

**AMERICAN FORK CITY
PLANNING COMMISSION REGULAR SESSION
NOTICE OF ELECTRONIC MEETING
MAY 20, 2020**

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on May 20, 2020, commencing at 7:00 p.m. Pursuant to changes in the Utah Open and Public Meetings Act and Covid-19 Guidelines, this meeting will be conducted electronically. Citizens may submit comments via email at zoompubliccomment@afcity.net prior to 5:00 pm the day of the meeting, and access a YouTube live stream of the meeting at afcity.org.

The agenda shall be as follows:

1. Pledge of Allegiance
2. Discussion on Section 17.5.133 of the American Fork City Development Code entitled “Off-Street Parking Standards.”
3. Hearing, review and action on various amendments to Section 15.01 and Section 17.9 of the American Fork City Municipal Code relating to the bonding process, release of funds, and warranty/completion periods
4. Other Business
5. Site Plan Committee Report
6. Review and action on the minutes of the May 6, 2020 Planning Commission Regular Session
7. Adjournment

John H. Woffinden, P.G.
Planning Commission Chairman

The order of agenda items may change to accommodate the needs of the commission, city staff and the public

Parking Discussion

A few years ago, the City's parking ordinance was updated by adding reference to a table from a widely accepted planning and urban design book. This was intended to clarify and provide parking standards for a number of uses that the ordinance did not address; particularly commercial uses. Part of this table also addressed parking for multi-family uses, breaking down multi-family by number of bedrooms, from studio units to two-bedroom and above units.

An unintended consequence of this addition was that it provided an alternate standard from the existing multi-family requirement of 2.25 spaces per unit, regardless of the type or number of bedrooms. The question is raised, do we follow the 2.25 per unit standard; or, do we follow the table, which allows flexibility based on bedroom count? The development community prefers the table due to its flexibility.

Upon discussion and direction by the Planning Commission, staff will prepare an ordinance revision clarifying the requirements for multi-family residential development.

Below are the two sections of the Code, illustrating the inconsistency.

1. Residential uses.

- a. One-family dwelling: Two spaces per dwelling unit. All spaces shall be located on the same parcel as the dwelling. No portion of a front or side setback area adjacent to a street, including any portion thereof used as a driveway, shall be construed as part of the required off-street parking area.
- b. Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
- c. Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.

6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

RECOMMENDED PARKING RATIO REQUIREMENTS*

Single-family dwelling unit	Multi-family dwelling unit	2 per dwelling unit
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Studio	1.25 per dwelling unit
One bedroom	1.5 per dwelling unit
Two or more bedrooms	2 per dwelling unit
Accessory dwelling unit	1 per dwelling unit

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/20/2020

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: Code Text Amendment Related to Improvement Assurances & Warranty

Project Address: American Fork City

Developer / Applicant's Name: Public Works Department – Engineering Division

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: City requires the posting of an improvement assurance and warranty to ensure the timely construction of required public infrastructure. These revisions are to provide clarification to applicants on the processes and procedures of posting an assurance/warranty, requesting a release of assurance/warranty, duration of assurance/warranty periods, etc. The Engineering Division recommends APPROVAL of the proposed code text amendment.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the code text amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the code text amendment.

TABLE

Mr. Chairman, I move that we recommend table of the code text amendment.

Sec. 15.01.220. - Guarantee of work.

The improvements outlined in this chapter shall be guaranteed per section 17.9.200. All public improvements shall be completed prior to acceptance by the city and release of the final construction bond.

(Ord. No. 2007-07-31, § 2.4, 7-10-2007)

17.9.101 - Terms and definitions.

- A. *Actual construction of required improvements.* The city shall require actual construction of all required public landscaping and public infrastructure improvements prior to plat recordation or development activity.
- B. *Improvement completion assurance.* Improvement completion assurance means an escrow account, cash deposit with the city, secured letter of credit or surety bond provided, upon the applicant's request, to guaranty the proper completion of landscaping or infrastructure improvement required as a condition precedent to:
 - 1. Recording a subdivision plat; or
 - 2. Development of a commercial, industrial, mixed use, or multifamily project.
- C. *Improvement warranty.* Improvement warranty means applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:
 - 1. Complies with the city's written standards for design, materials, and workmanship; and
 - 2. Will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.
- D. *Infrastructure improvement.* Infrastructure improvement means permanent infrastructure that an applicant must install:
 - 1. Pursuant to published installation and inspection specifications for public improvements; and
 - 2. As a condition of:
 - i. Recording a subdivision plat; or
 - ii. Development of a commercial, industrial, mixed use, condominium, or multifamily project.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.200 - TYPE OF ASSURANCE OR WARRANTY ACCEPTED

The type of improvement completion assurance or improvement warranty shall be limited to one of the following:

- A. *Cash deposit with the city.* A cash deposit with the city. Prior to the improvement completion assurance being deemed acceptable by the city, the deposit shall be verified by the city's financial institution as a completed transaction. The deposit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or 17.9.400, as applicable. Any interest derived shall inure to the benefit of the

applicant, provided the applicant makes a written request for payment of said interest on an annual basis thirty days prior to the anniversary date of deposit with the city. Failure of the applicant to make such a request for said interest shall be considered forfeiture of said funds.

- B. *Escrow account.* Establishment of an escrow account by a financial institution acceptable to the city. Said account shall include a written agreement between the city and financial institution containing provisions which include: (1) the amount of the improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city (3) be for a period of time equal to the improvement completion assurance period established for the project according to 17.9.300 and 17.9.400, plus six months, and (4) authorization for direct payment to the city by the issuer of the account upon receipt of a notice of default from the city and a request for payment. Any interest derived from the account shall inure to the benefit of the applicant. The escrow shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or improvements warranty amount as determined by 17.9.400, as applicable.
- C. *Secured letter of credit.* A secured letter of credit issued by a federally insured bank, savings and loan, or credit union acceptable to the city, in a form approved by the city attorney. Said form shall include, at minimum, (1) the amount of the improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city, (3) be for a period of time no less than that established for the project according to 17.9.300 and 17.9.400, plus six months, (4) authorization for direct payment to the city upon receipt of a notice of default from the city and request for payment. The secured letter of credit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by 17.9.300 or improvement warranty amount as determined 17.9.400, as applicable.
- D. *Surety bond.* Establishment of a surety bond with a bonding company acceptable to the city. Said bond shall be payable to the city and shall be in an amount sufficient to cover the requisite of improvements as determined by Section 17.9.300 and section 17.9.400, as applicable. A surety bond shall not be released until (1) all improvements have been installed, inspected and approved by the city, and (2) the City Council accepts the improvements pursuant to Section 17.9.300 and Section 17.9.400. No surety bond may be released based upon time alone.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.301 - Amount of improvement completion assurance—Tasks to be included under assurance.

The amount of the improvement completion assurance shall be in an amount equal to or less than one hundred ten percent of the estimated cost for construction of all required public improvements for the project, including: (1) cost of materials, (2) cost of installation, (3) contingency amount for the public improvements, (4) cost for clean-up of the site following completion of construction, (5) amount of reimbursement for public improvements constructed by previous developers, if any, and (6) estimated cost of inspection, administration, and enforcement by the city and their agents.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.303 - Duration of improvement assurance period.

