AMERICAN FORK CITY COUNCIL
FEBRUARY 24, 2015
***AMENDED -** NOTICE OF REGULAR SESSION & AGENDA

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, February 24, 2015 in the American Fork City Hall, 31 North Church Street, commencing at 7:30 p.m.** The agenda shall be as follows:

1. Pledge of Allegiance; prayer by Councilman Brad Frost; roll call.
2. Twenty-minute public comment period – limited to two minutes per person.
3. City Administrator's Report.
4. Council Reports concerning Committee Assignments.
5. Mayor's Report

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

1. Approval of the February 10, 2015 City Council minutes.
2. Approval of the City bills for payment and purchase requests over $25,000. – *Cathy Jensen*
3. Approval of the authorization to release the Improvement Construction Guarantee and Durability Retainer in the amount of $261,896.25 for the Granite View Estates, Plats A, B, and C at approximately 850 East 50 South. – *Staff*

ACTION ITEMS

1. Review and action on a Resolution approving an amendment to the land use element of the general plan located in the area of 850 East Bamberger Drive from the Residential High Density to the Professional Office designation. – *Kevin Edwards*
2. Review and action on the Annexation Agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South. – *Kevin Edwards*
3. Review and action of a resolution appointing Craig Whitehead and/or Amanda Durrant administrators of the City's Putnam 457 plan. – *Craig Whitehead*
4. 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 the final plat of Copper Ridge at Northshore Corp. Center Phase 1 consisting of 4 lots located at 782 South Auto Mall Drive in the PI-1 Planned Industrial zone. – *Northern Engineering*
    b. Review and action on an Ordinance approving an amended commercial site plan for Standard Plumbing, located at 552 East 620 South in the GC-2 General Commercial zone. – *David Peterson*

***5.** Review and action on the acceptance of quote submitted by Contech Engineered Solutions in the amount of $184,770 and authorize the purchase of a precast bridge to be installed at approximately 980 North 500 East in association with the Art Dye Park north access project. – *Staff*

***6.** Review and action on the acceptance of a change order to the 2014 – 15 Utah Valley Drive Sewer Rehabilitation Project with C & L Water Solutions. – *Staff*

***7.** Consideration and action on entering into an Executive Session to discuss the professional character and competence of an individual. – *Mayor Hadfield*

8. Adjournment.

Dated this 23 day of February, 2015

Richard M. Colborn
City Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvement Construction Guarantee and Durability Retainer for the Granite View Estates, Plats A, B, and C at approximately 850 East 50 South.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvement Construction Guarantee (ICG) and 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, 17.9.304, and 17.9.403 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" and release the Durability Retainer following the one (1) year durability testing period. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The Durability 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.

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

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

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

BUDGET IMPACT Following the release of the 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 accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Granite View Estates, Plats A, B, and C. Authorize the City Engineer to issue documents and/or payments to release the Improvement Construction Guarantee and Durability Retainer for Granite View Estates, Plats A, B, and C. 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.

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

SUPPORTING DOCUMENTS

1. “Notice of Acceptance”
2. "Notice of Completion and Request for Release" form submitted by the applicant/developer with accompanying proof of payment/lien releases for any contractors for the subdivision and/or project.
3. Authorization Form

IMPROVEMENTS DURABILITY RETAINER 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 Improvements Durability Retainer for the Granite View Estates, Plats A, B, and C pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds 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.

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

Amount Released: $261,896.25

PASSED THIS _____ DAY OF _____, _____.

_____
James H. Hadfield, Mayor

ATTEST:

_____
Richard M. Colborn, City Recorder

NOTICE OF ACCEPTANCE
AND
IMPROVEMENTS CONSTRUCTION GUARANTEE
RETAINER 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 Improvements Construction Guarantee for the Granite View Estates, Plats A, B, and C pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code. The City council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the City Engineer to issue a letter to the financial guarantee institution authorizing release of the Improvements Construction Guarantee, or to issue an authorized City check as appropriate for the type of guarantee provided. Upon issuance of this Notice of Acceptance, the Durability Testing Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvements Construction Guarantee funds will be held as the Durability Retainer pursuant to the City Performance Guarantee ordinance.

Amount Released: $261,896.25

PASSED THIS _____ DAY OF _____, _____.

_____
James H. Hadfield, Mayor

ATTEST:

_____
Richard M. Colborn, City Recorder

AMERICAN FORK
— 1853 —

NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

Mayor James H. Hadfield
51 East Main
American Fork, UT 84003

Re: Granite View Estates, Plats A, B, & C

Dear Mayor Hadfield,

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

I, SCOTT MITCHELL, the owner, developer, and authorized representative of Granite View Estates, Plats A, B, & C Subdivision, do hereby request the release of the Improvement Construction Guarantee for this project. I certify that all liens have been released, all outstanding fees, costs of administration, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project:	Granite View Estates, Plats A, B, & C
Address:	810/850 East 50 South
Requested ICG Amount:	$261,896.25

Owner/Developer

2/10/15
Date

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Resolution approving an amendment to the land use element of the general plan located in the area of 850 East Bamberger Drive from the Residential High Density to the Professional Office designation.

SUMMARY RECOMMENDATION The planning commission recommended approval of the amendment to the land use element of the general plan located in the area of 850 East Bamberger Drive from the Residential High Density to the Professional Office designation as stated in the attached minutes of the February 4, 2014 planning commission meeting.

BACKGROUND The applicant proposes to change the land use designation for this portion of his property, which is an element of the Edwards Annexation, to Professional Office. The Professional Office designation can serve as a buffer for lower intensity residential uses to the north and Bamberger Drive with higher intensity commercial uses to the south. For further analysis please refer to the attached application, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the resolution approving an amendment to the land use element of the general plan located in the area of 850 East Bamberger Drive from the Residential High Density to the Professional Office designation.

SUPPORTING DOCUMENTS

1. Resolution
2. Application
3. Staff report
4. Planning commission meeting minutes, February 4, 2015

RESOLUTION NO. _____

A RESOLUTION AMENDING A PORTION OF THE LAND USE ELEMENT OF THE AMERICAN FORK GENERAL PLAN IN THE VICINITY OF 850 EAST BAMBERGER DRIVE BE AMENDED FROM THE RESIDENTIAL HIGH DENSITY TO THE PROFESSIONAL OFFICE DESIGNATION

WHEREAS, Section 10-9a-401(1), Utah Code Annotated,1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long term goals and the proposed extent, general distribution, and location of land for housing, business, industry agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

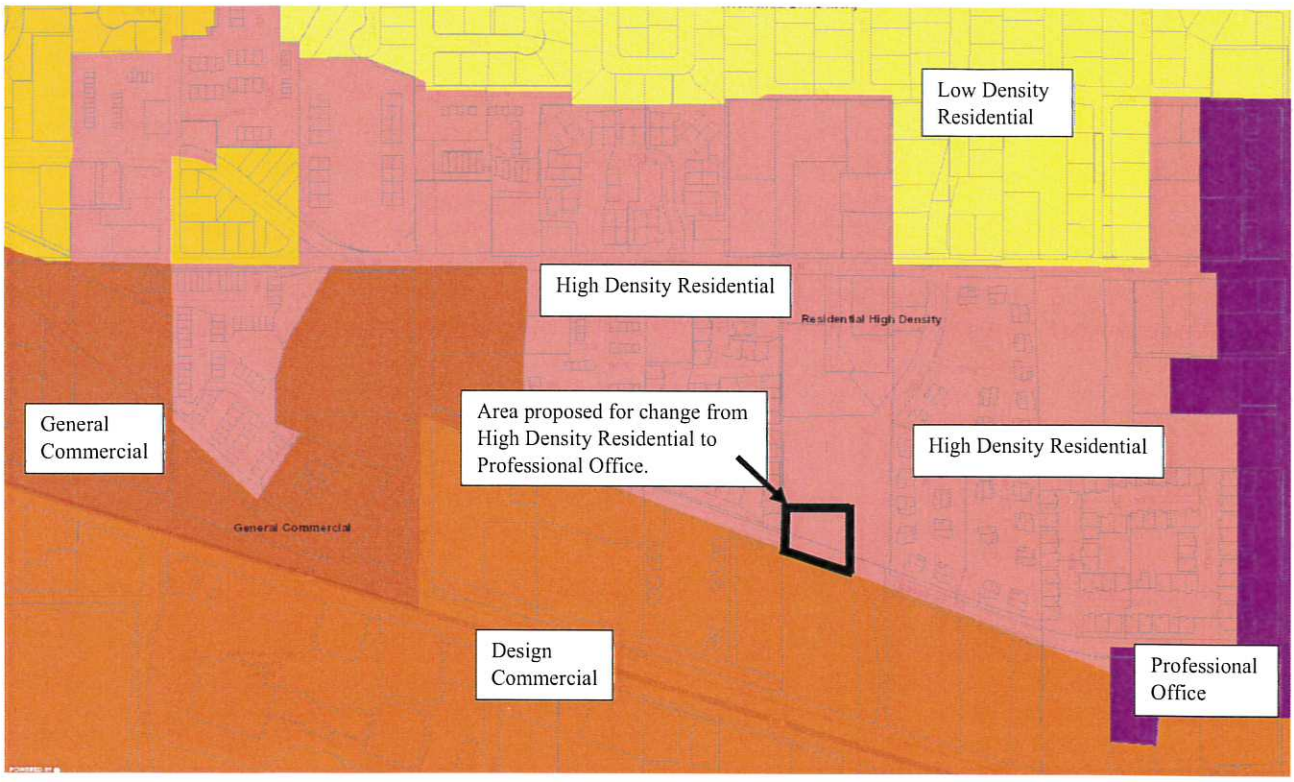
WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a positive recommendation regarding this request; and

WHEREAS, the City Council has received a positive recommendation from the Planning Commission, and has reviewed the request further, all in accordance with Utah State law.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the land in the vicinity of 850 East Bamberger Drive is designated Professional Office. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.



SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

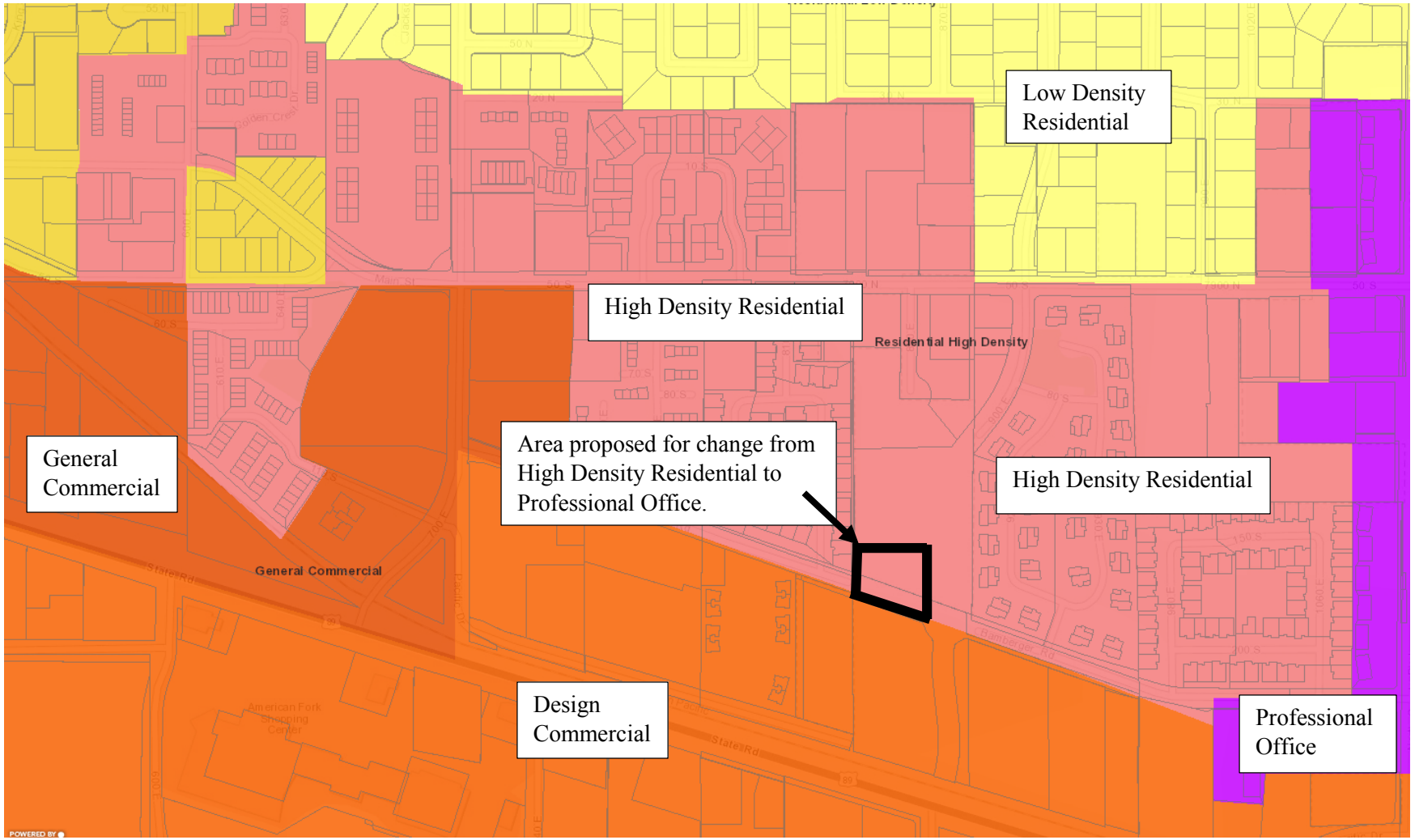
SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommend under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS 24 DAY OF FEBRUARY, 2015.

