

AMERICAN FORK CITY COUNCIL  
AUGUST 23, 2016  
PUBLIC HEARING, REGULAR SESSION AGENDA

PUBLIC HEARING

The American Fork City Council will meet in a public hearing on **Tuesday, August 23, 2016, in the American Fork City Hall, 31 North Church Street as follows:**

7:20 p.m. - Receiving of public comment regarding the proposal to declare three police vehicles to be surplus and to be disposed of.

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, August 23, 2016, 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 Shelton; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report.
4. Council Reports concerning Committee Assignments.
5. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the August 4, 2016 work session minutes
2. Approval of the August 9, 2016 city council minutes
3. Approval of the city bills for payment and purchase requests over \$25,000
4. Approval of a progress release for the performance guarantee bond in the amount of \$420,034.38 For the Green Springs Subdivision located at 150 North State Street *(Requested by Dale Goodman, Public Works)*
5. Approval of a progress release for the performance guarantee bond in the amount of \$700,736.73 For the American Fork Apartments Subdivision located at 740 East 320 South *(Requested by Dale Goodman, Public Works)*
6. Approval of a progress release for the performance guarantee bond in the amount of \$70,464.84 for The Roberts Roost Twin Homes Subdivision located at 190 West 350 South *(Requested by Dale Goodman, Public Works)*

AGENDA ITEMS

1. Review and action on a Resolution declaring three police cars to be surplus. *(Requested by Terilyn Lurker, Recorder)*
2. Review and action on a resolution approving a land use map amendment from the Residential Low Density to the Professional Office designation located at 300 North 1100 East. *(Requested by Adam Olsen, Planning)*

3. Review and action on an ordinance approving a zone map amendment from the R-1-12,000 Residential zone to the PO-1 Professional Office zone located at 300 North 1100 East. *(Requested by Adam Olsen, Planning)*
4. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded
  - a. Review and action on an ordinance approving an amended commercial site plan for Standard Plumbing to enlarge an outdoor storage area, located at 552 East 620 South, in the GC-2 Planned Commercial zone. *(Requested by Adam Olsen, Planning)*
  - b. Review and action on an ordinance approving a commercial site plan for the Roderick North Pointe Lot 2A Office Warehouse, located at 1226 South 630 East in the PI-1 Planned Industrial zone. *(Requested by Adam Olsen, Planning)*
5. Review and action on a resolution approving an agreement with Zion's Bank Public Finance for a six-year lease/purchase of two (2) 2016 Ambulances. *(Requested by Terilyn Lurker, Recorder)*
6. Review and action on a resolution approving an Interlocal Agreement with Utah County, along with other communities, regarding CDBG grants. *(Requested by Terilyn Lurker, Recorder)*
7. Consideration and action on entering into a Closed Session to discuss the professional character and competence of an individual. *(Requested by Mayor Hadfield)*
8. Adjournment

Dated this 17 day of August, 2016



Terilyn Lurker  
City Recorder



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM**    Approval of a progress release for the performance guarantee bond in the amount of \$420,034.38 For the Green Springs Subdivision located at 150 North State Street

**SUMMARY RECOMMENDATION**    Staff recommends approval of the performance guarantee bond release.

**BACKGROUND**    A progress release has been requested by the developer of the Green Springs Subdivision for the construction of the public improvements. The partial performance guarantee bond release adds up to \$420,034.38. The original performance guarantee calculations are included showing the breakdown of the release.

**BUDGET IMPACT**    N/A

**SUGGESTED MOTION**

**SUPPORTING DOCUMENTS**

Fifth Bond Release Spreadsheet      (PDF)  
Fifth Bond Release Inspection      (PDF)

Name of Development: Green Spring Towns

Date		Date		Date		Date		Date		Date		Date	
4/4/2016		5/18/2016		6/14/2016		7/16/2016		8/23/2016					

No.	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
<b>MOBILIZATION</b>																		
	Mobilization	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Remove and dispose concrete curb and gutter	20	SY	\$6.00	\$120.00	20	\$120.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>EARTHWORK</b>																		
	Excavation (including hauling off of materials)	17712	Cubic Yd	\$15.00	\$265,680.00		\$0.00		\$0.00	17712	\$265,680.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>ASPHALT AND CONCRETE</b>																		
	Asphalt 3" - Standard Road	37020	SF	\$1.17	\$43,313.40		\$0.00		\$0.00		\$0.00	37020	\$43,313.40		\$0.00		\$0.00	\$0.00
	Roadbase 9" Hauled, Placed & Compacted	37020	SF	\$0.70	\$25,914.00		\$0.00		\$0.00		\$0.00	37020	\$25,914.00		\$0.00		\$0.00	\$0.00
	24" Curb & Gutter (4" untreated base course included)	2211	LF	\$18.00	\$39,798.00		\$0.00		\$0.00		\$0.00	2211	\$39,798.00		\$0.00		\$0.00	\$0.00
	ADA Ramp (6" concrete 6" base course included)	7	Each	\$1,500.00	\$10,500.00		\$0.00		\$0.00		\$0.00		\$0.00	7	\$10,500.00		\$0.00	\$0.00
	Driveway Apron (6" concrete over 6" untreated base course)	2122	SF	\$6.00	\$12,732.00		\$0.00		\$0.00		\$0.00		\$0.00	2122	\$12,732.00		\$0.00	\$0.00
	Colored Concrete	4775	SF	\$8.00	\$38,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$38,200.00
	Sawcut & Patch	4637	SF	\$4.50	\$20,866.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$20,866.50
	Private Lane	14755	SF	\$4.50	\$66,397.50		\$0.00		\$0.00	14755	\$66,397.50		\$0.00		\$0.00		\$0.00	\$0.00
	Gravel Access Road	6131	SF	\$0.75	\$4,598.25		\$0.00		\$0.00	6131	\$4,598.25		\$0.00		\$0.00		\$0.00	\$0.00
	Street Lights	6	Each	\$5,000.00	\$30,000.00		\$0.00		\$0.00	6	\$30,000.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CULINARY WATER</b>																		
	8" DI Culinary Water	2065	LF	\$28.00	\$57,820.00		\$0.00		\$0.00		\$0.00	2065	\$57,820.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve	11	Each	\$1,383.00	\$15,213.00		\$0.00		\$0.00	11	\$15,213.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Water MJ Fittings	15	Each	\$413.00	\$6,195.00		\$0.00		\$0.00	15	\$6,195.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Water	1	Each	\$3,500.00	\$3,500.00		\$0.00		\$0.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly	10	Each	\$4,355.00	\$43,550.00		\$0.00		\$0.00		\$0.00	10	\$43,550.00		\$0.00		\$0.00	\$0.00
	3/4" Water Service Lateral	68	Each	\$1,135.00	\$77,180.00		\$0.00		\$0.00	68	\$77,180.00		\$0.00		\$0.00		\$0.00	\$0.00
	2" Service Lateral w/ 1 1/2" meter	1	Each	\$4,000.00	\$4,000.00		\$0.00		\$0.00	1	\$4,000.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Cross	1	Each	\$850.00	\$850.00		\$0.00		\$0.00	1	\$850.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SEWER</b>																		
	8" PVC Sewer Line	2049	LF	\$29.00	\$59,421.00	2049	\$59,421.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4' Sewer Manhole Precast	11	Each	\$2,610.00	\$28,710.00	11	\$28,710.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	5' Sewer Manhole Precast	6	Each	\$3,208.00	\$19,248.00	6	\$19,248.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Service Lateral	68	Each	\$900.00	\$61,200.00	68	\$61,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing	2	Each	\$1,500.00	\$3,000.00	2	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>STORM</b>																		
	18" RCP Storm Drain	531	LF	\$35.60	\$18,903.60		\$0.00	291	\$10,359.60		\$0.00	240	\$8,544.00		\$0.00		\$0.00	\$0.00
	15" RCP Storm Drain	1033	LF	\$32.80	\$33,882.40		\$0.00	489	\$16,039.20		\$0.00	544	\$17,843.20		\$0.00		\$0.00	\$0.00
	Curb Inlet 2' x 3' x 4'	13	Each	\$1,904.00	\$24,752.00		\$0.00	10	\$19,040.00		\$0.00	3	\$5,712.00		\$0.00		\$0.00	\$0.00
	Storm Drain Connection	3	Each	\$1,215.00	\$3,645.00		\$0.00	3	\$3,645.00		\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00
	12" SDR-35 PVC-SD	565	LF	\$27.50	\$15,537.50		\$0.00	290	\$7,975.00		\$0.00	275	\$7,562.50		\$0.00		\$0.00	\$0.00
	12" Class III RCP-SD	91	LF	\$32.00	\$2,912.00		\$0.00	88	\$2,816.00		\$0.00	3	\$96.00		\$0.00		\$0.00	\$0.00
	36" Class III RCP-SD	383	LF	\$65.00	\$24,895.00		\$0.00	100	\$6,500.00		\$0.00	283	\$18,395.00		\$0.00		\$0.00	\$0.00
	Sump/Retention Basin	4	Each	\$12,500.00	\$50,000.00		\$0.00	2	\$25,000.00		\$0.00	2	\$25,000.00		\$0.00		\$0.00	\$0.00
	Yard Drains	6	Each	\$1,500.00	\$9,000.00		\$0.00	6	\$9,000.00		\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00
	Pond Outlet Structure	3	Each	\$7,500.00	\$22,500.00		\$0.00	3	\$22,500.00		\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00
	SD Cleanout	17	Each	\$2,900.00	\$49,300.00		\$0.00	17	\$49,300.00		\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00
	Orifice Plate	3	Each	\$250.00	\$750.00		\$0.00	0	\$0.00		\$0.00	3	\$750.00		\$0.00		\$0.00	\$0.00
<b>PRESSURIZED IRRIGATION</b>																		
	6" PVC Pipe	1080	LF	\$25.00	\$27,000.00		\$0.00		\$0.00	1080	\$27,000.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing PI	1	Each	\$3,500.00	\$3,500.00		\$0.00		\$0.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00	\$0.00
	Irrigation (POC)	2	Each	\$1,600.00	\$3,200.00		\$0.00		\$0.00	2	\$3,200.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Washout Valve	1	Each	\$1,200.00	\$1,200.00		\$0.00		\$0.00	1	\$1,200.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Water Fittings	6	Each	\$500.00	\$3,000.00		\$0.00		\$0.00	6	\$3,000.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>LANDSCAPING</b>																		
	Fencing	1600	LF	\$30.00	\$48,000.00		\$0.00		\$0.00		\$0.00		\$0.00	1600	\$48,000.00		\$0.00	\$0.00

No.	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	Topsoil, Sprinkler, Sod Landscaping (Basic General Landscape)	54158	SF	\$1.50	\$81,237.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$81,237.00
	Tot Lots or Playgrounds	1	Each	\$12,500.00	\$12,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$12,500.00
	<b>SWPPP</b>																	
	Total SWPPP	1	LS	\$17,500.00	\$17,500.00		\$0.00		\$0.00	0.8	\$14,000.00		\$0.00	0	\$0.00		\$0.00	\$3,500.00
	Check Dam		LF	\$24.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Compost Blanket		SF	\$0.36	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Compost Filter Berm		LF	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Concrete Washout Area		Each	\$150.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Silt Fence		LF	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Construction Markers		LF	\$0.20	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Dewatering		Each	\$600.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Diversion Ditch		LF	\$1.60	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Erosion Control Blanket		SY	\$5.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Inlet Protection		LF	\$20.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Portable Toilet		Each	\$150.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Reinforced Check Dam		LF	\$36.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Reinforced Rock Berm		LF	\$9.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sediment Basin		AC	\$1,100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sediment Control Long		LF	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sediment Trap		Each	\$600.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Seeding and Mulching		AC	\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Stabilized Staging Area		SY	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	SWPPP Board		Each	\$150.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Temporary Slope Drain		LF	\$30.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Temporary Stream Crossing		Each	\$1,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Terracing		LS	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Vehicle Tracking Control		LS	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Notice Of Intent		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Notice Of Termination		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Maintenance Agreement		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Easement		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	<b>DRY UTILITIES</b>																	
	Power Service	68	Each	\$2,500.00	\$170,000.00		\$0.00		\$0.00		\$0.00		\$0.00	68	\$170,000.00		\$0.00	\$0.00
	Gas Service	68	Each	\$750.00	\$51,000.00		\$0.00		\$0.00		\$0.00		\$0.00	68	\$51,000.00		\$0.00	\$0.00
	Telephone	1	LS	\$5,000.00	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$5,000.00		\$0.00	\$0.00
	<b>CONSTRUCTION MANAGEMENT</b>																	
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$250.00
	Construction Staking	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00		\$0.00	1	\$2,500.00		\$0.00		\$0.00	\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00	\$0.00
	Street Sign	2	Each	\$225.00	\$450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$450.00
	No Parking Sign	6	Each	\$300.00	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,800.00
	CBU Mailbox	2	Each	\$1,250.00	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,500.00
	Pedestrian Crossings (striped asphalt)	6	Each	\$575.00	\$3,450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,450.00

							\$176,699.00		\$172,174.80		\$528,013.75		\$296,798.10		\$297,232.00		\$0.00	<b>\$164,753.50</b>
				\$1,635,671.15														
	25% Per Ordinance Section 17.9.301			\$408,917.79							\$131,501.25		\$17,637.09		\$122,802.38			\$136,977.07
	<b>ICG Amount</b>			<b>\$2,044,588.94</b>			\$176,699.00		\$172,174.80		\$659,515.00		\$314,435.19		\$420,034.38			\$721,764.95
	10% Durability - retained at ICG release			<b>\$204,458.89</b>											10% Durability - retained at ICG release			<b>\$204,458.89</b>
	<b>Street Lights</b>			<b>\$ 10,000.00</b>											Available for release balance:			<b>\$517,306.05</b>
	<b>Street Trees</b>			<b>\$ -</b>														
	<b>Fees</b>			<b>\$14,880.00</b>														

### PERFORMANCE GUARANTEE BOND RELEASE INSPECTION

This is an application for Escrow Bond Release/ Performance Guarantee or Maintenance Bond partial or final release.

#### Project Information

Project Name: Green Spring Towns  
Project Address: 150 N State Street  
Type of Project  Subdivision  Site Plan  Road Project  Underground Utility

#### Performance Guarantee Bond Information

Performance Guarantee Bond posted for site improvements in the amount of \$ 2,044,588.94  
Date of the Request: July 21, 2016  
Amount of the Request: \$ 420,034.38 Land Disturbance Permit No: 975  
Type of Release:  Partial Release  Final Release  Warranty Period  
Type of Bond:  Cash Deposit  Letter of Credit  Performance in Lieu

#### Field Inspection and Performance Guarantee Bond Release Information

- A field inspection was performed on the above referenced application on 7-28-16
- Recommended Performance Guarantee Bond Release: 420,034.38
- DO NOT Recommend Release or Reduction at this time for the following reasons:  
1. ....  
2. ....  
3. ....  
4. ....  
5. ....  
6. ....

I certify that the following recommendations are based on compliance with the American Fork City standards and technical specifications.

Jay Butcher  
City Inspector's signature  
7-28-16  
Date  
M. Fall  
City Engineer's signature  
**APPROVED**  
8/2/2016  
Date

Attachment: Fifth Bond Release Inspection (1395 : Green Spring Subdivision Performance Guarantee Progress Release)

5th

### BOND RELEASE REQUEST

Please complete and return this form to the Engineering Division:

City Engineer's Office  
American Fork City  
275 East 200 North  
American Fork, UT 84004

It is the City of American Fork policy to release performance guarantee bond funds upon the request of and to the person who paid the performance guarantee bond once the bond release inspection is satisfied.

#### Project Information

Subdivision/ Site Plan Name: GREEN SPRING TOWNS P.U.D.  
Subdivision/ Site Plan Address: 150 N. STATE ST.

I/ we McARTHUR HOMES, am/ are requesting the release of the following bond (s):

Nro	Description of Item	Estimate
1	SWPPP	5,000
2	FOUNDATION	10,600
3	DRY UTILITIES	282,500
4	STREET IMPROVEMENTS:	-
5	ADA RAMPS	13,125
6	DRIVEWAY APRON	15,915
7	DRAINAGE	35,894.38
8	FENCING	48,500
9		
10		
11		
12		
Subtotal =		420,034.38

no Release  
Take out of 25,9

Please, send bond release to (select one):  Individual  Letter to the Bank of record

Name: McARTHUR HOMES  
Address: 9962 S. REDWOOD RD.  
City: SOUTH JORDAN State: UT Zip Code: 84015  
Phone: 801-859-5734 Email: JORDAN@MCARTHURHOMES.COM

[Signature]  
Signature Date: 1/12/16

Attachment: Fifth Bond Release Inspection (1395 : Green Spring Subdivision Performance Guarantee Progress Release)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM**    Approval of a progress release for the performance guarantee bond in the amount of \$700,736.73 For the American Fork Apartments Subdivision located at 740 East 320 South

**SUMMARY RECOMMENDATION**    Staff recommends approval of the performance guarantee bond release.

**BACKGROUND**    A progress release has been requested by the developer of the American Fork Apartments Subdivision for the construction of the public improvements. The partial performance guarantee bond release adds up to \$700,736.73. The original performance guarantee calculations are included showing the breakdown of the release.

**BUDGET IMPACT**    N/A

**SUGGESTED MOTION**

**SUPPORTING DOCUMENTS**

American Fork Apartments Performance Guarantee Bond Release Request(PDF)  
American Fork Apartments Performance Guarantee Bond Inspection      (PDF)  
American Fork Apartments Performance Guarantee Bond    (PDF)

American Fork City

Public Works Department

Engineering Division

**BOND RELEASE REQUEST**

Please complete and return this form to the Engineering Division:

City Engineer's Office  
 American Fork City  
 275 East 200 North  
 American Fork, UT 84004

It is the City of American Fork policy to release performance guarantee bond funds upon the request of and to the person who paid the performance guarantee bond once the bond release inspection is satisfied.

**Project Information**

Subdivision/ Site Plan Name: American Fork Apartments  
 Subdivision/ Site Plan Address: 740 EAST 320 SOUTH

I/ we Perry Construction Inc., am/ are requesting the release of the following bond (s):

Nro.	Description of Item	Quantity	Unit	Unit Price	Total	
	Clear and Grub	12,330	CY	\$4.32	\$57,858.60	✓
	Mobilization	1	L.S	\$5,000	5,000.00	✓
	10" D.I. CULVERT	1606	LF	\$41.90	67,291.40	✓
	10" Gate Valve	6	EA	\$2,179.00	13,074.00	✓
	Connecting to Existing W.	2	EA	1,027.00	2,054.00	✓
	Fire Hydrant	7	EA	4,355.00	30,485.00	✓
	1" Fire Line	8	EA	\$3,791.26	30,329.60	✓
	2 1/2" Water Service	9	EA	8,769.33	78,923.97	✓
	Import Pipe Bedding	325	TONS	8.90	2,892.50	✓
	Import Trench Backfill	658	TONS	8.96	5,785.00	✓
Sewer	8" P.V.C. Sewer	1445	LF	29.00	41,905.00	✓
	5' Sewer Manhole	8	EA	3,208.00	25,664.00	✓
	Pre-inst. place 60" Manhole	1	LS	5,738.45	5,738.45	✓
	6" Sewer Laterals	9	EA	1,753.69	15,783.21	✓
	Import Bedding	293	TONS	8.90	2,607.70	✓
	Import Trench Backfill	585	"	8.90	5,206.55	✓
Drainage	24" R.C.P. Storm Drain	2318	LF	40.50	93,879.00	✓
	15" R.C.P. " "	552	LF	32.80	18,105.60	✓
	Storm Drain Manhole 5'	6	EA	3,208.00	19,248.00	✓
	Comp. Boxes	4	"	4,303.60	17,214.40	✓
	Storm Trch Chambers	70	"	685.00	47,950.00	✓
	Import Bedding	1162	TONS	8.90	10,341.80	✓
	Import Trenches	1937	"	8.90	17,239.30	✓
Irrigation	Connect to Existing P.I.	1	EA	931.00	931.00	✓
	10" P.V.C. Main P.I.	1961	LF	31.00	60,791.00	✓
	10" Gate Valves	8	EA	2,275.61	18,204.88	✓



### PERFORMANCE GUARANTEE BOND RELEASE INSPECTION

This is an application for Escrow Bond Release/ Performance Guarantee or Maintenance Bond partial or final release.

#### Project Information

Project Name: American Fork Apartments

Project Address: 740 East 320 South

Type of Project  Subdivision  Site Plan  Road Project  Underground Utility

#### Performance Guarantee Bond Information

Performance Guarantee Bond posted for site improvements in the amount of \$ 2,022,603.78

Date of the Request: July 28, 2016

Amount of the Request: \$ 790,400.40 Land Disturbance Permit No: .....

Type of Release:  Partial Release  Final Release  Warranty Period

Type of Bond:  Cash Deposit  Letter of Credit  Performance in Lieu

#### Field Inspection and Performance Guarantee Bond Release Information

A field inspection was performed on the above referenced application on 8-8-16

Recommended Performance Guarantee Bond Release: \$ 700,736.73

DO NOT Recommend Release or Reduction at this time for the following reasons:

1. need 4x4 vaults with settlers installed for water services
2. need P.I. Boxes installed with valve, hose bib, & samplers.
3. ....
4. ....
5. ....
6. ....

I certify that the following recommendations are based on compliance with the American Fork City standards and technical specifications.

