

AMERICAN FORK CITY COUNCIL
OCTOBER 13, 2020
*AMENDED - PUBLIC HEARING, REGULAR SESSION AGENDA

NOTICE OF ELECTRONIC MEETING

In accordance with Resolution No. 2020-07-20R, Mayor Frost has determined that conducting meetings of the City Council with an anchor location, such as the City Council Chambers or Administration Conference Room, presents a substantial risk to the health and safety of those who may be present there. The following are facts upon which this determination has been made:

- Utah has been in a declared state of emergency due to COVID-19 since March 6, 2020, a virus outbreak that has been recognized by the World Health Organization, federal, state and local leaders as a pandemic.
- The Centers for Disease Control and Prevention (CDC) has stated that COVID-19 is easily spread from person to person between people who are in close contact with one another through respiratory droplets when an infected person coughs, sneezes, or talks. This virus can also be spread by people who are non-symptomatic.
- As reported by the Utah Department of Health, reported COVID-19 cases in Utah County continue to rise at a rate higher than reported rates for the state.
- Federal, state, and local authorities recommend that individuals limit public gatherings, wear face masks, and follow social distancing guidelines.
- It is difficult to anticipate the number of attendees at any meeting in order to maintain social distancing to comply with State Phased guidelines. Further, regardless of the number of attendees, social distancing measures for Council, staff, and attendees will be difficult to maintain in the City Council Chambers and Administration Conference Room.
- COVID-19 continues to pose an immediate threat to the health, safety, and welfare of American Fork City residents.
- American Fork City can provide a way for the public to hear, or hear and view, open portions of City Council meetings and to provide a way to participate in public hearings.

The City Council meetings will be conducted via electronic means while the written determination remains in effect. The meetings are broadcast live-streamed, and available at a later time, at <https://www.americanfork.gov/AgendaCenter>. To make a public comment, email comments to zoompubliccomment@afccity.net prior to 5:00 p.m. the day of the meeting for the comment to be read into record. Please indicate in the subject line which item your comment refers to. You may also make public comment in person at City Hall (31 N. Church Street). No more than ten individuals will be allowed in City Hall at one time to ensure social distancing guidelines are capable of being followed. Masks shall be worn inside City Hall.

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, October 13, 2020, electronically, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comment on the declaration of real property at approximately 1350 North 70 West as surplus and to be disposed of.
- Receiving public comment on the vacation of easements located at 1088 North 980 East and 496 North 900 West.
- Receiving public comment on amendments to the city code as it relates to permitted uses and building requirements in the CC-1 Central Commercial zone.

REGULAR SESSION

1. Invocation by Council Member Staci Carroll; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the September 8, 2020 city council minutes.
2. Approval of the September 15, 2020 work session minutes.
3. Approval of the September 22, 2020 city council minutes.
4. Approval of the authorization to release the Improvements Durability Retainer of \$75,556.45 for EASTON PARK PHASE 2, located at 650 South 860 East.
5. Approval of the authorization to release the Improvements Durability Retainer of \$31,248.10 for EASTON PARK PHASE 3, located at 482 South 860 East.
6. Approval of the authorization to release the Improvements Durability Retainer of \$1050.00 for KASTELL VON SCHMUHL, located at 698 North 200 West.
7. Ratification of city payments (September 16, 2020 to October 6, 2020) and approval of purchase requests over \$25,000.

ACTION ITEMS

1. Review and action on the appointments of Jason Rupp (term ending 2023) and Shannon Magleby (term ending 2023) to the Library Board.
2. Review and action on a resolution declaring real property located at approximately 1350 North 70 West to be surplus and disposed of.
3. Review and action on an ordinance approving a vacation of a portion of a public utility easement at 496 North 900 West, Lot 7 of IFA Subdivision No 2.
4. Review and action on an ordinance approving a vacation of a portion of a public utility easement at 1088 North 980 East, Lot 28 of Autumn Crest subdivision.
5. Review and action on an ordinance adopting an amendment to Section 17.4.401 of the American Fork City Development Code entitled CC-1 Central Commercial zone.
6. Review and action on a resolution approving a land use map amendment from the High Density Residential to the General Commercial designation, located at 96 South 100 East.
7. Review and action on an ordinance approving a zone map amendment from the R4-7,500 Residential to the CC-1 Central Commercial zone, located at 96 South 100 East.
8. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3)

posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.

- a. Review and action on the final plat of Roderick Catalyst Subdivision Phase 2, located in the area of 1600 South 450 East in the PI-1 Planned Industrial zone.
 - b. Review and action on the final plats for Rockwell Ranch Block 3 Phase 1, consisting of 55 units, located at approximately 1060 West 480 South in the TOD zone.
 - c. Review and action on the final plats for Rockwell Ranch Block 5 Phase 1, consisting of 48 units, located at approximately 1060 West 560 South in the TOD zone.
9. Review and action of a reimbursement agreement with Patterson Construction, Inc. for system improvements associated with the Peak Meadows project.
 10. Review and action on a reimbursement agreement for 620 South with Qelo, LLC for system improvements associated with the AF 10 subdivision.
 11. Review and action on a reimbursement agreement for 620 South with Qelo, LLC for system improvements associated with the AF PD South PUD development.
 12. Review and action on a reimbursement agreement with White Horse Developers for system improvements for off-site sewer along 1100 West.
 13. Review and action of a connector's agreement (a/k/a pioneering agreement) for White Horse Developers for system improvements along the recently approved Rockwell Ranch Development.
 14. Review and action on a construction contract for the 36-Inch Water Improvements Project.
 15. Review and action on a construction contract for the 200 South Water Main Improvements Project.
 16. Review and action on a professional services contract for the American Fork River Rehabilitation Environmental Project.
 17. Review and action on a resolution approving an interlocal agreement with Highland, Cedar Hills, and Pleasant Grove for easements and access on properties for each city.
 18. Review and action on approval of the CMGC contract for Fire Station 52.
 - *19. Review and action on a First Amendment to the T-Mobile Land Lease Agreement dated October 23, 2018.
 20. Review and action on a resolution approving an interlocal agreement with Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model.
 21. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
 22. Adjournment.

Dated this 12 day of October, 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
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$75,556.45 for EASTON PARK PHASE 2, located at 650 South 860 East.

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

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$75,556.45 for EASTON PARK PHASE 2. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Bond Release Request-Easton Park Ph2 Durability (PDF)
Durability_Release_Authorization-Easton Park Phase 2 (PDF)
Easton Park Phase 2 Bond Spreadsheet (XLSX)



IMPROVEMENT WARRANTY 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 Improvement Warranty for EASTON PARK PHASE 2 pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$ 75,556.45

PASSED THIS 13 DAY OF OCTOBER , 2020

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: Easton Park Phase 2

Name of Development: Easton Park Phase 2						Date		Date		Date	(requested 12/12/17)	4/24/2018	(requested 3/29/2018)	4/28/2020	inal Release			Date
						2/28/2017		10/24/2017		1/9/2018								
No.	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	MOBILIZATION																	
	Mobilization	1	LS	\$5,600.00	\$5,600.00	1	\$5,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	EARTHWORK																	
	Excavation (including hauling off of materials)	1481	Cubic Yd	\$15.00	\$22,215.00	1481	\$22,215.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	ASPHALT AND CONCRETE																	
	Asphalt 3" - Standard Road	19998	SF	\$1.50	\$29,997.00		\$0.00		\$0.00	19998	\$29,997.00		\$0.00		\$0.00		\$0.00	\$0.00
	14" Thick Road Base	19998	SF	\$1.20	\$23,997.60		\$0.00		\$0.00	19998	\$23,997.60		\$0.00		\$0.00		\$0.00	\$0.00
	24" Curb & Gutter (4" untreated base course included)	925	LF	\$18.00	\$16,650.00		\$0.00		\$0.00	925	\$16,650.00		\$0.00		\$0.00		\$0.00	\$0.00
	5' Wide Sidewalk, 6" Thick w/ 6" Road Base	907	LF	\$15.00	\$13,605.00		\$0.00		\$0.00	907	\$13,605.00		\$0.00		\$0.00		\$0.00	\$0.00
	ADA Ramp (6" concrete 6" base course included)	2	Each	\$600.00	\$1,200.00		\$0.00		\$0.00		\$0.00	2	\$1,200.00		\$0.00		\$0.00	\$0.00
	CULINARY WATER																	
	8" DI Culinary Water	1630	LF	\$35.00	\$57,050.00	1630	\$57,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10" DI Culinary Water	201	LF	\$43.00	\$8,643.00	201	\$8,643.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Tee w/ Thrust Block	1	Each	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve	6	Each	\$800.00	\$4,800.00	6	\$4,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 11.25° Bend w/ Thrust Block	1	Each	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 45° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" 90° Bend w/ Thrust Block	1	Each	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10" Cross w/ Thrust Block	1	Each	\$800.00	\$800.00	1	\$800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10"x8" Reducer	1	Each	\$800.00	\$800.00	1	\$800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10" Gate Valve	2	Each	\$1,200.00	\$2,400.00	2	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly	8	Each	\$3,700.00	\$29,600.00	7	\$25,900.00	1	\$3,700.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1" Water Service Lateral	22	Each	\$1,200.00	\$26,400.00		\$0.00	22	\$26,400.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	2" Water Service Lateral	2	Each	\$1,500.00	\$3,000.00		\$0.00	2	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" DI Class 350 Fire Service Lateral	7	Each	\$2,000.00	\$14,000.00	7	\$14,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Gate Valve	7	Each	\$800.00	\$5,600.00	7	\$5,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" 45° Bend w/ Thrust Block	6	Each	\$500.00	\$3,000.00	6	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" DI Class 350 Fire Service Lateral	2	Each	\$2,000.00	\$4,000.00	2	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Gate Valve	2	Each	\$800.00	\$1,600.00	2	\$1,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	SEWER																	
	8" PVC Sewer Line	2138	LF	\$23.00	\$49,174.00	2138	\$49,174.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	5' Sewer Manhole Precast	9	Each	\$3,200.00	\$28,800.00	9	\$28,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Service Lateral	53	Each	\$500.00	\$26,500.00	53	\$26,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Service Lateral	17	Each	\$750.00	\$12,750.00	17	\$12,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	STORM																	
	18" Class III RCP-SD	1959	LF	\$48.00	\$94,032.00	1759	\$84,432.00	200	\$9,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	24" Class III RCP-SD	701	LF	\$55.00	\$38,555.00	701	\$38,555.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Single Inlet Catch Basin (APWA 315)	12	Each	\$1,500.00	\$18,000.00	12	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Single Inlet Combo Box 6'x3' (APWA 316)	1	Each	\$1,800.00	\$1,800.00	1	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	48" Manhole	3	Each	\$3,000.00	\$9,000.00	3	\$9,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	60" Manhole	2	Each	\$3,200.00	\$6,400.00	2	\$6,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	PRESSURIZED IRRIGATION																	
	6" PVC Pipe	666	LF	\$19.00	\$12,654.00		\$0.00	666	\$12,654.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" 11.25° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00		\$0.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" 22.5° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00		\$0.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1.5" Secondary Service Lateral w/ Gate Valve	2	Each	\$500.00	\$1,000.00		\$0.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	2" Secondary Service Lateral w/ Gate Valve	1	Each	\$1,500.00	\$1,500.00		\$0.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	2" Secondary Drain Line 2/ Gate Valve	2	Each	\$1,500.00	\$3,000.00		\$0.00	2	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	CONSTRUCTION MANAGEMENT/MISC.																	

	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$250.00		\$0.00	\$0.00
	Construction Staking	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00		\$0.00	0.04	\$100.00		\$0.00		\$0.00	1	\$2,400.00		\$0.00	\$0.00
	Street Signs	1	Each	\$225.00	\$225.00		\$0.00		\$0.00	1	\$225.00		\$0.00	0	\$0.00		\$0.00	\$0.00
	Stop Signs	3	Each	\$225.00	\$675.00		\$0.00		\$0.00	3	\$675.00		\$0.00	0	\$0.00		\$0.00	\$0.00
	ADA Parking Signs	2	Each	\$225.00	\$450.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$450.00		\$0.00	\$0.00
	Speed Limit Signs	1	Each	\$225.00	\$225.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$225.00		\$0.00	\$0.00
	No Parking Sign	3	Each	\$300.00	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00	3	\$900.00		\$0.00	\$0.00
	CBU Mailbox	6	Each	\$1,250.00	\$7,500.00		\$0.00		\$0.00	6	\$7,500.00		\$0.00	0	\$0.00		\$0.00	\$0.00
	Street Monument	9	Each	\$250.00	\$2,250.00		\$0.00		\$0.00		\$0.00		\$0.00	9	\$2,250.00		\$0.00	\$0.00
	Park Strip Backfill (5' Wide)	927	LF	\$2.00	\$1,854.00		\$0.00		\$0.00	927	\$1,854.00		\$0.00	0	\$0.00		\$0.00	\$0.00
	Striping	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$2,500.00		\$0.00	\$0.00

		\$604,451.60	\$436,819.00	\$62,954.00	\$94,503.60	\$1,200.00	\$8,975.00	\$0.00	\$0.00
25% Per Ordinance Section 17.9.301		\$151,112.90	\$0.00	\$0.00	\$0.00	\$ 75,556.45	\$0.00	\$0.00	\$75,556.45
ICG Amount		\$755,564.50	\$436,819.00	\$62,954.00	\$94,503.60	\$76,756.45	\$8,975.00	\$0.00	\$75,556.45
10% Durability - retained at ICG release		\$75,556.45	Released 10/13/20				Available for Release=		\$0.00

Street Lights\$ 10,000.00

Fees\$1.00

Attachment: Easton Park Phase 2 Bond Spreadsheet (Durability Release - EASTON PARK PHASE 2)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$31,248.10 for EASTON PARK PHASE 3, located at 482 South 860 East.

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

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$31,248.10 for EASTON PARK PHASE 3. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Bond Release Request-Easton Park Ph3 Durability (PDF)

Durability_Release_Authorization-Easton Park Phase 3 (PDF)

Easton Park Performance Guarantee Phase 3 spreadsheet (XLSX)

Development Name: Easton Park Phase 3

Development Address: 482 South 860 East

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release
(10% Durability Release)

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


Name: Lori Mendenhall


Bank (if applicable): Bank of Utah (Formerly AM Bank)

Address: 144 South State Street

City: Lindon State: UT Zip: 84042

Phone: (801) 342-5377 Email: lmendenhall@bankofutah.com

Signature:  Date: 8/13/2020

 City Official Use Only
Fees paid and current

Administrative Signature: C. J. Ayud Date: 8.17.20

Inspector Signature: Digital Date: 8/26/20



IMPROVEMENT WARRANTY 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 Improvement Warranty for EASTON PARK PHASE 3 pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$ 31,248.10

PASSED THIS 13 DAY OF OCTOBER , 2020

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: Easton Park Phase 3

No.	Description of Item	Quantity	Unit	Unit Price	Total
	MOBILIZATION				
	Mobilization	1	LS	\$2,200.00	\$2,200.00
	EARTHWORK				
	Excavation (including hauling off of materials)	690	Cubic Yd	\$15.00	\$10,350.00
	ASPHALT AND CONCRETE				
	Asphalt 3" - Standard Road	9314	SF	\$1.50	\$13,971.00
	14" Thick Road Base	9314	SF	\$1.20	\$11,176.80
	24" Curb & Gutter (4" untreated base course included)	388	LF	\$18.00	\$6,984.00
	5' Wide Sidewalk, 6" Thick w/ 6" Road Base	328	LF	\$15.00	\$4,920.00
	ADA Ramp (6" concrete 6" base course included)	4	Each	\$600.00	\$2,400.00
	CULINARY WATER				
	8" DI Culinary Water	1468	LF	\$35.00	\$51,380.00
	8" Tee w/ Thrust Block	1	Each	\$500.00	\$500.00
	8" Gate Valve	3	Each	\$800.00	\$2,400.00
	8" 11.25° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00
	8" 22.5° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00
	8" 90° Bend w/ Thrust Block	1	Each	\$500.00	\$500.00
	Fire Hydrant Assembly	7	Each	\$3,700.00	\$25,900.00
	1" Water Service Lateral	35	Each	\$1,200.00	\$42,000.00
	2" Water Service Lateral	2	Each	\$1,500.00	\$3,000.00
	4" DI Class 350 Fire Service Lateral	15	Each	\$2,000.00	\$30,000.00
	4" Gate Valve	15	Each	\$800.00	\$12,000.00
	4" 11.25° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00
	4" 22.5° Bend w/ Thrust Block	2	Each	\$500.00	\$1,000.00
	4" 45° Bend w/ Thrust Block	4	Each	\$500.00	\$2,000.00
	CONSTRUCTION MANAGEMENT/MISC.				
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00
	Construction Staking	1	LS	\$2,500.00	\$2,500.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00
	Street Signs	1	Each	\$225.00	\$225.00
	Stop Signs	2	Each	\$225.00	\$450.00
	ADA Parking Signs	4	Each	\$225.00	\$900.00
	No Parking Sign	5	Each	\$300.00	\$1,500.00
	CBU Mailbox	8	Each	\$1,250.00	\$10,000.00
	Street Monument	11	Each	\$250.00	\$2,750.00
	Park Strip Backfill (5' Wide)	364	LF	\$2.00	\$728.00
	Striping	1	LS	\$2,500.00	\$2,500.00

	\$249,984.80
25% Per Ordinance Section 17.9.301	\$62,496.20
ICG Amount	\$312,481.00

Attachment: Easton Park Performance Guarantee Phase 3 spreadsheet (Durability Release - EASTON PARK PHASE 3)

10% Durability - retained at ICG release

\$31,248.10

Street Lights

\$ 5,000.00

Fees

#REF!



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Common consent consideration regarding authorization to release the Improvements Durability Retainer of \$1050.00 for KASTELL VON SCHMUHL, located at 698 North 200 West.

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

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.403 of the City Development Code, the City Council may authorize the release of the Improvements Durability Retainer following the one (1) year durability testing period. The release is based on a finding that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards or need for remedial action.

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$1050.00 for KASTELL VON SCHMUHL. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

1. Performance Guarantee Template - Kastell Von Schmuhl Durability (XLSX)
- Bond Release Request-Kastell Von Schmuhl Durability (PDF)
- Durability_Release_Authorization-Kastell Von Schmuhl (PDF)

Name of Development: Kastell von Schmuhl Subdivision

Name of Development: Kastell von Schmuhl Subdivision						Date		Date		Date		Date		Date		Date	
						11/12/2019	1st Release										
	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
Utility Improvements																	
	Install 4" Sanitary Sewer Lateral, 1" Water and 1" PI Line Complete With Road Cut and Patch	1	LS	\$10,500.00	\$10,500.00	1	\$10,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$10,500.00			\$10,500.00			\$0.00			\$0.00			\$0.00

Recording Fees	10-3470-500		
Plat (Base)	\$1.00	\$30.00	\$ 30.00
Plus Per Lot	\$2.00	\$1.00	\$ 2.00
First Page		\$10.00	\$ -
Each Additional Page		\$2.00	\$ -
Subtotal	\$ 32.00		

Street Lights	10-4410-276	
Street Lights		\$ -

Total Fees \$32.00

Total Bond & Fees \$11,582.00

Balance
\$0.00
\$0.00 Available for Release
\$1,050.00 Durability Period

Development Name:

Kastell Von Schmud

Development Address:

698 No. 200 W. Am. Fork UT
Must be paid prior to any release. 8400

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

☒ Partial Improvement
☐ Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release
(10% Durability Release)

Insurance Release					Inspector Use Only
Description of Item	Quantity	Units	Unit Price	Total	Complete? Yes/No
Durability Release				\$1050	
			Total	\$1050	

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

Name: Tanner or Rachel Crandall

Bank (if applicable):

Address: 1098 N. 200 W.

City: Am. Fork

State: UT

Zip: 84005

Phone: 801-898-9572

Email: Crandall.rach@gmail.com

Signature: _____

Reels (Cruel)

Date: 10.4.2020

City Official Use Only

☒ Fees paid and current

Administrative Signature:

☒ Fees paid and current
C. Lloyd

Date: 10-6-20

Inspector Signature:

By Handful

Date: 10/5/20



IMPROVEMENT WARRANTY 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 Improvement Warranty for KASTELL VON SCHMUHL pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$ 1050.00

PASSED THIS 13 DAY OF OCTOBER , 2020

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the appointments of Jason Rupp (term ending 2023) and Shannon Magleby (term ending 2023) to the Library Board.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Periodically, the City Council is asked to approve the appointment of citizens to various committees and boards. Tonight, the approval of two citizens to the Library Board are being recommended: Jason Rupp and Shannon Magleby. The following is a short introduction of Mr. Rupp and Ms. Magleby.

Jason Rupp

Jason was born in Memphis, raised in Omaha and moved to American Fork his senior year of high school. He graduated in 1993 from AF High. His wife, Erin, is a professional pastry chef and also graduated from American Fork High School. Jason is the father of six, ranging in age from 2 to 22 and grandfather to one baby granddaughter who all reside in American Fork.

Jason manages a team of Client Success Managers at BrainStorm, Inc. He also manages a portfolio of clients that includes several Fortune 100 companies in Financial Services. During his career as a Client Success Manager, he's worked with top companies across many other industries including Healthcare, Higher Education, Media and Entertainment, Manufacturing, Consumer Electronics, and Banking.

Jason currently spends most of his free time social distancing with his family in the backyard or the mountains. He's traveled to 15 other countries and 44 of the 50 states in the US. He reads or listens to books from many genres on a regular basis. Music inspires and energizes him.

Also, he loves pizza.

Shannon Savage Magleby

Shannon Savage Magleby was born and raised in American Fork, the daughter of Kenneth and LaRae Savage and granddaughter of Ellen Tracy who began the first AF Children's Library in the basement of the old Carnegie Library building. Shannon attended and loved being a student at Harrington Elementary School. At AFHS she was the Betty Crocker Homemaker of

Tomorrow. She became Type I diabetic and has lived healthily with it for over 50 years now. And as one of two Presidential Scholars from Utah, she was invited to go to Washington, D.C. to receive that award. There she sat next to Neil Armstrong at dinner.

Shannon attended BYU on a National Merit scholarship, graduated and taught junior high school English at Vernal Junior High, then married Kirk Magleby, a good friend from high school, and taught English for the first year of the new AFJH in 1976-77. She and Kirk are parents to four children who now live on the four different sides of the United States. She has lived in Colorado, Massachusetts, Georgia, and Maryland as well as Utah. After her children were all in school full-time, she came back to teaching and taught English and French at Lehi HS for 25 years, the last 7 of those teaching only French, one day at Lehi HS and the other day at Westlake HS.

Shannon retired from teaching in 2016, but enjoys substitute teaching for her former colleagues, especially in the Life Skills classes at Lehi HS, Horizon ATEC, and the HIVES group, an educational activities program for adults with disabilities. She is an actively participating member of the Church of Jesus Christ of Latter-day Saints, currently serving as the 29th ward Relief Society president.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the appointment of Jason Rupp and Shannon Magleby to the Library Board.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution declaring real property located at approximately 1350 North 70 West as surplus and to be disposed of.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Recently, the city has been looking at various small parcels of land in the city that are not being utilized. The proposal before the council is to declare one such small parcel of land as surplus and to be disposed of. This property is located at approximately 1350 North 70 West (west side of the street). This was before the City Council a few weeks ago as an parcel that was inadvertently advertised to be surplus. In looking at the parcel closer, it has been determined that the city does not need this piece. The resolution includes a description and an aerial showing the location of the parcel.

BUDGET IMPACT

Any proceeds will be deposited into the general fund.

SUGGESTED MOTION

Move to adopt the resolution declaring the real property at approximately 1350 North 70 West to be surplus and disposed of.

SUPPORTING DOCUMENTS

10-13-2020 Surplus Real Property Resolution - 1350 N 70 W (PDF)

RESOLUTION NO. 2020-10-__R**A RESOLUTION DECLARING PROPERTY TO BE SURPLUS**

WHEREAS, American Fork City provided published notice of a public hearing in the *Deseret News* on the 29th day of September 2020; and

WHEREAS, a public hearing was held on the 13th day of October 2020, regarding the proposed surplus of property, where public comment was entertained;

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

The following is hereby found to be surplus real property and to be disposed of by American Fork City:

Approximate Address:	1350 North 70 West
Legal Description:	COM E 469.98 FT & S 792.82 FT FR N 1/4 COR. SEC. 11, T5S, R1E, SLB&M.; N 72 DEG 53' 15" W 10.31 FT; N 192.29 FT; S 2 DEG 53' 21" E 195.57 FT TO BEG. AREA 0.022 AC. (See Exhibit A)

This Resolution shall become effective upon its passage.

PASSED by the American Fork City Council this 13th day of October, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 10-13-2020 Surplus Real Property Resolution - 1350 N 70 W (Surplus Real Property - 1350 N 70 W)

Exhibit "A"





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the vacation of a portion of an easement at 496 North 900 West, Lot 7 of IFA Subdivision No. 2.

SUMMARY RECOMMENDATION

Approval of the Ordinance of Easement Vacation at 496 North 900 West.

BACKGROUND

The city received this utility easement in 1997 for underground and communication utilities. It has been determined the easement is no longer needed. This approval will vacate the easement according to the exhibit.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to approve the Ordinance approving the vacation of a portion of the easement at 496 North 900 West.

SUPPORTING DOCUMENTS

Ordinance Vacating PUE at 496 N 900 W (PDF)

ORDINANCE NO. _____**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT
496 NORTH 900 WEST, AMERICAN FORK, UTAH**

WHEREAS, the City of American Fork has received a request to vacate a portion of the public utility easement at 496 North 900 West; and

WHEREAS, the City finds that there is good cause for the vacating of said portion of easement; and

WHEREAS, the vacating of said easement will not be detrimental to the public interest; and

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement and then held a public hearing on October 13, 2020, regarding such intent and carefully considered the comments of the public thereof.

THEREFORE, BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of an easement at 496 North 900 West, American Fork, Utah

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the easement at 496 North 900 West North and that vacating it will not be detrimental to the public interest.
- B. Easement Vacation Description:

The sixty-foot (60') easement that runs parallel to the ten-foot easement along the north property line of Lot 7 of IFA Subdivision No. 2. as recorded in the office of the Utah County Recorder, said vacated portion also shown on the attached map, and more particularly described as follows:

The Public Utility Easement shown running parallel to the easement along the north property line being vacated, with the exception of the 15' PUE and Trail Easement running adjacent to 900 West.

SECTION II: SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of American Fork City this 13 day of October, 2020.

ATTEST:

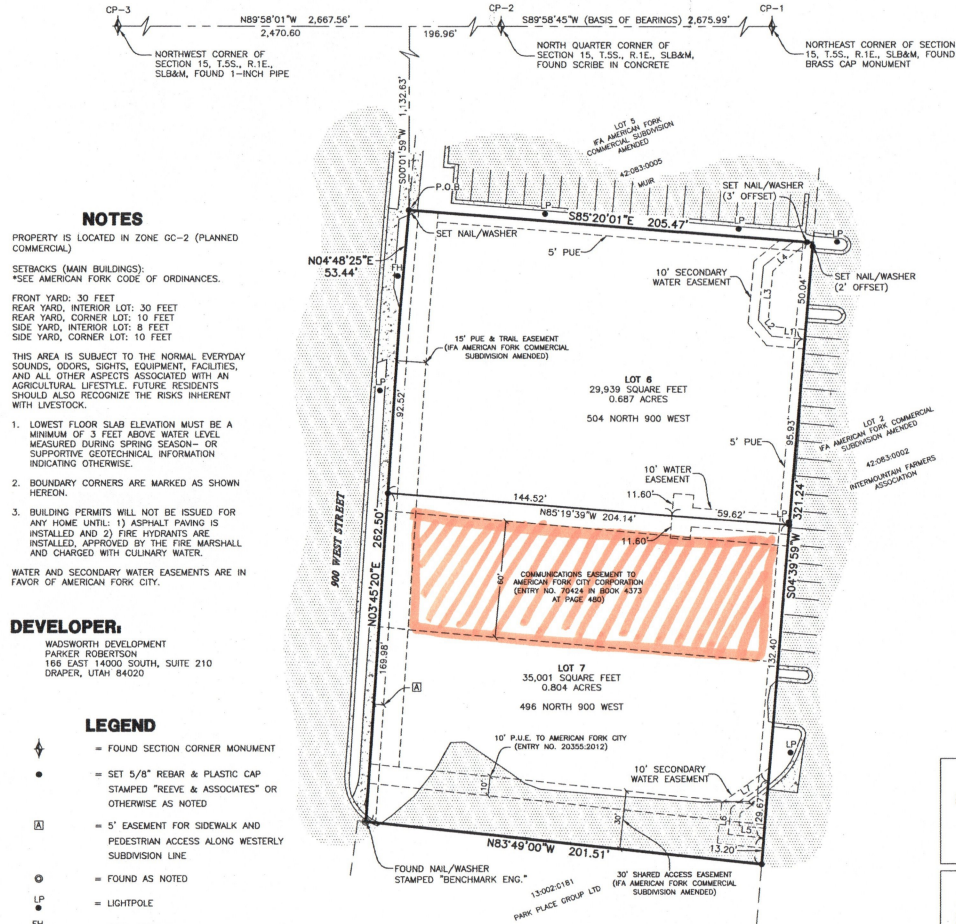
Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: Ordinance Vacating PUE at 496 N 900 W (Easement Vacation at 496 North 900 West)

IFA SUBDIVISION NO. 2

BEING A VACATION OF LOT 1, IFA AMERICAN FORK COMMERCIAL SUBDIVISION AMENDED
PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 15,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH



NOTES

PROPERTY IS LOCATED IN ZONE GC-2 (PLANNED COMMERCIAL).

SETBACKS (MAIN BUILDINGS):
*SEE AMERICAN FORK CODE OF ORDINANCES.

FRONT YARD: 30 FEET
REAR YARD, INTERIOR LOT: 30 FEET
REAR YARD, CORNER LOT: 10 FEET
SIDE YARD, INTERIOR LOT: 8 FEET
SIDE YARD, CORNER LOT: 10 FEET

THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.

1. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON- OR SUPPORTIVE GEOTECHNICAL INFORMATION INDICATING OTHERWISE.

2. BOUNDARY CORNERS ARE MARKED AS SHOWN HEREON.

3. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNLESS: 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.

WATER AND SECONDARY WATER EASEMENTS ARE IN FAVOR OF AMERICAN FORK CITY.

DEVELOPER:

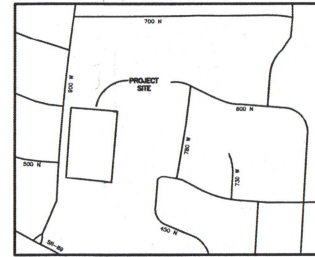
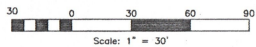
WADSWORTH DEVELOPMENT
PARKER ROBERTSON
166 EAST 14000 SOUTH, SUITE 210
DRAPER, UTAH 84020

LEGEND

- = FOUND SECTION CORNER MONUMENT
- = SET 5/8" REBAR & PLASTIC CAP STAMPED "REEVE & ASSOCIATES" OR OTHERWISE AS NOTED
- ⓧ = 5' EASEMENT FOR SIDEWALK AND PEDESTRIAN ACCESS ALONG WESTERLY SUBDIVISION LINE
- = FOUND AS NOTED
- LP = LIGHTPOLE
- = FIRE HYDRANT
- = SECTION/MONUMENT TIE LINE
- = BOUNDARY LINE
- = EASEMENT LINE
- = TAX ID PARCEL LINE
- = EXISTING PAVEMENT
- = EXISTING CONCRETE

LINE TABLE

LINE	BEARING	DISTANCE
1	N84°41'19"W	16.89
2	N39°41'19"W	10.71
3	N05°18'41"E	27.99
4	N50°18'41"E	20.33
5	N83°49'00"W	18.01
6	N06°11'00"E	13.49
7	N52°58'59"E	23.63



VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

ALL OF LOT 1, IFA AMERICAN FORK COMMERCIAL SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JUNE 16, 2015 AS ENTRY NO. 522872015, IN THE UTAH COUNTY RECORDER'S OFFICE, AND BEING SITUATE IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER IS 196.96 FEET N89°58'01"W ALONG THE SECTION LINE AND 1,132.63 FEET S00°01'59"W FROM THE NORTH QUARTER CORNER OF SAID SECTION 15, AND RUNNING THENCE ALONG THE LOT LINES OF SAID LOT 1 THE FOLLOWING FIVE (5) COURSES: (1) S85°20'01"E 205.47 FEET; (2) S04°39'59"W 321.24 FEET; (3) N83°49'00"W 201.51 FEET; (4) N03°45'20"E 262.50 FEET; (5) N04°48'25"E 53.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 64,940 SQUARE FEET OR 1.491 ACRES, MORE OR LESS.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN A BRASS CAP MONUMENT MARKING THE NORTHEAST SECTION CORNER AND A SCRIBE IN CONCRETE MARKING THE NORTH QUARTER CORNER OF SECTION 15, T.5S., R.1E., SLB&M, SHOWN HEREON AS: S89°58'45"W

FLOOD ZONE DESIGNATION

SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X AS DELINEATED BY F.E.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP 49551701208, EFFECTIVE JULY 17, 2002.

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS 27th DAY OF April, 2022, BY THE WATER AND SEWER AUTHORITY.

17099

PLANNING COMMISSION APPROVAL

APPROVED THIS 19th DAY OF February, 2020, BY THE AMERICAN FORK CITY PLANNING COMMISSION.

John H. Wolfenden, P.G.
PLANNING COMMISSION CHAIRMAN

Adams
PLANNER

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK, COUNTY OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF ALL EASEMENTS FOR PERPETUAL USE OF THE PUBLIC.

THIS 10th DAY OF March, 2020

Mayor
CITY COUNCIL MEMBER

City Council Member
CITY COUNCIL MEMBER

City Council Member
CITY COUNCIL MEMBER

City Council Member
CITY COUNCIL MEMBER

City Engineer
CITY ENGINEER

City Engineer
CITY ENGINEER

City Engineer
CITY ENGINEER

City Engineer
CITY ENGINEER

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS A LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF IFA SUBDIVISION NO. 2 IN AMERICAN FORK CITY, UTAH COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE UTAH COUNTY RECORDER'S OFFICE AND FRC SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS ALL APPLICABLE STATUTES AND ORDINANCES OF AMERICAN FORK CITY, UTAH COUNTY, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS 22nd DAY OF April, 2020.

9031945

UTAH LICENSE NUMBER



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S) OF THE AB DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO A TWO LG SUBDIVISION AND NAME SAID SUBDIVISION IFA SUBDIVISION NO. 2 AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF I/WE HERETO SET OUT HAND

THIS 23rd DAY OF April, 2020.

T. J. Hatch, Manager
NAME/TITLE FOR

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

ON THE 23rd DAY OF April, 2020, PERSONALLY APPEARED, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) T. J. Hatch, AND BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE THE UNDERSIGNED OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY'S FULL NAME & COMMISSION NUMBER T. J. Hatch 699506

Robert Rouse Gressel
Notary Public, State of Utah
My Commission Expires

A NOTARY PUBLIC COMMISSIONED IN UT

SITE CONTROL

POINT	DESCRIPTION	NORTHING	EASTING
CP-1	BCM	7311567.035	1553790.189
CP-2	BCM	7311566.062	1551114.203
CP-3	BCM	7311567.600	1548446.648

RA Reeve & Associates, Inc.
1510 S 1500 W, SUITE 200, DRAPER, UTAH 84020
TEL: (801) 621-3100 FAX: (801) 621-3100 www.reeve-inc.com

IFA SUBDIVISION NO. 2

BEING A VACATION OF LOT 1, IFA AMERICAN FORK COMMERCIAL SUBDIVISION AMENDED
PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 15,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH



LAND SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

PROJECT INFORMATION

UTAH COUNTY RECORDER'S OFFICE

Surveyor: T. Hatch Name: IFA SUB. NO. 2

Drafter: A. Hatch Number: 6255-36

Begin Date: 10-30-19 Revision: 1

Scale: 1"=30'

#17099



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an Ordinance approving the vacation of a portion of an easement at 1088 North 980 East, Lot 28 Autumn Crest subdivision.

SUMMARY RECOMMENDATION

Approval of the Ordinance of Easement Vacation at 1088 North 980 East.

BACKGROUND

Current code requires a 5' public utility easement along all lot lines not along a public right-of-way. This lot current has a sideyard 10' public utility easement. This vacation would take the sideyard public utility easement to the current requirement of 5 feet.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to approve the Ordinance approving the vacation of a portion of the easement at 1088 North 980 East.

SUPPORTING DOCUMENTS

Easement Vacation at 1088 N 980 E (PDF)

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT
1088 NORTH 980 EAST, AMERICAN FORK, UTAH**

WHEREAS, the City of American Fork has received a request to vacate a portion of the public utility easement at 1088 North 980 East; and

WHEREAS, the City finds that there is good cause for the vacating of said portion of easement; and

WHEREAS, the vacating of said easement will not be detrimental to the public interest; and

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement and then held a public hearing on October 13, 2020, regarding such intent and carefully considered the comments of the public thereof.

THEREFORE, BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of a public utility easement at 1088 North 980 East, American Fork, Utah

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the easement at 1088 North 980 East and that vacating it will not be detrimental to the public interest.

B. Easement Vacation Description:

The northern most five (5) feet of the southern public utility easement along the side lot line of Lot 28 in the Autumn Crest Plat B subdivision as recorded in the office of the Utah County Recorder, said vacated portion also shown on the attached map, and more particularly described as follows:

The Public Utility Easement shown on the south boundary line of Lot 28 of the Autumn Crest Plat B Subdivision, being reduced by the five feet farthest from the south lot line for a total remaining easement width of five feet adjacent to the lot line.

