



AMERICAN FORK CITY COUNCIL
FEBRUARY 27, 2024
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, February 27, 2024, 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 Ed and Coleton Daley.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. 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 February 6, 2024, work session minutes.
2. Approval of the February 13, 2024, city council minutes.
3. Approval of the authorization to release the Improvements Durability Retainer of \$25,125.00 for Bach Apartments, located at 742 East 620 South.
4. Approval of the authorization to release the Improvements Durability Retainer of \$2,748,097.00 for 900 West Phases 1.2 A and 1.2 B, located at 900 West 350 South.
5. Approval of the authorization to release the Improvements Durability Retainer of \$495,507.00 for Lakeshore Landing Phase 1-3, located at 900 West 350 South.
6. Approval of a performance in lieu agreement with Bridge Haven for the Bridges at Fox Hollow Plat A subdivision.
7. Approval of an Escrow Agreement with Central Bank for the Highland Gardens Commercial Site Plan.
8. Approval of a beer/alcoholic beverage license for Root's Place, LLC, located at 66 North West State Road.
9. Ratification of city payments (February 7, 2024, to February 20, 2024) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. 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 an ordinance approving an application for a Commercial Site Plan, known as Walmart Garden Center & Parking Lot Modification, located at 949 W Grassland Dr. The Commercial Site Plan will be on approximately 21.91 acres and will be in the Planned Shopping Center (SC-1) Zone.
2. Review and action on an ordinance amending Chapter 12.16 of the American Fork City Code known as Park Strips and Trees.
3. Review and action on an ordinance amending Section 15.01.100 (E) of the American Fork City Code known as Dead End Streets. Amending Section 15.01.100 (E.), the Code Text Amendment plans to allow and provide criteria for dead end streets into commercial developments.
4. Review and action on a resolution authorizing the execution of a lease-purchase agreement with Financial Pacific Leasing for six vehicles.
5. Review and action on approval of an agreement with Axon Enterprise, Inc. for the placement and use of in-car cameras (dashcam) for six patrol vehicles.
6. Review and action on approval of an agreement with the Cook Center for Human Connection for qualified and licensed therapists for parent coaching as part of the Communities that Care Program.
7. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
8. Adjournment.

Dated this 23rd day of February 2024.

/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
FEBRUARY 27, 2024**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$25,125.00 for Bach Apartments, located at 742 East 620 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 \$25,125.00 for Bach 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

Bach Apartments warranty release for City Council 2-27-24 (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 BACH 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: \$25,125.00

PASSED THIS 27 DAY OF FEBRUARY 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

Development Name: Elevate Apartments/620 South Lake City R.O.W. - Blk
Development Address: 742 East 620 South, American Fork, Utah 84003 Apartments

☒ Improvement Warranty Release
(10% Durability Release)

Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

Name of Development: Bach Apartments

Name of Development: Bach Apartments																		
		Date		Date		Date		Date		Date		Date		Date		Date		
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	\$5,000.00	\$5,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,000.00
SWPPP	1	LS	\$5,000.00	\$5,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,000.00
SEWER																		
Connect to existing	1	Each	\$2,500.00	\$2,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,500.00
CULINARY WATER																		
8" Culinary Water	2400	LF	\$35.00	\$84,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$84,000.00
8" Gate Valve	9	Each	\$1,750.00	\$15,750.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$15,750.00
Tees and crosses w/ thrust blocks	2	Each	\$1,000.00	\$2,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00
1" Service	12	Each	\$1,200.00	\$14,400.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$14,400.00
2" Service	9	Each	\$4,500.00	\$40,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,500.00
Fire Hydrant Assembly	7	Each	\$4,500.00	\$31,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$31,500.00
Water loop	5	Each	\$2,500.00	\$12,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$12,500.00
Import backfill	500	Ton	\$16.00	\$8,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,000.00
Raise Water Valve with concrete collar	8	Each	\$950.00	\$7,600.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,600.00
Bends w/ thrust blocks	10	Each	\$1,000.00	\$10,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$10,000.00
Connect to existing	2	Each	\$1,500.00	\$3,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,000.00
PRESSURIZED IRRIGATION																		
2" Service	1	Each	\$4,500.00	\$4,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,500.00
STORM DRAINAGE																		
Connect to existing	1	Each	\$1,500.00	\$1,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,500.00
CONSTRUCTION MANAGEMENT/MISC																		
As Built	1	Each	\$1,000.00	\$1,000.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,000.00
Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,500.00
Improvement Completion Assurance				\$251,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$251,250.00 Performance in Lieu
Improvement Warranty				\$25,125.00														\$25,125.00 Durability Period
Total Bond				\$276,375.00	**Durability release \$25,125.00 2/27/24													

Recording Fees	10-3470-500		
Plat (Base)	\$30.00	\$	-
Plus Per Lot	\$1.00	\$	-
First Page	\$10.00	\$	-
Each Additional Page	\$2.00	\$	-
	Subtotal	\$	-

Street Lights	10-4410-276		
Street Lights		\$	-

Total Fees \$0.00

Total Bond & Fees \$276,375.00

AMERICAN FORK PUBLIC WORKS FEE SCHEDULE		Bach 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)		\$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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Attachment: Bach Apartments warranty release for City Council 2-27-24 (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: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

Units/Lots	Fee

Name of Development: Bach 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**

Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

Amount Requested
\$0.00

Balance
\$0.00

\$0.00

\$0.00 Available for

Name of Development: Bach Apartments

Date: 1/0/1900

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Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

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10% Durability - retained at ICG release

ICG Amount

#N/A

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Name of Development: Bach Apartments

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10% Durability - retained at ICG release
ICG Amount

Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

Date: 1/0/1900

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Name of Development: Bach Apartments

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10% Durability - retained at ICG release

ICG Amount

Date: 1/0/1900

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Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

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#N/A			

Name of Development: Bach Apartments

[illegible]

[illegible]

[illegible]

[illegible]

	#N/A	#N/A	#N/A	#N/A
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10% Durability - retained at ICG release
ICG Amount

Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

Date: 1/0/1900

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[illegible]

[illegible]

#N/A	#N/A	#N/A	#N/A	#N/A
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\$ 1,500.00	\$ 1,500.00	0	\$ -	\$1,500.00
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\$ 1,000.00	\$ 1,000.00	0	\$ -	\$1,000.00
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\$ 2,500.00	\$ 2,500.00	0	\$ -	\$2,500.00
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Name of Development: Bach Apartments

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Packet Pg. 50

[illegible]

Packet Pg. 52

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10% Durability - retained at ICG release

ICG Amount

Date: 1/0/1900

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Attachment: Bach Apartments warranty release for City Council 2-27-24 (Durability Release)

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\$ 1,000.00	\$ 1,000.00	0	\$ -	\$1,000.00
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\$ 2,500.00	\$ 2,500.00	0	\$ -	\$2,500.00
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Name of Development: Bach Apartments

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

10% Durability - retained at ICG release
ICG Amount

Date: 1/0/1900

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[illegible]

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#N/A	#N/A	#N/A	#N/A	#N/A
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**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$2,748,097.00 for 900 West Phases 1.2 A and 1.2B , located at 900 West 350 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 \$2,748,097.00 for 900 West Phase 1.2 A and 1.2B. 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

900 West 1.2A and 1.2B warranty release for City Council 2-27-24(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 900 WEST PHASE 1.2A and 1.2B 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: \$2,748,097.00

PASSED THIS 27 DAY OF FEBRUARY 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Development Name: 900 W 1.2A and 1.2B

Development Address: 900 W. 350 S.

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

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

 Improvement Warranty Release
(10% Durability Release)

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Warranty Release				2,748,097.00	Y
			Total	2,748,097.00	

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

Name: GRADY DOTSON

Bank (if applicable): ATLANTIC SPECIALTY INSURANCE COMPANY

Address: 605 Highway 169 North, Suite 800

City: Plymouth State: MN Zip: 55441

Phone: 801-573-5970 Email: gdotson@holmesmurphy.com

Signature: [Signature] Date: 2-12-24

City Official Use Only

☒ Fees paid and current

Administrative Signature: [Signature] Date: 2-17-24

Inspector Signature: [Signature] Date: 2/10/24

Attachment: 900 West 1.2A and 1.2B warranty release for City Council 2-27-24 (Durability Release)



AIA Document A312™ – 2010

Payment Bond

Bond No. PB01848200001

CONTRACTOR:

(Name, legal status and address)
Red Pine Construction, LLC

520 South 850 East #A4
Lehi, UT 84043

OWNER:

(Name, legal status and address)
ADG Partners

520 S 850 E Suite A1
Lehi, UT 84043

CONSTRUCTION CONTRACT

Date: **May 14, 2019**

Amount: **Two Million Seven Hundred Forty-eight Thousand Ninety-seven And No/100 (\$2,748,097.00)**

Description:

(Name and location) **P1916 American Fork 900 West Road Phase 1.2 A & B**

SURETY:

(Name, legal status and principal place
of business) Philadelphia Indemnity Insurance Company

One Bala Plaza East, Suite 100
Bala Cynwyd, PA 190041403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: **June 12, 2019**

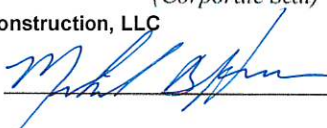
(Not earlier than Construction Contract Date)

Amount: **Two Million Seven Hundred Forty-eight Thousand Ninety-seven And No/100 (\$2,748,097.00)**

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Red Pine Construction, LLC

Signature: 

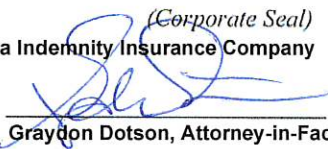
Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
Philadelphia Indemnity Insurance Company

Signature: 

Name

and Title:

Graydon Dotson, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cobb Strecker Dunphy & Zimmermann
225 South Sixth Street, Suite 1900
Minneapolis, MN 55402

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Berg Engineering Resource Group
11038 Highland Blvd.
Highland, UT 84003

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$495,507.00 for Lakeshore Landing Phase 1-3, located at 900 West 350 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 \$495,507.00 for Lakeshore Landing Phase 1-3. 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

Lakeshore Landing Phase 1-3 warranty release for City Council 2-27-24 (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 LAKESHORE LANDING PHASE 1-3 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: \$495,507.00

PASSED THIS 27 DAY OF FEBRUARY 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Development Name: LAKESTONE LANDING 1-3

Development Address: 900 W. 350 S.

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

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release
(10% Durability Release) _____

					Inspector Use Only Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Warranty Release				495,507.00	Y
			Total	495,507.00	

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

Name: GRADY DOTSON

Bank (if applicable): ATLANTIC SPECIALTY INSURANCE COMPANY

Address: 605 Highway 169 North, Suite 800

City: Plymouth

State: MN

Zip: 55441

Phone: 801-537-5972

Email: GOSSON@HOLMESMURPHY.COM

Signature:

Date: 2-12-24

City Official Use Only

☒ Fees paid and current

Administrative Signature:

Date: 2-12-201

Inspector Signature:

Date: 2/14/24

Attachment: Lakeshore Landing Phase 1-3 warranty release for City Council 2-27-24 (Durability Release)



AIA Document A312™ – 2010

Performance Bond

Bond No. 800095049

CONTRACTOR:

(Name, legal status and address)

Red Pine Construction, LLC

520 South 850 East #A4

Lehi, UT 84043

OWNER:

(Name, legal status and address)

White Horse Developers LLC

520 S. 850 E.

Lehi, UT 84043

CONSTRUCTION CONTRACT

Date: **May 10, 2021**

Amount: **Four Hundred Ninety-five Thousand Five Hundred Seven And No/100 (\$495,507.00)**

Description:

(Name and location) **Lakeshore Landing Blocks 1-3**

SURETY:

(Name, legal status and principal place

of business) **Atlantic Specialty Insurance Company**

605 Highway 169 North, Suite 800

Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: **May 15, 2021**

(Not earlier than Construction Contract Date)

Amount: **Four Hundred Ninety-five Thousand Five Hundred Seven And No/100 (\$495,507.00)**

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

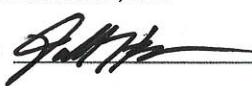
Company: (Corporate Seal)

Red Pine Construction, LLC

SURETY

Company: (Corporate Seal)

Atlantic Specialty Insurance Company

Signature: 

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name

and Title:

Graydon Dotson, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CSDZ, LLC

225 South Sixth Street, Suite 1900

Minneapolis, MN 55402

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of a performance in lieu agreement with Bridge Haven for the Bridges at Fox Hollow Plat A subdivision.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

City ordinance provides for an option wherein a developer can petition the City Council to allow construction of improvements in lieu of providing a performance guarantee. In this instance the recording of the plat is deferred until the project improvements are deemed complete. The Council has the option to require a petitioner to prove sufficient resources to complete the project.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the performance in lieu agreement with Bridge Haven for the Bridges at Fox Hollow Plat A subdivision and authorize the city to sign the necessary documents.

SUPPORTING DOCUMENTS

Performance In-Lieu - Bridges at Fox Hollow Plat A (PDF)
 Temporary Easement - Bridges at Fox Hollow Plat A (PDF)
 Bridges at Fox Hollow Plat A - Bond Unit Price Check - TJepsen (PDF)

Agreement for Performance in Lieu

THIS AGREEMENT is made and entered as of the 20 day of Dec, 2023, by and between the City of American Fork ("City"), a political subdivision of the State of Utah, and Bridge Haven ("Owner"), a Utah corporation.

WHEREAS, Owner owns property in the City located at approximately 980^N 390^E (the "Property");

WHEREAS, the Owner has recently proposed to the City and obtained conditional approval to commence with the Project;

WHEREAS, the Owner desires to adhere to City Ordinance Section 17.9.600 by constructing the project's public landscaping and public improvements (hereinafter collectively referred to as "Improvements") in lieu of posting an Improvement Completion Assurance;

WHEREAS, the American Fork City Council finds that the developer has sufficient financial resources to accomplish the construction of the required Improvements within the time frame outlined herein;

WHEREAS, the parties desire to enter into this Agreement to specify the rights and responsibilities of Owner to construct Improvements in lieu of posting an Improvement Completion Assurance as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such construction pursuant to the requirements of this Agreement; and

WHEREAS, Owner and the City have cooperated in the preparation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner hereby agree to the following:

1. **Incorporation of Recital.** The foregoing Recitals are hereby incorporated in this Agreement.
2. **Improvement Completion Assurance.** Owner shall be permitted to construct Improvements in lieu of posting an Improvement Completion Assurance. Such construction shall be completed in accordance with the terms set forth herein.
3. **Time for Construction of Improvements.**
 - 3.1 Final construction documents and permits in accordance with City Ordinances shall be provided to the City Engineer for review immediately following the execution of

this Agreement. Upon approval of the City Engineer, construction of Improvements shall commence within thirty days.

3.2_ Improvements shall be constructed in accordance with the Construction Schedule attached hereto as Exhibit A and incorporated herein.

3.3_ Improvements shall be completed no later than two hundred seventy five (275) days from the date of execution of this Agreement. Any extension of this time period shall be in accordance with City Ordinance Section 17.9.601.

3.4_ Owner agrees and acknowledges that if construction of Improvements is not complete within the specified time set forth in this Agreement, or Owner fails to obtain an authorized extension, the Project may be declared a Dormant Project by the City.

4. **Permits and Fees**

4.1_ Prior to construction, Owner shall pay to the City the following:

1. The portion of the Improvement Completion Assurance amount attributable to costs of inspection, clean-up, reimbursement of prior constructed public improvements, and other city costs; and
2. An Improvement Warranty pursuant to City Ordinance Section 17.9.400

4.2_ Prior to construction, Owner shall obtain all necessary permits, including a land disturbance permit.

5. **Payment to City for Street Tree Specific Improvement Completion Assurance.** This assurance shall be managed independent of the other required Improvements. The Improvement Warranty period shall also be enacted independent of this requirement. Planting of trees shall be deferred until the structure constructed on a given lot is ready for first occupancy inspection.

6. **Blanket Easement.** The Owner shall submit a recorded blanket easement over the entire project area, which shall expire upon the recording of the final plat, authorizing the installation of required Improvements in the locations shown on the approved final plat and engineering drawings.

7. **Recording of Final Plat.** Owner agrees and acknowledges that the final plat shall not be recorded with the Utah County Recorder until all Improvements for the Project are constructed and accepted by the City Council, who shall issue a Notice of Completion and Acceptance of Improvements and Release of Improvement Completion Assurance.

8. **Early Recording of Final Plat.** If at any point during the construction process the Owner wishes to record the plat an Improvement Completion Assurance shall be provided per the terms of City Ordinance Section 17.9 for any and all remaining required Improvements. Upon verification of this posting and any other approval condition, the City Recorder shall be authorized to record the plat.

9. **Improvement Warranty.** The Improvement Warranty period shall commence at the recording of the final plat.

10. **Compliance.** All construction shall comply with all applicable Federal, State and local laws, ordinances, regulations, standards, and specifications.

11. **Attorney Fees.** In the event that legal remedies are sought by either party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the two parties on the subject matter of the Improvement Completion Assurance for the Project. Any provision that may be deemed unlawful shall be removed and the balance of the agreement shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signature Page Follows]

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, City Recorder

Approved as to Form:

Approved as to Content:

American Fork City Attorney

Public Works Director

[OWNER/DEVELOPER]

Will S Jones
BY: Will S Jones
ITS: President

OWNER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

On January 31, 2024, Will S Jones personally appeared before me, who being by me duly sworn, did say that he is the President of Bridge Haven [Owner/Developer], a _____ and that the foregoing instrument was duly authorized by the company.

Michelle D Draper
NOTARY PUBLIC

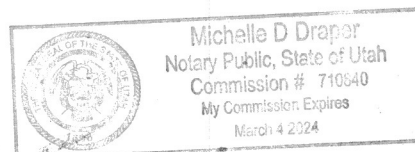


EXHIBIT "A"
BRIDGES AT FOX HOLLOW PLAT "A"
CONSTRUCTION SCHEDULE

Begin Construction	Feb 1 st 2024
End Construction	June 30 th 2024

After recording return to:
 American Fork City
 Attn: City Recorder
 51 East Main Street
 American Fork, Utah 84003

TEMPORARY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a temporary blanket easement for the installation, maintenance, operation, repair, inspection, protection, removal and/or replacement of the public landscaping and/or infrastructure improvements ("Improvements") consistent with the approved final plat and engineering drawings for the Bridges at Fox Hollow "A" project as shown in **Exhibit "A"**. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is located in the Southwest Quarter Section 12, T5S, R1E, SLB&M more particularly described as follows:

DESCRIPTION

Contains: $\pm \frac{147,175}{\text{_____}}$ s.f.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Improvements. At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any obstruction of accessing said temporary easement.

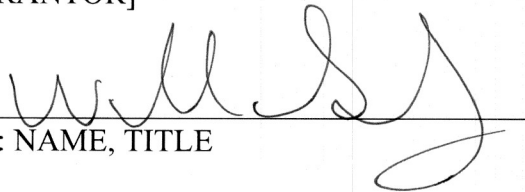
This Temporary Easement shall automatically expire at the time of recording of the mylar for the subdivision or when the Improvements are installed and accepted by American Fork City.

In witness whereof, the Grantor has executed this easement this

31 day of January, 2024

[GRANTOR]

By: NAME, TITLE

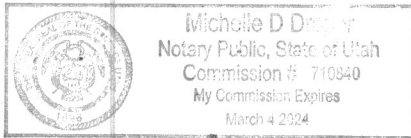


Approved as to form: American Fork City Attorney

State of Utah

County of Utah :ss

On the 31st day of Jan., 2021, personally appeared before me
Will S. Jones, who acknowledged himself to be the [TITLE] of [GRANTOR],
 and that he/she, as such [TITLE], being authorized so to do, executed the foregoing instrument
 for the purposes therein contained.