*Jay Butcher*  
City Inspector's signature Date 8-8-16

*M. Fallo*  
City Engineer's signature Date 8/8/2016

**APPROVED**

Attachment: American Fork Apartments Performance Guarantee Bond Inspection (1404 : American Fork Apartments Subdivision Performance

Name of Development: American Fork Apartments

Date		Date		Date		Date		Date		Date		Date	
8/1/2016													

Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
<b>MOBILIZATION</b>																	
Mobilization	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>EARTHWORK</b>																	
Clear and Grub	13330	CY	\$4.32	\$57,585.60	13330	\$57,585.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>ASPHALT AND CONCRETE</b>																	
Asphalt 3" - Standard Road	146043	SF	\$1.17	\$170,870.31		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$170,870.31
Roadbase 8" Hauled, Placed & Compacted	146043	SF	\$0.69	\$100,769.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$100,769.67
Sub Base 8" Hauled, Placed & Compacted	146043	SF	\$0.26	\$37,971.18		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$37,971.18
24" Curb & Gutter (4" untreated base course included)	6209	LF	\$18.00	\$111,762.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$111,762.00
ADA Ramp (6" concrete 6" base course included)	48	Each	\$1,500.00	\$72,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$72,000.00
5' wide Sidewalk 4" Thick (4" untreated base course included)	6959	LF	\$21.25	\$147,878.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$147,878.75
Rough Grading per plan	1	LS	\$26,200.00	\$26,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$26,200.00
<b>CULINARY WATER</b>																	
10" DI Culinary Water	1606	LF	\$41.90	\$67,291.40	1606	\$67,291.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10" Gate Valve	6	Each	\$2,179.00	\$13,074.00	6	\$13,074.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing Water	2	Each	\$1,027.00	\$2,054.00	2	\$2,054.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant Assembly	7	Each	\$4,355.00	\$30,485.00	7	\$30,485.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6" Fire Line	8	Each	\$3,791.20	\$30,329.60	8	\$30,329.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2 1/2" Water Service	9	Each	\$8,769.33	\$78,923.97	9	\$78,923.97		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Pipe Bedding	325	tons	\$8.90	\$2,892.50	325	\$2,892.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Trench Backfill	650	tons	\$8.90	\$5,785.00	650	\$5,785.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SEWER</b>																	
8" PVC Sewer Line	1445	LF	\$29.00	\$41,905.00	1445	\$41,905.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5' Sewer Manhole Precast	8	Each	\$3,208.00	\$25,664.00	8	\$25,664.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Pour-in-place Manhole (60")	1	LS	\$5,738.45	\$5,738.45	1	\$5,738.45		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6" Sewer Laterals	9	Each	\$1,753.69	\$15,783.21	9	\$15,783.21		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Pipe Bedding	293	Tons	\$8.90	\$2,607.70	293	\$2,607.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Trench Backfill	585	Tons	\$8.90	\$5,206.50	585	\$5,206.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>DRAINAGE</b>																	
24" RCP Storm Drain	2318	LF	\$40.50	\$93,879.00	2318	\$93,879.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
15" RCP Storm Drain	552	LF	\$32.80	\$18,105.60	552	\$18,105.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Inlet 2' x 3' x 4'	4	Each	\$1,904.00	\$7,616.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,616.00
Storm Drain Manhole 5'	6	Each	\$3,208.00	\$19,248.00	6	\$19,248.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Combo Boxes	4	Each	\$4,303.60	\$17,214.40	4	\$17,214.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4'x4' Catch Basin	22	Each	\$3,217.55	\$70,786.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$70,786.10
Storm Tech Chambers	70	Each	\$685.00	\$47,950.00	70	\$47,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Pipe Bedding	1162	Tons	\$8.90	\$10,341.80	1162	\$10,341.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Trench Backfill	1937	Tons	\$8.90	\$17,239.30	1937	\$17,239.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>PRESSURIZED IRRIGATION</b>																	
Connect to Existing PI	1	Each	\$931.00	\$931.00	1	\$931.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10" PVC PI Watermain	1961	LF	\$31.00	\$60,791.00	1961	\$60,791.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10" Gate Valve	8	Each	\$2,275.61	\$18,204.88	7	\$15,929.27		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,275.61
2" PI Water Service	3	Each	\$3,579.90	\$10,739.70	3	\$10,739.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Pipe Bedding	800	Tons	\$8.90	\$7,120.00	800	\$7,120.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Imported Trench Backfill	1466	Tons	\$8.90	\$13,047.40	1466	\$13,047.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4'x4' Inlet Box	8	Each	\$3,400.00	\$27,200.00	8	\$27,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
24" RCP Irrigation	996	LF	\$40.50	\$40,338.00	996	\$40,338.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Attachment: American Fork Apartments Performance Guarantee Bond (1404 : American Fork Apartments Subdivision Performance Guarantee

<b>LANDSCAPING</b>															
Fencing	2263	LF	\$30.00	\$67,890.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$67,890.00
Street Lamp	7	Each	\$1,309.00	\$9,163.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$9,163.00
<b>CONSTRUCTION MANAGEMENT</b>															
Construction Staking	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,500.00
						\$790,400.40		\$0.00		\$0.00		\$0.00		\$0.00	

Performance Guarantee Subtotal = \$1,618,083.02

Performance Guarantee Subtotal = \$827,682.62

25% Contingency per Ordinance Section 17.9.301 = \$ 404,520.76

25% Contingency per Ordinance Section 17.9.301 = \$ 404,520.76

Performance Guarantee Total = **\$2,022,603.78**

Performance Guarantee Total = **\$1,232,203.38**

10% Durability - Retained at ICG Release = \$ 202,260.38

\$ 202,260.38

Street Lights Installation Fees = \$ 35,000.00

Available for release = **\$ 1,029,943.00**

Street Trees Fees = \$ -

Inspection Fees = \$ 2,900.00



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM**    Approval of a progress release for the performance guarantee bond in the amount of \$70,464.84 for The Roberts Roost Twin Homes Subdivision located at 190 West 350 South

**SUMMARY RECOMMENDATION**    Staff recommends approval of the performance guarantee bond release.

**BACKGROUND**    A progress release has been requested by the developer of the Roberts Roost Twin Homes Subdivision for the construction of the public improvements. The partial performance guarantee bond release adds up to \$70,464.84. The original performance guarantee calculations are included showing the breakdown of the release.

**BUDGET IMPACT**    N/A

**SUGGESTED MOTION**

**SUPPORTING DOCUMENTS**

PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND REQUEST  
(PDF)

PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND Inspection  
(PDF)

PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND Bond    (PDF)

# PERFORMANCE GUARANTEE BOND RELEASE INSPECTION

This is an application for Escrow Bond Release/ Performance Guarantee or Maintenance Bond partial or final release.

### Project Information

Project Name: .....

Project Address: .....

Type of Project  Subdivision  Site Plan  Road Project  Underground Utility

### Performance Guarantee Bond Information

Performance Guarantee Bond posted for site improvements in the amount of \$ .....

Date of the Request: .....

Amount of the Request: \$..... Land Disturbance Permit No: .....

Type of Release:  Partial Release  Final Release  Warranty Period

Type of Bond:  Cash Deposit  Letter of Credit  Performance in Lieu

### Field Inspection and Performance Guarantee Bond Release Information

A field inspection was performed on the above referenced application on .....

Recommended Performance Guarantee Bond Release: .....

DO NOT Recommend Release or Reduction at this time for the following reasons:

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....

I certify that the following recommendations are based on compliance with the American Fork City standards and technical specifications.

.....  
City Inspector's signature

.....  
Date

.....  
City Engineer's signature

.....  
Date

Attachment: PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND REQUEST (1405 : Robert Roost Twin Homes Subdivision

### PERFORMANCE GUARANTEE BOND RELEASE INSPECTION

This is an application for Escrow Bond Release/ Performance Guarantee or Maintenance Bond partial or final release.

#### Project Information

Project Name: Robert Roost Twin Homes

Project Address: 190 West 350 South

Type of Project  Subdivision  Site Plan  Road Project  Underground Utility

#### Performance Guarantee Bond Information

Performance Guarantee Bond posted for site improvements in the amount of \$ 321,968.70

Date of the Request: August 11, 2016

Amount of the Request: \$ 82,125.23 Land Disturbance Permit No: 565

Type of Release:  Partial Release  Final Release  Warranty Period

Type of Bond:  Cash Deposit  Letter of Credit  Performance in Lieu

#### Field Inspection and Performance Guarantee Bond Release Information

A field inspection was performed on the above referenced application on 8/11/2016

Recommended Performance Guarantee Bond Release: \$70,464.84

DO NOT Recommend Release or Reduction at this time for the following reasons:

1. SUPPL. ITEMS CAN'T BE RELEASE UNTIL A NOT. IS SUBMITTED
2. MOST OF THE 25% CONTINGENCY HAS BEEN RELEASED ALREADY
3. ....
4. ....
5. ....
6. ....

I certify that the following recommendations are based on compliance with the American Fork City standards and technical specifications.

*M. Falla*  
City Inspector's signature Date 8/11/2016

*M. Falla*  
City Engineer's signature Date 8/15/2016

**APPROVED**

Attachment: PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND Inspection (1405 : Robert Roost Twin Homes Subdivision

Name of Development: Roberts Roost

Date		Date		Date		Date		Date		Date	
6/7/2016											

No.	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
<b>SITE PREPARATION</b>																		
	Mobilization	1	LS	\$3,700.09	\$3,700.09	1	\$3,700.09		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Clear vegetation, fences, etc from right of way	38000	SF	\$0.06	\$2,280.00	38000	\$2,280.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Additional fill to subgrade	50	CY	\$20.91	\$1,045.50	50	\$1,045.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Supervision	1	LS	\$5,522.99	\$5,522.99		\$0.00	1	\$5,522.99		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Strip 6" of topsoil and spread on lots	705	CY	\$3.03	\$2,136.15	705	\$2,136.15		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SWPPP</b>																		
	Concrete Washout Area	1	Each	\$236.18	\$236.18		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$236.18
	Portable Toilet	2	Each	\$116.06	\$232.12		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$232.12
	SWPPP Board	1	Each	\$321.62	\$321.62	1	\$321.62		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Vehicle Tracking Control	1	LS	\$520.46	\$520.46		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$520.46
	Notice of Intent	1	Each	\$434.02	\$434.02	1	\$434.02		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Inlet Protection	1	Each	\$62.00	\$62.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$62.00
	Street Sweeping	1	LS	\$1,205.93	\$1,205.93		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,205.93
<b>EARTHWORK</b>																		
	Excavation (including hauling off of materials)	50	Cubic Yd	\$3.39	\$169.50	50	\$169.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SANITARY SEWER</b>																		
	8" PVC Sewer Line	504	LF	\$37.67	\$18,985.68	504	\$18,985.68		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	5' Sewer Manhole Precast	1	Each	\$3,867.27	\$3,867.27	1	\$3,867.27		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sanitary Sewer Lateral Connection	16	Each	\$929.91	\$14,878.56	16	\$14,878.56		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Cover Collar for Sewer Manhole Lids	4	Each	\$464.22	\$1,856.88		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,856.88
	Adjust relocate manholes to grade	2	Each	\$750.00	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,500.00
	Trench bedding	275	Ton	\$12.82	\$3,525.50	275	\$3,525.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Trench backfill	1800	Ton	\$6.85	\$12,330.00	1800	\$12,330.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CULINARY WATER</b>																		
	8" DI Culinary Water	670	LF	\$40.29	\$26,994.30	670	\$26,994.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve	2	Each	\$1,571.26	\$3,142.52	2	\$3,142.52		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Water	3	Each	\$399.60	\$1,198.80	3	\$1,198.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly	1	Each	\$4,844.20	\$4,844.20	1	\$4,844.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1" Water Service Lateral	16	Each	\$1,328.06	\$21,248.96	16	\$21,248.96		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Cover Collar for Water Valve Boxes	2	Each	\$377.18	\$754.36		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$754.36
	Bends	2	Each	\$542.76	\$1,085.52	2	\$1,085.52		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Trench bedding	175	Ton	\$6.45	\$1,128.75	175	\$1,128.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Trench backfill	375	Ton	\$8.08	\$3,030.00	375	\$3,030.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>PRESSURIZED IRRIGATION</b>																		
	6" PVC Pipe	412	LF	\$21.50	\$8,858.00	412	\$8,858.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Gate Valve	2	Each	\$927.15	\$1,854.30	2	\$1,854.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1" Irrigation Service	16	Each	\$1,054.23	\$16,867.68	16	\$16,867.68		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing PI	2	Each	\$750.00	\$1,500.00	2	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Cover Collar for Water Valve Boxes	2	Each	\$377.18	\$754.36		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$754.36
	Bends	3	Each	\$695.13	\$2,085.39	3	\$2,085.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Trench bedding	125	Ton	\$6.48	\$810.00	125	\$810.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Trench backfill	150	Ton	\$7.91	\$1,186.50	150	\$1,186.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Attachment: PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND BOND (1405 : Robert Roost Twin Homes Subdivision

STREETS																
Asphalt 3" - Standard Road	21925	SF	\$1.07	\$23,459.75		\$0.00	21925	\$23,459.75		\$0.00		\$0.00		\$0.00		\$0.00
Roadbase 6" Hauled, Placed & Compacted	21925	SF	\$0.47	\$10,304.75		\$0.00	21925	\$10,304.75		\$0.00		\$0.00		\$0.00		\$0.00
Sub Base 6" Hauled, Placed & Compacted	21925	SF	\$0.55	\$12,058.75		\$0.00	21925	\$12,058.75		\$0.00		\$0.00		\$0.00		\$0.00
24" Curb & Gutter (4" untreated base course included)	1090	LF	\$17.54	\$19,118.60		\$0.00	1090	\$19,118.60		\$0.00		\$0.00		\$0.00		\$0.00
5' wide Sidewalk 4" Thick (4" untreated base course included)	1090	LF	\$17.10	\$18,639.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$18,639.00
Concrete mob	1	LS	\$696.33	\$696.33		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$696.33
STORM																
15" RCP Storm Drain	246	LF	\$31.06	\$7,640.76	246	\$7,640.76		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Storm Drain Mahole 5'	1	Each	\$2,804.54	\$2,804.54	1	\$2,804.54		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Concrete collar	1	Each	\$464.22	\$464.22		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$464.22
Trench bedding	125	Ton	\$12.82	\$1,602.50	125	\$1,602.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Trench backfill	165	Ton	\$6.85	\$1,130.25	165	\$1,130.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Plug	1	Each	\$50.00	\$50.00	1	\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
						\$172,736.86		\$70,464.84		\$0.00		\$0.00		\$0.00		\$26,921.84

25% Per Ordinance Section 17.9.301 \$257,574.96      25% \$43,184.22  
 ICG Amount \$321,968.70      \$215,924.08      \$70,464.84      Contingency = \$21,206.53  
 10% Durability - retained at ICG release \$32,196.87      10% Durability Period = \$32,196.87  
 Street Lights \$ 10,000.00      Available for bond release = \$15,931.50  
 Fees \$4,056.00

Attachment: PERFORMANCE GUARANTEE BOND RELEASE INSPECTION SECOND Bond (1405 : Robert Roost Twin Homes Subdivision



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

**Department** Recorder      **Director Approval** Terilyn Lurker

**AGENDA ITEM**    Review and action on a Resolution declaring certain property to be surplus.

**SUMMARY RECOMMENDATION**    Staff would recommend approval of declaring three police vehicles surplus.

**BACKGROUND**    These vehicles have been suggested to be declared surplus by the Police Department as they are no longer in use.

**BUDGET IMPACT**    The city will receive some revenue upon the sale of the vehicles.

**SUGGESTED MOTION**    Move to adopt the Resolution declaring certain items to be surplus.

**SUPPORTING DOCUMENTS**

08-23-16 Surplus Resolution (DOCX)

08-23-16 PH - police vehicles(DOC)

RESOLUTION NO.

A RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS

**WHEREAS**, American Fork City provided published notice of a public hearing in the *Daily Herald* on the 18 day of August 2016; and

**WHEREAS**, a public hearing was held on the 23 day of August 2016, regarding the proposed surplus of property, where public comment was entertained.

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

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

Description	Model or Serial No.
2001 Ford Crown Victoria	2FAFP71W91X117067
2008 Dodge Charger	2B3KA43G58H228588
2008 Dodge Charger	2B3KA43G58H228591

This Resolution shall become effective upon its passage.

**PASSED BY THE AMERICAN FORK CITY COUNCIL** this 23 day of August, 2016.

ATTEST:

James H. Hadfield, Mayor

Terilyn Lurker  
City Recorder

Attachment: 08-23-16 Surplus Resolution (1399 : Surplus Property - Police Department Vehicles)

PUBLIC HEARING -  
SURPLUS PROPERTY

Notice is hereby given that the American Fork City Council will hold a public hearing on **August 23, 2016, in the City Hall, 31 North Church Street, commencing at 7:20 p.m.** to receive public comment regarding the proposal to declare the following to be surplus and to be disposed of.

Year	Make	Model	License	VIN
2001	Ford	Crown Victoria	85794EX	2FAFP71W91X117067
2008	Dodge	Charger	503431EX	2B3KA43G58H228588
2008	Dodge	Charger	503429EX	2B3KA43G58H228591

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

Dated this 4 day of August, 2016



Terilyn Lurker  
City Recorder

Attachment: 08-23-16 PH - police vehicles (1399 : Surplus Property - Police Department Vehicles)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM**    Review and action on a resolution approving a land use map amendment from the Residential Low Density to the Professional Office designation located at 300 North 1100 East.

**SUMMARY RECOMMENDATION**    The planning commission recommended approval of an amendment to the land use element of the general plan located at 300 N 1100 E conditioned upon the approval of a commercial site plan as stated in the attached minutes of the August 3, 2016 planning commission meeting.

**BACKGROUND**    The applicant proposes to change the land use designation of the parcel located at 300 N 1100 E from the Low Density Residential to the Professional Office designation in order to change the zoning on the parcel to the PO-1 Professional Office zone, which is the subsequent action on this 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 resolution approving a land use map amendment from the Residential Low Density to the Professional Office designation located at 300 North 1100 East with the condition that the resolution will be made effective upon approval of a commercial site plan for the project.

**SUPPORTING DOCUMENTS**

1. Resolution (DOCX)
2. Application (PDF)
3. Staff report (PDF)
4. Minutes (PDF)

**RESOLUTION NO.**

**A RESOLUTION APPROVING A LAND USE MAP AMENDMENT FROM THE RESIDENTIAL LOW DENSITY TO THE PROFESSIONAL OFFICE DESIGNATION LOCATED AT 300 NORTH 1100 EAST.**

**WHEREAS**, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

**WHEREAS**, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land; and

**WHEREAS**, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a positive recommendation regarding this request; and

**WHEREAS**, the City Council has received a positive recommendation from the Planning Commission, and has reviewed the request further, all in accordance with Utah State law.

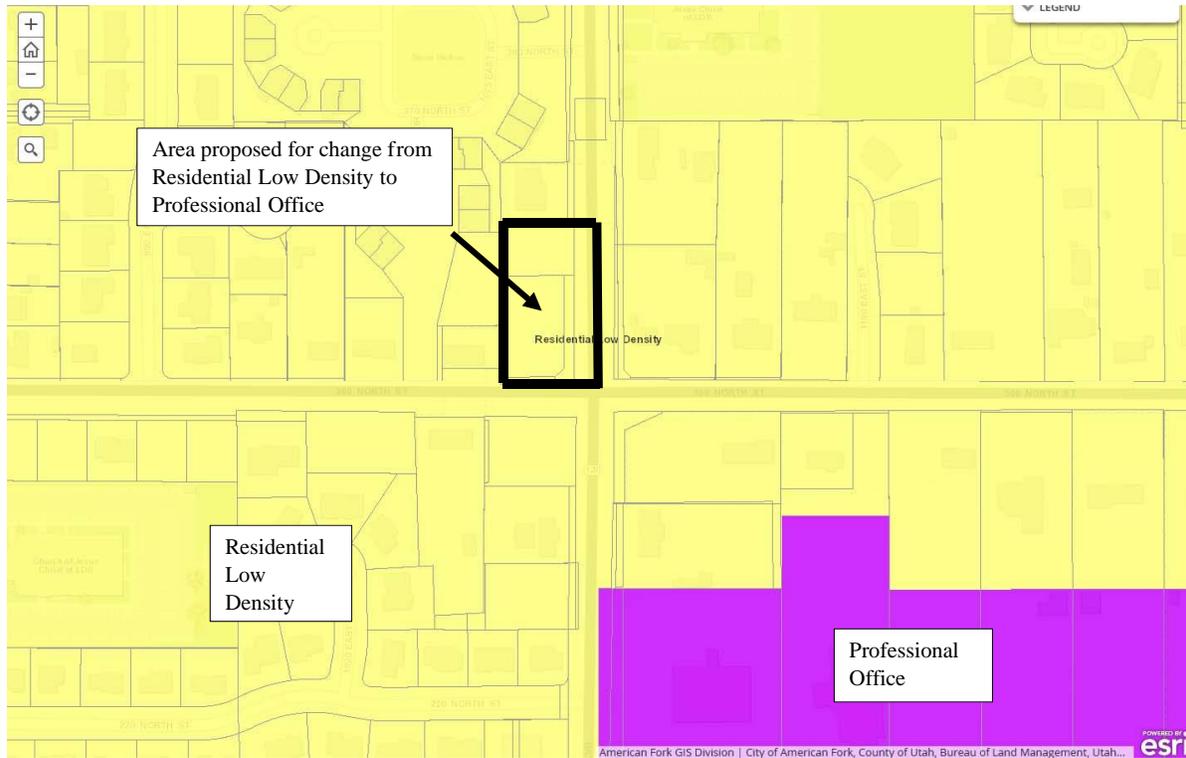
**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:**

**SECTION 1.** That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcel located in the area of 300 North 1100 East be amended from the Residential Low Density to the Professional Office designation, as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

**SECTION 2.** The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

### Exhibit A

### Land Use Map



Attachment: 1. Resolution (1400 : Land Use Map 300 N 1100 E)

**SECTION 3.** It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

**SECTION 4.** The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

**PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2016.**

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

ATTEST:

\_\_\_\_\_  
Terilyn Lurker, Recorder

Attachment: 1. Resolution (1400 : Land Use Map 300 N 1100 E)



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

GENERAL PLAN AMENDMENT (purple)
Technical Review Committee Submittal Form

Project Name: North County Plaza
Location: @ 300 North / North Utah County Boulevard
Description: Best Use of Land
Utah County Parcel No(s): 14:017:0240 & 14:017:0234

Property Owner Name: Jean & Julie Shoae
Property Owner Signature: [Signature: Jean Shoae] [Signature: Julie Shoae]

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: Jean & Julie Shoae
Address: 191 S 500 E, American Fork, UT 84003
Telephone: 801-360-9351 Fax: 866-848-9968
Email: ShoaeTeam@RemaxSelectUtah.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

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.

Attachment: 2. Application (1400 : Land Use Map 300 N 1100 E)

## SUBMITTAL CHECKLIST (check to indicate items are included in submittal)

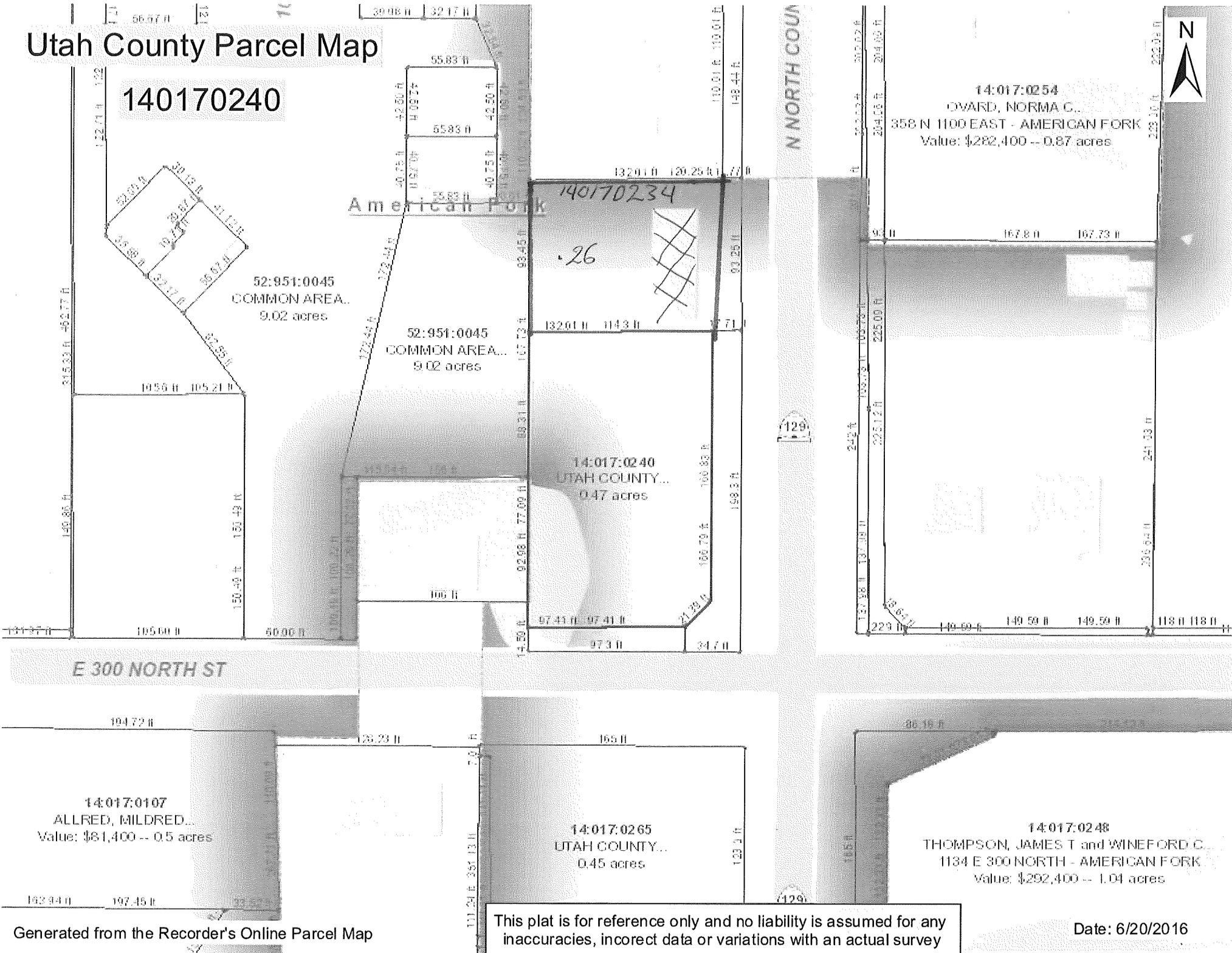
<input checked="" type="checkbox"/>	Property Size (acres): <u>.73</u>
<input checked="" type="checkbox"/>	What changing conditions make the proposed amendment reasonably necessary to promote the purpose of the American Fork City Land Use Plan? (typewritten)
<input checked="" type="checkbox"/>	What is the current land use classification of the area to be considered? <u>R-1</u>
<input checked="" type="checkbox"/>	What land use classification are you proposing for the area to be considered? <u>PO-1</u>
<input checked="" type="checkbox"/>	Map illustrating property to be changed.