SECTION II: SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

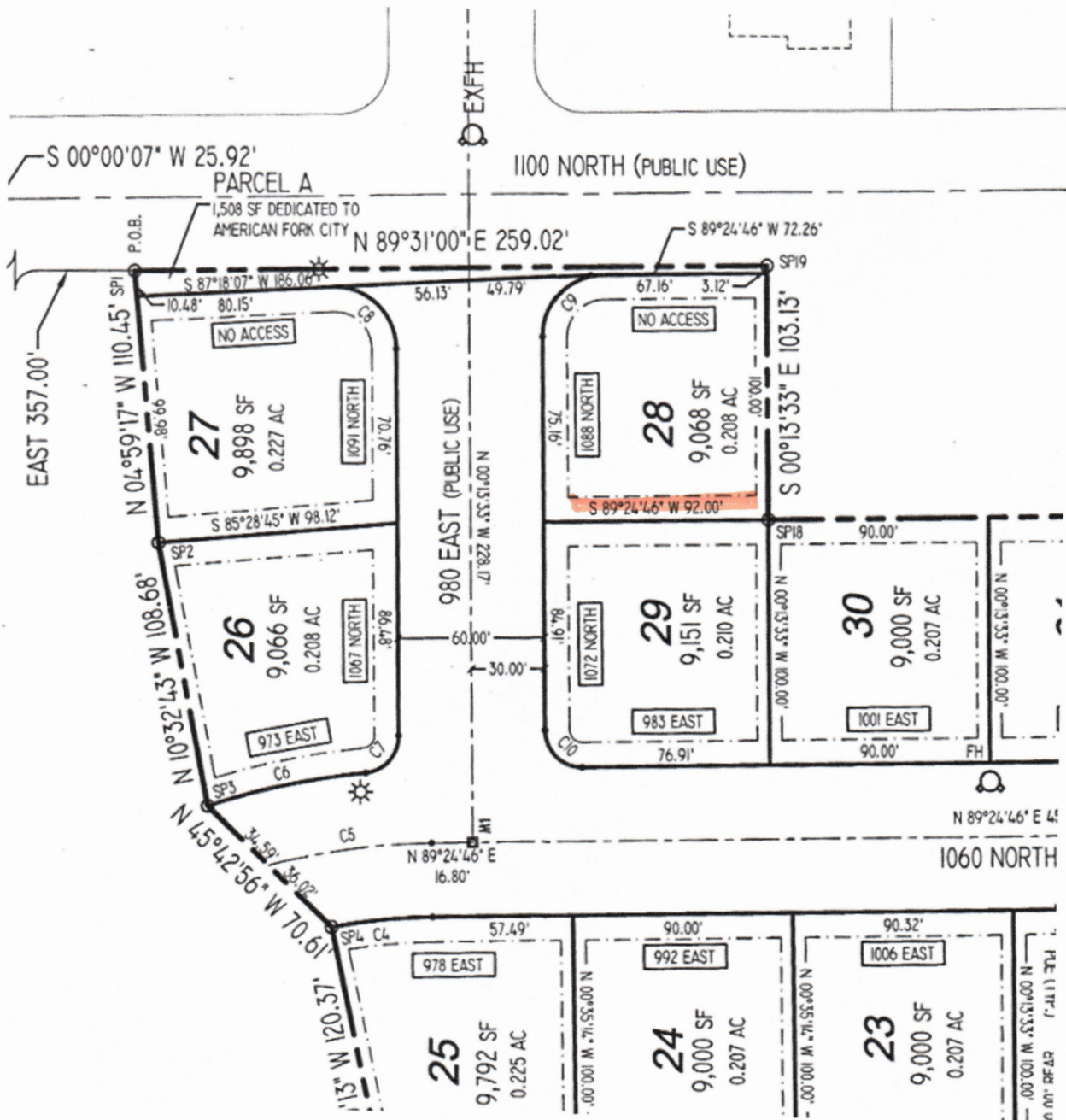
PASSED AND ADOPTED by the City Council of American Fork City this 13 day of October, 2020.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: Easement Vacation at 1088 N 980 E (Easement Vacation at 1088 North 980 East)



Attachment: Easement Vacation at 1088 N 980 E (Easement Vacation at 1088 North 980 East)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance adopting an amendment to Section 17.4.401 of the American Fork City Development Code entitled CC-1 Central Commercial zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the amendment to the CC-1 Central Commercial zone as stated in the attached minutes of the September 16, 2020 planning commission meeting.

BACKGROUND This development code text amendment proposes changes to the CC-1 Central Commercial zone to allow more residential development in the downtown area. For further analysis, please refer to the attached development code text amendment, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to approve the ordinance adopting an amendment to Section 17.4.401 of the American Fork City Development Code entitled CC-1 Central Commercial zone.

SUPPORTING DOCUMENTS

- 10-13-2020 - CC-1 Central Commercial Zone (DOCX)
- 2. Staff Report (PDF)
- 3. Minutes (PDF)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.4.401 RELATING TO THE CC-1 CENTRAL COMMERCIAL ZONE RELATING TO THE INTENT, PERMITTED USES, AREA WIDTH AND LOCATION REQUIREMENTS, AND SPECIAL PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, the City is authorized by law to enact ordinances establishing regulations for development within the city; and

WHEREAS, American Fork City finds it is in the best interest of the citizens of American Fork to make these amendments.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK as follows:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 17.4.401 of the Municipal Code of American Fork City, relating to the CC-1 Central Commercial zone is hereby amended to read as follows:

Sec 17.4.401 CC-1 Central Commercial Zone

1. Intent. The intent in establishing the CC-1 central commercial zone is to provide a place where retail and service uses can be constructed and maintained which will serve the needs of the citizens of American Fork City and surrounding areas. It is the further intent in establishing this zone to maintain the central business district as the "heart of the city" ~~and to these ends, to promote its development in step with the increase in population within the trading area~~ **allowing residential units to be located therein while maintaining street level commercial uses.** The uses characteristic of this zone are retail stores, banks, office buildings, theaters, hotels, ~~and~~ a wide variety of specialty shops, **restaurants, and higher density residential uses.** Conversely, uses which tend to create business dead spots, cause undue scattering of business and generally tend to thwart the use of the land for its primary purposes, ~~have been~~ **shall be** excluded from the zone.
2. Permitted ~~and conditional~~ uses. The following buildings, structures, and uses of land shall be permitted upon compliance with the requirements set forth in this code.
 1. ~~Caretaker~~ **Multi-family residential** dwellings when located above **or adjacent to** a permitted commercial/**non-residential** establishment. **There shall be no maximum**

density for residential units within the zone. Ground or main level residential uses shall be prohibited along Main Street. Provision of required off-street parking stalls shall determine the number and subsequent density of residential units.

2. Hotels and motels.
3. General retail stores and shops providing goods and services for sale at retail in the customary manner, provided that all storage and sales activity shall be contained within a building. ~~Also, manufacturing and processing activities which are an integral part of and incidental to the retail establishment.~~
4. Office buildings, medical clinics, ~~hospital.~~
5. Restaurants and ~~food drive-ins~~ fast food with sit-down and/or take-out. Fast food with drive through service shall not be permitted along Main Street.
6. Personal service establishments, such as barber and beauty shops, photographic studios, shoe repair, laundries (commercial and self-service), reception centers, and similar establishments.
7. Automotive service establishments, including gasoline stations, car washes, parking lots and storage garages, and minor automotive repair establishments.
8. Public parks and buildings.
9. Establishments of the sale of hardware, lumber, plumbing and heating equipment and similar building products provided that there shall be no outside storage or display.
- ~~10. Automobile, motorcycle, snow mobile sales structures and lots (for both new and used units). Also the related repair facilities when such facilities are included as an integral part of the sales structure.~~
11. Recreational enterprises including bowling alleys, recreation centers, motion picture theaters (indoor only), athletic clubs, private clubs, and fraternal lodges.
12. Funeral homes.
- ~~13. Hospitals.~~
14. Accessory signs in accordance with the applicable provisions of Section 17.5.128.
15. Check Cashing and similar businesses subject to the provisions of Section 17.6.114 of this code and Section 5.30 of the city code.
16. Permitted accessory uses. Accessory uses and structures shall be permitted in the CC-1 zone provided they are incidental to, and do not substantially alter the character of the permitted principle use or structure. such permitted accessory uses and structures include, but are not limited to buildings such as garages, carports, equipment storage buildings, and supply storage buildings which are customarily used in conjunction with and incidental to a principle use or structure permitted in the CC-1 zone.
17. Ancillary commercial structures subject to the conditions set forth under Section 17.6.105.
18. Pre-schools and day care nurseries, subject to approval of a site plan in accordance with the provisions of Section 17.6.101.
19. Other uses similar to the foregoing which are determined by the planning commission to be similar to and in harmony with the intent of the zone, but not including self service storage facilities (mini-warehouse).
20. Low power radio service antenna facilities, subject to the provisions of Section 17.6.112 of this code.

21. Specialty schools, subject to the approval of a site plan in accordance with the provisions of Section 17.6.101.
3. Area, width, and location requirements. There shall be no area, width, and location requirements for ~~commercial~~ buildings and structures constructed in accordance with the building code except that an area sufficient to accommodate parking, loading, unloading and vehicular access shall be provided and maintained.
4. Special provisions.
 1. All material, merchandise, and equipment (except vehicles in running order) shall be stored within an enclosed building.
 2. All display, sales and repair activities shall be conducted within a fully enclosed building, except those activities that are customarily and appropriately conducted in the open, including but not limited to automobile sales lots and automobile service stations, temporary sales of Christmas trees, and nursery stock, shall be permitted outside a building unless otherwise prohibited under the terms of this code.
 3. No dust, odor, smoke, vibration, or intermittent light, glare, or noise shall be permitted which is discernible beyond the premises except for normal traffic movement.
 4. All off-street parking shall be hard-surfaced. **Parking areas shall be located toward the interior of properties. Parking areas shall not front public streets and must be located in a project's interior.**
 5. All buildings ~~located adjacent to~~ **abutting** a ~~major~~ street shall have at least one entrance ~~way~~ facing onto said street, **with a maximum building setback range of 10'-15' from said street. At least fifty percent of any wall area that faces a street or other public space shall contain display areas, windows, or doorways. Windows must allow views into working areas or lobbies, pedestrian entrances or display areas. Walls facing side streets must contain at least twenty-five percent of the wall space in windows, display areas, or doors. Blank walls (i.e., walls without any doors or windows) are prohibited. A variety of compatible exterior materials (minimum 4), colors and design shall be used on all buildings. Architectural style shall consider historical precedent and material used within the downtown area and compliment that precedent. All buildings and structures located at the edge of the CC-1 zone shall be of a height consistent with those within the neighboring zone (two-stories maximum height).**
 6. All buildings and uses within this zone shall comply with all applicable supplementary development standards as set forth in this code.
 7. All gasoline service station pumps shall be set back at least twenty feet from all property lines.
 8. Prior to the issuance of a building permit for any development within the zone, a site plan shall be submitted to and approved by the planning commission. Said site plan shall be prepared and approved in accordance with the provisions of Section 17.6.101.
 9. As a means of mitigating safety hazards or adverse visual impacts the city may require, as a condition of site plan approval, the installation of landscape features. Where landscaping is required, the site plan shall, in addition to all other plan elements, contain a landscape plan showing the location, type and initial size of all

planting materials and other landscape features, and the location of the proposed sprinkler system.

PART II PROVISIONS AND ADOPTION

SECTION 1. 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 2. Amendments to be added to the City Code.

The City Council hereby directs that the provisions enacted by this ordinance shall be made and placed in the City Code.

SECTION 3. Effective Date

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS ____ DAY OF _____, 2019.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 10-13-2020 - CC-1 Central Commercial Zone (CC-1 Amendment)

Hearing, review and action on amendments to Section 17.4.401 (CC-1) of the American Fork City Development Code

Attached is a draft of revisions to the CC-1 zone. Consideration of items brought forward during the two dates this went to Planning Commission, for discussion, have been incorporated. Revisions to allowed uses within the zone have been made, as have some basic design parameters. The main purpose of the revisions is to allow residential uses downtown, as well as updating and refining allowed uses within the area.

Upon review and a motion of recommendation, this will move to the City Council for final action.

Potential Motions

APPROVAL

Mr. Chairman, I move that we recommend approval of the amendments to Section 17.4.401 of the Development Code.

DENIAL

Mr. Chairman, I move that we recommend denial of the amendments to Section 17.4.401 of the Development Code.

TABLE

Mr. Chairman, I move that we table action on the amendments to Section 17.4.401 of the Development Code.

UNAPPROVED MINUTES

5. Hearing, review and action on amendments to Section 17.4.401 of the American Fork City Development Code entitled CC-1 Central Commercial zone

Mr. Olsen displayed a draft of proposed revisions to the CC-1 zone. Items brought forward during the two dates this went to Planning Commission for discussion have been incorporated. Revisions to allowed uses within the zone have been made, as have some basic design parameters. The main purpose of the revisions is to allow residential uses downtown, as well as to update and refine allowed uses within the area. Upon review and a motion of recommendation, this will move to the City Council for final action.

Chairman Woffinden asked if the legal counsel had seen this yet.

Mr. Olsen replied that he would send it to the legal counsel before it moves to the city council.

Mr. Ben Hunter said that the Engineering Division has no involvement in this amendment.

Mr. Dupaix asked if public utilities would need to be upgraded with any new residential use.

Mr. Ben Hunter said that plans and proposals would go through modeling to be sure they were sufficient.

Ms. Anderson had previously suggested a minimum requirement of 4 varied materials on the exterior. She asked commissioners if they thought that was appropriate or it would be a hardship for the developers. She asked for input from others.

Chairman Woffinden said they don't want a warehouse-looking building, he asked others to advise.

Mr. Brocious thought that the variety would be good, there will still be input and a review process.

Mr. Dupaix said that aesthetic appeal will increase the viability of the residential option and that emphasis on visual appeal is OK with him.

Mr. Olsen said that the developers will submit proposals regarding materials that will come before the planning commission. This is important as styles change through the years. A previously approved apartment building showed renderings of various materials that were visually appealing.

Ms. Anderson also appreciates preserving historic storefronts and tying those elements in with a modern look.

Public Hearing Opened

Public Hearing Closed

UNAPPROVED MINUTES

1
2 **Ms. Anderson moved to recommend approval of the amendments to Section 17.4.401 of the**
3 **Development Code.**

4 **Mr. Christianson seconded the motion. Voting was as follows:**

5	Chairman Woffinden	Aye
6	Chris Christiansen	Aye
7	Christine Anderson	Aye
8	Ryan Hunter	Aye
9	Rod Brocious	Aye
10	Geoff Dupaix	Aye

11 **The motion passed.**

12

13

14 6. Other Business

15

16 Mr. Olsen pointed out that we are now allowing applicants into the zoom meeting, this will
17 continue in the future at the direction of the mayor.

18 Mr. Dupaix shared his experience having virtual meetings with UDOT, he suggested laying down
19 ground rules at the first of the meeting so there is not another free-for-all. The moderator should
20 also be able to mute people who are talking out of turn.

21 Ms. Anderson wanted to make sure that given the virtual setting, the applicant gets the chance to
22 feel that their case was heard in full.

23 Mr. Knobloch pointed out that city council has two additional people that run the virtual meeting.
24 He is doing it himself in this setting. He gave the applicants/developers the information regarding
25 meeting conduct before it began.

26 Mr. Dupaix stated that there needs to be discussion within the city administration to provide the
27 resources to properly run the meetings. He feels that it is too big of a burden for one person to do
28 and still participate in the meeting. He also asked a general question about storage units – when
29 do we reach a point of saturation?

30 Chairman Woffinden said that they are built because they make money.

31 Mr. Dupaix expressed gratitude to the Engineering Division for fixing a problem with a bridge in
32 Mitchell Hollow.

33



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on a resolution approving a land use map amendment from the High Density Residential to the General Commercial designation, located at 96 South 100 East.

SUMMARY RECOMMENDATION The planning commission recommended unanimous approval of the amendment to the land use element of the general plan located at 96 South 100 East at its October 7, 2020 planning commission meeting. Mayor Frost has expedited this item to the city council agenda and staff will provide a verbal summary of the planning commission discussion and action.

BACKGROUND The applicant proposes to change the land use designation from High Density Residential to General Commercial with the goal to change the zoning as well (see next item on this agenda) in order to place an office use. The structure is located immediately south of the of the American Fork Library at the corner of 100 East 100 South. For further analysis, please refer to the attached application and staff report.

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

SUGGESTED MOTION I move to adopt the resolution approving a land use map amendment from the High Density Residential to the General Commercial designation, located at 96 South 100 East.

SUPPORTING DOCUMENTS

1. Res (PDF)
2. Application (PDF)
3. Staff Report (PDF)

RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL PLAN LOCATED IN THE VICINITY OF 96 SOUTH 100 EAST FROM THE HIGH DENSITY RESIDENTIAL TO THE GENERAL COMMERCIAL DESIGNATION

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

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

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

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

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

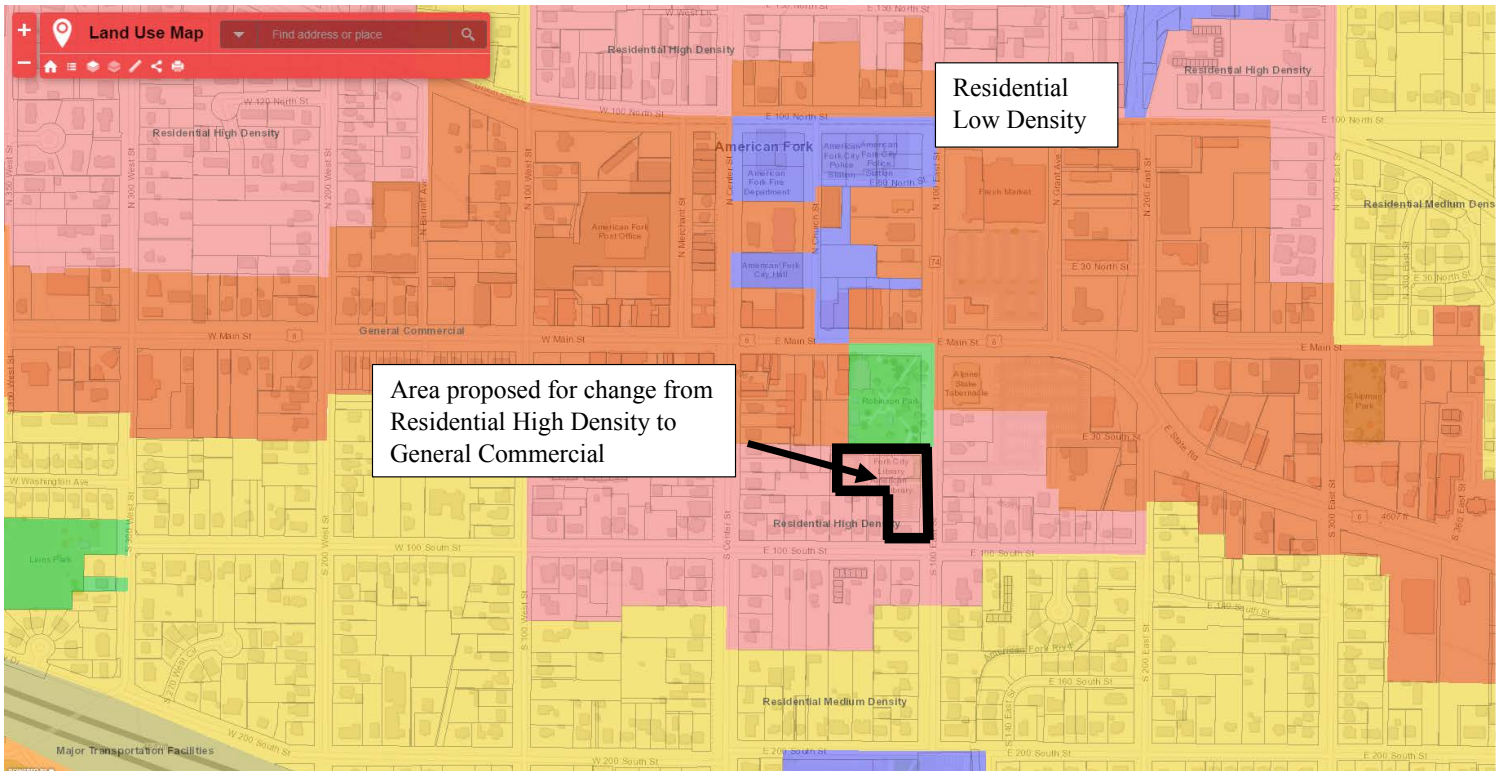
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 96 SOUTH 100 EAST be amended from the HIGH DENSITY RESIDENTIAL to the GENERAL COMMERCIAL designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

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

Exhibit A

Land Use Map



Attachment: 1. Res (Land Use 96 S 100 E)

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

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

PASSED AND ADOPTED THIS 13th DAY OF OCTOBER, 2020.

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Res (Land Use 96 S 100 E)



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

GENERAL PLAN AMENDMENT (purple)

Technical Review Committee Submittal Form

Project Name: Woolley Commercial Building
 Location: 9650. 100 E. American Fork
 Reason/Description: Selling to a possible Commercial buyer/business
 Utah County Parcel No(s): 02-024-0003

Property Owner Name: Michael & Debra Woolley
 Property Owner Signature: [Signature]

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

Name: Melanie Johnson (Realtor)
 Address: P.O. Box 438 Lehi, UT 84043
 Telephone: 801-717-5480 Fax: _____
 Email: melaniejohnson@kw.com

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. Five paper submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. Electronic submittal on **DISC**:
 - a. a full plan set in one (1) single pdf
 - b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
 - c. reports (drainage, geotechnical, title) each in a separate pdf
3. Fee as determined at time of Site Plan Review Fee: \$250.00

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

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

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

PAID
9.17.20 CL

Attachment: 2. Application (Land Use 96 S 100 E)

Hello to whom it may concern,

September 17, 2020

My name is Melanie Johnson. I am the Realtor hired to sell the property located at 96 South 100 East in the city limits of American Fork. This property is just south of the library and near zones designated CC-1 and CC-2. It is currently zone R4-7500. We have had several inquiries as to possible commercial businesses that could use the property for different opportunities. Because it has not sold yet we do not know what to designate it as on the ZONE CHANGE request form. We have been approached by the ideas of a flower shop, catering business, Children's justice center, bed and breakfast, day spa and more.

In the past the sellers were told the property was already designated as Residential/Commercial. We do not have anything in writing that we can find to back up this statement.

Also the city wanted to do diagonal parking along the front as a continuation of the parking along the east side of the library and the park which are located on the same street (100 East). The sellers decided they did not want to do this at that time but the possibility is still there as the sellers have made no alterations to the front of the property.

I know you all are very busy. The sellers are short on time and need to sell their home quickly. Time is of the essence and we would appreciate any help in getting this done as soon as possible and we will do what it takes to aid in this.

We would appreciate some help with the direction we need to go in to get the zoning changed on the property. Any assistance would be greatly appreciated. Let me know if there is anything you need from us.

Thank you for your time,

Melanie Johnson

KW South Valley Keller Williams Realty

801.717.5480

melaniejohnson@kw.com

Attachment: 2. Application (Land Use 96 S 100 E)

MLS# 1685867

List Price: \$499,900

Tour/Open: View Tour

Original List Price: \$585,000

Status: Active

Price: \$100

Price Per:

CDOM: 72

Entry Date: 07/07/2020

DOM: 72

Address: 96 S 100 E

NS/EW: 96 S / 100 E

City: American Fork, UT 84003

County: Utah

Restrictions: No

Proj/Subdiv:

Tax ID: 02-024-0003 • History

Taxes: \$1,996

Zoning: RES/CM

HOA?: No

Pre-Market:

School Dist: Alpine

Elem: Greenwood

Sr High: American Fork

Other Schl:



Jr High: American Fork

Lvl	Approx Sq Ft	Bed Rms	Bath	Fam Den	Formal Living Rm	Kitchen Dining	Laun dry	Fire place
			FTH			K B F S		
4	-	-	-	-	-	-	-	-
3	625	-	-	1	-	-	-	-
2	1056	4	2	-	-	-	-	-
1	1716	-	1	-	1	1 1 1	1	1
B	1555	1	1	-	-	-	-	-
Tot	4952	5	4 0 0	3	1	1 2 1 0	1	1

Roof: Asphalt Shingles

Heating: Gas: Central; Gravity Heater

Air Cond: Evap. Cooler: Roof

Floor: Carpet; Hardwood; Tile

Window Cov: Blinds; Draperies

Pool?: Yes

Pool Feat:

Possession: NEG

Exterior: Vinyl

Has Solar?: No

Landscape: Landscaping: Full; Mature Trees; Pines

Lot Facts: Corner Lot; Curb & Gutter; Fenced: Full; Sprinkler: Manual-Full; Terrain: Flat; View: Mountain

Exterior Feat: Balcony; Outdoor Lighting; Porch: Open; Patio: Open

Interior Feat: Den/Office; Kitchen: Updated; Mother-in-Law Apt.

Amenities: Swimming Pool

Inclusions: Basketball Standard; Ceiling Fan; Compactor; Fireplace Insert; Freezer; Microwave; Play Gym; Range; Swing Set; Window Coverings; Trampoline

Exclusions: Dryer; Gas Grill/BBQ; Washer

Terms: Cash; Conventional; FHA; VA

Storage: Patio; Shed; Basement

Utilities: Gas: Connected; Power: Connected; Sewer: Connected; Water: Connected

Zoning: See Remarks; Single-Family; Commercial

Remarks: For appointments call Agent. Great possibilities await in this beautiful Colonial home! Perfectly located for a bed and breakfast with sweeping pines and shaded areas for relaxing. Extra large kitchen with tons of cabinets and granite counter tops for entertaining and serving guests around the big island or dine in style in the formal dining room. Huge great room/dining area for parties and formal dinners. French doors invite you to the Patio which features a swimming pool, pergola with sun shade, basketball court, playground, in ground trampoline, magnificent pine trees and plush green lawn. Vegetable gardens line the area to provide fresh picked delights! There is additional finished sq footage in the very top floor of the home with access to the roof for star gazing. Used for kids playroom and sleeping. Wonderful balcony and welcoming porches add charm and provide space for quiet conversation. Book your private showing today! This is a must see!!! 2 hour notice for all showings please.

Agt Remarks: This home would make a delightful Bed and Breakfast, Day Spa or Law Office! Currently just on the border of Commercial designation next to the American Fork Library and Park.

Excl Remarks: Water softener and refrigerator negotiable with a good offer. Some furniture and antiques are for sale.

Attached Documents

Show Inst: See Remarks; Call Agent/Appt; Key Box: Electronic

Owner: Onfile

Owner Type: Property Owner

Contact: Melanie Text or call

Contact Type: Owner

Ph 1: 801-717-5480 Ph 2: 801-717-5480

L/Agent: Melanie Johnson

Email: melanie@interwestingredient.com

Ph: 801-717-5480 Cell: 801-717-5480

L/Office: KW South Valley Keller Williams

Ph: 801-676-5700

Fax:

L/Broker: Rich Summers

BAC: 2%

Dual/Var: No

List Type: Exclusive Right to Sell (ERS)

Comm Type: Net

Withdrwn Dt:

Off Mkt Dt:

Exp Dt: 01/31/2021

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: October 7, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS: Hearing, review and action on a land use map from the High Density Residential designation to the General Commercial designation, located at 96 S. 100 E.

Hearing, review and action on a zone map amendment from the R4-7,500 Residential zone to the CC-1 Central Commercial zone.

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

BACKGROUND INFORMATION				
Location:		96 S. 100 E.		
Applicants:		Melanie Johnson		
Existing Land Use:		Residential		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Library		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		R4-7,500		
Proposed Zoning:		CC-1		
Surrounding Zoning:	North	CC-1		
	South	R4-7,500		
	East	R4-7,500		
	West	R4-7,500		
Land Use Plan Designation:		High Density Residential		

Attachment: 3. Staff Report (Land Use 96 S 100 E)

Background

The applicant seeks amendments to the Land Use Map and Zone Map designations, from high density to commercial. The property is located at 96 S. 100 E. and is directly south of the Library. The applicant is a real estate agent marketing the property and has had numerous inquiries of converting the existing residential use to a commercial use, such as office. A change in the land use and zone map designations is required for any commercial use to occupy the site. As the property borders a commercial zone to the north, it may make sense to extend the commercial designation and CC-1 zone to the

corner of 100 S. and 100 E. Should the property receive those commercial designations, any change of use will require a site plan approval which will come before the Planning Commission for final approval.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a zone map amendment from the R4-7,500 Residential to the CC-1 Central Commercial zone, located at 96 South 100 East.

SUMMARY RECOMMENDATION The planning commission recommended unanimous approval of the zone map amendment located at 96 South 100 East as stated in the attached minutes of the October 7, 2020 planning commission meeting. Mayor Frost has expedited this item to the city council agenda and staff will provide a verbal summary of the planning commission discussion and action.

BACKGROUND The applicant proposes a zone map amendment from the R4-7,500 Residential to the CC-1 Central Commercial zone which follows the land use map amendment on this agenda and aims to place an office use. For further analysis, please refer to the attached application, staff report and planning commission minutes.

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

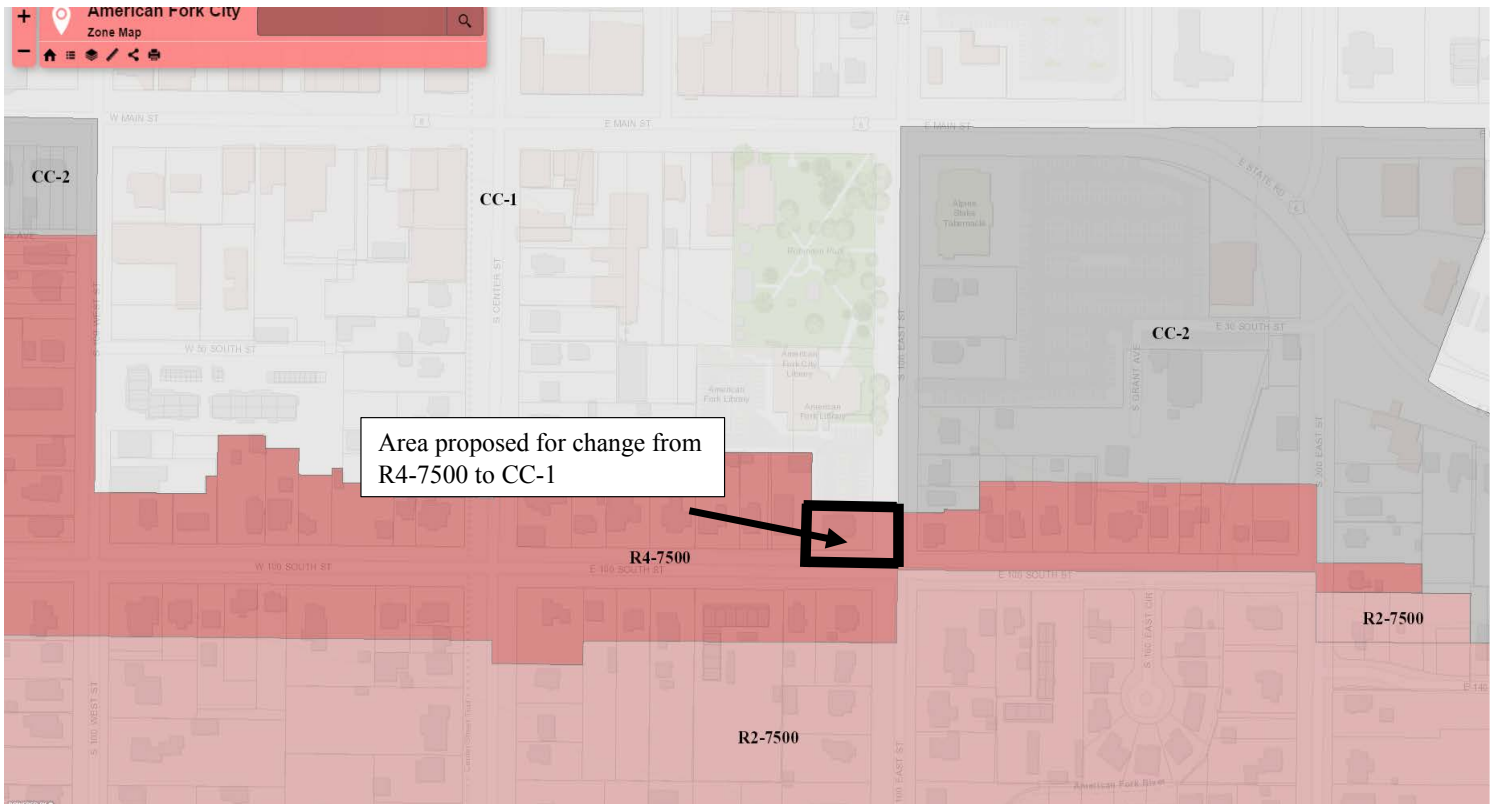
SUGGESTED MOTION I move to adopt the ordinance approving a zone map amendment from the R4-7,500 Residential to the CC-1 Central Commercial zone, located at 96 South 100 East.

SUPPORTING DOCUMENTS

1. Ord (PDF)
2. Application (PDF)
3. Staff Report (PDF)

ORDINANCE NO.**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH. BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:****PART I**

That the Official Zone Map of American Fork, Utah, is hereby amended from the R4-7,500 Residential to the CC-1 Central Commercial zone located in the vicinity of 96 South 100 East as shown on the map below.

Zone Map

Attachment: 1. Ord (96 S Zone Map Amendment)

PART II

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

PART III

That this Ordinance shall be in force and effect upon its passage and first publication.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF
AMERICAN FORK, UTAH, THIS 13th DAY OF OCTOBER, 2020.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (96 S Zone Map Amendment)



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

ZONE CHANGE (blue)

Technical Review Committee Submittal Form

Project Name: Woolley Commercial Building
 Location: 9650. 100 E American Fork
 Reason/Description: Selling to a possible commercial buyer/business
 Utah County Parcel No(s): 02-024-0003

Property Owner Name: Michael + Debra Woolley

Property Owner Signature: [Signatures]

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

Name: Melanie Johnson (Realtor)

Address: P.O. Box 438 Lehi, UT 84043

Telephone: 801-717-5480 Fax: _____

Email: melaniejohnson@kw.com

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. Five paper submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. Electronic submittal on **DISC**:
 - a. a full plan set in one (1) single pdf
 - b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
 - c. reports (drainage, geotechnical, title) each in a separate pdf
3. Fee as determined at time of Site Plan Review Fee: \$250.00

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

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

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

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

<input checked="" type="checkbox"/>	Property Size (acres): <u>20</u> Current Zone Classification: <u>R4-7500</u>
<input checked="" type="checkbox"/>	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)
<input checked="" type="checkbox"/>	Does the proposed zone change conform to the Land Use Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, please submit a request for General Plan Amendment with this application.

P.A.L.D.
9.17.20 CL

<input checked="" type="checkbox"/>	What zone classification are you proposing for the area to be considered? <u>CC-1</u>
<input checked="" type="checkbox"/>	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

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

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: October 7, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS: Hearing, review and action on a land use map from the High Density Residential designation to the General Commercial designation, located at 96 S. 100 E.

Hearing, review and action on a zone map amendment from the R4-7,500 Residential zone to the CC-1 Central Commercial zone.

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

BACKGROUND INFORMATION				
Location:		96 S. 100 E.		
Applicants:		Melanie Johnson		
Existing Land Use:		Residential		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Library		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		R4-7,500		
Proposed Zoning:		CC-1		
Surrounding Zoning:	North	CC-1		
	South	R4-7,500		
	East	R4-7,500		
	West	R4-7,500		
Land Use Plan Designation:		High Density Residential		

Attachment: 3. Staff Report (96 S Zone Map Amendment)

Background

The applicant seeks amendments to the Land Use Map and Zone Map designations, from high density to commercial. The property is located at 96 S. 100 E. and is directly south of the Library. The applicant is a real estate agent marketing the property and has had numerous inquiries of converting the existing residential use to a commercial use, such as office. A change in the land use and zone map designations is required for any commercial use to occupy the site. As the property borders a commercial zone to the north, it may make sense to extend the commercial designation and CC-1 zone to the

corner of 100 S. and 100 E. Should the property receive those commercial designations, any change of use will require a site plan approval which will come before the Planning Commission for final approval.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of the zone map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the zone map amendment.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on the final plat of Roderick Catalyst Subdivision Phase 2, located in the area of 1600 South 450 East in the PI-1 Planned Industrial zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of Roderick Catalyst Subdivision Phase 2 as stated in the attached minutes of the September 16, 2020 planning commission meeting.

BACKGROUND The applicant proposes a second phase of their Roderick Planned Industrial Office Warehouse project with three additional lots and a future expansion area named Parcel A. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

SUGGESTED MOTION I move to approve the final plat of Roderick Catalyst Subdivision Phase 2, located in the area of 1600 South 450 East in the PI-1 Planned Industrial zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the September 16, 2020 planning commission meeting.

SUPPORTING DOCUMENTS

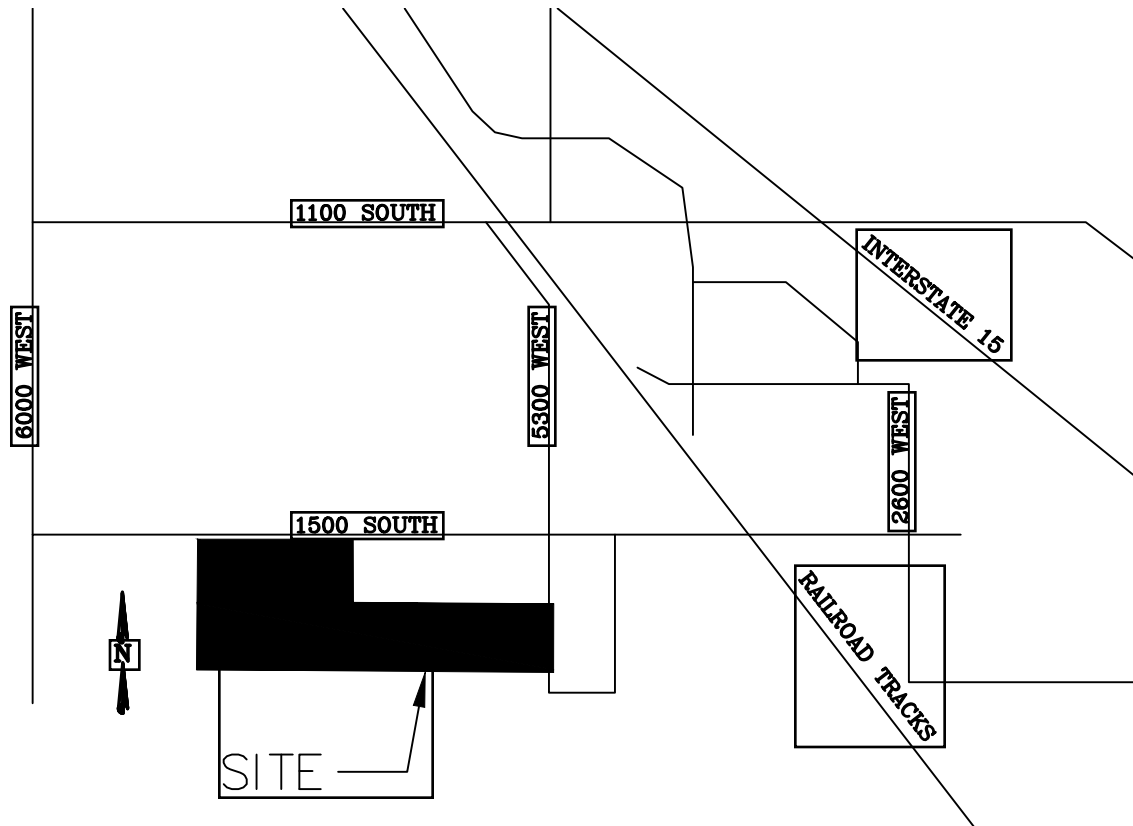
1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

RODERICK CATALYST - PHASE 2

AMENDING A PORTION OF PARCEL "A" OF RODERICK CATALYST- PHASE 1

A SUBDIVISION IN AMERICAN FORK CITY LOCATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN AMERICAN FORK CITY, UTAH COUNTY, UTAH

REVIEW COPY



LEGEND

- SET PROPERTY CORNER REBAR/CAP "CIR ENGINEERING PLS 5183760"
- FOUND REBAR AND CAP (AS NOTED)
- FOUND REFERENCE MONUMENT
- PROPOSED/EXISTING FIRE HYDRANTS
- PROPOSED LIGHT POLE

BOUNDARY LINE

TITLE LINES

EXISTING EASEMENTS

ROAD DEDICATION IN FAVOR OF AMERICAN FORK CITY

ROAD VACATION IN FAVOR OF SUBDIVISION

SUBDIVISION NOTES:

- Building permits will not be issued for any home until:
 - asphalt paving is installed and
 - fire hydrants are installed, approved by the Fire Marshall and charged with culinary water.
- Off-set pins to be placed in the back of curb and $\frac{3}{8}$ " by 24" rebar with numbered survey cap to be placed at all lot rear corners prior to occupancy.
- Lowest floor slab elevation must be a minimum of 3 feet above water level measured during Spring Season or supportive geotechnical information indicating otherwise.

