AMERICAN FORK CITY COUNCIL
AUGUST 25, 2015
***AMENDED** NOTICE OF PUBLIC HEARINGS, REGULAR SESSION & AGENDA

PUBLIC HEARINGS

The American Fork City Council will meet in a public hearing on **Tuesday, August 25, 2015, in the American Fork City Hall, 31 North Church Street** as follows:

*****7:15 p.m. Receiving of public comment regarding vacation of easements at 164/176 North 150 West Circle; 841 West Pacific Drive; 864 East 120 North; and 1158 North 1150 East. - *Staff*

7:20 p.m. Receiving of public comment regarding the Richards Annexation consisting of 11.74 acres at 980 North 900 West. – *Dan Richards*

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, August 25, 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 a Pastor from the Mountain View Calvary Church; 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 August 6, 2015 City Council work session minutes.
2. Approval of the August 11, 2015 City Council minutes.
3. Approval of the City bills for payment and purchase requests over $25,000. – *Cathy Jensen*

ACTION ITEMS

1. Review and action on a fee schedule reaffirming current American Fork City fees and addressing previously unidentified items in the fee schedule. – *Cathy Jensen*
2. Review and action the Red Leaf Annexation consisting of 1.88 acres at 825 East 50 South including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the RA-1 Residential Agricultural zone. – *Reid Shelley*
3. Review and action on a Resolution indicating the City's intent to annex the Humble Annexation consisting of 1.16 acres at 1191 East 700 North. – *Janet Humble*

4. Review and action on an improvements agreement with South Point Development (AKA Oakwood Homes) for road and infrastructure system improvements associated with the South Point Phase I, II, III, IV project at approximately 340 South 740 East. – *Oakwood Homes*
5. Review and action on the approval of the Cooperative Agreement between The City of American Fork and Utah Department of Transportation (UDOT) for a project to improve the intersection of US-89 (State Street) at 200 East and Main Street by realignment. – *Staff*
6. Review and action regarding a Statewide Utility Agreement with the Utah Department of Transportation (UDOT). – *Staff*
7. 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 Rivulet Subdivision, located at 860 East 400 South in the PC Planned Community zone. – *The Richie Group*
    b. Review and action on an Ordinance approving a site plan for the Rivulet Apartments consisting of 252 units, located at 860 East 400 South in the PC Planned Community zone. – *The Richie Group*
8. Review and action on an Ordinance approving the vacation of an easement at 164/176 North 150 West Circle. – *Staff*
9. Review and action on an Ordinance approving the vacation of an easement at 841 West Pacific Drive. – *Staff*
10. Review and action on an Ordinance approving the vacation of an easement at 864 East 120 North. – *Staff*
11. Review and action on an Ordinance approving the vacation of an easement at 1158 North 1150 East. – *Staff*
12. Consideration and action on entering into a one year service contract with All Pro Security (APS) for the transportation of AFPD arrestees from the Utah County Jail to the 4th District Court (located in American Fork) for legal proceedings, and back to the county jail – *Lance Call*
13. Adjournment

Dated this 24 day of August, 2015

Richard M. Colborn
City Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Finance **Director Approval** C Jensen

AGENDA ITEM Consideration and action on approval of fee schedule reaffirming current American City fees and, addressing previously unidentified items in the fee schedule.

SUMMARY RECOMMENDATION Finance Officer recommends approval of the revised fee schedule.

BACKGROUND Periodically, the City reviews and affirms or amends City fees. Each department has reviewed the fees outlined in the proposed fee schedule.

Each department proposing changes to the fee schedule is responsible for justifying any proposed changes.

SUGGESTED MOTION I move approval of the 2015 fee schedule.

SUPPORTING DOCUMENTS

- Proposed fee schedule
- Fee schedule resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF AMERICAN FORK FOR THE PURPOSE OF ESTABLISHING A GENERAL SCHEDULE OF THE FEES CHARGED BY THE CITY FOR WATER, SEWER, GARBAGE, STORM DRAIN, CEMETERY FEES, RECREATION USE FEES, BUILDING FEES, AND OTHER FEES.

WHEREAS, the Mayor and City Council of American Fork finds and declares that it is desirable and in the public interest to pass a single Resolution for the purpose of establishing and setting forth a general schedule of the most common fees charged by the City of American Fork; and

THEREFORE, THAT THE CITY COUNCIL OF THE CITY OF AMERICAN FORK UTAH, RESOLVES AS FOLLOWS:

Section 1. The following Resolution is hereby enacted, entitled "General Fee Schedule:'

GENERAL FEE SCHEDULE

1. General Fee Schedule Established. The following is an enactment listing the specific fees for the City as they shall be established as of the effective date of this Resolution (Exhibit A):

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. All fees and charges contained in any current resolutions inconsistent herewith, are hereby repealed to the extent of the inconsistency, but in all other respects such resolutions shall remain in full force and effect.

Section 4. This Resolution is to be construed to be consistent with any and all State, County and Federal laws and regulations concerning the subject matter hereof. If any section, sentence, clause of phrase of this Resolution is held invalid by any court of competent jurisdiction, then said ruling shall not affect the validity of the remaining portions.

BE IT FURTHER ENACTED AND RESOLVED THAT THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE THIS _____ DAY OF July, 2015

_____

James H. Hadfield,
Mayor, American Fork City

_____

Richard M. Colborn, City Recorder

AMERICAN FORK CITY
General Fee Schedule

Exhibit A

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

TAXES

Certified Tax Rate	As set by resolution
Telecommunications Tax	3.5%
Franchise Tax	5%
Energy Sales/Use Taxes	6%

LICENSES AND PERMITS

Permits

Chicken Permit	$ 15.00		
Violation as assessed by enforcement officer	$ 75.00		
Bee Permit (administered through the State of Utah and Utah County)	$ 15.00		

Business Licenses

New Commercial Application Business License Fee	$ 200.00		
New Home Occupation Application Fee	$ 50.00	$	150.00
Fire Self-Inspection Fee	$ 7.00		
New Home Occupation Application Fee (Child Care/Preschool-no self inspection fee)	$ 50.00	$	150.00
Penalty Fee (Assessed if business is open prior to obtaining license)	$ 100.00	***	
Late Fee for Late Renewals	$ 25.00	***	
Change of Location Fee (+ renewal fee)	$ 125.00		
Name Change Fee	$ 10.00		
Commercial Business Renewal Fee (w/o inspection)	$ 75.00		
Commercial Business Renewal fee (w/self-fire inspection fee)	$ 82.00	Re-classification	
Home Occupation Renewal Fee (w/self-fire inspection fee)	$ 57.00		
Home Occupation Renewal Fee (Child Care/Preschool)	$ 50.00		
Alcohol/Beer License Fee	$ 300.00		
Amusement Devise Fee (per machine)	$ 25.00		
Maximum Fee	$ 200.00		
Temporary Business License (Up to 10 Consecutive Days)	$ 200.00		
Seasonal Business License (Up to 4 Months)	$ 300.00		
Solicitor Fees-Individual	$ 15.00		
Ice Cream Vendor	$ 325.00		
Fingerprinting for Ice Cream Vendor	$ 25.00		
Food Truck Vendors (Includes fire inspection) (Per Company)	$ 200.00		

Fire Inspections Associated with Business Licenses (Unless specifically identified below)

Day Care/Residential Non-Ambulatory Care Facility Fire Inspection	$ 100.00	
Annual and New Business Fees		
Business Inspection (Non Specified)	No Charge with new /renewal business license	
2nd Business Inspection	No Charge with new/renewal business license	
3rd and subsequent fire inspections	50.00 + 60.00/hr. (1 hr. minimum)	
Specific Assessments for Fire Inspections		
Assembly Inspections (A-1 & A-2)	$ 200.00	
Commercial Daycare/Preschool	$ 100.00	New
Residential Daycare/Preschool	$ 50.00	
Nursing Homes/Assisted Living	$ 100.00	
Firework Sales (per location)	$ 60.00	
Amusement Buildings	$ 100.00	
Hospitals	$ 200.00	
Woodworking Plant	$ 75.00	
Fire Riser Inspection	$ 75.00	New
Single Use Permit		
Fireworks Display	$ 135.00	
Pyrotechnics (other)	$ 100.00	
Carnivals <10 attractions	$ 60.00	
Carnivals>10 attractions	$ 100.00	
Tents/Canopy	$ 60.00	

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Hazardous Material and LPG Tanks

Permits, and Fees (annual)

Minimal Storage/Use Site (solids-500 lbs. or less; liquids-55 gal or less)	$	175.00
Backup Generator/ Battery Site	$	125.00
Body Shop/Garage	$	175.00
HM Storage Site (solids-500 lbs. or more; liquids-55 gal or more)	$	220.00
HM Dispensing/Use Site	$	370.00
Gasoline and or Natural Gas Dispensing/Use Site	$	150.00
HM Production/ Processing (Conducted on a bi-annual basis)	$	475.00
(solids-1000 lbs.; liquids-100 gal; compressed gas as defined by code-)		
100+ Gallons of Hazardous Materials (Conducted on a bi-annual basis)	$	475.00
Oil/Hydrocarbon Refinery (Conducted on a bi-annual basis)	$	475.00
Waste Water Disposal	$	475.00
Tier II Reporting Fee	$	50.00

FEES

Ambulance Fees

Ambulance fees will comply with the fees set forth by the State of Utah Bureau of EMS, and may vary annually. Current rates can be obtained from the following web site:

http://health.utah.gov/ems/rulereg/ambulance_rates.pdf

Fire Protection Systems

*At the discretion of the Fire Marshal, any or all fire protection system plans may be sent to an independent 3rd party fire protection engineering consultant of the Marshal's choosing, for review and/or consultation. An administrative fee will be assessed on all plans.
Any 3rd party review will incur additional fees. All fees must be paid in full before any inspections will occur or occupancy of premises will be allowed.

Administrative Fee	$	75.00
Automatic Fire Protection System*		
In House Plan Review		
<100 Heads	$	75.00
101-199 Heads	$	100.00
200-299 Heads	$	150.00
>300 Heads	$	200.00
>300 (Per Head, in addition to the base fee)	$	0.50
Acceptance Testing		
Underground Flush	$	60.00
Hydrostatic (2)	$	60.00
Acceptance (2)	$	60.00
Any Acceptance (2)	$	60.00
Other Fire Protection Systems		
Additional Riser	$	50.00
Standpipe (2)	$	100.00
Automatic Fire Sprinkling System- Remodel or Tenant Finish*		
Plan Review		
<5 Heads	$	65.00
5-50 Heads	$	75.00
>50 Heads	$	100.00
>50 Heads (Per Head, in addition to the base fee)	$	0.50
Acceptance Testing/Final		
Hydrostatic (2)	$	60.00
Acceptance (2	$	60.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Fire Alarm Systems*			
Plan Review			
New System	$ 100.00		
Remodel	$ 50.00		
Additional Floors	$ 50.00		
Acceptance/Final (2)	$ 50.00		
Commercial Hood System*			
Plan Review Each Hood	$ 100.00		
Acceptance (2)	$ 50.00		
Fire Hydrant Installation and Testing*			
Refer to Public Works Fee Schedule			
Cleanup			
Reimbursed for Material Replacement +50.00/hr./Firefighter			
LPG Site Plan Review	$ 75.00	New	
Above or Underground Storage Tanks			
Up to 3 tanks	$ 300.00	New	
Each Additional Tank	$ 75.00	New	
Inspections/Enforcement			
Annual Burn Permit	$ 20.00		
Grama Requests (fire-related)			
1st 10 pages	$ 20.00		
Each page after 10th page	$ 0.25		
Enforcement			
Plan Review Rush (Alarm)	$ 100.00		
Plan Review Rush (Sprinkler)	$ 200.00		
Stop Work Removal	$ 100.00		
Installation Without Permit	$ 200.00		
Additionally, Double Fees, Stop Work, Removal			
Operations			
Equipment Damaged	Actual Cost		
Material utilized in mitigation	Actual Cost		
Man hours for cleanup	$50.00 / hr. / FF	$	35.00
Special Events/Fire Watch/EMS standby	$50.00 / hr. / FF	$	35.00
Hot work permit fee	$ 50.00		
Temporary Membrane Structure and Tent	$ 60.00	$	75.00
Hazardous Materials Address Search	$ 75.00 / Hr.		
(Minimum of 1 hour)			

Police Department

Accident Reports and/or Incident Reports			
Residents	$ 5.00		
Non-Residents	$ 20.00		
Grama Requests (Police-related)			
1st 10 pages	$ 20.00		
Each page after 10th page	$ 0.25		
CD Media Files (photograph, audio, video)	$ 25.00		
Fingerprints (Wed. & Thurs. 8:00 am - 11:00 am)			
Residents	No Charge		
Non-Residents	$ 25.00		
Alarm License	$ 25.00		
Landlord Permit Fee	$ 50.00		
Landlord Permit Renewal Fee	$ 25.00		
Special Events Standyby	$50.00 / hr. / Officer		

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Administration			
GRAMA Requests (Non-police and/or non-fire related)			
Audiotapes of City Meetings		$ 25.00	
Records Research (after first 15 minutes records request response)			
Per UCA 63G-2-202: The cost of staff time for compiling, formatting, manipulating, packaging, summarizing or tailoring record. The cost of staff time for search, retrieval or compiling.			$ 14.00
Blank Forms and Applications		No Charge	
Paper Copies			
Color	11" x 17"	$ 1.00	
Black and White	11" x 17"	$ 0.50	$ 0.25
Color	8.5" x 11"	$ 0.50	$ 0.25
Black and White	8.5" x 11"	$ 0.25	
Copies of Current Agendas		No Charge	
Governmental Community Information Packets and Brochures		No Charge	
Advertisement costs (publication in newspaper)		Newspaper cost plus $10.00	
Recording of Subdivision Plats		Cost of Utah County Recording Fees	
Note: The City will not copy onto personal thumb drives			New
Refuse Collection Fees			
First Container		$ 10.00	
Additional Garbage Container Fee		$ 6.65	
Recycling Fee		$ 5.40	
North Utah Valley Animal Services Special Service District Fees (Dog Licenses and Animal Shelter)			
Please refer to NUVASSD website at http://northutahvalleyanimalshelter.org/dog-licenses			
AF History Books (Plus applicable tax)			
Early History of American Fork		$ 8.00	
The Growing Years		$ 39.95	
Building Inspections Department:			
Impact Fees			
Transportation			
Residential (Per Unit/1K SF)			
Single Family Residential		$ 2,076.68	
Multi-Family Residential		$ 1,174.39	
Non-Residential (1,000 SF Floor Space)			
Hotel (per room)		$ 1,066.27	
Non-Residential Less than 1 trip per 1,000 sq. ft.		$ 1,763.38	
Non-Residential 1 to 2 trips per 1,000 sq. ft.		$ 1,674.31	
Non-Residential More than 2 trips per 1,000 sq. ft.		$ 5,022.93	
School		$ 11,720.18	
Residential Water Impact Fees (per ERU)			
Culinary		$ 1,495.00	
Secondary			
Residential			
Total Lot Size * % Irrigated * .48 = Impact Fee per SFDU			
Multi-Family Residential			
Total Lot Size * % Irrigated * .48 = Impact Fee per MF			
Example: Lot size (9000 sq. ft.) x (Irrigated percentage (taken from map, such as 63%))			
(9,000 * .63)*.48=$2,721.60			
Storm Drain (per sq. ft. of impervious surface)		$ 0.17	
Per Acre (43,560 sq. ft.)		$ 7,595.00	

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Fire Impact Fee	
Residential (per unit)	
Single Family Residential	$ 414.72
Multi-Family Residential	$ 230.44
Non-Residential (Per 1K SF)	
Schools	$ 72.01
Multi Family Residential Unit	$ 140.80
Apparatus Fee	$ 112.80
Police Impact Fee	
Residential (per unit)	
Single Family Residential	$ 487.00
Multi-Family Residential	$ 241.50
Non-Residential (Per 1K SF)	
Schools	$ 235.79
Private Non-residential	$ 224.85
Parks and Recreation Impact Fee	
Single-Family Residential	$ 3,212.00
Multi-Family Residential	$ 2,777.03
Residential Sewer Impact Fees	
Single Family Detached	
Sewer System	$ 588.00
All Other Housing Types	
Sewer System	$ 588.00
Non-Residential Water Impact Fee	
Water System (per water meter size)	
0.750	$ 1,495.00
1.000	$ 2,497.00
1.500	$ 4,978.00
2.000	$ 7,968.00
3.000	$ 15,951.00
4.000	$ 24,921.00
6.000	$ 49,827.00
8.000	$ 79,727.00
Non-Residential Sewer Impact Fee	
Sewer System (per water meter size)	
0.750	$ 588.00
1.000	$ 1,471.00
1.500	$ 2,942.00
2.000	$ 4,708.00
3.000	$ 9,415.00
4.000	$ 14,712.00
TSSD Impact Fee (per eru)	$ 2,475.00

Hookup Fees

Residential and Non-Residential Water	
Meter Size	
0.750	$ 475.00
1.000	$ 525.00
1.500	$ 706.00
2.000	$ 856.00
3.000	$ 1,965.00
4.000	$ 3,065.00
6.000	$ 4,950.00
Residential and Non-Residential Sewer	$ 235.00
Residential and Non-Residential Pressurized Irrigation	$ 250.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Residential Inspection Fees

Carport	$ 25.00
Garage	$ 30.00
Unfinished Basement	$ 20.00
Finished Basement	$ 40.00
Main Level	$ 90.00
2nd Level	$ 90.00
Plan Check*	$ 400.00
Remarking Fee	$ 40.00
Reinspection Fee	$ 45.00
Gas Line Plan Check	$ 40.00
Residence Check	$ 40.00
Electrical Meter Change out	$ 45.00
Temporary Power	$ 35.00
Occupancy Fee	$ 50.00
Construction Water	$ 50.00
Electrical Fee	$ 45.00
Plumbing Fee	$ 45.00
Mechanical Fee	$ 45.00
Temporary Occupancy Fee	$ 50.00
Fence Permit Fee	$ 30.00

Commercial Inspection Fees

Reinspection Fee	$ 50.00
Remarking Fee	$ 50.00
Gas Line Plan Check	$ 50.00
Com Check	$ 50.00
Electrical Meter Change out	$ 45.00
Temporary Power	$ 35.00
Up Front Partial Plan Review Fee* (New Commercial)	$ 500.00
Up Front Partial Plan Review Fee* (Tenant Improvement/Remodel)	$ 200.00
Temporary Occupancy	$ 75.00
Occupancy Fee	$ 125.00
Construction Water	$ 100.00
Electrical Fee (Varies by type of improvement)	varies
Plumbing Fee (Varies by type of improvement)	varies
Mechanical Fee (Varies by type of improvement)	varies
Racking Permit Fee Plan Check	$ 50.00
Sign Permit Check	$ 50.00
Misc. Fee Per Hour	$ 50.00

Other Building fees

Replacement Inspection Card	$ 5.00
Basement Plan Check Fee	$30/hour
Permit Change	$ 30.00
Misc. Administrative Fee Per Hour	$ 30.00
Permit Reinstatement Fee	Variable

***Once plan review has been initiated the plan review fee is non-refundable**

***Complete plan review fees are 65% of the building permit fee. If the upfront plan review fee exceeds the actual plan review fee cost, the difference will be credited to the overall cost.**

*** Fees listed above are not inclusive. Other fees may apply or be required.**

Building Inspection Fee and 1% State Tax

Based on home valuation, determined by the Plans Examiner.

Permit Change-Over Fee	Variable
Occupancy Violation (plus $30 per day)	$ 100.00
Building Without a Permit Violation	Variable
Permit Renewal Fees	Variable

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Home Occupancy Permit (per 2 weeks)		$ 50.00		
Renewal		$ 50.00		
Final		$ 50.00		
Plan Check Fee		$ 300.00		
Commercial		Bldg. Insp Fee		
Overtime fees for Plan Review Checks		$ 200.00		
Inspections Outside of Normal Working Hours		$ 200.00		
Public Works and Engineering				
Printed Maps and Copies (paper)				
Color	24" x 36"	$ 20.00		
Black and White	24" x 36"	$ 15.00		
Color	18" x 24"	$ 10.00	New	
Black and White	18" x 24"	$ 5.00	New	
Color	11" x 17"	$ 1.00		
Black and White	11" x 17"	$ 0.50		
Color	8.5" x 11"	$ 0.50		
Black and White	8.5" x 11"	$ 0.25		
Construction Fees				
Performance Guarantee Administration Fee		$ 50.00		
Per Year (2-year minimum)				
Right-Of Way or Utility Excavation Permit (base)		$ 150.00	$	140.00
Asphalt cut (per cut)		$ 100.00	New	
Each cut includes 100 sq. ft., rate per each additional 100 sq. ft.		$ 20.00		
Minimum Commercial Site Inspection				
Less than 1 acre		$ 500.00	$	375.00
Over 1 acre (per acre: 0 < 0.35 round down, 0.36 > 1 round up)		$ 300.00	$	200.00
Minimum Subdivision Site Inspection (2 lots or less)				
Up to 2 Lots		$ 500.00	$	300.00
Per Lot over 2		$ 200.00	$	100.00
Development Inspection Fee (per hour above/beyond allocated hours)		$ 60.00	$	30.00
Land Disturbance Fee				
Permit Review		$ 70.00	$	40.00
Six (6) Months		$ 240.00	New	
One (1) Year		$ 480.00	New	
Development Fees				
Conventional Subdivisions				
Preliminary Plans (Plus $50.00 per lot)		$ 500.00		
Final Plat (Plus $25.00 per lot or unit)		$ 250.00		
Planned Shopping Centers and Planned Industrial Parks				
Concept Plan		$ 75.00		
Preliminary Plan (Plus $30.00 per acre)		$ 500.00		
Final Plan (Plus $30.00 per acre)		$ 250.00		
Combined Housing and Office Projects				
Concept Plan		$ 75.00		
Preliminary Plan (+$50.00 per residential unit and $50.00 per commercial acre)		$ 500.00		
Final Plan (plus $25.00 per unit and $25.00 per acre)		$ 250.00		
Condominium Projects, New Construction, PUD, Mobile Home and Conversion				
Concept Plan (Maximum of $75.00)		$ 10.00		
Preliminary Plans (Plus $50.00 per lot)		$ 500.00		
Final Plat (Plus $25.00 per lot or unit)		$ 250.00		

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Condominium Conversion Project (plus $50.00 per unit)	$	500.00	
Historic Building Conversion Project	$	500.00	
Minor Development Projects			
Vacation Vehicle Courts (per unit on final plat)	$	10.00	
Residential Accessory Structure	$	300.00	New
Commercial Site Plans	$	500.00	New
Zone Map or Development Code Text Change	$	250.00	
General Plan Amendment	$	250.00	
Annexation			
Under 1 acre	$	350.00	
Between 1 and 5 acres	$	750.00	
Over 5 acres	$	1,250.00	
Review of site plans or subdivisions in excess of 3 submittal reviews (per submittal)	50% of initial review cost		
Engineering Development Review	Cost of consultant		New
Independent Soils Review	Cost of consultant		
Hydraulic Model Certification	Cost of consultant		

UTILITIES

Utility Deposit			
Per Residential Unit	$	150.00	
Per Commercial Unit	$	200.00	
Tennant/Landlord copy of utility bill (per mailing)	$	0.40	

Water Rates

Pressurized Irrigation Rates

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Unmetered					
Base Rate ($/month)(9000 sq ft.)	$16.03	$17.84	$19.41	$20.72	$21.68
Overage ($/SF/month	$0.00200	$0.00223	$0.00243	$0.00259	$0.00271
Metered					
Base Allowance ($/month)					
0 to 8,000 gallons/month	$16.03	$17.84	$19.41	$20.72	$21.68
Block 2 Rate ($/Kgal)					
8,000 to 16,000 gallons/month	$1.43	$1.60	$1.74	$1.85	$1.93
BlocK 3 Rate ($/Kgal)					
Above 16,000 gallons/month	$3.77	$4.23	$4.60	$4.90	$5.12

Residential Culinary Water Rates
(Does not include Water Agency Assessment)

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Monthly Base Rate					
All meters	$16.03	$17.84	$19.41	$20.72	$21.68
Block Rates					
Base Allowance ($/month)					
0 to 6,000 gallons/month	$0.00	$0.00	$0.00	$0.00	$0.00
Block 2 Rate ($/Kgal)					
6,000 to 9,000 gallons/month	$2.27	$2.67	$3.00	$3.28	$3.49
BlocK 3 Rate ($/Kgal)					
Above 9,000 gallons/month	$3.07	$3.69	$4.20	$4.64	$4.96

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Commercial, Multi-Family, Industrial and Institutional Culinary Water Rates
(Does not include Water Agency Assessment)

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Monthly Base Rate					
3/4" and smaller	$18.07	$20.48	$22.53	$24.26	$25.46
1"	$19.22	$21.73	$23.87	$25.65	$26.90
1 1/2"	$20.37	$22.97	$25.21	$27.04	$28.33
2"	$23.53	$26.39	$28.90	$30.88	$32.29
3"	$46.82	$51.57	$56.07	$59.10	$61.39
4"	$55.45	$60.90	$66.13	$69.55	$72.17
6"	$75.58	$82.66	$89.60	$93.94	$97.32
8"	$98.58	$107.54	$116.43	$121.82	$126.06
10"	$130.21	$141.73	$153.32	$160.15	$165.58
Block rates					
Base Allowance					
0 to 6,000 gallons/month	$0.00	$0.00	$0.00	$0.00	$0.00
Block 2 Rate ($/Kgal)					
6,000 to 9,000 gallons/month	$2.04	$2.38	$2.65	$2.90	$3.07
BlocK 3 Rate ($/Kgal)					
Above 9,000 gallons/month	$3.07	$3.07	$3.07	$3.07	$3.07

Pressurized Irrigation Shareholder Rates

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Unmetered					
Base Rate ($/month)	$8.02	$8.92	$9.71	$10.36	$10.84
Overage ($/SF/month	$0.001000	$0.001115	$0.001215	$0.001295	$0.001355

Additional Shareholder Discount for Shares Owned in Excess of Required Minimum

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Possible Additional Discount	32.06	35.68	38.82	41.44	43.36

Large Residential Property Lot Owners

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Metered					
Base Allowance ($/month)					
0 to 8,000 gallons/month	$16.03	$17.84	$19.41	$20.72	$21.68
Block 2 Rate ($/Kgal)					
8,000 to 16,000 gallons/month	$1.43	$1.60	$1.74	$1.85	$1.93
BlocK 3 Rate ($/Kgal)					
Above 16,000 gallons/month	$3.77	$4.23	$4.60	$4.90	$5.12

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Ratio of Permeable Area for Commercial Pressurized Irrigation Users

	Commercia	Schools	Churches
Ratio of Permeable Areas	15%	50%	30%

Properties outside American Fork City Limits
Double the rate of American Fork City Residents

Hardship Exception Rates
Pressurized Irrigation
Seniors who qualify under Utah County Circuit Breaker Abatement
Base (8,000 gallons)..... As Adopted
Each additional 1,000 gallons..... $ 1.25
City will pay entire cost to purchase and install a meter for those seniors who qualify for the Utah County Circuit Breaker Abatement program.
Culinary Water
10% of the base rate of the adopted culinary rates

Other hardship cases will be heard by American Fork City by filing a relief petition with the City Recorder
Disconnection Fee..... $ 50.00
Tampering Fee..... $ 80.00
Pressurized Irrigation Connection Fee..... $ 250.00

Sewer Rates

Residential Customers
Base..... $ 35.55
Usage rate (per 1,000 gallons..... $ 1.40
Commercial Customers
Base..... $ 35.55
Usage rate (per 1,000 gallons..... $ 1.40
Industrial Customers
Base..... $ 35.55
Usage rate (per 1,000 gallons..... $ 1.40

Drain Fees

Residential Customers((including duplexes)1 ESU of impervious surface)..... $ 6.00
Undeveloped Parcel..... No Charge
Commercial Customers (per ESU)..... $ 6.00
(ESU's = Impervious surface/3,400)

CUP/Assessment..... $ 6.50

Properties outside American Fork City Limits.....
Double the rate of American Fork City Residents for all utility services

OTHER FEES / USER RATES

Library Fees

Over-Due fines (Maximum of $2.00 for each item)..... $.15 / Day
Media Items, Over-due fines (Maximum of $3.00 for each item)..... $.50 / Day
Out of Town Cards
Quarterly Card Fee..... $ 19.00
Semi-Annual Card Fee..... $ 36.00
Annual Card Fee..... $ 70.00
Card Replacement..... $ 2.00
Copies..... $.10 / page
Faxes 1st Page (Local)..... $ 1.00
Faxes Additional Pages..... $ 0.75
Faxes 1st Page (Long-Distance, Per Page)..... $ 2.00
Inter-Library Loan Postage..... $ 3.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Room Rental				
	Extra Small	$	5.00	
	Small Room	$	10.00	
	Medium Room	$	15.00	
	Large Room	$	25.00	
Laminating			$.75/ ft.	
Book Sales				
	Paper Back Books	$	0.50	
	Hard-Back Books	$	1.00	
Senior Citizen Fees		**$**	**5.00**	
Cemetery Fees				
Sale of Single Lot		$	1,000.00	
Veterans Lots		$	600.00	
Perpetual Care		$	200.00	
Opening and Closing				
Adult				
	Regular Day	$	350.00	
	Saturday/Holiday	$	650.00	
	Double Deep (lower) weekday	$	700.00	
	Double Deep (lower) weekend	$	1,300.00	
	Double Deep (upper) weekday	$	350.00	
	Double Deep (upper) weekend	$	650.00	
Child				
	Regular Day	$	200.00	
	Saturday/Holiday	$	400.00	
Family Opening/Closing				
	Regular Day	$	100.00	
	Saturday/Holiday	$	300.00	
Cremated				
	Regular Day	$	200.00	
	Saturday/Holiday	$	400.00	
Disinterment				
Under 4 feet in length		$	1,000.00	
Over 4 feet in length		$	1,500.00	
Burial Lot Transfers				
Title Fee and Recording Fee		$	50.00	
Transfers made after original deed		$	2.00	
Headstone Removal Fee		$	50.00	
	Flat or wedge	$	50.00	
	Upright	$	100.00	
	Large headstones may require removal through contracting company, in which case charge will be removal contract price.			
Recreation Fees				
Baseball and Softball				
	7th to 12th Grade	$	90.00	
T-Ball, Coach Pitch, Machine Pitch I		$	35.00	
Machine Pitch II, Girls Player Pitch, Girls Softball		$	45.00	
Player Pitch		$	60.00	
Tennis lessons		$	45.00	$ 40.00
Tennis Team		$	95.00	$ 90.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Soccer		$ 35.00
3 years old through 2nd Grade	$30.00	New breakout
3rd-4th Grades	$35.00	New breakout
5th-9th Grades	$45.00	New breakout
Flag Football		
1st-4th Grade	$ 35.00	New breakout
5th & 6th Grades	$ 40.00	New breakout
7th-12th Grade	$ 45.00	$ 40.00
Youth Basketball-No Longer Jr. Jazz		
1st & 2nd Grade	$ 30.00	
3rd-4th Grade	$ 40.00	
5th-6th Grade	$ 50.00	
7th-12th Grade	$ 75.00	
Volleyball	n/a	
Ski School		
Bus, Lessons, Pass	$ 295.00	
Bus Only	$ 90.00	
Skate Camp	$ 65.00	
Bowling Lessons	$ 55.00	
Golf Lessons	$35 - $80	
Reusable Sports Jersey-utilized in some programs	$ 8.00	$ 5.00

*All Recreation Programs include a $20 non-resident fee
*$5 multi family discount for registering multiple family members at the same time for the same program
*All Recreation Programs include a $5 late fee for registering after the deadline

Fitness Center Fees

12 Month Contract

Resident Rate	
Annual Family	$ 420.00
Per Month	$ 42.00
Annual Couple	$ 340.00
Per Month	$ 34.00
Annual Individual	$ 235.00
Per Month	$ 24.00
Annual Senior Couple	$ 235.00
Per Month	$ 24.00
Annual Senior Individual	$ 130.00
Per Month	$ 13.00
Non-Resident Rate	
Annual Family	$ 480.00
Per Month	$ 48.00
Annual Couple	$ 400.00
Per Month	$ 40.00
Annual Individual	$ 275.00
Per Month	$ 28.00
Annual Senior Couple	$ 275.00
Per Month	$ 28.00
Annual Senior Individual	$ 160.00
Per Month	$ 16.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Six Month

Resident Rate

Semi-Annual Family	$	260.00
Semi-Annual Couple	$	220.00
Semi-Annual Individual	$	165.00
Semi-Annual Senior Couple	$	165.00
Semi-Annual Senior Individual	$	100.00

Non-Resident Rate

Semi-Annual Family	$	290.00
Semi-Annual Couple	$	250.00
Semi-Annual Individual	$	205.00
Semi-Annual Senior Couple	$	205.00
Semi-Annual Senior Individual	$	130.00

Three Month

Resident Rate

Quarterly Family	$	190.00
Quarterly Couple	$	110.00
Quarterly Individual	$	90.00
Quarterly Senior Couple	$	90.00
Quarterly Senior Individual	$	45.00

Non-Resident Rate

Quarterly Family	$	245.00
Quarterly Couple	$	125.00
Quarterly Individual	$	100.00
Quarterly Senior Couple	$	100.00
Quarterly Senior Individual	$	50.00

Summer Family Pass (May 15-Sept 15)

Resident Rate	$	175.00
Non-Resident Rate	$	195.00

Daily Admission Fees and Punch Card Rates

Daily Adult (18 Yrs. and Older)	$	4.50
Daily Youth (5-17 Yrs.)	$	4.00
Daily Toddler (to 4 Yrs.)		Free
Daily Senior (55 Years and Older)	$	3.00
Daily "Track Only"	$	2.00
Daily Senior "Track Only"	$	1.00
Daily Family	$	20.00
Monday Night (Family Night)	$	15.00
Adult 20 Punch Card	$	80.00
Youth 20 Punch Card	$	70.00
Senior Citizen 20 Punch Card	$	50.00
"Track Only" 20 Punch Card	$	30.00
Senior "Track Only" 20 Punch	$	15.00

Nursery Pricing (2 hr. max per day)

One Child	$	28.00
Two Children	$	38.00
Three or More Children	$	48.00

Hourly Rates

Half Hour	$	1.00
Hour	$	2.00
20 Time Punch Card	$	35.00

Business Rates

Resident Rate 15% (1-20 employees)

Annual Family	$	360.00
Annual Couple	$	290.00
Annual Individual	$	200.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Non-Resident Rate 15%		
Annual Family	$ 372.00	
Annual Couple	$ 348.00	
Annual Individual	$ 180.00	
Resident Rate 20% (21-59 employees)		
Annual Family	$ 336.00	
Annual Couple	$ 272.00	
Annual Individual	$ 188.00	
Non-Resident Rate 20%		
Annual Family	$ 384.00	
Annual Couple	$ 320.00	
Annual Individual	$ 220.00	
Resident Rate 25% (60+ employees)		
Annual Family	$ 315.00	
Annual Couple	$ 255.00	
Annual Individual	$ 176.00	
Non-Resident Rate 25%		
Annual Family	$ 360.00	
Annual Couple	$ 300.00	
Annual Individual	$ 206.00	
Pay Per Visit Rate		
Per Person	n/a	
Minimum Payment Per Month for Pay Per Visit Clients	n/a	
Gymnastics	Member/Non Member	
Parent Tot	$25 / $28	
Gym Stars, Breeze, Thunder	$28 / $32	
Kinder	$45 / $50	
Blizzards	$28 / $32	
Tumbling	$30 / $33	
Levels 3-7	$70 - $155	
Itty Bitty Sports	$ 30.00	
Dance Classes	$25 - $60	
Karate	$35 - $80	
Merit Badge Classes	$8 - $26	
Preschool	$65 - $85	
Amphitheater Rental		
Full Day Rental	$ 500.00	New
1/2 Day Rental	$ 250.00	New
Refundable Deposit	$ 100.00	New
Boat Harbor Fees		
Day Use	$ 8.00	
Walk-in	$ 2.00	
Fishing	$ 5.00	
Senior Fishing and Launch (Drive in, per person, per day)	$ 5.00	
Senior Fishing and Launch (Drive in, per person, per season)	$ 40.00	
Resident Annual Launch Pass	$ 80.00	
Non Resident Annual Launch Pass	$ 100.00	

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Parks Field Rentals				
Baseball & Softball Fields				
Hourly	$	25.00	New	
Half Day	$	75.00	New	
Full Day	$	150.00	New	
Field Prep	$	45.00	New	
Field Lights	$	25.00	New	
Entire Complex-Half day	$	150.00	New	
Entire Complex-Full Day	$	300.00	New	
Lacrosse/Soccer/Football Fields				
Hourly	$	15.00	New	
Half Day	$	45.00	New	
Full Day	$	90.00	New	
Field Prep	$	100.00	New	
Field Lights	$	25.00	New	
Entire Complex-Half day	$	150.00	New	
Entire Complex-Full Day	$	300.00	New	
Special Events				
Special Event Application Fee	$	50.00	New	
Safety Deposit for items that require insurance	$	150.00	New	
Inflatables	$	100.00	New	
Pools	$	100.00	New	
Mechanical Bulls	$	100.00	New	
Carry Barbeques or Fire Pits	$	500.00	New	
Temporary Structures (each)	$	60.00	New	
Fireworks	$	135.00		
Pyrotechnics	$	100.00		
Police Support (per hour, per officer)	$	50.00		
Fire Department Support (per hour, per officer)	$	50.00	$	35.00
Cycling	$	50.00	New	
Run/Walk Event	$	50.00	New	
Triathlon	$	100.00	New	
Half Day Quail Cover	$	500.00	New	
Full Day Quail Cove	$	500.00	New	
Concerts	$	1,000.00	New	
Festivals		TBD	New	
Filming		TBD	New	

***Pending Ordinance Update

AMERICAN FORK CITY
General Fee Schedule

Exhibit A

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

TAXES

Certified Tax Rate	As set by resolution
Telecommunications Tax	3.5%
Franchise Tax	5%
Energy Sales/Use Taxes	6%

LICENSES AND PERMITS

Permits

Chicken Permit	$ 15.00		
Violation as assessed by enforcement officer	$ 75.00		
Bee Permit (administered through the State of Utah and Utah County)	$ 15.00		

Business Licenses

New Commercial Application Business License Fee	$ 200.00		
New Home Occupation Application Fee	$ 50.00	$	150.00
Fire Self-Inspection Fee	$ 7.00		
New Home Occupation Application Fee (Child Care/Preschool-no self inspection fee)	$ 50.00	$	150.00
Penalty Fee (Assessed if business is open prior to obtaining license)	$ 100.00	***	
Late Fee for Late Renewals	$ 25.00	***	
Change of Location Fee (+ renewal fee)	$ 125.00		
Name Change Fee	$ 10.00		
Commercial Business Renewal Fee (w/o inspection)	$ 75.00		
Commercial Business Renewal fee (w/self-fire inspection fee)	$ 82.00	Re-classification	
Home Occupation Renewal Fee (w/self-fire inspection fee)	$ 57.00		
Home Occupation Renewal Fee (Child Care/Preschool)	$ 50.00		
Alcohol/Beer License Fee	$ 300.00		
Amusement Devise Fee (per machine)	$ 25.00		
Maximum Fee	$ 200.00		
Temporary Business License (Up to 10 Consecutive Days)	$ 200.00		
Seasonal Business License (Up to 4 Months)	$ 300.00		
Solicitor Fees-Individual	$ 15.00		
Ice Cream Vendor	$ 325.00		
Fingerprinting for Ice Cream Vendor	$ 25.00		
Food Truck Vendors (Includes fire inspection) (Per Company)	$ 200.00		

Fire Inspections Associated with Business Licenses (Unless specifically identified below)

Day Care/Residential Non-Ambulatory Care Facility Fire Inspection	$ 100.00	
Annual and New Business Fees		
Business Inspection (Non Specified)	No Charge with new /renewal business license	
2nd Business Inspection	No Charge with new/renewal business license	
3rd and subsequent fire inspections	50.00 + 60.00/hr. (1 hr. minimum)	
Specific Assessments for Fire Inspections		
Assembly Inspections (A-1 & A-2)	$ 200.00	
Commercial Daycare/Preschool	$ 100.00	New
Residential Daycare/Preschool	$ 50.00	
Nursing Homes/Assisted Living	$ 100.00	
Firework Sales (per location)	$ 60.00	
Amusement Buildings	$ 100.00	
Hospitals	$ 200.00	
Woodworking Plant	$ 75.00	
Fire Riser Inspection	$ 75.00	New
Single Use Permit		
Fireworks Display	$ 135.00	
Pyrotechnics (other)	$ 100.00	
Carnivals <10 attractions	$ 60.00	
Carnivals>10 attractions	$ 100.00	
Tents/Canopy	$ 60.00	

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Hazardous Material and LPG Tanks

Permits, and Fees (annual)

Minimal Storage/Use Site (solids-500 lbs. or less; liquids-55 gal or less)	$	175.00
Backup Generator/ Battery Site	$	125.00
Body Shop/Garage	$	175.00
HM Storage Site (solids-500 lbs. or more; liquids-55 gal or more)	$	220.00
HM Dispensing/Use Site	$	370.00
Gasoline and or Natural Gas Dispensing/Use Site	$	150.00
HM Production/ Processing (Conducted on a bi-annual basis)	$	475.00
(solids-1000 lbs.; liquids-100 gal; compressed gas as defined by code-)		
100+ Gallons of Hazardous Materials (Conducted on a bi-annual basis)	$	475.00
Oil/Hydrocarbon Refinery (Conducted on a bi-annual basis)	$	475.00
Waste Water Disposal	$	475.00
Tier II Reporting Fee	$	50.00

FEES

Ambulance Fees

Ambulance fees will comply with the fees set forth by the State of Utah Bureau of EMS, and may vary annually. Current rates can be obtained from the following web site:

http://health.utah.gov/ems/rulereg/ambulance_rates.pdf

Fire Protection Systems

*At the discretion of the Fire Marshal, any or all fire protection system plans may be sent to an independent 3rd party fire protection engineering consultant of the Marshal's choosing, for review and/or consultation. An administrative fee will be assessed on all plans.
Any 3rd party review will incur additional fees. All fees must be paid in full before any inspections will occur or occupancy of premises will be allowed.

Administrative Fee	$	75.00
Automatic Fire Protection System*		
In House Plan Review		
<100 Heads	$	75.00
101-199 Heads	$	100.00
200-299 Heads	$	150.00
>300 Heads	$	200.00
>300 (Per Head, in addition to the base fee)	$	0.50
Acceptance Testing		
Underground Flush	$	60.00
Hydrostatic (2)	$	60.00
Acceptance (2)	$	60.00
Any Acceptance (2)	$	60.00
Other Fire Protection Systems		
Additional Riser	$	50.00
Standpipe (2)	$	100.00
Automatic Fire Sprinkling System- Remodel or Tenant Finish*		
Plan Review		
<5 Heads	$	65.00
5-50 Heads	$	75.00
>50 Heads	$	100.00
>50 Heads (Per Head, in addition to the base fee)	$	0.50
Acceptance Testing/Final		
Hydrostatic (2)	$	60.00
Acceptance (2	$	60.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Fire Alarm Systems*			
Plan Review			
New System	$ 100.00		
Remodel	$ 50.00		
Additional Floors	$ 50.00		
Acceptance/Final (2)	$ 50.00		
Commercial Hood System*			
Plan Review Each Hood	$ 100.00		
Acceptance (2)	$ 50.00		
Fire Hydrant Installation and Testing*			
Refer to Public Works Fee Schedule			
Cleanup			
Reimbursed for Material Replacement +50.00/hr./Firefighter			
LPG Site Plan Review	$ 75.00	New	
Above or Underground Storage Tanks			
Up to 3 tanks	$ 300.00	New	
Each Additional Tank	$ 75.00	New	
Inspections/Enforcement			
Annual Burn Permit	$ 20.00		
Grama Requests (fire-related)			
1st 10 pages	$ 20.00		
Each page after 10th page	$ 0.25		
Enforcement			
Plan Review Rush (Alarm)	$ 100.00		
Plan Review Rush (Sprinkler)	$ 200.00		
Stop Work Removal	$ 100.00		
Installation Without Permit	$ 200.00		
Additionally, Double Fees, Stop Work, Removal			
Operations			
Equipment Damaged	Actual Cost		
Material utilized in mitigation	Actual Cost		
Man hours for cleanup	$50.00 / hr. / FF	$	35.00
Special Events/Fire Watch/EMS standby	$50.00 / hr. / FF	$	35.00
Hot work permit fee	$ 50.00		
Temporary Membrane Structure and Tent	$ 60.00	$	75.00
Hazardous Materials Address Search	$ 75.00 / Hr.		
(Minimum of 1 hour)			

Police Department

Accident Reports and/or Incident Reports			
Residents	$ 5.00		
Non-Residents	$ 20.00		
Grama Requests (Police-related)			
1st 10 pages	$ 20.00		
Each page after 10th page	$ 0.25		
CD Media Files (photograph, audio, video)	$ 25.00		
Fingerprints (Wed. & Thurs. 8:00 am - 11:00 am)			
Residents	No Charge		
Non-Residents	$ 25.00		
Alarm License	$ 25.00		
Landlord Permit Fee	$ 50.00		
Landlord Permit Renewal Fee	$ 25.00		
Special Events Standyby	$50.00 / hr. / Officer		

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Administration			
GRAMA Requests (Non-police and/or non-fire related)			
Audiotapes of City Meetings		$ 25.00	
Records Research (after first 15 minutes records request response)			
Per UCA 63G-2-202: The cost of staff time for compiling, formatting, manipulating, packaging, summarizing or tailoring record. The cost of staff time for search, retrieval or compiling.			$ 14.00
Blank Forms and Applications		No Charge	
Paper Copies			
Color	11" x 17"	$ 1.00	
Black and White	11" x 17"	$ 0.50	$ 0.25
Color	8.5" x 11"	$ 0.50	$ 0.25
Black and White	8.5" x 11"	$ 0.25	
Copies of Current Agendas		No Charge	
Governmental Community Information Packets and Brochures		No Charge	
Advertisement costs (publication in newspaper)		Newspaper cost plus $10.00	
Recording of Subdivision Plats		Cost of Utah County Recording Fees	
Note: The City will not copy onto personal thumb drives			New
Refuse Collection Fees			
First Container		$ 10.00	
Additional Garbage Container Fee		$ 6.65	
Recycling Fee		$ 5.40	
North Utah Valley Animal Services Special Service District Fees (Dog Licenses and Animal Shelter)			
Please refer to NUVASSD website at http://northutahvalleyanimalshelter.org/dog-licenses			
AF History Books (Plus applicable tax)			
Early History of American Fork		$ 8.00	
The Growing Years		$ 39.95	
Building Inspections Department:			
Impact Fees			
Transportation			
Residential (Per Unit/1K SF)			
Single Family Residential		$ 2,076.68	
Multi-Family Residential		$ 1,174.39	
Non-Residential (1,000 SF Floor Space)			
Hotel (per room)		$ 1,066.27	
Non-Residential Less than 1 trip per 1,000 sq. ft.		$ 1,763.38	
Non-Residential 1 to 2 trips per 1,000 sq. ft.		$ 1,674.31	
Non-Residential More than 2 trips per 1,000 sq. ft.		$ 5,022.93	
School		$ 11,720.18	
Residential Water Impact Fees (per ERU)			
Culinary		$ 1,495.00	
Secondary			
Residential			
Total Lot Size * % Irrigated * .48 = Impact Fee per SFDU			
Multi-Family Residential			
Total Lot Size * % Irrigated * .48 = Impact Fee per MF			
Example: Lot size (9000 sq. ft.) x (Irrigated percentage (taken from map, such as 63%))			
(9,000 * .63)*.48=$2,721.60			
Storm Drain (per sq. ft. of impervious surface)		$ 0.17	
Per Acre (43,560 sq. ft.)		$ 7,595.00	

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Fire Impact Fee	
Residential (per unit)	
Single Family Residential	$ 414.72
Multi-Family Residential	$ 230.44
Non-Residential (Per 1K SF)	
Schools	$ 72.01
Multi Family Residential Unit	$ 140.80
Apparatus Fee	$ 112.80
Police Impact Fee	
Residential (per unit)	
Single Family Residential	$ 487.00
Multi-Family Residential	$ 241.50
Non-Residential (Per 1K SF)	
Schools	$ 235.79
Private Non-residential	$ 224.85
Parks and Recreation Impact Fee	
Single-Family Residential	$ 3,212.00
Multi-Family Residential	$ 2,777.03
Residential Sewer Impact Fees	
Single Family Detached	
Sewer System	$ 588.00
All Other Housing Types	
Sewer System	$ 588.00
Non-Residential Water Impact Fee	
Water System (per water meter size)	
0.750	$ 1,495.00
1.000	$ 2,497.00
1.500	$ 4,978.00
2.000	$ 7,968.00
3.000	$ 15,951.00
4.000	$ 24,921.00
6.000	$ 49,827.00
8.000	$ 79,727.00
Non-Residential Sewer Impact Fee	
Sewer System (per water meter size)	
0.750	$ 588.00
1.000	$ 1,471.00
1.500	$ 2,942.00
2.000	$ 4,708.00
3.000	$ 9,415.00
4.000	$ 14,712.00
TSSD Impact Fee (per eru)	$ 2,475.00

Hookup Fees

Residential and Non-Residential Water	
Meter Size	
0.750	$ 475.00
1.000	$ 525.00
1.500	$ 706.00
2.000	$ 856.00
3.000	$ 1,965.00
4.000	$ 3,065.00
6.000	$ 4,950.00
Residential and Non-Residential Sewer	$ 235.00
Residential and Non-Residential Pressurized Irrigation	$ 250.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Residential Inspection Fees

Carport	$ 25.00
Garage	$ 30.00
Unfinished Basement	$ 20.00
Finished Basement	$ 40.00
Main Level	$ 90.00
2nd Level	$ 90.00
Plan Check*	$ 400.00
Remarking Fee	$ 40.00
Reinspection Fee	$ 45.00
Gas Line Plan Check	$ 40.00
Residence Check	$ 40.00
Electrical Meter Change out	$ 45.00
Temporary Power	$ 35.00
Occupancy Fee	$ 50.00
Construction Water	$ 50.00
Electrical Fee	$ 45.00
Plumbing Fee	$ 45.00
Mechanical Fee	$ 45.00
Temporary Occupancy Fee	$ 50.00
Fence Permit Fee	$ 30.00

Commercial Inspection Fees

Reinspection Fee	$ 50.00
Remarking Fee	$ 50.00
Gas Line Plan Check	$ 50.00
Com Check	$ 50.00
Electrical Meter Change out	$ 45.00
Temporary Power	$ 35.00
Up Front Partial Plan Review Fee* (New Commercial)	$ 500.00
Up Front Partial Plan Review Fee* (Tenant Improvement/Remodel)	$ 200.00
Temporary Occupancy	$ 75.00
Occupancy Fee	$ 125.00
Construction Water	$ 100.00
Electrical Fee (Varies by type of improvement)	varies
Plumbing Fee (Varies by type of improvement)	varies
Mechanical Fee (Varies by type of improvement)	varies
Racking Permit Fee Plan Check	$ 50.00
Sign Permit Check	$ 50.00
Misc. Fee Per Hour	$ 50.00

Other Building fees

Replacement Inspection Card	$ 5.00
Basement Plan Check Fee	$30/hour
Permit Change	$ 30.00
Misc. Administrative Fee Per Hour	$ 30.00
Permit Reinstatement Fee	Variable

***Once plan review has been initiated the plan review fee is non-refundable**

***Complete plan review fees are 65% of the building permit fee. If the upfront plan review fee exceeds the actual plan review fee cost, the difference will be credited to the overall cost.**

*** Fees listed above are not inclusive. Other fees may apply or be required.**

Building Inspection Fee and 1% State Tax

Based on home valuation, determined by the Plans Examiner.

Permit Change-Over Fee	Variable
Occupancy Violation (plus $30 per day)	$ 100.00
Building Without a Permit Violation	Variable
Permit Renewal Fees	Variable

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Home Occupancy Permit (per 2 weeks)		$ 50.00		
Renewal		$ 50.00		
Final		$ 50.00		
Plan Check Fee		$ 300.00		
Commercial		Bldg. Insp Fee		
Overtime fees for Plan Review Checks		$ 200.00		
Inspections Outside of Normal Working Hours		$ 200.00		
Public Works and Engineering				
Printed Maps and Copies (paper)				
Color	24" x 36"	$ 20.00		
Black and White	24" x 36"	$ 15.00		
Color	18" x 24"	$ 10.00	New	
Black and White	18" x 24"	$ 5.00	New	
Color	11" x 17"	$ 1.00		
Black and White	11" x 17"	$ 0.50		
Color	8.5" x 11"	$ 0.50		
Black and White	8.5" x 11"	$ 0.25		
Construction Fees				
Performance Guarantee Administration Fee		$ 50.00		
Per Year (2-year minimum)				
Right-Of Way or Utility Excavation Permit (base)		$ 150.00	$	140.00
Asphalt cut (per cut)		$ 100.00	New	
Each cut includes 100 sq. ft., rate per each additional 100 sq. ft.		$ 20.00		
Minimum Commercial Site Inspection				
Less than 1 acre		$ 500.00	$	375.00
Over 1 acre (per acre: 0 < 0.35 round down, 0.36 > 1 round up)		$ 300.00	$	200.00
Minimum Subdivision Site Inspection (2 lots or less)				
Up to 2 Lots		$ 500.00	$	300.00
Per Lot over 2		$ 200.00	$	100.00
Development Inspection Fee (per hour above/beyond allocated hours)		$ 60.00	$	30.00
Land Disturbance Fee				
Permit Review		$ 70.00	$	40.00
Six (6) Months		$ 240.00	New	
One (1) Year		$ 480.00	New	
Development Fees				
Conventional Subdivisions				
Preliminary Plans (Plus $50.00 per lot)		$ 500.00		
Final Plat (Plus $25.00 per lot or unit)		$ 250.00		
Planned Shopping Centers and Planned Industrial Parks				
Concept Plan		$ 75.00		
Preliminary Plan (Plus $30.00 per acre)		$ 500.00		
Final Plan (Plus $30.00 per acre)		$ 250.00		
Combined Housing and Office Projects				
Concept Plan		$ 75.00		
Preliminary Plan (+$50.00 per residential unit and $50.00 per commercial acre)		$ 500.00		
Final Plan (plus $25.00 per unit and $25.00 per acre)		$ 250.00		
Condominium Projects, New Construction, PUD, Mobile Home and Conversion				
Concept Plan (Maximum of $75.00)		$ 10.00		
Preliminary Plans (Plus $50.00 per lot)		$ 500.00		
Final Plat (Plus $25.00 per lot or unit)		$ 250.00		

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Condominium Conversion Project (plus $50.00 per unit)	$	500.00	
Historic Building Conversion Project	$	500.00	
Minor Development Projects			
Vacation Vehicle Courts (per unit on final plat)	$	10.00	
Residential Accessory Structure	$	300.00	New
Commercial Site Plans	$	500.00	New
Zone Map or Development Code Text Change	$	250.00	
General Plan Amendment	$	250.00	
Annexation			
Under 1 acre	$	350.00	
Between 1 and 5 acres	$	750.00	
Over 5 acres	$	1,250.00	
Review of site plans or subdivisions in excess of 3 submittal reviews (per submittal)	50% of initial review cost		
Engineering Development Review	Cost of consultant		New
Independent Soils Review	Cost of consultant		
Hydraulic Model Certification	Cost of consultant		

UTILITIES

Utility Deposit			
Per Residential Unit	$	150.00	
Per Commercial Unit	$	200.00	
Tennant/Landlord copy of utility bill (per mailing)	$	0.40	

Water Rates

Pressurized Irrigation Rates

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Unmetered					
Base Rate ($/month)(9000 sq ft.)	$16.03	$17.84	$19.41	$20.72	$21.68
Overage ($/SF/month	$0.00200	$0.00223	$0.00243	$0.00259	$0.00271
Metered					
Base Allowance ($/month)					
0 to 8,000 gallons/month	$16.03	$17.84	$19.41	$20.72	$21.68
Block 2 Rate ($/Kgal)					
8,000 to 16,000 gallons/month	$1.43	$1.60	$1.74	$1.85	$1.93
BlocK 3 Rate ($/Kgal)					
Above 16,000 gallons/month	$3.77	$4.23	$4.60	$4.90	$5.12

Residential Culinary Water Rates
(Does not include Water Agency Assessment)

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Monthly Base Rate					
All meters	$16.03	$17.84	$19.41	$20.72	$21.68
Block Rates					
Base Allowance ($/month)					
0 to 6,000 gallons/month	$0.00	$0.00	$0.00	$0.00	$0.00
Block 2 Rate ($/Kgal)					
6,000 to 9,000 gallons/month	$2.27	$2.67	$3.00	$3.28	$3.49
BlocK 3 Rate ($/Kgal)					
Above 9,000 gallons/month	$3.07	$3.69	$4.20	$4.64	$4.96

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Commercial, Multi-Family, Industrial and Institutional Culinary Water Rates
(Does not include Water Agency Assessment)

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Monthly Base Rate					
3/4" and smaller	$18.07	$20.48	$22.53	$24.26	$25.46
1"	$19.22	$21.73	$23.87	$25.65	$26.90
1 1/2"	$20.37	$22.97	$25.21	$27.04	$28.33
2"	$23.53	$26.39	$28.90	$30.88	$32.29
3"	$46.82	$51.57	$56.07	$59.10	$61.39
4"	$55.45	$60.90	$66.13	$69.55	$72.17
6"	$75.58	$82.66	$89.60	$93.94	$97.32
8"	$98.58	$107.54	$116.43	$121.82	$126.06
10"	$130.21	$141.73	$153.32	$160.15	$165.58
Block rates					
Base Allowance					
0 to 6,000 gallons/month	$0.00	$0.00	$0.00	$0.00	$0.00
Block 2 Rate ($/Kgal)					
6,000 to 9,000 gallons/month	$2.04	$2.38	$2.65	$2.90	$3.07
BlocK 3 Rate ($/Kgal)					
Above 9,000 gallons/month	$3.07	$3.07	$3.07	$3.07	$3.07

Pressurized Irrigation Shareholder Rates

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Unmetered					
Base Rate ($/month)	$8.02	$8.92	$9.71	$10.36	$10.84
Overage ($/SF/month	$0.001000	$0.001115	$0.001215	$0.001295	$0.001355

Additional Shareholder Discount for Shares Owned in Excess of Required Minimum

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Possible Additional Discount	32.06	35.68	38.82	41.44	43.36

Large Residential Property Lot Owners

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Metered					
Base Allowance ($/month)					
0 to 8,000 gallons/month	$16.03	$17.84	$19.41	$20.72	$21.68
Block 2 Rate ($/Kgal)					
8,000 to 16,000 gallons/month	$1.43	$1.60	$1.74	$1.85	$1.93
BlocK 3 Rate ($/Kgal)					
Above 16,000 gallons/month	$3.77	$4.23	$4.60	$4.90	$5.12

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Ratio of Permeable Area for Commercial Pressurized Irrigation Users

	Commercia	Schools	Churches
Ratio of Permeable Areas	15%	50%	30%

Properties outside American Fork City Limits
Double the rate of American Fork City Residents

Hardship Exception Rates
Pressurized Irrigation
Seniors who qualify under Utah County Circuit Breaker Abatement
Base (8,000 gallons)..... As Adopted
Each additional 1,000 gallons..... $ 1.25
City will pay entire cost to purchase and install a meter for those seniors who qualify for the Utah County Circuit Breaker Abatement program.
Culinary Water
10% of the base rate of the adopted culinary rates

Other hardship cases will be heard by American Fork City by filing a relief petition with the City Recorder
Disconnection Fee..... $ 50.00
Tampering Fee..... $ 80.00
Pressurized Irrigation Connection Fee..... $ 250.00

Sewer Rates

Residential Customers
Base..... $ 35.55
Usage rate (per 1,000 gallons..... $ 1.40
Commercial Customers
Base..... $ 35.55
Usage rate (per 1,000 gallons..... $ 1.40
Industrial Customers
Base..... $ 35.55
Usage rate (per 1,000 gallons..... $ 1.40

Drain Fees

Residential Customers((including duplexes)1 ESU of impervious surface)..... $ 6.00
Undeveloped Parcel..... No Charge
Commercial Customers (per ESU)..... $ 6.00
(ESU's = Impervious surface/3,400)

CUP/Assessment..... $ 6.50

Properties outside American Fork City Limits.....
Double the rate of American Fork City Residents for all utility services

OTHER FEES / USER RATES

Library Fees

Over-Due fines (Maximum of $2.00 for each item)..... $.15 / Day
Media Items, Over-due fines (Maximum of $3.00 for each item)..... $.50 / Day
Out of Town Cards
Quarterly Card Fee..... $ 19.00
Semi-Annual Card Fee..... $ 36.00
Annual Card Fee..... $ 70.00
Card Replacement..... $ 2.00
Copies..... $.10 / page
Faxes 1st Page (Local)..... $ 1.00
Faxes Additional Pages..... $ 0.75
Faxes 1st Page (Long-Distance, Per Page)..... $ 2.00
Inter-Library Loan Postage..... $ 3.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Room Rental				
	Extra Small	$	5.00	
	Small Room	$	10.00	
	Medium Room	$	15.00	
	Large Room	$	25.00	
Laminating			$.75/ ft.	
Book Sales				
	Paper Back Books	$	0.50	
	Hard-Back Books	$	1.00	
Senior Citizen Fees		**$**	**5.00**	
Cemetery Fees				
Sale of Single Lot		$	1,000.00	
Veterans Lots		$	600.00	
Perpetual Care		$	200.00	
Opening and Closing				
Adult				
	Regular Day	$	350.00	
	Saturday/Holiday	$	650.00	
	Double Deep (lower) weekday	$	700.00	
	Double Deep (lower) weekend	$	1,300.00	
	Double Deep (upper) weekday	$	350.00	
	Double Deep (upper) weekend	$	650.00	
Child				
	Regular Day	$	200.00	
	Saturday/Holiday	$	400.00	
Family Opening/Closing				
	Regular Day	$	100.00	
	Saturday/Holiday	$	300.00	
Cremated				
	Regular Day	$	200.00	
	Saturday/Holiday	$	400.00	
Disinterment				
Under 4 feet in length		$	1,000.00	
Over 4 feet in length		$	1,500.00	
Burial Lot Transfers				
Title Fee and Recording Fee		$	50.00	
Transfers made after original deed		$	2.00	
Headstone Removal Fee		$	50.00	
	Flat or wedge	$	50.00	
	Upright	$	100.00	
	Large headstones may require removal through contracting company, in which case charge will be removal contract price.			
Recreation Fees				
Baseball and Softball				
	7th to 12th Grade	$	90.00	
T-Ball, Coach Pitch, Machine Pitch I		$	35.00	
Machine Pitch II, Girls Player Pitch, Girls Softball		$	45.00	
Player Pitch		$	60.00	
Tennis lessons		$	45.00	$ 40.00
Tennis Team		$	95.00	$ 90.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Soccer		$ 35.00
3 years old through 2nd Grade	$30.00	New breakout
3rd-4th Grades	$35.00	New breakout
5th-9th Grades	$45.00	New breakout
Flag Football		
1st-4th Grade	$ 35.00	New breakout
5th & 6th Grades	$ 40.00	New breakout
7th-12th Grade	$ 45.00	$ 40.00
Youth Basketball-No Longer Jr. Jazz		
1st & 2nd Grade	$ 30.00	
3rd-4th Grade	$ 40.00	
5th-6th Grade	$ 50.00	
7th-12th Grade	$ 75.00	
Volleyball	n/a	
Ski School		
Bus, Lessons, Pass	$ 295.00	
Bus Only	$ 90.00	
Skate Camp	$ 65.00	
Bowling Lessons	$ 55.00	
Golf Lessons	$35 - $80	
Reusable Sports Jersey-utilized in some programs	$ 8.00	$ 5.00

*All Recreation Programs include a $20 non-resident fee
*$5 multi family discount for registering multiple family members at the same time for the same program
*All Recreation Programs include a $5 late fee for registering after the deadline

Fitness Center Fees

12 Month Contract

Resident Rate	
Annual Family	$ 420.00
Per Month	$ 42.00
Annual Couple	$ 340.00
Per Month	$ 34.00
Annual Individual	$ 235.00
Per Month	$ 24.00
Annual Senior Couple	$ 235.00
Per Month	$ 24.00
Annual Senior Individual	$ 130.00
Per Month	$ 13.00
Non-Resident Rate	
Annual Family	$ 480.00
Per Month	$ 48.00
Annual Couple	$ 400.00
Per Month	$ 40.00
Annual Individual	$ 275.00
Per Month	$ 28.00
Annual Senior Couple	$ 275.00
Per Month	$ 28.00
Annual Senior Individual	$ 160.00
Per Month	$ 16.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Six Month

Resident Rate

Semi-Annual Family	$	260.00
Semi-Annual Couple	$	220.00
Semi-Annual Individual	$	165.00
Semi-Annual Senior Couple	$	165.00
Semi-Annual Senior Individual	$	100.00

Non-Resident Rate

Semi-Annual Family	$	290.00
Semi-Annual Couple	$	250.00
Semi-Annual Individual	$	205.00
Semi-Annual Senior Couple	$	205.00
Semi-Annual Senior Individual	$	130.00

Three Month

Resident Rate

Quarterly Family	$	190.00
Quarterly Couple	$	110.00
Quarterly Individual	$	90.00
Quarterly Senior Couple	$	90.00
Quarterly Senior Individual	$	45.00

Non-Resident Rate

Quarterly Family	$	245.00
Quarterly Couple	$	125.00
Quarterly Individual	$	100.00
Quarterly Senior Couple	$	100.00
Quarterly Senior Individual	$	50.00

Summer Family Pass (May 15-Sept 15)

Resident Rate	$	175.00
Non-Resident Rate	$	195.00

Daily Admission Fees and Punch Card Rates

Daily Adult (18 Yrs. and Older)	$	4.50
Daily Youth (5-17 Yrs.)	$	4.00
Daily Toddler (to 4 Yrs.)		Free
Daily Senior (55 Years and Older)	$	3.00
Daily "Track Only"	$	2.00
Daily Senior "Track Only"	$	1.00
Daily Family	$	20.00
Monday Night (Family Night)	$	15.00
Adult 20 Punch Card	$	80.00
Youth 20 Punch Card	$	70.00
Senior Citizen 20 Punch Card	$	50.00
"Track Only" 20 Punch Card	$	30.00
Senior "Track Only" 20 Punch	$	15.00

Nursery Pricing (2 hr. max per day)

One Child	$	28.00
Two Children	$	38.00
Three or More Children	$	48.00

Hourly Rates

Half Hour	$	1.00
Hour	$	2.00
20 Time Punch Card	$	35.00

Business Rates

Resident Rate 15% (1-20 employees)

Annual Family	$	360.00
Annual Couple	$	290.00
Annual Individual	$	200.00

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Non-Resident Rate 15%		
Annual Family	$ 372.00	
Annual Couple	$ 348.00	
Annual Individual	$ 180.00	
Resident Rate 20% (21-59 employees)		
Annual Family	$ 336.00	
Annual Couple	$ 272.00	
Annual Individual	$ 188.00	
Non-Resident Rate 20%		
Annual Family	$ 384.00	
Annual Couple	$ 320.00	
Annual Individual	$ 220.00	
Resident Rate 25% (60+ employees)		
Annual Family	$ 315.00	
Annual Couple	$ 255.00	
Annual Individual	$ 176.00	
Non-Resident Rate 25%		
Annual Family	$ 360.00	
Annual Couple	$ 300.00	
Annual Individual	$ 206.00	
Pay Per Visit Rate		
Per Person	n/a	
Minimum Payment Per Month for Pay Per Visit Clients	n/a	
Gymnastics	Member/Non Member	
Parent Tot	$25 / $28	
Gym Stars, Breeze, Thunder	$28 / $32	
Kinder	$45 / $50	
Blizzards	$28 / $32	
Tumbling	$30 / $33	
Levels 3-7	$70 - $155	
Itty Bitty Sports	$ 30.00	
Dance Classes	$25 - $60	
Karate	$35 - $80	
Merit Badge Classes	$8 - $26	
Preschool	$65 - $85	
Amphitheater Rental		
Full Day Rental	$ 500.00	New
1/2 Day Rental	$ 250.00	New
Refundable Deposit	$ 100.00	New
Boat Harbor Fees		
Day Use	$ 8.00	
Walk-in	$ 2.00	
Fishing	$ 5.00	
Senior Fishing and Launch (Drive in, per person, per day)	$ 5.00	
Senior Fishing and Launch (Drive in, per person, per season)	$ 40.00	
Resident Annual Launch Pass	$ 80.00	
Non Resident Annual Launch Pass	$ 100.00	

AMERICAN FORK CITY
GENERAL FEE SCHEDULE

Parks Field Rentals				
Baseball & Softball Fields				
Hourly	$	25.00	New	
Half Day	$	75.00	New	
Full Day	$	150.00	New	
Field Prep	$	45.00	New	
Field Lights	$	25.00	New	
Entire Complex-Half day	$	150.00	New	
Entire Complex-Full Day	$	300.00	New	
Lacrosse/Soccer/Football Fields				
Hourly	$	15.00	New	
Half Day	$	45.00	New	
Full Day	$	90.00	New	
Field Prep	$	100.00	New	
Field Lights	$	25.00	New	
Entire Complex-Half day	$	150.00	New	
Entire Complex-Full Day	$	300.00	New	
Special Events				
Special Event Application Fee	$	50.00	New	
Safety Deposit for items that require insurance	$	150.00	New	
Inflatables	$	100.00	New	
Pools	$	100.00	New	
Mechanical Bulls	$	100.00	New	
Carry Barbeques or Fire Pits	$	500.00	New	
Temporary Structures (each)	$	60.00	New	
Fireworks	$	135.00		
Pyrotechnics	$	100.00		
Police Support (per hour, per officer)	$	50.00		
Fire Department Support (per hour, per officer)	$	50.00	$	35.00
Cycling	$	50.00	New	
Run/Walk Event	$	50.00	New	
Triathlon	$	100.00	New	
Half Day Quail Cover	$	500.00	New	
Full Day Quail Cove	$	500.00	New	
Concerts	$	1,000.00	New	
Festivals		TBD	New	
Filming		TBD	New	

***Pending Ordinance Update

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Administration

Director Approval _____

AGENDA ITEM Review and action the Red Leaf Annexation consisting of 1.88 acres at 825 East 50 South including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the RA-1 Residential Agricultural zone.