Michelle D. Dwyer
 Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

 Bradley J. Frost, Mayor

EXHIBIT "A"

BRIDGES AT FOX HOLLOW PLAT "A" LEGAL DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 0°01'13" EAST ALONG SECTION LINE 887.05 FEET AND EAST 454.56 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 121826:2004 THE FOLLOWING COURSE: 1) NORTH 3°04'28" EAST 126.01; THENCE SOUTH 41°52'45" EAST 64.46 FEET; THENCE SOUTH 47°13'30" EAST 51.70 FEET; THENCE SOUTH 57°40'57" EAST 10.95 FEET; THENCE NORTH 83°34'20" EAST 99.95 FEET; THENCE NORTH 73°50'18" EAST 62.97 FEET; THENCE NORTH 32°28'21" EAST 49.02 FEET; THENCE NORTH 24°19'59" EAST 34.07 FEET; THENCE ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.69 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 05°12'08 AND LONG CHORD BEARS N00°45'32"W 28.68 FEET); THENCE NORTH 01°50'32" EAST 101.54 FEET; THENCE ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 63.26 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 15°29'22 AND LONG CHORD BEARS N05°54'09"W 63.07 FEET); THENCE NORTH 13°38'51" WEST 12.26 FEET; THENCE NORTH 88°06'41" EAST 10.21 FEET; THENCE NORTH 13°38'51" WEST 137.89 FEET; THENCE ALONG THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 5.20 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 00°30'38 AND LONG CHORD BEARS N13°23'31"W 5.20 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.41 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 85°35'18 AND LONG CHORD BEARS N55°55'51"W 20.38 FEET); THENCE NORTH 08°43'30" WEST 62.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.41 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 85°35'18 AND LONG CHORD BEARS N38°28'51"E 20.38 FEET); THENCE ALONG THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 84.62 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 08°19'00 AND LONG CHORD BEARS N00°09'18"W 84.55 FEET); THENCE SOUTH 88°14'57" WEST 88.86 FEET; THENCE NORTH 07°07'48" WEST 67.75 FEET; THENCE SOUTH 87°40'21" EAST 104.70 FEET; THENCE NORTH 81°16'58" EAST 65.90 FEET; THENCE SOUTH 77°55'19" EAST 100.98 FEET; THENCE SOUTH 12°04'41" WEST 30.65 FEET; THENCE SOUTH 119.69 FEET; THENCE SOUTH 12°15'32" EAST 60.00 FEET; THENCE SOUTH 16°30'42" EAST 84.65 FEET; THENCE SOUTH 76°33'31" WEST 104.70 FEET; THENCE SOUTH 13°38'51" EAST 44.08 FEET; THENCE ALONG THE ARC OF A 306.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 82.72 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 15°29'22 AND LONG CHORD BEARS S05°54'09"E 82.47 FEET); THENCE SOUTH 01°50'32" WEST 4.52 FEET; THENCE NORTH 81°44'02" EAST 168.59 FEET; THENCE SOUTH 62°12'29" EAST 85.50 FEET; THENCE ALONG RIVER EDGE PLATS E, F & G THE FOLLOWING TWO COURSES AND DISTANCES: 1) SOUTH 6°03'18" WEST 159.85 FEET, AND 2) SOUTH 82°24'16" WEST 23.23 FEET; THENCE NORTH 09°26'00" EAST 2.87 FEET; THENCE SOUTH 81°48'11" WEST 180.26 FEET; THENCE NORTH 82°40'34" EAST 179.41 FEET; THENCE SOUTH 09°26'00" WEST 10.19 FEET; THENCE SOUTH 82°40'34" WEST 577.48 FEET TO THE POINT OF BEGINNING.

CONTAINS: 147,175 SF OR 3.38 AC

Name of Development: BRIDGES AT FOX HOLLOW PLAT A

BOND AMOUNT

	Description of Item	Quantity	Unit	Unit Price	Total	Reimbursable		
						Quantity	Unit	Unit Price
SITE & SWPPP								
	Clear and Grub ROW	1920	CY	\$4.65	\$8,928.00			
	Cutl to Subgrade ROW	2388	CY	\$18.00	\$42,984.00			
	Subgrade Prep Site	51815	SF	\$0.14	\$7,254.10			
	SWPPP	1	LS	\$5,000.00	\$5,000.00			
SEWER								
	Connect to Existing Sewer Main	1	Each	\$750.00	\$750.00			
	8" PVC Sewer Line	1117.96	LF	\$33.50	\$37,451.66			
	60" Sewer Manhole Precast	2	Each	\$6,100.00	\$12,200.00			
	48" Sewer Manhole Precast	5	Each	\$5,500.00	\$27,500.00			
	4" PVC Sewer Lateral	6	Each	\$1,150.00	\$6,900.00			
	Sewer Testing	1	Each	\$2,500.00	\$2,500.00			
	Sewer Trench Import	1490	ton	\$14.00	\$20,860.00			
	Sewer Trench Spoils	995	CY	\$2.50	\$2,487.50			
CULINARY WATER								
	Connect to Existing Water Stub	1	Each	\$600.00	\$600.00			
	8" Culinary Water	768	LF	\$28.00	\$21,504.00			
	8" Gate Valve	6	Each	\$2,950.00	\$17,700.00			
	8" Water MJ Fittings	2	Each	\$1,400.00	\$2,800.00			
	2" Blowoff	2	Each	\$2,500.00	\$5,000.00			
	Fire Hydrant Assembly	2	Each	\$8,000.00	\$16,000.00			
	1" Water Service Lateral	1	Each	\$1,900.00	\$1,900.00			
	DUAL 1" Water Service Lateral	4	Each	\$3,500.00	\$14,000.00			
	Water Testing	1	LS	\$2,000.00	\$2,000.00			
	Water Trench Import	525	tons	\$24.00	\$12,600.00			
	Water Trench Spoils	340	CY	\$24.00	\$8,160.00			
PRESSURIZED IRRIGATION								
	Connect to Existing PI Stub	1	Each	\$600.00	\$600.00			
	8" PVC Pipe	781	LF	\$25.00	\$19,525.00			
	10" Gate Valve	2	Each	\$3,250.00	\$6,500.00			
	8" Gate Valve	4	Each	\$2,950.00	\$11,800.00			
	8" Fittings	4	Each	\$1,400.00	\$5,600.00			
	2" Blowoff	2	Each	\$2,500.00	\$5,000.00			
	1" PI Service Lateral	3	Each	\$875.00	\$2,625.00			
	DUAL 1" PI Service Lateral	3	Each	\$1,075.00	\$3,225.00			
	PI Trench Import	390	tons	\$14.00	\$5,460.00			
	PI Trench Spoils	260	CY	\$2.50	\$650.00			
	PI Testing	1	LS	\$1,500.00	\$1,500.00			
STORM DRAINAGE								
	18" RCP Storm Drain	127	LF	\$72.00	\$9,144.00			
	Sumps	5	Each	\$5,100.00	\$25,500.00			
	Curb Inlet 2' x 3' x 4' w/ snout	8	Each	\$3,200.00	\$25,600.00			
	Storm Drain Testing	1	LS	\$2,000.00	\$2,000.00			
	Storm Drain Trench Import	115	ton	\$14.00	\$1,610.00			
	Storm Drain Trench Spoils	80	CY	\$2.50	\$200.00			
STREETS / HARDSCAPES								
	24" Curb & Gutter	1701	LF	\$19.40	\$32,999.40			
	24" Curb Prep	1701	LF	\$4.80	\$8,164.80			
	10' Concrete Sidewalk	8620	SF	\$4.35	\$37,497.00	4310	SF	\$4.35
	5' Concrete Sidewalk	6455	SF	\$4.35	\$28,079.25			
	ADA Ramps	4	Each	\$1,600.00	\$6,400.00			
	Catch Basin Tie-In	8	Each	\$410.00	\$3,280.00			
	Import and Place 12" Subgrade	35048	SF	\$1.25	\$43,810.00			
	Import and Place 8" Road Base	35048	SF	\$1.05	\$36,800.40			
	3" Asphalt	31379	SF	\$1.65	\$51,775.35			
	Sawcut Asphalt	1	Each	\$250.00	\$250.00			
	Signage	1	LS	\$2,500.00	\$2,500.00			
CONSTRUCTION MANAGEMENT								
	As-Builts	1	Each	\$1,000.00	\$1,000.00			
	Subdivision Monuments	2	Each	\$450.00	\$900.00			

\$657,074.46

10% Durability - retained at ICG release

\$65,707.45

ICG Amount

\$722,781.91

Attachment: Bridges at Fox Hollow Plat A - Bond Unit Price Check - Tjepson (Performance in Lieu - Bridges at Fox Hollow Plat A)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Planning

Director Approval Patrick O'Brien

AGENDA ITEM Approval of an Escrow Agreement with Central Bank for the Highland Gardens Commercial Site Plan.

SUMMARY RECOMMENDATION Central Bank proposes an Escrow Bond Agreement for system improvements for the Highland Gardens Commercial Site Plan at 1700 North 900 East.

BACKGROUND The City Council approved the Highland Gardens Commercial Site Plan and have been working with Public Works on the improvements needed.

BUDGET IMPACT None

SUGGESTED MOTION Move to approve the Escrow Agreement with Central Bank for improvements in the Highland Gardens Commercial Site Plan.

SUPPORTING DOCUMENTS

Highland Gardens Escrow Agreement - 01.18.2024_APPROVED BY RB 1.29.24 (PDF)
Invoice (No. E4341) from Gordon Case & Co (2) (PDF)

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 18 day of 01, 20 24,
by and between, Central Bank, a Utah Banking Institution,
(hereinafter referred to as the "Bank"), Highland Gardens,
(hereinafter referred to as the "Developer"), and American Fork City, a Municipal Corporation
of the State of Utah (hereinafter referred to as the "City").

WHEREAS, Developer desires to construct and develop a site plan in
American Fork City located at approximately 700 N 900 E, and
known as Highland Gardens ("Development"); and

WHEREAS, the American Fork Municipal Code requires the Developer to
provide an improvement completion assurance and/or improvement warranty (hereinafter
"Performance Guarantee") that improvements will be installed as shown on the plans stamped
"Approved for Construction" by American Fork City, Engineering Division; and

WHEREAS, Developer has chosen to utilize an escrow account for such
Performance Guarantee;

WHEREAS, the Developer has placed the sum of \$ 666,000
in an escrow account with the Bank to guarantee construction of the required improvements
pursuant to the terms of the American Fork Municipal Code;

NOW THEREFORE, in consideration of the funds paid to the Bank by the
Developer, it is hereby agreed as follows:

1. Bank shall reserve the funds deposited by the Developer to guarantee and assure the
construction of the required improvements for the Development, pursuant to American Fork
Municipal Code.

2. The City shall have sole power to authorize the release of any funds held. No money may be released by the Bank without prior written authorization from the City.
3. Final release of this Performance Guarantee to the Developer is conditional upon the Developer's satisfactory completion of all improvements required under American Fork Municipal Code and upon delivery by the Developer to the City of a preliminary title report, in a form acceptable to the City, showing that there are no liens or encumbrances on the subject property except such liens and encumbrances as are specifically approved in writing by the City.
4. The Developer shall complete all public improvements required by the American Fork Municipal Code within a period of two hundred seventy five (275) days from the date of approval of the site plan by the City Council/Planning Commission. If the required improvements are not completed satisfactory to the City Council within that time, or an extension of time has not been approved by the City, the City may declare the Developer in Default of this agreement and pursue the remedies provided herein. Upon the Developer's completion of all said improvements, the City shall make an inspection of the improvements. If the City finds that all required improvements are satisfactory, all liens have been paid, and title conditions on the subject property are satisfactory, as evidenced by the aforementioned preliminary title report, the City may release up to ninety percent (90%) of the escrow account to the Developer.
5. The remaining ten percent (10%) shall be held for an additional one (1) year as an improvement warranty against latent defects in material or workmanship. If, prior to or at the end of the improvement warranty period, the condition of materials or workmanship shows unusual depreciation or does not comply with standards of the City, or if any outstanding liens

are not paid, the City Council may declare the Developer to be in default. The Developer acknowledges that it has informed or will inform its contractors and subcontractors of the release provision of this escrow account.

6. It is also agreed that violation of the American Fork Municipal Code, State Statutes, or Federal Regulations with respect to the Development, or deviation in any way from the approved plans and specifications of the site plan, may be considered grounds for declaration of default of the developer's obligations hereunder.
7. In the event the City Council determines that there has been a breach by the Developer of his obligations pursuant to the terms of the American Fork Municipal Code it may declare the Developer to be in default. Upon a declaration by the City Council that the Developer is in default, the City shall provide written notice of such default to the Bank, whereupon the Bank shall, within ten (10) days of receipt of said written notification from the City, release all funds held by the Bank to City, and City shall apply said funds to the cost of construction or repair of the required improvements.
8. Developer hereby agrees that the Bank is entitled to release all said funds to the City upon receipt of written notice by the City to the Bank as described in the preceding paragraph.
9. Should the Bank refuse to release all said funds to the City within ten (10) days of written notification to the Bank by the City, the Bank shall be liable for all damages resulting from said refusal.
10. Should the escrow account contain insufficient funds to complete the work, the City is entitled to pursue legal action to recover the shortage from the Developer.
11. Should any party to this Agreement default in performance of any terms contained herein, the non-defaulting party shall be entitled to reasonable attorney's fees and costs of Court

- incurred by the non-defaulting party in enforcing any of the terms of this Agreement.
12. This Agreement shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors, and assigns.
13. This Agreement is not intended and shall not be construed to make any person, firm, or corporation a third-party beneficiary of any duty to be performed under this Agreement by City, its officers, agent or employees.
14. The signatories to this Agreement expressly represent and warrant that they have authority to act for and on behalf of the Obligor, the Developer and the City respectively.

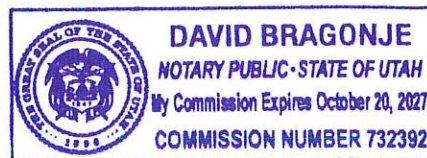
BANK


 By: Greg Anderson
 Its: Vice President/Manager

On this 18 day of January, 2024, the foregoing instrument was acknowledged before me by Greg Anderson, [Title] Vice President/Manager

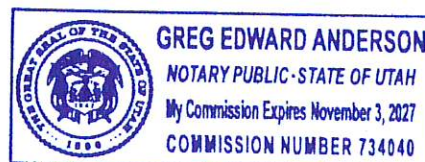
DEVELOPER


 By: Brennan Stratton
 Its: General Manager



D. D. Bragonje

On this 18 day of January, 2024, the foregoing instrument was acknowledged before me by Brennan Stratton, [Title] GM





AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Estimate

Gordon Case & Co

P.O. BOX 382
 PLEASANT GROVE, UTAH 84062
 PH 801-785-5061

Date

12/13/23

Estimate No.

E4341

Job Address

HIGHLAND GARDENS

Bill To:

KEN STRATTON
 cell 801-404-8523

P.O. Number

Terms

Project

Description	Quantity	Rate	Amount
EXCAVATION & INSTALLATION OF THE FOLLOWING TO AMERICAN FORK CITY STANDARDS & SPECIFICATIONS- This estimate does not include Municipal fees, bonds, signage, asphalt or concrete cutting, removal or replacement			
6" C900 WATER MAIN PIPE/ INSTALLED/ per lf includes tracer wire -	520	70.00	36,400.00
BEDDING SAND/ DELIVERED/ - per ton delivered	125	65.20	8,150.00
6" DIA. FIRE HYDRANT/ STANDARD 6' BURY- COMPLETE- ea	1	7,200.00	7,200.00
6" TEE, MEGALUGS & KICKER- ea	1	1,020.00	1,020.00
AMERICAN FORK CITY INSPECTION FEES - LS		1,050.00	1,050.00
CLEAN UP COSTS- LS		1,500.00	1,500.00
CONTINGENCY FOR PUBLIC IMPROVEMENTS - LS		4,000.00	4,000.00

Attachment: Invoice (No. E4341) from Gordon Case & Co (2) (Escrow Agreement with Central Bank for Highland Gardens)

Total

\$59,320.00



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Approval of a beer/alcoholic beverage license for Root's Place LLC., located at 66 North West State Road.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The owner of Root's Place LLC is requesting approval of a beer/alcoholic beverage license for their location at 66 N. West State Road.

BUDGET IMPACT

\$300 license fee

SUGGESTED MOTION

Move to approve the beer/alcoholic beverage license for Root's Place LLC at 66 N. West State Road.

**Approval of the common consent agenda will constitute approval of this item.*

SUPPORTING DOCUMENTS

Beer Alcoholic Beverage Business License - Roots Place LLC (PDF)

Root's Place, LLC
02/15/2024 - 12/31/2024
Beer/Alcoholic Beverage Business
License
General

Permit/License #
7097930

Reference Number
fef6eaa0-cc0d-11ee-b2cf-5776a84f9bfa

Status
Active

Application Status
Under Review

Application Review Status

Pre-Review	Approved	Date Submitted
Zoning Department	Not Reviewed	02/15/2024
Final-Review	Not Reviewed	

Fees

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

Payments

There are no payments

Application Form Data

(Empty fields are not included)

Applicant First Name
Danerish

Applicant Last Name
Root

Phone Number

Email Address

Date of Birth

Age

Attachment: Beer Alcoholic Beverage Business License - Roots Place LLC (Beer/Alcohol License - Root's Place LLC)

Are you a US Citizen?

Yes

Social Security #



👁 Reveal

Home Address (Street)

City

State

UT

Zip

Name of Business to be Licensed

Root's Place, LLC

Business Address

66 N West State Road

City

American Fork

State

UT

Zip

84003

Business Phone

(385) 427-5570

Type of American Fork City License

Alcoholic Beverage License

Type of DABC License Applying for

Restaurant- Full Service

Signature

I hereby certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act, and that all the information I have provided in this application is true. I hereby certify that I have never been convicted of a felony, or any misdemeanor involving moral turpitude, or of any violation of any law or ordinance relating to alcoholic beverages, including DUI offenses. I agree that if a license is issued, it shall be subject to suspension or revocation

as provided in Chapter 5.08 of the American Fork City Code. I further agree to post any bonds required by the City pursuant to the terms of Chapter 5.08 of the City Code. No business license shall be transferred from one person to another, nor from one location to another.

Electronically Signed

Danerish Root - 02/15/2024 7:24 am

Messages

02/15/2024 13:37 pm - Angela Katoa

Have you submitted your Commercial Business License Application?

Comments:

02/15/2024 13:43 pm -

Yes, my EIN # is 99-1220381. Is there any other number you need?

Attachment: Beer Alcoholic Beverage Business License - Roots Place LLC (Beer/Alcohol License - Root's Place LLC)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

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

AGENDA ITEM Review and action on an ordinance approving an application for a Commercial Site Plan, known as Walmart Garden Center & Parking Lot Modification, located at 949 W Grassland Dr. The Commercial Site Plan will be on approximately 21.91 acres and will be in the Planned Shopping Center (SC-1) Zone.

SUMMARY RECOMMENDATION

Planning Commission recommended approval at the February 7, 2024 regular meeting.

BACKGROUND

The applicant has applied for a Commercial Site Plan to enclose the existing garden area at the existing Walmart Shopping Center. The project looks to enclose the outdoor garden at the front of the store, that is approximately 10,000 square feet. The project additionally is adding parking to the rear of the property so that the site can meet off-street parking requirements for the added square footage.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to adopt the ordinance approving the proposed Commercial Site Plan, located at 949 W Grassland Dr., in the Planned Shopping Center (SC-1) zone.

SUPPORTING DOCUMENTS

Walmart Garden Center & Parking Lot Modification - Staff Report (PDF)
 Site Plan - Walmart Garden Center and Parking (DOCX)
 (2024.01.25) Walmart Supercenter 2511 - American Fork, UT_combined set (PDF)
 CSP - WalmartGardenCenter (PDF)



Planning Commission Staff Report
Meeting Date: February 07, 2024

Agenda Topic

Review and recommendation on an application for a Commercial Site Plan, known as Walmart Garden Center & Parking Lot Modification, located at 949 W Grassland Dr., American Fork City, UT 84003. The Commercial Site Plan will be on approximately 21.91 acres and will be in the Planned Shopping Center (SC-1) Zone.

BACKGROUND INFORMATION		
Location:		949 W Grassland Dr.
Project Type:		Site Plan
Applicants:		Sid Biddle
Existing Land Use:		Design Commercial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Design Commercial
	South	Public Parks & Open Space
	East	Design Commercial
	West	Lehi City
Existing Zoning:		SC-1
Proposed Zoning:		N/A
Surrounding Zoning:	North	SC-1
	South	SC-1
	East	SC-1
	West	Lehi City
Square Footage (By Use)		223,497
Total Number of Units		N/A
Parking Requirement		1,149

Background



The applicant has applied for a Commercial Site Plan to enclose the existing garden area at the existing Walmart Shopping Center. The project looks to enclose the outdoor garden at the front of the store, that is approximately 10,000 square feet. The project additionally is adding parking to the rear of the property so that the site can meet off-street parking requirements for the added square footage.

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.
 - 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



Planning Commission Staff Report
Meeting Date: February 07, 2024

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. Finalize any comments and conditions from staff.

Findings of Fact

1. The Commercial Site Plan meets the requirements of Section 17.6.101.

Planning Commission Staff Report
Meeting Date: February 07, 2024



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
Meeting Date: February 07, 2024



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 949 W Grassland Dr., American Fork City, UT 84003, in the Planned Shopping Center (SC-1) zone, subject to any conditions found in the staff report.



Planning Commission Staff Report
Meeting Date: February 07, 2024

Denial

Madame Chair, I move to deny the proposed Commercial Site Plan, located at 949 W Grassland Dr., American Fork City, UT 84003, in the Planned Shopping Center (SC-1) zone.

Table

Madame Chair, I move to table action for the proposed Commercial Site Plan, located at 949 W Grassland Dr., American Fork City, UT 84003, in the Planned Shopping Center (SC-1) zone, and instruct staff/developer to...

ORDINANCE NO. _____**AN ORDINANCE APPROVING A SITE PLAN FOR WALMART GARDEN CENTER AND PARKING LOT LOCATED AT 949 WEST GRASSLAND DRIVE IN THE PLANNED SHOPPING CENETER (SC-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 Walmart Garden Center and Parking lot, located at 949 West Grassland Drive, 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 27TH DAY OF FEBRUARY 2024.