## Link to Development Code

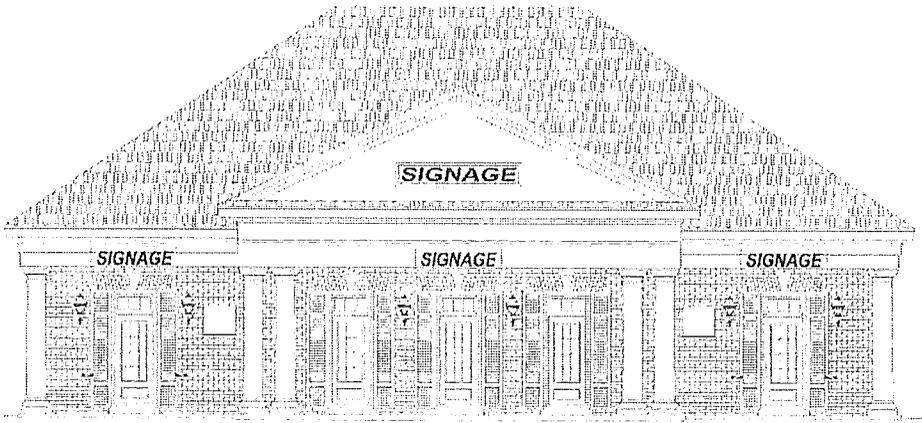
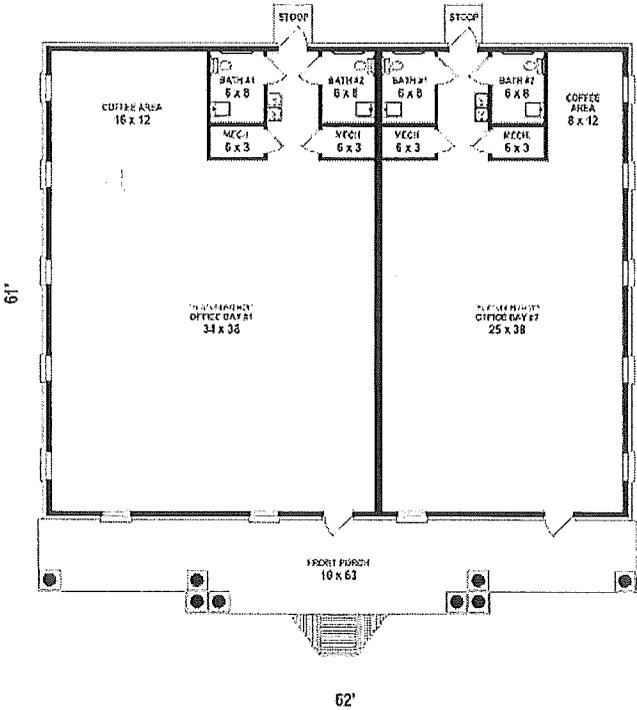
<http://library.municode.com/index.aspx?clientId=14764>

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

# Utah County Parcel Map



Concept Plan



Plan Details  
 Heated Sq. Ft.  
 First Floor 3157 sq. ft.  
 Total 3157 sq. ft.

Unheated Sq. Ft.  
 Porch(es) 550 sq. ft.

Dimensions  
 Width 62 ft. 0 in.  
 Depth 61 ft. 0 in.

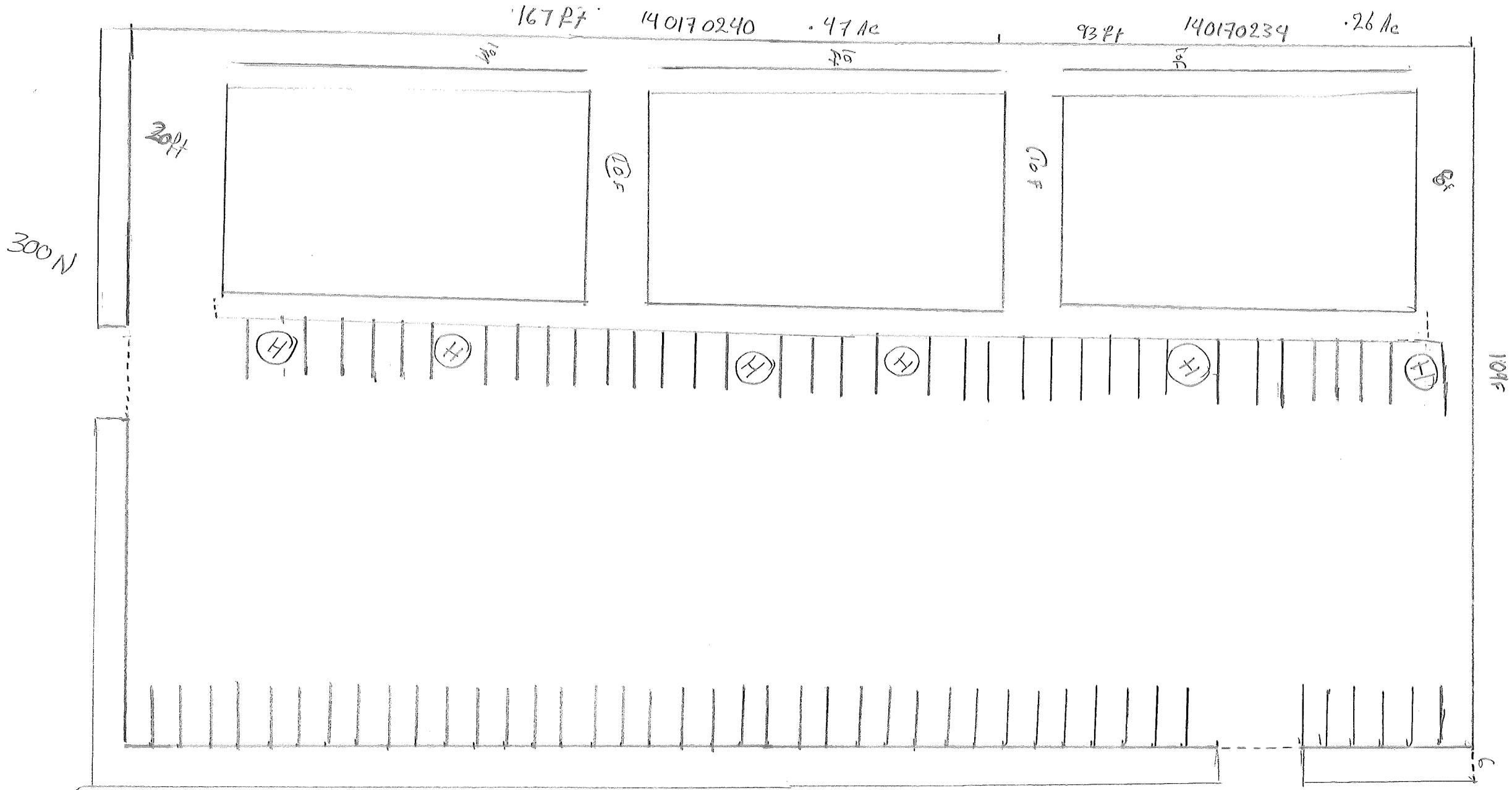
Ceiling Heights  
 First Floor 10 ft. 0 in.

Exterior Wall  
 Wood

Foundation  
 Slab  
 Plan Description

Office Bay 1: 1803 sf  
 Office Bay 2: 1354 sf

**Concept Plan**





**Jean & Julie Shoae**, Owners  
Principal Broker, CDPE, SFR  
REALTOR® e-PRO®, CLHMS, GRI, SFR

City of American Fork  
275 E. 200 N.  
American Fork, UT 84003

RE: Parcel #'s: 14:017:0240 & 14:017:0234 [ @ 300 North / North Utah County Blvd ]  
Zoning Change Request / Development of Property

To Whom It May Concern:

The adjoining parcels (TAX ID#'s: 14:017:0240 & 14:017:0234) that we are purchasing from the County are currently a vacant lot which is located on the corner of 300 North and with the frontage on North Utah County Boulevard. The current zoning is R-1. The speed limit on 300 N is 35 miles/per hour and on North Utah County Boulevard it is 40 miles/per hour. We believe that the building of residential properties on these parcels will not only be a danger for children living near such busy roads, but also cars backing out onto the busy highway. Also, it is not a desirable location for residential homes due to the intersection being equipped with four-way traffic lights.

We believe that the best use of this land would be Professional Office use. Our desire is that the zoning change from R-1 to PO-1 so that we can develop (3) 3,157 (+/-) square foot office condos (a RE/MAX Real Estate Brokerage and two Medical Office Suites).

If you have any questions, or need any additional information, please call us at 801-360-9351.

Sincerely,

Jean & Julie Shoae

191 S 500 E | American Fork, Utah 84003  
Jean: (801) 360-9351 • Julie: (801) 367-3711  
Office: (801) 756-0508 □ Fax: (866) 848-9968  
E-Mail : [ShoaeTeam@RemaxSelectUtah.com](mailto:ShoaeTeam@RemaxSelectUtah.com) □ Website : [www.RemaxSelectUtah.com](http://www.RemaxSelectUtah.com)

Attachment: 2. Application (1400 : Land Use Map 300 N 1100 E)

AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 3, 2016  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS:

Hearing, review and action on a land use map amendment from the Residential Low Density designation to the Professional Office designation, located at 300 North 1100 East.

Hearing, review and action on a zone map amendment from the R1-12,000 Residential zone to the PO-1 (Professional Office) zone, located at 300 North 1100 East.

ACTION REQUESTED: Recommendation of approval for land use and zone map amendments.

BACKGROUND INFORMATION					
Location:		300 North 1100 East			
Applicant:		Jean and Julie Shoae			
Existing Land Use:		Vacant			
Proposed Land Use:		Professional Office			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential			
Existing Zoning:		R1-12,000			
Proposed Zoning:		PO-1 (Professional Office)			
Surrounding Zoning:	North	Rural Residential 5 (Utah County)			
	South	R1-12,000			
	East	RA-1 (Residential Agriculture)			
	West	PR-3.0 (Planned Residential)			
Land Use Plan Designation:		Residential Low Density (Current Designation)			
Zoning within Land Use Plan?		X	Yes (Current Zoning)		No

PROJECT DESCRIPTION:

Requests for recommendations of approval for land use and zone map amendments for property located in the area of 300 North 1100 East.

Background

The area at the northwest corner of 300 North and 1100 East was annexed into City about two years ago and given a zone designation of R1-12,000; in accordance with the City's Land Use Map designation of "Low Density Residential". Utah County owned the parcels at the time of annexation as they were obtained for the widening of 1100 East and homes were removed.

The applicants, Mr. and Mrs. Shoae, have obtained the parcels which total approximately .75 acres, and are requesting both Land Use and Zone Map amendments to change the designation from "Low Density Residential" to "Professional Office" and the zoning from R1-12,000 to PO-1. Given the busy nature of the intersection, it is argued that it no longer is conducive to residential uses and the character of the intersection has changed from that of residential to more of professional office. The applicants intend to build an office structure that would house both real estate and medical professionals.

#### POTENTIAL MOTIONS:

##### APPROVAL

Mr. Chairman, I move that we recommend approval of a land use map amendment in the area of 300 North 1100 East from the Residential Low Density designation to the Professional Office designation.

Mr. Chairman, I move that we recommend approval of a zone map amendment in the area of 300 North 1100 East from the R1-12,000 zone to the PO-1 (Professional Office) zone.

##### DENIAL

Mr. Chairman, I move that we recommend denial of a land use map amendment in the area of 300 North 1100 East from the Residential Low Density designation to the Professional Office designation.

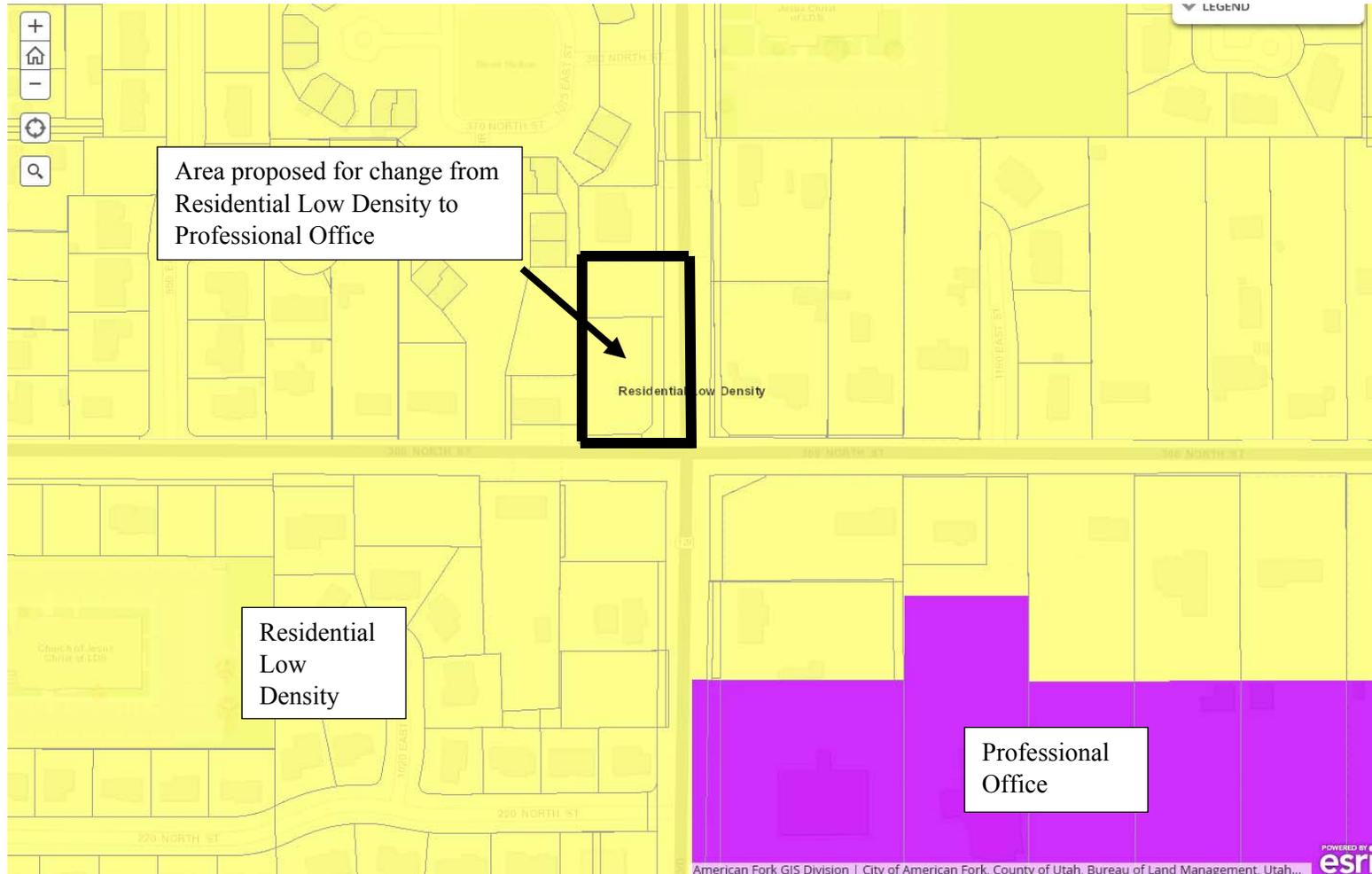
Mr. Chairman, I move that we recommend denial of a zone map amendment in the area of 300 North 1100 East from the R1-12,000 zone to the PO-1 (Professional Office) zone.

##### TABLE

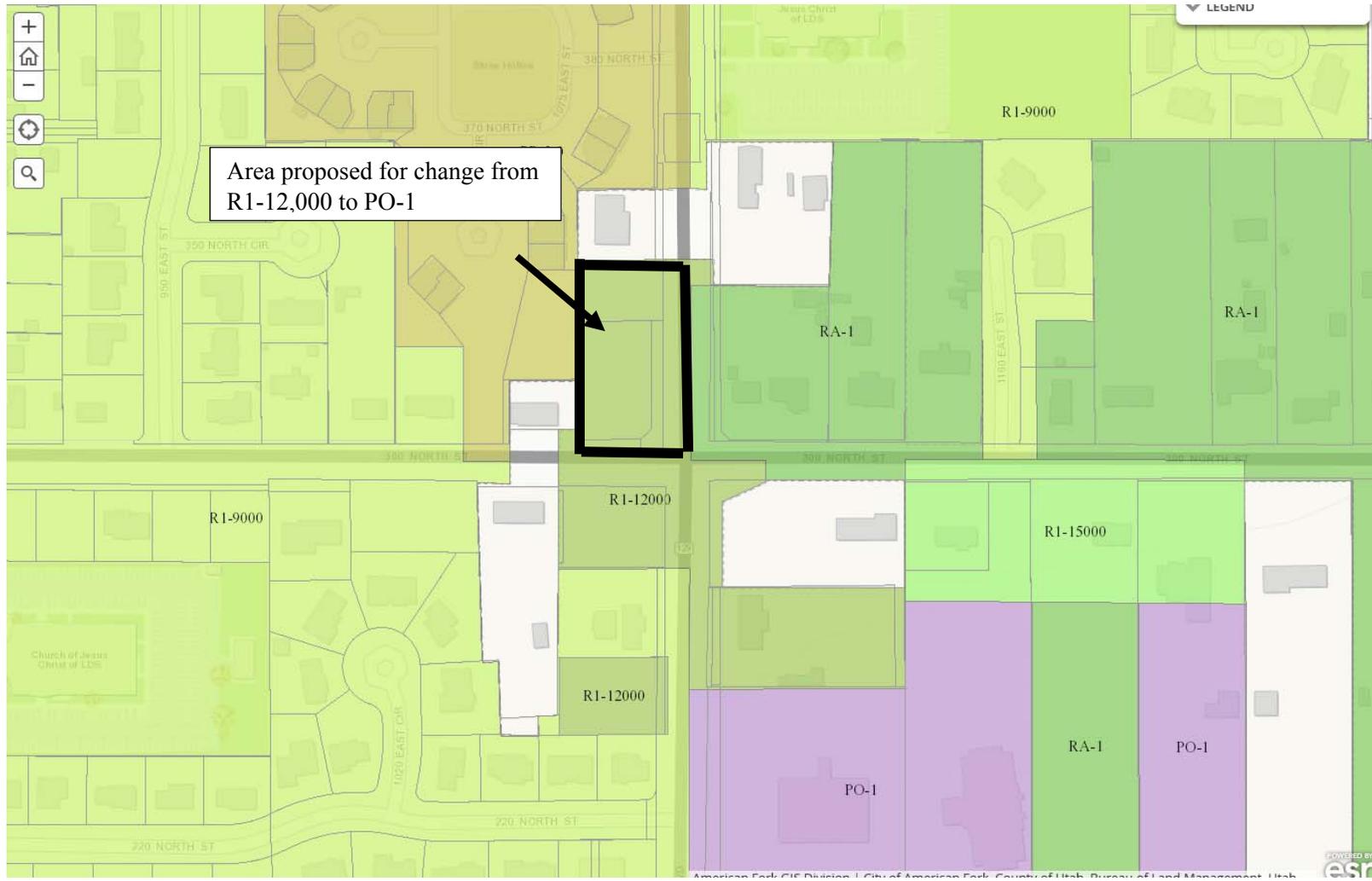
Mr. Chairman, I move that we table the land use map amendment in the area of 300 North 1100 East.

Mr. Chairman, I move that we table the zone map amendment in the area of 1300 North 1100 East.

# Land Use Map



# Zone Map



# UNAPPROVED MINUTES

## AMERICAN FORK CITY PLANNING COMMISSION MINUTES AUGUST 3, 2016

The American Fork City Planning Commission met in regular session on August 3, 2016 at the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m.

Present: John Woffinden, Chairman  
Harold Dudley  
Leonard Hight  
Eric Franson  
Rebecca Staten\*  
Geoff Dupaix

Absent: Christine Anderson  
Nathan Schellenberg

Staff Present: Trent Andrus, Engineer  
Adam Olsen, Senior Planner  
Wendelin Knobloch, Associate Planner  
Terilyn Lurker, City Recorder

Also present: Jean Shoaee, Julie Shoaee, Jordan Shoaee, David Peterson, and Shane Stauffer

### 1. Pledge of Allegiance

Chairman Woffinden welcomed everyone to the meeting. Those present recited the Pledge of Allegiance.

### 2. Hearing, review and action on a land use map amendment from the Residential Low Density to the Professional Office designation located at 300 North 1100 East.

Chairman Woffinden stated items #2 and #3 would be discussed together but separate public hearings and separate action would be taken.

Mr. Olsen explained the request was to change the property from residential to professional office. Utah County acquired the properties when North Utah County Boulevard was widened. The applicant would like to change the designation to professional office in anticipation for real estate and medical offices. With the growth of the area and widening of North Utah County Boulevard, it was no longer conducive to residential on that corner.

Mr. Franson asked what was located behind the property. Mr. Olsen explained there was an RV/Boat parking lot, a home to the west and a group home to the north.

Mr. Dupaix stated he did not think the spacing between the stalls was adequate to allow for backing in and out of the parking stalls. Mr. Olsen stated it would be tight, but the City Engineer

## UNAPPROVED MINUTES

1 thought it might be possible. Mr. Olsen stated that would need to be worked out at the site plan  
2 stage and that would need to meet the parking requirements and the drive aisle requirements.

3  
4 \*Rebecca Staten arrived.

5  
6 Mr. Franson wanted to see the land use map and zone map. He was hesitant to put an island of  
7 professional office in the middle of residential use. Mr. Olsen stated it was residential low  
8 density, but he anticipated the other corners would come in as something similar to professional  
9 office. Mr. Olsen commented that it was in close proximately to professional office to the south  
10 on the east side.

11  
12 Chairman Woffinden stated that the hospital keeps creeping farther north and wanted to expand  
13 to the north.

14  
15 Mr. Andrus had no concerns, other than the parking that would need to be cleared up at the site  
16 plan approval. He noted that according to the city's access management manual, residential  
17 driveways could not connect to an arterial road which is what North Utah County Boulevard  
18 was. The existing homes had access prior to the widening of the road.

19  
20 Public Hearing on Land Use Map amendment: There were no public comments.

21  
22 Mr. Shoaee was present and stated they wanted to purchase the property which has been vacant  
23 for many years. The road was now 40 mph along North Utah County Boulevard and 30 mph  
24 along 300 North and he felt it was a safety issue with children as the speed limit was too high for  
25 residential. He commented that their contractor has built many buildings around the hospital and  
26 the concept would be similar to what already existed on North Utah County Boulevard. The  
27 parking plan was quickly drawn up, but he did not have specifics on it. They are waiting for  
28 approval before they move forward with drawings. They do have a couple of doctors interested  
29 in moving into the units. Mr. Shoaee pointed out that the white fencing along the Stone Hollow  
30 PUD storage area would continue all the way to 300 North.

31  
32 Ms. Staten asked if they had heard from residents in the area. Mr. Olsen stated they did put the  
33 sign out but they have not heard from the residents.

34  
35 Ms. Staten asked if they could tie approval contingent upon an approved site plan and if they did  
36 that with the land use amendment or zoning amendment. Mr. Olsen stated it could be tied to both  
37 approvals.

38  
39 **Rebecca Staten moved to recommend approval of a land use map amendment in the area**  
40 **of 300 North 1100 East from the Residential Low Density designation to the Professional**  
41 **Office designation contingent upon an approved site plan. Eric Franson seconded the**  
42 **motion. Voting was as follows:**

43	<b>John Woffinden</b>	<b>Aye</b>
44	<b>Harold Dudley</b>	<b>Aye</b>
45	<b>Leonard Hight</b>	<b>Aye</b>
46	<b>Eric Franson</b>	<b>Aye</b>





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM**    Review and action on an ordinance approving a zone map amendment from the R-1-12,000 Residential zone to the PO-1 Professional Office zone located at 300 North 1100 East.