- A. The duration of the improvement completion assurance shall be for twelve months, or such period of time specified for completion of the respective type of development, if other than twelve months. The improvement completion assurance period shall also include any extensions for completion of public improvements approved in accordance with paragraph B. of this section. The improvement completion assurance period shall commence on the day of recording of any final plat at the office of the county recorder, date of approval action by the land use authority when no recording of a plat is required, or when the improvement assurance is established, whichever occurs later. The city may allow the duration of the improvement completion assurance be extended for a period of up to six additional months in order to provide adequate time for completion of public improvements. The improvement completion assurance period shall continue until the passage of time herein above specified and until the City Council shall have issued a notice of completion and acceptance of public improvements and release of the improvement completion assurance. With the mutual written consent of all parties, the length of the improvement completion assurance period may be shortened.
- B. An extension of the improvement competition assurance period may be granted by the City Council upon receipt of a request by the project owner, provided: (1) that such application is submitted at least sixty days prior to the expiration of the improvement completion assurance period, (2) the issuer of the improvement completion assurance is willing to extend the time of the assurance, (3) the city makes a finding that work in completing the required public improvements is satisfactory, (4) the estimated cost of performing the remaining tasks is less than the amount of the assurance remaining, or the amount of the improvement completion assurance is increased in an amount sufficient to cover the remaining tasks and (5) the City Engineer or designated representative makes a finding that the uncompleted work does not pose a hazard or unreasonable inconvenience to the public or adjacent residents. If an extension is not granted by the City Council then default shall occur according to 17.9.500.
- C. Any required public improvements to be installed within existing street right-of-way currently in use by the public shall be diligently pursued and completed with minimum disruption to public safety and convenience. In the event that work within the right-of-way area is not diligently pursued in accordance with good engineering and construction practice, the City Council, subject to a finding that the quality or timing of construction is unsatisfactory, inconsistent with reasonable norms of construction practice, and poses unreasonable hazard and inconvenience to the public, may declare part or all of the improvement completion assurance in default and proceed to collection of the proceeds as provided under the terms of Section 17.9.500.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.304 - Partial releases authorized—Conditions and procedures.

The city may authorize partial release(s) of the improvement completion assurance in an amount not greater than one hundred percent of the: (1) estimated cost of materials and (2) estimated cost of installation of the required public landscaping and public infrastructure improvements. The amount of any partial release shall be in an amount commensurate with the estimated proportionate share of public improvements completed as of the date of the request, as determined by the City Engineer or designated representative, following an on-site review of the project. Requests for partial releases shall be made not more frequently than thirty days and shall be authorized in writing by the City Engineer or the designated representative, subject to a finding that the materials and workmanship conform to city standards and good engineering practice.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.305 - Procedure for final disposition and release.

- A. At such time as all required public improvements have been completed and all outstanding fees due to the city paid, the applicant may request a final release of the improvement completion assurance. An applicant requesting final release shall submit a written notice of completion and request for release. The city may require a copy of lien releases, documentation from all suppliers of materials and sub-contractors showing that their costs have been fully satisfied, a current title report, or such other measure or report as deemed appropriated by the city as a means of determining the existence of any unreported liens upon the project.
- B. Following receipt of the notice of completion and request for release, the City Engineer or the designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public improvements. If the final inspection report specifies corrections of the improvements, corrections shall be completed within 30 days or the City Council may deem the applicant in default per section 17.9.500. When all improvements are approved by the City Engineer or designated representative, the final report shall be submitted to City Council for review.
- C. If the condition of the public improvements is found to be satisfactory; all liens have been released; all outstanding fees, costs of administration and reimbursement payments to prior developers (if any) have been made; and the project clean-up is found to be satisfactory then the City Council shall act to accept the public improvements and authorize release of the remainder of the improvement completion assurance, except such portion of said assurance intended to be applied as part of the improvement warranty pursuant to the terms of Section 17.9.400.
- D. Upon issuance of the notice of acceptance of the public improvements and release of the improvement completion assurance relating thereto, the city shall be deemed to have assumed title to the public improvements.
- E. The city may initiate the final release and acceptance prior to the end of the improvement assurance period without receipt of a request from the applicant, subject to a finding that construction of the public improvements has been completed in accordance with city standards or that early activation of the public improvements is necessary to provide access, circulation and/or utility or fire service to adjacent properties.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.402 - Length of improvement warranty period—Purpose.

The length of the improvement warranty period shall be no later than one year after the city's acceptance of required landscaping or one year after the city's acceptance of required infrastructure unless the city determined, for good cause, that the one-year period would be inadequate to protect the public health, safety, and welfare and has substantial evidence, on the record, of prior poor performance by the applicant or that the area upon which the infrastructure will be constructed contains suspect soil and the city has not otherwise required the applicant to mitigate the suspect soil. If, during the improvement warranty period, the quality of materials and workmanship of the public improvements is found to be satisfactory, the improvement warranty shall be released in accordance with the procedure set forth in Section 17.9.400. If, however, during the improvement warranty period

the quality of materials or workmanship of the public improvements fail in any material respect, or if it becomes evident that certain work was not completed or that the public improvements do not otherwise comply with the city's written standards for design, material, and workmanship, said condition shall be corrected by the applicant. If the durability inspection report specifies corrections of the improvements, corrections shall be completed within 30 days or the City Council may deem the applicant in default per Section 17.9.500 and use the improvement warranty funds to defray the cost of any required work.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.403 - Release of improvement warranty.

- A. At the conclusion of the improvement warranty period, the City Engineer or the designated representative, following an on-site review of the project and a finding that the quality of construction and materials have endured without evidence of poor workmanship or materials, nonconformance of the city's written standards, or need for remedial action, shall prepare a report setting forth the condition of the public improvements. When all improvements are approved by the City Engineer or designated representative, a durability report shall be submitted to city council for review.
- B. The City Council may authorize the release of the improvement warranty.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.500 - DEFAULT

Where, in the opinion of the City Council: (1) a developer fails or neglects to satisfactorily install the required public landscaping or public infrastructure improvements within the required time frame or make required correction thereto, or (2) fails to pay all liens in connection with said public improvements, or (3) fails to make payment to the city for reimbursement charges for public improvements previously installed by others, or (4) otherwise fails to carry out the activity for which the improvement completion assurance or improvement warranty was required, the City Council may, after due notice on the matter, declare the improvement completion assurance forfeited. Upon issuance of a declaration of forfeiture, the city shall notify the issuer of the improvement completion assurance and upon receipt of the funds held by the issuer, proceed to install or repair or cause to be installed or repaired, the required but uncompleted or unsatisfactory public improvements. Provided, however, that the city shall not be responsible for work beyond the limits of the improvement completion assurance or improvement warranty amount. Any portion of the improvement completion assurance or improvement warranty remaining after completion of the required public improvements shall be returned to the issuer.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.601 - Time frame for construction of required improvements—Extensions permitted.

- A. The maximum period of time for which the council's approval action of a subdivision or other development project which includes the sale of individual parcels and requires recording at the office of the county recorder shall remain valid (delay-in-recording period) not more than two

hundred seventy five days from the date of action by the City Council. An extension of the time, not to exceed ninety days may be granted by the City Council provided:

1. Application is made by the developer and submitted sixty days prior to the end of the two hundred seventy five day period; or
 2. The City Council finds that the developer has been delayed by circumstances beyond control.
- B. At the end of the approved delay-in-recording period and any extensions which may have been granted, the city may declare the project a dormant project and proceed to terminate approval as provided under Section 17.9.700.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.800 - IMPROVEMENT COMPLETION ASSURANCE—CITY RIGHTS-OF-WAY

The format for securing the improvement completion assurance for a single public rights-of-way permit shall be per Section 17.9.200. Amount of said improvement completion assurance shall be a minimum of two thousand dollars. Following receipt of the notice of completion and request for release, the City Engineer or the designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public landscaping and infrastructure. One half of the improvement completion assurance shall be released upon initial completion with the remaining balance of not less than \$1,000 being held as an improvement warranty pursuant to section 17.9.400.

In the event that an entity, contractor, franchise utility, or other party providing an improvement completion assurance for work in city rights-of-way wishes to secure sufficient assurance with the city to provide for multiple projects, said applicant shall provide an improvement completion assurance in the amount not less than five times the minimum assurance amount to secure permission for an ongoing improvement completion assurance pursuant to Section 17.9.200. This assurance will allow the applicant to complete multiple projects with a single improvement completion assurance. Additional bonds may be required for each project exceeding the minimum amount.

This assurance shall then serve as sufficient guarantee to allow the applicant to continue work in the city streets until such time as release is requested and all warranty period have passed for work completed under said assurance, or when the city exercises the assurance to complete or remediate work or workmanship. The City Engineer or designated representative shall be the authority determining release and/or calls for performance assurance funds associated with city rights-of-way permitting and work remediation.

In the event a street excavation permit is associated with a development project for which an improvement completion assurance has been provided, the primary means of guarantee for the work in city rights-of-way shall be the amounts secured by the development to ensure completion of the project per Section 17.9 of the City Code.

(Ord. No. 2017-11-60, 11-14-2017)

Sec. 15.01.220. - Guarantee of work.

