

AMERICAN FORK CITY COUNCIL

MARCH 10, 2015

***AMENDED - NOTICE OF PUBLIC HEARING, REGULAR SESSION & AGENDA**

PUBLIC HEARING

The American Fork City Council will meet in a public hearing on **Tuesday, March 10, 2015, in the American Fork City Hall, 31 North Church Street** as follows:

7:20 p.m. Receiving of public comment regarding the vacating of a portion of the Right-of-way at approximately 782 South Auto Mall Drive - *Staff*

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, March 10, 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 Clark Taylor; roll call.
2. Presentation of a Chamber of Commerce Local Hero's Award to Ryan Kimball.
3. Twenty-minute public comment period – limited to two minutes per person.
4. City Administrator's Report.
5. Council Reports concerning Committee Assignments.
6. Mayor's Report

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

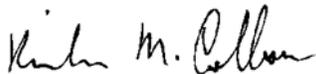
1. Approval of the February 11, 2015 City Council retreat minutes.
2. Approval of the February 24, 2015 City Council minutes.
3. Approval of the City bills for payment, manually prepared checks, and purchase requests over \$25,000. – *Cathy Jensen*

ACTION ITEMS

1. Review and action on an Ordinance vacating a portion of the roadway at approximately 782 South Auto Mall Drive for Copper Ridge at Northshore Corp. Center Phase 1 - *Staff*
2. Review and action on appointments to Citizen Committees and Boards. - *Mayor Hadfield*
 - a. Planning Commission – Nathan Shellenberg to 2021
 - b. Historic Preservation Committee – Rebecca P. Allen to 2019
3. Review and action on the Ordinance of Annexation for the Edwards Annexation consisting of 5.48 acres 850 East 50 South and placement of the property in the R3-7500 Multiple Family zone and the PO-1 Professional Office zone. – *Kevin & Jill Edwards*
4. Review and action on a Resolution indicating the City's intent to annex the Mills Annexation consisting of .0281 acres at approximately 235 North 1075 East. – *Terry & Christi Mills*

5. Review and action on a development agreement with Walnut Property Management regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with the Walnut Court (formerly Bybee Court) Cottage Development Subdivision at approximately 350 West 400 North. – *Walnut Property Management*
6. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
 - a. Review and action on an Ordinance approving a commercial site plan for a Popeyes restaurant located at 1027 West State Street in the SC-1 Planned Shopping Center zone. – *Benchmark Civil Engineering*
 - b. Review and action on the final subdivision plat of Roderick North Pointe Amended, consisting of two lots, located at 558 East 1100 South in the PI-1 Planned Industrial zone. – *Roderick Enterprises*
 - c. Review and action on an Ordinance adopting the final plat and site plan of Z-Act Home Development Inner-Block Cottage Project, consisting of three single family cottages and a twin-home, located at 109 South 200 East in the R-2 7,500 Residential and R-4 7,500 Residential zones. – *Z-Act LLC*
7. Review and action on a Memorandum of Understanding with the National Park Service and the Utah State Historic Preservation Office regarding the Rehabilitation of Cave Camp Spring. – *Andy Spencer*
8. Review and action on a Mutual Aid Inter-local Agreement for Utah Public Works Emergency Management. – *Dale Goodman*
- *9. Discussion and action to make an exception for Extreme Party Innovations to use inflatables in American Fork City Parks for a one-time party hosted by Influence Real Estate (Mike Wagner) on Saturday, March 28, 2015 at Bamberger Park in the City of American Fork. – *Audra Sorensen*
10. Adjournment

Dated this 9 day of March, 2015



Richard M. Colborn
City Recorder



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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on the vacation of a portion of Auto Mall Drive for the Copper Ridge at Northshore Corp. Center Phase 1 plat.

SUMMARY RECOMMENDATION Staff recommends approval.

BACKGROUND Per City Council motion on February 24, 2015, the Copper Ridge at Northshore Corp. Center Phase 1 plat was subject to the formal vacation by the City of the southern leg of the former roundabout. A hearing has been scheduled and duly advertised to be held the evening of March 10, 2015 to complete the vacation process for the roundabout. Advertising documents and a quit-claim deed for conveyance are attached.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the vacation of a portion of Auto Mall Drive and directing the City Recorder to withhold recording of the quit-claim deed until the Copper Ridge at Northshore Corp. Center Phase 1 plat can be recorded sequentially.

SUPPORTING DOCUMENTS

1. Public Hearing notice
2. Ordinance
3. Quit-Claim Deed
4. Site drawing

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF THE RIGHT-OF-WAY AT 782 SOUTH AUTO MALL DRIVE, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request by adjacent owners of property at 782 South Auto Mall Drive to vacate a portion of said Street, and

AND WHEREAS, all utility facilities present in the proposed vacation area will remain, and

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said street and a public hearing was held on 10 March 2015 regarding such intent and carefully considered the comments of the public thereof.

THEREFORE BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of right-of-way at 782 South Auto Mall Drive

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the right-of-way at 782 South Auto Mall Drive and that vacating it will not be detrimental to the public interest.
- B. Legal Description:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT NORTHWEST CORNER;
THENCE S.00°05'45"E. A DISTANCE OF 802.81 FEET ALONG THE SECTION LINE;
THENCE EAST A DISTANCE OF 65.22 FEET;
THENCE N.54°07'34"E. A DISTANCE OF 367.23 FEET;
THENCE S.37°05'31"E. ALONG THE WEST SIDE OF AUTO MALL DRIVE A DISTANCE OF 227.19 FEET TO THE REAL POINT OF BEGINNING.
THENCE S.37°05'31"E. A DISTANCE OF 179.90 FEET TO A POINT OF CURVATURE OF A 83.92-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;
THENCE NORTHWESTERY A DISTANCE OF 117.81 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 80°26'13" AND A CHORD THAT BEARS N.85°32'22"W. A DISTANCE OF 108.37 FEET;
THENCE S.54°07'34"W. A DISTANCE OF 35.01 FEET;
THENCE N.35°52'26"W. A DISTANCE OF 54.50 FEET;
THENCE N.54°02'14"E. A DISTANCE OF 33.49 FEET TO A POINT OF CURVATURE OF A 85.63-FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE NORTHEASTERLY A DISTANCE OF 103.63 FEET ALONG THE ARC OF SAID

CURVE HAVING A CENTRAL ANGLE OF 69°20'44" AND A CHORD THAT BEARS N.19°38'16"E. A DISTANCE OF 97.42 FEET TO THE REAL POINT OF BEGINNING. CONTAINING 0.15 ACRES.

SECTION II: SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance 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 any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. **PASSED AND ADOPTED** by the City Council of American Fork City this 10 day of March, 2015.

ATTEST:

James H. Hadfield, Mayor

Richard M. Colborn, City Recorder

RECORDING REQUESTED BY:
AMERICAN FORK CITY
51 EAST MAIN STREET
AMERICAN FORK UT 84003

QUIT-CLAIM DEED

AMERICAN FORK CITY, organized and existing under the laws of the State of Utah, with its principal office at 51 East Main Street, American Fork, Utah, 84003, Grantor, of Utah County, State of Utah, hereby Quit-Claim to JMCC Properties, LLC, a Utah limited liability company, at 782 South Auto Mall Drive, American Fork, Utah, 84003, Grantee, for the sum of ten dollars and other good and valuable consideration, the following described tract of land in Utah County, State of Utah, to-wit.

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT NORTHWEST CORNER; THENCE S.00°05'45"E. A DISTANCE OF 802.81 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 65.22 FEET; THENCE N.54°07'34"E. A DISTANCE OF 367.23 FEET; THENCE S.37°05'31"E. ALONG THE WEST SIDE OF AUTO MALL DRIVE A DISTANCE OF 227.19 FEET TO THE REAL POINT OF BEGINNING.

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CONTAINING 0.15 ACRES.

Less and accepting any public utility easements over the described properties.

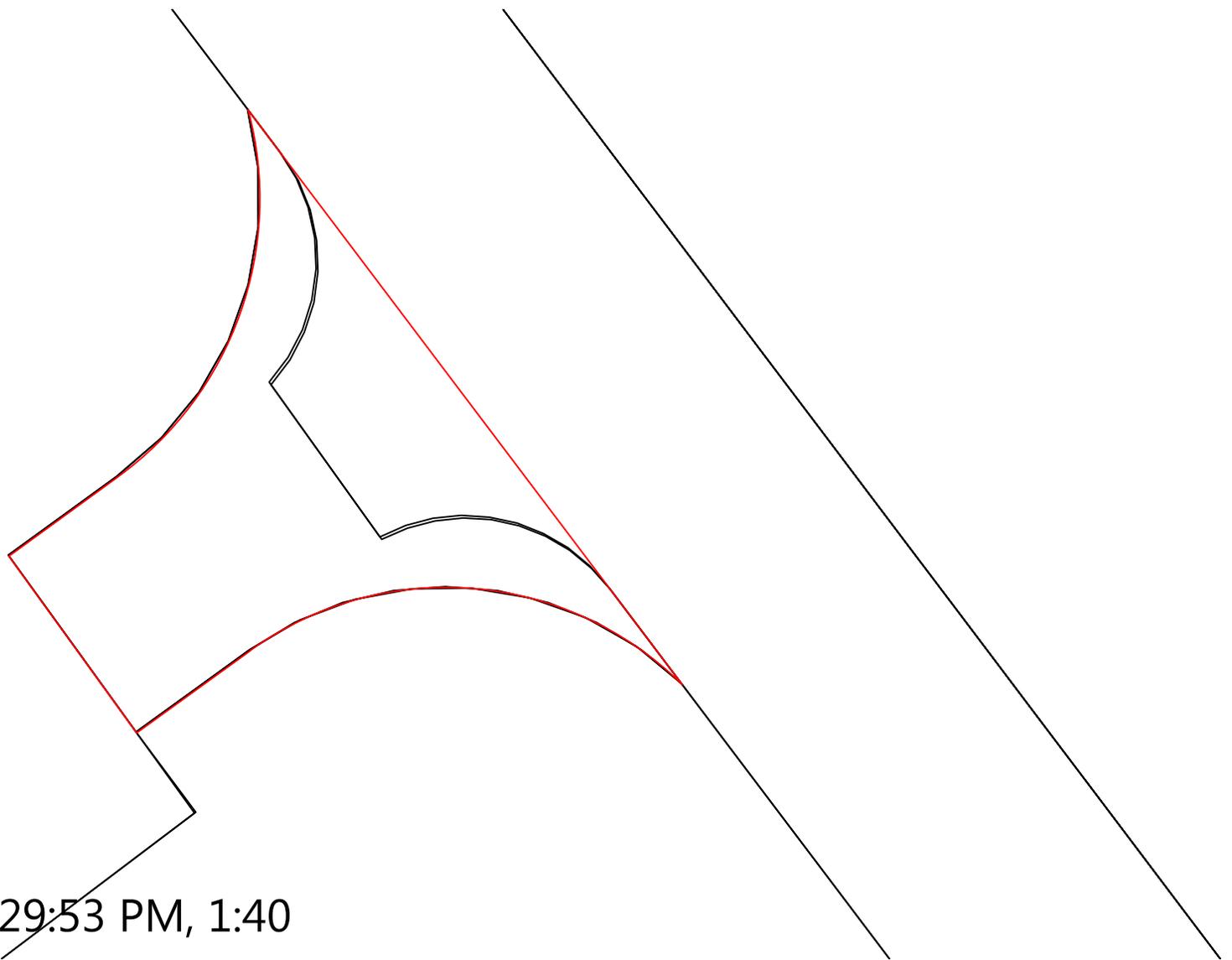
Witness the hand of said Grantor this _____ day of _____, 2015.

AMERICAN FORK CITY

James H. Hadfield, Mayor

ATTEST:

Richard Colborn, City Recorder



2/19/2015 4:29:53 PM, 1:40

NOTICE OF INTENT TO VACATE A PORTION OF STREET RIGHT-OF-WAY
& PUBLIC HEARING

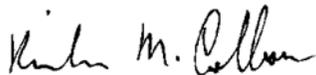
Notice is hereby given that American Fork City will hold a public hearing on Tuesday, March 10, 2015, at 7:20 p.m. in the City Hall, 31 North Church Street, for the purpose of receiving of public comment regarding the vacating of a portion of the street right-of-way at 782 South Auto Mall Drive.

A Portion of the Right-of-Way at 782 South Auto Mall Drive to be Vacated

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT NORTHWEST CORNER;
THENCE S.00°05'45"E. A DISTANCE OF 802.81 FEET ALONG THE SECTION LINE;
THENCE EAST A DISTANCE OF 65.22 FEET;
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THENCE N.54°02'14"E. A DISTANCE OF 33.49 FEET TO A POINT OF CURVATURE OF A 85.63-FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE NORTHEASTERLY A DISTANCE OF 103.63 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 69°20'44" AND A CHORD THAT BEARS N.19°38'16"E. A DISTANCE OF 97.42 FEET TO THE REAL POINT OF BEGINNING.
CONTAINING 0.15 ACRES.

Dated this 24 day of March, 2015



Richard M. Colborn
City Recorder



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

Department Administration

Director Approval *Richard M. Colborn*

AGENDA ITEM Review and action on the Ordinance approving the Edwards Annexation at 850 East 50 South consisting of 5.48 acres to be placed in the R3-7,500 Residential zone and the PO-1 Professional Office zone.

SUMMARY RECOMMENDATION Approval of the Ordinance

BACKGROUND The Edwards Annexation Agreement had been approved previously.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Ordinance of Annexation for the Edwards Annexation at 850 East 50 South consisting of 5.48 acres to be placed in the R3-7,500 Residential zone and the PO-1 Professional Office zone.

SUPPORTING DOCUMENTS

1. Ordinance

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE SUBJECT TO ALL OF THE ORDINANCES AND REGULATIONS THEREOF, AND THAT THE DESCRIPTION OF THE BOUNDARIES OF AMERICAN FORK CITY AS SET FORTH IN SECTION 1.12.010 OF THE REVISED ORDINANCES BE AMENDED TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

ORDINANCE NO.
EDWARDS ANNEXATION (850 EAST 50 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R3-7500 RESIDENTIAL ZONE AND THE PO-1 PROFESSIONAL OFFICE ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE EDWARDS ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 10 DAY OF MARCH, 2015.

JAMES H. HADFIELD, MAYOR

ATTEST:

STATE OF UTAH
COUNTY OF UTAH

I, RICHARD M. COLBORN, RECORDER OF AMERICAN FORK CITY, UTAH, DO HEREBY CERTIFY THE ABOVE AND FOREGOING TO BE A FULL, TRUE AND CORRECT COPY OF AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 10 DAY OF MARCH, 2015.

RICHARD M. COLBORN, RECORDER

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AMERICAN FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

DATE

SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°24'13" EAST ALONG SECTION LINE 897.29 FEET AND WEST 253.83 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH ALONG THE FRAUGHTON/GRAY ANNEXATION A DISTANCE OF 652.44 FEET; THENCE NORTH 70°44'59" WEST ALONG THE LEBARON ANNEXATION A DISTANCE OF 387.33 FEET; THENCE NORTH ALONG THE LEONARD'S ANNEXATION A DISTANCE OF 641.73 FEET; THENCE NORTH 89°48'53" WEST ALONG THE LEONARD'S ANNEXATION A DISTANCE OF 9.68 FEET; THENCE NORTH 0°10'27" EAST ALONG THE NORTH GRANITE VIEW ANNEXATION A DISTANCE OF 43.75 FEET; THENCE SOUTH 89°07'00" EAST ALONG THE BETTY OLSEN ANNEXATION A DISTANCE OF 152.08 FEET; THENCE SOUTH 0°45'55" WEST ALONG THE ROUNDY SECOND ANNEXATION A DISTANCE OF 155.02 FEET; THENCE SOUTH 89°07'42" EAST ALONG THE ROUNDY SECOND ANNEXATION A DISTANCE OF 225.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.48 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD 1927, CENTRAL ZONE.

ATTACHMENT B

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:

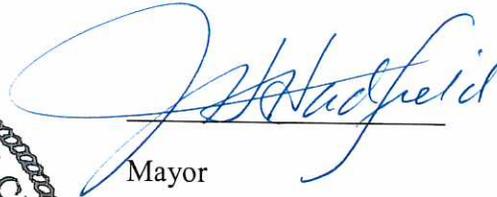
- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
- b. If to Applicants, to Kevin and Jill Edwards, 886 E. 50 S. American Fork Utah, 84003

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

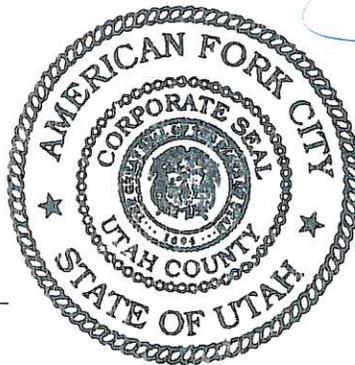
MAYOR



Mayor

JILL EDWARDS

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 3

SITE INFO:
 100% SUBDIVISION AREA 5.49 ACRES
 100% RESIDENTIAL
 PROFESSIONAL PROJECT NO. 2017-01

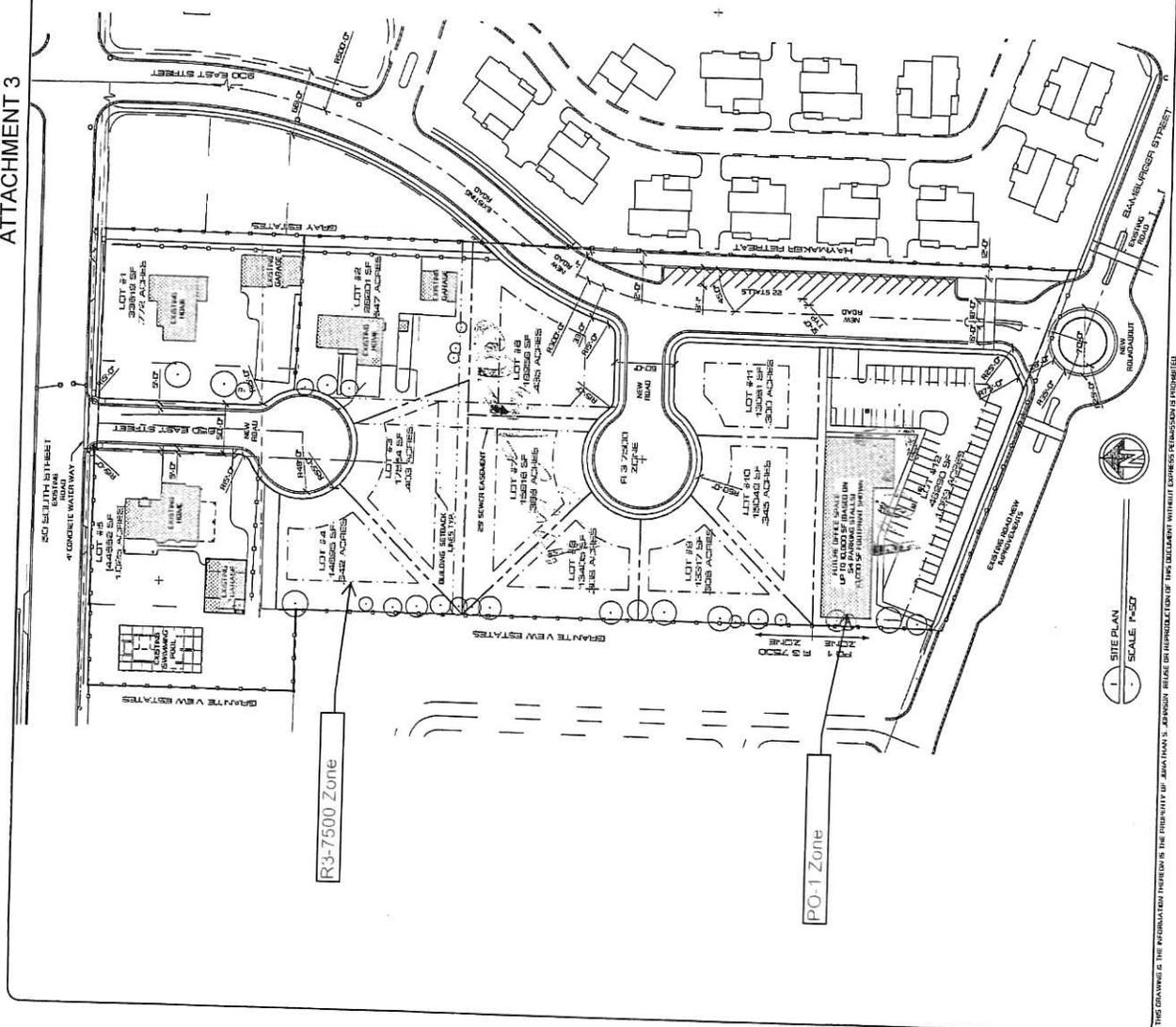
EDWARDS FAMILY
 SUBDIVISION
 850 E 50 S AMERICAN FORK, UT 84003

DRAWING TITLE:
 SITE CONCEPT PLAN

SCALE	DATE
DATE	BY
BY	CHKD
CHKD	APP'D
APP'D	DATE

DATE: 01/17/15
 BY: [Signature]
 CHKD: [Signature]
 APP'D: [Signature]
 DATE: [Blank]
 BY: [Blank]
 CHKD: [Blank]
 APP'D: [Blank]
 DATE: [Blank]
 BY: [Blank]
 CHKD: [Blank]
 APP'D: [Blank]

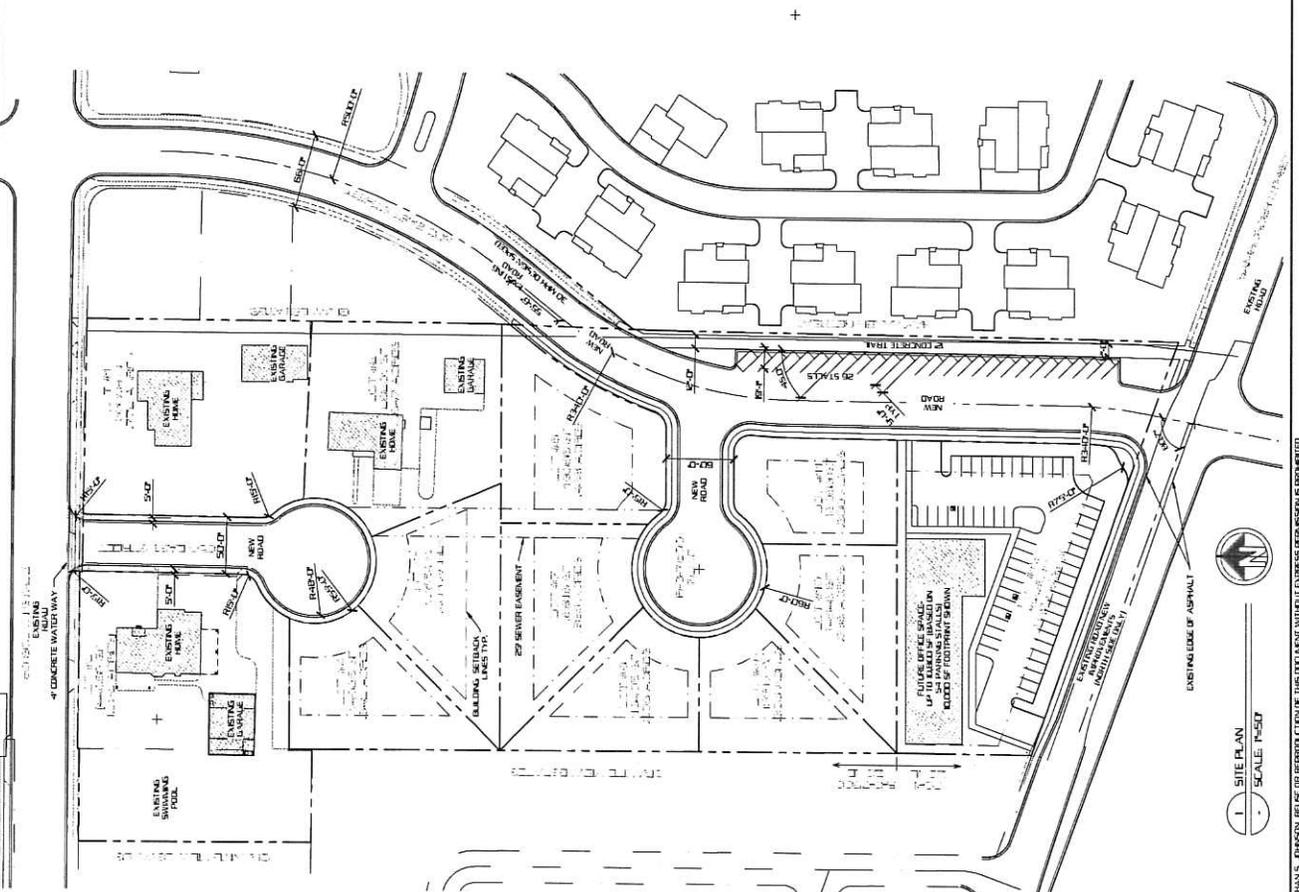
SCALE: VERIFICATION
 0' 1" = 20'



© THE DRAWING IS THE PROPERTY OF BARKER & BARKER. REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT EXPRESS PERMISSION IS PROHIBITED.

SITE INFO:
 1. SITE AREA: 1.15 ACRES
 2. ZONING: R1-10
 3. SUBDIVISION: EDWARDS FAMILY SUBDIVISION
 4. PROJECT: 850 E 50 S, AMERICAN FORK, UT 84003

ATTACHMENT 4A



THIS DRAWING & THE INFORMATION THEREON IS THE PROPERTY OF JONATHAN S. JOHNSON. RELEASE OR REPRODUCTION OF THIS DOCUMENT WITHOUT EXPRESS PERMISSION IS PROHIBITED.

Parcel A

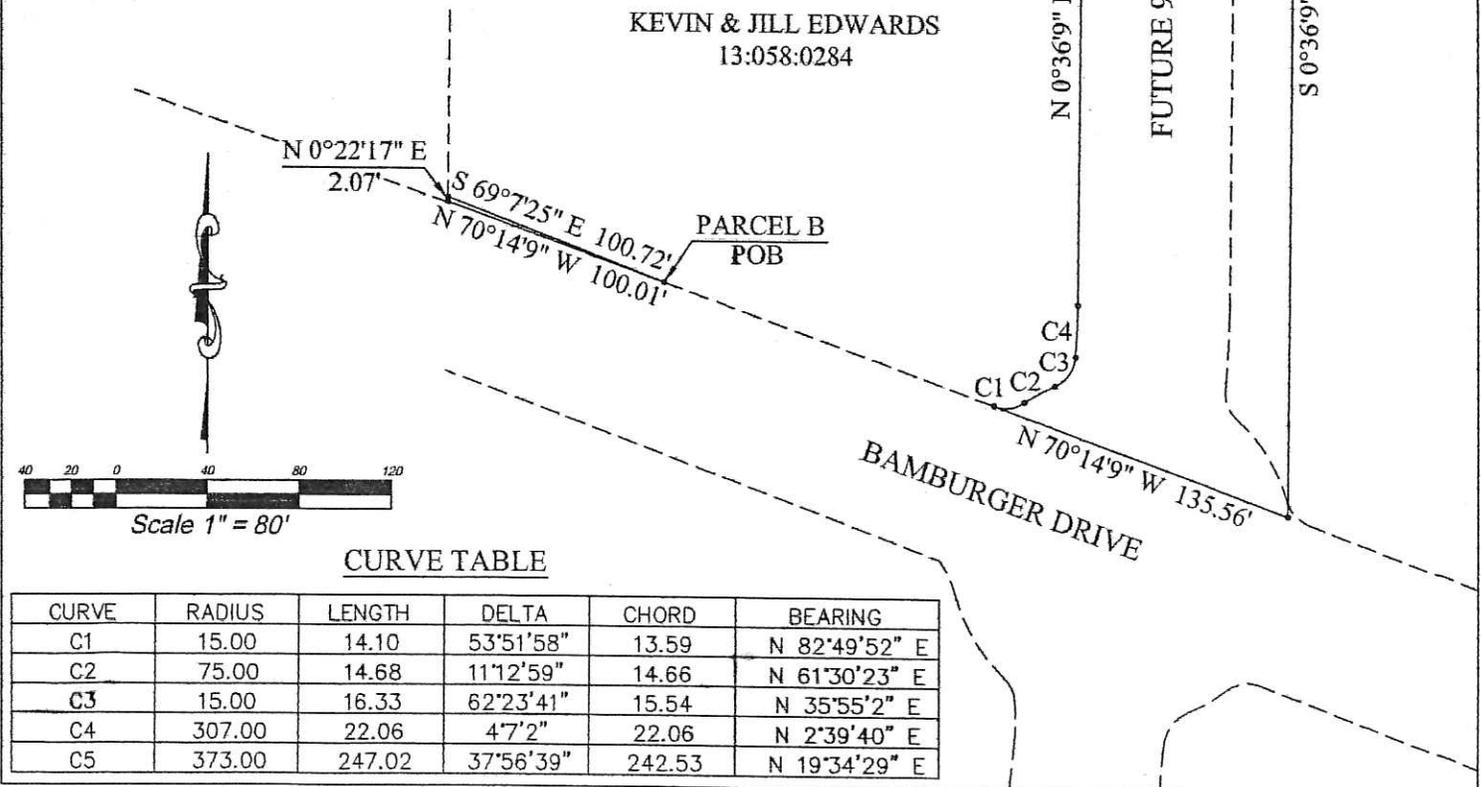
Beginning at a point located South 00°24'13" East along section line 954.47 feet and West 253.77 feet from the Northeast Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 01°41'20" West 135.34 feet; thence South 00°36'09" West along Haymaker Retreat Phase 3 a distance of 459.47 feet; thence North 70°14'09" West along the northerly boundary of Bamburger Drive a distance of 135.56 feet; thence along the arc of a 15.00 foot radius curve to the left 14.10 feet through a central angle of 53°51'58" (chord bears North 82°49'52" East 13.59 feet); thence along the arc of a 75.00 foot radius curve to the right 14.68 feet through a central angle of 11°12'59" (chord bears North 61°30'23" East 14.66 feet); thence along the arc of a 15.00 foot radius curve to the left 16.33 feet through a central angle of 62°23'41" (chord bears North 35°55'02" East 15.54 feet); thence along the arc of a 307.00 foot radius curve to the left 22.06 feet through a central angle of 4°07'02" (chord bears North 2°39'40" East 22.06 feet); thence North 0°36'09" East 257.09 feet; thence along the arc of a 373.00 foot radius curve to the right 247.02 feet through a central angle of 37°56'39" (chord bears North 19°34'29" East 242.53 feet); thence North 38°32'48" East 25.56 feet to the point of beginning.

Area = 1.064 Acres

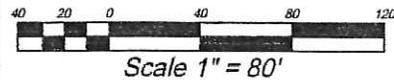
Parcel B

Beginning at a point located South 00°24'13" East along section line 1451.85 feet and West 537.02 feet from the Northeast Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 70°14'09" West 100.01 feet; thence North 0°22'17" East 2.07 feet; thence South 69°07'25" East 100.72 feet to the point of beginning.

Area = 0.002 Acres



CURVE TABLE



KEVIN & JILL EDWARDS
13:058:0284

N 38°32'48" E
25.56'

PARCEL A
POB

S 1°41'20" W 135.34'

C5

FUTURE 900 EAST STREET

N 0°36'09" E 257.09'

S 0°36'09" W 459.47'

N 0°22'17" E
2.07'

S 69°07'25" E 100.72'
N 70°14'09" W 100.01'

PARCEL B
POB

C4

C3

C1

C2

N 70°14'09" W 135.56'
BAMBURGER DRIVE

5 3/4 - to H&C

SHARES
-- 7.50 --

NUMBER
No 9341

INCORPORATED UNDER THE LAWS OF
THE STATE OF UTAH



American Fork Irrigation Company

AMERICAN FORK, UTAH
PRIMARY SHARES, 7,000 AT \$10.00 EACH
SECONDARY SHARES, 100 AT \$8.00 EACH
THIRD CLASS SHARES, 2,900 AT \$5.00 EACH
CAPITOL STOCK \$85,300

This Certifies that

is the owner of --- Seven and fifty hundredths --- Primary Shares of the Capital Stock of American Fork Irrigation Company --- Ditch McArthur --- transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

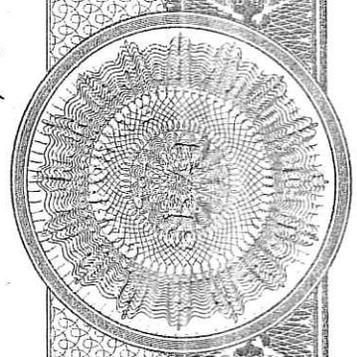
AS JOINT TENANTS WITH
RIGHT OF SURVIVORSHIP

Kevin B. & Jill R. Edwards

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this Fifth day of February A.D. 2013

G. F. M. Jan
President

Michael D. Shurz
Secretary





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

Department Administration

Director Approval *Kevin M. Colton*

AGENDA ITEM Review and action on a Resolution indicating the City's intent to annex the Mills Annexation consisting of .0281 acres at approximately 245 North 1075 East.

SUMMARY RECOMMENDATION Approval of the Resolution

BACKGROUND This property is in the City's Annexation declaration area.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Resolution indicating the City's intent to annex the Mills Annexation consisting of .0281 acres at approximately 245 North 1075 East.

SUPPORTING DOCUMENTS Resolution

RESOLUTION NO.

**Mills Annexation
(245 North 1175 East)**

A RESOLUTION INDICATING THE INTENT OF THE CITY COUNCIL TO ANNEX A PORTION OF AN EXISTING ISLAND OR PENINSULA, IDENTIFYING THE AREA PROPOSED FOR ANNEXATION; AUTHORIZING A PUBLIC HEARING ON THE PROPOSED ANNEXATION AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SAID HEARING:

WHEREAS, Section 10-2-418, Utah Code Annotated, 1953, as amended, establishes a procedure and criteria for the annexation of unincorporated territory within an existing peninsula or island, and

WHEREAS, the City has received a request from owners of real property within an existing peninsula or island of unincorporated territory situated contiguous to the boundaries of American Fork City, requesting annexation of said territory to the City, and

WHEREAS, the City desires to honor the request of the property owners and effectuate the annexation in accordance with the procedures set forth under State Law,

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

SECTION 1. The City Council hereby acknowledges receipt of a written notice from the owners of real property within an existing peninsula or island requesting that the property be annexed into American Fork City, in accordance with the terms of the State Law relating to annexation of property within an island or peninsula (UCA 10-2-418). A copy of the request signed by the owner of each parcel requesting annexation is set forth on Exhibit A. Further, an annexation plat showing the location of the area proposed for annexation and designating the area as the "**Mills Annexation**" is set forth on Exhibit B which exhibits are attached hereto and by this reference made part of this Resolution.

SECTION 2. The City Council hereby indicates its desire and intent to annex the territory identified on Exhibit B.

SECTION 3. The City hereby acknowledges that the proposed annexation area constitutes only a portion of the existing island or peninsula, but hereby finds and determines that annexation of only a portion of the existing island or peninsula is in the best interest of the City.

SECTION 4. The City Council hereby authorizes a public hearing on the proposed annexation and instructs the City Recorder to publish notice thereof to the public and provide

written notice to the County Commission, and each special district whose boundaries contain some or all of the area proposed for annexation, all in accordance with the provisions of State Law.

SECTION 5. The provisions of this Resolution shall take effect upon its passage.

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 10 DAY OF MARCH, 2015.

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder



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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on a development agreement with Walnut Property Management regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with the Walnut Court Cottage Development Subdivision.

SUMMARY RECOMMENDATION Staff recommends approval of the Agreement.

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

BUDGET IMPACT None

SUGGESTED MOTION I move to approve the Development Agreement with Walnut Property Management for Walnut Court Cottage Development Subdivision and authorize the Mayor to execute the documents.

SUPPORTING DOCUMENTS Improvement Agreement

Development Agreement

for actual construction of improvements in-lieu
of posting a Performance Guarantee
between

(City)

American Fork City Corporation
51 East Main Street
American Fork, Utah 84003

(Developer)

Walnut Property Management
10137 Haven Lane
Cedar Hills UT 84062

(Project)

Walnut Court Cottage Development

Whereas City ordinance 2009-08-29, section 17.9.600 provides for a Developer to construct the required improvements for subdivisions and/or similar projects in lieu of posting an Improvement Construction Guarantee, and;

Whereas the Developer has recently proposed to the City and obtained conditional approval to commence with the Project on a parcel of real property located within American Fork City, Utah and;

Whereas the Developer is proposing to adhere to the provisions of section 17.9.600 by constructing Project improvements prior to recording of the plat at the office of the Utah County Recorder;

Be it therefore ordained that this Development Agreement between the City and the Developer shall authorize construction of the Project improvements without the posting of the Improvements Construction Guarantee;

Subject to the following:

1. Project improvements shall be completed by September 23, 2015. Any extension of this time period shall be in accordance with 17.9.601 of City ordinance 2009-08-29.
2. Construction shall commence immediately following execution of this Development Agreement upon approval to proceed by the City Engineer following his review of all final construction documents and permits for concurrence with City ordinances.
3. All construction shall comply with all applicable City ordinances, standards, and specifications.

4. Developer shall provide a construction schedule to the City Engineer for review and concurrence.
5. Payment of City inspection fees and all other applicable City inspection, recording, or management fees associated with the Project.
6. Payment of all costs incurred by the City for public street light installation, connection, and inspection.
7. Obtaining a Land Disturbance Permit per City ordinance and providing of long-term storm water management commitment to the City. Said agreement shall be recorded at the office of the Utah County Recorder and shall be applicable to all heirs and assigns.
8. Posting of a Durability Retainer per section 17.9.400 of City ordinance 2009-08-29.
9. Payment to City for street tree specific Initial Construction Guarantee. This guarantee shall be managed independent of the other required Project improvements. The Durability Testing Period shall also be enacted independent of this requirement. Planting of trees shall be deferred until the structure constructed on a given lot is ready for first occupancy inspection.
10. Submittal of a recorded temporary public utility easement over the entire site, which shall expire at the recording of the plat at the office of the Utah County Recorder.
11. Developer agrees and acknowledges that if construction is not complete within the specified date herein, or Developer fails to obtain an authorized extension, the Project may be declared by the City a Dormant Project per section 17.9.700 of City Ordinance 2009-08-29.
12. Prior to the recording of the plat, all Project construction shall be deemed final by the City Council who shall issue a Notice of Completion and Acceptance of Improvements and Release of Guarantee per Section 17.9.302-A. The Developer shall submit all lien release verification and title clearance documentation as outlined in the City ordinance. The Durability Testing Period shall commence at the recording of the final plat or as otherwise specified in the approval documents at that time.
13. If at any point during the construction process, the Developer wishes to record the plat, an Improvements Construction Guarantee shall be provided per the terms of City ordinance 17.9 for any and all remaining public and essential common items as determined by the City Engineer. Upon verification of this posting and any other approval condition, the City Recorder shall be authorized to record the plat.