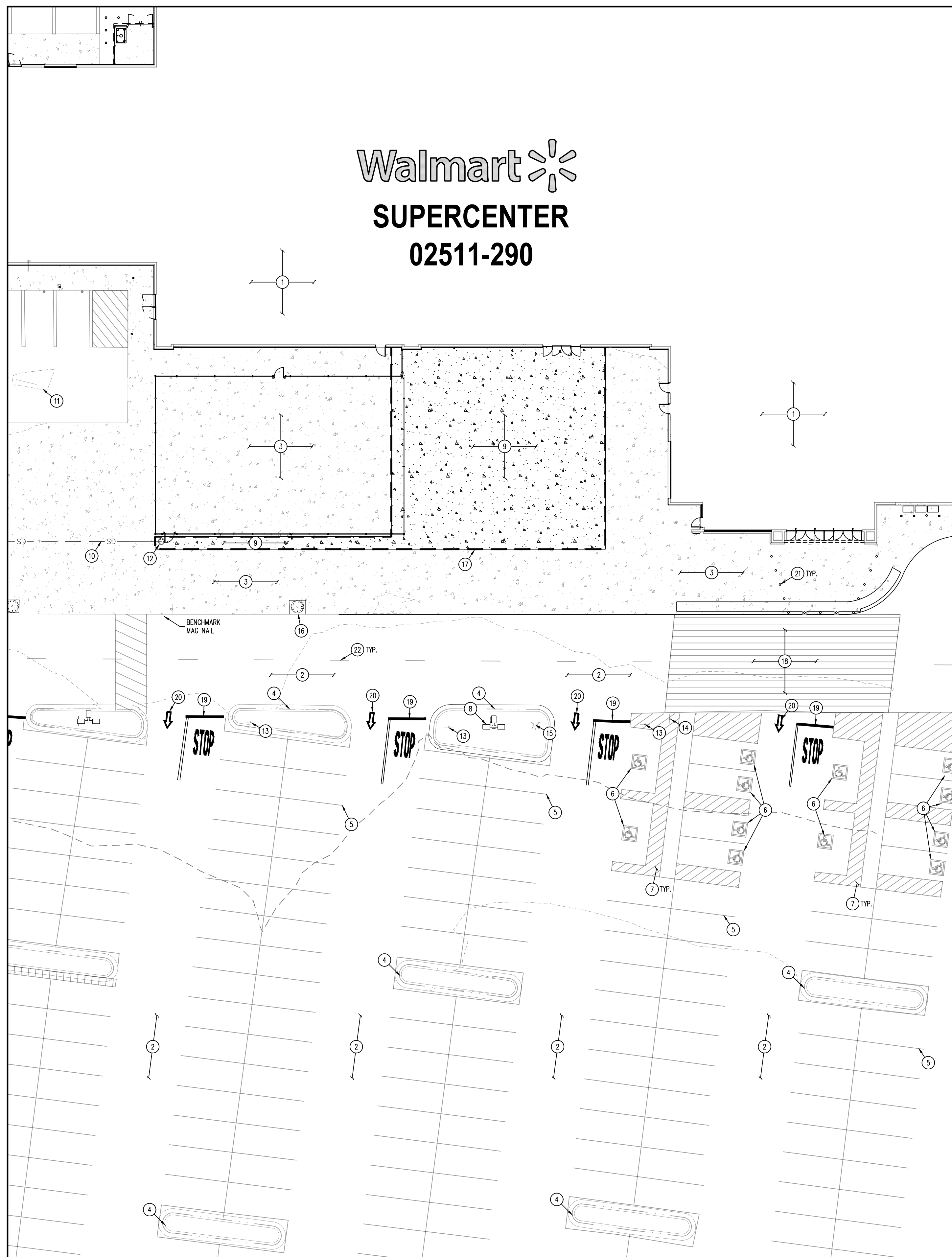
Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Site Plan - Walmart Garden Center and Parking (Walmart Garden Center - Site Plan)

Packet Pg. 1



DEMOLITION PLAN
SCALE 1" = 20'

SITE & DEMOLITION SCHEDULE

- | | | | |
|----|---|----|--|
| 1 | EXISTING WALMART BUILDING TO REMAIN. | 24 | PROPOSED TRENCH DRAIN (REF. ARCHITECTURAL PLANS). |
| 2 | EXISTING ASPHALT PAVEMENT TO REMAIN. | 25 | PROPOSED 8" PVC STORM LINE @ 0.50% MN. |
| 3 | EXISTING CONCRETE PAVEMENT TO REMAIN. | 26 | PROPOSED 4" PVC STORM LINE @ 2.00% MN. |
| 4 | EXISTING CURB AND GUTTER TO REMAIN. | 27 | PROPOSED CONCRETE PAVING TO MATCH EXISTING SECTION (REF. SITE DETAILS). |
| 5 | EXISTING PARKING STALL STRIPING TO REMAIN. | 28 | PROPOSED CROSSWALK. |
| 6 | EXISTING ADA STALL TO REMAIN. | 29 | PROPOSED R1-5B ~ "STOP HERE FOR PEDESTRIANS" SIGNAGE MOUNTED ON BOLLARD POST (REF. SITE DETAILS). |
| 7 | EXISTING 45° YELLOW PAINTED STRIPING TO REMAIN. | 30 | PROPOSED R1-5B ~ "STOP HERE FOR PEDESTRIANS" SIGNAGE MOUNTED ON BREAK-AWAY POST (REF. SITE DETAILS). |
| 8 | EXISTING SITE LIGHT TO REMAIN. | 31 | PROPOSED CONNECTION TO ROOF DRAIN TO VERIFY DRAIN LOCATION WITH ARCH. PLANS. |
| 9 | EXISTING CONCRETE PAVING TO BE REMOVED. | | |
| 10 | EXISTING STORM SEWER LINE, LOCATION OF STORM SEWER LINE BASED ON RECORD DRAWINGS. CONTRACTOR TO FIELD VERIFY. | | |
| 11 | EXISTING STORM INLET, LOCATION OF INLET BASED ON RECORD DRAWINGS. INVERTS ASSUMED TO BE 4" BELOW GRADE. CONTRACTOR TO FIELD VERIFY. | | |
| 12 | EXISTING STORM CLEAN OUT TO REMAIN. | | |
| 13 | EXISTING STOP SIGNAGE TO REMAIN. | | |
| 14 | EXISTING R1-5B "STOP HERE FOR PEDESTRIANS" SIGNAGE TO REMAIN. | | |
| 15 | EXISTING FIRE HYDRANT TO REMAIN. | | |
| 16 | EXISTING TREE PIT TO REMAIN. | | |
| 17 | SAWCUT LINE OF EXISTING PAVEMENT. | | |
| 18 | EXISTING CROSSWALK STRIPING TO REMAIN. | | |
| 19 | EXISTING "STOP" TEXT AND STOP BAR STRIPING TO REMAIN. | | |
| 20 | EXISTING OPEN ARROW STRIPING TO REMAIN. | | |
| 21 | EXISTING BOLLARD TO REMAIN. | | |
| 22 | EXISTING CENTERLINE STRIPING TO REMAIN. | | |

DEMOLITION NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, WALLS, FIELDS, FLUMES, FOUNDATIONS, PARKING, CANALS, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE PLANS AND SPECIFICATIONS WILL BE ACCURATELY LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE SUSTAINABLE MATERIAL AND BROUGHT TO GRADE WITH SUSTAINABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS. PRIOR TO DEMOLITION, ALL DEBRIS FROM SITE CONTROL DEVICES ARE TO BE IN PLACE.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL OBSTACLES FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR THE DEMOLITION AND DISPOSAL OF THE DEBRIS.
- THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY THEMSELVES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR MARKING EXISTING UTILITIES.
- ALL EXISTING SEWERS, PIPES AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY ORIGINATES THAT MAY OCCUR ON THE SITE. VERY EXISTING CONDITIONS, INCLUDING THE LOCATION OF UTILITIES, MAY BE DIFFERENT FROM THE INFORMATION PROVIDED BY THE UTILITY COMPANIES REGARDING THE DESTRUCTION AND REMOVAL OF ALL SEWER LINES AND CAP LINES PLACES BEFORE THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE PROPERLY MARKED AND Labeled.
- THE CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRIERS, ENCLOSEMENTS, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY CITY AND OWNER. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE EXISTING FACILITIES TO REMAIN, THE CONTRACTOR SHALL PROVIDE PROTECTION TO THE REMAINING FACILITIES AND THE REMAINING STRUCTURES, EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN. ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW DAMAGE TO EXISTING CONDITIONS TO REMAIN WILL BE RELOCATED TO PROTECT THE REMAINING STRUCTURES.
- THE CONTRACTOR SHALL LIMIT SUE-OUT A PAYMENT REMITTANCE TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS, BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAYMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND RELOCATION TO PROTECT THE REMAINING STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 24 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
- ALL EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME THE DRAWINGS WERE PREPARED AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ACCURATE. FINALLY, THE ACTUAL

LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE WORTHY. FURTHERMORE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE WORTHY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE WORTHY. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED BEFORE ANY WORK BEGINS.

5. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, ORDERS AND ANY REQUIRED CONSTRUCTION PERMITS, AND DESIGN COURT PLANS, AND INSPECTION REPORTS (SNIPP). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE WORTHY. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED BEFORE ANY WORK BEGINS.

6. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST GSA STANDARDS FOR EXCAVATION AND TRENCHING PROCEDURES. CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BRACING, AND SHIELDING NECESSARY FOR THESE OPERATIONS, AND SHALL COMPLY WITH ALL GSA PERFORMANCE CRITERIA.

7. DO NOT INTERRUPT EXISTING UTILITIES SERVICES FACILITIES OCCUPIED AND USED BY THE OWNER OR ENGINEER. IF IT IS NECESSARY TO INTERRUPT EXISTING UTILITIES SERVICES FACILITIES OCCUPIED AND USED BY THE OWNER OR ENGINEER, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER BY WRITING BY THE OWNER AND THE LOCAL MUNICIPALITIES. INTERRUPTIONS SHALL ONLY OCCUR AFTER ACCEPTABLE TEMPORARY SERVICE HAS BEEN PROVIDED.

8. ANY RECYCLED MATERIAL TO BE STOCKPILED ON THE SITE SHALL BE STORED IN A SHALL IN AN AREA THAT IS NOT ACCESSIBLE TO THE PUBLIC. THE CONTRACTOR SHALL BE CLEAR OF THE BUILDING PAD AREA AND THE LOCATION MUST BE PRE-APPROVED BY THE OWNER AND OWNER PROPER TO STOCKPILE.

9. QUANTITIES SHOWN HERE ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY AND NOT FOR BID PURPOSES. CONTRACTOR SHALL VERIFY QUANTITIES NECESSARY TO DOWEL FACILITIES SHOWN.

10. ASBESTOS OR HAZARDOUS MATERIAL, IF FOUND ON SITE, SHALL BE REMOVED BY A LICENSED ASBESTOS ABATEMENT MATERIAL CONTRACTOR. REFERENCE ARCHITECTURAL PLANS FOR LIMITS OF ABATEMENT.

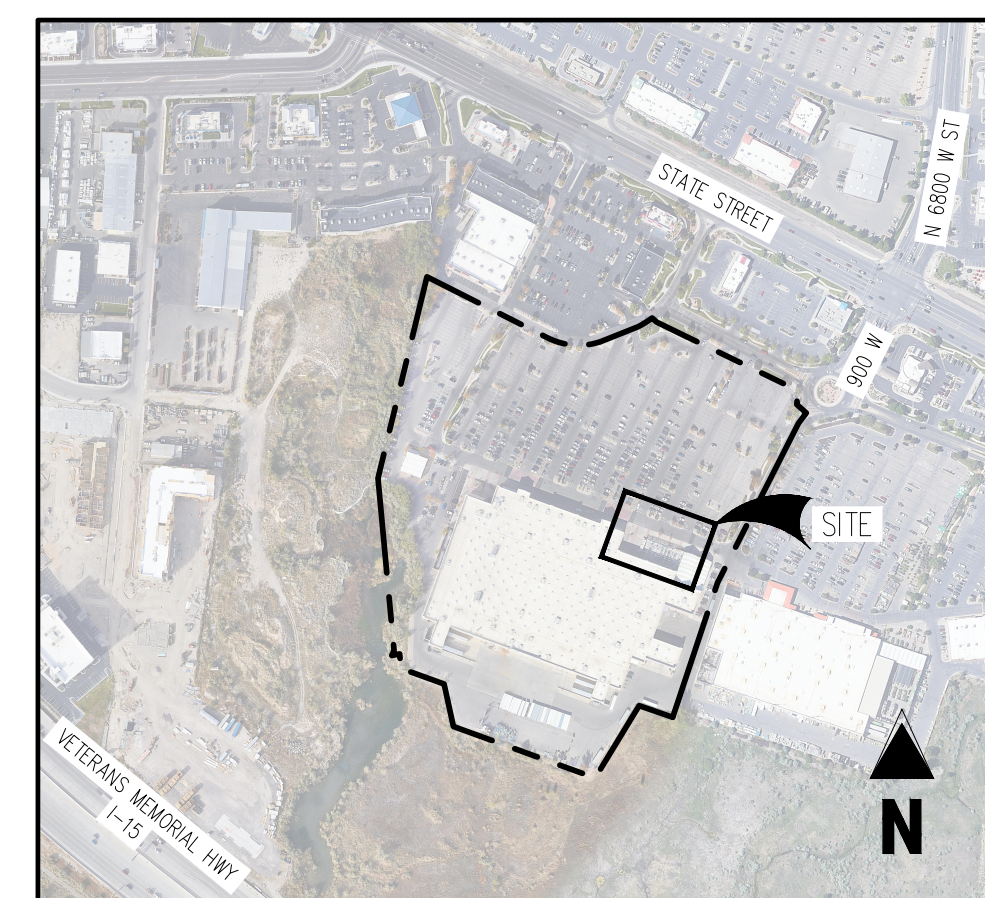
SITE NOTES

- [illegible]

TOTAL SITE IMPERVIOUS SURFACE DATA			
	IMPERVIOUS	PERVIOUS	TOTAL
EXISTING	4,641 S.F. (100%)	0 S.F. (0%)	4,641 S.F. (100%)
PROPOSED	4,641 S.F. (100%)	0 S.F. (0%)	4,641 S.F. (100%)

SITE PARKING TABLE (BASED ON FIELD VERIFIED PARKING COUNT)	
BUILDING AREA (S.F.)	228,350
STANDARD STALLS	1,008
ADA STALLS	29
PICKUP STALLS	12
CART CORRALS	38
TOTAL PARKING WITH CART CORRALS	1,087
TOTAL PARKING STALLS WITHOUT CART CORRALS	1,049
PARKING RATIO WITH CART CORRALS	4.76 SPACES/1,000 S.F.
PARKING RATIO WITHOUT CART CORRALS	4.59 SPACES/1,000 S.F.
QTY REQUIRED RATIO	4.50 SPACES/1,000 S.F.

NOTE:
FINAL PARKING COUNTS ACCOUNT FOR PROPOSED FUEL STATION
(BY OTHERS) & INCLUDING ADDITIONAL PARKING AT REAR OF STORE
PARKING MODIFICATIONS.



KEY MAP
APPX. 1" = 500'

LEGEND

- | | |
|--|---|
| | PROPERTY BOUNDARY |
| | EXISTING BUILDING TO REMAIN |
| | EXISTING CURB & GUTTER TO REMAIN |
| | EXISTING ASPHALT PAVING TO REMAIN |
| | EXISTING CONCRETE PAVING/SIDEWALK |
| | EXISTING CONCRETE PAVING/SIDEWALK TO BE REMOVED |
| | PROPOSED CONCRETE PAVING/SIDEWALK |
| | LIMITS OF SURVEY |
| | EXISTING STORM SEWER LINE TO REMAIN |
| | PROPOSED STORM SEWER LINE |
| | EXISTING WATER LINE TO REMAIN |
| | EXISTING STORM SEWER CLEANOUT |
| | PROPOSED STORM SEWER CLEANOUT |
| | EXISTING STORM SEWER INLET |
| | EXISTING ELECTRIC STRUCTURE |
| | EXISTING SITE SIGN TO REMAIN |
| | EXISTING ADA PAVEMENT MARKING TO REMAIN |
| | EXISTING WATER STRUCTURE |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |
| | PROPOSED MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | PROPOSED SPOT ELEVATION |
| | MATCH EXISTING |
| | TOP OF GRATE |
| | TOP OF CONCRETE |
| | EXISTING SLOPE |
| | PROPOSED SLOPE |

RUNOFF COEFFICIENT = 0.95
AVERAGE INTENSITY 5 MIN. $T_c = 3.84$ IN/HR
AREA OF ROOF = 0.078 ACRES
 $0.95 \times 3.84 \times 0.078 = 0.28$ CFS

8" PVC PIPE @ 0.50% CAN CONVEY 1 CFS

PIPE IS ADEQUATELY SIZED TO CONVEY 25
YEAR EVENT THROUGH 8" PIPE

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983. THE MONUMENTED SECTION LINE OF THE NORTHWEST CORNER OF SECTION 15 TO THE SOUTHWEST CORNER WHICH BEARS N 00°07'56" E AS SHOWN HEREON.

BENCHMARK

THE PROJECT BENCHMARK
BENCHMARK ELEVATION

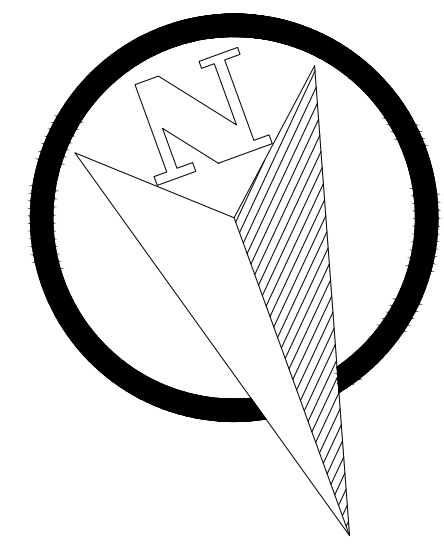
VERTICAL DATUM

VERTICAL DATUM IS BASED UPON A GPS OBSERVATION USING AN OPUS SOLUTION TO DETERMINE THE ELEVATION OF THE PROJECT SITE AND IS BASED ON THE NAVD88 DATUM.

