

AMERICAN FORK CITY COUNCIL
AUGUST 11, 2015
NOTICE OF REGULAR SESSION AND AGENDA

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, August 11, 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 Derek Rykert; 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.)

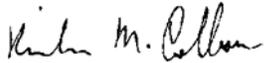
1. Approval of the July 28, 2015 City Council minutes.
2. Approval of the City bills for payment, manually prepared checks, and purchase requests over \$25,000. – *Cathy Jensen*
3. Approval of the purchase of real property for right-of-way associated with the 500 East 980 North Art Dye Park Access - Phase 2 Project. – *Dale Goodman*

ACTION ITEMS

1. Review and action on the July 14, 2015 City Council minutes. – *Councilman Bowen*
2. Review and action on the purchase of real property at 530 North 100 East consisting of 0.33 acres. – *Dale Goodman*
3. Review and action on an ordinance establishing the speed limit of 35 mph on 900 West from State Street to 1120 North. – *Dale Goodman*
4. Review and action on the approval and award of a contract for the AFC – Cave Camp Springs Rehabilitation project to Condie Construction, Inc. and authorize staff to enter into an agreement for the repair/reconstruction of the Civilian Conservation Corps (CCC) rock wall to lowest responsible bidder. – *Dale Goodman*
5. Review and action to grant an easement to Rocky Mountain Power (RMP) on property owned by the City which is a portion of the Fox Hollow Golf Course. – *Dale Goodman*
6. Review and action on the approval and award of a contract for the Main Street Vision Study Phase II contract with Project Engineering Consultants (PEC). – *Dale Goodman*
7. Review and action on the granting of a Class “A” Beer license for Maverik #516 at 1078 East State Road. – *John D. Hillam*
8. Review and action on an Ordinance approving a zone map amendment for Timp Rentals, from the SC-1 Planned Shopping Center zone to the GC-1 General Commercial zone, located at approximately 135 North West State Road. – *Timp Rentals/Bowler Development*

9. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
 - a. Review and action on the final plat of S&L Solutions LLC Subdivision, consisting of 2 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone. – *Caldwell Richards Sorensen*
 - b. Review and action on an Ordinance approving an amended commercial site plan for Watts Automotive, located at 716 South 500 East, in the GC-2 Planned Commercial zone. – *Watts Automotive*
10. Adjournment

Dated this 5 day of August 2015



Richard M. Colborn
City Recorder



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Public Works

Director Approval 

AGENDA ITEM (Common Consent Agenda) - Purchase of real property for right-of-way associated with the 500 East 980 North Art Dye Park Access - Phase 2 Project.

SUMMARY RECOMMENDATION The City Engineer recommends the approval to purchase real property within the above referenced project which is owned by the Ellison family. Total area to be purchased is 1,255 square feet.

BACKGROUND Council representatives and staff have been negotiating for several months regarding the purchase of said property and others in the vicinity. Purchase of this property will enable us to move forward with the improvements planned for the project.

BUDGET IMPACT \$5,145.50 for property purchase along 980 North.

SUGGESTED MOTION Move to approve the purchase of real property at approximately 370 East 980 North associated with the 500 East 980 North Art Dye Park Access – Phase 2 Project and authorize the Mayor to sign the Real Estate Purchase Agreement documents.

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

SUPPORTING DOCUMENTS

1. Purchase Agreement documents for Ellison family

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made on this 27 day of July, 2015 between the City of American Fork (hereinafter referred to as "Purchaser") and William Richard and Kristine P. Ellison (hereinafter referred to as "Seller").

RECITALS

WHEREAS, Purchaser offers to purchase a portion of Seller's property for the purpose of the North Art Dye Park Access; and

WHEREAS, Seller agrees to sell said parcel to Purchaser.

AGREEMENT

NOW THEREFORE, the parties hereto agree to the following terms and conditions:

1. Property Description.
 - a. The subject property is a one thousand two hundred and fifty-five square foot (1,255 sq. ft.) parcel of real estate owned by Seller located at approximately 370 East 980 North in the City of American Fork, Utah, County of Utah, State of Utah (hereinafter referred to as the "Property").
 - b. The legal description of the Property is one thousand two hundred and fifty-five square feet (1,255 sq. ft.) of Parcel No. 12:061:0227;
2. Purchase Price and Conditions of Payment.
 - a. Purchaser shall pay to Seller four dollars and ten cents per square foot (\$4.10/sq. ft.) for a total of five thousand one hundred and forty-five dollars and fifty cents (\$5,145.50), to be paid in its entirety in cash or certified funds at the time of closing the sale.
 - b. At the option of Purchaser, the transaction may be handled through a title and escrow company selected by Purchaser and at Purchaser's expense, in which event, at closing the title company will disburse funds to lien holders, mortgagees or others having an interest in the Property, with the remainder of the purchase price paid to Seller.
3. Real Estate Taxes, Assessments, and Adjustments.
 - a. Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through the date of closing. Purchaser shall pay all taxes assessed against the Property after the date of closing.
4. Possession of the Property.
 - a. Purchaser shall be given possession of the property on or before July 27, 2015.

5. Title to the Property and Grant of Easement.

- a. The Property shall be conveyed to Purchaser by way of Warranty Deed, free of all liens and encumbrances.

6. Improvements.

- a. The Property sale is for real property in an "as is" condition with no further representation of improvement.
- b. All fence improvements will be restored by the City's contractor. Fill slope will be seeded to stabilize as appropriate for the slope. Contractor will place temporary fence at const. limits if requested.

7. General Conditions.

- a. It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller.
- b. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller.
- c. This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.
- d. The undersigned represent and warrant that he/she/they have the authority to sign on behalf of Purchaser and Seller.

8. Special Conditions.

- a. Seller understands and agrees that Purchaser will not accept delivery of the Warranty Deed and will not take ownership of the Property, unless and until Purchaser is satisfied with the status of title to the Property and the physical and environmental condition of the Property.
- b. Seller understands that this Agreement is not complete until the purchase is approved by the City Council of American Fork City and signed by the Mayor of American Fork City.

9. Grant of Right of Way; Permit to Enter; Indemnity.

- a. Upon execution of this agreement, Seller agrees to allow Purchaser and/or its representatives to enter the Property in order to conduct any necessary testing, surveying, or other due diligence required for the North Art Dye Park Access project.
- b. Upon execution of this Agreement, Seller agrees to allow Purchaser and/or its representatives, contractors, permittees, and assigns the right to immediately occupy and commence construction or other necessary activity on the Property for the purpose of completing the North Art Dye Park Access project.
- c. Seller agrees not to enter into any contract or agreement that will alter or hinder the Purchaser's full use of the Property both prior to and after closing.

- d. Purchaser agrees to indemnify and hold harmless Seller for any harm, injury, or damage that occurs to person or property as a result of Purchaser's occupancy, possession, or use of the Property prior to the Property being transferred to Purchaser. Additionally, Purchaser agrees to indemnify and hold harmless Seller for any harm, injury, or damage that occurs to person or property as a result of Purchaser's use of the Temporary Construction Easement referenced above.

The foregoing Real Estate Purchase Agreement is hereby accepted in accordance with the terms and conditions specified above.

Dated this 27 day of July, 2015.

Purchaser:

AMERICAN FORK CITY

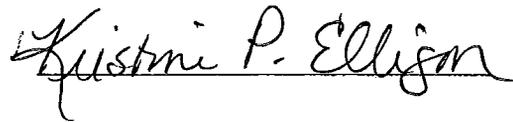
JAMES H. HADFIELD
Mayor, American Fork City

Seller(s):

WILLIAM RICHARD ELLISON



KRISTINE P. ELLISON



ATTEST:

RICHARD COLBORN
City Recorder

**WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003**

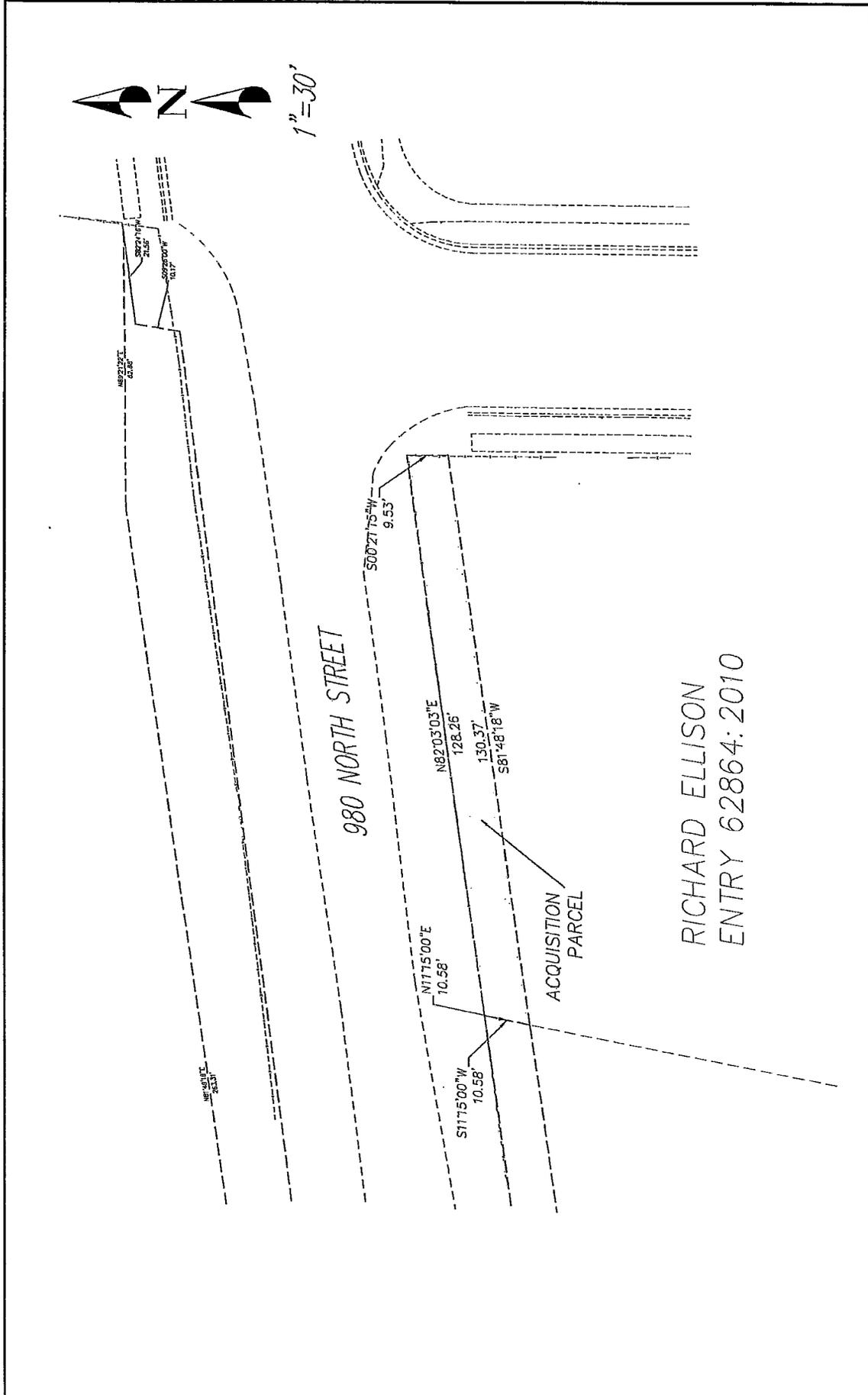
Warranty Deed Utah County

Affecting Tax ID No. 12:061:0227
Project: American Fork 500 E & 980 N Art Dye Park Access

Ellison, William Richard & Kristine P Grantors, of , County of Utah State of Utah, hereby
CONVEY AND WARRANT to AMERICAN FORK CITY, at 51 East Main Street, American
Fork, Utah 84003, Grantee, for the sum of Ten Dollars, and other good and valuable
considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

Beginning at a point on the north boundary of the grantors parcel, which is South 00°01'28"
East, along the section line 882.62 feet and North 89°58'32" East, 872.81 feet from the West
Quarter Corner of Section 12, Township 5 South, Range 1 East, Salt Lake Base and Meridian;
and running thence North 82°03'03" East, 128.26 feet; thence South 00°21'15" West, 9.53
feet; thence South 81°48'18" West, 130.37 feet; thence North 11°15'00" East, 10.58 feet to the
point of beginning.

Contains: 1,255 Sq. Ft. more or less



PEPG CONSULTING LLC
 2805 S. SANDY PARKWAY • SANDY, UT 84070
 PHONE: (801) 562-2521 • FAX: (801) 562-2551

ELLISON

ROW AND EASEMENT

10-42.1420 ELLISON.DWG 03/04/2015
 PROJECT NUMBER FILE NAME DATE

FORSGREN
Associates Inc.

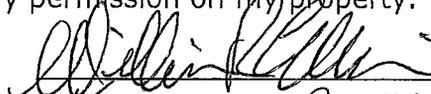
370 EAST 500 S SOUTH, STE 300, SALT LAKE CITY, UT 84111
 PH: 801.364.4765 FAX: 801.364.4602

Owner Name: Ellison, William Richard & Kristine P
Tax ID No. 12:061:0227
Project: American Fork 500 E & 980 N Art Dye Park Access

PERMIT TO ENTER AND CONSTRUCT

I William Richard Ellison & Kristine P Ellison, hereby authorize American Fork City or its agent or contractor to enter upon my property for the purpose of constructing fill slopes and appurtenant parts thereof, and for the purpose of constructing tie-ins to existing ground elevations. It is understood the tie-in will be of same type surfacing or ground cover as currently exists, to be placed at an acceptable slope — 2H:1V for fill and cut slopes or flatter for driveway tie ins and where requested, and agreed to by the City.

I certify that I am the owner of record of said property to which I am giving permission to enter. I understand that said American Fork City or its agent will only be allowed access to and upon my property to the extent necessary for the above described construction and for no other purpose. I understand that said construction will be done at no cost to me. I understand that upon completion of said construction my property will be cleaned up and restored as close as possible to the original condition. I am willing to waive any compensation associated with this entry permission, and understand there will be no monetary compensation to me for the above described access and construction entry permission on my property.



Kristine P. Ellison
Owner

7/27/15
7/27/15
Date



Witness
Robert Shelton

1 AMERICAN FORK CITY
2 COUNCIL MEETING MINUTES
3 JULY 14, 2015
4

5 REGULAR SESSION
6

7 The American Fork City Council met in regular session on Tuesday, July 14, 2015 in the
8 American Fork City Hall, 31 North Church Street, commencing at 7:30 p.m. Those present
9 included Mayor James H. Hadfield and Councilmembers Carlton Bowen, Brad Frost, and Clark
10 Taylor. Councilmembers Rob Shelton and Jeff Shorter were excused.
11

12 Staff present: Associate Planner Wendelin Knobloch
13 City Administrator Craig Whitehead
14 City Attorney Kasey Wright
15 City Engineer Andy Spencer
16 City Planner Adam Olsen
17 City Recorder Richard Colborn
18 Finance Director Cathy Jensen
19 Fire Chief Kriss Garcia
20 Parks & Recreation Director Derric Rykert
21 Planning Commission Chairman John Woffinden
22 Police Chief Lance Call
23 Public Works Director Dale Goodman
24 Technology Director George Schade
25

26 Also present: Allen Simpson, Mr. and Mrs. Armen Jacobs, Barbara Christiansen, Dan Richards,
27 and 20 additional persons
28

29 Mayor Hadfield welcomed City Council Candidate Allen Simpson present in the audience.
30

31 Mayor Hadfield led the audience in the Pledge of Allegiance and Richard Colborn offered a
32 prayer.
33

34 Mayor Hadfield noted that with two Councilmembers absent any motion must have a unanimous
35 decision.
36

37 Mayor Hadfield had the scouts in attendance come forward and introduce themselves. (Some
38 others that arrived later in the meeting are also included)
39

40 Troop 814 Dylan Bird TJ Adamson Quinton Adamson
41

42 Troop 1152 Jefferson Penrod
43

44 Mayor Hadfield wished them well on Scouting's path and when it came time to consider an
45 Eagle Scout Project that they consider American Fork City as there were many things that one
46 could do to benefit the community.
47

48 TWENTY-MINUTE PUBLIC COMMENT PERIOD – LIMITED TO TWO MINUTES PER
49 PERSON

1
2 There was no public comment at this time.

3
4 CITY ADMINISTRATOR'S REPORT

5
6 Craig Whitehead thanked the staff and recognized them for all of their hard work during Steel
7 Days this past week. It was another great Steel Days. A lot of effort went into it from volunteers
8 and City staff.

9
10 COUNCIL REPORTS CONCERNING COMMITTEE ASSIGNMENTS

11
12 Councilman Bowen appreciated the Beautification Committee's efforts along the other efforts
13 involving Steel Days.

14
15 Mayor Hadfield commented that he was able to attend four of the nine Garden Tour venues. He
16 appreciated the work done by each. He was envious of those back yards. He asked that the
17 Beautification Committee be thanked.

18
19 Councilman Frost reported that it had been an incredible week in American Fork. Steel Days
20 was a great tradition. He had a really good view of watching a really good committee go to
21 work. It took months and months of planning and they went home beat on Saturday night. He
22 thanked the staff noting that it really helped the volunteers feel good when staff supported them.
23 The free Big Show was attended by probably 7,000 to 8,000 persons. His job now was to thank
24 everyone on the Committee, give them about two weeks off, and then commit them for next
25 year.

26
27 Councilman Frost noted that American Fork City did something pretty neat when they led out in
28 defense of American Fork Canyon when no one else would. With that beginning it has become a
29 great unity within our County and within other Cities. Yesterday all of the hard work came to
30 fruition. It was very much a hard-fought political battle over American Fork Canyon and
31 keeping public grounds public. It started here and he could not be more proud of the Council,
32 those who supported it and all that they did. "We now had the ability to plan our own ground."

33
34 Councilman Taylor expressed that every year he looked forward to Steel Days and this being his
35 hometown he looked forward to Steel Days forever. It was fun to see his kids get excited and
36 they all come back for the Big Show. So many great things happened this year. He loved the
37 Art Dye Park location and the ability to use our own resources for a change. It was great to have
38 additional accesses. There was a lot of hard work from the staff and from the Committees to
39 make such a wonderful event take place.

40
41 Councilman Taylor added his thanks and his appreciation because there was something about
42 community and so many people coming together to make something happen. Unless one was
43 involved no one would know how much time Jean Abram and her husband and the entire
44 Committee put into it. They were a great group of people.

45
46 Councilman Taylor continued with Kudos to Councilman Frost. He would defray it but someone
47 had to drive that bus and make sure it stayed on task so that Steel Days would be a success.
48 Also, for his work on the Resolution regarding American Fork Canyon. It would not have

1 happened if Councilman Frost had not stepped in when he did. This represented people who
2 care.

3
4 MAYOR'S REPORT

5
6 Mayor Hadfield reported that a week ago Monday there was a ribbon cutting for the new Costa
7 Vida Restaurant in The Meadows shopping area behind the America First Credit Union.

8
9 Mayor Hadfield kicked off Steel Days last Monday evening when he introduced the American
10 Fork Symphony and on a couple or three numbers they backed up Joshua Creek. Thursday night
11 he passed out the awards for the annual Arts Show. There were many different mediums that
12 were represented. He complimented everyone that had something to do with Steel Days.

13
14 Following the Parade on Saturday Mayor Hadfield attended the dedication of the Grist Mill at
15 400 South Center and accepted that historic monument that was recognized by the Sons of the
16 Utah Pioneers on behalf of the City.

17
18 Mayor Hadfield concluded his remarks by complimenting the staff and the work that was done.
19 At the Big Show they had people that had been trained by the Police Department in parking.
20 They had an exit strategy for the many cars there. In exiting there were three basic alternatives
21 one of which was 980 North over the bridge. The police were active throughout the community
22 including the Car Show and Cruise. He thought that one hour was long enough for the cruise.
23 He applauded the Fire Department in having everything laid out in such a way that there were no
24 consequences or no difficulties associated with the fireworks.

25
26 Mayor Hadfield applauded the Steel Days Committee in putting on a Big Show like that and
27 making it free to the public. Thanks go to the merchants and the volunteers.

28
29 COMMON CONSENT AGENDA (*Common Consent* is that class of Council action that requires no
30 further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single
31 motion unless removed from the Common Consent Agenda by the Mayor or a Councilmember and placed in the
32 action items.)

- 33
34 1. Approval of the June 18, 2015 Special Session minutes.
35 2. Approval of the June 23, 2015 City Council minutes.
36 3. Approval of the City bills for payment, manually prepared checks, and purchase requests
37 over \$25,000. – *Cathy Jensen*

38
39 Mayor Hadfield stated that historically the City paid bills twice a month. If they did not approve
40 the payment of bills for these purchases tonight the City will have lost prompt payment discounts
41 on some and may face some penalties for late payments on others.

42
43 Councilman Bowen asked that item No. 3 on the Common Consent Agenda be placed in the
44 action items.

45
46 Mayor Hadfield moved Common Consent Agenda item No. 3 to the Action Items.

47
48 **Councilman Taylor moved approval of Common Consent items Nos. 1 & 2 as presented.**
49 **Councilman Bowen seconded the motion.**

1 **Voting by voice roll call was as follows:**

2
3 **Councilman Bowen Aye**
4 **Councilman Frost Aye**
5 **Councilman Taylor Aye** **The motion carried**
6

7 ACTION ITEMS

8
9 (From Common Consent No. 3) APPROVAL OF THE CITY BILLS FOR PAYMENT,
10 MANUALLY PREPARED CHECKS, AND PURCHASE REQUESTS OVER \$25,000 – Cathy
11 Jensen

12
13 Councilman Bowen stated that since he had been on the Council he encouraged that the financial
14 items not be on the Common Consent Agenda. He almost always voted, no, and that was
15 because they did not have the opportunity to discuss how the money was spent. He thought that
16 was one of the most important things that they can and should do as a Council. He encouraged
17 Mayor Hadfield to put the payment of bills and anything having to do with money on the Action
18 Agenda in the future.

19
20 Mayor Hadfield asked what particular questions he had this evening.

21
22 Councilman Bowen commented that he had talked to the City Administrator repeatedly in the
23 past about the City implementing an IP phone. One of the things the City paid month after
24 month was long distance charges for multiple departments and other phone bills in his opinion
25 could be significantly reduced by simply implementing current technology of IP Telephony. He
26 wanted some kind of commitment from the City Administrator that they could research and get
27 something before the Council on implementing IP phones this year.

28
29 Craig Whitehead responded that they had been looking at different phone systems. Phone
30 systems were not cheap. George Schade has been working with some companies regarding
31 swapping some of the City's dark fiber for a new phone system without cost. They were looking
32 at that. They had a lot of other things going as well.

33
34 Councilman Bowen noticed it was not in the budget this year and it wasn't in the budget last
35 year. To him that says it was not really a priority.

36
37 Mr. Whitehead explained that they were working on a swap so that there was no cost to the City
38 and that was why it was not there.

39
40 Councilman Frost thought if it was important to Councilman Bowen, and if it was going to save
41 money it was important to him, but it was one thing to stand here and give an assignment. It
42 sounded to him like Councilman Bowen has some knowledge of this industry. Some words were
43 said tonight that he did not even know about. He recommended that Councilman Bowen go to
44 Craig Whitehead and be part of a team that looked at it holistically. He would be willing to sit
45 down with Councilman Bowen and listen to his request. It was hard to just sit here and bark out
46 orders. It was a lot easier to be collaborative and be part of a team and find a solution.

47
48 Mayor Hadfield stated that he would be happy to put it on a work session so that they could
49 discuss it openly.

1
2 Councilman Bowen responded that he was not barking out orders he was just raising an issue
3 that has come up several times in the past and it had absolutely no traction and it should have.
4 He was happy to work with whomever in the City who would like to work with him or use his
5 input. It needed to be a priority and right now it was not.

6
7 Councilman Bowen asked Mayor Hadfield for his commitment that implementing IP Telephony
8 would be a priority for the City and implement that by the end of this year or at least have an
9 excellent game plan to be implemented shortly thereafter.

10
11 Mr. Whitehead reminded the Council that they had a Planning Session and IP phones did not
12 come up and was not a priority of the Council. There were a lot of other things listed on those
13 priorities to do. If the Council as a whole wanted to set that as a priority they would be happy to
14 do that.

15
16 Councilman Bowen appreciated that but he recognized also that as from our previous budget
17 discussions the number one priority of increased road funding, he did not really feel like it was
18 adequately reflected in this year's budget either. Again he asked Mayor Hadfield if this was
19 something he was willing to do.

20
21 Mayor Hadfield responded that this was old hat. About four years ago a new Councilman came
22 on board and he looked at what the City had and what the City was paying to different agencies
23 for communications whether it was hard-wired in the buildings or hand-held in the field. A
24 contract was let to look into some areas where the City had been over-charged. His fee was one-
25 half of the savings. Some areas were cleaned up and some were looked at as spending dollars to
26 save dimes. There was not a lot of traction there. He would commit to look into it before the
27 end of the year and they would have it on a work session for further action. Councilman
28 Bowen's input was certainly valuable.

29
30 Councilman Frost suggested that at the work session he would be willing to listen to Councilman
31 Bowen make that presentation looking at what the City currently spent and what it might
32 currently save and all of the options. If money could be saved, he was all for that.

33
34 Councilman Bowen appreciated that but stated with all due respect he thought that the people
35 within the City Administration were the most qualified to do that. IP Phones had been around
36 for years now that most major businesses have implemented. There were multiple vendors that
37 would be willing to come and pitch their products for free.

38
39 George Schade explained that this had been one of those challenges in the City. The reason for
40 that was that they were looking to trade up to six cables for a phone system. If they could find
41 the companies that want to do that there were still challenges from a legal standpoint. The City
42 had to make sure the rules that were in place by the State and Federal were followed. There were
43 many, many phone providers. It has taken a lot of time but he felt they were getting there. They
44 were at a point now that they had crossed a lot of those hurdles.

45
46 Mayor Hadfield commented that the City did not have just one phone system the City had six
47 different phone systems.

1 Mr. Schade responded that with new phones it would be a uniform, centrally located, VoIP
2 system.

3
4 Councilman Taylor asked if the existing hardware and phones could be used with VoIP.

5
6 Mr. Schade explained that there were two types of systems. One of which was a Hosted System
7 where all of the main equipment that dealt with the phone itself was housed in the Cloud. The
8 main system in the City would be the cable that the City already had.

9
10 Mayor Hadfield commented that some of the City's system was so old they were shopping on
11 eBay for parts to keep it going. He asked if there were any more questions regarding the bills
12 they needed to pay.

13
14 Councilman Bowen stated that he was not sensing that that was going to happen with the IP
15 stuff.

16
17 Mayor Hadfield suggested that he then take it as a personal project and bring it forward.

18
19 Councilman Bowen asked why it was so hard for the City staff to do ~~what they~~that. They were
20 paid to do that. They worked here 8 hours a day or 10 hours a day, four days a week.

21
22 Councilman Taylor expressed that for 18 months this was the first time he ever, ever heard
23 Councilman Bowen bring this up. If this was so critical enough to hold up the payment of the
24 bills tonight, why now and why not have Councilman Bowen take the lead. When anyone of the
25 Council could lend expertise they would get involved and help to the degree they could.

26
27 Councilman Bowen responded that as he stated he would be happy to work with whomever. He
28 did not want this to be that he was point on. He thought for this to get done someone on the City
29 staff needed to take point. He brought this up several times in the past.

30
31 Mr. Whitehead stated that he had brought it up to him twice. If the Council as a whole gave the
32 staff direction to bring this back in some form they would come back with options. Mr. Schade
33 had been working on this for some time.

34
35 Mayor Hadfield stated that he would put this on a future work session agenda and discuss it
36 around the table with all five members of the Council present.

37
38 **Councilman Taylor moved approval of the City bills for payment, manually prepared**
39 **checks, and purchase requests over \$25,000. Councilman Frost seconded the motion.**

40
41 Mayor Hadfield asked if there was any discussion on the motion. There was none

42
43 **Voting by voice roll call was as follows:**

44
45 **Councilman Bowen** **Nay**
46 **Councilman Frost** **Aye**
47 **Councilman Taylor** **Aye** **The motion failed**

48

1 REVIEW AND ACTION AMENDING THE ORDINANCE TO PROVIDE A 'PARKING BY
2 PERMIT ONLY' AREA ON THE WEST SIDE OF 900 EAST, FROM 50 SOUTH TO THE
3 CURRENT DEAD END OF THE BLOCK (APPROXIMATELY 100 SOUTH) AND AN
4 ORDINANCE RESTRICTING PARKING ON BOTH THE NORTH AND SOUTH SIDE OF
5 BAMBERGER DRIVE FROM APPROXIMATELY 870 EAST TO 1000 EAST – Dale
6 Goodman

7
8 Mayor Hadfield explained that this was discussed at the work session. He asked if there were
9 questions.

10
11 Dale Goodman felt that Andy Spencer had addressed it well in the work session. It was felt that
12 this was an important issue to those who lived in the area.

