

AMERICAN FORK CITY COUNCIL
MARCH 24, 2015
NOTICE OF PUBLIC HEARING, REGULAR SESSION & AGENDA

PUBLIC HEARING

The American Fork City Council will meet in a public hearing on **Tuesday, March 24, 2015, in the American Fork City Hall, 31 North Church Street as follows:**

7:20 p.m. Receiving of public comment regarding the declaring of certain property to be surplus and to be disposed of. – *Staff*

REGULAR SESSION

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

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

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

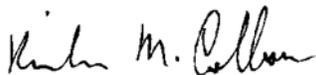
1. Approval of the February 26, 2015 City Council Special Work Session minutes.
2. Approval of the March 10, 2015 City Council minutes.
3. Approval of the City bills for payment and purchase requests over \$25,000. – *Cathy Jensen*

ACTION ITEMS

1. Review and action on a Resolution declaring certain property to be surplus and to be disposed of. – *Staff*
2. Consideration for adoption of a resolution of the City Council of American Fork City, Utah authorizing the issuance and sale of not more than \$7,500,000 aggregate principal amount of General Obligation Refunding Bonds, Series 2015; and related matters. – *Preston Kirk*
3. Review and action on a Resolution to implement Outdoor Water Restrictions on the City Pressurized Irrigation Users. – *Dale Goodman*
4. Review and action on a Resolution approving the implementation of the Parks, Arts, Recreation and Culture (PARC) Tax, and the policies and procedures that will govern the application, selection, distribution, and accounting of funds. – *Derric Rykert*
5. Review and action on an Ordinance adjusting the common boundary with Lehi City consisting of approximately 0.592 acres at in the vicinity of 1010 West 850 North to be

- placed in the R1-9000 and the R1-12,000 zone. (west of the Ashley Meadows Annexation) - *Staff*
6. Review and action on a Memorandum of Understanding with Utah Division of Forestry and State Lands to provide a mechanism of procurement, use and compensation for services including personnel and apparatus provided by the American Fork Fire Department outside its jurisdictional area of responsibility to the State of Utah and its cooperators. – *Chief Garcia*
 7. Review and action on award of a bid for the 700 N & 900 E Road Improvement Project. – *Dale Goodman*
 8. Review and action on an Ordinance approving a zone map amendment from the R4-7500 Residential zone to the R2-7500 Residential zone located in the area of 109 South 200 East. – *Z-Act Home Development*
 9. Review and action on an Ordinance approving a zone map amendment from the R3-7,500 Residential zone and SC-1 Planned Shopping Center zone to the R4-7,500 Residential zone located at 154 North West State Road. – *Bowler Development*
 10. 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 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. – *Perry Homes*
 - b. Review and action on the final plat of American Fork Commercial Center Plat P, consisting of two lots, located at 697 and 684 West Pacific Drive in the SC-1 Planned Shopping Center zone. – *Woodbury Corporation*
 - c. Review and action on an Ordinance approving a site plan for the Meadows Apartments located at 697 West Pacific Drive in the SC-1 Planned Shopping Center zone. – *Garbett Homes/Woodbury Corp.*
 - d. Review and action on the final plat of Maverik American Fork Subdivision, located at 1078 East State Road in the GC-2 General Commercial zone. – *Maverik/Reeve & Associates*
 - e. Review and action on an Ordinance approving a commercial site plan for a Maverik Service Station located at 1078 East State Road in the GC-2 General Commercial zone. – *Maverik/Reeve & Associates*
 11. Review and action on a Mobile Food Business Ordinance. – *Audra Sorensen*
 12. Review and action on modifications to the Development and Construction Standards of the City of American Fork. – *Andy Spencer*
 13. Adjournment

Dated this 17 day of March, 2015



Richard M. Colborn
City Recorder



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

Department Administration

Director Approval *Kevin M. Colton*

AGENDA ITEM Review and action on a Resolution declaring certain items to be surplus and to be disposed of.

SUMMARY RECOMMENDATION Staff recommends approval of declaring certain items as surplus and to be disposed of.

BACKGROUND It is proposed to declare the items listed in the Resolution to be surplus and to be disposed of.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Resolution declaring certain items to be surplus and to be disposed of.

SUPPORTING DOCUMENTS

1. Resolution
2. Public Hearing notice

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS

WHEREAS, American Fork City provided published notice of a public hearing in the *Daily Herald* on the 19 day of March 2015; and

WHEREAS, a public hearing was held on the 24 day of March 2015, regarding the proposed surplus of property, where public comment was entertained.

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

The following is hereby found to be surplus and to be dispose of:

Description

Parks

1990 Ford Ranger (Transmission problems)	VIN#1FTCR10A8LUC15608
1994 Kawasaki Mule (Engine does not work)	model #KAF620A
Husky backpack blower	#ACN002840-315
Husky backpack blower	no serial # found
Stihl line trimmer	#4A8XS-0254RB
Stihl line trimmer	no serial # found
Stihl line trimmer	no serial # found
Toro hand mower	#250002454
Toro hand mower	#3916478
Honda snow blower	#SZAN – 1021139
Honda snow blower	#sag-1004450

Public Works

Miscellaneous outdoor Christmas décor items
(2) file cabinet/locker units

Fire Dept

XTERRA FS5.3e Elliptical,	no serial # found
Free motion Treadmill,	SN# BB840C
2 Sanyo DVD/VHS Players	SN# 2441381BB, 24459336BB
2 White 3 foot round tables	
1 Black 3 foot round table	
1 Candy/Soda Machine	SN# WA53200062
Office chair	
Brother fax machine	

Police Dept - Property list for Surplus 1/12/2015

Case# Property

08af08987	Playstation 3	Found Property
09af2108	32 Miscellaneous DBD/Bluerays	Theft
09af13074	Wool Jacket	Burglary
09af01778	Book of Mormon DVD's	vehicle theft
	MP3 Player w/Charger in case	
	Galaxy Amplifier & Speakers	
	Behringer Mixer Board	
	Wireless Microphone & Receiver	
09af10237	Miscellaneous Tools	Burglary
	Gold Chain	
09af09667	Snowboard with Bindings	Found Property
11af10917	Razor Scooter Silver w/red handles	Found Property
12af09037	Mazfli Golf Bag with Misc. Golf Clubs	Vehicle Burgs
12af09037	Taylormade Golf Bag with Misc. Golf Clubs	Vehicle Burgs
14af00118	Apple I-pad with Blue Case	Found Property
14af01494	Two Small Flashlights	Found Property
	Tasco 10X25 Binoculars	
	Alpine SWR-M1 Speaker	
14af04994	Black Apple Iphone in case	Found Property
14af05767	Tan Tommy Hilfiger Purse	Found Property
14af07762	Mens Ring Gold w/12 Clear Stones	Found Property
	Womens Ring Silver w/Blue Stone	
	CTR Ring Silver w/4 Clear Stones	
	Mens Band Black	
14af07476	Intensity Twin Stim II/Muscel Stimulator	Found Property
14af07123	Pink and Black Velcro Tri Fold Wallet	Found Property
	Small Brown Purse/Magnetic Close	Found Property
	Flower Ring Gold metal w/9small 1large Brown stones	
14af05679	Silver and Black HTC Smartphone /missing parts	Found Property
14af05681	Necklace w/Round Pendent w/Troubled & Erin on it	Found Property
14af06134	Pair White and Black Spy Ski Goggles	Found Property
14af08242	Silver Ipod	Found Property
2014 Bikes	Twenty Misc Found Bikes	Found Property

This Resolution shall become effective upon its passage.

PASSED BY THE AMERICAN FORK CITY COUNCIL this 24 day of March 2015.

ATTEST:

James H. Hadfield, Mayor

Richard M. Colborn
City Recorder

PUBLIC HEARING
SURPLUS PROPERTY

Notice is hereby given that the American Fork City Council will hold a public hearing on March, 24, 2015, in the City Hall, 31 North Church Street, commencing at 7:20 p.m. to receive public comment regarding the proposal to declare the following to be surplus and to be disposed of.

Description

Parks

1990 Ford Ranger (Transmission problems)	VIN#1FTCR10A8LUC15608
1994 Kawasaki Mule (Engine does not work)	model #KAF620A
Husky backpack blower	#ACN002840-315
Husky backpack blower	no serial # found
Stihl line trimmer	#4A8XS-0254RB
Stihl line trimmer	no serial # found
Stihl line trimmer	no serial # found
Toro hand mower	#250002454
Toro hand mower	#3916478
Honda snow blower	#SZAN – 1021139
Honda snow blower	#sag-1004450

Public Works

Miscellaneous outdoor Christmas décor items
(2) file cabinet/locker units

Fire Dept

XTERRA FS5.3e Elliptical,	no serial # found
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2 Sanyo DVD/VHS Players	SN# 2441381BB, 24459336BB
2 White 3 foot round tables	
1 Black 3 foot round table	
1 Candy/Soda Machine	SN# WA53200062
Office chair	
Brother fax machine	

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Case#	Property	
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09af13074	Wool Jacket	Burglary
09af01778	Book of Mormon DVD's	vehicle theft
	MP3 Player w/Charger in case	
	Galaxy Amplifier & Speakers	
	Behringer Mixer Board	

09af10237	Wireless Microphone & Receiver Miscellaneous Tools Gold Chain	Burglary
09af09667	Snowboard with Bindings	Found Property
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12af09037	Taylormade Golf Bag with Misc. Golf Clubs	Vehicle Burgs
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14af01494	Two Small Flashlights Tasco 10X25 Binoculars Alpine SWR-M1 Speaker	Found Property
14af04994	Black Apple Iphone in case	Found Property
14af05767	Tan Tommy Hilfiger Purse	Found Property
14af07762	Mens Ring Gold w/12 Clear Stones Womens Ring Silver w/Blue Stone CTR Ring Silver w/4 Clear Stones Mens Band Black	Found Property
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14af05681	Necklace w/Round Pendent w/Troubled & Erin on it	Found Property
14af06134	Pair White and Black Spy Ski Goggles	Found Property
14af08242	Silver Ipod	Found Property
2014 Bikes	Twenty Misc Found Bikes	Found Property

Copies of the proposal are on file in the City Administration Offices, 51 East Main Street, for public inspection. All interested persons are invited to attend.

Dated this 16 day of March, 2015

Richard M. Colborn
City Recorder



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

Department Administration

Director Approval *C. Jensen*

AGENDA ITEM Review and Action on a resolution of the City Council of American Fork City, Utah (The “issuer”) authorizing the issuance and sale of not more than \$7,500,000 aggregate principal amount of its general obligation refunding bonds, series 2015 (The “series 2015 bonds”); delegating to certain officers of the issuer the authority to approve the final terms and provisions of the series 2015 bonds within the parameters set forth herein; prescribing the form of series 2015 bonds; providing for the manner of execution and delivery of the series 2015 bonds providing how the proceeds of the series 2015 bonds will be used and how payment of the series 2015 bonds will be made; providing for the publication of a notice of bonds to be issued; providing for the running of a contest period; approving the distribution of an official statement with respect to the series 2015 bonds; authorizing the taking of all other actions for the consummation of the transaction contemplated by this resolution; and related matters.

SUMMARY RECOMMENDATION Staff recommends approval of the refunding of the 2007 \$8,250,000 secondary irrigation bonds.

The 2007 secondary irrigation bonds were issued for \$8,250,000 at an average interest rate of 4.63%. The callable date of the bonds is currently set at March 1, 2017.

Preston Kirk with George K. Baum has indicated that the City has an option of refunding these bonds at an estimate interest rate of 2.836%. The proceeds would be invested in the PTIF (Public treasurer investment fund) until the bonds are able to be refunded in 2017. It is believed this action will hedge against the possible increasing interest rate between now and 2017. The new debt service amount in the proposed refunding will be not to exceed \$7,500,000.

BUDGET IMPACT It is estimated the new refunding will save the City between approximately \$31,000 and \$36,000 annually in debt service payments.

SUGGESTED MOTION Move to approve a resolution of the City Council of American Fork City, Utah (The “issuer”) authorizing the issuance and sale of not more than \$7,500,000 aggregate principal amount of its general obligation refunding bonds, series 2015 (The “series 2015 bonds”); delegating to certain officers of the issuer the authority to approve the final terms and provisions of the series 2015 bonds within the parameters set

forth herein; prescribing the form of series 2015 bonds; providing for the manner of execution and delivery of the series 2015 bonds providing how the proceeds of the series 2015 bonds will be used and how payment of the series 2015 bonds will be made; providing for the publication of a notice of bonds to be issued; providing for the running of a contest period; approving the distribution of an official statement with respect to the series 2015 bonds; authorizing the taking of all other actions for the consummation of the transaction contemplated by this resolution; and related matters.

SUPPORTING DOCUMENTS Resolution

American Fork, Utah

March 24, 2015

The City Council (the “Council”) of American Fork City, Utah (the “Issuer”), met in regular public session at the regular meeting place of the Council in American Fork, Utah, on March 24, 2015, at the hour of 7:30 p.m., with the following members of the Council being present:

James H. Hadfield	Mayor
Carlton Bowen	Councilmember
Brad Frost	Councilmember
Robert Shelton	Councilmember
Jeff Shorter	Councilmember
Clark Taylor	Councilmember

Also present:

Terilyn Lurker	Deputy City Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Deputy City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 24, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of American Fork City, Utah. The resolution is as follows:

AMERICAN FORK CITY, UTAH

Resolution Authorizing the
Issuance and Sale of

Not to Exceed \$7,500,000
General Obligation Refunding Bonds
Series 2015

Adopted March 24, 2015

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH (THE “ISSUER”) AUTHORIZING THE ISSUANCE AND SALE BY THE ISSUER OF NOT MORE THAN \$7,500,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 (THE “SERIES 2015 BONDS”); DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2015 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PRESCRIBING THE FORM OF SERIES 2015 BONDS; PROVIDING FOR THE MANNER OF EXECUTION AND DELIVERY OF THE SERIES 2015 BONDS; PROVIDING HOW THE PROCEEDS OF THE SERIES 2015 BONDS WILL BE USED AND HOW PAYMENT OF THE SERIES 2015 BONDS WILL BE MADE; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; APPROVING THE DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2015 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, to achieve a debt service savings the Council desires to refund and retire certain of its currently outstanding general obligation bonds (the “Refunded Bonds”); and

WHEREAS, pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), the Council is authorized to issue and desires to issue its General Obligation Refunding Bonds, Series 2015 (to be issued in one or more series and from time to time, with any other title or series designation as directed by the herein defined Terms Certificate) (the “Series 2015 Bonds”) in the aggregate principal amount of not to exceed \$7,500,000, to (a) refund the Refunded Bonds and (b) pay costs of issuance of the Series 2015 Bonds; and

WHEREAS, the Act provides for the publication of a Notice of Bonds to be Issued, and the Council desires to publish such a notice at this time in compliance with the Act with respect to the Series 2015 Bonds; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Preliminary Official Statement (if necessary) relating to the Series 2015 Bonds, and a Bond Purchase Agreement, and the preparation and use of any other documents deemed necessary in marketing the Series 2015 Bonds; and

WHEREAS, as permitted by Section 11-27-3 of the Act and in order to allow flexibility in setting the pricing date of the Series 2015 Bonds and to optimize debt

service savings to the Issuer, the Council desires to grant to the Designated Officers (defined herein), together with George K. Baum & Co., the Issuer's Financial Advisor, the authority to: (a) solicit and receive competitive bids from potential purchaser/underwriters of the Series 2015 Bonds and based on the aforementioned bids, to select the purchaser/underwriter of the Series 2015 Bonds; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold; and (c) execute a Terms Certificate setting forth the final terms of the Series 2015 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution; and

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

ARTICLE I

DEFINITIONS; AUTHORITY

1.1 Definitions. As used in this Resolution, the following terms shall have the following meanings:

“Act” means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Bond Fund” means the fund established under Section 4.2 hereof.

“Bondowner,” “Bondholder,” “Owner” or “Registered Owner” means the registered owner of any Bond as shown on the registration books of the Issuer kept by the Bond Registrar.

“Bond Purchase Agreement” means that certain Bond Purchase Agreement in substantially the form of Exhibit D hereto to be entered into by the Issuer and the purchaser/underwriter, pursuant to which the Series 2015 Bonds will be sold to the purchaser/underwriter.

“Bond Registrar” means each Person appointed by the Issuer as registrar and agent for the transfer, exchange and authentication of the Series 2015 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar shall be determined by the Designated Officers as shown in the Terms Certificate.

“Business Day” means a legal business day on which banking business is transacted in the city in which the Paying Agent has its principal corporate trust office.

“City” means American Fork City, Utah.

“City Council” means, the City Council of American Fork City, acting as the governing board of American Fork City, Utah.

“City Recorder” means the City Recorder of American Fork City, Utah, or any authorized deputy thereof.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Undertaking” means that certain Continuing Disclosure Undertaking to be executed by the Issuer and dated the date of issuance and delivery of the Series 2015 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form attached as Exhibit C hereto.

“Designated Officers” means any two of the following: Mayor or Mayor pro tem and City Manager or Finance Director of the Issuer.

“DTC” means The Depository Trust Company as securities depository for the Series 2015 Bonds, or its successors.

“Escrow Agent” mean the Escrow Agent as determined by the Designated Officers as shown in the Terms Certificate.

“Escrow Agreement” means the Escrow Deposit Agreement by and between the Issuer and the Escrow Agent providing for payment of the interest on and the principal and the redemption price of the Refunded Bonds through the redemption date therefor, in substantially the form attached hereto as Exhibit F.

“Escrow Account” means the Escrow Account established in the Escrow Agreement.

“Escrow Fund” means the Escrow Fund established in the Escrow Agreement.

“Government Obligations” means direct obligations of the United States of America, or other securities, the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Interest Payment Date” means each March 1 and September 1, commencing as provided in the Terms Certificate.

“Issuer” means American Fork City, Utah.

“Mayor” means the Mayor or Mayor pro tem of American Fork City, Utah, at the time of execution, delivery or any other actions herein authorized or any authorized deputy thereof.

“Official Statement” means the Official Statement with respect to the Series 2015 Bonds, in substantially the form attached hereto as Exhibit E.

“Original Issue Date” means the date of delivery of the Series 2015 Bonds.

“Paying Agent” means each Person appointed by the Issuer as paying agent with respect to the Series 2015 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar shall be determined by the Designated Officers as shown in the Terms Certificate.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Private Placement” means the sale of the Series 2015 Bonds to a purchaser in a private placement that does not require use of an Official Statement.

“Public Offering” means the sale of the Series 2015 Bonds to an underwriter or purchaser in a negotiated underwriting or a competitive sale, respectfully, that requires the use of an Official Statement.

“Record Date” means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such interest payment date, and (ii) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

“Refunded Bonds” means the bonds so identified in the recital above, and more specifically identified in the Terms Certificate.

“Resolution” means this Resolution authorizing the issuance and sale of the Series 2015 Bonds.

“Series 2015 Bonds” means the General Obligation Refunding Bonds, Series 2015, of the Issuer authorized hereby.

“State” means the State of Utah.

“Terms Certificate” shall mean the certificate of the Issuer setting forth the final terms for the Series 2015 Bonds (within the parameters set forth herein), to be executed by the Designated Officers, in substantially the form attached hereto as Exhibit G.

“Underwriter or Purchaser” means, the underwriter or purchaser for the Series 2015 Bonds pursuant to the Bond Purchase Agreement and the Terms Certificate.

Unless the context clearly indicates to the contrary, the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Resolution, refer to this Resolution in its entirety.

1.2 Authority for Resolution. This Resolution is adopted pursuant to the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1 Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Resolution, a series of General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of not to exceed \$7,500,000. Such series of bonds shall be designated “American Fork City, Utah General Obligation Refunding Bonds, Series 2015.” The name of the Series 2015 Bonds may be revised in the Terms Certificate. The Series 2015 Bonds may be issued in one or more series all within the parameters established hereby.

The Series 2015 Bonds shall be issued as fully registered Bonds, initially in book-entry form.

The Series 2015 Bonds shall be general obligations of the Issuer for the payment of which the full faith, credit and taxing power of the Issuer are hereby pledged, and the Issuer hereby agrees and covenants that it will annually cause to be levied a tax sufficient to pay the principal of, premium, if any, and interest on the Series 2015 Bonds as they fall due and payable, and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

2.2 Purpose. The Series 2015 Bonds are hereby authorized to be issued for the purpose of (a) refunding the Refunded Bonds and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 bonds.

2.3 Bond Details; Delegation of Authority. (a) The Series 2015 Bonds shall mature on the date and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the Original Issue Date payable on each Interest Payment Date at the per annum rates, all as provided in the Terms Certificate.

(b) There is hereby delegated to the Designated Officers, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Series 2015 Bonds, and the Designated Officers are hereby authorized to make such determinations:

(i) the principal amount of the bonds necessary to accomplish the purpose of the Series 2015 Bonds set forth in Section 2.2 herein, including the denominations thereof; provided, however, that the aggregate principal amount of the Series 2015 Bonds shall not exceed \$7,500,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2015 Bonds to be issued; provided, however, that

the final maturity of all Series 2015 Bonds shall not be later than twenty years;

(iii) the interest rate or rates of the Series 2015 Bonds; provided, however, that the interest rate or rates to be borne by any Series 2015 Bond shall not exceed five percent (5.00%) per annum;

(iv) the sale of the Series 2015 Bonds (as more fully described in Section 2.10 hereof) to the Underwriter or Purchaser and the purchase price to be paid by the Underwriter or Purchaser for the Series 2015 Bonds; provided, however, that the discount from par of the Series 2015 Bonds shall not exceed ninety-eight percent (98%);

(v) whether the Series 2015 Bonds shall be subject to redemption prior to maturity;

(vi) the bonds to be refunded as the Refunded Bonds and any other provisions deemed advisable by the Designated Officers, not materially in conflict with the provisions of this Resolution; and

(vii) to select and determine the Paying Agent, Bond Registrar, and Escrow Agent.

Upon pricing of the Series 2015 Bonds by the Underwriter or Purchaser, the Designated Officers, in consultation with the Issuer's Financial Advisor, shall make the determinations provided above and the Designated Officers shall execute the Terms Certificate containing such terms and provisions on behalf of the Issuer, which execution shall be conclusive evidence as to the matters stated therein.

(c) Each Bond shall accrue interest from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated upon an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Series 2015 Bonds shall bear interest on overdue principal at the aforesaid respective rates.

2.4 Denominations and Numbers. The Series 2015 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$1,000, or any integral multiple thereof. The Series 2015 Bonds shall be numbered with the letter prefix "R" and shall be numbered from one (1) consecutively upwards in order of issuance.

2.5 Paying Agent and Bond Registrar. The Issuer shall appoint a Paying Agent and Bond Registrar under the terms and conditions of this Resolution and the Terms Certificate. The Issuer may remove any Paying Agent and any Bond Registrar,

and appoint a successor or successors thereto. The Issuer shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal, and shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Issuer a written acceptance thereof.

The principal of, premium, if any, and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Series 2015 Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

2.6 Redemption of Series 2015 Bonds.

(a) The Series 2015 Bonds may be non-callable at the option of the Issuer or subject to redemption prior to maturity, at the option of the Issuer, all as specified in the Terms Certificate. If the Terms Certificate specifies that the Series 2015 Bonds are subject to optional redemption, the Series 2015 Bonds shall be callable on the date specified therein (the "First Redemption Date"), and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2015 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

(b) The Series 2015 Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Terms Certificate. If the Series 2015 Bonds are subject to mandatory sinking fund redemption and less than all of the Series 2015 Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Series 2015 Bonds in such order as directed by the Issuer.

(c) If fewer than all of the Series 2015 Bonds of any maturity are called for redemption, the Series 2015 Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar may deem fair

and appropriate, each \$5,000 or principal amount of the Series 2015 Bonds being counted as one Series 2015 Bond for this purpose. If a portion of a Series 2015 Bond shall be called for redemption, a new Series 2015 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

2.7 Notice of Redemption.

(a) In the event any Series 2015 Bonds are to be redeemed, the Issuer shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2015 Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Series 2015 Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Series 2015 Bonds; (ii) any other descriptive information needed to identify accurately the Series 2015 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2015 Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Series 2015 Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Series 2015 Bonds or portions of Series 2015 Bonds to be redeemed and, if less than all of any Series 2015 Bond, the principal amount of each Series 2015 Bond that is to be redeemed; and (ix) that the interest on the Series 2015 Bonds or portion of Series 2015 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2015 Bonds or portions of Series 2015 Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Series 2015 Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(b) In addition to the foregoing notice, further notice of redemption shall be given by the Bond Registrar, at least two (2) business days in advance of the mailed notice to Registered Owners of Series 2015 Bonds to be redeemed, by registered or certified mail or overnight delivery service or facsimile transmission

in accordance with the current operating standards of DTC, to the Underwriter or Purchaser and to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2015 Bonds, and to one or more national information services that disseminate notices of redemption of obligations such as the Series 2015 Bonds. Such further notice shall contain the information required in the immediately preceding paragraph. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

For so long as a book-entry system is in effect with respect to the Series 2015 Bonds, the Bond Registrar will mail notices of redemption to Cede & Co. (DTC's partnership nominee) or its successor. Any failure of DTC to convey such notice to any DTC Participants or any failure of DTC Participants or Indirect Participants to convey such notice to any beneficial owner will not affect the sufficiency or the validity of the redemption of Series 2015 Bonds.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Series 2015 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Series 2015 Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Series 2015 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2015 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2015 Bonds shall cease to accrue and become payable.

2.8 Partially Redeemed Series 2015 Bonds. In case any Series 2015 Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Series 2015 Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Bond shall be treated as representing that number of Series

2015 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by \$5,000.

2.9 Book-Entry System.

(a) Unless otherwise specified in the Terms Certificate and except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Bonds shall be, and the Series 2015 Bonds shall be registered in the name of Cede & Co. (“Cede”), as nominee of DTC. Payment of interest for any Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Series 2015 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2015 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2015 Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the Issuer kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2015 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2015 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2015 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2015 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Resolution, the word “Cede” in this Resolution shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Series 2015 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2015 Bonds at any time by giving written notice to the Issuer, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2015 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2015 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2015 Bonds or the Issuer; and the Issuer shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2015 Bonds upon receipt by the Issuer, the Bond Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2015 Bonds; or (2) a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2015 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2015 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2015 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2015 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2015 Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Issuer addressed to DTC and DTC's operational arrangement.

(v) In connection with any notice or other communication to be provided to Holders of Bonds registered in the name of Cede pursuant to this Resolution by the Issuer or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

2.10 Sale of Series 2015 Bonds. (a) The sale of the Series 2015 Bonds is hereby approved as follows:

(i) The Series 2015 Bonds authorized to be issued herein shall be sold to the Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Bond Purchase Agreement, and upon the basis of the representations therein set forth. The Council hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Council by the Designated Officers in connection with the sale of the Series 2015 Bonds.

(ii) To evidence the acceptance by the Council of the Bond Purchase Agreement, the Designated Officers are hereby authorized and directed to execute and deliver, and the City Recorder to attest, the Bond Purchase Agreement substantially in the form attached hereto as Exhibit D, with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable, and delivery thereof to constitute conclusive evidence of such approval.

(b) The Designated Officers are hereby authorized to determine the method of sale of the Series 2015 Bonds, which may include a Private Placement or a Public Offering. In the event that a Public Offering is used, the Designated Officers are authorized and directed to utilize the Preliminary Official Statement and prepare or cause to be prepared an Official Statement for distribution to prospective purchasers of the Series 2015 Bonds in accordance with Sections 6.1 and 6.2 hereof.

2.11 Continuing Disclosure Undertaking. To the extent that the Series 2015 Bonds are sold pursuant to a Public Offering, the Designated Officers are hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal,

countersign and attest, the Continuing Disclosure Undertaking in substantially the same form as now before the Issuer and attached hereto as Exhibit C, or with such changes therein as the Designated Officers shall approve, with the execution thereof to constitute conclusive evidence of approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2015 Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

2.12 Execution of Bonds. The Series 2015 Bonds shall be executed on behalf of the Issuer by the Mayor and attested by the City Recorder (the signatures of the Mayor and City Recorder being either manual and/or by facsimile), and the corporate seal of the Issuer or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Mayor and City Recorder and such facsimile of the seal of the Issuer on the Series 2015 Bonds is hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation and sealing of the Series 2015 Bonds by said officials. The Series 2015 Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Series 2015 Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Series 2015 Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Series 2015 Bonds issued hereunder or that all of the Series 2015 Bonds hereunder be certified as registered by the same Bond Registrar, and (ii) the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The Mayor and City Recorder are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold

the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

2.13 Delivery of Bonds; Application of Proceeds. The Series 2015 Bonds shall be delivered to the Underwriter or Purchaser at such time and place as provided in the Bond Purchase Agreement. The City Recorder of the Issuer is hereby authorized and instructed to make delivery of the Series 2015 Bonds to the Underwriter or Purchaser and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement, and to deposit the proceeds of sale as follows:

(a) An amount sufficient to retire the Refunded Bonds shall be deposited in trust with the Escrow Agent to be invested in Governmental Obligations or held in cash as contemplated by the Escrow Agreement, and which comply in all respects with the provisions of Section 11-27-3 of the Act.

(b) The amount remaining shall be deposited into a separate account with either the Issuer or the Paying Agent (as determined by the Designated Officers) and used to pay the costs of issuance of the Series 2015 Bonds, provided that any moneys remaining in such account six months subsequent to the date of the initial delivery of the Series 2015 Bonds shall be deposited into the Bond Fund.

2.14 Provisions for Refunding and Redemption of Refunded Bonds.

(a) By execution of the Terms Certificate, the Issuer will have elected to refund the Refunded Bonds and to call and redeem on the respective first optional redemption date each series of the Refunded Bonds then outstanding (as more specifically identified in the Terms Certificate) at a redemption price equal to one hundred percent (100%) of the principal amount of each Refunded Bond to

be so redeemed, plus accrued interest thereon to the redemption date. The paying agent and bond registrar for each series of the Refunded Bonds (the “Prior Paying Agent”) is hereby authorized and directed to mail a Notice of Redemption of the Refunded Bonds as required by the proceedings which authorized the issuance of the Refunded Bonds.

(b) An escrow verification report is hereby authorized to be prepared, as directed by the Finance Director, in order to verify that, pursuant to the Escrow Agreement, moneys and Governmental Obligations permitted under the Act, the principal of and the interest on which, when due, will provide moneys sufficient to pay, when due, the principal of, premium, if any, and interest on the Refunded Bonds to become due, will be deposited with the Escrow Agent and provision thereby made for the refunding, retirement and redemption of the Refunded Bonds.

2.15 Authorization of Escrow Deposit Agreement. The Escrow Agreement in substantially the form set forth as Exhibit F hereto, with such changes and additions as shall be made with the approval of the Mayor (which approval shall be conclusively established by the execution thereof by the Mayor), is hereby in all respects authorized and approved. The Issuer shall enter into the Escrow Agreement with the Escrow Agent establishing the Escrow Fund from which principal of, premium, if any, and interest on the Refunded Bonds shall be paid. The Mayor is hereby authorized and directed to execute and deliver, and the City Recorder to attest, the Escrow Agreement on behalf of the Issuer.

2.16 Further Authority. The Designated Officers, the City Recorder and such other officials of the Issuer as may be required, are hereby authorized and directed to execute all certificates, documents, and other instruments and make such elections under the Code as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Series 2015 Bonds and to comply with applicable provisions of the Code.

2.17 [Bank Qualification. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2015 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions one hundred percent (100%) of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2015 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (a) issues obligations on behalf of the Issuer, (b) derives its issuing authority from the Issuer, or (c) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (i) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (ii) the total amount of obligations so

designated by the Issuer, and all aggregated issuers for calendar year 2015 does not exceed \$10,000,000.]

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

3.1 Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section (a) hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

(c) The Issuer shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

3.2 Exchange of Bonds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section (a) hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date

as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

3.3 Bond Registration Books. This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Series 2015 Bonds, which shall at all times be open to inspection by the Issuer, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

3.4 List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

3.5 Duties of Bond Registrar. The obligations and duties of the Bond Registrar hereunder include the following:

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2015 Bonds.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

4.1 Covenants of Issuer. All covenants, statements, representations and agreements contained in the Series 2015 Bonds, and all recitals and representations in this Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements of the Issuer, are the covenants, statements, representations and agreements of the Issuer.

4.2 Levy of Taxes. The Issuer covenants and agrees to establish a Bond Fund to pay the interest falling due on the Series 2015 Bonds as the same becomes due and also to provide for the payment of the principal of the Series 2015 Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the Issuer in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Series 2015 Bonds and to pay and retire the Series 2015 Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Series 2015 Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Series 2015 Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to Salt Lake County in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The Issuer shall transfer from the Bond Fund to the Paying Agent at least fifteen days prior to each principal and/or interest payment date or redemption date on the Series 2015 Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The Issuer has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Series 2015 Bonds. The Bond Fund shall be depleted at least once each year by the Issuer except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Fund or one-twelfth of the annual debt service on the Series 2015 Bonds.

4.3 Bonds in Registered Form. The Issuer recognizes that Section 149 of the Code requires the Series 2015 Bonds to be issued and to remain in fully registered form in order that interest thereon be excludible from gross income for federal income tax purposes under laws in force at the time the Series 2015 Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Series 2015 Bonds to be issued in, or converted into, bearer or coupon form.

4.4 Tax Covenants. The Issuer further covenants and agrees to and for the benefit of the Bondholders that the Issuer (i) will not take any action that would cause interest on the Series 2015 Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2015 Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2015 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2015 Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2015 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE V

FORM OF BONDS

5.1 Form of Bonds. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

FORM OF BOND

[Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

Registered

Registered

**UNITED STATES OF AMERICA
STATE OF UTAH
AMERICAN FORK CITY, UTAH
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015**

[THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.]

Number R-____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
____%	_____, 20____	_____, 2015	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS****

American Fork City, Utah (the "Issuer"), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), which interest shall be payable on March 1 and September 1 of each year, commencing

_____ (each an “Interest Payment Date”), until all of the principal shall have been paid.

Interest on this Bond shall accrue from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if interest on the hereinafter defined Bonds shall be in default, interest on the Series 2015 Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2015 Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Bond shall be payable upon surrender of this Bond at the principal corporate trust office of Paying Agent, and payment of the semiannual interest hereon shall be made by wire, check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Resolution.

This Bond is one of the General Obligation Refunding Bonds, Series 2015 of the Issuer (the “Series 2015 Bonds”) limited to the aggregate principal amount of \$_____, and issued pursuant to (a) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), and (b) a resolution of the Council adopted on March 24, 2015 (the “Resolution”). The Series 2015 Bonds are authorized to be issued for the purpose of (a) refunding and retiring certain of the Issuer’s outstanding general obligation bonds and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 Bonds.

_____ is the initial bond registrar and paying agent with respect to the Series 2015 Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

The Issuer covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Bond as it falls due and also to provide for the payment of the principal hereof as the same falls due; provided, however, that the Issuer may apply other funds available to the Issuer to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Resolution, only upon the books of the Issuer kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond

Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Issuer is not required to transfer or exchange any Bond (a) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (b) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Series 2015 Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Series 2015 Bonds are subject to optional redemption as described in the Resolution and related Terms Certificate.

The Series 2015 Bonds are subject to mandatory redemption by operation of sinking fund installments at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on the dates and in the principal amounts as provided in the Bond Resolution.

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Series 2015 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2015 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2015 Bonds shall cease to accrue and become payable.

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall

authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2015 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by \$5,000.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, AMERICAN FORK CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and attested and countersigned by its City Recorder (the signatures of said Mayor and City Recorder being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

AMERICAN FORK CITY, UTAH

(SEAL)

(Do Not Sign)

Mayor

ATTEST AND COUNTERSIGN:

(Do Not Sign)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2015 Bonds described in the within mentioned Resolution and is one of the General Obligation Refunding Bonds, Series 2015 of American Fork City, Utah.

_____,
as Bond Registrar

By: _____

Date of Registration and Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

Under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, _____,
the undersigned sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature: _____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ARTICLE VI

MISCELLANEOUS

6.1 Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (“the Preliminary Official Statement”), in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable. The Designated Officers are hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Series 2015 Bonds.

6.2 Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2015 Bonds by the Designated Officers and set forth in the Terms Certificate. The Designated Officers shall sign and deliver the Official Statement to the Underwriter or Purchaser for distribution to prospective purchasers of the Series 2015 Bonds and other interested persons. The approval of the Designated Officers of any such changes, omissions, insertions and revisions shall be conclusively established by the execution of the Official Statement.

6.3 Changes to Forms. The form of Series 2015 Bonds and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor and/or City Recorder, whose execution or approval thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

6.4 Notice of Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder shall cause a “Notice of Bonds to be Issued” to be (a) published one (1) time in The Daily Herald, a newspaper of general circulation in the Issuer, (b) posted on the Utah Public Notice Website (<http://pnm.utah.gov>), and (c) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution to be kept on file in the Issuer’s office in American Fork City, Utah, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the form set forth in Exhibit H attached hereto.

6.5 Ratification. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Series 2015 Bonds are hereby ratified, confirmed and approved.

6.6 Severability. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

6.7 Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

6.8 Captions. The headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

6.9 Certification of Fulfillment of Conditions. The Issuer hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Series 2015 Bonds will have been satisfied and fulfilled.

6.10 Maintenance of Records; Copies. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2015 Bonds shall be kept on file with the City Recorder at American Fork City, Utah, where the same shall be made available for inspection by any Registered Owner of the Series 2015 Bonds, or his, its or their agents for so long as any of the Series 2015 Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Series 2015 Bonds.

6.11 Effective Date. This Resolution shall take effect immediately upon its approval and adoption by the City.

6.12 Resolution Irrepealable. Upon the execution of the Terms Certificate, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2015 Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this March 24, 2015.

AMERICAN FORK CITY, UTAH

(SEAL)

Mayor

ATTEST AND COUNTERSIGN:

Deputy City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

The meeting was then adjourned.

Mayor

ATTEST AND COUNTERSIGN:

Deputy City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Terilyn Lurker, the duly qualified Deputy City Recorder of the City Council (the "Council") of American Fork City, Utah (the "City"), do hereby certify according to the records of the City in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Council held on March 24, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 24, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the City, this March 24, 2015.

Deputy City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Terilyn Lurker, the undersigned Deputy City Recorder of American Fork City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council of (the "Council") of the City on March 24, 2015, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on March ____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Daily Herald, on March ____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on _____, 201__, at the principal office of said City, (ii) provided to at least one newspaper of general circulation within the City on _____, 201__, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City this March 24, 2015.

Deputy City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LETTER OF REPRESENTATIONS

(See Transcript Document No. ____)

EXHIBIT C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

(See Transcript Document No. ____)

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. ____)

EXHIBIT E

FORM OF OFFICIAL STATEMENT

(See Transcript Document No. ____)

EXHIBIT F

FORM OF ESCROW AGREEMENT

(See Transcript Document No. ____)

EXHIBIT G

FORM OF TERMS CERTIFICATE

(See Transcript Document No. ____)

EXHIBIT H

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on March 24, 2015, the City Council (the "Council") of American Fork City, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's General Obligation Refunding Bonds, Series 2015 (to be issued in one or more series and from time to time, with any other title or series designation directed by the Terms Certificate) (the "Bonds").

PURPOSE FOR ISSUING THE BONDS

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (i) refunding certain outstanding general obligations bonds of the Issuer in order to achieve a debt service savings, and (ii) paying related expenses.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), to mature in not more than twenty (20) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Bonds may be issued in one or more series, and be sold at such time, all as the Issuer may determine.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, with such final terms and provisions as may be deemed appropriate by authorized officers of the Issuer, provided that said final terms shall not exceed the maximums set forth above.

A copy of the Resolution is on file in the office of the City Recorder of American Fork City, Utah in the City offices located at 51 East Main, American Fork, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday- Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

SECURITY PLEDGED FOR THE BONDS

The Bonds are general obligations of the Issuer secured by the full faith and credit and taxing power of the Issuer.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this March 24, 2015.

/s/ Richard Colborn
City Recorder



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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on a Resolution to implement Outdoor Water Restrictions on the City Pressurized Irrigation Users.

SUMMARY RECOMMENDATION Staff recommends approval of the Resolution.

BACKGROUND The primary water source for the City's pressurized irrigation system is the water that flows in the American Fork River. Lower than normal snowfall in the mountains has caused the flows in the American Fork River to be less than 50% of average. Even secondary suppliers of water for the pressurized irrigation system are only showing allowable flows of 30% of normal. The limited supply of water available for pressurized irrigation requires users to apply conservation measures, and the City to impose water restrictions to allow the available water to be distributed to all in order to go as far as possible.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the resolution for the purpose of immediate implementation of outdoor watering restrictions.

SUPPORTING DOCUMENTS

1. Resolution
2. Flyer

**A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING
OUTDOOR WATER RESTRICTIONS FOR THE 2015 WATERING SEASON.**

WHEREAS, American Fork City’s pressurized irrigation system and the water it supplies are valuable resources for residents and water users;

WHEREAS, the primary source of water for pressurized irrigation is the American Fork River with additional water coming from other surface sources such as wells;

WHEREAS, watering restrictions that limit the time of day and the frequency of watering assist in the efficient use of water; and

WHEREAS, because low snow packs and flows from surface water are much lower than normal, the City Council desires to encourage water conservation;

BE IT NOW, THEREFORE RESOLVED, by American Fork City as follows:

SECTION 1. WATERING RESTRICTIONS

Residential and Small Commercial Users with Automatic Sprinkler Systems

- Water between the hours of 6:00 p.m. the assigned day and 10:00 a.m. the following day.
- Odd number addresses shall water on Monday, Wednesday, and Friday.
- Even number addresses shall water on Tuesday, Thursday, and Saturday.
- Sunday watering is allowed for all residents between the above given hours.
- Water must be conserved and not wasted.

Large Users (parks, cemetery, schools, churches, and large commercial development)

- Water between the hours of 9:00 a.m. and 7:00 p.m.
- No area shall be watered twice on two consecutive days.
- Sunday watering is encouraged.
- Water must be conserved and not wasted.

American Fork Irrigation Flood Users

Please follow the schedule published by the American Fork Irrigation Company.

SECTION 2. ENFORCEMENT

The Enforcement of these Water Restrictions shall be based on a progressive disciplinary scale as follows:

1. First offence, violators shall be given a written warning and reminded of the restrictions.
2. Second offence, violator shall be subject to having the Pressurized Irrigation Services locked out and assessed a reinstatement fee of \$100.

3. Third offense, violator shall be subject having the Pressurized Irrigation Services locked out and assessed a reinstatement fee of \$300.

SECTION 3. NEW CONSTRUCTION WAIVER

Landscaping associated with a new construction project may require daily and more frequent watering to allow the landscaping to become established. If landscaping falls within this category the owner may apply for a waiver to the requirements within this resolution. The City will review the application and issue restrictions for the more frequent use of water or deny the request.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This Resolution shall take effect immediately upon its approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH,
this _____ day of _____, 2015.

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder



REQUEST FOR OUTDOOR WATER CONSERVATION AND NOTICE OF WATER RESTRICTIONS

American Fork City's pressurized irrigation system and the water it supplies are valuable resources for residents and water users. The primary source of water for pressurized irrigation is the American Fork River, with additional water coming from other surface sources. When river water is scarce, wells are called on to supplement and provide a larger percentage of water to the system. Unforeseeable events like power outages and equipment failures can eliminate the use of one or more wells, which could further compound outdoor water shortages.

Because of low snow packs, flows from surface water, though constant at this time, are much lower than normal. For this reason, **American Fork City is imposing water restrictions to be able to continue providing outdoor water.**

To make the most efficient use of existing flows, the community is asked to comply with the following watering schedules:

Residential and Small Commercial Users with Automatic Sprinkler Systems

- Water between the hours of 6:00 p.m. the assigned day and 10:00 a.m. the following day.
- Odd number addresses shall water on Monday, Wednesday, and Friday.
- Even number addresses shall water on Tuesday, Thursday, and Saturday.
- Sunday watering is allowed for all residents between the above given hours.
- Water must be conserved and not wasted.



Large Users (parks, cemetery, schools, churches, and large commercial development)

- Water between the hours of 9:00 a.m. and 7:00 p.m.
- No area shall be watered twice on two consecutive days.
- Sunday watering is encouraged.
- Water must be conserved and not wasted.

American Fork Irrigation Flood Users

Please follow the schedule published by the American Fork Irrigation Company.

As surface water flows change, these watering times and schedules may have to be adjusted and additional restrictions imposed. Please watch your utility bills for further information.

Residential users are also encouraged to prepare their lawns and yards by taking the following conservation measures:

- water deeper and less frequently
- mulch around outdoor plants, shrubs, and trees to conserve moisture
- raise the lawn mower by an inch or more to retain moisture near grass roots

The chart below gives important guidance.

State Division of Water Resources Recommended Lawn Watering Rates – Utah County (times shown are for spray type heads)

<u>Schedule</u>	<u>Oct-Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>
Two Day	None	10 min	14 min	14 min	14 min	7 min
Three Day	None	15 min	21 min	21 min	21 min	11 min
Four Day	None	20 min	28 min	28 min	28 min	14 min

Please adjust sprinkler timers and do your part to conserve water. Generally, best lawn growth occurs from longer and deeper watering. Thank you.

If all outdoor water users will do their part, the City should be able to provide sufficient water to make it through the dry months.





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

Department Administration

Director Approval *A. Craig Whitcomb*

AGENDA ITEM Adoption of a resolution creating the Parks, Arts, Recreation and Culture (PARC) Tax Advisory Board.

SUMMARY RECOMMENDATION Staff recommends approval of the PARC tax resolution policies and procedures that will govern the applications, selection, distribution, and accounting process of funds.

BACKGROUND On Tuesday, November 4, 2014 the citizens of American Fork approved the implementation of a PARC tax in the city. The City Council adopted the PARC Tax Ordinance on December 9, 2014, which enacted the PARC Tax. The tax will go into effect on April 1, 2015.

The City Council now needs to adopt the attached resolution to establish the PARC Tax Advisory Board. This Board will consist of seven members. They will account for all requests for funding from various groups and will make funding recommendations to the City Council. The Council will approve the distribution of PARC Tax funds in accordance with Utah Code Ann. 59-12-1403 and American Fork City Ordinance No. 2014-12-46 for the purpose of funding eligible cultural arts facilities and organizations and recreational facilities and programs in the City of American Fork, pursuant to Utah Code Ann. 59-12-1401.

The City Attorney and City staff have drafted the Policies and Procedures for PARC Tax Funding. These policies will guide the PARC Tax Advisory Board in their review of requests for funds; it will define and outline the grant process, including what projects and programs are eligible for funding.

BUDGET IMPACT It is projected that the PARC tax will generate between \$660,000 and \$700,000 in revenue annually. These funds will be used to improve the quality of life in American Fork through improved facilities and programs in the areas of Parks, Arts, Recreation and Culture.

SUPPORTING DOCUMENTS

1. Resolution establishing the PARC Tax Advisory Board
2. Policies and Procedures for PARC Tax Funding
3. Permissible Cultural Organizations

RESOLUTION NO. _____

A RESOLUTION CREATING THE PARKS, ARTS, RECREATION AND CULTURE TAX
ADVISORY BOARD.

WHEREAS, American Fork City Council approved Ordinance No. 2014-12-46, the Parks, Arts, Recreation and Culture Tax, on December 9, 2014;

WHEREAS, pursuant to American Fork City Ordinance No. 2014-12-46, revenue shall be distributed in accordance with UTAH CODE ANN. §59-12-1403 and for the purpose of funding eligible cultural arts facilities and organizations and recreational facilities in the City of American Fork, pursuant to UTAH CODE ANN. §59-12-1401 et. seq.; and

WHEREAS, the City desires to establish an advisory committee to assist in the determination of distribution of funds.

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

1. Distribution of Funds.

- a. PARC Tax Revenue shall be distributed in accordance with UTAH CODE ANN. §59-12-1403 and American Fork City Ordinance No. 2014-12-46 for the purpose of funding eligible cultural arts facilities and organizations and recreational facilities in the City of American Fork, pursuant to UTAH CODE ANN. §59-12-1401.

2. Advisory Board Established.

- a. The City shall create a PARC Tax Advisory Board (hereinafter the “Advisory Board”) to advise City Council on distributions of PARC Tax funds to eligible cultural arts facilities and organizations and recreational facilities in the City of American Fork, pursuant to UTAH CODE ANN. §59-12-1401.

3. Appointment of Advisory Board Members.

- a. The Advisory Board shall consist of seven (7) members appointed by the Mayor with the advice and consent of City Council.

4. Membership and Terms of Office.

- a. Members of the Advisory Board shall be residents of American Fork.
- b. The term of office for Advisory Board members shall be three (3) years. The term of office of the initial members shall be staggered so that four (4) are for three (3) years and three (3) are for two (2) years.
- c. Members of the Advisory Board may be appointed for multiple terms.
- d. Each term shall continue until a successor is chosen and qualified, except in the case of the member’s death, resignation, removal or disqualification from holding office.

5. Removal or Vacancy From Advisory Board.
 - a. Any member of the Advisory Board may be removed at any time from office by the Mayor, with the advice and consent of City Council.
 - b. A member's office automatically becomes vacant if the member establishes residence outside of the City, or lives outside of City boundaries for a continuous period of more than sixty (60) days.
 - c. A member's office automatically becomes vacant if the member misses more than twenty-five percent (25%) of the Advisory Board's scheduled meetings during any twelve (12) month period.

6. Compensation of Members.
 - a. Members of the Advisory Board shall serve without monetary compensation.

7. Responsibilities of Advisory Board and City Council.
 - a. The Advisory Board may provide its input and opinion to City Council as to the distribution of PARC Tax funds.
 - b. City Council shall make final determinations as to the amount of PARC Tax funds to be distributed to what entity or organization they will be distributed.

8. Termination of Advisory Board.
 - a. City Council may, at its discretion and by majority vote, dissolve said Advisory Board at any time for any reason.

9. Adoption Policies and Procedures.
 - a. The City Council hereby adopts the Policies and Procedures for PARC Tax Funding that are attached to this Resolution as Exhibit "A."

10. Effective Date.
 - a. This resolution shall become effective upon its passage.

PASSED by the American Fork City Council this ____ day of _____, 2015.

JAMES H. HADFIELD
American Fork City Mayor

Municipal Recorder

POLICIES AND PROCEDURES FOR PARC TAX FUNDING

Background.

In November, 2014, a majority of American Fork City voters approved a 1/10th of 1% increase in local sales and use tax as a means of enhancing funding for recreational and cultural facilities and cultural organizations within the City of American Fork. The American Fork City Council enacted the tax by ordinance on December 9, 2014 and the tax goes into effect April 1, 2015.

Purpose.

The funds from the tax known as the Parks, Arts, Recreation Culture Tax (“PARC Tax”) are to be used for eligible cultural arts facilities and organizations and recreational facilities in the City of American Fork consistent with UTAH CODE ANN. § 59-12-1401 and as defined in UTAH CODE ANN. § 59-12-702.

Distribution and Use of Revenue.

The revenue from the PARC Tax shall be distributed in accordance with UTAH CODE ANN. §59-12-1403 for the purpose of funding eligible cultural arts facilities and organizations and recreational facilities in the City of American Fork, pursuant to UTAH CODE ANN. §59-12-1401 et. seq.

1.0 Policy.

The American Fork City Council shall distribute the entire amount of revenues and interest collected as a result of the PARC Tax in a manner consistent with UTAH CODE ANN. § 59-12-1403, which allows for:

- 1.1 Inter-local agreement provided for under § 59-12-1704;
- 1.2 Granting to one or more organizations or facilities defined in § 59-12-702.
- 1.3 Retaining an amount not to exceed 1.5% of the tax collected under this part for the cost of administering the PARC Tax.

2.0 Definitions.

- 2.1 Administrative Unit: a division of a private nonprofit organization or institution that would, if it were a separate entity, be a cultural organization; and consistently maintains books and records separate from those of its parent organization.
- 2.2 Application Form: The PARC Tax Fund Distribution application, including the documents provided to the entities and organizations requesting funds pursuant to this policy by the City of American Fork for PARC Tax distribution and any required attachments and supporting documents.
- 2.3 Cultural Facility: any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.
- 2.4 Cultural Organization: a private nonprofit organization or institution having its primary purpose the advancement and preservation of art, dance, history, music, natural history, or theater; and an administrative unit. Cultural organization does not

include any agency of the state; any political subdivision of the state; any educational institution whose annual revenues are directly derived more than 50% from state funds; or any radio or television broadcasting network or station, cable communications system, newspaper, or magazine.

2.5 Non-profit: an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, officers, or corporation. Certification by the Internal Revenue Service as an organization qualifying under 501(c)(3) of the Internal Revenue Code or registration with the State of Utah as a nonprofit corporation with an active status at the time of the application deadline is required for any private nonprofit organization to qualify for funds hereunder.

2.6 Publicly Owned: owned by a governmental agency.

3.0 General Guidelines.

3.1 PARC Tax funds come from sales tax revenues that are collected by the State of Utah and distributed to American Fork City. All funding shall be based on the actual sales and use tax receipts as received, recorded, and reconciled by the City.

3.2 PARC Tax funds are not an entitlement. Filling out an application does not guarantee that any funds will be awarded.

3.3 The American Fork City Council shall make all final determinations as to the amount of PARC Tax funds to be distributed to each entity or organization.

3.4 The fact that a particular project, facility or organization has previously received PARC Tax funds does not guarantee that it will receive subsequent funding unless so authorized in the original grant.

4.0 Cultural Arts Facilities Grants.

4.1 PARC Tax funds may be provided to a publicly owned and operated museum, theater, art center, music hall, or other cultural or arts facility.

4.2 All funded facilities expenses must be located in American Fork City or within the boundaries of an inter-local agreement with American Fork City.

4.3 Applying entities and organizations must provide for perpetual maintenance and be responsible for operational and financial accountability for all facilities for which funding is requested.

4.4 Cultural arts facilities grants may not be used to fund publicly owned or operated cultural programs.

5.0 Cultural Arts Organizations Grants.

5.1 PARC Tax funds may be provided to qualifying organizations described herein.

5.2 Private nonprofit cultural organizations requesting funding must be 501(c)(3) nonprofit entities or registered with the State of Utah as a nonprofit corporation with an active status at the time of the application deadline.

5.3 Qualifying organizations include the following:

5.3.1 A private nonprofit organization or institution having its primary purpose the advancement and preservation of:

5.3.1.1 Natural history, art, music, theater, dance, or cultural arts including literature, a motion picture, or storytelling.

6.0 Recreational Facilities Grants.

- 6.1 PARC Tax funds may be provided to a publicly owned and operated park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system, cultural facility, or other facility used for recreational purposes.
- 6.2 All funded facilities expenses must be located in American Fork City or within the boundaries of an inter-local agreement with American Fork City.
- 6.3 Applying entities and organizations must provide for perpetual maintenance and be responsible for operational and financial accountability for all facilities for which funding is requested.
- 6.4 Recreational facilities grants may not be used to fund publicly owned or operated recreational programs.
- 6.5 Funds may be used to finance ongoing operating expenses of recreational facilities.

7.0 Application Process.

- 7.1 An interested person, organization, or entity may submit an official PARC Tax application provided by the City of American Fork.
- 7.2 All qualifying persons, organization, or entities may be required to make a brief presentation and discuss the merits of their proposals with American Fork City Council at a public meeting.
- 7.3 American Fork City Council shall make final determinations as to the amount of PARC Tax funds to be distributed to each entity or organization.
- 7.4 The names of entities or organizations and the amount of funds each is to receive shall be presented by the American Fork City Council at a public meeting.

8.0 Distribution of Funds.

- 8.1 Qualifying organizations may be required to enter into a contractual agreement with the City of American Fork prior to receiving funds. Said contract shall include:
 - 8.1.1 A detailed planned use schedule of expenditures;
 - 8.1.2 A beginning and end date for the project, if applicable;
 - 8.1.3 A provision allowing for the City of American Fork to verify all application information and use of funds information; and
 - 8.1.4 The consequences of the failure to use PARC Tax funds as approved.
- 8.2 Said contracts must be returned to the City prior to any distribution of PARC Tax funds to the entity or organization.

9.0 Reporting Requirements.

- 9.1 Each recipient of PARC Tax funds shall be required to submit a yearly evaluation report detailing how it expended the funds received.
- 9.2 Future funding may be withheld due to inadequate, incomplete, or failure to submit reports.

PERMISSIBLE CULTURAL ORGANIZATIONS

- 1. A private non-profit organization having its primary purpose the advancement and preservation of:**
 - a. Architecture**
 - i. Ex. Historical preservation, service, and education.
 - b. Arts education**
 - i. Ex. Performances for children, after school instruction, teacher and artist training.
 - c. Dance**
 - d. Folk arts**
 - i. Ex. Crafts, stories/Oral history, and traditional performing arts.
 - e. History**
 - i. Ex. Heritage preservation, museums, historical research, and living history programs.
 - f. Humanities**
 - i. Lectures or conferences promoting branches of learning embraced by philosophy, literature, languages, and art with the exception of theology, natural science, and social sciences.
 - g. Literature**
 - i. Excludes magazines and newspapers.
 - h. Media arts**
 - i. Excludes video, radio and TV broadcasting.
 - i. Music**
 - j. Natural History**
 - i. Primarily focused on public programs, as opposed to academic research.
 - k. Theater**
 - l. Visual arts**
 - i. Ex. Ceramics, gallery space, painting, drawing, photography, etc.

PERMISSIBLE CULTURAL FACILITIES

- 1. Publicly owned and operated cultural arts facility**
 - a. Ex. museum, theater, art center or music hall

PERMISSIBLE RECREATIONAL FACILITIES

- 1. Publicly owned and operated facility used for a recreational purpose**
 - a. Ex. Park, campground, marina, dock, golf course, playground, athletic field, gymnasium, swimming pool, trail system or cultural facility

* May be used to finance ongoing operating expenses of recreational facilities.



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

Department Administration

Director Approval *Robin M. Colburn*

AGENDA ITEM Review and action on an Ordinance adjusting the common boundary with Lehi City consisting of approximately 0.592 acres at in the vicinity of 1010 West 850 North to be placed in the R1-9000 and R1-12,000 Residential zones. (west of the Ashley Meadows Annexation)

SUMMARY RECOMMENDATION Approval of the Ordinance of Annexation adjusting the common boundary with Lehi City.

BACKGROUND This was anticipated at the time of the Ashely Meadows Annexation.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Ordinance of Annexation adjusting the common boundary with Lehi City consisting of approximately 0.592 acres at in the vicinity of 1010 West 850 North to be placed in the R1-9000 Residential zone and the R1-12,000 Residential zone.

SUPPORTING DOCUMENTS

1. Description of annexation
2. Lehi City Ordinance approving the Boundary Adjustment

ORDINANCE NO.

AN ORDINANCE ADJUSTING THE COMMON MUNICIPAL BOUNDARY BETWEEN THE CITY OF AMERICAN FORK, UTAH, AND THE CITY OF LEHI, UTAH.

WHEREAS, the City Council of American Fork City, Utah, has heretofore adopted a resolution (Resolution No. 2015-12-46R) indicating its intent to adjust the location of the common boundary between the City of American Fork and the City of Lehi to the effect that a portion of territory currently within the municipal jurisdiction of the City of Lehi will be transferred to the jurisdiction of the City of American Fork.

WHEREAS, the City Council of American Fork has heretofore advertised and held a public hearing regarding the proposed boundary adjustment, and determined that no protests to the proposed adjustment have been filed with the City Recorder, all of the above in accordance with the applicable provisions of Utah State Law (UCA 10-2-419).

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

SECTION 1. Pursuant to the provisions of Section 10-2-419 Utah Code Annotated, 1953, as amended, the real property described on that certain map entitled BOUNDARY LINE ADJUSTMENT PLAT American Fork City and Lehi City for which the Lehi City Council has enacted Ordinance No. 45-2014 authorizing its disconnection for purposes of accomplishing a boundary line adjustment with American Fork City is hereby approved for annexation into American Fork City Utah.

SECTION 2. Said property is hereby declared to be a part of American Fork City and shall henceforth be subject to all of the ordinances and regulations thereof and the description of the boundaries of American Fork City, as set forth in Section 1.12.010 of the Revised Ordinances of the City, be amended to include the property described in Exhibit A.

SECTION 3. This ordinance shall take effect upon the recording of this Ordinance and Lehi Ordinance No. 45-2014 which is Exhibit B and the original copy of the BOUNDARY LINE ADJUSTMENT PLAT American Fork City and Lehi City executed by the City Council's of both American Fork and Lehi, at the office of the Utah County Recorder.

SECTION 4. Upon completion of the boundary adjustment proceedings, the South 309 feet of the area added to the municipal jurisdiction of American Fork shall be placed in the R1-9000 Residential zone with the remaining area to the north placed in the R1-12,000 Residential zone.

