

AMERICAN FORK CITY COUNCIL  
SEPTEMBER 8, 2015  
NOTICE OF PUBLIC HEARING, REGULAR SESSION AGENDA

PUBLIC HEARING

The American Fork City Council will meet in a public hearing on **Tuesday, September 8, 2015, in the American Fork City Hall, 31 North Church Street as follows:**

1. 7:20 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*

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, September 8, 2015 in the American Fork City Hall, 31 North Church Street, commencing at 7:30 p.m.** The agenda shall be as follows:

1. Pledge of Allegiance; prayer by Councilman Carlton Bowen; roll call.
2. Presentation of a Community Service Award to Jean Abrams for her 7 years of service on the Steel Days Committee.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report.
5. Council Reports concerning Committee Assignments.
6. Mayor's Report

COMMON CONSENT AGENDA

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

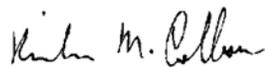
1. Approval of the August 20, 2015 Work Session Minutes
2. Approval of the August 25, 2015 City Council minutes
3. Approval of City bills for payment, manually prepared checks, and purchase requests over \$25,000
4. (Common Consent Agenda) - Approval regarding authorization to release the Improvements Durability Retainer for the project known as Old Mill Lot 1 Plat B, at 643 North 230 East in the amount of \$935.40. (*Requested by Dale Goodman, Public Works*)
5. (Common Consent Agenda) – Approval of the purchase of real property for right-of-way associated with the 500 East 980 North Art Dye Park Access Project. (*Requested by Dale Goodman, Public Works*)

ACTION ITEMS

1. Review and action on an Ordinance approving the vacation of an easement at 841 West Pacific Drive. (*Requested by Richard Colborn, Recorder*)
2. Review and action on an Ordinance approving the vacation of an easement at 864 East 120 North. (*Requested by Richard Colborn, Recorder*)
3. Review and action on an Ordinance approving the vacation of an easement at 164/176 North 150 West Circle. (*Requested by Richard Colborn, Recorder*)
4. Review and action on an Ordinance approving the vacation of an easement at 1158 North 1150 East. (*Requested by Richard Colborn, Recorder*)

5. Review and action on an Ordinance approving a zone map amendment from the GC-2 General Commercial to the PC-Planned Community zone, located in the area of 585 South 500 East. *(Requested by Adam Olsen, Planning)*
6. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
  - a. Review and action on the Final plat of Southam Acres Plat B, consisting of one lot, located at 1158 North 1150 East in the R1-12,000 Residential Zone. *(Requested by Adam Olsen, Planning)*
  - b. Review and action on the Final plat of Fairways at Temple View Subdivision Plat B, consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential zone. *(Requested by Adam Olsen, Planning)*
  - c. Review and action on an Ordinance approving a commercial site plan for a restaurant located at 160 North West State Street, located in the SC-1 Planned Shopping Center zone. *(Requested by Adam Olsen, Planning)*
  - d. Review and action on an Ordinance approving an amendment to the overall concept plan for a portion of phase 1-L of the Vintaro Planned Community Project located in the area of 585 South 500 East in the PC-Planned Community Zone. *(Requested by Adam Olsen, Planning)*
7. Review and action on an ordinance establishing a four-way stop intersection at 700 North 900 East. *(Requested by Dale Goodman, Public Works)*
8. Review and action regarding an ordinance approving a Telecommunications Franchise Agreement with Syringa Networks, LLC. *(Requested by George Schade, Technology)*
9. Review and action on approval of a solid waste collection agreement with Republic Services of Utah to provide collection services for the City of American Fork. *(Requested by Craig Whitehead, Administration)*
10. Consideration and action on entering into an Executive Session to discuss the acquisition of real property.
11. Adjournment.

Dated this 2 day of September 2015



Richard M Colborn  
City Recorder



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Public Works      **Director Approval** Dale Goodman

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Durability Retainer for the project known as Old Mill Lot Plat B.<Enter the Agenda Title Here>

**SUMMARY RECOMMENDATION** The City Engineer recommends that the Improvements Durability Retainer be released. The improvements were found in a condition meeting City standards for workmanship and performance after one (1) year of service.

**BACKGROUND** Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action. The City will withhold \$150 for the purchase and placement of a “No Parking - Fire Lane” sign.

**BUDGET IMPACT** Following the release of the Improvements Durability Retainer, the City is responsible for all future maintenance and replacement costs for any publicly-owned property or improvement. In developments with Home-Owners or Unit-Owners Associations, all common area maintenance and replacement responsibilities will then fall to the Association. All privately-owned improvements will be the responsibility of the owner of the given parcel.

**SUGGESTED MOTION** Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer for Old Mill Lot Plat B withholding \$150 for the purchase and placement of a “No Parking - Fire Lane” sign. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

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

**SUPPORTING DOCUMENTS**

Old Mill Lot Plat B Improvements-Durability-Retainer-Release-Auth-City-Council 9-8-2015  
(DOCX)



**IMPROVEMENTS DURABILITY  
RETAINER  
RELEASE AUTHORIZATION**

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvements Durability Retainer for Old Mill Lot Plat B pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

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

Amount Released: \$935.40

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
Richard M. Colborn, City Recorder



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Public Works      **Director Approval** Dale Goodman

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

**SUMMARY RECOMMENDATION** The City Engineer recommends the approval to purchase real property on a parcel within the above referenced project. Total area to be purchased is 1,053 square feet.

**BACKGROUND** The scope of work for the 500 East 980 North Art Dye Park Access Phase 2 Project requires the acquisition of private property that will be incorporated into the street right-of-way. Council representatives and staff have been negotiating for several months regarding the purchase of said property as well as others in the vicinity. Purchase of this property will enable us to move forward with the improvements planned for the project.

**BUDGET IMPACT** \$8,000 for 1,053 square feet - Purchase is part of the 980 North Art Dye Park North Access Phase-2 Project.

**SUGGESTED MOTION** Move to approve the purchase of real property on 980 North associated with the Art Dye North Access Project and authorize the Mayor to sign the Real Estate Purchase Agreement document.

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

**SUPPORTING DOCUMENTS**

Real Estate Purchase Agreement ROWLEY with Rowley signatures (PDF)  
Statement of Just Compensation - Rowley (PDF)

## REAL ESTATE PURCHASE AGREEMENT

This Agreement is made on this 31 day of August, 2015 between the City of American Fork (hereinafter referred to as "Purchaser") and Lin and Deborah Rowley (hereinafter referred to as "Seller").

### RECITALS

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

WHEREAS, Seller agrees to sell said parcel to Purchaser.

### AGREEMENT

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

1. Property Description.
  - a. The subject property is a one thousand fifty-three square foot (1,053 sq. ft.) parcel of real estate owned by Seller located at approximately 370 East 980 North in the City of American Fork, Utah, County of Utah, State of Utah (hereinafter referred to as the "Property").
  - b. The legal description of the Property is one thousand fifty-three square feet (1,053 sq. ft.) of Parcel No. 12:061:0097;
2. Purchase Price and Conditions of Payment.
  - a. Purchaser shall pay to Seller six dollars and fifty cents per square foot (\$6.50/sq. ft.) for a total of six thousand eight hundred forty-four dollars and fifty cents (\$6,844.50), to be paid in its entirety in cash or certified funds at the time of closing the sale.
  - b. Purchaser shall pay Seller one dollar and thirty-five cents per square foot (\$1.35/sq. ft.) for a total of six hundred ninety-five dollars and twenty-five cents (\$695.25) to acquire 515 square feet of sod and sprinkling system on parcel no. 12:061:0097.
  - c. Purchaser shall pay Seller four dollars and twenty cents per square foot (\$4.20/sq. ft.) for a total of one thousand one hundred and thirteen dollars (\$1,113.00) to acquire 265 square feet of concrete on parcel no. 12:061:0097.
  - d. Purchaser shall pay Seller six hundred sixty-five dollar each (\$665.00/each) for a total of one thousand three hundred and thirty dollars (\$1,330.00) to acquire 2 trees on parcel no. 12:061:0097.

- e. A special benefit credit of \$1,982.75 shall be applied to the total compensation for work requested by the Seller which is outside the scope of work related to this project. Said credit shall reduce the compensation amount due Seller to \$8,000 total.
  - f. At the option of Purchaser, the transaction may be handled through a title and escrow company selected by Purchaser and at Purchaser's expense, in which event, at closing the title company will disburse funds to lien holders, mortgagees or others having an interest in the Property, with the remainder of the purchase price paid to Seller.
3. Real Estate Taxes, Assessments, and Adjustments.
    - a. Real Estate Taxes accrued against the Property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the Property through the date of closing. Purchaser shall pay all taxes assessed against the Property after the date of closing.
  4. Possession of the Property.
    - a. Purchaser shall be given possession of the property on or before September 1, 2015.
  5. Title to the Property and Grant of Easement.
    - a. The Property shall be conveyed to Purchaser by way of Warranty Deed, free of all liens and encumbrances.
    - b. Seller shall convey to Purchaser a 'Permit To Enter And Construct' pursuant to the form attached hereto as Exhibit "A."
  6. Improvements.
    - a. The Property sale is for real property in an "as is" condition with no further representation of improvement, physical, or environmental condition of the Property.
    - b. The area impacted by Purchaser's use of the 'Permit To Enter And Construct', will be fully and completely restored by Purchaser's contractor to the satisfaction of Seller.
    - c. Existing ornamental fence, mailbox, lamp posts, and driveway restoration will be restored by City contractor with no cost to the Seller.
    - d. All existing vegetation above sod grade will be removed north of the agreed upon driveway removal/replacement point. The driveway replacement point is generally considered to be a line more or less parallel to the northern property line extending from the current pond outlet pipe. This removal is done at the request of the property owner.

- e. Frontage improvements shall include: curb and gutter, 5-foot landscape strip, and a 5-foot sidewalk. Park strip is included to facilitate the existing power pole.
- f. Ornamental fence will be replaced directly south of sidewalk with turf grass and sprinklers being placed to repair landscape areas disturbed south of sidewalk.
- g. City piping configuration will be placed to allow for a bypass of pond if owners desire. Existing outlet pipe will be relayed using existing materials to discharge to Hampton property ditch.
- h. Upon property owner request, City will submit jurisdictional determination request to the United States Army Corp of Engineers (USACE) for the pond.

7. General Conditions.

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

8. Special Conditions.

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

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

- a. Upon execution of this agreement, Seller agrees to allow Purchaser and/or its representatives to enter the Property in order to conduct any necessary testing, surveying, or other due diligence required for the North Art Dye Park Access project.
- b. Upon execution of this Agreement, Seller agrees to allow Purchaser and/or its representatives, contractors, permittees, and assigns the right to immediately occupy and commence construction or other necessary activity on the Property

and the 'Permit To Enter And Construct' for the purpose of completing the North Art Dye Park Access project.

- c. Seller agrees not to enter into any contract or agreement that will alter or hinder the Purchaser's full use of the Property both prior to and after closing.
- d. Purchaser agrees to indemnify and hold harmless Seller for any harm, injury, or damage that occurs to person or property as a result of Purchaser's occupancy, possession, or use of the Property prior to the Property being transferred to Purchaser. Additionally, Purchaser agrees to indemnify and hold harmless Seller for any harm, injury, or damage that occurs to person or property as a result of Purchaser's use of the 'Permit To Enter And Construct' referenced above.

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

Dated this 31 day of August, 2015.

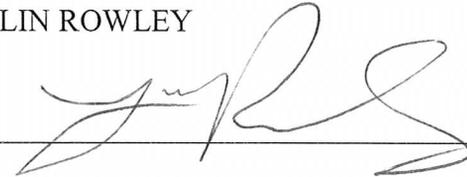
Purchaser:

AMERICAN FORK CITY

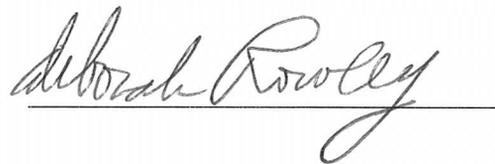
\_\_\_\_\_  
JAMES H. HADFIELD  
Mayor, American Fork City

Seller(s):

LIN ROWLEY

\_\_\_\_\_  


DEBORAH ROWLEY

\_\_\_\_\_  


ATTEST:

\_\_\_\_\_  
RICHARD COLBORN  
City Recorder

Attachment: Real Estate Purchase Agreement ROWLEY with Rowley signatures (1134 : Real Property Purchase Agreement - Rowley)

Exhibit 'A'

Owner Name: Rowley, Lin and Deborah (ET AL)

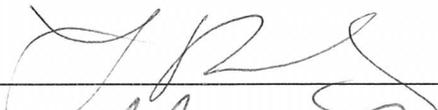
Tax ID No. 12:061:0097

Project: American Fork 500 E & 980 N Art Dye Park Access

PERMIT TO ENTER AND CONSTRUCT

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

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

  
\_\_\_\_\_  
*Deborah Rowley*  
\_\_\_\_\_  
Owner

\_\_\_\_\_  
31 Aug 2015  
\_\_\_\_\_  
8/31/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

Attachment: Real Estate Purchase Agreement ROWLEY with Rowley signatures (1134 : Real Property Purchase Agreement - Rowley)

## STATEMENT OF JUST COMPENSATION

Project No.:	Art Dye No Access	Parcel No.(s):	
Project Location:	500 East & 980 North Art Dye Park Access		
County of Property	Utah	Tax ID#:	12:061:0097
Property Address	approximately 370 East 980 North, American Fork, Utah 84003		
Owner/Grantor(s):	Lin and Deborah Rowley		
Owner Address:	296 East 980 North American Fork, Utah 84003		
Owner's Home Phone:		Owner's Work Phone:	

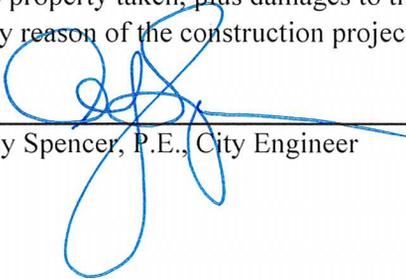
The following information is the basis for the amount estimated by American Fork City to be Just Compensation:

Total Property Area: 1053 Sq. Ft.

TYPE OF INTEREST	PARCEL NO.	SIZE OF PARCEL(SQ FT)	PRICE/SQ. FT.	FACTOR	VALUE
Fee	12:061:0097	1053	\$ 6.50		\$ 6,844.50
Temporary Construction Easement	12:061:0097				\$ -
Improvements/Other:					
Grass and sprinkler system	12:061:0097	515	\$ 1.35		\$ 695.25
Concrete	12:061:0097	265	\$ 4.20		\$ 1,113.00
Trees	12:061:0097	2	\$ 665.00		\$ 1,330.00
Cost to Cure					\$ -
Less: Special benefits as request by owner					\$ (1,982.75)
pipe,USACOE					\$ -
List any improvements that will be replaced/or constructed as part of project: All fence improvements will be restored by the City's contractor. Fill slope will be seeded to stabilize as appropriate for the slope. Contractor will place temporary fence at const. limits if requested.					\$ -
<b>Total</b>					<b>\$ 8,000.00</b>

American Fork City declares that this offer is the amount that has been established by the City as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages to the remaining property, less any benefit that may accrue to said property by reason of the construction project.

8/31/15  
Date

  
\_\_\_\_\_  
Andy Spencer, P.E., City Engineer

Attachment: Statement of Just Compensation - Rowley (1134 : Real Property Purchase Agreement - Rowley)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Recorder      **Director Approval** Richard Colborn

**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**

9- AFCC Q Ordinance Vacation Easement 8-25-2015 (DOCX)

**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 September 8, 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" East 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 8th day of September, 2015.

ATTEST:

\_\_\_\_\_  
James H. Hadfield, Mayor

\_\_\_\_\_  
Richard M. Colborn, City Recorder

Attachment: 9- AFCC Q Ordinance Vacation Easement 8-25-2015 (1120 : Easement Vacation 841 W Pacific)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Recorder      **Director Approval** Richard Colborn

**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**

10- Vacation Easement Ordinance 864 East 120 South 8-25-2015 (DOCX)

**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 September 8, 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 8th day of September, 2015.

ATTEST:

\_\_\_\_\_  
James H. Hadfield, Mayor

\_\_\_\_\_  
Richard M. Colborn, City Recorder

Attachment: 10- Vacation Easement Ordinance 864 East 120 South 8-25-2015 (1121 : Easement Vacation Andersen Acres)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Recorder      **Director Approval** Richard Colborn

**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**

8- Vacation Easement Ordinance 164&176 N 150 W Circle 8-25-2015    (DOCX)

**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 September 8, 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 8th day of September, 2015.

ATTEST:

\_\_\_\_\_  
James H. Hadfield, Mayor

\_\_\_\_\_  
Richard M. Colborn, City Recorder

Attachment: 8- Vacation Easement Ordinance 164&176 N 150 W Circle 8-25-2015 (1122 : Easement Vacation 164 176 N 150 West)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Recorder      **Director Approval** Richard Colborn

**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**

11- Vacation Easement Ordinance 1158 North 1150 East 8-25-2015 (DOCX)

**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 September 8, 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 8th day of September, 2015.

ATTEST:

\_\_\_\_\_  
James H. Hadfield, Mayor

\_\_\_\_\_  
Richard M. Colborn, City Recorder

Attachment: 11- Vacation Easement Ordinance 1158 North 1150 East 8-25-2015 (1123 : Easement Vacation Southam Acres)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Planning      **Director Approval** Adam Olsen

**AGENDA ITEM** Ordinance approving a zone map amendment from the GC-2 General Commercial to the PC-Planned Community zone, located in the area of 585 South 500 East.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the zone map amendment from the GC-2 General Commercial to the PC-Planned Community zone, located in the area of 585 South 500 East as stated in the attached minutes of the August 19, 2015 planning commission meeting.

**BACKGROUND** The applicant proposes to change the zoning on the parcel currently owned by Savage Companies from the GC-2 General Commercial to the PC-Planned Community zone. An amendment to the Vintaro overall concept plan is being addressed as the following item on the agenda. For further analysis please refer to the attached application, staff report and planning commission minutes.

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

**SUGGESTED MOTION** I move to adopt the ordinance approving a zone map amendment from the GC-2 General Commercial to the PC-Planned Community zone, located in the area of 585 South 500 East subject to:

- Pedestrian access and utility improvements as identified in the public record associated with the August 19, 2015 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Ordinance
2. Application
3. Staff report
4. Planning commission meeting minutes, August 19, 2015

**SUPPORTING DOCUMENTS**

- Ordinance - 585 S 500 E 9-8-15 (PDF)  
2. Application (PDF)

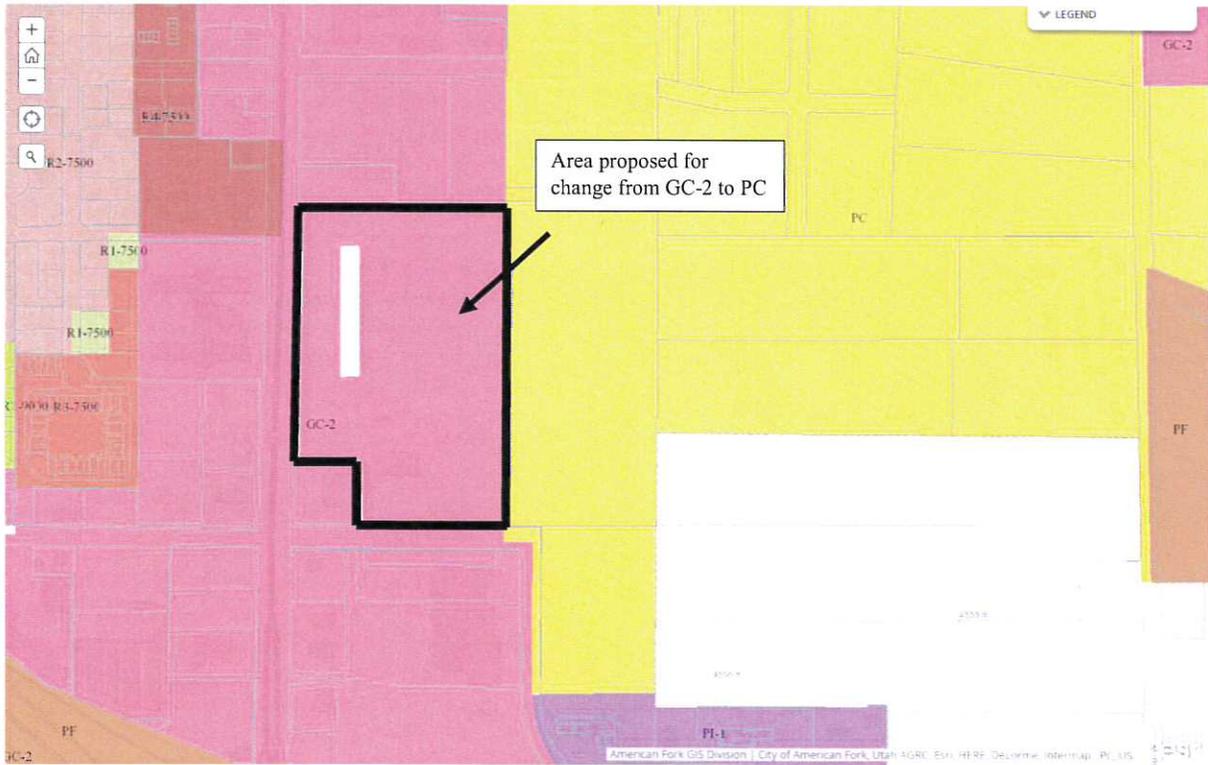
3. Staff Report (PDF)
4. Minutes (PDF)

ORDINANCE NO. \_\_\_\_\_

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

**PART I**

That the Official Zone Map of American Fork, Utah, is hereby amended as shown on the map below in the area of 585 South 500 East from the GC-2 zone to the PC Planned Community Zone.



**PART II**

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

**PART III**

That this Ordinance shall be in force and effect upon its passage and first publication. PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 8 DAY OF SEPTEMBER, 2015.

ATTEST:

James H. Hadfield, Mayor

Richard M. Colborn, City Recorder

Attachment: Ordinance - 585 S 500 E 9-8-15 (1132 : Lankford Zone Map)



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

**ZONE CHANGE (blue)**

**Technical Review Committee Submittal Form**

Project Name: WASATCH 500 EAST  
~~PLANNING~~ MIXED-USE  
 Location: 585 S. 500 EAST  
 Description: MIXED-USE PROJECT  
 Utah County Parcel No(s): 13:051:0074

Property Owner Name: ADAM LANKFORD  
 Property Owner Signature: *Adam Lankford*

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

Name: WASATCH GROUP  
 Address: 299 S. MAIN #2400, SLC, UT 84111  
 Telephone: 801.941.1184 Fax: \_\_\_\_\_  
 Email: ALANKFORD@NETWASATCH.COM

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

1. **Five paper** submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. **Electronic** submittal on disc or flash drive:
  - a. a full plan set in one (1) single pdf
  - b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
  - c. reports (drainage, geotechnical, title) each in a separate pdf
3. **Fee** as determined at time of Site Plan Review Fee: \$250

*paid  
AO*

Attachment: 2. Application (1132 : Lankford Zone Map)

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

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

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

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

<input checked="" type="checkbox"/>	Property Size (acres): <u>32.38</u> Current Zone Classification: <u>Gc2</u>
<input checked="" type="checkbox"/>	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)

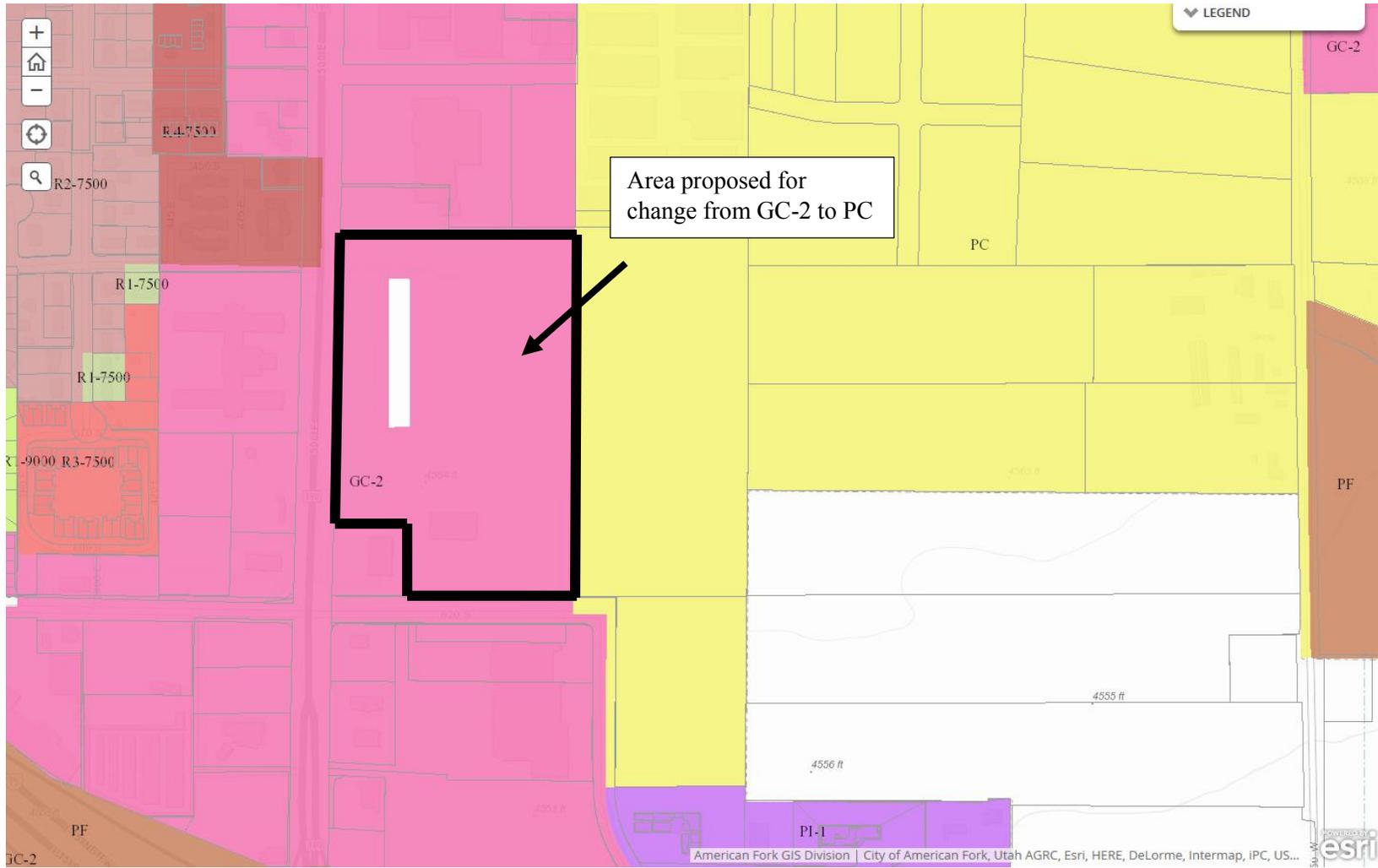
<input checked="" type="checkbox"/>	Does the proposed zone change conform to the Land Use Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please submit a request for General Plan Amendment with this application.
<input checked="" type="checkbox"/>	What zone classification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

Link to Development Code

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

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

Attachment: 2. Application (1132 : Lankford Zone Map)



Attachment: 2. Application (1132 : Lankford Zone Map)



NO.	DATE	DESCRIPTION

SAVAGE PARCEL  
585 S 500 EAST  
AMERICAN FORK, UTAH

CONCEPTUAL SITE PLAN

Project Number:  
**Promotional**

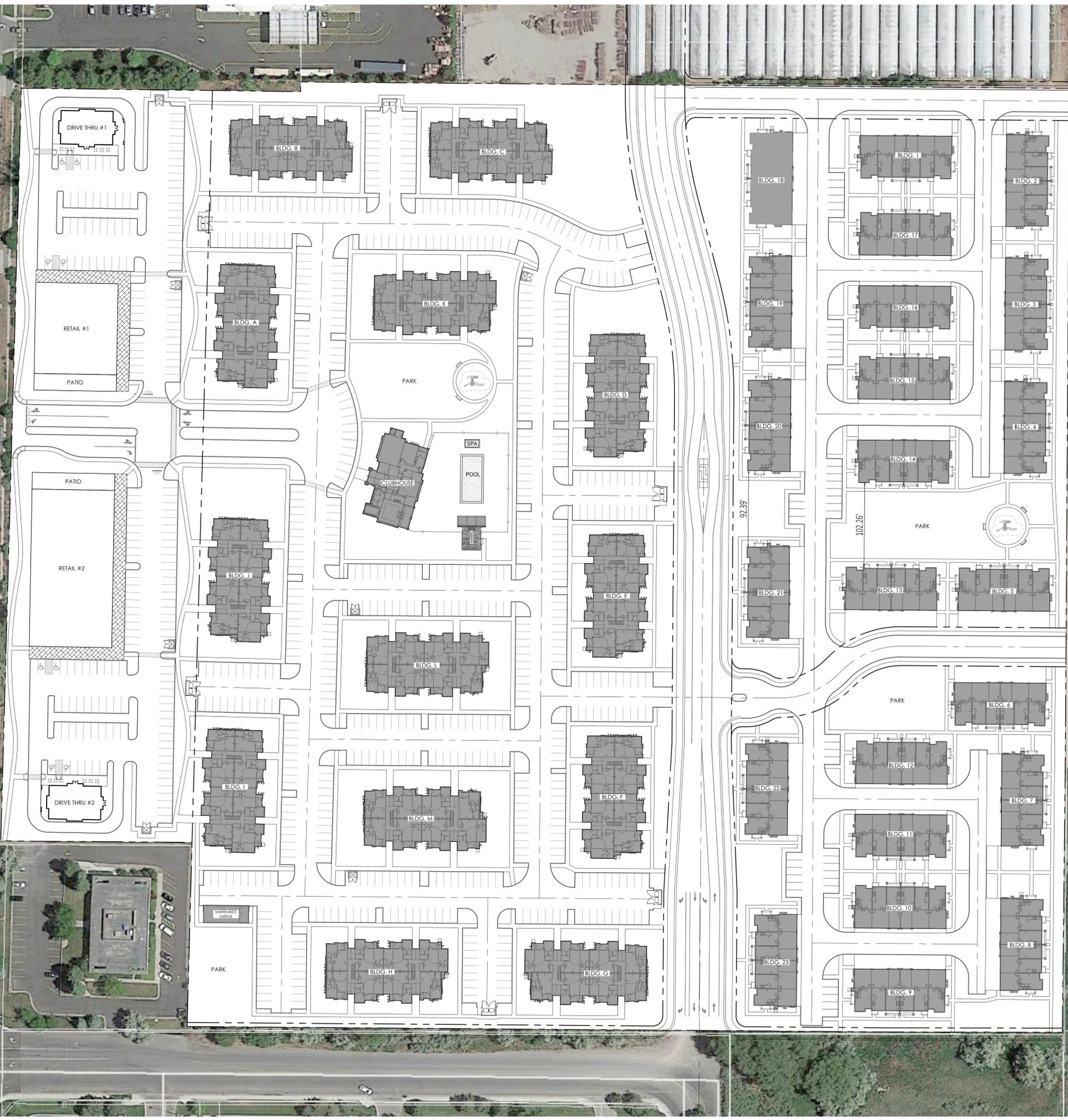
Date:  
**06-25-2015**

Scale: 0 60' 90'  
1"=60'

Sheet #  
**EXHIBIT**

Attachment: 2 - Application (1132 - Larkford Zone Map)

SITE TABULATION	
TOTAL PROJECT ACREAGE:	32.38 ACRES
RETAIL ACREAGE:	4.84 ACRES
RETAIL SQUARE FOOTAGE:	36,000 SF
RETAIL PARKING:	188 STALLS 5.2 STALLS/1,000 S.F.
RETAIL OPEN SPACE:	±1.86 AC (38.4%)
STACKED FLAT ACREAGE:	14.64 ACRES
STACKED FLAT OPEN SPACE:	±6.40 AC (43.8%)
STACKED FLAT UNITS:	312 UNITS (13 BUILDINGS AT 24 UNITS PER BUILDING)
STACKED FLAT PARKING:	613 STALLS
2-BEDROOM PARKING:	(195 UNITS*2.25 STALLS/UNIT)= 439
1-BEDROOM PARKING:	(117 UNITS*1.49 STALLS/UNIT)= 174
TOWNHOME ACREAGE:	10.79 ACRES
TOWNHOME BUILDINGS:	138 UNITS (23 BUILDINGS AT 6 UNITS PER BUILDING)
TOWNHOME PARKING:	435 STALLS
GARAGE PARKING:	230 STALLS
DRIVEWAY PARKING =	160 STALLS
GUEST PARKING =	45 STALLS
TOTAL TOWNHOME PKG:	435 STALLS (3.15 STALLS/UNIT)
TOWNHOME OPEN SPACE =	±4.37 AC (40.5%)
* THIS IS A CONCEPTUAL SITE PLAN AND IS SUBJECT TO CHANGE BASED ON UTILITY LAYOUT, GRADING, ETC.	