**SUMMARY RECOMMENDATION**    The planning commission recommended approval of a zone map amendment from the R-1-12,000 Residential zone to the PO-1 Professional Office zone located at 300 North 1100 East conditioned upon the approval of a commercial site plan as stated in the attached minutes of the August 3, 2016 planning commission meeting.

**BACKGROUND**    The applicant proposes to change the R-1-12,000 Residential zone of the parcel located at 300 N 1100 E to the PO-1 Professional Office zone in order to submit a site plan for an office development at a future point in time. 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 R-1-12,000 Residential zone to the PO-1 Professional Office zone located at 300 North 1100 East with the condition that the ordinance will be made effective upon approval of a commercial site plan for the project.

**SUPPORTING DOCUMENTS**

1. Ordinance (DOCX)
2. Application (PDF)
3. Staff report (PDF)
4. Minutes (PDF)

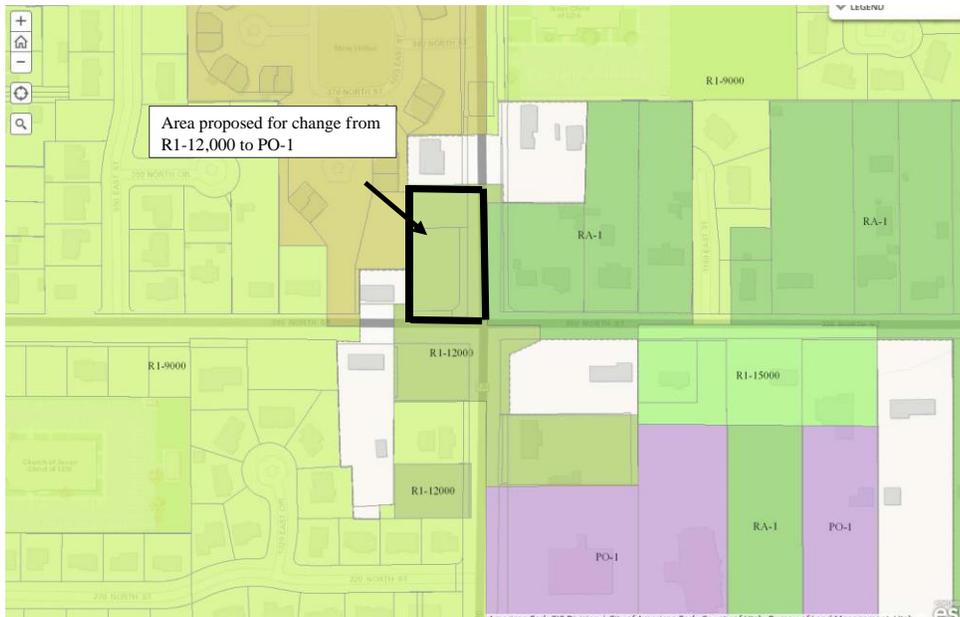
ORDINANCE NO. \_\_\_\_

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, located in the area of 300 North 1100 East from the R-1-12,000 Residential zone to the PO-1 Professional Office zone.

**Zone Map**



Attachment: 1. Ordinance (1401 : Zone Map 300 North 1100 East)

**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 23<sup>rd</sup> DAY OF AUGUST, 2016.

James H. Hadfield, Mayor

ATTEST:

Terilyn Lurker, Deputy Recorder

Attachment: 1. Ordinance (1401 : Zone Map 300 North 1100 East)



**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: North County Plaza  
 Location: @ 300 North / North Utah County Boulevard  
 Description: Best Use of Land  
 Utah County Parcel No(s): 14:017:0240 & 14:017:0234

Property Owner Name: Jean & Julie Shoae

Property Owner Signature: 

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: Jean & Julie Shoae  
 Address: 191 S 500 E, American Fork, UT 84003  
 Telephone: 801-360-9351 Fax: 866-848-9968  
 Email: ShoaeTeam@RemaxSelectUtah.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

**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>.73</u> Current Zone Classification: <u>R-1</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)

Attachment: 2. Application (1401 : Zone Map 300 North 1100 East)

<input checked="" type="checkbox"/>	Does the proposed zone change conform to the Land Use Plan? <input type="checkbox"/> Yes <input checked="" 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>PO-1</u>
<input checked="" type="checkbox"/>	Map illustrating property to be changed.

Link to Development Code

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

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

Attachment: 2. Application (1401 : Zone Map 300 North 1100 East)

# Utah County Parcel Map

## 140170240

52:951:0045  
COMMON AREA...  
9.02 acres

52:951:0045  
COMMON AREA...  
9.02 acres

14:017:0240  
UTAH COUNTY...  
0.47 acres

14:017:0254  
OWARD, NORMA C...  
358 N 1100 EAST - AMERICAN FORK  
Value: \$282,400 -- 0.87 acres

American Fork

N NORTH COUN



140170234

26

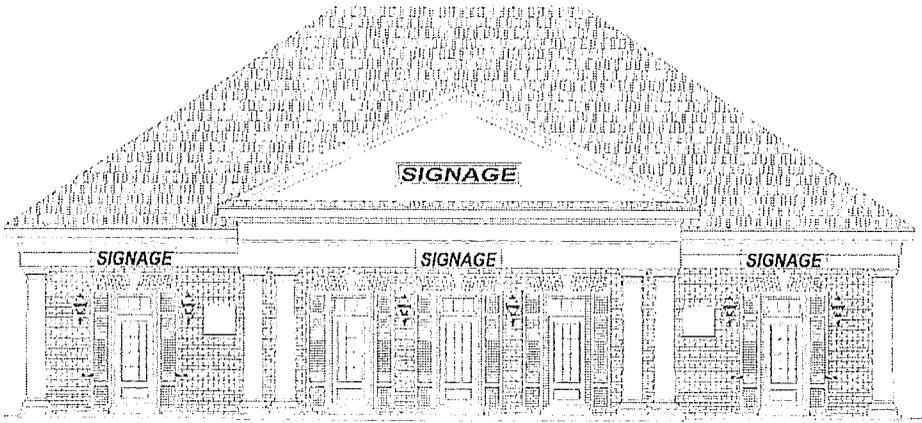
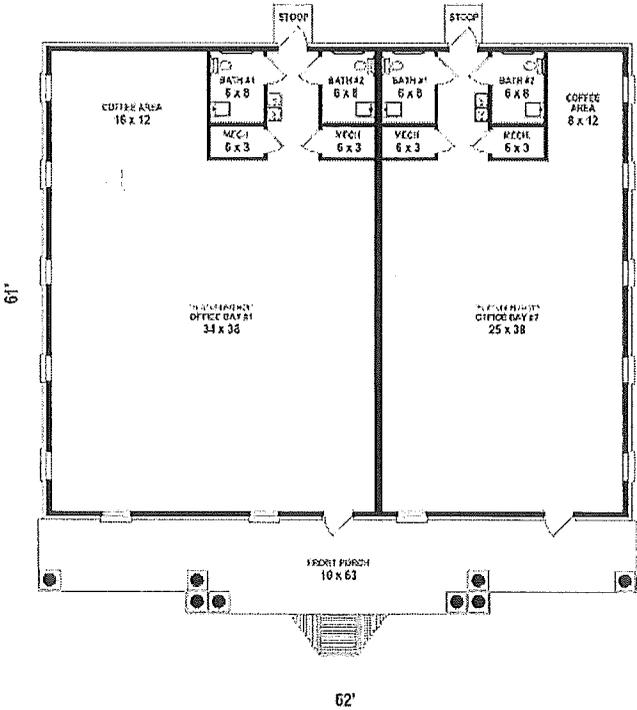
E 300 NORTH ST

14:017:0107  
ALLRED, MILDRED...  
Value: \$61,400 -- 0.5 acres

14:017:0265  
UTAH COUNTY...  
0.45 acres

14:017:0248  
THOMPSON, JAMES T and WINEFORD C...  
1134 E 300 NORTH - AMERICAN FORK  
Value: \$292,400 -- 1.04 acres

Concept Plan



Plan Details  
 Heated Sq. Ft.  
 First Floor 3157 sq. ft.  
 Total 3157 sq. ft.

Unheated Sq. Ft.  
 Porch(es) 550 sq. ft.

Dimensions  
 Width 62 ft. 0 in.  
 Depth 61 ft. 0 in.

Ceiling Heights  
 First Floor 10 ft. 0 in.

Exterior Wall  
 Wood

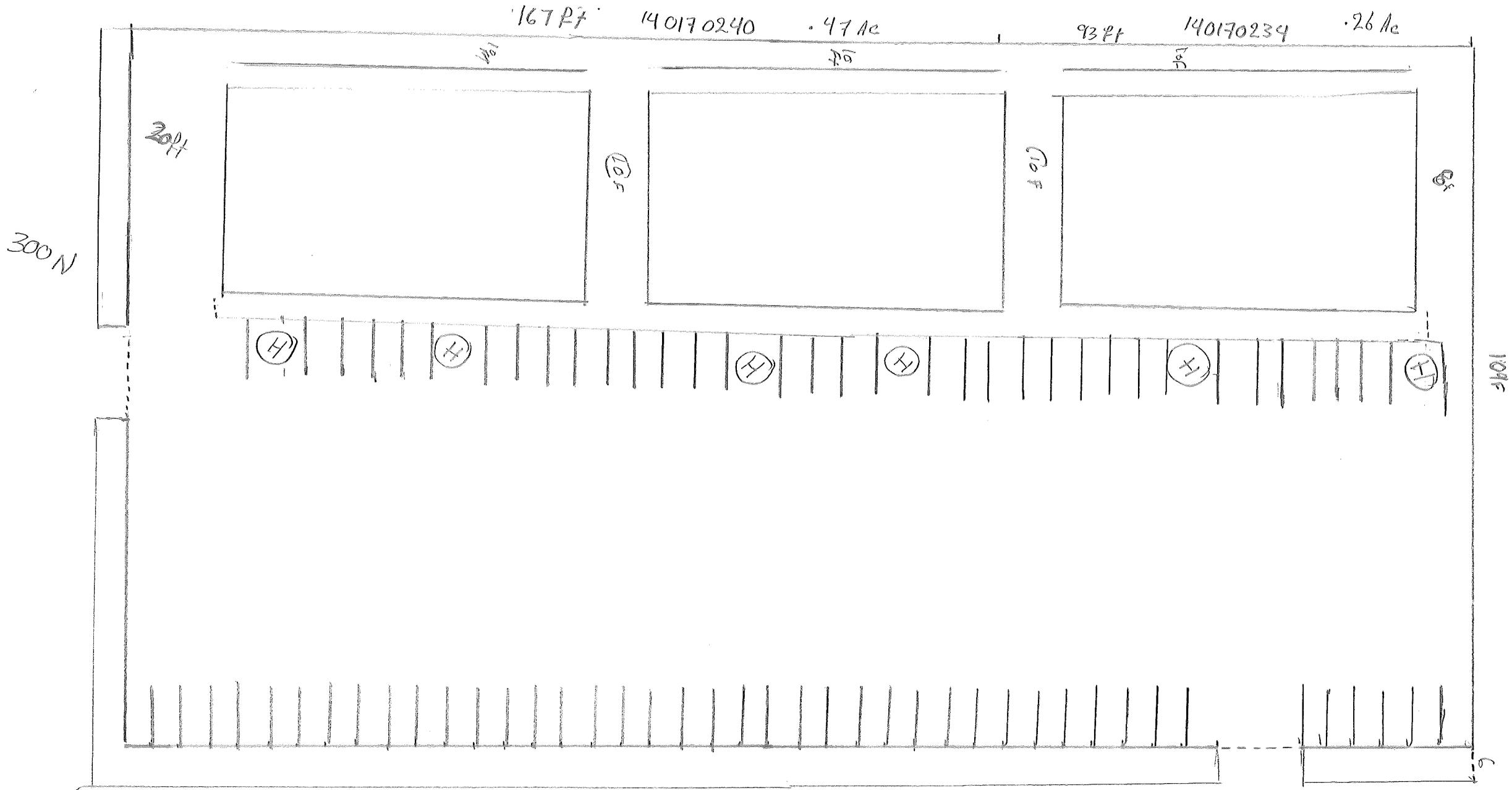
Foundation  
 Slab

Plan Description

Office Bay 1: 1803 sf  
 Office Bay 2: 1354 sf

Attachment: 2. Application (1401 : Zone Map 300 North 1100 East)

**Concept Plan**



Attachment: 2. Application (1401 : Zone Map 300 North 1100 East)



**Jean & Julie Shoae**, Owners  
Principal Broker, CDPE, SFR  
REALTOR® e-PRO®, CLHMS, GRI, SFR

City of American Fork  
275 E. 200 N.  
American Fork, UT 84003

RE: Parcel #'s: 14:017:0240 & 14:017:0234 [ @ 300 North / North Utah County Blvd ]  
Zoning Change Request / Development of Property

To Whom It May Concern:

The adjoining parcels (TAX ID#'s: 14:017:0240 & 14:017:0234) that we are purchasing from the County are currently a vacant lot which is located on the corner of 300 North and with the frontage on North Utah County Boulevard. The current zoning is R-1. The speed limit on 300 N is 35 miles/per hour and on North Utah County Boulevard it is 40 miles/per hour. We believe that the building of residential properties on these parcels will not only be a danger for children living near such busy roads, but also cars backing out onto the busy highway. Also, it is not a desirable location for residential homes due to the intersection being equipped with four-way traffic lights.

We believe that the best use of this land would be Professional Office use. Our desire is that the zoning change from R-1 to PO-1 so that we can develop (3) 3,157 (+/-) square foot office condos (a RE/MAX Real Estate Brokerage and two Medical Office Suites).

If you have any questions, or need any additional information, please call us at 801-360-9351.

Sincerely,

Jean & Julie Shoae

191 S 500 E | American Fork, Utah 84003  
**Jean: (801) 360-9351 • Julie: (801) 367-3711**  
Office: (801) 756-0508 □ Fax: (866) 848-9968  
E-Mail : [ShoaeTeam@RemaxSelectUtah.com](mailto:ShoaeTeam@RemaxSelectUtah.com) □ Website : [www.RemaxSelectUtah.com](http://www.RemaxSelectUtah.com)

Attachment: 2. Application (1401 : Zone Map 300 North 1100 East)

AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 3, 2016  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS:

Hearing, review and action on a land use map amendment from the Residential Low Density designation to the Professional Office designation, located at 300 North 1100 East.

Hearing, review and action on a zone map amendment from the R1-12,000 Residential zone to the PO-1 (Professional Office) zone, located at 300 North 1100 East.

ACTION REQUESTED: Recommendation of approval for land use and zone map amendments.

BACKGROUND INFORMATION					
Location:		300 North 1100 East			
Applicant:		Jean and Julie Shoae			
Existing Land Use:		Vacant			
Proposed Land Use:		Professional Office			
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Residential			
Existing Zoning:		R1-12,000			
Proposed Zoning:		PO-1 (Professional Office)			
Surrounding Zoning:	North	Rural Residential 5 (Utah County)			
	South	R1-12,000			
	East	RA-1 (Residential Agriculture)			
	West	PR-3.0 (Planned Residential)			
Land Use Plan Designation:		Residential Low Density (Current Designation)			
Zoning within Land Use Plan?		X	Yes (Current Zoning)		No

PROJECT DESCRIPTION:

Requests for recommendations of approval for land use and zone map amendments for property located in the area of 300 North 1100 East.

Background

Attachment: 3. Staff report (1401 : Zone Map 300 North 1100 East)

The area at the northwest corner of 300 North and 1100 East was annexed into City about two years ago and given a zone designation of R1-12,000; in accordance with the City's Land Use Map designation of "Low Density Residential". Utah County owned the parcels at the time of annexation as they were obtained for the widening of 1100 East and homes were removed.

The applicants, Mr. and Mrs. Shoae, have obtained the parcels which total approximately .75 acres, and are requesting both Land Use and Zone Map amendments to change the designation from "Low Density Residential" to "Professional Office" and the zoning from R1-12,000 to PO-1. Given the busy nature of the intersection, it is argued that it no longer is conducive to residential uses and the character of the intersection has changed from that of residential to more of professional office. The applicants intend to build an office structure that would house both real estate and medical professionals.

#### POTENTIAL MOTIONS:

##### APPROVAL

Mr. Chairman, I move that we recommend approval of a land use map amendment in the area of 300 North 1100 East from the Residential Low Density designation to the Professional Office designation.

Mr. Chairman, I move that we recommend approval of a zone map amendment in the area of 300 North 1100 East from the R1-12,000 zone to the PO-1 (Professional Office) zone.

##### DENIAL

Mr. Chairman, I move that we recommend denial of a land use map amendment in the area of 300 North 1100 East from the Residential Low Density designation to the Professional Office designation.

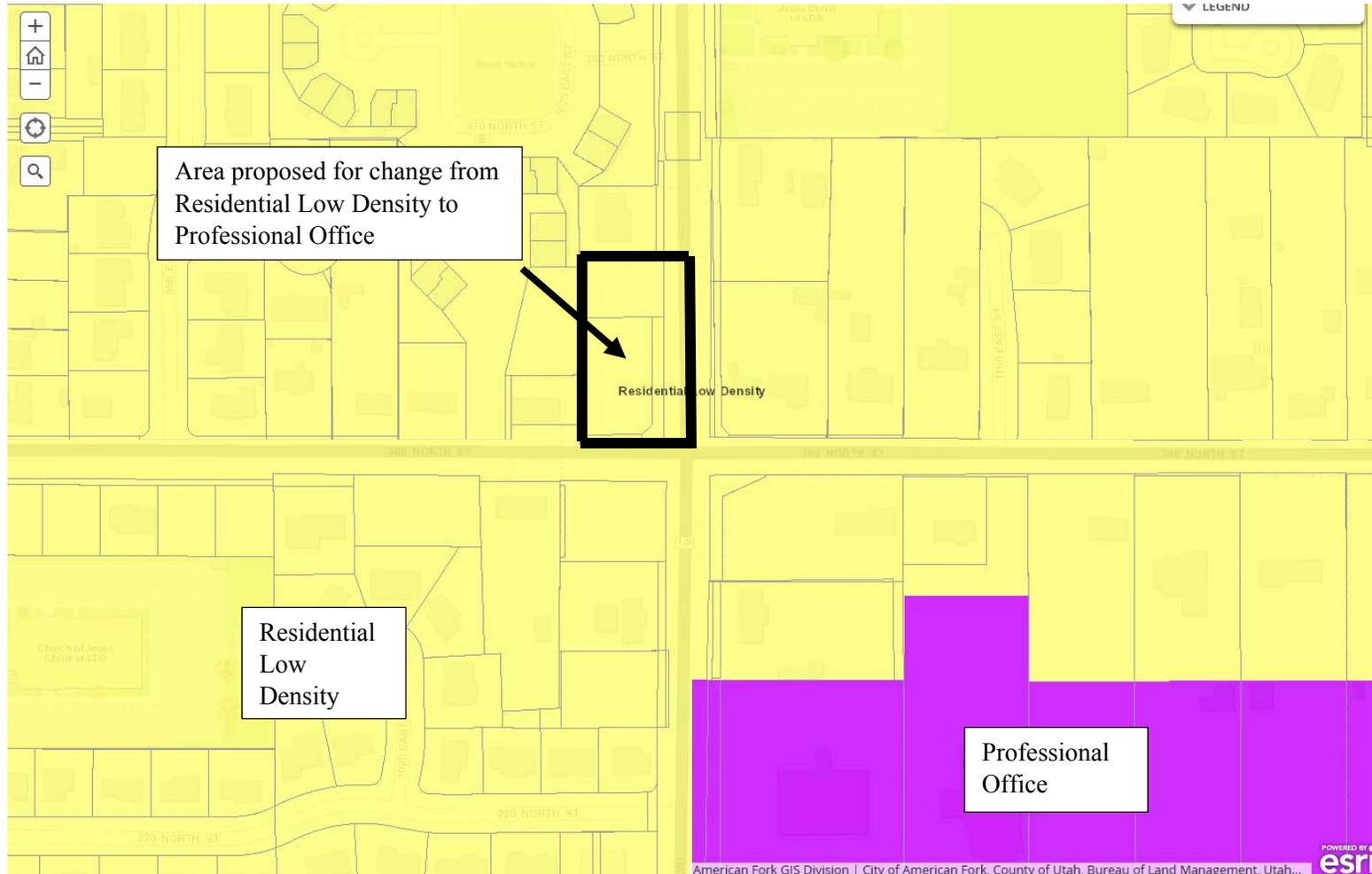
Mr. Chairman, I move that we recommend denial of a zone map amendment in the area of 300 North 1100 East from the R1-12,000 zone to the PO-1 (Professional Office) zone.

##### TABLE

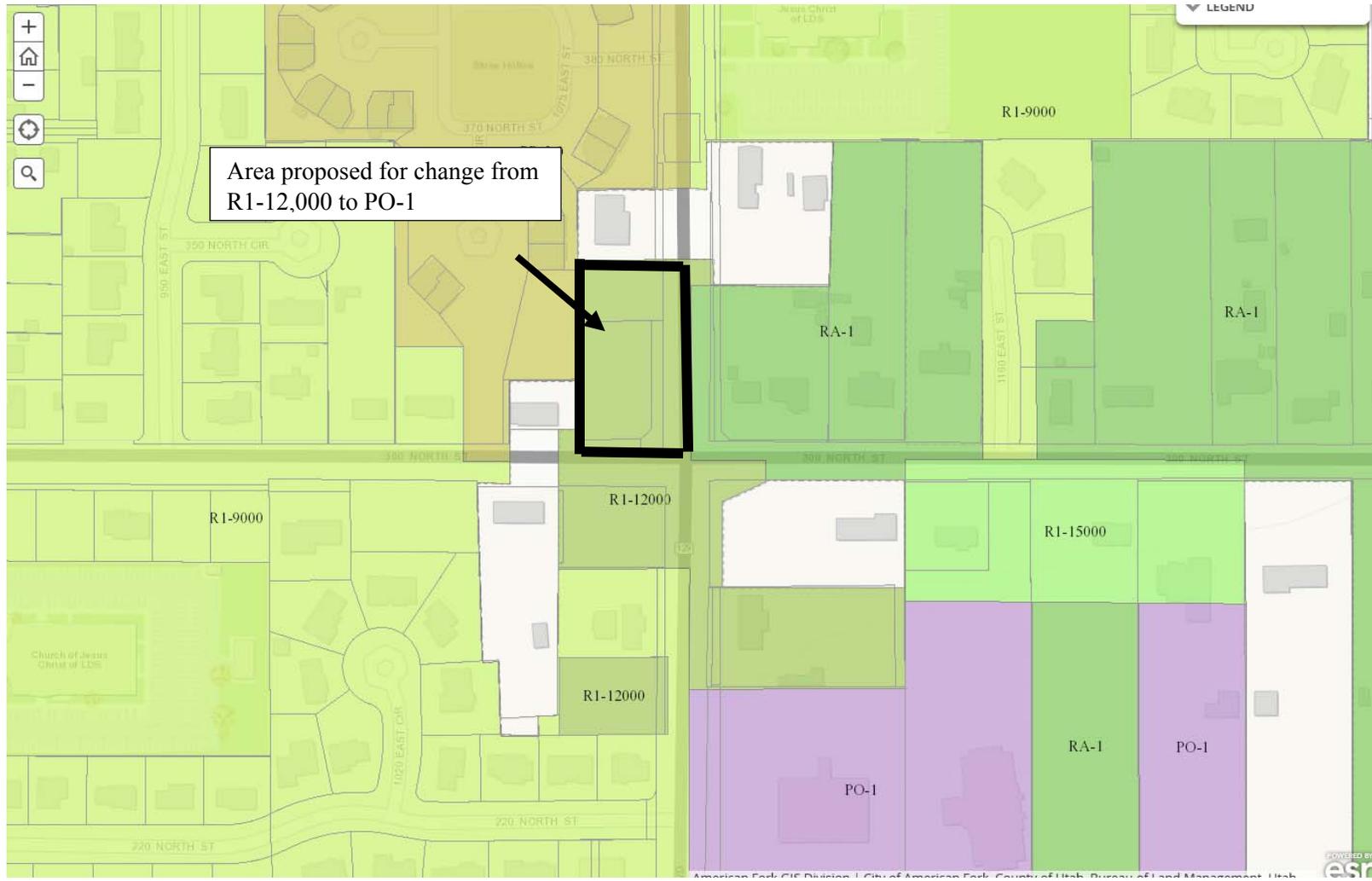
Mr. Chairman, I move that we table the land use map amendment in the area of 300 North 1100 East.