SUMMARY RECOMMENDATION Staff recommends approval of the Annexation.

BACKGROUND The Annexation Agreement has been signed by the applicants and this annexation is ready for action

BUDGET IMPACT N/A

SUGGESTED MOTION I move to adopt the Ordinance approving the Red Leaf Annexation, the annexation agreement and placement of the property in the RA-1 Residential Agricultural zone.

SUPPORTING DOCUMENTS The Ordinance

AN ORDINANCE

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

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

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

ORDINANCE NO.
RED LEAF ANNEXATION (825 EAST 50 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE RA-1 RESIDENTIAL AGRICULTURAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE RED LEAF ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 25 DAY OF AUGUST, 2015.

JAMES H. HADFIELD, MAYOR

ATTEST:

STATE OF UTAH
COUNTY OF UTAH

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

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 25 DAY OF AUGUST, 2015.

RICHARD M. COLBORN, RECORDER

ATTACHMENT A

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N 89°45'24" W 625.78 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING ALONG THE SOUTH ANNEXATION BOUNDARY OF THE BRIARWOOD ADDITION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE;

RUNNING THENCE S 00°35'57" W 505.29 FEET ALONG AN EXISTING FENCE TO A POINT ALONG THE NORTH ANNEXATION BOUNDARY OF THE NORTH GRANITE VIEW ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH GRANITE VIEW ANNEXATION PLAT THE FOLLOWING COURSE: N 89°45'06" W 159.10 FEET TO POINT ALONG THE EAST ANNEXATION BOUNDARY OF THE VACHER ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID VACHER ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES: NORTH 477.11 FEET, WEST 9.11 FEET, AND NORTH 28.20 FEET TO A POINT ALONG THE SOUTH ANNEXATION BOUNDARY OF THE BRIARWOOD ADDITION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID BRIARWOOD ADDITION PLAT THE FOLLOWING COURSE: S 89°45'24" E 173.49 FEET TO THE POINT OF BEGINNING.

CONTAINS 81,981 SF OR 1.88 AC

PROFESSIONAL LAND SURVEYOR
NO. 6418780
AARON D. THOMAS
8-17-15
STATE OF UTAH

SURVEYOR

AUG. 17, 2015
DATE

ATTACHMENT B

ANNEXATION GREEMENT
(Red Leaf)

This Agreement, made and entered into this 9 day of June, 2015, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Reid and Shellie Shelley (hereafter referred to as "Applicants"), is based on the following:

RECITALS

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

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

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2014-03-09R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held.

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

TERMS AND CONDITIONS

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

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

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

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

SECTION 4 – Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the entire annexation area classified as Low Density Residential. The Applicants intend to develop the parcels for a single family residential use with animal rights. Therefore, the zone classification attached to the parcels shall be the RA-1 Residential Agriculture Zone.

SECTION 5 – Property Taxes and Rollback Taxes to be Paid. Applicants agree to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the subject parcels are classified as "Greenbelt" with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

SECTION 6 – Utility, Right-of-Way, Fill and Slope Easements to be Conveyed: The Annexation Area includes portions of 30 North and 50 South which are essential to proper vehicular travel. Attachment 3 shows the locations of the utility, right-of-way, fill and slope easements to be conveyed. As a condition of annexation, the Applicant agrees to convey or cause to be conveyed to the City, without cost, those portions of the Annexation Area intended for utility, right-of-way, fill and slope easements as set forth on Attachment 3. A copy of the description document conveying those areas to the City is attached hereto (Attachment 4) and the City acknowledges receipt of the executed original.

SECTION 7 – Improvements at Corner of 30 North and 825 East: Applicants acknowledge that any future subdivision of the Annexation Area will require the dedication of right-of-way, utility, slope and fill easements to make a conforming lot at the southwest corner of 30 North and 825 East. These improvements may be necessary to allow subdivision of a lot with conforming street frontage. The dedication of right-of-way, utility, fill and slope easements shall be without cost to the City. Construction to make a conforming lot including grading, pavement, and relocation of curb, gutter and sidewalk shall be at property owner's full expense.

SECTION 8 – Water Rights to be Conveyed at Time of Development: Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. At this time, no conveyance of water rights will be required at the time of annexation. Provided, however, any further development of the Annexation Area will require the conveyance of water right sufficient in amount to meet the demand for the future use. Applicants agree to convey the water rights to the City, without cost, in accordance with the City's water rights conveyance policy in effect at that time.

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

SECTION 10 – Open Ditches to be Piped: Applicants acknowledge that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches) to the standard of the City and to the standards of the irrigation company or private ditch easement holders as part of the forthcoming development project.

SECTION 11 – Impact Fees: No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of connection to the City water and/or sewer systems or development of the Annexation Area or any portion thereof. The Applicants acknowledge that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 12 – Default: Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

SECTION 13 – Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
b. If to Applicants, to Reid and Shellie Shelley, 47 N. 1100 E. American Fork UT, 84003

SECTION 14 – Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court

costs in addition to other lawful damages resulting therefrom.

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

REID SHELLEY

MAYOR JAMES H. HADFIELD

SHELLIE SHELLEY

ATTEST:

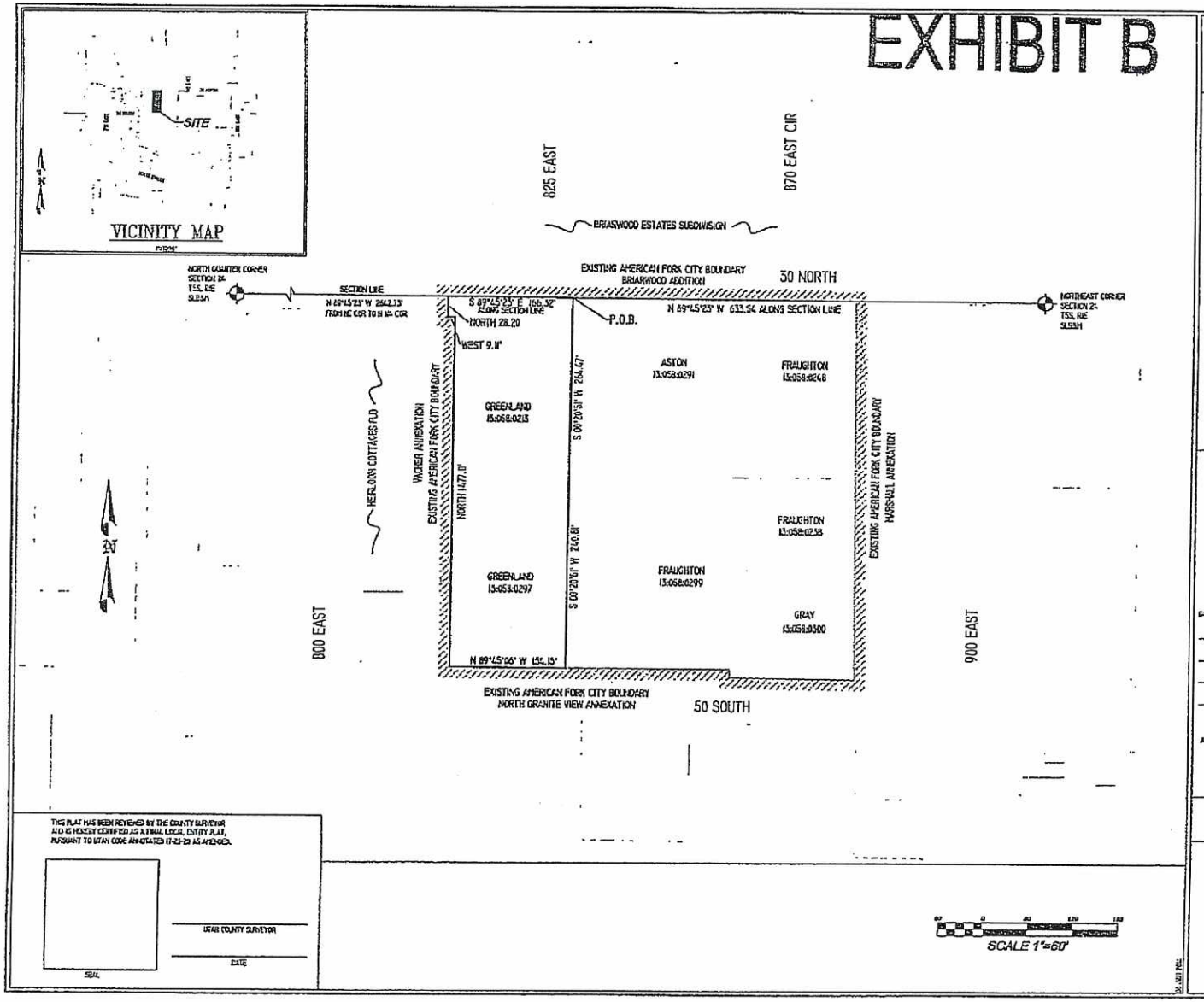
CITY RECORDER RICHARD M. COLBORN

AMERICAN FORK CITY
CORPORATE SEAL
UTAH COUNTY
STATE OF UTAH

LIST OF ATTACHMENTS

Attachment 1	Copy of Annexation Plat
Attachment 2	Copy of Request to Initiate Annexation
Attachment 3	Copy of map showing general location of utility, right-of-way and fill easements to be conveyed to City as condition of annexation.
Attachment 4	Copy of deed conveying utility, right-of-way and fill easements for 30 North and 50 South.

EXHIBIT B



SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. _____ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N 89°45'23" W 633.54 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING ALONG THE SOUTH ANNEXATION BOUNDARY OF THE BRIARWOOD ADDITION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE;

RUNNING THENCE S 00°20'51" W 266.47 FEET; THENCE S 00°20'51" W 246.81 FEET TO A POINT ALONG THE NORTH ANNEXATION BOUNDARY OF THE NORTH GRANITE VIEW ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH GRANITE VIEW ANNEXATION PLAT THE FOLLOWING COURSE: N 89°45'06" W 154.15 FEET TO POINT ALONG THE EAST ANNEXATION BOUNDARY OF THE WAGNER ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID WAGNER ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES: NORTH 147.11 FEET, WEST 9.11 FEET, AND NORTH 28.20 FEET TO A POINT ALONG THE SOUTH ANNEXATION BOUNDARY OF THE BRIARWOOD ADDITION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID BRIARWOOD ADDITION PLAT THE FOLLOWING COURSE: S 89°45'23" E 166.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.63 ± OR 158 ± AC

_____
SURVEYOR

_____
DATE

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE RED LEAF ANNEXATION.

DATED THIS ___ DAY OF _____, ____

_____ _____
_____ _____
_____ _____
_____ _____

ATTEST: _____
RECORDER

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED.

SEAL

_____
UTAH COUNTY SURVEYOR

_____
DATE

ANNEXATION PLAT

RED LEAF ANNEXATION

AMERICAN FORK CITY

LOCATED IN SECTION 21
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
UTAH COUNTY, UTAH

SCALE: 1"=60'

ATTACHMENT 1

ATTACHMENT 2

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

DATE: 01/06/2014

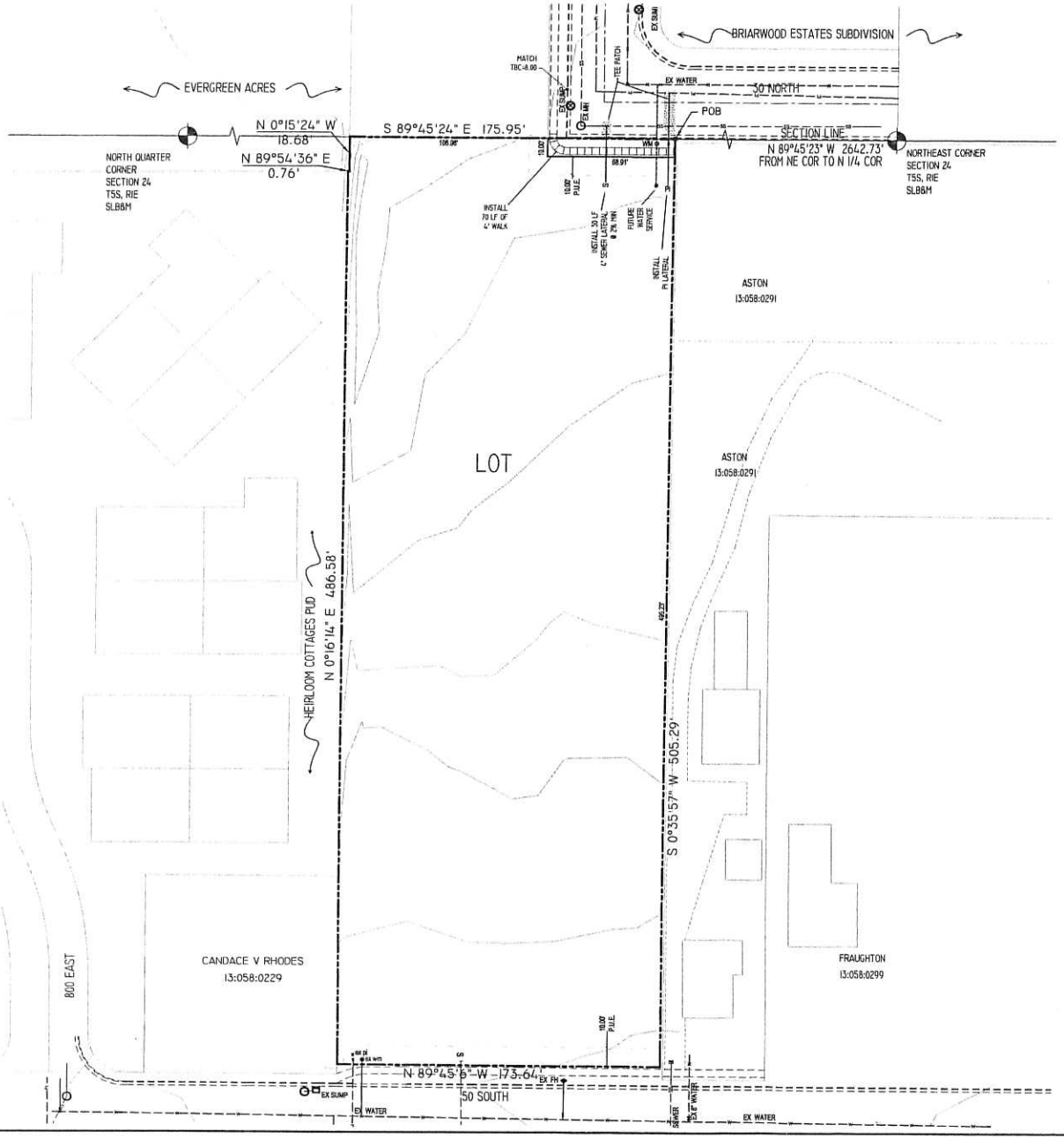
We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418(1)(a)(ii) of the Utah State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

We hereby further acknowledge and affirm as follows:

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

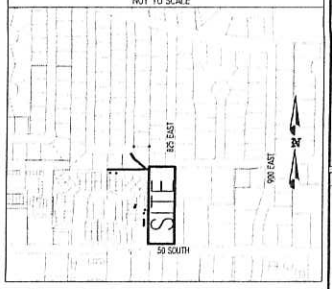
Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
13:058:0235 13:058:0295 13:058:0324	Reid A. Shelley	Reid A. Shelley
13:058:0235 13:058:0295 13:058:0324	Shellie J. Shelley	Shellie J. Shelley

ATTACHMENT 3



VICINITY SKETCH

NOT TO SCALE



BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 89°45'24" WEST ALONG SECTION LINE 625.78 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°35'57" WEST ALONG A FENCE LINE CALLED OUT IN A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 148310:2004 IN THE OFFICE OF THE UTAH COUNTY RECORDER A DISTANCE OF 505.29 FEET; THENCE NORTH 89°45'06" WEST 173.64 FEET; THENCE NORTH 0°16'14" EAST ALONG THE EASTERLY BOUNDARY OF HEIRLOOM COTTAGES PHASE "1" A DISTANCE OF 486.58 FEET; THENCE ALONG THE BOUNDARY OF EVERGREEN ACRES PLAT "B" THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 89°54'36" EAST 0.76 FEET, AND 2) NORTH 0°15'24" WEST 18.68 FEET; THENCE SOUTH 89°45'24" EAST ALONG THE SOUTHERLY BOUNDARY OF BRIARWOOD ESTATES PLAT "F" A DISTANCE OF 175.95 FEET TO THE POINT OF BEGINNING

AREA = 2.03 ACRES

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- EXISTING CURB
- PROPOSED CURB
- 5 FOOT CONTOUR
- 1 FOOT CONTOUR
- CULINARY WATER
- PRESSURIZED IRRIG.
- SANITARY SEWER
- STORM DRAIN
- FIRE HYDRANT

NOTES

1. PROJECT ADDRESS IS 50 SOUTH & 825 EAST
2. ELEVATION BENCHMARK IS THE EAST QUARTER CORNER OF SECT. 14. ELEV = 4658.95
3. OFF-SET PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 18" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
4. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING THE SPRING SEASON.
5. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER
6. COORDINATION WITH AFIC IS REQUIRED ON EXISTING IMPROVEMENTS IF THEY CAN BE ABANDONED OR NEED TO REMAIN.
7. OWNER / DEVELOPER TO COORDINATE LOCATION OF NEW SEWER LATERAL, PRESSURIZED IRRIGATION LATERAL AND FUTURE WATER SERVICE TAPS AND CONNECTIONS TO NOT BE WITHIN THE DRIVEWAY.

DEVELOPER

REID SHELLEY
RASHELLEY@JUNO.COM

DEVELOPMENT

R. A. SHELLEY RESIDENCE

0 15 30 60 90

SCALE: 1"= 30'

gerg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
PRELIMINARY PLAN	6/9/2015

PROJECT

R. A. SHELLEY RESIDENCE

50 S 825 E

American Fork, UT

DESCRIPTION

CONSTRUCTION PLAN

SHEET NAME	SHEET NUMBER
SITE UTILITIES	C1

ATTACHMENT 4

When recorded return to:
American Fork City
51 E. Main
P.O. Box 397
American Fork, UT 84003

WARRANTY DEED
(Red Leaf Annexation - 30 North)

SHELLIE J. SHELLEY, Grantor(s) of Utah County, Utah, hereby CONVEYS AND WARRANTS only as against all claiming by, through or under it to, **AMERICAN FORK CITY,** Grantee(s) of 51 East Main Street, American Fork, Utah County, Utah, for the sum of Ten Dollars ($10) and Other Good and Valuable Consideration, the following described tract of land in UTAH County, State of Utah:

COMMENCING N89°45'24"W 625.78 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 00°35'57" W 10.00 FEET; THENCE N 89°45'24" W 68.91 FEET; THENCE N 00°14'36" E 10.00 FEET; THENCE S 89°45'24" E 68.97 FEET TO THE POINT OF BEGINNING.

AREA 689 SF

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 17th Aug., 2015.

Shellie J Shelley
GRANTOR: Authorized Signature

Shellie J. Shelley
Print Name / Title

State of Utah)
County of Utah)

On Aug 17, 2015 personally appeared before me (print name of executor(s) below),
Shellie J. Shelley
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

TERILYN LURKER
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 651609
COMM. EXP. 02-04-2016

Terilyn Lurker
Notary Public Signature

Terilyn Lurker
Print Name of Notary

When recorded return to:
American Fork City
51 E. Main
P.O. Box 397
American Fork, UT 84003

ATTACHMENT 4

UTILITY RIGHT-OF-WAY & FILL EASEMENT

(Red Leaf Annexation – 50 South)

The undersigned, **SHELLIE J. SHELLEY,** a married woman, Grantor(s) of Utah County, Utah, hereby grants to: **AMERICAN FORK CITY,** Grantee(s) of Utah County, Utah, the following described UTILITY RIGHT-OF-WAY & FILL EASEMENT to construct, maintain, operate, repair, inspect and protect a utility easement through the GRANTOR's property for such operations for the public good, said easement shall also be for the placement of roadway fill material activities, said UTILITY RIGHT-OF-WAY & FILL EASEMENT situated in Utah County, State of Utah:

COMMENCING N89°45'24"W 625.78 FEET ALONG THE SECTION LINE AND S00°35'57" W 505.29 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N 89°45'06" W 173.64 FEET; THENCE N 01°16'14" E 10.00 FEET; THENCE S 89°45'06" E 173.70 FEET; THENCE S 00°34'57" W 10.00 FEET TO THE POINT OF BEGINNING.

AREA 1737 SF

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 17th of August 2015.

Shellie J. Shelley
GRANTOR: Authorized Signature

Shellie J. Shelley
Print Name / Title

State of Utah)
County of Utah)

On August 17, 2015 personally appeared before me (print name of executor(s) below),
Shellie J. Shelley
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

TERILYN LURKER
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 651603
COMM EXP. 02-04-2016

Terilyn Lurker
Notary Public Signature

Terilyn Lurker
Print Name of Notary

When recorded return to:
American Fork City
51 E. Main
P.O. Box 397
American Fork, UT 84003

ATTACHMENT 4

UTILITY RIGHT-OF-WAY & FILL EASEMENT

(Red Leaf Annexation - 30 North)

The undersigned, **SHELLIE J. SHELLEY,** a married woman, Grantor(s) of Utah County, Utah, hereby grants to: **AMERICAN FORK CITY,** Grantee(s) of Utah County, Utah, the following described UTILITY RIGHT-OF-WAY & FILL EASEMENT to construct, maintain, operate, repair, inspect and protect a utility easement through the GRANTOR's property for such operations for the public good, said easement shall also be for the placement of roadway fill material activities, said UTILITY RIGHT-OF-WAY & FILL EASEMENT situated in Utah County, State of Utah:

COMMENCING N89°45'24"W 625.78 FEET ALONG THE SECTION LINE AND S00°35'57"W 10.00 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N 89°45'24" W 68.91 FEET; THENCE N 00°14'36" E 10.00 FEET; THENCE N 89°45'24" W 10.00 FEET; THENCE S 00°14'36" W 20.00 FEET; THENCE S 89°45'24" E 78.84 FEET; THENCE N 00°35'57" E 10.00 FEET TO THE POINT OF BEGINNING.

AREA 889 SF

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 17th of August, 2015.

Shellie J. Shelley
GRANTOR: Authorized Signature

Shellie J. Shelley
Print Name / Title

State of Utah)
County of Utah)

On August 17, 2015 personally appeared before me (print name of executor(s) below),
Shellie J. Shelley
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

TERILYN LURKER
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 651609
COMM. EXP. 02-04-2016

Terilyn Lurker
Notary Public Signature

Terilyn Lurker
Print Name of Notary

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Administration

Director Approval Kimberly M. Colbert

AGENDA ITEM Review and action on a Resolution indicating the City's intent to annex the Humble Annexation consisting of 1.16 acres at 1191 East 700 North.

SUMMARY RECOMMENDATION Approval of the Resolution

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

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Resolution indicating the City's intent to annex the Humble Annexation consisting of 1.16 acres at 1191 East 700 North.

SUPPORTING DOCUMENTS Resolution

RESOLUTION NO.

Humble Annexation
(1191 East 700 North)

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 25 DAY OF AUGUST, 2015.

_____
James H. Hadfield, Mayor

ATTEST:

_____
Richard M. Colborn, City Recorder

EXHIBIT A

DATE: January 13, 2014

TO: Applicants for Annexation to American Fork City

FROM: Richard Colborn, City Recorder

1. Since most annexations to American Fork will follow the procedure for City initiated annexations, the typical language on the plat used in the instance of petition initiated annexations is not appropriate. Plats containing the typical statement have been rejected by the Utah County Recorder's Office.

The following statement should be used and has been reviewed and approved for use by the Utah County Recorder's Office.

ACCEPTANCE OF LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the Council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known here after as the _____ Annexation.

Dated this _____ day of _____, 20____.

2. Space and wording needs to be added to the plat for the Utah County Surveyor's signature and stamp. The wording should be:

This plat has been reviewed by the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah Code Ann §17-23-20 as amended.

3. Items needed to begin the annexation procedure:

1. A signed "Request to Initiate Annexation"
2. One 24"x 36" mylar annexation plat map
3. Two 24"x 36" paper copies of the annexation plat map
4. One 11"x17" paper copy of the annexation plat map
5. Payment of the annexation fee ($350 <1 acre, $750 1 to 5 acres, $1250 > 5 acres).
6. Payment of $125 made payable to Utah County Surveyor (review fee)
7. Publication Fees (see attached form)

4. Point of Contact for the Annexation Request

Name: Janet H. Humble

Company Name: "

Mailing Address: 1191 East 700 North American Fork, ut 84003

Phone: (Home or ~~Business~~) _____ (Cell) 801 669 3508

~~Fax:~~ _____ Email: DDavis3395@Gmail.com

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

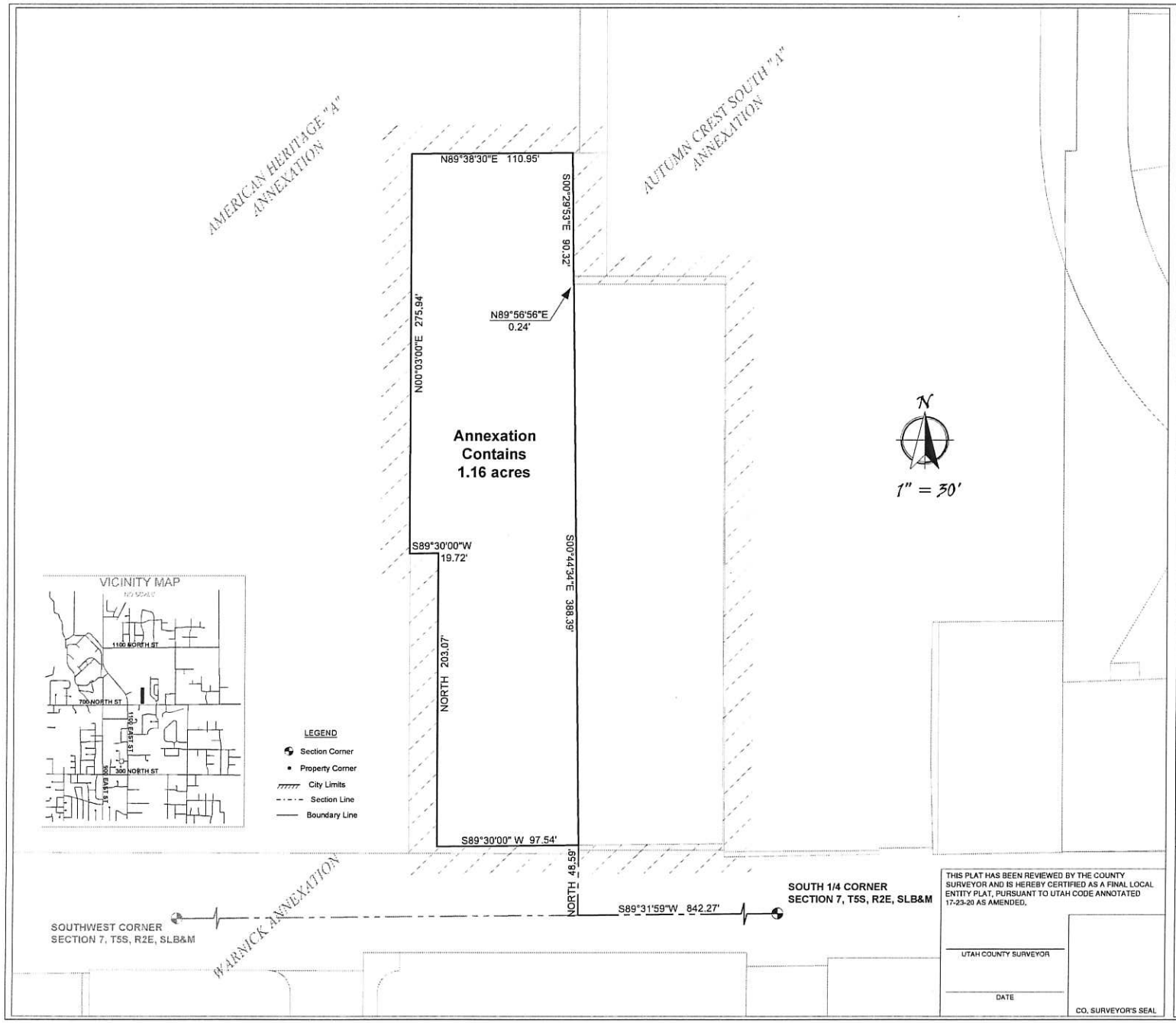
DATE: April 20, 2015

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

We hereby further acknowledge and affirm as follows:

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

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
	Janet Humble Davis	Janet Humble Davis



THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED.

UTAH COUNTY SURVEYOR

DATE

CO. SURVEYOR'S SEAL

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS S89°31'59 W 842.27 FEET ALONG THE SECTION LINE AND NORTH 48.59 FEET FROM THE SOUTH ¼ CORNER OF SECTION 7, T5S, R2E, SLM&M;

THENCE ALONG THE BOUNDARY OF WARNICK ANNEXATION THE NEXT THREE (3) CALLS S89°30'00 W 97.54 FEET; THENCE NORTH 203.07 FEET; S89°30'00 W 19.72 FEET; THENCE ALONG THE AMERICAN HERITAGE A ANNEXATION THE FOLLOWING TWO (2) CALLS N00D03'00 E 275.94 FEET; THENCE N89°38'30 E 110.95 FEET; THENCE ALONG THE BOUNDARY OF AUTUMN CREST SOUTH A ANNEXATION THE FOLLOWING TWO CALLS S00°29'53 E 90.32 FEET; THENCE N89°56'56 E 0.24 FEET; THENCE S00°44'34 E 388.39 FEET TO THE POINT OF BEGINNING. (AREA = 50,662 SQ FT/1.16 ACRES)

SURVEYOR SIGNATURE

DATE

SURVEYOR SEAL

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY **ELECTED COUNCIL OF THE CITY OF AMERICAN FORK**, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERITFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX SAID TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT INTO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF SAID TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE **HUMBLE ANNEXATION**.
DATED THIS _____ DAY OF _____

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

ATTEST: CITY RECORDER

DATE

CITY RECORDER

ANNEXATION PLAT

HUMBLE ANNEXATION

AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE 1" = 30 FEET

EXHIBIT B

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM Review and action on an improvements agreement with South Point Development (AKA Oakwood Homes) for road and infrastructure system improvements associated with the South Point Phase I, II, III, IV project

SUMMARY RECOMMENDATION Approve the agreement as presented

BACKGROUND In developing the South Point I project, Oakwood Homes desires to improve 740 East from State Street to approximately 340 South where it ties into their project. The 740 East road would benefit from asphalt and concrete improvements and would blend seamlessly into their development portion. Perry & Associates own the parcel of ground south of the American Fork Shopping Center and with 100 feet of frontage on 740 East. Oakwood Homes obtained competitive bids for the proposed work. Staff is presenting two options for City Council consideration.

Option 1: The City of American Fork will reimburse Oakwood Homes for improvements to the existing asphalt on 740 East from State Street to 370 South. Reimbursement for these improvements shall be financed through impact fee credits assessed as part of the building fees associated with construction of the South Point – Phase I project in the amount of $100,033.35. Additional improvements made to the property owned by Perry & Associates with approximately 100 feet of frontage on 740 East would also be constructed and funded through impact fee credits. Cost for these improvements is $48,344.25. These improvement costs would be recovered upon the development of said parcel in the future. Total reimbursement through impact fee credits: $148,377.60.

Option 2: The City of American Fork will reimburse Oakwood Homes for improvements to the existing asphalt on 740 East from State Street to 370 South. Reimbursement for these improvements shall be financed through impact fee credits assessed as part of the building fees associated with construction of the South Point – Phase I project in the amount of $100,033.35.

Oakwood homes is asking that they be provided allowance for interest on the improvement project until the improvements have been paid in full via the impact fee credits.

BUDGET IMPACT Oakwood Homes would receive credits totaling a minimum of $100,033.35.

SUGGESTED MOTION Option 1: I move to approve the reimbursement agreement with Oakwood Homes for South Point – Phase I as outlined in Option 1, which includes those improvements associated with the parcel of ground currently owned by Perry & Associates, and authorize the Mayor to execute the documents.

Option 2: I move to approve the reimbursement agreement with Oakwood Homes for South Point – Phase I as outlined in Option 2 above for only those improvements within American Fork City ownership on 740 East.

SUPPORTING DOCUMENTS

1. Improvement Agreement
2. Vicinity Map
3. Improvement Plans

IMPROVEMENTS AGREEMENT

This Improvements Agreement ("Agreement") is entered into as of this ____ day of August, 2015, by and between Oakwood Homes (the "Developer") or its assigns and American Fork City, a municipal corporation and political subdivision of the State of Utah (the "City").

RECITALS

A. Oakwood Homes intends to develop a new residential subdivision approximately located at 740 East 400 South, American Fork City, and consisting of 148 lots, known as South Point – Phase I, II, III, IV (the "Subdivision").

B. The Developer wishes to improve 740 East from State Street to 340 South on behalf of the City to create a more seamless transition to their proposed Subdivision.

C. The Developer seeks reimbursement from the City for that portion of 740 North that shall be improved based upon City Council action dated (August 25, 2015 – Insert Council Action Date).

D. Oakwood Homes and the City have reached an agreement regarding construction and cost-sharing obligations pertaining to improvements made to 740 East. This Agreement formalizes the terms and understanding they reached.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above-stated Recitals are incorporated herein by this reference.

2. Developer's Obligation. With respect to 740 East road, Oakwood Home's obligations are as follows:

(a) Oakwood Homes will perform road improvements as outlined in a bid documents shown as Attachment 'A' which include roadwork on 740 East and adjacent to that portion of roadway that borders the Subdivision;

3. City Obligations. With respect to the roadway, the City shall be responsible for the following costs and expenses: all sub-base, road base, asphalt, excavation/grading, curb & gutter, waterway, and other improvements, if any, in excess of what Oakwood Homes will contribute under Paragraph 2 above, but said roadway improvements will be no more than 24 feet wide (collectively, the "City's Portion"). Oakwood Homes will obtain at least three (3) bids for construction of the improvements, and the City shall have final say on selection of the

contractor.

4. Construction and Credit. Oakwood Homes will construct all of the improvements of the Roadway covered by this Agreement, and will cooperate with the City regarding the engineering, layout, and design of the Roadway. Oakwood Homes will construct and install the City's Portion of the improvements; provided, however, that Oakwood Homes will receive a dollar-for-dollar credit against the road/transportation impact fees paid for building permits in this Subdivision equal to the amount of the costs of the City's Portion (confirmed by City-approved bids and contractors). By way of example, if the costs of the City's Portion total $100,000.00, then Oakwood Homes will have a $100,000 credit to be applied against transportation impact fees that would otherwise be paid when building permits are issued for this Subdivision. Payment shall also include interest on unpaid balances equivalent to the Public Treasurer's Investment Fund rate.

5. No Other Obligations. Except for the obligations set forth in Paragraph 3 above, City will not have any other obligations relating to 740 East . This agreement does not affect Oakwood Homes's other obligations related to the project's construction.

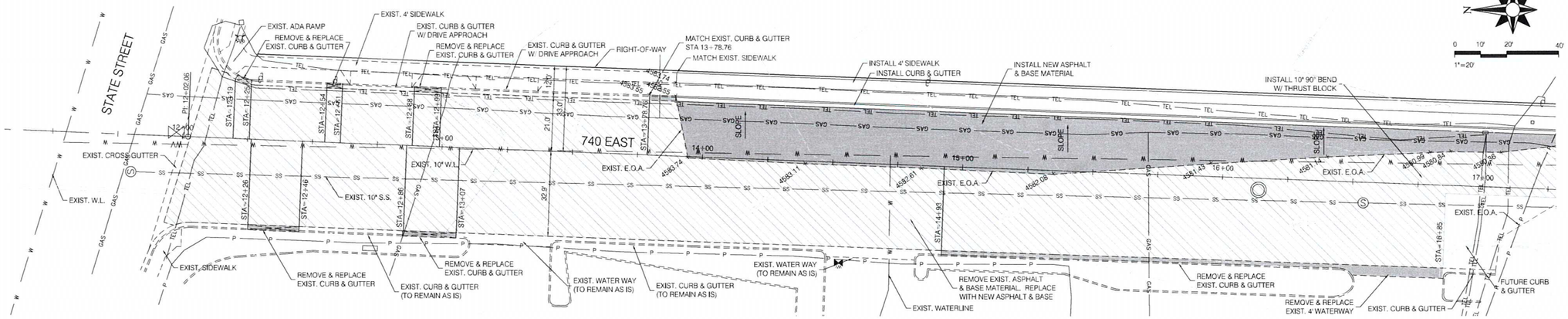
6. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof. This Agreement may only be modified or altered by a writing signed by both parties. In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

7. Binding Effect. This Agreement is a binding and enforceable agreement. It shall inure to the benefit of, and be binding upon, the parties hereto and their respective representatives, officers, agents, employees, members, successors in interest, and assigns. Oakwood Homes shall inform any partners or successors-in-interest of the project of the existence of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, the parties have executed the foregoing Improvements Agreement to be effective the date first appearing above.

Oakwood Homes Utah Investors, LLC	American Fork City
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____



MATCH LINE SEE SHEET CP-02

740 EAST

LEGEND

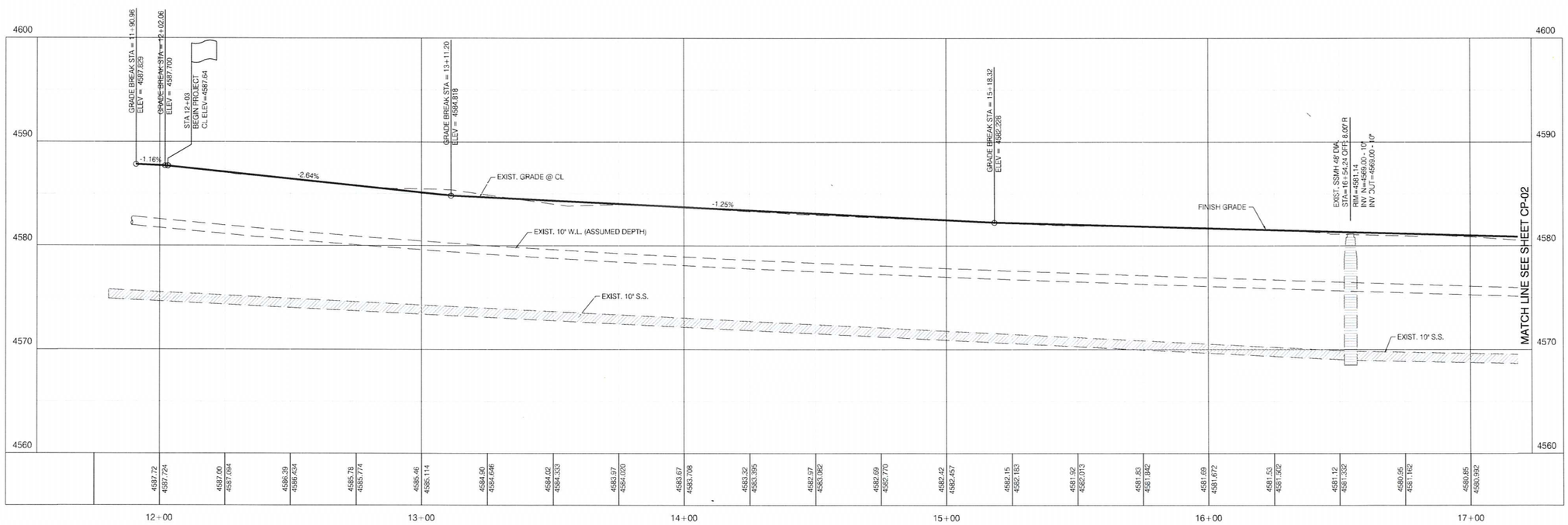
Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Profile View
- Existing Potable Water
- Existing Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.
5. Where new asphalt will be placed next to existing asphalt the contractor shall cut the existing asphalt in a vertical and horizontally straight line a minimum of 2 feet from the existing edge. Existing asphalt, base and subgrade shall be removed and replaced with new compacted materials.
6. Prior to placing asphalt surface contractor shall coordinate with other trades and utility companies to insure required conduits have been placed within the asphalt surface area. Primarily the landscape/irrigation contractor, power, gas and cable utility providers.



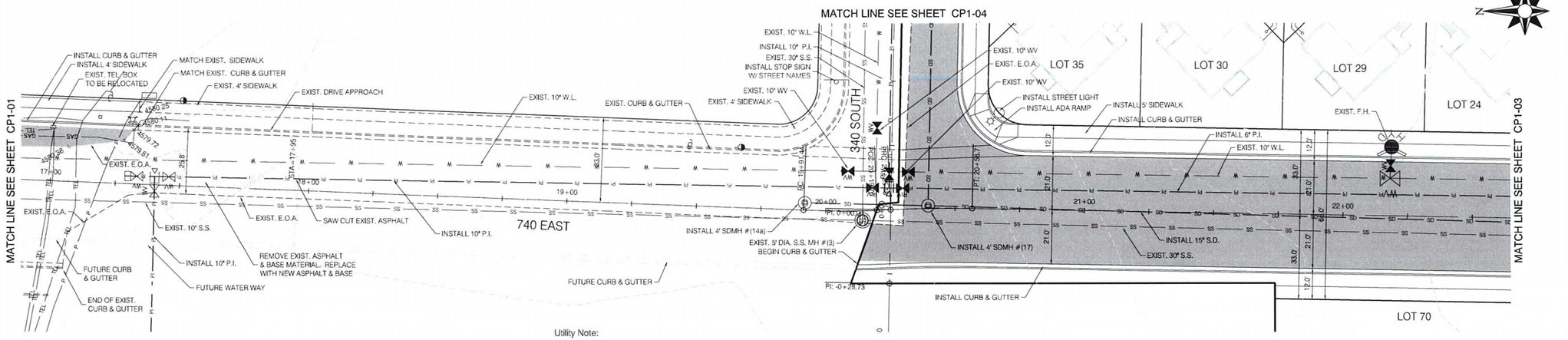
NO.	DATE	DESCRIPTION
4	01-29-15	TRC #1 Final Comments
3	10-30-14	TRC #3 Comments
2	10-08-14	TRC #2 Comments
1	8-26-14	TRC #1 Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-2489

PROJECT NAME:
SOUTH POINT - PHASE I
A PLANNED COMMUNITY
AMERICAN FORK, UTAH

PROJECT NO.	13-125-09
DATE	Jan 06, 2014
HOR SCALE	1"=20'
VER SCALE	1"=4'
ENGINEER	VH
DRAFTED	BS
CHECKED	VH

TITLE
PLAN & PROFILE 740 EAST



Utility Note:

See Sheet CU-02 for Culinary Water Pipes, fittings, and valves.
See Sheet CU-03 & CU-04 for Pressurized Irrigation Pipes, fittings, and valves.
See Sheet CU-05 for Sanitary Sewer Pipes, manholes and elevations
See Sheet CU-06 & CU-07 for Storm Drain Pipes, manholes, catch basins & elevations.

740 EAST

Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
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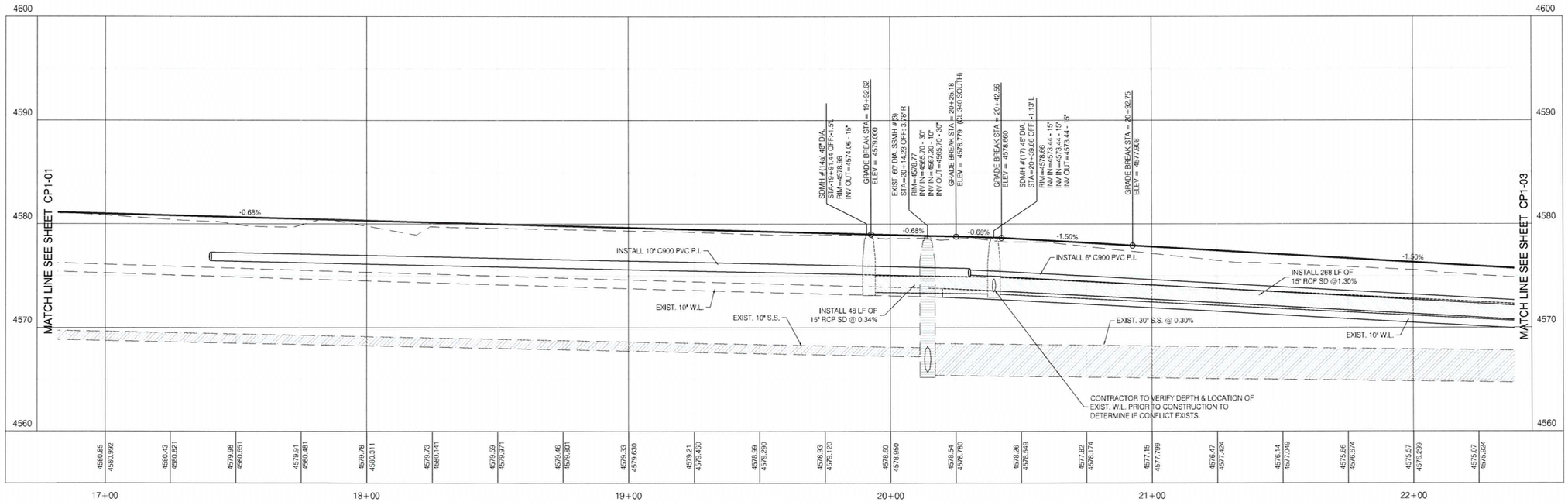
LEGEND

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Profile View
- Existing Potable Water
- Existing Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.



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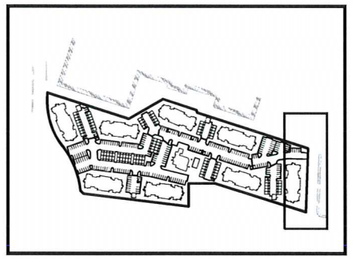
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-0499

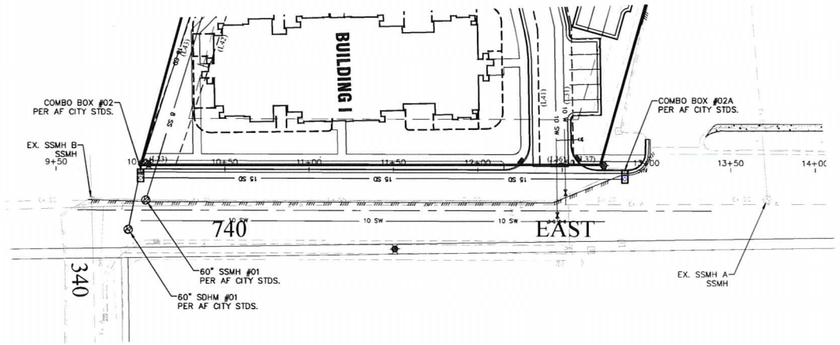
PROJECT NAME:
SOUTH POINT - PHASE I
A PLANNED COMMUNITY
AMERICAN FORK, UTAH

PROJECT NO.	13-125-09
DATE	Jan 06, 2014
HOR SCALE	1"=20'
VER SCALE	1"=4'
ENGINEER	VH
DRAFTED	BS
CHECKED	VH

TITLE
PLAN & PROFILE 740 EAST

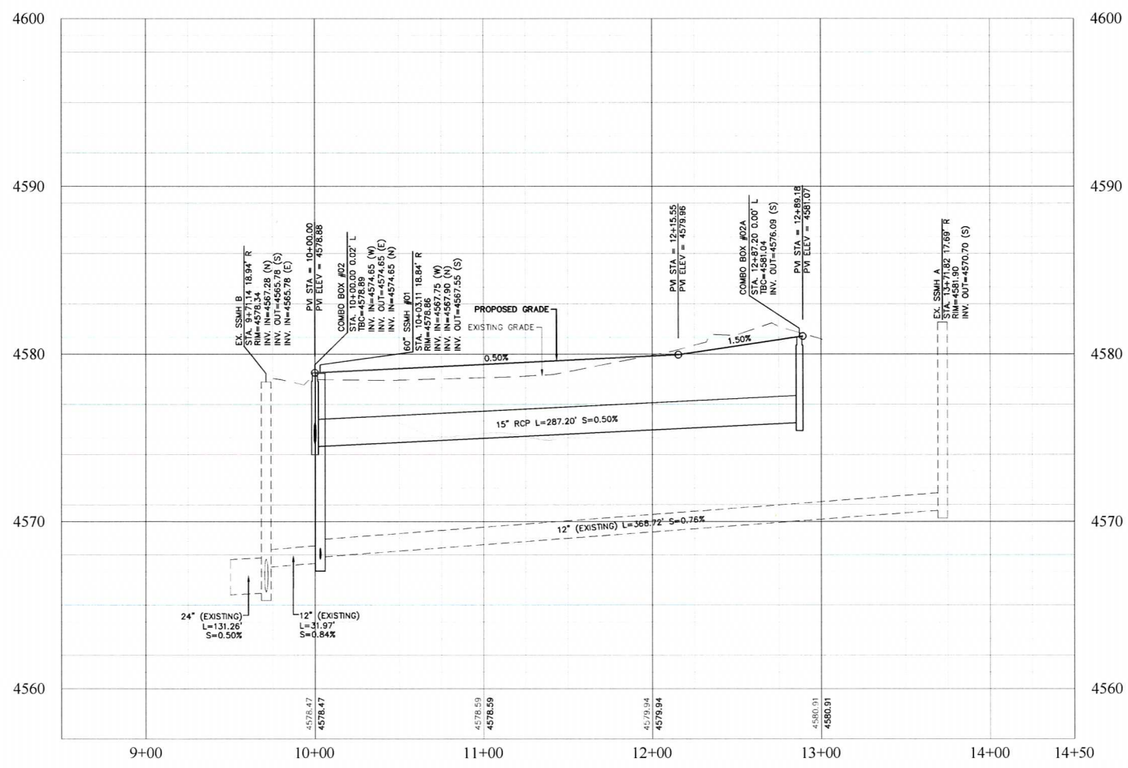


KEY MAP
N.T.S



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



740 EAST TBC PROFILE

FOCUS®
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

LICENSED PROFESSIONAL ENGINEER
No. 343833-2202
RONOLD A. PAUL
STATE OF UTAH

AMERICAN FORK APARTMENTS

AMERICAN FORK, UTAH

P&P - 740 EAST

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

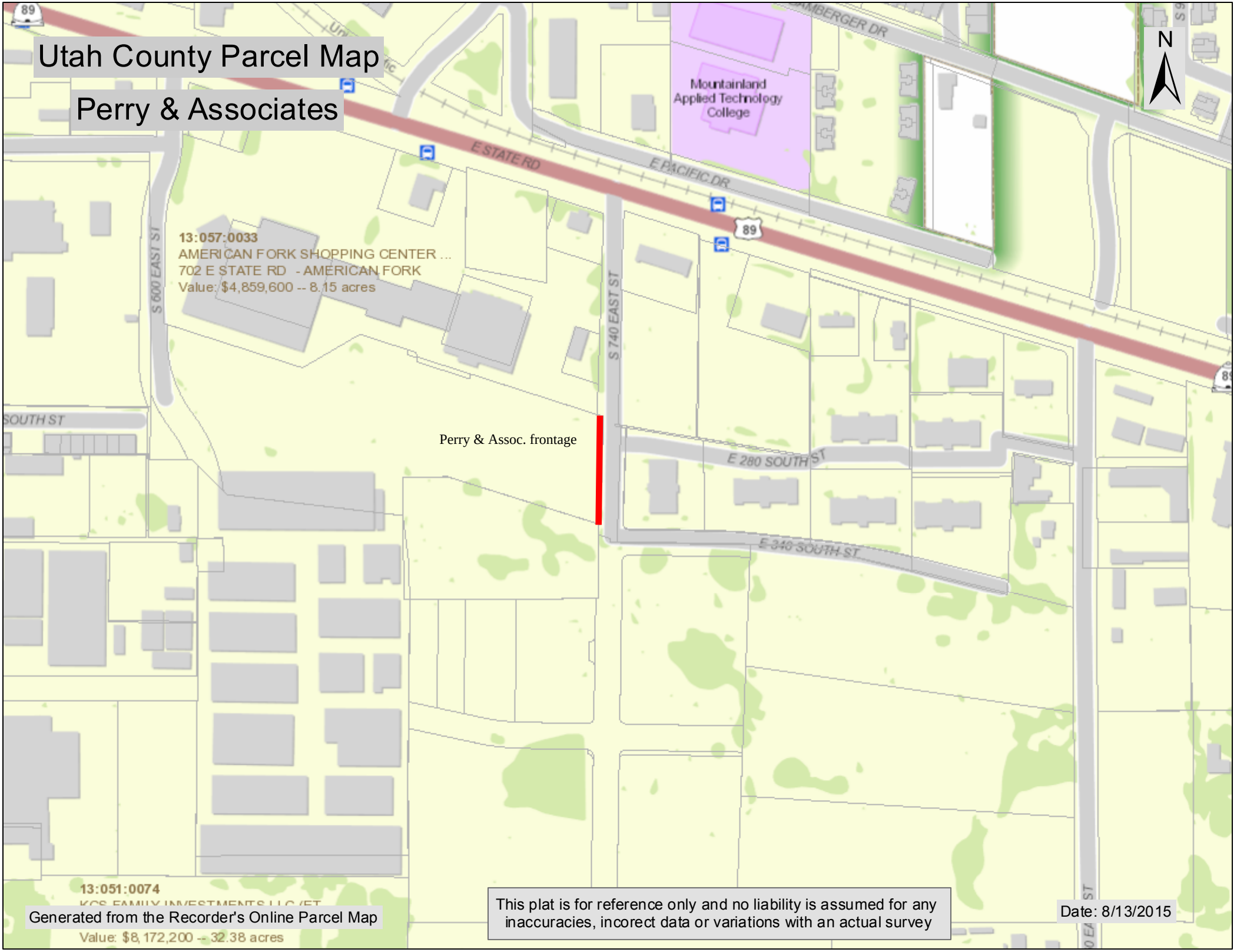
P&P - 740 EAST

Scale:	1"=40'	Drawn:	CPS
Date:	2/2/2015	Job #:	14-028
Sheet:	PP4		

Z:_2014\14-028 Perry Homes-AF Apts 300 S 600 E\design 14-028\dwg\sheets\PP3 - 740 EAST.dwg

Utah County Parcel Map

Perry & Associates



Generated from the Recorder's Online Parcel Map

This plat is for reference only and no liability is assumed for any inaccuracies, incorect data or variations with an actual survey

Date: 8/13/2015

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____day of _____, 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"** or the **"DEPARTMENT"** and **AMERICAN FORK CITY,** a Municipal Corporation of the State of Utah, hereinafter referred to as the **"CITY",**

RECITALS:

WHEREAS, the **CITY** applied to the Mountainland Association of Governments for a project to improve the intersection of US-89 (State Street) at 200 East and Main Street by realignment, and received approval and federal funding for the project; and

WHEREAS, UDOT desires to obtain any right-of-way needed using state forces along the corridor between 100 East and 300 East; and

WHEREAS, **UDOT** desires to provide additional funding for the project at a new intersection of State Street & Main Street; and

WHEREAS, both the **CITY** and **UDOT** agree the construction of this project will be of benefit to both parties and the safety of the traveling public;

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

1. The **CITY** agrees to **UDOT** administering the project through the design and construction phases of the project. The **DEPARTMENT** will use its normal practices, procedures, and standards throughout the life of the project.

2. The **DEPARTMENT** and the **CITY** agree to collaborate on all work phases and decisions on the project.

3. The **DEPARTMENT** agrees to invite **CITY** representatives to all project meetings and will accept **CITY** comments on the design and construction and will incorporate them into the project unless a standard practice is violated.

4. The **CITY** agrees to provide all information related to the project, including designs, as-built drawings, etc. to **UDOT** at no charge. The **CITY** further agrees to assist **UDOT** in obtaining approvals, any right-of-way, easements, etc. necessary for the completion of the project.

5. The following table represents the funding for this project. The **DEPARTMENT** agrees to pay the required local match for the **CITY** for the federal funds listed in the table using state "ST" funds. This is calculated at the current funding formula of 6.67% of the total project cost and amounts to $196,450.92. The **DEPARTMENT** also agrees to provide an additional $147,723.37 for project improvements related to a new traffic signal at the new intersection to be located at the intersection of State Street and Main Street at approximately 200 East. The **CITY** agrees to pay for all costs over and above $196,450.92, which are related to project improvements and requested by the **CITY**, outside of UDOT right-of-way, are requested by the **CITY**, and cause the total project costs to be over the total project budget. The **DEPARTMENT** will invoice the **CITY** for any overruns through the **UDOT** Comptroller's office and the **CITY** agrees to promptly pay any properly presented invoices for this project.

Statewide Transportation Improvement Program STIP 2014-2017

Fund	Prior	2014	2015	2016	2017	Total	Fed Aid	State	Other	Pct
STP_URB_P/O	$0	$0	$0	$139,845.00	$2,461,272.00	$2,601,117.00	$2,601,117.00	$0	$0	88.31%
ST_MATCH	$0	$0	$0	$10,155.00	$178,728.00	$188,883.00	$0	$188,883.00	$0	6.41%
ST_SIGNALS	$0	$0	$5,291.29	$0	$0	$5,291.29	$0	$5,291.29	$0	0.18%
ST_SPOT_SAFETY	$0	$0	$0	$0	$150,000.00	$150,000.00	$0	$150,000.00	$0	5.09%
TOTAL	$0	$0	$5,291.29	$150,000.00	$2,790,000.00	$2,945,292.29	$2,601,117.00	$344,174.29	$0	100.00%

6. The **DEPARTMENT** shall allow the **CITY** to review all project cost records pertaining to this project upon request by the **CITY**.

7. The **CITY** will pay 100% of any requested betterments over and above the originally approved project scope.

8. The **CITY** project manager for this project will be Mr. Andy Spencer unless and until the **CITY** designates, in writing, an alternate contact.

9. Neither the **CITY** nor **UDOT** shall charge the other agency for its internal costs related to the project. These include but are not limited to those costs associated with project management, engineering services for design verification, contract advertising, and construction engineering.

10. The **CITY** and **UDOT** agree this Agreement may be terminated:

    A. by mutual agreement of the parties in writing;

    B. by **UDOT** for the convenience of the state upon written notice to the **CITY**; or

C. by either the **CITY** or **UDOT** for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Thirty (30) day notice to terminate the Agreement will be provided to the other party, in writing, describing the non-compliance of the Agreement. If the non-compliance is not remedied within the thirty (30) day period, the Agreement shall be terminated. However, if **UDOT** reasonably believes the **CITY** is violating the Agreement that may result in harm to the public, inappropriate use of federal funds, or if the Federal Highway Administration requests immediate termination, **UDOT** may terminate the Agreement without giving the thirty (30) day notice.

i. In the event of termination resulting from the **CITY'S** failure to fulfill their obligations or the **CITY'S** violation of this Agreement, the **CITY** shall pay all of **UDOT**'s costs related to requested and approved betterments or those caused by overruns over the authorized project amount.