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2015/06/25 3:30 PM By: jensen\_jacob





NO.	DATE	DESCRIPTION

SAVAGE PARCEL  
585 S 500 EAST  
AMERICAN FORK, UTAH

CONCEPTUAL SITE PLAN - LAND USE PLAN

Project Number:  
**Promotional**

Date:  
**06-25-2015**

Scale: 0 200 300  
1"=200'

Sheet #  
**EXHIBIT**

Attachment 2 - Application (1132 - Larkford Zone Map)



A

B

C

D

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Fork.dwg  
2015/06/25 3:31 PM By: j.jensen, jacob



Attachment: 2. Application (1132 : Lankford Zone Map)



Attachment: 2. Application (1132 : Lankford Zone Map)



WASATCH 500 EAST MIXED-USE

# Wasatch 500 East MIXED-USE

## Wasatch

- Fully integrated real estate
- Utah company (1988)
- 16,700 apartments
- 3 M sq. ft. of office
- Total assets over 4 billion



# Wasatch 500 East MIXED-USE

## Planned Community

- Integrated design
- Mixture of land uses
- Variety in densities
- Access to open space



# Wasatch 500 East MIXED-USE

## Benefits

- Activate Corridor/Catalyst for change
- Remove incompatible land use
- Maximize retail frontage
- Horizontal mixed use
- Bring people to area walk/shop
- 500 east road improvements (\$35,000)
- 600 east (minor collector) road improvements (\$500,000)
- 620 south road improvements (\$40,000)
- Capitalized/Financial strength
- Long term holders



# Wasatch 500 East MIXED-USE

## Site Plan - Retail

- 4.84 acres
- 36,000 sf
- 38.4% open space
- Maximize retail frontage
- Depth/Visibility
- Mixed use
- Transition buffer
- Outdoor eating/gathering
- Depth/visibility/I-15
- Meadows Power Center (2.1 M sq. ft., Kohls, Walmart, Home Depot, Cinemark, Best Buy, Ross, BB&B, Gordmans, Target, Costco, Lowes)



# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



# Wasatch 500 East MIXED-USE

## Site Plan – Residential-Stacked Flats

- Wasatch property management
- Renters by Choice/low maintenance lifestyle
- 3 hour work request
- On-site management
- After hours security
- 14.64 acres
- 312 units
- Open space 43.8%



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Stacked Flat



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Site Plan – Residential-Townhomes

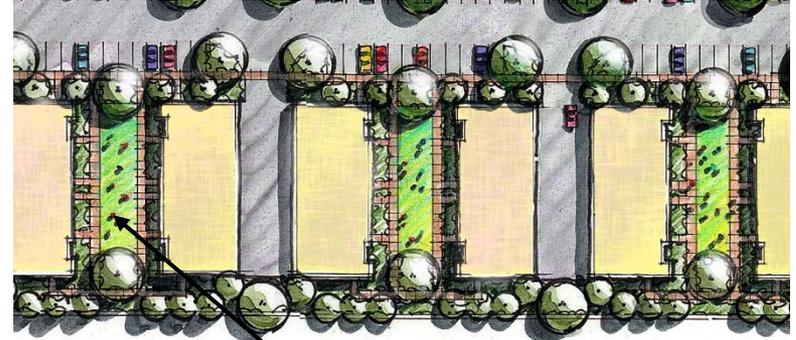
- Wasatch property management
- Renters by Choice/low maintenance lifestyle
- 3 hour work request
- On-site management
- After hours security
- 10.79 acres
- 138 units
- Open space 40.5%



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Townhome



'Green Courts'



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Architecture

- High end design
  - 3 exterior materials – Stone, Cement Board, Stucco
  - Interiors – 9-foot ceilings, granite/quartz countertops, garden tubs, upgraded molding/hardware
  - Variation of rooflines
  - Front porches
  - Oversized windows



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse

- 3,000 sq. ft. +/-
- Leasing offices
- Maintenance office
- Clubroom
- Media Room
- Exercise facility with kids room



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse Images



Attachment: 2. Application (1132 : Lankford Zone Map)



# Wasatch 500 East MIXED-USE

## Site Map



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Retail



- 4.84 acres
- 36,000 SF
- 5.2 stalls/1000
- 38.4% open space

Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Townhome Elevation A & B

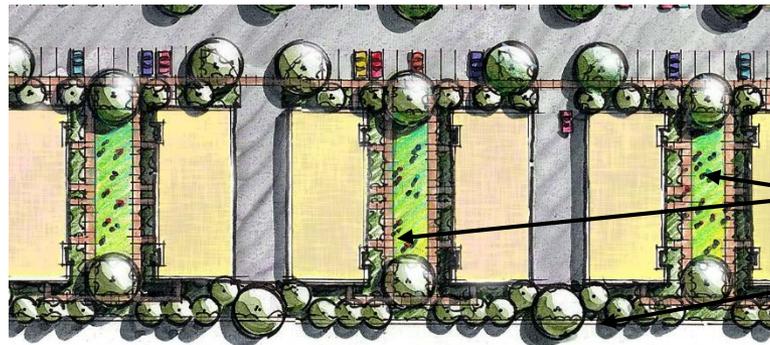
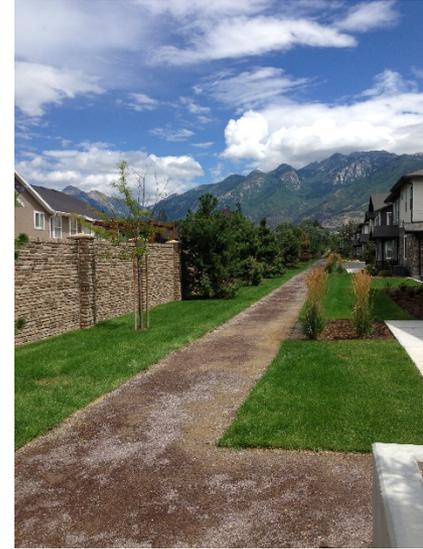


Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Site Plan – Residential

- Evolution of site plan
- 49% Open Space (trail, tot lot, pavilion, natural vegetation, green courts)
- 1140 West (private road, off set, landscape island, possible speed bump)
- Two product types (townhome and stacked flats)
- 2.15 parking stalls/unit
- Placement of Townhomes



40' wide 'Green Courts'

8-foot precast wall  
Landscape Buffer

# Wasatch 500 East MIXED-USE

## Conceptual Stacked Flat



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Architecture

- High end design
  - 3 exterior materials – Stone, Cement Board, Stucco
  - Interiors – 9-foot ceilings, granite/quartz countertops, garden tubs, upgraded molding/hardware
  - Variation of rooflines
  - Front porches
  - Oversized windows



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse

- 3,000 sq. ft. +/-
- Leasing offices
- Maintenance office
- Clubroom
- Media Room
- Exercise facility with kids room



Attachment: 2. Application (1132 : Lankford Zone Map)

# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse Images



Attachment: 2. Application (1132 : Lankford Zone Map)



# Wasatch 500 East MIXED-USE

## Site Map



Attachment: 2. Application (1132 : Lankford Zone Map)

AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 19, 2015  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a zone map amendment from the GC-2 (Planned Commercial) Zone to the PC (Planned Community) Zone, located in the vicinity of 585 South 500 East.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION					
Location:		Approximately 585 South 500 East			
Applicants:		Wasatch Development Group			
Existing Land Use:		Industrial			
Proposed Land Use:		Commercial/Residential			
Surrounding Land Use:	North	Commercial			
	South	Vacant/Commercial			
	East	Agriculture			
	West	Commercial			
Existing Zoning:		PC (Planned Community)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	PC (Planned Community)			
	South	PC (Planned Community)			
	East	Utah County Zoning			
	West	GC-2 (Planned Commercial)			
Land Use Plan Designation:		Planned Community			
Zoning within Growth Plan?		x	Yes		No

Attachment: 3. Staff Report (1132 : Lankford Zone Map)

**PROJECT DESCRIPTION:**

Request for a recommendation of approval of a zone map amendment for property located at approximately 585 South 500 East from the GC-2 Zone to the PC Zone.

Background

Wasatch Development Group is requesting a zone map amendment for property located at approximately 585 South 500 East. The property is currently zoned GC-2 (Planned Commercial) and serves as the Savage Trucking headquarters. Wasatch Development proposes a mixed-use commercial and residential area for the property, extending east to the future 600 East. It is proposed that this area tie into the Vintaro Planned Community (see following report on concept plan amendment). Current concept plans for Vintaro

have left this area as commercial. An amended overall concept plan will be discussed as the following agenda item; taking this area from strictly commercial to a mix of commercial and residential.

Section 17.7.507.A. discusses the intent of the PC (Planned Community) Zone. “A mixture of land uses” and a “variety in residential densities” are among the core components of the PC Zone. The concept plan accompanying the zone change request envisions commercial uses that face higher density residential development (mixture of land uses). The intensity of land uses, from commercial along 500 East to higher density residential and ultimately to townhomes east of 600 East provides a logical step-down of intensities; fulfilling the provision “variety in residential densities” as stated under the “intent” of the zone.

A core issue of this request, and one that will take a determination of the Planning Commission, is whether or not the area proposed for a zone change falls within the allowances and intent of the PC Zone. As proposed, higher density abuts a commercial area along 500 East. In and of itself, this is not out of character for the PC Zone and should be encouraged. However, the applicant is relying on a provision in the Code that does not place a cap on the density, or number of units, proposed. Section 17.7.507.F.4 allows for this; provided, however, that the area subject to this request be “devoted primarily to commercial” use. Within this area, residential units may be located “in separate structures intermingled with commercial structures” and there “shall be no maximum number of dwelling units”.

The applicant argues that the reason the proposed commercial is not “intermingled” with the residential units is due to a function of economics. For the area to have a viable commercial pull, the commercial uses need to be along and adjacent to 500 East. That said, however, the commercial is designed in such a way that it faces inward toward the residential units, rather than 500 East. It provides for the visibility given by 500 East, yet the layout is such that it provides convenience for those living in the apartment areas. Its inward nature provides an element of the “intermingled” nature, as noted in the Code.

If the Planning Commission feels that the intent of the PC Zone has been met, a recommendation of approval is advised. The Planning Commission has the authority to determine whether or not “intent” has been demonstrated; especially in cases such as this, where literal adherence to the Code is open to interpretation.

## POTENTIAL MOTIONS

Mr. Chairman, I move that we recommend approval of a zone map amendment from the GC-2 Zone to the PC Zone, in the vicinity of 585 South 500 East.

Mr. Chairman, I move that we recommend denial of a zone map amendment from the GC-2 Zone to the PC Zone, in the vicinity of 585 South 500 East.

461  
462 **MOTION: Harold Dudley - To recommend approval of the commercial site plan for a**  
463 **restaurant located at 160 North State Street in the SC-1 (Planned Shopping Center) Zone,**  
464 **with the finding as outlined in the staff report and subject to any findings, conditions and**  
465 **modifications listed in the engineering report.**

466 **Findings:**

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

469 **Conditions:**

- 470 • **All Standard Conditions of Approval and items denoted as “Plan**
- 471 **Modification(s) Required” in the 8/19/2015 Engineering Division Staff**
- 472 **Report for the City Land Use Authority shall be addressed on all final**
- 473 **project documents.**

474  
475 Seconded by Marie Adams.

476  
477 Yes - Marie Adams  
478 Harold Dudley  
479 Eric Franson  
480 Leonard Hight  
481 Nathan Schellenberg  
482 Rebecca Staten  
483 John Woffinden

Motion passes.

484  
485 10. **Hearing, review and action on a zone map amendment from the GC-2 General**  
486 **Commercial to the PC-Planned Community zone, located in the area of 585 South 500**  
487 **East (8:53 p.m.)**

488  
489 **Staff Presentation:**

490 Adam Olsen reported that Wasatch Development Group is requesting the amendment. The  
491 property is currently in the GC-2 Zone, adjacent to 500 East, and serves Savage Trucking  
492 Company. The proposal is a mixed-use commercial and residential development extending from  
493 500 East to the future 600 East. This area will tie into the overall Vintaro Planned Community.  
494 The current concept plans have left his area as commercial. The section of the Development  
495 Code dealing with planned community states a mixture of land uses and a variety of residential  
496 densities are the core components of the zone. The concept plan accompany this change  
497 envisions commercial uses that face higher residential uses. It could be argued that the mixture of  
498 land uses meets the intent of ordinance. Also the intensity of land uses along 500 East to the  
499 higher density residential and then to the townhomes provides a step down in intensities. A core  
500 issue of this request is whether or not this area falls in the allowances and intent of the PC Zone.  
501 Higher density abuts the commercial on 500 East so those two uses are not out of character of the  
502 PC Zone. The applicant is also looking at utilizing a portion of the Development Code that does  
503 not place a cap on the number of units or density. The caveat is that the area subject to that  
504 request, according to the text, is that it be primarily commercial uses. Residential uses may be  
505 located in separate structures intermingled with commercial structures. The Code is left open to  
506 interpretation. The commercial is not intermingled with the residential is purely economics. For

Attachment: 4. Minutes (1132 : Lankford Zone Map)

507 the commercial to be viable, it needs to be along and adjacent to 500 East. The concept plan  
 508 turns the buildings inward and encourages the cross-use with residential. If the Commission feels  
 509 the intent of the zone has been met, it would be wise to make a recommendation of approval. The  
 510 zoning amendment is for 1-J and 1-L. The revised concept plan for 1-J envisions townhomes.  
 511 The current concept plan has a mixture of townhomes and single family. The applicant's  
 512 argument for townhomes is that they are providing a greater amount of open space. The  
 513 townhomes provide a further step down in intensity. Staff asked them to meet with property  
 514 owners to the east, Mr. Graff. Mr. Graff is in general agreement this will work, and he gains a  
 515 few units. The new 1-J has fewer units than the approved plan. This plan has 12.8 units per acre  
 516 while the current plan has 13.8 units per acre. The current layout of 1-J has access to 500 East,  
 517 which is controlled and approved by UDOT.

518  
 519 Andy Spencer stated the concept plan doesn't look at details, but he has reservations with the  
 520 access. The plan will have to meet the City's Access Management Manual. The offset at the top  
 521 end probably won't work. The zone change needs to be very clear that the applicant has to build  
 522 a pedestrian crossing at 600 East. Residents will be crossing to the clubhouse on one side and to  
 523 the park on the other side. Utility ties will have to be completed with 620 South. A right-in/right-  
 524 out is supported. There are other issues with the Access Management that will need to be  
 525 addressed. A zone change does not approve the specific access locations.

526

527 Applicant Presentation:

528 Adam Langford reported their vision for the project. The Wasatch Group does development,  
 529 construction, and project management. They own and manage about 17,000 apartments  
 530 throughout the west. The parts of the PC Zone they focused on were integrated design, a mixture  
 531 of land uses, a variety of densities, and access to open space. They tried to pull all of these  
 532 components into the design. He reviewed the benefits, site plan – retail, retail – conceptual  
 533 images, site plan – residential-stacked flats, site plan – residential townhomes, architecture, and  
 534 conceptual clubhouse.

535

536 PUBLIC HEARING – Zone Map Amendment

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

538

539 PUBLIC HEARING – Overall Concept Plan

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

541

542 Commission Discussion:

543 Nathan Schellenberg stated in reviewing these Vintaro projects, there is no area for churches,  
 544 schools, or public facilities and questioned when those are planned.

545

546 Adam Olsen stated that typically when a church or the school district sees areas developing, they  
 547 will get the property when they want it. In past approvals higher densities haven't been approved  
 548 but moved around.

549

550 **MOTION: Eric Franson - To recommend approval of a zone map amendment from the**  
 551 **GC-2 Zone to the PC Zone, in the vicinity of 585 South 500 East with two attachments, one**  
 552 **pedestrian access across 600 East being the responsibility of the developer and two road**

553 **and utility improvements along 620 South be included in the development.** Seconded by  
 554 Leonard Hight.

555  
 556 Yes - Marie Adams  
 557 Harold Dudley  
 558 Eric Franson  
 559 Leonard Hight  
 560 Nathan Schellenberg  
 561 Rebecca Staten  
 562 John Woffinden Motion passes.  
 563

564 11. Hearing, review and action on amendment of the overall concept plan for a portion of  
 565 phase 1-L of the Vintaro Planned Community Project located in the area of 585 South  
 566 500 East in the PC-Planned Community Zone

567  
 568 **MOTION: Eric Franson - To recommend approval of an amended overall concept plan for**  
 569 **Phases 1-J and 1-L of the Vintaro Planned Community Development with two attachments,**  
 570 **pedestrian access along 600 East be the responsibility of develop and full road and utility**  
 571 **improvements on 620 South be the responsibility of the developer and access management**  
 572 **will be required according to City Code.** Seconded by Marie Adams.

573  
 574 Yes - Marie Adams  
 575 Harold Dudley  
 576 Eric Franson  
 577 Leonard Hight  
 578 Nathan Schellenberg  
 579 Rebecca Staten  
 580 John Woffinden Motion passes.  
 581

582 12. Other Business (9:34 p.m.)

583  
 584 BBQ is Friday at 6:30 p.m. at Rotary Park.

585  
 586 Blue Bell is back in business. They have an approved site plan if they want to move forward.

587  
 588 The Woodbury sign amendments were approved by City Council.

589  
 590 13. Site Plan Committee Report (9:36 p.m.)

591  
 592 The next Planning Commission agenda will be shorter with the Ken Garff project. There are  
 593 others in the pipe line but fewer projects coming through.

594  
 595 14. Review and action on the minutes of the August 5, 2015 Planning Commission Regular  
 596 Session (9:38 p.m.)

597  
 598 **MOTION: Nathan Schellenberg – To approve the minutes.** Seconded by Harold Dudley.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Planning      **Director Approval** Adam Olsen

**AGENDA ITEM**    Final plat of Southam Acres Plat B, consisting of one lot, located at 1158 North 1150 East in the R1-12,000 Residential Zone.

**SUMMARY RECOMMENDATION**    The planning commission recommended approval of the final plat of Southam Acres Plat B, as stated in the attached minutes of the August 19, 2015 planning commission meeting.

**BACKGROUND**            The applicant proposes to merge lots 1 and 4 of Southam Acres Subdivision, which will result in a 0.79 acre lot. 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 Southam Acres Plat B, consisting of one lot, located at 1158 North 1150 East in the R1-12,000 Residential zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the August 19, 2015 planning commission meeting.

**SUPPORTING DOCUMENTS**

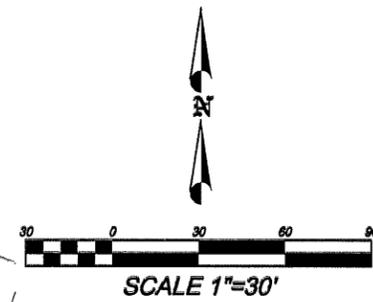
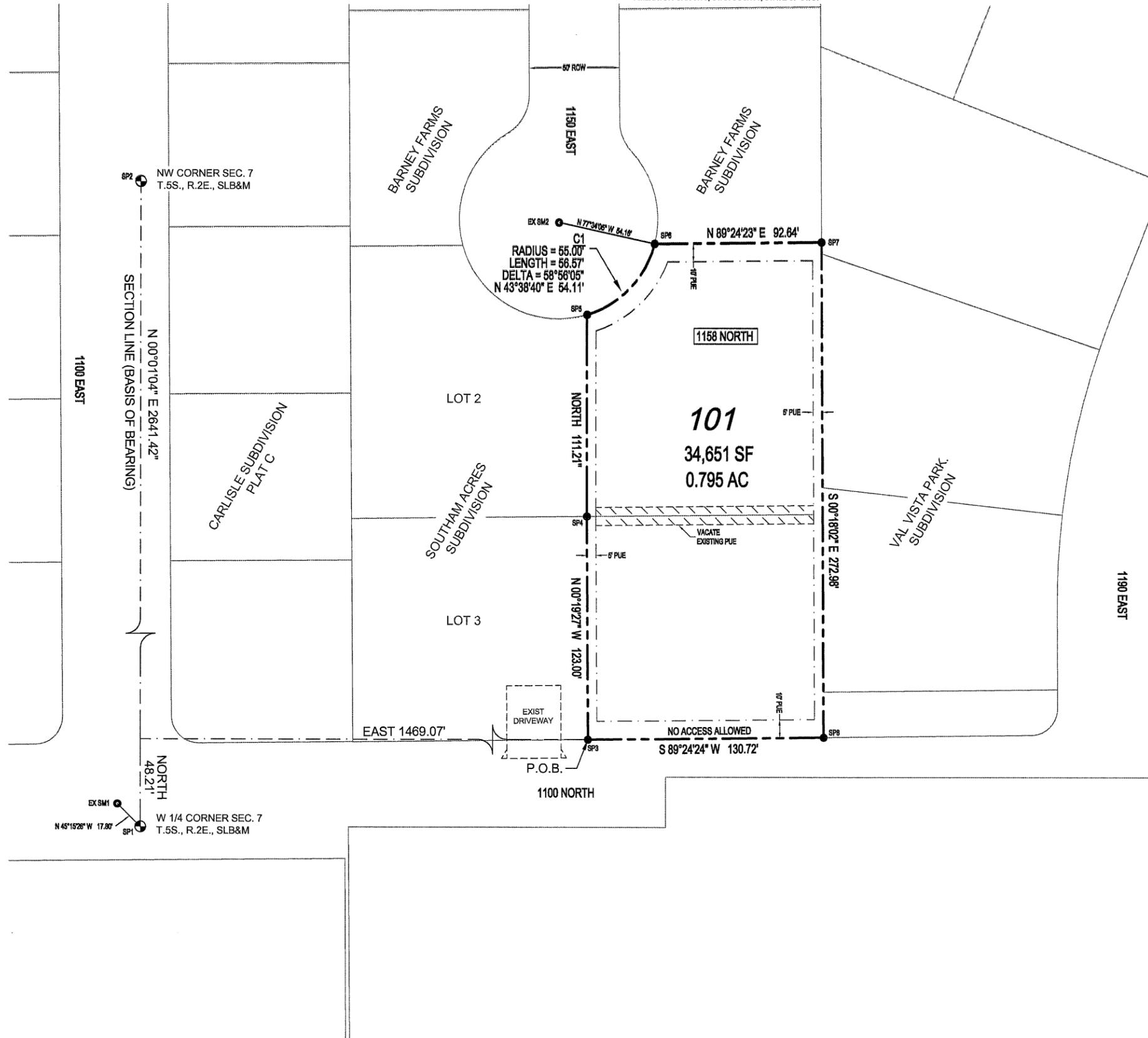
1. Plat
2. Staff report
3. Planning commission meeting minutes, August 19, 2015

**SUPPORTING DOCUMENTS**

1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

# SOUTHAM ACRES PLAT "B"

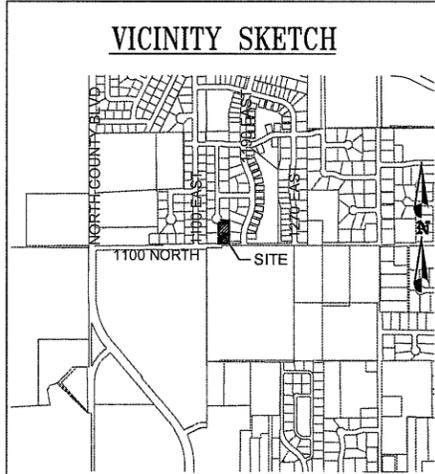
A COMBINATION OF LOTS 1 & 4 OF SOUTHAM ACRES PLAT "A"  
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN  
 AMERICAN FORK CITY, UTAH COUNTY, STATE OF UTAH



STATE PLANE COORDINATES		
NAD_83		
LABEL	EASTING	NORTHING
SP1	1,564,297.98	7,314,215.77
SP2	1,564,298.87	7,318,856.52
SP3	1,565,767.05	7,314,263.98
SP4	1,565,766.35	7,314,388.98
SP5	1,565,766.35	7,314,498.19
SP6	1,565,803.70	7,314,537.34
SP7	1,565,896.33	7,314,538.30
SP8	1,565,897.77	7,314,265.33
EX SM1	1,565,506.12	7,314,228.30
EX SM2	1,565,750.82	7,314,549.01

- PLAT NOTES:**
- ANY UNUSED UTILITY SERVICES MUST BE TERMINATED AT THE MAIN LINE UTILITY CONNECTION.
  - SAFE CLEAR SIGHT DISTANCE FOR ADJOINING LOT #3 MUST BE MAINTAINED AS PER CITY STANDARDS

TABULATIONS	
TOTAL DEVELOPMENT:	0.795 ACRES
ZONE:	R-1-12000
TOTAL LOTS:	1
FLOOD ZONE DESIGNATION:	ZONE X
FIRM MAP PANEL #:	4956170110 B
EFFECTIVE DATE:	JULY 17, 2002



## SURVEYOR'S CERTIFICATE

5.6.a

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SURVEYOR, P.L.S. (SEE SEAL BELOW)

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT IS NORTH 48.21 FEET AND EAST 1469.07 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;  
 RUNNING THENCE N 00°19'27" W 123.00 FEET; THENCE NORTH 111.21; THENCE ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT 66.57 FEET (CURVE HAS A CENTRAL ANGLE OF 68°56'08" AND A CHORD THAT BEARS N 43°38'40" E 154.11 FEET); THENCE N 89°24'23" E 92.64 FEET; THENCE S 00°18'02" E 272.98 FEET; THENCE S 89°24'24" W 130.72 FEET TO THE POINT OF BEGINNING.  
 CONTAINING: 0.795 ACRES # OF LOTS = 1

## OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.  
 IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF UTAH }  
 COUNTY OF UTAH } S.S.  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ OF \_\_\_\_\_ OF \_\_\_\_\_ COMPANY  
 A UTAH LIMITED LIABILITY COMPANY, ON BEHALF OF SAID ENTITY.  
 MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

## ACCEPTANCE BY LEGISLATIVE BODY

THE \_\_\_\_\_ CITY COUNCIL OF \_\_\_\_\_ AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACKNOWLEDGES THE VACATION OF CERTAIN PUBLIC UTILITY EASEMENTS AND ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
 \_\_\_\_\_ MAYOR \_\_\_\_\_ COUNCIL MEMBER  
 \_\_\_\_\_ COUNCIL MEMBER \_\_\_\_\_ COUNCIL MEMBER  
 \_\_\_\_\_ COUNCIL MEMBER \_\_\_\_\_ COUNCIL MEMBER  
 APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

## PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ BY THE \_\_\_\_\_ AMERICAN FORK CITY \_\_\_\_\_ PLANNING COMMISSION  
 \_\_\_\_\_ PLANNER \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION

## PLAT "B" SOUTHAM ACRES

A COMBINATION OF LOTS 1 & 4 OF SOUTHAM ACRES PLAT "A"  
 LOCATED IN THE NW 1/4 OF SECTION 7, T. 5 S., R. 2 E., SLB&M  
 AMERICAN FORK CITY, UTAH COUNTY, STATE OF UTAH  
 SCALE: 1" = 30 FEET

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

**SEWER AUTHORITY APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BY THE SEWER AUTHORITY.  
 \_\_\_\_\_ SEWER AUTHORITY

**WATER AUTHORITY APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BY THE WATER AUTHORITY.  
 \_\_\_\_\_ WATER AUTHORITY

**berg**  
 CIVIL ENGINEERING  
 11038 N Highland Blvd Suite 400  
 Highland UT, 84002  
 office (801) 482-1272  
 cell (801) 816-1477

**AZTEC ENGINEERING INC.**  
 491 NORTH 450 WEST  
 GREEN, UTAH 84057  
 (801) 224-7308

Attachment: 1. Plat (1130 : Southam Acres Final Plat)

AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 19, 2015  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Review and action on the final plat for Southam Acres Plat B, consisting of one lot, located at 1158 North 1150 East in the R1-12,000 Residential Zone.

ACTIONS REQUESTED: Recommendation of approval of the final plat.

BACKGROUND INFORMATION			
Location:		1158 North 1150 East	
Applicants:		Berg Engineering/Donald Nelson	
Existing Land Use:		Residential	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Agriculture	
	East	Residential	
	West	Residential	
Existing Zoning:		R1-12,000	
Proposed Zoning:		N/A	
Surrounding Zoning:	North	R1-9,000	
	South	R1-9,000	
	East	PR-2.3	
	West	R1-12,000	
Growth Plan Designation:		Low Density Residential (3 du/ac)	
Zoning within density range?		X	Yes
			No

PROJECT DESCRIPTION: Final plat of Southam Acres Plat B, consisting of one lot.

#### Background

Southam Acres was approved in 2006, consisting of 4 lots. The owner of Lots 1 and 4 would like to combine the two lots into one. Plat B consists of one lot; the combination of former Lots 1 and 4. Lot 101, the new lot, consists of .79 acres. Expansion of yard area and possible expansion of the existing home is proposed.

Existing utility laterals serving former Lot 4 will be removed and capped at the main line (Sheet C1). In addition, a public utility easement between the two lots will be vacated.

#### Consistency with the Land Use Plan:

The Land Use Plan designates this area as “Low Density Residential” (3 du/ac). The proposed subdivision is consistent with this designation.

Section 17.8.211 of the Development Code

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

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

The final plat conforms to the original preliminary plan; with the exception that two former lots are being consolidated into one.

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

This criterion has been met.

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

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

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

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

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

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

FINDINGS OF FACT/CONDITION OF APPROVAL

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

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

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of the final plat of Southam Acres Plat B, with the findings and condition listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 8/19/2015

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: Southam Acres Plat B

Project Address: 1158 North 1150 East

Developer / Applicant's Name: Berg Engineering / Donald Nelson

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

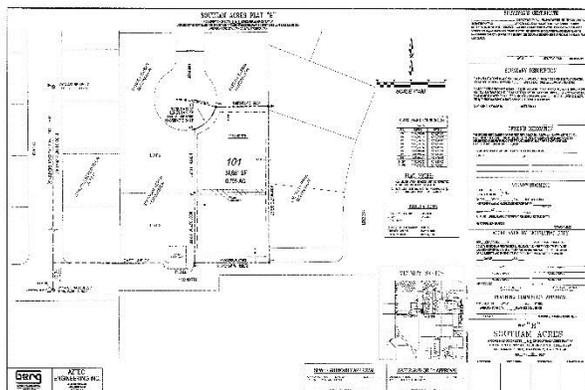
**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/19/2015 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:**



Attachment: 2. Staff Report (1130 : Southam Acres Final Plat)

## 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. The proposed Plat modification requires the vacation of an existing Public Utility Easement. This can only be done by following the Utah State required process. The owner will need to provide all legal descriptions on the easement that is proposed to be vacated. Letters of concurrence from all franchised utility companies and a letter from George Schade agreeing with the vacation. Also, any addition materials or information needed by the City Recorder must be delivered to him.

- 369  
370 7. Review and action on the final plat for Fairways at Temple View Subdivision Plat B,  
371 consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential Zone  
372 (8:44 p.m.)  
373

374 **MOTION: Rebecca Staten - To recommend approval of the final plat of Fairways at**  
375 **Temple View Plat B, with the findings and condition listed in the staff report and subject to**  
376 **any findings, conditions and modifications found in the engineering report.**

377 **Findings:**

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

381 **Conditions:**

- 382 • **Water rights conveyance, if needed, shall be satisfied prior to final plat**  
383 **recording.**
- 384 • **All Standard Conditions of Approval and items denoted as “Plan**  
385 **Modification(s) Required” in the 8/19/2015 Engineering Division Staff**  
386 **Report for the City Land Use Authority shall be addressed on all final**  
387 **project documents.**

388  
389 Secoded by Leonard Hight.

391 Yes - Marie Adams  
392 Harold Dudley  
393 Eric Franson  
394 Leonard Hight  
395 Nathan Schellenberg  
396 Rebecca Staten  
397 John Woffinden Motion passes.  
398

- 399 8. Review and action on the final plat for Southam Acres Plat B, consisting of one lot,  
400 located at 1158 North 1150 East in the R1-12,000 Residential Zone (8:45 p.m.)  
401

402 **Staff Presentation:**

403 Adam Olsen stated that the Southam Acres Subdivision approved in 2006 with four lots. The  
404 owner of lots 1 and 4 wants to combine the two lots into one lot. The existing utility laterals on  
405 lot 4 will be removed. He recommend approval.  
406

407 Andy Spencer stated this will require the utility easement between the two lots to be vacated as  
408 this moves forward. Originally when the home was built, there was broken sidewalk that needed  
409 to be taken care of. This needs to be completed, and then guarantee can be released. He  
410 recommended approval.  
411

412 **MOTION: Rebecca Staten - To recommend approval of the final plat of Southam Acres**  
413 **Plat B, with the findings and condition listed in the staff report and subject to any findings,**  
414 **conditions and modifications found in the engineering report.**

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**Findings:**

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

**Conditions:**

- **Water rights conveyance, if needed, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 8/19/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Eric Franson.

Yes - Marie Adams  
 Harold Dudley  
 Eric Franson  
 Leonard Hight  
 Nathan Schellenberg  
 Rebecca Staten  
 John Woffinden

Motion passes.

9. Hearing, review and action on a commercial site plan for restaurant located at 160 North State Street, located in the SC-1 Planned Shopping Center Zone (8:47 p.m.)

Staff Presentation:

Adam Olsen stated a restaurant is proposed on this site consisting of 5,300 square feet with access on a private drive that also serves Tunex. There is a total of 62 parking spaces, which meets the 20 spaces per 1,000 square feet per Code. The requirement is 53 spaces. The landscaping plan and proposed elevations area in the packet.

Andy Spencer stated the staff report addressed the need for some storm drain investigation. This information has been sent to their engineer. There will be needed changes to the storm drain. He recommended approval.

Applicant Presentation:

Rob Moore stated he is the developer and owner of the property. Black Bear Diner is the proposed restaurant, which is a very family-oriented and economical. The restaurant serves breakfast, lunch, and dinner. It is a very successful chain in the western United States. This will make five in the State of Utah. It will be a great addition to American Fork and the area.

John Woffinden stated page C-002 references Lehi sewer and water, which needs to be changed. The landscaping plan is very good.

PUBLIC HEARING

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

Attachment: 3. Minutes (1130 : Southam Acres Final Plat)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Planning      **Director Approval** Adam Olsen

**AGENDA ITEM**    Final plat of Fairways at Temple View Subdivision Plat B, consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential zone.

**SUMMARY RECOMMENDATION**    The planning commission recommended approval of the final plat of Fairways at Temple View Subdivision Plat B as stated in the attached minutes of the August 19, 2015 planning commission meeting.

**BACKGROUND**    The applicant proposes a one lot subdivision for a 0.68 acre parcel of land that has been unplatted up to this point in time. The reason for filing a subdivision plat is the construction of a large single family home that is currently underway. 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 Fairways at Temple View Subdivision Plat B, consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the August 19, 2015 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Plat
2. Staff report
3. Planning commission meeting minutes, August 19, 2015

**SUPPORTING DOCUMENTS**

1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 19, 2015  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS:

Hearing, review and action on the preliminary plan for Fairways at Temple View Subdivision Plat B, consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential Zone.

Review and action on the final plat for Fairways at Temple View Subdivision Plat B, consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential Zone.

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

BACKGROUND INFORMATION					
Location:		1352 North 100 East			
Applicants:		Steve Smith/Benchmark Civil			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential			
Existing Zoning:		R1-12,000			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	Utah County Zoning			
	South	R1-12,000			
	East	R1-9,000			
	West	R1-9,000			
Growth Plan Designation:		Low Density Residential			
Zoning within density range?		x	Yes		No

PROJECT DESCRIPTION: Preliminary plan and final plat of Fairways at Temple View Subdivision Plat B, consisting of one lot.

Background

Although listed as two separate agenda items, this report covers both the preliminary plan and final plat for Fairways at Temple View Subdivision Plat B.

Attachment: 2. Staff Report (1129 : Fairways Final Plat)

In 2007, this property was annexed into the City under the Chidester Annexation. A concept plan accompanying the annexation agreement envisioned 10 lots. In 2008, Fairways at Temple View, Plat A was recorded; consisting of 8 lots. The northern portion of the annexation area was not platted at that time and was left for future development. An individual purchased this remainder piece and, instead of dividing the piece into two lots as envisioned conceptually, proposes one larger lot for construction of a home. The home is under construction and this subdivision, Fairways at Temple View Plat B, formally places the property within a subdivision plat as originally proposed at the time of annexation.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “Low Density Residential” (3 du/ac). The proposed subdivision is consistent with the Land Use Plan designation.

Section 17.8.211 of the Development Code

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

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

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

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

This criterion has been met.

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

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

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

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

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

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

## FINDINGS OF FACT/CONDITION OF APPROVAL

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

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

## POTENTIAL MOTIONS

Mr. Chairman, I move that we approve the preliminary plan of Fairways at Temple View Plat B, subject to any findings, conditions and modifications found in the engineering report.

