

AMERICAN FORK CITY COUNCIL
FEBRUARY 11, 2020
*AMENDED - REGULAR SESSION AGENDA

REGULAR SESSION

The American Fork City Council will meet in a regular session on Tuesday, February 11, 2020, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

1. Pledge of Allegiance; Invocation by Council Member Taylor; roll call.
2. Presentation of the HERO Award to Reyna Pedro and declaring February 11, 2020 as Reyna Pedro Day.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the January 21, 2020 work session minutes.
2. Approval of the January 28, 2020 city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$735,743.20 and issue a Notice of Acceptance for the SAVAGE APARTMENTS PHASE 1A construction of public improvements located at 514 South 500 East.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$452,618.54 and issue a Notice of Acceptance for the SAVAGE SUBDIVISION PHASE 1B construction of public improvements located at 514 South 500 East.
5. Approval of release for the Landscaping guarantee bond in the amount of \$386,391.79 for SAVAGE SUBDIVISION PHASE 1B located at 514 South 500 East.

ACTION ITEMS

1. Ratification of city payments (January 21, 2020 to February 4, 2020) and approval of purchase requests over \$25,000.
- *2. Review and action on the appointment of Stan Street (as Director), Kathy McKay, and Kenneth Frost to the Senior Center Board.
3. Review and action on approval of the Houle Annexation consisting of 0.60 acres at approximately 935 East 50 South, including the ordinance of annexation, annexation agreement, and placement of the property in the R-1-9,000 zone.
4. Review and action on a resolution adding a short-term rental business license fee to the general fee schedule.
5. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement

installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.

- a. Review and action on an ordinance approving a commercial site plan for Dollar Tree, located at 648 East State Street in SC-1 Planned Shopping Center zone.
6. Review and action on an ordinance amending Title 15 of the American Fork City Code entitled Buildings and Construction.
7. Review and action on an ordinance approving an amended TOD Neighborhood Collector cross section.
8. Review and action on approval of a contract with Innovative Design Concepts to design and construct a float for American Fork City.
9. Consideration and action to enter into a closed session to discuss the character or professional competence of individuals, to discuss pending or reasonably imminent litigation, to discuss the purchase, lease or sale of real property, or to discuss other items described in Utah State Code 52-4-204 and 52-4-205.
10. Adjournment.

Dated this 10 day of February, 2020.



Terilyn Lurker
City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$\$735,743.20 and issue a Notice of Acceptance for the SAVAGE APARTMENTS PHASE 1A construction of public improvements located at 514 South 500 East.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

BUDGET IMPACT Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the SAVAGE APARTMENTS PHASE 1A public improvements located at 514 South 500 East. To authorize the issuance of documents and/or

payments to release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

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

SUPPORTING DOCUMENTS

Savage Property Development Phase 1 Performance Guarantee (XLSX)

Bond Release Request Savage 1A-Final (PDF)

Notice of Completion-Savage 1A (PDF)

Notice of Acceptance-Savage Prop 1A (PDF)

Name of Development: Savage Property Development

Phase 1 - 521 South 500 East

Name of Development: Savage Property Development																	
Phase 1 - 521 South 500 East																	
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
SWPPP																	
Silt Fence	4610	LF	\$2.50	\$11,525.00	4610	\$11,525.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Inlet Protection	25	Each	\$150.00	\$3,750.00	25	\$3,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Vehicle Tracking Control	1	LS	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																	
8" PVC Sewer Line	2161	LF	\$20.90	\$45,164.90	2161	\$45,164.90		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" Sewer Manhole Precast	9	Each	\$2,600.00	\$23,400.00	9	\$23,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5" Sewer Manhole Precast	3	Each	\$3,250.00	\$9,750.00	3	\$9,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																	
8" DI Culinary Water	5189	LF	\$35.00	\$181,615.00	5189	\$181,615.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Gate Valve	29	Each	\$1,785.00	\$51,765.00	29	\$51,765.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Tee w/ Thrust Block	7	Each	\$1,050.00	\$7,350.00	7	\$7,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Cross w/ Thrust Block	1	Each	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" 90 Degree Bend w/ Thrust Block	1	Each	\$1,050.00	\$1,050.00	1	\$1,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" 11.25 Degree Bend w/ Thrust Block	2	Each	\$1,050.00	\$2,100.00	2	\$2,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Water Meter Box/Vault	14	Each	\$3,130.00	\$43,820.00	14	\$43,820.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Water Lateral	388	LF	\$10.20	\$3,957.60	388	\$3,957.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant Assembly	10	Each	\$4,675.00	\$46,750.00	10	\$46,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6" DI Fire Hydrant Line	160	LF	\$29.40	\$4,704.00	160	\$4,704.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PRESSURIZED IRRIGATION																	
6" PVC Pipe	1200	LF	\$20.00	\$24,000.00	1200	\$24,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6" 11.25 Degree Bend w/ Thrust Block	2	Each	\$685.00	\$1,370.00	2	\$1,370.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Landscape Meter	2	Each	\$3,130.00	\$6,260.00	2	\$6,260.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Landscape Lateral	54	LF	\$10.20	\$550.80	54	\$550.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																	
Asphalt 3" - Standard Road	43494	SF	\$1.85	\$80,463.90	43494	\$80,463.90		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Roadbase 8" Hauled, Placed & Compacted	43494	SF	\$1.00	\$43,494.00	43494	\$43,494.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
24" Curb & Gutter (4" untreated base course included)	1327	LF	\$15.00	\$19,905.00	1327	\$19,905.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sidewalk 4" Thick (4"untreated base course included)	6652	SF	\$4.00	\$26,608.00	6652	\$26,608.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
ADA Ramp (6" concrete 6" base course included)	7	Each	\$1,500.00	\$10,500.00	7	\$10,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STORM DRAINAGE																	
15" RCP Storm Drain	1490	LF	\$36.00	\$53,640.00	1490	\$53,640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Inlet 2' x 3' x 4'	4	Each	\$2,050.00	\$8,200.00	4	\$8,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Combo Box	1	Each	\$3,650.00	\$3,650.00	1	\$3,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Manhole	5	Each	\$2,900.00	\$14,500.00	5	\$14,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing Storm Drain Box	1	Each	\$1,150.00	\$1,150.00	1	\$1,150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
As Bufts Mylar & Disks	1	Each	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$735,743.20		\$735,743.20		\$0.00		\$0.00		\$0.00		\$0.00		
10% Durability - retained at ICG release					\$73,574.32												
ICG Amount					\$809,317.52												\$73,574.32 Durability Period
Street Lights					\$25,000.00												
Fees					\$4,150.00												
															</		

Development Name: Savage Subdivision 1A

Development Address:

☐ Partial Release

 Final Release

☐ Warranty Release

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
			Total	\$735,743.20	

Bond Type: ☐ Cash Deposit ☐ Escrow Account ☒ Letter of Credit ☐ Surety Bond

Name: Chad Newbecker

Bank (if applicable): Bank of Arizona

Address: 16767 N. Perimeter Dr.

City: Scottsdale State: AZ Zip: 85260

Phone: 435-862-7908 Email: shawnt@wres.com

Signature: *[Signature]* Date: 12/18/19

☒ City Official Use Only
Fees paid and current

Administrative Signature: C. Lloyd Date: 2-5-20

Inspector Signature: Det. [Signature] Date: 1/4/20



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

Projects and/or subdivisions completed within the corporate limits of American Fork City

Mayor of American Fork
51 East Main
American Fork, UT 84003

Re: Savage Subdivision 1a

Dear Mayor:

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Construction Guarantee (ICG) be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the ICG, I understand that the one (1) year Durability Testing Period will commence wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, Shawn Tucker, the owner, developer, and authorized representative of Savage Subdivision/Project, do hereby request the release of the Improvement Construction Guarantee. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Savage Subdivision 1a

Address: 504 S. 500 E. American Fork

Requested ICG Amount: \$ 735,743.20

Shawn Tucker
Owner/Developer

12/18/19
Date

Attachment: Notice of Completion-Savage 1A (Final Bond Release-Savage Apartments Phase 1A)



NOTICE OF ACCEPTANCE AND IMPROVEMENTS CONSTRUCTION GUARANTEE RETAINER RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvements Construction Guarantee for SAVAGE PROPERTY PHASE 1A pursuant to the terms of Section 17.9.100 and 17.9.304 of the City Development Code. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvements Construction Guarantee, or to issue an authorized City check as appropriate for the type of guarantee provided. Upon issuance of this Notice of Acceptance, the Durability Testing Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvements Construction Guarantee funds will be held as the Durability Retainer pursuant to the City Performance Guarantee ordinance.

Amount Released: \$735,743.20

PASSED THIS 11 DAY OF FEBRUARY, 2020.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$452,618.54 and issue a Notice of Acceptance for the SAVAGE SUBDIVISION PHASE 1B construction of public improvements located at 514 South 500 East.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

BUDGET IMPACT Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the SAVAGE SUBDIVISION PHASE 1B public improvements located at 514 South 500 East. To authorize the issuance of documents and/or

payments to release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

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

SUPPORTING DOCUMENTS

Savage Property Development Phase 1B Performance Guarantee (XLSX)

Bond Release Request Savage 1B-Final (PDF)

Notice of Completion-Savage 1B (PDF)

Notice of Acceptance-Savage Prop 1B (PDF)

Name of Development: Savage Property Development

Name of Development: Savage Property Development					Date	Date	Date	Date	Date	Date							
Phase 1B					2/11/2020												
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
SWPPP																	
Silt Fence	392	LF	\$2.50	\$980.00	392	\$980.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Inlet Protection	1	Each	\$150.00	\$150.00	1	\$150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Vehicle Tracking Control	1	LS	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																	
18" SDR 35 PVC Sewer Line	1373	LF	\$40.00	\$54,920.00	1373	\$54,920.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" Sewer Manhole Precast	7	Each	\$4,812.57	\$33,687.99	7	\$33,687.99		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5" Sewer Manhole Precast	1	Each	\$5,200.00	\$5,200.00	1	\$5,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sanitary Sewer Lateral Connection	13	Each	\$900.00	\$11,700.00	13	\$11,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing Sewer Manhole	1	Each	\$4,425.00	\$4,425.00	1	\$4,425.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																	
8" DI Culinary Water	2605	LF	\$45.11	\$117,511.55	2605	\$117,511.55		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Gate Valve	24	Each	\$1,785.00	\$42,840.00	24	\$42,840.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Tee w/ Thrust Block	8	Each	\$850.00	\$6,800.00	8	\$6,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Cross	1	LF	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1 1/2" Water Meter Box/Vault	13	Each	\$3,130.00	\$40,690.00	13	\$40,690.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Culinary Water Lateral Connections	13	Each	\$1,400.00	\$18,200.00	13	\$18,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant Assembly	8	Each	\$5,000.00	\$40,000.00	8	\$40,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																	
Asphalt 3" - Standard Road	10180	SF	\$2.15	\$21,887.00	10180	\$21,887.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Roadbase 8" Hauled, Placed & Compacted	10180	SF	\$1.00	\$10,180.00	10180	\$10,180.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
24" Curb & Gutter (4" untreated base course included)	392	LF	\$22.00	\$8,624.00	392	\$8,624.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sidewalk 4" Thick (4"untreated base course included)	1960	SF	\$4.00	\$7,840.00	1960	\$7,840.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STORM DRAINAGE																	
15" RCP Storm Drain	220	LF	\$37.65	\$8,283.00	220	\$8,283.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Inlet 2' x 3' x 4"	1	Each	\$2,250.00	\$2,250.00	1	\$2,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Manhole	2	Each	\$4,800.00	\$9,600.00	2	\$9,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
As Built Mylar & Disks	1	Each	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Street Sign	4	Each	\$225.00	\$900.00	4	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Stop Sign	4	Each	\$300.00	\$1,200.00	4	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$452,618.54	\$452,618.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 Available for Release				
10% Durability - retained at ICG release					\$45,261.85	\$45,261.85 Durability Period											
ICG Amount					\$497,880.39												
Street Lights																	
Fees					\$0.00												

Development Name: Savage Subdivision 1B

Development Address:

☐ Partial Release

 Final Release

☐ Warranty Release

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
			Total	\$452,618.54	

Bond Type: ☐ Cash Deposit ☐ Escrow Account ☒ Letter of Credit ☐ Surety Bond

Name: Chad Newbaker

Bank (if applicable): Colorado State Bank and Trust

Address: 1600 Broadway, Ste 1510

City: Denver State: Co Zip: 80202

Phone: 435-862-7908 Email: shaunt@wmsgroup.com

Signature: Date: 17/18/19

City Official Use Only

☒ Fees paid and current

Administrative Signature: C. Floyd Date: 2-5-20

Inspector Signature: [Signature] Date: 1/4/20



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

Projects and/or subdivisions completed within the corporate limits of American Fork City

Mayor of American Fork
51 East Main
American Fork, UT 84003

Re: Savage Subdivision 1B

Dear Mayor:

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Construction Guarantee (ICG) be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the ICG, I understand that the one (1) year Durability Testing Period will commence wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, Shawn Tucker, the owner, developer, and authorized representative of Savage Subdivision/Project, do hereby request the release of the Improvement Construction Guarantee. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Savage subdivision 1b

Address: 514 S. 500 E. American Fork

Requested ICG Amount: \$ 452,618.54

Shawn Tucker
Owner/Developer

12/18/19
Date



NOTICE OF ACCEPTANCE AND IMPROVEMENTS CONSTRUCTION GUARANTEE RETAINER RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvements Construction Guarantee for SAVAGE PROPERTY PHASE 1B pursuant to the terms of Section 17.9.100 and 17.9.304 of the City Development Code. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvements Construction Guarantee, or to issue an authorized City check as appropriate for the type of guarantee provided. Upon issuance of this Notice of Acceptance, the Durability Testing Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvements Construction Guarantee funds will be held as the Durability Retainer pursuant to the City Performance Guarantee ordinance.