11. Each party agrees to hold harmless and indemnify the other agency, its officers, employees, and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the agency's negligent or intentional acts, errors, or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from agency's negligent or intentional acts, errors, or omissions in the performance of this project.

12. **MISCELLANEOUS**

A. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.

B. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and the CITY.

C. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and in behalf of the respective party and to bind such party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.

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.
(IMPRESS SEAL)

ATTEST:

By: _____

Title: _____

Date: _____

AMERICAN FORK CITY, a Municipal Corporation in the State of Utah

By: _____

Title: _____

Date: _____

****

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By:_____
Project Manager

Date: _____

By: _____
Region Director

Date: _____

APPROVED AS TO FORM:

By:_____
Assistant Attorney General

Date: _____

COMPTROLLER OFFICE

By: _____
Contract Administrator

AMERICAN FORK
— 1853 —

51 EAST MAIN
AMERICAN FORK, UT 84003
TEL: 801-763-3000
FAX: 801-763-3033
WWW.AFCITY.ORG

MAYOR
JAMES H. HADFIELD

COUNCIL MEMBERS
BRAD FROST
DALE O. GUNTHER
HEIDI K. RODEBACK
ROBERT E. SHELTON
CLARK P. TAYLOR

CITY STAFF

D. CRAIG WHITEHEAD
CITY ADMINISTRATOR

MELANIE MARSH, MPA, PHR
ADMINISTRATIVE SERVICES DIRECTOR

CATHY J. JENSEN, CPA
FINANCE/BUDGET OFFICER

LANCE M. CALL
CHIEF OF POLICE

KRISS GARCIA
FIRE CHIEF

DALE E. GOODMAN
PUBLIC WORKS DIRECTOR

ANDREW J. SPENCER, P.E.
CITY ENGINEER

RODNEY H. DESPAIN
CITY PLANNER

HEIDI L. MITCHELL
CITY TREASURER

RICHARD M. COLBORN, CMC
CITY RECORDER

JAMES TUCKER HANSEN
CITY CRIMINAL ATTORNEY

KASEY L. WRIGHT
CITY CIVIL ATTORNEY

April 5, 2012

Sean Eliot
Mountainland Association of Governments
586 East 800 North
Orem, UT 84097

Dear Mr. Eliot:

American Fork City would like to officially acknowledge our support for the Main Street US-89 proposal jointly put forth by the Utah Department of Transportation and American Fork City. This proposal will place a signal at the intersection of 200 East and Main Street which will allow for increased traffic flow and safety enhancement. American Fork City sees this as a great benefit to our community, residents, and for the traveling public at large. Therefore, we pledge our support and any assistance we may provide with this project.

Sincerely,

James H. Hadfield, Mayor
American Fork City

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM Approval of the Cooperative Agreement between The City of American Fork and Utah Department of Transportation (UDOT) for a project to improve the intersection of US-89 (State Street) at 200 East and Main Street by realignment.

SUMMARY RECOMMENDATION The Cooperative Agreement provides the framework between The City of American Fork and UDOT to receive federal funding applied for through Mountainland Metropolitan Planning Organization Regional Planning Committee (A.K.A. MAG) in the amount of $2,945,292.29.

BACKGROUND The City of American Fork and UDOT jointly applied to MAG requesting improvements that would enhance safety on State Street between 100 East and 300 East. It was important that these improvements be done in keeping with the Transportation element of the Master Plan and with the cooperation of UDOT who has jurisdiction over State Street.

UDOT is now seeking to move forward with the project. While the City will collaborate with UDOT on this work, UDOT will administer the project through the design and construction phases. Further, UDOT agrees to pay the required local match funding for the City.

The project scope proposes the construction of a continuous green 'T' intersection. This style of intersection will allow eastbound traffic to travel on a continuous green signal unless the pedestrian crossing is activated. Traffic traveling west on State Street and Main Street will be regulated by standard traffic signal coordination. This style of intersection has been successfully used by UDOT as well as other states.

BUDGET IMPACT The City would be responsible for only those requests of betterment over and above the original project scope and any costs related to City road improvements that cause the project budget to be exceeded.

SUGGESTED MOTION I move to approve the Cooperative Agreement between The City of American Fork and UDOT for the realignment of the intersection on US-89 (State Street) at 200 East and Main Street and authorize the Mayor to execute the document.

SUPPORTING DOCUMENTS

1. Cooperative Agreement
2. Letter of support from Mayor Hadfield provided to MAG with funding application
3. Map of project area

US-89/STATE STREET (2000 NORTH ORE

Preferred Alternative

Figure A-20

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Technology **Director Approval** George Schade

AGENDA ITEM Review and action regarding a Statewide Utility Agreement with the Utah Department of Transportation (UDOT).

SUMMARY RECOMMENDATION The Technology Director recommends approval of the Statewide Utility Agreement with UDOT.

BACKGROUND This item was first presented at the July 14th City Council Meeting. The council approved the agreement subject to a change in Section 13 to add language to that section stating that if UDOT or its contractors damage city facilities during construction they would be required to pay the cost to fix the damage. UDOT responded that they could not accept the proposed changes to the agreement based on advice from their Legal Counsel. UDOT's attorney said that the new language did not need to be in the agreement because of the common law negligence claim stating that if UDOT or its contractor damages the City's utility facilities due to negligent action, UDOT or its contractor must pay the cost to repair or perform the repair. UDOT also said that the language in the agreement is standardized and approved by the Attorney General's office for statewide use, and as a general practice they do not negotiate individual licenses to use the state's rights-of-way.

BUDGET IMPACT There is no budget impact due to this agreement.

SUGGESTED MOTION I move approval of the Statewide Utility Agreement with UDOT.

SUPPORTING DOCUMENTS UDOT Statewide Utility Agreement.

AMERICAN FORK CITY
51 E. MAIN STREET
AMERICAN FORK, UT 84003

Federal ID No. **87-6000209**

STATEWIDE UTILITY LICENSE AGREEMENT

NONINTERSTATE

THIS AGREEMENT made and entered into this ___day of _____, 2015, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and AMERICAN FORK CITY, a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by **UDOT** for locating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way, hereafter approved in accordance with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of **UDOT**; and

WHEREAS, the parties desire that this agreement supersedes all previous Statewide Utility License Agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, **UDOT** agrees to review any application for a permit that **CITY** files pursuant to the procedures established in this agreement promptly. **CITY** and **UDOT** agree to work together in good faith with the intent to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all

location, construction and maintenance permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Permit applications shall be presented to the appropriate **UDOT** Region/District Director or an authorized representative who shall have the authority to issue and approve the permit as expeditiously as possible. All permits that may be issued will be subject to the requirements of Utah Admin. Code R930-7, Utility Accommodation. **UDOT** may apply special limitations to the permitted work. The issuance and approval of a permit will enable the **CITY** to proceed with the work and use under the permit in accordance with the terms thereof.

(3) RESERVATION AND SPECIAL PROVISIONS: Each party hereto reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties, may be incorporated into any permit issued hereunder.

(4) INSPECTION: UDOT may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. Costs associated with the inspection are the responsibility of the **CITY**.

(5) COSTS: The entire cost of installation of the facilities shall be paid for by the **CITY**.

(6) BEGINNING CONSTRUCTION: The **CITY** shall not begin any work on **UDOT** right of way until the permit is issued and notice to proceed is given to the **CITY** by **UDOT**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements.

(7) TRAFFIC CONTROL: The **CITY** shall conduct their operation so that traffic control for utility construction and maintenance operations conforms to **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be planned so that closures of intersecting streets, road approaches, or other access points are held to a minimum. The **CITY** shall submit traffic control plans showing detours and signing operations in advance, allowing **UDOT** reasonable time for review. No full or partial lane closure shall be made without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plan and such instructions of **UDOT** Region/District Director or an authorized representative as may be given.

(8) EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION: The **CITY** shall perform all work on **UDOT** right-of-way in compliance with Utah Admin. Code R930-7, Utility Accommodation, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) <u>EMERGENCY WORK</u>: Emergency work may be done without prior permit if there is imminent danger of loss of life or significant damage to property. In all emergency work situations, the **CITY** or its representative shall contact **UDOT** immediately and on the first business day shall contact **UDOT** and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) <u>RESTORATION OF TRAFFIC SIGNAL EQUIPMENT</u>: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) <u>MAINTENANCE</u>: The facilities shall at all times be maintained, repaired, renewed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of their obligation hereunder, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** its cost.

(12) <u>LIABILITY</u>: Pursuant to R930-7-6(2)(c)**,** the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general aggregate and $2,000,000 products and completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY**, the Utah Department of Transportation, **CITY's** contractors and subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit, whether performed by themselves, a contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer
Utah Department of Transportation
4501 South 2700 West
PO Box 148380
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond will be set according to the scope of work permitted but not less than $10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, their employees or representatives to restore to **UDOT** standards the sections of roadway interfered with by the **CITY**. These expenses refer to all expenses incurred in the repairing of portions of the state highway rights of way determined by **UDOT** inspectors to be inadequately restored or maintained by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

(13) FUTURE HIGHWAY CONSTRUCTION: It is understood and agreed to by the parties and as part of the consideration for this agreement that **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the State Highway System provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

(14) CANCELLATION OF PERMITS: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the utility company a reasonable time to correct the violations to the satisfaction of **UDOT**.

(15) ASSIGNMENT: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

(16) SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

(17) UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages to lines within the horizontal or vertical clearances. Any

noncompliance to the above may result in cancellation of the **CITY's** permit. If the **CITY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

(18) <u>TERMINATION OF LICENSE AGREEMENT</u>: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement and permits. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until **CITY's** facilities are removed from **UDOT's** right-of-way.

udot.utah.gov

Approved by **AMERICAN FORK CITY**, an ENTITY **in the State of Utah**

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS____ DAY OF _____, _____,

BY_____

_____
NOTARY PUBLIC

By: _____ _____
Signature Date

_____ _____
Name (printed) Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____ _____
Richard Manser, P.E. Date
UDOT Statewide Utilities Engineer

udot.utah.gov

COMPTROLLER'S OFFICE

By: _____ _____
Cherise Young Date
UDOT Contract Administrator

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Final plat of Rivulet Subdivision, located at 860 East 400 South in the PC Planned Community zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of Rivulet Subdivision as stated in the attached minutes of the August 5, 2015 planning commission meeting.

BACKGROUND The applicant proposes a subdivision consisting of one lot for the Rivulet Apartment Project and "Parcel 2", which will be dedicated to American Fork City for park uses. 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 Rivulet Subdivision, located at 860 East 400 South in the PC Planned Community 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:

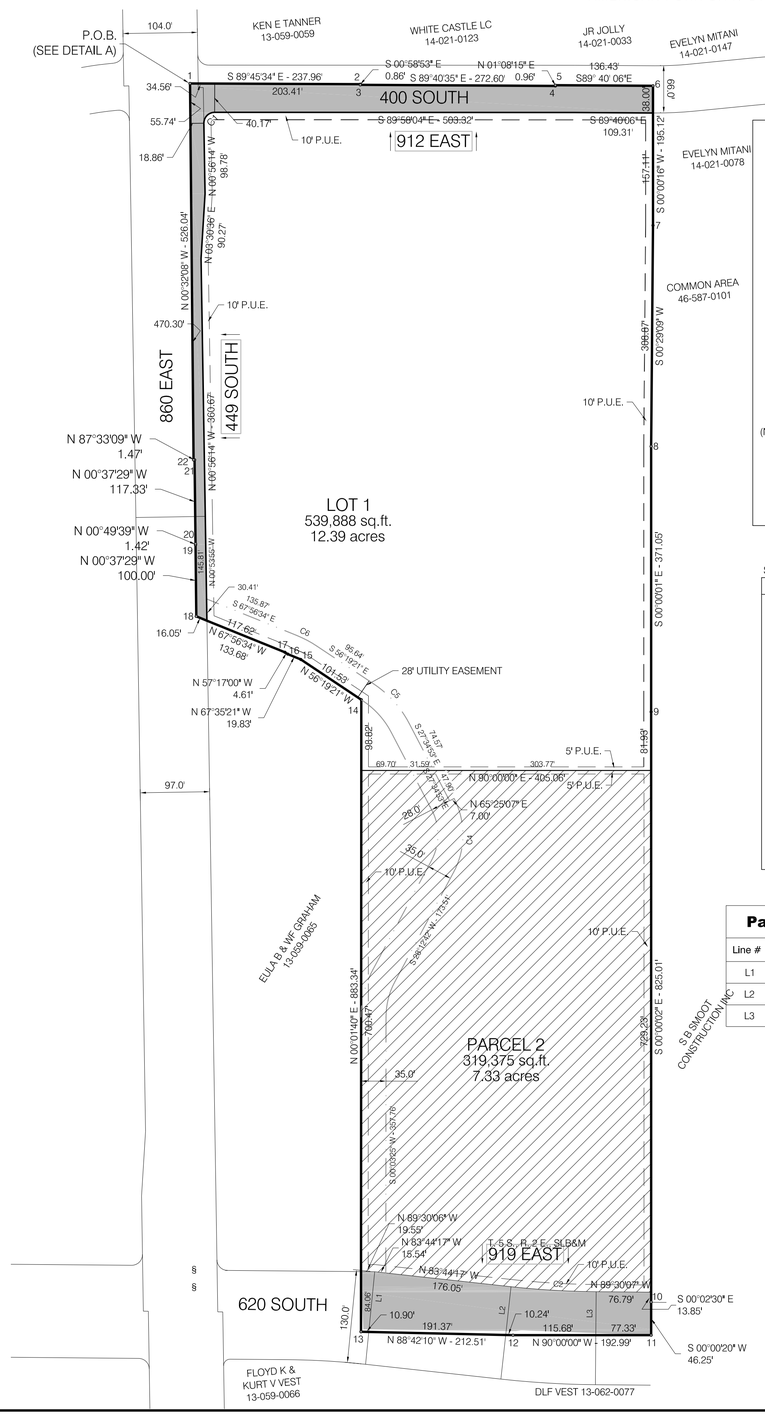
- All conditions identified in the public record associated with the August 5, 2015 planning commission meeting.

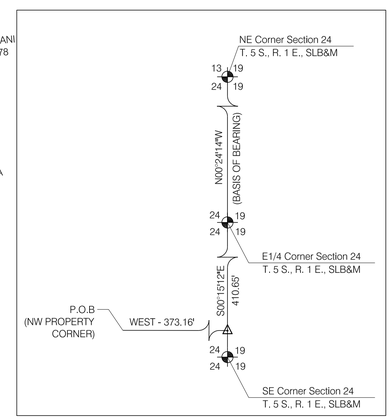
SUPPORTING DOCUMENTS
1. Plat
2. Staff report
3. Planning commission meeting minutes, August 5, 2015

A SUBDIVISION IN AMERICAN FORK CITY
RIVULET SUBDIVISION

A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH





DETAIL "A"
(TIE TO SECTION CORNERS)

STATE PLANE COORDINATES

No.	Northing	Easting
1	7303157.6549	1563984.5403
2	7303156.6561	1564222.4350
3	7303155.7966	1564222.4497
4	7303154.2571	1564494.9708
5	7303155.2145	1564494.9898
6	7303154.4248	1564631.3815
7	7302959.3627	1564631.3659
8	7302650.5882	1564628.7477
9	7302279.6396	1564628.7495
10	7301454.8504	1564628.7594
11	7301408.6095	1564628.7550
12	7301408.6095	1564435.8154
13	7301413.4192	1564223.4180
14	7302296.5211	1564223.8466
15	7302352.8059	1564139.3793
16	7302360.3634	1564121.0533
17	7302362.8545	1564117.1755
18	7302413.0414	1563993.3153
19	7302513.0082	1563992.2253
20	7302514.4297	1563992.2048
21	7302631.7188	1563990.9259
22	7302631.7817	1563989.4559

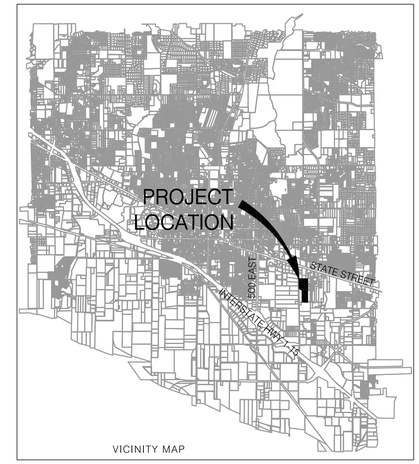
N

0 50' 100' 200'

1"=100'

LEGEND

- Section Corner
- Street Monument
- Property Corner
- Street Light
- Fire Hydrant
- Section Line
- Property Line
- Easement Line
- Road Dedicated to A.F. City
- Area Aquired by A.F. City
- No Basements Allowed



VICINITY MAP

NOTES:

OFF-SET PINS TO BE PLACED ON THE BACK OF THE CURB AND ⅝"x18" REBAR WITH THE SURVEYOR'S LICENSE NUMBER CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO ANY OCCUPANCY.

BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL
1) ASPHALT PAVING IS INSTALLED
2) FIRE HYDRANTS ARE INSTALLED, APPROVED AND CHARGED.

PARK-STRIP ALONG PUBLIC RIGHT OF WAY TO BE MAINTAINED BY HOME OWNER OR H.O.A.

ALL PRIVATE ROADS AND PARK/DETENTION TO BE P.U.E.

THIS DEVELOPMENT IS ADJACENT TO AN AGRICULTURAL USE AND IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, AND OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE.

SENSITIVE LAND OVERLAY ZONE NOTES:

1. The construction of this project shall conform to the American Fork City Sensitive Land Overlay Zone Ordinance and its latest amendment.
2. All groundwater drains within this project are privately owned and maintained by the Home Owner Association or the property owner it serves.
3. Each lot requires a site specific special inspection by the City Engineer and the project's geotechnical engineer to evaluate any potential negative impacts of the groundwater table at the time of issuing a Building Permit.
4. Each lot to conform to the Precise Grading Sheet as approved by the Engineering Division and filed with the Building Division.
5. No footing, eaves, window wells or other improvement connected to structures are allowed to be placed within the Public Utility Easement.
6. The construction of this project shall conform to the recommendations from the geotechnical report submitted for review and approval.
7. The contractor is responsible for the removal of collapsible soils within the buildable area, road improvements and underground utilities.

All Culinary water, secondary water, sanitary sewer, and storm sewer facilities within this site are considered privately owned and maintained. The owner(s)/developer is responsible to ensure proper construction, replacement, repair, operation, and maintenance according to American Fork City and State of Utah standards. Owner(s) acknowledges the right of the City to inspect, and test these facilities and make necessary repairs and or other actions when the Owner fails to do so. The development ownership will be charged for any cost incurred by the City. Culinary water facilities are considered part of the City's public water system for the purposes of testing and reporting as required by the State of Utah as set forth in section R309 of the Utah Administrative Code and all other codes and laws of the State. Utility easements dedicated to American Fork remain in force irrespective of the status of the utilities as private and are intended to provide American Fork City access in the event of failure to perform by the Owner. For more information see also separately recorded agreement where applicable.

GEOTECHNICAL REPORT

This property is subject to the findings of a Geotechnical Study dated February 7, 2007 performed by Earthtec Engineering and recorded as Entry No._____, in the office of the Utah County Recorder.

Parcel Line Table

Line #	Length	Direction
L1	84.54	N5° 37' 30.73"E
L2	67.98	N6° 15' 42.66"E
L3	60.78	N0° 29' 53.27"E

Curve Table

Curve #	Length	Tangent	Radius	Delta	Chord Direction	Chord Length
C1	23.81'	15.25'	15.00'	90°56'20"	S44°32'51"W	21.39'
C2	119.29'	59.69'	1185.82'	5°45'49"	S86°37'12"E	119.24'
C4	107.12'	58.23'	110.00'	55°47'36"	N00°18'55"E	102.93'
C5	74.24'	37.92'	148.00'	28°44'28"	N41°57'07"W	73.46'
C6	32.04'	16.08'	158.00'	11°37'13"	N62°07'57"W	31.99'

H&H ENGINEERING & SURVEYING, INC
233 E. MAIN ST, STE 2 - AMERICAN FORK, UT 84003
TEL: (801) 756-2488 FAX: (801) 756-3499

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligation or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners' Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-Way department at 1-800-366-6532.

Questar Gas _____ Date _____

1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
(1) a recorded easement or right-of-way,
(2) the law applicable to prescriptive rights,
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities or
(4) any other provision of law.

Rock Mountain Power _____ Date _____

BASIS OF BEARING

BASIS OF BEARING AS SHOWN ON THIS PLAT IS BASED ON NAD 83 STATE PLANE COORDINATES, UTAH CENTRAL ZONE, AND INFORMATION AVAILABLE AT THE UTAH COUNTY RECORDER'S OFFICE.

FLOOD ZONE DESIGNATION

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

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20 _____, BY THE WATER AND SEWER AUTHORITY.

_____
PUBLIC WORKS DEPARTMENT DIRECTOR

SURVEYOR'S CERTIFICATE

I, VICTOR E. HANSEN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 176695 AS PRESCRIBED UNDER 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 BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS IS N00°24'14"W BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S00°15'12"E 410.65 FEET ALONG THE SECTION LINE AND WEST 373.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S89°45'34"E 237.96 FEET; THENCE S00°58'53"E 0.86 FEET; THENCE S89°40'35"E 272.60 FEET; THENCE N01°08'15"E 0.77 FEET; THENCE S89°28'00"E 136.44 FEET; THENCE S00°00'16"W 194.45 FEET; THENCE S00°29'09"W 308.87 FEET; THENCE S00°00'01"E 371.05 FEET; THENCE S00°00'02"E 825.01 FEET; THENCE S00°00'20"E 46.25 FEET; THENCE S90°00'00"W 192.99 FEET; THENCE N88°42'10"W 212.51 FEET; THENCE N00°01'40"E 883.34 FEET; THENCE N56°19'21"W 101.53 FEET; THENCE N67°35'21"W 19.83 FEET; THENCE N57°17'00"W 4.61 FEET; THENCE N67°56'34"W 133.68 FEET; THENCE N00°37'29"W 100.00 FEET; THENCE N00°49'39"W 1.42 FEET; THENCE N00°37'29"W 117.33 FEET; THENCE N87°33'09"W 1.47 FEET; THENCE N00°32'08"W 526.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.548 ACRES, MORE OR LESS.

_____ DATE _____ SURVEYOR (SEE SEAL BELOW)

OWNER'S DEDICATION

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

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____DAY OF _____, A.D. 20 _____.

OWNER OWNER
OWNER OWNER

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF UTAH

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

MY COMMISSION EXPIRES _____ _____ NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

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

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

PLANNING COMMISSION APPROVAL

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

PLANNER PLANNING COMMISSION CHAIRMAN

RIVULET SUBDIVISION

A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

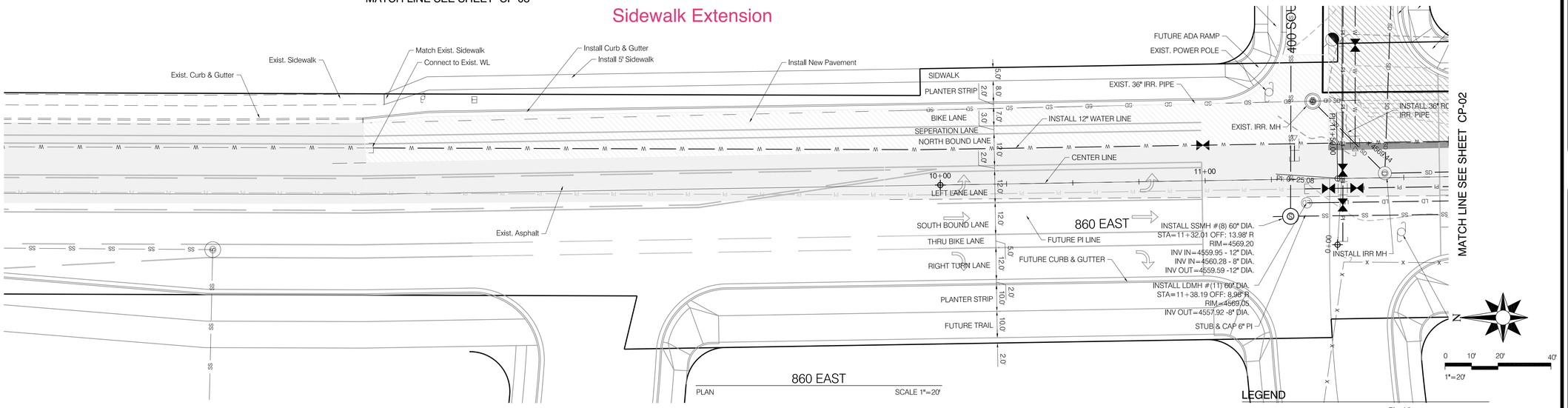
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

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

MATCH LINE SEE SHEET CP-03

Sidewalk Extension



Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.
5. Where new asphalt will be placed next to existing asphalt the contractor shall cut the existing asphalt in a vertical and horizontally straight line a minimum of 2 feet from the existing edge. Existing asphalt, base and subgrade shall be removed and replaced with new compacted materials.
6. Prior to placing asphalt surface contractor shall coordinate with other trades and utility companies to insure required conduits have been placed within the asphalt surface area. Primarily the landscape/irrigation contractor, power, gas and cable utility providers.
7. Install Type III Barricade, OMR 4 (End of Road) signs, and sidewalk ends signs at the end of all stub roads.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

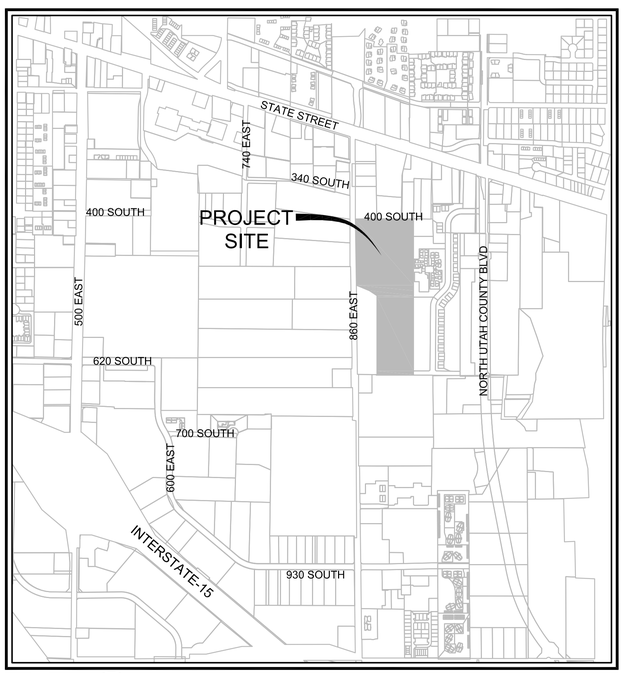
TITLE
860 EAST
PLAN & PROFILE

CONSTRUCTION PLANS FOR
REVIEW ONLY

RIVULET APARTMENTS

A PLANNED COMMUNITY
IN AMERICAN FORK, UTAH

July 20, 2015



NORTH

VICINITY MAP
SCALE: 1" = 800'

PROJECT NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE AMERICAN FORK CITY AND A.P.W.A. UTAH CHAPTER CONSTRUCTION AND MATERIAL SPECIFICATIONS.. IF A CONFLICT BETWEEN SPECIFICATIONS IS FOUND THE MORE STRICT SPECIFICATION WILL APPLY AS DECIDED BY THE CITY ENGINEER.

2. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF CONSTRUCTION THAT ARE NOT SPECIFIED HEREIN. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR SAFETY ON THE WORK SITE, OR FAILURE BY THE CONTRACTOR TO PERFORM WORK ACCORDING TO CONTRACT DOCUMENTS.

Property Address:

680 East 400 South
American Fork, Utah

Owner / Developer:

The Ritchie Group
1245 Brickyard Road, Suite 70
Salt Lake City, Utah 84106
Tel: 801.433.2200
Attn: Jason Newitt
jayson@theritchiegroup.com

Engineer / Surveyor

H&H Engineering and Surveying, INC
42 North 200 East, Suite 1
American Fork, Ut 84003
Tel: 801-756-2488
Attn: Victor Hansen
victor@h-heng.com

LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
	Set Back Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
GAS GAS	Proposed Gas Line
FO FO	Proposed Fiber Optics
TEL TEL	Proposed Telephone Cable
	Proposed Power Cable
	Proposed Major Contour Line
	Proposed Minor Contour Line

SHEET INDEX

C-01	COVER SHEET
C-02	RECORD OF SURVEY
C-03	860 EAST ALIGNMENT
C-04	GENERAL NOTES
C-05	SUBDIVISION PLAT
C-06	SITE PLAN
CG-01	GRADING PLAN
CU-01	OVERALL UTILITY PLAN
CU-02	WATER PLAN
CU-03	SEWER PLAN
CU-04	SEWER PLAN
CU-05	SEWER PLAN
CU-06	SEWER PLAN
CU-07	SEWER PLAN
CP-01	860 EAST PLAN & PROFILE
CP-02	860 EAST PLAN & PROFILE
CP-03	400 SOUTH PLAN & PROFILE
CP-04	400 SOUTH PLAN & PROFILE
CD-01	GENERAL DETAILS
CD-02	GENERAL DETAILS
CD-03	GENERAL DETAILS
CD-04	GENERAL DETAILS

NO.	DATE	DESCRIPTION
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233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

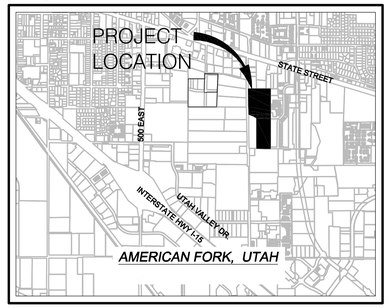
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
COVER SHEET

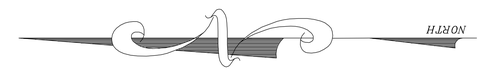
ALTA/ACSM LAND TITLE SURVEY FOR
RITCHIE PROPERTY

SE1/4, SEC. 24, T5S, R1E, AND
SW1/4, SEC. 19, T5S, R2E, SLB&M
AMERICAN FORK CITY, UTAH COUNTY, UTAH

N.T.S.



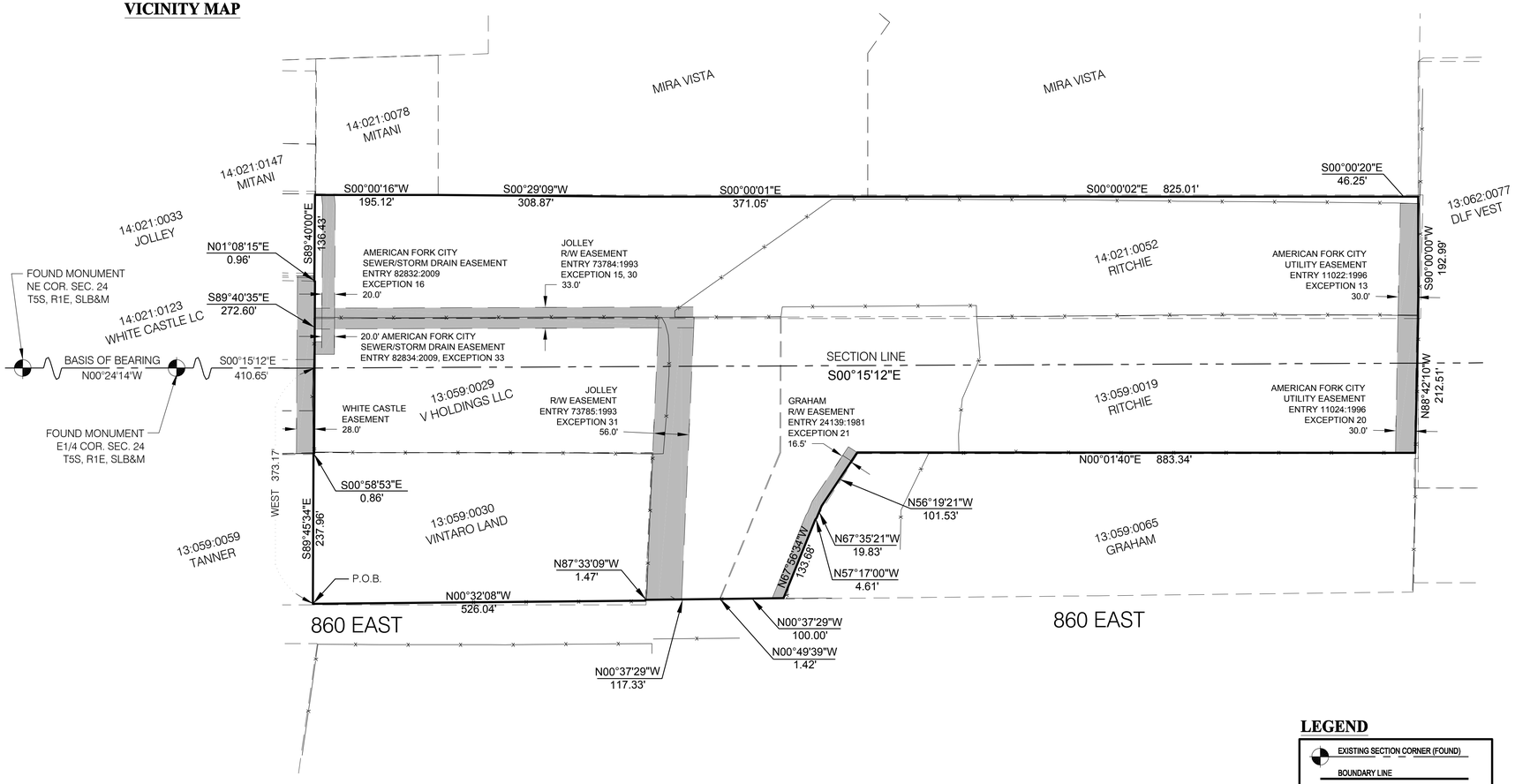
VICINITY MAP



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



LEGEND

- EXISTING SECTION CORNER (FOUND)
- BOUNDARY LINE
- STREET CENTERLINE
- DEED LINE
- PUBLIC UTILITY EASEMENTS
- EXISTING FENCE
- PROPERTY CORNER

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY FOR PROPERTY OWNED BY VINTARO LAND LLC, V HOLDINGS LLC AND JAMES RITCHIE. THE PROPERTY WILL BE COMBINED AND SUBDIVIDED TO BE KNOWN AS RIVULET APRARTMENTS. SURVEY BASED ON TITLE REPORT ALTA COMMITMENT NUMBER 8287-WW.

ALTA/ACSM LAND TITLE SURVEY FOR
RITCHIE PROPERTY
SE1/4, SEC. 24, T5S, R1E, AND
SW1/4, SEC. 19, T5S, R2E, SLB&M
AMERICAN FORK CITY, UTAH COUNTY, UTAH

CERTIFICATION:

TO: RITCHIE GROUP
1245 BRICKYARD RD.
SUITE 70
SALT LAKE CITY, UT 84106

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, & 11a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 2014.

DATE OF PLAT OR MAP: JUNE 8, 2015.

VICTOR E. HANSEN, PLS 176695

LEGAL DESCRIPTIONS:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS IS N00°24'14"W BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S00°15'12"E 410.65 FEET ALONG THE SECTION LINE AND WEST 373.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S89°45'34"E 237.96 FEET; THENCE S00°58'53"E 0.86 FEET; THENCE S89°40'35"E 272.60 FEET; THENCE N01°08'15"E 0.77 FEET; THENCE S89°28'00"E 136.44 FEET; THENCE S00°00'16"W 194.45 FEET; THENCE S00°29'09"W 308.87 FEET; THENCE S00°00'01"E 371.05 FEET; THENCE S00°00'02"E 825.01 FEET; THENCE S00°00'20"E 46.25 FEET; THENCE S90°00'00"W 192.99 FEET; THENCE N88°42'10"W 212.51 FEET; THENCE N00°01'40"E 883.34 FEET; THENCE N56°19'21"W 101.53 FEET; THENCE N67°35'21"W 19.83 FEET; THENCE N57°17'00"W 4.61 FEET; THENCE N67°56'34"W 133.68 FEET; THENCE N00°37'29"W 100.00 FEET; THENCE N00°49'39"W 1.42 FEET; THENCE N00°37'29"W 117.33 FEET; THENCE N87°33'09"W 1.47 FEET; THENCE N00°32'08"W 526.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.548 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS N00°24'14"W, BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

TITLE DOCUMENTS:

THIS ALTA/ACSM LAND TITLE SURVEY HAS BEEN PREPARED IN RELIANCE TO THE COMMITMENT FOR TITLE INSURANCE ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, ORDER NO: WT-2031, DATED SEPTEMBER 15, 2011, AND IS HEREBY MADE A PART OF THIS SURVEY.

CERTIFIED TABLE A ITEMS:

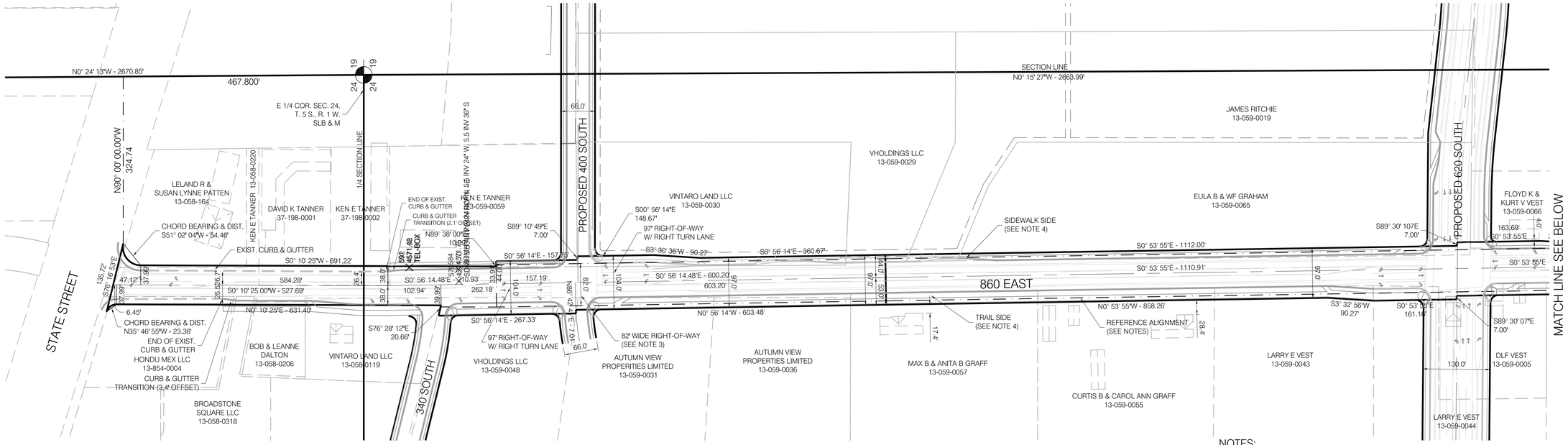
1. MONUMENTS PLACED OR FOUND: AS SHOWN.

4. GROSS LAND AREA: RIVULET APARTMENTS = 20.548 ACRES

11a. LOCATION OF UTILITIES - BASED ON OBSERVED EVIDENCE.

DRAWN BY: THK	SCALE: 1" = 100'	PROJECT #: 14-442-01 RITCHIE
APPROVED BY: VEH	DATE: JUNE 8, 2015	DRAWING: RITCHIE ALTA.dwg

H&H ENGINEERING & SURVEYING, INC.
42 NORTH 200 EAST ST., SUITE 1
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488

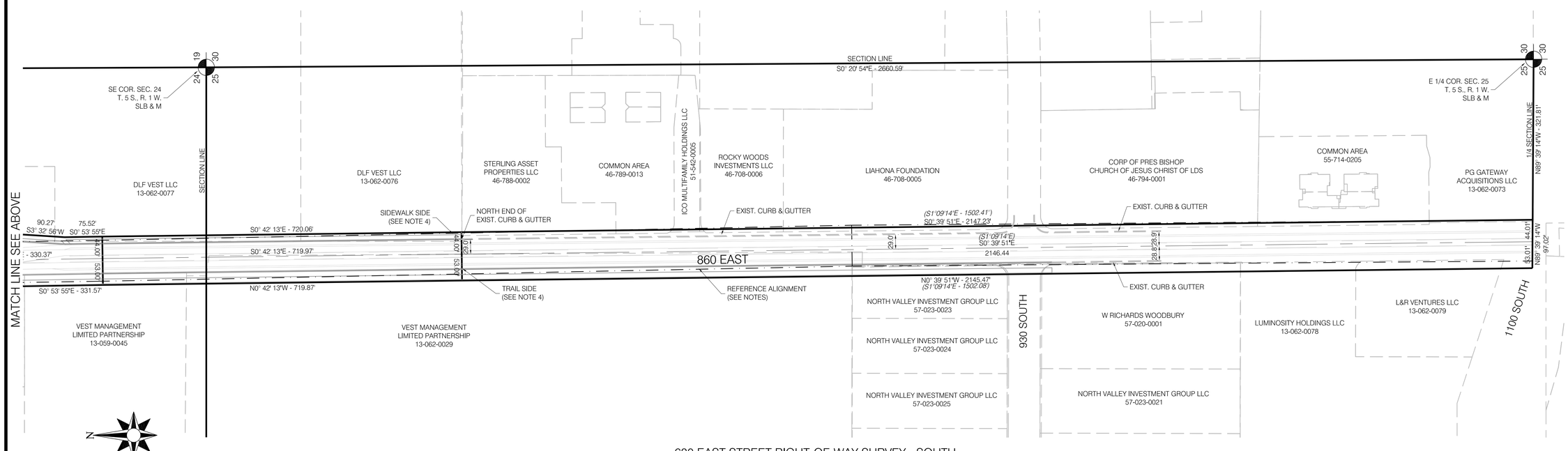


680 EAST STREET RIGHT-OF-WAY SURVEY - NORTH

PLAN VIEW — SCALE: 1"=100'

NOTES:

1. THE 860 EAST STREET ALIGNMENT, AS SHOWN ON THIS DRAWING, WAS DETERMINED FROM ACTUAL FIELD SURVEYS AND A REFERENCE PLAT PROVIDED BY AMERICAN FORK CITY AND PREPARED BY HORROCKS ENGINEERS.
2. THE CENTERLINE BEARINGS AND DISTANCES SHOWN ON THE REFERENCE PLAT WAS USED AS THE PRIMARY BASIS FOR THIS ALIGNMENT, EXCEPT WHERE EXISTING SURVEYED FEATURES, PRIMARILY CURB & GUTTER, DID NOT FIT WITHIN THE ALIGNMENT SHOWN ON THE REFERENCE PLAT. DEVIATIONS FROM THE REFERENCE PLAT ARE NOTED ON THIS DRAWING BY SHOWING THE REFERENCE PLAT BEARING IN PARANTHESIS. FOR EXAMPLE *(S01°09'14"E)*.
3. THE REFERENCE PLAT SHOWS A RIGHT-OF-WAY WIDTH OF 82 FEET. THIS DRAWING SHOWS A RIGHT-OF-WAY WIDTH OF 97 FEET AS DIRECTED BY AMERICAN FOR CITY.
4. THE CENTERLINE BEARINGS & DISTANCES SHOWN ARE TO PAVEMENT CENTERLINES. THE 97 FOOT WIDE ROAD DOES NOT HAVE A SYMETRICAL CROSS SECTION. THEREFORE THE "TRAIL" SIDE OF THE RIGHT-OF-WAY IS WIDER THAN THE "SIDEWALK" SIDE OF THE RIGHT-OF-WAY.



680 EAST STREET RIGHT-OF-WAY SURVEY - SOUTH

PLAN VIEW — SCALE: 1"=100'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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233 EAST MAIN STREET, SUITE 2
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TEL: (801) 756-2488
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PROJECT NAME:
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680 EAST 400 SOUTH AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
860 EAST ALIGNMENT

GENERAL NOTES

1. City of American Fork, A.P.W.A, Utah Chapter and Utah Department of Transportation Construction and Material Specifications, current editions, and any supplements thereto (hereafter referred to as Standard Specifications), shall govern all construction items unless otherwise noted. If a conflict between specifications is found, the more strict specification will apply as decided by the City Engineer. Item Numbers listed refer to City of American Fork Item Numbers unless otherwise noted.

2. The City Engineer will not be responsible for means, methods, procedures, techniques, or sequences of construction that are not specified herein. The City Engineer will not be responsible for safety on the work site, or for failure by the Contractor to perform work according to contract documents.

3. The Developer or Contractor shall be responsible to obtain all necessary permits including but not limited to Road Cut Permits and Notices of Intent (NOI), Building Permits, etc.

4. The Contractor shall notify the City of American Fork, Public Works Department in writing at least 7 working days prior to beginning construction and request a pre-construction meeting. Bond for public improvements and inspection fees must be paid in full prior to requesting a pre-construction meeting.

5. The Contractor shall be solely responsible for complying with all federal, state and local safety requirements including the Occupational Safety and Health Act of 1970. The Contractor shall exercise precaution always for the protection of persons (including employees) and property. It shall also be the sole responsibility of the Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work, including the requirements for confined spaces per 29 CFR 1910.146.

6. Following completion of construction of the site improvements and before requesting occupancy, a proof survey shall be provided to the City of American Fork, Public Works Department, that documents "as _ built" elevations, dimensions, slopes and alignments of all elements of this project. The proof survey shall be prepared, signed and submitted by the Professional Engineer who sealed the constructions drawings.

7. The Contractor shall restrict construction activity to public right_of_way and areas defined as permanent and/or temporary construction easements, unless otherwise authorized by the City Engineer.

8. The Contractor shall carefully preserve benchmarks, property corners, reference points, stakes and other survey reference monuments or markers. In cases of willful or careless destruction, the Contractor shall be responsible for restorations. Resetting of markers shall be performed by a License Utah Professional Surveyor as approved by the City Engineer.

9. Non_rubber tired vehicles shall not be moved on or across public streets or highways without the written permission of the City Engineer.

10. The Contractor shall restore all disturbed areas to equal or better condition than existed before construction. Drainage ditches or watercourses that are disturbed by construction shall be restored to the grades and cross_sections that existed before construction.

11. Tracking or spilling mud, dirt or debris upon streets, residential or commercial drives, sidewalks or bike paths is prohibited. Any such occurrence shall be cleaned up immediately by the Contractor at no cost to the City. If the Contractor fails to remove said mud, dirt, debris, or spillage, the City reserves the right to remove these materials and clean affected areas, the cost of which shall be the responsibility of the Contractor.

12. Disposal of excess excavation within Special Flood Hazard Areas (100-year floodplain) must be approved by the City Engineer.

13. All signs, landscaping, structures or other appurtenances within right-of-way disturbed or damaged during construction shall be replaced or repaired to the satisfaction of the City Engineer. The cost of this work shall be the responsibility of the Contractor.

14. All field tile broken or encountered during excavation shall be replaced or repaired and connected to the public storm sewer system as directed by the City Engineer. The cost of this work shall be the responsibility of the Contractor.

15. All precast concrete products shall be inspected at the location of manufacture. Approved precast concrete products will be stamped or have such identification noting that inspection has been conducted by the City of American Fork. Precast concrete products without proof of inspection shall not be approved for installation.

16. All trenches within public right-of-way shall be backfilled according to the approved construction drawings or securely plated during nonworking hours.

17. Trenches outside these areas shall be backfilled or shall be protected by approved temporary fencing or barricades during nonworking hours. Clean up shall follow closely behind the trenching operation.

18. All trees within the construction area not specifically designated for removal shall be preserved, whether shown or not shown on the approved construction drawings. Trees to be preserved shall be protected with high visibility fencing placed a minimum 15 feet from the tree trunk. Trees 6 - inches or greater at DBH (Diameter Breast Height) must be protected with fencing placed at the critical root zone or 15 feet, whichever is greater.

19. Trees not indicated on the approved construction drawings for removal may not be removed without prior approval of the Division of Engineering.

20. Permits to construct in the right-of-way of existing streets must be obtained from the City of American Fork, Public Works Department before commencing construction.

21. The Contractor shall be responsible for the condition of trenches within the right-of-way and public easements for a period of one year from the final acceptance of the work, and shall make any necessary repairs at no cost to the City.

22. Pavements shall be cut in neat, straight lines the full depth of the existing pavement, or as required by the City Engineer.

23. The replacement of driveways, handicapped ramps, sidewalks, bike paths, parking lot pavement, etc. shall be provided according to the approved construction drawings and the City of American Fork standard construction drawings.

24. Any modification to the work shown on drawings must have prior written approval by the City Engineer.

25. Traffic control and other regulatory signs shall comply with the Utah Department of Transportation Traffic Control guidelines and MUTCD Manual, current edition

26. Public street signs shall meet all City of American Fork specifications with lettering colored in white displayed over a green background.

27. Private street signs shall meet all City of American Fork specifications with lettering colored in white displayed over a blue background

UTILITIES

1. The Contractor shall give notice of intent to construct to Blue Stake (telephone number 800_662-4111) at least 2 working days before start of construction.

2. The identity and locations of existing underground utilities in the construction area have been shown on the approved construction drawings as accurately as provided by the owner of the underground utility. The City of American Fork and the City Engineer assumes no responsibility for the accuracy or depths of underground facilities shown on the approved construction drawings. If damage is caused, the Contractor shall be responsible for repair of the same and for any resulting contingent damage.

3. Location, support, protection and restoration of all existing utilities and appurtenances, whether shown or not shown on the approved construction drawings, shall be the responsibility of the Contractor.

4. When unknown or incorrectly located underground utilities are encountered during construction, the Contractor shall immediately notify the owner and the City Engineer.

TRAFFIC CONTROL

1. Traffic control shall be furnished, erected, maintained, and removed by the Contractor according to Utah Department Of Transportation, Traffic Control guidelines or Manual of Uniform Traffic Control Devices, current edition.

2. All traffic lanes of public roadways shall be fully open to traffic from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM unless authorized differently by the City Engineer.

3. At all other hours the Contractor shall maintain minimum one _ lane two _ way traffic. Traffic circulation must be supervised by a Certified Flagger.

4. Steady _ burning, Type "C" lights shall be required on all barricades, drums, and similar traffic control devices in use at night.

5. Access from public roadways to all adjoining properties for existing residents or businesses shall be maintained throughout the duration of the project for mail, public water and sanitary sewer service, and emergency vehicles.

6. The Contractor shall provide a traffic control plan detailing the proposed maintenance of traffic procedures. The traffic control plan must incorporate any traffic control details contained herein.

7. The traffic control plan proposed by the Contractor must be approved by the City Engineer prior to construction.

8. Traffic Control requiring road closures and/ or detouring must be approved by the City Council.

EROSION AND SEDIMENT CONTROL

1. The Contractor or Developer is responsible for submitting a Notice of Intent (NOI) to be reviewed and approved by the Utah DWQ.

2. The NOI must be submitted to DWQ 45 days prior to the start of construction and may entitle coverage under the Utah DWQ General Permit for Storm Water Discharges associated with construction activity. A project location map must be submitted with the NOI.

3. A sediment and erosion control plan must be submitted to the City Engineer for approval if a sediment and erosion control plan has not already been included with the approved construction drawings. This plan must be made available at the project site at all times.

4. A UPDES Storm water Discharge Permit may be required. The Contractor shall be considered the Permittee.

5. The Contractor shall provide sediment control at all points where storm water runoff leaves the site, including waterways, overland sheet flow, and storm sewers.

6. Accepted methods of providing erosion/sediment control include but are not limited to: sediment basins, silt filter fence, aggregate check dams, and temporary ground cover. Hay or straw bales are not permitted.

7. The Contractor shall provide adequate drainage of the work area at all times consistent with erosion control practices.

8. Disturbed areas that will remain un-worked for 30 days or more shall be seeded or protected within seven calendar days of the disturbance.

9. Other sediment controls that are installed shall be maintained until vegetative growth has been established. The Contractor shall be responsible for the removal of all temporary sediment devices at the conclusion of construction but not before growth of permanent ground cover.

GENERAL WATER & IRRIGATION LINES

1. All potable and pressurized irrigation line materials shall be provided and installed in accordance with current specifications of the City of American Fork, Water Department.

2. Pressure testing shall be performed in accordance with the City of American Fork, Construction and Material Specifications.

3. The Contractor shall notify the City of American Fork, Water Department at (801) 763 3060 at least 24 hours before tapping into existing water lines.

4. All water main stationing shall be based on street centerline stationing.

5. All bends, joint deflections and fittings shall be backed with concrete per City of American Fork standards.

6. The Contractor shall give written notice to all affected property owners at least 1 working day but not more than 3 working days prior to any temporary interruption of water service. Interruption of water service shall be minimized and must be approved by the City Engineer.

POTABLE WATER

1. All public water pipe with a diameter 3 inches to 8 inches shall be Ductile Iron, Class 53. Public water pipe 12 inches in diameter or larger shall be Ductile Iron, Class 54.

2. Only fire hydrants conforming to City of American Fork standards will be approved for use.

3. The Contractor shall paint all fire hydrants according to City of American Fork standards. The cost of painting fire hydrants shall be included in the contract unit price for fire hydrants.

4. All potable water lines shall be disinfected according to City of American Fork Standard specifications. Special attention is directed to applicable sections of American Water Works Association specification C_651, particularly for flushing (Section 5) and for chlorinating valves and fire hydrants (Section 7).

5. When water lines are ready for disinfection, the Contractor shall submit two (2) sets of "as-built" plans, and a letter stating that the water lines have been pressure tested and need to be disinfected, to the City of American Fork, Water Department.

6. No water taps or service connections (e.g., to curb stops or meter pits) may be issued until adjacent public water lines serving the construction site have been disinfected by the City of American Fork, Water Department and have been accepted by the Public Works Department.

7. All water lines shall be placed at a minimum depth of 4 feet measured from top of finished grade to top of water line. Water lines shall be set deeper at all points where necessary to clear existing or proposed utility lines or other underground restrictions by a minimum of 18 inches.

PRESSURIZED IRRIGATION

1. All pressurized irrigation pipe, valves and appurtenances shall be installed in accordance with the City of American Fork, Public Works Department standards and specifications.

2. Drain lines and valves shall be located at all low points. Drain lines shall drain into storm drain structures or into an existing conveyance ditch.

3. Valve boxes on pressurized irrigation systems shall be stamped with the word "IRRIGATION" on the circular shaped lid with the inside being painted purple.

SANITARY SEWER

1. Sanitary sewage collection systems shall be constructed in accordance with the rules, regulations, standards and specifications of the City of American Fork, Public Works Department and the Utah Department of Health Code and Regulations.

2. The minimum requirements for sanitary sewer pipe with diameters 15 inches and smaller shall be reinforced concrete pipe ASTM C76 Class 3, or PVC sewer pipe ASTM D3034, SDR 35.

3. Pipe for 6-inch diameter house service lines shall be PVC pipe ASTM D3034, SDR 35. PVC pipe shall not be used at depths greater than 28 feet. Pipe materials and related structures shall be shop tested in accordance with City of American Fork Construction Inspection Division quality control requirements.

4. All manhole lids shall be provided with continuous self_sealing gaskets.

5. The approved construction drawings shall show where bolt_down lids are required.

6. Sanitary sewer manholes shall be precast concrete or as approved by the City Engineer and conform to the City of American Fork sanitary manhole standard drawing. Manhole lids shall include the word SEWER.

7. All PVC sewer pipes shall be deflection tested no less than 60 days after completion of backfilling operations.

7. At the determination of the City Engineer, the Contractor may be required to perform a TV inspection of the sanitary sewer system prior to final acceptance by the City. This work shall be completed by the Contractor at his expense.

8. Visible leaks or other defects observed or discovered during TV inspection shall be repaired to the satisfaction of the Engineer.

9. Roof drains, foundation drains, field tile or other clean water connections to the sanitary sewer system are strictly prohibited according to the American Fork Code of Ordinances.

10. All water lines shall be located at least 10 feet horizontally and 18 inches vertically, from sanitary sewers and storm sewers, to the greatest extent practicable.

11. Where sanitary sewers cross water mains or other sewers or other utilities, trench backfill shall be placed between the pipes crossing and shall be compacted granular material according to the city Standard Specifications. In the event that a water line must cross within 18 inches of a sanitary sewer, the sanitary sewer shall be concrete encased or consist of ductile iron pipe material.

12. Existing sanitary sewer flows shall be maintained at all times. Costs for pumping and bypassing shall be included in the Contractor's unit price bid for the related items.

13. The Contractor shall furnish all material, equipment, and labor to make connections to existing manholes.

14. All sewer lines shall be placed at a minimum depth of 4 feet measured from top of finished grade to top of sewer line.

STORM SEWER

1. All storm water detention and retention areas and major flood routing swales shall be constructed to finish grade and hydro _ seeded and hydro _ mulched according to the City of American Fork Standard Specifications.

2. Where private storm sewers connect to public storm sewers, the last run of private storm sewer connecting to the public storm sewer shall be Reinforced Concrete Pipe conforming to ASTM Designation C76, Wall B, Class IV for pipe diameters 12 inches to 15 inches, Class III for 18 inches to 24 inch pipes, and 27 inches and larger pipe shall be Class II, unless otherwise shown on the approved construction drawings.

3. Granular backfill shall be compacted granular material according to American Fork City Standard Specifications.

4. All public storm sewers shall be Reinforced Concrete Pipe conforming to ASTM Designation C76, Wall B, Class IV for pipe diameters 12 inches to 15 inches, Class III for 18 inches to 24 inch pipes, and 27 inches and larger pipe shall be Class II, unless otherwise shown on the approved construction drawings.

5. Headwalls and end walls shall be required at all storm sewer inlets or outlets to and from storm water management facilities. Natural stone and/or brick approved by the City Engineer shall be provided on all visible headwalls and/or end walls surfaces.

6. Storm inlets or catch basins shall be channelized and have bicycle safe grates. Manhole lids shall include the word STORM.

7. Storm sewer outlets greater than 18 inches in diameter accessible from storm water management facilities or watercourses shall be provided with safety grates, as approved by the City Engineer.

STRIPING AND SIGNING

1. All striping must be done following Utah Department of Transportation guidelines and MUTCD Manual recommendations, current edition.

2. All signing must be done following MUTCD Manual recommendations, current edition.

3. Only sand-blasting is allowed for removal of existing striping.

4. Contractor is responsible for removal of conflicting existing striping.

5. Materials used for striping must comply with the Utah Department of Transportation standard specifications.

MAIL DELIVERY

1. The Contractor shall be responsible to ensure that US Mail delivery within the project limits is not disrupted by construction operations.

2. This responsibility is limited to relocation of mailboxes to a temporary location that will allow the completion of the work and shall also include the restoration of mailboxes to their original location or approved new location.

3. Any relocation of mailbox services must be first coordinated with the US Postal Service and the homeowner.

4. Before relocating any mailboxes, the Contractor shall contact the U.S. Postal Service and relocate mailboxes according to the requirements of the Postal Service.

USE OF FIRE HYDRANTS

1. The Contractor shall make proper arrangements with the American Fork City, Water Department for the use of fire hydrants when used for work performed under this project's approval.

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

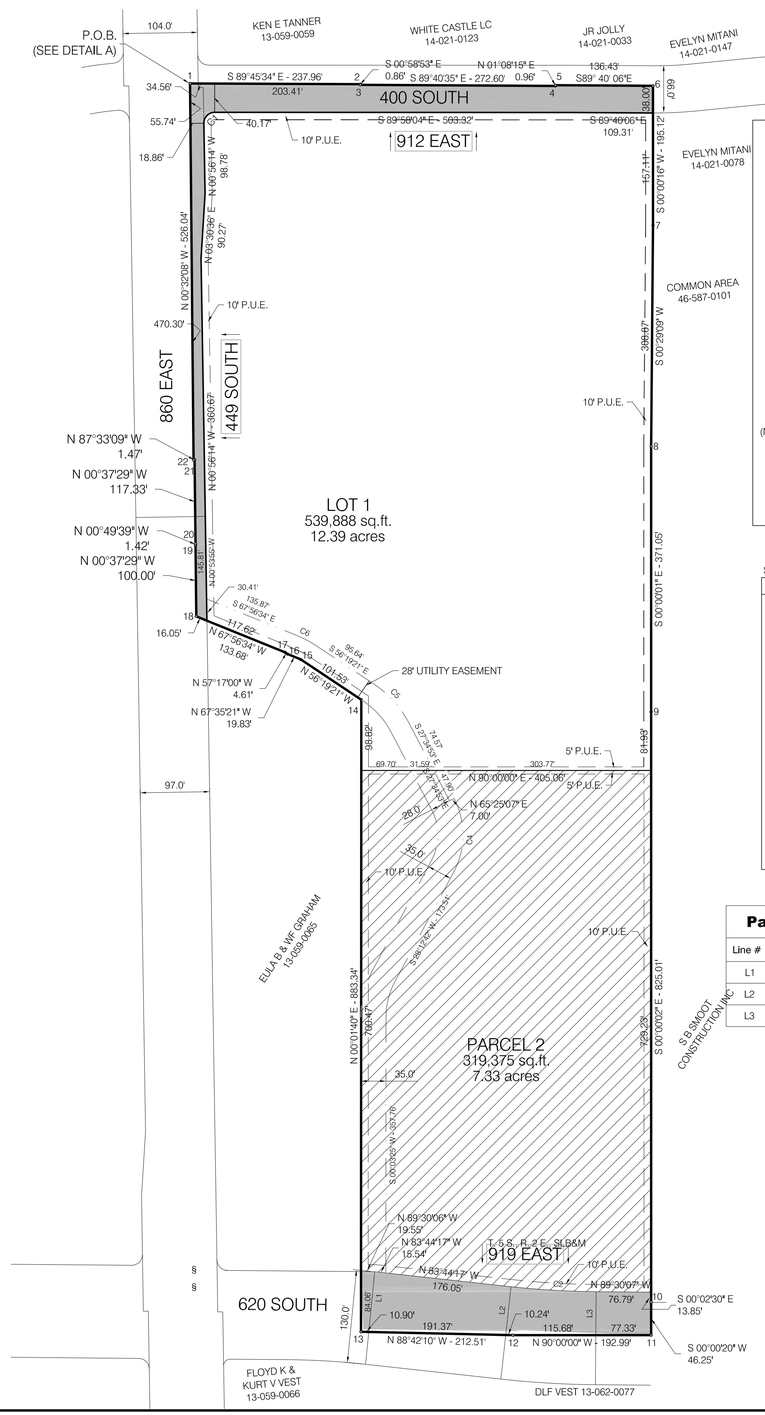
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	N/A
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

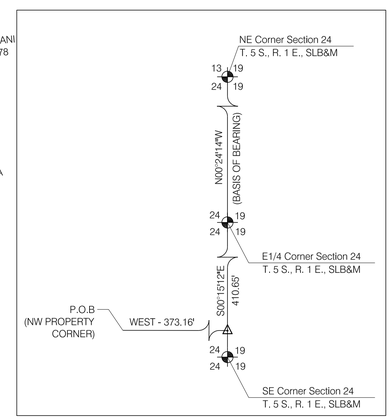
TITLE
GENERAL NOTES

A SUBDIVISION IN AMERICAN FORK CITY
RIVULET SUBDIVISION

A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH





DETAIL "A"
(TIE TO SECTION CORNERS)

STATE PLANE COORDINATES

No.	Northing	Easting
1	7303157.6549	1563984.5403
2	7303156.6561	1564222.4350
3	7303155.7966	1564222.4497
4	7303154.2571	1564494.9708
5	7303155.2145	1564494.9898
6	7303154.4248	1564631.3815
7	7302959.3627	1564631.3659
8	7302650.5882	1564628.7477
9	7302279.6396	1564628.7495
10	7301454.8504	1564628.7594
11	7301408.6095	1564628.7550
12	7301408.6095	1564435.8154
13	7301413.4192	1564223.4180
14	7302296.5211	1564223.8466
15	7302352.8059	1564139.3793
16	7302360.3634	1564121.0533
17	7302362.8545	1564117.1755
18	7302413.0414	1563993.3153
19	7302513.0082	1563992.2253
20	7302514.4297	1563992.2048
21	7302631.7188	1563990.9259
22	7302631.7817	1563989.4559

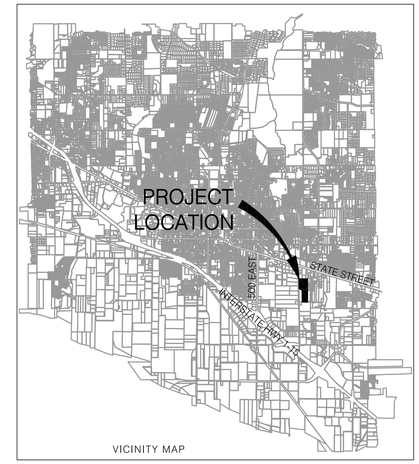
N

0 50' 100' 200'

1"=100'

LEGEND

- Section Corner
- Street Monument
- Property Corner
- Street Light
- Fire Hydrant
- Section Line
- Property Line
- Easement Line
- Road Dedicated to A.F. City
- Area Aquired by A.F. City
- No Basements Allowed



VICINITY MAP

NOTES:

OFF-SET PINS TO BE PLACED ON THE BACK OF THE CURB AND ⅝"x18" REBAR WITH THE SURVEYOR'S LICENSE NUMBER CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO ANY OCCUPANCY.

BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL
1) ASPHALT PAVING IS INSTALLED
2) FIRE HYDRANTS ARE INSTALLED, APPROVED AND CHARGED.

PARK-STRIP ALONG PUBLIC RIGHT OF WAY TO BE MAINTAINED BY HOME OWNER OR H.O.A.

ALL PRIVATE ROADS AND PARK/DETENTION TO BE P.U.E.

THIS DEVELOPMENT IS ADJACENT TO AN AGRICULTURAL USE AND IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, AND OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE.

SENSITIVE LAND OVERLAY ZONE NOTES:

1. The construction of this project shall conform to the American Fork City Sensitive Land Overlay Zone Ordinance and its latest amendment.
2. All groundwater drains within this project are privately owned and maintained by the Home Owner Association or the property owner it serves.
3. Each lot requires a site specific special inspection by the City Engineer and the project's geotechnical engineer to evaluate any potential negative impacts of the groundwater table at the time of issuing a Building Permit.
4. Each lot to conform to the Precise Grading Sheet as approved by the Engineering Division and filed with the Building Division.
5. No footing, eaves, window wells or other improvement connected to structures are allowed to be placed within the Public Utility Easement.
6. The construction of this project shall conform to the recommendations from the geotechnical report submitted for review and approval.
7. The contractor is responsible for the removal of collapsible soils within the buildable area, road improvements and underground utilities.

All Culinary water, secondary water, sanitary sewer, and storm sewer facilities within this site are considered privately owned and maintained. The owner(s)/developer is responsible to ensure proper construction, replacement, repair, operation, and maintenance according to American Fork City and State of Utah standards. Owner(s) acknowledges the right of the City to inspect, and test these facilities and make necessary repairs and or other actions when the Owner fails to do so. The development ownership will be charged for any cost incurred by the City. Culinary water facilities are considered part of the City's public water system for the purposes of testing and reporting as required by the State of Utah as set forth in section R309 of the Utah Administrative Code and all other codes and laws of the State. Utility easements dedicated to American Fork remain in force irrespective of the status of the utilities as private and are intended to provide American Fork City access in the event of failure to perform by the Owner. For more information see also separately recorded agreement where applicable.

GEOTECHNICAL REPORT

This property is subject to the findings of a Geotechnical Study dated February 7, 2007 performed by Earthtec Engineering and recorded as Entry No._____, in the office of the Utah County Recorder.

Parcel Line Table

Line #	Length	Direction
L1	84.54	N5° 37' 30.73"E
L2	67.98	N6° 15' 42.66"E
L3	60.78	N0° 29' 53.27"E

Curve Table

Curve #	Length	Tangent	Radius	Delta	Chord Direction	Chord Length
C1	23.81'	15.25'	15.00'	90°56'20"	S44°32'51"W	21.39'
C2	119.29'	59.69'	1185.82'	5°45'49"	S86°37'12"E	119.24'
C4	107.12'	58.23'	110.00'	55°47'36"	N00°18'55"E	102.93'
C5	74.24'	37.92'	148.00'	28°44'28"	N41°57'07"W	73.46'
C6	32.04'	16.08'	158.00'	11°37'13"	N62°07'57"W	31.99'

H&H ENGINEERING & SURVEYING, INC
233 E. MAIN ST, STE 2 - AMERICAN FORK, UT 84003
TEL: (801) 756-2488 FAX: (801) 756-3499

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligation or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners' Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-Way department at 1-800-366-6532.

Questar Gas _____ Date _____

1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
(1) a recorded easement or right-of-way,
(2) the law applicable to prescriptive rights,
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities or
(4) any other provision of law.

Rock Mountain Power _____ Date _____

BASIS OF BEARING

BASIS OF BEARING AS SHOWN ON THIS PLAT IS BASED ON NAD 83 STATE PLANE COORDINATES, UTAH CENTRAL ZONE, AND INFORMATION AVAILABLE AT THE UTAH COUNTY RECORDER'S OFFICE.

FLOOD ZONE DESIGNATION

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

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20 _____, BY THE WATER AND SEWER AUTHORITY.

_____
PUBLIC WORKS DEPARTMENT DIRECTOR

SURVEYOR'S CERTIFICATE

I, VICTOR E. HANSEN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 176695 AS PRESCRIBED UNDER 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 BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS IS N00°24'14"W BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S00°15'12"E 410.65 FEET ALONG THE SECTION LINE AND WEST 373.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S89°45'34"E 237.96 FEET; THENCE S00°58'53"E 0.86 FEET; THENCE S89°40'35"E 272.60 FEET; THENCE N01°08'15"E 0.77 FEET; THENCE S89°28'00"E 136.44 FEET; THENCE S00°00'16"W 194.45 FEET; THENCE S00°29'09"W 308.87 FEET; THENCE S00°00'01"E 371.05 FEET; THENCE S00°00'02"E 825.01 FEET; THENCE S00°00'20"E 46.25 FEET; THENCE S90°00'00"W 192.99 FEET; THENCE N88°42'10"W 212.51 FEET; THENCE N00°01'40"E 883.34 FEET; THENCE N56°19'21"W 101.53 FEET; THENCE N67°35'21"W 19.83 FEET; THENCE N57°17'00"W 4.61 FEET; THENCE N67°56'34"W 133.68 FEET; THENCE N00°37'29"W 100.00 FEET; THENCE N00°49'39"W 1.42 FEET; THENCE N00°37'29"W 117.33 FEET; THENCE N87°33'09"W 1.47 FEET; THENCE N00°32'08"W 526.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.548 ACRES, MORE OR LESS.

_____ DATE _____ SURVEYOR (SEE SEAL BELOW)

OWNER'S DEDICATION

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

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____DAY OF _____, A.D. 20 _____.

OWNER OWNER
OWNER OWNER

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF UTAH

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

MY COMMISSION EXPIRES _____ _____ NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

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

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

PLANNING COMMISSION APPROVAL

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

PLANNER PLANNING COMMISSION CHAIRMAN

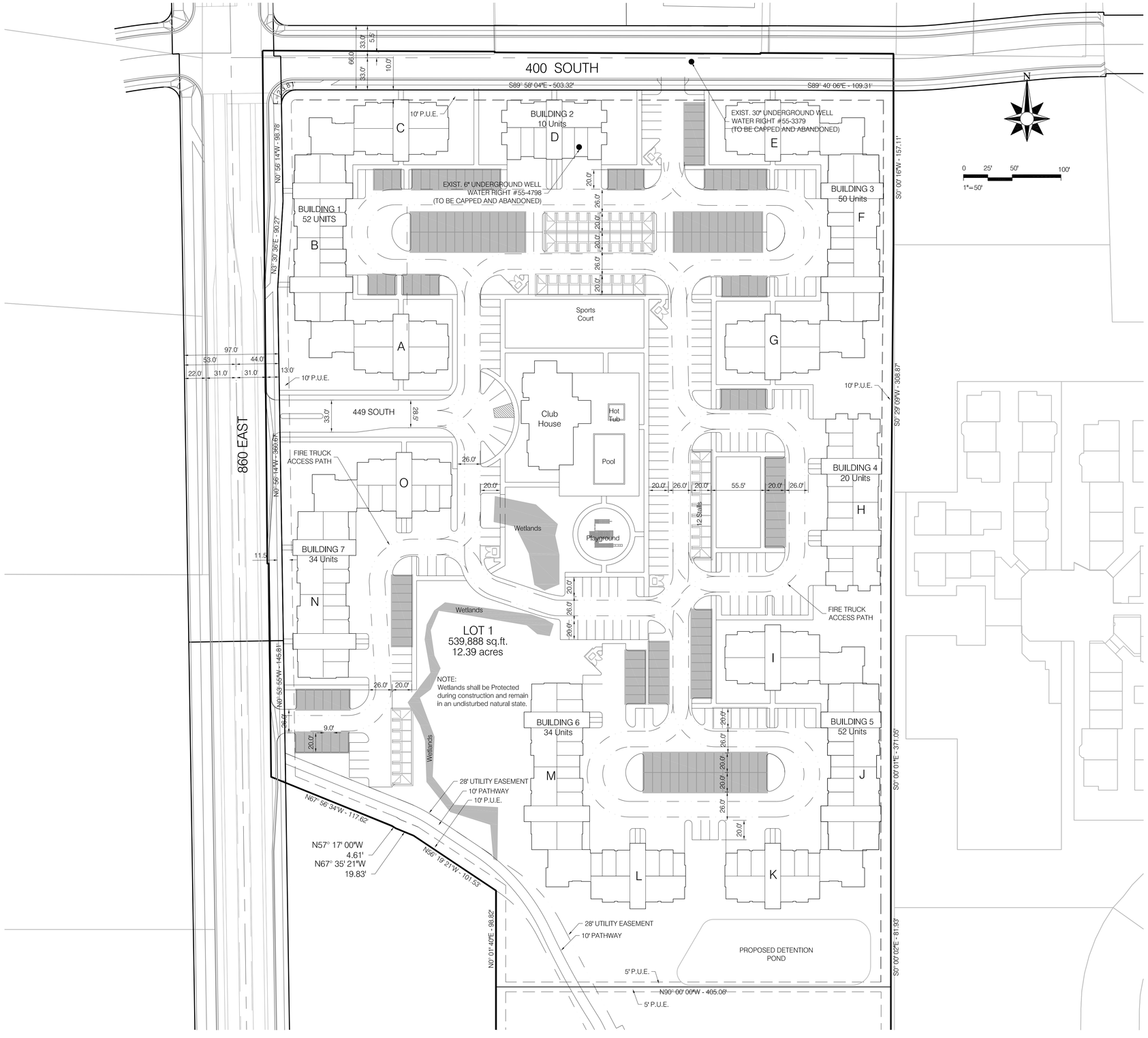
RIVULET SUBDIVISION

A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

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



Development Summary

Current Zoning:	PC-Planned Community Zone	
Development:		
Total Developed Area	541,435 sq.ft. 12.43 acres	
Unit Tabulation		
1 Bedroom	99 Units	39%
2 Bedroom	126 Units	50%
3 Bedroom	27 Units	11%
Total # Units	252 Units	
Density	20.3 units/acre	
Parking:		
ADA Spaces	2 Stalls	
Open Spaces	211 Stalls	
Covered Spaces	175 Stalls	
Tuck Under Garages	68 Stalls	
Free Standaing Garages	48 Stalls	
Total Parking Spaces	504 Stalls	
Density	2.0 Stalls/Unit	

Typical Building Construction

Type of Dwelling	Multi-Family Residential
Type of Construction	Type 5, Sprinkled Type 13
Building Height	35 ft to bottom of eve
Occupancy Classification	R2

Parking Requirement Notes:

1. Per American Fork City parking ordinace the total number of parking spaces required is 567, or 2.25 spaces per dwelling unit.
2. Because of the high percentage of 1-Unit bedrooms and other considerations, Rivulet Apartments is requesting a reduction in the total number of parking spaces required.
3. Refer to the letter prepared by Hales Engineering dated May 30, 2015, titled American Fork - Rivulet Apartments Parking Study for justification for requesting a reduction in the total number of parking spaces.

Fire Access Notes:

1. Fire Truck Turn Radius as shown is 28 feet minimum and 44 feet maximum.
2. No parking is allowed in front of garages.

Underground Well Notes:

1. Existing wells located on the property will be plug, capped and abandoned in accordance with EPA and Utah State Water Rights requirements prior to construction of project.
2. Water Right #55-4798 is filed under the name of DS Graff LLC. It appears to have been transfered to American Fork City with Change Application #A32135 in 2006 to convey the water right to the municipal wells owned by American Fork City.
3. Water Right #55-3379 is filled under the name of James Ritchie

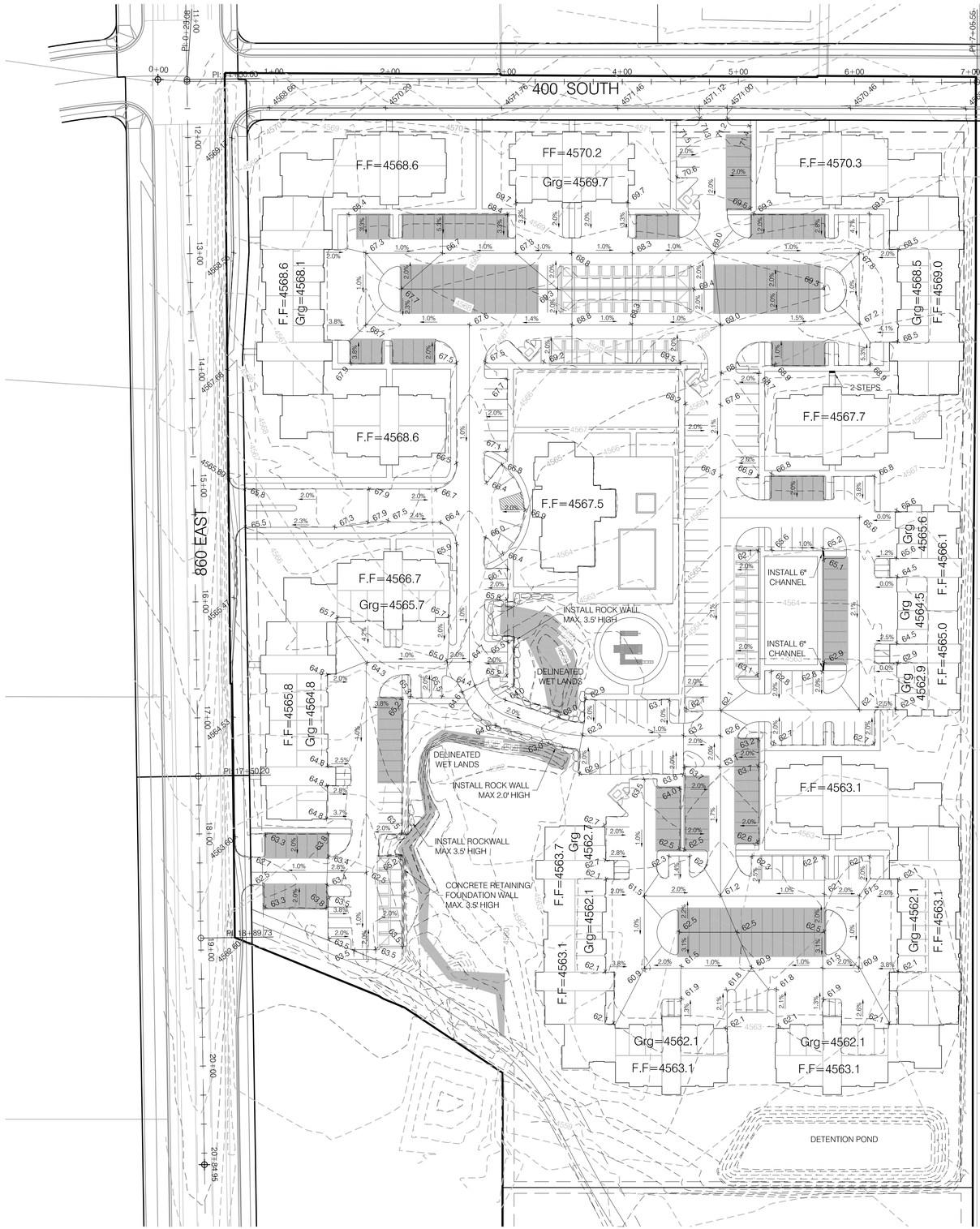
NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SITE PLAN



GENERAL NOTES:

1. The Contractor shall be responsilbe for obtaining all permits required to perform the work indicated on this document.
2. All work shall be performed in accordance with the American Fork City, A.P.W.A. Utah Chapter Construction and Material Specifications and in accordance with the project Geotechnical Study, dated July 18, 2014 and prepared by Earthtec Engineering..
3. The Contractor shall prepare all Traffic Control Plans in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and as modified by the UDOT supplement to the MUTCD.
4. At least two (2) days prior to digging, grading or excavating the Contractor shall notify the Utility Notification Center of Utah and have the existing underground utilities marked on the ground. The Contractor shall be responsible for the location and/or repair of any existing underground utility whether shown on the plans or not.
5. Prior to commencement of any work, a Pre-Construction Meeting will be held with the Publlic Works Director, Chief Building Official, City Inspectors, the Contractor and the Property Owner.
6. The Contractor shall be responsible for submitting an Erosion and Sedimentation Control Plan to the Public Works Director.
7. All existing utilites and improvements shall be protected from damage.
8. Compaction Reports shall be submitted to the City's Building & Public Works Department on a weekly basis.
9. Grading and compaction shal be completed in accordance with American Fork City Design Guidelines and the Project Geotechnical Report. The site shall be cleared and grubbed and all fills in lifts no greater than 12" compacted to No Greater than 90% of the Maximum Dry Density as measured by AASHTO-T99.
10. Contractor shall provide on-site Fire Protection while grading.
11. Roof drains shall drain to the parking lot and collected in the storm drainage system. Rear roof drains shall be piped to the front of the building.

LABELING NOTES:

1. All elevations shown in parking areas are to top of pavement. Top of curb is 0.5' (6 inches above the pavement elevations.

LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Proposed Major Contour Line
	Proposed Minor Contour Line

NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

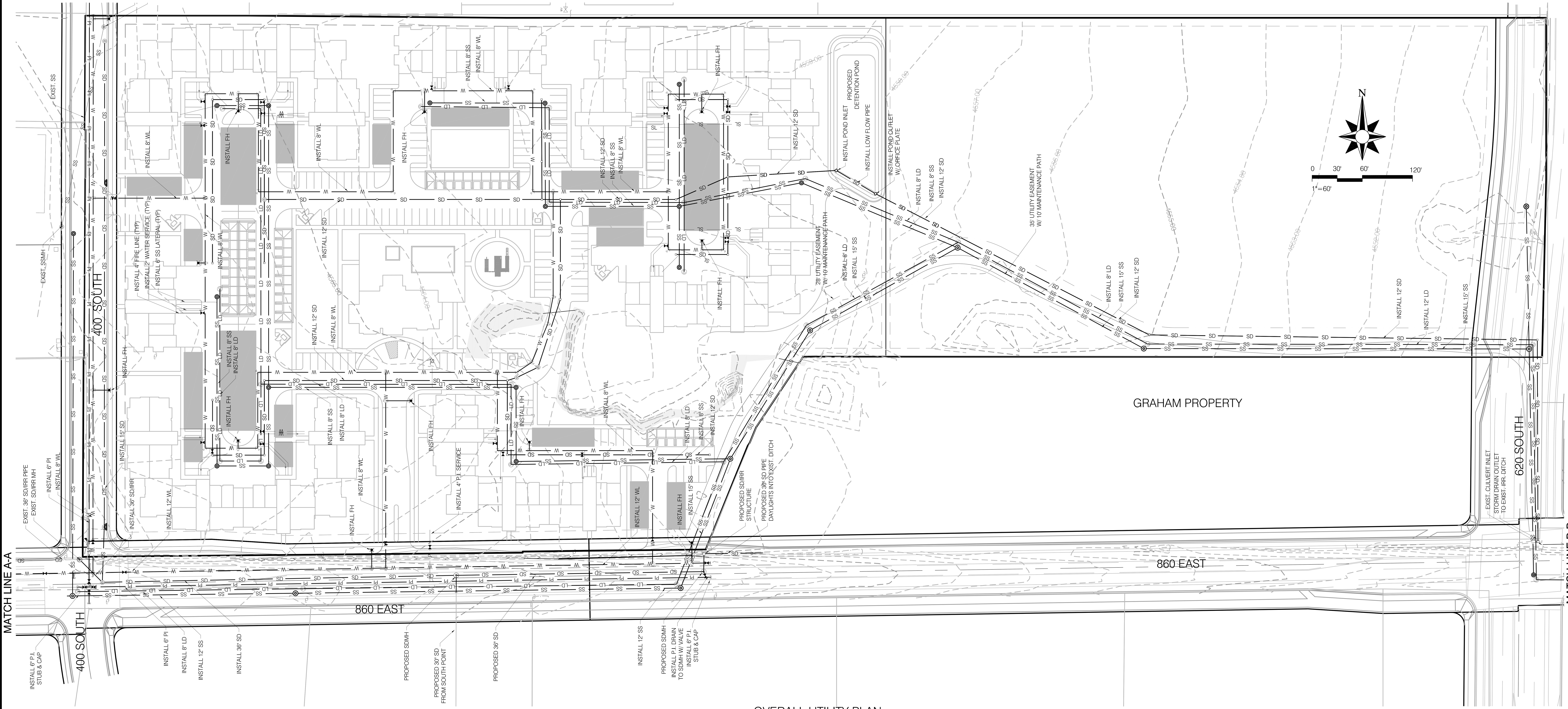
H&H
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499
ENGINEERING & SURVEYING, INC.

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

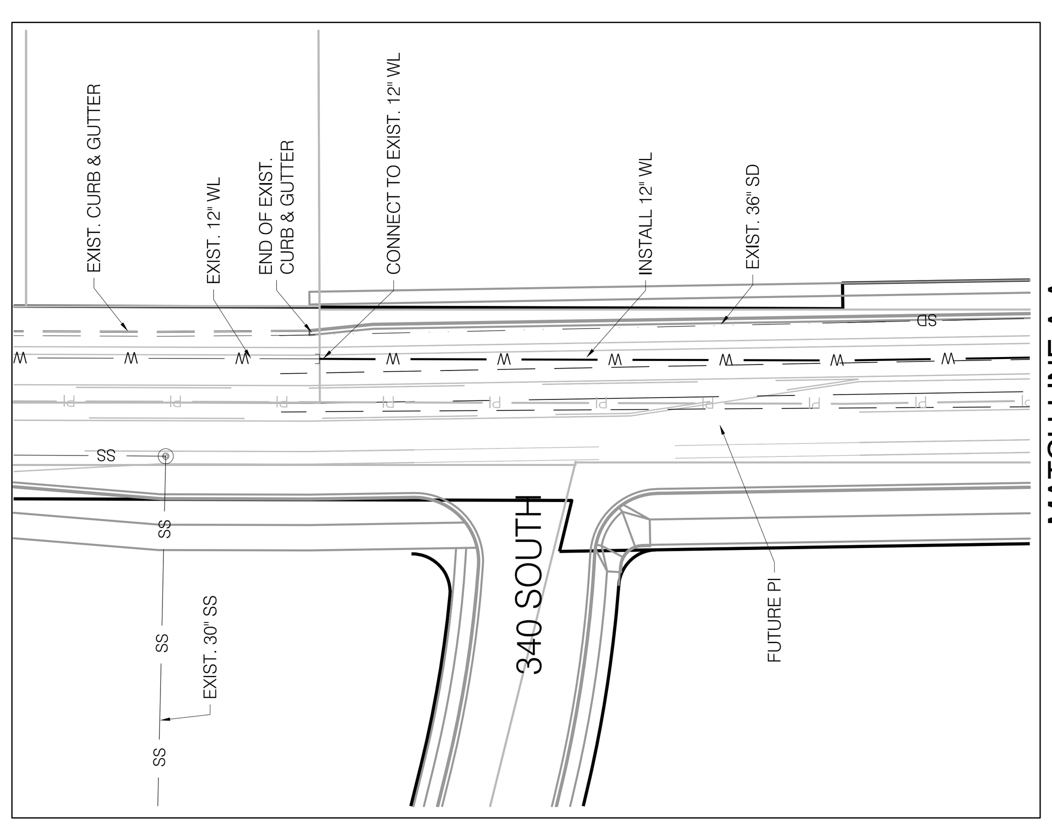
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GRADING PLAN

SHEET
CG-01



OVERALL UTILITY PLAN



MATCH LINE A-A

LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
	Set Back Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
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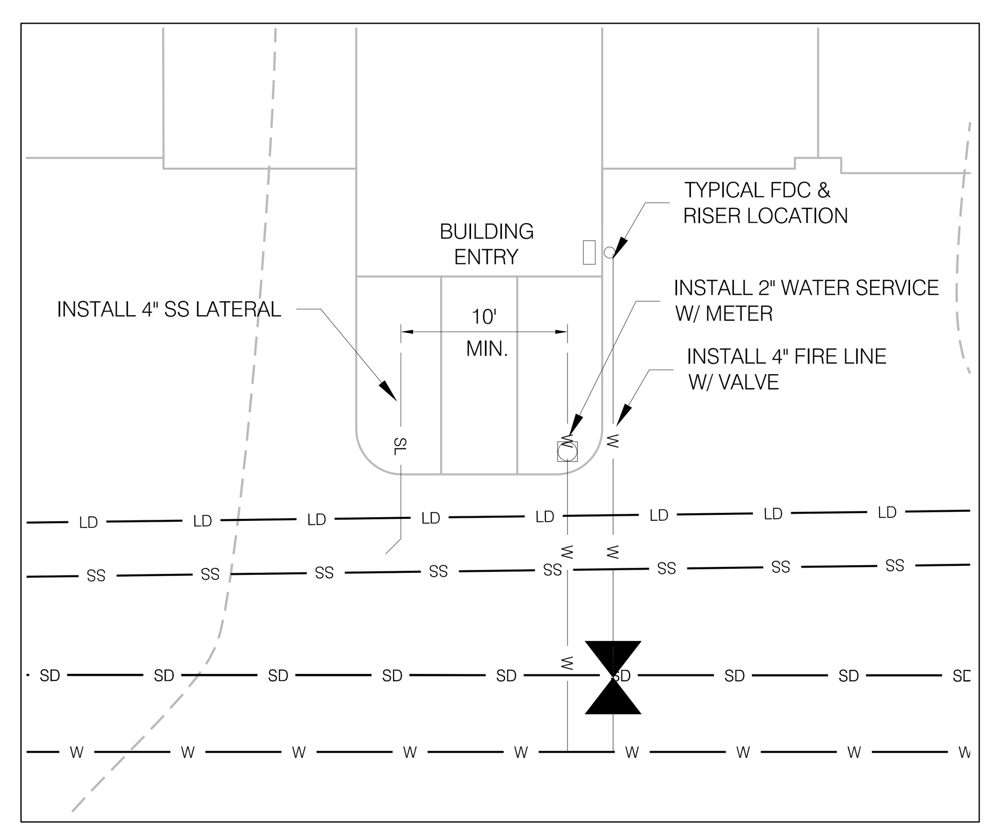
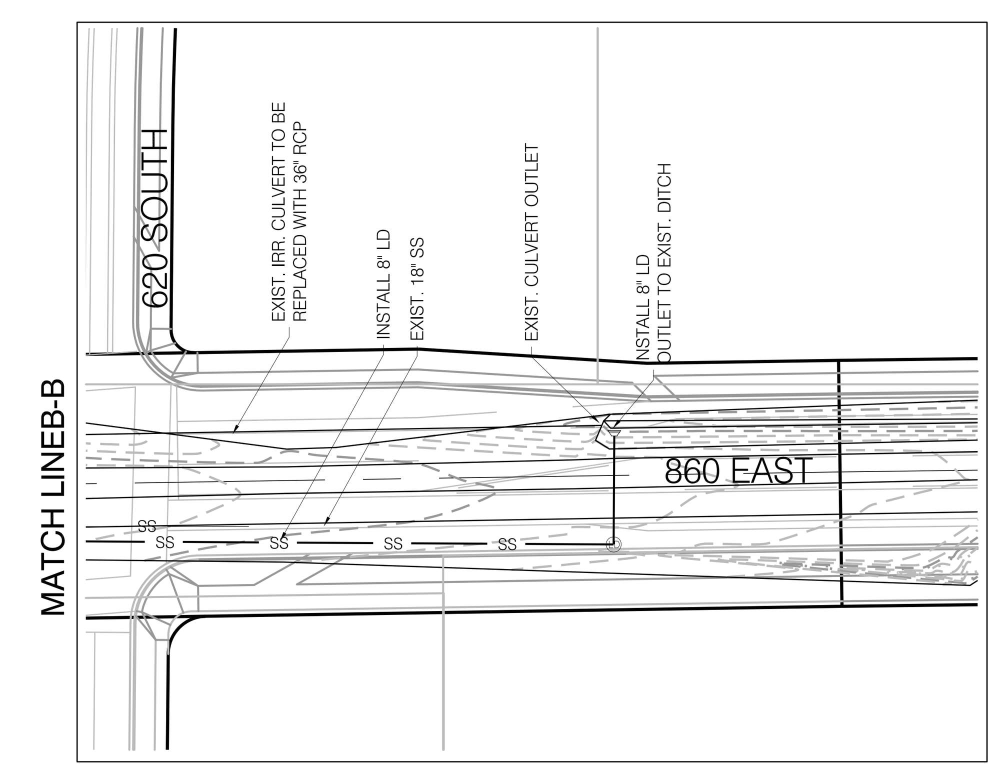
SD SD	Proposed Storm Drain
GAS GAS	Proposed Gas Line
FO FO	Proposed Fiber Optics
TEL TEL	Proposed Telephone Cable
	Proposed Power Cable
	Proposed Major Contour Line
	Proposed Minor Contour Line



TYPICAL UTILITY SERVICES



MATCH LINE B-B

NO.	DATE	DESCRIPTION
1	06-08-15	TRC Review Comments
2	07-06-15	TRC Review Comments
3	07-16-15	TRC Review Comments

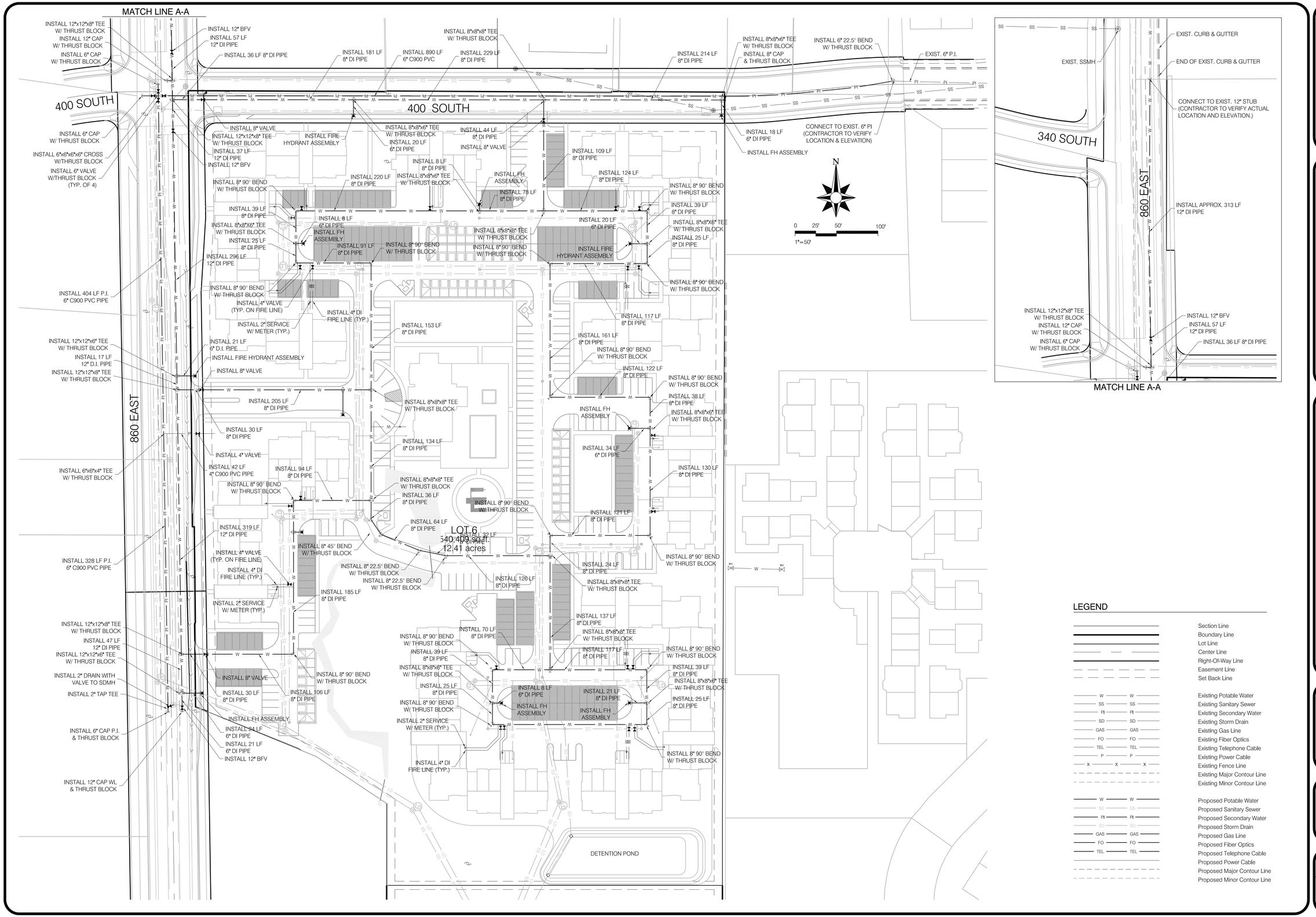
H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:

RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
OVERALL UTILITY PLAN



LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
	Set Back Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
GAS GAS	Proposed Gas Line
FO FO	Proposed Fiber Optics
TEL TEL	Proposed Telephone Cable
	Proposed Power Cable
	Proposed Major Contour Line
	Proposed Minor Contour Line

NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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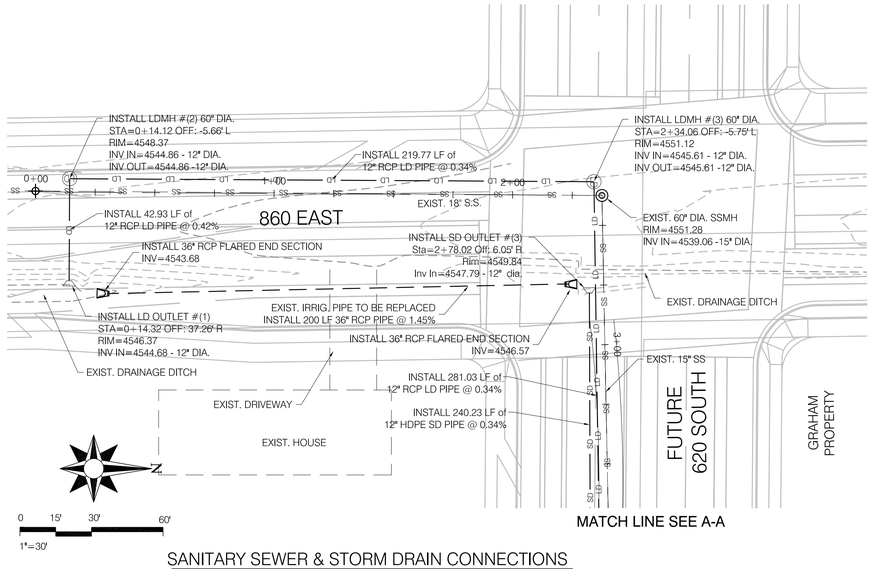
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

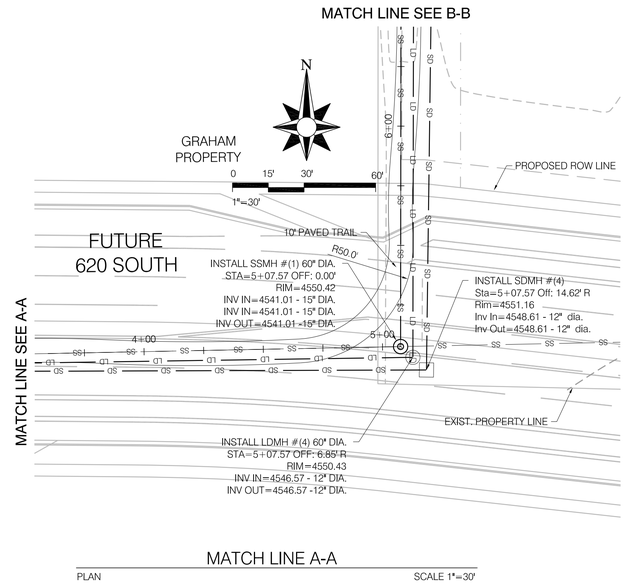
TITLE
WATER PLAN

SHEET
CU-02



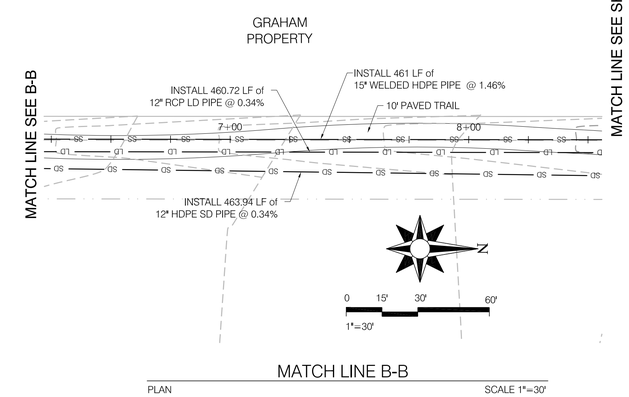
SANITARY SEWER & STORM DRAIN CONNECTIONS

PLAN SCALE 1"=30'



MATCH LINE A-A

PLAN SCALE 1"=30'



MATCH LINE B-B

PLAN SCALE 1"=30'

Notes:

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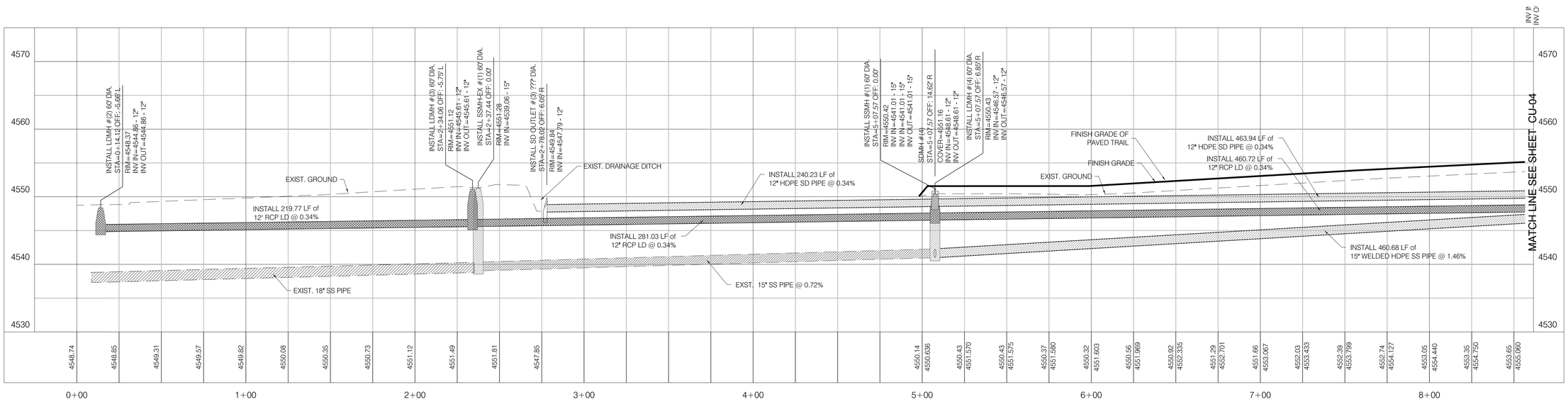
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

	Plan View
W	Existing Potable Water
SS	Existing Sanitary Sewer
PI	Existing Secondary Water
SD	Existing Storm Drain
	Plan View
W	Proposed Potable Water
SS	Proposed Sanitary Sewer
PI	Proposed Secondary Water
SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain
	Proposed Asphalt Surface



NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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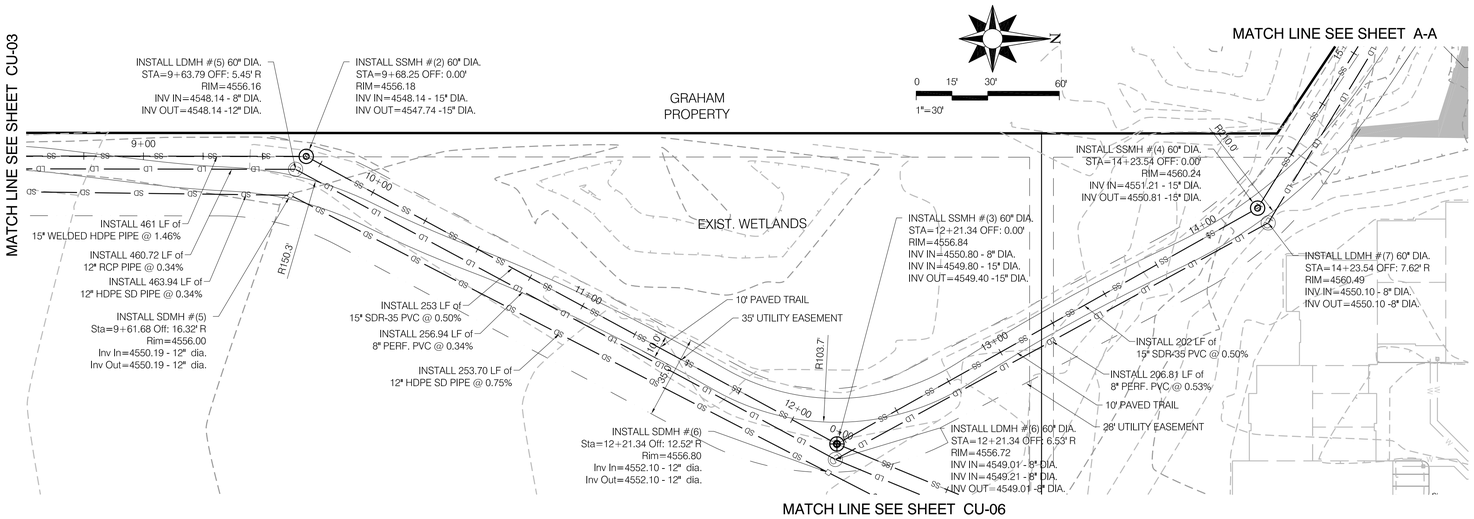
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

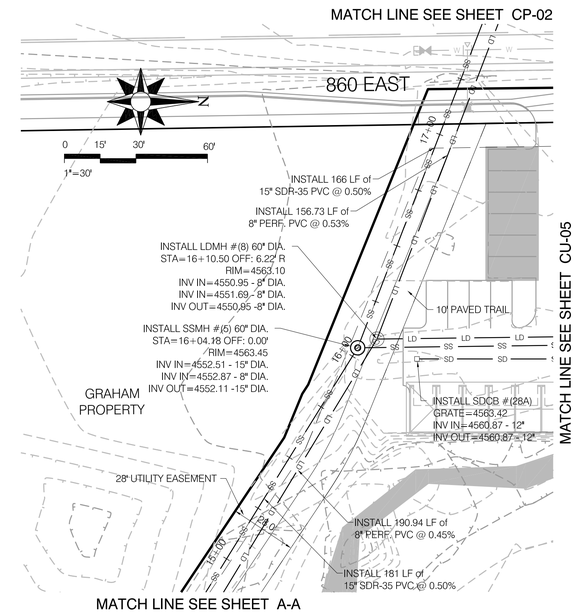
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SANITARY SEWER PLAN & PROFILE



OFFSITE SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



MATCH LINE A-A

PLAN SCALE 1"=30'

LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

Notes:

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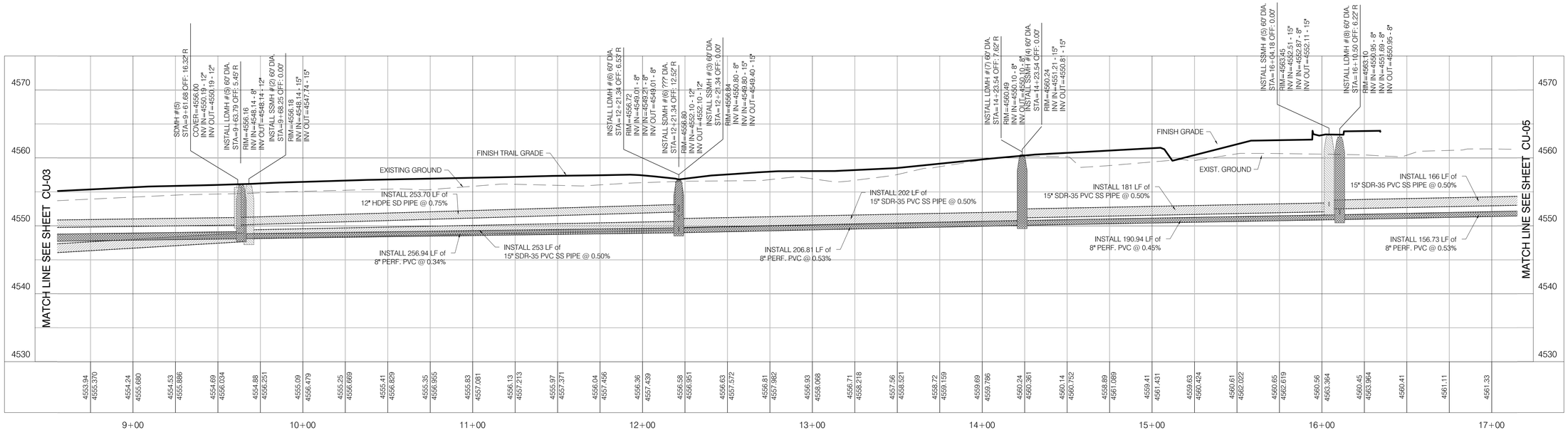

NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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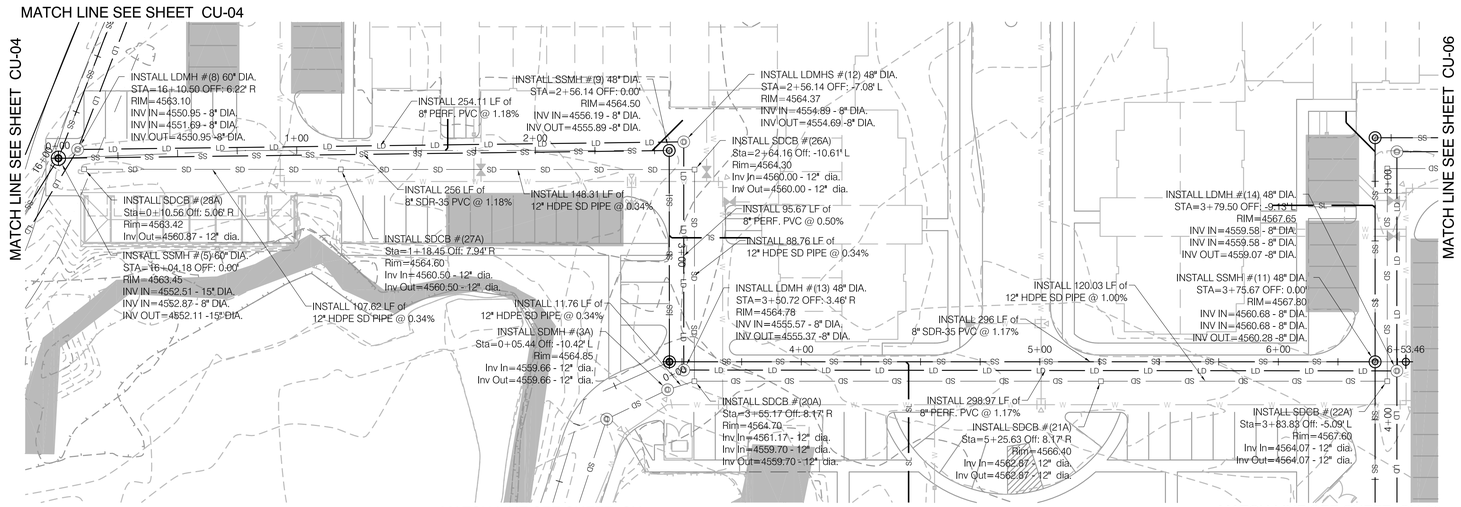
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

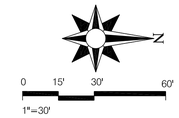
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SANITARY SEWER PLAN & PROFILE



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



Notes:

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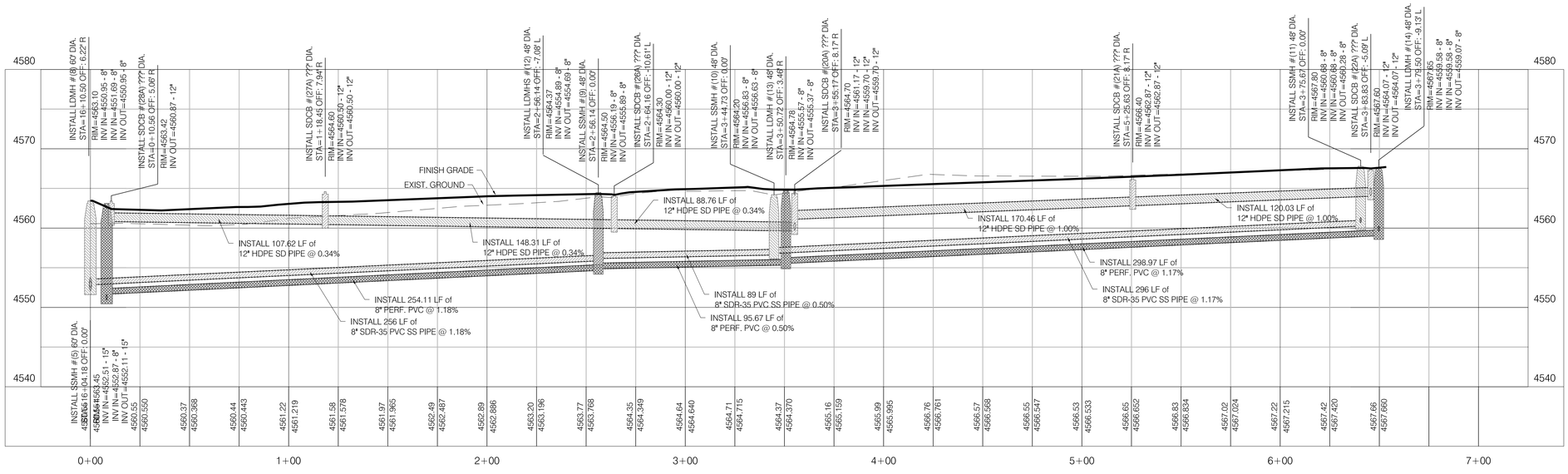
LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.



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NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

PROJECT NAME:

RIVULET APARTMENTS

680 EAST 400 SOUTH
AMERICAN FORK, UTAH

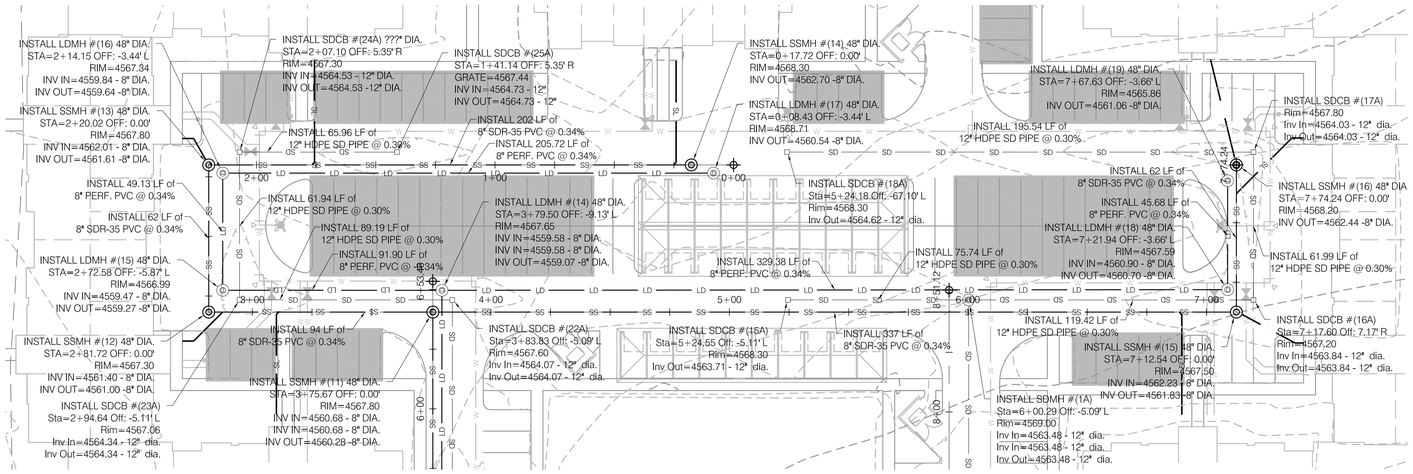
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE

SANITARY SEWER PLAN & PROFILE

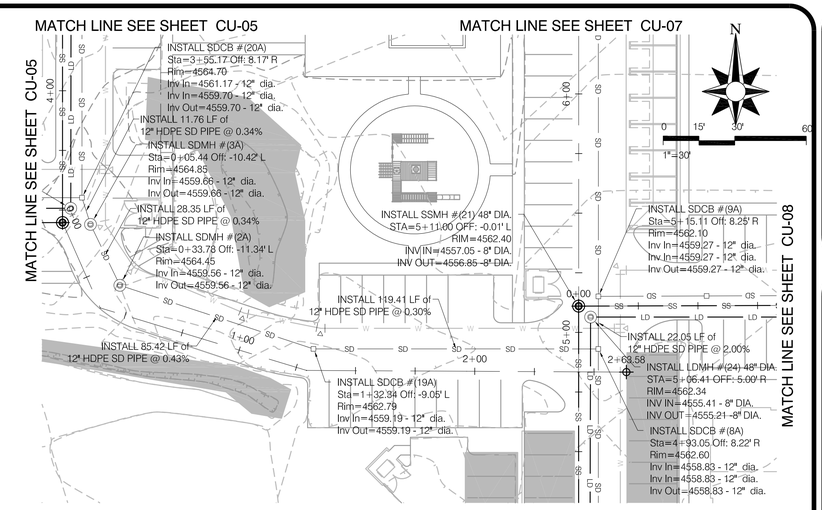
SHEET

CU-05



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'

N

0 15' 30' 60'

1"=30'

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
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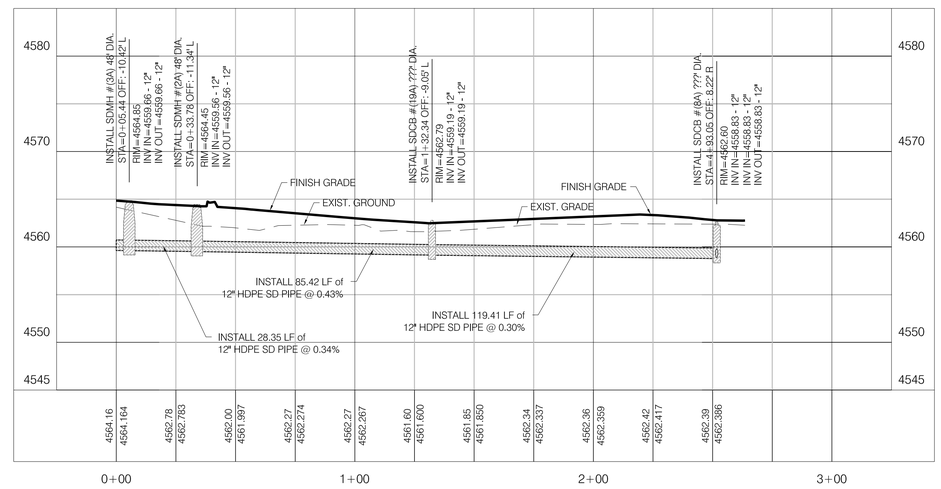

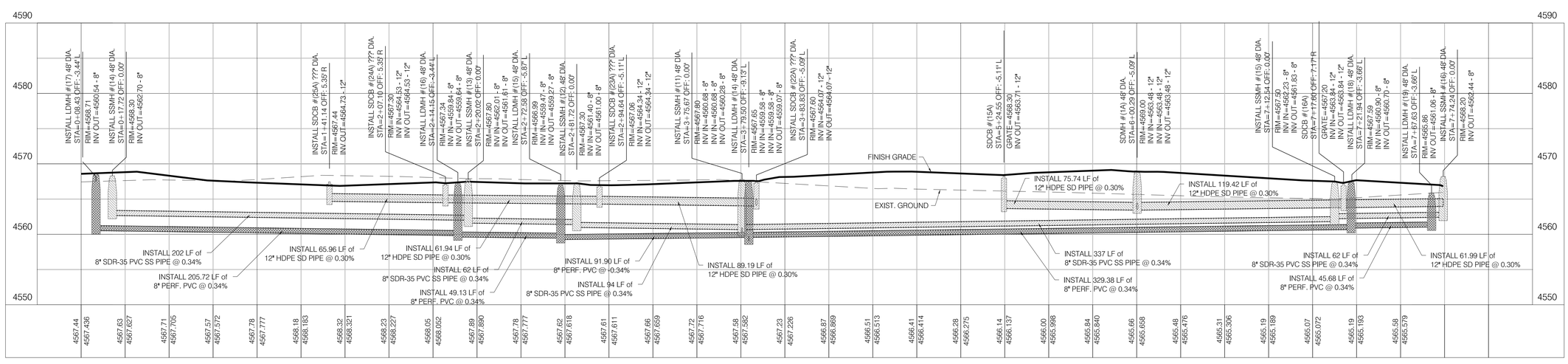

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
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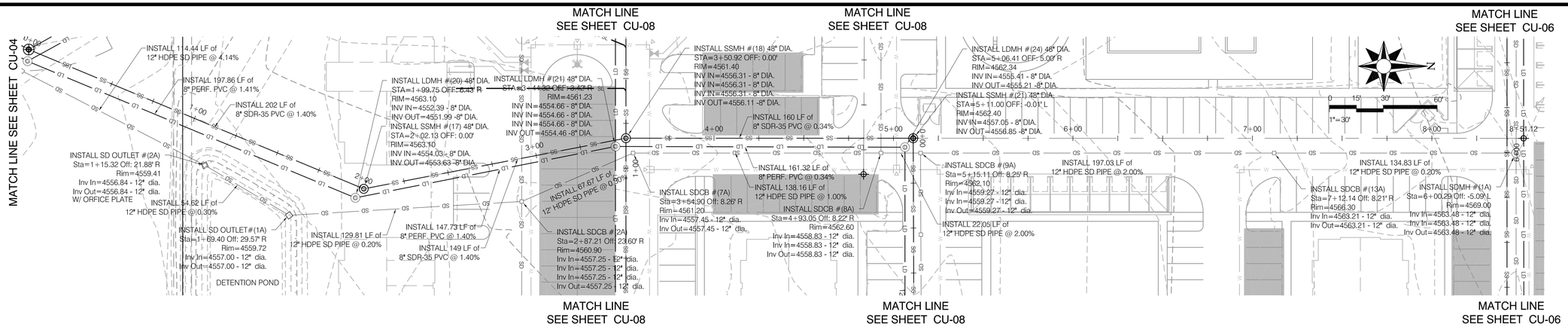
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

TITLE
SANITARY SEWER PLAN & PROFILE



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'

Notes:

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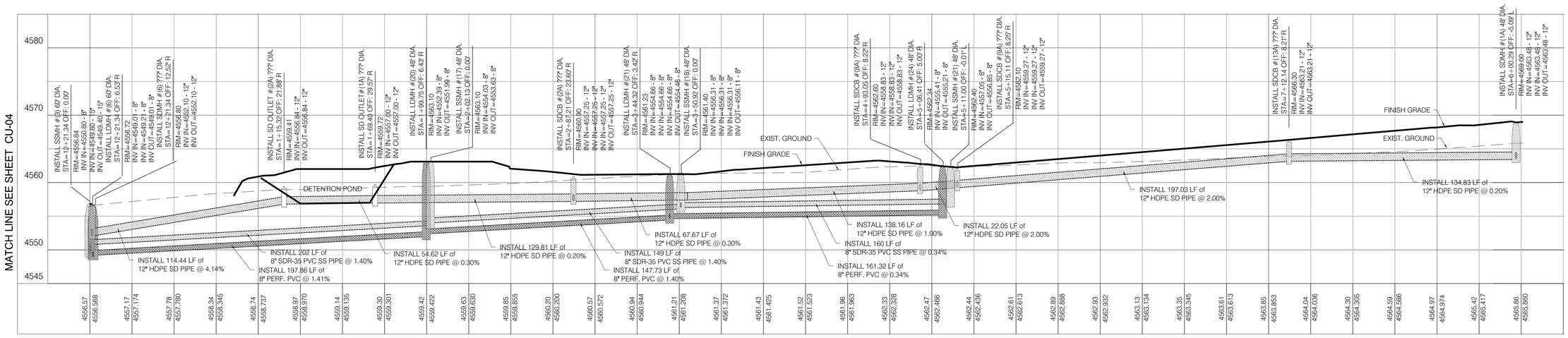
LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.



NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
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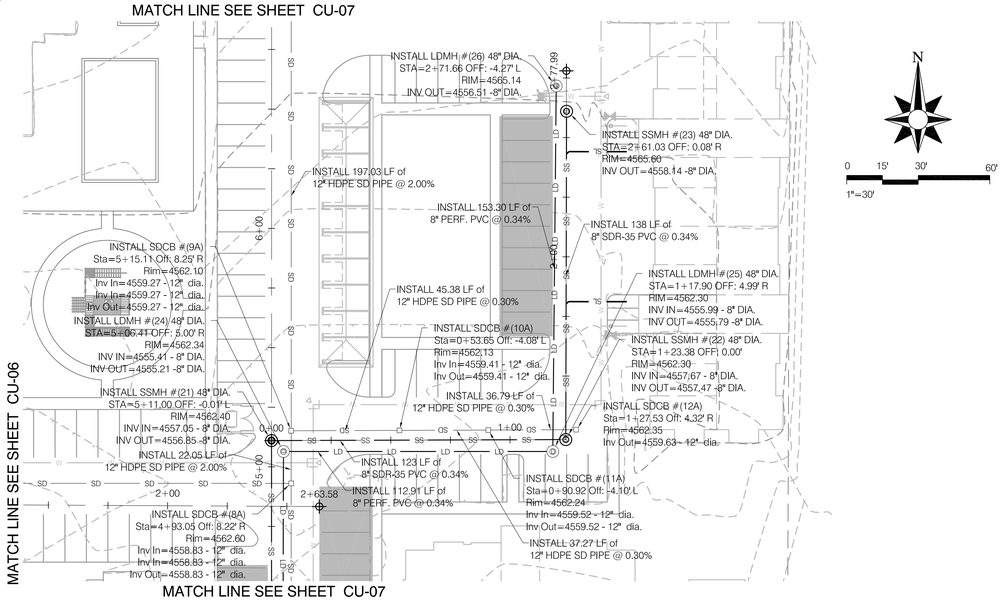
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

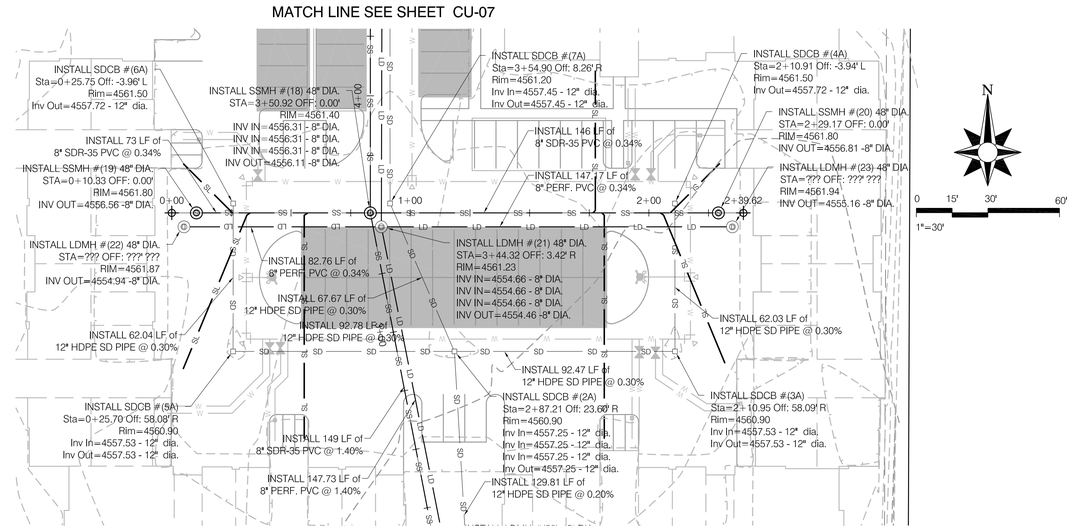
TITLE
SANITARY SEWER PLAN & PROFILE

SHEET
CU-07



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



MATCH LINE SEE SHEET CU-07

SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'

LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain

Notes:

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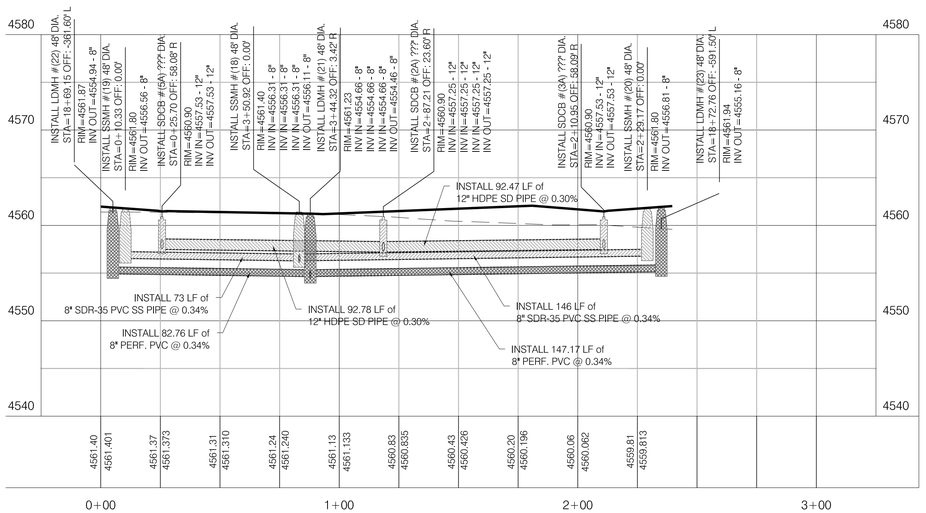
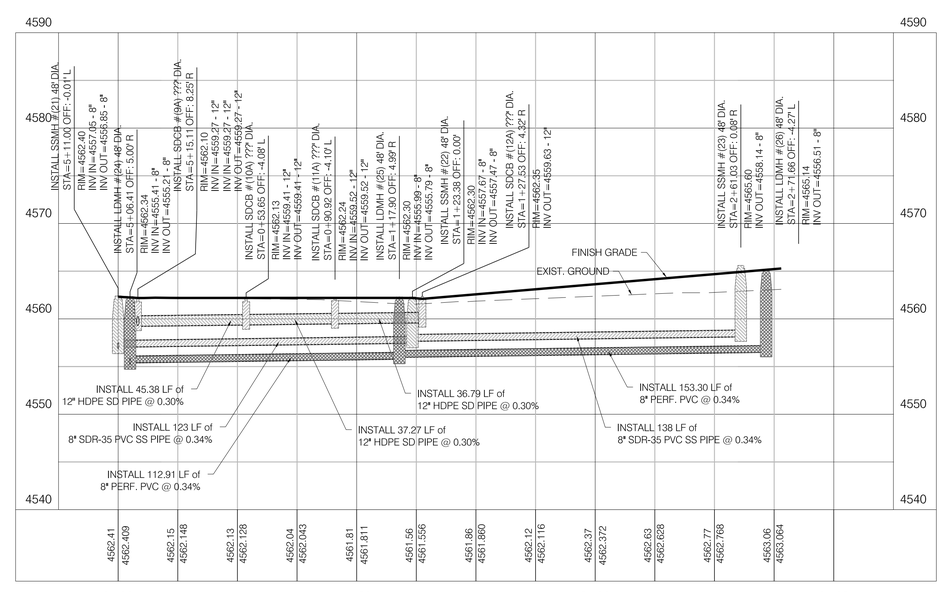
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.





NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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PROJECT NAME:
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680 EAST 400 SOUTH
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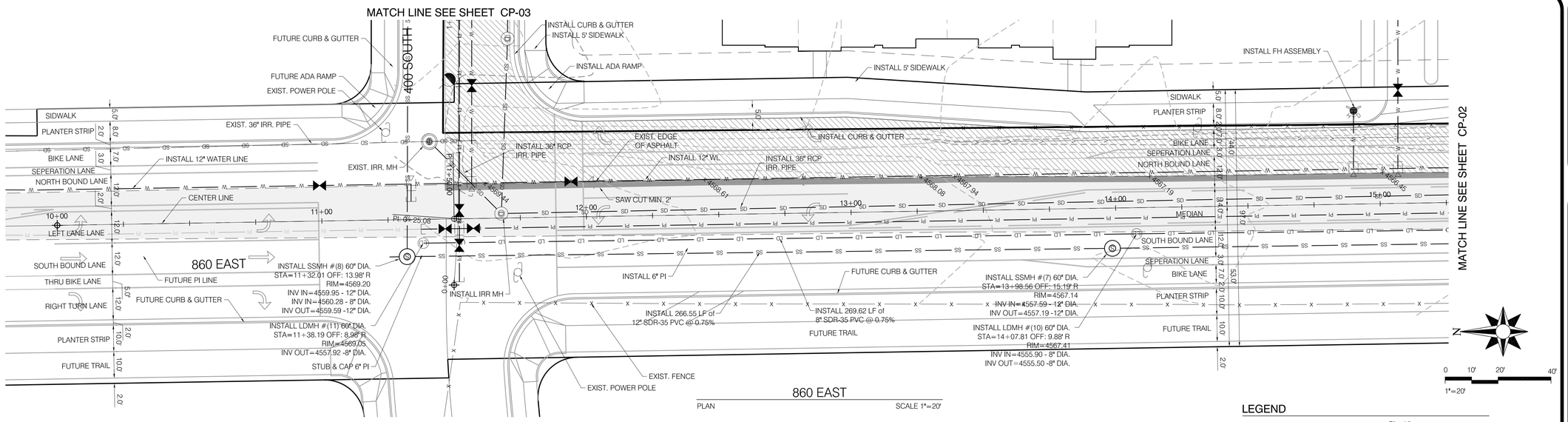
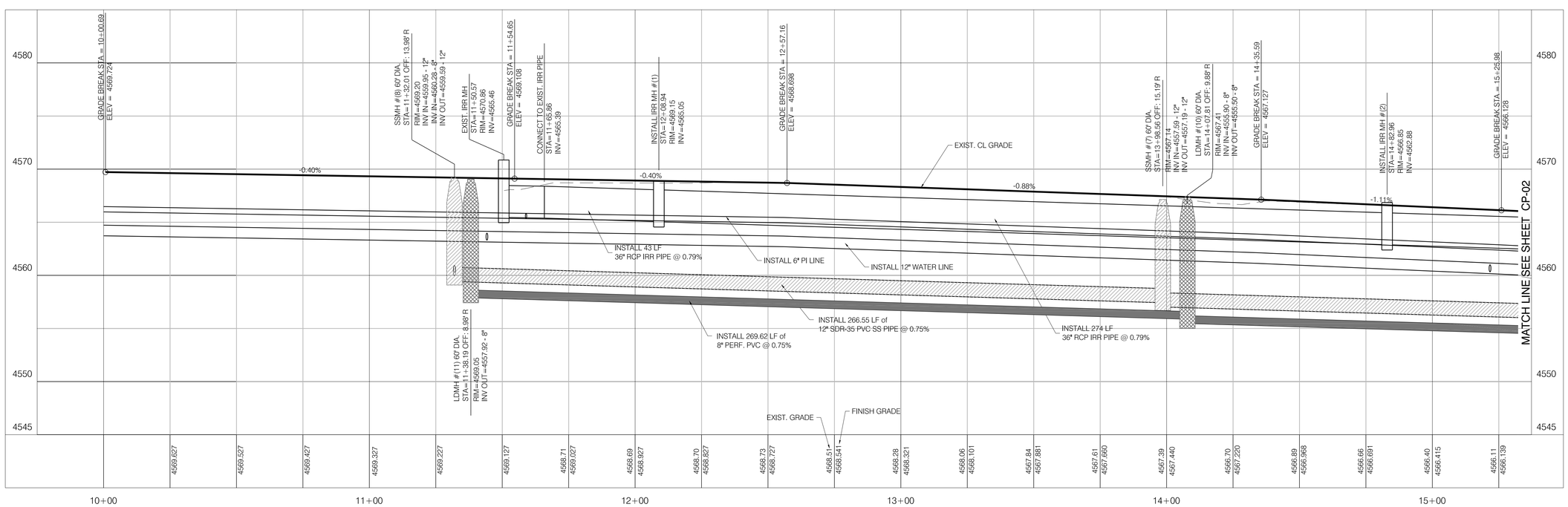
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SANITARY SEWER PLAN & PROFILE

SHEET
CU-08





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5. Where new asphalt will be placed next to existing asphalt the contractor shall cut the existing asphalt in a vertical and horizontally straight line a minimum of 2 feet from the existing edge. Existing asphalt, base and subgrade shall be removed and replaced with new compacted materials.
6. Prior to placing asphalt surface contractor shall coordinate with other trades and utility companies to insure required conduits have been placed within the asphalt surface area. Primarily the landscape/irrigation contractor, power, gas and cable utility providers.
7. Install Type III Barricade, OMR 4 (End of Road) signs, and sidewalk ends signs at the end of all stub roads.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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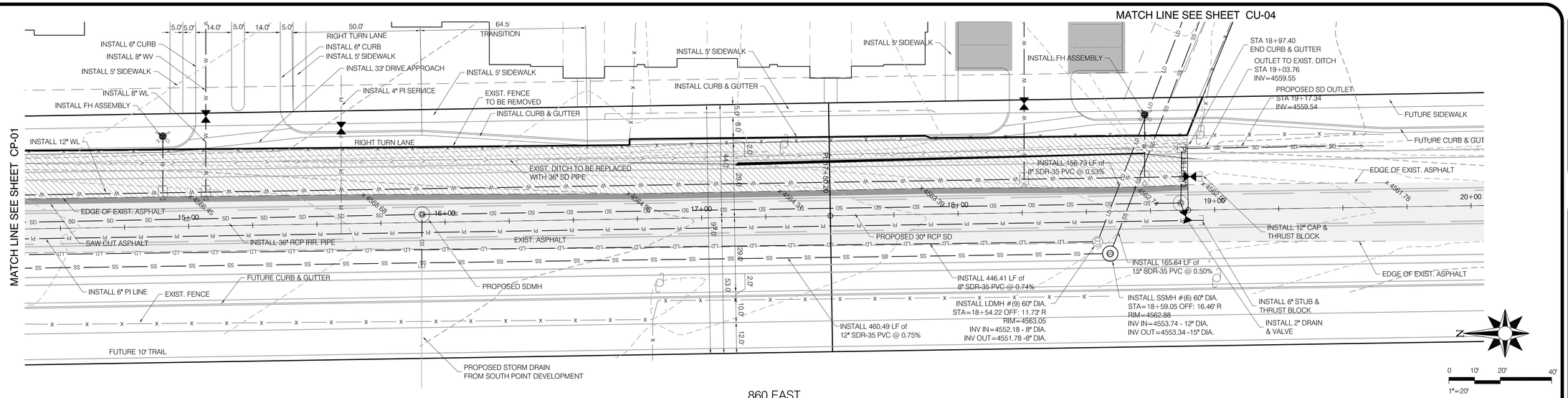
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
860 EAST
PLAN & PROFILE



860 EAST

PLAN SCALE 1"=30'

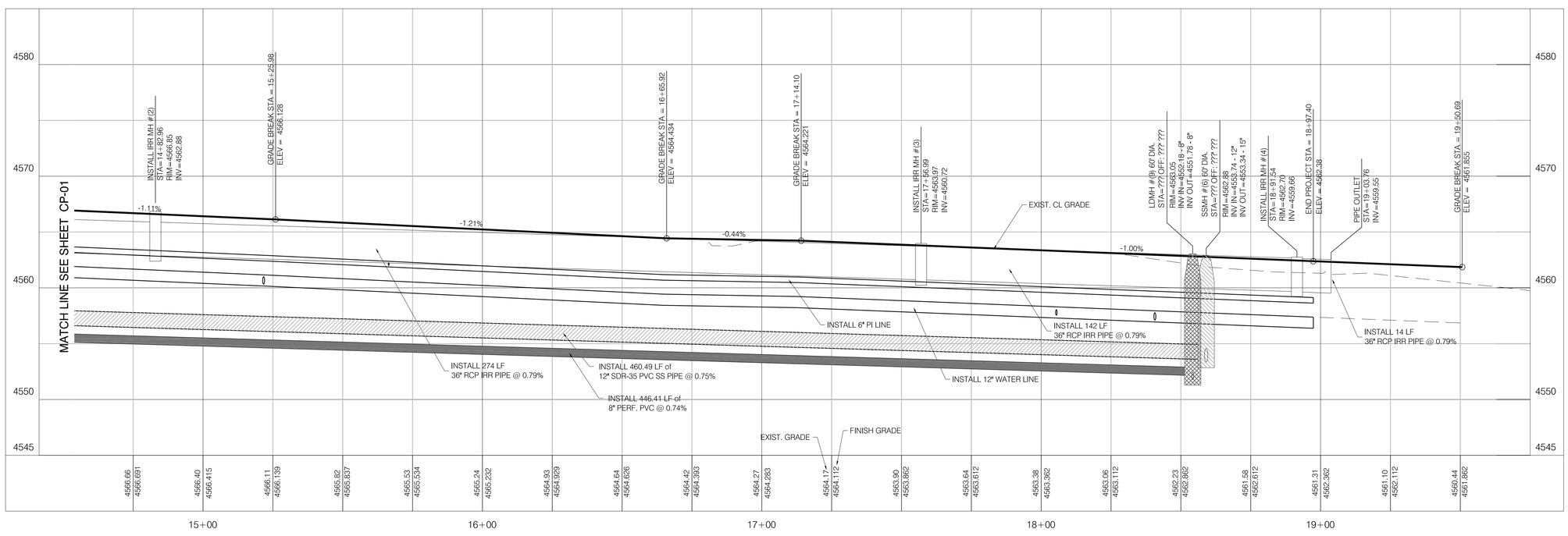
Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.
5. Where new asphalt will be placed next to existing asphalt the contractor shall cut the existing asphalt in a vertical and horizontally straight line a minimum of 2 feet from the existing edge. Existing asphalt, base and subgrade shall be removed and replaced with new compacted materials.
6. Prior to placing asphalt surface contractor shall coordinate with other trades and utility companies to insure required conduits have been placed within the asphalt surface area. Primarily the landscape/irrigation contractor, power, gas and cable utility providers.
7. Install Type III Barricade, OMR 4 (End of Road) signs, and sidewalk ends signs at the end of all stub roads.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Proposed Asphalt Surface
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain



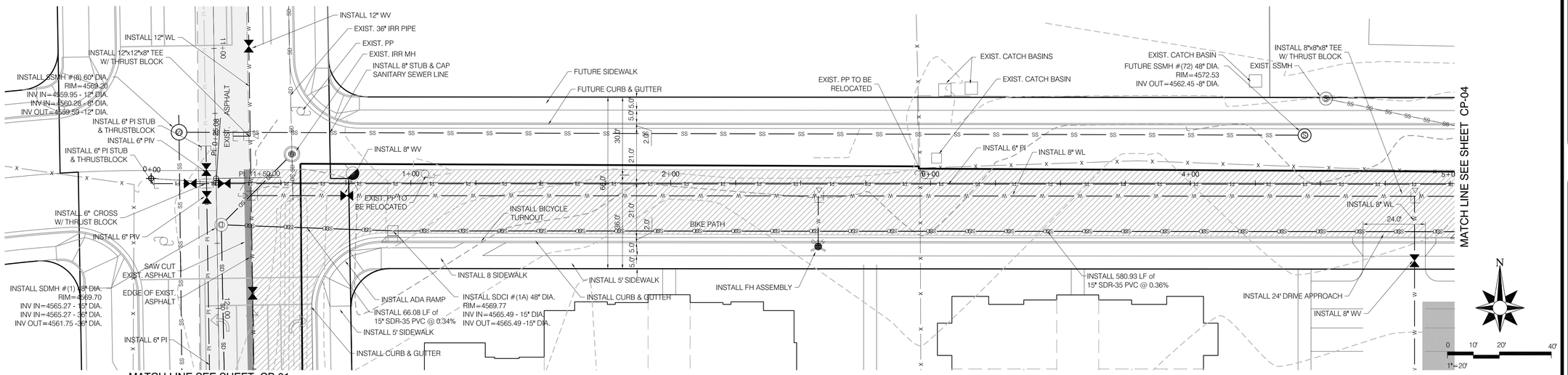
NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
860 EAST
PLAN & PROFILE



400 SOUTH

PLAN SCALE 1"=20'

Notes:

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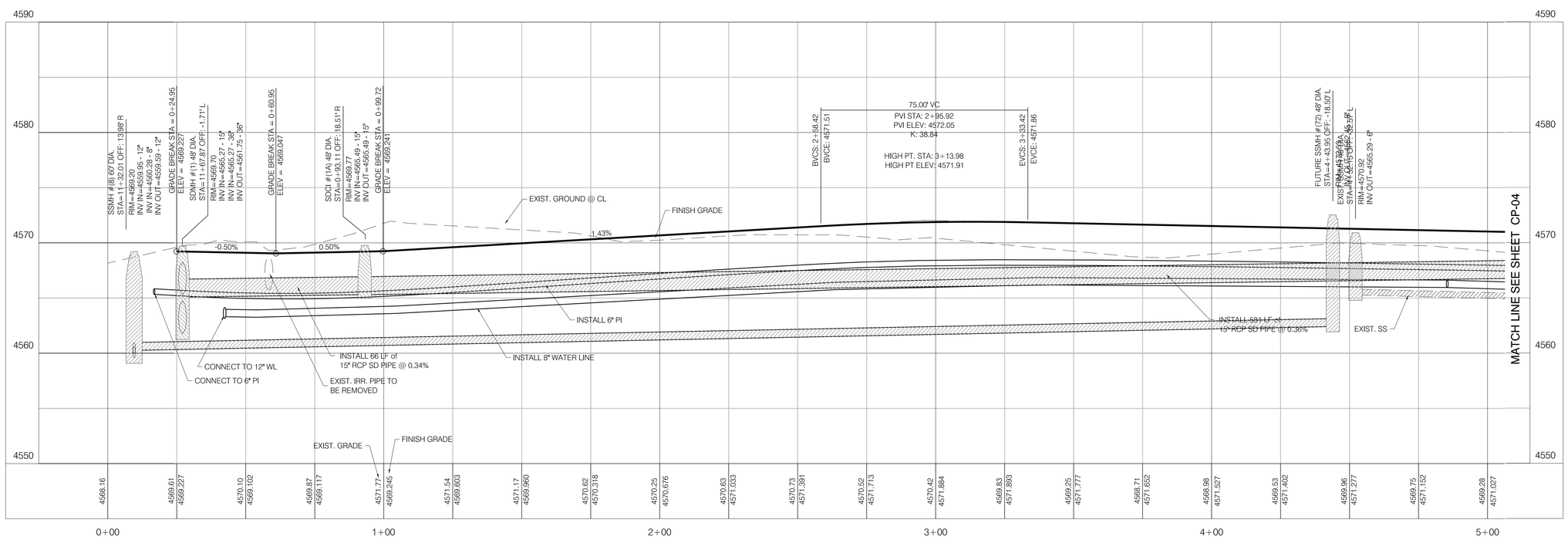
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain



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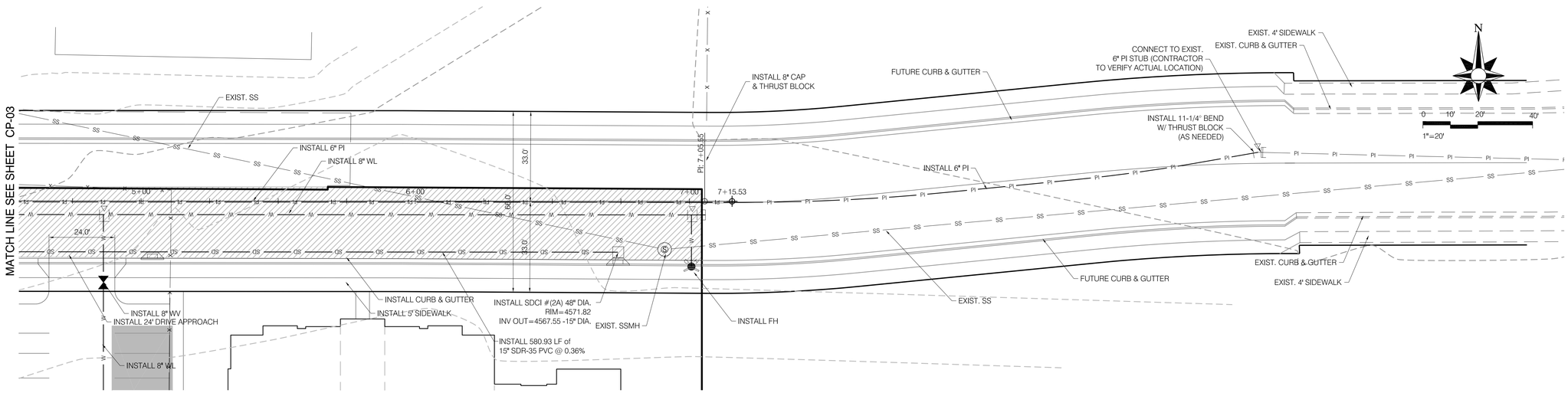
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
400 South
PLAN & PROFILE



400 SOUTH

PLAN SCALE 1"=20'

Notes:

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UTILITY NOTIFICATION CENTER, INC.

LEGEND

	Plan View
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SS SS	Existing Sanitary Sewer
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	Plan View
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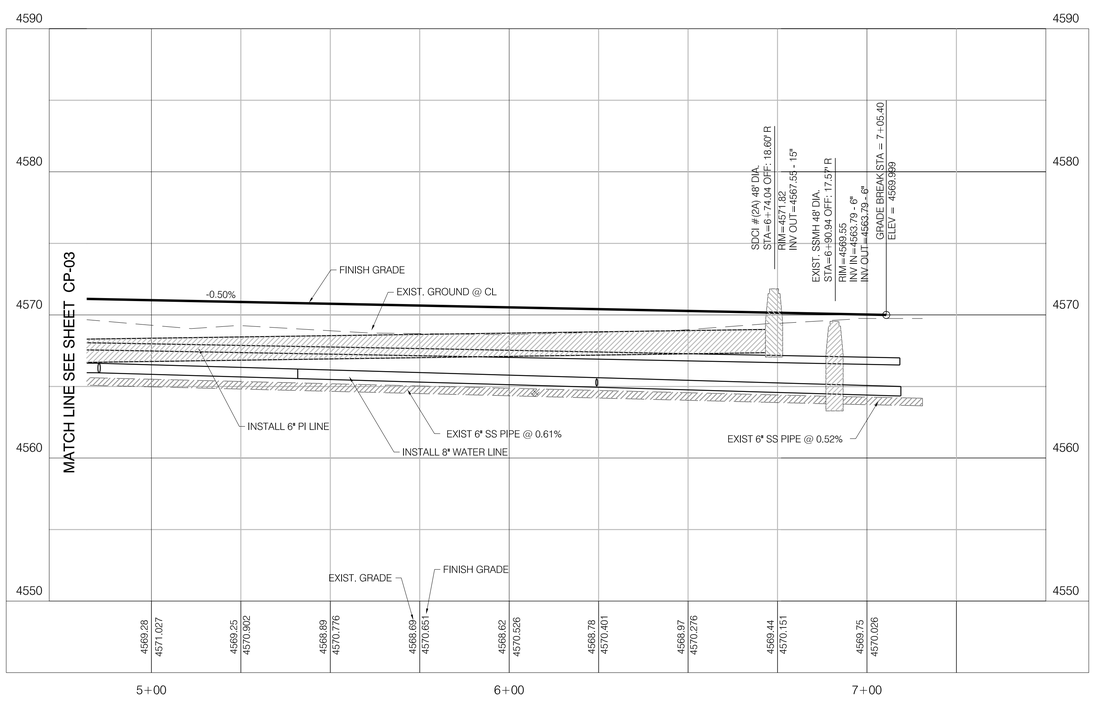
	Proposed Asphalt Surface
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain



NO.	DATE	DESCRIPTION
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PROJECT NAME:
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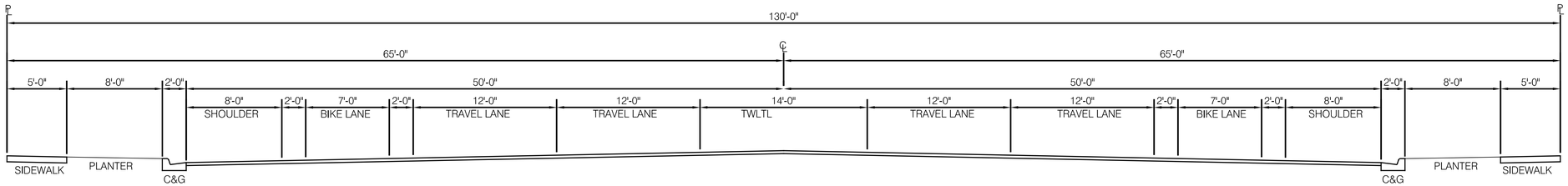
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

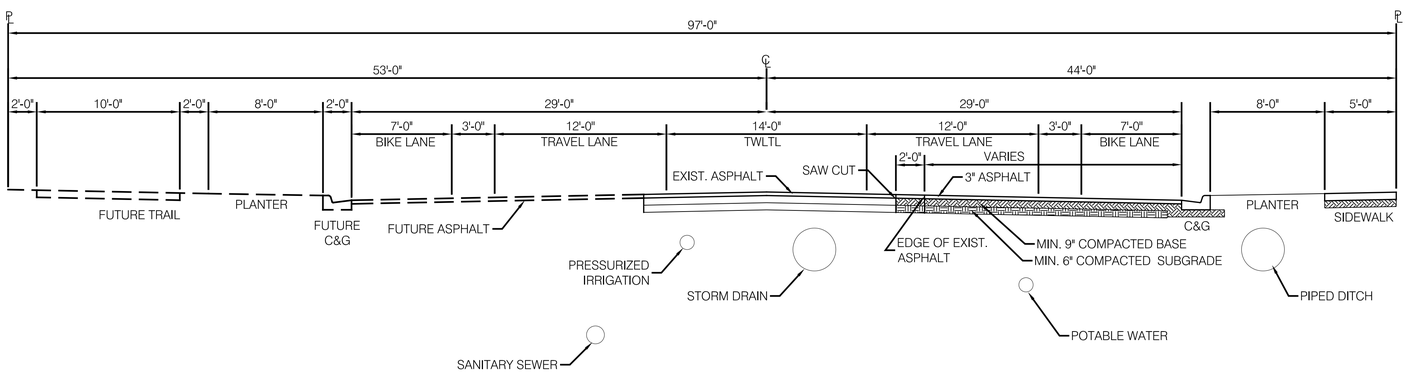
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
400 South
PLAN & PROFILE



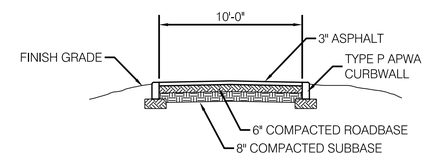
1 130' ARTERIAL - with BUFFERED BIKE LANE & PATH - 620 SOUTH

SCALE 1"=1'



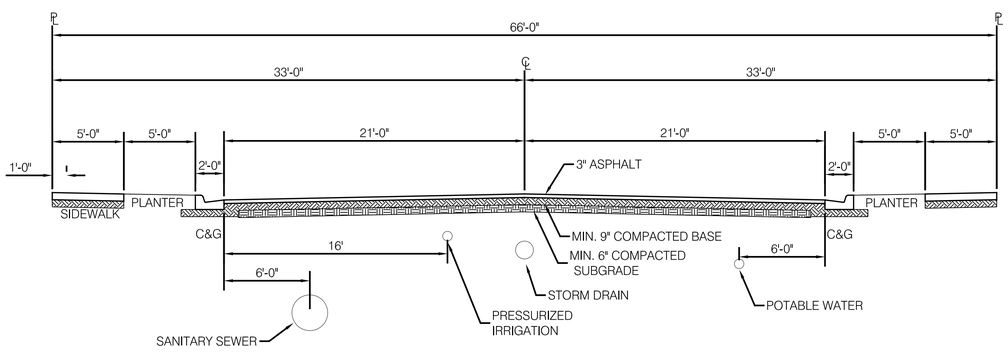
2 97' MINOR COLLECTOR ROAD - with BIKE LANE & PATH - 860 EAST

SCALE 1"=1'



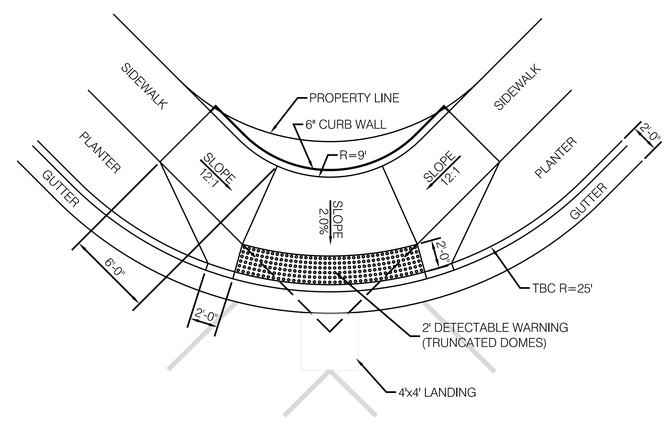
3 TYPICAL TRAIL SECTION

SCALE 1"=1'



4 66' MINOR COLLECTOR ROAD - 400 SOUTH

SCALE 1"=1'



5 TYPICAL ADA RAMP

SCALE 1"=1'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
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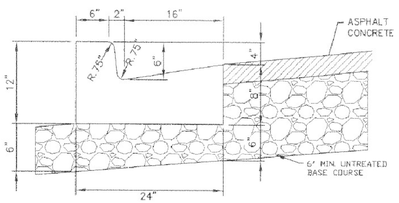
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

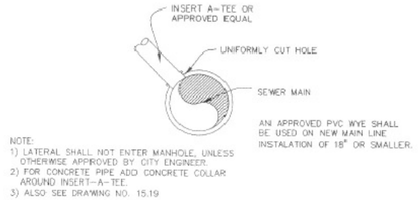
PROJECT NO:	13-123-09
DATE:	July 08, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GENERAL DETAILS

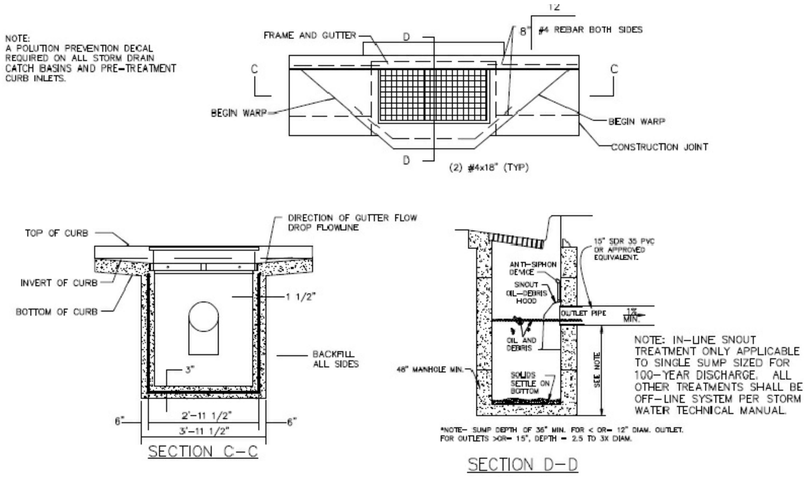
SHEET
CD-01



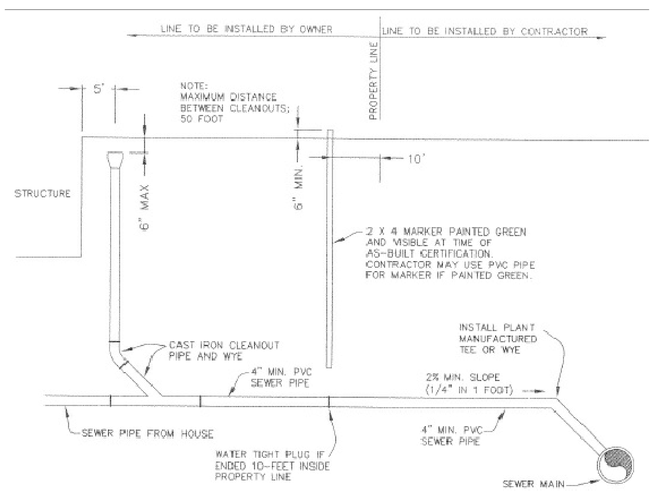
4 TYPICAL CURB & GUTTER
SCALE 1"=1'



3 TYPICAL SEWER SERVICE LATERAL
SCALE 1"=1'

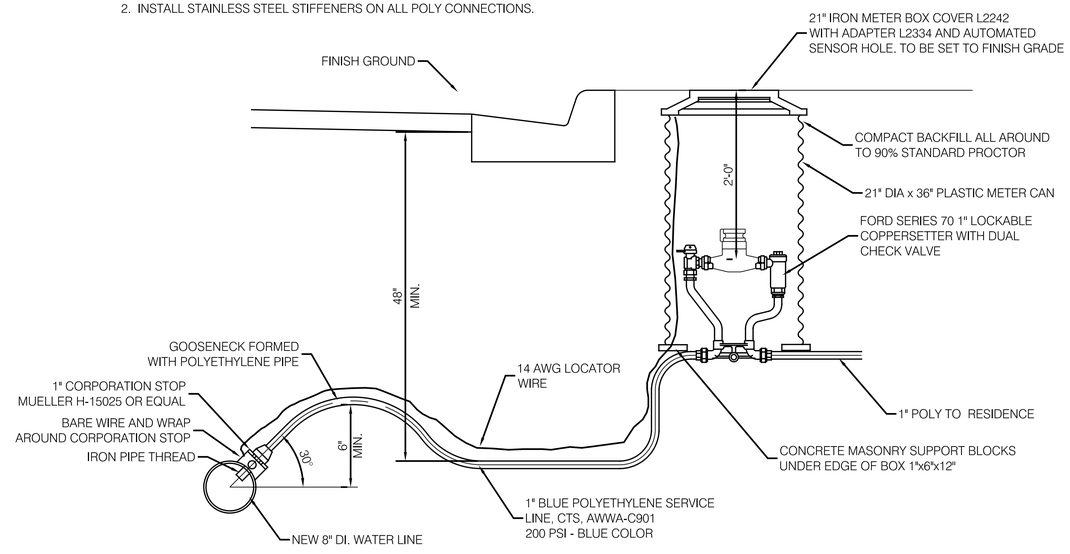


1 TYPICAL PRE-TREATMENT CURB INLET
SCALE 1"=1'



5 TYPICAL SEWER LATERAL
SCALE 1"=1'

NOTES:
1. METER BOX, COVER, COPPERSETTER, CORPORATION STOP, & SERVICE LINES TO BE FURNISHED AND INSTALLED BY CONTRACTOR, METER PROVIDED AND INSTALLED BY OWNER OR UNDER OWNERS DIRECTION.
2. INSTALL STAINLESS STEEL STIFFENERS ON ALL POLY CONNECTIONS.



2 TYPICAL WATER SERVICE
SCALE 1"=1'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H
233 EAST MAIN STREET, SUITE 2
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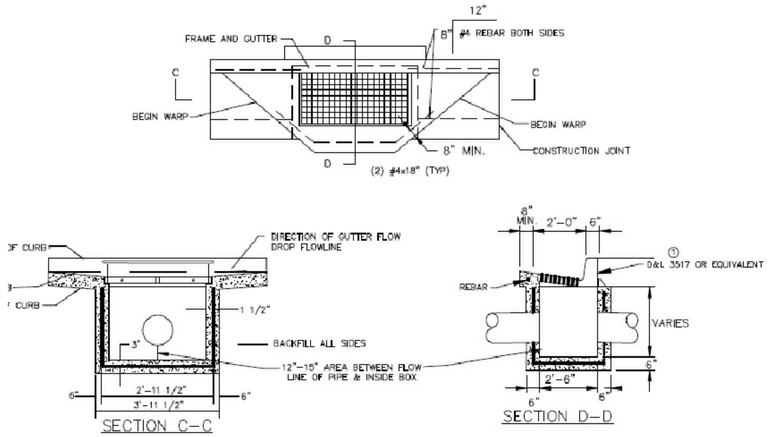
ENGINEERING & SURVEYING, INC.

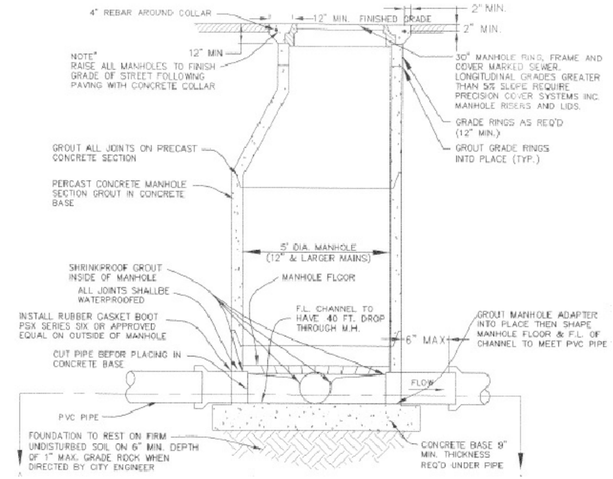
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	13-423-09
DATE:	July 06, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

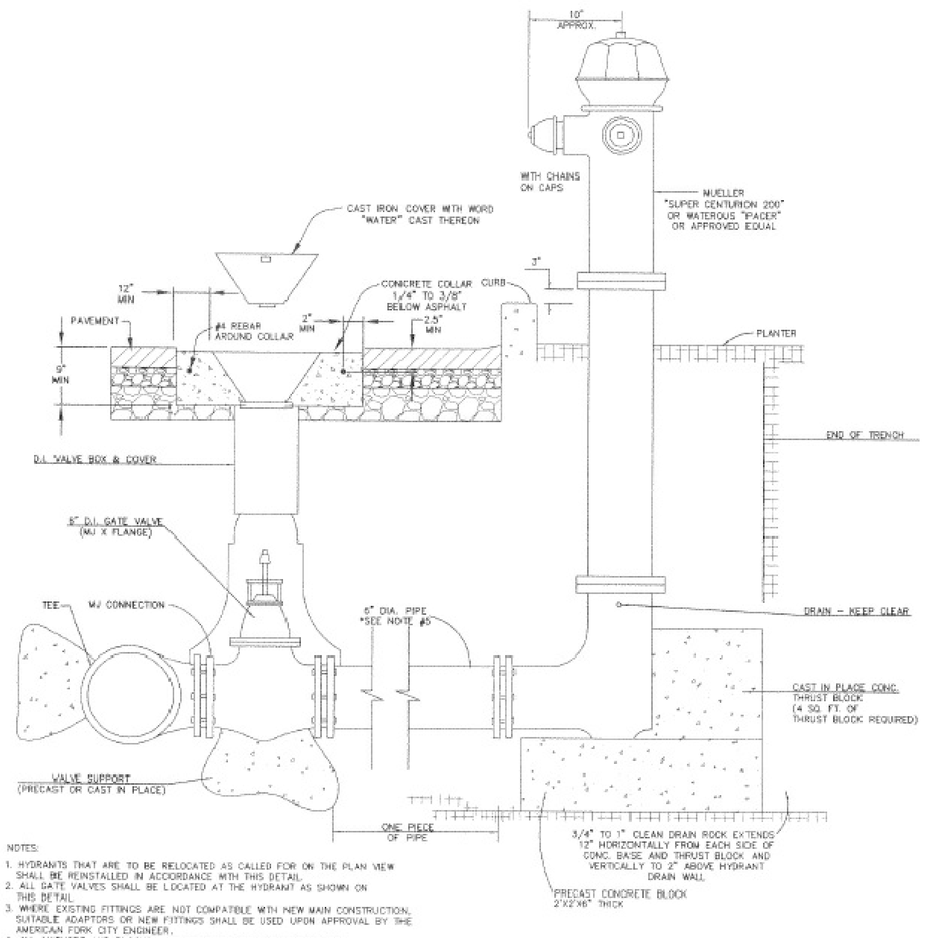
TITLE
GENERAL DETAILS



3 TYPICAL CURB INLET BOX
SCALE 1"=1'

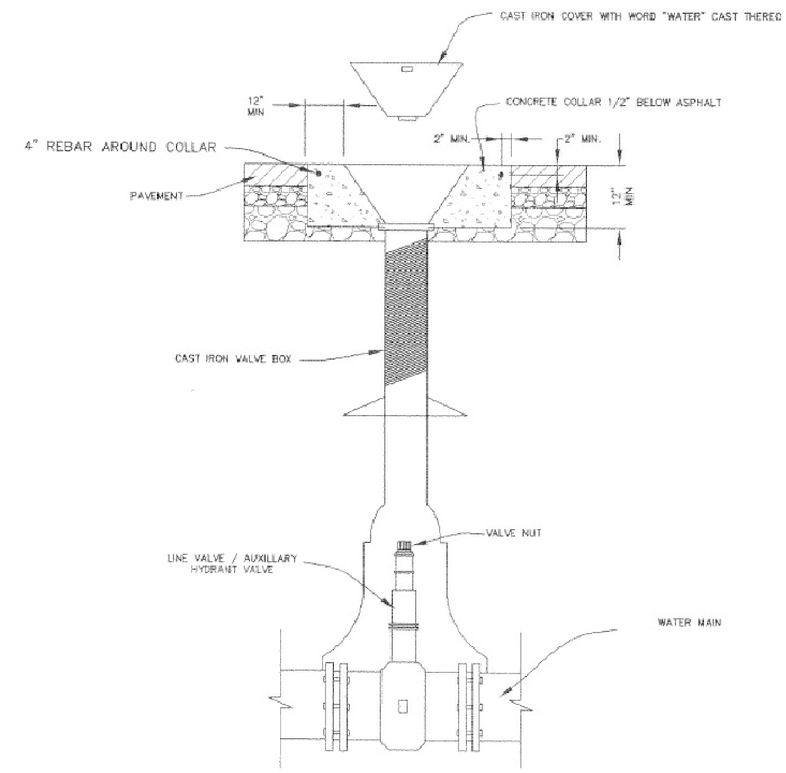


1 TYPICAL MANHOLE INSTALLATION
SCALE 1"=1'



NOTES:
1. HYDRANTS THAT ARE TO BE RELOCATED AS CALLED FOR ON THE PLAN VIEW SHALL BE REINSTALLED IN ACCORDANCE WITH THIS DETAIL.
2. ALL GATE VALVES SHALL BE LOCATED AT THE HYDRANT AS SHOWN ON THIS DETAIL.
3. WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, SUITABLE ADAPTORS OR NEW FITTINGS SHALL BE USED UPON APPROVAL BY THE AMERICAN FORK CITY ENGINEER.
4. ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
5. IF LENGTH EXCEEDS 1 LENGTH OF PIPE, INCREASE DIAMETER TO 8 INCH MINIMUM

6 FIRE HYDRANT ASSEMBLY
SCALE 1"=1'



2 TYP. WATER VALVE RISER
SCALE 1"=1'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
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AMERICAN FORK, UTAH

PROJECT NO:	13-423-09
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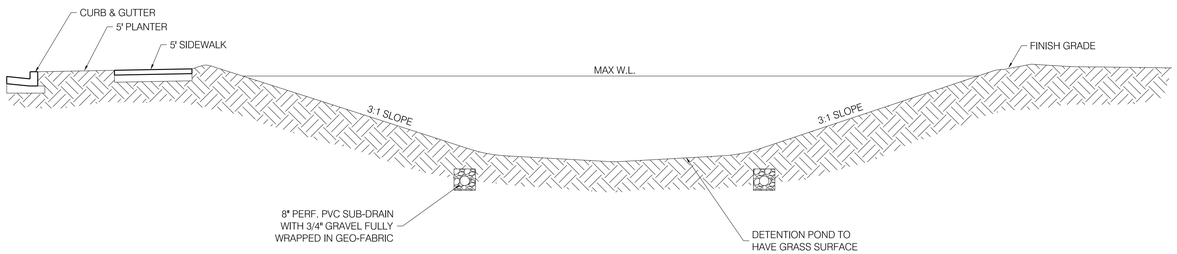
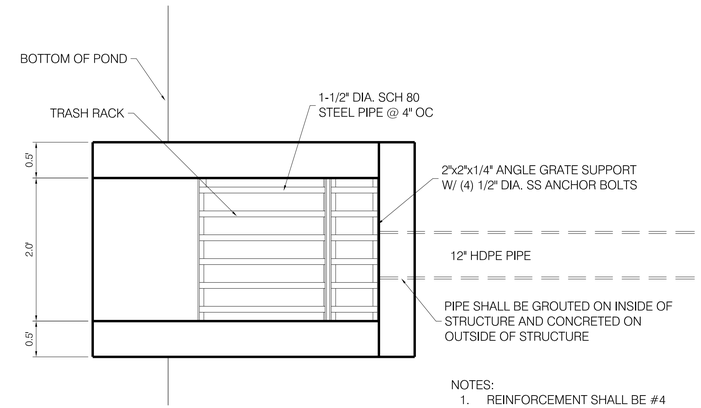
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GENERAL DETAILS

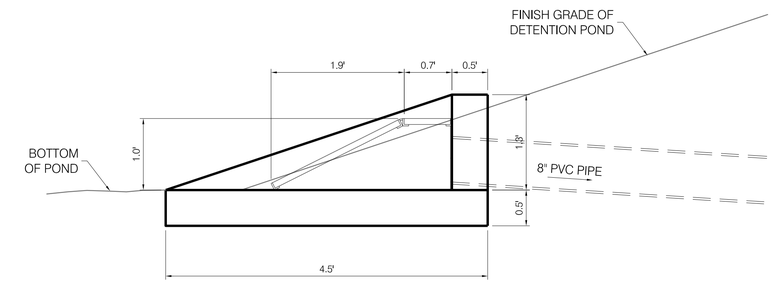


TYPICAL DETENTION POND
SECTION SCALE 1"=10'

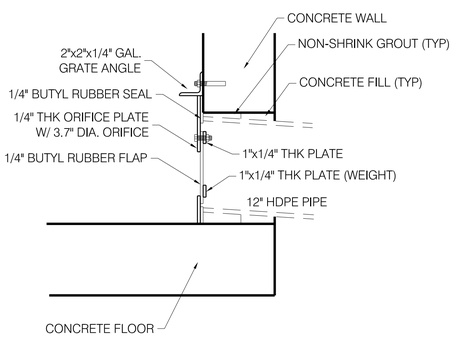


NOTES:
1. REINFORCEMENT SHALL BE #4 BARS @ 12" OC EACH WAY.
2. ENTIRE TRASH RACK TO BE HOT DIPPED GALVANIZED.

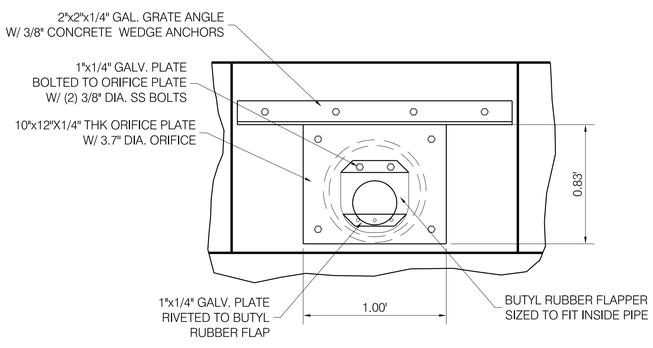
DETENTION POND OUTLET STRUCTURE
PLAN VIEW SCALE 1"=1'



DETENTION POND OUTLET STRUCTURE
SECTION SCALE 1"=1'



TYPICAL ORIFICE PLAT INSTALLATION
SIDE VIEW SCALE 1"=1/2'



TYPICAL ORIFICE PLAT INSTALLATION
FRONT VIEW SCALE 1"=1/2'

NO.	DATE	DESCRIPTION
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PROJECT NAME:
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680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	13-423-09
DATE:	July 06, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GENERAL DETAILS

SHEET
CD-04

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: August 5, 2015
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS:

Hearing, review and action on the preliminary plan for Rivulet Subdivision, located at 680 East 400 South in the PC (Planned Community) and PF (Public Facilities) zones.

Hearing, review and action on the final plat and site plan for Rivulet Subdivision and Rivulet Apartments, located at 680 East 400 South in the PC (Planned Community) and PF (Public Facilities) zones.

ACTION REQUESTED: Recommendation to City Council.

BACKGROUND INFORMATION					
Location:		680 East 400 South			
Applicants:		The Ritchie Group/H&H Engineering			
Existing Land Use:		Vacant			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Commercial			
	South	Agriculture			
	East	Residential			
	West	Residential/Agriculture			
Existing Zoning:		PC (Planned Community) & PF (Public Facilities)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	Utah County			
	East	R3-7,500			
	West	PC (Planned Community)			
Growth Plan Designation:		Planned Community			
Zoning within density range?		x	Yes		No

Background

This report covers agenda items 3 and 4; preliminary and final plat of Rivulet Subdivision and the site plan for Rivulet Apartments.

This area of the Vintaro development received approval of a revised concept plan in April 2014. The revised concept plan allowed placement of additional density

(apartments) in this area. This was accomplished by transferring density from other areas of the Vintaro development which the petitioners owned, into this area.

The subdivision proposes one lot and one parcel. Lot 1 will consist of the Rivulet Apartments and Parcel 2 will be dedicated to the City for park purposes. The applicants propose a park impact fee credit in exchange for the dedication of park property to the City. The park area (Parcel 2) has always been envisioned to act as such and will serve as a focal point and regional park for this area of the city. Dedication of 400 South, 860 East and 620 South will also occur with the subdivision plat.

Rivulet Apartments is a 252 apartment community, with units ranging from 1 to 3 bedrooms. There will be a central club house and park area with play equipment, along with a pool and hot tub. A wetland area exists which will be preserved as natural open space. Renderings of the proposed type of apartment structure and club house are included in the submittal materials.

Sheet C-06 consists of the proposed site plan. On that sheet, there are a few notes regarding parking. Per the City parking standards, at 252 units, 567 parking spaces are required (2.25 spaces per unit). The site plan proposes 504; a shortage of 63 spaces. Parking for the proposed site plan is 2 spaces per unit; effectively dropping the quarter stall per unit for visitor parking. The applicants have submitted a parking study and letter by Hales Engineering, for consideration by the Planning Commission, as part of a request for a reduction in parking. The applicants would also like the Planning Commission's consideration in the number of 1-bedroom apartments (99 units) to be factored into any decision of parking reduction. If parking were allocated at 1.25 stalls per 1-bedroom unit, and 2.25 for all units with 2 or more bedrooms, a total of 468 parking stalls would be required. With the site plan providing 504 parking stalls, sufficient parking would be provided under this scenario.

The Planning Commission may—but is not required to—make a finding that, based upon the figures and statement provided by the applicant, the proposed ratio of 2.0 spaces per unit is sufficient. This figure is all inclusive of tenant and visitor parking.

Engineering will discuss a trail and easement issue with a neighboring property owner, the Grahams. Engineering has indicated to the applicants that these issues must be resolved, and the applicants are in the process of negotiations with Grahams.

<u>Section 17.7.211 of the Development Code</u>

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

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

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

b. The final plat complies with all City requirements and standards relating to large scale developments.

   This criterion has been met, subject to a finding by the Planning Commission that a proposed parking ratio of 2.0 spaces per unit is sufficient.

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

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

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

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

e. The water rights conveyance documents have been provided.

   The water rights conveyance shall be satisfied prior to final plat recordation.

Consistency with the Land Use Plan:

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

FINDINGS OF FACT

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

1. The final plat meets the criteria as found in Section 17.7.211 of the Development Code.

2. The site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.

3. The Planning Commission finds that an adjustment to the required parking spaces (2.0 spaces per unit) is warranted based upon evidence provided by the applicant.

POTENTIAL MOTIONS

Mr. Chairman, I move that we approve the preliminary plan of Rivulet Subdivision, located at approximately 680 East 400 South, subject to any findings, modifications and conditions listed in the engineering report.

Mr. Chairman, I move that we recommend approval of the final plat for Rivulet Subdivision, located at approximately 680 East 400 South with the finding (#1) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

Mr. Chairman, I move that we recommend approval of the Rivulet Apartments site plan, consisting of 252 units, located at approximately 680 East 400 South with the findings (#2, #3) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 8/5/2015

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: Rivulet Apartments

Project Address: 680 East 400 South

Developer / Applicant's Name: The Richie Group / H & H Engineering

Type of Application:

- ☒ Subdivision Final Plat
- ☒ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☐ Commercial Site Plan
- ☐ Residential Accessory Structure Site Plan

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 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

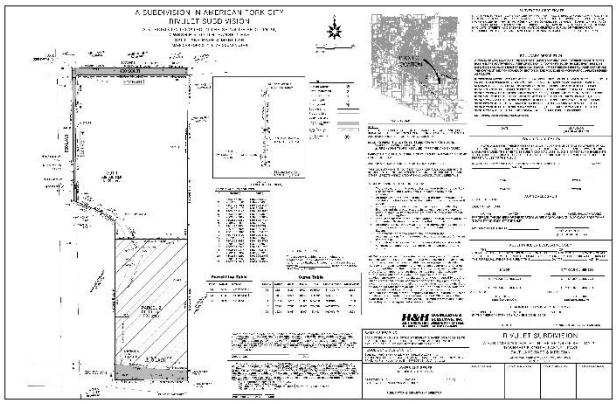
Applicant is requesting that the Planning Commission waive the following requirement(s):

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. Right of Way documents on 860 East should be adopted by City Council action with Public notice and involvement. This should be a separate action from the Subdivision process.
2. All comments from TRC reviews of July 1, 2015 and July 16, 2015 must be addressed.
3. A proposed trail easement must be added to the subdivision plat. This should include trail make up, alignment, location and size.
4. Right of Way for the trail and maintenance must be obtained from the Graham's to allow for the proposed trail.
5. A Water Rights Plan including action and timing must be submitted with this Proposal.

6. The Storm Water Drainage System must provide for a low flow off line treatment system.
7. ADA access must be provided to all building from streets and vehicle areas.
8. Vehicle access to the trail must be provided.
9. The Culinary Water Line in 400 South must be looped the existing Mira Vista Lines.
10. 860 East Asphalt must be restricted to at least the center of the existing asphalt.

MOTION: Rebecca Staten - To recommend approval for the addition of a gate within the Granite View Estates development with the finding as outlined in the staff report and subject to any findings, modifications and conditions listed in the Engineering report.

Finding:

- **The proposed site plan for the addition of a gate is deemed a "minor correction" per Section 17.7.217 of the Development Code.**

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Christine Anderson.

Yes	-	Christine Anderson	
		Harold Dudley	
		Nathan Schellenberg	
		Rebecca Staten	
		John Woffinden	Motion passes.

3. Hearing, review and action on the preliminary plan for Rivulet Apartments, located at 860 East 400 South in the PC Planned Community zone (7:09 p.m.)

Staff Presentation:
Adam Olsen reported this is a two-lot subdivision. The apartments are on the northern lot. The southern lot, labeled parcel 2, is slated for a park area. This has always been envisioned as a park since the inception of the Vintaro project. The park land will be deeded to the City. They will work out an agreement with the Council on how that will be done. The proposal is the City grant them a credit for park impact fees until the land is paid for. Part of the subdivision plat will dedicate portions of 400 South, 860 East, and 620 South. With the apartments 252 units are proposed with unit sizes from one to three bedrooms. There is a central clubhouse area, park area, and a pool. The wetland area will remain native open space. Renderings of the apartment structures are provided. The main item of discussion is a request for the Planning Commission to consider an adjustment in the parking ratio. These requests have been seen before although each is different. The proposed parking equals two stalls per unit, and the City requirement is 2.25. This leaves one visitor parking stall per four units, so the argument could be made they are short on visitor parking. They would like a consideration for reduction because of the one-bedroom units. If the one-bedroom units are given a ratio of 1.25, the total number for required parking would be 468 stalls. The site plan proposes 504 stalls. The Commission may make a finding and make an adjustment although the Commission is not required to do so. The Mira Vista project is to the east of this project and outside of the Vintaro area. These apartments will have access on 400 South and 860 East. In an earlier project we looked at other city parking requirements, and the City's requirements align pretty well. Most cities require two spaces per unit. Some cities have visitor parking requirements and some do not. It evens out.

Andy Spencer stated American Fork and Pleasant Grove coordinated the alignment of 620 South. There is one item to cover in detail and that is the proposed alignment of 860 East. This alignment puts the burden of future improvements on the west side. They feel it is a logical alignment because of the improvements made north to south. As this project proceeds to Council,

discussion needs to be held on three items relative to the layout of 860 East, the final plat, and the site plan. Staff has discussed this with them, and they understand the contemplations. If the Council says no to these items, there will be some impacts. If centering is required then the site plan will need to be revisited. The trail on west side so 860 East matches the existing roadway. There is no cause for change tonight. Additional items are covered in the staff report.

Applicant Presentation:
Jayson Newitt stated there are 252 class A apartments with Granite counter tops, stainless steel appliances, and nicer finishes. They have planned the roadways and such to reflect well on the City. They are concerned with parking as well and don't want to under park the project. Under parking increases tenant complaints, and then people don't want to rent. They have a third-party, professional management group to manage the property. They feel the parking is adequate with two stalls per unit.

PUBLIC HEARING (Preliminary Plan)
No comments were made, and the public hearing was closed.

PUBLIC HEARING (Final Plat)
No comments were made, and the public hearing was closed.

Commission Discussion:
John Woffinden stated a one-room apartment doesn't bring in just one car. It is a flaw in the system to think this way.

Nathan Schellenberg questioned a sidewalk to State Street. With less parking, the community needs to be walkable to get to transit.

Andy Spencer stated there is about a 300-foot gap in the sidewalk to State Street. The Code allows the Commission to require them to extent those critical facilities. Others in this area have been required to extend the sidewalk. The Planned Community Zone is a walkable community.

Christine Anderson stated she is not comfortable with the parking ratio. It isn't plausible that a one-bedroom unit would have only one vehicle.

MOTION: Nathan Schellenberg - To approve the preliminary plan of Rivulet Subdivision, located at approximately 680 East 400 South, subject to any findings, modifications and conditions listed in the engineering report.

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Subject to the sidewalk, curb, and gutter being extended to meet the sidewalk, curb, and gutter on the north end of the project.**

Seconded by Harold Dudley.

Yes - Harold Dudley
Nathan Schellenberg

		Rebecca Staten	
		John Woffinden	
No	-	Christine Anderson	Motion passes.

4. Hearing, review and action on the final plat and site plan for Rivulet Apartments, located at 860 East 400 South in the PC Planned Community zone (7:31 p.m.)

MOTION: Nathan Schellenberg - To recommend approval of the final plat for Rivulet Subdivision, located at approximately 680 East 400 South with the finding (#1) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

Finding:

- **The final plat meets the criteria as found in Section 17.7.211 of the Development Code.**

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Subject to the sidewalk, curb, and gutter being extended across the lot to the north to meet the sidewalk, curb, and gutter that is existing.**

Seconded by Harold Dudley.

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

MOTION: Nathan Schellenberg - To recommend approval of the Rivulet Apartments site plan, consisting of 252 units, located at approximately 680 East 400 South with the findings (#2, #3) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

Findings:

- **The site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.**
- **The Planning Commission finds that an adjustment to the required parking spaces (2.0 spaces per unit) is warranted based upon evidence provided by the applicant.**

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Subject to the curb, gutter, and sidewalk being extended across the lot to the north to meet the existing curb, gutter, and sidewalk.**

Seconded by Harold Dudley.

Yes	-	Harold Dudley	
		Nathan Schellenberg	
		Rebecca Staten	
No	-	Christine Anderson	
		John Woffinden	Motion fails.

Further Discussion:
John Woffinden doesn't want another Olive Garden where you have to park six blocks away. He feels the parking needs to be adjusted. To say a one-bedroom apartment has only one car is not true. Ninety-nine percent of married people both work and go to school or a combination thereof. They are not driving together. If you took a survey, by far the majority would have two cars. The Haymaker project is a prime example of not having enough parking. The deviation of 63 spaces is a huge.

Harold Dudley stated is a little confused on the Code. The Code leaves the Commission with some discretion. He feels the parking doesn't meet the recommendation, but it meets the ordinance. The Vintaro development is catered toward a walkable community. Parking is a difficult thing and has been for years for developments. Sometimes they get it wrong like Olive Garden. This is a residential development with a professional who has looked at the parking ratio. He questioned if it was being denied just because our kids have two cars. That isn't a good reason to deny it when they have a good plan. The times are changing and people are going to more walkable communities. Sometimes governments get it way wrong. He has seen developments with cars parking on the road. He doesn't think this rational is any better than the developer. The Commission does have the Code.

Christine Anderson stated moving from two stalls to one stall is quite a bit. She has two concerns. One she doesn't see how this is walkable because they are not near shopping. Second it just becomes sticky if 60 spaces are allowed to go missing. It's s slippery slope. She questioned if the Commission needed to review the Code.

Nathan Schellenberg stated if all the units were two or three-bedroom units, the Code would still only recommend 2.25 stalls per unit. There is a certain vacancy rate to consider. There ought to be some adjustment in his mind based on the size of the units for parking.

Adam Olsen stated the parking does meet the two stalls per unit. It is deficient because it does not provide extra stalls for visitor parking. The parking ordinance allows the Commission to give flexibility if it is warranted. They put forward information showing they feel it is sufficient for the numbers they provided. The intent of the Vintaro project was to be walkable. There are transit routes on State Street. The Ordinance does give discretion. The Code came from a national standard. The surrounding cities are similar and some are exactly the same. It is open to the Commission's interpretation or judgment.

MOTION: Harold Dudley - To recommend denial of the Rivulet Apartments site plan, consisting of 252 units, located at approximately 680 East 400 South based upon that they do not meet Section 3.1 of the Parking Code, including the sidewalk to the parcel to the north as part of the other previous two motions on this item. Seconded Christine Anderson.

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

5. 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 State Road, in the SC-1 (Planned Shopping Center) Zone and the R4-7,500 Zone (7:55 p.m.)

Staff Presentation:
Adam Olsen stated this item was before the Commission at the last meeting and was tabled. The items to be addressed have been fixed, i.e. increased setbacks between the buildings by the Seven C's community, addition of guest parking spaces, increased setback between buildings, and sidewalks on both sides of the street. These have all been taken into account and shown on this revised site plan. The only area left that they are asking for a consideration is the provision of RV parking. The Code allows the Commission to make a finding that the intent of the provisions has been met. Their draft CC&R's prohibit the storage of RV's, trailers, and boats.

Andy Spencer stated they have done what they could to fit it all in. Some areas have four-foot sidewalks on one side of the road. This is an exception they are requesting. The private drives attempted to meet what the Commission discussed. They expressed to staff that they would add the colored lanes to the private drives to differentiate for pedestrian path ways.

Applicant Presentation:
Lynn Bowler stated they worked hard to address all the concerns from the last meeting. He had listed seven items. One, setbacks between building 2 and 3 to the south has been redesigned and at a minimum of 20 feet. Two, the setback between Timp Rental and building 1 was moved so the landscaping is on their side of the wall. Three, the sidewalks throughout on all the main roads has been added with some at 5 feet and some at 4 feet. Four, all ADA requirements are met. Five, the crash gates on 450 West on the north and south were removed and added a curb return at the end to match asphalt widths. Six, they went back and counted the parking stalls. They had 152 stalls and needed 153 stalls so they added seven stalls for a total of 159. Seven, they added colored concrete to the private drives on each site for walkability. Also in looking at installing an eight-foot wall, there were concerns with the site triangle for those backing out from building 1E. The wall has been moved back a little on the Timp Rental property and added landscaping. Their CCR's will not allow RV parking and no parking on all private lanes has been added.