The improvements outlined in this chapter shall be guaranteed per section 17.9.200. All public improvements shall be completed through escrow bonds. ~~Two sets of certified construction record (as-built) drawings shall be furnished to the city engineer prior to acceptance by the city and release of the final construction bond. The standard durability test period of two years begins once all improvements are completed, including property pins installed in top of curb and any required subdivision monuments, and construction record (as built) drawings are accepted by the city.~~

(Ord. No. 2007-07-31, § 2.4, 7-10-2007)

17.9.101 - Terms and definitions.

- A. *Actual construction of required improvements.* The city shall require actual construction of all ~~of the~~ required public landscaping and public infrastructure improvements prior to plat recordation or development activity.
- B. *Improvements completion assurance.* Improvement completion assurance means an escrow account, cash deposit with the city, secured letter of credit or surety bond provided, upon the applicant's request, to guaranty the proper completion of landscaping or infrastructure improvement required as a condition precedent to:
 - 1. Recording a subdivision plat; or
 - 2. Development of a commercial, industrial, mixed use, or multifamily project.
- C. *Improvements warranty.* Improvements warranty means applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:
 - 1. Complies with the city's written standards for design, materials, and workmanship; and
 - 2. Will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.
- D. *Infrastructure improvement-.* Infrastructure improvement means permanent infrastructure that an applicant must install:
 - 1. Pursuant to published installation and inspection specifications for public improvements; and
 - 2. As a condition of:
 - i. Recording a subdivision plat; or
 - ii. Development of a commercial, industrial, mixed use, condominium, or multifamily project.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.200 - TYPE OF ASSURANCE OR WARRANTY ACCEPTED

The type of improvement completion assurance or improvement warranty shall be limited to one of the following:

- A. *Cash deposit with the city.* A cash deposit with the city. Prior to the guaranteeimprovement completion assurance being deemed acceptable by the city, the deposit shall be verified by the

city's financial institution as a completed transaction. The deposit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or 17.9.400, as applicable. Any interest derived shall inure to the benefit of the applicant, provided the applicant makes a written request for payment of said interest on an annual basis thirty days prior to the anniversary date of deposit with the city. Failure of the applicant to make such a request for said interest shall be considered forfeiture of said funds.

- B. *Escrow account*. Establishment of an escrow account by a financial institution acceptable to the city. Said account shall include a written agreement between the city and financial institution containing provisions which include: (1) the amount of the ~~guarantee~~improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city (3) be for a period of time equal to the improvement completion ~~the guarantee~~assurance period established for the project according to 17.9.300 and 17.9.400, plus six months, and (4) authorization for direct payment to the city by the issuer of the account upon receipt of a notice of default from the city and a request for payment. Any interest derived from the account shall inure to the benefit of the applicant. The escrow shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by Section 17.9.300 or improvements warranty amount as determined by 17.9.400, as applicable.
- C. *Secured letter of credit*. A secured letter of credit issued by a federally insured bank, savings and loan, or credit union acceptable to the city, in a form approved by the city attorney. Said form shall include, at minimum, (1) the amount of the ~~guarantee~~improvement completion assurance, (2) a provision that any release of funds will require the written prior approval of the city, (3) be for a period of time no less than that established for the project according to 17.9.300 and 17.9.400, plus six months, (4) authorization for direct payment to the city upon receipt of a notice of default from the city and request for payment. The secured letter of credit shall be in an amount sufficient to cover the requisite improvement completion assurance amount as determined by 17.9.300 or ~~improvements~~improvement warranty amount as determined 17.9.400, as applicable.
- D. *Surety bond*. Establishment of a surety bond with a bonding company acceptable to the city. Said bond shall be payable to the city and shall be in an amount sufficient to cover the requisite ~~of improvement infrastructure improvements improvement completion assurance amount~~ as determined by Section 17.9.300 or and section 17.9.400, as applicable. A surety bond shall not be released until (1) all improvements have been installed, inspected and approved by the city, and (2) the ~~city council~~City Council accepts the improvements pursuant to Section 17.9.3004 and Section 17.9.4003. No surety bond may be released based upon time alone.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.301 - Amount of improvement completion assurance—Tasks to be included under assurance.

The amount of the improvement completion assurance shall be in an amount equal to or less than one hundred ten percent of the estimated cost for construction of all required public improvements for the project, including: (1) cost of materials, (2) cost of installation, (3) contingency amount for the public improvements, (4) cost for clean-up of the site following completion of construction, (5) amount of

reimbursement for public improvements constructed by previous developers, if any, and (6) estimated cost of inspection, administration, and enforcement by the city and their agents.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.303 - Duration of improvement assurance period.

- A. The duration of the improvement completion assurance shall be for twelve months, or such period of time specified for completion of the respective type of development, if other than twelve months. The improvement completion assurance period shall also include any extensions for completion of public improvements approved in accordance with paragraph B. of this section. The improvement completion assurance period shall commence on the day of recording of any final plat at the office of the county recorder, date of approval action by the land use authority when no recording of a plat is required, or when the improvement assurance is established, whichever occurs later. The city may allow ~~require that~~ the duration of the improvement completion assurance be extended for a period of up to six additional months ~~longer than the established improvement completion assurance period~~, in order to provide an adequate time for completion of public improvements. ~~a determination of default and collection of the remaining proceeds~~. The improvement completion assurance period shall continue until the passage of time herein above specified and until the ~~city council~~ City Council shall have issued a notice of completion and acceptance of public improvements and release of the improvement completion assurance. ~~assurance~~. With the mutual written consent of all parties, the length of the improvement completion assurance period may be shortened.
- B. An extension of the improvement competition assurance period may be granted by the ~~city council~~ City Council upon receipt of a request by the project owner, provided: (1) that such application is submitted at least sixty days prior to the expiration of the ~~improvements construction guarantee~~ improvement completion assurance period, (2) the issuer of the ~~guarantee~~ improvement completion assurance is willing to extend the time of the assurance, (3) the ~~city council~~ makes a finding that work in completing the required public improvements is satisfactory, (4) the estimated cost of performing the remaining tasks is less than the amount of the assurance remaining, or the amount of the improvement completion assurance is increased in an amount sufficient to cover the remaining tasks and (5) the ~~city engineer~~ City Engineer or designated representative makes a finding that the uncompleted work does not pose a hazard or unreasonable inconvenience to the public or adjacent residents. If an extension is not granted by ~~city council~~ the City Council then default shall occur according to 17.9.500.
- C. Any required public improvements to be installed within existing street right-of-way currently in use by the public shall be diligently pursued and completed with minimum disruption to public safety and convenience. In the event that work within the right-of-way area is not diligently pursued in accordance with good engineering and construction practice, the ~~city council~~ City Council, subject to a finding that the quality or timing of construction is unsatisfactory, inconsistent with reasonable norms of construction practice, and poses unreasonable hazard and inconvenience to the public, may declare part or all of the improvement completion assurance in default and proceed to collection of the proceeds as provided under the terms of Section 17.9.500.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.304 - Partial releases authorized—Conditions and procedures.

The city may authorize partial release(s) of the improvement completion assurance in an amount not greater than one hundred percent of the: (1) estimated cost of materials and (2) estimated cost of installation of the required public landscaping and public infrastructure improvements. The amount of any partial release shall be in an amount commensurate with the estimated proportionate share of public improvements completed as of the date of the request, as determined by the ~~city engineer~~City Engineer or designated representative, following an on-site review of the project. Requests for partial releases shall be made not more frequently than thirty days and shall be authorized in writing by the ~~city engineer~~City Engineer or ~~his~~the designated representative, subject to a finding that the materials and workmanship conform to city standards and good engineering practice.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.305 - Procedure for final disposition and release.