13
14 Councilman Taylor stated that he was impressed with the situation when this was brought to
15 their attention. Mr. & Mrs. Jacobs were at the work session and he was very impressed with the
16 cooperative nature of all of the involved parties. That night he drove through Haymaker and
17 counted the empty spots. It seemed there were a lot. He was impressed with the Haymaker
18 President and Board Member who were there and their cooperation.

19
20 **Councilman Taylor moved to approve the Ordinance amending Chapter 10.34, the**
21 **Residential Parking Permit Program, to include the neighborhood of 900 East from 50**
22 **South to approximately 100 South and move to also approve the Ordinance designating**
23 **Bamberger Drive between 870 East and 1000 East, approximately, as a 'Restricted**
24 **Parking' zone. Councilman Frost seconded the motion.**

25
26 Mayor Hadfield asked if there was discussion on the motion.

27
28 Councilman Bowen noted that originally the petitioners asked for the curb to be painted red. The
29 City came back with this parking by permit proposal. Which did they prefer?

30
31 Mr. Jacobs answered that there were other options besides a red curb that allowed for no parking
32 by anyone. They preferred permit parking.

33
34 Councilman Bowen commented that on Bamberger there was not a problem with parking there.
35 It was projected that there could be a problem in the future. He hated to impose restrictions that
36 solve problems that did not exist yet.

37
38 Councilman Bowen brought up that there was not really a process spelled out as to how to get a
39 permit; who could apply for a permit; who could not; and residences were not defined.

40
41 Councilman Bowen would amend the Ordinance to define how many permits were available;
42 who could apply for them; and was it first come first serve. He was open to suggestions.

43
44 Mr. Jacobs responded that there was only a need for a half dozen for each of the two residences.

45
46 Councilman Bowen asked how long the permits would last.

47
48 Councilman Taylor did not know what that magic number was. They knew that the need was
49 there.

1
2
3 Mr. Goodman explained that in the original Ordinance that was addressing the high school area,
4 there were not a maximum number of permits that were available for each residence. In this case
5 those on the west side of 900 East could come in and get permits from the Public Works office.
6

7 Councilman Frost expressed that it seemed kind of silly to have numbers. Occasionally
8 everyone had an event for a few hours where there were a lot of cars.
9

10 Councilman Bowen thought that the number of permits could be the maximum number of cars
11 that could park there.
12

13 Mr. Goodman explained that it would be incumbent on the property owner to distribute the
14 permits. He did not think that was a problem.
15

16 **Councilman Bowen moved to amend the motion to change the language from,**
17

18 **“The following area within the City has been specifically designated as a "no**
19 **parking" zone for anyone but residents of the area”**
20

21 **to “The following area within the City has been specifically designated as a "parking**
22 **by permit only" zone for American Fork residents. Permits shall be issued to**
23 **American Fork residents at no cost. Permits will be issued by written request to the**
24 **City. Permits will be issued on a first come, first served basis. Permits will be valid**
25 **for 30 days.”**
26

27 Mayor Hadfield commented it would require coming in 12 times a year to park there.
28

29 Mayor Hadfield called for second to the motion to amend.
30

31 Councilman Bowen stated that if 30 days was too often he was open to suggestions.
32

33 Councilman Taylor had no problem changing the language on the first portion. He was not sure
34 on the 30 days.
35

36 **Councilman Bowen added to his motion to amend, to remove the restricted parking on**
37 **Bamberger Drive.**
38

39 Mayor Hadfield commented that there were vehicles parked there that did not get moved after 3
40 days including trailers and box trucks. It has kind of been the overflow for Haymaker HOA.
41

42 Councilman Bowen was not aware of any current problems there.
43

44 Mr. Goodman noted that with the restriction on 900 East they would have to relocate to
45 somewhere else and that would probably be Bamberger.
46

47 Councilman Bowen thought that if problems came up on Bamberger, it could be brought back to
48 the Council at that time. With regard to the permits, he encouraged the petitioners to be the first
49 served.

1
2 **Mayor Hadfield called for a second on the motion to amend. There was no second. The**
3 **motion died for the lack of a second.**

4
5 Mayor Hadfield asked if there was further discussion on the original motion. There was none.

6
7 **Voting by voice roll call was as follows:**

8
9 **Councilman Bowen** **Nay**
10 **Councilman Frost** **Aye**
11 **Councilman Taylor** **Aye** **The motion failed**

12
13 CONSIDERATION AND ACTION ON A RESOLUTION APPROVING A FEE SCHEDULE
14 REAFFIRMING CURRENT AMERICAN CITY FEES AND ADDRESSING PREVIOUSLY
15 UNIDENTIFIED ITEMS IN THE FEE SCHEDULE – *Cathy Jensen*

16
17 Mayor Hadfield explained that if was necessary from time to time to review fees for inspections,
18 licenses, etc. and update them. Staff has put together a list of the fee schedule for 2015-2016.
19 He asked if there were any questions on the fee schedule.

20
21 Councilman Frost had a question regarding the Home Occupation renewal fee which was \$57.00.
22 To the side it says it was ‘New.’ He asked for an explanation of ‘New.’

23
24 Cathy Jensen explained that ‘New’ meant that the fee had not previously been charged.

25
26 Councilman Frost asked what the \$57.00 covered.

27
28 Cathy Jensen added that it also covered the business license renewal.

29
30 Councilman Frost had some other questions and asked that this be put on a work session for
31 further discussion. He felt the new fees were going to catch people off-guard.

32
33 **Councilman Frost moved to defer the Fee Schedule and associated changes to a work**
34 **session in the coming month. Councilman Taylor seconded the motion.**

35
36 Mayor Hadfield noted that there would not be a work session on July 23. This would be
37 scheduled for the August 6 work session.

38
39 **Voting by voice roll call was as follows:**

40
41 **Councilman Bowen** **Nay**
42 **Councilman Frost** **Aye**
43 **Councilman Taylor** **Aye** **The motion failed**

44
45 **Councilman Bowen moved to pass the fee schedule with changes in the base culinary water**
46 **rate for 2015 and 2016 be moved to the 2014 rate which was \$19.41 and also that they**
47 **strike the ‘New’ fees.**

1 Mayor Hadfield explained that there was a work session on this some time ago. Information was
2 presented by a consultant on what needed to be charged in order to meet bond payments.

3
4 Councilman Bowen also recognized that those funds had robust balances that could continue to
5 make bond payments.

6
7 **Mayor Hadfield called for second on the motion. There being none, he declared the motion**
8 **dead for the lack of a second.**

9
10 Councilman Frost suggested having another discourse in a work session. There were a lot of
11 good questions here. He was a little unprepared on the complexity of this.

12
13 **Councilman Bowen moved to table for future discussion and encouraged that they look at**
14 **maintaining 2014 rates. Councilman Frost seconded the motion**

15
16 **Voting by voice roll call was as follows:**

17
18 **Councilman Bowen** **Aye**
19 **Councilman Frost** **Aye**
20 **Councilman Taylor** **Aye** **The motion carried**

21
22 REVIEW AND ACTION ON A RESOLUTION OF INTENT TO ANNEX THE RICHARDS
23 ANNEXATION CONSISTING OF 11.74 ACRES AT 980 NORTH 900 WEST – Dan Richards
24

25 Mayor Hadfield recognized Mr. Richards in the audience.

26
27 **Councilman Taylor moved to adopt Resolution No. 2015-07-20R indicating the City’s**
28 **intent to annex the Richards Annexation consisting of 11.74 acres at 980 North 900 West.**
29 **Councilman Bowen seconded the motion.**

30
31 Mayor Hadfield asked if Mr. Richards had anything to add.

32
33 Mr. Richards commented that some of the City right-of-way was included.

34
35 **Voting by voice roll call was as follows:**

36
37 **Councilman Bowen** **Aye**
38 **Councilman Frost** **Aye**
39 **Councilman Taylor** **Aye** **The motion carried**

40
41 REVIEW AND ACTION ON THE GRANTING OF A CLASS C BEER LICENSE FOR
42 CULINARY DESIGNS, LLC DBA PIG CITY GRILL, FORMERLY RIB CITY GRILL, AT
43 648 EAST STATE ROAD – Sarah Bowen
44

45 New owner Sarah Bowen was present. When asked why the name change she reported that it
46 was decided to drop the franchise. Rib City had the same license.

47
48 Councilman Frost commented that he ate dinner there last night.

1 **Councilman Frost moved approval of a Class C beer license for Culinary Designs, LLC**
2 **dba Pig City Grill located at 648 E State Road. Councilman Taylor seconded the motion.**

3
4 Councilman Bowen stated that even though they shared the same last name there was no relation.

5
6 **Voting by voice roll call was as follows:**

7
8 **Councilman Bowen Aye**
9 **Councilman Frost Aye**
10 **Councilman Taylor Aye The motion carried**

11
12 REVIEW AND ACTION ON THE AWARD OF CHANGE ORDER NO. 1 FOR THE 500
13 EAST 980 NORTH ART DYE PARK ACCESS PROJECT PHASE II IN THE AMOUNT OF
14 \$1,080,322 – Dale Goodman

15
16 Mayor Hadfield asked if there were questions on this item.

17
18 Councilman Bowen asked if the scope was the same.

19
20 Mr. Spencer answered that the trail has been deferred until a future time and some other changes.

21
22 Councilman Bowen asked if the neighbors were impacted by the trail and were there houses
23 along where the trail would have been.

24
25 Mr. Spencer stated that there was no trail.

26
27 Councilman Bowen knew that they had discussions with the individual landowners and
28 wondered if putting this trail in was part of those discussions at all.

29
30 Councilman Taylor reported that the trail was absolutely part of the discussion with the
31 neighbors. The bulk of the trail that was being eliminated was going to be on the property that
32 bordered Fox Hollow Golf Course on 980 North. There would be sidewalk on one side of 980
33 North but it would not be the meandering trail originally planned. The only people that would be
34 impacted trail or sidewalk wise would be the Griffith family who was right next to the American
35 Fork Creek.

36
37 **Councilman Frost moved to accept the change order submitted by S & L, Inc. for the**
38 **construction of Phase II of the 500 East 980 North Art Dye Park Access Project in the**
39 **amount of \$982,111 with a ten percent (10%) contingency allowance of \$98,211 for a total**
40 **of \$1,080,322 and authorize the Mayor to modify the contract to include this change order.**
41 **Councilman Taylor seconded the motion.**

42
43 Mayor Hadfield asked if there were questions on the motion. There were none.

44
45 **Voting by voice roll call was as follows:**

46
47 **Councilman Bowen Aye**
48 **Councilman Frost Aye**
49 **Councilman Taylor Aye The motion carried**

1
2 REVIEW AND ACTION ON A RESOLUTION OF THE CITY COUNCIL OF AMERICAN
3 FORK AUTHORIZING AND RATIFYING PAYMENT OF ALL OR PART OF EMPLOYEE
4 REQUIRED CONTRIBUTIONS WITHIN THE CONTRIBUTORY RETIREMENT PLAN
5 WITH THE UTAH RETIREMENT SYSTEM (URS) – Cathy Jensen
6

7 Mayor Hadfield stated this was required. The City was a member of the Utah Retirement
8 System for the employees.
9

10 Cathy Jensen explained that this was a requirement of the State and the IRS ratifying that the
11 City would be paying the contributions.
12

13 **Councilman Taylor moved to adopt Resolution No. 2015-07-21R specifically authorizing**
14 **payment of all of the employer’s required contributions within the contributory retirement**
15 **plan maintained with the Utah Retirement System for American Fork City employees.**
16 **Councilman Frost seconded the motion.**
17

18 Mayor Hadfield asked if there were any questions on the motion.
19

20 Councilman Bowen stated that when he read this from the packet it seemed like it was saying
21 that the City would contribute what would normally be contributed by employees.
22

23 Ms. Jensen answered that it was in behalf of the employees.
24

25 Mr. Whitehead added that it was a Non-Contributory System. The employee did not contribute
26 anything. The City contributed what the State required.
27

28 Councilman Bowen wanted time to study this more before they voted on it. He knew that the
29 amount of the contribution did increase.
30

31 **Councilman Bowen moved to table this item to the next City Council meeting.**
32

33 Ms. Jensen stated that this was just paperwork. The City could not opt out of the Utah
34 Retirement System.
35

36 Councilman Bowen recognized and appreciated that but it was just that what he read in the
37 packet before coming to this meeting and what he was hearing in the public, there was a little bit
38 of a disconnect there. He wanted to make sure because he thought this was an important issue.
39 The City paid a lot into retirement fund. It was a great benefit to the employees. He was not by
40 any means saying that they should not continue to pay into the System.
41

42 Mr. Whitehead asked Councilman Bowen if his questions could be answered now. He was not
43 sure what his disconnect was. The State Auditor has come out and said that Cities must reaffirm
44 that they would pay. Nothing was going to change.
45

46 Councilman Bowen responded that he would be better prepared at a future time. He would have
47 time to go back through the packet and identify the specific language and then bring that up.
48

1 Councilman Taylor took a shot at it as it was only one page. He wondered that in the final
2 paragraph the first, “employee’s” should be “employer’s.”

3
4 “NOW THEREFORE, be it resolved that the City Council of American Fork City hereby
5 specifically authorizes payment of all of the employee’s required contributions within the
6 contributory retirement plan maintained with the Utah Retirement Systems for American
7 Fork City employees.”

8
9 **Councilman Bowen moved to amend the motion to change, “employee’s” to “employer’s”**
10 **as discussed.**

11
12 Councilman Frost asked legal counsel if that was okay. Mr. Wright answered that it was.

13
14 **Councilman Frost seconded the amended motion.**

15
16 **Voting by voice roll call was as follows:**

17			
18	Councilman Bowen	Aye	
19	Councilman Frost	Aye	
20	Councilman Taylor	Aye	The motion carried

21
22 REVIEW AND ACTION REGARDING A STATEWIDE UTILITY AGREEMENT WITH
23 THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) – *George Schade*

24
25 George Schade explained that this was regarding the fiber line that was on a Non-Interstate
26 Highway within the City but along a UDOT right-of-way where they made need to obtain a
27 permit. He noted that costs associated with **Inspections** (4) were the responsibility of the City.

28
29 Mr. Schade continued that with regard to (13) **Future Highway Construction**, legal counsel has
30 suggested another sentence be added in the case that damage did occur even with exercising due
31 care.

32
33 “In the event that damage does occur, UDOT will bear the cost for repair for damage by
34 UDOT construction or their contractors.”

35
36
37 **Councilman Taylor moved approval of the Statewide Utility Agreement with UDOT with**
38 **the following in item 13:**

39
40 **“In the event that damage does occur, UDOT will bear the cost for repair for**
41 **damage by UDOT construction or their contractors.”**

42
43 **Councilman Bowen seconded the motion.**

44
45 Mayor Hadfield asked if there was any further discussion.

46
47 Councilman Bowen confirmed that it was his understanding of this agreement at a high level was
48 that they were basically putting an agreement in place between the City of American Fork and
49 Utah Department of Transportation to make it easier for both parties to get permits.

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24

Mayor Hadfield responded that was correct.

Voting by voice roll call was as follows:

Councilman Bowen	Aye	
Councilman Frost	Aye	
Councilman Taylor	Aye	The motion carried

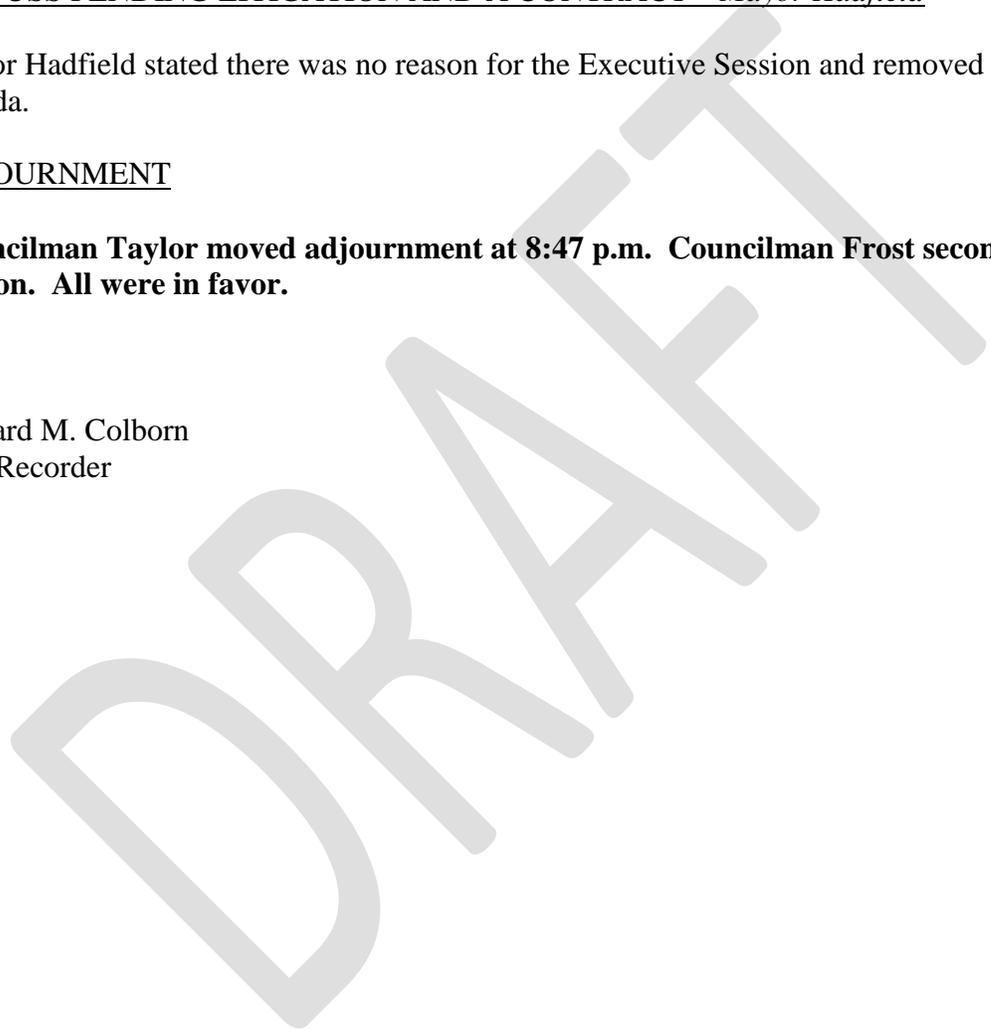
CONSIDERATION AND ACTION ON ENTERING INTO AN EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION AND A CONTRACT – *Mayor Hadfield*

Mayor Hadfield stated there was no reason for the Executive Session and removed it from the agenda.

ADJOURNMENT

Councilman Taylor moved adjournment at 8:47 p.m. Councilman Frost seconded the motion. All were in favor.

Richard M. Colborn
City Recorder





REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Public Works

Director Approval 

AGENDA ITEM Review and action on the purchase of real property at 530 North 100 East.

SUMMARY RECOMMENDATION The City Engineer recommends the approval to purchase real property located at 530 North 100 East owned by Scott Ecker.

BACKGROUND Current property owner is Scott Ecker of Mesquite, Nevada. Mr. Ecker purchased the property with the intent to build a residence on it. The property consists of two (2) parcels identified by Utah County Parcel Numbers 02:066:0022 and 02:066:0020 and with a total area of .33 acres including all associated perpetual prescriptive easements. The property does not meet the building envelope criteria for the construction of a residence due to the encumbrances of the Mill Lane and Mill Ditch easements.

Mr. Ecker has approach the City with interest in selling the property. The City may consider it to be in their best interest to purchase the property and preserve the easements and incorporate it into a future trails system.

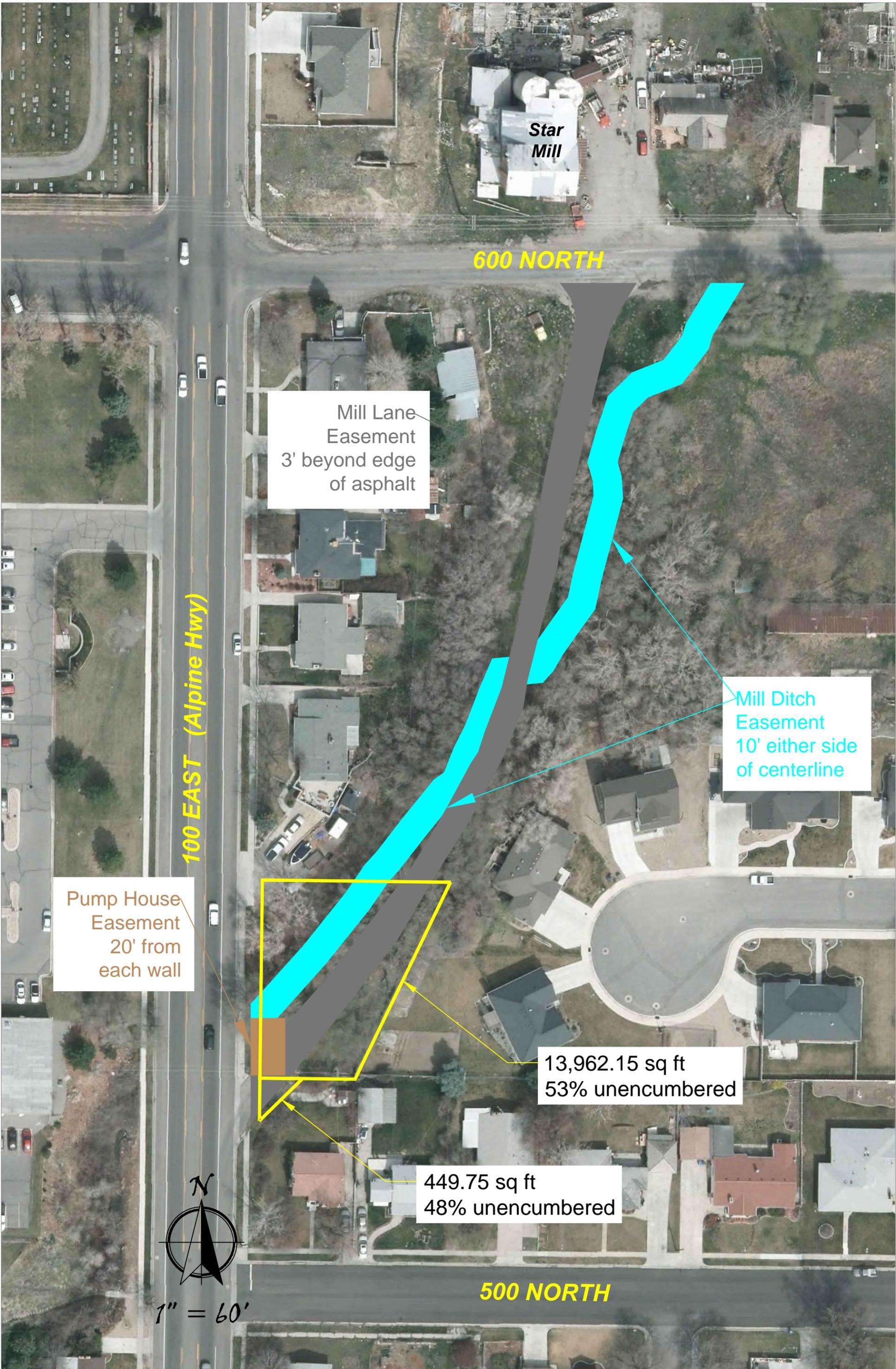
A historic well exists slightly under 100 East at this location. Recently our Water Division crews repaired a water leak at this well site and expressed a desire to preserve access to the historic well and its appurtenant structures. Ownership of this property by the City would allow us to preserve access to this well, and provide for a future restoration of the well.

BUDGET IMPACT \$12,000

SUGGESTED MOTION Move to approve the purchase of real property at 530 North 100 East as identified by Utah County Parcel Numbers 02:066:0022 and 02:066:0020 and authorize the Mayor to sign the Real Estate Purchase Agreement documents

SUPPORTING DOCUMENTS

1. Vicinity Map
2. Purchase Agreement



600 NORTH

500 NORTH

100 EAST (Alpine Hwy)

Star Mill

Mill Lane Easement
3' beyond edge of asphalt

Mill Ditch Easement
10' either side of centerline

Pump House Easement
20' from each wall

13,962.15 sq ft
53% unencumbered

449.75 sq ft
48% unencumbered



1" = 60'

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made on this 4 day of August, 2015 between the City of American Fork (hereinafter referred to as "Purchaser") and Scott Ecker (hereinafter referred to as "Seller").

RECITALS

WHEREAS, Purchaser offers to purchase Seller's property located at approximately 530 North 100 East, American Fork, Utah; and

WHEREAS, Seller agrees to sell said parcel to Purchaser.

AGREEMENT

NOW THEREFORE, the parties hereto agree to the following terms and conditions:

1. Property Description Parcel 'A'.
 - a. The subject property is a .32 acre parcel of real estate owned by Seller located at approximately 530 North 100 East in the City of American Fork, Utah, County of Utah, State of Utah (hereinafter referred to as the "Property").
 - b. The legal description of the Property is as follows:

COMMENCING NORTH 260 FEET FROM THE SOUTHWEST CORNER OF BLOCK 54, PLAT A, AMERICAN FORK CITY SURVEY OF BUILDING LOTS; THENCE EAST 132.66 FEET; THENCE SOUTH 25 ° 08' WEST 154.58 FEET; THENCE WEST 67 FEET; THENCE NORTH 140 FEET TO THE POINT OF BEGINNING.

Parcel No. 02:066:0022;
2. Property Description Parcel 'B'.
 - a. The subject property is a .01 acre parcel of real estate owned by Seller located at approximately 530 North 100 East in the City of American Fork, Utah, County of Utah, State of Utah (hereinafter referred to as the "Property").
 - b. The legal description of the Property is as follows:

COMMENCING 90 FEET NORTH OF THE SOUTHWEST CORNER OF BLOCK 54, PLAT A, AMERICAN FORK CITY SURVEY OF BUILDING LOTS; THENCE NORTH 30 FEET; THENCE EAST 30 FEET; THENCE SOUTH 45° WEST 42 FEET TO THE POINT OF BEGINNING.

Parcel No. 02:066:0020
3. Purchase Price and Conditions of Payment.
 - a. Purchaser shall pay to Seller a total of twelve thousand dollars (\$12,000.00), to be paid in its entirety in cash or certified funds at the time of closing the sale.
 - b. At the option of Purchaser, the transaction may be handled through a title and escrow company selected by Purchaser and at Purchaser's expense, in which event, at closing the title company will disburse funds to lien holders, mortgagees

or others having an interest in the Property, with the remainder of the purchase price paid to Seller.

4. Real Estate Taxes, Assessments, and Adjustments.
 - a. Real Estate Taxes accrued against the Property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the Property through the date of closing. Purchaser shall pay all taxes assessed against the Property after the date of closing.
5. Possession of the Property.
 - a. Purchaser shall be given possession of the property on or before August _____, 2015.
6. Title to the Property.
 - a. The Property shall be conveyed to Purchaser by way of Warranty Deed, free of all liens and encumbrances.
7. Improvements.
 - a. The Property sale is for real property in an "as is" condition with no further representation of improvement, physical, or environmental condition of the Property.
8. General Conditions.
 - a. It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller.
 - b. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller.
 - c. This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.
 - d. The undersigned represent and warrant that he/she/they have the authority to sign on behalf of Purchaser and Seller.
9. Special Conditions.
 - a. Seller understands and agrees that Purchaser will not accept delivery of the Warranty Deed and will not take ownership of the Property, unless and until Purchaser is satisfied with the status of title to the Property and the physical and environmental condition of the Property.
 - b. Seller understands that this Agreement is not complete until the purchase is approved by the City Council of American Fork City and signed by the Mayor of American Fork City.
10. Grant of Right of Way; Permit to Enter; Indemnity.
 - a. Upon execution of this agreement, Seller agrees to allow Purchaser and/or its representatives to enter the Property.

- b. Upon execution of this Agreement, Seller agrees to allow Purchaser and/or its representatives, contractors, permittees, and assigns the right to immediately occupy and commence construction or other necessary activity on the Property.
- c. Seller agrees not to enter into any contract or agreement that will alter or hinder the Purchaser's full use of the Property both prior to and after closing.

The foregoing Real Estate Purchase Agreement is hereby accepted in accordance with the terms and conditions specified above.

Dated this 4 day of August, 2015.

Purchaser:

AMERICAN FORK CITY

JAMES H. HADFIELD
Mayor, American Fork City

Seller:

SCOTT ECKER



ATTEST:

RICHARD COLBORN
City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 11, 2015**

Department Public Works

Director Approval _____

AGENDA ITEM Review and action on an ordinance establishing the speed limit on 900 West from State Street to 1120 North.

SUMMARY RECOMMENDATION Staff recommends the speed limit on 900 West from State Street to 1120 North be set at 35 mph. This speed limit is consistent with the 85th-percentile speed study results, which is the engineering basis for establishing speed limits on a roadway as set forth in the Manual on Uniform Traffic Control Devices (MUTCD).

BACKGROUND Upon the completion of the reconstruction of 900 West from State Street to 700 North the speed limit was posted as 35 mph. The City's Master Plan identified 900 West as a Major Collector class road which allows for a 35 mph speed limit. The speed limit between north of 700 North was posted at 30 mph at the Highland City limit. Now that the road has been reconstructed the speed limit could be brought more into alignment with the standard for this class of road as set forth in the MUTCD and with what currently exists south of 700 North.