Commission Discussion:
Christine Anderson stated the changes are amazing that they have met the requirements as suggested.

John Woffinden agreed. This is great.

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

MOTION: Christine Anderson - To approve the Green Spring Meadows PUD preliminary

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Ordinance approving a site plan for Rivulet Apartments, located at 860 East 400 South in the PC Planned Community zone.

SUMMARY RECOMMENDATION The planning commission recommended denial of the site plan for Rivulet Apartments as stated in the attached minutes of the August 5, 2015 planning commission meeting.

BACKGROUND The applicant proposes a 252 unit apartment complex located in phase 1-G of the Vintaro Overall Concept Plan. The use as an apartment complex complies with the requirements of the PC Planned Community zone and the approved overall concept plan; parking, however, is 63 spaces (11%) short of the required 567 spaces. The planning commission found that there is insufficient evidence for reducing the parking requirement and for that reason recommended denial of the site plan. For further analysis please refer to the attached site plan, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to deny the ordinance approving a site plan for Rivulet Apartments, located at 860 East 400 South in the PC Planned Community zone.

SUPPORTING DOCUMENTS

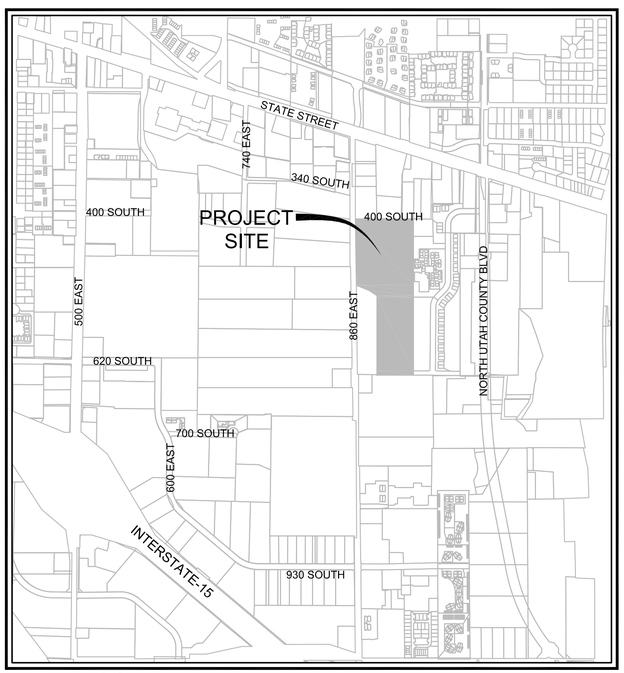
1. Ordinance
2. Site plan
3. Staff report
4. Planning commission meeting minutes, August 5, 2015

CONSTRUCTION PLANS FOR
REVIEW ONLY

RIVULET APARTMENTS

A PLANNED COMMUNITY
IN AMERICAN FORK, UTAH

July 20, 2015



NORTH

VICINITY MAP
SCALE: 1" = 800'

PROJECT NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE AMERICAN FORK CITY AND A.P.W.A. UTAH CHAPTER CONSTRUCTION AND MATERIAL SPECIFICATIONS.. IF A CONFLICT BETWEEN SPECIFICATIONS IS FOUND THE MORE STRICT SPECIFICATION WILL APPLY AS DECIDED BY THE CITY ENGINEER.

2. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF CONSTRUCTION THAT ARE NOT SPECIFIED HEREIN. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR SAFETY ON THE WORK SITE, OR FAILURE BY THE CONTRACTOR TO PERFORM WORK ACCORDING TO CONTRACT DOCUMENTS.

Property Address:

680 East 400 South
American Fork, Utah

Owner / Developer:

The Ritchie Group
1245 Brickyard Road, Suite 70
Salt Lake City, Utah 84106
Tel: 801.433.2200
Attn: Jason Newitt
jayson@theritchiegroup.com

Engineer / Surveyor

H&H Engineering and Surveying, INC
42 North 200 East, Suite 1
American Fork, Ut 84003
Tel: 801-756-2488
Attn: Victor Hansen
victor@h-heng.com

LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
	Set Back Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
GAS GAS	Proposed Gas Line
FO FO	Proposed Fiber Optics
TEL TEL	Proposed Telephone Cable
	Proposed Power Cable
	Proposed Major Contour Line
	Proposed Minor Contour Line

SHEET INDEX

C-01	COVER SHEET
C-02	RECORD OF SURVEY
C-03	860 EAST ALIGNMENT
C-04	GENERAL NOTES
C-05	SUBDIVISION PLAT
C-06	SITE PLAN
CG-01	GRADING PLAN
CU-01	OVERALL UTILITY PLAN
CU-02	WATER PLAN
CU-03	SEWER PLAN
CU-04	SEWER PLAN
CU-05	SEWER PLAN
CU-06	SEWER PLAN
CU-07	SEWER PLAN
CP-01	860 EAST PLAN & PROFILE
CP-02	860 EAST PLAN & PROFILE
CP-03	400 SOUTH PLAN & PROFILE
CP-04	400 SOUTH PLAN & PROFILE
CD-01	GENERAL DETAILS
CD-02	GENERAL DETAILS
CD-03	GENERAL DETAILS
CD-04	GENERAL DETAILS

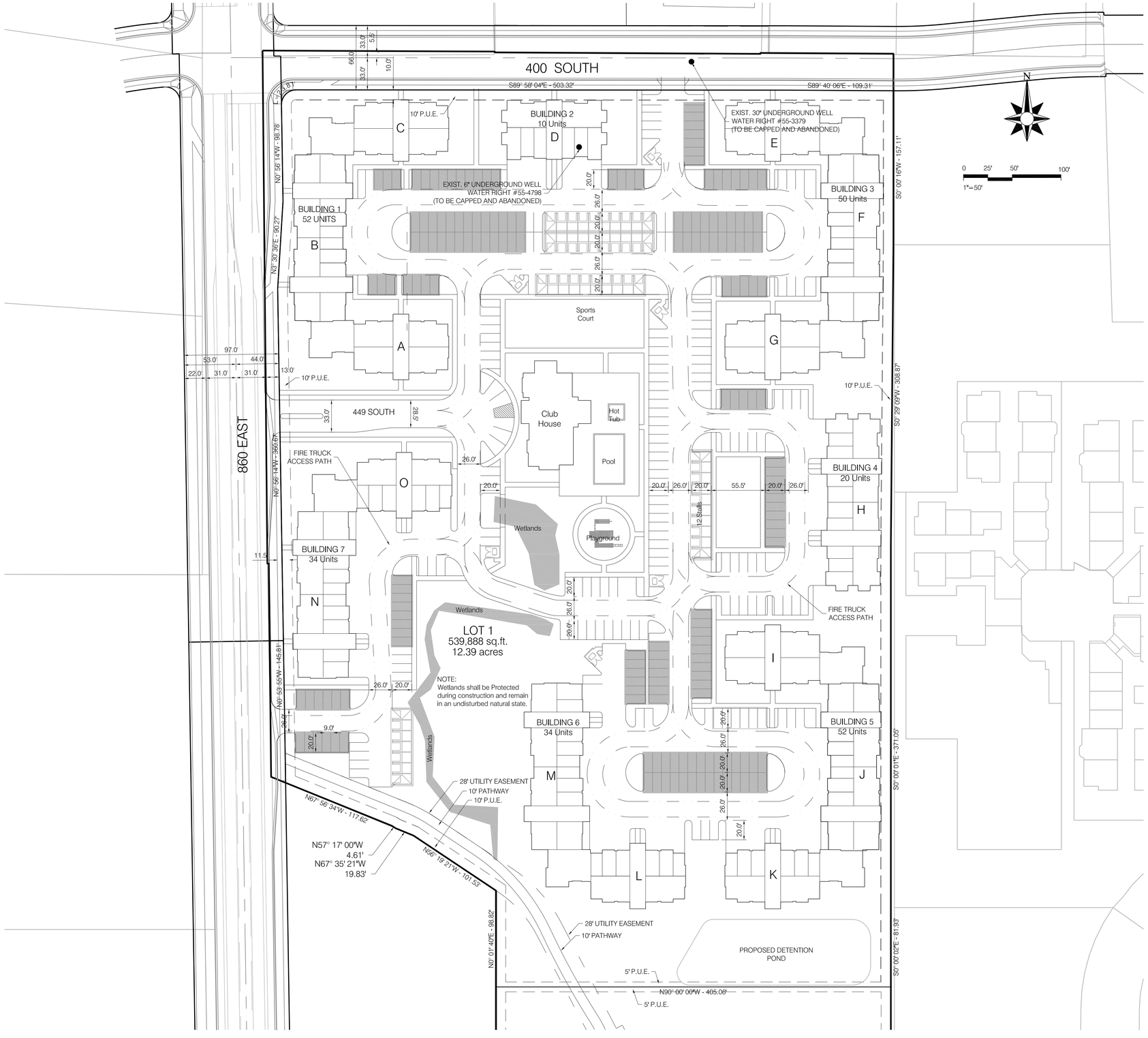
NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
COVER SHEET



Development Summary

Current Zoning:	PC-Planned Community Zone	
Development:		
Total Developed Area	541,435 sq.ft. 12.43 acres	
Unit Tabulation		
1 Bedroom	99 Units	39%
2 Bedroom	126 Units	50%
3 Bedroom	27 Units	11%
Total # Units	252 Units	
Density	20.3 units/acre	
Parking:		
ADA Spaces	2 Stalls	
Open Spaces	211 Stalls	
Covered Spaces	175 Stalls	
Tuck Under Garages	68 Stalls	
Free Standaing Garages	48 Stalls	
Total Parking Spaces	504 Stalls	
Density	2.0 Stalls/Unit	

Typical Building Construction

Type of Dwelling	Multi-Family Residential
Type of Construction	Type 5, Sprinkled Type 13
Building Height	35 ft to bottom of eve
Occupancy Classification	R2

Parking Requirement Notes:

1. Per American Fork City parking ordinace the total number of parking spaces required is 567, or 2.25 spaces per dwelling unit.
2. Because of the high percentage of 1-Unit bedrooms and other considerations, Rivulet Apartments is requesting a reduction in the total number of parking spaces required.
3. Refer to the letter prepared by Hales Engineering dated May 30, 2015, titled American Fork - Rivulet Apartments Parking Study for justification for requesting a reduction in the total number of parking spaces.

Fire Access Notes:

1. Fire Truck Turn Radius as shown is 28 feet minimum and 44 feet maximum.
2. No parking is allowed in front of garages.

Underground Well Notes:

1. Existing wells located on the property will be plug, capped and abandoned in accordance with EPA and Utah State Water Rights requirements prior to construction of project.
2. Water Right #55-4798 is filed under the name of DS Graff LLC. It appears to have been transfered to American Fork City with Change Application #A32135 in 2006 to convey the water right to the municipal wells owned by American Fork City.
3. Water Right #55-3379 is filled under the name of James Ritchie

NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SITE PLAN

1 / A0.01 STREET ELEVATION

1/16" = 1'-0" (24x36)

Rivulet American Fork, Utah

These plans are instruments of professional service, are the intellectual property of Architecture Belgique, Inc., and are protected by common law, statutory and other reserved rights including, but not limited to, Copyright. They may not be reproduced or used for any other purpose without the written consent of Architecture Belgique, Inc.

February 26, 2015

Architecture Belgique, Inc.
7583 So. Main Street Ste. 100 Midvale, UT 84047
(801) 561-1333

FRONT ELEVATION

Rivulet American Fork, Utah

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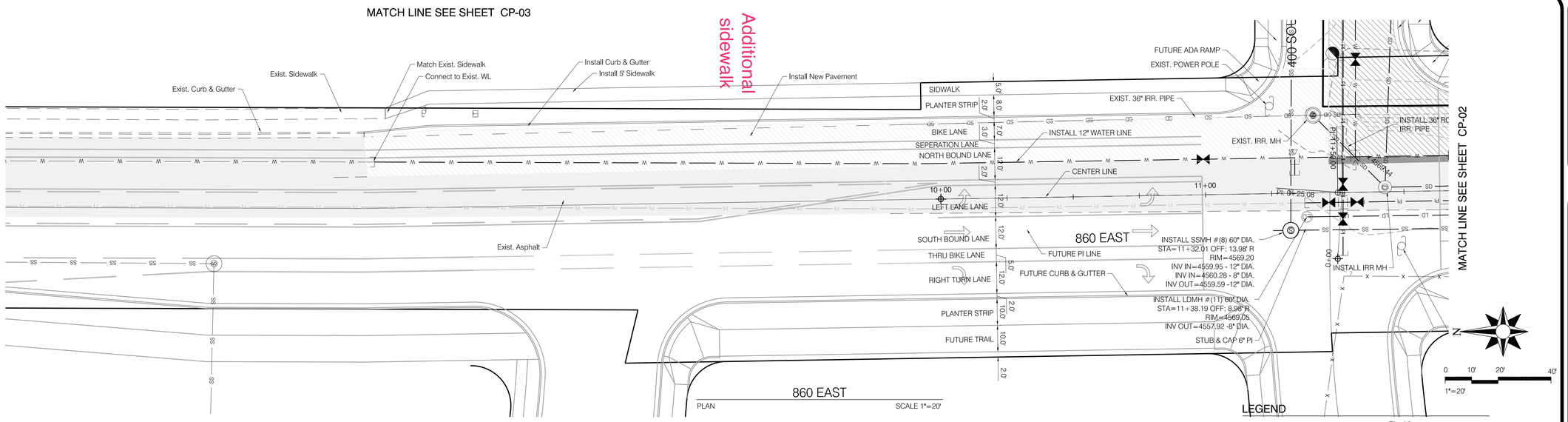
May 22, 2015

Architecture Belgique, Inc.
7583 So. Main Street Ste. 100 Midvale, UT 84047
(801) 561-1333



Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.
5. Where new asphalt will be placed next to existing asphalt the contractor shall cut the existing asphalt in a vertical and horizontally straight line a minimum of 2 feet from the existing edge. Existing asphalt, base and subgrade shall be removed and replaced with new compacted materials.
6. Prior to placing asphalt surface contractor shall coordinate with other trades and utility companies to insure required conduits have been placed within the asphalt surface area. Primarily the landscape/irrigation contractor, power, gas and cable utility providers.
7. Install Type III Barricade, OMR 4 (End of Road) signs, and sidewalk ends signs at the end of all stub roads.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
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FAX: (801) 756-3499

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RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

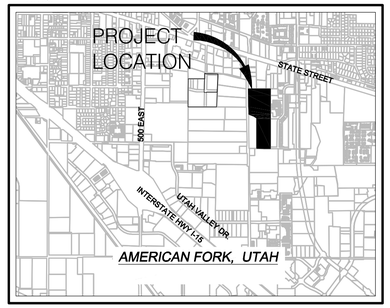
TITLE
860 EAST
PLAN & PROFILE

SHEET
CP-01a

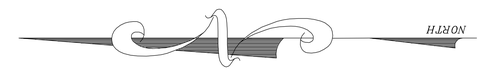
ALTA/ACSM LAND TITLE SURVEY FOR
RITCHIE PROPERTY

SE1/4, SEC. 24, T5S, R1E, AND
SW1/4, SEC. 19, T5S, R2E, SLB&M
AMERICAN FORK CITY, UTAH COUNTY, UTAH

N.T.S.



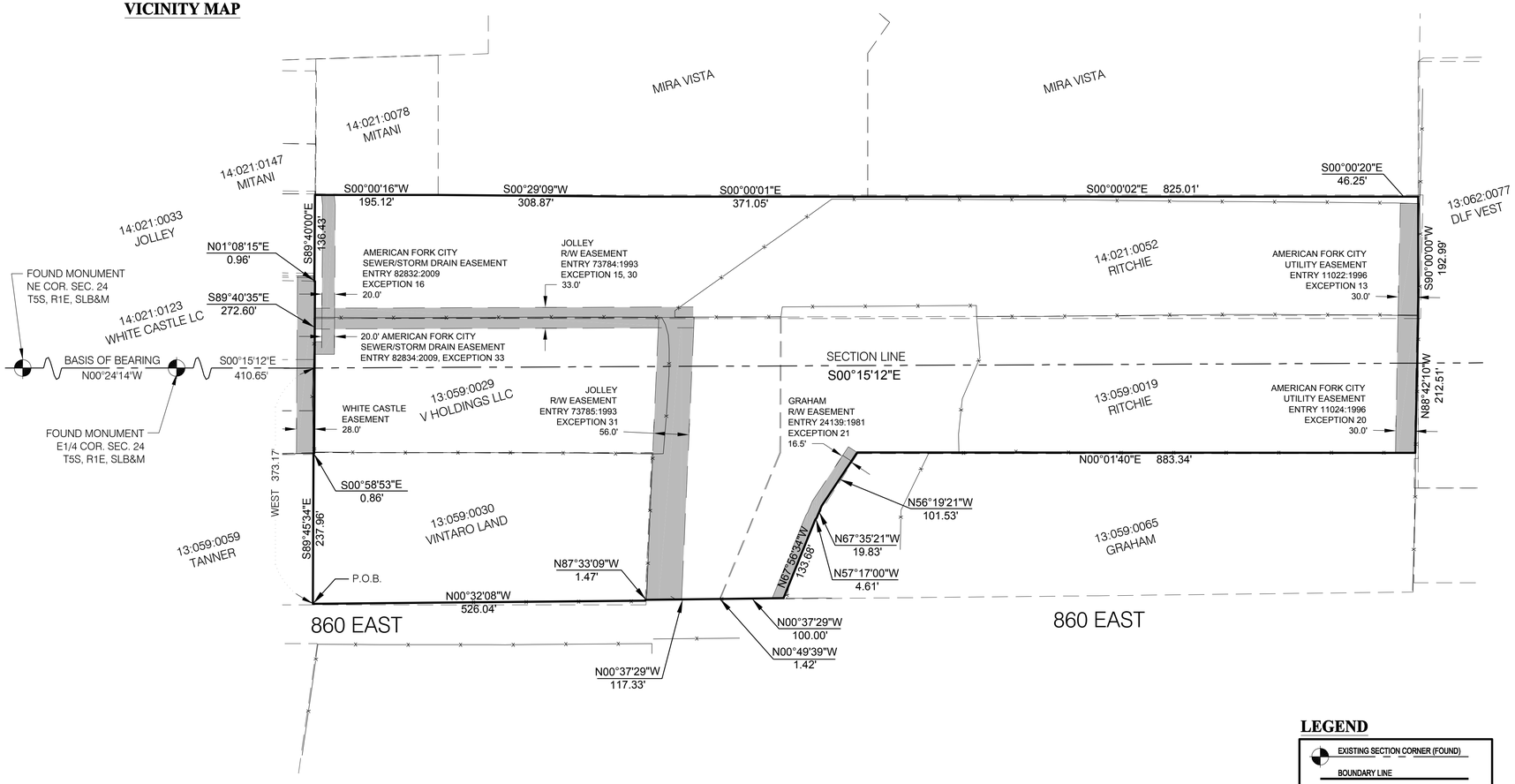
VICINITY MAP



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



LEGEND

- EXISTING SECTION CORNER (FOUND)
- BOUNDARY LINE
- STREET CENTERLINE
- DEED LINE
- PUBLIC UTILITY EASEMENTS
- EXISTING FENCE
- PROPERTY CORNER

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY FOR PROPERTY OWNED BY VINTARO LAND LLC, V HOLDINGS LLC AND JAMES RITCHIE. THE PROPERTY WILL BE COMBINED AND SUBDIVIDED TO BE KNOWN AS RIVULET APRARTMENTS. SURVEY BASED ON TITLE REPORT ALTA COMMITMENT NUMBER 8287-WW.

ALTA/ACSM LAND TITLE SURVEY FOR
RITCHIE PROPERTY
SE1/4, SEC. 24, T5S, R1E, AND
SW1/4, SEC. 19, T5S, R2E, SLB&M
AMERICAN FORK CITY, UTAH COUNTY, UTAH

CERTIFICATION:

TO: RITCHIE GROUP
1245 BRICKYARD RD.
SUITE 70
SALT LAKE CITY, UT 84106

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, & 11a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 2014.

DATE OF PLAT OR MAP: JUNE 8, 2015.

VICTOR E. HANSEN, PLS 176695

LEGAL DESCRIPTIONS:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS IS N00°24'14"W BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S00°15'12"E 410.65 FEET ALONG THE SECTION LINE AND WEST 373.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S89°45'34"E 237.96 FEET; THENCE S00°58'53"E 0.86 FEET; THENCE S89°40'35"E 272.60 FEET; THENCE N01°08'15"E 0.77 FEET; THENCE S89°28'00"E 136.44 FEET; THENCE S00°00'16"W 194.45 FEET; THENCE S00°29'09"W 308.87 FEET; THENCE S00°00'01"E 371.05 FEET; THENCE S00°00'02"E 825.01 FEET; THENCE S00°00'20"E 46.25 FEET; THENCE S90°00'00"W 192.99 FEET; THENCE N88°42'10"W 212.51 FEET; THENCE N00°01'40"E 883.34 FEET; THENCE N56°19'21"W 101.53 FEET; THENCE N67°35'21"W 19.83 FEET; THENCE N57°17'00"W 4.61 FEET; THENCE N67°56'34"W 133.68 FEET; THENCE N00°37'29"W 100.00 FEET; THENCE N00°49'39"W 1.42 FEET; THENCE N00°37'29"W 117.33 FEET; THENCE N87°33'09"W 1.47 FEET; THENCE N00°32'08"W 526.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.548 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS N00°24'14"W, BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

TITLE DOCUMENTS:

THIS ALTA/ACSM LAND TITLE SURVEY HAS BEEN PREPARED IN RELIANCE TO THE COMMITMENT FOR TITLE INSURANCE ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, ORDER NO: WT-2031, DATED SEPTEMBER 15, 2011, AND IS HEREBY MADE A PART OF THIS SURVEY.

CERTIFIED TABLE A ITEMS:

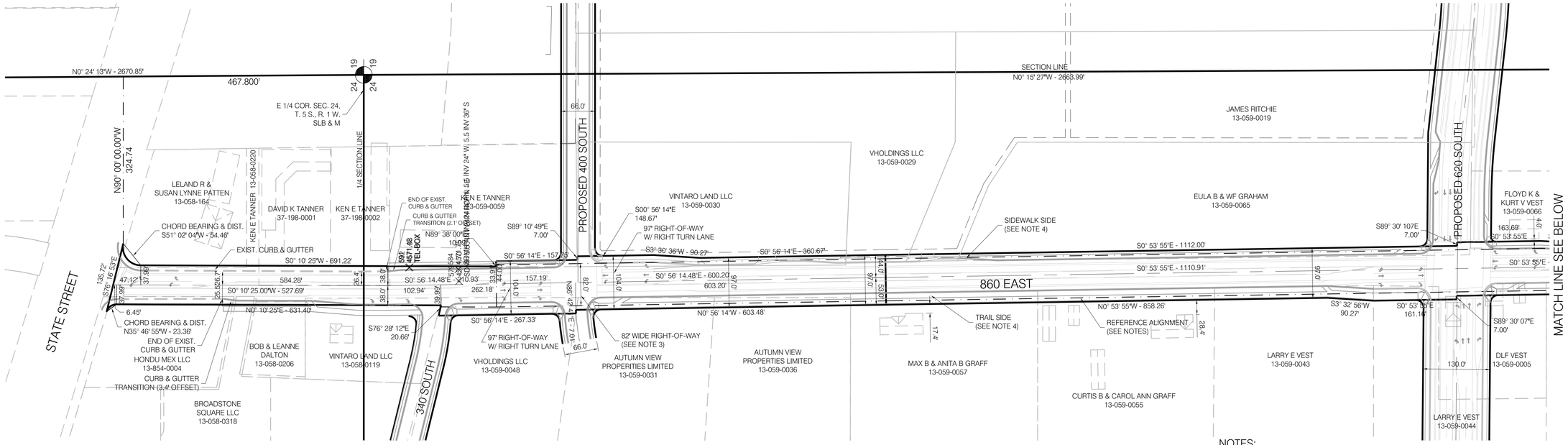
1. MONUMENTS PLACED OR FOUND: AS SHOWN.

4. GROSS LAND AREA: RIVULET APARTMENTS = 20.548 ACRES

11a. LOCATION OF UTILITIES - BASED ON OBSERVED EVIDENCE.

DRAWN BY: THK	SCALE: 1" = 100'	PROJECT #: 14-442-01 RITCHIE
APPROVED BY: VEH	DATE: JUNE 8, 2015	DRAWING: RITCHIE ALTA.dwg

H&H ENGINEERING & SURVEYING, INC.
42 NORTH 200 EAST ST., SUITE 1
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488

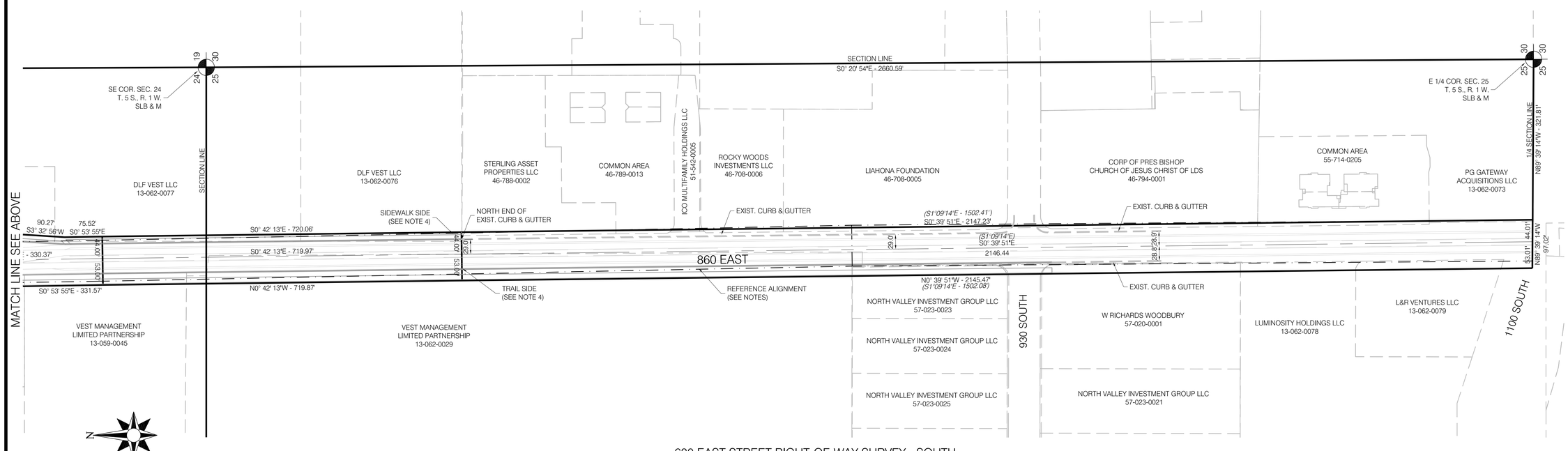


680 EAST STREET RIGHT-OF-WAY SURVEY - NORTH

PLAN VIEW — SCALE: 1"=100'

NOTES:

1. THE 860 EAST STREET ALIGNMENT, AS SHOWN ON THIS DRAWING, WAS DETERMINED FROM ACTUAL FIELD SURVEYS AND A REFERENCE PLAT PROVIDED BY AMERICAN FORK CITY AND PREPARED BY HORROCKS ENGINEERS.
2. THE CENTERLINE BEARINGS AND DISTANCES SHOWN ON THE REFERENCE PLAT WAS USED AS THE PRIMARY BASIS FOR THIS ALIGNMENT, EXCEPT WHERE EXISTING SURVEYED FEATURES, PRIMARILY CURB & GUTTER, DID NOT FIT WITHIN THE ALIGNMENT SHOWN ON THE REFERENCE PLAT. DEVIATIONS FROM THE REFERENCE PLAT ARE NOTED ON THIS DRAWING BY SHOWING THE REFERENCE PLAT BEARING IN PARANTHESIS. FOR EXAMPLE *(S01°09'14"E)*.
3. THE REFERENCE PLAT SHOWS A RIGHT-OF-WAY WIDTH OF 82 FEET. THIS DRAWING SHOWS A RIGHT-OF-WAY WIDTH OF 97 FEET AS DIRECTED BY AMERICAN FOR CITY.
4. THE CENTERLINE BEARINGS & DISTANCES SHOWN ARE TO PAVEMENT CENTERLINES. THE 97 FOOT WIDE ROAD DOES NOT HAVE A SYMETRICAL CROSS SECTION. THEREFORE THE "TRAIL" SIDE OF THE RIGHT-OF-WAY IS WIDER THAN THE "SIDEWALK" SIDE OF THE RIGHT-OF-WAY.



680 EAST STREET RIGHT-OF-WAY SURVEY - SOUTH

PLAN VIEW — SCALE: 1"=100'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
860 EAST ALIGNMENT

GENERAL NOTES

1. City of American Fork, A.P.W.A, Utah Chapter and Utah Department of Transportation Construction and Material Specifications, current editions, and any supplements thereto (hereafter referred to as Standard Specifications), shall govern all construction items unless otherwise noted. If a conflict between specifications is found, the more strict specification will apply as decided by the City Engineer. Item Numbers listed refer to City of American Fork Item Numbers unless otherwise noted.

2. The City Engineer will not be responsible for means, methods, procedures, techniques, or sequences of construction that are not specified herein. The City Engineer will not be responsible for safety on the work site, or for failure by the Contractor to perform work according to contract documents.

3. The Developer or Contractor shall be responsible to obtain all necessary permits including but not limited to Road Cut Permits and Notices of Intent (NOI), Building Permits, etc.

4. The Contractor shall notify the City of American Fork, Public Works Department in writing at least 7 working days prior to beginning construction and request a pre-construction meeting. Bond for public improvements and inspection fees must be paid in full prior to requesting a pre-construction meeting.

5. The Contractor shall be solely responsible for complying with all federal, state and local safety requirements including the Occupational Safety and Health Act of 1970. The Contractor shall exercise precaution always for the protection of persons (including employees) and property. It shall also be the sole responsibility of the Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work, including the requirements for confined spaces per 29 CFR 1910.146.

6. Following completion of construction of the site improvements and before requesting occupancy, a proof survey shall be provided to the City of American Fork, Public Works Department, that documents "as _ built" elevations, dimensions, slopes and alignments of all elements of this project. The proof survey shall be prepared, signed and submitted by the Professional Engineer who sealed the constructions drawings.

7. The Contractor shall restrict construction activity to public right_of_way and areas defined as permanent and/or temporary construction easements, unless otherwise authorized by the City Engineer.

8. The Contractor shall carefully preserve benchmarks, property corners, reference points, stakes and other survey reference monuments or markers. In cases of willful or careless destruction, the Contractor shall be responsible for restorations. Resetting of markers shall be performed by a License Utah Professional Surveyor as approved by the City Engineer.

9. Non_rubber tired vehicles shall not be moved on or across public streets or highways without the written permission of the City Engineer.

10. The Contractor shall restore all disturbed areas to equal or better condition than existed before construction. Drainage ditches or watercourses that are disturbed by construction shall be restored to the grades and cross_sections that existed before construction.

11. Tracking or spilling mud, dirt or debris upon streets, residential or commercial drives, sidewalks or bike paths is prohibited. Any such occurrence shall be cleaned up immediately by the Contractor at no cost to the City. If the Contractor fails to remove said mud, dirt, debris, or spillage, the City reserves the right to remove these materials and clean affected areas, the cost of which shall be the responsibility of the Contractor.

12. Disposal of excess excavation within Special Flood Hazard Areas (100-year floodplain) must be approved by the City Engineer.

13. All signs, landscaping, structures or other appurtenances within right-of-way disturbed or damaged during construction shall be replaced or repaired to the satisfaction of the City Engineer. The cost of this work shall be the responsibility of the Contractor.

14. All field tile broken or encountered during excavation shall be replaced or repaired and connected to the public storm sewer system as directed by the City Engineer. The cost of this work shall be the responsibility of the Contractor.

15. All precast concrete products shall be inspected at the location of manufacture. Approved precast concrete products will be stamped or have such identification noting that inspection has been conducted by the City of American Fork. Precast concrete products without proof of inspection shall not be approved for installation.

16. All trenches within public right-of-way shall be backfilled according to the approved construction drawings or securely plated during nonworking hours.

17. Trenches outside these areas shall be backfilled or shall be protected by approved temporary fencing or barricades during nonworking hours. Clean up shall follow closely behind the trenching operation.

18. All trees within the construction area not specifically designated for removal shall be preserved, whether shown or not shown on the approved construction drawings. Trees to be preserved shall be protected with high visibility fencing placed a minimum 15 feet from the tree trunk. Trees 6 - inches or greater at DBH (Diameter Breast Height) must be protected with fencing placed at the critical root zone or 15 feet, whichever is greater.

19. Trees not indicated on the approved construction drawings for removal may not be removed without prior approval of the Division of Engineering.

20. Permits to construct in the right-of-way of existing streets must be obtained from the City of American Fork, Public Works Department before commencing construction.

21. The Contractor shall be responsible for the condition of trenches within the right-of-way and public easements for a period of one year from the final acceptance of the work, and shall make any necessary repairs at no cost to the City.

22. Pavements shall be cut in neat, straight lines the full depth of the existing pavement, or as required by the City Engineer.

23. The replacement of driveways, handicapped ramps, sidewalks, bike paths, parking lot pavement, etc. shall be provided according to the approved construction drawings and the City of American Fork standard construction drawings.

24. Any modification to the work shown on drawings must have prior written approval by the City Engineer.

25. Traffic control and other regulatory signs shall comply with the Utah Department of Transportation Traffic Control guidelines and MUTCD Manual, current edition

26. Public street signs shall meet all City of American Fork specifications with lettering colored in white displayed over a green background.

27. Private street signs shall meet all City of American Fork specifications with lettering colored in white displayed over a blue background

UTILITIES

1. The Contractor shall give notice of intent to construct to Blue Stake (telephone number 800_662-4111) at least 2 working days before start of construction.

2. The identity and locations of existing underground utilities in the construction area have been shown on the approved construction drawings as accurately as provided by the owner of the underground utility. The City of American Fork and the City Engineer assumes no responsibility for the accuracy or depths of underground facilities shown on the approved construction drawings. If damage is caused, the Contractor shall be responsible for repair of the same and for any resulting contingent damage.

3. Location, support, protection and restoration of all existing utilities and appurtenances, whether shown or not shown on the approved construction drawings, shall be the responsibility of the Contractor.

4. When unknown or incorrectly located underground utilities are encountered during construction, the Contractor shall immediately notify the owner and the City Engineer.

TRAFFIC CONTROL

1. Traffic control shall be furnished, erected, maintained, and removed by the Contractor according to Utah Department Of Transportation, Traffic Control guidelines or Manual of Uniform Traffic Control Devices, current edition.

2. All traffic lanes of public roadways shall be fully open to traffic from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM unless authorized differently by the City Engineer.

3. At all other hours the Contractor shall maintain minimum one _ lane two _ way traffic. Traffic circulation must be supervised by a Certified Flagger.

4. Steady _ burning, Type "C" lights shall be required on all barricades, drums, and similar traffic control devices in use at night.

5. Access from public roadways to all adjoining properties for existing residents or businesses shall be maintained throughout the duration of the project for mail, public water and sanitary sewer service, and emergency vehicles.

6. The Contractor shall provide a traffic control plan detailing the proposed maintenance of traffic procedures. The traffic control plan must incorporate any traffic control details contained herein.

7. The traffic control plan proposed by the Contractor must be approved by the City Engineer prior to construction.

8. Traffic Control requiring road closures and/ or detouring must be approved by the City Council.

EROSION AND SEDIMENT CONTROL

1. The Contractor or Developer is responsible for submitting a Notice of Intent (NOI) to be reviewed and approved by the Utah DWQ.

2. The NOI must be submitted to DWQ 45 days prior to the start of construction and may entitle coverage under the Utah DWQ General Permit for Storm Water Discharges associated with construction activity. A project location map must be submitted with the NOI.

3. A sediment and erosion control plan must be submitted to the City Engineer for approval if a sediment and erosion control plan has not already been included with the approved construction drawings. This plan must be made available at the project site at all times.

4. A UPDES Storm water Discharge Permit may be required. The Contractor shall be considered the Permittee.

5. The Contractor shall provide sediment control at all points where storm water runoff leaves the site, including waterways, overland sheet flow, and storm sewers.

6. Accepted methods of providing erosion/sediment control include but are not limited to: sediment basins, silt filter fence, aggregate check dams, and temporary ground cover. Hay or straw bales are not permitted.

7. The Contractor shall provide adequate drainage of the work area at all times consistent with erosion control practices.

8. Disturbed areas that will remain un-worked for 30 days or more shall be seeded or protected within seven calendar days of the disturbance.

9. Other sediment controls that are installed shall be maintained until vegetative growth has been established. The Contractor shall be responsible for the removal of all temporary sediment devices at the conclusion of construction but not before growth of permanent ground cover.

GENERAL WATER & IRRIGATION LINES

1. All potable and pressurized irrigation line materials shall be provided and installed in accordance with current specifications of the City of American Fork, Water Department.

2. Pressure testing shall be performed in accordance with the City of American Fork, Construction and Material Specifications.

3. The Contractor shall notify the City of American Fork, Water Department at (801) 763 3060 at least 24 hours before tapping into existing water lines.

4. All water main stationing shall be based on street centerline stationing.

5. All bends, joint deflections and fittings shall be backed with concrete per City of American Fork standards.

6. The Contractor shall give written notice to all affected property owners at least 1 working day but not more than 3 working days prior to any temporary interruption of water service. Interruption of water service shall be minimized and must be approved by the City Engineer.

POTABLE WATER

1. All public water pipe with a diameter 3 inches to 8 inches shall be Ductile Iron, Class 53. Public water pipe 12 inches in diameter or larger shall be Ductile Iron, Class 54.

2. Only fire hydrants conforming to City of American Fork standards will be approved for use.

3. The Contractor shall paint all fire hydrants according to City of American Fork standards. The cost of painting fire hydrants shall be included in the contract unit price for fire hydrants.

4. All potable water lines shall be disinfected according to City of American Fork Standard specifications. Special attention is directed to applicable sections of American Water Works Association specification C_651, particularly for flushing (Section 5) and for chlorinating valves and fire hydrants (Section 7).

5. When water lines are ready for disinfection, the Contractor shall submit two (2) sets of "as-built" plans, and a letter stating that the water lines have been pressure tested and need to be disinfected, to the City of American Fork, Water Department.

6. No water taps or service connections (e.g., to curb stops or meter pits) may be issued until adjacent public water lines serving the construction site have been disinfected by the City of American Fork, Water Department and have been accepted by the Public Works Department.

7. All water lines shall be placed at a minimum depth of 4 feet measured from top of finished grade to top of water line. Water lines shall be set deeper at all points where necessary to clear existing or proposed utility lines or other underground restrictions by a minimum of 18 inches.

PRESSURIZED IRRIGATION

1. All pressurized irrigation pipe, valves and appurtenances shall be installed in accordance with the City of American Fork, Public Works Department standards and specifications.

2. Drain lines and valves shall be located at all low points. Drain lines shall drain into storm drain structures or into an existing conveyance ditch.

3. Valve boxes on pressurized irrigation systems shall be stamped with the word "IRRIGATION" on the circular shaped lid with the inside being painted purple.

SANITARY SEWER

1. Sanitary sewage collection systems shall be constructed in accordance with the rules, regulations, standards and specifications of the City of American Fork, Public Works Department and the Utah Department of Health Code and Regulations.

2. The minimum requirements for sanitary sewer pipe with diameters 15 inches and smaller shall be reinforced concrete pipe ASTM C76 Class 3, or PVC sewer pipe ASTM D3034, SDR 35.

3. Pipe for 6-inch diameter house service lines shall be PVC pipe ASTM D3034, SDR 35. PVC pipe shall not be used at depths greater than 28 feet. Pipe materials and related structures shall be shop tested in accordance with City of American Fork Construction Inspection Division quality control requirements.

4. All manhole lids shall be provided with continuous self_sealing gaskets.

5. The approved construction drawings shall show where bolt_down lids are required.

6. Sanitary sewer manholes shall be precast concrete or as approved by the City Engineer and conform to the City of American Fork sanitary manhole standard drawing. Manhole lids shall include the word SEWER.

7. All PVC sewer pipes shall be deflection tested no less than 60 days after completion of backfilling operations.

7. At the determination of the City Engineer, the Contractor may be required to perform a TV inspection of the sanitary sewer system prior to final acceptance by the City. This work shall be completed by the Contractor at his expense.

8. Visible leaks or other defects observed or discovered during TV inspection shall be repaired to the satisfaction of the Engineer.

9. Roof drains, foundation drains, field tile or other clean water connections to the sanitary sewer system are strictly prohibited according to the American Fork Code of Ordinances.

10. All water lines shall be located at least 10 feet horizontally and 18 inches vertically, from sanitary sewers and storm sewers, to the greatest extent practicable.

11. Where sanitary sewers cross water mains or other sewers or other utilities, trench backfill shall be placed between the pipes crossing and shall be compacted granular material according to the city Standard Specifications. In the event that a water line must cross within 18 inches of a sanitary sewer, the sanitary sewer shall be concrete encased or consist of ductile iron pipe material.

12. Existing sanitary sewer flows shall be maintained at all times. Costs for pumping and bypassing shall be included in the Contractor's unit price bid for the related items.

13. The Contractor shall furnish all material, equipment, and labor to make connections to existing manholes.

14. All sewer lines shall be placed at a minimum depth of 4 feet measured from top of finished grade to top of sewer line.

STORM SEWER

1. All storm water detention and retention areas and major flood routing swales shall be constructed to finish grade and hydro _ seeded and hydro _ mulched according to the City of American Fork Standard Specifications.

2. Where private storm sewers connect to public storm sewers, the last run of private storm sewer connecting to the public storm sewer shall be Reinforced Concrete Pipe conforming to ASTM Designation C76, Wall B, Class IV for pipe diameters 12 inches to 15 inches, Class III for 18 inches to 24 inch pipes, and 27 inches and larger pipe shall be Class II, unless otherwise shown on the approved construction drawings.

3. Granular backfill shall be compacted granular material according to American Fork City Standard Specifications.

4. All public storm sewers shall be Reinforced Concrete Pipe conforming to ASTM Designation C76, Wall B, Class IV for pipe diameters 12 inches to 15 inches, Class III for 18 inches to 24 inch pipes, and 27 inches and larger pipe shall be Class II, unless otherwise shown on the approved construction drawings.

5. Headwalls and end walls shall be required at all storm sewer inlets or outlets to and from storm water management facilities. Natural stone and/or brick approved by the City Engineer shall be provided on all visible headwalls and/or end walls surfaces.

6. Storm inlets or catch basins shall be channelized and have bicycle safe grates. Manhole lids shall include the word STORM.

7. Storm sewer outlets greater than 18 inches in diameter accessible from storm water management facilities or watercourses shall be provided with safety grates, as approved by the City Engineer.

STRIPING AND SIGNING

1. All striping must be done following Utah Department of Transportation guidelines and MUTCD Manual recommendations, current edition.

2. All signing must be done following MUTCD Manual recommendations, current edition.

3. Only sand-blasting is allowed for removal of existing striping.

4. Contractor is responsible for removal of conflicting existing striping.

5. Materials used for striping must comply with the Utah Department of Transportation standard specifications.

MAIL DELIVERY

1. The Contractor shall be responsible to ensure that US Mail delivery within the project limits is not disrupted by construction operations.

2. This responsibility is limited to relocation of mailboxes to a temporary location that will allow the completion of the work and shall also include the restoration of mailboxes to their original location or approved new location.

3. Any relocation of mailbox services must be first coordinated with the US Postal Service and the homeowner.

4. Before relocating any mailboxes, the Contractor shall contact the U.S. Postal Service and relocate mailboxes according to the requirements of the Postal Service.

USE OF FIRE HYDRANTS

1. The Contractor shall make proper arrangements with the American Fork City, Water Department for the use of fire hydrants when used for work performed under this project's approval.

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
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DATE:	July 28, 2014
HOR SCALE:	N/A
VER SCALE:	N/A
ENGINEER:	VH
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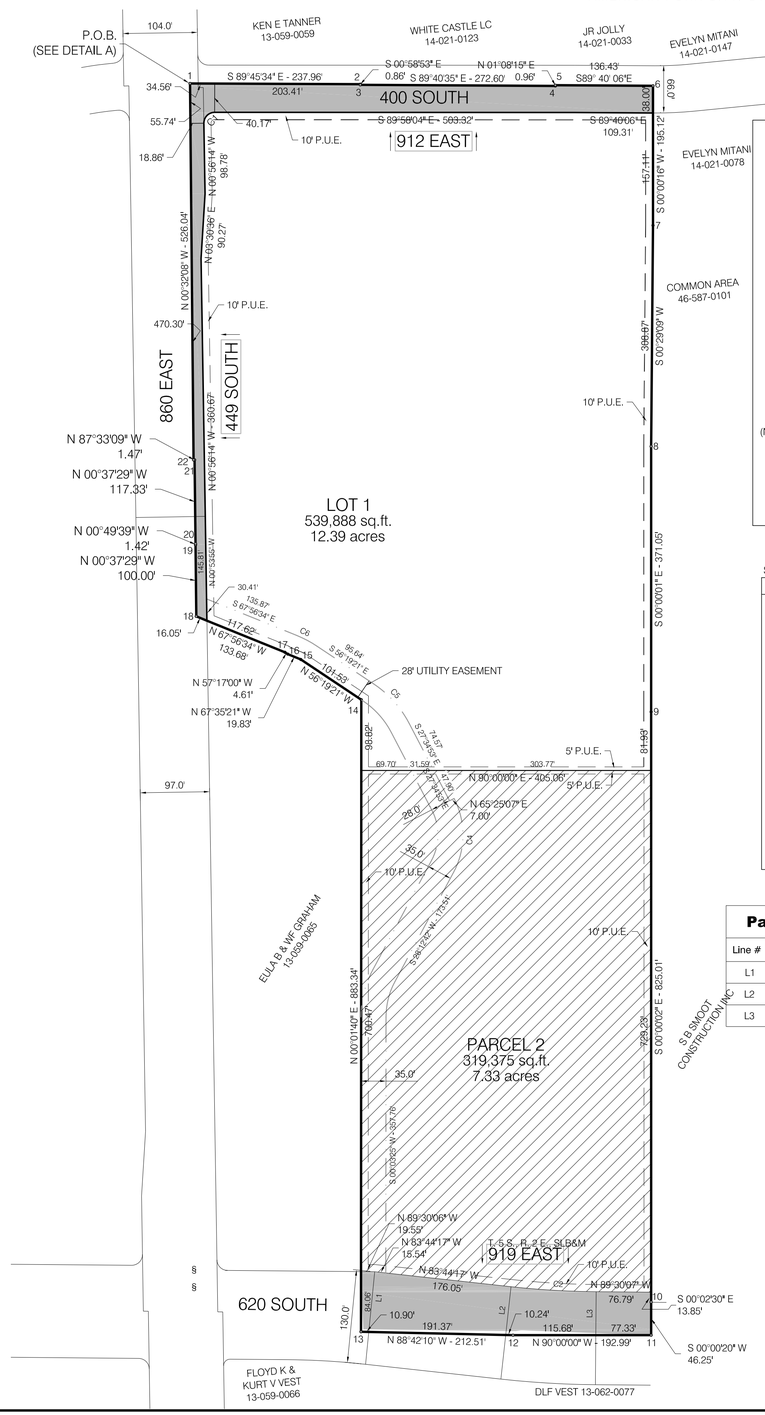
CHECKED:	VH

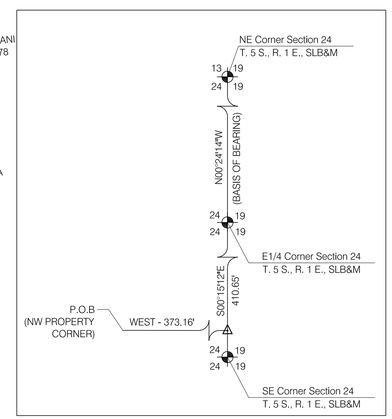
TITLE
GENERAL NOTES

A SUBDIVISION IN AMERICAN FORK CITY
RIVULET SUBDIVISION

A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH





DETAIL "A"
(TIE TO SECTION CORNERS)

STATE PLANE COORDINATES

No.	Northing	Easting
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2	7303156.6561	1564222.4350
3	7303155.7966	1564222.4497
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6	7303154.4248	1564631.3815
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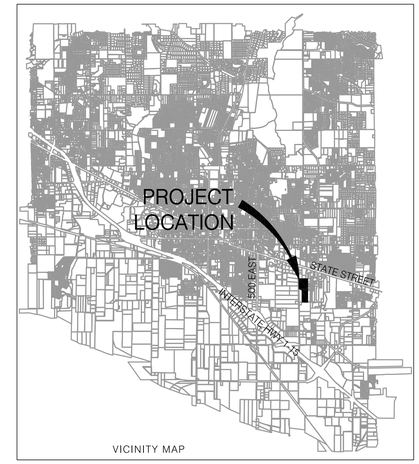
N

0 50' 100' 200'

1"=100'

LEGEND

- Section Corner
- Street Monument
- Property Corner
- Street Light
- Fire Hydrant
- Section Line
- Property Line
- Easement Line
- Road Dedicated to A.F. City
- Area Aquired by A.F. City
- No Basements Allowed



VICINITY MAP

NOTES:

OFF-SET PINS TO BE PLACED ON THE BACK OF THE CURB AND ⅝"x18" REBAR WITH THE SURVEYOR'S LICENSE NUMBER CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO ANY OCCUPANCY.

BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL
1) ASPHALT PAVING IS INSTALLED
2) FIRE HYDRANTS ARE INSTALLED, APPROVED AND CHARGED.

PARK-STRIP ALONG PUBLIC RIGHT OF WAY TO BE MAINTAINED BY HOME OWNER OR H.O.A.

ALL PRIVATE ROADS AND PARK/DETENTION TO BE P.U.E.

THIS DEVELOPMENT IS ADJACENT TO AN AGRICULTURAL USE AND IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, AND OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE.

SENSITIVE LAND OVERLAY ZONE NOTES:

1. The construction of this project shall conform to the American Fork City Sensitive Land Overlay Zone Ordinance and its latest amendment.
2. All groundwater drains within this project are privately owned and maintained by the Home Owner Association or the property owner it serves.
3. Each lot requires a site specific special inspection by the City Engineer and the project's geotechnical engineer to evaluate any potential negative impacts of the groundwater table at the time of issuing a Building Permit.
4. Each lot to conform to the Precise Grading Sheet as approved by the Engineering Division and filed with the Building Division.
5. No footing, eaves, window wells or other improvement connected to structures are allowed to be placed within the Public Utility Easement.
6. The construction of this project shall conform to the recommendations from the geotechnical report submitted for review and approval.
7. The contractor is responsible for the removal of collapsible soils within the buildable area, road improvements and underground utilities.

All Culinary water, secondary water, sanitary sewer, and storm sewer facilities within this site are considered privately owned and maintained. The owner(s)/developer is responsible to ensure proper construction, replacement, repair, operation, and maintenance according to American Fork City and State of Utah standards. Owner(s) acknowledges the right of the City to inspect, and test these facilities and make necessary repairs and or other actions when the Owner fails to do so. The development ownership will be charged for any cost incurred by the City. Culinary water facilities are considered part of the City's public water system for the purposes of testing and reporting as required by the State of Utah as set forth in section R309 of the Utah Administrative Code and all other codes and laws of the State. Utility easements dedicated to American Fork remain in force irrespective of the status of the utilities as private and are intended to provide American Fork City access in the event of failure to perform by the Owner. For more information see also separately recorded agreement where applicable.

GEOTECHNICAL REPORT

This property is subject to the findings of a Geotechnical Study dated February 7, 2007 performed by Earthtec Engineering and recorded as Entry No._____, in the office of the Utah County Recorder.

Parcel Line Table

Line #	Length	Direction
L1	84.54	N5° 37' 30.73"E
L2	67.98	N6° 15' 42.66"E
L3	60.78	N0° 29' 53.27"E

Curve Table

Curve #	Length	Tangent	Radius	Delta	Chord Direction	Chord Length
C1	23.81'	15.25'	15.00'	90°56'20"	S44°32'51"W	21.39'
C2	119.29'	59.69'	1185.82'	5°45'49"	S86°37'12"E	119.24'
C4	107.12'	58.23'	110.00'	55°47'36"	N00°18'55"E	102.93'
C5	74.24'	37.92'	148.00'	28°44'28"	N41°57'07"W	73.46'
C6	32.04'	16.08'	158.00'	11°37'13"	N62°07'57"W	31.99'

H&H ENGINEERING & SURVEYING, INC
233 E. MAIN ST, STE 2 - AMERICAN FORK, UT 84003
TEL: (801) 756-2488 FAX: (801) 756-3499

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligation or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners' Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-Way department at 1-800-366-6532.

Questar Gas _____ Date _____

1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
(1) a recorded easement or right-of-way,
(2) the law applicable to prescriptive rights,
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities or
(4) any other provision of law.

Rock Mountain Power _____ Date _____

BASIS OF BEARING

BASIS OF BEARING AS SHOWN ON THIS PLAT IS BASED ON NAD 83 STATE PLANE COORDINATES, UTAH CENTRAL ZONE, AND INFORMATION AVAILABLE AT THE UTAH COUNTY RECORDER'S OFFICE.

FLOOD ZONE DESIGNATION

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

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20 _____, BY THE WATER AND SEWER AUTHORITY.

_____
PUBLIC WORKS DEPARTMENT DIRECTOR

SURVEYOR'S CERTIFICATE

I, VICTOR E. HANSEN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 176695 AS PRESCRIBED UNDER 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 BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THE BASIS OF BEARINGS IS N00°24'14"W BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 24, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S00°15'12"E 410.65 FEET ALONG THE SECTION LINE AND WEST 373.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S89°45'34"E 237.96 FEET; THENCE S00°58'53"E 0.86 FEET; THENCE S89°40'35"E 272.60 FEET; THENCE N01°08'15"E 0.77 FEET; THENCE S89°28'00"E 136.44 FEET; THENCE S00°00'16"W 194.45 FEET; THENCE S00°29'09"W 308.87 FEET; THENCE S00°00'01"E 371.05 FEET; THENCE S00°00'02"E 825.01 FEET; THENCE S00°00'20"E 46.25 FEET; THENCE S90°00'00"W 192.99 FEET; THENCE N88°42'10"W 212.51 FEET; THENCE N00°01'40"E 883.34 FEET; THENCE N56°19'21"W 101.53 FEET; THENCE N67°35'21"W 19.83 FEET; THENCE N57°17'00"W 4.61 FEET; THENCE N67°56'34"W 133.68 FEET; THENCE N00°37'29"W 100.00 FEET; THENCE N00°49'39"W 1.42 FEET; THENCE N00°37'29"W 117.33 FEET; THENCE N87°33'09"W 1.47 FEET; THENCE N00°32'08"W 526.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.548 ACRES, MORE OR LESS.

_____ DATE _____ SURVEYOR (SEE SEAL BELOW)

OWNER'S DEDICATION

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

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____DAY OF _____, A.D. 20 _____.

OWNER OWNER
OWNER OWNER

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF UTAH

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

MY COMMISSION EXPIRES _____ _____ NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

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

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

PLANNING COMMISSION APPROVAL

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

PLANNER PLANNING COMMISSION CHAIRMAN

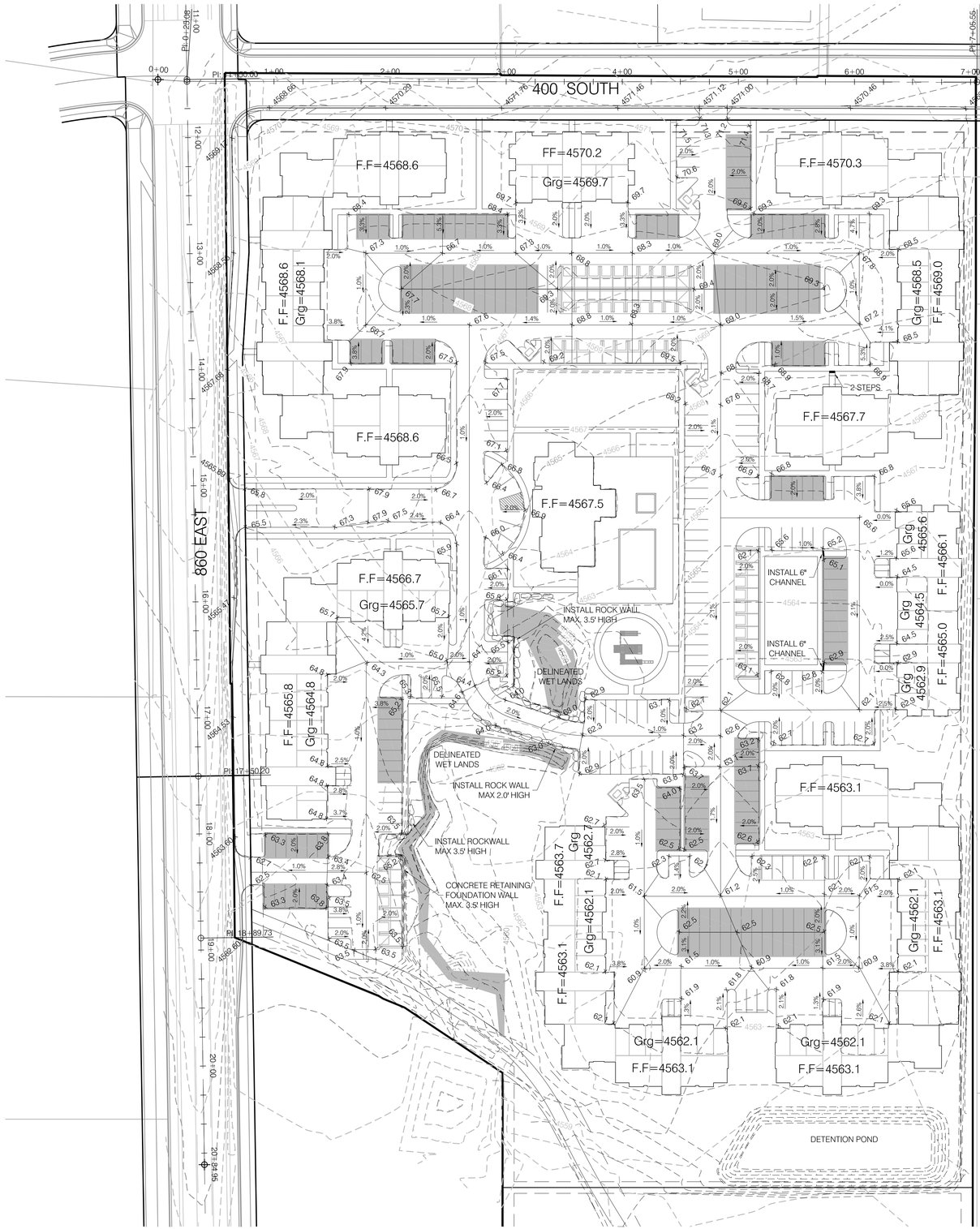
RIVULET SUBDIVISION

A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE 1" = 40 FEET

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



GENERAL NOTES:

1. The Contractor shall be responsilbe for obtaining all permits required to perform the work indicated on this document.
2. All work shall be performed in accordance with the American Fork City, A.P.W.A. Utah Chapter Construction and Material Specifications and in accordance with the project Geotechnical Study, dated July 18, 2014 and prepared by Earthtec Engineering..
3. The Contractor shall prepare all Traffic Control Plans in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and as modified by the UDOT supplement to the MUTCD.
4. At least two (2) days prior to digging, grading or excavating the Contractor shall notify the Utility Notification Center of Utah and have the existing underground utilities marked on the ground. The Contractor shall be responsible for the location and/or repair of any existing underground utility whether shown on the plans or not.
5. Prior to commencement of any work, a Pre-Construction Meeting will be held with the Publlic Works Director, Chief Building Official, City Inspectors, the Contractor and the Property Owner.
6. The Contractor shall be responsible for submitting an Erosion and Sedimentation Control Plan to the Public Works Director.
7. All existing utilites and improvements shall be protected from damage.
8. Compaction Reports shall be submitted to the City's Building & Public Works Department on a weekly basis.
9. Grading and compaction shal be completed in accordance with American Fork City Design Guidelines and the Project Geotechnical Report. The site shall be cleared and grubbed and all fills in lifts no greater than 12" compacted to No Greater than 90% of the Maximum Dry Density as measured by AASHTO-T99.
10. Contractor shall provide on-site Fire Protection while grading.
11. Roof drains shall drain to the parking lot and collected in the storm drainage system. Rear roof drains shall be piped to the front of the building.

LABELING NOTES:

1. All elevations shown in parking areas are to top of pavement. Top of curb is 0.5' (6 inches above the pavement elevations.

LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Proposed Major Contour Line
	Proposed Minor Contour Line

NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

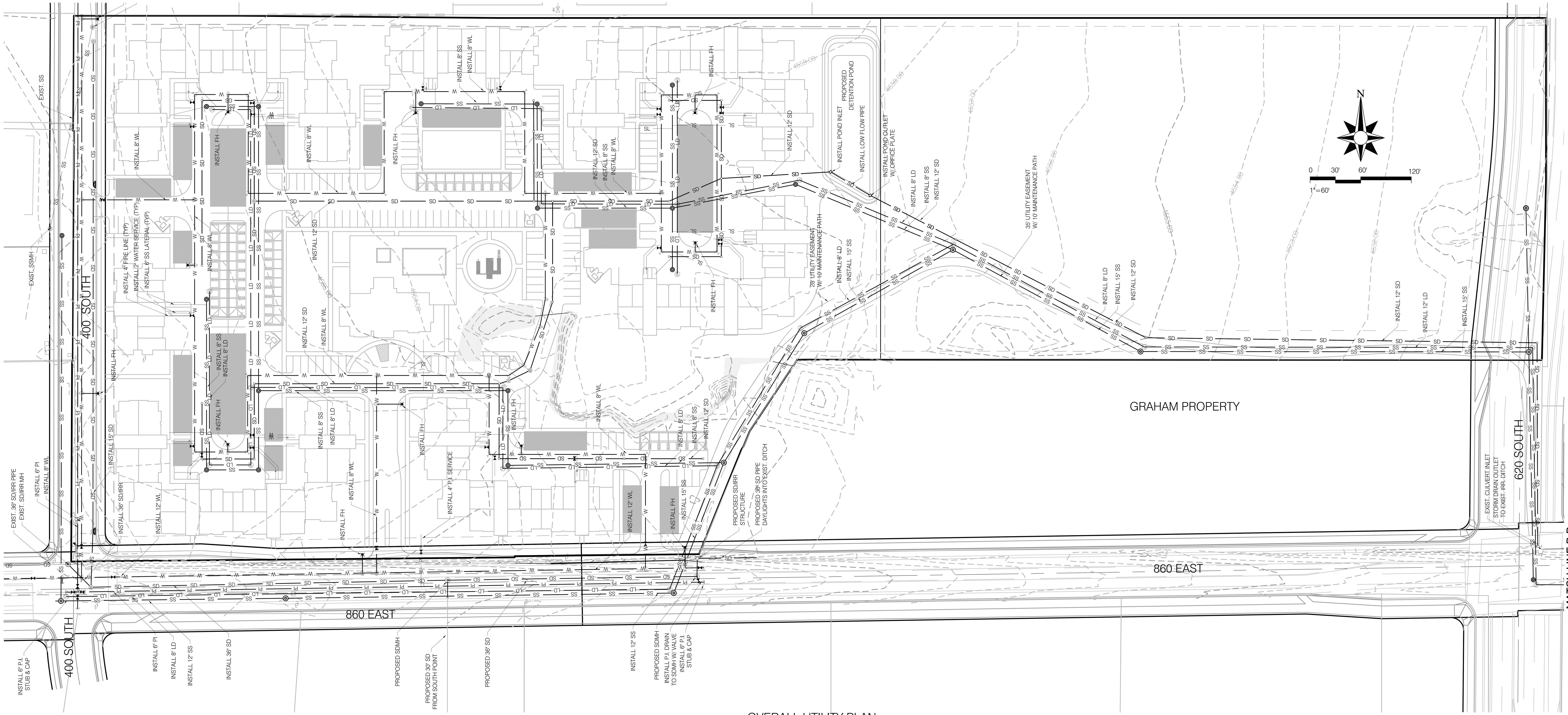
H&H
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499
ENGINEERING & SURVEYING, INC.