SECTION 5. Exhibit A, referred to under Section 2, and Exhibit B, referred to under Section 3, are attached hereto and by this reference made part of this Ordinance.

SECTION 6. Passed by the City Council of American Fork City, Utah, this 24 day of March, 2015.

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, CityRecorder

EXHIBIT A

BOUNDARY DESCRIPTION

BEGINNING N89°59'08"W ALONG THE SECTION LINE 854.38 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, T5S, R1E, SALT LAKE BASE AND MERIDIAN: SAID POINT ALSO BEING THE SOUTH EAST CORNER OF LOT 131, PLAT A, HUNTER'S GROVE SUBDIVISION IN LEHI CITY,

PROCEEDING N00°01'30"W 1322.61 FEET ALONG THE EAST SIDE OF HUNTER'S GROVE "A" & "C",

THENCE CONTINUING ON THE EAST SIDE OF HUNTER'S GROVE "C" THE NEXT FOUR (4) CALLS,

N01° 05'20"W 185.36 FEET,

N00°36'00"E 367.69 FEET,

N00°50'01"E 142.93 FEET,

N89°27'16"W 4.79 FEET REJOINING THE EXISTING AMERICAN FORK CITY BOUNDARY (0.592 ACRES)

SURVEYOR'S CERTIFICATE

I, HOWARD R. DERRNEY, HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE BOUNDARY ADJUSTMENT BETWEEN AMERICAN FORK CITY AND LEHI CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING N60°50'00"W ALONG THE SECTION LINE #54.32 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, T35, R1E, SALT LAKE BASE AND MERIDIAN.
 SAID POINT ALSO BEING THE SOUTH EAST CORNER OF LOT 131, PLAT A, HUNTER'S GROVE SUBDIVISION IN LEHI CITY, PROCEEDING N60°01'30"W 1322.61 FEET ALONG THE EAST SIDE OF HUNTERS GROVE "F" & "C", THENCE S60°01'30"W 1322.61 FEET TO THE CORNER OF LOT 131, PLAT A, HUNTER'S GROVE SUBDIVISION IN LEHI CITY, THENCE S89°00'00"W 181.98 FEET TO THE POINT OF BEGINNING, A DISTANCE OF 181.98 FEET, AND N43°27'16"W 479 FEET REJOINING THE EXISTING AMERICAN FORK CITY BOUNDARY (25,823.91 SQ FT or 0.592 ACRES).

**ACCEPTANCE BY LEGISLATIVE BODY
AMERICAN FORK CITY**

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF AMERICAN FORK CITY, HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE SHOWN HEREIN BETWEEN AMERICAN FORK CITY AND LEHI CITY, UTAH COUNTY, UTAH. THIS ORDINANCE HAS BEEN PREPARED FOR FILING. WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE ADJUSTMENT AS SHOWN.

DATED THIS _____ DAY OF _____

WATCH _____ DATE _____

ATTORNEY _____ CLERK/RECORDER _____ DATE _____

**ACCEPTANCE BY LEGISLATIVE BODY
LEHI CITY**

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF LEHI CITY, HAVE RECEIVED A REQUEST TO ADJUST THE BOUNDARY LINE SHOWN HEREIN BETWEEN AMERICAN FORK CITY AND LEHI CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING. WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE ADJUSTMENT AS SHOWN.

DATED THIS _____ DAY OF _____

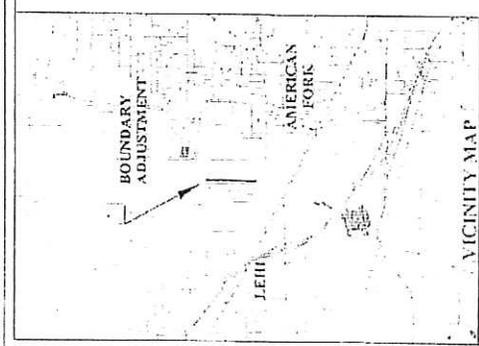
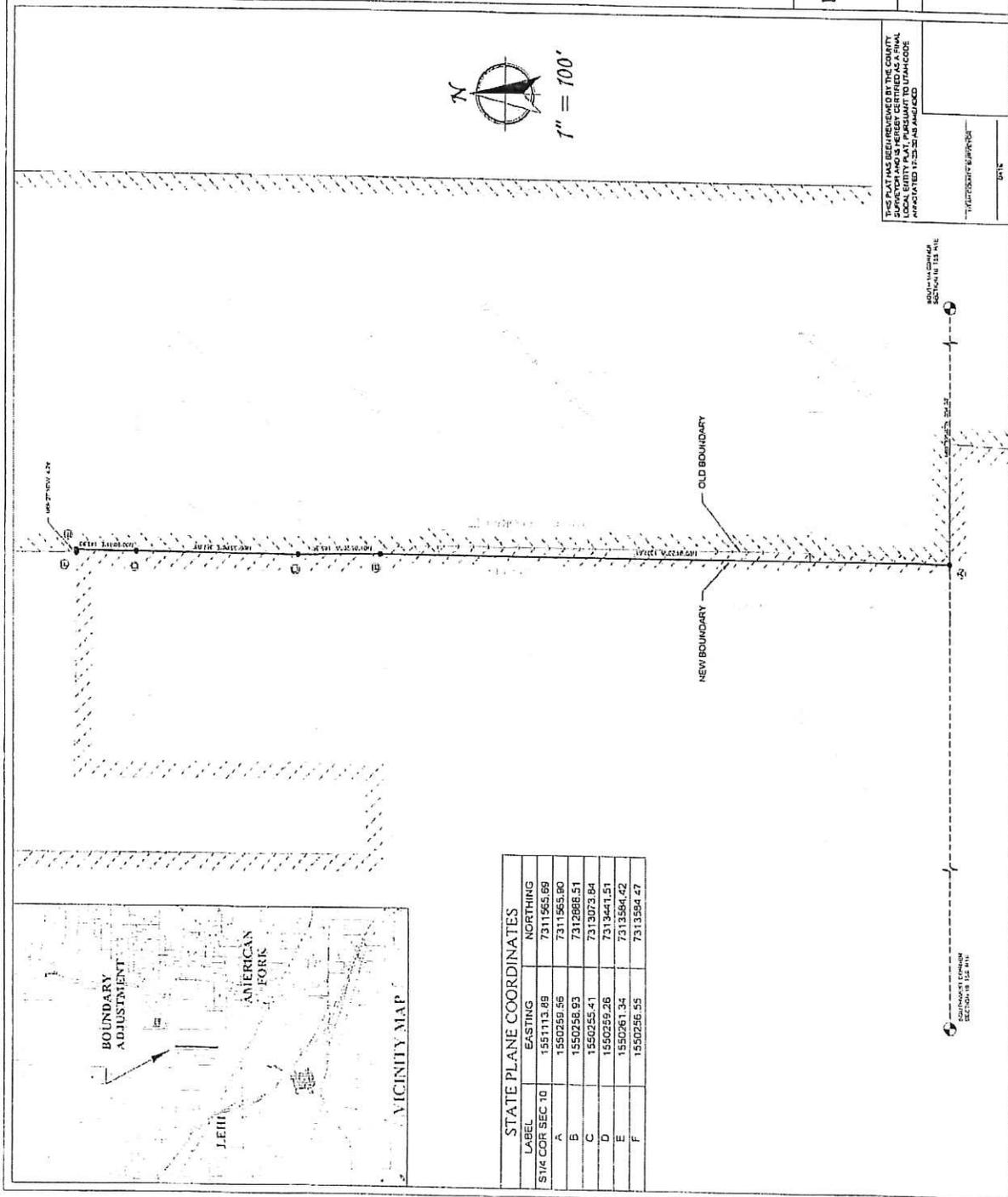
WATCH _____ DATE _____

ATTORNEY _____ CLERK/RECORDER _____ DATE _____

BOUNDARY LINE ADJUSTMENT PLAT

AMERICAN FORK CITY AND LEHI CITY

UTAH COUNTY, UTAH
SCALE: 1" = 100 FEET



STATE PLANE COORDINATES

LABEL	EASTING	NORTHING
STA. COR SEC 10	1551113.89	7311565.89
A	1550259.56	7311565.80
B	1550256.93	7312868.51
C	1550255.41	7313073.84
D	1550255.26	7313421.51
E	1550261.34	7313584.52
F	1550256.55	7313584.47

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL PLAT. THE SURVEYOR'S RECORD IS FILED IN THE OFFICE OF THE COUNTY SURVEYOR.

DATE _____



EXHIBIT B

ORDINANCE NO. 45-2014

AN ORDINANCE OF THE LEHI CITY COUNCIL, UTAH APPROVING AN ADJUSTMENT TO ITS COMMON BOUNDARIES WITH AMERICAN FORK, UTAH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Utah Code § 10-2-419 establishes the procedure for adjustment of the common boundaries between adjacent municipalities; and

WHEREAS American Fork City, Utah shares certain common boundaries with Lehi City, Utah; and

WHEREAS, American Fork City and Lehi City have determined that it is in the best interest of both municipalities to adjust their common boundary to provide greater efficiency in municipal services and to accommodate the request of American Fork to have the previously approved Ashley Meadows Annexation and the Cambridge Court Plat P, Indian Sky Plat A and Cottonwood Heights subdivisions completely located within American Fork City's boundaries; and

WHEREAS, American Fork City and Lehi City desire to adjust their municipal boundaries as provided by State law by adding certain parcels to the municipal boundaries of Lehi City; and

WHEREAS, American Fork has prepared a Boundary Line Adjustment plat that more fully describes the parcels, which plat is attached as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE LEHI CITY COUNCIL THAT:

Section 1. The City Council, in accordance with the terms of Utah Code § 10-2-419, finds that a boundary adjustment to its common boundaries with American Fork City is in the best interests of the residents of Lehi City. A map showing the location of the proposed adjustment area is attached as Exhibit A to this Resolution. The legal description of the parcel of land to be transferred from the municipal jurisdiction of Lehi City to American Fork City is set forth below:

Section 2. The City Council, in accordance with Utah Code 10-2-419, adjusts its common boundaries with the City of American Fork. The City Council finds that the boundary adjustment promotes the health, safety, and welfare of the residents of Lehi City. A legal description and map showing the location of the adjustment area are attached as Exhibit A to this ordinance. No protests were received to this action.

Section 3. The area as specifically described in the Boundary Adjustment Plat is hereby removed from Lehi City, subject to compliance with the terms and provisions of Utah Code 10-2-419.

Section 4. The City Recorder is hereby directed to file the transparent reproducible Boundary Adjustment Plat, together with a certified copy of this ordinance in the office of the

Utah County Recorder when all Provisions of Utah Code 10-2-419 have been complied with which are conditions precedent to the recordation.

Section 5. This ordinance shall become effective following subsequent publication as provided by law.

PASSED AND ADOPTED by the Lehi City Council this 9th day of December, 2014.

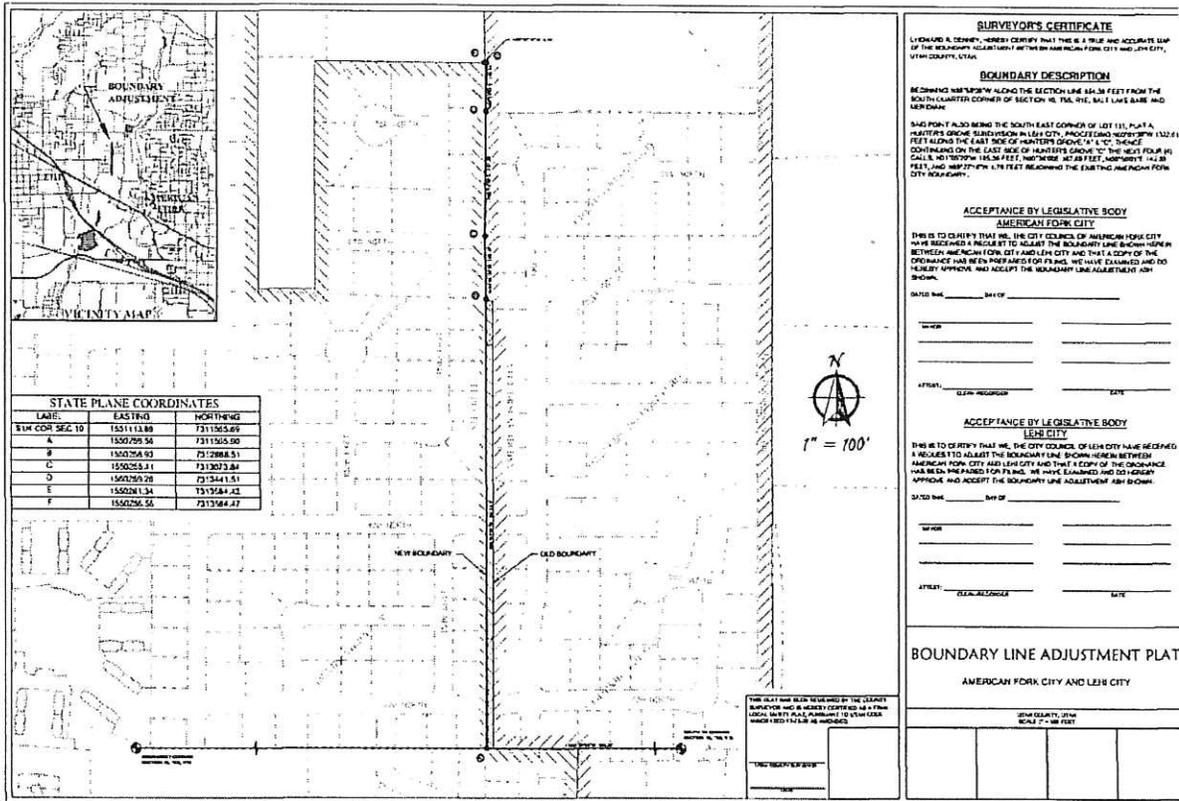
ATTEST


Bert Wilson, Mayor


Marilyn Banasky, City Recorder



Exhibit A



SURVEYOR'S CERTIFICATE

I, LEONARD B. DENNEY, HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE BOUNDARY ADJUSTMENT BETWEEN AMERICAN FORK CITY AND LEHI CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BE BEGINNING 88°18'00"W ALONG THE SECTION LINE 84.34 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, T14S, R1E, S41.1 LANE 6 AND 6.6N 6.6E AND
 SAID POINT ALSO BEING THE SOUTH EAST CORNER OF LOT 131, PLAT A, HARTER'S GRANT SUBDIVISION IN LEHI CITY, PROCEEDING 80°20'00"W 1322.1 FEET ALONG THE EAST SIDE OF HARTER'S GRANT TO A 1" CURVE CONTINUING ON THE EAST SIDE OF HARTER'S GRANT TO THE NEXT FOUR (4) CALLS AND STOPPING 18.34 FEET, THEREAFTER 84.34 FEET ADJUSTMENT 44.28 FEET AND 88°17'17"W 4.78 FEET REACHING THE EXISTING AMERICAN FORK CITY BOUNDARY.

ACCEPTANCE BY LEGISLATIVE BODY

AMERICAN FORK CITY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF AMERICAN FORK CITY HAVE RECEIVED A REQUEST TO ADJUST THE BOUNDARY LINE SHOWN HEREIN BETWEEN AMERICAN FORK CITY AND LEHI CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR THE CITY. WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE ADJUSTMENT SHOWN.

DATED THIS _____ DAY OF _____

TOWNSHIP _____

ATTEST: CLERK _____ DATE _____

ACCEPTANCE BY LEGISLATIVE BODY

LEHI CITY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF LEHI CITY HAVE RECEIVED A REQUEST TO ADJUST THE BOUNDARY LINE SHOWN HEREIN BETWEEN AMERICAN FORK CITY AND LEHI CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR THE CITY. WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY LINE ADJUSTMENT SHOWN.

DATED THIS _____ DAY OF _____

TOWNSHIP _____

ATTEST: CLERK _____ DATE _____

BOUNDARY LINE ADJUSTMENT PLAT

AMERICAN FORK CITY AND LEHI CITY

THIS PLAT HAS BEEN REVIEWED BY THE CLERK OF AMERICAN FORK CITY AND LEHI CITY AND IS HEREBY CERTIFIED AS A TRUE AND ACCURATE MAP OF THE BOUNDARY ADJUSTMENT BETWEEN AMERICAN FORK CITY AND LEHI CITY.

SCALE 1" = 100 FEET



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

Department Fire/Rescue

Director Approval 

AGENDA ITEM: Memorandum of Understanding with Utah Division of Forestry and State Lands to provide a mechanism of procurement, use and compensation for services including personnel and apparatus provided by the American Fork Fire Department outside its jurisdictional area of responsibility to the State of Utah and its cooperators.

SUMMARY RECOMMENDATION: The Fire Chief recommends approval of the Memorandum between the City of American Fork and Utah State Division of Forestry and State Lands.

BACKGROUND: It is common practice for this agreement to be updated on an annual basis. There are no substantial changes in the agreement regarding the City and Utah State Forestry and State Lands. From time to time American Fork Resources are called upon by the State to support major wildland fire or other disasters. The City has the right to not send or recall resources and personnel if local needs are not being satisfactorily addressed.

BUDGET IMPACT Total Budget Impact will be \$0.00. There is a possibility to earn revenue and back fill assignments as resources are called to assist.

SUGGESTED MOTION Move approval of the American Fork Fire & Rescue and Utah State Forestry and State Lands as it has been reviewed by Legal and the Fire Chief

SUPPORTING DOCUMENTS Agreement



**Memorandum of Understanding
Between the
Utah Division of Forestry, Fire, and State Lands
and the**

This memorandum of understanding is made by and between _____, hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the _____ County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

PURPOSE OF THIS Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

WITNESSETH:

WHEREAS it is in the best interest of the State of Utah and it's cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

The Division Agrees:

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division.
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect to Department or District's equipment annually or prior to use for mechanical soundness, safety and equipment inventory pursuant to NWCG guidelines and standards. This inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.

The Department Or District Agrees:

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence along with other documentation related to billing. The report information is required for payment. Note: if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.
3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the

Cooperative Fire Rate Agreement (Finance-100).

4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
 - A current equipment inventory list
 - Letter of Cooperator verification
 - A copy of the Cooperative Fire Rate Agreement
 - A copy of this MOU
 - Division's Cooperator Manual
 - Pre-use inspection
 - Vehicle registration and proof of vehicle insurance
6. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division (Area Office) within thirty (30) days after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: Due to administrative requirements in tracking costs, late claims received by the Division create an undue burden therefore, for every 30 days past the original 30 day deadline described above that claims are received by the Division, a 10% reduction from the invoice amount will be considered as a penalty. No claims for reimbursement will be accepted after the end of the calendar year.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
 - a. Workers' Compensation - Statutory for State of Utah
 - b. Employers' Liability;
 - i. \$100,000 each accident;
 - ii. \$100,000 each employee disease; and
 - iii. \$500,000 each policy limit disease
 - c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
 - i. Bodily injury;
 - ii. Property damage;
 - iii. Prevision liability; and
 - iv. Personal injury.

- d. Commercial automobile insurance of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.
- e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

IT IS MUTUALLY AGREED:

- 1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
- 2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.
- 3. To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement, at the rates established by the Division; provided, however, that payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.
- 4. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, unless as described in #5 below, when the Division requests services. Although, suppression action may occur under closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.
- 5. The Department or District will only bill for back fill of -permanent, full time, career paramedics and overhead firefighters at or above the Unit Leader level or, within the Operations Section, above the Single Resource level such as Task Force and Strike Team Leaders, at a rate equal to or less than the wage of the firefighter assigned under this MOU. The requesting unit may refuse to fill any position that includes back fill, portal to portal, or other entitlements charged by responding fire department resources.

6. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
7. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
8. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
9. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
10. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
11. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
12. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
13. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
14. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.
15. Fire Department Personnel, under agreement with the State, are eligible for 2 days of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days outside their area of jurisdictional responsibility. Cost of R&R will be charged to the ordering incident.
16. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
17. Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.

18. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
19. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.
20. Signature of this agreement constitutes acceptance of rates as described in the publication *2015 Fire Department Manual and Rates*

DEFINITIONS

Closest Forces:	The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
Mutual Aid:	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.
Cooperator(s):	Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.
Department or District:	Refers to the fire department or fire district that is party to this MOU.
NWCG:	The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions.
FEPP:	Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.

Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.

Fire Management: all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

SIGNATURES

Department or District:	Division of Forestry, Fire and State Lands
Address:	Address:
Phone #:	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:

County Representative: _____

Date: _____

List of Appendixes:

- A. Department or District Jurisdictional Boundary Map
- B. Completed Cooperative Rate Agreement

2015 Fire Department Manual and Rates



Utah Division of
Forestry, Fire & State Lands

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2015 Changes and Additions (Changes noted here are included in the text.)

Although S#'s are required by the state for payment an S# alone is not approval for reimbursement. Damage to rolling equipment in excess of normal wear and tear will be documented at the incident and follow Property Management Guidelines (Chapter 30) and vehicle accident incident reporting procedures. Supply numbers may be issued for repairs/replacement. All claims for damage must be approved by State Office Fire Management personnel.

If any fire department picks up additional personnel from another fire department to meet minimum staffing standards, the original fire department will be responsible to bill the state for all fire personnel and will then be required to disburse funds to the secondary fire department.

To qualify for reimbursement of per diem while on assignment, excluding travel status, list each meal not provided by the incident in the comments section on the CTR or Shift ticket daily. Resource order should state "Self Sufficient" if possible.

In those situations where incident support personnel cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR/Shift Ticket as IA in "Remarks" section as "No lunch taken due to uncontrolled fire line". If a lunch is not documented on the CTR or Shift ticket, the lunch will be automatically deducted by the State

Meal tips over 18% will not be reimbursed.

While on incident, a letter of justification for hotels will be required.

No extra payment will be made for Compressed Air Foam Systems (CAFS).

Type 1 engines not meeting minimum staffing standards (4) may be compensated as a Type 2 engine if minimum staffing is 3.

NO other equipment, other than Water Tenders and Type 1 engines, not meeting NWCG qualification and/or will be reimbursement

If a rental vehicle is utilized by EMTs and Paramedics, FFSL will reimburse rental and fuel costs incurred when costs have been properly documented. When a rental is utilized, \$100/day will be deducted from the maximum daily rate.

Length of Assignment: Standard assignment length is up to 14 days, exclusive of travel from and to home unit. One or two days R&R may be granted by the Area FMO after a 14 day assignment and is reimbursable

Preferred method of time keeping is to round to the nearest half hour.

A 5 State rate comparison was conducted. Please read manual for changes.

Command vehicles will no longer have an hourly or maximum daily rate. .55 cents per mile will be used.

Developmental equipment will be paid at a standard rate and will not be increased.

INTRODUCTION

The Utah Division of Forestry, Fire & State Lands (FFSL or the Division) Fire Department Manual & Rate Book defines the required procedures for wildland fire certification, and establishes program requirements. Payment methods are defined for Utah Fire Departments, Fire Districts (FD), and supporting agencies providing services on wildland fires outside their jurisdictional area of responsibility or during extended attack. For the purposes of this document, the term Federal Cooperator denotes federal agencies under the Department of the Interior (e.g. Bureau of Land Management, National Parks Service, Bureau of Indian Affairs, U.S. Fish and Wildlife Service) and U.S. Department of Agriculture (i.e. Forest Service).

The described procedures are designed to be used on fire management activities by fire departments and local and county government agencies. As defined in the Cooperative Fire Management Agreement, it is FFSLs responsibility to be the single hiring point for equipment and personnel obtained from Utah FDs for all resources dispatched outside their jurisdictional responsibility. The only exception is IA as described in inter-local mutual aid agreements.

It is the responsibility of the local FFSL Area Manager (or designee) to establish a Memorandum of Understanding (MOU) with fire service organizations for work on wildland fires outside their area of jurisdictional responsibility. A list of FFSL Area offices and contacts is included in this document.

Agencies using equipment or personnel from FDs are responsible for equipment and personnel timekeeping at the incident. **It is the responsibility of the FD to submit all original payment documentation from the incident, both personnel and equipment, along with a Cooperators Use Invoice to the appropriate FFSL Area office for payment.**

When five (5) or more engines are dispatched to an incident, FFSL may furnish, upon request, a liaison to ensure the FDs and the incident are made aware of their responsibilities. The role of the liaison is to ensure Cooperative Fire Rate Agreements are valid and FD resources are familiar with the IMTs procedures, (i.e. timekeeping, caterers, showers, re-supply, etc.). Although Incident Management Teams (IMT) is responsible for keeping time for all cooperators, **ALL original payment packages are to be sent home with the FD for FFSL to audit and issue payment.**

AGREEMENTS

FFSL is a party to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement. This agreement defines the relationships and procedures for working with Federal Cooperators on wildland fires in Utah. Clause 10 under Section IV, Interagency Cooperation, states, "The local, city, and county fire resources are considered resources of the state." It also directs that, "The state will maintain all required agreements with those entities." FFSL maintains a Wildland Fire Protection Agreement with every county. If a FD chooses, they may enter into a MOU with FFSL.

The MOU becomes an addendum to the county Wildland Fire Protection Agreement. This document provides a mechanism for procurement, use and compensation for FD resources outside their jurisdictional area of responsibility and/or during extended attack. This procedure is reinforced and restated in the current statewide Annual Operating Plan (AOP) to which all wildland fire management agencies in Utah are party. Section 2.6.1 states, "Local fire departments that respond to fires outside their area of statutory authority will establish a MOU with the FFSL." Local AOPs further define the specific roles and responsibilities of wildland fire management agencies. Each interagency dispatch zone has an AOP.

SIGN-UP PROCEDURE

Eligible FDs are to contact the local FFSL Area office. Contact information is listed in the Reference Section of this document. Division personnel will assist the FD in establishing an MOU with FFSL. This MOU defines the roles and responsibilities of each party.

The FD will also develop a Cooperative Rate Agreement (FM 100) as part of the MOU. The FM 100 will identify all equipment available for fire assignment, set hourly rates, and identify minimum and standard staffing levels for each piece of equipment. Minimum staffing levels are defined by National Wildfire Coordinating Group (NWCG) standards. See the FM 100 general provisions in the Reference Section.

Nothing in the MOU commits the FD to make equipment or personnel available to fire assignments outside their jurisdictional responsibility. The FD may restrict resource availability in order to provide an adequate level of fire protection on lands within their jurisdictional boundary or service area.

All equipment identified in the Cooperative Rate Agreement with FFSL will be inspected prior to use. FFSL will conduct annual pre-season inspections of all equipment listed on the Rate Agreement to ensure mechanical soundness; safety and that equipment inventory meet the requirements set forth in this document.

Once the department has established a MOU and Rate Agreement with FFSL, and the equipment is found to be in safe working condition, it will be listed at the local interagency dispatch center. It will be the responsibility of the Division to notify the Dispatch Center when equipment and/or personnel are available for dispatch and the duration of the availability.

If an inspector has been to a fire department and the fire apparatus was not available for inspection, or apparatus has been repaired due to failing the inspection, a 12-point inspection will need to be done by the local Utah Highway Patrol (UHP). A copy of the passed inspection must be provided to the Area FMO.

New equipment that is ready to be added to a rate agreement, after the inspector has already been to the Area, will only be signed-up as incident only. This applies to equipment that is not on an MOU or equipment that has not submitted a 12 point inspection to the local FMO. Rates will be 66% lower than the established rate. FEPP will be at 56% lower than the established rate.

ASSIGNMENTS

In order for FD resources to be eligible for reimbursement under the MOU, they must be requested or approved by the Division or its Federal Cooperators. Payment will be made only for fire suppression activities on lands outside the FDs established jurisdictional boundaries or on state or federal lands within the FDs jurisdictional boundaries when requested by the jurisdictional agency. Independent action taken by the FDs on lands owned by the state or federal government is not eligible for reimbursement without immediate notification to the Division and approval of the agency having jurisdiction. Although action may occur under "closest forces" or mutual aid, in order to protect the FDs jurisdiction or neighboring jurisdictions during IA, reimbursement should not be assumed.

The Division's Area duty officer must approve resources dispatched outside of the local interagency fire center dispatch zone.

Initial Attack. (IA) A FD may be the first and/or only resource to respond to a wildland fire on behalf of FFSL or its Federal Cooperators. In this case, the FD must be able to communicate by radio with

the local interagency fire center. Communication must include, but not be limited to, fire size-up, fire status, and accurate location, as well as times on-scene, returning to station and out-of-service. Radio frequencies, Size-Up and reporting forms are available at your local FFSL area office.

If there are no state or federal engines on the fire the FD resource may also be expected to provide other information regarding the incident in the form of a Fire Report. The information in the Fire Report is necessary to process the invoice for reimbursement to the FD. On small IA fires, the local interagency fire center may or may not issue a Resource Order.

Extended Attack. When dispatched to an extended attack incident, it is required that a Resource Order be obtained from the local dispatch center. This will be used to track equipment and personnel while assigned to the incident and is necessary for the billing process. The interagency dispatch center will inform the resource where to report. Once on the incident, equipment and personnel must check-in with incident management and provide required documentation (e.g. Resource Order and Cooperative Rate Agreement)

If an IMT is managing the fire check-in takes place in the Planning Section and a copy of the Cooperative Fire Rate Agreement must be provided to the Finance Section. On a smaller incident, check-in and confirmation of the Rate Agreement may be handled by the Incident Commander (IC).

A Vehicle/Heavy Equipment Inspection may be required at check-in. A copy of the inspection is kept with the vehicle at all times. If equipment is damaged on the incident, the inspection document is required to verify the condition of the equipment prior to use on the incident.

Claims for damaged vehicles and equipment must be reported to the jurisdictional agency or IMT and to a Division representative upon arrival home. All equipment and supplies that were used on the incident should be restocked before leaving the incident. While on the incident a Supply (S) Number must be obtained for items that cannot be replaced on the incident. Although this is required by the state for payment an S# alone is not approval for reimbursement.

Damage to rolling equipment in excess of normal wear and tear will be documented at the incident and follow Property Management Guidelines (Chapter 30) and vehicle accident incident reporting procedures. Supply numbers may be issued for repairs/replacement. All claims for damage must be approved by State Office Fire Management personnel.

Resources will be tracked by the local interagency fire center by use of systems such as Resource Ordering and Status System (ROSS) or Wildland Fire Computer Aided Dispatch (WildCAD). Resources will comply with Incident Command System (ICS) / National Incident Management System (NIMS) demobilization procedures and will never “self-demobilize” from an assigned incident. When released from an incident, a release inspection and post-inventory may be required on equipment. Ensure Emergency Equipment Shift Tickets (Shift Tickets) are complete and **signed**. A performance evaluation should be completed whenever possible. Length of Assignment: Standard assignment length is up to 14 days, exclusive of travel from and to home unit.

Time Keeping In all cases, a Shift Ticket for equipment and Crew Time Report (CTR) for additional personnel or single resource must be completed and signed at the end of each operational period. Any piece of equipment that is rotating personnel must clearly show the hours of the personnel that are being rotated. The line supervisor or IC must sign the CTR and/or Shift Tickets and **legible copies** must be turned into finance daily. **Original copies (pinks for the Shift Ticket and white for the CTR) must be submitted with the invoice to the FFSL Area office.** It is advised that the FD keep a legible copy for internal records. Preferred method of time keeping is to round to the nearest half hours.

Compensable meal periods Personnel on the fireline may be compensated for their meal period if all the following conditions are met:

- ❑ The fire is not controlled, and
- ❑ The Operations Section Chief makes a decision that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
- ❑ The compensable meal break is approved by the supervisor and documented on the CTR and/or Shift Ticket at the next level and it is documented on the CTR, SF-261.
- ❑ In those situations where incident support personnel cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR/Shift Ticket as IA in “Remarks” section as “No lunch taken due to uncontrolled fireline with further explain such as structure protection or to meet daily objections”. If a lunch is not documented on the CTR or Shift ticket, the lunch will be automatically deducted by the State

Prescribed fire (RX) and other fire management projects: Under the direction of the Division, the MOU may be used for procuring personnel and equipment for other fire management activities such as fuels mitigation and RX projects, inside and outside the FD jurisdictional area. Project work conducted for federal agencies must be performed under the conditions of agreements specific to their agency specific procurement requirements.

All Risk Assignments: It is common for wildland fire resources to assist with non-fire incidents. The ability to mobilize a large and versatile workforce, skilled and knowledgeable in ICS, has proven invaluable in recent disaster recovery efforts. When requested under the authority of the Stafford Act, it is possible for Utah state resources to assist with these incidents. However, such incidents must have a presidential declaration of disaster before our services are eligible for reimbursement. All such incidents must be handled on a case-by-case basis. Be sure to check with the local FFSL Area office before accepting all risk assignments under the MOU program.

PAYMENT PROCEDURE

For the FD to receive prompt payment for assignments outside their area of jurisdictional responsibility, it is imperative that the correct documentation is submitted in the appropriate time frame. Claims for reimbursement **must be submitted to the local FFSL Area office within 30 days after release from an incident**. For every 30 days past due, beyond the original 30 days described, 10% may be deducted from the invoice amount as a penalty. **No request for reimbursement will be accepted after the end of the calendar year**. Invoices and claims submitted with incomplete documentation will be returned to the FD and not processed until all required documentation is received by the Division. Necessary forms are listed below.

- If any fire department picks up additional personnel from another fire department to meet minimum staffing standards, the original fire department will be responsible to bill the state for all fire personnel and will then be required to disburse funds to the secondary fire department.
- Reimbursement request will, at a **minimum**, contain the Cooperators Use Invoice form, original Shift Tickets (OF 297) and/or CTRs (OF 261), a copy of the Resource Order (if on a Type I or II incident), and any “S” numbers, if issued..

- Items requested for resupply will need a General Message form (213 ICS) identifying item, Property Loss or Damage Report (OF 289) signed by finance/claims, the IC or a Division representative, a Replacement Acquisition form (OF 315) for items available through the national cache system signed by the IC and Supply, and/or a Claim for Loss of Personal Property (OF 95). On larger incidents the Incident Business Advisor (IBA) approves non-cache items. The Agency Administrator (AA) and FMO should also be included.
- Accident claim for reimbursement will need to have a Motor Accident form from the FD. If the FD does not have a form, a Motor Accident Form (SF 91) and Witness Statement form (SF 94) will need to be completed. All forms must be approved by finance/claims or the IC if a finance section is not available. A Division representative must be notified immediately.
- While on an incident, if personnel are sick or injured, and a medical claim was filed, the FD Workman's Compensation form must be used. Be sure to meet the timeline requirements on first notification for Workman's Compensation, i.e. – the documents must be filed within a certain time frame or will not be accepted.

TRAINING AND CERTIFICATION

FDs entering into a MOU with FFSL must meet NWCG training and qualification standards for the position they are filling on the incident, for fire assignments outside the local interagency dispatch zone.

FFSL has established a developmental standard for FDs working toward becoming fully qualified under NWCG standards. Under this classification, all firefighters are required to be certified, Red Carded wildland firefighters, however; the engine is not required to have a fully qualified Engine Boss (ENGB) in command. This classification has a separate and lower rate structure. Federal agencies may not accept this standard and may require that FD resources meet NWCG standards when operating on lands under federal jurisdiction.

FD personnel receive their Red Cards, official documentation of NWCG qualification, through the Utah Fire Service Certification System. Firefighters with structure fire certifications may be eligible to take the same training through the Skills Crosswalk. This program recognizes portions of the structure fire curriculum as equivalent to portions of NWCG wildland fire training. Firefighters that qualify for this program can significantly reduce the total training hours required to certify for these positions. For information on the Skills Crosswalk or training requirements for additional positions contact your local FFSL Area office.

The training requirements to reach the Single Resource ENGB position are listed below.

Position:	NFPA	WFF1	WFF2	
	NWCG	FFT2	FFT1	ENGB
Required Training	S-130 S-190 L-180 I-100 IS-700	S-131 S-133 Completion of the FFT1 Position Task Book S-211 S-212	S-230 S-231 S-234 S-260 S-270 S-290 I-200 L-280 Completion of the ENGB Position Task Book	

Currently the Utah Fire Service Certification System has developed certifications for Wildland Firefighter 1 & 2 (WFF1 / WFF2) or NWCG Firefighter Type 2 & 1 (FFT2 / FFT1). The process for becoming certified is outlined in certification standards available from the Certification Office at the Utah Fire and Rescue Academy (UFRA) in Provo, Utah. There is also information available online at: www.uvu.edu/ufra/. The process is outlined below.

1. Training

There are several opportunities to receive training. UFRA or the local FFSL Area offices can provide the required training at no cost to the FD. Much of this training can be delivered to the FD and presented according to the needs and scheduling availability of the participants. Regardless of the source of the instruction provided, all training must be standardized and prepare trainees for subsequent testing through the Utah Firefighter Certification System.

2. Testing

Upon successful completion of training, all participants are required to take the State Certification Manipulative Skills Test and a written exam. Testing must be scheduled at least 30 days in advance. The written test consists of 100 questions, and students must score 70% or better to pass. Participants must produce a training record at the time of testing indicating the student has been trained and passed an in-house manipulative skills test. The state certification manipulative skills test is a random sampling of three skills. The student is given two attempts, if necessary, to successfully perform each skill. A list of manipulative skills as well as testing procedures is listed in the certification standards and available from the Certification Office at UFRA.

3. Pass the physical fitness test

Once notification of passing the written exam and manipulative skills tests have been received, the physical fitness test must be taken, as identified in the certification standard. This test can be administered in-house and verified by the FD Chief. To remain current, the physical fitness test is required to be taken annually.

4. Certification

Once the testing and physical fitness requirements are completed, the FD Chief or administrator may apply for certification using the official Request for Certification form. The proper documentation containing testing results must be submitted to the UFRA Certification Office. UFRA will then issue a Red Card with appropriate NWCG qualifications listed.

All Red Cards are valid for one year from the date issued.

Some NWCG qualifications are not currently offered through the Utah Fire Service Certification System, but may be obtained through a combination of other NWCG certified training and experience on wildland fire incidents. Documentation of this training and experience (i.e. position task books) can be presented to the FFSL Area office upon completion. The Area Office then forwards the documentation to the state Training Committee. After review and approval by the state Training Committee, issuance of Red Cards showing NWCG qualifications will be requested by the FD from the Certification System.

Individuals serving on structural engines deployed outside the local dispatch zone for structure protection will, at a minimum, be certified at the National Fire Protection Association (NFPA) WWF1 level as well as NWCG FFT2.

WILDLAND FIRE PERSONAL PROTECTIVE EQUIPMENT

FDs entering into a MOU with FFSL will be required to wear appropriate personal protective equipment (PPE) while engaged in fire suppression activities. The local FFSL Area office can assist in acquiring wildland fire PPE. Required PPE is listed below.

1. Boots: All leather, lace-up type, minimum 8 inches high with lug-type soles and are in good condition (steel toe boots are not allowed).
2. Hard Hat: Plastic, Class B, ANSI Z89.1, 1986, OSHA approved, with chin strap. Note: Hard hat meeting NFPA Standard 1977, 2003 Edition, is required.
3. Gloves: One pair of heavy-duty leather gloves per person.
4. Eye Protection: One pair per person (meets standards ANSI 287, latest edition).
5. Head Lamp: One lamp per person with batteries and attachment for hard hat.
6. Canteen: One quart size, two per person required, four per person recommended (filled prior to arrival at incident).
7. New Generation Fire Shelter: One serviceable shelter per person.
8. Flame Resistant Clothing: Shirt and trousers for fireline duties, flame resistant clothing must:
 - a. Self-extinguish upon removal from heat source.
 - b. Act as an effective thermal barrier by minimizing conductive heat transfer.
 - c. Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - d. Be manufactured from flame retardant treated (FRT) cotton, FRT rayon, FRT wool, aramid (nomex), or other similar fabric. Must be NFPA 1977 compliant
9. Turn-out Gear (structural engines only).

ENGINES AND WATER TENDERS

Classifying:

When classifying engines and water tenders, all of the requirements for both equipment and staffing must be met and must be certified. An MOU and FM 100 must be signed by the FD Chief, or a designee, stating that both equipment and staffing meet the minimum requirements. The FFSL State office must sign the FM 100 for it to be valid. Equipment lacking this certification will not be enrolled in

the MOU program and is not available for reimbursement. Prior to dispatch, it is the FDs responsibility to submit the certification/agreement (FM 100) to the FFSL area office.

Tank Baffling:

The water tanks must be equipped with partitions which reduces the shifting of the water load. Engines need to have the water tank baffled in a manner that conforms to NFPA Standards for Mobile Water Supply Apparatus, or the American Society of Mechanical Engineers standards.

Training Requirements (Engines and Tactical Water Tenders only)

Engines and tactical water tenders must have a qualified ENGB in command to meet NWCG standards. However, a developmental classification will be accepted while operating within the local interagency dispatch zone. All crew member(s) need to be qualified to at least the NWCG FFT2 or NFPA WFF1 level.

Additional Requirements:

When fully loaded, including operators and accessory equipment, the vehicle will conform to manufacturer's gross vehicle weight rating (GVWR), or state highway gross vehicle weight (GVW) limits, whichever is less. This includes balancing the load in a manner that all axle weights comply with the manufacturer's gross axle weight rating.

Vehicles shall be configured in a manner that vehicle center of gravity is within the design limits of the equipment.

ENGINE REQUIREMENTS

The following information applies to both structural and wildland engines.

At the time of the pre-season inspection, the FD must provide a complete inventory list of the firefighting accessories on the vehicle. A copy of the inventory must be given to the FFSL fire warden. In addition, while on an incident, the inventory may be requested by the Procurement Unit. The required inventory list is in the Reference Section.

Additional Training Requirements:

Individuals serving on structural engines, deployed outside the local interagency dispatch zone, for structure protection must, at a minimum, be certified at the wildland FFT1 level as well as structural Firefighter 1.

Classification for Engines:

MINIMUM STANDARDS: The following guide is to aid in the classification of engines. When typing equipment, all standards must be met for the equipment to be qualified to NWCG standards. Failure to meet any standard will place the equipment in a lower type or lead to disqualification from the MOU program.

Components	Engine Classifications Minimum Standards For Type						
	1*	2*	3	4	5	6	7
Pump Capacity (GPM at PSI)	1000+ 150	250+ 150	150 250	50 100	50 100	30 100	10 100
Tank Capacity	400+	400+	500+	750+	400-750	150-400	50-200
Hose, 2 ½" (feet)	1200	1000	--	--	--	--	--
Hose, 1 ½" (feet)	400	500	500	300	300	300	--
Hose, 1" (feet)	-0-	-0-	500	300	300	300	200
Ladder (feet)	**48'	**48'	--	--	--	--	--
Master Stream (GPM)	500	--	--	--	--	--	--
Personnel (minimum number)	4	3	3	2	2	2	2

*Type 1 and 2 structural engines must meet minimum specifications of NFPA 1901.

**This includes 24' extension ladder, 14' roof ladder and 10' attic ladder for a total of 48'.

Guide for Apparatus Classification NFPA Minimum Standards for Structure Fire Apparatus

Purpose: This guide was developed to aid those not familiar with structural fire apparatus, but who have a need to access the capabilities and minimum equipment standards required of this apparatus to function within a particular ICS type (for dispatch and payment purposes).

Standards for Structural Fire Apparatus: The following is a list of equipment deemed necessary for structural apparatus to operate safely and efficiently on the fire ground. This list, while not complete, is taken from NFPA Standards 1901, 1903, and 1904, 2003 editions. Type 1 and 2 engines would be expected to follow these requirements and to include the equipment when in the structure firefighting mode. These NFPA Standards should be consulted if additional information or equipment listing is needed.

Universal Requirements:

- All hose and appliance thread must meet the national standard, not iron pipe or others.
- Adapters are acceptable.
- A red flashing light, or lights visible through 360 degrees in a horizontal plane, must be installed. In addition, a pair of flashing, oscillating or rotating warning lights must be affixed on the front of the vehicle facing forward and below the windshield level with another pair affixed at the back of the vehicle facing to the rear. An intersection light must be affixed between the front wheel and the front of the vehicle on each side.
- Two universally mounted sealed beam rear lights must be provided.
- Audible warning equipment in the form of one automotive horn and one electric or electronic siren must be provided.
- The ignition key, if any, cannot be removable.

NFPA 1901, 2003 Edition – Additional Standards for Type 1 and 2 Engines

- Axes, 1 each, pick head and flat head, 6lb.
- Ladders, 1 each, 14 ft. roof (folding hooks) and 24 ft. 2-section extension.

- Suction hose, minimum of 15 ft.
- Pike pole or plaster hook, 1 each, 6 ft.; and 1 each, 8 or 10 ft.
- Hand lights, portable, 2 each.
- Fire extinguisher, portable, 2 each, 80 BC Dry Chem. Or 10 BC CO2.
- Fire extinguisher, 1 each, 2-½ gal water.
- One double female swivel connection with pump intake threads on one end and one or more 2 ½" female connections with National Standard hose thread on the other.
- SCBA, 1 each for each firefighter; 30-minute positive pressure, NFPA 1981 compliant. (Type I and II structural engines only)
- SCBA spare cylinders, 1 each for each SCBA carried, for SCBA type used. (Type I and II structural engines only)
- First Aid Kit, 1 each, 24 unit
- Combination fog nozzles, 2 each, 200 GPM minimum; 2 each, 95 GPM minimum
- Double male, 2 each and double female, 2 each (sized to fit hose used).
- Double-gated reducing wye, 1 each (sized to fit hose used).
- Hydrant wrench, 2 each, combination spanner wrench, 4 each
- Two wheel chocks (meets industry standards)
- Rubber mallet, 1 each, suitable for loosening suction hose connections

Structure Engine Inventory listed in the Reference Section

WATER TENDER REQUIREMENTS

Tactical Water Tenders

Tactical water tenders (WTT) are intended for use in the following tactical operations; in support of urban interface incidents when structures are involved, for use on the fireline or in direct support of fire suppression activities. Tactical use is defined as “direct fire suppression missions such as; pumping hose lays, live reel use, running attack and use of spray bars and monitors to suppress fires”.

Non-Tactical Water Tenders

Non-tactical water tenders (WAT) are intended for use in the following operations, dust abatement, water transfer and unloading into a port-a-tank or engine. Water tenders will not be used in direct suppression activities.

Water tenders must have a spreader bar or other apparatus that is capable of broadcasting an even spray.

Training Requirements

Non-tactical water tender operators need to be qualified at the NWCG FFT2 or NFPA WFF1 wildland firefighter 1 level if supporting suppression activities on the fireline.

Water Tender and Tactical Water Tender Classification

Components	Minimum Standards Non-Tactical Water Tender (WAT)		
	1	2	3
Pump capacity (GPM)	300	200	200
Tank capacity (Gallons) (5000	2500	1000
Off Load capacity (GPM)	300	200	200
Maximum Refill Time (minutes)	30	20	15
Components	Minimum Standards Non-Tactical Water Tender (WAT)		
Personnel	1	1	1
Drafting Capability or refill pump	Yes	Yes	Yes

Components Type	Minimum Standards Tactical Water Tenders (WTT)		
	1	2	3
Tank Capacity (gallons)			
Minimum	2501	1499	1000
Maximum	NONE	2500	1500
Pump Minimum Flow (gpm)	250	250	250
@ rated pressure (psi)	150	150	150
Hose (feet)			
Live Hose Reel ¾ inch ID	100	100	100
Spray Bar or Equivalent (Monitor)	Yes	Yes	Yes
Pump and Roll	Yes	Yes	Yes
Foam Proportioner System	Yes	Yes	Yes
Drafting Capabilities - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes	Yes
Personnel (minimum)	2	2	2

Minimum Required Components for Water Tenders can be found in the Reference Section.

VEHICLE, EQUIPMENT AND PERSONNEL RATES

General

FD engines and equipment entering into a MOU with FFSL may be reimbursed using two different rate structures; NWCG fully qualified and Developmental. **However, both must meet NWCG minimum staffing requirements listed below.**

- NWCG fully qualified: personnel training and qualifications must meet all NWCG standards. A single resource ENGB must be in command of the engine or tactical water tender to be fully qualified. Equipment may be available, at the FD Chief's discretion, for dispatch anywhere inside or outside the local interagency dispatch zone.
- Developmental: equipment must meet the minimum inventory set forth in the Reference Section. Personnel must be qualified at least to NWCG FFT2 or NFPA WFF1. Equipment under this classification is only available for assignment within the local interagency dispatch zone.
- Developmental equipment will be paid at a standard rate and will not be increased.

Standard Rate Structure

FD equipment will normally be compensated at an hourly rate.

FD Engines			
Class	Developmental Rate Adjusted	Fully Qualified NWCG	# Persons
T1 Engine	NA	\$241	4
T2 Engine	NA	\$210	3
Wildland Engines			
T3 Engine	\$145	\$185	3
T4 Engine	\$124	\$165	2
T5 Engine	\$117	\$154	2
T6 Engine	\$113	\$144	2
T6 Engine / Gamma Goat	\$113	\$144	2
Water Tenders (Tactical)			
T1 Tender	\$118	\$150	2
T2 Tender	\$109	\$140	2
T3 Tender	\$100	\$120	2
Water Tenders (Non-Tactical)			
T1 Tender	NA	\$115	1
T2 Tender	NA	\$105	1
T3 Tender	NA	\$100	1

Federal Excess Personal Property

Some fire service organizations have on loan FEPP equipment.

All FEPP vehicles must be painted to distinguish them from military vehicles before they are eligible for reimbursement under this program.

The rate for this equipment is determined by using two-thirds (66%) of the rate that best fits the equipment. Equipment rates are composed of an operating and depreciation component. The two-thirds rate is intended to cover operating expenses of the equipment. Since the title of FEPP equipment stays with the federal government, and depreciation is not an appropriate expense for the FD, the reduction in rate reflects the calculated depreciation amount for the equipment.

FD Rates FEPP Engines			
Class	Developmental Rate	Fully Qualified NWCG	# Persons
T1 Engine	NA	\$189	4
T2 Engine	NA	\$160	3
Wildland Engines			
T3 Engine	NA	\$138	3
T4 Engine	\$112	\$123	2
T5 Engine	\$106	\$117	2
T6 Engine	\$101	\$115	2
Water Tenders_(Tactical)			
T1 Tender	\$98	\$113	2
T2 Tender	\$92	\$107	2
T3 Tender	\$81	\$97	2
Water Tenders (Non-Tactical)			
T1 Tender	NA	\$83	1
T2 Tender	NA	\$77	1
T3 Tender	NA	\$73	1

Other Provisions

- For additional personnel, increase the hourly rate \$25 per person, per hour (NWCG and Developmental). Additional personnel when requested must be approved by the incident. Additional personnel must be agreed to by the FD, and FFSL. Actual staffing will be recorded on the equipment Shift Ticket. Any additional personnel, beyond standard staffing, must be listed on a CTR.
- No reimbursement will occur for equipment not meeting NWCG minimum staffing requirements on out of area assignments.
- Tactical water tenders that do not have two people listed on the Shift Ticket, one as an ENGB, will only be paid as “support” water tender. “Tactical” must be printed on the Shift Ticket for payment as a tactical tender.
- Type 1 engines not meeting minimum standards (4) may be compensated as a Type 2 engine if minimum staffing is 3
- If engine/crew personnel are switched out during an incident and the swap results in a change in qualifications (ENGB replaced with FFT1/WFF2), the rate will be adjusted at that time to reflect the appropriate rate, qualified or developmental.

NO other equipment, outside of Tactical Water Tenders and Type 1 engines, not meeting NWCG qualification will be reimbursed.

Rates for additional FD equipment and personnel are listed above. Any additional equipment, EMTs or paramedics must be listed on the Cooperative Rate Agreement and approved by the Division.

FD Rates Miscellaneous Equipment		
Rates were determined after a comparison study was completed between geographic areas.		
Additional Equipment		
	Hourly Rate	Maximum Daily Rate
Pumpkin/Porta Tank(min. 1500 gal)	N/A	\$85
Portable pumps > 200 GPM (order specifically)	\$17	\$135
ATV – 4 Wheel Drive	\$11	\$100
UTV – Gators / side by side	\$13	\$125
Command Vehicle (Only hrs. USED on Fireline when requested)	.55 per mile**	n/a
Sedan/ Van/Station Wagon	.55 per mile**	n/a
4X2 Truck	.55 per mile**	n/a
4X4 Sport Utility	.55 per mile**	n/a
4X4 Truck	.55 per mile**	n/a
Mechanic Service Truck with operator (For minimum requirements refer to IIBMH)	\$100	\$892
Communications / Command / RV, w/operator	\$120	\$1440
Truck tractor w/Trailer (Lowboy, w/operator	\$3.70/mile or \$70 Hour*	\$840
Truck tractor w/Trailer no standby operator	\$70	\$840
Chainsaws (ordered specifically)	\$8	\$50
Generators 35 kw – 70 kw	\$15	\$175
Command Post Vehicle RV w/operator	\$115	\$1260
Chipper 14" or > – Includes truck w / operator	\$65	\$910
Ambulance ALS 2 staff 24 hours***	\$157	\$2205
EMT Basic /Medic Kit/Agency Owned Vehicle	\$46	\$600****
EMT Advanced/Medic Kit/Agency Owned Vehicle	\$54	\$700****
Paramedic/Medic Kit/Agency Owned Vehicle	\$62	\$800****

* *Whichever is greater for transport.*

** *55¢ per mile will only be reimbursable when mileage is verified on shift ticket.*

*** *Hospital transport may be charged at the prevailing ambulance service area rate, not the rate under this agreement. If ambulance leaves standby position at incident, \$157 will be deducted for each hour. Ambulance is a 24 hour daily rate.*

**** *Hourly and Daily Maximum rates include vehicle costs. If a rental vehicle is utilized, FFSL will reimburse rental and fuel costs incurred when costs have been properly documented. When a rental is utilized, \$100/day will be deducted from the maximum daily rate.*

Daily Rate: Equipment paid by a daily rate is based on a calendar day (0001-2400). For partial days worked, either at the beginning or ending time of hire, payment will be based on 50% of the daily rate for shifts of less than 8 hours. **Wet Rate:** The cost of fuel, oil and other lubricants or additives are included in the hourly or daily rate and the FD is responsible for this cost.

Personnel Positions

Overhead Position	Rate
FFT2/EDRC	\$25
FFT1	\$25
ICT 5 ENOP BCMG, EQTR	\$25
SRB, FOBS ESDS	\$25
ST Leader, SOFR, TFUL	\$29
Unit Leader	\$36
DIV, ICT3, SOF2	\$39
Section Chief Type-2	\$45

EMTs and Paramedics: all EMTs and Paramedics dispatched outside their interagency dispatch zone will be “line qualified”, meaning the individual must have a minimum qualification of FFT2 (NWCG) / WFFI (UFRA) with a current red card with an arduous fitness rating and a current EMT or Paramedic card issued by the Utah Dept. of Health, Division of Emergency Medical Services.

All EMT and Paramedics must have a Resource Order from the interagency dispatch center that must have “with kit and 4x4 vehicle” in the special needs or comment section in order to be reimbursed. This will also enable the EMT or Paramedic to be resupplied by the incident for items expended from their kit. Kit contents are listed in the Reference Section.

Backfill: Backfill refers to a situation when a career FD has to maintain a required staffing level after sending firefighters outside their jurisdictional area to provide assistance to another jurisdiction. Additional firefighters are called in to cover the shift of the firefighters leaving the home jurisdiction. The cost for these additional backfill firefighters is charged to the requesting jurisdiction; however, this practice is generally discouraged. The requesting unit may refuse to fill any position that includes backfill, portal to portal, or other entitlements charged by responding fire department resources. The Division will only agree to pay backfill costs of permanent, full-time, career paramedics and firefighters serving in an overhead position at or above the Unit Leader level or, within the Operations Section, above the Single Resource level (e.g. Task Force or Strike Team Leaders), at a rate equal to or less than the actual salary paid by the fire department of the firefighter assigned under this MOU

Heavy Equipment

All heavy equipment is required to be equipped with certified rollover protection, a safety canopy, an approved spark arrester (if not turbo charged) on all naturally aspirated engines, axe or Pulaski, shovel, fire extinguisher (minimum 10:BC rating), headlights, backup lights and backup alarm.

Dozer (or crawler tractor with dozer blade): Included in the rate is an operator (DOZ operator does not have to be Heavy Equipment qualified (HEQB) but a qualified HEQB must supervise DOZ operations), FD provided support for pilot cars, fuel, maintenance, operator transportation and hauling/transporting permits, if required.

Type	Engine Net HP At Flywheel	Hourly Rate	Daily Rate Maximum	How to Hire
3	50 HP – 99 HP	\$105	\$1470	Wet
2	100 HP – 199 HP	\$152	\$2130	
1	200 HP and Greater	\$184	\$2572	

Refer to Chapter 20 of the Interagency Incident Business Management Handbook (IIBMH) for make and model within each type.

Road Grader: Included in the rate is an operator (grader operator does not have to be HEQB but a qualified HEQB must supervise grader operations), FD provided support for pilot cars, fuel, maintenance, operator transportation and hauling/transporting permits, if required.

Type	Engine Net HP at Flywheel	Hourly Rate	Daily Rate Maximum	How to Hire
4	75 HP – 114 HP	\$110	\$1320	Wet
3	115 HP – 144 HP	\$125	\$1500	
2	145 HP – 199 HP	\$135	\$1620	
1	200 HP – 250 HP	\$200	\$2400	

Refer to Chapter 20 of the IIBMH for make and model within each type.

Other Rates: Rates for equipment or services not listed here will be negotiated during a pre-season sign-up period.

Equipment not signed up under this agreement may be hired as needed on an incident. Any agreements made under these circumstances will be for the duration of the incident and under a different rate structure.

REFERENCE SECTION

Utah Division of Forestry, Fire & State Lands Directory

Main Salt Lake Office	
<p>Matt Snider State Fire Management Officer, Acting 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 801-538-5389 phone 801-875-1096 cell mattsnider@utah.gov</p>	<p>Jane Martinez Fire Incident Business Specialist 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 801-538-5427 phone 801-541-6764 cell janemartinez@utah.gov</p>
Bearer Area	Wasatch Front Area
<p>Counties Served: Box Elder, Cache, Rich, Weber</p> <p>Dusty Richards Fire Management Officer 1780 N Research Parkway, Suite 104 Logan, Utah 84341 435-752-8701 phone 435-890-2071 cell dustinrichards@utah.gov</p>	<p>Counties Served: Utah, Davis, Morgan, Salt Lake, Tooele</p> <p>Dave Vickers Fire Management Officer 1594 West North Temple, Suite 3520 PO Box 145703 Salt Lake City, Utah 84114-5703 801-538-5351 phone 801-554-8984 cell dvickers@utah.gov</p>
Northeast Area	Central Area
<p>Counties Served: Daggett, Duchesne, Summit, Uintah, Wasatch</p> <p>Steve Rutter Fire Management Officer 2210 S Hwy 40 Suite B Heber City, Utah 84032 435-671-3327 cell stephenrutter@utah.gov</p>	<p>Counties Served: Juab, Millard, Piute, Sanpete, Sevier, Wayne</p> <p>Fred Johnson Fire Management Officer 1139 N Centennial Park Dr. Richfield, Utah 84701 435-896-5697 phone 435-851-1546 cell fredjohnson@utah.gov</p>
Southwest Area	Southeast Area
<p>Counties Served: Beaver, Garfield, Iron, Kane, Washington</p> <p>Mike Melton Fire Management Officer 585 North Main Street Cedar City, Utah 84721 435-586-4408 phone 435-590-4712 cell mikemelton@utah.gov</p>	<p>Counties Served: Carbon, Emery, Grand, San Juan</p> <p>Rudy Sandoval Fire Management Officer 319 N. Carbonville Rd. Suite D Price, Utah 84501 435-613-3770 phone 435-650-0114 cell rudysandoval@utah.gov</p>

Cooperator Letter



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Forestry, Fire and State Lands

BRIAN L. COTTAM
Division Director / State Forester

February 4 2015

To Whom It May Concern:

The Utah Fire Departments are Cooperators of the State of Utah. It is recognized, under the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the State of Utah and the federal land management agencies, as state-controlled suppression resources when dispatched outside their area of responsibility.

They should be treated and tracked as a cooperator crew and/or equipment (Crew Time Reports, Emergency Firefighter Time Report, Emergency Equipment Shift Ticket, etc.). They have copies of the Utah CFMA with the federal land management agencies, the state-wide Annual Operating Plan, and the State/County Cooperative Agreement.

By Agreement, these resources will be paid by the State of Utah when used on federal fires inside the State of Utah or any out-of-state fires regardless of ownership/administration. For federal fires within the state, reimbursement to the state for these resources is made as part of the overall settlement between the State and federal land management agencies for all fires. Out-of-state fire costs are billed by the state to the appropriate fire billing processing center depending on jurisdictional agency responsible for the fire. The original documentation must be returned with the suppression resource!