The 35 mph speed limit is justified and will serve to address the nature of the area as well as 900 West's classification as a major collector.

BUDGET IMPACT None

SUGGESTED MOTION Move to adopt the ordinance modifying the speed limit on 900 West from State Street to 1120 North to 35 miles per hour with the finding that such speed is in keeping with the engineered speed for this class road and is consistent with established speed limit standards.

SUPPORTING DOCUMENTS

1. Ordinance establishing the speed limit on 900 West as 35 mph.
2. Map of proposed area.

Exhibit A

900 West





REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Public Works

Director Approval 

AGENDA ITEM Approval and award of a contract for the AFC – Cave Camp Springs Rehabilitation project to Condie Construction, Inc. and authorize staff to enter into an agreement for the repair/reconstruction of the Civilian Conservation Corps (CCC) rock wall to lowest responsible bidder.

SUMMARY RECOMMENDATION Recommend the approval of the contract award to Condie Construction, Inc., based on their bid of \$549,955 which was submitted in accordance with a request for bids advertised on June 28, 2015. Recommend that staff be authorized to enter into an agreement for up to \$72,000 with the lowest responsible bidder for repair/reconstruction work performed on the rock wall built by the CCC as part of this project.

BACKGROUND American Fork City has been working with the State Division of Water Quality (DWQ) and Horrocks Engineers to develop a comprehensive plan to correct issues identified at the Cave Camp Spring source. The DWQ mandated that changes be made to address noted deficits identified in their inspections in previous years. Staff has worked diligently to coordinate the needed work with the Forest Service, National Park Service and Army Corp of Engineers. Plans were prepared and bids received from (6) construction firms. At the recommendation of Horrocks Engineers, staff determined that Condie Construction, Inc. was the low bidder of \$549,955.

During the course of the proposed construction work is required to be done on the historic rock wall originally constructed by the Civilian Conservation Corps. The National Park Service and Forest Service have specific guidelines as to how the repairs and reconstruction must be performed and mandates the use of only authorized contractors for this work. We have requested proposals from four of their authorized contractors and have only received one proposal to date for \$69,211. Time is of the essence. Work associated with construction to be done by Condie Construction, Inc. hinges on the removal of a portion of the historic wall at the beginning of the project schedule. Staff is requesting authorization to enter into an agreement with the lowest responsible bidder as soon as possible in order to meet the projected construction schedule and honor time commitments made to the Forest Service and National Park Service.

BUDGET IMPACT Funding of \$650,000 has been allocated in the Capital Improvement budget for this project. Costs in excess of the \$650,000 will be funded through the Water Line Replacement Fund budget.

SUGGESTED MOTION Move to approve the bid from Condie Construction, Inc. in the amount of \$549,955 and authorize a ten percent (10%) contingency allowance of \$54,995 for a total of \$604,950 and authorize staff to proceed with the preparation of contract documents; and to authorize staff to enter into an agreement with Child’s Enterprises for the repair of the historic CCC rock wall in an amount that is not to exceed \$50,000.

Item	Amount	Funding Sources	Amount
Condie Construction, Inc.	\$549,955	FY2016 Capital Improvement	\$ 650,000
Contingency (10%)	\$54,995		
Horrocks Eng. Construction Management	\$70,229		
Child’s Enterprises CCC Rock Wall Repair/Restoration	<u>\$50,000</u>	Water replacement funds set aside as required by the Division of Drinking Water.	<u>\$75,179</u>
Total Project Budget	\$725,179	(Funds set aside for this work may require a budget adjustment)	
		Total	\$725,179

SUPPORTING DOCUMENTS

1. Bid tabulation
2. Engineer letter of recommendation
3. Notice of Award
4. Rock Wall Restoration Bid

**Engineer's Estimate
Horrocks Engineers**

Project Manager: John E. Schiess, P.E.
Project Engineer: John E. Schiess, P.E.

Bid Opening: American Fork Public Works
Date: July 28, 2015
Time: 1:30 PM

Construction Cost Index: 10037

For: Cave Camp Springs Rehabilitation
American Fork City
275 East 200 North
Address

Base Bid Contractors
Candie Construction
Vancon Inc
Geneva Rock
S&L Inc
Fusion Pipeline Inc
Newman Construction
Average
Engineer's Estimate
Percent Difference

Additive Alternate Contractors
Average
Engineer's Estimate
Percent Difference

Bid
\$9,000.00
\$9,000.00
\$6,750.00
\$18,750.00
\$0.00
\$22,500.00
\$45,000.00
\$17,000.00
\$71,500.00
-56%

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 1 Candie Construction		Bidder 2 Vancon Inc		Bidder 3 Geneva Rock		Bidder 4 S&L Inc	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$23,600.00	\$23,600.00	\$55,650.00	\$55,650.00	\$67,000.00	\$67,000.00	\$120,000.00	\$120,000.00	\$99,474.18	\$99,474.18
2	Demolition, Clear and Grub	1	LS	\$50,000.00	\$50,000.00	\$15,445.00	\$15,445.00	\$26,000.00	\$26,000.00	\$19,000.00	\$19,000.00	\$45,604.42	\$45,604.42
3	16" HDPE Pipe (Solid)	770	LF	\$140.00	\$107,800.00	\$105.00	\$80,850.00	\$145.00	\$111,650.00	\$265.00	\$204,050.00	\$278.42	\$215,153.40
4	16" HDPE Pipe (Slotted)	175	LF	\$120.00	\$21,000.00	\$184.00	\$32,200.00	\$190.00	\$33,250.00	\$145.00	\$25,375.00	\$210.44	\$36,827.00
5	6" HDPE Drain Pipe (Solid and Slotted)	190	LF	\$30.00	\$5,700.00	\$35.50	\$6,745.00	\$16.00	\$3,040.00	\$85.00	\$12,350.00	\$83.64	\$15,891.60
6	2" HDPE Instrumentation Pipe	190	LF	\$20.00	\$3,800.00	\$20.10	\$3,819.00	\$16.00	\$3,040.00	\$18.00	\$3,420.00	\$68.94	\$13,098.60
7	Weir Structure	1	LS	\$32,000.00	\$32,000.00	\$48,990.00	\$48,990.00	\$25,900.00	\$25,900.00	\$34,000.00	\$34,000.00	\$62,300.38	\$62,300.38
8	Access Vault	2	EA	\$9,000.00	\$18,000.00	\$12,511.00	\$25,022.00	\$7,000.00	\$14,000.00	\$8,800.00	\$17,600.00	\$8,600.39	\$17,200.78
9	River Crossing/Construction Access	1	LS	\$60,000.00	\$60,000.00	\$124,185.00	\$124,185.00	\$90,000.00	\$90,000.00	\$95,000.00	\$95,000.00	\$48,870.58	\$48,870.58
10	Class A Road Repair (UDOT)	3000	SF	\$7.50	\$22,500.00	\$9.60	\$28,800.00	\$9.50	\$28,500.00	\$6.75	\$20,250.00	\$13.46	\$40,380.00
11	Class A Road Repair (NPS Drive)	3000	SF	\$5.00	\$15,000.00	\$4.20	\$12,600.00	\$6.00	\$18,000.00	\$3.95	\$11,850.00	\$7.49	\$22,470.00
12	Class A Road Repair (NPS Parking)	4000	SF	\$4.50	\$18,000.00	\$5.00	\$20,000.00	\$6.49	\$25,960.00	\$4.35	\$17,400.00	\$5.46	\$21,840.00
13	Clay Dam	210	LF	\$110.00	\$23,100.00	\$136.00	\$28,560.00	\$95.00	\$19,950.00	\$147.00	\$30,870.00	\$72.10	\$15,141.00
14	HDPE Liner and bedding	5000	SF	\$2.00	\$10,000.00	\$4.10	\$20,500.00	\$6.30	\$31,500.00	\$5.79	\$28,950.00	\$7.00	\$35,000.00
15	Sewer Lateral Relocation	1	LS	\$8,000.00	\$8,000.00	\$4,467.00	\$4,467.00	\$1,900.00	\$1,900.00	\$11,000.00	\$11,000.00	\$11,371.67	\$11,371.67
16	Washed Rock	300	CY	\$50.00	\$15,000.00	\$36.80	\$11,040.00	\$90.00	\$27,000.00	\$143.00	\$42,900.00	\$85.61	\$25,683.00
17	Air Vent	6	EA	\$4,000.00	\$24,000.00	\$3,422.00	\$20,532.00	\$2,100.00	\$12,600.00	\$1,500.00	\$9,000.00	\$3,492.18	\$20,953.08
18	SWPPP Plan/Sediment Removal	1	LS	\$40,000.00	\$40,000.00	\$3,713.00	\$3,713.00	\$85,000.00	\$85,000.00	\$20,250.00	\$20,250.00	\$15,080.07	\$15,080.07
19	Disinfection and Testing	1	LS	\$5,000.00	\$5,000.00	\$6,643.00	\$6,643.00	\$45,000.00	\$45,000.00	\$3,200.00	\$3,200.00	\$6,111.68	\$6,111.68
20	Re-Seeding	1	LS	\$3,000.00	\$3,000.00	\$3,194.00	\$3,194.00	\$1,100.00	\$1,100.00	\$9,500.00	\$9,500.00	\$4,972.50	\$4,972.50
TOTAL BASE BID					\$505,500.00		\$549,955.00		\$673,470.00		\$735,965.00		\$775,423.94

Additive Alternate

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 1 Candie Construction		Bidder 2 Vancon Inc		Bidder 3 Geneva Rock		Bidder 4 S&L Inc	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
21	Rock Excavation	150	CY	\$50.00	\$7,500.00	\$60.00	\$9,000.00	\$45.00	\$6,750.00	\$125.00	\$18,750.00	\$0.00	\$0.00

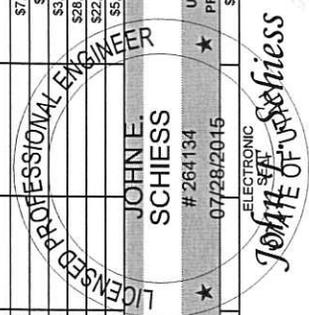
Base Bid

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 5 Fusion Pipeline Inc		Bidder 6 Newman Construction		Average	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	23600	\$23,600.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$75,354.03	\$75,354.03
2	Demolition, Clear and Grub	1	LS	5000	\$50,000.00	\$25,000.00	\$25,000.00	\$130,000.00	\$130,000.00	\$43,508.24	\$43,508.24
3	16" HDPE Pipe (Solid)	770	LF	140	\$107,800.00	\$225.00	\$173,250.00	\$200.00	\$154,000.00	\$203.24	\$156,492.23
4	16" HDPE Pipe (Slotted)	175	LF	120	\$21,000.00	\$325.00	\$56,875.00	\$300.00	\$52,500.00	\$225.74	\$39,504.50
5	6" HDPE Drain Pipe (Solid and Slotted)	190	LF	30	\$5,700.00	\$100.00	\$19,000.00	\$175.00	\$33,250.00	\$84.52	\$16,059.43
6	2" HDPE Instrumentation Pipe	190	LF	20	\$3,800.00	\$22.00	\$4,180.00	\$55.00	\$10,450.00	\$33.34	\$6,334.60
7	Weir Structure	1	LS	32000	\$32,000.00	\$50,000.00	\$50,000.00	\$103,150.00	\$103,150.00	\$54,056.73	\$54,056.73
8	Access Vault	2	EA	9000	\$18,000.00	\$20,000.00	\$40,000.00	\$22,000.00	\$44,000.00	\$13,151.90	\$26,303.80
9	River Crossing/Construction Access	1	LS	60000	\$60,000.00	\$40,000.00	\$40,000.00	\$115,000.00	\$115,000.00	\$85,509.26	\$85,509.26
10	Class A Road Repair (UDOT)	3000	SF	7.5	\$22,500.00	\$10.00	\$30,000.00	\$9.65	\$28,950.00	\$9.66	\$28,980.00
11	Class A Road Repair (NPS Drive)	3000	SF	5	\$15,000.00	\$5.00	\$15,000.00	\$6.65	\$28,950.00	\$6.05	\$18,145.00
12	Class A Road Repair (NPS Parking)	4000	SF	4.5	\$18,000.00	\$5.00	\$20,000.00	\$9.65	\$38,600.00	\$5.99	\$23,968.67
13	Clay Dam	210	LF	110	\$23,100.00	\$400.00	\$84,000.00	\$215.00	\$45,150.00	\$177.52	\$37,278.50
14	HDPE Liner and bedding	5000	SF	2	\$10,000.00	\$6,000.00	\$12,000.00	\$10,500.00	\$10,500.00	\$8.62	\$43,075.00
15	Sewer Lateral Relocation	1	LS	8000	\$8,000.00	\$8,000.00	\$8,000.00	\$10,500.00	\$10,500.00	\$169.24	\$50,770.50
16	Washed Rock	300	CY	50	\$15,000.00	\$100.00	\$30,000.00	\$57.00	\$171,000.00	\$28,007.18	\$28,007.18
17	Air Vent	6	EA	4000	\$24,000.00	\$4,500.00	\$18,000.00	\$5,500.00	\$22,000.00	\$22,007.18	\$22,007.18
18	SWPPP Plan/Sediment Removal	1	LS	40000	\$40,000.00	\$22,000.00	\$22,000.00	\$62,000.00	\$62,000.00	\$22,492.45	\$22,492.45
19	Disinfection and Testing	1	LS	5000	\$10,000.00	\$10,000.00	\$10,000.00	\$62,000.00	\$62,000.00	\$5,294.42	\$5,294.42
20	Re-Seeding	1	LS	3000	\$3,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,294.42	\$5,294.42
TOTAL BASE BID					\$605,500.00		\$797,305.00		\$1,205,000.00		\$789,519.82

Additive Alternate

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 5 Fusion Pipeline Inc		Bidder 6 Newman Construction		Average	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
21	Rock Excavation	150	CY	50	\$7,500.00	\$150.00	\$22,500.00	\$300.00	\$45,000.00	\$113.33	\$17,000.00

I hereby certify that this is a true and correct Bid Tabulation for the Cave Camp Springs Rehabilitation



Digitally signed by John E. Schiess
DN: cn=John E. Schiess, email=j.schiess@horrocks.com,
o=Horrocks Engineers, ou=Utah, cn=John E. Schiess,
c=US, postalCode=84303, serial=114014141000014766AF7A7000348F
Date: 2015.07.28 15:48:18 -0600

2162 West Grove Parkway, Suite
400
Pleasant Grove, Utah 84062
www.horrocks.com



Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

July 30, 2015

Andy Spencer, P.E.
American Fork City Engineer
275 East 200 North
American Fork, Utah 84003

Subject: Cave Camp Springs Rehabilitation Project Bid Award

Dear Andy:

Attached is the bid tabulation for the Cave Camp Springs Rehabilitation Project. The low bidder was Condie Construction. Their base bid was for \$549,955.00 which was 9 percent over the engineer's estimate. Their additive alternate bid price of \$9,000.00 was second lowest but does not change the overall ranking. There were a total of 6 bidders on this project with an average bid price of \$789,519.82.

We recommend the project, both base bid and additive alternate, be awarded to Condie Construction. We have checked their license, bonding, and references and have found everything in order. Attached are three (3) copies of the Notice of Award if the City so chooses to award this project to Condie Construction.

If you have any questions please call.

Sincerely,
HORROCKS ENGINEERS

John E. Schiess

Digitally signed by John E Schiess
DN: c=US, ou=Utah, cn=John E
Schiess, email=jcschiess@horrocks.com,
0.9.2342.19200300.100.1.1=A01414100000147EAEAF7A70000348F
Date: 2015.07.29 11:50:37 -0600

John E. Schiess, P.E.
Senior Engineer

cc: Dale Goodman, American Fork City Public Works Director
file

CHILD ENTERPRISES
PO BOX 186
1033 EAST 400 SOUTH
SPRINGVILLE, UTAH 84663



PHONE: (801) 489-5022
FAX: (801) 491-3467

www.childenterprises.com

Proposal

Date: July 30, 2015

Attn: Nancy Calkins nancyc@horrocks.com

To: Horrocks Engineers
2162 West Grove Parkway, Suite 400
Pleasant Grove, UT 84062
801.763.5243 fax: 801.763.5101 Mobile: 801.636.1462

Project: Cave Camp Historic Stone Wall and Pathway - Stone Removal and Rebuild

Scope of Work:

1. Remove & Reinstall a Section of Existing Stone Wall and Existing Stone Path:

Per Specifications, document the positions of the existing stone in the wall and the pathway that are to be removed.

Carefully remove existing stone, remove any mortar or soil from the stone, place on pallets and move to the on-site storage location.

Reinstall salvaged stone into their previous locations with mortar that matches the historical mortar.

Base Bid: \$43,200.00

Bid Excludes:

- 1. Working not within normal working hours, overtime wages, etc.*
- 2. Any required permits, testing, inspection, engineering, fees, etc.*
- 3. Winter protection (heat and cover)*
- 4. Jobsite power and water (to be provided)*
- 5. Access for a forklift to and from the area of work by others*
- 6. Compacted Sub-grade at the pathway location provided by others*
- 7. Excavation & Backfill to allow for removal and reinstallation of the wall*
- 8. Prevailing Wages (Wages have been estimated at local rates and not per federal wage requirements)*

Note: See attached Document for Pre-qualifications

Mike Child - Estimator / Senior Project Manager

Masonry Qualification Statement



History of Child Enterprises: Child Enterprises specializes in all types of masonry work. Much of our focus is in the preservation and restoration of historic masonry buildings but we also do commercial brick, block, terra cotta, and stone work as well as some specialized residential work. Child Enterprises was established in 1974 by Richard Child and has continued to grow with the help of his three sons, Mike, Craig, and Steve. The Child name has long been associated with the masonry trade going back six generations in Utah. This is a legacy that Child Enterprises is proud of.

Why choose Child Enterprises for this Project?

Child Enterprises has worked on many restoration projects, including projects that required documentation, careful removal/salvage of masonry materials, and reinstallation of the salvaged historical masonry. Some of the projects that have required this type of work are:

1. **Amussen Facade at City Creek** (2009-2011); Salt Lake City, Utah; Owner: City Creek Preserve; General Contractor: Jacobsen Construction. Scope of work: Document Stone Position in the wall, clean and restore historic stone, reinstall stone units to their previous locations.



2. **Utah State Capitol - Terra Cotta Restoration** (2003-2006); Salt Lake City, Utah; Owner: DFCM -State of Utah; General Contractor: Jacobsen Construction. Scope of work: Carefully documented and removed historic terra cotta from the Utah State Capitol-Dome Area, repaired, patched and cleaned historic terra cotta, reinstalled terra cotta units into their previous locations, repointed mortar with a matching historical mortar blend. Interior stone work was also documented, removed and reinstalled.

3. **John R. Park Building Restoration at the U of U (2007-2009);** Salt Lake City, Utah; Owner: University of Utah; General Contractor: Big-D Construction (Andrew Soderquist 801.415.6000); Scope of Work: Carefully documented and removed historic terra cotta from the building parapet area, repaired, patched and cleaned historic terra cotta, reinstalled terra cotta units into their previous locations, repointed mortar with a matching historical mortar blend. The project also involved the restoration work of the existing limestone, brick, concrete and granite.



4. **Desert Tower / Building Restoration at City Creek (2009-2011);** Salt Lake City, Utah; Owner: City Creek Preserve; General Contractor: McCullough Contracting. Scope of work: Document interior stone position in the wall, clean and restore historic stone, reinstall stone units to their previous locations. In addition to this work the exterior terra cotta and brick were also restored.

5. **Stone Wall at Beehive House (2005);** Salt Lake City, Utah; Owner: LDS Church; Scope of Work: Remove portions of existing wall, add concrete and cmu structure to the base and wall core, reinstall removed stone and mortar cap. Masonry repairs had blend seamlessly into the existing wall.



6. Historic Stone Wall at Parley's Nature Preserve (2010); Salt Lake City, Utah;
Owner: Salt Lake City Corporation; Scope of Work: Remove portions of existing historic stone wall, reinstall removed stone to match the historic wall.

Note: Child Enterprises excels in Masonry Restoration work. Employees at Child Enterprises are experts in all types of masonry patching, mortar repointing, and crack repair. We also excel in the area of brick, stone, and terra cotta replacement and installation, historic concrete repair, restoration cleaning and many other types of masonry restoration/repair work. We are certified and trained with the use of many specialty restoration products and techniques. Some of these include: Cathedral Stone Products®, Prosoco®, Sika®, Jahn®, Edison Coatings®, Dumond Chemicals®, Helifix®, Hilti®, St. Astier®, High Angle Technologies®, Cintec ®, etc.

DOCUMENT 003600

NOTICE OF AWARD

To: Condie Construction Co, Inc
53 North 1650 West
Springville, UT 84663

PROJECT Description: American Fork City – Cave Camp Springs Rehabilitation Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated date, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$558,955.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of August 2015.

American Fork City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Title Mayor

By _____

this the _____ day of _____, 2015.

By _____

Title _____



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Public Works

Director Approval 

AGENDA ITEM Review and action to grant an easement to Rocky Mountain Power (RMP) on property owned by the City which is a portion of the Fox Hollow Golf Course.

SUMMARY RECOMMENDATION Staff recommends approval to grant an easement to Rocky Mountain Power for the purpose of installing a transformer and meter pedestal.

BACKGROUND Dave Sanderson of Lehi City has been working with Fox Hollow Golf Course to install a water feature in the pond on Hole #8. The location of this pond is in the north and west corner of the golf course and adjacent to the area previously known as the riding arena.

While the golf course has power at this location, it is insufficient to run the pumps that are needed as part of the proposed water feature. RMP also has a power box in an existing easement in the vicinity, however, they would need to set a new transformer and meter pedestal which would require a larger footprint than the current easement allows. They are proposing that a new easement be drafted expanding the easement footprint to accommodate the proposed transformer.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the acceptance of a utility easement for Rocky Mountain Power within Utah County Parcel Number 12:001:0066 as described in the legal description of the easement with Rocky Mountain Power and authorize the Mayor to sign said document on behalf of the City.

SUPPORTING DOCUMENTS

1. Rocky Mountain Power Easement
2. Parcel Map
3. Site Map

Attachment 'A'

access road

rodeo arena

pond

power box and easement

7th green

8th green



Utah County Parcel Map

Fox Hollow #8



Murdock Canal

74

American Fork River

American Fork Rodeo Grounds

REV05042015

Return to:
Rocky Mountain Power
Lisa Louder/Teria Walker
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: HIG16 Lehi City 1Phase 25kva Com
WO#: 6053199
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, American Fork City, a corporation of the State of Utah (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 20 feet in width and 20 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Utah County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “A” attached hereto and by this reference made a part hereof:

Legal Description: Commencing 767.86 feet West and 860.70 feet North from the South 1/4 corner of Section 1, T5S, R1E, SLB&M; thence West 43.00 feet; thence North 42.00 feet; thence East 43.00 feet; thence South 42.00 feet to the point of beginning. Said easement encompassing a 20.00 foot easement in each direction from a 2.00 foot by 3.00 foot power box situated at the north end of the eighth hole of Fox Hollow Golf Course. (area 1,806 sq ft or 0.041 acres)

Assessor Parcel No. 12:001:0050

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

***AMERICAN FORK CITY CORPORATION* GRANTOR**

James H. Hadfield

Mayor



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Public Works

Director Approval 

AGENDA ITEM Approval and award of a contract for the Main Street Vision Study Phase II contract with Project Engineering Consultants (PEC).

SUMMARY RECOMMENDATION Recommend the award of a contract to Project Engineering Consultant (PEC), for a fixed price of \$50,000 based on their proposal for the detailed concept plan for the Main Street corridor.

BACKGROUND American Fork City in conjunction with Mountainland Association of Governments (MAG) and the Utah Department of Transportation (UDOT) recently completed a study of the Main Street area in American Fork City. The study is known as the Main Street Vision Study. The City, UDOT, and MAG now seek to progress this study to a level allowing for detailed planning of improvements associated with the identified corridor.

The City advertised a Request for Proposals seeking to contract with a consulting firm to create a detailed concept plan for the corridor from which future planning and budgeting can be prepared. The concept plan will also allow for specific and selected improvements to occur on the corridor ahead of the full implementation of the plan. The selected consultant would be responsible to provide an identified minimum scope measures. Consultants were informed that this is a fixed price, variable scope project. Selection of the consultant was based on the most qualified/project suited team who provided the most extensive scope.

On July 21, 2015 we received proposals from (7) qualified firms. A selection team which included representatives from the City, and UDOT reviewed each proposal and rated them based on their proposal and the scope of work. The selection team is prepared to move forward with a contract for PEC to perform this work.

BUDGET IMPACT \$50,000

SUGGESTED MOTION Move to approve a contract with Project Engineering Consultants for a fixed cost of \$50,000 for the creation of a detailed concept plan of the Main Street corridor known as the Main Street Vision Phase II project and authorize staff to proceed with the preparation of contract documents.

Item	Amount	Funding Sources	Amount
Project Fixed Cost	\$50,000	American Fork City participation	\$ 25,000
		UDOT participation	\$25,000
		Total	\$50,000

SUPPORTING DOCUMENT

1. Agreement for Professional Services
2. Cooperative Agreement with UDOT

158730

S-0089(371)348; Utah County
AF Main St. Study
CID No. 71911; PIN 12905
American Fork City
Federal ID No. 87-6000209

22175

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 30 day of Dec, 2014 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**," and **AMERICAN FORK CITY**, a political subdivision of the of the State of Utah, hereinafter referred to as the "**CITY**",

RECITALS:

WHEREAS, **UDOT** agrees to partner with the **CITY** for the cost of a Main Street Vision Design along US-89 in American Fork City, MP 347.73 – MP 348.81; and

THIS COOPERATIVE AGREEMENT is written to reimburse the **CITY** for the cost of the above noted Main Street Vision Design.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY**, or through its consultant, will perform the Main Street Vision Design for the portion of US-89 noted above.
2. The total cost to **UDOT** shall not exceed **\$25,000.00**.
3. **UDOT** agrees to reimburse the **CITY** for the cost of said work upon completion of said design. **CITY** agrees to provide the final documentation of the findings of the Main Street Vision Design prior to **UDOT** releasing payment.

TOTAL ESTIMATED COST TO UDOT
\$25,000.00

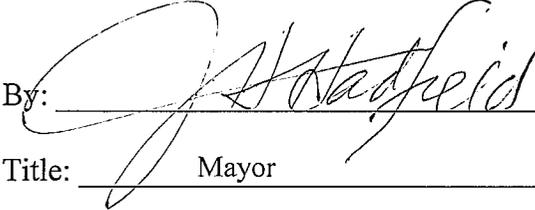
4. The **CITY** with its regular engineering forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified consultants with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, perform the work covered by this Agreement.
5. Upon completion of said work, **CITY** shall provide to **UDOT** the findings of the traffic study. Upon **UDOT**'s acceptance of work, **CITY** shall submit to **UDOT** itemized invoices depicting the cost of said traffic study.
6. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

AMERICAN FORK CITY, a political subdivision of the
of the State of Utah

By: _____

By: 

Title: _____

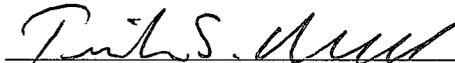
Title: Mayor

Date: _____

Date: October 29, 2014

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

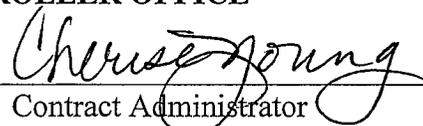
By: 
Region 3 Utilities and Railroads Leader

By: 
Region Director

Date: 12/29/14

Date: 12/30/14

COMPTROLLER OFFICE

By: 
Contract Administrator

Date: 1-7-15

AGREEMENT FOR PROFESSIONAL SERVICES
Engineering, Design and Construction Services for the
Main Street Vision Study Phase II

WHEREAS, this Agreement is entered into between American Fork City (hereinafter known as the “City”), a municipal corporation in the State of Utah, and Project Engineering Consultants, (hereinafter known as the “Consultant”); and

WHEREAS, this Agreement requires the Consultant to perform all Engineering, Design and Construction services for the Art Dye Roundabout and Bridge Crossing project (hereinafter known as “The Project”), for the City. In consideration of mutual consent the parties agree as follows:

1. SUMMARY OF PROJECT

This Agreement is between the City and the Consultant whereby the Consultant will provide services as requested by the City in the ‘Request for Proposal’ (RFP) documents, attached as Exhibit “A”.

2. AUTHORIZATION TO PROCEED

Execution of this Agreement by the City will be authorization for the Consultant to proceed with the Project, pursuant to the hereinafter stated terms.

3. CONSULTANT SERVICES

A. The City requires that the tasks set out by the Consultant as well as those tasks deemed necessary by the City be performed in a professional and competent manner using the American Fork City, APWA, AWWA standards and to the level hereinafter described and or required in the RFP.

B. The Consultant shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the specifications, requirements, and terms of the RFP.

C. The Consultant will maintain all required professional licensing.

D. The Consultant is an independent contractor and as such has the sole responsibility for paying taxes, workers compensation, and all similar obligations.