Project construction shall not commence until receipt of written City Engineer authorization.

This Development Agreement constitutes the entire agreement between the two parties on the subject matter of the Improvements Construction Guarantee for the Project. Any provision that may be deemed unlawful shall be removed and the balance of the agreement shall remain in full effect.

The City Council hereby finds that the Developer has sufficient financial resources to accomplish the construction of the required improvements for the Project within the time frame outlined in this Development Agreement.

City Authorization:

Developer Authorization:

James H. Hadfield, Mayor

Attest:

Title

Richard M. Colborn, City Recorder

City Seal:

State of Utah)
 '
County of)

On the _____ day of _____, 2015, _____ did
appear before me as a duly authorized representative of _____
and did indicate that he executed this document for and in behalf of
_____ freely and of his own free will.

Notary Public

Residing in: _____

ORDINANCE NO.

AN ORDINANCE APPROVING A COMMERCIAL SITE PLAN FOR POPEYES RESTAURANT AT 1027 WEST STATE STREET EAST IN THE SC-1 SHOPPING CENTER 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 Popeyes Restaurant at 1027 West State Street, 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 10 DAY OF MARCH, 2015.

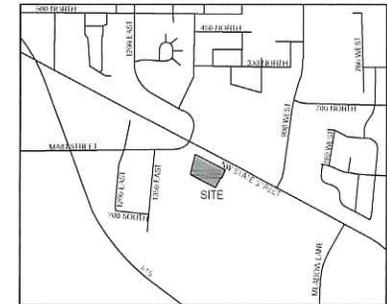
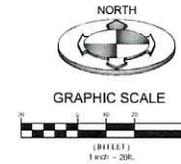
James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder

AMERICAN FORK POPEYES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP
5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH

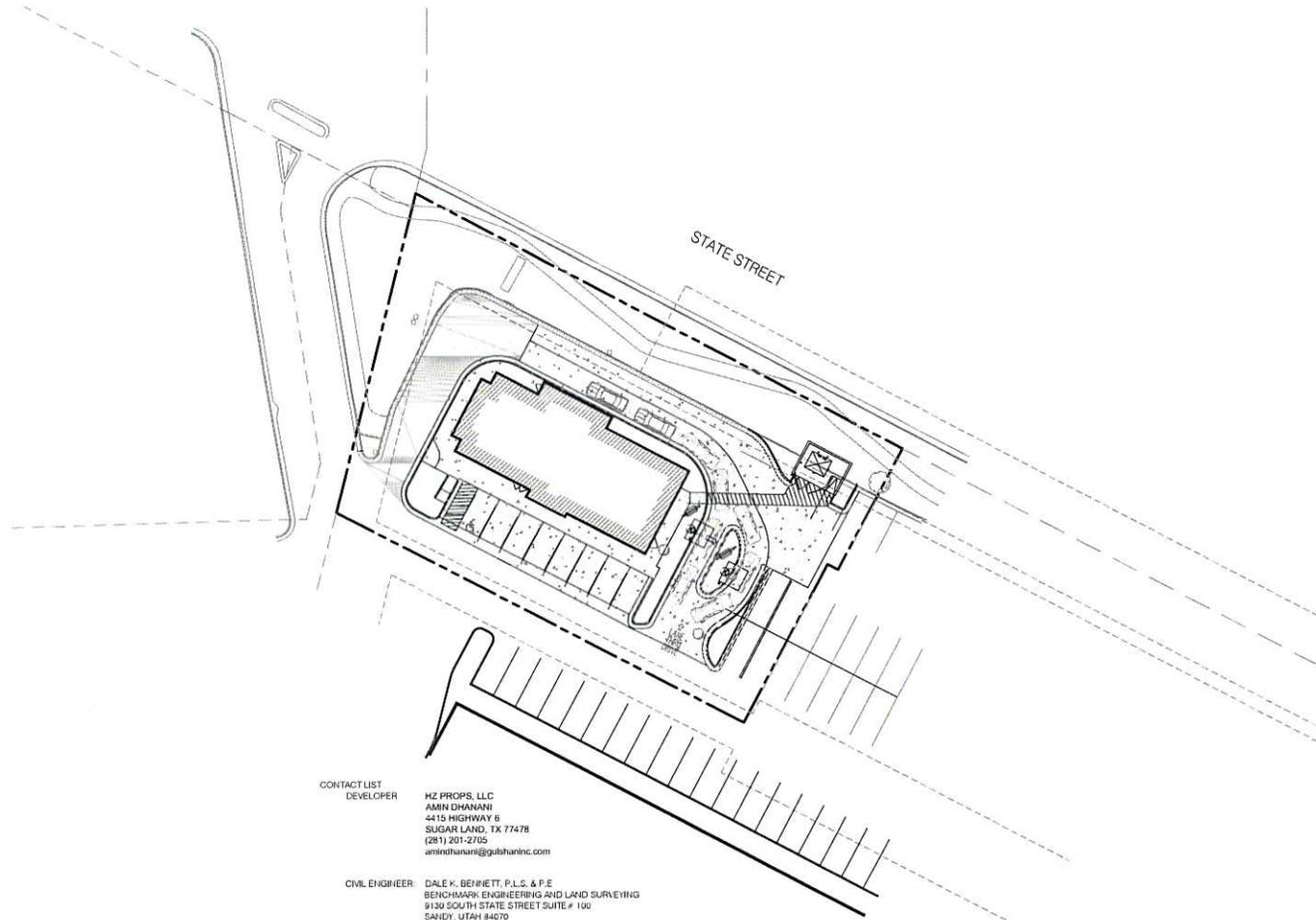


VICINITY MAP
N.T.S.

DEVELOPER/OWNER:
NAME: HZ PROPS, LLC
CONTACT: AMIN DHANANI
4415 HIGHWAY 6
SUGAR LAND, TX 77478
TELEPHONE: (281) 201-2705
EMAIL: aminghanani@gulshaninc.com

DRAWING INDEX

COVER	COVER SHEET
CGN.01	GENERAL NOTES, LEGEND & ABBREVIATIONS
CGN.02	GENERAL NOTES, LEGEND & ABBREVIATIONS
CGN.03	AMERICAN FORK GENERAL NOTES
CSP.01	SITE PLAN
CUP.01	UTILITY PLAN
CGD.01	GRADING AND DRAINAGE PLAN
CEP.01	STORM WATER POLLUTION PREVENTION
CEP.02	SWPP NOTES
CEP.03	POST CONSTRUCTION PLAN
CEP.04	BMP DETAILS
CEP.05	BMP DETAILS
CDT.01	DETAILS & NOTES
CDT.02	DETAILS & NOTES
CDT.03	DETAILS & NOTES
CDP.01	DEMOLITION PLAN



CONTACT LIST
DEVELOPER
HZ PROPS, LLC
AMIN DHANANI
4415 HIGHWAY 6
SUGAR LAND, TX 77478
(281) 201-2705
aminghanani@gulshaninc.com

CIVIL ENGINEER: DALE K. BENNETT, P.L.S. & P.E.
BENCHMARK ENGINEERING AND LAND SURVEYING
9130 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070
801) 542-7192

TYPE OF CONSTRUCTION - VB
TYPE OF OCCUPANCY - A02
BUILDING HEIGHT - 24.5'
NUMBER OF STORIES - 1
NO. ALLOCATED DRIVEWAYS
CURRENT ZONING - SC-1

AMERICAN FORK CITY 275 EAST 200 NORTH (801) 404-6162
STORM DRAIN SEWER - AARON BREMS (801) 404-6361
STORM WATER INSPECTOR - HARLAN NIELSON (801) 404-6361
TIMPANOGOS SPECIAL SERVICE DISTRICT 6400 NORTH 5050 WEST (801) 756-5231
UTAH COUNTY, UT 84003
275 EAST 200 NORTH
PRESSURIZED IRRIGATION - JAY BREMS (801) 763-3050

CIVIL CONSTRUCTION PLANS

		BENCHMARK ENGINEERING & LAND SURVEYING 1910 SOUTH 10100 WEST, SUITE # 100 SANDY, UTAH 84070 (801) 542-7192 www.benchmarkcivil.com		PROJECT NO. 14011166
		AMERICAN FORK POPEYES PROJECT ADDRESS AMERICAN FORK, UTAH		COVER 1 OF 16
NO.	DATE	DESCRIPTION	DATE	

LINE TYPES

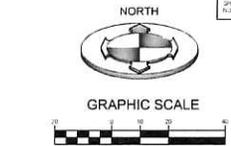
Table with columns for NEW and EXISTING line types. Includes symbols for utility lines, property lines, and various construction features like manholes and catch basins.

SYMBOLS

Table with columns for NEW and EXISTING symbols. Includes symbols for manholes, catch basins, valves, and other utility components.

ABBREVIATIONS

Table of abbreviations for construction terms. Columns include abbreviation, full name, and symbol. Includes terms like '3/4\"/>



GRAPHIC SCALE
1" = 10'

CALL BEFORE YOU DIG. ITS FREE & ITS THE LAW. BLUE SQUARES OF UTAH UTILITY NOTIFICATION CENTER. 1-800-424-1111 www.bsqutah.com

CONTRACTOR'S RESPONSIBILITY TO THE PUBLIC... THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES... THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES...

SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT IF AWARDED THE CONTRACT THEY HAVE RECEIVED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK... (2) ACCESS TO THE SITE AND (3) ALL OTHER DATA AND MATTERS RELEVANT TO THE FULFILLMENT OF THE WORK...

THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR A SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INDEPENDENT VERIFICATION OF THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR...

5. ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS 2012 EDITION AND THE MANUAL OF STANDARD PLANS 2012 EDITION... 6. THE CONTRACTOR SHALL BE SKILLED AND REGULATORY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS...

7. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED... THE CONTRACTOR SHALL BE AWARE OF SUCH FORMAL RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

8. CONSTRUCTION STAKING FOR GRADING, CURB, GUTTER, SIDEWALK, SANITARY SEWER, STORM DRAIN, WATER, AND ELECTRIC LINES SHALL BE DONE BY THE OWNER'S SURVEYOR... THE CONTRACTOR SHALL NOTIFY THE SURVEYOR FORTY-EIGHT (48) HOURS IN ADVANCE OF THE NEED FOR STAKING...

9. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK... THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT...

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT... THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE... COST OF REPAIRING OR REPLACING EXISTING IMPROVEMENTS SHALL BE PAID FOR BY THE CONTRACTOR...

11. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED... THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE... COST OF REPAIRING OR REPLACING EXISTING IMPROVEMENTS SHALL BE PAID FOR BY THE CONTRACTOR...

12. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SCALE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL, ELECTRICAL AND INSTRUMENTATION EQUIPMENT, PIPING AND CONDUITS, STRUCTURES AND OTHER FACILITIES... THE AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGES ORDERED, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED...

13. PRIOR TO ACCEPTANCE OF THE PROJECT THE CONTRACTOR SHALL DELIVER TO ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE... AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR... 14. CONTRACTOR TO SPACE UTILITIES TO PROVIDE MINIMUM DISTANCES AS REQUIRED BY LOCAL, COUNTY, STATE, AND INDIVIDUAL UTILITY CODES... 15. ALL UTILITIES INSTALLED IN ACCORDANCE WITH THE RESPONSIBLE DISTRICT OR AGENCIES STANDARDS AND SPECIFICATIONS... 16. COORDINATE ALL SERVICE LATERAL AND BUILDING CONNECTIONS WITH CORRESPONDING ARCHITECTURAL, MECHANICAL, OR ELECTRICAL DRAWING FOR LOCATION AND ELEVATION... 17. ALL STORM DRAIN MANHOLES AND CATCH BASINS ARE TO BE PRECAST CONCRETE... 18. ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR EQUAL UNLESS OTHERWISE NOTED... 19. ALL ELECTRICAL CONDUITS LINES TO BE PVC SCH 40 OR BETTER... 20. ALL GAS LINES TO BE HDPE WITH COPPER TRACER WIRE AND DETECTA TAPE... 21. ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO-FUSION TECHNOLOGY... 22. ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER... 23. NO GROUNDEARTH OR DEBRIS TO BE ALLOWED TO ENTER THE NEW PIPE DURING CONSTRUCTION... 24. THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE DEDICATED TO A DEPTH OF 4 OR MORE AND SHALL COMPLY WITH INDUSTRIAL COMMISSION OF UTAH SAFETY ORDERS SECTION 68 - EXCAVATIONS, AND SECTION 69 - TRENCHES... 25. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE EXCAVATED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED... 26. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS... 27. ACTUAL CONNECTIONS TO EXISTING WATER LINES WILL NOT BE PERMITTED PRIOR TO THE COMPLETION OF STERILIZATION AND TESTING OF NEW WATER MAINS... 28. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK, AND STREET PAVING... 29. ALL SEWER LINE TO BE FLUSHED, PRESSURE TESTED TO 5 PSI VIDEO INSPECTED AND OTHERWISE TESTED IN ACCORDANCE WITH DISTRICT STANDARDS PRIOR TO PLACING IN SERVICE... 30. ALL SEWER LINES SHOULD BE PVC C-900 SDR-18 AND LATERALS ARE TO BE SDR-35 PVC PIPE... 31. SEWER MANHOLES, LATERALS AND CLEANOUTS TO BE INSTALLED PER RESPONSIBLE DISTRICT OR AGENCY STANDARDS... 32. DURING CONSTRUCTION OF THE SEWERLINE, HYDRES NEED TO BE INSTALLED FOR THE LATERALS, LATERALS ARE TO BE 4\"/>

36. ALL WATERLINES SHALL BE MINIMUM 48\"/>

37. CONTRACTOR TO NOTIFY PUBLIC WORKS FOR CHLORINE TEST PRIOR TO FLUSHING LINES... 38. BOTTOM PLANS OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4 INCHES ABOVE BACK OF CURB... 39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES SHOWN OR NOT SHOWN... 40. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD... 41. ALL UTILITY MANHOLE RIMS, CATCH BASIN GRATES AND VALVE BOX COVERS ARE TO BE ADJUSTED TO FIT THE FINISHED GRADE OF THE SITE... 42. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT ALL PIPES, WALLS, ETC., ARE ADEQUATELY BRACED DURING CONSTRUCTION... 43. SUBSOIL INVESTIGATIONS HAVE BEEN CONDUCTED AT THE SITE OF THE WORK... 44. ALL PROPOSED ELEVATIONS SHOWN ON THE GRADING PLAN ARE TO BE FINISHED SURFACE... 45. UNSUITABLE MATERIAL, SUCH AS TOP SOIL, WEATHERED BED ROCK, ETC., SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER AND/OR ENGINEERING GEOLOGIST... 46. NO TREE SHALL BE REMOVED OR DAMAGED WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM PROPERTY OWNER... 47. ALL PROPOSED ELEVATIONS SHOWN ON THESE PLANS IS BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY BENCHMARK ENGINEERING AND LAND SURVEYING... 48. ALL UTILITIES SHALL BE 12\"/>

49. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES SHOWN OR NOT SHOWN... 50. THE EXISTING TOPOGRAPHY ON THESE PLANS IS BASED ON A TOPOGRAPHIC SURVEY PERFORMED BY BENCHMARK ENGINEERING AND LAND SURVEYING... 51. FILLS IN EXCESS OF 4 FEET IN THICKNESS AND BENEATH ALL FOUNDATIONS OR PAVEMENT STRUCTURES SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE ASTM D-1557 COMPACTION CRITERIA... 52. WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE, CORP. STOP VALVE, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUT-OFF VALVE IN BOY NEAR BUILDING EDGE.

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Table with columns for project information: PROJECT NUMBER, SHEET NUMBER, DATE, SCALE, etc.



BENCHMARK ENGINEERING & LAND SURVEYING, INC. 1027 NORTH STATE ROAD AMERICAN FORK, UTAH 84404

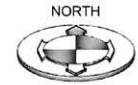
AMERICAN FORK POPEYES HZ PROPS, LLC 1027 NORTH STATE ROAD AMERICAN FORK, UTAH

PROJECT NO. 1411166

GEN. NOTES LEGEND & ABBREV.

TEAM FLOOD ZONE INFORMATION
 ZONE X
 FLOOD HAZARD COMMUNITY PANEL NUMBER: 865178120B
 EFFECTIVE DATE: JULY 17, 2007

NOTE:
 BASED ON THE AMERICAN FORK CITY SENSITIVE LANDS GEOLOGICAL
 HAZARD STUDY # 0004 AT WWW.AFCV.ORG, THE LIQUIDATION ZONE
 IS LOW.



GRAPHIC SCALE
 (IN FEET)
 1 inch = 20ft.

CONSTRUCTION KEY NOTES REFERENCE		
NO.	DESCRIPTION	DETAIL
①	ASPHALT PAVEMENT WITH GRANULAR BASE	2 CDT.01
②	CONCRETE HIGHBACK CURB AND GUTTER	1 CDT.01
③	CONCRETE PAVEMENT WITH GRANULAR BASE	2 CDT.01
④	ADA RAMP	2 CDT.02
⑤	GLASS/PIER ENCLOSURE	3 CDT.02
⑥	INTEGRAL SIDEWALK	3 CDT.01
⑦	RELEASE CURB AND GUTTER	1 CDT.02

PARKING COUNT		
PARTICULARS	REGULAR	ADA
PARKING SPACES	12	1
TOTAL	13	

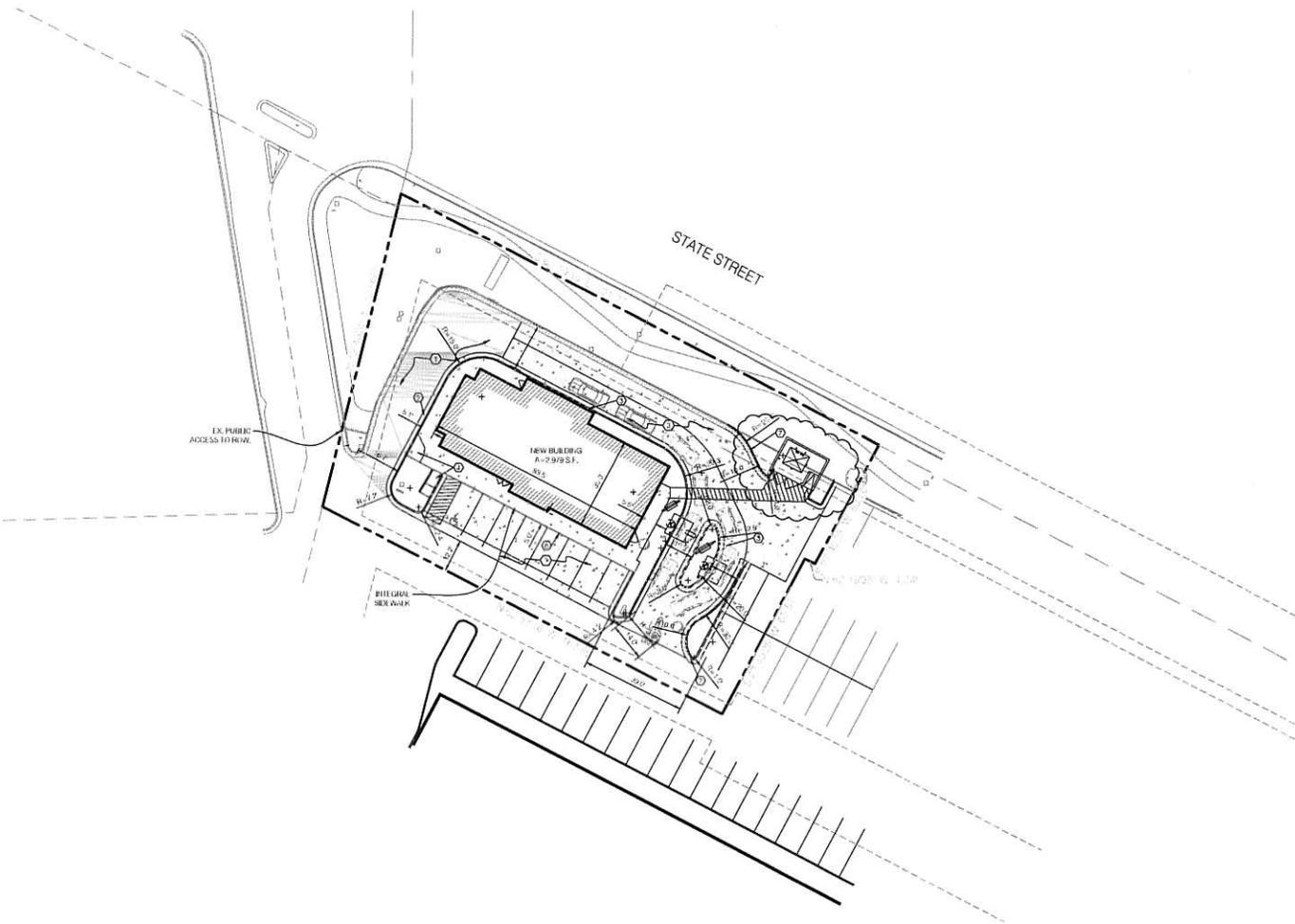
NOTE:
 THE SQUARE FOOTAGE FOR THE
 SEATING PORTION OF THE
 RESTAURANT = 746.92 SF.

THE PERCENTAGE OF DRINK THRU
 COUNTERS SPACED: 781 TOTAL
 VOLUME = 75%

PRE CONSTRUCTION AREA TABLE		
PARTICULARS	S.F.	
BUILDING	4,606	7.9
HARDSCAPE	12,455	57.8
LANDSCAPE	7,440	34.2
TOTAL	24,501	100

POST CONSTRUCTION AREA TABLE		
PARTICULARS	S.F.	
BUILDING	2,979	13.9
HARDSCAPE	11,160	50.9
LANDSCAPE	7,429	34.1
TOTAL	21,568	100

NOTE 5:
 OUTDOOR REFUSE AND GARBAGE COLLECTION CONTAINERS
 SHALL BE FULLY SCREENED FROM VIEW USING THE SAME
 MATERIALS AS THE BUILDING OR APPROVED MASONRY FENCING.
 ENCLOSURES SHALL ALSO BE SUPPLEMENTED BY LANDSCAPING TO
 FURTHER SOFTEN THEIR VISUAL IMPACT. THE GENERAL PUBLIC
 SHALL BE RESTRICTED FROM ACCESSING SUCH AREAS.



NO.	DATE	DESCRIPTION
1	12/03/14	PROPOSED SURVEY
2	14/11/2014	14/11/2014

SCALE: 1/4" = 1'-0" (PLAN), 1/8" = 1'-0" (ELEV.)
 ADJUST ACCORDING TO PROPOSED SHEETS



BENCHMARK ENGINEERING & LAND SURVEYING
 13625 SOUTH STATE STREET, SUITE 100
 SALT LAKE CITY, UTAH 84119
 www.benchmarkeng.com

AMERICAN FORK POPEYES HZ PROPS, LLC
 1027 NORTH STATE ROAD
 AMERICAN FORK, UTAH

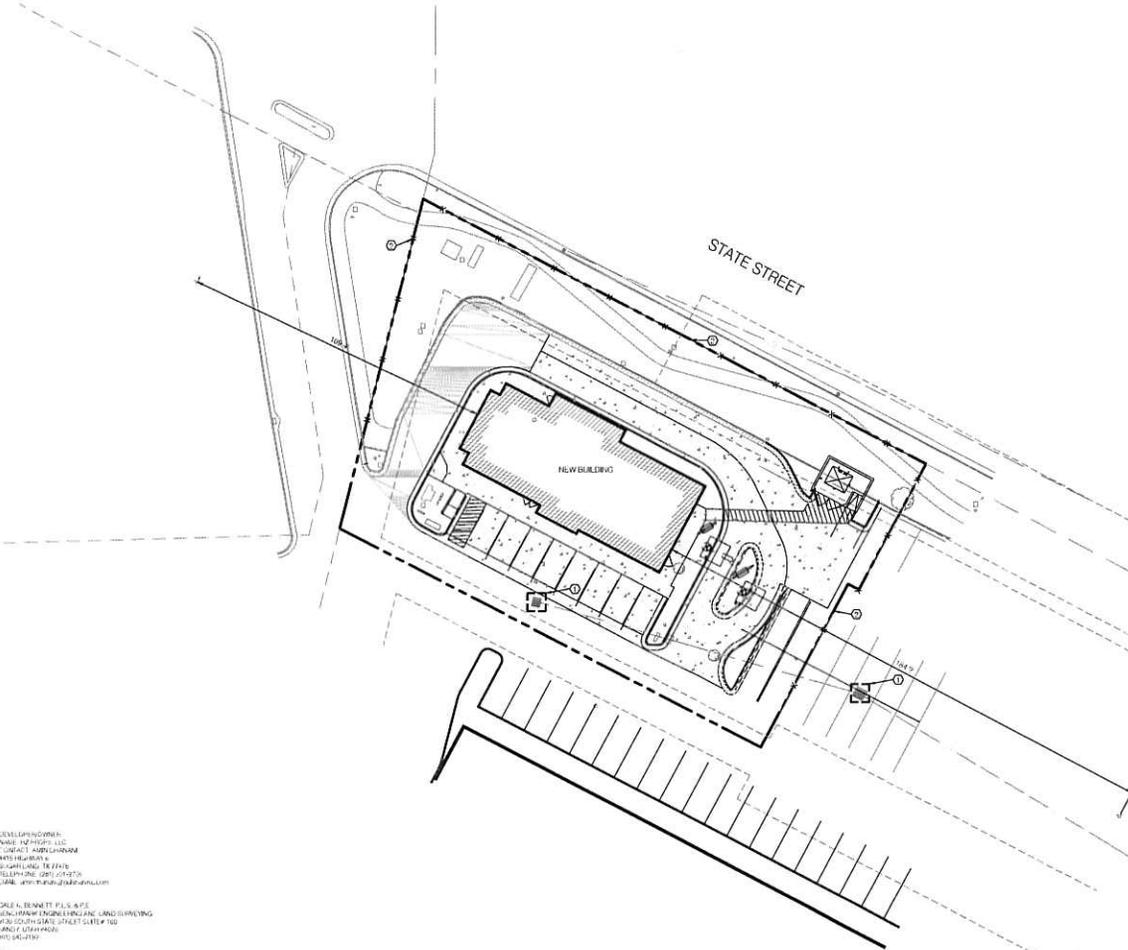
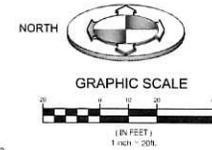
PROJECT: 1411156
SITE PLAN
 CSP.01
 5 OF 16

POST CONSTRUCTION AREA TABLE		
PARTICULARS	S.F.	%
BUILDING	7,979	13.9
HARDSCAPE	11,076	53.5
LANDSCAPE	7,439	34.6
TOTAL	26,494	100

POPEYES SWPPP

1027 N. W. STATE STREET
AMERICAN FORK, UTAH

PRE CONSTRUCTION C VALUE - 0.63
POST CONSTRUCTION C VALUE - 0.63



SWPP KEY NOTES REFERENCE		
SYMBOL	DESCRIPTION	SEE TAB
①	SEWAGE BARBER	20-000
②	SILT FENCE	10-000

CONSTRUCTION NOTES:

CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.

CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.

CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL AND HOUSEKEEPING MEASURES.

ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.

ALL HAZARDOUS WASTE SHALL BE IDENTIFIED BY THE MANUFACTURER OR IDENTIFIED BY THE LOCAL REGULATORY AGENCY.

A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-SOLUBLE OILS OR GREASES FROM VEHICLES TRAVELING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 48 HOURS OF PLACEMENT IN THE WASHOUT AREA.

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS AND OTHER POLLUTANTS FROM THE SITE. THE ENTRANCE SHALL BE MAINTAINED TO THE CITY LANDFILL WITHIN 48 HOURS OF PLACEMENT IN THE WASHOUT AREA.

PAVEMENT SHALL BE MAINTAINED AND REPAIRED WITHIN 24 HOURS AFTER A PARTIAL EVENT OF DAMAGE OR DISRUPTION. ALL REPAIRS SHALL BE COMPLETED WITHIN 72 HOURS OF THE REPORTING OF DAMAGE OR DISRUPTION. THE SWPPP SHALL BE REVISIONS AND SITE CORRECTIONS AND PROTECT VEHICLES.

CONTRACTOR SHALL BE RESPONSIBLE FOR COLLARING AND EMULGING PUBLIC STREETS ON A DAILY BASIS ON WORK IS NECESSARY.

CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

LEGEND AND ABBREVIATIONS:

- SECTION CORNER & BOUNDARY
- STREET LANE BOUNDARY
- PROPERTY LINE
- UTILITY MAINLINE (NOT IDENTIFIED)
- SECTION POINT
- ADJACENT PLAT LOT LINES
- OWNER LANE BOUNDARY
- ADJACENT SECTION
- LEVEL OF EXISTING APPROVAL
- DATE OF CONSTRUCTION
- INTERFERING CONSTRUCTION
- EXISTING SITE/IMPROVABLE AREA
- STORM DRAIN MANHOLE & PIPE
- CATCHER
- MANHOLE CLEANOUT PIPELINE
- WATER VALVE & WATER METER
- EXISTING FIRE HYDRANT
- CAST IRON MANHOLE
- SMTP
- UNDERGROUND TELEPHONE
- UNDERGROUND CABLE
- CEB CATCHER
- BSA BOX OF ASPHALT
- BSI BOX OF ASPHALT
- FL FLOWLINE
- SMI MANHOLE
- SWH SWIRLHOLE
- SUF SURFACE
- IBC TOP BACK OF CURB
- TOR TOP OF ASPHALT
- TOP OF GRADE

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CONTACT LIST

DEVELOPER
DEVELOPER NAME
CONTACT INFORMATION
ADDRESS
CITY AND STATE
TELEPHONE NUMBER
EMAIL ADDRESS

CIVIL ENGINEER
DALE N. BENNETT P.E. & P.T.
BENCHMARK ENGINEERING & LAND SURVEYING
303 SOUTH STATE STREET SUITE 100
AMERICAN FORK, UT 84303

AMERICAN FORK CITY
224 EAST 200 NORTH
STORMWATER PROJECT - AMERICAN FORK
STORMWATER PROJECT - AMERICAN FORK

UTAH EAST JOINT NORTH
PROJECTS DISTRICT - AMERICAN FORK
224 EAST 200 NORTH
AMERICAN FORK, UT 84303

UTAH COUNTY DISTRICT
224 EAST 200 NORTH
AMERICAN FORK, UT 84303

BENCHMARK ENGINEERING & LAND SURVEYING

BENCHMARK CIVIL

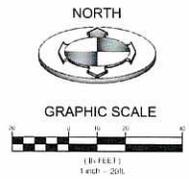
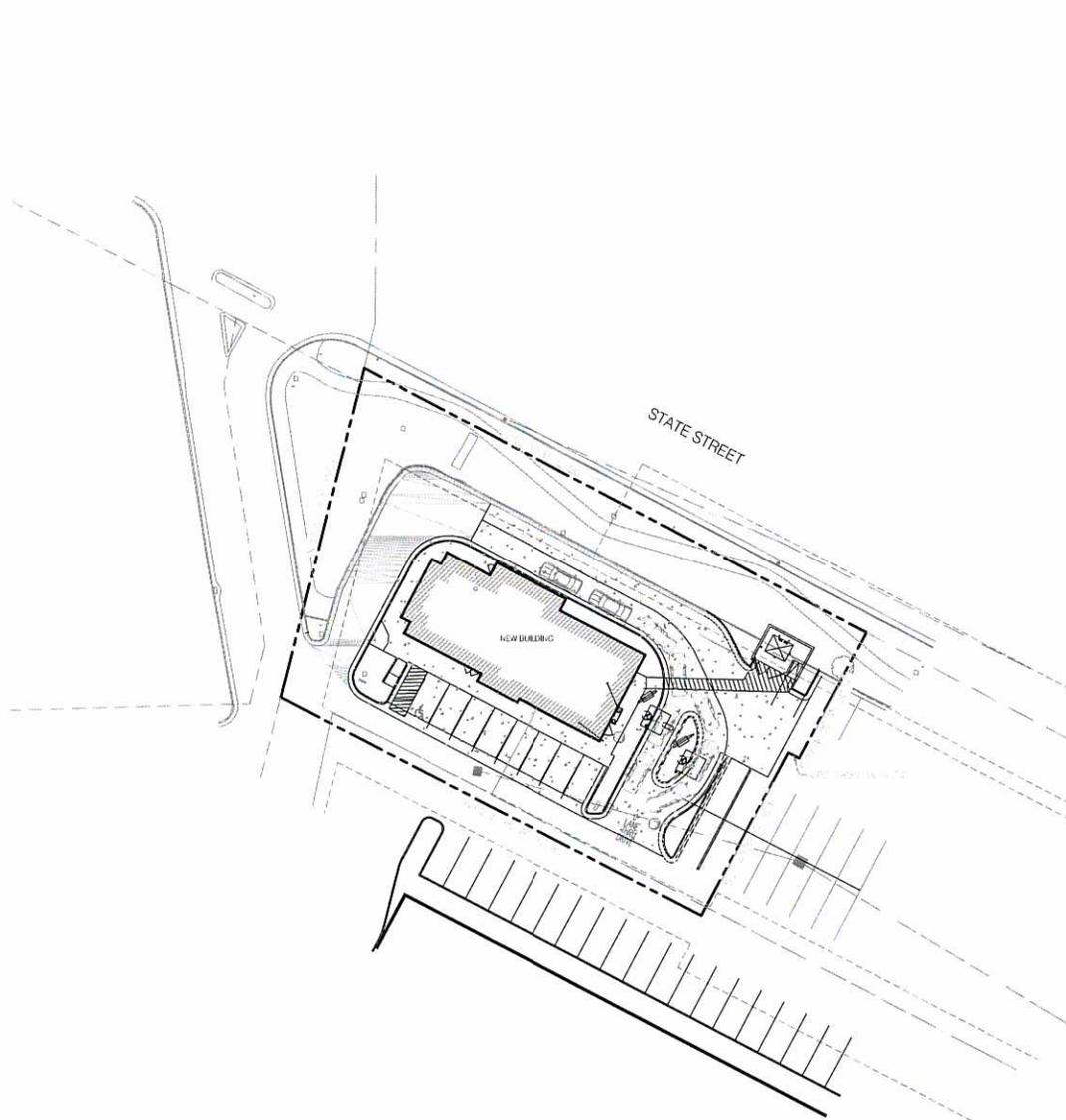
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AMERICAN FORK POPEYES HZ PROPS, LLC

1027 NORTH STATE ROAD
AMERICAN FORK, UTAH

STORMWATER POLLUTION PREVENTION PLAN

CEP.01
8 OF 16



STORM WATER MANAGEMENT PLAN
 WITH COMMERCIAL BUILDING BEST MANAGEMENT PRACTICES

COMMERCIAL/BUILDING BEST MANAGEMENT PRACTICES (BMPs) ARE IN-PLACE MEASURES AND OR PRACTICES TO BE MAINTAINED BY THE PROPERTY OWNER OR OPERATOR TO PREVENT EXCESS DISCHARGES, POLLUTANTS AND OTHER CONTAMINANTS FROM ENTERING THE CITY STORM WATER SYSTEM. THESE MEASURES AND PRACTICES ARE TO BE IMPLEMENTED THROUGH COORDINATION OF CONSTRUCTION ACTIVITIES TO BE CONDUCTED AND MAINTAINED THROUGHOUT AND WILL TYPICALLY ADDRESS THE FOLLOWING:

- INSPECTION AND CLEANING OF OIL/WATER SEPARATORS - OIL/WATER SEPARATORS ARE TO BE INSPECTED MONTHLY AND ARE TO BE CLEANED AND SAFT AT LEAST MONTHLY PRESENT FLOOR AND FLOOR UNDER THE STORM DRAIN SYSTEM.
- PARKING LOT CLEANING AND SWEEPING - PARKING LOTS ARE TO BE CLEANED AND SWEEP AT LEAST MONTHLY PRESENT FLOOR AND FLOOR UNDER THE STORM DRAIN SYSTEM.
- NO WASHING OF VEHICLES WILL BE PERMITTED ON SITE. THE ONLY EXCEPTION WILL BE FOR SPECIALLY DESIGNED AND APPROVED CAR OR TRUCK WASHING FACILITIES.
- STORAGE OF CHEMICALS, CLEANERS, SOLVENTS, OILS ETC. - IF CHEMICALS, CLEANERS, SOLVENTS AND/OR OILS ARE USED BY TENANT, EXTREME CARE MUST BE EXERCISED TO MAKE SURE THAT THEY ARE STORED AWAY FROM EXISTING STORM DRAINAGE FACILITIES AND THAT WHEN DISPOSED OF, NOTHING IS SPILLED INTO THE STORM DRAINAGE SYSTEMS.
- WASTE MANAGEMENT AND DISPOSAL - WASTE AND OIL/TENANT MUST CONTRACT WITH A REPUTABLE WASTE MANAGEMENT COMPANY FOR DISPOSAL OF WASTE. THIS COMPANY MUST BE GIVEN A COPY OF THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN AND STAY IN COMPLIANCE WITH THE PLAN WHEN REQUESTING WASTE FROM THE SITE.
- LANDSCAPE MAINTENANCE - OWNER IS RESPONSIBLE FOR CONTRACTING WITH A COMPANY TO PROVIDE GENERAL LANDSCAPE MAINTENANCE. THIS COMPANY MUST ALSO BE GIVEN A COPY OF THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN. IT IS VERY IMPORTANT THAT THE COMPANY UNDERSTAND TO EMPLOYERS OF THESE CAUTION WHEN PERFORMING TO AVOID OVERSPREADING FERTILIZERS INTO EXISTING STORM WATER FACILITIES.
- EMPLOYEE TRAINING - PROPERTY OWNERS TO PROVIDE OR REQUIRE TRAINING IN STORM WATER QUALITY MANAGEMENT AND REQUIRED CONTROLS. REGULAR BMPs, EMPLOYEE TRAINING IN STORM WATER QUALITY MANAGEMENT AND REQUIRED CONTROLS. REGULAR BMPs SHALL BE REINFORCED WITH ANY OTHER EXISTING EMPLOYEE TRAINING PROGRAMS. IN ADDITION TO LISTED BMPs, TRAINING SHALL ALSO ADDRESS THE PROPER USE OF FUEL OIL STORAGE AND DISPOSAL OF PRODUCTS, SOIL PROTECTION AND CLEAN UP AND ANY OTHER ITEMS HELD TO BY THE SPECIFIC SITE OR USE.
- RECORDS OF INSPECTION, MAINTENANCE AND TRAINING ACTIVITIES - THESE SHALL BE AVAILABLE FOR REVIEW BY CITY AND/OR STATE OFFICIALS UPON REQUEST.
- ANY BMPs REQUIRED FOR A SPECIFIC SITE OR USE - E. FUEL STORAGE - VEHICLE FUELING, VEHICLE MAINTENANCE AND REPAIR, HAZARDOUS WASTE MANAGEMENT, STORAGE OR DISPOSAL OF RAW MATERIALS ETC. IF THE SITE IS TO BE USED FOR SPECIFIC USES THAT MAY INCLUDE THE ABOVE ITEMS, A BMP PLAN IN ADDITION TO THIS PLAN MUST BE PROVIDED BY THE TOWN.

