 908 square feet of land.

5' Side/Rear Public Utility Easement (P.U.E.)

Beginning at a point on the Southerly boundary line of Dorian Topham property as found in the Affidavit to Correct Incorrect Legal Description on Deed of Trust and Warranty Deed in the Utah County Recorder's Office as Entry No. 189726; said point lies 82.5 feet North (5 rods by record) and 10 feet East from the Southwest Corner of Block 5, plat "A", American Fork City Survey; thence North 5.00 feet; thence East 141.75 feet; thence North 80.75 feet; thence West 141.75 feet; thence North 5.00 feet to the Northerly boundary line of said property; thence East 146.75 feet to the Northeast Corner of said property; thence South 90.75 feet to the Southeast Corner of said property; thence West 146.75 to the true point of beginning.

The above described parcel of land contains 1,871 square feet of land.

Next Step
Approved with Conditions

Proceed to Planning Commission on 10/04/2023

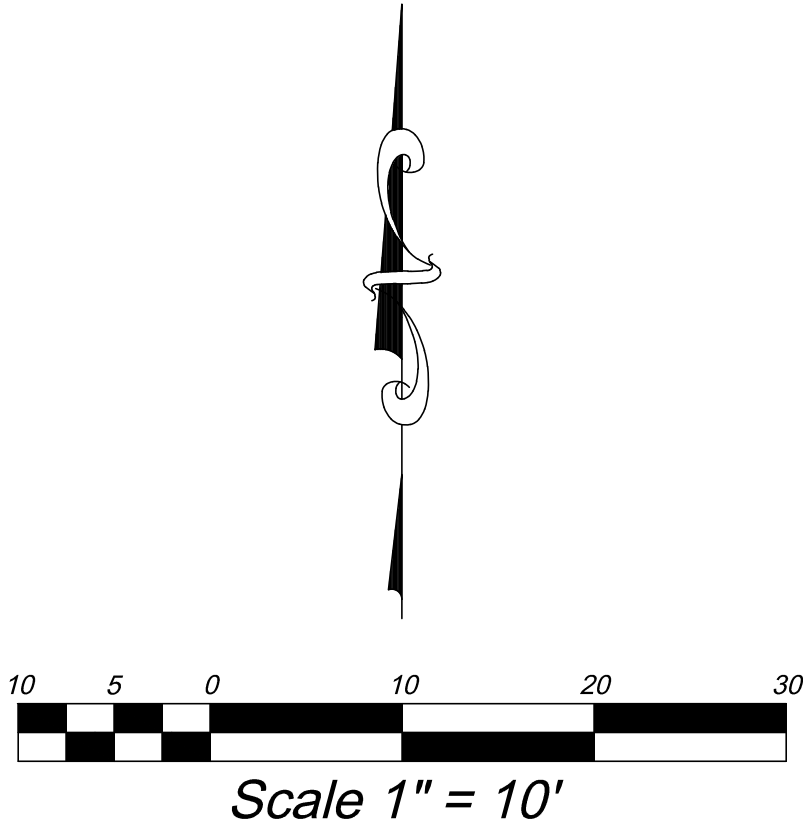
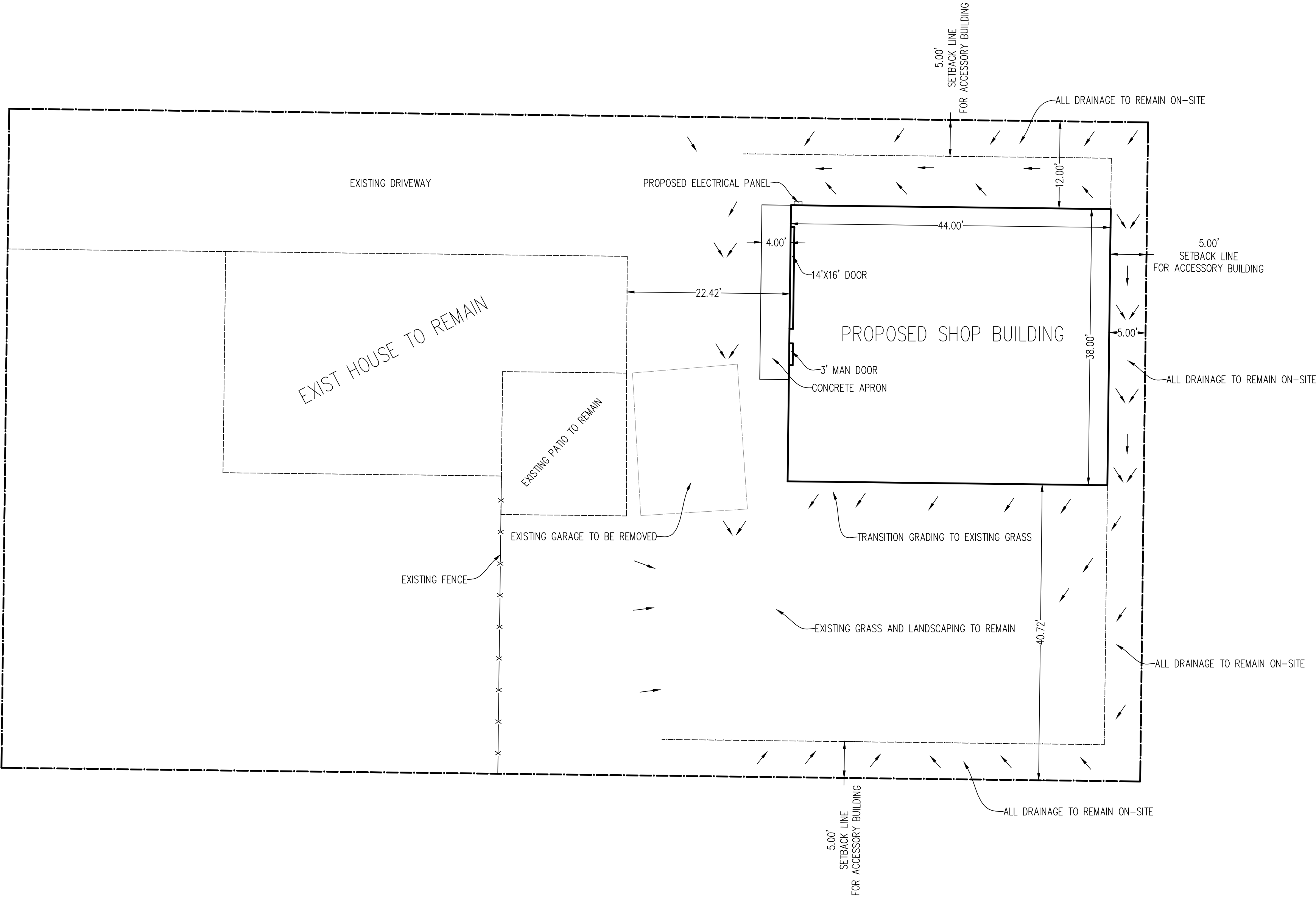


American Fork City
Development Review Committee

Planning and Zoning
Reviewed
copperman 10/03/2023

No comments

100 WEST



REVISIONS		
Rev.	Date	Description

Property Owner: Dorian Topham
185 South 100 West, American Fork, UT 84003
801-319-2855

EXCEL
ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

TOPHAM SHOP		
AMERICAN FORK	185 S. 100 W.	UTAH
Drawn by: D.W.P.	SITE PLAN	Scale: 1"=10'
Designed by: D.W.P.		Date: 10/02/23
Checked by: D.W.P.		C1



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Approval of an amended agreement with Doug Smith Subaru for naming rights for Art Dye Dog Park for a start date of January 1, 2024.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

In December 2022, an agreement with Doug Smith Subaru for the naming rights for the Art Dye dog park. It has been requested that the date be changed to January 1, 2024.

BUDGET IMPACT

\$60,000

SUGGESTED MOTION

Approval with common consent agenda to allow the mayor to sign the agreement.

SUPPORTING DOCUMENTS

12.12.23 - Doug Smith Subaru naming rights (DOCX)

NAMING RIGHTS AGREEMENT ART DYE DOG PARK - AMENDED

This Naming Rights Agreement (“Agreement”) is made and entered into on this the _____ day of _____, 20____, by and between American Fork City (the “City”) and Doug Smith Subaru (“Sponsor”).

RECITALS

WHEREAS, the City owns certain real property, namely a dog park, located at approximately 1000 North 550 East, American Fork, Utah 84003 (the “Dog Park”); and

WHEREAS, the Parties desire to enter into a naming rights agreement pursuant to which the City will grant Sponsor temporary exclusive naming rights for the City’s Dog Park in return for certain benefits set forth below.

NOW THEREFORE, in consideration of the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

TERMS

1. **Naming Rights.** The Dog Park shall be known as Doug Smith Subaru Dog Park at Art Dye Park. The City shall refer to the Dog Park as Doug Smith Subaru Dog Park or Subaru Dog Park at Art Dye Park (the “Name”) in all of its publications and communications to the public related to the Dog Park.
 - a. The naming rights enumerated in this Agreement are exclusive to the Sponsor.
 - b. Sponsor shall be the exclusive car manufacturer/automotive retail sponsor for the Dog Park.
 - c. Sponsor understands and acknowledges that the City may secure sponsorships or similar funding for the Dog Park, consistent with the terms of this Agreement, and that said funding may require the placement of advertising signage for such business or organization. Nothing contained within this Agreement shall preclude such signage except as set forth in Paragraphs 1(a) and (b).
 - d. If, during the term of this Agreement, and following receipt of full payment from, Sponsor, the useful life of the Dog Park expires prior to the expiration of this Agreement or the park is relocated or removed, then the naming rights under this Agreement will cease. In such event, the Parties may mutually agree to provide Sponsor an equivalent naming right.
2. **Term.** The initial term of this Agreement shall be for 10 years, commencing on January 31, 2024 and ending December 31, 2033, unless otherwise terminated earlier in accordance with the terms and conditions contained herein.
3. **Naming Rights Fee.** In consideration of the naming rights and ancillary benefits provided by the City hereunder, Sponsor agrees to pay a naming rights fee in the amount of \$60,000.00 (“Naming Rights Fee”). Said fee shall be paid no later than January 31, 2024.
4. **Use of Payment.** The payments shall be used exclusively for the Dog Park.

5. Use of Name.

- a. Sponsor warrants that during the Term of this Agreement, it is a licensed user of any trademarks, service marks, trade names and/or logos used in the Name. Sponsor hereby licenses the City to use the Name solely as contemplated by this Agreement, and to sublicense others to use the Name and to subcontract others to manufacture products incorporating or bearing the Name.
- b. Sponsor hereby grants to the City, during the Term of this Agreement, a royalty-free, irrevocable license to use the Name and any logo designated by Sponsor relating the Dog Park.

6. Signage. Prior to April 1, 2023 the City shall install a sign at the Dog Park bearing the words “Doug Smith Subaru Dog Park” and Sponsor’s logo. The sign shall be compatible with the Dog Park’s and/or City’s design standards, specifications, and aesthetic characteristics.

- a. The City shall be responsible for the design of the sign contemplated in this section. Said design shall be provided to Sponsor for review and approval prior to installation. Sponsor may not unreasonably withhold approval of the design.
- b. The cost of the sign, its installation, and maintenance shall be the responsibility of the City.

7. Media Materials.

- a. The City shall coordinate with Sponsor to disseminate no fewer than two (2) social media posts related to the Dog Park, “tagging” Sponsor in said posts.
- b. During the term of this Agreement, the City, in consideration of the naming rights and benefits conferred hereunder, shall have the right, without charge, to photograph, use the names, likenesses, and images of Sponsor in relation to the Dog Park in photographic, audiovisual, digital or any other form of media (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, and in whole or in part, in City brochures, website postings, informational and marketing materials, and reports and publications.

8. Ownership. Sponsor acknowledges that at all times the ownership of the Dog Park remains with the City.

9. Assignment. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other Party, which consent shall be in the sole and absolute discretion of the non-assigning Party.

10. Notices. Any notice required or permitted to be given hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to a Party, and the address set forth below:

CITY
 American Fork City
 Attn: City Administrator
 51 E. Main Street
 American Fork, Utah 84003

SPONSOR
 Doug Smith Subaru
 501 West Main St.
 American Fork, UT 84003

11. Termination of Naming. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits of Sponsor hereunder, including termination of naming rights and affixation of the signage with thirty (30) day written notice upon the occurrence of any of the following:

- a. In the event Sponsor fails to make timely payment in accordance with this Agreement;
- b. In the City's reasonable opinion, at any time during the term of this Agreement, Sponsor or the chosen name have developed or acquired a negative connotation for any reason such that the reputation of Art Dye Park and/or the City is or might be at risk; or
- c. At the sole discretion of either party.

12. Actions Upon Termination.

- a. If termination is due to failure of payment, as of the effective date of termination, the City shall have no further obligation or liability to Sponsor and shall not be required to return any portion of the Naming Rights Fee already received; and the City may immediately cease to identify the Sponsor on any Dog Park signage.
- b. If termination is due to a change in circumstances such that the City determines Sponsor or the Dog Park have developed or acquired a negative connotation that may or does put the reputation of Art Dye Park or the City at risk, Sponsor shall not be entitled to a refund of any portion of payment made.
- c. Should Sponsor decide to end affiliation with the Dog Park during the timeframe outlined in this Agreement, Sponsor will be responsible for the payment to remove the Sponsor's identification of the signage. City shall have no obligation to refund to Sponsor any of the Naming Rights Fee.
- d. Should the City decide to end affiliation with the Dog Park during the timeframe outlined in this Agreement pursuant to subsection 10(c) of this Agreement, the City shall refund to Sponsor a pro-rated amount based on the total amount of the naming Rights Fee paid and the number of full months remaining in the current Term (e.g., if the Agreement is terminated after four (4) years, the Sponsor shall receive a refund equivalent to 60% of the Naming Rights Fee).

- e. At the conclusion of the Term, the City shall have no further obligation or liability to Sponsor and the City may immediately cease to identify the Sponsor on any Dog Park signage.
- 13. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute one and the same agreement among the parties.
- 14. Force Majeure. Neither party shall be responsible for delays, lack of performance, or other default resulting from acts or events beyond the reasonable control of the party. Such acts shall include, but not be limited to, acts of God, fire, strikes, labor unrest, compliance with laws or regulations, riots, acts of war or terrorism, or any other conditions beyond the reasonable control of a party.
- 15. Attorney Fees. In the event that any party is required to commence legal proceedings to enforce the provisions of this agreement or to seek any other legal redress, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.
- 16. Independent Contractor. The City and Sponsor shall be and act as independent contractors under this agreement. The parties hereto understand and agree that this Agreement shall not be construed as an agency, joint venture, partnership, franchise, or employment relationship between them.
- 17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the matters referenced herein, and supersedes all prior oral and written agreements, if any, of the Parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both Parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
- 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal proceedings brought in connection with this Agreement shall be filed and heard in the Fourth Judicial District of Utah, Utah County.
- 19. Section headings. Section and paragraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

The foregoing Naming Rights Agreement is hereby accepted in accordance with the terms and conditions specified above.

AMERICAN FORK CITY

BRADLEY J. FROST, Mayor

Attest:

City Recorder

SPONSOR

By:

Its:

State of Utah)
 ss
County of _____)

On this _____ day of _____, in the year 2023, before me personally appeared _____, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

Attachment: 12.12.23 - Doug Smith Subaru naming rights (Doug Smith Subaru - Naming rights for Art Dye Dog Park (2024))



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on an application for a Commercial Site Plan, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 4.03 acres and will be in the PI-1 Zone.

SUMMARY RECOMMENDATION Planning Commission recommended approval.

BACKGROUND The applicant has applied for a Commercial Site Plan to develop an outdoor storage area in the PI-1 zone. The project looks to provide 50,000 square feet of outdoor storage to the office/warehouse establishment located east of the project. As the office/warehouse establishment that will be utilizing this outdoor storage yard is not located on this lot, a Temporary Cross Access Agreement has been created and will need to be finished to allow future businesses to access the outside storage yard that is on this different lot of land.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the proposed Conditional Use presented in the Commercial Site Plan, located at approximately 51 West 1100 South, American Fork City, in the PI-1 zone, subject to all conditions found in the staff report and public record from the December 6th, 2023 Planning Commission meeting.

SUPPORTING DOCUMENTS

1. Deer Park - Commercial Site Plan - PC Staff Report (PDF)
2. PC Minutes - Deer Park-Storage Yard - Commercial Site Plan (PDF)

3. Site Plan - (2023.11.23) PRJ-AH3 SIGNED 11.07.23 (PDF)
4. Ordinance - Deer Park Storage Yard - Site Plan (DOCX)

Planning Commission Staff Report
Meeting Date: December 6, 2023



Agenda Topic

Review and recommendation on an application for a Commercial Site Plan, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 4.03 acres and will be in the PI-1 Zone.

BACKGROUND INFORMATION		
Location:		51 W 1100 S
Project Type:		Final Plat
Applicants:		Tyler Horan
Existing Land Use:		Design Industrial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Residential Low Density
	South	Residential Very Low Density
	East	Design Industrial
	West	Residential Low Density/Residential Very Low Density
Existing Zoning:		PI-1
Proposed Zoning:		N/A
Surrounding Zoning:	North	Unincorporated Territory
	South	Unincorporated Territory
	East	PI-1
	West	Unincorporated Territory
Square Footage (By Use):		50,000 Square Feet of Outdoor Storage Space
Total Number of Units:		N/A
Parking Requirement:		178 stalls for the Office/Warehouse establishment

Planning Commission Staff Report
Meeting Date: December 6, 2023



Parking Provided:	197 stalls; 8 stalls being removed for the entrance of the outside storage area making a total of 189 stalls provided. No required parking stalls are being interfered with the outdoor storage area.
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Background

The applicant has applied for a Commercial Site Plan to develop an outdoor storage area in the PI-1 zone. The project looks to provide 50,000 square feet of outdoor storage to the office/warehouse establishment located east of the project. As the office/warehouse establishment that will be utilizing this outdoor storage yard is not located on this lot, a Temporary Cross Access Agreement has been created and will need to be finished to allow future businesses to access the outside storage yard that is on this different lot of land.

Section 17.6.101 – Administrative Site Plan Review

Wherever the terms of this code require submission and approval of a site plan, such review shall be conducted in accordance with the following provisions.

1. Planning commission to approve. The planning commission, acting in an administrative capacity, shall have the function, duty and power to approve or disapprove a project plan and to attach such modifications or conditions as may be deemed appropriate to improve the layout, to ensure that the project will not pose any detrimental effect to persons or property, or to protect the health, safety, and general welfare of the citizens of the city.
2. Application required. Application for site plan approval shall be submitted on forms provided by the city and shall be accompanied by maps and drawings showing the following:
 - a. The location of all existing and proposed buildings and structures on the site, with full dimensions showing the distance between buildings and distances from buildings to adjacent property lines.
 - b. The location of all parking spaces, driveways, and points of vehicular ingress and egress.
 - c. A landscaping plan showing the location, types, and initial sizes of all planting materials to be used together with the location of fences, walls, hedges, and decorative materials.

Planning Commission Staff Report
Meeting Date: December 6, 2023



- d. Preliminary elevations of main buildings showing the general appearance and types of external materials to be used.
 - e. The locations of solid waste receptacles and trash pick-up areas.
3. Appeals permitted. Any person aggrieved by a determination of the planning commission may request a hearing before the city council who shall have the authority to reverse, affirm or modify any decision of said commission. Any such appeal shall be filed within ten days of the determination of the planning commission.
4. Issuance of a permit. A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a violation of this code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.
5. Expiration of Site plan approval. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within two (2) years of the date of the approval. Up to a twelve (12) month extension may be approved by the land use authority subject to payment of an extension fee equal to one-half of the current filing fee.

Project Conditions of Approval

1. A plan will need to be submitted as storage is organized, showing fire apparatus turnaround capabilities. The current proposal is for the vacant lot and does not show storage arrangement. Signs may be needed to properly address direction of travel for access into storage area.
2. Verification will be needed as to whether or not the cantilever slide gate will have vertical slats like the rest of the fencing has. The outdoor storage area must be enclosed by visually obstructive and/or non-transparent fencing.
3. Address comments from the project engineer doing the review.

Findings of Fact

1. The Commercial Site Plan meets the requirements of Section 17.6.101.
 - a. Wherever the terms of this code require submission and approval of a site plan, such review shall be conducted in accordance with the following provisions.

