AMERICAN FORK CITY COUNCIL
MAY 25, 2021
PUBLIC HEARING, REGULAR SESSION AGENDA

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, May 25, 2021, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comment on a proposed vacation of a portion of a right-of-way located along 900 West from 350 South to approximately 620 South due to the reduction of right-of-way width requirements.
- Receiving public comment on a proposed vacation of a portion of the public utility easement at 714 North 700 West Circle, Lot 14 of Mitchell Springs subdivision. The public utility easement along the rear yard line would be reduced by five feet.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Taylor; 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 April 27, 2021 city council minutes.
2. Approval of the April 29, 2021 special session minutes.
3. Approval of the May 4, 2021 work session minutes.
4. Approval of the May 11, 2021 city council minutes.
5. Ratification of city payments (May 5, 2021 to May 18, 2021) and approval of purchase requests over $25,000.

ACTION ITEMS

1. Review and action on the appointment of the following individuals to the Planning Commission:
   - Jenny Peay (term ending 2025)
   - Bruce Frandsen (term ending 2026)
2. Review and action on a resolution establishing the American Fork City Audit Committee.
3. Review and action on the appointment of members to the American Fork City Audit Committee.

4. Review and action on an ordinance approving an amended overall concept plan for Lake City Row Planned Community Development Project, located in the area of 860 East 620 South in the PC-Planned Community zone.
5. Review and action on the acceptance of an encroachment agreement on 700 West with Chad and Michele Carnesecca.
6. Review and action on an ordinance approving the partial Right-of-Way Vacation for 900 West from approximately 350 South to 620 South related to the Lakeshore Landing Subdivision Plats A-J.
7. Review and action on the American Fork Art Dye Trail Federal Aid Agreement for Local Agency Project.
8. Review and action of a Pioneering Agreement with Bishop Holding LLC for system improvements along 1500 South.
9. Review and action on a resolution adopting fireworks restrictions for American Fork City.
10. Review and action on a resolution approving the interlocal cooperative agreement with Mountainland Association of Governments (MAG) for funding the 700 N Connection Project.
11. Review and action on an agreement for engineering services with CRS Consulting Engineers for the design of the 700 N Connection Project.
12. Review and action on an agreement with CRS Engineers for the design of the 300 West Pacific Drive intersection.
13. Review and action on an agreement with Civil Science Engineers for the design of the 1100 South 500 East intersection.
14. Review and action on an agreement with Neal Allred, et. al regarding real property along transportations corridor.
15. Adjournment.

Dated this 21 day of May 2021.

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
MAY 25, 2021

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

AGENDA ITEM Review and action on the appointment of the following individuals to the Planning Commission: -Jenny Peay (term ending 2025) -Bruce Frandsen (term ending 2026)

SUMMARY RECOMMENDATION
The recommendation is to approve the appointment.

BACKGROUND
The following individuals are being presented for appointment to the Planning Commission:

- Jenny Peay
- Bruce Frandsen

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to appoint Jenny Peay and Bruce Frandsen to the Planning Commission.

SUPPORTING DOCUMENTS

Bio of Jenny Peay (PDF)
Bruce Frandsen information (DOCX)



Jenny Peay

Professional Experience
City of Cedar Hills
Code Enforcement Official/ Planning Associate

I am working in the Zoning department for Cedar Hills since July of 2013. I am also currently serving as a board member for the NUVASS or North Utah Valley Animal Shelter and Certificate of Completion for Board Member Training by Utah State Auditor Office.

My responsibilities in this department include:

- Code Enforcement
- Record keeping, data collection, investigation of violations, and various researches, respond to zoning questions, code violations, and attend trainings when available. My primary goal is to enforce, evaluate, and resolve each situation/case effectively and in a timely manner.
- Conduct and approve plan reviews for zoning for all residential and some commercial properties.
- Conduct Business license safety inspections
- Review and approve installation permits for items such as: fences, decks, shed, signage, retaining walls, and misc. items.
- Proficient in the programs, Excel, Microsoft word, etc.
- Assist public works/Bld. Dept./Fire Department in compliance for; illicit discharge, meter/PI obstructions, vehicle removal for road work, illegal structures, retaining walls, working without permits, hydrant obstruction, etc.
- Draft new zoning ordinances relating to article 10 Zoning Regulations and present agenda items to Planning Commission. Draft additional codes for other areas of Cedar Hills City code, which is presented by City Manager at City Council.
- Calculate and submit state requirements for Moderate Income Housing each year.
- Maintain company vehicle and equipment.

Additional Skills

- Although most of my experience deals with zoning issues, I am able to adapt to almost any work environment. I try to be up to date with current policies and procedures.
- I work well with my co-workers, and try to complete my work quickly and efficiently.
- Between the past experiences as well as the current responsibilities, I try to demonstrate self-sufficiency, problem solving, and maintain a professional attitude while working with the public.

Availability
Currently I work 35 hours per week, with additional time spent to present at Cedar Hills Planning Commission on the 3rd Tuesday of each month at 6pm.
I would be available for American Fork Planning Commission meetings, held the 1st and 3rd Wednesday's at 7pm of each month.

Attachment: Bio of Jenny Peay (Appointment - Jenny Peay, Bruce Frandsen)

Bruce Frandsen has been a resident of American Fork for 60+ years. He is the 4th generation of his family to live in American Fork and he has children and grandchildren living here. He has observed a lot of change over the years and he has a long-term interest in what happens in the city. He would like to see the city develop in a way that is family friendly, business welcoming, and safe while taking into consideration the growth throughout the city. Mr. Frandsen served in the Utah National Guard until his retirement in 2007.

Attachment: Bruce Frandsen information (Appointment - Jenny Peay, Bruce Frandsen)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Finance **Director Approval** *Anna Montoya*

AGENDA ITEM Review and action on a resolution establishing the American Fork City Audit Committee.

SUMMARY RECOMMENDATION
The Council will consider a Resolution creating an external Audit Committee to comply with a recommendation from the Utah State Auditor's Office. The Committee's primary purpose will be to assist the Council in its financial oversight responsibilities.

BACKGROUND
The Utah State Auditor has developed a risk assessment checklist that provides a basic evaluation of an entity's fraud risk based on the required separation of duties and other recommended measures. The recommendation includes several best practices including a recommendation that governmental entities create an external audit committee to assist the governing body in its financial oversight responsibilities. The committee has the responsibility to review the integrity of the organization's financial statements and internal controls, evaluate the qualifications and performance of the independent auditor, and review the organization's risk management efforts.

BUDGET IMPACT
N/A

SUGGESTED MOTION
I move to adopt a resolution establishing the American Fork City audit committee and Audit Committee Charter establishing the structure and responsibilities of the committee.

SUPPORTING DOCUMENTS

Audit Committee Resolution and charter (PDF)

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING AN AUDIT COMMITTEE AND ESTABLISHING AUDIT COMMITTEE GUIDELINES TO ASSIST IN THE OVERSIGHT OF THE INTERNAL AND EXTERNAL AUDIT FUNCTIONS OF AMERICAN FORK.

WHEREAS, the office of the State Auditor of the State of Utah has recommended that local governments establish an audit committee to assist in the oversight of the internal and external audit functions; and

WHEREAS, An Audit Committee will ensure the integrity of the organization's financial statements and internal controls by reviewing the qualifications and performance of the independent auditor, and reviewing the organization's risk management efforts; and

WHEREAS, the Council has determined that it is in the best interest of the residents of American Fork to establish an audit committee and adopt audit committee duties and responsibilities comprised in the Audit Committee Charter.

WHEREAS, the proposed Audit Committee Charter is attached hereto as "Attachment A"; and

NOW, THEREFORE, BE IT RESOLVED that the Council establishes the creation of an audit committee, with members appointed by the Mayor, and adopts the Audit Committee Charter as outlined in attachment A.

PASSED AND ADOPTED by the Council of American Fork City, Utah, this 25th day of May 2021.

APPROVED:

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Audit Committee Resolution and charter (Creation of Audit Committee)

ATTACHMENT A
Audit Committee Charter

The proposed enabling Charter shall establish the following organizational structure and responsibilities for an external City Audit Committee:

1. Appointment and Organization. The audit committee shall consist of three (3) members, appointed by the Mayor:
    A. One (1) Council member;
    B. Two (2) members with a financial background, not a member of the administration, possessing:
        a. an understanding of generally accepted accounting principles and financial statements for state and local governments,
        b. experience in preparing or auditing financial statements of comparable entities,
        c. experience in applying such principles in connection with accounting for estimates, accruals, and allowance accounts,
        d. experience with internal accounting controls,
        e. an understanding of audit committee functions.

2. Terms, Compensation and Vacancies.
    A. Terms. Committee members shall serve for three (3) years or until a successor is appointed. For ex officio members, until replaced. Committee members are eligible for reappointment to multiple terms.
    B. Compensation. Members of the audit committee shall serve on a voluntary basis without compensation.
    C. Vacancies. Any vacancy occurring during the term of any member of the committee shall be promptly filled by the Mayor for the unexpired portion of the term.

3. Meetings.
    A. Frequency. The committee shall meet at least two (2) times per year. Additional meetings may be convened, as necessary.
    B. Location. All meetings of the committee shall be held in a public place designated by the committee. Electronic meetings may also be held.

4. Duties and Responsibilities:
    A. General:
        a. Powers and Duties. The committee shall have such powers and duties as prescribed by the law.
        b. Chair and Vice Chair: The committee shall annually elect a chair and vice chair.
        c. Audit Committee Charter. The committee may review the Audit Committee Charter to reassess its adequacy. Recommended modifications of the Charter shall be presented to the city council for consideration.
    B. Independent Auditors.
        a. Evaluation. The committee shall review and evaluate the performance of the independent auditors and report as necessary to the city council regarding auditor's performance.

b. Evaluation. The committee shall evaluate the auditors for effectiveness and report as necessary to the city council regarding auditor's effectiveness.

C. Review of Policies and Procedures. The committee may review policies and procedures relating to internal controls and use of government assets and report as necessary to the city council regarding recommended changes.

D. Financial Audit. The committee shall review with management and the independent auditors the final audit results prior to city council action to accept the annual audit.

E. Other Responsibilities;
   a. Review the policy and procedures for receipt, retention, treatment of complaints regarding illegal or unethical behavior, or complaints related to financial management or use of government assets.
   b. Review the committee's own effectiveness.
   c. Other functions as assigned by law, or the governing body.

5. Removal from Office. The city council may remove any member of the committee for cause.

Attachment: Audit Committee Resolution and charter (Creation of Audit Committee)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

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

AGENDA ITEM Review and action on an ordinance approving an amended overall concept plan for Lake City Row Planned Community Development Project, located in the area of 860 East 620 South in the PC-Planned Community zone.

SUMMARY RECOMMENDATION The planning commission recommended denial of the overall concept plan for Lake City Row Planned Community Development Project as stated in the attached minutes of the April 7 and April 21, 2021 planning commission meeting.

BACKGROUND The applicant proposes an amended overall concept plan for the Lake City Row Planned Community Development Project which redesignates Phase 1 of the masterplan from office to "Commercial Buildings" which as shown in the application resembles an industrial warehouse. For further analysis, please refer to the attached overall concept plan, staff report and planning commission minutes.

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

SUGGESTED MOTION I motion to deny the ordinance approving an overall concept plan for Lake City Row Planned Community Development Project.

SUPPORTING DOCUMENTS

1. Ord (PDF)
2. Amended Master Plan (PDF)
3. Application (PDF)
4. Staff Report (PDF)
5. Minutes (PDF)

ORDINANCE NO.

AN ORDINANCE APPROVING THE AMENDED OVERALL CONCEPT PLAN FOR LAKE CITY ROW LOCATED AT 860 EAST 620 SOUTH

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

A. The concept plan for Lake City Row, as set forth in the attachment, is hereby approved.

B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans is hereby designated as Large-Scale Development Overlay Zone _____.

C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

A. Hereafter, these amendments shall be construed as a part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.

C. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance, are hereby repealed.

D. This ordinance shall take effect upon its passage and first publication following completion of all terms and conditions of approval, as set forth under the motion to approve, passed and adopted by the American Fork City Council.

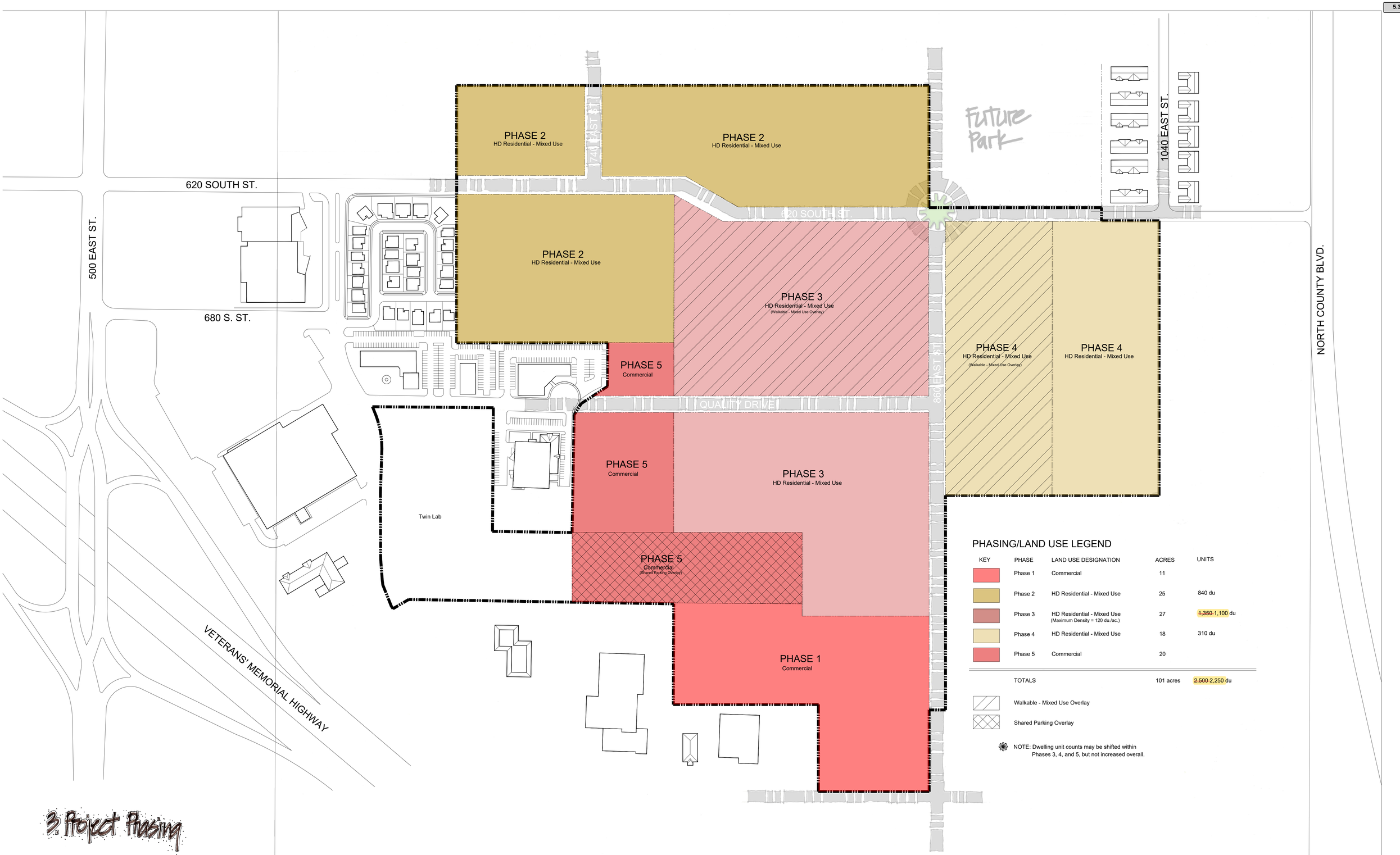
PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 25th DAY OF MAY, 2021.

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Lake City Row Master Plan Amendment)



PHASING/LAND USE LEGEND

KEY	PHASE	LAND USE DESIGNATION	ACRES	UNITS
	Phase 1	Commercial	11	
	Phase 2	HD Residential - Mixed Use	25	840 du
	Phase 3	HD Residential - Mixed Use (Maximum Density = 120 du./ac.)	27	~~1,350~~ 1,100 du
	Phase 4	HD Residential - Mixed Use	18	310 du
	Phase 5	Commercial	20	
		TOTALS	101 acres	~~2,500~~ 2,250 du

Walkable - Mixed Use Overlay

Shared Parking Overlay

NOTE: Dwelling unit counts may be shifted within Phases 3, 4, and 5, but not increased overall.

3. Project Phasing

Lake City Row Planned Community - REVISED MAR 2021

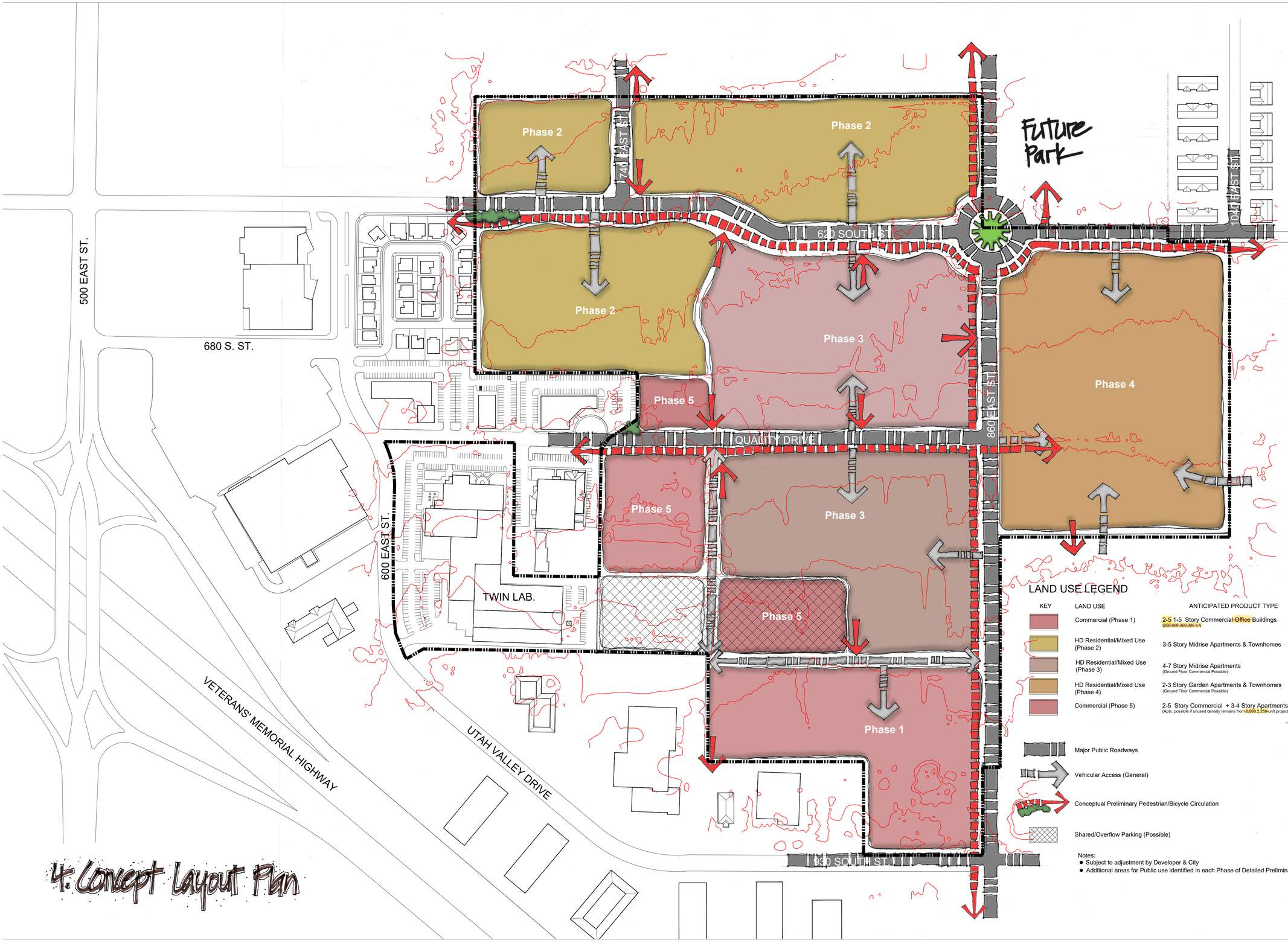
NORTH

0 150 300 450 feet

SCALE: 150'

epg Sustainable Solutions. Thriving Environments.

Attachment: 2. Amended Master Plan (Lake City Row Master Plan Amendment)



4. Concept Layout Plan

LAND USE LEGEND

KEY	LAND USE	ANTICIPATED PRODUCT TYPE	APPROX. DENSITY	UNITS
	Commercial (Phase 1)	2-5 1-5 Story Commercial ~~Office~~ Buildings (200,000-250,000 s.f)	100-250K s.f.	
	HD Residential/Mixed Use (Phase 2)	3-5 Story Midrise Apartments & Townhomes	30 du./acre	840 du.
	HD Residential/Mixed Use (Phase 3)	4-7 Story Midrise Apartments (Ground Floor Commercial Possible)	50 du./acre	~~1,350~~ 1,100 du.
	HD Residential/Mixed Use (Phase 4)	2-3 Story Garden Apartments & Townhomes (Ground Floor Commercial Possible)	20 du./acre	310 du.
	Commercial (Phase 5)	2-5 Story Commercial + 3-4 Story Apartments (Apts. possible if unused density remains from ~~2,500~~ 2,250 unit project cap)		
		TOTAL		~~2,500~~ 2,250 du.

- Major Public Roadways
- Vehicular Access (General)
- Conceptual Preliminary Pedestrian/Bicycle Circulation
- Shared/Overflow Parking (Possible)

Notes:
- Subject to adjustment by Developer & City
- Additional areas for Public use identified in each Phase of Detailed Preliminay Plan

Lake City Row Planned Community - REVISED MAR 2021

NORTH

0 150 300 450 feet

SCALE: 150'

epg Sustainable Solutions. Thriving Environments.

Attachment: 2. Amended Master Plan (Lake City Row Master Plan Amendment)

March 15, 2021

Dear American Fork City,

As indicated in the original LCR Masterplan, we contemplated the possibility that the plan may need to go through tuning along the way. The pandemic year been challenging for office development and has necessitated adjustments in our approach to delivering successful projects. Included is the first proposed amendment "Amendment 1" to the LCR Masterplan of November 26, 2019.

Attached you will find two sheets from the LCR masterplan (the phasing exhibit and the concept exhibit). These are proposed for amendment as highlighted therein. The key details are as follows:

A. MDP Land requests that the Phase 1 commercial area be adjusted to contemplate 1-5 story commercial (formerly 2-5 story), and to remove the "office" indication to allow more flexibility with development. We desire to develop corporate headquarters buildings that can accommodate several commercial uses including significant office. This land use would be essentially the same as all adjacent existing commercial.
B. MDP Land requests that the overall entitled density at LCR be reduced by 10%, from 2,500 units to 2,250 units. This reduction would be focused specifically within the Phase 3 area, where density would be decreased by 250 residential units in an effort to minimize parking pressure overall.

Both of these changes will decrease the intensity of development and the amount of traffic, and will contribute to thriving development and job creation in the coming years. Please let me know of any questions you may have.

Buck Swaney
808.378.1000
buck@mdp.land

MDP LAND

Attachment: 3. Application (Lake City Row Master Plan Amendment)

BUILDING IMAGE

SCALE:



RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND AS SUCH SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.

PANDO LAKE
A PROJECT FOR
WOODBURY COOPORATION

powers brown architecture

DENVER 02/16/21 COLORADO Author XXXXXX

Attachment: 3. Application (Lake City Row Master Plan Amendment)

OVERALL ELEVATIONS

SCALE: As indicated

FORMLINER | PREFINISHED ALUMINUM | VISION GLAZING



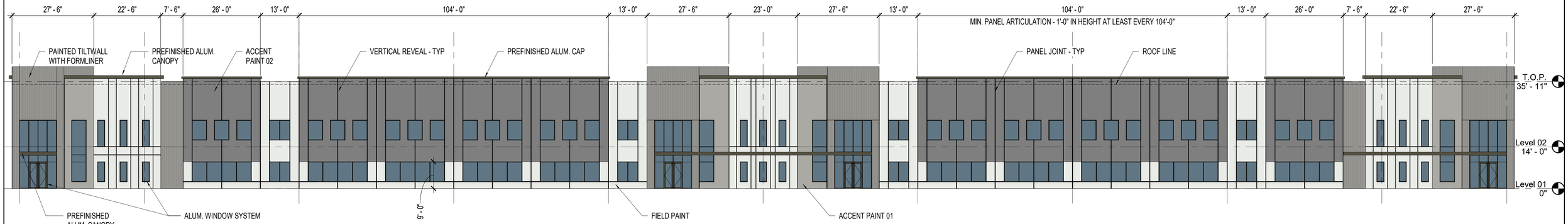
SW 7007
Ceiling Bright White
Interior / Exterior
Location Number: 257-C2

SW 7650
Ellie Gray
Interior / Exterior
Location Number: 239-C6

SW 7067
Cityscape
Interior / Exterior
Locator Number: 236-C5

FIELD PAINT | ACCENT PAINT 01 | ACCENT PAINT 02

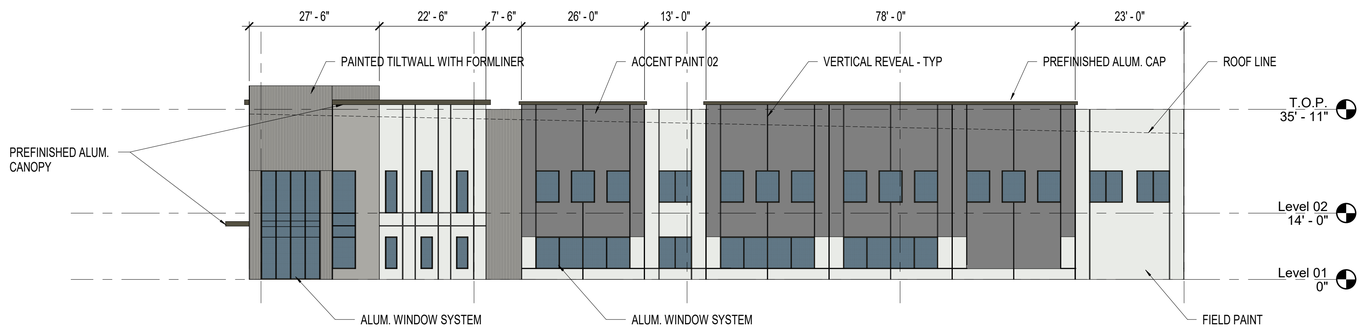
- FIELD PAINT - SW 7007 CEILING BRIGHT WHITE
- ACCENT PAINT 01 - SW 7650 ELLIE GRAY
- ACCENT PAINT 02 - DARK GREY
- FORMLINER WITH ACCENT PAINT 01
- VISION GLAZING



MAIN FACADE TOTAL BUILDING SURFACE AREA: 19,257 SF
MAIN FACADE GLAZING AREA: 4,659 SF (24.2% GLAZING)

FRONT ELEVATION

SCALE: 1/16" = 1'-0"



SIDE FACADE TOTAL BUILDING SURFACE AREA: 7,449 SF
SIDE FACADE GLAZING AREA: 1,508 SF (20.2% GLAZING)

SIDE ELEVATION

SCALE: 1/16" = 1'-0"

RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND AS SUCH SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.