Amount Released: \$452,618.54

PASSED THIS 11 DAY OF FEBRUARY, 2020.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Approval of release for the Landscaping guarantee bond in the amount of \$386,391.79 for SAVAGE SUBDIVISION PHASE 1B located at 514 South 500 East.

SUMMARY RECOMMENDATION Approval of release for the Landscaping guarantee bond in the amount of \$386,391.79 for SAVAGE SUBDIVISION PHASE 1B located at 514 South 500 East.

BACKGROUND A release has been requested by the developer of SAVAGE SUBDIVISION PHASE 1B for the landscaping. The bond release would release the city's claim on a bank letter in the amount of \$386,391.79.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to accept the improvements and authorize the release of \$386,391.79.

SUPPORTING DOCUMENTS

Savage Phase 1B Landscaping Bond (PDF)
Savage 1B Landscaping Bond Release Request (PDF)



Chad S. Neubecker
 Senior Vice President
 BOK Financial
 1600 Broadway, Suite 1510
 Denver, CO 80202
 cneubecker@bokf.com

November 12, 2018

American Fork City
 Attention: Scott Sensenbaugher, City Engineer
 275 East 200 North
 American Fork, Utah 84003

Re: Wasatch-Savage Subdivision Performance Guarantee

American Fork City Public Works Department – Engineering Division:

Please be informed that BOKF, N.A. dba Colorado State Bank and Trust is holding in an account the sum of three hundred eighty six thousand three hundred ninety one and 79 cents, \$386,391.79 to guarantee the landscaping for the project located on or about 514 south 600 east in American Fork, Utah. This site is also known as Wasatch-Savage Subdivision.

These funds will only be released upon written request from an authorized representative of American Fork City. Said funds will be held until the time that all improvements are made by the developer or at such time as American Fork City ordinance allows for the withdrawal of the funds by the City to contract the completion of the improvements. It is also understood following the initial completion and finalization of the improvements that a portion of the funds will be held as a durability retainer as allowed per City ordinance to ensure the quality of the workmanship.

Should the improvements not be in place within one (1) year of the initial account establishment or earlier as authorized by the city code, Wasatch Residential Group, developer, and BOKF, N. A. dba Colorado State Bank and Trust hereby authorize American Fork City to withdraw the funds in their entirety for the purpose of completing the improvements.

This performance guarantee account and the commitment herein of BOKF, N. A. dba Colorado State Bank and Trust, mature on (date). However, following an initial 1 1/2 –year authorization period, this performance guarantee account and commitment shall automatically renew on an annual basis unless BOKF, N. A. dba Colorado State Bank and Trust provides in writing per certified mail, to the American Fork City Engineer and American Fork City Mayor, a notice of cancellation at least sixty (60) days prior to the most current expiration date.

Said account and funds and their availability is hereby guaranteed to the City by the financial institution as an FDIC member.

Respectfully,

Chad Neubecker
 Senior Vice President

Account Number #410679

Correspondence Information
 BOKF dba Colorado State Bank and Trust
 Attn: Chad Neubecker
 Address: 16767 North Perimeter Drive, Suite 200, Scottsdale, Arizona 85260
 Account Holder Wasatch Residential Group



BOND RELEASE REQUEST

Development Name: Savage Subdivision

Development Address: 514 S. 500 E. AF.

*All outstanding fees must be paid prior to any release.

☐ Partial Release

☐ Final Release

☐ Warranty Release

					Inspector Use Only Complete? Yes/No
Description of Item	Quantity	Units	Unit Price	Total	
Landscaping Bond					
				Total	386,391.79

Bond Type: ☐ Cash Deposit ☐ Escrow Account ☒ Letter of Credit ☐ Surety Bond

Please send check/bank letter to:

Name: Chad Newbecker
 Bank (if applicable): Colorado State Bank and Trust
 Address: 16767 N. Perimeter Dr., Ste 200
 City: Scottsdale State: AZ Zip: 85260
 Phone: 435-862-7908 Email: shauntewresgroup.com
 Signature: [Signature] Date: 12/18/19

		City Official Use Only	
		☒ Fees paid and current	
Administrative Signature:	<u>[Signature]</u>	Date:	<u>2-5-20</u>
Inspector Signature:	<u>[Signature]</u>	Date:	<u>1/4/20</u>



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the appointment of Stan Street (Director), Kathy McKay, and Kenneth Frost to the Senior Center Board.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

With the passing of Grant Parker, the Senior Center Board is in need of a new Director. Mayor Frost has met with the Board members and is recommending Stan Street be appointed to fill that position.

Mayor Frost is also recommending the appointment of Kathy McKay and Kenneth Frost to the Senior Center Board.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the appointments of Stan Street as Director of the Senior Center Board and Kathy McKay and Kenneth Frost as board members.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on the Houle Annexation, consisting of 0.60 acres at approximately 935 East 50 South, including the ordinance of annexation, annexation agreement, and placement of the property in the R-1-9,000 zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the Houle Annexation as stated in the attached minutes of the January 22, 2020 planning commission meeting.

BACKGROUND The applicant proposes the annexation of an existing home which is part of an unincorporated island consisting of 0.60 acres with no immediate development plans. For further analysis, please refer to the attached annexation agreement, staff report and planning commission minutes.

With the approval by the planning commission of the annexation agreement and all attachments being provided, this is ready for final action on the annexation.

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

SUGGESTED MOTION I move to approve the Houle Annexation, consisting of 0.60 acres at approximately 935 East 50 South, including the ordinance of annexation, annexation agreement, and placement of the property in the R-1-9,000 zone.

SUPPORTING DOCUMENTS

- Ordinance of Annexation (PDF)
- 2. Staff Report (PDF)
- 3. Minutes (PDF)

AN ORDINANCE

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

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

SECTION I. That the following described real property be, and the same is hereby annexed to American Fork City, Utah, the corporate limits of said city are hereby extended to include said described property, and said property is hereby declared to be part of American Fork City and shall henceforth be subject to all of the ordinances and regulations thereof, and that the description of the boundaries of American Fork City as set forth in Section 1.12.010 of the revised ordinances be amended to include the following described property to-wit:

ORDINANCE NO. _____
HOULE ANNEXATION (935 EAST 50 SOUTH)
 SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the R-1-9,000 Residential Zone and subject to the terms and conditions of the Houle Annexation Agreement as provided in Attachment 'B'.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 11 day of February, 2020.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
 County of Utah

I, Terilyn Lurker, City Recorder of American Fork City, Utah, do hereby certify the above and foregoing to be a full, true and correct copy of an ordinance amending Section 1.12.010 of the revised ordinances of American Fork City 1985, Amended, annexing certain properties to American Fork and establishing zoning classification for said property. In witness whereof, I hereunto set my hand and affix the corporate seal of American Fork, Utah this 11 day of February, 2020..

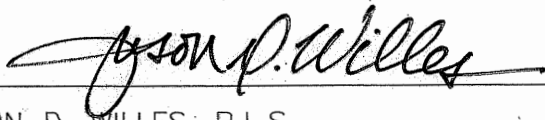
Terilyn Lurker, City Recorder

Attachment: Ordinance of Annexation (Houle Annexation)

?RR?AFKCLR|?|

SURVEYOR'S CERTIFICATE

I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NUMBER 376067 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.



JASON D. WILLES, P.L.S.

8-27-19

DATE

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE 1100 EAST ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 44843:1980, MAP NO. 2622, WHICH POINT IS SOUTH 302.88 FEET AND EAST 128.70 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID 1100 EAST ANNEXATION: (1) EAST 117.00 FEET; (2) SOUTH 220.50 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE WOFFINDEN-MCDANIEL ADDITION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 98260:2013, MAP NO. 14050; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID WOFFINDEN-MCDANIEL ADDITION: (1) WEST 17.81 FEET; (2) SOUTH 1.98 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE FRAUGHTON/GRAY ANNEXATION; THENCE WEST ALONG SAID NORTHERLY LINE 99.19 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE SMITH ADDITION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 43815:1977, MAP NO. 1950, THENCE NORTH ALONG SAID EASTERLY LINE 222.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 25,995 SQUARE FEET OR 0.597 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = SOUTH 00°24'13" EAST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE WEST QUARTER CORNER OF SAID SECTION.

Attachment: Ordinance of Annexation (Houle Annexation)

ANNEXATION AGREEMENT (*Houle Annexation*)

This Agreement, made and entered into this _____ day of _____, 20__, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and David and Jamilyn Houle, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately-owned real property constituting the entirety of the *Houle Annexation*, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 1), together with an Annexation Area map (Attachment 2) prepared by the Applicant showing the real property proposed for annexation (hereafter referred to as "Annexation Area").

WHEREAS, the Annexation Area constitutes a portion of an existing island, as defined by Utah State law; and

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2019-08-30R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held.

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) execute this Agreement and enact an ordinance of annexation relating thereto, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement and any other conditions required prior to annexation.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

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

SECTION 3 - Authority of Applicants: Applicants hereby affirm that they are the current owners of at least 75% of the Annexation Area and have complete authority to enter into this Agreement and bind the Annexation Area hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Residential Low Density. Therefore, the zone classification attached to the parcel shall be R-1-9,000. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed. The City's Transportation Element of the General Plan provides for the development of 50 South as a Major Collector with a bike lane. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for 50 South in the location shown on the plat prepared by the Applicant and approved by the City (Attachment 4). Applicants shall have no obligation to construct any right-of-way improvements unless and until any improvement or development occurs on the parcel adjacent to the right-of-way, or as otherwise required by City Code, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

SECTION 6 - Conveyance of Water Right: Applicants acknowledge that the dedication of water rights is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicants have a sufficient basis to delay the time of conveyance of water rights until the time of development in accordance with City Code Section 17.1.400(C). A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicants acknowledge that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders, as part of any forthcoming development project. Such piping shall be completed prior to or in concurrence with the development of the parcel and in compliance with City Code Section 17.8.303 – Plan to identify and accommodate natural constraints to development.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicants agree to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as right-of-way to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
- b. If to Applicants, to David and Jamilyn Houle, 935 E. 50 S. American Fork UT, 84003.

SECTION 12 - Counterparts and Severability: In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 13 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns, and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court costs in addition to other lawful damages resulting therefrom.