Planning Commission Staff Report
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- i. Planning commission to approve. The planning commission, acting in an administrative capacity, shall have the function, duty and power to approve or disapprove a project plan and to attach such modifications or conditions as may be deemed appropriate to improve the layout, to ensure that the project will not pose any detrimental effect to persons or property, or to protect the health, safety, and general welfare of the citizens of the city.
- ii. Application required. Application for site plan approval shall be submitted on forms provided by the city and shall be accompanied by maps and drawings showing the following:
 1. The location of all existing and proposed buildings and structures on the site, with full dimensions showing the distance between buildings and distances from buildings to adjacent property lines.
 2. The location of all parking spaces, driveways, and points of vehicular ingress and egress.
 3. A landscaping plan showing the location, types, and initial sizes of all planting materials to be used together with the location of fences, walls, hedges, and decorative materials.
 4. Preliminary elevations of main buildings showing the general appearance and types of external materials to be used.
 5. The locations of solid waste receptacles and trash pick-up areas.
- b. Appeals permitted. Any person aggrieved by a determination of the planning commission may request a hearing before the city council who shall have the authority to reverse, affirm or modify any decision of said commission. Any such appeal shall be filed within ten days of the determination of the planning commission.
- c. Issuance of a permit. A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a violation of this code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.
- d. Expiration of Site plan approval. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within two (2) years of the date of the approval. Up to a twelve (12) month extension

Planning Commission Staff Report
Meeting Date: December 6, 2023



may be approved by the land use authority subject to payment of an extension fee equal to one-half of the current filing fee.

Project Map



Standards 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.

Planning Commission Staff Report
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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 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, streetlight, 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).

Staff Recommendation

The Commercial Site Plan MEETS the requirements of Section 17.6.101. Staff recommends APPROVING the application WITH CONDITIONS.

Potential Motions – Commercial Site Plan

Approval

Madame Chair, I move to recommend approval for the proposed Commercial Site Plan, located at approximately 51 West 1100 South, American Fork City, in the PI-1 zone, subject to any conditions found in the staff report.



Planning Commission Staff Report
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Denial

Madame Chair, I move to deny the proposed Commercial Site Plan, located at approximately 51 West 1100 South, American Fork City, in the PI-1 zone.

Table

Madame Chair, I move to table action for the proposed Commercial Site Plan, located at approximately 51 West 1100 South, American Fork City, in the PI-1 zone and instruct staff/developer to.....

UNAPPROVED MINUTES

12.06.2023

Tyler Horan: That's Correct. That one acre like they had said, is just on that south section. And, yeah, we're not going to allow the tenant to drive their semi-trucks through that dirt. We communicated pretty clearly to them that they're going to come through what's already paved, and they'll access through that parking lot. That's the reason that staff recommended we have that cross-access easement just so it's buttoned up that it's a legal access.

Chairwomen Anderson: If we don't have any further discussion on the final plat, we can have a motion.

Rodney Martin moved to recommend approval for the proposed Final Plat, located at approximately 51 West 1100 South, American Fork City, in the Planned Industrial (PI-1) zone, subject to any conditions found in the staff report.

Bruce Frandsen seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Harold Dudley	AYE
Jenny Peay	AYE
David Bird	AYE
Bruce Frandsen	AYE
Rodney Martin	AYE
Christine Anderson	AYE

The motion passed

- b. Review and recommendation on an application for a Commercial Site Plan, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 4.03 acres and will be in the PI-1 Zone.**

UNAPPROVED MINUTES

12.06.2023

Cody Opperman reviewed the background information for Action Item letter b: The applicant has applied for a Commercial Site Plan to develop an outdoor storage area in the PI-1 zone. The project looks to provide 50,000 square feet of outdoor storage to the office/warehouse establishment located east of the project. As the office/warehouse establishment that will be utilizing this outdoor storage yard is not located on this lot, a Temporary Cross Access Agreement has been created and will need to be finished to allow future businesses to access the outside storage yard that is on this different lot of land.

Cody Opperman: Just to go into the project conditions of approval for the site plan itself. The Fire Marshal has indicated that he wants to have a plan submitted to him after storage has been provided in that storage yard. Because there is nothing there, we don't know if the Fire Department would need to be able to access that storage yard and if so, would they be able to fit a fire apparatus within there. Would they be able to provide some turning radiuses so that they can clear some corners? Because this is a pretty large storage area, it's a little over an acre, he just wants to make sure that if there is some sort of emergency within that location, he can provide emergency services there. Number two, I just want a little bit of verification on one of the standards for the chain link fencing that's going to be provided for the site. There is going to be a cantilever slide gate. I just want to have a little bit of verification on if there's going to be vertical slats put in those cantilever gates as well. Then additionally, just address comments from the project engineer doing the review. For your questions Jenny from previously, I'll go into a little bit more detail here. As you can see, this outdoor storage yard is going to be just located on that south side of the property here. This is how far it's going to be from 1100 south. The fencing is going to be all along just this 50,000 square foot piece of property, and no perimeter fencing along the rest. This is kind of where the comment arose [from the Fire Marshall]. You can see that the fire apparatus can turn around right now because it's vacant, but when stuff is being placed in there, he just wants to make sure everything's good to go. On the access point Bruce, the access point will be from that East property right over here. Additionally, they will be removing some parking spaces from this East project, but those parking spaces are not removing any required parking spaces so, it's okay to do that as long as it's not interfering with the required amount of parking. And then additionally too, here is the residential property just up north here, and you can see that the fencing is just a little bit more to the east here.

Jenny Peay: Is it possible to do a secondary exit on that?

Cody Opperman: I don't know if there needs to be certain width requirements in order to provide a second exit or not? Maybe Ben can share some insight on that.

UNAPPROVED MINUTES

12.06.2023

Ben Hunter: I don't know about Fire as far as the secondary access, but on the engineering side we don't have any requirements as far as the secondary access.

Rodney Martin: Can you go back one slide? The access here on the southwest portion of the existing project is best, you're talking about parking semis in there?

Tyler Horan: No, we're not looking to park semis there overnight. It will be like an outdoor storage yard, so they'll have electrical conduit and things like that.

Rod Martin: Probably trailers and things like that? I was just gonna speak to there is really no way to have a secondary access for trucks with trailers in this narrow parking area and not hit stuff. So, coming from that angle into the yard and back out is the best way to go with trucks and trailers.

Jenny Peay: My thought process behind that was if you have to do a turnaround in a fire truck, it takes up more storage space than just having a secondary access.

Cody Opperman: Additionally, just with the conditional use of this outdoor storage area, is that you can't store anything that is larger than the fence height itself. So, the fence height itself is going to be eight feet. So, anything above eight feet tall cannot be stored on the site. That's one of the requirements for conditional use.

Chairwomen Anderson: Ben, did you have any other comments on this?

Ben Hunter: No.

Chairwomen Anderson: Any other questions or discussion? We can move forward with a motion for the commercial site plan.

Jenny Peay moved to recommend approval for the proposed Commercial Site Plan, located at approximately 51 West 1100 South, American Fork City, in the PI-1 zone, subject to any conditions found in the staff report.

Bruce Frandsen seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Harold Dudley	AYE
Jenny Peay	AYE
David Bird	AYE

UNAPPROVED MINUTES

12.06.2023

Bruce Frandsen	AYE
Rodney Martin	AYE
Christine Anderson	AYE

The motion passed

Other Business**Adjournment**

Rodney motioned to adjourn the meeting.

Harold seconded the motion.

Meeting adjourned at 6:32 PM

Angie McKee

Administrative Assistant I

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.

City of Am...

- ## VOLUMES

3. The identity and location of existing underground utilities in the construction area shall be determined by the Contractor. The Contractor shall be responsible for the location of all underground utilities in the construction area. The City of the Fort and the City Engineer assumes no responsibility for the accuracy or completeness of the information provided by the City of the Fort. If it is determined that there are any changes or if damage is caused, the Contractor shall be responsible for repair of the same and for any resulting confinement damage.
4. Location, support, protection and restoration of all existing utilities and appurtenances, whether shown or not shown on the approved construction drawings, shall be the responsibility of the Contractor.
5. Where unknown or inaccurately located underground utilities are encountered, the Contractor shall immediately notify the City Engineer.

TRAFFIC CONTROL

- ## EROSION AND SEDIMENT CONTROL

- c. Disturbed areas that will remain un-worked in seeded or protected within seven calendar days

- WATER LINE

6. Pressure testing shall be performed in accordance with the City of American Fork Construction and Material Specifications. Where water lines are ready for distribution that the water lines have been pressure tested and need to be disconnected, to the City of American Fork, Water Department.
 7. The Contractor shall be responsible for all costs associated with the disconnection of water lines construction per this plan. Pressure testing shall be performed in accordance with the City of American Fork Construction and Material Specifications.
 8. The Contractor shall be responsible for the hydro-pneumatic test of the City of American Fork, Water Department. The cost of performing the hydro-pneumatic test is included in the price for the hydro-pneumatic test.
- No water taps or service connections (e.g., to curb stops or meter pits) may be

by the Public

- SANITARY SEWER

12. Where sonitor
backfill shall

- STORM SEWER

- ### STARTING AND SIGNING

2. All signing must

-
- ¹ The Contractor at

- et

Elevation = 4503.89'
Datum is NAVD 88 derived from
UTAH TURNGPS System

PAVEMENT SECTION PER SECTION 1.3 OF THE AMERICAN FORK CITY STANDARD.

1100 SOUTH ASPHALT PAVEMENT
N.T.S.

100-1000

	SQ. FT. / ACRES
LOT 3	175,648 SQ. FT. / 4.03 ACRES
 RECYCLED ASPHALT	50,000 SQ. FT. / 1.15 ACRES
 ROCK MULCH	14,789 SQ. FT. / 0.34 ACRES
UNDEVELOPED AREA	110,859 SQ. FT. / 2.54 ACRES

1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

FUTURE PHASE AREA

As noted before, a plan should be submitted as storage is organized, showing fire apparatus turnaround capabilities. This is for the vacant lot and does not show storage arrangement. Signs may be needed to properly address direction of travel for access in to storage area

PROVIDE 6"-8" DEPTH OF 2"-4" CRUSHED ROCK MULCH W/ DENSITY 502 WEED BARRIER LANDSCAPE FABRIC TO BE PROVIDED IN PARK STRIP. LANDSCAPING FOR PARKSTRIP AND LANDSCAPE SETBACK AREA TO BE PROVIDED WITH FUTURE SITE IMPROVEMENTS ADJACENT TO RIGHT OF WAY.

RECLAIMED ASPHALT
50,000 SF

1100 SOUTH ASPHALT
9,350 SF

Scale in Feet

0 30 60 90

SEE COVER SHEET FOR PROJECT LEGEND

CIR | **CIVIL ENGINEERING
+ SURVEYING**

10718 S BECKSTEAD LANE, SUITE 102
South Jordan, Utah - 801-949-6296

Packet Pg. 162

- ① PROPOSED SIDEWALK PER AWA STANDARD PLAN NO. 201. SEE DETAIL ON SHEET C&Z.
- ② EXISTING CURB & GUTTER. CONTRACTOR TO MAINTAIN CURB & EXISTING OUTLET IN PLACE IN ORDER TO SANITARY DRAINAGE THROUGH DRIVE APPROACH.
- ③ PROPOSED 6" TALL NEW OBSTRUCTING CHAINLINK FENCE W/BARRIERS. SEE DETAIL ON SHEET C&Z.
- ④ PROPOSED 8'X40' TALL MANUAL SLIDING ACCESS GATE. SEE DETAIL SHEET C&Z.
- ⑤ EXISTING FIRE HYDRANT, TO REMAIN.
- ⑥ EXISTING FENCE, TO REMAIN.
- ⑦ CONTRACTOR TO SAW CUT EXISTING ASPHALT TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT.
- ⑧ EXISTING STREETLIGHT, TO REMAIN.
- ⑨ INSTALL STREETLIGHT PER AMERICAN PARK STANDARDS.
- ⑩ INSTALL ELECTRICAL WARNING SURFACE PER AWA.

A

- ⑪ PROPOSED SIDEWALK PER AWA STANDARD PLAN NO. 201. SEE DETAIL ON SHEET C&Z.
- ⑫ EXISTING CURB & GUTTER. CONTRACTOR TO MAINTAIN EXISTING AND PROPOSED PHYSIC STRIPES WITHIN EXISTING
- ⑬ INSTALL ASHLEI DRIVE APPROACH PER AWA STANDARD PLAN 225. SEE DETAIL SHEET C&Z. SIDEWALK ACROSS DRIVE APPROACHES TO BE 6" (TPP).
- ⑭ EXISTING UNDERGROUND POWERS, TO REMAIN.
- ⑮ INSTALL 24" TYPE E CURB & GUTTER PER AWA STD. PLAN NO. 200.
- ⑯ CONTRACTOR COVER EXISTING PARKING STALL STRIPPING WITH BLACK PAINT IN AREA IN FRONT OF PROPOSED ACCESS.
- ⑰ INSTALL 6" TALL ASPHALT BEDDO TO DIRECT STORM WATER TO POND. SEE DETAIL HNS SHEET C&Z.
- ⑱ INSTALL 8'X40' CHAINLINK DOUBLE DRIVE GATE W/BARRIERS. SEE DETAIL ON SHEET C&Z.

⑨ INSTALL STREETLIGHT PER AMERICAN FORK STANDARDS.

⑩ INSTALL DETECTABLE WARNING SURFACE PER APWA STANDARD PLAN NO. 239.

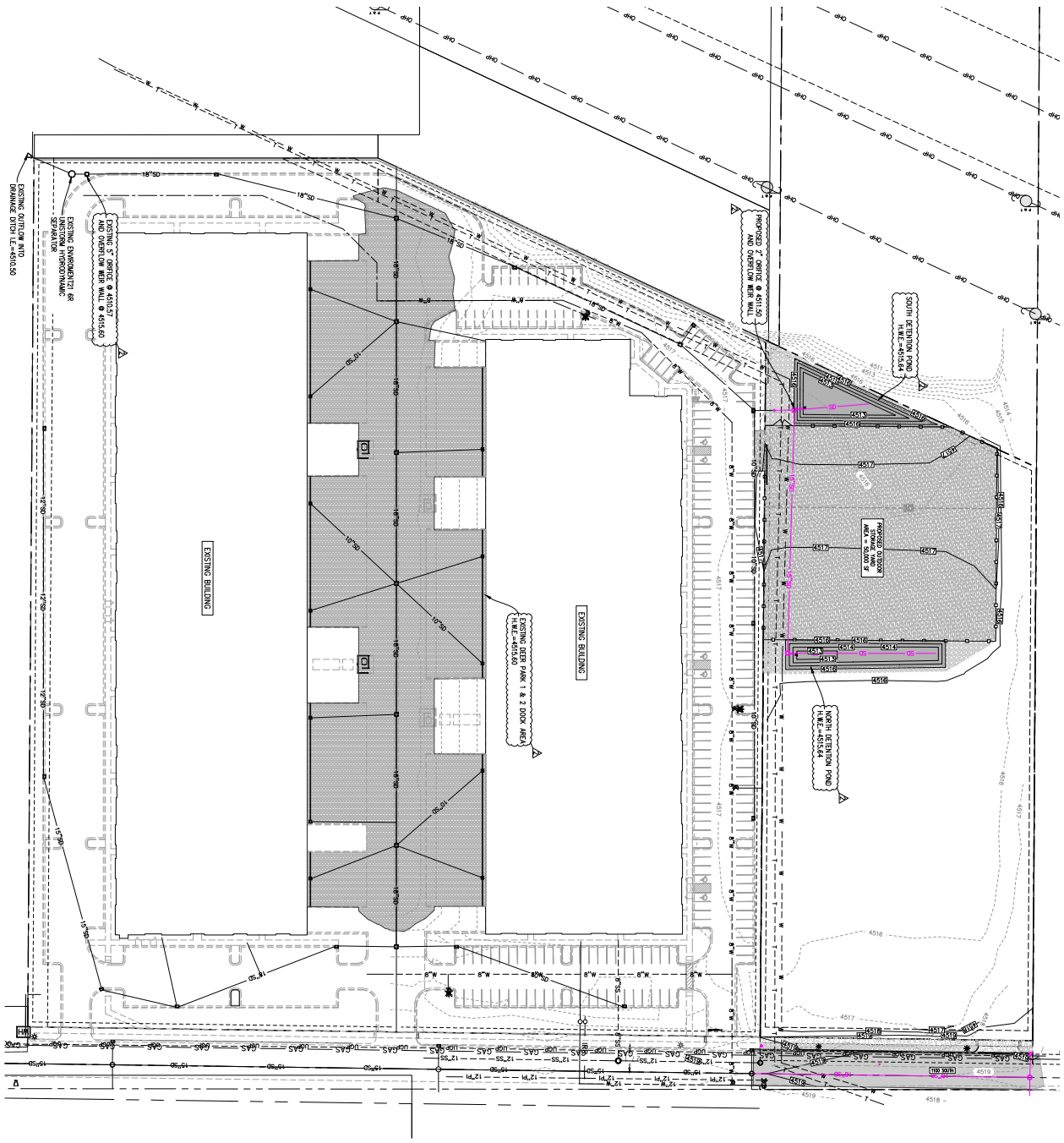
- 10 PROPOSED SIDEWALK PER AYVA STANDARD PLAN NO. 231. SEE DETAIL ON SHEET C3.4.
- 11 PROVIDE SMOOTH TRANSITION BETWEEN EXISTING SIDEWALK AND NEW SIDEWALK.
- 12 INSTALL RAILROAD SPUR APPROACH PER AYVA STANDARD PLAN 225. SEE DETAIL SHEET C3.4. SIDEWALK APPROACH SPUR APPROACHES TO BE 6" (TYP).
- 13 EXISTING UNDERGROUND POWER, TO REMAIN.
- 14
- 15 INSTALL 24" TYPE E CURB & GUTTER PER AYVA STD. PLAN NO. 205.
- 16 CONDUCTOR COVER EXISTING PARKING STALLS OF EXISTING LOT 10. REMOVE FROM IN FRONT OF PROPOSED ACCESS.
- 17 INSTALL 4" TALL ASPHALT BEAM TO DIRECT STORM WATER TO POND. SEE DETAIL SHEET C3.4.
- 18 INSTALL 8"x20" CHANNEL DOUBLE BORE GATE W/BRASSING. SEE DETAIL ON SHEET C3.4.

W/BARBWIRE. SEE DETAIL ON SHEET C4.2.



SHEET NO.
C1.0





Benchmark Info
 The Benchmark for the project is the South Quarter Corner of Section 26, Township 36S, Range 10E, Meridian 11E. Elevation = 4203.89. Drawn in 1978 by [unclear] from Utah State Survey System.

Scale in Feet
 0 30 60 90

SEE OVER SHEET FOR PROJECT LEGEND

SHEET LEGEND
 DETENTION AREA



SHEET NO. C2.0
 PROJECT ID: DATE: E21-035 09/28/23
 FILE NUMBER: SCALE: 1"=40'

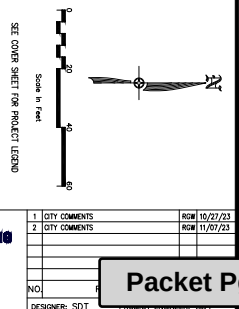
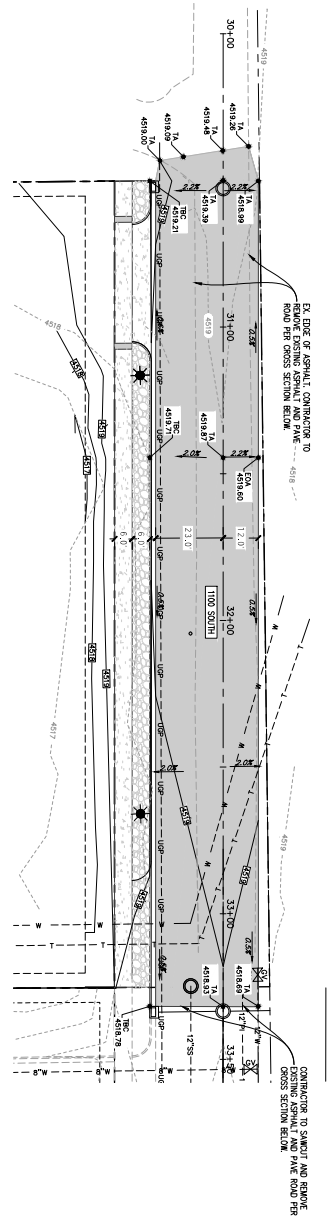
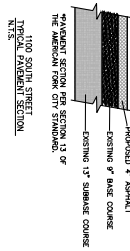
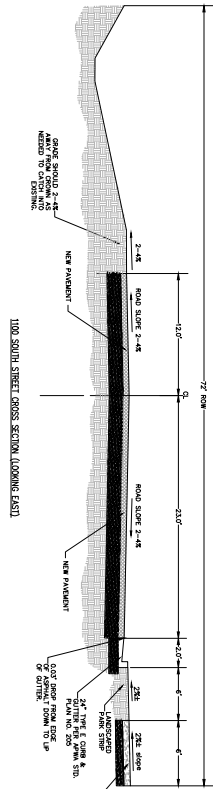
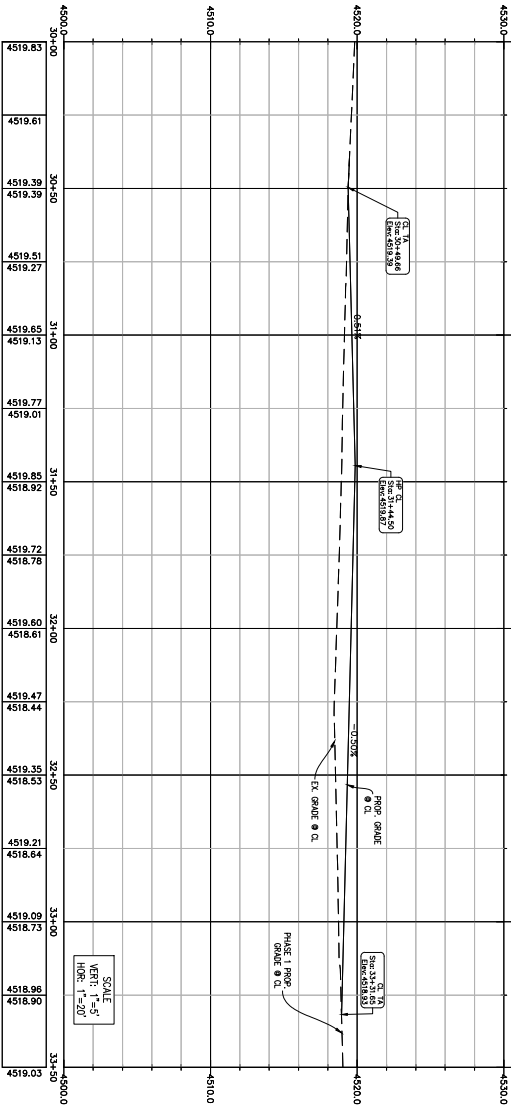


DEER PARK LOT 3 STORAGE
 51 WEST 1100 SOUTH, AMERICAN FORK, UTAH
 DRAINAGE OVERVIEW PLAN

CIR CIVIL ENGINEERING & SURVEYING
 10718 S BECKSTEAD LANE, SUITE 102
 South Jordan, Utah • 801-440-4296

1	CITY COMMENTS	ROW 10/22/23
2	CITY COMMENTS	ROW 11/07/23
NO.	DESIGNER: SDT	





Benchmark Info

The Benchmark for this project is the South Quarter Corner of Section 26, Township 36N, Range 12E, Meridian 10W, Utah. The benchmark is located at the intersection of the centerline of the road and the centerline of the road.