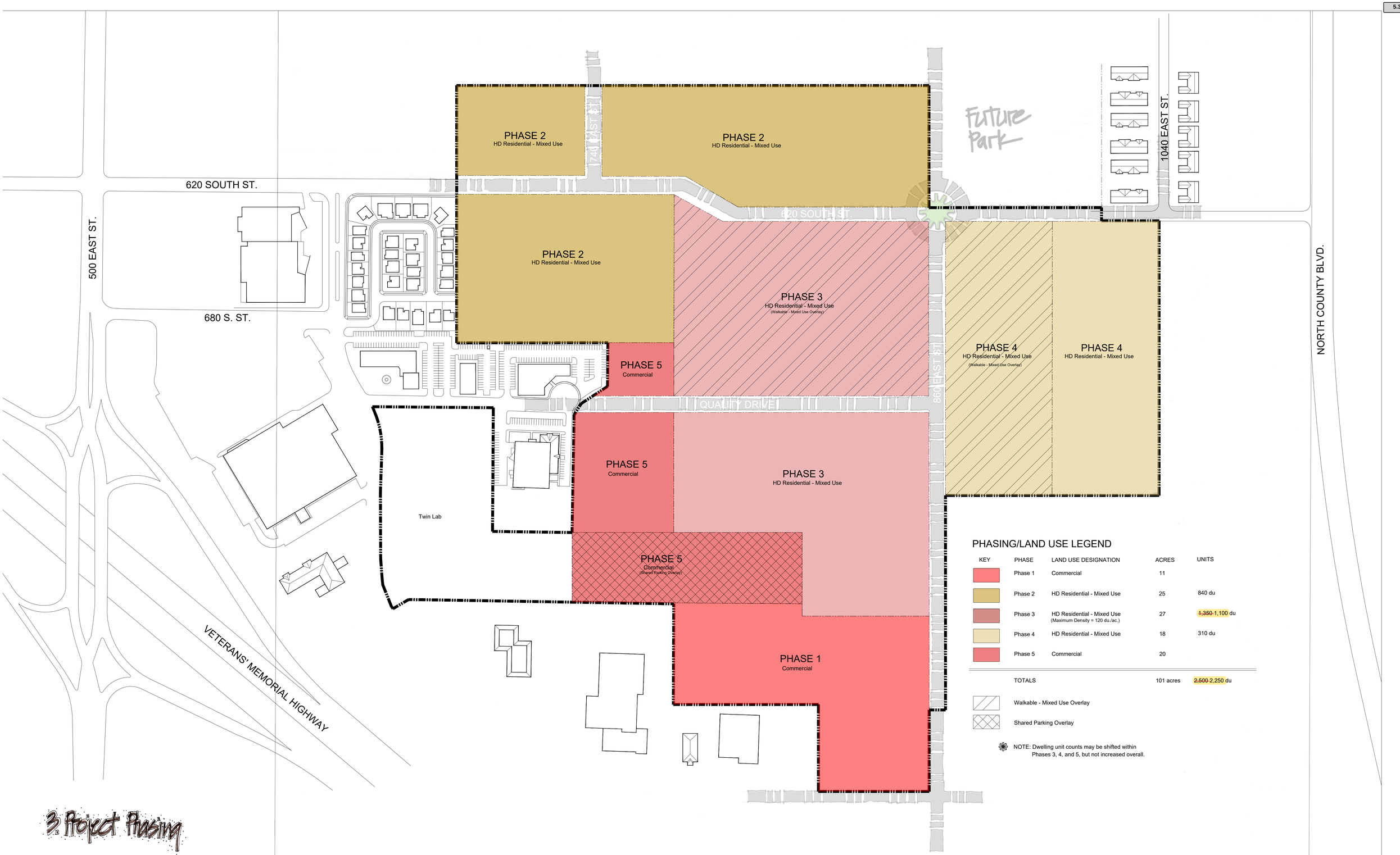
PANDO LAKE
A PROJECT FOR
WOODBURY COOPORATION

DENVER 03/12/21 COLORADO

powers brown architecture

Author XXXXXX

Attachment: 3. Application (Lake City Row Master Plan Amendment)



PHASING/LAND USE LEGEND

KEY	PHASE	LAND USE DESIGNATION	ACRES	UNITS
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	Phase 2	HD Residential - Mixed Use	25	840 du
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	Phase 4	HD Residential - Mixed Use	18	310 du
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		TOTALS	101 acres	~~2,500~~ 2,250 du

Walkable - Mixed Use Overlay

Shared Parking Overlay

NOTE: Dwelling unit counts may be shifted within Phases 3, 4, and 5, but not increased overall.

3. Project Phasing

Lake City Row Planned Community - REVISED MAR 2021

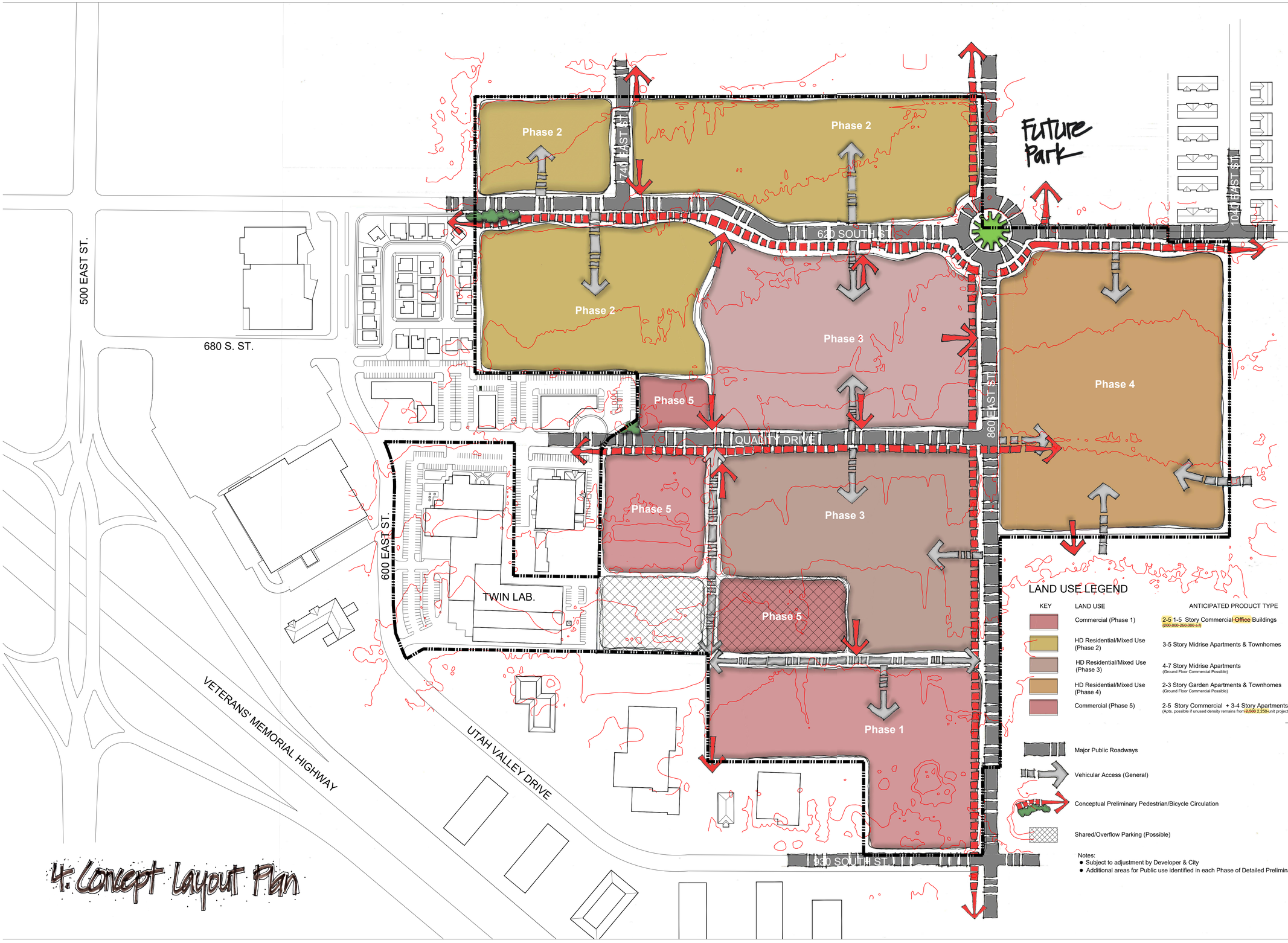
NORTH

0 150 300 450 feet

SCALE: 150'

epg Sustainable Solutions. Thriving Environments.

Attachment: 3. Application (Lake City Row Master Plan Amendment)



4. Concept Layout Plan

LAND USE LEGEND

KEY	LAND USE	ANTICIPATED PRODUCT TYPE	APPROX. DENSITY	UNITS
	Commercial (Phase 1)	2-5 1-5 Story Commercial ~~Office~~ Buildings (200,000-250,000 s.f)	100-250K s.f.	
	HD Residential/Mixed Use (Phase 2)	3-5 Story Midrise Apartments & Townhomes	30 du./acre	840 du.
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	Commercial (Phase 5)	2-5 Story Commercial + 3-4 Story Apartments (Apts. possible if unused density remains from ~~2,500~~ 2,250 unit project cap)		
			TOTAL	~~2,500~~ 2,250 du.

- Major Public Roadways
- Vehicular Access (General)
- Conceptual Preliminary Pedestrian/Bicycle Circulation
- Shared/Overflow Parking (Possible)

Notes:
- Subject to adjustment by Developer & City
- Additional areas for Public use identified in each Phase of Detailed Preliminay Plan

Lake City Row Planned Community - REVISED MAR 2021

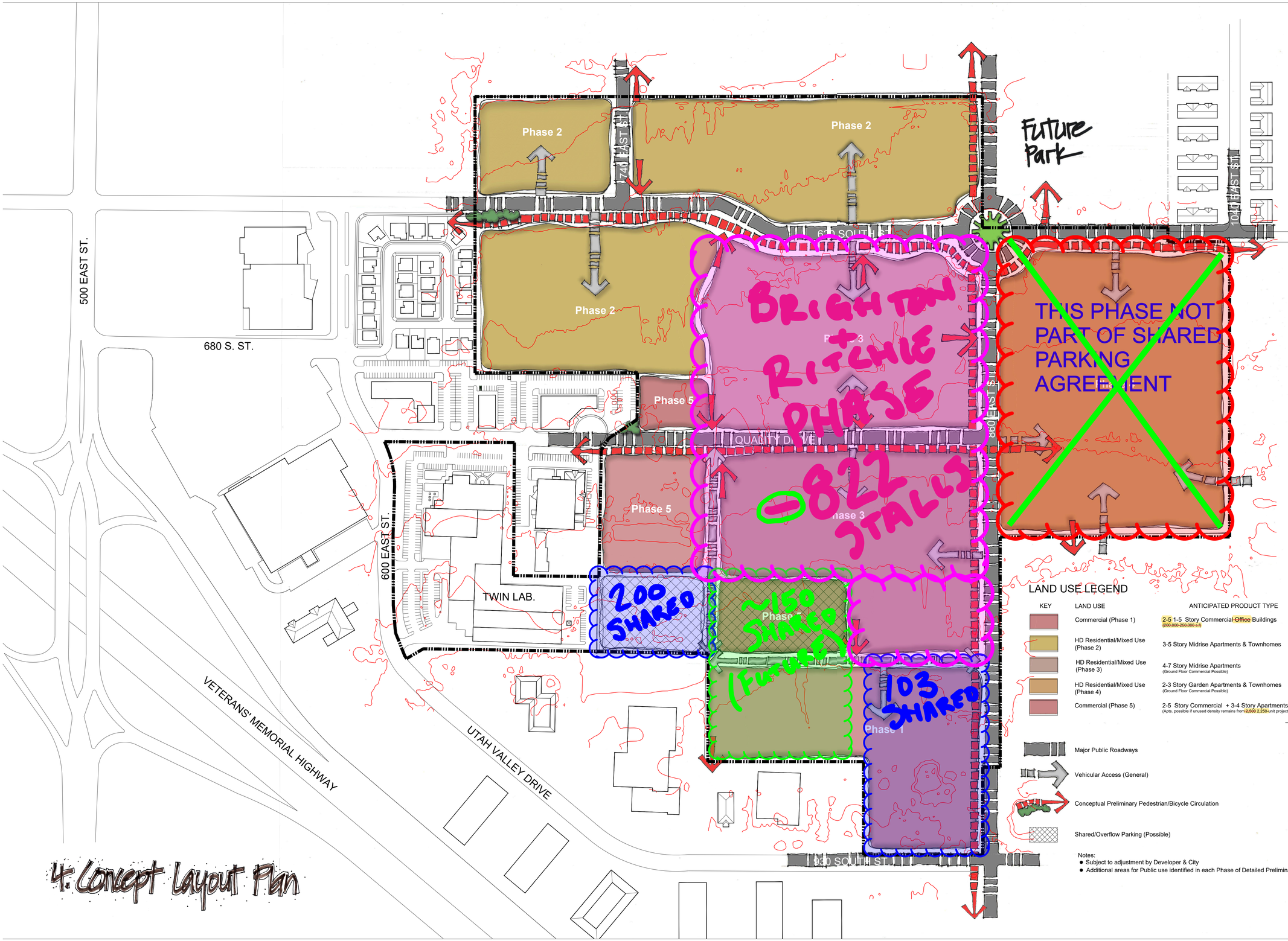
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SCALE: 150'

epg Sustainable Solutions. Thriving Environments.

Attachment: 3. Application (Lake City Row Master Plan Amendment)



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	Commercial (Phase 5)	2-5 Story Commercial + 3-4 Story Apartments (Apts. possible if unused density remains from 2,500 2,250-unit project cap)		
			TOTAL	2,500-2,250 du.

- Major Public Roadways
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Lake City Row Planned Community - REVISED MAR 2021

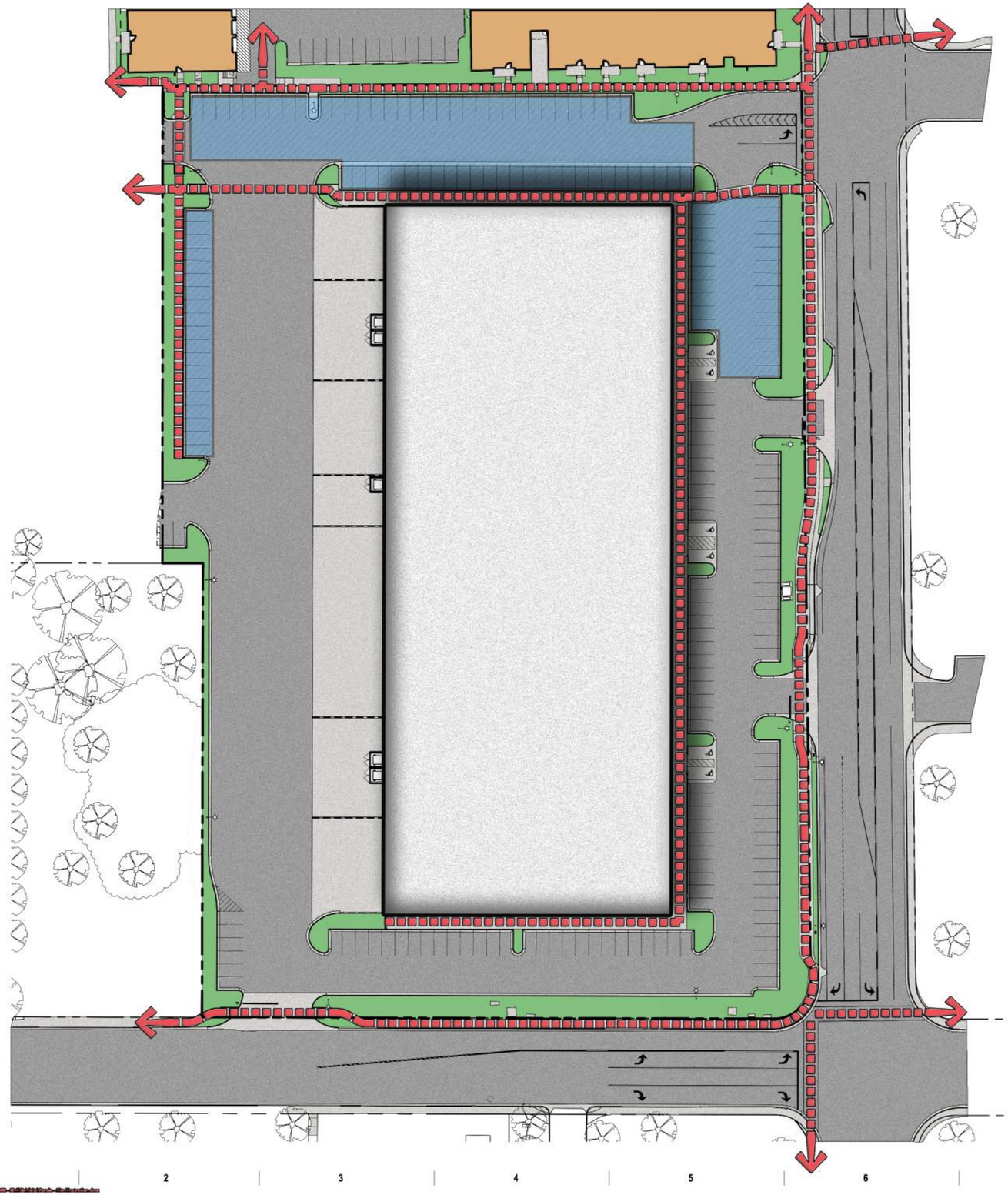
NORTH

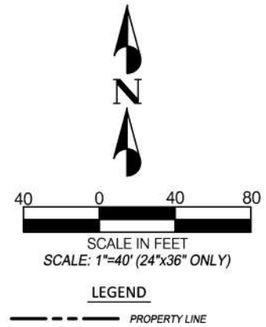
0 150 300 450 feet

SCALE: 150'

epg Sustainable Solutions Thriving Environments.

Attachment: 3. Application (Lake City Row Master Plan Amendment)





PARKING SUMMARY

LOT 13 (RETAIL)	
BUILDING SIZE: (TOTAL)	94,575 SF
CITY PARKING REQUIRED:	95 STALLS
PARKING PROVIDED:	207 STALLS
PARKING RATIO:	2.2/1,000 SF

SHARED PARKING

PEDESTRIAN CIRCULATION

WOODBURY CORPORATION
2733 EAST PARLEYS WAY, SUITE 300

REVISION DESCRIPTION | DATE

OVERALL SITE PLAN
UVBP - PANDO LAKE CITY
860 EAST 930 SOUTH

OVERALL SITE P
PROJECT #: 9636-
DATE: 04/12/
DRAWN BY:
SCALE: 1" = 40'

Attachment: 3. Application (Lake City Row Master Plan Amendment)

		Projected/Entitled Under LCR MasterPlan				Results of Approved/Adjusted Estimates to LCR Projects						Key Metrics			
ONSITE Parking Demand	Parcel Size	Masterplan Approx DU per Ac	Total DU	Stalls Req'd at 1.8	Stalls Req'd at 2.25	Realized/ Adjusted Anticipated Density	Realized/ Adjusted Anticipated Units	Stalls Req'd at 1.8	Stalls Req'd at 2.5	Realized/ Adjusted Anticipated Stalls Delivered	Ratio Delivered	Anticipated Delta in DU Realized vs Masterplan	Anticipated Delta in Stalls Req'd vs Masterplan at 2.25	Anticipated Stall Count Delivered surplus above 1.8	Anticipated Stall Count Delivered deficit below 2.25
Villas at Aspen Meadows	15.08	50	754	1357	1697	34	512	922	1152	1007	1.97	-242	-545	85	-145
OZ AF East (Bach)	10.39	30	312	561	701	32	331	596	745	632	1.91	19	43	36	-113
Brighton Phase 1 (TBD)	2.63	30	79	142	178	21	54	97	122	122	2.26	-25	-56	25	1
Bach Phase 2 (TBD)	14.38	30	431	777	971	32	458	825	1031	875	1.91	27	60	50	-156
Ritchie Phase 2 (TBD)	9	50	450	810	1013	39	352	634	792	634	1.80	-98	-221	0	-158
Total	**51.48**	**38**	**2026**	**3647**	**4559**	**31**	**1707**	**3073**	**3841**	**3269**	**1.97**	**-319**	**-717**	**197**	**-572**

-912

-572

Shared Parking Supply				
Project	Acreage/Footage	Total Stalls all Office	Shared Stalls if Office	Shared Stalls if Flex
Twinlab	2/no built footage	200	200	200
Woodbury Project	6/100,000	400	200	103
Vest Future Project	5.6/100,000	400	200	150
Total Supply	13.6ac/200,000sf	1000	600	453

Attachment: 3. Application (Lake City Row Master Plan Amendment)

Hearing, review and action on an amendment to the Lake City Row Planned Community Master Plan, located in the area of 860 East Utah Valley Drive, in the PC (Planned Community) and PI-1 (Planned Industrial) zones.

This item was tabled at the April 7th Planning Commission meeting. The Planning Commission requested additional information regarding the shared parking areas, numbers of stalls included and any buffering proposals. Discussion centered around shared parking, reduced housing units, and the appropriateness of office warehouse uses in a mixed-use community setting. Staff remains opposed to the amended concept plan, for the same reasons as stated in the original memo and at meeting. Regardless of any potential reduction in units, areas for shared parking or buffering, staff is of the feeling that office warehouse is more conducive to an industrial or light industrial area, not a traditional mixed use higher density development.

Lake City Row comprises of properties that were annexed under the Vest Annexation (2019). The property was zoned PC (Planned Community) in anticipation of mixed-use development consisting of office space, retail space, and higher density residential.

The Lake City Row master plan was approved in November 2019. The master plan envisioned up to 2,500 residential units located both independently and within mixed-use commercial areas. Additionally, areas of commercial office were approved as part of the overall master plan. The applicants were also granted approval of a reduced parking ratio of 1.8 stalls per unit; provided that a large area of shared parking would be present in-between office commercial and high density residential, in order to provide overflow parking for the adjacent residential; the peak demand for each use being offset. This area is called out as cross-hatched on both the original (approved) plan and the proposed amended plan.

The applicants have proposed a change to the master plan, altering the “commercial” in Phase 1, by removing the “office” designation and “2-5” story from the anticipated product type. In its place, they propose a “1-5” story “commercial” building product type, consisting of office-warehouse.

Staff recommends against the proposed change. Following are reasons for such a recommendation of denial.

The master plan approval granted a unit count of up to 2,500 units (corresponding overall density of 25 du/ac) on the premise that this is a true mixed-use development. Office-warehouse uses are typically found within largely industrial/light-industrial locations, not within traditional high density mixed-use developments. Office and traditional commercial such as retail create the mixed-

Attachment: 4. Staff Report (Lake City Row Master Plan Amendment)

use environment conducive for high density, where residents can conveniently access workspaces and other traditional commercial and retail uses.

Parking requirements for the residential portions of the project were reduced from the City standard of 2.25 stalls per unit, to 1.8 stalls per unit. This was based on a proposed count of approximately 1,500 commercial parking spaces being provided from the commercial office area in Phase 1. Office warehouse uses have a reduced parking requirement; warehouse portions requiring only 1 space per 1,000 sq. ft. While the applicants propose a reduction in the number of units from 2,500 to 2,250, the reduction in units is proposed in the northern area of Phase 3, well outside of the area designated for shared parking space. Phase 3, directly adjacent to Phase 1 and adjacent to the area proposed for shared parking has already received site plan approval for over 500 units at the ratio of 1.8 stalls per unit. Parking for the office use (Phase 1) adjacent to Phase 3 was intended to alleviate parking pressure from this area. Office warehouse use, if approved, will reduce the number of shared parking spaces available. In addition, the remaining, undeveloped Phase 3 is located north of Quality Drive. While the applicants state that parking pressure will be minimized by a decrease in units, there is still, in effect, approval to park at a reduced 1.8 stalls per unit.

Staff is concerned that if the master plan is amended to allow office warehouse uses in Phase 1, not only will the shared parking be greatly reduced, but additional requests may be made to convert the remaining commercial areas to office-warehouse, which will further reduce the intended mixed-use community that was promised with the original approval.