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

Applicants names

MAYOR

Applicants signatures

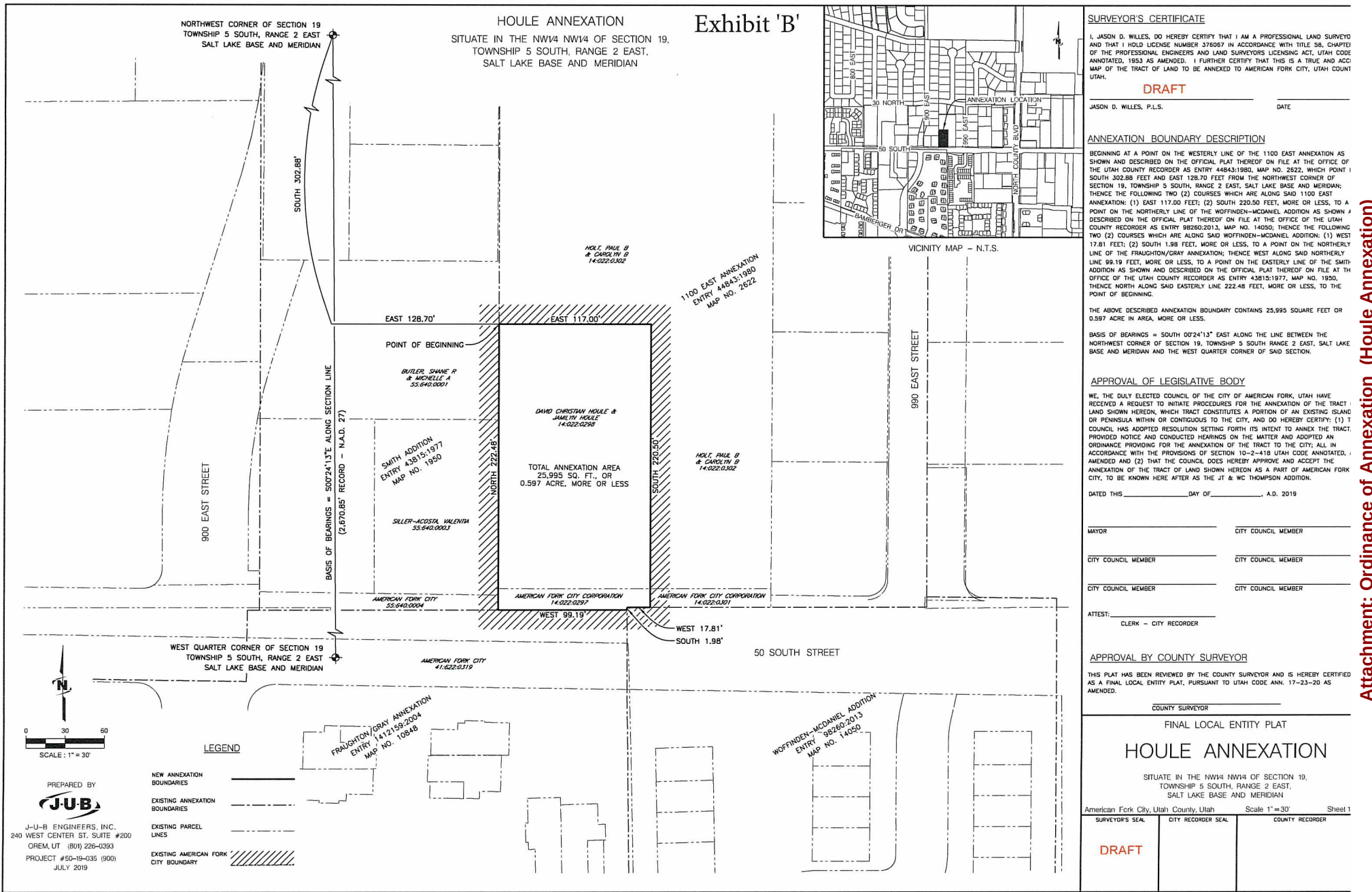
ATTEST:

City Recorder

Attachment: Ordinance of Annexation (Houle Annexation)

LIST OF ATTACHMENTS

Attachment 1	Request to Initiate Annexation of Land of Within an Island or Peninsula
Attachment 2	Annexation Area Map
Attachment 3	Zone Classification Map
Attachment 4	Annexation Plat
Attachment 5	Water Delay Agreement



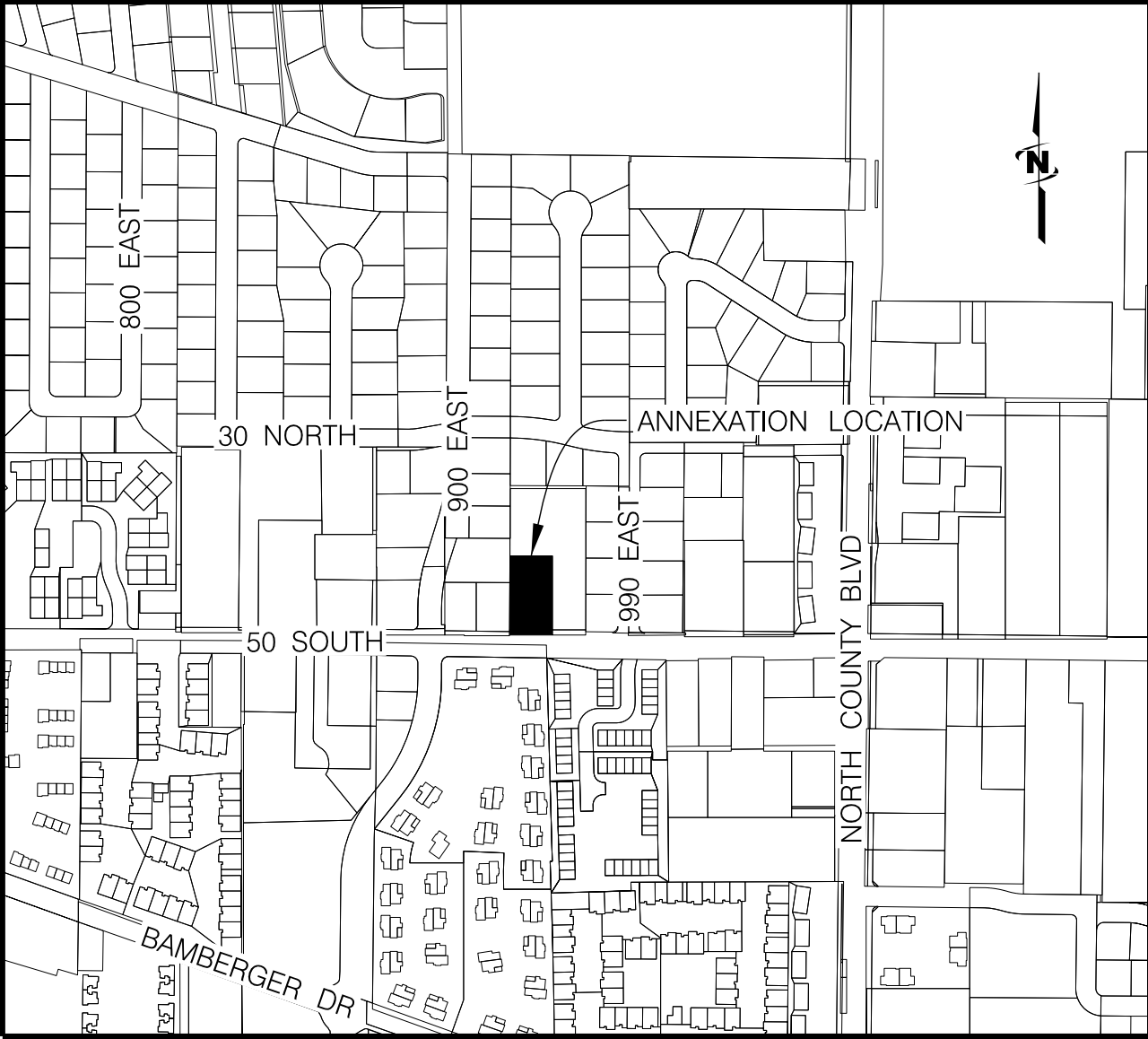
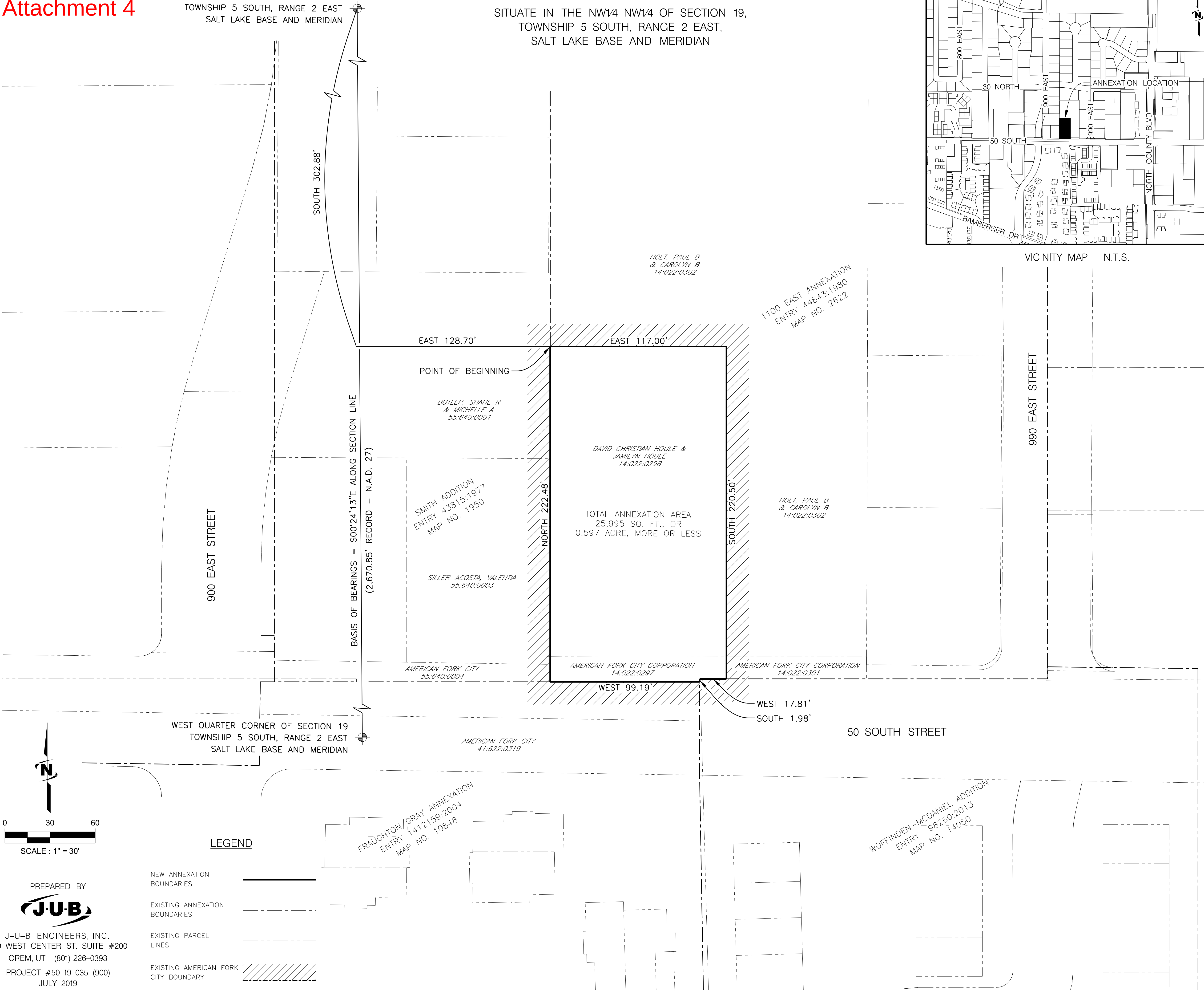


Packet Pg. 29

NORTHWEST CORNER OF SECTION 19
TOWNSHIP 5 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN

HOULE ANNEXATION

SITUATE IN THE NW1/4 NW1/4 OF SECTION 19,
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN



VICINITY MAP - N.T.S.

SURVEYOR'S CERTIFICATE

I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NUMBER 376067 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

DRAFT

JASON D. WILLES, P.L.S.

DATE

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE 1100' EAST ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 44843:1980, MAP NO. 2622, WHICH POINT IS SOUTH 302.88 FEET AND EAST 128.70 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID 1100' EAST ANNEXATION: (1) EAST 117.00 FEET; (2) SOUTH 220.50 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE WOFFINDEN-MCDANIEL ADDITION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 98260:2013, MAP NO. 14050; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID WOFFINDEN-MCDANIEL ADDITION: (1) WEST 17.81 FEET; (2) SOUTH 1.98 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE FRAUGHTON/GRAY ANNEXATION; THENCE WEST ALONG SAID NORTHERLY LINE 99.19 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE SMITH ADDITION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 43815:1977, MAP NO. 1950, THENCE NORTH ALONG SAID EASTERLY LINE 222.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 25,995 SQUARE FEET OR 0.597 ACRE IN AREA, MORE OR LESS.