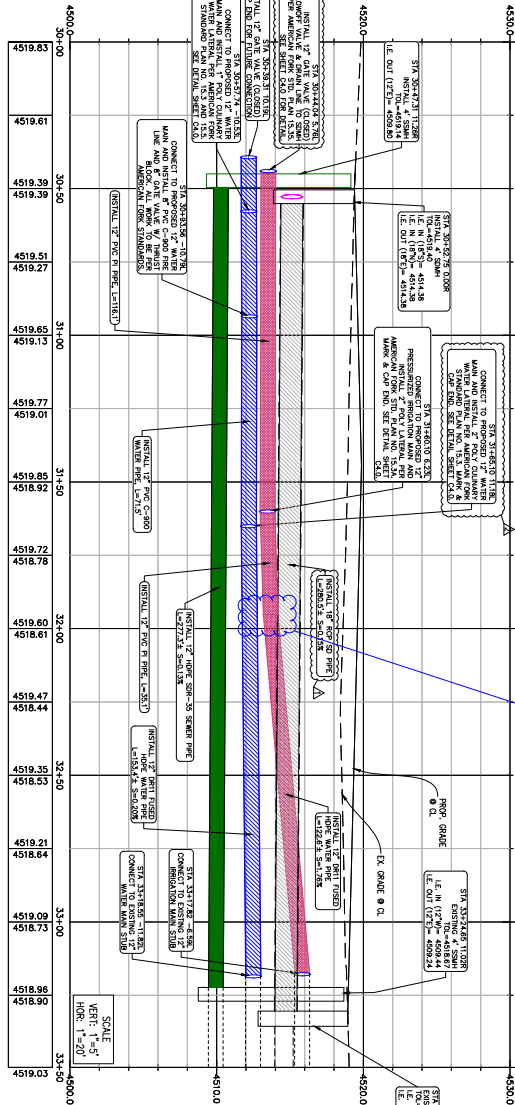
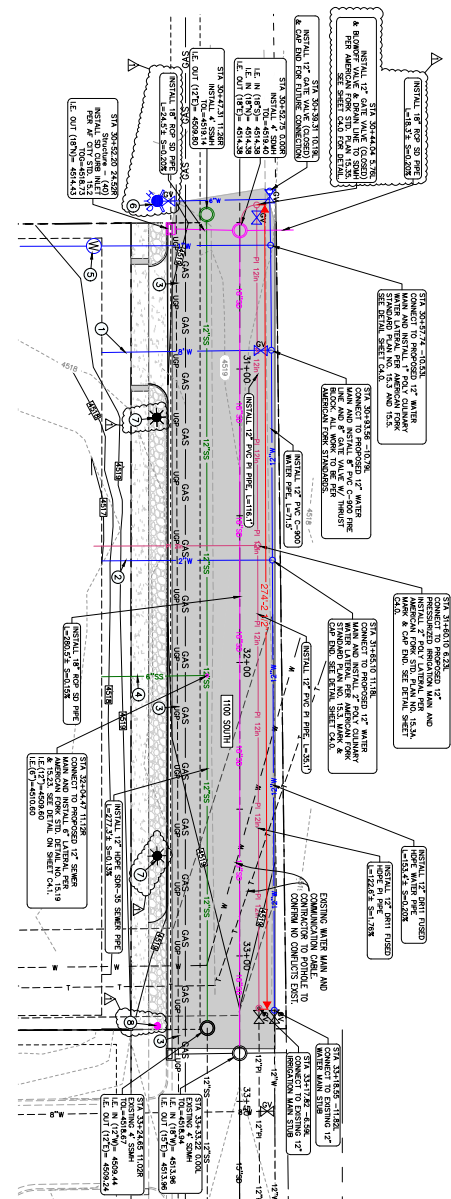


PROJECT ID: DATE: E21-035 09/28/23
SHEET NO. C3.0
DESIGNED BY: SDT



DEER PARK LOT 3 STORAGE
51 WEST 1100 SOUTH, AMERICAN FORK, UTAH
1100 SOUTH - GRADING PLAN AND PROFILE

CIR CIVIL ENGINEERING & SURVEYING
10718 S BECKSTEAD LANE, SUITE 102
South Jordan, Utah - 801-466-4296



- [illegible]

STORMDRAIN PIPE NOTE:
THE MINIMUM COVER OVER THE
STORM DRAIN PIPE IS 24 INCHES.

South Quarter Corner of Section
T.5.S. R.1.E., SLB&M
Elevation = 4503.89'
Datum is NAVD 86 derived from
UTAH TURNGPS System

SEE COVER SHEET FOR PROJECT LEGEND

Scale in Feet



1	QTY COMMENTS	RGW	10/27/23
2	QTY COMMENTS	RGW	11/07/23
NO.			

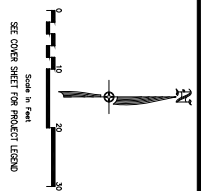
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Packet Pg. 166

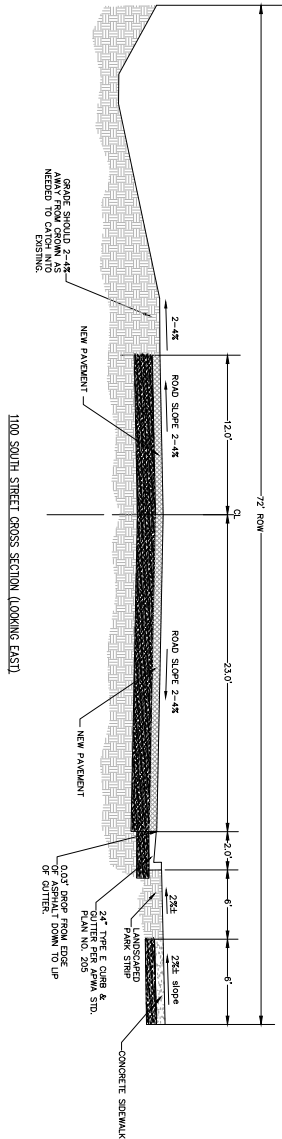
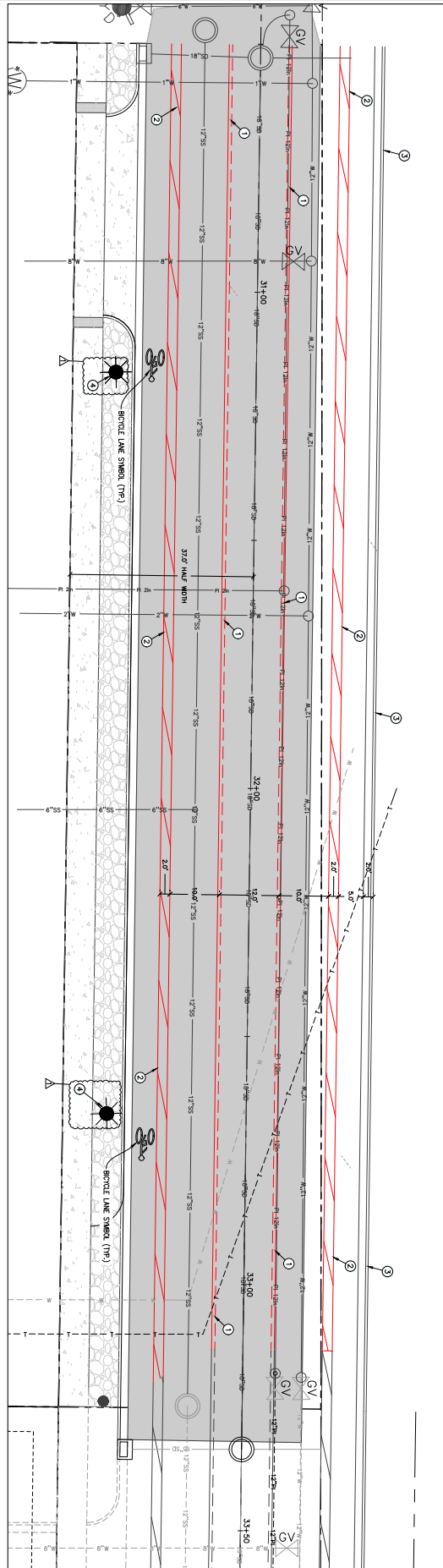
Benchmark Info

The benchmark for the project is the
South Quarter Corner of Section 26,
T.3S, R.1E, S.188M
UTAH TURNER'S SYSTEM
Datum is NAVD 88 derived from
UTAH TURNER'S SYSTEM

- SITE PLAN NOTES:
- ① FUTURE 4" DOUBLE YELLOW LINE, SOLID OUTSIDE, DASHED INSIDE
 - ② FUTURE 2" WIDE STRIPED BUFFER, 4" WHITE PAINT TO BE USED.
 - ③ FUTURE LOCATION OF CURB & GUTTER.
 - ④ INSTALL STREETLIGHT PER AMERICAN FORM STANDARDS.



1	CITY COMMENTS	ROW	10/22/23
2	CITY COMMENTS	ROW	11/07/23
NO.	DESIGNER	SDT	



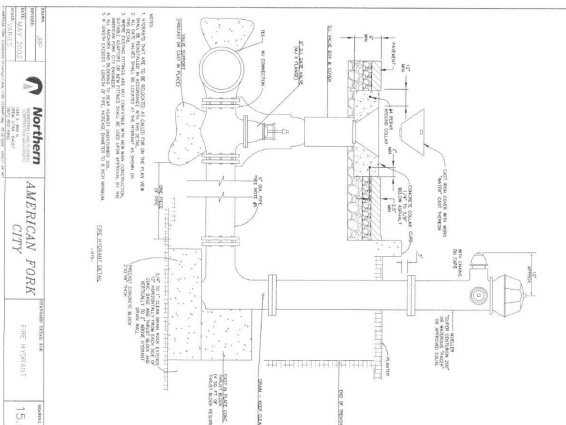
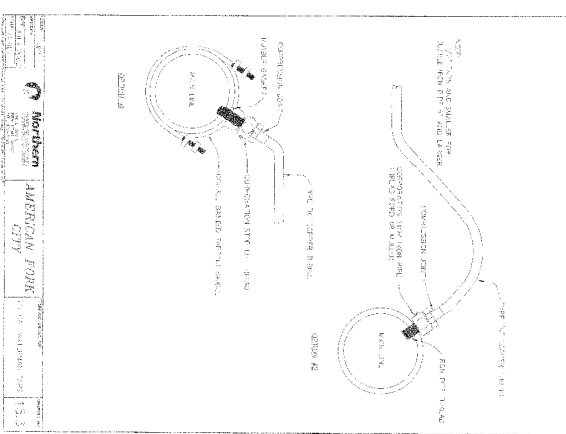
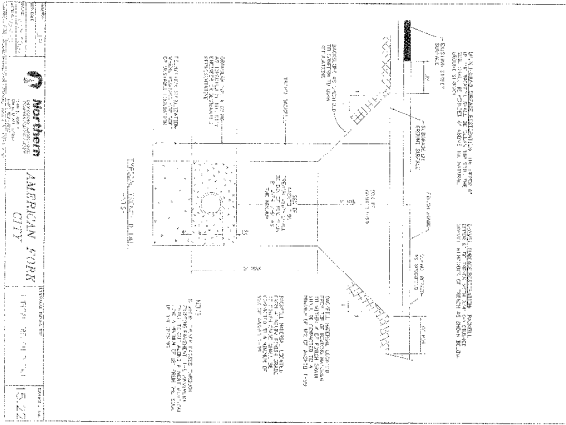
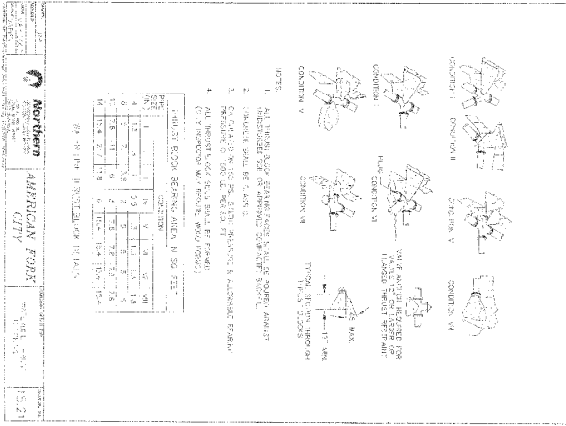
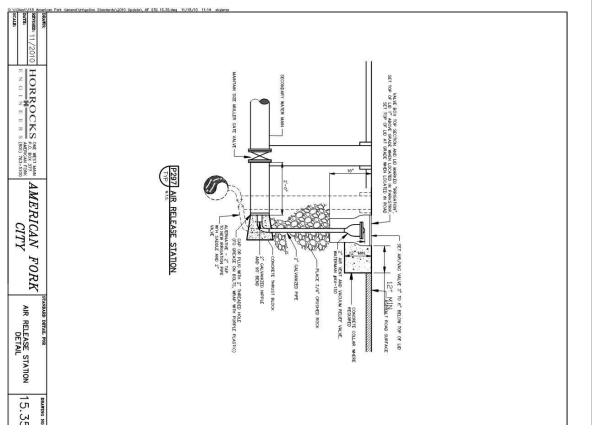
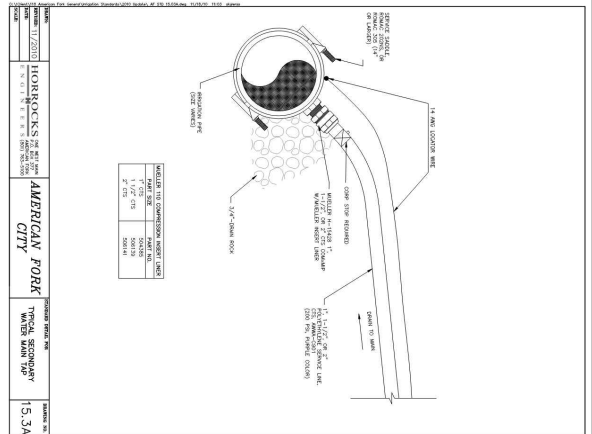
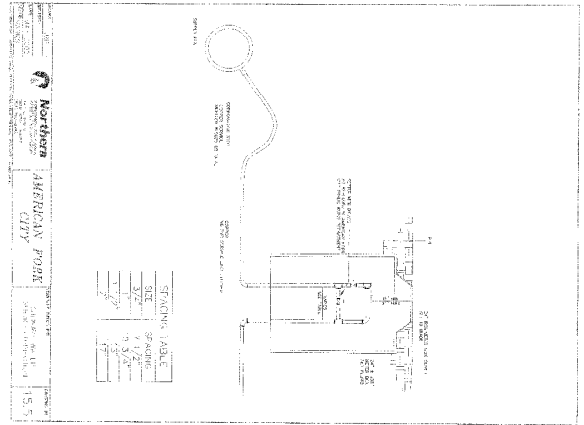
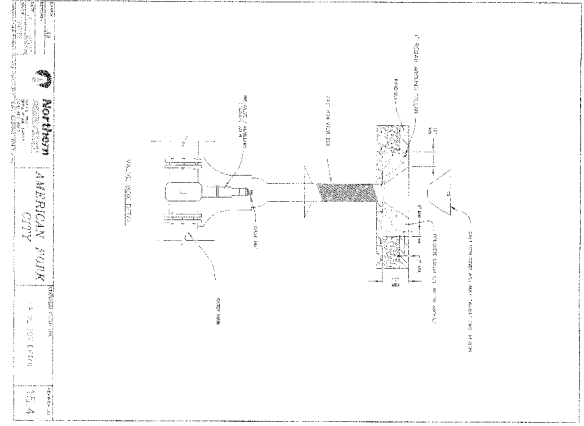
DEER PARK LOT 3 STORAGE
51 WEST 1100 SOUTH, AMERICAN FORK, UTAH
1100 SOUTH – FUTURE STRIPING PLAN

CIR CIVIL ENGINEERING & SURVEYING
10718 S BECKSTEAD LANE, SUITE 102
South Jordan, Utah • 801-460-4296

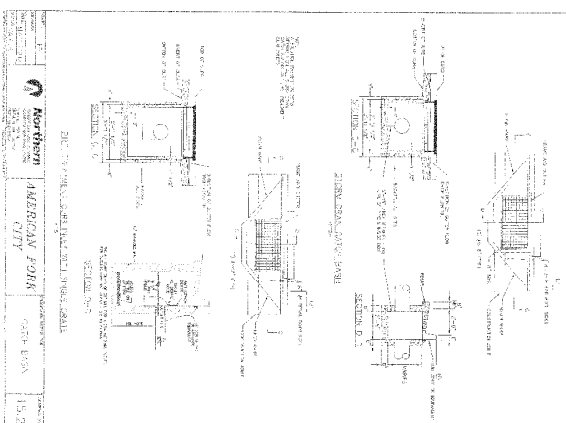
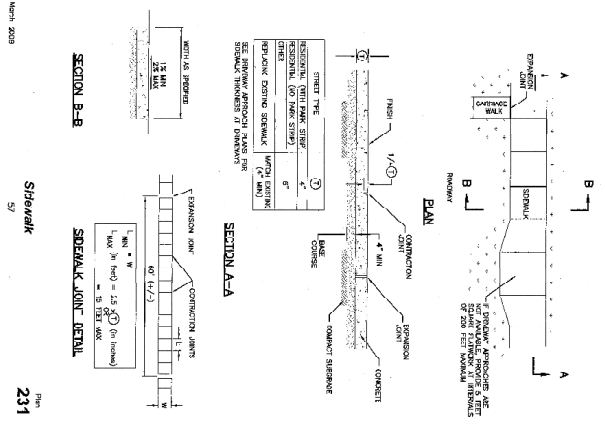
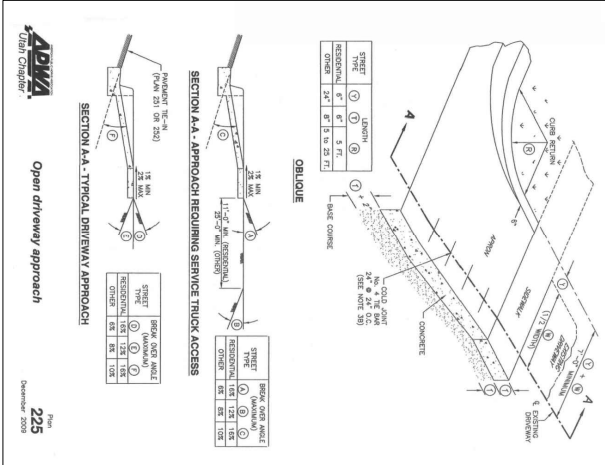
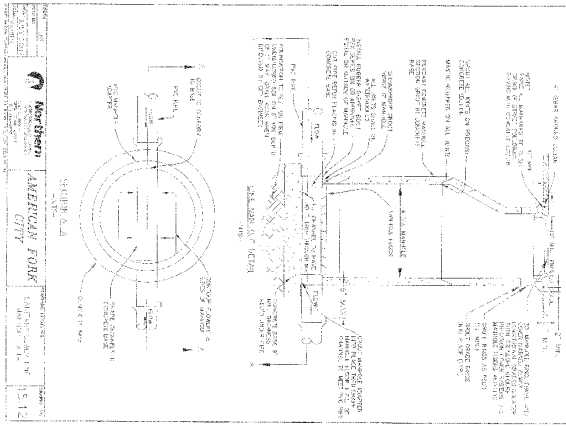
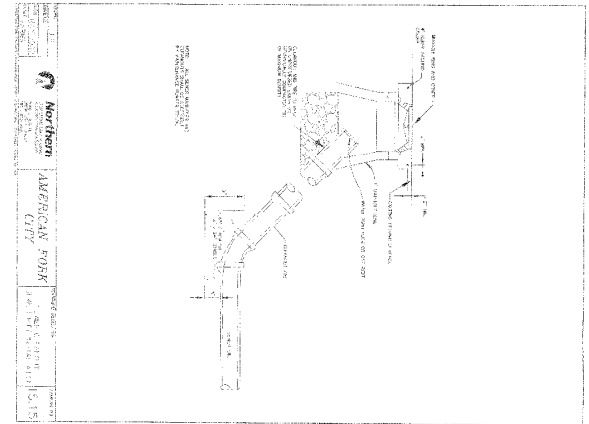
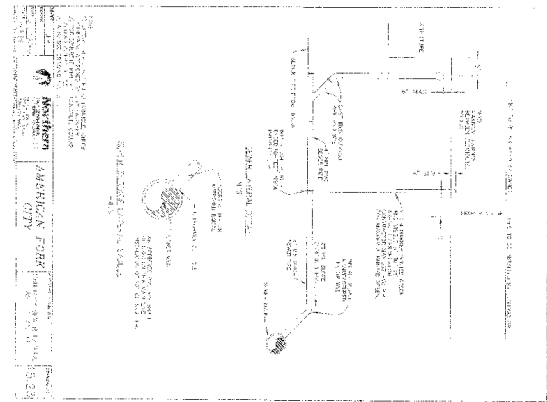
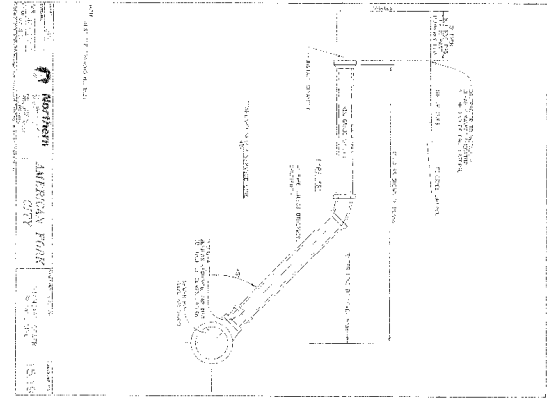