Should you have questions concerning these resources, contact:

Matt Snider
State Fire Management Officer
Office: 801-538-5389
Cell: 801-875-1096

Shane Freeman
Assistant State Fire Management Officer
Office: 801-538-5501
Cell: 801-560-1072

Sincerely,
Handwritten signature of Matt Snider in black ink.

Matt Snider
State Fire Management Officer

1594 West North Temple, Suite 3520, PO Box 145703, Salt Lake City, UT 84114-5703
telephone (801) 538-5555 • facsimile (801) 533-4111 • TTY (801) 538-7458 • www.forestry.utah.gov



Cooperative Rate Agreement- FM 100

Page 1 of

AS PART OF THE _____ COUNTY AGREEMENT
 AND WITH
 THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER:							
(1) FIRE DEPARTMENT NAME (COOPERATOR)		(5) FFSL AREA OFFICE					
(2) ADDRESS		(6) ADDRESS					
(3) CITY, STATE, ZIP CODE		(7) CITY, STATE, ZIP CODE					
(4a) BUS. PHONE	(4b) EMERGENCY PHONE	(8) PHONE					
(9) FEDERAL EMPLOYER ID NUMBER		(10) EFFECTIVE DATES OF AGREEMENT					
(11) EQUIPMENT STAFFING <input type="checkbox"/> INCLUDED IN EQUIPMENT RATE <input type="checkbox"/> SEPARATE		(12) TYPE OF DEPARTMENT <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> CAREER <input type="checkbox"/> COMBINATION					
(13) EQUIPMENT DESCRIPTION List make, model, year, ICS Type, Gallons, GPM, Unit #, License #, 4x4, foam capability		(14) STAFFING		RATES			
		Minimum Required	FD Standard	(15) WORK OR HRLY		(16) SPECIAL	
RATE	Wet/D ry*			UNIT	RATE	Wet/D ry*	UNIT
a.							
b.							
c.							
d.							
e.							
f.							
g.							
* All cooperators are eligible for fuel and expendable items at incident.							
(17) Special Provisions							
ADO PAYMENT: Utah Division of Forestry, Fire and State Lands 1594 West North Temple, Suite 3520 P.O. Box 145703 Salt Lake City, UT 84114-5703							
(18) FIRE DEPARTMENT REPRESENTATIVE SIGNATURE		(19) NAME AND TITLE (PLEASE PRINT)			(20) DATE		
(21) FFSL REPRESENTATIVE SIGNATURE		(22) NAME AND TITLE (PLEASE PRINT)			(20) DATE		

FORM FM 100

DISTRIBUTION: ORIGINAL TO FIRE MANAGEMENT - SLC, COPIES TO AREA OFFICES AND COOPERATORS

Last updated: 03/08

Emergency Equipment Shift Ticket (OF-297)

Shift tickets must be completed at the end of each operational period. The fire service organization and the person responsible for directing the work of the equipment are responsible to see that Shift Tickets are completed. **Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section.** All personnel must be listed on the Shift Ticket. Additional personnel must be listed on a CTR.

EMERGENCY EQUIPMENT SHIFT TICKET					E-10
1. AGREEMENT NUMBER UT-NWS-TO-114			2. CONTRACTOR (name) MOAB VALLEY FD		
3. INCIDENT OR PROJECT NAME SLOUGH 6		4. INCIDENT NUMBER P# e.g. P4LAZU		5. OPERATOR (name) JIM DUNCE	
6. EQUIPMENT MAKE CHEVY		7. EQUIPMENT MODEL F350		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER VGA91187		10. LICENSE NUMBER 9999-87		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
12. DATE MO/DAY/YR	13. EQUIPMENT USE <small>(CIRCLE ONE)</small>		14. REMARKS (released, down time and cause, problems, etc.)		
	START	STOP	<small>C</small> HOURS	<small>D</small> DAYS	<small>M</small> MILES (circle one)
			WORK	SPECIAL	
07/07/09	06:30	11:30	5		
07/07/09	12:00	22:00	10		
			15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor		
16. INVOICE POSTED BY (Recorder's initials)					
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Your signature			18. GOVERNMENT OFFICER'S SIGNATURE Div sup's signature		19. DATE SIGNED Date it the day you worked

NSN 7540-01-119-5628 50297-102
OPTIONAL FORM 297 (Rev. 7-90)
USDA/USDI

FINANCE

Crew Time Report (SF 261)

CREW TIME REPORT								
(1) CREW NAME				(2) CREW NUMBER				
Greenville Fire Dept				0-1				
(3) OFFICE RESPONSIBLE FOR FIRE			(4) FIRE NAME		(5) FIRE NUMBER			
UT-5LD-000111			ABC Misc		PDY4X4			
RE-MARKS NO.	NAME OF EMPLOYEE	CLASSIFICATION	DATE 6/2		DATE 6/3		ON	OFF
			Military Time		Military Time			
			ON	OFF	ON	OFF		
	Jake Smith	T	0600	1200				
		T	1230	1400				
			1400	2200				
								0600 2200
(11) REMARKS								
No lunch taken on 6/3 due to uncontrolled fire line								
(12) OFFICER-IN-CHARGE (Signature)						(13) TITLE (Officer-in-Charge)		
								
(14) NAME (Person Posting to Emergency Time Report)						(15) DATE		
						6/3/13		

261-101



STANDARD FORM 261 (5/78)

Prescribed by USDA-USDI (NWCG Handbook No. 2)

Regular versus Military Time

Regular and military time express minutes and seconds in exactly the same way. When converting from regular to military time and vice versa, the minutes and seconds do not change.

Since military time uses a unique two-digit number to identify each of the 24 hours in a day, a.m. and p.m. are unnecessary.

The following table summarizes the relationship between regular and military time.

Regular Time	Military Time	Regular Time	Military Time
Midnight	0000	Noon	1200
1:00 a.m.	0100	1:00 p.m.	1300
2:00 a.m.	0200	2:00 p.m.	1400
3:00 a.m.	0300	3:00 p.m.	1500
4:00 a.m.	0400	4:00 p.m.	1600
5:00 a.m.	0500	5:00 p.m.	1700
6:00 a.m.	0600	6:00 p.m.	1800
7:00 a.m.	0700	7:00 p.m.	1900
8:00 a.m.	0800	8:00 p.m.	2000
9:00 a.m.	0900	9:00 p.m.	2100
10:00 a.m.	1000	10:00 p.m.	2200
11:00 a.m.	1100	11:00 p.m.	2300

What about Military Minutes?

Regular and military times use the same number of minutes per hour and they use minutes in exactly the same way. Military minutes do not exist and there is no need to convert minutes when going back and forth between the two time systems.

Is Midnight 2400 or 0000?

The question sometimes arises whether midnight is written as 2400 or 0000. Military and emergency services personnel refer to midnight both ways. However, digital watches and clocks that display time in a 24-hour format and computer equipment treat midnight as the start of a new day and express it as 0000.

Writing Military Time

Different professions and types of organizations write military time differently. The military, emergency services and hospitals usually write military time as hours and minutes without a colon and often add the word "hours" afterward. The format is: hours minutes Example: 1331

Vehicle/Heavy Equipment Safety Inspection Checklist (OF 296)

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST	
1. INCIDENT NAME / NUMBER	2. ORDER / REQUEST NUMBER
3. OWNER / VENDOR	
4. AGREEMENT, PO, CONTRACT NO.	5. EXPIRES
6. MAKE	7. MODEL, TYPE
8. SERIAL NO. / VIN	9. LICENSE NO.

Section I - Tractor, Motor Grader	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section II - Remarks (Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

* Safety Item - Do not accept until brought into compliance.

10. PRE-USE INSPECTION		<input type="checkbox"/> REJECTED
MILES / HRS _____	DATE _____	TIME _____
Inspector Name _____	Title _____	
Print		
		<input type="checkbox"/> ACCEPTED
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____	Title _____	
Print		

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. * Fire Extinguisher ___ Spare Fuses ___ Reflectors ___				
25. Operator(s) properly licensed. *				

State _____ License No. _____ Class _____
Endorsements _____ Med.Cert. Expire Date _____

11. RELEASE INSPECTION		<input type="checkbox"/> NO DAMAGE / NO CLAIM <small>Not applicable to buses, inspection required.</small>
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____	Title _____	
Print		

Property Loss or Damage Report (OF 289)

PROPERTY LOSS OR DAMAGE REPORT Fire Suppression		1. CREW NAME OR NO.	2. ID NO. (Form OF-288, Emerg. Firefighter Time Report)
		3. ISSUED TO (Name and Address)	
4. ISSUING OFFICE OR CAMP NAME Fire Forest or Fire Camp Name			
5. FIRE NAME	6. FIRE NO.	7. TYPE EMPLOYEE (Mark one with "X") <input type="checkbox"/> Regular Gov't <input type="checkbox"/> Casual Firefighter <input type="checkbox"/> Other	
8. DESCRIPTION OF PROPERTY LOST OR DAMAGED (Include Property No., if applicable)		QUANTITY	
a. (specifics..type, model name/number, size, serial #'s)			
b.			
c.			
9. Employee report on circumstances of loss or damage to property listed: (be specific--how, where, when) (who was it reported to? i.e. if lost/damaged radio, need comment/s from Communications @ ICP, etc.)			
10. SIGNATURE		11. DATE	
12. Witness report: (get a witness statement if available) <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Get pictures whenever possible.</div>			
13. SIGNATURE		14. DATE	
15. Fire Boss or Property Control Officer comments regarding loss or damage:			
16. SIGNATURE	17. TITLE	18. DATE	

NSN 7540-01-124-7634

ORIGINAL—Issuing Office

OPTIONAL FORM 289 (9-81)
USDA/USDI
50289-101

Claim Form

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency:			2. Name, Address of claimant and claimant's personal representative, if any. (See instructions on reverse.) (Number, street, city, State and Zip Code)		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN	4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT		7. TIME (A.M. OR P.M.)
8. Basis of Claim (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof) (Use additional pages if necessary.)					
9. PROPERTY DAMAGE					
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, street, city, State, and Zip Code)					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. (See instructions on reverse side.)					
10. PERSONAL INJURY/WRONGFUL DEATH					
STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT.					
11. WITNESSES					
NAME			ADDRESS (Number, street, city, State, and Zip Code)		
12. (See instructions on reverse) AMOUNT OF CLAIM (in dollars)					
12a. PROPERTY DAMAGE	12b. PERSONAL INJURY	12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights.)		
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side.)			13b. Phone number of signatory	14. DATE OF CLAIM	
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM The claimant shall forfeit and pay to the United States the sum of \$2,000, plus double the amount of damages sustained by the United States. (See 31 U.S.C. 3729.)			CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)		

95-109
Previous editions not usable.

NSN 7540-00-634-4046

STANDARD FORM 95 (Rev. 7-85)
PRESCRIBED BY DEPT. OF JUSTICE
28 CFR 14.2

Damage, Injury, or Death (OF 95) Motor Vehicle Accident Form (SF 91)

MOTOR VEHICLE ACCIDENT REPORT	Please read the Privacy Act Statement on Page 3.	INSTRUCTIONS: Sections I thru IX are filled out by the vehicle operator. Section X, Items 72 thru 82c are filled out by the operator's supervisor. Sections XI thru XIII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.
--------------------------------------	--	---

SECTION I - FEDERAL VEHICLE DATA

1. DRIVER'S NAME (Last, first, middle)		2. DRIVER'S LICENSE NO./STATE/LIMITATIONS		3. DATE OF ACCIDENT	
4a. DEPARTMENT/FEDERAL AGENCY PERMANENT OFFICE ADDRESS				4b. WORK TELEPHONE NUMBER ()	
5. TAG OR IDENTIFICATION NUMBER	6. EST. REPAIR COST \$	7. YEAR OF VEHICLE	8. MAKE	9. MODEL	10. SEAT BELTS USED <input type="checkbox"/> YES <input type="checkbox"/> NO
11. DESCRIBE VEHICLE DAMAGE					

SECTION II - OTHER VEHICLE DATA (Use Section VIII if additional space is needed.)

12. DRIVER'S NAME (Last, first, middle)		13. DRIVER'S LICENSE NUMBER/STATE/LIMITATIONS			
14a. DRIVER'S WORK ADDRESS				14b. WORK TELEPHONE NUMBER ()	
15a. DRIVER'S HOME ADDRESS				15b. HOME TELEPHONE NUMBER ()	
16. DESCRIBE VEHICLE DAMAGE				17. ESTIMATED REPAIR COST \$	
18. YEAR OF VEHICLE	19. MAKE OF VEHICLE	20. MODEL OF VEHICLE		21. TAG NUMBER AND STATE	
22a. DRIVER'S INSURANCE COMPANY NAME AND ADDRESS				22b. POLICY NUMBER	
				22c. TELEPHONE NUMBER ()	
23. VEHICLE IS <input type="checkbox"/> CO-OWNED <input type="checkbox"/> RENTAL <input type="checkbox"/> LEASED <input type="checkbox"/> PRIVATELY OWNED		24a. OWNER'S NAME(S) (Last, first, middle)		24b. TELEPHONE NUMBER ()	
25. OWNER'S ADDRESS(ES)					

SECTION III - KILLED OR INJURED (Use Section VIII if additional space is needed.)

26. NAME (Last, first, middle)		27. SEX	28. DATE OF BIRTH
29. ADDRESS			
30. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		31. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	32. LOCATION IN VEHICLE
33. FIRST AID GIVEN BY			
34. TRANSPORTED BY		35. TRANSPORTED TO	
36. NAME (Last, first, middle)		37. SEX	38. DATE OF BIRTH
39. ADDRESS			
40. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		41. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	42. LOCATION IN VEHICLE
43. FIRST AID GIVEN BY			
44. TRANSPORTED BY		45. TRANSPORTED TO	
46. Pedestrian	a. NAME OF STREET OR HIGHWAY		b. DIRECTION OF PEDESTRIAN (SW corner to NE corner, etc.)
			FROM TO
	c. DESCRIBE WHAT PEDESTRIAN WAS DOING AT TIME OF ACCIDENT (Crossing intersection with signal, against signal, diagonally; in roadway playing, walking, hitchhiking, etc.)		

Witness Statement Form (SF 94)

STATEMENT OF WITNESS <i>(Attach additional sheets if necessary)</i>	1. DID YOU SEE THE ACCIDENT?	2. WHEN DID THE ACCIDENT HAPPEN?		FORM APPROVED O.M.B. NUMBER 3090-0118
		a. TIME	a.m. p.m.	b. DATE

3. WHERE DID THE ACCIDENT HAPPEN? *(Give street location and city)*

4. TELL IN YOUR OWN WAY HOW THE ACCIDENT HAPPENED

5. WHERE WERE YOU WHEN THE ACCIDENT OCCURRED?

6. WAS ANYONE INJURED, AND IF SO, EXTENT OF INJURY IF KNOWN?

7. DESCRIBE THE APPARENT DAMAGE TO PRIVATE PROPERTY

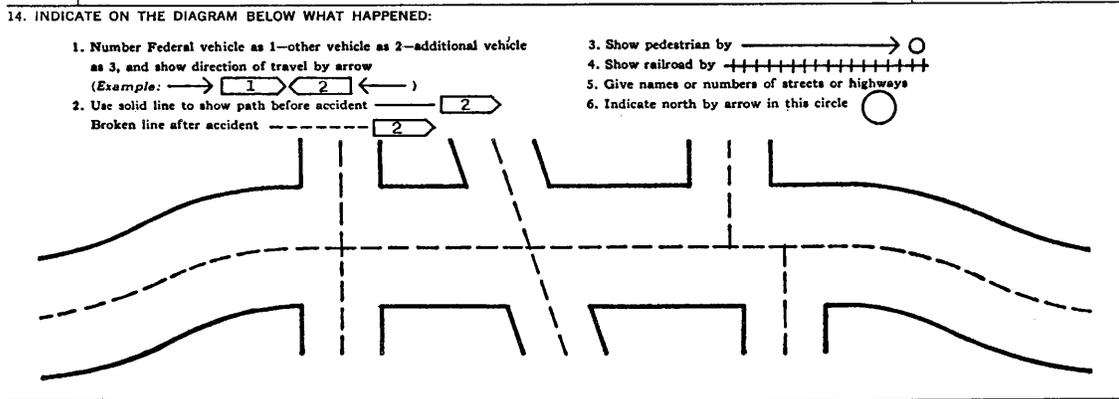
8. DESCRIBE THE APPARENT DAMAGE TO GOVERNMENT PROPERTY

9. IF TRAFFIC CASE, GIVE APPROXIMATE SPEED OF:	a. GOVERNMENT VEHICLE <i>Miles per Hr.</i>
	b. OTHER VEHICLE <i>Miles per hr.</i>

10. GIVE THE NAMES AND ADDRESSES OF ANY OTHER WITNESSES TO THE ACCIDENT *(If known)*

a. NAMES	b. ADDRESSES <i>(Include ZIP Code)</i>
----------	--

WITNESS COM- PLETING THIS FORM	11. HOME ADDRESS <i>(Include ZIP Code)</i>	12. WITNESS (Print Name)	a. HOME TELEPHONE NO.
		13. BUSINESS ADDRESS <i>(Include ZIP Code)</i>	b. TODAY'S DATE
			TELEPHONE NO.



NSN 7540-00-634-4045
94-105

STANDARD FORM 94 (REV. 2-83)
Prescribed by GSA, FPMR 101-39.8

Utah Worker's Compensation Form (Not all cooperators are under WCF)

Print Form

Form 122

EMPLOYERS FIRST REPORT OF INJURY OR ILLNESS

(Filing this form is not an admission of liability for the claim.)

GENERAL	Employer (Name & Address include Zip)		Carrier/Administrator Claim Number	OSHA Log Number	Report Purpose Code	
			Jurisdiction	Jurisdiction Claim Number		
			Insured Report Number			
	Industry Code		Employer FEIN	Employer's Location Address (if different)		Location Number Phone Number
CARRIER/CLAIMS ADMINISTRATOR	CARRIER/CLAIMS ADMINISTRATOR		Policy Period	Claims Administrator (Name, Address & Phone Number)		
	Carrier (Name, Address & Phone Number)		To			
			Check if Appropriate Self-insurance <input type="checkbox"/>			
	Carrier FEIN		Policy/Self-insured Number	Administrator FEIN		
EMPLOYEE	EMPLOYEE/WAGE		Name (Last, First, Middle) Address (incl. Zip)		Date of Birth	
			Sex	Social Security Number	Date Hired	
	Claimant may need an interpreter: Yes <input type="checkbox"/> No <input type="checkbox"/>		Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown <input type="checkbox"/>	Marital Status	Unmarried/single/Divorced <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unknown <input type="checkbox"/>	State of Hire
	Language		Number of Dependents	Occupation / Job Title Employment Status NCCI Class Code		
OCCURRENCE	Rate		Number of Days Worked/Week		Full Pay For Day of Injury	
	Per: Day <input type="checkbox"/> Month <input type="checkbox"/> Week <input type="checkbox"/> Other <input type="checkbox"/>				Did Salary Continue	
					Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>	
	OCCURRENCE/TREATMENT					
OTHER	Time Employee Began Work		Date of Injury/Illness	Time of Occurrence	Last Work Date	
				AM <input type="checkbox"/> PM <input type="checkbox"/>	Date Employer Notified	
	Contact Name/Phone Number		Type of Injury/Illness		Date Disability Began	
	Did Injury/Illness Exposure Occur on Employer's Premises?		Type of Injury/Illness Code		Part of Body Affected Code	
			Yes <input type="checkbox"/> No <input type="checkbox"/>			
	Department Or Location Where Accident or Illness Exposure Occurred			All Equipment, Materials, or Chemicals Employee Was Using When Accident Or Illness Exposure Occurred		
	Specific Activity The Employee Was Engaged In When The Accident Or Illness Exposure Occurred			Work Process The Employee Was Engaged In When Accident Or Illness Exposure Occurred		
	How Injury or Illness / Abnormal Health Condition Occurred, Describe the Sequence of Events and Include Objects or Substances that Directly Injured The Employee or Made The Employee Ill					
	Date Returned to Work		If Fatal, Give Date of Death	Were Safeguards Or Safety Equipment Provided?		Yes <input type="checkbox"/> No <input type="checkbox"/>
				Were They Used?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Physician/Health Care Provider (Name & Address)			Hospital (Name & Address)		Initial Treatment	
					<input type="checkbox"/> No Medical Treatment <input type="checkbox"/> Minor By Employer <input type="checkbox"/> Minor Clinic/Hospital <input type="checkbox"/> Emergency Care <input type="checkbox"/> Hospitalized - 24 hrs <input type="checkbox"/> Future Major Medical/Lost Time Anticipated	
OTHER						
Witnesses (Name & Phone Number)						
Date Administrator Notified		Date Prepared	Preparer's Name & Title		Phone Number	



Official Form 122 Revised 2/10

State of Utah • Labor Commission • Division of Industrial Accidents

160 East 300 South • P. O. Box 146610 • Salt Lake City, UT 84114-6610 • Telephone: (801) 530-6800

FAX: (801) 530-6804 • Toll Free: (800) 530-5090 • www.laborcommission.utah.gov

For your protection Utah Law requires notice that worker's compensation fraud is a crime. Please see back of this form for the full fraud statement.

Utah Fire Department Recertification Form for ICT5 and above

Utah Wildland Firefighter Recertification Request, for positions ICT5 and above

Fire Department :

Date:

Fire Fighter Name:

Date of Birth:

Requesting recertification as :

Or LAST 4 of SSN

These requirements have been met and the supporting documentation is on file with the fire department. Hard copies of Pack Test Time and Annual Refresher must accompany this document

Pack Test Time:

Date:

Annual Refresher:

Date:

I as the Chief of the: _____ Fire Department, I am certifying these conditions have been met and the attendance rolls and supporting documentation is on file with the department

Signed _____ Printed _____ Date _____

_____ Date _____

Utah Division of Forestry, Fire and State Lands: Area Fire Management Officer

_____ Date _____

Utah Division of Forestry, Fire and State Lands: Assistant Fire Management Officer

.....

Fire Experience's for the previous year, Only list 1 experience for each position filled

Fire Name	Wildcad Fire #	Fire Class	Location	Type 1-5	Fuel Model	ICS Pos.	Shifts	Dates

Fire Departments are also responsible for paying the recertification fee's to the Utah State Fire Certification Council

Minimum Inventory Required for Wildland Engine

Hose: Type 3 Engine		Hand Tools	
500 ft.	1 ½	1	Fire Shovel
500 ft.	1 inch	1	Pulaski
200 ft.	¾ inch	1	Scraping Tool of Choice
		Note:	Must have one hand tool per person on the engine
Hose: Type 4, 5 and 6 Engines		Miscellaneous	
300 ft.	1 1/2 inch	2 roll	Flagging
300 ft.	1 inch	1	Fire Extinguisher (5BC +)
200 ft.	¾ inch	1	Belt Weather Kit
Water Handling Equipment		1	First Aid Kit
2	1 inch Gated Wyes	1	Hydrant Wrench
2	1 ½ inch Gated Wyes	2	MRE per person (minimum)
2	1 inch Combination Nozzles	5 gals	Extra Fuel for truck
2	1 ½ inch Combination Nozzles	1	Jack and Lug Wrench
1	Forester Nozzle	1	Drip Torch or 1cs. Fusees
1	¾ inch Nozzle	1	Backpack Pump
1	1 ½ inch Double Male	2	Bastard Files
1	1 ½ inch Double Female	1	Chainsaw 20" bar minimum
4	1 ½ inch to 1 inch Reducers	1	Chainsaw Chaps
2	1 inch to ¾ inch Reducer	1	Gal. Mixed Gas + 1 qt. Bar Oil
1	2 ½ to 1 ½ Hydrant Adapter	1	Chainsaw Tool Kit
20 ft.	Suction Hose and Foot Valve	2	Flashlights
1	Spanner Wrenches 1-1 ½ combo	1 box	Extra Batteries (lights + radios)
1	Hose Clamp	2	Wheel Chocks
		5 gal	Drinking Water
		1	Handheld Radio (narrow band)

Structure Engine Inventory

County:		Dept:	
Engine ID:		MOU#	
Engine Type Class:	Type 1	Type 2	

This list is from NFPA Standards 1901.1903,1904 2003 edition. Type 1 and 2 engines would all be expected to follow these requirements and to include this equipment when in the structural firefighting mode.

- | | |
|--|---|
| <input type="checkbox"/> All hose and appliance threads NST. Adaptors are acceptable
<input type="checkbox"/> Red flashing light, or rotating lights visible 360 *
<input type="checkbox"/> Automotive type horn and electronic siren. | <input type="checkbox"/> Two sealed beam rear lights
<input type="checkbox"/> Ignition Key if any shall not be removable |
|--|---|

Comments: _____

Inspected By: _____ **Date:** _____

1	Axe Pick Head	1	Ladder 14 foot Roof
1	Axe Flat Head	1	Ladder 24 ft. extension
	Suction Hose Minimum 15 ft.	1	Ladder 10 ft. Attic
1	Pike Pole or Plaster hook 6 foot	1	First Aid Kit (Basic OSHA)
1	Pike Pole or Plaster hook 8 or 10 foot	2	Combination Fog Nozzle 200 GPM
2	Hand Lights Portable	2	Combination Fog Nozzle 95 GPM
2	Fire Extinguisher 80 BC or 10 BC CO2	2	Double Male Sized to each hose used
	Wildland Hand Tool (1 per Person)	2	Double Female " "
1	DBL F swivel connection	1	Gated Wyes Sized to each hose used
	SCBA 1 for each firefighter 30 min PP	2	Hydrant wrench
	SCBA spare cylinder 1 for each SCBA	4	Spanner wrench
2	Wheel Chocks Industry standard	1	Rubber mallet
	Narrow Band Radio (programmable)		MOU Documentation
	Full Wildland PPE for all Personnel		Full Structural PPE for all Personnel

Minimum Required Components for Water Tenders

Tactical Water Tender must meet the entire Non-Tactical inventory plus:			
Hose		Tools	
300 ft.	1 inch hose	1	Belt Weather Kit
Water Handling Equipment		2 roll	Flagging
2	1 inch Combination Nozzles	1	Drip Torch or 1cs. Fusees
2	1 ½ inch Combination Nozzles	2	Bastard Files
4	1 ½ inch to 1 inch Reducers	1	Chainsaw 20" bar minimum
1	Backpack Pump	1	Chainsaw Chaps
		1	Chainsaw Tool Kit

Non-Tactical Water Tenders Minimum Inventory for Type 1, 2 and 3			
Hose		Tools	
100 ft.	1 ½ inch hose	1	Fire Shovel
200 ft.	2 ½ inch hose	1	Pulaski
20 ft.	Suction hose with foot valve		
Water Handling Equipment		Miscellaneous	
1	1 ½ inch Double Male	1	Fire Extinguisher (5BC +)
1	1 ½ inch Double Female	1	Handheld Radio (narrow band)
1	2 ½ to 1 ½ Hydrant Adapter	2	MRE per person (minimum)
1	1 ½ inch Gated Wye	1	First Aid Kit (5 person)
1	Hose Clamp	2	Flashlights
1	Hydrant Wrench	1 box	Extra Batteries (lights + radios)
1	Spanner Wrench	2	Wheel Chocks
		5 gal	Drinking Water
		5 gals	Extra Fuel for truck

Equipment and Supply List Emergency Medical Technician (EMT) Personnel

*Additional equipment/supplies as allowed for by licensure, credentialing and/or incident medical director and specific to incident needs. Number of items needed is dependent on the size of the incident. This list is not intended to define or limit contractual purchases.

Oxygen & Airway	
Oxygen cylinder, Jumbo-D, filled	Nasal cannula, Adult
Bag-Valve-Mask, Hand Operated, Self Re-Expanding Bag, Adult, Clear Mask, Tubing & Reservoir (no CO2)	Suction unit, hand-powered, wide-bore tubing, rigid pharyngeal curved suction tip, tonsillar, suction catheters, 5F-14F (Suction Easy, or like)
CPR Pocket Mask, "Seal Easy" Blob®, w/Oxygen Port & 2 ea. one-way valve, or like	Bag, oxygen, sized to hold listed contents, & suitable for back country operations
Oxygen regulator, 0-15 LPM & 1 spare gasket	Oxygen Masks, adult, non-rebreather
Airway, Oropharyngeal (1 ea. Size 2, 3, 4, 5 & 6)	Airway, Nasopharyngeal, size 30, 32, 34 & 36 FR

Trauma Supplies	
Bandage, Gauze, Sterile, 4x4	Dressing, Finger Tip, Cloth
Bandage, Gauze, Sterile, 2x2	Dressing, Band-Aid, Cloth, 1" x 3"
Bandage, Gauze, non-sterile, 4x4 bulk	Dressing, Butterfly, Large
Bandage, Gauze, 3" x 5 yards	Dressing, Butterfly, Small
Bandage, Conforming Gauze Bandage, 4.5"	Dressing, Non-Adhering, 3" x 3", "Telfa®" or like
Bandage, Conforming Gauze Bandage, 2", or like	Dressing, Transparent, 4" x 4 1/2", "Tegaderm®" or like
Bandage, Self Adherent Wrap, Coban®, 1" or like	Dressing, Transparent, 2" x 3 1/2", "Tegaderm®" or like
Bandage, Self Adherent Wrap, Coban®, 2" or like	Bandage, underwrap, athletic
Bandage, Self Adherent Wrap, Coban®, 3" or like	Dressing, 2nd Skin®, 1" squares
Bandage, Elastic, 4", ACE® wrap or like	Dressing, 2nd Skin®, 3" circles
Tourniquet, arterial occlusion type	Dressing, 2nd Skin®, pack
Bandage, Triangular, 40" x 40" x 56"	Moleskin®, 10" x 5 yards
Dressing, Knuckle, Cloth	Dressing, Occlusive, 4" x 4" or like
Dressing, Multi-Trauma, 10" X 30"	Tape, Porous (athletic), 2"
Dressing, Combo, 5" x 9"	Tape, Transpore®, 1"
Dressing, Non-Adherent, 2" x 3"	Prep-Pad, Providone / Iodine
Tincture of Benzoin	

Equipment	
Pulse Oximeter, finger w/case	Holster, belt type
Safety Pins	Shears, Bandage, 7 1/2"
Ring Cutter	Shears, Bandage, 4 1/2"
Tweezers, splinter	Shears, Trauma, 7 1/2"
Tweezers, splinter w/magnifier	Scissors, Tissue, Straight
Thermometer, Oral, digital w/10 sheath	Scissors, Tissue, Curved
Forceps, 5-1/2"	Clipper, finger nail
Sphygmomanometer, adult, of high quality	Stethoscope, of high quality
Penlight	Clipper, toe nail
Scalpel, disposable	Clipboard, 9" x 12 1/2"
Magnifier, hand held, with light	Bag, Backpack first aid, "True North Medic Pack®", or like, for line walking
Automated External Defibrillator w/appropriate supporting supplies	

Splinting Items	
C-Collar, Stiff Neck® Type adjustable, or like	Head Blocks, adjustable
C-Collar, Stiff Neck®, No-Neck, or like	Splint, finger
Splint, Sam® splint or like	Splint, Traction (KTD® folding or like)
Upper and lower extremity immobilization devices, air or vacuum type	Bag or case (hold listed items except backboard) w/attachment system to hold bag to backboard
Backboard, (prefer folding 350 lb. capacity)	Splints, Cardboard, assort. or like in lieu of air or vacuum
Restraint Strap(s), suggest Spider strap-color coded	Extrication Device, KED® or Oregon Spine Splint II® or like
SKED® Rescue Litter , vacuum spine board or like	Pelvic splint, T-POD®, Sam Sling® or like

General Supplies	
Pencil, mechanical or writing pen	Emergency blanket
Bag, Bio-Hazard, 5 gal, 12" x 15"	Hot pack, disposable, 5" x 8" or larger
Bag, Plastic, Zip-Lock, (snack size)	Cold pack, disposable, 5" x 8" or larger
Bag, Plastic, Zip-Lock, (gallon size)	Solution, hydrogen peroxide, 16 oz.
Eye protection (full peripheral glasses or goggles)	Bedpan, disposable
Face Mask w/splash shield	Urinal, disposable

General Supplies Cont.	
Gloves, non-latex exam, med.	Isopropyl Alcohol, 99%, cleaning
Gloves, non-latex exam, large	Betadine Solution, skin cleaning microbicide
Gloves, non-latex exam, small	Emesis bag
Gloves, non-latex exam, XL	Tongue Depressor, Sterile
Eye, Irrigating solution, 4 oz.	Lock Box to store patient evaluation forms per agency regs.
Disinfectant hand wash, commercial antimicrobial (towelette, spray, liquid)	Disinfectant solution – equipment
Hand sanitizer. 4 oz.	Brush, scrub surgical
Gown, disposable, open back	Syringe, Sterile, 20-60 cc (wound cleaning)
Sterile Water or Normal Saline (wound cleaning)	
Burn Supplies	
Burn sheet, non-disposable	Burn sheet, disposable
Burn Kit, Water-Jel (1 ea. Dressing 36" x 30", 8" x 18", 4" x 16" & face, 3 ea. 4" x 4", 4 ea. 4" x 3" gauze a 1 ea. Scissors) or like kit	Fluid, Sodium Chloride, 0.9% (Normal Saline)
Suggested Printed Items	
Patient care charts/forms	OTC issue/tracking form
First Aid reference guide(s)	Medical Direction approved Protocols

*** Any support supplies or items like batteries or bags to hold equipment, etc. are to be included.**

**** In general, equipment & supplies are to be suitable for remote field operations & fireline walking.**

***** This equipment & supply list may change with updated treatment protocols & standards orders.**

****** When building kits, appropriate personal protective equipment for medical personnel blood borne pathogen and biohazard exposure is to be included.**

Equipment and Supply List Advanced EMT Personnel

(This list is in addition to the EMT equipment & supplies listed above, when medical control is established)

Airway & Equipment	
Advanced Airway kit -per medics protocols – Multi-lumen only (i.e., LMA®, King Airway, Combitube®, etc.)	Oxygen Mask, Nebulizer w/1 ea. tubing, mouthpiece, tee adapter & reservoir
Equipment	
Glucometer and supplies	

IV Supplies (needleless systems required when available)	
Bag, IV starter Kit	Syringe, Sterile, assorted sizes (10, 20 & 60 cc)
IV Catheters, Protective® Plus, or like, assorted sizes	Tourniquet, IV, Disposable, non-latex
Pressure Infuser Bag, Disposable	Sharps case, 1 qtr.
IV Fluid Administration Set, Needleless, Adjustable (selec-3) Macro-drip 10-15-60 gtts	Fluid, Lactated Ringers, 1000 ml bags (per standing orders)
Syringe, Sterile, "Vanish Point®", or like, 3cc w/25g x 5/8" needle	Syringe, Sterile, "Vanish Point®", or like, 1cc w/25g x 5/8" needle
Needle, Hypodermic, 25 gauge	Needle, Hypodermic, 18 Gauge
Sharps Container, Pocket Size	Prep Pad, alcohol, large
Intraosseous device, w/supporting supplies (per standing orders)	Prep Pad, iodine/povidone, large
Fluid, Sodium Chloride, 0.9% (Normal Saline), 1000 or 500 ml. bags (or fluids per standing orders)	IV Starter kit, Veniguard® or like system
Drugs mg/ml fix	
Albuterol Inhaler, 17 gm, with spacer	Naloxone Hydrochloride, 2 mg per mfg.
Albuterol Sulfate Solution, 2.5 mg/3 ml per mfg.	Nitroglycerin 0.4 mg, Tablet, 25/bottle
Dextrose 50% Injection, 25 g/50 ml per mfg.	

Equipment and Supply List Paramedic Personnel

(This list is in addition to the EMT & Advanced EMT equipment & supplies listed above,
when medical control is established)

Airway & Equipment	
Advanced Airway kit - per medics protocols (i.e., ET Kit, King Airway®, etc.)	Monitor/Defibrillator, Portable, battery-operated w/appropriate supporting supplies
Drugs mg/ml fix	
Atropine Sulfate, 0.1 mg/1 ml, 10 ml per mfg.	Epinephrine 1:10000, 0.1mg/ml, 10 ml per mfg.
Dopamine Medicated IV Drip	Epinephrine 1/1000, 1mg/ml, 1 ml per mfg.
Calcium Chloride 10%, 10 ml vial	Lidocaine 2%, 20 mg/ml, 5 ml per mfg.
Diphenhydramine, 50 mg/ml, 1 ml per mfg.	Lidocaine Medicated IV Drip
Drugs mg/ml fix continue	
Sodium Bicarbonate Preload	Diltiazem – (Cardizem®, Dilacor®, Tiazac®)
Midazolam – (Versed®) 5 mg vial	Magnesium Sulfate 1 gm vial
*Preloaded syringes preferred when available	
**Additional drugs as allowed for by licensure, credentialing and/or incident medical director.	

Over-the-Counter Products

This list of items is to be provided by established programs, or incident Medical Units, with medical control approval. Unit doses are preferred as available, to assure recipient retains drug identification, indications, contraindications and dosage directions.

Antacid, Tablet, unit dose	Cough Drops, Halls® type or like
Anti-Diarrheal, unit dose	Diphenhydramine, 25 mg caps or dissolving strips, unit dose
Anti-Fungal Cream, Athlete's Foot, .5 oz., unit dose	Hand Lotion, unit dose
Anti-Itch Cream, Hydrocortisone 1%, 1/32oz, unit dose	Eye drops, 1/2, unit dose
Anti-Pain gel or liquid , Tooth, unit dose	Eye Irrigating Solution, 4 oz.
Nasal Spray, saline, unit dose	Lip Balm, unit dose SPF (Hydrating not wax)
Anti-Pain/Inflammatory, Acetaminophen, 500 mg, unit dose	Bacitracin® Ointment, or Polysporin®, or like, 1/32 oz., unit dose
Anti-Pain/Inflammatory, Aspirin, 325 mg, unit dose	Nasal Decongestant, "Afrin Spray®", unit dose
Anti-Pain/Inflammatory, Ibuprofen, 200 mg, unit dose	Nasal Decongestant, Day Time, unit dose
Anti-Pain/Inflammatory, Naproxen, 220 mg, unit dose	Nasal Decongestant, Night Time, unit dose
Muscle Rub, Ben Gay® or like, 2 oz.	Providone-Iodine, ampoules
Bag Balm®/Aquaphor®, unit dose	Glucose, Insta 15g, unit dose
Cough Drop, Chloraseptic®, or like, unit dose	Tampon & Sanitary Napkins
Foot Powder, 2 to 4 oz., Gold Bond® or like	Anti-Itch Cream, Calagel® or like, unit dose
Poison ivy/oak creams – Tecnu®, Zanfel® or like	Lotion, Sun Block, 20 SPF or higher, 1 to 2 oz.
Hemorrhoidal suppositories or creams	Dextrose, tube, 15gm
Cough suppressant, mucolytic or like	Acid Reducer (Prilosec®, Zantac®, Tagamet®)

Large Incident Assignment Checklist

Always keep a copy of the Rate Book available, and refer to this checklist.

When called to an incident, Questions to Ask:

- ❑ What is a Resource Order? This will be used to track equipment and personnel to the incident, during the incident, and when it is released. A copy of the Resource Order must be obtained in order to check-in at an incident and must be attached to the final invoice.
- ❑ Where to report? The incident may have several reporting locations. The dispatch center assigning the Resource Order will provide incident check-in information, including location.
- ❑ Who to report to? Dispatch will provide information for check-in, but typically this takes place with the Planning Section at Status/Check-in. Larger incidents may establish staging areas providing check-in. Incident contact information (i.e. radio frequencies, phone numbers, etc.) is supplied at check-in.
- ❑ Starting time? Communicate with dispatch to determine departure time, hours in travel, and estimated time of arrival at the reporting location. This is important for incident operations and for payment procedures. Time in travel status must be clearly indicated on CTRs and Shift Tickets. While in travel status, personnel MUST take a lunch break if travel exceeds 8 hours.

Upon Arrival at Location of Incident:

- ❑ Have Resource Order available for check-in.
- ❑ After check-in, a copy of the Cooperative Fire Rate Agreement (FM100) must be given to the Finance Section. Equipment payment is determined by this documentation.
- ❑ An Emergency Equipment Shift Ticket must be initiated at time of travel. A signed Shift Ticket with a breakdown of travel hours and work hours is required to receive payment.
- ❑ A Vehicle/Heavy Equipment Inspection must be completed upon arrival and a copy must be kept with the vehicle at all times.
- ❑ A complete inventory list must be provided upon check-in. Equipment must meet minimums as outlined in this document.

During Incident:

- ❑ Be sure a Shift Ticket and CTR is completed and signed at the end of each operational period. Shift Tickets and CTR must be turned into the Finance Section daily.
- ❑ Keep **originals** of Shift Ticket and CTR. Payment is based on the information recorded on these forms. Signed originals must be retained by the FD for payment from the State of Utah.
- ❑ While on incident, a letter of justification for hotels and meals will be required.
- ❑ Restock of equipment and supplies from the Supply Unit are allowed. Upon demobilization, for items that are not available at the Supply or Ground Support Unit, an "S" number will need to be obtained by the FD for the item(s) that need to be replaced. A copy of the S Resource Order must be submitted, with the receipt of purchase, for reimbursement.

- ❑ Medical injuries or sickness must fill out Utah Workman's Compensation form. The fire may pay for minor medical treatment on the incident. The original of the Utah Workman's Compensation form needs to be attached to the paperwork and brought to the home unit. All paperwork must be held by FD in case further questions arise about the bill. If additional medical attention is needed at the home unit, paperwork must be filed with the Workman's Compensation Fund. Form is in the Reference Section.

Upon Release from the Incident:

- ❑ A Release and Post-Inventory Inspection must be performed on equipment before departure from the incident.
- ❑ A Performance Evaluation needs to be completed whenever possible.
- ❑ Emergency Equipment Shift Ticket(s) and CTRs must be complete and signed. FD must submit original copy for reimbursement.
- ❑ Completed finance packages (Original Shift Tickets, CTRs, OF 286/288, and S Numbers, inspections and General Messages) must be given to the FD for delivery to the appropriate FFSL Area office for payment.
- ❑ Time in travel status must be clearly indicated on CTRs and Shift Tickets. While in travel status, personnel **MUST** take a lunch break if travel exceeds 8 hours

Acronyms

AA	Agency Administrator
AOP	Annual Operating Plan
CAFS	Compressed Air Foam Capabilities
CTR	Crew Time Report
FD	Utah Fire Departments, Fire Districts
FEPP	Federal Excess Personal Property
FFSL	Utah Division of Forestry, Fire & State Lands or the Division)
FFT1	Firefighter Type 1 (NWCG) equivalent to WFF2 Wildland Firefighter 2 (NFPA)
FFT2	Firefighter Type 2 (NWCG) equivalent to WFF1 Wildland Firefighter 1 (NFPA)
FMO	Fire Management Officer
FRT	Flame Retardant Treated
GVW	Gross Vehicle Weight
GVWR	Gross Vehicle Weight Rating
HEQB	Heavy Equipment Qualified
IA	Initial Attack
IBA	Incident Business Advisor
IC	Incident Commander
ICS	Incident Command System
IIBMH	Interagency Incident Business Management Handbook
IMT	Incident Management Team
MOU	Memorandum of Understanding
NFPA	National Fire Protection Association
NIMS	National Incident Management System
NWCG	National Wildfire Coordinating Group
PPE	Personal Protective Equipment
ROSS	Resource Ordering and Status System
RX	Prescribed fire
UFRA	Utah Fire and Rescue Academy
UHP	Utah Highway Patrol
WAT	Non-Tactical Water Tenders
WFF1	Wildland Firefighter 1 (NFPA) equivalent to FFT2 Wildland Firefighter 2 (NWCG)
WFF2	Wildland Firefighter 2 (NFPA) equivalent to FFT1 Wildland Firefighter 1 (NWCG)
WTT	Tactical Water Tenders

General Provisions and Instructions to Cooperative Rate Agreement Form

Utah Fire Departments are Cooperators of the State of Utah. Agreement between the State of Utah and federal land management agencies identifies Cooperators as State controlled resources when dispatched outside their area of jurisdictional responsibility.

This Cooperative Fire Rate Agreement (CFRA) is established pursuant to the Cooperative Intergovernmental Agreement and/or Memorandum of Understanding currently in effect between the Utah State Forester and the Cooperator/County. Refer to the Great Basin geographic supplement to IIBMH chapter 50 and Payment tool kit for additional information on Utah Cooperators.

Incident Financial Guidance

- **Cooperators are afforded the same status and responsibilities as state or federal agencies, including equipment replacement of tools and supplies and paid rest and recovery(R and R) periods (Chapter 30-6; 30-7 IIBMH 2012).**
- **Damage to rolling equipment in excess of normal wear and tear will be documented at the incident and follow Property Management Guidelines (Chapter 30) and vehicle accident incident reporting procedures. Supply numbers may be issued for repairs/replacement. All claims for damage must be approved by State Office Fire Management personnel.**
- **Equipment use will be recorded each day on shift ticket form (OF-297) including a listing of each assigned personnel by first and last name.**
- **Single overhead and crews will record time on Crew Time Reports (SF-261)**
- **Incident agency should keep file copies only. Cooperator and /or County must submit original time and payment documents to the State Area Office listed on the CFRA for reimbursement.**
- **All cooperator personnel have cooperator provided workers compensation coverage. APMC may be used when provided by the benefiting agency and agreed to by the employee.**
- **All equipment is proved with operating supplies (wet).**
- **Equipment rates include staffing as indicated on the CFRA. When approved, rates are adjusted up or down at \$25.00/hour +/- staff levels. Only Water Tenders and Type 1 engines can lower staffing.**
- **Back-fill costs apply for career staff at ENGB, TFLD, STLD, EMT, and Unit Leader positions or higher.**
- **Developmental rates denote a cooperator cannot currently meet NWCG and industry standards for staffing. Ref. FD Manual and Rate Book**
- **FEPP denotes federal excess equipment loaned to the Cooperator and provided to the incident at reduced rates.**

Provisions:

1. Equipment and staffing qualifications will meet State qualifications outlined in the FD Manual. The State reserves the right to perform inspections to insure compliance with the FD Manual requirements, and the right to reject equipment, which is not in safe and operative condition or does not meet inventory requirements. No payment will be made for rejected equipment.
2. Equipment staffed at a "developmental" rate (as indicated on the CFRA) is available for use within the Cooperator's local interagency dispatch zone. Final equipment and staffing "Fitness for Use" will be determined by the benefiting agency.
3. Staff changes on equipment must be indicated in the remarks on the shift ticket OF-297. Number or personnel on shift must meet approved staffing levels. Exception:
 - a. Type 1 Engine may reduce staff levels to a Type 2 staffing and rate
 - b. Tactical Water Tender staffed with one person is paid at the appropriate Support Tender rate.

4. Operating supplies are to be provided by the Cooperator (wet) except generators and volume pumps when ordered. Operating supplies include fuel, oil, filters, and lube/oil changes. Even though all operating supplies are to be furnished by the Cooperator, the benefiting agency may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Cooperator.
5. Replacement of consumables' or damage/loss of cooperator property will follow IIBMH Chapter 30-6; 30-7 and benefiting agency guidelines when damage or loss is determined not the result of negligence by the Cooperator.
6. Damage / Loss to rolling equipment in excess of normal wear and tear will be documented in writing at the incident prior to demobilization. Damage to vehicles will be reported to the incident safety officer for investigation and documented on appropriate motor vehicle accident forms. Damage and loss reporting of equipment will follow IIBMH Chapter 30-6 and 30-7. A supply number for repair and or replacement may be issued if determined damage beyond normal wear and tear for the conditions and damage or loss not the result of negligence by the Cooperator.
7. Employee Claims for personal property lost or damaged on the incident will be considered for reimbursement on a case by case basis and adjudicated by the State.
8. Payments:
 - a. Rates of payments: Payment for equipment and staffing furnished shall be in accordance with the following, except as provided in clause 9:
 - i. Inclusive rate for equipment are based on approved staffing levels where staff is indicated.
 - ii. Hourly Work Rates: Shall apply when the cooperator's resources are under hire as ordered and on shift, including relocation of equipment under its own power or when transported.
 - iii. Mileage Work Rate: Mileage or hourly rate applies whichever is greater for each calendar day.
 - iv. Maximum daily rate for equipment will be the total payment for the equipment in a calendar day when the hours worked multiplied by the hourly work rate equal the maximum daily rate.
 - v. Equipment under a Daily rate receives full payment when under hire for 8 or more hours. Hourly rate is applied if less than 8 hours.
 - vi. Equipment will not be compensated for the time when broken down.
 - b. Method of Payment: **Originals are retained by the cooperator when released** from the incident for payment by the State. A cooperator invoice will be submitted to the Utah State Area Office no more than 30 days after returning to their home unit. The Administrative office for payment is the Area Office listed on page 1 Cooperative Fire Rate Agreement (CFRA). Original invoices and payment documents generated at the incident are **not** submitted to the jurisdictional agency.
9. Payment Exceptions
 - a. No further payment under Clause 8 will accrue during any period that equipment under hire is not in a safe or operable condition or when Cooperator furnished staffing is (are) not available.
 - b. If the Cooperator withdraws equipment and/or staffing prior to being released, no further payment under clause 8 shall accrue and the cooperator shall bear all costs of returning equipment and/or operator(s) to the point of hire.
 - c. After inspection and acceptance for use, equipment and/or furnished staffing that cannot be replaced or equipment that cannot be repaired at the site of work by the Cooperator or by the benefiting agency within 24 hours may be considered as being withdrawn by the Cooperator, except that the benefiting agency will bear all costs of returning equipment and/or staffing to the point of hire as promptly as emergency conditions will allow.
10. Cooperators out of their local jurisdiction area must meet NWCG qualifications for assigned positions and Utah State qualifications for all incidents (reference developmental rate in the Utah FD Manual and Rate Book).
11. Subsistence:
 - a. Cooperators will be self -supporting when accepting an assignment. The incident may provide food and lodging including a designated camping area and meals ready to eat (MRE). The cooperator shall provide sleeping equipment such as tents or shelters, sleeping bags, etc.
 - b. When not provided by the incident, reimbursement for meals and lodging is based on the employees' agency travel policy. GSA rates will apply if the agency does not have a documented travel policy. Meals and lodging will be reimbursed by the State when the resource is following travel orders or for approved expenses when not provided by the incident. The cooperator will provide travel expense documentation for any approved meals and lodging within 30 days of returning to their duty station.

12. Personal Protective Equipment supplied by the Cooperator must include, hardhat, goggles or safety glasses, long sleeve fire resistant shirt, fire resistant trousers, leather lace-up boots with minimum 8" top and non-skid soles, leather work gloves, headlamp, and a fire shelter. Personal protective equipment shall meet NFPA 1977-93 where applicable.
13. Accepted driving guidelines and work/rest guidelines listed in the IIBMH and FD Manual and Rate Book will be followed. The Incident Commander or Agency Administrator must justify work shifts that exceed 16 hours and those that do not meet 2:1 work/rest ratio. Justification will be documented in the daily incident records. Documentation shall include mitigation measures used to reduce fatigue. Incident approval of the agency pay document certifies that the required documentation is on file, and no further documentation is required for pay purposes.
14. Length of Assignment: Standard assignment length is up to 14 days, exclusive of travel from and to home unit. One or two days R&R may be granted by Area FMO after a 14 day assignments and is reimbursable.

2015 Changes and Additions (Changes noted here are included in the text.)

Although S#'s are required by the state for payment an S# alone is not approval for reimbursement. Damage to rolling equipment in excess of normal wear and tear will be documented at the incident and follow Property Management Guidelines (Chapter 30) and vehicle accident incident reporting procedures. Supply numbers may be issued for repairs/replacement. All claims for damage must be approved by State Office Fire Management personnel.

If any fire department picks up additional personnel from another fire department to meet minimum staffing standards, the original fire department will be responsible to bill the state for all fire personnel and will then be required to disburse funds to the secondary fire department.

To qualify for reimbursement of per diem while on assignment, excluding travel status, list each meal not provided by the incident in the comments section on the CTR or Shift ticket daily. Resource order should state "Self Sufficient" if possible.

In those situations where incident support personnel cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR/Shift Ticket as IA in "Remarks" section as "No lunch taken due to uncontrolled fire line". If a lunch is not documented on the CTR or Shift ticket, the lunch will be automatically deducted by the State

Meal tips over 18% will not be reimbursed.

While on incident, a letter of justification for hotels will be required.

No extra payment will be made for Compressed Air Foam Systems (CAFS).

Type 1 engines not meeting minimum staffing standards (4) may be compensated as a Type 2 engine if minimum staffing is 3.

NO other equipment, other than Water Tenders and Type 1 engines, not meeting NWCG qualification and/or will be reimbursement

If a rental vehicle is utilized by EMTs and Paramedics, FFSL will reimburse rental and fuel costs incurred when costs have been properly documented. When a rental is utilized, \$100/day will be deducted from the maximum daily rate.

Length of Assignment: Standard assignment length is up to 14 days, exclusive of travel from and to home unit. One or two days R&R may be granted by the Area FMO after a 14 day assignment and is reimbursable

Preferred method of time keeping is to round to the nearest half hour.

A 5 State rate comparison was conducted. Please read manual for changes.

Command vehicles will no longer have an hourly or maximum daily rate. .55 cents per mile will be used.

Developmental equipment will be paid at a standard rate and will not be increased.

2015 Fire Department MOU revisions

1. *It is mutually agreed* #14 provides for a 2 day period of paid rest and recovery after 14 days of continuous work outside of your jurisdiction, exclusive of travel.
2. *It is mutually agreed* #19 States that by signing the MOU, your department is accepting the rates of reimbursement defined by FFSL.



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Forestry, Fire and State Lands

BRIAN L. COTTAM
Division Director / State Forester

February 4 2015

To Whom It May Concern:

The Utah Fire Departments are Cooperators of the State of Utah. It is recognized, under the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the State of Utah and the federal land management agencies, as state-controlled suppression resources when dispatched outside their area of responsibility.

They should be treated and tracked as a cooperator crew and/or equipment (Crew Time Reports, Emergency Firefighter Time Report, Emergency Equipment Shift Ticket, etc.). They have copies of the Utah CFMA with the federal land management agencies, the state-wide Annual Operating Plan, and the State/County Cooperative Agreement.

By Agreement, these resources will be paid by the State of Utah when used on federal fires inside the State of Utah or any out-of-state fires regardless of ownership/administration. For federal fires within the state, reimbursement to the state for these resources is made as part of the overall settlement between the State and federal land management agencies for all fires. Out-of-state fire costs are billed by the state to the appropriate fire billing processing center depending on jurisdictional agency responsible for the fire. The original documentation must be returned with the suppression resource!

Should you have questions concerning these resources, contact:

Matt Snider
State Fire Management Officer
Office: 801-538-5389
Cell: 801-875-1096

Shane Freeman
Assistant State Fire Management Officer
Office: 801-538-5501
Cell: 801-560-1072

Sincerely,

Matt Snider
State Fire Management Officer





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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on award of a bid for the 700 N & 900 E Road Improvement Project.

SUMMARY RECOMMENDATION Staff recommends that the bid received by Morgan Asphalt be accepted in the amount of \$442,758.

BACKGROUND Staff prepared and advertised for bid the 700 N & 900 E Road Improvement Project on February 15, 2015. This project will address improvements that have been requested on the east side of 900 East along the Quail Cove park as well as improvements along 700 North.

The plan implements reverse angle parking as directed by the council. As substitute plan has been provided if it is found the reverse angle parking is unsuccessful.

BUDGET IMPACT \$442,758

Item	Amount	Funding Sources	Amount
Construction Base Bid	\$442,758	Road Impact 27-5610-070	\$200,000
Contingency (10%)	<u>\$44,275</u>	Road Accrual 10-4410-800	\$87,033
Total Project Budget	\$487,033	Storm Drain 50-5310-800	<u>\$200,000</u>
			\$487,033

SUGGESTED MOTION I move to accept the base bid submitted by Morgan Asphalt for the construction of the 700 N & 900 E Road Improvement Project in the amount of \$442,758 with a ten percent (10%) contingency allowance of \$44,275 for a total project budget of \$487,033, and authorize staff to proceed with the preparation of contract documents.