Mr. Chairman, I move that we table the zone map amendment in the area of 1300 North 1100 East.

# Land Use Map



# Zone Map



# UNAPPROVED MINUTES

1 **Rebecca Staten**

**Aye**

2 **Geoff Dupaix**

**Aye**

3 **The motion passed.**

4  
5 3. Hearing, review and action on a zone map amendment from the R-1-12,000 Residential  
6 zone to the PO-1 Professional Office zone located at 300 North 1100 East.

7 Public Hearing on Zone Map Amendment: There were no public comments.

8  
9 **Rebecca Staten moved to recommend approval of a zone map amendment in the area of**  
10 **300 North 1100 East from the R1-12,000 zone to the PO-1 (Professional Office) zone**  
11 **contingent upon the approval of a site plan. Eric Franson seconded the motion. Voting was**  
12 **as follows:**

13 **John Woffinden**

**Aye**

14 **Harold Dudley**

**Aye**

15 **Leonard Hight**

**Aye**

16 **Eric Franson**

**Aye**

17 **Rebecca Staten**

**Aye**

18 **Geoff Dupaix**

**Aye**

19 **The motion passed.**

20  
21 4. Hearing, review and action on an amended site plan for Standard Plumbing to enlarge an  
22 outdoor storage area, located at 552 East 620 South, in the GC-2 Planned Commercial  
23 zone.

24 Mr. Olsen stated a site plan for Standard Plumbing had been approved in early 2015 and part of  
25 the approval was for outside sales and storage. The business was growing and they were looking  
26 for additional outside sales and storage. They were proposing to expand to the north of the  
27 building that was currently vacant. He pointed out the landscaping along 620 South would  
28 remain. Mr. Olsen stated that when they did recommend approval in 2015, one of the conditions  
29 was that all materials stored outside had to be at least one foot below the top of the fence and he  
30 would recommend they include that condition which was included in the staff report.

31 Mr. Andrus had nothing to add.

32 Public Hearing: There were no comments.

33  
34 Mr. David Peterson was there to answer any questions.

35  
36 Chairman Woffinden stated that the plan shows a 24-foot gate on the west end and he questioned  
37 if that was a good location as it was close to the access onto 620 South. Mr. Peterson stated the  
38 other location would be tight to make the corner and get into the lot. Chairman Woffinden was  
39 concerned about trucks getting into that gate.

40  
41 Mr. Franson asked if they knew how many trips per day there would be in and out of the gate.  
42 Mr. Peterson was unsure of that, but stated that they would be adding a True Value Hardware  
43 into store and they would be placing lawn and garden products there.  
44  
45  
46

Attachment: 4. Minutes (1401 : Zone Map 300 North 1100 East)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM** Ordinance approving an amended commercial site plan for Standard Plumbing to enlarge an outdoor storage area, located at 552 East 620 South, in the GC-2 Planned Commercial zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the amended commercial site plan for Standard Plumbing to enlarge an outdoor storage area with the condition that additional landscaping will be installed to create a visual screen along the north of the property as stated in the attached minutes of the August 3, 2016 planning commission meeting.

**BACKGROUND** The applicant proposes to enlarge the currently existing outdoor storage area on the eastern side of the building by adding additional fenced storage on the northern side. The business has grown and will add a True Value franchise, which will display goods for purchase in the yard area. The planning commission approved the application conditioned upon the provision of additional landscaping to screen the storage area on the northern side of the building. The site plan that was resubmitted after the planning commission meeting shows the addition of 15 shrubs which provide a visual screen for approximately 33% of the newly added fence line. 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 Standard Plumbing to enlarge an outdoor storage area, located at 552 East 620 South, in the GC-2 Planned Commercial zone, with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the August 3, 2016 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Ordinance (DOC)
2. Site Plan (PDF)

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

**ORDINANCE NO.**

**AN ORDINANCE APPROVING AN AMENDED COMMERCIAL SITE PLAN FOR STANDARD PLUMBING TO ENLARGE AN OUTDOOR STORAGE AREA, LOCATED AT 552 EAST 620 SOUTH, IN THE GC-2 PLANNED COMMERCIAL ZONE.**

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

**PART I****DEVELOPMENT APPROVED - ZONE MAP AMENDED**

- A. The amended commercial site plan for Standard Plumbing located at 552 East 620 South, as set forth in the attachment, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans is 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 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 23<sup>rd</sup> DAY OF AUGUST, 2016.**

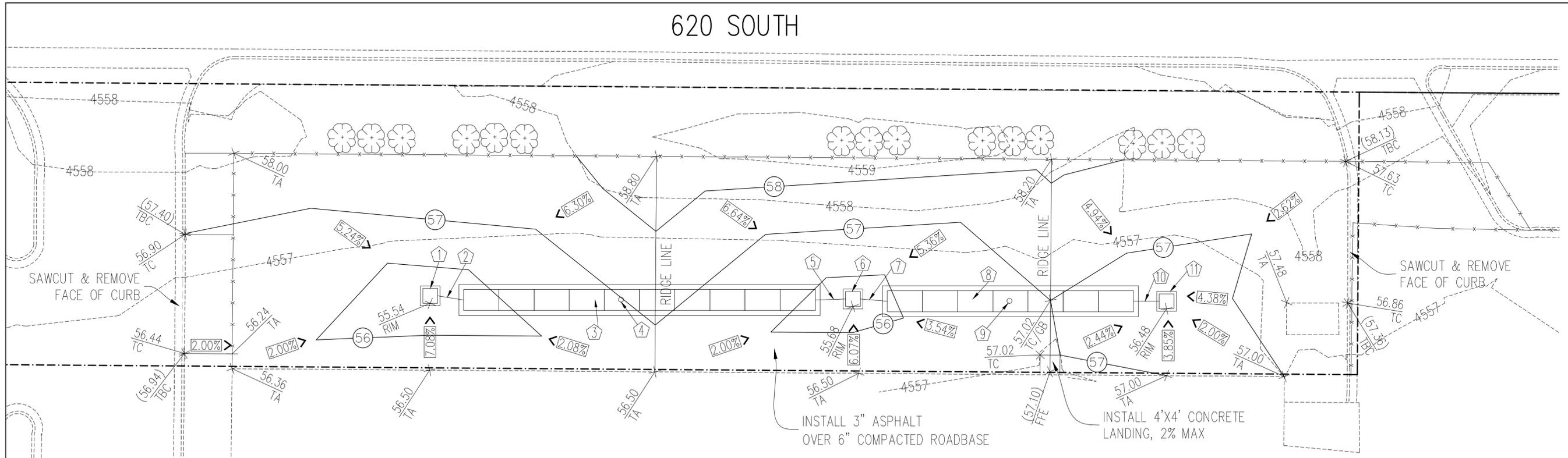
James H. Hadfield, Mayor

ATTEST:

Terilyn Lurker, City Recorder



# 620 SOUTH



## EXISTING STANDARD PLUMBING BUILDING

**Standard Plumbing Supply - Lawn and Garden Display Area Addition**  
**Storm Water Calculations - 100 year**  
 21-Jul-16

The storm drain calculations were performed using the rational method.

**Hydrologic Calculations**

**CA CALCULATION**

	C	Area (sf)	C * A
Paved/Roof	0.9	10064	9058
Landscape	0.2	160	32
<b>Total CA</b>		<b>10224</b>	<b>9090</b>

The assumed percolation rate used was 30 minutes/mch  
 The infiltration area for the stormtech chambers is the bottom area  
 The infiltration area = 782 s.f.  
 The infiltration rate = (782 s.f.) / (1 inch/30 min. x (1 ft/12 inch) (1 min./60 sec.)) = 0.04 cfs

**Retention calculations**

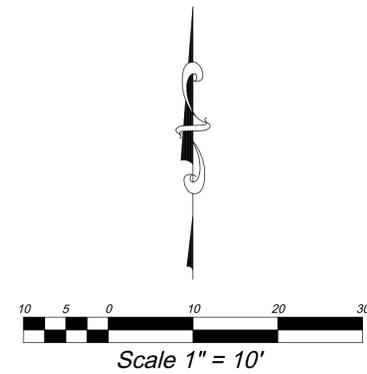
Lapsed Time (min.)	Rainfall intensity (in/hr)	Total Rainfall (in)	Rainfall Volume (cu.ft.)	Release Volume (cu.ft.)	Required Storage (cu.ft.)
A	B	C	D	E	F
15	4.50	1.15	871	33	839
30	3.00	1.50	1136	65	1071
45	2.25	1.69	1280	98	1182
60	1.85	1.85	1401	130	1271
90	1.30	1.95	1477	196	1282
120	1.00	2.00	1515	261	1254
180	0.70	2.10	1591	391	1200
360	0.45	2.70	2045	782	1263
720	0.25	3.00	2272	1564	708
1440	0.15	3.60	2727	3128	-401

Required Retention Storage = 1,282 cf

Notes:  
 A, B, & C are based upon A.F. City Precip. Table (100-year)  
 $D = C / (12 \text{ inches/foot}) \times \text{total acreage of site} \times 43,560 \text{ s.f./acre} \times \text{run-off coefficient}$ , where Q=CIA and V=CIA  
 $E = \text{infiltration rate} \times A \times 60 \text{ sec.}$   
 $F = D - E$  to determine storage volume

**Discussion**

- (17) SC-740 Stormtech chambers with 6" gravel under (74.9 c.f. each) = 1,273 c.f.
- (3) catch basins have a volume = 81 c.f.
- Total system holds 1,354 c.f. which exceeds the retention storage of 1,282 c.f.



**GRADING LEGEND**

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
EA	EDGE OF ASPHALT
RIM	RIM ELEVATION
FL	FLOWLINE
EG	EXIST GROUND
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
IE	INVERT ELEVATION
→	DIRECTION OF DRAINAGE
—(00.00)	EXISTING ELEVATION
—(00.00) TBC	PROPOSED ELEVATION
—4808	EXISTING CONTOUR
—(00)	PROPOSED CONTOUR
⊙	STORM DRAIN KEYED NOTE

**NOTES TO CONTRACTOR**

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

**STORM DRAIN KEYED NOTES**

NOTE TO CONTRACTOR ABOUT GROUND WATER. CONTRACTOR TO EXCAVATE A 6 FOOT DEEP HOLE AND LET IT SIT FOR 1 DAY TO VERIFY GROUND WATER LEVEL PRIOR TO INSTALLATION OF STORMTECH SYSTEM. IF WATER IS IN THE HOLE, CONTACT DESIGN ENGINEER TO MODIFY DESIGN AS NEEDED.

- INSTALL 3'X3' INLET BOX, GRATE=4555.54, 15" IE OUT=4551.49, INSTALL FLEXSTORM INLET FILTER WITH PC BAG INSIDE BOX.
- INSTALL 5 L.F. 15" ADS HP STORM PIPE @ S=2%
- INSTALL (10) SC-740 STORMTECH CHAMBERS W/ 6" GRAVEL UNDERNEATH. TOP OF GRAVEL=4554.39, TOP OF THE CHAMBERS=4553.89, BOTTOM OF CHAMBERS=4551.39, BOTTOM OF GRAVEL=4550.89. INSTALL SYSTEM ACCORDING TO STORMTECH STANDARDS AND SPECIFICATIONS. SEE DETAILS ON SHEET C3. 15" INVERT INTO CHAMBERS=4551.39.
- INSTALL INSPECTION PORT
- INSTALL 6 L.F. 15" ADS HP STORM PIPE @ S=2%
- INSTALL 3'X3' INLET BOX, GRATE=4555.68, 15" IE OUT=4551.51, INSTALL FLEXSTORM INLET FILTER WITH PC BAG INSIDE BOX.
- INSTALL 6 L.F. 15" ADS HP STORM PIPE @ S=2%
- INSTALL (7) SC-740 STORMTECH CHAMBERS W/ 6" GRAVEL UNDERNEATH. TOP OF GRAVEL=4554.39, TOP OF THE CHAMBERS=4553.89, BOTTOM OF CHAMBERS=4551.39, BOTTOM OF GRAVEL=4550.89. INSTALL SYSTEM ACCORDING TO STORMTECH STANDARDS AND SPECIFICATIONS. SEE DETAILS ON SHEET C3. 15" INVERT INTO CHAMBERS=4551.39.
- INSTALL INSPECTION PORT
- INSTALL 5 L.F. 15" ADS HP STORM PIPE @ S=2%
- INSTALL 3'X3' INLET BOX, GRATE=4556.48, 15" IE OUT=4551.49, INSTALL FLEXSTORM INLET FILTER WITH PC BAG INSIDE BOX.



**REVISIONS**

Rev.	Date	Description

**OWNER/DEVELOPER: STANDARD PLUMBING**  
 9150 South 300 West  
 Sandy, Utah 84070  
 (801) 233-4090

**EXCEL ENGINEERING**  
 David W. Peterson, P.E., License #270393  
 12 West 100 North, Suite 201, American Fork, UT 84003  
 P: (801) 756-4504; david@excelcivil.com

**STANDARD PLUMBING**  
 AMERICAN FORK UTAH

Drawn by: D.W.P.  
 Designed by: D.W.P.  
 Checked by: D.W.P.

**DISPLAY AREA ADDITION GRADING & DRAINAGE PLAN**

Scale: 1"=10'  
 Date: 07/26/16  
 C2



**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. Resetting 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 Breast 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

**UTILITIES**

- The following utilities are known to be located within the limits of this project:

COMPANY	CONTACT	PHONE
QWEST	- TELEPHONE	Darren Keller (801) 356 6975
ROCKY MNT. POWER	- POWER	Teria Walker (888) 221 7070
COMCAST	- CABLE	Heidi Hawkey (801) 401 3023
QUESTAR GAS	- GAS	Gaylan Sorensen (801) 370 6577
AMERICAN FORK CITY	- WATER	Jay Brems (801) 404 6129
AMERICAN FORK CITY	- SEWER	Aaron Brems (801) 404 6126
AMERICAN FORK CITY	- STORM	Aaron Brems (801) 404 6126
AMERICAN FORK CITY	- SWPPP	Harlan Nielsen (801) 404 6361
AMERICAN FORK CITY	- P.I.	Jay Brems (801) 404 6129
AMERICAN FORK CITY	- PLANNING	Adam Olsen (801) 763 3000
AMERICAN FORK CITY	- ENGINEERING	Nestor Gallo (801) 763 3060
FIRE MARSHALL	- FIRE DEPT	Doug Bateman (801) 404 6364
FIRE & RESCUE		911
- 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.

**TRAFFIC CONTROL**

- 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.
- At 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.

**EROSION AND SEDIMENT CONTROL**

- The Contractor or Developer is responsible for submitting a Notice of Intent (NOI) to be reviewed and approved by the Utah DWQ.
- The NOI must be submitted to DWQ 45 days prior to the start of construction and may entitle coverage under the Utah DWQ General Permit for Storm Water Discharges associated with construction activity. A project location map must be submitted with the NOI.
- 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 un-worked 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.

**WATER LINE**

- 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, 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 topping 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.

**SANITARY SEWER**

- 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.
- 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.

**STORM SEWER**

- All storm water detention and retention areas and major flood routing swales shall be constructed to finish grade and hydro \_ seeded and hydro \_ mulched according to the City of American Fork Standard Specifications.
- Where private storm sewers connect to public storm sewers, the last run of private storm sewer connecting to the public storm sewer shall be Reinforced Concrete Pipe conforming to ASTM Designation C76, Wall B, Class IV for pipe diameters 12 inches to 15 inches, Class III for 18 inches to 24 inch pipes, and 27 inches and larger pipe shall be Class II, unless otherwise shown on the approved construction drawings.
- Granular backfill shall be compacted granular material according to American Fork City Standard Specifications.
- All public storm sewers shall be Reinforced Concrete Pipe conforming to ASTM Designation C76, Wall B, Class IV for pipe diameters 12 inches to 15 inches, Class III for 18 inches to 24 inch pipes, and 27 inches and larger pipe shall be Class II, unless otherwise shown on the approved construction drawings.
- Headwalls and end walls shall be required at all storm sewer inlets or outlets to and from storm water management facilities. Natural stone and/or brick approved by the City Engineer shall be provided on all visible headwalls and/or end walls surfaces.
- Storm inlets or catch basins shall be channelized and have bicycle safe grates. Manhole lids shall include the word STORM.
- Storm sewer outlets greater than 18 inches in diameter accessible from storm water management facilities or watercourses shall be provided with safety grates, as approved by the City Engineer.

**STRIPING AND SIGNING**

- All striping must be done following Utah Department of Transportation guidelines and MUTCD Manual recommendations, current edition.
- All signing must be done following MUTCD Manual recommendations, current edition.
- Only sand-blasting is allowed for removal of existing striping.
- Contractor is responsible for removal of conflicting existing striping.
- Materials used for striping must comply with the Utah Department of Transportation standard specifications.

**MAIL DELIVERY**

- 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.

**USE OF FIRE HYDRANTS**

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

**PRESSURIZED IRRIGATION LINE**

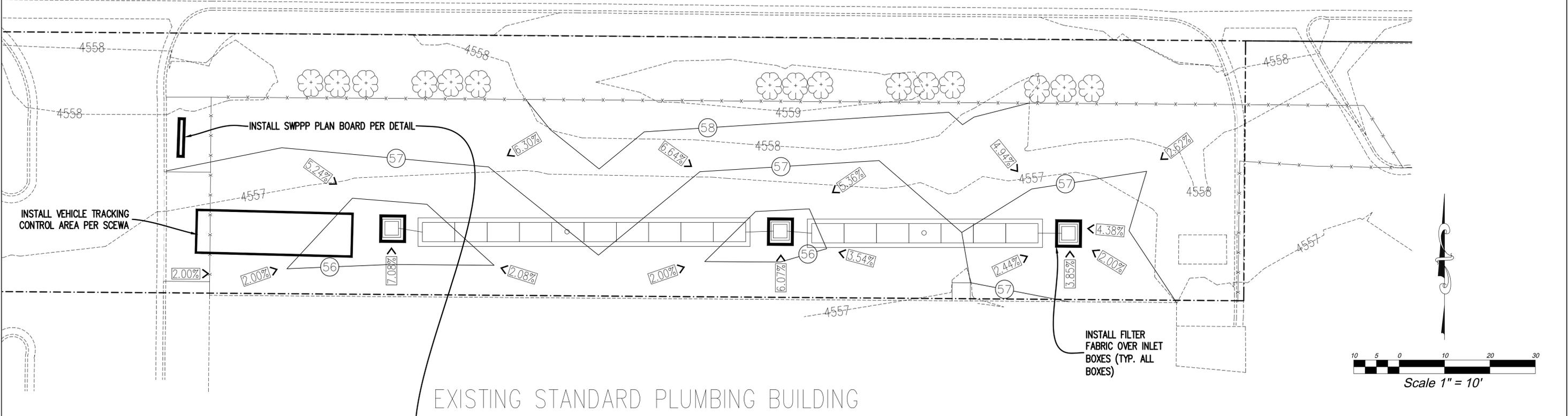
- All Pressurized irrigation line materials shall be provided and installed according to current specifications of the City of American Fork, PI Department.
- All pressurized irrigation pipe with a diameter 3 inches to 12 inches shall be C900 PVC purple pipe.
- Pressure testing shall be performed in accordance with the City of American Fork, Construction and Material Specifications. The Contractor shall submit two (2) sets of "as-built" plans, and a letter stating that the lines have been pressure tested addressed to the City of American Fork, PI Department.
- The Contractor shall notify the City of American Fork, PI Department at (801) 404-6129 Jay Brems at least 24 hours before tapping into existing water lines.
- All pressurized irrigation line 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 pressurized irrigation service. Interruption of pressurized irrigation service shall be minimized and must be approved by the City Engineer.
- All water lines shall be placed at a minimum depth of 2 feet measured from top of finished grade to top of pressurized irrigation line. Pressurized irrigation 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.



REVISIONS		
Rev.	Date	Description

<b>OWNER/DEVELOPER: STANDARD PLUMBING</b>		<b>STANDARD PLUMBING</b>	
9150 South 300 West Sandy, Utah 84070 (801) 233-4090		AMERICAN FORK UTAH	
<b>EXCELE ENGINEERING</b>		AMERICAN FORK STANDARD CONSTRUCTION NOTES	
David W. Peterson, P.E., License #270393 12 West 100 North, Suite 201, American Fork, UT 84003 P: (801) 756-4504; david@excelecivil.com		Drawn by: D.W.P. Designed by: D.W.P. Checked by: D.W.P.	Scale: NTS Date: 07/26/16 C4

# 620 SOUTH



EXISTING STANDARD PLUMBING BUILDING

**SWPPP** Storm Water Pollution Prevention Plan  
 A Utah Pollutant Discharge Elimination System (UPDES) permit covers this construction site, if any Non-Storm water discharge or severe vehicle tracking occurs please call 420-1272.

Project Name: 123abc  
 SWPPP Location: ABC Company Construction Trailer  
 100 W Center  
 SWPPP Contact: John Doe  
 XYZ Environmental  
 801-111-2233

minimum sign dimension 3'x4'

NOI 8.5'x 11"    NOI 8.5'x 11"    SWPPP Drawing 17'x 22"

**BMP: Stabilized Construction Entrance and Wash Area** SCEWA

**OBJECTIVES**

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

**DESCRIPTION:**  
 A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface. The area can be used to spray off vehicles before they leave the site.

**APPLICATIONS:**  
 At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

**INSTALLATION/APPLICATION CRITERIA:**

- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months).
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.
- Provide water to the area that can be used to spray off vehicles as needed to prevent the tracking of mud off of the construction site. This may not be needed during dry periods of work, but is needed when construction is proceeding under wet conditions.
- Provide berming as needed to prevent sediment laden wash water from entering storm water facilities or other water bodies, or leaving the site.

**LIMITATIONS:**

- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.
- Must be situated such that waste water does not run off site.

**MAINTENANCE:**

- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by shoveling and sweeping.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion of driveways.

**TARGETED POLLUTANTS**

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

**IMPLEMENTATION REQUIREMENTS**

- High Impact
- Medium Impact
- Low or Unknown Impact

Adapted from Salt Lake County BMP Fact Sheet

**SWMP CERTIFICATION STATEMENT**

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

PE STAMP, SIGN AND DATE

DISTURBED AREA = 0.23 ACRES

C-VALUE BEFORE CONSTRUCTION = 0.2  
 C-VALUE AFTER CONSTRUCTION = 0.89

NOTE: CIVIL ENGINEER ACCEPTS NO RESPONSIBILITY FOR THE IMPLEMENTATION OF THIS PLAN DURING CONSTRUCTION. SUCH RESPONSIBILITY IS SOLELY THE CONTRACTOR'S.

**SWPPP CONTACT LIST:**

COMPANY	CONTACT	PHONE
AF STORM DRAIN SEWER	Aaron Brems	(801) 404 6162
AF STORM WATER INSPECTOR	Harlan Nielson	(801) 404 6361
AF FLOOD IRRIGATION COMPANY	Ernie Johns	(801) 756 6626
TIMPANOGOS SPECIAL SERVICE DISTRICT	Jon Adams	(801) 756 5231
LEHI CITY SEWER & WATER	Lee Barnes	(801) 836 1036
MITCHELL HOLLOW IRRIGATION	Jeff Mitchell	(801) 367 9026

- EROSION CONTROL NOTES:**
- CONST. A 15'X50'X2" DEEP COBBLE VEHICLE TRACKING CONTROL AREA AS SHOWN ON PLAN. SEE BMP SCEWA
  - INSTALL FILTER FABRIC OVER INLET BOXES. REMOVE AND CLEAN-OUT BOXES PRIOR TO LEAVING THE SITE.
  - CONTRACTOR WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF BMP'S DURING CONSTRUCTION.
  - CONTRACTOR TO WATER SITE AT LEAST WEEKLY OR MORE FREQUENTLY AS NEEDED TO CONTROL DUST POLLUTION.