Mr. Chairman, I move that we recommend approval of the final plat of Fairways at Temple View Plat B, with the findings and condition listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 8/19/2015

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: Fairways at Temple View Plat B

Project Address: 1352 North 100 East

Developer / Applicant's Name: Steve Smith / Benchmark Civil

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

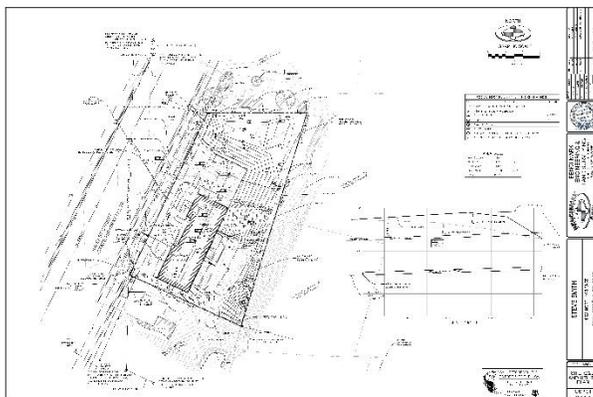
**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/19/2015 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:**



Attachment: 2. Staff Report (1129 : Fairways Final Plat)

## 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. NA

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7. Review and action on the final plat for Fairways at Temple View Subdivision Plat B, consisting of one lot, located at 1352 North 100 East in the R1-12,000 Residential Zone (8:44 p.m.)

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**MOTION: Rebecca Staten - To recommend approval of the final plat of Fairways at Temple View Plat B, with the findings and condition listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.**

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**Findings:**

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• **The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).**

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• **The final plat meets the criteria as found in Section 17.8.211 of the Development Code.**

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**Conditions:**

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• **Water rights conveyance, if needed, shall be satisfied prior to final plat recordation.**

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• **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 8/19/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

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Seconded by Leonard Hight.

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390

Yes -

Marie Adams

Harold Dudley

Eric Franson

Leonard Hight

Nathan Schellenberg

Rebecca Staten

John Woffinden

Motion passes.

398

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8. Review and action on the final plat for Southam Acres Plat B, consisting of one lot, located at 1158 North 1150 East in the R1-12,000 Residential Zone (8:45 p.m.)

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Staff Presentation:

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Adam Olsen stated that the Southam Acres Subdivision approved in 2006 with four lots. The owner of lots 1 and 4 wants to combine the two lots into one lot. The existing utility laterals on lot 4 will be removed. He recommend approval.

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Andy Spencer stated this will require the utility easement between the two lots to be vacated as this moves forward. Originally when the home was built, there was broken sidewalk that needed to be taken care of. This needs to be completed, and then guarantee can be released. He recommended approval.

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**MOTION: Rebecca Staten - To recommend approval of the final plat of Southam Acres Plat B, with the findings and condition listed in the staff report and subject to any findings, conditions and modifications found in the engineering report.**

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**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Planning      **Director Approval** Adam Olsen

**AGENDA ITEM** Ordinance approving a commercial site plan for a restaurant located at 160 North West State Street, located in the SC-1 Planned Shopping Center zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the commercial site plan for a restaurant located at 160 North State Street as stated in the attached minutes of the August 19, 2015 planning commission meeting.

**BACKGROUND** The applicant proposes a site plan for a restaurant located on the commercial lot that is part of the Green Springs PUD, which was recently approved. The developer proposes 62 parking stalls, which exceeds the given requirement of 53 stalls based on dining room area square footage only. If the requirement is based on gross square footage as mandated in the ordinance, 106 stalls will have to be provided. 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 motion to adopt the ordinance approving a commercial site plan for a restaurant located at 160 North State Street, located in the SC-1 Planned Shopping Center zone with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the August 19, 2015 planning commission meeting.
- A finding that parking is/is not (choose appropriate term) sufficient for the proposed use.

**SUPPORTING DOCUMENTS**

1. Ordinance
2. Site plan
3. Staff report
4. Planning commission meeting minutes, August 19, 2015

**SUPPORTING DOCUMENTS**

Ordinance Restaurant 160 N W State Street 9-8-15 (DOC)

2. Site Plan (PDF)

3. Staff Report (PDF)

4. Minutes (PDF)

**ORDINANCE NO.****AN ORDINANCE APPROVING A COMMERCIAL SITE PLAN FOR A RESTAURANT AT 160 NORTH WEST STATE STREET IN THE SC-1 PLANNED SHOPPING CENTER ZONE.****BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH,****PART I****DEVELOPMENT APPROVED - ZONE MAP AMENDED**

- A. The Commercial Site Plan for a Restaurant at 160 North West State Street, American Fork, Utah, as set forth in Attachment A, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone \_\_\_\_\_.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

**PART II****ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE**

- A. Hereafter, these amendments shall be construed as a part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- C. This ordinance shall take effect upon its passage and first publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 8 DAY OF SEPTEMBER, 2015.

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder



# AMERICAN FORK RETAIL

154 NORTH STATE STREET  
AMERICAN FORK, UTAH



**FOR REVIEW  
NOT FOR CONSTRUCTION**

DATE PRINTED  
August 3, 2015

INDEX OF DRAWINGS

- 1-1 ALTA/ACSM LAND TITLE AND TOPOGRAPHIC SURVEY
- C-001 GENERAL NOTES
- C-002 AMERICAN FORK GENERAL NOTES
- C-100 SITE PLAN
- C-200 GRADING AND DRAINAGE PLAN
- C-300 UTILITY PLAN
- C-400 EROSION CONTROL PLAN
- C-500 DETAILS
- 1 OF 1 AUTOTURN EXHIBIT
- L-100 OVERALL LANDSCAPE PLAN
- L-201 LANDSCAPE NOTES & SCHEDULE
- IR-100 IRRIGATION PLAN
- A2.1 ELEVATIONS
- E1.1 SITE LIGHTING PLAN
- E2.2 PHOTOMETRIC SITE PLAN

**AMERICAN FORK RETAIL  
FOR REVIEW - AUGUST 3, 2015**

Attachment 2 - Site Plan (1131 - Black Bear Restaurant)

**NOTICE TO CONTRACTOR**

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

**DEVELOPER:**

AMERICAN FORK BLACK BEAR, LLC  
6550 SOUTH MILLROCK DRIVE, SUITE 200  
SALT LAKE CITY, UTAH 84121

DAN MOORE  
801-947-8300

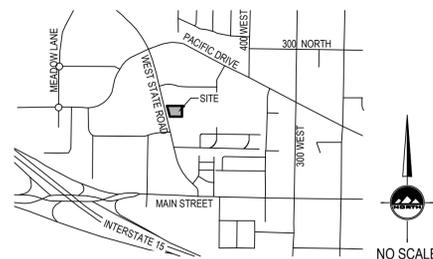
**NOTICE TO DEVELOPER/CONTRACTOR**

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

**UTILITY DISCLAIMER**

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

**VICINITY MAP**



**GENERAL NOTES**

1. ALL WORK SHALL CONFORM TO AMERICAN FORK CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
3. BENCHMARK ELEVATION = SOUTHEAST CORNER SECTION 15, TSS, R1E SALT LAKE BASE & MERIDIAN. ELEV. = 4565.37.

**ENGINEER:**



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Fax: 801.255.4449  
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**LAYTON**  
Phone: 801.547.1120  
**TOOELE**  
Phone: 435.843.3500  
**CEDAR CITY**  
Phone: 435.843.1653  
**RICHFIELD**  
Phone: 435.360.0187  
**COLORADO SPRINGS**  
Phone: 719.476.0119

**811** CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. **Call before you dig.**

**BENCHMARK**

SOUTHEAST CORNER SECTION 15 TSS, R1E SLB8M  
ELEVATION = 4565.37



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**RICHFIELD**  
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**WWW.ENSGNENG.COM**

FOR:  
BOWLER DEVELOPMENT  
P.O. BOX 2111  
WEST JORDAN, UTAH, 84064

CONTACT:  
LYNN BOWLER  
PHONE: 801-562-0292

**SEVEN C'S LOT 1**  
**ALTA/ACSM LAND TITLE & TOPOGRAPHIC SURVEY**  
154 NORTH WEST STATE ROAD  
AMERICAN FORK, UTAH



**ALTA/ACSM LAND TITLE & TOPOGRAPHIC SURVEY**

PROJECT NUMBER: 6386  
PRINT DATE: 04/28/15  
DRAWN BY: B. Greenleaf  
CHECKED BY:  
PROJECT MANAGER: P. Harris

**1-1**

**SURVEYOR'S NARRATIVE**

I, Patrick M. Harris do hereby state that I am a Registered Professional Land Surveyor and that I hold certificate no. 286882 as prescribed by the laws of the State of Utah and represent that I have made a survey of the following described property. The Purpose of this survey is to provide an ALTA/ACSM Land Title Survey for use by the client. The Basis of Bearing is the line between the Southeast Corner and the East Quarter Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian measuring North 0°16'38" East 2651.60 feet.

**PROPERTY DESCRIPTION**

Lot 1, Plat A, SEVEN C'S SUBDIVISION, American Fork City, Utah County, Utah  
To: Bowler Properties, Stewart Title Guaranty Company and Surety Title Agency.

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 5, 7(1), 7, 8, 9, 11(a), 13, 14, and 20(a) of Table A hereof.

The field work was completed on May 16, 2015.  
Date of Plat or Map June 25, 2015.

June 25, 2015  
Date  
Patrick M. Harris  
License No. 286882

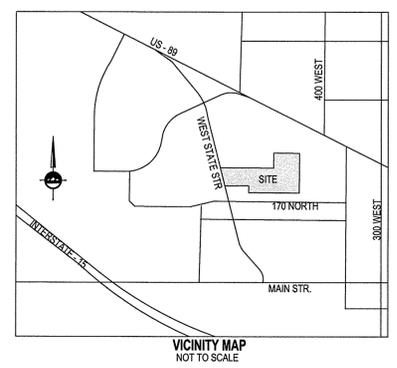
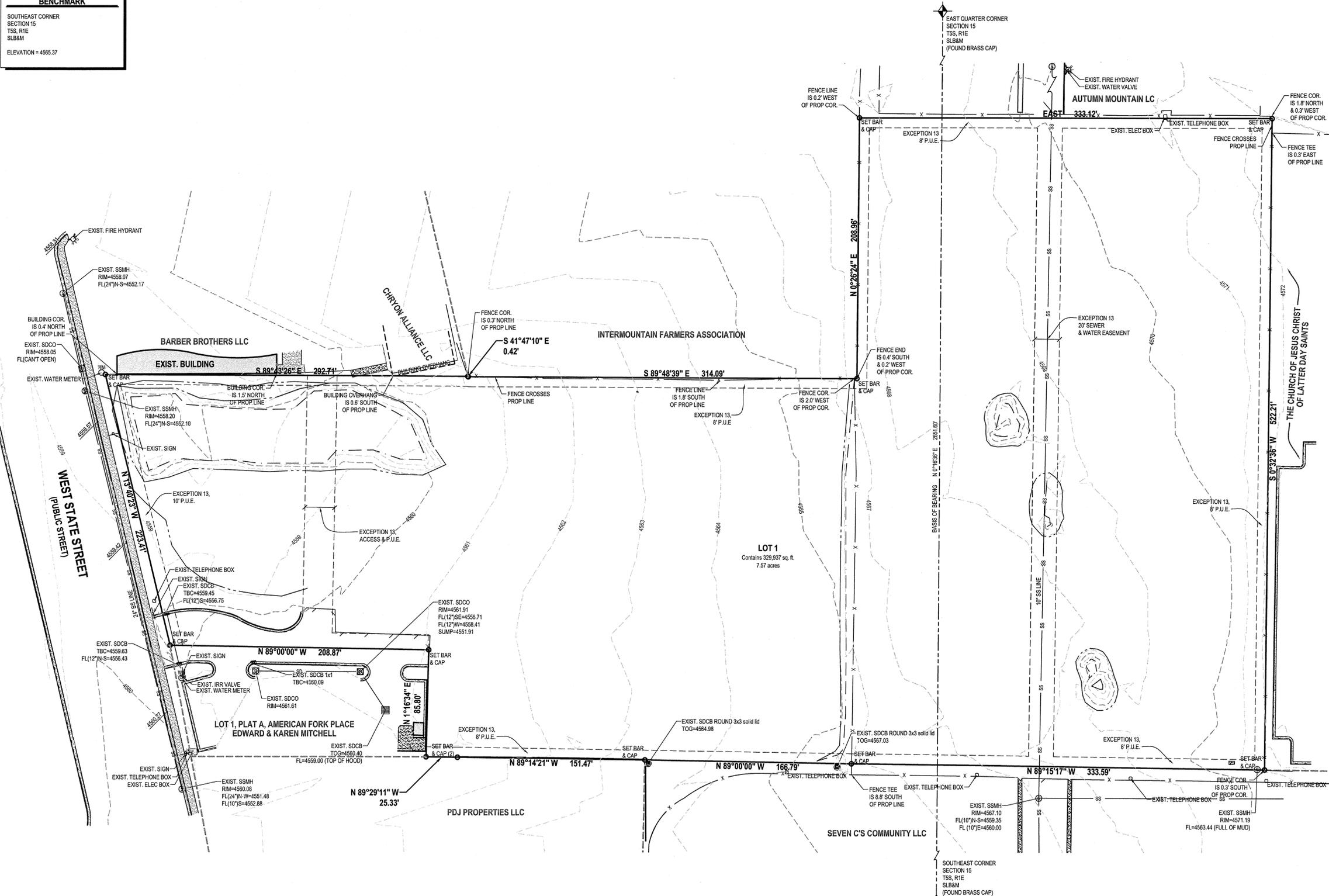
Note: For conditions of record not shown hereon as well as specific references to items in the report, please refer to a title report supplied by Surety Title Agency, of Salt Lake City, Utah under Commitment No. 126786, dated effective, December 4, 2014.

**SCHEDULE B-2 EXCEPTIONS:**

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite oil, gas, uranium, clay, rock sand and gravel in, on under and that may be produced from the Land together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. The Company makes no representation as to present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.

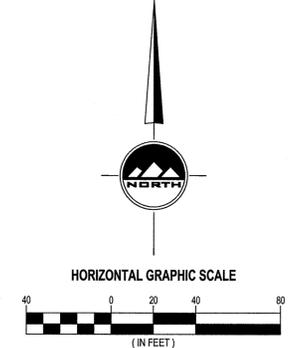
13. Easements, Notes and/or Setback Lines as delineated and/or dedicated on the Official Recorded Plat. (Shown on Survey)

14. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantee: Mountain Fuel Supply Company  
Recorded: June 14, 1971  
Entry No. 7501  
Book/Page: 1224409 (Does not affect property)



**LEGEND**

	SECTION CORNER		STORM DRAIN CATCH BASIN		MINOR CONTOURS 1' INCREMENT		DEED LINE		SECONDARY WATERLINE
	MONUMENT		STORM DRAIN COMBO BOX		MAJOR CONTOURS 5' INCREMENT		TANGENT LINE		IRRIGATION LINE
	SET REBAR AND CAP		STORM DRAIN CULVERT		CONCRETE		EXIST DITCH FLOW LINE		CENTERLINE
	SET ENSIGN REBAR AND CAP		SIGN		BUILDING PRIMARY		FENCE		PROPERTY LINE
	SET RIVET		UTILITY MANHOLE		BUILDING SECONDARY		EDGE OF ASPHALT		ADJACENT PROPERTY LINE
	WATER METER		UTILITY POLE		BUILDABLE AREA WITHIN SETBACKS		SANITARY SEWER		ELECTRIC POWERLINE
	WATER MANHOLE		GAS METER		PUBLIC DRAINAGE EASEMENT		STORM DRAIN LINE		TELEPHONE LINE
	WATER VALVE		TREE		ADJACENT RIGHT OF WAY		GAS LINE		IRRIGATION VALVE
	FIRE HYDRANT		OVERHEAD POWER LINE		RIGHT OF WAY		WATER LINE		SANITARY SEWER MANHOLE
	ELECTRIC METER								STORM DRAIN CLEAN OUT



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15 & SOUTHWEST QUARTER OF SECTION 14 TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AMERICAN FORK, UTAH COUNTY, UTAH



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FOR:  
AMERICAN FORK BLACK BEAR, LLC  
655 SOUTH MILLROCK DRIVE, SUITE 200  
SALT LAKE CITY, UTAH 84121  
CONTACT:  
DAN MOORE  
PHONE: 801-947-8300

**AMERICAN FORK RETAIL**  
154 NORTH STATE STREET  
AMERICAN FORK, UTAH

**2015-08-03 SUBMITTAL**

**GENERAL NOTES**

PROJECT NUMBER: 63868  
PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY  
CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD

**C-001**

**GENERAL NOTES**

- 1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (2012 EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- 2. CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- 3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- 4. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- 8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- 9. UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (95% DENSITY PER ASTM D-1557) SUB GRADE.
- 10. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- 11. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 12. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRADING UTILITY LINES.
- 13. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- 14. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- 15. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- 16. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- 17. CONTRACTOR TO LAYOUT AND POT HOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON- OR OFF-SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION, AND THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLEING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POT HOLE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- 18. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- 19. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- 20. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- 21. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- 22. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- 23. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- 24. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- 25. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- 26. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- 27. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- 28. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- 29. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- 30. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- 31. ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE PLACEMENT OF ASPHALT WITHIN THE CITY RIGHT-OF-WAY.
- 32. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- 33. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

**UTILITY NOTES**

- 1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- 2. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- 3. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- 4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- 5. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (2012 EDITION), SECTION 0230 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS 8-INCHES.
- 6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- 7. THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HISHER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- 9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 10. ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (2012 EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- 11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- 12. SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- 13. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- 14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS.
- 15. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- 16. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, CENTER TO CENTER, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THERE SHALL BE A MINIMUM 18" VERTICAL SEPARATION BETWEEN THE PIPES.
- 17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- 18. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- 19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

**TRAFFIC CONTROL AND SAFETY NOTES**

- 1. TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- 2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- 3. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- 4. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- 5. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL.
- 6. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
- 7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- 8. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- 9. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

**DEMOLITION NOTES**

- 1. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- 2. THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
- 3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

**GRADING AND DRAINAGE NOTES**

- 1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- 2. THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- 3. THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- 4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAUL AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- 5. THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- 6. THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- 8. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- 9. THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- 10. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- 11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- 12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- 13. THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- 14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- 15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL, IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- 16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

**ABBREVIATIONS**

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
BOS	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
ASTM	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HV	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER STATION
STA	STATION
SW	SIDEWALK
SWL	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TOG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WV	WALL INDICATOR VALVE
WL	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

**LEGEND**

	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		PROPOSED FENCE
	PROPOSED WATER METER		EXISTING FLOW LINE
	EXISTING WATER MAN-HOLE		PROPOSED FLOW LINE
	PROPOSED WATER MAN-HOLE		GRADE BREAK
	EXISTING WATER BOX		EXISTING STORM DRAIN LINE
	EXISTING WATER VALVE		PROPOSED STORM DRAIN LINE
	PROPOSED WATER VALVE		ROOF DRAIN LINE
	EXISTING FIRE HYDRANT		CATCHMENTS
	PROPOSED FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
	EXISTING SECONDARY WATER VALVE		PROPOSED SANITARY SEWER LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
	EXISTING IRRIGATION BOX		EXISTING LAND DRAIN LINE
	EXISTING IRRIGATION VALVE		PROPOSED LAND DRAIN LINE
	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING SANITARY SEWER MANHOLE		EXISTING CULINARY WATER LINE
	PROPOSED SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED CULINARY WATER SERVICE LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		EXISTING SECONDARY WATER LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		PROPOSED SECONDARY WATER LINE
	EXISTING STORM DRAIN INLET BOX		PROPOSED SEC. WATER SERVICE LINE
	EXISTING STORM DRAIN CATCH BASIN		EXISTING IRRIGATION LINE
	PROPOSED STORM DRAIN CATCH BASIN		EXISTING IRRIGATION LINE
	EXISTING STORM DRAIN COMBO BOX		PROPOSED IRRIGATION LINE
	PROPOSED STORM DRAIN COMBO BOX		EXISTING OVERHEAD POWER LINE
	EXISTING STORM DRAIN CLEAN OUT		EXISTING ELECTRICAL LINE
	EXISTING STORM DRAIN CULVERT		EXISTING GAS LINE
	PROPOSED STORM DRAIN CULVERT		EXISTING TELEPHONE LINE
	TEMPORARY SAG INLET PROTECTION		ACCESSIBLE ROUTE
	TEMPORARY IN-LINE INLET PROTECTION		SAW OUT LINE
	ROOF DRAIN		STRAW WATTLE
	EXISTING ELECTRICAL MANHOLE		TEMPORARY BERM
	EXISTING ELECTRICAL BOX		TEMPORARY SILT FENCE
	EXISTING TRANSFORMER		LIMITS OF DISTURBANCE
	EXISTING UTILITY POLE		PROPOSED WALL
	EXISTING LIGHT		EXISTING CONTOURS
	PROPOSED LIGHT		PROPOSED CONTOURS
	EXISTING GAS METER		BUILDABLE AREA WITHIN SETBACKS
	EXISTING GAS MANHOLE		PUBLIC DRAINAGE EASEMENT
	EXISTING GAS VALVE		EXISTING ASPHALT TO BE REMOVED
	EXISTING TELEPHONE MANHOLE		PROPOSED ASPHALT
	EXISTING TELEPHONE BOX		EXISTING CURB AND GUTTER
	EXISTING TRAFFIC SIGNAL BOX		PROPOSED CURB AND GUTTER
	EXISTING CABLE BOX		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING BOLLARD		TRANSITION TO REVERSE PAN CURB
	PROPOSED BOLLARD		CONCRETE TO BE REMOVED
	EXISTING SIGN		EXISTING SIGN
	PROPOSED SIGN		PROPOSED CONCRETE
	EXISTING SPOT ELEVATION		BUILDING TO BE REMOVED
	PROPOSED SPOT ELEVATION		EXISTING BUILDING
	EXISTING FLOW DIRECTION		PROPOSED BUILDING
	EXISTING TREE		
	DENSE VEGETATION		

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



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FOR:  
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**AMERICAN FORK RETAIL**

**154 NORTH STATE STREET  
AMERICAN FORK, UTAH**

Attachment 2 - Site Plan (11/31 - Black Bear Restaurant)

**2015-08-03 SUBMITTAL**

**AMERICAN FORK  
CITY NOTES**

PROJECT NUMBER: 6386B      PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY      CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD

**C-002**

#### UTILITY CONTACTS

COMPANY	CONTACT	PHONE	ADDRESS
AF CITY CULINARY WATER	JAY BREMS	(801) 404 6129	275 EAST 200 NORTH AF, UT
AF PRESSURIZED IRRIGATION	JAY BREMS	(801) 404 6129	275 EAST 200 NORTH AF, UT
AF SANITARY SEWER	AARON BREMS	(801) 404 6162	275 EAST 200 NORTH AF, UT
AF STORM DRAIN SEWER	AARON BREMS	(801) 404 6162	275 EAST 200 NORTH AF, UT
AF STORM WATER INSPECTOR	HARLAN NIELSON	(801) 404 6361	275 EAST 200 NORTH AF, UT
AF FIRE MARSHALL	DOUG BATEMAN	(801) 763 3040	96 NORTH CENTER STREET AF, UT
AF CITY INSPECTOR	JAY BUTCHER	(801) 404 7969	275 EAST 200 NORTH AF, UT
AF FIBER	MICAH HUNSAKER	(801) 484 6658	275 EAST 200 NORTH AF, UT
AF FLOOD IRRIGATION COMPANY	LEE SEARLE	(801) 765 8626	475 WEST 700 NORTH AF, UT
ROCKY MOUNTAIN POWER	TERIA WALKER	(801) 756 1310	70 NORTH 200 EAST AF, UT
COMCAST (FIBER TEL)	SADE CHRISTENSEN	(801) 369 7360	9602 SOUTH 300 WEST SANDY, UT
COMCAST	KENT JOHNSON	(801) 831 7033	9602 SOUTH 300 WEST SANDY, UT
TIMPANOGOS SPECIAL SERVICE DISTRICT	JON ADAMS	(801) 756 5231	6400 NORTH 5200 WEST UTAH COUNTY, UT
LEH CITY SEWER AND WATER	LEE BARNES	(801) 636 1036	2538 NORTH 300 WEST LEH, UT
MITCHELL HOLLOW IRRIGATION	JEFF MITCHELL	(801) 367 9026	802 WEST 700 NORTH AF, UT
CENTURY LINK	CHERYL BOLINDER	(801) 974 8152	1485 WEST 3100 SOUTH WEST VALLEY, UT
CENTURY LINK	DARREN KELLER	(801) 356 6975	1485 WEST 3100 SOUTH WEST VALLEY, UT
QUESTAR GAS	KENT PROCTOR (FOREMAN)	(801) 591 3037	1140 WEST 200 SOUTH SLC, UT
QUESTAR GAS	GAYLAN SORENSEN (HP)	(801) 324 3371	1140 WEST 200 SOUTH SLC, UT

#### AMERICAN FORK WATER LINE NOTES

- ALL WATER LINE MATERIALS SHALL BE PROVIDED AND INSTALLED ACCORDING TO CURRENT SPECIFICATIONS OF THE CITY OF AMERICAN FORK, WATER DEPARTMENT.
- 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.
- ONLY FIRE HYDRANTS CONFORMING TO CITY OF AMERICAN FORK STANDARDS WILL BE APPROVED FOR USE.
- PUBLIC WATER LINES SHALL BE DISINFECTED BY THE CITY OF AMERICAN FORK, WATER DEPARTMENT. REQUESTS FOR WATER LINE CHLORINATION SHALL BE MADE THROUGH THE CITY OF AMERICAN FORK, WATER DEPARTMENT. THE COST FOR CHLORINATION SHALL BE PAID FOR BY THE CONTRACTOR.
- ALL 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).
- PRESSURE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF AMERICAN FORK, CONSTRUCTION AND MATERIAL SPECIFICATIONS. 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 CITY STANDARDS C:\DOCUMENTS AND SETTINGS\WKNB\LOCHDESKTOP\NEW FOLDER\GENERAL CONSTRUCTION NOTES AUGUST 2008.DOCX OF AMERICAN FORK, WATER DEPARTMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE DISINFECTION OF ALL WATER LINES CONSTRUCTION PER THIS PLAN. PRESSURE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF AMERICAN FORK, CONSTRUCTION AND MATERIAL SPECIFICATIONS.
- 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.
- 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.
- 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.
- ALL WATER MAIN STATIONING SHALL BE BASED ON STREET CENTERLINE STATIONING.
- ALL BENDS, JOINT DEFLECTIONS AND FITTINGS SHALL BE BACKED WITH CONCRETE PER CITY OF AMERICAN FORK STANDARDS.
- 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.
- 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.

#### AMERICAN FORK SANITARY SEWERS NOTES

- 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.
- 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.
- 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. AMERICAN FORK CITY STANDARDS C:\DOCUMENTS AND SETTINGS\WKNB\LOCHDESKTOP\NEW FOLDER\GENERAL CONSTRUCTION NOTES AUGUST 2008.DOCX
- ALL MANHOLE LIDS SHALL BE PROVIDED WITH CONTINUOUS SELF SEALING GASKETS.
- THE APPROVED CONSTRUCTION DRAWINGS SHALL SHOW WHERE BOLT DOWN LIDS ARE REQUIRED.
- 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.
- ALL PVC SEWER PIPES SHALL BE DEFLECTION TESTED NO LESS THAN 60 DAYS AFTER COMPLETION OF BACKFILLING OPERATIONS.
- 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.
- VISIBLE LEAKS OR OTHER DEFECTS OBSERVED OR DISCOVERED DURING TV INSPECTION SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
- 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.
- 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.
- 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.
- 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.
- THE CONTRACTOR SHALL FURNISH ALL MATERIAL, EQUIPMENT, AND LABOR TO MAKE CONNECTIONS TO EXISTING MANHOLES.
- ALL SEWER LINES SHALL BE PLACED AT A MINIMUM DEPTH OF 4 FEET MEASURED FROM TOP OF FINISHED GRADE TO TOP OF SEWER LINE.

#### AMERICAN FORK TRAFFIC CONTROL NOTES

- 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.
- 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.
- ALL OTHER HOURS THE CONTRACTOR SHALL MAINTAIN MINIMUM ONE LANE TWO WAY TRAFFIC. TRAFFIC CIRCULATION MUST BE SUPERVISED BY A CERTIFIED FLAGGER.
- STEADY BURNING, TYPE "C" LIGHTS SHALL BE REQUIRED ON ALL BARRICADES, DRUMS, AND SIMILAR TRAFFIC CONTROL DEVICES IN USE AT NIGHT.
- 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.
- 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.
- THE TRAFFIC CONTROL PLAN PROPOSED BY THE CONTRACTOR MUST BE APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.
- TRAFFIC CONTROL REQUIRING ROAD CLOSURES AND/OR DETOURING MUST BE APPROVED BY THE CITY COUNCIL.

#### AMERICAN FORK MAIL DELIVERY NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT US MAIL DELIVERY WITHIN THE PROJECT LIMITS IS NOT DISRUPTED BY CONSTRUCTION OPERATIONS.
- 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.
- ANY RELOCATION OF MAILBOX SERVICES MUST BE FIRST COORDINATED WITH THE US POSTAL SERVICE AND THE HOMEOWNER.
- BEFORE RELOCATING ANY MAILBOXES, THE CONTRACTOR SHALL CONTACT THE U.S. POSTAL SERVICE AND RELOCATE MAILBOXES ACCORDING TO THE REQUIREMENTS OF THE POSTAL SERVICE.

#### AMERICAN FORK EROSION AND SEDIMENT CONTROL NOTES

- THE CONTRACTOR OR DEVELOPER IS RESPONSIBLE FOR SUBMITTING A NOTICE OF INTENT (NOI) TO BE REVIEWED AND APPROVED BY THE UTAH DIVISION OF WATER QUALITY.
- THE NOI MUST BE SUBMITTED TO UTAH DIVISION OF WATER QUALITY 45 DAYS PRIOR TO THE START OF CONSTRUCTION AND MAY ENTITLE COVERAGE UNDER THE UTAH DIVISION OF WATER QUALITY GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. A PROJECT LOCATION MAP MUST BE SUBMITTED WITH THE NOI.
- 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.
- A UPDES STORM WATER DISCHARGE PERMIT MAY BE REQUIRED. THE CONTRACTOR SHALL BE CONSIDERED THE PERMITTEE.
- THE CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL AT ALL POINTS WHERE STORM WATER RUNOFF LEAVES THE SITE, INCLUDING WATERWAYS, OVERLAND SHEET FLOW, AND STORM SEWERS.
- 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.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE OF THE WORK AREA AT ALL TIMES CONSISTENT WITH EROSION CONTROL PRACTICES.
- DISTURBED AREAS THAT WILL REMAIN UNWORKED FOR 30 DAYS OR MORE SHALL BE SEEDED OR PROTECTED WITHIN SEVEN CALENDAR DAYS OF THE DISTURBANCE.
- 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.

#### AMERICAN FORK UTILITIES NOTES

- 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.
- 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.
- 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.
- WHEN UNKNOWN OR INCORRECTLY LOCATED UNDERGROUND UTILITIES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND THE CITY ENGINEER.

#### AMERICAN FORK USE OF FIRE HYDRANT NOTE

- 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 PROJECTS APPROVAL.