E. Services of the Consultant are described in the RFP from the City and the response to said request from the Consultant as contained in Exhibit “A” and Exhibit “B”.

F. If additional services are required of the Consultant, a change order shall be submitted by the Consultant to the City and the Consultant will be paid at either his hourly rate, or a rate agreed upon by the parties. Additional services are only authorized in a written letter format with signature by the City.

G. The City will supply the Consultant with documents necessary to complete the Project as described in the RFP. All other documents, measurements, data and other measures necessary to complete the project shall be the responsibility of the Consultant.

4. COMPENSATION AND PAYMENT

A. Compensation for the Consultant's services as herein described shall be per Request for Proposal (RFP) which shall include all costs and services necessary to completion of the Project unless jointly determined to be otherwise by both parties. See Consultant response to RFP as contained in Exhibit "B".

B. The Consultant will submit partial payment requests on the last day of each month. Payments shall be due within 60 days of receipt of the invoice. The invoice shall be sent to the City's project manager as appointed by the City Engineer for review and processing by the City. Deviation from this format may cause delay in payment by the City.

C. The Consultant may discontinue work on the Project by issuing the City a written fourteen-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices. The Consultant accepts no liability for damages or delays that result from its suspension of work. The City may not use information or work product provided by the Consultant until full payment is made. Upon full payment of work that has accrued to any point in the project, said work shall become the property of the City. This shall include both digital and hard copy documents and other work completed on or towards the project.

D. Consultant shall upon request provide the City with lien waivers for any sub-consultant, supplier or other contributor to the project prior to final payment.

5. INSURANCE

The Consultant will maintain adequate insurance coverage for the tasks to be performed throughout the term of the Agreement and as required by any funding agencies for the project.

6. LIMITATION OF LIABILITY

A. The Consultant will obey all federal and state laws pertaining to employment.

B. The Consultant shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control or subcontract of the Consultant.

C. The Consultant shall be solely responsible for any damages or delays caused by its action or delay thereof.

D. The City shall indemnify and hold the Consultant harmless unless the acts have been negligent, errors or omissions of the Consultant. Commensurately the Consultant shall indemnify the City and add the City as an additional insured party on Consultants liability insurance.

E. Neither the City nor the Consultant is responsible for circumstances, acts of God, etc. beyond the control of either party.

F. Neither the City nor the Consultant shall be liable for consequential damages or indirect liability from a third party. The City and the Consultant will defend and hold the other party, its subcontractors and agents harmless in said cases.

7. TERMINATION

A. This Agreement may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this Agreement. Said termination shall be under the following conditions:

- 1) Upon written receipt of notice if the nonperformance or breach is incapable of cure, or
- 2) Upon the expiration of fourteen (14) calendar days (or such additional cure period as the non-defaulting party may authorized) after receipt of written notice if the nonperformance or breach is capable of cure and has not been cured.

B. Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party.

C. If the Project is terminated, the Consultant is entitled to full compensation as computed by the parties for the work completed up to the point of termination.

8. ASSIGNMENT

This Agreement shall be binding on the heirs, successors and assignees of each party. This Agreement may not be assigned, transferred, conveyed, or encumbered by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

9. GOVERNING LAW

A. The laws of the State of Utah shall govern all aspects of this Agreement.

B. Jurisdiction is in Utah County, Utah.

10. ATTORNEY FEES

In the event any action or proceeding is brought by any party against any other party under this Agreement, the prevailing party shall be entitled to recover attorney fees and costs in any such

amount as the court may adjudge reasonable. The financial limits of the Agreement are not a waiver to this clause.

11. SEVERABILITY

The Provisions of this Agreement are severable, and should any provision be void, overly broad or unenforceable, such provision shall not affect any other portion or provision of this Agreement.

12. WAIVER

Any waiver by either party of any breach by the other party, whether said waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the other party.

13. NOTICE

All notices, demands, and requests required or permitted hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the designated contacts indicated below.

14. HAZARDOUS SUBSTANCE INDEMNIFICATION

To the extent permitted by law and to the extent that the Consultant is not the cause of the pollutants, the City shall indemnify and hold harmless the Consultant against claims arising from hazardous waste, pollutants, contaminates, or asbestos or our about the City's property. This exemption shall not apply when the Consultant has been notified in advance of the contaminants by the City or its assigns.

15. CONTRACTOR'S METHODS AND PRICES

The City acknowledges that the Consultant will provide construction cost estimates based upon its experience and judgment and that the Consultant makes no guarantee regarding actual construction costs as bid a contractor.

16. CONTRACTOR'S PERFORMANCE INDEMNIFICATION AND ADDITIONAL INSUREDS.

If the project involves construction by a third party contractor of any kind which is not acting as a subcontractor or assign for the consultant, the parties agree that the City and the Consultant shall be indemnified by the contractor to the fullest extent permitted by law for all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the contractor's performance of work. This includes any injury to any worker on the job site except for negligence that arises out of the City or Consultant. Both the City and the Consultant shall be named as additional insureds by the contractor's General Liability and Builders All Risk insurance policies as applicable and appropriate for the project. It shall be the responsibility of the Consultant

to ensure that these provisions are included in construction contracts with wording acceptable to both parties in the received contractor's insurance policy documents.

17. CONTRACTOR'S SAFETY METHODS

Neither the City nor the Consultant shall be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for contractor's failure to carry out work in a safe manner. Consultant shall advise both the City and the contractor if practices which cause potential safety concerns are observed.

18. CONTACTS

CITY

Andy Spencer, American Fork City Engineer
American Fork City Public Works Office
275 East 200 North
American Fork, Utah 84003

Cathy Jensen, American Fork City Finance Director
American Fork City
51 East Main Street
American Fork, Utah 84003

CONSULTANT

19. ATTACHMENTS

The following attachments are included and made part of this Agreement:
Exhibit "A" – Request for Proposal (RFP) from the City to Consultant including all addenda.

Exhibit "B" – Consultant response to RFP

20. SPECIAL PROVISIONS

Commencing with execution of the contract, Consultant shall only be authorized to proceed with the scope as outlined in the RFP. Consultant shall receive written confirmation from the City's appointed project manager before proceeding with any given phase of the project. Consultant shall receive a written designation from the City Engineer or other City contact official as named herein regarding the City's project manager for the project.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, and may only be changed by written amendment executed by both parties. By signing this, the undersigned swear that they are duly designated and have the power to sign this document for the respective parties.

Approved for American Fork City:

Accepted for: **Project Engineering Consultants**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

City Recorder



Exhibit 'A'

AMERICAN FORK PUBLIC WORKS
275 EAST 200 NORTH
AMERICAN FORK, UT 84003
801-763-3050

**American Fork City
Public Works / Engineering
Request for Proposals (RFP)
Main Street Vision Phase II**

American Fork City (AFC) in conjunction with Mountainland Association of Governments and the Utah Department of Transportation (UDOT) recently completed a study of the Main Street area in American Fork City. The study is known as the Main Street Vision Study. The City, UDOT, and Mountainland Association of Governments (MAG), now seek to progress this study to a level allowing for detailed planning of improvements associated with the identified Corridor. The City seeks to contract with a consulting firm to create a detailed concept plan for the corridor from which future planning and budgeting can be prepared. The concept plan will also allow for specific and selected improvements to occur on the corridor ahead of the full implementation of the plan. Selected consultant will be responsible to provide the identified minimum scope measures. Selection of the consultant will be based upon a fixed price, variable scope process. The selected consultant will be deemed to provide the most qualified/project suited team while providing the most extensive scope.

Point of Contact: Questions concerning submission of a proposal in response to this RFP should be addressed to the American Fork Public Works/Engineering office named below:

Adam Olsen
Senior Planner
275 East 200 North
American Fork, UT 84003
Phone: 801-763-3060
Fax: 801-763-3005
aolsen@afcity.net

Andy Spencer P. E.
City Engineer
275 East 200 North
American Fork, UT 84003
Phone: 801-763-3050
Fax: 801-763-3005
aspencer@afcity.net

Mr. Olsen and Mr. Spencer will not be available to meet individually with proposing parties. They will respond as available via phone or email.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions, amendments or supplements will be provided to all recipients of this initial RFP and all who have requested information in writing by emailing joann@afcity.net or sending a written response via US Mail to JoAnn Scott at the address indicated above. Oral communications shall not be binding to AFC and can in no way modify the terms, conditions, or specifications of this RFP or relieve the successful firm(s) of any obligations under any contract resulting from this RFP.

Objective:

American Fork City is soliciting proposals from qualified firms, groups of firms or individuals to create a detailed concept plan for the Main Street corridor between 500 East and 500 West in American Fork. The goal is to provide a base conceptual design creating a modern boulevard theme or similar alternative that will enhance traffic flow, improve safety and create an aesthetically pleasing corridor through the heart of the City. The plan should utilize sustainable concepts relative to landscaping, lighting, islands and other theme elements that beautify the corridor while preserving functionality and promoting commercial growth. All previous planning efforts should be put together into one feasible corridor plan with a defined budget and anticipated timeline.

The corridor will be upgraded with new City utility systems. Project budgets will include an option for a corridor pavement reconstruction. All drainage systems on the corridor will be replaced/upgraded as well.

It is requisite to identify if implementation of the UDOT and American Fork City Bicycle and Pedestrian Master Plan is spatially possible within the corridor.

As work may be phased as funding is available, the concept plan should allow for specific and selected improvements to occur on the corridor ahead of the full implementation of the plan. Selected consultant will be responsible to provide the identified minimum scope measures.

Items to be addressed and evaluated:

1. Parking and user comfort while maximizing on-street parking
2. Pedestrian friendly movement in the corridor
3. Landscape and street furniture (islands)
4. Lighting, addressing theme and locations
5. Bicycle traffic patterns and locations implementing a N – S interface with the plans
6. City utility replacement including basic layout for budgeting
7. Drainage replacement including basic layout for budgeting
8. Pavement reconstruction including budgeting figures
9. General layout to embrace all known future signals and expansion projects on the corridor

Reference materials:

1. Main Street Vision Plan
2. American Fork City Vehicular and Bicycle/Pedestrian Master Plan
3. UDOT Active Transportation Plan
4. 2008 Environmental study of the corridor to 200 East (SR-74)
5. Conceptual layovers for 100 East expansion
6. Conceptual drawings for 200 East / Main Street signalization
7. Conceptual drawings for 500 East / US-89 intersection expansion
8. American Fork City Water, PI, Sewer, and Storm Drain Master Plans

9. American Fork Irrigation Company Ditch Plan

Submission Guidelines:

To be considered by American Fork City, the City is requesting (1) one pdf copy of the complete proposal which must be received no later than **4:00 p.m. July 21, 2015**. Submittals should be submitted to joann@afcity.net . Please identify in the subject line that this is an RFP for the Main Street Vision Plan.

Late Proposals:

Any proposal received by the city after the 4:00 pm July 21, 2015 will not be considered.

Minimum Project Scope:

Listed in anticipated sequence,

1. Meet with project management team in a minimum of two brain-storming sessions to identify the feasible design elements, improvements, and street fixtures/furniture that will be acceptable for implementation on the corridor. This step will also identify if a bicycle facility is feasible on the corridor.
2. Using UDOT LiDAR mapping data supplemented by field survey as necessary, create preliminary horizontal concept plans for improvement of the corridor from the US-89/Main Street intersection on the west (approximately 500 West in American Fork) to the 500 East/US-89 intersection. Concept plans shall consider the Environmental Documentation completed in 2008 by UDOT while balancing the Main Street Vision study's goals and objectives. A signal is also planned for 200 East / State Street. This signal shall be conceptually included in layouts.
3. In conjunction with City staff, advertise and conduct a public involvement meeting to gather input from stake holders regarding improvements to the corridor at the American Fork Senior Center. Advertisement will be a partnered effort between City and consultant. City will pay costs of any mailing or other non-digital communication method.
4. Refine preliminary plans based upon input received in the public meeting and present findings and suggestions to the project management team.
5. Refine preliminary plans based upon project team comments.
6. Prepare/attend a joint work session between the American Fork City Planning Commission and City Council to present preliminary plans and gather input. This meeting will also involve the public and a public input forum.
7. Refine preliminary plans based upon input received.
8. Meet with project management team to present findings and updated preliminary plan.
9. Prepare a final document for review and adoption by both the American Fork City Planning Commission/City Council and UDOT. Attend meetings as necessary for adoption of the concept plans.

10. Adopted plan will become a local area plan in the American Fork City Transportation Master Plan.
11. Final deliverable to be the following
 - a. Contain dimensioned horizontal geometric roadway plans for the corridor
 - b. Contain renderings or manufacturer drawings or specification sheets for acceptable thematic improvements such as street lights, benches, etc.
 - c. Contain schematic landscape plans for the corridor identifying tree locations and types of landscape improvements (i.e. planting areas, rock beds, grass areas, etc.)
 - d. Provide a corridor reconstruction budget that is divided into phases as directed. Each phase shall identify major UDOT budget items and major American Fork budget items for aesthetic betterments and utility line improvements.
 - e. Provide a section for insertion of American Fork City adoption resolution. City attorney will prepare actual resolution document.
12. Final deliverable shall be provided in both electronic and paper copies. Both American Fork and UDOT and MAG shall be provided up to 10 paper copies each of the final study/deliverable.

Proposal Guidelines:

Each proposal should contain the following:

1. A Cover Letter is required and should display clear understanding of the work, including a positive commitment to complete the work in the specified time-period, and briefly summarize why the firm should be selected. Address and contact information for each party in a proposed joint venture should be included.
2. Qualifications: Proposer submittals must include a statement of qualifications documenting the relevant qualifications of the firm or firms, as well as information summarizing the relevant qualifications of the personnel involved. A discussion of the firm's experience in municipal utility design and construction services should also be included along with any projects intended to show the firm's experience in similar type work.
3. Cost Proposal: Proposers must submit a cost proposal confirming they can perform all work for a fixed price using the form provided as Attachment 'A'. Cost Proposals may also detail on additional pages a scope of work plan if additional services are proposed beyond those listed in the RFP. There will be no advanced payment for start-up.
4. Project Approach: Consultant shall furnish a one-page summary of planned project design concepts, theme, features, and other items deemed pertinent to evaluate consultant's ability to complete the project.
5. Scope: Consultant shall identify any value-added services that will be provided beyond the minimum scope.

Proposals shall be limited to (6) six single-side pages. Cover letter and binding pages and price proposal sheet and required forms shall not be counted toward the maximum page limit. Oversize pages (11 x 17) will count as one page.

Termination:

1. The contract may be terminated for any reason by American Fork City upon thirty (30) days written notice to the Proposer, without prejudice to any other right or remedy American Fork City may have.
2. Failure of the Proposer to adhere to any of the performance requirements of the RFP shall be cause for termination.
3. The contract may be terminated for any reason by the Proposer upon ninety (90) days written notice to the City.

Payments:

Payments may be withheld from the Proposer by City in order to protect City from loss due to:

1. Liens or claims filed against Proposer, or reasonable evidence of probable filing.
2. The Proposer's failure to promptly pay subcontractors or suppliers for labor and/or services accepted by the Proposer.
3. Failure to perform.
4. Final payment requires lien release from all subcontractors.

Inspection and Acceptance:

American Fork City or its authorized representatives shall have the right to enter premises of the selected bidder, or such other places where RFP services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the RFP. The selected proposer must provide reasonable access to all facilities and assistance to American Fork City or its authorized representatives.

Independent Contractor:

1. Proposer states and affirms that he is acting as an independent design professional or firm, holding himself out to the general public as an independent design professional or firm for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from American Fork City, and this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
2. The parties intend that an independent contractor relationship will be created by this AGREEMENT. American Fork City is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Proposer. Proposer is not to

be considered an agent or employee of American Fork City for any purpose, and the employees of the Proposer are not entitled to any of the benefits that American Fork city provides for City's employees. It is understood that American Fork City does not agree to use Proposer exclusively. It is further understood that Proposer is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with American Fork City.

3. Both parties agree that Proposer shall be deemed an independent design professional or firm in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Proposer shall have no authorization, express or implied, to bind American Fork City to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for American Fork City. The compensation provided for herein shall be the total compensation payable hereunder by American Fork City.

Assignment:

The parties to this contract shall not assign said contract, or any part hereof, without the prior written consent of the other party to the contract. No assignment shall relieve the original parties from any liability hereunder.

Disposition of Proposals:

1. All proposals (and the information contained therein) shall become the property of American Fork City. No proposal shall be returned to the respondent regardless of the outcome of the selection process.
2. American Fork City will award a contract in reliance upon the information contained in proposals submitted in response to the request for proposals. American Fork City will be legally bound only when and if there is a signed contract entered into between American Fork City and the awarded proposer.
3. It is important that any person who signs a bid or RFP on behalf of a respondent certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
4. Receiving of this request for proposal or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this request for proposal. American Fork City shall have no liability to any person or entity under or in connection with this request for proposal, unless and until American Fork City and such person have executed and entered into a contract pursuant to the terms of this request for proposal.
5. By responding to this request for proposal each responding party acknowledges that neither American Fork City nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this request for proposal. The responding

party further agrees that neither American Fork City nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this request for proposal process or the use of the information contained in this request for proposal. Only the terms and conditions contained in the contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, any be relied upon by the parties in any manner as having any legal effect whatsoever.

Attorney's Fees:

If City shall be made a party to any litigation commenced by or against Proposer arising out of Proposer's operations and as a result of which Proposer is held liable, in whole or in part, by settlement, adjudication, or otherwise, then Proposer shall pay all costs and reasonable attorney fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Indemnification:

In addition to the insurance and bonding requirements as set forth in this RFP, the Proposer must undertake and agree to defend, indemnify and hold harmless the City, its departments, boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of actions, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, and damages or liability of any nature whatsoever, for: death or injury to any person, including Proposer's employees and agents, or damage of or destruction to any property of either party hereto or of third persons, in any manner arising by reasons of or incident to the performance of the contract on the part of Proposer, its officers, directors, agents, servants, employees, contractors, whether or not contributed to by any act or omission of City or any of the City's boards, officers, agents, or employees.

Completion

Time is of the essence. Proposals shall include a self-imposed completion deadline by the consultant. Completion schedule will be considered as part of the selection criteria. An aggressive completion schedule will be viewed as favorable.



American Fork Public Works
 275 East 200 North
 American Fork, UT 84003
 801-763-3050

**American Fork City
 Public Works / Engineering
 Request for Proposals (RFP)
 Main Street Vision Phase II**

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:
Price \$50,000.00 Lump Sum		

Signature of authorized representative:

Date: _____



AMERICAN FORK PUBLIC WORKS
275 EAST 200 NORTH
AMERICAN FORK, UT 84003
801-763-3050

**American Fork City
Public Works / Engineering
Request for Proposals (RFP)
Main Street Vision Phase II**

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this _____ day of _____, 2015, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number _____

{AFFIX CORPORATE SEAL HERE}

Proposer
(Name of sole ownership, corporation or partnership)

(Signature of Authorized Representative)

Title

Exhibit 'B'



American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

**American Fork City
Public Works / Engineering
Request for Proposals (RFP)
Main Street Vision Phase II**

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name: Project Engineering Consultants		
Address: 986 West 9000 South		
West Jordan, Utah 84088		
Representative: Lars Anderson		
Title: Project Manager		
Phone: 801.953.5578	Fax: 801.495.4244	
Email address: landerson@pec.us.com		
Insurer: Hancock International	Policy #: 680-326M3684-TIA-13	Coverage Amounts: \$2,000,000
Price \$50,000.00 Lump Sum		

Signature of authorized representative:



Date: July, 21, 2015

21 July 2015

Adam Olsen & Andy Spencer
275 East 200 North
American Fork, Utah 84003

Subject: American Fork City Public Works/Engineering Request for Proposals Main Street Vision Phase II

Dear Mr. Olsen & Mr. Spencer:

American Fork City (City) with Mountainland Association of Governments (MAG) and the Utah Department of Transportation (UDOT) is seeking a consulting firm to create a detailed concept plan for the Main Street corridor in the City.

Project Engineering Consultants Ltd. (PEC) is an established landscape architecture and transportation engineering firm that will provide American Fork City with a concept plan with the following elements:

- a modern boulevard with sustainable landscaping, lighting, and other features;
- alternatives that will enhance traffic flow and improve safety; and
- a defined budget accompanied with an anticipated timeline.

By choosing PEC to develop this concept plan, the City will gain a firm that is committed to completing the work by November 15, 2015, has recently completed similar projects, and can meet the goals set forth by the City by involving our local staff of landscape architects and transportation engineers. Because services required for this project can be provided in-house, PEC can better manage project schedule and provide a competitive design for the cost.

In addition, the City will be able to collaborate easily with PEC because of our proximity to the project location and because of our commitment to communication and stakeholder involvement. PEC will involve the City in every phase of the project, working as an extension of the City to meet the goals of the project. As an added value to the project, two of our key team members, Lars Anderson and Geoff Dupaix, live in the community.

Lars will serve as project manager for this project and as key contact person. If you have any questions about our qualifications, please contact Lars by email at landerson@pec.us.com or by phone at 801.953.5578.

Sincerely,

Project Engineering Consultants Ltd.



Lars Anderson, ASLA
Principle
801.953.5578

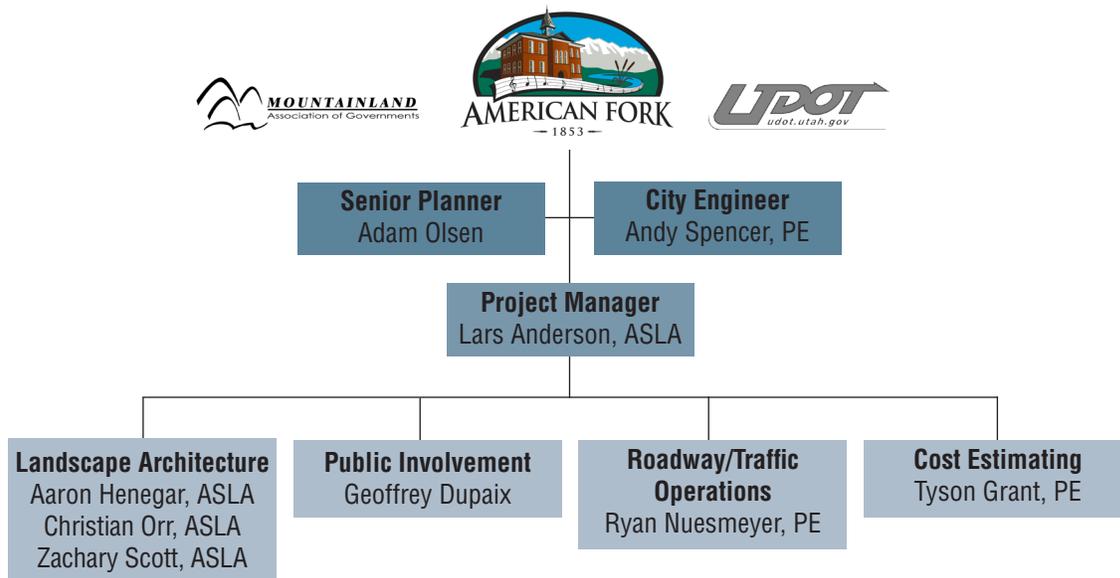


Statement of Qualifications

Project Engineering Consultants (PEC) is a multidiscipline engineering firm providing services to government, municipalities, and private clients for more than 30 years. PEC specializes in landscape architecture and transportation engineering, bringing an engineering background that will be ideal for the American Fork Main Street Vision Phase II concept plan.

Our project manager and many of our skilled staff who are available for this project are current or former residents of American Fork City and have a vested interest in the continued success of the community.

Personnel Qualifications



Project Manager | Lars Anderson, ASLA

Education: MLA Landscape Architecture, Utah State University; BS Environmental Science, Brigham Young University



Lars has 17 years' experience working for UDOT and PEC as a project manager, regional environmental manager, and landscape architect. In these capacities, Lars has managed landscape projects for various municipalities throughout Utah, including Cedar Hills, Lehi, Orem, Alpine, Saratoga Springs, Spanish Fork, Cedar Hills, and West Jordan, Utah. Projects in these cities have ranged from parks, trails, recreational areas, interchanges, and roadways. Having worked in both the public and private sectors, Lars brings a rounded skill set and a broad understanding of the construction industry to the projects he manages.

Landscape Architecture | Aaron Henegar, ASLA

Education: MS Landscape Architecture, University of Arizona; BS Resource Management, University of Montana



Aaron has 17 years' experience creating master plans, aesthetic designs, and landscape plans for communities, parks, and roadways throughout Utah. Aaron led much of the aesthetic design efforts for the Mountain View Corridor, Porter Rockwell Road, and Red Hills Parkway in Utah. He designed the Spanish Fork Main Street Interchange in Utah. His undergraduate background in resource management has influenced his perspective and design approach to be more environmentally focused.



Landscape Architecture Zachary Scott, ASLA

Education: BS Landscape Architecture, Utah State University



Zachary has five years' experience creating landscape designs for cities, residential communities, and commercial projects. He has exceptional design skills, knowledge of plant material and wetlands, and communications skills that aid him in creating a landscape design that is catered to each project. Zach has on-site construction management experience that he can draw upon when creating designs. With this experience, he has cultivated the ability to create designs that are functional and low maintenance within scope, schedule, and budget.

Landscape Architecture Christian Orr, ASLA

Education: BS Landscape Architecture, Utah State University

Christian has five years' experience on various residential and commercial planning projects. He has produced presentation graphics within each project phase that communicate design intent and ideas. He is experienced in preparing photo-realistic 3-D modeling, specifications, and construction drawings. Christian prepared graphics for the Provo University Avenue Realignment and the Wasatch Railroad Trails. He completed monument and sign designs for Clearfield City. Christian was involved with the Spanish Fork LID concept plans, as well as the Bunkerville/Mesquite Overpass aesthetics plan. He also completed designs for Saratoga Springs Regal Park. He has researched and designed low-impact development stormwater management systems.

Public Involvement Geoffrey Dupaix

Education: BA Communications, Brigham Young University



Geoff is resident of American Fork, is a former member of the American Fork Planning Commission, and worked on the original Main Street Vision Study. Geoff's background in public involvement includes the management of the daily communications and public outreach for UDOT's \$1.725 billion Utah County I-15 Corridor Expansion (I-15 CORE) for three years. For nearly a decade, Geoff led all UDOT Region 3 communications and community outreach efforts. During that time, he worked one-on-one with residents, government leaders, business owners, and media to ensure that project impacts were successfully communicated and adequately coordinated. Geoff understands that great communication and outreach requires proactively informing people and helping them know what to expect, when to expect it, and how to cope with the effects of civil engineering projects.

Roadway/Traffic Operations Ryan Nuesmeyer, PE

Education: MS Civil Engineering, University of Utah; BS Civil Engineering, University of Utah



Ryan has experience providing design for roadways, utilities, intersections, and signals on transportation projects ranging from the I-15 Layton Interchanges to the Draper Lonepeak Signal projects. He has led the design for many roadway and signal projects for UDOT and cities. Ryan recently completed the Spanish Fork River Trail design and collaborated with the city on their LID development. He has extensive experience preparing plans, specifications, estimates, and advertising documents for both urban and rural roadways. Ryan will use his diverse roadway design experience to provide a design that will increase sight distance, reduce crash frequency, and is constructable.

Cost Estimating Tyson Grant, PE

Education: BS Civil Engineering, Utah State University

Tyson has been providing site civil engineering services for 11 years. He has completed projects ranging from small commercial site developments and subdivisions to large roadway and highway designs. By accurately estimating project costs, Tyson provides clients with effective and simple solutions to sometimes complex problems. Tyson has providing cost estimating on projects throughout Utah, including the I-15 CORE, Regal Park in Saratoga Springs, and East Village in Sandy.



Relevant Projects

Pioneer Crossing

UDOT



Pioneer crossing included 7 miles of new roadway starting at I-15 and American Fork Main Street extending west to Redwood Road in Saratoga Springs. A total of four structures were included on the project and a full diverging diamond interchange at I-15 was the first to be constructed in Utah. Several environmental challenges were faced on this project, including relocation of a BOR aqueduct through wetlands and under the Jordan River, noise mitigation for residents and an elementary school, hazardous materials mitigation, and a pair of red-tailed hawks nesting in a tree on the proposed alignment. Lars Anderson provided environmental oversight for the preparation of the procurement documents and authored the sections of the RFP that related to environmental, landscape architecture, and aesthetics.

Spanish Fork Main Street

UDOT



PEC worked with Spanish Fork City and UDOT to improve the landscape and aesthetics on the Spanish Fork Main Street and I-15 Interchange. PEC provided the aesthetics package, construction documents, and construction administration. PEC worked with the city to reduce maintenance requirements and create a memorable entry to Main Street. We used cobble rock and dry stream beds to manage the storm water from I-15 and included strategically placed turf grass near the end of the off-ramp to create a friendly atmosphere for those visiting the city. A custom monument sign with low voltage lighting was included in the project. PEC followed principles of xeriscape by grouping the plantings and incorporating a variety of rock mulches.