CAUTION – NOTICE

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION. ONLY IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
- 
- Know what's below
Call before you dig



GRAPHIC SCALE

(IN FEET)

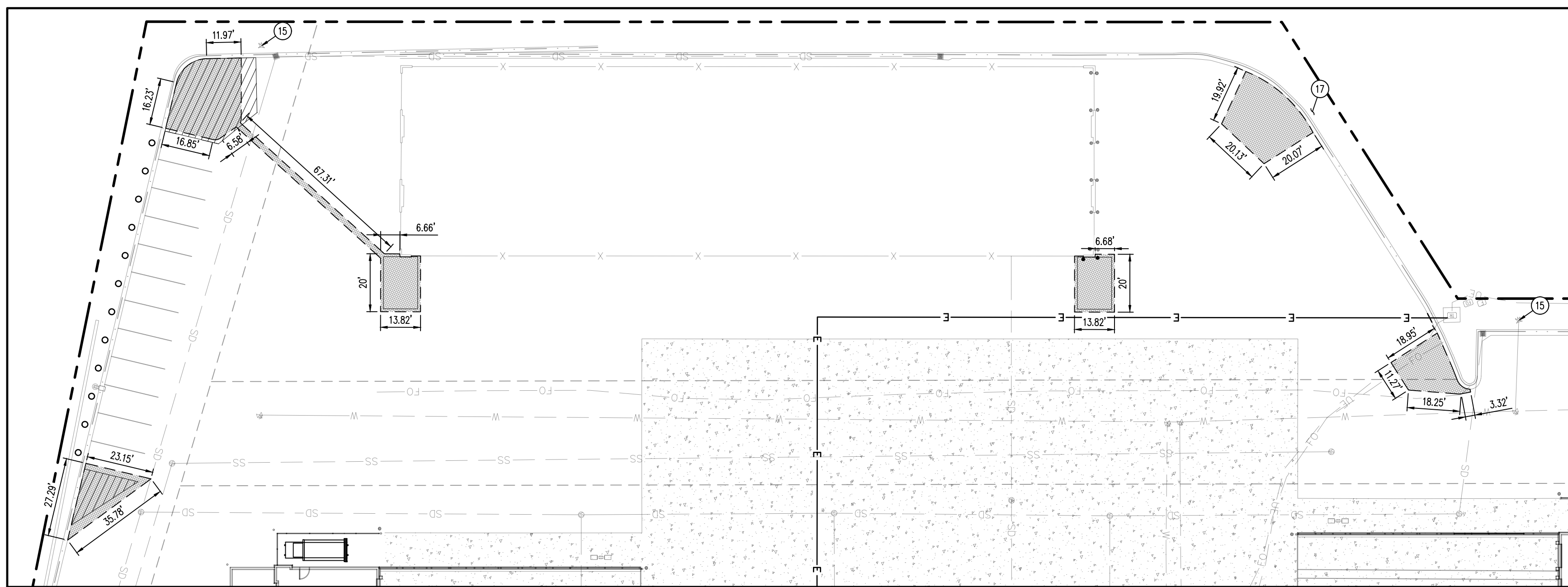
STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT: AMERICAN FORK, UT. CONTEMPORANEOUSLY WITH THIS ISSUE DATE ON 04/10/2023, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE, OR AT A LATER TIME, THE USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER

ISSUE BLOCK

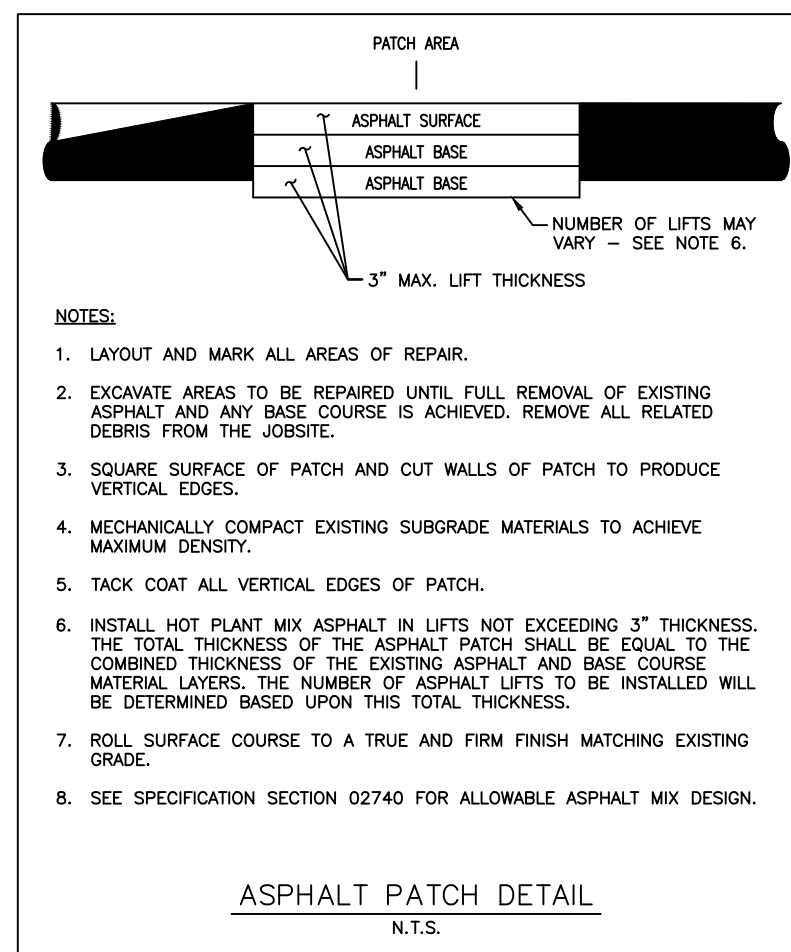
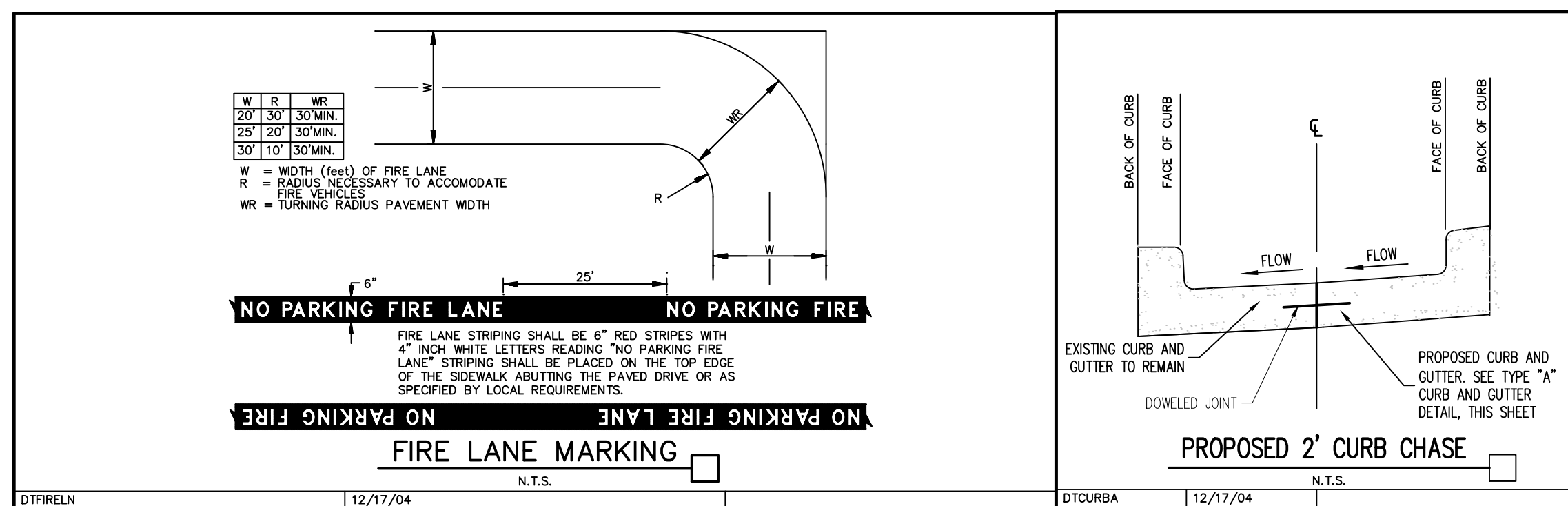
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CHECKED BY:	J
DRAWN BY:	E
PROTO CYCLE:	
DOCUMENT DATE:	04/10/2



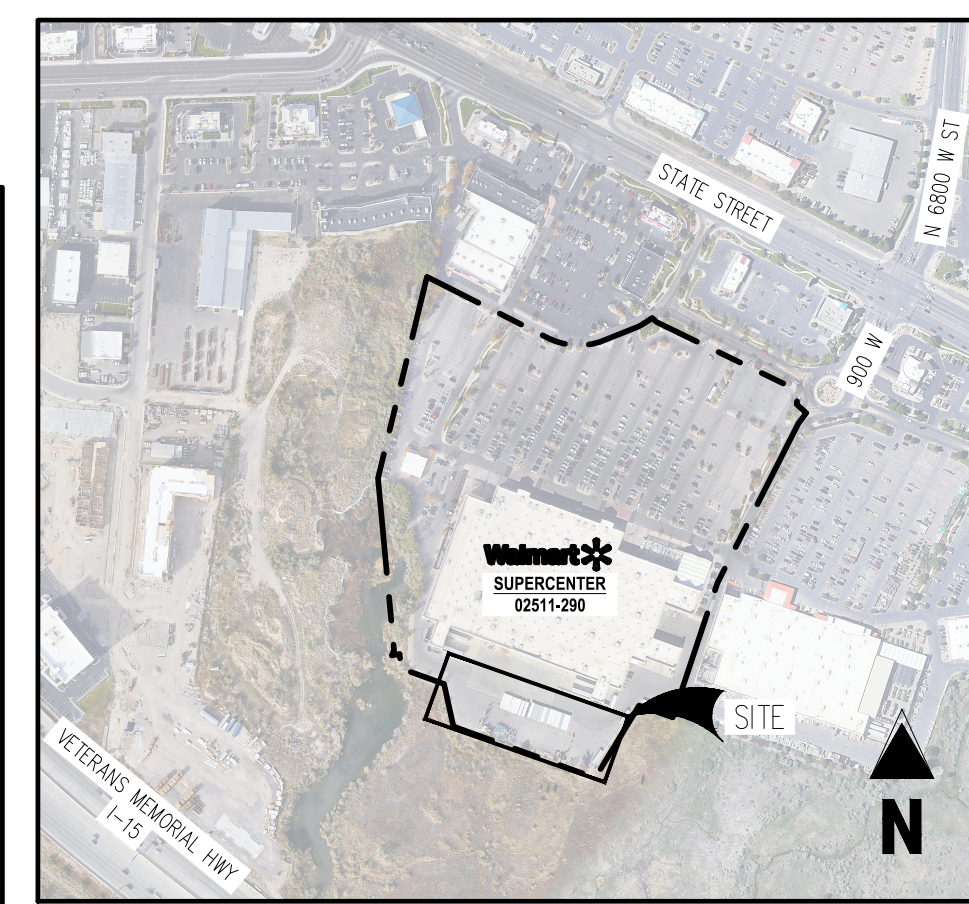
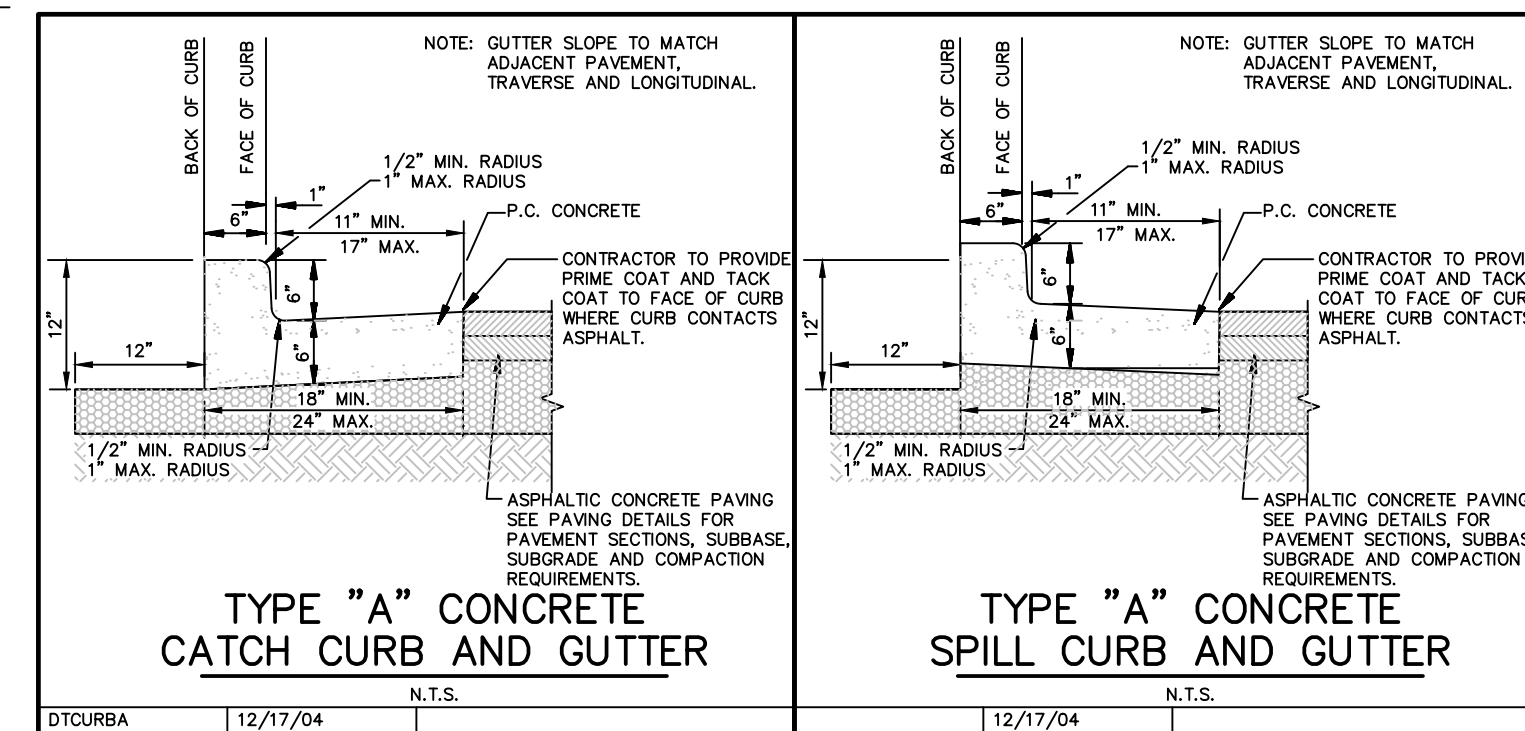


SITE DEMOLITION PLAN
SCALE 1" = 30'



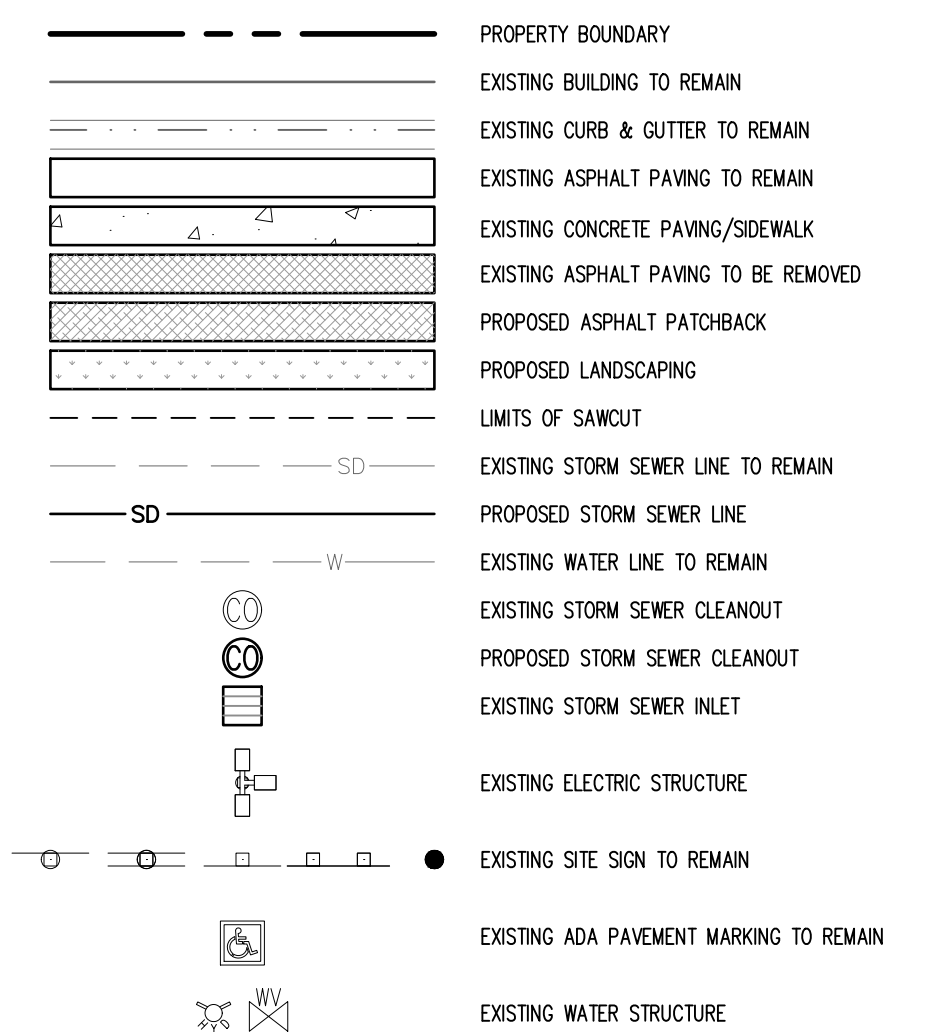
SITE & DEMOLITION SCHEDULE

- 1 EXISTING WALMART BUILDING TO REMAIN.
- 2 EXISTING ASPHALT PAVEMENT TO REMAIN.
- 3 EXISTING CONCRETE PAVEMENT TO REMAIN.
- 4 EXISTING CURB AND GUTTER TO REMAIN.
- 5 EXISTING PARKING STALL STRIPING TO REMAIN.
- 6 EXISTING FENCE TO REMAIN.
- 7 EXISTING 45' YELLOW PAINTED STRIPING TO REMAIN.
- 8 EXISTING SITE LIGHT TO REMAIN.
- 9 EXISTING FIRE HYDRANT TO REMAIN.
- 10 EXISTING BOLLARD TO REMAIN.
- 11 PROPOSED 45' WIDE WHITE PARKING STRIPE.
- 12 PROPOSED 45' YELLOW PAINTED STRIPING.
- 13 PROPOSED LANDSCAPE ISLAND WITH 6" CURB AND GUTTER. CONTRACTOR TO MATCH EXISTING GRASSES. LANDSCAPING TO INCLUDE SEEDING AND MULCHING OF THE AREA WITH NO ADDITIONAL PLANTINGS.
- 14 PROPOSED 2" CURB CHASE. CONTRACTOR TO MATCH EXISTING GRASSES (REF. DETAIL SHEET).
- 15 EXISTING FIRE HYDRANT TO REMAIN AND BE PROTECTED IN PLACE DURING CONSTRUCTION.
- 16 PROPOSED FIRE LINE STRIPING.
- 17 PROPOSED ASPHALT PATCHBACK



KEY MAP
APPX. 1" = 500'

LEGEND



BUILDING AREA (S.F.)	228,350
STANDARD STALLS	1,008
ADA STALLS	29
PICKUP STALLS	12
CART CORRALS	38
TOTAL PARKING WITH CART CORRALS	1,087
TOTAL PARKING STALLS WITHOUT CART CORRALS	1,049
PARKING RATIO WITH CART CORRALS	4.76 SPACES/1,000 S.F.
PARKING RATIO WITHOUT CART CORRALS	4.59 SPACES/1,000 S.F.
QTY REQUIRED RATIO	4.50 SPACES/1,000 S.F.

NOTE:
FINAL PARKING COUNTS ACCOUNT FOR PROPOSED FUEL STATION
(BY OTHERS) & INCLUDING ADDITIONAL PARKING AT REAR OF STORE
PARKING MODIFICATIONS.

SITE NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXISTING/SE, SLOPE PLANS, PAVEMENT, EXIST. FORDRKS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND ALL BUILDING UTILITY DETAILS.
- CONTRACTOR SHALL REFER TO THE DIMENSIONS OF EXISTING/SE, SLOPE PLANS FOR EXISTING/SE, SLOPE STRUCTURES WHEN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) AND SHALL BE LIMITED TO THE EXISTING/SE, SLOPE PLANS FOR EXISTING/SE, SLOPE STRUCTURES (AS REQUIRED). ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AGENCIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCURRED BY CONTRACTOR.
- THE SITE WORK FOR THIS PROJECT SHALL NOT EXCEED "THE SITE SPECIFIC SPECIFICATIONS". ALL EXISTING/SE, SLOPE PLANS SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE OR DAMAGE. PREVIOUS OR NEW OUPPERMENT ON SURROUNDING PAVEMENT SHALL BE REMOVED. SEE ARCHITECTURAL SPECIFICATION SECTION 6000 FOR ADDITIONAL INFORMATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING/SE, SLOPE WORKERED IN THESE DRAWINGS OR S/W/SM PLAN SET (SEPARATE PLAN SET). SEE PAVEMENT MARKING SPECIFICATIONS FOR FURTHER INFORMATION.
- NO SURVEY DATA IS AVAILABLE FOR THIS AREA. CONTRACTOR TO MAINTAIN EXISTING DRAINAGE PATTERNS AND FLOW LINE ELEVATIONS WITH EXISTING GRADES AND BACK OF PAVEMENT ELEVATIONS TO BE HIGHLY ACCURATE TO FLOW LINE.

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983. THE MONUMENTED SECTION LINE OF THE NORTHWEST CORNER OF SECTION 15 TO THE SOUTHWEST CORNER WHICH BEARS N 00°07'56" E AS SHOWN HEREON.

BENCHMARK

THE PROJECT BENCHMARK IS A SET MAG NAIL ON THE NORTH EAST SIDE OF THE SITE. THE PROJECT BENCHMARK ELEVATION = 4546.42' LOCATED AT N: 7309175.38, E: 1550183.34

VERTICAL DATUM

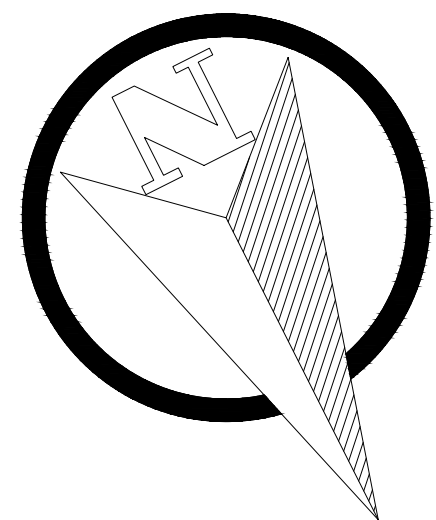
VERTICAL DATUM IS BASED UPON A GPS OBSERVATION USING AN OPUS SOLUTION TO DETERMINE THE ELEVATION OF THE PROJECT SITE AND IS BASED ON THE NAVD88 DATUM.