- A. At such time as all required public improvements have been completed and all outstanding fees due to the city paid, the applicant may request a final release of the improvement completion assurance. An applicant requesting final release shall submit a written "notice of completion and request for release". ~~The city may require and also a copy of lien releases, or other documentation from all suppliers of materials and sub-contractors showing that their costs have been fully satisfied. The city may also require a current title report, or such other measure or report as deemed appropriated by the city as a means of determining the existence of any unreported liens upon the project.~~
- B. Following receipt of the notice of completion and request for release, the ~~city engineer~~City Engineer or ~~the~~his designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public improvements. If the final inspection report specifies corrections of the improvements, the corrections shall be completed within 30 days or the City Council may deem the applicant in default per section 17.9.500. When all improvements are approved by the City Engineer or designated representative, the final report shall be submitted ~~Said report shall be submitted to eCity eCouncil for review.~~
- C. If the condition of the public improvements is found to be satisfactory; all liens have been released; all outstanding fees, costs of administration and reimbursement payments to prior developers (if any) have been made; and the project clean-up is found to be satisfactory then the ~~city council~~City Council shall act to accept the public improvements and authorize release of the remainder of the ~~construction-guarantee improvement completion assurance~~, except such portion of said ~~guarantee assurance~~ intended to be applied as part of the improvement warranty pursuant to the terms of Section 17.9.400.
- D. Upon issuance of the notice of acceptance of the public improvements and release of the improvement completion assurance relating thereto, the city shall be deemed to have assumed title to the public improvements.
- E. The city may initiate the final release and acceptance prior to the end of the improvement ~~completion~~ assurance period without receipt of a request from the applicant, subject to a finding that construction of the public improvements has been completed in accordance with city standards or that early activation of the public improvements is necessary to provide access, circulation and/or utility or fire service to adjacent properties.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.402 - Length of improvement warranty period—Purpose.

The length of the improvement warranty period shall be no later than one year after the city's acceptance of required ~~infrastructure improvements~~ landscaping or one year after the city's acceptance of required infrastructure unless the city determined, for good cause, that the one-year period would be inadequate to protect the public health, safety, and welfare and has substantial evidence, on the record, of prior poor performance by the applicant or that the area upon which the infrastructure will be constructed contains suspect soil and the city has not otherwise required the applicant to mitigate the suspect soil. ~~The improvement warranty shall provide an unconditional warranty that (1) the applicant's installed and accepted landscaping and/or infrastructure improvement complies with the city's written standards for design, materials, and workmanship and (2) will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.~~

If, during the improvement warranty period, the quality of materials and workmanship of the public improvements is found to be satisfactory, the ~~improvement warranty retainer~~ shall be released in accordance with the procedure set forth in Section 17.9.400~~3~~. If, however, during the improvement warranty period the quality of materials or workmanship of the public improvements fails in any material respect, or if it becomes evident that certain work was not completed or that the public improvements do not otherwise comply with the city's written standards for design, material, and workmanship, said condition shall be corrected by the applicant. ~~If the corrections are not made within a reasonable time, the city council may declare the applicant in default.~~ If the durability inspection report specifies corrections of the improvements, corrections shall be completed within 30 days or the City Council may deem the applicant in default per §Section 17.9.500 and use the improvement warranty funds to defray the cost of any required work.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.403 - Release of improvement warranty.

- A. At the conclusion of the improvement warranty period, the ~~city engineer~~ City Engineer or ~~the~~ his designated representative, following an on-site review of the project and a finding that the quality of construction and materials have endured without evidence of poor workmanship or materials, nonconformance of the city's written standards, or need for remedial action, shall prepare a report setting forth the condition of the public improvements. When all improvements are approved by the City Engineer or designated representative, the a durability report shall be submitted to city council for review. ~~and provide said report to city council.~~
- B. The ~~city council~~ City Council may authorize the release of the improvement warranty.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.500 - DEFAULT

Where, in the opinion of the ~~city council~~ City Council: (1) a developer fails or neglects to satisfactorily install the required public landscaping or public infrastructure improvements within the required time frame or make required correction thereto, or (2) fails to pay all liens in connection with said public improvements, or (3) fails to make payment to the city for reimbursement charges for public improvements previously installed by others, or (4) otherwise fails to carry out the activity for which the improvements ~~construction guarantee~~ completion assurance or improvement warranty was required,

the ~~city council~~City Council may, after due notice on the matter, declare the ~~guarantee~~improvement completion assurance forfeited. Upon issuance of a declaration of forfeiture, the city shall notify the issuer of the improvement completion assurance and upon receipt of the funds held by the issuer, proceed to install or repair or cause to be installed or repaired, the required but uncompleted or unsatisfactory public improvements. Provided, however, that the city shall not be responsible for work beyond the limits of the improvement completion assurance or improvement warranty amount. Any portion of the improvement completion assurance or improvement warranty remaining after completion of the required public improvements shall be returned to the issuer.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.601 - Time frame for construction of required improvements—Extensions permitted.

- A. The maximum period of time for which the council's approval action of a subdivision or other development project which includes the sale of individual parcels and requires recording at the office of the county recorder shall remain valid (delay-in-recording period) not more than two hundred seventy five days from the date of action by the ~~city council~~City Council. An extension of the time, not to exceed ninety days may be granted by the ~~city council~~City Council provided:
1. Application is made by the developer and submitted sixty days prior to the end of the two hundred seventy five day period; or
 2. The ~~city council~~City Council finds that the developer has been delayed by circumstances beyond ~~his/her~~ control.
- B. At the end of the approved delay-in-recording period and any extensions which may have been granted, the city may declare the project a dormant project and proceed to terminate approval as provided under Section 17.9.700.

(Ord. No. 2017-11-60, 11-14-2017)

17.9.800 - ~~PERFORMANCE GUARANTEE~~ IMPROVEMENT COMPLETION ASSURANCE—CITY RIGHTS-OF-WAY

The format for securing the improvement completion assurances for a single public rights-of-way excavation ~~permit or single permit for excavation within other properties owned by the city shall be per any of the options listed in Section 17.9.200.~~ Amount of said ~~guarantee~~improvement completion assurance shall be a minimum of two thousand dollars ~~as amended from time to time by the city council.~~ Following receipt of the notice of completion and request for release, the ~~city engineer~~City Engineer or the designated representative, following an on-site review of the project, shall prepare a report setting forth the condition of the public landscaping and infrastructure. One half of the right-of-way excavation ~~guarantee~~improvement completion assurance shall be released upon initial completion with the remaining balance of not less than \$1,000 being held ~~for one year as an~~ as an improvement warranty ~~period per~~ pursuant to section 17.9.4002.

In the event that an entity, contractor, franchise utility, or other party providing an guarantee improvement completion assurance for work in city rights-of-way wishes to secure sufficient guarantee assurance with the city to provide for multiple projects, said ~~contractor applicant~~ shall provide ~~two components to a performance~~ an improvement completion assurance in the amount not less than five times the minimum assurance amount to secure permission for an ongoing improvement

~~completion~~~~performance guarantee~~ assurance pursuant to Section 17.9.200. This ~~guarantee~~ assurance will allow the ~~entity~~ applicant to complete multiple projects with a single ~~guarantee~~ improvement completion assurance. Additional bonds may be required for each project ~~exceeding the minimum amount.~~

1. ~~A surety bond in an amount not less than fifteen times the minimum guarantee amount per section 12.~~
2. ~~A cash deposit with the city, per allowable options as defined in Section 17.9.200, in the amount of two times an average street excavation.~~ This amount shall be as determined by the city engineer.

This ~~guarantee~~ assurance shall then serve as sufficient guarantee to allow the applicant to continue work in the city streets until such time as release is requested and all warranty period have passed for work completed under said ~~guarantee~~ assurance, or when the city exercises the ~~guarantee~~ assurance to complete or remediate work or workmanship. ~~The City e~~Engineer or ~~duly~~ designated representative shall be the authority determining release and/or calls for performance ~~guarantee~~ assurance funds associated with city rights-of-way permitting and work remediation.

In the event a street excavation permit is associated with a development project for which an ~~performance guarantee~~ improvement completion assurance has been provided, the primary means of guarantee for the work in city rights-of-way shall be the amounts secured by the development to ensure completion of the project per Section 17.9 of the City Code.

(Ord. No. 2017-11-60, 11-14-2017)

UNAPPROVED MINUTES

AMERICAN FORK CITY PLANNING COMMISSION MINUTES MAY 6, 2020

The American Fork City Planning Commission met in a regular session on May 6, 2020 in an electronic meeting on the Zoom platform, viewable on the City's YouTube link, commencing at 7:00 p.m.