Potential Motions

APPROVAL

Mr. Chairman, I move that we recommend approval of the proposed Lake City Row master plan amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the proposed Lake City Row master plan amendment, with a finding that conversion of office commercial to office warehouse does not follow the original intent to create a mixed-use community and the removal of “office” from Phase 1 will reduce availability of parking intended as shared parking (as identified in the original master plan).

TABLE

Mr. Chairman, I move that we table action on the proposed Lake City Row master plan amendment.

Attachment: 4. Staff Report (Lake City Row Master Plan Amendment)

Mr. Hunter moved to approve the zone map amendment.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Geoff Dupaix	**Aye**
Harold Dudley	**Aye**
Ryan Hunter	**Aye**

The motion passed.

7. Hearing, review and action on an amendment to the Lake City Row Planned Community Master Plan, located in the vicinity of 860 East Utah Valley Drive in the PC Planned Community and the PI-1 Planned Industrial zones

Mr. Olsen informed commissioners that Lake City Row comprises properties that were annexed under the Vest Annexation (2019). The property was zoned PC (Planned Community) in anticipation of mixed-use development consisting of office space, retail space, and higher-density residential. The Lake City Row master plan was approved in November 2019. The master plan envisioned up to 2,500 residential units located both independently and within mixed-use commercial areas. Additionally, areas of commercial office were approved as part of the overall master plan. The applicants were also granted approval of a reduced parking ratio of 1.8 stalls per unit; provided that a large area of shared parking would be present in-between office commercial and high density residential, in order to provide overflow parking for the adjacent residential; the peak demand for each use being offset. This area is called out as cross-hatched on both the original (approved) plan and the proposed amended plan.

The applicants have proposed a change to the master plan, altering the "commercial" in Phase 1, by removing the "office" designation and "2-5" story from the anticipated product type. In its place, they propose a "1-5" story "commercial" building product type, consisting of office-warehouse.

Staff recommends against the proposed change. Following are reasons for such a recommendation of denial:

The master plan approval granted a unit count of up to 2,500 units (corresponding overall density of 25 du/ac) on the premise that this is a true mixed-use development. Office-warehouse uses are typically found within largely industrial/light-industrial locations, not within traditional high density mixed-use developments. Office and traditional commercial

Attachment: 5. Minutes (Lake City Row Master Plan Amendment)

such as retail create the mixed-use environment conducive for high density, where residents can conveniently access workspaces and other traditional commercial and retail uses.

Parking requirements for the residential portions of the project were reduced from the City standard of 2.25 stalls per unit to 1.8 stalls per unit. This was based on a proposed count of approximately 1,500 commercial parking spaces being provided from the commercial office area in Phase 1. Office warehouse uses have a greatly reduced parking requirement; warehouse portions requiring only 1 space per 1,000 sq. ft. While the applicants propose a reduction in the number of units from 2,500 to 2,250, the reduction in units is proposed in the northern area of Phase 3, well outside of the area designated for shared parking space. Phase 3, directly adjacent to Phase 1 and adjacent to the area proposed for shared parking has already received site plan approval for over 500 units at the ratio of 1.8 stalls per unit. Parking for the office use (Phase 1) adjacent to Phase 3 was intended to alleviate parking pressure from this area. Office warehouse use, if approved, will reduce the number of shared parking spaces available. In addition, the remaining, undeveloped Phase 3 is located north of Quality Drive. While the applicants state that parking pressure will be minimized by a decrease in units, there is still, in effect, approval to park at a reduced 1.8 stalls per unit.

Staff is concerned that if the master plan is amended to allow office-warehouse uses in Phase 1, not only will the shared parking be greatly reduced, but additional requests may be made to convert the remaining commercial areas to office-warehouse, which will further reduce the intended mixed-use community that was promised with the original approval.

Mr. Dupaix clarified that Phase 1 is currently considered as office/commercial designation.

Mr. Olsen stated that it was originally intended as office space, what they would like to do is give it a general commercial designation. There is a zone change and site plan in the works for an office/warehouse for that area. However, they are waiting on that until this master plan amendment works its way through council.

Mr. Dupaix added that Built Bar, Thermal Works, etc. are somewhat industrial uses currently in the area.

Mr. Olsen agreed, but said they were grandfathered in with the annexation. Phase 3 (Ritchie project) was approved as high-density residential with mixed-use commercial designation. The cross-hatched area of shared parking would be offset in peak times between the business and the residential uses.

Chairman Woffinden agrees with staff that we shouldn't be changing the master plan, the proposed amendment doesn't keep the vision of walkability. He also has concerns about truck traffic and noise.

Ms. Anderson previously recommended mixed-use for this area, she feels it is important to keep it the way it was originally approved with mixed-use and shared parking. Higher density was allowed with the understanding that the extra parking that would be needed

Attachment: 5. Minutes (Lake City Row Master Plan Amendment)

would be covered by shared parking in Phase 5. For a true mixed-use community to work it really needs the commercial uses as well. We would be allowing the higher density without the amenities if we approved this, not to mention the undesirable effects of noise and truck traffic.

Mr. Buck Swaney, developer with MDP Land, responded to concerns. He noted that they have been delivering lower residential density and this amendment would deliver less commercial intensity as well. Their company has a good record of delivery with Lake City Row. They have contributed $3 million in right-of-way and $6 million in roads and utilities. COVID has disrupted office economics around the country and the update that they are requesting comes from a desire to keep their commitments for all their partners. He responds to 3 core concerns:

1. Land use compatibility question – Staff is correct, we originally desired to build office buildings in this area. The office world has changed, new straight-office designation is not being developed right now. We are trying to adapt. Proposed flex-office use completely surrounds the property currently, is also all around Lake City Row. This concept adds the parking they promised. He displays a rendering of a 2-story office/warehouse building that is designed to not look overly industrial. Regarding the site plan, though it would have required 95 parking lots under a flex-industrial designation they are giving 50-60 overflow units so it would consist of 207 parking units.

2. Parking allocation – Parking allocations were reduced from 2.5 to 1.8, he agrees that staff is generally correct. Developers intend to put (zoom meeting audio cuts out) a lot of parking. In the master plan for Phase 3 it shows maximum density as 120 dwelling units per acre. In the Aspen Meadows property we had targeted a density up to 120, but the more likely outcome is 30-50 units per acre. Instead of 754 units, the site ended up with 512. There will be less demand for parking needed around the phase 5 area. They expect to continue making additional density reductions, it is feasible right now for developers to bring less density. Aspen Meadows delivered 100 more stalls than required by agreement. The final outcome of the first project in the area was less residential density and more parking than required. The Built Bar rear parking lot can also be used, adding 200 more stalls.

3. Limiting change to master plan – Staff is concerned that if this change is made, other changes will be requested as well. He acknowledged that this is a concern but said there is less intensity in an office/flex context, maybe the traffic density numbers are more comparable to a residential use. They are happy to make a commitment to ask for no other areas of flex-office. Phase 4 remains completely committed to mixed-use and higher-density. Their actual developments keep delivering reductions in density and they

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propose reductions in intensity as well. They want to be able to keep their commitments with their partners.

Mr. Dupaix clarified that the developer's plan is to reduce the number of units in Phase 3, which will lower the number of parking stalls required and also result in less intensity in commercial use. There will still be overflow parking in those areas to use if needed.

Mr. Swaney agreed with that assessment, he added that they will follow through on their commitment to city council that every time a site plan comes through they will orient additional parking to the development.

Chairman Woffinden asked about the possibility of increased truck traffic in the area.

Mr. Swaney replied that the buildings will not be gigantic, there are ingress/egress areas going to Utah Valley Drive and 860 East. Truck traffic could easily be routed away from apartments. He displayed graphics that showed traffic routes for trucks, loading, ingress/egress, etc. on the north, south, and west sides.

Mr. Dupaix asked if the intent would be to push truck traffic south to 930 and across to Utah Valley Drive or possibly over to 500 East.

Mr. Swaney agreed and added that there is an access point from the Ritchie apartments to the north. The Ritchie group is amenable to closing that driveway if the city desires so that the two kinds of traffic don't mix. Shared parking in the business area would be visitor parking, not overnight parking.

Ms. Anderson feels like this is a beautiful building and perhaps a good plan for an industrial area, but she doesn't feel it fits in a residential mixed-use community. Commissioners are trying to look at the whole area. This proposal has good parts, but she doesn't feel it would all fit together in the desired way to promote walkability and less residential traffic.

Mr. Dupaix said that this area was originally slated to be office use. With that in mind, he doesn't see that there would be a lot of shops, retail, etc, if it was slated for office use.

Mr. Swaney agreed that this is area is not the mixed-use portion, it is the horizontal space that was intended for office use.

Mr. Dupaix thinks they should take into consideration the office and light industrial uses to the south and west. He has not seen a lot of retail businesses yet in the planned areas. The city doesn't have a lot of shopping in this area to begin with. He believes that people will be going up to State Street because that type of retail business isn't in this area.

Mr. Olsen explained that this was the purpose of granting the higher densities, more of those traditional retail uses would locate here also. They would be pulled into the area by high density residential, that is how it was sold to the council.

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Mr. Dupaix understands, but it sounds like the Phase 1 was proposed to be office anyway, which negates retail functionality.

Mr. Olsen added that the intent for Phase 1 was to supply an office use with shared parking, not the light industrial use. The light industrial use exists already to the south and the west.

Mr. Swaney agreed that that was the intent and reiterated that the COVID situation has forced them to reconsider their plans.

Mr. Olsen asked Mr. Swaney if they are planning to reduce the number of units in Phase 3. This phase has already been approved. Approval was granted under a lower standard for required parking based on the understanding that there would be shared parking available.

Mr. Swaney replied that there is an upper and lower section of Phase 3, the lower portion is still in review. He explains that there is new context. They originally thought that section would be 50 units per acre, now there is less demand and the development is smaller with an associated smaller demand for shared parking.

Chairman Woffinden asked for input from other commissioners.

Mr. Hunter is trying to understand where Phase 3 is at and what has been approved. He thought that the original approval was around 1350 parking stalls, now it looks like it will be significantly fewer. He knows that the market has changed and nobody knows the long-term ramifications. He asked where on the map the proposed office designation would go, and what would be to the left (northwest) of it on the map.

Mr. Swaney replied that right now it will stay agricultural. The proposed office building will be oriented to maximize the cross-hatched bank of shared parking.

Mr. Hunter asked if there will be a road through the parking area.

Mr. Swaney affirmed and said that there is a driveway access down the left side through Phase 3 and into the cross-hatched portion. He feels that there are significant high-quality accesses to the parking.

Mr. Hunter expressed that his position is somewhere in between Ms. Anderson and Mr. Dupaix. If the proposal was slated to be a 5-story office tower then it wasn't going to walkable anyway. Phase 1 wasn't intended to be like walking to Walmart, he thinks it fits in with the other office/industrial uses as long as the parking needs are being met.

Mr. Olsen added that the importance of Phase 1 was that it was supposed to have been a buffer between residential and more industrial use.

Mr. Hunter asked when the shared parking component was supposed to be put in.

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Mr. Olsen said it wasn't necessarily going to be at the beginning of the development, but in the annexation agreement an amount of residential was specified as required, then a certain amount of commercial before more residential was built.

Mr. Swaney added that as he heard it, Mr. Hunter was asking if there was a commitment for when the shared parking amenity was going to be built. It will be built along with each site plan to honor the commitment for the residential overflow parking.

Mr. Hunter wanted to know how many parking stalls will be netted, he wants to have the parking numbers confirmed. He also wants the environment with the shops for the high-density living but this Phase 1 project was not going to be that kind of environment anyway.

Mr. Olsen confirmed that Phase 1 was always intended to be office use.

Mr. Swaney indicated that they recently ran a market study, the economic consultant said the area would be perfect for village-type retail. Since then, investor discussions have been uniformly positive when the targeted residential is done in Phase 4.

Mr. Dupaix thanked him for the discussion, he added that these are hard decisions but it has been informative and well-stated by Mr. Swaney.

Ms. Anderson asked Mr. Swaney to clarify what Phase 5 will consist of.

Mr. Swaney indicated that it will be left as commercial for the time being. The upper part is boundaried by the house on the corner of 860 East in the northern quadrant of the master plan and the lower part is boundaried by Hadco. His group likely will not be involved in the planning unless they can acquire the corner house. If they have allowed density left-over in the project, they may put some residential on the upper Phase 5 parcel with some coffee-shop style retail on bottom.

Public Hearing Opened

No comments were received.

Public Hearing Closed

Ms. Anderson moved to deny the proposed Lake City Row master plan amendment, with a finding that conversion of office-commercial to office-warehouse does not follow the original intent to create a mixed-use community and the removal of "office" from Phase 1 will reduce availability of parking intended as shared parking (as identified in the original master plan).

There was no second for the motion.

Mr. Dupaix moved to table action on the proposed Lake City Row master plan amendment.

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Mr. Hunter would like more concrete numbers regarding parking and density before he makes a decision on the proposed amendment.

Ms. Anderson asked if the proposed office warehouse is oriented north and south, Mr. Swaney confirmed. He added that high-quality architectural finishes would be on the sides visible to residents. She expressed that she does not like the idea of truck traffic in the area and she is not thrilled about the proposal, but she indicates it may not be an insurmountable problem.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Geoff Dupaix	**Aye**
Harold Dudley	**Aye**
Ryan Hunter	**Aye**

The motion passed.

Mr. Swaney agreed that he should clarify the effect on the parking and provide a more detailed master plan drawing showing landscaping details and architectural materials on the horizontal sides. He also can further address walkability concerns, truck traffic and noise, loading docks, etc. He will have necessary materials available for the next meeting.

8. Hearing, review and action on amendments to Section 17.4.401 entitled CC-1 Central Commercial zone of the American Fork Municipal Code regarding variability of road cross-sections.

Ms. Andrus indicated that the applicant will not pursue this amendment given the negative recommendation by city staff. She gave the Engineering response from American Fork City Code 17.4.401:

> *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" 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,*

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APPROVED MINUTES

3. Hearing, review and action on amendments to Section 17.7.507.F.6 of the American Fork City Municipal Code regarding building primary orientation

Mr. Olsen stated that the proposed City-initiated code text amendment deals with building primary orientation for multi-family structures within the PC (Planned Community) zone. Staff recommends that a building's primary orientation, in addition to being "toward a street" be expanded to include drive aisle, common area or other public or private open space. This will allow buildings to orient toward open spaces (whether public or private), drive aisles as found in traditional multi-family developments or public/private streets. In so doing, this will allow greater flexibility in siting structures--as intended by the PC zone--and be similar to allowances given for building placement in the TOD (Transit Oriented Development) zone.

Mr. Ben Hunter has no engineering concerns or comments.

Public Hearing Opened

No comments were received.

Public Hearing Closed

Mr. Dupaix moved to recommend approval of the proposed amendments to the Development Code.

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

Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Rod Brocious	**Aye**
Harold Dudley	**Aye**
Geoff Dupaix	**Aye**

The motion passed.

4. Hearing, review and action on an amendment to the Lake City Row Planned Community Master Plan, located in the vicinity of 860 East Utah Valley Drive in the PC Planned Community and the PI-1 Planned Industrial zones

Mr. Olsen reminded commissioners that this item was tabled at the April 7th Planning Commission meeting. The Planning Commission requested additional information regarding the shared parking areas, numbers of stalls included and any buffering proposals. Discussion centered around shared parking, reduced housing units, and the appropriateness of office warehouse uses in a mixed-use community setting. Staff remains opposed to the amended

Attachment: 5. Minutes (Lake City Row Master Plan Amendment)

concept plan, for the same reasons as stated in the original memo and at meeting. Regardless of any potential reduction in units, areas for shared parking or buffering, staff is of the feeling that office warehouse is more conducive to an industrial or light industrial area, not a traditional mixed use higher density development.

Lake City Row comprises of properties that were annexed under the Vest Annexation (2019). The property was zoned PC (Planned Community) in anticipation of mixed-use development consisting of office space, retail space, and higher density residential.

The Lake City Row master plan was approved in November 2019. The master plan envisioned up to 2,500 residential units located both independently and within mixed-use commercial areas. Additionally, areas of commercial office were approved as part of the overall master plan. The applicants were also granted approval of a reduced parking ratio of 1.8 stalls per unit; provided that a large area of shared parking would be present in-between office commercial and high density residential, in order to provide overflow parking for the adjacent residential; the peak demand for each use being offset. This area is called out as cross-hatched on both the original (approved) plan and the proposed amended plan.

The applicants have proposed a change to the master plan, altering the "commercial" in Phase 1, by removing the "office" designation and "2-5" story from the anticipated product type. In its place, they propose a "1-5" story "commercial" building product type, consisting of office-warehouse. Staff recommends against the proposed change. Following are reasons for such a recommendation of denial:

The master plan approval granted a unit count of up to 2,500 units (corresponding overall density of 25 du/ac) on the premise that this is a true mixed-use development. Office-warehouse uses are typically found within largely industrial/light-industrial locations, not within traditional high density mixed-use developments. Office and traditional commercial such as retail create the mixed-use environment conducive for high density, where residents can conveniently access workspaces and other traditional commercial and retail uses.

Parking requirements for the residential portions of the project were reduced from the City standard of 2.25 stalls per unit, to 1.8 stalls per unit. This was based on a proposed count of approximately 1,500 commercial parking spaces being provided from the commercial office area in Phase 1. Office warehouse uses have a reduced parking requirement; warehouse portions requiring only 1 space per 1,000 sq. ft. While the applicants propose a reduction in the number of units from 2,500 to 2,250, the reduction in units is proposed in the northern area of Phase 3, well outside of the area designated for shared parking space. Phase 3, directly adjacent to Phase 1 and adjacent to the area proposed for shared parking has already received site plan approval for over 500 units at the ratio of 1.8 stalls per unit. Parking for the office use (Phase 1) adjacent to Phase 3 was intended to alleviate parking pressure from this area. Office warehouse use, if approved, will reduce the number of shared parking spaces available. In addition, the remaining, undeveloped Phase 3 is located north of Quality Drive. While the applicants state that parking

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pressure will be minimized by a decrease in units, there is still, in effect, approval to park at a reduced 1.8 stalls per unit.

Staff is concerned that if the master plan is amended to allow office warehouse uses in Phase 1, not only will the shared parking be greatly reduced, but additional requests may be made to convert the remaining commercial areas to office-warehouse, which will further reduce the intended mixed-use community that was promised with the original approval.

Mr. Buck Swaney, applicant, displayed maps of the original proposal and the amended proposal. A shared parking amenity would be removed under the proposed amendment. Many of the remaining apartments are larger (2-3 bedroom) and don't require any additional parking. Originally this area was approved for a density of 50 units per acre because it was closer to the shared parking. Actual density numbers along with a demand for use and parking have come down so that the net result of the highest density phase in the development is that parking demand has been reduced. Their shared parking easement with Twin Lab remains intact. Only a portion of the planned shared parking would have been oriented for use by the apartments, parking stalls in this area will reduce from 200 to 150. This is a minor reduction compared with the reduction in demand. Regarding the area of 207 parking stalls – if the zoning were industrial then 93 stalls would be required. They are providing almost double that amount to be used by office space as well.

The proposed warehouse building will be glassy and have a high-quality finish. It is intended to be highly usable and desirable as possible corporate headquarters. He then showed a table of parking counts. The table named projects west of 860 East, the master plan had a deficit of 912 stalls. If office designation was allowed on all sites, 600 parking stalls would be required. Under their proposal, density goes down to 31 units per acre and the plan reflects lighter parking use because of larger units. The actual parking stall deficit would be 572. Shared stalls under an office/flex use provide 453 spaces. The entire parking picture would end up with large decrease in demand along with modest decrease in parking and still ends up with more parking than expected.

Mr. Swaney discussed the issue of walkability, they propose significant pedestrian infrastructure. He displayed a map of pedestrian use, their plans prioritize pedestrian connections along 860 East. He showed the site plan for the office/warehouse and pointed out walking connections along 860 East and good pedestrian circulation.

He then spoke about buffering and asked what the planning commission would like to see. He believes that distance will be a buffer for the parking areas, and he added that they could look at landscaping for noise buffering.

Mr. Dupaix would like to see landscaping as a buffer along the roadway.

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Mr. Swaney stated that they will do as much landscaping as they can responsibly and they can add enhancements at the site plan level. They will use a landscape architect and defer to the wishes of the planning commission.

Mr. Dupaix indicated that he's gone to the area several times with the map as a reference. It looks like they are close to meeting the 1.8 parking standard. He references the development across the city boundary in Pleasant Grove. There is an LDS church, a school (Liahona Prep Academy), and other commercial development. This area is mostly industrial, with a church and school. As you move east you get into higher-density housing. He feels comfortable allowing the adjustments because he thinks the parking can work and he thinks it is more consistent to allow the office/warehouse because it's what is already there. He doesn't see it as an issue. The whole west side of the road is already office or industrial.

Vice-Chairwoman Anderson stated that she keeps going back to the basics that would make a mixed-use area work. She sees a big difference between office/retail and office/warehouse. The proposed changes would result in less office/retail space, fewer employment options for the residents of the high-density area, increased truck traffic, and decreased parking availability. She feels that the density in this area was approved on the basis that it would be mixed-use.

Mr. Dupaix knows what will be coming into the surrounding area and feels that the truck traffic will be miniscule compared to what is going to be on 860 East. He doesn't feel the increase in truck traffic will be substantial.

Vice-Chairwoman Anderson added that the idea of a mixed-use area is to bypass the traffic problem by putting residential and commercial in close proximity so that driving is decreased. She wants to support the developer as much as possible, but the commission's main responsibility is to the residents.

Mr. Swaney clarified that this proposal is a less intense land use. Office use requires four stalls per 1000 sf, this proposed adjustment would be less intense. Regarding walkability- everything in this area is walkable to residents. That has always been the developer's intent.

Vice-Chairwoman Anderson asked if all of phase 3 has been approved.

Mr. Olsen replied that the lower portion below Quality Drive has been approved.

Vice-Chairwoman Anderson added that this part would be impacted by a change in parking. They have already been approved for over 500 units and it seems likely they will come up short.

Mr. Swaney replied that there is a right-of-way on the west side of the parcel which is allocated to the shared parking amenity. The final calculation was 1.97 stalls, it will be a couple of years before it reaches capacity. This will be supplemented by shared parking that's already built, they have the right-of-way leading to it.

Vice-Chairwoman Anderson asked other commissioners for their input.

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Mr. Christiansen asked a question about the table displayed by Mr. Swaney. There appears to be a typo in one of the numbers. He was not at the last meeting and he is hesitant. He doesn't feel that this will mesh well like previous projects.

Mr. Brocious wasn't in attendance at the last meeting either, he feels that changing the designation would result in less available parking. He feels that mixed-use will be more appropriate for the project.

Vice-Chairwoman Anderson asked if planning staff would give an overview of their position for those that were not able to attend the last meeting.

Mr. Olsen stated that Mr. Swaney has done a good job crunching the numbers and selling their proposed amendment. Overall, office designation has a lower parking requirement than commercial so there would be less area for shared parking. Staff feels that the proposed amendment also goes against how it was sold and promoted as mixed-use. The developer wants to change to office/warehouse and the city council will ultimately decide. As planning staff we felt it went against the original proposal as parking stalls would be reduced while density remained the same. Staff do not feel that the office/warehouse use is conducive to the mixed-use vision. The planning commission tabled this at the last meeting because they wanted more information about buffering and parking numbers, so Mr. Swaney agreed to come back tonight with more details.

Mr. Swaney added that the developers originally desired to build office/retail on this site. They were working toward this with Woodbury until COVID-19 pulled the carpet out from under office use. Their proposed amendment is driven by economics and the unforeseen change from a pandemic, not by being disingenuous or playing shell games. They agree that mixed-use is the original intent, but this is amendment is how they can keep the project going.

Mr. Dudley agrees that things have changed over the past year and the analysts aren't sure where it will go. The state of Utah is reducing their office space by 50%. How do you plan for this new situation? He agrees with both Mr. Dupaix and Vice-Chairwoman Anderson and also with Mr. Olsen. He feels very torn about the decision. He believes that a decision needs to be made and there are valid reasons to be on both the developer's side and city staff side. He doesn't know what the right decision will be. He believes that industrial mixed-use developments can be done right. He gives the example of such a development along Jordan Parkway at about 9000 South. He feels this is very nicely done and can stay vibrant because it allows for a lot of uses such as corporate headquarters, etc. He doesn't have a strong opinion either way.

Vice-Chairwoman Anderson expressed her high hopes for different areas of the city. This may be an area where we have the option to make it a really nice mixed-use area, she wants to hold to that. She doesn't know what the future looks like for office/warehouse, but she thinks they have a responsibility to the residents to hold to the general plan.

Attachment: 5. Minutes (Lake City Row Master Plan Amendment)

Mr. Olsen stated that a quorum of four will be required to move this amendment forward. City council will read the minutes and can reach out to staff for clarification and council will make the final decision. This item will only move forward (approval or denial) with four votes. Five commissioners are in attendance, so a vote does not need to be unanimous to move it forward.

Mr. Swaney gave final remarks by displaying an image of their proposed building. He indicated that it is designed to function more as a corporate headquarters and will have a mixed-use function.

Commissioners thanked him for his work.

Mr. Christiansen has listened to the views of his colleagues and feels that this amendment is different from the original intent of the project. He pointed out that if commission agrees to the change, we are locked in to the difference. If we stick with the original plan, we can always change it later if the situation demands. He is leaning toward holding to the original intent.

Public Hearing Opened

No comments were received.

Public Hearing Closed

Mr. Christiansen moved to recommend denial of the proposed Lake City Row master plan amendment, with a finding that conversion of office commercial to office warehouse does not follow the original intent to create a mixed-use community and the removal of "office" from Phase 1 will reduce availability of parking intended as shared parking (as identified in the original master plan).

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

Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Rod Brocious	**Aye**
Harold Dudley	**Aye**
Geoff Dupaix	**Nay**

The motion passed.