12300 South; ThrU-Turn

UDOT



PEC was contracted by UDOT to perform survey, right-of-way (ROW), and roadway design services for the intersection of 12300 South and State Street (Minuteman Drive/Factory Outlet Drive). Various solutions were considered, and a ThrU-Turn intersection was selected as the preferred alternative in part because of the minimal impacts to ROW and businesses created by this alternative. Due to the type of project and construction methods, accurate survey and detailed mapping was key to successfully tying in at driveways and other features of the roadway. PEC also prepared ROW documents for use during design and acquisition.

2100 North, Mountain View

UDOT



The 2100 North project is a new four lane arterial road (approximately 3 miles) that connects Redwood Road to I-15 in Lehi. PEC coordinated all landscape, aesthetics, and irrigation designs. The landscape and aesthetics included landscaped medians and park strips, wall and bridge treatments, and a monument sign for the City of Lehi. Several key components that were addressed included pedestrian crossings, bridge aesthetics, and park strip planting. For example, the school pedestrian crossing in the medians were designed to improve safety while providing pedestrians and motorists visual appeal and safety. As part of this project, the aesthetics theme for the entire Mountain View Corridor project was established.

Mountain View Corridor

UDOT



The Mountain View Corridor is a freeway, transit, and trail system in western Salt Lake and northwestern Utah counties, serving 13 municipalities. The PEC design team completed the landscape and aesthetics design of the entire 15-mile segment. The responsibility of the design team included the implementation of unique design elements that tied in with communities impacted by the new freeway. The design of unique bridges, signs, and landscape made this project challenging. PEC satisfied the toughest critics of this project by providing in-depth, 3-D perspectives of the major design components.



Project Approach

Design Parameters

Project Engineering Consultants (PEC) has considered the American Fork Main Street Vision Phase II as design consultants, residents, and Steel Days’ participants. As residents and frequent visitors of American Fork, we understand the importance of Main Street as an economic engine, gathering place for residents, and identity of the community. We understand the design theme must visually communicate the sense of community and decades of history found on Main Street. As we evaluated the primary characteristics of Main Street American Fork, we developed three main identifiers for Main Street Vision Phase II:

1. Steel—The Steel Days events span an entire week. Members of the community love this annual event, and the parade—one of the biggest in Utah—is the heart of the week-long activities. The Main Street Vision should take this into account and cannot impede, hinder, or otherwise impact the parade; rather, the vision should enhance, improve, and celebrate American Fork City.



The Steel Days parade is a staple of American Fork City.

2. Music—The American Fork community identifies with music. The Alpine Stake Tabernacle at 110 East and Main Street has a history of hosting musical events. In addition, the American Fork High School marching band is one of the best in the country. When people think of American Fork, they think music.



The American Fork High School marching Band is a community icon.

3. Historic Buildings—The Bank of American Fork, built in 1911, and the Alpine Stake Tabernacle, completed in 1914, are icons in this community. Between these two buildings, a string of historic buildings and facades front the American Fork Main Street. Whatever vision is adopted for Main Street, the architecture of these buildings should be celebrated and included in the Main Street Vision.



The Alpine Stake Tabernacle is one of many historical buildings along Main Street.

Design Theme

In anticipation of this project, the PEC team has been developing a theme for American Fork Main Street during the past several months. We have used the three identifiers described above to develop a Victorian design theme for the project. The



PEC will incorporate Victorian elements into the Main Street Vision.

Victorian architecture is already present with many of the buildings and structures, including the Alpine Stake Tabernacle. As this theme is developed, future buildings can replicate the Victorian architecture. While this theme is already woven into the fabric of Main Street, it can be elevated by more clearly incorporating Victorian site elements into the Main Street Vision.

The theme will be incorporated throughout Main Street, beginning on the West end of Main Street at 500 West. At this location, we propose the placement of two clock towers, one on the north side and one on the south side of the street. The clock towers will provide a highly visible entrance as residents and visitors enter the Main Street corridor. The clock towers can also act as anchors to display banners across Main Street to advertise special events such as Steel Days. These clock towers will become the icon for West Main just as the tabernacle has become the icon for East Main.



PEC proposes the placement of two clock towers to welcome residents and visitors to American Fork City.

Other ways to incorporate the Victorian design theme into Main Street include the use of Victorian pavers, street lamps (replacing the UDOT cobra heads), benches, and planter boxes. New street elements will strengthen the Victorian theme and the already present Victorian



PEC suggests the use of Victorian pavers as part of the vision.

architecture. As we incorporate these design elements, we will keep in mind that these features must be durable and movable for events such as the parade or for maintenance work.



Scope

1. Parking and user comfort

The PEC team will consider various parking solutions to improve the parking along Main Street. One such solution could be to modify the side street parking from 45 degrees to 90 degrees where it can be done safely.

2. Pedestrian friendly movement

Pedestrian friendly movement means the corridor has enough space for pedestrians to walk without running into bicycles, other shoppers, restaurant patrons, or site features. The PEC team proposes widening the sidewalks in the shopping district (200 West to 100 East) and creating a landscape feature through the re-alignment of 200 East with Main and State streets.



3. Landscape and street furniture (islands)

Landscape planters typically slow motorists. The City of Lehi witnessed this with the moveable plants along Lehi Main Street. The

PEC team proposes the use of Victorian-themed, moveable plants, with either trees or Victorian street lamps located in the median of Main Street. This will reinforce the theme, calm traffic, and will not block the businesses along Main Street. The turn lanes at the intersections will function as they currently do. We also recommend narrowing the center turn lane to 10 feet to allow for more widening and improvements of the sidewalks and drainage along Main Street.

4. Lighting, addressing theme & locations

The PEC team proposes the use of a Victorian-themed lighting plan. This will include replacing the UDOT cobra heads as well as pedestrian lighting. At intersections, we propose the use of reasonably-priced, black, powder-coated signal arms and lighting, which will also help to reinforce the Victorian theme.

5. Bicycle traffic patterns

Generally, bicycle traffic in the area does not travel east to west along Main Street. Most cyclists prefer side streets to Main Street. However crossings are needed at key intersections such as 100 East and Center Street.



The PEC team believes we can incorporate the Bicycle and Pedestrian Master Plan into the Main Street Vision by using techniques such as sharrows and green lanes to visually indicate where bicycles should cross and wait for the signals.

6. Utility replacement

Our visioning plan will include the layout for street lighting and other utilities such as water and sewer services. Light poles or planter boxes will be strategically placed as to not interfere with utility services.

7. Drainage replacement

The PEC team includes experts in Low Impact Development (LID). Having recently developed LID standards for Spanish Fork City, the PEC team will include these cutting edge design concepts into the Main Street Vision project for American Fork. LID concepts may include placing rain gardens at the bulb-outs near the intersections to handle typical storm drainage. As an engineering firm, we will include the existing storm drain system as the LID overflow and can model the storm drainage system for the corridor with the proposed design.

8. Pavement reconstruction



PEC is a transportation planning and engineering firm. We have provided pavement reconstruction plans and prepared engineers estimates on dozens of UDOT and municipal projects. During the visioning process, we will develop a pavement design for future use that incorporates the Victorian theme with pavers but also evaluates and includes traditional roadway surface.

9. General layout to embrace all known future signals and expansion projects on the corridor

PEC has been working with Andy Spencer at American Fork City for a few years now on the concept for the 200 East/State Street/Main Street intersection. We have designed several High-T intersections and will incorporate the concept plan American Fork City provided to MAG and UDOT into this corridor plan.





REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Finance

Director Approval *C. Jensen*

AGENDA ITEM Review and action on a class “A” Beer license for Maverik #516.

SUMMARY RECOMMENDATION Finance Officer recommends approval of the class “A” beer license for Maverik #516.

BACKGROUND Maverik #516 is a new gas station/convenience store located at 1078 East State Road. John D. Hiram has applied for a class “A” beer license on behalf of the establishment. Please see the attached application.

According to Section 5.08.050 (Retail beer licenses) the parameters for the class “A” retail license is that the class “A” license will allow the licensee to sell beer on their premises in the originally-labeled containers for consumption off their premises.

BUDGET IMPACT No impact to the budget.

SUGGESTED MOTION I move approval of a class “A” beer license for Maverik #516 located at 1078 East State Road.

SUPPORTING DOCUMENTS Class “A” beer license Application.



360⁰⁰

AMERICAN FORK CITY
51 East Main, American Fork, Utah 84003
Phone (801) 763-3000 • www.afcity.org

CLASS A, B, OR C BEER LICENSE APPLICATION

I hereby submit my application for a Class A Beer License to sell and/or distribute beer strictly within the terms of Chapter 5.08 of the American Fork City Code and the Liquor Control Act of the State of Utah.

Name of Applicant: John D. Hillam - Maverik #516

Home Phone: 801-447-9065 Business Phone: 801-936-5557

Home Address: 1801 S. 200 W., Kaysville, UT 84307

Addresses for the past 5 years: 1801 S. 200 W., Kaysville, UT 84307

Date of Birth: 02/03/1979 Age: 36

Social Security #: 529-53-2428 Citizenship: USA - YES

Name of business to be licensed: Maverik #516

Address of business: 1078 East State Road, American Fork, UT 84003

I hereby certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act, and that all the information I have provided in the application is true.

I hereby certify that I have never been convicted of a felony, or any misdemeanor inflicting moral turpitude, or of any violation of any law or ordinance relating to alcoholic beverages, or of drunken driving.

I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 5.08 of the American Fork City Code. I further agree to post any bonds required by the City pursuant to the terms of Chapter 5.08 of the City Code.

John D. Hillam
Signature of Applicant

Office Use Only

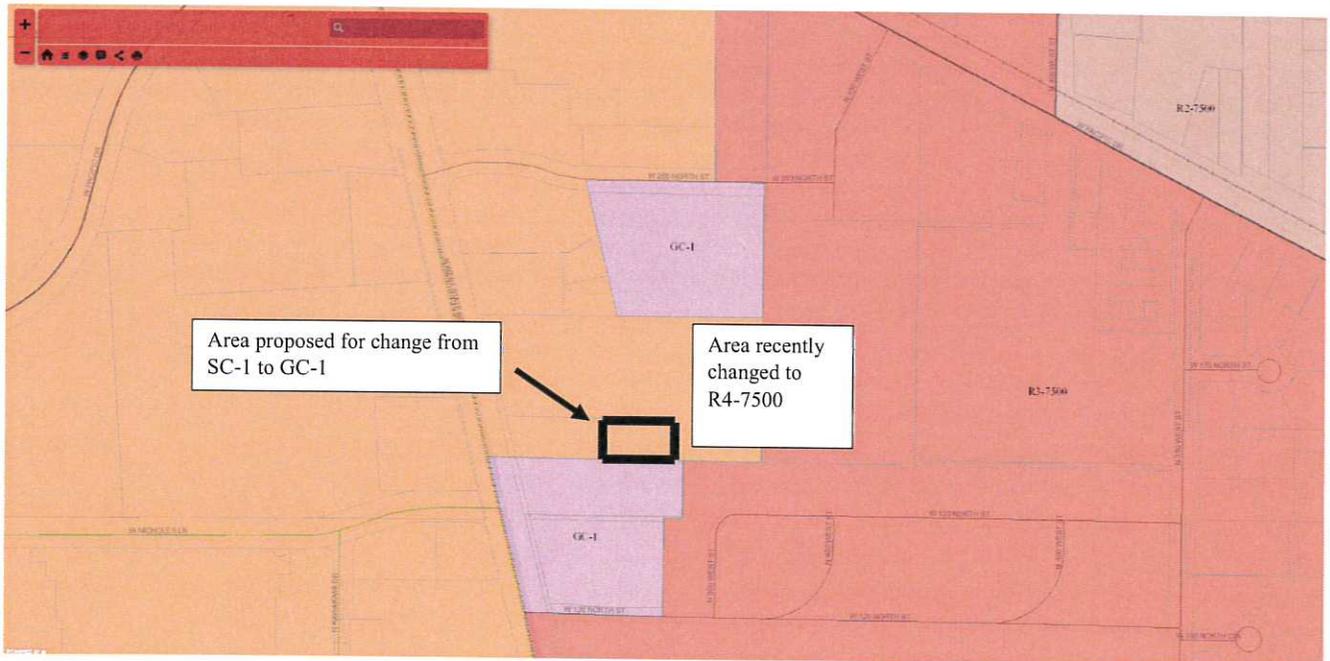
Date approved by City Council: _____ License #: _____ Completed by: _____
Amount Paid: _____ Date Paid: _____

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 135 North West State Road, from the SC-1 zone to the GC-1 General Commercial 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 11 DAY OF AUGUST, 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 Commercial
 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 LC
 Address: PO Box 2111, West Jordan, UT 84084
 Telephone: 801-562-9292 Fax: 801-562-2934
 Email: lynn@bowlercompanies.com, randy@bowlercompanies.com, heidi@bowlercompanies.com

Submit the following to **Kim E. Holindrake, Public Works Dept, 275 East 200 North**, by 3:00 p.m. on **Monday, (date)** 05/18/15

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: _____

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>0.36</u> Current Zone Classification: <u>SC-1</u>
<input 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>GC-1</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

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
4. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOO, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
5. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
7. 11.15 DU / ACRE.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

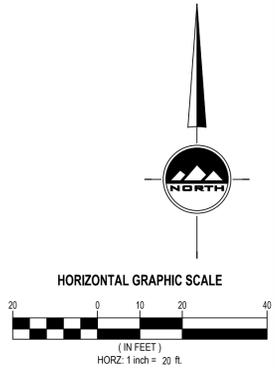
1. INSTALL 6" CURB WALL
2. INSTALL ASPHALT PAVEMENT
3. CONCRETE DRIVEWAY
4. INSTALL 4' CMU WALL
5. INSTALL GATE
6. INSTALL LANDSCAPING (DECORATIVE ROCK WITH TREES AND BUSHES)
7. COVERED PARKING
8. CATCH BASIN WITH SUMP PER AMERICAN FORK CITY DETAIL 15.14
9. PICNIC TABLE WITH CONCRETE PAD
10. REMOVE EXISTING WALL

Project : TIMP RENTALS	Project No. : 6386	 ENSIGN THE STANDARD IN ENGINEERING
By : J. Hawks	Checked By : J. Ford	
Date : 6-Jul-2015	Sheet : 1 of 1	

RETENTION CALCULATION SUMP

Area Calculations		Area Runoff Coefficients	
Hardscaped Area (A _p):	0.30 acres	C _p :	0.85
LANDSCAPE AREA (A _l):	0.00 acres	C _l :	0.20
TOTAL AREA (A):	0.30 acres	WEIGHTED C:	0.85

Runoff Calculations								
Time (min)	CA (Acres)	Precipitation (in)	Time (sec)	Soil Percolation Rate	Outflow Rate	Cumulative Runoff (ft ³)	Allowed Runoff (ft ³)	Storage (ft ³)
				4 in/hr	0.049 cfs			
15	0.25	1.15	900			1,045	44	1,001
30	0.25	1.52	1,800			1,381	88	1,293
60	0.25	1.83	3,600			1,662	176	1,486
120	0.25	2.05	7,200			1,862	352	1,510
180	0.25	2.21	10,800			2,007	528	1,480
720	0.25	2.75	43,200			2,498	2,110	388
1440	0.25	3.48	86,400			3,161	4,220	-1,059
<i>NOTE: 100 Year Storm</i>						STORAGE REQUIRED :		1,510
						STORAGE PROVIDED :		1,590



EN SIGN
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

WWW.ENSIGNENG.COM

FOR:
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000



TIMP RENTALS PARKING LOT EXPANSION

STREET
AMERICAN FORK, UTAH

CONCEPTUAL PLAN

PROJECT NUMBER: 6386 PRINT DATE: 7/7/15
 DRAWN BY: J. HAWKS CHECKED BY: J. FORD
 PROJECT MANAGER: J. FORD

C-1

**BOWLER DEVELOPMENT, L.C.
PO BOX 2111
WEST JORDAN, UT 84084
801-562-9292**

AMERICAN FORK CITY
ADAM OLSEN
CITY PLANNER
275 EAST 200 NORTH
AMERICAN FORK, UT 84003
801-763-3060

May 18, 2015

RE: Zone change application for property located at 135 North State Street in American Fork

Dear Mr. Olsen,

We are excited to develop in American Fork City. This 0.36 acre property is currently zoned SC-1, however, because of direction give from the planning commission and city council, we are in negotiations with Timp Rental to purchase this parcel of land to extend their current business operations, we would like to change the zoning to GC-1.

By changing these zones we will match the City's General Plan and we will coexist well with the new commercial development, that we hope to bring to the city, plus, support the existing commercial development in that area of your city.

Thank you again for your consideration, should you have any questions or concerns, please let me know.

Sincerely,



Lynn Bowler
Manager
Bowler Development, L.C.

AGENDA TOPIC: Hearing, review and action on a zone map amendment for Timp Rentals, from the SC-1 (Planned Shopping Center) Zone to the GC-1 (General Commercial) Zone, located at approximately 135 North West State Road.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION			
Location:		135 North West State Road	
Applicants:		Timp Rentals/Bowler Development	
Existing Land Use:		Vacant	
Proposed Land Use:		Commercial	
Surrounding Land Use:	North	Vacant (future residential)	
	South	Commercial	
	East	Vacant (future residential)	
	West	Commercial	
Existing Zoning:		SC-1 (Planned Shopping Center)	
Proposed Zoning:		GC-1 (General Commercial)	
Surrounding Zoning:	North	SC-1 (Planned Shopping Center)	
	South	GC-1 (General Commercial)	
	East	R4-7500	
	West	SC-1 (Planned Shopping Center)	
Land Use Plan Designation:		Design Commercial	
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 approximately 135 North West State Road.

Background

This request is for a portion of land that went before the Planning Commission and City Council in March 2015 for a zone change from SC-1 to R4-7500. Timp Rentals is the adjacent landowner and would like to acquire additional land for expansion of their parking area; as well as to act as a buffer between their commercial use and the future residential use proposed in the area.

When the initial zone change went before the Council, Timp Rentals petitioned the Council to consider allowing this property to remain commercial and act as a buffer between the housing units and Timp Rentals. The Council directed the applicants (Bowler Development) to work with Timp Rentals to come to an agreement on property that could be sold to Timp Rentals for this purpose.

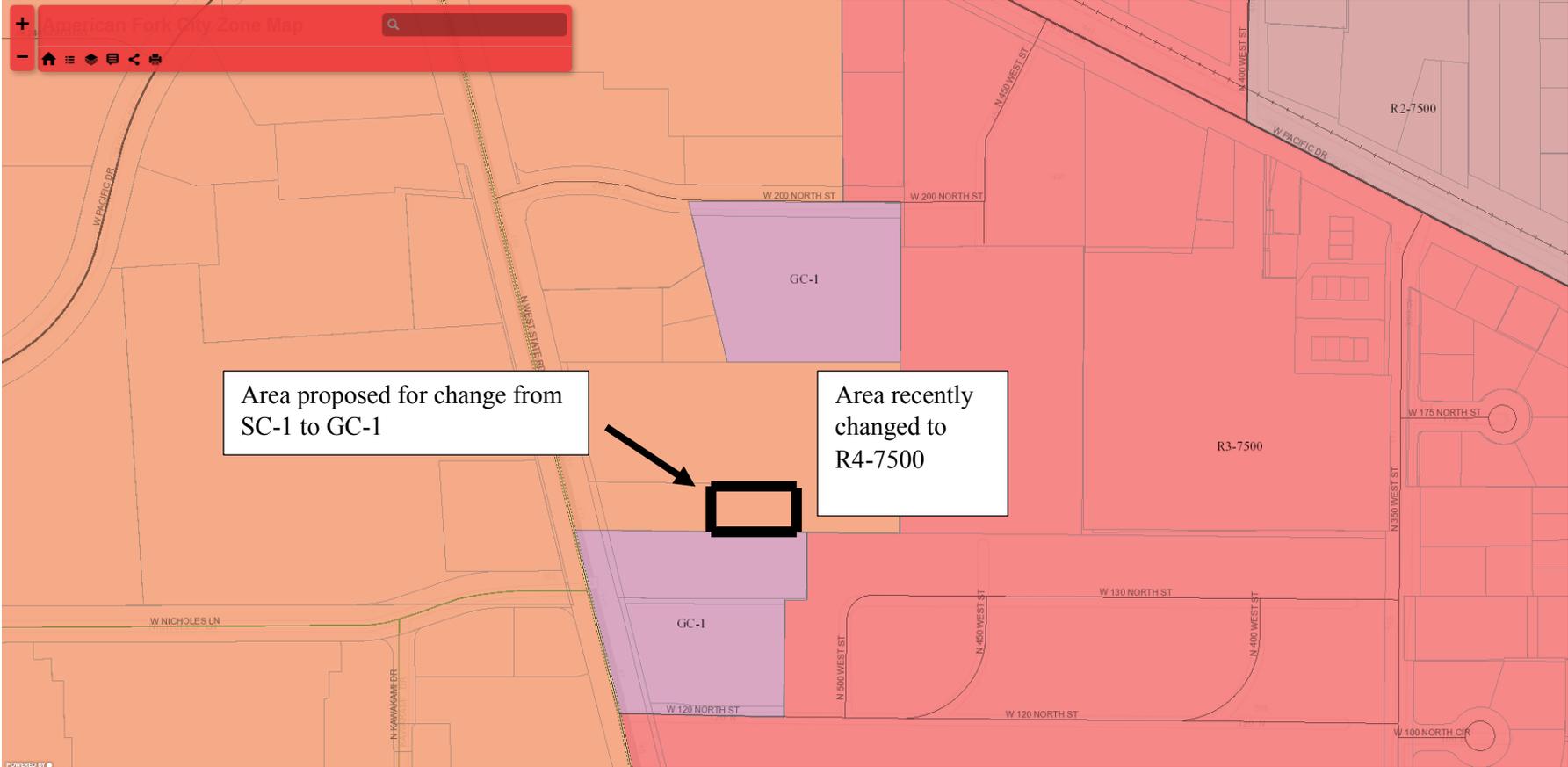
Ensign Engineering has prepared a basic site plan illustrating how this property is to be used. Timp Rentals proposes a 14' landscaped buffer along the east side of the property. Within this area are trees and picnic tables for use of Timp Rentals Employees. At the eastern edge of this landscaped area, a 4' CMU wall will be installed. A small, landscaped buffer area is proposed along the north side of the property, with another 4' CMU wall.

Staff has stressed the importance of this area acting as a true buffer; as that was the concern expressed by Timp Rentals at the City Council meeting in March. Timp Rentals has stated that this area will be used for storage, and that it will not be an area where vehicle start-ups occur in the morning; thereby creating a quiet atmosphere. They feel that the landscaped areas, as well as the fact that this will be used for storage only, creates the buffer they intended; as opposed to having the rear of townhome units back directly on their current lot.

If the Planning Commission feels that adequate buffering is provided, a recommendation of approval is prudent.

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of a zone map amendment in the area of 135 North West State Road, from the SC-1 Zone to the GC-1 zone.



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5. Hearing, review and action on a zone map amendment for Timp Rentals, from the SC-1 (Planned Shopping Center) Zone to the GC-1 (General Commercial) Zone, located at approximately 135 North West State Road (7:22 p.m.)

Staff Presentation:

Wendelin Knobloch stated this is directly connected to the next two items, Green Spring Meadows. During original zone change and hearing, there were some neighbors that fought the change and got a discussion going. In the end the developer decided to enter into an agreement with Timp Rental to transfer a portion of the property to them. There is an exhibit in the zone change that shows a parking lot, which will be an expansion of Timp Rental. The original idea has been to buffer the residents from the business and vice a versa. The concept in the packet isn't legally binding but communicates what might happen. We are only discussing the zone change at this time. It will come back as an amendment to the site plan for Timp Rental. A business can't be expanded on new property without a site plan revision.

Andy Spencer stated the site plan and zone change could be tied together. Meaning the zone change doesn't become effective until the site plan is approved.

Applicant Presentation:

Joe Phelon stated there was previously a developer concerned with their operations being close to the residential units. Timp Rental have never had a complaint from the Seven Seas community in our 17 years of operation. They wanted to have a buffer to be a good neighbor. They put in landscaping in the 14-foot buffer. The building is zoned for general commercial 1. They are asking for the new property to be in the same zone. It will have an eight-foot wall between the commercial and residential. They park equipment along the wall that isn't motorized. Timp Rentals opens at 7:30 a.m., and they want to continue to be good neighbors.

Leonard Hight noted that note 4 on the plans calls for a four-foot wall so that needs to be changed.

PUBLIC HEARING

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

MOTION: Nathan Schellenberg - To recommend approval of a zone map amendment in the area of 135 North West State Road, from the SC-1 Zone to the GC-1 Zone. Seconded by Leonard Hight.

Yes - Christine Anderson
Leonard Hight
Nathan Schellenberg
John Woffinden

Motion passes.

6. Hearing, review and action on a preliminary plan for Green Spring Meadows PUD, consisting of 68 units and two commercial lots, located at approximately 150 North West



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 11, 2015

Department Planning

Director Approval *Adrian Ok*

AGENDA ITEM Final plat of S&L Solutions LLC Subdivision, consisting of 2 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the of the final plat of S&L Solutions LLC Subdivision as stated in the attached minutes of the July 22, 2015 planning commission meeting.

BACKGROUND The applicant proposes to subdivide the existing parcel into two lots of 0.27 acres and 0.65 acres respectively. 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 S&L Solutions LLC Subdivision, consisting of 2 lots, located at 1025 North 900 West in the R1-12,000 Residential 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 July 22, 2015 planning commission meeting.

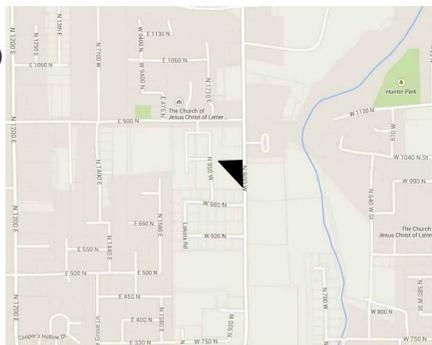
SUPPORTING DOCUMENTS

1. Plat
2. Staff report
3. Planning commission meeting minutes, July 22, 2015

S&L SOLUTIONS LLC. SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, UTAH COUNTY, UTAH
AMERICAN FORK CITY, UTAH

NORTH QUARTER CORNER OF
SECTION 10, T5S, R1E, SLB&M
(FOUND BRASS CAP MONUMENT)



VICINITY MAP
N.T.S.

SURVEYOR'S CERTIFICATE

I, BRUCE A. WILLIAMS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 368351 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE ENDO SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BRUCE A. WILLIAMS
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 368351

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN AMERICAN FORK, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 1946.20 FEET NORTH 00°18'22" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 25 AND 40.78 FEET WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10; AND RUNNING THENCE SOUTH 89°59'33" WEST 5.08 FEET; THENCE NORTH 00°20'24" WEST 1.51 FEET; THENCE ALONG THE BOUNDARY LINE AGREEMENT LINE AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE DATED OCTOBER 15, 2013 AS ENTRY NUMBER 96659 THE FOLLOWING FIVE (5) COURSES: (1) NORTH 87°47'00" WEST 40.49 FEET ALONG A FENCE LINE; (2) NORTH 44°38'38" WEST 49.96 FEET ALONG A FENCE LINE; (3) NORTH 41°10'22" WEST 165.50 FEET ALONG A FENCE LINE; (4) NORTH 40°35'22" WEST 129.21 FEET ALONG A FENCE LINE; (5) NORTH 89°53'38" EAST 266.97 FEET ALONG A FENCE LINE; THENCE NORTH 89°45'25" EAST 5.26 FEET; THENCE SOUTH 00°19'00" EAST 261.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 41,733.665 SQUARE FEET OR 0.958 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE DIVIDED INTO LOTS AS SHOWN HEREON, TO BE HEREAFTER KNOWN AS:

ROBERT'S SUBDIVISION

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS AS SHOWN ON THIS PLAT AS INTENDED FOR PRIVATE AND PUBLIC USE.

DATED THIS _____ DAY OF _____, 20____.

ACKNOWLEDGEMENT

STATE OF UTAH)
) S.S.
COUNTY OF _____)

ON THIS _____ DAY _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME,

WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME BEING DULY SWORN (OR AFFIRMED), DID SAY THAT (T)(S)HE(Y) IS/ARE THE TRUSTEE(S) OF THE ENDO TRUST, AS SHOWN ON THE PLAT AND THAT SAID DOCUMENT WAS SIGNED BY (T)(S)HE(Y) IN BEHALF OF SAID TRUST BY AUTHORITY OF THE TRUST, AND SAID

ACKNOWLEDGED TO ME THAT SAID TRUST EXECUTED THE SAME.