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

Absent:

Staff Present: Adam Olsen, City Planner
Wendelin Knobloch, Planner
Ben Hunter, Engineer
Scott Sensanbaugher, Public Works Director
Cherylyn Egner, City Attorney
Lisa Halversen, Administrative Assistant

Public Comments Received: Mr. Wayne Budge, Mr. Dan McDonald

1. Review and action on a commercial site plan for American Eagle Ready Mix, located in the area of 1700 South 500 East in the I-1 Industrial zone

Mr. Olsen stated that this item was tabled at the April 8, 2020 Planning Commission meeting over concerns on mitigation measures for items such as dust, noise, odor, vapor, etc. In addition, questions on landscaping and setbacks were raised. It was unclear from the original submittal materials whether landscaping and setbacks met the requirements as set forth in the Development Code.

The applicant has submitted a revised site plan, illustrating compliance with setback and landscape requirements. The applicant has also prepared a letter addressing the Planning Commission, identifying items of concern raised at the April 8th meeting, and how those will be addressed-. The body of the original report is below for reference.

American Eagle Ready Mix proposes an operation at approximately 1700 S. 500 E. The site is within the proposed Lakeland Industrial Park subdivision. The property was recently annexed, and improvements initially constructed without formal site plan approval. The facility was

UNAPPROVED MINUTES

1 required to shutter operations until such approval occurred. The applicant submitted a site plan,
2 which is now before the Planning Commission for review.

3 Uses and site plan requirements within the I-1 zone are covered in Sections 17.4.503 and 17.6.101,
4 respectively, of the City's Development Code. 17.4.503.B.1(a & b) states that "structures and
5 areas used for the manufacturing, compounding, processing, fabrication and warehousing of goods
6 and materials" are allowed within the zone, provided that "none of the activities carried out on the
7 premises shall produce any noxious odor or any fumes, smoke, noise, vapor, vibration, glare or
8 similar condition which is harmful to persons or which is readily discernable beyond the boundary
9 of the zone or create an adverse visual impact readily discernable from the public roads". From
10 the application materials, it is unclear how the above issues will be addressed. The Planning
11 Commission may request the applicant address the items as outlined in the Code, mitigation efforts
12 to take place and how they will apply to the site.

13 The site plan illustrates a proposed structure toward the north end of the property, south of 1700
14 South. The I-1 zone requires a 30' front setback for structures. Verification of front setback is
15 required. Verification of adherence to landscape requirements is also unclear and should be
16 addressed. Specifically, the following: (1) landscape islands adequately sized at the end of all
17 parking rows, (2) shade trees provided at the ratio of 1 tree per 6 parking stalls and 1 shrub per 25
18 sq. ft. of landscape island, (3) 6' wide parking perimeter landscape area, and (4) a 14' wide
19 landscape area adjacent to a street frontage with 1 tree provided for every 40' of street frontage.

20 Applicant has submitted further material showing mitigation measures to address commissioner's
21 concerns. Applicant and opposing counsel will each have ten minutes to make their arguments,
22 then applicant will have a short rebuttal period.

23 Mr. Wayne Budge, legal counsel representing American Eagle Ready Mix (AERM), thanks
24 commission for their attention to submittal materials. He first wishes to highlight the important
25 points of their arguments.

26 He first referenced the history of the site, and concerns about prior activity on-site. AERM takes
27 seriously their responsibility to the city, on-site activities occurred before the site was annexed into
28 American Fork. After annexation, all activities ceased until appropriate permissions could be
29 approved. Other observed activities in the vicinity are not from his client.

30 Mr. Budge stated that they have spent a lot of time working towards this approval. Last year they
31 worked with city staff to be annexed, with the clear understanding of what the appropriate use
32 would be. Some concerns were raised about another batch plan in the area, but city staff annexed
33 and rezoned for this purpose and use. A neighbor recently made arguments that should have been
34 made before a zoning and annexation took place. After annexation there is an expectation of
35 activity being approved into the zone it is appropriate for. His client is required to submit an
36 application that conforms to city code. This particular property is zoned industrial, it is next to the
37 TSSD site with open sewer lagoons, mulching, and other outdoor activities that are tolerated and
38 appropriate for the I-1 zone. Within 700 ft of this site is Rock Canyon Oil, which is constantly

UNAPPROVED MINUTES

1 trucking material in and out, and involves uses such as storage facilities. Alta View is a currently
2 operating batch plant 500 ft or less from this site. The Alta View application was processed in
3 2005 and 2008 and approved by this body. The city council and planning commission went through
4 careful analysis to approve Alta View, the minutes are attached. AERM has the obligation to show
5 that this use is permitted in this zone. Though engaging in approved uses such as compounding
6 and processing of materials, they will also meet stated conditions that activities not produce
7 noxious odors, vapors, dust, noise, etc. The area is industrial, and they offer the following as
8 mitigating measures:

- 9 1. There will be no smoke produced, and fumes will not be worse than the trucks at the
10 neighboring oil facility, compost plant and Alta View batch plant.
- 11 2. Noise issues will be mitigated by using best available machinery, and vibrations will be
12 minimal.
- 13 3. Dust will be mitigated by using paved area for operations, a sweeper truck will be utilized,
14 and they will have an area for washing trucks to prevent tracking dirt out.
- 15 4. Adverse visual impact could be mitigated by a precast wall, up to 8 ft if city desires. This
16 use is the visual one would expect in an industrial zone. The standards being proposed by
17 Roderick are appropriate for a business park, but inconsistent with an industrial zone.

18 Mr. Budge adds that people coming onto the site will comply with OSHA requirements. He
19 concluded by asking for approval, and stated that they have made a tremendous investment in both
20 time and money, and they intend to be a good neighbor.

21 Mr. Dan McDonald, legal counsel for Roderick, was granted time to make an opposing statement.
22 He stated that silica dust is very harmful to humans. He displayed a power point that focused on
23 the following concerns:

- 24 1. Applicant has not demonstrated adherence to air quality requirements. They installed a
25 plant with the capacity to produce up to 366 CY/Hour but represented to the DAQ that they
26 intend to only operate at a max of 30 CY/Hour in order to obtain a small source exemption
27 from air quality requirements.
- 28 2. Applicant has not demonstrated compliance with city code regarding wastewater.
- 29 3. There are more than 20 key differences between Alta View and the proposed American
30 Eagle batch plant, some of which include –
 - 31 • Alta View operates under a DAQ approval order, AERM is exempt
 - 32 • Alta View is an enclosed production facility, AERM is an open production facility
 - 33 • AERM engages in crushing and recycling concrete on-site
 - 34 • Alta View has a truck washing station, AERM has none on their site plan
 - 35 • Alta View is hardly visible from the public road, AERM is clearly visible
 - 36 • Alta View has chute sleeves, AERM has open conveyors
 - 37 • Alta View is required to use best available control technology (BACT) by DAQ,
38 AERM is not required to use BACT as a term of their exemption
 - 39 • Alta View is a dry batch plant, AERM is a ready mix plant

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Mr. McDonald added that this use is not allowed under city code in the I-1 zone, as it will generate dust and noise. It is not considered light manufacturing and will have an adverse visual impact. He challenged the applicant to produce permissions from Utah County before annexation by the city, but has not seen any. This applicant is rogue, and they can't be trusted. They have been red-tagged and shut down by the city and are not trustworthy.

He then stated that this is an adjudicative body, which gets to decide if the site plan meets the legal requirements. The applicants were unreasonable to rely on statements by people who are not the decision makers. Their use is not light manufacturing, dust and noise will not be limited, there will be adverse visual impact, materials will be stored in full view. The commission should deny this application. Alternately, if they decide to approve, they should require the following:

1. Quarterly volume audits
2. Compliance with wastewater code
3. Enclosed production
4. Prohibit crushing and recycling
5. Truck washing facility
6. Mature trees to be planted along public road to obscure plant and absorb dust
7. All BACT technology be implemented
8. All mitigation efforts implemented within 3 months of approval

Mr. Budge is given time for rebuttal. He said that information in the presentation from Roderick is misstated and should be disregarded. AERM will have a truck washing station on site. They will also have covered conveyors and no concrete crushing. These comments and recommendations would be appropriate if you were recommending new requirements for a batch plant. This is not the case, we need only show that we do meet the current standards of the city and state. AERM intends to abide by all applicable permits and requirements. If the city were inclined to follow Roderick's recommendations, this would be inconsistent with the approved zoning. He asks commission for its approval.