UTAH 811

SHEET NO. C3.2
PROJECT @ DATE: 221-035 09/28/23
FILE NUMBER: 221-035
SCALE: AS SHOWN



DEER PARK LOT 3 STORAGE
51 WEST 1100 SOUTH, AMERICAN FORK, UTAH
AMERICAN FORK CITY DETAIL SHEET



DEER PARK LOT 3 STORAGE
51 WEST 1100 SOUTH, AMERICAN FORK, UTAH
AMERICAN FORK CITY DETAIL SHEET

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South Jordan, Utah • 801-464-4296

1	CITY COMMENTS	ROW 10/22/23
2	CITY COMMENTS	ROW 11/07/23
NO.		
DESIGNER:	SDT	



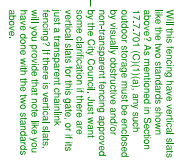
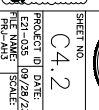
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File:

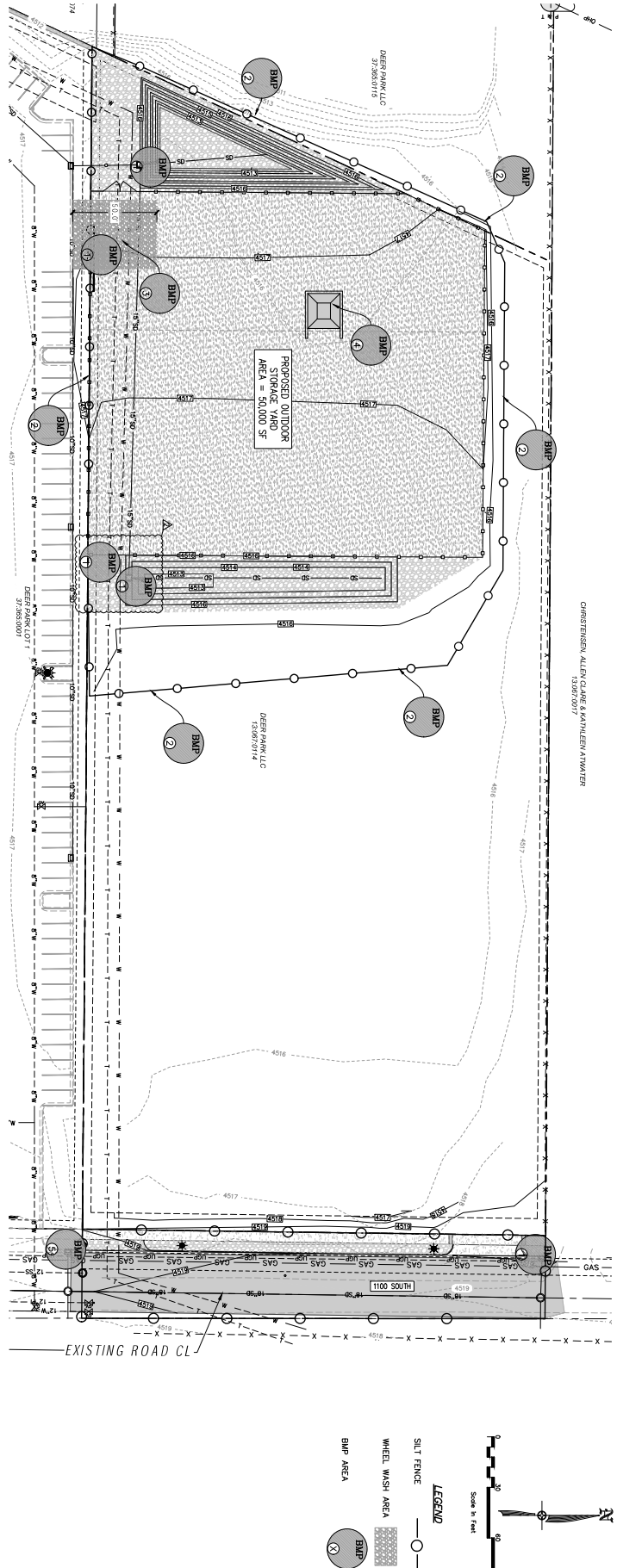


Drawn: 10/23/2023
File:

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51 WEST 1100 SOUTH, AMERICAN FORK, UTAH

CL31-40WBW
AS NOTED



DURING CONSTRUCTION

1. ALL EROSION CONTROL BEST MANAGEMENT PRACTICES SHALL BE INSPECTED AND MAINTAINED REGULARLY (MINIMUM ONCE A WEEK) AND AFTER EVERY STORM EVENT.
2. CONTRACTOR TO KEEP LAND DISTURBANCE TO MINIMUM TO CONTROL RUNOFF.
3. LIMIT AND CLEANING AND RESTORE ALL GRADING AS SOON AS POSSIBLE.
4. PROPOSED SEEDING TO RE-VEGETATE CUT AND FILL SLOPES AS THE WORK IS COMPLETED.
5. AT ALL TIMES DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND OTHER EROSION.
6. MAINTENANCE OF STREET: STREETS TO BE KEPT CLEAN AND FREE FROM EROSION.
7. CONTRACTOR SHALL PROVIDE DUST CONTROL MEASURES AT ALL TIMES.
8. CONTRACTOR TO HAVE WATER TRUCK AVAILABLE AS WATER SOURCE FOR WHEEL WASH AREA, OR ALTERNATE WATER SOURCE MAY BE USED IF APPROVED BY THE CITY.
9. IF GROUND WATER IS ENCOUNTERED DURING THE CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING THE GROUND WATER THROUGH THE USE OF SAND BAGS AND/OR GEO FABRICS TO PREVENT IT TO BE DONE PRIOR TO IT BEING INTRODUCED INTO THE PUBLIC STORM DRAIN.
10. A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE KEPT ON THE SITE DURING ALL CONSTRUCTION ACTIVITY.

POST CONSTRUCTION

1. EROSION CONTROL STRUCTURES MAY BE REMOVED ONCE FINAL LANDSCAPING IS IN PLACE.
2. EROSION CONTROL STRUCTURES SHALL REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS BEEN ESTABLISHED.
3. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL THE PAVED AREAS ARE COMPLETELY ESTABLISHED.
4. THE FOLLOWING PRECAUTIONS SHALL BE PERFORMED:
 - A) PERIODIC INSPECTION OF CATCH BASIN SEDIMENT TRAPS AND CLEANING EVERY MAJOR RAINFALL AND EVERY 6 MONTHS AS A MINIMUM. DISPOSAL OF SEDIMENT SHALL BE DONE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL ENVIRONMENTAL REGULATIONS.
 - B) LITTER, DEBRIS AND CHEMICALS MUST BE PICKED UP AND KEPT IN A CONTAINER TO PREVENT THEM FROM BEING INTRODUCED INTO THE STORM DRAIN.
 - C) PARKING AREAS SHALL BE KEPT FREE FROM AUTOMOBILE FLUIDS THAT COULD WASH INTO THE STORM DRAIN SYSTEM.

BMP CALLOUTS

1. PLACE A SILT FENCE AROUND THE PERIMETER OF THE INSTALLED PLACE GRAVEL BASIN AROUND THE INLET. GRAVEL BASIN TO BE USED ON PAVED OR CONCRETE SURFACES. SLOPES SHALL BE RE-VEGETATED TO PREVENT EROSION. IF INSTALLED ON GRAVEL SURFACES, THE SLOPES SHALL BE RE-VEGETATED TO PREVENT EROSION. IF INSTALLED ON GRAVEL SURFACES, THE SLOPES SHALL BE RE-VEGETATED TO PREVENT EROSION.
2. INSTALL TYPICAL SILT FENCE. SILT FENCE TO BE INSTALLED TO BE DONE SO AS TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN.
3. CONTRACTOR TO INSTALL A MINIMUM OF 6" DEEP GRAVEL BASIN TO PREVENT THE TRACKING OF MUD OFFSITE. THE BASIN SHALL BE INSTALLED TO PREVENT THE TRACKING OF MUD OFFSITE. THE BASIN SHALL BE INSTALLED TO PREVENT THE TRACKING OF MUD OFFSITE.
4. CONTRACTOR TO INSTALL CONCRETE MASONRY AREA TO PREVENT THE TRACKING OF MUD OFFSITE. THE BASIN SHALL BE INSTALLED TO PREVENT THE TRACKING OF MUD OFFSITE.
5. PLACE GRAVEL BASIN AS NECESSARY TO PREVENT SEDIMENT FROM DRIVING INTO EXISTING CATCH BASINS. SEE NOTE IN CALLOUT 1.



SHEET NO.

C5.0

PROJECT @ DATE:

E21-035 09/28/23

FILE NUMBER: 2023-035

SCALE: 1"=40'

DESIGNED BY: SDT

CHECKED BY: SDT

APPROVED BY: SDT

DATE: 11/07/23

DEER PARK LOT 3 STORAGE

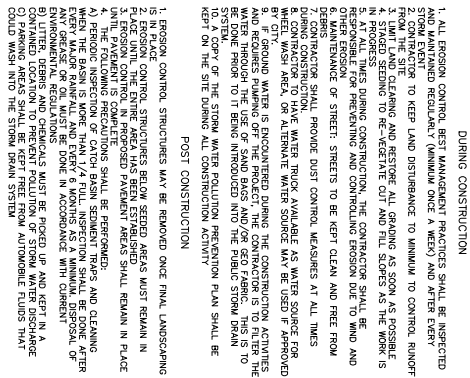
51 WEST 1100 SOUTH, AMERICAN FORK, UTAH

EROSION CONTROL PLAN (SWPPP)

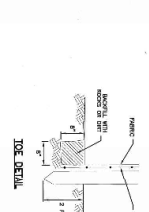
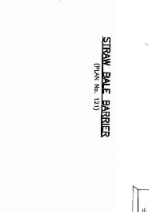
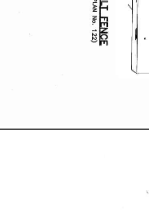
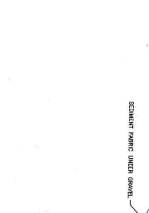
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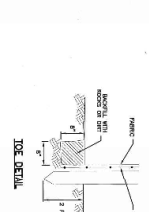
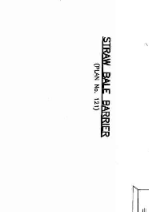
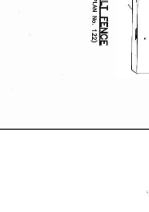
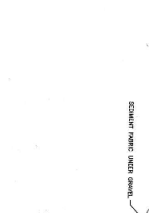
1. CITY COMMENTS	ROW 10/22/23
2. CITY COMMENTS	ROW 11/07/23
NO.	
DESIGNER: SDT	

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- [illegible]

28' fence GENERAL - A temporary sediment fence consists of a filter fabric stretched across two stakes to supporting posts and standards. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Post and Standard - 2" x 4" treated pine or equivalent. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. PRODUCTS - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Post and Standard - 2" x 4" treated pine or equivalent. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. EXECUTION - Install the filter fabric across the road or driveway. - Secure the filter fabric to the stakes and standards. - Inspect the filter fabric for any tears or damage. - Replace the filter fabric if it is damaged or torn.	14' GENERAL - A temporary sediment barrier must be installed across the road or driveway. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Post and Standard - 2" x 4" treated pine or equivalent. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. PRODUCT - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Post and Standard - 2" x 4" treated pine or equivalent. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. EXECUTION - Install the filter fabric across the road or driveway. - Secure the filter fabric to the stakes and standards. - Inspect the filter fabric for any tears or damage. - Replace the filter fabric if it is damaged or torn.	18' GENERAL - A temporary stabilized roadway entrance must be installed across the road or driveway. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Post and Standard - 2" x 4" treated pine or equivalent. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. PRODUCT - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Post and Standard - 2" x 4" treated pine or equivalent. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. - Filter Fabric - 100% polypropylene or polypropylene woven fabric. EXECUTION - Install the filter fabric across the road or driveway. - Secure the filter fabric to the stakes and standards. - Inspect the filter fabric for any tears or damage. - Replace the filter fabric if it is damaged or torn.
122' Silt fence  122' Silt fence 	124' Sheet protection - fence or straw bale  124' Sheet protection - fence or straw bale 	126' Stabilized roadway entrance  126' Stabilized roadway entrance 

122' Silt fence  122' Silt fence 	124' Sheet protection - fence or straw bale  124' Sheet protection - fence or straw bale 	126' Stabilized roadway entrance  126' Stabilized roadway entrance 
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ORDINANCE NO. _____**AN ORDINANCE APPROVING A SITE PLAN FOR DEER PARK – BORDER STATES ELECTRIC STORAGE YARD LOCATED AT 51 WEST 1100 SOUTH IN THE PLANNED INDUSTRIAL (PI-1) ZONE.**

WHEREAS the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork;

WHEREAS the City is authorized by law to enact ordinances establishing regulations for development within the City;

BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH,

PART I**DEVELOPMENT APPROVED – ZONE MAP AMENDED**

- A. The site plan for the Deer Park – Border States Electric Storage Yard, located at 51 West 1100 South, American Fork, Utah, as set forth in Attachment A, is hereby approved.
- B. Said plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone _____.
- C. Said plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II**ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE**

- A. Hereafter, these amendments shall be construed as part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- C. This ordinance shall take effect upon its passage and posting as required by state law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 12TH DAY OF DECEMBER 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 4. Ordinance - Deer Park Storage Yard - Site Plan (Deer Park - Commercial Site Plan)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on approval of a Final Plat, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South. The Final Plat will be for approximately 4.03 acres and will be in the PI-1 Zone.

SUMMARY RECOMMENDATION Planning Commission recommended approval.

BACKGROUND The applicant has applied for a Final Plat to create one parcel of land for future development in the Planned Industrial (PI-1) zone. The project looks to create a lot of land for a future outdoor storage yard and building. The outdoor storage yard will not be connected to the future development of a structure on the lot of land but is a continuation of the office/warehouse establishment located directly east of this lot. As the office/warehouse establishment that will be utilizing this outdoor storage yard is not located on this lot, a Temporary Cross Access Agreement has been created and will need to be finished to allow future businesses to access the outside storage yard that is on a different lot of land.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the proposed Final Plat, located at approximately 51 West 1100 South, in the Planned Industrial (PI-1) zone, with instructions to the city recorder to withhold recording the plat subject to all conditions identified in the public record associated with the December 6, 2023, Planning Commission meeting.

SUPPORTING DOCUMENTS

1. Deer Park - Final Plat - PC Staff Report (DOCX)
2. PC Minutes - Deer Park-Storage Yard - Final Plat(PDF)
3. Final Plat - (2023.11.23)Deer Park Phase 2 Subdivision_REV111523 (PDF)



Planning Commission Staff Report
Meeting Date: December 6, 2023

Agenda Topic

Review and recommendation on an application for a Final Plat, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South, American Fork City, UT 84003. The Final Plat will be for approximately 4.03 acres and will be in the PI-1 Zone.

BACKGROUND INFORMATION		
Location:		51 W 1100 S
Project Type:		Final Plat
Applicants:		Tyler Horan
Existing Land Use:		Design Industrial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Residential Low Density
	South	Residential Very Low Density
	East	Design Industrial
	West	Residential Low Density/Residential Very Low Density
Existing Zoning:		PI-1
Proposed Zoning:		N/A
Surrounding Zoning:	North	Unincorporated Territory
	South	Unincorporated Territory
	East	PI-1
	West	Unincorporated Territory
Square Footage (By Use)		N/A
Total Number of Units		N/A
Parking Requirement		N/A
Parking Provided		N/A



Planning Commission Staff Report
Meeting Date: December 6, 2023

Background

The applicant has applied for a Final Plat to create one parcel of land for future development in the Planned Industrial (PI-1) zone. The project looks to create a lot of land for a future outdoor storage yard and building. The outdoor storage yard will not be connected to the future development of a structure on the lot of land but is a continuation of the office/warehouse establishment located directly east of this lot. As the office/warehouse establishment that will be utilizing this outdoor storage yard is not located on this lot, a Temporary Cross Access Agreement has been created and will need to be finished to allow future businesses to access the outside storage yard that is on a different lot of land.

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.

Sec 17.7.211 Planning Commission Acts On Final Plan/Plat And Supporting Materials

When the final plan/plat and supporting materials required for approval have been completed in final form, the plan/plat and supporting materials shall be placed on the agenda of the planning commission and the commission may act to recommend approval of the final plan/plat upon a finding that:

- A. The final plan/plat and supporting materials conform with terms of the preliminary approval.
- B. The final plan/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.

Upon a finding of approval, the chairman shall be authorized to sign the final subdivision plats, where applicable.



Project Conditions of Approval

1. Temporary Cross Access Agreement will need to be finished with the appropriate exhibits that are currently missing for the outside storage area, and recorded with Utah County, prior to recording the mylar.
2. The Tax ID located in the boundary description will need to be updated to the current Tax ID associated with the lot of land.

Findings of Fact

1. The Final Plat meets the requirements of Section 17.7.210.
 - a. 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.
2. The Final Plat meets the requirements of Section 17.7.211.
 - a. When the final plan/plat and supporting materials required for approval have been completed in final form, the plan/plat and supporting materials shall be placed on the agenda of the planning commission and the commission may act to recommend approval of the final plan/plat upon a finding that:
 - i. The final plan/plat and supporting materials conform with terms of the preliminary approval.
 - ii. The final plan/plat complies with all city requirements and standards relating to large scale developments.
 - iii. The detailed engineering plans and materials comply with the city standards and policies.
 - iv. The estimates of cost of constructing the required improvements are realistic.
 - v. The water rights conveyance documents have been provided.
 - b. Upon a finding of approval, the chairman shall be authorized to sign the final subdivision plats, where applicable.

Planning Commission Staff Report
Meeting Date: December 6, 2023

Project Map



Standards 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.



Planning Commission Staff Report
Meeting Date: December 6, 2023

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 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, streetlight, 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).

Staff Recommendation

The Final Plat MEETS the requirements of Section 17.7.210 and Section 17.7.211. Staff recommends APPROVING the application WITH CONDITIONS.

Potential Motions – Final Plat

Approval

Madame Chair, I move to recommend approval for the proposed Final Plat, located at approximately 51 West 1100 South, American Fork City, in the Planned Industrial (PI-1) zone, subject to any conditions found in the staff report.