SUPPORTING DOCUMENTS

1. Bid Tabulation
2. Plan Sheet 2.2 – Site Plan
3. Plan Sheet N.A. Parking & Intersection Alternative

Bid Tabulation

700 North & 900 East Road Improvement Project

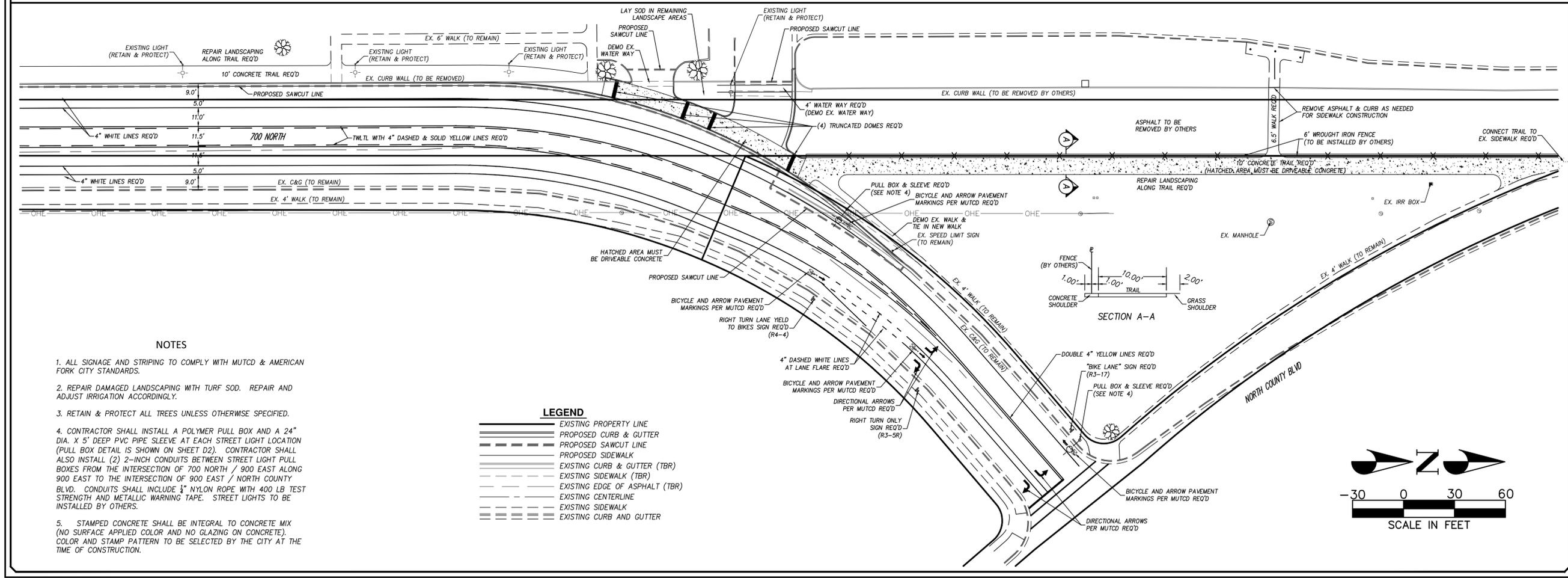
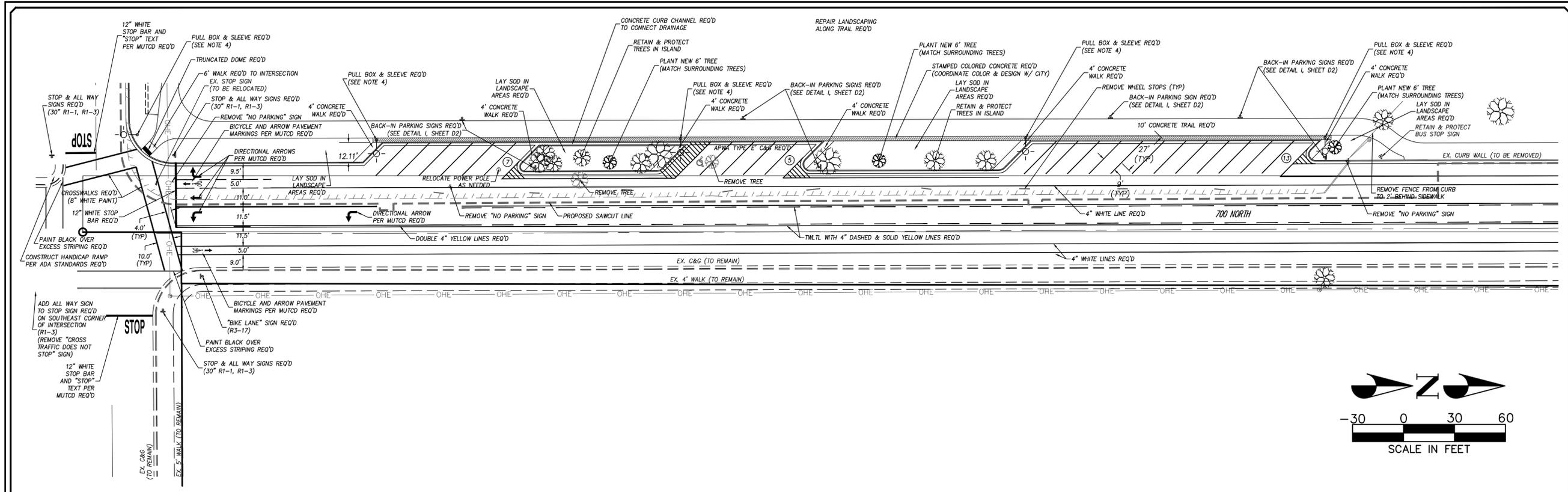
Bid Opening: AFC Historic City Hall
 Date: Wednesday, March 12, 2015
 Time: 3:30:00 AM

For: American Fork City
 700 North & 900 East Road Improvement Project
 51 East Main Street
 American Fork, UT 84003

Project Engineer: PEPG

Item	Description	Morgan Asphalt	Landmark Excavating, Inc.	Staker Parson Co.	Geneva Rock Products	S & L Inc.	B Jackson Const.
1	Mobilization	\$ 18,000.00	\$ 18,000.00	\$ 34,200.00	\$ 40,000.00	\$ 39,484.56	\$ 45,500.00
2	Quality Control	\$ 3,400.00	\$ 5,500.00	\$ 9,000.00	\$ 12,000.00	\$ 11,990.72	\$ 3,700.00
3	Traffic Control	\$ 8,500.00	\$ 14,865.00	\$ 18,500.00	\$ 15,000.00	\$ 21,425.60	\$ 14,400.00
4	Erosion Control/SWPPP	\$ 5,200.00	\$ 10,000.00	\$ 2,700.00	\$ 10,000.00	\$ 13,647.97	\$ 6,000.00
5	Survey Layout	\$ 4,200.00	\$ 7,500.00	\$ 7,084.00	\$ 14,000.00	\$ 7,918.40	\$ 3,900.00
6	Demolition - Asphalt & Concrete	\$ 5,700.00	\$ 14,440.00	\$ 13,490.00	\$ 7,600.00	\$ 7,220.00	\$ 8,550.00
7	Demolition - Curb & Gutter	\$ 1,690.00	\$ 2,093.00	\$ 3,744.00	\$ 2,600.00	\$ 1,410.50	\$ 2,275.00
8	Demolition - Sign and Pole	\$ 675.00	\$ 300.00	\$ 150.00	\$ 345.00	\$ 504.00	\$ 111.00
9	Demolition - Sign from Existing Pole	\$ 100.00	\$ 69.00	\$ 50.00	\$ 55.00	\$ 168.00	\$ 16.00
10	Demolition - Wheel stops	\$ 770.00	\$ 418.00	\$ 638.00	\$ 1,155.00	\$ 924.00	\$ 275.00
11	Demolition - Fence	\$ 450.00	\$ 41.40	\$ 420.00	\$ 450.00	\$ 201.60	\$ 795.00
12	Demolition - Tree	\$ 1,300.00	\$ 460.00	\$ 1,240.00	\$ 850.00	\$ 1,979.60	\$ 770.00
13	Demolition - Paint over Existing Striping	\$ 400.00	\$ 460.00	\$ 350.00	\$ 425.00	\$ 565.60	\$ 592.00
14	Relocation - Road Sign	\$ 270.00	\$ 69.00	\$ 170.00	\$ 250.00	\$ 339.36	\$ 146.00
15	Relocation - Mailbox	\$ 270.00	\$ 250.00	\$ 125.00	\$ 250.00	\$ 336.00	\$ 230.00
16	Relocation - Power Pole	N/A	N/A	N/A	N/A	N/A	\$ 365.00
17	Reconstruction - ADA Ramp with Truncated Dome	\$ 2,640.00	\$ 1,500.00	\$ 2,800.00	\$ 975.00	\$ 1,238.72	\$ 1,840.00
18	Clearing and Grubbing	\$ 8,550.00	\$ 38,475.00	\$ 38,475.00	\$ 8,550.00	\$ 31,635.00	\$ 13,680.00
19	Material Excavation & Transport	\$ 13,000.00	\$ 4,381.00	\$ 31,720.00	\$ 14,300.00	\$ 20,384.00	\$ 22,828.00
20	Road Sign	\$ 3,500.00	\$ 3,318.00	\$ 3,290.00	\$ 3,920.00	\$ 3,563.28	\$ 2,730.00
21	Additional Road Sign on Exist/New Pole	\$ 460.00	\$ 401.84	\$ 416.00	\$ 1,120.00	\$ 565.60	\$ 940.00
22	APWA Type E C&G	\$ 39,325.00	\$ 47,905.00	\$ 46,750.00	\$ 48,812.50	\$ 52,140.00	\$ 71,500.00
23	APWA Type P Curb Wall	\$ 2,205.00	\$ 2,010.75	\$ 1,680.00	\$ 2,415.00	\$ 2,080.05	\$ 2,730.00
24	Concrete Curb "U" Channel	\$ 2,655.00	\$ 2,137.50	\$ 1,980.00	\$ 2,970.00	\$ 6,651.90	\$ 2,880.00
25	5" Asphalt with 8" Base for Roadway Areas	\$ 61,020.00	\$ 64,184.00	\$ 77,970.00	\$ 62,150.00	\$ 68,930.00	\$ 65,088.00
26	3" Asphalt with 8" Base for Parking Areas	\$ 12,285.00	\$ 13,981.50	\$ 12,636.00	\$ 13,747.50	\$ 14,859.00	\$ 13,981.50
27	4' Concrete Valley Gutter with Base	\$ 3,526.00	\$ 2,742.90	\$ 3,239.00	\$ 3,587.50	\$ 3,612.10	\$ 2,911.00
28	7" Driveable Concrete with 6" Base	\$ 34,928.00	\$ 30,073.60	\$ 36,112.00	\$ 30,192.00	\$ 21,371.20	\$ 31,080.00
29	4" Concrete Walk with 4" Base	\$ 74,587.50	\$ 78,948.00	\$ 82,620.00	\$ 82,620.00	\$ 82,849.50	\$ 82,620.00
30	Truncated Dome	\$ 1,750.00	\$ 1,750.00	\$ 1,645.00	\$ 1,750.00	\$ 4,196.78	\$ 1,400.00

Item	Description	Morgan Asphalt	Landmark Excavating, Inc.	Staker Parson Co.	Geneva Rock Products	S & L Inc.	B Jackson Const.
31	Stamped Colored Concrete with 4" Base	\$ 11,850.00	\$ 11,805.00	\$ 9,600.00	\$ 13,875.00	\$ 12,795.00	\$ 9,525.00
32	8" Granular Borrow for Soft Spots (As Directed)	\$ 2,840.00	\$ 1,334.80	\$ 2,982.00	\$ 1,420.00	\$ 1,590.40	\$ 15,279.20
33	Landscaping Sod	\$ 6,325.00	\$ 17,250.00	\$ 23,000.00	\$ 34,500.00	\$ 10,580.00	\$ 14,375.00
34	Reseeding	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 510.00	\$ 1,560.00
35	Paint Striping	\$ 3,500.00	\$ 3,565.00	\$ 3,300.00	\$ 4,000.00	\$ 3,506.72	\$ 3,555.00
36	Storm Drain Manhole	\$ 2,350.00	\$ 2,750.00	\$ 2,200.00	\$ 3,000.00	\$ 3,579.07	\$ 2,200.00
37	Storm Drain Manhole on Existing Pipe	\$ 7,650.00	\$ 10,752.00	\$ 6,600.00	\$ 9,300.00	\$ 10,333.68	\$ 7,560.00
38	Curb Inlet Catch Basin	\$ 17,460.00	\$ 21,510.00	\$ 10,200.00	\$ 20,400.00	\$ 16,356.06	\$ 19,620.00
39	Curb Inlet Catch Basin on Existing Pipe	\$ 3,560.00	\$ 3,895.00	\$ 2,800.00	\$ 4,000.00	\$ 2,978.29	\$ 3,880.00
40	3' x 3' Storm Drain Catch Basin	\$ 2,020.00	\$ 1,655.00	\$ 1,400.00	\$ 2,550.00	\$ 2,838.01	\$ 1,235.00
41	5' Diameter Storm Drain Sump	\$ 7,000.00	\$ 9,304.00	\$ 8,000.00	\$ 9,000.00	\$ 10,276.10	\$ 8,280.00
42	Snout	\$ 7,000.00	\$ 4,954.25	\$ 5,425.00	\$ 7,700.00	\$ 3,297.14	\$ 3,682.00
43	10" Wrapped Perforated Underdrain Pipe	\$ 18,960.00	\$ 23,284.80	\$ 15,360.00	\$ 20,640.00	\$ 15,681.60	\$ 32,640.00
44	12" Storm Drain Pipe	\$ 10,416.00	\$ 9,087.96	\$ 6,293.00	\$ 11,067.00	\$ 13,538.63	\$ 23,870.00
45	Bore Under Historic Wall	\$ 1,300.00	\$ 1,000.00	\$ 2,500.00	\$ 1,300.00	\$ 14,648.00	\$ 4,730.00
46	Pull Box & Sleeve for Street Light	\$ 10,220.00	\$ 10,787.00	\$ 7,210.00	\$ 11,200.00	\$ 7,918.40	\$ 10,276.00
47	(2) 2" Conduits for Electrical	\$ 17,825.00	\$ 5,611.00	\$ 11,067.00	\$ 18,600.00	\$ 14,027.50	\$ 16,740.00
48	6' Tree	\$ 825.00	\$ 2,550.00	\$ 1,569.00	\$ 1,500.00	\$ 1,222.05	\$ 1,725.00
Base Bid Grand Total		\$ 442,757.50	\$ 508,870.30	\$ 553,000.00	\$ 557,641.50	\$ 567,869.69	\$ 584,565.70



- NOTES**
1. ALL SIGNAGE AND STRIPING TO COMPLY WITH MUTCD & AMERICAN FORK CITY STANDARDS.
 2. REPAIR DAMAGED LANDSCAPING WITH TURF SOD. REPAIR AND ADJUST IRRIGATION ACCORDINGLY.
 3. RETAIN & PROTECT ALL TREES UNLESS OTHERWISE SPECIFIED.
 4. CONTRACTOR SHALL INSTALL A POLYMER PULL BOX AND A 24" DIA. X 5' DEEP PVC PIPE SLEEVE AT EACH STREET LIGHT LOCATION (PULL BOX DETAIL IS SHOWN ON SHEET D2). CONTRACTOR SHALL ALSO INSTALL (2) 2-INCH CONDUITS BETWEEN STREET LIGHT PULL BOXES FROM THE INTERSECTION OF 700 NORTH / 900 EAST ALONG 900 EAST TO THE INTERSECTION OF 900 EAST / NORTH COUNTY BLVD. CONDUITS SHALL INCLUDE 1/2" NYLON ROPE WITH 400 LB TEST STRENGTH AND METALLIC WARNING TAPE. STREET LIGHTS TO BE INSTALLED BY OTHERS.
 5. STAMPED CONCRETE SHALL BE INTEGRAL TO CONCRETE MIX (NO SURFACE APPLIED COLOR AND NO GLAZING ON CONCRETE). COLOR AND STAMP PATTERN TO BE SELECTED BY THE CITY AT THE TIME OF CONSTRUCTION.

LEGEND

	EXISTING PROPERTY LINE
	PROPOSED CURB & GUTTER
	PROPOSED SAWCUT LINE
	PROPOSED SIDEWALK
	EXISTING CURB & GUTTER (TBR)
	EXISTING SIDEWALK (TBR)
	EXISTING EDGE OF ASPHALT (TBR)
	EXISTING CENTERLINE
	EXISTING SIDEWALK
	EXISTING CURB AND GUTTER

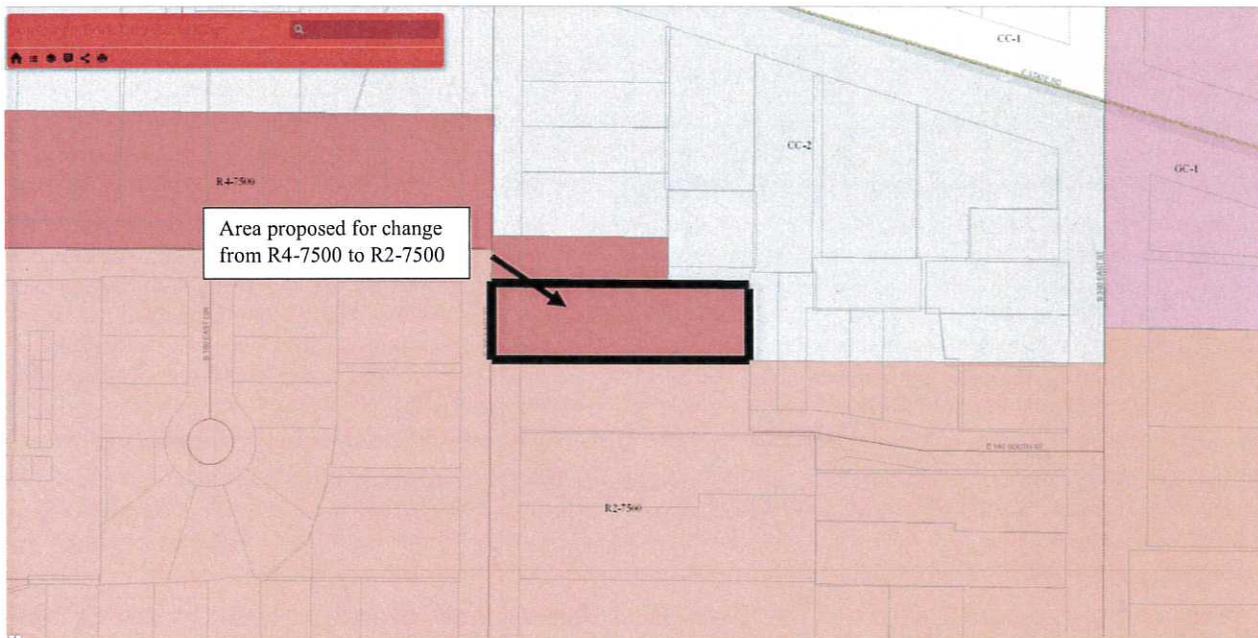
<p>PEPG CONSULTING LLC 8805 S. SANDY PARKWAY • SANDY, UT 84070 PHONE: (801) 562-2521 • FAX: (801) 562-2551 CIVIL ENGINEERING • LAND SURVEYING • GEOTECHNICAL • PROJECT MANAGEMENT MATERIALS TESTING • ENVIRONMENT SERVICES • STRUCTURAL ENGINEERING INORGANIC ANALYSIS • ASPHALT BINDER & EMULSION TESTING</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DATE: 9-13-13</td> <td style="width: 25%;">DRAWN BY: RJK</td> <td style="width: 25%;">DESIGNED BY: RJK</td> <td style="width: 25%;">CHECKED BY: DRS</td> </tr> <tr> <td colspan="2">SURVEY BY: PEPG CREW</td> <td colspan="2">SCALE: 1"=30'</td> </tr> </table>	DATE: 9-13-13	DRAWN BY: RJK	DESIGNED BY: RJK	CHECKED BY: DRS	SURVEY BY: PEPG CREW		SCALE: 1"=30'	
DATE: 9-13-13	DRAWN BY: RJK	DESIGNED BY: RJK	CHECKED BY: DRS						
SURVEY BY: PEPG CREW		SCALE: 1"=30'							
<p>700 NORTH & 900 EAST ROAD IMPROVEMENTS 900 EAST SITE PLAN</p>									
<p>AM. FORK CITY</p>									
<p>FEBRUARY 16, 2015 PROJECT NUMBER: 6.308.1210 DWG. SITE-02 DRAWING FILE</p>									
<p>SHEET NO. 2.2</p>									

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH.
BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended as shown on the map below in the area of 109 South 200 East, from the R4-7500 Residential zone, to the R2-7500 Residential zone.



PART II

That said territory shall hereafter be subject to all requirements and conditions applicable with said zone.

PART III

That this Ordinance shall be in force and effect upon its passage and first publication. PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 24 DAY OF MARCH, 2015.

ATTEST:

James H. Hadfield, Mayor

Richard M. Colborn, City Recorder

AGENDA TOPIC: Hearing, review and action on a zone map amendment from the R4-7500 Residential Zone to the R2-7500 Residential Zone located in the area of 109 South 200 East.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION					
Location:		Approximately 109 South 200 East			
Applicants:		Z-Act Home Development			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential			
Existing Zoning:		R4-7500			
Proposed Zoning:		R2-7500			
Surrounding Zoning:	North	R4-7500, CC-2			
	South	R2-7500			
	East	R2-7500, CC-2			
	West	R2-7500			
Land Use Plan Designation:		Medium Density Residential (6 du/ac)			
Zoning within Land Use Plan?		X	Yes		No

PROJECT DESCRIPTION:

A request for a recommendation of approval for a zone map amendment for property located in the area of 109 South 200 East.

Background

This zone change request is in response to the Z-Act Home Development Inner Block Cottage project. The property is currently a split zone with the northern half being zoned R4-7500 and the southern half zoned R2-7500. At the February 18, 2015 Planning Commission meeting, the subdivision was discussed and as part of the discussion, the issue of the split zone arose. The Planning Commission felt that it made sense to have the property under one zone designation and the applicants agreed. Having the property

under one zone designation makes it cleaner and easier if title searches are conducted by title companies or prospective homeowners. Staff was directed to place this zone change request on the next available agenda for review.

The Land Use Plan designates this area as Medium Density Residential (6 du/ac). The R2-7500 zone falls within that designation of "Medium Density Residential" and the proposed development has a density of close to 6 units per acre.

The zone change may be considered a "house-keeping" item in that the property is no longer split between two zone districts and the resulting zone (R2-7500) is in compliance with the underlying land use designation.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of a zone map amendment in the area of 109 South 200 East, from the R4-7500 to the R2-7500 zone.

to “why” it is warranted, i.e.; number of one-bedroom units as it relates to parking stalls per unit).

Conditions:

- **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.

AMENDED MOTION: Rebecca Staten – To make a finding that there is the cross-access agreement and as well as one-bedroom units that add to the parking ratio. Seconded by Nathan Schellenberg.

Adam Olsen stated that just because this is done here, it doesn't mean a precedent is set. This is why the Commission makes the findings. Others may not meet the same findings so there is no precedence.

Yes	-	Christine Anderson Eric Franson Leonard Hight Nathan Schellenberg Rebecca Staten
No	-	Harold Dudley John Woffinden

Motion passes.

3. **Hearing, review and action on a zone map amendment from the R4-7,500 Residential zone to the R2-7,500 Residential zone located in the area of 109 South 200 East (8:03 p.m.)**

Staff Presentation:

Adam Olsen stated this relates to the Z-Act Home Inner Block Cottage development. The Commission requested it be put in one zone. The north area is in the R4-7500 Zone and the south is in the R2-7500 Zone.

PUBLIC HEARING

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

MOTION: Rebecca Staten - To recommend approval of a zone map amendment in the area of 109 South 200 East, from the R4-7500 to the R2-7500 zone. Seconded by Christine Anderson.

Yes	-	Christine Anderson
-----	---	--------------------

Harold Dudley
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

4. Hearing, review and action on a commercial site plan for the Meadows Apartments located at 697 West Pacific Drive in the SC-1 Planned Shopping Center zone (8:06 p.m.)

Staff Presentation:

Adam Olsen stated this project is located west of Cal Ranch, north of Target, south of Kohls. The project proposes 140 units. There is sufficient covered parking with one stall per unit. Each structure will be four-stories tall with a blend of 1, 2, and 3-bedroom units. The developer is asking the Commission to consider an adjustment in the required parking stalls. The project requires 315 parking stalls, which is 280 for tenants and 35 for visitors. The project proposes 239 stalls. They have provided a parking study identifying similar projects in Salt Lake County. Page 13 of the study shows a breakdown of parking ratios for other projects ranging from 1.28 per unit to 1.94 per unit. The average is close to 1.6 per unit. The study shows a supply of parking averages at two per unit. This project comes in at 1.71. In order to provide or get closer to the required parking spaces, a portion of the property to the north is being subdivided and tied to the parent lot. The subdivision plat shows a zone lot declaration tying parcel A to lot 1. The ordinance requires these to be under the same ownership. The Planning Commission may then be able to make a finding that the parking is sufficient. The City is conducting a study with UDOT and UTA that proposes taking Pacific Drive over I-15 and the railroad tracks to the FrontRunner. The travel easement is a corridor to get from the FrontRunner station to the future tracks line that will run parallel to State Street. There is no timeline for tracks coming down State Street.

Howard Denney stated relative to the site plan, the developer has requested a waiver in the required number of parking stalls and to consider lot 1 and parcel A as one zoning lot. The Commission needs to make a finding that sufficient parking is provided, and that the parking provided is considered to be on one site. Relative to the plat, lot 1 and parcel A need to be considered as one zoning lot with a zoning declaration. Also corrections include a closure error on parcel A, a correction to some of the curb data, the 20-foot transportation easement on the northerly side of Pacific Drive, and the 10-foot transportation easement on southern side of Pacific Drive. These areas may be needed for bus stops not just for tracks. It is proposed a fence be installed on the southerly side of Pacific Drive so access to the parking is at the crosswalks. Potentially other traffic calming devices could be used such as chicanes. Other solutions such as a traffic hawk similar to what is at Lone Peak High School and the hospital could be used. There are many different types of elements that could be applied. Snow plowing is an issue with raised walkways. The City is analyzing this corridor as a collector road between this area and the FrontRunner station. The transportation plan allows this connection to the commercial area and the FrontRunner without using the freeway interchange.



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

Department Planning

Director Approval *Adrian Ok*

AGENDA ITEM Ordinance approving a zone map amendment from the R3-7,500 Residential zone and SC-1 Planned Shopping Center zone to the R4-7,500 Residential zone located at 154 North West State Road.

SUMMARY RECOMMENDATION The planning commission recommended approval of the zone map amendment located at 154 North West State Road with the condition that recording of the ordinance be deferred until the time of approval of an acceptable development plan, as stated in the attached minutes of the March 4, 2015 planning commission meeting.

BACKGROUND The applicant proposes to increase density on the interior portion of the parcel by changing the zone from SC-1 Planned Shopping Center and R3-7,500 Residential zones to the R4-7,500 Residential zone. During the public hearing adjacent commercial property owners voiced concerns regarding the zone map amendment, which led the planning commission to condition the approval of the zone map amendment on the approval of an acceptable development plan. For further analysis please refer to the attached application, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving a zone map amendment from the R3-7,500 Residential zone and SC-1 Planned Shopping Center zone to the R4-7,500 Residential zone located at 154 North West State Road with instructions to the city recorder to defer recording of the ordinance until the time of approval of an acceptable development plan.

SUPPORTING DOCUMENTS

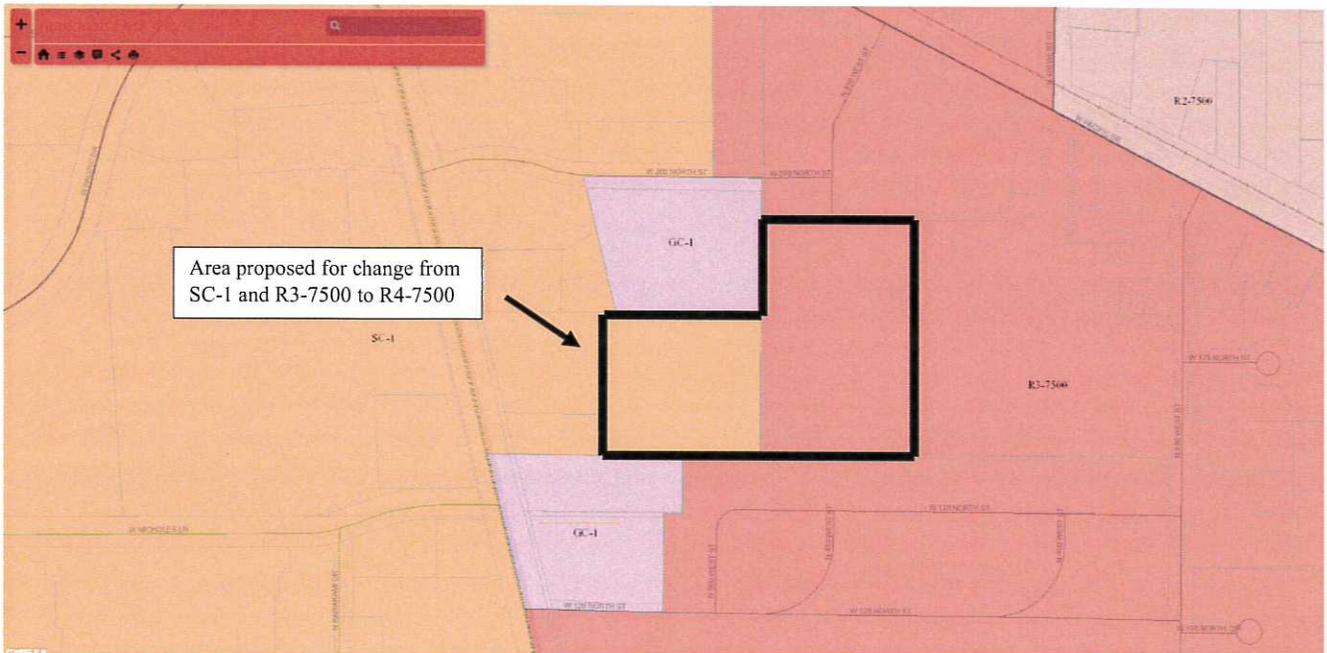
1. Ordinance
2. Application
3. Staff report
4. Planning commission meeting minutes, March 4, 2015

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH.
BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended as shown on the map below in the area of 154 North West State Road, from the R3-7500 Residential zone and the SC-1 Planned Shopping Center zone to the R4-7500 Residential zone.



PART II

That said territory shall hereafter be subject to all requirements and conditions applicable with said zone.

PART III

That this Ordinance shall be in force and effect upon its passage and first publication. PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 24 DAY OF MARCH, 2015.

ATTEST:

James H. Hadfield, Mayor

Richard M. Colborn, City Recorder



AMERICAN FORK CITY – Public Works Department
 275 EAST 200 NORTH, AMERICAN FORK UT 84003
 Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

ZONE CHANGE (blue)

Technical Review Committee Submittal Form

Project Name: Green Spring Meadows
 Location: 135 North State Street
 Description: Town House Community
 Utah County Parcel No(s): 66-051-001
 Property Owner Name: Seven C's Community LLC
 Property Owner Signature: see attached authorization

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Bowler Development L.C. (Attn: Lynn + Heidi)
 Address: PO Box 2111, West Jordan, UT 84084
 Telephone: 801-562-9292 Fax: 801-562-2934
 Email: lynn@1utahhomes.com, heidi@1utahhomes.com, randy@bowlercompanies.com

Submit the following to Kim E. Holindrake, Public Works Dept, 275 East 200 North, by 3:00 p.m. on Monday, (date) 02/02/15

1. Five paper submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. Electronic submittal on disc or flash drive:
 - a. a full plan set in one (1) single pdf
 - b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
 - c. reports (drainage, geotechnical, title) each in a separate pdf
3. Fee as determined at time of Site Plan Review Fee: \$250.00

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

SUBMITTAL CHECKLIST (applicant – check the box to indicate items are included in this submittal)

<input checked="" type="checkbox"/>	Property Size (acres): <u>6.13</u> Current Zone Classification: <u>SC-1 + R3-7500</u>
<input checked="" type="checkbox"/>	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)

<input checked="" type="checkbox"/>	Does the proposed zone change conform to the Land Use Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please submit a request for General Plan Amendment with this application.
<input checked="" type="checkbox"/>	What zone classification are you proposing for the area to be considered? <u>R4-7500</u>
<input checked="" type="checkbox"/>	Map illustrating property to be changed.

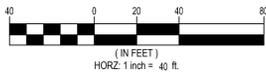
Link to Development Code

<http://library.municode.com/index.aspx?clientId=14764>

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102



HORIZONTAL GRAPHIC SCALE



THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

COLORADO SPRINGS
Phone: 719.476.0119

WWW.ENSIGNENG.COM

FOR:
BOWLER DEVELOPMENT
P.O. BOX 2111
WEST JORDAN, UTAH 84084
CONTACT:
LYNN BOWLER
PHONE: 801-718-8144

AMERICAN FORK CONCEPT

AMERICAN FORK, UTAH

CONCEPT PLAN

PROJECT NUMBER: N/A
PRINT DATE: 2015-01-25
DRAWN BY: Q. ELDER
CHECKED BY: J. FORD
PROJECT MANAGER: J. FORD

EX-100

AGENDA TOPIC: Hearing, review and action on a zone map amendment from the R3-7500 Residential Zone to the R4-7500 Residential Zone located at 154 North West State Road.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION			
Location:		154 North West State Road	
Applicants:		Bowler Development	
Existing Land Use:		Vacant	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Commercial, Residential	
	South	Residential	
	East	Residential	
	West	Commercial	
Existing Zoning:		SC-1 (Planned Shopping Center), R3-7500	
Proposed Zoning:		R4-7500	
Surrounding Zoning:	North	GC-1 (General Commercial), R3-7500	
	South	R3-7500	
	East	R3-7500	
	West	SC-1 (Planned Shopping Center)	
Land Use Plan Designation:		High Density Residential (12 du/ac)	
Zoning within Land Use Plan?		X	Yes
			No

PROJECT DESCRIPTION:

A request for a recommendation of approval for a zone map amendment for property located at 154 North West State Road.

Background

Bowler Development proposes a zone change on a portion of property located at 154 North West State Road. The zone change is in anticipation of a residential development. A concept plan of the future development is included in the submittal package. The property is currently zoned R3-7500 and SC-1. The applicants propose to leave the property adjacent to State Street in the SC-1 zone, but amend the remainder to the R4-7500 zone.

As illustrated on the concept plan, the applicants intend to develop a majority of the property into a residential townhome PUD development. The underlying land use designation is “high density residential”, which equates to a density of 12 du/ac. The proposed change to the R4-7500 zone is in harmony with the underlying land use designation.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of a zone map amendment in the area of 154 North West State Road, from the R3-7500 and SC-1 zones to the R4-7500 zone.

Howard Denney questioned that there is no temporary turnaround in that it doesn't have a dedication with this plat.

Applicant Presentation:

Ken Berg stated there will be a temporary turnaround, and it could be added as a dedication. It shouldn't be an issue.

MOTION: Nathan Schellenberg - To recommend approval of final plat of Autumn Crest, Plat D, with the findings and condition as listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

Findings:

- **The final plat is consistent with the Land Use Plan.**
- **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.**

Conditions:

- **Water rights conveyance, if required, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Rebecca Staten.

AMENDED MOTION: Nathan Schellenberg - Subject to a temporary turn around easement. Accepted and seconded by Rebecca Staten.

Yes - Christine Anderson
Harold Dudley
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

8. **Hearing, review and action on a zone map amendment from the R3-7,500 Residential zone and SC-1 (Planned Shopping Center) zone to the R4-7,500 Residential zone located at 154 North West State Road (9:10 p.m.)**

Staff Presentation:

Adam Olsen stated this project is north of the Seven C's community. It is requested in anticipation of a future townhome development. Commercial use will remain along State Street.

The underlying land use is high density so the project is in harmony with the land use designation. There is no connection to the north because those are private streets. This is just a concept plan. This will be an area of R4-7500 with R3-7500 on either side. The underlying land use supports either zone. They are asking for the higher zone to do the attached housing, which is like a PUD concept. The land use allows ranges from R1-7500 to R4-7500. There is an open space requirement in the R4-7500 that will be addressed as it moves forward. The commercial land use designations of GC-1 and GC-2 support the underlying land use plan.

PUBLIC HEARING

Joseph Phelon stated he represents Timp Rentals and PDJ Properties. The current proposal extends the high density residential to his property line on the north. In reviewing the proposal, he sees six buildings within a few feet of his property line. Having these buildings so close to his property is problematic. He opens at 7:30 am every day but Sunday. He uses machinery, equipment, and vehicles at this time. The noise will most likely wake up people so close to his property. Other businesses open at 8 am and will utilize their equipment. Service businesses are not in close proximity to residential because of the noise. For this reason he highly discourages the proposal. If it moves forward he urges the area north of his property be used as green space or parking for the benefit to those living in the new development. His equipment trailers are a buffer to the homes to the east of his business. He has not received any complaints from those residents.

Craig Oliver stated he is the owner of Tunex. He is concerned about the housing behind his business. He has had problems with theft in the past. He is worried about his front lot becoming a parking lot. He currently has problems with UTA because of a stop in front of his business. More of this area should be commercial.

Close public hearing.

Applicant Presentation:

Randy Bowler stated he appreciates the comments from neighbors. He has tried to market the commercial area and found that it is too far removed back from State Street for viable commercial. He proposed to leave one acre in front and the balance will be residential.

Commission Discussion:

Harold Dudley requested the applicant to work closely with neighbors so they are in agreement with the development. There are real concerns.

Eric Franson stated he believes a zone is being put within another zone. The back property line of Timp Rentals should be the boundary for the commercial.

Nathan Schellenberg has concerns with the homes abutting the current IFA.

Christine Anderson stated there are areas of land in the concept plan that are more open and wonders if those could be moved to separate the commercial from the residential.

MOTION: Eric Franson - To recommend denial of a zone map amendment in the area of 154 North West State Road, from the R3-7500 and SC-1 zones to the R4-7500 zone.

Seconded by Nathan Schellenberg.

Further Discussion:

Nathan Schellenberg stated the concept plan should address the concerns. He doesn't agree with the R4-7500 zoning.

Christine Anderson stated that the project still falls under the land use plan.

Adam Olsen stated the recommendation for denial sends it to City Council.

Yes	-	Eric Franson Leonard Hight Nathan Schellenberg John Woffinden
No	-	Christine Anderson Harold Dudley Rebecca Staten

Motion passes.

MOTION: Eric Franson – To reconsider the item. Seconded by Christine Anderson.

Yes	-	Christine Anderson Harold Dudley Eric Franson Leonard Hight Nathan Schellenberg Rebecca Staten John Woffinden
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Motion passes.

Further Discussion:

Discussion regarding sound barriers and being adjacent to the commercial will be dealt with at the time of site plan. The motion can state that if the site plan is not approved then the zone doesn't change.

MOTION: Rebecca Staten - To recommend approval of a zone map amendment in the area of 154 North West State Road, from the R3-7500 and SC-1 zones to the R4-7500 zone on the condition that the site plan meets approval and that the zone change is not recorded until the site plan meets approval. Seconded by Harold Dudley.

Yes	-	Christine Anderson Harold Dudley Leonard Hight Nathan Schellenberg Rebecca Staten John Woffinden	
No	-	Eric Franson	Motion passes.

9. Hearing, review and action on a commercial site plan for a Maverik Service Station located at 1078 East State Road in the GC-2 General Commercial zone (9:41 p.m.)

Staff Presentation:

Adam Olsen reported there are two access points proposed on the northwest and east sides. Both roads are controlled by UDOT so permits are in the hands of UDOT. The developer was asked to move the northwest access as far west as possible. The southern half of the lot will be undeveloped at this time and used by another entity. The old home will be demolished.

Howard Denney stated the final plat requires a cross access easement on the west side that must be dimensioned or refer to a previously recorded document by document number. The note stating a 10-foot PUE to be vacated upon recording must be removed. There is a specific public process to be followed by State law. A UDOT access permit needs to be obtained. There is a waiver process through UDOT that needs to be followed. There must be permission or a permit from UDOT for storm water to be discharged into UDOT's drainage system. The proposed pressurized irrigation system actually shows tapping into an irrigation ditch so this needs to be changed. The fueling island must be self-contained for drainage. The irrigation line will be moved according to the American Fork Irrigation Company.

Applicant Presentation:

Tod Myers stated there are two accesses on UDOT streets, which have been accepted by UDOT. They have dedicated enough area for a travel lane on Utah County Boulevard to extend to the residential area. A right-in right-out was approved previously for a 7-11 a few years ago. UDOT will allow a full access if they combine the two parcels. The neighbor signed an access agreement that will put 20 feet on the Maverik side and ten feet on the neighboring side. The lane extends to the dumpster. They built a store in Pleasant Grove two years ago, but architectural plans have been revised. This new building design includes an additional 200 square feet with new architectural features. There is an additional customer door on the east side. There are covered picnic tables planned with this new design and additional small tables and bar seating inside. There is a grill inside. The gas dispensers are 40.5 feet to building and 40.5 feet to landscaping.

PUBLIC HEARING

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



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

Department Planning

Director Approval *Adrian Oh*

AGENDA ITEM Ordinance approving 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.

SUMMARY RECOMMENDATION The planning commission recommended approval of the site plan for the American Fork Apartments with findings and conditions as stated in the attached minutes of the March 4, 2015 planning commission meeting.

BACKGROUND The applicant proposes a 192 unit apartment complex located immediately south of the Perry Commercial Real Estate-American Fork Shopping Center (Vasa, Big Lots etc.) in the PC-Planned Community zone. The planning commission focused its discussion on the adequacy of the provided parking and found that the addition of shared overflow parking in the south-eastern section of the shopping center will satisfy parking needs. For further analysis please refer to the attached site plan, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving 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, with instructions to the city recorder to withhold publication of the ordinance subject to:

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

SUPPORTING DOCUMENTS

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

ORDINANCE NO.

AN ORDINANCE APPROVING THE SITE PLAN FOR AMERICAN FORK APARTMENTS CONSISTING OF 192 UNITS, LOCATED IN THE AREA OF 300 SOUTH 650 EAST IN THE PC-PLANNED COMMUNITY ZONE.

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The Site Plan for American Fork Apartments consisting of 192 units, located in the area of 300 South 650 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 24 DAY OF MARCH, 2015.

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder



AMERICAN FORK APARTMENTS
SITE PLAN
AMERICAN FORK, UTAH

NO.	DATE	DESCRIPTION
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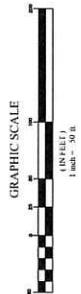
AMERICAN FORK APARTMENTS
AMERICAN FORK, UTAH
EROSION CONTROL PLAN

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EROSION CONTROL PLAN

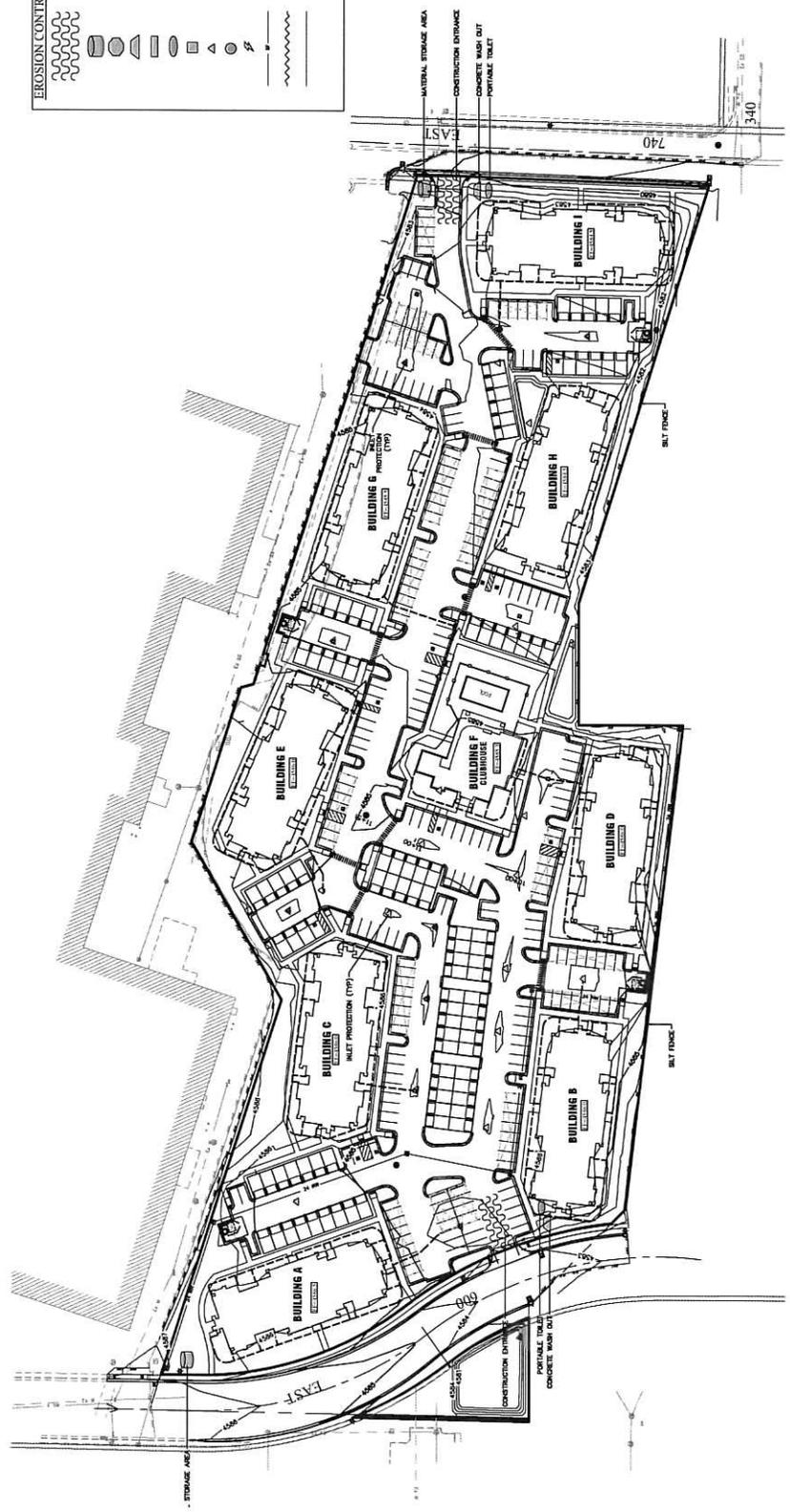
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EROSION CONTROL LEGEND

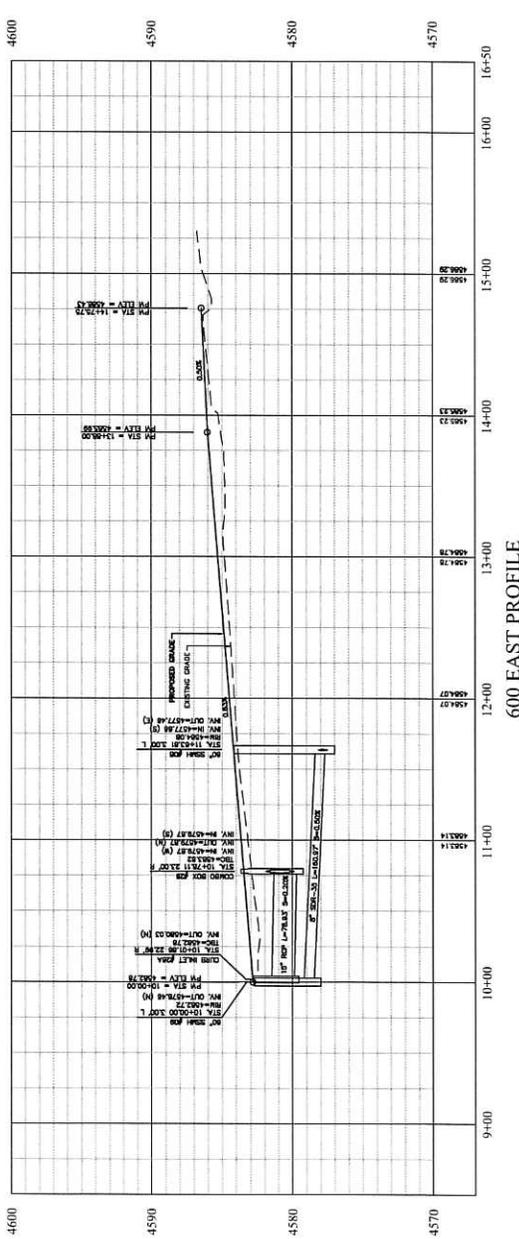
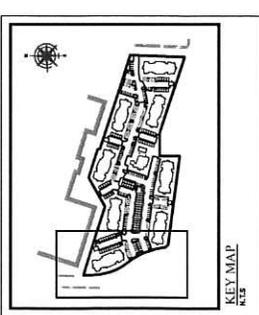
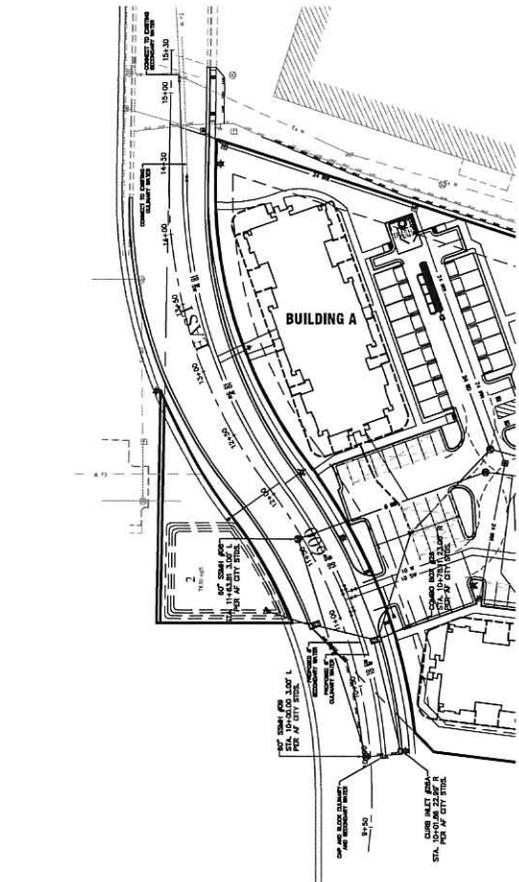
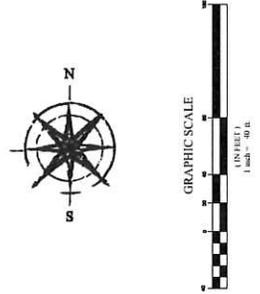
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- CONCRETE WASHOUT
- TRASH BIN
- PORTABLE TOILET
- CONSTRUCTION TABLE
- INLET PROTECTION
- SURFACE WATER
- OUTFALL
- SEE FENCE
- UTILITY CURB
- POUR WALL





AMERICAN FORK APARTMENTS
AMERICAN FORK, UTAH
P&P - 600 EAST

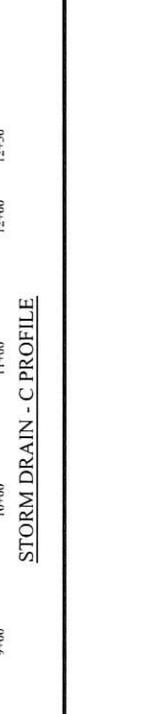
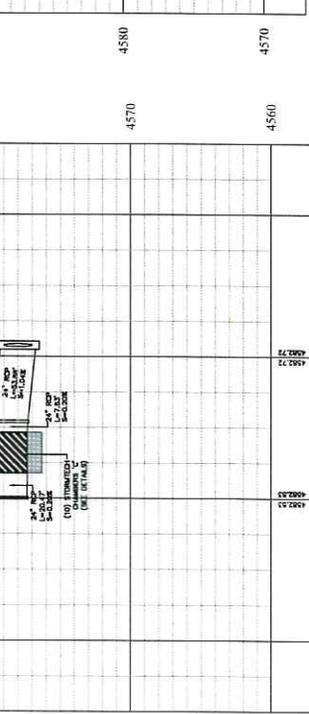
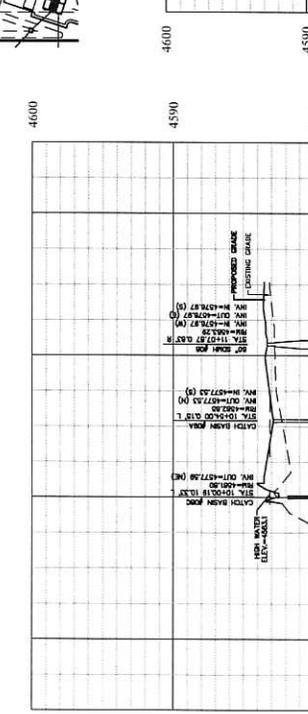
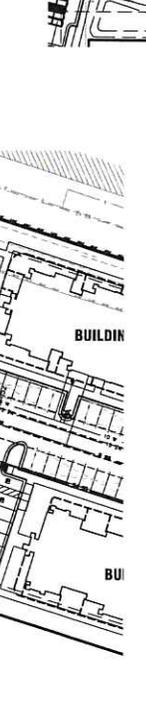
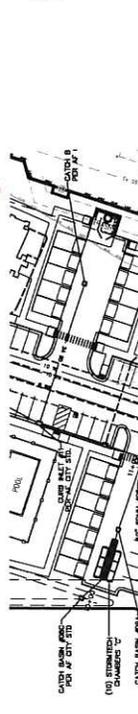
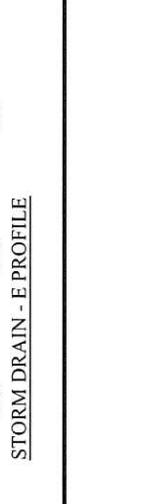
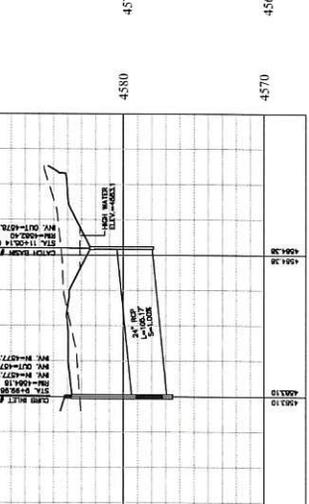
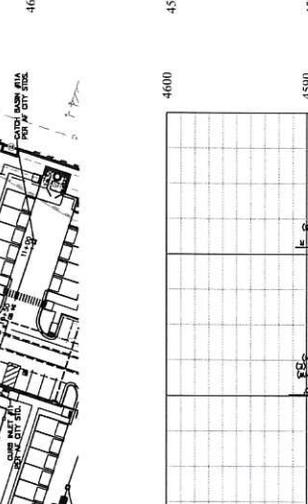
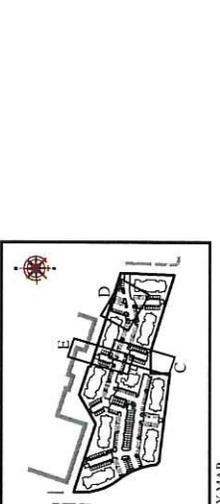
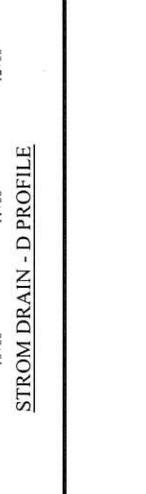
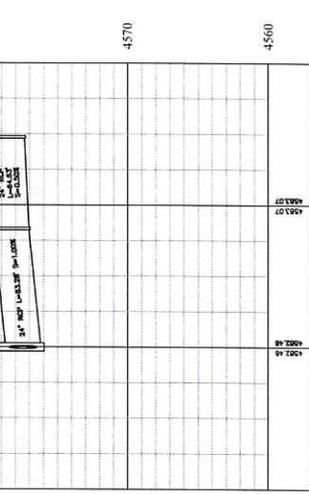
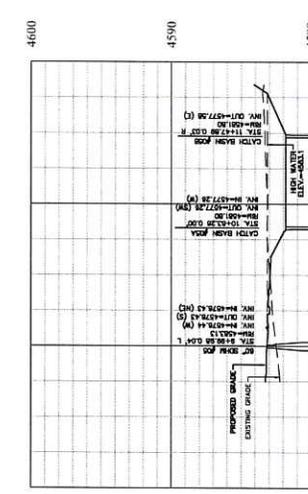
NO.	DATE	DESCRIPTION



600 EAST PROFILE



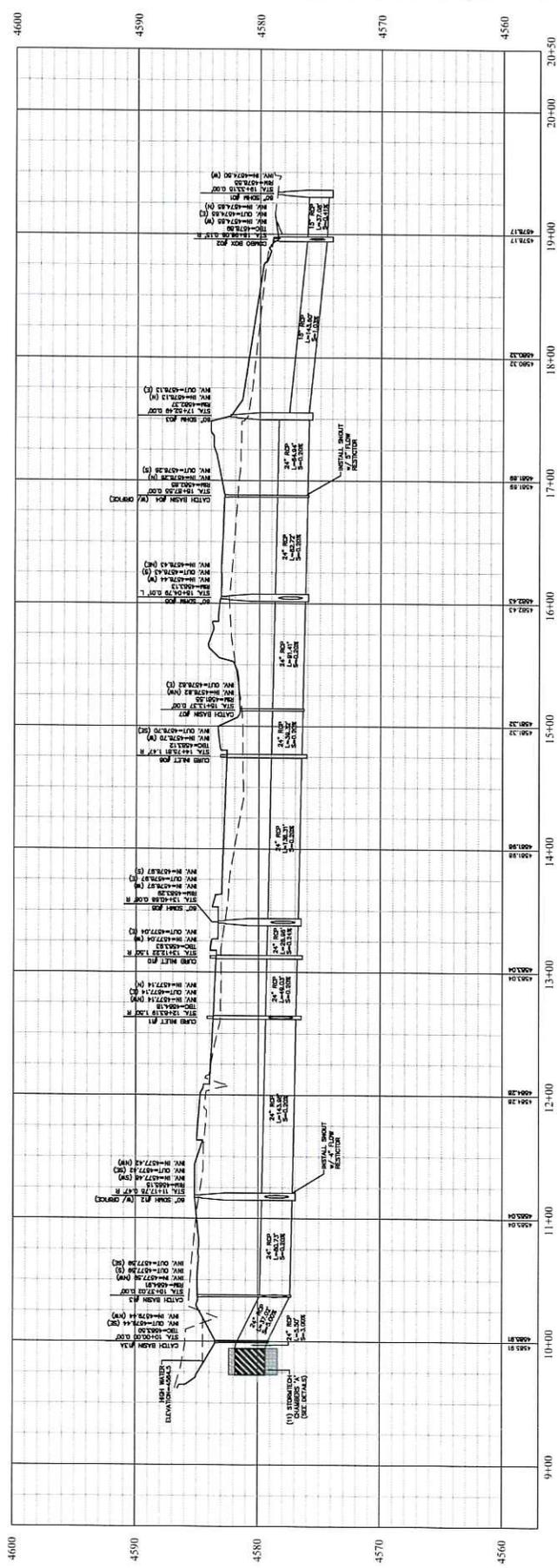
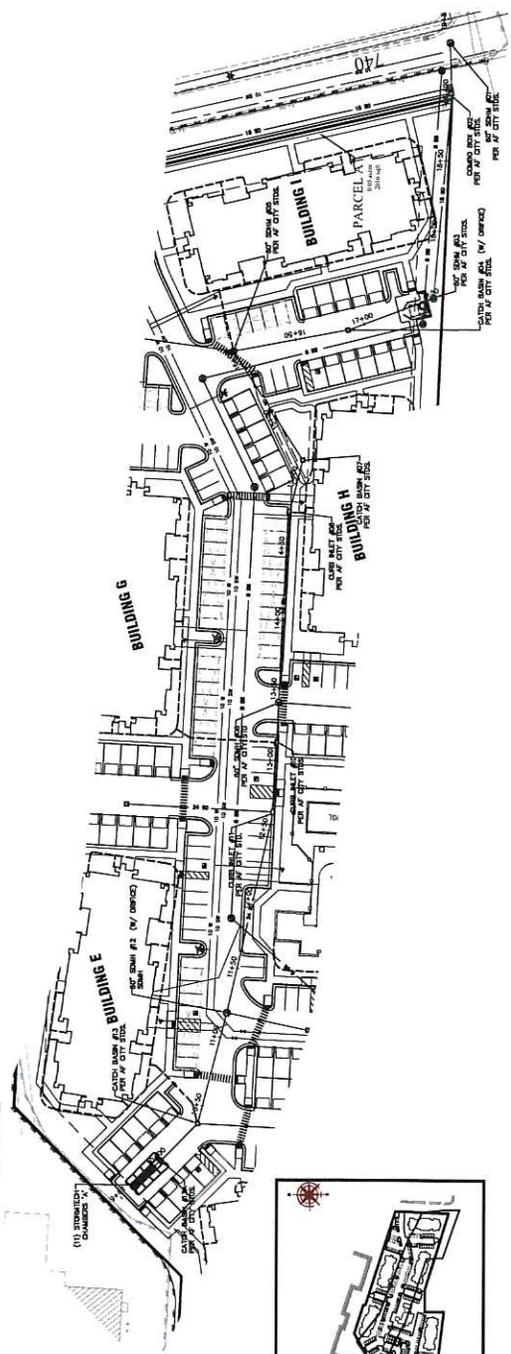
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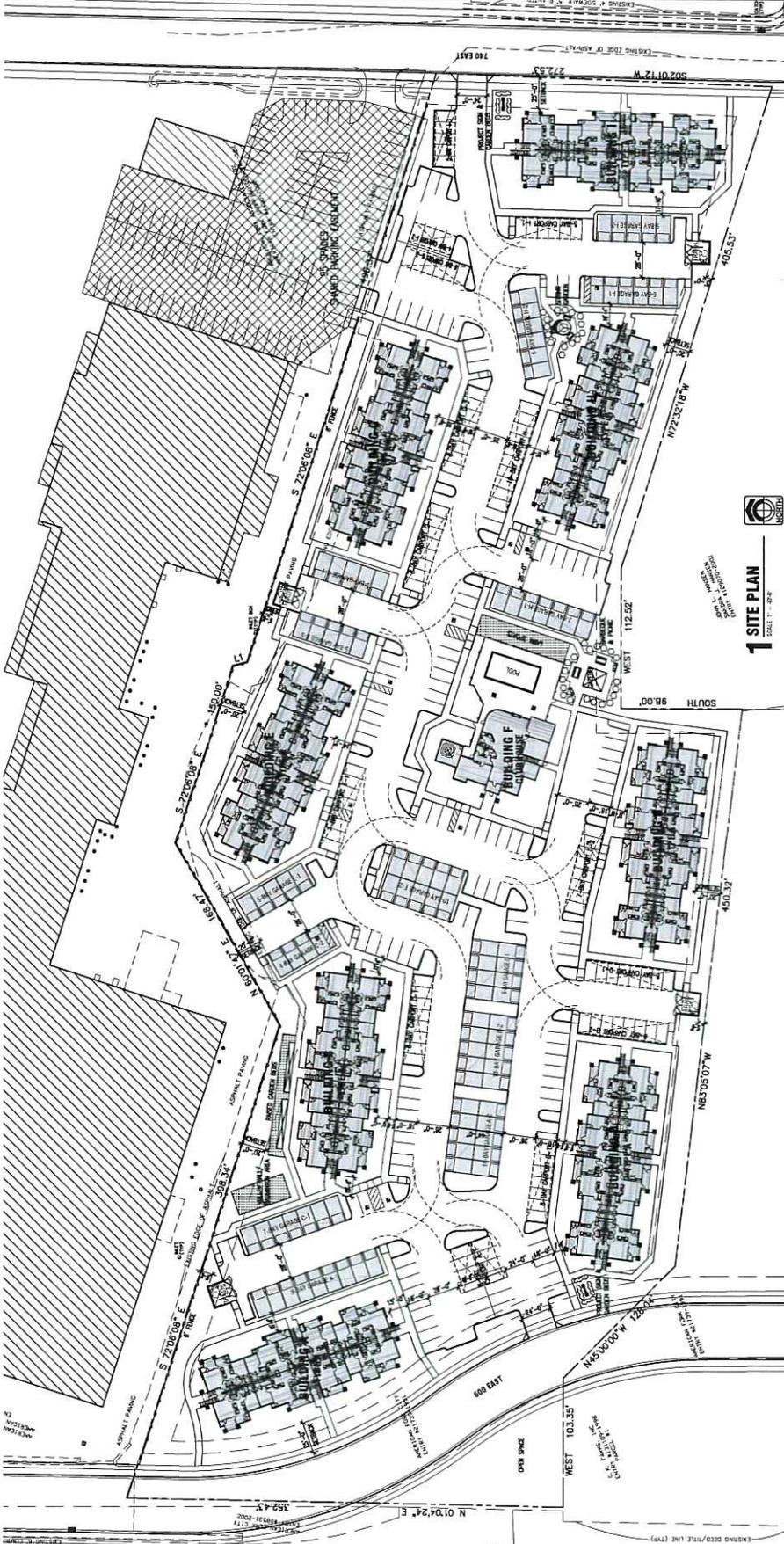


AMERICAN FORK APARTMENTS
AMERICAN FORK, UTAH
P&P - STORM DRAIN

REVISION BLOCK	DATE	DESCRIPTION



STORM DRAIN PROFILE



1 SITE PLAN
SCALE 1" = 20'

PROJECT DIRECTORY

OWNER
PERRY CONSTRUCTION
1000 S. MAIN ST. SUITE 200
AMERICAN FORK, UT 84403
CONTACT: BOB PERRY
F (801) 285-2124
E BobPerry@perryconstruction.com

ARCHITECT
THE ARCHITECTS OFFICE, P.C.
1000 S. MAIN ST. SUITE 200
AMERICAN FORK, UT 84403
CONTACT: JOHN PRICE
F (801) 285-2124
E JohnPrice@taoarchitects.com

PROJECT SCOPE
PROJECT SCOPE: PROJECT SITE AREA: 20.883 S.F. ±
APARTMENT SITE AREA: 387.61 S.F. ±
8.89 ACRES

ZONING
R-100 (RESIDENTIAL SINGLE-FAMILY)

PERMITTED DEVELOPMENT
TOTAL CLUSTERHOUSE BUILDINGS: 1
TOTAL GARAGE STRUCTURES: 0
TOTAL GARAGE STALLS: 0
TOTAL APARTMENT BUILDINGS: 0
TOTAL APARTMENT UNITS: 182
APARTMENT UNIT MIX:
1-BEDROOM / 1-BATH JUNIOR UNITS: 48 (26%)
1-BEDROOM / 1-BATH UNITS: 48 (26%)
2-BEDROOM / 1-BATH UNITS: 48 (26%)
2-BEDROOM / 2-BATH UNITS: 48 (26%)

SETBACKS
600' EAST: 25'
740' EAST: 20'
SOUTH: 20'

MAXIMUM BUILDING HEIGHT PROPOSED: 35 FT.
MAXIMUM BUILDING HEIGHT ALLOWED: 45 FT.