_____
James H. Hadfield, Mayor

ATTEST:

_____
Richard M. Colborn, City Recorder


Low Density Residential
High Density Residential
Residential High Density
General Commercial
Area proposed for change from High Density Residential to Professional Office.
High Density Residential
General Commercial
Design Commercial
Professional Office

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: February 4, 2015
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a land use amendment for approximately 1.06 acres from the "High Density Residential" designation to the "Professional Office" designation, located at approximately 850 E. Bamberger Dr.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION					
Location:		Approximately 850 E. Bamberger Dr.			
Applicants:		Kevin Edwards			
Existing Land Use:		Agriculture			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Agriculture			
	South	Vacant			
	East	Residential			
	West	Residential			
Existing Zoning:		Transitional Residential 5 (Utah County)			
Proposed Zoning:		PO-1 (Professional Office)			
Surrounding Zoning:	North	R1-9,000			
	South	GC-2 (Planned Commercial)			
	East	R3-7,500			
	West	R3-7,500			
Land Use Plan Designation:		High Density Residential (12 du/ac)			
Zoning within Growth Plan?		N/A	Yes	N/A	No

PROJECT DESCRIPTION:

A request for a recommendation of approval for a land use amendment for property located in the vicinity of 850 E. Bamberger Dr. from High Density Residential to Professional Office.

Background

The area proposed for a Land Use Plan amendment consists of approximately 1.06 acres and is located at the southern portion of the Edwards property, on the north side of Bamberger Road. The applicant is requesting annexation and proposes to bring this particular area into the City under the PO-1 (Professional Office) Zone.

Staff can support the requested amendment as it will act as a buffer against the proposed residential to the north and commercial to the south. In addition, numerous professional and medical offices exist in the vicinity; mostly in support of the American Fork Hospital. A professional office use in the PO-1 Zone would act in support of this transition from commercial to residential.

The Planning Commission has two options:

-recommend against the proposal from High Density Residential to Professional Office, keeping the High Density Residential designation intact.

-recommend approval of the proposed amendment to Professional Office.

Should the Planning Commission act to recommend denial of the proposed change, the annexation agreement (which is the following agenda item) may still move forward, but with a recommendation against the PO-1 Zone. Should the Planning Commission act to recommend approval of the proposed change, the agreement may run as presented.

POTENTIAL MOTIONS

Mr. Chairman, I move that we recommend approval of a land use map amendment in the area of 850 E. Bamberger Dr. from the High Density Residential designation to the Professional Office designation.

Mr. Chairman, I move that we recommend denial of a land use map amendment in the area of 850 E. Bamberger Dr. from the High Density Residential designation to the Professional Office designation.

AMERICAN FORK CITY
PLANNING COMMISSION MEETING MINUTES
FEBRUARY 4, 2015

The American Fork Planning Commission met in a regular session on February 4, 2015, in the American Fork City Hall, located at 31 North Church Street, commencing at 7:00 p.m.

Present: John Woffinden, Chairman
Commission Members: Rebecca Staten, Harold Dudley, Marie Adams, Leonard Hight
Alternate Member: Christine Anderson
Absent Commission Members: Eric Franson, Nathan Schellenberg
Wendelin Knobloch, Associate Planner
Howard Denney, Engineering Services Manager
Kim E. Holindrake, Public Works Administrative Assistant
Others: Jonathan Johnson – JSJ Engineering, Renee Furgeson, Toby Adamson, Richard Reese, Jacob Reese

1. Pledge of Allegiance

Those in attendance stood and stated the Pledge of Allegiance.

Christine Anderson was recognized as a voting member.

2. Hearing, review and action on land use map amendment located in the area of 850 East Bamberger Drive from the Residential High Density to the Professional Office designation (7:03 p.m.)

Staff Presentation:
Wendelin Knobloch stated this item is related to the Edwards Annexation. This is necessary because the applicant would like to create a commercial portion in a PO-1 Zone. The surrounding area is residential and mostly built out. The PO-1 Zone just calls for offices in this part of town because it is close to the hospital so medical offices are requested. The land directly south is design commercial with a number of vacant parcels. Parking would also be available for the detention/soccer field.

Howard Denney stated the Engineering Division has no concerns. A trail crossing will be incorporated for pedestrians.

Developer Presentation:
Jonathan Johnson reported this is a challenging project because of the continuation of 900 East. The road dead ended into the parcel in about 2006. The City required the 900 East alignment to be maintained, which created an unusable parcel on the end. The owner asked to partner with the City to create some parking to alleviate the soccer parking problem, which is also beneficial to the owner. With the potential connection to State Street, there is a greater opportunity for commercial. They feel the PO-1 Zone is a good use.

PUBLIC HEARING
No comments were made, and the public hearing was closed.

Commission Discussion:
Harold Dudley questioned with the road connecting to State Street if the railroad would allow a crossing there.

Howard Denney stated at this point in time the answer is unsure. UTA is taking ownership of this rail section. There is talk of tracks coming in less than 20 years. At that time there will be a lot of negotiations on what crossings will remain open.

MOTION: Leonard Hight - To recommend approval of a land use map amendment in the area of 850 E. Bamberger Drive from the High Density Residential designation to the Professional Office designation. Seconded by Christine Anderson.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

3. Review and action on an agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South (7:15 p.m.)

Staff Presentation:
Wendelin Knobloch stated the concept plan shows most of the area as residential with the exception of the commercial lot on the southern end. The road is a collector road. An unusable parcel is created that has been put into parking. The pedestrian plan is being implemented with a 10-foot trail and bike lanes. The parking is for back-in parking. This will be the first time the City will implement this type of parking. There is another area on the west side of the LDS Temple for this type of parking. Section #6 in the agreement deals with compensation for 900 East that the City Council will address. The agreement shows all the relevant information.

Howard Denney reported there are some items to resolve on water rights and other technicalities before City Council.

MOTION: Christine Anderson - To recommend approval of the Edwards Annexation Agreement to the City Council. Seconded by Harold Dudley.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

4. Hearing, review and action on a commercial site plan for Standard Plumbing, located at 552 East 620 South in the GC-2 General Commercial zone (7:21 p.m.)

DRAFT

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South.

SUMMARY RECOMMENDATION The planning commission recommended approval of the Edwards Annexation as stated in the attached minutes of the February 4, 2015 planning commission meeting.

BACKGROUND The applicant proposes to annex 5.48 acres at 850 East, north of Bamberger Drive, which is the last remaining unincorporated parcel in this area of the city. The annexation concept plan consists of a large lot residential subdivision and professional offices on the southern end of the parcel. The developer proposes to provide road right-of-way for 900 East with reverse-angle parking for visitors of the nearby park facility southeast of this property in exchange for city participation in the improvements. The city engineer will report on the status of the discussions with the developer, which are addressed in Section 6 of the annexation agreement. For further analysis please refer to the attached annexation agreement, staff report and planning commission minutes.

BUDGET IMPACT Possible participation in the improvements for 900 East will be a direct city expense.

SUGGESTED MOTION I move to approve the agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South.

SUPPORTING DOCUMENTS

1. Annexation agreement
2. Staff report
3. Planning commission meeting minutes, February 4, 2015

ANNEXATION AGREEMENT
(Edwards Annexation)

This Agreement, made and entered into this _____ day of _____, 2015, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Kevin and Jill Edwards (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately owned real property constituting the entirety of, the Edwards Annexation, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" relating to the Edwards Annexation (Attachment 2), together with a map showing the area proposed for annexation (hereafter referred to as "Annexation Area"), has been submitted to the City (Attachment 1); and

WHEREAS, the area proposed for annexation constitutes a portion of an existing island, as defined by Utah State law; and

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2014-11-43R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held.

WHEREAS, the City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement, completion of all outstanding tasks identified herein or otherwise required prior to annexation.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to the City, the parties covenant and agree as follows:

SECTION 1 – Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 1.

SECTION 2 – Annexation a benefit to Applicants: Applicants and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth under the terms of the City's Development Code and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 – Authority of Applicants: Applicants hereby affirm they are the sole owners of the Edwards parcels and have complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 – Compatibility with Land Use Plan and Initial Zone Classifications: The Land Use Element of the General Plan shows the annexation parcels within the "High Density Residential" designation. Applicants intend to proceed concurrently with a request to amend the Land Use Map on a portion of the annexation area, requesting an amendment to the "Professional Office" designation. Applicants propose to develop the parcels as a residential development project and professional office project in accordance with the terms of the zone requirements applicable to those Land Use Map designations. Accordingly, the City has determined that the initial zone classifications be the R3-7,500 Residential Zone and PO-1 (Professional Office) Zone. A map illustrating these zone classification is made part of this agreement (Attachment 3).

SECTION 5 – Annexation Concept Plan: Applicants have submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as: (1) a single-family residential development consisting of detached homes, (2) a professional office development parcel, and (3) a parking area along the east side, providing additional parking for the park area located to the southeast (detention pond park area). The proposed uses and density of development, and other particulars of the proposed development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classifications. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R3-7,500 Zone and PO-1 Zone. However, Applicants hereby agree that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

SECTION 6 – City Participation in Improvements: At the Applicants petition, the City has evaluated the total percentage of annexation property that is encompassed by the 900 East and Bamberger roadways; with the accompanying roundabout, parking and trail facilities. The City finds this percentage as 19.4%; being a substantial portion of the overall property. In consideration of this encumbrance, the City agrees to participate in the cost of improvements to the 900 East roadway, off-site parking for the adjacent park facility and roundabout improvements per the percentages noted in Attachment 8. This construction cost shall be determined by a project bid with a minimum of three (3) qualified contractors as approved by the City. The low bid shall determine the actual compensation amount. No interest, professional fees, settlement fees or any other project development fees or taxes will be considered for compensation. Compensation shall not be considered for alternate uses of the property. Applicants agree to waive any and all claim of loss or damage relative to placement, design and improvements associated with all public roadways and associated improvements on the property.