Planning Commission Staff Report
Meeting Date: December 6, 2023

Denial

Madame Chair, I move to deny the proposed Final Plat, located at approximately 51 West 1100 South, American Fork City, in the Planned Industrial (PI-1) zone.

Table

Madame Chair, I move to table action for the proposed Final Plat, located at approximately 51 West 1100 South, American Fork City, in the Planned Industrial (PI-1) zone and instruct staff/developer to.....

UNAPPROVED MINUTES

12.06.2023

The motion passed

ACTION ITEMS

- a. Review and recommendation on an application for a Final Plat, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South, American Fork City, UT 84003. The Final Plat will be for approximately 4.03 acres and will be in the PI-1 Zone.**

Cody Opperman reviewed the background information for Action Item letter a: The applicant has applied for a Final Plat to create one parcel of land for future development in the Planned Industrial (PI-1) zone. The project looks to create a lot of land for a future outdoor storage yard and building. The outdoor storage yard will not be connected to the future development of a structure on the lot of land but is a continuation of the office/warehouse establishment located directly east of this lot. As the office/warehouse establishment that will be utilizing this outdoor storage yard is not located on this lot, a Temporary Cross Access Agreement has been created and will need to be finished to allow future businesses to access the outside storage yard that is on a different lot of land. This property was annexed into American Fork City a couple of months ago.

Jenny Peay: So, on the plans I am seeing a nine-foot screen fence with barbed wire on the top. On the perimeter of the property, where is that? I am having a hard time finding on the plans where that eight-foot fence is. Is it going to go the entire perimeter property or just at the southern portion?

Cody Opperman: When we get to the commercial site plan, I can show you where that is going to be, but for your question right now Jenny, the fencing will be eight feet, and one foot for security purposes. The eight-foot fencing, or 96 inches indicated in the standards, will be only for 50,000 square feet of outdoor storage area, so it's a little over an acre. Once we get into the commercial side plan, I can go into a little bit more detail about where that's gonna be located but

UNAPPROVED MINUTES

12.06.2023

it's more on the southern portion of that property. So, I believe, and the applicants can correct me if I'm wrong, is that the future plan for that northern portion of the property is to provide another PI-1 structure, maybe an office warehouse structure, fronting 1100 South.

Jenny Peay: My concern was coming off of 1100 south, for that residential area, you're going to cause a blind driveway if there is an 8-foot fence clear up to 1100 [south]. I just wondered how far back that was going to go.

Cody Opperman: Yeah, it's pretty far back from 1100 south. It's basically the last acre of the Southern property. That home just to the north fronting 1100 south, I believe is not a concern really, and they've also provided around 150 feet from the adjacent residential lot line. I can show you that in the commercial site plan. Just after this final plat determination.

Jenny Peay: Thank you for that.

Chairwomen Anderson: I believe the applicant is here. If you'd like to, you're welcome to step forward and tell us about your project. Do you have anything you'd like to add?

Tyler Horan: Tyler Horan. I don't really have anything to add. If any questions come up, we can come back up. If you remember, we went through the process of the text amendment several months ago to allow this use. Since that went through, we have just worked with staff to make sure that we meet all the requirements that we talked about. So, if any questions come up, we can answer them.

Chairwomen Anderson: Okay, great.

Bruce Frandsen: So Tyler, right now with your access, you're planning to bring it all from the east over? You're not planning an access onto the road to the north at this point? Obviously, the temporary access will go away at some point when you develop on the north end of the property.

UNAPPROVED MINUTES

12.06.2023

Tyler Horan: That's Correct. That one acre like they had said, is just on that south section. And, yeah, we're not going to allow the tenant to drive their semi-trucks through that dirt. We communicated pretty clearly to them that they're going to come through what's already paved, and they'll access through that parking lot. That's the reason that staff recommended we have that cross-access easement just so it's buttoned up that it's a legal access.

Chairwomen Anderson: If we don't have any further discussion on the final plat, we can have a motion.

Rodney Martin moved to recommend approval for the proposed Final Plat, located at approximately 51 West 1100 South, American Fork City, in the Planned Industrial (PI-1) zone, subject to any conditions found in the staff report.

Bruce Frandsen seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Harold Dudley	AYE
Jenny Peay	AYE
David Bird	AYE
Bruce Frandsen	AYE
Rodney Martin	AYE
Christine Anderson	AYE

The motion passed

- b. Review and recommendation on an application for a Commercial Site Plan, known as Deer Park - Border States Electric Storage Yard, located at 51 West 1100 South, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 4.03 acres and will be in the PI-1 Zone.**



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution revising the TSSD Impact Fee and user fees.

SUMMARY RECOMMENDATION

Staff would recommend approval of the revised fee.

BACKGROUND

Timpanogos Special Service District revised their impact fee from \$3,559.00/equivalent residential unit to \$4,981.00/equivalent residential unit effective January 1, 2024. American Fork City collects this fee on behalf of TSSD and needs to update our fees to reflect the change.

In addition, TSSD is increasing their user rates by 40% effective January 1, 2024. The city sewer base and usage fee remain unchanged. The district measures flow per 1,000 gallons, biological oxygen demand (BOD) per pound, and total suspended solids (TSS) per pounds and invoices the city for total citywide monthly usage. The charge to residential, commercial, and industrial users are based on the average usage per ERU.

Drain fee increases of \$2.00 per month were approved on June 13, 2023, and will become effective January 1, 2024.

The following chart reflects the changes effective January 1, 2024:

Fee	Dwelling	Current Rate	Effective January 1, 2024	Difference	Notes
Sewer Impact Fee	Development	\$3,559.00/ERU	\$4,981.00/ERU	\$1,422.00	Rate increases imposed by TSSD
Sewer Base Rate TSSD	Residential/ Commercial/ Industrial	\$19.66	\$27.52	\$7.86	
Sewer User Rate TSSD		\$.88/1,000 gallons	\$1.23/1,000 gallons	\$0.35	
Sewer Base Rate TSSD	Residential County	\$39.32	\$55.05	\$15.73	
Sewer User Rate TSSD		\$1.76/1,000 gallons	\$2.46/1,000 gallons	\$0.70	
Sewer User Rate TSSD	Schools	\$.26/student	\$.36/student	\$0.10	
Base Drain Fee	Single Unit	\$8.50	\$10.50	\$2.00	Storm water

	Residential				study adopted 12/7/21, increase approved 6/23/23
Base Drain Fee	Multi Unit Residential/ Commercial/ Industrial	\$6.69	\$8.27	\$1.58	
Area Charge per 1000 SF		\$0.53	\$0.66	\$0.13	

BUDGET IMPACT

No impact for TSSD impact fees, as it will be passed onto the District. User fee increases will be used to fund TSSD rate increases to the City, therefore, net budget impact is \$0.

SUGGESTED MOTION

I move to approve the resolution amending the general fee schedule to include revisions to the TSSD impact fee and user fee rates.

SUPPORTING DOCUMENTS

12-12-23 Resolution Fee Schedule adoption (DOC)

2024 Impact Fee Notification Letter (003) (PDF)

TSSD User Rate Increase Notification Effective January 1 2024 (PDF)

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 SEWER 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 January 1, 2024:

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 12 day of December 2023.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: 12-12-23 Resolution Fee Schedule adoption (TSSD Impact Fee and User fees)

AMERICAN FORK CITY
General Fee Schedule Amendments
Exhibit A

Fee	Dwelling	Current Rate	Effective January 1, 2024	Difference	Notes
Sewer Impact Fee	Development	\$3,559.00/ERU	\$4,981.00/ERU	\$1,422.00	Rate increases imposed by TSSD
Sewer Base Rate TSSD	Residential/ Commercial/ Industrial	\$19.66	\$27.52	\$7.86	
Sewer User Rate TSSD		\$.88/1,000 gallons	\$1.23/1,000 gallons	\$0.35	
Sewer Base Rate TSSD	Residential County	\$39.32	\$55.05	\$15.73	
Sewer User Rate TSSD		\$1.76/1,000 gallons	\$2.46/1,000 gallons	\$0.70	
Sewer User Rate TSSD	Schools	\$.26/student	\$.36/student	\$0.10	



Timpanogos Special Service District

Alpine • American Fork • Cedar Hills • Eagle Mountain • Highland • Lehi • Pleasant Grove • Saratoga Springs • South Valley • Vineyard

Re: Impact Fee Notification -- 2023 Amendment, effective January 1, 2024

Dear Mayor,

At its September 21, 2023 board meeting, the Administrative Board of the Timpanogos Special Service District ("District") approved the 2022 Impact Fee Facilities Plan (the "Plan"), the 2023 Technical Memorandum to the Plan ("2023 TM"), and the 2023 Impact Fee Analysis ("2023 IFA"). These materials were prepared for the District by Bowen, Collins and Associates (2023 TM) and Zions Bank (2023 IFA). The 2023 IFA results in an increase in the amount currently assessed for the District's Sewer Impact Fee.

The fee will increase from \$3,559.00/Equivalent Residential Unit (ERU) to \$4,981.00/ERU. The impact fee charged for each unit in a residential multi-unit development is \$4,981.00/ERU. The new fee will be effective January 1, 2024. The new fee applies to all permits currently under review and those moving forward, and the new fee shall be assessed based on the date the applicant pays the impact fee. The new impact fee of \$4,981.00/ERU shall be assessed on any development for which the impact fee for a building permit applicant is paid on or after January 1, 2024.

The District formulas for calculating the new impact fee is provided in the Excel file – "TSSD Impact Fee Form 01012024" which has been emailed to you and to members of your staff. This is the formula that is to be used for all development for which a TSSD impact fee is paid on or after January 1, 2024. Please do not use the previous District provided formulas, as they will not be honored by the District.

Please inform the appropriate individuals in your City of this change and of the January 1, 2024 effective date.

Please do not hesitate to contact the District with any questions. Inquiries may be directed to the District as follows:

Richard Mickelsen
District Manager
(801) 756-5231
email: richard.mickelsen@timpssd.org

or Shannon Hansen
Administrative Manager
(801) 756-5231
email: shannon.hansen@timpssd.org

Sincerely,

Sullivan Love
Chair, TSSD Administrative Board

Attachment: 2024 Impact Fee Notification Letter (003) (TSSD Impact Fee and User fees)



Timpanogos Special Service District

Alpine • American Fork • Cedar Hills • Eagle Mountain • Highland • Lehi • Pleasant Grove • Saratoga Springs • South Valley • Vineyard

User Fee Increase Notification, effective January 1, 2024

Dear Mayor,

At its November 16, 2023, board meeting, the Administrative Board of the Timpanogos Special Service District ("District") approved a Sewer Rate Study dated November 2023. The Rate Study recommended alternatives for rate increases including a 40% increase for the year beginning January 1, 2024, with additional increases in coming years. A copy of the Rate Study, prepared by Zions Public Finance, Inc. is included with this Notification.

By way of background, the last fee increase adopted by the District was ten years ago; the current user fee imposed by the District has remained \$3.07 per 1,000 gallons of wastewater.

The new rate, effective January 1, 2024 increases the user fees as follows:

Influent flow (\$/1,000 gallons)	\$2.9078
BOD (\$/lbs)	\$0.3122
TSS (\$/lbs)	\$0.2506

An average residence contributes about 6,000 gallons of wastewater per month to the TSSD system. For several years this has made the average charge/ERU \$18.43. The 40% increase will bring the average rate to \$25.80, or \$4.30/1,000 gallons, increasing the average monthly charge by \$7.37.

As you are aware, the District measures the City's flow, BOD, and TSS load monthly. The user fees are calculated using the measured values. The cities then remit their user fee.

Please inform the appropriate individuals in your City of this change and of the January 1, 2024 effective date. Your city is responsible to collect and remit all appropriate fees beginning January 1, 2024.

Please do not hesitate to contact the District with any questions. Inquiries may be directed as follows:

Richard Mickelsen
District Manager
(801) 756-5231
email: richard.mickelsen@timpssd.org

or Shannon Hansen
Administrative Manager
(801) 756-5231
email: shannon.hansen@timpssd.org

Sincerely,

Sullivan Love
Chair, TSSD Administrative Board

Attachment: TSSD User Rate Increase Notification Effective January 1 2024 (TSSD Impact Fee and User fees)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Community Services **Director Approval** Derric Rykert

AGENDA ITEM Review and action on a contract with the State of Utah Department of Natural Resources to accept grant funding to provide improvements at the American Fork boat harbor.

AGENDA ITEM Review and action on a agreement with the State of Utah Department of Natural Resources to accept grant funding to provide improvements at the American Fork Boat Harbor.

SUMMARY RECOMMENDATION Staff recommends approval.

BACKGROUND Staff has applied for and we have successfully been awarded grant funding from the State of Utah Department of Natural Resources to make improvements at the boat harbor. The funding will provide \$1,800,000 to go toward the project. There were previously awarded funds that we have not been able to utilize in the contract period and those will be rolled forward and are included in the \$1.8 million. Final project costs have not yet been determined but this project will be completed in phases and these funds will all be expensed in the first phase. First phase includes but is not limited to: parking lot replacement, new restroom, new entrance building, trail, beach area improvements, fencing and other infrastructure.

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BUDGET IMPACT \$1,800,000 will be utilized for the boat harbor project.

SUGGESTED MOTION Move to approve the Mayor sign the contract with the State of Utah Department of Natural Resources for the boat harbor grant.

SUPPORTING DOCUMENTS

Agreement_AFCMarina - Morgan Faulkner (PDF)

		State Contract # _____ Assigned by the Division of Finance or Purchasing
STATE OF UTAH CONTRACT COVER SHEET		
This contract is entered into as a result of: ☐ The procurement process on Bid /RFP # _____ ☐ The procurement process on Requisition # _____ FY _____ ☐ Pre-approved sole source (approval attached) _____ ☐ Agency grant, land purchase, DAS-Purchasing delegation ☒ Contract with other state agency or political subdivision ☐ Under \$5,000 (total amount for contract period) ☐ Agency exemption from DAS-purchasing approval LPD169 ☐ Revenue agreement		

1. Agency Name UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY
FIRE, & STATE LANDS

Agency Code 560

2. General Purpose of Contract:

To provide enhancement of the American Fork City Boat Harbor

3. Contractor Name American Fork City

4. Contract Period: Effective date Date of last signature Termination date 12/31/2024
(mm/dd/yy) (mm/dd/yy)

5. Authorized Amount: \$2,000,000.00

6. Vendor # 87640I

7. Commodity Code(s) 95990

COMMENTS:

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

FI85
Division of Finance

**UTAH DEPARTMENT OF NATURAL RESOURCES, FORESTRY FIRE AND STATE LANDS
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

		LEGAL STATUS OF CONTRACTOR:	
		LG ☒	State or Local Government
		CU ☐	College or University
		NP ☐	Non-Profit Corporation
		CC ☐	For-Profit Corporation
		OT ☐	Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION:		NAME OF CONTRACT: _____	
Division: <u>FORESTRY, FIRE, & STATE LANDS</u>		Name of Contractor: _____	
Office: _____		Address: _____	
		DUNS # (if applicable) _____	

**APPROVAL AND REVIEW SIGNATURES
UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FIRE AND STATE
LANDS**

APPROVAL AND REVIEW OF CONTRACT:

Program Manager Date

Area Manager Date

APPROVAL OF FUNDS AVAILABILITY:

Financial Manager Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- ☒ 1. Vendor Contract - Contractor provides goods or services.
☒ Standard Terms and Conditions used as Attachment A in Contract.
☐ Other approved provisions used as Attachment A in Contract.
- ☐ 2. Subrecipient Contract - Contractor carries out grant program.
☐ Standard Terms and Conditions used as Attachment A in Contract and
DNR Subaward Terms and Conditions used as additional attachment.
☐ Other approved provisions used as additional attachment.
- ☒ 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

Source of Funds:

Contract Allocation Sheet											Total	
							FFY_____		FFY_____			
State/Federal Source	Federal %	CFDA #	Fund	Agency	Unit	Appr Unit	Obj	Prog/Func	Amount	Prog/Func	Amount	
			1000	560	1780	RDH	6137	FL2024SLUI				
				560								
				560								
				560								
Totals												

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**COOPERATIVE AGREEMENT
BETWEEN
STATE OF UTAH, DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
AMERICAN FORK CITY**

EFFECTIVE DATE: Date of the Final Signature

CONTACT INFORMATION:
American Fork City Corporation
51 East Main Street
American Fork City, UT 84003

I INTRODUCTION

During the 2023 Utah State Legislative Session, the Utah Division of Forestry, Fire and State Lands (FFSL) received funds to be administered for marina enhancements at Utah Lake. The proposed uses of funds were brought before a grant selection committee and approved. FFSL has awarded a total of \$2,000,000 to American Fork City for the enhancement of the American Fork City Boat Harbor.

II PURPOSE

This Cooperative Agreement between FFSL and American Fork City outlines the scope of work, project timeline, responsibilities, and resources to be exchanged between the American Fork City and FFSL for this project at Utah Lake.

Attachments:

- A: State Of Utah Standard Terms and Conditions for Services
- B: Scope of Work

III RESPONSIBILITIES AND PROCEDURES

A. FFSL will:

1. Reimburse up to \$2,000,000 in project funding to American Fork City. Funding will be provided to American Fork City as a reimbursement when project work is completed, paid for, and verified. Reimbursement will not take place until invoices and supporting documentation are provided to FFSL.
2. Not be held responsible for damage or liability caused by any actions under this contract within or outside the approved project area.

B. American Fork City will:

1. Advise FFSL of any proposed changes to scope of work and the effects of this change. Change must be agreed upon by FFSL before any of the proposed changes take place. An agreement extension is allowable once with sufficient justification.
2. Submit detailed invoices showing actual hours worked, rates, materials, etc. and be able to supply documentation of time spent or expenditures made using the funds of this agreement if requested.
3. Competitively bid for goods and services for any costs over \$5,000 and accept the lowest qualified bidder. If the lowest bid is not accepted, justification should be sent to DNR for approval. American Fork City will provide documentation to support the bids were done appropriately. Proof of competitive bidding must be submitted prior to the beginning of the work described in the scope of work document.
4. Submit final report within the 60 days following the expiration of the agreement.
5. Perform project work as described in the attached scope of work.
6. Submit project updates to the Division on or before the following dates. American Fork City is also required to meet the pre-determined reimbursement deadlines as defined in the scope of work.
7. Allow State agency staff, and State auditors access to all records pertaining to this agreement for audit and inspection of this project. American Fork City will maintain all records necessary to properly account for the expenses made for the costs authorized by this agreement. These records will be maintained for at least six years after the agreement terminates, or until after all audits initiated within the six years have been completed, whichever is later.

IV TERMS OF AGREEMENT

This Agreement shall become effective at the date of the final signature and shall remain in effect until December 31, 2024, at the end of which time it will expire unless canceled. This agreement may be revised as necessary by mutual consent of the Parties or by the issuance of a written amendment, signed and dated by Parties. This agreement may be amended only once. Either Party, providing it gives 60 days written advance notice, may terminate this Agreement. Failure to comply with any requirement outlined in this agreement may result in termination.

Agreement Signature Block - SLC Office

Contractor
(President or Official Rep)

**Utah Division of Forestry, Fire and
State Lands**
(Financial Manager)

Signature Date

Signature Date

Print or Type Name

Print or Type Name

**Utah Division of Forestry, Fire and
State Lands**
(Director)

Attorney General

Signature Date

Signature Date

Print or Type Name

Print or Type Name

Division of Finance

Signature Date

Attachment: Agreement_AFCMarina - Morgan Faulkner (Boat Harbor Grant)

March 8, 2018

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
- 6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
- 7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B – SCOPE OF WORK

Utah Lake Marina & Public Access Enhancements



Thank you for your time and for this opportunity to respond to your RFP and apply for funding to go towards the improvements at the American Fork Boat Harbor. This is a wonderful facility that we love having in our community. We recognize it is a great resource to our residents but also a great access point to Utah Lake for many people that come from surrounding communities. As the northernmost access point on Utah Lake we also find a lot of visitors coming from Salt Lake County. The improvements we envision at this Marina will allow us to accommodate more users, improve the experience for those that already come and enjoy Utah Lake.

Description of work to be done:

After several years of brainstorming, planning and overcoming some roadblocks the American Fork Boat Harbor project is now moving forward! The boat harbor is in a beautiful location, receives thousands of visitors per year and is a great amenity to the community. We are currently working with JUB engineers to finalize the plans for the boat harbor. The project will be put out to bid this winter with construction set for the Spring of 2024. Phase 1 of our boat harbor master plan meets the goals of this funding opportunity very well as it will enhance access to Utah Lake.