#### AMERICAN FORK GENERAL NOTES

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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. RESETTling OF MARKERS SHALL BE PERFORMED BY A LICENSE UTAH PROFESSIONAL SURVEYOR AS APPROVED BY THE CITY ENGINEER.
- NON RUBBER Tired VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- 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.
- 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.
- DISPOSAL OF EXCESS EXCAVATION WITHIN SPECIAL FLOOD HAZARD AREAS (100 YEAR FLOODPLAIN) MUST BE APPROVED BY THE CITY ENGINEER.
- 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.
- 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.
- 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.
- ALL TRENCHES WITHIN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED ACCORDING TO THE APPROVED CONSTRUCTION DRAWINGS OR SECURELY PLATED DURING NONWORKING HOURS.
- 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.
- 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 BREST HEIGHT) MUST BE PROTECTED WITH FENCING PLACED AT THE CRITICAL ROOT ZONE OR 15 FEET, WHICHEVER IS GREATER.
- TREES NOT INDICATED ON THE APPROVED CONSTRUCTION DRAWINGS FOR REMOVAL MAY NOT BE REMOVED WITHOUT PRIOR APPROVAL OF THE DIVISION OF ENGINEERING.
- 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.
- 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.
- PAVEMENTS SHALL BE CUT IN NEAT, STRAIGHT LINES THE FULL DEPTH OF THE EXISTING PAVEMENT, OR AS REQUIRED BY THE CITY ENGINEER.
- 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.
- ANY MODIFICATION TO THE WORK SHOWN ON DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE CITY ENGINEER.
- TRAFFIC CONTROL AND OTHER REGULATORY SIGNS SHALL COMPLY WITH THE UTAH DEPARTMENT OF TRANSPORTATION TRAFFIC CONTROL GUIDELINES AND MUTCD MANUAL, CURRENT EDITION
- PUBLIC STREET SIGNS SHALL MEET ALL CITY OF AMERICAN FORK SPECIFICATIONS WITH LETTERING COLORED IN WHITE DISPLAYED OVER A GREEN BACKGROUND.
- PRIVATE STREET SIGNS SHALL MEET ALL CITY OF AMERICAN FORK SPECIFICATIONS WITH LETTERING COLORED IN WHITE DISPLAYED OVER A BLUE BACKGROUND



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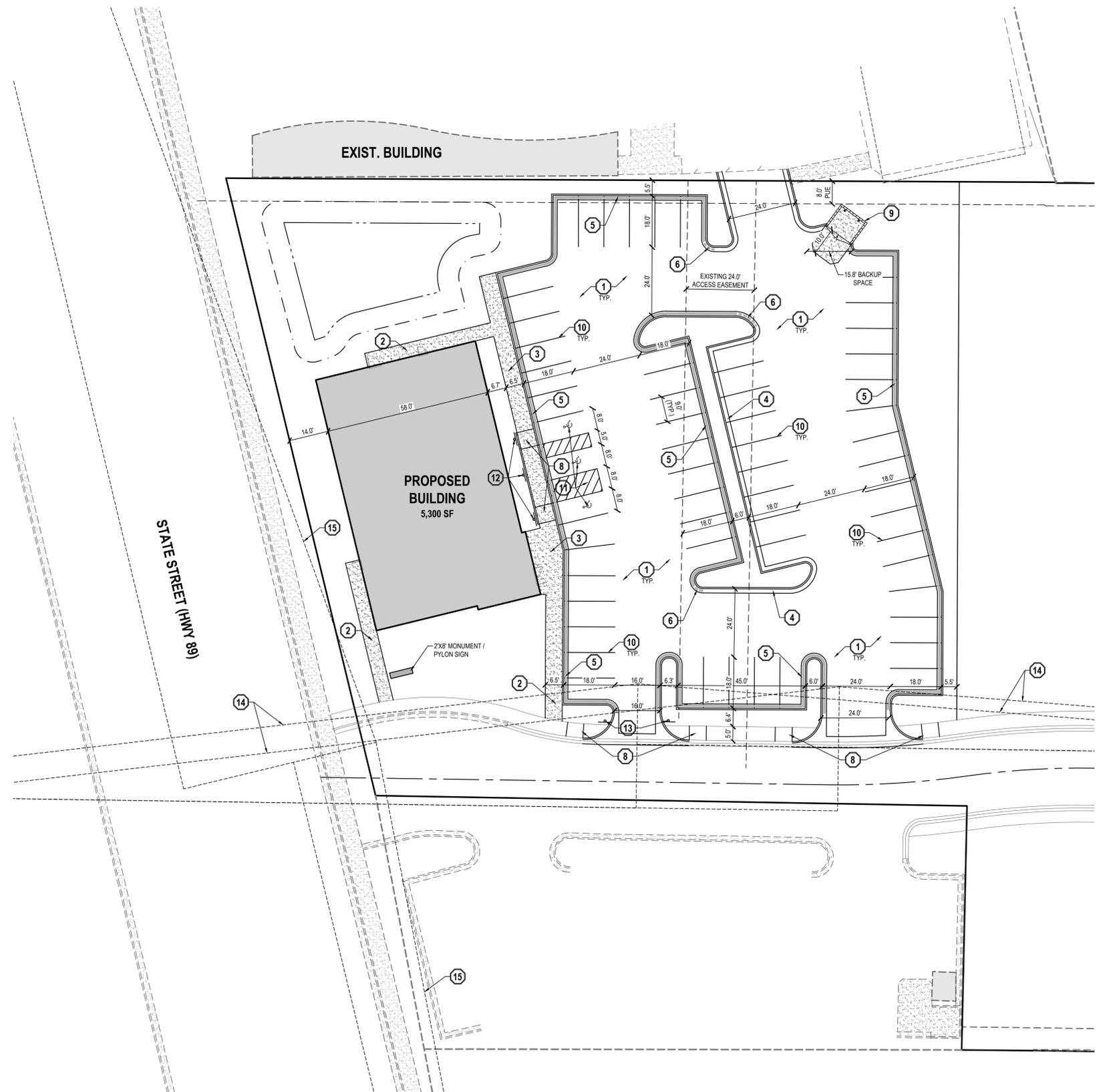
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FOR:  
AMERICAN FORK BLACK BEAR, LLC  
655 SOUTH MILLROCK DRIVE, SUITE 200  
SALT LAKE CITY, UTAH 84121  
CONTACT:  
DAN MOORE  
PHONE: 801-947-8300

**AMERICAN FORK RETAIL**  
**154 NORTH STATE STREET**  
**AMERICAN FORK, UTAH**

Attachment 2 - Site Plan (1131 - Black Bear Restaurant)



**GENERAL NOTES**

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

**SCOPE OF WORK:**  
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

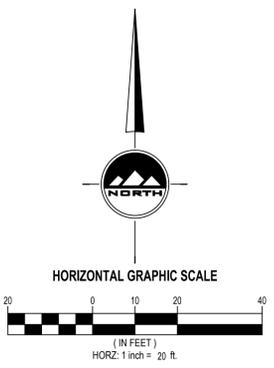
- 1 ASPHALT PAVEMENT: 3" THICK ASPHALTIC CONCRETE WITH 8" UNTREATED BASE COURSE PER GEOTECHNICAL REPORT AND DETAIL 1/C-500.
- 2 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231 AND SPECIFICATIONS.
- 3 SIDEWALK WITH REVERSE PAN CURB AND GUTTER SECTION PER DETAIL 3/C-500.
- 4 24" TYPE "E" COLLECTION CURB AND GUTTER PER APWA STANDARD PLAN NO. 205 AND SPECIFICATIONS.
- 5 24" REVERSE PAN CURB AND GUTTER PER DETAIL 2/C-500.
- 6 TRANSITION BETWEEN COLLECTION CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
- 7 4" WATERWAY PER APWA STANDARD PLAN NO. 211 AND SPECIFICATIONS.
- 8 HANDICAP ACCESS RAMP PER APWA STANDARD PLAN NO. 235 WITH DETECTABLE WARNING SURFACE PER APWA STANDARD PLAN NO. 238 AND SPECIFICATIONS.
- 9 TRASH ENCLOSURE PER ARCHITECTURAL PLANS WITH 6" THICK CONCRETE APRON WITH #4 REBAR @ 24" O.C. E.W. ON 6" GRAVEL BASE.
- 10 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
- 11 PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
- 12 "HANDICAP PARKING" SIGN PER M.U.T.C.D. STANDARD PLANS.
- 13 EXIT ONLY SIGN PER M.U.T.C.D. STANDARDS AND SPECIFICATIONS.
- 14 33' LOCAL STREET SIGHT TRIANGLE.
- 15 62' ARTERIAL STREET SIGHT TRIANGLE.

SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	23,892	54%
ROOF	5,317	12%
LANDSCAPING	15,337	34%
TOTAL SITE	44,547	100%

PARKING DATA TABLE	
STANDARD STALLS	59
HANDICAP-ACCESSIBLE STALLS	3
TOTAL STALLS	62

**PARKING CALCULATION**  
BUILDING SQUARE FOOTAGE 5,317 SF  
50% OF 5,317 SF IS SEATING AREA  
20 STALLS PER 1000 SF REQUIRED  
2,659 SF x 20 SPACES/1000 SF = 53 STALLS REQUIRED  
62 STALLS PROVIDED

**BUILDING INFORMATION**  
SQUARE FOOTAGE - 5,317 S.F.  
BUILDING HEIGHT 18'-8" WITH 25'-3" AT TOP OF HIGHEST FEATURE  
TYPE OF CONSTRUCTION - VB  
TYPE OF OCCUPANCY - A2  
BUILDING IS FIRE SPRINKLED  
EXTERIOR DOOR PROVIDED FOR FIRE RISER ROOM



**BENCHMARK**  
SOUTHEAST CORNER  
SECTION 15  
TSS, R1E  
SLB&M  
ELEVATION = 4565.37'

**811**  
Know what's below.  
Call before you dig.  
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

2015-08-03 SUBMITTAL

**SITE PLAN**

PROJECT NUMBER: 6386B  
PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY  
CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD

**C-100**



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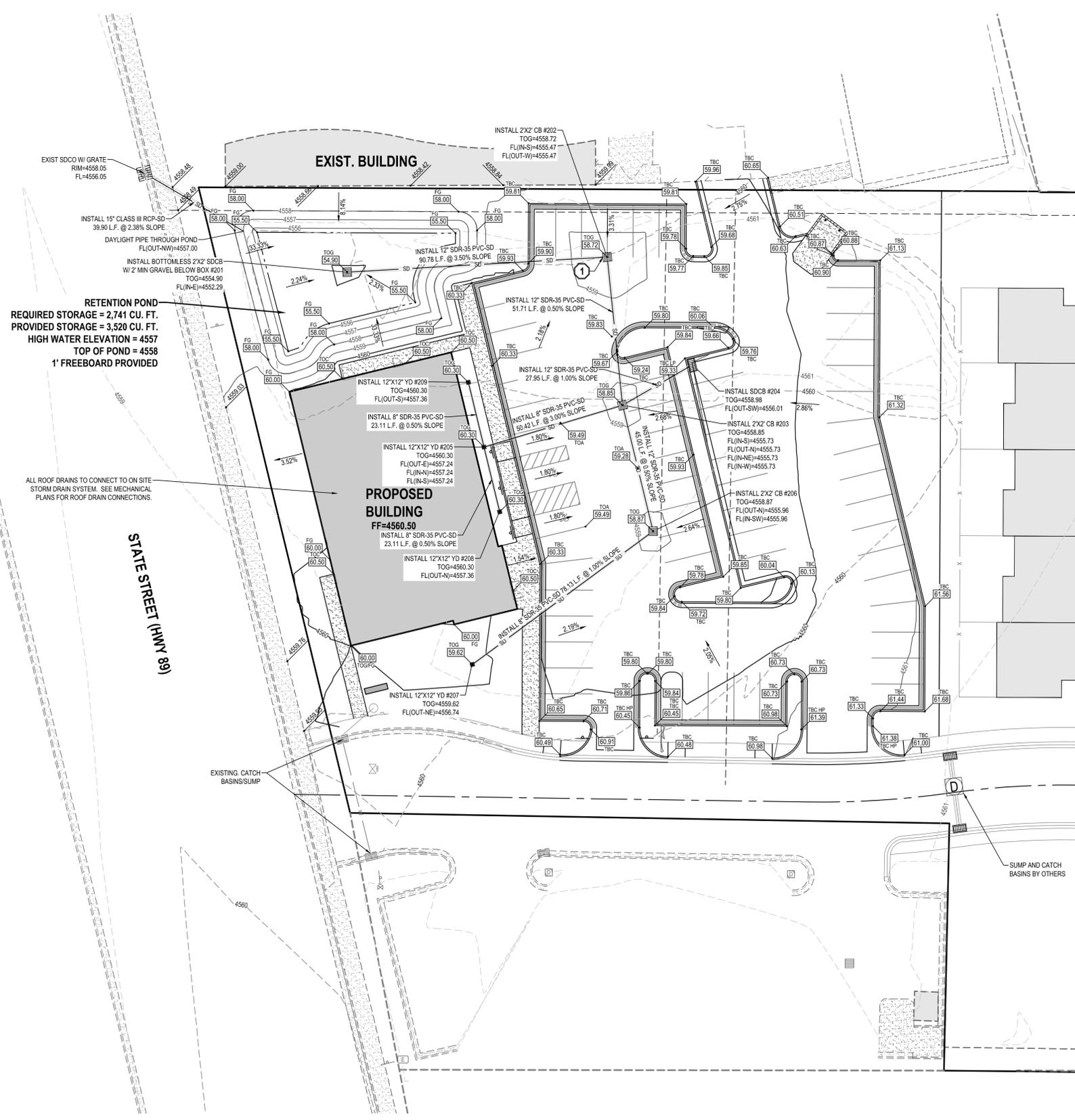
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**AMERICAN FORK RETAIL**

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Attachment 2: Site Plan (1131 - Black Bear Restaurant)



**RETENTION POND**  
REQUIRED STORAGE = 2,741 CU. FT.  
PROVIDED STORAGE = 3,520 CU. FT.  
HIGH WATER ELEVATION = 4557  
TOP OF POND = 4558  
1' FREEBOARD PROVIDED

ALL ROOF DRAINS TO CONNECT TO ON-SITE  
STORM DRAIN SYSTEM. SEE MECHANICAL  
PLANS FOR ROOF DRAIN CONNECTIONS.

**STATE STREET (NMM 89)**

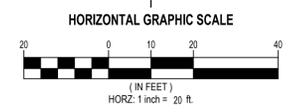
**GENERAL NOTES**

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
- ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 45XXX.XX ON THESE PLANS.
- LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
- SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
- ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE MECHANICAL/PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

**SCOPE OF WORK:**

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

- 1 SNOUT 18" OR APPROVED EQUAL. CUT PIPE FLUSH WITH STRUCTURAL WALL. ENSURE PIPE/STRUCTURE INTERFACE IS SMOOTH AND FREE OF DEBRIS. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. INSTALL ON WEST SIDE OF STORM DRAIN BOX.



**BENCHMARK**  
SOUTHEAST CORNER  
SECTION 15  
TSS, R1E  
SLB&M  
ELEVATION = 4565.37'

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2015-08-03 SUBMITTAL

**GRADING AND  
DRAINAGE PLAN**

PROJECT NUMBER: 6386B  
PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY  
CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD

**C-200**



**SALT LAKE CITY**  
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**CEDAR CITY**  
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**RICHFIELD**  
Phone: 435.896.2983

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FOR:  
AMERICAN FORK BLACK BEAR, LLC  
655 SOUTH MILLROCK DRIVE, SUITE 200  
SALT LAKE CITY, UTAH 84121

CONTACT:  
DAN MOORE  
PHONE: 801-947-8300

**AMERICAN FORK RETAIL**

**154 NORTH STATE STREET  
AMERICAN FORK, UTAH**

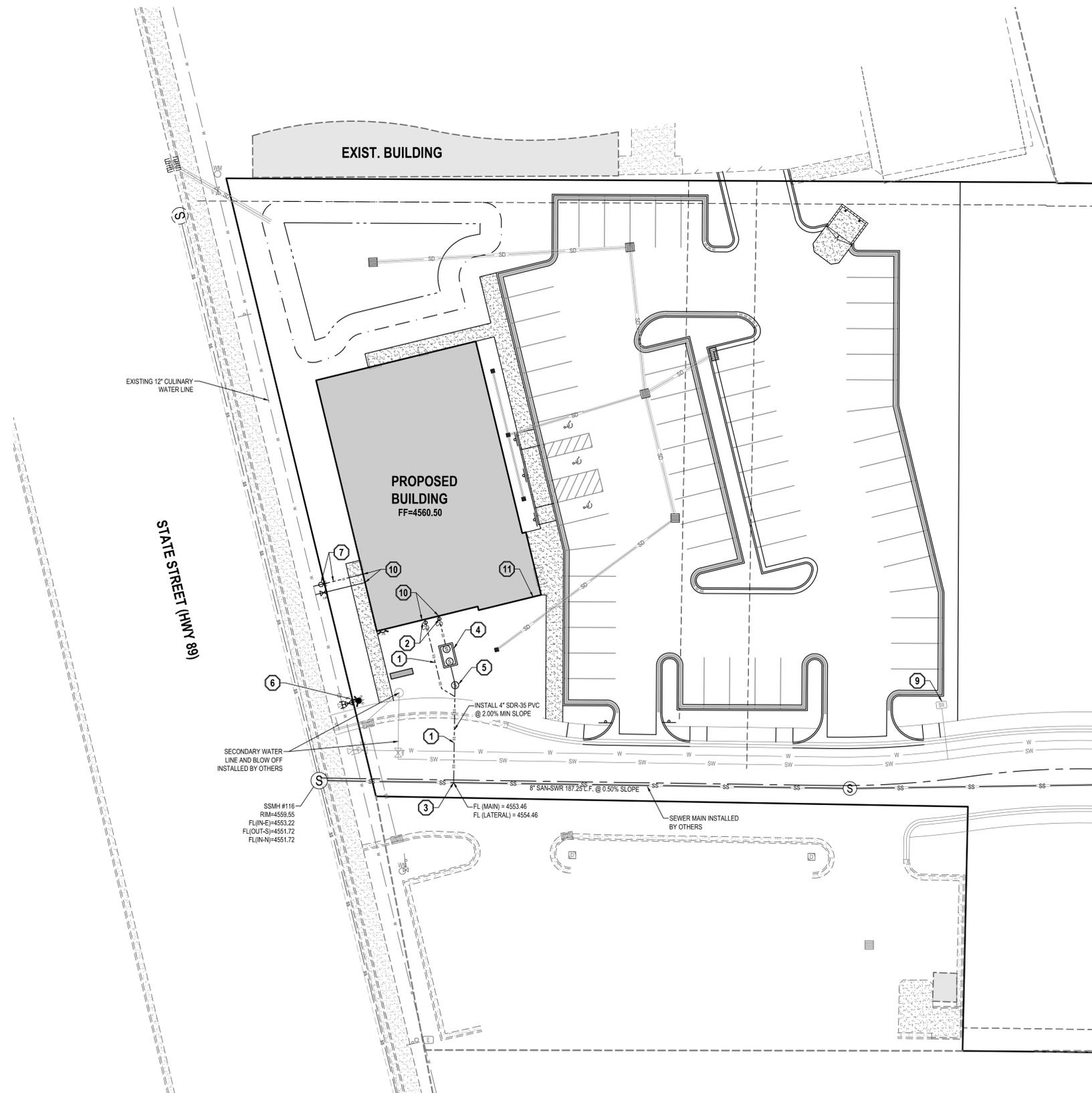
Attachment 2 - Site Plan (1131 - Black Bear Restaurant)

2015-08-03 SUBMITTAL

**UTILITY PLAN**

PROJECT NUMBER: 6386B  
PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY  
CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD

**C-300**



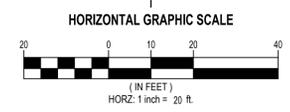
**GENERAL NOTES**

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
5. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
6. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
7. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
8. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

**SCOPE OF WORK:**

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

- 1 4" SANITARY SEWER SERVICE LATERAL @ 2% MINIMUM SLOPE PER A.F. CITY STANDARD DETAIL 15.19.
- 2 SANITARY SEWER CLEANOUT PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 3 CONNECT TO EXISTING SEWER MAIN PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 4 1,000 GALLON GREASE INTERCEPTOR PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
- 5 SAMPLING MANHOLE PER AMERICAN FORK CITY STANDARD PLANS AND SPECIFICATIONS.
- 6 FIRE HYDRANT ASSEMBLY COMPLETE PER AMERICAN FORK CITY STANDARD DETAIL NO. 15.6 AND SPECIFICATIONS.
- 7 2" BLUE POLYETHYLENE CULINARY WATER SERVICE PER AWWA/APWA SPECIFICATIONS. TRACER WIRE MUST BE INSTALLED PER AMERICAN FORK CITY STANDARD DRAWINGS. 1-1/2" METER SETTER, BOX, AND COVER PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
- 8 HOT TAP 8" CULINARY WATER LINE WITH TAPPING SADDLE AND VALVE AND INSTALL 6" C900 PVC FIRE LINE PER AMERICAN FORK CITY STANDARDS.
- 9 SECONDARY WATER POINT OF CONNECTION. (INSTALLED WITH THE GREEN SPRING MEADOWS PUD)
- 10 SEE MECHANICAL PLANS FOR CONTINUATION.
- 11 FIRE DEPARTMENT CONNECTION.



**BENCHMARK**  
SOUTHEAST CORNER  
SECTION 15  
T15S, R1E  
SLB&M  
ELEVATION = 4565.37'

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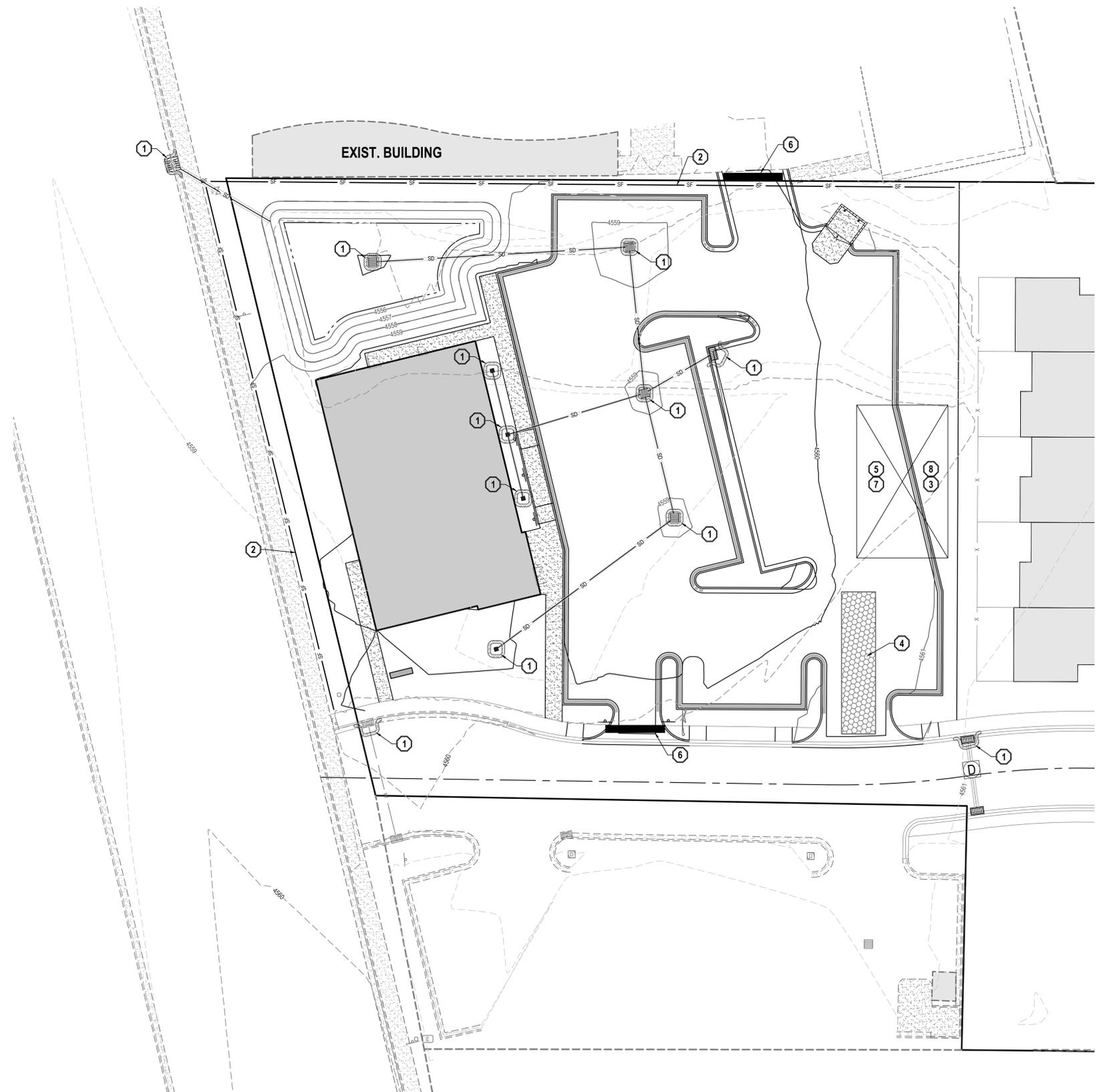
FOR:  
AMERICAN FORK BLACK BEAR, LLC  
655 SOUTH MILLROCK DRIVE, SUITE 200  
SALT LAKE CITY, UTAH 84121

CONTACT:  
DIAN MOORE  
PHONE: 801-947-8300

**AMERICAN FORK RETAIL**

**154 NORTH STATE STREET  
AMERICAN FORK, UTAH**

Attachment: 2. Site Plan (1131 - Black Bear Restaurant)



**GENERAL NOTES**

1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE. TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMP'S TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
6. NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
7. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

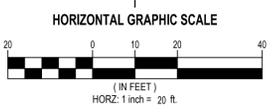
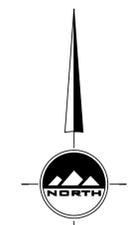
**SCOPE OF WORK:**

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

- 1 INLET PROTECTION PER DETAIL 8/C-500.
- 2 SILT FENCE PER DETAIL 9/C-500.
- 3 PORTABLE TOILET PER DETAIL 11/C-500.
- 4 VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 10/C-500.
- 5 CONCRETE WASHOUT PER DETAIL 12/C-500.
- 6 BARRICADE ENTRANCE OR PROVIDE STABILIZED CONSTRUCTION ENTRANCE.
- 7 SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.
- 8 SUGGESTED STOCKPILE AREA.

**REVISION SCHEDULE**

NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			



**BENCHMARK**  
SOUTHEAST CORNER  
SECTION 15  
T8S, R1E  
SLB&M  
ELEVATION = 4565.37'

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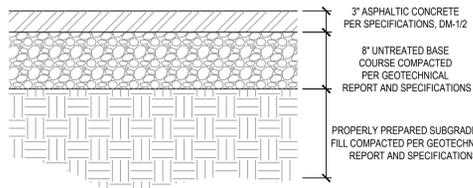
**EROSION CONTROL PLAN**

PROJECT NUMBER: 6386B  
PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY  
CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD

**C-400**

ASPHALT NOTES

- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.

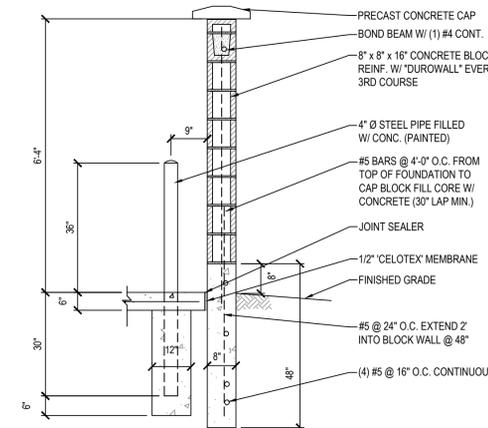


1 STANDARD ASPHALT SECTION

SCALE: NONE

2 24\"/>

SCALE: NONE

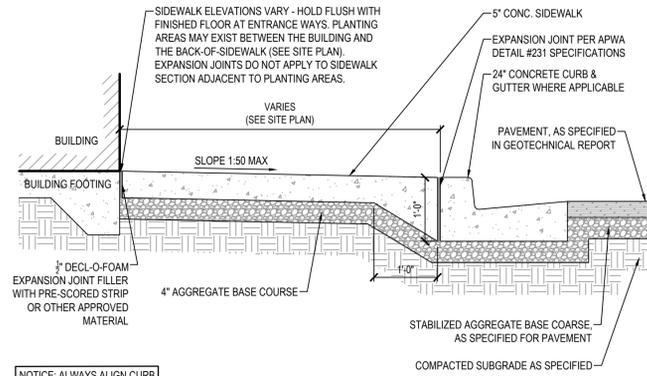


6 TRASH ENCLOSURE WALL & BOLLARD

SCALE: NONE

3 SIDEWALK WITH CURB & GUTTER SECTION

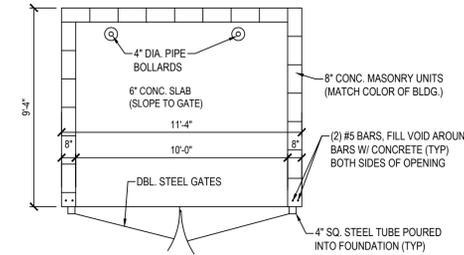
SCALE: NONE



NOTICE: ALWAYS ALIGN CURB AND SIDEWALK JOINTS

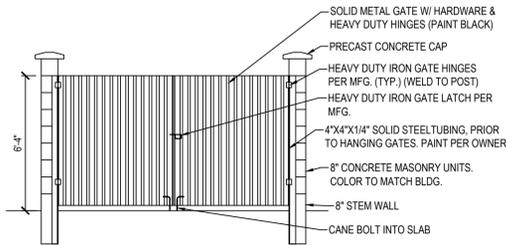
4 TRASH ENCLOSURE (TYP.)

SCALE: NONE



5 TRASH ENCLOSURE ELEVATION

SCALE: NONE



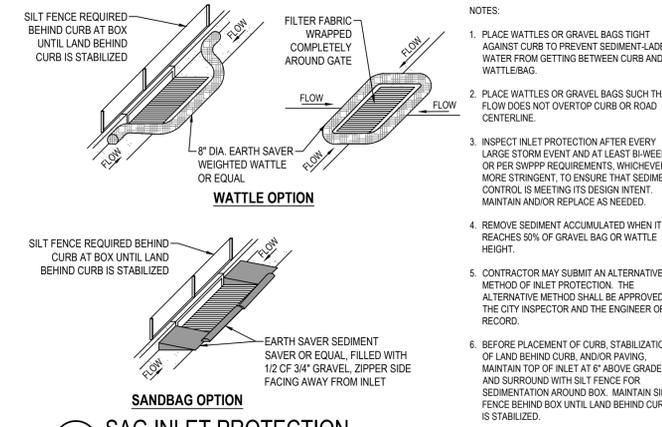
7 NOT USED

7 NOT USED

SCALE: NONE

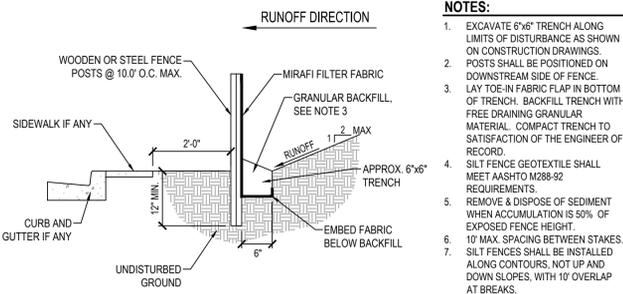
8 SAG INLET PROTECTION

SCALE: NONE



9 TEMPORARY SILT FENCE

SCALE: NONE

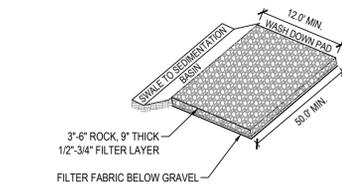


NOTES:

- EXCAVATE 6"x6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS.
- POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
- LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH. BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL. COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
- SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS.
- REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT.
- 10' MAX. SPACING BETWEEN STAKES.
- SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.

10 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE

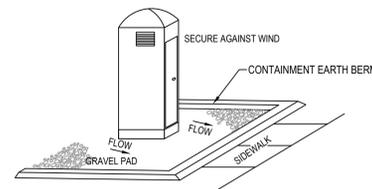


NOTE:

- PLACE SIGN ADJACENT TO ENTRANCE \* CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION\*

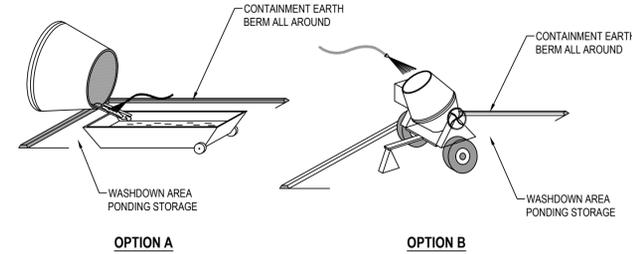
11 PORTABLE TOILET

SCALE: NONE



12 CONCRETE WASTE MANAGEMENT

SCALE: NONE



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FOR:  
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SALT LAKE CITY, UT 84121

CONTACT:  
DAN MOORE  
PHONE: 801-947-6300

AMERICAN FORK RETAIL  
154 NORTH STATE STREET  
AMERICAN FORK, UTAH

2015-08-03 SUBMITTAL

DETAILS

PROJECT NUMBER 63868	PRINT DATE 8/3/15
DRAWN BY D. COWLEY	CHECKED BY B. PREECE
PROJECT MANAGER J. FORD	

C-500



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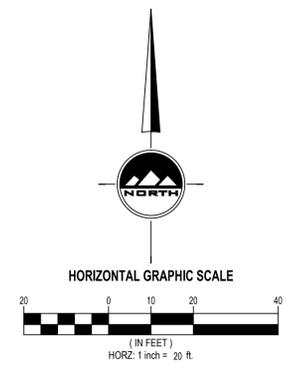
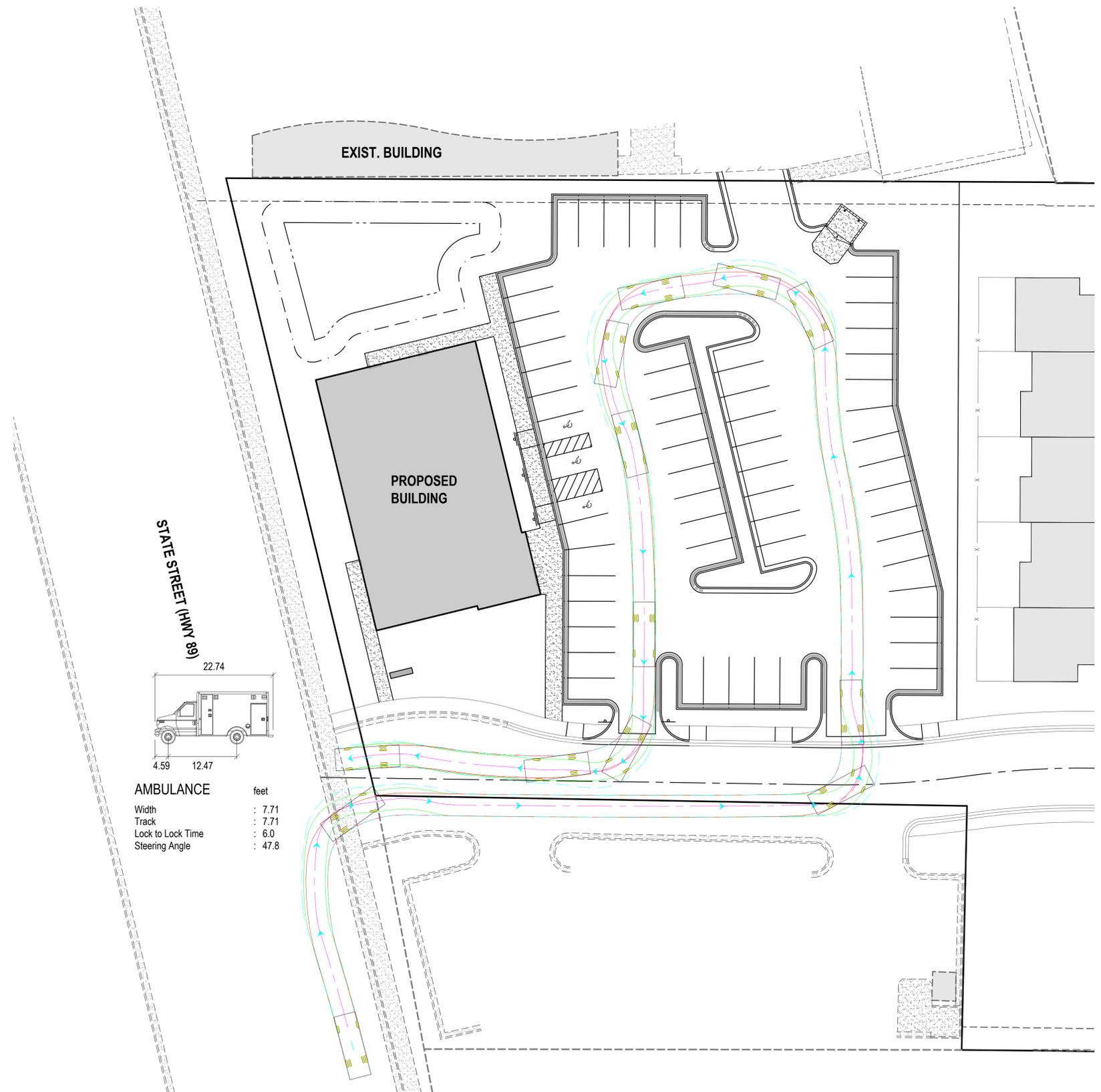
**AMERICAN FORK RETAIL**

**154 NORTH STATE STREET**  
**AMERICAN FORK, UTAH**

2015-08-03 SUBMITTAL

**AUTOTURN**

PROJECT NUMBER: 6386B      PRINT DATE: 8/3/15  
DRAWN BY: D. COWLEY      CHECKED BY: B. PREECE  
PROJECT MANAGER: J. FORD



**BENCHMARK**

SOUTHEAST CORNER  
SECTION 15  
TSS, R1E  
SLB&M  
ELEVATION = 4565.37'

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FOR:  
BOWLER DEVELOPMENT, LC  
P.O. BOX 2111  
WEST JORDAN, UTAH 84044  
CONTACT:  
LYNN BOWLER  
PH: 801-718-8144

# AMERICAN FORK RETAIL

154 NORTH STATE STREET  
AMERICAN FORK, UTAH

Attachment 2: Site Plan (1131 - Black Bear Restaurant)

REVISIONS	
No.	Description

Designed By: RBD/SS  
Drawn By: RBD/SS  
Date: 08/03/15  
Checked By: CAS  
Project No: 15-128