CAUTION - NOTICE TO CONTRACTOR

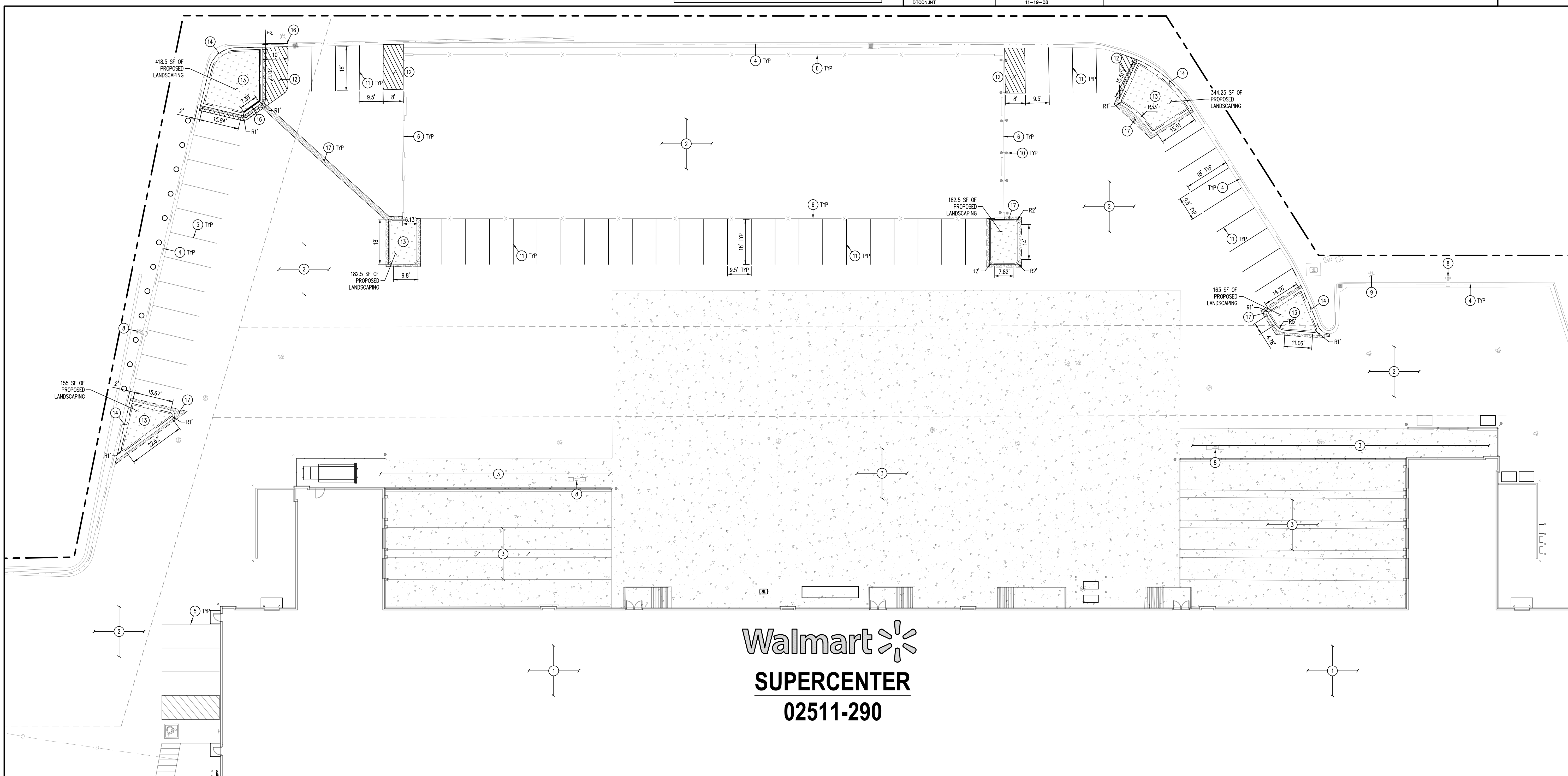
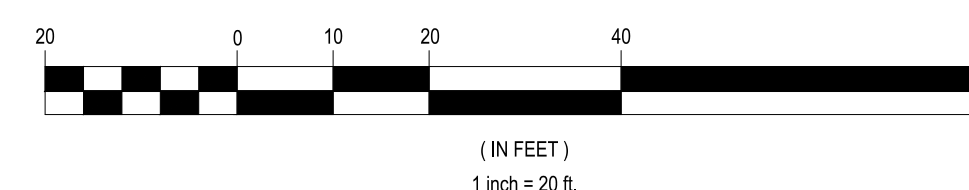
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-  Know what's below.
Call before you dig.



Know what's below.
Call before you dig.



GRAPHIC SCALE



SITE CONSTRUCTION PLAN
SCALE 1" = 20'

Walmart 
SUPERCENTER
02511-290

ISSUE BLOCK

[illegible]

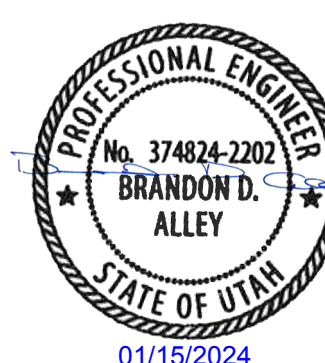
CHECKED BY: J

DRAWN BY: E

PROTO CYCLE:

DOCUMENT DATE: 04/10/00

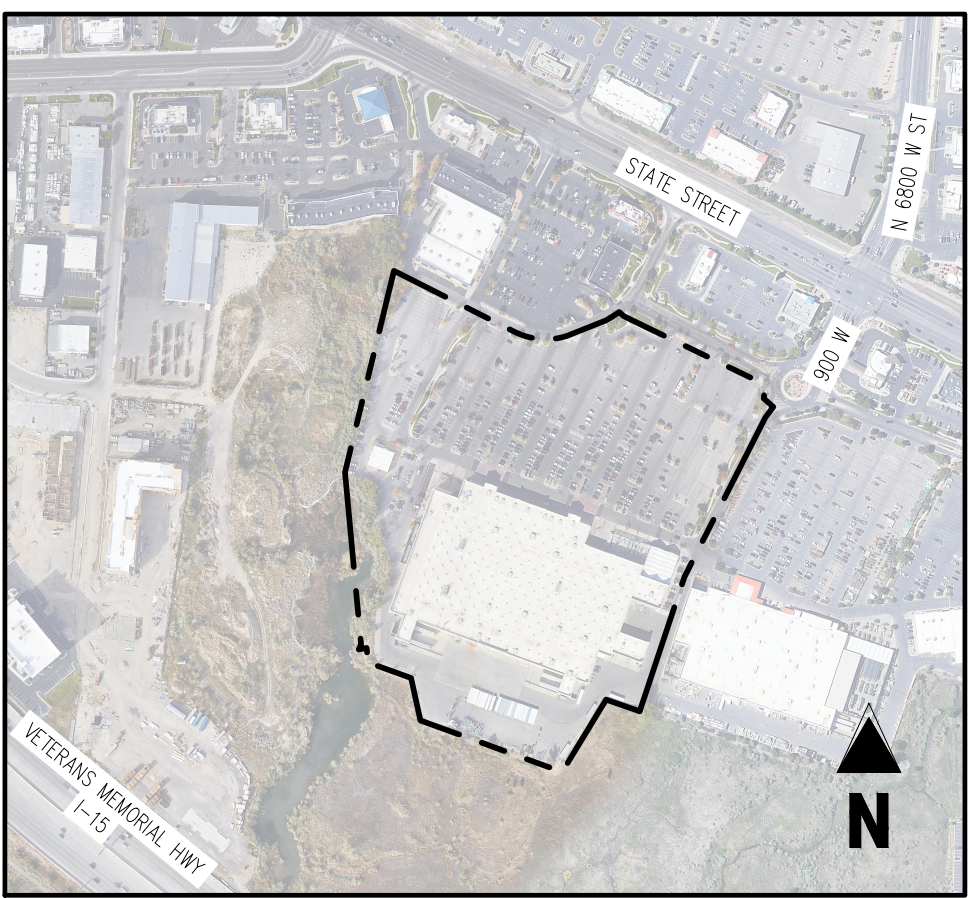
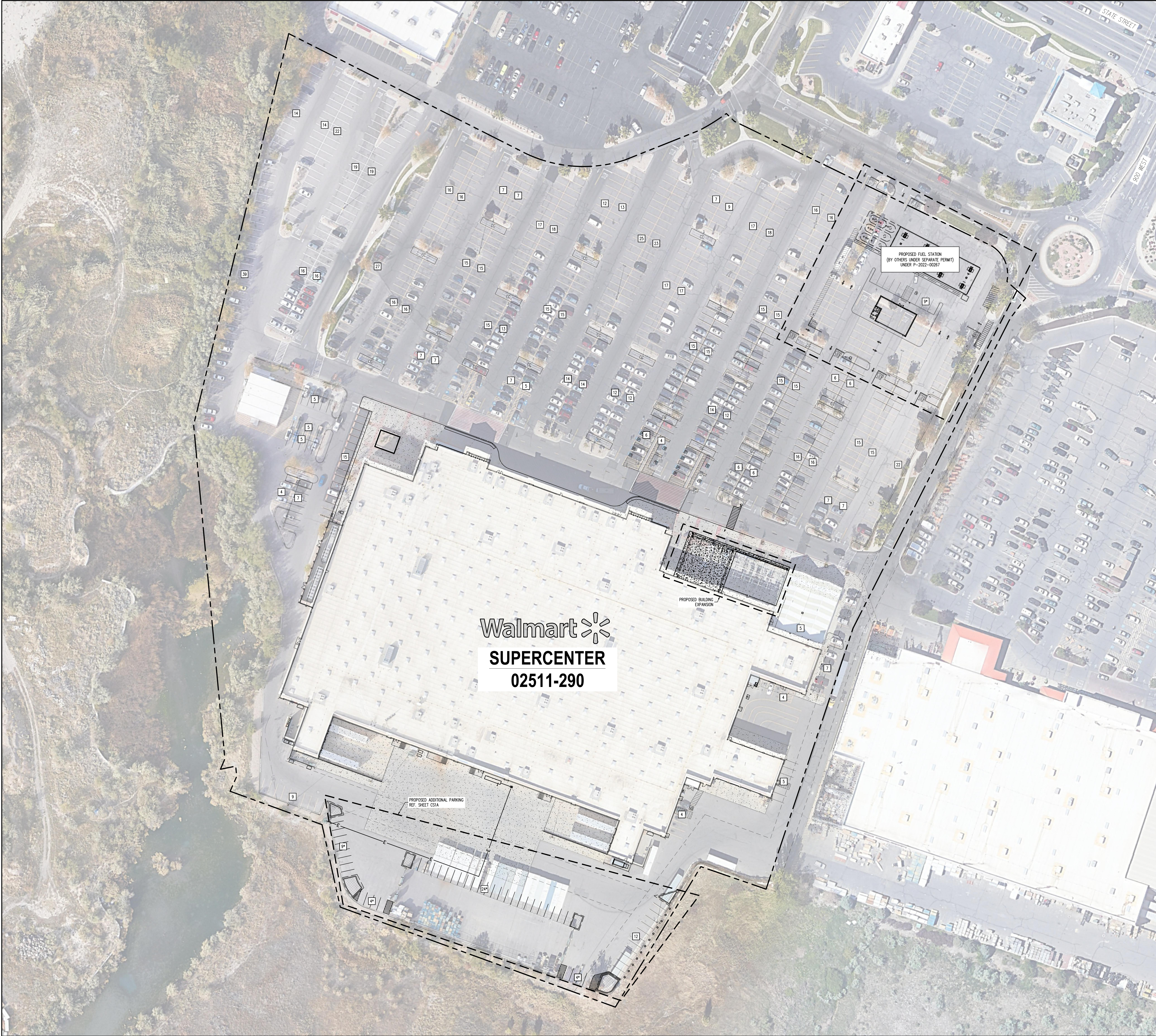
DOCUMENT DATE: 04/10/2011



DEMOLITION AND SITE PLAN

SHEET:

CS1A



KEY MAP
APPR. 1" = 500'

LEGEND

---	PROPERTY BOUNDARY
[X]	EXISTING PARKING STALL COUNT (EXCLUDES CART CORRALS)
[X]	PROPOSED PARKING STALL COUNT (EXCLUDES CART CORRALS)
[CS]	EXISTING CART CORRAL

EXISTING CONDITIONS	
BUILDING AREA (S.F.)	223,497
STANDARD STALLS	1,022
ADA STALLS	28
PICKUP STALLS	12
CART CORRALS	38
TOTAL PARKING WITH CART CORRALS	1,100
TOTAL PARKING STALLS WITHOUT CART CORRALS	1,062
PARKING RATIO WITH CART CORRALS	4.92 SPACES/1,000 S.F.
PARKING RATIO WITHOUT CART CORRALS	4.77 SPACES/1,000 S.F.
CITY REQUIRED RATIO	4.50 SPACES/1,000 S.F.

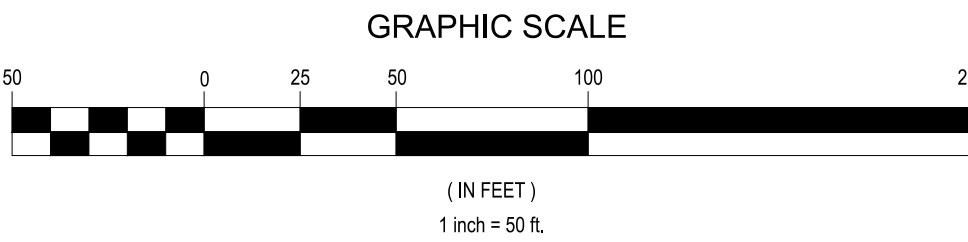
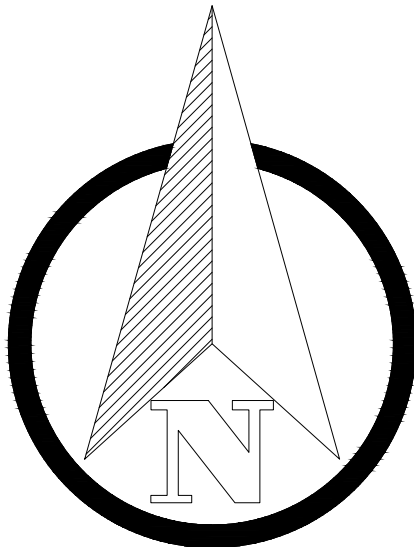
BUILDING EXPANSION	
BUILDING AREA (S.F.)	226,910
STANDARD STALLS	1,071
ADA STALLS	28
PICKUP STALLS	12
CART CORRALS	38
TOTAL PARKING WITH CART CORRALS	1,149
TOTAL PARKING STALLS WITHOUT CART CORRALS	1,111
PARKING RATIO WITH CART CORRALS	5.06 SPACES/1,000 S.F.
PARKING RATIO WITHOUT CART CORRALS	4.89 SPACES/1,000 S.F.
CITY REQUIRED RATIO	4.50 SPACES/1,000 S.F.

BUILDING AND FUEL EXPANSION	
BUILDING AREA (S.F.)	228,350
STANDARD STALLS	1,068
ADA STALLS	29
PICKUP STALLS	12
CART CORRALS	38
TOTAL PARKING WITH CART CORRALS	1,087
TOTAL PARKING STALLS WITHOUT CART CORRALS	1,049
PARKING RATIO WITH CART CORRALS	4.76 SPACES/1,000 S.F.
PARKING RATIO WITHOUT CART CORRALS	4.59 SPACES/1,000 S.F.
CITY REQUIRED RATIO	4.50 SPACES/1,000 S.F.

NOTE:
FINAL PARKING COUNTS ACCOUNT FOR PROPOSED FUEL STATION
(BY OTHERS) & INCLUDING ADDITIONAL PARKING AT REAR OF STORE
PARKING MODIFICATIONS.

CAUTION – NOTICE TO CONTRACTOR

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- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT AMERICAN FORK, UT. IT IS NOT TO BE REUSED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF GALLOWAY US. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF GALLOWAY US IS STRICTLY PROHIBITED.

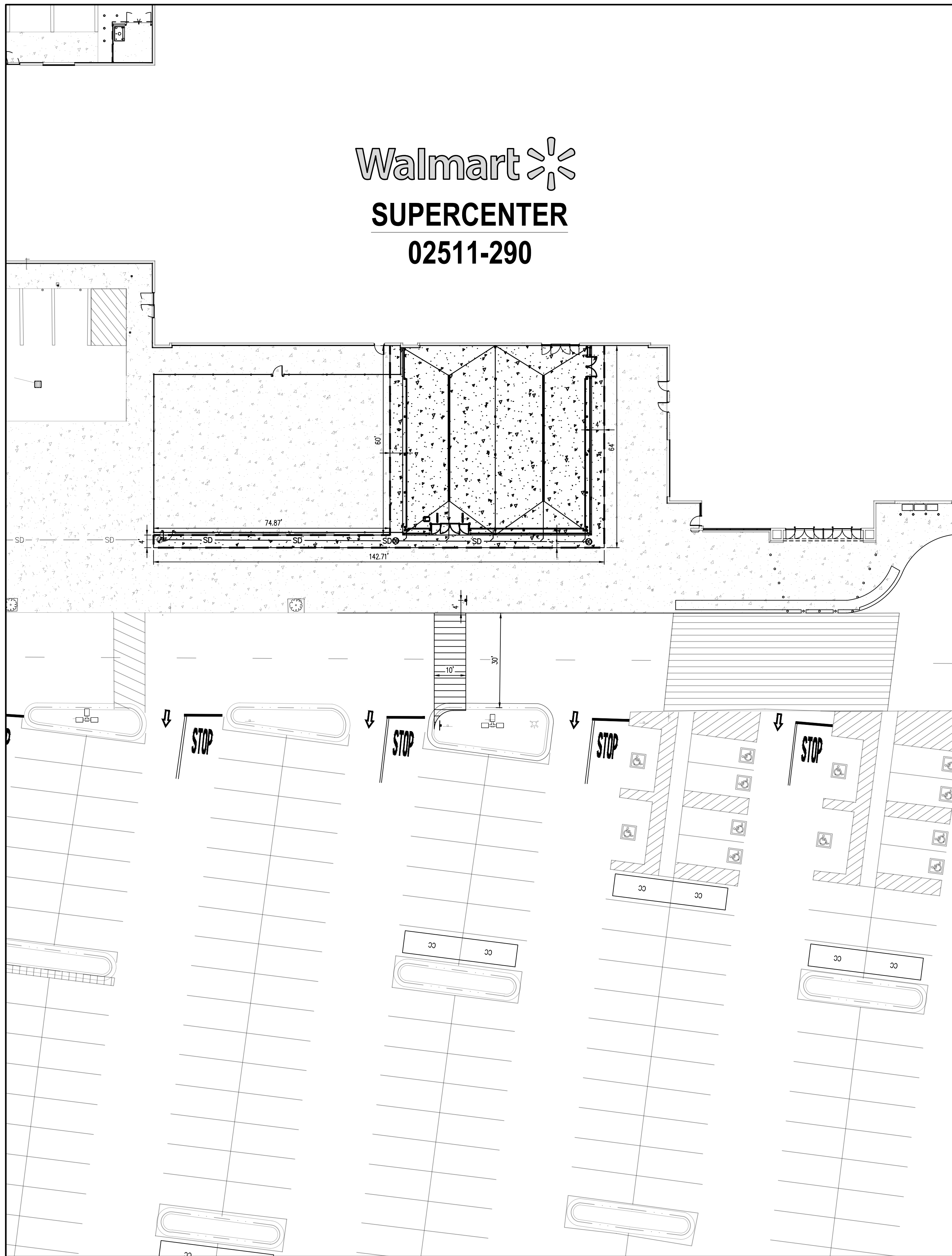
2023 MAJOR PROJECT

ISSUE BLOCK

CHECKED BY: JSE
DRAWN BY: EJC
PROTO CYCLE:
DOCUMENT DATE: 04/10/20



OVERALL
PARKING
PLAN



KEY MAP
APPX. 1" = 500'

LEGEND

- | | |
|---|---|
| | PROPERTY BOUNDARY |
|  | EXISTING BUILDING TO REMAIN |
|  | EXISTING CURB & GUTTER TO REMAIN |
|  | EXISTING ASPHALT PAVING TO REMAIN |
|  | EXISTING CONCRETE PAVING/SEWALK |
|  | PROPOSED CONCRETE PAVING/SEWALK |
|  | LIMITS OF SAWCUT |
|  | EXISTING STORM SEWER LINE TO REMAIN |
|  | PROPOSED STORM SEWER LINE |
|  | EXISTING WATER LINE TO REMAIN |
|  | EXISTING STORM SEWER CLEANOUT |
|  | PROPOSED STORM SEWER CLEANOUT |
|  | EXISTING STORM SEWER INLET |
|  | EXISTING ELECTRIC STRUCTURE |
|  | EXISTING SITE SIGN TO REMAIN |
|  | EXISTING ADA PAVEMENT MARKING TO REMAIN |
|  | EXISTING WATER STRUCTURE |

BASIS OF BEARING

ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983. THE MONUMENTED SECTION LINE OF THE NORTHWEST CORNER OF SECTION 15 TO THE SOUTHWEST CORNER WHICH BEARS N 00°07'56" E AS SHOWN HEREON.