**REVISIONS**

Rev.	Date	Description

**OWNER/DEVELOPER: STANDARD PLUMBING**  
 9150 South 300 West  
 Sandy, Utah 84070  
 (801) 233-4090

**STANDARD PLUMBING**  
 AMERICAN FORK UTAH

**EXCEC ENGINEERING**  
 David W. Peterson, P.E., License #270393  
 12 West 100 North, Suite 201, American Fork, UT 84003  
 P: (801) 756-4504; david@excecivl.com

**DISPLAY AREA ADDITION**  
 EROSION CONTROL PLAN

Scale: 1"=10'  
 Date: 07/26/16  
 C5



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 3, 2016  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on an amended site plan for Standard Plumbing to enlarge an outdoor storage area, located at 552 East 620 South in the GC-2 (Planned Commercial) zone.

ACTION REQUESTED: Recommendation to City Council.

BACKGROUND INFORMATION					
Location:		552 East 620 South			
Applicants:		Standard Plumbing/David Peterson			
Existing Land Use:		Commercial			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Industrial			
	South	Commercial			
	East	Residential			
	West	Commercial			
Existing Zoning:		GC-2 (Planned Commercial)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	GC-2 (Planned Commercial)			
	East	PC (Planned Community)			
	West	GC-2 (Planned Commercial)			
Land Use Plan Designation:		Design Commercial			
Zoning within density range?		x	Yes		No

### Background

Standard Plumbing was approved in 2015. Part of this approval was the addition of an outside sales and storage area behind the building. As business has grown, so has the need for additional outside sales and storage space. A vacant area exists just to the north of the building; Standard Plumbing requests expansion of the current outside sales and storage area into this vacant property.

It is proposed that the area be closed off with an 8' chain link fence with slats, as has been done on the eastern portion of the property. Should the Planning Commission find this enclosure satisfactory, it is recommended that a condition be set that limits the height of materials stacked in the outside sales and storage area to be no greater than one foot

below the top of the fence, so that materials are not visible above the fence line. This condition was placed on the original approval in 2015.

Consistency with the Land Use Plan:

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

FINDINGS 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 17.7.601 of the Development Code.
2. The outside sales and storage area shall be maintained in an attractive, clean manner.
3. Materials in the outside sales and storage area shall be kept at a height of one foot below the top of the fence.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the amended site plan for Standard Plumbing, located at 552 East 620 South, with the finding and conditions listed above and subject to any findings, conditions and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the amended site plan for Standard Plumbing, located at 552 East 620 South.

TABLE

Mr. Chairman, I move that we table action on the amended site plan for Standard Plumbing, located at 552 East 620 South.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 8/3/2016

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: Standard Plumbing addition

Project Address: 641 South 500 East

Developer / Applicant's Name: David Peterson – Excel 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 8/3/2016 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):**

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

**Plan Submittal:**



## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

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

### Plan Modifications Required:

1. No additional comments.

# UNAPPROVED MINUTES

1 **Rebecca Staten**

**Aye**

2 **Geoff Dupaix**

**Aye**

3 **The motion passed.**

- 4
- 5 3. Hearing, review and action on a zone map amendment from the R-1-12,000 Residential  
 6 zone to the PO-1 Professional Office zone located at 300 North 1100 East.

7 Public Hearing on Zone Map Amendment: There were no public comments.

8

9 **Rebecca Staten moved to recommend approval of a zone map amendment in the area of**  
 10 **300 North 1100 East from the R1-12,000 zone to the PO-1 (Professional Office) zone**  
 11 **contingent upon the approval of a site plan. Eric Franson seconded the motion. Voting was**  
 12 **as follows:**

13 **John Woffinden**

**Aye**

14 **Harold Dudley**

**Aye**

15 **Leonard Hight**

**Aye**

16 **Eric Franson**

**Aye**

17 **Rebecca Staten**

**Aye**

18 **Geoff Dupaix**

**Aye**

19 **The motion passed.**

- 20
- 21 4. Hearing, review and action on an amended site plan for Standard Plumbing to enlarge an  
 22 outdoor storage area, located at 552 East 620 South, in the GC-2 Planned Commercial  
 23 zone.

24 Mr. Olsen stated a site plan for Standard Plumbing had been approved in early 2015 and part of  
 25 the approval was for outside sales and storage. The business was growing and they were looking  
 26 for additional outside sales and storage. They were proposing to expand to the north of the  
 27 building that was currently vacant. He pointed out the landscaping along 620 South would  
 28 remain. Mr. Olsen stated that when they did recommend approval in 2015, one of the conditions  
 29 was that all materials stored outside had to be at least one foot below the top of the fence and he  
 30 would recommend they include that condition which was included in the staff report.

31 Mr. Andrus had nothing to add.

32 Public Hearing: There were no comments.

33

34 Mr. David Peterson was there to answer any questions.

35

36 Chairman Woffinden stated that the plan shows a 24-foot gate on the west end and he questioned  
 37 if that was a good location as it was close to the access onto 620 South. Mr. Peterson stated the  
 38 other location would be tight to make the corner and get into the lot. Chairman Woffinden was  
 39 concerned about trucks getting into that gate.

40

41 Mr. Franson asked if they knew how many trips per day there would be in and out of the gate.  
 42 Mr. Peterson was unsure of that, but stated that they would be adding a True Value Hardware  
 43 into store and they would be placing lawn and garden products there.

# UNAPPROVED MINUTES

1 Mr. Hight did not think they could get a truck in there; he envisioned they would park in the  
2 parking lot and then load there. Mr. Peterson stated the intent was not to have a lot of vehicle  
3 traffic there.

4  
5 Mr. Peterson pointed out that the gate lined up with the drive aisle in the parking lot.

6  
7 Chairman Woffinden asked if this would go to the end of the building. Mr. Peterson stated it  
8 would line up with the front of the building.

9  
10 Mr. Franson asked if it would be similar to IFA or Walmart outside storage/sales and he was told  
11 that was correct.

12  
13 Chairman Woffinden asked if they could add additional landscaping along the fence to add a  
14 visual buffer as there will be residential housing to the north and to the east of this building. He  
15 did not think a chain link fence with white slats would hide what was behind the fence. Mr.  
16 Peterson thought they would be okay with adding more shrubs along the fence.

17  
18 Ms. Staten did not want to create a visual problem with the entrances by adding more  
19 landscaping. Mr. Peterson stated they would not block the view of traffic.

20  
21 Mr. Dupaix asked if they were comfortable with them backing into that access and how they  
22 would propose to do that. Mr. Peterson was not sure how that would happen, but the deliveries  
23 were in the back; this primary purpose was more for public entrance.

24  
25 Mr. Dudley stated one of the conditions of approval in 2015 dealt with allowing access at the  
26 rear to the business adjacent to them. Mr. Olsen commented that cross access would still be  
27 continued.

28  
29 **Geoff Dupaix moved to recommend approval of the amended site plan for Standard**  
30 **Plumbing, located at 552 East 620 South, with the finding and conditions listed and subject**  
31 **to any findings, conditions and modifications listed in the engineering report and subject to**  
32 **additional landscaping to create a visual screen along the north of the property.**

33 *Findings, conditions and modifications:*

- 34 • The proposed site plan meets the criteria as found in Section 17.7.601 of the
- 35 Development Code.
- 36 • The outside sales and storage area shall be maintained in an attractive, clean
- 37 manner.
- 38 • Materials in the outside sales and storage area shall be kept at a height of one foot
- 39 below the top of the fence.
- 40 • All standard conditions of approval and items denoted as “Plan Modification(s)
- 41 Required” in the 8/3/2016 Engineering Division Staff Report for the City Land Use
- 42 Authority shall be addressed on all final project documents.

43 Leonard Hight seconded the motion. Voting was as follows:

44	John Woffinden	Aye
45	Harold Dudley	Aye
46	Leonard Hight	Aye

Attachment: 4 Minutes (1402 - Standard Plumbing Site Plan Amendment)

## UNAPPROVED MINUTES

1	<b>Eric Franson</b>	<b>Aye</b>
2	<b>Rebecca Staten</b>	<b>Aye</b>
3	<b>Geoff Dupaix</b>	<b>Aye</b>
4		<b>The motion carried.</b>
5		

6 5. Hearing, review and action on an amended commercial site plan for an RV dealership,  
 7 located at 992 East State Road, in the GC-1 General Commercial zone.

8 Mr. Olsen stated there was a small red structure on the property and they were proposing an  
 9 addition to the back for storage. He noted they have obtained the BJ Plumbing property and they  
 10 plan on moving to that building in the future, at which point this structure would be torn down.  
 11 This addition would match the existing structure. Mr. Olsen stated the Fire Department has stated  
 12 the gate does not meet fire code and would like a condition of approval that the gate needs to  
 13 meet fire code and be changed if necessary.

14  
 15 Mr. Dupaix stated his only concern is that this is a temporary shed. Mr. Olsen stated they would  
 16 need to follow all building codes and that this was called temporary because they view the  
 17 building as temporary as it would be demolished when they relocate to the BJ Plumbing  
 18 building. Mr. Olsen stated it was started before permits were issued, but the renderings do show  
 19 what it would look like.

20  
 21 Ms. Staten stated this property came before them several years ago with a similar use and there  
 22 was talk about State Street expanding and a pass was given on landscaping requirements. She  
 23 was concerned that there were no improvements and wanted to know what would happen later.  
 24 Mr. Olsen stated that was correct that they did not require the landscaping, but he understood this  
 25 section of State Street was slated for one of the next UDOT projects. When it was widened the  
 26 curb, gutter, sidewalk, park strip and landscaping would be installed by UDOT.

27  
 28 Mr. Andrus had no concerns from Engineering.

29  
 30 Public Hearing: There were no comments.

31  
 32 Mr. Stauffer stated they have done a lot of improvements and cleaned up the area since they have  
 33 purchased the property; they cleared up trees, laid some asphalt and put up fences for security.  
 34 Mr. Stauffer stated their main objective was to move into the BJ building because they have  
 35 outgrown their current building. However, they needed to add on for a place to store extra parts.  
 36 They had agreed to give BJ Plumbing a year or two to relocate. He understood that UDOT  
 37 improvements would come up to the red building and they would not be able to park anything  
 38 there so they intend to tear it down. He stated it basically was temporary.

39  
 40 Mr. Dupaix wanted to make sure it met appropriate building codes.

41  
 42 **Eric Franson moved to approve the amended site plan for an RV dealership building**  
 43 **expansion located at 992 East State Road with the finding as listed in the staff report and**  
 44 **subject to any findings, conditions and modifications listed in the engineering report and**  
 45 **subject to making sure the gate meets fire code and is modified if necessary.**

46 *Findings, conditions and modifications:*



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

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

**AGENDA ITEM**    Review and action on an ordinance approving a commercial site plan for the Roderick North Pointe Lot 2A Office Warehouse, located at 1226 South 630 East in the PI-1 Planned Industrial zone.

**SUMMARY RECOMMENDATION**    The planning commission will act on this application during its August 17, 2016 regular session.

**BACKGROUND**    The planning commission will act on this application at its August 17, 2016 regular session and a verbal report regarding the outcome of the planning commission action will be given during city council meeting. The applicant proposes a second building which will complete the existing Roderick Office Warehouse Project. For further analysis, please refer to the attached site plan and staff report.

**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 the Roderick North Pointe Lot 2A Office Warehouse, located at 1226 South 630 East in the PI-1 Planned Industrial 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 17, 2016 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Ordinance (DOC)
2. Site plan (PDF)
3. Staff report (PDF)

**ORDINANCE NO.**

**AN ORDINANCE APPROVING A COMMERCIAL SITE PLAN FOR THE RODERICK NORTH POINTE LOT 2A OFFICE WAREHOUSE, LOCATED AT 1226 SOUTH 630 EAST IN THE PI-1 PLANNED INDUSTRIAL 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 the Roderick North Pointe Lot 2a Office Warehouse, located at 1226 south 630 east, as set forth in the attachment, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans is 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 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 23<sup>rd</sup> DAY OF AUGUST, 2016.**

James H. Hadfield, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 1. Ordinance (1408 : Roderick Lot 2A)

### Plant List (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
18		Acer campestre	Hedge Maple	2" Caliper 8'-10" Height	Full Head Crown Straight Trunk
15		Acer platanoides 'Royal Red'	Royal Red Maple	2 1/2" Caliper 10'-12" Height	Full Head Crown Straight Trunk
9		Celtis occidentalis	Common Hackberry	2 1/2" Caliper 10'-12" Height	Full Head Crown Straight Trunk
9		Crataegus phaenopyrum	Washington Hawthorn	2" Caliper 8'-10" Height	Full Head Crown Straight Trunk
12		Malus 'Spring Snow'	Spring Snow Crab	2" Caliper 8'-10" Height	Full Head Crown Straight Trunk
14		Picea pungens g. 'Hoopes'	Hoops! Blue Spruce	6" Min. Height Uniform Thick	Full Throughout Specimen
18		Pinus nigra	Austrian Pine	6" Min. Height Uniform Thick	Full Throughout Specimen
5		Pinus nigra 'Arnold Sentinel'	Arnold Sentinel Pine	6" Min. Height Uniform Thick	Full Throughout Specimen

### Plant List (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
43		Berberis thun. 'Crimson Pygmy'	Crimson Pygmy Barberry	5 Gallon	15"-18" Height
57		Caryopteris clandonensis	Blue Mist Spiraea	5 Gallon	18"-24" Spread
27		Euonymus alatus 'Compacta'	Dwarf Burning Bush	5 Gallon	18"-24" Height
31		Physocarpus opul. 'Summer Wine'	Summer Wine Ninebark	5 Gallon	24"-30" Height
43		Pinus mugo mughus 'Slowmound'	Slowmound Mugo Pine	5 Gallon	18"-24" Spread
4		Potentilla frut. 'Gold Drop'	Gold Drop Cinquefoil	5 Gallon	18"-24" Spread
74		Rhus aromatic 'Low Grow'	Grow Low Sumac	5 Gallon	18"-24" Spread
61		Spiraea bumalda 'Gold Mound'	Gold Mound Spiraea	5 Gallon	18"-24" Height
45		Spiraea japonica 'Neon Flash'	Neon Flash Spiraea	5 Gallon	18"-24" Height

### Legend

Symbol	Description	Remarks
	Landscape Boulder / 3'-4' Minimum Diameter Size	Boulder Material To Match That Previously Used On Northpointe #1 Building Adjacent To This Project.
	4" x 6" Extruded Concrete Mowstrip / Natural Color	Install In Straight True Lines And Uniform Curves, And Between All Lawn And Shrub Areas. Compact Sub-grade Prior To Installation.
	New Lawn Area / Use Water Conservative Mixture	Install New Lawn In Areas Shown And Over A 4" Depth Of Topsoil. Provide Cutsheet For Water Conservative Mixture.
	New Rock Mulch In Detention 2" Minus / Unwashed Product	Granite Seed Company's 'Cabin Blend' Mixture Of Native Grasses. Apply At 25 lbs./Acre And Per Manufacturer's Specifications.
	New Shrub - Rock Area / 1 1/2" Minimum Size	Install In Areas Shown To A Depth Of 4 Inches Over 'DeWitt' Brand Weed Barrier Fabric. Rock To Match That Used On Building #1.

### Plant List (ORNAMENTAL GRASSES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
144		Calamagrostis a. 'Karl Foerster'	Karl Foerster Feather Grass	5 Gallon	24"-30" Height
25		Calamagrostis a. 'Overdam'	Overdam Feather Grass	5 Gallon	24"-30" Height
17		Erianthus ravennae	Hardy Pampas Grass	5 Gallon	24"-30" Height
113		Festuca ovina	Blue Fescue	1 Gallon	12"-15" Height
16		Miscanthus sinensis gracillimus	Gracillimus Maiden Grass	5 Gallon	24"-30" Height
98		Fennistatum alop. 'Hamel'	Hamel Fountain Grass	2 Gallon	12"-15" Height

### Plant List (PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
98		Hemerocallis	Avalanche Feather Grass	1 Gallon	Full Can
16		Heuchera	Foerster Feather Grass	1 Gallon	Full Can
68		Salvia	Munstead Lavender	1 Gallon	Full Can

### Planting Notes

- All lawn areas shall receive a 4 inch depth of topsoil, all shrub planting areas shall receive an 8 inch depth of topsoil. Topsoil material is not expected to be available at the site and must be imported from an approved local source. All topsoil material shall be of a sandy loam mix.
- Prior to placement of topsoil, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches, by the use of mechanical means, in order to create a transition layer between existing and new soils.
- All lawn areas shall be sodded using high grade material of a water conservative mixture, and shall be composed of drought tolerant Bluegrass & Fescue. Prior to installation, all areas shall receive a starter fertilizer applied at the rate recommended by the manufacturer.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
- Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive, and shall be rotary mixed on-site prior to installation.
- Plant fertilizer shall be 'Agriform' brand 21 gram tablets used as per manufacturers recommendations.
- All trees located in lawn areas shall receive an 'Arbor Guard' trunk protector, or equal, and have a 36 inch diameter sod-free ring. All trees shall be staked for wind protection, unless otherwise indicated.
- Upon completion of planting operations, all shrub pits and tree wells shall receive a four inch depth of fine ground bark mulch mixture as a cover. The overall shrub beds themselves shall receive a 4" depth of decorative stone surfacing over Pro-5 weed barrier fabric. The decorative stone material to be "BID" shall match what has been previously installed on Northpointe building #1. This material should be available from sources. Contact the Owner or general contractor for all supplier information.
- In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark inside water well. The remainder of the planter bed shall receive the depth of decorative stone.
- Landscape maintenance shall be required for a period through the second mowing of the lawn (30 days minimum) and shall include mowing, weeding, pruning and one fertilization. In addition to the initial maintenance period, the landscape contractor shall provide a separate price as an additive alternate to extend the maintenance period through the one-year warranty period. The one-year contract will be between the landscape contractor and the Owner.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

### Sub-Grade Requirements

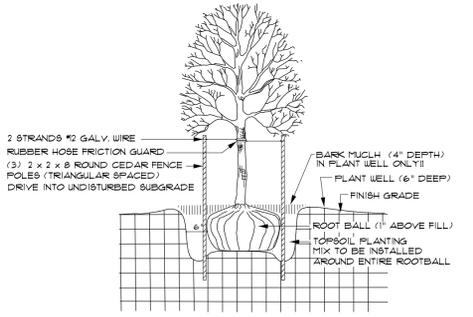
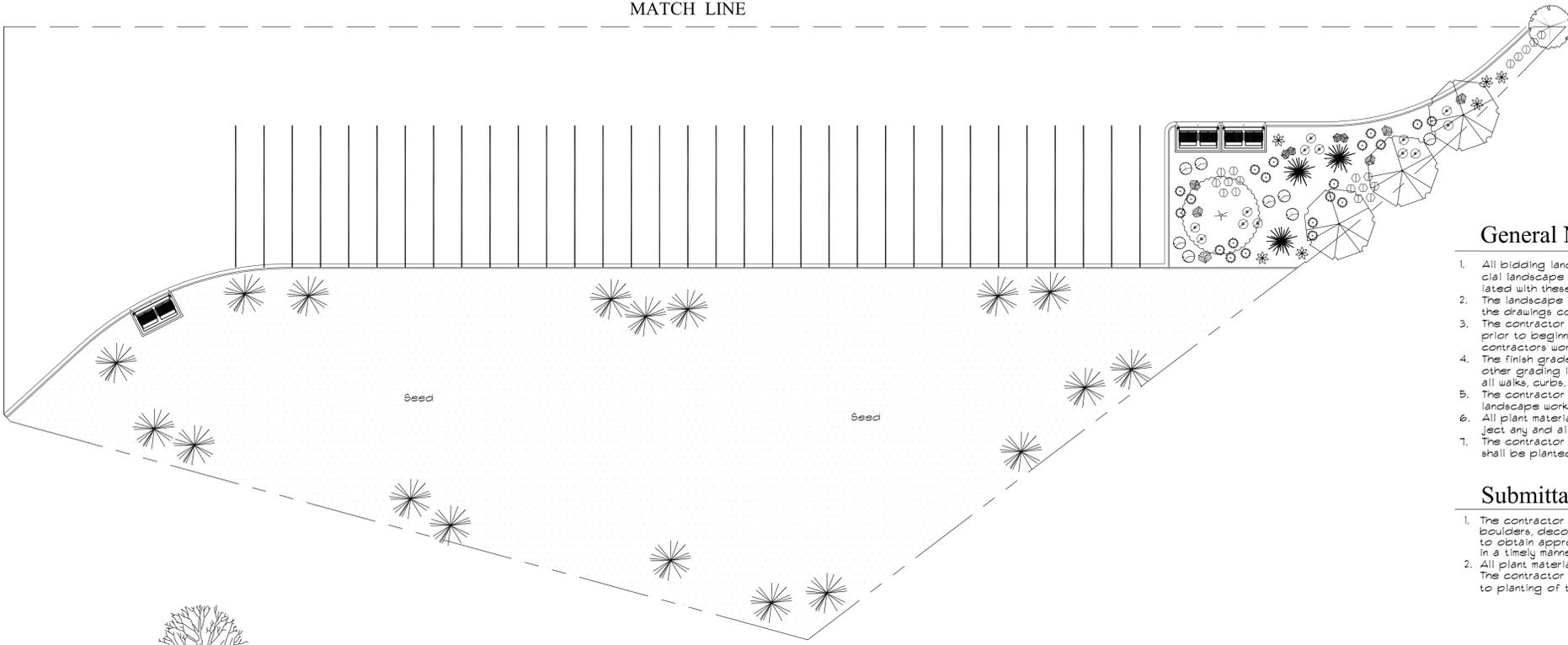
- LAWN - SEED AREAS :** Six (6) inches below finish grade. This will allow for the installation of a four inch depth of topsoil along with the sodding - seeding material, leaving it slightly below finish grade and concrete areas.
- SHRUB AREAS :** Twelve (12) inches below finish grade. This will allow for the installation of an eight inch depth of topsoil along with a four inch depth of bark mulch or colored stone, leaving it slightly below finish grade and concrete areas.

### General Notes

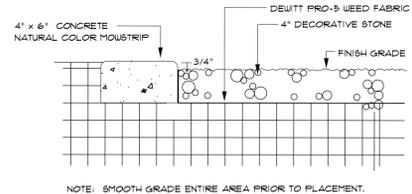
- All bidding landscape contractors shall have a minimum of 5 years experience in the installation of commercial landscape and irrigation projects, and be able to supply the necessary staff to perform all tasks associated with these drawings, and in a professional and timely manner.
- The landscape contractor,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

### Submittal Requirements

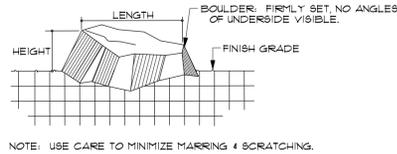
- The contractor shall provide to the Owner/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulches, weed barrier fabric, soil amendments & import topsoil in order to obtain approval to be used on the project, and prior to shipment to the site. Failure to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



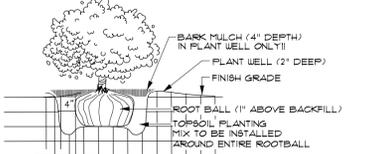
1 Tree Planting  
L102 N.T.S.



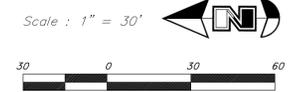
2 Mowstrip / Stone Mulch  
L102 N.T.S.