- Parking lot-including demolition, erosion control, paving, striping including improved entry and exit traffic patterns
- New perimeter fencing and lighting
- New restroom for facility users
- Entrance booth to improve access, safety and interactions with patrons
- Beach area: This will create a sandy beach area with shade, picnic areas, and other amenities
- Boat launch rehabilitation: The existing ramp needs to be redone and will provide a safer launching experience for users
- Boat docks: Boat docks will be available for users to safely load and unload, fish and enjoy the marina
- Jetty Improvements: This will provide landscaping, parking and asphalt along with improved access for fishing

Include a map of the marina or access point detailing the areas proposed for enhancement

The current conditions of the boat harbor are not ideal. The existing parking lot has deteriorated and is littered with potholes and insufficient drainage. The existing beach area is very small and does not meet the needs of users. The restroom is old, the jetty has more weeds than we would like and the ramps and docks are in need of improvements. We are hoping to include improvements in the harbor as far as the funding will take us.





American Fork City Scope of Work:

American Fork Boat Harbor Project

<u>Beach area</u>	Quantity	Unit Price	Line Total	Projected Timeline	
Tree Grubbing, Prunning and Planting	1	\$ 49,000.00	\$ 49,000.00	December 2023	Available: \$200,000
Shade Stuctures	6	\$ 8,650.00	\$ 51,900.00	December 2023	
Benches	6	\$ 1,335.00	\$ 8,010.00	December 2023	
Picnic Tables	6	\$ 1,200.00	\$ 7,200.00	December 2023	
Trash Cans	5	\$ 702.00	\$ 3,510.00	December 2023	
Bike Racks w. Pad	3	\$ 525.00	\$ 1,575.00	December 2023	
Sand	1	\$ 7,000.00	\$ 7,000.00	January 2024	
Entrance Booth	1	\$ 72,000.00	\$ 72,000.00	January 2024	
Parking Lot Demolition, Erosion Control, Drainage, Trail, paving & Striping			TBD	March 2024-June 2024	Available: \$1,800,000
Beach Improvements, Sand, Volleyball			TBD	March 2024-June 2024	
Perimeter Fencing and Lighting			TBD	March 2024-June 2024	
Boat Dock replacement, refurbishment			TBD	July 2024-August	
Jetty Improvements: Landscaping, Parking, Trail, ammenities, fishing access			TBD	June 2024-Sept. 2024	
Boat Launch Rehabilitation			TBD	March 2024-June 2024	

Progress Report and Spending Deadlines:

- January 31, 2024 - \$200,000
- June 30, 2024 - \$500,000 (\$700,000 total spent)
- September 30, 2024 - \$500,000 (\$1,200,000 spent)
- December 31, 2024 - \$800,000 (\$2,000,000 spent)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution adopting a flagpole policy along public thoroughfares in American Fork City.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The city council has discussed in the past a policy allowing residents to place flagpoles in their park strips. Before the council is a resolution that outlines the requirements for installing flagpoles in park strips.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the resolution adopting a flagpole policy along public thoroughfares in the city.

SUPPORTING DOCUMENTS

12.12.23 - Flagpole Resolution (DOCX)

DRAFT

RESOLUTION NO. _____

A RESOLUTION ADOPTING A FLAG POLE POLICY ALONG PUBLIC THOROUGHFARES IN THE CITY OF AMERICAN FORK, UTAH.

WHEREAS American Fork City desires to establish a policy allowing the installation of flag poles within the public park strips along public thoroughfares in the City of American Fork (“Park Strips”);

WHEREAS the City Council acknowledges that display of an official flag of the United States of America can be a powerful symbol of honor, pride, and identity and the City wishes to allow such display within its Park Strips;

WHEREAS the City Council acknowledges the need for certain regulations and specifications related to the installation of the flag poles to protect the health safety and welfare of residents and directs City staff to develop said regulations and specifications, consistent with this resolution;

WHEREAS it is not the intent of the City Council to create a public forum of any kind or type within the Park Strips, but rather to permit only the official flag of the United States of America to be flown within the Park Strips.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of American Fork City, Utah County, Utah, as follows:

1. Subject to this resolution, the installation and use of flag poles in the Park Strip shall be permitted;
2. Installation of a flag pole within the Park Strips shall require a flag pole installation permit;
3. City staff, with the approval of the Mayor and City Administrator, shall establish certain regulations and specifications related to the installation and use of the flag poles within the Park Strip, specifically:
 - a. Height and width of pole;
 - b. Engineering of pole;
 - c. Installation of pole, including specific location within the Park Strip;
 - d. Installation limited to the Park Strip in front of Applicant’s residence (must be the legal owner of said residence);
 - e. Size of flag;
 - f. Condition of flag;
 - g. Required compliance with the Federal Flag Code;
 - h. Restriction to an official flag of the United States of America; and
 - i. Any regulations and specifications necessary to protect the health, safety, and welfare of the residents of American Fork City.

Attachment: 12.12.23 - Flagpole Resolution (Flagpole policy)

DRAFT

PASSED, APPROVED and ADOPTED by the City Council of American Fork City, Utah,
this ____ day of _____, 2023.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: 12.12.23 - Flagpole Resolution (Flagpole policy)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on a code text amendment of the American Fork Municipal Code amending Section 17.5.105 titled Area of Accessory Building, to amend language related to structure size, and to clarify language related to the approval procedure to be followed.

SUMMARY RECOMMENDATION The planning commission recommended approval of at the November 8th, 2023 Planning Commission meeting.

BACKGROUND The code text amendment looks to amend the language of Section 17.5.105 of the American Fork Municipal Code related to accessory structures. Staff has met with Councilmembers Shelton and Barnes who are proposing the amendments to the Code.

Legal Counsel has prepared a draft ordinance with some suggested changes, which outlines the proposed removal of Planning Commissions role in the decision-making process for accessory structures, at the request of the applicant.

The version that was brought before the Planning Commission for approval was recommended for approval with some substantive changes. The presented version, and version recommended for approval have been included in the packet.

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

SUGGESTED MOTION Move to approve the proposed code text amendment of the American Fork Municipal Code, amending Section 17.5.105, relating to the area of accessory buildings.

SUPPORTING DOCUMENTS

Section 17.5.105-Code Text Amendment (PDF)
Accessory Structure Approval 11.5.23 (PDF)
Accessory Structure Approval 11.5.23 - Ordinance as presented (DOCX)

Accessory Structure Approval 11.5.23 - Recommended for Approval (DOCX)

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Christine Anderson

AYE

Bruce Frandsen

AYE

The motion passed

- b. Public hearing and recommendation on a proposed code text amendment of the American Fork Municipal Code amending Section 17.5.105 titled Area of Accessory Building, to amend language related to structure size, and to clarify language related to the approval procedure to be followed.**

Patrick O'Brien reviewed the background information for Public Hearing item letter b. The code text amendment looks to amend the language of Section 17.5.105 of the American Fork Municipal Code related to accessory structures. Staff has met with Council members Shelton and Barnes who are proposing the amendments to the Code. Legal Counsel has prepared a draft ordinance with some suggested changes, which outlines the proposed removal of Planning Commissions role in the decision-making process for accessory structures, and to make the chief building official the approval authority and removing the over 1000 square feet requirements. There is quite a large red line document in the packet that outlines all of the proposed amendments. I do apologize we have been working on it significantly with staff, along with the applicants, to try and have something before you but I know it came out, I believe yesterday morning. I hope it was sufficient time to be able to read it. There are additional criteria that have been added that the accessory structures would need to comply with. It would still have the requirements of anything that would be considered as an undue negative impact would be addressed by the chief building official as potentially grounds for denial. If you have any comments on the red line, I'd be happy to answer them. The applicants are here as well, and all staff, fire marshal, city engineer, and planners have been involved in the discussions on that. I still think there is probably some disagreement or differing opinions on certain points and direction for it, but we'd be happy to discuss any questions or comments you might have.

Chairwomen Anderson: Okay, thank you. Do we have any questions for planning right now?

Rodney Martin: Yeah, number five. Appeal. This removes the ability for the applicant to appeal a decision by the planning department.

Patrick O'Brien: So, if the chief building official is the approval person involved in the process, the appeal authority will become the planning commission on that. There has been discussion on that simply because you see significantly more plans than the other appeal authority that we have

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11.08.2023

outlined. On top of that, you meet frequently throughout the year, and you have also been involved in the review of these plans in the past.

Rodney Martin: You're trying to lighten our load here?

Partick O'Brien: No, I'm not. I think there are some challenges associated with making it a single person. It becomes an issue where one person holds that power and then if there is a change in that role, the previous person might have found something to be an undue negative impact, and that could shift with the next person. I think having a group of peers and citizens for an applicant is quite beneficial as well.

Chris Christiansen: It's not like we receive a ton of these that we spend a lot of time on throughout the year.

Patrick O'Brien: I think the main challenge in the past has just been the three criteria that have been outlined in the code. I'm not sure which of you brought it up at the last item, but I do remember there was a commissioner who did bring it up and mentioned it was challenging to review plans with such little information, and to really give advice because it wasn't really what you would consider a complete set of plans. However, under the way the code is structured, that's what should've been brought forward to you. So, it was right under code, it just makes your role a little bit more challenging in that regard.

Chairwomen Anderson: There are some conditions where the accessory structure is larger than the dwelling which has to pass a pretty rigorous set of approvals.

Patrick O'Brien: Yes, currently the way the code is structured is that you can have an accessory structure over two times the size of the primary structure. I think we've discussed it in the past, staff has discussed it, it's kind of an issue in terms of the language that's used. Our perspective is that an accessory should be considered something that's subservient. If we have something that is borderline two times the size of a primary structure, it challenges that role of being subservient, I think.

Chairwomen Anderson: I just want to clarify this size requirement is different for agricultural.

Patrick O'Brien: There are exemptions in the building code. There's an agricultural exemption that can be utilized under different more stringent criteria that go along with that as well. You can generally see the difference in a large accessory structure regarded in someone's yard and what is meant to be an agricultural environment.

Chairwomen Anderson: So, is this the same language that I reviewed on Tuesday, or has it changed since then?

Patrick O'Brien: This is what was in the packet that went out yesterday morning.

Chairwomen Anderson: Okay, could you point me to the part where it kind of lists three requirements?

Patrick O'Brien: Yes. So, that's been redlined out now. You will see point one as being,

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Chairwomen Anderson: Line D on page one?

Patrick O'Brien: Line E I think. Sorry it is quite chaotic.

Chairwomen Anderson: Oh, I see. The parentheses number is following the items?

Patrick O'Brien: Yes. I can pull up the actual section of code that might be easier. Travis is actually going to pull it up so you have another screen in front of you that we can compare to the existing section of language of 17.5.105 and then review what's in your packet as well. Because, as I mentioned, there's significant red line to it. It's quite hard to read through it with the different colors and the strikethrough.

Chairwomen Anderson: Okay, so we have these three requirements as the code stands now.

Patrick O'Brien: Yes. So incidental to the primary use of the parcel, that there's an adequate assurance that neither the accessory buildings or any portion thereof will be used or converted for living or sleeping quarters or for the conduct of business. Then point three is that the bulk height, style, and construction material of the accessory structure is compatible with dwellings in the immediate vicinity and will not result in an undue negative impact upon adjacent properties. So, there has been significant language added to the proposal to clarify some of those sections of code, to specify what could be considered or may be considered as an undue negative impact. You'll see the strikethrough is down on some of the other areas that have been outlined.

Chairwomen Anderson: Okay, so it's kind of an attempt to streamline the process. I see that as far as items one and two, those are boxes that can be checked easily by a computer. Item three I see more as something that is good to come before commission, but we can talk about that. Engineering do you have comment on this?

Ben Hunter: No.

Jenny Peay: With the proposed change, when an application comes in, it will go directly to the building official who will make the determination on all of these factors, correct?

Patrick O'Brien: Correct. On the proposal, yes.

Jenny Peay: So, I guess my concern is the building height, particularly on this. Is there guidelines?

Patrick O'Brien: Currently, the section of code that deals with each of the different zonings outlines that the primary height of the building cannot exceed 36 feet. There's nothing under the accessory structure code that specifies the maximum height of an accessory structure. However, staff has interpreted that the primary use and that 36-foot height would also apply to the accessory structure.

Jenny Peay: So, they just need to match pretty much.

Patrick O'Brien: It could be 36 feet. However, if you have a neighborhood or a zone that allows for buildings to go up to 36-feet, and it's one of our communities that has the Rambler style homes, that 36 feet could end up towering over the existing homes. I'm not sure what perspective

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people would have in terms of character. My planning perspective is that overshadowing of structures and rear yards on the primary residences in the area, could potentially fall within that undue negative impact.

Jenny Peay: Okay, I guess my concern is this falls directly back on the building official to make this determination.

Patrick O'Brien: 100%, yes.

Jenny Peay: And what is his interpretation of the code going to be, and what kind of impact that's going to have. I just have some reservations on that because building officials change. One may decide something that is completely wrong. If he reads the code and there's no building height requirements on that, or his interpretation of what the character of the neighborhood is going to be. I just think there needs to be a little bit more guidance here.

Patrick O'Brien: I understand that. Are you asking based on the proposal that there's additional criteria or additional framework that should potentially be added?

Jenny Peay: Just a little bit more guidelines so this type of proposal, when they come in, the building official doesn't have that sole heaviness of making these determinations. If he can call out what the code says, it takes a lot of pressure off of the building official, they either meet or don't meet the code.

Patrick O'Brien: So, it gives them something more, that should the person change, there is less room for them to have more variation within how they come to that decision. Yeah, I can see that.

Chris Christiansen: Not just use their own interpretations.

Chairwomen Anderson: The language as it stands, talks about the third requirement is that it shall be of character which is consistent and compatible with the Bolkiah style construction materials of existing dwellings in the immediate vicinity. I do feel like those kinds of decisions are better decided by a body rather than one official who has all the weight of that decision.

Jenny Peay: I just think it puts a lot of undue stress on that building official to have to determine all these things.

Rodney Martin: Stress and/or their opinion having too much weight to make the decision.

Chairwomen Anderson: The other point is that these kinds of structures have the possibility of having a large impact on the community. We're talking about the character of the community that it would be impacting. If it just went to a building official, it wouldn't be noticed to the neighbors. I feel like we owe that noticing to the neighbor to be impacted, to be able to have a public forum to come and talk about that.

Patrick O'Brien: Currently, we don't notice the neighbors directly, but we do follow the state requirements for the public noticing, which gives the opportunity to still come. I guess there's the neighborly point. Do you inform your neighbors or not of what you're planning on doing?

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That's where each and every individual person should know it falls on a public meeting agenda. We follow the requirements in our municipal code under state code to post those public notices.

Chairwomen Anderson: Bruce, do you have a question?

Bruce Frandsen: Yes. So, if somebody comes in now with a 999 square foot building, the building official approves, it doesn't come to us, correct?

Patrick O'Brien: Yes.

Bruce Frandsen: So, the building official uses their judgment, and might say 36 feet is good. So, maybe we leave the code as it is and not change it, 1000 square feet is kind of arbitrary, maybe it's 1230 feet, I don't know. We do allow the building official to make a lot of decisions on their own, but we're saying that there's a magic number 1001 feet, correct? And now it comes here.

Patrick O'Brien: The way the billing official makes his determination right now, he doesn't take any of these other items into consideration. He's looking at it solely from a building perspective. He's not taking into account the area, character, Bolkiah, all of those requirements that are in code. The way the code change is proposed that would add the requirements to make those considerations on any items that fall within that limit.

Chairwomen Anderson: I do think that maybe in another meeting, we could discuss that maybe that number is arbitrary, and maybe it could be considered more as a percentage of the lot size, or something like that.

Bruce Frandsen: That could work. Some people may have a 10-acre lot, and a 1200 square foot building is no big deal.

Patrick O'Brien: I agree, and that's something that I think we've all been in agreement on. The 1000 square feet was increased in the past. I believe it was 750 square feet in 2000. I'm not sure where the 1000 came from, but maybe having something that could be dependent on the zone or like you mentioned, the size of the lot. Something like that might be a better consideration. But taking out those arbitrary points is something that we definitely should be looking at to help with the streamlining.

Chris Christiansen: I look at points one and two as being very objective and look at point three as being somewhat subjective. If we want to make it that one sole person does this, then I do think we need to have more structured guidelines, restrictions, things like that, and make sure that we're objective instead of subjective. If we're gonna go down that road, I think we need more time to discuss and define what those things look like. A percentage of lot size or building, just some thoughts there to put on the record.

Chairwomen Anderson: I'd like to move forward to hearing from the applicant and then we will open a public hearing, close the public hearing, have some discussion, and then do the vote. I believe that the applicant has a short presentation that you're welcome to present?

Rob Shelton: Thanks, I appreciate that. Rob Shelton and Kevin Barnes, we are council members that put this forward. I've had a lot of complaints come from residents on this when they go

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through the process. So that really was the catalyst to having this change come before you. I think that when we look at any structure, the foundations got to be strong and engineered in the right way. We look at that in building, and that's our code. Our code is engineered with certain foundational points. Part of that is the Municipal Planning Organization. Our code is very clear on the duties of every part of the planning process. Planning commission is spelled out very clear. Board of adjustment, city planning staff, is pointed out very clear. Prior to 2013 there was no 750 code for these. It was just in 2013 Adam Olsen, the city planner at the time, came before the city council, on recommendation from the planning commission, and said 'hey, we think these need to be reviewed a little bit more.' They came up with these three points and the 1000 square foot limit. Before that, it was all up to the building official to issue a building permit. I think we go back. And I apologize, some of these are great questions. I wish I would have anticipated those a little bit beforehand. But Jenny, your question about the approval of accessory structures and the onerous being on the building official. If you go into all of our codes, especially the residential code, I just pulled up, for instance, section 17.4.201. In that code, it's the R1-2000 residential zone, it has a whole section that talks about accessory structures for that zone. Trying to regulate it at a high level, at an arbitrary, and saying for every zone it's got to meet what is next to it. I think it should be in every specific zone. So, an R1-2000 where the lots are 20,000 square feet, should have different requirements for accessory structures than the R1-7500. And that is how our code has been written in the past. I think what would make more sense to add that language in there, and the subjectiveness of whether it's you as a body being subjective to that, or one building official being subjective to it. My own personal experience when I submitted my pool house that you guys saw last year come forward, there were no questions asked about any of this. To put any documentation about what my neighbor's houses look like, what the heights were, none of that was even considered. I went back over the last two years and looked at every application that was submitted. None of that was even required. So, part of me when I was writing this was saying 'well, if we're not even looking at it, then why do we even have it in the code?' It's not even being considered in the meetings. It did take me 60 days to get on the Planning Commission agenda. Where if the building official was to look at it, I think I can be able to work directly more with them on an easier basis. If I could, for the sake of time, just go through the redline version and let you know maybe some of my concerns and thoughts and input would be under Section 17.5.105 with the proposed ordinance this size.

Chairwomen Anderson: Are you reading from what we have?

Rob Shelton: Yes, the redline version was provided to you.

Harold Dudley: Could you pull that up, I'm not seeing that great on the iPad.

Rob Shelton: So, we're not suggesting any changes to the size. Time being a consideration for tonight, if something with size wants to be considered, we suggest doing that some other time. I would suggest putting it in each of the individual zones because that's where it goes best. Under criteria two; approval for accessory structures, and we look at item A we go in and say okay, compatibility with bulk, height, style, I'm okay with that. That's what we want to continue to do. Again, I think that's better put in each individual code section of the code for each zone that is

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different. R2-7500 is so much more different than R1-2000 and I think it should be plashed out a little bit more, but item A, if that's what passes tonight, I'd be totally fine with that.' There shall be no signage,' I'm good with that. 'The area surrounding the building shall be landscaped,' well that's maybe another subjective one. Some people put down crushed gravel and say that's nice landscaping, and others will take a look at that and say well, I need four different trees of a two-inch caliber to be considered landscaped. In our city code. I went and looked at the landscaping ordinance. Nothing is specified as to what landscape is defined as. I would just love that to be able to be in there, but if that doesn't happen, that's okay. Let's let the building official make that determination on landscaping. Then we jumped down to the number D; 'The accessory building we need to know the use of the parcel,' that's fine. I think I've had a hard time with staff defining what incidental is, and that's tough. I think what's incidental to one person, another's a little bit different. Personally, I think we should just follow the International Building Code that's out there. And it's clear that we don't want these accessory structures to turn into dwelling units. I think that's the biggest concern that's out there. And the dwelling unit is defined in the International Building Code. I've got that definition here for you if you'd like.