BENCHMARK

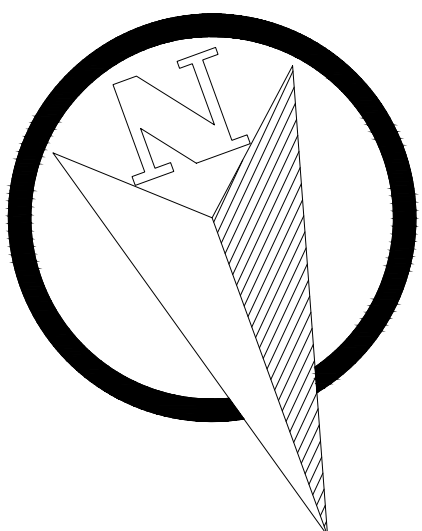
SET MAG NAIL ON THE NORTH EAST SIDE OF THE SITE. PROJECT BENCHMARK ELEVATION = 4546.05

VERTICAL DATUM

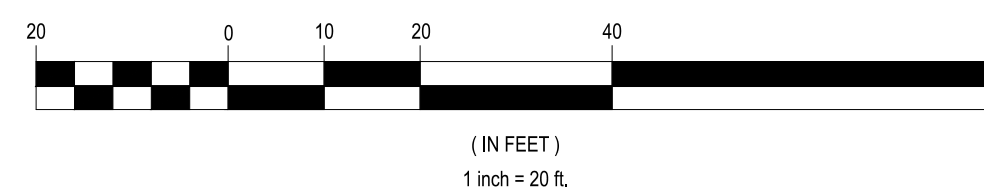
VERTICAL DATUM IS BASED UPON A GPS OBSERVATION USING AN OPUS SOLUTION TO DETERMINE THE ELEVATION OF THE PROJECT SITE AND IS BASED ON THE NAVD88 DATUM.

CAUTION – NOTICE TO CONTRACTOR

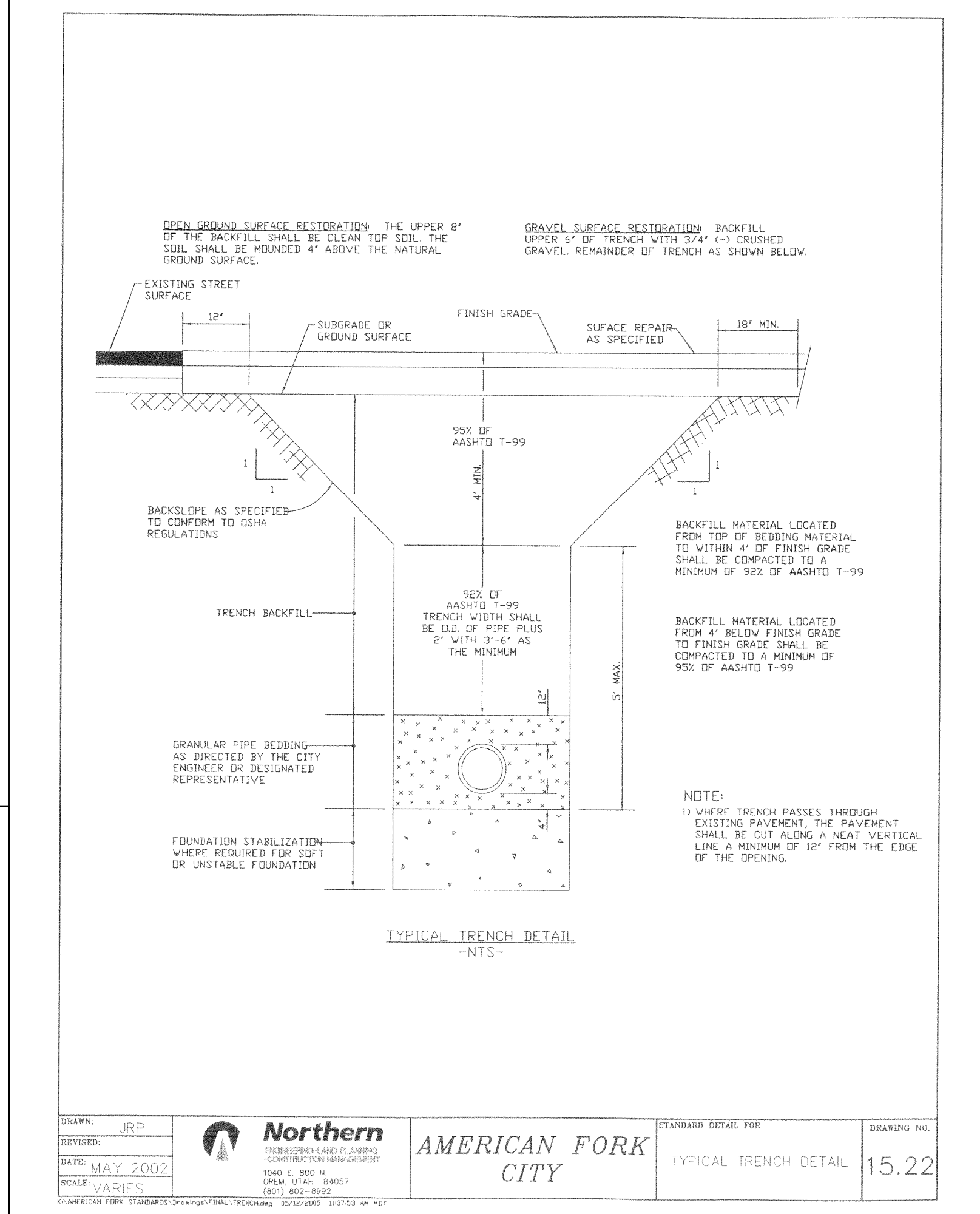
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- 811**
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GRAPHIC SCALE



SHEET:



PLANTING NOTES

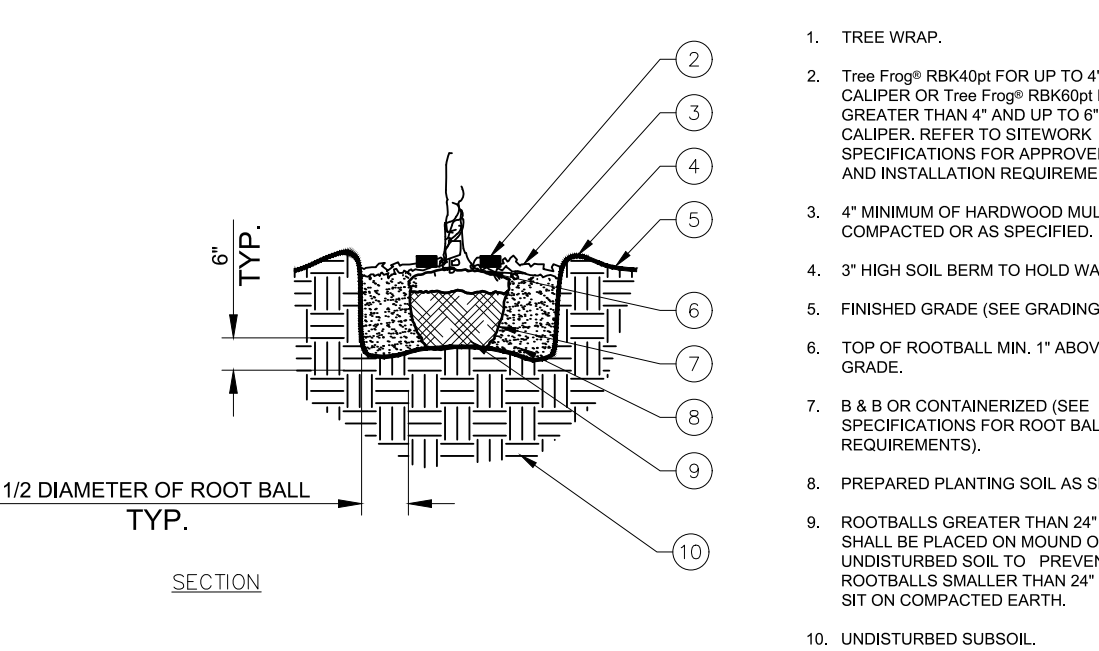
- GENERAL**
- ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
 - ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS FOR COMPLETE COVERAGE OF ALL PLANTING SHOWN. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE. NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR CITY CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS, HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
 - PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR (1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA; (2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD; (3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
 - THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
 - LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE CITY. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
 - ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEARED UP PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
 - FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN, SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
 - ALL LANDSCAPE NOTES SHALL BE COORDINATED WITH ALL APPLICABLE SPECIFICATION SECTIONS. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION. PICTURES OF ALL PLANT MATERIAL SHALL BE INCLUDED WITH SAMPLES OF OTHER LANDSCAPE MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
 - WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
 - ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS.
 - LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.

- FINISH GRADING AND SOIL PREPARATION**
- CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
 - ALL LANDSCAPE AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL, SEE 2800 SPECIFICATION.
 - AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, % ORGANIC MATTER CONTENT, SAL / (CEC), LINE, SOIL:WATER ABSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - AT A MINIMUM, PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL, INCLUDING SOD, APPLY A MINIMUM OF 4 CUBIC YARDS OF SOIL AMENDMENT PRODUCT PER 1,000 SQUARE FEET OF PERMEABLE AREA. THIS SOIL AMENDMENT PRODUCT MUST BE INCORPORATED OR ROTOTILLED TO A DEPTH OF 4-6 INCHES. THE SITE MUST BE RANED SMOOTH AND FINISH GRADES MUST BE ESTABLISHED. ROCKS AND DEBRIS OVER 1/2" IN DIAMETER THAT MAY INTERFERE WITH PLANTING AND MAINTENANCE OPERATIONS MUST BE REMOVED.

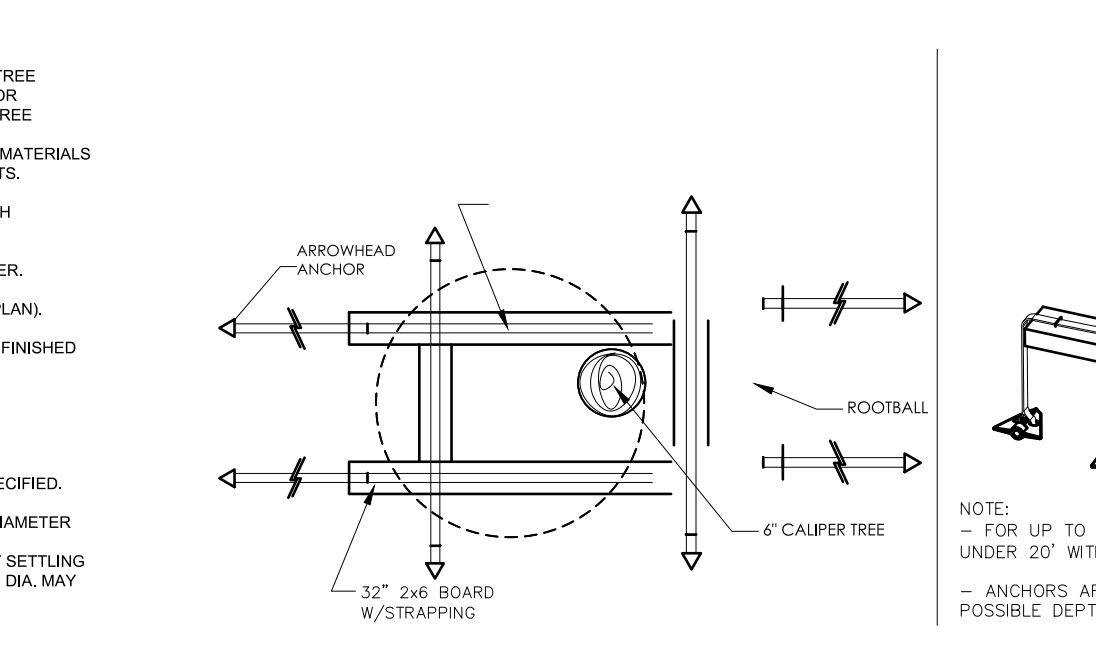
- PLANTING**
- REFER TO SPECIFICATIONS FOR INFORMATION NEEDED FOR IMPLEMENTATION OF PLANTING PLANS.
 - ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BUR LAPPED AS INDICATED IN THE PLANT LIST.
 - ALL DECIDUOUS TREES SHALL HAVE A STRAIGHT TRUNK WITH FULL, WELL-SHAPED HEADS/ALL EVERGREENS SHALL HAVE A STRAIGHT TRUNK UNSHEARED AND FULL TO THE GROUND; UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 - ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE AND SHALL BE HEALTHY, VIGOROUS, AND A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
 - ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
 - ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK".

- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING PER SPECIFICATIONS TO MAINTAIN HEALTHY PLANT CONDITIONS.
- ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
- NO PLANT MATERIAL SHALL BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
- ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALLS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: BLACK.
- THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
- A 3-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.
- THIS PLAN IS TO BE IMPLEMENTED COOPERATIVELY WITH SWPPP PLAN, AS NEEDED, TO MAXIMIZE THE EFFECTIVENESS OF THE SWPPP PLAN FOR THIS SITE.
- THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SOODING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
- THIS PLAN DOES NOT PRESENT ANY TEMPORARY STABILIZATION REQUIRED AS PART OF SWPPP PLAN.
- ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE DURING AND AFTER INSTALLATION. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, I.E. MULCH, EDGER, LANDSCAPE FABRIC, ETC.
- FREE WRAP ON ALL TREES IN PARKING LOT FOR 1ST 3 YEARS. TREE WRAP REMOVED IN SPRING (MAY 21ST).

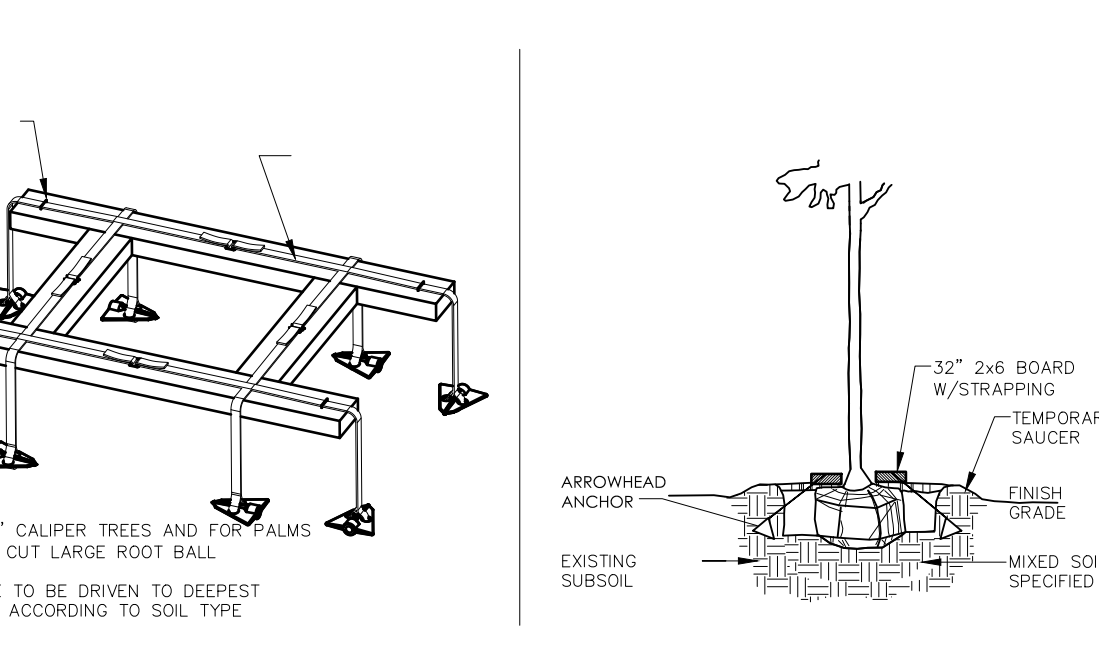
- MULCHING**
- AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF SHREDDED HARDWOOD MULCH AROUND ALL PLANT MATERIAL IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS. WOOD MULCH RINGS SHALL BE EQUAL TO THE DIAMETER OF THE CONTAINER OR EQUAL TO THE SPREAD OF THE PLANT, WHICHEVER IS GREATER. TREE WOOD MULCH RING SIZE SHALL BE INDUSTRY STANDARD WIDTH.



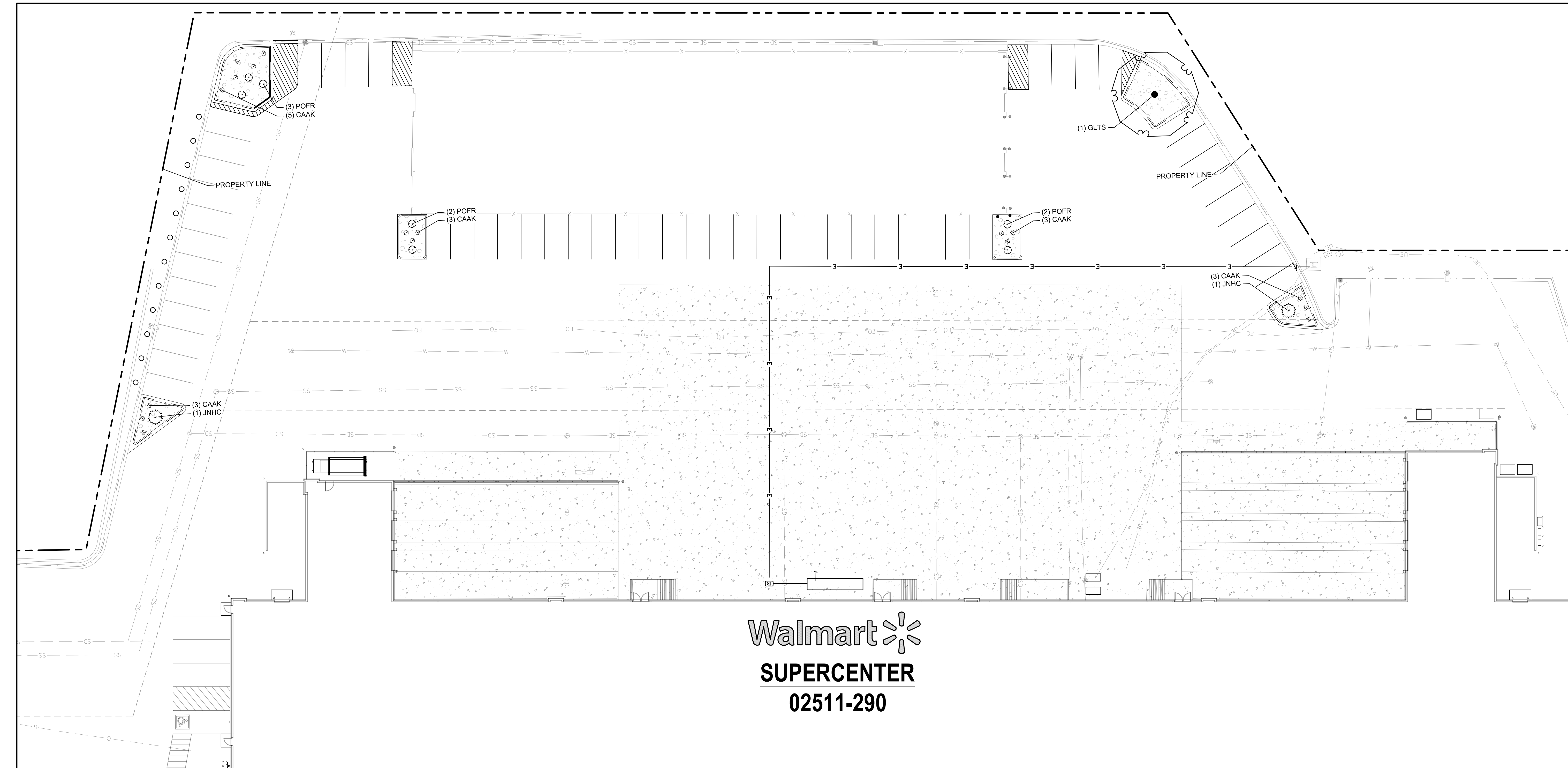
1 TREE PLANTING DETAIL (14" OR GREATER)
SCALE: NOT TO SCALE



2 "TREE FROG" TREE STAKING
SCALE: NOT TO SCALE



3 SHRUB/GROUND COVER PLANTING
SCALE: NOT TO SCALE



SITE LANDSCAPE PLAN
SCALE: 1" = 20'

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	CAL / SIZE	HT. X SPD.	WATER USE
	GLTS	1	SHADEMASTER HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	B&B	2" CAL	50 X35'	LOW
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HT. X SPD.	WATER USE	
	POFR	7	DAKOTA SUNSPOT POTENTILLA	POTENTILLA FRUTICOSA 'FARGO' TM	#5 CONT.	3" X3"	LOW	
	JNHC	2	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	#5 CONT.	10" X6"	VERY LOW	
	CAAK	17	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	5" X2"	LOW	
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	TYPE			
	RMULCH	1,445 SF	MATCH EX. ROCK MULCH	MATCH EX. ROCK MULCH	MULCH			

- TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
- WHEN USED IN MASSES: PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
- 4" MINIMUM OF HARDWOOD MULCH COMPACTED OR AS SPECIFIED.
- EXCAVATE ENTIRE BED SPECIFIED FOR GROUND COVER BED.
- 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
- PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
- SCARIFY ROOTBALL SIDES AND BOTTOM.