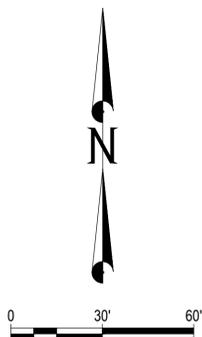
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

SHEET 1 OF 1

S&L SOLUTIONS LLC. SUBDIVISION

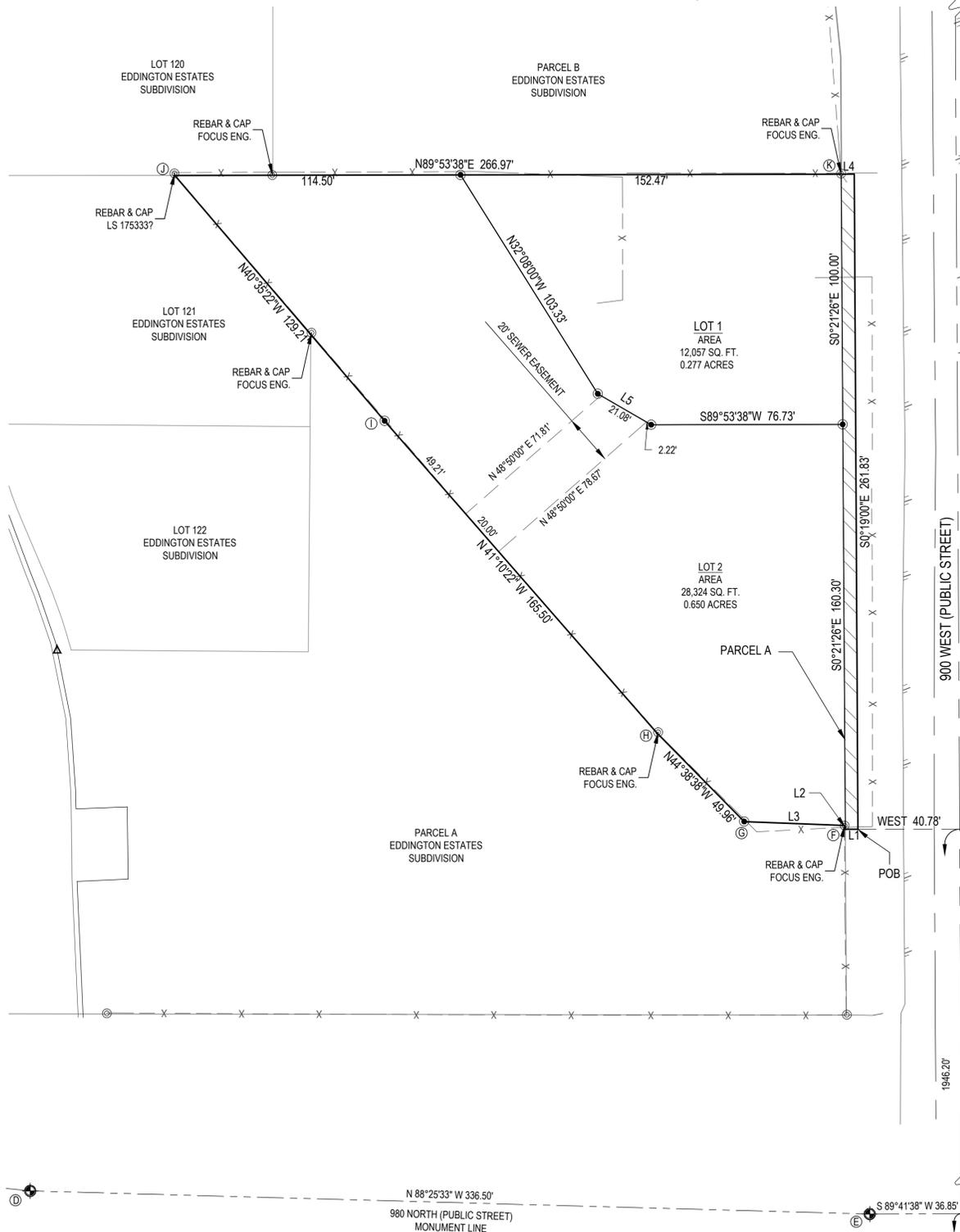
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, UTAH COUNTY,
AMERICAN FORK CITY, UTAH.

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CITY-COUNTY RECORDER SEAL



LEGEND:

- SECTION CORNER (FOUND)
- EXISTING STREET MONUMENT LOCATED IN 980 NORTH STREET
- FOUND EXISTING REBAR & CAP
- SET PROPERTY CORNER 5/8" REBAR & CAP (unless otherwise noted)
- PROPERTY BOUNDARY
- LOT LINE
- SECTION LINE
- ADJACENT PROPERTY
- EDGE OF ASPHALT
- BARB WIRE FENCE
- ASPHALT
- 20' SEWER EASEMENT
- STREET MONUMENT LINE
- AREA TO BE DEDICATED FOR PUBLIC RIGHT OF WAY



NAD 83 MODIFIED STATE PLANE UTAH CENTRAL ZONE GROUND COORDINATES

	NORTHING	EASTING
(A)	7311561.527	1551121.386
(B)	7316863.803	1551093.067
(C)	7313302.184	1550408.05
(D)	7313267.395	1550739.099
(E)	7313258.151	1551075.471
(F)	7313509.207	1551065.122
(G)	7313510.765	1551024.658
(H)	7313546.311	1550989.551
(I)	7313670.887	1550880.597
(J)	7313769.009	1550796.529
(K)	7313769.502	1551063.499

GROUND TO GRID
SCALE FACTOR = 0.9997286991

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY 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 _____, A.D. 20____.

MAYOR _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
CITY ENGINEER (SEE SEAL BELOW) ATTEST: CITY RECORDER (SEE SEAL BELOW)

NOTES:

- PARCEL A TO BE DEDICATED TO AMERICAN FORK CITY FOR 900 WEST STREET.
- BY EXECUTING THIS PLAT, THE OWNERS OF LOT 1 (THE "LOT") HEREBY AGREE THAT THEY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF AMERICAN FORK FROM ANY AND ALL CLAIMS, OBLIGATIONS AND LIABILITIES ARISING FROM OR RELATED TO THE INSTALLATION, USE AND MAINTENANCE OF A 4-INCH SEWER LINE FROM THE LOT AND ITS CONNECTION TO THE CITY'S SEWER LINE IN 900 WEST, AMERICAN FORK, UTAH. THIS COVENANT IS COUPLED WITH AN INTEREST AND SHALL RUN WITH THE LAND AND BE BINDING UPON THE OWNERS OF SUCH PROPERTY AND THEIR SUCCESSORS AND ASSIGNS.
- DRIVEWAY ACCESS FOR LOT 2:
 - ALIGN ACCESS TO 900 WEST WITH RECORDED SUBDIVISION ACCESS EAST OF 900 WEST.
 - PROVIDE TURNAROUND WITHIN THE LOT.

SOUTH QUARTER CORNER OF
SECTION 10, T5S, R1E, SLB&M
(FOUND BRASS CAP MONUMENT)

LINE TABLE

Line #	BEARING	DIST
L1	S 89°59'33" W	5.08'
L2	N 00°20'24" W	1.51'
L3	N 87°47'00" W	40.49'
L4	N 89°45'25" E	5.26'
L5	N 60°00'00" W	24.72'

City Planner

Approved by the American Fork City Planner on this ____ day of _____, A.D. 20____.

AMERICAN FORK CITY PLANNER

American Fork Sewer Dept.

Approved by the American Fork Sewer Department on this ____ day of _____, A.D. 20____.

AMERICAN FORK PUBLIC WORKS DIRECTOR

American Fork Culinary Water Dept.

Approved by the American Fork Culinary Water Department on this ____ day of _____, A.D. 20____.

AMERICAN FORK PUBLIC WORKS DIRECTOR

Planning Commission Approval

Approved by the Planning Commission on this ____ day of _____, A.D. 20____.

CHAIRMAN, PLANNING COMMISSION

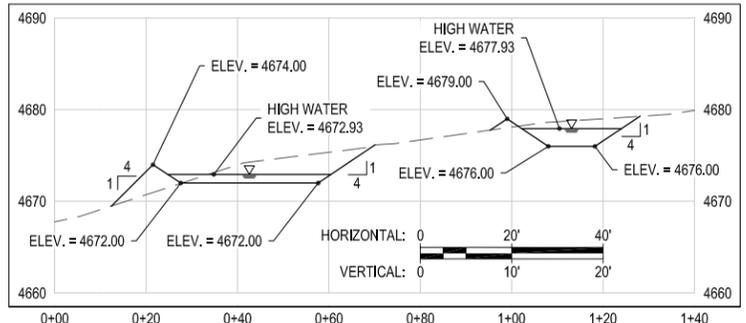
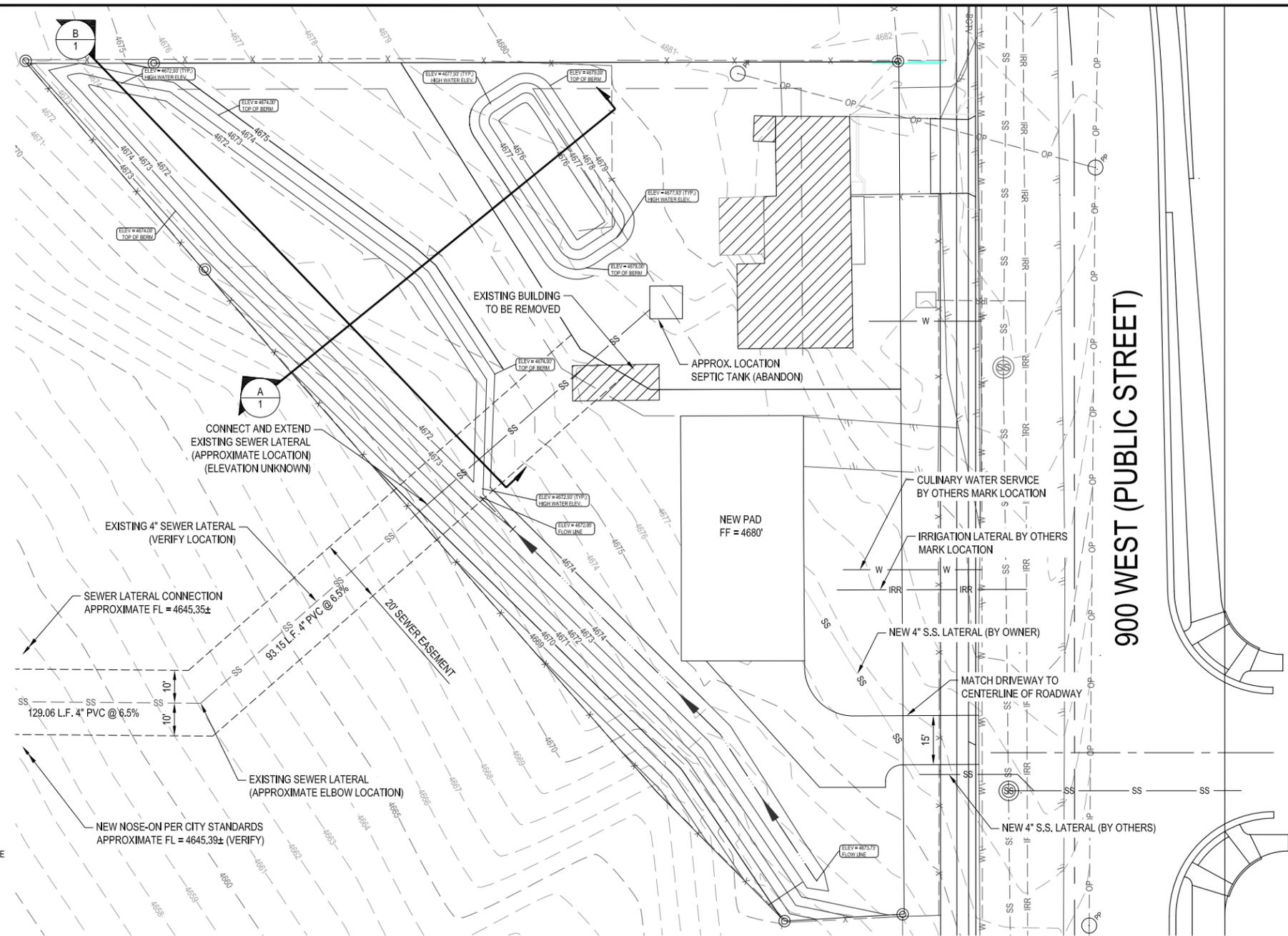


SALT LAKE CITY OFFICE:
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FAX: 801.359.4272
www.crsengineers.com

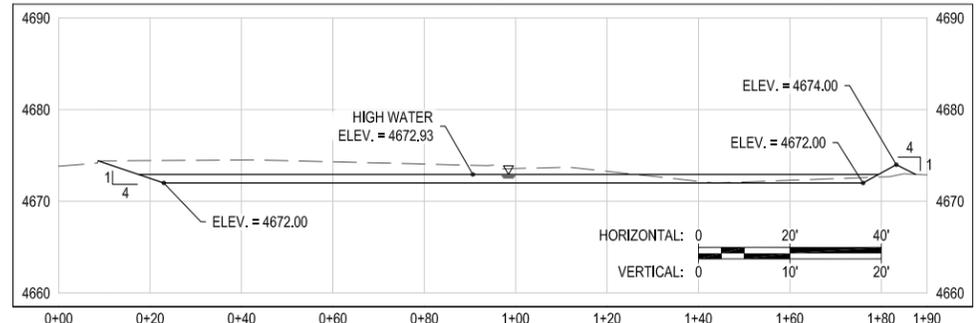


LEGEND:

- SECTION CORNER (FOUND)
- SECTION CORNER (NOT FOUND)
- FOUND EXISTING REBAR & CAP
- SET REBAR & CAP
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- WATER MANHOLE
- IRRIGATION JUNCTION BOX
- FIRE HYDRANT
- WATER VALVE
- LIGHT POLE
- ELECTRIC POWER POLE
- WATER METER
- CATCH BASIN
- PROPERTY BOUNDARY
- LOT LINE
- EASEMENTS
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- CHAIN LINK FENCE
- BARB WIRE FENCE
- SEWER
- ASPHALT
- BUILDING SETBACK LINE
- FUTURE CONCRETE
- FUTURE SEWER LINE
- FUTURE IRRIGATION
- FUTURE CENTERLINE
- EXISTING BUILDING
- PROPOSED BUILDING



POND SECTION A
SCALE: NONE



POND SECTION B
SCALE: NONE

STORM WATER RETENTION BASIN SIZING CALCULATIONS (by INTENSITY)
PROJECT: S&L Solutions LLC - co Mic Bischoff - Subdivison Lot 1
LOCATION: American Fork, UT
PERCOLATION RATE: 0 cfm (assume no infiltration)

		Runoff Coefficient	
Railroad Yard:	0 S.F.	C-Railroad:	0.3
Paved Area:	0 S.F.	C-Pavement:	0.9
Landscaped Area:	12056 S.F.	C-Landscape:	0.35
Total:	12056 S.F.	Weighted C:	0.35
	0.28 Acres	CA:	0.09686869

LAPSED TIME (MIN.)	RAINFALL* INTENSITY (IN.HR)	"CA" (SQ.FT.)	ACCUM. FLOW (C.F.)	DISPERSAL RATE INTO THE SOIL (C.F.)	REQUIRED STORAGE (C.F.)
5	7.24	0.0968687	210.40	0.00	210.40
10	5.6	0.0968687	325.48	0.00	325.48
30	4.61	0.0968687	803.82	0.00	803.82
60	3.04	0.0968687	1060.13	0.00	1060.13
120	1.83	0.0968687	1276.34	0.00	1276.34
180	1.03	0.0968687	1077.57	0.00	1077.57
360	0.74	0.0968687	1548.35	0.00	1548.35
1440	0.125	0.0968687	1046.18	0.00	1046.18

* 100 year return period per Farmer-Fletcher Storm Distribution

Total Needed Storage 1548.35 CF

STORM WATER RETENTION BASIN SIZING CALCULATIONS (by INTENSITY)
PROJECT: S&L Solutions LLC - co Mic Bischoff - Subdivison Lot 2
LOCATION: American Fork, UT
PERCOLATION RATE: 0 cfm (assume no infiltration)

		Runoff Coefficient	
Railroad Yard:	0 S.F.	C-Railroad:	0.3
Paved Area:	0 S.F.	C-Pavement:	0.9
Landscaped Area:	28394 S.F.	C-Landscape:	0.35
Total:	28394 S.F.	Weighted C:	0.35
	0.65 Acres	CA:	0.22814279

LAPSED TIME (MIN.)	RAINFALL* INTENSITY (IN.HR)	"CA" (SQ.FT.)	ACCUM. FLOW (C.F.)	DISPERSAL RATE INTO THE SOIL (C.F.)	REQUIRED STORAGE (C.F.)
5	7.24	0.2281428	495.53	0.00	495.53
10	5.6	0.2281428	766.56	0.00	766.56
30	4.61	0.2281428	1893.13	0.00	1893.13
60	3.04	0.2281428	2496.79	0.00	2496.79
120	1.83	0.2281428	3006.01	0.00	3006.01
180	1.03	0.2281428	2537.86	0.00	2537.86
360	0.74	0.2281428	3646.63	0.00	3646.63
1440	0.125	0.2281428	2463.94	0.00	2463.94

* 100 year return period per Farmer-Fletcher Storm Distribution

Total Needed Storage 3646.63 CF

NO.	DATE	REVISION

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS ENGINEERS AND IS NOT TO BE REPRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

DESIGNED BY: MATT H
 PROJECT MANAGER: PAUL H
 CHECKED BY: T. BASS
 DRAWING SCALE: 1" = 20'
 ISSUE DATE: JULY 2, 2015

CRS CALDWELL RICHARDS SORENSEN
 ANSWERS TO INFRASTRUCTURE

SALT LAKE CITY OFFICE:
 2080 EAST 2100 SOUTH
 SALT LAKE CITY, UTAH 84109
 PHONE: 801.359.5565
 FAX: 801.359.4272
 www.crsengineers.com

STANLEY L AND LILLIE T ROBERTS
S&L SOLUTIONS
 SITE PLAN

1000 NORTH 900 WEST
 AMERICAN FORK, UTAH



PROJECT NUMBER	15023S
SHEET	1 OF 1
SHEET NUMBER	1

AGENDA TOPICS:

Hearing, review and action on the preliminary plan for S&L Solutions LLC Subdivision, consisting of 2 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone.

Review and action on the final plat for S&L Solutions LLC Subdivision, consisting of 2 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone.

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

BACKGROUND INFORMATION				
Location:		1025 North 900 West		
Applicants:		CRS (Caldwell Richards Sorensen)		
Existing Land Use:		Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		R1-12,000		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	R1-12,000		
	South	R1-12,000		
	East	TR-5 (Utah County)		
	West	R1-12,000		
Growth Plan Designation:		Low Density Residential		
Zoning within density range?		X	Yes	No

PROJECT DESCRIPTION: Preliminary plan and final plat of S&L Solutions LLC Subdivision, consisting of two lots.

Background

Although listed as two separate agenda items, this report covers both the preliminary plan and final plat for S&L Solutions LLC Subdivision.

In 2006, this area was annexed as part of the Metcalf Annexation. It was envisioned in the annexation agreement that this property would be developed into two lots. The S&L Solutions LLC plat divides this property into the two lots as envisioned at the time of annexation.

Lot one will consist of .27 acres and Lot 2 will consist of .65 acres. Access to both lots will be off of 900 West. There is one building that crosses a proposed lot line and this will be demolished.

All drainage from both lots will be contained on-site. This is illustrated on the sheet labeled "site plan", through the use of detention areas.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as "Low Density Residential". The proposed subdivision, with a density of 2 du/ac, is consistent with the Land Use Plan designation of "Low Density Residential".

Section 17.8.211 of the Development Code

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

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

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

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

This criterion has been met.

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

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

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

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

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

Water rights conveyance shall be satisfied prior to plat recordation.

FINDINGS OF FACT/CONDITION OF APPROVAL

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

1. The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).
2. The final plat meets the criteria as found in Section 17.8.211 of the Development Code.
3. Water rights conveyance shall occur prior to final plat recordation.

POTENTIAL MOTIONS

Mr. Chairman, I move that we approve the preliminary plan of S&L Solutions LLC Subdivision, subject to the findings and condition listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.

Mr. Chairman, I move that we recommend approval of the final plat of S&L Solutions LLC Subdivision, with the findings and condition listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 7/22/2015

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:

Project Name: S & L Solutions LLC Subdivision

Project Address: 1025 North 900 West

Developer / Applicant's Name: CRS (Caldwell Richards Sorensen)

Type of Application:

- | | | |
|--|--|--------------------------------------|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input checked="" type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

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

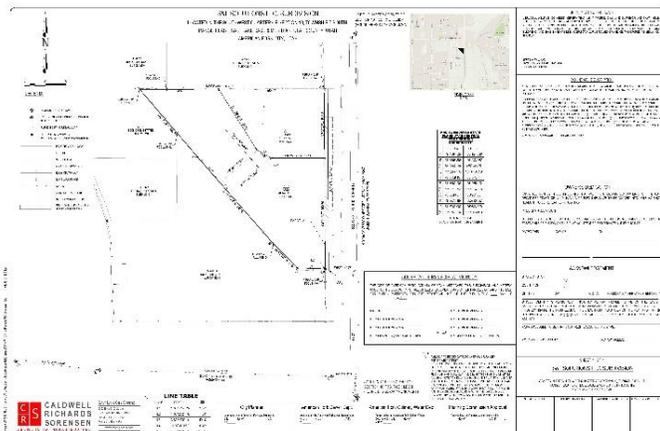
1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 7/22/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Applicant is requesting that the Planning Commission waive the following requirement(s):

1. NA

- Requested waivers **ARE** necessary for the proposed development to move forward.
- Requested waivers **ARE NOT** necessary for the proposed development to move forward.

Plan Submittal:



STANDARD CONDITIONS OF APPROVAL

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.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the 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.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Plan Modifications Required:

1. RB&G Engineering Inc. should verify the accuracy of the east boundary of the subdivision with the 900 West project.
2. A new title report is required which description matches the final plat description and shows clear title.
3. Provide a sewer liability letter that indemnifies American Fork City for the method that is be proposed to sewer the subdivision lots.
4. Provide a note on the plans and include in the indemnification letter the requirement on the sewer line for Lot #2 to install a back flow valve to prevent main line sewer from causing flooding or damage to the home or property.
5. Any comments by the Robert Autrey and the GIS Department from their review of the boundary and closure.

1 AMERICAN FORK CITY
2 PLANNING COMMISSION MEETING MINUTES
3 JULY 22, 2015
4

5 The American Fork Planning Commission met in a regular session on July 22, 2015, in the
6 American Fork City Hall, located at 31 North Church Street, commencing at 7:00 p.m.
7

8 Present: John Woffinden, Chairman
9 Commission Members: Nathan Schellenberg, Leonard Hight
10 Absent Commission Members: Harold Dudley, Rebecca Staten, Marie Adams,
11 Eric Franson
12 Alternate Member: Christine Anderson
13 Wendelin Knobloch, Associate Planner
14 Andy Spencer, City Engineer
15 Kim E. Holindrake, Public Works Administrative Assistant
16 Others: Stan Roberts, Lillie Roberts, Joe Phelon, John Gassman, Lynn Bowler,
17 Kevin Scholtz, John Gaston – McArthur Homes, David Adams
18

19 1. Pledge of Allegiance
20

21 Those in attendance stood and stated the Pledge of Allegiance.
22

23 Christine Anderson was recognized as a voting member.
24

25 2. Hearing, review and action on a preliminary plan for S&L Solutions LLC Subdivision,
26 consisting of 2 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone
27

28 Staff Presentation:

29 Wendelin Knobloch stated a year and a half ago a project was approved surrounding this
30 property, Eddington Estates Subdivision. The property owner wants a two-lot subdivision. Lot 1
31 includes the existing home, and lot 2 will be for a new home. This subdivision was anticipated as
32 part of the original annexation. The engineering division has worked with the petitioner on
33 access to 900 West, which is being reconstructed. The project meets all the zoning requirements.
34

35 Andy Spencer stated the new home will need to have a forward entry to 900 West. It is shown on
36 the plans and needs to be added to the plat. The driveway will be restricted to the location shown
37 on the plat also. The applicant is aware of this. He recommends approval.
38

39 Applicant Presentation:

40 Stan Roberts stated he has owned the property for ten years. Initially they wanted three lots but
41 two is good. They have buyers for this property. He understands the driveway being a forward
42 entry.
43

44 PUBLIC HEARING

45 No comments were made, and the public hearing was closed.
46

47 **MOTION: Christine Anderson - To approve the preliminary plan of S&L Solutions LLC**
48 **Subdivision, subject to the findings and condition listed in the staff report and subject to**
49 **any findings, conditions and modifications found in the engineering report.**

50 **Findings:**

- 51 • **The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).**
- 52 • **The final plat meets the criteria as found in Section 17.8.211 of the**
- 53 **Development Code.**

54 **Conditions:**

- 55 • **Water rights conveyance shall occur prior to final plat recordation.**
- 56 • **A forward entry driveway being added to the plat.**

57
58 Seconded by Leonard Hight.

59	Yes	-	Christine Anderson	
60			Leonard Hight	
61			Nathan Schellenberg	
62			John Woffinden	
63				Motion passes.

64
65 3. Review and action on a final plat for S&L Solutions LLC Subdivision, consisting of 2
66 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone (
67)

68 **MOTION: Christine Anderson - To recommend approval of the final plat of S&L**
69 **Solutions LLC Subdivision, subject to the findings and condition listed in the staff report**
70 **and subject to any findings, conditions and modifications found in the engineering report.**

71 **Findings:**

- 72 • **The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).**
- 73 • **The final plat meets the criteria as found in Section 17.8.211 of the**
- 74 **Development Code.**

75 **Conditions:**

- 76 • **Water rights conveyance shall occur prior to final plat recordation.**
- 77 • **All Standard Conditions of Approval and items denoted as “Plan**
- 78 **Modification(s) Required” in the 7/22/2015 Engineering Division Staff**
- 79 **Report for the City Land Use Authority shall be addressed on all final**
- 80 **project documents.**
- 81 • **A forward entry driveway being added to the plat.**

82
83 Seconded by Leonard Hight.

84	Yes	-	Christine Anderson	
85			Leonard Hight	
86			Nathan Schellenberg	
87			John Woffinden	
88				Motion passes.

89
90 4. Hearing, review and action on an amended commercial site plan for Watts Automotive,
91 located at 716 South 500 East, in the GC-2 (Planned Commercial) Zone (7:10 p.m.)
92

93 Staff Presentation:

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDED COMMERCIAL SITE PLAN FOR WATTS AUTOMOTIVE AT 716 SOUTH 500 EAST, AMERICAN FORK, UTAH

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The Amended Commercial Site Plan for Watts Automotive at 716 South 500 East, 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 11 DAY OF AUGUST, 2015.