PROJECT SUMMARY

PERMITTED DEVELOPMENT
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TOTAL GARAGE STRUCTURES: 0
TOTAL GARAGE STALLS: 0
TOTAL APARTMENT BUILDINGS: 0
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2-BEDROOM / 1-BATH UNITS: 48 (26%)
2-BEDROOM / 2-BATH UNITS: 48 (26%)

TOTAL PARKING SPACES REQUIRED: 432
1/4 UNIT X 2.25 STALLS PER UNIT = 384
1 GUEST SPACE PER 4 UNITS = 48

TOTAL PARKING SPACES PROVIDED: 432 (2.25/UNIT)
TOTAL STANDING STALLS PROVIDED: 139 (7 HC)
TOTAL COMPACT STALLS PROVIDED: 293 (161 C HC)
TOTAL SHARED PARKING SPACES: 55
TOTAL ACCESSIBLE SPACES PROVIDED: 55 (9 REGO)
TOTAL COMPACT STALLS PROVIDED: 293

VICINITY MAP

PROJECT SUMMARY

PERMITTED DEVELOPMENT
TOTAL CLUSTERHOUSE BUILDINGS: 1
TOTAL GARAGE STRUCTURES: 0
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KEYNOTES

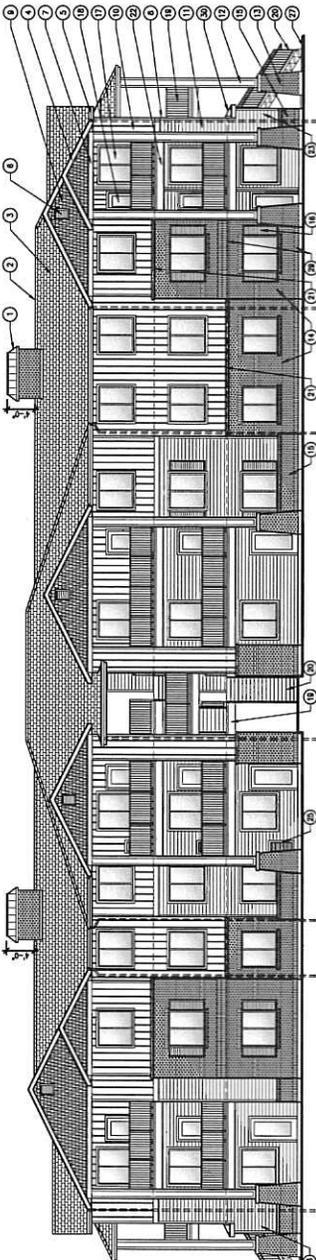
1. CONCRETE STRUCTURE PER DETAIL 1/4"=1'-0" WITH PRETENSIONED METAL ROOF CAP AND BRACK.
2. ASPHALT SHINGLE ROOF / 1/2" CPD.
3. ARCHITECTURAL FINISHED REINFORCING ROOF SHEATHS.
4. 5/8" x 8' x 4" PAINTED SHUNT TRIM SHANK AND SHANK FASCIA WITH INTERLOCKED METAL SHIP JOINT.
5. PRE-FINISHED METAL, GUTTER AND DOWNSPUT FOR ROOF FLANK. FINAL LOCATION AND HANGER CONNECTIONS TO BE DETERMINED BY THE GENERAL CONTRACTOR.
6. 1/2" x 2" x 4" WALL SHANK JOINT.
7. 5/8" x 8' x 4" PAINTED HANGBOARD SHANK TRIM.
8. 1" x 2" x 4" PAINTED HANGBOARD SHANK TRIM.
9. 1" x 2" x 4" PAINTED HANGBOARD SHANK TRIM.
10. 1/2" SHANK & BUTTER STYLE PAINTED HANGBOARD SHANK.
11. 5" CLAYPANE STYLE PAINTED HANGBOARD SHANK.
12. PAINTED HANGBOARD COLUMN.
13. 4" BRICK VENEER COLUMN SIDE WITH SHIMMING CAP PER DETAIL 1/4"=1'-0".
14. 4" BRICK VENEER WALL.
15. 4" BRICK VENEER WINDOOST WITH BRICK CAP.
16. PRE-FINISHED METAL SHUTTERS.
17. 1/2" SHANK BRACKET FOR HANGBOARD SHANK WITH 1/2" x 4" PAINTED HANGBOARD TRIM.
18. 1/2" SHANK BRACKET FOR HANGBOARD SHANK WITH 1/2" x 4" PAINTED HANGBOARD TRIM.
19. SHANK HANGING WITH PAINTED STEEL CHANNEL PER DETAIL 1/4"=1'-0".
20. PAINTED STEEL SHANK STRUCTURE WITH PRE-CAST CONCRETE TRUSS AND PAINTED STEEL CHANNEL AND HANGING PER DETAIL 1/4"=1'-0".
21. FORMS CASTED BRICK TOP CAP WITH FLASING PER DETAIL 1/4"=1'-0".
22. CONCRETE FOUNDATION PER DETAIL 1/4"=1'-0".
23. WALL MOUNT ELECTRICAL BOXES FOR BUILDING TYPE A (BUILDING TYPE B SHOWN). VERIFY SIZE OF ELECTRICAL EQUIPMENT WITH ELECTRICAL CONTRACTOR AND ADJUST THE SIZE OF THE ENCLOSURE TO ACCOMMODATE THE EQUIPMENT.
24. WALL MOUNT ELECTRICAL BOXES FOR BUILDING TYPE B. VERIFY SIZE OF ELECTRICAL EQUIPMENT WITH ELECTRICAL CONTRACTOR AND ADJUST THE SIZE OF THE ENCLOSURE TO ACCOMMODATE THE EQUIPMENT.
25. PRE-FINISHED METAL HANG LEADERS WITH PAINTED HANGBOARD TRIM.
26. CONCRETE FOUNDATION WALL.
27. FINISH GROUND SLUVE AWAY FROM BUILDING AT 20' MIN.
28. RETIRED 2-HOUR FIRE WALL LOCATION. EXTERIOR WALLS TO BE 1-HOUR CONSTRUCTION PER DETAIL 1/4"=1'-0".
29. BRICK SOLID CORE AT FLOOR LINE.
30. PRE-FINISHED SHANK SHANK WALL JOINT.

GENERAL NOTES

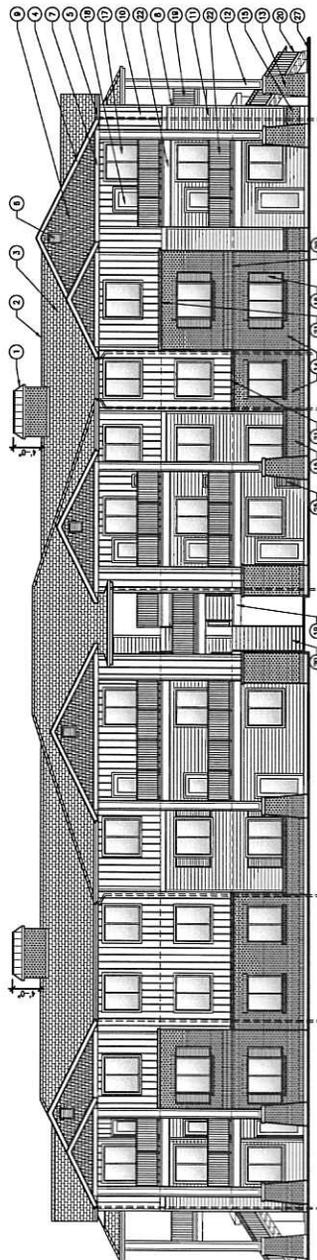
1. ALL NOTES ON ELEVATIONS ARE TRUCK AND APPLY TO ALL ELEVATIONS.
2. REFER TO CONSTRUCTION TYPE DETAILS (AIDS AND ALES) AND SPECIFICATIONS FOR ADDITIONAL EXTERIOR FINISH MATERIALS.
3. COLOR AND MATERIAL SELECTIONS TO BE APPROVED BY THE ARCHITECT. ALL EXTERIOR MATERIALS TO BE MATCHED TO THE ARCHITECT'S MATERIAL SAMPLES. ALL EXTERIOR MATERIALS TO BE MATCHED TO THE ARCHITECT'S MATERIAL SAMPLES.
4. VERIFY ALL FINISH MATERIALS FOR CORRECT COLOR AND FINISH. VERIFY ALL FINISH MATERIALS FOR CORRECT COLOR AND FINISH. VERIFY ALL FINISH MATERIALS FOR CORRECT COLOR AND FINISH.
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EXTERIOR FINISH SCHEDULE

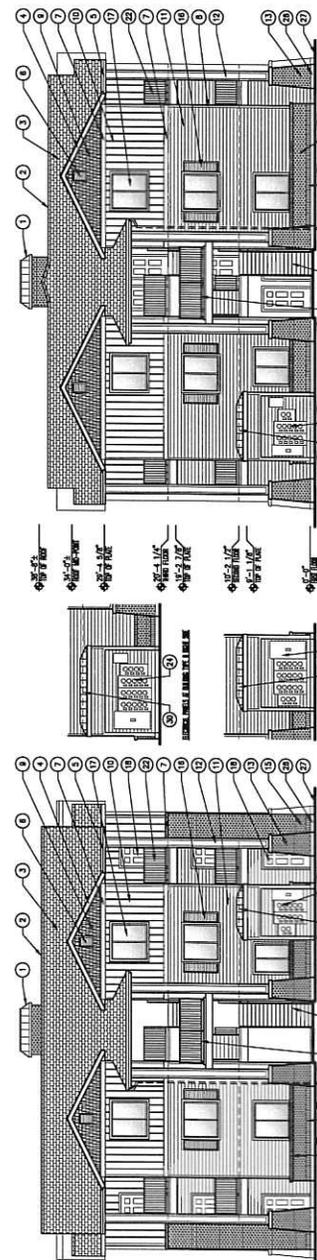
FINISH CODE	FINISH COLOR	MATERIAL	FINISH COLOR
ASPHALT SHINGLE	ASPHALT SHINGLE	ASPHALT SHINGLE	ASPHALT SHINGLE
OUTDOOR & DOWNSPUTS	OUTDOOR & DOWNSPUTS	OUTDOOR & DOWNSPUTS	OUTDOOR & DOWNSPUTS
FOODS	FOODS	FOODS	FOODS
4" HANGBOARD TRIM	4" HANGBOARD TRIM	4" HANGBOARD TRIM	4" HANGBOARD TRIM
SINGLE SHANK	SINGLE SHANK	SINGLE SHANK	SINGLE SHANK
SHANK & BUTTER SHANK			
CLIP SHANK	CLIP SHANK	CLIP SHANK	CLIP SHANK
HANGBOARD COLUMN	HANGBOARD COLUMN	HANGBOARD COLUMN	HANGBOARD COLUMN
BRICK VENEER	BRICK VENEER	BRICK VENEER	BRICK VENEER



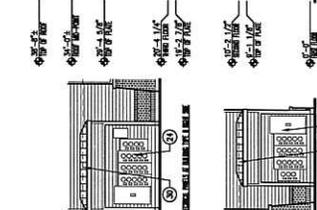
1 BUILDING TYPE A: FRONT ELEVATION
SCALE 1/8" = 1'-0"



2 BUILDING TYPE A: REAR ELEVATION
SCALE 1/8" = 1'-0"



3 BUILDING TYPE A & B: LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"



4 BUILDING TYPE A & B: RIGHT SIDE ELEVATION
SCALE 1/8" = 1'-0"

FLOOR PLAN KEYNOTES ①

1. PROVIDE SLOPE FOR ROOF. PROVIDE SLOPE ON EXTERIOR OF THE DOOR IN ONE-WAY SYSTEMS TO THE EXTERIOR. PROVIDE SLOPE ON EXTERIOR OF THE DOOR IN TWO-WAY SYSTEMS TO THE EXTERIOR. PROVIDE SLOPE ON EXTERIOR OF THE DOOR IN ONE-WAY SYSTEMS TO THE EXTERIOR. PROVIDE SLOPE ON EXTERIOR OF THE DOOR IN TWO-WAY SYSTEMS TO THE EXTERIOR.
2. ELECTRICAL, MECHANICAL AND PIPING, VERIFY EXISTING CONDITIONS AND PROVIDE NEW AS NECESSARY. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
3. ELECTRICAL, MECHANICAL AND PIPING, VERIFY EXISTING CONDITIONS AND PROVIDE NEW AS NECESSARY. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
4. CHECKS OF ROOF DECKS TO BE MADE TO DETERMINE THE CONDITION OF THE ROOF DECK AND TO DETERMINE THE LOCATION OF ALL EXISTING MECHANICAL AND PIPING.
5. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
6. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
7. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
8. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
9. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
10. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES WITH THE ARCHITECT'S INTENTIONS TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
2. ALL EXTERIOR FINISHES ARE TO BE IN ACCORDANCE WITH THE ARCHITECT'S INTENTIONS AND THE LOCAL CODES.
3. VERIFY ALL EXTERIOR FINISHES FOR COMPLIANCE WITH LOCAL CODES.
4. SEE FINISHED CHIMNEY FLUES AND CHIMNEY STACKS (SHOWN ON ALL UNIT DRAWINGS) FOR ALL EXISTING MECHANICAL AND PIPING.
5. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
6. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
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9. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.
10. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.

LEGEND

1. SEE UNIT PLAN FOR COMPLETION OF SERVICES BY BUILDING.
2. ALL EXTERIOR FINISHES, MECHANICAL, AND PIPING SHALL BE IN ACCORDANCE WITH THE ARCHITECT'S INTENTIONS AND THE LOCAL CODES.
3. VERIFY ALL EXTERIOR FINISHES FOR COMPLIANCE WITH LOCAL CODES.
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ROOF PLAN KEYNOTES ①

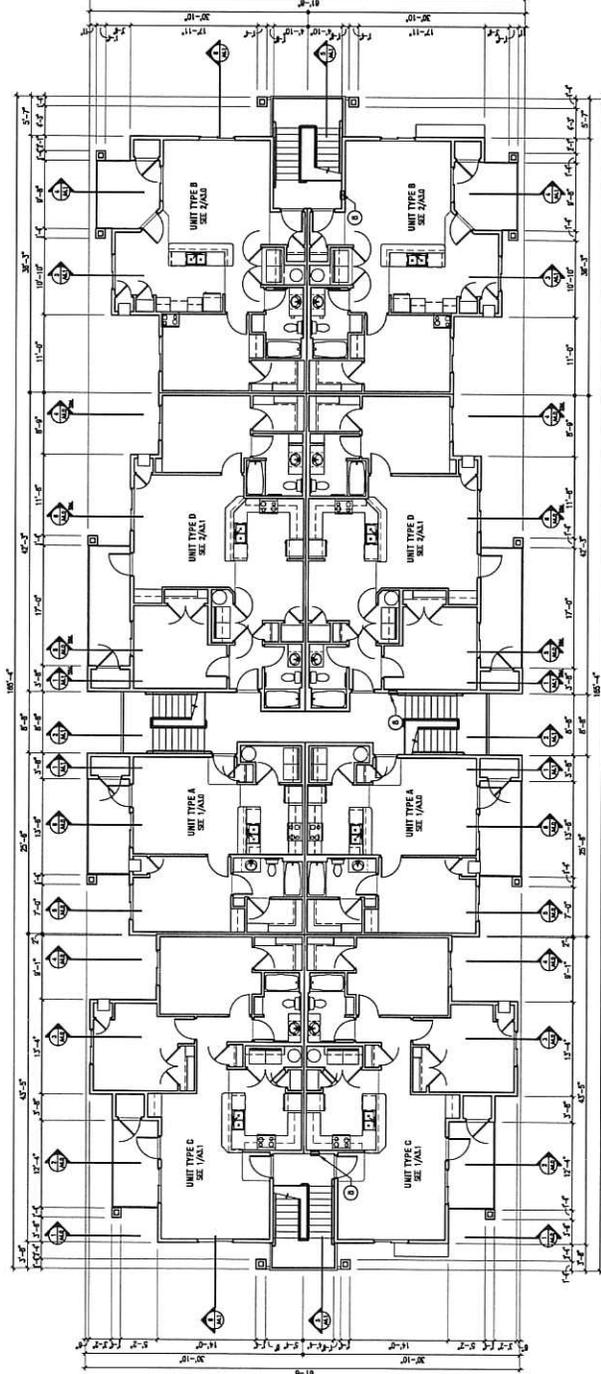
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ROOF PLAN GENERAL NOTES

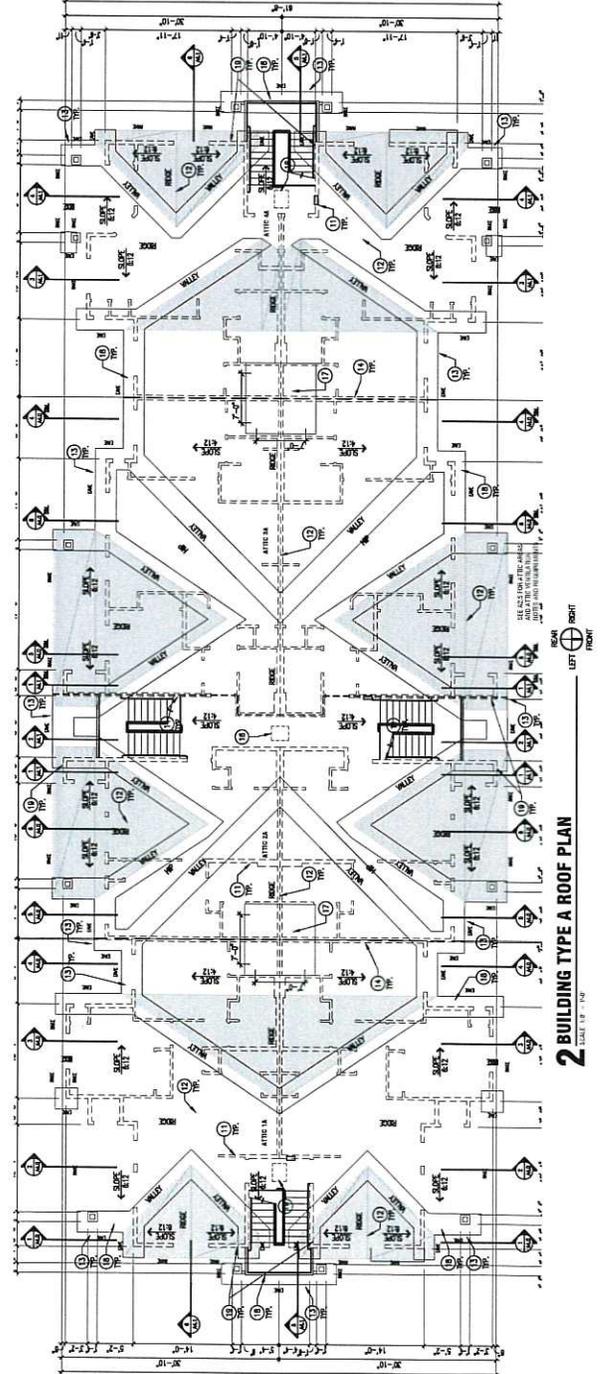
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10. PROVIDE SLOPE FOR MECHANICAL AND PIPING TO THE EXTERIOR.

ROOF PLAN LEGEND

ROOF DECK	ROOF DECK
ROOF FINISH	ROOF FINISH
ROOF MECHANICAL	ROOF MECHANICAL
ROOF PIPING	ROOF PIPING
ROOF ELECTRICAL	ROOF ELECTRICAL
ROOF MECHANICAL	ROOF MECHANICAL
ROOF PIPING	ROOF PIPING
ROOF ELECTRICAL	ROOF ELECTRICAL



1 BUILDING TYPE A, THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 BUILDING TYPE A, ROOF PLAN
SCALE: 1/8" = 1'-0"

AMERICAN FORK APARTMENTS
 740 EAST S. 340 SOUTH
 AMERICAN FORK, UTAH

DRAWING SET

NSA

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FILE NO. 2013-00000000-0000

OCTOBER 18, 2013

13-218 AS-D

JOHN PRICE

REVISIONS

SHEET

AC5.0
 CLUBHOUSE
 ELEVATIONS

KEYNOTES

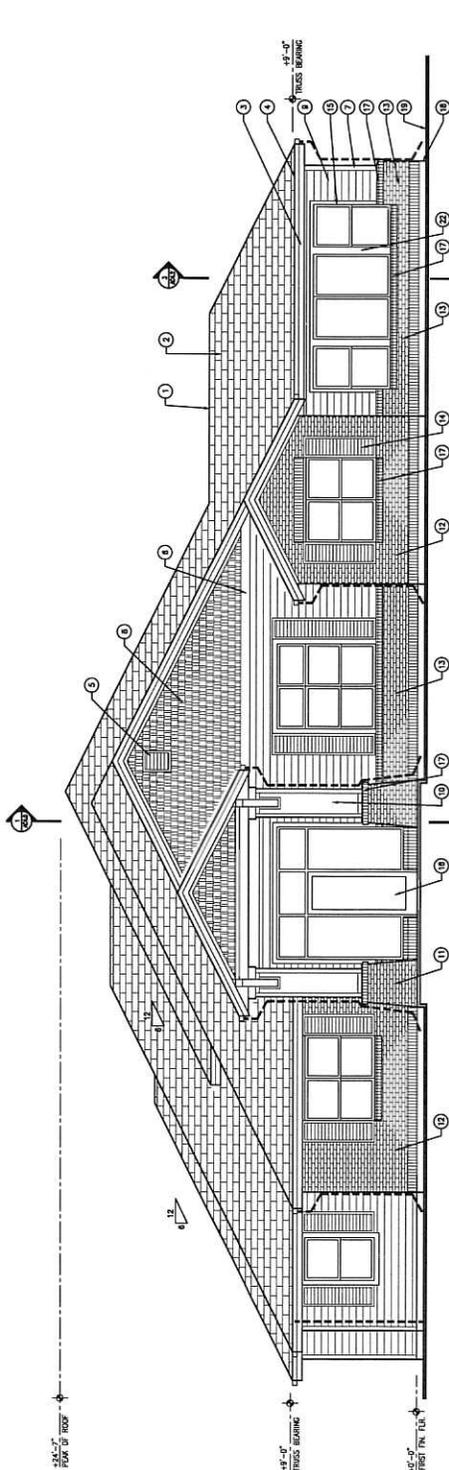
1. CONTINUOUS ROOF LINE SEE ROOF PLAN.
2. ALL EXTERIOR FINISHES TO BE PERMANENT.
3. 1/2" x 1/2" x 1/4" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
4. PRE-FINISHED METAL, BUTTER AND COMPENSATE FOR ROOF PENETRATIONS TO BE USED AT ALL ROOF PENETRATIONS. (SEE ROOF PLAN FOR PENETRATION LOCATIONS AND SIZES).
5. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
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21. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
22. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.

GENERAL NOTES

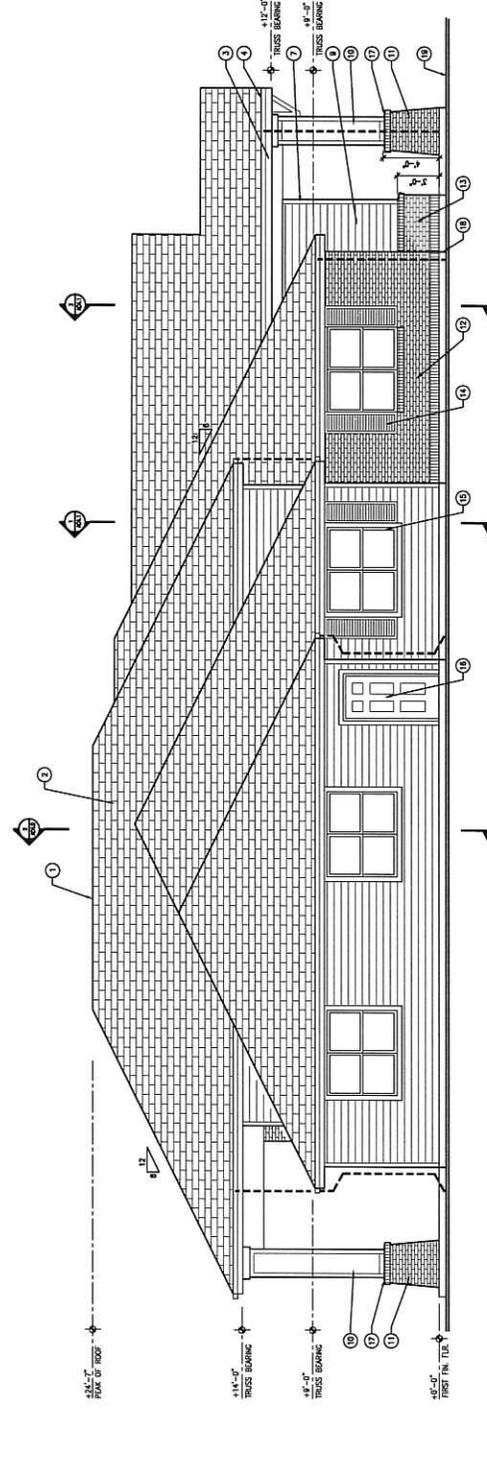
- A. ALL NOTES ON ELEVATIONS ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
- B. REFER TO CONSTRUCTION TYPE CODES SHEET AND NOTES FOR FINISHES AND MATERIALS.
- C. ALL EXTERIOR FINISHES TO BE PERMANENT.
- D. PRE-FINISHED METAL, BUTTER AND COMPENSATE FOR ROOF PENETRATIONS TO BE USED AT ALL ROOF PENETRATIONS. (SEE ROOF PLAN FOR PENETRATION LOCATIONS AND SIZES).
- E. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- F. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- G. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- H. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- I. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- J. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- K. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- L. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- M. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- N. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- O. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- P. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
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- R. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
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- T. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- U. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
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- W. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- X. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- Y. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.
- Z. 1 1/2" x 1/2" METAL FLASHING TO BE USED AT ALL ROOF PENETRATIONS.

EXTERIOR FINISH SCHEDULE

ITEM	FINISH
1	ROOFING
2	ROOFING
3	ROOFING
4	ROOFING
5	ROOFING
6	ROOFING
7	ROOFING
8	ROOFING
9	ROOFING
10	ROOFING
11	ROOFING
12	ROOFING
13	ROOFING
14	ROOFING
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17	ROOFING
18	ROOFING
19	ROOFING
20	ROOFING
21	ROOFING
22	ROOFING



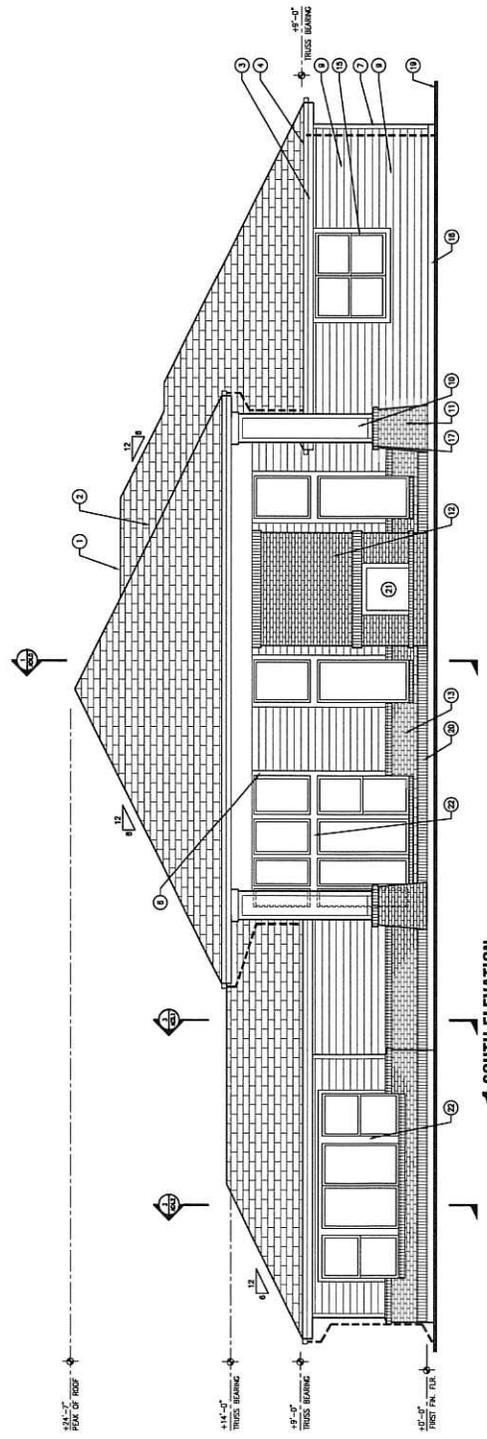
1 NORTH ELEVATION
 SCALE: 1/4" = 1'-0"



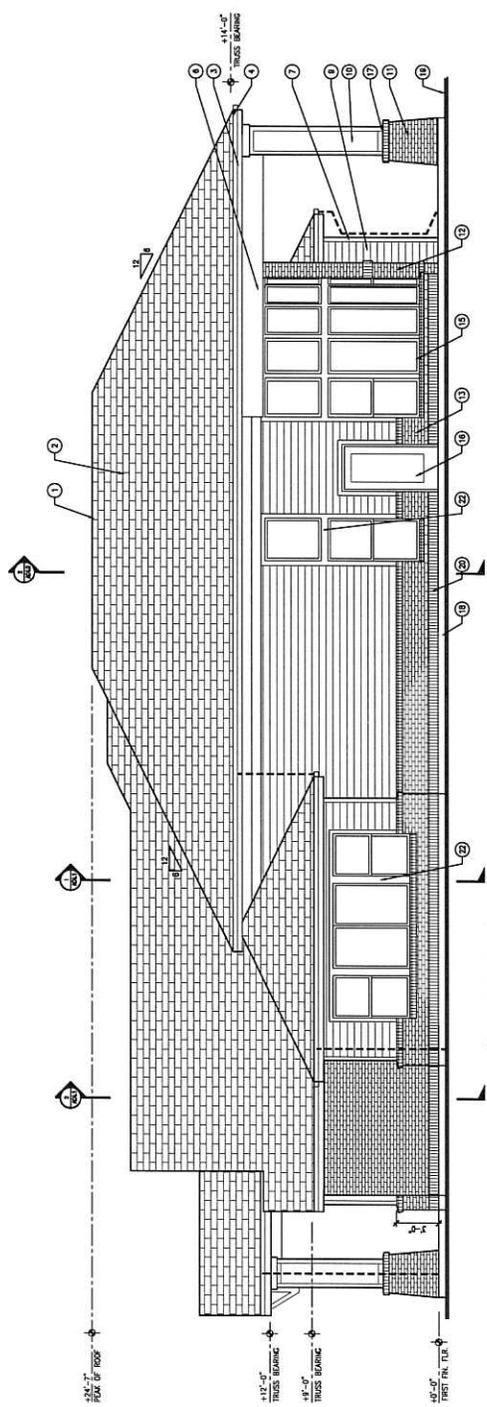
2 EAST ELEVATION
 SCALE: 1/4" = 1'-0"

- KEYNOTES**
1. CONCRETE FINISH WALL, SEE ROOF FRAMES
 2. METALLIC UNPAINTED FINISH BRASS ROOF SHAKES
 3. 5/4" x 8" PAINTED SHUNT TRIM OVER AND UNDER FROM WITH INTERLOCKED METAL ROOF EDGE
 4. 1/2" PAINTED BRASS TRIM OVER AND UNDER FROM WITH INTERLOCKED METAL ROOF EDGE
 5. 1/4" x 1/4" VENEER GABLE VENT
 6. 5/4" x 8" PAINTED HORIZONTAL SINGE TRIM
 7. 1" x 4" PAINTED HORIZONTAL SINGE TRIM
 8. 2" CURVED END PAINTED HORIZONTAL SINGE TRIM
 9. 1/2" PAINTED BRASS TRIM
 10. 1/2" PAINTED BRASS TRIM
 11. 1/2" PAINTED BRASS TRIM
 12. 1/2" PAINTED BRASS TRIM
 13. 1/2" PAINTED BRASS TRIM
 14. 1/2" PAINTED BRASS TRIM
 15. 1/2" PAINTED BRASS TRIM
 16. 1/2" PAINTED BRASS TRIM
 17. 1/2" PAINTED BRASS TRIM
 18. CONCRETE FOUNDATION WALL
 19. 1/2" PAINTED BRASS TRIM
 20. 1/2" PAINTED BRASS TRIM
 21. 1/2" PAINTED BRASS TRIM
 22. 1/2" PAINTED BRASS TRIM

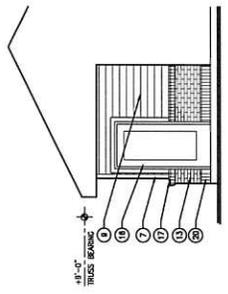
- GENERAL NOTES**
1. ALL NOTES ON ELEVATIONS ARE TYPICAL AND APPLY TO ALL ELEVATIONS UNLESS OTHERWISE NOTED.
 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC).
 3. ALL FINISH MATERIALS SHALL BE SELECTED TO MATCH THE SAMPLES PROVIDED BY THE OWNER. ALL FINISH MATERIALS SHALL BE PROVIDED BY THE OWNER. ALL FINISH MATERIALS SHALL BE PROVIDED BY THE OWNER.
 4. SUB-CONTRACTORS TO PROVIDE 1/2" x 1/2" MIN. SAMPLES OF ALL FINISH MATERIALS TO THE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND INSTALLATION.
 5. ALL FINISH MATERIALS SHALL BE PROVIDED BY THE OWNER. ALL FINISH MATERIALS SHALL BE PROVIDED BY THE OWNER.
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1 SOUTH ELEVATION
SCALE 1/4" = 1'-0"



2 WEST ELEVATION
SCALE 1/4" = 1'-0"



3 EAST PART. ELEVATION
SCALE 1/4" = 1'-0"

FLOOR PLAN KEYNOTES

1. THE EXTERIOR CURB MARKED WITH WALKER AT 4'-0" A.F.F. NOT USED.
2. STOP FLOORING HERE. USE THINNESS MATERIAL AS REQUIRED.
3. SEE FLOORING AND FINISH SCHEDULE FOR FLOORING AND FINISHES.
4. SEE FLOORING AND FINISH SCHEDULE FOR FLOORING AND FINISHES.
5. 27'-0" WIDE ACCESS WALK.
6. 3'-0" WIDE DOUBLE DOOR OR THE PLACE. VERIFY DOOR REQUIREMENTS WITH OWNER.
7. WALL MARKED TO BE COMPLETED BY OWNER.
8. SEE SCHEDULE.
9. VERIFY REQUIREMENTS FOR POOL EQUIPMENT.
10. 4'-0" MIN. TILE MUDSILL.
11. POST PERMANENT SETBACK TO EXISTING WALL OR CHANGE 6 LIMITED TO 10' PERCENT.
12. PROVIDE 8'-0" MIN. MINIMUM FULL LENGTH OF WALL. NOT USED.
13. VERIFY FINISHES TO BE USED. SEE SCHEDULE FOR FINISHES AND MATERIALS. VERIFY FINISHES TO BE USED. SEE SCHEDULE FOR FINISHES AND MATERIALS.
14. VERIFY FINISHES TO BE USED. SEE SCHEDULE FOR FINISHES AND MATERIALS.
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19. VERIFY FINISHES TO BE USED. SEE SCHEDULE FOR FINISHES AND MATERIALS.
20. VERIFY FINISHES TO BE USED. SEE SCHEDULE FOR FINISHES AND MATERIALS.

GENERAL NOTES

1. DOOR AND WINDOW THRESHOLDS SHALL VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
2. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
3. VERIFY ALL EXTERIOR DOOR AND WINDOW THRESHOLDS WITH CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
4. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
5. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
6. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
7. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
8. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
9. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.
10. ALL EXTERIOR WALLS SHALL BE CONSTRUCTION TYPE III. VERIFY LOCAL CONDITIONS AND BE IN ACCORDANCE WITH THE DRAWINGS TO THE ARCHITECT FROM THE MANUFACTURER.

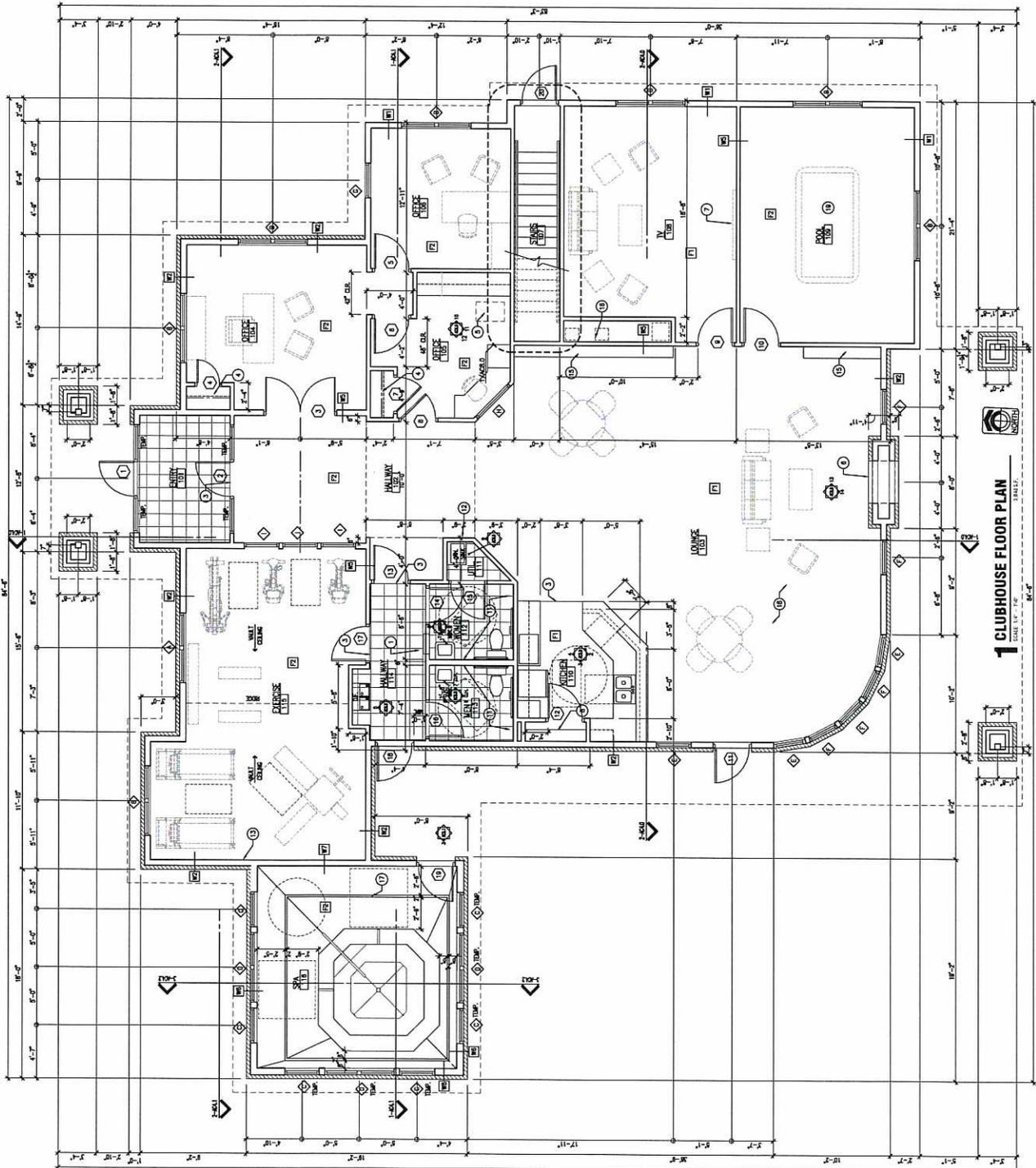
LEGEND

SYMBOL	DESCRIPTION
[Symbol]	FLOOR CONSTRUCTION TYPE PER SHEET A01A
[Symbol]	WALL CONSTRUCTION TYPE PER SHEET A01A
[Symbol]	DOOR MARKED COMPLETE PER SHEET A01A
[Symbol]	WINDOW OUT-OUTS. SEE SHEET A01A FOR WINDOW TYPES

EXTERIOR/PATIO WALL
 FLOOR CONSTRUCTION TYPE PER SHEET A01A
 WALL CONSTRUCTION TYPE PER SHEET A01A
 DOOR MARKED COMPLETE PER SHEET A01A
 WINDOW OUT-OUTS. SEE SHEET A01A FOR WINDOW TYPES

PROJECT: AMERICAN FORK APARTMENTS
 740 EAST & 340 SOUTH AMERICAN FORK, UTAH
 DRAWING SET
 SCALE
 FILE: OCTOBER 18, 2013
 13-218 AC2.1
 ARCHITECT: JOHN PRICE
 REVISIONS

SHEET
AC2.1
 CLUBHOUSE FLOOR PLANS



1 CLUBHOUSE FLOOR PLAN
 DATE: 10-18-13
 SCALE: 1/8" = 1'-0"

**AMERICAN FORK CITY
PLANNING COMMISSION MEETING AGENDA/HEARING NOTICE
MARCH 4, 2015**

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on March 4, 2015 at the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

1. Pledge of Allegiance
2. 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
3. Hearing, review and action on a zone map amendment from the R4-7,500 Residential zone to the R2-7,500 Residential zone located in the area of 109 South 200 East
4. Hearing, review and action on a commercial site plan for the Meadows Apartments located at 697 West Pacific Drive in the SC-1 Planned Shopping Center zone
5. Review and action on the final plat of American Fork Commercial Center Plat P, consisting of two lots, located at 697 and 684 West Pacific Drive in the SC-1 Planned Shopping Center zone
6. Hearing, review and action on a preliminary plan of Autumn Crest Subdivision, consisting of 89 lots, located at approximately 900 North 900 East (Mt. Timpanogos Blvd), in the R1-9000 Residential Zone
7. Review and action on the final plat of Autumn Crest Subdivision Plat D, consisting of 17 lots, located in the vicinity of 1040 North 900 East (Mt. Timpanogos Blvd), in the R1-9,000 Residential Zone
8. Hearing, review and action on a zone map amendment from the R3-7,500 Residential zone and SC-1 (Planned Shopping Center) zone to the R4-7,500 Residential zone located at 154 North West State Road
9. Hearing, review and action on a commercial site plan for a Maverik Service Station located at 1078 East State Road in the GC-2 General Commercial zone
10. Review and action on the final plat for the Maverik American Fork Subdivision, located at 1078 East State Road in the GC-2 General Commercial zone
11. Other Business
12. Site Plan Committee Report
13. Review and action on the minutes of the February 18, 2015 Planning Commission Regular Session
14. Adjournment

John H. Woffinden, P.G.
Planning Commission Chairman

AGENDA TOPIC: Hearing, review and action on a site plan for the American Fork Apartments, consisting of 192 units, located in the vicinity of 300 South 650 East, in the PC (Planned Community) Zone.

ACTION REQUESTED: Recommendation to City Council.

BACKGROUND INFORMATION					
Location:		300 South 650 East			
Applicants:		Perry Homes			
Existing Land Use:		Vacant			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Commercial			
	South	Vacant			
	East	Commercial			
	West	Commercial			
Existing Zoning:		PC (Planned Community)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	SC-1 (Planned Shopping Center)			
	South	PC (Planned Community)			
	East	PC (Planned Community)			
	West	GC-1 (General Commercial)			
Growth Plan Designation:		Planned Community			
Zoning within density range?		<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Background

This application was tabled at the Feb. 18, 2015 Planning Commission meeting in order for the applicant to meet the original intent of the open space in the area as illustrated on the Vintaro Concept Plan, to more fully meet the City’s parking requirements and upgrade the fencing on the north side of the project and include fencing on the south side of the project.

A revised site plan has been submitted for the Planning Commission’s review that addresses the items in question. Regarding open space, a gazebo, barbeque, and picnic area has been added south of the proposed clubhouse. A volleyball/badminton area has been included, along with some raised garden beds north of Building C and a sitting garden area has been added at the northeast corner of Building H. To address

parking, the applicant has included a shaded area on the adjacent property at the northeast portion of the site. The City's Parking Ordinance requires that, for residential uses, "all off-street parking areas shall be located on the same parcel as the use". In order for this to be allowable, a subdivision plat would be required, transferring this area to be under the same parcel as the apartments.

That said, however, the Planning Commission is authorized to grant an adjustment in the number of required parking stalls, per Section 3-2 of the City's Parking Ordinance. It states: "the Planning Commission shall have the authority to increase or decrease the number of off-street parking spaces...upon a finding...that the use characteristics of the proposed use warrant adjustment". Since the last Planning Commission, staff has contacted nearby municipalities to see what their parking requirements are for multi-family projects. One neighboring municipality requires one stall per unit for one-bedroom units and two stalls per unit for two+ bedroom units. Translated into what the site plan currently illustrates, using the one-stall per unit for one-bedroom units, a total of 338 parking stalls would be required. The site plan illustrates 336 parking stalls on-site. This includes sufficient visitor parking at the rate of one stall for every four units. If the Planning Commission feels an adjustment is warranted, a potential finding may be made that given the number of one-bedroom units, at one stall per unit, the site is sufficiently self-parked for both tenants and visitors. Again, the Planning Commission is not required to make this finding, or one similar. They do, however, have the authority to do so should they feel it is justified.

The revised site plan illustrates a 6' vinyl fence surrounding the project. In one aspect, this completes the portion of the previous meeting's motion which required a fence surrounding the site. It is up to the Planning Commission to determine whether or not vinyl supports the language of the previous motion which stated "upgrade the fencing".

Consistency with the Land Use Plan:

The Land Use Plan designates this area as "Planned Community". The proposed site plan is consistent with the Land Use Plan Designation.

FINDINGS OF FACT

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

1. The proposed site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.
2. The Planning Commission finds that an adjustment to the required parking spaces is warranted (*the Planning Commission may complete the finding as to "why" it is warranted, i.e.: number of one-bedroom units as it relates to parking stalls per unit*).

POTENTIAL MOTIONS

Three potential motions are offered below with language backing each motion, depending on how the Planning Commission sees fit to proceed with this site plan.

APPROVAL

Mr. Chairman, I move that we recommend approval of the site plan for American Fork Apartments, located at approximately 300 South 650 East, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report. *(If the Planning Commission desires an upgraded fence from vinyl, this could be added as a condition.)*

DENIAL

Mr. Chairman, I move that we recommend denial of the site plan for American Fork Apartments, located at approximately 300 South 650 East, with the finding that the Planning Commission does not support an adjustment in the required number of parking spaces and with the finding that the additional area of shared parking—as illustrated on the revised site plan—does not comply with Section 4-1 of the City’s Parking Ordinance which requires “all off-street parking areas shall be located on the same parcel as the use”.

TABLE

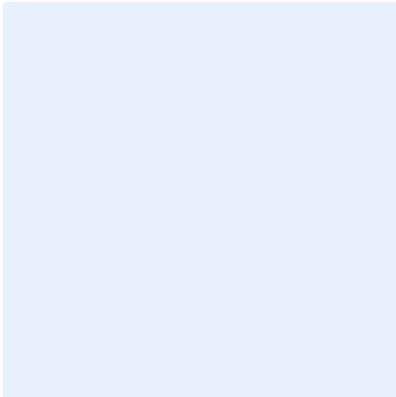
Mr. Chairman, I move that we table the site plan for American Fork Apartments, located at approximately 300 South 650 East. *(The Planning Commission may table the application if they feel the area labeled as “shared parking easement” should be utilized for parking of the site and incorporated into a revised subdivision plat.)*

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 3/4/2015

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

1. Project Name: American Fork Apartments
2. Type of Application:
 Subdivision Final Plat Subdivision Preliminary Plan Annexation
 Code Text Amendment General Plan Amendment Zone Change
 Commercial Site Plan Residential Accessory Structure Site Plan
3. Project Address: 300 South 650 East
4. Developer / Applicant's Name: Perry Homes
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 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.
6. **Applicant is requesting that the Planning Commission waive the following requirement:**
 - A.
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. Storm Water is proposed to be discharged off of this site and through adjoining projects. Evidence must be submitted to the City that the plans of this project and adjoining projects match by both elevation and alignment and that the storm waters can be routed to the proposed Master Area Storm Drain Basin.
- B. A summary table of storm water discharge must be provided that shows the routing and available capacity of pipes and structures through this project, through the other downstream projects and into the downstream Master Area Storm Drain Basin.
- C. The original PI Easement must be rerecorded as a separate document so that it will be recognized as an easement and not just a part of the body of an agreement.
- D. The Developer must demonstrate that the pretreatment devise proposed for this project can work off of line. Also that the proposed throttle plate will be installed upstream of the pretreatment devise.

- E. Plans must include a full storm drain solution over the project and into the Master Area Storm Drain Basin. Plan must include timing of development and construction for onsite and offsite storm water system development. Project can't proceed until downstream adjoining subdivisions and projects can provide a full storm drain solution to this project. This should include the construction of the Master Area Storm Drain Basin.
- F. Add Pressurized Irrigation drains at two locations. South end of 600 East and south end of 740 East.
- G. Install a Culinary Water line blow off at the south end of 600 East.
- H. Relocation valves on interior Pressurized Irrigation Lines and Culinary Water Lines to property lines at 600 East and 740 East.
- I. At fire hydrants install foot valves as flange to the tee off of the water main.

AMERICAN FORK CITY
PLANNING COMMISSION MEETING MINUTES
MARCH 4, 2015

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

Present: John Woffinden, Chairman
Commission Members: Harold Dudley, Leonard Hight, Nathan Schellenberg, Rebecca Staten, Eric Franson (7:37 p.m.),
Alternate Member: Christine Anderson
Absent Commission Members: Marie Adams
Adam Olsen, Senior Planner
Wendelin Knobloch, Associate Planner
Howard Denney, Engineering Services Manager
Kim E. Holindrake, Public Works Administrative Assistant
Others: Todd Meyers - Maverik, Craig Oliver, Richard Oliver, Matt Swain – Perry and Associates, Joseph Phelon, Erik Hamblin, DeNae Mollerup, Ross Welch, Richard Welch – Garbet Homes, Randy Bowler – Fuller Development, Marge Lyon, Ken Berg, Joe Rich – Woodbury Corporation, Heidi Larsen

1. Pledge of Allegiance

Those in attendance stood and stated the Pledge of Allegiance.

Christine Anderson was recognized as a voting member.

2. Hearing, review and action on 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 (7:01 p.m.)

Staff Presentation:

Adam Olsen reported this item was continued from the last Planning Commission meeting with a number of items to review and revisions. The quality of open space provided was a concern. The applicant has added features and enhanced the landscaping so it isn't just grass. Near the clubhouse south of the pool, they added a gazebo, BBQ, and picnic area. Further to the east is a sitting and garden area. There are added planter box areas, a garden area, and volleyball. There is a shaded area to the northeast to be utilized for parking. The City ordinance requires this to be brought into the same subdivision. The Commission has the authority to make a finding that the parking is sufficient. Neighboring cities require one stall per unit for one-bedroom apartments. If considered here, it would require 336 parking stalls. There are 338 stalls proposed, which includes visitor parking. This does not include the added piece of parking to the north. The perimeter fencing will encompass the entire development and is proposed to be vinyl fencing.

Guest parking is calculated at one stall per four units. The garage units add value but cut down on parking. It is proposed the additional stalls would be reserved for the apartments with signage and not physically separated from the commercial. He believes there would be a connection if allowed. It could take away from the commercial parking in the future if another pad were added. He would have to check if the commercial parking still meets the ordinance.

Howard Denney stated the comments are the same as the previous meeting.

Applicant Presentation:

Matt Swain stated they are excited and anxious to begin the project. They took into consideration the Commission's comments. Amenities were added to the open space along with the clubhouse/pool, i.e. badminton/volleyball with a public garden, an open lawn area for lawn sports, a gazebo with a BBQ and picnic tables, and a rose garden/sitting area. The sidewalks give connectivity throughout the development and then to State Street for transit access. They added a fence around the southern property line so fencing goes completely around. They stand by the parking ratio of 1.75. These developments are designed for the long term, and the community will suffer if parking is not accommodated. They are very experienced with these developments. The shopping center to the north is owned by a related entity. They have agreed to give a cross-access agreement, which doesn't comply with the ordinance, but does give cross access parking. His proposal is that the Commission follow Section 3.2 of the Parking Ordinance stating, "*the Planning Commission shall have the authority to increase or decrease the number of off-street parking spaces upon a finding that the use characteristics of the proposed use warrant adjustment.*" They strongly believe this parking area won't be used. They are not opposed to having the two drive isles to the commercial open. The garages are very important and are in high demand to residents. Demographics are changing where people are choosing to live in apartments and rent. Vinyl fencing has been done in other projects and is not a quality issue. It is easier to replace from wind damage and graffiti. The area has been planned to accommodate a more walkable community with less intense use of vehicles with use of transit. They have agreed to extend the sidewalk up to State Street. The green houses will soon be gone when the entire community development occurs. They prefer to keep the garages. The garages are a selling point and are more aesthetic. It is written in the contract that the renter cannot fill the garages with junk.

Adam Olsen stated that if the southern fence is removed, there are more apartments to the south that could blend together. The densities are allocated according to the concept plan, which is the zone. There are small pocket parks and then the large regional park to the southeast.

(Eric Franson present 7:37 p.m.)

PUBLIC HEARING

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

Commission Discussion:

John Woffinden stated his concern is only one parking stall per one-bedroom unit.

Harold Dudley stated people will tend to park on the street before parking in the additional area to the north. There needs to be a connection by opening up drives to the northern parking. This makes it more walkable to the commercial. He would propose approving the project without the shared parking requirement but require a cross-access agreement between the parcels and the site plan be modified as such. He would like to let the market and their professional management manage it. The ratio is sufficient.

Rebecca Staten stated the entire planned community was promoted and presented as a walkable community. There will be a variety of housing and a community park. She is concerned about the fencing going around the entire boundary because it cuts it off from the rest of the planned community as it develops. She would prefer a stamped concrete wall for fencing. She feels the greenspace is being lost as these projects come in piece by piece.

Adam Olsen stated the Commission needs to make a finding that the 1.75 parking ratio is sufficient because of the number of one-bedroom units.

Nathan Schellenberg stated the additional easement for parking is of no value. The parking is either internal, or the Commission approves the project as is. The open space is still an issue. The original concept plan showed a larger open space. He appreciates what they have done. The original concept showed these same amenities but a larger piece of open space. His concern is as these come in piece by piece, the open space will be lost. This is the highest density area in the overall plan. Larger open spaces were put in here, and he doesn't want to give up on it. The Commission should hold to it.

Christine Anderson stated she is concerned in the statement that one-bedroom homes will only have one car.

MOTION: Harold Dudley - To recommend approval of the site plan for American Fork Apartments, located at approximately 300 South 650 East, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report. And highlighting the findings in the staff report #2, the Planning Commission finds that an adjustment to the required parking spaces is warranted, as outlined and discussed with one additional condition that there be a cross access agreement for the free flow of traffic between this property and the property to the north.

Findings:

- **The proposed site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.**
- **The Planning Commission finds that an adjustment to the required parking spaces is warranted (the Planning Commission may complete the finding as**

to “why” it is warranted, i.e.; number of one-bedroom units as it relates to parking stalls per unit).

Conditions:

- **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.**

No second. Motion dies.

Further Discussion:

Commission members had concerns with access to the commercial in that it won't be used unless a person is accessing the commercial. One bedroom doesn't necessarily mean one car and two bedrooms doesn't necessarily mean two cars. Open fencing on the south will make it feel more open and will contribute to the open feel.

Mark Swain stated the green space is not necessarily defined as open lawn. There are many definitions of open space. They are paying impact fees for parks that will be used outside of this parcel. They are providing for residents on their site and then paying impact fees for all residents. They own a small piece on the west side of 600 East that is about 1/3 of an acre and could be developed into a park with a play area.

Adam Olsen stated the concept plan only shows apartments and a little green area. The layout is different, but they are meeting the intent of what 1-K shows for open space. They have the clubhouse and pool. The concept didn't have a specific percentage and the details come later. They have enhanced other areas in the project.

MOTION: Rebecca Staten - To recommend approval of the site plan for American Fork Apartments, located at approximately 300 South 650 East, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report. With the specific finding that the Planning Commission finds that an adjustment to the required parking spaces is warranted based on the number of one-bedroom apartments. Also that the shaded area become a cross-access agreement, that the triangular piece on the west side of 600 East be developed with some kind of amenity to increase the open space, that the fence not be installed on the south side to further add to the open space when the next development comes in, and that the fence on the north side next to the commercial be a stamped concrete fence.

Findings:

- **The proposed site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.**
- **The Planning Commission finds that an adjustment to the required parking spaces is warranted (the Planning Commission may complete the finding as**

to “why” it is warranted, i.e.; number of one-bedroom units as it relates to parking stalls per unit).

Conditions:

- **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.

AMENDED MOTION: Rebecca Staten – To make a finding that there is the cross-access agreement and as well as one-bedroom units that add to the parking ratio. Seconded by Nathan Schellenberg.

Adam Olsen stated that just because this is done here, it doesn't mean a precedent is set. This is why the Commission makes the findings. Others may not meet the same findings so there is no precedence.

Yes - Christine Anderson
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
No - Harold Dudley
John Woffinden

Motion passes.

3. Hearing, review and action on a zone map amendment from the R4-7,500 Residential zone to the R2-7,500 Residential zone located in the area of 109 South 200 East (8:03 p.m.)

Staff Presentation:

Adam Olsen stated this relates to the Z-Act Home Inner Block Cottage development. The Commission requested it be put in one zone. The north area is in the R4-7500 Zone and the south is in the R2-7500 Zone.

PUBLIC HEARING

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

MOTION: Rebecca Staten - To recommend approval of a zone map amendment in the area of 109 South 200 East, from the R4-7500 to the R2-7500 zone. Seconded by Christine Anderson.

Yes - Christine Anderson



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

Department _____ Planning _____

Director Approval _____ *Adrian Oh*

AGENDA ITEM Final plat of American Fork Commercial Center Plat P, consisting of two lots, located at 697 and 684 West Pacific Drive in the SC-1 Planned Shopping Center zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of American Fork Commercial Center Plat P with findings and conditions as stated in the attached minutes of the March 4, 2015 planning commission meeting.

BACKGROUND The applicant proposes a two lot subdivision with Parcel A serving as the remote parking location identified on the site plan for the Meadow Apartments. For further analysis please refer to the attached final plat, staff report and planning commission minutes.