THE HOLDERS OF THE BUSINESS LICENSE AT THE SITE (OR OWNER OF THE LOT IF THERE ARE NO BUSINESS LICENSES) ARE RESPONSIBLE TO PHYSICALLY FOLLOW THIS POST CONSTRUCTION STORM WATER MANAGEMENT PLAN FAILURE TO FOLLOW THE PLAN AS REQUIRED BY THE CITY, WILL RESULT IN PENALTY BUSINESS LICENSE OR OTHER ACTION AGAINST THE PROPERTY OWNER.

THE OBJECTIVES OF THE PLAN ARE TO:

1. CONTROL SOIL EROSION
2. CONTROL DISCHARGE OF SEDIMENT INTO STORM DRAINAGE FACILITIES ON OR OFF-SITE.
3. PREVENT ILLEGAL DISCHARGE INTO ON-SITE SOILS, INTO STORM DRAINAGE FACILITIES OR OFF-SITE.

IF THE OBJECTS OF THE PLAN ARE NOT BEING MET, THE SITE OPERATOR OR SOILS SHALL MAKE ADJUSTMENTS TO THE PLAN AS NEEDED TO ACCOMPLISH THE OBJECTS.

AMERICAN FORK CITY ENCOURAGES ADJUSTMENTS TO THE PLAN THAT IMPROVES EFFECTIVE STORM WATER MANAGEMENT, PREVENTS SEDIMENT REDUCTION OF PRACTICES CONTAINED IN THE PLAN TO BE ACCOMPLISHED THROUGH FORMAL NOTIFICATION OF THE PLAN AND RESUBMISSION TO THE DEVELOPMENT REVIEW COMMITTEE FOR REVIEW.

PROJECT NO.	1411166
DATE	11/11/2024
SCALE	AS SHOWN
BY	CEP
CHECKED BY	CEP
DATE	11/11/2024
PROJECT	1411166
DESCRIPTION	POST CONSTRUCTION STORM WATER MANAGEMENT PLAN



BENCHMARK ENGINEERING & LAND SURVEYING
 1030 SOUTH STATE STREET SUITE 100
 SALT LAKE CITY, UT 84143
 WWW.BENCHMARKUTAH.COM

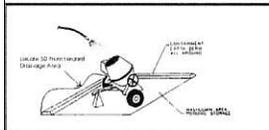


AMERICAN FORK POPEYES HZ PROPS, LLC
 1027 NORTH STATE ROAD
 AMERICAN FORK, UTAH



PROJECT NO. 1411166
POST CONSTRUCTION PLAN
 CEP.03
 10 OF 16

BMP: Concrete Waste Management



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by confining, or making off site, performing on site, in a designated area and having employee and subcontractor.

APPLICATION:
This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

- Store dry sand and material under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete or cement on site.
- Perform washout of concrete blocks off site in a designated area only.
- Do not wash out concrete into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on site, except in designated areas.
- When washing concrete to remove fine particles and excess the aggregate, avoid creating runoff by placing the water within a channel or containment. One filter from Stormwater Management Plan.
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:

- On site washout of concrete wastes may not always be possible.

MAINTENANCE:

- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- Using a temporary on-site washout area on regular basis.

BMP: Inlet Protection - Concrete Block



DESCRIPTION:
Concrete block and gravel filter plus, set over steel to storm drain system.

APPLICATION:
Concrete block inlet protection is used in paved areas where sediment and silt to be collected by construction activities.

INSTALLATION/APPLICATION CRITERIA:

- Place concrete blocks 1/2 inch overlap over the inlet grate extending one foot past the grate in all directions.
- Place concrete blocks directly the inlet with openings facing outward. Stack blocks to minimum height of 12 inches and maximum height of 24 inches. Place one inch or less coarse aggregate.
- Place gravel (3/4 to 1 1/2) around blocks.

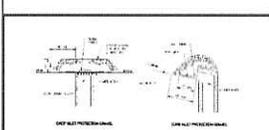
LIMITATIONS:

- Not recommended for maximum drainage areas of one acre.
- Factors flow may require the stormwater down gradient control.
- Preventing soil erosion at inlet.

MAINTENANCE:

- Inspect inlet protection after every large storm event and if a minimum of once monthly.
- Remove sediment accumulated when it reaches 4 inches in depth.
- Replace filter fabric and clean or replace gravel if clogging is apparent.

BMP: Inlet Protection - Gravel



DESCRIPTION:
Placement of gravel filter over a set to storm drain to filter storm water runoff.

APPLICATION:
Gravel filter inlet protection is used in paved areas where sediment and silt to be collected by construction activities.

INSTALLATION/APPLICATION CRITERIA:

- Place filter fabric over the inlet grate extending one foot past the grate in all directions.
- Place 18 inch fabric over the inlet. Filter fabric should be secured based on soil type.
- Place gravel over to a minimum depth of 12 inches, over the filter fabric, and extending 18 inches past the grate in all directions.

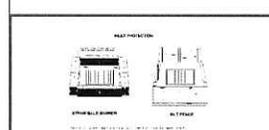
LIMITATIONS:

- Not recommended for maximum drainage areas of one acre.
- Factors flow may require the stormwater down gradient control.
- Preventing soil erosion at inlet.

MAINTENANCE:

- Inspect inlet protection after every large storm event and if a minimum of once monthly.
- Remove sediment accumulated when it reaches 4 inches in depth.
- Replace filter fabric and clean or replace gravel if clogging is apparent.

BMP: Inlet Protection - Silt Fence or Straw Bale



DESCRIPTION:
Sediment capture needed around storm drain inlet.

APPLICATION:
Construction of storm drainage areas located downgradient of areas to be collected by construction activities in paved areas where sediment and silt to be collected.

INSTALLATION/APPLICATION CRITERIA:

- Place equipment behind controls, such as all fence during construction of area.
- When construction of inlet a complete, erect straw bale barrier or all fence surrounding perimeter of area. Place straw bales or equipment in individual BMP installation areas for straw bale barrier and all fence construction.

LIMITATIONS:

- Not recommended for maximum drainage areas of one acre.
- Location to block sediment and silt requires some.
- Requires shallow water adjacent to inlet.

MAINTENANCE:

- Inspect inlet protection after every large storm event and if a minimum of once monthly.
- Remove sediment accumulated when it reaches 4 inches in depth.
- Replace or re-align straw bales or fence if necessary.
- Look for trapping of sediment and re-compact soil around straw bales or fence if required.

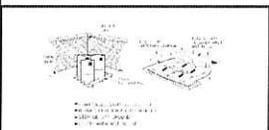
CONCRETE WASTE MANAGEMENT
SCALE: N.T.S.

INLET PROTECTION-CONC. BLOCK
SCALE: N.T.S.

INLET PROTECTION-GRAVEL
SCALE: N.T.S.

INLET PROTECTION-SILT FENCE
SCALE: N.T.S.

BMP: Materials Storage



DESCRIPTION:
Controlled storage of on-site materials.

APPLICATION:

- Storage of hazardous, toxic, and all chemical substances.
- Any construction site with on-site storage of chemicals.

INSTALLATION/APPLICATION CRITERIA:

- Designate a reserved area with delineations on the storage location. Ensure no walkways or on-site utility line materials.
- Construct a contained storage area from berm barrier, interlocking blocks, or similar perimeter confinement around storage location for imperviousness to the area of site.
- Ensure all on-site personnel allow designated storage areas. Do not store excessive amounts of material that will not be stored on site.
- For off-site use of materials away from the storage area ensure materials are not set near to or on the ground or on covered storm drain site. Prevent storm drainage during use.

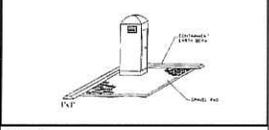
LIMITATIONS:

- Does not prevent contamination due to rainwater of products.
- Spill Prevention and Response Plan still required.
- Only effective if materials are properly stored in controlled locations.

MAINTENANCE:

- Inspect daily and report any damage to permit requirement of security fencing.
- Chemical materials are being stored by stored by, handling caught in labeled containers, highly colored and that no materials are being stored away from the designated location.

BMP: Portable Toilets



DESCRIPTION:
Provision of on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with environmental sanitary facilities for where personnel facilities is for on-site activities.

INSTALLATION/APPLICATION CRITERIA:

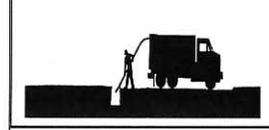
- Locate facilities both in a reserved location throughout the site.
- Provide hand gravel surface and provide water access to the facility for handwashing and site personnel.
- Construct earth berm perimeter (See Earth Berm Barrier Information Sheet), suitable for imperviousness to the area.

LIMITATIONS:
No limitations.

MAINTENANCE:

- Portable toilet should be maintained and good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be disposed in a suitable sewer system for treatment with appropriate agency approval.

BMP: Catch Basin Cleaning



DESCRIPTION:
Monthly catch basin and stormwater inlet on a regular basis to remove pollutants and a high standard of maintenance during the hot path of storm, prevent clogging of the storm drain conveyance system, and reduce the catch basin sediment trapping capacity. A catch basin is defined as a structure used for trapping off of a pipe a sediment trap designed to catch and retain sediments before the main flow. This structure does not focus on the cleaning of or untreated sediments from catch basins.

APPLICATION:

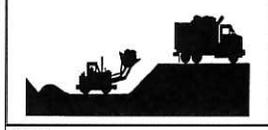
- Regular maintenance of catch basins and inlets is necessary to ensure their proper functioning. Clogged catch basins are not only useless but may act as a source of sediment and pollutants. In general, the key to effective catch basin care is:
- At least annual inspections.
- Proper maintenance to clean catch basins and inlets in areas with the highest potential loading.
- Catch catch basins in high potential load areas just before the wet season to remove sediments and debris accumulated during the winter.
- Keep accurate logs of the number of catch basins cleaned.
- Record the amount of waste collected.

LIMITATIONS:
There are no major limitations to this best management practice.

MAINTENANCE:

- Regular maintenance of public and private catch basins and inlets is necessary to ensure their proper functioning. Clogged catch basins are not only useless but may act as a source of sediment and pollutants. In general, the key to effective catch basin care is:
- Annual/quarterly inspection of public and private facilities to ensure structural integrity, clean basins, and a minimum of catch basins and inlets.
- Keep logs of the number of catch basins cleaned.
- Record the amount of waste collected.

BMP: Detention/Infiltration Device Maintenance



DESCRIPTION:
Proper maintenance and efficient removal is required on both a routine and corrective basis to provide effective stormwater pollution removal efficiencies for wetland and stormwater pollution control devices.

APPLICATION:

- Remove all other sediment accumulation.
- Periodic clean accumulated sediment and soil out of the treatment device.
- Efficient device will remove sediment when the infiltration rate drops below 1 inch per hour.
- Removal of accumulated sediment, trash, and debris should occur every six months or as needed to prevent clogging of control devices.
- Vegetation growth should not be allowed to exceed 18 inches in height.
- Allow the device periodically check for clogging, erosion and tree growth on the device itself.
- Coordinate the maintenance with regular attention for any weed.
- Coordinate the maintenance with regular attention for any weed.
- Coordinate the maintenance with regular attention for any weed.
- Coordinate the maintenance with regular attention for any weed.

LIMITATIONS:

- Not effective for point discharges and produce storm water that offers excess the requirements of many states.
- Requires regular attention to labor and cost intensive.

MATERIALS STORAGE
SCALE: N.T.S.

PORTABLE TOILETS
SCALE: N.T.S.

CATCH BASIN CLEANING
SCALE: N.T.S.

DETENTION/INFILTRATION DEVICE MAINTENANCE
SCALE: N.T.S.

PROJECT:	EMERALD	NO.:	1411186
DATE:	01/15/2024	SCALE:	AS SHOWN
DESIGNER:	AMERICAN FORK POPEYES	DATE:	01/15/2024
CHECKED:	AMERICAN FORK POPEYES	DATE:	01/15/2024
APPROVED:	AMERICAN FORK POPEYES	DATE:	01/15/2024



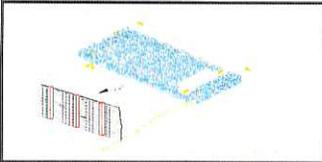
BENCHMARK ENGINEERING & LAND SURVEYING
100 SOUTH STATE STREET SUITE 100
AMERICAN FORK, UTAH 84303
PHONE: 435.863.1111
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1027 NORTH STATE ROAD
AMERICAN FORK, UTAH

BMP DETAILS

CEP.04
11 OF 16

BMP: Equipment and Vehicle Wash Down Area



DESCRIPTION:
A stabilized pad of crushed stone for general washing of equipment and construction vehicles.

APPLICATION:
At any site where regular washing of vehicles and equipment will occur. May also be used as a filtering point for water tracks leading erosion caused by overflow or spillage of water.

INSTALLATION/APPLICATION CRITERIA:

- Clear and grade area and grade to provide minimum slope of 1%.
- Compact subgrade and place filter fabric. If desired, permeable fabric for wash areas is recommended for more than 3' installed.
- Place coarse aggregate, 1 to 2 1/2" inches in size, to a minimum depth of 8" inches.
- Install sill fence downgradient (see sill fence BMP information sheet).

LIMITATIONS:
Cannot be utilized for washing equipment or vehicles that may cause contamination of runoff such as fertilizer equipment or concrete equipment. Safety vest for control and wear in wash water.

MAINTENANCE:

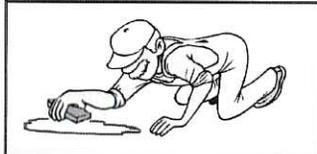
- Inspect daily for loss of gravel or sediment buildup.
- Inspect traps and area for sediment deposit and install additional catch basins, if necessary.
- Repair area and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate activities.
- Maintain sill fence as defined in specific sill fence BMP information sheet.

EQUIPMENT AND VEHICLE WASHDOWN AREA

SCALE: N.T.S.

9

BMP: Spill Clean-Up



DESCRIPTION:
Procedures to clean up leakage/spillage of on-site materials that may be harmful to receiving waters.

APPLICATION:
All sites.

GENERAL:

- Store contained materials within a storage area.
- Utilize personnel and prevention and clean up techniques.
- Designate an Emergency Coordinator responsible for enforcing preventative practices and for providing spill response.
- Maintain a supply of clean up equipment on-site and post a list of local response agencies with phone numbers.

METHODS:

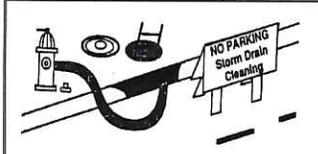
- Clean up spills/leaks immediately and remediate cause.
- Use as little water as possible. NEVER RELEASE ANY OILY SPILL CONTAMINATED MATERIAL.
- Use mop or absorbent material for clean up. Locate contaminated spill. Deposit of clean-up material and soil on hazardous waste.
- Document all spills with date, location, substance, volume, actions taken and other pertinent data.
- Contact local fire Department and State Division of Environmental Response and Remediation (Phone #202-4168) for any spill response quantity.

SPILL CLEAN-UP

SCALE: N.T.S.

10

BMP: Storm Drain Flushing



DESCRIPTION:
A storm drain is "flushed" with water to unplug and remove deposited materials. Flushing is particularly beneficial for storm drain pipes with grades too flat to be self-cleaning. Flushing helps ensure pipes convey design flow and remove pollutants from the storm drain system.

APPROACH:

- Locate reaches of storm drain with deposit problem and develop a flushing schedule that keeps the pipe clear of excessive buildup.
- Whenever possible, flushed effluent should be collected, decanted, evaporated, and disposed of in a landfill.

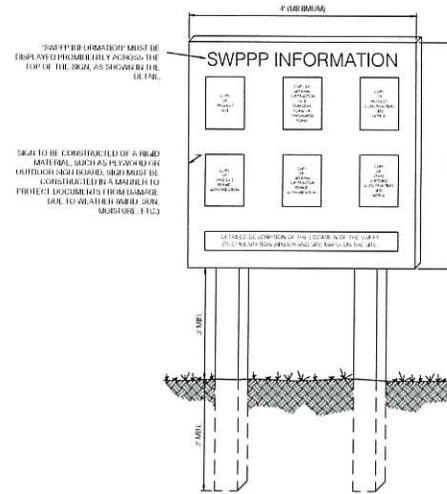
LIMITATIONS:

- Most effective in small diameter pipes (6-12 inch diameter pipe or less, depending on water supply and sediment collection capacity).
- Water source may be available.
- May have difficulty finding downstream area to collect sediments.
- Requires liquid/sediment disposal.

STORM DRAIN FLUSHING

SCALE: N.T.S.

11



- NOTES:**
- 1) THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE CONSTRUCTION JOB OF THE SITE. SIGN MUST BE ACCESSIBLE AND VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTIVE TO TRAFFIC AS TO CAUSE A SAFETY HAZARD.
 - 2) ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION. THE DRY-TO-TEMPERATURE (DUT) IS TO BE FOLDED FOR THE PERMITS.
 - 3) CONTRACTOR SHALL POST OTHER SIGNAGE AS NECESSARY FOR TRAFFIC AND SEDIMENT CONTROL RELATED PERMITS AND THE SIGN SHALL BE VIEWABLE BY THE GENERAL PUBLIC.
 - 4) SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
 - 5) CONTRACTORS BE RESPONSIBLE FOR ENSURING STABILITY OF THE SWPPP INFORMATION SIGN.

SWPPP INFORMATION SIGN

(NOT TO SCALE)

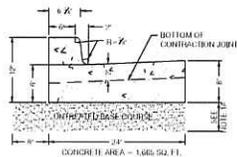
XX

PROJECT NO.	1411166
DATE	12/08/14
DRAWN BY	MM
CHECKED BY	MM
DATE	12/08/14
SCALE	AS SHOWN
PROJECT	CONSTRUCTION
STRUCTURE	CONSTRUCTION
LOCAL REGULATORY AGENCIES SHALL BE ADVISED TO OBTAIN NECESSARY PERMITS PRIOR TO LETS	



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 www.benchmarkcivil.com

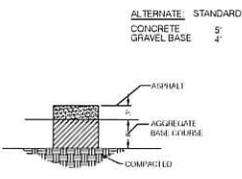
AMERICAN FORK POPEYES HZ PROPS, LLC
 1027 NORTH STATE ROAD
 AMERICAN FORK, UTAH



TYPE A

- NOTES:**
1. REFER TO THE 2-DIMENSIONAL MATERIAL QUANTITIES BY DRAWING SECTION 2.01.02.
 2. 1.5" MIN. CURB SHALL BE A MINIMUM 4" THICK WITH UNREINFORCED CONCRETE OR 3" THICK WITH REINFORCED CONCRETE.
 3. FORMING SHALL BE 1/2" THICK UNLESS OTHERWISE SPECIFIED. FORMS SHALL BE UNFACED ON THE INSIDE.
 4. CURB SHALL BE REINFORCED WITH #4 BARS.
 5. COMPACT THE GRAVEL BASE TO 95% OF THE MAXIMUM THEORETICAL DENSITY OR AS PER THE GREATER ADOPTED STANDARD SPECIFICATION. PROVIDE PROPER CURB CONSTRUCTION AND PROTECT THE CURB FROM DAMAGE DURING THE CONSTRUCTION.
 6. CONCRETE SHALL BE CLASSIFIED AS PER SECTION 2.01.02.
 7. CURB SHALL BE REINFORCED WITH #4 BARS.
 8. REINFORCEMENT SHALL BE PLACED AT THE BOTTOM OF THE CURB.
 9. CURB SHALL BE REINFORCED WITH #4 BARS.
 10. CURB SHALL BE REINFORCED WITH #4 BARS.
 11. CURB SHALL BE REINFORCED WITH #4 BARS.
 12. CURB SHALL BE REINFORCED WITH #4 BARS.
 13. CURB SHALL BE REINFORCED WITH #4 BARS.
 14. CURB SHALL BE REINFORCED WITH #4 BARS.
 15. CURB SHALL BE REINFORCED WITH #4 BARS.
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 17. CURB SHALL BE REINFORCED WITH #4 BARS.
 18. CURB SHALL BE REINFORCED WITH #4 BARS.
 19. CURB SHALL BE REINFORCED WITH #4 BARS.
 20. CURB SHALL BE REINFORCED WITH #4 BARS.

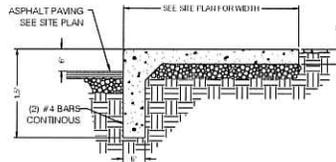
STD. CURB & GUTTER
SCALE: N.T.S. (APWA PLAN NO. 259) ①



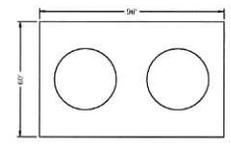
STANDARD DUTY PAVEMENT

- NOTE:**
1. FOR REPAIRS AND PATCHES OF PAVEMENT SECTIONS SEE 'STRUCTURAL ENGINEER'.
 2. FOR DOWEL DESIGN OF PAVEMENT SECTIONS SEE 'GEO TECHNICAL ENGINEER'.
- * **GEO TECHNICAL REPORT REQUIRED, USE GEO TECHNICAL REPORT RECOMMENDATIONS IF DIFFERENT FROM THIS SECTION.**

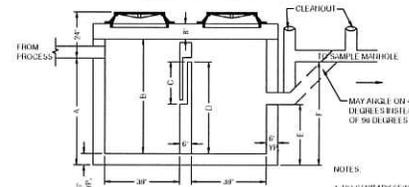
PAVEMENT SECTIONS
SCALE: N.T.S. ②



TYPICAL CONCRETE INTEGRAL WALK / CURB
SCALE: N.T.S. ③



LID DIMENSIONS

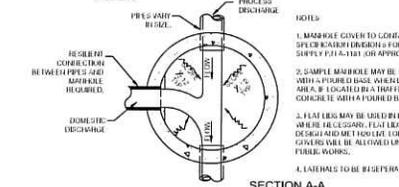
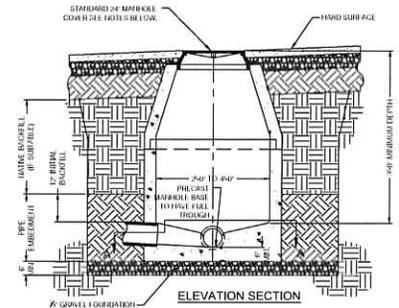


INSIDE AND PLUMBING

- NOTES:**
1. LID SHALL BE 1/2" OVER THROUGH TOP.
 2. DIMENSIONS MAY VARY.
 3. SEE REVISIONS TO BE DETERMINED BY ASHUT ACTIVITY.

DEPTH (IN)	GRAVEL (CY)					
12"	0.25	0.25	0.25	0.25	0.25	0.25
18"	0.38	0.38	0.38	0.38	0.38	0.38
24"	0.50	0.50	0.50	0.50	0.50	0.50
30"	0.63	0.63	0.63	0.63	0.63	0.63
36"	0.75	0.75	0.75	0.75	0.75	0.75
42"	0.88	0.88	0.88	0.88	0.88	0.88
48"	1.00	1.00	1.00	1.00	1.00	1.00

GREASE TRAP
SCALE: N.T.S. ④



SAMPLING MANHOLE BOX
SCALE: N.T.S. ⑤

NO.	DATE	DESCRIPTION
1	01/15/2024	ISSUED FOR PERMIT
2	01/20/2024	ISSUED FOR PERMIT
3	01/25/2024	ISSUED FOR PERMIT
4	02/01/2024	ISSUED FOR PERMIT
5	02/05/2024	ISSUED FOR PERMIT
6	02/10/2024	ISSUED FOR PERMIT
7	02/15/2024	ISSUED FOR PERMIT
8	02/20/2024	ISSUED FOR PERMIT
9	02/25/2024	ISSUED FOR PERMIT
10	03/01/2024	ISSUED FOR PERMIT



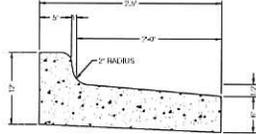
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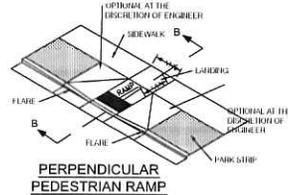
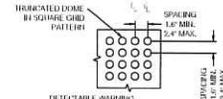
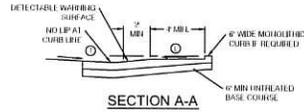
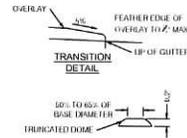
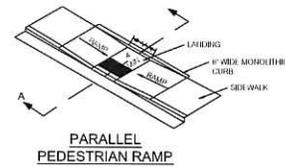
PROJECT: 141166
DETAILS AND NOTES
CDT.01
13 OF 16

NOTE: 6" MIN. OF UNTREATED BASE COURSE REQUIRED UNDER CURB AND GUTTER. COMPACT TO 90% ASSHTO 14-MB METHOD.

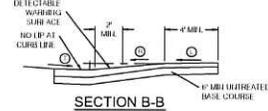


TYPICAL RELEASE CURB AND GUTTER
SCALE: N.T.S.

1



FLARE IS ACCEPTABLE IN LIEU OF FULL HEIGHT CURB. SEE LOCAL AGENCY REQUIREMENTS.



DIRECTION OF TRAVEL OR APPROACH

THIS DRAWING PRODUCED BY THE U.S. ACCESS BOARD



INTERNATIONAL SYMBOL OF ACCESSIBILITY

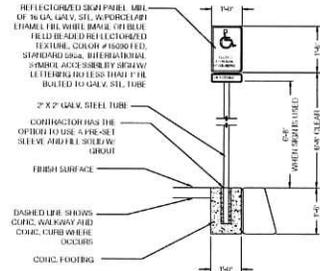
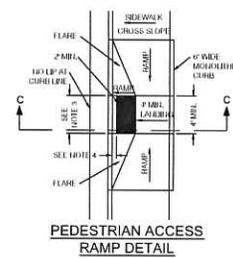


THIS DRAWING PRODUCED BY THE U.S. ACCESS BOARD

STRIPING SYMBOLS
SCALE: N.T.S.

STANDARD ACCESS RAMP
SCALE: N.T.S.

2



SLOPE TABLE			
ITEM	RAMPING SURFACE*	CROSS SLOPE	
○	LANDING	1.5% (1V:66H) (b)	1.5% (1V:66H) (b)
○	RAMP	8.33% (1V:12H) (b)	1.5% (1V:66H) (b)
○	TRANSITION	3% (1V:33H) (d)	1.5% (1V:66H) (b)
○	SIDEWALK	-	1.5% (1V:66H)
○	FLARE	10% (1V:10H)	-

* REQUIRED SLOPE IS BY THE DIRECTION OF PEDESTRIAN TRAVEL, WHILE CROSS SLOPE IS PERPENDICULAR TO PEDESTRIAN TRAVEL.

(b) TRANSITION RAMPING SLOPE NEEDS TO BE CONTINUED ACCESS FLARE CURB CUT, RAMP GUTTER PAV TO MEET REQUIRED TRANSITION SLOPE AT CURB CUT (MAX. ABOVE FLOWLINE).

EXCEPTION:

(b) IF SLOPE REQUIREMENTS CANNOT BE ACHIEVED ON MINIBLOCK RAMP'S CONTACT THE ENGINEER.

(d) PARALLEL RAMP'S ARE NOT REQUIRED TO EXCEED 15 FEET IN LENGTH.

(e) CROSS SLOPE REQUIREMENT DOES NOT APPLY AT PERPENDICULAR RAMP MINIBLOCK CROSSING.

NOTES:

1. CONFIGURATION OF RAMP'S AND LANDINGS MAY BE CHANGED BUT MUST MEET PEDESTRIAN RAMP DIMENSIONS AND SLOPE REQUIREMENTS. SPECIFIC DIMENSIONS MAY VARY. THE USE OF FLARE'S, CURB WALLS, ETC. ARE AT THE DISCRETION OF THE ENGINEER.
2. PERPENDICULAR AND PARALLEL PEDESTRIAN RAMP'S SHOWN ON THIS DRAWING ARE ACCEPTABLE FOR USE AT MINIBLOCK CROSSING.
3. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF RAMP, LANDING OR CURB CUT. SEE DETAIL A FOR DETECTABLE WARNING SURFACE DIMENSIONS.
4. LOCATE DETECTABLE WARNING SURFACE SO THAT THE EDGE NEAREST THE STREET IS 4 TO 6 INCHES FROM THE TOP BACK OF CURB.
5. PROVIDE DETECTABLE WARNING SURFACE. COLOR SHALL BE YELLOW.
6. USE CLASS AA (P) CONCRETE.
7. USE 6" MIN. DEPTH OR UNGRADED BASE COURSE UNDER FULL CURB CUT. FLATWORK COMPACTED TO 90% MODIFIED DRY DENSITY.

NO.	REVISION	DATE	DESCRIPTION
1	ISSUED	11/11/2016	FOR TAKE OFF



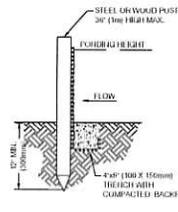
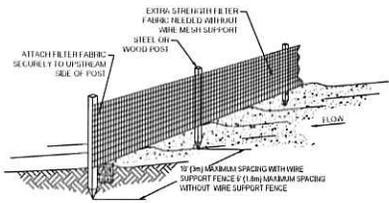
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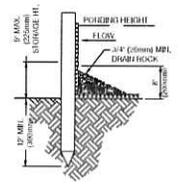
DATE: 11/11/2016

DETAILS AND NOTES

CDT.02
14 OF 16



TRENCH DETAIL

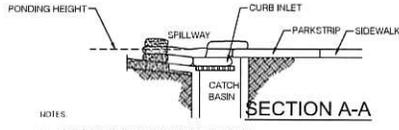


INSTALLATION WITHOUT TRENCHING

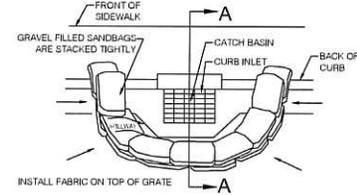
- NOTES**
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 2. INSPECT AND REPAIR FENCE AT EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. IF (Catching) MAXIMUM RECOMMENDED STORAGE HEIGHT.
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

SILT FENCE
SCALE: N.T.S.

1



- NOTES**
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STEEL SEWER LIPS WHERE WATER CAN FLOW AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
 2. SANDBAGS OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
 3. LEAVE ONE SANDBAG GAP BY THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
 4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELLED SURFACE IMMEDIATELY.



PLAN VIEW

SEDIMENT BARRIER
SCALE: N.T.S.

2

PROJECT	1411196
DATE	11/11/16
DESIGNER	CDT
CHECKER	CDT
DATE	11/11/16
SCALE	AS SHOWN
PROJECT	1411196
DATE	11/11/16
DESIGNER	CDT
CHECKER	CDT
DATE	11/11/16
SCALE	AS SHOWN



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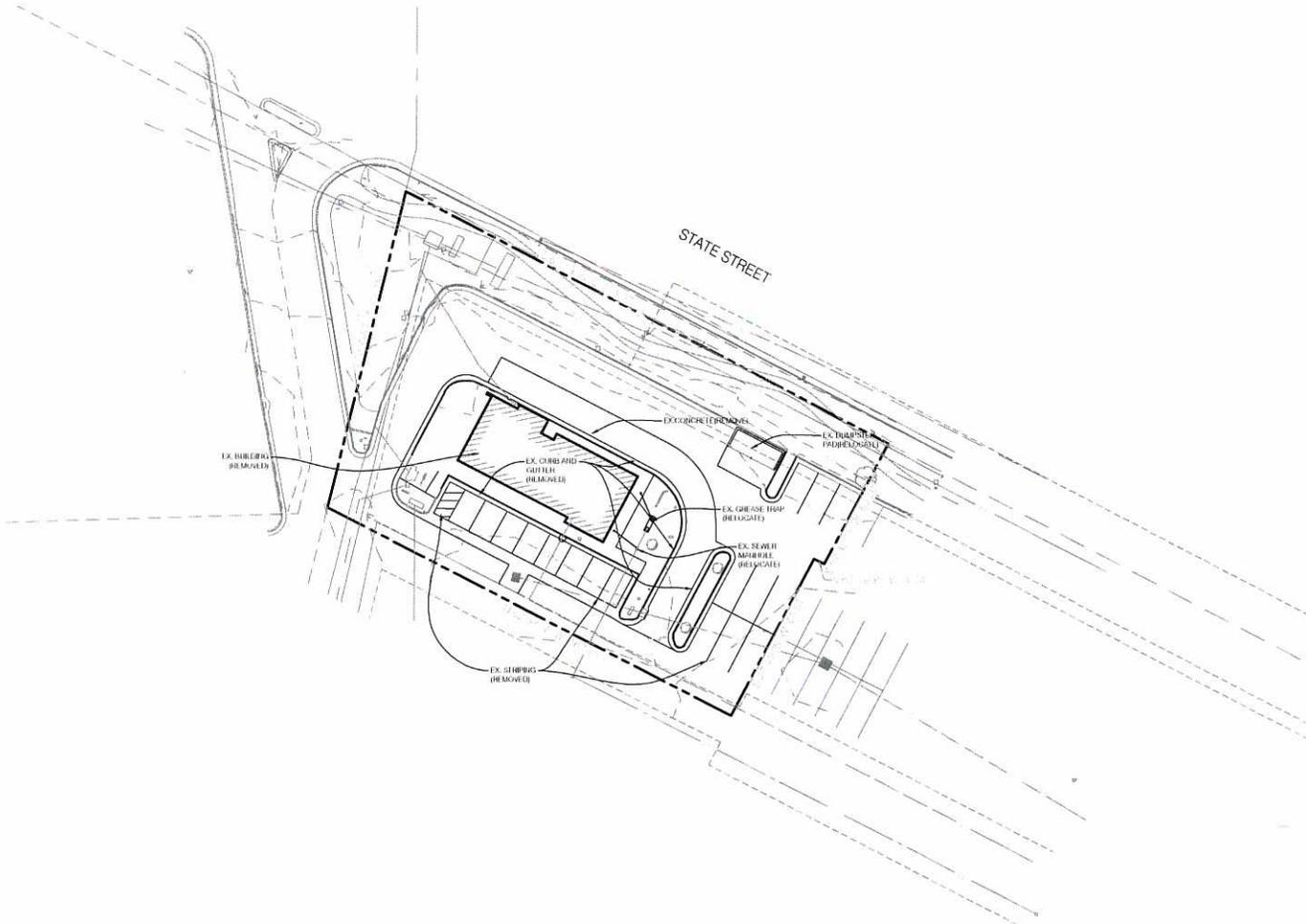
Project No. 1411196

DETAILS AND NOTES

CDT.03
15 OF 16



GRAPHIC SCALE



PROJECT NO.	14111606
DATE	12/20/14
SCALE	AS SHOWN
DESIGNED BY	14111606
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	
DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
DATE	
SCALE	



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DEMOLITION PLAN
 CDP.01
 16 OF 16



BENCHMARK
ENGINEERING & LAND SURVEYING, LLC
9130 South State Street, Suite 100
Sandy, Utah 84070
Office 801.542.7192
Fax 801.542.7195

February 3, 2015

RE: Sensitive Lands for:

Popeyes

1027 NW State Street

American Fork, UT

Dear Andy Spencer,

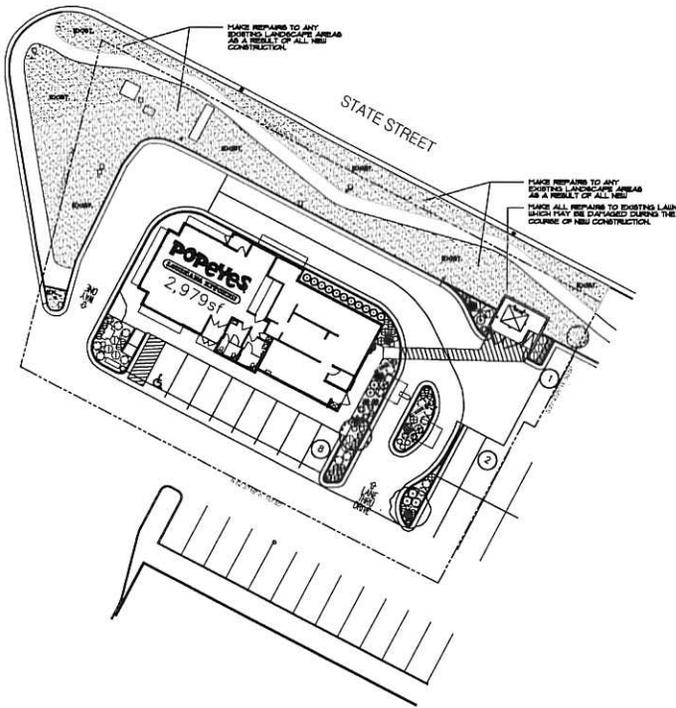
The Sensitive Lands Ordinance requires that at wetlands, soils, vegetation, water rights, archeology, etc. be reviewed and determine any impacts. Since this is an existing developed site all the items required have previously been addressed and/or disturbed except for the geologic and flood plain hazards. The flood plain for this location according to FEMA is zone X with no 100 year flooding elevations existing at the site. At this juncture, all items appear to be addressed with exception of the soils report review requirement. We request that all the other items be considered complete.

Sincerely,

LeeAnn D. Miller, P.E.