SECTION 7 – Utility, Right-of-Way, Trail and Fill Easements to be Conveyed: The Annexation Area includes a portion of 900 East which is essential to proper vehicular travel. 900 East is classified as a "Collector" in the City's Transportation Element of the General Plan. In addition, the Bike and Pedestrian Master Plan identifies a bike lane corridor and side-path along 900 East. Attachment 5 shows the location of the utility, right-of-way and fill easements to be conveyed. As a condition of annexation, the Applicants agree to convey or cause to be conveyed to the City, without cost, that portion of the Annexation Area intended for utility, right-of-way (including bike lane and side-path) and fill easements as set forth on Attachment 5. A copy of the description documents conveying said areas to the City is attached hereto (Attachment 6) and the City acknowledges receipt of the executed original.

SECTION 8 – Water Rights to be Conveyed: City annexation policy requires that all signatories to the petition convey to the City sufficient water right to meet the needs of the proposed development. The concept plan envisions eight (8) residential units on this parcel, and one (1) professional office pad. Therefore, the initial water right requirement is determined to be 11.5 acre feet. Copies of certificates satisfying this water right requirement are made part of this agreement and included as Attachment 7. In the event that final development plans result in a different requirement, the City retains the right to adjust the amount of water right in accordance with the approved plan.

SECTION 9 – Sensitive Lands Overlay: Applicants acknowledge that all or portions of the Annexation Area may have significant physical limitations for development and lie within the Sensitive Lands Overlay. Prior to approval of any development plan, Applicants agree to provide a geotechnical report and any other such studies as the City deems appropriate to determine the suitability of the Annexation Area for development as shown on the Annexation Concept Plan and may require adjustments to more adequately incorporate impacts relating to

natural conditions or any provision of the Sensitive Lands Ordinance which may be applicable to the Annexation Area.

SECTION 10 – Open Ditches to be Piped: Applicants acknowledge that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches) to the standards of the City and to the standards of the irrigation company to a minimum pipe size of 24" in diameter. Pipe sizing in excess of 24", if required by American Fork City, may be eligible for participation. Pipe sizing in excess of 24", if required by American Fork Irrigation Company, shall be the responsibility of the applicant. If a private ditch easement exists, piping will be required as part of any forthcoming development project. Applicant is considering a system for storm water discharge into the irrigation ditch system. This provision may necessitate the applicant providing piping systems at full and sole cost to the applicant. Any proposal for undetained storm water conveyance to the irrigation piping system will require reevaluation of this section and its provisions.

SECTION 11 – Property Taxes and Rollback Taxes to be Paid. Applicants agree to pay any outstanding property taxes on the Annexation Area; including any and all rollback taxes if the subject Annexation Area is classified as "Greenbelt" with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

SECTION 12 – Impact Fees: No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of connection to the City water and/or sewer systems or development of the Annexation Area or any portion thereof. The Applicants acknowledge that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 13 – Default: Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

SECTION 14 – Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
b. If to Applicants, to Kevin and Jill Edwards, 886 E. 50 S. American Fork Utah, 84003

SECTION 15 – Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court costs in addition to other lawful damages resulting therefrom.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

KEVIN EDWARDS

_____

JILL EDWARDS

_____

MAYOR

_____

Mayor

ATTEST:

_____

City Recorder

CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES

Andy Spencer, City Engineer

_____

Adam Olsen, Senior Planner

_____

LIST OF ATTACHMENTS

Attachment 1	Copy of Annexation Plat
Attachment 2	Copy of Request to Initiate Annexation
Attachment 3	Map illustrating zone classifications
Attachment 4	Annexation Concept Plan (with roundabout)
Attachment 4a	Annexation Concept Plan (without roundabout)
Attachment 5	Map showing general location of utility, right-of-way and fill easements to be conveyed to City as condition of annexation. (TO BE PROVIDED BY APPLICANT)
Attachment 6	Copy of deeds conveying utility, right-of-way and fill easements for 900 East. (TO BE PROVIDED BY APPLICANT)
Attachment 7	Copies of certificates for water rights conveyance. (TO BE PROVIDED BY APPLICANT)
Attachment 8	Map illustrating percentage of City participation in improvements.
Attachment 8a	Map illustrating percentage of City participation in improvements (Applicant's request).

ATTACHMENT 1

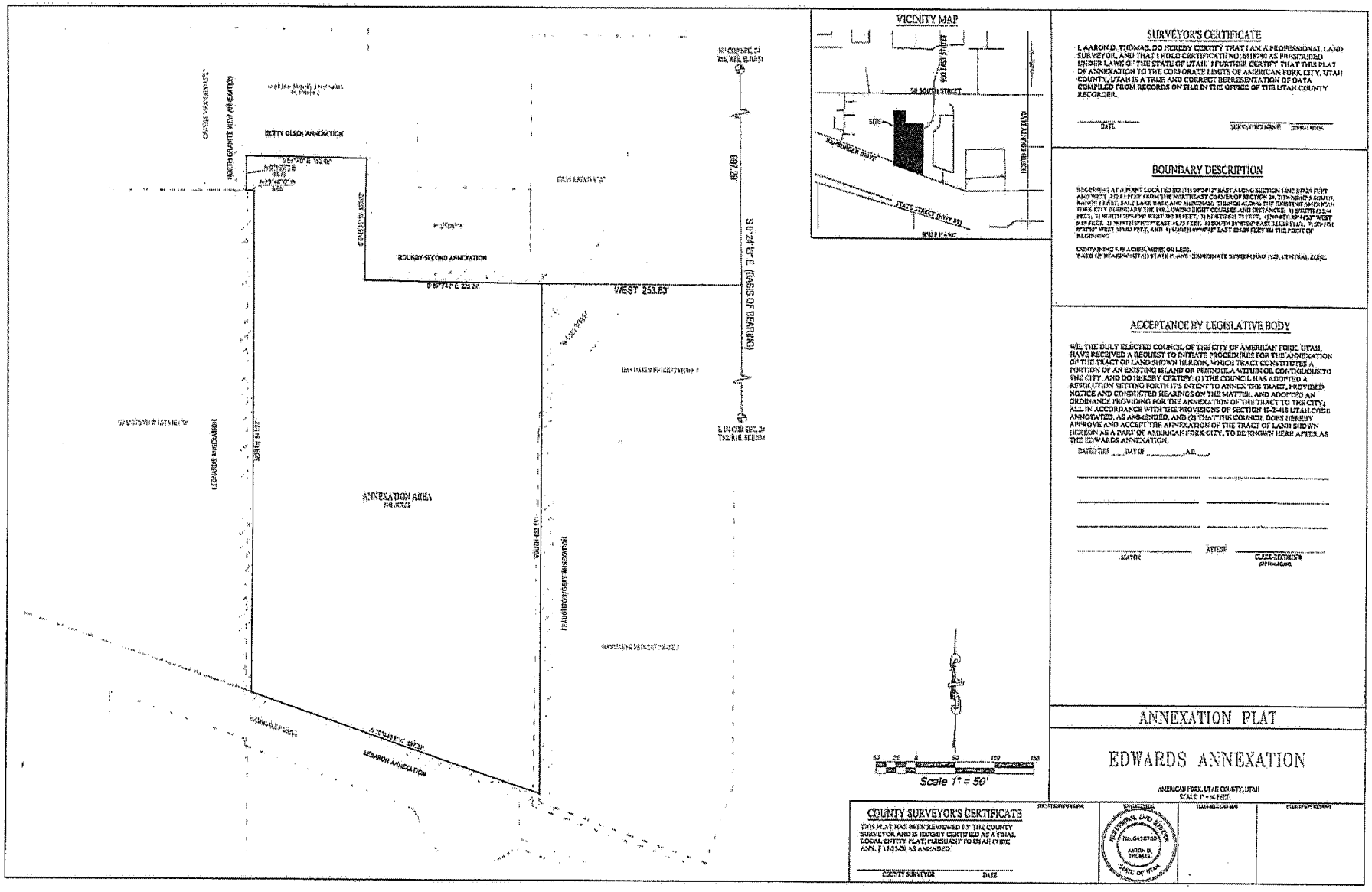


EXHIBIT B

ATTACHMENT 2

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 11-3-14

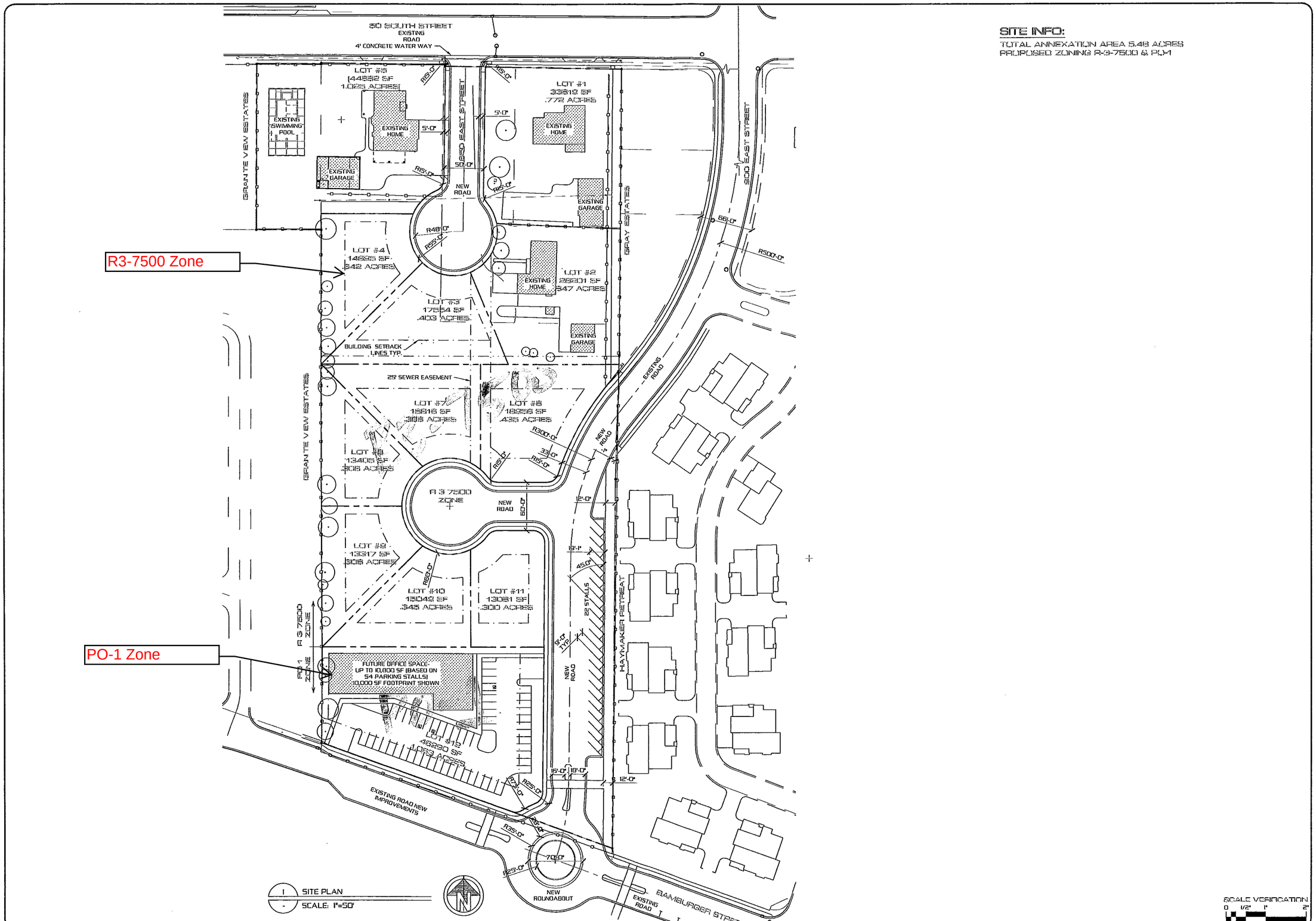
We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418(1)(a)(ii) of the Utah State Code.