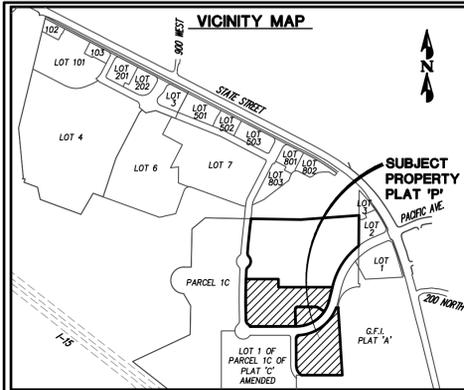
BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

SUGGESTED MOTION I move to approve the final plat of American Fork Commercial Center Plat P, consisting of two lots, located at 697 and 684 West Pacific Drive in the SC-1 Planned Shopping Center zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

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

SUPPORTING DOCUMENTS

1. Plat
2. Staff report
3. Planning commission meeting minutes, March 4, 2015.



AMERICAN FORK COMMERCIAL CENTER - PLAT 'P'

A MERGER AND RE SUBDIVISION OF AMERICAN FORK COMMERCIAL CENTER PLATS J LOT 104 AND PLAT D LOT 203

ACKNOWLEDGMENT AFCC LIMITED

STATE OF UTAH
County of Utah

On this ___ day of _____, 20___, before me personally appeared _____ and _____, the Managers of Seven Syndicate, L.C. which is a Manager of Woodfield, L.C. and Richard L.K. Mendenhall, also a Manager of Woodfield, L.C., which persons acknowledged to me that they executed the foregoing dedication in their respective capacities on behalf of AFCC Limited, a Utah limited partnership, in accordance with the governing documents of such company.

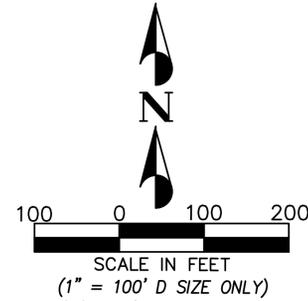
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
(SEE SEAL BELOW)

ACKNOWLEDGMENT MEADOWLARK L.L.C.

STATE OF UTAH
County of Utah

On this ___ day of _____, 20___, before me personally appeared _____ and _____, the Member of AFCC Limited and Gregory W. Glissmeyer, the Member of Meadowlark L.L.C., which persons acknowledged to me that they executed the foregoing dedication in their respective capacities on behalf of Meadowlark L.L.C., in accordance with the governing documents of such company.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
(SEE SEAL BELOW)



SURVEYOR'S CERTIFICATE

I, Matthew B. Judd, do hereby certify that I am a licensed land surveyor, and that I hold certificate No. 167268 as prescribed under the laws of the State of Utah. I further certify that this map has been prepared from an actual survey made on the ground, and is in conformity with the current laws of the State of Utah pertaining to plats and surveys.

PLAT 'P', BOUNDARY DESCRIPTIONS
(SEE SHEET 2 OF 2)

SIGNED _____ DATE: _____
MATTHEW B. JUDD PLS 167268
(SEE SEAL BELOW)

OWNER'S DEDICATION

Known all men in these present that we, all of the undersigned owners of all of the property described on this map have caused the same to be subdivided into lots, blocks, and easements and do hereby dedicate the public areas as indicated hereon for perpetual use of the public.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20___

AFCC Limited Meadowlark L.L.C.

AFCC LIMITED, a Utah limited partnership

By: Woodfield, L.C., a Utah limited liability company,
General Partner

By: Seven Syndicate, L.C., a Utah limited liability company,
Its Manager

(Wallace R. Woodbury, Orin R. Woodbury, W. Richards Woodbury, O. Randall Woodbury, Lynn S. Woodbury, Guy R. Woodbury, or Jeffrey K. Woodbury) Its Manager

(Wallace R. Woodbury, Orin R. Woodbury, W. Richards Woodbury, O. Randall Woodbury, Lynn S. Woodbury, Guy R. Woodbury, or Jeffrey K. Woodbury) Its Manager

(Richard L.K. Mendenhall, Robert L. Mendenhall) Its Manager

Meadowlark L.L.C.

By: AFCC Limited, a Utah limited partnership
Its Member (See above signatures)

By: Gregory W. Glissmeyer
Its Member

(Gregory W. Glissmeyer) Member

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF AMERICAN FORK, COUNTY OF UTAH APPROVES AND ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES AND FOR THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____, A.D., 20___

MAYOR OF AMERICAN FORK CITY

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

IN APPROVING THE ORDINANCE OF ACCEPTANCE FOR THIS PLAT, THE AMERICAN FORK CITY COUNCIL FOUND THAT NEITHER PRIVATE NOR PUBLIC INTERESTS ARE HARMED BY THE MERGER AND RE-SUBDIVISION AS SHOWN HEREON

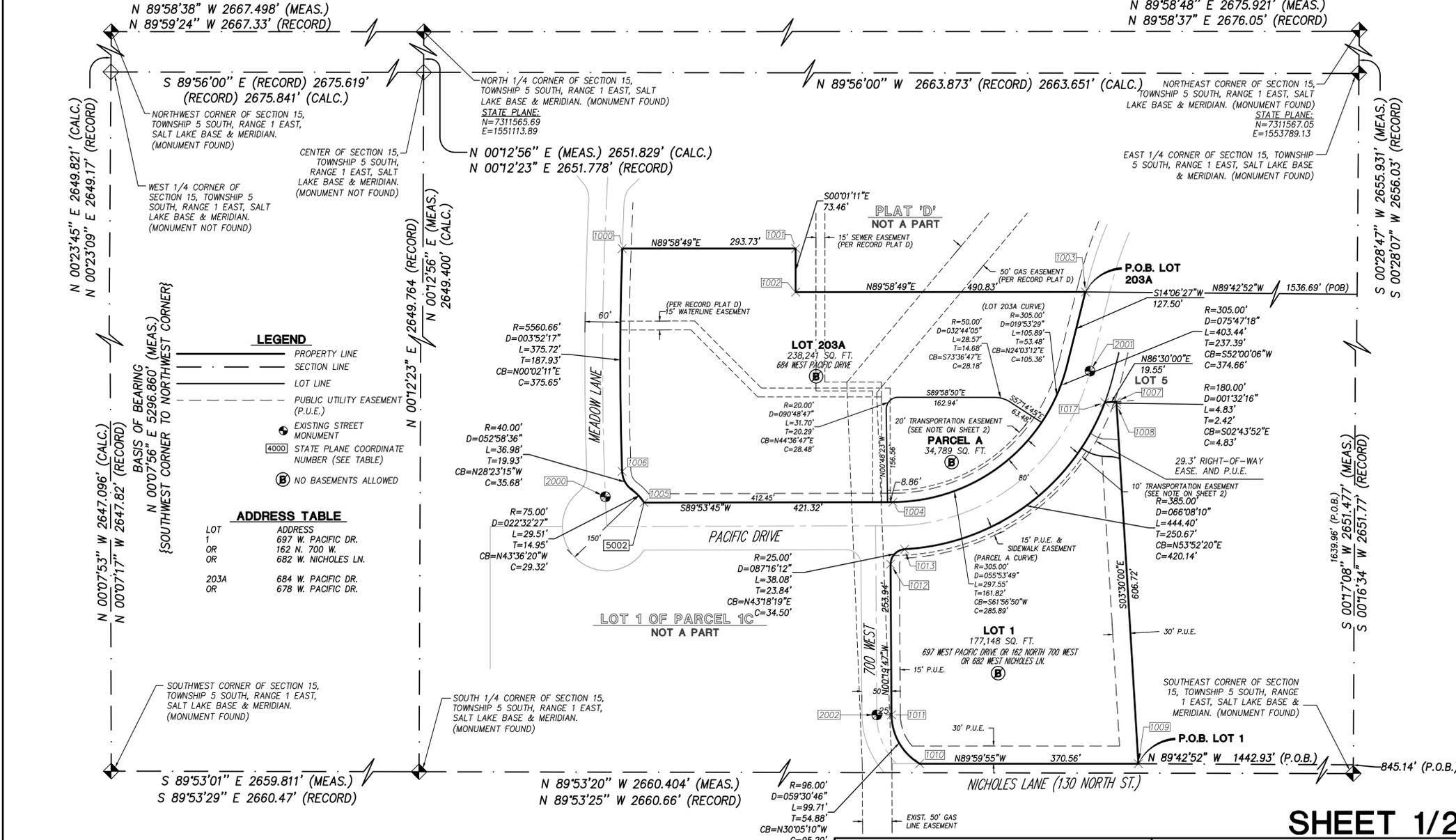
PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20___
BY THE _____ PLANNING COMMISSION

DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISSION

SUBDIVISION PLAT
AMERICAN FORK COMMERCIAL CENTER - PLAT 'P'
LOCATED IN SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, STATE OF UTAH

SURVEYOR	NOTARY PUBLIC	CITY ENGINEER	CLERK-RECORDER
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LEGEND

—	PROPERTY LINE
- - -	SECTION LINE
---	LOT LINE
- - - - -	PUBLIC UTILITY EASEMENT (P.U.E.)
⊙	EXISTING STREET MONUMENT
4000	STATE PLANE COORDINATE NUMBER (SEE TABLE)
Ⓚ	NO BASEMENTS ALLOWED

ADDRESS TABLE

LOT	ADDRESS
LOT 1	697 W. PACIFIC DR.
OR	162 N. 700 W.
OR	682 W. NICHOLS LN.
203A	684 W. PACIFIC DR.
OR	678 W. PACIFIC DR.

PREPARED BY:
PEPG CONSULTING L.L.C.
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

AMERICAN FORK CITY SEWER/WATER DEPARTMENT

Approved this _____ day of _____, A.D. 20___

Manager Am. Fork City Sewer and Water Dept.

SHEET 1/2

FILE: 1110.1310\DWG\final plat\plot_p2.dwg
DATE: MARCH 10, 2015

AMERICAN FORK COMMERCIAL CENTER - PLAT 'P' A MERGER AND RE SUBDIVISION OF AMERICAN FORK COMMERCIAL CENTER PLATS J LOT 104 AND PLAT D LOT 203

DECLARATION OF ZONING LOT

TO THE PUBLIC:

I (we), the undersigned owner(s) of real property located within the City of American Fork, Utah, which property consists of two or more parcels that are described as follows [legal description]:

Lot 4, Plat "J", American Fork Commercial Center Subdivision, filed as Entry 86929:2006 Map Filing No. 11748, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

and

(Parcel A)

Together with a portion of Lot 203 Plat "D", American Fork Commercial Center, filed as Entry 177931:2003 Map Filing No. 10253 more particularly described as follows:

Beginning at a point which is North 00°17'08" East, along the section line 1419.73 feet and North 89°42'52" West, 1609.61 feet from the Southeast Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is North 00°07'56" East, from the Southwest Corner to the Northwest Corner of said Section 15); and running thence 297.55 feet along a 305.00 foot radius curve to the right through a central angle of 55°53'49" (chord bears South 61°56'50" West, 285.89 feet); thence South 89°53'45" West, 8.86 feet; thence North 00°48'23" West, 156.56 feet to a point on a 20.00 foot radius curve to the right; thence 31.70 feet along said curve through a central angle of 90°48'47" (chord bears North 44°36'47" East, 28.48 feet); thence South 89°58'50" East, 162.94 feet to a point on a 50.00 foot radius curve to the right; thence 28.57 feet along said curve through a central angle of 32°44'05" (chord bears South 73°36'47" East, 28.18 feet); thence South 57°14'45" East, 63.48 feet to the point of beginning.

have the intent to maintain said property as a single zoning lot which meets the zoning requirements of the City of American Fork, Utah.

I (we) hereby covenant and agree as follows:

- That the above-described property shall, for purposes of compliance with the terms of the Development Code of the City of American Fork, Utah, be construed and maintained as a single parcel and considered a zoning lot for the proposed apartment project.
- That only the existing approved development and no other buildings or uses, except those deemed by the City of American Fork, Utah, to meet its zoning and building ordinances as evidenced by a permit granted therefore, shall be located upon the above-described parcels;
- That any sale, lease, bequests, or other assignment or transfer of the above-described parcels shall occur as a unit, and that any sale, lease, bequest, or other assignment or transfer, of only a part of the property to persons or entities other than the owners of the proposed apartment project thereon shall be a violation of this covenant, and in addition to any sanctions for such violation, shall revoke the right to maintain dwelling on the property;
- This covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference thereto.
- This covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until 20 years from the date of execution hereof and shall be automatically renewed for successive 10 year periods, or until such time as: (a) the Development Code is repealed to no longer require the above described zoning lot or the parcels shall have been released from the terms of this declaration by action of the City Council of American Fork, Utah.
- Failure to comply with the terms of this covenant shall constitute a violation of the Development Code of American Fork, Utah. If the owners, or their heirs, executors, administrators, agents, or assigns shall violate, or attempt to violate any of the provisions of this instrument, the City of American Fork may enforce said agreement through (a) the withholding of building permits and business licenses (b) appropriate civil proceedings, including injunctive relief which may include enjoining construction, abatement, mandamus, or appropriate civil remedies; or (c) instituting criminal proceedings for misdemeanor violations -- all as provided for violation of the Development Code. Further, any aggrieved party having a legal interest may seek similar civil relief, and, where successful, the city or such other party may be awarded any court costs and attorney's fees required for enforcement.

Signed:

ACKNOWLEDGMENT

STATE OF UTAH) COUNTY OF UTAH)

SS.

On the ___ day of _____, 2015, personally appeared before me _____, the signer(s) of the above instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

My Commission Expires: _____ Residing At: _____

STATE PLANE COORDINATES

Point No	Northing	Easting
1000	7307980.0080	1550787.7441
1001	7307980.0073	1550494.0158
1002	7307906.5473	1550494.0160
1003	7307906.5462	1550003.1860
1004	7307552.3465	1550329.6322
1005	7307551.7260	1550750.9481
1006	7307604.3573	1550788.1129
1007	7307721.6664	1549950.7210
1008	7307716.8408	1549950.4925
1009	7307111.2416	1549913.6630
1010	7307111.3793	1550284.2234
1011	7307193.8496	1550331.9647
1012	7307447.7879	1550333.3378
1013	7307472.8879	1550309.6640
1017	7307720.4799	1549970.2306
2000	7307561.5825	1550816.5690
2001	7307773.1392	1549995.5157
2002	7307193.7144	1550356.9643

STATE PLANE COORDINATES SHOWN ARE BASED ON THE PUBLISHED UTAH COUNTY STATE PLANE COORDINATE FOR THE NORTH QUARTER CORNER OF SECTION 15 WHICH IS SHOWN HEREON. THE ROTATION TO GRID NORTH FOR THE STATE PLANE COORDINATES PROVIDED HAS BEEN ESTABLISHED BY HOLDING THE NORTH QUARTER CORNER OF SAID SECTION 15 AS A REFERENCE POINT AND ROTATING THE GRID THROUGH THE PUBLISHED STATE PLANE COORDINATE FOR THE NORTHEAST CORNER OF SAID SECTION 15. CALCULATIONS BASED ON INFORMATION AVAILABLE FOR THE UTAH CENTRAL NAD 83 US SURVEY FOOT COORDINATE SYSTEM.

NOTES:

- ALL AREAS SHOWN HEREON, EXCEPTING BUILDING AREAS, ARE DRAINAGE EASEMENTS (ABOVE AND UNDERGROUND) TO ALLOW THE CONVEYANCE OF STORM WATER ACROSS PARCEL/LOT BOUNDARIES.
- RIGHT-OF-WAY/VEHICULAR TRAVEL EASEMENT: THIS EASEMENT SHALL CONSTITUTE: THE RECIPROCAL RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS BY THE OWNERS AND PATRONS OF USES CONSTRUCTED UPON EACH LOT WITHIN PLAT H AND PLAT J OF THE AMERICAN FORK COMMERCIAL CENTER SUBDIVISIONS AND OTHER DIRECTLY ADJACENT COMMERCIAL PARCELS OF SIMILAR USE AND ZONING. AREAS DESIGNATED AS A RIGHT OF WAY EASEMENT ARE ALSO PUBLIC UTILITY EASEMENTS.
- THE OWNERS, EMPLOYEES AND PATRONS OF EACH LOT WITHIN THE SUBDIVISION ARE HEREBY GRANTED THE USE OF VEHICULAR AND PEDESTRIAN ACCESS OVER AND UPON ALL AREAS WITHIN EACH LOT DESIGNATED FOR VEHICULAR AND PEDESTRIAN USE AND ALSO THE RIGHT TO PARK UPON ANY DESIGNATED PARKING SPACE LOCATED WITHIN ANY LOT IN THE SUBDIVISION, NOT OTHERWISE OCCUPIED.

4. SUBJECT TO EASEMENT WITH COVENANTS RESTRICTIONS AFFECTING LAND (ECR) AND TERMS, CONDITIONS, LIMITATIONS, AND OBLIGATIONS IMPOSED THEREBY, RECORDED NOVEMBER 8, 2002, AS ENTRY NO. 134353:2002.

5. SUBJECT TO RESTRICTION AGREEMENT AND GRANT OF EASEMENTS AND THE TERMS, CONDITIONS, LIMITATIONS, AND OBLIGATIONS IMPOSED THEREBY, BETWEEN AFCC LIMITED, A UTAH LIMITED PARTNERSHIP AND HOME DEPOT, U.S.A., A DELAWARE CORPORATION, RECORDED APRIL 25, 2003, AS ENTRY NO. 63546:2003.

6. A 10' WIDE MAINTENANCE AND ACCESS EASEMENT (GENERALLY CENTERED ON THE LINE AND ADJUSTED AS NECESSARY FOR OBSTRUCTIONS) SHALL FOLLOW THE EXISTING AMERICAN FORK CITY SEWER AND WATER LINES AS THEY CURRENTLY EXIST WITHIN THE PROPERTY BOUNDARIES OR ARE MODIFIED WITH FUTURE CONSTRUCTION, EASEMENT SHALL NOT APPLY UNDER BUILDING FOOTPRINT AREAS.

REFERENCES

- AMERICAN FORK COMMERCIAL CENTER - LOT 1 OF PARCEL "C" OF PLAT "C" AMENDED RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO.: 2004-134749, BOOK: 34, PAGE: 397)
- AMERICAN FORK COMMERCIAL CENTER - PLAT 'C' RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO.: 2002-121191, BOOK: 34, PAGE: 362)
- G.F.I. AMERICAN FORK INVESTMENTS LTD - PLAT 'A', RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO. 9783, MAP #3919)
- PACIFIC AVENUE 80-FOOT RIGHT-OF-WAY RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO.:126843:2002
- AMERICAN FOR COMMERCIAL CENTER PLAT 'D' RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO.: 177931:2003
- AMERICAN FOR COMMERCIAL CENTER PLAT 'J' RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ENTRY NO.: 86929:2006

BASIS OF BEARING

THE BASIS OF BEARING IS N 00°07'56" E BETWEEN THE SOUTHWEST AND NORTHWEST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

FLOOD ZONING

THE PROPERTY LIES IN ZONE C WHICH IS AN AREA OF MINIMAL FLOODING. INFORMATION OBTAINED FROM AMERICAN FORK CITY, MAP NO. 495517 0120 A, DATED OCT. 15, 1982.

SOILS REPORT INFORMATION

THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO A GEOTECHNICAL ENGINEERING INVESTIGATION ON FILE AT THE UTAH COUNTY RECORDERS OFFICE AS ENTRY: 7191:2015

TRANSPORTATION EASEMENT

THE TRANSPORTATION EASEMENTS SHOWN HEREON ARE IN FAVOR OF AMERICAN FORK CITY FOR ROADWAY, SIDEWALK, OR OTHER PUBLIC TRAVEL PURPOSES.

PLAT 'P', BOUNDARY DESCRIPTIONS

Lot 1

Beginning at a point which is North 00°17'08" East, along the section line 845.14 feet and North 89°42'52" West, 1442.93 feet from the Southeast Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is North 00°07'56" East, from the Southwest Corner to the Northwest Corner of said Section 15); and running thence North 89°59'55" West, 370.56 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 59°30'46", having a radius of 96.00 feet, and whose long chord bears North 30°05'10" West for a distance of 95.29 feet; thence North 00°19'47" West for a distance of 253.94 feet to the beginning of a curve; said curve turning to the right through 87°16'12", having a radius of 25.00 feet, and whose long chord bears North 43° 18' 19" East for a distance of 34.50 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 66°08'10", having a radius of 385.00 feet, and whose long chord bears North 53°52'20" East, 420.14 feet; thence North 86°30'00" East, 19.55 feet to the beginning of a non-tangential curve; said curve turning to the left through an angle of 01°32'16", having a radius of 180.00 feet, and whose long chord bears South 02° 43' 52" East for a distance of 4.83 feet; thence South 03°30'00" East, 606.72 feet to the point of beginning.

Also described as:

Lot 4, Plat "J", American Fork Commercial Center Subdivision, filed as Entry 86929:2006 Map Filing No. 11748, according to the official plat thereof on file and of record in the office of the Utah County Recorder, more particularly described as follows:

AND

Lot 203A and Parcel A

Beginning at a point which is North 00°17'08" East, along the section line 1639.96 feet and North 89°42'52" West, 1536.69 feet from the Southeast Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is North 00°07'56" East, from the Southwest Corner to the Northwest Corner of said Section 15); and running thence South 14°06'27" West, 127.50 feet to the beginning of a curve; said curve turning to the right through an angle of 75°47'18", having a radius of 305.00 feet, and whose long chord bears South 52°00' 06" West for a distance of 374.66 feet; thence South 89°53'45" West, 421.32 feet to the beginning of a non-tangential curve; said curve turning to the left through 22°32'27", having a radius of 75.00 feet, and whose long chord bears North 43° 36' 20" West, for a distance of 29.32 feet to the beginning of a non-tangential curve; said curve turning to the right through 52°58'36", having a radius of 40.00 feet, and whose long chord bears North 28° 23' 15" West for a distance of 35.68 feet to the beginning of a non-tangential curve; said curve turning to the right through an angle of 03°52'17", having a radius of 5560.66 feet, and whose long chord bears North 00° 02' 11" East for a distance of 375.65 feet; thence North 89°58'49" East for a distance of 293.73 feet; thence South 00°01'11" East, 73.46 feet; thence North 89°58'49" East, 490.83 feet to the point of beginning.

Also described as:

Lot 203 Plat "D", American Fork Commercial Center, filed as Entry 177931:2003 Map Filing No. 10253 according to the official plat thereof on file and of record in the office of the Utah County Recorder, more particularly described as follows:

Contains: 450,178 Sq. Ft. or 10.33 Acres More or Less
2 Lots and 1 out parcel

SUBDIVISION PLAT AMERICAN FORK COMMERCIAL CENTER - PLAT 'P'			
LOCATED IN SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AMERICAN FORK CITY, UTAH COUNTY, STATE OF UTAH			
SURVEYOR	NOTARY PUBLIC	CITY ENGINEER	CLERK-RECORDER

SHEET 2/2

PREPARED BY:
PEPG CONSULTING LLC.
8805 S. SANDY PARKWAY • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

AGENDA TOPIC: Review and action on the final plat of American Fork Commercial Center Plat P, consisting of two lots, located at 697 and 684 West Pacific Drive in the SC-1 (Planned Shopping Center) zone.

ACTION REQUESTED: A recommendation on the final plat.

BACKGROUND INFORMATION			
Location:		697 and 684 West Pacific Drive	
Applicants:		Woodbury Corporation	
Existing Land Use:		Vacant	
Proposed Land Use:		Residential	
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	SC-1 (Planned Shopping Center)	
	South	SC-1 (Planned Shopping Center)	
	East	SC-1 (Planned Shopping Center)	
	West	SC-1 (Planned Shopping Center)	
Land Use Plan Designation:		Design Commercial	
Zoning within Growth Plan?		<input checked="" type="checkbox"/>	<input type="checkbox"/> No

Background

This subdivision request proposes a two-lot subdivision, consisting of a merger and re-subdivision of American Fork Commercial Center, Plat J Lot 104 and Plat D Lot 203. The resulting plat, Plat P, will consist of two lots and one parcel, "Parcel A". This is being done in conjunction with the previously discussed Meadows Apartments; to bring Parcel A into the same ownership as Lot 1. A zone lot declaration on Sheet 2 of the subdivision plat ties Parcel A to Lot 1 for purposes of zoning; and, considers it a single lot. This has been done because Pacific Drive divides the area intended for parking from the parent parcel, Lot 1.

As this is a new final plat from previously existing, platted lots, no preliminary plan is required.

Consistency with the Land Use Plan

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

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.

As both lots are re-drawn from previously existing, platted final plats, no preliminary plan is required.

- 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 any concerns of the subdivision 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 required, shall be satisfied prior to plat recordation.

FINDING OF FACT/CONDITION OF APPROVAL

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

1. The final plat meets the findings as found in Section 17.8.211 of the Development Code.
2. Water rights conveyance, if required, shall be satisfied prior to final plat recordation.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of the final plat of American Fork Commercial Center, Plat P, with the finding and condition listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

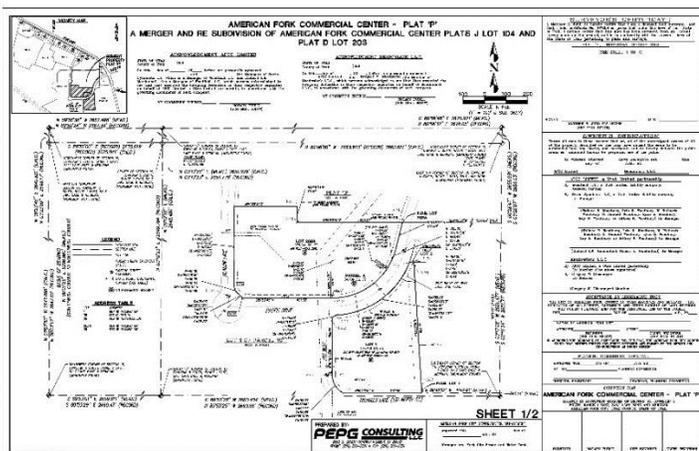
AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 3/4/2015

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

1. Project Name: American Fork Commercial Center Plat P
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: 697 and 684 West Pacific Drive
4. Developer / Applicant's Name: Woodbury Corporation
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 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.
6. **Applicant is requesting that the Planning Commission waive the following requirement:**
 - A. Consider Lot 1 and Parcel "A" as one lot for zoning purposes.
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. Correct closure error in the boundary of Parcel "A".
- B. Correct errors in Curve data.
- C. A 20' Transportation Easement must be added to the Plat on the Northerly side of Pacific Drive and a 10' Transportation Easement must be added to the Plat on the Southerly side of Pacific Drive.

5. Review and action on the final plat of American Fork Commercial Center Plat P, consisting of two lots, located at 697 and 684 West Pacific Drive in the SC-1 Planned Shopping Center zone (8:55 p.m.)

MOTION: Eric Franson - To recommend approval of the final plat of American Fork Commercial Center, Plat P, with the finding and condition listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report. With the same findings in the previous motion. (Specifically the adjustment for parking due to the size of the units and the surrounding availability of parking.)

Finding:

- **The final plat meets the findings as found in Section 17.8.211 of the Development Code.**

Conditions:

- **Water rights conveyance, if required, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Nathan Schellenberg.

Yes	-	Harold Dudley
		Eric Franson
		Leonard Hight
		Nathan Schellenberg
		Rebecca Staten
No	-	Christine Anderson
		John Woffinden

Motion passes.

6. Hearing, review and action on a preliminary plan of Autumn Crest Subdivision, consisting of 89 lots, located at approximately 900 North 900 East (Mt. Timpanogos Blvd), in the R1-9000 Residential Zone (9:00 p.m.)

Staff Presentation:

Adam Olsen reported this is a re-approval of the remaining plats for Autumn Crest Subdivision, which was preliminarily approved in 2012. Plats A, B, and C have been recorded and then the development went dormant. Now plats D, E, and F will be recorded.

Howard Denney stated it needs to be stated that the preliminary plat is having the same standards applied as approved in 2012 and not brought up to current standards. There are no safety concerns staying with the prior regulations because most of the changes were regarding landscaping. Utah County Boulevard is a UDOT road, and a traffic light must warranted prior to

ORDINANCE NO.

AN ORDINANCE APPROVING THE SITE PLAN FOR THE MEADOWS APARTMENTS CONSISTING OF 142 UNITS, LOCATED IN THE AREA OF 697 WEST PACIFIC DRIVE IN THE SC-1 PLANNED SHOPPING CENTER ZONE.

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The Site Plan for the Meadows Apartments consisting of 142 units, located in the area of 697 West Pacific Drive, as set forth in Attachment A, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone _____.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

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

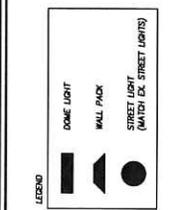
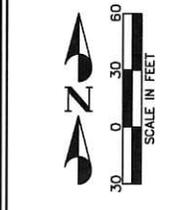
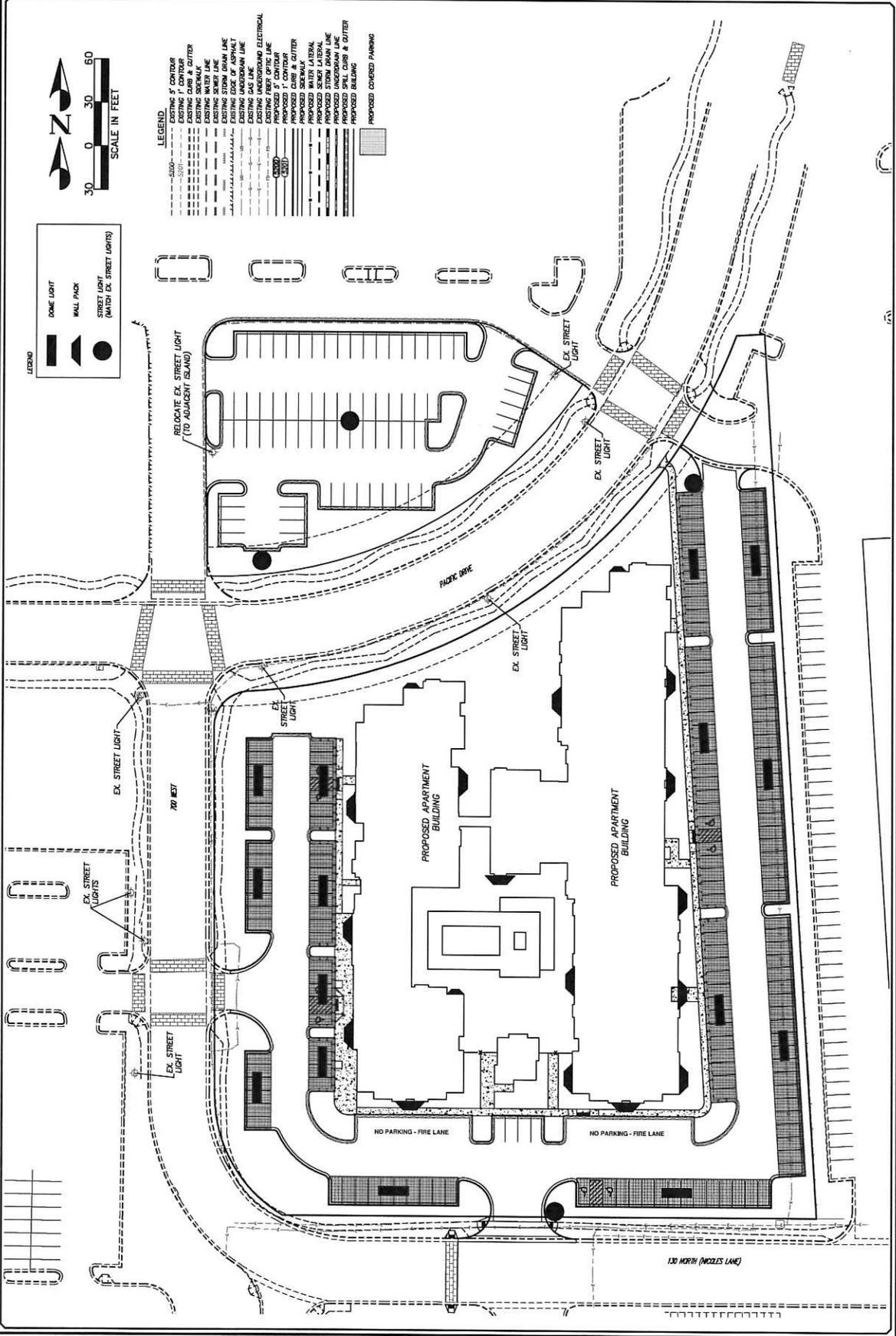
PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 24 DAY OF MARCH, 2015.

James H. Hadfield, Mayor

ATTEST:

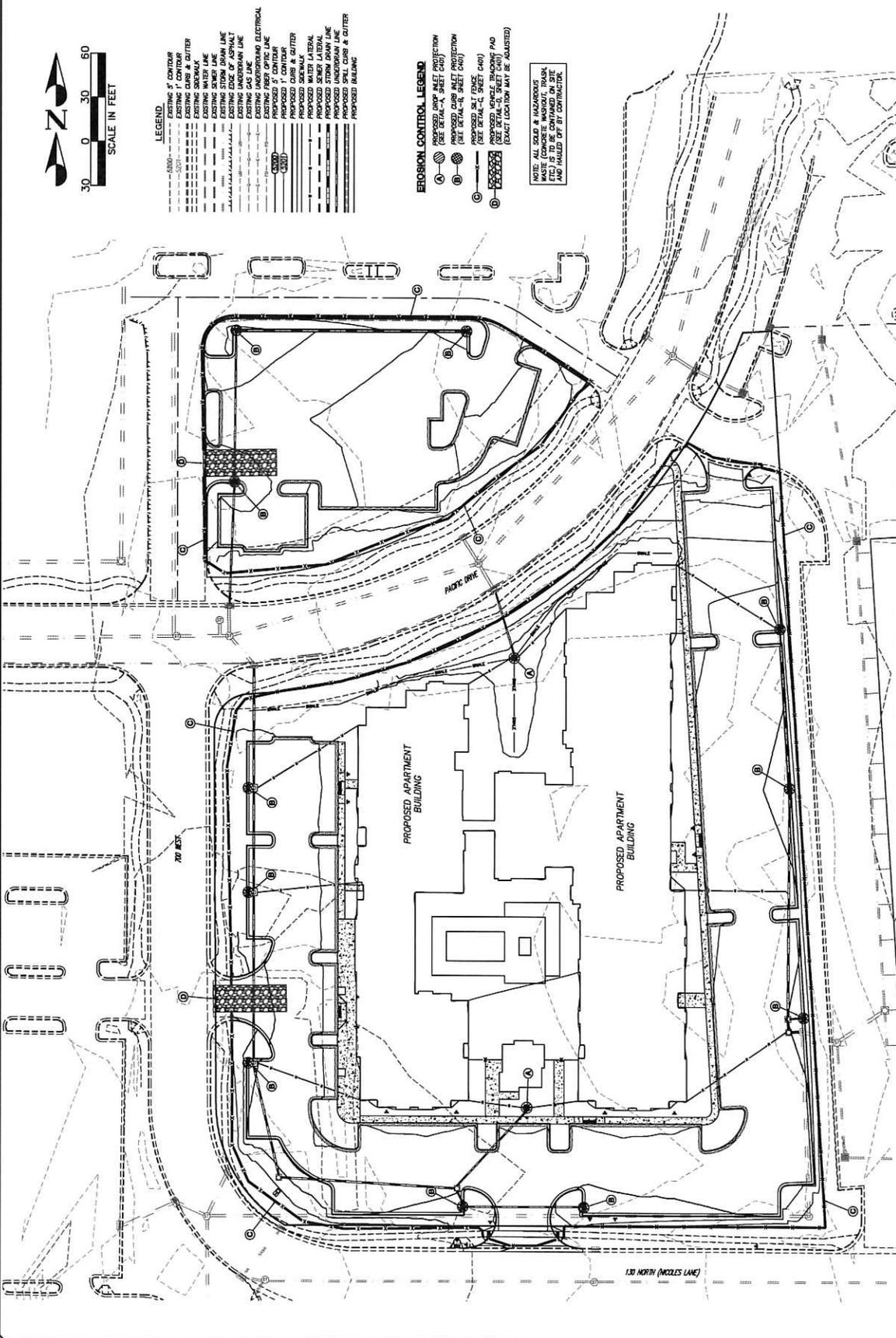
Richard M. Colborn, City Recorder

SHEET NO. 2.1		MEADOWS APARTMENTS SITE LIGHTING PLAN	PROJECT NO. 11101310 DATE: 12/12/15 DRAWN BY: JRM CHECKED BY: JRM	PEPG CONSULTING CIVIL ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT 8025 S SANDY PARKWAY • SANDY, UT 84070 PHONE: (801) 582-2521 • FAX: (801) 582-2531	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>APP.</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE	APP.																
NO.	DESCRIPTION	DATE	APP.																						



- LEGEND**
- EXISTING 5' CONTOUR
 - EXISTING 10' CONTOUR
 - EXISTING CURB & CUTTER
 - EXISTING SIDEWALK
 - EXISTING WATER LINE
 - EXISTING STORM DRAIN LINE
 - EXISTING GAS LINE
 - EXISTING UNDERGROUND ELECTRICAL
 - EXISTING FIBER OPTIC LINE
 - EXISTING 1" CONTOUR
 - PROPOSED CURB & CUTTER
 - PROPOSED SIDEWALK
 - PROPOSED WATER LATERAL
 - PROPOSED WATER MAIN
 - PROPOSED STORM DRAIN LINE
 - PROPOSED UNDERGROUND ELECTRICAL
 - PROPOSED SPILL CURB & CUTTER
 - PROPOSED BELLEVUE
 - PROPOSED COVERED PARKING

SHEET NO. 5 	MEADOWS APARTMENTS EROSION CONTROL PLAN	PROJECT NUMBER: 171013 CLIENT: AM FORK CITY DATE: FEBRUARY 17, 2015 DRAWN BY: MPE CHECKED BY: MPE SCALE: 1"=30' DATE: 2-11-15	PEPG CONSULTING BOSS & SANDY PARTNER • SAUNDY UT BORN PHONE: (801) 562-2521 • FAX: (801) 562-2531 OHL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS	SHEET NO. MPE 001A DATE: 2-11-15 DRAWN BY: MPE CHECKED BY: MPE SCALE: 1"=30' DATE: 2-11-15
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- LEGEND**
- EXISTING 5' CONTOUR
 - EXISTING 1' CONTOUR
 - - - EXISTING CURB & CUTTER
 - - - EXISTING WATER LANE
 - - - EXISTING SINKER LANE
 - - - EXISTING STORM DRAIN LANE
 - - - EXISTING UNDERDRAIN LANE
 - - - EXISTING GAS LANE
 - - - EXISTING BASE OPTIC LANE
 - - - EXISTING WATER LATERAL
 - - - EXISTING UNDERDRAIN LANE
 - - - EXISTING CURB & CUTTER
 - - - EXISTING SIDEWALK
 - - - EXISTING WATER LATERAL
 - - - EXISTING STORM DRAIN LANE
 - - - EXISTING UNDERDRAIN LANE
 - - - EXISTING CURB & CUTTER
 - - - EXISTING SIDEWALK
- EROSION CONTROL LEGEND**
- (S) PROPOSED SILT FENCE
 - (SB) PROPOSED SEDIMENT BASIN
 - (SC) PROPOSED SILT CURTAIN
 - (SS) PROPOSED SILT SOCK
 - (W) PROPOSED WATER LATERAL
 - (SD) PROPOSED STORM DRAIN
 - (UD) PROPOSED UNDERDRAIN
 - (C&C) PROPOSED CURB & CUTTER
 - (SW) PROPOSED SIDEWALK
 - (WL) PROPOSED WATER LATERAL
 - (SD) PROPOSED STORM DRAIN
 - (UD) PROPOSED UNDERDRAIN
 - (C&C) PROPOSED CURB & CUTTER
 - (SW) PROPOSED SIDEWALK
- NOTE:** ALL SOLD & HAZARDOUS MATERIALS TO BE REMOVED FROM SITE TO BE CONTAINED IN BAGS AND Hauled OFF BY CONTRACTOR. (EXACT LOCATION MAY BE ADJUSTED)

NO.	DESCRIPTION	DATE	BY

DATE: 08-28-14	DESIGNED BY: MWR
CHECKED BY: MWR	PROJECT NUMBER: 11111111111111111111

PEPG CONSULTING
 CIVIL ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT
 PHONE: (800) 562-2211 FAX: (800) 562-2211
 8025 S. SANDY PARKWAY • SMOYER, UT 84070

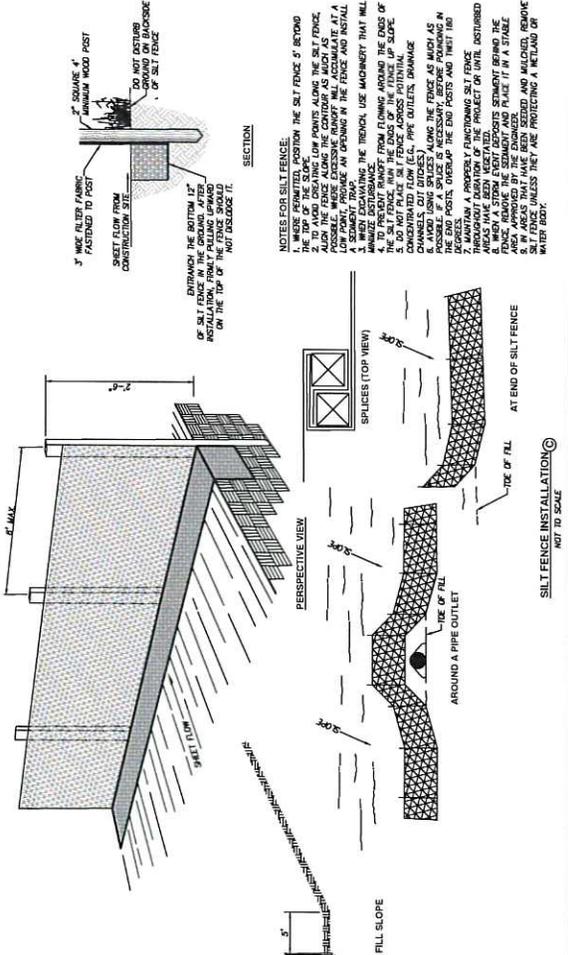
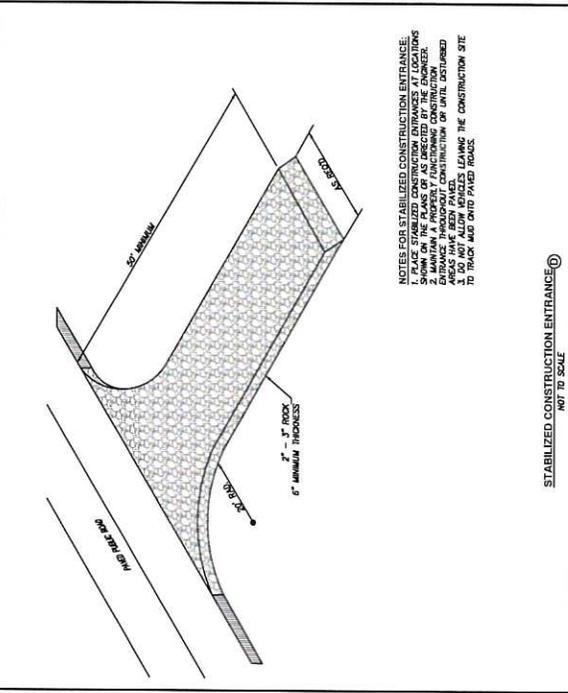
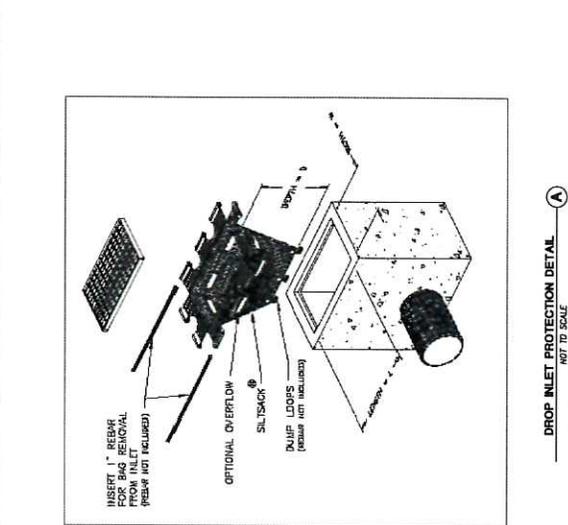
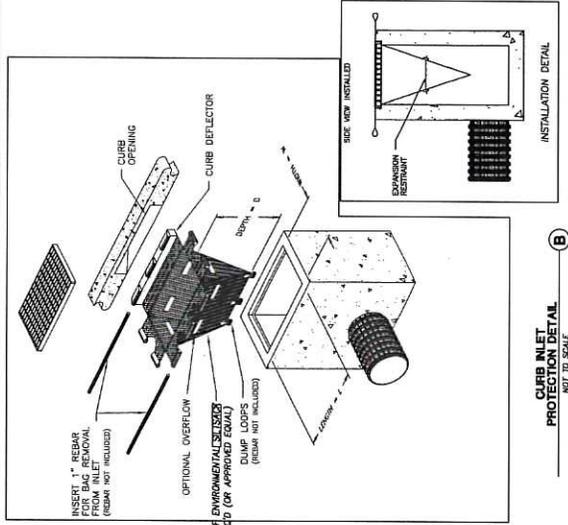
MEADOWS APARTMENTS
 EROSION CONTROL DETAILS
 PROJECT NUMBER: 11111111111111111111
 DRAWING TITLE: EROSION CONTROL
 DATE: 12/2015

AM. FORK CITY

 SHEET NO. 6

GENERAL NOTES.

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AREAS AND STREETS FROM SITE TRAFFIC. STREETS SHALL BE KEPT CLEAN OF DEBRIS FROM SITE TRAFFIC.
3. EROSION CONTROL STRUCTURES BELOW SLOPED AREAS MAY BE REMOVED ONCE SOIL AND FINAL LANDSCAPING IS IN PLACE. EROSION CONTROL STRUCTURES SHALL BE REMOVED AS SOON AS POSSIBLE AFTER CONSTRUCTION OF FACILITY ACCORDING TO THE PLAN. EROSION CONTROL STRUCTURES SHALL BE REMOVED AS SOON AS POSSIBLE AFTER CONSTRUCTION OF FACILITY IS COMPLETE. A LANDSCAPE DRAWING ON TO PAVERSMENT IS COMPLETE.
4. EROSION CONTROL STRUCTURES SHALL BE REMOVED AS SOON AS POSSIBLE AFTER CONSTRUCTION OF FACILITY IS COMPLETE. A LANDSCAPE DRAWING ON TO PAVERSMENT IS COMPLETE.
5. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. TRACKING CONTROL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. TRACKING CONTROL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. TRACKING CONTROL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
6. CONTRACTOR SHALL OBTAIN A LICENSE/PERMIT FROM THE CITY OF AM. FORK, UT FOR ALL EROSION CONTROL STRUCTURES. THE PERMIT ON SITE AND COMPLY WITH ALL REQUIREMENTS SPECIFIC TO THE PERMIT. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY INSPECTIONS AND MAINTENANCE ACTIVITIES.
7. CONTRACTOR MUST OBTAIN PERMITS FOR UTILITY TRENCH DEVIATIONS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL SWP SYSTEMS AT TIMES DESIGNATED ABOVE. CITY/UTILITY INSPECTOR SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE.
9. ALL SWP DRAINAGE STRUCTURES SHALL BE PROTECTED FROM DAMAGE. PROTECTION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. PROTECTION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. PROTECTION SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
10. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 1/4" DRAINAGE CLEARANCE AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CLEARANCE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. CLEARANCE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. CLEARANCE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.



- NOTES FOR STABILIZED CONSTRUCTION ENTRANCE:**
1. PLACE STABILIZED CONSTRUCTION ENTRANCES AT LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE.
 2. MAINTAIN A PROPERLY FUNCTIONING CONSTRUCTION ENTRANCE THROUGHOUT CONSTRUCTION OF UNTIL DESTROYED.
 3. DO NOT ALLOW VEHICLES LEAVING THE CONSTRUCTION SITE TO TRACK AND CHIP PAVED ROADS.

- NOTES FOR SILT FENCE:**
1. TO PREVENT FLOWING THROUGH THE SILT FENCE 5' BEYOND THE TOP OF THE SLOPE.
 2. TO AVOID CREATING LOW POINTS ALONG THE SILT FENCE, WHERE EXCESSIVE WATER MAY ACCUMULATE AT A POSSIBLE WEIR POINT. WHERE EXCESSIVE WATER MAY ACCUMULATE AT A POSSIBLE WEIR POINT, AN OPENING IN THE FENCE AND INSTALL A SEAMLESS FRAME AN OPENING IN THE FENCE AND INSTALL AN INLET TO PREVENT FLOWING THROUGH THE SILT FENCE.
 3. TO PREVENT FLOWING THROUGH THE SILT FENCE 5' BEYOND THE TOP OF THE SLOPE.
 4. TO PREVENT FLOWING THROUGH THE SILT FENCE 5' BEYOND THE TOP OF THE SLOPE.
 5. DO NOT PLACE SILT FENCE ACROSS POTENTIAL CONCENTRATED FLOW (E.G., PIPE OUTLETS, DRAINAGE AREAS).
 6. AVOID USING STAPLES ALONG THE FENCE AS MUCH AS POSSIBLE.
 7. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT DURATION OF THE PROJECT OR UNTIL DESTROYED.
 8. WHEN A STORM EVENT OCCURS, REMOVE SILT FENCE FROM AREA APPROVED BY THE DESIGNER AND PLACE IT IN A STABLE AREA.
 9. IN AREAS THAT HAVE BEEN SEVERED AND MALICIOUSLY REMOVE SILT FENCES THEY ARE PROTECTING A HILLTOP OR WHITE BODY.

DATE	DESCRIPTION

SCALE: 1"=20'

DATE: 12-28-14

PROJECT NAME: MEADOWS APARTMENTS UNDER DRAIN

DATE: 12-28-14

PROJECT NUMBER: 141410

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: 12-28-14

PROJECT NUMBER: 141410

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: 12-28-14

MEADOWS APARTMENTS UNDER DRAIN

PLAN & PROFILE

AM. FORK CITY

ENGINEERING - LAND SURVEYING - PROJECT MANAGEMENT

PHONE: (801) 562-2221 • FAX: (801) 562-2231

PROJECT NUMBER: 141410

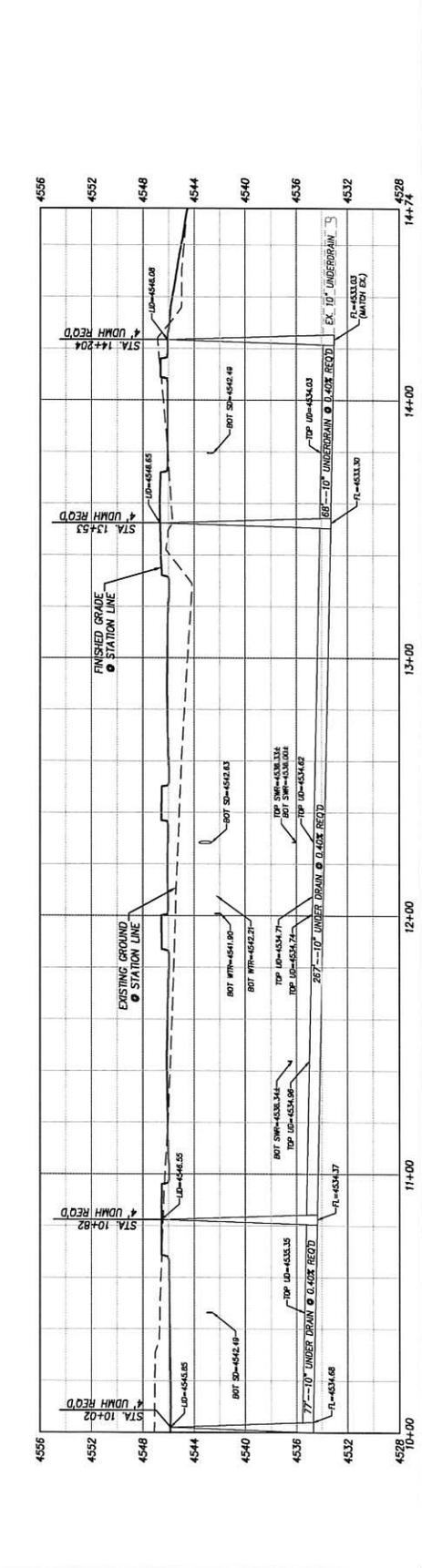
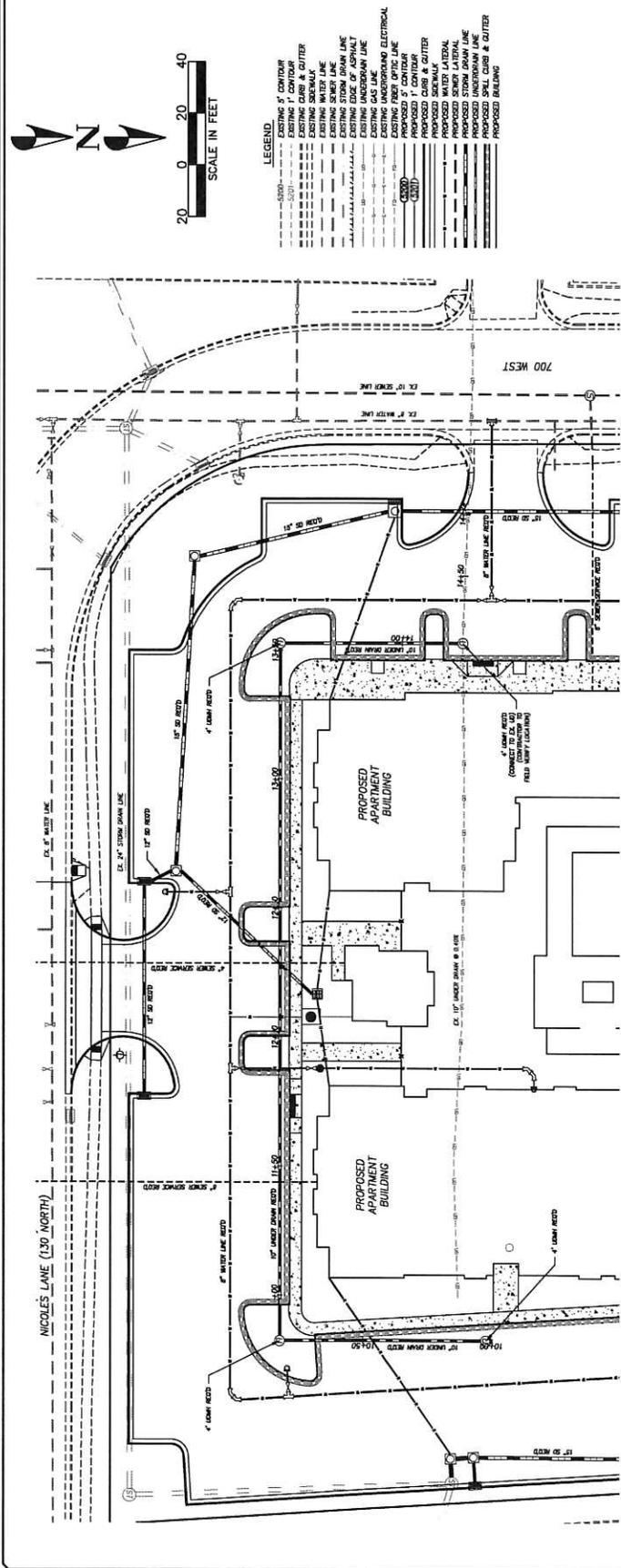
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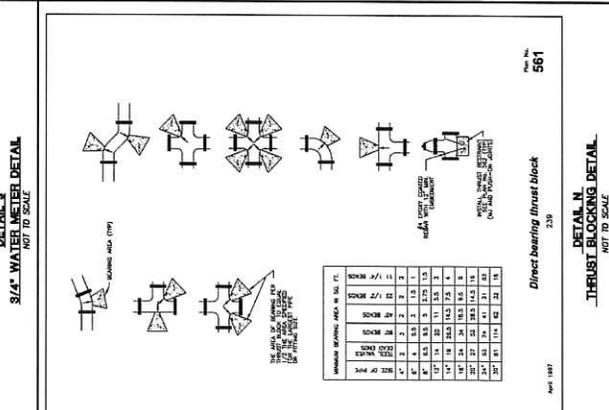
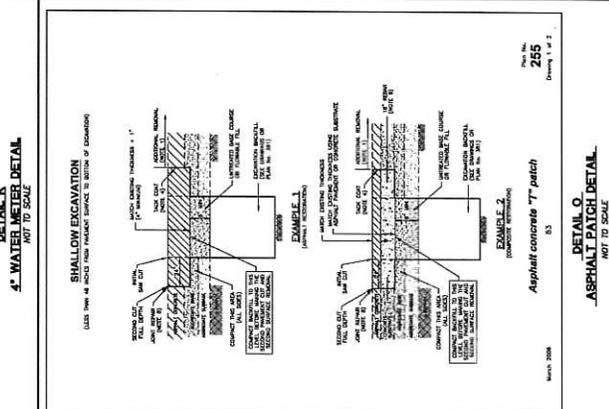
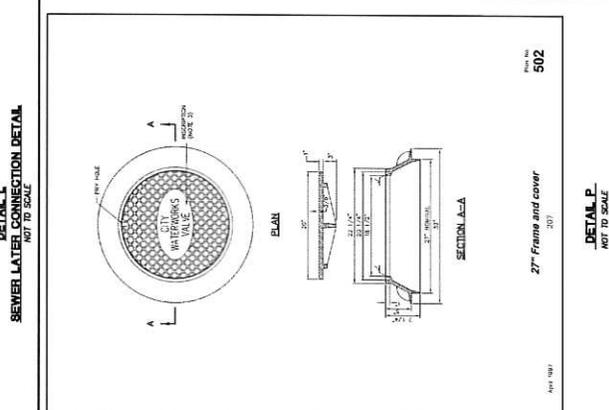
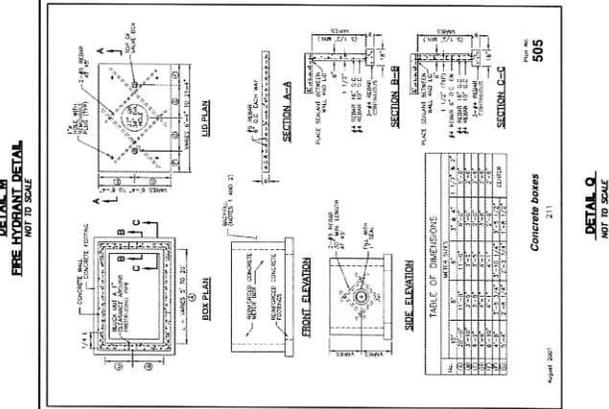
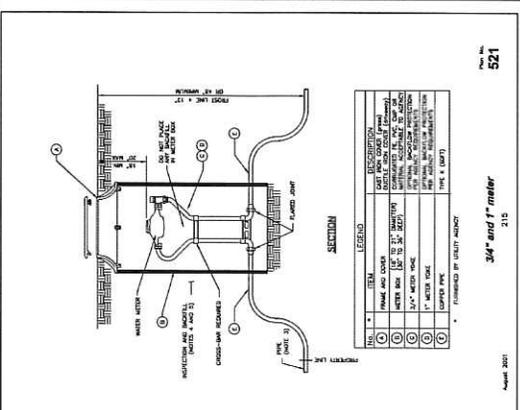
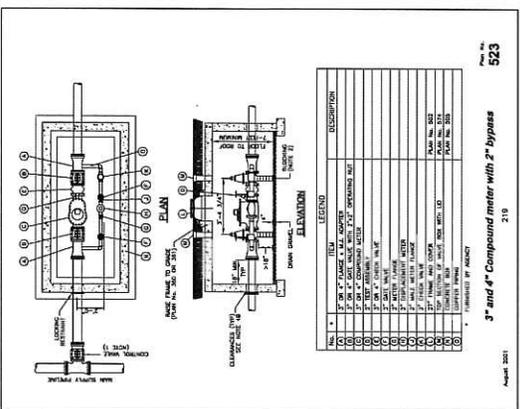
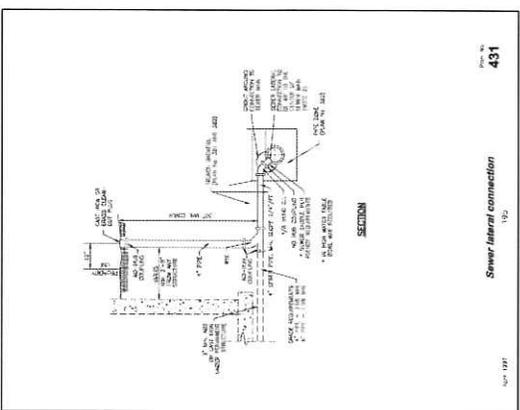
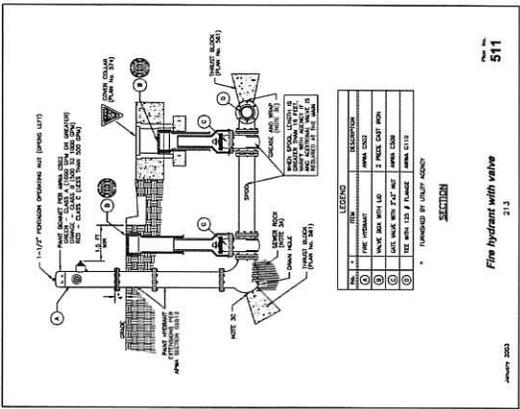
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DATE: 12-28-14

PP1

SHEET NO.