LANDSCAPE REQUIREMENTS

CODE SECTION	CATEGORY	FORMULA	CALCULATION	REQUIRED	PROVIDED
17.5.121 C	PARKING LOT LANDSCAPING	1 TREE PER 2,500 SF OF NEW LANDSCAPE AREA	1,445 SF / 2,500 SF	1 TREES	1 TREES
17.5.121 C	PARKING LOT LANDSCAPING	1 #5 SHRUB PER 300 SF OF NEW LANDSCAPE AREA	1,445 SF / 300 SF	5 SHRUBS	9 SHRUBS

LANDSCAPE GUARANTEE AND MAINTENANCE

- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNERS ACCEPTANCE. THE CONTRACTOR SHALL REPLACE AT HIS OWN EXPENSE ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
- DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

IRRIGATION NOTE

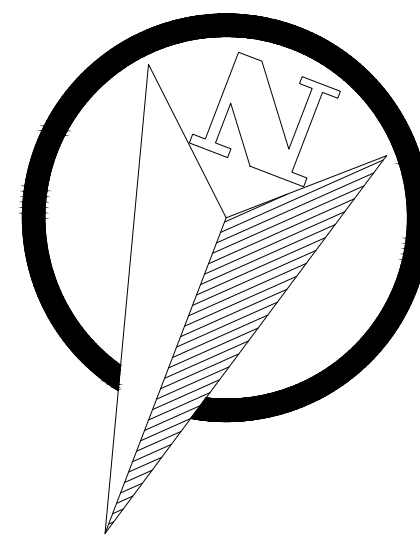
- CONTRACTOR TO ENSURE IRRIGATION SYSTEM IS IN PLACE AND OPERATIONAL PRIOR TO INSTALLATION.
- CONTRACTOR TO RETROFIT AND EXTEND THE EXISTING IRRIGATION SYSTEM TO NEWLY ADDED PLANT MATERIAL SHOWN ON THE LANDSCAPE PLAN.
- ALL IRRIGATION EQUIPMENT AND COMPONENTS USED, SHALL MATCH THE EXISTING IRRIGATION SYSTEM.
- CONTRACTOR TO ENSURE THE RETROFITTED IRRIGATION SYSTEM IS OPERATIONAL UPON COMPLETION.
- CONTACT THE LANDSCAPE ARCHITECT WITH ANY QUESTIONS REGARDING THIS RETROFIT.

UTILITY NOTES

- THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
- THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
- THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTOR'S ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERENCING THE ABOVE MENTIONED DOCUMENTS.

CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH PONDING OR ALTERNATIVE METHOD, REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



GRAPHIC SCALE

SHEET:

LANDSCAPE PLAN

L1.1

UNAPPROVED MINUTES

02.07.2024

ACTION ITEMS

- a. **Review and recommendation on an application for a Commercial Site Plan, known as Walmart Garden Center & Parking Lot Modification, located at 949 W Grassland Dr., American Fork City, UT 84003. The Commercial Site Plan will be on approximately 21.91 acres and will be in the Planned Shopping Center (SC-1) Zone.**

Travis Van Ekelenburg reviewed the background information for Action Item letter a: The applicant has applied for a Commercial Site Plan to enclose the existing garden area at the existing Walmart Shopping Center. The project looks to enclose the outdoor garden at the front of the store, that is approximately 10,000 square feet. The project additionally is adding parking to the rear of the property so that the site can meet off-street parking requirements for the added square footage.

Travis Van Ekelenburg: Do you have any questions of staff regarding this site?

Rodney Martin: No, I wondered what they were going to do with that since they started storing things there.

Chairwomen Anderson: Is the applicant here?

Sid Biddle: I'm the engineer on record with Galloway.

Chairwomen Anderson: Okay, you're welcome to step forward and state your name and just give us an overview.

Sid Biddle: Sid Biddle with Galloway, Again, as described we're working to, or hoping to adjust the frontage of the store to include, I think the actual square footage of the left-hand area which is the enclosed dark square if you look at the circled area,

Harold Dudley: It's smaller.

Sid Biddle: Yeah, it's about like 4000 square feet and then they're gonna do like an open chain link or it's not chain link, I apologize. It's more of like a wrought iron fence is typically what you'd see. I think there was previously a garden center, and this would be very similar to the previous center that was removed. A previous proposal for the augmented to some improvements that are looking to be pushed to a future project and we're gonna make some adjustments to it and it's coming down the road. So, they're working on that separately. So, this is just for the garden center part, and then modify and amend to get the parking in check.

UNAPPROVED MINUTES

02.07.2024

Chairwomen Anderson: So only the dark area will be enclosed, and the lighter area will be like a fenced area?

Sid Biddle: Like an open space area, it will typically have some shade cloth in place. The building permit will cover that, once it's submitted, but we have to do this first to get to that point.

Chairwomen Anderson: Okay, great.

Jenny Peay: I have a question for you as well. Is it going to be flush with the facade of the building, or is it going to jot out?

Sid Biddle: I'm sorry?

Jenny Peay: Is it going to be the same frontage?

Travis Van Ekelburg: It is the same, yes.

Sid Biddle: Yeah, you see that white boxed area? It pretty much matches that front. I think it's an additional like three or four feet. But it's within the existing sidewalk frontage that's along the store.

Jenny Peay: I was just making sure it doesn't bump out.

Sid Biddle: No, it's not bumping out into what I would consider the building frontage road, it's within the existing sidewalk area that is currently there.

Jenny Peay: Is it going to be the same height as the existing building?

Sid Biddle: As far as I know, I'm not the architect on record so I can't speak to that.

Travis Van Ekelburg: It is.

Sid Biddle: In terms of the actual enclosed area that is 4000 to 5000 feet, I think the left side is actually smaller than the actual building block height.

Travis Van Ekelburg: It's shorter. And that added square footage is why the parking was so close because the site is maxed out for parking, so they had to be creative, but they were great to work with.

Bruce Frandsen: One question, the parking that's in the back, and I have only driven through there a few times. But whenever I do, it seems like there are semis back there unloading. How does that parking in the back, or will it impact this situation?

Travis Van Ekelburg: I can answer that. They took a look at that, and it ended up being able to meet the requirement with the trucks loading and everything back there. And then the fire department is satisfied with the design as well for their apparatuses.

UNAPPROVED MINUTES

02.07.2024

Chairwomen Anderson: Alright, if we don't have any further discussion, we can entertain a motion.

Rodney Martin moved to recommend approval for the proposed Commercial Site Plan, located at 949 W Grassland Dr., American Fork City, UT 84003, in the Planned Shopping Center (SC-1) zone, subject to any conditions found in the staff report.

David Bird seconded the motion.

Voting was as follows:

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

The motion passed

Other Business

Travis informed the commissioners there is a new public works director that will start in the next couple of weeks.

Adjournment

Jenny Peay motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Meeting adjourned at 6:21 PM



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Community Services **Director Approval** Derric Rykert

AGENDA ITEM Review and action on a update of the Municipal Code Chapter 12.16 dealing with Park Strips and Trees.

AGENDA ITEM Review and action on updates to the Municipal Code section 12.16.

SUMMARY RECOMMENDATION Staff recommends approval.

BACKGROUND Under the direction of Ben Ash, the American Fork City Urban Forester we have begun updating and implementing an active Urban Forestry program. There are a few updates and changes we would like to make in the code to clarify and clean it up to match what we are doing and what needs to be done going forward to maintain a healthy urban forest. There will be more updates and better information coming later in the full Code update the city will be doing but this will get some immediate needs taken care of. Changes are highlighted in the attached document.

BUDGET IMPACT No anticipated impact from this process, all budget impacts are currently budgeted in operating budget.

SUGGESTED MOTION Move to approve the updates to Municipal Code is section 12.16.

SUPPORTING DOCUMENTS

American Fork - Modified MUNICIPAL CODE Feb. 24 (DOCX)
Park Strips and Trees ordinance (DOCX)

EXISTING MUNICIPAL CODE: CHAPTER 12.16 PARK STRIP AND TREES

Sec 12.16.010 Definitions

Sec 12.16.020 Park Strip Landscape And Maintenance

Sec 12.16.030 Creation And Establishment Of The City Tree Advisory Board

Sec 12.16.040 Tree Planting, Maintenance, Protection, And Removal

Sec 12.16.050 Hazard Trees

Sec 12.16.060 Nuisance Trees

Sec 12.16.070 Trimming Of Trees, Plants, And Bushes Required

Sec 12.16.080 Trimming Of Trees - Third Party

Sec 12.16.090 Heritage Trees

Sec 12.16.100 Enforcement

Sec 12.16.010 Definitions

For the purposes of this section, the following words shall have the following meanings:

1. Heritage tree. A tree characterized by one or more of the following: having historical significance, being part of a historical site, or being of a rare or unusual species. The tree advisory board may advise the city forester in determining whether a tree should be designated as a heritage tree.
2. Hazard tree. A tree which has been deemed by the city forester as having the potential to cause physical damage or harm to human life, existing structures or improvements, or utilities; including (but not limited to) any tree that is host to a communicable disease or destructive disease or other pestilence, a tree whose roots cause the surface of a public street, curb, gutter, or sidewalk to be up-heaved or otherwise disturbed, or any tree whose condition or location constitutes a danger to the health, safety, or well-being of the public.
3. Park strip. The landscape area within a public way located between the back of street curb and the sidewalk, or in the absence of a sidewalk, the right-of-way line.
4. Protective measures. Any steps taken to safeguard the appearance, health, condition, or continued viability of a protected tree. Typical examples are: physical structures limiting access to a protected tree, pruning to allow access to a site, supplemental watering or fertilization, washing of canopy to remove dust or other residues, berms or grading to prevent erosion or silting in a protected root zone, signage indicating protected status of trees, or other methods deemed necessary at the time of authorization.
5. Public property. Any right-of-way, park, street, sidewalk, easement, or other ground owned by American Fork City.
6. Public tree. Any tree located on public property within American Fork City.
7. Street tree. Any tree planted within any right-of-way or easement adjacent to a public roadway.

8. Tree topping. The severe cutting back within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.
9. Tree maintenance. Measures performed to promote the desirable growth and health of a tree, such as (but not limited to) watering, fertilization, mulching, weeding, pest management, pruning, and physical protection.

(Ord. No. 2007-11-63, 11-27-2007)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.020 Park Strip Landscape And Maintenance

1. All park strips shall be landscaped by the abutting property owner, in conformance with the provisions of this code.
2. All park strip landscaping shall be maintained in a safe and well-kept condition by the abutting property owner. Trash, debris, and noxious weeds shall not be allowed to collect or grown in these areas.
3. Tree(s) shall be located, as measured by the center of the tree trunk, not less than:
 - a) Thirty feet (30') back of beginning of curb returns at any street intersection.
 - b) Twenty feet (20') from lamp standards and power poles.
 - c) Ten feet (10') from fire hydrants.
 - d) Five feet (5') from service walks and driveways.
 - e) Five feet (5') from water meters.
 - f) Four feet (4') from any hardscape material (eight-foot (8') park strip necessary for tree planting).

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.030 Creation And Establishment Of The City Tree Advisory Board

1. The beautification and shade tree committee, as established by Resolution 95-04-15R, shall be the tree advisory board for American Fork City. This committee shall act in an advisory capacity to the city forester and shall focus its activities on those purposes specified in its charter.
2. The city administrator shall designate an employee to act as the city forester.

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.040 Tree Planting, Maintenance, Protection, And Removal

1. The city of American Fork shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, public grounds, public utilities or elsewhere, as may be necessary to insure public safety.
2. ~~When locating trees~~ **Trees shall not be planted** beneath power lines, trees should be placed far enough from the power lines that branching will not reach power lines at maturity.
3. Debris resulting from tree maintenance or removal shall be removed from any street, sidewalk, right-of-way, or other public area by sunset of the same day, unless specifically authorized to do otherwise by the city forester.
4. No person shall willfully injure or destroy any public tree, including (but not limited to) piling or storing building materials or equipment on or near a public tree so as to cause injury, posting signs on public trees, pouring injurious matter on or around public trees including that which would shut off air, water, and light to public trees, or otherwise permitting animals to damage public trees.
5. **Street and private trees shall be pruned for eight feet (8') of clearance over sidewalks and fourteen feet (14') of clearance over streets.** Public **and private** trees ~~may not overhang (lower than eight feet) or encroach upon sidewalks, streets, or public right-of-ways, nor shall they~~ **shall not** obstruct the view of traffic signs or street intersections. Public trees under which pedestrians may walk shall be ~~trimmed~~ **pruned** clear of all branches **one inch (1") in diameter or bigger from the trunk** between the ground and a height of eight feet.
6. The city may establish a fund to remove trees that are in conflict with sidewalks or power lines and may at the discretion of the city replace them with trees compatible to the situation. The city may cooperate with utility companies and others to mitigate such conflicts. This program shall be administered by the city forester.

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.050 Hazard Trees

1. It shall be unlawful to keep or maintain a tree which causes physical damage or harm to human life, existing structures, existing infrastructure (including street, curb, gutter, and sidewalk) or utilities. The city forester shall determine if the tree presents a danger or hazard. Where a hazard tree exists upon private property, the owner, landlord, tenant, or other person in control of the property on which such hazard exists, shall be deemed to be the cause thereof, and shall be liable therefore.
2. The city may serve notice in writing upon the owner of property upon which a hazard tree is found, or other person who may be the cause thereof, and require the person or owner to abate the hazard tree within fifteen calendar days.

3. If an owner or responsible party refuses to abate a hazard tree after written notice and the time specified therein, the city may abate or procure the abatement of the tree at the expense of the person or entity failing to remove the tree.

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.060 Nuisance Trees

All dead trees, and all trees that have been or may be partially uprooted or blown over so as to be in danger of falling, or by reason thereof have become unsightly, or which in any manner obstruct the street or sidewalk, within this city, are declared to be a nuisance and the owner of the premises in front of which such trees are situated is required to remove the same, and any person who fails or refuses to move such trees within ten (10) days after notified so to do by the code enforcement officer, or by some other person authorized to do so, is guilty of a class C misdemeanor, and the city is then authorized to take whatever remedial action is necessary.

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.070 Trimming Of Trees, Plants, And Bushes Required

Every person who is the owner, or is the agent having the care of any premises situated within the city and abutting any public street or highway, is required, and it is made his/her duty, to trim and keep trimmed all trees, plants, and bushes growing on the premises and in front thereof, where branches overhang any portion of such street or highway, or are overhanging any part of the pavement or sidewalk. Such trees, plants, or bushes shall be ~~trimmed and kept trimmed~~ **maintained** so that the lowest branches overhanging the pavement, sidewalk, or street shall be at least eight feet (8') above the level of the pavement, ~~or sidewalk or street.~~ **and at least fourteen feet (14') above the level of the street.**

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.080 Trimming Of Trees - Third Party

A utility company, or its agents, shall have the authority to trim trees within city owned park strips, in accordance with all applicable utility restrictions and ordinance and easement restrictions, upon and hanging over right-of-way so as to prevent the branches of such trees from coming in contact with its wireless communication system.

(Ord. No. 08-02-12, 2-12-2008)

HISTORY

Repealed & Replaced by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.090 Heritage Trees

1. Private property owners may recommend or nominate heritage trees on their personal property on a voluntary basis. The tree advisory board shall inventory such trees and make its recommendation to the city forester as to whether such tree should be classified as a heritage tree. In no case shall the city nominate and inventory a heritage tree on private property without voluntary consent of the owner of the tree. The designation of a tree as a heritage tree that is owned by private landowner shall only apply to the landowner who consents to such designation.
2. The tree advisory board may recommend and nominate public trees as heritage trees to the city forester.
3. Those trees that have been classified as heritage trees by the city forester are protected. As such, heritage trees may not be removed or damaged without the authorization of the city forester.

HISTORY

Adopted by Ord. [2022-03-16](#) on 3/29/2022

Sec 12.16.100 Enforcement

1. Criminal. Any person found in willful violation of any provision of this chapter shall be guilty of a class C misdemeanor.
2. The city may pursue both criminal and civil actions against any person or entity that violates this chapter.
3. Each tree on which a violation occurs shall constitute a separate offense.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12.16 OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO PARK STRIPS AND TREES, AND PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENT.

WHEREAS, the existing Chapter 12.16 regulates the use and maintenance of park strips and trees;

WHEREAS, City Council desires to repeal the current regulations governing the use and maintenance of park strips and trees and amend current regulations;

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

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

PART I

TEXT OF ORDINANCE

SECTION 1. Chapter 12.16 of the American Fork City Code is hereby amended to read:

Sec 12.16.010 Definitions

For the purposes of this section, the following words shall have the following meanings:

1. Heritage tree. A tree characterized by one or more of the following: having historical significance, being part of a historical site, or being of a rare or unusual species. The tree advisory board may advise the city forester in determining whether a tree should be designated as a heritage tree.
2. Hazard tree. A tree which has been deemed by the city forester as having the potential to cause physical damage or harm to human life, existing structures or improvements, or utilities; including (but not limited to) any tree that is host to a communicable disease or destructive disease or other pestilence, a tree whose roots cause the surface of a public street, curb, gutter, or sidewalk to be upheaved or otherwise disturbed, or any tree whose condition or location constitutes a danger to the health, safety, or well-being of the public.
3. Park strip. The landscape area within a public way located between the back of street curb and the sidewalk, or in the absence of a sidewalk, the right-of-way line.
4. Protective measures. Any steps taken to safeguard the appearance, health, condition, or continued viability of a protected tree. Typical examples are: physical structures limiting access to a protected tree, pruning to allow access to a site, supplemental watering or fertilization, washing of canopy to remove dust or other residues, berms or grading to prevent erosion or silting in a protected root zone, signage indicating protected status of trees, or other methods deemed necessary at the time of authorization.

5. Public property. Any right-of-way, park, street, sidewalk, easement, or other ground owned by American Fork City.
6. Public tree. Any tree located on public property within American Fork City.
7. Street tree. Any tree planted within any right-of-way or easement adjacent to a public roadway.
8. Tree topping. The severe cutting back within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.
9. Tree maintenance. Measures performed to promote the desirable growth and health of a tree, such as (but not limited to) watering, fertilization, mulching, weeding, pest management, pruning, and physical protection.

Sec 12.16.020 Park Strip Landscape And Maintenance

1. All park strips shall be landscaped by the abutting property owner, in conformance with the provisions of this code.
2. All park strip landscaping shall be maintained in a safe and well-kept condition by the abutting property owner. Trash, debris, and noxious weeds shall not be allowed to collect or grown in these areas.
3. Tree(s) shall be located, as measured by the center of the tree trunk, not less than:
 - a) Thirty feet (30') back of beginning of curb returns at any street intersection.
 - b) Twenty feet (20') from lamp standards and power poles.
 - c) Ten feet (10') from fire hydrants.
 - d) Five feet (5') from service walks and driveways.
 - e) Five feet (5') from water meters.
 - f) Four feet (4') from any hardscape material (eight-foot (8') park strip necessary for tree planting).

Sec 12.16.030 Creation And Establishment Of The City Tree Advisory Board

1. The beautification and shade tree committee, as established by Resolution 95-04-15R, shall be the tree advisory board for American Fork City. This committee shall act in an advisory capacity to the city forester and shall focus its activities on those purposes specified in its charter.
2. The city administrator shall designate an employee to act as the city forester.

Sec 12.16.040 Tree Planting, Maintenance, Protection, And Removal

1. The city of American Fork shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, public grounds, public utilities or elsewhere, as may be necessary to insure public safety.
2. ~~When locating trees~~ Trees shall not be planted beneath power lines, trees should be placed far enough from the power lines that branching will not reach power lines at maturity.
3. Debris resulting from tree maintenance or removal shall be removed from any street, sidewalk, right-of-way, or other public area by sunset of the same day, unless specifically authorized to do otherwise by the city forester.
4. No person shall willfully injure or destroy any public tree, including (but not limited to) piling or storing building materials or equipment on or near a public tree so as to cause injury, posting signs on public trees, pouring injurious matter on or around public trees including that which would shut off air, water, and light to public trees, or otherwise permitting animals to damage public trees.

5. ~~Street and private trees shall be pruned for eight feet (8') of clearance over sidewalks and fourteen feet (14') of clearance over streets. Public and private trees may not overhang (lower than eight feet) or encroach upon sidewalks, streets, or public right-of-ways, nor shall they~~ **shall not** obstruct the view of traffic signs or street intersections. Public trees under which pedestrians may walk shall be ~~trimmed~~ **pruned** clear of all branches **one inch (1") in diameter or bigger from the trunk** between the ground and a height of eight feet.
6. The city may establish a fund to remove trees that are in conflict with sidewalks or power lines and may at the discretion of the city replace them with trees compatible to the situation. The city may cooperate with utility companies and others to mitigate such conflicts. This program shall be administered by the city forester.