BASIS OF BEARINGS = SOUTH 00°24'13\"

APPROVAL OF LEGISLATIVE BODY

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

DATED THIS _____ DAY OF _____, A.D. 2019

MAYOR _____ CITY COUNCIL MEMBER _____

CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

ATTEST: _____
CLERK - CITY RECORDER

APPROVAL BY COUNTY SURVEYOR

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

COUNTY SURVEYOR _____

FINAL LOCAL ENTITY PLAT

HOULE ANNEXATION

SITUATE IN THE NW1/4 NW1/4 OF SECTION 19,
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN

American Fork City, Utah County, Utah Scale 1\"

DRAFT

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("Agreement") is entered into as of the 2 day of December, 2019 ("Effective Date"), by and between Jamilyn & David Houle ("Owner"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("City").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 14:022:0298 ("Property"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("Annexation Request"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20____. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("Committed Water"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner’s Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On the ____ day of _____, 20____, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

[OWNER]

Jamelyn Houle

[Signature]

STATE OF UTAH)
)
) :ss
COUNTY OF Utah)

On the 17 day of December, 2019, Jamelyn David Houle personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

[Signature]
NOTARY PUBLIC



EXHIBIT A**Description of Water Rights and/or Water Shares Committed to the City****Attachment: Ordinance of Annexation (Houle Annexation)**

Review and action on an agreement for the Houle Annexation, consisting of .60 acres, located in the area of 935 East 50 South

The Houle annexation closes an island of unincorporated County land in the vicinity of 935 East 50 South. The annexation area consists of .60 acres. The R1-9,000 zone is proposed, matching surrounding properties. No development is proposed, and an existing home is found on the property.

Potential Motions:

APPROVAL

Mr. Chairman, I move that we recommend approval of the Houle Annexation Agreement.

DENIAL

Mr. Chairman, I move that we recommend denial of the Houle Annexation Agreement.

TABLE

Mr. Chairman, I move that we table action on the Houle Annexation Agreement.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 1/22/2020

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: Houle Annexation

Project Address: 935 East 50 South

Developer / Applicant's Name: David & Jamilyn Houle

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 1/22/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

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.

APPROVED MINUTES

AMERICAN FORK CITY PLANNING COMMISSION MINUTES JANUARY 22, 2020

The American Fork City Planning Commission met in a regular session on January 22, 2020 at the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m.

Present: John Woffinden
Chris Christiansen
Geoff Dupaix
Harold Dudley
Ryan Hunter
Christine Anderson

Absent: Rod Brocious
Rebecca Staten

Staff Present: Adam Olsen, City Planner
Wendelin Knobloch, Planner
Ben Hunter, Engineer
Lisa Halversen, Administrative Assistant

Also Present: Dave Pierson

1. Pledge of Allegiance

Chairman Woffinden welcomed everyone and those present recited the Pledge of Allegiance.

2. Review and action on the Houle Annexation Agreement, for property located at approximately 935 East 50 South and consisting of approximately .60 acres

Mr. Olsen stated that the Houle annexation closes an island of unincorporated County land in the vicinity of 935 East 50 South. The annexation area consists of .60 acres. The R1-9,000 zone is proposed, matching surrounding properties. No development is proposed, and an existing home is found on the property.

Mr. Hunter said that the Engineering Division has no concerns, there is existing right-of-way along 50 South. They are entering into a water delay agreement in case of future development. The Engineering Division has no other concerns.

Mr. Christiansen moved to recommend approval of the Houle Annexation Agreement.

Ms. Anderson seconded the motion. Voting was as follows:

APPROVED MINUTES

Chairman Woffinden Aye
 Chris Christiansen Aye
 Christine Anderson Aye
 Geoff Dupaix Aye
 Harold Dudley Aye
 Ryan Hunter Aye

The motion carried.

3. Hearing, review and action on a site plan for Dollar Tree, located at 648 East State Street in the SC-1 Planned Shopping Center zone

Mr. Olsen indicated that Dollar Tree proposes to combine and expand three suites in the American Fork Shopping Center. The expansion necessitates Planning Commission approval. Dollar Tree will expand to the north, toward the parking lot, creating more of a flush appearance with the existing suites to the east and west. 7 parking stalls will be removed as part of the expansion; however, sufficient parking exists within the overall shopping center. Renderings have been included in the submittal materials, illustrating the finished expanded facade.

Mr. Hunter stated that the Engineering Division recommends approval, all utilities are existing and there are no engineering issues.

Public Hearing Opened

Public Hearing Closed

Mr. Dave Pearson with Galloway represents the owners of the shopping center. This proposal adds more sales floor area for a potential Dollar Tree store. The shell will be pulled out to leave a clean interior, there will also probably be an enclosed trash structure. New sidewalk will be put in the front, and there will be shear walls on both sides.

Chairman Woffinden asked when they plan on beginning work.

Mr. Pierson said that they want to begin as soon as possible. Two building permits will be issued, one for the shell and one for Dollar Tree or tenant.

Mr. Christiansen moved to approve the site plan for Dollar Tree, with the finding listed in the staff report and subject to any findings, conditions and modifications found in the Engineering report.

Mr. Dupaix seconded the motion. Voting was as follows:

Chairman Woffinden Aye



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Administration

Director Approval David Bunker

AGENDA ITEM Review and action on a resolution amending the General Fee Schedule to include Short-term Rental Business License Fee.

AGENDA ITEM

Review and action on a resolution amending the General Fee Schedule to include Short-term Rental Business License Fee.

SUMMARY RECOMMENDATION

Staff recommends approval of an \$80 Business License Fee for Short-term Rentals to be added to the general fee schedule

BACKGROUND

During the January 28, 2020 City Council meeting, Ordinance No. 2020-01-05 was adopted creating Chapter 05.42 of the American Fork City Code regulating business licenses for short-term rental properties. Staff performed an analysis to determine the operating costs of processing and approving the applications as well as issuing the business license. Operating costs is estimated at \$80 and includes staff time, business licensing software annual renewal maintenance fees, incidental office supplies, and an administrative overhead rate.

Staff also recommends requiring fire inspections of the rental property to ensure compliance with all applicable fire codes. Fire inspections will be charged separately at the rate of \$100, per the approved general fee schedule.

Staff surveyed surrounding cities to determine reasonableness of the proposed fee. Lehi, Cedar Hills, Pleasant Grove and Alpine did not have business license fees specific to short-term rentals.

Highland City	\$375
City of Sandy	\$140
Heber City	\$65 + \$9/room

BUDGET IMPACT

Revenue varies with volume. However, all revenues are intended to recover costs of providing services.

SUGGESTED MOTION

I move to adopt a resolution amending the General Fee Schedule to include an annual Short-term Rental Business License Fee in the amount of \$80.

SUPPORTING DOCUMENTS

02-11-20 Short-term Rental Fee Resolution (DOC)

RESOLUTION NO.

A RESOLUTION OF THE CITY OF AMERICAN FORK AMENDING THE GENERAL FEE SCHEDULE TO INCLUDE SHORT-TERM RENTAL BUSINESS LICENSE FEE.

WHEREAS, American Fork City adopted Resolution No. 2019-09-21R for the purpose of establishing a general schedule of fees charged by the City;

WHEREAS, American Fork City adopted Ordinance No. 2020-01-04 repealing and replacing Chapter 17.18 of the American Fork City Code regulating Short-term rentals and also adopted Ordinance No. 2020-01-05 creating Chapter 05.42 of the American Fork City Code regulating business licenses for short-term rentals;

WHEREAS, staff has identified costs associated with operation of processing, approving and issuing said Short-term rental business license;

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

Section 1. Fee Established. The following fee shall be assessed and collected from persons applying for Short-term Business License as defined in Chapter 05.42 of the American Fork City Code regulating business licenses for short-term rentals and shall be added to the American Fork General Fee Schedule:

- a. Short-term Rental Business License Fee \$80

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

Section 3. Effective Date. Above listed fees shall be effective immediately upon passage of this Resolution

PASSED by the American Fork City Council this 11 Day of February, 2020.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a commercial site plan for Dollar Tree, located at 648 East State Street in SC-1 Planned Shopping Center zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the site plan for Dollar Tree as stated in the attached minutes of the January 22, 2020 planning commission meeting.

BACKGROUND The applicant proposes a remodel and minor expansion of three existing suites in the American Fork Shopping Center. 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 Dollar Tree with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the January 22, 2020 planning commission meeting.

SUPPORTING DOCUMENTS

1. Ord (PDF)
2. Site Plan (PDF)
3. Staff Report (PDF)
4. Minutes (PDF)

ORDINANCE NO.**AN ORDINANCE APPROVING THE SITE PLAN FOR DOLLAR TREE LOCATED AT
648 EAST STATE STREET****BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH,****PART I****DEVELOPMENT APPROVED - ZONE MAP AMENDED**

- A. The site plan for Dollar Tree 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 11th DAY OF FEBRUARY, 2020.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

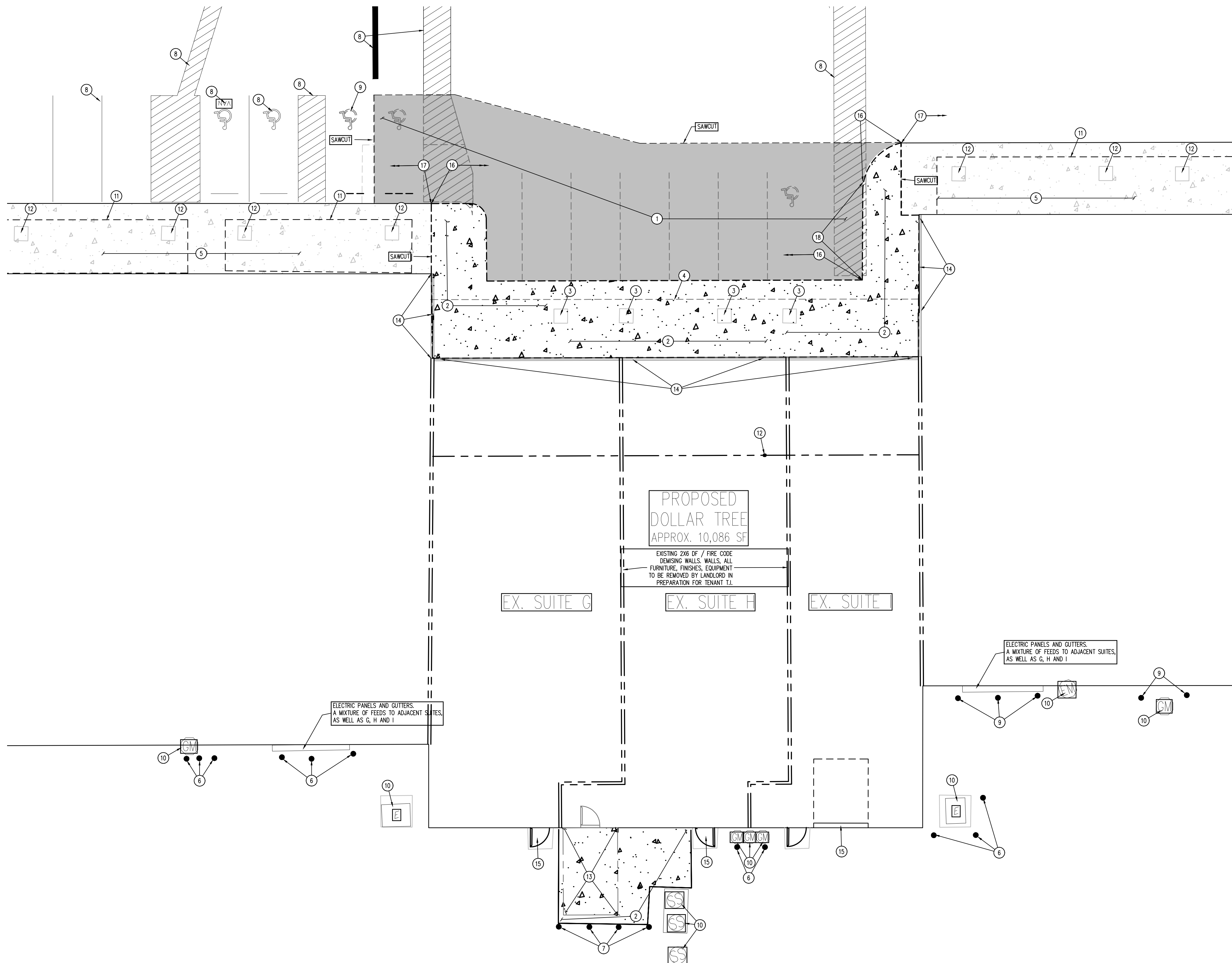
Attachment: 1. Ord (Dollar Tree)