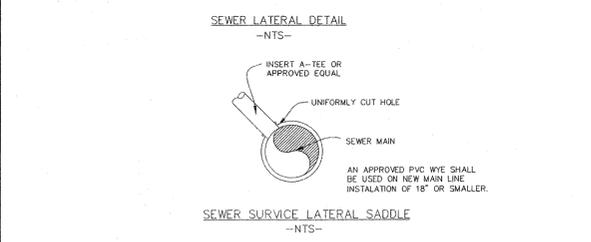
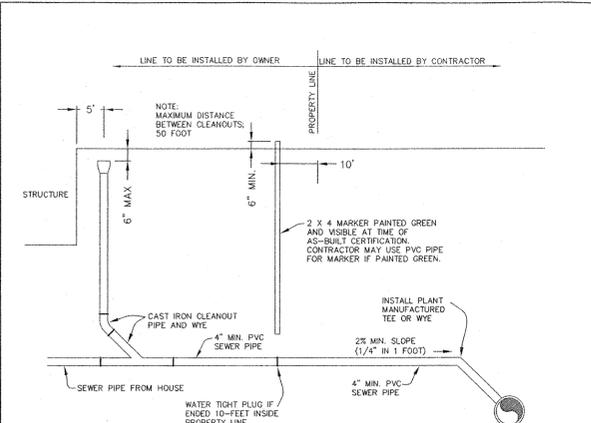
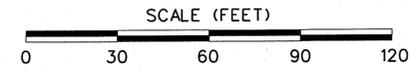
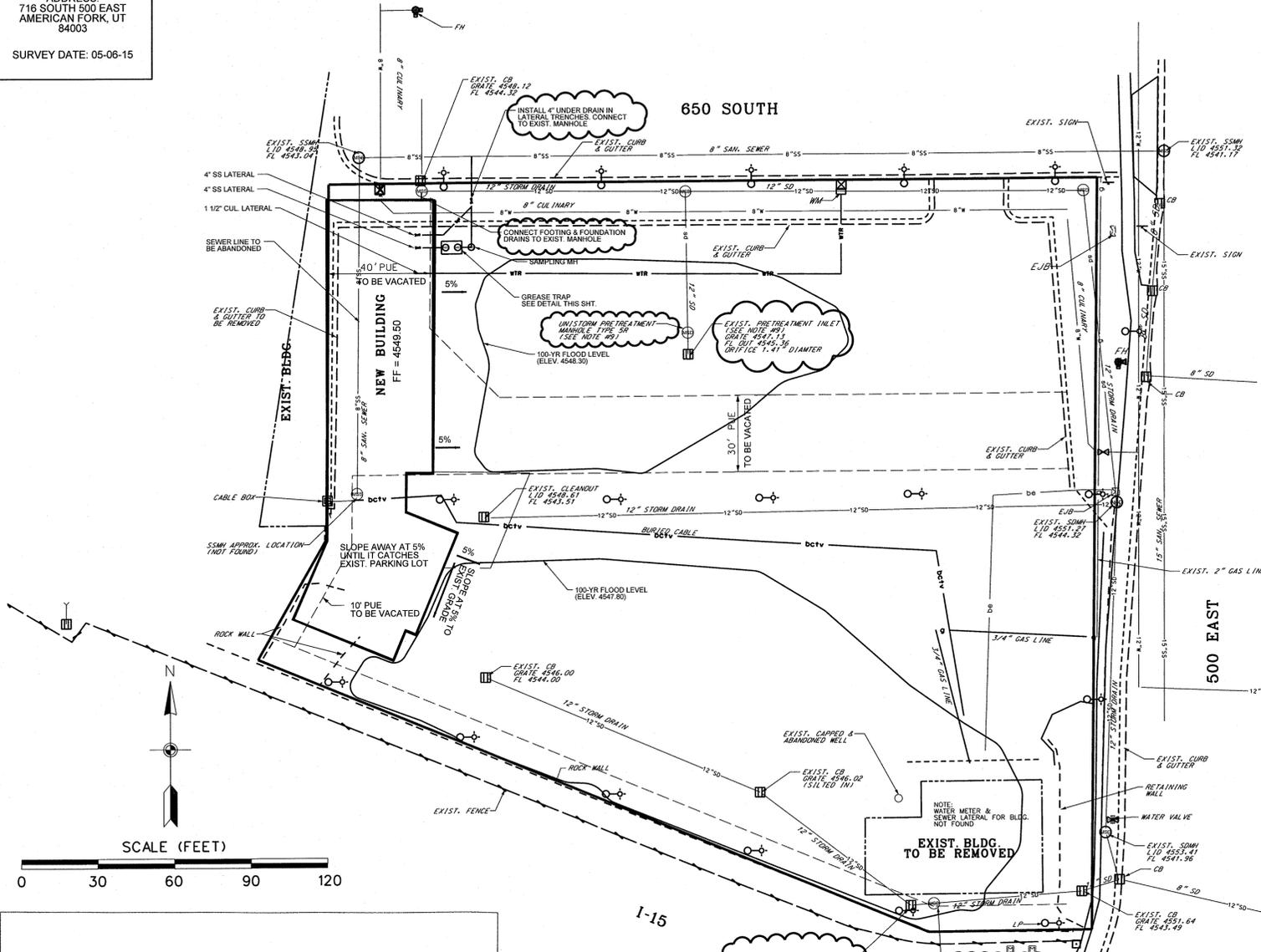
James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder

ADDRESS:
716 SOUTH 600 EAST
AMERICAN FORK, UT
84003

SURVEY DATE: 05-06-15



- NOTES:
- UTILITY LATERALS TO THE EXISTING BUILDING ARE TO BE ABANDONED.
 - IRRIGATION SYSTEM TO THE EXISTING PLANTERS WILL REMAIN THE SAME.
 - CONTRACTOR TO PREPARE AND SUBMIT REQUIRED SWPPP AND NOI DOCUMENTS.
 - CONTRACTOR TO VERIFY EXISTING UTILITIES AND NOTIFY ENGINEER OF CONFLICTS.
 - PRIVATE PARKING LOT LIGHTS TO BE DESIGN BUILD CONTRACTOR TO VERIFY EXIST. CONDUIT RUNS & CONNECT TO NEW POWER SOURCE IN NEW BUILDING.
 - EXISTING LATERALS TO EXISTING STRUCTURE TO BE ABANDONED PER CITY REQUIREMENTS.
 - EXISTING PUE'S TO BE VACATED FROM UNDER BLDG. FOOTPRINT PRIOR TO CONSTRUCTION.
 - UNDERDRAIN TO BE INSTALLED IN ALL UTILITY TRENCHES EXCEPT CULINARY WATER SERVICE (WATER SERVICE HAS POSITIVE PRESSURE).
 - CLEAN OUT BOX & VERIFY FL OUT AND ORIFICE DIAMETER. INSTALL UNIFORM PRETREATMENT MANHOLE TYPE 5R IN LINE WITH OUTLET PIPE TO MEET PRETREATMENT REQUIREMENTS.

LEGEND

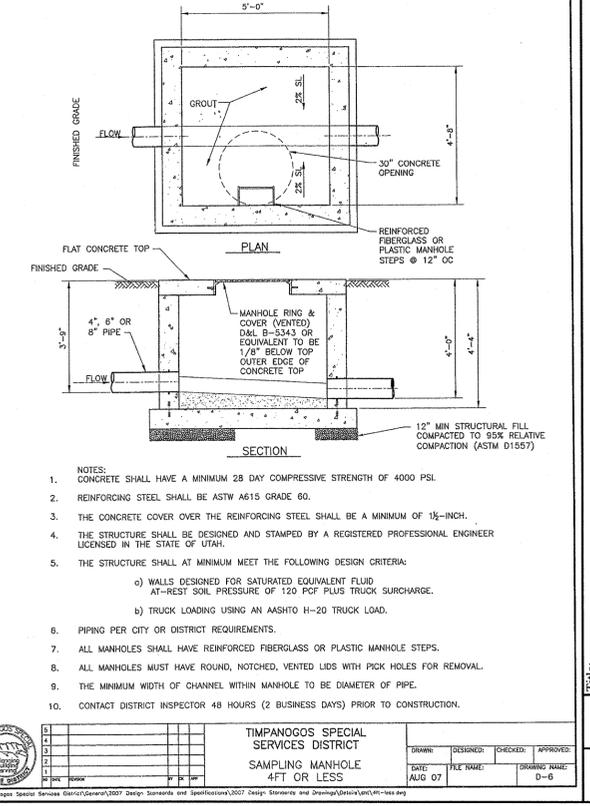
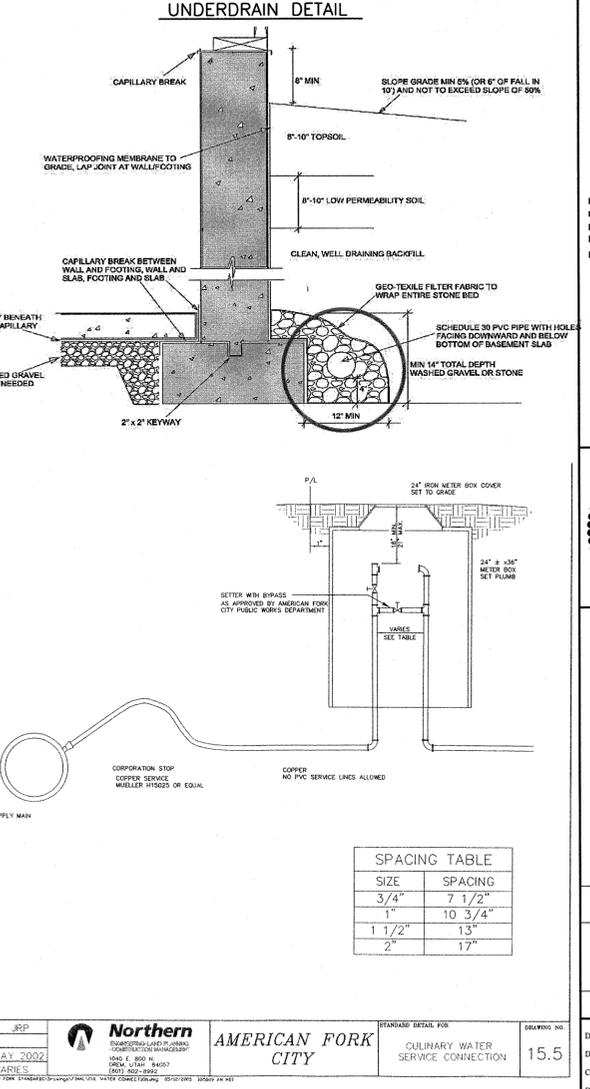
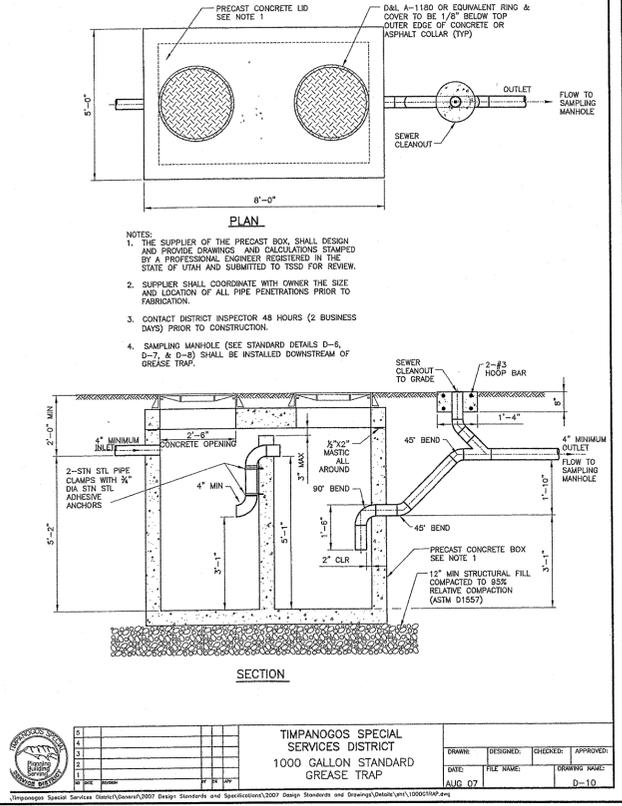
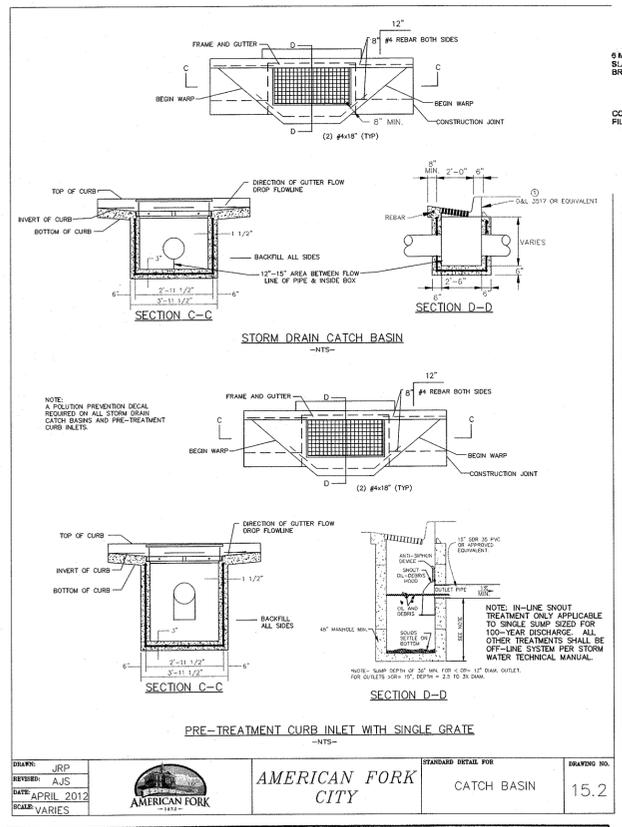
-g-	EXISTING GAS LINE	(LP)	LIGHT POLE
-be-	EXISTING BURIED ELECTRICAL	(CB)	EXISTING CATCH BASIN
-	EXISTING OVERHEAD POWER	(CB)	NEW CATCH BASIN
-wtr-	EXISTING WATER LINE	(wv)	EXISTING WATER VALVE
-x'w-	NEW SDR-21 CLASS 200 CULINARY WATER LINE	(wv)	WATER VALVE
-x'ir-	EXISTING PRESSURIZED IRRIGATION LINE	(FH)	EXISTING FIRE HYDRANT
-x'pi-	NEW C900 PURPLE PRESSURE IRRIGATION LINE	(FH)	NEW FIRE HYDRANT
-swr-	EXISTING SANITARY SEWER	(WM)	WATER METER
-x'ss-	NEW SDR-35 SANITARY SEWER PIPE	(SIGN)	STREET SIGN
-sd-	EXISTING STORM DRAIN PIPE	(SSMH)	EXIST. SEWER MANHOLE
-x'sd-	NEW STORM DRAIN PIPE	(SSMH)	NEW SEWER MANHOLE
-LD-	NEW ROOF DRAIN LATERAL	(PI)	POST INDICATOR VALVE
-SWR-	NEW SAN. SEWER LATERAL		
-WTR-	NEW CULINARY WATER LATERAL		
-IR-	NEW PRESSURE IRRIGATION LATERAL		
(SDMH)	EXISTING STORM DRAIN MANHOLE		
(BO)	NEW BLOW OFF		
(BO)	EXISTING BLOW OFF		

NOTE:
1) LATERAL SHALL NOT ENTER MANHOLE, UNLESS OTHERWISE APPROVED BY CITY ENGINEER.
2) FOR CONCRETE PIPE ADD CONCRETE COLLAR AROUND INSERT-A-TEE.
3) ALSO SEE DRAWING NO. 15.19

Drawn: JRP
Checked: JRP
Date: JULY 2002
Scale: VARIES

Northern AMERICAN FORK CITY

STANDARD DETAIL FOR
SANITARY SEWER LATERAL AND CLEAN OUT
DRAWING NO. 15.23



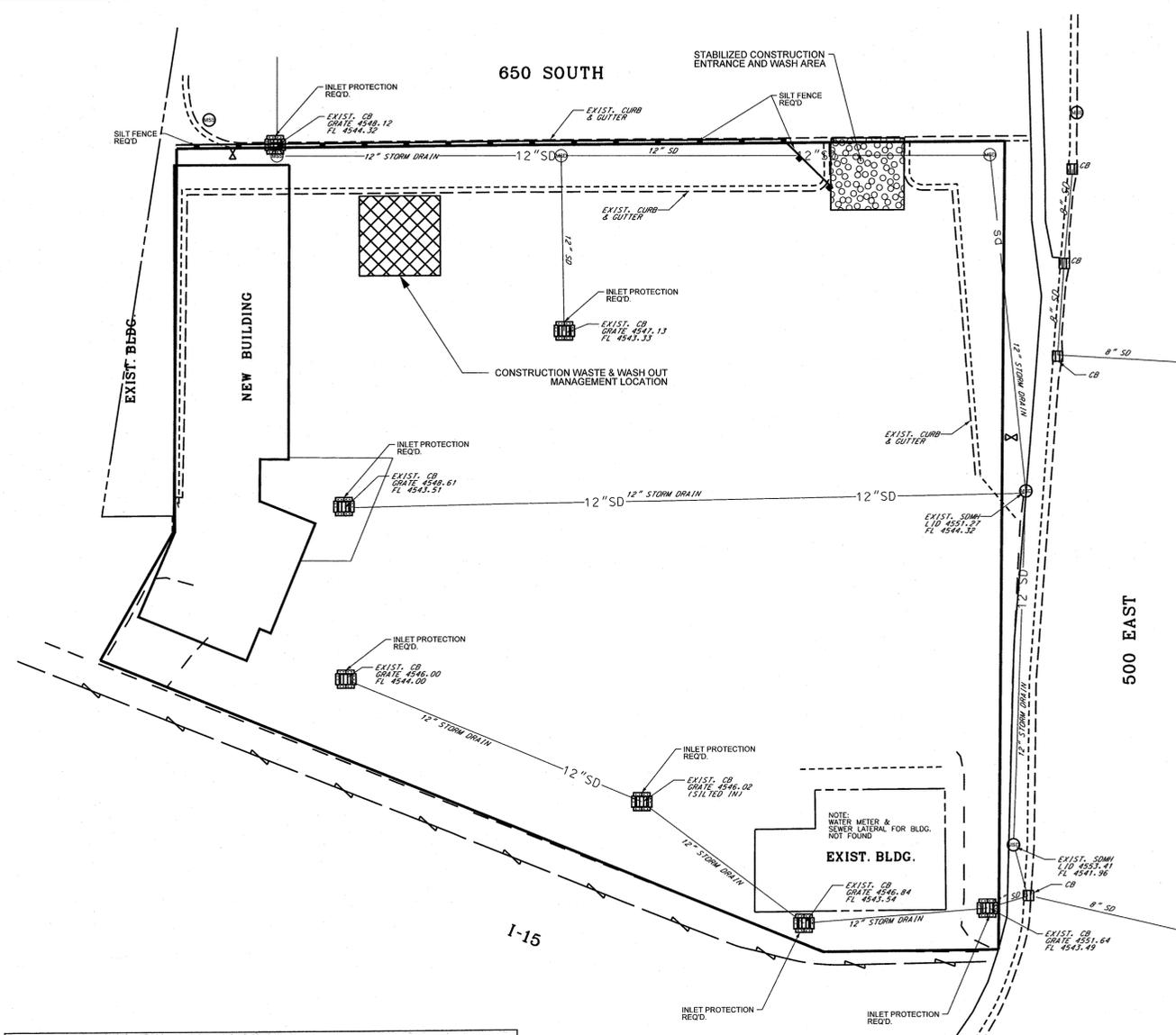
BROWN ENGINEERING, INC.
Office: (801) 371-1790 Fax: (801) 371-1789
578 East 770 North, Orem UT 84097

REGISTERED PROFESSIONAL ENGINEER
NO. 174774
MATT W. BROWN
STATE OF UTAH

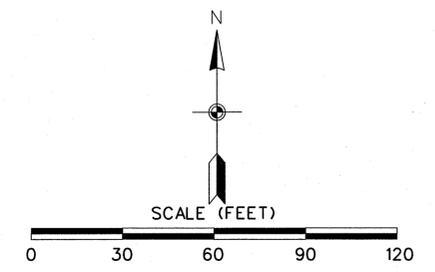
Designed: D.B.
Checked: JULY, 2014
Date: JULY, 2014

WATTS AUTOMOTIVE
AMERICAN FORK, UTAH
SITE & UTILITY PLAN

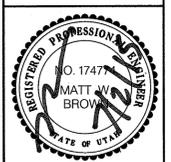
Project No: 2015.047
Sheet No: 1.00



NOTES:
 1. CONTRACTOR TO PREPARE AND SUBMIT REQUIRED SWPPP AND NOI DOCUMENTS AND OBTAIN STATE PERMIT.



MW
BROWN
 ENGINEERING, INC.
 Office: (801) 377-1790 Fax: (801) 377-1789
 578 East 770 North, Orem UT 84097



No.	Date	By	Notes

Designed: _____
 Drawn: D.B.
 Checked: _____
 Date: JULY, 2014

BMP: Concrete Waste Management CWM

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION: Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and using qualified subcontractors.

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

INSTALLATION/APPLICATION CRITERIA:

- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (See Earth Berm Barrier information sheet.)
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:

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

MAINTENANCE:

- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit or other on-site container, dispose hardened concrete on a regular basis.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Floatable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

Adapted from Salt Lake County BMP Fact Sheet

BMP: Catch Basin Cleaning CBC

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION: Maintain catch basin and stormwater inlets on a regular basis to remove pollutants, reduce high pollutant concentrations during the first flush of storms, prevent clogging of the downstream conveyance system, and restore the catch basin's sediment trapping capacity. A catch basin is distinguished from a stormwater inlet by having at its base a sediment trap designed to catch and retain sediments below the overflow point. This information sheet focuses on the cleaning of accumulated sediments from catch basins.

APPLICATIONS: Regular maintenance of catch basins and inlets is necessary to ensure their proper functioning. Clogged catch basins are not only useless but may act as a source of sediments and pollutants. In general, the key to effective catch basins are:

- At least annual inspections.
- Prioritize maintenance to clean catch basins and inlets in areas with the highest pollutant loading.
- Clean catch basins in high pollutant load areas just before the wet season to remove sediments and debris accumulated during the summer.
- Keep accurate logs of the number of catch basins cleaned.
- Record the amount of waste collected.

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

MAINTENANCE: Regular maintenance of public and private catch basins and inlets is necessary to ensure their proper functioning. Clogged catch basins are not only useless but may act as a source of sediments and pollutants. In general, the keys to effective catch basins are:

- Annual/monthly inspection of public and private facilities to ensure structural integrity, a clean sump, and a stanching of catch basins and inlets.
- Keep logs of the number of catch basins cleaned.
- Record the amount of waste collected.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Heavy Metals
- Oxygen Demanding Substances
- Oil & Grease
- Floatable Materials
- Bacteria & Viruses

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Regulatory
- Training
- Staffing
- Administrative

Adapted from Salt Lake County BMP Fact Sheet

BMP: Street Cleaning SC

OBJECTIVES

- New Development
- Residential
- Commercial Activities
- Industrial Activities
- Municipal Facilities
- Illegal Discharges

DESCRIPTION: Reduce the discharges of pollutants to stormwater from street surfaces by conducting street cleaning on a regular basis.

APPROACH:

- Prioritize cleaning to use the most sophisticated sweepers, at the highest frequency, and in areas with the highest pollutant loading.
- Restrict street parking prior to and during sweeping.
- Increase sweeping frequency just before the rainy season.
- Proper maintenance and operation of sweepers greatly increase their efficiency.
- Keep accurate operation logs to track programs.
- Reduce the number of parked vehicles using regulations.
- Sweepers effective at removing smaller particles (less than 10 microns) may generate dust that would lead to concerns over worker and public safety. Equipment selection can be key for this particular BMP. There are two types used, the mechanical broom sweepers (more effective at picking up large debris and cleaning wet streets), and the vacuum sweepers (more effective at removing fine particles and associated heavy metals). Many communities find it useful to have a complement of both types in their fleet.

LIMITATIONS:

- Conventional sweepers are not able to remove oil and grease.
- Mechanical sweepers are not effective at removing finer sediments.
- Effectiveness may also be limited by street conditions, traffic congestion, presence of construction projects, climatic conditions and condition of curbs.

MAINTENANCE:

- Replace worn parts as necessary.
- Install main and gutter brooms of the appropriate weight.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Heavy Metals
- Toxic Materials
- Oxygen Demanding Substances
- Oil & Grease
- Floatable Materials
- Bacteria & Viruses

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Regulatory
- Training
- Staffing
- Administrative

Adapted from Salt Lake County BMP Fact Sheet

BMP: Silt Fence SF

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION: A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.

APPLICATION:

- Perimeter control: place barrier at downgradient limits of disturbance
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier near top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately upgradient of posts.
- Secure wire mesh (1/4 gage min. With 6 inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

LIMITATIONS:

- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum upgradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence.

MAINTENANCE:

- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged areas of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches 1/2 the height of the fence.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Floatable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

Adapted from Salt Lake County BMP Fact Sheet

BMP: Inlet Protection - Silt Fence or Straw Bale IPS

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION: Sediment barrier erected around storm drain inlet.

APPLICATION: Construct at storm drainage inlets located downgradient of areas to be disturbed by construction. (For inlets in paved areas see other information sheets for inlet protection.)

INSTALLATION/APPLICATION CRITERIA:

- Provide upgradient sediment controls, such as silt fence during construction of inlet.
- When construction of inlet is complete, erect straw bale barrier or silt fence surrounding perimeter of inlet. Follow instructions and guidelines on individual BMP information sheets for straw bale barrier and silt fence construction.

LIMITATIONS:

- Recommended maximum contributing drainage area of one acre.
- Limited to inlets located in open unpaved areas.
- Requires shallow slopes adjacent to inlet.

MAINTENANCE:

- Inspect inlet protection following storm event and at a minimum of once monthly.
- Remove accumulated sediment when it reaches 4-inches in depth.
- Repair or realign barrier/fence as needed.
- Look for bypassing or undercutting and recompact soil around barrier/fence as required.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Floatable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

Adapted from Salt Lake County BMP Fact Sheet

Title: WATTS AUTOMOTIVE
 Location: AMERICAN FORK, UTAH
 Drawing Name: SWPPP

WATTS AUTOMOTIVE

LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24 AND THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

PROPERTY DESCRIPTION

Lot 4, Plat "A", Holmstead Center Subdivision, American Fork, Utah, according to the official plat thereof in the Utah County Recorder's Office.

Together with an easement for access, public utilities and drainage, as shown by the Notice of Multi-Purpose Easement, recorded January 10, 2005, as Entry No. 2660:2005, and on the official recorded plat.

Less and Excepting Therefrom that portion described in the Final Judgment of Condemnation, recorded November 28, 2011, as Entry No. 84868:2011, described as follows:

A parcel of land in fee, being part of Lot 4, Plat "A", Holmstead Center Subdivision, situate in the SE 1/4 of SW 1/4 of Section 24 and the NE 1/4 of NW 1/4 of Section 25, Township 5 South, Range 1 East, SLB&M, incident to the construction of a freeway known as Project No. MP-115-6. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Lot 4, said corner being located in the existing westerly right of way line of 500 East Street American Fork; and running thence S.0°31'20"W. 295.00 feet along the easterly boundary line of said Lot 4 and said right of way line to the southeast corner of said Lot 4, said corner being in the existing northerly highway right of way and no access line of Interstate 15; thence S.89°22'41"W. 9.86 feet along the southerly boundary line of said Lot 4 and said highway right of way and no access line to a point 55.61 feet perpendicularly distant westerly from the centerline of said SB 500 East Street, opposite approximate Engineers Station 69+22.80; thence Northeasterly 27.39 feet along the arc of a 93.58-foot radius non-tangent curve to the left, (chord bears N.8°59'06"E. 27.29 feet); thence N.0°36'07"E. 268.12 feet to the northerly boundary line of Lot 4, at a point 50.42 feet perpendicularly distant westerly from said centerline, opposite approximate Engineers Station 72+14.42; thence N.89°37'06"E. 5.48 feet along said boundary line to the point of beginning.

(Note: Rotate the above described 0°00'19" counterclockwise to equal record bearings)

Tax Parcel No. 41-595-0008

NARRATIVE

PURPOSE:

AT THE REQUEST OF THE OWNER, TO RETRACE THE BOUNDARY OF LOT 4, HOLMSTEAD CENTER PLAT A AND SET MONUMENTS AT THE LOT CORNERS. ALSO, TO PREPARE A TOPOGRAPHIC MAP OF THE SITE INCLUDING CONTOURS, EXISTING FEATURES AND IMPROVEMENTS.

PROCEDURE:

THE PLAT OF RECORD WAS OBTAINED FROM THE UTAH COUNTY RECORDER'S OFFICE ALONG WITH ADJOINING PROPERTIES AND THEY WERE PLOTTED HEREON. A FIELD SURVEY WAS CONDUCTED FROM SECTION CORNERS AS SHOWN FOR THE PURPOSE OF STAKING THE LOT CORNERS AND FOR LOCATING EXISTING GROUND FEATURES AND IMPROVEMENTS.

RESULTS:

THE LOT CORNERS WERE SET ACCORDING TO THE PLAT OF RECORD AS SHOWN HEREON. THERE ARE NO GAPS OR OVERLAPS BETWEEN ADJOINING PROPERTIES OR ANY VISIBLE ENCROACHMENTS. THE TOPOGRAPHY OF THE SITE WAS SURVEYED ACCORDING TO THE REQUIREMENTS OF THE OWNER AND A MAP WAS PROVIDED. A BENCH MARK WAS SET NEAR THE SOUTHEASTERLY LINE OF THE LOT AS SHOWN ON THE TOPOGRAPHY MAP.

BASIS OF BEARING:

N74°59'46"E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 24 AND THE SOUTHWEST CORNER OF SAID SECTION 24, T5S, R1E, SLB&M.

SURVEY DESCRIPTION

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF UDOT PROPERTY ENTRY NO. 84868:2011 ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT ALSO NORTH 140.45 FEET AND WEST 910.68 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID PARCEL THE FOLLOWING 2 CALLS: (1) S 0°36'07" W 268.12 FEET TO A POINT OF CURVATURE; (2) ALONG AN ARC 27.39 FEET TO THE RIGHT, HAVING A RADIUS OF 93.58 FEET, THE CHORD BEARS S 8°59'06" W 27.29 FEET; THENCE S 89°22'41" W 54.10 FEET; THENCE N 67°43'30" W 284.06 FEET; THENCE N 29°41'21" E 54.27 FEET; THENCE N 0°27'43" E 138.86 FEET; THENCE N 89°37'06" E 296.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.753 ACRES (76345 SQ. FT.)