Attachment: 5. Minutes (Lake City Row Master Plan Amendment)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on the acceptance of an encroachment agreement on 700 West with Chad and Michele Carnesecca.

SUMMARY RECOMMENDATION Staff recommends approval of an easement encroachment agreement for 714 North 700 West.

BACKGROUND Owners, Chad and Michele Carnesecca, intend to construct a swimming pool on the property. City code currently specifies an easement at the location where the pool is proposed. This agreement allows encroachment into the easement that an upcoming ordinance change will deem moot.

BUDGET IMPACT None

SUGGESTED MOTION Move to authorize the City to approve the easement encroachment agreement for 714 North 700 West and authorize the Mayor to sign the document.

SUPPORTING DOCUMENTS

Encroachment Agreement 714 N 700 W -Carnesecca (DOCX)

AGREEMENT TO ENCROACH UPON
PUBLIC UTILITY EASEMENT IN AMERICAN FORK CITY

This Agreement entered into this __ day of _____, _____, between American Fork City, a municipal corporation of the State of Utah (the "City"), and Chad and Michele Carnesecca, ("Grantee(s)"). The City and Grantee(s) may be jointly referred to as the "Parties."

Whereas, Grantee(s) is the owner of real property located at 714 North 700 West, American Fork, Utah, 84003 (Parcel# 46:712:0014), American Fork, Utah (the "Property"); more particularly described in Exhibit "A" attached herewith;

Whereas, the City has a 10-foot public utility easement located on the east side of said Property;

Whereas, Grantee(s) is proposing private improvements including a swimming pool within the public utility easement located adjacent to said Property;

Whereas, Grantee(s) desires consent from the City to permit said encroachment;

Whereas, the City agrees to allow for such encroachment, subject to the terms of this Agreement.

TERMS

Now, therefore, in consideration of the covenants, terms, and conditions herein, the parties agree as follows:

1. Grantee(s) acknowledges the existence of the public utility easement and requests permission for the aforementioned proposed private improvements to encroach on said public utility easement approximately ___5___ feet of the western half of said public utility easement. The eastern half of said easement shall not be encroached upon.

2. City hereby grants permission for the encroachment into said public utility easement with the understanding that no additional private improvements or upgrades to existing private improvements will be permitted in public utility easement.

3. City specifically reserves the right to revoke permission granted herein. Said right of revocation may be exercised by City in the event use of said public utility easement becomes reasonably necessary. Grantee(s) agrees that City may exercise said right of revocation, notwithstanding the fact that Grantee(s) may have expended money and labor to construct and maintain improvements located within the public utility easement.

4. In the event City invokes its right of revocation, said revocation shall become effective sixty (60) days after written notification of revocation is mailed to grantee. Within said sixty (60) day period Grantee(s) shall, at his/her own expense, remove the improvements from the public utility easement and restore said public utility easement consistent with the condition of the remaining public utility easement adjacent thereto. If Grantee(s) fails to remove the improvements within such time, City may remove it and all reasonable

Attachment: Encroachment Agreement 714 N 700 W -Carnesecca (Easement Encroachment Agreement - 700 West)

costs incurred by City or within such time, City may remove it and all reasonable costs incurred by City in doing so shall constitute a lien upon the Property.

5. Grantee(s) agrees to indemnify and hold City and its agents harmless from any and all claims from injury, death, loss or damage arising from the installation, removal, or maintenance of the improvements by Grantee(s) in interest pursuant to the permission granted hereunder.

6. The permission granted to Grantee(s) herein shall be permitted to extend to heirs, assignees, or successors in interest of grantee, under the same terms and conditions set forth herein.

7. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United Stated mail, postage pre-paid, and certified and addressed as follows:

   CITY:

   American Fork City
   Attn: City Recorder
   51 E Main St.
   American Fork, UT 84003

   GRANTEE(S):

   Chad and Michele Carnesecca
   714 North 700 West
   American Fork, UT 84003

8. This Agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal instructions, understandings, etc., nor letters or documents signed by one of the parties shall be permitted to operate as an amendment to this agreement.

Attachment: Encroachment Agreement 714 N 700 W -Carnesecca (Easement Encroachment Agreement - 700 West)

In witness whereof, the parties have executed this Agreement on the date first above written.

Grantee(s):

_____
BY: Chad Carnesecca

_____
BY: Michele Carnesecca

STATE OF UTAH)
:ss
COUNTY OF _____)

On this _____ day of _____, 20_____, personally appeared before me Chad Carnesecca and Michele Carnesecca, the signer(s) of the foregoing instrument who duly acknowledged to that they executed the same.

_____
Notary Public

AMERICAN FORK CITY:

_____
Bradley J. Frost, Mayor

ATTEST:

_____
City Recorder

Approved as to form:

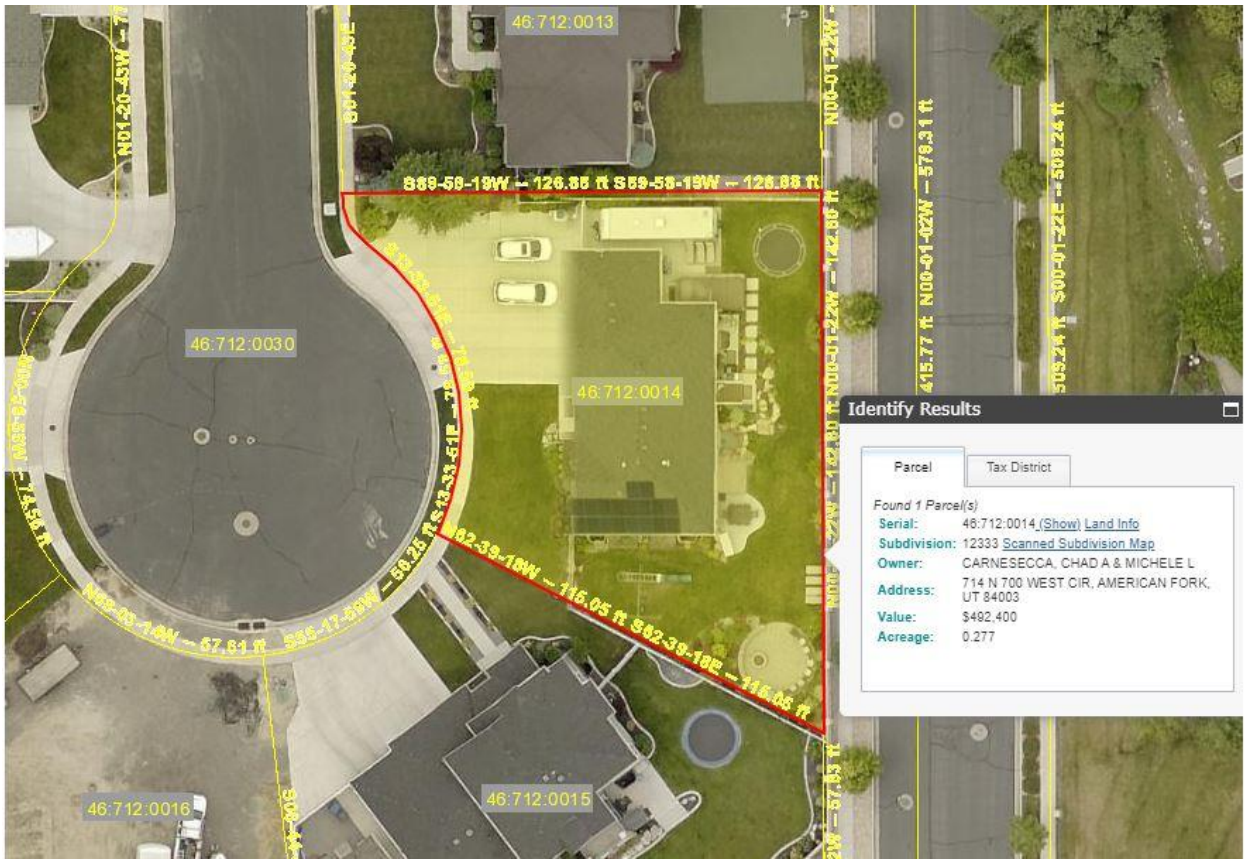
_____
City Attorney

Attachment: Encroachment Agreement 714 N 700 W -Carnesecca (Easement Encroachment Agreement - 700 West)

EXHIBIT "A"

LOT 14, MITCHELL SPRINGS SUBDIVISION, AMERICAN FORK, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

PARCEL NO 46:712:0014



(Captured from Utah County Parcel Map on May 11, 2021 - https://maps.utahcounty.gov/ParcelMap/ParcelMap.html)

Attachment: Encroachment Agreement 714 N 700 W -Carnesecca (Easement Encroachment Agreement - 700 West)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on an ordinance approving the partial Right-of-Way Vacation for 900 West from approximately 350 South to 620 South related to the Lakeshore Landing Subdivision Plats A-J

SUMMARY RECOMMENDATION
Approval of the Ordinance for the partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing Subdivision.

BACKGROUND
The City Council approved the AF21 Annexation at the regular City Council meeting held on February 12, 2019 which included the dedication of 900 West as an 84 foot wide TOD - Neighborhood Collector roadway. The City Council approved the Lakeshore Landing Subdivision Plats A-J at the regular City Council meeting held on June 30, 2020 which included the 900 West right-of-way dedicated with the annexation. Additionally, the City Council approved an amended cross section for the TOD - Neighborhood Collector roadway at the regular City Council meeting held on February 11, 2020 which reduced the total required right-of-way width from 89 feet to 79 feet. This partial right-of-way vacation vacates the excess 10 foot wide right-of-way width between the old cross section and the amended cross section for the TOD - Neighborhood collector roadway along 900 West through the Lakeshore Landing subdivisions.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to approve the Ordinance approving the partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing Subdivision Plats A-J and to authorize the city to sign all necessary documents.

SUPPORTING DOCUMENTS

900 West ROW Vacation - 350 South to 620 South (DOCX)
LAKESHORE LANDING PLAT A - EXCESS ROW SUBMITTAL 3-30-21 (PDF)
LAKESHORE LANDING PLAT C - EXCESS ROW SUBMITTAL 3-30-21 (PDF)
LAKESHORE LANDING PLAT E - EXCESS ROW SUBMITTAL 3-30-21 (PDF)
LAKESHORE LANDING PLAT G - EXCESS ROW SUBMITTAL 3-30-21 (PDF)
LAKESHORE LANDING PLAT I - EXCESS ROW SUBMITTAL 3-30-21 (PDF)

LAKESHORE LANDING PLAT J - EXCESS ROW SUBMITTAL 3-30-21 (PDF)

Attachment: 900 West ROW Vacation - 350 South to 620 South (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF THE RIGHT OF WAY ON 900 WEST FROM APPROXIMATELY 350 SOUTH TO 620 SOUTH, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has reduced the right-of-way width requirement for the TOD – Neighborhood Collector road from 89 feet to 79 feet, and

WHEREAS, the City of American Fork received as part of annexation a right-of-way for a total of 89 feet, and

WHEREAS, the City of American Fork received a request to vacate ten (10) feet of the road right-of-way located on 900 West from approximately 350 South to 620 South to vacate a portion of said street, and

AND WHEREAS, all utility facilities present in the proposed vacation area will remain, and

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said street and public hearing was held on May 25, 2021, 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 right of way on 900 West from approximately 350 South to 620 South, American Fork.

A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the right of way on 900 West from approximately 350 South to 620 South and that vacating it will not be detrimental to the public interest.

B. Legal Descriptions:

Parcel #1:
A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 1691.65 feet and West 333.62 feet from the South Quarter corner said Section 22; and running:

thence North 00°46'05" East 815.39 feet; thence along the arc of a 20.00 foot radius curve to the left a distance of 31.47 feet (curve having a central angle of 90°08’41” and a long chord bearing N44°18’43”W 28.32 feet); thence North 89°23’31” West 191.12 feet; thence North 00°53’51” East 4.50 feet; thence South 89°23’31” East 191.55 feet; thence along the arc of a 20.00 foot radius curve to the right a distance of 30.55 feet (curve having a central angle of 87°21’13” and a long chord bearing S45°40’37”E 27.67 feet); thence South 00°46’02” West 16.30 feet; thence South 06°04’09” East 42.00 feet; thence South 00°46’05” West 762.82 feet; thence North 89°13'03" West 5.44 feet to the point of beginning.

The above described parcel contains 5,236 square feet in area or 0.12 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Parcel #2:

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 1690.43 feet and West 244.66 feet from the South Quarter corner said Section 22; and running:

thence North 00°46'05" East 730.43 feet; thence North 89°15’29” West 4.54 feet; thence South 00°46’05” West 730.43 feet; thence South 89°13’03” East 4.54 feet to the point of beginning.

The above described parcel contains 3,314 square feet in area or 0.08 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Parcel #3:

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 1194.53 feet and West 582.59 feet from the South Quarter corner said Section 22; and running:

thence North 57°57'04" East 108.16 feet; thence along the arc of a 330.50 foot radius curve to the left a distance of 329.85 feet (curve having a central angle of 57°10’58” and a long chord bearing N29°21’35”E 316.33 feet); thence North 00°46’05” East 164.04 feet; thence South 89°13’03” East 5.44 feet; thence South 00°46’05” West 164.55 feet; thence along the arc of a 335.50 foot radius curve to the right a distance of 334.84 feet (curve having a central angle of 57°10’58” and a long chord bearing S29°21’35”W 321.11 feet); thence South 57°57’04” West 107.51 feet; thence North 39°27’15” West 5.71 feet to the point of beginning.

The above described parcel contains 3,366 square feet in area or 0.08 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Parcel #4:

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 990.81 feet and West 653.54 feet from the South Quarter corner said Section 22; and running:

thence along the arc of a 330.50 foot radius curve to the right a distance of 176.50 feet (curve having a central angle of 30°35’52” and a long chord bearing N42°39’09”E 174.41 feet); thence North 57°57’04” East 108.16 feet; thence along the arc of a 419.50 foot radius curve to the left a distance of 418.68 feet (curve having a central angle of 57°10’59” and a long chord bearing N29°21’35”E 401.51 feet); thence North 00°46’05” East 164.02 feet; thence North 89°13’03” West 4.56 feet; thence South 00°46’05” West 164.53 feet; thence along the arc of a 414.50 foot radius curve to the right a distance of 413.68 feet (curve having a central angle of 57°10’58” and a long chord bearing S29°21’35”W 396.73 feet); thence South 57°57’04” West 108.16 feet; thence along the arc of a 335.50 foot radius curve to the left a distance of 178.28 feet (curve having a central angle of 30°26’48” and a long chord bearing S42°43’40”W 176.19 feet); thence South 54°25’22” East 4.42 feet to the point of beginning.

The above described parcel contains 3,820 square feet in area or 0.09 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of

Attachment: 900 West ROW Vacation - 350 South to 620 South (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing

N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Parcel #5:

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 838.47 feet and West 774.05 feet from the South Quarter corner said Section 22; and running:

thence South 00°00’09” West 93.64 feet; thence along the arc of a 83.00 foot radius curve to the right a distance of 30.20 feet (curve having a central angle of 20°50’59” and a long chord bearing S10°25’38”W 30.04 feet); thence North 00°00’09” East 123.70 feet; thence along the arc of a 419.50 foot radius curve to the left a distance of 424.28 feet (curve having a central angle of 57°56’57” and a long chord bearing N28°58’36”E 406.43 feet); thence South 39°28’16” East 5.72 feet; thence South 57°57’04” West 0.65 feet; thence along the arc of a 414.50 foot radius curve to the left a distance of 419.22 feet (curve having a central angle of 55°56’55” and a long chord bearing S28°58’36”W 401.58 feet) to the point of beginning.

The above described parcel contains 2,985 square feet in area or 0.07 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Parcel #6:

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 719.26 feet and West 690.49 feet from the South Quarter corner said Section 22; and running:

thence North 00°00’09” East 119.70 feet; thence along the arc of a 330.50 foot radius curve to the right a distance of 157.76 feet (curve having a central angle of 27°20’57” and a long chord bearing N13°40’36”E 156.27 feet); thence North 54°25’22” West 4.42 feet; thence along the arc of a 335.50 foot radius curve to the left a distance of 161.04 feet (curve having a central angle of 27°30’07” and a long chord bearing S13°45’12”W 159.50 feet); thence South 00°00’09” West 90.88 feet; thence along the arc of a 90.00 foot radius curve to the left a distance of 28.81 feet (curve having a central angle of 18°20’34” and a long chord

bearing S09°10’08”E 28.69 feet) to the point of beginning.

The above described parcel contains 1,213 square feet in area or 0.03 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

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 25 day of May, 2021.

AMERICAN FORK CITY

_____

Bradley J. Frost, Mayor

ATTEST:

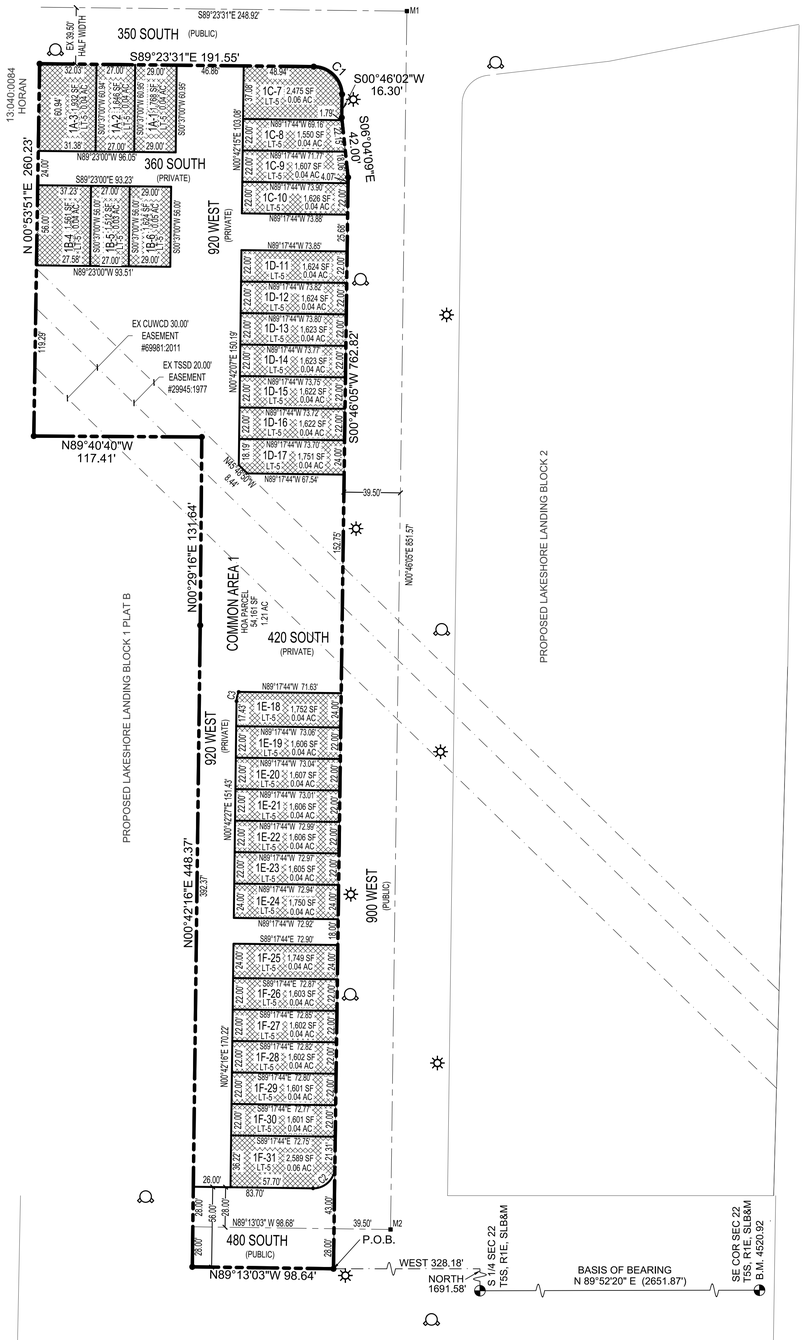
_____

Terilyn Lurker, City Recorder

Attachment: 900 West ROW Vacation - 350 South to 620 South (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing

LAKESHORE LANDING BLOCK 1 PLAT A

A TRANSIT-ORIENTED DEVELOPMENT
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



ADDRESSES

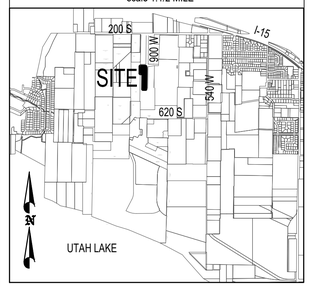
LOT 1A-1	924 WEST 360 SOUTH
LOT 1A-2	932 WEST 360 SOUTH
LOT 1A-3	938 WEST 360 SOUTH
LOT 1B-4	937 WEST 360 SOUTH
LOT 1B-5	931 WEST 360 SOUTH
LOT 1B-6	925 WEST 360 SOUTH
LOT 1C-7	352 SOUTH 900 WEST
LOT 1C-8	356 SOUTH 900 WEST
LOT 1C-9	358 SOUTH 900 WEST
LOT 1C-10	362 SOUTH 900 WEST
LOT 1D-11	368 SOUTH 900 WEST
LOT 1D-12	372 SOUTH 900 WEST
LOT 1D-13	376 SOUTH 900 WEST
LOT 1D-14	382 SOUTH 900 WEST
LOT 1D-15	384 SOUTH 900 WEST
LOT 1D-16	388 SOUTH 900 WEST
LOT 1D-17	392 SOUTH 900 WEST
LOT 1E-18	424 SOUTH 900 WEST
LOT 1E-19	428 SOUTH 900 WEST
LOT 1E-20	432 SOUTH 900 WEST
LOT 1E-21	436 SOUTH 900 WEST
LOT 1E-22	442 SOUTH 900 WEST
LOT 1E-23	446 SOUTH 900 WEST
LOT 1E-24	448 SOUTH 900 WEST
LOT 1F-25	452 SOUTH 900 WEST
LOT 1F-26	456 SOUTH 900 WEST
LOT 1F-27	462 SOUTH 900 WEST
LOT 1F-28	464 SOUTH 900 WEST
LOT 1F-29	468 SOUTH 900 WEST
LOT 1F-30	472 SOUTH 900 WEST
LOT 1F-31	476 SOUTH 900 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED)

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.60 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	20.00	30.55	87°21'13"	27.67	S45°40'37"E
C2	15.00	23.57	90°00'52"	21.22	S45°46'31"W
C3	18.00	6.77	21°32'17"	6.73	N13°10'32"E

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMONDIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITIY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.
2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&R'S.
3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.
5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____DAY OF _____A.D. 20___,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 1691.58 FEET AND WEST 328.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°13'03" WEST 98.64 FEET; THENCE NORTH 00°42'16" EAST 448.37 FEET; THENCE NORTH 89°17'44" EAST 131.64 FEET; THENCE NORTH 89°40'40" WEST 117.41 FEET; THENCE NORTH 00°53'51" EAST 260.23 FEET; THENCE SOUTH 89°23'31" EAST 191.55 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.55 FEET (CURVE HAVING A CENTRAL ANGLE OF 87°21'13" AND A LONG CHORD BEARING S45°40'37"E 27.67 FEET); THENCE SOUTH 00°46'02" WEST 16.30 FEET; THENCE SOUTH 06°04'09" EAST 42.00 FEET; THENCE SOUTH 00°46'05" WEST 762.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 113,433 SQUARE FEET IN AREA OR 2.60 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	31
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREONFOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

_____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. ___.

_____ MAYOR
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER
ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ PLANNER
_____ CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 1 PLAT A

A TRANSIT-ORIENTED DEVELOPMENT
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

SCALE: 1" = 50 FEET

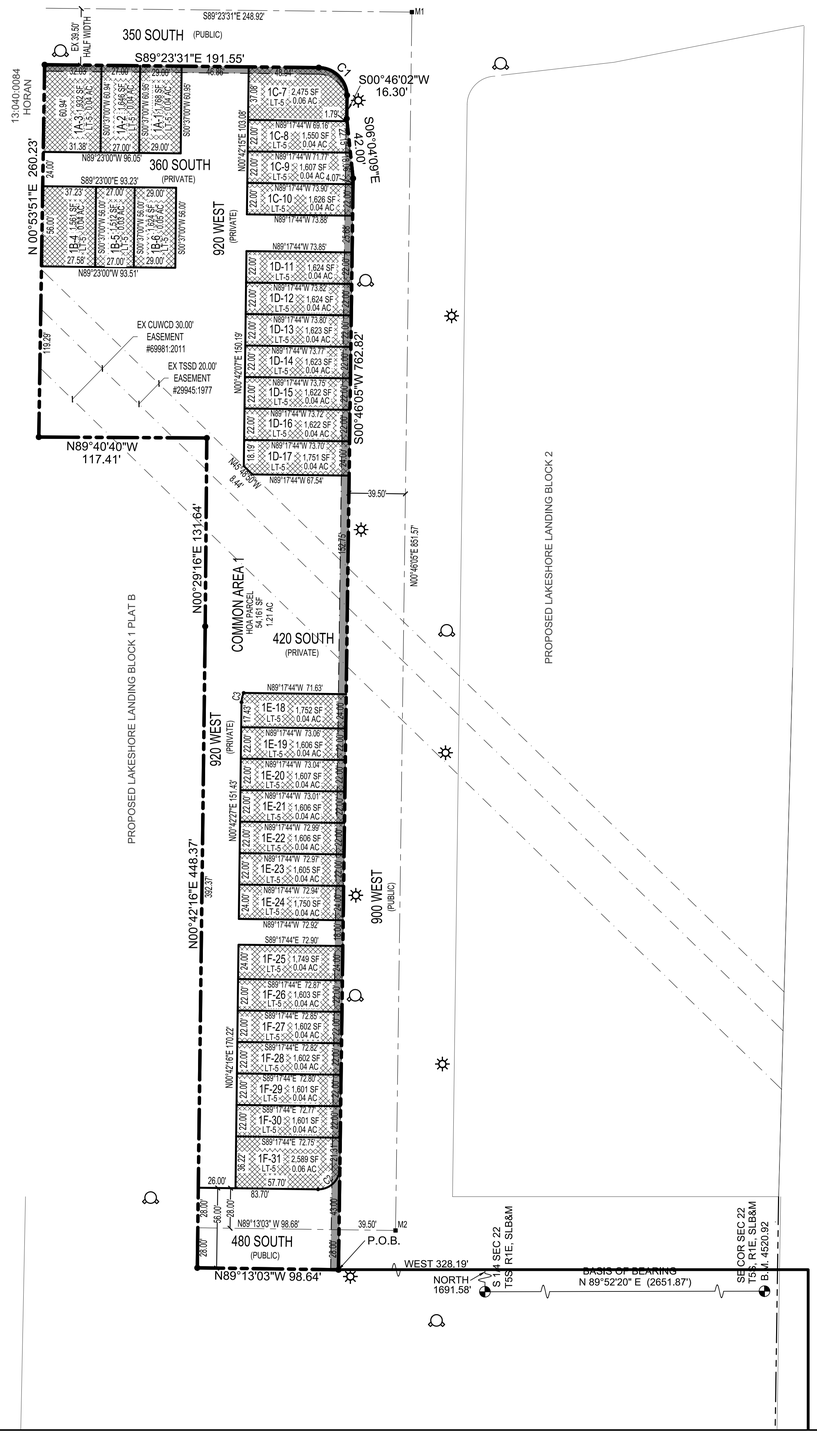
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