Drawing Title  
**OVERALL  
LANDSCAPE  
PLAN**

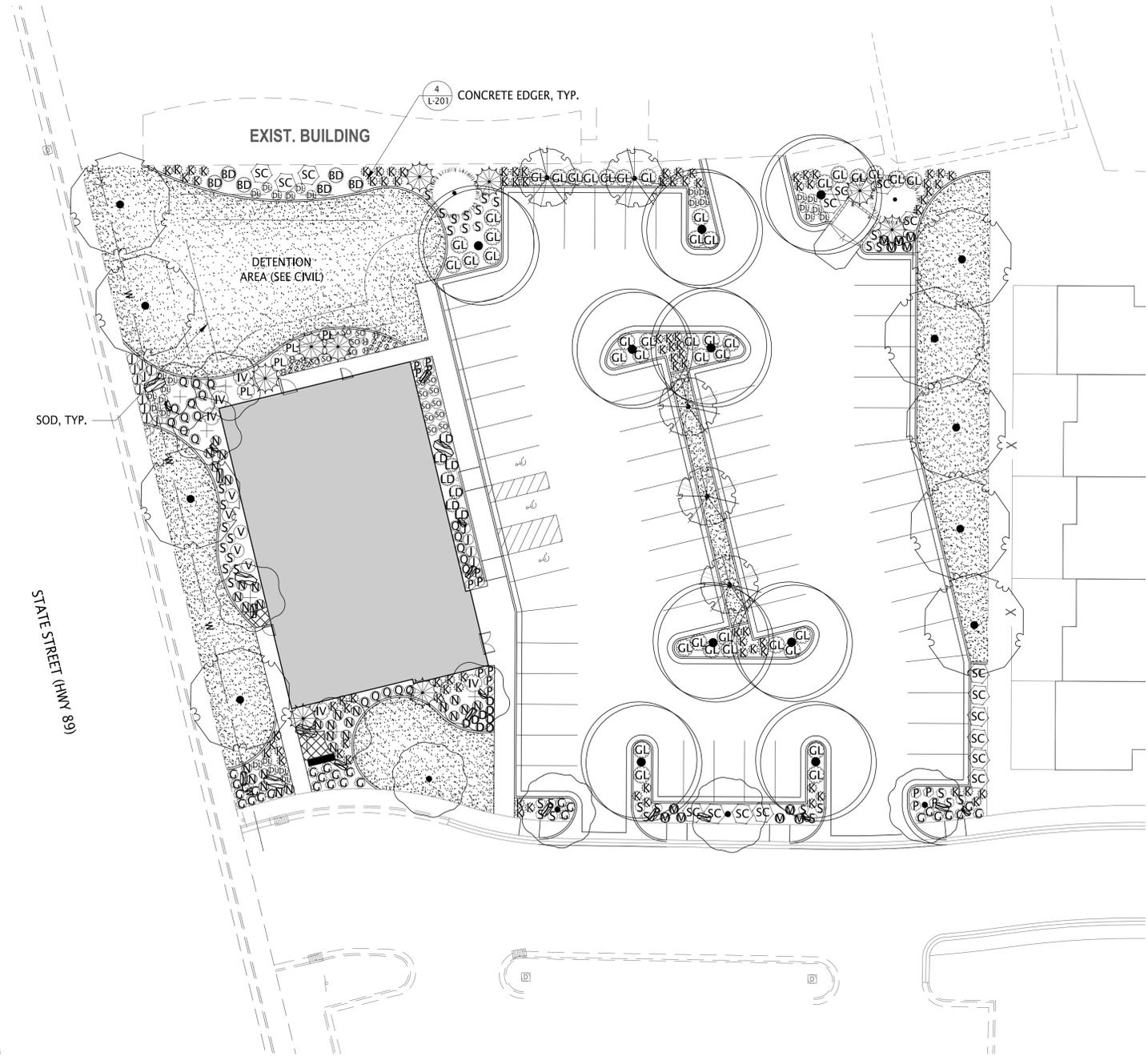
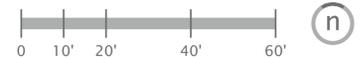
Drawing number

**L-100**

## PLANT SCHEDULE BLACK BEAR

TREES	BOTANICAL NAME / COMMON NAME
	Acer platanoides 'Warrenred' TM / Pacific Sunset Maple
	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust
	Picea pungens glauca 'Baby Blue Eyes' TM / Baby Blue Eyes Colorado Blue Spruce
	Pinus nigra / Austrian Black Pine
	Prunus virginiana 'Canada Red' / Canada Red Chokecherry
	Pyrus calleryana 'Cleveland Select' / Cleveland Select Pear
	Ulmus parvifolia 'Allee' / Allee Lacebark Elm
SHRUBS	BOTANICAL NAME / COMMON NAME
	Buddleja davidii 'Black Knight' / Black Knight Butterfly Bush
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass
	Centranthus ruber 'Roseus' / Keys of Heaven
	Chasmanthium latifolium / Northern Sea Oats
	Cornus alba 'Bailhalo' / Ivory Halo Dogwood
	Echinacea x 'Purple Emperor' / Purple Emperor Coneflower
	Hemerocallis x 'Hyperion' / Hyperion Daylily
	Heuchera sanguinea 'Firefly' / Coral Bells
	Hosta x 'Blue Flame' / Plantain Lily
	Leucanthemum x superbum 'Becky' / Shasta Daisy
	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass
	Perovskia x 'Little Spire' / Russian Sage
	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark
	Pinus mugo 'Mops' / Mops Mugo Pine
	Prunus laurocerasus 'Otto Luyken' / Luykens Laurel
	Prunus x cistena / Purple Leaf Sand Cherry
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac
	Rosa floribunda 'Nearly Wild' / Nearly Wild Rose
	Rudbeckia fulgida sullivantii 'Goldsturm' / Black-eyed Susan
	Viburnum dentatum 'Blue Muffin' / Southern Arrowwood
GROUND COVERS	BOTANICAL NAME / COMMON NAME
	Aster x frikartii 'Monch' / Monch Aster
	Poa pratensis / Kentucky Bluegrass

NOTES:  
1. ALL SHRUB BEDS TO RECEIVE 3" DEPTH BARK MULCH. INSTALL OVER WEED BARRIER.  
2. SEE SHEET L-201 FOR FULL PLANTING SCHEDULE, NOTES, AND DETAILS.



STATE STREET (HWY 89)

EXIST. BUILDING

DETENTION AREA (SEE CIVIL)

4 L-201 CONCRETE EDGER, TYP.

SOD, TYP.



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AMERICAN FORK RETAIL

154 NORTH STATE STREET  
AMERICAN FORK, UTAH

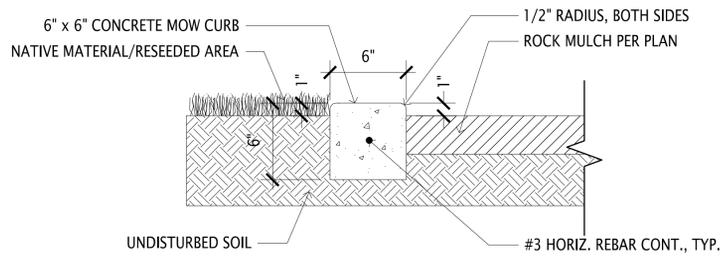
Attachment 2: Site Plan (1131 - Black Bear Restaurant)

# PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	QTY
	Acer platanoides 'Warrenred' TM / Pacific Sunset Maple	B & B	2.5"Cal	4
	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B & B	2"Cal	9
	Picea pungens glauca 'Baby Blue Eyes' TM / Baby Blue Eyes Colorado Blue Spruce	B & B	6' HT	9
	Pinus nigra / Austrian Black Pine	B & B	6' HT	2
	Prunus virginiana 'Canada Red' / Canada Red Chokecherry	B & B	2"Cal	6
	Pyrus calleryana 'Cleveland Select' / Cleveland Select Pear	B & B	2"Cal	5
	Ulmus parvifolia 'Allee' / Allee Lacebark Elm	B & B	2"Cal	9
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY	
	Buddleja davidii 'Black Knight' / Black Knight Butterfly Bush	5 gal	6	
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal	87	
	Centranthus ruber 'Roseus' / Keys of Heaven	5 gal	15	
	Chasmanthium latifolium / Northern Sea Oats	1 gal	16	
	Cornus alba 'Baillhalo' / Ivory Halo Dogwood	5 gal	5	
	Echinacea x 'Purple Emperor' / Purple Emperor Coneflower	1 gal	15	
	Hemerocallis x 'Hyperion' / Hyperion Daylily	1 gal	28	
	Heuchera sanguinea 'Firefly' / Coral Bells	1 gal	14	
	Hosta x 'Blue Flame' / Plantain Lily	3 gal	6	
	Leucanthemum x superbum 'Becky' / Shasta Daisy	1 gal	8	
	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass	1 gal	21	
	Perovskia x 'Little Spire' / Russian Sage	5 gal	35	
	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark	5 gal	7	
	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal	11	
	Prunus laurocerasus 'Otto Luyken' / Luykens Laurel	5 gal	4	
	Prunus x cistena / Purple Leaf Sand Cherry	5 gal	17	
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	43	
	Rosa floribunda 'Nearly Wild' / Nearly Wild Rose	5 gal	29	
	Rudbeckia fulgida sullivantii 'Goldsturm' / Black-eyed Susan	1 gal	28	
	Viburnum dentatum 'Blue Muffin' / Southern Arrowwood	5 gal	5	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	Aster x frikartii 'Monch' / Monch Aster	1 gal	24" o.c.	90 sf
	Poa pratensis / Kentucky Bluegrass	SOD		9,855 sf

## LANDSCAPE NOTES:

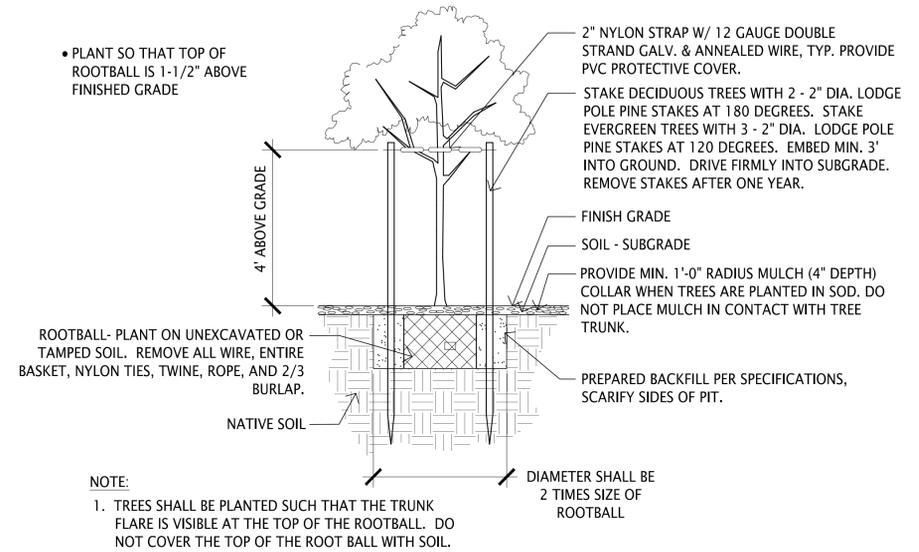
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND AMERICAN FORK STANDARDS, SPECIFICATIONS, AND DETAILS.
- ALL PLANT MATERIAL SHALL BE GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THIS WORK AND SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 UNLESS OTHERWISE NOTED. PROVIDE TREES OF NORMAL GROWTH AND UNIFORM HEIGHTS, ACCORDING TO SPECIES, WITH STRAIGHT TRUNKS AND WELL DEVELOPED LEADERS, LATERALS, AND ROOTS.
- EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND STRUCTURES TO BE ENCOUNTERED ON THE PROJECT PRIOR TO ANY EXCAVATION AND CONSTRUCTION IN THE VICINITY OF THE EXISTING UTILITIES AND STRUCTURES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.
- CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
- CONTRACTOR SHALL ROUGH GRADE TO WITHIN +/- A TENTH OF A FOOT FROM FINISH GRADE. ALL SOD AREAS SHALL BE GRADED 4 INCHES BELOW PROPOSED FINISH GRADE (BEFORE SOD). ALL SHRUB AREAS SHALL BE GRADED 12 INCHES BELOW PROPOSED FINISH GRADE (BEFORE MULCH).
- CONTRACTOR SHALL INSTALL A MIN. OF 4 INCHES OF PLANTING SOIL FOR ALL SOD AREAS AND 12 INCHES OF PLANTING SOIL FOR ALL SHRUB AND PERENNIAL BEDS.
- ALL COMPACTED AREAS DEVELOPED THROUGH CONSTRUCTION WITHIN PROPOSED LANDSCAPE AREAS SHALL BE SCARIFIED AND LOOSENEED TO A DEPTH OF 12 INCHES PRIOR TO LANDSCAPE AND IRRIGATION WORK BEGINNING.
- CONTRACTOR SHALL INSTALL A MIN. OF 3 INCHES OF WOOD MULCH ON WEED BARRIER FABRIC IN ALL PLANTING BEDS AS SHOWN ON PLANS. APPLY PRE-EMERGENT TO ALL PLANTING BEDS BEFORE INSTALLING WEED BARRIER FABRIC.
- NO PLANT SPECIES SUBSTITUTIONS WILL BE MADE WITHOUT APPROVAL OF OWNER.
- ALL PLANT LAYOUT SHALL BE VERIFIED AND APPROVED IN FIELD BY OWNER PRIOR TO PLANTING. FAILURE TO RECEIVE APPROVAL MAY RESULT IN RE-WORK BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.
- ALL CLARIFICATIONS OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO BEGINNING OF WORK.



- NOTES:
- MOWSTRIP SHALL BE FLUSH WITH ADJACENT WALK, PATH, PAVEMENT OR CURB.
  - OWNER SHALL APPROVE ALL LAYOUT AND FORM WORK PRIOR TO PLACING CONCRETE.
  - CONCRETE SHALL MEET ALL CITY AND APWA SPECIFICATIONS.
  - PLACE EXPANSION JOINTS @ 30' O.C., CONTROL JOINTS @ 10' O.C. UNLESS OTHERWISE SHOWN ON PLAN.
  - ALL CURVES IN MOWSTRIP SHALL BE TANGENT TO EACH OTHER AND TO STRAIGHT SECTIONS OF CURB.

## 4 CONCRETE EDGER

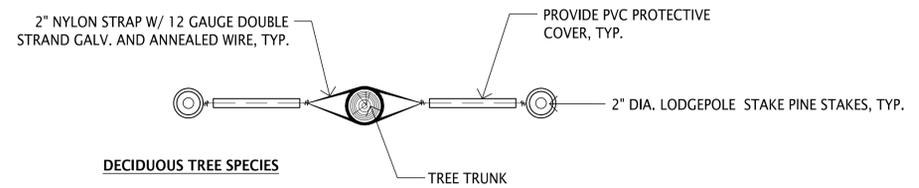
SCALE: NTS



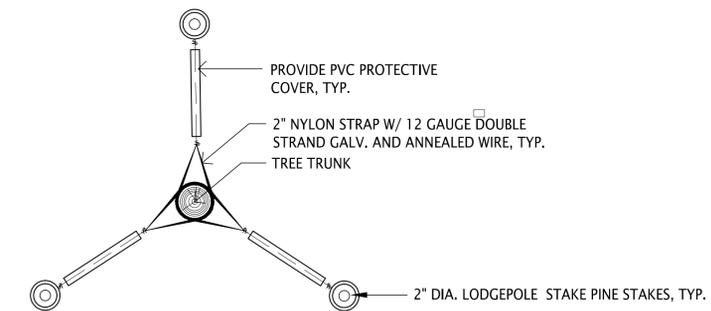
- NOTE:
- TREES SHALL BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOTBALL. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.

## 1 TREE PLANTING

SCALE: NTS



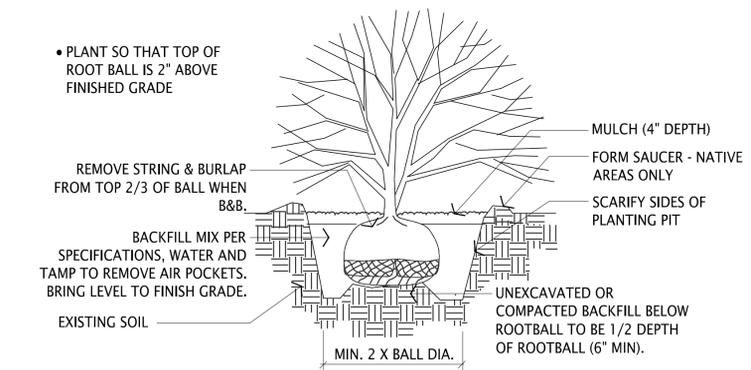
## DECIDUOUS TREE SPECIES



## EVERGREEN TREE SPECIES

## 2 TREE STAKING

SCALE: NTS



- PLANT SO THAT TOP OF ROOT BALL IS 2" ABOVE FINISHED GRADE

- REMOVE STRING & BURLAP FROM TOP 2/3 OF BALL WHEN B&B.

- BACKFILL MIX PER SPECIFICATIONS, WATER AND TAMP TO REMOVE AIR POCKETS. BRING LEVEL TO FINISH GRADE.

EXISTING SOIL

## 3 SHRUB/ PERENNIAL/ ORNAMENTAL GRASS PLANTING

SCALE: NTS

REVISIONS	
No.	Description

Designed By:	RBD/SS
Drawn By:	RBD/SS
Date:	08/03/15
Checked By:	CAS
Project No:	15-128

Drawing Title  
LANDSCAPE NOTES & SCHEDULE

Drawing number

L-201



blu line designs  
planning | landscape architecture | design  
8719 S. Sandy Parkway  
Sandy UT 84070  
p 801.913.7994

FOR:  
BOWLER DEVELOPMENT, LC  
P.O. BOX 2111  
WEST JORDAN, UTAH 84094  
CONTACT:  
LYNN BOWLER  
PH: 801-718-8144

AMERICAN FORK RETAIL

154 NORTH STATE STREET  
AMERICAN FORK, UTAH  
Attachment 2 - Site Plan (1131 - Black Bear Restaurant)

REVISIONS	
No.	Description

Stamp

Designed By: RBD/SS  
Drawn By: RBD/SS  
Date: 08/03/15  
Checked By: CAS  
Project No: 15-128

Drawing Title  
**IRRIGATION PLAN**

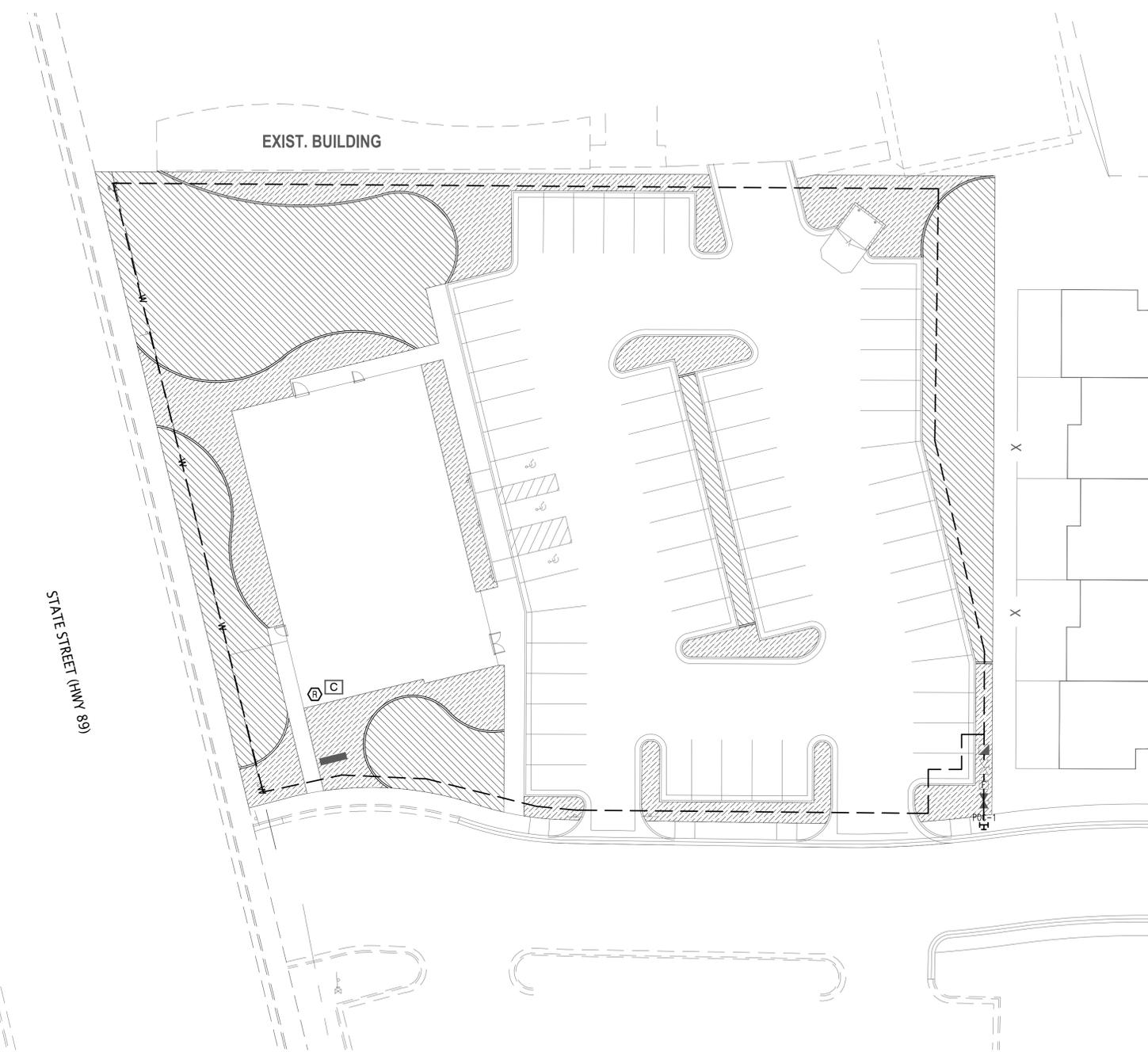
Drawing number

**IR-100**

### IRRIGATION NOTES

1. THIS DRAWING IS DIAGRAMMATIC AND IS INTENDED TO CONVEY THE GENERAL LAYOUT OF IRRIGATION SYSTEM COMPONENTS. ALL IRRIGATION EQUIPMENT SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE. LOCATE MAINLINE AND VALVES NEAR WALKS WHERE FEASIBLE.
2. THE CONTRACTOR SHALL VERIFY THE AVAILABLE WATER PRESSURE AT THE SITE PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES BETWEEN THE WATER PRESSURE SHOWN ON THE DRAWINGS AND ACTUAL PRESSURE READINGS AT THE POINT OF CONNECTION TO THE LANDSCAPE ARCHITECT. WATER PRESSURE AT THE POINT OF CONNECTION IS EXPECTED TO BE A MINIMUM OF 75 PSI. IN THE EVENT THAT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STRUCTURES, SITE IMPROVEMENTS, WALKS, UTILITIES, AND GRADE CHANGES. COORDINATE LAYOUT OF THE IRRIGATION SYSTEM WITH OTHER TRADES SO THAT CONSTRUCTION CAN CONTINUE IN A NORMAL SEQUENCE OF EVENTS. ADJUSTMENTS MAY BE NECESSARY TO MAINTAIN FULL COVERAGE DEPENDING ON ACTUAL SITE CONDITIONS. ANY SIGNIFICANT CHANGES WILL REQUIRE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO PLACEMENT. ALL MODIFICATIONS SHALL BE RECORDED ON 'AS-BUILT' DRAWINGS.
4. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM WHEN IT IS APPARENT IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADING DIFFERENCES MAY NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
5. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS AND EXISTING IRRIGATION SYSTEM (IF ANY). IN THE EVENT THAT THE CONTRACTOR DAMAGES, DISPLACES OR OTHERWISE CAUSES OTHER TRADES WORK TO BE REINSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL CONDITION AT HIS OWN EXPENSE.
6. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM PERFORMANCE. INSTALL HEADS WITH THE APPROPRIATE ARC AND RADIUS FOR THE AREA TO BE COVERED. ADJUST NOZZLES TO ELIMINATE OVERSPRAY ONTO WALKS, BUILDINGS, ETC.
7. IRRIGATION CONTROLLER(S) SHALL BE GROUNDED PER ESTABLISHED ASIC GUIDELINES.
8. IRRIGATION CONTROL WIRES SHALL BE COLOR CODED WIRE FOR DIRECT BURIAL. COMMON, HOT, & SPARE WIRES SHALL BE 14 AWG (WHITE, RED & YELLOW RESPECTIVELY). FOR CONTROL WIRE RUNS EXCEEDING 3000 FEET OR COMMON WIRE RUNS EXCEEDING 1500 FEET, USE 12 AWG WIRE. CONTRACTOR SHALL RUN 1 DEDICATED SPARE WIRE 'HOMERUN' FROM CONTROLLER TO TERMINUS OF EACH WIRE LEG. WHERE REQUIRED, COMMUNICATION WIRE TO FLOW SENSOR SHALL BE PAIGE ELECTRIC PE-39-3 CABLE. ALL WIRE SPLICES TO BE LOCATED IN VALVE BOX. ALL WIRE CONNECTIONS SHALL BE 3M DBRY.
9. ALL MAINLINES, LATERAL LINES, AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES.
10. ALL MAINLINE AND LATERAL LINE PIPE SHALL BE SCHEDULE 40 PVC THROUGH 3" PIPE. 4" TO 6" PIPE SHALL BE CLASS 200 PVC. ALL LATERAL LINE FITTINGS SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE NOTED. ALL MAINLINE FITTINGS UNDER 3" SHALL BE SCHEDULE 80 PVC. MAINLINE FITTINGS 3" AND LARGER SHALL BE HARCO DUCTILE IRON.
11. CONTRACTOR SHALL USE WELD-ON P-70 PRIMER AND 711 LOW VOC CEMENT FOR ALL SOLVENT WELDED JOINTS.
12. ALL LINES SHALL SLOPE TO DRAIN. ADD MANUAL DRAINS AT ALL MAINLINE LOW POINTS AS NECESSARY FOR COMPLETE DRAINAGE OF THE ENTIRE SYSTEM. INDICATE ALL DRAIN LOCATIONS ON 'AS-BUILT' DRAWINGS.
13. ALIGN VALVE BOXES PARALLEL WITH EDGE OF PAVEMENT/PLANTING BEDS. WHERE FEASIBLE, LOCATE THE EDGE OF VALVE BOX 12"-18" FROM EDGE OF PAVEMENT.
14. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE. HEADS SHALL BE LOCATED 1" AWAY FROM AND 1/4" BELOW ADJACENT CURBS, WALLS, WALKS, AND MOWSTRIPS.
15. DRIP DISTRIBUTION TUBING TO BE BURIED BELOW MULCH AND STAKED AT MIN. 6" O.C. DRIP FITTINGS SHALL BE BARBED INSERT TYPE FITTINGS. COMPRESSION TYPE FITTINGS WILL NOT BE ACCEPTED. EMITTERS SHALL BE LOCATED ON UPHILL SIDE OF PLANTS. INSTALL DRIP FLUSH VALVE AT LOW POINT OF EACH DRIP ZONE AND AT THE END DRIP LINES.
16. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT, OR WORKMANSHIP TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.
17. SEE DETAILS FOR ADDITIONAL INFORMATION. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.

CALL BLUESTAKES  
@ 1-800-662-4111  
AT LEAST 48 HOURS PRIOR  
TO THE COMMENCEMENT OF  
ANY CONSTRUCTION.

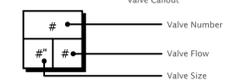


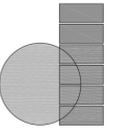
### IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 44-LRC	1
	1" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Stop & Waste - Mueller Mark II Oriseal (Line Size)	1
	Isolation Valve - Apollo 77-C	1
	Rain Bird ESP12LXME with ET Manager Cartridge	1
	Rain Bird WR2-RFC Wireless Rain and Freeze Sensor Combo, includes 1 receiver and 1 rain/freeze sensor transmitter.	1
	Filter - Amiad 1.5 Super Manual Plastic 200 Micron Disc Element	1
	Point of Connection 1-1/4"	1
	Irrigation Mainline: PVC Schedule 40 PVC Schedule 40 irrigation pipe.	861.7 l.f.

Lawn Area - Overhead Spray Irrigation

Shrub Area - Drip Irrigation





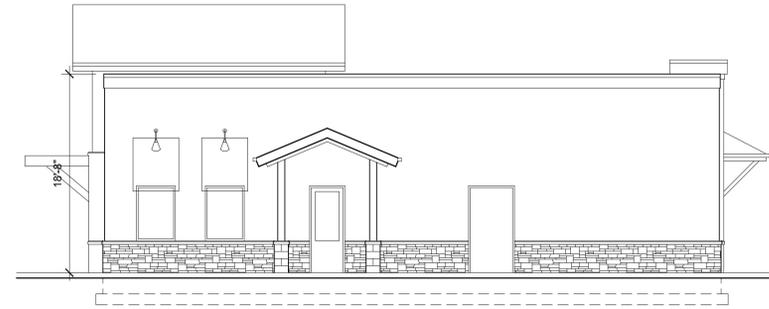
**dixon + associates**  
architecture, planning, interiors  
833 south 200 east  
salt lake city, utah 84111  
t: 801.595.6400  
f: 801.595.8900



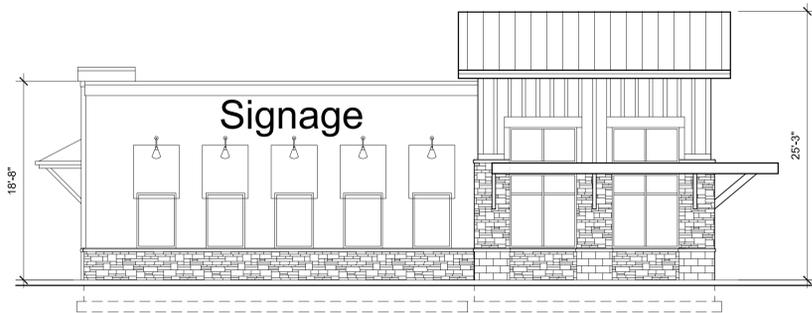
CONSULTANTS



**EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**AMERICAN FORK  
RETAIL CENTER**

**154 NORTH STATE STREET  
AMERICAN FORK, UTAH**

#	DATE	DESC.

ISSUE:	20 JULY 2015
PROJECT NO:	14050
CAD DWG FILE:	-
DRAWN BY:	-
CHECKED BY:	-

SHEET TITLE

**ELEVATIONS**

**A2.1**



dixon + associates  
architecture, planning, interiors  
833 south 200 east  
salt lake city, utah 84111  
t: 801.595.6400  
f: 801.595.8900



CONSULTANTS



**AMERICAN FORK  
RETAIL  
PAD**  
**AMERICAN FORK, UTAH**

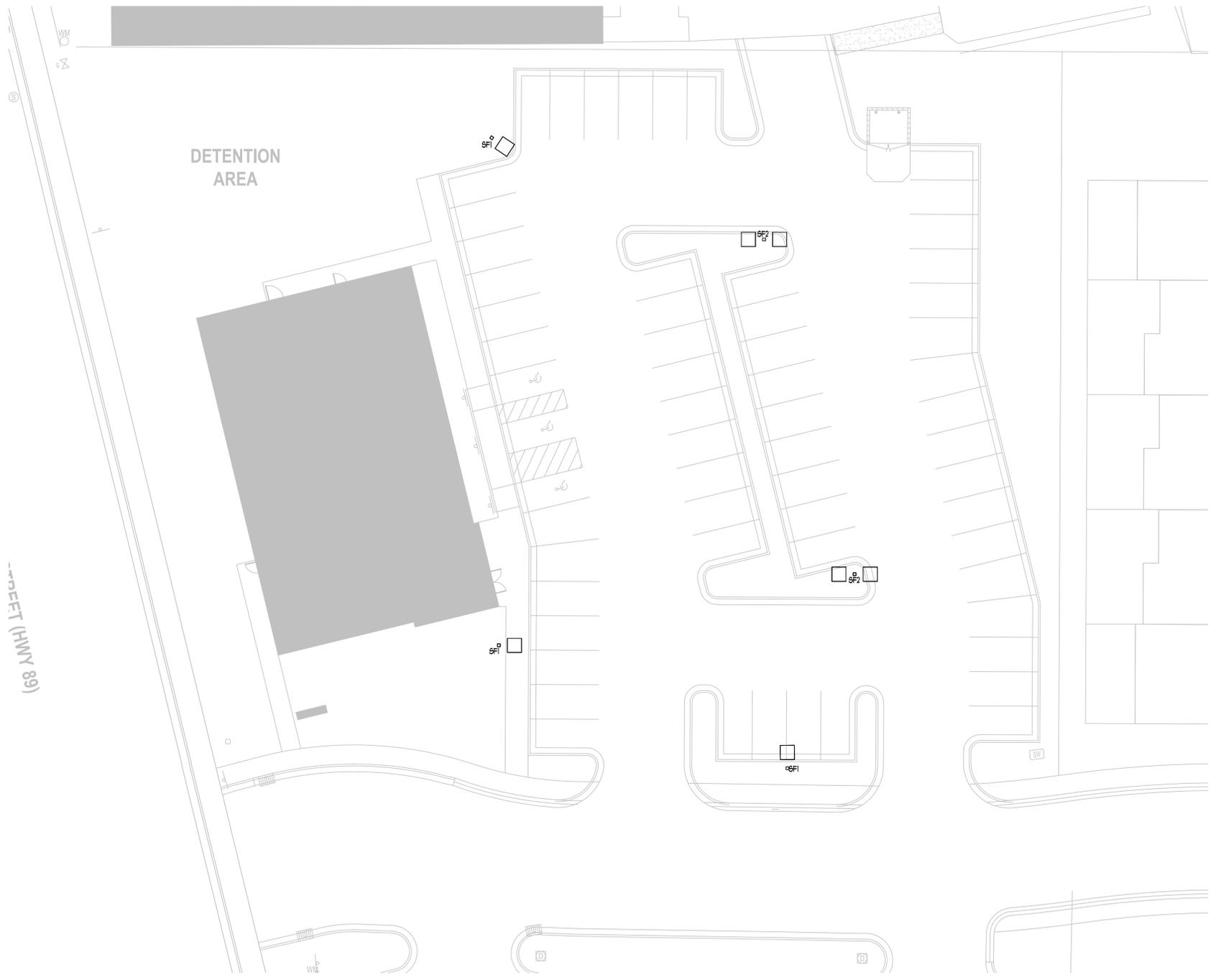
#	DATE	DESC.

ISSUE:	21 NOVEMBER 2014
PROJECT NO:	14159.00.01
CAD DWG FILE:	-
DRAWN BY:	TH
CHECKED BY:	SO

SHEET TITLE  
**SITE LIGHTING  
PLAN**

**E1.1**

Attachment: 2 - Site Plan (1131 - Black Bear Restaurant)



**A SITE LIGHTING PLAN**  
E1.2 SCALE: 1/16" = 1'-0"



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 19, 2015  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a commercial site plan for a restaurant located at 160 North State Street, in the SC-1 (Planned Shopping Center) Zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION					
Location:		160 North State Street			
Applicants:		Ensign Engineering			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Vacant			
	West	Commercial			
Existing Zoning:		SC-1 (Planned Shopping Center)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	SC-1 (Planned Shopping Center)			
	South	GC-1 (General Commercial)			
	East	SC-1 (Planned Shopping Center)			
	West	SC-1 (Planned Shopping Center)			
Growth Plan Designation:		Design Commercial			
Zoning within density range?		x	Yes		No

### Background

A restaurant proposes to locate at approximately 160 North State Street; north of Tunex and south of Kwall Paint. The proposed structure will consist of 5,300 sq. ft. Access to the site will be provided off of the private drive that also serves Tunex and a future townhome development to the east. A retention pond will be constructed at the northwest portion of the site.