NO.	DESCRIPTION	DATE	BY

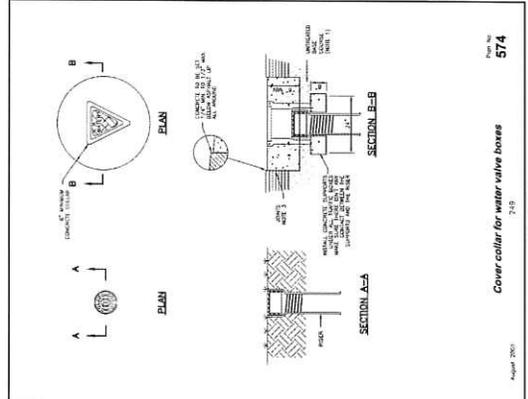
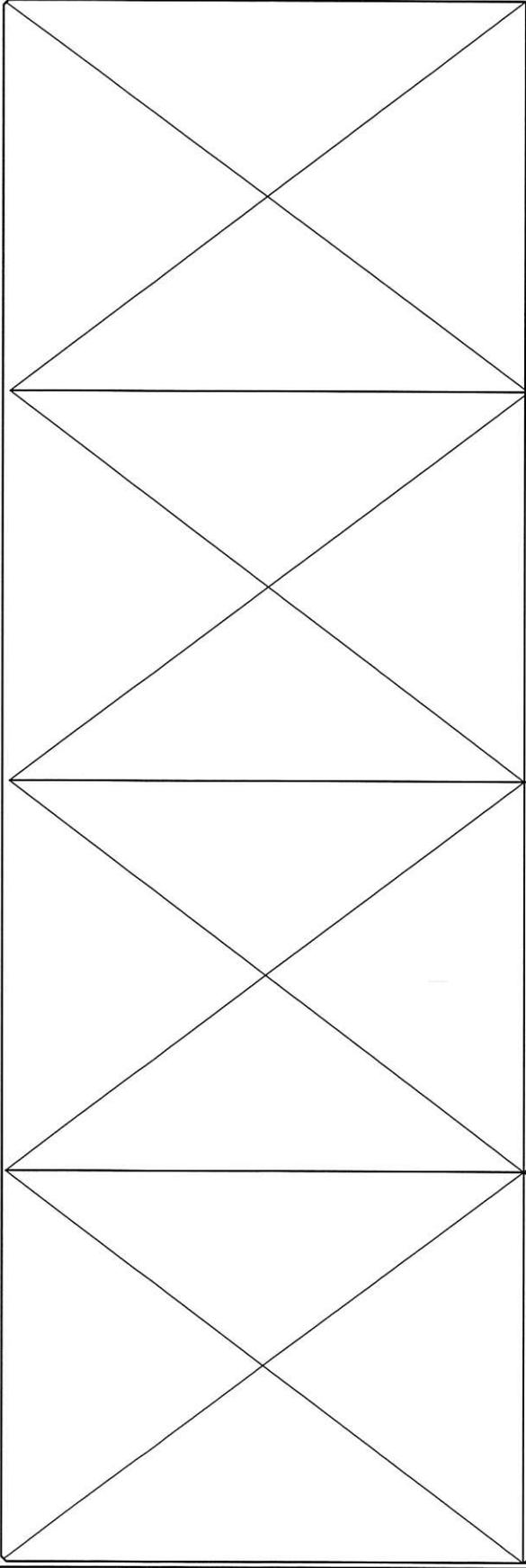
SCALE: AS SHOWN
 DESIGNED BY: NBR
 CHECKED BY: NBR
 DRAWN BY: NBR
 SHEET NO. 405 OVER
 DATE: 12/20/14

PEPG CONSULTING
 808 S SANDY PARKWAY • SANDY, UT 84070
 PHONE (801) 562-2521 • FAX (801) 562-2521
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
 GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

MEADOWS APARTMENTS
 TYPICAL SECTIONS AND DETAILS
 PROJECT NUMBER: 15010
 TITLE: TYPICAL CS
 DRAWING FILE: 15010-01-01
 DATE: FEBRUARY 17, 2015



SHEET NO. **D3**



DETAIL R
 NOT TO SCALE

August 2005
 2-18
 Cover collar for water valve boxes
 Plan No. 574

consultant:

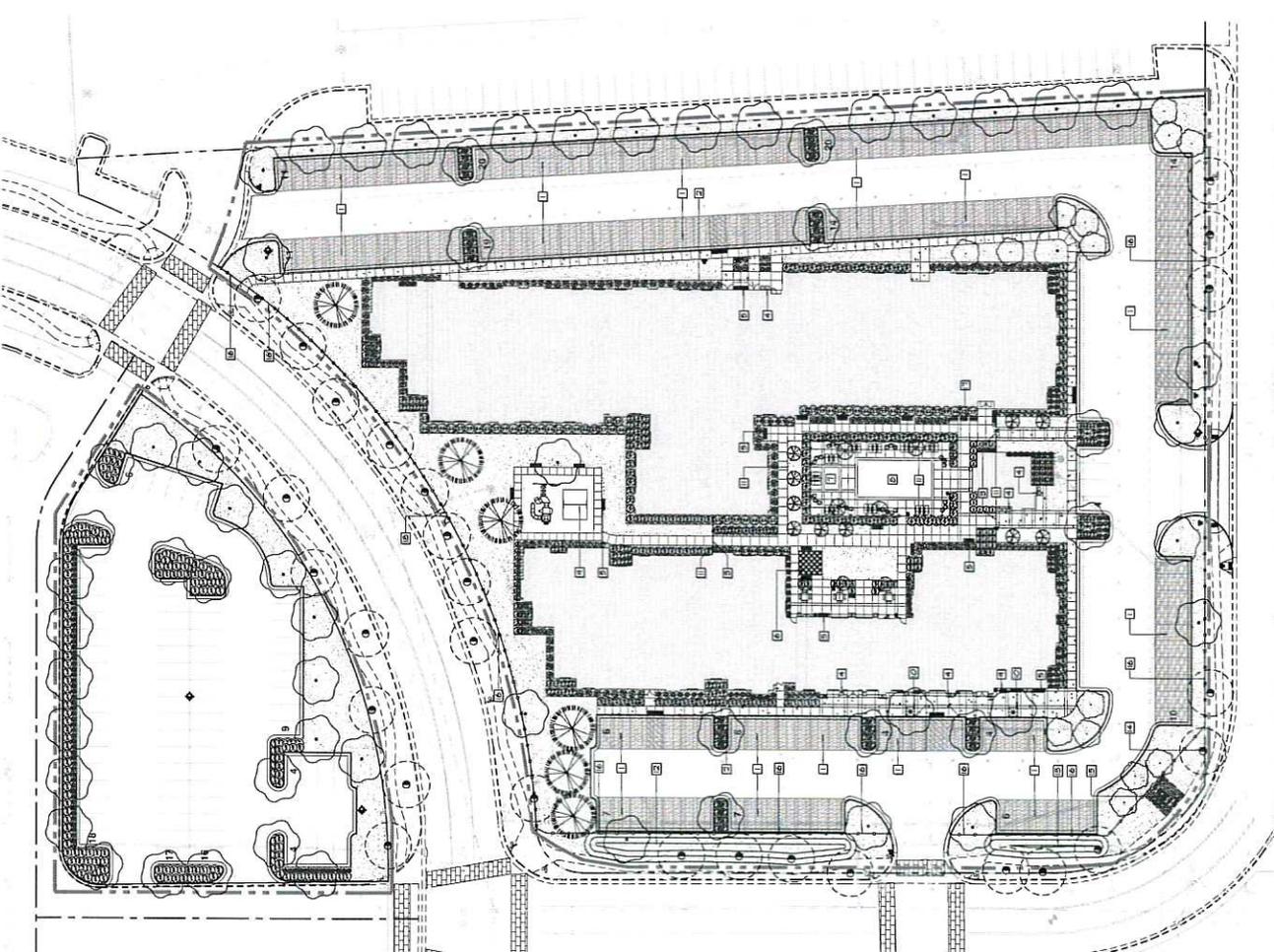
LEGEND		REFERENCE NOTES	
---	PROPERTY LINE	1	COVERED PARKING
---	LEFT OF HOUS. LINE	2	3" COPING OF BRICK MASONRY OVER REINFORCED CONCRETE. FABRIC AND 1" OF TYPICAL 1" - 2" SEE SHT. L-L100 DET. TO REPAIR AND/OR ADJUST FINISH AS NECESSARY. USE 1" OF ROCK MOUTH FROM NEARBY TO APPROVED EQUAL CONCRETE TO BE PERMITTED OR UNPERMITTED.
---	LOT LINE	3	4" WIDE CONTROLLED ACCESS GATE TO MATCH HEIGHT AND STYLE OF FENCE.
---		4	PLANTER POT: 2' x 2' x 3" TYP.
---		5	BENCH: TYP.
---		6	SEES SET 12" UP, 6" GRAD. SCORED WITH SANDWICH JOINTS, BLACK AND WHITE BROWN PAINT.
---		7	SEE SHT. L-L100 DET. TO REPAIR AND/OR ADJUST FINISH AS NECESSARY. USE 1" OF ROCK MOUTH FROM NEARBY TO APPROVED EQUAL CONCRETE TO BE PERMITTED OR UNPERMITTED.
---		8	HOT TUB 8' x 10'
---		9	SPINNING POOL 30' x 40'
---		10	PLAYGROUND WITH SWINGS, TEETER TOTTERS, PLAYGROUND EQUIPMENT, AND SURFACING PER OWNER.
---		11	TRAIL: 8' x 8'
---		12	FENCE PER ARCHITECT OR BLACK ALUMINUM FENCE 8' TALL. FENCE PICKETS 8" SQUARE SPACED AT 4" APART. NAIL POSTS AND FOOTING PER MANUFACTURER'S SPECIFICATIONS.
---		13	LANDSCAPE BORN 3" SLOPE, ROUNDED CORNER, 2" TO 3" TALL, 1' CONTAINS SHOWN.
---		14	LANDSCAPE BORN 3" SLOPE, ROUNDED CORNER, 2" TALL, 1' CONTAINS SHOWN.
---		15	REMOVE EXISTING TREE IF WITHIN PROPERTY LINE.
---		16	ENTRY SIGN REFER TO SHEET L-L100 DETAIL 9.
---		17	4" HIGH OPEN RAIL FENCE BLACK ALUMINUM FENCE PICKETS 8" SQUARE SPACED AT 4" APART. NAIL POSTS AND FOOTING PER MANUFACTURER'S SPECIFICATIONS.
---		18	BIKE RACK
---		19	SEE SHT. L-L100 DET. TO REPAIR AND/OR ADJUST FINISH AS NECESSARY. USE 1" OF ROCK MOUTH FROM NEARBY TO APPROVED EQUAL CONCRETE TO BE PERMITTED OR UNPERMITTED.
---		20	EXISTING TREES
---		21	SITE JURISDICTIONS
---		22	UMBRELLA
---		23	POOL CHAIR
---		24	CHAIR

PLANT SCHEDULE	
TREES	QUANTITY
1	STREET TREE TO REMAIN
2	Holly x Redwood
3	Pinus nigra
4	Quercus robur 'Fastigiat'
5	Zelkova serrata 'Green Vase'
6	Buxus x 'Green Mountain'
7	Calamagrostis x 'ambigua' 'Karl Foerster'
8	Cornus sericea 'Sarc'
9	Erythronium 'Luteum' 'Emerald Shady'
10	Juncus 'horridus' 'Millon'
11	Miscanthus sinensis 'Ornamental'
12	Pennisetum setosum 'Hawaii'
13	Rhus arborescens 'Sax-Lan'
14	Taxus x media 'Daneformis'
15	Viburnum opulus 'Compactum'
16	Viburnum opulus 'Nanum'
17	STREET TREE TO REMAIN
18	Pinus strobus
19	Turf-grass
20	STREET TREE TO REMAIN
21	Rosa rugosa 'Apple'
22	Andromeda 'Black Pine'
23	Pyramidalis 'English Oak'
24	Sorbus 'Zelkova'
25	Botanical Name
26	Bonoboo
27	Feather Reed Grass
28	Hemlock 'Noble Fir'
29	Emerald Shady Clematis
30	Pinus Blue Rug Juniper
31	Holly x Oak
32	Hawaii Dwarf Fountain Grass
33	Sax-Lan Fragrant Shrub
34	Dwarf Yew
35	Compact European Crape Myrtle
36	Hawaii Dwarf European Viburnum
37	Botanical Name
38	STREET TREE TO REMAIN
39	Turf-grass

* QUANTITY INFORMATION PROVIDED FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE TO VERIFY ALL QUANTITIES.

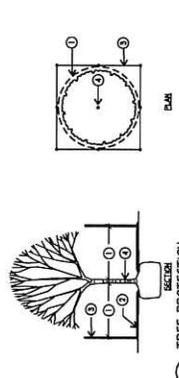
SCALE: 1" = 30'-0"

NORTH



NOTES:

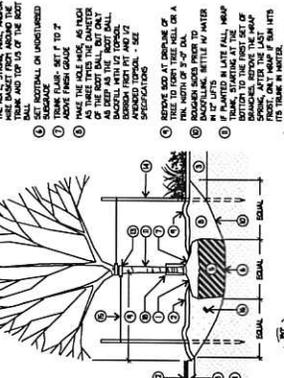
1. USE 18" TRENCH WITHIN THE 2" X 2" TRENCH SHALL ONLY BE USED FOR THE 2" X 2" TRENCH. ALL OTHER TRENCHES SHALL BE 4" X 4" WITH APPROVAL FROM THE HAND EXCAVATION ONLY.
2. MATERIALS TO LOCATE ANY HEAVY FURNITURE WITHIN THE TRENCH SHALL BE APPROVED BY THE ARCHITECT.
3. ANY FUTURE BARBERS WITH THE TRENCH SHALL BE APPROVED BY THE ARCHITECT.
4. REFER TO SPEC.



SECTION A
SCALE: 1/8" = 1'-0"

1. TREE PROTECTION

1. BARK TRENCH BACK FROM PLANT
2. FILL OVER HEDD BARBER - SEE SPEC.
3. APPROVED TOPSOIL - SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION B
SCALE: 1/8" = 1'-0"

2. DECIDUOUS TREE WITH STAKING

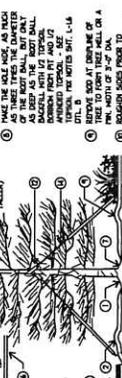
1. FILL OVER HEDD BARBER - SEE SPEC.
2. APPROVED TOPSOIL - SEE SPECIFICATIONS
3. UNDISTURBED SUBGRADE
4. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
5. PLANT
6. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
7. CENTER OF PLANT
8. FERTILIZER TABLET - SEE SPEC.
9. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION C
SCALE: 1/8" = 1'-0"

3. EVERGREEN TREE WITH GUTTER

1. BARK TRENCH BACK FROM PLANT
2. FILL OVER HEDD BARBER - SEE SPEC.
3. APPROVED TOPSOIL - SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION D
SCALE: 1/8" = 1'-0"

4. PERENNIAL / GROUNDCOVER

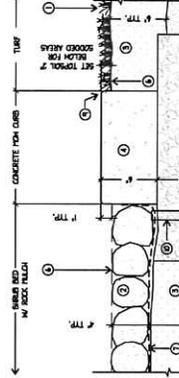
1. FILL OVER HEDD BARBER - SEE SPEC.
2. APPROVED TOPSOIL - SEE SPECIFICATIONS
3. UNDISTURBED SUBGRADE
4. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
5. PLANT
6. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
7. CENTER OF PLANT
8. FERTILIZER TABLET - SEE SPEC.
9. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION E
SCALE: 1/8" = 1'-0"

5. SHRUB

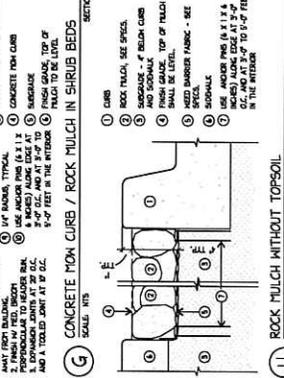
1. FILL OVER HEDD BARBER - SEE SPEC.
2. APPROVED TOPSOIL - SEE SPECIFICATIONS
3. UNDISTURBED SUBGRADE
4. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
5. PLANT
6. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
7. CENTER OF PLANT
8. FERTILIZER TABLET - SEE SPEC.
9. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION F
SCALE: 1/8" = 1'-0"

6. TURF

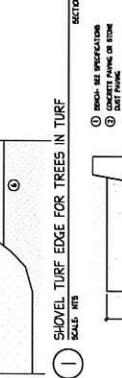
1. TURF AREAS
2. ROCK TRENCH - SEE SPEC.
3. APPROVED TOPSOIL - SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION G
SCALE: 1/8" = 1'-0"

7. CONCRETE FORM CURB / ROCK MULCH IN SHRUB BEDS

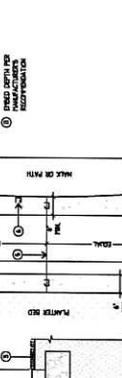
1. CURB
2. ROCK TRENCH, SEE SPEC.
3. SUBGRADE - 4" BELLEVUE GRADE
4. FINISH GRADE, TOP OF TRENCH SHALL BE LEVEL
5. HEDD BARBER FABRIC - SEE SPECIFICATIONS
6. SUBGRADE
7. USE ANCHOR PINS (4" X 1/4" X 6") ALONG EDGE AT 3'-0" ON CENTER
8. USE ANCHOR PINS (4" X 1/4" X 6") ALONG EDGE AT 3'-0" ON CENTER
9. USE ANCHOR PINS (4" X 1/4" X 6") ALONG EDGE AT 3'-0" ON CENTER



SECTION H
SCALE: 1/8" = 1'-0"

8. ROCK MULCH WITHOUT TOPSOIL

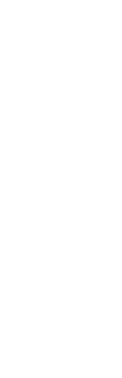
1. FILL OVER HEDD BARBER - SEE SPEC.
2. APPROVED TOPSOIL - SEE SPECIFICATIONS
3. UNDISTURBED SUBGRADE
4. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
5. PLANT
6. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
7. CENTER OF PLANT
8. FERTILIZER TABLET - SEE SPEC.
9. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION I
SCALE: 1/8" = 1'-0"

9. SHOVEL TURF EDGE FOR TREES IN TURF

1. SHOV - SEE SPECIFICATIONS
2. FRESH GRADE OR SUBGRADE
3. FRESH GRADE OF BELLEVUE MANUFACTURING SPEC. TYP.
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION J
SCALE: 1/8" = 1'-0"

10. BENCH

1. FILL OVER HEDD BARBER - SEE SPEC.
2. APPROVED TOPSOIL - SEE SPECIFICATIONS
3. UNDISTURBED SUBGRADE
4. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
5. PLANT
6. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
7. CENTER OF PLANT
8. FERTILIZER TABLET - SEE SPEC.
9. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION K
SCALE: 1/8" = 1'-0"

11. CONCRETE FORM CURB

1. FRESH GRADE
2. CONCRETE FORM CURB
3. TURF
4. COMPACTED ROAD BASE
5. TRENCH, SEE SPEC.
6. UNDISTURBED SUBGRADE
7. SHRUB BED
8. APPROVED TOPSOIL



SECTION L
SCALE: 1/8" = 1'-0"

12. TURF

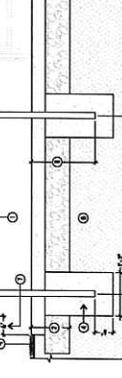
1. TURF AREAS
2. ROCK TRENCH - SEE SPEC.
3. APPROVED TOPSOIL - SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION M
SCALE: 1/8" = 1'-0"

13. SHRUB

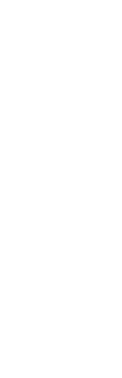
1. FILL OVER HEDD BARBER - SEE SPEC.
2. APPROVED TOPSOIL - SEE SPECIFICATIONS
3. UNDISTURBED SUBGRADE
4. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
5. PLANT
6. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
7. CENTER OF PLANT
8. FERTILIZER TABLET - SEE SPEC.
9. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION N
SCALE: 1/8" = 1'-0"

14. TREE IN TURF

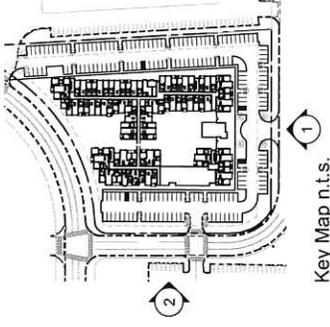
1. BARK TRENCH BACK FROM PLANT
2. FILL OVER HEDD BARBER - SEE SPEC.
3. APPROVED TOPSOIL - SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



SECTION O
SCALE: 1/8" = 1'-0"

15. EVERGREEN TREE WITH GUTTER

1. BARK TRENCH BACK FROM PLANT
2. FILL OVER HEDD BARBER - SEE SPEC.
3. APPROVED TOPSOIL - SEE SPECIFICATIONS
4. UNDISTURBED SUBGRADE
5. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
6. PLANT
7. PLANTING TRENCH, LOCATED AT PLANTING TRENCH, LOCATED AT PLANTING TRENCH
8. PLANT BRACING WADERS - REFER TO PLANT SCHEDULE OR PLAN
9. CENTER OF PLANT
10. FERTILIZER TABLET - SEE SPEC.
11. TYPE TRENCH, SEE PLAN FOR POSITION OF DIA. WADERS LOCATED IN ROCK TRENCH



1. South Elevation



2. West Elevation

AMERICAN FORK

Garbett Homes
 273 North East Capitol Street
 Salt Lake City, UT 84103
 801.456.2430

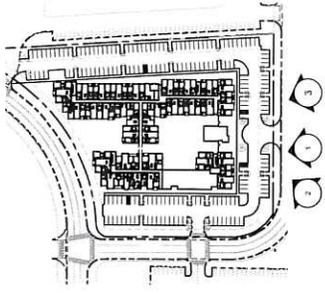
ELEVATIONS

AMERICAN FORK, UT
 01.12.2014
 01.12.2014

0 8 16 32
A2.0



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 Oakland, CA 94607
 510.272.2910
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Key Map n.t.s.



1. View of Front



2. View From Left



3. View From Right

A6.0

CONCEPTUAL PERSPECTIVES



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AMERICAN FORK



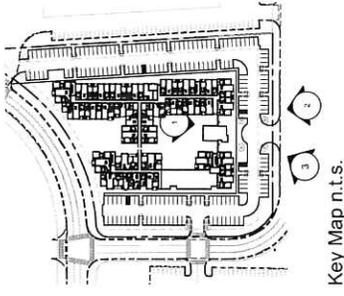
1. Leasing Lobby Rear View



2. Leasing Lobby Right View



3. Leasing Lobby Entry



Key Map n.t.s.

AMERICAN FORK

CONCEPTUAL PERSPECTIVES

A6.1

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Salt Lake City, UT 84103
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GarbettHomes.com

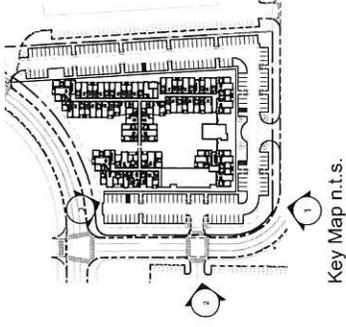
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UDP # 2015016

01.12.14

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1. View from Southwest Corner



2. View from West Entry



3. View from Northwest Corner

A6.2

CONCEPTUAL PERSPECTIVES



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 03/13/2014

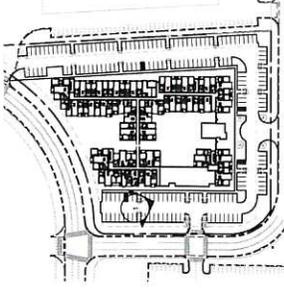
Garbett Homes
 273 North East Capital Street
 Salt Lake City, UT 84103
 801.456.2430

AMERICAN FORK

AMERICAN FORK



1. Amenity Space Entry View



Key Map n.t.s.

A6.3



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CONCEPTUAL PERSPECTIVES

AMERICAN FORK, UT

LOG # 2013-034

01/10/14

AMERICAN FORK

Garbett Homes
 273 North East Capitol Street
 Salt Lake City, UT 84103
 801.456.2430



MEMORANDUM

Date: January 22, 2015
To: Rich Welch, Garbett Homes
From: Hales Engineering
Subject: **American Fork – Meadows Apartments Parking Study** UT15-688

This memorandum discusses the parking study completed for Garbett Homes in consideration for the parking demands on their apartment project (Meadows Apartments) located in American Fork, Utah. The proposed project will have 142 apartments (44 – one bedroom, 75 – two bedroom, and 23 – three bedroom) and is proposed to have 161 covered parking spaces and an additional 74 surface parking stalls for a total of 235 parking spaces on site. Using the American Fork City parking rates, this project would require 320 parking spaces or 2.25 spaces per unit according to the *American Fork City Development Code and The Off-street Parking Standards*, Section 3-1-1, Residential Land Uses.

It has been our experience that parking demands in Utah are typically lower than the American Fork City Code requirements. The following paragraphs identify our recent parking counts along the Wasatch Front.

Multi-family Parking Demand Rates

In an effort to identify an existing / acceptable parking demand rate at similar projects, Hales Engineering studied eleven projects to better understand the parking supply and demand at these locations and to draw conclusions about the parking at the proposed Meadows Apartments project in American Fork. Data was collected at study locations in Herriman on June 19, 2014, September 25, 2014, September 30, 2014, and October 15, 2014, in South Salt Lake on Thursday, February 20, 2014, and around the Salt Lake Valley on early Thursday, November 1, 2012. The data collection times were all between 12:00 am and 4:00 am, as this is the time when the majority of tenets are home for the night and parking demand is at its greatest according to the Institute of Transportation Engineers (ITE), *Parking Generation*, 4th Edition, 2010. It should be noted that guest parking was included within the data collection for these various sites.

Data Collection / Study Locations

Timbergate Apartments

The Timbergate apartments are located at 5605 West 11830 South in Herriman, Utah and consist of 176 two-bedroom units, and 112 three-bedroom units for a total of 288 units (see Figure 1). During our data collection, it was observed that 402 parking stalls were occupied, 177 were empty, 6 cars were parked on the street, and there were no garages within this project, for a parking supply of 579 spaces.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.01 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.46 stalls / occupied unit
3. 289 stalls were covered of the 579 stalls on site = 50% covered stalls



Figure 1: Timbergate Apartments – Herriman, Utah

Additional counts were completed on September 25th, 30th, and October 15th with the following results, 1.48, 1.42, and 1.46 stalls per occupied unit, respectively, with an average for the four counts of 1.46.

Farmgate Apartments

The Farmgate apartments are located at 5675 West 11840 South in Herriman, Utah and consist of 96 one-bedroom units, 272 two-bedroom units, and 128 three-bedroom units for a total of 496 units (see Figure 2). During our data collection, it was observed that 665 parking stalls were occupied, 206 were empty, there were 25 cars parked on the street, and there were 145 garages within this project, for a parking supply of 1,016 spaces. Within the 145 garages, it was identified that 50 were being used for vehicles.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.05 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.57 stalls / occupied unit
3. 476 stalls were covered of the 992 stalls on site = 48% covered stalls



Figure 2: Farmgate Apartments – Herriman, Utah

Additional counts were completed on September 25th, 30th, and October 15th with the following results, 1.53, 1.52, and 1.36 stalls per occupied unit, respectively (ave. = 1.50).

Mission Meadowbrook Apartments

The Mission Meadowbrook apartments are located at 820 West Timbercreek Way in South Salt Lake, Utah and consist of 365 one-bedroom units and 47 two-bedroom units for a total of 412 units (see Figure 3). During our data collection, it was observed that 427 parking stalls were occupied, 361 were empty, there were no cars parked on the street, and there were eight (8) functioning garages that were closed.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 1.93 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.10 stalls / occupied unit
3. 421 stalls were covered of the 788 stalls on site = 53% covered stalls

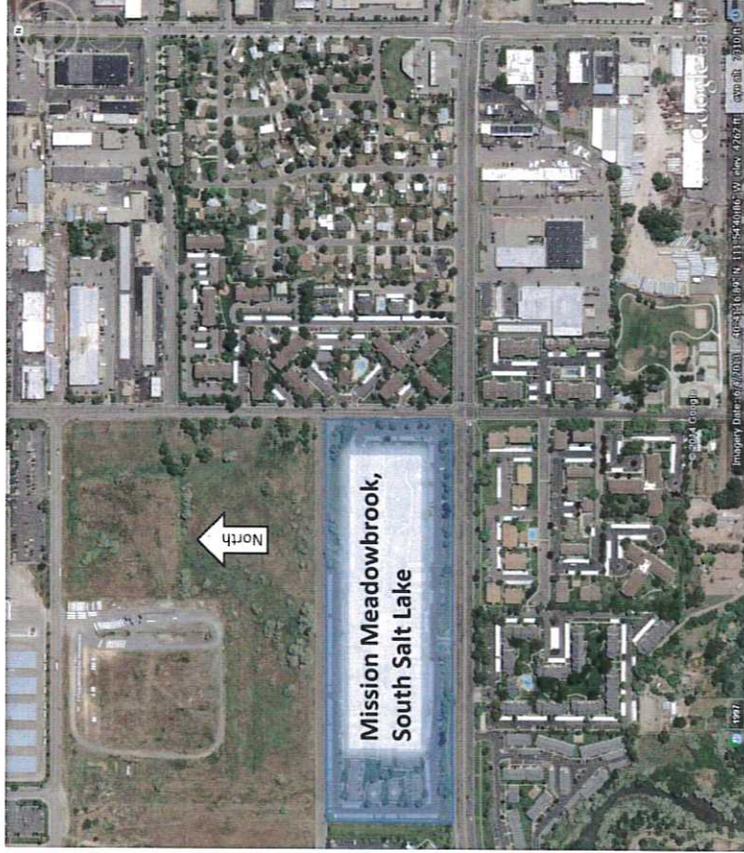


Figure 3: Mission Meadowbrook Apartments – South Salt Lake, Utah

Mountain Shadows Apartments

The Mountain Shadows apartments are located at 3825 South 700 West in South Salt Lake, Utah and consist of 80 one-bedroom units, 132 two-bedroom units, and 50 three-bedroom units for a total of 262 units (see Figure 4). During our data collection, it was observed that 313 parking stalls were occupied, 229 were empty, and there were six (6) cars parked on the street.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.09 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.28 stalls / occupied unit
3. 217 stalls were covered of the 542 stalls on site = 40% covered stalls



Figure 4: Mountain Shadows Apartments – South Salt Lake, Utah

Egate Apartments

The Egate apartments are located at 2292 W. Ruddy Way in West Valley City, Utah within the Salt Lake Valley, and consist of 128 two-bedroom units and 176 three-bedroom units for a total of 304 units (see Figure 5). During our data collection, it was observed that 468 parking stalls were occupied, 83 were empty and there were 13 vehicles parking adjacent to the curb within the complex. An additional off-site overflow parking area was located close to the project and 22 vehicles were parked within this lot when counted.

The following conclusions can be made:

1. Supply (striped parking stalls on-site) = 1.81 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.73 stalls / occupied unit
3. 127 stalls were covered of the 551 stalls on site = 23% covered stalls



Figure 5: Egate Apartments – West Valley City, Utah

San Marino Apartments

The San Marino apartments are located at 776 West Grande Rose Way, South Jordan, Utah within the Salt Lake Valley, and consist of 112 one-bedroom units, 187 two-bedroom units and 21 three-bedroom units for a total of 320 units (see Figure 6). During our data collection, it was observed that 335 parking stalls were occupied, 145 were empty and there were 87 garages with 23 vehicles parked in the driveways and 9 vehicles parking adjacent to the curb within the complex.

The following conclusions can be made:

1. Supply (striped parking stalls on-site) = 2.04 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.48 stalls / occupied unit
3. 308 stalls were covered of the 567 stalls on site = 54% covered stalls



Figure 6: San Marino Apartments – South Jordan, Utah

San Moritz Apartments

The San Moritz apartments are located at 7625 S. Ropekey Drive, Midvale, Utah within the Salt Lake Valley, and consist of 168 one-bedroom units, 195 two-bedroom units and 21 three-bedroom units for a total of 390 units (see Figure 7). During our data collection, it was observed that 334 parking stalls were occupied, 140 were empty and there were 154 garages with 51 vehicles parked in the driveways and 80 vehicles parking adjacent to the curb within the complex.

The following conclusions can be made:

1. Supply (striped parking stalls on-site) = 2.01 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.74 stalls / occupied unit
3. 364 stalls were covered of the 628 stalls on site = 58% covered stalls



Figure 7. San Moritz Apartments – Midvale, Utah

San Tropez Apartments

The San Tropez apartments are located at 11747 South Siracus Drive, South Jordan, Utah within the Salt Lake Valley, and consist of 88 one-bedroom units, 141 two-bedroom units and 21 three-bedroom units for a total of 250 units (see Figure 8). During our data collection, it was observed that 234 parking stalls were occupied, 93 were empty and there were 93 garages with 39 vehicles parked in the driveways and 21 vehicles parking adjacent to the curb within the complex.

The following conclusions can be made:

1. Supply (striped parking stalls on-site) = 2.05 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.68 stalls / occupied unit
3. 275 stalls were covered of the 420 stalls on site = 65% covered stalls



Figure 8: San Tropez Apartments – South Jordan, Utah

Liberty Bend

The Liberty Bend apartments are located at 1048 East Liberty Bend Lane, Sandy, Utah within the Salt Lake Valley, and consist of 93 units, 36 apartments and 57 townhome units (see Figure 10). During our data collection, it was observed that 66 parking stalls were occupied, 27 were empty, and there were 82 garages with 2 vehicles parked in the driveways, and 25 vehicles parking adjacent to the curb near the complex.

The following conclusions can be made:

1. Supply (parking stalls on-site) = 2.23 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.94 stalls / occupied unit



Figure 10: Liberty Bend Apartments / Townhomes – Sandy, Utah

Liberty Commons Apartments

The Liberty Commons apartments are located at 2785 S. Winstead Way, West Valley City, Utah within the Salt Lake Valley, and consist of 209 units (see Figure 11). During our data collection, it was observed that 131 parking stalls were occupied, 81 were empty and there were 185 garages with 0 vehicles parked in the driveways and 70 vehicles parking adjacent to the curb within the complex.

The following conclusions can be made:

1. Supply (striped parking stalls on-site) = 1.99 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.94 stalls / occupied unit



Figure 11: Liberty Commons Apartments – West Valley City, Utah

Data Collection Summary

Within the Farmgate, Mission Meadowbrook, Coppergate, San Marino, San Moritz, San Tropez, Liberty Bend and Liberty Commons projects, each had closed garages that could not be counted. In order to provide a conservative estimate it was assumed that every garage space was being used for a vehicle. The following demand at the various apartment complexes was calculated:

Timbergate parking demand =	1.48 (high)
Farmgate Parking demand =	1.57 (high)
Mission Meadowbrook parking demand =	1.10
Mountain Shadows parking demand =	1.28
Egate parking demand =	1.73
San Marino parking demand =	1.48
San Moritz parking demand =	1.74
San Tropez parking demand =	1.68
Coppergate parking demand =	1.42
Liberty Bend parking demand =	1.94
Liberty Commons parking demand =	1.94
	<u>1.58</u> Average parking demand / occupied unit (11)

Multi-family Residential Units

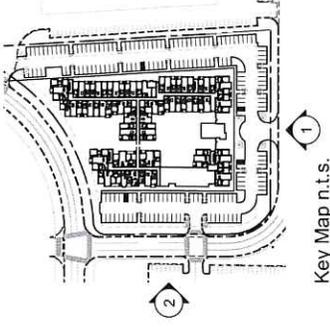
As previously identified, eleven studies in the Salt Lake Valley, demonstrated an average parking demand of 1.58 stalls per unit. It is our professional opinion that parking could be reduced to a range between 1.58 – 1.94 spaces per unit, a range between the average Salt Lake Valley rate and an average rate for both Liberty Bend and Liberty Commons in Sandy, Utah.

Conclusions/Recommendations

Hales Engineering makes the following conclusions/recommendations based on our data collection efforts for other projects within the Salt Lake Valley and specifically Sandy City:

1. The base American Fork City parking ordinance would require 320 parking spaces on-site, or 2.25 spaces per dwelling unit.
2. Hales Engineering recommends reductions to the multi-family residential consistent with, and above the average multi-family parking demand measured at eleven locations within the Salt Lake Valley (1.59 stalls per unit).
3. Garbett Homes is providing 235 spaces on-site, or 1.65 stalls per unit.
4. If the current occupancy rates hold at 95%, then 12 additional stalls should be available at any given time. In addition, it should be noted that many parking spaces are provided adjacent to the site for shared use parking, provided that an agreement is in place.

If you have any questions regarding this memo, please feel free to contact us.



1. South Elevation



2. West Elevation

AMERICAN FORK

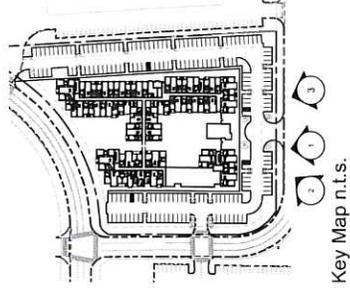
Garbett Homes
 273 North East Capitol Street
 Salt Lake City, UT 84103
 801.456.2430

ELEVATIONS

AMERICAN FORK, UT
 01.10.2014
 01.10.2014



KTGY Group, Inc.
 Architecture+Planning
 580 Second St., Suite 200
 Oakland, CA 94607
 510.272.2910
 ktgy.com



1. View of Front



2. View From Left



3. View From Right

A6.0

CONCEPTUAL PERSPECTIVES

AMERICAN FORK

Garbett Homes
273 North East Capitol Street
Salt Lake City, UT 84103
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JOB # 2015-046

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01.18.2014



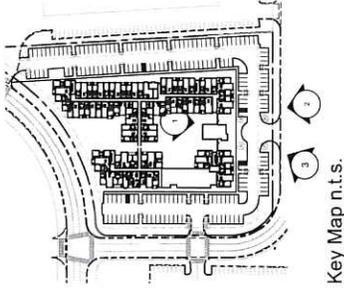
1. Leasing Lobby Rear View



2. Leasing Lobby Right View



3. Leasing Lobby Entry



Key Map n.t.s.

AMERICAN FORK

CONCEPTUAL PERSPECTIVES

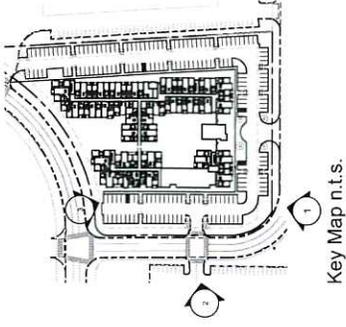
A6.1

Garbett Homes
273 North East Capital Street
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ktgy.com

AMERICAN FORK, UT
08/17/2019-04/04/2020
01/02/2014





1. View from Southwest Corner



2. View from West Entry



3. View from Northwest Corner

AMERICAN FORK

Garbett Homes
273 North East Capitol Street
Salt Lake City, UT 84103
801.456.2430

Garbett Homes Escondido

CONCEPTUAL PERSPECTIVES

AMERICAN FORK, UT
LOG # 2015016
01/10/14

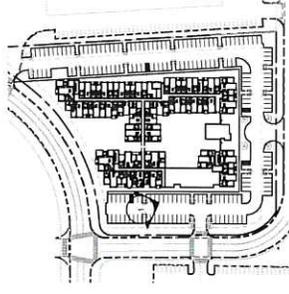
A6.2



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Architecture+Planning
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Oakland, CA 94607
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ktgy.com



1. Amenity Space Entry View



Key Map n.t.s.

AMERICAN FORK

Garbatt Homes
 273 North East Capital Street
 Salt Lake City, UT 84103
 801.456.2430



CONCEPTUAL PERSPECTIVES

AMERICAN FORK, UT
 UTR # 2013-036

01/02/14

A6.3



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AGENDA TOPIC: Hearing, review and action on a site plan for the Meadows Apartments located at 697 West Pacific Drive in the SC-1 (Planned Shopping Center) Zone.

ACTION REQUESTED: Recommendation to City Council.

BACKGROUND INFORMATION			
Location:		697 West Pacific Drive	
Applicants:		Garbett Homes/Woodbury Corp.	
Existing Land Use:		Vacant	
Proposed Land Use:		Residential	
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	SC-1 (Planned Shopping Center)	
	South	SC-1 (Planned Shopping Center)	
	East	SC-1 (Planned Shopping Center)	
	West	SC-1 (Planned Shopping Center)	
Lane Use Plan Designation:		Design Commercial	
Zoning within density range?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Background

The Meadows Apartments is a 140 unit project located south of Kohl's, north of Target and east of the Cinemark. Three points of access will serve the development; one from Pacific Drive, one from 700 West and one from 130 North (Nichols Lane). The development is located within The Meadows district and it has been anticipated that pockets of high density housing would be located throughout the project. This development represents the first of these residential pockets.

Each structure will consist of four (4) stories. The units will be a blend of one, two and three bedrooms. Renderings of the structures and leasing office are included in the submittal materials. One covered parking space is provided for each unit, as required by the Development Code.

The applicants are requesting an adjustment in the number of required parking stalls from the Planning Commission. This is permissible per Section 3-2 of the City's Parking Ordinance. It states: "the Planning Commission shall have the authority to increase or decrease the number of off-street parking spaces...upon a finding...that the use characteristics of the proposed use warrant adjustment". Strictly following the Parking Ordinance would require a total of 315 parking stalls: 280 for tenants and 35 for visitors. This project proposes 239 stalls. The applicants have submitted a parking study of similar apartment projects in the Salt Lake Valley, with ratios of parking provided vs. observed usage. Page 13 of the study gives a breakdown of the observed usage ratios, ranging from 1.28 to 1.94 stalls per unit; averaging 1.58. It is interesting to note, however, that the supply of parking for all projects studied averages 2.04 stalls per unit. The Meadows Apartments comes in at 1.71 stalls per unit. The parking study is included in the submittal materials.

The site plan includes a parking area reserved for use of the apartment project, across Pacific Drive, directly north of the apartments. This is the subject of an accompanying subdivision plat, bringing this area under the same ownership as the parent parcel. In addition, detailed landscape plans, illustrating proposed landscape treatments of the site, including the pool/courtyard area, playground area and parking areas are submitted. Landscaping conforms to the requirements as found in the Development Code.

The Planning Commission may—but is not required to—make a finding that, based upon the figures and study provided by the applicants, the proposed ratio of 1.71 spaces per unit is sufficient. This figure is for all parking; tenant and visitor. However, as mentioned and discussed with a similar apartment project, consideration may be given for the number of one-bedroom units in the project and whether that merits a reduction in the number of parking stalls. If the Planning Commission felt that a reduced number of stalls for one-bedroom units is justified, it is unclear what the parking calculation would be for this project, as a break-down of the number of one-bedroom units vs. two bedroom units and above has not been provided.

Three potential motions are offered to the Planning Commission: one for a recommendation of approval and one for denial, based on whether or not the Planning Commission finds that an adjustment is warranted; and, one for tabling should the Planning Commission require amendments to the site plan.

Consistency with the Land Use Plan:

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

FINDINGS OF FACT

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

1. The proposed site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.
2. The Planning Commission finds that an adjustment to the required parking spaces is warranted based upon evidence provided by the applicant (*the Planning Commission may complete the finding as to "why" it is warranted, i.e.: number of one-bedroom units as it relates to parking stalls per unit*).

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the site plan for the Meadows Apartments, located at 697 West Pacific Drive, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the site plan for the Meadows Apartments, located at 697 West Pacific Drive, with the finding that the Planning Commission does not support an adjustment in the required number of parking spaces.

TABLE

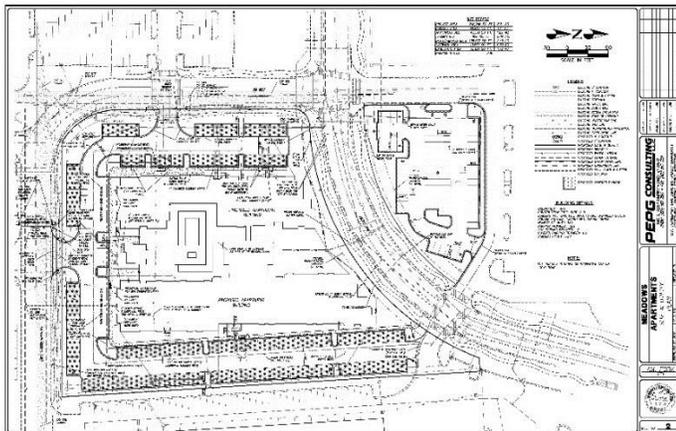
Mr. Chairman, I move that we table the site plan for the Meadows Apartments, located at 697 West Pacific Drive.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 3/4/2015

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

1. Project Name: Meadows Apartments
2. Type of Application:
 Subdivision Final Plat Subdivision Preliminary Plan Annexation
 Code Text Amendment General Plan Amendment Zone Change
 Commercial Site Plan Residential Accessory Structure Site Plan
3. Project Address: 697 West Pacific Drive
4. Developer / Applicant's Name: Garbett Homes/Woodbury Corp.
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 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.
6. **Applicant is requesting that the Planning Commission waive the following requirement:**
 - A. In the number of the required parking stalls.
 - B. Lot 1 and Parcel "A" be considered one zoning lot.
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. A finding from the Planning Commission that sufficient parking is provided for this project.
- B. The parking provide is considered onsite parking.

Harold Dudley
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

4. Hearing, review and action on a commercial site plan for the Meadows Apartments located at 697 West Pacific Drive in the SC-1 Planned Shopping Center zone (8:06 p.m.)

Staff Presentation:

Adam Olsen stated this project is located west of Cal Ranch, north of Target, south of Kohls. The project proposes 140 units. There is sufficient covered parking with one stall per unit. Each structure will be four-stories tall with a blend of 1, 2, and 3-bedroom units. The developer is asking the Commission to consider an adjustment in the required parking stalls. The project requires 315 parking stalls, which is 280 for tenants and 35 for visitors. The project proposes 239 stalls. They have provided a parking study identifying similar projects in Salt Lake County. Page 13 of the study shows a breakdown of parking ratios for other projects ranging from 1.28 per unit to 1.94 per unit. The average is close to 1.6 per unit. The study shows a supply of parking averages at two per unit. This project comes in at 1.71. In order to provide or get closer to the required parking spaces, a portion of the property to the north is being subdivided and tied to the parent lot. The subdivision plat shows a zone lot declaration tying parcel A to lot 1. The ordinance requires these to be under the same ownership. The Planning Commission may then be able to make a finding that the parking is sufficient. The City is conducting a study with UDOT and UTA that proposes taking Pacific Drive over I-15 and the railroad tracks to the FrontRunner. The travel easement is a corridor to get from the FrontRunner station to the future tracks line that will run parallel to State Street. There is no timeline for tracks coming down State Street.

Howard Denney stated relative to the site plan, the developer has requested a waiver in the required number of parking stalls and to consider lot 1 and parcel A as one zoning lot. The Commission needs to make a finding that sufficient parking is provided, and that the parking provided is considered to be on one site. Relative to the plat, lot 1 and parcel A need to be considered as one zoning lot with a zoning declaration. Also corrections include a closure error on parcel A, a correction to some of the curb data, the 20-foot transportation easement on the northerly side of Pacific Drive, and the 10-foot transportation easement on southern side of Pacific Drive. These areas may be needed for bus stops not just for tracks. It is proposed a fence be installed on the southerly side of Pacific Drive so access to the parking is at the crosswalks. Potentially other traffic calming devices could be used such as chicanes. Other solutions such as a traffic hawk similar to what is at Lone Peak High School and the hospital could be used. There are many different types of elements that could be applied. Snow plowing is an issue with raised walkways. The City is analyzing this corridor as a collector road between this area and the FrontRunner station. The transportation plan allows this connection to the commercial area and the FrontRunner without using the freeway interchange.

Applicant Presentation:

Richard Welch stated they have partnered with Woodbury Corporation. These building types are the first in the City. This property has been there for a long time. Woodbury Corporation has marketed the property and found it would not be a successful commercial pad so they approached Garbet Homes. This is an apartment project in the middle of a commercial center and makes the project unique. In December 2013 a concept was brought to the Commission with a parking ratio of 1.4. They felt this would be a successful operating project because of the different profile of the tenants. There are 161 covered stalls, which equals more than one covered stall per unit with the balance across the street. One unique aspect is that there are 450 additional stalls in the area that are not being utilized. He has visited this site many times and found no cars parked in the Kohls area or on the north side of the theaters. He believes their unique condition will make this project work. They did consider underground parking, but it pushed the rental rates too high. There would be a 42-inch, wrought iron fence and a gate next to the fire hydrant. A year ago there was a concern with vehicle lights shining into the apartments when entering the parking lot. A berm has been added to the west side to deal with this issue.

DeNae Mollerup stated underground parking is desirable, but the cost is astronomical. It would prevent them from getting the rent needed for a viable project. The demographics need to be considered. The area is walkable with shopping all around. There is enough covered parking so parking shouldn't be an issue. Bike racks will be provided in the development. They work with Parking Solutions who drive through the area to monitor the parking areas. Proper lighting will be installed. Security cameras could be installed if needed. She doesn't see an issue with security in the parking areas. Trailer and RV parking is not allowed. Inoperable vehicles will receive a ticket and towed.

PUBLIC HEARING

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

Commission Discussion:

Rebecca Staten stated that based on the numbers provided if one stall were allowed for the one-bedroom units and two stalls for the two and three-bedroom units, she comes up with 276 required stalls and there are only 235 provided. There may be many stalls in proximity, but the project needs to be able to self-park. The eastern area is not in the Woodbury ownership.

Nathan Schellenberg agrees there is oodles of parking all around so it makes sense the parking could be reduced. His concern is with pedestrians crossing Pacific Drive.

Harold Dudley suggested and under walkway.

MOTION: Eric Franson - To recommend approval of the site plan for the Meadows Apartments, located at 697 West Pacific Drive, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

Specifically the adjustment for parking due to the size of the units and the surrounding availability of parking.

Findings:

- The proposed site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.
- The Planning Commission finds that an adjustment to the required parking spaces is warranted based upon evidence provided by the applicant (the Planning Commission may complete the finding as to “why” it is warranted, i.e.: number of one-bedroom units as it relates to parking stalls per unit).

Conditions:

- All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Seconded by Leonard Hight.

Further Discussion:

Eric Franson stated he would like to allow staff to address a traffic control crossing if and when one is needed and warranted. The project only needs 40 additional stalls to be in compliance. It would be the City’s responsibility to study the situation and make a determination. There is about 50 parking stalls there that will be used throughout the day. He doesn’t see the immediate need.

Adam Olsen stated as the uses come in for commercial, the parking has been assured. This parking area was a future commercial pad. There are two smaller pads to the west and a larger one to the northwest. Some of the parking has been placed for these areas.

Nathan Schellenberg stated he would like to see an actual crossing not just a signal because there will be frequent crossing. The developer should be required to install it and not the City.

Christine Anderson stated she is not comfortable with the parking situation. The project should self-park. This additional parking is so far away from the units.

Yes	-	Harold Dudley
		Eric Franson
		Leonard Hight
		Nathan Schellenberg
		Rebecca Staten
No	-	Christine Anderson
		John Woffinden

Motion passes.

MAVERIK AMERICAN FORK SUBDIVISION

PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
AMERICAN FORK CITY, UTAH COUNTY, UTAH
FEBRUARY, 2015

AMERICAN FORK IRRIGATION COMPANY

RELOCATION OF THE IRRIGATION EASEMENT APPROVED BY THE AMERICAN FORK IRRIGATION COMPANY THIS _____ DAY OF _____, 20____.

CITY UTILITIES APPROVAL

CULINARY WATER/PRESSURE IRRIGATION SEWER/STORM DRAIN
DIRECTOR PUBLIC WORKS DATE DIRECTOR PUBLIC WORKS DATE

PUBLIC UTILITIES APPROVAL

ROCKY MOUNTAIN POWER DATE CENTURYLINK DATE

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-6532.

QUESTAR GAS DATE

OCCUPANCY RESTRICTION NOTICE

IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT HAVING FIRST OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY AMERICAN FORK CITY.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS: N00°24'14"W

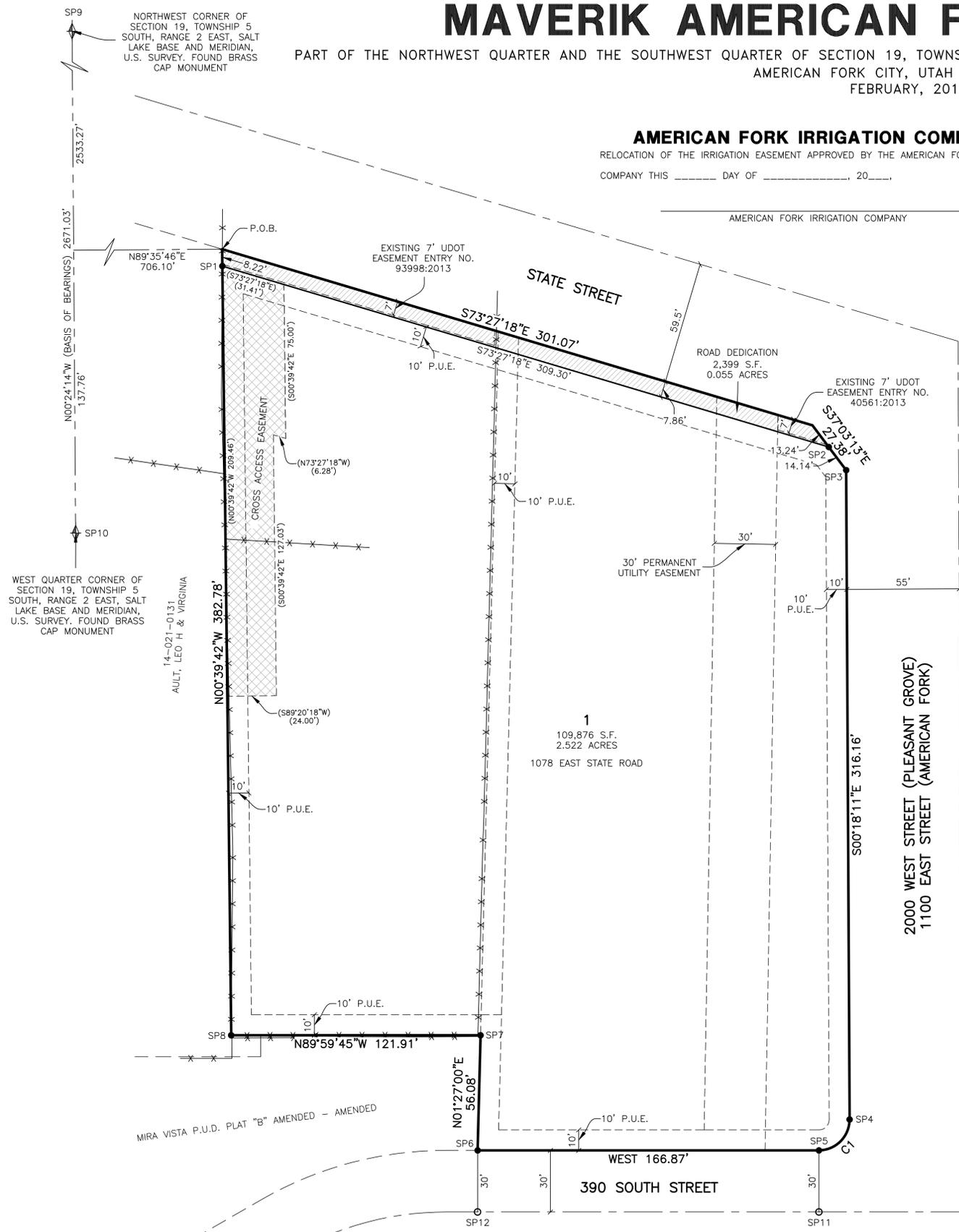
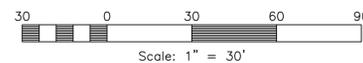
NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE DESCRIBED PROPERTY INTO A ONE LOT SUBDIVISION. ALL BOUNDARY CORNERS TO BE SET WITH A 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

CONDITIONS OF APPROVAL

LEGEND

- = SECTION CORNER
- = 5/8" X 24" REBAR AND PLASTIC CAP TO BE SET STAMPED "REEVE & ASSOCIATES"
- = SET BRASS CAP MONUMENT
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = ROAD CENTERLINE
- = EXISTING FENCE
- = ROAD DEDICATION
- = CROSS ACCESS EASEMENT



CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	15.00'	23.64'	21.27'	15.08'	S44°50'54"W	90°18'11"

POINT	NORTHING	EASTING
1	7303701.229	1565060.809
2	7303613.189	1565357.173
3	7303601.894	1565365.739
4	7303285.821	1565367.411
5	7303270.746	1565352.415
6	7303270.746	1565185.588
7	7303326.793	1565187.007
8	7303326.801	1565065.133
9	7306237.000	1564336.980
10	7303566.760	1564355.800
11	7303240.746	1565352.415
12	7303240.746	1565185.588

SCALE FACTOR 0.99973

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 150228-2201 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS.

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°24'14"W 137.76 FEET AND N89°35'46"E 706.10 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 19; THENCE S73°27'18"E 301.07 FEET; THENCE S37°03'13"E 27.38 FEET; THENCE S00°18'11"E 316.16 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.64 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF S44°50'55"W, AND A CHORD LENGTH OF 21.27 FEET; THENCE WEST 166.87 FEET; THENCE N01°27'00"E 56.08 FEET; THENCE N89°59'45"W 121.91 FEET; THENCE N00°39'42"W 382.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 112,276 SQUARE FEET AND 2.577 ACRES

ROBERT D. KUNZ DATE
LICENSE NO. 150228-2201

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREOF I/WE HERETO SET OUT HAND THIS _____ DAY OF _____, 20____.

ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

PRINT NOTARY NAME
A NOTARY PUBLIC COMMISSIONED IN UTAH
COMMISSION EXPIRES NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF AMERICAN FORK, COUNTY OF UTAH, 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.

THIS _____ DAY OF _____, 20____

ENGINEER RECORDER

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____, BY THE COMMUNITY DEVELOPMENT DIRECTOR.

PLANNING COMMISSION CHAIRMAN DIRECTOR-SECRETARY

MAVERIK AMERICAN FORK SUBDIVISION

PART OF NW 1/4 AND SW 1/4 OF SECTION 19, T.5S., R.2E., S.L.B.&M., U.S. SURVEY
AMERICAN FORK CITY, UTAH COUNTY, UTAH
NOVEMBER, 2014 SCALE 1"=30'

LAND SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

PROJECT INFORMATION		UTAH COUNTY RECORDER'S OFFICE	
Surveyor: R. KUNZ	Name: MAVERIK AMERICAN		
Designer: N. ANDERSON	Number: 5799-243		
Begin Date: 11-19-14	Revision: 1"=30'		



AGENDA TOPIC: Review and action on the final plat of the Maverik American Fork Subdivision, consisting of one lot, located at 1078 East State Road in the GC-2 (Planned Commercial) zone.

ACTION REQUESTED: Recommendation of approval of Plat A.

BACKGROUND INFORMATION			
Location:		1078 East State Road	
Applicant:		Maverik/Reeve & Assoc.	
Existing Land Use:		Vacant	
Proposed Land Use:		Commercial	
Surrounding Land Use:	North	Commercial	
	South	Residential	
	East	Commercial	
	West	Residential	
Existing Zoning:		GC-2 (Planned Commercial)	
Proposed Zoning:		N/A	
Surrounding Zoning:	North	GC-2 (Planned Commercial)	
	South	PO-1 (Professional Office)	
	East	Pleasant Grove Zoning	
	West	GC-2 (Planned Commercial)	
Growth Plan Designation:		Design Commercial	
Zoning within density range?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

PROJECT DESCRIPTION: Recommendation of approval of Maverik American Fork Subdivision.