BASIS OF BEARING

THE BASIS OF BEARINGS WAS ESTABLISHED AS SOUTH 89°30'39" EAST (NAD83 UTAH CENTRAL ZONE) BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN

LAND USE AND ZONING DESIGNATION

SUBJECT PROPERTY INCLUDES THE FOLLOWING ZONING CLASSIFICATIONS:

- PLANNED INDUSTRIAL (PI-1)
- INDUSTRIAL (I-1)
- MARINA (M-1)

SUBJECT PROPERTY INCLUDES THE FOLLOWING LAND USE ZONES:

- DESIGN INDUSTRIAL
- RESIDENTIAL VERY LOW DENSITY
- SHORELINE PROTECTION

FLOOD ZONE DESIGNATION

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

WATER AND SEWER AUTHORITY APPROVAL

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

PUBLIC WORKS DEPARTMENT DIRECTOR

CIR
ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
[SLC, Utah 84119 - 801-949-6298]

DATE: 2/26/20
SCALE: NONE
PAGE: 1 OF 4
PROJECT: R1014-02

SURVEYOR'S CERTIFICATE:

I, GARY G. CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5152617 IN ACCORDANCE WITH THE UTAH STATE CODE, TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND VERIFIED ALL MEASUREMENTS, AND PLACED ALL MONUMENTS AS REPRESENTED ON THE PLAT DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREINAFTER TO BE KNOWN AS THE RODERICK CATALYST - PHASE 2 SUBDIVISION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

GARY G. CHRISTENSEN
PLS 5152617
(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE 238.41 FEET NORTH 89°48'53" WEST ALONG THE NORTH LINE OF SAID SECTION 35; THENCE 134.24 FEET SOUTH TO THE POINT OF BEGINNING; SOUTH THE POINT OF BEGINNING; THENCE 659.34 FEET; 2) THENCE SOUTH 89°19'28" EAST 639.26 FEET; THENCE SOUTH 00°31'34" WEST 81.50 FEET; THENCE SOUTH 89°19'23" EAST 1322.23 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE SOUTHEASTERLY 23.47 FEET ALONG THE ARC OF A 15.00 FEET RADIUS CURVE; HAVING A CENTRAL ANGLE OF 89°38'39" (CHORD BEARS SOUTH 44°30'03" EAST 21.15 FEET); THENCE SOUTH 89°39'20" EAST 0.72 FEET; THENCE SOUTH 00°20'40" WEST 513.83 FEET; THENCE SOUTHWESTERLY 4.11 FEET ALONG THE ARC OF A 23.00 FEET NON-TANGENT RADIUS CURVE TO THE RIGHT; HAVING A CENTRAL ANGLE OF 10°13'38" (CHORD BEARS SOUTH 33°07'51" WEST 4.10 FEET); THENCE NORTH 89°14'38" WEST 4.38 FEET; THENCE WESTERLY 9.65 FEET ALONG THE ARC OF A 15.00 FEET NON-TANGENT RADIUS CURVE TO THE RIGHT; HAVING A CENTRAL ANGLE OF 36°52'17" (CHORD BEARS SOUTH 72°19'13" WEST 9.49 FEET); THENCE NORTH 89°14'38" WEST 1610.32 FEET; THENCE WESTERLY 53.85 FEET ALONG THE ARC OF A 1464.00 FEET NON-TANGENT RADIUS CURVE TO THE RIGHT; HAVING A CENTRAL ANGLE OF 02°08'27" (CHORD BEARS NORTH 88°11'29" WEST 53.85 FEET); THENCE NORTH 87°08'11" WEST 770.37 FEET; THENCE WESTERLY 27.13 FEET ALONG THE ARC OF A 500.00 FEET NON-TANGENT RADIUS CURVE TO THE RIGHT; HAVING A CENTRAL ANGLE OF 03°06'33" (CHORD BEARS NORTH 85°34'55" WEST 27.13 FEET); THENCE NORTH 84°01'39" WEST 149.22 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE WESTERLY 57.77 FEET ALONG THE ARC OF A 572.00 FEET RADIUS CURVE; HAVING A CENTRAL ANGLE OF 05°47'14" (CHORD BEARS NORTH 86°55'16" WEST 57.75 FEET); THENCE NORTH 89°48'53" WEST 453.61 FEET; THENCE NORTH 00°56'07" EAST 432.47 FEET; THENCE SOUTH 75°49'03" EAST 0.80 FEET; THENCE NORTH 00°20'01" EAST 73.67 FEET; THENCE NORTH 00°56'07" EAST 9.67 FEET; THENCE SOUTH 89°59'02" EAST 3.93 FEET; THENCE NORTH 00°00'58" EAST 478.50 FEET; THENCE NORTH 89°59'02" WEST 11.48 FEET; THENCE NORTH 01°26'58" EAST 236.56 FEET; THENCE NORTH 56°06'13" EAST 15.91 FEET; THENCE SOUTH 00°56'07" WEST 1.38 FEET; THENCE SOUTH 89°59'02" EAST 43.05 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE EASTERLY 65.82 FEET ALONG THE ARC OF A 2461.50 FEET RADIUS CURVE; HAVING A CENTRAL ANGLE OF 01°31'56" (CHORD BEARS SOUTH 88°13'24" EAST 65.82 FEET); THENCE SOUTH 87°27'26" EAST 149.59 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE EASTERLY 77.86 FEET ALONG THE ARC OF A 2538.50 FEET RADIUS CURVE; HAVING A CENTRAL ANGLE OF 01°45'27" (CHORD BEARS SOUTH 88°20'09" EAST 77.86 FEET); THENCE SOUTH 89°12'53" EAST 803.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 2537128 SQUARE FEET OR 58.24 ACRES, MORE OR LESS. CONTAINS 3 LOTS AND 1 PARCEL

SURVEYOR

(SEE SEAL BELOW)

DATE

OWNER'S DEDICATION

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____.

OWNER

OWNER

OWNER

OWNER

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF UTAH

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

APPROVED:

CITY ENGINEER

ATTEST:

CLERK - RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

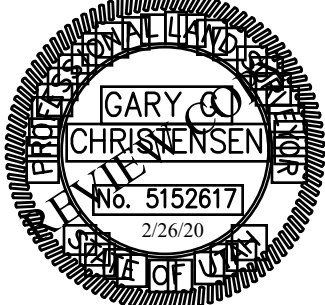
PLANNER

PLANNING COMMISSION CHAIRMAN

RODERICK CATALYST - PHASE 2 AMENDING A PORTION OF PARCEL "A" RODERICK CATALYST-PHASE 1

A SUBDIVISION IN AMERICAN FORK CITY LOCATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL



NOTARY PUBLIC'S SEAL

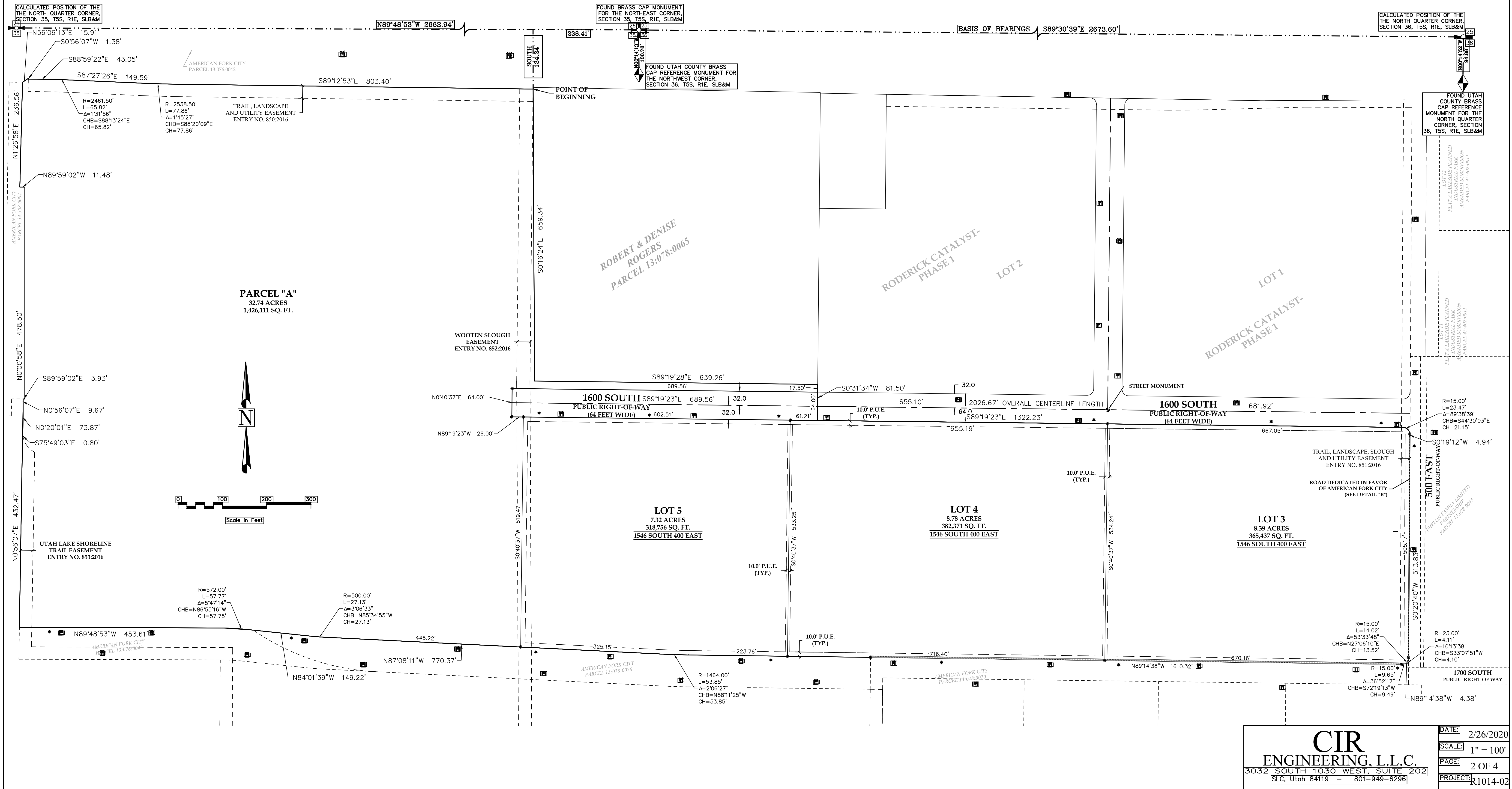
CLERK-RECORDER SEAL

REVIEW COPY

RODERICK CATALYST - PHASE 2

AMENDING A PORTION OF PARCEL "A" OF RODERICK CATALYST- PHASE 1

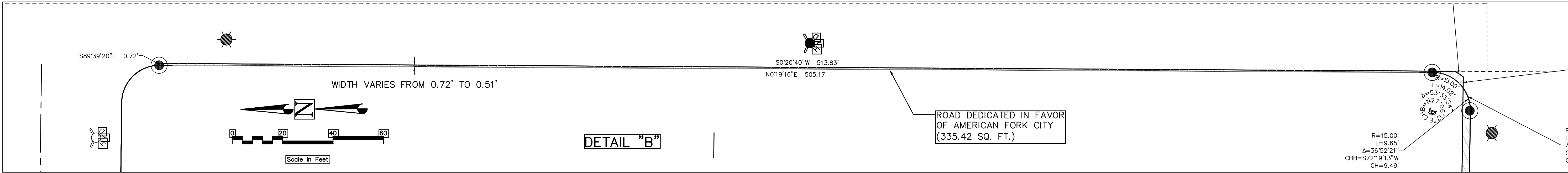
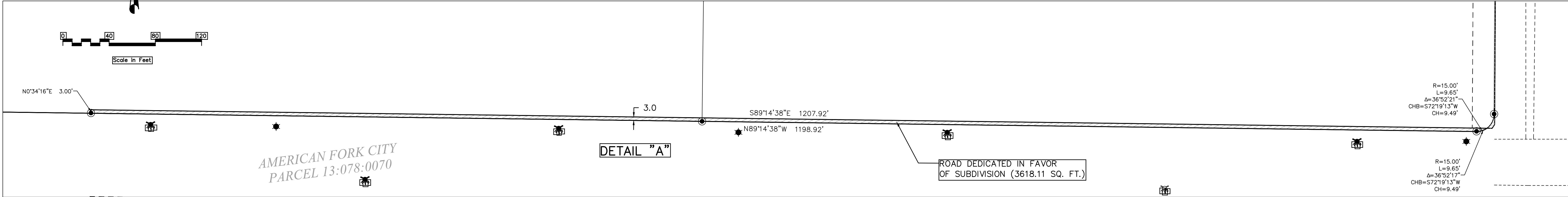
A SUBDIVISION IN AMERICAN FORK CITY LOCATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN AMERICAN FORK CITY, UTAH COUNTY, UTAH



RODERICK CATALYST - PHASE 2

AMENDING A PORTION OF PARCEL "A" OF RODERICK CATALYST- PHASE 1

A SUBDIVISION IN AMERICAN FORK CITY LOCATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN AMERICAN FORK CITY, UTAH COUNTY, UTAH



CIR ENGINEERING, L.L.C. 3032 SOUTH 1030 WEST, SUITE 202 [SLC, Utah 84119 - 801-949-6298]	DATE:	2/26/20
	SCALE:	NONE
	PAGE:	3 OF 4
	PROJECT:	R1014-02

REVIEW COPY

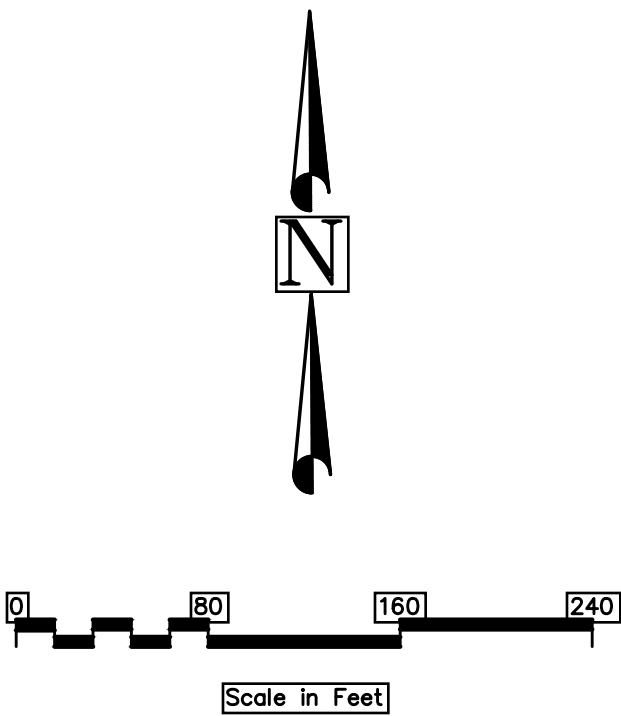
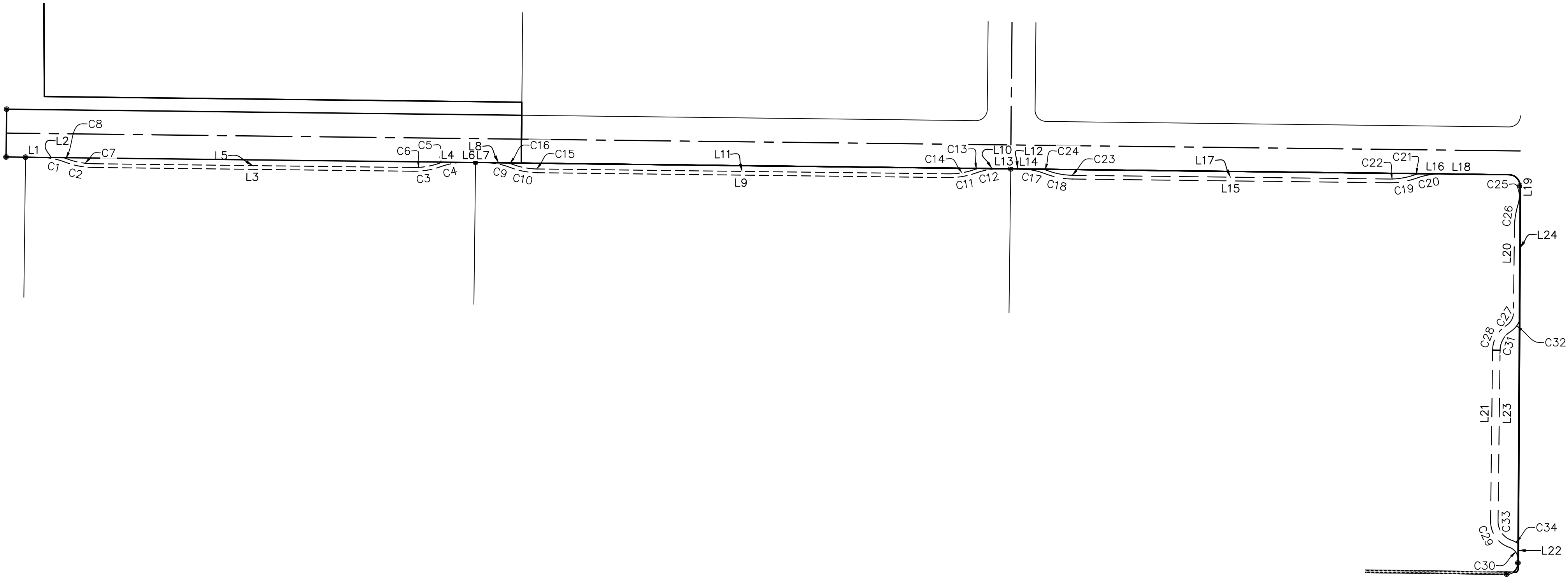
RODERICK CATALYST - PHASE 2 SIDEWALK EASEMENT EXHIBIT

A SUBDIVISION IN AMERICAN FORK CITY LOCATED IN THE NORTHEAST
QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION
36, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH

Sidewalk Easement Line		
Line #	Length	Chord Bearing
L1	20.00	S89° 19' 23"E
L2	31.20	S89° 19' 23"E
L3	429.51	N89° 19' 23"W
L4	31.20	S89° 19' 23"E
L5	429.51	S89° 19' 23"E
L6	13.00	S89° 19' 22"E
L7	13.00	S89° 19' 24"E
L8	31.20	S89° 19' 23"E
L9	550.40	N89° 19' 23"W
L10	31.20	S89° 19' 23"E
L11	550.40	S89° 19' 23"E
L12	13.00	S89° 19' 22"E
L13	13.00	N89° 19' 23"W
L14	31.20	S89° 19' 23"E
L15	423.71	N89° 19' 23"W
L16	31.20	S89° 19' 23"E
L17	423.71	S89° 19' 23"E
L18	90.33	S89° 19' 23"E
L19	4.94	S00° 19' 16"W
L20	115.11	N00° 40' 37"E
L21	228.98	N00° 40' 37"E
L22	20.69	N00° 19' 16"E
L23	228.98	N00° 40' 37"E
L24	176.06	N00° 19' 16"E

Sidewalk Easement Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	33.97	94.83	20°31'28"	N79° 03' 39"W	33.79
C2	37.55	104.83	20°31'28"	N79° 03' 39"W	37.35
C3	37.55	104.83	20°31'28"	S80° 24' 53"W	37.35
C4	33.97	94.83	20°31'28"	S80° 24' 53"W	33.79
C5	4.03	99.83	2°18'49"	N71° 18' 33"E	4.03
C6	35.76	99.83	20°31'28"	N80° 24' 53"E	35.57
C7	35.76	99.83	20°31'28"	S79° 03' 39"E	35.57
C8	4.03	99.83	2°18'49"	S69° 57' 20"E	4.03
C9	33.97	94.83	20°31'28"	N79° 03' 39"W	33.79
C10	37.55	104.83	20°31'28"	N79° 03' 39"W	37.35
C11	37.55	104.83	20°31'28"	S80° 24' 53"W	37.35
C12	33.97	94.83	20°31'28"	S80° 24' 53"W	33.79
C13	4.03	99.83	2°18'49"	N71° 18' 33"E	4.03
C14	35.76	99.83	20°31'28"	N80° 24' 53"E	35.57
C15	35.76	99.83	20°31'28"	S79° 03' 39"E	35.57
C16	4.03	99.83	2°18'49"	S69° 57' 20"E	4.03
C17	33.97	94.83	20°31'28"	N79° 03' 39"W	33.79
C18	37.55	104.83	20°31'28"	N79° 03' 39"W	37.35
C19	37.55	104.83	20°31'28"	S80° 24' 53"W	37.35
C20	33.97	94.83	20°31'28"	S80° 24' 53"W	33.79
C21	4.03	99.83	2°18'49"	N71° 18' 33"E	4.03
C22	35.76	99.83	20°31'28"	N80° 24' 53"E	35.57
C23	35.76	99.83	20°31'28"	S79° 03' 39"E	35.57
C24	4.03	99.83	2°18'49"	S69° 57' 20"E	4.03

Sidewalk Easement Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C25	22.64	83.11	15°36'34"	N8° 28' 54"E	22.57
C26	28.09	103.11	15°36'34"	N8° 28' 54"E	28.00
C27	19.77	19.82	57°10'23"	N29° 15' 48"E	18.96
C28	39.73	39.82	57°10'23"	N29° 15' 48"E	38.10
C29	46.36	36.67	72°26'12"	N35° 32' 29"W	43.34
C30	20.84	16.67	71°37'52"	N35° 56' 39"W	19.51
C31	29.75	29.82	57°10'23"	N29° 15' 48"E	28.53
C32	18.66	29.82	35°51'33"	N39° 55' 14"E	18.36
C33	33.72	26.67	72°26'12"	N35° 32' 29"W	31.52
C34	9.67	26.67	20°46'02"	N61° 22' 34"W	9.61



CIR
ENGINEERING, L.L.C.

3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 - 801-949-6298

DATE: 2/26/20

SCALE: 1"=80'

PAGE: 4 OF 4

PROJECT: R1014-02

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: September 16, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the preliminary plan and final plat for Roderick Catalyst Phase II Subdivision, located in the area of 1600 South 450 East, in the PI-1 Planned Industrial zone.

ACTION REQUESTED: Recommendation of approval of the final plat.

BACKGROUND INFORMATION				
Location:		Approximately 1600 South 450 East		
Applicants:		Roderick Enterprises		
Existing Land Use:		Agriculture		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Agriculture		
	East	Industrial		
	West	Agriculture		
Existing Zoning:		PI-1 (Planned Industrial)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	PI-1		
	South	Residential Agriculture 5 (Utah County)		
	East	I-1		
	West	PI-1		
Land Use Plan Designation:		Design Industrial		
Zoning within Growth Plan?		x	Yes	No

Background

This final plat represents the second phase of a multi-phase subdivision and development. Phase II consists of 3 lots, totaling 24.5 acres. "Parcel A" represents future development and further subdivision. Parcel A consists of approximately 33 acres.

Lots 3-5 are bordered by: 1600 South to the north and 1700 South to the south. Lot 3 is also bordered by 500 East to the east.

Section 17.8.211 of the Development Code

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

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

The final plat and preliminary plan are being processed concurrently. Any requirements of a preliminary plan have been addressed with the final plat.

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

This criterion has been met.

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

Engineering will address concerns, if any, in their report.

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

At the time that a performance guarantee is issued, costs are analyzed and adjusted, if needed, by Engineering.

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

Water rights conveyance, if needed, will be provided prior to plat recordation.

Consistency with the Land Use Plan

The Land Use Plan designates this area as “Design Industrial”. The proposed subdivision is consistent with this designation.

FINDING OF FACT/CONDITION OF APPROVAL

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

1. The proposed subdivision meets the criteria as found in Section 17.8.211 of the Development Code.
2. The water rights conveyance, if needed, shall be satisfied prior to final plat recordation.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we approve the preliminary plan and recommend approval of the final plat of Roderick Catalyst Subdivision Phase II, with the finding and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat of the Roderick Catalyst Subdivision Phase II.

TABLE

Mr. Chairman, I move that we table action on the Roderick Catalyst Subdivision Phase II.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 9/16/2020

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: Roderick Catalyst Phase 2

Project Address: 1600 South 450 East

Developer / Applicant's Name: Roderick Enterprises

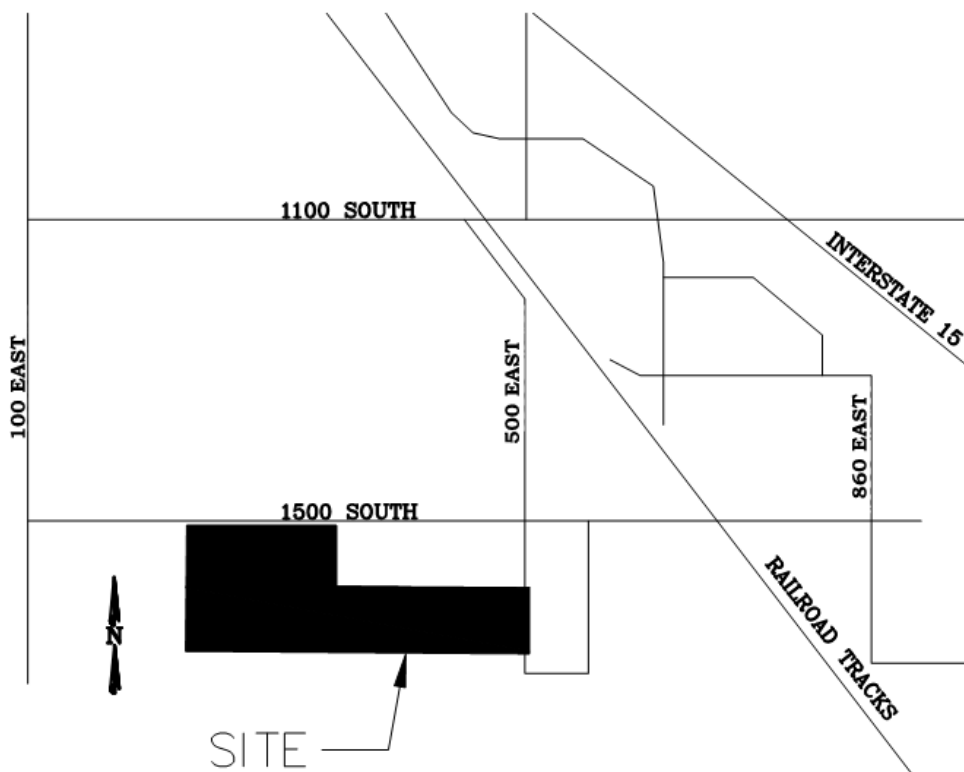
Type of Application:

- | | | |
|--|--|--------------------------------------|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input checked="" type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> 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 9/16/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



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.

UNAPPROVED MINUTES

Ms. Anderson moved to approve the preliminary plan and final plat of Rockwell Ranch Block 5 Phase 1, with the findings and conditions listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

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

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

The motion passed.

3. Hearing, review and action on the preliminary plan and final plat for Roderick Catalyst Subdivision Phase 2, located in the area of 1600 South 450 East in the PI-1 Planned Industrial zone

Mr. Olsen indicated that this final plat represents the second phase of a multi-phase subdivision and development. Phase II consists of 3 lots, totaling 24.5 acres. "Parcel A" represents future development and further subdivision. Parcel A consists of approximately 33 acres. Lots 3-5 are bordered by: 1600 South to the north and 1700 South to the south. Lot 3 is also bordered by 500 East to the east.

Mr. Ben Hunter had no concerns and recommended approval.

Mr. Ben Wheat said that they are currently in construction on the first phase, they want to get approval for the next.

Public Hearing Opened

Public Hearing Closed

UNAPPROVED MINUTES

1 **Mr. Brocious moved to approve the preliminary plan and final plat of Roderick Catalyst**
 2 **Subdivision Phase 2, with the findings and conditions listed in the staff report and subject to**
 3 **any findings, conditions, and modifications listed in the engineering report.**

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

5 Chairman Woffinden	Aye
6 Chris Christiansen	Aye
7 Christine Anderson	Aye
8 Ryan Hunter	Aye
9 Rod Brocious	Aye
10 Geoff Dupaix	Aye

11 **The motion passed.**

- 12
- 13
- 14 4. Hearing, review and action on a commercial site plan for Bishop Storage, located at 16
 15 West 1500 South in the PI-1 zone

16

17 Mr. Olsen said that Bishop Storage is proposed at approximately 16 W. 1500 South. Access
 18 will be from 1500 South. Included in the packet materials are renderings of the proposed units.
 19 Planning staff has requested complete landscape plans that were received after the packets
 20 were sent out.

21 Mr. Ben Hunter said that the Engineering Division recommends approval.

22 Chairman Woffinden expressed frustration that applicant did not meet deadlines and criteria
 23 for submittal. He felt that it is unfair to staff and commissioners to have short notice to review
 24 additional material.

25 Mr. Matt Bishop expressed thanks to commissioners for hearing this item.

26 Mr. Mat Sacco, Fire Marshal, stated that there is a fire access at the north end of the lot that
 27 has problems with the turning radius for the fire apparatus. He also has concerns about a dead
 28 end.

29 Mr. Ben Hunter said there are modifications that could be done that would be feasible.

30 Mr. Dupaix said that he is inclined to table this item so that it can be dealt with properly. Fire
 31 safety is very important to have resolved, especially with storage units. He leans toward tabling
 32 until this issue is resolved.

33 Mr. Brocious agreed that the safety issue needs to be addressed before approval.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on the final plats for Rockwell Ranch Block 3 Phase 1, consisting of 55 units, located at approximately 1060 West 480 South in the TOD zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plats for Rockwell Ranch Block 3 Phase 1 as stated in the attached minutes of the September 16, 2020 planning commission meeting.

BACKGROUND The applicant proposes additional phases for the Rockwell Ranch project, the District Framework Plan for which, named “Olive Tree”, was approved by the city council in 2019. Block 3 Phase 1 consists of 45 townhomes and a ten-unit multifamily component. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

SUGGESTED MOTION I move to approve the final plats for Rockwell Ranch Block 3 Phase 1, consisting of 55 units, located at approximately 1060 West 480 South in the TOD zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the September 16, 2020 planning commission meeting.

SUPPORTING DOCUMENTS

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

ROCKWELL RANCH BLOCK 3 PHASE 1 PLAT "E" CONDOMINIUM

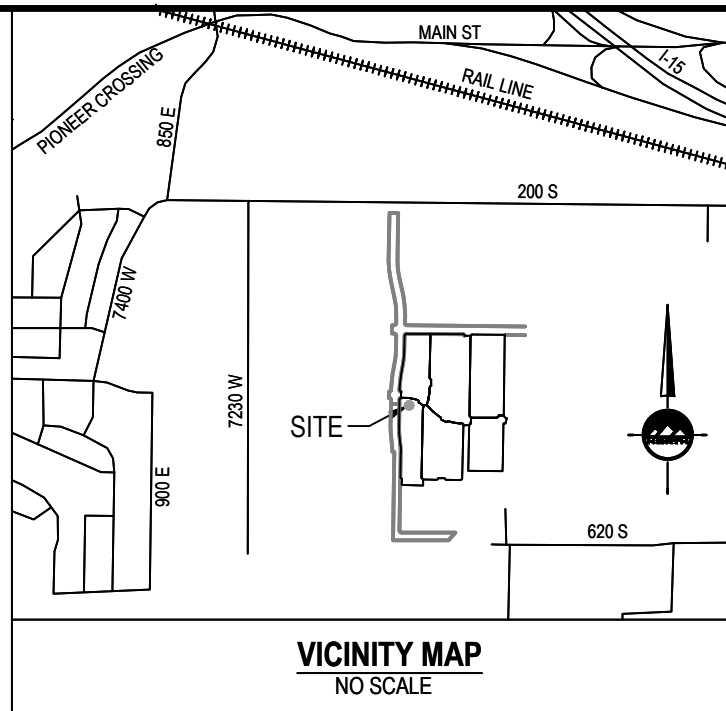
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
ZONING TOD

NOTES

1. OFFSET PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL REAR LOT CORNERS PRIOR TO OCCUPANCY.
2. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.
3. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.

NORTHWEST CORNER
SECTION 22
T5S, R1E, S18M
(FOUND 3" BRASS CAP)

NORTH QUARTER CORNER
SECTION 22
T5S, R1E, S18M
(FOUND 3" BRASS CAP)



SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED CERTIFICATE NUMBER 286882. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, UPON WHICH HAS BEEN OR WILL BE CONSTRUCTED, HEREFTER TO BE KNOWN AS ROCKWELL RANCH BLOCK 3 PHASE 1 PLAT "E" CONDOMINIUM, A UTAH CONDOMINIUM PROJECT. IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT, I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISION OF SECTION 57-8-13 (1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

BOUNDARY DESCRIPTION

Beginning at a point being South 89°53'31" East 1,130.02 feet along section line and South 3,403.87 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 43.73 feet;
thence Southeasterly 118.76 feet along the arc of a 325.00 feet radius curve to the right (center bears South 00°56'33" West and the chord bears South 78°35'21" East 118.10 feet with a central angle of 20°56'12");
thence Southeasterly 24.66 feet along the arc of a 15.00 feet radius curve to the right (center bears South 21°52'45" West and the chord bears South 21°01'00" East 21.98 feet with a central angle of 94°12'31");
thence Southwesterly 51.15 feet along the arc of a 178.00 feet radius curve to the left (center bears South 63°54'44" East and the chord bears South 17°51'22" West 50.97 feet with a central angle of 16°27'48");
thence North 89°03'27" West 151.41 feet;
thence South 00°56'33" West 13.00 feet;
thence North 89°03'27" West 16.84 feet;
thence North 00°56'33" East 88.61 feet;
thence Northeasterly 23.56 feet along the arc of a 15.00 feet radius curve to the right (center bears South 89°03'27" East and the chord bears North 45°56'33" East 21.21 feet with a central angle of 90°00'00") to the point of beginning.

Contains 15,329 Square Feet or 0.352 Acres

DATE

PATRICK M. HARRIS
LICENSE NO. 286882

OWNER'S CERTIFICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREON DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREFTER BE KNOWN AS

ROCKWELL RANCH BLOCK 3 PHASE 1 PLAT "E" CONDOMINIUM

UTILITY DEDICATION

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT OF WAY IN AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THIS PROJECT AS "COMMON AREA" (INCLUDING PRIVATE STREETS AND PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY RESERVE ALL AREAS SHOWN ON THIS PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS "COMMON AREA" FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS GUESTS AND INVITEES AS SPECIFICALLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT.

IN WITNESS WHEREOF, THE OWNER(S) HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, A.D. 20__

By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THE ____ DAY OF _____, A.D. 20__, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, A LIMITED LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

NAME _____

NO. _____

A NOTARY PUBLIC COMMISSION IN UTAH

NOTARY PUBLIC

RESIDING IN _____ COUNTY

APPROVAL BY LEGISLATIVE BODY

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

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY ENGINEER

CLERK - RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

PLANNER

PLANNING COMMISSION CHAIRMAN

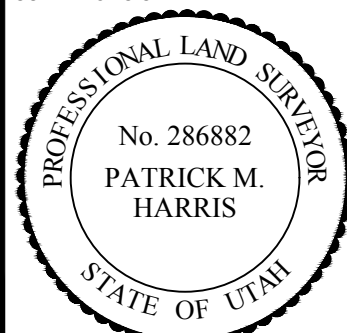
ROCKWELL RANCH BLOCK 3 PHASE 1 PLAT "E" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

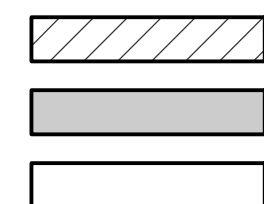
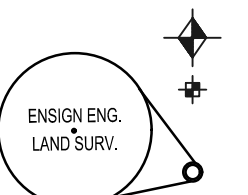
SURVEYORS SEAL

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL



LEGEND



- SECTION LINE
- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- ADJACENT RIGHT OF WAY LINE
- FIRE HYDRANT
- NO BASEMENT

LAND USE TABLE			
BUILDING AREA	=	5,492 SF	0.13 AC 36%
LIMITED COMMON AREA	=	2,654 SF	0.06 AC 17%
COMMON AREA	=	7,183 SF	0.16 AC 47%
TOTAL AREA	=	15,329 SF	0.35 AC 100%
TOTAL NUMBER OF BUILDINGS	=	1	
TOTAL NUMBER UNITS IN PHASE	=	10	

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS ____ DAY OF _____, 20__,
BY THE WATER AND SEWER AUTHORITY.