3 Landscape Boulder  
L102 N.T.S.



4 Shrub Planting  
L102 N.T.S.



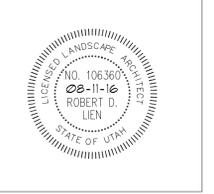
### Landscape Architect

RDL Design Company, Inc.  
1020 East Yale Avenue  
Salt Lake City, Utah 84105  
Phone : 801-647-3114  
Email : rdl@concast.net



**ae urbia**  
architects and engineers

2875 south decker lake drive, suite 275  
salt lake city, utah 84119  
phone: 801.746.0456 - fax: 801.575.6456  
webpage: aeurbia.com



NORTH POINTE BLDG. #2

RODERICK ENTERPRISES

630 E. 1226 S. AMERICAN FORK, UT. 84003

Revision	Schedule	MARK	DATE	DESCRIPTION

AE2014.035

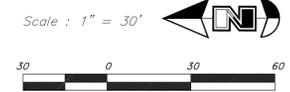
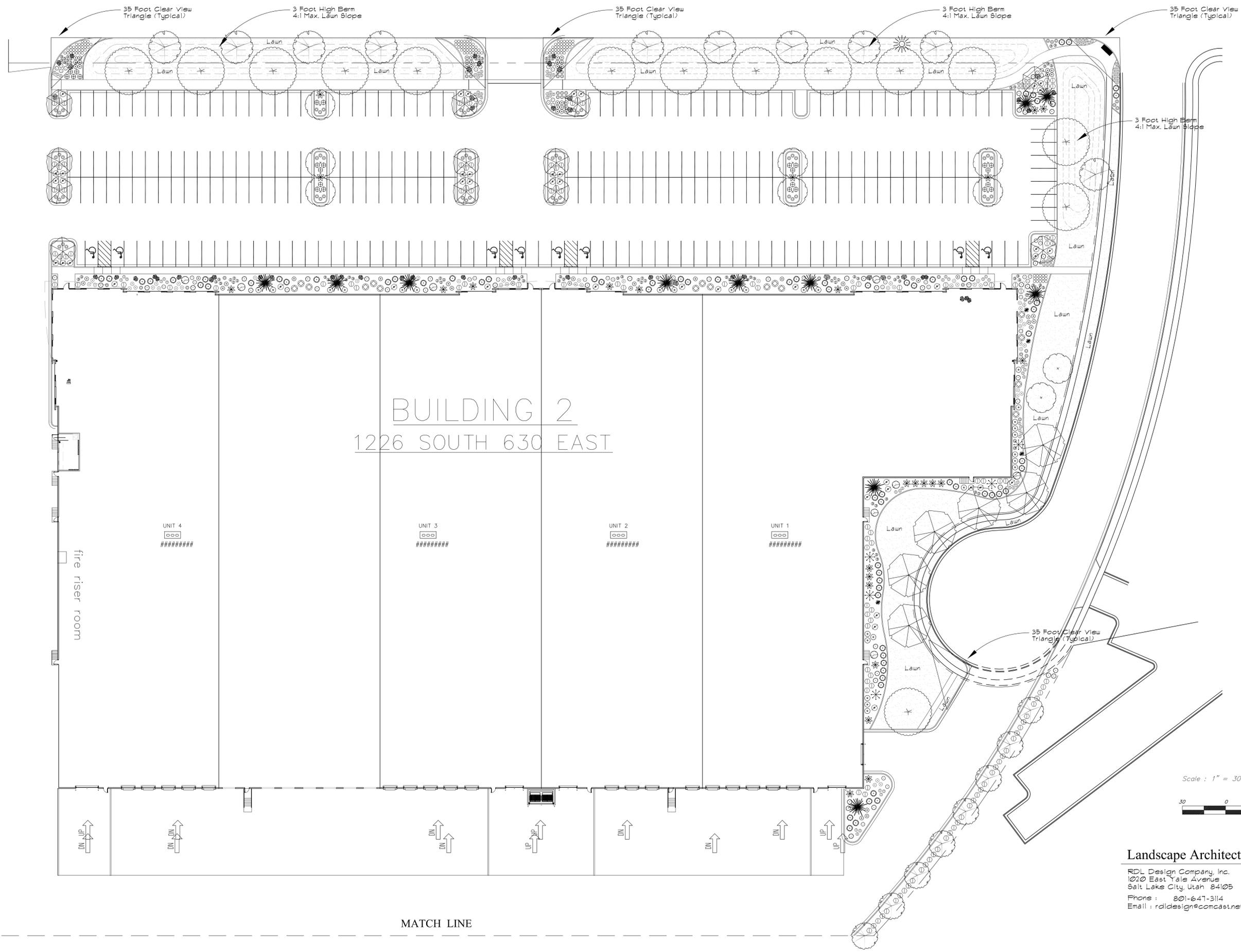
PRELIMINARY  
LANDSCAPE  
PLAN

DATE: AUGUST 11,  
2016

SHEET #:

L102

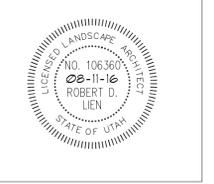
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AE URBIA, LLC.



**Landscape Architect**  
 RDL Design Company, Inc.  
 1020 East Yale Avenue  
 Salt Lake City, Utah 84105  
 Phone : 801-647-3114  
 Email : rldesign@comcast.net



**ae urbia**  
 architects and engineers  
 2875 south decker lake drive, suite 275  
 salt lake city, utah 84119  
 phone: 801.746.0456 - fax: 801.575.6456  
 webpage: aeurbia.com



**NORTH POINTE BLDG. #2**  
 RODERICK ENTERPRISES  
 630 E. 1226 S. AMERICAN FORK, UT. 84003

MARK	DATE	DESCRIPTION

AE2014.035  
**PRELIMINARY LANDSCAPE PLAN**  
 DATE: AUGUST 11, 2016  
 SHEET #:  
**L101**  
 COPYRIGHT ©  
 AE URBIA, LLC.

# RODERICK NORTH POINTE LOT 2A

## 1226 SOUTH 630 EAST AMERICAN FORK, UTAH

DECEMBER 21, 2015

NO.	REVISIONS	BY	DATE

**LEGEND ENGINEERING**  
 52 WEST 100 NORTH  
 HEBER CITY, UT 84032  
 PHONE: 435-654-4828  
 www.legendengineering.com

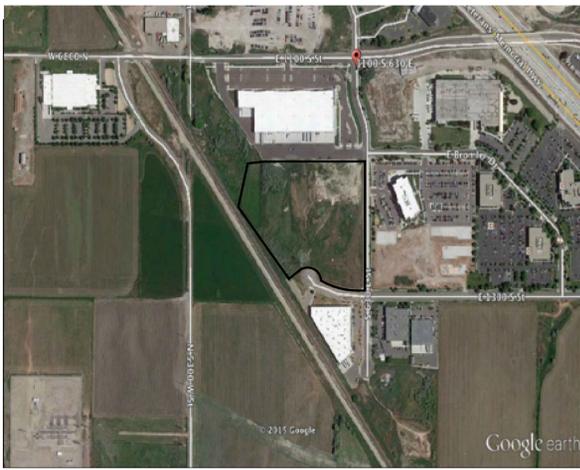


**RODERICK - NORTH POINTE LOT 2  
 GENERAL NOTES**  
 1226 SOUTH 630 EAST AMERICAN FORK, UT 84003



SHEET: **CV**  
 DATE: Aug 01, 2016

LEGEND	
---	PROPERTY LINE
---	EASEMENT LINE
-4240.0	PROPOSED GRADE CONTOURS
-4240.0	EXISTING GRADE CONTOURS
---	EXISTING CURB
---	PROPOSED CURB AND GUTTER
---	PROPOSED CURB WALL
---	REVERSE PAN CURB & GUTTER
---	EXISTING SEWER
SS	PROPOSED SEWER
---	EXISTING WATER
W	PROPOSED WATER
---	EXISTING FIRE LINE
F	PROPOSED FIRE LINE
---	EXISTING STORM DRAIN
SD	PROPOSED STORM DRAIN
---	PROPOSED ROOF DRAIN
---	EXISTING GAS
G	PROPOSED GAS
---	EXISTING OVERHEAD POWER
UGP	EXISTING UNDERGROUND POWER
---	PROPOSED UNDERGROUND POWER
---	EXISTING TELEPHONE LINE
T	PROPOSED TELEPHONE LINE
---	EXISTING FIBER OPTIC LINE
FO	PROPOSED FIBER OPTIC LINE
---	EXISTING FIRE HYDRANT
---	PROPOSED FIRE HYDRANT
---	EXISTING STREET LIGHT
---	PROPOSED STREET LIGHT
---	PROPOSED PARKING LOT LIGHT
---	EXISTING WATER METER
---	EXISTING WATER VALVE
---	EXISTING GATE VALVE
---	EXISTING OVERHEAD POWER POLE
FF	FINISHED FLOOR
HW	HIGH WATER
TOG	TOP OF GRATE
TOL	TOP OF LID
IE	INVERT ELEVATION
EX	EXISTING
NG	NATURAL GROUND
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
TC	TOP OF CONCRETE
EC	EDGE OF CONCRETE
EA	EDGE OF ASPHALT
TOW	TOP OF WALL
TG	TOP OF GRAVEL
TL	TOP OF LANDSCAPING
TS	TOP OF SIDEWALK
PROP	PROPOSED
---	PROPOSED CONCRETE
---	PROPOSED ASPHALT
---	PROPOSED LANDSCAPING



VICINITY MAP  
 NOT TO SCALE

### SHEET INDEX

- CV COVER SHEET
- A1.1 SITE PLAN
- BUILDING ELEVATIONS
- C0 AF GENERAL NOTES
- C1 GRADING PLAN
- C2 GRADING PLAN
- C3 UTILITY PLAN
- C4 DETAIL SHEET
- C4.1 POND PROFILES
- C5 UTILITY DETAILS
- C6 EROSION CONTROL PLAN (SWPPP)
- C7 SWPPP DETAILS

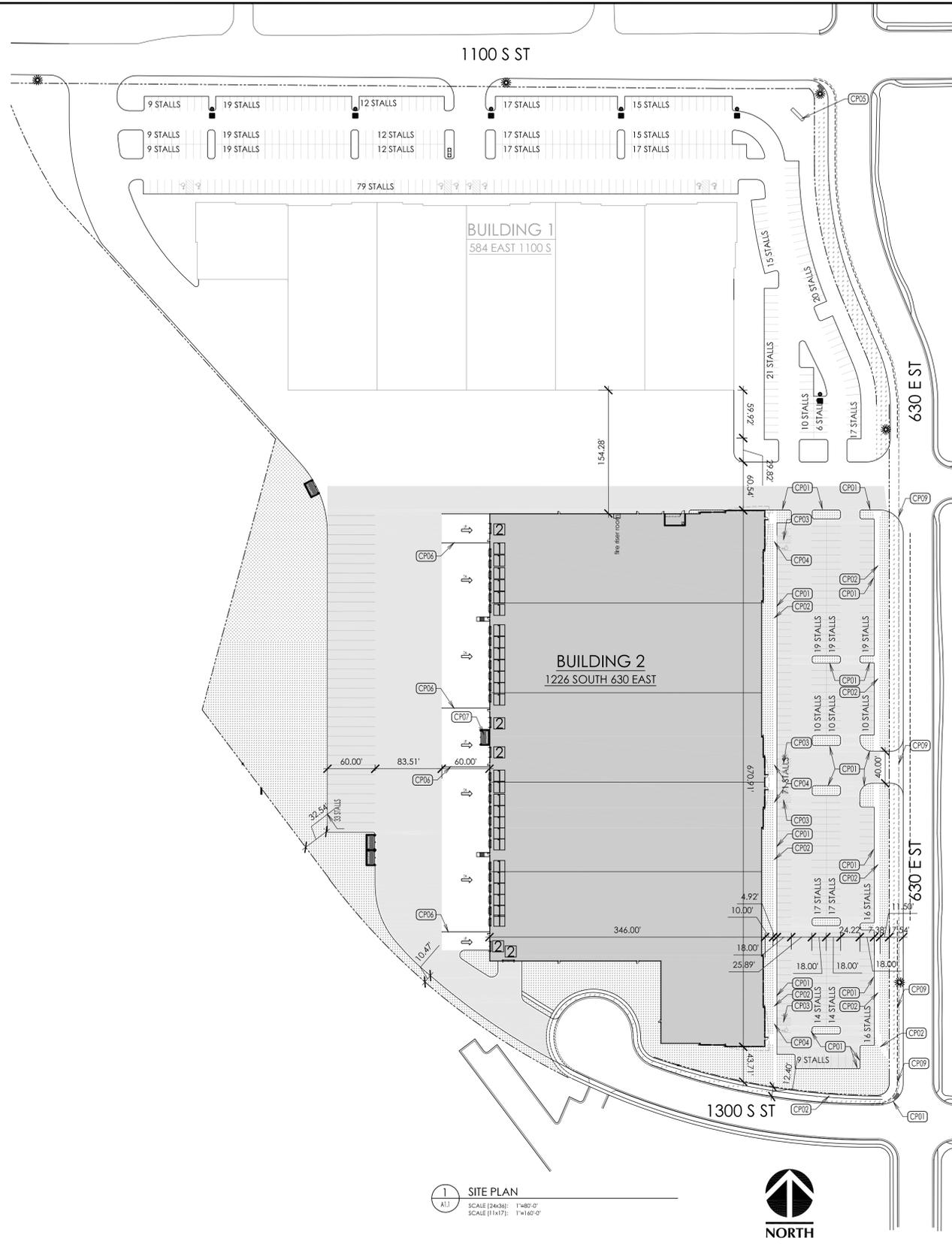
- #### PROJECT CONSTRUCTION NOTES:
- CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION, 1-800-662-4111.
  - CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  - SEE SOILS REPORT FOR PAVEMENT SECTION DETAILS, INSTALLATION SPECIFICATIONS AND ALL SITE EARTHWORK REQUIREMENTS.
  - ALL CONSTRUCTION SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS. IF A CONFLICT BETWEEN THESE PLANS AND THE CITY STANDARDS AND SPECIFICATIONS OCCURS, THE CITY STANDARDS AND SPECIFICATIONS SHALL GOVERN.
  - ALL HANDICAP PARKING STALLS TO BE INSTALLED PER ADA STANDARDS. SLOPE ON ANY ADA STALL IS TO BE LESS THAN 2% IN ALL DIRECTIONS.
  - CONTRACTOR TO VERIFY PRIOR TO ANY CONSTRUCTION THAT THE BUILDING AND BUILDING LOCATION SHOWN ON CIVIL DRAWINGS MATCHES THE ARCHITECTURAL PLANS.
  - CONTRACTOR TO VERIFY, WITH ARCHITECT, THAT F.F. ELEVATION SHOWN ON CIVIL PLANS EQUALS THE ARCHITECTS 100.0' ELEVATION.
  - CONTRACTOR TO REPLACE IN KIND ANY AREAS THAT ARE DAMAGED DURING CONSTRUCTION.
  - INSTALL ALL SIDEWALKS PER CITY STANDARD DETAILS
  - INSTALL ALL CONCRETE PAVEMENT JOINTS PER CITY STANDARDS.
  - ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL PER CITY AND/OR APWA STANDARDS AND SPECIFICATIONS.
  - ALL CATCH BASINS AND MANHOLES TO BE INSTALLED PER CITY STANDARDS.
  - ALL STORM DRAIN PIPING TO BE CUT OFF FLUSH WITH INSIDE WALL OF DRAINAGE BOX. INSIDE WALL TO BE GROUTED SMOOTH WITH A NON-SHRINK GROUT.
  - FOR STORM DRAIN INLET BOXES AND MANHOLES THE I.E. IN AND I.E. OUT ELEVATIONS ARE THE SAME UNLESS OTHERWISE CALLED OUT ON THE PLANS
  - ALL WATER LINES TO HAVE A MINIMUM 5' OF COVER WITH A MINIMUM VERTICAL CLEARANCE OF 1' OF COVER BETWEEN OTHER UTILITY LINES (1.5' VERTICAL SEPARATION WITH SEWER).
  - THRUST BLOCKS TO BE INSTALLED PER CITY STANDARDS.
  - CONTRACTOR SHALL COORDINATE CONSTRUCTION AND INSTALLATION OF ELECTRICAL, TELEPHONE, NATURAL GAS AND CABLE TV SERVICES WITH THE RESPECTIVE UTILITY COMPANY.
  - THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITY PIPES, LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED AND SHOWN FROM SURVEYED INFORMATION AND EXISTING UTILITY LOCATIONS PROVIDED BY OTHERS. THERE IS NO GUARANTEE THAT ALL EXISTING UTILITY INFORMATION IS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE STAKES AND FIELD VERIFYING THE LOCATION AND ELEVATION OF ALL EXISTING UTILITY PIPES, LINES AND STRUCTURES, PRIOR TO CONSTRUCTION.
  - ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND.

- #### FIRE DEPARTMENT NOTES:
- FIRE HYDRANTS SHALL BE EQUIPPED WITH ONE 4 1/2", AND 2 1/2" OUTLETS, WHICH HAS NATIONAL STANDARD THREADS (NST).
  - FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE CENTER LINE OF THE LOWEST CAP, NUT SHALL NOT BE CLOSER THAN 18" FROM THE FINISHED GRADE.
  - FIRE HYDRANTS SHALL HAVE THE 4 1/2" BUTT FACING THE FIRE ACCESS ROADWAY.
  - UNDERGROUND PIPING SHALL BE TESTED AT 200 PSIA FOR TWO HOURS. TEST CERTIFICATE SHALL BE PROVIDED TO FIRE DEPARTMENT OFFICE.
  - BURNING OF TRASH, SCRAP WOOD OR OTHER MATERIALS IS A VIOLATION OF CITY ORDINANCE.
  - A 3 FOOT CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AROUND FIRE EQUIPMENT TO INCLUDE BUT NOT LIMITED TO HYDRANTS, FIRE DEPARTMENT CONNECTIONS AND FIRE SUPPRESSION CONTROL VALVES.
  - NEW FIRE HYDRANTS SHALL BE COLOR CODED AND BE DIRECTED BY PUBLIC UTILITIES AS TO THE COLOR AND SHADE OF THE HYDRANT BONNET.
  - FIRE HYDRANTS SHALL BE EQUIPPED WITH AN INDEPENDENT LATERAL CONTROL VALVE PLACED AT THE BASE INLET OF THE FIRE HYDRANT.
  - FIRE DEPARTMENT ACCESS ROADS AND FIRE HYDRANTS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE FOOTINGS AND FOUNDATIONS OF ANY STRUCTURE. FIRE HYDRANTS SHALL BE ACCESSIBLE, OPERATIONAL AND MAINTAINED IN THAT CAPACITY.
  - WATER LATERALS WHICH ARE 16 FOOT IN LENGTH OR LONGER SHALL BE PROVIDED WITH CONTROL VALVES AT THE TAP OF THE WATER MAIN AND AT THE FIRE HYDRANT.
  - WATER LATERALS WHICH SUPPLY WATER BASED FIRE PROTECTION SHALL BE FERROUS PIPE WHEN PASSING UNDER OR THROUGH FOOTINGS OR FOUNDATION WALLS.

<p>CIVIL ENGINEER:  <b>LEGEND ENGINEERING</b>          52 WEST 100 NORTH          HEBER, UTAH 84032          CONTACT PERSON: LINDZI BELL          PH: (435) 654-4828</p>	<p>OWNER:  <b>RODERICK ENTERPRISES</b>          1214 VINE STREET          SALT LAKE CITY, UTAH 84121          CONTACT PERSON: MIKE RODERICK          PH: (801) 506-0755</p>	<p>GEOTECHNICAL ENGINEER:  <b>GSH GEOTECHNICAL, INC.</b>          473 WEST 4800 SOUTH          MURRAY, UTAH 84123          CONTACT PERSON: ALAN D. SPILKER, P.E.          PH: (801) 685-9190</p>
<p>ARCHITECT:  <b>AE URBIA</b>          2875 SOUTH DECKER LAKE DRIVE #275          SALT LAKE CITY, UTAH 84119          CONTACT PERSON: SHAWN EATON          PH: (801) 746-0456</p>	<p>CONTRACTOR  <b>ECKMAN &amp; MITCHELL</b>          3032 SOUTH 1030 WEST SUITE 310          SALT LAKE CITY, UTAH 84119          CONTACT PERSON: MARK ECKMAN          PH: (801) 433-5457</p>	<p>SENSITIVE LANDS CONSULTANT:  <b>EIS ENVIRONMENTAL &amp; ENGINEERING CONSULTING</b>          31 NORTH MAIN STREET          HELPER, UTAH 84526          JOE VIA          PH: (435) 472-3814</p>

*PRELIMINARY  
 NOT FOR CONSTRUCTION*





1 SITE PLAN  
 A1.1 SCALE [24x36]: 1"=80'-0"  
 SCALE [11x17]: 1"=160'-0"



**BUILDING 2 DATA:**  
 Address: 1226 S 630 E  
 Building area: 206,098 sq. ft.  
 Lot Area Phase 1: 508,999 sq. ft. / 11.69 acres  
 Loading Area:  
 1 9x10' Dock: 26 doors  
 2 12x14' Grade: 5 doors  
 K Knock-Out: 0 panels  
 Power: 1800 amps 480v/3ph  
 Concrete Apron: 60'  
 Vehicle Parking: 261 stalls  
 Ceiling Height: 28'-0" Clear  
 Fire Sprinklers: ESFR  
 Bay Size: 165' or 128' x 56'

**LOT 2 AREAS:**

LOT	SQ. FT. / ACRES
BUILDING #2 FOOTPRINT	206,098 SQ. FT. / 4.73 ACRES
LANDSCAPING BUILDING #2	77,556 SQ. FT. / 1.78 ACRES
ASPHALT BUILDING #2	184,474 SQ. FT. / 4.23 ACRES
CONCRETE	47,170 SQ. FT. / 1.08 ACRES

NOTE:  
 1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

**PARKING REQUIREMENTS:**

	SQ. FT.	CITY REQMT
MAXIMUM OFFICE	18,000 sq. ft.	72.00 (4/10000)
WAREHOUSING	188,098 sq. ft.	188.10 (1/10000)

TOTAL REQUIRED:	261 (260.98)
TOTAL PROVIDED:	261
VAN ACCESSIBLE SPACES	8 (7 REQ'D - 201 to 300)

REFERENCED CODES:  
 - THE AMERICAN FORK, UTAH CODE

NOTES:  
 1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

**BUILDING 2 LANDSCAPING AREAS:**

BUILDING LANDSCAPING	SQ. FT.	CITY REQ'T
	77,556 S.F. (15.24%)	

NOTE:  
 1. PARKING AREA DOES NOT INCLUDE TRUCK MANEUVERING AREA OR LANDSCAPED BUFFER AS DIMENSIONED.  
 2. LANDSCAPED AREAS DO NOT INCLUDE HARD SURFACE AREAS (WALKWAYS, BIKE RACKS, CURB & GUTTERS) OR LANDSCAPED AREAS OUTSIDE OF THE PARKING AREA (SEE SITE PLAN FOR SPECIFIC DIMENSIONS FOR LANDSCAPED BUFFERS).  
 3. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

**PARCEL IDENTIFICATION:**  
 TAX ID NUMBER: 13:063:0089

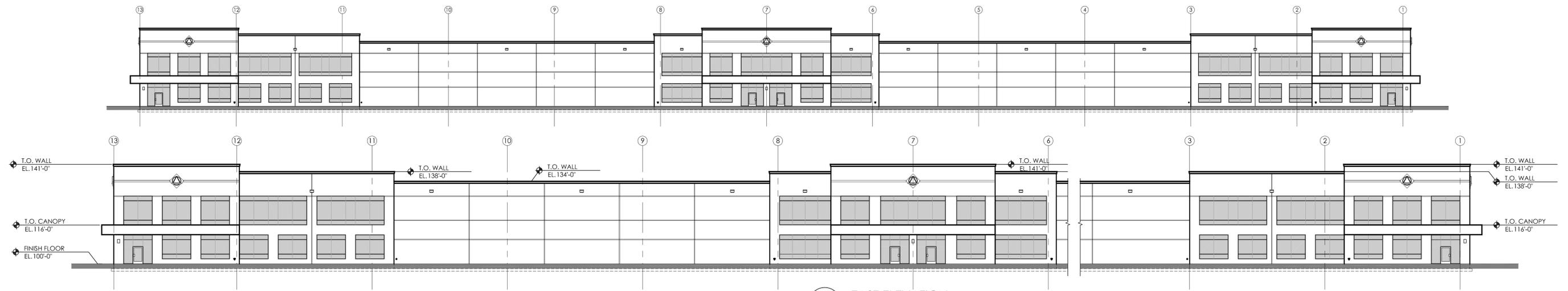
**KEYNOTES:**  
 CP01 CURB AND GUTTER. SEE CIVIL  
 CP02 CONCRETE WALKWAYS  
 CP03 VAN ACCESSIBLE PARKING. SEE DETAIL 10/A.1.2  
 CP04 ACCESSIBLE RAMP  
 CP05 EXISTING MONUMENT SIGN  
 CP06 RETAINING WALL  
 CP07 DUMPSTER ENCLOSURE. SEE DETAIL 5/A.1.2  
 CP08 STREET LIGHT POLE  
 CP09 EXISTING CURB TO BE REMOVED  
 CP10 PARKING LIGHT POLE. SEE ELECTRICAL

**aeurbia**  
 architects and engineers  
 2875 south decker lake drive, suite 275  
 salt lake city, utah 84119  
 phone: 801.746.0456 • fax: 801.575.6456  
 webpage: aeurbia.com

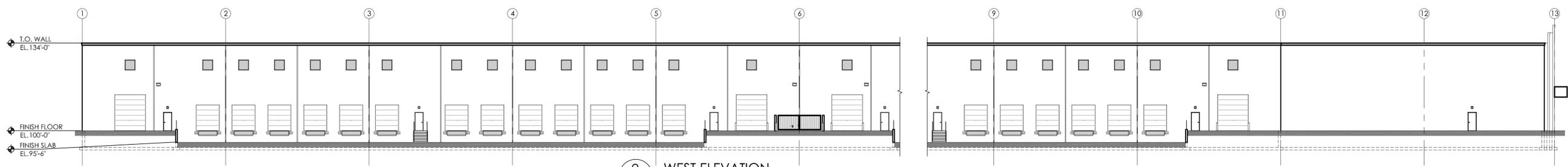
LICENSED ARCHITECT  
 174600  
 JAMES MICHAEL  
 STATE OF UTAH  
 7/26/2016

**RODERICK - NORTH POINTE #2**  
 1221 SOUTH 630 EAST  
 AMERICAN FORK, UT 84003

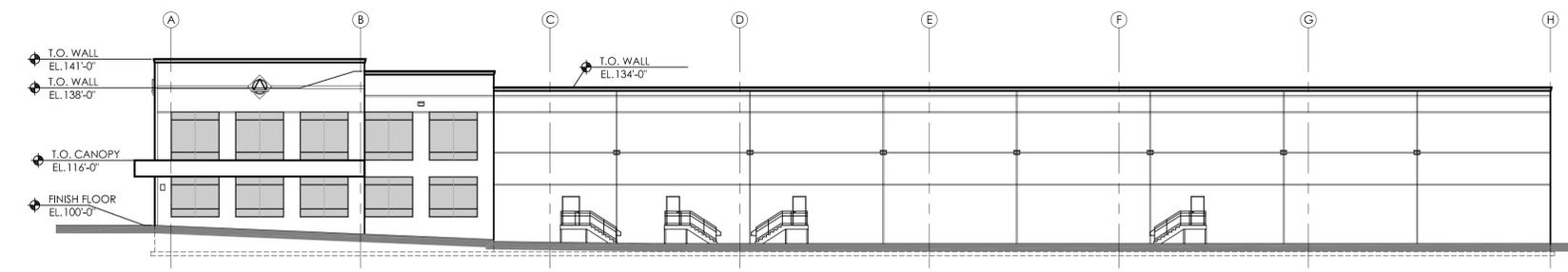
**AE2014.035**  
**SITE PLAN**  
 REVISIONS:  
 DATE: 26.07.2016  
 SHEET NO.  
**A1.1**  
 COPYRIGHT ©  
 AE URBIA, LLC.