Attachments

Title Report



PLANT LIST (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
1		<i>Pinus strobus</i> 'Cupressata'	Columnar Norway Spruce	8' Minimum Ht. 5" x 4" DB	Full Throughout Operation
1		<i>Pyrus calleryana</i> 'Silverball'	Silverball Flowering Pear	2" Caliper 8'-10" Heights	Full Head Crown Brightest Trunk
1		<i>Tilia tomentosa</i> 'Sterling Silver'	Sterling Silver Linden	2 1/2" Caliper 10'-12" Heights	Full Head Crown Brightest Trunk

PLANT LIST (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
1		<i>Buxa microphylla</i> 'Little Jane'	Little Jane Boxwood	5 Gallon	18"-24" Heights
4		<i>Euonymus alatus</i> 'Compactus'	Quart Burning Bush	5 Gallon	18"-24" Heights
1		<i>Physocarpus opulifolius</i> 'Diable'	Diablo Nivea	5 Gallon	24"-36" Heights
6		<i>Rhus aromatica</i> 'Low Grow'	Grow Low Sumac	5 Gallon	18"-24" Spread
10		<i>Spiraea toment.</i> 'Neon Flash'	Neon Flash Spirea	5 Gallon	18"-18" Heights
2		<i>Yucca filamen.</i> 'Golden Beard'	Golden Beard Yucca	5 Gallon	18"-18" Heights

PLANT LIST (ORNAMENTAL GRASSES/PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
6		<i>Calamagrostis</i> s. 'Povstar'	Povstar Feather Grass	5 Gallon	24"-36" Heights
4		<i>Calamagrostis</i> s. 'Overcast'	Overcast Feather Grass	5 Gallon	24"-36" Heights
20		<i>Hemerocallis</i> 'Stella d'Or'	Stella d'Or Day Lily	1 Gallon	9"-12" Spread
10		<i>Lavandula</i> 'Hidocote Blue'	Hidocote Lavender	1 Gallon	12"-15" Heights
6		<i>Pennisetum alopec.</i> 'Yemeni'	Yemeni Du. Fountain Grass	2 Gallon	12"-15" Heights

** Plant material quantities are provided for convenience ONLY. The contractor shall provide and install all plant materials within shown or noted, and in the container size and overall plant size as specified.

PLANTING NOTES

- All lawn areas shall receive a 4 inch depth of topsoil, all shrub planting areas shall receive an 8 inch depth of topsoil. Topsoil material is not expected to be available at the site and must be imported from an approved local source. All topsoil material shall be of a sandy loam mix.
- Prior to placement of topsoil, all subgrade shall be loosened by scarifying the soil to a depth of 6 inches, by the use of mechanical means, in order to create a transition layer between existing and new soils.
- All lawn areas shall be seeded using high grade material of a water conservative mixture, and shall be covered with drought tolerant Bluegrass 4 monoc. Prior to installation, all areas shall receive a starter fertilizer applied at the rate recommended by the manufacturer.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
- Plant backfill mixture shall be composed of 3 parts topsoil to 1 part lime additive, and shall be rotary mixed on-site prior to installation. There should be a designated pile of backfill mix on-site.
- Plant fertilizer shall be 14-0-0 from 21 gram tubules used as per manufacturer's recommendations.
- Plant fertilizer shall receive an Arbor Guard trunk protector or equal, and have a 3/8 inch diameter root-free ring. All trees shall be staked for wind protection, unless otherwise indicated.
- Upon completion of planting operations, all shrub pits and tree wells shall receive a four inch depth of fine ground bark, such mixture as a cover. The overall shrub beds themselves shall receive a 4" depth of decorative stone surfacing over Pro-3 weed barrier fabric. The decorative stone materials to be "BIO" shall be "Calliope" (or equal) in sizes as specified. This material is available through several local suppliers. The final material type will be chosen once the building colors are determined on the project.
- In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark inside water well. The remainder of the planter bed shall receive the depth of decorative stone.
- Landscape maintenance shall be required for a period through the second mowing of the lawn (50 days minimum) and shall include mowing, weeding, pruning and one fertilization. In addition to the initial maintenance period, the landscape contractor will provide a separate price as an additive alternate to extend the maintenance period through the one-year warranty period. The one-year contract will be between the landscape contractor and the Owner.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

GENERAL NOTES

- All bidding landscape contractors shall have a minimum of 5 years experience in the installation of commercial landscape and irrigation projects, and be able to supply the necessary staff to perform all tasks associated with these drawings, and in a professional and timely manner.
- The landscape contractor, at all times, shall have personnel on-site experienced in being able to interpret the drawings correctly, and accurately measure the actual location of all existing and proposed utilities, and all site conditions prior to beginning work. The contractor shall coordinate its work with the project manager and all other contractors working on the site.
- The finish grade of all planting areas shall be smooth, even and consistent, free of any humps, depressions or other grading irregularities. The finish grade of all landscape areas shall be consistently 1/2" below all walks, curbs, etc.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- All plant material shall be approved prior to plant placement. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the specifications.
- The contractor shall plant all plants per the planting details, stake/guy as shown. The top of the rootballs shall be planted flush with the finish grade.

SUBMITTAL REQUIREMENTS

- The contractor shall provide to the Owner/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulch, weed barrier fabric, soil amendments & import topsoil in order to obtain approval to be used on the project, and prior to any shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
- All plant materials shall be secured for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to planting of the project. No substitutions will be considered following this time period.

SUB-GRADE REQUIREMENTS

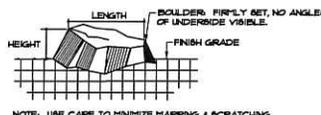
- LAWN AREAS - 8in (8) inches below finish grade. This will allow for the installation of a four inch depth of topsoil along with the seeding material, leaving it slightly below finish grade and concrete areas.
 - SHRUB AREAS - Twelve (12) inches below finish grade. This will allow for the installation of an eight inch depth of topsoil along with a four inch depth of bark mulch or decorative stone, leaving it slightly below finish grade and concrete areas.
- NOTE: The landscape contractor shall coordinate early on in the construction schedule with the architect/contractor, in order to ensure that all sub-grade elevations mentioned above are achieved prior to topsoil installation. Failure to do this will not relieve the contractor from providing the specified topsoil depths.

PLANT MATERIAL QUALITY NOTE:

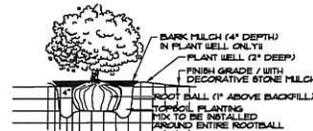
All plant materials shall be of neither one quality and size for the container specified. All materials of each variety shall be furnished by the same supplier and come from the same stock or group. The Owner and Landscape Architect have the right to reject any and all plant material not meeting specification or in a healthy condition for the project. The contractor shall secure all plant materials for the project a minimum of 60 days prior to the anticipated installation date. No plant material substitutions will be considered following the 60 day period. All plant materials shall be reviewed and approved prior to shipment to the site.

LEGEND

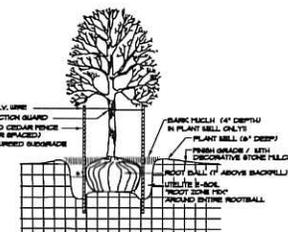
Symbol	Description	Remarks
	Landscape Boulder, 4" Min. Size / Horizontally Seeded	Boulder Proport. to the "Calliope" and be from Local Boulder. Same Earth Color to Match Brick or Stone Color.
	3/8" x 6" Bezel Landscape Edging Green Color / 16 Foot Lengths	Install in True Lines, Flush to All Concrete Edges & in Locations Shown. Compact Sub-grade Prior to Installation.
	4" x 4" Flat Extruded Flowering Natural Concrete Color	Install in True Lines, Flush to All Concrete Edges & Between All Lawn & Shrub Areas. Compact Sub-grade Prior to Installation.
	Existing Landscape Area / Protect During Course of Construction	Landscape Areas to Remain in Place, Except for Any Required Repairs to Damaged Areas Due to Construction Operations.
	Weed Bed / 1 1/2" Minimum Size / Product to be "Calliope"	Install Specified Material with a Depth of 4 inches, a One "Height" Pro-3 Weed Barrier Fabric, secured Per Manufacturer's Specs.



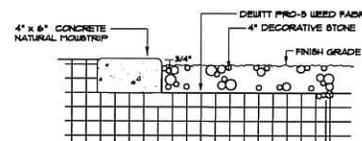
4 LANDSCAPE BOULDER
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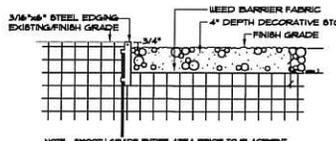
5 SHRUB PLANTING
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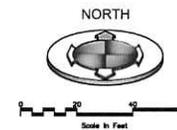
1 TREE PLANTING
N.T.S.



2 MOWSTRIP/STONE MULCH
N.T.S.



3 STEEL EDGING / MULCH
N.T.S.



LANDSCAPE ARCHITECT

rdi Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone: 801-647-3114
Email: rcdesign@comcast.net

PROJECT NO.	1411160
DATE	01/05/15
SCALE	N.T.S.
DESIGNER	
CHECKED	
APPROVED	
DATE	

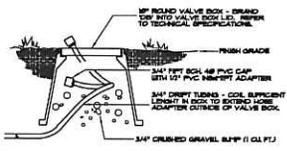


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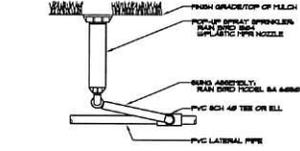
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AMERICAN FORK POPEYES
1027 W STATE STREET
AMERICAN FORK CITY, UTAH COUNTY, UTAH

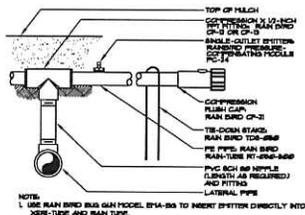
Project: 1411160
Landscape Plan
L-101



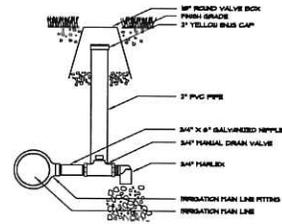
1 COMPRESSION FLUSH CAP
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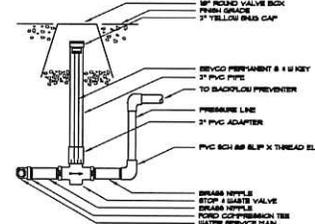
2 POP-UP SPRAY SPRINKLER
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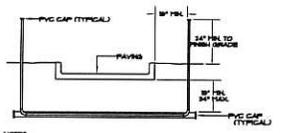
3 PVC TEE TO PE CONNECTION
N.T.S.



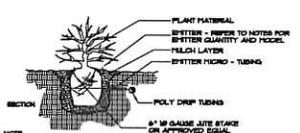
4 MANUAL DRAIN VALVE
N.T.S.



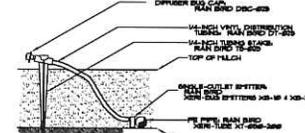
5 STOP AND WASTE VALVE
N.T.S.



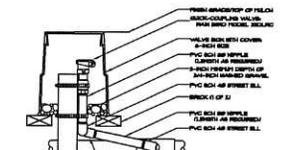
6 SLEEVING
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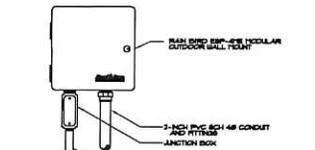
7 DRIP EMITTER
N.T.S.



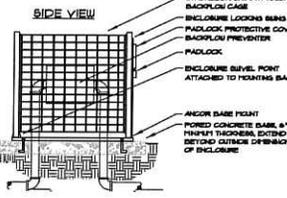
8 EMITTER INTO XERI-TUBE
N.T.S.



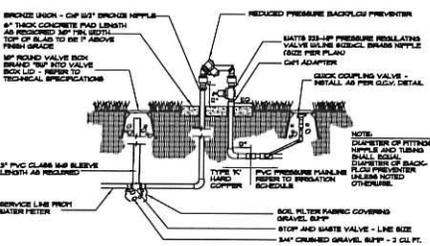
9 QUICK COUPLER VALVE
N.T.S.



10 WALL MOUNT CONTROLLER
N.T.S.



11 BACKFLOW ENCLOSURE
N.T.S.



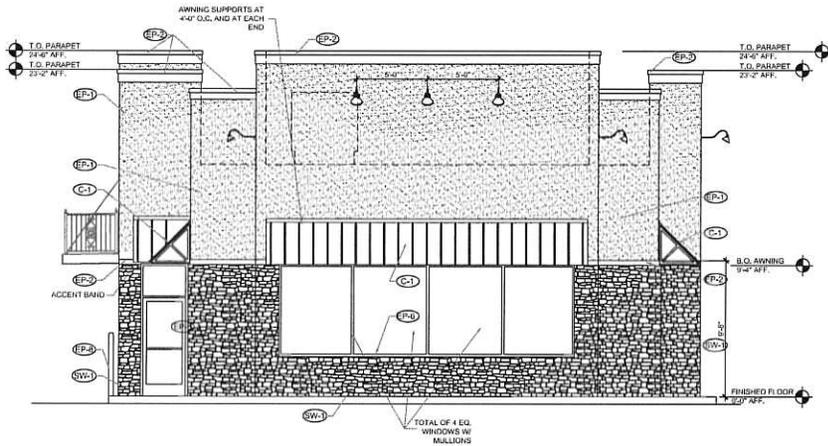
12 BACKFLOW PREVENTION DEVICE
N.T.S.

PROJECT NO.	1411156
DATE	01/05/15
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
IN CHARGE	
DATE	
SCALE	
PROJECT	

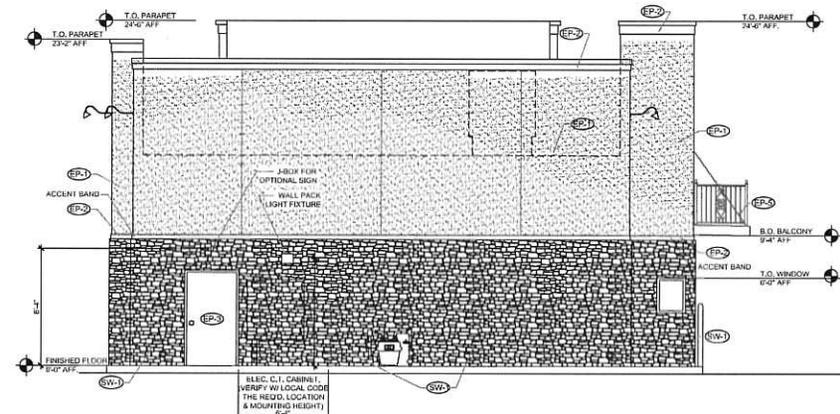


BENCHMARK ENGINEERING & LAND SURVEYING
 1027 W STATE STREET
 AMERICAN FORK CITY, UTAH COUNTY, UTAH
 www.benchmarkutah.com

HZ PROPS UT, LLC
AMERICAN FORK POPEYES
 1027 W STATE STREET
 AMERICAN FORK CITY, UTAH COUNTY, UTAH

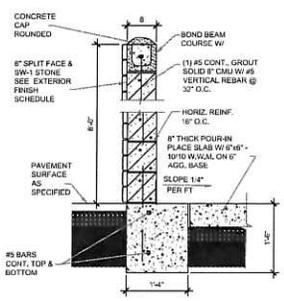


1 WEST ELEVATION
1/2"=1'-0"

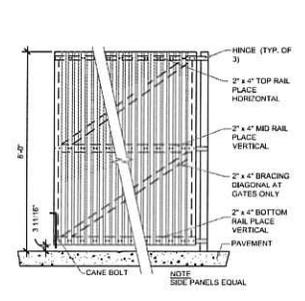


2 EAST ELEVATION
1/2"=1'-0"

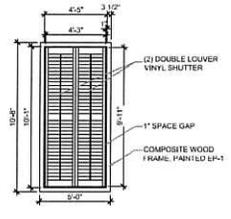
POPEYES LOUISIANA KITCHEN		Exterior Finish Schedule				
New Construction and Reimaging		Update: 5/3/2012				
Mark	Location	Supplier / Mfg.	Material	Specification	Color	Finish / Notes
EP-1	MAIN WALL SURFACE ABOVE ACCENT TRIM		PAINT: EP'S FORMULA	42155-20	DELIGHTFUL GOLDEN	185 LOW LUSTRE
EP-2	WALL SURFACE ACCENT SHUTTER BORDERS	BENJAMIN MOORE	PAINT: EP'S FORMULA	42188-10	EXOTIC RED	185 LOW LUSTRE
EP-3	WEST DOOR		EP'S METAL PAINT	42187-20	MUCHA BROWN	185 LOW LUSTRE
EP-4	SHUTTERS	SPRUIT HICORN HAZARD.COM	1/4 1 1/2" VINYL SHUTTERS (bakery)	L2-VINYL	UNFINISHED	835 PAINTABLE
EP-5	BALCONY AND HALLING	BENJAMIN MOORE	PAINT	42340-10	RAIN FOREST FOLIAGE	110 SEMI GLOSS
EP-6	HALING VENDOR / TIGER DRYLAC	HALING VENDOR / BENJAMIN MOORE	METAL / POWDER COAT	5AL 0009	HUNTER GREEN	SMOOTH
EP-7	STORM FRONT GLAZING	YOK AP	ANODIZED ALUMINUM	4590-10	DARK BRONZESTONE	21-28 DAYS
EP-8	STORM FRONT GLAZING		PAINT	84 (2734-76)	RM BRONZE	P-29 BTM Semi Gloss
EP-9	DUMPSTER WALL / GATES	BENJAMIN MOORE	METAL / PAINT	42187-20	MUCHA BROWN	185 LOW LUSTRE
EP-10	MOLLADES / LOG STAMPING		METAL / ASPHALT PAINT	SAFETY & ZONE ACHRYLIC MARKING	HMS SAFETY YELLOW	P50-10
SW-1	STONE WANGSCAT		ELDIORADO STONE		SMOOTH LEUGE	ONCE LAPPING
SW-2	ARMING GRATE (EP'S)		STONE VENEER MORTAR	444 0009	POLYMER MODIFIED	1137-85
C-1	ARMING SUPPORTS		METAL / POWDER COAT	5AL 0009	HUNTER GREEN	SMOOTH
D-1	STANDING SEAM CAVITY	COOPER SALES, INC.	COPPER SALES, INC.	JNA-CLAD	REGAL RED	12" OC / GLAZE PER LOCAL CORR. REQUIREMENTS
EP-9	ANTHRAKITE	BENJAMIN MOORE	PAINT	424-ALUMINUM	ALPHATIC ACRYLIC URETHANE	CLEAN GLOSS



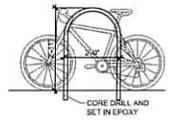
5 DUMPSTER WALL SECTION
1/2"=1'-0"



6 DUMPSTER ENCLOSURE & GATE ELEV.
1/2"=1'-0"

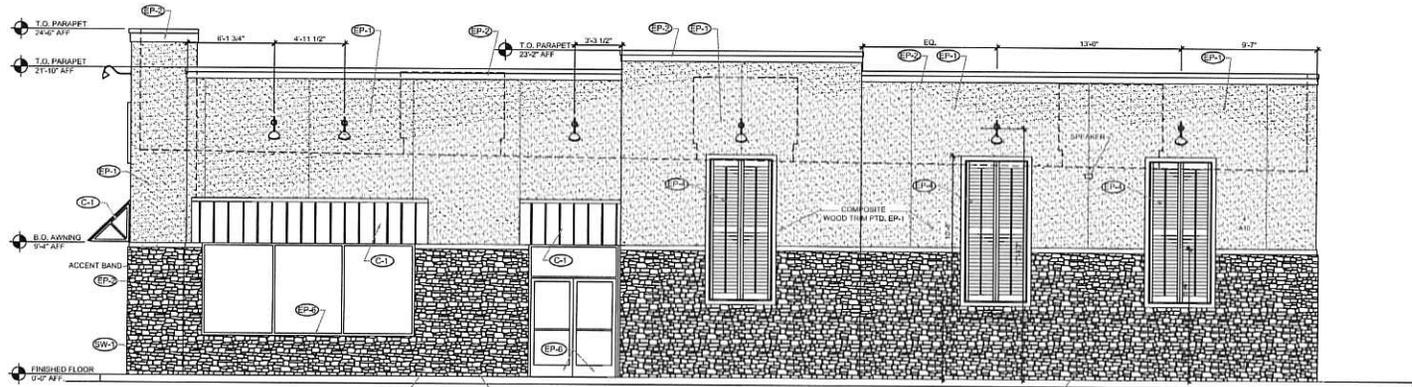


3 SHUTTER DETAIL
1/4"=1'-0"

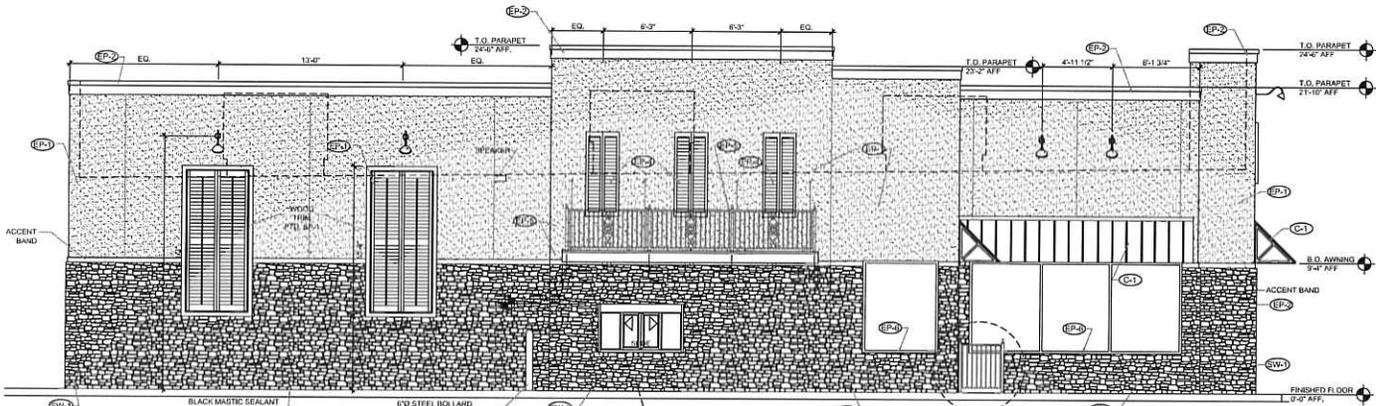


4 BIKE RACK DETAIL
1/2"=1'-0"

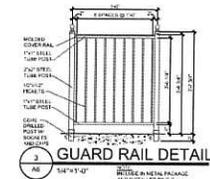
EXTERIOR ELEVATIONS (EAST AND WEST)
AMERICAN FORK POPEYES
HZ PROPS, LLC
 1027 NORTH STATE ROAD
 AMERICAN FORK, UTAH
 PROJECT NO: 1411165
 SHEET NO: 01/14/2015
 DRAWN BY: JAE
 CHECKED BY: JAE
 DATE: 01/14/2015
 SCALE: NOT SET
 PROJECT: POPEYES



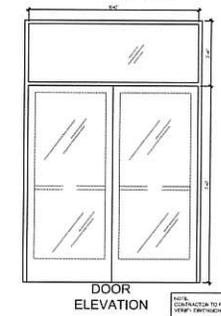
2 SOUTH ELEVATION
1/4" = 1'-0"



1 NORTH ELEVATION
1/4" = 1'-0"



3 GUARD RAIL DETAIL
1/4" = 1'-0"



4 DOOR ELEVATION
1/4" = 1'-0"



5 STOREFRONT DETAIL
1/4" = 1'-0"

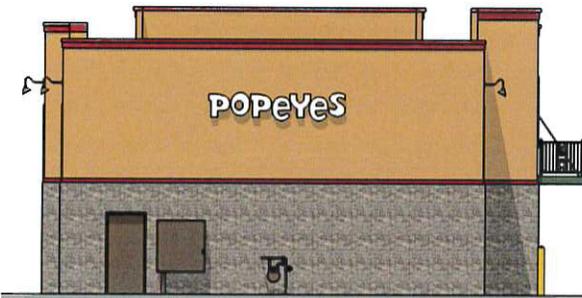
PROJECT NO.	01116015
DATE	01/14/2015
SCALE	AS SHOWN
DESIGNER	AMERICAN FORK POPEYES
CLIENT	HZ PROPS, LLC
ADDRESS	1027 NORTH STATE ROAD AMERICAN FORK, UTAH
PROJECT NO.	1411166
2 OF 2	



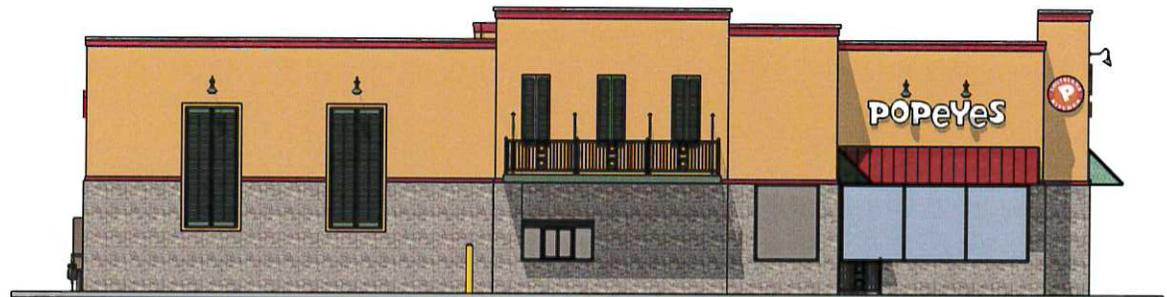
SOUTH ELEVATION



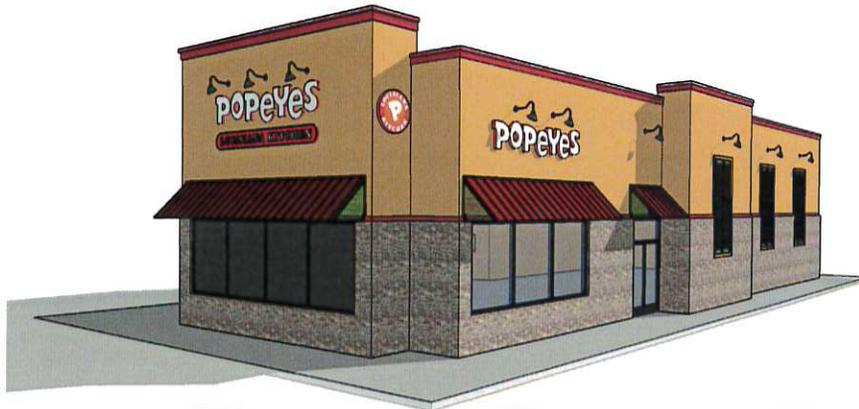
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



BENJAMIN MOORE
DELIGHTFUL GOLDEN
#2158-40

BENJAMIN MOORE
EXOTIC RED
#2086-10

BENJAMIN MOORE
MOCHA BROWN
#2107-20

BENJAMIN MOORE
RAINFORREST FOLIAGE
#2040-10

ELDORADO STONE
SAWTOOTH
RUSTIC LEDGE

AGENDA TOPIC: Hearing, review and action on a commercial site plan for a restaurant (Popeye’s) located at 1027 West State Street in the SC-1 (Planned Shopping Center) Zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION					
Location:		1027 West State Street			
Applicants:		Benchmark Civil			
Existing Land Use:		Commercial			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	Commercial			
Existing Zoning:		SC-1 (Planned Shopping Center)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	Commercial (Lehi City)			
	South	SC-1 (Planned Shopping Center)			
	East	SC-1 (Planned Shopping Center)			
	West	Commercial (Lehi City)			
Growth Plan Designation:		Design Commercial			
Zoning within density range?		x	Yes		No

Background

Popeye’s proposes to demolish the existing Wienerschnitzel restaurant and construct a new franchise.

Popeye’s places an emphasis on drive-through customer traffic. They propose a dual drive-through facility; similar to what exists at McDonalds at 400 East State Street. According to the applicant, 70% of Popeye’s customers utilize their drive-through facility, and it is anticipated that this number will hold true for this site. As a benefit, this dual facility allows sufficient stacking of vehicles as required by the Parking Ordinance. It does, however, eliminate two parking stalls that currently exist. A total of 13 parking stalls are proposed for the site; after the elimination of some spaces for the expanded drive-through and trash enclosure. As the dine-in portion of the restaurant consists of

745 sq. ft., 13 stalls will suffice. However, a reciprocal parking agreement exists between this parcel and other adjacent parcels owned by Woodbury Corporation.

Landscaping will be updated with the new structure. Renderings of the new Popeye's have been provided and are included in the submittal materials.

Consistency with the Land Use Plan:

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

FINDING OF FACT

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

1. The proposed site plan meets the criteria as found in Section 17.7.602 (Planned Shopping Center Projects) of the Development Code.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of the commercial site plan for Popeye's located at 1027 West State Street in the SC-1 (Planned Shopping Center) Zone, with the finding as outlined in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

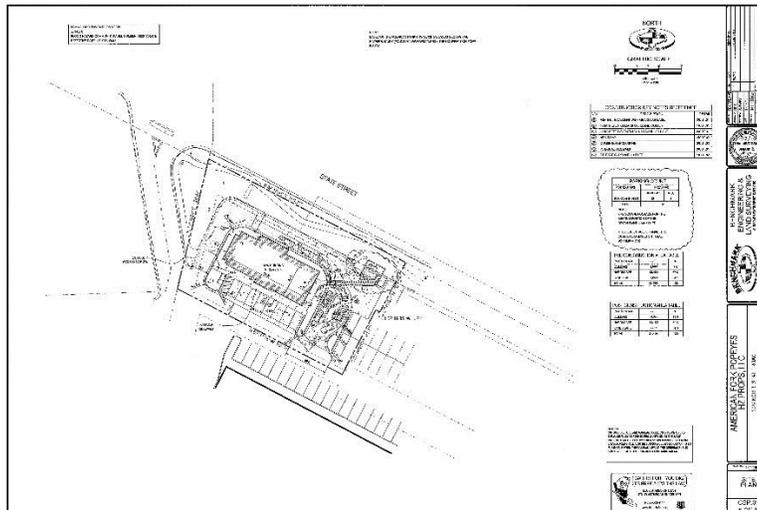
AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 2/18/2015

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: Popeyes
2. Type of Application:

<input type="checkbox"/> Subdivision Final Plat	<input type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input checked="" type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	
3. Project Address: 1027 W State Street
4. Developer / Applicant's Name: Benchmark Civil Engineering
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 2/18/2015 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. The owner must make application to the TSSD for a new commercial sewer connection and comply with all TSSD requirements. An approval letter from TSSD must be submitted to American Fork City.
- B. The Geotechnical Report has been sent to the City's consultant. When the comments are given to the City, they must all be addressed.

Conditions:

- **The water rights conveyance, if needed, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 2/18/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Nathan Schellenberg.

Yes - Marie Adams
Nathan Schellenberg
Rebecca Staten
John Woffinden Motion passes.

3. Hearing, review and action on a commercial site plan for a restaurant located at 1027 West State Street in the SC-1 Planned Shopping Center zone (7:05 p.m.)

Staff Presentation:

Adam Olsen reported this project will take the place of the Weinerschnitzel in The Meadows. Popeyes places an emphasis on their drive-through traffic so the drive-through area is expanded. This is a great improvement. It takes away a few parking stalls, but the designated area for the restaurant meets the parking requirements. The dumpster enclosure will be upgraded, and landscaping will be updated. Also a new building will be built.

Andy Spencer stated he recommends approval.

Applicant Presentation:

LeeAnn Miller represents HC Foods. This is a standard building type for Popeyes. Several have been built in the Salt Lake Valley and Lehi City. This is a great site for their business. They decided to demo the building and construct a new building. Only the grease trap will need to be relocated.

Commission Discussion:

John Woffinden stated Steve Parker is listed for water and Mark Coddington for storm water. They have not been with the City for years.

PUBLIC HEARING

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

MOTION: Rebecca Staten - To recommend approval of the commercial site plan for Popeye’s located at 1027 West State Street in the SC-1 (Planned Shopping Center) Zone.

with the finding as outlined in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

Finding:

- **The proposed site plan meets the criteria as found in Section 17.7.602 (Planned Shopping Center Projects) of the Development Code.**

Condition:

- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 2/18/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Nathan Schellenberg.

Yes -

Marie Adams
Nathan Schellenberg
Rebecca Staten
John Woffinden

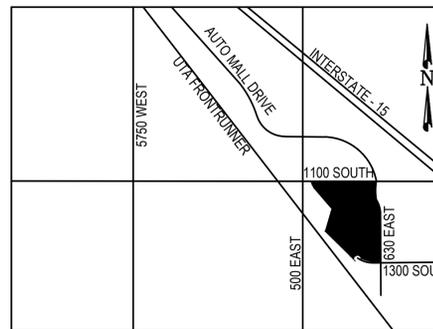
Motion passes.

4. Hearing, review and action on a site plan for the American Fork Apartments, consisting of 192 units, located in the area of 300 South 650 East in the PC-Planned Community zone (7:12 p.m.)

Staff Presentation:

Adam Olsen stated the location of this project is just behind the American Fork Shopping Center on the south side of State Street behind Big Lots. There are two points of access, i.e. 600 East and 740 East. The City anticipated this type of development since the conceptual stages of the Vintaro Planned Community Development and fulfills the original concept plan. The density for this area could be up to 24 units per acre and it stands at about 22 units per acre. Each apartment structure will have three stories. Ninety-six of the units will be one bedroom and then 96 will be two bedroom. There are renderings of the structures and club house. There is one covered parking space per unit. There are also a number of garage units proposed presumably for those paying a higher rent. The developer is requesting the Planning Commission make a finding in support of a lower number of parking stalls for the project. The parking ordinance gives the Commission the authority to increase or decrease the number of off-street parking spaces with a finding that the use characteristics warrant that adjustment. With that in mind if the parking code is strictly followed, there is a total of 432 parking stalls required. This site plan proposes 334 parking stalls. Part of the applicant’s reasoning is that there are no three-bedroom units so the parking ratio is less. They have provided some ratios of various projects that they own and manage in Utah and Idaho. In earlier versions of the plan, there was sufficient parking provided; but it changed with the addition of the garage units. The layout is the same as before. The parking garages take up more space than just painted lines on the asphalt and are included in the overall parking count. There are 97 garage units. There is no designated guest parking. They are proposing the 1.74 ratio to accommodate both residents and guests. The ordinance requires two

RODERICK NORTH POINTE AMENDED
 (AMENDING RODERICK NORTH POINTE)
 A SUBDIVISION IN AMERICAN FORK CITY
 LOCATED IN THE SOUTH HALF OF SECTION 25,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST
 SALT LAKE BASE & MERIDIAN
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE
 I, CORY B. NEERINGS DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED CERTIFICATE NUMBER 5183760.
 I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.
 I FURTHER CERTIFY THAT EVERY EXISTING RIGHT OF WAY EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND FOR THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION
 BEGINNING AT A POINT ON THE SOUTH LINE OF 1100 NORTH STREET SAID POINT BEING NORTH 89°39'14" WEST 2432.84 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 96.20 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE ALONG THE WEST LINE OF 630 EAST STREET THE FOLLOWING SEVEN COURSES; (1) SOUTHEASTERLY 14.45 FEET ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 27°35'23" EAST 13.90 FEET); (2) SOUTH 80.27 FEET; (3) SOUTHEASTERLY 173.42 FEET ALONG THE ARC OF A 432 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 11°30'00" EAST 172.26 FEET); (4) SOUTH 23°00'00" EAST 81.28 FEET; (5) SOUTHEASTERLY 60.62 FEET ALONG THE ARC OF A 151 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 11°29'59" EAST 60.21 FEET); (6) SOUTH 849.03 FEET; (7) SOUTHWESTERLY 23.71 FEET ALONG THE ARC OF A 15 FOOT RADIUS TO THE RIGHT (CHORD BEARS SOUTH 45°16'55" WEST 21.32 FEET) TO A POINT ON THE NORTH LINE OF 1300 SOUTH STREET; THENCE ALONG SAID 1300 SOUTH STREET THE FOLLOWING FIVE COURSES; (1) NORTHWESTERLY 268.20 FEET ALONG THE ARC OF A 796.09 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 79°47'04" WEST 266.93 FEET); (2) NORTHWESTERLY 28.93 FEET ALONG THE ARC OF A 24.70 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 38°33'53" WEST 27.31 FEET); (3) NORTH 3°47'59" WEST 10.35 FEET; (4) NORTHWESTERLY 113.16 FEET ALONG THE ARC OF A 60.01 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 59°05'13" WEST 97.12 FEET); (5) SOUTHEASTERLY 131.98 FEET ALONG THE ARC OF A 60.30 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 4°19'29" WEST 107.17 FEET) TO A POINT ON THE NORTH LINE OF LOT 1 OF THE NORTH POINTE BUSINESS PARK PLAT D; THENCE ALONG SAID LOT NORTHWESTERLY 393.52 FEET ALONG THE ARC OF A 848 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 59°24'11" WEST 390 FEET); THENCE ALONG SAID 1100 SOUTH STREET THE FOLLOWING THREE COURSES; (1) SOUTH 89°34'05" EAST 890.46 FEET; (2) THENCE 109.21 FEET ALONG A 804.1 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 89°57'25" EAST 109.21 FEET); (3) NORTH 89°39'14" EAST 6.67 FEET TO THE POINT OF BEGINNING.

CONTAINS:
 2 LOTS, 22.026 ACRES

SURVEYOR
 (SEE SEAL BELOW)

OWNER'S DEDICATION
 KNOWN ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREIN AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____.

OWNER _____ OWNER _____
 OWNER _____ OWNER _____

ACKNOWLEDGMENT

STATE OF UTAH _____
 COUNTY OF UTAH _____
 ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
 (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____.