I:\My Drive\Berg Civil\2019\ARDEROTOD BLOCK\PLAN FINAL\BLOCK 1-2\AF21 B1 PLAT A.dwg
3/20/2020

Attachment: LAKESHORE LANDING PLAT A - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING BLOCK 1 PLAT A

A TRANSIT-ORIENTED DEVELOPMENT
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



ADDRESSES

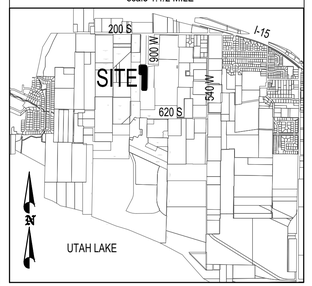
LOT 1A-1	924 WEST 360 SOUTH
LOT 1A-2	932 WEST 360 SOUTH
LOT 1A-3	938 WEST 360 SOUTH
LOT 1B-4	937 WEST 360 SOUTH
LOT 1B-5	931 WEST 360 SOUTH
LOT 1B-6	925 WEST 360 SOUTH
LOT 1C-7	352 SOUTH 900 WEST
LOT 1C-8	356 SOUTH 900 WEST
LOT 1C-9	358 SOUTH 900 WEST
LOT 1C-10	362 SOUTH 900 WEST
LOT 1D-11	368 SOUTH 900 WEST
LOT 1D-12	372 SOUTH 900 WEST
LOT 1D-13	376 SOUTH 900 WEST
LOT 1D-14	382 SOUTH 900 WEST
LOT 1D-15	384 SOUTH 900 WEST
LOT 1D-16	388 SOUTH 900 WEST
LOT 1D-17	392 SOUTH 900 WEST
LOT 1E-18	424 SOUTH 900 WEST
LOT 1E-19	428 SOUTH 900 WEST
LOT 1E-20	432 SOUTH 900 WEST
LOT 1E-21	436 SOUTH 900 WEST
LOT 1E-22	442 SOUTH 900 WEST
LOT 1E-23	446 SOUTH 900 WEST
LOT 1E-24	448 SOUTH 900 WEST
LOT 1F-25	452 SOUTH 900 WEST
LOT 1F-26	456 SOUTH 900 WEST
LOT 1F-27	462 SOUTH 900 WEST
LOT 1F-28	464 SOUTH 900 WEST
LOT 1F-29	468 SOUTH 900 WEST
LOT 1F-30	472 SOUTH 900 WEST
LOT 1F-31	476 SOUTH 900 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED)

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.60 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	20.00	30.55	87°21'13"	27.67	S45°40'37"E
C2	15.00	23.57	90°00'52"	21.22	S45°46'31"W
C3	18.00	6.77	21°32'17"	6.73	N13°10'32"E

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMONDIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITIY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.
2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&R'S.
3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.
5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____DAY OF _____A.D. 20___,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 1691.58 FEET AND WEST 328.19 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°13'03" WEST 98.64 FEET; THENCE NORTH 00°42'16" EAST 448.37 FEET; THENCE NORTH 89°17'44" EAST 131.84 FEET; THENCE NORTH 89°40'40" WEST 117.41 FEET; THENCE NORTH 00°53'51" EAST 260.23 FEET; THENCE SOUTH 89°23'31" EAST 191.55 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.55 FEET (CURVE HAVING A CENTRAL ANGLE OF 87°21'13" AND A LONG CHORD BEARING S45°40'37"E 27.67 FEET); THENCE SOUTH 00°46'02" WEST 16.30 FEET; THENCE SOUTH 06°04'09" EAST 42.00 FEET; THENCE SOUTH 00°46'05" WEST 762.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 113,433 SQUARE FEET IN AREA OR 2.60 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	31
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREONFOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

_____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. ___.

_____ MAYOR
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ PLANNER _____ CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 1 PLAT A

A TRANSIT-ORIENTED DEVELOPMENT
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

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

I:\My Drive\Berg Civil\2019\ARDEROTOD BLOCK\PLAN FINAL\BLOCK 1-2\AF21 B1 PLAT A.dwg 3/20/2020

Attachment: LAKESHORE LANDING PLAT A - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING

BLOCK 1 PLAT A
DESCRIPTION OF EXCESS RIGHT-OF-WAY

3-30-2021

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 1691.65 feet and West 333.62 feet from the South Quarter corner said Section 22; and running:

thence North 00°46'05" East 815.39 feet; thence along the arc of a 20.00 foot radius curve to the left a distance of 31.47 feet (curve having a central angle of 90°08’41” and a long chord bearing N44°18’43”W 28.32 feet); thence North 89°23’31” West 191.12 feet; thence North 00°53’51” East 4.50 feet; thence South 89°23’31” East 191.55 feet; thence along the arc of a 20.00 foot radius curve to the right a distance of 30.55 feet (curve having a central angle of 87°21’13” and a long chord bearing S45°40’37”E 27.67 feet); thence South 00°46’02” West 16.30 feet; thence South 06°04’09” East 42.00 feet; thence South 00°46’05” West 762.82 feet; thence North 89°13'03" West 5.44 feet to the point of beginning.

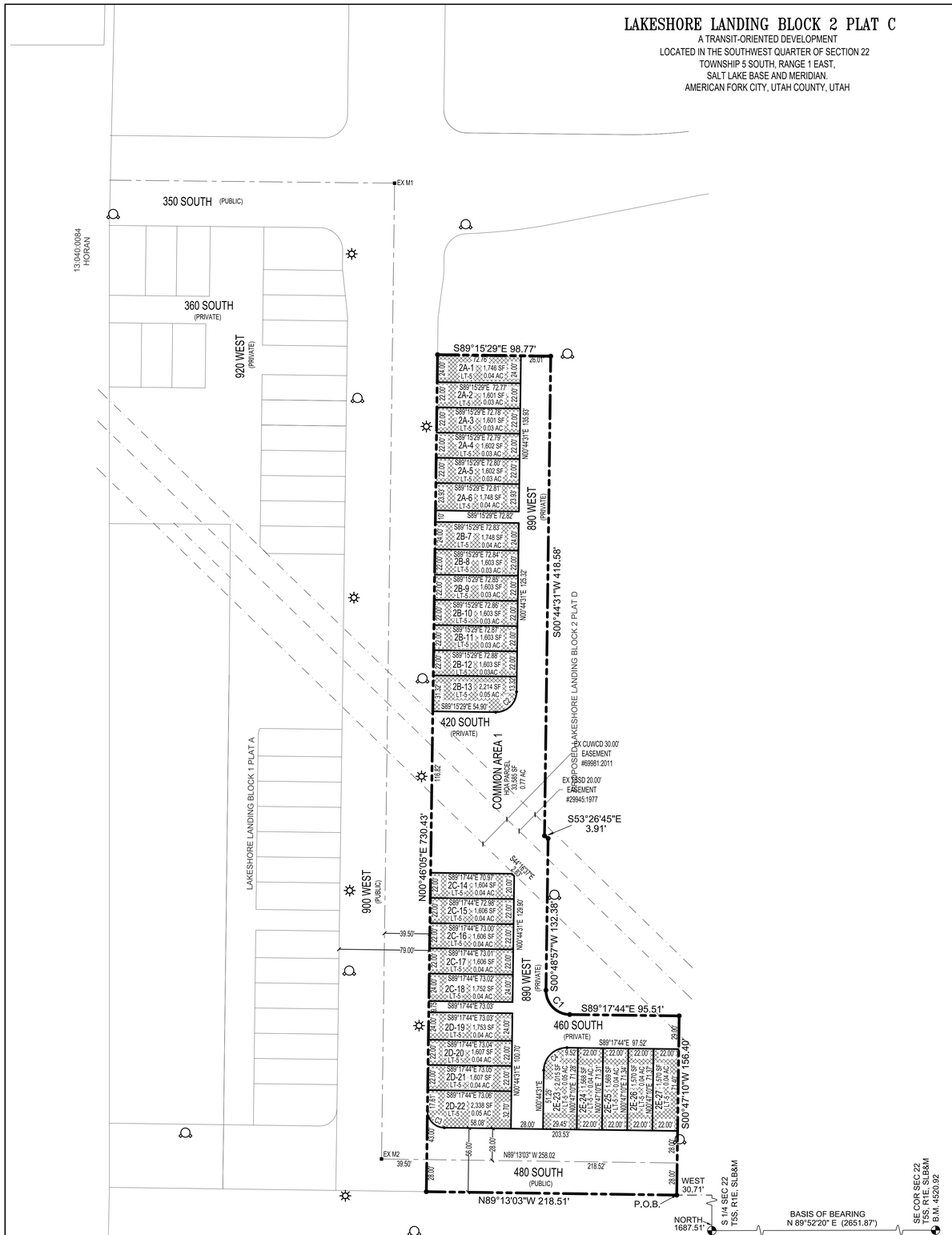
The above described parcel contains 5,236 square feet in area or 0.12 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Attachment: LAKESHORE LANDING PLAT A - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the

LAKESHORE LANDING BLOCK 2 PLAT C

A TRANSIT-ORIENTED DEVELOPMENT
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



ADDRESSES

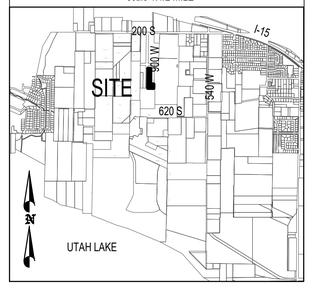
LOT 2A-1	365 SOUTH 900 WEST
LOT 2A-2	369 SOUTH 900 WEST
LOT 2A-3	373 SOUTH 900 WEST
LOT 2A-4	377 SOUTH 900 WEST
LOT 2A-5	381 SOUTH 900 WEST
LOT 2A-6	385 SOUTH 900 WEST
LOT 2B-7	391 SOUTH 900 WEST
LOT 2B-8	395 SOUTH 900 WEST
LOT 2B-9	399 SOUTH 900 WEST
LOT 2B-10	405 SOUTH 900 WEST
LOT 2B-11	411 SOUTH 900 WEST
LOT 2B-12	417 SOUTH 900 WEST
LOT 2C-13	445 SOUTH 900 WEST
LOT 2C-14	449 SOUTH 900 WEST
LOT 2C-15	453 SOUTH 900 WEST
LOT 2C-16	457 SOUTH 900 WEST
LOT 2C-17	461 SOUTH 900 WEST
LOT 2C-18	465 SOUTH 900 WEST
LOT 2D-19	469 SOUTH 900 WEST
LOT 2D-20	471 SOUTH 900 WEST
LOT 2D-21	475 SOUTH 900 WEST
LOT 2D-22	479 SOUTH 900 WEST
LOT 2E-23	876 WEST 480 SOUTH
LOT 2E-24	868 WEST 480 SOUTH
LOT 2E-25	862 WEST 480 SOUTH
LOT 2E-26	854 WEST 480 SOUTH
LOT 2E-27	846 WEST 480 SOUTH

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED)

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.10 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	21.00	33.00	90°02'15"	29.71	S44°16'37"E
C2	18.00	28.27	90°00'00"	25.46	S45°44'31"W
C3	15.00	23.56	89°59'08"	21.21	S44°13'29"E
C4	20.00	31.40	89°57'45"	28.28	N45°43'23"E

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILTIY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&R'S.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

N

50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

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

SEWER & WATER AUTHORITY APPROVAL

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

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 1687.51 FEET AND WEST 30.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°13'03" WEST 218.51 FEET; THENCE NORTH 00°46'05" EAST 730.43 FEET; THENCE SOUTH 89°15'29" EAST 98.77 FEET; THENCE SOUTH 00°44'31" WEST 418.58 FEET; THENCE SOUTH 53°26'45" EAST 3.91 FEET; THENCE SOUTH 00°48'57" WEST 132.38 FEET; THENCE ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 33.00 FEET (CURVE HAVING A CENTRAL ANGLE 90°02'15" AND A LONG CHORD BEARS S44°16'37"E 29.71 FEET); THENCE SOUTH 89°17'44" EAST 95.51 FEET; THENCE SOUTH 00°47'10" WEST 156.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 91,513 SQUARE FEET IN AREA OR 2.10 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	27
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

_____
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

_____ DAY OF _____, A.D. ____.

_____ MAYOR	_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER	_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER	_____ CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 2 PLAT C

A TRANSIT-ORIENTED DEVELOPMENT
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

SCALE: 1" = 50 FEET

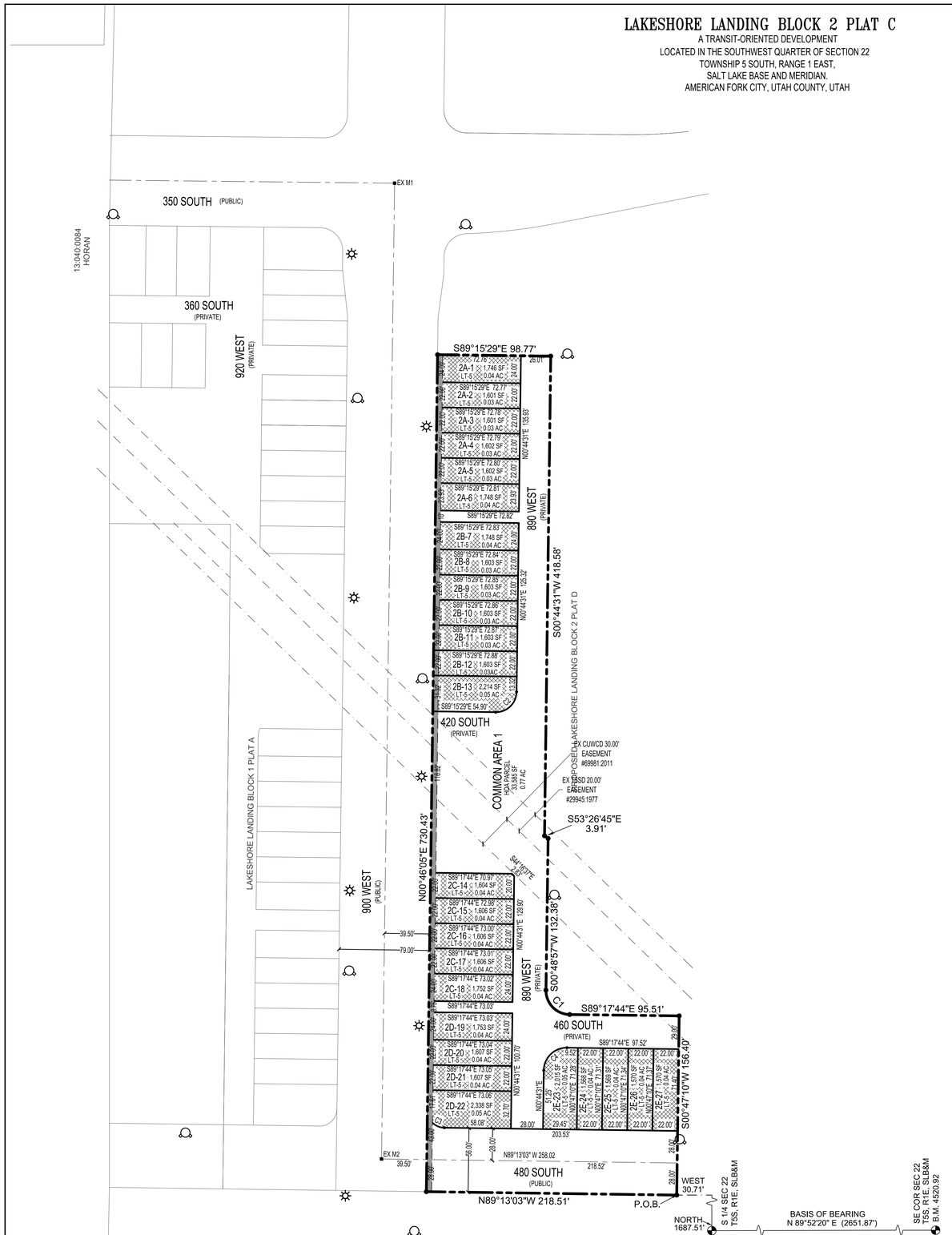
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 1,2\AF21 B2 PLAT C 2-3-9-21.dwg

Attachment: LAKESHORE LANDING PLAT C - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING BLOCK 2 PLAT C

A TRANSIT-ORIENTED DEVELOPMENT
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



ADDRESSES

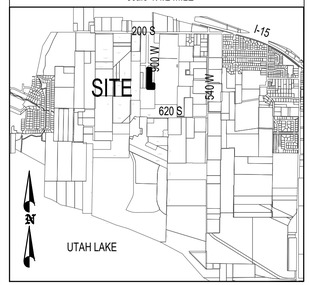
LOT 2A-1	365 SOUTH 900 WEST
LOT 2A-2	369 SOUTH 900 WEST
LOT 2A-3	373 SOUTH 900 WEST
LOT 2A-4	377 SOUTH 900 WEST
LOT 2A-5	381 SOUTH 900 WEST
LOT 2A-6	385 SOUTH 900 WEST
LOT 2B-7	391 SOUTH 900 WEST
LOT 2B-8	395 SOUTH 900 WEST
LOT 2B-9	399 SOUTH 900 WEST
LOT 2B-10	405 SOUTH 900 WEST
LOT 2B-11	411 SOUTH 900 WEST
LOT 2B-12	417 SOUTH 900 WEST
LOT 2C-13	445 SOUTH 900 WEST
LOT 2C-14	449 SOUTH 900 WEST
LOT 2C-15	453 SOUTH 900 WEST
LOT 2C-16	457 SOUTH 900 WEST
LOT 2C-17	461 SOUTH 900 WEST
LOT 2C-18	465 SOUTH 900 WEST
LOT 2D-19	469 SOUTH 900 WEST
LOT 2D-20	471 SOUTH 900 WEST
LOT 2D-21	475 SOUTH 900 WEST
LOT 2D-22	479 SOUTH 900 WEST
LOT 2E-23	876 WEST 480 SOUTH
LOT 2E-24	868 WEST 480 SOUTH
LOT 2E-25	862 WEST 480 SOUTH
LOT 2E-26	854 WEST 480 SOUTH
LOT 2E-27	846 WEST 480 SOUTH

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED) — COMMON

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.10 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	21.00	33.00	90°02'15"	29.71	S44°16'37"E
C2	18.00	28.27	90°00'00"	25.46	S45°44'31"W
C3	15.00	23.56	89°59'08"	21.21	S44°13'29"E
C4	20.00	31.40	89°57'45"	28.28	N45°43'23"E

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILTIY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&R'S.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

N

50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

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

SEWER & WATER AUTHORITY APPROVAL

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

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ DATE

_____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 1687.51 FEET AND WEST 30.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°13'03" WEST 218.51 FEET; THENCE NORTH 00°46'05" EAST 730.43 FEET; THENCE SOUTH 89°15'29" EAST 98.77 FEET; THENCE SOUTH 00°44'31" WEST 418.58 FEET; THENCE SOUTH 53°26'45" EAST 3.91 FEET; THENCE SOUTH 00°48'57" WEST 132.38 FEET; THENCE ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 33.00 FEET (CURVE HAVING A CENTRAL ANGLE 90°02'15" AND A LONG CHORD BEARS S44°16'37"E 29.71 FEET); THENCE SOUTH 89°17'44" EAST 95.51 FEET; THENCE SOUTH 00°47'10" WEST 156.40 FEET TO THE POINT OF BEGINNING.

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(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	27
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

_____
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

_____ DAY OF _____, A.D. ____.

_____ MAYOR	_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER	_____ CITY COUNCIL MEMBER
_____ CITY COUNCIL MEMBER	_____ CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ PLANNER

_____ CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 2 PLAT C

A TRANSIT-ORIENTED DEVELOPMENT
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

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2019\PAPER\TOD BLOCK PLAN FINAL\BLOCK 1,2\AF21 B2 PLAT C.dwg

Attachment: LAKESHORE LANDING PLAT C - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING

BLOCK 2 PLAT C
DESCRIPTION OF EXCESS RIGHT-OF-WAY

3-30-21

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 1690.43 feet and West 244.66 feet from the South Quarter corner said Section 22; and running:

thence North 00°46'05" East 730.43 feet; thence North 89°15’29” West 4.54 feet; thence South 00°46’05” West 730.43 feet; thence South 89°13’03” East 4.54 feet to the point of beginning.

The above described parcel contains 3,314 square feet in area or 0.08 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

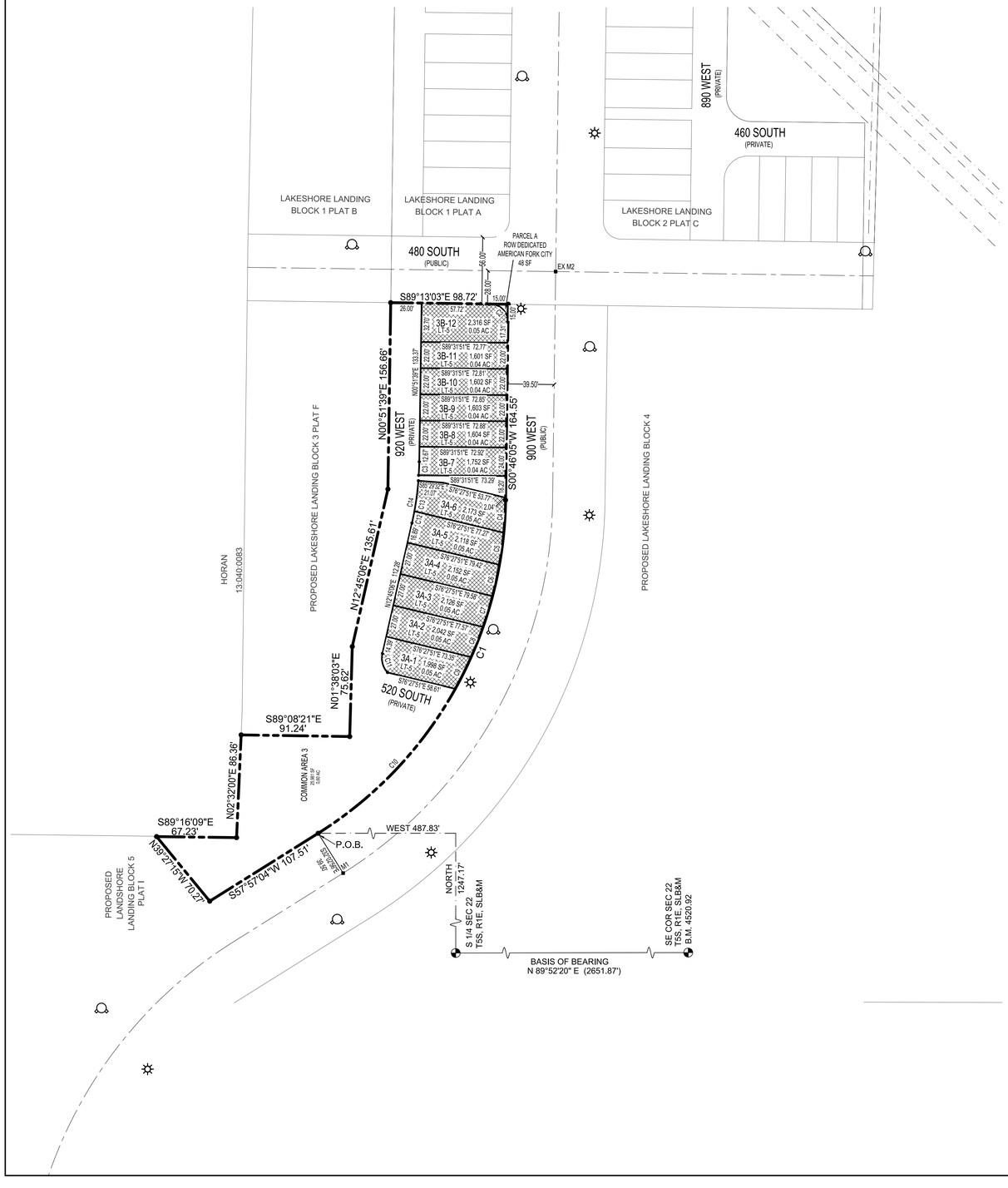
Attachment: LAKESHORE LANDING PLAT C - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the

LAKESHORE LANDING BLOCK 3 PLAT E

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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