PUBLIC WORKS DEPARTMENT DIRECTOR



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON
Phone: 801.581.1100
TOOELE
Phone: 435.843.3090
CEDAR CITY
Phone: 435.863.1653
RICHFIELD
Phone: 435.599.2983

SHEET 1 OF 2

PROJECT NUMBER : 8799F.4

MANAGER : JKF

DRAWN BY : KFW

CHECKED BY : PMH

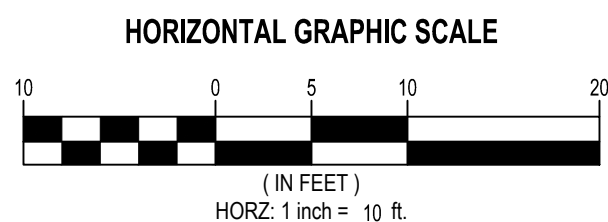
DATE : 8/27/20

BASIS OF BEARING

THE BASIS OF BEARING IS BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WITH A BEARING OF SOUTH 89°53'31" EAST.

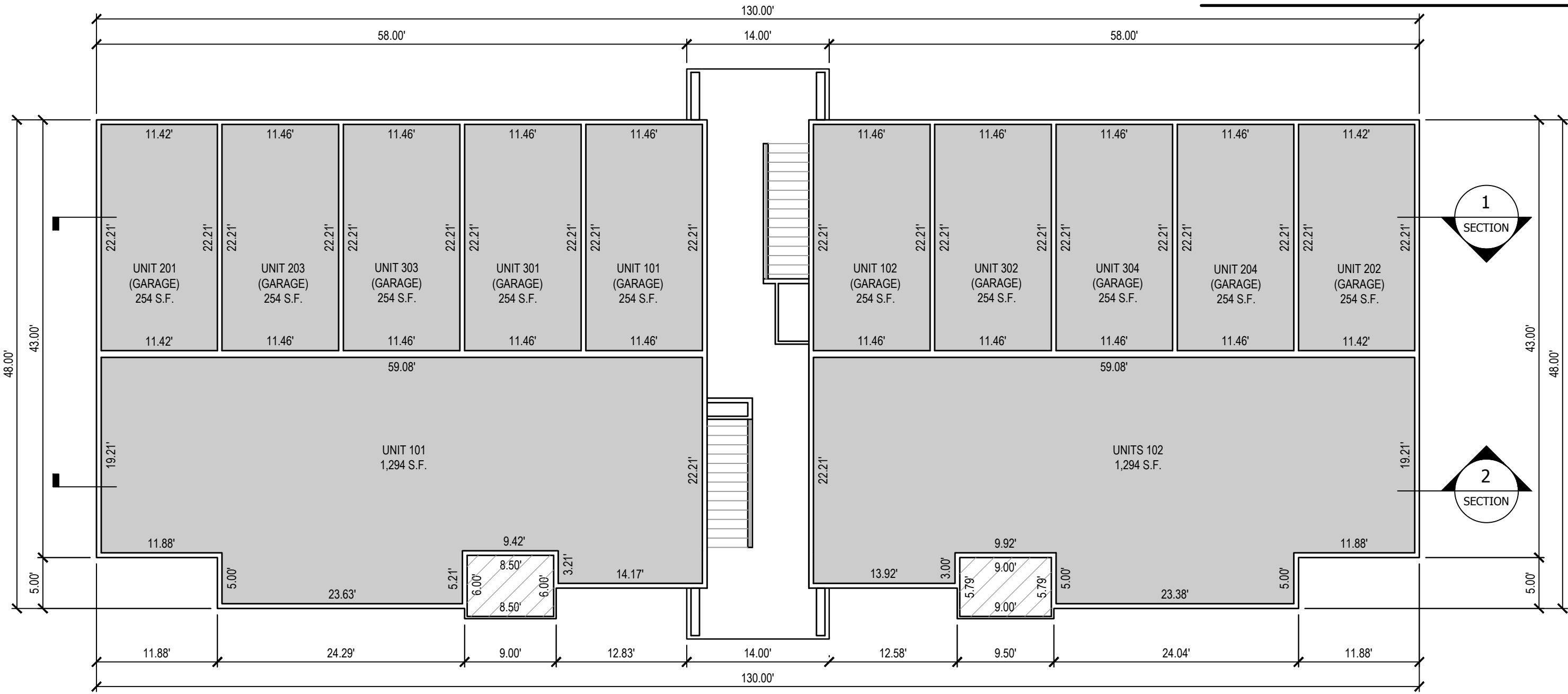
FLOOD ZONE DESIGNATION

SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X AS DELINEATED BY F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP 49551701208 EFFECTIVE JULY 17, 2002.

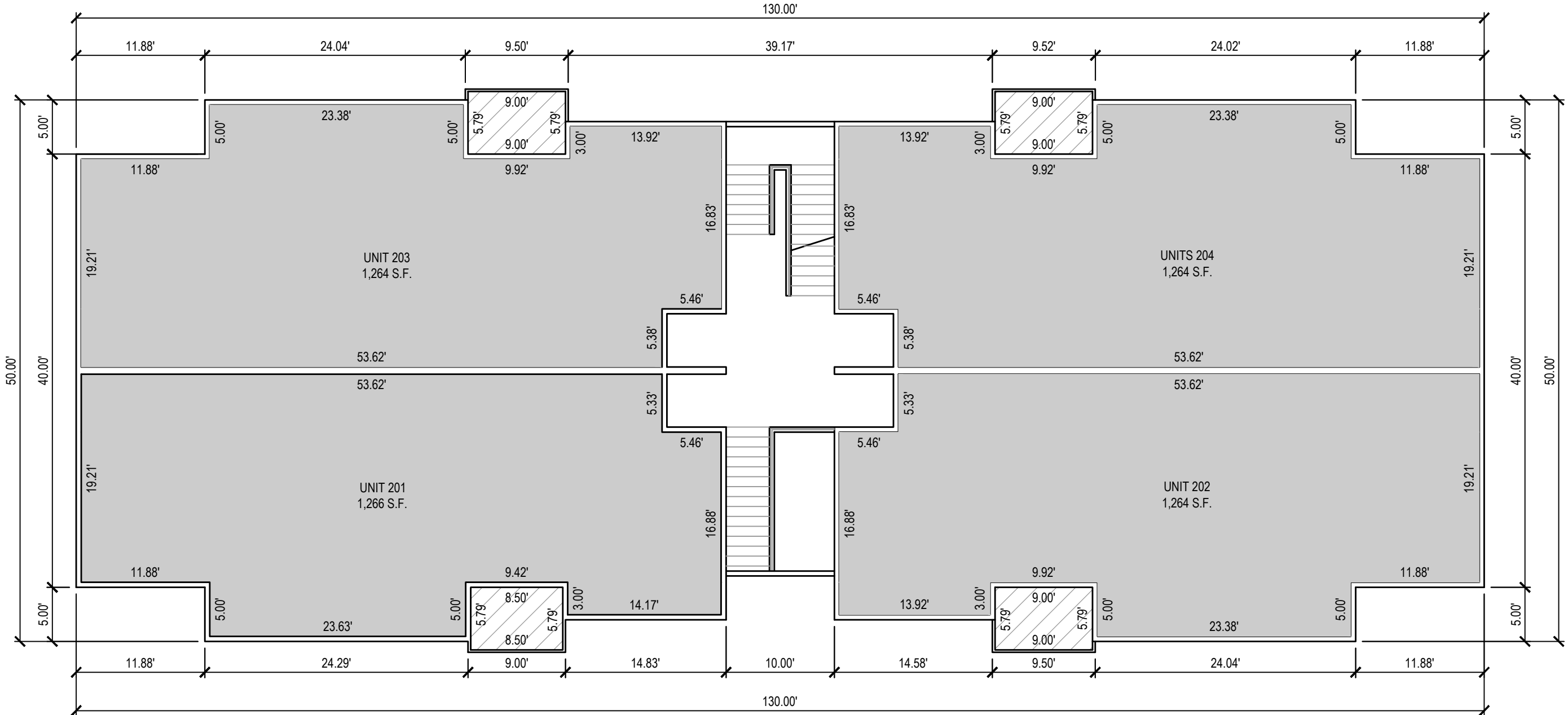


ROCKWELL RANCHBLOCK 3 PHASE 1 PLAT "E" CONDOMINIUM

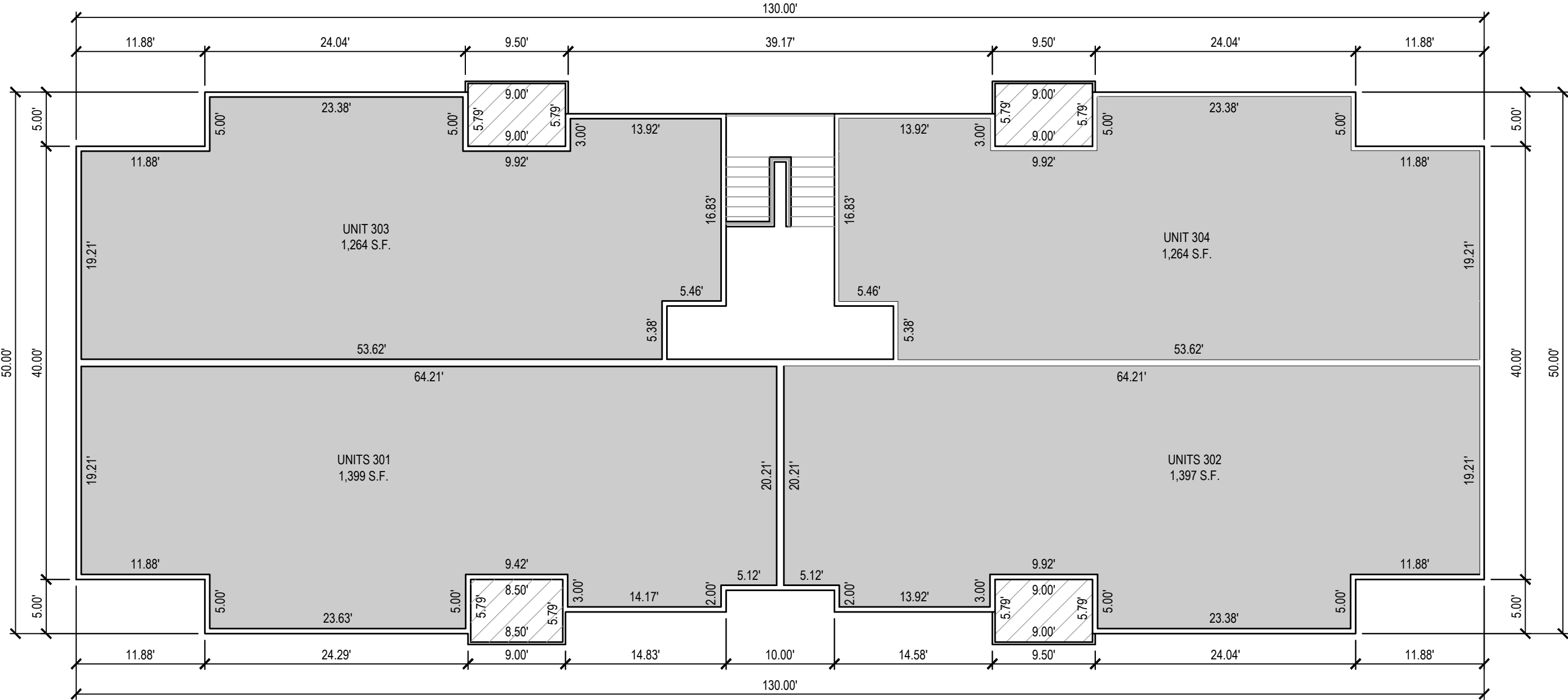
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
ZONING TOD



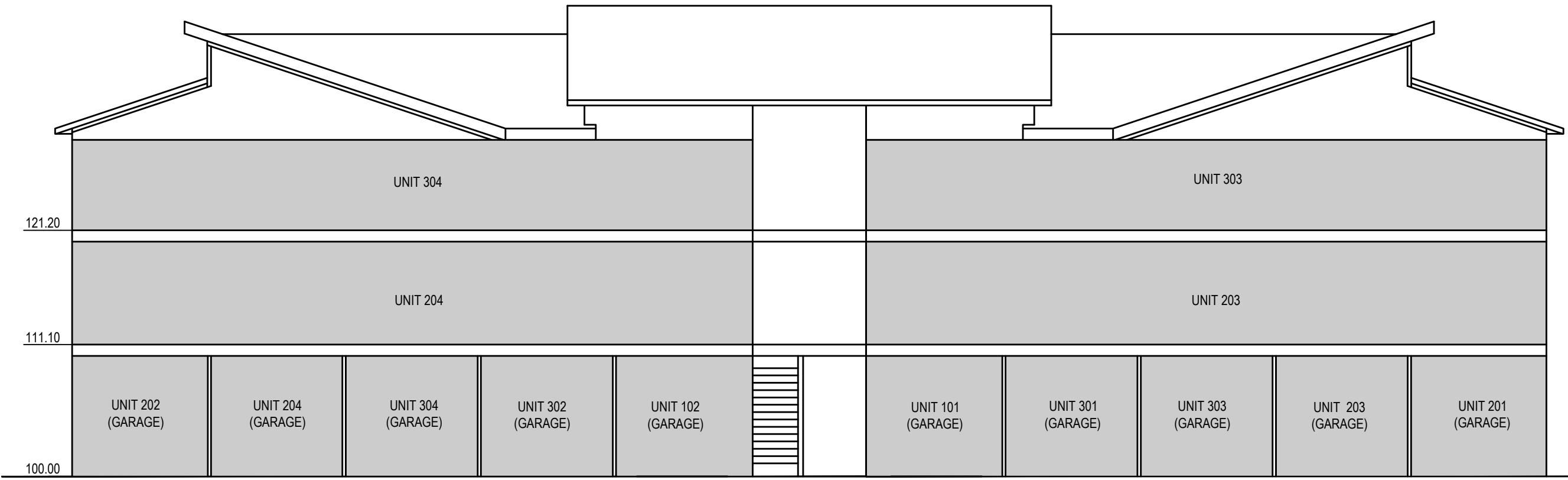
1ST FLOOR



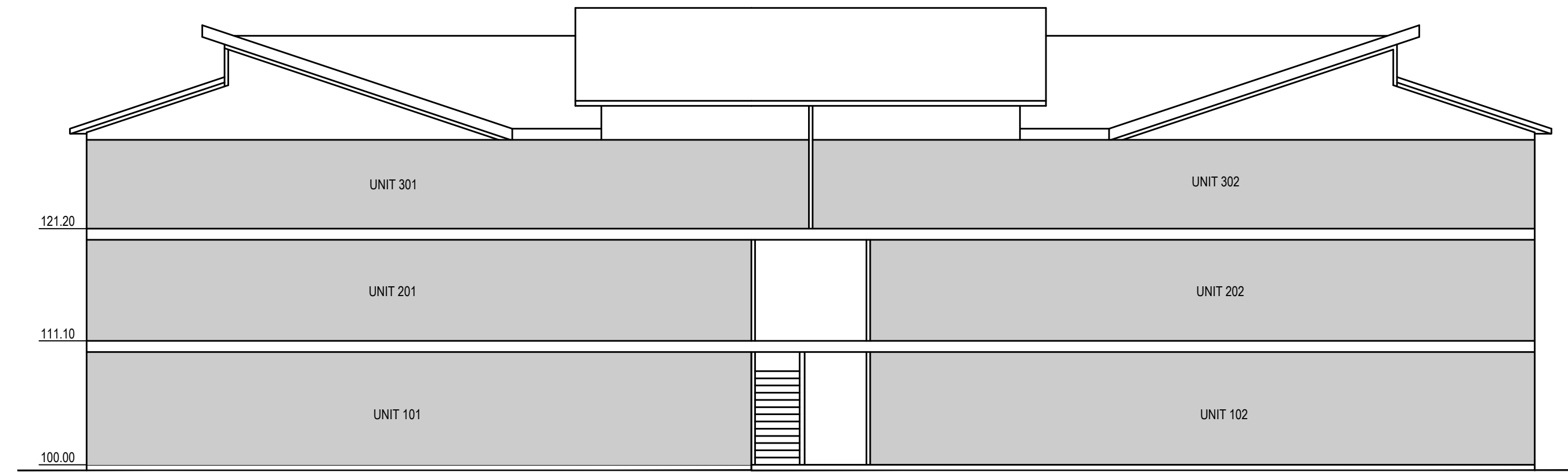
2ND FLOOR



3RD FLOOR



SECTION 1
REAR ELEVATION



SECTION 2
FRONT ELEVATION

FLOOR ELEVATIONS		
FLOOR & UNITS	FINISH FLOOR ELEVATION	CEILING ELEVATION
1ST FLOOR	4509.75	4518.67
2ND FLOOR	4520.85	4529.73
3RD FLOOR	4530.95	4539.83

LEGEND

- LIMITED COMMON AREAS
- PRIVATE PROPERTY
- COMMON AREA

ROCKWELL RANCHBLOCK 3
PHASE 1 PLAT "E" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYORS SEAL

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

SHEET 2 OF 2

PROJECT NUMBER : 8799F.4
MANAGER : JKF
DRAWN BY : JNJ
CHECKED BY : KFW
DATE : 8/27/20



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

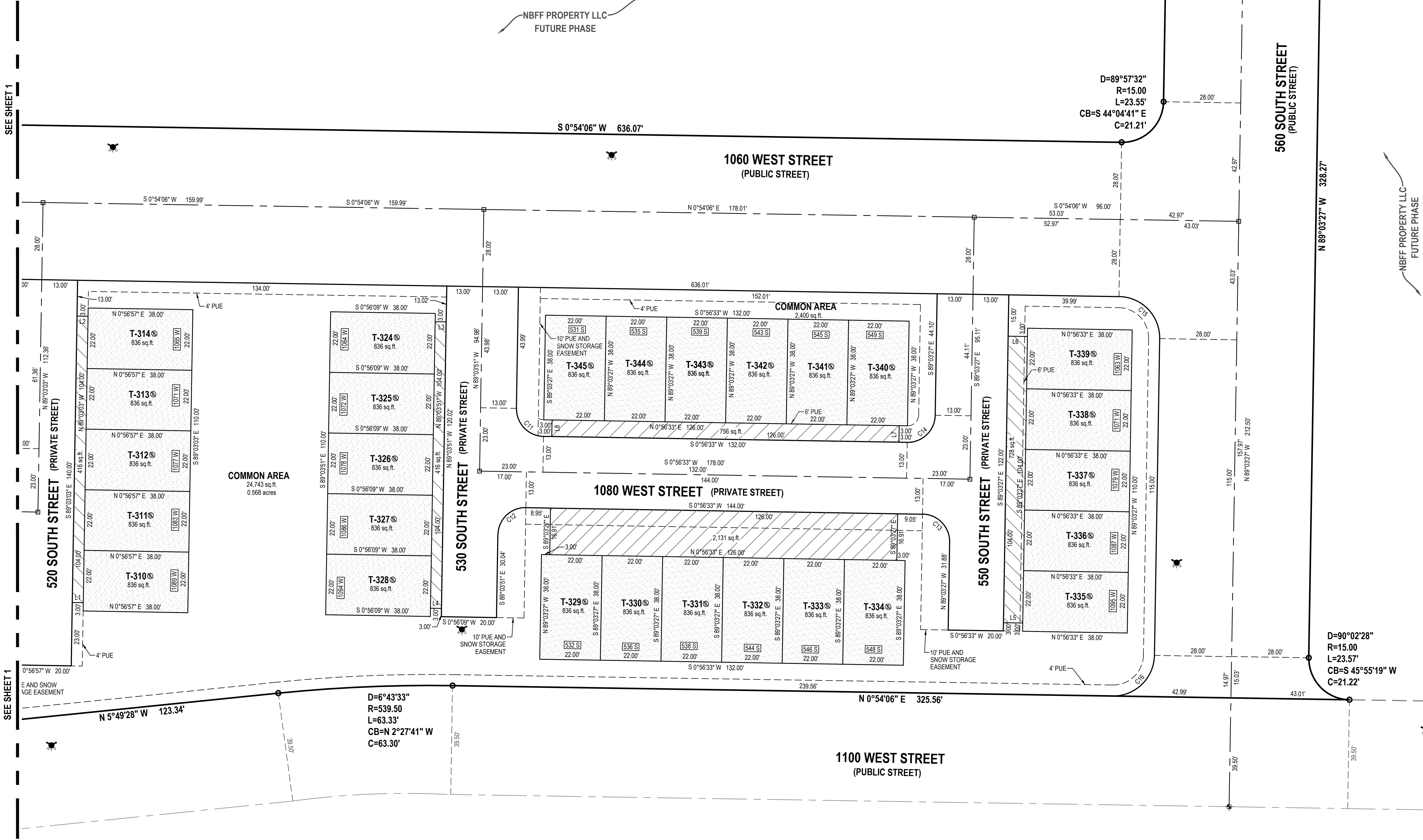
LAYTON
Phone: 801.347.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.355.1653
RICHFIELD
Phone: 435.896.2983

OWNER
WHITE HORSE DEVELOPERS
520 SOUTH 850 EAST, STE. A4
LEHI, UTAH 84043



ROCKWELL RANCH BLOCK 3 PHASE 1 PLAT

LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
ZONING TOD



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	150.00'	62.68'	23°56'36"	S12°52'24"W	62.23'
C2	150.00'	48.69'	18°35'50"	S15°32'46"W	48.47'
C3	150.00'	14.00'	5°20'46"	S3°34'28"W	13.99'
C4	178.00'	13.09'	4°12'47"	S7°31'04"W	13.09'
C5	178.00'	13.01'	4°11'21"	S3°19'00"W	13.01'
C6	178.00'	1.00'	0°19'14"	S1°03'43"W	1.00'
C7	10.00'	15.71'	90°00'00"	S45°56'33"W	14.14'
C8	10.00'	15.71'	90°00'00"	N44°03'27"W	14.14'
C9	10.00'	15.71'	90°00'24"	N45°56'45"E	14.14'
C10	10.00'	15.71'	89°59'36"	S44°03'15"E	14.14'
C11	10.00'	15.71'	89°59'36"	S45°56'21"W	14.14'
C12	10.00'	15.71'	90°00'24"	N44°03'39"W	14.14'
C13	10.00'	15.71'	90°00'00"	N45°56'33"E	14.14'
C14	10.00'	15.71'	90°00'00"	S44°03'27"E	14.14'
C15	15.00'	23.55'	90°02'28"	N45°55'19"E	21.22'
C16	15.00'	23.55'	89°57'32"	S44°04'41"E	21.21'
C23	178.00'	78.25'	25°11'10"	S13°28'41"W	77.62'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°56'57"E	4.00'
L2	N0°56'57"E	4.00'
L3	S0°56'09"W	4.00'
L4	S0°56'09"W	4.00'
L5	N0°56'33"E	7.00'
L6	N0°56'33"E	7.00'
L7	N89°03'27"W	6.00'
L8	N89°03'27"W	6.00'

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- SECTION LINE
- CENTER LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ADJACENT RIGHT OF WAY LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA
- FIRE HYDRANT
- NO BASEMENT

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40
(IN FEET)
HORIZ: 1 inch = 20 ft.

**ROCKWELL RANCH
BLOCK 3 PHASE 1 PLAT**
LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYORS SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL



PROJECT NUMBER: 8799F.4
MANAGER: JKF
DRAWN BY: KFW
CHECKED BY: PMH
DATE: 8/27/20



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON
Phone: 801.541.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.855.1653
RICHFIELD
Phone: 435.896.2863

DEVELOPER
WHITE HORSE DEVELOPERS
520 SOUTH 850 EAST, STE. A4
LEHI, UTAH 84043

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: September 16, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the preliminary plan and final plat for Rockwell Ranch Block 3 Phase I, consisting of 45 lots and 10 multi-family units, located at approximately 480 South 1060 West, in the TOD (Transit Oriented Development) zone.

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

BACKGROUND INFORMATION				
Location:		480 South 1060 West		
Applicants:		Ensign Engineering		
Existing Land Use:		Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential/Agriculture		
	South	Agriculture		
	East	Residential/Agriculture		
	West	Residential/Agriculture		
Existing Zoning:		TOD (Transit Oriented Development)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	RA-5		
	South	TOD		
	East	TOD & Residential Agriculture 5 (Utah County)		
	West	RA-5, Residential Agriculture 5 (Utah County)		
Land Use Plan Designation:		TOD (Transit Oriented Development)		
Zoning compliant with Land Use Plan Designation?		x	Yes	No

Attachment: 2. Staff Report (Rockwell Ranch B3Ph1)

Background

The area of Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site.

This plat anticipates a 45-lot townhome and 10-unit multi-family development.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “TOD”. The proposed subdivision is consistent with the Land Use Plan designation.

Section 17.7.211 of the Development Code

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

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

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

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

This criterion has been met.

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

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

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

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

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

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

FINDINGS OF FACT/CONDITION OF APPROVAL

After reviewing the applications for final plat approval, the following findings are offered for consideration:

1. The final plat is consistent with the Land Use Plan designation of “Transit Oriented Development”.
2. The final plat meets the criteria as found in Section 17.7.211 of the Development Code.

3. Water rights conveyance shall be satisfied prior to plat recordation.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we approve the preliminary plan and recommend approval of the final plat of Rockwell Ranch Block 3 Phase I, with the findings and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat of Rockwell Ranch Block 3 Phase I.

TABLE

Mr. Chairman, I move that we table action on the preliminary plan and final plat of Rockwell Ranch Block 3 Phase I.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 9/16/2020

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: Rockwell Ranch Block 3 Phase 1

Project Address: 480 South 1060 West

Developer / Applicant's Name: White Horse Developers

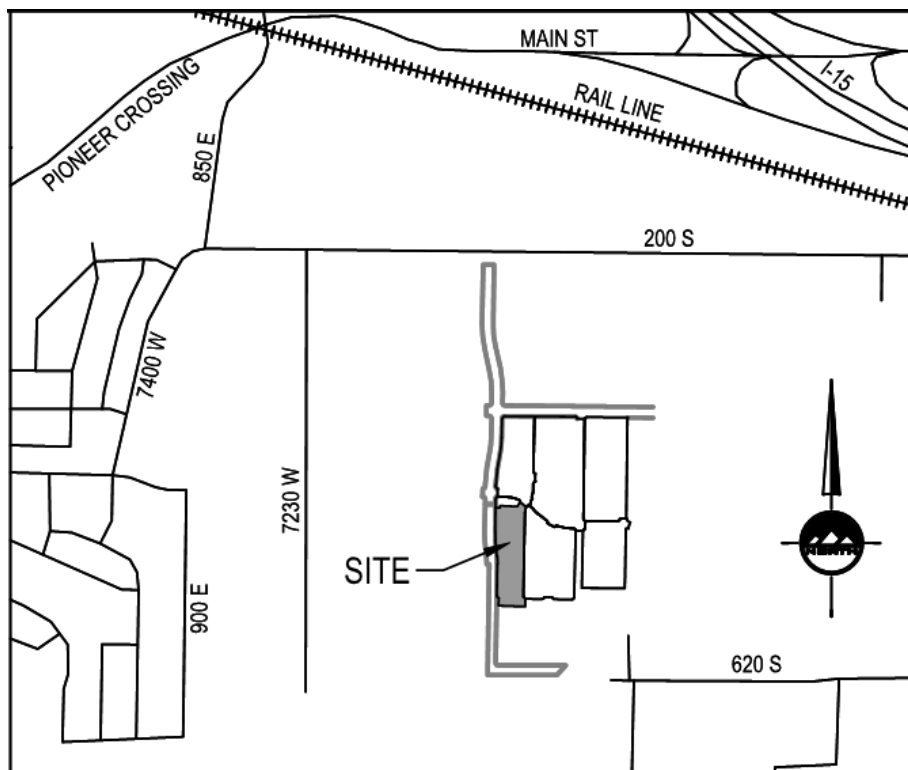
Type of Application:

- | | | |
|--|--|--------------------------------------|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input checked="" type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> 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 9/16/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



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.

UNAPPROVED MINUTES

AMERICAN FORK CITY PLANNING COMMISSION MINUTES SEPTEMBER 16, 2020

The American Fork City Planning Commission met in a regular session on September 16, 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
Ryan Hunter
Christine Anderson
Rod Brocious
Geoff Dupaix

Absent: Harold Dudley

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

Others Present: Ben Wheat, Matt Bishop

Public Comments Received: No comments received via email

1. Hearing, review and action on the preliminary plan and final plat for Rockwell Ranch Block 3 Phase 1, consisting of 23 lots, and located at approximately 1060 West 480 South in the TOD zone

Mr. Adam Olsen told commissioners that the area of Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site. This plat anticipates a 45-lot townhome and 10-unit multi-family development.

Mr. Ben Hunter said this project meets all requirements, he recommends approval.

UNAPPROVED MINUTES

Public Hearing Opened

Public Hearing Closed

Mr. Brocious moved to approve the preliminary plan and final plat of Rockwell Ranch Block 3 Phase 1, with the findings and conditions listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

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

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

The motion passed.

2. Hearing, review and action on the preliminary plan and final plat for Rockwell Ranch Block 5 Phase 1, consisting of 39 lots, located at approximately 1060 West 560 South in the TOD zone

Mr. Olsen said that the area of Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site. This plat anticipates a 48-lot townhome development.

Mr. Ben Hunter indicated that all standards and specifications have been met, staff recommends approval.

Public Hearing Opened

Public Hearing Closed



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on the final plats for Rockwell Ranch Block 5 Phase 1, consisting of 48 units, located at approximately 1060 West 560 South in the TOD zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of Rockwell Ranch Block 5 Phase 1 as stated in the attached minutes of the September 16, 2020 planning commission meeting.

BACKGROUND The applicant proposes additional phases for the Rockwell Ranch project, the District Framework Plan for which, named “Olive Tree”, was approved by the city council in 2019. Block 5 Phase 1 consists of 48 townhomes. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

SUGGESTED MOTION I move to approve the final plats for Rockwell Ranch Block 5 Phase 1, consisting of 48 units, located at approximately 1060 West 560 South in the TOD zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

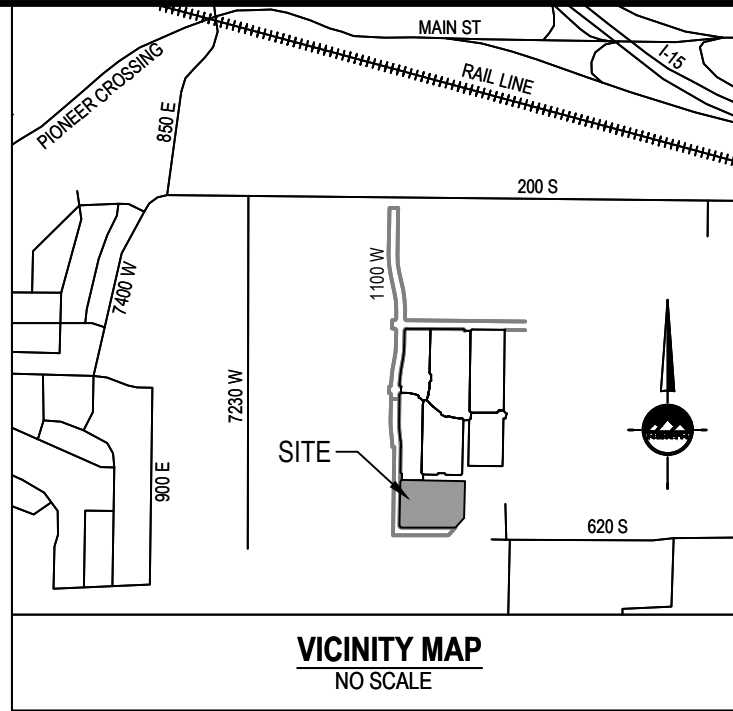
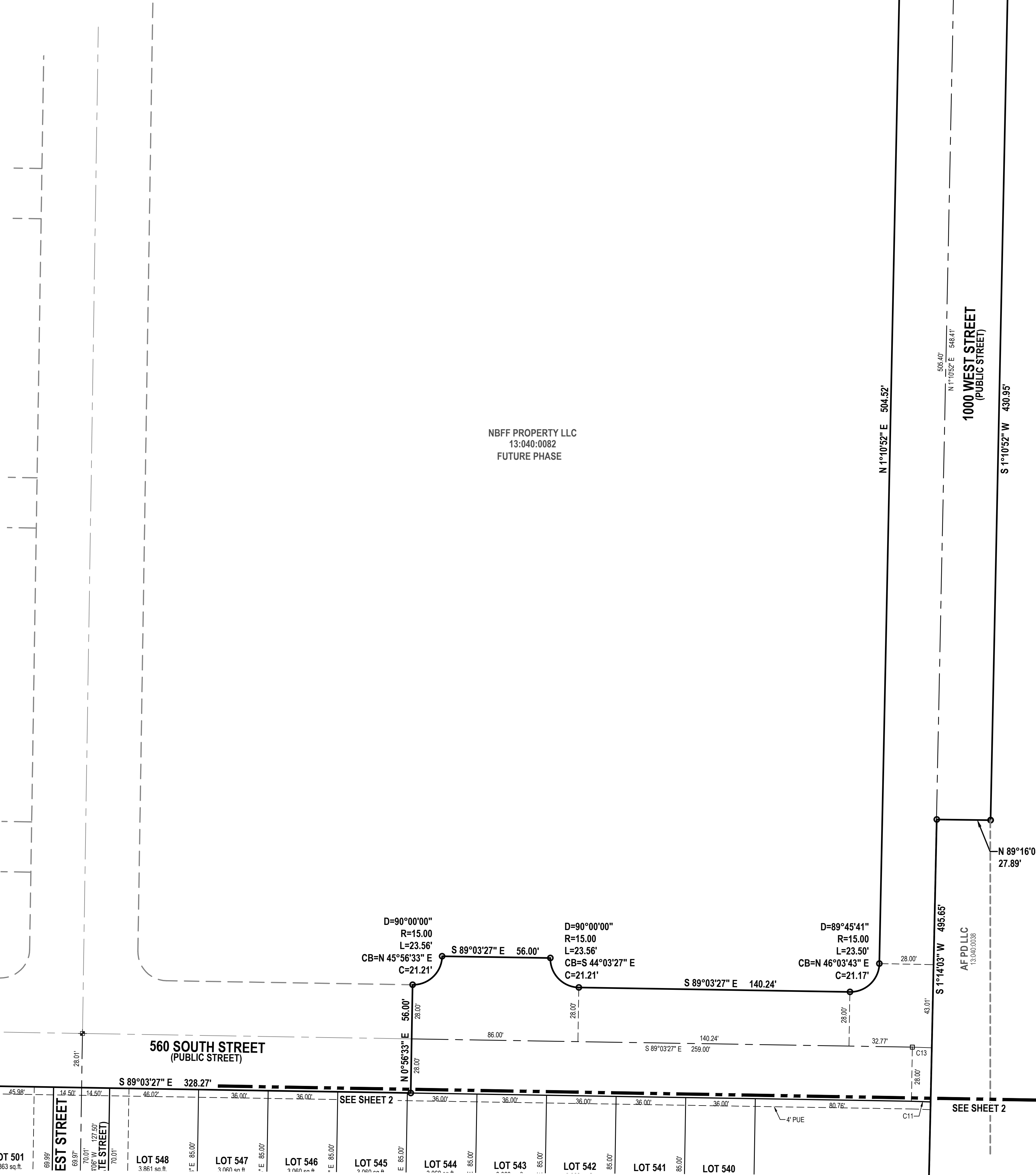
- All conditions identified in the public record associated with the September 16, 2020 planning commission meeting.

SUPPORTING DOCUMENTS

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

ROCKWELL RANCH BLOCK 5 PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
ZONING TOD



LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- SECTION LINE
- CENTER LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ADJACENT RIGHT OF WAY LINE

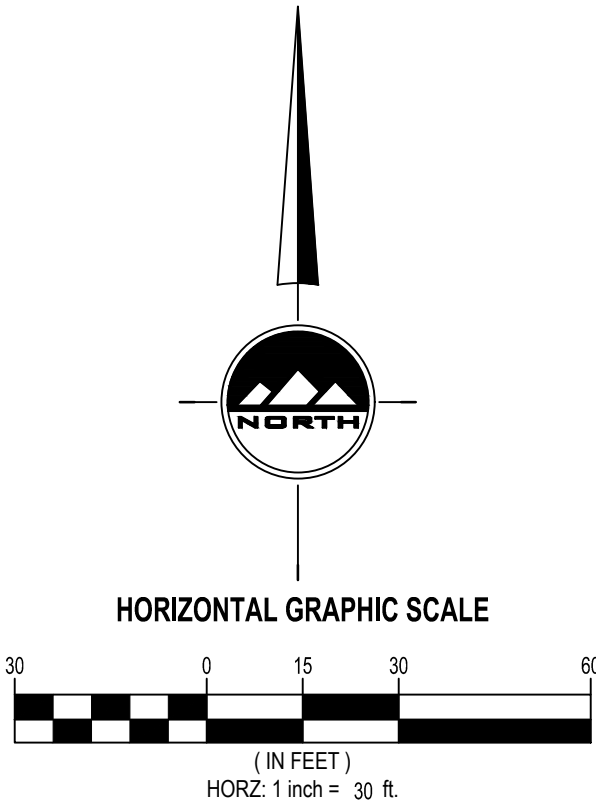
NOTES

- OFFSET PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL REAR LOT CORNERS PRIOR TO OCCUPANCY.
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.
- COMMON SPACE AREAS AND PRIVATE STREETS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

NBFF PROPERTY LLC
13:040:0082
FUTURE PHASE

NBFF PROPERTY LLC
13:040:0082
FUTURE PHASE

DEVELOPER
WHITE HORSE DEVELOPERS
520 SOUTH 850 EAST, STE. A4
LEHI, UTAH 84043





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TOOELE
Phone: 435.843.3960

CDAR CITY
Phone: 435.855.1453

RICHFIELD
Phone: 435.898.2993

SHEET 1 OF 2

PROJECT NUMBER : 8799F.7
MANAGER : JFK
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 9/8/20

WATER AND SEWER AUTHORITY APPROVAL

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

PUBLIC WORKS DEPARTMENT DIRECTOR

BASIS OF BEARING

THE BASIS OF BEARING IS BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WITH A BEARING OF SOUTH 89°53'31" EAST.

FLOOD ZONE DESIGNATION

SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X AS DELINEATED BY F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP 49551701208 EFFECTIVE JULY 17, 2002.