SHEET INDEX

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Now what's **below**.
Call before you dig.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



SITE LEGEND	
	PROPERTY LINE
	SAWOUT LINE
	EXISTING CONCRETE
	ASPHALT TO BE REMOVED
	ELECTRICAL BOX
	EXISTING / PROPOSED FIRE HYDRANT
	EXISTING / PROPOSED MANHOLE

SITE NOTES	
(1)	EXISTING ASPHALT TO BE REMOVED.
(2)	EXISTING CONCRETE TO BE REMOVED.
(3)	EXISTING CONCRETE COLUMNS TO HAVE ARCHITECTURAL CLADDING / FINISHES REMOVED, OR COMPLETE STRUCTURAL MEMBER. SEE ARCHITECTURAL PLANS FOR EXTENT OF REMOVAL.
(4)	EXISTING BUILDING CANOPY SURFACING MATERIALS TO BE REMOVED IN PREPARATION FOR CONSTRUCTION OF NEW STRUCTURE AND FACADE. SEE ARCHITECTURAL PLANS FOR EXTENT OF REMOVAL.
(5)	EXISTING CONCRETE TO REMAIN IN PLACE AND PROTECTED FOR NEW TIE-IN.
(6)	EXISTING BOLLARD TO REMAIN.
(7)	EXISTING BOLLARD TO BE REMOVED.
(8)	EXISTING STRIPPING TO REMAIN.
(9)	EXISTING STRIPPING TO BE REMOVED.
(10)	EXISTING UTILITY TO REMAIN.
(11)	EXISTING BUILDING CANOPY TO REMAIN.
(12)	EXISTING COLUMN TO REMAIN.
(13)	EXISTING FREEZER / COOLER STRUCTURE AND DOOR THROUGH WALL TO BE REMOVED. PREP OPENING FOR CMU INFILL.
(14)	EXISTING STOREFRONTS TO BE REMOVED AS PART OF SHELL EXTENSION PROJECT. SEE ARCHITECTURAL FOR EXTENTS AND FOR SHELL REPLACEMENT STRUCTURES TO BE INSTALLED. NOTE: SOME WORK WILL TAKE PLACE IN ADJOINING SPACES TO FULLY DEMISE THE NEW SPACE FROM THE ADJOINING. SEE ARCHITECTURAL AND STRUCTURAL.
(15)	EXISTING EXTERIOR DOORS TO REMAIN.
(16)	EXISTING ZERO FACE CURB TO BE REMOVED.
(17)	EXISTING TURN-DOWN CURB TO REMAIN.
(18)	EXISTING TURN-DOWN CURB TO BE REMOVED.
(19)	CONSTRUCT NEW TURN-DOWN CURB, INTEGRAL WITH NEW SIDEWALKS. SEE C15.

WESTERN AVENUE CAPITAL
DOLLAR TREE

AMERICAN FORK SHOPPING CENTER

HIGHWAY 89 S 700 E STREET
AMERICAN FORK, UTAH

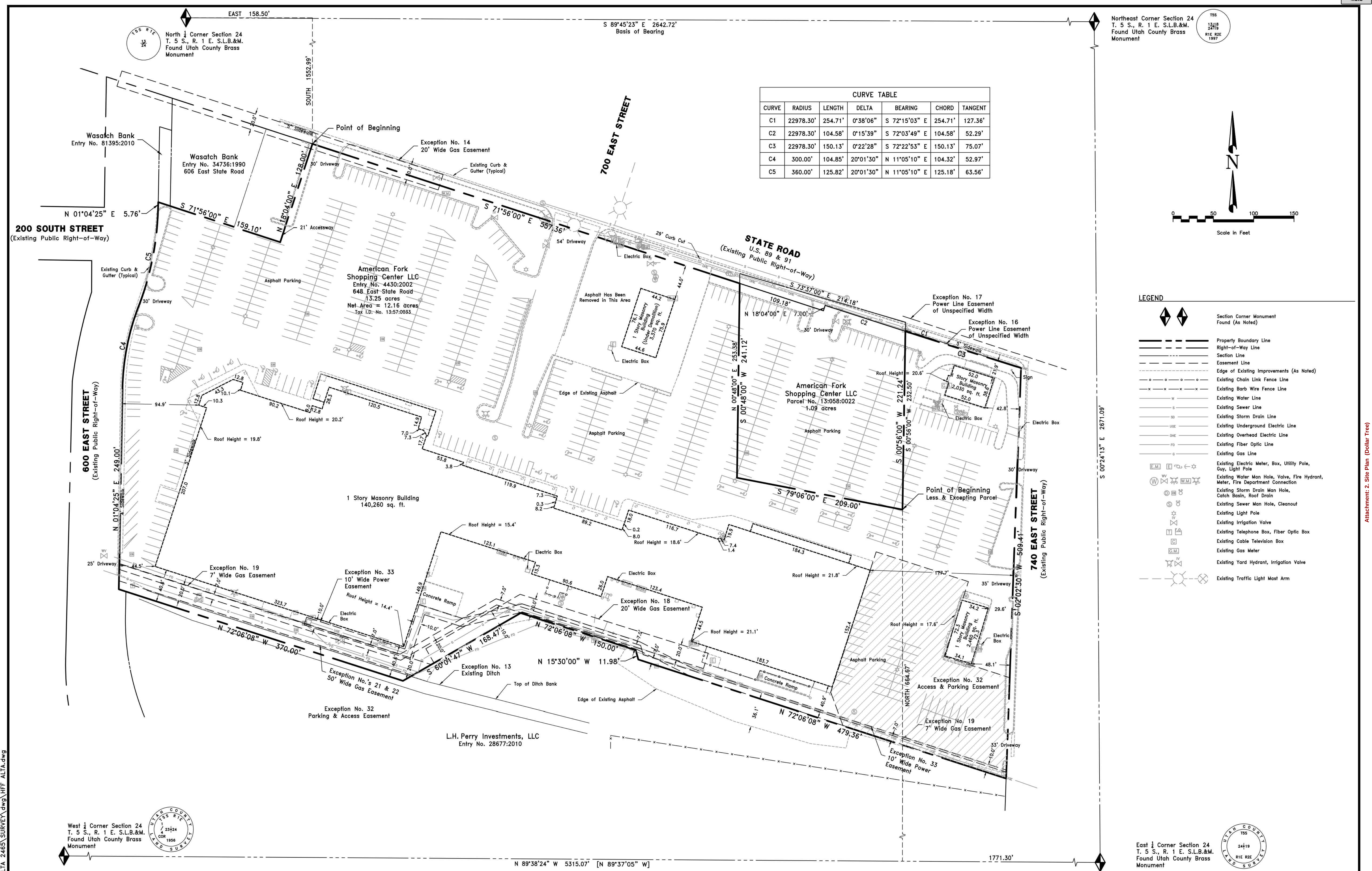
Attachment: 2. Site Plan (Dollar Tree)

#	Date	Issue / Description	Init.
A	12-18-19	INITIAL SITE PLAN SUBM TO AHJ	DRP
B	01-08-20	SUBMITL #2 TO AHJ FOR FC	DJS/DRP
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P			
Q			
R			
S			
T			
U			
V			
W			
X			
Y			
Z			

Project No:	
Drawn By:	DJS
Checked By:	DPS
Date:	10/30/2019

DEMOLITION PLAN

C0.2



DRAWN MNG 7/15 DATE	CHECKED JDP 7/15 DATE	HFF	 DOMINION Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000	IN THE NE 1/4 SECTION 24, T5S, R1E SLB&M		PROJECT NO. 2465-01
DESIGNED DATE	PROJECT ENGINEER			ALTA/ACSM LAND TITLE SURVEY		SHEET NO. 2 of 2
APPROVED DATE	PROJECT MANAGER					NO. REVISIONS BY DATE
						FILE NAME: HFF ALTA SCALE: 1"=50'

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WESTERN AVENUE CAPITAL
DOLLAR TREE

AMERICAN FORK SHOPPING CENTER

HIGHWAY 89 S 700 E STREET
AMERICAN FORK, UTAH

Attachment: 2. Site Plan (Dollar Tree)

SITE LEGEND	
	PROPERTY LINE
	SAWCUT LINE
	EXISTING CONCRETE
	ASPHALT TO BE REMOVED
	ELECTRICAL BOX
	EXISTING / PROPOSED FIRE HYDRANT
	EXISTING / PROPOSED MANHOLE
	GAS METER

SITE NOTES	
(1)	PROPOSED SIDEWALK WITH VERTICAL 24" TURN-DOWN. 6" CURBSIDE. MATCH EXISTING THICKNESS AND ELEVATIONS.
(2)	PROPOSED STRIPING. MATCH EXISTING COLOR AND STYLE
(3)	PROPOSED BUILDING ADDITION - APPROX 2,000 S.F.
(4)	EXISTING CONCRETE TO REMAIN
(5)	EXISTING STRIPING TO REMAIN.
(6)	EXISTING BOLLARDS TO REMAIN
(7)	EXISTING TRANSFORMERS TO REMAIN.
(8)	EXISTING GREASE TRAP/SANITARY SEWER MANHOLE TO REMAIN.
(9)	EXISTING CANOPY COLUMN TO REMAIN.
(10)	CONSTRUCT HANDICAP RAMP PER ANSI 117.1

[illegible]

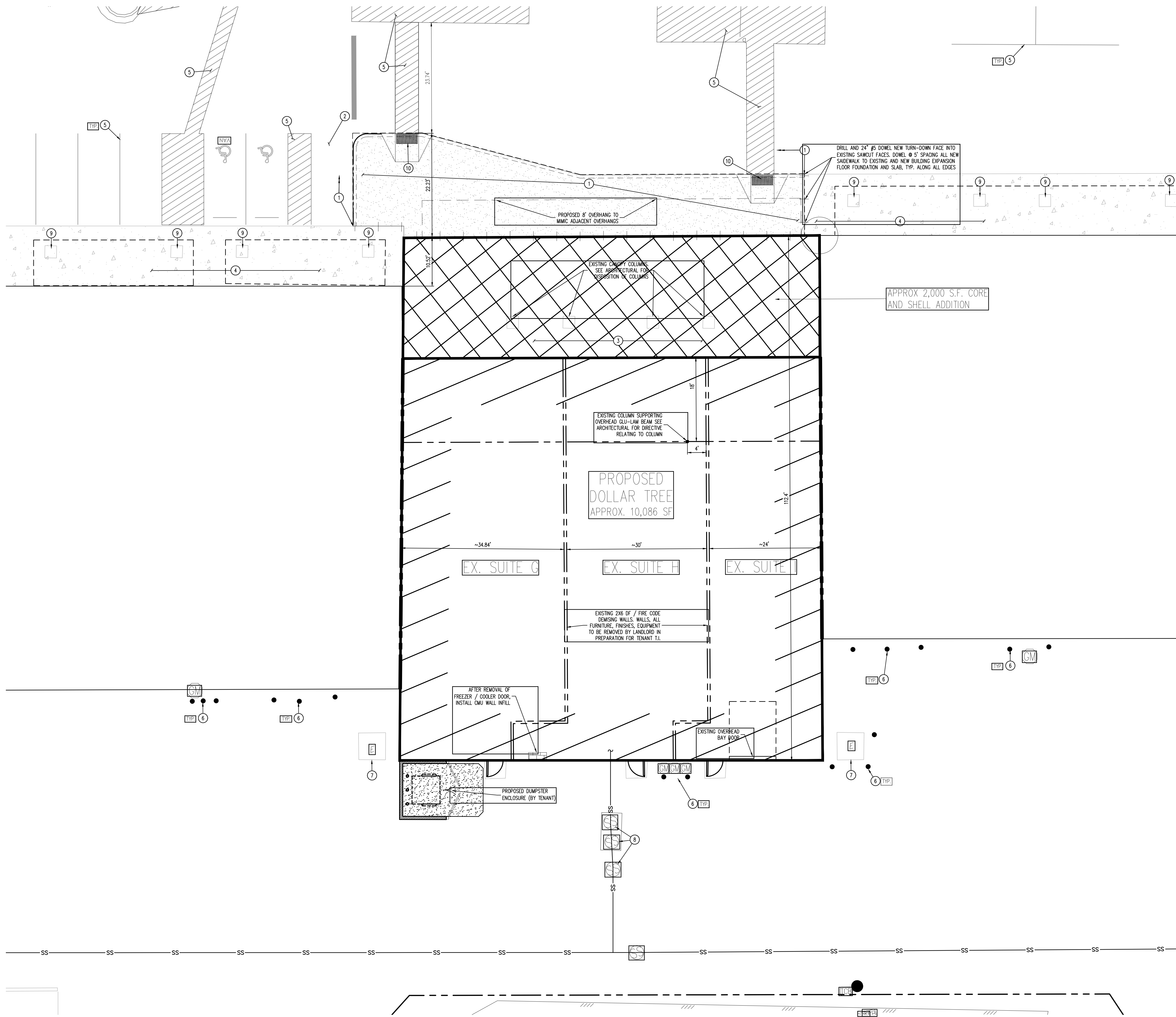
Project No:	
Drawn By:	DJS
Checked By:	DRP
Date:	10/22/2019