(Mr. Shelton passed out a copy of the code definition to each of the commissioners. See Attached)

This year in the international building code, the definition of a dwelling unit is; An independent living facility for one or more persons including permanent provisions for living sleeping, eating, cooking and sanitation. So, when they're going through and looking at the building plan, I think it's very clear to be able to say 'hey, there's no kitchen to use, it's not going to be used as a sleeping quarters.' I think it's already built in there. Why does it have to come before a body to be able to make that determination? They're looking at all the other international building codes, there is just one more box for the building official to look at to streamline the process. When you look at item E, this adequate assurances, that's another one that is very arbitrary to me. I think that is quite honestly. With a change with planning commission members, and definition of what that would be, I feel like this adequate assurances we came up with, and I said, 'hey, I need to get my building permit. I'll sign whatever document needs to be signed,' Right? So, we came up with this thing with the attorney, and we signed it and moved forward. Honestly, right now that's still sitting on my desk, notarized, and hasn't been asked for or requested by the city. I think we're adding more requirements than if we just said 'hey, make sure that you meet the definition. You don't have all five of these areas in your plan, right? You can have a kitchen, but you can't have a bathroom. Right? You can have a bathroom but not a kitchen.' I think it's really easy to be able to describe than us trying to create anything new that's already there. The International Building Code already has it. Item F to me is redundant. So, I suggest we strike that. If you look at item A, that talks about the structure shall be the character consistent compatible with the bulk, height, weight, style. Item F says the bulk, height, weight, style, construction materials have to be compatible with; It's just a redundant statement. So, I don't see any reason why we need item F to be there. I think it's contained in item A. Item G; the structure will not result in the negative undue influence. Well let's go through the definition in item three that talks about undue negative influence. Item 3a, the materials would distract from the character of the neighborhood. Well, again, I think that's caught in 2a, right? Item 3b, building height. Again, that's going to be caught

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in 2a. 3c, building setbacks. If you were to pull up our code, again, that R1-20000 already has a section for accessory structures in that zone and what the setbacks are for it. So, I'm not sure why we have to have them look at that and be arbitrary. We're kind of contradicting the code. On one area, we're very descriptive, in another we're saying, hey, it's up to the building official to decide. Well, if you already have it in the code, let's just follow the code as it is. And then item F is the one that I felt like it just says, 'Any other negative impact particularly by the building official that would not have occurred without the proposed structure.' Even if that came to the planning commission, how would you guys decide that? Now, our code came in and said the Planning Commission's role is getting everything up to the point of an individual lot of record. Once an individual lot of record is there. It goes directly to the building department and that's why this code was crafted. After that, was following our current code that already states that. I'll be happy to hand that out to you. That was section 17.1.700. (see attached) You can see that with an existing lot of record, the person that has authority to issue a building permit is not the planning commission. It is the building authority. And there's a reason for that, the rest of the code outlines it. So, if we change the one foundational pinning, we create a ripple effect and a negative impact all the way through. I'm going to transition real quick and talk about the board of adjustments versus the planning commission real quick. I'm going to hand out to you the section of code that deals with board of adjustments. I served on that board for nine years. So, I'm very, very familiar with that board. We dealt with these all the time and I could give you an example where individuals submitted the building permit, they felt that the building official mis-read or interpreted the code, and they appealed it with the board of adjustments. In here you'll be able to see. You'll notice in there it talks about the responsibilities of the board. In 17.2.303 on the bottom part of page one, it tells you that the Board of adjustments has two responsibilities. If you look at Item B it says, 'The power to hear and decide appeals where it is alleged that there's an error in any order requirement, decision or determination made by an administrative official in the enforcement of this code subject to compliance with the terms and conditions of this code and provisions of section... Then that states some state code there. That's exactly where the appeal authority should lie. That's exactly where the appeal authority should lie if someone has a disagreement with the issuing of a building permit. Then you'll go through, and you'll see sections 304, 305, 306, 307, 308 and 309 all outline the procedures of how that appeal is to take place. They have to file it within 45 days how that all is handled. None of that is included in the appeal if we put the Planning Commission as appeal authority, none of this is already down for you guys to have protections on how appeals are to be handled. Why do we say if someone wants to build a house and get a building permit for a home, let's say a 10,000 square foot home, and they have a disagreement with the building official. They go to the board of adjustments. But when it's a disagreement with an accessory structure we go to the planning commission. To me that doesn't make sense. If we're going to change our whole code, and make you the appeal authority, which I would disagree with, then let's do it. But to silo out one item in our code and say that now you're the appellate authority for it, when there's already well written code with parameters and well established procedures. I think we as a city need to increase the frequency of meetings for the board of adjustments or increase the training to help them understand. That's not a code issue. That's stuff that we need to take care of on an administrative level. So I would ask for your consideration on this. Again, I didn't ask the residents to come here tonight, I guess I

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could have or should have. But I could tell you more and I'd be happy to answer any questions you have about their concerns and complaints. The biggest one being with it coming to the planning commission, has been that it seems as if it's being viewed as it's a development, where there's requirements being put on them that are looked at by staff from a development perspective. And that's been the biggest consideration and concern that's been out there. Happy to answer any questions or concerns you guys have. Sorry I went through that pretty quick.

Chairwomen Anderson: Did you also have the other slides, or did you take care of it here?

Rob Shelton: I think I took care of everything that we had there. As it is, most of it is fairly dry and we can move forward on it, and then we can tweak it. I know the city is looking at a code rewrite, perhaps that's where we give instructions again at that point in each zone area to define what the height is and if it's the same as the primary. That's an easy one liner to put in there. It really is. And then we get people to be able to submit an application and not taking 60 to 90 days. Some of them were up to six months of delays in being able to get a permit for building an accessory structure out back.

Harold Dudley: So, you made some notes of the text that's before us, but you're in favor of this going forward, and it can be tweaked a little bit more before it hits City Council. Is that what I heard? I'm a little slow.

Rob Shelton: I submitted this back in April. We got our meeting with the staff finally, on October 30. So, that's why this is coming rushed is because councilmember Barnes and I just said 'hey, our term's up, we submitted this back in April. Can we really just try to get this done before we get out?' So, my biggest concerns if I was to highlight them, I would get rid of item three altogether. I think all of those items, except for Item F, are addressed in other places within the city code. I could point you directly to where those are at. I think that some of the redundancies like item F and 2f should just be stricken. And then the other one is just that the appeal authority really should be the board of adjustments. We should follow our code and not just carve out certain provisions. That's going to cause some legal issues down the road in my opinion.

Christine Anderson: And the other change with this is that nothing would come to planning commission at all.

Rob Shelton: That's already stated in here. You guys do a great job at site plans and all that other stuff when it's an individual lot of record. It takes it out of the planning commission and puts it to the building authority under the board of adjustments.

Chairwomen Anderson: Okay, thank you Rob.

Rob Shelton: Any other questions?

Patrick O'Brien: Yes, my apologies. So, we have the item that was presented in the packet. There have been a lot of different things that have been discussed and added or recommended here. I haven't been able to track all of the work to be done on our working document. It seems there is a significant change being proposed then what we put forward and noticed to the public. In terms

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of what has been brought forward, we've recommended significant changes just here. I worry about that. Moving forward with that much changes through condition.

Chairwomen Anderson: From what has been noticed in the packet.

Patrick O'Brien: Correct.

Rob Shelton: Can I address that chairperson?

Chairwomen Anderson: Yes.

Rob Shelton: When we met as a city council back in September and the council suggested that this should go forward, that Rob and Kevin work with city staff, that took us till October 30 to be able to find a time when all the staff would be in town for us to be able to meet. We tried to find a workaround and then it was, 'hey, we will notice this,' not even having anything proposed yet because we were trying to be flexible enough to be able to meet. I know I presented a lot of stuff, get rid of it all in 3, 2f and 2g, and make the appeal authority the board of adjustments. My application, this was not my application. Unfortunately, they didn't actually have my application included in the packet. This is the staff's recommendation. I'm just asking that you guys can go through and easily strike this, and let it be able to move forward for vote. We really only have one more council meeting that we can be able to act upon this before the end of the year.

Bruce Frandsen: Madam Chair, I think I could craft a motion that would cover all of the items.

Chairwomen Anderson: Well, we do have to discuss,

Patrick O'Brien: We need to have a public hearing as well.

Chairwomen Anderson: We have a few other things that we have to do but hold on to that. Is there anyone present that would like to come forward and make a comment on this item?

Public Hearing Opened

No Comments

Public Hearing Closed

Chairwomen Anderson: Seeing none we'll close the public hearing. Any other comments from the commission?

Jenny Peay: So, Patrick, per state code, and I'm a little sketchy on this, with the new state code the city cannot determine the character is that just for single or family dwellings or does that include accessory structures as well?

Patrick O'Brien: My understanding is that it's for residential structures.

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Jenny Peay: And this wouldn't cover the accessory structures?

Patrick O'Brien: It can't. An accessory structure can't be a residential structure according to the code and is one of the criteria. Otherwise, we're adding additional units to a lot. My understanding is that we could still address the character of an accessory structure as it is not a residential structure. We can seek further clarification from legal on that as well if that is something that you're concerned about. I think that's a good point. I hadn't considered it.

Chairwomen Anderson: So, looking at this and hearing from the applicant and kind of getting the pulse from the Commission. I think all of us see that there are things in this code that we would like to change, possibly to streamline in some cases. There may be, you know, some redundancies that we all agree on, there may be some things that we feel should be stricken from what is presented in the packet. I think that, you know, we're on the same page as far as that. We want to look at this and find a better way to handle this process. It's my understanding that we can vote on what's in the packet, we can vote yea or nay on what's in the packet. It would be a long list of changes in the motion if we wanted to say, you know, strike this, keep this, reword this, and pass it.

Patrick O'Brien: Yeah, given the extent of changes, it would be something that we want to make sure that the changes have been satisfactorily met. The extended conditions, I'm not comfortable addressing it without legal's advice on that as well. In terms of how far we can deviate from the packet and what would move forward with a recommendation from the commission, or what minor conditions could be made. Especially with reference to other sections of code that should be amended in the future as well. I think that could get quite problematic if we're seeking to address them. If the proposed new code is crafted in a certain way that maybe those things are handled differently, do we run into a situation where the conditions have not been satisfactorily met, and then this not being valid as we move further forward? I just think there's too many moving parts that could go wrong. If we're trying to streamline the process, it would be sensible to also be streamlined in how we move forward as well.

Chairwomen Anderson: My understanding of the way this language came about, was that there was a request from the applicant, and staff and legal worked to draft a possible way to address those requests.

Patrick O'Brien: Yes, so the applicant or the applicant's presented something to staff in the capacity as council members. It was brought before a work session for discussion with all of the council. There was some consensus on it that the council members should meet with staff and try and find something that we can all agree on. It doesn't seem like the applicants are agreeable with what's being presented. Staffs not overly agreeable. So maybe that's the best way forward if we've got something that none of us agree on, but it's also a recipe for disaster, too. I think that maybe further discussion might need to be had. Staff have tried to make themselves available. I know Mr. Shelton had brought it up that we weren't available to meet until the 30th. We actually had a meeting scheduled earlier in October, but his schedule didn't work out for that. So, I think it's unfair to blame staff for delaying the process, when one schedule can be respected and another's' can't.

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Chairwomen Anderson: Being that we don't have another meeting in November. Would it be possible to meet within the next few weeks sometime?

Patrick O'Brien: In an official capacity as a public meeting, or do you mean within groups without breaking an open meetings issue?

Chairwomen Anderson: It would have to be only a couple of the commission, staff, legal, and the applicant.

Patrick O'Brien: Staff can make themselves available, yeah.

Chairwomen Anderson: If it helps to kind of move this forward. I don't think we're at a place where we have a clear idea of what we would be passing at this point. But I think several of us are in agreement that we would love to see these efforts move forward.

Harold Dudley: We haven't had a vote yet Madam Chair. I'd like to not categorize that several of us agree because I am upset that I hear a common theme that applicants' materials don't make it to what we see in our packet. I would hope that the changes in the applicants' materials would make it to our packet.

Patrick O'Brien: In what way did not make it to the packet? Could you please clarify?

Harold Dudley: I was told by the applicant that there was things that they supplied that didn't make it into our packet.

Patrick O'Brien: In his Council capacity, not as an individual applicant. That was something that had to be brought before the council in a work session capacity, and that's what moves forward. I think that is a little bit one sided on how that ties in.

Rob Shelton: The application should have been in the packet. That's my opinion.

Harold Dudley: I'm struggling because in our last meeting we discussed, and I don't believe you were here, Patrick, but we discussed that as a staff as a planning commission that we didn't feel like we needed to see these type of residential or accessory structures. We had some discussion on that I feel similarly that when we have had discussions on accessory structures, and I put this blame on me, is I haven't looked much at the character of that building or what it looks like. We have a couple that as I've driven around, we shouldn't have a steel building sitting on a corner. And maybe that was not 1000 feet, I don't know. But I think we're making some headway with this, and I think it's unfortunate that we're at the same time trying to get this before a public body, when we have members of that public body on there. They would certainly have the opportunity to continue as residents to push this forward as well. But I do believe at the same time that there's enough here with the change, that I think someone, I don't know that I can make a motion, but another planning commission member said that they were maybe prepared. As a recommending body, we have more than once made recommendations with conditions, or other recommendations to forward it on to the city council, with things that still need to be addressed,

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or maybe tweaked a little bit. And the character of this is that of such, that's my opinion. I know that differs with some on the commission and I don't know if I stated that correctly, but I'm prepared to move forward with this proposal.

Bruce Frandsen: Well, Madam Chair, I'd be prepared if I'm allowed to recommend a motion. And it may not even get a second or it may get slammed down, but I'd like to give it a shot.

Chairwomen Anderson: Okay.

Bruce Frandsen moved to recommend approval with the conditions stated: I would make a motion that we accept the proposed code change with the following notes. We strike items 2-F and G, Items A, B, C, D, and E, and we change the appeal authority from the planning commission to the board of adjustments. And we direct legal counsel to review this recommendation and attach her comments to the packet as it goes to the city council.

Rodney Martin: Make sure you have the code 17.5.105

Bruce Frandsen: Right, for code 17.5.105.

Harold Dudley seconded the motion.

Chairwomen Anderson: Is it appropriate to have comment at this point, or do we vote?

Patrick O'Brien: It has to be comment on the motion.

Voting was as follows:

Chris Christiansen	NAY
Harold Dudley	AYE
Jenny Peay	NAY
David Bird	AYE
Rodney Martin	AYE
Christine Anderson	NAY
Bruce Frandsen	AYE

The motion passed

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Chairwomen Anderson: I would just make the comment that if we're putting all of this weight on one person to make this decision, it is detrimental, I believe, to remove so many of the specificity items. I feel like if you take out the public body, you need more specificity in the verbiage. So, I feel like it's a mistake to condense both the verbiage and the amount of eyes on the issue.

ACTION ITEMS

- a. Review and recommendation on a proposed Land Use Map Amendment, known as Southam Industrial, located at approximately 300 E 1700 S, American Fork City, UT 84003. On approximately 4.99 acres, the property proposes to change from the Shoreline Protection designation to the Design Industrial land use designation.**

Travis Van Ekelburg reviewed the background information for Action item letter a. The applicant has applied for a proposed Land Use Map Amendment. The project looks to change the Land Use Map of the General Plan from Shoreline Protection to Design Industrial. The proposed Land Use Map Amendment was on the regularly scheduled Planning Commission meeting on October 4, 2023, and the application was tabled by the Planning Commission in order to have more Planning Commissioners weigh in on the proposed Land Use Map Amendment. The Land Use Map Amendment and zone change does not meet the requirements in section 17.11.200, as design industrial is not contiguous land use designation to the subject property.

Travis Van Ekelburg: Any questions of staff?

Harold Dudley: Could you just repeat, the current zone is M-1?

Travis Van Ekelburg: Yes.

Harold Dudley: And is M-1 further to the west as well?

AN ORDINANCE AMENDING SECTION 17.5.105 OF THE AMERICAN FORK MUNICIPAL CODE, AREA OF ACCESSORY BUILDING, AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, the adoption of this ordinance will promote the public health, safety and welfare of the City.

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

PART I TEXT OF ORDINANCE

SECTION 1. Section 17.5.105 of the Municipal Code of American Fork City, is hereby amended to read as follows:

Section 17.5.105 Area of Accessory Buildings ~~is hereby amended to read as follows:~~

1. Size. Accessory buildings shall not be larger than an area two times the size of the footprint (foundation) of the primary structure; or cover more than twenty-five percent of the total rear yard area of a lot, whichever is less. ~~All accessory buildings shall be of a character which is consistent and compatible with the bulk, height, style and construction materials of existing dwellings in the immediate vicinity. There shall be no signage on any portion of the accessory building and the area surrounding the accessory building shall be landscaped.~~
2. Criteria for Approval. Accessory structures shall comply with federal, state and local laws, as applicable, and meet the following criteria:
 - a. All accessory buildings ~~The structure~~ shall be of a character which is consistent and compatible with the bulk, height, style and construction materials of existing dwellings in the immediate vicinity;
 - b. There shall be no signage on any portion of the accessory building;
 - c. ~~and~~ The area surrounding the accessory building shall be landscaped; ~~An accessory building containing a building footprint of one thousand square feet or larger shall require approval of the planning commission, subject to the following findings: (1)~~
 - d. ~~The~~ The accessory building ~~will~~ shall be incidental to the primary use of the parcel;
 - e. ~~-(2)-~~ The applicant has provided ~~shall provide~~ adequate assurance, as determined by the building authority, that neither the accessory building nor any portion

thereof will be used or converted for use as living or sleeping quarters (see Section 17.5.106) or for the conduct of a business (except when located in a commercial zone permitting such activity), ~~and (3) t~~

- f. The bulk, height, style and construction material of the accessory structure ~~are~~is compatible with dwellings in the immediate vicinity; and
- g. The structure ~~and~~ will not result in an undue negative impact upon adjacent properties.
- 3. Undue Negative Impact. For the purpose of this section, consideration of undue negative impact shall include the following:
 - a. Materials that would detract from the character of the neighborhood;
 - b. Building Height;
 - c. Building Location/Setbacks
 - d. Use of Building (for habitation or business use)
 - e. Inability to retain runoff onsite
 - f. Any other negative impact articulated by the building official that would not have occurred without the proposed structure.
- 4. Review of Application. The building authority shall be the review authority for accessory building applications. In the event the building authority deems that any of the above criteria are not met or that verification of compliance for the above criteria requires additional review from other departments, the Applicant shall be timely notified as such.
- 5. Appeal. The appeal authority for the determination of compliance related to the criteria listed in subsection 2(a)-(g) is the planning commission.

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.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK CITY,
STATE OF UTAH, ON THIS THE _____ DAY OF _____, 2023.**

AMERICAN FORK CITY

BRADLEY J. FROST, MAYOR

ATTEST:

CITY RECORDER

AN ORDINANCE AMENDING SECTION 17.5.105 OF THE AMERICAN FORK MUNICIPAL CODE, AREA OF ACCESSORY BUILDING, AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, the adoption of this ordinance will promote the public health, safety and welfare of the City.

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

PART I TEXT OF ORDINANCE

SECTION 1. Section 17.5.105 of the Municipal Code of American Fork City, is hereby amended to read as follows:

Section 17.5.105 Accessory Buildings:

1. Size. Accessory buildings shall not be larger than an area two times the size of the footprint (foundation) of the primary structure; or cover more than twenty-five percent of the total rear yard area of a lot, whichever is less.
2. Criteria for Approval. Accessory structures shall comply with federal, state and local laws, as applicable, and meet the following criteria:
 - a. The structure shall be of a character which is consistent and compatible with the bulk, height, style and construction materials of existing dwellings in the immediate vicinity;
 - b. There shall be no signage on any portion of the accessory building;
 - c. The area surrounding the accessory building shall be landscaped;
 - d. The accessory building shall be incidental to the primary use of the parcel;
 - e. The applicant shall provide adequate assurance, as determined by the building authority, that neither the accessory building nor any portion thereof will be used or converted for use as living or sleeping quarters (see Section 17.5.106) or for the conduct of a business (except when located in a commercial zone permitting such activity)
 - f. The bulk, height, style and construction material of the accessory structure are compatible with dwellings in the immediate vicinity; and
 - g. The structure will not result in an undue negative impact upon adjacent properties.

3. Undue Negative Impact. For the purpose of this section, consideration of undue negative impact shall include the following:
 - a. Materials that would detract from the character of the neighborhood;
 - b. Building Height;
 - c. Building Location/Setbacks
 - d. Use of Building (for habitation or business use)
 - e. Inability to retain runoff onsite
 - f. Any other negative impact articulated by the building official that would not have occurred without the proposed structure.
4. Review of Application. The building authority shall be the review authority for accessory building applications. In the event the building authority deems that any of the above criteria are not met or that verification of compliance for the above criteria requires additional review from other departments, the Applicant shall be timely notified as such.
5. Appeal. The appeal authority for the determination of compliance related to the criteria listed in subsection 2(a)-(g) is the planning commission.

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.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK CITY,
STATE OF UTAH, ON THIS THE _____ DAY OF _____, 2023.**

AMERICAN FORK CITY

BRADLEY J. FROST, MAYOR

ATTEST:

CITY RECORDER

AN ORDINANCE AMENDING SECTION 17.5.105 OF THE AMERICAN FORK MUNICIPAL CODE, AREA OF ACCESSORY BUILDING, AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, the adoption of this ordinance will promote the public health, safety and welfare of the City.