MAYOR _____ CITY COUNCIL MEMBER _____
 CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
 CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

APPROVED: _____ ATTEST: _____
 CITY ENGINEER (SEE SEAL BELOW) CLERK - RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE AMERICAN FORK CITY PLANNING COMMISSION.
 PLANNER _____ PLANNING COMMISSION CHAIRMAN _____

RODERICK NORTH POINTE AMENDED
 (AMENDING RODERICK NORTH POINTE)
 A SUBDIVISION LOCATED IN THE SOUTH HALF OF SECTION 25,
 TOWNSHIP 5 SOUTH, RANGE 1 EAST
 SALT LAKE BASE & MERIDIAN
 AMERICAN FORK CITY, UTAH COUNTY, UTAH
 SCALE 1" = 100 FEET

SURVEYOR'S SEAL: CORY B. NEERINGS, No. 5183760, 2/3/15, STATE OF UTAH
 NOTARY PUBLIC'S SEAL
 CITY ENGINEER'S SEAL
 CLERK-RECORDER SEAL

HORIZONTAL CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
1	15'	14.45'	55°11'59"	13.90'	S27°35'23"E
2	432'	173.42'	23°00'01"	172.26'	S11°30'00"E
3	151'	60.62'	23°00'04"	60.21'	S11°29'59"E
4	15'	23.71'	90°33'51"	21.32'	S45°16'55"W
5	796.09'	268.20'	19°18'10"	266.93'	N79°47'04"W
6	848'	393.52'	26°35'19"	390.00'	N59°24'11"W
7	680'	140.34'	11°49'29"	140.09'	N26°22'08"W
8	8000'	108.66'	0°46'42"	108.65'	S89°57'25"E
9	24.7'	28.93'	67°07'51"	27.31'	N38°33'53"W
10	60.01'	113.16'	108°02'04"	97.12'	N59°05'13"W
11	60.30'	131.98'	125°24'14"	107.17'	S04°19'29"W
12	391'	156.96'	23°00'00"	155.91'	S11°30'00"E
13	192'	77.07'	23°00'00"	76.56'	S11°30'00"E
14	8041'	109.21'	0°46'42"	109.21'	S89°57'25"E

STATE PLANE COORDINATES
 UTAH COORDINATE SYSTEM, 1983 CENTRAL ZONE

	Northing	Easting		Northing	Easting
A	7298243.90	1564383.67	M	7296982.49	1561740.57
B	7298276.11	1559049.27	N	7297032.37	1561657.26
C	7298162.41	1561951.55	O	7296925.54	1561649.18
D	7298150.09	1561957.96	P	7297174.04	1561348.75
E	7298069.84	1561957.96	Q	7297174.34	1561349.15
F	7297901.09	1561992.29	R	7297385.56	1561189.42
G	7297826.29	1562024.04	S	7297724.06	1561281.70
H	7297767.30	1562036.04	T	7298025.50	1561007.81
I	7296918.49	1562036.05	U	7298150.98	1560945.61
J	7296903.50	1562020.90	V	7298169.17	1560945.529
K	7296950.83	1561758.27	W	7298162.46	1561835.71
L	7296972.17	1561741.25	X	7298162.37	1561944.89

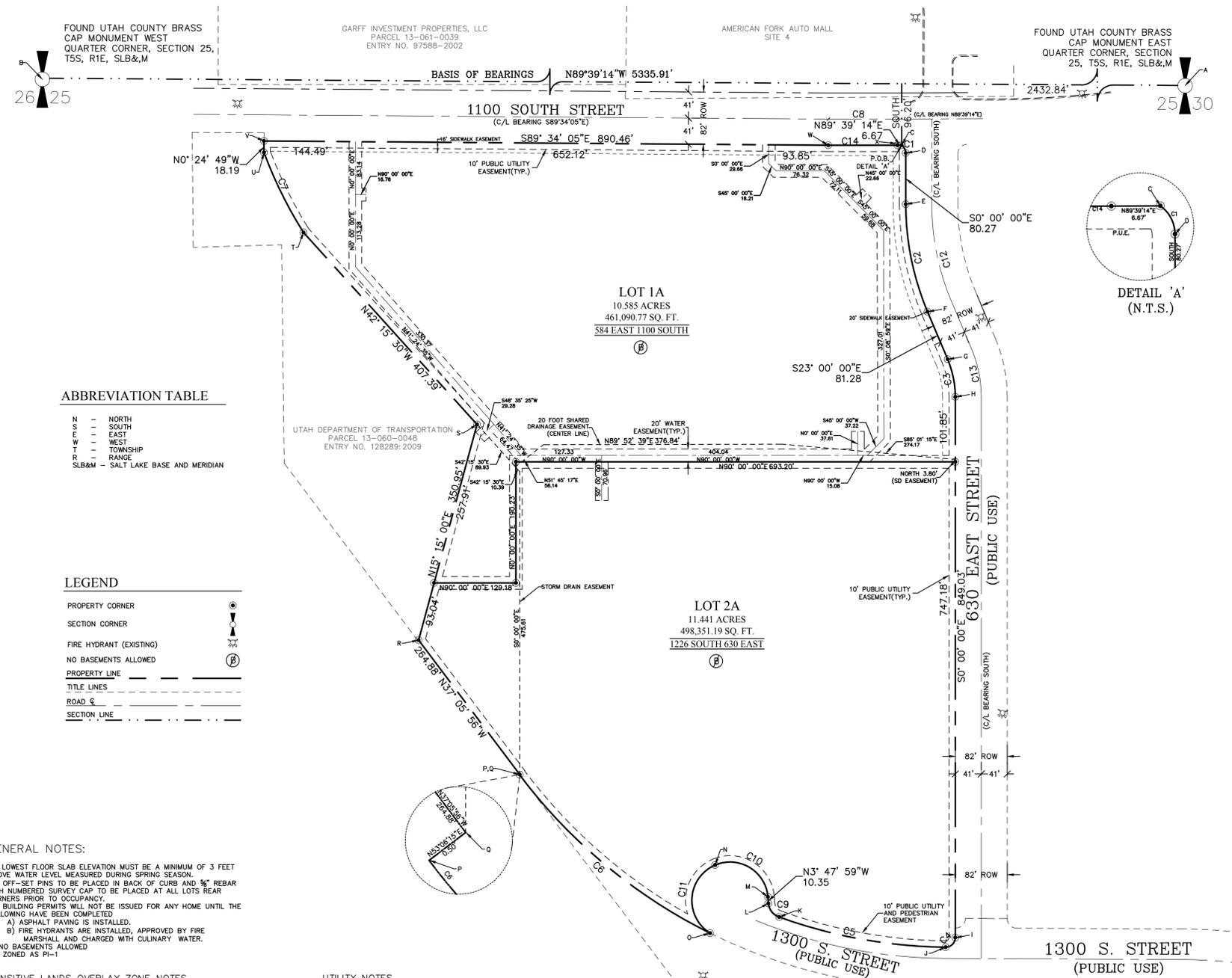
BASIS OF BEARING
 THE BASIS OF BEARINGS WAS ESTABLISHED AS NORTH 89°39'14" WEST BETWEEN THE EAST AND WEST QUARTER CORNERS OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

FLOOD ZONE DESIGNATION
 SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X AS DELINEATED BY F.E.M.A. FLOOD INSURANCE RATE MAP 4955170120-B, EFFECTIVE JULY 17, 2002.

WATER AND SEWER AUTHORITY APPROVAL
 APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE WATER AND SEWER AUTHORITY.
 PUBLIC WORKS DEPARTMENT DIRECTOR _____

SOILS REPORT
 PROJECT SOILS REPORT RECORDED AS, BOOK _____ PAGE _____

LEGEND ENGINEERING, LLC
 52 WEST 100 NORTH
 HEBER CITY, UT 84032
 PHONE: 435-654-4828
 TOLL FREE FAX: 1-888-310-9972
 www.legendengineering.com



ABBREVIATION TABLE

N - NORTH
 S - SOUTH
 E - EAST
 W - WEST
 T - TOWNSHIP
 R - RANGE
 SLB&M - SALT LAKE BASE AND MERIDIAN

LEGEND

PROPERTY CORNER (circle with dot)
 SECTION CORNER (circle with cross)
 FIRE HYDRANT (EXISTING) (circle with cross and dot)
 NO BASEMENTS ALLOWED (circle with B)
 PROPERTY LINE (solid line)
 TITLE LINES (dashed line)
 ROAD (line with C)
 SECTION LINE (dotted line)

GENERAL NOTES:

- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.
- OFF-SET PINS TO BE PLACED IN BACK OF CURB AND 5/8" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL THE FOLLOWING HAVE BEEN COMPLETED:
 A) ASPHALT PAVING IS INSTALLED.
 B) FIRE HYDRANTS ARE INSTALLED, APPROVED BY FIRE MARSHALL AND CHARGED WITH CULINARY WATER.
- NO BASEMENTS ALLOWED
- ZONED AS P-1

SENSITIVE LANDS OVERLAY ZONE NOTES

- The construction of this project shall conform to the American Fork City Sensitive Land Overlay Zone Ordinance and its latest amendment.
- All groundwater drains within this project are privately owned and maintained by the Home Owner Association or the property owner it serves.
- Each lot requires a site specific special inspection by the City Engineer and the project's geotechnical engineer to evaluate any potential negative impacts of the groundwater table at the time of issuing a Building Permit

UTILITY NOTES

- Culinary water, secondary water, sewer, and storm water facilities within this site plan are considered private and the DEVELOPER is responsible to ensure proper construction, replacement, repair, operation, and maintenance according to City and State Standards DURING CONSTRUCTION AND UNTIL THE EXPIRATION OF THE DURABILITY PERIOD AND FINAL INSPECTION.
- Developer acknowledges the right of the City to inspect, testing of these facilities, making necessary repairs and other actions when the development fails to do so DURING CONSTRUCTION AND UNTIL THE EXPIRATION OF THE DURABILITY PERIOD AND FINAL INSPECTION. The development will be charged for these actions FROM THE PERFORMANCE GUARANTEE BOND.

UTILITY NOTES

- Culinary water facilities are considered part of the City's public water system for the purposes of testing and reporting as required by the UTAH STATE DIVISION OF DRINKING WATER AS SET FORTH R309-550-8.
- Both lots of this subdivision utilize the same detention pond, therefore both have the right of access to and from said pond for storm water piping, storm water and maintenance across lot lines.

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- Both lots of this subdivision utilize the same detention pond, therefore both have the right of access to and from said pond for storm water piping, storm water and maintenance across lot lines.

AGENDA TOPIC: Review and action on the final plat for Roderick North Pointe Subdivision, Amended, consisting of two lots, located at 558 East 1100 South in the PI-1 Planned Industrial Zone.

ACTION REQUESTED: Recommendation of approval of the final plat.

BACKGROUND INFORMATION			
Location:		558 East 1100 South	
Applicants:		Roderick Enterprises	
Existing Land Use:		Vacant/Commercial	
Proposed Land Use:		Commercial	
Surrounding Land Use:	North	Commercial	
	South	Commercial	
	East	Commercial	
	West	Commercial	
Existing Zoning:		PI-1 (Planned Industrial)	
Proposed Zoning:		N/A	
Surrounding Zoning:	North	GC-2 (Planned Commercial)	
	South	PI-1 (Planned Industrial)	
	East	GC-2/PI-1	
	West	PI-1 (Planned Industrial)	
Land Use Plan Designation:		Design Industrial	
Zoning within Growth Plan?		x	Yes
			No

PROJECT DESCRIPTION:

Recommendation of final plat approval for the Roderick North Pointe Subdivision, Amended, consisting of two lots, located at 558 East 1100 South.

Background

Roderick North Pointe Subdivision was approved in 2013 as a one-lot subdivision. This amended plat proposes to create one (1) additional lot. Lot 1A will consist of 10.6 acres and Lot 2A will consist of 11.4 acres. Both lots will share an access off of 630 East. Documentation has been provided for this shared access easement/agreement, as well as for a shared drainage easement since both parcels will drain into one detention basin along the western side of the subdivision.

Section 17.8.211 of the Development Code

The Planning Commission may act to recommend approval of the final plat upon a finding that:

- a. The final plat and supporting materials conform with the terms of the preliminary approval.

The final plat proposes an additional subdivision lot and conforms to the previously approved preliminary plan from when this was proposed as a one-lot subdivision. No additional preliminary plan is needed.

- b. The final plat complies with all City requirements and standards relating to subdivisions.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address concerns, if any, in their report.

- d. The estimates of cost of constructing the required improvements are realistic.

At the time that a performance guarantee is issued, costs are analyzed and adjusted, if needed, by Engineering.

- e. The water rights conveyance documents have been provided.

Water rights conveyance, if needed, will be provided prior to plat recordation.

Consistency with the Land Use Plan

The Land Use Plan designates this area as “Design Industrial”. The proposed subdivision is consistent with this designation.

FINDING OF FACT/CONDITION OF APPROVAL

After reviewing the application for final plat approval, the following findings of fact are offered:

1. The proposed subdivision meets the criteria as found in Section 17.8.211 of the Development Code.
2. The water rights conveyance, if needed, shall be satisfied prior to final plat recordation.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of the Roderick North Pointe Subdivision, Amended, Final Plat, with the finding and condition as outlined in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

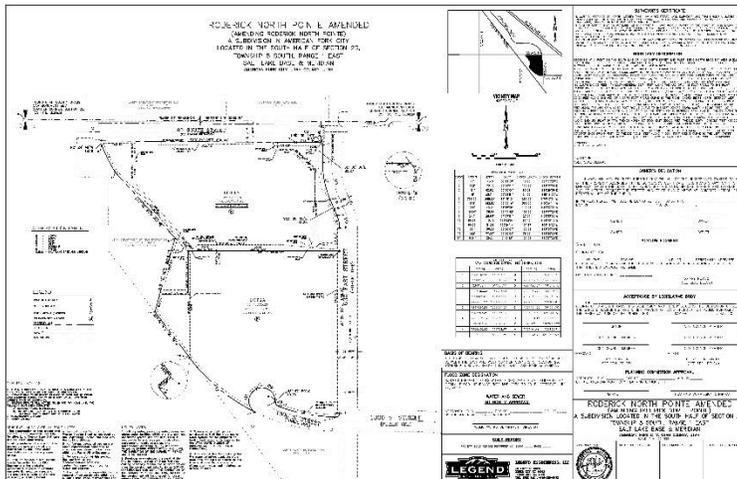
AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 2/18/2015

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: Roderick North Pointe Amended
2. Type of Application:

<input checked="" type="checkbox"/> Subdivision Final Plat	<input type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	
3. Project Address: 558 East 1100 South
4. Developer / Applicant's Name: Roderick Enterprises
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 2/18/2015 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. Additional Sidewalk Easement must be added across lot 2A on 630 East.
- B. Detention Pond area of Storm Drain Easement on the Plat must be better delineated. Cross hatching should be added.

AMERICAN FORK CITY
PLANNING COMMISSION MEETING MINUTES
FEBRUARY 18, 2015

The American Fork Planning Commission met in a regular session on February 18, 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, Marie Adams, Nathan Schellenberg, Harold Dudley (7:51 p.m.)
Absent Commission Members: Leonard Hight, Eric Franson, Christine Anderson (Alternate)
Adam Olsen, Senior Planner
Wendelin Knobloch, Associate Planner
Andy Spencer, City Engineering
Kim E. Holindrake, Public Works Administrative Assistant
Others: LeeAnn Miller – Benchmark Engineering, Lonny Reed, Morgan Hadfield – Z-Act Homes, Caleb Olayer, Temple Olayer, Matt Swain – Perry & Associates

1. Pledge of Allegiance

Those in attendance stood and stated the Pledge of Allegiance.

2. Review and action on the final subdivision plat of Roderick North Pointe Amended, consisting of two lots, located at 558 East 1100 South in the PI-1 Planned Industrial zone (7:02 p.m.)

Staff Presentation:

Adam Olsen stated this project was before the Commission as a one-lot subdivision. A structure has been built on lot 1A. The developer would like to subdivide the lot into two. Both lots will share an access off 630 East and share a detention pond on the western edge of the subdivision. There is a condition that the detention pond be better noted as a drainage easement.

Andy Spencer stated there are a couple comments in the staff report. This has been anticipated coming for further development to the south. He recommends approval.

MOTION: Rebecca Staten - To recommend approval of the Roderick North Pointe Subdivision, Amended, Final Plat, with the finding and condition as outlined in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

Finding:

- **The proposed subdivision meets the criteria as found in Section 17.8.211 of the Development Code.**

Conditions:

- **The water rights conveyance, if needed, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 2/18/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Nathan Schellenberg.

Yes -

Marie Adams
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

3. Hearing, review and action on a commercial site plan for a restaurant located at 1027 West State Street in the SC-1 Planned Shopping Center zone (7:05 p.m.)

Staff Presentation:

Adam Olsen reported this project will take the place of the Weinerschnitzel in The Meadows. Popeyes places an emphasis on their drive-through traffic so the drive-through area is expanded. This is a great improvement. It takes away a few parking stalls, but the designated area for the restaurant meets the parking requirements. The dumpster enclosure will be upgraded, and landscaping will be updated. Also a new building will be built.

Andy Spencer stated he recommends approval.

Applicant Presentation:

LeeAnn Miller represents HC Foods. This is a standard building type for Popeyes. Several have been built in the Salt Lake Valley and Lehi City. This is a great site for their business. They decided to demo the building and construct a new building. Only the grease trap will need to be relocated.

Commission Discussion:

John Woffinden stated Steve Parker is listed for water and Mark Coddington for storm water. They have not been with the City for years.

PUBLIC HEARING

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

MOTION: Rebecca Staten - To recommend approval of the commercial site plan for Popeye’s located at 1027 West State Street in the SC-1 (Planned Shopping Center) Zone.



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

Department Planning

Director Approval *Adrian Oh*

AGENDA ITEM Ordinance adopting the final plat and site plan of Z-Act Home Development Inner-Block Cottage Project, consisting of three single family cottages and a twin-home, located at 109 South 200 East in the R-2 7,500 Residential and R-4 7,500 Residential zones.

SUMMARY RECOMMENDATION The planning commission recommended approval of the Z-Act Home Development Inner-Block Cottage Project as stated in the attached minutes of the February 18, 2015 planning commission meeting.

BACKGROUND The applicant proposes to create an inner-block cottage project consisting of three single family cottages and a twin-home that occupies the corner lot at 200 East and 140 South Streets. The surrounding neighborhood has been notified regarding the project and not voiced any concern on the public record. For further analysis please refer to the attached final plat, site plan, 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 and site plan of Z-Act Home Development Inner-Block Cottage Project, consisting of three single family cottages and a twin-home, located at 109 South 200 East in the R-2 7,500 Residential and R-4 7,500 Residential zones 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 and publication of the ordinance subject to:

- All conditions identified in the public record associated with the February 18, 2015 planning commission meeting.

SUPPORTING DOCUMENTS

1. Ordinance
2. Plat and site plan
3. Staff report
4. Planning commission meeting minutes, February 18, 2015

ORDINANCE NO.

AN ORDINANCE APPROVING THE FINAL PLAT OF Z-ACT HOME DEVELOPMENT INNER BLOCK COTTAGE PROJECT AT 109 SOUTH 200 EAST IN THE R2-7500 RESIDENTIAL AND THE R4-7500 RESIDENTIAL ZONES.

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The Final plat of Z-Act Home Development Inner Block Cottage Project at 109 South 200 East, 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 10 DAY OF MARCH, 2015.

James H. Hadfield, Mayor

ATTEST:

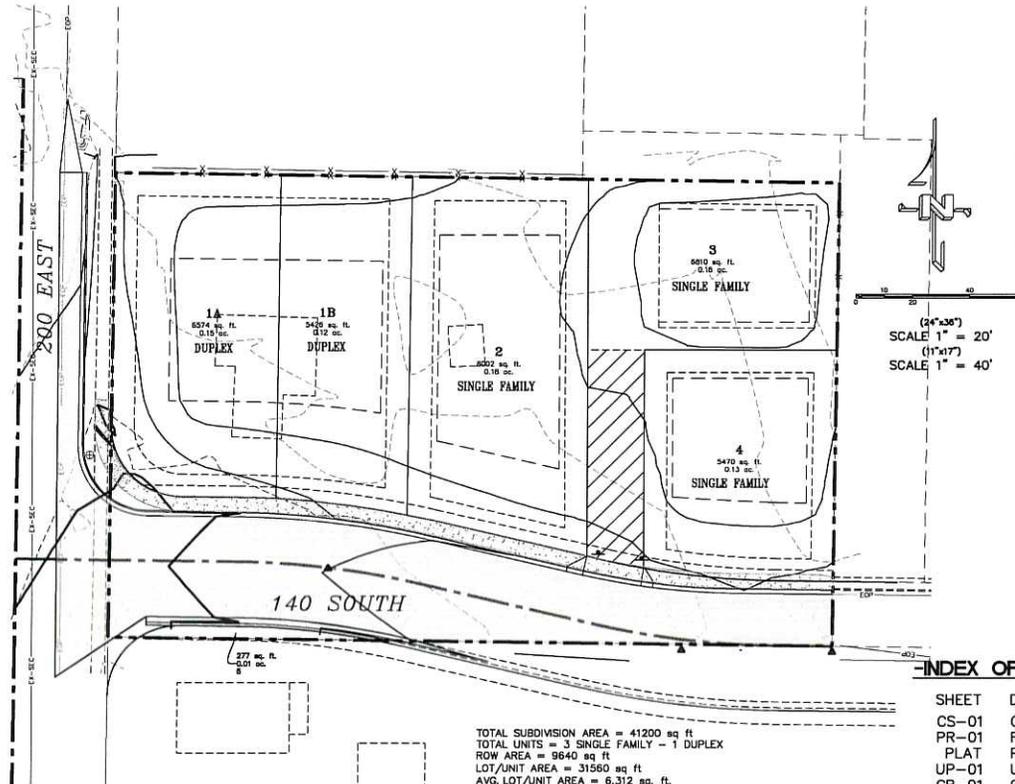
Richard M. Colborn, City Recorder

GENERAL CONSTRUCTION NOTES:

1. ALL CULINARY WATER LINE PIPING SHALL BE PLACED WITH A MINIMUM OF 4'-0" COVER OVER THE TOP OF THE PIPE. GAS LINES SHALL BE PLACED WITH A MINIMUM OF 2'-0" COVER.
2. ALL SECONDARY WATER LINE PIPING SHALL BE PLACED WITH A MINIMUM OF 2'-0" COVER OVER THE TOP OF THE PIPE.
3. ALL NEW CULINARY WATER LINE PIPE SHALL BE PVC C-900 DR-18 BLUE PIPE UNLESS OTHERWISE APPROVED BY THE CITY. ALL NEW PRESSURIZED IRRIGATION LINE SHALL BE PVC C900 DR18 CLASS 150 PIPE AND SHALL BE PURPLE IN COLOR.
4. ALL NEW CULINARY WATER MAIN LINE PIPE SHALL BE 8 INCHES IN DIAMETER, UNLESS OTHERWISE SHOWN.
3. ALL NEW PRESSURIZED IRRIGATION MAIN LINE PIPE SHALL BE 6 INCHES IN DIAMETER, 4 INCHES IN CUL-DE-SACS, UNLESS OTHERWISE SHOWN.
4. A MINIMUM OF 50 PSI STATIC PRESSURE SHALL BE REQUIRED AT ALL POINTS IN THE CULINARY WATER SYSTEM WITHIN THE BOUNDARIES OF ALL NEW SUBDIVISIONS. THE MINIMUM REQUIRED FIRE FLOW AT THE HYDRANTS SHALL BE 1750 GPM.
5. CULINARY WATER SERVICE METER BOXES SHALL BE LOCATED BEHIND THE SIDEWALK. METERS SHALL BE LOCATED ONLY IN LANDSCAPED AREAS.
6. WHEN REQUIRED, PRESSURE REDUCING VALVE VAULTS (PRV) SHALL BE LOCATED AS DIRECTED BY THE CITY OR CITY ENGINEER. THE CITY OR CITY ENGINEER SHALL PROVIDE THE CONTRACTOR WITH THE APPROPRIATE DOWNSTREAM PRESSURE SETTING.
7. FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTIONS. THE MAXIMUM SPACING BETWEEN FIRE HYDRANTS SHALL NOT EXCEED 225 FEET MEASURED ALONG A FRONT SETBACK CENTER POINT.
8. ONLY CITY PERSONNEL SHALL OPEN AND CLOSE WATER VALVES, UNLESS APPROVED OTHERWISE IN WRITING BY THE CITY.
9. ALL WATER SAMPLES FOR CULINARY WATER TESTING SHALL BE COLLECTED AND DELIVERED BY CITY PERSONNEL. THE CONTRACTOR SHALL PAY FOR THE TESTING EXPENSE.
10. TAPPING INTO WATER LINES SHALL NOT BE ALLOWED IN GROUNDWATER OR MUD.
11. ALL CULINARY WATER AND PRESSURIZED IRRIGATION MAINLINE VALVES SHALL BE ON ALL SIDES OF TEES AND CROSSES.
12. AMERICAN FORK CITY SHALL RESERVE THE RIGHT TO REQUIRE THE DEVELOPER TO SUBMIT A SOILS INVESTIGATION REPORT THAT HAS BEEN PREPARED BY A REGISTERED PROFESSIONAL ENGINEER. IF IN THE OPINION OF THE CITY STAFF OR THE CITY ENGINEER, THE DEVELOPMENT SITE CONTAINS QUESTIONABLE SOILS OR HIGH WATER TABLE.
13. ALL MAINLINE SEWER PIPING SIZES 8" TO 15" SHALL BE PVC AND SHALL BE SUPPLIED IN LENGTHS NO LONGER THAN 13 FEET. MAIN LINE PIPE SIZES 18" AND LARGER SHALL BE REINFORCED CONCRETE PIPE.
14. ALL SEWER SERVICE LATERALS TAPS ON EXISTING LINES SHALL BE "INSERTA-TEE-TYPE" CONNECTIONS.
15. THE MAXIMUM DEPTH OF ANY CUL-DE-SAC SHALL BE 400 FEET MEASURED FROM THE START OF THE ROAD TO THE BEGINNING OF THE CUL-DE-SAC. THE RADIUS OF ALL CUL-DE-SACS SHALL BE 50 FEET MEASURED FROM THE CENTER OF THE CUL-DE-SAC TO THE TOP BACK OF CURB.
16. THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL ROAD CONSTRUCTION, BARRICADES, CHANNELING DEVICES, AND CONSTRUCTION SIGNS IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR ROAD CONSTRUCTION ACTIVITIES.
17. TRAFFIC ACCESS SHALL BE MAINTAINED FOR LOCAL RESIDENTS TO PROPERTIES ALONG CONSTRUCTION BOUNDARIES.
18. ALL DEBRIS RESULTING FROM WORK ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR DISPOSAL SITES AT WHICH DEBRIS MAY BE LAWFULLY DISPOSED.
19. NO OPEN BURNING OF CONSTRUCTION DEBRIS SHALL BE ALLOWED.
20. THE CONTRACTOR SHALL PROVIDE MAILBOXES AND POSTS ACCORDING TO U.S. POSTAL SERVICE STANDARDS AND SHALL PLACE THEM IN THE PLANTER STRIPS AT LOCATIONS DESIGNATED BY THE CITY.

**Z-ACT HOME DEVELOPMENT
A RESIDENTIAL SUBDIVISION**

LOCATED IN THE SOUTHWEST CORNER OF
LOT 5, BLOCK 2, PLAT A OF THE
AMERICAN FORK CITY SURVEY



CONTACT LIST

CITY ENGINEER
CONTACT: ANDY SPENCER
MAIN PHONE: (801) 763-3060

PUBLIC WORKS MAN
CONTACT: DALE GOODMAN
MAIN PHONE: (801) 763-3060

PUBLIC WORKS WATER + SEWER
CONTACT: AF UTILITY DEPT
MAIN PHONE: (801) 763-3050

BUILDING INSPECTOR
CONTACT: DAN LOVELAND
MAIN PHONE: (801) 763-3065

PROJECT DEVELOPER
Z-ACT, LLC
706 WEST 2260 NORTH
PLEASANT GROVE, UT 84062
carol@zact.com | 801.937.1544

PROJECT ENGINEER & SURVEYOR
REGION ENGINEERING & SURVEYING
1776 NORTH STATE STREET #110
ORLAND, UT 84057
PH: 801.376.2245

-INDEX OF PLAN SHEETS-

SHEET	DESCRIPTION
CS-01	COVER SHEET
PR-01	FINAL PLAT
PLAT	PRELIMINARY PLAT
UP-01	UTILITY PLAN
GR-01	GRADING PLAN
PP-01	PLAN & PROFILE SHEET
EC-01	EROSION CONTROL PLAN
EC-02	EROSION CONTROL DETAILS
DT-01	TYPICAL DETAILS

TOTAL SUBDIVISION AREA = 41200 sq ft
 TOTAL UNITS = 3 SINGLE FAMILY - 1 DUPLEX
 ROW AREA = 9640 sq ft
 LOT/UNIT AREA = 31560 sq ft
 AVG. LOT/UNIT AREA = 6,312 sq. ft.
 DENSITY = 5 UNITS/ACRE

CONST TYPE = V-B
 OCCUPANCY = R-3
 BLDG HEIGHT = 24'

Region Engineering & Surveying
 1776 N. State St. #110
 Orland, UT 84057
 P: 801.376.2245
 regionengr.com

**Z-ACT HOMES DEVELOPMENT
AN INNER-BLOCK COTTAGE
DEVELOPMENT**

LOCATED IN THE SOUTHWEST CORNER OF
LOT 5, BLOCK 2, PLAT A OF THE
AMERICAN FORK CITY SURVEY

DATE: 1.29.2015

PROJECT #

REVISIONS:

SHEET NAME

COVER SHEET & NOTES

CS-01

NOTES TO CONTRACTOR:

CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL, CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE ACCEPTS THE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTES:

1. LOT 1 (DUPLX) SHALL ONLY HAVE MAIN ACCESS FROM 160 SOUTH
2. LOT 3 HAS A 20' DRIVE ACCESS & UTILITY EASEMENT. LOT OWNER IS LIABLE TO MAINTAIN ACCESS.
3. NO PARKING ALLOWED WITHIN DRIVE ACCESS EASEMENT (PAINT CURB RED AND PLACE NO PARKING SIGNAGE)
4. REFER TO THE GEO-TECH REPORT FOR ALL HOME BUILDS PRIOR TO EXCAVATION

- 1 SANITARY SEWER SERVICE LATERAL (PER AF CITY STANDARDS)
- 2 CULINARY WATER SERVICE LATERAL (PER AF CITY STANDARDS)
- 3 DOUBLE IRRIGATION SERVICE LATERAL (PER AF CITY STANDARDS)
- 4 SINGLE IRRIGATION SERVICE LATERAL (PER AF CITY STANDARDS)
- 5 SANITARY SEWER SERVICE LATERAL (TIE INTO EXISTING MAIN)
- 6 EXISTING FIRE HYDRANT
- 7 EXISTING POWER POLE (TO REMAIN IN PLACE)
- 8 EXISTING POWER POLE (TO BE RELOCATED)
- 9 EXISTING SIDEWALK (TO BE REMOVED THROUGH NEW ROADWAY)
- 10 FIRE HYDRANT PER CITY OF AF STANDARDS
- 11 STORM DRAIN SWALE (PER DETAIL ON SHEET DT-01)
- 12 STANDARD CURB INLET (PER AF CITY STANDARDS)
- 13 NO PARKING SIGN (WITHIN SHARED DRIVE - BOTH SIDES OF ROAD)

Boundary Description

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF 200 EAST STREET AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 4, PLAT 4 OF THE AMERICAN FORK CITY SURVEY, 540 POINT ACID BEING N 74° 23' E, ALONG SAID BLOCK 4, 285.00' FROM THE SOUTHWEST CORNER OF LOT 13 OF SAID BLOCK 2, 540 POINT ACID BEING S 1° 44' 01" E, 251.11' FROM A FOUND MONUMENT LOCATED IN THE INTERSECTION OF 200 EAST AND 200 SOUTH STREETS, BASIS OF BEARING IS THE MONUMENT LINE BETWEEN THE ALIGNMENT AT THE INTERSECTION OF 200 EAST AND 100 SOUTH STREETS AND THE MONUMENT AT THE INTERSECTION OF 200 EAST AND 200 SOUTH STREETS, BEARING BEING S 0° 24' 24" W, 226.45' AS PER COORDINATES FROM THE AMERICAN FORK CITY BLOCK SURVEY FILED WITH THE UTAH COUNTY SURVEYOR. THENCE N 0° 41' 26" E, ALONG SAID RIGHT-OF-WAY 165.00', THENCE S 89° 18' 34" E, 255.75'; THENCE S 0° 41' 26" W, 365.00'; THENCE N 89° 32' 34" W, 255.75' TO THE POINT OF BEGINNING.

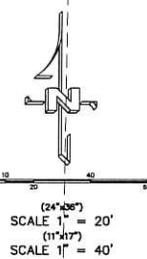
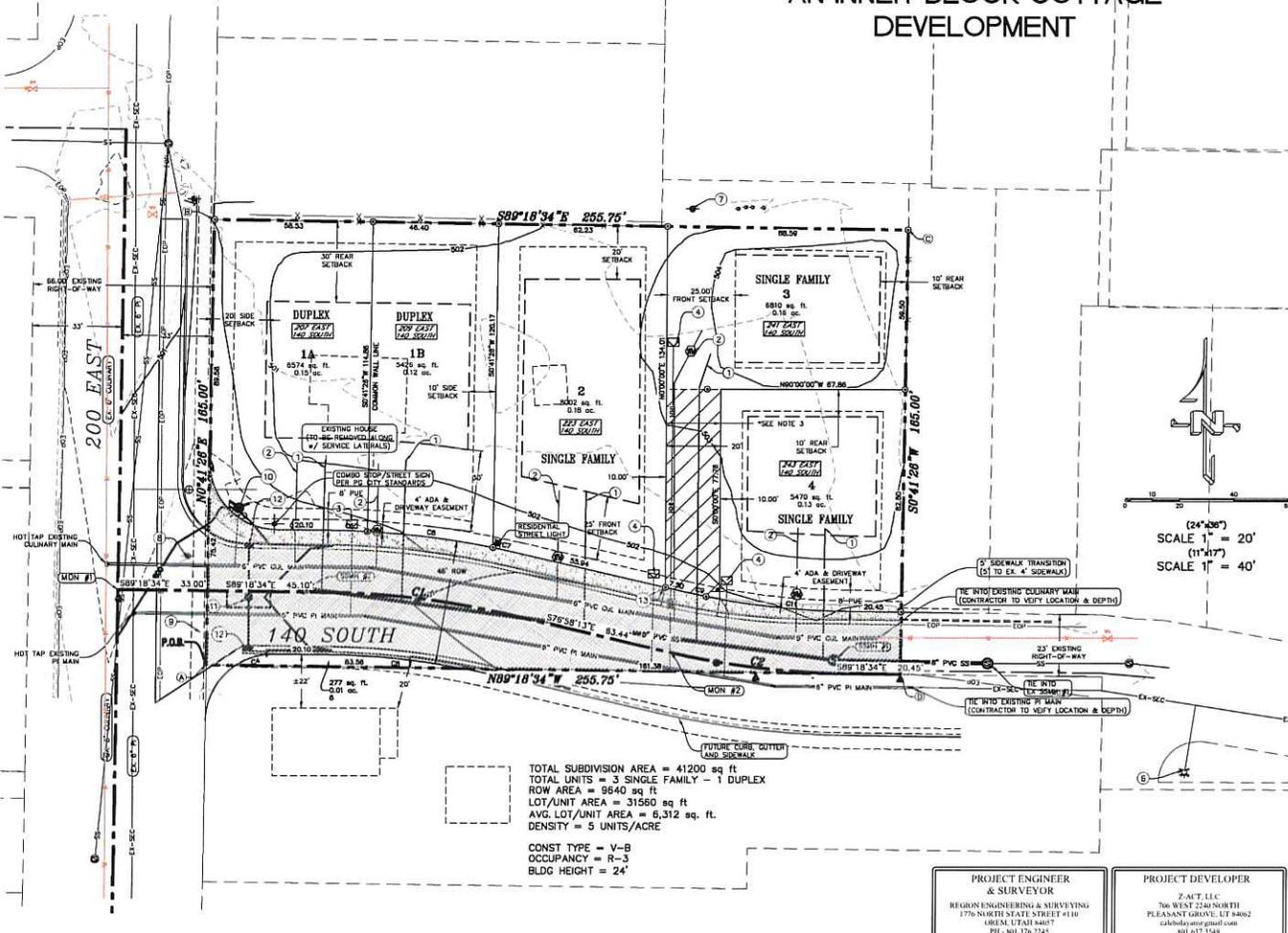
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	84.81'	300.00'	84.48'	S83°06'23"E	123°23'2"
C2	84.81'	300.00'	84.48'	S83°06'23"E	123°23'2"
C3	30.37'	25.00'	33.38'	N44°16'36"W	89°58'57"
C4	15.06'	25.00'	14.98'	S73°23'54"W	34°20'04"
C5	13.44'	333.00'	13.43'	N89°07'04"W	2°23'00"
C6	48.74'	333.00'	48.70'	N89°07'04"W	87°57'00"
C7	8.26'	333.00'	8.26'	N77°44'09"W	1°36'25"
C8	48.24'	277.00'	48.47'	N84°11'11"W	107°44'47"
C9	12.97'	277.00'	12.97'	N78°18'40"W	2°40'50"
C11	48.88'	277.00'	48.83'	N84°28'01"W	8°38'28"

STATE PLANE COORDINATE TABLE

Point #	Northing	Easting
A	743479.0772	1918574.6306
B	743484.0862	1918578.8103
C	743840.8532	1919832.3508
D	743475.9852	1918630.3623
MON #1	743508.8808	1918541.8838
MON #2	743483.6440	1918745.8868

PRELIMINARY PLAT FOR Z-ACT HOME DEVELOPMENT AN INNER-BLOCK COTTAGE DEVELOPMENT



TOTAL SUBDIVISION AREA = 41200 sq ft
 TOTAL UNITS = 3 SINGLE FAMILY - 1 DUPLX
 ROW AREA = 9640 sq ft
 LOT/UNIT AREA = 31650 sq ft
 AVG LOT/UNIT AREA = 6,312 sq ft.
 DENSITY = 5 UNITS/ACRE
 CONST TYPE = V-B
 OCCUPANCY = R-3
 BLDG HEIGHT = 24'

region Engineering & Surveying
 1776 N. State St. #110
 Orem, UT 84057
 P: 801.376.2245
 regionengr.com



Z-ACT HOMES DEVELOPMENT AN INNER-BLOCK COTTAGE DEVELOPMENT
 LOCATED IN THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, PLAT 4 OF THE AMERICAN FORK CITY SURVEY.