Sec 12.16.050 Hazard Trees

1. It shall be unlawful to keep or maintain a tree which causes physical damage or harm to human life, existing structures, existing infrastructure (including street, curb, gutter, and sidewalk) or utilities. The city forester shall determine if the tree presents a danger or hazard. Where a hazard tree exists upon private property, the owner, landlord, tenant, or other person in control of the property on which such hazard exists, shall be deemed to be the cause thereof, and shall be liable therefore.
2. The city may serve notice in writing upon the owner of property upon which a hazard tree is found, or other person who may be the cause thereof, and require the person or owner to abate the hazard tree within fifteen calendar days.
3. If an owner or responsible party refuses to abate a hazard tree after written notice and the time specified therein, the city may abate or procure the abatement of the tree at the expense of the person or entity failing to remove the tree.

Sec 12.16.060 Nuisance Trees

All dead trees, and all trees that have been or may be partially uprooted or blown over so as to be in danger of falling, or by reason thereof have become unsightly, or which in any manner obstruct the street or sidewalk, within this city, are declared to be a nuisance and the owner of the premises in front of which such trees are situated is required to remove the same, and any person who fails or refuses to move such trees within ten (10) days after notified so to do by the code enforcement officer, or by some other person authorized to do so, is guilty of a class C misdemeanor, and the city is then authorized to take whatever remedial action is necessary.

Sec 12.16.070 Trimming Of Trees, Plants, And Bushes Required

Every person who is the owner, or is the agent having the care of any premises situated within the city and abutting any public street or highway, is required, and it is made his/her duty, to trim and keep trimmed all trees, plants, and bushes growing on the premises and in front thereof, where branches overhang any portion of such street or highway, or are overhanging any part of the pavement or sidewalk. Such trees, plants, or bushes shall be ~~trimmed and kept trimmed~~ **maintained** so that the lowest branches overhanging the pavement, sidewalk, or street shall be at least eight feet (8') above the level of the pavement, ~~or sidewalk or street.~~ **and at least fourteen feet (14') above the level of the street.**

Sec 12.16.080 Trimming Of Trees - Third Party

A utility company, or its agents, shall have the authority to trim trees within city owned park strips, in accordance with all applicable utility restrictions and ordinance and easement restrictions, upon and

hanging over right-of-way so as to prevent the branches of such trees from coming in contact with its wireless communication system.

Sec 12.16.090 Heritage Trees

1. Private property owners may recommend or nominate heritage trees on their personal property on a voluntary basis. The tree advisory board shall inventory such trees and make its recommendation to the city forester as to whether such tree should be classified as a heritage tree. In no case shall the city nominate and inventory a heritage tree on private property without voluntary consent of the owner of the tree. The designation of a tree as a heritage tree that is owned by private landowner shall only apply to the landowner who consents to such designation.
2. The tree advisory board may recommend and nominate public trees as heritage trees to the city forester.
3. Those trees that have been classified as heritage trees by the city forester are protected. As such, heritage trees may not be removed or damaged without the authorization of the city forester.

Sec 12.16.100 Enforcement

1. Criminal. Any person found in willful violation of any provision of this chapter shall be guilty of a class C misdemeanor.
2. The city may pursue both criminal and civil actions against any person or entity that violates this chapter.
3. Each tree on which a violation occurs shall constitute a separate offense.

PART II

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

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

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

PASSED, by the American Fork City Council this 27th day of February 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

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

AGENDA ITEM Review and Action on a proposed Code Text Amendment, known as Dead End Streets, of the American Fork City Municipal Code. Amending Section 15.01.100 (E.), the Code Text Amendment plans to allow and provide criteria for dead end streets into commercial developments.

SUMMARY RECOMMENDATION Staff recommends approval. This was recommended for approval at the 02.07.2024 Planning Commission meeting.

BACKGROUND The staff has initiated a Code Text Amendment to amend Section 15.01.100 (E) of the American Fork City Municipal Code. The Code Text Amendment plans to allow and provide criteria for dead end streets into commercial developments.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the proposed Code Text Amendment, amending Section 15.01.100 (E), titled Dead End Streets, relating to allowing and providing criteria for dead end streets into commercial developments and providing an effective date for the ordinance, with instructions to the city recorder to withhold publishing the ordinance subject to all conditions identified in the public record associated with the February 07, 2024 Planning Commission meeting.

SUPPORTING DOCUMENTS

Section 15.01.100 (E) - Dead End no Cul-de-Sac (PDF)

ORDINANCE NO _____

AN ORDINANCE AMENDING SECTION 15.01.100(E) OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO DEAD END STREETS.

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, City Council desires to amend the requirements for dead end streets;

WHEREAS, the proposed amendment is in the best interest and general welfare of the residents of American Fork;

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

PART I**TEXT OF ORDINANCE**

SECTION 1. Section 15.01.100(E) of the American Fork City Municipal Code is hereby amended to read as follows:

Dead End Streets (permanent or temporary greater than 150 feet)

1. Residential (for purposes of this section, residential includes all land use that is not specifically designated as commercial or public facilities). Dead end streets shall be no longer than six hundred fifty feet from the right-of-way of the connecting street to the center of the turnaround as measured along the road centerline and shall be a cul-de-sac constructed per Standard Drawing No. 15.7a (Section 15.01.1430). Temporary Cul-de-sacs may be allowed where recommended for approval by the City Engineer and Development Services Director and approved by Council. In the event a temporary cul-de-sac is approved, it shall be constructed as shown on Standard Drawing No. 15.7b (Section 15.01.1435).
 - a. If the longitudinal slope of the roadway slopes into the cul-de-sac (whether Temporary or Permanent), necessary catch basins and drainage easements shall be provided. Double inlet catch basins will be required at all sag conditions.
 - b. No more than 15 dwelling units or residential equivalent units shall be permitted on a single access.
2. Commercial. Dead end streets may be permitted with approval of the City Engineer and Director of Development Services. Considerations for such approval shall include, but are not limited to:
 - a. the length of the dead-end street;

- b. the impact the dead-end street has on connectivity of the area;
- c. the feasibility of a cul-de-sac or connection to another roadway to eliminate the dead-end street in excess of 150 feet;
- d. the ability to provide sufficient turn around on the commercial development, which shall be no less than a twenty-four foot (24') public access easement; and
- e. an agreement to maintain the full width of the public access easement in a manner satisfactory to the Fire Marshall.

PART II

PENALTY 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 – Penalty. Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

SECTION 4 – Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS ____ DAY OF _____ 2024.

Bradley J. Frost, Mayor

ATTEST:

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution authorizing the execution of a lease-purchase agreement with Financial Pacific Leasing for six vehicles.

SUMMARY RECOMMENDATION

Staff would recommend approval of the lease.

BACKGROUND

The city has leased vehicles in the past with Bancorp, the latest being for five 2-year leases (4 for the police department and 1 for the city.) These leases end in July of 2024. Due to poor customer service, the city has decided to work with Unified Fleet.

This resolution will be for six 3-year leases (4 for the police department, 1 for the city, and 1 for public works.) These leases will begin in July of 2024 and will end in July of 2027.

BUDGET IMPACT

See agreement.

SUGGESTED MOTION

Move to adopt the resolution approving the execution of a lease-purchase agreement with Financial Pacific Leasing for six vehicles and authorizing the city to sign the documents.

SUPPORTING DOCUMENTS

Unified Fleet - Form of Authorizing Resolution	(DOCX)
Unified Fleet - American Fork City Term Sheet	(PDF)

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF AMERICAN FORK, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, American Fork (the “*Lessee*”), a city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Utah, is authorized by the laws of the State of Utah to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment up to \$500,000 in total equipment financed constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “*Agreements*”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the officers and officials of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the officers and officials of the Lessee is hereby authorized and directed to execute, and the city recorder of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto and the city recorder of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The officers and officials of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 27th day of February 2024.

By: _____

Printed Name: Bradley J. Frost

Title: Mayor

ATTEST:

By: _____

Printed: Name: Terilyn Lurker

Title: City Recorder

Attachment: Unified Fleet - Form of Authorizing Resolution (Leased Vehicles - Police (2024))



February 9, 2024

Camden Bird
 Assistant City Administrator
 American Fork City
 51 E Main Street
 American Fork, UT 84003

Dear Camden:

I am pleased to present the terms and conditions of our proposal to lease equipment to American Fork City. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions" by February 15, 2024. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

Rik Johnson
 Vice President
 Umpqua Bank Equipment Leasing & Finance
 Business Development Officer

M (425) 241-7969



[Web](#) | [Facebook](#) | [Twitter](#)

Attachment: Unified Fleet - American Fork City Term Sheet (Leased Vehicles - Police (2024))

Terms and Conditions:

Lessor:	Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")
Lessee(s):	American Fork City
Equipment Financing Vehicle:	Municipal Lease-Purchase Agreement
Equipment & Cost:	Various vehicles listed on Exhibit "A" attached with this proposal as a separate excel spread sheet (the "Equipment"). All Equipment shall be satisfactory to Lessor.
Lease Amount:	Not to exceed \$500,000.00 in the aggregate.
Lease Term:	Five (5) years
Payments:	Five (5) payments, payable annually to be paid July 1 st of each year beginning July 1, 2024, with the final payment on July 1, 2028.

Periodic Funding per Vehicle

Structure:	Individual lease agreements for each vehicle. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle. A fee of \$100 will be payable by Lessee upon execution of each agreement. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.
Interest Rate:	The amount funded for such equipment on a lease shall accrue interest at the tax-exempt rate of 5.38% per annum, payable in advance. The amortization schedule for the lease for such equipment shall provide for a principal payment schedule resulting in level debt service payments. The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any final acceptance of equipment under a lease, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed for each individual lease agreement upon final delivery and acceptance of the specific vehicle for said agreement.
Early Buy-Out Option:	So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The

equipment shall be conveyed to Lessee on an “as-is, where-is” basis, without any representation or warranty from Lessor.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Commencement Date and Acceptance:

The Commencement Date for each Lease entered into under this Option B shall be the date that funds are remitted to the vendor for said vehicle. Conditions for remitting funds to the vendor shall include: (i) evidence of the listing of Lessor’s lien on the vehicle title for said Equipment and (ii) acceptance of the Equipment by Lessee. The parties agree and understand that Lessee’s unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Additional Provisions

Tax Benefits:

The lease shall be considered a municipal lease/purchase and shall qualify for tax-exempt status under federal tax law. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of Utah, or other applicable jurisdiction. The documents shall include the standard covenants, representations, and warranties applicable to a tax-exempt financing.

End of Lease Options:

At the end of the five-year lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment under a lease for \$1.00.

Expiration of Facility:

All takedowns shall occur prior to 8/1/24, and without written consent of Lessor to extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease:

All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a triple net lease.

Insurance:

Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance:

Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer’s suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

Documentation:	All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.
Costs & Expenses:	Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees.
Additional Terms & Conditions:	1) The non-appropriation clause in the lease shall be satisfactory to Lessor. 2) Tax-exempt borrowing for 2024 by Lessee is not reasonably expected to exceed \$10,000,000, so it is assumed that, and pricing is based on, the leases being "Bank Qualified" under section 265(b)(3) of the IRS Code. 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended. 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above. 5) Lessee's counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases. 6) Customary reporting requirements of Lessee. 7) Lessee shall prepare and file a Form 8038-G as a condition to funding for each lease. 8) Lessee grants permission to the Lessor to provide Unified Fleet Services copies of loan documents for record keeping purposes.
Confidentiality:	Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.
Authorization:	Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

[Acceptance page follows.]

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this ____ day of _____, 2024

American Fork City

Federal Tax ID#: _____

By: _____

Printed Name: _____

Title: _____

Attachment: Unified Fleet - American Fork City Term Sheet (Leased Vehicles - Police (2024))



Exhibit A

American Fork

YEAR	MAKE	MODEL	VIN	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	Cost
2024	GMC	3500	1GT49VEY9RF280675	\$7,500.00	\$7,500.00	\$7,500.00	\$35,110.74	\$35,110.74	\$1.00	\$79,974.00
2024	GMC	3500	1GT49VEYXRF281396	\$7,500.00	\$7,500.00	\$7,500.00	\$35,110.74	\$35,110.74	\$1.00	\$79,974.00
2023	Ford	F150	1FTFW1ED3PFB81550	\$8,500.00	\$8,500.00	\$8,500.00	\$27,092.69	\$27,092.69	\$1.00	\$69,445.00
2023	Ford	F150	1FTFW1ED1PFB82261	\$8,500.00	\$8,500.00	\$8,500.00	\$27,092.69	\$27,092.69	\$1.00	\$69,445.00
2024	Chevy	Tahoe	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2024	Toyota	Tacoma	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of an agreement with Axon Enterprise, Inc. for the placement and use of in-car cameras (dashcam) for six patrol vehicles.

SUMMARY RECOMMENDATION

Staff would recommend approval of the agreement.

BACKGROUND

This agreement is a 5-year agreement for the placement and use of Axon Enterprise's in-car camera (dashcam) for 6 patrol vehicles. This first year would be \$10,000.00. We have acquired a grant that will pay 100% of this year's cost. I have also attached the award letter. We also anticipate the continual award of this grant to pay for these cameras each year.

BUDGET IMPACT

See agreement.

SUGGESTED MOTION

Move to approve the agreement with Axon Enterprise, Inc. for the placement and use of in-car cameras (dashcam) for six patrol vehicles and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

AFPD - Dashcam Grant Award Letter (PDF)

AFPD - Axon Dashcam Agreement (PDF)



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

4.6.a

TO: Adam Ellison
FROM: ADF Committee, Sgt. Jared Cornia
DATE: December 21, 2023
SUBJECT: American Fork ADF Equipment Award

Mr. Ellison,

The Alcohol & Drug Fee Committee (ADF), which oversees the state equipment fund that you applied for, has completed the process of determining equipment awards.

The goal of the committee is to help provide agencies with the equipment needed for the detection, arrest and prosecution of impaired drivers. As in most years, we received requests for equipment that exceeded the allotted funding. As such, the committee uses certain criteria in determining how to award the equipment and funds each year. This is based on the following factors:

1. Prior equipment, if any, awarded to your agency
2. Size of your agency
3. Number of DUI arrests and DUI overtime shifts worked by your agency
4. Number of alcohol and drug-related traffic fatalities in your area

Your agency was awarded the following:

\$10,000 that could be reimbursed for the purchase of body or in-car cameras from the vendor of your choice. Please remember that the fund will cover hardware costs only and cannot be used to cover software, data storage or other support items.

PLEASE READ CAREFULLY: *All agencies are required to purchase their own awarded equipment and submit an original invoice to my office for reimbursement no later than April 30, 2024. If you also requested PBT's, they will be shipped directly to your agency.*

You may purchase any body or in-car camera you wish. However, the following website may help you in determining if desired equipment is covered by a state contract. Vendors with state contracts may have better prices and may waive freight charges.

<https://purchasing.utah.gov/statecontractdirectory/prequal-avl/>

If you have questions concerning this award, please contact me at 801-783-6671 or jcornia@utah.gov. Thanks again for your DUI enforcement efforts!

Sincerely,

Sergeant Jared Cornia
ADF Committee

Attachment: AFPD - Dashcam Grant Award Letter (Axon In-Car Camera Agreement)



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-550165-45331.832TC

Issued: 02/09/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 05/01/2024

Account Number: 129700

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
American Fork Police Department - UT 75 E 80 N American Fork, UT 84003-1652 USA	American Fork Police Department - UT 75 E 80 N American Fork UT 84003-1652 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Adam Ellison Phone: (801) 763-3020 Email: aellison@americanfork.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$58,107.60
ESTIMATED TOTAL W/ TAX	\$58,107.60

Discount Summary

Average Savings Per Year	\$1,096.56
TOTAL SAVINGS	\$5,482.80

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$10,000.00	\$0.00	\$10,000.00
Apr 2025	\$12,026.90	\$0.00	\$12,026.90
Apr 2026	\$12,026.90	\$0.00	\$12,026.90
Apr 2027	\$12,026.90	\$0.00	\$12,026.90
Apr 2028	\$12,026.90	\$0.00	\$12,026.90
Total	\$58,107.60	\$0.00	\$58,107.60

Quote Unbundled Price:	\$63,590.40
Quote List Price:	\$58,107.60
Quote Subtotal:	\$58,107.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	6	60	\$176.64	\$161.41	\$161.41	\$58,107.60	\$0.00	\$58,107.60
Total							\$58,107.60	\$0.00	\$58,107.60

Attachment: AFPD - Axon Dashcam Agreement (Axon In-Car Camera Agreement)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	6	04/01/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	6	04/01/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	6	04/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	04/01/2024
Fleet 3 Basic	72048	AXON FLEET 3 - SIM INSERTION - ATT	6	04/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	05/01/2024	04/30/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	05/01/2024	04/30/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	04/01/2025	04/30/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	04/01/2025	04/30/2029

Payment Details

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	6	\$10,000.00	\$0.00	\$10,000.00
Total				\$10,000.00	\$0.00	\$10,000.00

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	6	\$12,026.90	\$0.00	\$12,026.90
Total				\$12,026.90	\$0.00	\$12,026.90

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	6	\$12,026.90	\$0.00	\$12,026.90
Total				\$12,026.90	\$0.00	\$12,026.90

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	6	\$12,026.90	\$0.00	\$12,026.90
Total				\$12,026.90	\$0.00	\$12,026.90

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	6	\$12,026.90	\$0.00	\$12,026.90
Total				\$12,026.90	\$0.00	\$12,026.90

Attachment: AFPD - Axon Dashcam Agreement (Axon In-Car Camera Agreement)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/9/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and American Fork Police Department - UT the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 27, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of an agreement with the Cook Center for Human Connection for qualified and licensed therapists for parent coaching as part of the Communities that Care Program.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The American Fork CTC Program is now rolling out an exciting new parent coaching pilot program in two of our schools: Polaris High School and Forbes Elementary. This program will be 100% funded through a Utah County grant obtained by the AF CTC Program. The Cook Center for Human Connection, based out of Pleasant Grove, will be the service provider. The Cook Center will provide qualified and licensed therapists available by phone to parents of the students at these schools at no cost to the parents. The Cook center therapists will be available to parents, free of charge, to answer questions regarding struggling students, provide expertise and insight regarding child psychology, and develop and implement success plans for those students.

While use of the service will be available to all parents of students, the CTC program hopes to specifically target the services to parents of students struggling with substance use at the schools. The CTC Program will encourage the schools to require the parents of the involved student to meet with Cook Center therapists to develop a success plan for their child. The original pilot program will run for 12 months.

BUDGET IMPACT

See agreement.

SUGGESTED MOTION

Move to approve the agreement with the Cook Center for Human Connection and authorize the city to sign the documents.

SUPPORTING DOCUMENTS

American Fork - 1YR - Parent Coaching Polaris-Forbes (PDF)



COOK CENTER FOR HUMAN CONNECTION

American Fork City

51 East Main Street
American Fork, UT 84003
United States

Brook Anderson

brookanderson@americanfork.gov
18057969860

Quote Number: 122489716

Quote created: February 2, 2024

Quote expires: March 3, 2024

Cook Center for Human Connection

1955 W Grove Pkwy #300
Pleasant Grove, UT 84062

Prepared by: Paul Richins

Director K12 School | Community Advocacy
paul.richins@cookcenter.org

PRODUCTS & SERVICES	QUANTITY	PRICE
Parent Coaching · Any parents or caregivers in the district are eligible to participate.	1	\$12,500.00
SUBTOTALS		
One-time subtotal		\$12,500.00

Total	\$12,500.00
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Comments

Parent Coaching to start in February 2024 for 1YR agreement, to run to February 2025.

- 1) Polaris HS
- 2) Forbes Elementary

Purchase Terms

This is a 1 Year Quote. Please provide Purchase Order for "Year 1 Total". Please Sign Purchase Order (on this document) and return to: Paul.Richins@cookcenter.org

Attachment: American Fork - 1YR - Parent Coaching Polaris-Forbes (Cook Center for Human Connection)

Agreement Terms

This purchase contract documents a purchase made by American Fork City from the Cook Center for Human Connection. In exchange for the consideration described in **122489716** (a copy which is combined hereto as "Quote"), and subject to the terms (including product information, payment amounts, payment deadlines and rates for future years, if applicable) listed thereon. Company will provide Customer access to the planning of named software and service products.

This agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a customer approved purchase order etc.) outlined on Quote are not met.

Implementation, Training and support Information: Implementation and Training Services. Customer's purchase of services includes virtual onboarding and training services. Any additional onsite training or professional development will be noted in Quote.

ACCEPTED AND AGREED

American Fork City

Signature : _____

Print Name : _____

Title : _____

Date : _____

Cook Center for Human Connection

Signature : _____

Print Name : _____

Title : _____

Date : _____