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED CERTIFICATE NUMBER 286882. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BOUNDARY DESCRIPTION

Beginning at a point being South 89°53'31" East 1,138.19 feet along section line and South 4,228.72 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 328.27 feet;
thence North 00°56'33" East 56.00 feet;
thence Northeastly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North 00°56'33" East and the chord bears North 45°56'33" East 21.21 feet with a central angle of 90°00'00");
thence South 89°03'27" East 56.00 feet;
thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 89°03'27" East and the chord bears South 44°03'27" East 21.21 feet with a central angle of 90°00'00");
thence South 89°03'27" East 140.24 feet;
thence Northeastly 23.50 feet along the arc of a 15.00 foot radius curve to the left (center bears North 00°56'33" East and the chord bears North 46°03'43" East 21.17 feet with a central angle of 89°45'41");
thence North 01°10'52" East 504.52 feet;
thence North 89°22'03" East 56.03 feet;
thence South 01°10'52" West 430.95 feet;
thence North 89°16'08" West 27.89 feet;
thence South 01°14'03" West 495.65 feet;
thence South 43°05'03" West 122.28 feet;
thence Northwestly 8.42 feet along the arc of a 1,000.00 foot radius curve to the left (center bears South 00°28'58" West and the chord bears North 89°45'31" West 8.42 feet with a central angle of 00°28'58");
thence West 504.46 feet;
thence Northwestly 23.80 feet along the arc of a 15.00 foot radius curve to the right (center bears North and the chord bears North 44°32'57" West 21.38 feet with a central angle of 90°54'06");
thence North 00°54'06" East 418.77 feet;
thence Northeastly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South 89°05'54" East and the chord bears North 45°55'19" East 21.22 feet with a central angle of 90°02'28") to the point of beginning.

Contains 310,177 Square Feet or 7.121 Acres and 54 Lots

UTILITY DEDICATION

By execution of this plat, the owner(s) shown below does hereby grant and convey to the city and other public utility companies, a permanent easement and right of way in and to those areas reflected on the map as "COMMON AREA" (including private streets) for construction and maintenance of approved public utilities and appurtenances together with right of access thereto. Only culinary water lines will be maintained by the city, all other utilities onsite will be privately owned and maintained.

RESERVATION OF COMMON AREAS

By execution of this plat, the owner(s) shown below does hereby reserve all areas shown on this plat as "COMMON AREA" for the common enjoyment of all owners and such owners guests and invitees to the project.

OWNER'S DEDICATION

Known all men by these present that we, all of the undersigned owners of all of the property described in the surveyor's certificate herein and shown on this map, have caused the same to be subdivided into streets and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.
Pursuant to Code 10-9a-604d the owner hereby conveys the Common Area and Private Streets as indicated hereon to the Rockwell Ranch Master Owners Association, Inc., 520 South 850 East, Suite A300, Lehi, Utah 84043.

In witness hereof we have hereunto set our hands this _____ day of _____, A.D. 20____.

NAME
COMPANY

NAME
COMPANY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF _____
ON THE _____ DAY OF _____, A.D. 20____, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, A LIMITED LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES:

NAME:

NO:

A NOTARY PUBLIC COMMISSION IN UTAH

NOTARY PUBLIC
RESIDING IN _____ COUNTY

APPROVAL BY LEGISLATIVE BODY

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

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY ENGINEER

ATTEST: _____
CLERK - RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

PLANNER

PLANNING COMMISSION CHAIRMAN

ROCKWELL RANCH BLOCK 5 PLAT

LOCATED IN THE WEST HALF OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYORS SEAL

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

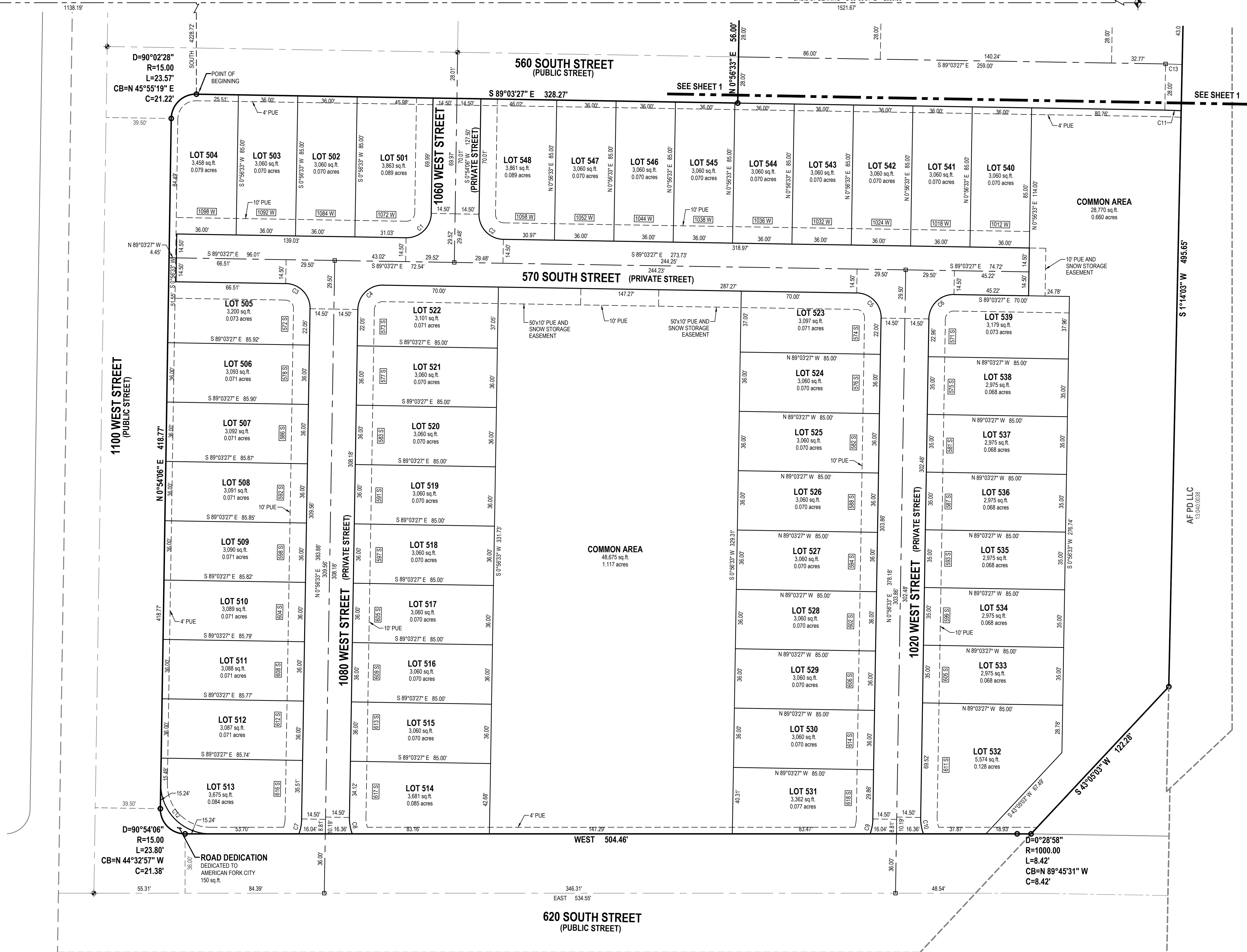


ROCKWELL RANCH BLOCK 5 PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
ZONING TOD

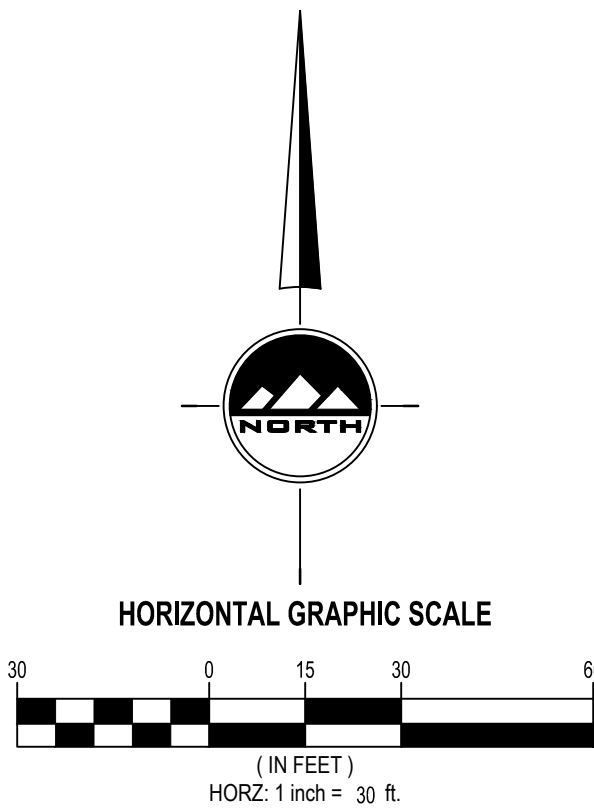
NORTHWEST CORNER
SECTION 22
T5S, R1E, S1B&M
(FOUND 3" BRASS CAP)

NORTH QUARTER CORNER
SECTION 22
T5S, R1E, S1B&M
(FOUND 3" BRASS CAP)



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.57'	90°02'28"	N45°55'19"E	21.22'
C2	15.00'	23.55'	89°57'32"	S44°04'41"E	21.21'
C3	15.00'	23.56'	90°00'00"	N44°03'27"W	21.21'
C4	15.00'	23.56'	90°00'00"	S45°56'33"W	21.21'
C5	15.00'	23.56'	90°00'00"	N44°03'27"W	21.21'
C6	15.00'	23.56'	90°00'00"	S45°56'33"W	21.21'
C7	27.50'	9.25'	19°16'01"	N10°34'34"E	9.20'
C8	27.50'	10.15'	21°09'08"	S9°38'01"E	10.09'
C9	27.50'	9.25'	19°16'01"	N10°34'34"E	9.20'
C10	27.50'	10.15'	21°09'08"	S9°38'01"E	10.09'
C11	244.00'	9.91'	2°19'41"	S87°53'36"E	9.91'
C12	30.00'	47.60'	90°54'06"	S44°32'57"E	42.76'
C13	272.00'	10.05'	2°07'05"	N87°59'54"W	10.05'

- LEGEND
- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- SECTION LINE
- CENTER LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ADJACENT RIGHT OF WAY LINE



ROCKWELL RANCH BLOCK 5 PLAT

LOCATED IN THE WEST HALF OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYORS SEAL



NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

SHEET 2 OF 2

PROJECT NUMBER : 8799F.7
MANAGER : JKF
DRAWN BY : KFW
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DEVELOPER
WHITE HORSE DEVELOPERS
520 SOUTH 850 EAST, STE. A4
LEHI, UTAH 84043

NBFF PROPERTY LLC
13.040.0082

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: September 16, 2020
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the preliminary plan and final plat for Rockwell Ranch Block 5, consisting of 48 lots, located at approximately 560 South 1060 West, in the TOD (Transit Oriented Development) zone.

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

BACKGROUND INFORMATION				
Location:		560 South 1060 West		
Applicants:		Ensign Engineering		
Existing Land Use:		Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential/Agriculture		
	South	Agriculture		
	East	Residential/Agriculture		
	West	Residential/Agriculture		
Existing Zoning:		TOD (Transit Oriented Development)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	RA-5		
	South	TOD		
	East	TOD & Residential Agriculture 5 (Utah County)		
	West	RA-5, Residential Agriculture 5 (Utah County)		
Land Use Plan Designation:		TOD (Transit Oriented Development)		
Zoning compliant with Land Use Plan Designation?		x	Yes	No

Attachment: 2. Staff Report (Rockwell Ranch B5 Ph1)

Background

The area of Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site.

This plat anticipates a 48-lot townhome development.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “TOD”. The proposed subdivision is consistent with the Land Use Plan designation.

Section 17.7.211 of the Development Code

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

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

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

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

This criterion has been met.

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

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

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

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

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

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

FINDINGS OF FACT/CONDITION OF APPROVAL

After reviewing the applications for final plat approval, the following findings are offered for consideration:

1. The final plat is consistent with the Land Use Plan designation of “Transit Oriented Development”.
2. The final plat meets the criteria as found in Section 17.7.211 of the Development Code.

3. Water rights conveyance shall be satisfied prior to plat recordation.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we approve the preliminary plan and recommend approval of the final plat of Rockwell Ranch Block 5, with the findings and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat of Rockwell Ranch Block 5.

TABLE

Mr. Chairman, I move that we table action on the preliminary plan and final plat of Rockwell Ranch Block 5.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 9/16/2020

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: Rockwell Ranch Block 5 Phase 1

Project Address: 560 South 1060 West

Developer / Applicant's Name: White Horse Developers

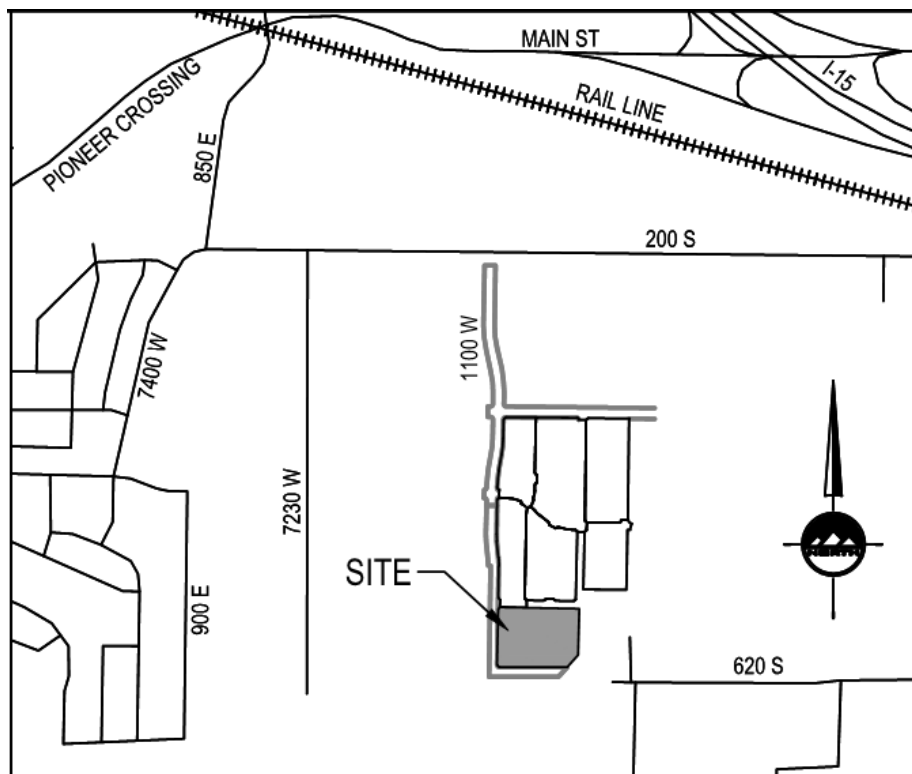
Type of Application:

- | | | |
|--|--|--------------------------------------|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input checked="" type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> 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 9/16/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



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. Plat will need to be modified for additional right-of-way at 1100 West 620 South.

UNAPPROVED MINUTES

Public Hearing Opened**Public Hearing Closed**

Mr. Brocious moved to approve the preliminary plan and final plat of Rockwell Ranch Block 3 Phase 1, with the findings and conditions listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

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

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

The motion passed.

2. Hearing, review and action on the preliminary plan and final plat for Rockwell Ranch Block 5 Phase 1, consisting of 39 lots, located at approximately 1060 West 560 South in the TOD zone

Mr. Olsen said that the area of Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site. This plat anticipates a 48-lot townhome development.

Mr. Ben Hunter indicated that all standards and specifications have been met, staff recommends approval.

Public Hearing Opened**Public Hearing Closed**

UNAPPROVED MINUTES

Ms. Anderson moved to approve the preliminary plan and final plat of Rockwell Ranch Block 5 Phase 1, with the findings and conditions listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

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

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

The motion passed.

3. Hearing, review and action on the preliminary plan and final plat for Roderick Catalyst Subdivision Phase 2, located in the area of 1600 South 450 East in the PI-1 Planned Industrial zone

Mr. Olsen indicated that this final plat represents the second phase of a multi-phase subdivision and development. Phase II consists of 3 lots, totaling 24.5 acres. "Parcel A" represents future development and further subdivision. Parcel A consists of approximately 33 acres. Lots 3-5 are bordered by: 1600 South to the north and 1700 South to the south. Lot 3 is also bordered by 500 East to the east.

Mr. Ben Hunter had no concerns and recommended approval.

Mr. Ben Wheat said that they are currently in construction on the first phase, they want to get approval for the next.

Public Hearing Opened

Public Hearing Closed



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action of a Reimbursement Agreement with Patterson Construction, Inc.

SUMMARY RECOMMENDATION Patterson Construction, Inc. proposes a Reimbursement Agreement for system improvements along 300 North of the recently approved Peak Meadows Plat A development.

BACKGROUND The City Council approved the Peak Meadows development at the June 30, 2020 regular session meeting. Patterson Construction has been working closely with the City's Public Works Department on a plan for the upsizing of public improvements along 300 North in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the road improvements along 300 North.

The system improvement impact fees reimbursement adds up to \$8,926.72 for road improvements. The total cost for the system improvements adds up to \$8,926.72.

BUDGET IMPACT An amount no greater than \$8,926.72 for the upsizing of the public improvements along 300 North, which will be applied as road impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement with Patterson Construction, Inc.

SUPPORTING DOCUMENTS

REIMBURSEMENT AGREEMENT - Peak Meadows (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 22 day of September, 2020, by and between Patterson Construction, Inc. with its principal offices located at 11038 Highland Boulevard #100, Highland, Utah 84003 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 14:017:0172 & 14:017:0173 which consists of approximately 3.03 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

- 1. Road.** Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads adjacent to Peak Meadows Plat A constructed wider than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 2. System Improvements Reimbursement.** The public improvements described above are each a System Improvement and collectively the "System Improvements." The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.
- 3. Time of Reimbursement.** The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project.

Completion shall mean completion of construction, inspection and acceptance by the City Council.

4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

6. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

7. Attorney Fees. In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

8. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

9. Severability. The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

10. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

Attachment: REIMBURSEMENT AGREEMENT - Peak Meadows (Reimbursement Agreement with Patterson Construction, Inc.)

EXHIBIT A
Parcel Legal Description

BEGINNING AT A POINT LOCATED SOUTH 0°25'13" EAST ALONG SECTION LINE 490.29 FEET AND EAST 1767.02 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°13'47" WEST ALONG A BOUNDARY LINE AGREEMENT (ENTRY 54276:2001) A DISTANCE OF 118.83 FEET; THENCE NORTH 0°13'39" WEST ALONG THE EASTERLY BOUNDARY OF QUAIL RUN ESTATES PAT "A" A DISTANCE OF 350.15 FEET; THENCE SOUTH 89°55'20" EAST ALONG THE SOUTHERLY BOUNDARY OF KIMBERLY COVE AT QUAIL HOLLOW PLAT "A" A DISTANCE OF 280.08 FEET; THENCE SOUTH 0°25'13" EAST ALONG A FENCE LINE A DISTANCE OF 470.37 FEET; THENCE NORTH 89°33'13" WEST 100.31 FEET; THENCE SOUTH 0°25'13" EAST 0.43 FEET; THENCE NORTH 89°33'13" WEST 181.37 FEET TO THE POINT OF BEGINNING.

AREA = 3.029 ACRES

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 0°25'13" EAST ALONG SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN TO THE SOUTHWEST CORNER OF SAID SECTION 18.

EXHIBIT "B"
Description of Improvements and estimated cost (bid schedule)

Description	Quantity	Unit	Unit Cost	Total Cost
Additional ROW	1408	SF	\$3.86	\$5,434.88
3" Asphalt	1408	SF	\$1.53	\$2,154.24
8" Thick-1 Minus Road Base	1408	SF	\$0.95	\$1,337.60
			Total	\$8,926.72



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action of a Reimbursement Agreement for 620 South with Qelo, LLC for the AF10 Subdivision.

SUMMARY RECOMMENDATION Qelo, LLC propose a Reimbursement Agreement for system improvements along 620 South of the recently approved AF10 development.

BACKGROUND The City Council approved the AF10 Subdivision at the May 5, 2020 special session. Qelo, LLC has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities and roadway improvements along 620 South in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the culinary water, pressurized irrigation and trail improvements along 620 South.

The system improvement impact fees reimbursement adds up to \$17,489.01 for culinary water, \$13,316.00 for pressurized irrigation, \$5,826.00 for roadway improvements and \$36,041.80 for trail improvements. The total cost for the system improvements adds up to \$72,672.81.

BUDGET IMPACT An amount no greater than \$72,672.81 for the upsizing of the public improvements along 620 South which will be applied as culinary water, pressurized irrigation and road impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for 620 South with Qelo, LLC.

SUPPORTING DOCUMENTS

Reimbursement AF10 (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this _____ day of _____, 2020, by and between Qelo, LLC with its principal offices located at 520 South 850 East Suite A1 Lehi, UT 84043 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 45:221:0005 which consists of approximately 9.856779 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

- 1. Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

- 2. Pressurized Irrigation Line.** Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

- 3. Sidewalk/Trail.** Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have a Cycle Track

added adjacent to the roadway to accommodate additional off-site uses and is considered an upsized. Each upsized sidewalk, trail or cycle track is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within AF10 constructed wider and/or thicker than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

5. System Improvements Reimbursement. The public improvements described above are each a System Improvement and collectively the "System Improvements." The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.

6. Time of Reimbursement. The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

7. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

9. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

10. Attorney Fees. In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

11. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

12. Severability. The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

13. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

14. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

Attachment: Reimbursement AF-10 (Reimbursement Agreement for 620 South with Qelo, LLC (AF 10))

EXHIBIT A
Parcel Legal Description

45-221-0005

Part of the South half of Section 22 and the North half of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point, said point being North 550.09 feet and West 2162.11 feet from the Northeast corner of said Section 27 (North Quarter corner of Section 26 being North 89°48'57" East 2652.92 feet from said Northeast corner of Section 27); thence South 00°07'40" East 414.48 feet; thence South 89°52'02" West 150.85 feet; thence South 26°45'40" West 47.24 feet; thence along the arc of a 15.00 foot radius curve to the left a distance of 14.00 feet (curve having a central angle of 53°29'03" and a long chord bears South 00°01'09" West 13.50 feet); thence along the arc of a 63.00 foot radius curve to the right a distance of 63.19 feet (curve having a central angle of 57°28'15" and a long chord bears South 02°00'45" West 60.58 feet); thence South 00°00'58" East 123.78 feet; thence North 89°31'53" West 601.01 feet; thence North 00°58'19" East 498.80 feet; thence South 89°19'32" East 250.00 feet; thence North 00°58'19" East 160.57 feet; thence South 89°01'53" East 50.71 feet; thence along the arc of a 1076.00 foot radius curve to the left a distance of 65.48 feet (curve having a central angle of 03°29'12" and a long chord bears North 89°13'32" East 65.47 feet); thence North 87°28'56" East 364.86 feet; thence South 55°17'33" East 39.47 feet to the point of beginning.

Being part of Lot 1 and Lot 2, Plat A, Lloyd/Chadwick Subdivision.

Attachment: Reimbursement AF-10 (Reimbursement Agreement for 620 South with Qelo, LLC (AF 10))

EXHIBIT "B"Description of Improvements and estimated cost (bid schedule)

Attachment: Reimbursement AF-10 (Reimbursement Agreement for 620 South with Qelo, LLC (AF 10))

Exhibit B - Reimbursement Agreement - AF 10

AF 10 FINAL CONSTRUCTION DRAWINGS					Minimum Standard							10/5/2020
Description	Quantity	UM	Unit Bid Price	Total Bid Price	Description	Quantity	UM	Unit Bid Price	Total Bid Price	Reimbursement	version 3	
Water					Water					Water		
12" Water Main Installed	728	LF	\$45.00	\$32,760.00	8" Water Main Installed	728	LF	\$28.00	\$20,384.00	\$12,376.00		
12" Water Valves	2	EACH	\$4,166.67	\$8,333.34	8" Water Valves	2	EACH	\$1,800.00	\$3,600.00	\$4,733.34		
12" Water Fittings	1	EACH	\$1,166.67	\$1,166.67	8" Water Fittings	1	EACH	\$787.00	\$787.00	\$379.67		
										Subtotal	\$17,489.01	
Secondary					Secondary					Secondary		
12" PI Main Installed	728	LF	\$42.20	\$30,721.60	8" PI Main Installed	728	LF	\$29.20	\$21,257.60	\$9,464.00		
12" PI Valves	2	Each	\$4,150.00	\$8,300.00	8" PI Valves	2	Each	\$2,399.00	\$4,798.00	\$3,502.00		
12" PI Fittings	1	Each	\$1,200.00	\$1,200.00	8" PI Fittings	1	Each	\$850.00	\$850.00	\$350.00		
										Subtotal	\$13,316.00	
Hardscapes - 620 South					Hardscapes					Hardscapes		
4" Asphalt, 10" Roadbase And 14"					Standard 3" Asphalt, 10" Roadbase And 14"							
Subbase	11,652	SF	\$3.80	\$44,277.60	Granular Borrow	11,652	SF	\$3.30	\$38,451.60	\$5,826.00	\$5,826.00	
6' Wide Sidewalk	3,828	SF	\$6.00	\$22,968.00	5' Wide Sidewalk	3,190	SF	\$6.00	\$19,140.00	\$3,828.00		
Bike Lane Curb	618	LF	\$24.00	\$14,832.00	No Bike Lane	0	LF	\$24.00	\$0.00	\$14,832.00		
Bike Lane Asphalt	4,311	SF	\$3.80	\$16,381.80	No Bike Lane	0	SF	\$3.80	\$0.00	\$16,381.80		
Green Paint Bike Lane	400	SF	\$2.50	\$1,000.00	No Bike Lane	0	SF	\$2.50	\$0.00	\$1,000.00		
										Subtotal	\$36,041.80	
										Reimbursement Total	\$ 72,672.81	



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Reimbursement Agreement for 620 South with Qelo, LLC (AF PD South)

SUMMARY RECOMMENDATION Qelo, LLC propose a Reimbursement Agreement for system improvements along 620 South of the recently approved AF PD South PUD development.

BACKGROUND The City Council approved the AF PD South PUD at the May 5, 2020 special session. Qelo, LLC has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities and roadway improvements along 620 South in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the culinary water, cycle track and roadway improvements along 620 South.

The system improvement impact fees reimbursement adds up to \$952.00 for culinary water, \$475.00 for roadway improvements and \$3,142.40 for cycle track trail improvements. The total cost for the system improvements adds up to \$4,569.40.

BUDGET IMPACT An amount no greater than \$4,569.40 for the upsizing of the public improvements along 620 South which will be applied as culinary water, road and trail impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for Qelo, LLC.

SUPPORTING DOCUMENTS

Reimbursement AFD South (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this _____ day of _____, 2020, by and between Qelo, LLC with its principal offices located at 520 South 850 East Suite A1 Lehi, UT 84043 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 35:280:0007 and 35:280:0008 which consists of approximately 4.173495 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

- 1. Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 2. Sidewalk/Trail.** Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have a Cycle Track added adjacent to the roadway to accommodate additional off-site uses and is considered an upsize. Each upsized sidewalk, trail or cycle track is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 3. Road.** Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within AF10 constructed wider and/or thicker

than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. System Improvements Reimbursement. The public improvements described above are each a System Improvement and collectively the "System Improvements." The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.

5. Time of Reimbursement. The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

6. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

8. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

9. Attorney Fees. In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

10. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

11. Severability. The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

12. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

13. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

Attachment: Reimbursement AFPD South (Reimbursement Agreement for 620 South with Qelo, LLC (AF PD South))

EXHIBIT A
Parcel Legal Description

45-221-0005

Part of the South half of Section 22 and the North half of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point, said point being North 550.09 feet and West 2162.11 feet from the Northeast corner of said Section 27 (North Quarter corner of Section 26 being North 89°48'57" East 2652.92 feet from said Northeast corner of Section 27); thence South 00°07'40" East 414.48 feet; thence South 89°52'02" West 150.85 feet; thence South 26°45'40" West 47.24 feet; thence along the arc of a 15.00 foot radius curve to the left a distance of 14.00 feet (curve having a central angle of 53°29'03" and a long chord bears South 00°01'09" West 13.50 feet); thence along the arc of a 63.00 foot radius curve to the right a distance of 63.19 feet (curve having a central angle of 57°28'15" and a long chord bears South 02°00'45" West 60.58 feet); thence South 00°00'58" East 123.78 feet; thence North 89°31'53" West 601.01 feet; thence North 00°58'19" East 498.80 feet; thence South 89°19'32" East 250.00 feet; thence North 00°58'19" East 160.57 feet; thence South 89°01'53" East 50.71 feet; thence along the arc of a 1076.00 foot radius curve to the left a distance of 65.48 feet (curve having a central angle of 03°29'12" and a long chord bears North 89°13'32" East 65.47 feet); thence North 87°28'56" East 364.86 feet; thence South 55°17'33" East 39.47 feet to the point of beginning.

Being part of Lot 1 and Lot 2, Plat A, Lloyd/Chadwick Subdivision.

Attachment: Reimbursement AFPD South (Reimbursement Agreement for 620 South with Qelo, LLC (AF PD South))

EXHIBIT "B"Description of Improvements and estimated cost (bid schedule)

Attachment: Reimbursement AFPD South (Reimbursement Agreement for 620 South with Qelo, LLC (AF PD South))

Exhibit B - Reimbursement Agreement - AF PD SOUTH

AF PD South Construction Drawings					Minimum Standard						10/5/2020
Description	Quantity	UM	Unit Bid Price	Total Bid Price	Description	Quantity	UM	Unit Bid Price	Total Bid Price	Reimbursement	version 1
Water					Water					Water	
12" Water Main Installed	56	LF	\$45.00	\$2,520.00	8" Water Main Installed	56	LF	\$28.00	\$1,568.00	\$952.00	
										Subtotal	\$952.00
Hardscapes - 620 South					Hardscapes					Hardscapes	
4" Asphalt, 10" Roadbase And 14" Subbase	950	SF	\$3.80	\$3,610.00	Standard 3" Asphalt, 10" Roadbase And 14" Granular Borrow	950	SF	\$3.30	\$3,135.00	\$475.00	\$475.00
Bike Lane Curb	60	LF	\$24.00	\$1,440.00	No Bike Lane	0	LF	\$24.00	\$0.00	\$1,440.00	
Bike Lane Asphalt	448	SF	\$3.80	\$1,702.40	No Bike Lane	0	SF	\$3.80	\$0.00	\$1,702.40	
										Subtotal	\$3,142.40
										Reimbursement Total	\$ 4,569.40



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works **Director Approval** Scott Sensanbauger

AGENDA ITEM Review and action of a Reimbursement Agreement for White Horse Developers, LLC for Offsite Sewer

SUMMARY RECOMMENDATION White Horse Developers, LLC proposes a Reimbursement Agreement for system improvements along various roadways of the recently approved Dixie Farms Plat A and Lakeshore Landing Block 5 Plat I developments.

BACKGROUND The City Council approved the Dixie Farms Plat A and Lakeshore Landing Block 5 Plat I development at the May 26, 2020 and June 30, 2020 regular session meeting, respectively. White Horse Developers has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities along the various roadways in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the sewer improvements along the various roadways.

The system improvement impact fees reimbursement adds up to \$363,366.00 for sewer improvements.

BUDGET IMPACT An amount no greater than \$363,366.00 for the upsizing of the public improvements along various roadways, which will be applied as sewer impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for White Horse Developers, LLC.

SUPPORTING DOCUMENTS

Reimbursement Agreement - White Horse Developers for Offsite Sewer (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 13 day of October, 2020, by and between White Horse Developers with its principal offices located at 520 South 850 Eat, Ste. A-4, Lehi, UT 84043 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer constructed public infrastructure on certain parcels of property located in American Fork, Utah County, Utah, which consist of approximately 2.99 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

- 1. Sanitary Sewer Line.** Developer is proposing to install sanitary sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 15, 18, and 24 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 2. System Improvements Reimbursement.** The public improvements described above are each a System Improvement and collectively the "System Improvements." The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.
- 3. Time of Reimbursement.** The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

6. **Modification.** This Agreement may only be modified or altered by a writing signed by both parties.

7. **Attorney Fees.** In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

8. **Execution.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

9. **Severability.** The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

10. **Third-Party Beneficiary Interests.** Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

11. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

WHITE HORSE DEVELOPER, LLC

AMERICAN FORK CITY

By: Grant Lefgren
Its: Member

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to content:

City Engineer

EXHIBIT A
Parcel Legal Description

A 25-foot-wide sewer line easement with 12.50 feet on each side of the following described centerline.

Beginning at a point which is S 89°52'20" W 2749.69 feet along the section line and South 3238.38 feet from the Southeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Thence N 04°22'19" E 389.33 feet; Thence N 73°05'32" E 181.49 feet; Thence N 57°32'26" E 290.94 feet; Thence N 19°33'41" W 135.31 feet; Thence N 09°33'27" W 110.15 feet; Thence N 01°33'05" E 340.74 feet; Thence N 01°33'05" E 168.42 feet; Thence N 01°33'05" E 351.64 feet; Thence N 17°16'38" E 154.18 feet; Thence N 11°09'36" W 400.00 feet; Thence N 24°52'00" E 400.00 feet; Thence N 65°08'00" W 259.34 feet; Thence N 65°08'00" W 400.00 feet; Thence N 65°08'00" W 400.00 feet; Thence N 65°08'00" W 262.07 feet; Thence N 00°00'08" E 298.41 feet; Thence N 00°00'26" W 211.12 feet; Thence N 00°00'10" E 311.53 feet; Thence N 89°00'52" W 153.48 feet; Thence N 01°03'29" E 28.46 feet; Thence North 88°56'31" W 14.55 feet more or less to an existing property line.

Contains: 130,181 Sq. Ft. (or 2.99 Acres)

(Basis of Bearing is South 89°52'20" West between the Southeast Corner and South Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian)

EXHIBIT "B"
Description of Improvements and estimated cost (bid schedule)

See attached.

Dixie A Sewer to 1100 W - White Horse

Description	Quantity	UM	Unit Bid Price	Total Bid Price
SEWER				
Connect to Existing	1	EACH	\$ 8,500.00	\$ 8,500.00
TSSD Metering Manhole	1	EACH	\$ 150,000.00	\$ 150,000.00
24" Sewer	383	LF	\$ 105.00	\$ 40,215.00
18" Sewer	473	LF	\$ 84.00	\$ 39,732.00
15" Sewer	4,375	LF	\$ 79.00	\$ 345,625.00
Upsized Sewer MH (5' Dia) due to pipe increase	12	EACH	\$ 4,900.00	\$ 58,800.00
Sewer Trench Backfill	14,415	CY	\$ 20.00	\$ 288,300.00
Dewatering	1	LS	\$ 25,000.00	\$ 25,000.00
Sewer Testing	1	LS	\$ 13,000.00	\$ 13,000.00
			TOTAL	\$ 969,172.00

Minimum Standard

Description	Quantity	UM	Unit Bid Price	Total Bid Price
Sewer				
Connect to Existing	1	EACH	\$ 8,500.00	\$ 8,500.00
TSSD Metering Manhole	0	EACH	\$ 150,000.00	\$ -
10" Sewer	383	LF	\$ 46.00	\$ 17,618.00
10" Sewer	473	LF	\$ 46.00	\$ 21,758.00
10" Sewer	4375	LF	\$ 46.00	\$ 201,250.00
Upsized Sewer MH (4' Dia) due to pipe increase	12	EACH	\$ 4,100.00	\$ 49,200.00
Sewer Trench Backfill	13849	CY	\$ 20.00	\$ 276,980.00
Dewatering	1	LS	\$ 17,500.00	\$ 17,500.00
Sewer Testing	1	LS	\$ 13,000.00	\$ 13,000.00
			TOTAL	\$605,806.00

Reimbursement Agreement

Description	Total
Sewer	
Connect to Existing	\$ -
TSSD Metering Manhole	\$ 150,000.00
24" Sewer	\$ 22,597.00
18" Sewer	\$ 17,974.00
15" Sewer	\$ 144,375.00
Upsized Sewer MH (5' Dia) due to pipe increase	\$ 9,600.00
Sewer Trench Backfill	\$ 11,320.00
Dewatering	\$ 7,500.00
Sewer Testing	\$ -
TOTAL	\$363,366.00



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action of a Pioneering Agreement for White Horse Developers, LLC.

SUMMARY RECOMMENDATION White Horse Developers proposes a Pioneering Agreement for offsite system improvements along various roadways of the recently approved Rockwell Ranch development.

BACKGROUND The City Council approved the Rockwell Ranch Block 1 Phase 1 and Rockwell Ranch Block 1 Phase 2 final plats at the August 11, 2020 and August 25, 2020 regular session meetings, respectively. White Horse Developers has been working closely with the City's Public Works Department on a plan for the underground utilities along various roadways in compliance with the approved Master Plans.

A Pioneering Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities improvements along various roadways and allocates pro-rated construction costs to the adjacent properties based on their frontage along the various roadways.

The total cost for the system improvements adds up to \$640,106.00.

BUDGET IMPACT No budget impact as all costs will be allocated to the property owners.

SUGGESTED MOTION Move to approve the Pioneering Agreement for White Horse Developer, LLC..

SUPPORTING DOCUMENTS

Pioneering Agreement - White Horse Developers for Offsite Sewer(PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as “Agreement”) is entered into as of this 13 day of October 2020, by and between White Horse Developers, a Limit Liability Company with its principal offices located at 520 South 850 East, Ste. A-4, Lehi, UT 84043 (hereinafter referred to as “Developer”) and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the “City”).

RECITALS

WHEREAS, Developer constructed public infrastructure on certain parcels of property located in American Fork, Utah County, Utah, consisting of 2.99 acres and further described in Exhibit A attached hereto (hereinafter referred to as the “Property”);

WHEREAS, Developer has obtained approvals from the City to develop the Property into a residential subdivision commonly known as Rockwell Ranch. However, development of the Property is subject to the installation of offsite sewer improvements (the “Project Improvements”) identified on Exhibit B attached hereto.

WHEREAS, the Project Improvements will provide direct benefit to other developers and owners of surrounding properties (the “Benefited Properties”) when they develop their properties. The Benefited Properties are identified by tax parcel number and owner in Exhibit C attached hereto.

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the design, construction and installation of the Project Improvements as the Benefited Properties connect and/or utilize the improvements;

WHEREAS, City is willing to administer reimbursement payments from the owners of the Benefitted Properties in accordance with the terms and provisions of this Agreement; and

WHEREAS, this Agreement is entered into to ensure the orderly development of real property within City limits, while maintaining and enhancing property values.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of Rockwell Ranch, and are lawful conditions precedent for the approval and development of Rockwell Ranch.
2. **Developer’s Obligation.** Developer shall install the Project Improvements at Developer’s cost and expense including all costs and expenses associated with engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Project Improvements, in accordance with the construction plans approved

by the City for the development of Rockwell Ranch and/or required by City ordinances and regulations (the “Pioneering Costs”). Pioneering Costs shall bear no interest from the date hereof to date of payment.