Discussion of item is now closed to applicant and opposing counsel, and comments by staff and commissioners were heard.

Mr. Christiansen is concerned that AERM is not enclosed. He's studied several batch plants and sees that most are enclosed. If that was what AERM intended, he'd be more likely to approve the application. What is set up is just the machine, which is typical of a temporary project. Without the commitment of an enclosure to mitigate noise and dust, he is concerned about this site plan.

Mr. Brocius has similar feelings, an enclosed building seems to be the factor that would mitigate other concerns. With enclosure, true mitigation can take place.

Chairman Woffinden feels that it fits in zone, but his question is "do we trust applicant to do mitigation?" His track record is not good.

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1 Ms. Anderson pointed out that the Alta View plant was approved in 2004-2005, she said our code
2 has changed since then and we can't use old code to judge present suitability.

3 Chairman Woffinden agreed. This commission is not judging Alta View in the past, it is judging
4 AERM now. He does agree that batch plants fit in the industrial zone.

5 Mr. Olsen said the code hasn't changed much in the industrial zone, some exceptions have been
6 added but they don't apply to AERM.

7 Mr. Ryan Hunter says it is disingenuous to suggest that we have to accept/approve all applicants
8 of a certain type just because one was approved previously. The code certainly didn't anticipate
9 several batch plants in the area. The 92 ft tall tower near the lake is a concern for him. It seems
10 that we are dumping our most unsightly things along our beautiful lakeshore. He has concerns
11 about wastewater requirements, he doesn't like the small exemption instead of DAQ compliance,
12 and doesn't feel that city staff should be the enforcer of air quality. That's why DAQ exists. The
13 open building and rock crushing are other concerns. He doesn't see rock crushing as being a light
14 industrial function.

15 Mr. Dupaix agrees with previously stated concerns. He asks Mr. Christiansen if the batch plant
16 that he is most associated with is covered, and he affirms. Mr. Dupaix feels that that is a big
17 mitigating factor, similar production facilities are better protected than the current proposal.

18 Chairman Woffinden feels that their site plan still lacks many details, such as a wash out area.

19 Mr. Brocious addresses water quality issues, and asks how will they handle water retention to
20 mitigate water quality issues. What BMP's will they follow?

21 Mr. Ben Hunter indicated that he has reviewed the plans, and the site will be sloped to a retention
22 pond, where water will be recycled and used on-site. Some of the BMP's are paved areas to help
23 reduce pollutants and grading hard surfaces.

24 Mr. Brocious asked about the potential of pollutants infiltrating into the ground water.

25 Mr. Ben Hunter agreed that the potential is there, pollutants will be produced from operations. The
26 retention pond will capture some of the dust and dirt. Whether pollutants will dissolve and
27 percolate into groundwater, he can't speak to. BMP is that the retention pond will capture the
28 majority of pollutants, and the storm water facility agreement stipulates that inspections will take
29 place.

30 Mr. Dupaix asked Mr. Hunter what the BMP's are for batch plants.

31 Mr. Hunter replied that they are the same as for other operations. A retention pond, paved hard
32 surfaces, grading, etc.

33 Chairman Woffinden asked how commissioners feel about the exemption for air quality?

34 Mr. Ryan Hunter is not in favor of that exemption.

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1 Mr. Christiansen stated that he has other concerns such as haul-back concrete. This was not
2 addressed in their plans, and they will have a loader going back and forth. In the last meeting it
3 was mentioned that they would be crushing and recycling, their statements regarding this have
4 been inconsistent. Their plan shows temporary surface and access roads to be made of recycled
5 asphalt, he thinks it should all be concrete. More dust would be generated over time from
6 temporary access roads. He feels that this is quite a bit different from Alta View.

7 Chairman Woffinden agrees, he didn't see any of these important details in their plan and the area
8 seems too small to accommodate many of them.

9 Mr. Brocious asked what the alternative is to crushing, do they just store it and then haul away.

10 Mr. Christiansen says yes, but we don't know their real intent.

11 Chairman Woffinden indicated that some batch plants pour their haul-back concrete in forms to
12 become part of the road surface a little at a time.

13 Mr. Ryan Hunter said that as currently configured, it feels like a temporary batch plant.

14 Mr. Brocious added that it doesn't qualify as light manufacturing without an enclosure.

15 **Mr. Ryan Hunter moved to deny the site plan for American Eagle Ready Mix on the basis**
16 **that the applicant has failed to adequately demonstrate that the project meets the following**
17 **required criteria for the I-1 zone:**

- 18 _ **It is a light manufacturing, processing, warehousing and fabrication of goods and**
19 **materials**
- 20 _ **It has minimum conflict or deleterious effect on surrounding properties and uses**
- 21 _ **None of the activities carried out on the premises produce any noxious odor or any**
22 **fumes, smoke, noise, vapor, vibration, glare or similar condition that is harmful to**
23 **persons or that is readily discernable beyond the boundary of the zone or create an**
24 **adverse visual impact readily discernable from the public roads**
- 25 _ **All uses are to be conducted entirely within a fully enclosed building, except those**
26 **uses deemed by the city to be customarily and appropriately conducted in the open.**
- 27 _ **No portion of a designated off-street parking area is to be used for storage of**
28 **materials or vehicles**
- 29 _ **All materials and vehicles used in the conduct of the business activity are to be**
30 **stored within an enclosed building or within an area designated for such use as**
31 **shown on the site plan**
- 32 _ **All outside storage areas are enclosed with a fence or wall of not less than 6 feet in**
33 **height**

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- 1 **– The site plan and improvements provide for efficient removal and proper disposal**
2 **of surface water generated by the use**

3 **Mr. Dupaix seconded the motion.**

4 Ms. Anderson thinks they should table this item, she feels it's not ready for a submission.
5 Mr. Olsen instructed that if a commissioner wants another option and is not in favor of
6 the motion for denial, they should vote no.

7 Ms. Anderson wants the record to reflect that she is voting to table.

8 **Voting was as follows:**

9 Chairman Woffinden	Aye
10 Chris Christiansen	Abstain
11 Christine Anderson	Nay
12 Geoff Dupaix	Aye
13 Harold Dudley	Aye
14 Ryan Hunter	Aye
15 Rod Brocious	Aye

16 **The motion carried.**

- 17
18
19
20 2. Hearing, review and action on a commercial site plan located at 64 North 900 West in the
21 GC-2 Planned Commercial zone

22 Mr. Olsen stated that the applicant proposes a pool display area on landscaped, but vacant, ground
23 adjacent to I-15, at approximately 64 N. 900 W. Applicant states that he intends to construct a
24 structure for sales, storage and additional display in the future; however, for now, he requests
25 approval to display pools on the site. Planning staff has requested a full site plan illustrating this
26 future structure, as this creates a comprehensive picture of the intended use on site.

27 The GC-2 zone allows display areas as part of a sales establishment, but not a display area without
28 a main use (sales establishment). A display area without a main use could be construed as off-
29 premise advertising, which is not allowed as a sole use. Previously, area was approved as a display
30 area from county. When it was annexed into city, the use changed.

31 Mr. Dupaix said that Best Vinyl used to be there just to the west, they had a lot of displays but the
32 main business was close enough to conform to requirements.

33 Mr. Olsen stated that they've indicated to applicant that if there's a site plan with a building, his
34 recommendation would change.

35 Chairman Woffinden asked if we've required a geotech report.

36 Mr. Ben Hunter replied that they have not, it's just a pool display without any building.

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Chairman Woffinden said that basically the issue is that it needs a building to fit into the zone requirements, such as a sales office.

Mr. Ben Hunter indicated that there is no infrastructure, utilities, or anything that needs to be reviewed.

Public Hearing Opened

Public Hearing Closed

Mr. Dudley moved to deny approval of the site plan.