A total of 62 parking spaces have been illustrated on the site plan. The City's Parking Ordinance requires 20 spaces per 1,000 sq. ft. for sit-down restaurants. The applicants, at Staff's recommendation, have calculated the required parking for the dining portion of the restaurant, which requires 53 parking spaces. At 62 spaces provided, sufficient parking is provided.

Renderings of the proposed structure are included in the submittal materials. Landscape plans are also included, conforming to the City's landscape requirements.

Consistency with the Land Use Plan:

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

FINDING OF FACT/CONDITIONS OF APPROVAL

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

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

POTENTIAL MOTION

Mr. Chairman, I move that we recommend approval of the commercial site plan for a restaurant located at 160 North State Street in the SC-1 (Planned Shopping Center) Zone, with the finding as outlined in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 8/19/2015

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: Restaurant

Project Address: 160 North State Street

Developer / Applicant's Name: Ensign 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

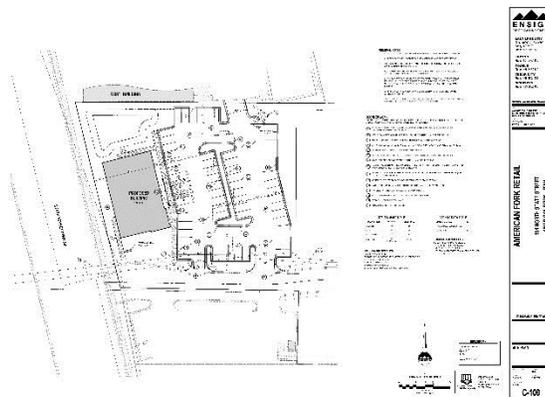
**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/19/2015 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:**



Attachment: 3. Staff Report (1131 : Black Bear Restaurant)

## 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. Storm Water offsite discharge must be provided that meets all of the City requirements and is approved by the City Engineer.

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**Findings:**

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

**Conditions:**

- **Water rights conveyance, if needed, shall be satisfied prior to final plat recordation.**
- **All Standard Conditions of Approval and items denoted as “Plan Modification(s) Required” in the 8/19/2015 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.**

Seconded by Eric Franson.

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

9. Hearing, review and action on a commercial site plan for restaurant located at 160 North State Street, located in the SC-1 Planned Shopping Center Zone (8:47 p.m.)

**Staff Presentation:**

Adam Olsen stated a restaurant is proposed on this site consisting of 5,300 square feet with access on a private drive that also serves Tunex. There is a total of 62 parking spaces, which meets the 20 spaces per 1,000 square feet per Code. The requirement is 53 spaces. The landscaping plan and proposed elevations area in the packet.

Andy Spencer stated the staff report addressed the need for some storm drain investigation. This information has been sent to their engineer. There will be needed changes to the storm drain. He recommended approval.

**Applicant Presentation:**

Rob Moore stated he is the developer and owner of the property. Black Bear Diner is the proposed restaurant, which is a very family-oriented and economical. The restaurant serves breakfast, lunch, and dinner. It is a very successful chain in the western United States. This will make five in the State of Utah. It will be a great addition to American Fork and the area.

John Woffinden stated page C-002 references Lehi sewer and water, which needs to be changed. The landscaping plan is very good.

**PUBLIC HEARING**

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

Attachment: 4. Minutes (1131 : Black Bear Restaurant)

461  
462 **MOTION: Harold Dudley - To recommend approval of the commercial site plan for a**  
463 **restaurant located at 160 North State Street in the SC-1 (Planned Shopping Center) Zone,**  
464 **with the finding as outlined in the staff report and subject to any findings, conditions and**  
465 **modifications listed in the engineering report.**

466 **Findings:**

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

469 **Conditions:**

- 470 • **All Standard Conditions of Approval and items denoted as “Plan**
- 471 **Modification(s) Required” in the 8/19/2015 Engineering Division Staff**
- 472 **Report for the City Land Use Authority shall be addressed on all final**
- 473 **project documents.**

474  
475 Seconded by Marie Adams.

476  
477 Yes -

- 477 Marie Adams
- 478 Harold Dudley
- 479 Eric Franson
- 480 Leonard Hight
- 481 Nathan Schellenberg
- 482 Rebecca Staten
- 483 John Woffinden

484 Motion passes.

485 10. Hearing, review and action on a zone map amendment from the GC-2 General  
486 Commercial to the PC-Planned Community zone, located in the area of 585 South 500  
487 East (8:53 p.m.)  
488

489 Staff Presentation:

490 Adam Olsen reported that Wasatch Development Group is requesting the amendment. The  
 491 property is currently in the GC-2 Zone, adjacent to 500 East, and serves Savage Trucking  
 492 Company. The proposal is a mixed-use commercial and residential development extending from  
 493 500 East to the future 600 East. This area will tie into the overall Vintaro Planned Community.  
 494 The current concept plans have left his area as commercial. The section of the Development  
 495 Code dealing with planned community states a mixture of land uses and a variety of residential  
 496 densities are the core components of the zone. The concept plan accompany this change  
 497 envisions commercial uses that face higher residential uses. It could be argued that the mixture of  
 498 land uses meets the intent of ordinance. Also the intensity of land uses along 500 East to the  
 499 higher density residential and then to the townhomes provides a step down in intensities. A core  
 500 issue of this request is whether or not this area falls in the allowances and intent of the PC Zone.  
 501 Higher density abuts the commercial on 500 East so those two uses are not out of character of the  
 502 PC Zone. The applicant is also looking at utilizing a portion of the Development Code that does  
 503 not place a cap on the number of units or density. The caveat is that the area subject to that  
 504 request, according to the text, is that it be primarily commercial uses. Residential uses may be  
 505 located in separate structures intermingled with commercial structures. The Code is left open to  
 506 interpretation. The commercial is not intermingled with the residential is purely economics. For

Attachment: 4. Minutes (1131 : Black Bear Restaurant)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Planning      **Director Approval** Adam Olsen

**AGENDA ITEM** Ordinance approving an amendment to the overall concept plan for a portion of phase 1-L of the Vintaro Planned Community Project located in the area of 585 South 500 East in the PC-Planned Community Zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the amendment to the overall concept plan for a portion of phase 1-L of the Vintaro Planned Community Project as stated in the attached minutes of the August 19, 2015 planning commission meeting.

**BACKGROUND** The applicant proposes (1) alterations to the existing concept plan of the Vintaro project and (2) additional concept plan area with phase 1-L now being incorporated as a bona fide part of the PC Planned Community zone. For further analysis please refer to the attached application, staff report and planning commission minutes.

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

**SUGGESTED MOTION** I move to adopt the ordinance approving an amendment to the overall concept plan for a portion of phase 1-L of the Vintaro Planned Community Project located in the area of 585 South 500 East in the PC-Planned Community Zone with the finding that phase 1-L qualifies as a community commercial district devoted primarily to commercial, office, or manufacturing use as found in section 17.7.507(F)4.c of the American Fork City Development Code and subject to:

- Pedestrian access and utility improvements as identified in the public record associated with the August 19, 2015 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Ordinance
2. Application
3. Staff report
4. Planning commission meeting minutes, August 19, 2015

**SUPPORTING DOCUMENTS**

- Ordinance Overall Concept Plan Vintaro Phases 1-L 9-8-15 (DOC)
2. Application (PDF)
  3. Staff report (PDF)
  4. Minutes (PDF)

**ORDINANCE NO.**

**AN ORDINANCE APPROVING AN AMENDED OVERALL CONCEPT PLAN FOR A PORTION OF PHASE 1-L OF THE VINTARO PLANNED COMMUNITY PROJECT IN THE AREA OF 585 SOUTH 500 EAST IN THE PC – PLANNED COMMUNITY ZONE.**

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

**PART I****THIRD AMENDED OVERALL CONCEPT DEVELOPMENT PLAN APPROVED**

- A. The Amended Overall Concept Plan for a portion of Phase 1-L of Vintaro Planned Community project in the area of 585 South 500 East in the PC-Planned Community zone, as set forth on Attachment A, is hereby approved.
- B. Said Plan shall hereafter constitute the approved Amended Overall Concept Plan for a portion of Phase 1-L of Vintaro Planned Community zone, for the territory so defined.

**PART II****ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE**

- A. Hereafter, the Amended Overall Concept Plan, approved hereby shall constitute the approved Amended Overall Concept Plan for the territory so defined and all further submittals for development approval within said territory shall conform to the terms of the Amended Overall Concept Plan as may from time to time be amended.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- C. This ordinance shall take effect upon its passage and first publication following completion of all terms and conditions of approval, as set forth under the motion to approve, passed and adopted by the American Fork City Council.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 8 DAY OF SEPTEMBER, 2015.**

James H. Hadfield, Mayor

ATTEST:

Richard M. Colborn, City Recorder

**Michael Baker**  
INTERNATIONAL  
MICHAEL BAKER JR. INC.  
6955 UNION PARK CENTER SUITE 370  
MIDVALE UT, 84047  
(801)255-4400



NO.	DATE	DESCRIPTION

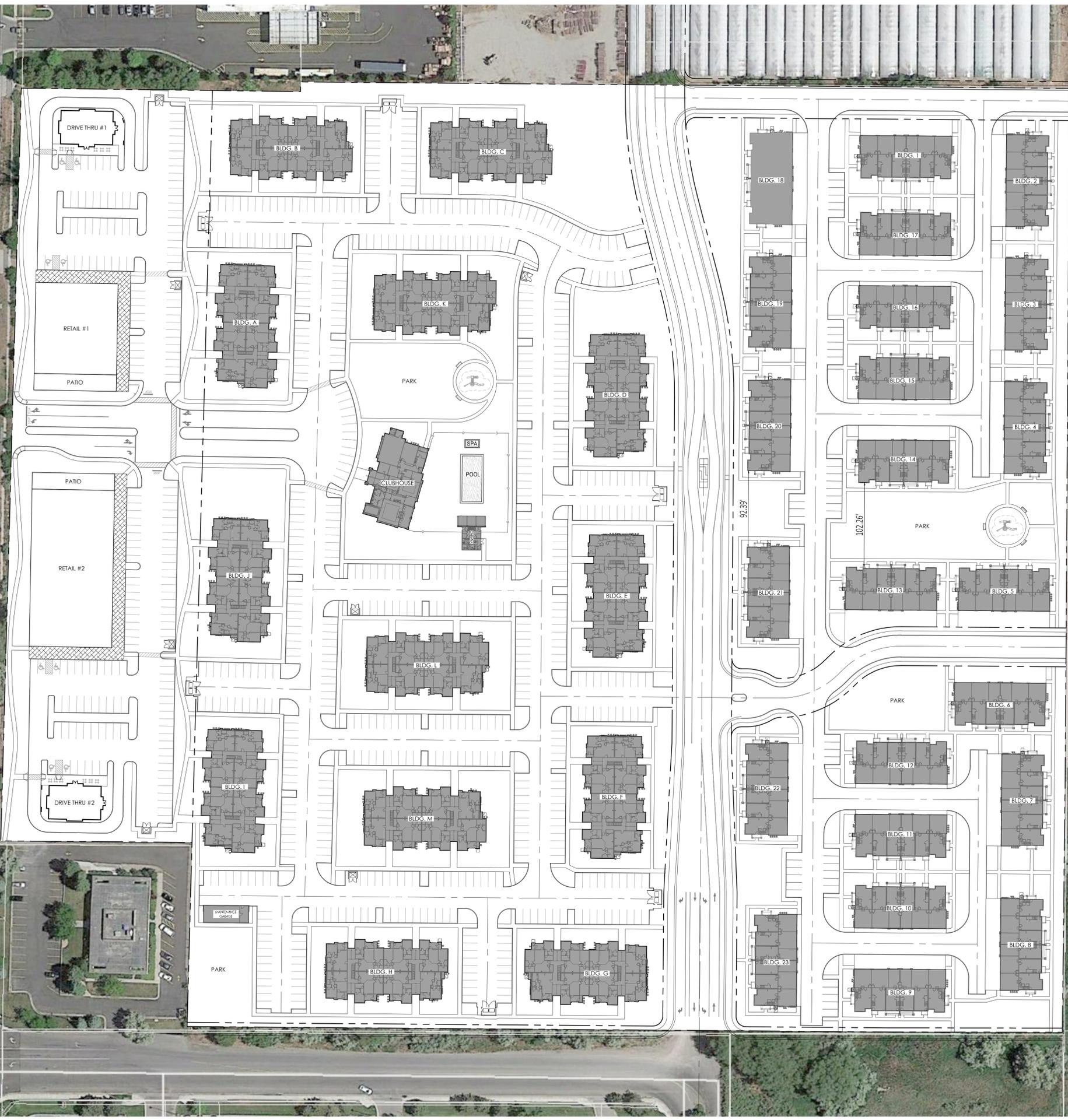
**SAVAGE PARCEL**  
585 S 500 EAST  
AMERICAN FORK, UTAH  
**CONCEPTUAL SITE PLAN**

Project Number: **Promotional**  
Date: **06-25-2015**  
Scale: 0 60' 90'  
1"=60'  
Sheet # **EXHIBIT**

**SITE TABULATION**

TOTAL PROJECT ACREAGE:	32.38 ACRES
RETAIL ACREAGE:	4.84 ACRES
RETAIL SQUARE FOOTAGE:	36,000 SF
RETAIL PARKING:	188 STALLS
	5.2 STALLS/1,000 S.F.
RETAIL OPEN SPACE:	±1.86 AC (38.4%)
STACKED FLAT ACREAGE:	14.64 ACRES
STACKED FLAT OPEN SPACE:	±6.40 AC (43.8%)
STACKED FLAT UNITS:	312 UNITS
(13 BUILDINGS AT 24 UNITS PER BUILDING)	
STACKED FLAT PARKING:	613 STALLS
2-BEDROOM PARKING:	
(195 UNITS*2.25 STALLS/UNIT)=	439
1-BEDROOM PARKING:	
(117 UNITS*1.49 STALLS/UNIT)=	174
TOWNHOME ACREAGE:	10.79 ACRES
TOWNHOME BUILDINGS:	138 UNITS
(23 BUILDINGS AT 6 UNITS PER BUILDING)	
TOWNHOME PARKING:	
GARAGE PARKING:	230 STALLS
DRIVEWAY PARKING =	160 STALLS
GUEST PARKING =	45 STALLS
TOTAL TOWNHOME PKG:	435 STALLS
	(3.15 STALLS/UNIT)
TOWNHOME OPEN SPACE =	±4.37 AC (40.5%)

\* THIS IS A CONCEPTUAL SITE PLAN AND IS SUBJECT TO CHANGE BASED ON UTILITY LAYOUT, GRADING, ETC.



A

B

C

D

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NO.	DATE	REVISIONS	DESCRIPTION

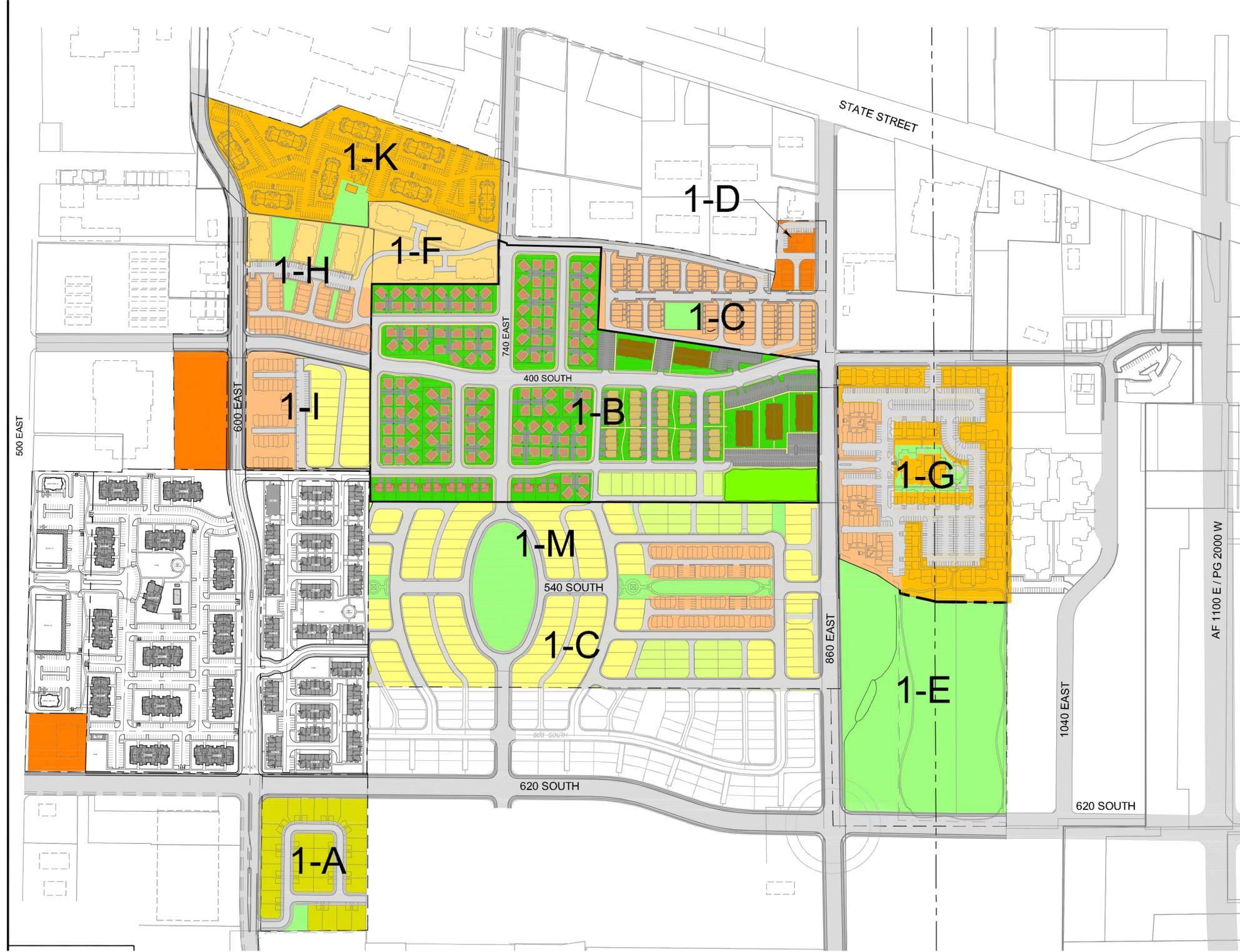
SAVAGE PARCEL  
585 S 500 EAST  
AMERICAN FORK, UTAH

Project Number:  
**Promotional**

Date:  
**06-25-2015**

Scale: 0 200 300  
1"=200'

Sheet #  
**EXHIBIT**



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NO.	DATE	DESCRIPTION

SAVAGE PARCEL  
585 S 500 EAST  
AMERICAN FORK, UTAH

CONCEPTUAL SITE PLAN - LAND USE PLAN

Project Number:  
**Promotional**

Date:  
**06-25-2015**

Scale: 0 200 300  
1"=200'

Sheet #  
**EXHIBIT**

Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)



A

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Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)



WASATCH 500 EAST MIXED-USE

# Wasatch 500 East MIXED-USE

## Wasatch

- Fully integrated real estate
- Utah company (1988)
- 16,700 apartments
- 3 M sq. ft. of office
- Total assets over 4 billion



# Wasatch 500 East MIXED-USE

## Planned Community

- Integrated design
- Mixture of land uses
- Variety in densities
- Access to open space



# Wasatch 500 East MIXED-USE

## Benefits

- Activate Corridor/Catalyst for change
- Remove incompatible land use
- Maximize retail frontage
- Horizontal mixed use
- Bring people to area walk/shop
- 500 east road improvements (\$35,000)
- 600 east (minor collector) road improvements (\$500,000)
- 620 south road improvements (\$40,000)
- Capitalized/Financial strength
- Long term holders



# Wasatch 500 East MIXED-USE

## Site Plan - Retail

- 4.84 acres
- 36,000 sf
- 38.4% open space
- Maximize retail frontage
- Depth/Visibility
- Mixed use
- Transition buffer
- Outdoor eating/gathering
- Depth/visibility/I-15
- Meadows Power Center (2.1 M sq. ft., Kohls, Walmart, Home Depot, Cinemark, Best Buy, Ross, BB&B, Gordmans, Target, Costco, Lowes)



# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Site Plan – Residential-Stacked Flats

- Wasatch property management
- Renters by Choice/low maintenance lifestyle
- 3 hour work request
- On-site management
- After hours security
- 14.64 acres
- 312 units
- Open space 43.8%



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Conceptual Stacked Flat



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

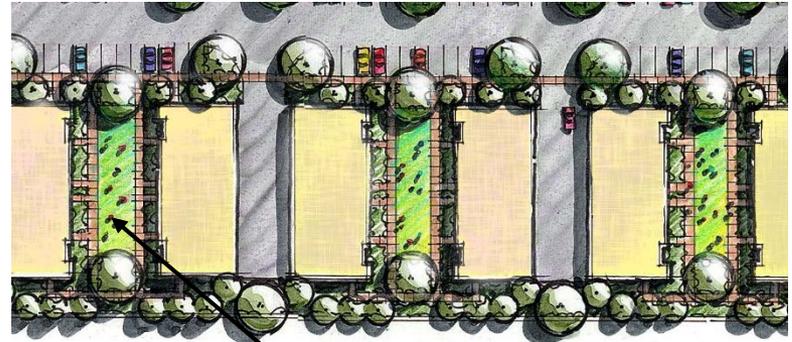
## Site Plan – Residential-Townhomes

- Wasatch property management
- Renters by Choice/low maintenance lifestyle
- 3 hour work request
- On-site management
- After hours security
- 10.79 acres
- 138 units
- Open space 40.5%



# Wasatch 500 East MIXED-USE

## Conceptual Townhome



'Green Courts'



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Architecture

- High end design
  - 3 exterior materials – Stone, Cement Board, Stucco
  - Interiors – 9-foot ceilings, granite/quartz countertops, garden tubs, upgraded molding/hardware
  - Variation of rooflines
  - Front porches
  - Oversized windows



# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse

- 3,000 sq. ft. +/-
- Leasing offices
- Maintenance office
- Clubroom
- Media Room
- Exercise facility with kids room



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse Images



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Site Map



# Wasatch 500 East MIXED-USE

## Retail



- 4.84 acres
- 36,000 SF
- 5.2 stalls/1000
- 38.4% open spac

# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



# Wasatch 500 East MIXED-USE

## Retail – Conceptual Images



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Conceptual Townhome Elevation A & B

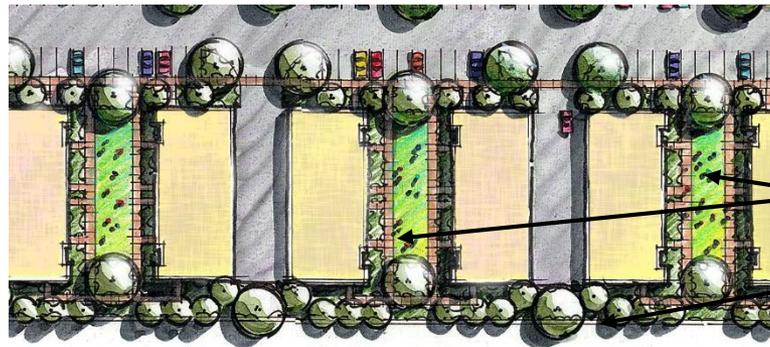


Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Site Plan – Residential

- Evolution of site plan
- 49% Open Space (trail, tot lot, pavilion, natural vegetation, green courts)
- 1140 West (private road, off set, landscape island, possible speed bump)
- Two product types (townhome and stacked flats)
- 2.15 parking stalls/unit
- Placement of Townhomes



40' wide 'Green Courts'

8-foot precast wall  
Landscape Buffer

# Wasatch 500 East MIXED-USE

## Conceptual Stacked Flat



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Architecture

- High end design
  - 3 exterior materials – Stone, Cement Board, Stucco
  - Interiors – 9-foot ceilings, granite/quartz countertops, garden tubs, upgraded molding/hardware
  - Variation of rooflines
  - Front porches
  - Oversized windows



# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse

- 3,000 sq. ft. +/-
- Leasing offices
- Maintenance office
- Clubroom
- Media Room
- Exercise facility with kids room



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Conceptual Clubhouse Images



Attachment: 2. Application (1133 : Vintaro 1-L Lankford Overall Concept)

# Wasatch 500 East MIXED-USE

## Site Map



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 19, 2015  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on amendment of the overall concept plan for Phases 1-J and 1-L of the Vintaro Planned Community Project located in the vicinity of 585 South 500 East, in the PC (Planned Community) Zone.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION					
Location:		Approximately 585 South 500 East			
Applicants:		Wasatch Development Group			
Existing Land Use:		Industrial			
Proposed Land Use:		Commercial/Residential			
Surrounding Land Use:	North	Commercial			
	South	Vacant/Commercial			
	East	Agriculture			
	West	Commercial			
Existing Zoning:		PC (Planned Community)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	PC (Planned Community)			
	South	PC (Planned Community)			
	East	Utah County Zoning			
	West	GC-2 (Planned Commercial)			
Land Use Plan Designation:		Planned Community			
Zoning within Growth Plan?		x	Yes		No

#### PROJECT DESCRIPTION:

A request for a recommendation of approval of an amended concept plan for Phases 1-J and 1-L of the Vintaro Planned Community project.

#### Background

Wasatch Development Group is requesting approval of an amended concept plan for a portion of the Vintaro development; namely, Phases 1-J and 1-L. The revised concept plan envisions townhome units for Phase 1-J, as opposed to a mix of townhome units and small lot single-family as currently illustrated. The applicant posits that the townhome units provide a greater amount of open space over that found with a mix of townhome and small lot single family development. Roughly 40% of the area of 1-J will be

landscaped open space. The applicant further argues that the townhome units provide a “step-down” in intensity of uses; from commercial and multi-family proposed in 1-L to single family found to the east (1-M and 1-C).

The applicant has met with the property owner to the east (Mr. Graff) and presented him with the proposed amended concept plan. The proposed concept plan consolidates access into one main point as opposed to two smaller access points. The applicant reports that the adjacent owner, Mr. Graff, is in general agreement that this revised layout allows him sufficient development potential; perhaps even granting a few extra units due to the consolidated access point.

It can be argued that the revised concept plan for 1-J is roughly similar to the approved concept plan as it relates to the number of units. This plan envisions roughly 11 fewer units (138) than the current approved concept plan (±149 units). The overall density of this particular area nets out to 12.8 units per acre; within the range of density allowed in the overall development. The current approved concept plan nets a density of 13.8 units per acre; higher than this proposed concept plan.

Phase 1-L of the overall concept plan was originally left open to commercial uses; likely due to its proximity to 500 East. The applicant proposes to keep a commercial area adjacent to 500 East; placing higher density multi-family units directly east of the commercial area, extending to 600 East. Roughly 2/3 of the area between 500 East and the future 600 East will consist of residential structures; totaling 312 units with a density of 21 units per acre. Approximately 43% of the area proposed for the apartment units will consist of landscaped open space; a club house/pool area and adjacent park serving as the focal point of the development. One main access point is proposed off of 500 East to serve both the commercial and residential development in Phase 1-L. UDOT has final approval of the access point, as 500 East is under UDOT’s jurisdiction.

The previous agenda item discussed the applicant’s request to amend the zoning of this area (1-L) from the GC-2 (Planned Commercial) to the PC (Planned Community) Zone. As discussed in the report on the zone change, the PC Zone is intended to house a variety of uses and if the Planning Commission determines that a change in zoning is warranted, the concept plan stands as proposed.

## POTENTIAL MOTIONS

Mr. Chairman, I move that we recommend approval of an amended overall concept plan for Phases 1-J and 1-L of the Vintaro Planned Community Development.

Mr. Chairman, I move that we recommend denial of an amended overall concept plan for Phases 1-J and 1-L of the Vintaro Planned Community Development.

553 **and utility improvements along 620 South be included in the development.** Seconded by  
 554 Leonard Hight.

555  
 556 Yes - Marie Adams  
 557 Harold Dudley  
 558 Eric Franson  
 559 Leonard Hight  
 560 Nathan Schellenberg  
 561 Rebecca Staten  
 562 John Woffinden Motion passes.

563  
 564 11. Hearing, review and action on amendment of the overall concept plan for a portion of  
 565 phase 1-L of the Vintaro Planned Community Project located in the area of 585 South  
 566 500 East in the PC-Planned Community Zone

567  
 568 **MOTION: Eric Franson - To recommend approval of an amended overall concept plan for**  
 569 **Phases 1-J and 1-L of the Vintaro Planned Community Development with two attachments,**  
 570 **pedestrian access along 600 East be the responsibility of develop and full road and utility**  
 571 **improvements on 620 South be the responsibility of the developer and access management**  
 572 **will be required according to City Code.** Seconded by Marie Adams.

573  
 574 Yes - Marie Adams  
 575 Harold Dudley  
 576 Eric Franson  
 577 Leonard Hight  
 578 Nathan Schellenberg  
 579 Rebecca Staten  
 580 John Woffinden Motion passes.

581  
 582 12. Other Business (9:34 p.m.)

583  
 584 BBQ is Friday at 6:30 p.m. at Rotary Park.

585  
 586 Blue Bell is back in business. They have an approved site plan if they want to move forward.

587  
 588 The Woodbury sign amendments were approved by City Council.

589  
 590 13. Site Plan Committee Report (9:36 p.m.)

591  
 592 The next Planning Commission agenda will be shorter with the Ken Garff project. There are  
 593 others in the pipe line but fewer projects coming through.

594  
 595 14. Review and action on the minutes of the August 5, 2015 Planning Commission Regular  
 596 Session (9:38 p.m.)

597  
 598 **MOTION: Nathan Schellenberg – To approve the minutes.** Seconded by Harold Dudley.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Public Works      **Director Approval** Dale Goodman

**AGENDA ITEM**    Review and action on an ordinance establishing a four-way stop intersection at 700 North 900 East.

**SUMMARY RECOMMENDATION**    Ordinance confirms the action of the City Council in approving the Transportation Master Plan.

**BACKGROUND**    On August 27, 2013, the City Council adopted the Transportation Master Plan identifying additional intersection improvements. Currently at the intersection of 700 North and 900 East, vehicles stop in the north/south direction but not the east/west direction. The Transportation Master Plan proposes adding these two additional stop signs to stop vehicles traveling east/west. The cost for these two additional stop signs was included in the reconstruction of 900 East and 700 North. The ordinance is proposed for approval to ensure enforcement actions are legal and further confirms the Transportation Master Plan adoption.

**BUDGET IMPACT**    N/A

**SUGGESTED MOTION**    Move to approve the proposed ordinance to install a four-way stop at 700 North 900 East.

**SUPPORTING DOCUMENTS**

1. Proposed Ordinance
2. City Council Minutes of August 27, 2013 (Page 7)
3. Transportation Master Plan Map
4. 900 East 700 North 4-Way STOP Warrant Study

**SUPPORTING DOCUMENTS**

900 E 700 N ordinance stop intersection 9-8-2015 (PDF)  
 Transportation Master Plan approval CM 8-27-2013 (PDF)  
 Map (PDF)  
 Pages from American Fork - FINAL Transportation Element of the General Plan (PDF)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF A FOUR-WAY STOP INTERSECTION AT 700 NORTH 900 EAST.

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

**PART 1: Establish a four-way stop intersection at 700 North 900 East.**

- A. As such time as appropriate, traffic control and regulatory signs are posted. A four-way stop intersection is established at 700 North 900 East, American Fork, Utah.

**Finding:** The City Council recognizes 700 North as a Major Collector class road and 900 East as a Collector class road as identified in the Transportation Element of the General Plan as adopted in Resolution 2013-08-22R. The Transportation Master Plan also identifies this intersection to be a four-way stop.

**PART 2: This Ordinance shall take effect upon its passage and first publication.**

PASSED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2015.

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
Richard M. Colborn, City Recorder

## CITY COUNCIL MEETING 8-27-2013

**All were in favor.**

REVIEW AND ACTION ON A RESOLUTION APPROVING AN AMENDED  
TRANSPORTATION MASTER PLAN – *Public Works*

Mayor Hadfield commented that this was a big document. It included modified street cross-sections as discussed at the last City Council work session. There were consultants present from Horrocks Engineers. He asked if there were any questions.

Councilman Shelton stated that he would like to see the traffic counts on 1100 North as the residents in the area talk all the time about a signal at 900 East.

**Councilman Shelton moved to adopt Resolution No.2013-08-22R approving the 2013 Transportation Master Plan as an element of the American Fork City General Plan and also approving the recommendations of the Planning Commission meeting on July 17, 2013. Councilman Taylor seconded the motion.**

Councilmember Rodeback added that this was huge. It was a long time coming. She was also appreciative of the appendices. She noted that she hated roundabouts and would love to line-item veto double roundabouts. She appreciated the work that went into this.

Andy Spencer stated that for the numbers on 300 West that the double roundabout was the best solution.

Councilman Frost asked Mr. Lord how he would rate the citizen input.

Mr. Lord answered that it was about what was expected and was on par with everywhere else. There were a lot of questions. He was impressed that the focus was not so much in front of one's house but generally with the big picture.

**All were in favor of the motion.**

REVIEW AND ACTION ON A REIMBURSEMENT AGREEMENT FOR ARTERIAL  
ROADWAY IMPROVEMENTS ASSOCIATED WITH THE WONDERLAND CHILD CARE  
SITE LOCATED AT 36 SOUTH 500 EAST - *Vicky Y. Xu*

Andy Spencer explained that 500 East Street was to be wider than 66-feet. This agreement was for reimbursement for the additional property and the installation of the excess asphalt. This had been talked about at a work session. It was noted that Elm Street was basically unimproved.

Jenny Kin, daughter of Vicky Y. Xu, addressed the Council in behalf of her mother because of a language barrier. She expressed a concern with having to pay for the relocation of a light pole and supporting pole because of the widening of the road. She did not feel that should be their responsibility.

Ms. Kin continued that because of the taking of the additional property they were losing roughly 10 parking spaces and a reduction of the number of children they could have had from 50 down to about 35. That was a large loss.

## CITY COUNCIL MEETING 8-27-2013

Andy Spencer reported that he had approached Century Link and Rocky Mountain Power regarding the poles. They felt the moving of the poles was outside the current Franchise Agreement. He would make one more petition to them.

Mayor Hadfield asked it be brought forward as a shared thing, 50-50.

Councilman Taylor explained that they would continue to work to get the poles removed but that was not part of this motion. There was no guarantee.

Mayor Hadfield noted that the City was successful at getting poles moved on 600 East.