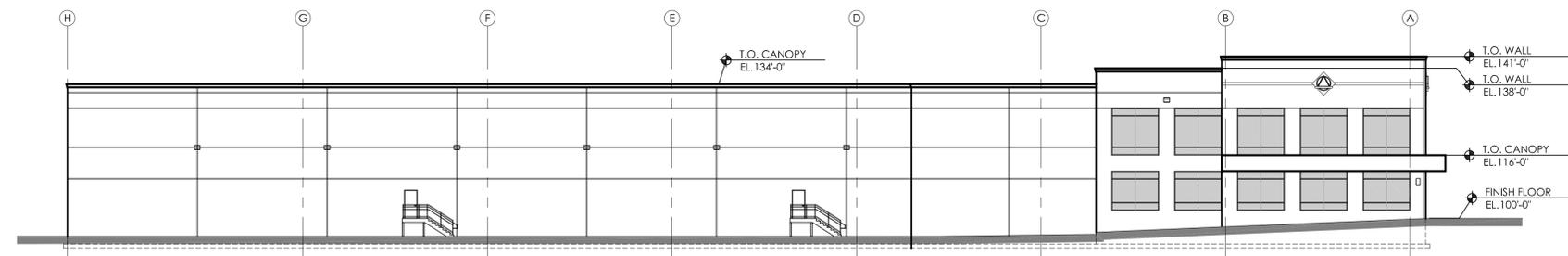
1 EAST ELEVATION  
SCALE (24x36): 1"=20'-0"



2 WEST ELEVATION  
SCALE (24x36): 1"=20'-0"



4 NORTH ELEVATION  
SCALE (24x36): 1"=20'-0"



3 SOUTH ELEVATION  
SCALE (24x36): 1"=20'-0"



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 17, 2016  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a commercial site plan for the Roderick North Pointe Lot 2A Office Warehouse, located at 1226 South 630 East in the PI-1 (Planned Industrial) Zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION					
Location:		1226 South 630 East			
Applicants:		Roderick Enterprises			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	Agriculture			
Existing Zoning:		PI-1 (Planned Industrial)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	PI-1 (Planned Industrial)			
	South	PI-1 (Planned Industrial)			
	East	PI-1 (Planned Industrial)			
	West	Residential Agriculture 5 (Utah County)			
Land Use Plan Designation:		Design Industrial			
Zoning within density range?		x	Yes		No

Attachment: 3. Staff report (1408 : Roderick Lot 2A)

#### PROJECT DESCRIPTION:

Recommendation of site plan approval for Roderick North Pointe Lot 2A.

#### Background

In 2013, Roderick Enterprises proposed a one-lot subdivision and site plan which comprised the northern half of the property. It was anticipated that a second phase would come at a later date for the southern half of the property. In 2015, the property was split into two lots; the northern lot consisting of the newly built office warehouse structure and the southern lot left vacant for the second phase of the development. The applicant has submitted a site plan for the anticipated second phase: a 206,098 sq. ft. office warehouse structure, similar in nature and appearance to the structure built in the initial phase.

Access will be provided off of both 630 East and the 1300 South cul-de-sac. At the time of subdivision, a cross access easement was put in place for the two lots, even though ownership would remain under the same organization. Landscaping for this second phase will match what has been placed to the north. Renderings of the proposed structure are included in the submittal materials. Parking has been provided per City requirements.

#### Consistency with the Land Use Plan:

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

#### FINDINGS OF FACT/CONDITION OF APPROVAL

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

1. The proposed site plan meets the criteria as found in Section 17.7.701 (Planned Industrial Projects) of the Development Code.
2. Water rights conveyance, if needed, shall be satisfied prior to final occupancy being issued.

#### POTENTIAL MOTIONS

##### APPROVAL

Mr. Chairman, I move that we recommend approval of the commercial site plan for Roderick North Pointe Lot 2A, with the finding and condition listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering report.

##### DENIAL

Mr. Chairman, I move that we recommend denial of the commercial site plan for Roderick North Pointe Lot 2A.

##### TABLE

Mr. Chairman, I move that we table action on the commercial site plan for Roderick North Pointe Lot 2A.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 8/17/2016

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: Roderick North Pointe Lot 2A

Project Address: 1226 South 630 East

Developer / Applicant's Name: Roderick Enterprises

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 8/17/2016 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. N/A
- Requested waivers **ARE** necessary for the proposed development to move forward.
  - Requested waivers **ARE NOT** necessary for the proposed development to move forward.

**Plan Submittal:**



## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

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

### Plan Modifications Required:

1. Some of the utility contacts need to be updated.
2. List the type of construction and type of occupancy on the cover sheet, and indicate whether or not the building will have automatic fire sprinklers.
3. Provide the benchmark and basis of bearing information.
4. Provide typical dimensions for parking stall widths.
5. A 4-foot wide walkable path from the 630 East right-of-way to the main building entrance should be provided.
6. Show the parcel's boundary lines with bearings and distances.
7. The slope for parking stalls should not exceed 3.5%.
8. Submit a Pretreatment Survey to TSSD. Site plan is subject to any changes required by TSSD.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

**Department** Recorder                      **Director Approval** Terilyn Lurker

**AGENDA ITEM**    Review and action on a Resolution approving an agreement with Zion's Bank Public Finance for a six-year lease/purchase of two (2) 2016 Ambulances.

**SUMMARY RECOMMENDATION**    The Fire Chief recommends approval of this agreement between Zion's Bank Public Finance and American Fork City.

**BACKGROUND**    On March 8, 2016, the City Council approved accepting the financing bid from Zion's Bank Public Finance for the lease/purchase of two (2) ambulances. The financing documents are now being approved.

The total cost for the two ambulances are \$588,292, with payments of \$103,586.04 beginning August 15, 2017 and paid annually until August 12, 2022.

**BUDGET IMPACT**    The total cost of the lease, including interest, will be \$621,516.27.

**SUGGESTED MOTION**    Move to approve the resolution approving the agreement between American Fork City and Zion's Bank Public Finance for the financing of two ambulances.

**SUPPORTING DOCUMENTS**

2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL            (PDF)  
 2016 Ambulance Lease - Equipment Lease Checklist-G            (PDF)  
 2016 Ambulance Lease - 8038G Form            (PDF)  
 2016 Ambulance Lease - W-9 Revised 12-2014            (PDF)

## LEASE PURCHASE AGREEMENT

This equipment lease (the “Lease”) dated as of September 6, 2016, by and between ZB, N.A., One South Main Street, Salt Lake City, Utah 84133 (“Lessor”), and American Fork City, Utah (“Lessee”) a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

*Now therefore*, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### ARTICLE I

#### Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the “Equipment” (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit “E” executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor,

which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

## ARTICLE II

### Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Business Day” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

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

“Commencement Date” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“Equipment” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“Lessee” shall mean American Fork City, Utah.

“Lessor” shall mean ZB, N.A., Salt Lake City, Utah, its successors and assigns.

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Principal Outstanding” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payment Date” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.



Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

## ARTICLE IV

### Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding

any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

## ARTICLE V

### Purchase Of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after September 6, 2016, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit “C.”

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the “Closing Date”), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and

shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

## ARTICLE VI

### Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.

- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:
- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
  - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
  - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
  - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not

inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

## ARTICLE VII

### Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

## ARTICLE VIII

### Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

## ARTICLE IX

### Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

## ARTICLE X

### Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose

any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE XI

### Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at American Fork City, Utah, 51 E. Main St., American Fork, UT 84003. Attention: Lynn Ruff.

(b) if to Lessor, at ZB, N.A., One South Main Street, 17<sup>th</sup> Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and

the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Zero (\$ .00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

**EXHIBITS**

- Exhibit A..... Description Of Equipment
- Exhibit B..... Resolution Of Governing Body
- Exhibit C..... Payment Schedule
- Exhibit D..... Opinion Of Lessee’s Counsel
- Exhibit E.....Delivery and Acceptance Certificate

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessor:

ZB, N.A.

By \_\_\_\_\_  
Brian Baker, Vice President

Lessee:

American Fork City, Utah

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

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)

**EXHIBIT A**  
**Description Of Equipment**

Quantity	Description/Serial Numbers
2	(2) 2016 Ford 603-F Base vehicle with all added option V10-V100 incl in base price

\_\_\_\_\_  
Initials of Lessee Signatory

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)

**EXHIBIT B**  
**Resolution Of Governing Body**  
**Extract Of Minutes**

August 23, 2016

American Fork City, Utah

The City Council (the “Governing Body”) of American Fork City, Utah met in regular session at its regular meeting place in American Fork City, Utah on August 23, 2016, with the following members of the Governing Body present:

- James H. Hadfield..... Mayor
- Kevin Barnes..... Council Member
- Brad Frost..... Council Member
- Rob Shelton..... Council Member
- Jeff Shorter..... Council Member
- Carlton Bowen ..... Council Member

Also present:

Terilyn Lurker .....City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ was adopted by the following vote:

YEA:

NAY:

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)

The resolution was then signed by the \_\_\_\_\_ in open meeting and recorded by the \_\_\_\_\_. The resolution is as follows:

**A resolution approving the form of the Equipment Lease Agreement with ZB, N.A., Salt Lake City, Utah. Finding that it is in the best interests of American Fork City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.**

*Whereas*, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

*Whereas*, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to American Fork City, Utah; and

*Whereas*, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

*Be it resolved* by the Governing Body of American Fork City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of American Fork City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of American Fork City, Utah.

Section 3. The officers of the Governing Body and American Fork City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)

STATE OF UTAH )  
 :ss.  
COUNTY OF UTAH )

I, Terilyn Lurker hereby certify that I am the duly qualified and acting City Recorder of American Fork City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on August 23, 2016, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 20\_\_\_\_.

*In witness whereof*, I have hereunto set my hand and affixed the corporate seal of American Fork City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Terilyn Lurker, City Recorder

[S E A L] ↑

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)

STATE OF UTAH )  
 :ss.  
COUNTY OF UTAH )

I, Terilyn Lurker, the duly qualified City Recorder of American Fork City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20\_\_\_\_ Annual Meeting Schedule of the City Council (the “Governing Body”) of American Fork City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on \_\_\_\_\_, 20\_\_\_\_, at the principal office of the Governing Body at American Fork City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on \_\_\_\_\_, 20\_\_\_\_ to at least one newspaper of general circulation within the geographic jurisdiction of American Fork City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on August 23, 2016, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to at least one newspaper of general circulation within the geographic jurisdiction of American Fork City, Utah, or to a local media correspondent.

*In witness whereof*, I have hereunto set my hand and affixed the official seal of American Fork City, Utah this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Terilyn Lurker, City Recorder

[S E A L] ↑

**EXHIBIT C**  
**Payment Schedule**

**Lessee:** American Fork City, Utah

**Date of Lease:** September 6, 2016

**Amount Due:** \$588,292.00

1. Interest has been computed at the rate of 1.62% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due annually commencing August 15, 2017. The payments set forth on the attached debt service schedule shall be due on the 15th day of August up to and including August 15, 2022.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

**[Please see the attached Debt Service Schedule]**

The remainder of this page has been intentionally left blank

**American Fork City, Utah**

\$588,292.00 Equipment Lease Purchase

Dated September 6, 2016

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
09/06/2016	-	-	-	-
08/15/2017	94,611.65	1.620%	8,974.39	103,586.04
08/15/2018	95,588.42	1.620%	7,997.62	103,586.04
08/15/2019	97,136.96	1.620%	6,449.09	103,586.05
08/15/2020	98,710.58	1.620%	4,875.47	103,586.05
08/15/2021	100,309.69	1.620%	3,276.36	103,586.05
08/15/2022	101,934.70	1.620%	1,651.34	103,586.04
<b>Total</b>	<b>\$588,292.00</b>	<b>-</b>	<b>\$33,224.27</b>	<b>\$621,516.27</b>

**Yield Statistics**

Bond Year Dollars	\$2,050.88
Average Life	3.486 Years
Average Coupon	1.6199997%
Net Interest Cost (NIC)	1.6199997%
True Interest Cost (TIC)	1.6202110%
Bond Yield for Arbitrage Purposes	1.6202110%
All Inclusive Cost (AIC)	1.6202110%

**IRS Form 8038**

Net Interest Cost	1.6199997%
Weighted Average Maturity	3.486 Years

Lease 09/6/16 | SINGLE PURPOSE | 8/15/2016 | 12:13 PM



Initials of Lessee Signatory

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)

**EXHIBIT D**  
**Opinion Of Lessee’s Counsel**  
**(Use Attorney’s Letterhead)**

To: ZB, N.A.  
 One South Main Street, 17<sup>th</sup> Floor  
 Salt Lake City, Utah 84133

Gentlemen:ZB, N.A.

As counsel for American Fork City, Utah (“Lessee”), I have examined duly executed originals of Equipment Lease Agreement (the “Lease”) dated September 6, 2016 , between the Lessee and ZB, N.A., Salt Lake City, Utah (“Lessor”), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee’s execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors’ rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

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Attorney for Lessee

**EXHIBIT E**  
**Delivery And Acceptance Certificate**

To: ZB, N.A.

Reference is made to the Equipment Lease Agreement between the undersigned (“Lessee”), and ZB, N.A. (“Lessor”), dated September 6, 2016, (“the Lease”) and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “A” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

American Fork City, Utah

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print name and title)

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Attachment: 2016 Ambulance Lease - Equipment Lease American Fork 2016 \$589K EL (1409 : Ambulance (2) Financing documents)



## LEASE INFORMATION CHECKLIST

### ***PLEASE SEND THE FOLLOWING DOCUMENTS TO ZIONS BANK:***

- Audited Financial Statements for the following years: We have these.
- Correct signatures on all pages (Officer Signature, Officer Attest, Entity Seal, etc.)\*
- Send **both** of the signed documents back to:  
     Zions Public Finance Inc.  
     One South Main Street, 18<sup>th</sup> Floor  
     Salt Lake City, Utah, 84133-1109  
 The second copy will be returned for your records.
- Description of the financed property (Exhibit A) if not included in the lease document.
- Resolution Authorizing Lease. \*
- Legal Opinion from local counsel as to Validity. \*
- IRS Form 8038-G. (Please just sign, do not date)
- Legal Notice of meeting.
- An agenda from the meeting.
- Evidence of Property Damage Insurance with ZB, N.A. dba Zions Bank listed as loss payee.  
*(Please inform us if your insurance is not continuous.)*
- Signed Form W-9 (Rev. December 2014)

### ***As EQUIPMENT IS PURCHASED:***

- Copy of Invoices for all equipment purchased.
- Signed Delivery and Acceptance Certificates (Exhibit E)\*.
- Titles of vehicles (if applicable)—complete with ZB, N.A. dba Zions Bank as lien holder.

\* Forms provided by Zions Public Finance Inc.

One South Main Street, 18th Floor | Salt Lake City, UT 84133-1109 | Telephone: 801.844.7373 | FAX: 801.844.4484

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>American Fork City</b>		2 Issuer's employer identification number (EIN) <b>87-6000209</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Brian Bateman</b>		3b Telephone number of other person shown on 3a <b>801-844-7874</b>	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<b>One South Main Street</b>	<b>1700</b>	3	
6 City, town, or post office, state, and ZIP code <b>Salt Lake City, Utah 84133</b>		7 Date of issue <b>09/06/2016</b>	
8 Name of issue <b>Lease Purchase Agreement</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Lynn Ruff - Interim Finance Director</b>		10b Telephone number of officer or other employee shown on 10a <b>801-763-3000</b>	

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.			
11 Education . . . . .		11	0 00
12 Health and hospital . . . . .		12	0 00
13 Transportation . . . . .		13	0 00
14 Public safety . . . . .		14	588,292 00
15 Environment (including sewage bonds) . . . . .		15	0 00
16 Housing . . . . .		16	0 00
17 Utilities . . . . .		17	0 00
18 Other. Describe ► <b>NA</b>		18	0 00
19 If obligations are TANs or RANs, check only box 19a . . . . .	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b . . . . .	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box . . . . .	► <input checked="" type="checkbox"/>		

<b>Part III Description of Obligations.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<b>08/15/2022</b>	\$ <b>588,292.00</b>	\$ <b>588,292.00</b>	<b>3.486</b> years	<b>1.6202</b> %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>					
22	Proceeds used for accrued interest . . . . .	22	0	00	
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	588,292	00	
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	0	00	
25	Proceeds used for credit enhancement . . . . .	25	0	00	
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26	0	00	
27	Proceeds used to currently refund prior issues . . . . .	27	0	00	
28	Proceeds used to advance refund prior issues . . . . .	28	0	00	
29	Total (add lines 24 through 28) . . . . .	29	0	00	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	588,292	00	

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	<b>NA</b> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	<b>NA</b> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	<b>NA</b>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	<b>NA</b>

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Attachment: 2016 Ambulance Lease - 8038G Form (1409 : Ambulance (2) Financing documents)



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		

**or**

<b>Employer identification number</b>									
					-				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 23, 2016**

**Department** Recorder                      **Director Approval** Terilyn Lurker

**AGENDA ITEM**    Review and action on a resolution approving an Interlocal Agreement with Utah County, along with other communities, regarding CDBG grants.

**SUMMARY RECOMMENDATION**    The Community and Economic Development Program Manager of Mountainland Association of Government has forwarded this to American Fork and recommends approval.

**BACKGROUND**    In 2010, American Fork City entered into an Inter-local Cooperation Agreement with Utah County to participate in the U.S Department of Housing and Urban Development's (HUD) Community Development Block (CDBG) Grant Program. The Inter-local Cooperation Agreement was for Federal Fiscal Years 2011, 2012, and 2013 and successive three year periods thereafter. The Inter-local Agreement automatically renews every three years unless a unit of government opts out. However, due to federal regulations, changes have been made to the civil rights and fair housing language. This past spring, a new inter-local agreement was signed. HUD, however, rejected them and has required that new resolutions be passed and then the new inter-local agreement signed.

**BUDGET IMPACT**    n/a

**SUGGESTED MOTION**    Move to approve the resolution entering into an Inter-local Cooperation Agreement with Utah County, along with other communities, regarding Community Development Block Grants.

**SUPPORTING DOCUMENTS**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF AMERICAN FORK CITY TO PARTICIPATE IN THE UTAH COUNTY CDBG PROGRAM**

*WHEREAS*, American Fork City is not a CDBG Entitlement city; and

*WHEREAS*, American Fork City has previously entered into an interlocal agreement to participate in the Utah County CDBG program.

*NOW, THEREFORE, BE IT RESOLVED*, by the city council of American Fork City that the attached Agreement with the County is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

*FURTHER RESOLVED*, that the City Council of American Fork City hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The Resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this **23** day of **August**, 2016.

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

ATTEST:

\_\_\_\_\_  
Terilyn Lurker, City Recorder

VOTING:  
Councilman Kevin Barnes    Yea \_\_\_ Nay \_\_\_  
Councilman Carlton Bowen    Yea \_\_\_ Nay \_\_\_  
Councilman Brad Frost    Yea \_\_\_ Nay \_\_\_  
Councilman Rob Shelton    Yea \_\_\_ Nay \_\_\_  
Councilman Jeff Shorter    Yea \_\_\_ Nay \_\_\_

Attachment: CDBG Resolution (1410 : Interlocal Agreement for CDBG Grant)

**AGREEMENT NO. 2016-**

**INTERLOCAL COOPERATION AGREEMENT**

between

**UTAH COUNTY and AMERICAN FORK CITY**

relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

for **FEDERAL FISCAL YEARS 2017 THROUGH 2019**

and successive 3 year periods thereafter

**Attachment: American Fork CDBG Interlocal Agreement (1410 : Interlocal Agreement for CDBG Grant)**

**AGREEMENT NO. 2016- \_\_\_\_\_**

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, TOWN OF GENOLA, TOWN OF GOSHEN, HIGHLAND CITY, LINDON CITY, MAPLETON CITY, PLEASANT GROVE CITY, PAYSON CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and TOWN OF VINEYARD.

all municipal corporations.

**RECITALS**

- A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).
- B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of

income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification

by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2017 - 2019 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act,

Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2017-2019) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities

completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for

grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR

570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county

qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:
- (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:
- (a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,
  - (b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and
  - (c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE PAGE FOR UTAH COUNTY  
TO  
INTERLOCAL COOPERATION AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2017 – 2019 AND  
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

STATE OF UTAH            )  
                                      :SS  
COUNTY OF UTAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County

Attachment: American Fork CDBG Interlocal Agreement (1410 : Interlocal Agreement for CDBG Grant)

Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of \_\_\_\_\_ County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk/Auditor                      COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By signing below, American Fork City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2017, 2018, and 2019.

\_\_\_\_\_  
Mayor J.H. Hadfield

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