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

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

3. Review and action on an amended site plan for American Heritage School located at 736 North 1100 East in the R-1-9,000 and R-1-15,000 Residential zones

Mr. Olsen said that American Heritage School received site plan approval for an athletic facility in 2017. The school has submitted plans for an expansion of this facility - an addition of a commons area and auxiliary gym. The athletic facility is located north of the main school campus and west of the recently constructed athletic fields. Area to the north of the proposed expansion and south of the Autumn Crest Subdivision is reserved for future school and parking expansion.

The commons expansion will consist of 17,500 square feet and the auxiliary gym will consist of 7,670 square feet. The proposal is straightforward, they have met all criteria, he recommends approval.

Mr. Ben Hunter said that the school has onsite utilities already, there are no concerns from the Engineering Division.

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1
2 **Mr. Ryan Hunter moved to approve the amended site plan for the American Heritage School**
3 **athletic facility, with the findings as outlined in the staff report and subject to any findings,**
4 **conditions and modifications listed in the engineering report.**

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

6	Chairman Woffinden	Aye
7	Chris Christiansen	Aye
8	Christine Anderson	Aye
9	Geoff Dupaix	Aye
10	Harold Dudley	Aye
11	Ryan Hunter	Aye
12	Rod Brocious	Aye

13 **The motion carried.**

14
15
16 4. Other Business

17
18 Ms. Anderson had a question relating to the batch plant location. She was looking at the land use
19 plan, it was intended to be a lakeshore protection zone. She wonders how it got changed to
20 industrial. When the annexation came up a few months ago, they didn't compare it with the land
21 use map to see if that matches expectations. She suggests that staff and commission check land
22 use map before future annexations.

23
24 Chairman Woffinden asked commissioners if they have any names for another
25 commissioner.

26
27 Mr. Olsen asked commissioners to reach out to him with possible names that he will pass along
28 to the mayor.

29
30
31 5. Site Plan Committee Report

32 Mr. Knobloch reviewed the upcoming Planning Commission items, these include code text
33 amendments regarding the street parking ordinance and bond details. There are quite a few
34 developments moving through TRC that aren't quite ready for planning commission.

35
36 6. Review and action on the minutes of the April 22, 2020 Planning Commission Regular
37 Session

38 **Mr. Dupaix moved to recommend approval of the minutes of the April 22, 2020 Planning**
39 **Commission Regular Session.**

UNAPPROVED MINUTES

1 **Mr. Ryan Hunter seconded the motion. Voting was as follows:**

2	Chairman Woffinden	Aye
3	Chris Christiansen	Aye
4	Christine Anderson	Aye
5	Geoff Dupaix	Aye
6	Harold Dudley	Aye
7	Ryan Hunter	Aye
8	Rod Brocious	Aye

9 **The motion carried.**

10
11
12 7. Adjournment

13
14 Mr. Dudley moves to adjourn, Mr. Brocious seconds. All vote in favor.

15
16 Meeting adjourned at 8:15 pm.

17
18
19
20 Lisa Halversen, Administrative Assistant

AMERICAN FORK CITY PLANNING COMMISSION

May 6, 2020

THE APPLICANT HAS NOT DEMONSTRATED COMPLIANCE WITH CITY CODE § 17.5.116 – AIR QUALITY

- “Any use shall be prohibited which emits or discharges gasses, fumes, or other pollutants into the atmosphere in amounts which exceed the standards as prescribed by the Utah State Air Conservation Board, the board of health, or such appropriate body as may be appointed by the city council.”

WHAT THE APPLICANT WANTS YOU TO BELIEVE ...

IT INSTALLED A PLANT WITH THE CAPACITY TO PRODUCE UP TO ...

366 CY/HOUR



BUT, AS IT REPRESENTED TO THE DAQ, TO GET ITS EXEMPTION, IT WILL ONLY OPERATE AT A MAX OF ...

30 CY/HOUR



**THE APPLICANT HAS NOT DEMONSTRATED
COMPLIANCE WITH CITY CODE § 17.5.116 –
WASTEWATER**

“Any use shall also be prohibited which emits or discharges liquids or solid material onto the soil or water in amounts which result in pollutants entering any water or drainage system in amounts exceeding the standards prescribed by the Utah State Water Pollution Control Board or the state board of health.”

THERE IS NO RISK OF AN EQUAL PROTECTION VIOLATION

--

THERE ARE MORE THAN 20 KEY OPERATIONAL, SIZE, AND SCOPE
DIFFERENCES BETWEEN THE AMERICAN EAGLE AND THE ALTAVIEW
PLANTS

ALTAVIEW v. AMERICAN EAGLE

ALTAVIEW

- Operates under a Utah DAQ **Approval Order**

STATE OF UTAH
Department of Environmental Quality
Division of Air Quality

APPROVAL ORDER: Approval
Order for Concrete Batch Plant

Prepared By: Chad Harris, Engineer
(801) 536-4069
Email: cdharris@utah.gov

APPROVAL ORDER NUMBER
DAQE-AND140228001-07

Date: July 12, 2007

Westroc Inc.
Source Contact
Greg Reece
(801) 785-5600

M. Cheryl Heying
Executive Secretary
Utah Air Quality Board

AMERICAN EAGLE

- Operates under a Utah DAQ **small source exemption** (based upon American Eagle's representations to the DAQ)

Utah Division of Air Quality
SMALL SOURCE EXEMPTION REGISTRATION

Business eligible for this exemption shall not: 1) emit more than 8 tons per year of each of the following pollutants: sulfur dioxide (SO₂), carbon monoxide (CO), nitrogen oxides (NO_x), particulate matter (PM₁₀), ozone (O₃), or volatile organic compounds (VOCs) or 2) emit more than 600 pounds per year of any single hazardous air pollutant (HAP), and emit more than 2000 pounds per year for any combination of HAPs, or 3) emit less than 500 pounds per year of any air contaminant not listed in (1) or (2) above and less than 2500 pounds per year of any combination of air contaminants not listed in (1) or (2) above.

Please keep copies of the registration notice and worksheets on file at your business to verify your permit exemption status. Please be aware that the small source exemption does not exempt your business from the permitting requirements of R307-401-5 through 8 of the Utah Administrative Code, nor other applicable air quality regulations.

1. Business Name and Mailing Address: American Eagle Ready-Mix Utah LLC 7811 W 2100 S Magna UT 84048 Phone # (801) 438-3480 Fax # () - Same	2. Business Contact for Air Quality Issues: Doug Clements 7811 W 2100 S Magna UT 84048 Phone # (801) 783-8537 Fax # () - Same
3. Owner Name and Mailing Address: Doug Clements 7811 W 2100 S Magna UT 84048 Phone # (801) 783-8537 Fax # () - Same	4. Business Location (street address if different from above and directions to site): 303 S 1700 E American Fork Utah 84003
5. County where business is located: Utah	6. Start-up Date of Business: Month: March, April Year: 2020
7. Briefly describe your process by describing end products, raw materials, and process equipment used at your business. Attach additional sheets if necessary. Produce ready mix concrete. Bring washed rock and sand together with cement and flyash to produce concrete for residential, commercial and DOT projects.	