**Councilman Shelton moved to approve the agreement for Wonderland Child Care authorizing reimbursement in the amount of \$15,294.72, to be paid from Transportation Impact Fees. Payment shall not occur until the City Engineer verifies benchmarks as defined in the agreement. Councilman Nielsen seconded the motion. All were in favor.**

CONSIDERATION AND ACTION THAT THE CITY COUNCIL SIT AS A BOARD OF CANVASSERS FOR THE AUGUST 13, 2013 AMERICAN FORK MUNICIPAL PRIMARY ELECTION – City Recorder

**Councilmember Rodeback moved to have the City Council sit as a Board of Canvassers for the August 13, 2013 American Fork Municipal Primary Election. Councilman Taylor seconded the motion. All were in favor.**

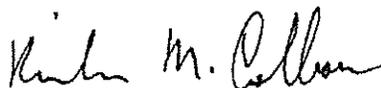
Richard Colborn presented information regarding the printed pages of the results of the election. There were sixteen (16) Provisional Ballots. All were qualified to be counted and are included in the Official Canvass Report. There were 674 absentee ballots sent out and 339 absentee ballots were returned. Sixteen (16) were returned not postmarked at least the day prior to Election Day or otherwise were not qualified. All results have been tabulated and placed in the Official Canvass Report for the August 13, 2013 Municipal Primary Election. It is included in these minutes as **ATTACHMENT 2**.

**Councilman Taylor moved to approve the Official Canvass Report for the August 13, 2013 Municipal Primary Election as presented. Councilman Shelton seconded the motion. All were in favor.**

Certificates of Nomination were presented to Craig Nielsen, Carlton Bowen, and Glen Anderson. Jeffrey Shorter would have his mailed to him.

ADJOURNMENT

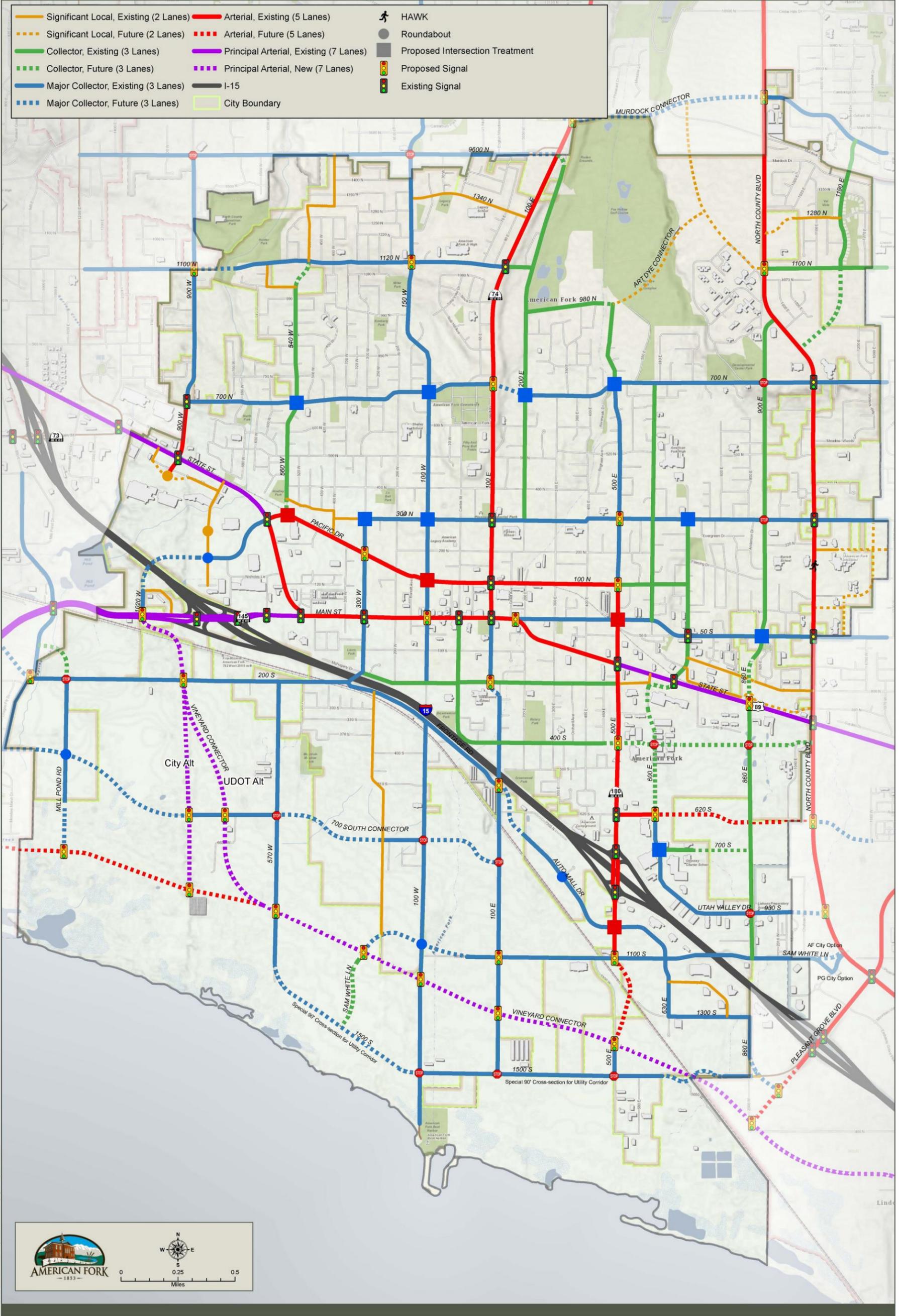
**Councilman Shelton moved adjournment at 8:39 p.m. Councilman Taylor seconded the motion. All were in favor.**



Richard M. Colborn, City Recorder



Figure 3-4 Transportation Master Plan



Attachment: Map (1126 : Ordinance establishing a four-way stop intersection at 700 North 900 East)

# 900 East 700 North 4-Way STOP Warrant Study



Conducted By:

**HORROCKS**  
ENGINEERS

2162 West Grove Pkwy, Suite 400  
Pleasant Grove, UT 84062

**AMERICAN FORK CITY**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
275 East 200 North  
American Fork, UT 84003



AMERICAN FORK CITY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
275 East 200 North  
American Fork, UT 84003

## 900 East 700 North 4-Way STOP Warrant Study

DATE: April 15, 2013  
PREPARED BY: Horrocks Engineers

### I INTRODUCTION:

This report has been created to show the findings of a 4-Way Stop warrant study conducted in March, 2013. This study intends to determine if a 4-Way Stop (aka: All-Way Stop) is warranted at the intersection of 900 East and 700 North, American Fork, following the completion of widening to North County Blvd.

The study included a review of this intersection's traffic patterns including traffic counts, turning-movement counts, its crash history as well as the intersection's site measurements, geometry and viewing angles.

In order to warrant a 4-Way Stop designation, an intersection should meet specified threshold indicators as set forth in the Utah Manual of Uniform Traffic Control Devices (MUTCD). One primary indicator is of approximately equal traffic volumes at two conflicting directions of travel through the intersection. However, other determining factors include the intersection's crash history, geometric layout, and peak hour volume, among others.

Guidance for multi-way stop applications is given in the Utah MUTCD, Sections 2B.04 and 2B.07.

### II TRAFFIC DATA:

Traffic data for both 900 East and 700 North was collected on weekdays during peak hours during the month of March, 2013. MetroCount tube-count boxes were placed at each direction of the intersection. Also, turning-movement counts were taken during the PM Peak Hour (4:00 pm to 6:00 pm). A complete report of the data is included in Appendix B and a summary is given in Table I.

**Table I: Average Daily Traffic Volume Approaching the Intersection**

Road Name	AM Peak Volume	Noon-hour Volume	PM Peak Volume	Average Daily
700 NORTH - <i>eastbound</i>	331 / hour	191 / hour	357 / hour	3,758 / day
700 NORTH - <i>westbound</i>	201 / hour	150 / hour	261 / hour	2,600 / day
900 EAST - <i>northbound</i>	60 / hour	84 / hour	101 / hour	1,171 / day
900 EAST - <i>southbound</i>	208 / hour	188 / hour	250 / hour	2,671 / day
TOTALS	800 / hour	613 / hour	969 / hour	10,200 / day

Of note, the posted speed limit for both 900 East and 700 North is 25 mph. The 85<sup>th</sup> percentile measured speed was estimated to be 33 mph, and the average measured speed was estimated at 29 mph.

**III ACCIDENT ANALYSIS:**

Crash data available from the American Fork Police Department indicates that 3 of the past 6 years had five or more accidents which might have been avoided by the installation of a 4-Way Stop. (Refer to Table II.)

**Table II: Accident Data Per Year**

Year	# of Accidents
2006	2
2007	<b>8</b>
2008	4
2009	<b>10</b>
2010	2
2011	<b>5</b>
2012	4

**IV OPERATIONS AND GEOMETRY:**

The following conditions exist at the intersection of 900 East and 700 North:  
 Northbound and southbound traffic approaching the intersection on 900 East is subject to STOP signs.  
 Eastbound and westbound traffic along 700 North is free-flowing.

For uncontrolled intersections, drivers from all approaching directions should be able to see conflicting vehicles with adequate time to stop to avoid a crash. The required sight distance for safe operations at an uncontrolled intersection is related to the vehicle speeds and the distances traveled during perception, reaction, and braking time.

Tables III and IV indicate geometric design concerns as observed in a 2010 report on this intersection. The intersection has remained unchanged since that time.

**Table III: Geometric Design Elements**

<b>700 NORTH</b>		
Posted Speed Limit:	25 mph	
Design Speed*:	30 mph	* posted speed limit plus 5 mph
Required "K" value:	19	Exhibit 3-76. A Policy on Geometric Design of Highways and Streets
Field "K" value:	48	
Stopping Sight Distance:	200 feet	Exhibit 3-76. A Policy on Geometric Design of Highways and Streets
Road slope in:	8.00%	
Road slope out:	-0.30%	
Minimum Sight Distance:	245 feet	AASHTO: A Policy on Geometric Design of Highways and Streets
Measured Sight Distance:	<b>217 feet</b>	Sight distance study completed on June 25, 2010.

**Table IV: Geometric Design Elements**

<b>900 EAST</b>		
Posted Speed Limit:	25 mph	
Design Speed*:	30 mph	* posted speed limit plus 5 mph
Required "K" value:	19	Exhibit 3-76. A Policy on Geometric Design of Highways and Streets
Field "K" value:	<b>10</b>	
Stopping Sight Distance:	200 feet	Exhibit 3-76. A Policy on Geometric Design of Highways and Streets
Road slope in:	12.00%	
Road slope out:	-1.45%	
Minimum Sight Distance:	335 feet	AASHTO: A Policy on Geometric Design of Highways and Streets
Measured Sight Distance:	<b>80 feet</b>	Sight distance study completed on June 25, 2010.

Traffic volumes during PM Peak Hour for March, 2013 are shown on Figure 1 below:



**Figure 1: PM Peak Hour Traffic Volumes**

Traffic volumes were counted March 26–28, 2013, during a week when local schools were in session.

As noted in Table IV, there is a sight-distance limitation for northbound/southbound movements that does not comply with AASHTO guidelines.

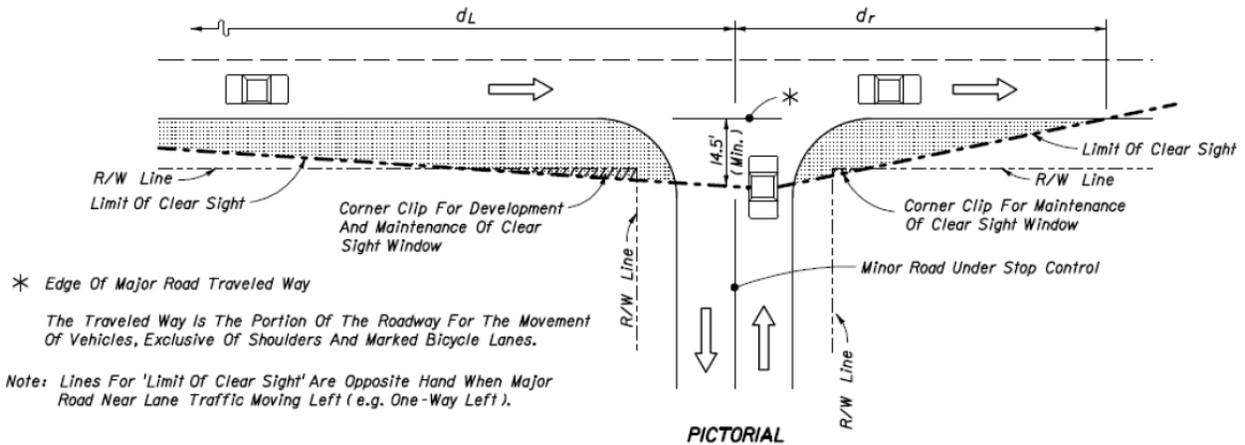


Figure 2: Example Departure Sight Distance Triangle

Intersection site distances for stop-controlled intersections include full-movement intersections where the minor street is stop-controlled, but the major street is free-flowing. Table V presents the sight distance required for full-movement intersections:

Table V: Intersection Sight Distance Requirements

Sight Distance Requirements - Two-Way, Stop-Controlled, Full-Movement Intersection (ft.)				
Design Vehicle	Major Street			
	Local	Minor Collector	Major Collector	Arterial
Passenger Car	335	390	470	625
Single Unit Truck	420	490	600	805
Combination Truck	510	595	720	950

Design Speed = 30 mph; 2-Lane Road  
 Source: AASHTO: A Policy on Geometric Design of Highways and Streets (2001 Ed.), Case B1 (pp. 660-667)

Figure 3 (below) shows the intersection Sight Distance Triangles for stop-controlled minor approaches, similar to the intersection of 900 East and 700 North.

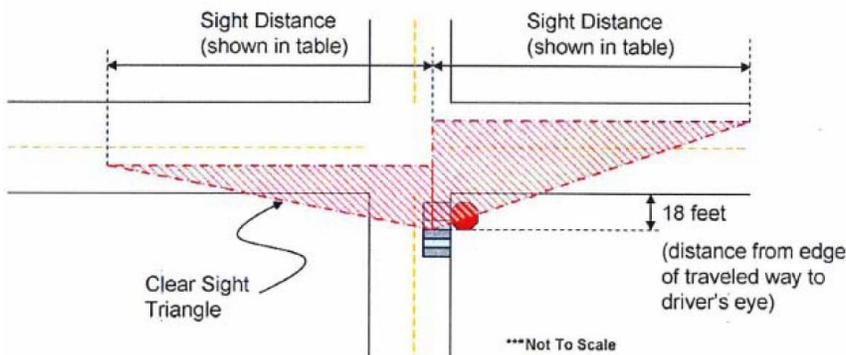


Figure 3: Sight Distance Triangle for Minor Approaches

Field measurements for this intersection have not changed since the previous study in 2010. The following figure – an aerial map taken from the previous study – shows the sight distances measured at the intersection and the minimum required sight distances (the yellow and blue triangles) according to AASHTO guidelines.

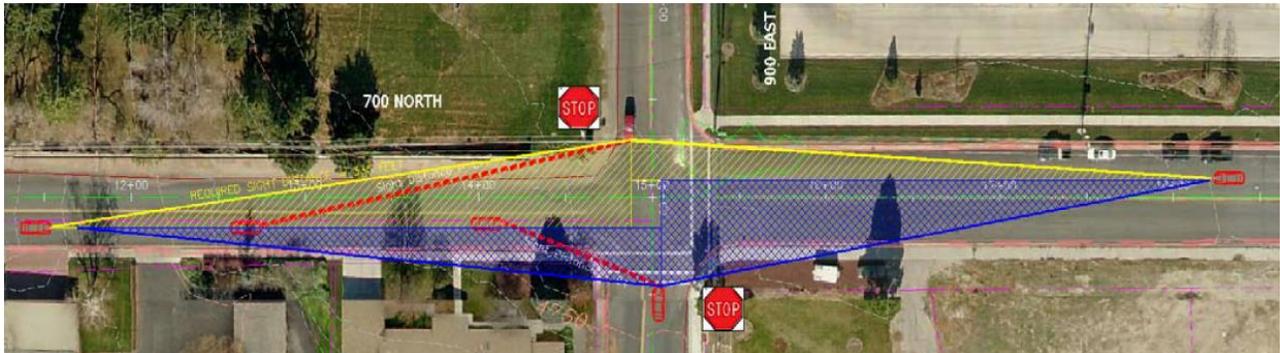


Figure 4: Sight Distances – Required vs. Measured

AASHTO: *A Policy on Geometric Design of Highways and Streets*, states the following for “Case E— Intersections With All-Way Stop Control”:

At intersections with all-way stop control, the first stopped vehicle on one approach should be visible to the drivers of the first stopped vehicles on each of the other approaches. There are no other sight distance criteria applicable to intersections with all-way stop control and, indeed, all-way stop control may be the best option at a limited number of intersections where sight distance for other control types cannot be attained.

As illustrated by Figure 4, the measured sight distances indicate that traffic signals or a 4-Way Stop (aka: All-Way Stop) might be warranted at this intersection due to inadequate sight distances. However, as shown in Table I, and as indicated in Section VI of this report, this is not yet considered a “high-volume” intersection, as would warrant a traffic signal.

**V TRAFFIC CONDITIONS:**

Traffic count data was collected and analyzed using MetroCount Traffic Executive and Synchro 8 in order to ascertain whether the overall movement through the intersection met the conditions set by the Utah Manual of Uniform Traffic Control Devices (MUTCD) for establishing a signalized or 4-Way Stop intersection.

Turning movements recorded at the intersection provided the following data (Figures 5 and 6; Appendix C) for Existing (2013) Average Time Delay, Existing (2013) Peak Hour Traffic Volumes:



Figure 5: Existing (2013) Background PM Peak Hour – Traffic Volumes



Figure 6: Existing (2013) Background PM Peak Hour – Average Time Delay (seconds)

Un-signalized intersections are generally stop-controlled. Areas where there is a predominate major street may be two-way stop-controlled, meaning only the minor street traffic must stop. In cases where traffic volumes are more evenly distributed or where sight distances may be limited, four-way stop-controlled intersections are common. "Level of Service" (LOS) for an un-signalized intersection is assigned based on the average control at the worst approach (always a stopped approach) of the intersection. An un-signalized intersection operating at LOS D means that the average vehicle waiting at one of the stop-controlled approaches will wait no longer than 35 seconds before proceeding through the intersection. This delay may be caused by large volumes of traffic on the major street resulting in fewer gaps in traffic for a vehicle to turn into, or from queued vehicles waiting at the stop sign.

**Table VI: Un-signalized Intersection LOS Criteria**

Level of Service	Average Control Delay (sec/veh)
A	≤ 10
B	> 10 – 15
C	> 15 – 25
D	> 25 – 35
E	> 35 – 50
F	> 50

Synchro 8 analysis of this intersection yielded the following results (Table VII, Appendix C):

**Table VII: Existing (2013) Traffic Conditions**

700 North Classification:	Major Collector	<i>American Fork City Transportation Master Plan</i>
900 East Classification:	Minor Collector	<i>American Fork City Transportation Master Plan</i>
Posted Speed Limit:	25 mph	
700 North Condition:	Free-flow	
900 East Condition:	Stop-controlled	
Level Of Service:	C	<i>Based on 16-second NB delay</i>
Delays Westbound:	0.5 seconds	
Delays Eastbound:	2.8 seconds	
Delays Northbound:	16 seconds	
Delays Southbound:	14.2 seconds	
Average Delay:	6.7 seconds	

Assuming a 4-Way STOP were installed at 900 East and 700 North, a Synchro 8 analysis yields the following results (Figure 7, Table VIII; Appendix C):

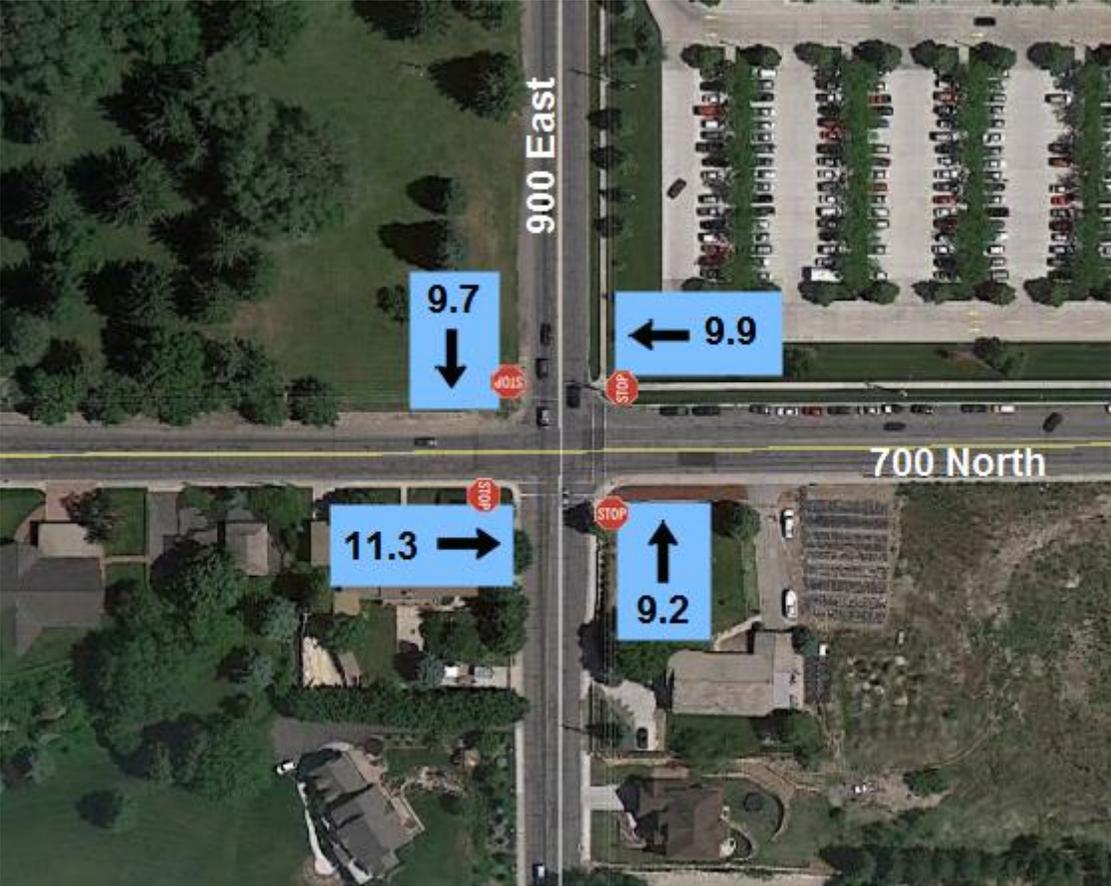


Figure 7: Existing (2013) Background PM Peak Hour – 4-Way Stop – Average Time Delay (seconds)

Table VIII: 4-Way Stop Condition

700 North Classification:	Major Collector	<i>American Fork City Transportation Master Plan</i>
900 East Classification:	Minor Collector	<i>American Fork City Transportation Master Plan</i>
Posted Speed Limit:	25 mph	
700 North Condition:	Free-flow	
900 East Condition:	Stop-controlled	
Level Of Service:	B	<i>Based on 11.3-second EB delay</i>
Delays Westbound:	9.9 seconds	
Delays Eastbound:	11.3 seconds	
Delays Northbound:	9.2 seconds	
Delays Southbound:	9.7 seconds	
Average Delay:	10.3 seconds	

The installation of a 4-Way STOP control may affect this intersection’s level of service in the long-term. However, a Synchro 8 analysis projects that a 4-Way STOP control at this intersection will experience no worse than a level of service (LOS) D through the year 2040.

**VI TRAFFIC SIGNAL WARRANT RESULTS**

Installation of a traffic signal may be justified when any of 8 warranting criteria are met. The Utah MUTCD outlines these warrants in Section 4C. A summary of the analysis for a traffic signal warrant is given in Table IX below:

**Table IX: Traffic Signal Warrant Summary\***

Warrant	Description	Condition	Comment
1	8-hour Vehicle Volume	NOT MET	<i>At no time does volume of 700 North exceed 500/hour</i>
2	4-hour Vehicle Volume	NOT MET	<i>Volumes for both streets fall below the criteria</i>
3	Peak-hour Volume	NOT MET	<i>No excessive waiting observed on 900 East</i>
4	Pedestrian Volume	NOT MET	<i>Low pedestrian traffic through this intersection</i>
5	School Crossing	–	<i>Not applicable</i>
6	Coordinated Signal System	–	<i>Not applicable</i>
7	Crash Experience	NOT MET	<i>Condition C is not met for 80% vehicles/hr volume</i>
8	Roadway Network	NOT MET	<i>Volumes do not exceed 1,000 vehicles/hr for 5 hours</i>

\* Based on criteria outlined in the Utah MUTCD, Section 4C

Since none of the warrants were met, a traffic signal is not recommended for the intersection of 900 East and 700 North.

**VII 4-WAY STOP WARRANT RESULTS**

The Utah Manual of Uniform Traffic Control Devices (MUTCD) gives the following guidance relative to “Multi-Way Stop Applications”:

Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The Utah MUTCD suggest three main criteria to be considered in the engineering study for a 4-Way STOP (aka: Multi-Way STOP) control. These criteria are summarized in Table X, below:

**Table X: Multi-Way STOP Warrant Summary\***

Criteria	Description	Condition	Comment
A	Pending Traffic Signal	–	<i>Not applicable</i>
B	Crash Analysis	<b>MET</b>	<i>5+ crashes reported in a 12-month period</i>
C.1	Major Street Volume	<b>MET</b>	<i>Combined approach volumes exceed 300 vehicles/hour</i>
C.2	Minor Street Volume	<b>MET</b>	<i>Combined approach volumes exceed 200 vehicles/hour</i>
C.3	85th-Percentile Speed	NOT MET	<i>85th-percentile speed does not exceed 40 mph</i>

\* Based on Utah MUTCD, Section 2B.07 – Multi-Way Stop Applications

The MUTCD also recommends consideration of “locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also

required to stop.” As outlined in Section IV of this report, restricted sight distances for vehicles entering 700 North from 900 East implies that this additional criterion is also met.

## VIII CONCLUSIONS AND RECOMMENDATIONS

A 4-Way STOP control (aka: all-way / multi-way stop) is appropriate at the intersection of 900 East and 700 North based on the following met criteria:

- *Limited visibility:* Drivers, after stopping, can't see conflicting traffic unless the cross-traffic stops.
- *High Number of Accidents:* Five or more reported crashes in a 12-month period.
- *Balanced volumes:* Each of the intersecting streets has about the same volume of cars.
- *High Volume of Cars:* 200+ vehicles per hour approach from both the north and south, and 300+ vehicles per hour approach from both the east and west for 8-hours on each of the intersecting streets.

The findings of this study, conducted in March, 2013, do not greatly differ from those of the study conducted in 2010. While it appears that the overall volume approaching the intersection has increased since 2010, after the completion of North County Blvd widening, the increase is not so marked as to warrant signaling the intersection. While the traffic volumes are not perfectly balanced between the two roads of the intersection, there is certainly enough volume from the southbound minor street to satisfy consideration of traffic flow in all directions. More significant, however, is this intersection's limited sight distance and the number of crashes which have occurred at this intersection over the past 6 years. Since 2007, this intersection has experienced 5 or more crashes per year 3 times.

In accordance with the guidance of the Utah MUTCD, and based upon traffic analyses of the data gathered at the intersection of 900 East and 700 North, American Fork, UT, the following action is recommended:

- **Install All-Way STOP controls at this intersection.**

Precautionary steps should be taken when changing the signage of an intersection. There will be a period of time when accidents may occur due to lack of awareness by drivers who do not notice the new signs. To prevent these types of accidents, the following steps are recommended:

1. Use of Variable-Message Sign (VMS) Boards for two weeks before the installation of signs to warn drivers about the change to the intersection's traffic signing
2. Installation of permanent warning advisory signs, W3-1A (STOP symbol with an arrow "ahead")
3. Striping the words STOP AHEAD
4. Striping the word STOP at the stop bar line
5. Installation of a temporary sign with the word "NEW" as outlined in the Utah MUTCD, Sections 2A.15 and 2C.62.

Once a 4-Way (All-Way) Stop has been implemented at this intersection, it is not recommended to go back to a 2-Way Stop condition in case of complaints received from residents (which can be common during the first weeks of implementation).

VIII CONSTRUCTION OPTIONS AND OPINION OF PROBABLE COST

Since the recommendations for installing a 4-Way STOP controlled intersection at 900 East and 700 North have not changed, the construction options have not changed either. The following data repeats the options and cost analyses as previously admonished in the 2010 study:

**OPTION 1: MAKE NO CHANGES**



Figure 8: Existing Conditions

The existing conditions include a NO CONTROL movement for the east- and westbound movements and STOP sign controls for the north- and southbound movement (See Figure 5, 6, and Table VII).

**Estimated Cost: \$0.00**

**OPTION 2: 4-WAY (aka: ALL-WAY) STOP WITHOUT STREET IMPROVEMENTS**

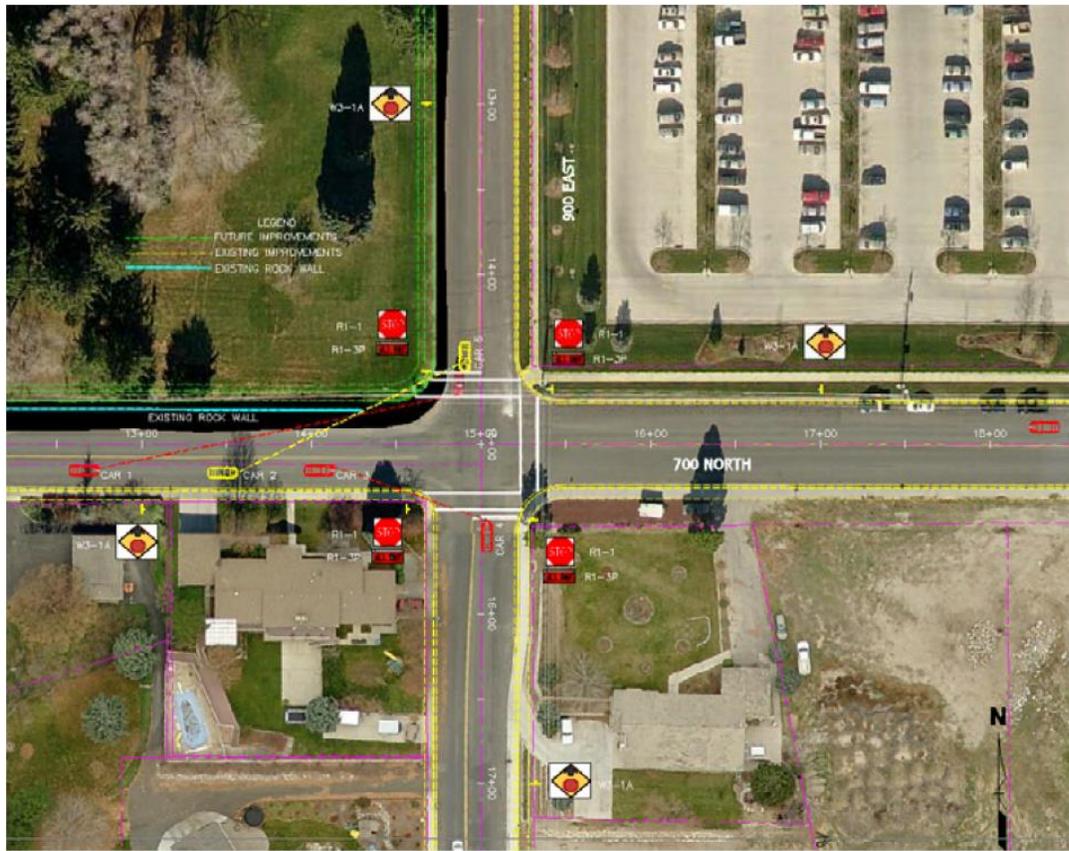


Figure 9: 4-WAY STOP signs without road improvements

**Option 2: Opinion of Probable Cost:**

Item	Description	Quantity	Unit	Unit Price	Total
1	Install R1-1 (High Intensity) sign	2	each	\$60.00	\$120.00
2	Install R1-4 (High Intensity) sign	4	each	\$12.60	\$50.40
3	Install W3-1A (High Intensity) sign	4	each	\$64.35	\$257.40
4	Square tube post	6	each	\$40.00	\$240.00
Subtotal:					\$667.80
10% Contingency:					\$66.78
<b>Total:</b>					<b>\$734.58</b>

**OPTION 3: 4-WAY (aka: ALL-WAY) STOP WITH STREET IMPROVEMENTS**



Figure 10: 4-WAY STOP signs with road improvements

**Option 3: Opinion of Probable Cost:**

Item	Description	Quantity	Unit	Unit Price	Total
1	Install R1-1 (High Intensity) sign	2	each	\$60.00	\$120.00
2	Install R1-4 (High Intensity) sign	4	each	\$12.60	\$50.40
3	Install W3-1A (High Intensity) sign	4	each	\$64.35	\$257.40
4	Square tube post	6	each	\$40.00	\$240.00
5	Construct standard 4-foot wide sidewalk	685	LF	\$16.00	\$10,960.00
6	Construct standard curb and gutter	695	LF	\$16.00	\$11,120.00
7	Saw cut existing asphalt	700	LF	\$2.00	\$1,400.00
8	4" Asphalt	60	CY	\$95.00	\$5,700.00
9	8" Granular Fill	120	CY	\$6.00	\$720.00
10	ADA ramp	125	SF	\$8.00	\$1,000.00
11	Clearing and Grading	1	LS	\$1,000.00	\$1,000.00
12	Mobilization	1	LS	\$2,500.00	\$2,500.00
13	Traffic Control	1	LS	\$1,000.00	\$1,000.00
Subtotal:					\$36,067.80
10% Contingency:					\$3,606.78
<b>Total:</b>					<b>\$39,674.58</b>

**OPTION 4: TWO-WAY STOP PLUS ROAD IMPROVEMENTS INCLUDING A RETAINING WALL**

This option adds a block retaining wall adjacent to the historic rock wall. This option includes the removal of 20 feet of the historic wall constructed in the 1930s and listed with the Utah State Historic Preservation Office. Based on the fact that sight distance is mainly dictated by the changes on the vertical elevation of the road, removing the historic wall does not provide any significant improvement to the traffic safety of the intersection.



Figure 11: TWO-WAY STOP signs plus road improvements

**Option 4: Opinion of Probable Cost:**

Item	Description	Quantity	Unit	Unit Price	Total
1	Install R1-1 (High Intensity) sign	2	<i>each</i>	\$60.00	\$120.00
2	Install R1-4 (High Intensity) sign	4	<i>each</i>	\$12.60	\$50.40
3	Install W3-1A (High Intensity) sign	4	<i>each</i>	\$64.35	\$257.40
4	Square tube post	6	<i>each</i>	\$40.00	\$240.00
5	Construct standard 4-foot wide sidewalk	685	LF	\$16.00	\$10,960.00
6	Construct standard curb and gutter	695	LF	\$16.00	\$11,120.00
7	Saw cut existing asphalt	700	LF	\$2.00	\$1,400.00
8	4" Asphalt	60	CY	\$95.00	\$5,700.00
9	8" Granular Fill	120	CY	\$6.00	\$720.00
10	ADA ramp	125	SF	\$8.00	\$1,000.00
11	Construct block retaining wall	272	LF	\$60.00	\$16,320.00
12	Remove 20 feet of historic rock wall	20	LF	\$100.00	\$2,000.00
13	Clearing and Grading	1	LS	\$1,000.00	\$1,000.00
14	Mobilization	1	LS	\$2,500.00	\$2,500.00
15	Traffic Control	1	LS	\$1,000.00	\$1,000.00
Subtotal:					\$54,387.80
10% Contingency:					\$5,438.78
Total:					<b>\$59,826.58</b>

Attachment: Pages from American Fork - FINAL Transportation Element of the General Plan (1126 : Ordinance establishing a four-way stop



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Technology      **Director Approval** George Schade

**AGENDA ITEM** Review and action regarding an ordinance approving a Telecommunications Franchise Agreement with Syringa Networks, LLC.