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

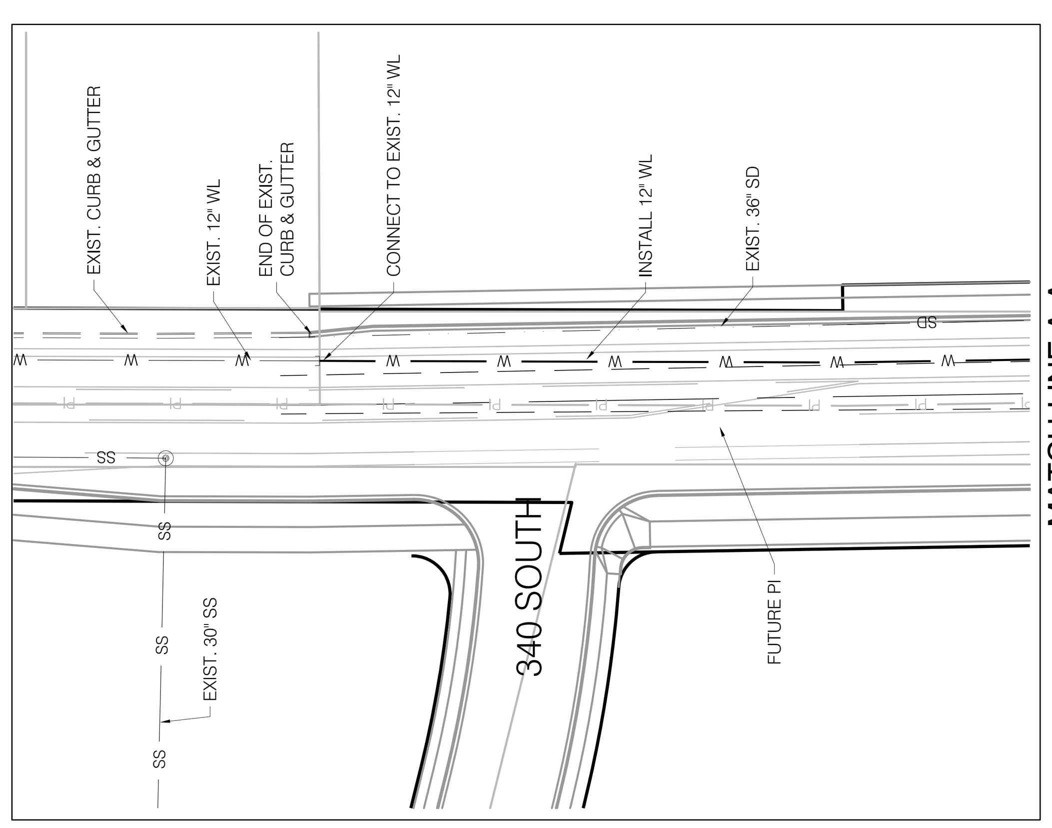
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GRADING PLAN

SHEET
CG-01



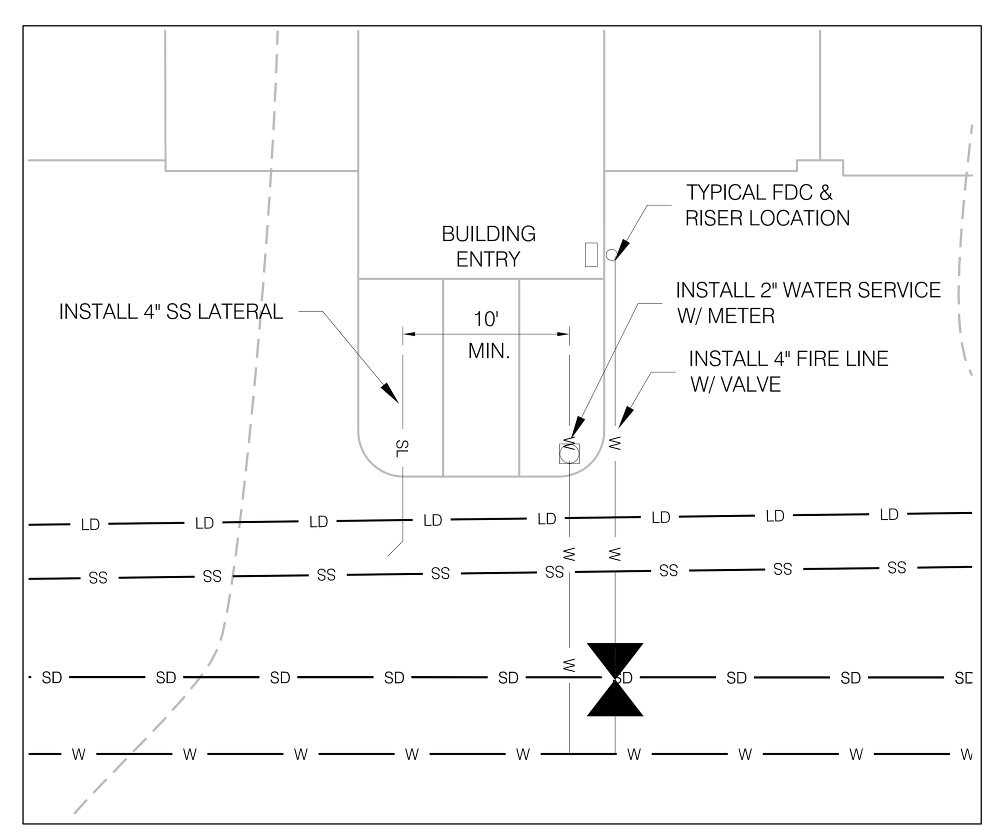
OVERALL UTILITY PLAN



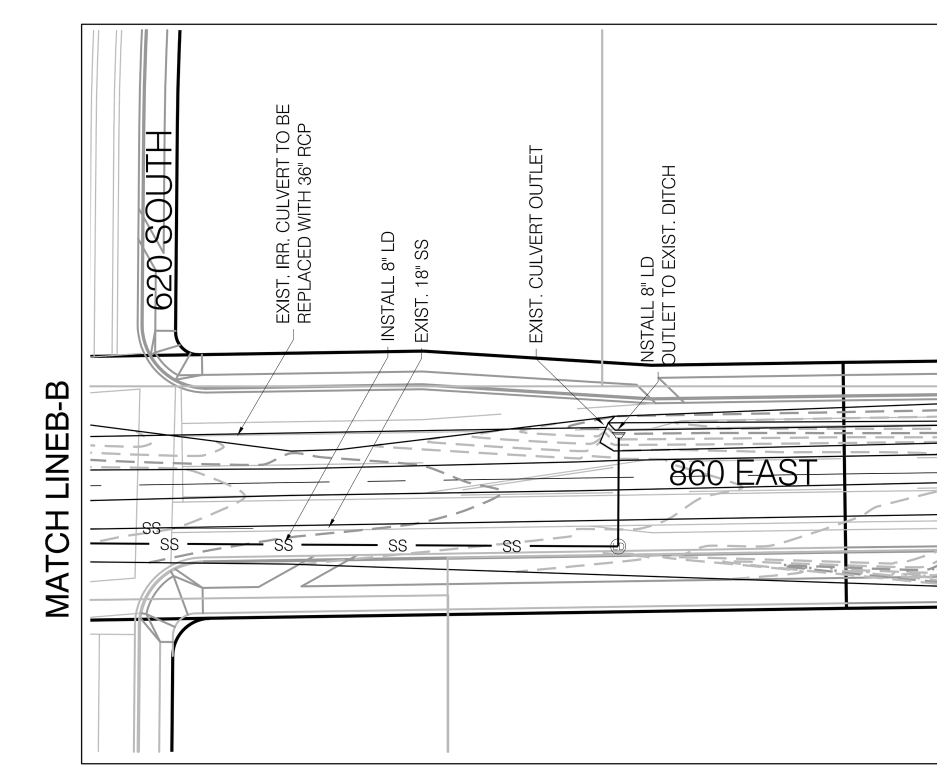
MATCH LINE A-A

LEGEND

- Section Line
- Boundary Line
- Lot Line
- Center Line
- Right-Of-Way Line
- Easement Line
- Set Back Line
- W — Existing Potable Water
- SS — Existing Sanitary Sewer
- PI — Existing Secondary Water
- SD — Existing Storm Drain
- GAS — Existing Gas Line
- FO — Existing Fiber Optics
- TEL — Existing Telephone Cable
- P — Existing Power Cable
- X — Existing Fence Line
- Existing Major Contour Line
- Existing Minor Contour Line
- W — Proposed Potable Water
- SS — Proposed Sanitary Sewer
- PI — Proposed Secondary Water
- SD — Proposed Storm Drain
- GAS — Proposed Gas Line
- FO — Proposed Fiber Optics
- TEL — Proposed Telephone Cable
- Proposed Power Cable
- Proposed Major Contour Line
- Proposed Minor Contour Line



TYPICAL UTILITY SERVICES



MATCH LINE B-B

NO.	DATE	DESCRIPTION
3	07-16-15	TRC Review Comments
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:

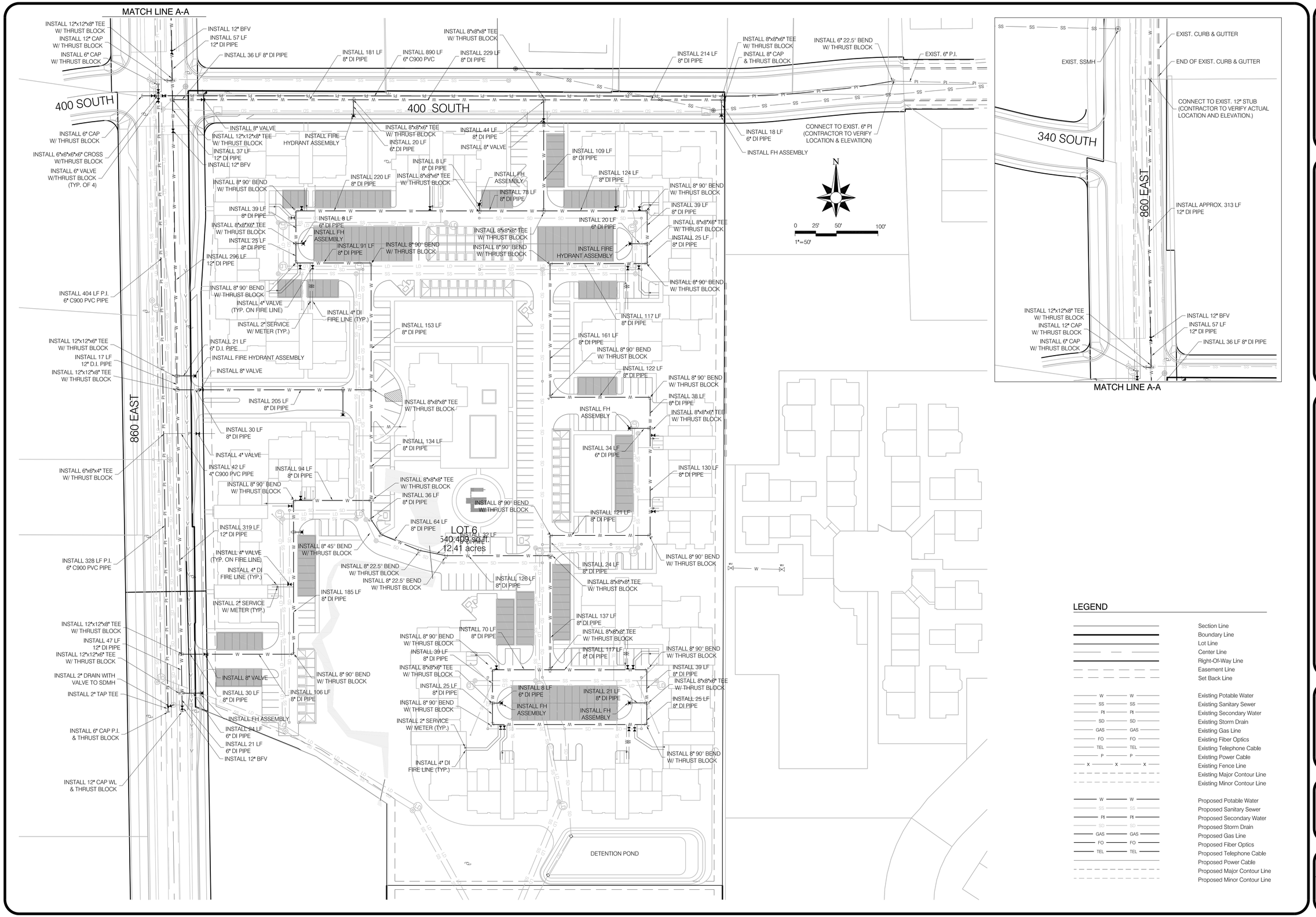
RIVULET APARTMENTS

680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO: 14-442-01
DATE: July 28, 2014
HOR SCALE: 1"=50'
VER SCALE: N/A
ENGINEER: VH
DRAFTED: BS
CHECKED: VH

TITLE
OVERALL UTILITY PLAN

8 OF 23
SHEET
CU-01



LEGEND

	Section Line
	Boundary Line
	Lot Line
	Center Line
	Right-Of-Way Line
	Easement Line
	Set Back Line
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
GAS GAS	Existing Gas Line
FO FO	Existing Fiber Optics
TEL TEL	Existing Telephone Cable
P P	Existing Power Cable
X X X	Existing Fence Line
	Existing Major Contour Line
	Existing Minor Contour Line
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
GAS GAS	Proposed Gas Line
FO FO	Proposed Fiber Optics
TEL TEL	Proposed Telephone Cable
	Proposed Power Cable
	Proposed Major Contour Line
	Proposed Minor Contour Line

NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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AMERICAN FORK, UTAH 84003
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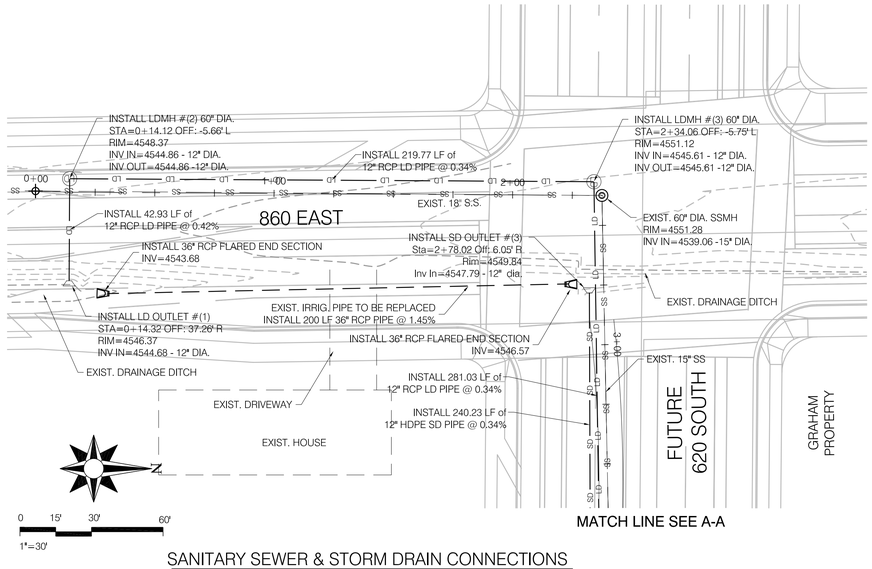
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=50'
VER SCALE:	N/A
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

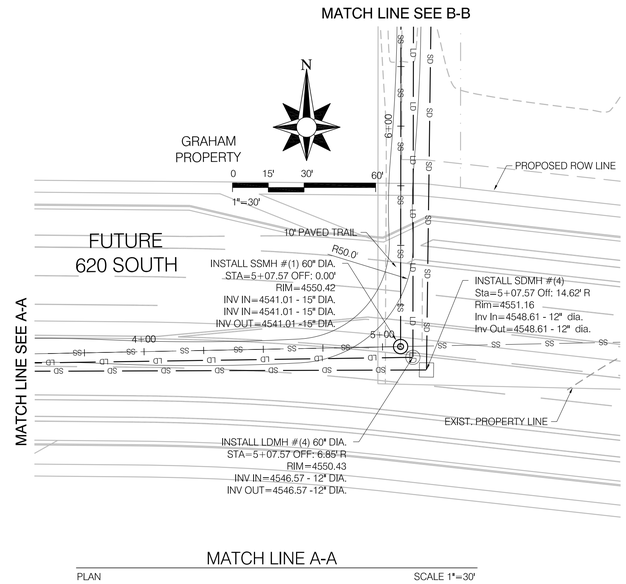
TITLE
WATER PLAN

SHEET
CU-02



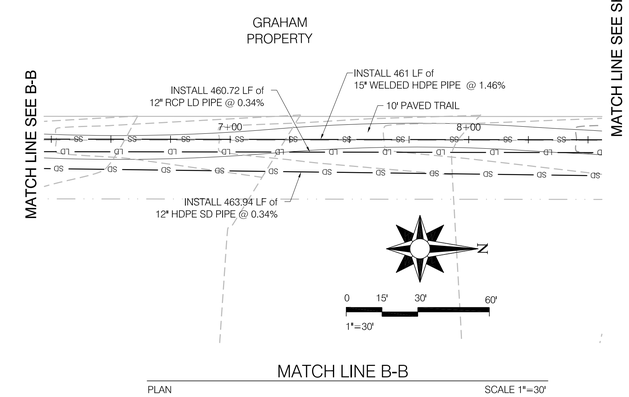
SANITARY SEWER & STORM DRAIN CONNECTIONS

PLAN SCALE 1"=30'



MATCH LINE A-A

PLAN SCALE 1"=30'



MATCH LINE B-B

PLAN SCALE 1"=30'

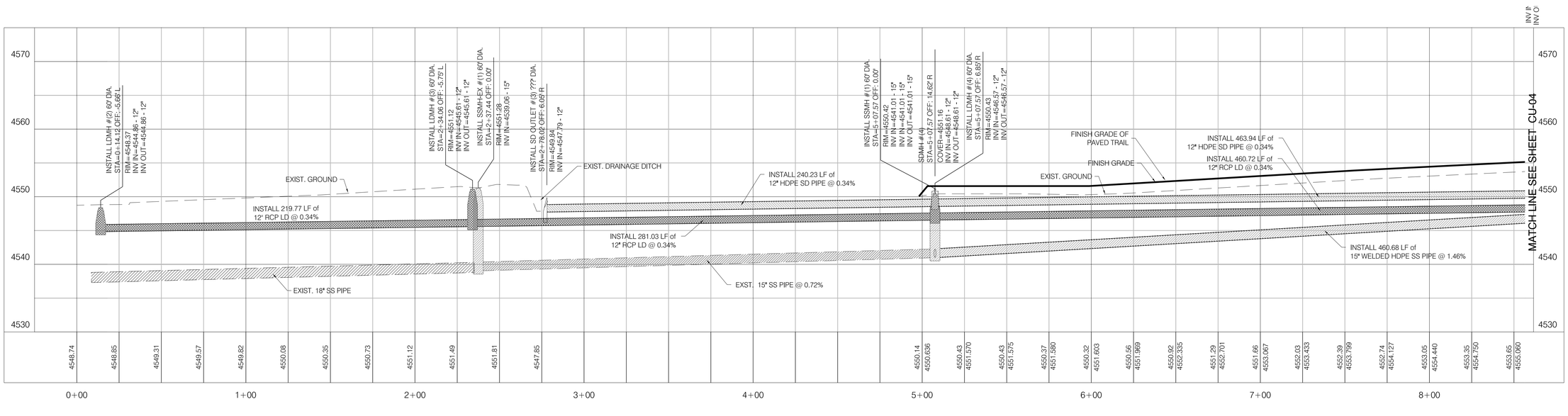
Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

	Plan View
W	Existing Potable Water
SS	Existing Sanitary Sewer
PI	Existing Secondary Water
SD	Existing Storm Drain
	Plan View
W	Proposed Potable Water
SS	Proposed Sanitary Sewer
PI	Proposed Secondary Water
SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain
	Proposed Asphalt Surface



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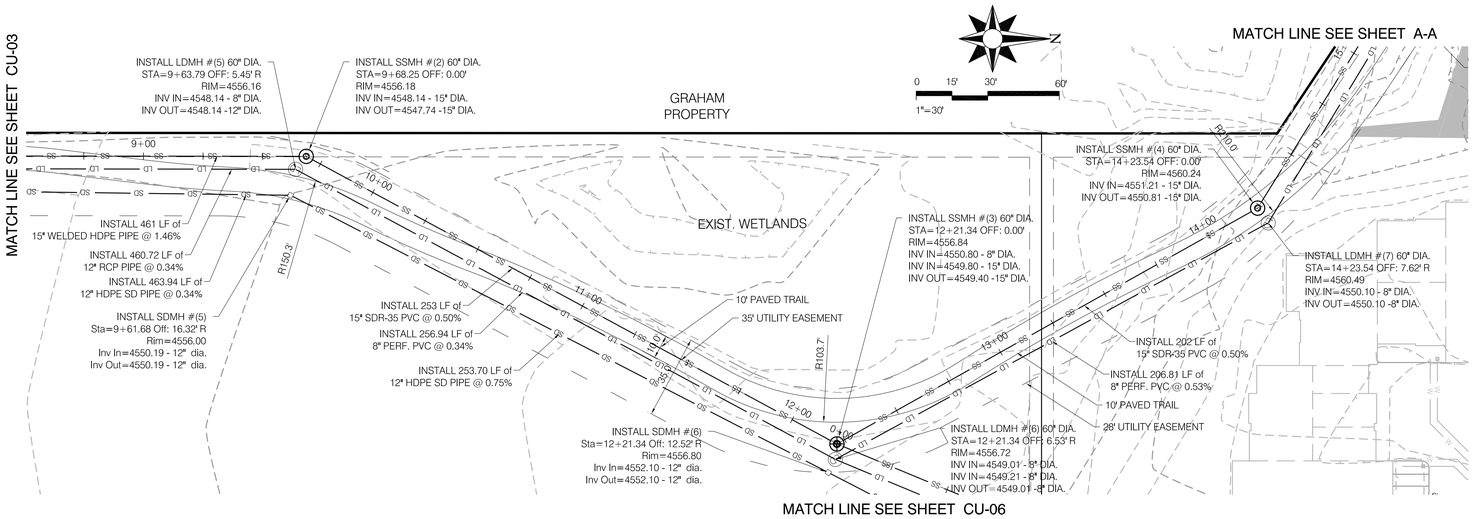
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

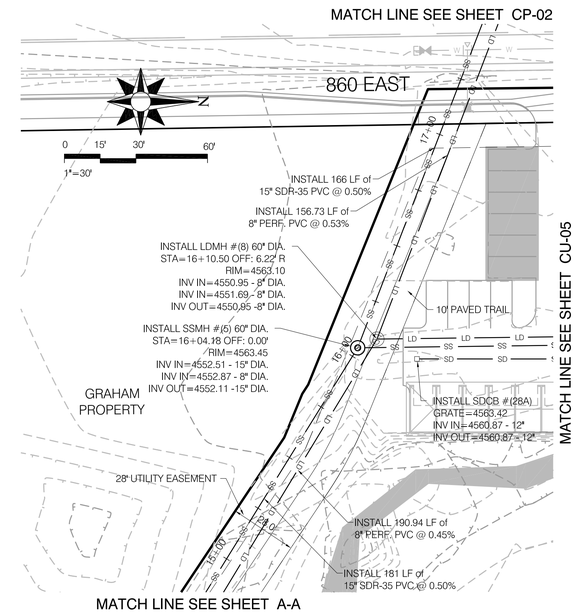
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SANITARY SEWER PLAN & PROFILE



OFFSITE SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



MATCH LINE A-A

PLAN SCALE 1"=30'

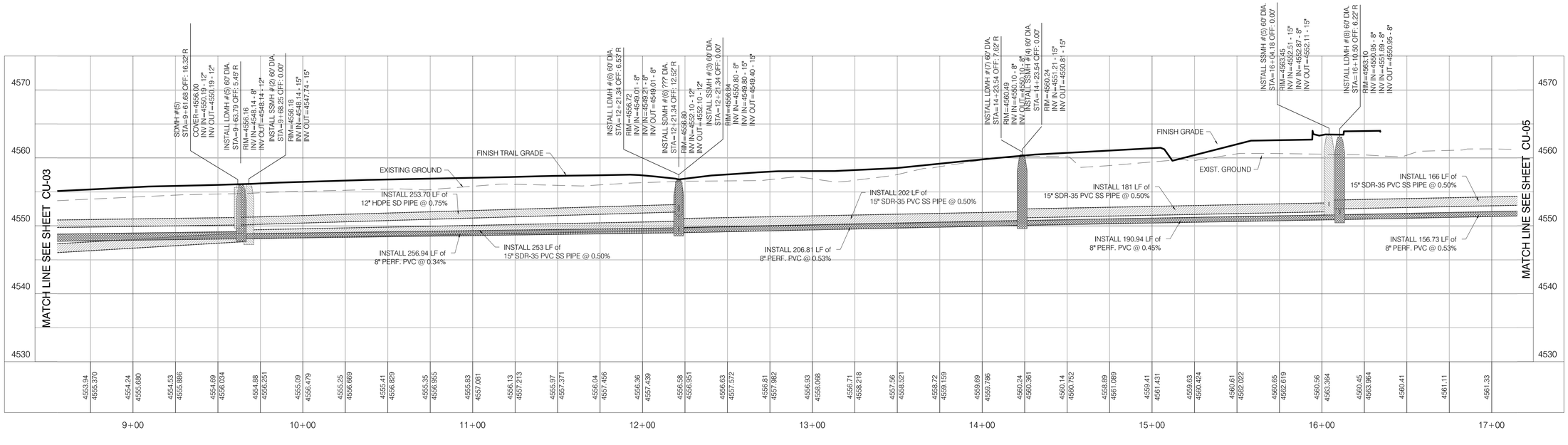
LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

Notes:

1. Refer to Applicable General Notes on Sheet C-03 and General Detail Sheets for additional information.
2. All construction and Installation of Improvements shall conform to the American Fork City Ordinances, Policies, Requirements, Construction Standards and any other Rules pertaining to the development of this property.
3. Contractor to verify all conditions and dimensions on site. It shall be the Contractor's responsibility to verify the actual location and elevation of existing utilities and conditions.
4. Contractor to coordinate all utility work with the appropriate Utility Provider. Contractor to verify and follow all Utility Provider requirements, standards and specifications.



NO.	DATE	DESCRIPTION
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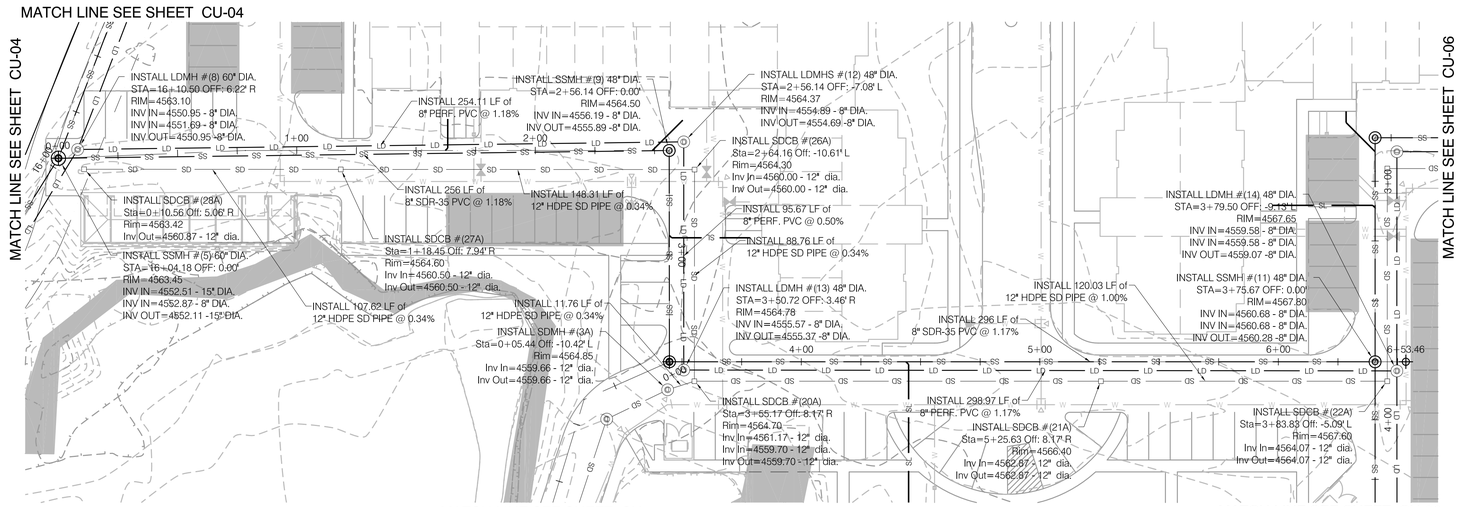
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

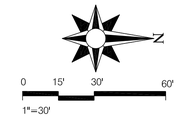
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SANITARY SEWER PLAN & PROFILE



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



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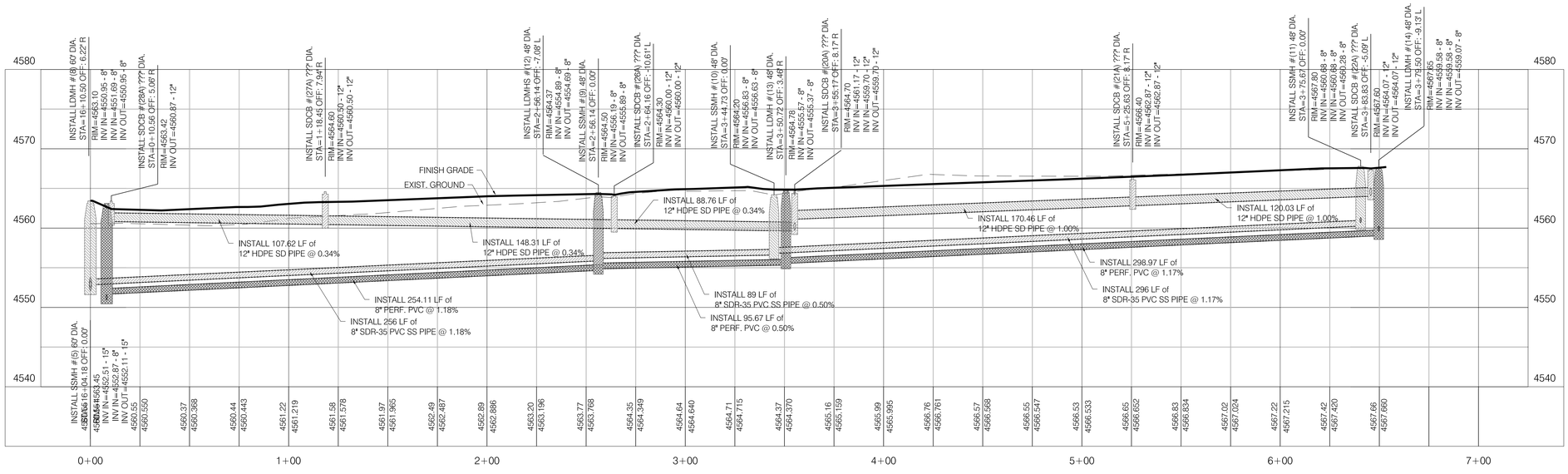
LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.



H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

PROJECT NAME:

RIVULET APARTMENTS

680 EAST 400 SOUTH
AMERICAN FORK, UTAH

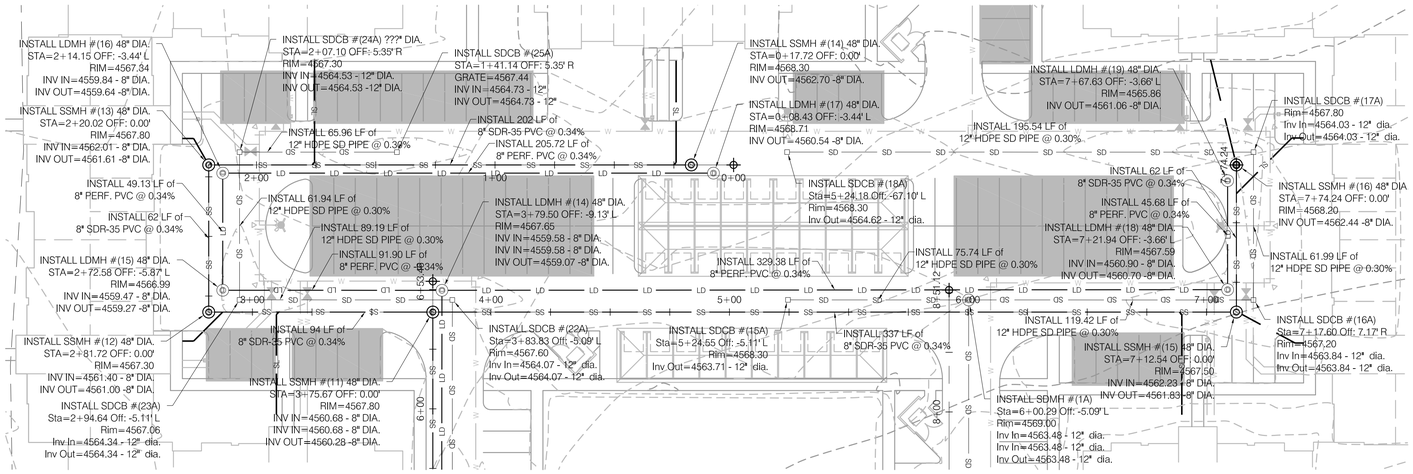
PROJECT NO:	14-442-01
DATE:	July 28, 2014
HOR SCALE:	1"=20'
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE

SANITARY SEWER PLAN & PROFILE

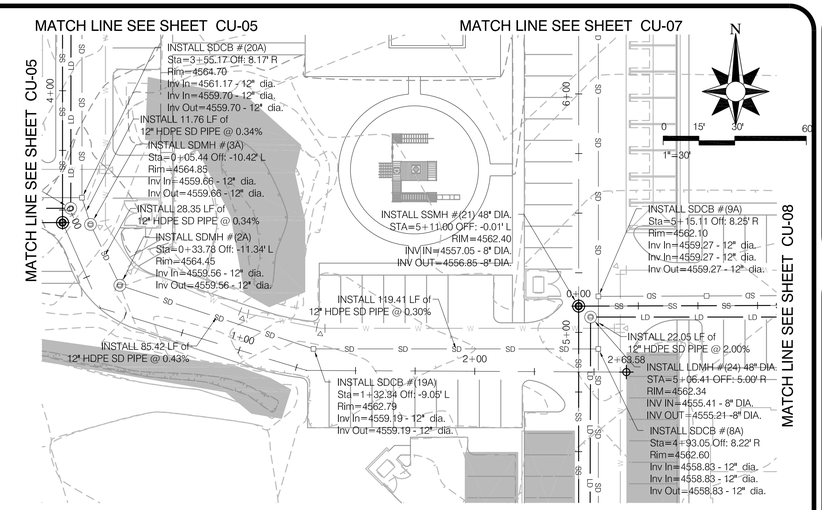
SHEET

CU-05



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'

N

0 15' 30' 60'

1"=30'

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

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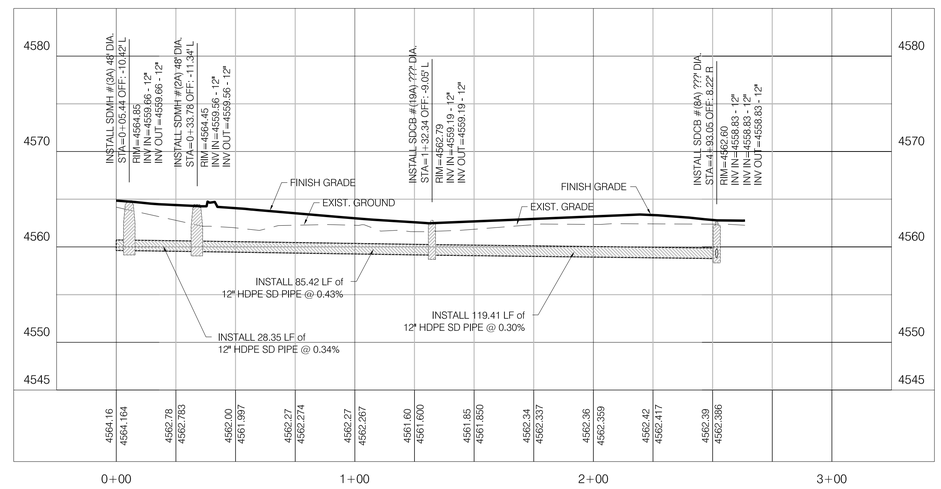

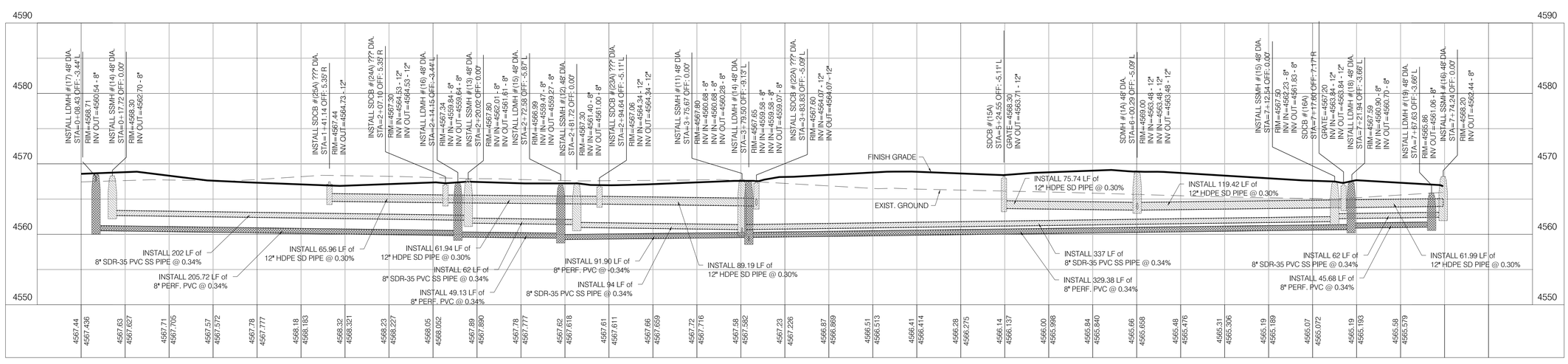

PROJECT NO:	14-442-01
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VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

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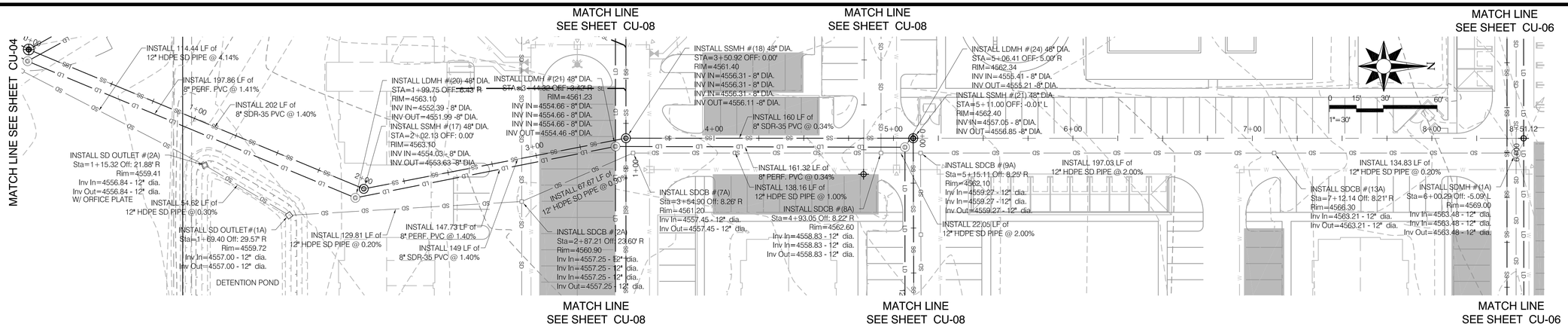
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

TITLE
SANITARY SEWER PLAN & PROFILE



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'

Notes:

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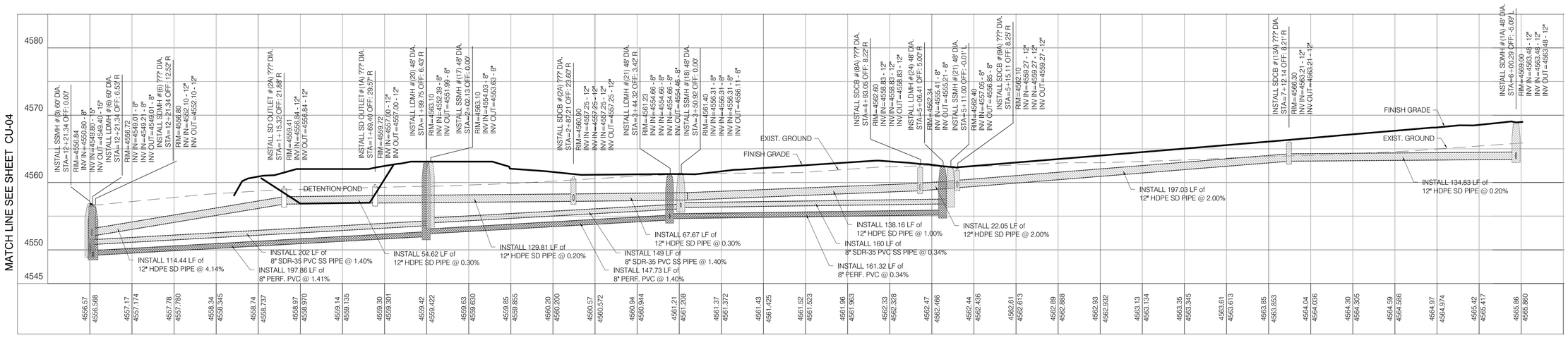
LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.



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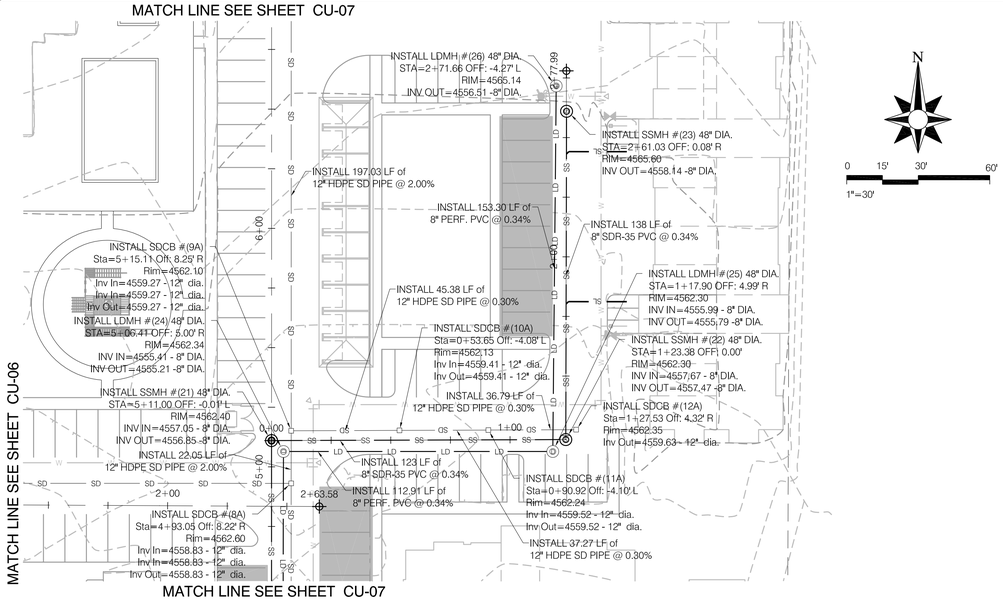
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

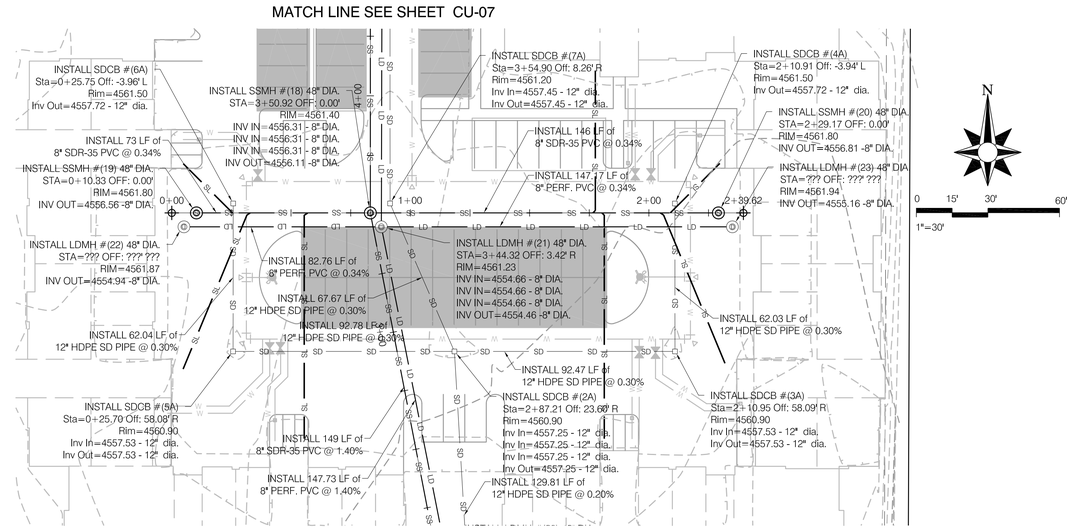
TITLE
SANITARY SEWER PLAN & PROFILE

SHEET
CU-07



SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'



MATCH LINE SEE SHEET CU-07

SANITARY SEWER & STORM DRAIN

PLAN SCALE 1"=30'

LEGEND

	Plan View
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain

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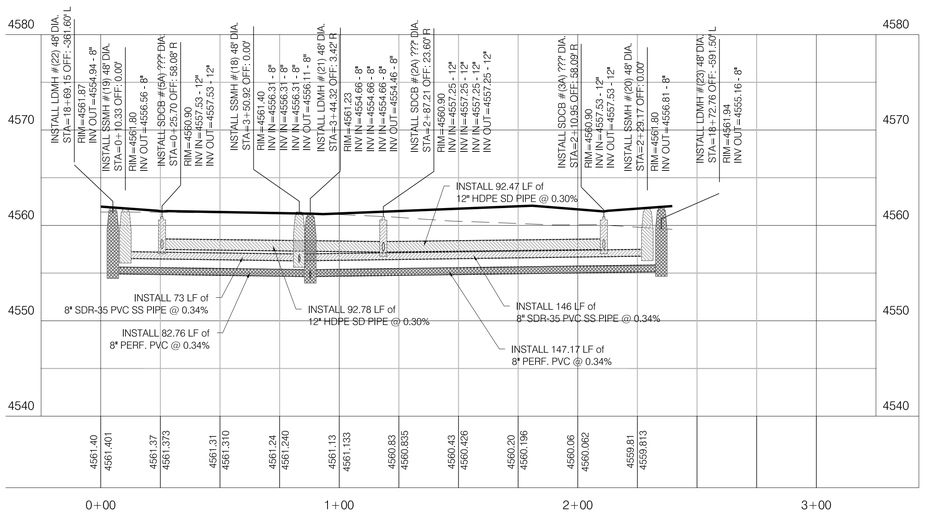
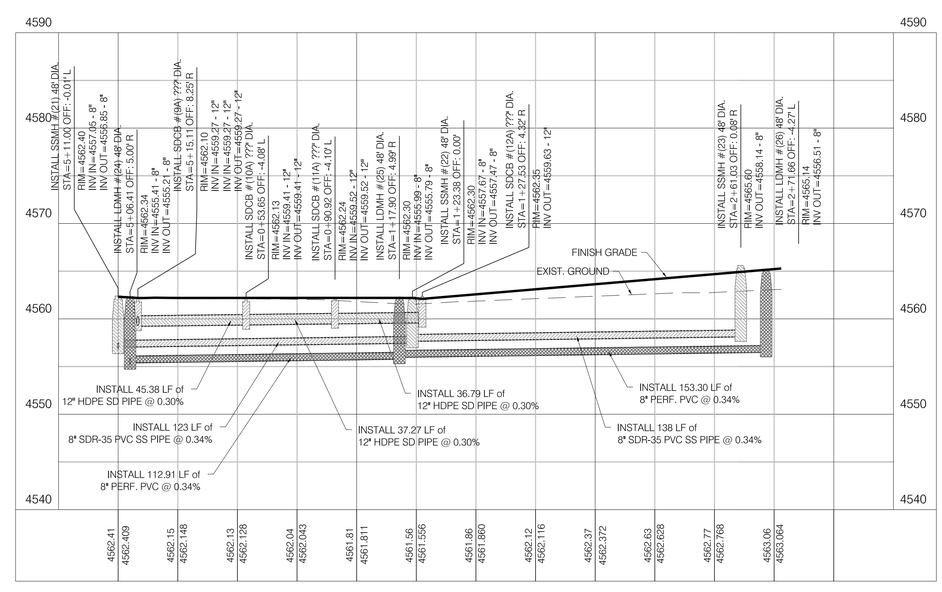
UTILITY NOTIFICATION CENTER, INC.





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680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	14-442-01
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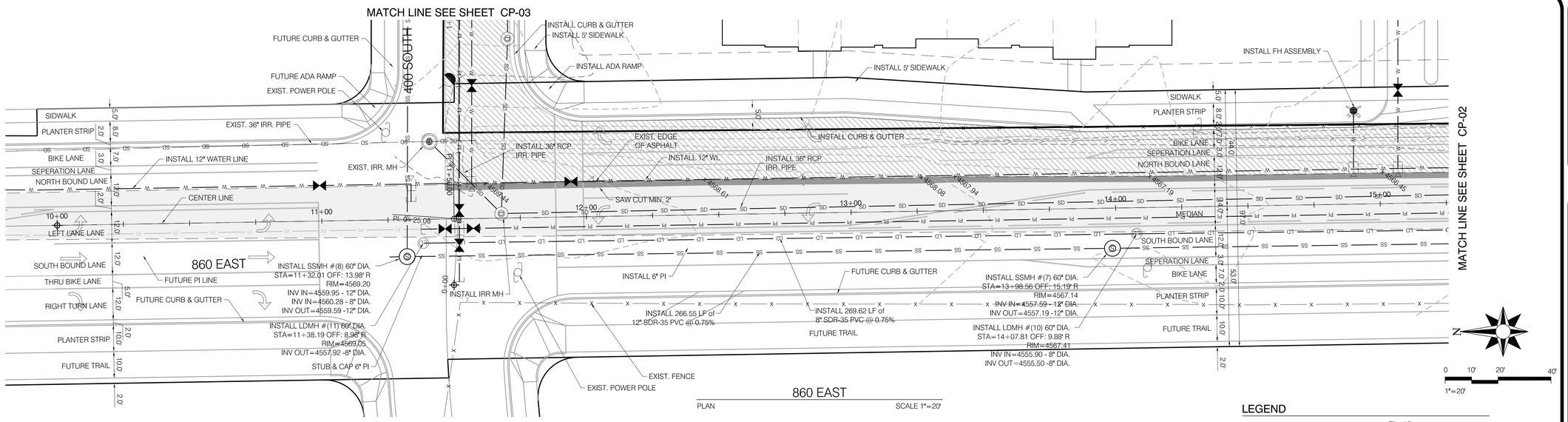
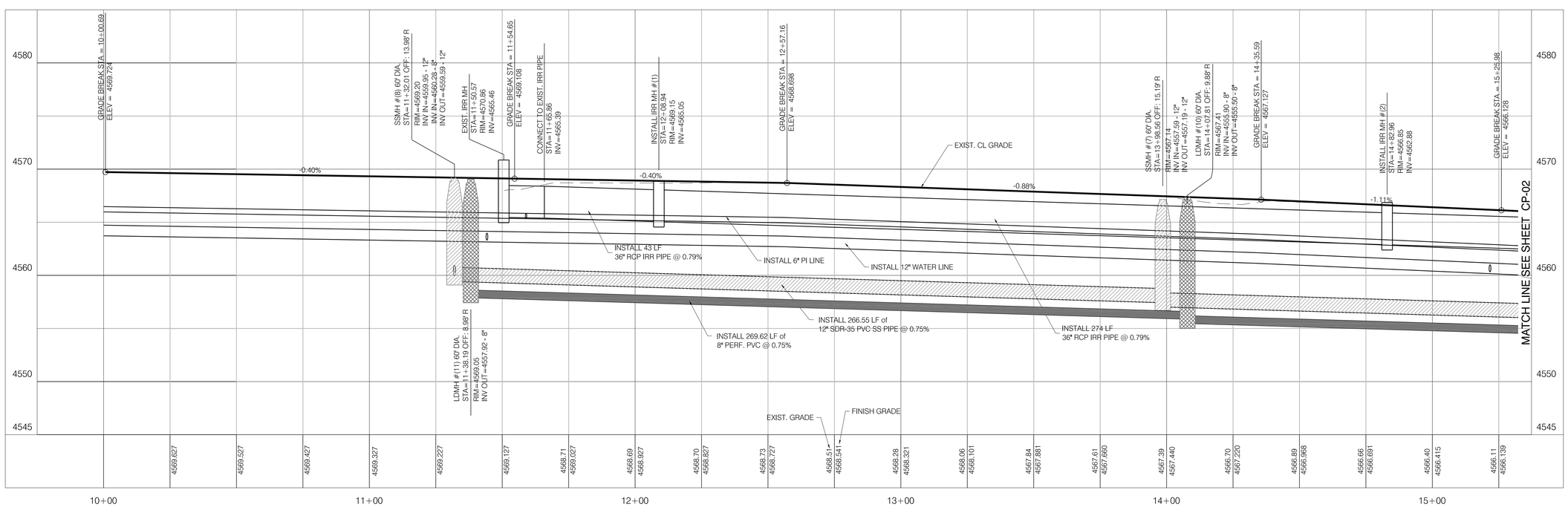
VER SCALE:	1"=5'
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
SANITARY SEWER PLAN & PROFILE

SHEET
CU-08





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BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain

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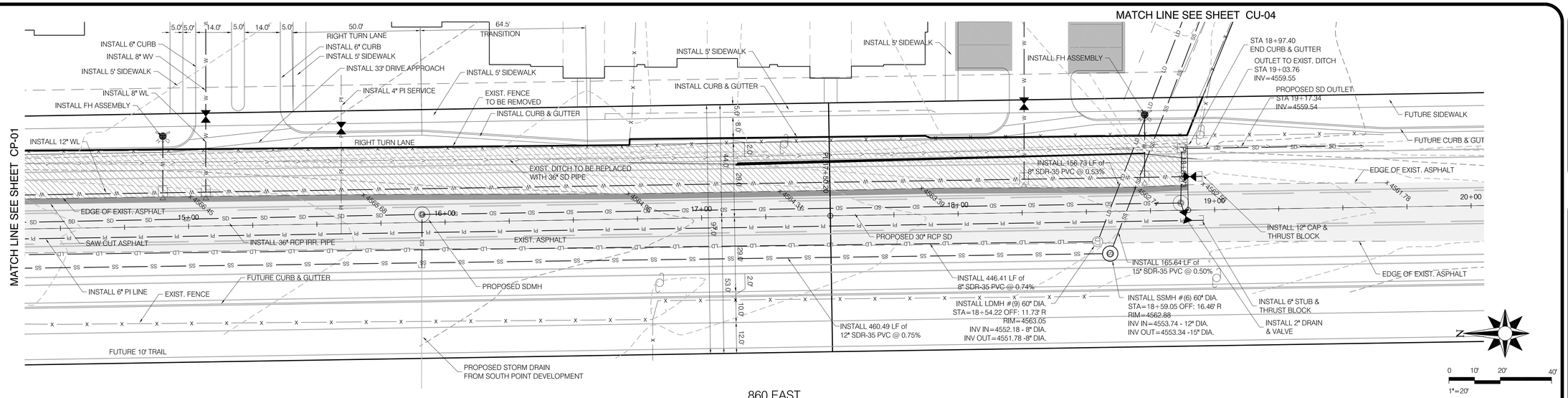
TITLE
860 EAST
PLAN & PROFILE



860 EAST

PLAN SCALE 1"=30'

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UTILITY NOTIFICATION CENTER, INC.