3. Approval, Inspection, and Acceptance. Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. Collection of Pioneering Costs. The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. Distribution of Pioneering Costs Received. The funds collected shall be paid by the City to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.
6. Duration of Pioneering Costs for all improvements. If a development application is made after 10 years from the date hereof, there shall be no required payment of Pioneering Costs related to streets as a pre-condition of development approval or issuance of a building permit.

7. Full Compensation. The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for “system improvements” or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. Choice of law. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. Recitals and Exhibits Incorporated. Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. 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.
12. Entire Agreement. This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof
13. Amendment. This Agreement may only be amended by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this ____ day of _____, 2020.

WHITE HORSE DEVELOPERS, LLC

By: _____
Name: Grant Lefgren
Its: Member

State of Utah

County of _____

On the _____ day of _____, 2020, personally appeared before me Grant Lefgren, of White Horse Developers, LLC, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein, and did so of his own voluntary act.

Notary

EXHIBIT A
Parcel Legal Description

A 25-foot-wide sewer line easement with 12.50 feet on each side of the following described centerline.

Beginning at a point which is S 89°52'20" W 2749.69 feet along the section line and South 3238.38 feet from the Southeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Thence N 04°22'19" E 389.33 feet; Thence N 73°05'32" E 181.49 feet; Thence N 57°32'26" E 290.94 feet; Thence N 19°33'41" W 135.31 feet; Thence N 09°33'27" W 110.15 feet; Thence N 01°33'05" E 340.74 feet; Thence N 01°33'05" E 168.42 feet; Thence N 01°33'05" E 351.64 feet; Thence N 17°16'38" E 154.18 feet; Thence N 11°09'36" W 400.00 feet; Thence N 24°52'00" E 400.00 feet; Thence N 65°08'00" W 259.34 feet; Thence N 65°08'00" W 400.00 feet; Thence N 65°08'00" W 400.00 feet; Thence N 65°08'00" W 262.07 feet; Thence N 00°00'08" E 298.41 feet; Thence N 00°00'26" W 211.12 feet; Thence N 00°00'10" E 311.53 feet; Thence N 89°00'52" W 153.48 feet; Thence N 01°03'29" E 28.46 feet; Thence North 88°56'31" W 14.55 feet more or less to an existing property line.

Contains: 130,181 Sq. Ft. (or 2.99 Acres)

(Basis of Bearing is South 89°52'20" West between the Southeast Corner and South Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian)

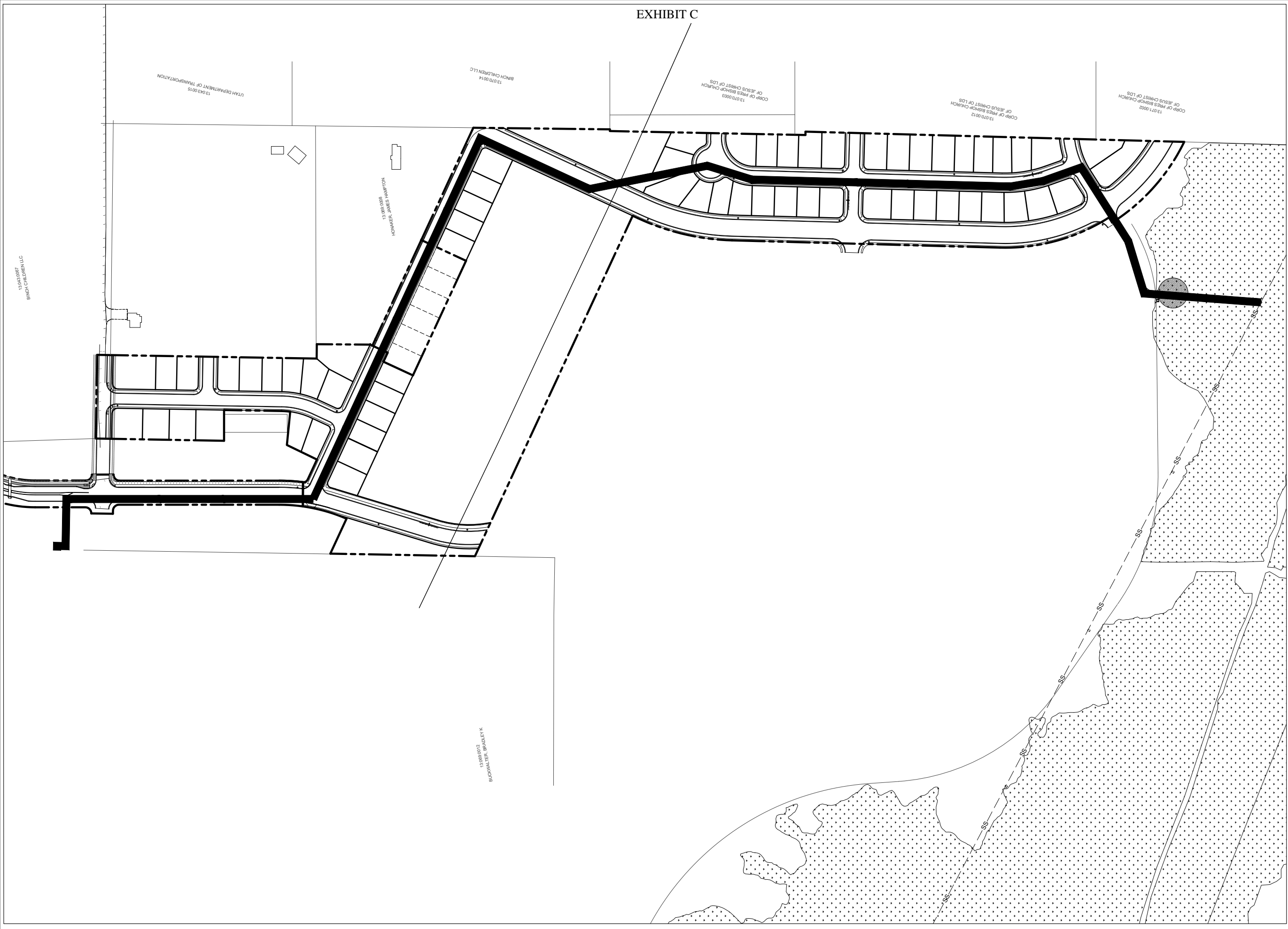
Dixie A Sewer to 1100 W - White Horse				
Description	Quantity	UM	Unit Bid Price	Total Bid Price
SEWER				
Connect to Existing	1	EACH	\$ 8,500.00	\$ 8,500.00
TSSD Metering Manhole	1	EACH	\$ 150,000.00	\$ 150,000.00
24" Sewer	383	LF	\$ 105.00	\$ 40,215.00
18" Sewer	473	LF	\$ 84.00	\$ 39,732.00
15" Sewer	4,375	LF	\$ 79.00	\$ 345,625.00
Upsized Sewer MH (5' Dia) due to pipe increase	12	EACH	\$ 4,900.00	\$ 58,800.00
Sewer MH (5' Dia)	7	Each	\$ 4,900.00	\$ 34,300.00
Sewer Trench Backfill	14,415	CY	\$ 20.00	\$ 288,300.00
Dewatering	1	LS	\$ 25,000.00	\$ 25,000.00
Sewer Testing	1	LS	\$ 13,000.00	\$ 13,000.00
			TOTAL	\$ 1,003,472.00

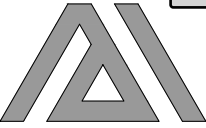
Contract Amount \$ 1,003,472.00
Pioneering Agreement amount \$ 640,106.00

PARCEL	LF	PRICE/LF	TOTAL/PARCEL
Parcel 35:280:0006 (AF PD LLC)	152	\$ 122.06	\$ 18,553.80
Parcel 35:280:0006 (AF PD LLC)	161	\$ 61.03	\$ 9,826.19
Parcel 35:280:0006 (AF PD LLC)	161	\$ 61.03	\$ 9,826.19
Parcel 35:280:0007 (AF PD LLC)	703	\$ 61.03	\$ 42,905.66
Parcel 35:280:0008 (AF PD LLC)	703	\$ 61.03	\$ 42,905.66
Parcel 13:069:0013 (Left Turn)	276	\$ 122.06	\$ 33,689.79
Parcel 13:068:0011 (Left Turn)	259	\$ 122.06	\$ 31,614.69
Parcel 13:069:0017 (Left Turn)	267	\$ 122.06	\$ 32,591.21
Parcel 13:069:0018 (Left Turn)	1,642	\$ 122.06	\$ 200,429.83
Parcel 13:069:0014 (Left Turn)	1,784	\$ 122.06	\$ 217,762.99
TOTAL	5,244		\$ 640,106.00

		Minimum Standard		
Description	Quantity	UM	Unit Bid Price	Total Bid Price
Sewer				
Connect to Existing	1	EACH	\$ 8,500.00	\$ 8,500.00
TSSD Metering Manhole	0	EACH	\$ 150,000.00	\$ -
10" Sewer	383	LF	\$ 46.00	\$ 17,618.00
10" Sewer	473	LF	\$ 46.00	\$ 21,758.00
10" Sewer	4,375	LF	\$ 46.00	\$ 201,250.00
Sewer MH (4' Dia)	12	EACH	\$ 4,100.00	\$ 49,200.00
Sewer MH (5' Dia)	7	EACH	\$ 4,900.00	\$ 34,300.00
Sewer Trench Backfill	13,849	CY	\$ 20.00	\$ 276,980.00
Dewatering	1	LS	\$ 17,500.00	\$ 17,500.00
Sewer Testing	1	LS	\$ 13,000.00	\$ 13,000.00
			TOTAL	\$ 640,106.00

Pioneering Agreement	
Description	Total
Sewer	
Connect to Existing	\$ 8,500.00
TSSD Metering Manhole	\$ -
10" Sewer	\$ 17,618.00
10" Sewer	\$ 21,758.00
10" Sewer	\$ 201,250.00
Upsized Sewer MH (4' Dia) due to pipe increase	\$ 49,200.00
Sewer MH (5' Dia)	\$ 34,300.00
Sewer Trench Backfill	\$ 276,980.00
Dewatering	\$ 17,500.00
Sewer Testing	\$ 13,000.00
TOTAL	\$ 640,106.00







ARDERO

520 South 850 East
Suite A1
Lehi, UT 84043
(385) 484-6337

DEVELOPMENT

900 WEST ROADWAY PHASE 1.2B



SCALE: 1"= 150'



CIVIL ENGINEERING

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

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1		THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.	
2			
3			
4		KENNETH R. BERG	P.E.
5		SERIAL NO. 343802	
6		DATE: 11/07/2019	
7			

ACTION	DATE
FINAL PLAN	11/07/2019

PROJECT

900 WEST ROADWAY PHASE 1.2B

DESCRIPTION

FINAL PLAN

- NOT FOR -
- CONSTRUCTION -

SHEET NAME	SHEET NUMBER
SEWER EASEMENT	C1



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on a Construction Contract for the 36 Inch Water Improvements Project Segment 2(WA202009)

SUMMARY RECOMMENDATION Staff recommends approval of the 36 Inch Water Main Improvements Project (WA202009) construction contract to Condie Construction Company.

BACKGROUND The Engineering Division followed a standard procurement process by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Five different companies provided bids on the project. Condie Construction Company was the lowest acceptable bid based on the criteria in the issued IFB. The project will consist of replacing existing water main lines with a new 36 inch line on Main Street from 200 East to 600 East and up 600 East to 700 North, adding fire hydrants as a safety improvement, new service lines and meters, storm drain improvements on 600 East, and full depth reclamation with cement treated base of 600 East from Main street to 700 North. This project will add about 8,300 feet of new 36 inch main line pipe. The project will cross under the existing UTA railroad tracks on Main Street.

BUDGET IMPACT This contract will be issued as part of the existing, approved, water capital projects budget in connection with the bond from the Department of Water Resources. Work that is specific to storm drain, sewer and pavements will be paid for out of existing capital budgets for the specific components related to those utilities and will not come from the water bond.

SUGGESTED MOTION Mr. Mayor, I move that we accept the bid submitted by Condie Construction Company for construction of the 36 Inch Water Main Improvements Project in the amount of \$10,356,813.70, and approve the construction contract as presented.

SUPPORTING DOCUMENTS

00 52 00 Agreement - AF 36 inch pipeline (PDF)
00 51 00 Notice of Award - Condie (PDF)
AF 36-inch Culinary Segment 2 Bid Tab (PDF)

DOCUMENT 00 52 00**AGREEMENT**

This AGREEMENT is by and between American Fork City (“OWNER”) and
Condie Construction Inc. (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

PART 1 – WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Installing 8,300 feet of 36-inch DIP in American Fork City streets, beginning at 200 East and Main Street, running east to 600 East (Caveman Boulevard), and running north to 700 North. Work includes installing new culinary service connections and fire hydrants within the Project area. Existing culinary water lines must be reconnected to new 36-inch DIP. Also, included is the reconnecting and looping of existing utilities including irrigation, sewer, storm drain, and gas. Work to be performed includes valves, fittings, meters, excavation, backfilling, curb and gutter, road reconstruction and asphalt repaving. The Work features boring underneath a UTA railroad on Main Street, which will require steel casing and carrier pipe.

PART 2 – ENGINEER

2.1 The Project has been designed by Franson Civil Engineers, which is to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 – CONTRACT TIMES

3.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before November 1, 2021 and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before November 15, 2021.

3.3 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 3.1 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.2 above, plus any

extensions thereof allowed in accordance with the Part 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$1500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.2 above for Substantial Completion until the Work is substantially complete.
2. Complete of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER **\$1500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

PART 4 – CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, payment will be an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

PART 5 – PAYMENT PROCEDURES

5.1 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 5.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

36" Culinary Water Line Replacement Project Segment 2 – 600 East & Main Street

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then as long as the character and progress of the Work remain satisfactory to OWNER and ENGINEER, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts set off by OWNER pursuant to Part 14 of the General Conditions, and less 200 percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.8 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.9.

PART 6 – INTEREST

- 6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7 – CONTRACTOR'S REPRESENTATIONS

- 7.1 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and drawings, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at

36" Culinary Water Line Replacement Project Segment 2 – 600 East & Main Street

or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and drawings.

- E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR's entry into this Contract constitutes and incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

PART 8 – CONTRACT DOCUMENTS

8.1 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance, Payment, and other Bonds.
 - 3. 2017 APWA Manual of Standard Specifications including the General Conditions.
 - 4. Modifications to the General Conditions (Supplementary Conditions)
 - 5. All Supplemental Specifications and Special Provisions as listed in the Table of Contents.
 - 6. Drawings as listed on the sheet index.
 - 7. Addenda as issued.

36" Culinary Water Line Replacement Project Segment 2 – 600 East & Main Street

8. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Part 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Part 3.3 of the General Conditions.

PART 9 – MISCELLANEOUS9.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *CONTRACTOR's Certifications*

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

36" Culinary Water Line Replacement Project Segment 2 – 600 East & Main Street

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

American Fork City

By: _____

Title: _____

Attest: _____

Address for giving notices:

American Fork City

275 E. 200 N.

American Fork, UT 84003

Phone No.

801 763-3060

CONTRACTOR

Condie Construction Inc.

By: _____

Title: _____

Attest: _____

Address for giving notices:

53 North 1650 West

Springville, Utah 84663

Phone No.

801-489-3070

License No.: _____
(where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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36" Culinary Water Line Replacement Project Segment 2 – 600 East & Main Street

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DOCUMENT 00 51 00**NOTICE OF AWARD**Date : 10/7/20

Project: 36" Culinary Water Line Replacement Project Segment 2 – 600 East & Main Street

OWNER: American Fork City

Bidder: Condie Construction Inc.Bidder's Address: 53 North 1650 WestSpringville, Utah 84663

You are notified that OWNER has accepted your Bid dated October 7, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 36" Culinary Water Line Replacement Project Segment II – 600 East & Main Street.

The Contract Price of the awarded Contract is \$10,356,813.70.

(written out: Ten million, three hundred fifty-six thousand eight hundred thirteen Dollars and seventy Cents)

CONTRACTOR is responsible to get and use the 2017 APWA Manual of Standard Specifications on this project.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to OWNER 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders, General Conditions (Part 2.1), and Modifications to General Conditions 00 73 00.

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

OWNER

By: _____
Authorized Signature

Title

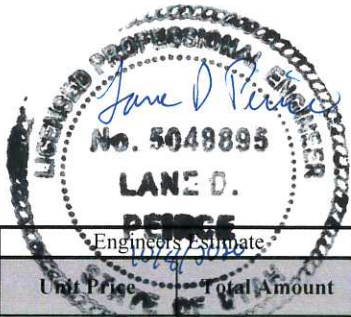
Copy to ENGINEER

Notice of Award
00 51 00-1

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American Fork City

36" Culinary Water Line Replacement Project Segment 2 - 600 East & Main Street



Item	Description	Bid Qunatity	Unit	Engineer's Estimate		Condie Construction		Silver Spur Constuction		VanCon Inc.		Beck Construction & Excavation Inc.		COP Construction LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization	1	LS	\$ 532,400.00	\$ 532,400.00	\$ 787,155.00	\$ 787,155.00	\$ 656,710.00	\$ 656,710.00	\$ 1,255,000.00	\$ 1,255,000.00	\$ 275,000.00	\$ 275,000.00	\$ 845,000.00	\$ 845,000.00
2	Traffic Control, Dust Control	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 495,000.00	\$ 495,000.00	\$ 420,000.00	\$ 420,000.00	\$ 200,000.00	\$ 200,000.00	\$ 515,000.00	\$ 515,000.00	\$ 205,000.00	\$ 205,000.00
3	Public Information and Relations	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 42,000.00	\$ 42,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00
4	Pothole Existing Utilities	50	EA	\$ 880.00	\$ 44,000.00	\$ 600.00	\$ 30,000.00	\$ 550.00	\$ 27,500.00	\$ 1,000.00	\$ 50,000.00	\$ 650.00	\$ 32,500.00	\$ 1,525.00	\$ 76,250.00
5a	Furnish and Install 42" DIP CL250	60	EA	\$ 480.00	\$ 28,800.00	\$ 820.00	\$ 49,200.00	\$ 710.00	\$ 42,600.00	\$ 700.00	\$ 42,000.00	\$ 575.00	\$ 34,500.00	\$ 1,000.00	\$ 60,000.00
5b	Furnish and Install 36" DIP CL250	8240	LF	\$ 430.00	\$ 3,543,200.00	\$ 334.00	\$ 2,752,160.00	\$ 345.00	\$ 2,842,800.00	\$ 365.00	\$ 3,007,600.00	\$ 353.00	\$ 2,908,720.00	\$ 489.00	\$ 4,029,360.00
6	Furnish and Install 18" DIP CL350	80	LF	\$ 175.00	\$ 14,000.00	\$ 208.00	\$ 16,640.00	\$ 200.00	\$ 16,000.00	\$ 175.00	\$ 14,000.00	\$ 158.00	\$ 12,640.00	\$ 240.00	\$ 19,200.00
7	Furnish and Install 12" DIP CL350	100	LF	\$ 93.00	\$ 9,300.00	\$ 161.00	\$ 16,100.00	\$ 150.00	\$ 15,000.00	\$ 250.00	\$ 25,000.00	\$ 115.00	\$ 11,500.00	\$ 230.00	\$ 23,000.00
8	Furnish and Install 10" DIP CL350	80	LF	\$ 91.00	\$ 7,300.00	\$ 152.00	\$ 12,160.00	\$ 140.00	\$ 11,200.00	\$ 180.00	\$ 14,400.00	\$ 105.00	\$ 8,400.00	\$ 300.00	\$ 24,000.00
9	Furnish and Install 8" DIP CL350	1140	LF	\$ 89.00	\$ 101,500.00	\$ 145.50	\$ 165,870.00	\$ 80.00	\$ 91,200.00	\$ 200.00	\$ 228,000.00	\$ 96.00	\$ 109,440.00	\$ 230.00	\$ 262,200.00
10	Furnish and Install 6" DIP CL350	120	LF	\$ 80.00	\$ 9,600.00	\$ 139.00	\$ 16,680.00	\$ 75.00	\$ 9,000.00	\$ 190.00	\$ 22,800.00	\$ 85.00	\$ 10,200.00	\$ 260.00	\$ 31,200.00
11	Furnish and Install 4" DIP CL350	50	LF	\$ 75.00	\$ 3,800.00	\$ 143.00	\$ 7,150.00	\$ 150.00	\$ 7,500.00	\$ 195.00	\$ 9,750.00	\$ 90.00	\$ 4,500.00	\$ 265.00	\$ 13,250.00
12a	Furnish and Install 42" x 42" FL x FL DI Cross	1	EA	\$ 21,050.00	\$ 21,100.00	\$ 60,600.00	\$ 60,600.00	\$ 57,211.00	\$ 57,211.00	\$ 44,800.00	\$ 44,800.00	\$ 66,500.00	\$ 66,500.00	\$ 56,100.00	\$ 56,100.00
12b	Furnish and Install 36" x 36" FL x FL DI Cross	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 28,200.00	\$ 28,200.00	\$ 26,318.00	\$ 26,318.00	\$ 27,000.00	\$ 27,000.00	\$ 32,500.00	\$ 32,500.00	\$ 29,500.00	\$ 29,500.00
13	Furnish and Install 36" x 12" FL x FL DI Cross	4	EA	\$ 1,110.00	\$ 4,400.00	\$ 20,000.00	\$ 80,000.00	\$ 16,350.00	\$ 65,400.00	\$ 17,250.00	\$ 69,000.00	\$ 22,800.00	\$ 91,200.00	\$ 25,500.00	\$ 102,000.00
14	Furnish and Install 36" x 10" FL x FL DI Tee	1	EA	\$ 16,460.00	\$ 16,500.00	\$ 25,000.00	\$ 25,000.00	\$ 21,600.00	\$ 21,600.00	\$ 20,500.00	\$ 20,500.00	\$ 19,500.00	\$ 19,500.00	\$ 27,000.00	\$ 27,000.00
15	Furnish and Install 36" x 8" FL x FL DI Tee	4	EA	\$ 16,420.00	\$ 65,700.00	\$ 19,500.00	\$ 78,000.00	\$ 15,800.00	\$ 63,200.00	\$ 15,000.00	\$ 60,000.00	\$ 19,500.00	\$ 78,000.00	\$ 21,500.00	\$ 86,000.00
16	Furnish and Install 36" x 8" MJ x FL DI Tee	16	EA	\$ 26,220.00	\$ 419,500.00	\$ 17,800.00	\$ 284,800.00	\$ 14,100.00	\$ 225,600.00	\$ 13,300.00	\$ 212,800.00	\$ 16,250.00	\$ 260,000.00	\$ 21,000.00	\$ 336,000.00
17	Furnish and Install 36" x 6" MJ x FL DI Tee	18	EA	\$ 19,100.00	\$ 343,800.00	\$ 17,640.00	\$ 317,520.00	\$ 14,000.00	\$ 252,000.00	\$ 13,300.00	\$ 239,400.00	\$ 16,000.00	\$ 288,000.00	\$ 21,000.00	\$ 378,000.00
18	Furnish and Install 8" x 6" MJ x MJ DI Tee	4	EA	\$ 1,450.00	\$ 5,800.00	\$ 910.00	\$ 3,640.00	\$ 1,350.00	\$ 5,400.00	\$ 1,125.00	\$ 4,500.00	\$ 3,550.00	\$ 14,200.00	\$ 2,500.00	\$ 10,000.00
19	Furnish and Install 8" x 4" MJ x FL DI Tee	2	EA	\$ 1,025.00	\$ 2,100.00	\$ 900.00	\$ 1,800.00	\$ 1,350.00	\$ 2,700.00	\$ 1,100.00	\$ 2,200.00	\$ 3,550.00	\$ 7,100.00	\$ 1,400.00	\$ 2,800.00
20	Furnish and Install 42" x 36" DI Reducer	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 15,600.00	\$ 15,600.00	\$ 19,000.00	\$ 19,000.00	\$ 1,800.00	\$ 1,800.00	\$ 13,100.00	\$ 13,100.00
21	Furnish and Install 42" x 24" DI Reducer	2	EA	\$ 9,000.00	\$ 18,000.00	\$ 13,750.00	\$ 27,500.00	\$ 12,850.00	\$ 25,700.00	\$ 15,000.00	\$ 30,000.00	\$ 14,500.00	\$ 29,000.00	\$ 11,000.00	\$ 22,000.00
22	Furnish and Install 36" x 18" DI Reducer	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 9,075.00	\$ 18,150.00	\$ 8,400.00	\$ 16,800.00	\$ 10,400.00	\$ 20,800.00	\$ 9,175.00	\$ 18,350.00	\$ 6,850.00	\$ 13,700.00
23	Furnish and Install 24" x 18" DI Reducer	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 4,130.00	\$ 4,130.00	\$ 4,700.00	\$ 4,700.00	\$ 5,400.00	\$ 5,400.00	\$ 4,500.00	\$ 4,500.00	\$ 3,600.00	\$ 3,600.00
24	Furnish and Install 24" x 12" DI Reducer	1	EA	\$ 6,300.00	\$ 6,300.00	\$ 3,950.00	\$ 3,950.00	\$ 4,400.00	\$ 4,400.00	\$ 5,100.00	\$ 5,100.00	\$ 4,200.00	\$ 4,200.00	\$ 3,500.00	\$ 3,500.00
25	Furnish and Install 12" x 8" DI Reducer	6	EA	\$ 942.50	\$ 5,700.00	\$ 955.00	\$ 5,730.00	\$ 1,500.00	\$ 9,000.00	\$ 1,800.00	\$ 10,800.00	\$ 1,275.00	\$ 7,650.00	\$ 1,750.00	\$ 10,500.00
26	Furnish and Install 18" x 10" DI Reducer	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,750.00	\$ 2,750.00	\$ 3,200.00	\$ 3,200.00	\$ 2,250.00	\$ 2,250.00	\$ 2,300.00	\$ 2,300.00
27	Furnish and Install 18" x 8" DI Reducer	1	EA	\$ 2,750.00	\$ 2,800.00	\$ 2,100.00	\$ 2,100.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,075.00	\$ 2,075.00	\$ 2,200.00	\$ 2,200.00
28	Furnish and Install 8" x 6" DI Reducer	8	EA	\$ 807.50	\$ 6,500.00	\$ 410.00	\$ 3,280.00	\$ 950.00	\$ 7,600.00	\$ 1,000.00	\$ 8,000.00	\$ 750.00	\$ 6,000.00	\$ 1,500.00	\$ 12,000.00
29	Furnish and Install 8" x 4" DI Reducer	4	EA	\$ 577.50	\$ 2,300.00	\$ 400.00	\$ 1,600.00	\$ 850.00	\$ 3,400.00	\$ 1,000.00	\$ 4,000.00	\$ 725.00	\$ 2,900.00	\$ 1,500.00	\$ 6,000.00
30	Furnish and Install 18" 90° DI Elbow	2	EA	\$ 2,550.00	\$ 5,100.00	\$ 3,965.00	\$ 7,930.00	\$ 3,600.00	\$ 7,200.00	\$ 3,000.00	\$ 6,000.00	\$ 3,800.00	\$ 7,600.00	\$ 3,050.00	\$ 6,100.00
31	Furnish and Install 8" 90° DI Elbow	4	EA	\$ 912.50	\$ 3,700.00	\$ 670.00	\$ 2,680.00	\$ 1,200.00	\$ 4,800.00	\$ 1,000.00	\$ 4,000.00	\$ 1,850.00	\$ 7,400.00	\$ 1,350.00	\$ 5,400.00
32a	Furnish and Install 42" 45° DI Elbow	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 19,700.00	\$ 39,400.00	\$ 16,800.00	\$ 33,600.00	\$ 14,500.00	\$ 29,000.00	\$ 16,200.00	\$ 32,400.00	\$ 22,000.00	\$ 44,000.00
32b	Furnish and Install 36" 45° DI Elbow	2	EA	\$ 8,900.00	\$ 17,800.00	\$ 14,000.00	\$ 28,000.00	\$ 12,700.00	\$ 25,400.00	\$ 10,300.00	\$ 20,600.00	\$ 11,750.00	\$ 23,500.00	\$ 18,000.00	\$ 36,000.00
33	Furnish and Install 12" 45° DI Elbow	4	EA	\$ 1,225.00	\$ 4,900.00	\$ 1,100.00	\$ 4,400.00	\$ 1,700.00	\$ 6,800.00	\$ 1,575.00	\$ 6,300.00	\$ 2,500.00	\$ 10,000.00	\$ 1,600.00	\$ 6,400.00
34a	Furnish and Install 10" 45° DI Elbow	4	EA	\$ 920.00	\$ 3,700.00	\$ 775.00	\$ 3,100.00	\$ 1,500.00	\$ 6,000.00	\$ 1,275.00	\$ 5,100.00	\$ 2,325.00	\$ 9,300.00	\$ 1,400.00	\$ 5,600.00
34b	Furnish and Install 8" 45° DI Elbow	23	EA	\$ 787.50	\$ 18,100.00	\$ 540.00	\$ 12,420.00	\$ 1,200.00	\$ 27,600.00	\$ 950.00	\$ 21,850.00	\$ 1,755.00	\$ 40,365.00	\$ 1,500.00	\$ 34,500.00
35	Furnish and Install 6" 45° DI Elbow	17	EA	\$ 635.00	\$ 10,800.00	\$ 410.00	\$ 6,970.00	\$ 900.00	\$ 15,300.00	\$ 875.00	\$ 14,875.00	\$ 1,680.00	\$ 28,560.00	\$ 1,700.00	\$ 28,900.00
36	Furnish and Install 4" 45° DI Elbow	8	EA	\$ 540.00	\$ 4,300.00	\$ 315.00	\$ 2,520.00	\$ 700.00	\$ 5,600.00	\$ 725.00	\$ 5,800.00	\$ 1,375.00	\$ 11,000.00	\$ 7,300.00	\$ 58,400.00
37	Connect to Existing 12", 10", 8", 6", and 4" Water Lines	37	EA	\$ 1,000.00	\$ 37,000.00	\$ 1,150.00	\$ 42,550.00	\$ 5,400.00	\$ 199,800.00	\$ 2,500.00	\$ 92,500.00	\$ 850.00	\$ 31,450.00	\$ 5,000.00	\$ 185,000.00
38	Line Stop for Existing 12" and 10" Water Lines	11	EA	\$ 5,000.00	\$ 55,000.00	\$ 8,950.00	\$ 98,450.00	\$ 2,500.00	\$ 27,500.00	\$ 8,200.00	\$ 90,200.00	\$ 10,300.00	\$ 113,300.00	\$ 10,000.00	\$ 110,000.00
39	Line Stop for Existing 8" and 6" Water Lines	12	EA	\$ 4,200.00	\$ 50,400.00	\$ 6,200.00	\$ 74,400.00	\$ 1,800.00	\$ 21,600.00	\$ 5,200.00	\$ 62,400.00	\$ 7,275.00	\$ 87,300.00	\$ 8,500.00	\$ 102,000.00
40	Line Stop for Existing 4" Water Lines	4	EA	\$ 3,800.00	\$ 15,200.00	\$ 3,600.00	\$ 14,400.00	\$ 1,800.00	\$ 7,200.00	\$ 2,800.00	\$ 11,200.00	\$ 4,275.00	\$ 17,100.00	\$ 5,500.00	\$ 22,000.00
41a	Furnish and Install 42" Double Eccentric Butterfly Valve	1	EA	\$ 35,000.00	\$ 35,000.00	\$ 65,000.00	\$ 65,000.00	\$ 61,000.00	\$ 61,000.00	\$ 61,000.00	\$ 61,000.00	\$ 67,650.00	\$ 67,650.00	\$ 54,000.00	\$ 54,000.00
41b	Furnish and Install 36" Double Eccentric Butterfly Valve	21	EA	\$ 28,125.00	\$ 590,600.00	\$ 33,700.00	\$ 707,700.00	\$ 35,700.00	\$ 749,700.00	\$ 31,000.00	\$ 651,000.00	\$ 41,500.00	\$ 871,500.00	\$ 33,000.00	\$ 693,000.00
42	Furnish and Install 18" Double Eccentric Butterfly Valve	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 9,950.00	\$ 9,950.00	\$ 11,200.00	\$ 11,200.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
43	Furnish and Install 12" Gate Valve	2	EA	\$ 4,650.00	\$ 9,300.00	\$ 2,550.00	\$ 5,100.00	\$ 3,300.00	\$ 6,600.00	\$ 3,900.00	\$ 7,800.00	\$ 4,500.00	\$ 9,000.00	\$ 3,100.00	\$ 6,200.00
44	Furnish and Install 10" Gate Valve	2	EA	\$ 3,240.00	\$ 6,500.00	\$ 2,100.00	\$ 4,200.00	\$ 2,900.00	\$ 5,800.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,700.00	\$ 5,400.00
45	Furnish and Install 8" Gate Valve	27	EA	\$ 2,330.00	\$ 62,900.00	\$ 1,380.00	\$ 37,260.00	\$ 2,100.00	\$ 56,700.00	\$ 2,500.00	\$ 67,500.00	\$ 2,900.00	\$ 78,300.00	\$ 2,800.00	\$ 75,600.00
46	Furnish and Install 4" Gate Valve	2	EA	\$ 1,470.00	\$ 2,900.00	\$ 790.00	\$ 1,580.00	\$ 1,300.00	\$ 2,600.00	\$ 1,800.00	\$ 3,600.00	\$ 2,200.00	\$ 4,400.00	\$ 1,500.00	\$ 3,000.00
47	Connect to Existing Fire Suppression System	2	EA	\$ 22,000.00	\$ 44,000.00	\$ 12,550.00	\$ 25,100.00	\$ 16,500.00	\$ 33,000.00	\$ 20,000.00	\$ 40,000.00	\$ 20,250.00	\$ 40,500.00	\$ 13,000.00	\$ 26,000.00
48	Furnish and Install Fire Hydrant, Tee, Pipe, and Valve	23	EA	\$ 5,000.00	\$ 115,000.00	\$ 7,100.00	\$ 163,300.00	\$ 6,500.00	\$ 149,500.00	\$ 11,500.00	\$ 264,500.00	\$ 11,000.00	\$ 253,000.00	\$ 9,000.00	\$ 207,000.00
49	Remove Existing Fire Hydrant	10	EA	\$ 1,425.00	\$ 14,300.00	\$ 1,610.00	\$ 16,100.00	\$ 1,200.00	\$ 12,000.00	\$ 800.00	\$ 8,000.00	\$ 2,900.00	\$ 29,000.00	\$ 2,000.00	\$ 20,000.00
50	Abandon Existing Valve	52	EA	\$ 788.00	\$ 41,000.00	\$ 440.00	\$ 22,880.00	\$ 375.00	\$ 19,500.00	\$ 600.00	\$ 31,200.00	\$ 725.00	\$ 37,700.00	\$ 2,000.00	\$ 104,000.00