We hereby further acknowledge and affirm as follows:

A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
B. The municipality has provided one or more municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
13.058.0282	Kevin & Jill Edwards	Jill Edwards
13-058-0284	" "	Jill Edwards
13-058-0285	" "	Jill Edwards

ATTACHMENT 3



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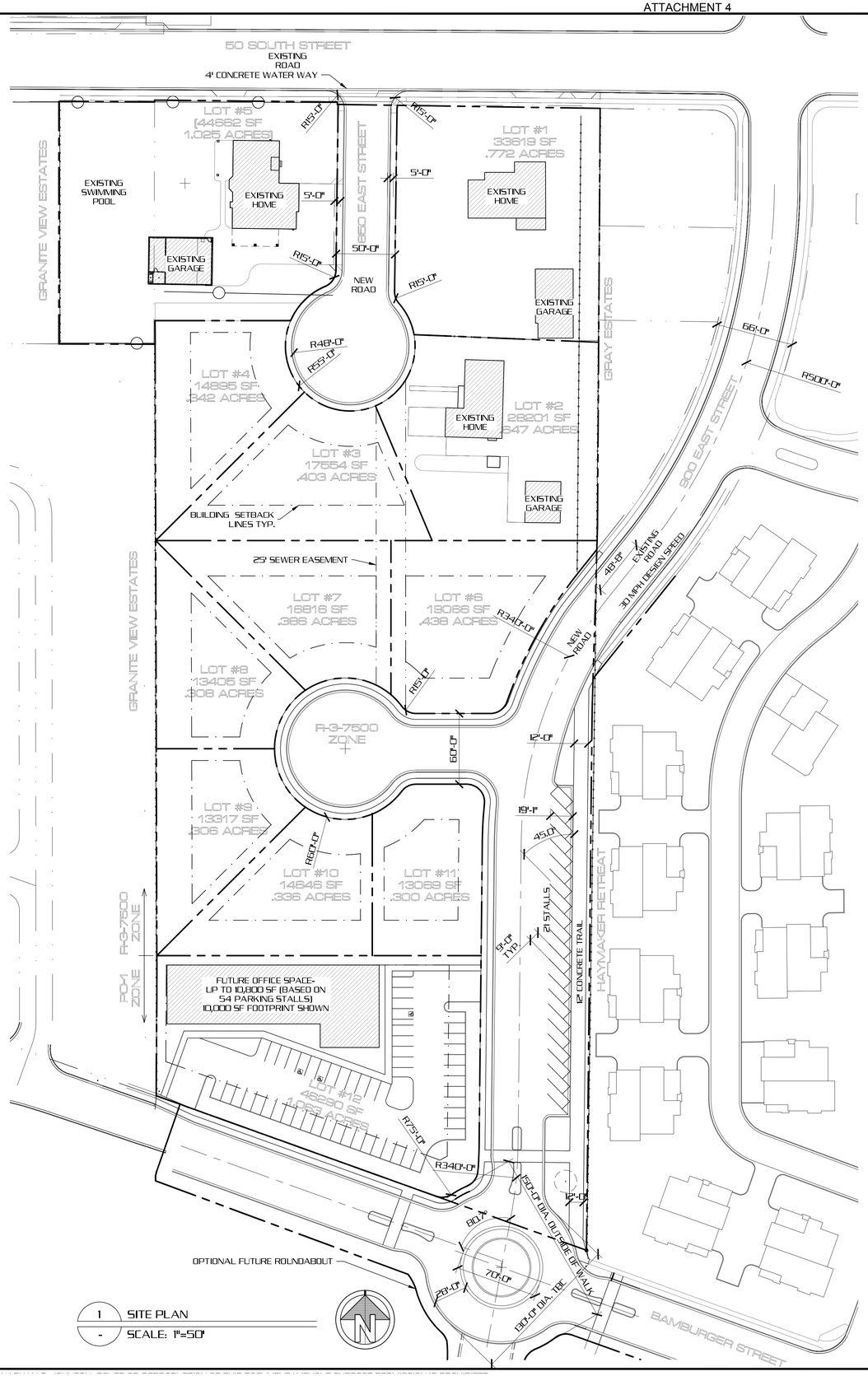

1 SITE PLAN
- SCALE: 1"=50'

SITE INFO:

TOTAL ANNEXATION AREA 5.48 ACRES
PROPOSED ZONING R-3-7500 & PO-1

SCALE VERIFICATION
0 1/2" 1" 2"

architectural design development
118 SOUTH 1100 EAST
AMERICAN FORK, UT 84003
T-(801) 492-8170
E-js@afconnect.com
JSJ DESIGN, LLC.

EDWARDS FAMILY SUBDIVISION
850 E. 50 S., AMERICAN FORK, UT 84003

DRAWING TITLE:
SITE CONCEPT PLAN WITH OPTIONAL FUTURE ROUNDABOUT

SCALE	
24x36	SHOWN
12x18	HALF
OTHER	NONE

REVISIONS:

DATE: 02/17/15

SHEET: A0.2

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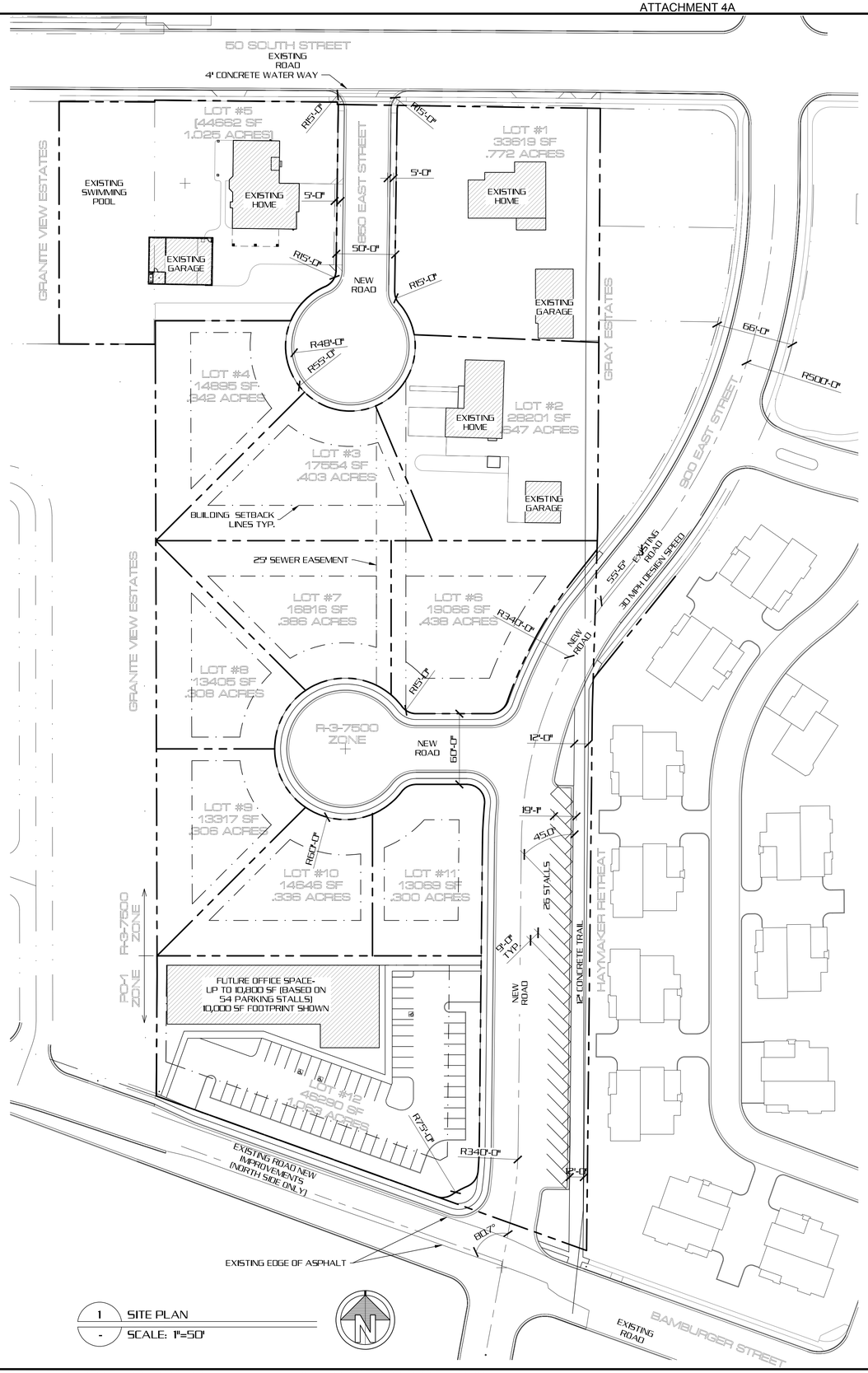

1 SITE PLAN
- SCALE: 1"=50'

SITE INFO:

TOTAL ANNEXATION AREA 5.48 ACRES
PROPOSED ZONING R-3-7500 & PO-1

SCALE VERIFICATION
0 1/2" 1" 2"

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EDWARDS FAMILY SUBDIVISION
850 E. 50 S., AMERICAN FORK, UT 84003

DRAWING TITLE:
SITE CONCEPT PLAN

SCALE	
24x36	SHOWN
12x18	HALF
OTHER	NONE

REVISIONS:

DATE: 02/17/15

SHEET: A0.1

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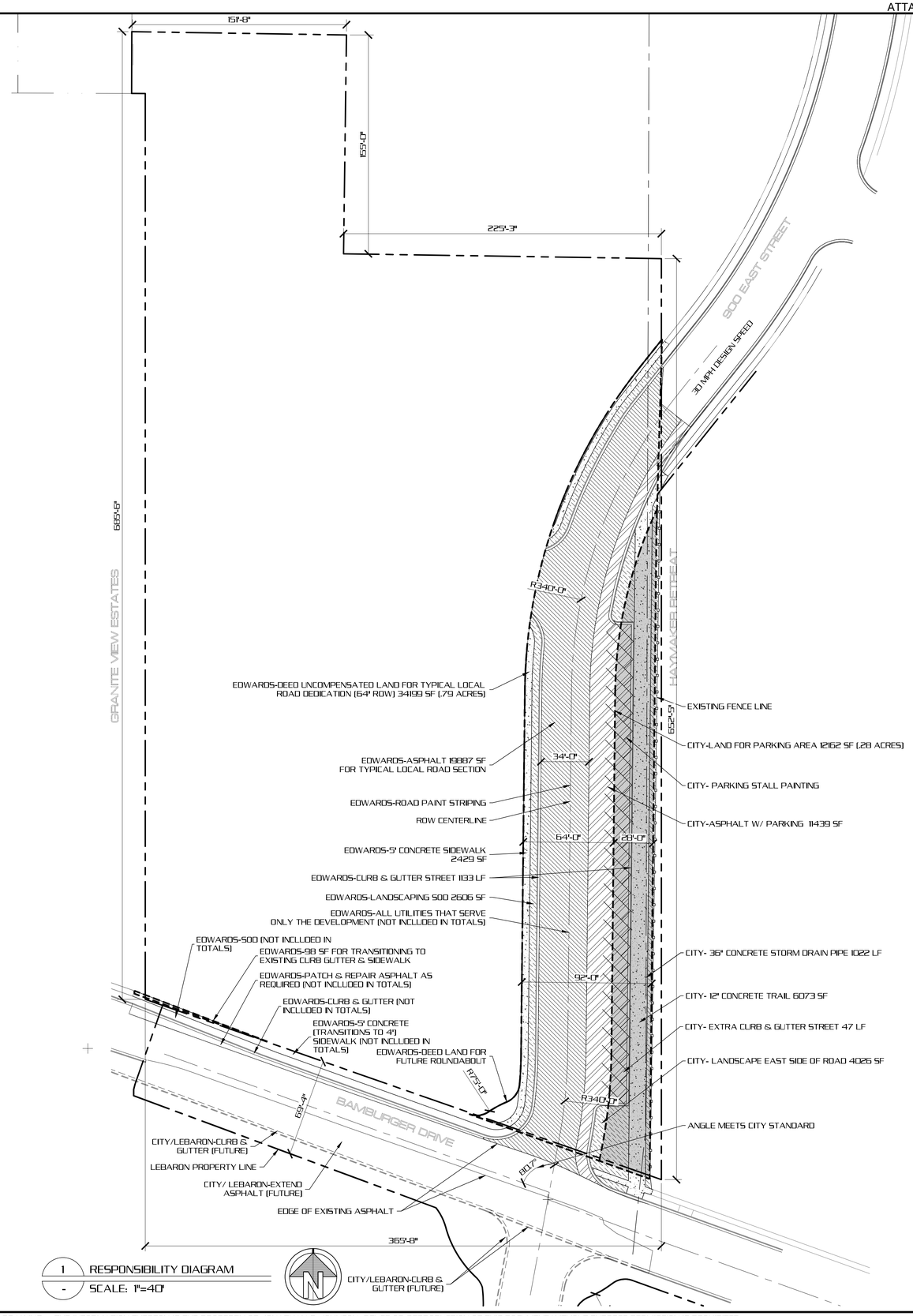