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

PART I TEXT OF ORDINANCE

SECTION 1. Section 17.5.105 of the Municipal Code of American Fork City, is hereby amended to read as as follows:

Section 17.5.105 Area of Accessory Buildings is hereby amended to read as follows:

1. Size. Accessory buildings shall not be larger than an area two times the size of the footprint (foundation) of the primary structure; or cover more than twenty-five percent of the total rear yard area of a lot, whichever is less. ~~All accessory buildings shall be of a character which is consistent and compatible with the bulk, height, style and construction materials of existing dwellings in the immediate vicinity. There shall be no signage on any portion of the accessory building and the area surrounding the accessory building shall be landscaped.~~
2. Criteria for Approval. Accessory structures shall comply with federal, state and local laws, as applicable, and meet the following criteria:
 - a. ~~All accessory buildings~~ The structure shall be of a character which is consistent and compatible with the bulk, height, style and construction materials of existing dwellings in the immediate vicinity;
 - b. ~~There shall be no signage on any portion of the accessory building;~~
 - c. ~~and The area surrounding the accessory building shall be landscaped;~~ An accessory building containing a building footprint of one thousand square feet or larger shall require approval of the planning commission, subject to the following findings: (1)
 - d. ~~The accessory building will shall~~ be incidental to the primary use of the parcel;
 - e. ~~(2) The applicant has provided~~ shall provide adequate assurance, as determined by the building authority, that neither the accessory building nor any portion

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thereof will be used or converted for use as living or sleeping quarters (see Section 17.5.106) or for the conduct of a business (except when located in a commercial zone permitting such activity); ~~and (3) t~~

~~f. The bulk, height, style and construction material of the accessory structure areis compatible with dwellings in the immediate vicinity; and~~

~~g. The structure and will not result in an undue negative impact upon adjacent properties.~~

3. Undue Negative Impact. For the purpose of this section, consideration of undue negative impact shall include the following:

~~a. Materials that would detract from the character of the neighborhood;~~

~~b. Building Height;~~

~~c. Building Location/Setbacks~~

~~d. Use of Building (for habitation or business use)~~

~~e. Inability to retain runoff onsite~~

~~f. Any other negative impact articulated by the building official that would not have occurred without the proposed structure.~~

4. Review of Application. The building authority shall be the review authority for accessory building applications. In the event the building authority deems that any of the above criteria are not met or that verification of compliance for the above criteria requires additional review from other departments, the Applicant shall be timely notified as such.

5. Appeal. The appeal authority for the determination of compliance related to the criteria listed in subsection 2(a)-(g) is the planning commission BOA.

Direct legal to add legal comments.

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.

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

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PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK CITY,
STATE OF UTAH, ON THIS THE _____ DAY OF _____, 2023.

AMERICAN FORK CITY

BRADLEY J. FROST, MAYOR

ATTEST:

CITY RECORDER



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution approving the multi-jurisdictional agreement for Mutual Aid, Fire, Training, Emergency Medical, and other services between various local government agencies in Utah County and American Fork City to provide Mutual Aid Assistance in instances of emergency.

SUMMARY RECOMMENDATION

The Fire Chief would recommend approval.

BACKGROUND

This mutual aid agreement is being entered into by several municipalities in Utah County. The purpose of the agreement is to provide automatic and mutual aid and by authorizing all participating parties to combine and share their collective capabilities and resources of each jurisdiction. It is intended to be complementary and work in conjunction with other agreements between parties.

BUDGET IMPACT

See agreement.

SUGGESTED MOTION

Move to adopt the resolution approving the multi-jurisdictional agreement for Mutual Aid, Fire, Training, Emergency Medical, and other services between various local government agencies in Utah County and American Fork City to provide Mutual Aid Assistance in instances of emergency and authorize the mayor to sign the agreement.

SUPPORTING DOCUMENTS

12.12.23 - MultiJurisdictional Mutual Aid Agreement (DOC)
FINAL DRAFT 2023 MULTI-JURISDICTIONAL_MUTUAL_AID_AGREEMENT (version
12.4.2023).docx (PDF)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE MULTI-JURISDICTIONAL AGREEMENT FOR MUTUAL AID FOR FIRE, TRAINING, EMERGENCY MEDICAL, AND OTHER SERVICES BETWEEN VARIOUS LOCAL GOVERNMENT AGENCIES IN UTAH COUNTY AND AMERICAN FORK CITY TO PROVIDE MUTUAL AID ASSISTANCE IN INSTANCES OF EMERGENCY.

WHEREAS, Each Party has or is an EMS department, fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by EMS and/or fire departments; and

WHEREAS, the parties to the agreement are: American Fork, Cedar Fort, Elk Ridge, Genola, Goshen, Lehi, Lone Peak Fire District, Mapleton, North Fork Special Services District, Orem, Payson, Pleasant Grove, Provo, Salem, Santaquin, Saratoga Springs, Spanish Fork, Springville, Unified Fire Authority, Utah County, and Woodland Hills (collectively referred to as “Parties” or individually as “Party”); and

WHEREAS, Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area; and

WHEREAS, The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, technical rescue, special operations (i.e. fire investigation, canine etc.) and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party; and

WHEREAS, The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties; and

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

SECTION 1. The Mayor is hereby authorized to sign the Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and other services agreement between Participating Agencies and American Fork City for mutual aid assistance in case of an emergency situation which is attached hereto as Exhibit A.

Section 2. This Resolution shall take effect immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, this 12th day of December, 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 12.12.23 - MultiJurisdictional Mutual Aid Agreement (Mutual Aid Agreement - 2023)

**MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID,
FIRE, TRAINING, EMERGENCY MEDICAL, AND
OTHER SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is entered into effective as to each Party’s respective date of execution, by and among American Fork City, Town of Cedar Fort, Elk Ridge City, Town of Genola, Town of Goshen, Lehi City, Lone Peak Fire District, Mapleton City, North Fork Special Services District, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Saratoga Springs City, Spanish Fork City, Springville City, Unified Fire Authority, Utah County, Woodland Hills City (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

A. Each Party has or is an EMS department, fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by EMS and/or fire departments.

B. Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area.

C. The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, technical rescue, special operations (i.e. fire investigation, canine etc.) and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.

D. The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties’ training facilities or instructors.

E. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.

F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Fire/EMS Reciprocal Aid Agreement dated February 28, 1995.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplement day-to-day full and continuing fire protection or EMS within a Party’s own geographic area of jurisdiction. In instances where the use of automatic or mutual aid becomes excessive, the EMS directors or Fire Chiefs will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective service area of the Parties. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of aid beyond its boundaries, and any aid provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. **RESPONSE.** The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

- a. **Automatic Aid:** Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.
- b. **Mutual Aid:** Requests for mutual aid will typically be made at the Command level from one Party's EMS department, fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban

Search & Rescue, State Urban Search & Rescue, EMAC, or others. Deployments pursuant to those programs will operate under the rules and requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement. Mutual aid shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of the Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

- c. Incident Management Team ("IMT"). A Party may request personnel for the establishment and staffing of an IMT for major or long-term incidents. Each Party agrees to use its best efforts to staff a request for an IMT by a Party using appropriate and qualified subject-matter experts based on the nature of the incident and the scope of the request. Providing staff for an IMT will be at the discretion of each Party. Staffing of an IMT will be at no cost to the receiving Party for the first 96 hours of the existence of the IMT. After such time, the requesting Party must establish a reimbursement arrangement with each responding Party for the continued staffing of the IMT. Each Party reserves the right to withdraw personnel from the IMT if they are needed for its own operations but should attempt to avoid disruption or adverse effects on the functioning of the IMT. Except as otherwise provided for in this subparagraph, personnel participating in such an IMT will be treated the same as operational personnel providing automatic or mutual aid as set forth in this Agreement.

5. INCIDENT COMMAND.

- a. Automatic Aid: The EMS department, fire department or district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the EMS department, fire department or district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.
- b. Mutual Aid: The requesting Party's EMS department, fire department or district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

6. **TRANSPORT FEES.** Consistent with Utah Administrative Rule 426-8-200, or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic

Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

7. TRAINING. If a Party to this Agreement (the “Offering Party”) provides other Parties to this Agreement (collectively the “Participating Parties”) with opportunities to participate in training exercises or to otherwise make use of the Offering Party’s training facilities, instructors, or other training resources (the “Training Opportunity”); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the “Trainees”) who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees’ participation in the Training Opportunity; furthermore, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney’s fees.

8. EQUIPMENT. From time to time a Party may agree to lend equipment or an apparatus to another Party for its temporary use (not to exceed six months without further agreement). The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or apparatus while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from long-term use of the equipment or apparatus unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed vehicles or apparatuses and its use of them will be subject to the indemnification provisions provided for in this Agreement.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

10. INSURANCE. Each Party is solely responsible for providing workers’ compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney’s fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

12. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the “Immunity Act”). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the

performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party.

13. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

14. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

15. **TERM; EXECUTION; AGREEMENT TERMINATION.** This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered January 1, 2024. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

16. **ADDITIONAL PARTIES.** Approval of the governing bodies of the current parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own EMS department, fire department, or any fire district, or other governmental entity, may become a Party to this Agreement. An entity wishing to become a Party must make a formal request, in writing, to become a Party by sending such request to the Fire Chief of each Party. If no EMS director or fire chief objects, in writing sent to the requesting entity (and circulated to the other Parties), within sixty (60) days of the request, the entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement. If any EMS director or fire chief objects, a majority of current Parties, by and through their respective EMS director or fire chief, may agree to accept the requesting entity as a Party to this Agreement, subject to approval by the requesting entity's governing body and execution of this Agreement.

17. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the

resolution of any legal disputes that arise under this Agreement will be located in the Fourth Judicial District, State of Utah

18. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder will be held valid and shall be in force.

19. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

20. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

21. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

22. NOTICES. Except for “dispatching services” all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party’s legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.

23. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit “A”. Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

24. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

25. The Parties hereto have executed this Agreement as of the date indicated on each Party’s execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL MUTUAL AID,
FIRE, AND EMERGENCY MEDICAL SERVICES
AGREEMENT

EXHIBIT “A”

Attachment: FINAL DRAFT 2023 MULTI-JURISDICTIONAL_MUTUAL_AID_AGREEMENT (version 12.4.2023).docx (Mutual Aid Agreement - 2023)

AMERICAN FORK CITY

Agreed this ____ day of _____, 2023 for American Fork City Corporation

AMERICAN FORK CITY
CORPORATION

By: Brad Frost
American Fork City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
American Fork City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR AMERICAN FORK FIRE & RESCUE:

LONE PEAK FIRE DISTRICT

Agreed this ____ day of _____, 2023 for Lone Peak Fire District.

LONE PEAK FIRE DISTRICT

By: Brian Patten
Fire Chief

APPROVED AS TO FORM
Lone Peak Fire District Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR LONE PEAK FIRE DISTRICT:

TOWN OF CEDAR FORT

Agreed this ____ day of _____, 2023 for the Town of Cedar Fort.

By: Wyatt Cook
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM

Town of Cedar Fort Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR CEDAR FORT FIRE DEPARTMENT

ELK RIDGE CITY

Agreed this ____ day of _____, 2023 for Elk Ridge City.

By: Robert Haddock
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Elk Ridge City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR ELK RIDGE FIRE DEPARTMENT:

TOWN OF GENOLA

Agreed this ____ day of _____, 2023 for the Town of Genola.

By: Marty Larson
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM

Town of Genola Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR GENOLA FIRE DEPARTMENT

TOWN OF GOSHEN

Agreed this ____ day of _____, 2023 for the Town of Goshen.

By: Steven Staheli
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Town of Goshen Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR GOSHEN FIRE DEPARTMENT

LEHI CITY

Agreed this ____ day of _____, 2023 for Lehi City.

LEHI CITY

By: Mark Johnson
Lehi City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Lehi City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR LEHI FIRE DEPARTMENT:

MAPLETON CITY

Agreed this ____ day of _____, 2023 for Mapleton City.

MAPLETON CITY

By: Dallas Hakes
Mapleton City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Maplton City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR MAPLETON FIRE & RESCUE:

NORTH FORK SPECIAL SERVICES DISTRICT

Agreed this ____ day of _____, 2023 for Mapleton City.

NORTH FORK SPECIAL
SERVICES DISTRICT

By:
Title:

ATTEST AND COUNTERSIGN:

District Recorder

Recordation Date

APPROVED AS TO FORM

Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR NORTH FORK FIRE DEPARTMENT:

OREM CITY

Agreed this ____ day of _____, 2023 for Orem City.

OREM CITY

By: David Young
Orem City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Orem City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR OREM CITY:

PAYSON CITY

Agreed this ____ day of _____, 2023 for Payson City.

PAYSON CITY

By: William Wright
Payson City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Payson City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PAYSON FIRE & RESCUE:

PLEASANT GROVE CITY

Agreed this ____ day of _____, 2023 for Pleasant Grove City.

PLEASANT GROVE CITY

By: Guy Fugal
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Payson City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PLEASANT GROVE FIRE DEPARTMENT:

PROVO CITY

Agreed this ____ day of _____, 2023 for Provo City.

PROVO CITY

By: Michelle Kaufusi
Provo City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Provo City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PROVO FIRE DEPARTMENT:

SALEM CITY

Agreed this ____ day of _____, 2023 for Salem City.

SALEM CITY

By: Kurt Christensen
Salem City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Salem City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SALEM FIRE AND AMBULANCE DEPARTMENT(S):

SANTAQUIN CITY

Agreed this ____ day of _____, 2023 for Santaquin City.

SANTAQUIN CITY

By: Dan Olsen
Santaquin City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Santaquin City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SANTAQUIN FIRE & EMS:

SARATOGA SPRINGS CITY

Agreed this ____ day of _____, 2023 for Saratoga Springs City.

SARATOGA SPRINGS CITY

By: Jim Miller
Saratoga Springs City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM

Saratoga Springs City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SARATOGA SPRINGS FIRE & RESCUE:

SPANISH FORK CITY

Agreed this ____ day of _____, 2023 for Spanish Fork City.

SPANISH FORK CITY

By: Mike Mendenhall
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM

Spanish Fork City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SPANISH FORK FIRE & EMS:

Eddie Hales | Chief
370 N. Main St.
Spanish Fork, UT 84660
801-804-4703

SPRINGVILLE CITY

Agreed this ____ day of _____, 2023 for Springville City.

SPRINGVILLE CITY

By: Matthew Packard
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Springville City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SPRINGVILLE FIRE DEPARTMENT:

UNIFIED FIRE AUTHORITY

Agreed this ____ day of _____, 2023 for Unified Fire Authority.

UNIFIED FIRE AUTHORITY

By:
Title:

ATTEST AND COUNTERSIGN:

Unified Fire Authority Recordation Date

APPROVED AS TO FORM

Unified Fire Authority Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR UNIFIED FIRE AUTHORITY:

UTAH COUNTY

Agreed this ____ day of _____, 2023 for Utah County.

UTAH COUNTY

By:
Title:

ATTEST AND COUNTERSIGN:

County Recorder Recordation Date

APPROVED AS TO FORM
Utah County Attorney’s Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR UTAH COUNTY FIRE DEPARTMENT:

WOODLAND HILLS

Agreed this ____ day of _____, 2023 for Woodland Hills.

WOODLAND HILLS.

By: Brent Winder
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Woodland Hills Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR WOODLAND HILLS FIRE AND AMBULANCE
DEPARTMENT(S):



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an agreement with Cedar Hills approving an amendment to the public safety service agreement.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

This agreement is a modification of the Public Safety Service Agreement for public safety providing fire and EMS services to Cedar Hills. This agreement clarifies American Fork's indemnification of Cedar Hills.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the amendment to the public safety service agreement between Cedar Hills and American Fork City relating to public safety providing fire and EMS services.

SUPPORTING DOCUMENTS

12.12.23 - Public Safety Amendment 12-2023 (DOCX)

PUBLIC SAFETY SERVICE AGREEMENT AMENDMENT

This Amendment to the Public Safety Service Agreement (“Amendment”) between American Fork City, a Utah Municipal Corporation (“American Fork”) and the City of Cedar Hills, a Utah Municipal Corporation (“Cedar Hills”), is made this ____ day of December, 2023, by and between American Fork and Cedar Hills.

RECITALS

WHEREAS, American Fork and Cedar Hills having previously executed a Public Safety Service Agreement (“PS Agreement”)(attached hereto as Exhibit 1), related to American Fork public safety providing fire and EMS services to Cedar Hills;

WHEREAS, the American Fork and Cedar Hills have agreed to make certain modifications to the PS Agreement to clarify American Fork’s indemnification of Cedar Hills;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective upon execution, the parties agree as follows:

AMENDMENT TERMS

1. Release of Liability. Section 7 of the PS Agreement shall hereby read:

Release of Liability and Indemnification. Neither party hereto shall be liable for any damages proximately resulting from the negligence or wrongful acts or omissions of the other party or the other party’s employees or agents in the performance of this Agreement. Further, to the fullest extent permitted by law, American Fork agrees to defend, indemnify and hold harmless Cedar Hills, and its employees, officials and agents from and against all claims, actions, damages losses and expenses, including reasonable attorney fees, arising out of the American Fork’s negligence or American Fork’s performance. American Fork agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Cedar Hills agrees to defend, indemnify and hold harmless American Fork, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of Cedar Hill’s ordinances, or actions of Cedar Hills, its employees, officials and agents acting separately or independently from American Fork. Cedar Hills agrees this indemnity obligation shall survive the completion or termination of this Agreement.

2. Counterparts; Facsimile Execution. This Amendment may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or in portable document format (PDF) shall be equally as effective as delivery of a manually executed counterpart of this

Amendment. Any party delivering an executed counterpart of this Amendment by facsimile or in portable document format shall also deliver a manually executed counterpart of this Amendment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Amendment.

3. Authority. Each Party warrants that the individual signing this Amendment on its behalf has the authority to do so and to bind the respective Party.

WHEREFORE, American Fork and Cedar Hills voluntarily enter into this Amendment, as evidenced by affixing their respective signatures below:

AMERICAN FORK

CEDAR HILLS

By: _____

Its: Mayor

By: _____

Its: Mayor

Dated: _____

Dated: _____

Attest: _____

Attest: _____

City Recorder

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 12, 2023**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance setting the dates, time, and place of the 2024 City Council meetings.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Each year, the city posts an annual notice of regular meetings for the city council, planning commission, and other boards/committees/commissions. The city is also required by state law (UCA 10-3-502) to adopt an ordinance which sets the time and place of city council meetings.

The following ordinance will establish the date, time, and place of the city council meetings to meet state law. The City Council meetings are held the second and fourth Tuesday of each month at 7:00 p.m. at the Historic City Hall. The work sessions are scheduled on the first and third Tuesday of the month at 4:00 p.m. at the Administration Offices. Occasionally there may be times when meetings may need to be rescheduled.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to adopt the ordinance setting the date, time, and place of city council meetings for 2024.

SUPPORTING DOCUMENTS

12.12.23 - 2024 City Council Meeting dates (DOC)
Exhibit A (DOCX)

ORDINANCE NO. _____

AN ORDINANCE SETTING THE DATE, TIME, AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL OF AMERICAN FORK CITY FOR THE YEAR 2024 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §10-3-502 UCA requires that the time and place of City Council meetings be set by ordinance, which must be held at least once each month; and

WHEREAS, §52-4-202 UCA requires the City to give notice of its annual meeting schedule for all regularly scheduled meetings.

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

Section 1. Establishment of time and place of meetings.

The regular meetings and work sessions of the American Fork City Council for the year 2024 shall be held according to the attached schedule (Exhibit "A"). The regular session meetings will commence at 7:00 p.m. and will be held at City Hall, 31 N. Church Street. Work sessions will commence at 4:00 p.m. and will be held in the City Administration Conference Room, 51 East Main.

Section 2. Effective Date

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED BY THE AMERICAN FORK CITY COUNCIL ON THIS 12TH DAY OF DECEMBER 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 12.12.23 - 2024 City Council Meeting dates (2024 City Council Meeting schedule)

Exhibit “A”

City Council Work Sessions and Regular Sessions meetings:

Notice is hereby given that the City Council will hold its regular session meetings on the second and fourth Tuesday of each month at 7:00 p.m. at the Historic City Hall, 31 North Church Street, unless otherwise as noted. Work Sessions will be held on the first and third Tuesday of each month at 4:00 p.m. in the City Administrative Offices Conference Room, 51 East Main Street, unless otherwise as noted. The specific meeting dates are as follows:

City Council Work Sessions

January 16
February 6 and 20
March 5 and 19
April 30
May 7 and 21
June 4 and 18
July 16
August 6 and 20
September 3 and 17
October 1 and 15
November 19
December 3

City Council Regular Sessions

January 9 and 23
February 13 and 27
March 12 and 26
April 9 and 23
May 14 and 28
June 11 and 25
July 9
August 13 and 27
September 10 and 24
October 8 and 22
November 12
December 10

Dates and times of meetings may change as needed due to holidays, elections, or other unforeseen circumstances. Special meetings may be held at the discretion of the mayor. All meetings are posted on <https://www.utah.gov/pmn/>, on the city’s website www.americanfork.gov, and at the City Administration Building (51 E. Main Street).