SITE PLAN

C1.0

Packet Pg. 50

©Western Avenue CapitalUT, Am Fork Carter-Collar General Space Combination/CADDS CONVEA2 - C1.0 - Site Plan.dwg - Dave Pierson - 1/7/2020



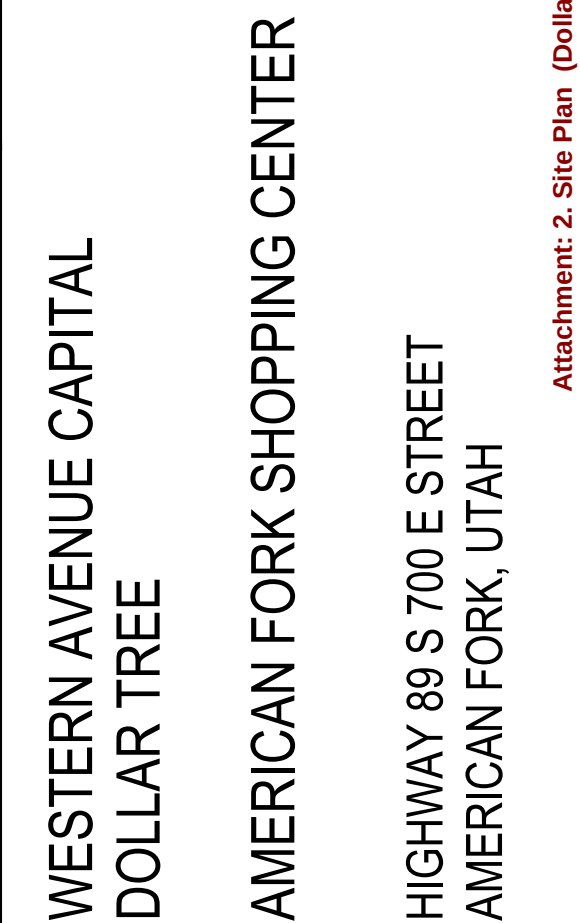
CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IT IS NOT TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.



**Know what's below.
Call before you dig.**

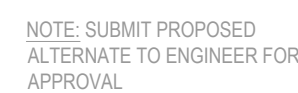
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY EITHER BY SURVEY OR AN ALTERNATIVE METHOD, REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



Project No:	
Drawn By:	DJS
Checked By:	DRP
Date:	10/22/2019

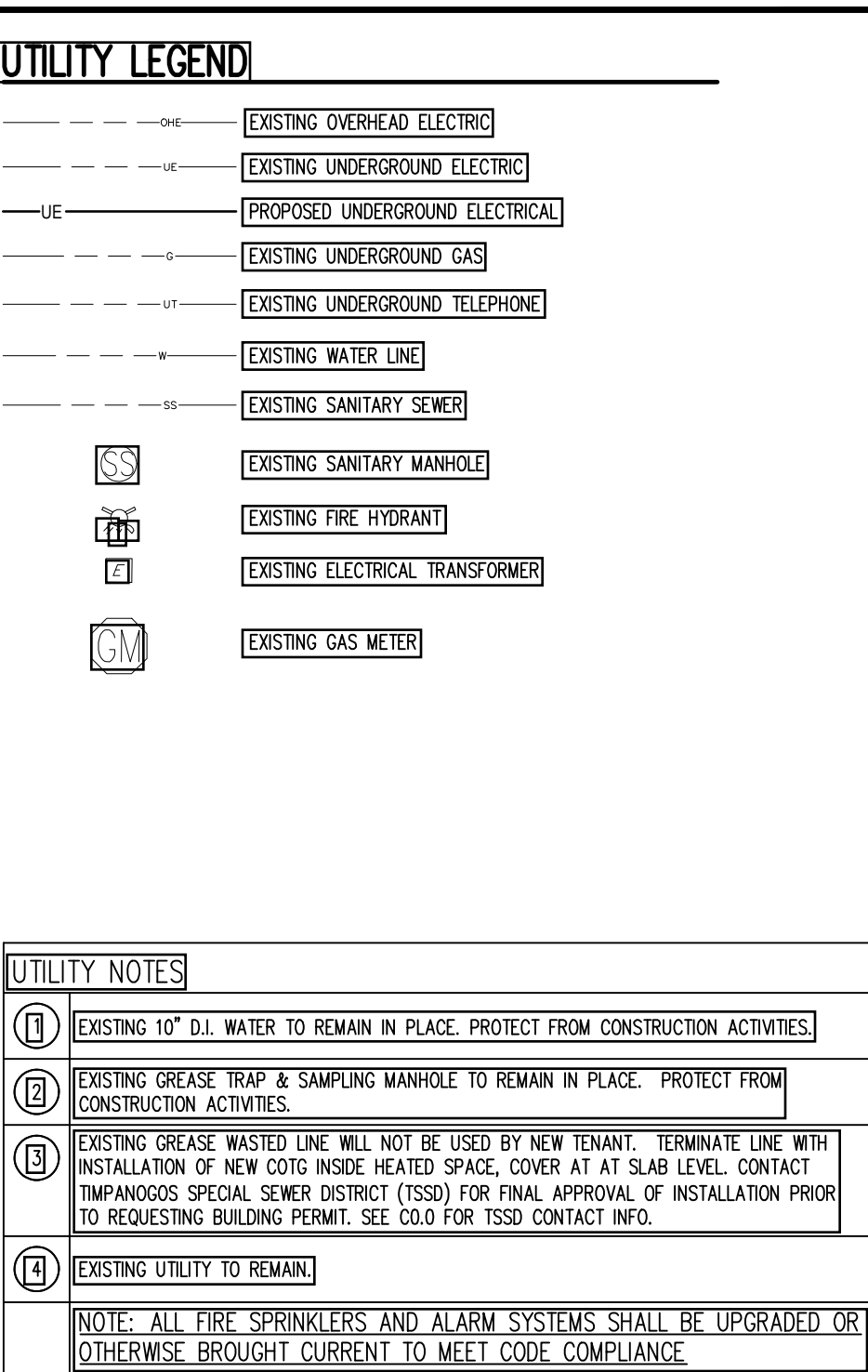
C1.1





NOT TO SCALE





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NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.



Attachment: 2. Site Plan (Dollar Tree)

Project No:	
Drawn By:	DJS
Checked By:	DRP
Date:	10/22/2019

C4.0

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AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: January 22, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a site plan for Dollar Tree, located at 648 East State Street, in the SC-1 (Planned Shopping Center) zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION				
Location:		648 East State Street		
Applicants:		Galloway & Company		
Existing Land Use:		Commercial		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Residential		
	East	Commercial		
	West	Commercial		
Existing Zoning:		SC-1 (Planned Shopping Center)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	SC-1 (Planned Shopping Center)		
	South	PC (Planned Community)		
	East	SC-1 (Planned Shopping Center)		
	West	SC-1 (Planned Shopping Center)		
Land Use Plan Designation:		Design Commercial		
Zoning within density range?		x	Yes	No

Attachment: 3. Staff Report (Dollar Tree)

Background

Dollar Tree proposes to combine and expand three suites in the American Fork Shopping Center. The expansion necessitates Planning Commission approval. Dollar Tree will expand to the north, toward the parking lot, creating more of a flush appearance with the existing suites to the east and west. 7 parking stalls will be removed as part of the expansion; however, sufficient parking exists within the overall shopping center. Renderings have been included in the submittal materials, illustrating the finished expanded facade.

Consistency with the Land Use Plan:

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

FINDING OF FACT

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

1. The proposed site plan meets the applicable criteria as found in Section 17.7.602 of the Development Code.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the site plan for Dollar Tree, with the finding listed in the staff report and subject to any findings, conditions, and modifications found in the Engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the site plan for Dollar Tree.

TABLE

Mr. Chairman, I move that we table action on the site plan for Dollar Tree.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 1/22/2020

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: Dollar Tree Expansion

Project Address: 648 East State Street

Developer / Applicant's Name: Dave Pierson

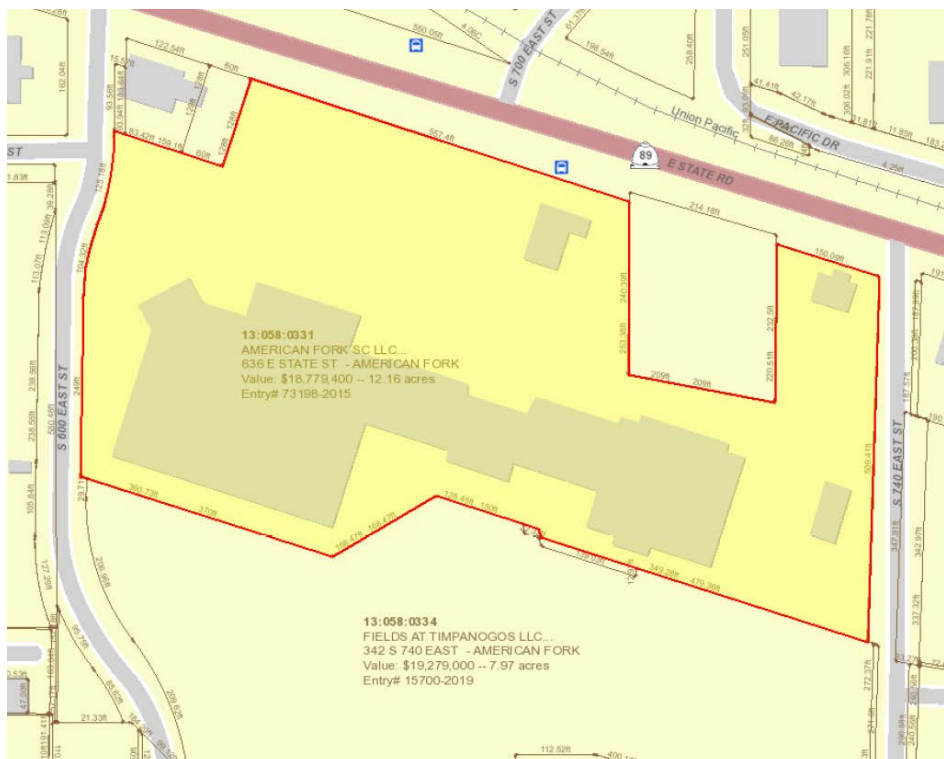
Type of Application:

- | | | |
|--|--|--------------------------------------|
| ☐ 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 1/22/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

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.

APPROVED MINUTES

Chairman Woffinden Aye
 Chris Christiansen Aye
 Christine Anderson Aye
 Geoff Dupaix Aye
 Harold Dudley Aye
 Ryan Hunter Aye

The motion carried.