1 RESPONSIBILITY DIAGRAM
- SCALE: 1"=40'

ROAD RESPONSIBILITY BREAKDOWN

CITY RESPONSIBILITY- 900 EAST CONNECTION TO BAMBURGER

MATERIAL	DESCRIPTION	COST/UNIT	UNIT	QUANTITY	COST
ASPHALT	3"-4" ASPHALT 8" ROAD BASE	$2.50	SQUARE FOOT	11439	$28,598
CURB & GUTTER	6" CURB 18" GUTTER	$17.00	LINEAL FOOT	47	$799
SIDEWALK	12' SIDEWALK	$4.50	SQUARE FOOT	6073	$27,329
STORM DRAIN PIPE	36" CONCRETE PIPE (12" OF 36" PIPE) $72-$50=$22	$22.00	LINEAL FOOT	1022	$22,484
LANDSCAPING	DECORATIVE GRAVEL	$2.00	SQUARE FOOT	4026	$8,052
PAINTING	STRIPING PARKING STALLS	$500.00	ESTIMATE	1	$500
CITY TOTAL ESTIMATED COST FOR ROAD CONSTRUCTION					**$87,761**

EDWARDS RESPONSIBILITY-900 EAST CONNECTION TO BAMBURGER

MATERIAL	DESCRIPTION	COST/UNIT	UNIT	QUANTITY	COST
ASPHALT	3"-4" ASPHALT 8" ROAD BASE	$2.50	SQUARE FOOT	19887	$49,718
CURB & GUTTER	6" CURB 18" GUTTER	$17.00	LINEAL FOOT	1133	$19,261
SIDEWALK	5' SIDEWALK	$4.50	SQUARE FOOT	2429	$10,931
LANDSCAPING	SOD	$1.50	SQUARE FOOT	2606	$3,909
PAINTING	STRIPING CENTERLINE	$500.00	ESTIMATE	1	$500
STORM DRAIN PIPE	36" CONCRETE PIPE (24" OF 36" PIPE)	$50.00	LINEAL FOOT	1022	$34,067
EDWARDS TOTAL ESTIMATED COST FOR ROAD CONSTRUCTION					**$118,385**

TOTAL ESTIMATED COST FOR ROAD CONSTRUCTION					$206,146
CITY TOTAL ESTIMATED PERCENTAGE OF RESPONSIBILITY FOR ROAD CONSTRUCTION					42.57%
CITY LAND RESPONSIBILITY	EAST PARKING AREA (EDWARDS TO DEED, CITY TO COMPENSATE DURING CONSTRUCTION)	$2.50	SQUARE FOOT	12162	$30,405
CITY TOTAL ESTIMATED COST					**$118,166**

SITE INFO:

TOTAL ANNEXATION AREA = 5.478 ACRES
TOTAL ROW DEED TO CITY FOR 900 EAST CONNECTION = 1.064 ACRES
TOTAL ROW DEED % OF ANNEXATION = 19.4%

HATCH PATTERN LEGEND:

- ASPHALT (EDWARDS RESPONSIBILITY)
- ASPHALT (CITY RESPONSIBILITY)
- LANDSCAPING (SEE DIAGRAM FOR RESPONSIBILITY)
- CONCRETE (SEE DIAGRAM FOR RESPONSIBILITY)
- ADDITIONAL PROPERTY DEEDED TO THE CITY FOR PARKING

SCALE VERIFICATION
0 1/2" 1" 2"

architectural design development
118 SOUTH 1100 EAST
AMERICAN FORK, UT 84003
T-(801) 492-8170
E-js@efconnect.com
JSJ DESIGN, LLC.

EDWARDS FAMILY SUBDIVISION
850 E. 50 S., AMERICAN FORK, UT 84003

DRAWING TITLE:
ANNEXATION AGREEMENT DIAGRAM

SCALE	
24x36	SHOWN
12x18	HALF
OTHER	NONE

REVISIONS:

DATE: 02/17/15

SHEET: A0.3

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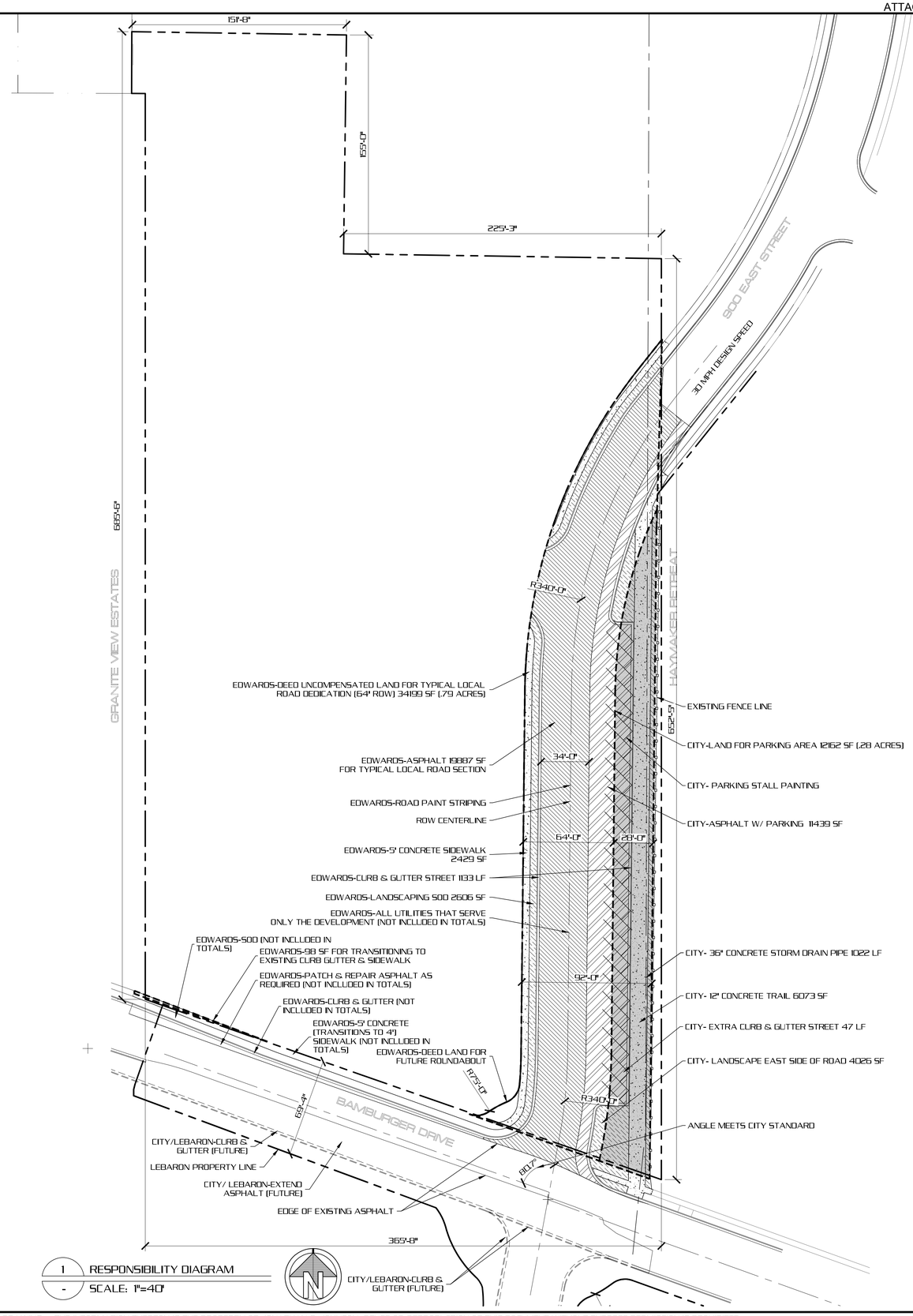

1 RESPONSIBILITY DIAGRAM
- SCALE: 1"=40'

ROAD RESPONSIBILITY BREAKDOWN

CITY RESPONSIBILITY- 900 EAST CONNECTION TO BAMBURGER

MATERIAL	DESCRIPTION	COST/UNIT	UNIT	QUANTITY	COST
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LANDSCAPING	DECORATIVE GRAVEL	$2.00	SQUARE FOOT	4026	$8,052
PAINTING	STRIPING PARKING STALLS	$500.00	ESTIMATE	1	$500
CITY TOTAL ESTIMATED COST FOR ROAD CONSTRUCTION					**$87,761**

EDWARDS RESPONSIBILITY-900 EAST CONNECTION TO BAMBURGER

MATERIAL	DESCRIPTION	COST/UNIT	UNIT	QUANTITY	COST
ASPHALT	3"-4" ASPHALT 8" ROAD BASE	$2.50	SQUARE FOOT	19887	$49,718
CURB & GUTTER	6" CURB 18" GUTTER	$17.00	LINEAL FOOT	1133	$19,261
SIDEWALK	5' SIDEWALK	$4.50	SQUARE FOOT	2429	$10,931
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EDWARDS TOTAL ESTIMATED COST FOR ROAD CONSTRUCTION					**$118,385**

TOTAL ESTIMATED COST FOR ROAD CONSTRUCTION					$206,146
CITY TOTAL ESTIMATED PERCENTAGE OF RESPONSIBILITY FOR ROAD CONSTRUCTION					42.57%
CITY LAND RESPONSIBILITY	EAST PARKING AREA (EDWARDS TO DEED, CITY TO COMPENSATE DURING CONSTRUCTION)	$3.41	SQUARE FOOT	12162	$41,472
CITY TOTAL ESTIMATED COST					**$129,233**

SITE INFO:

TOTAL ANNEXATION AREA = 5.478 ACRES
TOTAL ROW DEED TO CITY FOR 900 EAST CONNECTION = 1.064 ACRES
TOTAL ROW DEED % OF ANNEXATION = 19.4%

HATCH PATTERN LEGEND:

- ASPHALT (EDWARDS RESPONSIBILITY)
- ASPHALT (CITY RESPONSIBILITY)
- LANDSCAPING (SEE DIAGRAM FOR RESPONSIBILITY)
- CONCRETE (SEE DIAGRAM FOR RESPONSIBILITY)
- ADDITIONAL PROPERTY DEEDED TO THE CITY FOR PARKING

SCALE VERIFICATION
0 1/2" 1" 2"

architectural design development
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T-(801) 492-8170
E-js@efconnect.com
JSJ DESIGN, LLC.

EDWARDS FAMILY SUBDIVISION
850 E. 50 S., AMERICAN FORK, UT 84003

DRAWING TITLE:
ANNEXATION AGREEMENT DIAGRAM

SCALE	
24x36	SHOWN
12x18	HALF
OTHER	NONE

REVISIONS:

DATE: 02/17/15

SHEET: A0.3a

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Review and action on an agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South.

The Edwards Annexation consists of approximately 5.48 acres and is located in the vicinity of 850 East 50 South. The applicants intend to develop the area as: (1) a single-family residential subdivision and (2) a professional office area. In addition, a portion of land along the eastern boundary of the annexation area is proposed to be utilized as a parking area for a nearby park facility.

A portion of the annexation area is proposed as “professional office”. This area is along the north side of Bamberger Road, at the northwest quadrant of the future intersection of 900 East and Bamberger. Staff feels the request has merit as it will act as a buffer from the higher intensity commercial area to the south, to the lower density residential development which occupies most of this annexation area.