ADDRESSES

LOT 3A-1	518 SOUTH 900 WEST
LOT 3A-2	516 SOUTH 900 WEST
LOT 3A-3	514 SOUTH 900 WEST
LOT 3A-4	512 SOUTH 900 WEST
LOT 3A-5	508 SOUTH 900 WEST
LOT 3A-6	506 SOUTH 900 WEST
LOT 3B-7	502 SOUTH 900 WEST
LOT 3B-8	498 SOUTH 900 WEST
LOT 3B-9	494 SOUTH 900 WEST
LOT 3B-10	492 SOUTH 900 WEST
LOT 3B-11	486 SOUTH 900 WEST
LOT 3B-12	482 SOUTH 900 WEST

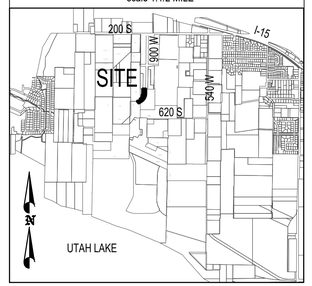


LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED) — COMMON

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	1.11 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	335.50	334.84	57°10'58"	321.11	S29°21'35"W
C2	15.00	23.56	89°59'08"	21.21	S44°13'29"E
C3	160.66	11.34	04°02'44"	11.34	N02°34'24"E
C4	335.50	27.47	04°41'31"	27.47	S03°06'51"W
C5	335.50	27.14	04°38'08"	27.14	S07°46'40"W
C6	335.50	27.01	04°36'47"	27.01	S12°24'08"W
C7	335.50	27.06	04°37'15"	27.05	S17°01'09"W
C8	335.50	27.28	04°39'32"	27.27	S21°39'33"W
C9	335.50	29.77	05°05'04"	29.76	S26°31'51"W
C10	335.50	169.10	28°52'41"	167.31	S43°30'43"W
C11	18.00	17.24	54°52'21"	16.59	S14°41'05"E
C12	250.00	10.12	02°19'10"	10.12	S11°35'31"W
C13	250.00	25.85	05°55'28"	25.84	S07°28'12"W
C14	250.00	35.97	08°14'38"	35.94	S08°37'47"W

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMONDIVISON WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&R'S.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENGINEER

berg
CIVIL ENGINEERING
11538 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____DAY OF _____A.D. 20___,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____, 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 1247.17 FEET AND WEST 487.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE SOUTH 57°57'04" WEST 107.51 FEET; THENCE NORTH 39°27'15" WEST 70.27 FEET; THENCE SOUTH 89°16'09" EAST 67.23 FEET; THENCE NORTH 02°32'00" EAST 86.36 FEET; THENCE SOUTH 89°08'21" EAST 91.24 FEET; THENCE NORTH 01°38'03" EAST 75.62 FEET; THENCE NORTH 12°45'06" EAST 135.61 FEET; THENCE NORTH 00°51'39" EAST 156.66 FEET; THENCE SOUTH 89°13'03" EAST 98.72 FEET; THENCE SOUTH 00°46'05" WEST 164.55 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 334.84 FEET (CURVE HAVING A CENTRAL ANGLE OF 57°10'58" AND A LONG CHORD BEARING S29°21'35"W 321.11 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 49,116 SQUARE FEET IN AREA OR 1.13 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	12
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREONFOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.
ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____
_____
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

_____DAY OF _____, A.D. ___.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 3 PLAT E

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

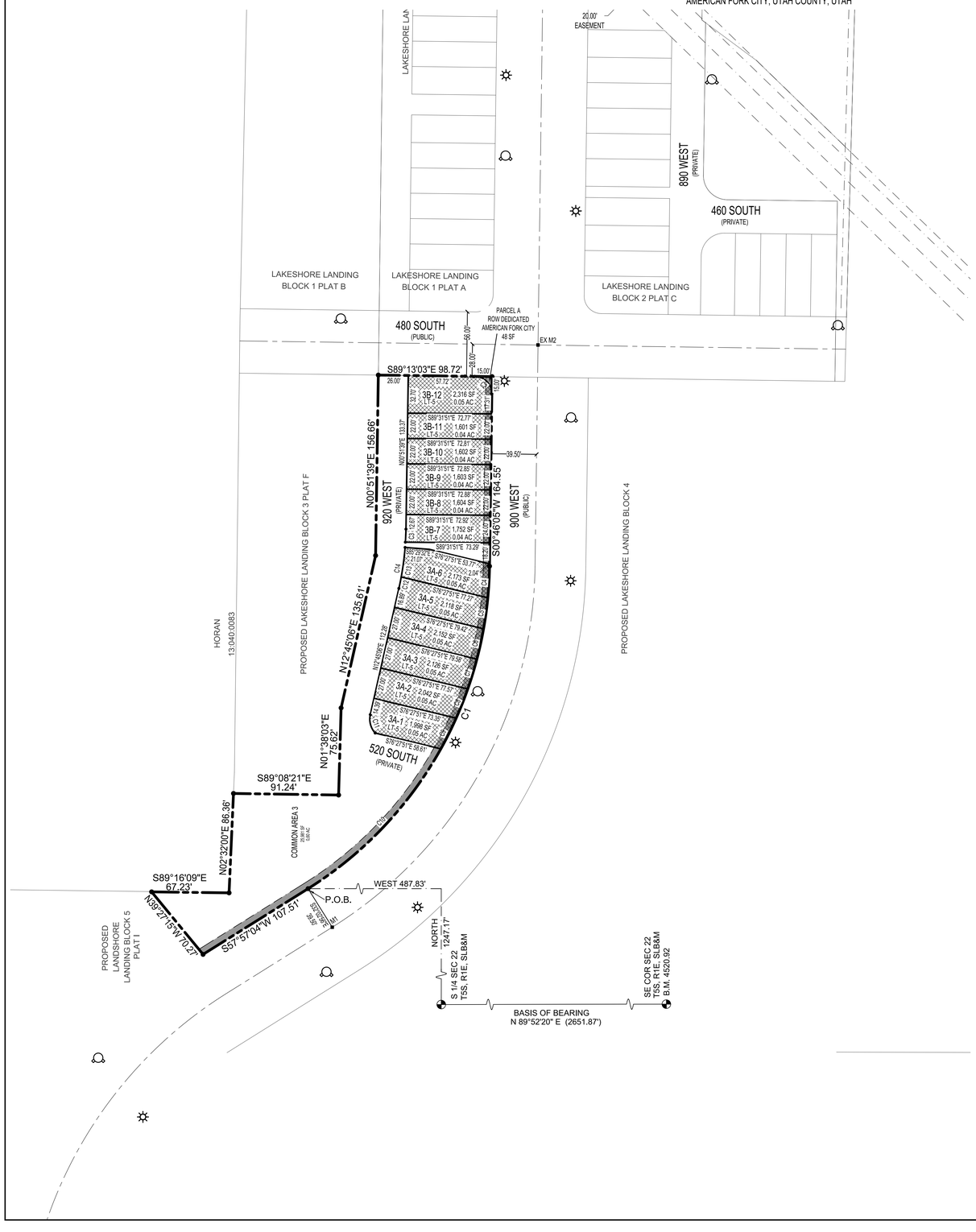
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

U:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 3-4\4P21 BLOCK 3 PLAT E 3-30-21.dwg
3/2020

Attachment: LAKESHORE LANDING PLAT E - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING BLOCK 3 PLAT E

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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



ADDRESSES

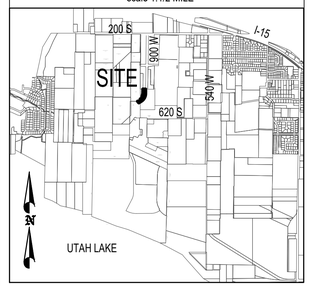
LOT 3A-1	518 SOUTH 900 WEST
LOT 3A-2	516 SOUTH 900 WEST
LOT 3A-3	514 SOUTH 900 WEST
LOT 3A-4	512 SOUTH 900 WEST
LOT 3A-5	508 SOUTH 900 WEST
LOT 3A-6	506 SOUTH 900 WEST
LOT 3B-7	502 SOUTH 900 WEST
LOT 3B-8	498 SOUTH 900 WEST
LOT 3B-9	494 SOUTH 900 WEST
LOT 3B-10	492 SOUTH 900 WEST
LOT 3B-11	486 SOUTH 900 WEST
LOT 3B-12	482 SOUTH 900 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED)

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	1.11 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	335.50	334.84	57°10'58"	321.11	S29°21'35"W
C2	15.00	23.56	89°59'08"	21.21	S44°13'29"E
C3	160.66	11.34	04°02'44"	11.34	N02°34'24"E
C4	335.50	27.47	04°41'31"	27.47	S03°06'51"W
C5	335.50	27.14	04°38'08"	27.14	S07°46'40"W
C6	335.50	27.01	04°36'47"	27.01	S12°24'08"W
C7	335.50	27.06	04°37'15"	27.05	S17°01'09"W
C8	335.50	27.28	04°39'32"	27.27	S21°39'33"W
C9	335.50	29.77	05°05'04"	29.76	S26°31'51"W
C10	335.50	169.10	28°52'41"	167.31	S43°30'43"W
C11	18.00	17.24	54°52'21"	16.59	S14°41'05"E
C12	250.00	10.12	02°19'10"	10.12	S11°35'31"W
C13	250.00	25.85	05°55'28"	25.84	S07°28'12"W
C14	250.00	35.97	08°14'38"	35.94	S08°37'47"W

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMONDIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

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50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENGINEER

berg
CIVIL ENGINEERING
11538 N Highland Blvd Suite 400
Highland Ut. 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____DAY OF _____A.D. 20___,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

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DATE (SEE SEAL BELOW)

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NUMBER OF LOTS 12
NUMBER OF PARCELS 1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREONFOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.
ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

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

_____DAY OF _____, A.D. ___.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 3 PLAT E

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

U:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 3-4\4P21 BLOCK 3 PLAT E 3-30-21.dwg 3/2020

Attachment: LAKESHORE LANDING PLAT E - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING

BLOCK 3 PLAT E
DESCRIPTION OF EXCESS RIGHT-OF-WAY

3-30-21

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 1194.53 feet and West 582.59 feet from the South Quarter corner said Section 22; and running:

thence North 57°57'04" East 108.16 feet; thence along the arc of a 330.50 foot radius curve to the left a distance of 329.85 feet (curve having a central angle of 57°10’58” and a long chord bearing N29°21’35”E 316.33 feet); thence North 00°46’05” East 164.04 feet; thence South 89°13’03” East 5.44 feet; thence South 00°46’05” West 164.55 feet; thence along the arc of a 335.50 foot radius curve to the right a distance of 334.84 feet (curve having a central angle of 57°10’58” and a long chord bearing S29°21’35”W 321.11 feet); thence South 57°57’04” West 107.51 feet; thence North 39°27’15” West 5.71 feet to the point of beginning.

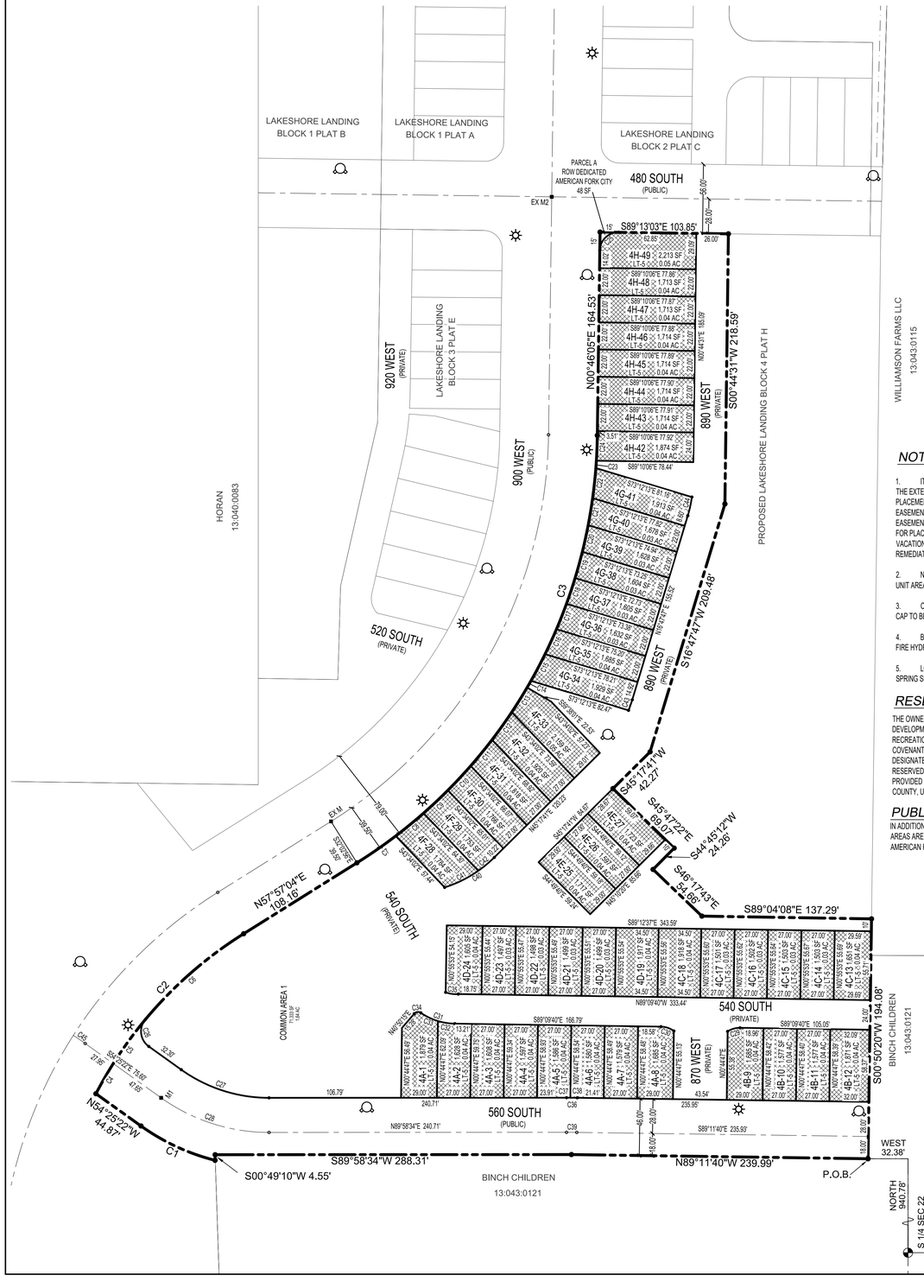
The above described parcel contains 3,366 square feet in area or 0.08 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Attachment: LAKESHORE LANDING PLAT E - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the

LAKESHORE LANDING BLOCK 4 PLAT G

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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



ADDRESSES

LOT 4A-1	898 WEST 560 SOUTH
LOT 4A-2	896 WEST 560 SOUTH
LOT 4A-3	894 WEST 560 SOUTH
LOT 4A-4	892 WEST 560 SOUTH
LOT 4A-5	888 WEST 560 SOUTH
LOT 4A-6	882 WEST 560 SOUTH
LOT 4A-7	876 WEST 560 SOUTH
LOT 4A-8	872 WEST 560 SOUTH
LOT 4B-9	868 WEST 560 SOUTH
LOT 4B-10	866 WEST 560 SOUTH
LOT 4B-11	864 WEST 560 SOUTH
LOT 4B-12	862 WEST 560 SOUTH
LOT 4C-13	862 WEST 540 SOUTH
LOT 4C-14	864 WEST 540 SOUTH
LOT 4C-15	866 WEST 540 SOUTH
LOT 4C-16	868 WEST 540 SOUTH
LOT 4C-17	872 WEST 540 SOUTH
LOT 4C-18	874 WEST 540 SOUTH
LOT 4D-19	876 WEST 540 SOUTH
LOT 4D-20	878 WEST 540 SOUTH
LOT 4D-21	882 WEST 540 SOUTH
LOT 4D-22	884 WEST 540 SOUTH
LOT 4D-23	886 WEST 540 SOUTH
LOT 4D-24	888 WEST 540 SOUTH
LOT 4E-25	539 SOUTH 890 WEST
LOT 4E-26	531 SOUTH 890 WEST
LOT 4E-27	523 SOUTH 890 WEST
LOT 4F-28	535 SOUTH 900 WEST
LOT 4F-29	531 SOUTH 900 WEST
LOT 4F-30	529 SOUTH 900 WEST
LOT 4F-31	525 SOUTH 900 WEST
LOT 4F-32	523 SOUTH 900 WEST
LOT 4F-33	521 SOUTH 900 WEST
LOT 4G-34	517 SOUTH 900 WEST
LOT 4G-35	513 SOUTH 900 WEST
LOT 4G-36	509 SOUTH 900 WEST
LOT 4G-37	505 SOUTH 900 WEST
LOT 4G-38	503 SOUTH 900 WEST
LOT 4G-39	501 SOUTH 900 WEST
LOT 4G-40	499 SOUTH 900 WEST
LOT 4G-41	497 SOUTH 900 WEST
LOT 4H-42	495 SOUTH 900 WEST
LOT 4H-43	493 SOUTH 900 WEST
LOT 4H-44	491 SOUTH 900 WEST
LOT 4H-45	489 SOUTH 900 WEST
LOT 4H-46	487 SOUTH 900 WEST
LOT 4H-47	485 SOUTH 900 WEST
LOT 4H-48	483 SOUTH 900 WEST
LOT 4H-49	481 SOUTH 900 WEST

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

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RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

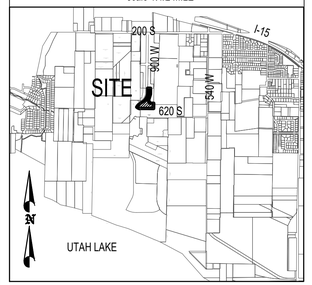
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LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON — COMMON AREA (AS SPECIFIED)

VICINITY SKETCH

scale 1:1/2 MILE

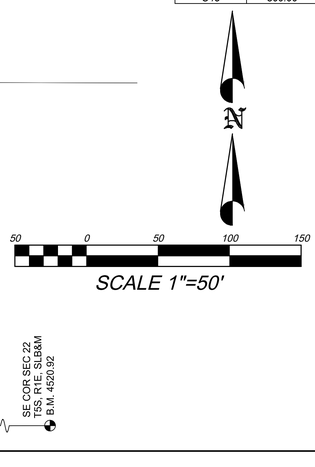


TABULATIONS

DEVELOPMENT AREA	4.24 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	178.00	66.43	21°23'01"	66.05	N65°06'52"W
C2	335.50	178.28	30°26'48"	176.19	N42°43'40"E
C3	414.50	413.68	57°10'58"	396.73	N29°21'35"E
C4	335.50	28.15	04°48'24"	28.14	N29°54'28"E
C5	335.50	44.15	07°32'24"	44.12	N36°04'52"E
C6	335.50	105.99	18°06'00"	105.55	N48°54'04"E
C7	414.50	38.19	05°16'42"	38.17	N55°18'43"E
C8	414.50	29.09	04°01'13"	29.08	N50°39'45"E
C9	414.50	27.01	03°43'58"	27.00	N46°47'09"E
C10	414.50	27.05	03°44'22"	27.05	N43°02'59"E
C11	414.50	27.22	03°45'43"	27.21	N39°17'56"E
C12	414.50	27.50	03°48'06"	27.50	N35°31'02"E
C13	414.50	23.51	03°15'00"	23.51	N31°59'29"E
C14	414.50	6.22	00°51'34"	6.22	N29°56'12"E
C15	414.50	24.45	03°22'49"	24.45	N27°49'01"E
C16	414.50	22.21	03°04'11"	22.21	N24°35'31"E
C17	414.50	22.08	03°03'06"	22.08	N21°31'52"E
C18	414.50	22.01	03°02'34"	22.01	N18°29'02"E
C19	414.50	22.01	03°02'32"	22.01	N15°26'29"E
C20	414.50	22.07	03°03'01"	22.07	N12°23'42"E
C21	414.50	22.19	03°04'02"	22.19	N09°20'10"E
C22	414.50	24.43	03°22'35"	24.42	N06°06'51"E
C23	414.50	5.96	00°49'27"	5.96	N04°00'50"E
C24	414.50	20.50	02°50'01"	20.50	N02°11'06"E
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C31	50.00	29.34	33°37'09"	28.92	N72°21'05"W
C32	50.00	13.97	16°00'37"	13.93	N81°09'21"W
C33	50.00	15.37	17°36'32"	15.31	N64°20'47"W
C34	4.00	5.84	83°37'14"	5.33	S82°38'52"W
C35	23.36	10.41	25°32'02"	10.32	S82°06'41"E
C36	600.00	8.69	00°49'46"	8.69	S89°36'33"E
C37	600.00	3.10	00°17'44"	3.10	S89°52'34"E
C38	600.00	5.59	00°32'02"	5.59	S89°27'41"E
C39	572.00	8.28	00°49'46"	8.28	S89°36'33"E
C40	100.00	47.33	27°07'01"	46.89	N58°51'12"E
C41	100.00	30.48	17°27'56"	30.37	N63°40'45"E
C42	100.00	16.85	09°39'05"	16.83	N50°07'14"E
C43	100.00	9.09	05°12'32"	9.09	N19°24'03"E
C44	100.00	15.46	08°51'29"	15.45	N12°22'02"E
C45	300.00	11.60	02°12'55"	11.60	S55°31'49"E



REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SEWER & WATER AUTHORITY APPROVAL

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

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 940.78 FEET AND WEST 32.38 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°11'40" WEST 239.99 FEET; THENCE SOUTH 89°58'34" WEST 288.31 FEET; THENCE SOUTH 00°49'10" WEST 4.55 FEET; THENCE ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 66.43 FEET (CURVE HAVING A CENTRAL ANGLE 21°23'01" AND A LONG CHORD BEARS N65°06'52"W 66.05 FEET); THENCE NORTH 54°25'22" WEST 44.87 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 178.28 FEET (CURVE HAVING A CENTRAL ANGLE 30°26'48" AND A LONG CHORD BEARS N42°43'40"E 176.19 FEET); THENCE NORTH 57°57'04" EAST 108.16 FEET; THENCE ALONG THE ARC OF A 414.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 413.68 FEET (CURVE HAVING A CENTRAL ANGLE 57°10'58" AND A LONG CHORD BEARS N29°21'35"E 396.73 FEET); THENCE NORTH 00°46'05" EAST 164.53 FEET; THENCE SOUTH 89°13'03" EAST 103.85 FEET; THENCE SOUTH 00°44'31" WEST 218.59 FEET; THENCE SOUTH 16°47'47" WEST 209.48 FEET; THENCE SOUTH 45°17'41" WEST 42.27 FEET; THENCE SOUTH 45°17'22" EAST 69.07 FEET; THENCE SOUTH 44°45'12" WEST 24.26 FEET; THENCE SOUTH 46°17'43" EAST 54.66 FEET; THENCE SOUTH 89°04'08" EAST 137.29 FEET; THENCE SOUTH 00°50'20" WEST 194.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 184,477 SQUARE FEET IN AREA OR 4.24 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS 49
NUMBER OF PARCELS 1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE ___CITY COUNCIL___ OF ___AMERICAN FORK CITY___ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ____.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 4 PLAT G

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 3-4\PF21 BLOCK 4 PLAT G\ 3-30-21.dwg

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

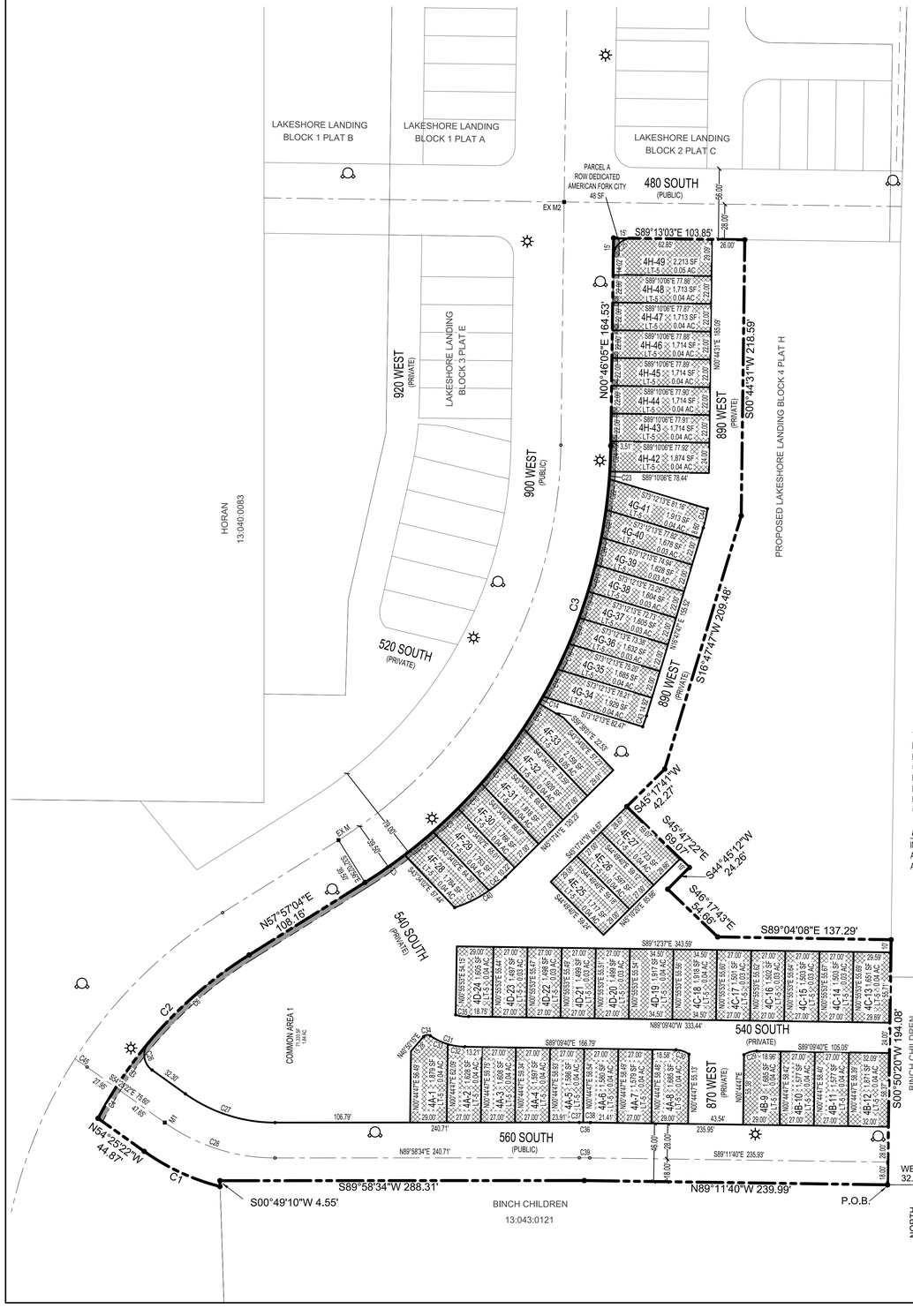
SURVEYOR
ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER
berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