DATE: 1/29/2015
 PROJECT #
 REVISIONS:
 SHEET NAME: PRELIMINARY PLAT
 SHEET: PR-01

PROJECT ENGINEER & SURVEYOR
 REGION ENGINEERING & SURVEYING
 1776 NORTH STATE STREET #110
 OREM, UT 84057
 PH: 801.376.2245

PROJECT DEVELOPER
 Z-ACT, LLC
 766 WEST 2346 NORTH
 PLEASANT GROVE, UT 84062
 cz@zactplanning.com
 801.373.8548



Z-ACT HOME DEVELOPMENT AN INNER-BLOCK COTTAGE DEVELOPMENT

LOCATED IN THE SOUTHWEST CORNER OF
LOT 5, BLOCK 2, PLAT A OF THE
AMERICAN FORK CITY SURVEY

- NOTES:
1. LOT 1 (DUPEX) SHALL ONLY HAVE MAIN ACCESS FROM 160 SOUTH
 2. LOT 3 HAS A 20' DRIVE ACCESS & UTILITY EASEMENT. LOT OWNER IS LIABLE TO MAINTAIN ACCESS.
 3. NO PARKING ALLOWED WITHIN DRIVE ACCESS EASEMENT (PAINT CURB RED AND PLACE NO PARKING SIGNAGE)
 4. REFER TO THE GEO-TECH REPORT FOR ALL HOME BUILDS PRIOR TO EXCAVATION

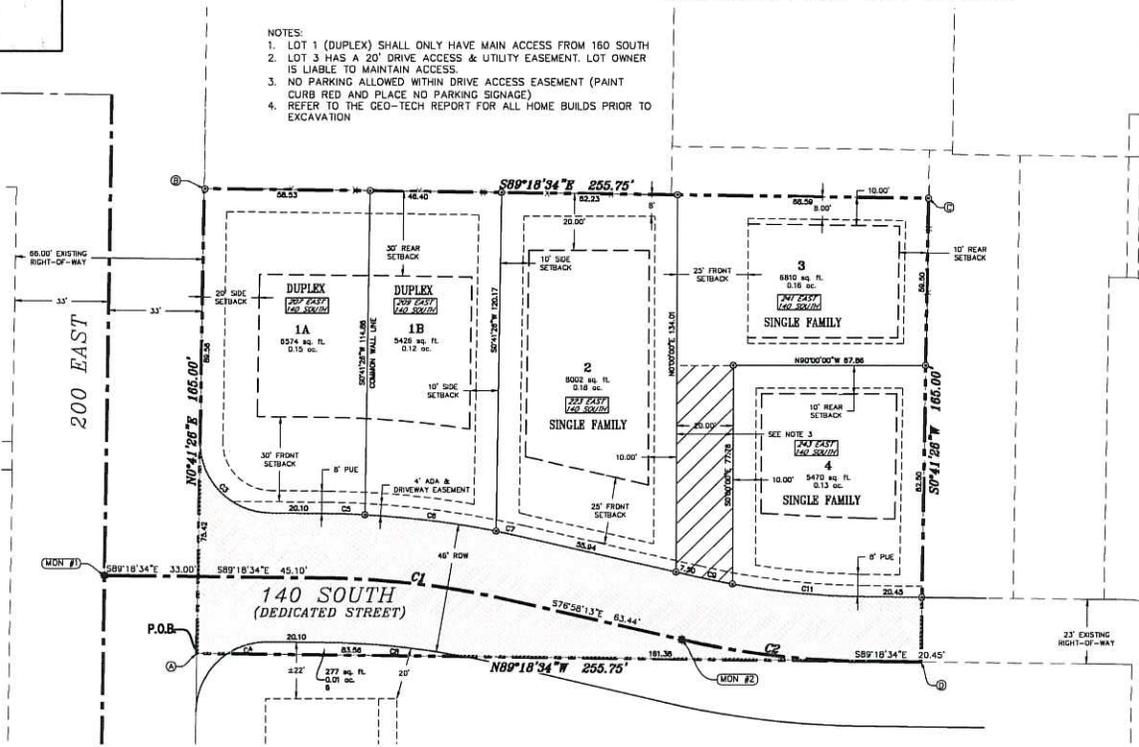
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG. DELTA
C1	64.61'	300.00'	64.48'	S83°08'23"E 12°27'32"
C2	64.61'	300.00'	64.48'	S83°08'23"E 12°27'32"
C3	39.27'	23.00'	35.36'	H44°18'34"W 89°38'54"
C4	15.06'	23.00'	14.86'	S73°23'54"W 24°38'54"
C5	13.44'	323.00'	13.43'	N86°07'04"W 2°23'00"
C6	46.74'	323.00'	46.70'	N82°46'50"W 8°17'28"
C7	8.30'	323.00'	8.30'	N77°46'50"W 1°38'53"
C8	46.54'	377.00'	46.47'	N85°11'17"W 10°14'47"
C9	13.87'	377.00'	13.87'	N08°18'42"W 2°40'58"
C11	46.88'	377.00'	46.83'	N84°28'51"W 8°38'28"

STATE PLANE COORDINATE TABLE		
Point #	Northing	Easting
A	743476.0772	1918574.8308
B	743564.0652	1918578.8192
C	743640.8622	1918582.8088
D	743478.8932	1918583.3022
MON #1	743208.8808	1918541.8638
MON #2	743063.8440	1918745.8088

- LEGEND**
- FOUND SECTION COR. AS NOTED
 - SET 5/8" IRON PIN TO BE SET AT ALL LOT CORNERS
 - FOUND CLASS I STREET MONUMENT
 - SET STREET MONUMENT
 - PROPERTY BOUNDARY
 - CENTRIC
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - SECTION LINE
 - PUBLIC UTILITY EASEMENT
 - CALCULATED POINT (NOT SET)



NORTH
1" = 20'



TOTAL SUBDIVISION AREA = 41200 sq ft
 TOTAL UNITS = 3 SINGLE FAMILY - 1 DUPEX
 ROW AREA = 9640 sq ft
 LOT/UNIT AREA = 31560 sq ft
 AVG. LOT/UNIT AREA = 6,312 sq. ft.
 DENSITY = 5 UNITS/ACRE

CONST TYPE = V-B
 OCCUPANCY = R-3
 BLDG HEIGHT = 24'

Surveyor's Certificate

I, ROBBIN J. MULLEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 368358 AS PREScribed UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

Boundary Description

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF 200 EAST STREET AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 2, PLAT A OF THE AMERICAN FORK CITY SURVEY, SAID POINT ALSO BEING 60.72' E. ALONG SAID BLOCK 2 495.00' FROM THE SOUTHWEST CORNER OF LOT 3 OF SAID BLOCK 2, SAID POINT ALSO BEING 5.24' W. OF THE 200' W. FROM A FOUND MONUMENT LOCATED IN THE INTERSECTION OF 200 EAST AND 200 SOUTH STREETS (BASIS OF BEARING IS THE MONUMENT LINE BETWEEN THE INTERSECTION OF 200 EAST AND 200 SOUTH STREETS AND THE MONUMENT AT THE INTERSECTION OF 200 EAST AND 200 SOUTH STREETS BEARING BEING S 74° 02' 00" W. 726.45' AS PER COORDINATES FROM THE AMERICAN FORK CITY BLOCK SURVEY FILED WITH THE UTAH COUNTY SURVEYOR).
 THENCE N 8° 12' 00" E. ALONG SAID RIGHT-OF-WAY 385.00'; THENCE S 89° 12' 34" E. 255.75'; THENCE S 0° 41' 20" W. 165.00'; THENCE N. 88° 18' 34" W. 255.75' TO THE POINT OF BEGINNING.

Date _____ Owner's Dedication _____ Surveyor (See Seal Below) _____

Know all men by these presents that we, all of the undersigned owners of all the property described in the Surveyor's Certificate hereon and shown on this map, have covenanted the same to be subdivided into Lots, Blocks, Streets, and Easements and do hereby dedicate the streets and other Public areas as indicated hereon for perpetual use of the public.
 In witness hereof we have hereunto set our hands this _____ day of A.D. 20____

NAME _____ NAME _____

STATE OF UTAH } Acknowledgement
 COUNTY OF UTAH } S.S.

On the _____ day of _____, A.D. 20____, personally appeared before me the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.
 (Notary's full name) _____ A notary public commissioned in Utah (Commission number) _____
 My Commission Expires _____ (signature) _____

On the _____ day of _____, A.D. 20____, personally appeared before me _____, who being by me duly sworn did say that he is the Mayor of American Fork, a Corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of the City Council, and he acknowledged to me that said Corporation executed the same.
 (Notary's full name) _____ A notary public commissioned in Utah (Commission number) _____
 My Commission Expires _____ (signature) _____

Mayor _____
 Acceptance by the City of American Fork
 Approved this _____ day of _____, 20____, by American Fork City, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other Parcels of land intended for public purposes for the perpetual use of the public. The City recognizes that this plat clarifies ownership of property with the dedication shown hereon this _____ day of _____, A.D. 20____

Mayor _____ Council Member _____
 Council Member _____ Council Member _____
 Council Member _____ Council Member _____

City Engineer (See Seal below) _____ City Recorder (See Seal below) _____
 Planning Commission Approval
 Approved this _____ day of _____, 20____, by American Fork City Planning Commission.
 Director - Secretary _____ Chairman, Planning Commission _____

**Z-ACT HOME DEVELOPMENT
 AN INNER-BLOCK COTTAGE DEVELOPMENT
 LOCATED IN AMERICAN FORK, UTAH**

American Fork City _____ Utah County, Utah
 Scale: 1" = 20 Feet

PROJECT ENGINEER & SURVEYOR REGION ENGINEERING & SURVEYING 1776 NORTH STATE STREET #110 ORLEM, UTAH 84087 PH: 801.736.2245	PROJECT DEVELOPER Z-ACT, LLC 566 WEST 224 NORTH PLEASANT GROVE, UT 84062 celestia@zact.com 800.817.7249
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Occupancy Restriction Notice

The City of American Fork has an Ordinance which restricts the occupancy of buildings within this subdivision. According, it is unlawful to occupy any building located within this subdivision without first having obtained a certificate of occupancy issued by the City.

City Utilities Approval

Culinary Water / Pressurized Irrigation / Sanitary Sewer / Storm Drain

Public Works Director _____ Date _____

Public Utilities Approval

Approval of this plat includes the public utility easements recorded as shown.

Ricky Maulsah Power _____ Date _____
 Carl Jungblut _____ Date _____



SEWERER'S SEAL	WATER PUBLIC SEAL	CITY-COUNTY OWNED SEAL	CLERK-RECORDER SEAL
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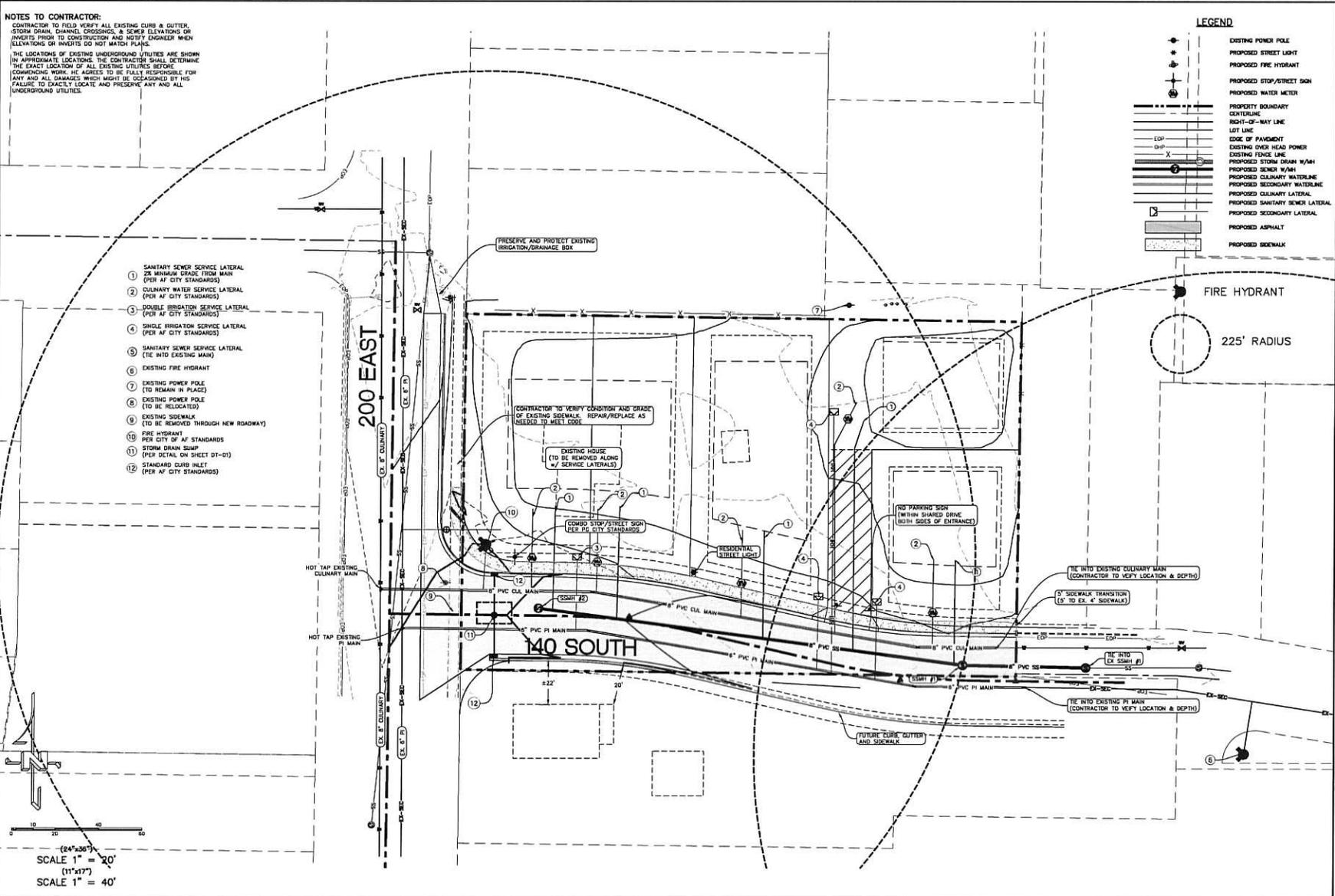
NOTES TO CONTRACTOR:

CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL, CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

- 1 SANITARY SEWER SERVICE LATERAL (28 MINIMUM GRADE FROM MAIN (PER AT CITY STANDARDS))
- 2 CULINARY WATER SERVICE LATERAL (PER AT CITY STANDARDS)
- 3 DOUBLE IRRIGATION SERVICE LATERAL (PER AT CITY STANDARDS)
- 4 SINGLE IRRIGATION SERVICE LATERAL (PER AT CITY STANDARDS)
- 5 SANITARY SEWER SERVICE LATERAL (TIE INTO EXISTING MAIN)
- 6 EXISTING FIRE HYDRANT
- 7 EXISTING POWER POLE (TO REMAIN IN PLACE)
- 8 EXISTING POWER POLE (TO BE RELOCATED)
- 9 EXISTING SIDEWALK (TO BE REMOVED THROUGH NEW ROADWAY)
- 10 FIRE HYDRANT (PER CITY OF AF STANDARDS)
- 11 STORM DRAIN SUMP (PER DETAIL ON SHEET DT-01)
- 12 STANDARD CURB INLET (PER AT CITY STANDARDS)

LEGEND

- EXISTING POWER POLE
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- PROPOSED STOP/STREET SIGN
- PROPOSED WATER METER
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EDGE OF PAVEMENT
- EXISTING OVER HEAD POWER
- EXISTING FENCE LINE
- PROPOSED STORM DRAIN W/WH
- PROPOSED SEWER W/WH
- PROPOSED CULINARY WATERLINE
- PROPOSED SECONDARY WATERLINE
- PROPOSED CULINARY LATERAL
- PROPOSED SANITARY SEWER LATERAL
- PROPOSED SECONDARY LATERAL
- PROPOSED ASPHALT
- PROPOSED SIDEWALK



region
 Engineering & Surveying
 1776 N. State St. #110
 Orem, UT 84057
 P. 801.376.2245
 region@regi.com

REGISTERED PROFESSIONAL ENGINEER
 STATE OF UTAH
 No. 187023
 Donald L. Lynde
 P.E., L.P.

**Z-4CT HOMES DEVELOPMENT
 AN INNER-BLOCK COTTAGE
 DEVELOPMENT**
 LOCATED IN THE SOUTHWEST CORNER OF
 LOT 6, BLOCK 5, PLAT A OF THE
 AMERICAN FORK CITY SURVEY

DATE: 1.29.2015
 PROJECT #
 REVISIONS:

1	
2	
3	

SHEET NAME
 UTILITY PLAN
 SHEET
 UP-01

NOTES TO CONTRACTOR:

CONTRACTOR TO FIELD VERIFY ALL EXISTING CURBS & GUTTER, STORM DRAIN, CHANNEL CROSSINGS & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Lot Drainage:-

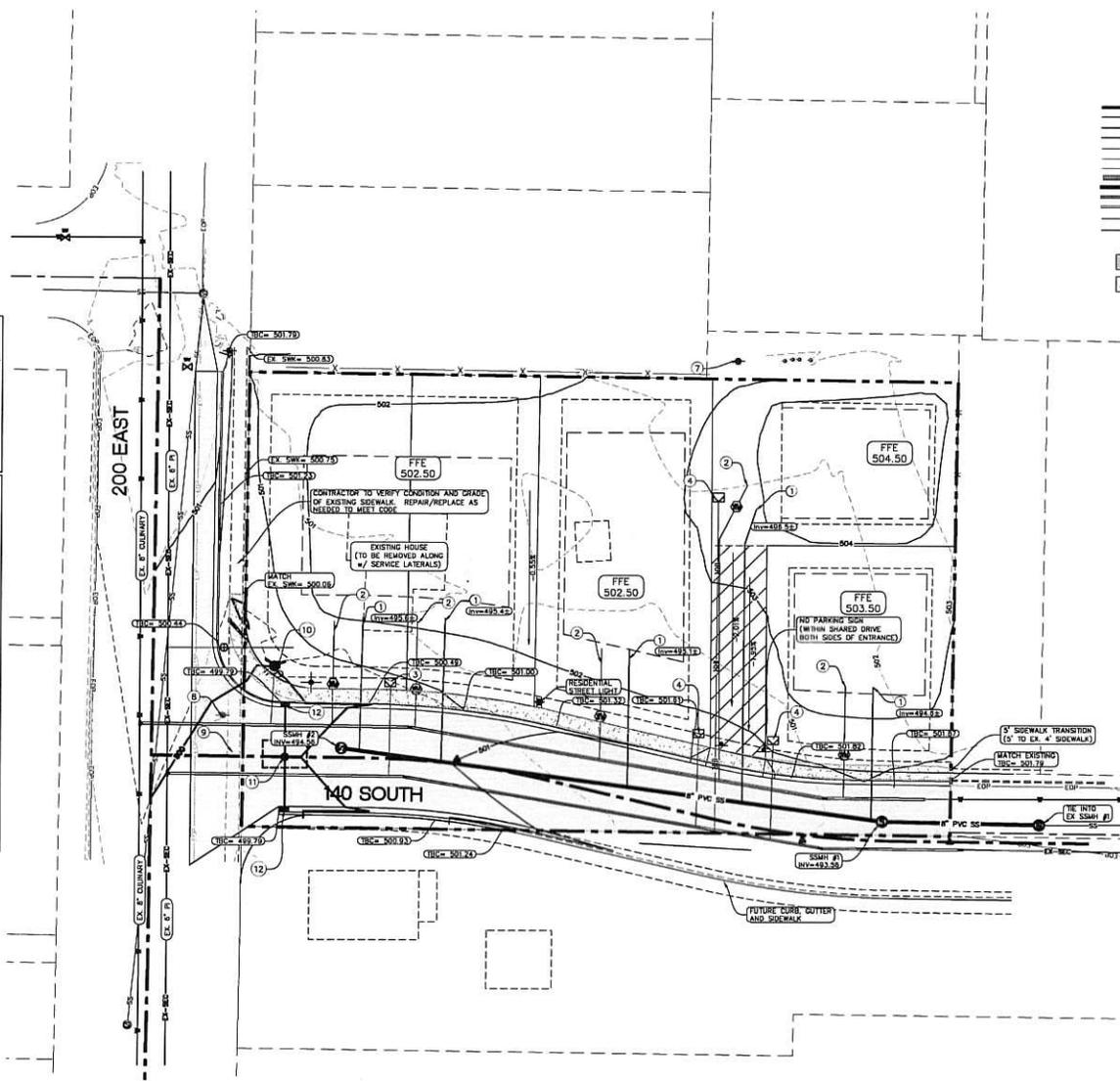
- At minimum, 50% of roof drains shall drain towards the street.
- All side downspouts are to be diverted toward the front or rear of the lot.
- Yards to be positively graded away from all window walls.
- HOA's &/or homeowners are responsible for maintaining lot line drainage pathways through their properties per drainage plan.
- All lot lines are to be maintained as drainage pathways for accumulating runoff from adjoining lots.
- All lots shall meet the International Building Code standards and drain away from the structure.

Misc Construction Notes:-

1. Lawn sprinklers (when installed) shall have an approved back flow protection device.
2. Where local water pressure is in excess of (80) pounds per square inch, an approved type pressure regulator preceded by an adequate strainer shall be installed.
3. A portable construction toilet is required to be within 600' of this site.
4. All construction waste material shall be gathered in the garage & regularly removed or placed in an on-lot dumpster.
5. No dirt or debris shall be placed over the sidewalk, curb or in the roadway. - Mandatory!
6. Lot owner to maintain greenspace between curb & sidewalk

LEGEND

- PROPOSED POWER POLE
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- PROPOSED STOP/STREET SIGN
- PROPOSED WATER METER
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EOP
- EDGE OF PAVEMENT
- EXISTING OVER HEAD POWER
- EXISTING FENCE LINE
- PROPOSED STORM DRAIN W/WH
- PROPOSED SEWER W/WH
- PROPOSED CULINARY WATERLINE
- PROPOSED SECONDARY WATERLINE
- PROPOSED CULINARY LATERAL
- PROPOSED SANITARY SEWER LATERAL
- PROPOSED SECONDARY LATERAL
- PROPOSED ASPHALT
- PROPOSED SIDEWALK



- 1 SANITARY SEWER SERVICE LATERAL (3% MINIMUM GRADE FROM MAIN (PER AF CITY STANDARDS))
- 2 CULINARY WATER SERVICE LATERAL (PER AF CITY STANDARDS)
- 3 DOUBLE IRRIGATION SERVICE LATERAL (PER AF CITY STANDARDS)
- 4 SINGLE IRRIGATION SERVICE LATERAL (PER AF CITY STANDARDS)
- 5 SANITARY SEWER SERVICE LATERAL (TO BE REMOVED THROUGH NEW ROADWAY)
- 6 EXISTING FIRE HYDRANT
- 7 EXISTING POWER POLE (TO REMAIN IN PLACE)
- 8 EXISTING POWER POLE (TO BE RELOCATED)
- 9 EXISTING SIDEWALK (TO BE REMOVED THROUGH NEW ROADWAY)
- 10 FIRE HYDRANT PER CITY OF AF STANDARDS
- 11 STORM DRAIN SUMP (PER DETAIL ON SHEET DT-01)
- 12 STANDARD CURB INLET (PER AF CITY STANDARDS)

region
 & Surveying
 1776 N. State St. #110
 Orem, UT 84057
 P: 801.376.2245
 regionreglab.com

**Z-ACT HOMES DEVELOPMENT
 AN INNER-BLOCK COTTAGE
 DEVELOPMENT**
 LOCATED IN THE SOUTHWEST CORNER OF
 LOT 6, BLOCK 2, PHASE A OF THE
 AMERICAN FORK CITY CORNER

DATE: 1/29/2015

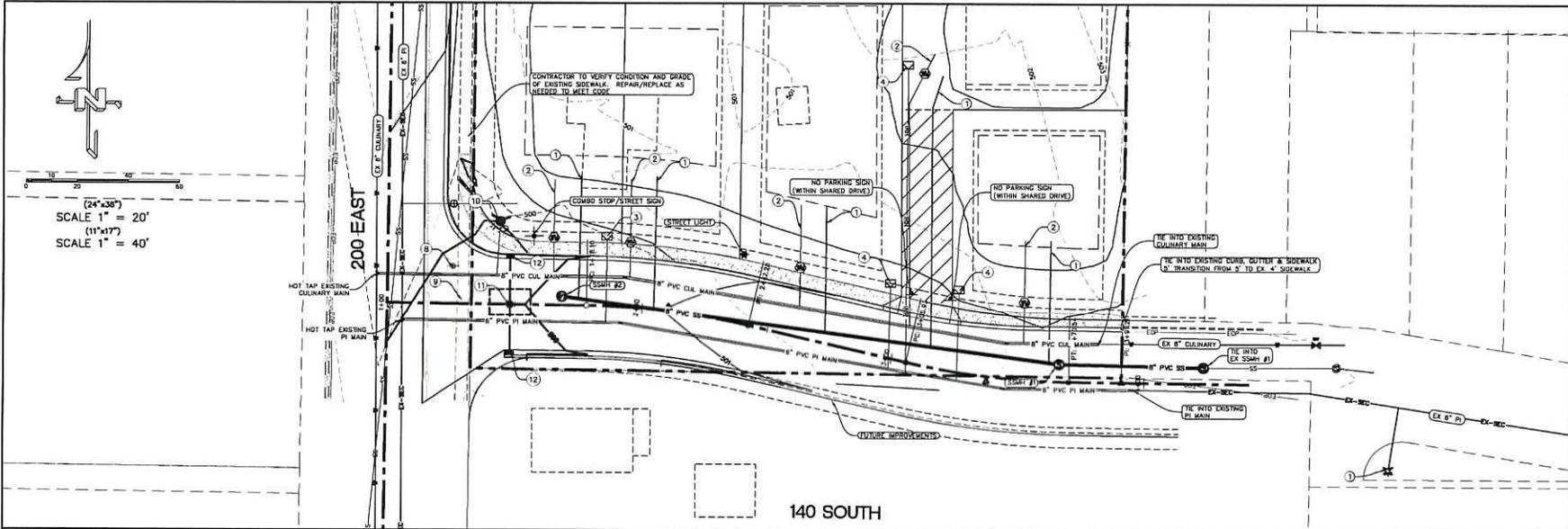
PROJECT #

REVISIONS:

1	
2	
3	

SHEET NAME
 UTILITY PLAN

SHEET
 GR-01



Engineering & Surveying
region
 1776 N. State St. #110
 Orem, UT 84057
 P: 801.376.2245
 region@regi.com



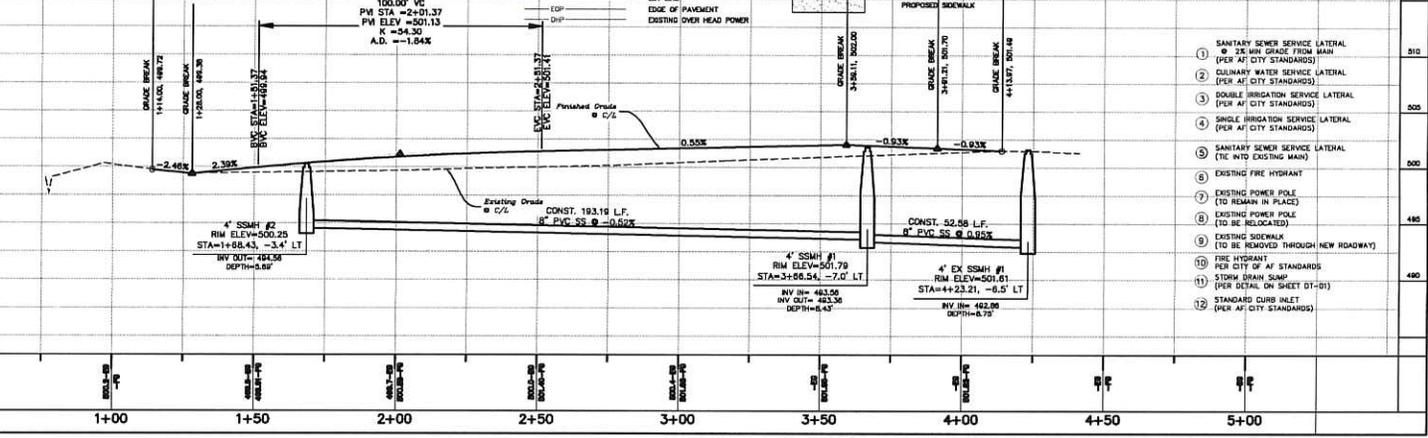
**Z-TRACT HOMES DEVELOPMENT
 AN INNER-BLOCK COTTAGE
 DEVELOPMENT**
 LOCATED IN THE SOUTHWEST CORNER OF
 LOT 6, BLOCK 8, PLAT A OF THE
 AMERICAN FOUR CITY SUBURB

Know what's below. 811
Call 811 before you dig.
 BLUE STAKES OF UTAH
 UTILITY NOTIFICATION CENTER, INC.
 www.bluestakes.org
 1-800-662-4111

LEGEND

- EXISTING POWER POLE
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- PROPOSED STOP/STREET SIGN
- PROPOSED WATER METER
- PROPERTY BOUNDARY
- CENTRLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EDGE OF PAVEMENT
- EXISTING OVER HEAD POWER
- EXISTING FENCE LINE
- PROPOSED STORM DRAIN W/WH
- PROPOSED SEWER W/WH
- PROPOSED CULINARY WATERLINE
- PROPOSED SECONDARY WATERLINE
- PROPOSED CULINARY LATERAL
- PROPOSED SANITARY SEWER LATERAL
- PROPOSED SECONDARY LATERAL
- PROPOSED ASPHALT
- PROPOSED SIDEWALK

NOTES TO CONTRACTOR:
 CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & OUTLET, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH REGION ENGINEERING & SURVEYING.



- 1 SANITARY SEWER SERVICE LATERAL (Ø 24" W/ GRADE FROM MAIN (PER AF CITY STANDARDS))
- 2 CULINARY WATER SERVICE LATERAL (PER AF CITY STANDARDS)
- 3 DOUBLE IRRIGATION SERVICE LATERAL (PER AF CITY STANDARDS)
- 4 SINGLE IRRIGATION SERVICE LATERAL (PER AF CITY STANDARDS)
- 5 SANITARY SEWER SERVICE LATERAL (TIE INTO EXISTING MAIN)
- 6 EXISTING FIRE HYDRANT
- 7 EXISTING POWER POLE (TO REMAIN IN PLACE)
- 8 EXISTING POWER POLE (TO BE RELOCATED)
- 9 EXISTING SIDEWALK (TO BE REMOVED THROUGH NEW ROADWAY)
- 10 EXISTING FIRE HYDRANT
- 11 STORM DRAIN SUMP (PER CITY OF AF STANDARDS)
- 12 STANDARD CURB INLET (PER AF CITY STANDARDS)

DATE: 1/29/2015

PROJECT #

REVISIONS:

1	
2	
3	

SHEET NAME:
 PLAN & PROFILE
 140 SOUTH
 SHEET:
 PP-01

PROJECT INFORMATION SIGN

ANY ACTIVITY THAT REQUIRES A GRADING PERMIT SHALL INSTALL AND MAINTAIN A PROJECT INFORMATION SIGN IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

1. THE SIGN SHALL BE INSTALLED PRIOR TO BEGINNING ACTUAL CONSTRUCTION ACTIVITIES OR INITIATING ANY TYPE OF EARTH-MOVING OPERATIONS.
2. THE SIGN SHALL BE INSTALLED AT A PROMINENT LOCATION ON THE PROPERTY NEAR THE MAIN ENTRANCE OF THE CONSTRUCTION SITE. TRAFFIC VISIBILITY SHALL BE MAINTAINED BY PLACING THE SIGN BACK FROM THE MAIN INGRESS/ EGRESS LOCATION AND AT ANY APPLICABLE INTERSECTION FOR PROPER SIGHT TRIANGLE CLEARANCES.
3. THE SIGN MAY BE REMOVED ONCE FINAL STABILIZATION HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERSON IS RESPONSIBLE AND IS APPROVED BY THE CITY.
4. THE SIGN SHALL BE A MINIMUM OF 48" x 48" AND THE FOLLOWING INFORMATION SHALL BE DISPLAYED ON THE SIGN WITH THE DESIGNATED ALPHA AND NUMERIC DIMENSIONS. SIGN BOARDS WRITTEN IN LONGHAND ARE UNACCEPTABLE.

DEVELOPERS NAME
(4" uppercase bold letters)

PROJECT NAME
(4" uppercase bold letters)

PERMIT NUMBER
(4" bold numbers)

FOR PROJECT SITE CONCERNS CONTACT

Office Phone Contact ###-###-####
(4" bold numbers)

Cell Phone Contact ###-###-####
(4" bold numbers)

IF NO RESPONSE PLEASE CONTACT CITY OFFICE AT
###-###-####
(4" uppercase bold letters and 2" bold numbers)

5. THE TEXT HEIGHT SHALL BE A MINIMUM AS SHOWN ON THE TEMPLATE ABOVE, AND MUST CONTRAST WITH LETTERING, TYPICALLY BLACK TEXT WITH WHITE BACKGROUND.
6. THE LOWER EDGE OF THE SIGN BOARD MUST BE A MINIMUM OF THREE (3) FEET AND A MAXIMUM OF FIVE (5) FEET ABOVE GRADE. SIGN MAY BE POSTED ON A TRAILER IF IT MEETS THESE REQUIREMENTS.

LEGEND:

- PROPOSED SILT FENCE (SEE SHEET EC-02)
- FLOW ARROW
- PROPOSED VEHICLE TRACKING CONTROL (SEE SHEET EC-02)
- PROPOSED CURB INLET PROTECTION (SEE SHEET EC-02)

NOTES:
CONTRACTOR TO PROVIDE INLET PROTECTION AT ALL EXISTING INLETS/OUTLETS ADJACENT TO PROPERTY, WHETHER SHOWN ON THIS PLAN OR NOT.

PROVIDE PROTECTION TO EXISTING OUTLET PIP

SILT FENCE

SILT FENCE

VEHICLE TRACKING CONTROL



(24"x36")
SCALE 1" = 20'
(11"x17")
SCALE 1" = 40'

region Engineering & Surveying
1776 N. State St. #110
Orem, UT 84057
P: 801.376.2245
regioneng.com

**Z-TRACT HOMES DEVELOPMENT
AN INNER-BLOCK COTTAGE
DEVELOPMENT**
LOCATED IN THE SOUTHWEST CORNER OF
LOT 6, BLOCK 3, PLAT A OF THE
AMERICAN FORK CITY SURVEY

DATE: 1.29.2015

PROJECT #

REVISIONS:

1	
2	
3	

SHEET NAME:
EROSION CONTROL PLAN

SHEET:
EC-01

BMP: Catch Basin Cleaning CNC



PROGRAM ELEMENTS

- 2. Site Development
- C. Erosion Control
- C. Construction Activities
- D. Pollution Prevention
- E. Stormwater Management

DISCUSSION:
Catch basin cleaning is a critical task for maintaining the effectiveness of stormwater management systems. It involves the removal of debris, sediment, and other pollutants that can accumulate in catch basins over time. This process helps prevent blockages and ensures that stormwater can flow freely through the system.

APPLICABILITY:
This BMP is applicable to all catch basins located on-site, including those in parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Catch basin cleaning should be performed at least once per year, or more frequently if the catch basin is located in an area with high traffic volume or significant debris accumulation.

MAINTENANCE:
Catch basin cleaning should be performed at least once per year, or more frequently if the catch basin is located in an area with high traffic volume or significant debris accumulation.

TARGETED POLLUTANTS

- Debris
- Sediment
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Silt Fence ST



OBJECTIVES

- 1. Prevent sediment from leaving the site
- 2. Reduce sediment loading to receiving waters
- 3. Control sediment discharge

DISCUSSION:
Silt fences are a type of sediment control structure that is used to prevent sediment from leaving a construction site. They are typically made of fabric or geotextile material and are installed in a line across the site. Silt fences help to trap sediment and prevent it from being carried away by stormwater runoff.

APPLICABILITY:
Silt fences are applicable to all areas of the site where sediment is likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Silt fences should be installed in a line across the site, and they should be installed in a way that allows stormwater to flow through the fence. Silt fences should be installed in a line across the site, and they should be installed in a way that allows stormwater to flow through the fence.

MAINTENANCE:
Silt fences should be inspected and maintained at least once per week, or more frequently if the site is in an area with high rainfall or significant sediment accumulation.

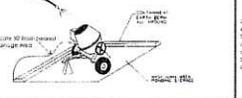
TARGETED POLLUTANTS

- Sediment
- Debris
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Concrete Waste Management CVM



OBJECTIVES

- 1. Prevent concrete waste from leaving the site
- 2. Reduce concrete waste loading to receiving waters
- 3. Control concrete waste discharge

DISCUSSION:
Concrete waste management is a critical task for maintaining the effectiveness of stormwater management systems. It involves the removal of concrete waste that can accumulate on-site. This process helps prevent blockages and ensures that stormwater can flow freely through the system.

APPLICABILITY:
This BMP is applicable to all areas of the site where concrete waste is likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Concrete waste management systems should be installed in a way that allows concrete waste to be collected and stored on-site. Concrete waste management systems should be installed in a way that allows concrete waste to be collected and stored on-site.

MAINTENANCE:
Concrete waste management systems should be inspected and maintained at least once per week, or more frequently if the site is in an area with high rainfall or significant concrete waste accumulation.

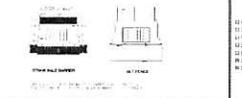
TARGETED POLLUTANTS

- Concrete
- Debris
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Inlet Protection - Silt Fence or Straw Bale IFS



OBJECTIVES

- 1. Prevent sediment from leaving the site
- 2. Reduce sediment loading to receiving waters
- 3. Control sediment discharge

DISCUSSION:
Inlet protection is a type of sediment control structure that is used to prevent sediment from leaving a construction site. It is typically made of fabric or geotextile material and is installed in a line across the site. Inlet protection helps to trap sediment and prevent it from being carried away by stormwater runoff.

APPLICABILITY:
Inlet protection is applicable to all areas of the site where sediment is likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Inlet protection should be installed in a line across the site, and it should be installed in a way that allows stormwater to flow through the inlet protection. Inlet protection should be installed in a line across the site, and it should be installed in a way that allows stormwater to flow through the inlet protection.

MAINTENANCE:
Inlet protection should be inspected and maintained at least once per week, or more frequently if the site is in an area with high rainfall or significant sediment accumulation.

TARGETED POLLUTANTS

- Sediment
- Debris
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Portable Toilets PT



OBJECTIVES

- 1. Prevent human waste from leaving the site
- 2. Reduce human waste loading to receiving waters
- 3. Control human waste discharge

DISCUSSION:
Portable toilets are a type of sanitation facility that is used to prevent human waste from leaving a construction site. They are typically made of plastic or metal and are installed on-site. Portable toilets help to prevent human waste from being carried away by stormwater runoff.

APPLICABILITY:
Portable toilets are applicable to all areas of the site where human waste is likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Portable toilets should be installed in a way that allows human waste to be collected and stored on-site. Portable toilets should be installed in a way that allows human waste to be collected and stored on-site.