LEGEND

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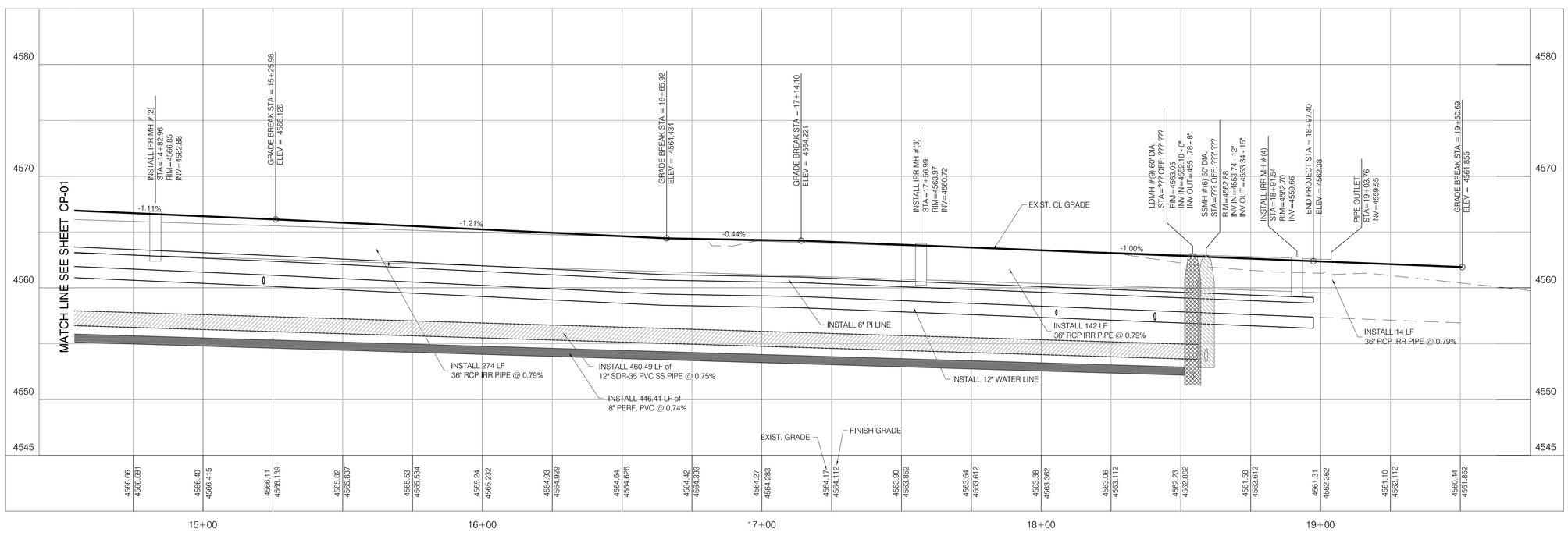
W W	Existing Potable Water
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Proposed Asphalt Surface
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain



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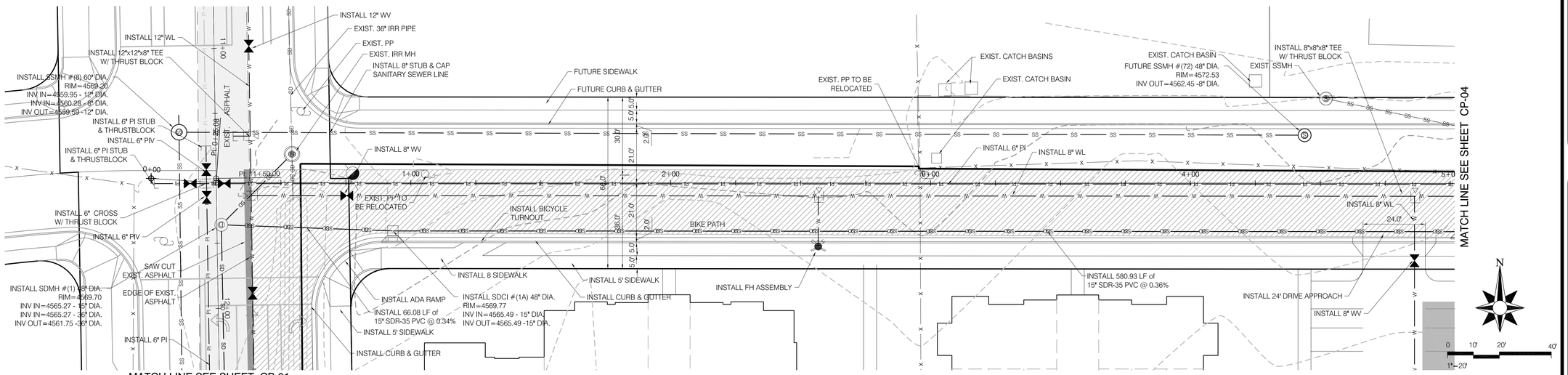
TITLE
860 EAST
PLAN & PROFILE



400 SOUTH

PLAN SCALE 1"=20'

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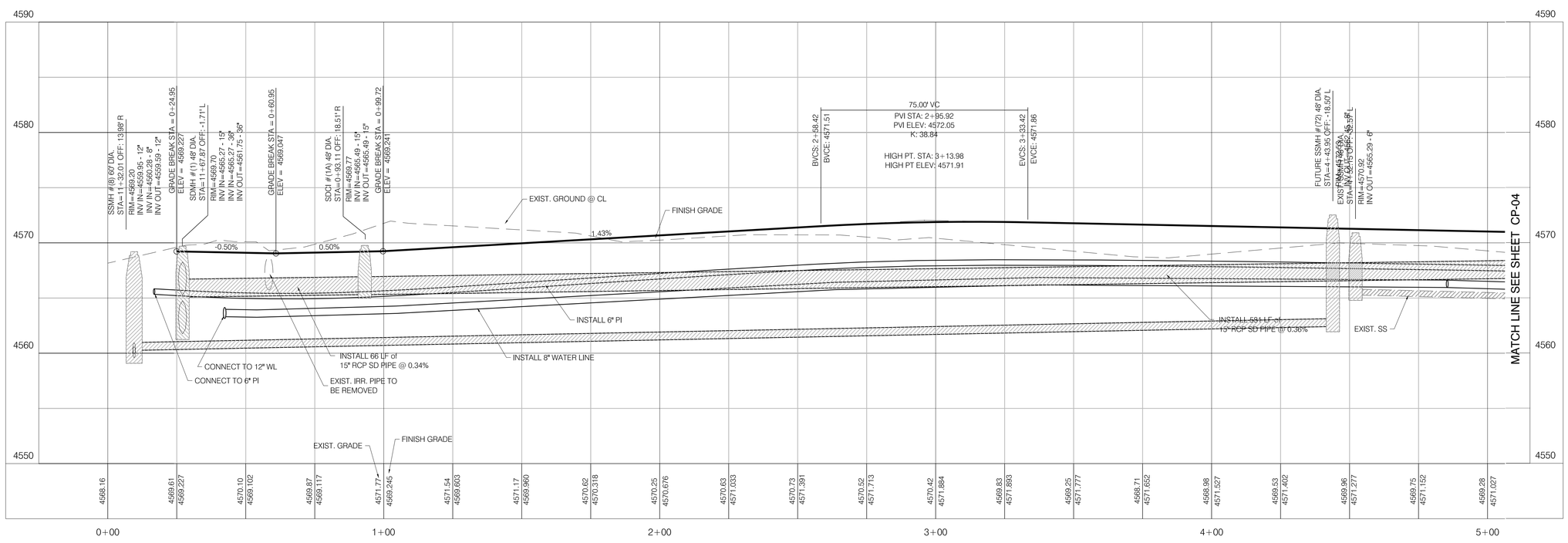
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

Plan View
- Existing Potable Water
- Existing Sanitary Sewer
- Existing Secondary Water
- Existing Storm Drain

Plan View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain
- Proposed Asphalt Surface

Profile View
- Proposed Potable Water
- Proposed Sanitary Sewer
- Proposed Secondary Water
- Proposed Storm Drain



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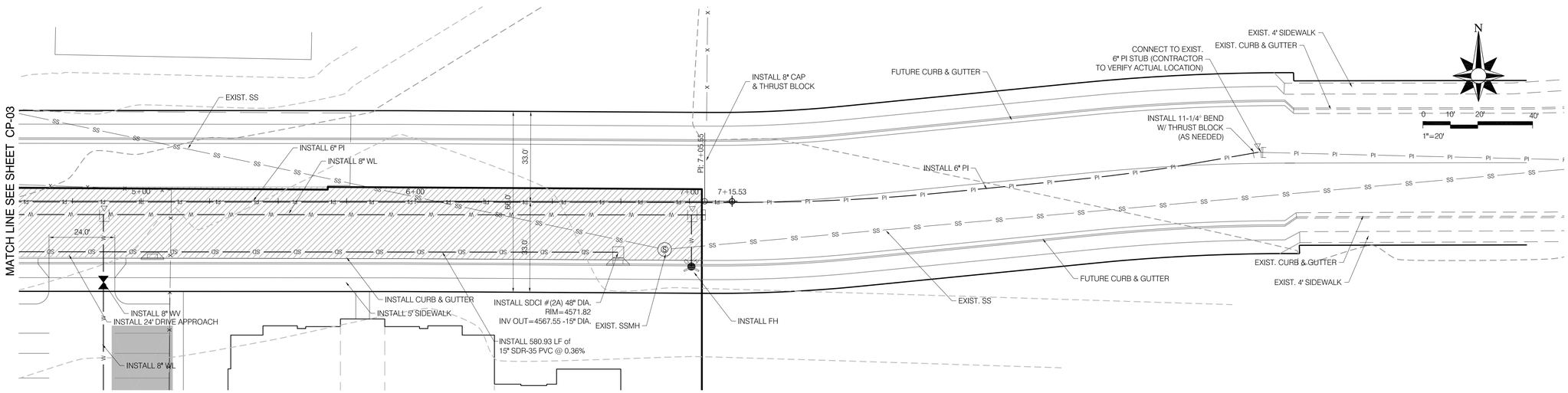
CHECKED:	VH

TITLE
400 South
PLAN & PROFILE



400 SOUTH

PLAN SCALE 1"=20'

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BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

LEGEND

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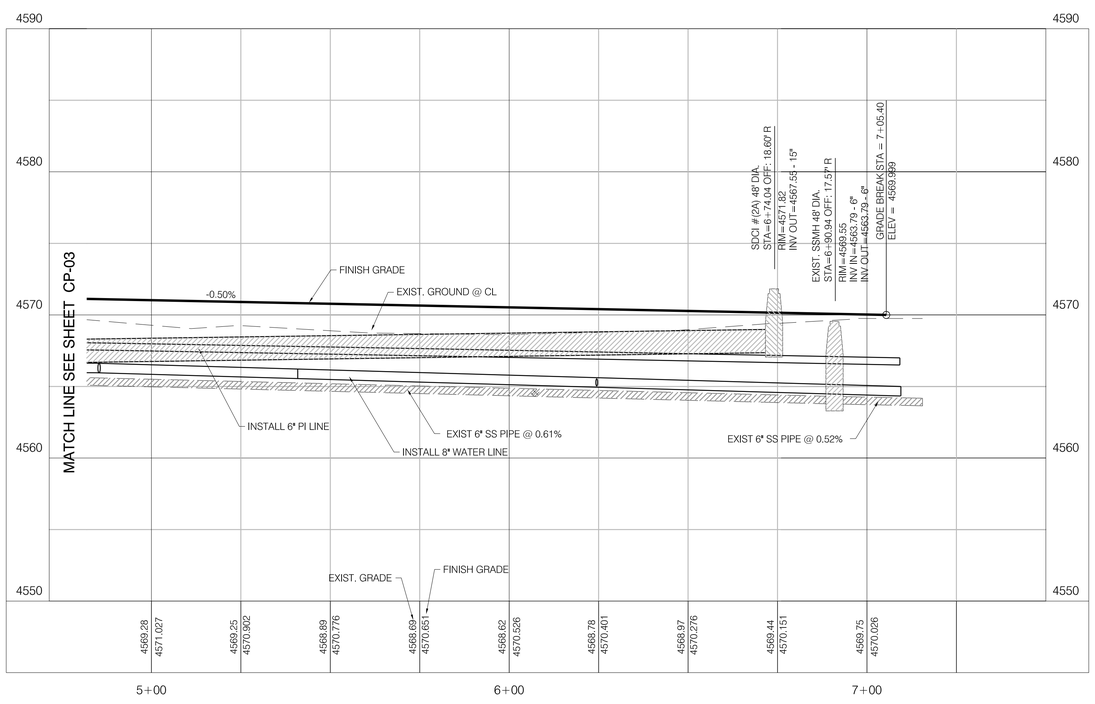
SS SS	Existing Sanitary Sewer
PI PI	Existing Secondary Water
SD SD	Existing Storm Drain
	Plan View
W W	Proposed Potable Water
SS SS	Proposed Sanitary Sewer
PI PI	Proposed Secondary Water
SD SD	Proposed Storm Drain
	Proposed Asphalt Surface
	Profile View
	Proposed Potable Water
	Proposed Sanitary Sewer
	Proposed Secondary Water
	Proposed Storm Drain



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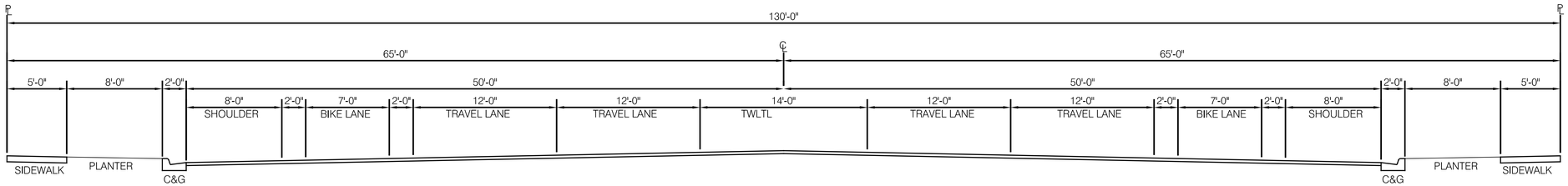
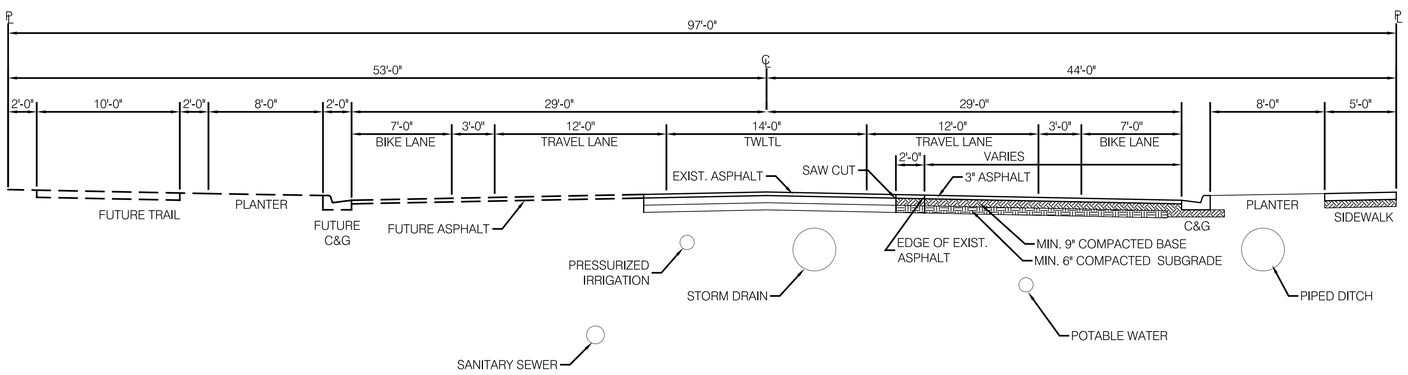
TITLE
400 South
PLAN & PROFILE



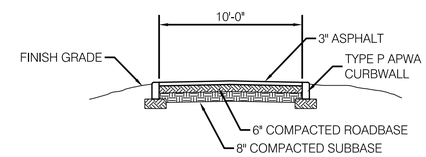
1 130' ARTERIAL - with BUFFERED BIKE LANE & PATH - 620 SOUTH

SCALE 1"=1'



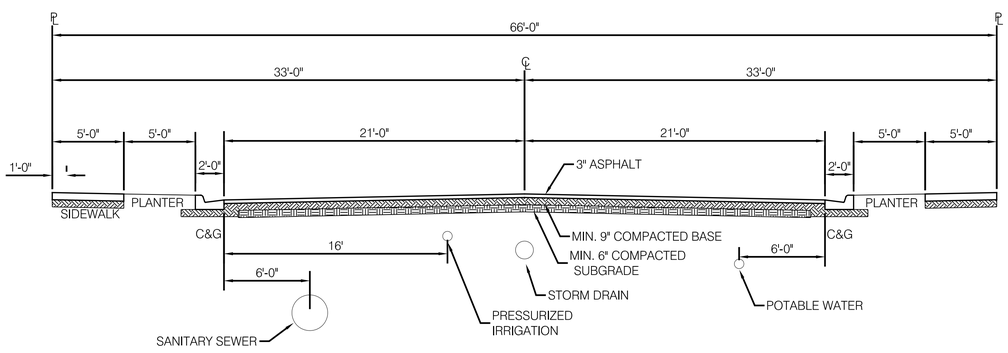
2 97' MINOR COLLECTOR ROAD - with BIKE LANE & PATH - 860 EAST

SCALE 1"=1'



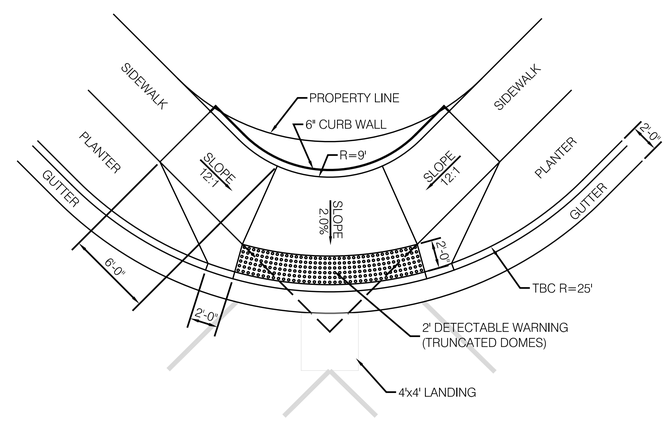
3 TYPICAL TRAIL SECTION

SCALE 1"=1'



4 66' MINOR COLLECTOR ROAD - 400 SOUTH

SCALE 1"=1'



5 TYPICAL ADA RAMP

SCALE 1"=1'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

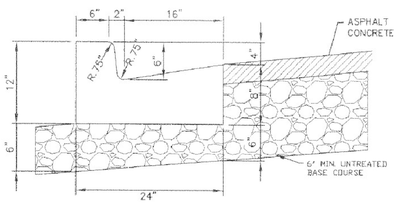
H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

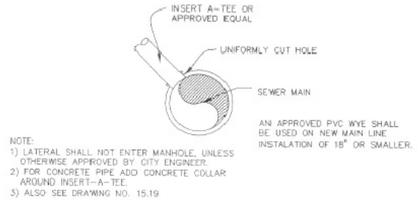
PROJECT NO:	13-123-09
DATE:	July 08, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GENERAL DETAILS

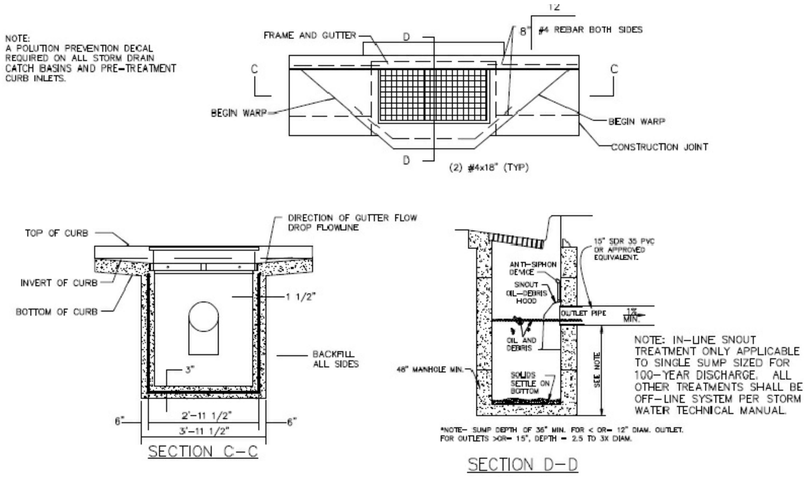
SHEET
CD-01



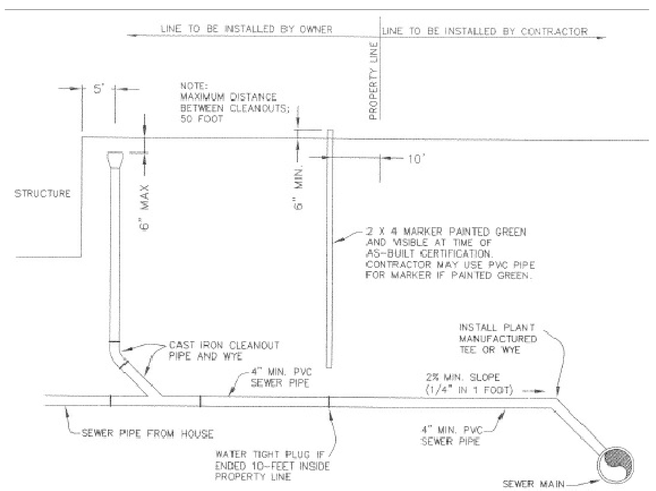
4 TYPICAL CURB & GUTTER
SCALE 1"=1'



3 TYPICAL SEWER SERVICE LATERAL
SCALE 1"=1'

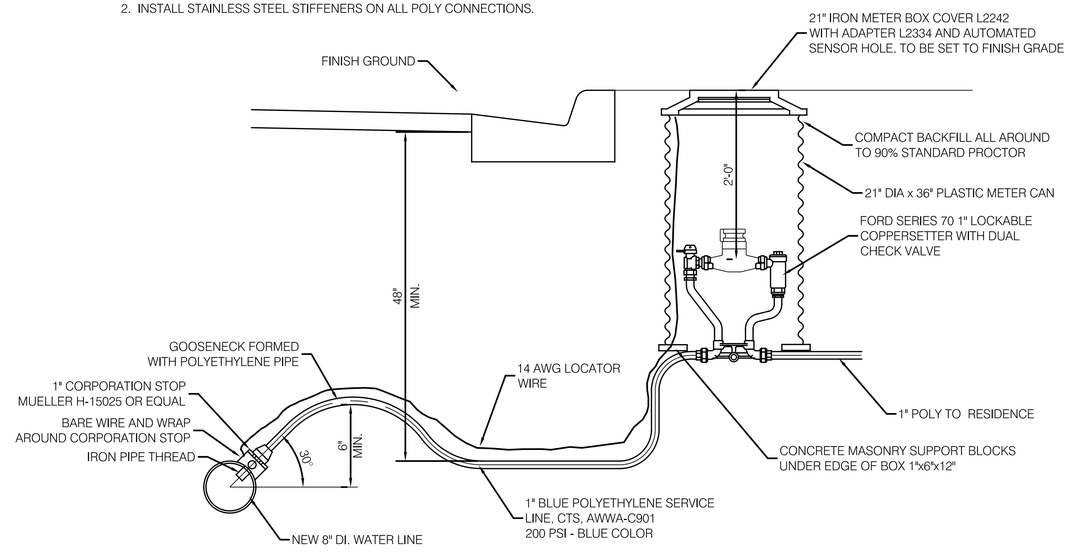


1 TYPICAL PRE-TREATMENT CURB INLET
SCALE 1"=1'



5 TYPICAL SEWER LATERAL
SCALE 1"=1'

NOTES:
1. METER BOX, COVER, COPPERSETTER, CORPORATION STOP, & SERVICE LINES TO BE FURNISHED AND INSTALLED BY CONTRACTOR, METER PROVIDED AND INSTALLED BY OWNER OR UNDER OWNERS DIRECTION.
2. INSTALL STAINLESS STEEL STIFFENERS ON ALL POLY CONNECTIONS.



2 TYPICAL WATER SERVICE
SCALE 1"=1'

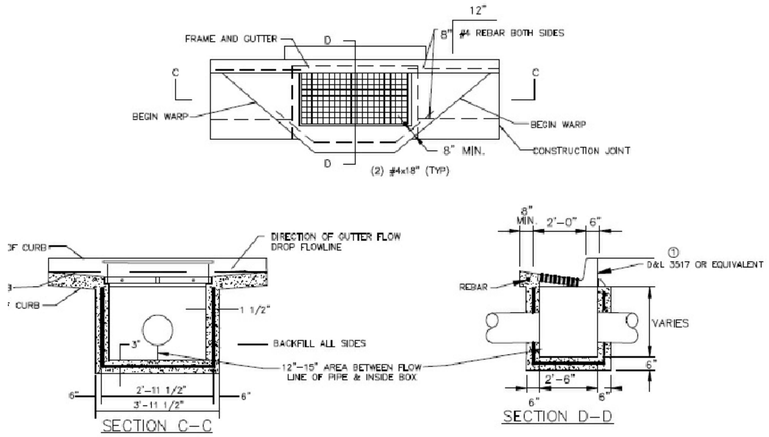
NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499
ENGINEERING & SURVEYING, INC.

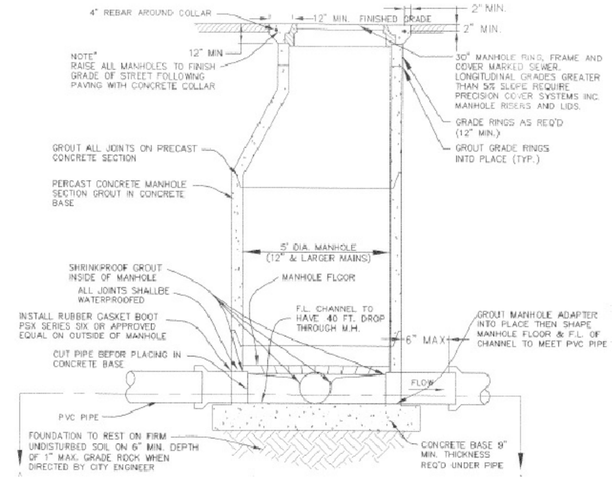
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	13-423-09
DATE:	July 06, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

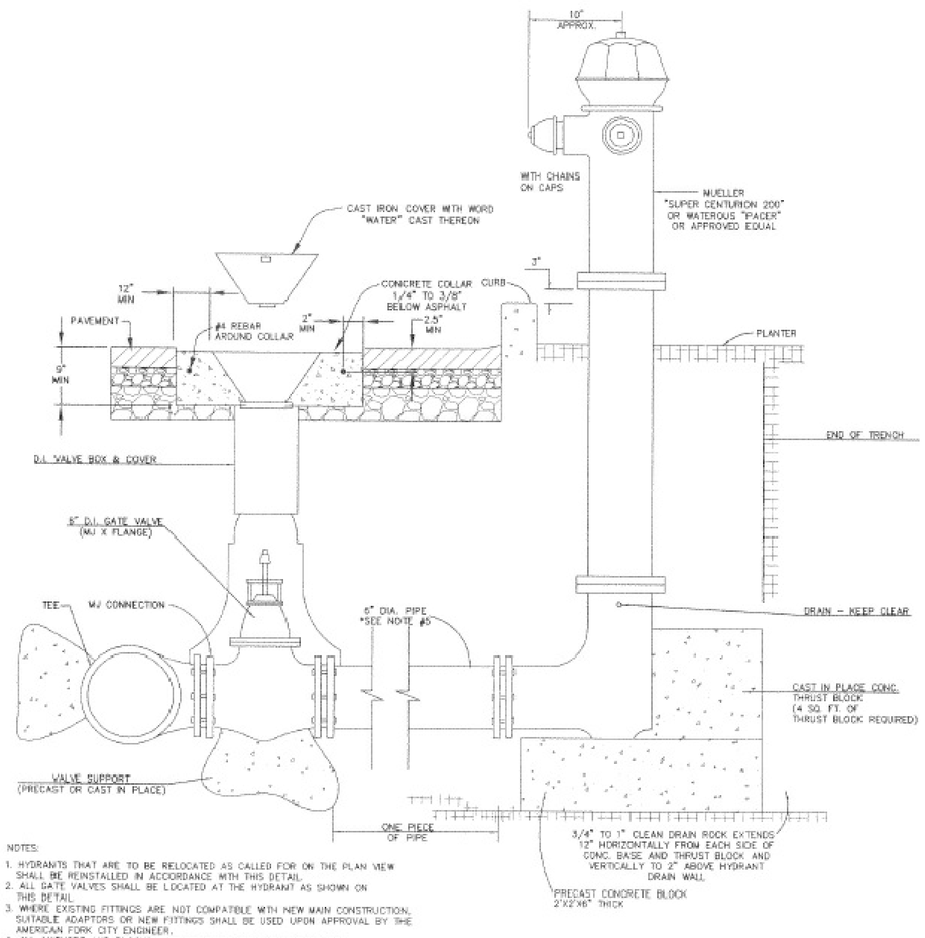
TITLE
GENERAL DETAILS



3 TYPICAL CURB INLET BOX
SCALE 1"=1'

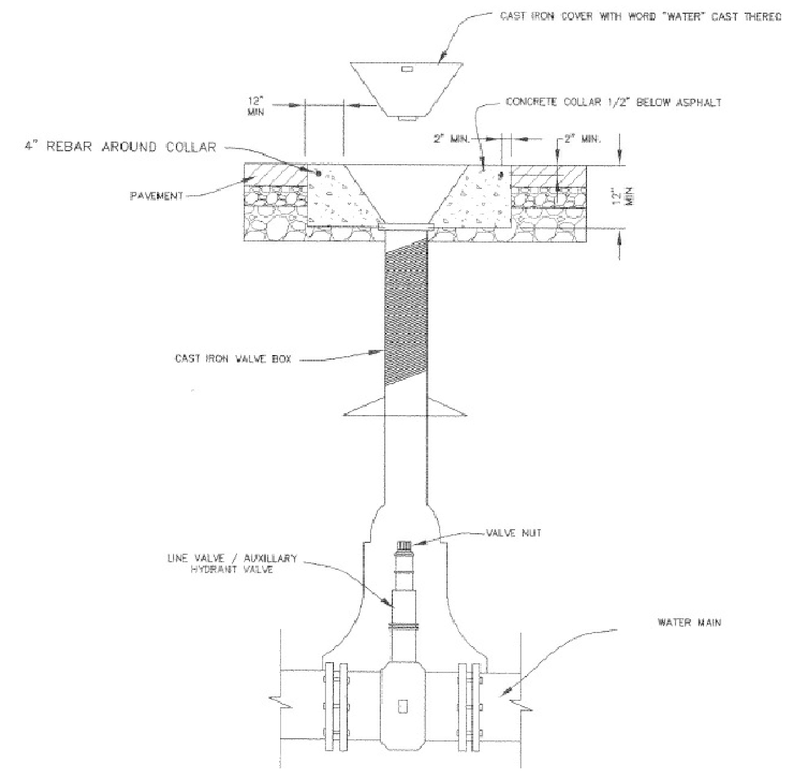


1 TYPICAL MANHOLE INSTALLATION
SCALE 1"=1'



NOTES:
1. HYDRANTS THAT ARE TO BE RELOCATED AS CALLED FOR ON THE PLAN VIEW SHALL BE REINSTALLED IN ACCORDANCE WITH THIS DETAIL.
2. ALL GATE VALVES SHALL BE LOCATED AT THE HYDRANT AS SHOWN ON THIS DETAIL.
3. WHERE EXISTING FITTINGS ARE NOT COMPATIBLE WITH NEW MAIN CONSTRUCTION, SUITABLE ADAPTORS OR NEW FITTINGS SHALL BE USED UPON APPROVAL BY THE AMERICAN FORK CITY ENGINEER.
4. ALL ANCHORS AND BLOCKING TO BEAR AGAINST UNDISTURBED SOIL.
5. IF LENGTH EXCEEDS 1 LENGTH OF PIPE, INCREASE DIAMETER TO 8 INCH MINIMUM

6 FIRE HYDRANT ASSEMBLY
SCALE 1"=1'



2 TYP. WATER VALVE RISER
SCALE 1"=1'

NO.	DATE	DESCRIPTION
2	07-08-15	TRC Review Comments
1	06-08-15	TRC Review Comments

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TEL: (801) 756-2488
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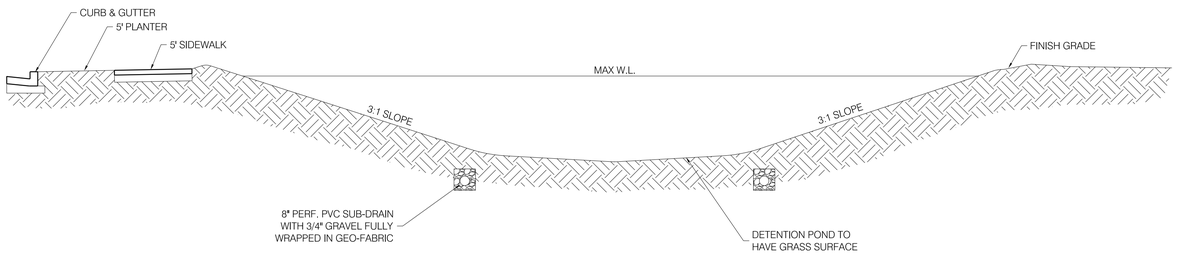
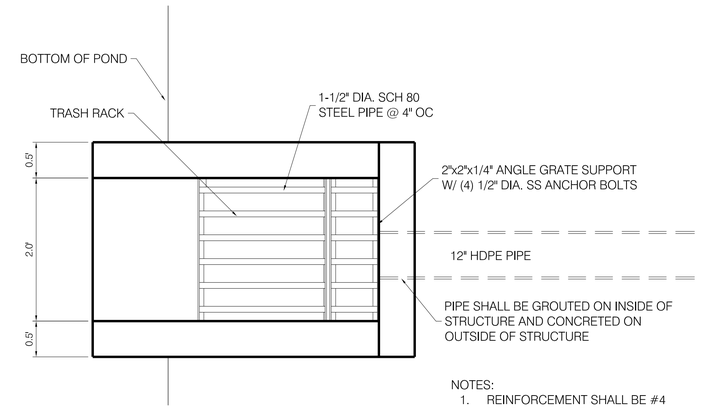
PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	13-423-09
DATE:	July 08, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GENERAL DETAILS

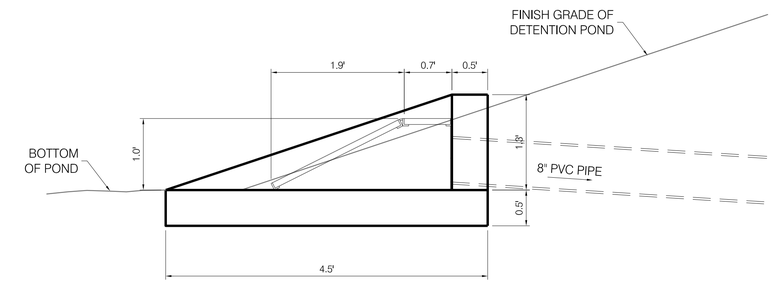


TYPICAL DETENTION POND
SECTION SCALE 1"=10'

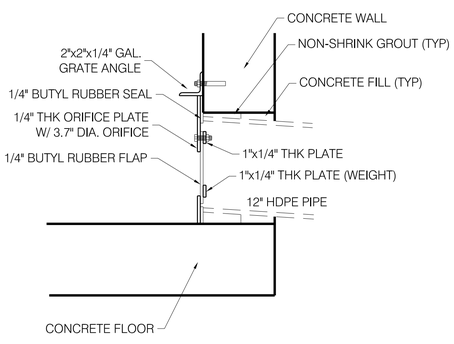


NOTES:
1. REINFORCEMENT SHALL BE #4 BARS @ 12" OC EACH WAY.
2. ENTIRE TRASH RACK TO BE HOT DIPPED GALVANIZED.

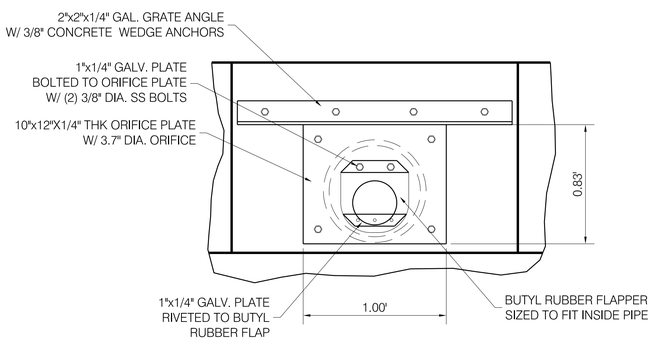
DETENTION POND OUTLET STRUCTURE
PLAN VIEW SCALE 1"=1'



DETENTION POND OUTLET STRUCTURE
SECTION SCALE 1"=1'



TYPICAL ORIFICE PLAT INSTALLATION
SIDE VIEW SCALE 1"=1/2'



TYPICAL ORIFICE PLAT INSTALLATION
FRONT VIEW SCALE 1"=1/2'

NO.	DATE	DESCRIPTION
2	07-06-15	TRC Review Comments
1	06-08-15	TRC Review Comments

H&H ENGINEERING & SURVEYING, INC.
233 EAST MAIN STREET, SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PROJECT NAME:
RIVULET APARTMENTS
680 EAST 400 SOUTH
AMERICAN FORK, UTAH

PROJECT NO:	13-423-09
DATE:	July 06, 2014
HOR SCALE:	As Noted
VER SCALE:	As Noted
ENGINEER:	VH
DRAFTED:	BS
CHECKED:	VH

TITLE
GENERAL DETAILS

SHEET
CD-04

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: August 5, 2015
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS:

Hearing, review and action on the preliminary plan for Rivulet Subdivision, located at 680 East 400 South in the PC (Planned Community) and PF (Public Facilities) zones.

Hearing, review and action on the final plat and site plan for Rivulet Subdivision and Rivulet Apartments, located at 680 East 400 South in the PC (Planned Community) and PF (Public Facilities) zones.

ACTION REQUESTED: Recommendation to City Council.

BACKGROUND INFORMATION					
Location:		680 East 400 South			
Applicants:		The Ritchie Group/H&H Engineering			
Existing Land Use:		Vacant			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Commercial			
	South	Agriculture			
	East	Residential			
	West	Residential/Agriculture			
Existing Zoning:		PC (Planned Community) & PF (Public Facilities)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	Utah County			
	East	R3-7,500			
	West	PC (Planned Community)			
Growth Plan Designation:		Planned Community			
Zoning within density range?		x	Yes		No

Background

This report covers agenda items 3 and 4; preliminary and final plat of Rivulet Subdivision and the site plan for Rivulet Apartments.

This area of the Vintaro development received approval of a revised concept plan in April 2014. The revised concept plan allowed placement of additional density

(apartments) in this area. This was accomplished by transferring density from other areas of the Vintaro development which the petitioners owned, into this area.

The subdivision proposes one lot and one parcel. Lot 1 will consist of the Rivulet Apartments and Parcel 2 will be dedicated to the City for park purposes. The applicants propose a park impact fee credit in exchange for the dedication of park property to the City. The park area (Parcel 2) has always been envisioned to act as such and will serve as a focal point and regional park for this area of the city. Dedication of 400 South, 860 East and 620 South will also occur with the subdivision plat.

Rivulet Apartments is a 252 apartment community, with units ranging from 1 to 3 bedrooms. There will be a central club house and park area with play equipment, along with a pool and hot tub. A wetland area exists which will be preserved as natural open space. Renderings of the proposed type of apartment structure and club house are included in the submittal materials.

Sheet C-06 consists of the proposed site plan. On that sheet, there are a few notes regarding parking. Per the City parking standards, at 252 units, 567 parking spaces are required (2.25 spaces per unit). The site plan proposes 504; a shortage of 63 spaces. Parking for the proposed site plan is 2 spaces per unit; effectively dropping the quarter stall per unit for visitor parking. The applicants have submitted a parking study and letter by Hales Engineering, for consideration by the Planning Commission, as part of a request for a reduction in parking. The applicants would also like the Planning Commission's consideration in the number of 1-bedroom apartments (99 units) to be factored into any decision of parking reduction. If parking were allocated at 1.25 stalls per 1-bedroom unit, and 2.25 for all units with 2 or more bedrooms, a total of 468 parking stalls would be required. With the site plan providing 504 parking stalls, sufficient parking would be provided under this scenario.

The Planning Commission may—but is not required to—make a finding that, based upon the figures and statement provided by the applicant, the proposed ratio of 2.0 spaces per unit is sufficient. This figure is all inclusive of tenant and visitor parking.

Engineering will discuss a trail and easement issue with a neighboring property owner, the Grahams. Engineering has indicated to the applicants that these issues must be resolved, and the applicants are in the process of negotiations with Grahams.

<u>Section 17.7.211 of the Development Code</u>

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

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

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

b. The final plat complies with all City requirements and standards relating to large scale developments.

   This criterion has been met, subject to a finding by the Planning Commission that a proposed parking ratio of 2.0 spaces per unit is sufficient.

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

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

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

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

e. The water rights conveyance documents have been provided.

   The water rights conveyance shall be satisfied prior to final plat recordation.

Consistency with the Land Use Plan:

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

FINDINGS OF FACT

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

1. The final plat meets the criteria as found in Section 17.7.211 of the Development Code.

2. The site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.

3. The Planning Commission finds that an adjustment to the required parking spaces (2.0 spaces per unit) is warranted based upon evidence provided by the applicant.

POTENTIAL MOTIONS

Mr. Chairman, I move that we approve the preliminary plan of Rivulet Subdivision, located at approximately 680 East 400 South, subject to any findings, modifications and conditions listed in the engineering report.

Mr. Chairman, I move that we recommend approval of the final plat for Rivulet Subdivision, located at approximately 680 East 400 South with the finding (#1) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

Mr. Chairman, I move that we recommend approval of the Rivulet Apartments site plan, consisting of 252 units, located at approximately 680 East 400 South with the findings (#2, #3) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 8/5/2015

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: Rivulet Apartments

Project Address: 680 East 400 South

Developer / Applicant's Name: The Richie Group / H & H Engineering

Type of Application:

- ☒ Subdivision Final Plat
- ☒ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☐ Commercial Site Plan
- ☐ Residential Accessory Structure Site Plan

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 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

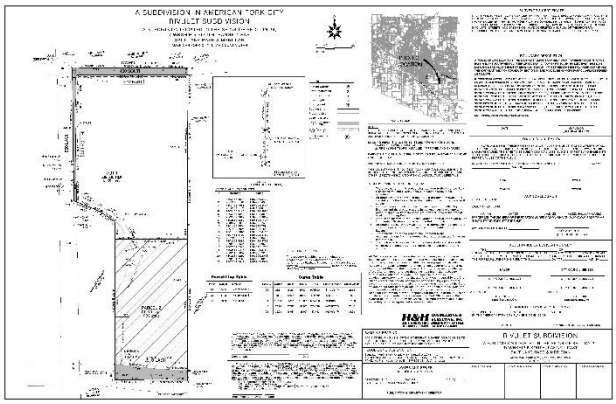
Applicant is requesting that the Planning Commission waive the following requirement(s):

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. Right of Way documents on 860 East should be adopted by City Council action with Public notice and involvement. This should be a separate action from the Subdivision process.
2. All comments from TRC reviews of July 1, 2015 and July 16, 2015 must be addressed.
3. A proposed trail easement must be added to the subdivision plat. This should include trail make up, alignment, location and size.
4. Right of Way for the trail and maintenance must be obtained from the Graham's to allow for the proposed trail.
5. A Water Rights Plan including action and timing must be submitted with this Proposal.

6. The Storm Water Drainage System must provide for a low flow off line treatment system.
7. ADA access must be provided to all building from streets and vehicle areas.
8. Vehicle access to the trail must be provided.
9. The Culinary Water Line in 400 South must be looped the existing Mira Vista Lines.
10. 860 East Asphalt must be restricted to at least the center of the existing asphalt.

MOTION: Rebecca Staten - To recommend approval for the addition of a gate within the Granite View Estates development with the finding as outlined in the staff report and subject to any findings, modifications and conditions listed in the Engineering report.

Finding:

- **The proposed site plan for the addition of a gate is deemed a "minor correction" per Section 17.7.217 of the Development Code.**

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Christine Anderson.

Yes	-	Christine Anderson	
		Harold Dudley	
		Nathan Schellenberg	
		Rebecca Staten	
		John Woffinden	Motion passes.

3. Hearing, review and action on the preliminary plan for Rivulet Apartments, located at 860 East 400 South in the PC Planned Community zone (7:09 p.m.)

Staff Presentation:
Adam Olsen reported this is a two-lot subdivision. The apartments are on the northern lot. The southern lot, labeled parcel 2, is slated for a park area. This has always been envisioned as a park since the inception of the Vintaro project. The park land will be deeded to the City. They will work out an agreement with the Council on how that will be done. The proposal is the City grant them a credit for park impact fees until the land is paid for. Part of the subdivision plat will dedicate portions of 400 South, 860 East, and 620 South. With the apartments 252 units are proposed with unit sizes from one to three bedrooms. There is a central clubhouse area, park area, and a pool. The wetland area will remain native open space. Renderings of the apartment structures are provided. The main item of discussion is a request for the Planning Commission to consider an adjustment in the parking ratio. These requests have been seen before although each is different. The proposed parking equals two stalls per unit, and the City requirement is 2.25. This leaves one visitor parking stall per four units, so the argument could be made they are short on visitor parking. They would like a consideration for reduction because of the one-bedroom units. If the one-bedroom units are given a ratio of 1.25, the total number for required parking would be 468 stalls. The site plan proposes 504 stalls. The Commission may make a finding and make an adjustment although the Commission is not required to do so. The Mira Vista project is to the east of this project and outside of the Vintaro area. These apartments will have access on 400 South and 860 East. In an earlier project we looked at other city parking requirements, and the City's requirements align pretty well. Most cities require two spaces per unit. Some cities have visitor parking requirements and some do not. It evens out.

Andy Spencer stated American Fork and Pleasant Grove coordinated the alignment of 620 South. There is one item to cover in detail and that is the proposed alignment of 860 East. This alignment puts the burden of future improvements on the west side. They feel it is a logical alignment because of the improvements made north to south. As this project proceeds to Council,

discussion needs to be held on three items relative to the layout of 860 East, the final plat, and the site plan. Staff has discussed this with them, and they understand the contemplations. If the Council says no to these items, there will be some impacts. If centering is required then the site plan will need to be revisited. The trail on west side so 860 East matches the existing roadway. There is no cause for change tonight. Additional items are covered in the staff report.

Applicant Presentation:
Jayson Newitt stated there are 252 class A apartments with Granite counter tops, stainless steel appliances, and nicer finishes. They have planned the roadways and such to reflect well on the City. They are concerned with parking as well and don't want to under park the project. Under parking increases tenant complaints, and then people don't want to rent. They have a third-party, professional management group to manage the property. They feel the parking is adequate with two stalls per unit.

PUBLIC HEARING (Preliminary Plan)
No comments were made, and the public hearing was closed.

PUBLIC HEARING (Final Plat)
No comments were made, and the public hearing was closed.

Commission Discussion:
John Woffinden stated a one-room apartment doesn't bring in just one car. It is a flaw in the system to think this way.

Nathan Schellenberg questioned a sidewalk to State Street. With less parking, the community needs to be walkable to get to transit.

Andy Spencer stated there is about a 300-foot gap in the sidewalk to State Street. The Code allows the Commission to require them to extent those critical facilities. Others in this area have been required to extend the sidewalk. The Planned Community Zone is a walkable community.

Christine Anderson stated she is not comfortable with the parking ratio. It isn't plausible that a one-bedroom unit would have only one vehicle.

MOTION: Nathan Schellenberg - To approve the preliminary plan of Rivulet Subdivision, located at approximately 680 East 400 South, subject to any findings, modifications and conditions listed in the engineering report.

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Subject to the sidewalk, curb, and gutter being extended to meet the sidewalk, curb, and gutter on the north end of the project.**

Seconded by Harold Dudley.

Yes - Harold Dudley
Nathan Schellenberg

		Rebecca Staten	
		John Woffinden	
No	-	Christine Anderson	Motion passes.

4. Hearing, review and action on the final plat and site plan for Rivulet Apartments, located at 860 East 400 South in the PC Planned Community zone (7:31 p.m.)

MOTION: Nathan Schellenberg - To recommend approval of the final plat for Rivulet Subdivision, located at approximately 680 East 400 South with the finding (#1) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

Finding:

- **The final plat meets the criteria as found in Section 17.7.211 of the Development Code.**

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Subject to the sidewalk, curb, and gutter being extended across the lot to the north to meet the sidewalk, curb, and gutter that is existing.**

Seconded by Harold Dudley.

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

MOTION: Nathan Schellenberg - To recommend approval of the Rivulet Apartments site plan, consisting of 252 units, located at approximately 680 East 400 South with the findings (#2, #3) listed in the staff report and subject to any findings, modifications and conditions listed in the engineering report.

Findings:

- **The site plan meets the criteria as found in Section 17.7.507 of the Development Code, subject to a finding by the Planning Commission that an adjustment in the required number of parking stalls is warranted.**
- **The Planning Commission finds that an adjustment to the required parking spaces (2.0 spaces per unit) is warranted based upon evidence provided by the applicant.**

Conditions:

- **All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**
- **Subject to the curb, gutter, and sidewalk being extended across the lot to the north to meet the existing curb, gutter, and sidewalk.**

Seconded by Harold Dudley.

Yes	-	Harold Dudley	
		Nathan Schellenberg	
		Rebecca Staten	
No	-	Christine Anderson	
		John Woffinden	Motion fails.

Further Discussion:
John Woffinden doesn't want another Olive Garden where you have to park six blocks away. He feels the parking needs to be adjusted. To say a one-bedroom apartment has only one car is not true. Ninety-nine percent of married people both work and go to school or a combination thereof. They are not driving together. If you took a survey, by far the majority would have two cars. The Haymaker project is a prime example of not having enough parking. The deviation of 63 spaces is a huge.

Harold Dudley stated is a little confused on the Code. The Code leaves the Commission with some discretion. He feels the parking doesn't meet the recommendation, but it meets the ordinance. The Vintaro development is catered toward a walkable community. Parking is a difficult thing and has been for years for developments. Sometimes they get it wrong like Olive Garden. This is a residential development with a professional who has looked at the parking ratio. He questioned if it was being denied just because our kids have two cars. That isn't a good reason to deny it when they have a good plan. The times are changing and people are going to more walkable communities. Sometimes governments get it way wrong. He has seen developments with cars parking on the road. He doesn't think this rational is any better than the developer. The Commission does have the Code.

Christine Anderson stated moving from two stalls to one stall is quite a bit. She has two concerns. One she doesn't see how this is walkable because they are not near shopping. Second it just becomes sticky if 60 spaces are allowed to go missing. It's s slippery slope. She questioned if the Commission needed to review the Code.

Nathan Schellenberg stated if all the units were two or three-bedroom units, the Code would still only recommend 2.25 stalls per unit. There is a certain vacancy rate to consider. There ought to be some adjustment in his mind based on the size of the units for parking.

Adam Olsen stated the parking does meet the two stalls per unit. It is deficient because it does not provide extra stalls for visitor parking. The parking ordinance allows the Commission to give flexibility if it is warranted. They put forward information showing they feel it is sufficient for the numbers they provided. The intent of the Vintaro project was to be walkable. There are transit routes on State Street. The Ordinance does give discretion. The Code came from a national standard. The surrounding cities are similar and some are exactly the same. It is open to the Commission's interpretation or judgment.

MOTION: Harold Dudley - To recommend denial of the Rivulet Apartments site plan, consisting of 252 units, located at approximately 680 East 400 South based upon that they do not meet Section 3.1 of the Parking Code, including the sidewalk to the parcel to the north as part of the other previous two motions on this item. Seconded Christine Anderson.

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

5. 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 State Road, in the SC-1 (Planned Shopping Center) Zone and the R4-7,500 Zone (7:55 p.m.)

Staff Presentation:
Adam Olsen stated this item was before the Commission at the last meeting and was tabled. The items to be addressed have been fixed, i.e. increased setbacks between the buildings by the Seven C's community, addition of guest parking spaces, increased setback between buildings, and sidewalks on both sides of the street. These have all been taken into account and shown on this revised site plan. The only area left that they are asking for a consideration is the provision of RV parking. The Code allows the Commission to make a finding that the intent of the provisions has been met. Their draft CC&R's prohibit the storage of RV's, trailers, and boats.

Andy Spencer stated they have done what they could to fit it all in. Some areas have four-foot sidewalks on one side of the road. This is an exception they are requesting. The private drives attempted to meet what the Commission discussed. They expressed to staff that they would add the colored lanes to the private drives to differentiate for pedestrian path ways.

Applicant Presentation:
Lynn Bowler stated they worked hard to address all the concerns from the last meeting. He had listed seven items. One, setbacks between building 2 and 3 to the south has been redesigned and at a minimum of 20 feet. Two, the setback between Timp Rental and building 1 was moved so the landscaping is on their side of the wall. Three, the sidewalks throughout on all the main roads has been added with some at 5 feet and some at 4 feet. Four, all ADA requirements are met. Five, the crash gates on 450 West on the north and south were removed and added a curb return at the end to match asphalt widths. Six, they went back and counted the parking stalls. They had 152 stalls and needed 153 stalls so they added seven stalls for a total of 159. Seven, they added colored concrete to the private drives on each site for walkability. Also in looking at installing an eight-foot wall, there were concerns with the site triangle for those backing out from building 1E. The wall has been moved back a little on the Timp Rental property and added landscaping. Their CCR's will not allow RV parking and no parking on all private lanes has been added.

Commission Discussion:
Christine Anderson stated the changes are amazing that they have met the requirements as suggested.

John Woffinden agreed. This is great.

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

MOTION: Christine Anderson - To approve the Green Spring Meadows PUD preliminary

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM Review and action on an Ordinance approving the vacation of an easement at 164/176 North 150 West Circle.

SUMMARY RECOMMENDATION Approval of the Ordinance of Easement Vacation at 164/176 North 150 West Circle.

BACKGROUND This was anticipated at the time of approval of the James Court Cottage Development, Plat B that was approved at the June 9, 2015 meeting.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Ordinance approving the vacation of an easement at 164/176 North 150 West Circle.

SUPPORTING DOCUMENTS Ordinance of Easement Vacation

ORDINANCE NO.

AN ORDINANCE VACATING AN EASEMENT AT 164/176 NORTH 150 WEST CIRCLE, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request by the owner to vacate an Easement at 164/176 North 150 West Circle, and

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

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement and a public hearing was held on August 25, 2015 regarding such intent and carefully considered the comments of the public thereof.

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

SECTION I: Vacation of an Easement at 164/176 North 150 West Circle, American Fork, Utah

A. The City Council of American Fork City finds and declares that there is good cause for vacating the Easement at 164/176 North 150 West Circle and that vacating it will not be detrimental to the public interest.

B. Easement Vacation Description:

   The public utility easement shown on the common boundary line of Lot 6 and Lot 7 of James Court Cottage Development, Plat A, entry number 2013-86227, being five feet in each side of the common lot for a total width of ten feet.

SECTION II: SEVERABILITY

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

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. **PASSED AND ADOPTED** by the City Council of American Fork City this 25th day of August, 2015.

ATTEST:

_____
James H. Hadfield, Mayor

_____
Richard M. Colborn, City Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM Review and action on an Ordinance approving the vacation of an easement at 841 West Pacific Drive.

SUMMARY RECOMMENDATION Approval of the Ordinance of Easement Vacation at 841 West Pacific Drive.

BACKGROUND This was anticipated at the time of approval of the AFCC, Plat Q, that was approved at the July 28, 2015 meeting.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Ordinance approving the vacation of an easement at 841 West Pacific Drive.

SUPPORTING DOCUMENTS Ordinance of Easement Vacation

ORDINANCE NO.

AN ORDINANCE VACATING AN EASEMENT AT 841 West Pacific Drive, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request by the owner to vacate an Easement at 841 West Pacific Drive, and

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

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement and a public hearing was held on August 25, 2015 regarding such intent and carefully considered the comments of the public thereof.

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

SECTION I: Vacation of an Easement at 841 West Pacific Drive, American Fork, Utah

A. The City Council of American Fork City finds and declares that there is good cause for vacating the Easement at 841 West Pacific Drive and that vacating it will not be detrimental to the public interest.

B. Easement Vacation Description:

   A portion of a 30 foot wide Public Utility Easement shown on the American Fork Commercial Center Plat "C", entry number 2002-131191, being described as follows:

   Beginning at a point which is South 4313.47 feet and West 666.36 feet from the North Quarter Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base & Meridian, running thence North 65°05'23" Est 615.32 feet; thence South 24°54'37" East 30.00 feet; thence South 65°05'23" West 599.97 feet; thence North 52°00'41" West 33.70 feet to the point of beginning. Contains 18,229 sf or 0.42 ac.

SECTION II: SEVERABILITY

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

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. **PASSED AND ADOPTED** by the City Council of American Fork City this 25th day of August, 2015.

ATTEST:

_____
James H. Hadfield, Mayor

_____
Richard M. Colborn, City Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM Review and action on an Ordinance approving the vacation of an easement at 864 East 120 North.

SUMMARY RECOMMENDATION Approval of the Ordinance of Easement Vacation at 864 East 120 North.

BACKGROUND This was anticipated at the time of approval of the Andersen Acres P.U.D. Plat B that was approved at the June 9, 2015 meeting.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Ordinance approving the vacation of an easement at 864 East 120 North.

SUPPORTING DOCUMENTS Ordinance of Easement Vacation

ORDINANCE NO.

AN ORDINANCE VACATING AN EASEMENT AT 864 EAST 120 NORTH, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request by the owner to vacate an Easement at 864 East 120 North, and

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

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement and a public hearing was held on August 25, 2015 regarding such intent and carefully considered the comments of the public thereof.

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

SECTION I: Vacation of an Easement at 864 East 120 North, American Fork, Utah

A. The City Council of American Fork City finds and declares that there is good cause for vacating the Easement at 864 East 120 North and that vacating it will not be detrimental to the public interest.

B. Easement Vacation Description:

   The public utility easement shown on the common boundary line of Lot 12 and Lot 13 of Andersen Acres P.U.D., Plat A, entry number 2006-15886, being five feet in each side of the common lot for a total width of ten feet.

SECTION II: SEVERABILITY

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

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. **PASSED AND ADOPTED** by the City Council of American Fork City this 25th day of August, 2015.

ATTEST:

_____
James H. Hadfield, Mayor

_____
Richard M. Colborn, City Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
August 25, 2015

Department Public Works **Director Approval** _____

AGENDA ITEM Review and action on an Ordinance approving the vacation of an easement at 1158 North 1150 East.

SUMMARY RECOMMENDATION Approval of the Ordinance of Easement Vacation at 1158 North 1150 East.

BACKGROUND This was anticipated at the time of approval of the Southam Acres, Plat B.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Ordinance approving the vacation of an easement at 1158 North 1150 East.

SUPPORTING DOCUMENTS Ordinance of Easement Vacation

ORDINANCE NO.

AN ORDINANCE VACATING AN EASEMENT AT 1158 NORTH 1150 EAST, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request by the owner to vacate an Easement at 1158 North 1150 East, and

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

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement and a public hearing was held on August 25, 2015 regarding such intent and carefully considered the comments of the public thereof.

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

SECTION I: Vacation of an Easement at 1158 North 1150 East, American Fork, Utah

A. The City Council of American Fork City finds and declares that there is good cause for vacating the Easement at 1158 North 1150 East and that vacating it will not be detrimental to the public interest.

B. Easement Vacation Description:

   The public utility easement shown on the common boundary line of Lot 1 and Lot 4 of Southam Acres, Plat A, entry number 2006-132939, being five feet in each side of the common lot for a total width of ten feet.

SECTION II: SEVERABILITY

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

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. **PASSED AND ADOPTED** by the City Council of American Fork City this 25th day of August, 2015.

ATTEST:

_____
James H. Hadfield, Mayor

_____
Richard M. Colborn, City Recorder

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 25, 2015

Department Police Department **Director Approval** *Lance Call*

AGENDA ITEM Prisoner Transport Contract

SUMMARY RECOMMENDATION The Police Department recommends the city enter into a one year agreement/contract with All Pro Security (APS) to transport all AFPD arrestees (prisoners) from the Utah Co. Jail to the 4th District Court and back for all mandatory court appearances

BACKGROUND It currently is the practice, and always has been, for the American Fork Police Department to be responsible for the transportation of AFPD arrestees/inmates from the county jail to the 4th District Court and back when the arrestees were required to appear before the court in their criminal proceedings. Last year (2014) there were 422 arrestees transported by AFPD officers to District Court. This practice has proven to be inefficient and costly.

> **Staffing** - The staffing for these jail transports has been accomplished through our officers volunteering to work the details on their free time for overtime wages. When volunteers weren't available, on-duty detectives have been forced to conduct the jail transports. The practice of forcing on-duty detectives to perform the transports has been detrimental to the department and the city because it takes the detectives away from working active criminal cases. Accordingly, investigation cases aren't being cleared in as timely a fashion as they would be otherwise.
>
> **Cost** - We calculated the department costs of conducting in-house jail transports to be $21,188.84 for 2014. We estimate the cost to the department to have APS perform the transports for us to be $17,522.50 a year representing a savings of $3,666.34 a year.

In addition to the direct savings of $3,666.34, there are substantial unseen savings in the amount of time required by department supervisors to manage and supervise the jail transport operation. Court notifications for pending transports sometimes only allow a couple of hours notice. Supervisors then must scramble to find officers to cover the transport assignments. With the approval of this service contract, the responsibility of those transports rests entirely with APS and not with the police department, thus freeing up the detectives and supervisors to continue in their assigned duties.

BUDGET IMPACT Funds to finance this contract are in the current budget of the police department. The in-house transports are currently funded through overtime wages. With

outsourcing the transports, the funds necessary to pay the contract can be adjusted from the overtime wages saved.

SUGGESTED MOTION Move to authorize the Mayor to enter into a one year service contract with All Pro Security for the transporting of AFPD arrestees/prisoners from the Utah County Jail to 4th District Court and back for mandatory court appearances.

SUPPORTING DOCUMENTS

1. Contract

1390 W. State Street, Pleasant Grove, UT 84062
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www.apsguards.com

COURT SECURITY SERVICES AGREEMENT

THIS AGREEMENT, entered into on the 1st day of August 2015, by and between ALL PRO SECURITY (Hereinafter "APS"), a Utah limited-liability company, and American Fork City (hereinafter "Client").

1. **Scope of APS Services.** During the term of this Agreement, APS shall be Client's **exclusive** outside transport personnel. APS will provide personnel for prisoner transport services, and the services specified in paragraph 4 below. Unless specifically delineated in section 4 below, APS is not acting as a security consultant for client and the scope of services shall not exceed the services specifically delineated in this Agreement.

2. **Cost for Services.** Client shall pay APS for its services at the following rates:

Item	Costs	Comments
Round-Trip Prisoner Transport To and From Utah County Jail	$185.00 per Trip	**Round Trip**

Client shall pay 1.5 times the above-listed hourly rate for services and travel time by Deputy Constables on legal holidays. Other than legal holidays, the Client shall not pay overtime rates as part of this Agreement. APS agrees to adjust schedules to accommodate short-term changes in daily service requirements to help manage costs. No additional fee shall be charged on holidays for equipment, automobiles, fuel or scheduling/dispatch. The table in this Section 2 may be amended from time to time, but in no event shall the transport rate for services be increased or decreased unless the parties amend this Agreement in writing. Prices stated in Section 2 shall be firm for the initial one-year term of this Agreement. Client shall pay in full the amount of each invoice in compliance with the Terms and Conditions set forth in this Agreement.

APS transport vehicles have a 10 prisoner capacity. On days that the Client has 10 or less prisoners to be transported, Client shall not be billed more than $185 (the cost of a single round trip). If Client has more than 10 prisoners to be transported in a single day, Client will be billed $185 for the first round trip, and then billed an additional $40 per prisoner for each prisoner in excess of 10. If APS provides court transport services on the same route to third-party agencies that necessitate more than one round trip per day, the Client shall not be billed for the additional trips needed to transport third-party agency prisoners.

3. **Term of Agreement.** APS agrees to provide for the Client the constable and prisoner transport services described below, for the period of August 1, 2015 until July 30, 2016 or the date of execution of this Agreement if later than the aforementioned date. Thereafter, this Agreement will automatically renew for successive one (1) year periods for two (2) years, unless either party gives written notice to the other party of its desire not to renew the Agreement at least ninety (90) days before the end of the initial or then current renewal term. Parties agree that once this contract is signed, APS will acquire the necessary transport vehicles. It is understood that there will be a minimum 4-8 weeks order time for the purchase and outfitting of said vehicles. APS can handle Friday transports immediately.

4. **Specific Services.** APS shall provide Client with transport services. In general, APS shall perform the following services at the following designated locations: Fourth District Court in American Fork, UT. Contractor shall provide Court constable and prisoner transport services to this location at scheduled times. Client shall provide changes in schedules and work locations to APS via email to admin@apsguards.com The current request for security services is on Tuesday (Either 8:30 am or 12:30 PM), Friday 8:30 am and occasionally on Wednesday or Thursdays. The Court typically advises of daily service requirements the same morning that the court transports are to take place. APS shall be responsible for communicating directly with the Court in regards to the scheduling of daily service requirements, and shall not bill Client for any alleged

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losses occurring as a result of scheduling changes. Client shall not be held financially responsible for scheduling changes made by the Court. If APS wishes to change their scheduling or communication arrangement with the Court, APS shall be responsible for such arrangements.

5. **Additional Conditions.** Client shall give APS access to Client's jail cells and holding facility, including the garage entrance to bring in prisoners.

6. **Personnel.** The personnel provided by APS (hereinafter "Personnel") are either employed by APS or are retained under contract by APS. Personnel are neither employees of Client nor contractors of Client. Client shall not be responsible for any employment tax or other employee withholding charges in connection with the use of Personnel hereunder. Personnel shall be assigned by APS without regard to race, age, color, creed, sex, national origin, disability or any other basis protected by law. If Client has any complaint as to the performance, or training of any Personnel, Client shall inform APS of the same in writing and APS shall make reasonable attempts to address Client's concerns. APS shall retain full control over which Personnel are assigned to provide security services to Client. Any actions of a guard, contrary to or in addition to these duties, are done on the guard's own initiative and are not part of the contractual arrangement. Further, no course of conduct can change the duties of the contract.

7. **Limitation of Liability. CLIENT AGREES THAT APS IS NOT AN INSURER OF CLIENT'S PROPERTY OR ASSETS.** The amounts paid for APS's services hereunder are based on the value of the services provided, not the value of Client's assets or property. Client expressly acknowledges that APS is not responsible for the performance or failure of any and all electronic alarm systems, cameras, or security systems installed on Client's premises. Notwithstanding anything to the contrary herein, if Client (i) requests APS or its Personnel to operate a motor vehicle other than the one assigned by APS, Personnel may refuse; however, if Personnel agree to operate such vehicle, Client agrees to have the vehicle fully insured for at least one million dollars ($1,000,000.00) for all-risk motorist liability.

8. **Reciprocal Indemnification.** To the fullest extent permitted by law, APS shall indemnify, defend and hold harmless the Client and its elected officials, appointed officers, agents, representatives, and employees from and against all direct, indirect or consequential losses, claims, damages, liabilities, liens, costs, citations, penalties, fines and expenses, including but not limited to court costs and attorney fees, arising out of or resulting from any intentional, willful, wanton, reckless or negligent act or omission of APS or any of its subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless APS and its officers, managers, members, agents, representatives, and employees from and against all direct, indirect or consequential losses, claims, damages, liabilities, liens, costs, citations, penalties, fines and expenses, including but not limited to court costs and attorney fees, arising out of or resulting from any intentional, willful, wanton, reckless or negligent act or omission of the Client or any of its subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity obligation shall not be construed as negating, abridging, supplanting or otherwise reducing any other right or obligation of indemnity, which may otherwise exist in favor of either Party to this Agreement, nor shall it be construed as waiving, abridging or supplanting any right either Party has to assert governmental immunity or other immunity or privilege in relation to claims or causes of action asserted by entities or individuals not party to this Agreement. Neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for loss or damage resulting from the other Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own property and facilities resulting from acts of third parties.

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The indemnitee shall promptly tender claims to the indemnitor; however, failure to tender does not diminish the indemnitor's obligations, except to the extent of any actual prejudice. To indemnify means to defend and hold harmless the indemnitee from all judgments, claims, damages, losses and expenses, including reasonable attorney fees and expert witness fees.

9. **Insurance.** Client agrees that it will at all times maintain a comprehensive liability insurance policyproviding casualty and liability coverage on all its property and assets, premises and business, and personal injury for persons on its premises.

APS shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by the Client:

a) APS's Worker's Compensation Insurance shall be written for not less than the statutory limits required by Utah law and APS's Employer's Liability Insurance shall be written for not less than One Million Dollars ($1,000,000).

b) APS's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than One Million Dollars ($1,000,000).

~~c)~~ APS's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than Two Million Dollars ($2,000,000) each occurrence.

Client shall be named as an additional insured on the above-referenced insurance policies. APS shall not commence service under this Agreement until all of the insurance required herein shall have been obtained by APS. APS shall furnish to the Client Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that the Client will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

10. **Termination of Agreement.** Both Client and APS shall have the right to terminate this Agreement upon 30 days written notice, for no reason and without cause.

11. **Assignment.** Neither party will assign this Agreement without the express written approval of the other party.

12. **Non-Waiver.** Failure of either party to enforce any term, provision or obligation hereunder shall not constitute a waiver of that party's right to enforce all the terms, conditions and provisions herein, nor shall any failure to selectively enforce a term or provision affect the validity of such terms or provisions, or of the entire Agreement.

13. **Authorization.** Client hereby represents and warrants to APS that Client has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms, provisions, and covenants and conditions hereof, and that the execution and delivery of this Agreement have been duly authorized by proper corporate or other required action. Client further warrants that APS is in no way infringing upon any existing contract between Client and another party and that APS has made no attempt to induce Client to wrongfully terminate an existing contract with any other party.

14. **Notices.** Any notice required or permitted hereunder to be in writing shall be typed or printed and shall be mailed postage prepaid to APS at 1390 W. State St., Pleasant Grove, UT 84062.

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Office: (801) 796-1227 ▪ Fax: (801) 796-3737
www.apsguards.com

15. **Invoices and Late Fee.** Client hereby agrees that all invoices submitted to Client are payable on receipt to the remittance address on the invoice. Client shall pay a late charge of five percent (5%) for invoiced amounts that remain unpaid for more than thirty (30) days. Client will bear all costs of collection of any past due amounts that are not contested by Client, including without limitation APS's reasonable attorney's fee, costs and expenses of collection, including filing fees, service fees, mediator or arbitrator fees, document preparation fees, postage, copying, travel, long distance tolls, computer legal research, investigations, expert witness fees, and other expenses incurred, whether or not the case goes to judicial litigation.

16. **Entire Agreement.** The terms and conditions set forth herein constitute the entire and complete Agreement between the parties pertaining to the subject matter hereof. No representations, inducements, promises or agreements of APS or any of its representatives not expressly set forth herein will be of any force or effect, and all such are superseded by this Agreement. Client represents and agrees that it has not relied upon any representation, promise or agreement or communication not set forth herein and waives any right to claim anything to the contrary. This Agreement cannot be modified except by the express written agreement of the parties, signed by both parties hereto and no modification will be binding unless so written and signed.

17. **Severability.** Client and APS agree that if any term of this Agreement is held to be unenforceable under applicable law, such term will be severed from the Agreement, the remaining terms and provisions of which shall be enforceable and continuing.

18. **Governing Law and Venue.** This Agreement will be interpreted under and governed by the laws of the State of Utah and any action brought to enforce or challenge the same must be venued in a Fourth District Court of Utah.

19. **Independent Contractor Status**. This Agreement does not constitute a hiring by either party and it is the parties' intent that the parties remain wholly independent. Neither party is an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Utah State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments. APS shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. Client shall not act as an agent of APS, ostensibly or otherwise, nor bind APS in any manner, unless specifically authorized to do so in writing.

20. **Time.** As it pertains to this Agreement, time is of the essence.

21. **Representation**. In compliance with the Utah Department of Professional Licensing, Security Personnel Licensing Act Rules R156-63-608, client acknowledges that APS represents that it is a private security company and is not a public law enforcement agency nor is it associated with the same.

BY SIGNING BELOW, CLIENT ACCEPTS THE FOREGOING TERMS AND CONDITIONS.

AMERICAN FORK CITY

_____

By: James H. Hadfield
Its: Mayor

ALL PRO SECURITY L.L.C.
By: _____