Background

Maverik American Fork Subdivision proposes to combine three lots of record and one existing lot into a one-lot subdivision; upon which a Maverik gas station and convenience store will be located. The resulting lot is approximately 2.5 acres. A small portion of the property along State Street will be dedicated to UDOT for future widening of the road. The plat also illustrates a shared access/cross access easement along the western portion of Lot 1 for future combined use with the property to the west as it redevelops. The subdivision is bounded by State Street on the north, North County Boulevard on the east and 390 South along the south. A ten foot public utility easement is proposed for vacation with this plat.

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 combination of three lots of record and one pre-existing lot into one new lot does not necessitate a separate preliminary plan. Any items normally reviewed during a preliminary plan stage have been reviewed with this one-lot final plat.

- 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 any concerns 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 shall be satisfied prior to final plat recordation.

FINDINGS OF FACT AND CONDITIONS:

After reviewing the final plat of Maverik American Fork Subdivision, the following findings of fact and condition of approval are offered for consideration:

1. The final plat is consistent with the Land Use Plan.
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. Water rights conveyance, if required, shall be satisfied prior to final plat recordation.

POTENTIAL MOTION:

Mr. Chairman, I move that we recommend approval of final plat of Maverik American Fork Subdivision, with the findings and condition as listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

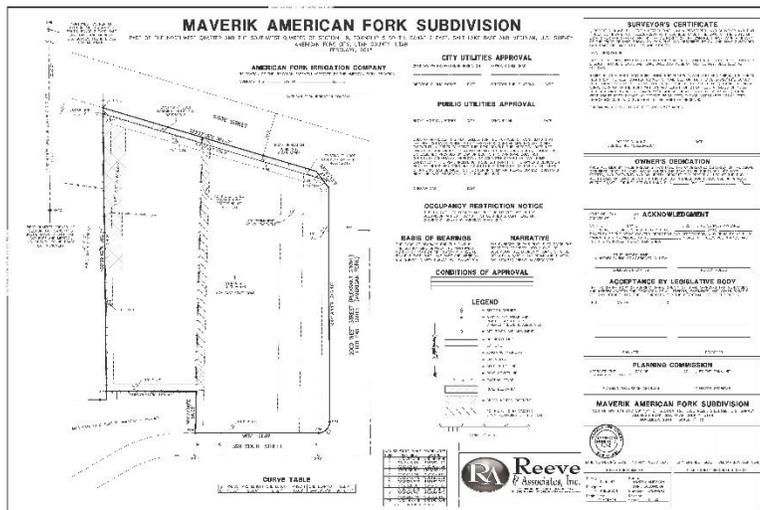
AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 3/4/2015

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

1. Project Name: Maverik Service Station
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 checked="" type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	
3. Project Address: 1078 East State Street
4. Developer / Applicant's Name: Maverik/Reese & Associates
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 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.
6. **Applicant is requesting that the Planning Commission waive the following requirement:**
 - A. NA
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. Final Plat:

- The "Cross Access Easement" on the West side of the Subdivision must be dimensioned or refer to a previously recorded document by document number.
- The note which states "10' P.U.E. to be vacated upon recording of this Plat" must be removed. Utah State Law requires a Specific Public Process to vacate a Public Utility Easement. This includes public noticing and a public hearing.
- UDOT Access Permit must be obtained.

- A Permit or Permission must be obtained from UDOT to drain the site Storm Water into the Storm Drain in North Utah County Boulevard. Available rate of discharge is 0.1 cfs per acre.
- Correct the proposed Pressurized Irrigation Connection. It must be supplied from the existing Pressurized Irrigation Pipe and not from an Irrigation Ditch.
- The fueling island drainage must be self-contained. Any fuel spillage must be contained to the island area only.

MOTION: Eric Franson - To recommend approval of the commercial site plan for Maverik located at 1078 East State Road in the GC-2 (Planned Commercial) zone, with the finding and conditions as outlined in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

Findings:

- **The proposed site plan meets the criteria as found in Section 17.7.60 (Planned Commercial Projects) of the Development Code.**

Conditions:

- **The southern portion of the site shall be maintained in weed-free manner.**
- **Documentation of the existing home shall occur per the requirements of the City's Historic Preservation Ordinance if the home is over 50 yrs. old.**
- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Christine Anderson.

Yes - Christine Anderson
Harold Dudley
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

10. **Review and action on the final plat for the Maverik American Fork Subdivision, located at 1078 East State Road in the GC-2 General Commercial zone (9:57 p.m.)**

MOTION: Eric Franson – To recommend approval of final plat of Maverik American Fork Subdivision, with the findings and condition as listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

Findings:

- **The final plat is consistent with the Land Use Plan.**
- **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.**

Conditions:

- **Water rights conveyance, if required, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 3/4/2015 Engineering Division Staff Report**

for the City Land Use Authority shall be addressed on all final project documents.

Seconded by Rebecca Staten.

Yes - Christine Anderson
Harold Dudley
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

11. Other Business (10:00 p.m.)

Rear Setback Discussion

The proposal is to allow greater rear setback encroachment on corner lots where the rear setback abuts a side setback. There are two options in the packet but staff presented a third option that is better. This gives three options for corner lots. The Commission was in favor of moving forward.

12. Site Plan Committee Report (10:06 p.m.)

There were no submittals for Technical Review this week. This may be because the first meeting in April was cancelled so the only meeting in April will be busy.

13. Review and action on the minutes of the February 18, 2015 Planning Commission Regular Session (10:07 p.m.)

MOTION: Rebecca Staten – To approve the minutes. Seconded by Christine Anderson.

Yes - Christine Anderson
Harold Dudley
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden
Abstain- Eric Franson

Motion passes.

14. Adjournment

This meeting was adjourned at 10:10 p.m. on a motion by Rebecca Staten, seconded by Christine Anderson, and unanimously approved.



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

Department Planning

Director Approval *Adrian Oh*

AGENDA ITEM Ordinance approving a commercial site plan for a Maverik Service Station located at 1078 East State Road in the GC-2 General Commercial zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the commercial site plan for a Maverik Service Station with conditions as stated in the attached minutes of the March 4, 2015 planning commission meeting.

BACKGROUND The applicant proposes a Maverik Service Station with the southern portion of the site being reserved for future development. For further analysis please refer to the attached site plan, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving a commercial site plan for a Maverik Service Station located at 1078 East State Road in the GC-2 General Commercial zone with instructions to the city recorder to withhold publication of the ordinance subject to:

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

SUPPORTING DOCUMENTS

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

ORDINANCE NO.

AN ORDINANCE APPROVING A COMMERCIAL SITE PLAN FOR A MAVERIK STORE LOCATED AT 1078 EAST STATE ROAD, AMERICAN FORK, UTAH

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The Commercial Site Plan for Maverik Store located at 1078 East State Road, American Fork, Utah, as set forth in Attachment A, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone _____.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

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

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

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder

Project Narrative/Notes/Revisions

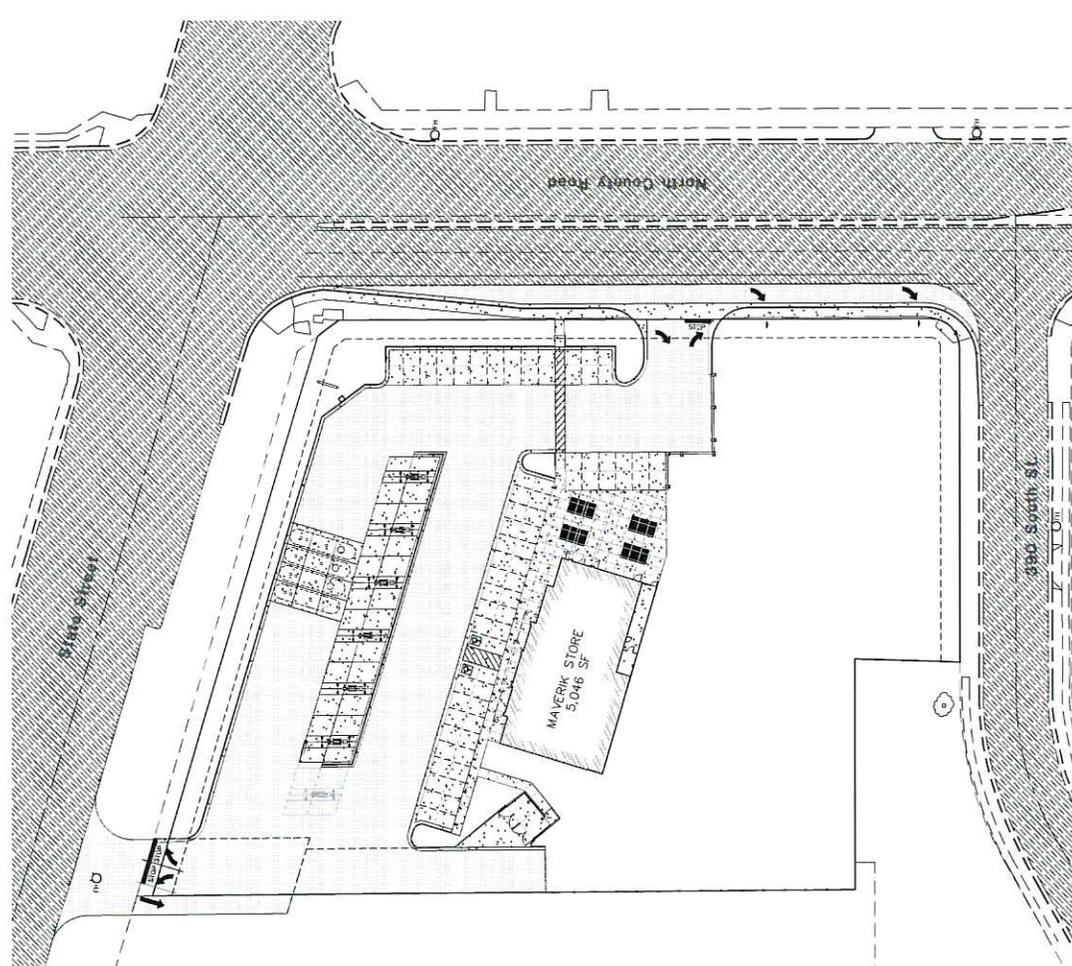
- 1) 11/21/14 RH - COMPLETED DESIGN FOR FIRST SUBMITTAL TO MAVERIK, INC.
- 2) 12/15/14 RH - COMPLETED DESIGN FOR SECOND SUBMITTAL TO MAVERIK, INC.
- 3) 2/17/15 TH - UPDATED PLANS PER CITY COMMENTS.
- 4) 3/6/15 TH - UPDATED PLANS PER CITY COMMENTS.

MAVERIK, INC.

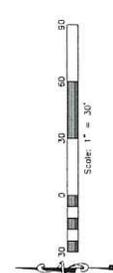
State Street & North County Road

Site Plans

AMERICAN FORK CITY, UTAH COUNTY, UTAH
NOVEMBER 2014



- Sheet Index**
- Sheet C1 - Cover/Index Sheet
 - Sheet C2 - Notes/Legend Sheet
 - Sheet C3 - Existing Site Plan
 - Sheet C4 - Proposed Main Structure
 - Sheet C5 - Promotional Signage Site Plan
 - Sheet C6 - Grading Plan
 - Sheet C7 - Utility Plan
 - Sheet C8 - North County Road Striping Plan
 - Sheet C9 - Storm Water Pollution Prevention Plan
 - Sheet C10 - Civil Details
 - Sheet C11 - Civil Details
 - Sheet C12 - Civil Details
 - Sheet C13 - Storm Water Pollution Prevention Plan Details
 - Sheet C14 - Storm Water Pollution Prevention Plan Details
 - Sheet C15 - Storm Water Pollution Prevention Plan Details
 - Sheet L1 - Landscape Plan
 - Sheet L2 - Irrigation Plan



Site Information

PARKING SPACES	109,878 S.F.
TOTAL AREA	5,046 S.F.
BUILDING AREA	5,046 S.F.
LANDSCAPE AREA	55,024 S.F.
LANDSCAPE AREA	55,024 S.F.

CONSTRUCTION TYPE: M-B
TOTAL HEIGHT: 28'-7"
BUILDING HEIGHT: 28'-7"

Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THIS INFORMATION. ANY NECESSARY ADJUSTMENTS TO THESE PLANS SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR CONTACTING THE UTILITY COMPANIES AND TAKING THE NECESSARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND DIRECTED BY THE CITY ENGINEER ON THESE PLANS.

Contact:
Blue States Location Center
Jim Child - Maverik, Inc.
880 West Center Street
American Fork, UT 84403
PH: (801) 936-5537

Call: Toll Free
1-800-662-4111
Two Working Days Before You Dig



CONSULTANTS

Reeve & Associates, Inc.
REGULATORY ENGINEER STATE OF UTAH
COUNCIL LICENSE NO. 14
COUNCIL LICENSE NO. 14
TEL: (801) 221-3100
WWW.REVEE-ASSOCIATES.COM
WWW.REVEE-ASSOCIATES.COM
LAWYER: JAMES C. HARRIS
LAWYER: JAMES C. HARRIS
PROJECT NUMBER: 14000000000000000000

NOTE

All documents shall be read in conjunction with the contract documents. The contractor shall be responsible for obtaining all necessary permits and for contacting the utility companies and taking the necessary measures to protect any utility lines shown, and any other lines obtained by the contractor's research, and directed by the city engineer on these plans.

ADVENTURE'S FIRST STOP

MAVERIK

STORE #???

MAVERIK, Inc.
SWC of State Street & N. County Blvd.
American Fork, UT 84403

#	DATE	REVISIONS	CITY COMMENTS
1	3/6/15		

ISSUE: SEPTEMBER 2, 2014
PROJECT NO: 14000000000000000000
DRAWN BY: RHH
CHECKED BY: JNR
SHEET TITLE: COVER/INDEX SHEET

C1

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CONSULTANTS
Reeve & Associates, Inc.
 175 CHAMBER STREET, SUITE 114
 OGDEN, UTAH 84403
 TEL: (801) 225-3100
 FAX: (801) 225-3100
 WWW.REVEE-ASSOCIATES.COM
 NATE REEVE, P.E.
 LICENSE NUMBER: 26810
 PROJECT NUMBER: 5799-253

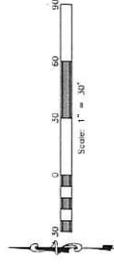
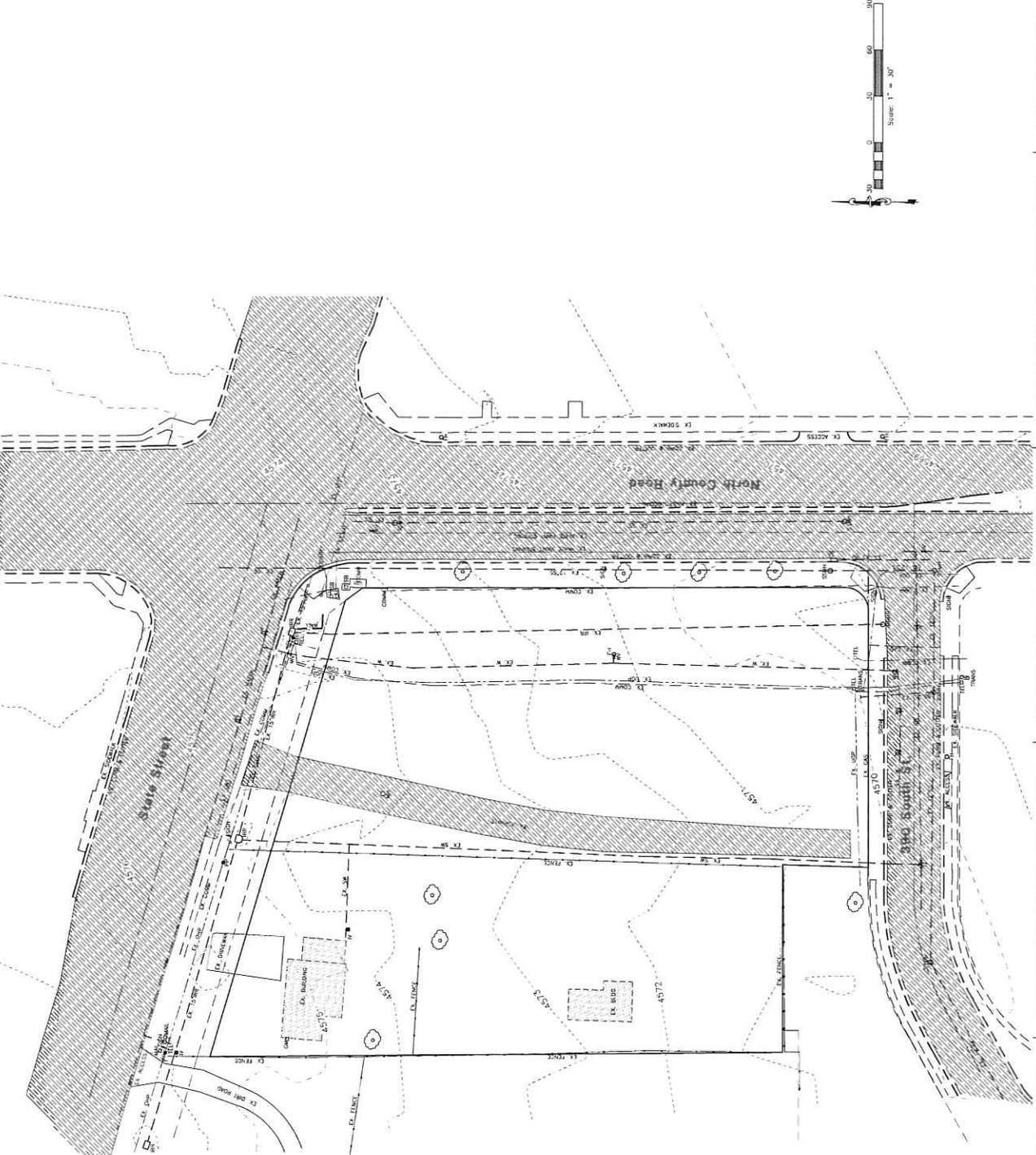
NOTE
 1. All dimensions shall not be regarded as fixed in place, and to allow for construction. All dimensions are approximate and subject to change. The contractor shall be responsible for all errors or omissions resulting from any misinterpretation of the drawings or any field notes.
 2. Existing structures or areas shown in the drawings are shown as they exist. The contractor shall be responsible for all errors or omissions resulting from any misinterpretation of the drawings or any field notes.
 3. The contractor shall be responsible for all errors or omissions resulting from any misinterpretation of the drawings or any field notes.
 4. The contractor shall be responsible for all errors or omissions resulting from any misinterpretation of the drawings or any field notes.

ADVENTURE'S FIRST STOP
MAVERIK
 STORE #???
 MAVERIK, Inc.
 SWC of State Street &
 N. County Blvd.
 American Fork, UT 84003

#	DATE	DESC.
1	9/25/13	CITY COMMENTS

ISSUE	DATE	BY
PROJECT NO.	5799-253	MH/RSJ
DRAWN BY	RWH	
CHECKED BY	JMR	

Existing Site Plan





dixon
 CONSULTANTS
 1000 S. 1000 E.
 SUITE 200
 OGDEN, UT 84403
 PHONE: 435-799-6447
 FAX: 435-799-6448
 WWW.DIXON-UT.COM



CONSULTANTS



Reeve & Associates, Inc.
 100 CHAMBERLAIN DRIVE, SUITE 114
 OGDEN, UTAH 84403
 435-799-6447
 435-799-6448
 WWW.REEVE-ASSOCIATES.COM
 LICENSED PROFESSIONAL ENGINEER
 LICENSE NO. 11616
 SPECIALTIES: HIGHWAY, TRANSPORTATION

PROJECT NUMBER: 579930

NOTE

1. All dimensions shall be as indicated on a field or office drawing. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated.

2. All dimensions shall be as indicated on a field or office drawing. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated.

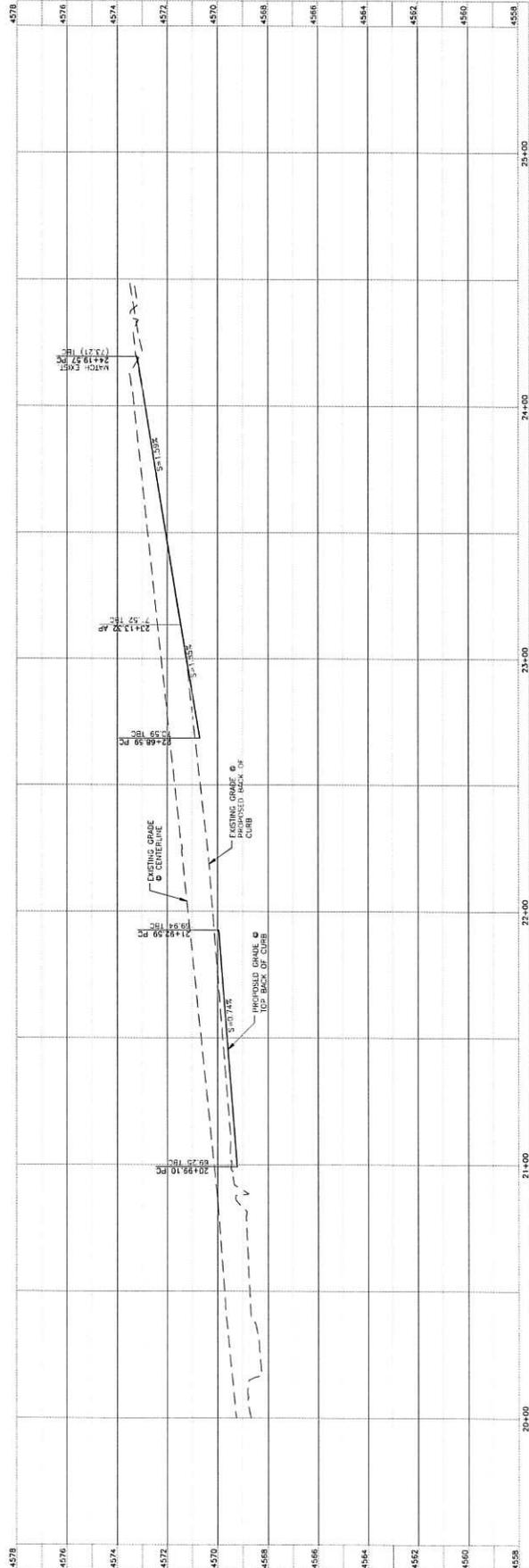
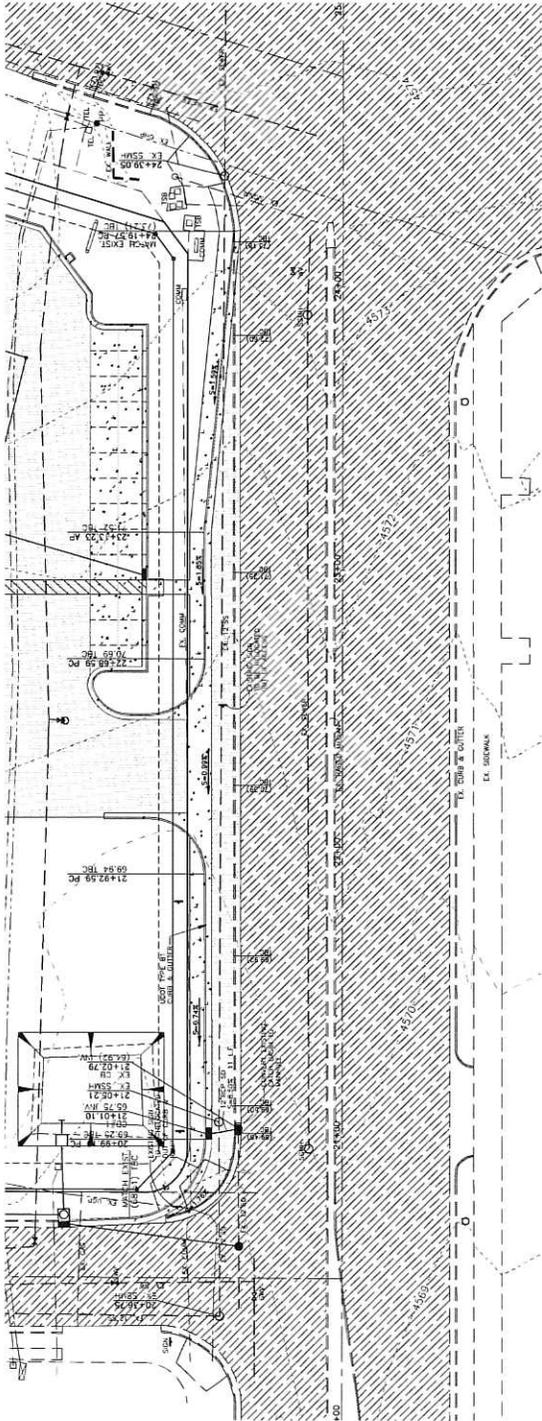
3. All dimensions shall be as indicated on a field or office drawing. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated.

4. All dimensions shall be as indicated on a field or office drawing. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated. Dimensions shall be taken from the centerline of the road unless otherwise indicated.

NO.	DATE	ISSUE	CITY COMMENTS
1	3-4-15		

ISSUE: SEPTEMBER 2, 2014
 PROJECT NO: M14663
 DRAWN BY: RWH
 CHECKED BY: JWR
 SHEET TITLE: North County Road

C8
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1533 South 201 West
Salt Lake City, UT 84111
www.dixoninc.com



CONSULTANTS

Reeve & Associates, Inc.
1750 SOUTH MAIN STREET, SUITE 114
CORNELL, UTAH 84403
TEL: (801) 424-3700
WWW.REEVE-ASSOCIATES.COM

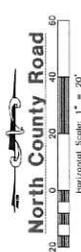
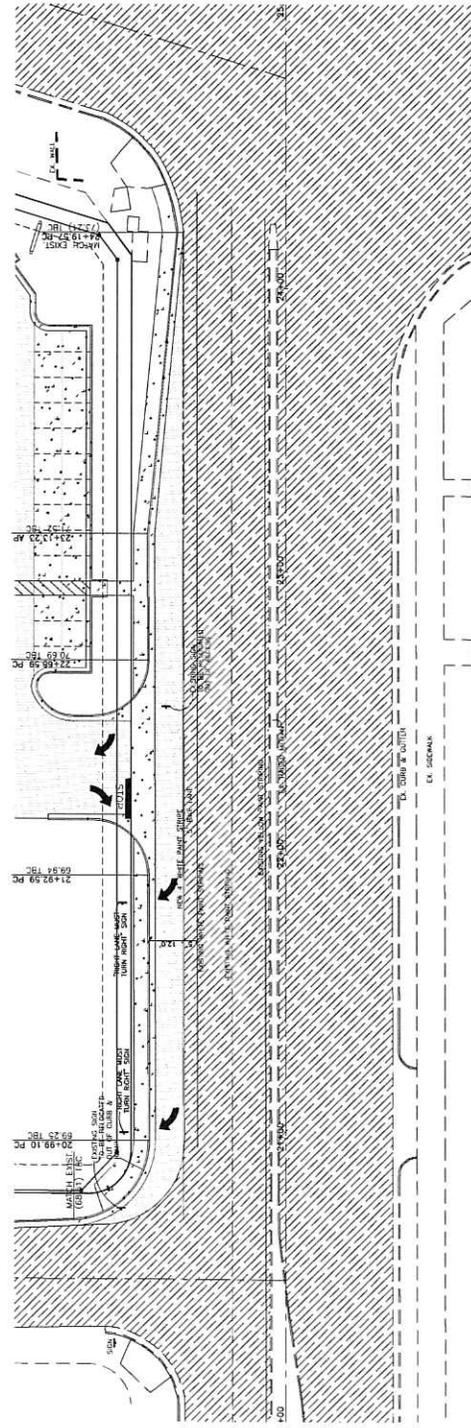
LEAD ENGINEER: CARL BOGGS
PROJECT MANAGER: MARGARET WATSON
PROJECT NUMBER: 3799-03

NOTE
The drawings, specifications, and schedule of values are subject to change without notice. It is the responsibility of the contractor to verify all dimensions, materials, and quantities shown on these drawings. The contractor shall be responsible for any errors or omissions resulting from any field measurements or other information not shown on these drawings.

Contractor shall provide all areas listed in the schedule of values. The contractor shall be responsible for any errors or omissions resulting from any field measurements or other information not shown on these drawings. The contractor shall be responsible for any errors or omissions resulting from any field measurements or other information not shown on these drawings.

MAVERIK
ADVENTURES FIRST STOP

STORE #???
MAVERIK, Inc.
SWC of State Street &
N. County Blvd.
American Fork, UT 84003



#	DATE	DESC.
1	3-4-15	CITY COMMENTS

ISSUE: SEPTEMBER 2, 2015
PROJECT NO: 3799-03
DRAWN BY: MHW
CHECKED BY: JWR
SHEET TITLE

**North County Road
Road
Striping Plan**

C9
© 2013 DIXON + ASSOCIATES

AGENDA TOPIC: Hearing, review and action on a commercial site plan for a Maverik service station located at 1078 East State Road in the GC-2 (Planned Commercial) zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION					
Location:		1078 East State Road			
Applicants:		Maverik/Reeve & Assoc.			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Residential			
	East	Commercial			
	West	Residential			
Existing Zoning:		GC-2 (Planned Commercial)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	PO-1 (Professional Office)			
	East	Pleasant Grove Zoning			
	West	GC-2 (Planned Commercial)			
Growth Plan Designation:		Design Commercial			
Zoning within density range?		x	Yes		No

Background

Maverik proposes to locate at the southwest corner of the intersection of State Street and North County Boulevard (1100 East). The structure will consist of 5,046 square feet. A covered canopy with gas pumps will be present adjacent to State Street. Two points of access are proposed: one along State Street and one along North County Boulevard. Both access points require either UDOT or Utah County access permits. North County Boulevard is slated to be a UDOT road, but is currently governed by Utah County.

The southern half of the lot on which Maverik is proposed will be left undeveloped for now. It is anticipated that another commercial use will occupy this portion; however, in the meantime, Maverik will keep the area weed free and attractive, as noted on Sheet

C5 of the site plan packet. This area will also contain a detention basin to serve the site.

Renderings of the proposed structure are included in the submittal materials. Landscape plans are also included.

Demolition of an existing home will occur prior to construction. If the home is over 50 years old, documentation of the structure must occur as outlined in the City's Historic Preservation Ordinance. This is typically administered through the City's Building Division when a demolition permit is sought.

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/CONDITIONS OF APPROVAL

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

1. The proposed site plan meets the criteria as found in Section 17.7.60 (Planned Commercial Projects) of the Development Code.
2. The southern portion of the site shall be maintained in weed-free manner.
3. Documentation of the existing home shall occur per the requirements of the City's Historic Preservation Ordinance if the home is over 50 yrs. old.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of the commercial site plan for Maverik located at 1078 East State Road in the GC-2 (Planned Commercial) zone, with the finding and conditions as outlined in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

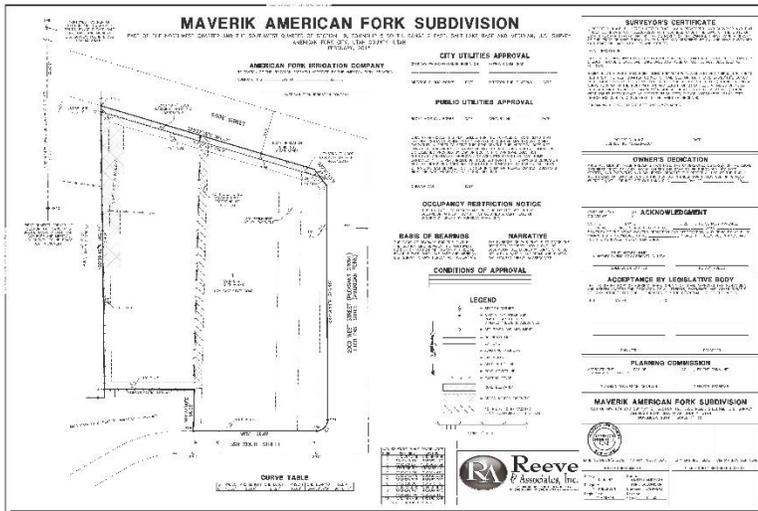
AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 3/4/2015

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

1. Project Name: Maverik Service Station
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 checked="" type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	
3. Project Address: 1078 East State Street
4. Developer / Applicant's Name: Maverik/Reese & Associates
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 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.
6. **Applicant is requesting that the Planning Commission waive the following requirement:**
 - A. NA
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. Final Plat:

- The "Cross Access Easement" on the West side of the Subdivision must be dimensioned or refer to a previously recorded document by document number.
- The note which states "10' P.U.E. to be vacated upon recording of this Plat" must be removed. Utah State Law requires a Specific Public Process to vacate a Public Utility Easement. This includes public noticing and a public hearing.
- UDOT Access Permit must be obtained.

- A Permit or Permission must be obtained from UDOT to drain the site Storm Water into the Storm Drain in North Utah County Boulevard. Available rate of discharge is 0.1 cfs per acre.
- Correct the proposed Pressurized Irrigation Connection. It must be supplied from the existing Pressurized Irrigation Pipe and not from an Irrigation Ditch.
- The fueling island drainage must be self-contained. Any fuel spillage must be contained to the island area only.

Yes - Christine Anderson
Harold Dudley
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden
No - Eric Franson

Motion passes.

9. Hearing, review and action on a commercial site plan for a Maverik Service Station located at 1078 East State Road in the GC-2 General Commercial zone (9:41 p.m.)

Staff Presentation:

Adam Olsen reported there are two access points proposed on the northwest and east sides. Both roads are controlled by UDOT so permits are in the hands of UDOT. The developer was asked to move the northwest access as far west as possible. The southern half of the lot will be undeveloped at this time and used by another entity. The old home will be demolished.

Howard Denney stated the final plat requires a cross access easement on the west side that must be dimensioned or refer to a previously recorded document by document number. The note stating a 10-foot PUE to be vacated upon recording must be removed. There is a specific public process to be followed by State law. A UDOT access permit needs to be obtained. There is a waiver process through UDOT that needs to be followed. There must be permission or a permit from UDOT for storm water to be discharged into UDOT's drainage system. The proposed pressurized irrigation system actually shows tapping into an irrigation ditch so this needs to be changed. The fueling island must be self-contained for drainage. The irrigation line will be moved according to the American Fork Irrigation Company.

Applicant Presentation:

Tod Myers stated there are two accesses on UDOT streets, which have been accepted by UDOT. They have dedicated enough area for a travel lane on Utah County Boulevard to extend to the residential area. A right-in right-out was approved previously for a 7-11 a few years ago. UDOT will allow a full access if they combine the two parcels. The neighbor signed an access agreement that will put 20 feet on the Maverik side and ten feet on the neighboring side. The lane extends to the dumpster. They built a store in Pleasant Grove two years ago, but architectural plans have been revised. This new building design includes an additional 200 square feet with new architectural features. There is an additional customer door on the east side. There are covered picnic tables planned with this new design and additional small tables and bar seating inside. There is a grill inside. The gas dispensers are 40.5 feet to building and 40.5 feet to landscaping.

PUBLIC HEARING

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

MOTION: Eric Franson - To recommend approval of the commercial site plan for Maverik located at 1078 East State Road in the GC-2 (Planned Commercial) zone, with the finding and conditions as outlined in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

Findings:

- **The proposed site plan meets the criteria as found in Section 17.7.60 (Planned Commercial Projects) of the Development Code.**

Conditions:

- **The southern portion of the site shall be maintained in weed-free manner.**
- **Documentation of the existing home shall occur per the requirements of the City's Historic Preservation Ordinance if the home is over 50 yrs. old.**
- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 3/4/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Christine Anderson.

Yes -

Christine Anderson
Harold Dudley
Eric Franson
Leonard Hight
Nathan Schellenberg
Rebecca Staten
John Woffinden

Motion passes.

10. Review and action on the final plat for the Maverik American Fork Subdivision, located at 1078 East State Road in the GC-2 General Commercial zone (9:57 p.m.)

MOTION: Eric Franson – To recommend approval of final plat of Maverik American Fork Subdivision, with the findings and condition as listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

Findings:

- **The final plat is consistent with the Land Use Plan.**
- **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.**

Conditions:

- **Water rights conveyance, if required, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 3/4/2015 Engineering Division Staff Report**



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

Department Economic Development

Director Approval *Audra J. Sorensen*

AGENDA ITEM Enact a Mobile Food Business Ordinance

SUMMARY RECOMMENDATION Approval of the Ordinance

BACKGROUND The City has no Mobile Food Business Ordinance. This makes licensing confusing, and it discourages food trucks, et al., from participating in the community. It is our opinion that food trucks create economic vitality and fosters community participation. The adoption of the ordinance will, therefore, help manage these businesses in a proactive way.

BUDGET IMPACT Adoption of the Mobile Food Business Ordinance will enact a new licensing fee. Rather than issuing temporary permits (or regular business licenses for those companies whose commissary are housed within the American Fork City limits), mobile food businesses will be charged a mobile food business permit fee of \$200 per year per EIN number.

SUGGESTED MOTION I move to approve the Mobile Food Business Ordinance and associated business licensing fees.

SUPPORTING DOCUMENTS Ordinance, including all attachments

ORDINANCE NO. 2015-____ - _____

REGULATIONS FOR MOBILE FOOD BUSINESS. AN ORDINANCE CREATING A NEW CHAPTER OF TITLE 5 OF THE AMERICAN FORK MUNICIPAL CODE REGULATING MOBILE FOOD BUSINESSES IN AMERICAN FORK, UTAH.

PREAMBLE:

WHEREAS, Utah municipalities are authorized to regulate the use of public streets, sidewalks and right-of-ways for public health, safety, welfare and convenience; and

WHEREAS, current ordinances do not provide regulations for mobile food businesses; and

WHEREAS, mobile food businesses are a growing industry; and

WHEREAS, the American Fork City Council finds it in the interest of public health, safety, welfare and convenience to authorize the operation of mobile food businesses within the city of American Fork, Utah, subject to the regulations to protect the safe and convenient use of public-rights-of-way.

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

5.__.010 PURPOSE AND INTENT:

Mobile food businesses within public streets pose special challenges to the public health, safety and welfare of American Fork residents. It is the purpose and intent of the Council, in enacting this Chapter, to provide clear and concise regulations to prevent hazards to safety, traffic or health, as well as to preserve the peace, safety and welfare of the community.

5.__.020 DEFINITIONS.

- A. *Food Truck* means a motor vehicle from which a mobile food business serves food or beverages for sale to the public. The term “food truck” shall not include vending carts, mobile food trailers or mobile ice cream vendors.
- B. *Mobile food business* means a business that serves food or beverage from a food truck. The term “mobile food business” shall not include vending carts or mobile ice cream vendors.
- C. *Operator* means and includes every person, firm or corporation who owns, leases, contracts or in any other way permits a person to operate upon the city streets any mobile food business for the purpose of vending, as defined in subsections B and E of this section.

- D. *Person* means a natural person.
- E. *Vend or vending* means offering food or beverage for sale from a motor vehicle on the city streets.

5.__.030 LICENSE—REQUIRED.

It is unlawful for any person to operate a mobile food business on the city streets without first obtaining a mobile food business license, as provided in 5. ____.040 of this chapter. This license is in addition to any business license required for the business under the provisions of Chapter 5. ____.040 of this title.

5.__.040 LICENSE—APPLICATION.

- A. Application for a mobile food business license shall include the following:
 - i. The date of application;
 - ii. The name, mailing address, and telephone number of the person or persons, firm or corporation desiring the license (who shall be known by, and obligated to the city, as the licensee or licensees, or "responsible owners," of the business); and the physical address, mailing address, and telephone number of the principal place of business or residence if not permanent place of business exists;
 - iii. The kind of license desired, stating the business, calling, trade or professions to be performed, practiced or carried on;
 - iv. Proof of such applicant's compliance or qualifications under the applicable state regulatory laws and local ordinances;
 - v. The period of time for which the license may be issued;
 - vi. The number of vehicles to be used in the business, a description of each vehicle, its license plate number, vehicle identification number (VIN) and proof of insurance coverage, and safety inspection.
 - vii. Any other matter or thing which may be required and necessary for the purpose of enabling the city to fix the amount of license fee.
- B. The annual fee for such license shall be the standard business license fee as adopted and set forth by the city council.
- C. If applicable, an applicant shall also provide a certified copy of the applicant's articles of incorporation, articles of organization, or similar document if the applicant is a corporation, limited liability company, or similar entity required to file such documents with the State of Utah or any other state for formation of the entity or before the state will treat the entity as separate from its owners.
- D. An application shall not be approved and no license shall be issued or renewed to an applicant if a criminal background check, administrative records search or application materials uncover information showing either the applicant or the driver have a record for any of the following:

- i. a conviction within the past ten years of driving under the influence of drugs or alcohol; alcohol or drug related reckless driving, impaired driving, driving with any measurable amount of a controlled substance or metabolite of a controlled substance in the body, automobile homicide;
 - ii. any criminal conviction within the past ten years for an offense involving violence, theft, possession or use of a deadly weapon, possession of controlled substances with the intent to distribute to another person or any conviction for a crime of moral turpitude; or
 - iii. misrepresentation of material facts in an application for a business license.
- E. The applicant, driver, and any other person working in the Food Truck shall be responsible for obtaining at their expense a criminal history for the last ninety (90) days from the Bureau Criminal Investigations (“BCI”).
- F. A valid copy of all necessary licenses or permits required by the State or the Utah County Health Department, including, but not limited to, proof of business name and business owner’s or registered agent’s name as registered with the Department of Commerce and proof of a valid sales tax certificate from the State of Utah.
- G. Each applicant for a license or renewal under this chapter shall submit, with the application, a certificate of insurance executed by an insurance company or association authorized to transact business in this State, showing that there is in full force and effect, for the full term of the license, general liability insurance either:
 - a. in an amount not less than two hundred thousand dollars (\$200,000) for personal injury to each person, five hundred thousand dollars (\$500,000) for each occurrence, and five hundred thousand dollars (\$500,000) for each occurrence involving property damage; or
 - b. a single limit policy of not less than five hundred thousand dollars (\$500,000) covering all claims per occurrence. Such policy or policies shall also include coverage of all motor vehicles used in connection with the applicant’s business.
- H. A current certificate of insurance shall be kept on file with the City Recorder at all times that the applicant is licensed by the City verifying such continuing coverage and naming the City as an additional insured. The certificate shall contain a statement that the City will be given written notification at least thirty (30) days prior to cancellation or material change in the coverage. Cancellation shall constitute grounds for suspension or revocation of the license issued hereunder unless another insurance policy complying herewith is provided and is in effect at the time of cancellation/termination.
- I. A signed statement that the licensee shall hold the City and its officers and employees harmless from any and all liability and shall indemnify the City and its officers and employees from any claims for damage to property or

injury to persons arising from any activity carried on under the terms of the license.

- J. Each applicant for a license or renewal under this Chapter shall submit, with the application, a valid fire inspection.

5.__.050 SEPARATE APPLICATIONS.

Separate business license applications shall be required for each mobile food business. A business license fee shall be required for each food truck business. A food truck business is one or multiple food trucks that are operating under the same Federal Employee Identification Number.

5.__.060 LOCATION RESTRICTIONS.

- A. Mobile food businesses are allowed to operate in the public right-of-way only within the GC-1, GC-2, CC-1, CC-2, SC-1, PO-1, PC, PI-1, PI-1(O), I-1, PF, S-1, SP, and M-1 zones in accordance with the provisions of this chapter. Mobile food businesses shall be allowed to vend on private property within all the aforementioned zones in American Fork, with prior consent from the private property owner.
- B. A person shall not vend within two blocks of any public school property in the city between the hours of seven (7) a.m. and four (4) p.m. on all days when school is in session.
- C. A person shall not vend in any congested area where his operations might impede, inconvenience or endanger the public. It shall be up to the judgment of the peace officer, exercising good faith, to determine whether such interference has taken place.
- D. Mobile food businesses shall not operate on public streets where the speed limit exceeds thirty-five miles per hour or locations that are otherwise deemed hazardous by the American Fork City Engineering Division, unless the roadway or location has been closed to vehicular traffic for a public event.
- E. Only two food trucks operating in the public right of way are allowed within the same block face at one time unless operating during a special event, as set forth in Section 5.__.120.

5.__.070 PARKING AND VENDING RESTRICTIONS.

- A. All business related to mobile food businesses shall be of a temporary nature, the duration of which shall not extend for more than twelve hours within a twenty-four hour period at any one location nor for more than three consecutive days within a seven day period on either public or private property.
- B. Mobile food businesses utilizing parking space within the public right-of-

way shall park lawfully unless given prior approval from a law enforcement officer. Food trucks must be parked so that neither the vehicle nor the customers interfere with public access to adjacent parking stalls or to driveways or entrances of existing buildings or uses.

- C. The mobile food business shall ensure that its use of the right-of-way, including the sidewalk, in no way interferes with or limits sidewalk users' free and unobstructed passage.
- D. All vehicles must be removed from the public right-of-way at the close of each business day.
- E. A person shall vend only when the food truck is lawfully stopped.
- F. A person shall not back the truck to make or attempt a sale.
- G. A person shall locate the vending window facing the sidewalk or on private property unless the roadway has been closed to vehicular traffic for a public event.
- H. A person may not vend to a person standing in the roadway unless the roadway has been closed to vehicular traffic for a public event.

5. __.080 NOISE RESTRICTIONS.

Businesses and persons operating under this Chapter shall comply with the City's Disturbing the Peace laws and regulations. If the Food Truck uses a generator, the sound from such generator must also comply with applicable Disturbing the Peace laws and regulations.

5. __.090 DESIGN AND OPERATION GUIDELINES.

Mobile food businesses shall comply with the following design and operation requirements:

- A. Food trucks shall be designed and operated in a manner so as to meet all applicable Utah County Health Department requirements relating to the handling and distribution of food.
- B. The food truck shall not have or operate as a drive-through.
- C. Food trucks shall be kept in good operating condition and well maintained.
- D. No mobile food business shall operate within a one hundred foot radius of any public entrance to a restaurant or city-authorized special event selling food, unless the business obtains the written consent of the proprietor of such restaurant or shop. Such consent shall not exempt the applicant from compliance with the other location and distance restrictions of this chapter.
- E. All grounds utilized by a mobile food business shall at all times be maintained in a clean and attractive condition. Trash and recycling containers shall be provided for use of the business patrons. If a mobile food business has operated on or adjacent to a public right-of-way, that vendor shall be responsible for cleaning up litter dropped or discarded onto the public right-of-way prior to leaving the location.

- F. Any canopy extensions must be integrated into the design of the food truck and must not project onto or over the public sidewalk or any other part of the public right-of-way in a way that impedes pedestrian passage or is lower than seven feet measured from the lowest portion of the canopy to the sidewalk or ground surface. Walled enclosures, whether hard or soft, are not authorized. Chairs and tables are not allowed in the parkway or public right-of-way.
- G. Any auxiliary power required for the operation of the mobile food business shall be self-contained. No use of power or water located on private property is allowed without written consent from the owner, or the owner's authorized designee.
- H. All garbage or other refuse generated from a mobile food business shall be disposed of properly. It is illegal to discharge or dispose of any substance, material, food, or waste into the storm drain system. Food trucks must dump their garbage into dumpsters which they have written permission to use or they must transport their garbage out of the City.
- I. Licensees/owners will ensure their food trucks are, at all times, in compliance with all other applicable laws or ordinances regulating motor vehicles.

5.__.100 SIGNS.

No signs shall be used to advertise the conduct of the mobile business at the premises other than those which are physically attached to the vehicle, except that a two foot by three foot menu board may be placed within twelve (12) feet of the food truck. Such signs must be placed in a manner that they do not interfere with other food trucks or activities.

5.__.110 COMPLIANCE.

- A. The license holder shall not be relieved of any responsibility for compliance with the provisions of this chapter, whether the holder pays salary, wages or any other form of compensation to drivers.
- B. All mobile food businesses are subject to American Fork City sales tax for goods sold within the boundaries of American Fork City. Vendors shall be required to keep accurate records of daily sales that occur within the American Fork City limits. American Fork City reserves the right to audit sales records. Failure to keep accurate records may result in revocation of the American Fork City business license.

5.__.120 SPECIAL EVENTS.

The restrictions of this chapter notwithstanding, nothing herein shall prohibit the city from authorizing mobile food businesses, other than those licensed under this

chapter, to conduct concurrent mobile food business operations within the public right-of-way, or such other areas as the city may deem appropriate, during special events (special event vendors). The special event vendors shall still be governed by this chapter, except as specifically provided otherwise by the special event permit or such other ordinance, policy, or executive order as may be applicable. However, as long as the public right-of-way remains open to the general public, such authorization of special event vendors shall not require removal of a permittee under this chapter from operating within an otherwise lawfully occupied location or a mutually acceptable adjacent alternative location during such special event, unless otherwise provided under city ordinances. If the city is closing a public right-of-way to general access, either partially or fully, in order to accommodate a special event, a mobile food business may not access that right-of-way unless specifically authorized by the city.

5.__.130 ENFORCEMENT AUTHORITY.

American Fork City law enforcement officers are authorized to require any person seen operating a mobile food business, and who is not known by such officer to be duly licensed, to produce his license and to enforce the provisions of this chapter against any person found to be violating the same.

5.__.140 VIOLATION—PENALTY.

Any person violating any of the provisions of this chapter shall be guilty of a Class B misdemeanor and, upon conviction thereof, shall forfeit his permit and be punishable by a fine not to exceed one thousand dollars, or by imprisonment not to exceed six months, or by both such fine and imprisonment.

5.__.150 EFFECTIVE DATE.

This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

Passed by the American Fork City Council this ____ day of _____, 2015.

MAYOR

JAMES H. HADFIELD
Mayor of American Fork

ATTEST:

RICHARD COLBORN
City Recorder



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

Department Public Works

Director Approval 

AGENDA ITEM Review and action on modifications to the Development and Construction Standards of the City of American Fork.

SUMMARY RECOMMENDATION Staff recommends approval of the proposed modifications to the Development and Construction Standards of American Fork.

BACKGROUND The culinary water and pressurized irrigation divisions of public works have experienced substantial conflict when water meters or pressurized irrigation service boxes have been placed by developers in locations that the ensuing home owners would like to occupy with driveways. They have experienced problems such as: vehicles knocking off the transponder in the meter lid, pressurized irrigation service boxes being not intended for vehicular traffic, a more expensive repair for both the City and/or home owner if water lines break, and the water lines under driveways being more susceptible to freezing. It has been determined that the best way to avoid this conflict is to require the laterals be placed at the center of the lot. This will allow a driveway to be placed on either side of the laterals without conflict.

BUDGET IMPACT N/A

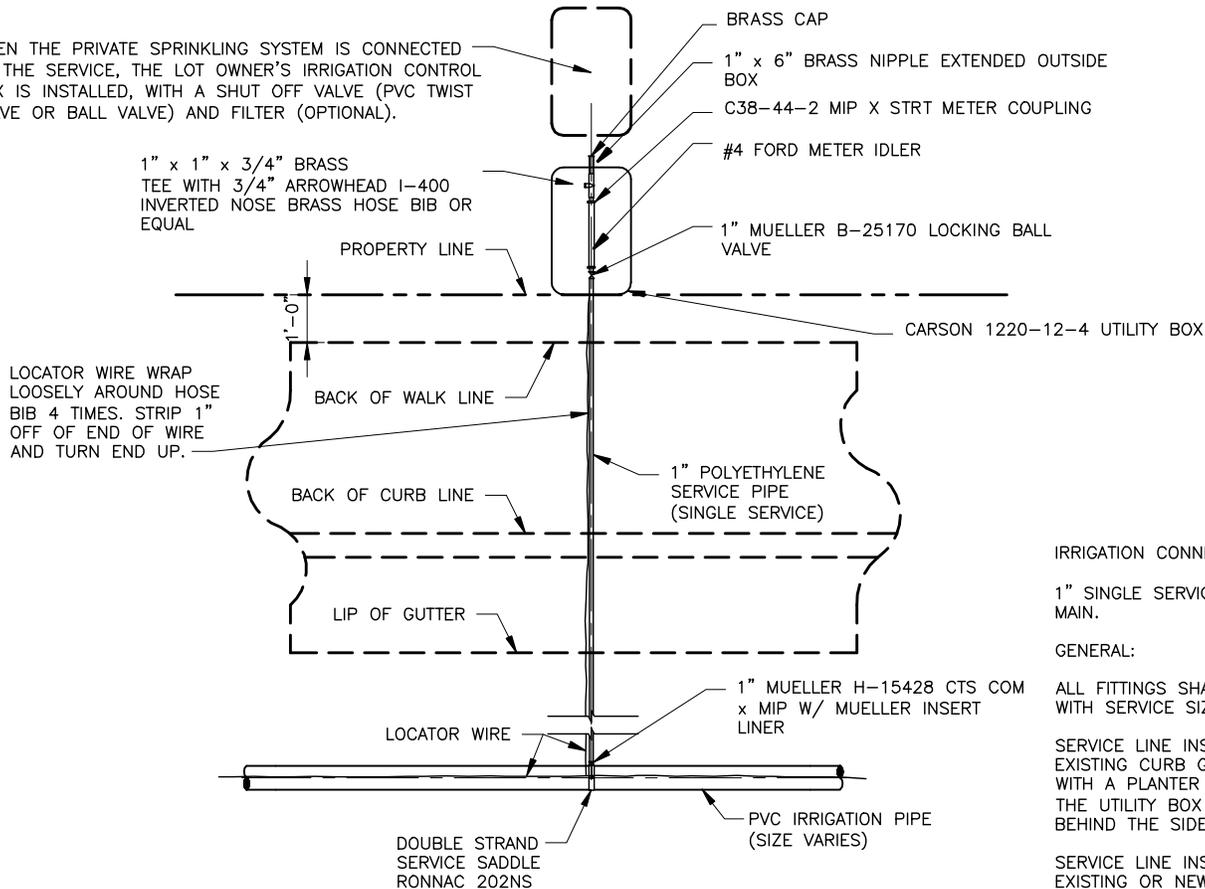
SUGGESTED MOTION Move to approve the ordinance modifying the Development and Construction Standards of American Fork.

SUPPORTING DOCUMENTS

1. Ordinance
2. Drawing No. 15-5A, Single/Double Service Connection for Secondary Water
3. Drawing No. 15.43, Utility Lateral Placement – Residential Parcels

SINGLE SERVICE

WHEN THE PRIVATE SPRINKLING SYSTEM IS CONNECTED TO THE SERVICE, THE LOT OWNER'S IRRIGATION CONTROL BOX IS INSTALLED, WITH A SHUT OFF VALVE (PVC TWIST VALVE OR BALL VALVE) AND FILTER (OPTIONAL).



IRRIGATION CONNECTION NOTES:

1" SINGLE SERVICE CONNECTION TO MAIN.

GENERAL:

ALL FITTINGS SHALL BE COMPATIBLE WITH SERVICE SIZE.

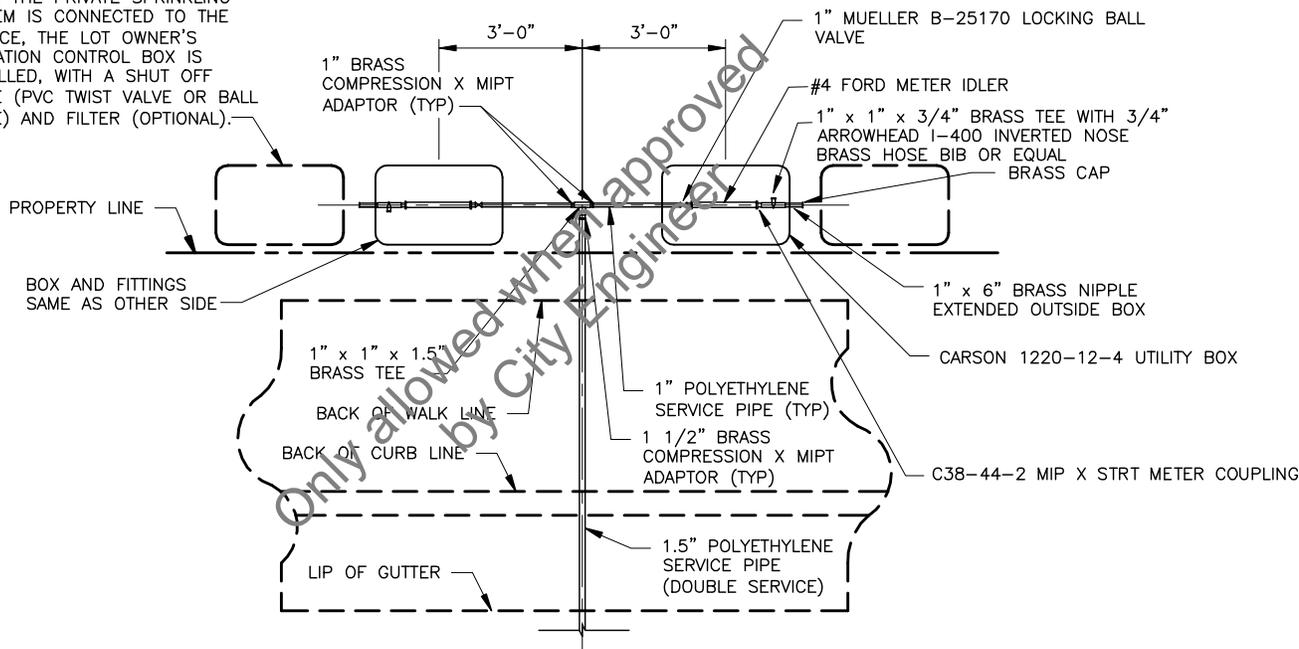
SERVICE LINE INSTALLATION AT AN EXISTING CURB GUTTER & SIDEWALK WITH A PLANTER STRIP SHALL HAVE THE UTILITY BOX LOCATED 1'-0" BEHIND THE SIDEWALK.

SERVICE LINE INSTALLATION AT EXISTING OR NEW MONOLITHIC CURB, GUTTER & SIDEWALK SHALL HAVE THE UTILITY BOX LOCATED 1'-0" BEHIND THE SIDEWALK.

SERVICE LINE INSTALLATION AT A LOCATION WITH NO CURB, GUTTER & SIDEWALK SHALL HAVE THE UTILITY BOX LOCATED 1'-0" BEHIND THE FUTURE SIDEWALK.

DOUBLE SERVICE

WHEN THE PRIVATE SPRINKLING SYSTEM IS CONNECTED TO THE SERVICE, THE LOT OWNER'S IRRIGATION CONTROL BOX IS INSTALLED, WITH A SHUT OFF VALVE (PVC TWIST VALVE OR BALL VALVE) AND FILTER (OPTIONAL).



Only allowed when approved by City Engineer

C:\Users\118 American Fork General\Irrigation Standards\2010 Update\AF STD 15.05A.dwg 11/18/10 11:05 skfeters

DRAWN:	
REVISED:	11/2010
DATE:	
SCALE:	

HORROCKS ENGINEERS
 ONE WEST MAIN
 P.O. BOX 377
 AMERICAN FORK
 (801) 763-5100

AMERICAN FORK CITY

STANDARD DETAIL FOR
SINGLE/DOUBLE SERVICE CONNECTION FOR SECONDARY WATER

DRAWING NO.
15.5A

ORDINANCE NO _____

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ENTITLED “DEVELOPMENT AND CONSTRUCTION STANDARDS OF AMERICAN FORK, UTAH”, WHICH ORDINANCE SETS FORTH THE MINIMUM STANDARDS FOR THE DESIGN, QUALITY OF MATERIALS AND CONSTRUCTION OF PUBLIC IMPROVEMENTS WITHIN THE CITY;

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

**PART I
TEXT OF ORDINANCE**

SECTION 1.

Section 15 of the Development and Construction standards of American Fork, Utah entitled Detailed Drawings, is hereby amended by amending drawing number 15.5A, Single/Double Service Connection for Secondary Water and by adding drawing number 15.43, Utility Lateral Placement – Residential Parcels as attached hereto.

**PART II
PENALTY AND ADOPTION**

SECTION 1. - Conflicting Provisions. Whenever any text adopted by this of this Ordinance conflict with the provisions of any text previously adopted by ordinance or resolution, the terms set forth in the text adopted by this Ordinance shall prevail.

SECTION 2. - Amendment to be Added to Development and Construction Standards. The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the Official copies of the Development and Construction standards in the office of the City Recorder.

SECTION 3. - Penalty. Hereafter these amendments shall be construed as part of the Development and Construction Standards Ordinance of American Fork City, Utah, to the same effect as if originally a part thereof, and all relevant provisions of said Ordinance shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions thereof.

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

James H. Hadfield, Mayor

ATTEST:

City Recorder