**SUMMARY RECOMMENDATION** The Technology Director recommends approval of the Telecommunications Franchise Agreement with Syringa Networks, LLC.

**BACKGROUND** Syringa Networks approached the city about the possibility of entering into a Telecommunications Franchise Agreement to allow them to enter the city Rights-of-Way. We sent them a draft agreement for their review and both parties have been working with their respective legal counsels to negotiate an acceptable agreement. The agreement is now ready to come before the City Council for action.

**BUDGET IMPACT** Syringa Networks will be required to pay a franchise fee that is calculated in the manner provided by the Municipal Telecommunications License Tax Act and will be paid by Syringa Networks to the Utah State Tax Commission.

**SUGGESTED MOTION** I move approval of the Telecommunications Franchise Agreement with Syringa Networks, LLC.

**SUPPORTING DOCUMENTS**

AF-Syringa Ordinance and Franchise(DOC)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, GRANTING A TEN-YEAR NON-EXCLUSIVE FRANCHISE TO SYRINGA NETWORKS LLC. LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF UTAH, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A TELECOMMUNICATIONS SYSTEM IN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Syringa Networks LLC. desires to provide internet and telecommunications services within the City in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, the City has enacted Ordinance No. 2004-04-16 of the Municipal Code of the City (hereinafter the “Telecommunications Tax Ordinance”) which levies a municipal telecommunications license tax on the gross receipts from telecommunications service attributed to the City; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a non-exclusive franchise to operate a telecommunications system in the City; and

**WHEREAS**, the City Council also recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the future needs of the citizens of American Fork and that the coordination, planning, and management of the City’s rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

**NOW, THEREFORE, THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH DO ORDAIN AS FOLLOWS:**

**SECTION 1. Non-exclusive Franchise Granted.**

- A. The City hereby grants to Syringa Networks, LLC. subject to the conditions prescribed in Attachment A, the Telecommunications Franchise Agreement, the franchise rights and authority to construct, repair, monitor, maintain, use, and operate the equipment and facilities necessary for a telecommunications system.
- B. Such Franchise shall not be deemed to be exclusive to Syringa Networks, LLC. and shall in no way prohibit or limit the City’s ability to grant other franchises, permits or rights along, over, or under the areas which this Franchise has been granted to Syringa Networks, LLC. provided that such other franchises do not unreasonably interfere with Syringa Networks, LLC. exercise of franchise rights granted herein as determined by the City. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit or prevent the City from using the franchise area, or affect the City’s jurisdiction over such area in any way.

**SECTION 2. Future Rules, Regulations, and Specifications.** Syringa Networks, LLC. acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the

City. Such regulations upon written notice to Syringa Networks, LLC. shall thereafter govern Syringa Networks, LLC. activities hereunder; provided, however, that in no event shall regulations:

- A. Materially interfere with or adversely affect Syringa Networks, LLC's. rights pursuant to and in accordance with the Franchise Agreement; or
- B. Be applied in a discriminatory manner as it pertains to Syringa Networks, LLC. and other similar facilities.

**SECTION 3. Effective Date.** This ordinance shall take effect and be in full force and effect upon the effective date of the Franchise Agreement.

Passed by the American Fork City Council this 8<sup>th</sup> day of September 2015.

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
Richard M. Colborn, City Recorder

Published: \_\_\_\_\_

ATTACHMENT A: Telecommunications Franchise Agreement

Attachment: AF-Syringa Ordinance and Franchise (1118 : Franchise Agreement with Syringa Networks)

**ATTACHMENT A**  
**TELECOMMUNICATIONS FRANCHISE AGREEMENT**

THIS TELECOMMUNICATIONS FRANCHISE AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between American Fork City, Utah (hereinafter referred to as “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 51 E. Main Street, American Fork, Utah, 84003, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter referred to as “PROVIDER” and PROVIDER includes any successor to PROVIDER) with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

**RECITALS:**

PROVIDER desires a non-exclusive franchise (hereinafter referred to as the Franchise) to provide telecommunications services as defined in Utah Code Ann. § 59-12-102 (hereinafter referred to as “Services”) within CITY and in connection therewith to install and maintain certain improvements and facilities, including mains, cables, structures, pipes, conduit, or wires (hereinafter referred to as the “Network”) in, under, along, over and across present and future public roadways, alleyways and utility easements within CITY (hereinafter referred to as the “Rights-of-Way”). Any land not deeded to a private party may be deemed by the CITY to be in the CITY’S Right-of-way.

CITY has enacted in its Municipal Code Chapter 3.11 Telecommunications Service Provider Gross Receipts Tax, Chapter 3.24 Franchises, Chapter 12.04 Construction on City-Owned Streets, Chapter 12.08 Street Excavations and Pavement Preservation, and Chapter 15.01 Division 6 Restoration of Surface Improvements (hereinafter referred to as the “Franchise Ordinances”), a copy of each PROVIDER acknowledges having received and reviewed and the terms and provisions of which are incorporated herein by this reference as material terms of this Agreement.

CITY, in exercise of its management of and rights in and to the Rights-of-Way, believes that it is in the best interest of the public to provide PROVIDER the Franchise to operate the Network to provide Services in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

**ARTICLE 1. FRANCHISE; TERM; RENEWAL.**

1.1 **Grant of Franchise. Term.** CITY hereby grants to PROVIDER the Franchise to construct and maintain the Network in, under, above and across the present and future Rights-of-Way to provide Services in CITY. Upon the annexation of territory by CITY, all rights hereby granted by this Agreement shall extend to the territory annexed to the extent CITY has authority to extend the Franchise. This Agreement does not grant to PROVIDER the right, privilege or authority to engage in community antenna or cable television business, although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Network within CITY for such purposes; or (2) providing such service in the future if PROVIDER obtains an appropriate

franchise and satisfies all other legal requirements. The term of this Agreement is for a period of ten (10) years from the date of execution.

1.2 **Renewal.** At least one hundred twenty (120) calendar days prior to the expiration of this Agreement, PROVIDER and CITY shall agree to either extend the term of this Agreement for a mutually acceptable period of time, or the parties shall use best faith efforts to renegotiate a replacement agreement during the one hundred twenty (120) calendar day period. In the event that PROVIDER and CITY have not reached an agreement by the expiration date of this Agreement, CITY shall have the right to either take ownership of the Network or require PROVIDER to remove from the Rights-of-Way any and all of the Network within six (6) months of expiration of this Agreement, pursuant to the procedures set forth in Section 1.5 below, and subject to the bond requirements of Section 10.3.

1.3 **Licenses.** PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal, state, and local law to provide Services consistent with the provisions of this Agreement.

1.4 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the CITY and PROVIDER and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

1.5 **Rights of PROVIDER Upon Expiration or Revocation.** Upon expiration of this Agreement, whether by the provisions of Section 1.2 above, lapse of time, by agreement between the parties, or by termination, revocation or forfeiture under Article 8 below, CITY shall have the right to either take ownership of the Network or require PROVIDER to remove from the Rights-of-Way any and all of the Network within six (6) months of expiration or termination of this Agreement, but in the event of removal, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which the Network is removed to their condition before removal. Notwithstanding anything to the contrary set forth in this provision, PROVIDER may abandon any underground system in place so long as it does not materially interfere with the use of the Rights-of-Way.

## **ARTICLE 2. FRANCHISE FEE AND MUNICIPAL TELECOMMUNICATIONS LICENSE TAX.**

2.1 **Franchise Fee.** For and in consideration of the Franchise granted herein, and as fair and reasonable compensation to CITY for the use of the Rights-of-Way, PROVIDER shall pay CITY a franchise fee consisting of the municipal telecommunications license tax authorized by the Municipal Telecommunications License Tax Act Title 10, Chapter 1, Part 4, Utah Code Annotated 1953 as amended (the "Municipal Telecommunications License Tax Act") and imposed and levied by CITY's Municipal Code Chapter 3.11 Telecommunications Service Provider Gross Receipts Tax. The franchise fee shall be calculated in the manner provided by the Municipal Telecommunications License Tax Act and shall be paid by PROVIDER to the Utah State Tax Commission (the "Commission") at:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

or any successor address designated by the Utah State Tax Commission. Payments shall be made at the times and in the manner prescribed by the Municipal Telecommunications License Tax Act and any rules promulgated thereunder.

**2.2 Administrative Expenses.** To the extent CITY incurs any administrative or other fees associated with this Agreement, PROVIDER shall pay such fees to CITY directly within thirty (30) calendar days of receipt of an invoice itemizing such fees. This includes a one-time administrative fee of Five Thousand Dollars (\$5,000) to compensate CITY for direct costs CITY incurs in preparing, considering, approving, executing, and implementing the Ordinance approving this Agreement and implementing this Agreement.

**2.3 Charge in Lieu.** Notwithstanding the provisions of Section 2.1, the franchise fee shall be calculated and payable as described therein only so long as PROVIDER and Services provided within CITY by PROVIDER over the Network are subject to the municipal telecommunications license tax. In the event PROVIDER ceases to use all or any portion of the Network to provide Services subject to the municipal telecommunications license tax, PROVIDER shall pay a charge in lieu of the franchise fee with respect to such portion of the Network that shall be calculated in the same manner as the charges CITY imposes on entities using the Rights-of-Way that do not provide services subject to the Municipal Telecommunications License Tax Act.

**2.4 Report of Payments.** As part of its standard reporting, PROVIDER shall deliver to the Commission reports summarizing the taxable sales, tax rate and amount of tax payable to CITY. CITY may access those records in accordance with Commission rules and regulations.

**2.5 Records.** PROVIDER's records pertaining to the reports and payments required by this Agreement to calculate and confirm gross receipts, and all other records required by CITY to ensure PROVIDER's compliance with the provisions of this Agreement shall be open for inspection by CITY and its authorized representatives upon reasonable notice during PROVIDER's reasonable business hours. If required records are not available in CITY, PROVIDER shall arrange to deliver them for inspection at CITY's address in Section 11.2 upon CITY's reasonable request. If any record is deemed confidential, PROVIDER will designate it as such and CITY shall classify such information as a protected record within the meaning of the Utah Governmental Records Access Management Act ("GRAMA") making it available only to those who must have access to perform their duties on behalf of CITY. PROVIDER acknowledges that CITY is subject to GRAMA and waives any claims against CITY for disclosure of any materials required by GRAMA. CITY shall provide written notice to PROVIDER no less than three (3) days prior to any such required disclosure.

### **ARTICLE 3. PLANS, CONSTRUCTION AND INSTALLATION OF PROVIDER'S NETWORK; MAINTENANCE**

**3.1 Coordinated Installation.** Subject to the Franchise Ordinances and any other applicable CITY ordinances or published CITY standards currently or hereafter adopted by CITY (hereinafter referred to as "CITY Ordinances"), in order to minimize the number of cuts to

and excavations within CITY Rights-of-Way, PROVIDER shall coordinate with CITY and other users of the Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the Rights-of-Way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within the Rights-of-Way, provided that such coordination will not unreasonably interfere with the Network or unreasonably delay PROVIDER's project.

**3.2 Underground Installation.** Unless otherwise provided, all of the Network within CITY shall be constructed underground. PROVIDER expressly agrees to install and maintain all of its Network in accordance with CITY Ordinances regarding the installation of underground utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead Network to underground Network until and unless other similarly situated providers in CITY are required to do so. If the existing aerial utilities are relocated underground, PROVIDER shall do so without protest or expense to CITY.

**3.3 Attachment to Existing Utility/Power Poles. No New Poles.** Attachment to existing CITY utility poles is permitted with permission from CITY's Engineer. All new attachments to existing utility poles not owned by CITY must be approved through the pole owner's application process before attachments are made. Guy wire anchor placements must be approved by CITY, the pole owner, and any affected property owner. No new poles shall be placed at any time without written permission from CITY.

**3.4 Above-Ground Facilities.** All new or relocated above-ground Network must be located outside of CITY's designated sight triangle described in CITY's Municipal Code Chapter 17.5.110. Furthermore, due to the size of said Network, PROVIDER must obtain its own easements from the property owners for placement. These Networks shall be located in parcels not designated as public Rights-of-Way.

**3.5 Compliance with Applicable Laws.** All lines, poles, towers, pipes, conduits, equipment, property, and other structures, and assets installed or used under this Agreement shall be used, constructed, and maintained in accordance with applicable federal, state, and CITY Ordinances, laws, rules, policies, standards and specifications, and regulations, and shall be kept current with new codes as required by law, rule, or regulation.

**3.6 CITY Use of PROVIDER Trenches.** Whenever PROVIDER proposes to install new underground Network or replace existing underground Network within or under the Rights-of-Way of CITY, it shall notify CITY's Engineer as soon as practicable and shall allow CITY, at CITY's own expense and without charge by PROVIDER, to share the trench of PROVIDER to lay its own facilities therein, provided that such action by CITY will not unreasonably interfere with the Network or unreasonably delay PROVIDER's project nor require trenching or boring greater in size than would otherwise be required by PROVIDER.

**3.7 Permitting.** In connection with the Franchise granted by this Agreement, PROVIDER shall have the right to excavate the Rights-of-Way subject to the Franchise Ordinances, and conditions and requirements of CITY. Except in the case of an emergency, PROVIDER shall, prior to commencing construction or reconstruction work in the Rights-of-Way, follow the Franchise Ordinances and apply for a permit from CITY. PROVIDER will abide by all applicable CITY Ordinances and rules, regulations, and requirements of CITY.

CITY may inspect the manner of such work and require remedies as may be necessary to ensure compliance. After any emergency repairs are completed, PROVIDER shall obtain a permit to document the location of all repairs. PROVIDER shall comply with all CITY performance guarantee requirements and shall pay all applicable CITY Rights-of-Way permit fees in accordance with the Franchise Ordinances and CITY Ordinances.

**3.8 Repair of Private Property.** At any time PROVIDER disturbs the yard, residence, or other real or personal property of a resident, PROVIDER shall restore or repair, at PROVIDER's expense, any fence, grass, soil, shrubbery, bushes, flowers, other low level vegetation, sprinkler system, irrigation system, gravel, concrete, or asphalt damaged or displaced. The requirements imposed upon PROVIDER extend to any subcontractor or independent contractor that PROVIDER employs to perform the tasks outlined in this Section.

**3.9 Repair Damage.** If, during the course of work on the Network, PROVIDER causes damage to or alters any Rights-of-Way, public property, or private property, PROVIDER shall, at its own cost and expense and in a manner approved by CITY's Engineer, replace and restore the damaged property in as good a condition as existed before the work commenced. PROVIDER will abide by all regulations and requirements of CITY's Engineer and Franchise Ordinances and CITY Ordinances pertaining to such work.

**3.10 Guarantee of Repairs.** Subject to and in accordance with the Franchise Ordinances and CITY Ordinances, for a period of one (1) year following the completion of the repair work performed pursuant to Sections 3.8 and 3.9, PROVIDER shall maintain, repair, and keep in good condition, those portions of the Rights-of-Way, public property, or private property restored, repaired, or replaced, to the satisfaction of CITY's Engineer.

**3.11 Safety Standards.** PROVIDER's project area, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are required by the most recent applicable safety regulations or standards imposed by law, CITY Ordinances or CITY standards established by CITY's Engineer in accordance with CITY's permitting process or as otherwise conveyed from CITY to PROVIDER during construction.

**3.12 Coordination.** PROVIDER agrees to have a designated representative attend annual coordination meetings. PROVIDER further agrees to have a designated representative attend meetings upon CITY's reasonable request for the purpose of master planning, project planning, and development coordination.

**3.13 CITY Not Liable.** CITY shall not be liable for or responsible to PROVIDER for any loss or damage to the Network, or any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any cause beyond CITY'S control.

#### **ARTICLE 4. PUBLIC USE RIGHTS.**

**4.1 CITY Uses of Poles and Overhead Structures.** CITY shall have the right, without cost to CITY, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, street illumination lighting, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated, or used by CITY for any public purpose.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require PROVIDER to increase pole capacity, alter the manner in which PROVIDER attached equipment to the poles, or alter the manner in which PROVIDER operates and maintains its equipment. CITY attachments shall be installed and maintained in accordance with the requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner.

4.3 **Maintenance of CITY Facilities.** CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments, to be done either for a fee by PROVIDER or by a qualified person who shall fully indemnify and hold PROVIDER harmless from any liability and whose service would not materially prejudice PROVIDER's interests in safety and insulation from liability.

## ARTICLE 5. PROVIDER EXCAVATIONS AND RELOCATIONS.

5.1 **PROVIDER Rights to Use Public Property.** PROVIDER shall have the right to excavate in, occupy, and use any and all Rights-of-Way subject to the conditions of the Franchise Ordinances and CITY Ordinances, rules and regulations; provided, however, that PROVIDER shall not, pursuant to this Agreement, place any Network on, over, under, or within any CITY park, recreational area, public complex, parking lot, entry drive, or other properties held by CITY for specific uses, or other public property where there are no Rights-of-Way; unless first obtaining an easement from the CITY. Such easement is not a guaranteed right and the City may, at its discretion, deny PROVIDER'S request for an easement. PROVIDER shall adhere to minimum separation standards for all CITY utility systems and facilities (hereinafter referred to as "Utilities") unless otherwise agreed to in writing. Unless other CITY standards dictate a more stringent requirement, separation from all CITY utilities shall be five (5) feet horizontally from the edge of CITY Utilities to the edge of the Network, and one (1) foot vertically from the edge of CITY Utilities to the edge of the Network. If a suitable location cannot be located within the Rights of Way, PROVIDER shall obtain an easement from a private property owner with all costs for said easement being paid by PROVIDER. Nothing contained herein shall preclude CITY from granting a revocable permit therefor.

5.2 **PROVIDER'S Duty to Relocate.** When CITY, in the interest of public necessity, health, safety, general welfare, or for any lawful and reasonably necessary purpose requires the relocation or reinstallation of any of the Network in or from any Rights-of-Way, PROVIDER, upon written notice of such requirement, shall, within thirty (30) calendar days of CITY's notice, promptly commence work to remove, relocate, or reinstall the Network. Such relocation or reinstallation shall be accomplished at no cost or expense to CITY. If there is no suitable alternative location in the Rights-of-Way, PROVIDER shall obtain an easement from private property owners with all costs paid by PROVIDER. PROVIDER shall complete relocation and reinstallation as soon as reasonably possible, but in no event longer than one hundred twenty (120) calendar days after work is commenced unless extended by mutual agreement. Any money and all rights of reimbursement from the State of Utah or the federal government, to which PROVIDER may be entitled for work done pursuant to this Section, shall be the property of PROVIDER.

5.3 **Relocation for Private Development.** PROVIDER is not responsible for the cost of relocation required for a private development or to accommodate another entity using the

Rights-of-Way other than CITY or PROVIDER. PROVIDER may charge the expense of removal or relocation to the developer or other entity.

#### **5.4 CITY Duty to Obtain Approval to Move PROVIDER Property; Emergency.**

Except as otherwise provided herein, CITY shall not, without the prior written approval of PROVIDER, intentionally alter, remove, relocate, or otherwise interfere with the Network. However, if it becomes necessary, in the judgment of CITY's Engineer or other representative designated by CITY, to cut or move any or all parts of the Network because of a fire, flood, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of PROVIDER, and the repairs thereby rendered necessary, shall be made by PROVIDER without charge to CITY. PROVIDER shall not be precluded from making a claim against any third party who may have caused said damage for the cost of such repairs. Any written approval required by this Section, shall be promptly reviewed and processed by PROVIDER within thirty (30) calendar days.

### **ARTICLE 6. POLICE POWERS.**

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police powers for the protection of the health, safety and welfare of its citizens and their properties. PROVIDER shall immediately comply with all such provisions.

### **ARTICLE 7. SEVERABILITY.**

If any section, sentence, paragraph, term, or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof, provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect the franchise fee during the term of this Agreement and its ability to manage the Rights-of-Way in accordance with this Agreement and the Franchise Ordinances. For PROVIDER, "material consideration" is its ability to use the Rights-of-Way for the Network purposes in accordance with this Agreement, and Franchise Ordinances.

### **ARTICLE 8. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.**

**8.1 Grounds for Termination.** CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within twenty (20) business days after written notice by CITY of such failure;

(b) PROVIDER, by act or omission, materially violates a material duty herein set forth in this Agreement within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day time period and failure to correct such conditions, CITY may declare the Franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be corrected within the ninety (90) day time period provided above, CITY shall provide additional time for the correction of such alleged failure if PROVIDER diligently began to remedy the condition within thirty (30) calendar days and has continued to diligently pursue corrective action;

(c) An authorized agent of PROVIDER knowingly engages in conduct or makes a material misrepresentation to CITY that is fraudulent or in violation of a criminal statute of the State of Utah;

(d) PROVIDER fails to begin construction on the Network within one (1) year of the execution of this Agreement; or

(e) PROVIDER becomes insolvent, unable, or unwilling to pay its debts, is adjudged bankrupt, or all or part of the Network should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) calendar days.

**8.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

**8.3 Remedies at Law.** In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend this Agreement.

**8.4 Third Party Beneficiaries.** The benefits and protections provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any

respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

## ARTICLE 9. PARTIES' DESIGNEES.

9.1 **CITY Designee and Address.** CITY's Engineer or his or her designee(s) shall serve as CITY's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from PROVIDER to CITY pursuant to or concerning this Agreement shall be delivered to CITY's representative at the address set forth in Section 11.2 below.

9.2 **PROVIDER Designee and Address.** PROVIDER's Chief Executive Officer or his or her designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from CITY to PROVIDER pursuant to or concerning this Agreement shall be delivered to the address set forth in Section 11.2 below.

9.3 **Failure of Designee.** The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppel by CITY or PROVIDER.

## ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1 **Insurance.** Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability, workers compensation, and property damage insurance. The evidence may consist of a statement that PROVIDER is effectively self-insured if PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating provided to CITY, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall name PROVIDER and CITY as insureds and be in a form, in an amount and of a scope of coverage acceptable to CITY.

(a) To be acceptable to CITY, PROVIDER and its subcontractors, through self-insurance or commercial policies must meet the following minimum coverages:

(i) Commercial General Liability Insurance. Commercial general liability insurance with CITY as an additional insured of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products completed operations aggregate. The policy shall protect CITY and PROVIDER from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from PROVIDER's operations under this Agreement. Such insurance shall provide coverage for premises operations and completed operations. PROVIDER may use its umbrella policy to meet the required limits.

(ii) Business Automobile Liability Insurance. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with CITY as an additional insured, with a combined single limit of \$2,000,000 per occurrence. The Company may utilize its umbrella policy to meet the required limits.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of the Company's employees pursuant to

Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the PROVIDER shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least two (2) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to CITY.

(ii). All policies of insurance shall be issued by insurance companies authorized to do business in the State of Utah.

**10.2 Indemnification.**

(a) PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY objects to such counsel.

(b) Should any mechanic's or other liens be filed against any property or Right-of-Way owned or controlled by CITY by reason of PROVIDER'S acts or omissions or because of a claim against PROVIDER, PROVIDER shall cause the same to be canceled or discharged of record by bond or otherwise within ten (10) calendar days after notice by CITY. If PROVIDER shall fail to cancel or discharge said liens, within said ten (10) day period, CITY may, at its sole option, cancel or discharge the same and upon CITY'S demand, PROVIDER shall promptly reimburse CITY for all costs incurred in canceling or discharging such liens.

(c) Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY.

**10.3 Agreement Assurance. Bonds.** PROVIDER shall provide a performance bond and a labor and material payment bond, each in the amount of the estimated cost to install the Network, which bonds shall be furnished no less than fifteen (15) calendar days before PROVIDER commences work within any Right-of-Way. The bond required in Section 1.2 shall also be secured to ensure agreement compliance by PROVIDER posting a \$250,000 Surety Bond

in the name of CITY. The bonds shall be in effect for the duration of this Agreement. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement, CITY shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of and payment for the work contemplated herein, PROVIDER shall, at its expense, within five (5) calendar days after notice from CITY so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to CITY.

**ARTICLE 11. GENERAL PROVISIONS**

11.1 **Binding Agreement.** The parties represent that: (a) when executed, this Agreement shall constitute legal and binding obligations of PROVIDER and CITY; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Notices.** All notices or other communications required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier or by delivering the same in person to such party:

**If to CITY:**

American Fork City  
Attn: CITY Engineer  
51 East Main Street  
American Fork, Utah 84003

**If to PROVIDER:**

Syringa Networks, LLC  
Attn: Chief Executive Officer  
12301 W. Explorer Drive  
Boise, ID 83713

Notice shall be deemed given and effective when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph.

11.3 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law. Any action to enforce this Agreement shall be filed in the Fourth Judicial District for the State of Utah, Utah County, or in the Federal District Court for the District of Utah.

11.4 **Time of Essence.** Time shall be of the essence of this Agreement.

11.5 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held and include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.6 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, PROVIDER and CITY stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that this Agreement should be more strictly construed against the drafting party.

11.7 **Amendments.** This Agreement may be modified or amended by written agreement

only. No oral modifications or amendments shall be effective.

**11.8 Assignment.** PROVIDER shall not sell, transfer, lease, assign, sublet or otherwise make available to any person or entity other than PROVIDER, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the Franchise or any rights or privileges under this Agreement, without the prior written consent of CITY. The consent required shall be given or denied by CITY no later than one hundred twenty (120) calendar days following receipt of PROVIDER's written request for consent. For purposes of determining whether it shall grant consent, CITY may inquire into the qualifications of the proposed assignee and PROVIDER agrees to assist in the inquiry. Notwithstanding the foregoing, CITY shall not unreasonably withhold consent to assignment to a wholly-owned subsidiary of PROVIDER.

**11.9 Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

**11.10 Attorneys' Fees.** In the event of any controversy, claim or action being filed or instituted between the CITY and PROVIDER relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

**[Signature Pages Follow]**

SIGNED AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

AMERICAN FORK CITY

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

“PROVIDER”

SYRINGA NETWORKS, LLC

By: \_\_\_\_\_  
Greg Lowe, Chief Executive Officer

Attachment: AF-Syringa Ordinance and Franchise (1118 : Franchise Agreement with Syringa Networks)





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
SEPTEMBER 8, 2015**

**Department** Administration      **Director Approval** Craig Whitehead

**AGENDA ITEM** Review and action on approval of a solid waste collection agreement with Republic Services of Utah to provide collection services for the City of American Fork.

The City Administrator recommends approval of the agreement between Republic Services of Utah and the City of American Fork, to provide solid waste collection services. This agreement begins July 1, 2016, and is an extension of the current agreement, which ends on June 30, 2016.

**BACKGROUND** The City entered into a contract extension (Addendum #6) with Republic in 2011. This agreement ends on June 30, 2016.

The proposed addendum #7 is a seven year extension to the current contract, and sets the following charges to the City for collection services in the first year of the agreement (July 1, 2016 - June 30, 2017):

<u>Item</u>	<u>Current Rate</u>	<u>New Rate First Year</u>	<u>Change</u>	<u>Percent Change</u>
1 <sup>st</sup> container	\$5.08	<b>\$4.80</b>	(\$0.28)	(5.5)%
2 <sup>nd</sup> container	\$3.53	<b>\$3.25</b>	(\$0.28)	(7.9)%
Recycling	\$4.87	<b>\$4.55</b>	(\$0.32)	(6.6)%

The proposed agreement extends the contract from July 1, 2016 to June 30, 2023. Beginning July 1, 2017, rate adjustments will be the lower of 2.0% per year or the CPI-solid waste index as published in the U.S. Bureau of Labor Statistics, for the previous calendar year.

Proposed rates in the contract are amongst the lowest in the surrounding communities. In addition to negotiated rates, Republic, Inc. has agreed to waive the CPI increase that would have taken effect on July 1, 2016.

**BUDGET IMPACT** Expenditures for Solid Waste collection services are included in our annual budget. The proposed contract would affect expenditures in the FY2017 budget, which begins on July 1, 2016. Negotiated rates are estimated to save the City approximately \$44,000 annually.

**SUGGESTED MOTION** I move approval of Addendum Seven to the current solid waste

collection agreement with Republic Services of Utah, effective July 1, 2016, to provide solid waste collection services for the City of American Fork.

**SUPPORTING DOCUMENTS**

## 7<sup>TH</sup> ADDENDUM

### To Solid Waste Collection Agreement

THIS AGREEMENT is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of American Fork City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Utah County // Republic Services of Utah (hereinafter called "Contractor").

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services and a curbside recycling program within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste collection and disposal service in conjunction with the curbside recycling program, in accordance with the terms of the Agreement and associated addendums; and

WHEREAS, City desires to have the following items (hereinafter called "7<sup>th</sup> Addendum") apply to both the agreement for solid waste collection and the agreement for curbside recycling services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### ***1) Contract Extension***

Contract for residential automated solid waste collection, recycling, and disposal services will be extended for the period of seven (7) years beginning July 1, 2016 and concluding June 30, 2023.

#### ***2) Pricing***

The pricing for services shall be \$4.80 for each solid waste first residential container. Each solid waste second container will be \$3.25. Recycling will be \$4.55 per container. These rates will become effective July 1, 2016.

Beginning July 1, 2017, rate adjustments will be the lower of 2.0% per year or the CPI-solid waste index as published in the U.S. Bureau of Labor Statistics, Water and Sewer and Trash Collection Services (Unadjusted) for the previous calendar year.

#### ***3) Additional Contract Extensions***

City may choose to extend either contract after the expiration date cited above (#1). Extensions will be negotiated with Contractor as may be in the best interests of the City.

**The following sections of this addendum are included as additions/clarifications to the original contract and shall be included as such.**

**4) Nature of MSW Waste**

CONTRACTOR shall collect and dispose of any waste normally categorized as Municipal Solid Waste. Without limiting the generality of the previous statement, CONTRACTOR shall collect the following types of acceptable waste:

- a. All waste associated with purchasing, handling, preparing, consuming, and disposing of food in a residential unit.
- b. All waste associated with household and yard management, including packaging, debris from minor house repairs, minimal yard waste (e.g. grass clippings, small limbs, etc.), discarded clothing, shoes, disposable diapers, paper, broken or discarded household items, etc., as long as the items fit in the garbage receptacle allowing the lid to the receptacle to be closed.
- c. Waste associated with household pets, including pet waste and carcasses of dead household pets or portions thereof 10 pounds or smaller.
- d. All waste normally associated with the types of CITY facilities being serviced by CONTRACTOR.
- e. Other sundry waste items or debris as long as they can be reasonably accommodated in the garbage receptacles and can be handled without damaging the CONTRACTOR'S collection vehicles.

**Non-Acceptable Waste / Excluded Waste:** The CONTRACTOR can refuse to collect the following Excluded Waste which includes:

- a. Waste that is hazardous by Federal or State definition.
- b. Waste and recyclable materials collected under this Agreement specifically exclude liquid wastes, special wastes, hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste ("Excluded Waste"). Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act, and including future amendments thereto, and any other applicable law.
- c. Waste that is of such volume, weight, and/or composition that it cannot be reasonably accommodated by the collection vehicles, including waste that is stacked/placed into the garbage receptacle in a way where the lid to the receptacle cannot be closed fully.
- d. Waste that poses a danger to the truck and/or operator (e.g. hot ashes, ammunition, hazardous or toxic chemicals or chemical agents, heavy or jagged metal, oversized concrete or rock material, large sumps, large accumulations of human or liquid waste (as from RV holding tanks), sod or dirt or other items that cause a fine dust/particles that is a hazard to the driver and his/her ability to breathe.
- e. Waste that is industrial according to the Federal or State definition, or is of such a volume and composition so as to indicate obvious commercial activities rather than normal residential activities.

- f. CONTRACTOR may, in its sole discretion, reject any Excluded/Non-Acceptable Waste provided by CITY. CITY, upon receiving a notice of rejection from CONTRACTOR, shall immediately remove such Excluded/Non-Acceptable Waste from CONTRACTOR'S collection vehicle or premises.

### 5) *Title of Waste*

Title to all waste collected pursuant to this Agreement shall pass to CONTRACTOR upon collection except that title to and liability for Hazardous Waste and Excluded waste must not pass to Contractor at any time and remain with the generator of the waste. This provision shall not be interpreted to relieve the CONTRACTOR of its obligation to dispose of all solid waste collected pursuant to this Agreement

### 6) *Force Majeure*

Neither CONTRACTOR nor CITY shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, labor disputes, compliance with applicable laws or governmental orders, storms, riots, flooding, terrorism, fires or acts of God (a "Force Majeure Event"). No contingency under this section shall excuse CITY from its obligation to make prompt payment of monies due and owing for services rendered. During any period when performance of a party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event. The parties may make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. If CONTRACTOR is reasonably willing or able to provide some level of the Services during a period of a Force Majeure Event, CONTRACTOR'S reasonable performance under the circumstances shall be sufficient, and partial performance shall not be considered a breach of performance or Event of Default. If CONTRACTOR is required to incur additional expenses in performing its obligations during a Force Majeure Event or thereafter as a result of damages caused by the Force Majeure Event, CONTRACTOR may pass through those expenses to the CITY upon receiving approval from CITY. CITY shall not unreasonably withhold its approval. CONTRACTOR and/or CITY may terminate this Agreement if a Force Majeure event continues for more than sixty (60) days.

### 7) *Indemnification*

- a) By CONTRACTOR. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature (collectively, "Losses"), to the extent alleged and resulting from (i) the negligence or willful misconduct of CONTRACTOR and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the

performance of the services under this Agreement, or (ii) the breach of this Agreement by CONTRACTOR.

- b) By CITY. CITY agrees to indemnify, defend and hold harmless CONTRACTOR, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all losses to the extent alleged and resulting from (i) the negligence or willful misconduct of City and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors in connection with the performance of their obligations under this Agreement, and (ii) the breach of this Agreement by City.

**In the event of any conflict between the terms of this 7<sup>th</sup> Addendum and the Solid Waste Collection Agreement or any preceding Addendums, the term of this 7<sup>th</sup> Addendum shall prevail.**

**All terms of this addendum are subject to the original two (2) agreements for residential automated solid waste and recycling services, contract terms and specifications as amended, except as both agreements are modified herein.**

**City of American Fork**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

Print \_\_\_\_\_ Title \_\_\_\_\_

**Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Utah County // Republic Services of Utah**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

Print \_\_\_\_\_ Title \_\_\_\_\_

Attachment: 7th Addendum - Final 090415 (1124 : Solid Waste Collection Agreement)