As part of the agreement, the applicants are requesting City participation in the construction of improvements along 900 West; a key aspect being a parking area which will provide parking facilities for a nearby park. Engineering has called out some stipulations as to the nature of this participation, highlighted in Section 6 of the Annexation Agreement.

Please note the two alternate concept plans; one illustrating a roundabout and one illustrating a standard intersection. There is discussion with the applicants on which configuration will ultimately be constructed. The uses identified in the concept plans remain the same, regardless of which intersection configuration ultimately is decided upon; and ultimately, this has little impact on the agreement itself.

Potential Motion

Mr. Chairman, I move that we recommend approval of the Edwards Annexation Agreement to the City Council.

PUBLIC HEARING
No comments were made, and the public hearing was closed.

Commission Discussion:
Harold Dudley questioned with the road connecting to State Street if the railroad would allow a crossing there.

Howard Denney stated at this point in time the answer is unsure. UTA is taking ownership of this rail section. There is talk of tracks coming in less than 20 years. At that time there will be a lot of negotiations on what crossings will remain open.

MOTION: Leonard Hight - To recommend approval of a land use map amendment in the area of 850 E. Bamberger Drive from the High Density Residential designation to the Professional Office designation. Seconded by Christine Anderson.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

3. Review and action on an agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South (7:15 p.m.)

Staff Presentation:
Wendelin Knobloch stated the concept plan shows most of the area as residential with the exception of the commercial lot on the southern end. The road is a collector road. An unusable parcel is created that has been put into parking. The pedestrian plan is being implemented with a 10-foot trail and bike lanes. The parking is for back-in parking. This will be the first time the City will implement this type of parking. There is another area on the west side of the LDS Temple for this type of parking. Section #6 in the agreement deals with compensation for 900 East that the City Council will address. The agreement shows all the relevant information.

Howard Denney reported there are some items to resolve on water rights and other technicalities before City Council.

MOTION: Christine Anderson - To recommend approval of the Edwards Annexation Agreement to the City Council. Seconded by Harold Dudley.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

4. Hearing, review and action on a commercial site plan for Standard Plumbing, located at 552 East 620 South in the GC-2 General Commercial zone (7:21 p.m.)

DRAFT

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department Administration **Director Approval** C Jensen

AGENDA ITEM Review and action of a resolution appointing Craig Whitehead and/or Amanda Durrant administrators of the City's Putnam 457 plan.

SUMMARY RECOMMENDATION Staff recommends approval of the resolution.

BACKGROUND The City manages a 457 deferred compensation plan for the fire department. The current authorized signers of the plan are no longer employed by the City; we need to have alternative signers of the deferred compensation plan in order to manage it.

Craig Whitehead, City Administrator and Amanda Durrant, Interim City Treasurer are the best choice for signers as they are signers on the City's other financial accounts. Also, due to their employment duties, their appointment provides an additional level of internal control for the account.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the resolution authorizing Craig Whitehead and/or Amanda Durrant to be signers of the American Fork City 457 deferred compensation plan.

SUPPORTING DOCUMENTS Resolution

.RESOLUTION 2015-

RESOLUTION AUTHORIZING CITY ADMINISTRATOR, D. CRAIG WHITEHEAD AND ACTING CITY TREASURER, AMANDA DURRANT, TO SIGN ON BEHALF OF THE CITY OF AMERICAN FORK, UTAH FOR AND WITH REGARDS TO THE CITY'S FIRE AND AMBULANCE 457 DEFERRED COMPENSATION PLAN, AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Melanie Marsh and Heidi Mitchell were the authorized signers for the 457 plan for the City's fire and ambulance 457 deferred compensation plan; and

WHEREAS, Melanie Marsh and Heidi Mitchell are no longer employed by the City, the City needs to authorize new signers for the 457 Plan.

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

SECTION 1: APPOINTMENT OF CITY'S AUTHORIZED SIGNERS FOR 457 PLAN.

D. Craig Whitehead, City Administrator and/or Amanda Durrant, Interim City Treasurer are authorized to execute an application for the purpose of investing in share of mutual funds and in contracts of other investments, including fixed and variable annuities, and the automatic reinvestment of all cash dividends paid with respect to such shares and interest earnings from such contracts, and to sell, assign transfer, withdraw from or surrender any or all of said shares and contracts, and is further authorized to execute such other documents, instruments, or activities as an insurance company or other issuer shall require for any of these activities under the adopted 457 deferred compensation plan.

SECTION II. AUTHORIZATION OF CITY RECORDER TO CERTIFY THIS RESOLUTION.

That Richard M. Colborn, City Recorder for the City of American Fork, is hereby authorized to execute the Certification set forth at the end of the Resolution, certifying the same.

SECTION III: SEVERABILITY.

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

SECTION IV. EFFECTIVE DATE.

This Resolution shall take effect upon passage, in accordance with the provisions of Section 10-3-719, Utah Code Annotated (1953, as amended).

PASSED AND ADOPTED by the American Fork City Council this _____ day of February, 2015.

_____

James H. Hadfield, Mayor, American Fork City

_____

Richard M. Colborn, City Recorder, American Fork City

CERTIFICATE OF CITY RECORDER

I, Richard M. Colborn, in my official capacity, certify:

A. That I am the City Recorder of the City of American Fork City, Utah, a municipal corporation duly organized and existing under the laws of the State of Utah.

B. That at a meeting of the governing board of said Municipal Corporation was duly and regularly convened and held on the 24th day of February, 2015, at which a quorum for the transaction of business was present and acting throughout.

C. That the above Resolution was duly and regularly adopted and is still in force and effect, is referenced in the official minutes of said meeting, and appears in the official record of said municipal corporation as above set forth.

D. That, to the best of my knowledge and belief; the foregoing Resolution is not contrary to any provisions of State law or any charter or Bylaws of the City.

E. That I have been duly authorized to make this Certification.

In witness whereof I hereunto set my hand and affix the corporate seal on this _____ day of February, 2015.

_____

Richard M. Colborn City Recorder, American Fork City

ACCEPTANCE OF APPOINTMENT AND SIGNATURE

I, D. Craig Whitehead of and for the City of American Fork, Utah do accept the above appointment and authority this _____day of February, 2015.

_____

D. Craig Whitehead, City Administrator
Authorized Officer Pursuant to Above Resolution
American Fork City

I, Amanda Durrant, Interim City Treasurer of and for the City of American Fork, Utah do accept the above appointment and authority this _____day of February, 2015.

_____

Amanda Durrant, Interim City Treasurer
Authorized Officer Pursuant to Above Resolution
American Fork City

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 10, 2015

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Final plat of Copper Ridge at Northshore Corp. Center Phase 1 consisting of 4 lots located at 782 South Auto Mall Drive in the PI-1 Planned Industrial zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of Copper Ridge at Northshore Corp. Center Phase 1 as stated in the attached minutes of the January 21, 2015 planning commission meeting.

BACKGROUND The applicant is attempting to finish a project that stalled during the recession and proposes a four lot subdivision in preparation for a site plan of a future tenant on lot 2. As part of this item the developer is requesting a waiver of the requirement to remove the half street residual of the old roundabout on Auto Mall Drive and rebuild a new driveway entrance as shown in the application materials. The planning commission recommended against the waiver due to safety concerns about the applicant's driveway. For further analysis please refer to the attached final plat, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

SUGGESTED MOTION I move to approve the ordinance adopting the final plat of Copper Ridge at Northshore Corp. Center Phase 1 consisting of 4 lots located at 782 South Auto Mall Drive in the PI-1 Planned Industrial zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the January 21, 2015 planning commission meeting.
- Denial of the waiver for removal of the residual roundabout with the finding that the current design poses safety concerns.

SUPPORTING DOCUMENTS

1. Ordinance
2. Plat
3. Staff report
4. Planning commission meeting minutes, January 21, 2015

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Ordinance approving an amended commercial site plan for Standard Plumbing, located at 552 East 620 South in the GC-2 General Commercial zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the amended commercial site plan for Standard Plumbing with conditions as stated in the attached minutes of the February 4, 2015 planning commission meeting.

BACKGROUND Standard Plumbing moved into the former Office Max location at 552 East 620 South and proposes to fence a portion of the rear parking area for outdoor sales and storage. In order to accommodate the neighboring property's needs for maneuvering space, a key to the gates will be provided (see attached email). In addition the Woodbury Corporation, who has contractual relationships with this parcel and owns property further south, has acknowledged the amendment without any objections (see attached email). For further analysis please refer to the attached site plan, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving an amended commercial site plan for Standard Plumbing, located at 552 East 620 South in the GC-2 General Commercial zone with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the February 4, 2015 planning commission meeting.

SUPPORTING DOCUMENTS

1. Ordinance
2. Site plan
3. Staff report
4. Planning commission meeting minutes, February 4, 2015

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDED COMMERCIAL SITE PLAN FOR STANDARD PLUMBING AT 552 EAST 620 SOUTH IN THE GC-2 GENERAL COMMERCIAL ZONE.

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

A. The Amended Commercial Site Plan for Standard Plumbing at 552 East 620 South, American Fork, Utah, as set forth in Attachment A, is hereby approved.

B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone _____.

C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

A. Hereafter, these amendments shall be construed as a 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.

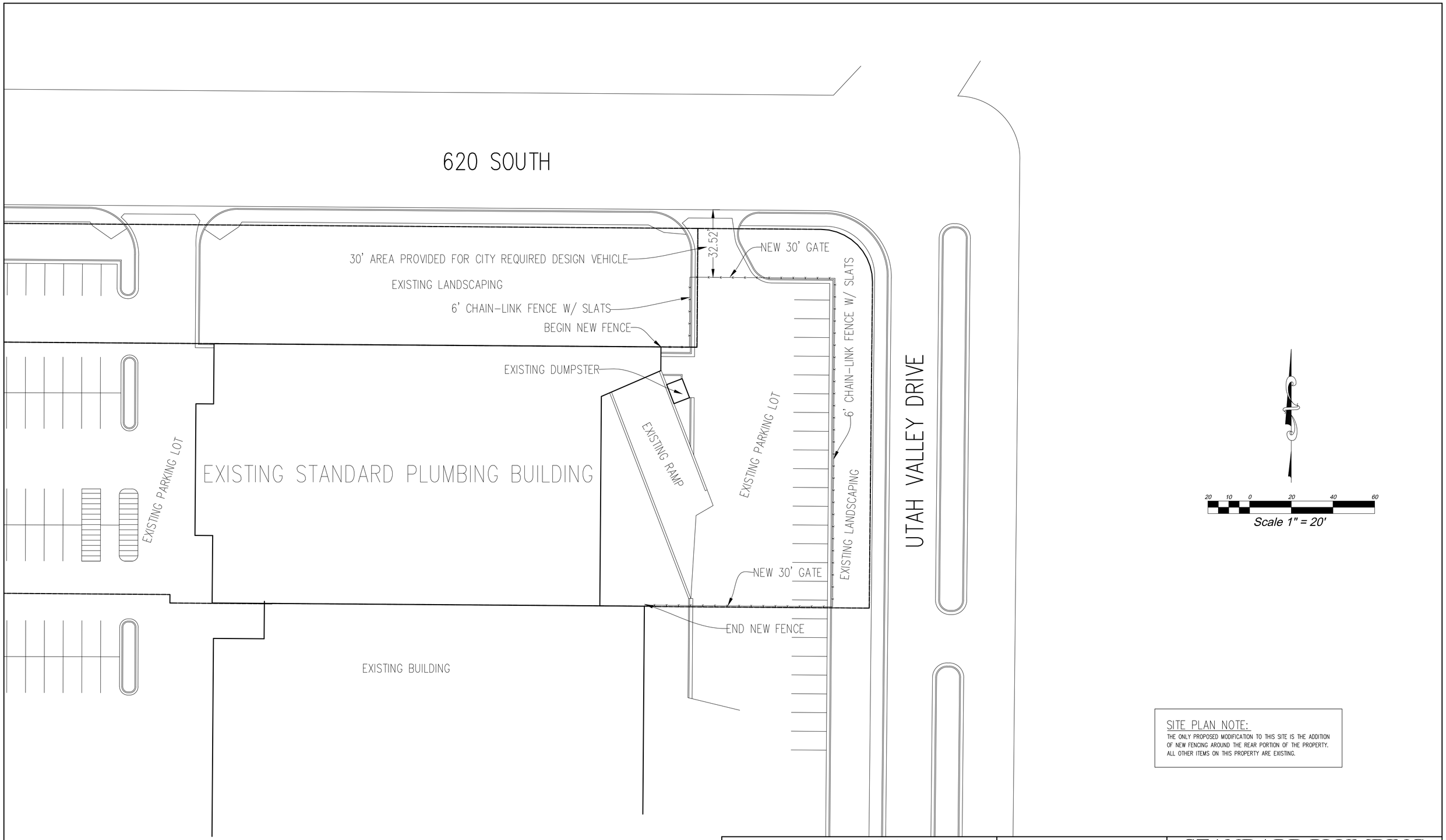
C. This ordinance shall take effect upon its passage and first publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 24 DAY OF FEBRUARY, 2015.