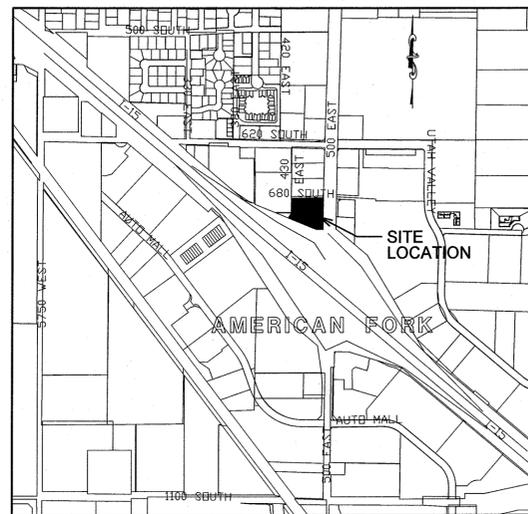
SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572 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 LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON. I HEREBY STATE THAT THIS PROPERTY DESCRIPTION AND SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

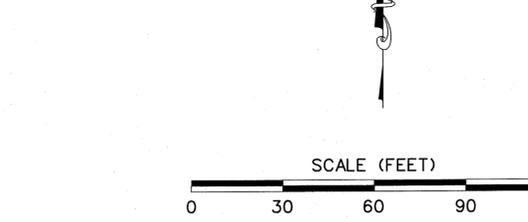
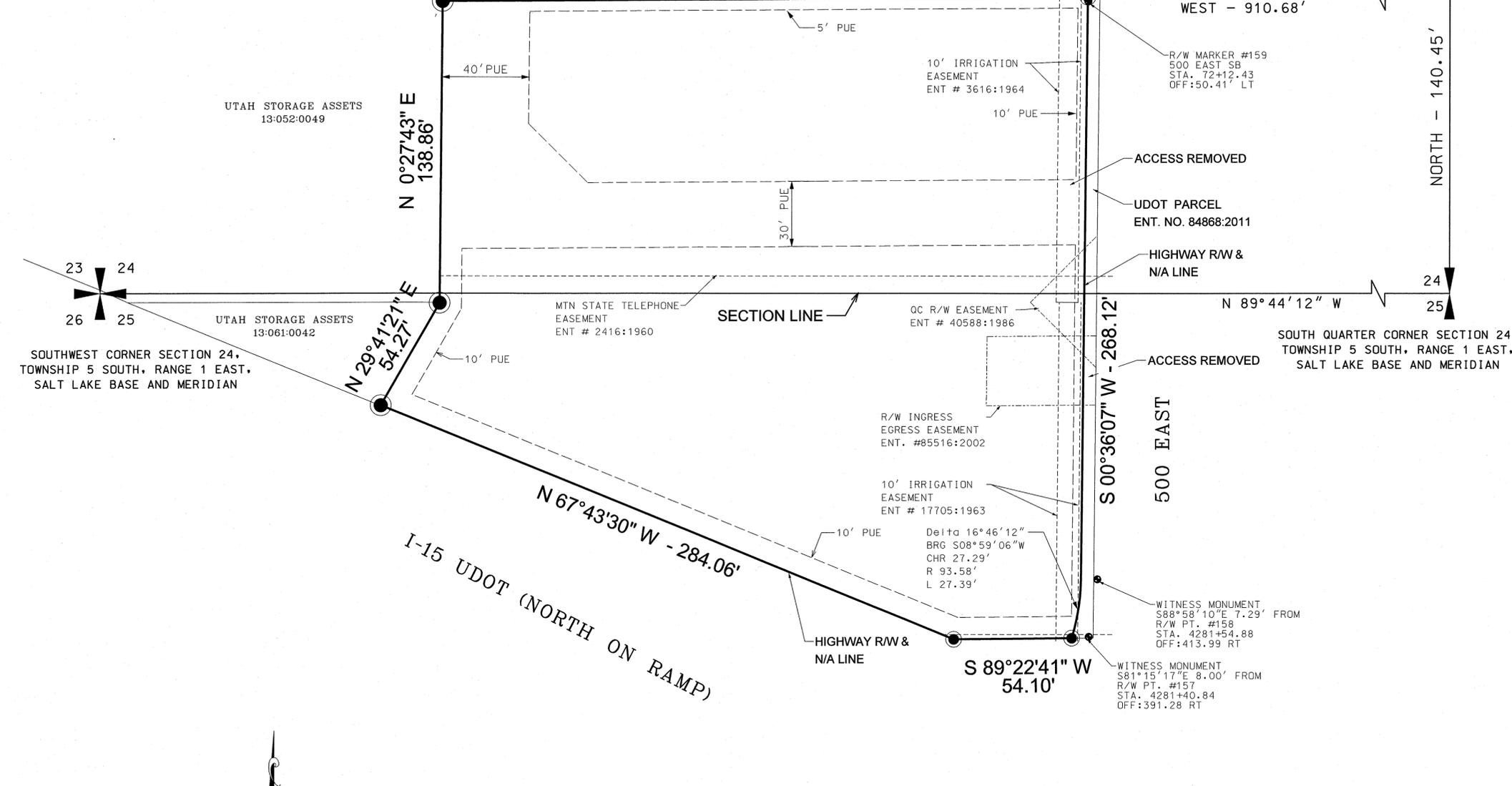
Barry Andreason
BARRY ANDREASON
July 27, 2015
DATE

ADDRESS: 716 SOUTH 500 EAST
AMERICAN FORK, UTAH
84663

SURVEY DATE: 05-06-15



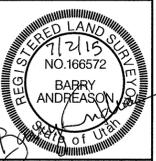
VICINITY MAP



PLAT NOTES:
THIS EASEMENT SHALL CONSTITUTE: (1) THE RECIPROCAL RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS BY THE OWNERS AND PATRONS OF USES CONSTRUCTED UPON EACH LOT WITHIN PLATS A AND B OF THIS SUBDIVISION, (2) THE RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS TO THE GENERAL PUBLIC, AND (3) THE RIGHT OF AMERICAN FORK CITY AND OTHER PUBLIC ENTITIES TO CONSTRUCT AND MAINTAIN WATER, SEWER, STORM DRAIN, AND SIMILAR UTILITY SYSTEMS AND FACILITIES PROVIDED THAT ANY SUCH SYSTEMS OR FACILITIES SHALL CONFLICT WITH THE USE OF THE EASEMENT AS A VEHICULAR TRAVELWAY.

THE OWNER OF EACH LOT SHALL HAVE RESPONSIBILITY FOR MAINTENANCE, REPAIR AND / OR REPLACEMENT OF THE TRAVELWAY IMPROVEMENTS UPON THE PORTION OF THE VEHICULAR ACCESS EASEMENT APPURTENANT TO THEIR RESPECTIVE LOT.

BROWN
ENGINEERING, INC.
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097



No.	Date	By	Notes

Designed: D. BUFFO
Drawn: B. ANDREASON
Checked: B. ANDREASON
Date: MAY 20, 2015

WATTS AUTOMOTIVE
AMERICAN FORK, UTAH
RECORD OF SURVEY

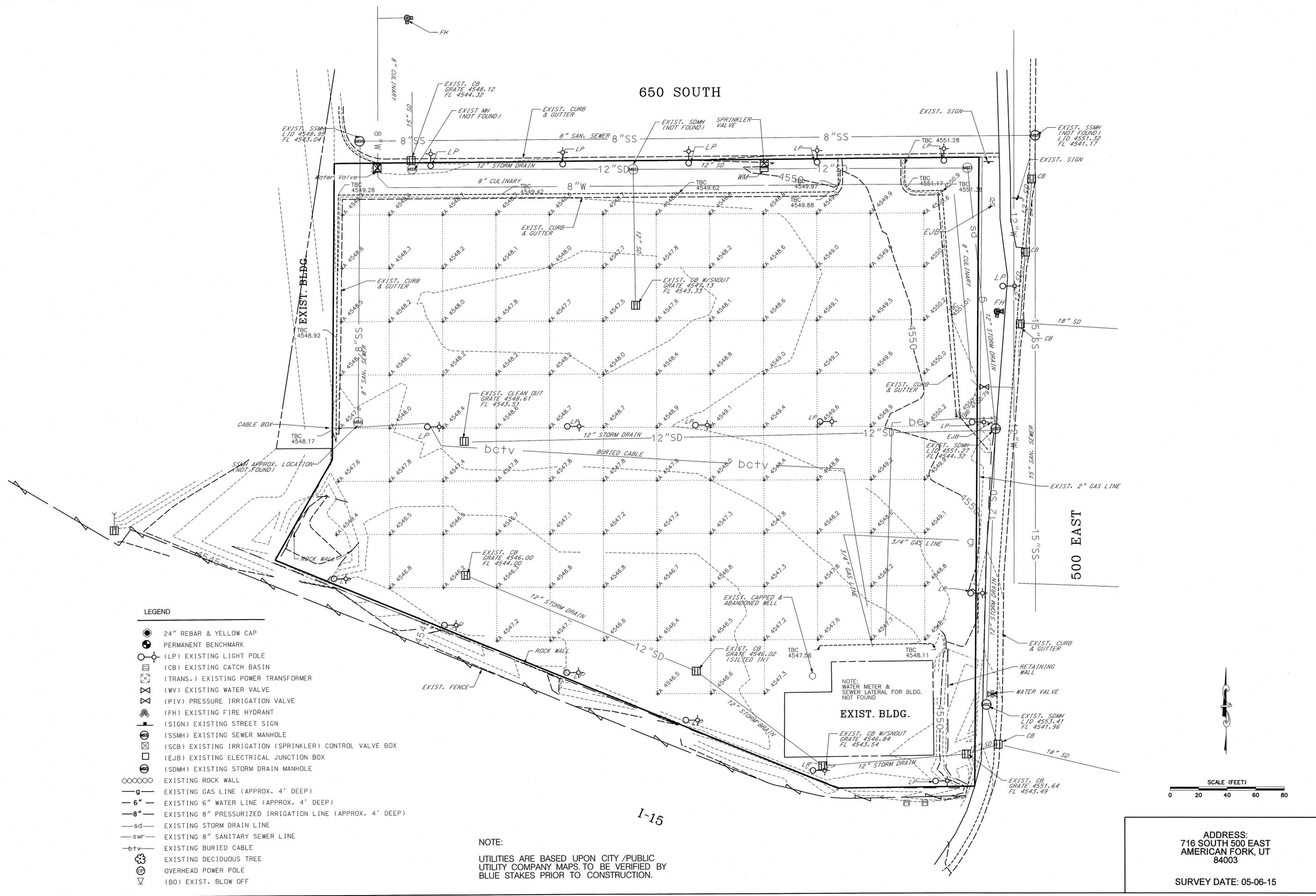
PROJECT NO.
2015.047
SHEET NO.
1

No.	Date	By	Notes

Designed: D. BUFFO
Drawn: BARRY ANDREASON
Checked: BARRY ANDREASON
Date: MAY 20, 2015

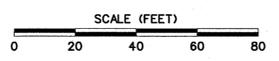
WATTS AUTOMOTIVE
AMERICAN FORK, UTAH
TOPOGRAPHICAL SURVEY

Title: _____
Location: _____
Drawing Name: _____
PROJECT NO. 2015-047
SHEET NO. 2



- LEGEND**
- 24" REBAR & YELLOW CAP
 - ⊕ PERMANENT BENCHMARK
 - (LP) EXISTING LIGHT POLE
 - ⊞ (CB) EXISTING CATCH BASIN
 - ⊞ (TRANS.) EXISTING POWER TRANSFORMER
 - ⊞ (WV) EXISTING WATER VALVE
 - ⊞ (PIV) PRESSURE IRRIGATION VALVE
 - ⊞ (FH) EXISTING FIRE HYDRANT
 - ⊞ (SIGN) EXISTING STREET SIGN
 - ⊞ (SSMH) EXISTING SEWER MANHOLE
 - ⊞ (SCB) EXISTING IRRIGATION (SPRINKLER) CONTROL VALVE BOX
 - ⊞ (EJB) EXISTING ELECTRICAL JUNCTION BOX
 - ⊞ (SDMH) EXISTING STORM DRAIN MANHOLE
 - EXISTING ROCK WALL
 - g— EXISTING GAS LINE (APPROX. 4' DEEP)
 - 6"— EXISTING 6" WATER LINE (APPROX. 4' DEEP)
 - 8"— EXISTING 8" PRESSURIZED IRRIGATION LINE (APPROX. 4' DEEP)
 - sd— EXISTING STORM DRAIN LINE
 - sw— EXISTING 8" SANITARY SEWER LINE
 - btv— EXISTING BURIED CABLE
 - ⊞ EXISTING DECIDUOUS TREE
 - ⊞ OVERHEAD POWER POLE
 - ▽ (BO) EXIST. BLOW OFF

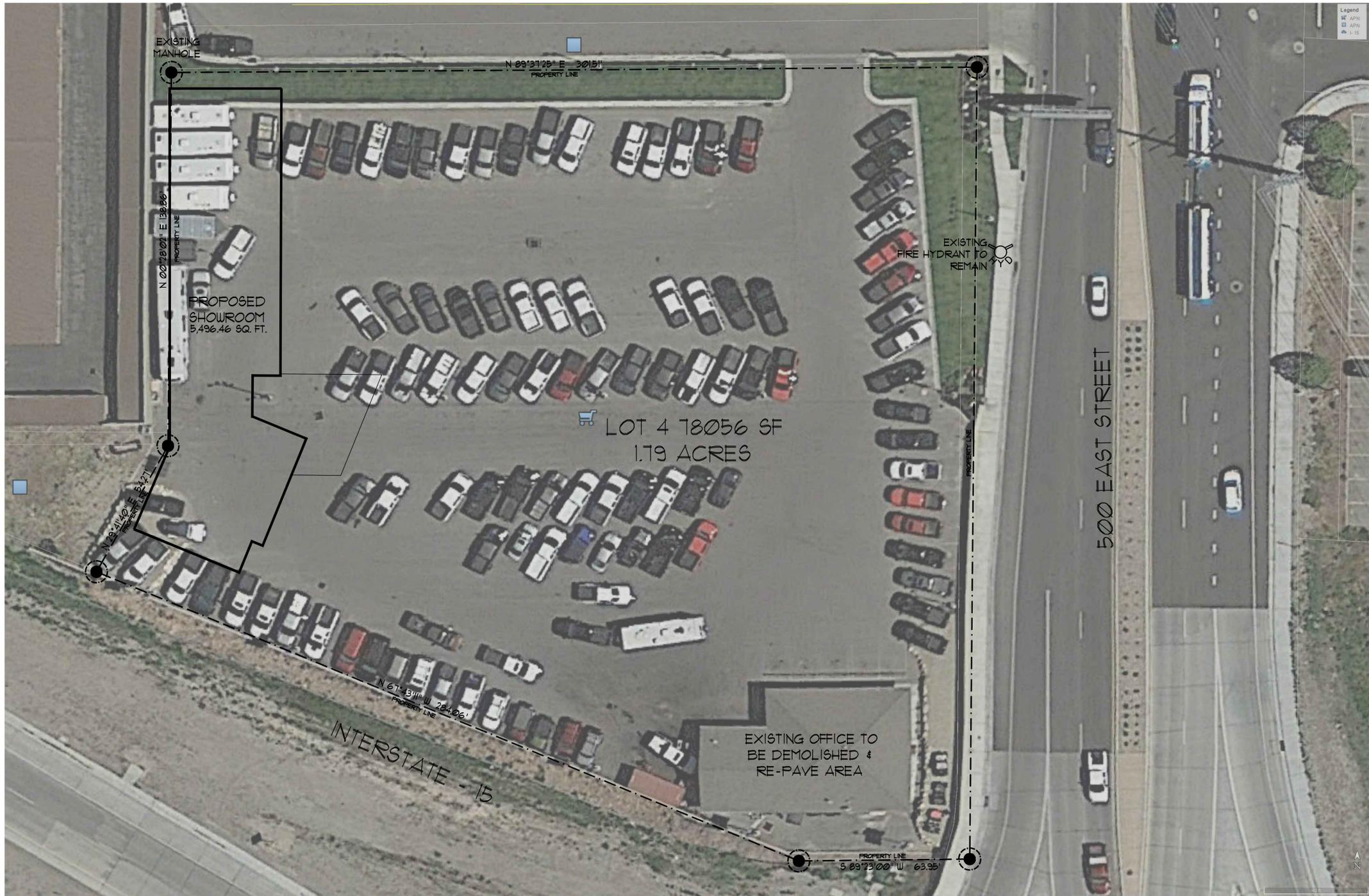
NOTE:
UTILITIES ARE BASED UPON CITY/PUBLIC UTILITY COMPANY MAPS TO BE VERIFIED BY BLUE STAKES PRIOR TO CONSTRUCTION.



ADDRESS:
716 SOUTH 500 EAST
AMERICAN FORK, UT
84003

SURVEY DATE: 05-06-15

I-15



- SITE NOTES:**
1. ALL SITE GRADING AND DRAINAGE IS EXISTING AND WILL REMAIN. ALL EXISTING PAVINGS WILL REMAIN.
 2. ALL SITE UTILITIES ARE EXISTING AND WILL REMAIN, AND WILL BE CONNECTED TO THE NEW SHOWROOM.
 3. ALL SITE LIGHTING IS EXISTING AND WILL REMAIN.
 4. PRESSURIZED IRRIGATION DOES NOT CURRENTLY SERVE THIS SITE. IT IS CURRENTLY LOCATED 500' TO THE NORTH.
 5. ALL REQUIRED LANDSCAPE SETBACKS ARE EXISTING AND WILL REMAIN.
 6. SEE CIVIL ENGINEERING PLANS FOR UTILITIES LOCATIONS.

A SITE PLAN
SCALE: 1"=20'



SCHOLZ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIOR DESIGN
1503 SOUTH 40 EAST STE. 200, PROVO, UT 84608
BUS: 801.373.5128 FAX: 801.373.5190 E-MAIL: kevin@scholz-arch.com



WATTS AUTOMOTIVE
AMERICAN FORK, UTAH
SITE PLAN

PLOT SCALE: 1/4"=1'-0"
DATE: 5/6/2015
JOB: 15-007
SD_WA_SD
PM

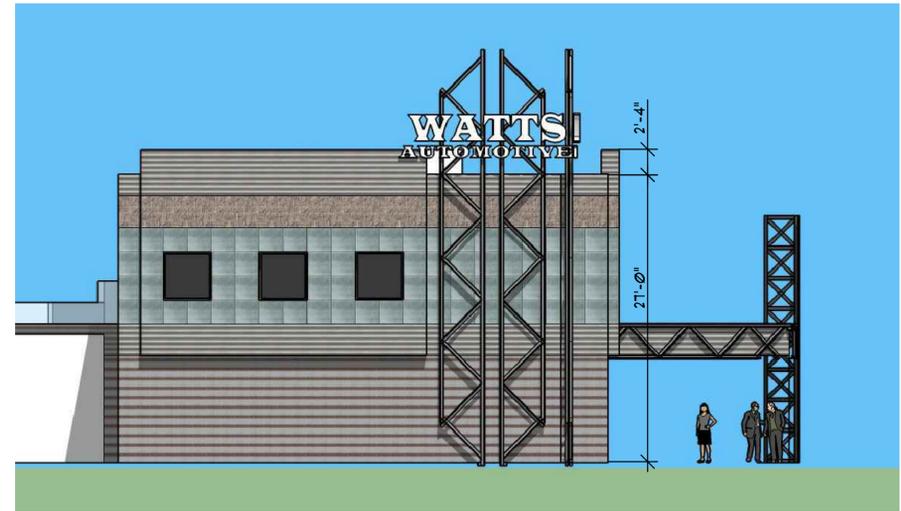
ISSUES/REV:	DATE:



PLANS ARE TO BE CONSIDERED NOT FOR CONSTRUCTION UNLESS SEAL AND SIGNATURE OF ARCHITECT ARE ATTACHED.



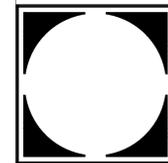
A NORTH ELEVATION
A2.1 SCALE: 1/8"=1'-0"



B SOUTH ELEVATION
A2.1 SCALE: 1/8"=1'-0"



C EAST ELEVATION
A2.1 SCALE: 1/8"=1'-0"



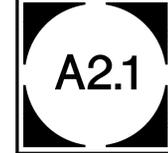
SCHOLZ ARCHITECTS
ARCHITECTURE ■ PLANNING ■ INTERIOR DESIGN
1603 SOUTH 40 EAST STE. 250, PROVO, UT 84608
BUS: 801.373.2128 FAX: 801.373.2130 E-MAIL: kevin@scholz-arch.com



WATTS AUTOMOTIVE
AMERICAN FORK, UTAH
ELEVATIONS

PLOT SCALE: 1/8"=1'-0"
DATE: 5/6/2015
JOB: 15-007
A2.1_WA_ELEV
PM

ISSUES/REV.	DATE



AGENDA TOPIC: Hearing, review and action on an amended commercial site plan for Watts Automotive, located at 716 South 500 East, in the GC-2 (Planned Commercial) Zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION					
Location:		716 South 500 East			
Applicants:		Watts Automotive			
Existing Land Use:		Commercial			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	I-15			
	East	Commercial			
	West	Commercial			
Existing Zoning:		GC-2 (Planned Commercial)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	PF (Public Facilities)			
	East	GC-2 (Planned Commercial)			
	West	GC-2 (Planned Commercial)			
Growth Plan Designation:		Design Commercial			
Zoning within density range?		<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Background

Watts Automotive was originally approved in 2002. The property owners would like to demolish the existing structure and replace it with a new structure along the western boundary of the property. This will allow increased visibility for the dealership. The area of the existing structure will be replaced with asphalt for auto display. The proposed structure will consist of 8,000 sq. ft. Renderings of the proposed structure are included in the packet materials. Landscaping and access points will remain unchanged.

Consistency with the Land Use Plan:

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

FINDING OF FACT

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

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

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of an amended commercial site plan for Watts Automotive, located at 716 South 500 East, in the GC-2 Planned Commercial Zone, with the finding as outlined in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 7/22/2015

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:

Project Name: Watts Automotive

Project Address: 716 South 500 East

Developer / Applicant's Name: Watts Automotive

Type of Application:

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input checked="" type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

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

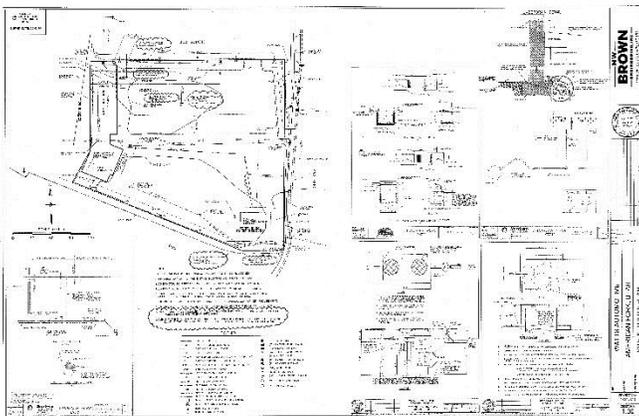
1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 7/22/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Applicant is requesting that the Planning Commission waive the following requirement(s):

1. NA

- Requested waivers **ARE** necessary for the proposed development to move forward.
- Requested waivers **ARE NOT** necessary for the proposed development to move forward.

Plan Submittal:



STANDARD CONDITIONS OF APPROVAL

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.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the 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.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Plan Modifications Required:

1. UWR #55-769 and its associated well id #13414 must be properly abandoned according to the Utah State Procedures.
2. This plan requires the partial vacation of a certain PUD. Approval is subject to the completion of this vacation.
3. A Non Public Easement should be cleared from this site by obtaining releases from the current owners.
4. A Commercial Sewer Application has been submitted to TSSD and must receive a favorable response back from the District.

47 **MOTION: Christine Anderson - To approve the preliminary plan of S&L Solutions LLC**
48 **Subdivision, subject to the findings and condition listed in the staff report and subject to**
49 **any findings, conditions and modifications found in the engineering report.**

50 **Findings:**

- 51 • **The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).**
- 52 • **The final plat meets the criteria as found in Section 17.8.211 of the**
- 53 **Development Code.**

54 **Conditions:**

- 55 • **Water rights conveyance shall occur prior to final plat recordation.**
- 56 • **A forward entry driveway being added to the plat.**

57
58 Seconded by Leonard Hight.

	Yes	-	Christine Anderson Leonard Hight Nathan Schellenberg John Woffinden	Motion passes.
--	-----	---	--	----------------

64
65 3. Review and action on a final plat for S&L Solutions LLC Subdivision, consisting of 2
66 lots, located at 1025 North 900 West in the R1-12,000 Residential Zone (
67)

68 **MOTION: Christine Anderson - To recommend approval of the final plat of S&L**
69 **Solutions LLC Subdivision, subject to the findings and condition listed in the staff report**
70 **and subject to any findings, conditions and modifications found in the engineering report.**

71 **Findings:**

- 72 • **The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).**
- 73 • **The final plat meets the criteria as found in Section 17.8.211 of the**
- 74 **Development Code.**

75 **Conditions:**

- 76 • **Water rights conveyance shall occur prior to final plat recordation.**
- 77 • **All Standard Conditions of Approval and items denoted as “Plan**
- 78 **Modification(s) Required” in the 7/22/2015 Engineering Division Staff**
- 79 **Report for the City Land Use Authority shall be addressed on all final**
- 80 **project documents.**
- 81 • **A forward entry driveway being added to the plat.**

82
83 Seconded by Leonard Hight.

	Yes	-	Christine Anderson Leonard Hight Nathan Schellenberg John Woffinden	Motion passes.
--	-----	---	--	----------------

84
90 4. Hearing, review and action on an amended commercial site plan for Watts Automotive,
91 located at 716 South 500 East, in the GC-2 (Planned Commercial) Zone (7:10 p.m.)
92

93 Staff Presentation:

94 Wendelin Knobloch reported this project was originally approved in 2002. The petitioner has
95 come in with a new building. The existing building is proposed to be demolished and replaced
96 with a larger showroom in a different location. There is a rendering of the building, which is an
97 upgrade to the site.

98
99 Andy Spencer noted for the record the one commitment going to construction is all car washing
100 on the site will have to be done in the new bays. Staff will look for that formal commitment.

101
102 Applicant Presentation:
103 Kevin Scholtz is the architect. They are excited about the new facility. They are selling trucks all
104 over the world. The commitment letter has been prepared and will be forwarded to the City. On
105 the landscaping they will be adding some here and there. Their understanding is that the current
106 landscaping is compliant.

107
108 John Woffinden stated this is a gateway to the City. He would like to see some grass and shrubs.

109
110 Kevin Scholtz stated they will be landscaping the area where the existing building is located to
111 showcase the vehicles. There will be boulders and plants. There is a wall surrounding the facility
112 so landscaping wouldn't show down inside the facility. Outside of that it is not their property.
113 They want to make the area as nice as possible. The landscape they have is compliant. He is not
114 sure they are against doing some things, but again it is not their ground. They don't want to put
115 in a bunch of trees that would hide the vehicles. They would be friendly to augmenting what's
116 there. He would commit to putting in some lawn in the narrow strip there.

117
118 PUBLIC HEARING

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

120
121 **MOTION: Nathan Schellenberg - To recommend approval of an amended commercial site**
122 **plan for Watts Automotive, located at 716 South 500 East, in the GC-2 Planned**
123 **Commercial Zone, with the finding as outlined in the staff report and subject to any**
124 **findings, conditions and modifications listed in the engineering report.**

125 **Findings:**

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

128 **Conditions:**

129 • **All Standard Conditions of Approval and items denoted as "Plan**
130 **Modification(s) Required" in the 7/22/2015 Engineering Division Staff**
131 **Report for the City Land Use Authority shall be addressed on all final**
132 **project documents.**

133 • **Submittal of a formal commitment that all the car washing will be done in**
134 **the bays.**

135
136 Seconded by Leonard Hight.

137
138 Yes - Christine Anderson
139 Leonard Hight
140 Nathan Schellenberg

142

143

144

145

146

- 5. Hearing, review and action on a zone map amendment for Timp Rentals, from the SC-1 (Planned Shopping Center) Zone to the GC-1 (General Commercial) Zone, located at approximately 135 North West State Road (7:22 p.m.)

147

Staff Presentation:

148

Wendelin Knobloch stated this is directly connected to the next two items, Green Spring Meadows. During original zone change and hearing, there were some neighbors that fought the change and got a discussion going. In the end the developer decided to enter into an agreement with Timp Rental to transfer a portion of the property to them. There is an exhibit in the zone change that shows a parking lot, which will be an expansion of Timp Rental. The original idea has been to buffer the residents from the business and vice versa. The concept in the packet isn't legally binding but communicates what might happen. We are only discussing the zone change at this time. It will come back as an amendment to the site plan for Timp Rental. A business can't be expanded on new property without a site plan revision.

157

158

Andy Spencer stated the site plan and zone change could be tied together. Meaning the zone change doesn't become effective until the site plan is approved.

159

160

161

Applicant Presentation:

162

Joe Phelon stated there was previously a developer concerned with their operations being close to the residential units. Timp Rental have never had a complaint from the Seven Seas community in our 17 years of operation. They wanted to have a buffer to be a good neighbor. They put in landscaping in the 14-foot buffer. The building is zoned for general commercial 1. They are asking for the new property to be in the same zone. It will have an eight-foot wall between the commercial and residential. They park equipment along the wall that isn't motorized. Timp Rentals opens at 7:30 a.m., and they want to continue to be good neighbors.

169

170

Leonard Hight noted that note 4 on the plans calls for a four-foot wall so that needs to be changed.

171

172

173

PUBLIC HEARING

174

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

175

176

MOTION: Nathan Schellenberg - To recommend approval of a zone map amendment in the area of 135 North West State Road, from the SC-1 Zone to the GC-1 Zone. Seconded by Leonard Hight.

179

180

Yes - Christine Anderson
Leonard Hight
Nathan Schellenberg
John Woffinden

181

182

Motion passes.

183

184

185

- 6. Hearing, review and action on a preliminary plan for Green Spring Meadows PUD, consisting of 68 units and two commercial lots, located at approximately 150 North West

186