MAINTENANCE:
Portable toilets should be inspected and maintained at least once per week, or more frequently if the site is in an area with high rainfall or significant human waste accumulation.

TARGETED POLLUTANTS

- Human Waste
- Debris
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Street Cleaning SC



OBJECTIVES

- 1. Prevent debris from leaving the site
- 2. Reduce debris loading to receiving waters
- 3. Control debris discharge

DISCUSSION:
Street cleaning is a type of debris management activity that is used to prevent debris from leaving a construction site. It involves the removal of debris that can accumulate on streets and parking lots. Street cleaning helps to prevent debris from being carried away by stormwater runoff.

APPLICABILITY:
Street cleaning is applicable to all areas of the site where debris is likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Street cleaning should be performed at least once per week, or more frequently if the site is in an area with high rainfall or significant debris accumulation.

MAINTENANCE:
Street cleaning should be performed at least once per week, or more frequently if the site is in an area with high rainfall or significant debris accumulation.

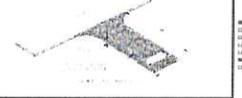
TARGETED POLLUTANTS

- Debris
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Stabilized Construction Entrance SCE



OBJECTIVES

- 1. Prevent sediment from leaving the site
- 2. Reduce sediment loading to receiving waters
- 3. Control sediment discharge

DISCUSSION:
Stabilized construction entrances are a type of sediment control structure that is used to prevent sediment from leaving a construction site. They are typically made of concrete or asphalt and are installed in a line across the site. Stabilized construction entrances help to trap sediment and prevent it from being carried away by stormwater runoff.

APPLICABILITY:
Stabilized construction entrances are applicable to all areas of the site where sediment is likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Stabilized construction entrances should be installed in a line across the site, and they should be installed in a way that allows stormwater to flow through the entrance. Stabilized construction entrances should be installed in a line across the site, and they should be installed in a way that allows stormwater to flow through the entrance.

MAINTENANCE:
Stabilized construction entrances should be inspected and maintained at least once per week, or more frequently if the site is in an area with high rainfall or significant sediment accumulation.

TARGETED POLLUTANTS

- Sediment
- Debris
- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

BMP: Spill Clean-Up SCU



OBJECTIVES

- 1. Prevent pollutants from leaving the site
- 2. Reduce pollutant loading to receiving waters
- 3. Control pollutant discharge

DISCUSSION:
Spill clean-up is a type of pollution prevention activity that is used to prevent pollutants from leaving a construction site. It involves the removal of pollutants that can accumulate on-site. Spill clean-up helps to prevent pollutants from being carried away by stormwater runoff.

APPLICABILITY:
Spill clean-up is applicable to all areas of the site where pollutants are likely to be generated, including parking lots, streets, and other areas where stormwater runoff is collected.

INSTALLATION/APPLICATION CRITERIA:
Spill clean-up should be performed at least once per week, or more frequently if the site is in an area with high rainfall or significant pollutant accumulation.

MAINTENANCE:
Spill clean-up should be performed at least once per week, or more frequently if the site is in an area with high rainfall or significant pollutant accumulation.

TARGETED POLLUTANTS

- Oil and Grease
- Polymers
- Heavy Metals
- Phosphorus
- Nitrogen

IMPLEMENTATION REQUIREMENTS

- High
- Medium
- Low

region
Engineering & Surveying
1776 N. State St. # 110
Crom. UT 84057
P. 801.376.2245
region@regi.com

REGISTERED PROFESSIONAL ENGINEER
No. 127723
Donald L. ...
P.E. ...
STATE OF UTAH

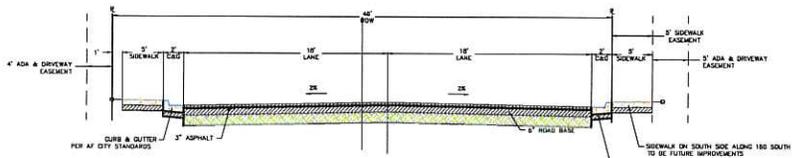
Z-ACT HOMES DEVELOPMENT
AN INNER-BLOCK COTTAGE DEVELOPMENT
LOCATED IN THE SOUTHWEST CORNER OF LOT 6, BLOCK 6, PLAT A OF THE AMERICAN FORK CITY SURVEY

DATE: 1.7.2015
PROJECT #

REVISIONS:

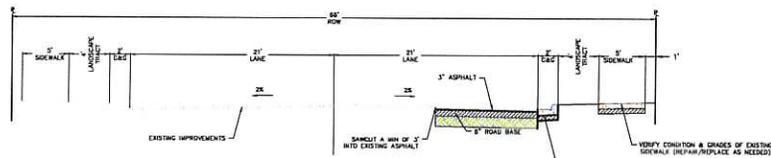
1	
2	
3	

SHEET NAME
EROSION CONTROL DETAILS
SHEET
EC-02



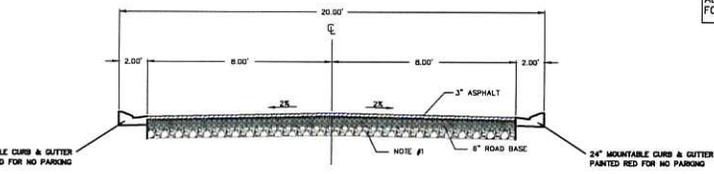
46' ROAD SECTION
140 SOUTH
-NTS-

NOTE:
#1 CURB TO BE PLACED BENEATH ALL CURB, GUTTER & SIDEWALK
REFER TO GEO-TECH FOR SUBGRADE CONDITION AND PHD



88' ROAD SECTION
200 EAST
-NTS-

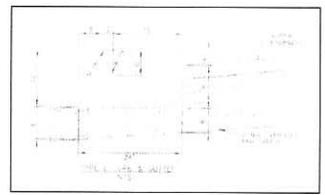
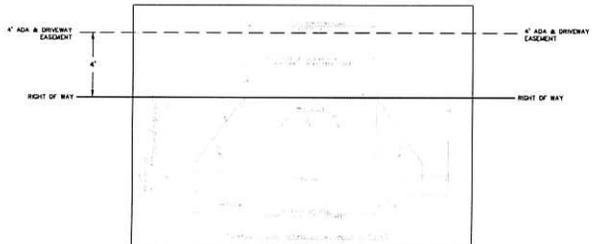
NOTE:
#1 CURB TO BE PLACED BENEATH ALL CURB, GUTTER & SIDEWALK
REFER TO GEO-TECH FOR SUBGRADE CONDITION AND PHD



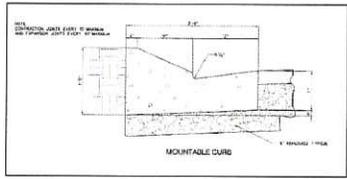
20' PRIVATE DRIVE
-NTS-

NOTES:
1. SUB-BASE PER GEOTECHNICAL REPORT.
2. UTILITY LOCATIONS MAY VARY IN ORDER TO AVOID CROSSINGS AND CONFLICTS. SEE PLANS FOR EXACT LOCATION.
3. NO PARKING ALLOW IN DRIVEWAY (PAINT CURB RED AND PLACE NO PARKING SIGNAGE)

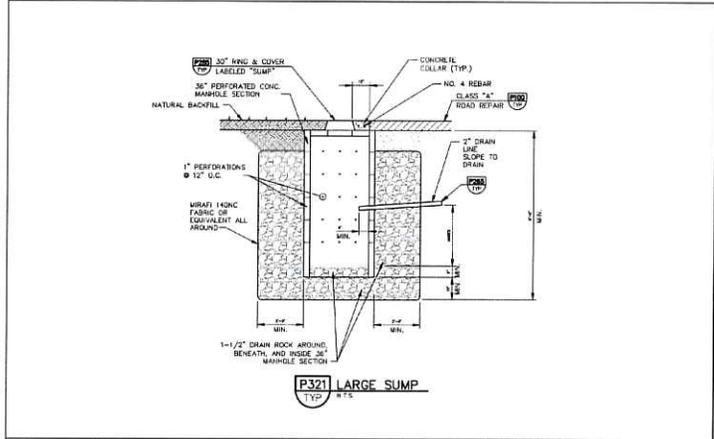
ALL DETAILS PER AMERICAN FORK CITY STANDARDS



24\"/>



24\"/>



DRAWN:	REVIEWED: 11/2010	HORROCKS	AMERICAN FORK CITY	STANDARD DETAIL FOR	DRAWING NO.
DATE:	SCALE:	ONE WEST MAIN P.O. BOX 377 AMERICAN FORK (801) 763-5100		SUMP DETAILS	15.34

region
Engineering & Surveying
1776 N. State St. #110
Orem, UT 84057
P: 801.376.2245
region@regi.com



Z-ACT HOMES DEVELOPMENT AN INNER-BLOCK COTTAGE DEVELOPMENT
LOCATED IN THE SOUTHWEST CORNER OF LOT 10, BLOCK 2, PLY # 4 OF THE AMERICAN FORK CITY SURVEY

DATE: 1.12.2015
PROJECT #
REVISIONS:

SHEET NAME:
TYPICAL DETAILS
SHEET
DT-01

WHEN RECORDED, RETURN TO:

Ruben R. Delgado Cumpa and Pamela A. Palomares
247 East 140 South
American Fork, Utah 84003

Scott H. Twiggs and Coral L. Twiggs
97 South 200 East
American Fork, Utah 84003

Richard W. Mecham and Linda K. Mecham, Trustees
Richard W. Mecham and Linda K. Mecham Revocable Trust
250 East State
American Fork, Utah 84003

Order Number: 7-034971

QUIT-CLAIM DEED

Z-Act LLC, Grantors of American Fork, County of Utah, State of Utah, hereby QUIT-CLAIM to

Ruben R. Delgado Cumpa and Pamela A. Palomares, as joint tenants

Scott H. Twiggs and Coral L. Twiggs, husband and wife as joint tenants

Richard W. Mecham and Linda K. Mecham, as Trustees or any Successor Trustees of the Richard W. Mecham and Linda K. Mecham Revocable Trust, dated August 30, 2004

Grantees of American Fork, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration the following tract of land in Utah County, State of UTAH:

See attached Exhibit "A"

WITNESS, the hand of said grantors, this 26th day of January, A.D., 2015


Z-Act, LLC
By: Caleb Olayan, Managing Member



STATE OF Utah)
County of Utah) SS.

The foregoing instrument was acknowledged before me this 2 Day day of February, 2015
by Caleb Olayan, Managing Member of Z-Act LLC

Stacey Fife
NOTARY PUBLIC

Commission Expires: 2/19/17

Residing at: 105 E State Rd
Pleasant Grove Ut, 84602

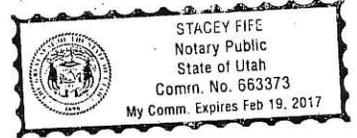
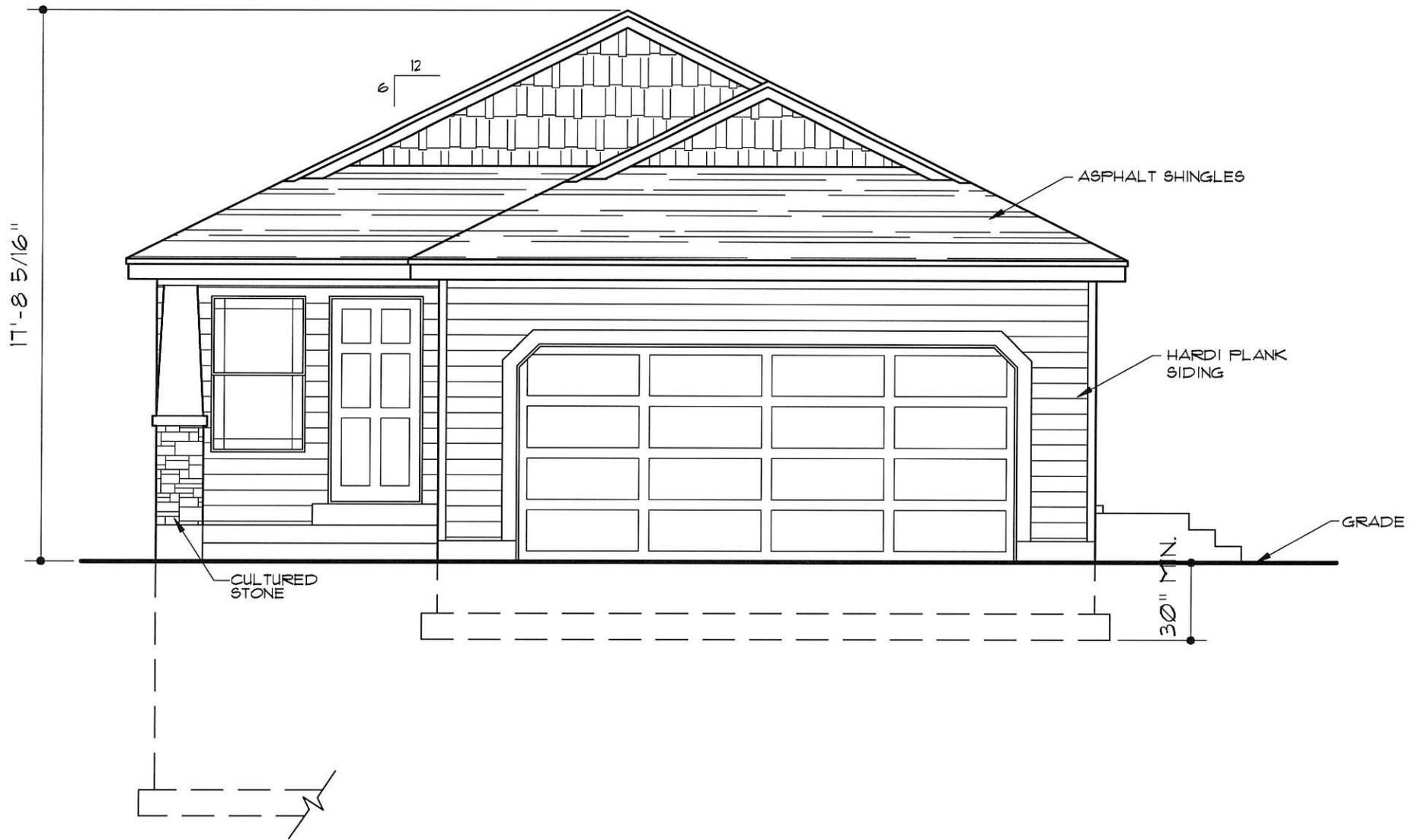
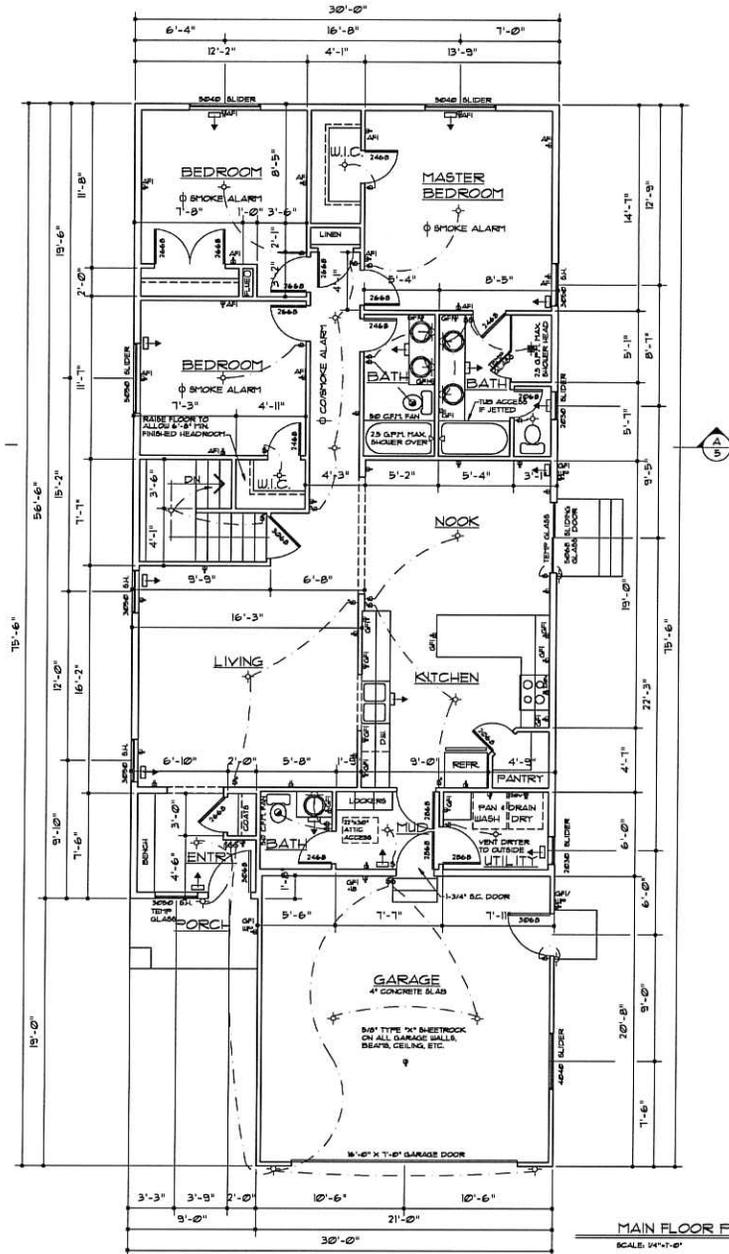


Exhibit "A"

BEGINNING AT A POINT NORTH 00 DEG 31'00" EAST 495.00 FEET AND SOUTH 89 DEG 29'00" EAST 255.75 FEET AND NORTH 00 DEG 31'00" EAST 165.00 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 2, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE AMERICAN FORK CITY PUBLIC WORKS OFFICE AND RUNNING THENCE NORTH 89 DEG 29'00" WEST 90.75 FEET; THENCE NORTH 00 DEG 31'00" EAST 17.20 FEET; THENCE SOUTH 89 DEG 29'00" EAST 99.00 FEET; THENCE SOUTH 00 DEG 31'00" WEST 5.74 FEET; THENCE NORTH 89 DEG 29'00" WEST 8.25 FEET; THENCE SOUTH 00 DEG 31'00" WEST 11.48 FEET TO THE POINT OF BEGINNING

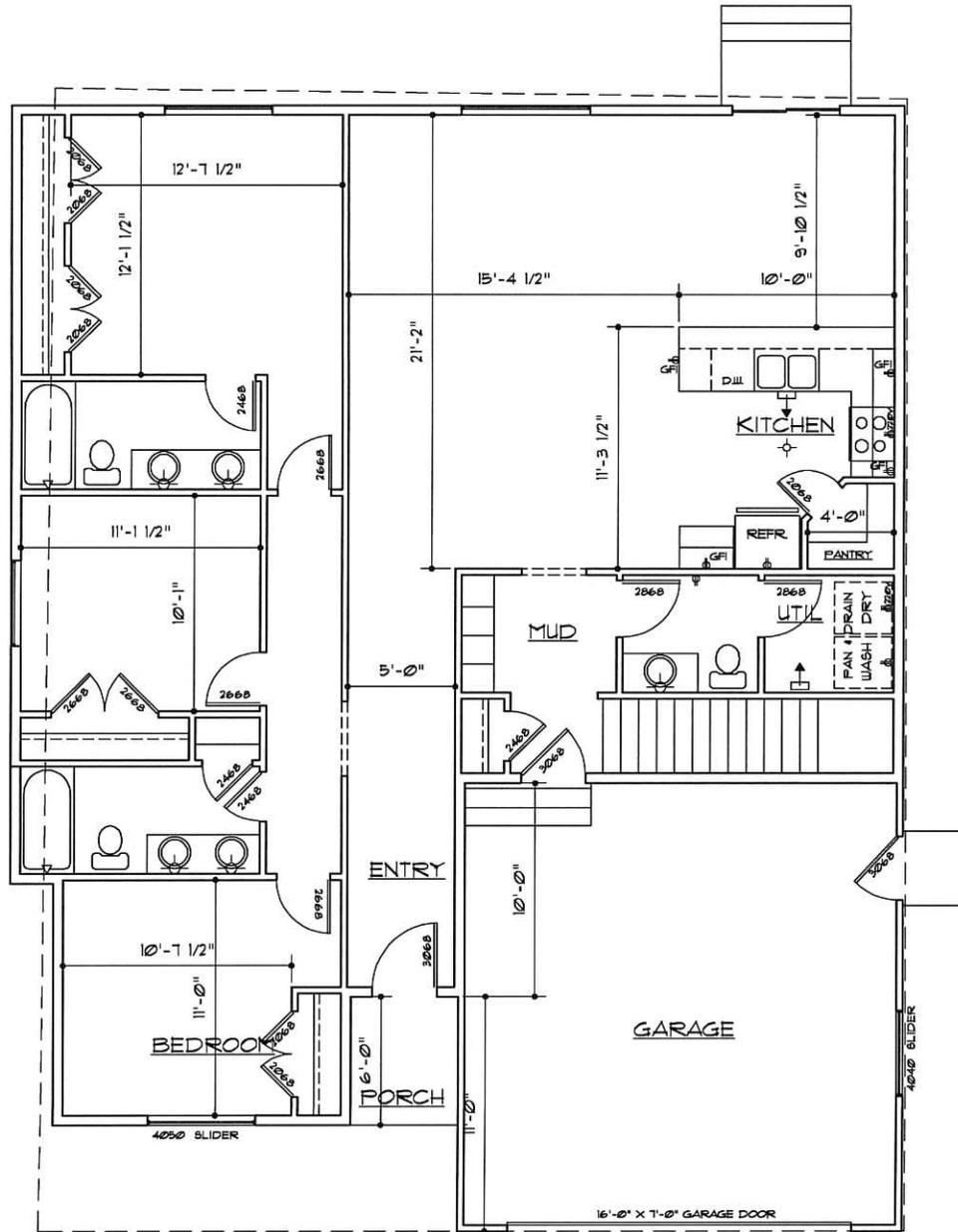


FRONT ELEVATION



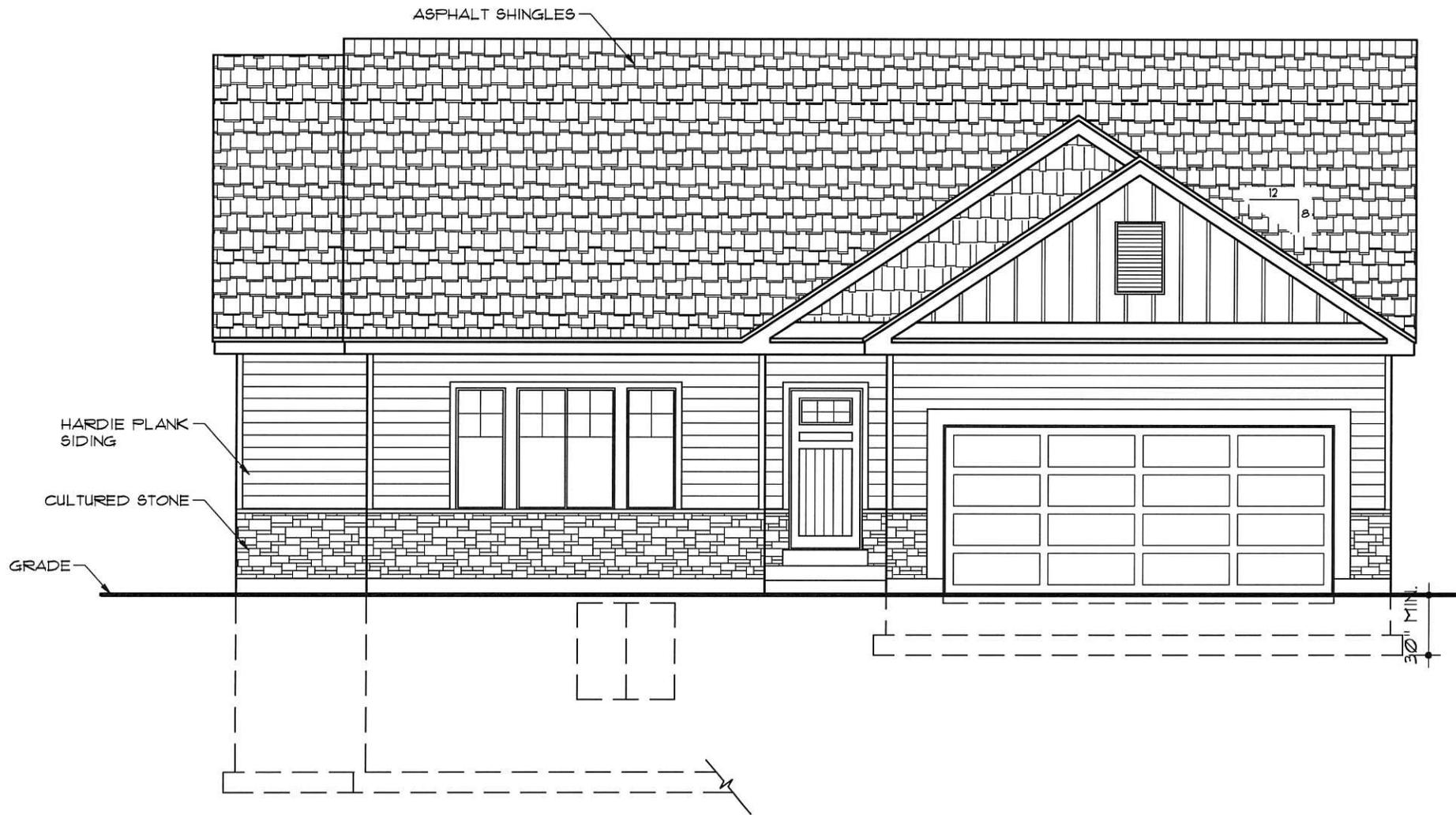
MAIN FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 1440 SQUARE FEET



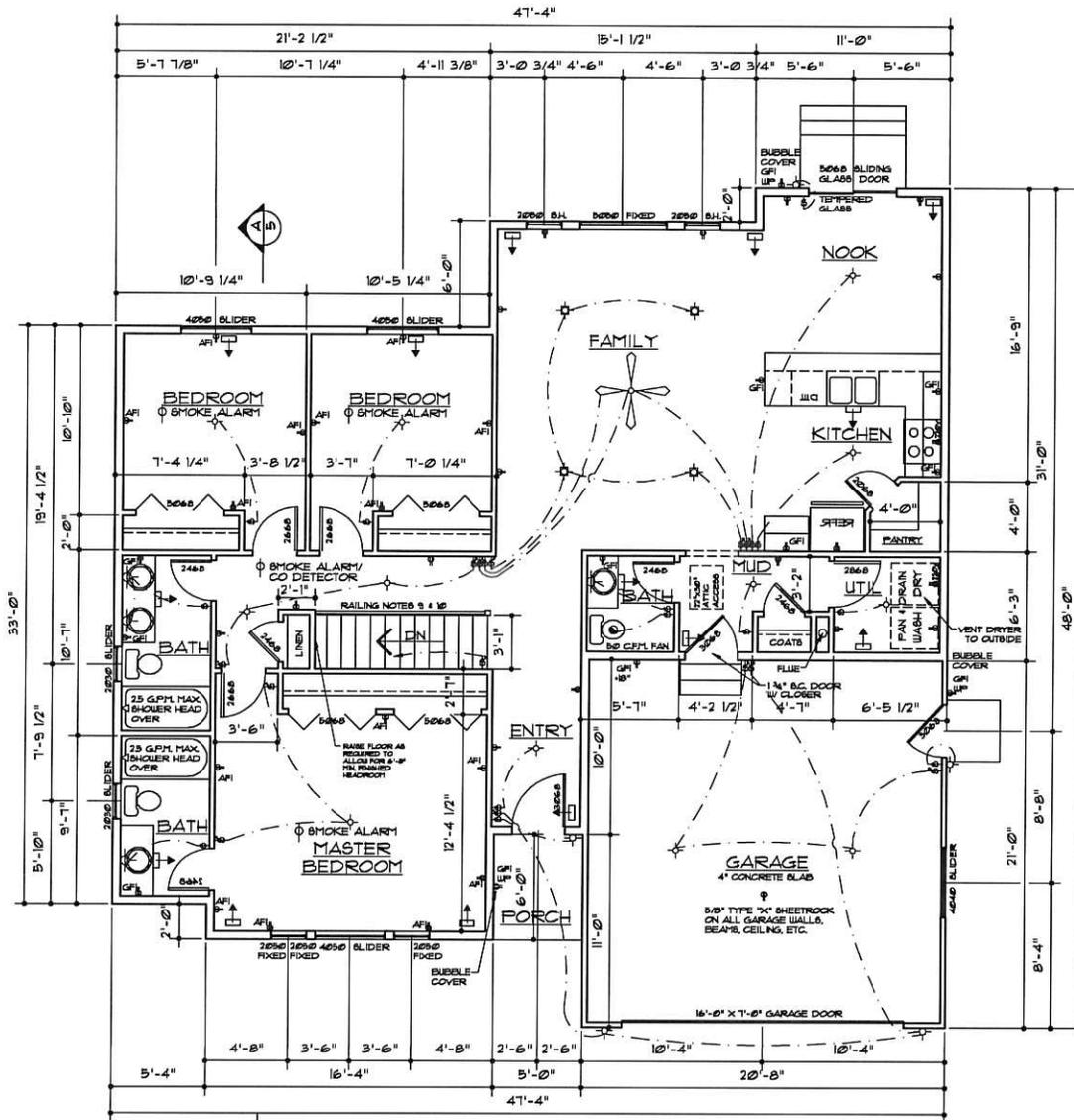


MAIN FLOOR PLAN

1398 SQUARE FEET



FRONT ELEVATION



MAIN FLOOR PLAN

SCALE: 1/4"=1'-0"

1467 SQUARE FEET

Design 7610
The Rockville

2 Story with 3 bedrooms & 3 total bathrooms

Main Level Sq. Ft.: 717
Upper Level Sq. Ft.: 823
Total Finished Sq. Ft.: 1,540

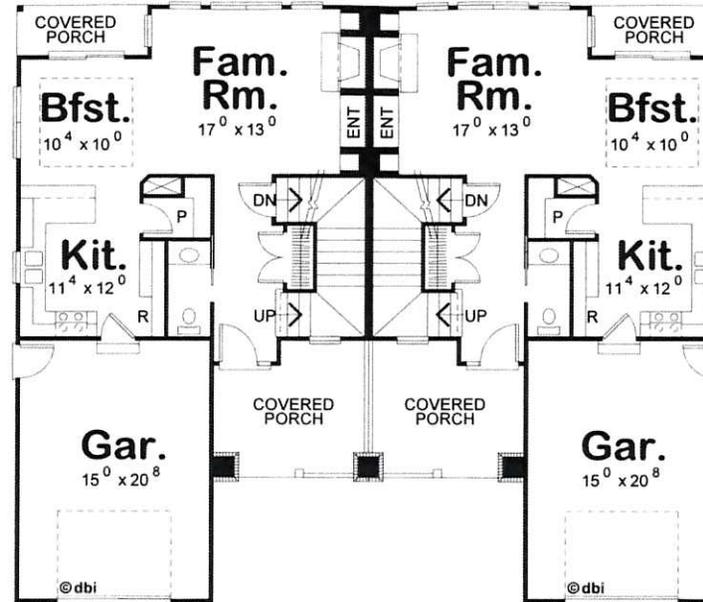
Style: *Craftsman*
Standard Foundation: *Basement*

Max Width: 56'-0" Wide
Max Depth: 47'-8" Deep
Main Level Ceiling Ht: 9'0"
Upper Level Ceiling Ht: 8'0"
Ridge Height: 27'2"

Front Garage Size: 2 stalls
Garage Sq. Ft.: 328

Kitchen Size: 11'-4" x 12'-0"
Breakfast Size: 10'-4" x 10'-0"

Master Suite Size: 11'-8" x 13'-0"



ENTERTAINING
DE-STRESSING
STORING
FLEXIBLE LIVING

Livability IndexSM | 20

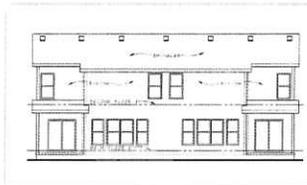
Entertaining De-Stressing Storing Flexible Living

Plan Pricing

Your right to build documents:
Construction license only - \$875.00
Dimensional plan - \$957.00

Construction sets/drawings:
PDF electronic file full price - \$1,680.00
1 set reproducible file full price - \$1,680.00
4 sets reproducible file full price - \$1,755.00
8 sets reproducible file full price - \$1,875.00
CAD file full price - \$2,180.00

Right reading reverse:
Available for this design. No Add. Cost



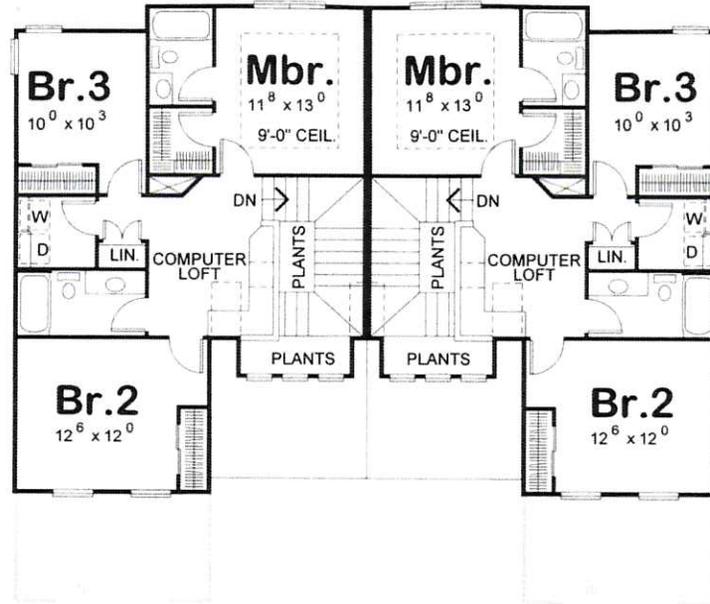
ORDER NOW!

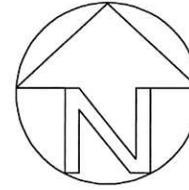
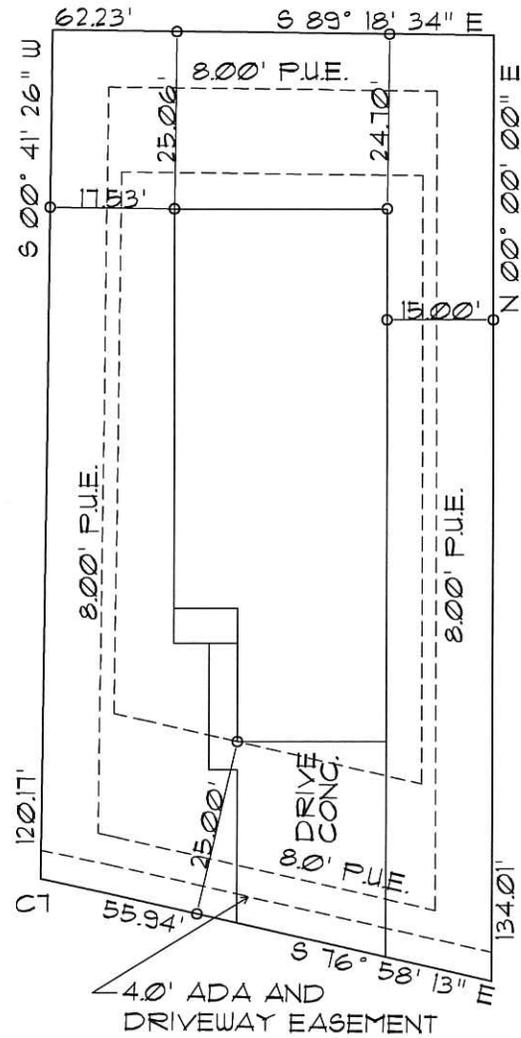
800.947.7526 X158

Design 7610
The Rockville

**2 Story with 3 bedrooms & 3
total bathrooms**

Main Level Sq. Ft.: 717
Upper Level Sq. Ft.: 823
Total Finished Sq. Ft.: 1,540





SCALE: 1" = 20'

LOT #2
 Z-ACT HOMES DEVELOPMENT
 AN INNER-BLOCK COTTAGE
 DEVELOPMENT

ALL ROOF DRAIN PIPES TO FLOW
 TO FRONT OF LOT

ALPINE HOME DESIGN INC.