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder



SITE PLAN NOTE:
THE ONLY PROPOSED MODIFICATION TO THIS SITE IS THE ADDITION OF NEW FENCING AROUND THE REAR PORTION OF THE PROPERTY. ALL OTHER ITEMS ON THIS PROPERTY ARE EXISTING.

REVISIONS

Rev.	Date	Description

Developer: Standard Plumbing

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

STANDARD PLUMBING
AMERICAN FORK UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

SITE PLAN

Scale: 1"=20'
Date: 01/05/15
1 OF 1

From: **David Peterson** david@excelcivil.com
Subject: FW: Note regarding your AF Property
Date: January 29, 2015 at 4:02 PM
To: wendelin@afcity.net

DP

Wendelin,

Below is an email I sent to Adam.

Thanks,

David W. Peterson, P.E.
Excel Engineering, Inc.
12 West 100 North, #201
American Fork, UT 84003
Phone: 801-756-4504
Fax: 801-756-4511
Email: david@excelcivil.com

From: David Peterson [mailto:david@excelcivil.com]
Sent: Thursday, January 29, 2015 3:55 PM
To: aolsen@afcity.net
Subject: FW: Note regarding your AF Property

Adam,

Below is the letter from the adjacent owner granting permission to provide a gate with key for their loading dock use, if ever needed.

Thanks,

David W. Peterson, P.E.
Excel Engineering, Inc.
12 West 100 North, #201
American Fork, UT 84003
Phone: 801-756-4504
Fax: 801-756-4511
Email: david@excelcivil.com

From: Richard Reese [mailto:rreese@standardplumbing.com]
Sent: Monday, January 26, 2015 11:49 AM
To: EarlCo
Subject: Re: Note regarding your AF Property

Bruce,

Thank You So Very Much!

We look forward to being fine neighbors for you and your tenants.

Kind regards,

Richard Reese

Sent from my iPhone

Richard Reese

801-209-2800 mobile
801-233-4090 office direct
801-233-4092 fax
801-255-7145 assistant

On Jan 26, 2015, at 11:41 AM, EarlCo <earlco@the-earls.com> wrote:

> To whom it may concern:
>
> We the Earl Corporation have no objection to Standard Plumbing putting a fence around their property as long as we have keys to allow our trucks to use the existing easement as needed.
>
> Bruce Earl
> President
>
> Sent from my iPhone
>
> Bruce
>
> On Jan 13, 2015, at 2:48 PM, Richard Reese <richard.reese@standardplumbing.com> wrote:
>
>> Dear Mr. Earl,
>>
>> Thank you for your willingness to allows us to fence the Standard Plumbing property line area in the back area adjacent to your building.
>>
>> We will provide you with a key to the gates if there is ever an issue with access and the gates will be open during regular business hours.
>>
>> If you would kindly respond with an I agree to this proposal, I will present it to the planning commission who is reviewing our fence application? I am meeting with American Fork City on Thursday morning.
>>
>> Thank you again for your assistance.
>>
>> Kind Regards
>>
>> Richard N. Reese
>> Standard Plumbing Supply
>> 9310 South 370 West
>> Sandy, UT 84070
>>
>> rreese@standardplumbing.com

801-233-4090 Direct
801-209-2800 Mobile

David Peterson

From: Richard Reese <richard.reese@standardplumbing.com>
Sent: Wednesday, November 19, 2014 3:39 PM
To: david@excelcivil.com; doug.scheel@coldwellutah.com
Subject: FW: American Fork

TRC Materials
JAN 15 2015
Meeting

-----Original Message-----
From: Dallas Reid [mailto:dallasr@woodburycorp.com]
Sent: Wednesday, November 19, 2014 3:36 PM
To: Richard Reese
Subject: RE: American Fork

Hi Richard,

It was nice speaking with you. You have permission to install the fence in the back asphalted area subject to city approval.

Thanks,

Dallas Reid, MRED
Property Manager

-----Original Message-----
From: Richard Reese [mailto:rreese@standardplumbing.com]
Sent: Wednesday, November 19, 2014 11:13 AM
To: Dallas Reid
Subject: American Fork

Dallas,

Thank you very much for taking my call.

Please bill the common area expenses to:

Standard Plumbing Supply
P.O. Box 708490
Sandy, UT. 84070

As we discussed, would you please confirm your permission to install a security fence in the back blacktopped area? This will not interfere with the 15' landscaped area.

Thanks so very much.

Richard Reese
Standard Plumbing Supply

801-233-4090 office

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: February 4, 2015
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a commercial site plan for Standard Plumbing, located at 552 East 620 South, in the GC-2 (Planned Commercial) Zone.

ACTION REQUESTED: Recommendation to City Council.

BACKGROUND INFORMATION					
Location:		552 East 620 South			
Applicants:		Standard Plumbing/David Peterson			
Existing Land Use:		Commercial			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Industrial			
	South	Commercial			
	East	Vacant/Agriculture			
	West	Commercial			
Existing Zoning:		GC-2 (Planned Commercial)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	GC-2 (Planned Commercial)			
	East	PC (Planned Community)			
	West	GC-2 (Planned Commercial)			
Growth Plan Designation:		Design Commercial			
Zoning within density range?		x	Yes		No

Background

Standard Plumbing has moved in to the former Office Max location. The façade has been updated and this is set to be one of their prime locations for retail sales. As part of this remodel, they are requesting to fence off an area behind the store for outside sales; similar to what one would find at Cal Ranch, IFA, Home Depot, etc. They have indicated in initial discussions that they would like to have this sales area behind the building so as to not take away any parking spaces out front. In addition, the area directly north is not suitable as it is landscaped. By locating the outside sales area behind the building, access is still sufficient and it does not cause area in front to be used for something other than parking.

Staff can support the outside sales behind the building, but we have brought up some concerns to the applicants. Namely, by fencing off an area behind the building, it

interferes with the loading dock for the building directly adjacent to the south (former Cal Ranch). The applicants have stated they have talked with the property owner of the former Cal Ranch building and he has verbally agreed to the fence; so long as he (or any future tenant) can have access to the gate to open in order to more fully access their loading dock. Staff recommends a statement in writing from the adjacent owner to be placed in the file with any approval.

The area behind the building, to the east and across 600 E. is slated for residential development. There is a sizeable landscape buffer between the street and Standard Plumbing, with mature trees. There will also be a landscaped area between the street and future homes east of 600 East. As this outside sales area abuts future residential development, it should be maintained in a visually pleasing manner.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as "Design Commercial". The site is consistent with the Land Use Plan Designation.

FINDINGS OF FACT/CONDITIONS OF APPROVAL

After reviewing the application for site plan approval, the following finding of fact and conditions of approval are offered for consideration:

1. The proposed site plan meets the criteria as found in Section 17.7.601 of the Development Code.

2. Standard Plumbing shall submit a written statement from the adjacent property owner acknowledging the gate; allowing the adjacent owner access to the gate so that any future use of the loading dock shall not be compromised.

3. The outside sales area shall be maintained in an attractive, clean manner as it is adjacent to a future residential area.

POTENTIAL MOTIONS

Mr. Chairman, I move that we recommend approval of the commercial site plan for Standard Plumbing, located at 552 East 620 South, with the finding and conditions listed in the staff report and subject to any conditions listed in the engineering report.

Mr. Chairman, I move that we recommend denial of the commercial site plan for Standard Plumbing, located at 552 East 620 South, in the GC-2 (Planned Commercial) Zone.

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 2/4/2015

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

1. Project Name: Standard Plumbing

2. Type of Application:

   ☐ Subdivision Final Plat ☐ Subdivision Preliminary Plan ☐ Annexation

   ☐ Code Text Amendment ☐ General Plan Amendment ☐ Zone Change

   ☒ Commercial Site Plan ☐ Residential Accessory Structure Site Plan

3. Project Address: 552 East 620 South

4. Developer / Applicant's Name: Standard Plumbing/David Peterson

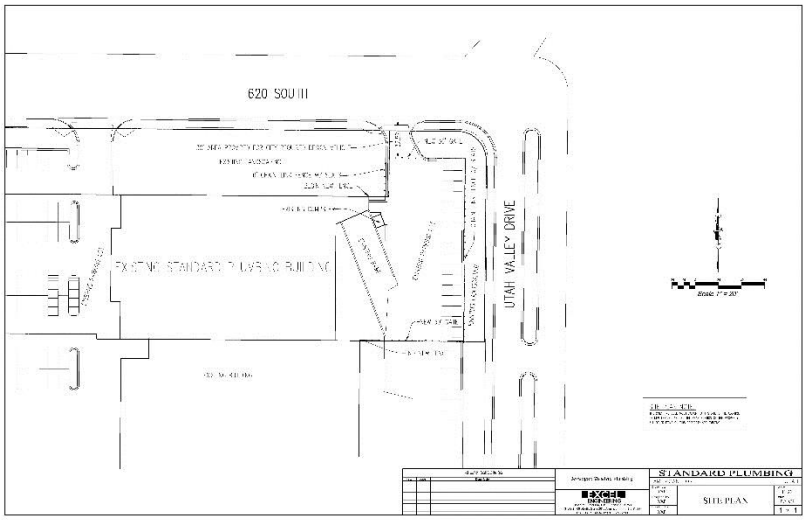
5. **Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

   A. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 2/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

6. **Applicant is requesting that the Planning Commission waive the following requirement:**

   A. N/A

7. **Plan Submittal:**



STANDARD CONDITIONS OF APPROVAL

8. **Standard Conditions of Approval:**

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

A. **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.
B. **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.
C. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
D. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
E. **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.
F. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
G. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
H. **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.
I. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
J. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
K. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
L. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
M. **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).

9. **Plan Modifications Required:**

A. N/A

PUBLIC HEARING
No comments were made, and the public hearing was closed.

Commission Discussion:
Harold Dudley questioned with the road connecting to State Street if the railroad would allow a crossing there.

Howard Denney stated at this point in time the answer is unsure. UTA is taking ownership of this rail section. There is talk of tracks coming in less than 20 years. At that time there will be a lot of negotiations on what crossings will remain open.

MOTION: Leonard Hight - To recommend approval of a land use map amendment in the area of 850 E. Bamberger Drive from the High Density Residential designation to the Professional Office designation. Seconded by Christine Anderson.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

3. Review and action on an agreement for the Edwards Annexation consisting of 5.48 acres located in the area of 850 East 50 South (7:15 p.m.)

Staff Presentation:
Wendelin Knobloch stated the concept plan shows most of the area as residential with the exception of the commercial lot on the southern end. The road is a collector road. An unusable parcel is created that has been put into parking. The pedestrian plan is being implemented with a 10-foot trail and bike lanes. The parking is for back-in parking. This will be the first time the City will implement this type of parking. There is another area on the west side of the LDS Temple for this type of parking. Section #6 in the agreement deals with compensation for 900 East that the City Council will address. The agreement shows all the relevant information.