3. Hearing, review and action on a site plan for Dollar Tree, located at 648 East State Street in the SC-1 Planned Shopping Center zone

Mr. Olsen indicated that Dollar Tree proposes to combine and expand three suites in the American Fork Shopping Center. The expansion necessitates Planning Commission approval. Dollar Tree will expand to the north, toward the parking lot, creating more of a flush appearance with the existing suites to the east and west. 7 parking stalls will be removed as part of the expansion; however, sufficient parking exists within the overall shopping center. Renderings have been included in the submittal materials, illustrating the finished expanded facade.

Mr. Hunter stated that the Engineering Division recommends approval, all utilities are existing and there are no engineering issues.

Public Hearing Opened

Public Hearing Closed

Mr. Dave Pearson with Galloway represents the owners of the shopping center. This proposal adds more sales floor area for a potential Dollar Tree store. The shell will be pulled out to leave a clean interior, there will also probably be an enclosed trash structure. New sidewalk will be put in the front, and there will be shear walls on both sides.

Chairman Woffinden asked when they plan on beginning work.

Mr. Pierson said that they want to begin as soon as possible. Two building permits will be issued, one for the shell and one for Dollar Tree or tenant.

Mr. Christiansen moved to approve the site plan for Dollar Tree, with the finding listed in the staff report and subject to any findings, conditions and modifications found in the Engineering report.

Mr. Dupaix seconded the motion. Voting was as follows:

Chairman Woffinden Aye

APPROVED MINUTES

1	Chris Christiansen	Aye
2	Christine Anderson	Aye
3	Geoff Dupaix	Aye
4	Harold Dudley	Aye
5	Ryan Hunter	Aye
6		

7

8 4. Review and action on the 2020 American Fork City Planning Commission Meeting Schedule

9 Mr. Olsen posted notice of scheduled Planning Commission meetings for 2020. If there is a
 10 meeting where there are no agenda items or when most commissioners will be gone, the meeting
 11 will be canceled. Commissioners discuss moving the April 8 meeting closest to spring break, the
 12 City Council has canceled their meeting around the same time.

13 **Mr. Christiansen moved to recommend approval of the 2020 American Fork City Planning**
 14 **Commission Meeting Schedule**

15 **Ms. Anderson seconded the motion. Voting was as follows:**

16	Chairman Woffinden	Aye
17	Chris Christiansen	Aye
18	Christine Anderson	Aye
19	Geoff Dupaix	Aye
20	Harold Dudley	Aye
21	Ryan Hunter	Aye

22 **The motion carried.**

23

24 5. Review and action on the election of Planning Commission officers

25 Chairman Woffinden indicated that he would like to stay as Chairman for the upcoming year, he
 26 asked commissioners to select a vice-chair.

27 **Mr. Dudley moved to retain John Woffinden as Chairman and Christine Anderson as Vice-**
 28 **Chair**

29 **Mr. Christiansen seconded the motion. Voting was as follows:**

30	Chairman Woffinden	Aye
31	Chris Christiansen	Aye
32	Christine Anderson	Aye
33	Geoff Dupaix	Aye
34	Harold Dudley	Aye
35	Ryan Hunter	Aye

36 **The motion carried.**

37



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Title 15 of the American Fork City Code entitled "Building and Construction."

SUMMARY RECOMMENDATION

Staff recommends approval of the Ordinance.

BACKGROUND

Every three years the International Fire and Building Codes are updated to meet emerging trends in applicable industries. The city needs to update our municipal code to include the current building codes as adopted by the state.

BUDGET IMPACT

N/A

SUGGESTED MOTION Move to approve the Ordinance amending Title 15 of the American Fork City Code entitled "Buildings and Construction" specifically adopting 2018 International Building Code, 2017 National Electrical Code, 2018 International Plumbing Code, 2018 Mechanical Code, 2018 International Fire Code, 2018 International Energy Conservation Code, 2015 International Residential Code, and the 2018 International Fuel Gas Code.

SUPPORTING DOCUMENTS

02-11-2020 - Building Code updates (PDF)

ORDINANCE NO. _____

**AN ORDINANCE OF AMERICAN FORK CITY, UTAH, AMENDING TITLE 15 OF
THE AMERICAN FORK CITY CODE ENTITLED
“BUILDINGS AND CONSTRUCTION”**

WHEREAS, the American Fork City Council adopted various International Codes by Ordinance No. 2016-07-37; and

WHEREAS, the American Fork City Council desires to amend Title 15 of the American Fork City Code, entitled “Building and Construction,”

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

SECTION 1. Title 15 of the American Fork City Code is amended to read as follows:

INTERNATIONAL BUILDING CODE

15.04.010 International Building Code Adopted. The 2018 edition of the International Building Code (IBC), as published by the International Code Council, regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of building and structures unfit for human occupancy and use the demolition of such structures; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code, is hereby referred to and adopted as the Building Code of American Fork City. Appendix J is also hereby adopted as part of said code. All other appendices to the IBC are not adopted as part of said building code.

NATIONAL ELECTRICAL CODE

15.08.010 National Electrical Code Adopted. The 2017 edition of the National Electrical Code as developed by the National Electrical Code Committee of the American National Standards Institute (ANSI), sponsored by the National Fire Protection Association (NFPA), is hereby adopted as the Electrical Code for American Fork City. Except as otherwise provided in *The Code of the City of American Fork, Utah*, the appendices to the National Electrical Code are not adopted as part of said code.

INTERNATIONAL PLUMBING CODE

15.12.010 International Plumbing Code Adopted. The 2018 edition of the International Plumbing Code, as published by the International Code Council, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or

maintenance of plumbing systems; providing for the issuance of permits and collection of fees, therefore; and each and all of the regulations provisions, penalties and conditions and terms of said Plumbing Code, is hereby referred to and adopted as the Plumbing Code for American Fork City. Except as otherwise provided in *The Code of the City of American Fork, Utah*, the appendices to the International Plumbing Code are not adopted as part of said code.

INTERNATIONAL MECHANICAL CODE

- 15.14.012 International Mechanical Code Adopted.** The 2018 edition of the International Mechanical Code, as published by the International Code Council, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems; providing for the issuance of permits and collection of fees, therefore; and each and all of the regulations provisions, penalties and conditions and terms of said Mechanical Code, is hereby referred to and adopted as the Mechanical Code for American Fork City. Except as otherwise provided in *The Code of the City of American Fork, Utah*, the appendices to the International Mechanical Code are not adopted as part of said code.

INTERNATIONAL FIRE CODE

- 15.14.014 International Fire Code Adopted.** The 2018 edition of the International Fire Code, as published by the International Code Council, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems; providing for the issuance of permits and collection of fees, therefore; and each and all of the regulations provisions, penalties and conditions and terms of said Fire Code, is hereby referred to and adopted as the Fire Code for American Fork City. All appendices to the International Fire Code are also adopted as part of said code.

INTERNATIONAL ENERGY CONSERVATION CODE

- 15.14.016 International Energy Conservation Code Adopted.** The 2018 edition of the International Energy Conservation Code, as published by the International Code Council, is hereby adopted as the Energy Conservation Code for American Fork City. Except as otherwise provided in *The Code of the City of American Fork, Utah*, the appendices to the International Energy Conservation Code are not adopted as part of said code.

INTERNATIONAL RESIDENTIAL CODE

- 15.14.018 International Residential Code Adopted.** The 2015 edition of the International Residential Code, as published by the International Code Council, regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two

family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code, is hereby referred to and adopted as the Residential Code for American Fork City. Except as otherwise provided in *The Code of the City of American Fork, Utah*, the appendices to the International Residential Code are not adopted as part of said building code.

INTERNATIONAL FUEL GAS CODE

15.14.020 International Fuel Gas Code Adopted. The 2018 edition of the International Fuel Gas Code, as published by the International Code Council; regulating and governing fuel and gas systems and gas-fired appliances; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations provisions, penalties, conditions and terms of said Fuel Gas Code, is hereby adopted as the Fuel Gas Code for American Fork City. Except as otherwise provided in *The Code of the City of American Fork, Utah*, the appendices to the International Fuel Gas Code are not adopted as part of said code.

SECTION 2. Severability

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

SECTION 3. Effective Date

The American Fork City Council specifically finds that it is necessary for the immediate preservation of the health, safety, and welfare of the present and future inhabitants of the City of American Fork that this Ordinance take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of American Fork City this 11 day of February, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving an amended TOD Neighborhood Collector cross section.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

This was discussed at the February 4th work session and taken before the Planning Commission for their recommendation on February 5th. Scott Sensanbaugher will be present to answer any questions and to give a brief summary of what transpired at the Planning Commission meeting.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to adopt the ordinance approving an amended TOD Neighborhood Collector cross section.

SUPPORTING DOCUMENTS

Proposed TOD Neighborhood Collector (PDF)

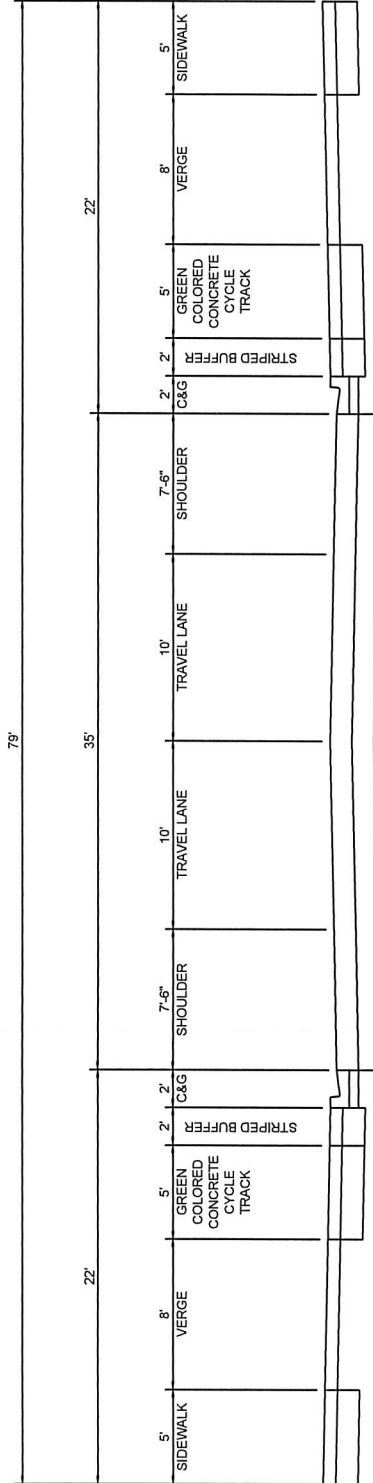
SCALE: VARIES
DATE: NOV 2019
DESIGNED:
DRAWN: MVJ



AMERICAN FORK CITY
PUBLIC WORKS
275 EAST 200 NORTH
(801) 763-9030

STANDARD DETAIL FOR
NEIGHBORHOOD
COLLECTOR

DRAWING NO.
1.2



TOD - NEIGHBORHOOD COLLECTOR

NTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
FEBRUARY 11, 2020**

Department Administration

Director Approval David Bunker

AGENDA ITEM Review and action on approval of a contract with Innovative Design Concepts to design and construct a float for American Fork City.

SUMMARY RECOMMENDATION

Staff recommends approval.

BACKGROUND

The current American Fork City float was created three years ago and has been well used since then. The regular rotation for floats is typically every two years but we would like to go every three years with minor touch ups and a recoloring in year two and three.

Bids were sent out to three vendors for a cost of no more than \$14,000 for year one, \$2000 for year two and \$6000 for year three. Responses came back as indicated below:

	Budget	Innovative Designs	Modern Display	Creative Concepts
Year 1	15000	14000	14800	15000
Year 2	2000	2000	2000	2000
Year 3	6000	6000	5900	6000
	23000	22000	22700	23000
Difference		1000	300	0

Staff reviewed the bids, including their proposed designs and felt that, while all were well qualified, Innovative Design Concepts offered a price and skillset that would provide the best product and value. Rating Criteria is below:

Categories	Scale	Weight	Innovative Designs	Modern Display	Creative Concepts
Cost	1-3	45%	3	2	1
History	1-3	20%	2	1	3
Design	1-3	35%	2	1	3
Normal Average			2.3	1.3	2.3
Weighted Average			2.5	1.5	2.1
Winner	2.5	Innovative			

Designs

History:	includes references, volume of work, and awards
Design	Perception of creativity, ability, engagement

Upon award of the contract design work would begin immediately. Innovative Design Concepts will meet with the city to determine final float design and begin construction. Completed float will be delivered by May 21. First parade of the season is expected to be at the end of May or early June. The float will be used in multiple parades, including the Steel Days parade, until the end of the float season in the second week of August.