Attachment: LAKESHORE LANDING PLAT G - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING BLOCK 4 PLAT G

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



ADDRESSES

LOT 4A-1	898 WEST 560 SOUTH
LOT 4A-2	896 WEST 560 SOUTH
LOT 4A-3	894 WEST 560 SOUTH
LOT 4A-4	892 WEST 560 SOUTH
LOT 4A-5	888 WEST 560 SOUTH
LOT 4A-6	882 WEST 560 SOUTH
LOT 4A-7	876 WEST 560 SOUTH
LOT 4A-8	872 WEST 560 SOUTH
LOT 4B-9	868 WEST 560 SOUTH
LOT 4B-10	866 WEST 560 SOUTH
LOT 4B-11	864 WEST 560 SOUTH
LOT 4B-12	862 WEST 560 SOUTH
LOT 4C-13	862 WEST 540 SOUTH
LOT 4C-14	864 WEST 540 SOUTH
LOT 4C-15	866 WEST 540 SOUTH
LOT 4C-16	868 WEST 540 SOUTH
LOT 4C-17	872 WEST 540 SOUTH
LOT 4C-18	874 WEST 540 SOUTH
LOT 4D-19	876 WEST 540 SOUTH
LOT 4D-20	878 WEST 540 SOUTH
LOT 4D-21	882 WEST 540 SOUTH
LOT 4D-22	884 WEST 540 SOUTH
LOT 4D-23	886 WEST 540 SOUTH
LOT 4D-24	888 WEST 540 SOUTH
LOT 4E-25	539 SOUTH 890 WEST
LOT 4E-26	531 SOUTH 890 WEST
LOT 4E-27	523 SOUTH 890 WEST
LOT 4F-28	535 SOUTH 900 WEST
LOT 4F-29	531 SOUTH 900 WEST
LOT 4F-30	529 SOUTH 900 WEST
LOT 4F-31	525 SOUTH 900 WEST
LOT 4F-32	523 SOUTH 900 WEST
LOT 4F-33	521 SOUTH 900 WEST
LOT 4G-34	517 SOUTH 900 WEST
LOT 4G-35	513 SOUTH 900 WEST
LOT 4G-36	509 SOUTH 900 WEST
LOT 4G-37	505 SOUTH 900 WEST
LOT 4G-38	503 SOUTH 900 WEST
LOT 4G-39	501 SOUTH 900 WEST
LOT 4G-40	499 SOUTH 900 WEST
LOT 4G-41	497 SOUTH 900 WEST
LOT 4H-42	495 SOUTH 900 WEST
LOT 4H-43	493 SOUTH 900 WEST
LOT 4H-44	491 SOUTH 900 WEST
LOT 4H-45	489 SOUTH 900 WEST
LOT 4H-46	487 SOUTH 900 WEST
LOT 4H-47	485 SOUTH 900 WEST
LOT 4H-48	483 SOUTH 900 WEST
LOT 4H-49	481 SOUTH 900 WEST

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

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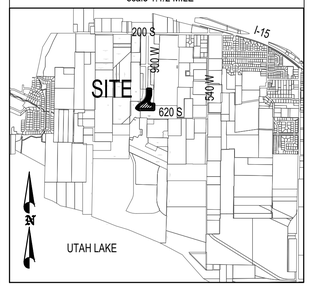
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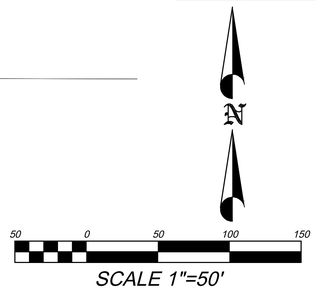


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C45	300.00	11.60	02°12'55"	11.60	S55°31'49"E



REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____DAY OF _____A.D. 20___,
BY THE WATER AUTHORITY.

SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 940.78 FEET AND WEST 32.38 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 89°11'40" WEST 239.99 FEET; THENCE SOUTH 89°58'34" WEST 288.31 FEET; THENCE SOUTH 00°49'10" WEST 4.55 FEET; THENCE ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 66.43 FEET (CURVE HAVING A CENTRAL ANGLE 21°23'01" AND A LONG CHORD BEARS N65°06'52"W 66.05 FEET); THENCE NORTH 54°26'22" WEST 44.87 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 178.28 FEET (CURVE HAVING A CENTRAL ANGLE 30°26'48" AND A LONG CHORD BEARS N42°43'40"E 176.19 FEET); THENCE NORTH 57°57'04" EAST 108.16 FEET; THENCE ALONG THE ARC OF A 414.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 413.68 FEET (CURVE HAVING A CENTRAL ANGLE 57°10'58" AND A LONG CHORD BEARS N29°21'35"E 396.73 FEET); THENCE NORTH 00°46'05" EAST 164.53 FEET; THENCE SOUTH 89°13'03" EAST 103.85 FEET; THENCE SOUTH 00°44'31" WEST 218.59 FEET; THENCE SOUTH 16°47'47" WEST 209.48 FEET; THENCE SOUTH 45°17'41" WEST 42.27 FEET; THENCE SOUTH 45°47'22" EAST 69.07 FEET; THENCE SOUTH 44°45'12" WEST 24.26 FEET; THENCE SOUTH 46°17'43" EAST 54.66 FEET; THENCE SOUTH 89°04'08" EAST 137.29 FEET; THENCE SOUTH 00°50'20" WEST 194.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 184,477 SQUARE FEET IN AREA OR 4.24 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS 49
NUMBER OF PARCELS 1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE ___CITY COUNCIL_____ OF ____AMERICAN FORK CITY____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ____.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 4 PLAT G

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 3-4\4F21 BLOCK 4 PLAT G 3-30-21.dwg

Attachment: LAKESHORE LANDING PLAT G - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING

BLOCK 4 PLAT G
DESCRIPTION OF EXCESS RIGHT-OF-WAY

3-30-21

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 990.81 feet and West 653.54 feet from the South Quarter corner said Section 22; and running:

thence along the arc of a 330.50 foot radius curve to the right a distance of 176.50 feet (curve having a central angle of 30°35’52” and a long chord bearing N42°39’09”E 174.41 feet); thence North 57°57’04” East 108.16 feet; thence along the arc of a 419.50 foot radius curve to the left a distance of 418.68 feet (curve having a central angle of 57°10’59” and a long chord bearing N29°21’35”E 401.51 feet); thence North 00°46’05” East 164.02 feet; thence North 89°13’03” West 4.56 feet; thence South 00°46’05” West 164.53 feet; thence along the arc of a 414.50 foot radius curve to the right a distance of 413.68 feet (curve having a central angle of 57°10’58” and a long chord bearing S29°21’35”W 396.73 feet); thence South 57°57’04” West 108.16 feet; thence along the arc of a 335.50 foot radius curve to the left a distance of 178.28 feet (curve having a central angle of 30°26’48” and a long chord bearing S42°43’40”W 176.19 feet); thence South 54°25’22” East 4.42 feet to the point of beginning.

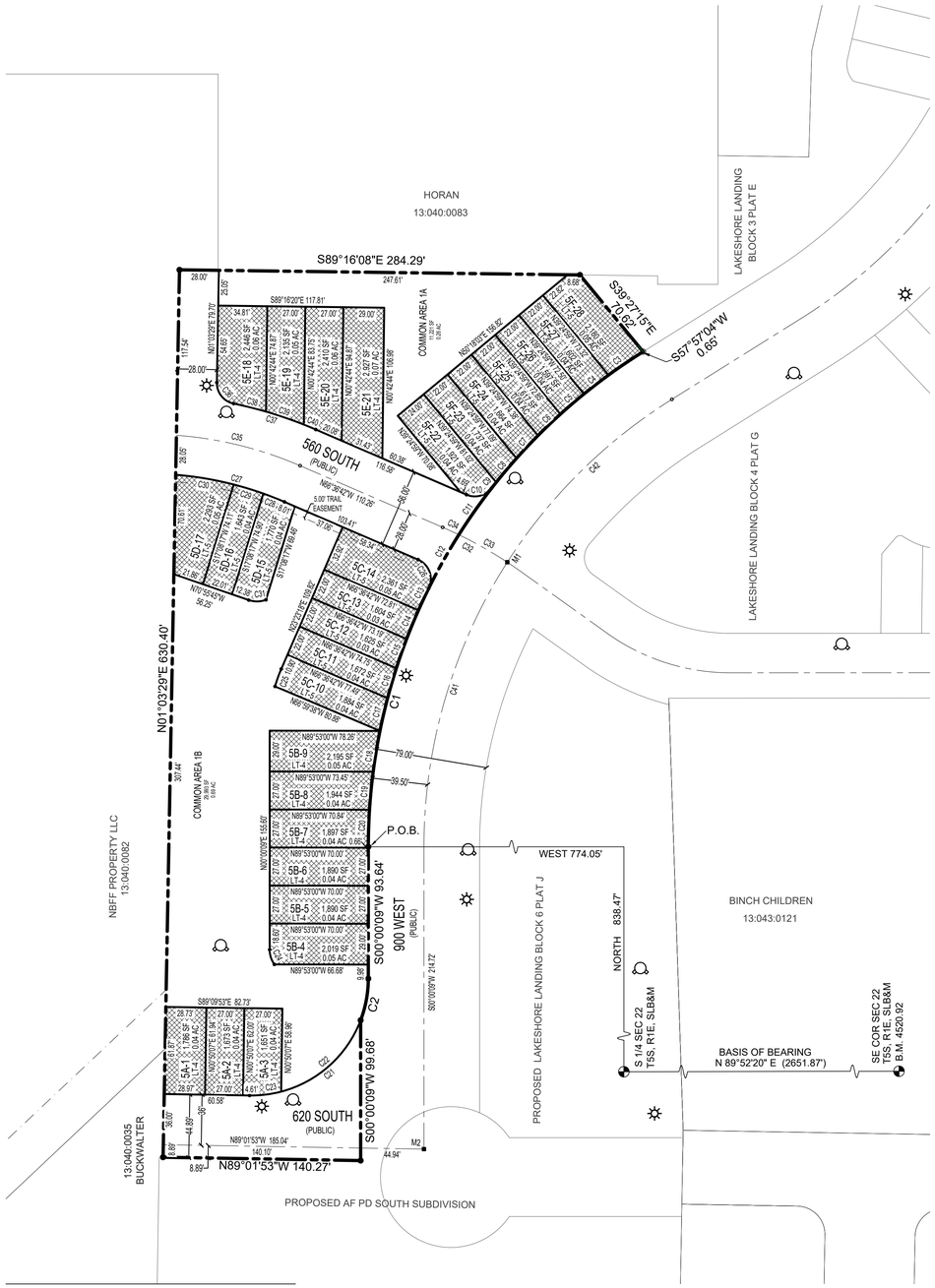
The above described parcel contains 3,820 square feet in area or 0.09 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Attachment: LAKESHORE LANDING PLAT G - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the

LAKESHORE LANDING BLOCK 5 PLAT I

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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



ADDRESSES

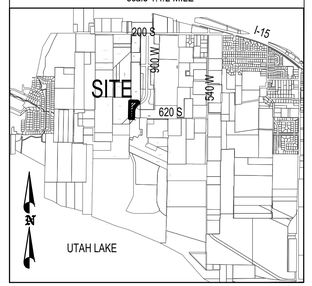
LOT 5A-1	984 WEST 620 SOUTH
LOT 5A-2	946 WEST 620 SOUTH
LOT 5A-3	922 WEST 620 SOUTH
LOT 5B-4	618 SOUTH 900 WEST
LOT 5B-5	614 SOUTH 900 WEST
LOT 5B-6	612 SOUTH 900 WEST
LOT 5B-7	608 SOUTH 900 WEST
LOT 5B-8	602 SOUTH 900 WEST
LOT 5B-9	594 SOUTH 900 WEST
LOT 5C-10	588 SOUTH 900 WEST
LOT 5C-11	582 SOUTH 900 WEST
LOT 5C-12	574 SOUTH 900 WEST
LOT 5C-13	568 SOUTH 900 WEST
LOT 5C-14	562 SOUTH 900 WEST
LOT 5D-15	935 WEST 560 SOUTH
LOT 5D-16	959 WEST 560 SOUTH
LOT 5D-17	993 WEST 560 SOUTH
LOT 5E-18	988 WEST 560 SOUTH
LOT 5E-19	966 WEST 560 SOUTH
LOT 5E-20	944 WEST 560 SOUTH
LOT 5E-21	932 WEST 560 SOUTH
LOT 5F-22	558 SOUTH 900 WEST
LOT 5F-23	554 SOUTH 900 WEST
LOT 5F-24	548 SOUTH 900 WEST
LOT 5F-25	544 SOUTH 900 WEST
LOT 5F-26	538 SOUTH 900 WEST
LOT 5F-27	532 SOUTH 900 WEST
LOT 5F-28	526 SOUTH 900 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED) — COMMON

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.69 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

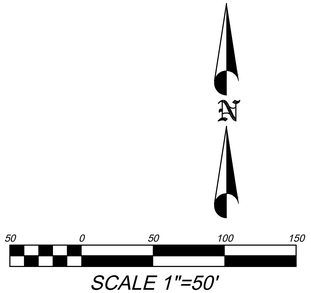
THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	414.50	419.22	57°56'55"	401.58	S28°58'36"W
C2	83.00	30.20	20°50'59"	30.04	S10°25'38"W
C3	414.50	28.99	04°00'26"	28.98	S55°56'51"W
C4	414.50	22.01	03°02'35"	22.01	S52°25'21"W
C5	414.50	22.01	03°02'31"	22.01	S49°22'48"W
C6	414.50	22.06	03°02'59"	22.06	S46°20'02"W
C7	414.50	22.18	03°03'59"	22.18	S43°16'33"W
C8	414.50	22.37	03°05'31"	22.37	S40°11'48"W
C9	414.50	5.35	00°44'24"	5.35	S38°16'51"W
C10	15.00	19.76	75°28'40"	18.36	S75°38'58"W
C11	414.50	40.36	05°34'46"	40.35	S35°07'16"W
C12	414.50	43.75	06°02'49"	43.73	S29°18'28"W
C13	414.50	17.18	02°22'27"	17.17	S25°05'51"W
C14	414.50	22.01	03°02'31"	22.00	S22°23'22"W
C15	414.50	22.06	03°02'56"	22.06	S19°20'38"W
C16	414.50	22.17	03°03'54"	22.17	S16°17'13"W
C17	414.50	23.85	03°17'47"	23.84	S13°06'23"W
C18	414.50	29.39	04°03'47"	29.39	S09°25'37"W
C19	414.50	27.13	03°44'58"	27.12	S05°31'14"W
C20	414.50	26.36	03°38'36"	26.35	S01°49'27"W
C21	83.00	101.45	70°02'02"	95.25	S55°52'09"W
C22	83.00	78.79	54°23'11"	75.86	S48°02'44"W
C23	83.00	22.67	15°38'51"	22.60	S83°03'45"W
C24	18.00	11.10	35°20'08"	10.93	N17°39'55"W
C25	100.00	13.14	07°31'38"	13.13	N19°37'29"E
C26	15.00	24.32	92°53'46"	21.74	S20°09'49"E
C27	244.00	79.91	18°45'54"	79.56	N75°59'39"W
C28	244.00	16.09	03°46'39"	16.08	N68°30'01"W
C29	244.00	22.01	05°10'04"	22.00	N72°58'23"W
C30	244.00	41.82	09°49'12"	41.77	N80°28'00"W
C31	18.00	12.47	39°41'25"	12.22	N89°13'33"E
C32	300.00	52.22	09°58'25"	52.16	N61°37'29"W
C33	300.00	39.58	07°33'33"	39.55	N60°25'03"W
C34	300.00	12.64	02°24'52"	12.64	N65°24'16"W
C35	272.00	90.83	19°07'57"	90.41	N76°10'40"W
C36	15.00	20.78	79°21'28"	19.16	S38°37'15"E
C37	300.00	61.20	11°41'17"	61.09	S72°27'20"E
C38	300.00	23.64	04°30'53"	23.63	S76°02'32"E
C39	300.00	28.44	05°25'51"	28.43	S71°04'11"E
C40	300.00	9.13	01°44'34"	9.12	S67°28'59"E
C41	375.00	213.49	32°37'07"	210.62	N16°18'42"E
C42	375.00	165.79	25°19'48"	164.44	N45°17'09"E



REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____DAY OF _____A.D. 20___,
BY THE WATER AUTHORITY.

SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 838.47 FEET AND WEST 774.05 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE SOUTH 00°00'09" WEST 93.64 FEET; THENCE ALONG THE ARC OF A 83.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.20 FEET (CURVE HAVING A CENTRAL ANGLE 20°50'59" AND A LONG CHORD BEARS S10°25'38"W 30.04 FEET); THENCE SOUTH 00°00'09" WEST 99.68 FEET; THENCE NORTH 89°01'53" WEST 140.27 FEET; THENCE NORTH 01°03'29" EAST 630.40 FEET; THENCE SOUTH 89°16'08" EAST 284.29 FEET; THENCE SOUTH 39°27'15" EAST 70.62 FEET; THENCE SOUTH 57°57'04" WEST 0.65 FEET; THENCE ALONG THE ARC OF A 414.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 419.22 FEET (CURVE HAVING A CENTRAL ANGLE 57°56'55" AND A LONG CHORD BEARS S28°58'36"W 401.58 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 117,356 SQUARE FEET IN AREA OR 2.69 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	28
NUMBER OF PARCELS	2

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

_____ DAY OF _____, A.D. ____.

_____ MAYOR _____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ PLANNER _____ CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 5 PLAT I

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

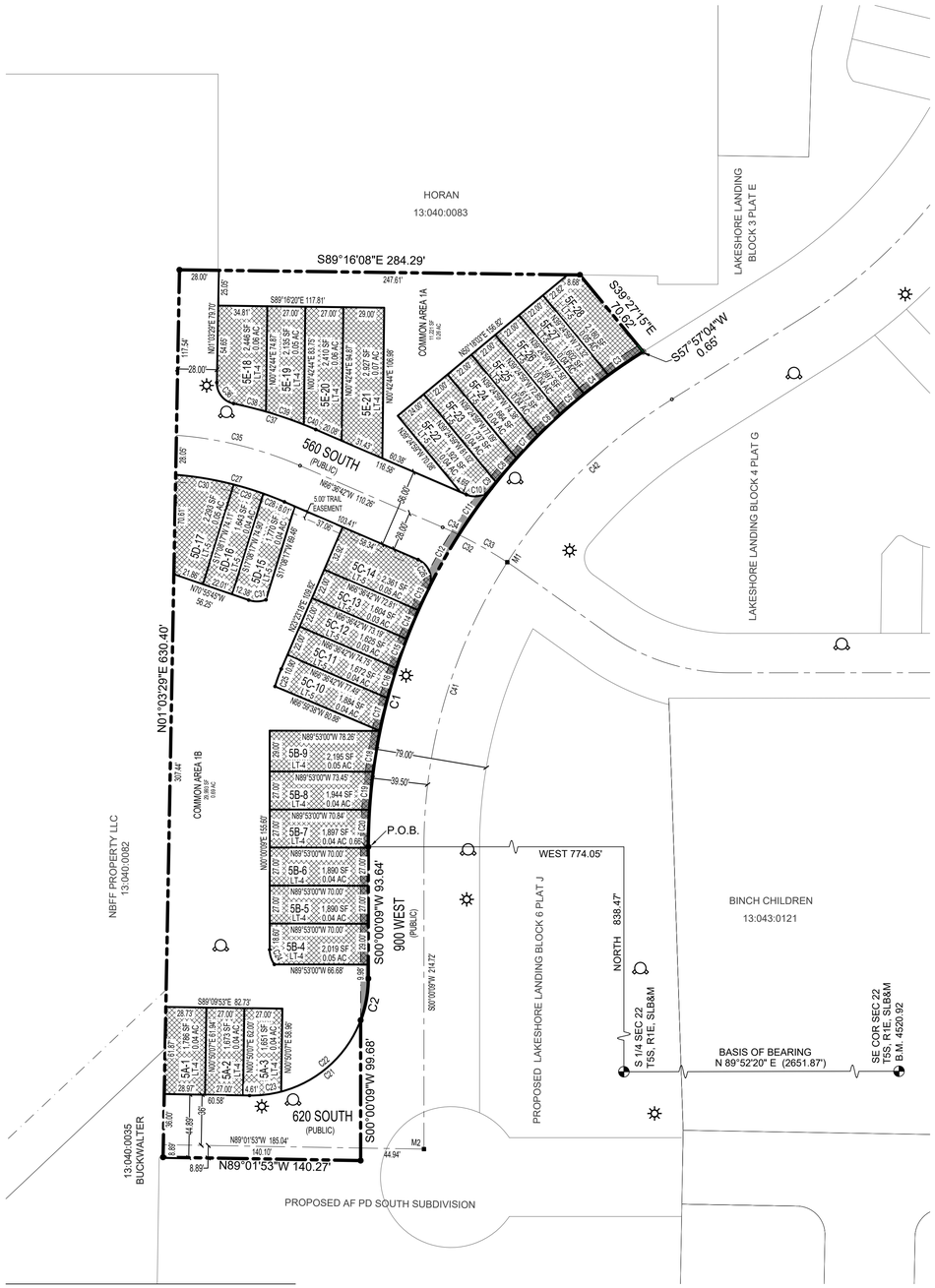
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 5-6\AF21 BLOCK 5 PLAT I 3-30-21.dwg

Attachment: LAKESHORE LANDING PLAT I - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING BLOCK 5 PLAT I

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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



ADDRESSES

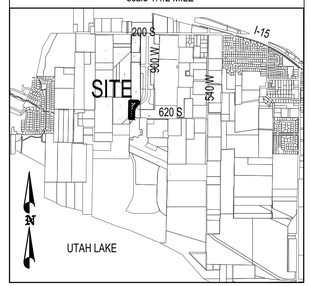
LOT 5A-1	984 WEST 620 SOUTH
LOT 5A-2	946 WEST 620 SOUTH
LOT 5A-3	922 WEST 620 SOUTH
LOT 5B-4	618 SOUTH 900 WEST
LOT 5B-5	614 SOUTH 900 WEST
LOT 5B-6	612 SOUTH 900 WEST
LOT 5B-7	608 SOUTH 900 WEST
LOT 5B-8	602 SOUTH 900 WEST
LOT 5B-9	594 SOUTH 900 WEST
LOT 5C-10	588 SOUTH 900 WEST
LOT 5C-11	582 SOUTH 900 WEST
LOT 5C-12	574 SOUTH 900 WEST
LOT 5C-13	568 SOUTH 900 WEST
LOT 5C-14	562 SOUTH 900 WEST
LOT 5D-15	935 WEST 560 SOUTH
LOT 5D-16	959 WEST 560 SOUTH
LOT 5D-17	993 WEST 560 SOUTH
LOT 5E-18	988 WEST 560 SOUTH
LOT 5E-19	966 WEST 560 SOUTH
LOT 5E-20	944 WEST 560 SOUTH
LOT 5E-21	932 WEST 560 SOUTH
LOT 5F-22	558 SOUTH 900 WEST
LOT 5F-23	554 SOUTH 900 WEST
LOT 5F-24	548 SOUTH 900 WEST
LOT 5F-25	544 SOUTH 900 WEST
LOT 5F-26	538 SOUTH 900 WEST
LOT 5F-27	532 SOUTH 900 WEST
LOT 5F-28	526 SOUTH 900 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON — COMMON AREA (AS SPECIFIED)

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.69 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