Attachment: AF 36-inch Culinary Segment 2 Bid Tab

American Fork City

36" Culinary Water Line Replacement Project Segment 2 - 600 East & Main Street

Item	Description	Bid Qunatity	Unit	Engineers Estimate		Condie Construction		Silver Spur Constuction		VanCon Inc.		Beck Construction & Excavation Inc.		COP Construction LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
51	Use End Cap to Abandon Existing Water Lines	47	EA	\$ 640.00	\$ 30,100.00	\$ 260.00	\$ 12,220.00	\$ 2,500.00	\$ 117,500.00	\$ 1,500.00	\$ 70,500.00	\$ 1,750.00	\$ 82,250.00	\$ 2,300.00	\$ 108,100.00
52	Abandon Existing 2" Water Line and Valve on 500 East	1	LS	\$ 1,150.00	\$ 1,200.00	\$ 825.00	\$ 825.00	\$ 5,000.00	\$ 5,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,725.00	\$ 1,725.00	\$ 4,000.00	\$ 4,000.00
53	Furnish and Install Prefabricated 36" Steel Loop	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 38,000.00	\$ 76,000.00	\$ 60,000.00	\$ 120,000.00	\$ 55,000.00	\$ 110,000.00	\$ 60,000.00	\$ 120,000.00	\$ 65,000.00	\$ 130,000.00
54	Furnish and Install Prefabricated 36" Steel S-Bend	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 28,700.00	\$ 57,400.00	\$ 40,000.00	\$ 80,000.00	\$ 35,000.00	\$ 70,000.00	\$ 50,000.00	\$ 100,000.00	\$ 41,000.00	\$ 82,000.00
55	Furnish and Install 42" SCH 30 Steel Casing Pipe Underneath Railroad Using Jack and Bore Method	150	LF	\$ 1,700.00	\$ 255,000.00	\$ 1,105.00	\$ 165,750.00	\$ 2,150.00	\$ 322,500.00	\$ 1,200.00	\$ 180,000.00	\$ 2,000.00	\$ 300,000.00	\$ 1,700.00	\$ 255,000.00
56	Furnish and Install 36" STD Steel Carrier Pipe with Spacers	155	LF	\$ 480.00	\$ 74,400.00	\$ 610.00	\$ 94,550.00	\$ 420.00	\$ 65,100.00	\$ 725.00	\$ 112,375.00	\$ 850.00	\$ 131,750.00	\$ 960.00	\$ 148,800.00
57	Furnish and Install 1" Water Service and Install Owner Supplied Water Meter	115	EA	\$ 3,600.00	\$ 414,000.00	\$ 4,930.00	\$ 566,950.00	\$ 3,600.00	\$ 414,000.00	\$ 3,700.00	\$ 425,500.00	\$ 4,600.00	\$ 529,000.00	\$ 4,100.00	\$ 471,500.00
58	Furnish and Install 1-1/2" Water Service and Install Owner Supplied Water Meter	2	EA	\$ 4,200.00	\$ 8,400.00	\$ 5,525.00	\$ 11,050.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	\$ 7,500.00	\$ 15,000.00	\$ 8,600.00	\$ 17,200.00
59	Furnish and Install 4" Water Service and Install Owner Supplied Water Meter	1	EA	\$ 28,000.00	\$ 28,000.00	\$ 22,425.00	\$ 22,425.00	\$ 19,000.00	\$ 19,000.00	\$ 42,000.00	\$ 42,000.00	\$ 31,625.00	\$ 31,625.00	\$ 22,100.00	\$ 22,100.00
60	On-Call Plumber For Water Service Conflicts	30	EA	\$ 220.00	\$ 6,600.00	\$ 550.00	\$ 16,500.00	\$ 1,300.00	\$ 39,000.00	\$ 550.00	\$ 16,500.00	\$ 1,800.00	\$ 54,000.00	\$ 400.00	\$ 12,000.00
61	Replace Residential Sewer Lateral with 4" HDPE DR 32.5	43	EA	\$ 3,500.00	\$ 150,500.00	\$ 2,500.00	\$ 107,500.00	\$ 4,000.00	\$ 172,000.00	\$ 1,300.00	\$ 55,900.00	\$ 3,000.00	\$ 129,000.00	\$ 3,000.00	\$ 129,000.00
62	Loop Existing Irrigation Lines	14	EA	\$ 6,075.00	\$ 85,100.00	\$ 3,790.00	\$ 53,060.00	\$ 2,600.00	\$ 36,400.00	\$ 500.00	\$ 7,000.00	\$ 1,500.00	\$ 21,000.00	\$ 1,700.00	\$ 23,800.00
63	Furnish and Install Precast Concrete Manhole	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 4,060.00	\$ 4,060.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,250.00	\$ 10,250.00	\$ 8,000.00	\$ 8,000.00
64	Remove and Replace Sidewalk	880	SF	\$ 15.00	\$ 13,200.00	\$ 14.25	\$ 12,540.00	\$ 13.00	\$ 11,440.00	\$ 14.00	\$ 12,320.00	\$ 15.00	\$ 13,200.00	\$ 7.50	\$ 6,600.00
65	Remove and Replace Curb and Gutter	120	LF	\$ 54.00	\$ 6,500.00	\$ 45.35	\$ 5,442.00	\$ 60.00	\$ 7,200.00	\$ 40.00	\$ 4,800.00	\$ 50.00	\$ 6,000.00	\$ 55.00	\$ 6,600.00
66	Remove and Replace Waterway	70	LF	\$ 107.00	\$ 7,500.00	\$ 18.30	\$ 1,281.00	\$ 80.00	\$ 5,600.00	\$ 115.00	\$ 8,050.00	\$ 125.00	\$ 8,750.00	\$ 33.00	\$ 2,310.00
67	Furnish and Install Storm Drain Curb Inlet and Sump Assembly	19	EA	\$ 8,000.00	\$ 152,000.00	\$ 22,600.00	\$ 429,400.00	\$ 15,000.00	\$ 285,000.00	\$ 28,000.00	\$ 532,000.00	\$ 16,500.00	\$ 313,500.00	\$ 37,500.00	\$ 712,500.00
68	Cut and Cap Existing Storm Drain	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 610.00	\$ 1,220.00	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00
69	Remove Existing Storm Drain Pipe/Culvert, Up to 24 Inch	1765	LF	\$ 20.00	\$ 35,300.00	\$ 13.00	\$ 22,945.00	\$ 10.00	\$ 17,650.00	\$ 40.00	\$ 70,600.00	\$ 52.00	\$ 91,780.00	\$ 19.00	\$ 33,535.00
70	Remove Existing Storm Drain Structure	16	EA	\$ 700.00	\$ 11,200.00	\$ 315.00	\$ 5,040.00	\$ 750.00	\$ 12,000.00	\$ 700.00	\$ 11,200.00	\$ 1,100.00	\$ 17,600.00	\$ 660.00	\$ 10,560.00
71	Remove Sidewalk/Driveway	1680	SF	\$ 4.00	\$ 6,720.00	\$ 2.50	\$ 4,200.00	\$ 6.00	\$ 10,080.00	\$ 2.00	\$ 3,360.00	\$ 6.00	\$ 10,080.00	\$ 2.20	\$ 3,696.00
72	Remove Curb and Gutter	520	LF	\$ 13.50	\$ 7,020.00	\$ 7.15	\$ 3,718.00	\$ 10.00	\$ 5,200.00	\$ 8.00	\$ 4,160.00	\$ 8.00	\$ 4,160.00	\$ 9.40	\$ 4,888.00
73	Remove Asphalt to 12' Width on Main Street	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 13,775.00	\$ 13,775.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 90,000.00	\$ 90,000.00	\$ 7,500.00	\$ 7,500.00
74	Remove Trash Grate	2	EA	\$ 200.00	\$ 400.00	\$ 115.00	\$ 230.00	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00
75	Remove Gutter Ramp/Bridge	33	LF	\$ 30.00	\$ 990.00	\$ 7.15	\$ 235.95	\$ 15.00	\$ 495.00	\$ 20.00	\$ 660.00	\$ 525.00	\$ 17,325.00	\$ 46.00	\$ 1,518.00
76a	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00	\$ 325,000.00	\$ 325,000.00	\$ 32,000.00	\$ 32,000.00
76b	Tree Trimming	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 4,200.00	\$ 4,200.00	\$ 30,000.00	\$ 30,000.00	\$ 4,800.00	\$ 4,800.00
77	Cap Pipe w Concrete	28	EA	\$ 200.00	\$ 5,600.00	\$ 610.00	\$ 17,080.00	\$ 1,500.00	\$ 42,000.00	\$ 1,400.00	\$ 39,200.00	\$ 1,100.00	\$ 30,800.00	\$ 1,650.00	\$ 46,200.00
78	Remove and Reinstall Fence	1	LS	\$ 1,600.00	\$ 1,600.00	\$ 8,620.00	\$ 8,620.00	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00	\$ 18,000.00	\$ 2,700.00	\$ 2,700.00
79	Relocate Mailbox	9	EA	\$ 300.00	\$ 2,700.00	\$ 322.00	\$ 2,898.00	\$ 200.00	\$ 1,800.00	\$ 600.00	\$ 5,400.00	\$ 400.00	\$ 3,600.00	\$ 2,000.00	\$ 18,000.00
80	Relocate Sign	5	EA	\$ 300.00	\$ 1,500.00	\$ 322.00	\$ 1,610.00	\$ 450.00	\$ 2,250.00	\$ 400.00	\$ 2,000.00	\$ 450.00	\$ 2,250.00	\$ 330.00	\$ 1,650.00
81	24 Inch Curb and Gutter	4740	LF	\$ 30.00	\$ 142,200.00	\$ 38.20	\$ 181,068.00	\$ 35.00	\$ 165,900.00	\$ 35.00	\$ 165,900.00	\$ 38.00	\$ 180,120.00	\$ 24.00	\$ 113,760.00
82	Waterway Transition Structure	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,475.00	\$ 1,475.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,210.00	\$ 4,210.00	\$ 270.00	\$ 270.00
83a	Concrete Sidewalk 4 Inch Thick	726	SF	\$ 8.85	\$ 6,425.10	\$ 11.80	\$ 8,566.80	\$ 16.00	\$ 11,616.00	\$ 10.00	\$ 7,260.00	\$ 15.00	\$ 10,890.00	\$ 5.90	\$ 4,283.40
83b	Stamped Concrete	2040	SF	\$ 15.00	\$ 30,600.00	\$ 13.70	\$ 27,948.00	\$ 17.00	\$ 34,680.00	\$ 13.00	\$ 26,520.00	\$ 30.00	\$ 61,200.00	\$ 9.10	\$ 18,564.00
84	Driveway Approach	2390	SF	\$ 11.50	\$ 27,485.00	\$ 15.70	\$ 37,523.00	\$ 18.00	\$ 43,020.00	\$ 11.00	\$ 26,290.00	\$ 26.00	\$ 62,140.00	\$ 11.00	\$ 26,290.00
85	Two Way ADA Pedestrian Ramp	15	EA	\$ 4,700.00	\$ 70,500.00	\$ 1,600.00	\$ 24,000.00	\$ 8,100.00	\$ 121,500.00	\$ 3,500.00	\$ 52,500.00	\$ 8,000.00	\$ 120,000.00	\$ 3,200.00	\$ 48,000.00
86	One Way ADA Pedestrian Ramp	23	EA	\$ 3,700.00	\$ 85,100.00	\$ 1,365.00	\$ 31,395.00	\$ 4,500.00	\$ 103,500.00	\$ 3,000.00	\$ 69,000.00	\$ 7,000.00	\$ 161,000.00	\$ 1,600.00	\$ 36,800.00
87	Mid Block ADA Pedestrian Ramp	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,365.00	\$ 2,730.00	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 6,000.00	\$ 12,000.00	\$ 1,600.00	\$ 3,200.00
88	Roadway Excavation	3915	CY	\$ 19.00	\$ 74,385.00	\$ 23.80	\$ 93,177.00	\$ 20.00	\$ 78,300.00	\$ 45.00	\$ 176,175.00	\$ 75.00	\$ 293,625.00	\$ 22.00	\$ 86,130.00
89	Granular Borrow	400	TON	\$ 40.00	\$ 16,000.00	\$ 30.00	\$ 12,000.00	\$ 18.00	\$ 7,200.00	\$ 40.00	\$ 16,000.00	\$ 75.00	\$ 30,000.00	\$ 11.00	\$ 4,400.00
90	Untreated Base Course (8 Inch)	1230	CY	\$ 40.00	\$ 49,200.00	\$ 43.70	\$ 53,751.00	\$ 45.00	\$ 55,350.00	\$ 42.00	\$ 51,660.00	\$ 80.00	\$ 98,400.00	\$ 27.00	\$ 33,210.00
91	Cement Treated Base Course (6 Inch)	1250	CY	\$ 90.00	\$ 112,500.00	\$ 91.50	\$ 114,375.00	\$ 96.00	\$ 120,000.00	\$ 90.00	\$ 112,500.00	\$ 135.00	\$ 168,750.00	\$ 86.00	\$ 107,500.00
92	Full Depth Reclamation (6 Inch)	3672	CY	\$ 50.00	\$ 183,600.00	\$ 55.50	\$ 203,796.00	\$ 58.00	\$ 212,976.00	\$ 50.00	\$ 183,600.00	\$ 80.00	\$ 293,760.00	\$ 51.00	\$ 187,272.00
93	Hot Mix Asphalt Main Street	1788	TON	\$ 100.00	\$ 178,800.00	\$ 77.80	\$ 139,106.40	\$ 97.50	\$ 174,330.00	\$ 120.00	\$ 214,560.00	\$ 120.00	\$ 214,560.00	\$ 86.00	\$ 153,768.00
94	Hot Mix Asphalt Caveman Blvd	7230	TON	\$ 75.00	\$ 542,250.00	\$ 77.80	\$ 562,494.00	\$ 82.00	\$ 592,860.00	\$ 75.00	\$ 542,250.00	\$ 95.00	\$ 686,850.00	\$ 73.00	\$ 527,790.00
95	Adjust Monument	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 520.00	\$ 520.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 370.00	\$ 370.00
96	Adjust Valve Box	108	EA	\$ 500.00	\$ 54,000.00	\$ 520.00	\$ 56,160.00	\$ 540.00	\$ 58,320.00	\$ 750.00	\$ 81,000.00	\$ 700.00	\$ 75,600.00	\$ 530.00	\$ 57,240.00
97	Adjust Manhole	63	EA	\$ 700.00	\$ 44,100.00	\$ 750.00	\$ 47,250.00	\$ 820.00	\$ 51,660.00	\$ 1,000.00	\$ 63,000.00	\$ 1,100.00	\$ 69,300.00	\$ 860.00	\$ 54,180.00
98	Pavement Marking and Striping Yellow Paint	67	GAL	\$ 53.00	\$ 3,551.00	\$ 28.60	\$ 1,916.20	\$ 50.00	\$ 3,350.00	\$ 26.00	\$ 1,742.00	\$ 55.00	\$ 3,685.00	\$ 41.00	\$ 2,747.00

American Fork City

36" Culinary Water Line Replacement Project Segment 2 - 600 East & Main Street

Item	Description	Bid Qunatity	Unit	Engineers Estimate		Condie Construction		Silver Spur Constuction		VanCon Inc.		Beck Construction & Excavation Inc.		COP Construction LLC	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
99	Pavement Marking and Striping White Paint	11	GAL	\$ 100.00	\$ 1,100.00	\$ 34.35	\$ 377.85	\$ 65.00	\$ 715.00	\$ 32.00	\$ 352.00	\$ 55.00	\$ 605.00	\$ 41.00	\$ 451.00
100	Pavement Message	35	EA	\$ 150.00	\$ 5,250.00	\$ 23.00	\$ 805.00	\$ 70.00	\$ 2,450.00	\$ 22.00	\$ 770.00	\$ 75.00	\$ 2,625.00	\$ 49.00	\$ 1,715.00
101	Topsoil	225	CY	\$ 50.00	\$ 11,250.00	\$ 73.50	\$ 16,537.50	\$ 20.00	\$ 4,500.00	\$ 150.00	\$ 33,750.00	\$ 70.00	\$ 15,750.00	\$ 53.00	\$ 11,925.00
102	Weed Fabric	745	SY	\$ 5.00	\$ 3,725.00	\$ 3.00	\$ 2,235.00	\$ 15.00	\$ 11,175.00	\$ 5.00	\$ 3,725.00	\$ 15.00	\$ 11,175.00	\$ 5.30	\$ 3,948.50
103	6 Inch Cobble	255	CY	\$ 55.00	\$ 14,025.00	\$ 61.00	\$ 15,555.00	\$ 60.00	\$ 15,300.00	\$ 125.00	\$ 31,875.00	\$ 160.00	\$ 40,800.00	\$ 32.00	\$ 8,160.00
104	Reinstall Rip Rap	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,530.00	\$ 1,530.00	\$ 4,500.00	\$ 4,500.00	\$ 1,600.00	\$ 1,600.00	\$ 15,000.00	\$ 15,000.00	\$ 6,400.00	\$ 6,400.00
105	Six 2-Inch Conduits	285	LF	\$ 35.50	\$ 10,117.50	\$ 91.20	\$ 25,992.00	\$ 42.00	\$ 11,970.00	\$ 100.00	\$ 28,500.00	\$ 100.00	\$ 28,500.00	\$ 40.00	\$ 11,400.00
106	Type II Junction Box	4	EA	\$ 2,200.00	\$ 8,800.00	\$ 2,200.00	\$ 8,800.00	\$ 1,000.00	\$ 4,000.00	\$ 2,100.00	\$ 8,400.00	\$ 2,425.00	\$ 9,700.00	\$ 1,400.00	\$ 5,600.00
107	Corrosion Monitoring	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 122,000.00	\$ 122,000.00	\$ 230,850.00	\$ 230,850.00	\$ 325,000.00	\$ 325,000.00	\$ 250,000.00	\$ 250,000.00	\$ 212,000.00	\$ 212,000.00
108a	Contingent Pay Sum	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
108b	Railroad Bore Allowance	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Base Bid Total				\$ 10,051,493.60		Base Bid Total	\$ 10,356,813.70	Base Bid Total	\$ 10,613,226.00	Base Bid Total	\$ 11,433,729.00	Base Bid Total	\$ 12,228,140.00	Base Bid Total	\$ 12,678,390.90
	Additive Alternate #1														
109	Increase or Decrease of 1% Cement	80	CY	\$ 250.00	\$ 20,000.00	\$410.00	\$ 32,800.00	\$ 480.00	\$ 38,400.00	\$ 400.00	\$ 32,000.00	\$ 525.00	\$ 42,000.00	430	\$ 34,400.00
110	Pulverized Lateral Repair and Reconnect	10	EA	\$ 2,000.00	\$ 20,000.00	\$4,500.00	\$ 45,000.00	\$ 3,500.00	\$ 35,000.00	\$ 475.00	\$ 4,750.00	\$ 1,600.00	\$ 16,000.00	40	\$ 400.00
Alternate Total				\$ 40,000.00		Alternate Total	\$ 77,800.00	Alternate Total	\$ 73,400.00	Alternate Total	\$ 36,750.00	Alternate Total	\$ 58,000.00	Alternate Total	\$ 34,800.00

Denotes different value from bid form.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action on a Construction Contract for the 200 South Water Main Improvements Project (WA202008)

SUMMARY RECOMMENDATION Staff recommends approval of the 200 South Water Main Improvements Project (WA202008) construction contract to B.D. Bush Excavation.

BACKGROUND The Engineering Division followed a standard procurement process by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Eight different companies provided bids on the project. B.D. Bush Excavation was the lowest acceptable bid based on the criteria in the issued IFB. The project will consist of adding or replacing water lines on 200 South from 300 West to Mill Pond Road (American Fork City limits), adding fire hydrants as a safety improvement, and new service lines and meters. This project will add about 6,600 feet of new main line pipe.

BUDGET IMPACT This contract will be issued as part of the existing, approved, water capital projects budget in connection with the bond from the Department of Water Resources..

SUGGESTED MOTION Mr. Mayor, I move that we accept the bid submitted by B.D. Bush Excavation for construction of the 200 South Water Main Improvements Project in the amount of \$3,375,961.60, and approve the construction contract as presented.

SUPPORTING DOCUMENTS

00 52 00 Agreement BD Bush (PDF)
00 51 00 Notice of Award BD Bush (PDF)
Bid Tabulation Details (PDF)

200 South Water Main Improvements Project
American Fork, Utah

DOCUMENT 00 52 00

AGREEMENT

This AGREEMENT is by and between American Fork City (“OWNER”) and
B.D. Bush Excavation (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

PART 1 – WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
 - A. Construct approximately 6,600 total linear feet of ductile iron water main in 200 South from Mill Pond Road to 1100 West and from 900 West to 300 West. Also connect to existing water lines at each intersection. Work includes excavation, backfilling, and pavement restoration, and installing service connections, fire hydrants, air vacs, blow offs, valves, and fittings as shown in the project drawings. Work also includes jacking and boring a 42-inch steel casing approximately 150 feet long under the existing railroad tracks, which must be coordinated with UTA and UPRR.

PART 2 – ENGINEER

- 2.1 The Project has been designed by PEPG Consulting, which is to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 – CONTRACT TIMES

- 3.1 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.2 *Dates for Substantial Completion and Final Payment*
 - A. The Work will be substantially completed on or before **September 1, 2021**, and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before **September 30, 2021**.
- 3.3 *Liquidated Damages*
 - A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 3.1 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Part 12 of the General

Agreement
00 52 00-1

200 South Water Main Improvements Project
American Fork, Utah

Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.2 above for Substantial Completion until the Work is substantially complete.
2. Complete of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

PART 4 – CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, payment will be an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

PART 5 – PAYMENT PROCEDURES

- 5.1 *Submittal and Processing of Payments*
 - A. CONTRACTOR shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2 *Progress Payments; Retainage*
 - A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the [first] day of each month during performance of the Work as provided in Paragraph 5.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

200 South Water Main Improvements Project
American Fork, Utah

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, then as long as the character and progress of the Work remain satisfactory to OWNER and ENGINEER, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts set off by OWNER pursuant to Part 14 of the General Conditions, and less 200 percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.3 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.8 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.9.

PART 6 – INTEREST

- 6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7 – CONTRACTOR'S REPRESENTATIONS

- 7.1 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and drawings, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at

or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and drawings.

- E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR's entry into this Contract constitutes and incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

PART 8 – CONTRACT DOCUMENTS

8.1 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance, Payment, and other Bonds.
 - 3. 2017 APWA Manual of Standard Specifications including the General Conditions.
 - 4. Modifications to the General Conditions (Supplementary Conditions).
 - 5. All Supplemental Specifications and Special Provisions as listed in the Table of Contents.
 - 6. Drawings as listed on the sheet index.
 - 7. Addenda as issued.

200 South Water Main Improvements Project
American Fork, Utah

8. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid.
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Part 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Part 3.3 of the General Conditions.

PART 9 – MISCELLANEOUS

9.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *CONTRACTOR's Certifications*

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

200 South Water Main Improvements Project
American Fork, Utah

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

American Fork City

By: _____

Title: _____

Attest: _____

Address for giving notices:

American Fork City

51 East Main Street

American Fork, Utah 84003

Phone No.

801-763-3060

CONTRACTOR

B.D. Bush Excavation

By: _____

Title: _____

Attest: _____

Address for giving notices:

B.D. Bush Excavation

14676 South 855 West

Bluffdale, Utah 84065

Phone No.

801-523-7900

License No.: _____
5209005-5501
(where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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and American Society of Civil Engineers. All rights reserved.

Attachment: 00 52 00 Agreement BD Bush (200 South Water Main Improvements Project (WA202008) Construction Contract)

DOCUMENT 00 51 00

NOTICE OF AWARD

Date : October 7, 2020

Project: 200 South Water Main Improvements Project
 OWNER: American Fork City

Bidder: B.D. Bush Excavation

Bidder's Address: 14676 South 855 West

Bluffdale, Utah 84065

You are notified that OWNER has accepted your Bid dated October 6, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 200 South Water Main Improvements Project.

The Contract Price of the awarded Contract is \$ 3,375,961.60.

(written out: Three million three hundred seventy-five thousand nine hundred sixty-one Dollars and sixty Cents)

CONTRACTOR is responsible to get and use the 2017 APWA Manual of Standard Specifications on this project.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to OWNER [☒] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders, General Conditions (Part 2.1), and Modifications to General Conditions 00 73 00.

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

American Fork City
 OWNER

By: _____
 Authorized Signature

 Title

Copy to ENGINEER

Notice of Award
 00 51 00-1

Packet Pg. 146

Attachment: 00 51 00 Notice of Award BD Bush (200 South Water Main Improvements Project (WA202008) Construction Contract)

American Fork City Bid Opening Results
200 South Water Main Improvements

October 6, 2020 at 2:00pm
 Engineer's Estimate = \$4,245,500

Item	Unit	Quantity	B.D. Bush		Beck		Condie		COP		Landmark		Newman		Nolan & Son		Silver Spur	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	Lump	1	\$ 122,068.40	\$ 122,068.40	\$ 150,000.00	\$ 150,000.00	\$ 248,250.00	\$ 248,250.00	\$ 371,900.00	\$ 371,900.00	\$ 285,450.00	\$ 285,450.00	\$ 88,956.25	\$ 88,956.25	\$ 72,040.00	\$ 72,040.00	\$ 264,707.00	\$ 264,707.00
Quality Control	Lump	1	\$ 10,857.70	\$ 10,857.70	\$ 30,000.00	\$ 30,000.00	\$ 22,500.00	\$ 22,500.00	\$ 19,000.00	\$ 19,000.00	\$ 26,220.00	\$ 26,220.00	\$ 22,500.00	\$ 22,500.00	\$ 23,100.00	\$ 23,100.00	\$ 21,000.00	\$ 21,000.00
Traffic Control	Lump	1	\$ 36,033.00	\$ 36,033.00	\$ 130,000.00	\$ 130,000.00	\$ 115,000.00	\$ 115,000.00	\$ 33,000.00	\$ 33,000.00	\$ 86,305.00	\$ 86,305.00	\$ 95,100.00	\$ 95,100.00	\$ 159,800.00	\$ 159,800.00	\$ 104,122.00	\$ 104,122.00
Erosion Control/SWPPP	Lump	1	\$ 19,391.50	\$ 19,391.50	\$ 48,125.00	\$ 48,125.00	\$ 32,000.00	\$ 32,000.00	\$ 8,600.00	\$ 8,600.00	\$ 71,840.00	\$ 71,840.00	\$ 30,000.00	\$ 30,000.00	\$ 52,990.00	\$ 52,990.00	\$ 6,000.00	\$ 6,000.00
Survey Layout	Lump	1	\$ 6,779.40	\$ 6,779.40	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,505.00	\$ 35,505.00	\$ 20,675.00	\$ 20,675.00	\$ 12,500.00	\$ 12,500.00	\$ 6,500.00	\$ 6,500.00
Earthwork (not related to utility trenching/backfilling)	Lump	1	\$ 27,028.70	\$ 27,028.70	\$ 206,755.00	\$ 206,755.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 45,000.00	\$ 45,000.00	\$ 30,100.00	\$ 30,100.00	\$ 40,000.00	\$ 40,000.00
4" PVC C-900 DR-18 Culinary Water Pipe w/ Fittings	LF	45	\$ 89.20	\$ 4,014.00	\$ 105.00	\$ 4,725.00	\$ 137.00	\$ 6,165.00	\$ 160.00	\$ 7,200.00	\$ 85.00	\$ 3,825.00	\$ 63.75	\$ 2,868.75	\$ 60.00	\$ 2,700.00	\$ 92.00	\$ 4,140.00
6" PVC C-900 DR-18 Culinary Water Pipe w/ Fittings	LF	300	\$ 97.10	\$ 29,130.00	\$ 131.00	\$ 39,300.00	\$ 142.50	\$ 42,750.00	\$ 180.00	\$ 54,000.00	\$ 127.50	\$ 38,250.00	\$ 116.25	\$ 34,875.00	\$ 52.00	\$ 15,600.00	\$ 109.00	\$ 32,700.00
8" PVC C-900 DR-18 Culinary Water Pipe w/ Fittings	LF	20	\$ 95.00	\$ 1,900.00	\$ 132.50	\$ 2,650.00	\$ 162.00	\$ 3,240.00	\$ 400.00	\$ 8,000.00	\$ 100.00	\$ 2,000.00	\$ 79.50	\$ 1,590.00	\$ 218.00	\$ 4,360.00	\$ 93.00	\$ 1,860.00
10" PVC C-900 DR-18 Culinary Water Pipe w/ Fittings	LF	760	\$ 139.50	\$ 106,020.00	\$ 160.00	\$ 121,600.00	\$ 124.00	\$ 94,240.00	\$ 160.00	\$ 121,600.00	\$ 115.00	\$ 87,400.00	\$ 97.00	\$ 73,720.00	\$ 101.00	\$ 76,760.00	\$ 84.50	\$ 64,220.00
12" PVC C-900 DR-18 Culinary Water Pipe w/ Fittings	LF	70	\$ 134.50	\$ 9,415.00	\$ 155.00	\$ 10,850.00	\$ 187.00	\$ 13,090.00	\$ 530.00	\$ 37,100.00	\$ 172.00	\$ 12,040.00	\$ 139.00	\$ 9,730.00	\$ 195.00	\$ 13,650.00	\$ 159.00	\$ 11,130.00
8" Ductile Iron Class 350 Culinary Water Pipe w/ Fittings	LF	20	\$ 125.70	\$ 2,514.00	\$ 175.00	\$ 3,500.00	\$ 206.00	\$ 4,120.00	\$ 440.00	\$ 8,800.00	\$ 130.50	\$ 2,610.00	\$ 125.50	\$ 2,510.00	\$ 308.00	\$ 6,160.00	\$ 150.00	\$ 3,000.00
16" Ductile Iron Class 350 Culinary Water Pipe w/ Fittings	LF	1,410	\$ 183.70	\$ 259,017.00	\$ 200.00	\$ 282,000.00	\$ 184.50	\$ 260,145.00	\$ 200.00	\$ 282,000.00	\$ 275.00	\$ 387,750.00	\$ 198.00	\$ 279,180.00	\$ 154.00	\$ 217,140.00	\$ 192.00	\$ 270,720.00
30" Ductile Iron Class 350 Culinary Water Pipe w/ Fittings	LF	3,830	\$ 301.50	\$ 1,154,745.00	\$ 375.00	\$ 1,436,250.00	\$ 334.60	\$ 1,281,518.00	\$ 350.00	\$ 1,340,500.00	\$ 370.00	\$ 1,417,100.00	\$ 316.00	\$ 1,210,280.00	\$ 383.00	\$ 1,466,890.00	\$ 326.50	\$ 1,250,495.00
36" Ductile Iron Class 350 Culinary Water Pipe w/ Fittings	LF	440	\$ 422.70	\$ 185,988.00	\$ 580.00	\$ 255,200.00	\$ 610.00	\$ 268,400.00	\$ 470.00	\$ 206,800.00	\$ 538.00	\$ 236,720.00	\$ 456.00	\$ 200,640.00	\$ 605.00	\$ 266,200.00	\$ 451.00	\$ 198,440.00
Jack & Bore under Railroad (Casing, Carrier Pipe, Spacers, & 1D Bank)	LF	150	\$ 1,316.50	\$ 197,475.00	\$ 2,250.00	\$ 337,500.00	\$ 1,350.00	\$ 202,500.00	\$ 1,600.00	\$ 240,000.00	\$ 1,430.00	\$ 214,500.00	\$ 1,635.00	\$ 245,250.00	\$ 2,262.00	\$ 339,300.00	\$ 1,800.00	\$ 270,000.00
HDPE Casing for Sewer-Water Crossing	Each	3	\$ 5,463.30	\$ 16,389.90	\$ 6,625.00	\$ 19,875.00	\$ 11,000.00	\$ 33,000.00	\$ 6,100.00	\$ 18,300.00	\$ 8,225.00	\$ 24,675.00	\$ 9,240.00	\$ 27,720.00	\$ 6,862.00	\$ 20,586.00	\$ 9,600.00	\$ 28,800.00
4" DI 11.25 Degree Elbow	Each	1	\$ 328.20	\$ 328.20	\$ 1,400.00	\$ 1,400.00	\$ 270.00	\$ 270.00	\$ 1,500.00	\$ 1,500.00	\$ 780.00	\$ 780.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
4" DI 22.5 Degree Elbow	Each	2	\$ 333.30	\$ 666.60	\$ 1,405.00	\$ 2,810.00	\$ 295.00	\$ 590.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 550.00	\$ 1,100.00	\$ 520.00	\$ 1,040.00	\$ 800.00	\$ 1,600.00
6" DI 11.25 Degree Elbow	Each	1	\$ 386.90	\$ 386.90	\$ 1,500.00	\$ 1,500.00	\$ 380.00	\$ 380.00	\$ 1,500.00	\$ 1,500.00	\$ 885.00	\$ 885.00	\$ 650.00	\$ 650.00	\$ 610.00	\$ 610.00	\$ 870.00	\$ 870.00
6" DI 22.5 Degree Elbow	Each	1	\$ 382.80	\$ 382.80	\$ 1,505.00	\$ 1,505.00	\$ 355.00	\$ 355.00	\$ 1,500.00	\$ 1,500.00	\$ 740.00	\$ 740.00	\$ 650.00	\$ 650.00	\$ 610.00	\$ 610.00	\$ 870.00	\$ 870.00
10" DI 11.25 Degree Elbow	Each	1	\$ 676.00	\$ 676.00	\$ 2,225.00	\$ 2,225.00	\$ 445.00	\$ 445.00	\$ 1,700.00	\$ 1,700.00	\$ 825.00	\$ 825.00	\$ 710.00	\$ 710.00	\$ 1,215.00	\$ 1,215.00	\$ 1,175.00	\$ 1,175.00
10" DI 45 Degree Elbow	Each	1	\$ 1,118.50	\$ 1,118.50	\$ 2,765.00	\$ 2,765.00	\$ 700.00	\$ 700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,075.00	\$ 1,075.00	\$ 980.00	\$ 980.00	\$ 1,215.00	\$ 1,215.00	\$ 1,400.00	\$ 1,400.00
12" DI 22.5 Degree Elbow	Each	2	\$ 1,518.60	\$ 3,037.20	\$ 2,350.00	\$ 4,700.00	\$ 1,370.00	\$ 2,740.00	\$ 1,800.00	\$ 3,600.00	\$ 1,580.00	\$ 3,160.00	\$ 1,650.00	\$ 3,300.00	\$ 1,892.00	\$ 3,784.00	\$ 2,050.00	\$ 4,100.00
12" DI 60 Degree Elbow	Each	1	\$ 2,010.60	\$ 2,010.60	\$ 3,675.00	\$ 3,675.00	\$ 1,480.00	\$ 1,480.00	\$ 1,900.00	\$ 1,900.00	\$ 1,800.00	\$ 1,800.00	\$ 1,760.00	\$ 1,760.00	\$ 2,005.00	\$ 2,005.00	\$ 2,200.00	\$ 2,200.00
16" DI 11.25 Degree Elbow	Each	2	\$ 1,513.30	\$ 3,026.60	\$ 3,625.00	\$ 7,250.00	\$ 1,590.00	\$ 3,180.00	\$ 2,200.00	\$ 4,400.00	\$ 2,600.00	\$ 5,200.00	\$ 1,730.00	\$ 3,460.00	\$ 2,370.00	\$ 4,740.00	\$ 2,400.00	\$ 4,800.00
30" DI 11.25 Degree Elbow	Each	3	\$ 5,281.00	\$ 15,843.00	\$ 8,200.00	\$ 24,600.00	\$ 7,150.00	\$ 21,450.00	\$ 9,200.00	\$ 27,600.00	\$ 9,035.00	\$ 27,105.00	\$ 7,000.00	\$ 21,000.00	\$ 7,570.00	\$ 22,710.00	\$ 7,150.00	\$ 21,450.00
30" DI 22.5 Degree Elbow	Each	5	\$ 5,233.30	\$ 26,166.50	\$ 8,150.00	\$ 40,750.00	\$ 6,660.00	\$ 33,300.00	\$ 7,800.00	\$ 39,000.00	\$ 8,575.00	\$ 42,875.00	\$ 6,300.00	\$ 31,500.00	\$ 7,075.00	\$ 35,375.00	\$ 6,700.00	\$ 33,500.00
30" DI 45 Degree Elbow	Each	4	\$ 5,743.50	\$ 22,974.00	\$ 8,800.00	\$ 35,200.00	\$ 8,580.00	\$ 34,320.00	\$ 9,700.00	\$ 38,800.00	\$ 10,400.00	\$ 41,600.00	\$ 8,350.00	\$ 33,400.00	\$ 9,090.00	\$ 36,360.00	\$ 8,650.00	\$ 34,600.00
36" DI 11.25 Degree Elbow	Each	1	\$ 6,679.80	\$ 6,679.80	\$ 11,000.00	\$ 11,000.00	\$ 8,700.00	\$ 8,700.00	\$ 9,300.00	\$ 9,300.00	\$ 11,700.00	\$ 11,700.00	\$ 8,270.00	\$ 8,270.00	\$ 9,385.00	\$ 9,385.00	\$ 8,400.00	\$ 8,400.00
36" DI 22.5 Degree Elbow	Each	2	\$ 6,876.10	\$ 13,752.20	\$ 11,200.00	\$ 22,400.00	\$ 8,930.00	\$ 17,860.00	\$ 9,500.00	\$ 19,000.00	\$ 11,900.00	\$ 23,800.00	\$ 8,450.00	\$ 16,900.00	\$ 9,620.00	\$ 19,240.00	\$ 8,600.00	\$ 17,200.00
10" x 6" PVC Tee	Each	4	\$ 997.70	\$ 3,990.80	\$ 3,000.00	\$ 12,000.00	\$ 990.00	\$ 3,960.00	\$ 1,900.00	\$ 7,600.00	\$ 1,350.00	\$ 5,400.00	\$ 1,300.00	\$ 5,200.00	\$ 1,390.00	\$ 5,560.00	\$ 1,800.00	\$ 7,200.00
10" PVC Tee	Each	1	\$ 1,988.10	\$ 1,988.10	\$ 4,300.00	\$ 4,300.00	\$ 1,070.00	\$ 1,070.00	\$ 1,900.00	\$ 1,900.00	\$ 1,450.00	\$ 1,450.00	\$ 1,400.00	\$ 1,400.00	\$ 1,475.00	\$ 1,475.00	\$ 1,900.00	\$ 1,900.00
16" x 6" DI Tee	Each	6	\$ 1,783.90	\$ 10,703.40	\$ 4,100.00	\$ 24,600.00	\$ 2,580.00	\$ 15,480.00	\$ 2,400.00	\$ 14,400.00	\$ 3,650.00	\$ 21,900.00	\$ 2,050.00	\$ 12,300.00	\$ 2,735.00	\$ 16,410.00	\$ 2,850.00	\$ 17,100.00
16" x 8" DI Tee	Each	1	\$ 2,718.40	\$ 2,718.40	\$ 5,275.00	\$ 5,275.00	\$ 3,060.00	\$ 3,060.00	\$ 2,600.00	\$ 2,600.00	\$ 6,275.00	\$ 6,275.00	\$ 2,675.00	\$ 2,675.00	\$ 3,310.00	\$ 3,310.00	\$ 3,400.00	\$ 3,400.00
30" x 6" DI Tee	Each	11	\$ 6,669.80	\$ 73,367.80	\$ 10,500.00	\$ 115,500.00	\$ 8,545.00	\$ 93,995.00	\$ 8,700.00	\$ 95,700.00	\$ 11,800.00	\$ 129,800.00	\$ 7,500.00	\$ 82,500.00	\$ 8,895.00	\$ 97,845.00	\$ 9,800.00	\$ 107,800.00
30" x 8" DI Tee	Each	7	\$ 8,410.10	\$ 58,870.70	\$ 12,650.00	\$ 88,550.00	\$ 8,375.00	\$ 58,625.00	\$ 10,000.00	\$ 70,000.00	\$ 11,500.00	\$ 80,500.00	\$ 7,300.00	\$ 51,100.00	\$ 8,700.00	\$ 60,900.00	\$ 9,600.00	\$ 67,200.00
30" x 12" DI Tee	Each	2	\$ 11,104.20	\$ 22,208.40	\$ 16,500.00	\$ 33,000.00	\$ 12,400.00	\$ 24,800.00	\$ 8,000.00	\$ 16,000.00	\$ 15,350.00	\$ 30,700.00	\$ 11,700.00	\$ 23,400.00	\$ 12,950.00	\$ 25,900.00	\$ 13,700.00	\$ 27,400.00
30" x 16" DI Tee	Each	1	\$ 9,636.70	\$ 9,636.70	\$ 15,000.00	\$ 15,000.00	\$ 10,425.00	\$ 20,850.00	\$ 10,000.00	\$ 20,000.00	\$ 13,500.00	\$ 27,000.00	\$ 9,700.00	\$ 19,400.00	\$ 11,290.00	\$ 22,580.00	\$ 11,500.00	\$ 23,000.00
30" x 36" x 12" DI Tee	Each	1	\$ 17,075.70	\$ 17,075.70	\$ 25,500.00	\$ 25,500.00	\$ 22,850.00	\$ 45,700.00	\$ 17,000.00	\$ 34,000.00	\$ 25,150							



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on a Professional Services Contract for the American Fork River Rehabilitation Environmental Project (SD201901)

SUMMARY RECOMMENDATION Staff recommends approval of the American Fork River Rehabilitation Environmental Project (SD201901) construction contract to Franson Civil Engineers.

BACKGROUND The Engineering Division submitted a grant application to the United States Department of Agriculture - Natural Resources Conservation Service (NRCS). The grant was awarded to American Fork City in the amount of \$200,000 for environmental work. After the award, the local NRCS representative suggested that American Fork, Pleasant Grove, and Lehi see if the NRCS would be willing to combine projects submitted to the NRCS by all three cities and save money doing the environmental work as all projects are located in the same watershed (PL-566). This means American Fork would be the sponsoring agency for all three projects if approved. The NRCS approved of all three projects but with an increased budget of \$200,000 for a total project budget of \$400,000.