UTAH DEPARTMENT OF
ENVIRONMENTAL QUALITY
FEB - 7 2020
DIVISION OF AIR QUALITY

ALTAVIEW v. AMERICAN EAGLE

ALTAVIEW

- Enclosed production



AMERICAN EAGLE

- Open production



AMERICAN EAGLE ENGAGES IN CRUSHING AND CONCRETE RECYCLING



Exhibit "F"

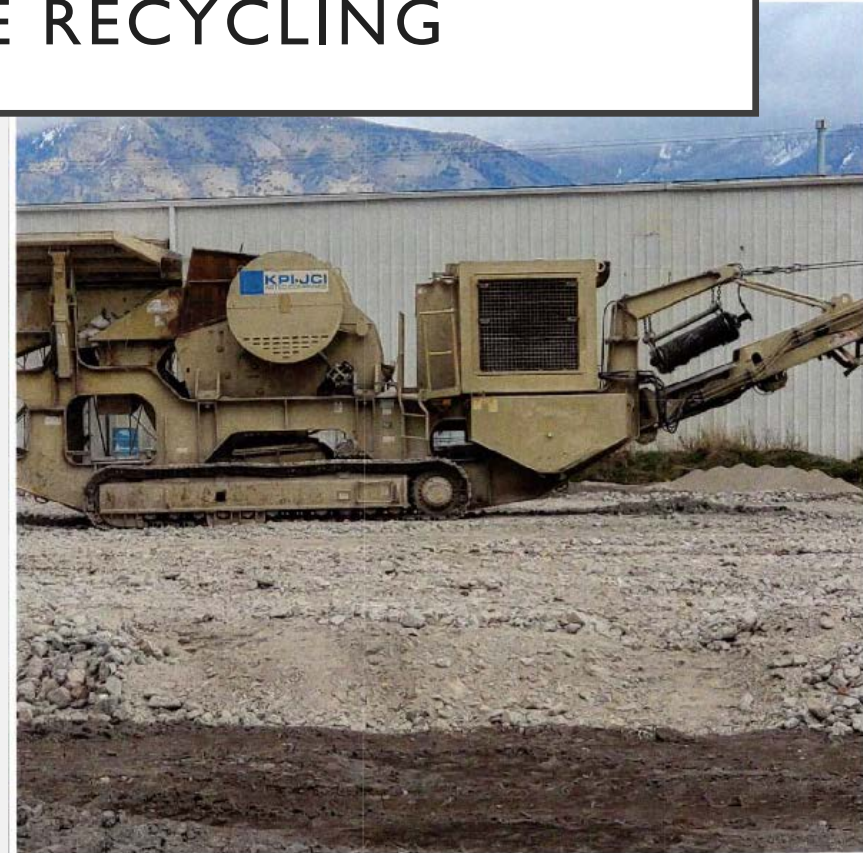


Exhibit "E"

ALTAVIEW v. AMERICAN EAGLE

ALTAVIEW

- Truck washing station



AMERICAN EAGLE

- No truck washing station on site plan

ALTAVIEW v. AMERICAN EAGLE

ALTAVIEW

- Hardly visible from public road in a cul-de-sac



AMERICAN EAGLE

- Clearly visible from the public road

ALTAVIEW v. AMERICAN EAGLE

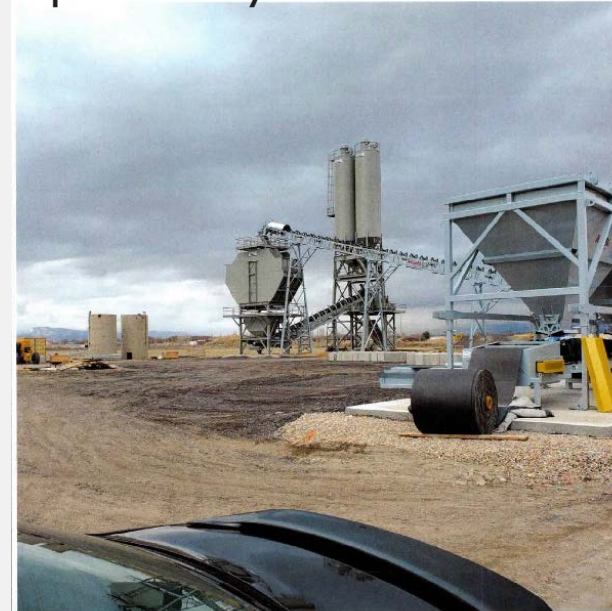
ALTAVIEW

- Shute sleeves



AMERICAN EAGLE

- Open conveyors



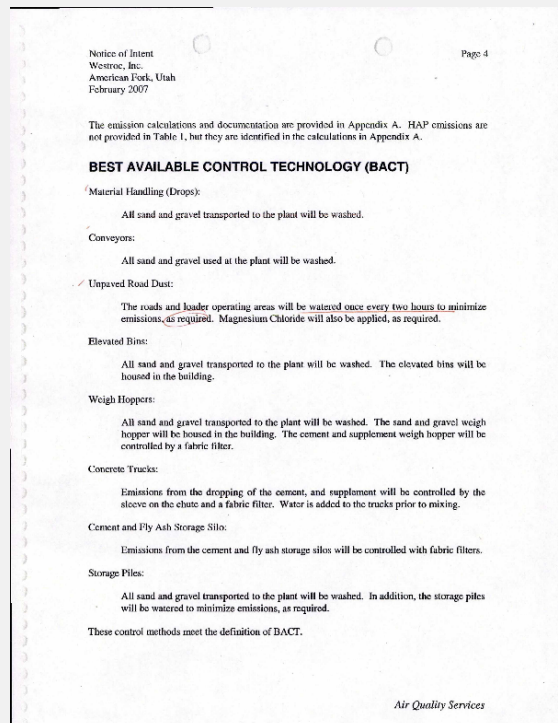
ALTAVIEW v. AMERICAN EAGLE

ALTAVIEW

- Best Available Control Technology (BACT) required by DAQ

AMERICAN EAGLE

- BACT not required as part of exemption



ALTAVIEW v. AMERICAN EAGLE

ALTAVIEW

Best Available Control Technology (BACT) required by DAQ

1. material handling - all sand and gravel transported to the plant will be washed
2. conveyors - all sand and gravel used at the plant will be washed
3. unpaved road dust - roads and loader equipment are watered once every two hours; mag water (magnesium chloride) applied as required to control dust
4. elevated bins are housed in the enclosed structure
5. sand and gravel weight hopper is enclosed in the building
6. weigh hopper is controlled by a fabric filter
7. cement chute sleeves (shown in Ex. D) and fabric filters to control emissions
8. emissions from the cement and fly ash are controlled by fabric filters
9. storage piles are washed

AMERICAN EAGLE

- BACT not required as part of exemption

ALTAVIEW v. AMERICAN EAGLE

(OTHER DIFFERENCES)

ALTAVIEW

- Transit mix / “dry batch” plant
- Noise mitigating structures such as enclosed facilities
- Street sweeper present
- Good dust and particulate matter controls
- Enclosed garage

AMERICAN EAGLE

- Ready mix plant
- No noise mitigating structures or measures noted
- No street sweeper noted in plans
- Poor to no dust and particulate matter controls noted in plans
- No requirement/commitment of enclosed garage

THE BOTTOM LINE ...THIS
USE IS NOT ALLOWED
UNDER CITY CODE §
17.4.503
(THE I-I INDUSTRIAL
ZONE)

- This is NOT “light manufacturing, processing, warehousing and fabrication”
- AERM does NOT operate “under conditions which limit the generation of noise, vibration, smoke, odor, dust, fumes, or hazard from explosion”
- “the activities carried out on the premises ... produce ... fumes, ..., noise, vapor, vibration,...or similar condition[s]”
- These conditions “create an adverse visual impact readily discernible from the public roads”
- The “materials and vehicles” will not all “be stored within an enclosed building” or “an area designated for such use [i.e., enclosed] as shown on the approved site plan”

WHAT SHOULD THE PLANNING COMMISSION DO?

DENY THE APPLICATION BECAUSE:

- This is NOT “**light**” manufacturing, processing, warehousing and fabrication”
- AERM does NOT operate “under conditions which limit the generation of noise, vibration, smoke, odor, dust, fumes, or hazard from explosion”
- “the activities carried out on the premises ... produce ... fumes, ..., noise, vapor, vibration,...or similar condition[s]”
- These conditions “create an adverse visual impact readily discernible from the public roads”
- The “materials and vehicles” will not all “be stored within an enclosed building” or “an area designated for such use [i.e., enclosed] as shown on the approved site plan”

ALTERNATIVELY, APPROVE IT WITH THE FOLLOWING CONDITIONS:

- AERM must submit to a quarterly volume audit to ensure it is not operating at volumes greater than that represented to the DAQ
- Demonstrate compliance with City Code § 17.5.116 (wastewater) by engineered plans
- AERM must engage in enclosed production like the Altaview plant
- Concrete crushing and recycling are prohibited
- AERM must create and use a truck washing facility like the Altaview plant
- AERM must plant mature trees all along the public road to ensure the plant is not readily visible from the public road and to absorb fugitive dust
- AERM must implement all of the BACT technology that the Altaview plant is required to implement by the DAQ
- Every aspect of AERM’s mitigation response plan in the 4/29/2020 letter from its legal counsel must be implemented within 3 months of approval