BUDGET IMPACT

Contract cost is for This year will be \$14,000, to be paid to Innovative Design Concepts. in three parts: 50% will be paid upon approval of the contract, 40% will be paid upon delivery of the float, and the remaining 10% will be paid upon completion of a successful float season. Year two cost will be not to exceed \$2,000 and year three costs will be not to exceed \$6,000.

SUGGESTED MOTION

I move to approve the contract with Innovative Design Concepts for float design and build work for the American Fork City 2020 through 2022 float seasons.

SUPPORTING DOCUMENTS

Float Contract_DRAFT (DOCX)
2020 American Fork IDC Bid(DOC)

PARADE FLOAT CONTRACT
AMERICAN FORK CITY & INNOVATIVE DESIGN CONCEPTS

THIS AGREEMENT, made February 11, 2020 by and between American Fork City of 51 East Main St. American Fork, Utah 84003, hereinafter referred to as "SPONSOR" and Innovative Design Concepts of 448 West 1150 South, Suite 3, Bountiful, UT 84010, hereinafter referred to as "DESIGNER". This agreement is entered into in American Fork City, Utah County, State of Utah.

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, the parties hereto agree as follows:

1. "DESIGNER" agrees to create, design, and construct a float for and on behalf of "SPONSOR" for various parades in the Utah County area and possibly other counties.
2. The above mentioned float shall be the creation of "DESIGNER" in accordance with the design labeled Exhibit "A" or another agreed upon design. Design of artwork noted as Exhibit "A" or is a conceptual rendering and as such may be altered. Some additions and deletions may be made to enhance the overall layout or design by "DESIGNER". "SPONSOR" will be given notice of any and all changes for final approval.
3. It is agreed between the parties that "DESIGNER" is an independent contractor and not the partner or agent of "SPONSOR" and shall be responsible to "SPONSOR" only for the accomplishment of the result herein contemplated and that the manner, methods, and means of the accomplishment of said result shall be solely within the discretion of "DESIGNER" and in compliance with industry standards
4. "DESIGNER" agrees to complete the subject float in a good and workman like manner, to have it present at American Fork City on the May 21, 2020. Appearance shall be of highest quality. "SPONSOR" shall drive, operate, and maintain in the same said order, and said float at all times shall be the sole property of "SPONSOR".
6. "DESINGER" shall not use the same float design agreed upon by "SPONSOR" for another organization they may be providing design float services for.
7. "SPONSOR" agrees to operate the float in all aspects of the parades and in strict accordance with the rules and regulations of said parades. Operators for the subject float shall be furnished at the expense and responsibility of "SPONSOR".
8. "SPONSOR" agrees that in entering, displaying, and operating said float in said parades they will observe the rules and regulation of the said parades regarding such display and operation, as well as all applicable laws, ordinances or regulations. Any damage caused by "SPONSOR" will be covered by "SPONSOR".

9. "DESIGNER" agrees that upon commencement of construction for the subject float, they will notify "SPONSOR" of the location of such construction in order that representatives of "SPONSOR" may, at their discretion, inspect the construction. "SPONSOR" will, when possible, schedule inspections with "DESIGNER" ahead of time. In the event that "DESIGNER" moves the said float to a second location, they agree to keep "SPONSOR" advised of all such changes of the location of the construction site.

10. "SPONSOR" shall provide payment of entry fees for all parades that require such fees. "SPONSOR" shall maintain liability insurance on the float, contents of float, driver, and personnel while in their possession.

11. IN CONSIDERATION OF THE FORGOING, "SPONSOR" agrees to pay "DESIGNER" the sum of \$14,000.00 (Fourteen Thousand dollars) in Year 1, an amount not to exceed \$2,000 (Two Thousand dollars) in Year 2, and an amount not to exceed \$6,000 (Six Thousand dollars) in year 3, payable as follows:

Year 1: Float Design and Construction

- a) 50% - \$7,000.00 (Seven Thousand dollars) payable upon signing of this contract by both parties.
- b) 40% - \$5,600.00 (Five Thousand Six Hundred dollars) payable upon delivery of float.
- c) 10% - \$1,400.00 (One Thousand Four Hundred dollars) payable upon successful completion of float season at the second week in August.

Year 2: Float Refurbishment and Minor Touch Up

- a) 100% - Not to exceed \$2,000.00 (Two Thousand dollars) payable upon completion of refurbishment and minor touch up.

Year 3: Recolor, change signage, refurbish

- a) 100% - Not to exceed \$6,000.00 (Two Thousand dollars) payable upon completion of recolor, change signage, and refurbishment.

12. The law of the State of Utah shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights and duties of the parties. The parties specifically agree that any litigation which may arise out of the performance of the terms or conditions set forth herein shall be commenced in the County of Utah, State of Utah. In the event litigation is commenced concerning a breach of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees and cost.

13. This agreement constitutes the entire understanding and agreement between and among the parties hereto with respect to the subject matter hereof and there are no oral or written agreements, understandings, restrictions, representations or warranties among the parties hereto other than those expressly set forth in this Agreement. This Agreement may not be amended, changed or modified except by written instrument signed by all parties hereto. No modification or amendment to this agreement shall be valid or binding unless such modification and/or amendment is set forth in writing and signed by all of the parties to this Agreement.

14. Each and every provision of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and personal representatives.

15. The ultimate goal of a parade float is the image it portrays of both "SPONSOR" and "DESIGNER". It is therefore imperative the float be kept in pristine condition at all times. It is the responsibility of "SPONSOR" to: provide a tow truck and driver and to keep the float trailer in good operating condition. observer/chase car, float driver, keep tires inflated, gas tank full for every parade, radiator fluid level checked and kept full, and transmission fluid checked and kept full. A minimum of 2 adults 21 years or over must accompany the float at all times. The float will be towed to and from all parades at a speed not exceeding 35 MPH. The float will only be driven in parades. The float must be stored indoors and in an enclosed location. "DESIGNER" will be responsible for any and all repairs to the float during the summer season, due to faulty construction. "SPONSOR" will be responsible for repairs due to driving the float too fast, to and from parade, collision with objects on any roadways, moving around the shop yards, or weather related damage.

16. Whereas a motorized automobile for construction of float is needed the "SPONSOR" will furnish a motorized automobile with existing float on it. "DESIGNER" will be responsible for removing/ changing float to meet their approved design.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinafter written. Each party represents and warrants that they have the authority to enter into this agreement.

Designer Company Name
Designer Address
Designer Address

American Fork City
51 E Main St.
American Fork, UT 84003

Designer Signer
Designer Company Name

Bradley Frost, Mayor
American Fork City

Date

Date



American Fork City Parade Float Proposal

Camden Bird
Community Services Director

LETTER OF TRANSMITTAL

Innovative Design Concepts is the leader in “award winning” corporate floats in the Intermountain West. David and his team have more than 75 years of combined experience in design, construction and execution of quality floats. David and his team, design and build, more award winning floats, consecutively each year, than the other float builders in the area, combined. Not only do we pride ourselves in quality floats, you will find “the process” of designing and having a parade float for the parade season with IDC, a fun, and painless process on your part.

Our corporate clients come back, year after year, because of this service. Several of our clients have had, award winning floats designed and produced each year, for more than 38 years. We have proudly designed and produced “award winning” floats for many cities in the past.

Proposal Contact:

Innovative Design Concepts
Contact: David Breitenbeker, CEO/Artist Director
448 West 1150 South, Suite 3
Bountiful, UT 84010
Phone 801-860-5655

EXECUTIVE SUMMARY

Upon receiving the contract..... a member of the IDC design team, will meet with the American Fork City Committee, to gather their ideas and desires for the float. IDC will then take this info back to their design team and design a float that best portrays the desires of American Fork City. This design will then be reviewed by the City and any changes that need to be made will be made at this time.

Construction of the float will begin upon receipt of payment.

IDC applies the same professional construction techniques as used by the float builders in Pasadena, CA for the Rose Bowl parade. IDC has an incredible record of their floats holding together through the parade season.

IDC offers a total “Turn Key” process for our corporate clients. IDC designs, builds, and stores the completed float at our facility in North Salt Lake. IDC also delivers, and drives the float to, and during, the parades it is entered in, if this service is contracted above the price of the float.

IDC has made a major change in our parade float business practice. Quantity for floats is not what we are after. 1st Class Quality is our goal. We choose to only build 5 to 7 “award winning” floats each year. You are not “Just Another” float customer. You are important as to us.

DETAILED DISCUSSION

Scope of Work

- 3.01.1 David will meet with American Fork City to discuss the design direction the City would like to take with the design of the float. David will meet as many times as necessary to make sure the design is exactly what the City is envisioning. We have included a design that we feel meets the theme you presented to us.
 - 3.01.2 IDC will provide colored rendering of the proposed design to the City for your approval. IDC will provide as many design changes as necessary to complete the final design.
 - 3.01.3 IDC will construct the entire approved, parade float design on its property in North Salt Lake
 - 3.01.3.2 IDC has a complete team of talented artisans, including, but not limited to, sculptures, painters, welders, and carpenters to construct and build a quality product that the City will be proud of.
 - 3.01.4 American Fork City is welcome to come to the IDC production facility at any time to verify progress of the parade float. We just ask that an appointment is made in advance.
 - 3.01.5 IDC will be responsible for any and all repairs to the float during the summer season, due to faulty construction.
 - 3.01.6 American Fork City will be responsible for repairs due to driving the float to fast, to and from parade, collision with objects any roadways and or moving around the shop yards, also any repair due to weather damage.
- 4.01 IDC has designed and built the KSL parade float for many years. The past two years the float has won first place in its division in both Provo and Salt Lake Parades.



IDC has designed and built the Walmart/Primary Childrens Medical Center float for the last twenty years. It has won either, Sweepstakes, first place or second place IDC has designed and build the Murray Float for the past 15 years..... it also, has won first or second, place in its division every year.



Cottonwood Heights



Real Salt Lake has won first place in the Commercial Division two years in a row



4.02.1 IDC has a float team consisting of 10 experienced men and woman to provide service to our clients during the parade season. David personally oversees the service rendered to the City

4.03.1

Sandy City. IDC has designed and built award winning floats for Sandy City for many years
 Merle Marsh
 801-568-6057
mmarsh@sandy.utah.gov

Univeristy of Utah. IDC has built there float the past 4 years. Having won awards in Provo and Salt Lake the past two years.

John Fackler
 801-581-3895
John.fackler@alumni.utah.edu
 Jenny Young
 801-581-4088
Jenny.young@utah.edu

Murray City. IDC has built Murray Cities float each year for more than 10 years. They have won first place, in its division, in the Salt Lake, Days of 47 parades each of those 10 years.

Mary Ann Kirk
 801-264-2638
Mkirk@murray.utah.gov

Wal-Mart/ Primary Children's Medical Center..... IDC has built Wal-Mart's float each year for more than 15 years. They have won first place, in its division, in the Salt Lake, Days of 47 parades each of those 15 years.

Don Schulties, District Manager, Walmart Stores
 801-230-0781
dfshul@wal-mart.com

A Partial List: Midvale City, Lehi City, Sandy City, Riverton City, KSL Television, KFC, Delta Airlines, South Jordan City, Polynesian Cultural Center, Hawaii.

American Fork City Representative
 American Fork City

David Breitenbeker
 Innovative Design Concepts

Cost Proposal Form

RFP TITLE: American Fork City

Supplier Name: Innovative Design Concepts

Option 1

2020

IDC will build and approved float design on American Fork City Float Base

Item Description		Price
1	Comprehensive parade float design and constructions.	\$14,000.00
2	Deposit Paid upon contract Signing	\$ 7,000.00
3	Payment upon delivery Parade Float	\$ 4,200.00
4	Balance due after parade season	\$ 1,800.00
TOTAL		\$ 14,000.00

2021

IDC will refurbish and minor touch up, not to exceed \$ 2,000.00

2022

IDC will recolor and change any signage on existing float design and furbish, not to exceed \$ 6,000.00

American Fork City Representative
American Fork

David Breitenbeker
Innovative Design Concepts

Attachment: 2020 American Fork IDC Bid (Parade Float Contract 2020-2022)