BUDGET IMPACT This contract will be issued as part of the storm drain capital projects budget in connection with the grant from the NRCS. All costs up to \$400,000 will be reimbursed to the City.

SUGGESTED MOTION Mr. Mayor, I move that we approve the design contract for the American Fork River Rehabilitation Environmental Project in the amount of \$400,000.00 and authorize the city to enter into the agreement with Franson Civil Engineers.

SUPPORTING DOCUMENTS

Contract Environmental Franson (PDF)

AGREEMENT FOR ENGINEERING SERVICES

Engineering Services

This Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20__ by and between Franson Civil Engineers, with its principal place of business at 1276 South 820 East, American Fork, Utah 84003 (hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for the American Fork River Rehabilitation NRCS Grant Environmental Project, schedule and scope of services being identified and agreed to as Attachment A and payment of services included in Section 3;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be one year from the Effective date of a signed contract.

b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

c. Engineer may terminate this Agreement at any time with thirty (30) day written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any work that has not been completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. Engineer shall forthwith deliver all files, reports, and other materials

concerning services provided, maintained or controlled by Engineer at the time of such termination, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific Services shall be as set forth in Attachment A.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the scope set forth as attachment A not to exceed \$ \$400,000.00.

4. Invoice; Payment.

a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

5. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venture between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed one million dollars (\$1,000,000).

10. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project within the time specified in Attachment A, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

11. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized

courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: David Bunker
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000
Email: dbunker@afcity.net

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Scott Sensanbaugher
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060
ssensanbaugher@afcity.net

ENGINEER:

Franson Civil Engineers
Attn: Lane Peirce
1276 South 820 East
American Fork, Utah 84003
Phone: (801) 756-0309
Email: lpeirce@fransoncivil.com

12. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

13. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.

14. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. Rights and Remedies.

The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

16. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the Subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

17. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

18. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

19. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

22. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

23. Confidentiality.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement.

24. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

25. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

26. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

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

AMERICAN FORK CITY

Franson Civil Engineers

David Bunker
City Administrator

Date: _____

By:
Its:

Date: _____

Attest:

Recorder

AMERICAN FORK CITY

Date: _____, 20____. _____
Scott Sensanbaugher
Director of Public Works

Approved-as-to-form by Cherylyn Egner, attorney for American Fork City

**American Fork City
 PL-566 NRCS Grant
 Design Phase Engineering Services**

September 30, 2020

Scope of Work

Work includes the NEPA process with NRCS to prepare a Watershed Plan Environmental Assessment (Plan-EA). Included in this process is 30% design on American Fork City, Lehi City and City of Pleasant Grove projects as identified in the Plan-EA applications, NEPA process including public scoping, meetings, site visits, project descriptions, technical memos, economist evaluations, resource evaluations including wetlands and cultural resources, prioritizing alternatives, draft and final Plan-EA documents, coordination with NRCS.

The Prime on the project will be Franson Civil Engineers with Jones & DeMille Engineering and Horrocks Engineers as subconsultants. Our team will work cohesively to provide added value to the project.

Project tasks include:

Task 1: Project Management, Client Coordination, Grant Administration

This task includes the necessary administrative items required to complete the project and manage the work. It also includes meetings and coordination with the CLIENT to ensure expectations and goals are being met. Lastly, it includes coordination with NRCS regarding the grant administration and funding requests on behalf of CLIENT. This includes the preparation of required reports and tracking project costs and pay requests as needed.

Task 2: NEPA Compliance – Watershed Plan - EA

The Watershed Plan-EA is required to obtain NRCS funding for flood control projects under the PL-566 program. It is a detailed and sometimes lengthy process due to the requirements of the NEPA process.

The following are specific phases/tasks required for document completion with their associated estimate timeframes. The schedule is subject to change due to review times by the NRCS:

- **Phase 1: Identify Problems, Opportunities, and Concerns**
Tasks: Public Participation Plan; Public Scoping – Prepare, update, & maintain mailing lists; Prepare & issue notices; meetings; scoping report
- **Phase 2: Determine Objectives**
Task: Prepare Chapter 1 of the Plan-EA
- **Phase 3: Inventory Resources**
Tasks: Site visits; collect available data; environmental surveys (wetlands, cultural resources); Prepare Chapter 2
- **Phase 4: Analyze Resource Data**
Tasks: Preliminary design; CLIENT/ENGINEER coordination on feasibility/preference/etc.
- **Phase 5: Formulate Alternatives**
Tasks: Compile engineering and field data results; Prepare proposed alternatives and engineering technical memos; 30% Design; cost estimates; Prepare Chapter 3
- **Phase 6: Evaluate Alternatives**
Tasks: Finalize 30% Design and Drawings; Economic evaluation; Prepare Chapter 4

- **Phase 7: Decisions and Draft Plan-EA**

Tasks: Complete EA and tech memos; NRCS reviews; publish draft Plan-EA; public meeting

- **Phase 8: Final Plan-EA**

Tasks: Respond to comments; prepare final Plan-EA for reviews; publish final Plan-EA and FONSI; compile final Administrative Record

Schedule

It is expected that the above tasks will be completed Fall 2021.

Deliverables

Deliverables include:

- Public Participation Plan
- Scoping Report
- Technical Memos
- Watershed Plan-EA
- FONSI
- Complete Administrative Record

Payment

The project budget for the scope as outlined above is a lump sum amount of \$400,000.00. If additional meetings, analysis, design, or work that is outside this scope becomes necessary, at the CLIENT's written direction, the work will be performed on a time and expenses basis based on ENGINEER's current fee schedule. This includes additional negotiations and all other procedures not specifically outlined within this scope as requested by the CLIENT. Invoices will be collected from the subconsultants and included in a single project invoice from ENGINEER to CLIENT.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action on a resolution approving an interlocal agreement with Cedar Hills, Highland, and Pleasant Grove Cities

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution and interlocal agreement

BACKGROUND

As part of phase two of the spring line replacement, through the Cedar Hills golf course, American Fork, Cedar Hills, Highland, and Pleasant Grove are entering into an interlocal agreement that clarifies easements and access on properties or infrastructure for each of the municipalities. American Fork City's water line will be replaced and moved with the project that pipes Pleasant Grove City's ditch. This agreement will secure an easement for our new water line alignment. This agreement must be in place for Pleasant Grove to receive the grant funding to pipe their ditch. Construction is expected to happen this winter. This agreement has been reviewed by City staff and legal

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to adopt the resolution and authorize the City to sign the interlocal agreement with Cedar Hills, Highland, and Pleasant Grove Cities.

SUPPORTING DOCUMENTS

Four City INTERLOCAL COOPERATION AGREEMENT (10-6-2020) (PDF)

Interlocal Agreements - AF Cedar Hills Highland and Pleasant Grove (PDF)

INTERLOCAL COOPERATION AGREEMENT BETWEEN AMERICAN FORK CITY, CEDAR HILLS CITY, HIGHLAND CITY, AND PLEASANT GROVE CITY REGARDING THE MILL DITCH PIPELINE ENCLOSURE PROJECT.

This Interlocal Agreement entered into this _____ Day of _____, 2020, by and between American Fork City, a municipal corporation, hereinafter “American Fork”, Cedar Hills City, a municipal corporation, hereinafter “Cedar Hills”, Highland City, a municipal corporation, hereinafter “Highland”, Pleasant Grove City, a municipal corporation, hereinafter “Pleasant Grove”, all of which are political subdivisions of the State of Utah.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of all Parties and,

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

RECITALS

WHEREAS, Pleasant Grove Irrigation Company “PGIC” owns and operates a primarily open irrigation ditch from the American Fork River diversion at the mouth of American Fork Canyon down to an existing 30 - inch pipe near 4416 W Redwood Road in Cedar Hills (see attached figure). The first approximately 3000 feet is unlined while the last approximately 3000 feet is concrete lined. The ditch is within Highland and Cedar Hills municipal boundaries and on property owned by Highland, Cedar Hills, PGIC, two private properties, and “The Highlands” subdivision common space.

WHEREAS, Highland and Cedar Hills each have a turnout on the irrigation ditch in order to obtain water from PGIC based on their share of ownership in the company.

WHEREAS, easements for the access, operation and maintenance of the ditch have been a combination of written and prescriptive in nature.

WHEREAS, PGIC owns and maintains the water rights for the flow in the ditch.

WHEREAS, Pleasant Grove would like to pipe the PGIC ditch in agreement with PGIC to conserve irrigation water lost to seepage and evaporation

WHEREAS, PGIC cannot be a signatory to this interlocal agreements as a private company, PG and PGIC have entered into an agreement whereby PG obtained the funding to pipe the Mill Ditch and will receive certain benefits by so doing. Part of the project provided by PG for PGIC is obtaining the necessary easements and agreements for construction and ongoing maintenance of the project. Whiles PGIC is the primary entity responsible for owning and maintaining the piped ditch, PG has interest in, participates in, and supports PGIC as the majority shareholder in the company.

WHEREAS, American Fork owns and operates culinary water pipelines, tanks, and a chlorine station in the same area. The American Fork infrastructure is within Highland and Cedar Hills municipal boundaries and on property owned by Cedar Hills and Utah State Division of Natural Resources.

WHEREAS, easements for the access, operation and maintenance of the American Fork infrastructure have been a combination of written and prescriptive in nature.

WHEREAS, American Fork City would like to replace their culinary waterline from the mouth of American Fork Canyon to their concrete storage tanks which runs through a portion of the Cedar Hills golf course.

WHEREAS, Cedar Hills owns, operates, and maintains a golf course, culinary water, and pressurized irrigation infrastructure in the area. The Cedar Hills infrastructure is within Highland and Cedar Hills municipal boundaries and on property owned by Cedar Hills, PGIC, and Utah State Division of Natural Resources.

WHEREAS, easements for the access, operation and maintenance of the Cedar Hills infrastructure have been a combination of written and prescriptive in nature (see attached figure).

WHEREAS, Cedar Hills golf course would like to maintain an open ditch/water feature adjacent to their northeastern most green.

WHEREAS, Highland owns property over which Cedar Hills, American Fork, and PGIC have historically accessed their infrastructure and or property.

WHEREAS, Cedar Hills owns property over which Highland, American Fork, and PGIC have historically accessed their infrastructure and or property.

WHEREAS, PGIC owns property over and through which Cedar Hills operates water pipelines and golf course infrastructure.

WHEREAS, Cedar Hills, American Fork, and Highland jointly own and maintain the American Fork Debris Basin over which all parties have historically accessed their infrastructure and or property.

WHEREAS, American Fork and Cedar Hills have additional culinary and pressurized irrigation infrastructure in the area that are not the subject of this agreement and have their own easements and agreements in place for their operation and maintenance.

WHEREAS, Highland owns and operates a walking/biking trail through the area which is subject to its own easements and agreements.

WHEREAS, All easements and agreements between American Fork, Cedar Hills, and Utah State Division of Natural Resources, who is not a Party to this Agreement, are not subject to the terms of this Agreement.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

1. **Easements:** Cedar Hills agrees to dedicate to American Fork, Pleasant Grove, and PGIC easements and rights-of-way through property over which Cedar Hills has the legal ability to grant an easement for the construction, operation and maintenance of a culinary water transmission pipeline with associated appurtenances (to American Fork) and an irrigation pipeline with associated appurtenances (to PGIC, and Pleasant Grove) from SR-92 to the American Fork Culinary Upper Tanks for the culinary line and through phase II for the irrigation pipeline. The easement, during the course of construction, shall be up to fifty (50) feet wide along the general pipe alignment shown in Exhibit A, attached or the maximum amount, up to fifty (50) feet, that Cedar Hills has the legal ability to grant an easement. The final easement shall be up to forty (40) feet wide for the purposes of operating and maintaining the pipelines. The easement shall be developed, approved and executed during project design. If necessary due to potential changes during construction, a final easement shall be executed after construction of the pipelines. Executing the final easements shall include releasing any unnecessary prior existing easements, written or prescriptive in nature related to the new facilities and the existing facilities they replace. If other utilities need to be placed within five (5) feet horizontal and one (1) foot vertical of the pipeline, Cedar Hills will first obtain approval from American Fork and Pleasant Grove to do so. Approval to place utilities within the

designated area of the easement will not be unreasonably withheld. American Fork and Pleasant Grove agree to calendar/schedule with Cedar Hills and Highland when normal work needs to be performed within the easement and to meet Highland's trail, or Cedar Hills' golf course repair standards, as applicable. All parties shall give reasonable notice and provide reasonable access for emergency repairs and maintenance. All areas impacted by construction shall be returned to their pre-disturbance condition or a mutually agreeable condition. All effort will be taken to minimize disruption to the Highland trail and Cedar Hills golf course and associated facilities.

2. **Access Easements:** All parties agree to grant each other access rights to each other to construct, operate and maintain their respective infrastructure and or property within the area. Access routes shall follow those shown in the attached figure. All parties agree to protect and preserve other parties' infrastructure within the area when conducting operation and maintenance activities. Except in exigent or emergency circumstances, a party conducting operation and maintenance activities shall notify the party that owns the easement or other access right at least seven (7) calendar days prior to beginning work. In the event of exigent or emergency circumstances, or if the operation and maintenance activities cause damage to any existing conveyance, pipe, or other facility, the party conducting the work shall notify the proper party as soon as reasonably possible.
3. **Initial Construction:** Pleasant Grove and American Fork agree to limit initial installation construction activities to time periods that minimize disruptions to Cedar Hills Golf Course and Highland's trail. Construction shall be limited to between Nov 1, 2020 and March 15, 2021 for all critical areas unless special permission is obtained. Construction would be finalized prior to April 15, 2021 unless a mutually agreed upon extension is granted.

4. **Irrigation Share Access:** Pleasant Grove agrees to install and maintain existing or equivalent irrigation turnouts to Highland and Cedar Hills for shares owned and maintained in PGIC unless agreements are reached to modify those turnouts. Pleasant Grove agrees to cooperate with Cedar Hills to allow other irrigation company shares to be delivered to their turnout through Pleasant Grove and PGIC piping as long as capacity is available and others can be protected from damage as a result of extra water in the facilities. A separate agreement will be necessary in order to deliver other water through this facility establishing the terms of said delivery.

5. Effective Date; Duration. This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until ninety nine years from the date of execution. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the attorneys representing the respective Parties.

6. Administration of Agreement. The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, Pleasant Grove City, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties.

8. Indemnification.

The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. (“GIAU”). Subject to the provisions of the

GIAU, each Party agrees to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the GIAU.

9. Filing of Interlocal Cooperation Agreement

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Parties, and shall remain on file for public inspection during the term of this Agreement.

10. Adoption Requirements

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

11. Amendments.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

12. Severability.

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

13. No Presumption.

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

14. Headings.

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

15. Binding Agreement.

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

16. Notices.

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their

addresses first above written, or at such other addresses as may be designated by notice given hereunder.

17. Assignment.

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

18. Governing Law.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

SIGNED AND DATED THIS _____ **DAY OF** _____, 2020.

CITY OF CEDAR HILLS

_____ **MAYOR**

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

AMERICAN FORK CITY

_____ **MAYOR**

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

SIGNED AND DATED THIS _____ **DAY OF** _____, 2020.

PLEASANT GROVE CITY

____MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY**HIGHLAND CITY**

____MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY**SIGNED AND DATED THIS** _____ **DAY OF** _____, 2020.

RESOLUTION NO. _____

WHEREAS, American Fork City desires to enter into an Interlocal Cooperation Agreement by and between American Fork City, Cedar Hills, Highland, and Pleasant Grove for the purpose of clarifying easements and access on properties or infrastructure for each of the municipalities.

NOW, THEREFORE, the City Council of American Fork resolves to enter into an Interlocal Cooperation Agreement by and between American Fork City, Cedar Hills, Highland, and Pleasant Grove for the purpose of clarifying easements and access on properties or infrastructure for each of the municipalities.

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 13th DAY OF OCTOBER, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Fire Station 52 CMGC Contract

American Fork City is in the process of designing a second fire station in the city, to be known as Station 52. For the construction of Station 52, the City chose to use the Construction Manager / General Contractor (CMGC) method for project delivery. This method of project delivery will help to ensure the highest level of quality, control the costs, and reduce the overall time of the project, thereby mitigating cost risks and potentially allowing occupancy and beneficial use of the facility to take place sooner than would otherwise occur using the traditional design-bid-build method.

The CMGC method allows the contractor to be selected prior to completion of the project design, thereby becoming an important part of the design team. The contractor works hand-in-hand with the architect to ensure the constructability of the project and to provide input on important design decisions. The final contract price is known as the Guaranteed Maximum Price (GMP) and is not established at this time, since the design is not yet complete. After the design is completed, the contractor will provide the final GMP to the City for review and approval.

The project was advertised and eight contractors submitted Statements of Qualifications (SOQ) in response to the City's Request for Qualifications (RFQ). After a thorough review process, the review panel selected SIRQ, Inc. as the company that it determined would provide the best value to the City.

In previous actions, the City Council has established the parameters of the project, including the budget as part of the process that sent the bond question to the voters for approval. The contract before the City Council contains the cost for pre-construction services to be provided by SIRQ, Inc. as they prepare the GMP. It also provides for an amendment to be issued to SIRQ, Inc. for the final GMP, once it is known. If approved, this action will authorize the city to sign this contract with SIRQ, Inc. and issue an amendment for the GMP, as long as it does not exceed the budget and other parameters established previously by the City Council.

SUPPORTING DOCUMENTS

Fire station 52 SIRQ contract A133-2019 - Final (DOCX)

DRAFT AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « Fifth » day of « October » in the year « 2020 »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« American Fork City »« »
« 51 East Main »
« American Fork, UT 84003 »
« 801-763-3060 »

and the Construction Manager:
(Name, legal status, address, and other information)

« SIRQ, Inc »« »
« 3900 N. Traverse Mtn. Blvd. Suite 202 »
« Lehi, UT 84043 »
« 801-253-7825 »

for the following Project:
(Name, location, and detailed description)

« American Fork Fire Station 52 »
« Northeast corner of intersection of North County Boulevard and Harvey Boulevard »
« American Fork, UT »

The Architect:
(Name, legal status, address, and other information)

« Blalock and Partners »« »
« 159 West Pierpont Avenue »
« Salt Lake City, UT 84101 »
« 801-532-4940 »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Attachment: Fire station 52 SIRQ contract A133-2019 - Final (Fire Station 52 CMGC Contract)

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

This station will be approximately 12,200 gross square feet on one level and include: a 3-bay Apparatus Bay, six firefighter dorm rooms, a Fitness Room, Training / Meeting Room, Kitchen / Dining area, Day Room and support spaces for a fully-functional state-of-the art fire station. The station also incorporates some police components: a dedicated Police Office and Interview Room.

As part of the project, Station 52 will also have a Shooting Range for the American Fork Police Department attached to the Fire Station. The Range footprint is anticipated as load-bearing CMU, tilt-up concrete or pre-cast concrete panels. American Fork City has contracted with Spire Ranges to provide the interior functional components, therefore, only the shell and a mechanical unit are a part of the project scope at the moment.

§ 1.1.2 The Project's physical characteristics:

American Fork City is a rapidly-growing municipality in Utah County. This growth has created the need to construct a second fire station in the city, to be known as Station 52. Station 52 is anticipated to be built on a piece of property being obtained by the city located at the northeast corner of the intersection of Harvey Boulevard and North County Boulevard in American Fork. This property is preferred due to its accessibility to North County Boulevard, the availability of utilities, and other related reasons.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

The construction budget for this project is approximately \$5.2 million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Design is anticipated to be completed by late calendar year 2020.

- .2 Construction commencement date:

To Be Established as part of future Exhibit A after bidding is complete and Owner has approved.

- .3 Substantial Completion date or dates:

«To be Established as part of Future Exhibit A. Target duration for construction shall be Eight Months, consistent with SIRQ SOQ Response »

- .4 Other milestone dates:

« N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

« Scott Sensanbaugher, PE »
« Public Works Director »
« American Fork City »
« 801-763-3060 »
« ssensanbaugher@afcity.net »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

« Blalock and Partners, contact information listed above»

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

Contracted through Blalock and Partners

- .2 Other, if any:

Spire Ranges, LLC
Chris Eastman
2277 W. 700 South
Springville, UT 84663
ceastman@spireranges.com
801-722-9427

§ 1.1.11 The Architect's representative:

«Kevin Blalock »
 «Blalock and Partners »
 «159 West Pierpont Ave »
 « Salt Lake City, UT 84101 »
 «801-532-4940 »
 « »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

«Joe Reynolds »
 «SIRQ, Inc. »
 « 3900 N. Traverse Mtn. Blvd, Suite 202 »
 «Lehi, UT 84043 »
 «801-253-7825 »
 « »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

The Preconstruction or Design Phase Services generally includes, but is not limited to: providing assistance to and coordinating with the City and the City's contracted Architect for the Schematic and Design Development phases; providing recommendations for specific language to incorporate into the Construction Documents; a conceptual Construction Schedule; Construction Cost Estimates at major project milestones; other unspecified tasks as they arise that are needed for a full and complete design of the project.

In general, tasks may include: attending design coordination meetings; providing input & recommendations; commenting and providing objective feedback on materials and methods identifying and proposing mitigation for potential conflicts and risks; assisting the City with risk management; providing the City with detailed construction cost estimates and proposed cost control measures; constructability reviews; staging & construction sequencing strategies; material procurement strategies; construction schedule development; design drawing and constructability reviews and other items and areas related to the constructability of the Project. The CM/GC shall assist the City and the City's contracted Architect in maintaining the Project's construction costs within the proposed construction budget and scheduling for the duration of construction to keep within the project schedule.

The CM/GC is not allowed to proceed into construction unless the City agrees that the price provided, as part of a guarantee to complete the project, or a portion of the project, (and independently evaluated) is fair, reasonable and defensible.

More specific items of scope under this phase shall include but are not limited to:

- A. Provide comments and recommendations as to the constructability and expected construction costs associated with the proposed Schematic Designs and Overall Site Plan, using the Architect's Schematic building plans, sections and elevations, virtual models, perspective sketches, etc. At the onset of the CM/GC's engagement, the Architect will present the Schematic Designs and overall Site Plan to the Project Team Members, including the CM/GC, for input and feedback.
- B. Provide objective recommendations and professional opinions as to construction cost and constructability for specific areas of the proposed design, such as: Apparatus Bays; Shooting Range; general framing conditions, etc.
- C. Provide recommendations regarding site development strategies, including, but not limited to: Existing Building Demolition including all permits and abatements, landscaping & irrigation systems; foundation drainage systems; asphalt, concrete flat work and related finished site conditions; curb, gutter and storm drainage systems, including on-site retention; site utilities and buried infrastructure improvements, including buried or overhead power lines.

D. Provide comments as to language and specific information to be incorporated into the final Construction Set of documents for Bidding and Construction purposes.

E. Provide regular Cost Estimates to coincide with the Project's design milestones (SD, DD, 30% CD & 90% CD) to ensure the proposed design aligns with the City's allocated construction costs. Prior to commencing construction, the CM/GC shall provide American Fork City with a Guaranteed Maximum Price (GMP) for City approval.

Project Coordination:

F. Coordination with the City's Project Manager and Project Team Members, including the City's contracted Architect, in all design phases of the Project, according to the Project Approach and Project Schedule submitted by the Architect and accepted by the City. Throughout the design phase of the Project the City expects/anticipates that design coordination meetings could be held weekly, biweekly or even monthly, depending on timing for different phases of the work. For estimating purposes, proposing firms should assume a minimum of 8-10 Project Team meetings as well as an additional 3-4 coordination meetings with the Design Team. Any meetings will be in addition to all regular phone calls, emails, or other necessary communication and coordination needed during the design phase of the Project.

G. Coordination with the City's contracted Architect beginning at the completion of the Schematic Design level by the Architect. Coordination will include CM/GC review of construction materials, means and methods, cost estimating, project phasing, etc.

H. Coordination for all Permitting, Inspections, Public Utilities (natural gas, power, etc.) and other similar requirements.

I. Coordination with the City and the City's contracted Architect throughout the bidding phase of the Project. This coordination will include regular updates to the City regarding project progress, cost estimates, ordering of buildings and other materials, phasing, etc.

J. Assist/advise the City's contracted Architect with Preparation of Construction Documents. The Construction Documents will include complete Project Drawings and Specifications and Contract Documents that establish, in detail, the quality, quantity and levels of materials and systems required for construction of the Project. Presentation of 50%, 85%, and 100% Construction Documents will be provided by the Architect to the City for review. The Construction Documents will be in sufficient detail at 85% for the CM/GC to produce a preliminary Guaranteed Maximum Price (GMP) to construct the overall Project. Construction Documents at 100% will be used by the CM/GC to present to and negotiate with the City for a final Guaranteed Maximum Price to construct the Project. At all stages, the Architect will provide a review of the proposed GMP provided by the CM/GC on behalf of the City and provide comments and recommendations accordingly.

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

None.

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

American Fork City Request for Qualifications (RFQ)

RFQ # FD201901

Date of Issue: July 13, 2020

Statement of Qualifications (SOQ)

Submitted by SIRQ August 6, 2020

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The

Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Stricken.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost, other than pre-construction services, to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner has provided information in the RFQ regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Stricken.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

«Four Thousand Four Hundred Seventy Five Dollars \$4,475.00 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Not Applicable »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within April 15, 2020 months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

7.5%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

Three Percent of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« 3% »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« 15% »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « NA » percent («NA » %) of the standard rental rate paid at the place of the Project.

All Rented Equipment will be charged to the Owner at actual invoice amount.

§ 6.1.6 Liquidated damages, if any:

\$1,000 per day.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to

subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

«Salaries and wages for all SIRQ personnel working on the project are part of the Cost of the Work regardless of physical station/location. »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

Attachment: Fire station 52 SIRQ contract A133-2019 - Final (Fire Station 52 CMGC Contract)

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction

Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « Twenty » (« 20 ») days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit adequate evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for

Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

«Five % Retainage »

§ 11.1.8.1.1 The following items are not subject to retainage:

« General Conditions, Fee, and Overhead Items such as Insurance and Bond costs have no retainage withheld. »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

« N/A but may be considered in the future on a case by case basis if the Owner and Construction Manager so agree. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

«No other conditions »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

«30 Days »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate agreed to in Section 5.2.2.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be Arbitration pursuant to Article 15 of AIA Document A201–2017.

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

«Cost of the Work incurred to date plus 10% »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « One Million » (\$ «1m ») for each occurrence and «Two Million » (\$ «\$2m ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One Million » (\$ «1m ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than « One Million » (\$ «1m ») each accident, « One Million » (\$ «1m ») each employee, and «One Million » (\$ «1m ») policy limit.

§ 14.3.1.6 Other Insurance

None.

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Stricken.

§ 14.5 Other provisions: None.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .6 Other Exhibits:
None.

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« Joe Reynolds, Principal »« »

(Printed name and title)



Attachment: Fire station 52 SIRQ contract A133-2019 - Final (Fire Station 52 CMGC Contract)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Technology

Director Approval George Schade

AGENDA ITEM Review and Action on a First Amendment to the T-Mobile Land Lease Agreement dated October 23, 2018.

SUMMARY RECOMMENDATION Staff recommends approval of this First Amendment to the T-Mobile Land Lease Agreement dated October 23, 2018.

BACKGROUND On October 23, 2018 American Fork City Council approved a Land Lease Agreement with T-Mobile for placement of a cell tower at Art Dye Park. Since then, they have contacted us to look at the possibility of using city conduit to place a fiber-optic cable for their use. City Staff investigated the possibility of having T-Mobile place inner-duct and fiber-Optic cable for the city. This would allow us to connect the scorers tower to the city's fiber network. This First Amendment would allow T-Mobile to use our conduit to install fiber in an inner-duct to connect to their provider, CenturyLink. In exchange, T-Mobile would be required to install 3 inner-ducts inside our 4" conduit along the entire route, install a 12-Strand fiber cable in one of the inner-ducts that would be owned by the city, relocate our conduit and hand hole to allow room for the new round-about, and fix damaged sections of our conduit. T-Mobile would be responsible to pay all costs associated with this project and city would retain ownership of all facilities, including those placed by T-Mobile .

BUDGET IMPACT No direct impact.

SUGGESTED MOTION I moved approval of the First Amendment to the T-Mobile Land Lease Agreement dated October 23, 2018.

SUPPORTING DOCUMENTS

AF -TMobile Amedment 1 DRAFT AF Changes (DOCX)

AF -TMobile Amedment 1 DRAFT AF Changes (DOCX)

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT ("1st Amendment") is made and entered into on October 13, 2020 ("Effective Date"), by and between American Fork City, a Utah municipality ("Lessor"), and T-Mobile West LLC, a Delaware limited liability company, ("Lessee") (Collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a LAND LEASE AGREEMENT, dated October 23, 2018 (collectively the "Lease") for leased premises (the "Premises") located at 1000 N 550 E American Fork, Utah 84003 (the "Property").

B. Lessor and Lessee desire to enter into this 1st Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Shared Conduit Route Lessor hereby grants Lessee the right and consents to Lessee's expansion of the Premises and the installation of a shared conduit route as described and depicted on Exhibit "B-1", which is attached hereto. Lessee agrees to bring fiber to the existing underground conduit located on the property as depicted in Exhibit B-1, relocate an existing handhole and approximately 176 feet of existing conduit as to not interfere with a new roundabout being installed by Lessor over the existing conduit path, and repair any existing damaged conduit; place a new Lessor approved handhole as depicted on Exhibit "B-1", installing three (3) inch and a quarter innerducts with pull strings in each innerduct along the entire route from 700 North 350 East generally northbound to the handhole near the Verizon tower. Upon Completion of the conduit route, Lessee will pull a Lessor approved 12 strand fiber, as well as a Lessor approved locate wire for the Lessor's use, Upon installation of the fiber by Lessee, Lessor will test and inspect said fiber to ensure it meets industry standard specifications and ensure no damage occurred during installation. If Lessor's testing reveals any anomalies or damage, Lessee will be required to fix or replace the fiber to the satisfaction of Lessor, at Lessee's cost. Lessor will provide Lessee with one (1) of the installed innerducts for their fiber use. Lessor will own the entire conduit route, including the relocated conduit and the new conduit that the Lessee is bringing to the route. Lessee will assume all costs associated for the Shared Conduit Route.

2. Permitting. Lessee is required to follow all permitting requirements of Lessor.

3. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this 1st Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this 1st Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this 1st Amendment, the terms and conditions of this 1st Amendment will govern and control.

4. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this 1st Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

5. Authorization. The persons who have executed this 1st Amendment represent and warrant that they are duly authorized to execute this 1st Amendment in their individual or representative capacity as indicated.

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IN WITNESS WHEREOF, the Parties have executed this 1st Amendment on the day and year first written above.

Lessor:
American Fork City, a Utah municipality

Lessee:
T-Mobile West LLC, a Delaware limited liability company

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By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B-1

(insert site plan drawing here)

T-Mobile Site No: SL07029A
Market: Salt Lake City

3

Attachment: AF - T-Mobile Amedment 1 DRAFT AF Changes (T-Mobile Amendment to Land Lease Agreement)

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT ("1st Amendment") is made and entered into on October 13, 2020 ("Effective Date"), by and between American Fork City, a Utah municipality ("Lessor"), and T-Mobile West LLC, a Delaware limited liability company, ("Lessee") (Collectively the "Parties").

Recitals

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A. Lessor and Lessee entered into a LAND LEASE AGREEMENT, dated October 23, 2018 (collectively the "Lease") for leased premises (the "Premises") located at 1000 N 550 E American Fork, Utah 84003 (the "Property").

B. Lessor and Lessee desire to enter into this 1st Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Shared Conduit Route Lessor hereby grants Lessee the right and consents to Lessee's expansion of the Premises and the installation of a shared conduit route as described and depicted on Exhibit "B-1", which is attached hereto. Lessee agrees to bring fiber to the existing underground conduit located on the property as depicted in Exhibit B-1, relocate an existing handhole and approximately 176 feet of existing conduit as to not interfere with a new roundabout being installed by Lessor over the existing conduit path, and repair any existing damaged conduit; place a new Lessor approved handhole as depicted on Exhibit "B-1", installing three (3) inch and a quarter innerducts with pull strings in each innerduct along the entire route from 700 North 350 East generally northbound to the handhole near the Verizon tower. Upon Completion of the conduit route, Lessee will pull a Lessor approved 12 strand fiber, as well as a Lessor approved locate wire for the Lessor's use. Upon installation of the fiber by Lessee, Lessor will test and inspect said fiber to ensure it meets industry standard specifications and ensure no damage occurred during installation. If Lessor's testing reveals any anomalies or damage, Lessee will be required to fix or replace the fiber to the satisfaction of Lessor, at Lessee's cost. Lessor will provide Lessee with one (1) of the installed innerducts for their fiber use. Lessor will own the entire conduit route, including the relocated conduit and the new conduit that the Lessee is bringing to the route. Lessee will assume all costs associated for the Shared Conduit Route.

2. Permitting. Lessee is required to follow all permitting requirements of Lessor.

3. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this 1st Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this 1st Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this 1st Amendment, the terms and conditions of this 1st Amendment will govern and control.

4. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this 1st Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

5. Authorization. The persons who have executed this 1st Amendment represent and warrant that they are duly authorized to execute this 1st Amendment in their individual or representative capacity as indicated.

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IN WITNESS WHEREOF, the Parties have executed this 1st Amendment on the day and year first written above.

Lessor:
American Fork City, a Utah municipality

Lessee:
T-Mobile West LLC, a Delaware limited liability company

Deleted: American Fork City

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B-1

(insert site plan drawing here)

T-Mobile Site No: SL07029A
Market: Salt Lake City



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 13, 2020**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution approving an interlocal cooperative agreement with Utah County for substance misuse prevention services and Communities that Care prevention model.

SUMMARY RECOMMENDATION

Staff would recommend approval of the interlocal agreement.

BACKGROUND

Communities that Care is a data-driven community prevention program to address violence, alcohol, drug and tobacco related problems, primarily for the youth. It has been proven successful in several communities in Utah and Nationwide.

This interlocal agreement is a renewal of the Communities that Care Interlocal agreement that was approved in March, 2019.

BUDGET IMPACT

See interlocal agreement.

SUGGESTED MOTION

I move to approve the resolution authorizing the Mayor to sign the interlocal agreement with Utah County for substance misuse prevention services and the Communities that Care prevention model.

SUPPORTING DOCUMENTS

Interlocal - Communities that Care (DOC)

Communities that Care (PDF)

RESOLUTION NO. _____

WHEREAS, American Fork City desires to enter into an Interlocal Agreement by and between American Fork City and Utah County for **Substance Misuse Prevention Services and Communities that Care Prevention Model**.

NOW, THEREFORE, the City Council of American Fork resolves to enter into an Interlocal Agreement by and between American Fork City and Utah County for **Substance Misuse Prevention Services and Communities that Care Prevention Model**.

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 13 DAY OF OCTOBER, 2020.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Interlocal - Communities that Care (Communities that Care Interlocal Agreement - 2020)

Agreement No. 2020 - 673

**ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERLOCAL COOPERATION AGREEMENT WITH AMERICAN FORK CITY
FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT
CARE PREVENTION MODEL**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department (UCHD, 100 East Center Street, Provo, Utah 8460 and the municipality of American Fork City, 51 E Main Street, American Fork, Utah 84003, municipal corporation and a political subdivision of the State of Utah.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and American Fork City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Attachment: Communities that Care (Communities that Care Interlocal Agreement - 2020)

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2020 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2020 hereof until June 30, 2021. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the American Fork City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

- a. To coordinate with American Fork City to employ a part-time (up to 20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community.

- b. To provide funding to American Fork City to employ a CTC coordinator as follows: To provide funding to American Fork City to continue to build capacity within CTC coalition: Utah County will provide American Fork City thirteen thousand dollars (\$13,000) for the CTC Coordinator position/costs and thirteen thousand (\$13,000) for coalition capacity building for the period of July 1, 2020 through June 30, 2021. American Fork City will provide a yearly minimum match of ten thousand dollars (\$10,000).
- c. To establish and maintain the Communities that Care system within American Fork City and to work with Utah County Health Department to ensure the CTC model is being implemented with fidelity through the five phases of CTC (<http://www.communitiesthatcare.net/>).
- d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

- 1. CTC coordinator position costs/salary.
- 2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
- 3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCHD.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
 - a. CTC module trainings
 - b. State CTC trainings
 - c. Food/mileage/supplies
2. Travel/Training, including but not limited to Utah Fall Substance Abuse Conference and National Prevention Network Conference for coordinator and coalition members
 - a. Mileage, airfare, per diem, registration, lodging and transportation
3. Town hall/community education events
 - a. Advertising, food and recognition awards, coalition needs
4. Workgroup activities
 - a. Evaluation contract
 - b. Data collection
 - c. Meeting costs
5. Minor equipment under \$600.00

Section 6. Interlocal Requirements

1. CTC Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
2. CTC Coordinator will attend state/county CTC trainings as prioritized by UCHD and Coordinator.
3. Incorporate CTC benchmarks and phases as foundation of fidelity.
4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
5. Develop and use by-laws and organizational structure to direct coalition.
6. Coordinator will record all completed prevention activities in the DUGS data system within seven days of service.
7. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month. **Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2020** will not be considered for payment.
8. A bi-annual narrative report (1 page) identifying completed benchmarks and current status of action plan due December 31, 2020.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this

Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of American Fork City records and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, American Fork City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As American Fork City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these

contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of American Fork City.

- a) All American Fork City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives
- b) Failure of the city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.
- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, any pass-thru entity and/or the General Accounting Office

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Signatures on following page]

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2020-672, authorized and passed on the 12th day of August 2020.

American Fork City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2020.

APPROVED AND ADOPTED this 12th day of July 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: Tanner Ringe 8/24/2020
Tanner Ringe, Chairman Date

ATTEST:
AMELIA E. POWERS
Utah County Clerk/Auditor

By: Alice Black 8/25/2020
Deputy Date

American Fork City

By: _____
Mayor Date

APPROVED AS TO FORM:
DAVID O. LEAVITT
Utah County Attorney

By: David O. Leavitt 8/20/2020
Deputy County Attorney Date

By: _____
American Fork City Recorder

APPROVED AS TO FORM:

By: _____
American Fork City Attorney Date

Attachment: Communities that Care (Communities that Care Interlocal Agreement - 2020)