Howard Denney reported there are some items to resolve on water rights and other technicalities before City Council.

MOTION: Christine Anderson - To recommend approval of the Edwards Annexation Agreement to the City Council. Seconded by Harold Dudley.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

4. Hearing, review and action on a commercial site plan for Standard Plumbing, located at 552 East 620 South in the GC-2 General Commercial zone (7:21 p.m.)

DRAFT

Staff Presentation:
Wendelin Knobloch reported Standard Plumbing has moved into an existing building that was Office Max previously. Standard Plumbing is already operating and has renovated the facade. They are asking for an enclosure behind the building. The difficulty with a fence like this is twofold. It restricts movement on the side with gates on the north and south ends. The problem comes with the neighbor needing to move through to their dock. The petitioner has provided an email that the neighbor agrees with the arrangement, and a key will be provided to the gate. It doesn't address what happens if the neighbor changes. The City has not received any confirmation from the Woodbury Corporation who is the owner of the shopping center.

Howard Denney stated the sales representative has given authorization for the installation of the fence.

Developer Presentation:
Richard Reese stated they have a letter from the Woodbury Corporation, who was not involved in the construction of this building. They have contractual responsibility for the landscaping around the property. The letter from the property manager gives permission for the fence. The neighbor to the south has given permission also. Gates would be open during business hours so there shouldn't be an issue. Any secondary retail areas may include a satellite business. They purchased the building and moved from Lehi to American Fork. They comply with zoning. The fenced area is for outdoor sales such as 20-foot long pipe that doesn't fit inside the store. The outdoor area is not currently up to the level they would like. They will do whatever requirements are necessary for the neighboring areas. This will be their largest square-foot store. They have applied for a permit for a chain-link fence with slats. They are happy to add bushes in the landscaping/park strip area.

Commission discussion:
John Woffinden stated the residential area is not developed currently.

Harold Dudley suggested that this be approved on the condition that Standard Plumbing the owner of parcel 57:033:0001 provide the City a recorded document as a reciprocal access agreement for parcel 57:023:0004 so it runs with the land in perpetuity for the purpose of loading and unloading. The original site plan allowed free movement in this area.

Richard Reese stated there is a reciprocal easement in front and back. Their challenge has been with Woodbury Corporation, who really has no interest in this property.

PUBLIC HEARING
No comments were made, and the public hearing was closed.

MOTION: Harold Dudley - To recommend approval of the site plan for Standard Plumbing located at 552 East 620 South with the findings and conditions listed in the staff report and subject to any conditions listed in the engineering report with the additional two conditions, (1) that all storage material remain one foot below the top of the fence and (2) the applicant either produce the reciprocal access agreement to staff for review and/or get

a reciprocal access agreement with the adjacent property owner. And that either one of those conditions, the staff review that with whomever, the legal counsel of the City, whomever to make sure that reciprocal access agreement that the fence or gating doesn't violate, that this falls within that legal parameters of that, that keeps that open when need be.

Findings:

- **The proposed site plan meets the criteria as found in Section 17.7.601 of the Development Code.**

Conditions:

- **Standard Plumbing shall submit a written statement from the adjacent property owner acknowledging the gate; allowing the adjacent owner access to the gate so that any future use of the loading dock shall not be compromised.**
- **The outside area shall be maintained in an attractive, clean manner as it is adjacent to a future residential area.**
- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 2/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Leonard Hight.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

5. Election of Planning Commission Officers (7:43 p.m.)

MOTION: Harold Dudley – To remain as now constituted (John Woffinden as Chair, Eric Franson as Vice Chair). Seconded by Leonard Hight.

Yes	-	Christine Anderson	
		Harold Dudley	
		Leonard Hight	
		John Woffinden	Motion passes.

6. Other Business (7:45 p.m.)

Harold Dudley discussed that he has spoken to Adam Olsen on an issue; and with a full Commission present, it would be more appropriate. A year or two ago the Commission discussed the thought of reducing the rear setback in residential zones. His neighbor wants to add to the back of his house, which is a corner lot. Currently the rear setback is 30 feet with 50% of the house going to 25 feet. His neighbor would like to go to 15 feet. He went to the Board of Adjustment years ago, but there is no hardship. Orem allows up to 10 feet on a corner lot because

DRAFT

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department **Public Works** **Director Approval** _____

AGENDA ITEM Acceptance of quote submitted by Contech Engineered Solutions in the amount of $184,770 and authorize the purchase of a precast bridge to be installed at approximately 980 North 500 East in association with the Art Dye Park north access project.

SUMMARY RECOMMENDATION Staff is aware of the time constraints that exist for the manufacture of a precast bridge structure to be placed in conjunction with the 500 E & 980 N Art Dye Park Access project. Whereas manufacture lead time is approximately 12 - 16 weeks, it is proposed that we move forward to authorize the construction of the bridge structure.

BACKGROUND
Staff is currently working to complete all documents necessary to bid the 500 E & 980 N Art Dye Park Access project. In conjunction with this project the above referenced bridge will be placed across the American Fork River, completing the north access into Art Dye Park. This work is contingent upon sufficient easement and property acquisition to complete the project.

It is the desire of staff that this project move forward as timely as possible for the ultimate benefit of the residents of American Fork. To this end it appears to be in our best interest to order the precast bridge materials at this time as the bridge manufacture time could extend to 16 weeks from the date of design approval.

BUDGET IMPACT Funding has been allocated in the capital budget and identified as General Fund for a total of $330,000.

SUGGESTED MOTION Move to approve the purchase of a precast bridge from Contech Engineered Solutions in the amount of $184,770 and authorize staff to proceed with preparing the required purchase agreement.

SUPPORTING DOCUMENTS Quotation from Contech Engineered Solutions

Quotation

Quote # QUO-208918-Z6K2V5

Date	2/19/2015	**Account Name**	American Fork City	**Reply-To**	
Quote #	QUO-208918-Z6K2V5	**Contact Name**	Andrew Spencer	**Contech Rep.**	Russ Lakey
		Phone	(801) 763-3050	**Address**	1224 West Stock Road, Ogden, UT, 84401
Project Name	Art Dye Park	**Fax**	(801) 763-3005	**Phone**	801-860-3060
Project #	512575	**Email**	ASpencer@afcity.net	**Fax**	801-334-2499
Project City/State	American Fork, UT			**Email**	RLakey@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	CON/SPAN B-Series - Span (ft) : 36, Precast Rise (ft) : 10, Length (ft) : 72, Cells : 1, Headwalls Upstream - Type : Detached-Collar, Headwalls Upstream: Ht above top of unit (ft) : 4.99, Headwalls Downstream - Type : Detached-Collar, Headwalls Downstream: Ht above top of unit (ft) : 6.34, Wingwall Product- Type : Anchor Wall, Wingwall #1: Length (ft) : 12.33, Wingwall #2: Length (ft) : 12.33, Wingwall #3: Length (ft) : 12.33, Wingwall #4: Length (ft) : 12.33, Heaviest Pick Weight - Tons : 27.5	1.00	1.00	$186,840.00	EA	$186,840.00
					Total	$186,840.00
				(Tax not included)	**Net Total**	$186,840.00

Standard Notes

1.All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.

2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of $75.00 per hour thereafter will be added.

3.Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.

4.Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.

5.In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials on requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 10% of the total order for materials that are not shipped within 30 days after the requested delivery date for storage and handling.

6.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.

7.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.

8.Prices quoted do not include assembly. Some or substantial assembly is required and is the responsibility of Buyer.

9.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.

10.The estimated lead time for the submittal package is 3-4 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. The estimated manufacturing lead time for this material is 10-12 weeks from the receipt of approved submittal documents.

11.The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.

12.This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.

13.This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

14.This quote is based on live off loading ONLY, Staging/Jockeying of trailers can be provided upon request for an additional fee.
Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser.
Specialized haulers and or equipment are utilized in the shipping of bridge components (ie “trailer rental”), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser.

Quotation

Quote # QUO-208918-Z6K2V5

Scope Of Work

CON/SPAN

CON/SPAN pricing includes precast concrete units, associated headwalls and wingwalls with mounting hardware (if applicable and specified), joint sealant material, masonite shims, filter fabric for vertical wingwall joints and perforated drain tile behind precast wall system. Contech will provide contract drawings, fabrication drawings, structural calculations upon request, and on-site consultation during installation of precast units.

Pricing does not include any site preparation, foundation work, installation of any kind, or backfill monitoring. As part of the construction process, the contractor is to perform the items listed below in accordance with the Contech contract drawings:

1. Construct cast-in-place foundations or install precast foundations as appropriate
2. Unload and set structure utilizing crane
3. Grout the unit legs and wingwalls into the keyway
4. Apply all joint sealing material
5. Excavate for and backfill the structure (Select backfill material is required per CONTECH specifications)
6. Any and all permits, inspection fees, flagmen, barricades, flares, traffic control devices, utility protection, and/or other safety devices as may be required

All materials and services that are not expressly included in the aforementioned scope of work are excluded and subject to additional charges.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance		**Contech Engineered Solutions LLC.**	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		**By**	Russ Lakey
Company		**(O)**	801-860-3060
By		**(F)**	801-334-2499
Title		**(Cell)**	
Date		**Title**	

Quote # QUO-208918-Z6K2V5

Contech - CONDITION OF SALES

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the goods sold under this contract are free from defects in material and workmanship for a period of one year after the date of delivery. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty , governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to goods manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph. paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. If this proposal includes furnishing labor to install products, applicable use taxes have been included in the prices quoted. However, no other tax imposed in respect of the sale of the products sold hereunder is included in any quotation by Seller. Any tax shall be added and paid by Buyer as part of the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired.termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 06/08

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
February 24, 2015

Department **Public Works** **Director Approval** _____

AGENDA ITEM Acceptance of a change order to the 2014 – 15 Utah Valley Drive Sewer Rehabilitation Project with C & L Water Solutions.

SUMMARY RECOMMENDATION Staff recognizes that accepting this change order would require finding a funding source outside of the current budget. While this is not an ideal situation, staff feels it is in the best interest of the City and its residents to proceed with the approval of this change order and authorize additional work be done on 860 East.

BACKGROUND
Staff is currently working with C & L Water Solutions contracted to perform sewer line rehabilitation along Utah Valley Drive. In the course of normal maintenance events, we became aware of substantial infiltration into the existing sewer system in 860 East. Because an identical project is underway on Utah Valley Drive the City is able to capture cost savings. Staff has reviewed the proposed change order to insure prices are lower than if we were to bid the project as a stand-alone project. Project is anticipated to cover costs through savings at TSSD in 5 years.

BUDGET IMPACT Funding will require a budget adjustment from the Utility Enterprise Fund Balance.

SUGGESTED MOTION Move to approve the change order to C & L Water Solutions in the amount of $211,970 and authorize staff to proceed with the execution of said change order.

SUPPORTING DOCUMENTS Contract Change Order

CONTRACT CHANGE ORDER

Date: February 19, 2015

Project: 2014 – 15 Sewer Rehabilitation Project – Utah Valley Drive
Location: 860 East
Change Order No.: 1

To: C & L Water Solutions
12249 Mead Way
Littleton, CO 80125

You are hereby requested to comply with the following changes from the contract plan and specifications.

Item No.	Description of Changes, Quantities, Units Prices, Change in Completion Schedule, etc.	Decrease in Contract Price	Increase in Contract Price
1	Rehabilitation of 2,200 lf sewer line and (7)		$211,970
	Manholes.		
	Change in contract price due to this Change Order:		
	Total Increase		$211,970
	Total Decrease	-0-	
	Difference between Col. 3 & 4		
	Net increase		$211,970

The sum of $ 211,970.00 is hereby added to the total contract price and the total adjusted contract price to date thereby is $ 484,045.00.

The time provided for completion in the contract has been increased by 15 calendar days. This Document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: _____ _____
Date

Accepted by: _____ _____
Date

Accepted by: _____ _____
Date