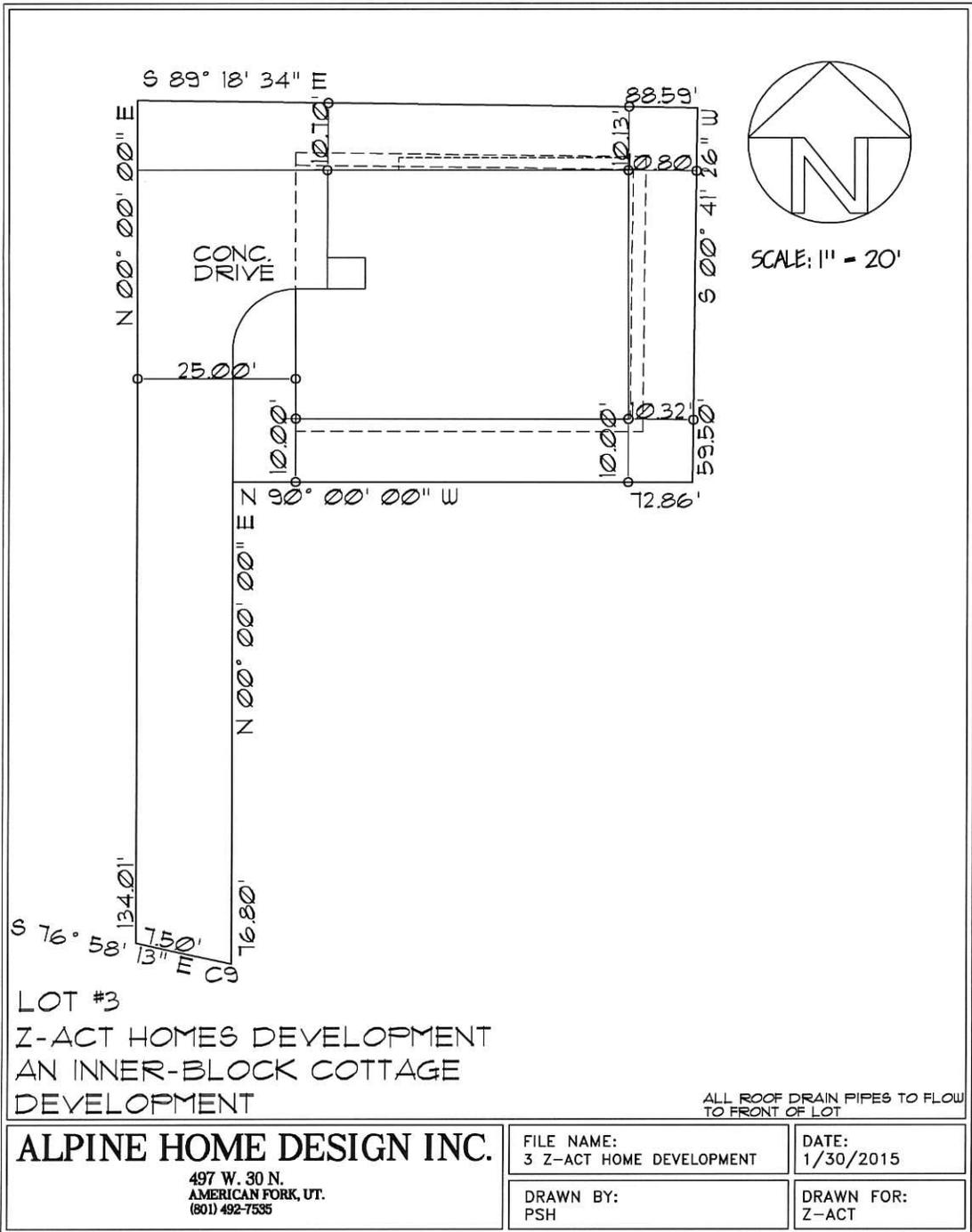
497 W. 30 N.
 AMERICAN FORK, UT.
 (801) 492-7535

FILE NAME:
 2 Z ACT HOME DEVELOPMENT

DATE:
 1/30/2015

DRAWN BY:
 PSH

DRAWN FOR:
 ZACT



LOT #3
 Z-ACT HOMES DEVELOPMENT
 AN INNER-BLOCK COTTAGE
 DEVELOPMENT

ALL ROOF DRAIN PIPES TO FLOW TO FRONT OF LOT

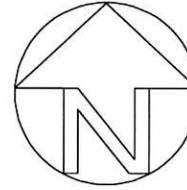
ALPINE HOME DESIGN INC.
 497 W. 30 N.
 AMERICAN FORK, UT.
 (801) 492-7535

FILE NAME:
 3 Z-ACT HOME DEVELOPMENT

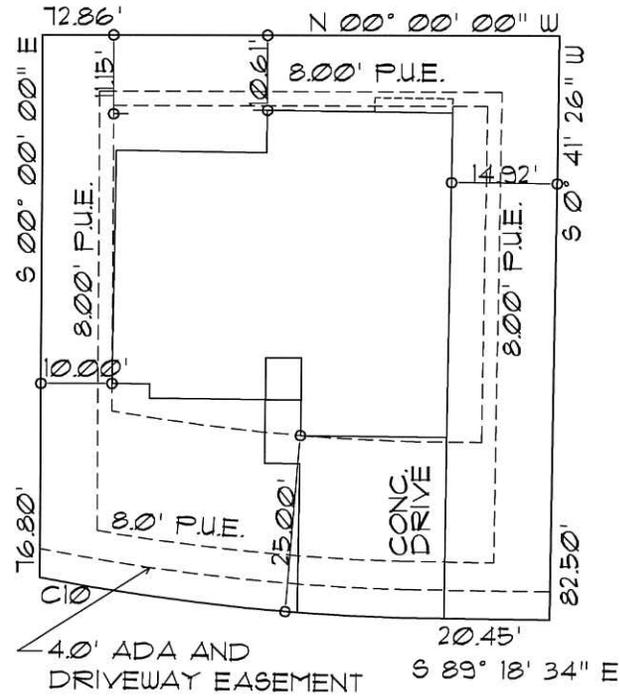
DATE:
 1/30/2015

DRAWN BY:
 PSH

DRAWN FOR:
 Z-ACT



SCALE: 1" = 20'



LOT #4
Z-ACT HOMES DEVELOPMENT
AN INNER-BLOCK COTTAGE
DEVELOPMENT

ALL ROOF DRAIN PIPES TO FLOW
TO FRONT OF LOT

ALPINE HOME DESIGN INC.

497 W. 30 N.
AMERICAN FORK, UT.
(801) 492-7535

FILE NAME:
4 Z ACT HOME DEVELOPMENT

DATE:
1/31/2015

DRAWN BY:
PSH

DRAWN FOR:
ZACT

AGENDA TOPICS:

Hearing, review and action on the preliminary plan for Z-Act Home Development Inner-Block Cottage Project, consisting of three single-family cottages and one twin-home, located at 109 South 200 East in the R2-7,500 and R4-7,500 Residential zones.

Review and action on the final plat for Z-Act Home Development Inner-Block Cottage Project, consisting of three single-family cottages and one twin-home, located at 109 South 200 East in the R2-7,500 and R4-7,500 Residential zones.

ACTIONS REQUESTED: Approval of the preliminary plan and a recommendation of approval of the final plat.

BACKGROUND INFORMATION			
Location:		109 South 200 East	
Applicants:		Z-Act LLC	
Existing Land Use:		Vacant	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Residential	
	East	Residential	
	West	Residential	
Existing Zoning:		R2-7,500 & R4-7,500	
Proposed Zoning:		N/A	
Surrounding Zoning:	North	R4-7,500	
	South	R2-7,500	
	East	R2-7,500	
	West	R2-7,500	
Growth Plan Designation:		Medium Density Residential (6 du/ac)	
Zoning within density range?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Yes	No

PROJECT DESCRIPTION: Preliminary plan and final plat of Z-Act Home Development Subdivision, consisting of three single-family lots and one twin-home lot.

Background

Although listed as two separate agenda items, this report covers both the preliminary plan and final plat for Z-Act Home Development. There are however, two separate motions provided; one for the preliminary plan and one for the final plat.

Z-Act Home Development is located at approximately 109 South 200 East. It will consist of three single-family homes and one twin-home lot. The three single-family lots conform to the area and width requirements as found in Section 17.7.505 “Inner-Block Cottage Development Projects” of the Development Code. The single-family lots range in size from 5,470 sq. ft. to 8,002 sq. ft. One lot, Lot 3, is proposed as a flag lot. Flag lots are permissible within inner-block developments. The twin-home lot conforms to the lot area and width requirements as found in the R2-7,500 Zone. Access to all lots will be off of an extension to 140 South; currently stubbed at the eastern boundary of the subdivision.

Elevations and floorplans have been submitted, illustrating the home designs proposed for each lot. These elevations are in compliance with the requirements of Inner-Block Development Projects. Each single-family home will be one story, above ground, and falls within the maximum height limit of 24’, as measured from the adjacent street.

The applicant has notified neighbors of the request to develop this area an inner-block cottage development, as required by the Development Code. To date, staff has not received any comment from the neighborhood on the proposal.

The property on which this subdivision is proposed is unique in that it contains a split-zone. The northern half is zoned R4-7,500 and the southern half is zoned R2-7,500. The split-zone does not affect the proposal; however, staff recommends that the applicant zone the property fully into the R2-7,500 Zone. This supports the Land Use Plan designation of “Medium Density Residential”. Split zones can often cause confusion when research is done by title companies or property owners. The zone change, if sought by the applicant, may be considered a “house-keeping” or “clarification” item. Although not listed as a condition in the staff report, staff strongly encourages the request to zone the property fully into the R2-7,500 Zone.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “Medium Density Residential” (6 du/ac). The proposed subdivision, with a density of approximately 5 du/ac, is consistent with the Land Use Plan designation of “Medium Density Residential”.

Section 17.8.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat conforms with the terms of the preliminary plan approval.

The final plat and preliminary plan are being processed concurrently. The final plat conforms to the preliminary plan and will conform to any terms of the preliminary plan approval.

- b. The final plat complies with all City requirements and standards relating to Subdivisions.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address concerns, if any, at the time of the Planning Commission Meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine whether the cost estimates of constructing the required improvements are realistic.

- e. The water rights conveyance documents have been provided.

The water rights conveyance, if needed, shall be satisfied prior to plat recordation.

FINDINGS OF FACT/CONDITIONS OF APPROVAL

After reviewing the application for final plat approval, the following findings of fact and conditions of approval are offered for consideration:

1. The preliminary plan and final plat are consistent with the Land Use Plan designation of "Medium Density Residential".
2. The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).
3. The final plat meets the criteria as found in Section 17.8.211 of the Development Code.
4. The proposed preliminary plan and final plat are in conformance with Section 17.7.505 (Inner Block Cottage Developments) of the Development Code.
5. Water rights conveyance, if needed, shall be satisfied prior to final plat recordation.

POTENTIAL MOTIONS

Mr. Chairman, I move that we approve the preliminary plan of Z-Act Home Development, an Inner-Block Cottage Development, with the findings (1, 4) listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.

Mr. Chairman, I move that we recommend approval of the final plat of Z-Act Home Development, an Inner-Block Cottage Development, with the findings (1-4) and condition (5) listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.

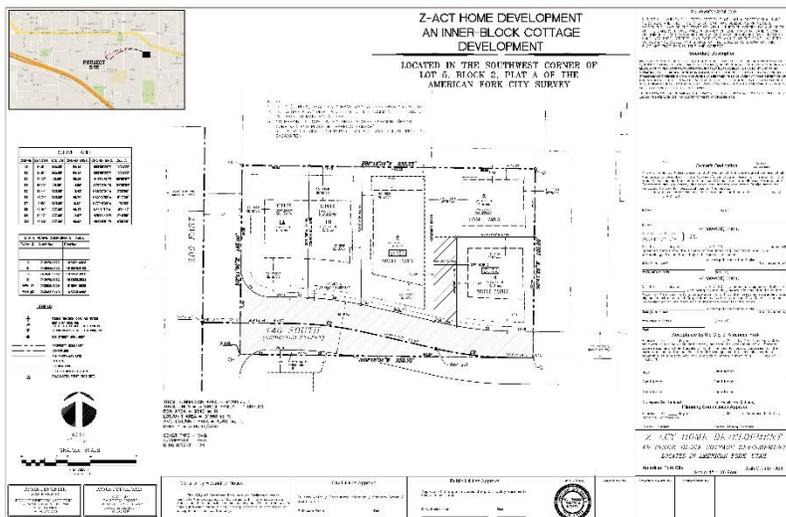
AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 2/18/2015

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: Z-Act Home Development Inner-Block Cottage Project
2. Type of Application:

<input checked="" type="checkbox"/> Subdivision Final Plat	<input checked="" type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	
3. Project Address: 109 South 200 East
4. Developer / Applicant's Name: Z-Act LLC
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 2/18/2015 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.
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. The owner must submit a current Title report for the same description as the subdivision boundary that reflects clear title. No overlaps or gaps can exist or be created by this subdivision with any adjoining properties.
- B. The proposal to place a rolled type gutter in the driveway/flag stem of Lot #3 reduces the fire access to less than 20'. Either the flag stem must be widened or another driveway edge treatment found that provides a full 20' fire access.

- C. The proposed sidewalk transition from existing the existing sidewalk to the proposed sidewalk on the southeast corner of Lot #4 must occur within 1 normal width section of sidewalk.
- D. The Plan note for the culinary water line must be changed to be Ductile Iron Pipe.
- E. Hot Tap to the main on 200 East is required.
- F. Provide a Pressurized Irrigation Drain at the low point of the line.

There is only a fence on the north side between the commercial and residential. They will add a fence on the south if it's important to the Commission.

Nathan Schellenberg stated he would like to see this come back with open space more in line with the original plan, parking in line with the ordinance, fencing on the south, and a nicer fence on the north.

MOTION: Nathan Schellenberg – To table the site plan for the American Fork Apartments, located at 300 South 630 East, with the request that the developer meet the original intent of the open space in the area, meet the city parking requirements, and upgrade the fencing along the north side and include fencing along the south side.

Seconded by Marie Adams.

Yes	-	Marie Adams Nathan Schellenberg Rebecca Staten John Woffinden	
Abstain-		Harold Dudley	Motion passes.

Further discussion:

Marie Adams asked if there is room for some compromise on the parking. If the developer comes back with some compromise, will the Commission be satisfied or are they required to meet the standard?

John Woffinden stated he would like to see it meet the standard.

Nathan Schellenberg stated he feels there is some flexibility because of the proximity to transit. His concern is more with the open space than parking.

5. Hearing, review and action on a preliminary plan for Z-Act Home Development Inner-Block Cottage Project, consisting of three single family cottages and one twin-home, located at 109 South 200 East in the R-2 7,500 Residential and R-4 7,500 Residential zones (8:15 p.m.)

Staff Presentation:

Adam Olsen stated this project consists of three single-family lots and one duplex lot. The single-family lots have been sized for Inner-Block Cottage Developments. Lot 3 is a flag lot with access down to 140 South. The only place flag lots are allowed are in Inner-Block Cottage Developments. The single-family homes are required to meet height limitations, and the setbacks are called out on the plat. The duplex lot is sized to meet the underlying zone. The project is in a split zone between R4-7500 and R2-7500. He recommends either the City initiates or the

applicant files for a zone change to bring it all under one zone. He recommends the R2-7500 Zone. It does not change the layout of the proposed subdivision. It's in compliance with the land use plan, which is medium density at six units per acre. This would be a housekeeping item.

Andy Spencer reported there are a few cleanup items in the staff report. The new street and interfacing will need to meet pedestrian ramp requirements.

PUBLIC HEARING

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

MOTION: Rebecca Staten - To approve the preliminary plan of Z-Act Home Development, an Inner-Block Cottage Development, with the findings (1, 4) listed in the staff report and subject to any findings, conditions, and modifications found in the engineering report.

Findings:

- **The preliminary plan is consistent with the Land Use Plan designation of “Medium Density Residential”.**
- **The proposed preliminary plan is in conformance with Section 17.7.505 (Inner Block Cottage Developments) of the Development Code.**

Condition:

- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 2/18/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Harold Dudley.

Yes -

Marie Adams
Harold Dudley
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

6. **Review and action on the final plat for Z-Act Home Development Inner-Block Cottage Project, consisting of three single family cottages and a twin-home, located at 109 South 200 East in the R-2 7,500 Residential and R-4 7,500 Residential zones (**

MOTION: Rebecca Staten - To recommend approval of the final plat of Z-Act Home Development, an Inner-Block Cottage Development, with the findings (1 - 4) and condition 5 listed in the staff report and subject to any findings, conditions, and modifications found in the engineering report.

Findings:

- **The final plat is consistent with the Land Use Plan designation of “Medium Density Residential”.**

- **The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).**
- **The final plat meets the criteria as found in Section 17.8.211 of the Development Code.**
- **The proposed final plat is in conformance with Section 17.7.505 (Inner Block Cottage Developments) of the Development Code.**

Condition:

- **Water rights conveyance, if needed, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 2/18/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Recommend to staff to rezone the entire property to R2-7500.**

Seconded by Harold Dudley.

Yes -

Marie Adams
Harold Dudley
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

7. Other Business (8:28 p.m.)

Commission Dinner

Planning Commission dinner will be at Olive Garden on Friday, February 27th at 6 p.m.

Sign

The American Heritage electronic sign should have hours of operation, and it is on at 4 a.m. Staff will check the approval.

Proposed Development Code Amendment

Staff presented a potential amendment to the Development Code regarding the rear setback on corner lots. Currently the requirement for a rear setback is 30 feet with an encroachment up to five feet for a certain portion of the dwelling width. The proposed change would increase the encroachment to 15 feet just on a corner lot when the rear abuts a side yard. Lehi City has the same requirement at 30 feet. Orem City has a 15-foot rear setback while others are 25 feet. The rationale on corner lots is the additional setback on the side yard from the street. Staff will prepare a proposal for the ordinance change.

Eddington Estates

Staff has taken a beating from neighbors of Eddington Estates because of the grading. The developer filled the bottom end of the property by 10 feet to get the basements. A number of



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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on a Memorandum of Understanding with the National Park Service and the Utah State Historic Preservation Office regarding the Rehabilitation of Cave Camp Spring.

SUMMARY RECOMMENDATION Staff recommends approval of the Memorandum.

BACKGROUND American Fork City is planning the reconstruction of the Cave Camp Spring collection area for the culinary water system in the fall of 2015. As a part of that process, the City has been required to undertake an environmental assessment. This environmental assessment necessitates an agreement between Timpanogos Cave National Park, American Fork City, and the Utah State Historic Preservation Office relative to how the City will address historic preservation during construction.

BUDGET IMPACT The City will have to hire a historic architect to document activities as detailed in the agreement and the City will also have to participate in costs of repairing historic walls with historic masonry and National Park Service crew. Costs as of yet are unknown.

SUGGESTED MOTION Move to approve the Memorandum of Understanding with the National Park Service and the Utah State Historic Preservation Office regarding the Rehabilitation of Cave Camp Spring and to authorize the Mayor to sign said Memorandum

SUPPORTING DOCUMENTS Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL PARK SERVICE, AMERICAN FORK CITY, AND
THE UTAH STATE HISTORIC PRESERVATION OFFICER
REGARDING THE REHABILITATION OF CAVE CAMP SPRING
AMERICAN FORK, UTAH

WHEREAS, the United States National Park Service (NPS) and American Fork City, as Joint Lead Agencies (JLAs), proposes to rehabilitate Cave Camp Spring with American Fork City at Timpanogos Cave National Monument (TICA) and

WHEREAS, the rehabilitation of the spring system will occur within the Timpanogos Cave Historic District and include rehabilitating the parking lot adjacent to the Superintendent's House, adding an 18 inch collar to the intake boxes (currently located in the parking lot), replacing waterlines throughout the area, and removing approximately 5 deep rooted trees and

WHEREAS, The JLAs have conducted archaeological resources inventories of the Area of Potential Effect (APE) for the Project in compliance with 36 CFR § 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (NHPA); and

WHEREAS, the JLAs, under Section 106 of the National Historic Preservation Act (NHPA), have consulted with the Utah State Historic Preservation Officer (SHPO) and SHPO has concurred with the finding of adverse effect on the eligible historic resources. The Project will have an adverse effect on cultural resources within the APE listed below:

- The stone pathway to the Superintendent's residence
- The stone retaining wall behind and adjacent to the Superintendent's residence
- American Fork Spring Collection System

WHEREAS, in accordance with 36 CFR 800.6(a)(1), the JLAs have notified the Advisory Council on Historic Preservation (Council) of the project's adverse effect determination with specified documentation and the Council has chosen not to participate in this consultation; and

WHEREAS, associated Native American Tribes have been consulted during the project and have not responded; and

WHEREAS, the consulting parties agree that it is in the public interest to expend funds to implement the Project and conduct additional documentation and actions (as outlined below) to mitigate the adverse effects of the project; and

NOW, AND THEREFORE, the JLAs and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic properties.

STIPULATIONS

The NPS shall ensure that the following measures are carried out:

1. Archival Recordation/Documentation

Prior to any construction activities the JLA's will ensure that the following documentation standards are met:

- The JLAs will ensure that all recordation/documentation activities are performed or directly supervised by architects, historians, photographers, and/or other professionals meeting the qualification standards in the Secretary of Interior's Professional Qualification Standards (36 CFR 61, Appendix A).
- The Park will ensure that historic drawings of affected historic properties are either photographed or photocopied in standard sizes for ease of handling.
- American Fork City will provide the contracted archaeologist tasked with documenting the cultural resources with the appropriate historic documentation in regards to the history of the spring collection system, including its installation and its contributions to the growth and development of AF City.

2. Restoration of Stone Pathway and Wall

- The JLAs will ensure that the stone pathway and retaining wall will be documented by the contracted archaeologist in consultation with NPS historic preservation specialists and restored utilizing masons who are appropriately trained in historic masonry, under the supervision of the NPS personnel trained historic masonry preservation.
- Each stone will be documented regarding placement and returned to original location using a historic mortar mixture.

3. Discoveries

If human remains or historic or prehistoric cultural resources are discovered during construction, activities shall immediately cease within the area of the discovery and the JLAs will take steps necessary to protect the discovery of these resources. The discovery will be promptly reported to NPS Superintendent who will then notify and consult with SHPO within 48 hours regarding the appropriate treatment of the discovery. All construction personnel will be required to have cultural resource training prior to working on the Project.

American Fork City will contract with a qualified archaeologist to provide training and monitoring as needed during construction of the Project that meet or exceeds the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-44739).

The JLAs will provide a written report to SHPO on a monthly basis. The report will include:

- Description of construction activities.
- Monitoring results (if needed).
- Itemized list of artifacts discovered or unearthed including:
 - A description of eligibility and historic significance
 - Photographs of each artifact
 - Map showing the location of discovery
 - Treatment plan

4. Duration

This MOU will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the JLA's may consult with the other signatories to reconsider the terms of the MOU and amend it in accordance with Stipulation VIII below.

5. Amendments

This MOU may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

6. Termination

If any signatory to this MOU determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories.

Once the MOU is terminated, and prior to work continuing on the undertaking, JLAs must either (a) execute an MOU pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. NPS shall notify the signatories as to the course of action it will pursue.

Execution of this MOU by the NPS, American Fork City, and SHPO and implementation of its terms evidence that JLAs has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

AUTHORIZING SIGNATURES

Timpanogos Cave National Monument

By: _____

Date: _____

Jim Ireland

Superintendent, Timpanogos Cave National Monument

American Fork City

By: _____

Date: _____

James H. Hadfield

Mayor, American Fork City

Utah State Historic Preservation Office

By: _____

Date: _____

P. Bradley Westwood, Director

Utah State Historic Preservation Officer



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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on a Mutual Aid Inter-local Agreement for Utah Public Works Emergency Management.

SUMMARY RECOMMENDATION Staff recommends approval of the Agreement.

BACKGROUND The purpose of the proposed agreement is to provide mutual assistance in times of emergency. The mutual aid program is established to provide a method whereby Participating Agencies that sustain damage from natural or man-made disasters can obtain emergency assistance in the form of personnel, equipment, materials, and other associated services from other agencies. The Agreement also provides a method whereby responding agencies may be reimbursed for providing the said services.

The administration of the Utah Public Works Emergency Management Alliance is through the Utah Chapter of American Public Works Association (APWA).

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

SUPPORTING DOCUMENTS Proposed Agreement

MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, by _____ and the other Participating Agencies as described herein.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those Public Works and Related Service Agencies who have adopted and signed this Agreement to provide mutual assistance in times of emergency. This Public Works Emergency Management Alliance mutual aid program is established to provide a method whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other Agencies. This Agreement also provides a method whereby responding Agencies may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Agencies that provide assistance by one Participating Agency's department within the political boundaries of another on a regular or routine basis. Participating Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Agency the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Agencies.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

This document is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement (Utah Administrative Code, R704-2, State Wide Mutual Aid Activation).

ARTICLE II. DEFINITIONS

- A. AGREEMENT - The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. The original Agreement(s) and all signatory pages shall be kept at the Salt Lake County Public Works Administration Building located at 604 West 6960 South, Midvale, Utah 84047, or other location as directed by the Utah Chapter of the American Public Works Association.
- B. ALLIANCE - UTAH PUBLIC WORKS EMERGENCY MANAGEMENT ALLIANCE – The mutual aid network consisting of and available to the Participating Agencies as described in this Agreement and the administration of that network.
- C. APWA - American Public Works Association
- D. ASSISTING Agency – ANY Participating Agency which agrees to provide assistance to a Requesting Agency pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Agency authorized by that Agency to request or offer assistance under the terms of this Agreement.
- F. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Agency, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Agency or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Emergency Management Act* and the *Disaster Response and Recovery Act* as set forth in Title 53, Chapter 2a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- G. EXPENSES – All costs incurred by the Assisting Agency during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Agency as described in Article VI.
- H. PARTICIPATING Agency or Agencies – ANY Agency which executes this Agreement. Participating Agencies may include, City Public Works, County Public Works, Public Utilities (including water, wastewater, power, gas, etc.), Public Services (including solid waste facilities, sanitation, etc.), Special Districts, State Agencies (including UDOT, DFCM, DEQ, etc.), Utah National Guard, and any other agency or group that provides services similar to standard public works type operations.
- I. PERIOD OF ASSISTANCE - The period of time beginning with the mobilization of any personnel of the Assisting Agency from any point for the purpose of traveling to the Requesting Agency in order to provide assistance and ending upon the demobilization of all personnel of the Assisting Agency, after providing the assistance requested, to their residence or place of work whichever is first to occur.

- J. REQUESTING Agency – ANY Participating Agency which sustains physical damage to its infrastructure due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- K. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Agency by January 15 of each year.
- L. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Agency are being used to render assistance to the Requesting Agency. Specifically included within such period of time are breaks when the personnel of the Assisting Agency will return to work within a reasonable period of time. Also included is mutually agreed upon rotation(s) of personnel and equipment.

ARTICLE III. APPLICABILITY

This Agreement is available to all Participating Agencies, upon signing of the Agreement and maintaining a current resource equipment list (as per Utah Administrative Code R704-2) and a schedule of equipment and manpower rates.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Public Works Emergency Management Alliance (Alliance) will be through the Utah Chapter of APWA. The Utah APWA Emergency Management Committee acts as the committee representing the Utah Chapter of APWA.

The Utah Chapter of APWA, on behalf of the Participating Agencies (Alliance) shall:

- A. Sponsor an annual meeting for Participating Agencies (scheduled as part of the annual APWA Fall Conference).
- B. Maintain a data base of information.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and address and resolve any additional policy or legal issues related to the Alliance.
- D. Maintain a web site to track Participating Agencies. (Currently, this website is located at <http://utah.apwa.net/>)
- E. The web site may be password protected for only the use of Participating Agencies if deemed appropriate by the APWA Emergency Management Committee.
- F. Facilitate and promote a minimum of one training exercise per year. Each Participating Agency is responsible to plan, coordinate, budget and execute one emergency exercise annually.

ARTICLE V. PROCEDURES

In the event that a particular Participating Agency becomes a Requesting Agency, the following procedures shall be followed:

- A. A Participating Agency shall not be held liable for failing to be an Assisting Agency.
- B. Each Assisting Agency shall respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Agency. The Assisting Agency shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Agency.
- D. The Requesting Agency may contact other participating members of the Alliance that may be able to provide the requested resources.
- E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Assisting Agencies.
- F. When contacted by a Requesting Agency, the Authorized Representative of a Participating Agency shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Participating Agency is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Agency and provide the Requesting Agency with the information as required.
- G. The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Agency. The Incident Commander or Unified Commander, as designated by the Requesting Agency, shall provide work assignments and suggest schedules for the personnel and equipment of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records and a log of equipment hours (including breakdowns, if any), be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, see to the safety of Assisting Agency personnel and report work progress to the Requesting Agency and/or the Incident Commander.
- H. When possible, the Requesting Agency shall supply reasonable food and shelter for the Assisting Agency personnel. If the Requesting Agency does not provide food and shelter for the Assisting Agency, the Assisting Agency's designated supervisor is authorized to secure, at the expense of the Requesting Agency, the resources

reasonably necessary to meet the needs of its personnel in coordination with the Requesting Agency's procedures. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, the Assisting Agency must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.

- I. The Requesting Agency shall provide a communications plan to the Assisting Agency prior to arrival.
- J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS)
- K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Agency from the Emergency. The personnel, equipment and materials of the Assisting Agency shall, if practical, be released before the personnel, equipment and materials of the Requesting Agency are released.
- L. To the extent permitted by law, Assisting Agency personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- M. Personnel, equipment and materials of the Assisting Agency shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Agency are no longer required or when the supervisory personnel of the Assisting Agency informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Agency are otherwise needed by the Assisting Agency.
- N. Credentialing; Each Participating Agency shall provide its own credentialing for identification purposes.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Agencies. If the Assisting Agency and the Requesting Agency agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Agency shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Agency shall reimburse the Assisting Agency for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

- B. EQUIPMENT – The Requesting Agency shall reimburse the Assisting Agency for the use of the Assisting Agency’s equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Agencies shall maintain a current list of equipment available (as per Utah Administrative Code R704-2) and the rates for that equipment upon executing this Agreement. If an Assisting Agency uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Agency shall prevail.
- C. MATERIALS AND SUPPLIES – The Requesting Agency shall reimburse the Assisting Agency for all materials and supplies furnished by the Assisting Agency and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Agency’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Agency will replace, with a like kind and quality as determined by the Assisting Agency, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Agency shall bill the Requesting Agency for all expenses no later than ninety (90) days following the release of the Assisting Agency’s personnel and equipment from the Period of Assistance. The Requesting Agency shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Agency may request additional periods of time within which to submit the itemized bill, and the Requesting Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Agency.
- E. Each Assisting Agency and its duly authorized representatives shall have access to a Requesting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Agency and their duly authorized representatives shall have access to the Assisting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years where required by law.
- F. DISPUTED BILLINGS – Undisputed portions of a billing shall be paid under this payment plan. Disputed portions of the billing shall be coordinated and addressed as appropriate between the Agencies involved in the dispute.

ARTICLE VII. INSURANCE

Each Participating Agency shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any

sovereign immunity provided by the Governmental Immunity Act of Utah or other exemption or limitation on liability that a Participating Agency may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative agreement under Utah Code. This Agreement does not create any separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Participating Agencies, acting as a joint board.

No real or personal property shall be acquired jointly by the Participating Agencies to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Agencies. To the extent that a Participating Agency acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Participating Agency.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Agency of any obligation or responsibility imposed upon it by law or other agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code, the Requesting Agency shall indemnify and save harmless the Assisting Agency and the officers, employees and representatives of the Assisting Agency, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs, arising or resulting from the performance or provision of services and materials by the Assisting Agency under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Participating Agency under the Governmental Immunity Act of Utah.
- B. The Assisting Agency shall hold harmless and indemnify the Requesting Agency and the officers, employees and representatives of the Requesting Agency against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency except to the extent of the negligence of the Requesting Agency or the officers, employees or representatives of the Requesting Agency. This agreement shall not be construed to be a waiver of any rights or protections

provided to any Participating Agency under the Governmental Immunity Act of Utah.

- C. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Participating Agency to indemnify or hold harmless, or in any way assume liability, if there is a determination that any personal injury, death or property loss or damage was caused by the negligence of any other Participating Agency or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with public works services or other related services, including emergency or other services of any of the Participating Agencies. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Agency shall be solely responsible for providing workers compensation, insurance, and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of this Agreement.

ARTICLE XII. TERMINATION

Any Participating Agency may terminate its obligations under and participation in this Agreement, with or without cause, by giving the Alliance at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Agency shall not affect the validity of this Agreement as to the remaining Participating Agencies. Withdrawal from this Agreement shall in no way affect a Requesting Agency's duty to reimburse the Assisting Agency for costs incurred during a Period of Assistance which occurred during the term of this Agreement, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended in whole or in part at any time by the Participating Agencies by submitting a written amendment to the Alliance. The amendment shall be submitted to the Participating Agencies of the Alliance for a majority vote. The vote by the Participating Agencies will be conducted by mail. Participating Agencies who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Agency specifically herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to a particular Participating Agency executing this Agreement upon the date of execution of this Agreement by that Participating Agency. Completion and maintaining of a resource equipment list (as per Utah Administrative Code R704.2) and a schedule of equipment and manpower rates is required thereafter.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Agency confirm that they are a duly Authorized Representative of the Participating Agency and are lawfully enabled to sign this Agreement on behalf of the Participating Agency.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with the Utah Interlocal Cooperation Act this Agreement shall be submitted to the attorney authorized to represent each Participating Agency for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the Utah Interlocal Cooperation Act and the adoption of a resolution of approval is normally not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Agency. An executed counterpart of this Agreement shall also be filed with the APWA Utah Chapter, representing the Alliance.

In witness whereof, each Participating Agency hereto has executed this Agreement on the respective signature page of that Participating Agency as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Participating Agency that hired them. Each Participating Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Participating Agency shall hold the other harmless therefrom. The Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for any injury or sickness arising out of his or her employment, and the Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL AGENCIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Agency. Any Agency which becomes a newly accepted Participating Agency is entitled to all the rights and privileges and subject to the obligations of any Participating Agency as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Agency listed here, as a Participating Agency, duly executes this Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management this _____ day of _____ 20____.

Agency _____

By: _____ By: _____

Title _____ Title: _____

Approved as to form and legality

By: _____
Agency's Attorney



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

Department Economic Development

Director Approval *Audra J. Sorensen*

AGENDA ITEM Make an exception for Extreme Party Innovations to use inflatables in American Fork City Parks for a one-time party hosted by Influence Real Estate (Mike Wagner) on Saturday, March 28, 2015 at Bamburger Park in the City of American Fork.

SUMMARY RECOMMENDATION Approval of the exception for Extreme Party Innovations to set up inflatables at City Parks for a one-time event, subject to an indemnification agreement from Extreme Party Innovations to hold the City of American Fork harmless.

BACKGROUND Parks in the City of American Fork do not allow inflatables. This restriction regarding inflatables is similar in other Utah communities. Extreme Party Innovations has pursued exceptions in neighboring communities and is requesting an exception in the City of American Fork as well. They have received the long-term exception from Lehi City and Orem City is pending. They are seeking a long-term exception here, however, the City of American Fork is recommending a one-time exception at this time.

BUDGET IMPACT None

SUGGESTED MOTION I move to approve the exception for Extreme Party Innovations to provide inflatables for a one-time event hosted by Influence Real Estate and Mike Wagner at Bamburger Park on Saturday, March 28, 2015, subject to an indemnification agreement from Extreme Party Innovations.

SUPPORTING DOCUMENTS Documentation submitted for exception in Orem City.



Orem City issue

According to Karl Hirst of recreation, Orem City department of recreation, the main issue at Orem city is one of liability. Particularly liability aimed towards them as the owners of the land on which the event takes place. While most insurance coverage protects the inflatable provider and the renter of the inflatable, few protect the owner of the land on which the event takes place or pays for the injury of the participants on the inflatable. Because this extra coverage is so expensive, inflatable companies traditionally have not carried it. As a result, Orem city has banned the use of inflatables from their parks.

We are currently seeking an exception to their current policy.

It should be noted that we have successfully argued and received an exception in Lehi City because of our coverage.

Extreme Party Innovations Coverage

Our insurance policy provides for NO exclusions for participation on our inflatables (page 149). This means that everyone is covered for an injury incurred while playing on one of our inflatables. Our insurance also covers those who rent our inflatables and those who own the property where our inflatables are used like residences, parks and churches. We provide a waiver of right to recover and a non-contributory primary coverage of additional insured.

Extreme Party Innovations Extra Precautions

At extreme Party Innovations safety is our highest priority. These are more than words but reflect our actions, policies and procedures. To help insure the safety of our guests, and team members we have incorporated the following “out of the ordinary” but required actions at each of our events.

- We request and obtain sprinkler maps of all parks before set ups to help prevent sprinkler line breakage with our stakes

- We use a OKM detector, (ground penetrating radar for underground abnormality identification), before installing stakes to help prevent sprinkler line breakage with our stakes
- We do NOT drive on lawns with our trucks or trailers but use dollies with large balloon tires that do not leave grass trails or divots in lawns
- Every inflatable is inspected, cleaned and sanitized before being released for public use.
- All inflatables are staked down with 3' iron spikes, specifically made for inflatables, to 3" of top of stake before the inflatable is blown up. This includes all corners and guide lines.
- Safety cones are placed on top of spikes to prevent kids from tripping over them
- Safety cones are also placed around generators and wired connectors to warn people away
- Bright red and white fencing is also placed around guide lines and generators to restrict access to these areas
- Safety mats are placed at every exit of an inflatable to help cushion the jump as kids exit the inflatable onto the grass.
- These mats are flipped every ½ hour in the summer to prevent them from getting too hot
- Several "precaution" signs are placed near each inflatable describing potential risks associated with playing on the inflatable and the responsibility of guests to follow the rules. See the next page for actual wording on sign.
- A trained, drug tested, screened, party tech is assigned to each inflatable. (Depending on the size of the inflatable and entrance points, two party techs may be assigned to one inflatable). These party techs are responsible for the following:
 - o Party tech wear the uniform of a basketball official so they are easy to spot and demand immediate attention
 - o Prior to the event they give proper "play" instruction to every guest and their parents and discuss the penalties for breaking the rules
 - o They review the "precaution" sign associated with each inflatable
 - o They review the safety signs on the front of each inflatable and again discuss the penalties of breaking the rules
 - o They blow their whistles and tell the kids that if they hear that sound they are to stop their play and listen for instruction.
 - o The party tech then regulate the number of kids on the inflatable, the size and weight insuring that the same size and weight kids are playing at the same time and insure the kids are following the rules
 - o When kids become unruly or break the rules they are given a warning and invited to take a 5 minute time out. Second time they are reported to the parents and take a ½ hour time out. 3rd time they are not allowed back on the inflatable.
 - o Party techs watch the weather. In case of wind exceeding 15 miles per hour, limbs on the trees are moving, they clear the kids off the ride and shut down the

blowers deflating the inflatable until the wind dies down. The same is done if lightning is seen in the immediate area.

- Party techs are trained in basic first aid including CPR and carry a first aid and biohazard kit at every event. If blood is seen the inflatable is cleared and cleaned according to biohazard policy and procedure. Minor skin abrasions are reported to parents and a first aid kit is provided. All other accidents are treated according to policy and practice. Reports are filed for every accident regardless of how minor.
- At the end of every event our customer service representative calls the renter and fills out a survey on the quality of service of the event including questions about injuries or accidents. These surveys are filed with accident reports from party techs for future reference.
- After cleanup, the grounds are inspected for any damage caused by the use of inflatable. Repairs are made if needed.

The Extreme Experience

Warning: You may experience some of the following effects:

- Unstable and spongy surface
- Bouncy feeling with a recoil action
- Abrasions on exposed skin
- Excitement and Heart palpitations
- Dizziness or vertigo
- Extreme fun
- Possible strain on knees or ankles
- Absolute joy, Exhilaration and Shortness of breath
- A loss of Balance
- A desire to repeat again and again

If you have any physical impairments that prevents you from participating in the Extreme Experience we suggest that you do not enter this amusement devise.

WHAT ARE THE RISKS?

There are inherent risks when participating in or on any amusement ride, device, or attraction. Patrons of an amusement ride, device or attraction, by participation, accept the risks inherent to such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the amusement ride, device or attraction and to obey all oral or written warnings. Patrons have a duty to NOT participate in or on any ride, device or attraction when under the influence of drugs or alcohol. Patrons have a duty to properly use all ride or device safety equipment provided. Extreme Party Innovations reserves the right refuse access to any person deemed unable to safely participate in these activities.

RIDE AT YOUR OWN RISK!