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RESERVATION OF COMMON AREAS

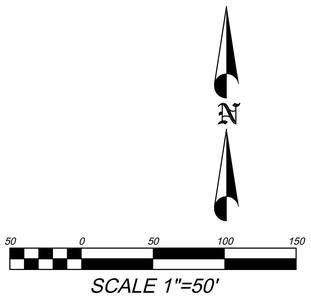
THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	414.50	419.22	57°56'55"	401.58	S28°58'36"W
C2	83.00	30.20	20°50'59"	30.04	S10°25'38"W
C3	414.50	28.99	04°00'26"	28.98	S55°56'51"W
C4	414.50	22.01	03°02'35"	22.01	S52°25'21"W
C5	414.50	22.01	03°02'31"	22.01	S49°22'48"W
C6	414.50	22.06	03°02'59"	22.06	S46°20'02"W
C7	414.50	22.18	03°03'59"	22.18	S43°16'33"W
C8	414.50	22.37	03°05'31"	22.37	S40°11'48"W
C9	414.50	5.35	00°44'24"	5.35	S38°16'51"W
C10	15.00	19.76	75°28'40"	18.36	S75°38'58"W
C11	414.50	40.36	05°34'46"	40.35	S35°07'16"W
C12	414.50	43.75	06°02'49"	43.73	S29°18'28"W
C13	414.50	17.18	02°22'27"	17.17	S25°05'51"W
C14	414.50	22.01	03°02'31"	22.00	S22°23'22"W
C15	414.50	22.06	03°02'56"	22.06	S19°20'38"W
C16	414.50	22.17	03°03'54"	22.17	S16°17'13"W
C17	414.50	23.85	03°17'47"	23.84	S13°06'23"W
C18	414.50	29.39	04°03'47"	29.39	S09°25'37"W
C19	414.50	27.13	03°44'58"	27.12	S05°31'14"W
C20	414.50	26.36	03°38'36"	26.35	S01°49'27"W
C21	83.00	101.45	70°02'02"	95.25	S55°52'09"W
C22	83.00	78.79	54°23'11"	75.86	S48°02'44"W
C23	83.00	22.67	15°38'51"	22.60	S83°03'45"W
C24	18.00	11.10	35°20'08"	10.93	N17°39'55"W
C25	100.00	13.14	07°31'38"	13.13	N19°37'29"E
C26	15.00	24.32	92°53'46"	21.74	S20°09'49"E
C27	244.00	79.91	18°45'54"	79.56	N75°59'39"W
C28	244.00	16.09	03°46'39"	16.08	N68°30'01"W
C29	244.00	22.01	05°10'04"	22.00	N72°58'23"W
C30	244.00	41.82	09°49'12"	41.77	N80°28'00"W
C31	18.00	12.47	39°41'25"	12.22	N89°13'33"E
C32	300.00	52.22	09°58'25"	52.16	N61°37'29"W
C33	300.00	39.58	07°33'33"	39.55	N60°25'03"W
C34	300.00	12.64	02°24'52"	12.64	N65°24'16"W
C35	272.00	90.83	19°07'57"	90.41	N76°10'40"W
C36	15.00	20.78	79°21'28"	19.16	S38°37'15"E
C37	300.00	61.20	11°41'17"	61.09	S72°27'20"E
C38	300.00	23.64	04°30'53"	23.63	S76°02'32"E
C39	300.00	28.44	05°25'51"	28.43	S71°04'11"E
C40	300.00	9.13	01°44'34"	9.12	S67°28'59"E
C41	375.00	213.49	32°37'07"	210.62	N16°18'42"E
C42	375.00	165.79	25°19'48"	164.44	N45°17'09"E



REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20___,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 838.47 FEET AND WEST 774.05 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE SOUTH 00°00'09" WEST 93.64 FEET; THENCE ALONG THE ARC OF A 83.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.20 FEET (CURVE HAVING A CENTRAL ANGLE 20°50'59" AND A LONG CHORD BEARS S10°25'38"W 30.04 FEET); THENCE SOUTH 00°00'09" WEST 99.68 FEET; THENCE NORTH 89°01'53" WEST 140.27 FEET; THENCE NORTH 01°03'29" EAST 630.40 FEET; THENCE SOUTH 89°16'08" EAST 284.29 FEET; THENCE SOUTH 39°27'15" EAST 70.62 FEET; THENCE SOUTH 57°57'04" WEST 0.65 FEET; THENCE ALONG THE ARC OF A 414.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 419.22 FEET (CURVE HAVING A CENTRAL ANGLE 57°56'55" AND A LONG CHORD BEARS S28°58'36"W 401.58 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 117,356 SQUARE FEET IN AREA OR 2.69 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS 28
NUMBER OF PARCELS 2

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

_____ DAY OF _____, A.D. ____.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 5 PLAT I
A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 5-6\AF21 BLOCK 5 PLAT I 3-30-21.dwg

Attachment: LAKESHORE LANDING PLAT I - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING

BLOCK 5 PLAT I
DESCRIPTION OF EXCESS RIGHT-OF-WAY

3-30-21

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 838.47 feet and West 774.05 feet from the South Quarter corner said Section 22; and running:

thence South 00°00’09” West 93.64 feet; thence along the arc of a 83.00 foot radius curve to the right a distance of 30.20 feet (curve having a central angle of 20°50’59” and a long chord bearing S10°25’38”W 30.04 feet); thence North 00°00’09” East 123.70 feet; thence along the arc of a 419.50 foot radius curve to the left a distance of 424.28 feet (curve having a central angle of 57°56’57” and a long chord bearing N28°58’36”E 406.43 feet); thence South 39°28’16” East 5.72 feet; thence South 57°57’04” West 0.65 feet; thence along the arc of a 414.50 foot radius curve to the left a distance of 419.22 feet (curve having a central angle of 55°56’55” and a long chord bearing S28°58’36”W 401.58 feet) to the point of beginning.

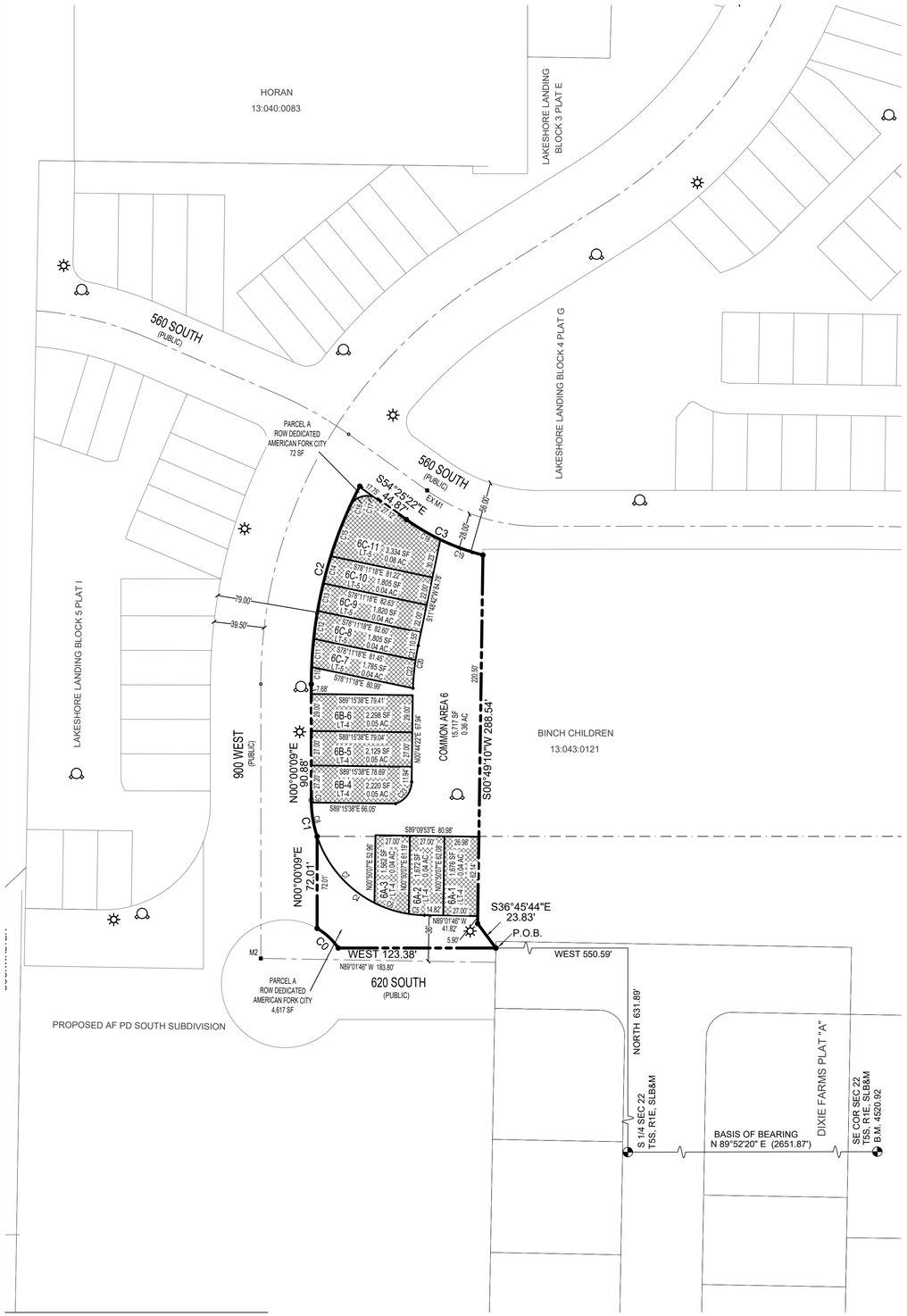
The above described parcel contains 2,985 square feet in area or 0.07 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Attachment: LAKESHORE LANDING PLAT I - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the

LAKESHORE LANDING BLOCK 6 PLAT J

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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



ADDRESSES

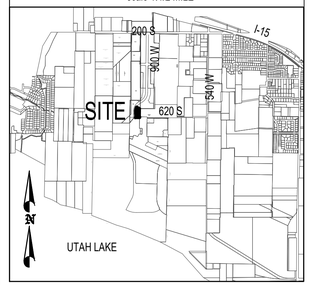
LOT 6A-1	876 WEST 620 SOUTH
LOT 6A-2	884 WEST 620 SOUTH
LOT 6A-3	892 WEST 620 SOUTH
LOT 6B-4	613 SOUTH 900 WEST
LOT 6B-5	607 SOUTH 900 WEST
LOT 6B-6	601 SOUTH 900 WEST
LOT 6C-7	595 SOUTH 900 WEST
LOT 6C-8	589 SOUTH 900 WEST
LOT 6C-9	583 SOUTH 900 WEST
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LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
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- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED) — COMMON

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	0.98 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
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C1	90.00	28.81	18°20'34"	28.69	N09°10'08"W
C2	335.50	161.04	27°30'07"	159.50	N13°45'12"E
C3	178.00	66.43	21°23'01"	66.05	S65°06'52"E
C4	90.00	111.04	70°41'28"	104.13	N53°41'09"W
C5	90.00	12.22	07°46'50"	12.21	N85°08'28"W
C6	90.00	28.34	18°02'33"	28.22	N72°13'46"W
C7	90.00	70.48	44°52'05"	68.69	N40°46'27"W
C8	90.00	27.01	17°11'32"	26.90	N09°44'39"W
C9	90.00	1.81	01°09'00"	1.81	N00°34'22"W
C10	335.50	13.38	02°17'06"	13.38	N01°08'42"E
C11	335.50	22.20	03°47'29"	22.20	N04°11'00"E
C12	335.50	22.05	03°45'59"	22.05	N07°57'43"E
C13	335.50	22.00	03°45'28"	22.00	N11°43'27"E
C14	335.50	22.05	03°45'56"	22.04	N15°29'08"E
C15	335.50	41.19	07°02'02"	41.16	N20°53'07"E
C16	335.50	18.17	03°06'08"	18.16	N25°57'12"E
C17	15.00	26.49	101°10'30"	23.18	N74°59'23"E
C18	178.00	30.91	09°56'59"	30.87	S59°23'51"E
C19	178.00	35.52	11°26'02"	35.46	S70°05'22"E
C20	200.00	33.61	09°37'39"	33.57	S06°59'52"W
C21	200.00	11.46	03°16'54"	11.45	S10°10'15"W
C22	200.00	22.15	06°20'46"	22.14	S05°21'25"W
C23	18.00	22.42	71°22'30"	21.00	S36°25'37"W

NOTES

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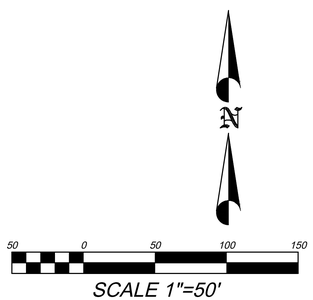
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REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
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office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS _____DAY OF _____A.D. 20____,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 631.89 FEET AND WEST 550.59 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE WEST 123.38 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.75 FEET (CURVE HAVING A CENTRAL ANGLE 26°04'11" AND A LONG CHORD BEARS N47°05'26"W 22.55 FEET); THENCE NORTH 00°00'09" EAST 72.01 FEET; THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.81 FEET (CURVE HAVING A CENTRAL ANGLE 18°20'34" AND A LONG CHORD BEARS N09°10'08"W 28.69 FEET); THENCE NORTH 00°00'09" EAST 90.88 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 161.04 FEET (CURVE HAVING A CENTRAL ANGLE 27°30'07" AND A LONG CHORD BEARS N13°45'12"E 159.50 FEET); THENCE SOUTH 54°25'22" EAST 44.87 FEET; THENCE ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.43 FEET (CURVE HAVING A CENTRAL ANGLE 21°23'01" AND A LONG CHORD BEARS S65°06'52"E 66.05 FEET); THENCE SOUTH 00°49'10" WEST 288.54 FEET; THENCE SOUTH 36°45'44" EAST 23.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 42,513 SQUARE FEET IN AREA OR 0.98 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	11
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

_____
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION
IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE
WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE ___CITY COUNCIL_____ OF ___AMERICAN FORK CITY___ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ____.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE
_____ PLANNING COMMISSION

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 6 PLAT J

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

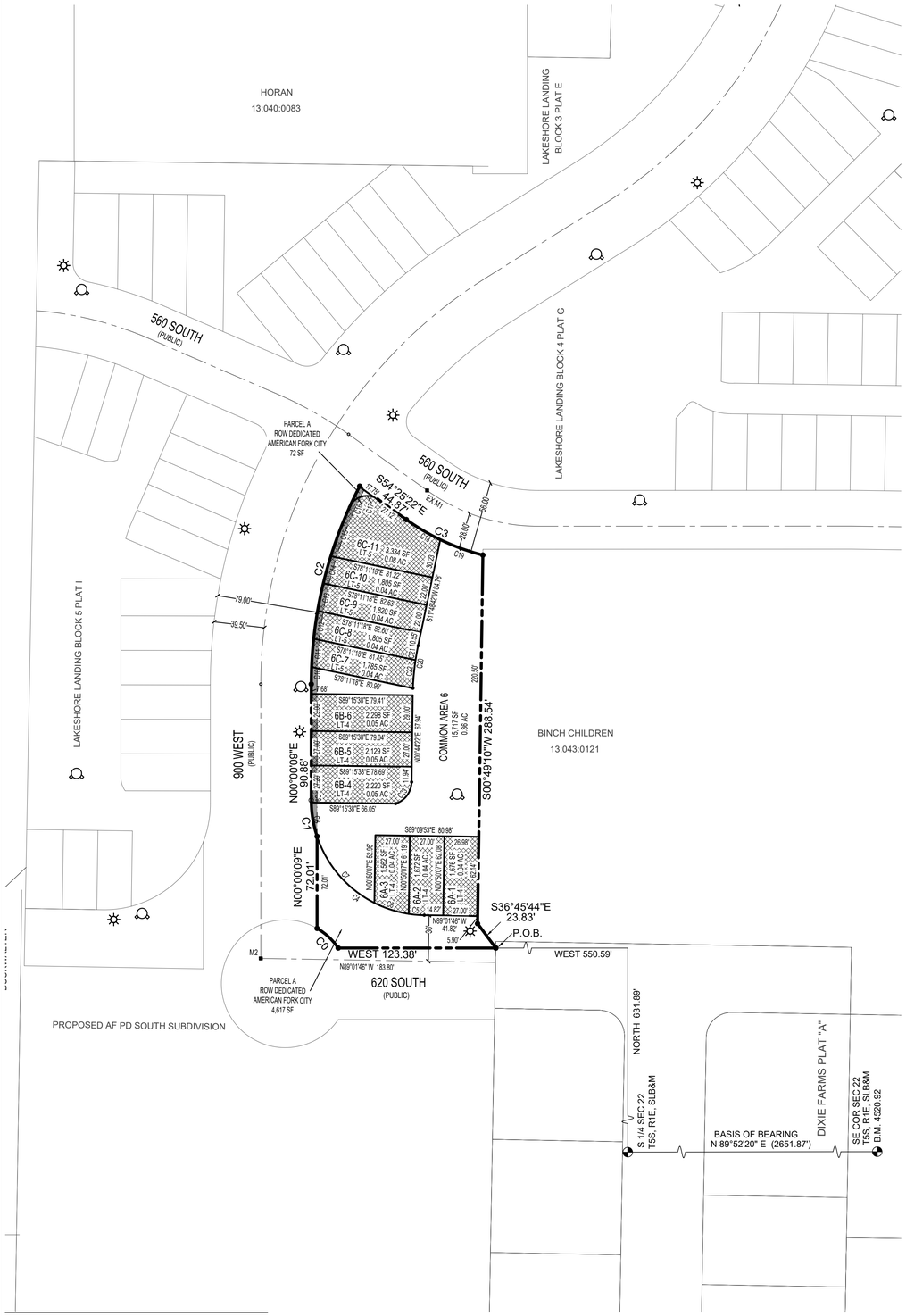
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 5-6-4\P2\ BLOCK 6 PLAT J 3-30-21.dwg

Attachment: LAKESHORE LANDING PLAT J - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING BLOCK 6 PLAT J

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



ADDRESSES

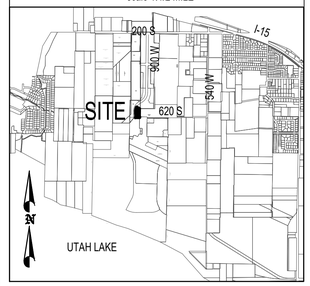
LOT 6A-1	876 WEST 620 SOUTH
LOT 6A-2	884 WEST 620 SOUTH
LOT 6A-3	892 WEST 620 SOUTH
LOT 6B-4	613 SOUTH 900 WEST
LOT 6B-5	607 SOUTH 900 WEST
LOT 6B-6	601 SOUTH 900 WEST
LOT 6C-7	595 SOUTH 900 WEST
LOT 6C-8	589 SOUTH 900 WEST
LOT 6C-9	583 SOUTH 900 WEST
LOT 6C-10	577 SOUTH 900 WEST
LOT 6C-11	571 SOUTH 900 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON AREA (AS SPECIFIED) — COMMON

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	0.98 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

NOTES

1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON/DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.

2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.

3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

4. 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 MARSHAL AND CHARGED WITH CULINARY WATER.

5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

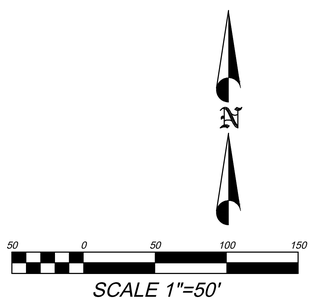
THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF LAKESHORE LANDING FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILTY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C0	50.00	22.75	26°04'11"	22.55	N47°05'26"W
C1	90.00	28.81	18°20'34"	28.69	N09°10'08"W
C2	335.50	161.04	27°30'07"	159.50	N13°45'12"E
C3	178.00	66.43	21°23'01"	66.05	S65°06'52"E
C4	90.00	111.04	70°41'28"	104.13	N53°41'09"W
C5	90.00	12.22	07°46'50"	12.21	N85°08'28"W
C6	90.00	28.34	18°02'33"	28.22	N72°13'46"W
C7	90.00	70.48	44°52'05"	68.69	N40°46'27"W
C8	90.00	27.01	17°11'32"	26.90	N09°44'39"W
C9	90.00	1.81	01°09'00"	1.81	N00°34'22"W
C10	335.50	13.38	02°17'06"	13.38	N01°08'42"E
C11	335.50	22.20	03°47'29"	22.20	N04°11'00"E
C12	335.50	22.05	03°45'59"	22.05	N07°57'43"E
C13	335.50	22.00	03°45'28"	22.00	N11°43'27"E
C14	335.50	22.05	03°45'56"	22.04	N15°29'08"E
C15	335.50	41.19	07°02'02"	41.16	N20°53'07"E
C16	335.50	18.17	03°06'08"	18.16	N25°57'12"E
C17	15.00	26.49	101°10'30"	23.18	N74°59'23"E
C18	178.00	30.91	09°56'59"	30.87	S59°23'51"E
C19	178.00	35.52	11°26'02"	35.46	S70°05'22"E
C20	200.00	33.61	09°37'39"	33.57	S06°59'52"W
C21	200.00	11.46	03°16'54"	11.45	S10°10'15"W
C22	200.00	22.15	06°20'46"	22.14	S05°21'25"W
C23	18.00	22.42	71°22'30"	21.00	S36°25'37"W



REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS _____DAY OF _____A.D. 20____,
BY THE WATER AUTHORITY.

_____
SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____, 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 NO. _____. 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 DESCRBED 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. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 631.89 FEET AND WEST 550.59 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE WEST 123.38 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.75 FEET (CURVE HAVING A CENTRAL ANGLE 26°04'11" AND A LONG CHORD BEARS N47°05'26"W 22.55 FEET); THENCE NORTH 00°00'09" EAST 72.01 FEET; THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.81 FEET (CURVE HAVING A CENTRAL ANGLE 18°20'34" AND A LONG CHORD BEARS N09°10'08"W 28.69 FEET); THENCE NORTH 00°00'09" EAST 90.88 FEET; THENCE ALONG THE ARC OF A 335.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 161.04 FEET (CURVE HAVING A CENTRAL ANGLE 27°30'07" AND A LONG CHORD BEARS N13°45'12"E 159.50 FEET); THENCE SOUTH 54°25'22" EAST 44.87 FEET; THENCE ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.43 FEET (CURVE HAVING A CENTRAL ANGLE 21°23'01" AND A LONG CHORD BEARS S65°06'52"E 66.05 FEET); THENCE SOUTH 00°49'10" WEST 288.54 FEET; THENCE SOUTH 36°45'44" EAST 23.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 42,513 SQUARE FEET IN AREA OR 0.98 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	11
NUMBER OF PARCELS	1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

_____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

_____
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION
IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE
WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE ___CITY COUNCIL_____ OF ___AMERICAN FORK CITY___ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ____.

_____ _____
MAYOR CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE
_____ PLANNING COMMISSION

_____ _____
PLANNER CHAIRMAN, PLANNING COMMISSION

LAKESHORE LANDING BLOCK 6 PLAT J

A TRANSIT-ORIENTED DEVELOPMENT
ALSO A PARTIAL VACATION OF LOT 1 OF THE B.K. PENROD PLAT A SUBDIVISION
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
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

3/20/20 I:\My Drive\Berg Civil\2021\Red Pine\LAKESHORE LANDING\Block 5-6\4P21 BLOCK 6 PLAT J 3-30-21.dwg

Attachment: LAKESHORE LANDING PLAT J - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the Lakeshore Landing subdivision)

LAKESHORE LANDING

BLOCK 6 PLAT J
DESCRIPTION OF EXCESS RIGHT-OF-WAY

3-30-21

A parcel of excess right-of-way of 900 West road, situate in the south half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 719.26 feet and West 690.49 feet from the South Quarter corner said Section 22; and running:

thence North 00°00’09” East 119.70 feet; thence along the arc of a 330.50 foot radius curve to the right a distance of 157.76 feet (curve having a central angle of 27°20’57” and a long chord bearing N13°40’36”E 156.27 feet); thence North 54°25’22” West 4.42 feet; thence along the arc of a 335.50 foot radius curve to the left a distance of 161.04 feet (curve having a central angle of 27°30’07” and a long chord bearing S13°45’12”W 159.50 feet); thence South 00°00’09” West 90.88 feet; thence along the arc of a 90.00 foot radius curve to the left a distance of 28.81 feet (curve having a central angle of 18°20’34” and a long chord bearing S09°10’08”E 28.69 feet) to the point of beginning.

The above described parcel contains 1,213 square feet in area or 0.03 acres.

(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

Attachment: LAKESHORE LANDING PLAT J - EXCESS ROW SUBMITTAL 3-30-21 (Partial Right-of-Way Vacation for 900 West related to the

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on the American Fork Art Dye Trail Federal Aid Agreement for Local Agency Project

SUMMARY RECOMMENDATION Staff recommends approval of the American Fork Art Dye Trail Federal Aid Agreement for Local Agency Project

BACKGROUND American Fork City has been awarded a grant for $593,875 grant from the Utah Department of Transportation (UDOT) for the American Fork Art Dye Trail. The City match will be $43,125 (6.77%) for a total of $637,000 in project funding. In order to obtain the grant funding and for the project to commence, the City needs to enter into a Federal Aid Agreement for the Local Agency Project with UDOT.

BUDGET IMPACT The $43,125 match for this grant was approved in the FY2021 budget.

SUGGESTED MOTION Mr. Mayor, I move to approve the American Fork Art Dye Trail Federal Aid Agreement for Local Agency Project as presented and authorize the City to execute the associated agreement.

SUPPORTING DOCUMENTS

UDOT Federal Aid Agreement Contract_ Action Required - PIN 17068 (PDF)

State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	American Fork City - Rebecca Andrus	Maximum Project Value Authorized $637,000
PIN Number 17068 FINET Number 55364 FMIS Number F014280 DUNS Number 073006108	Project Number F-R399(293) PIN Description American Fork Art Dye Trail	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and American Fork City "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of American Fork Art Dye Trail, located at American Fork City and identified as project number F-R399(293);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2021 - 2024

Fund*	Prior	2021	2022	2023	2024	Total	Fed Aid	State	Other	Pct
STP_SU_MAG	$0	$0	$637,000	$0	$0	$637,000	$593,875	$0	$43,125	6.77%
Total:	$0	$0	$637,000	$0	$0	$637,000	$593,875	$0	$43,125	6.77%

Attachment: UDOT Federal Aid Agreement Contract_ Action Required - PIN 17068 (American Fork Art Dye Trail Federal Aid Agreement for

AGREEMENT

Now, therefore, the parties agree as follows:

I. **Description of the Project.**
II. **UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

A. Oversee compliance with federal and state regulations.
B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
C. Assign a UDOT Project Manager to:
1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
4. Prepare and process the federal aid agreement before project initiation.
5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
6. Assist the local agency to process and approve Consultant Pay Requests.
7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
8. Coordinate to ensure ongoing communication with the local project sponsor.
9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
11. Coordinate betterment items and finalize agreements prior to construction advertising.
12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
14. Coordinate the UDOT project closeout process.

III. **Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
2. Coordinate with the UDOT Project Manager concerning the funding.
3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
4. Manage the day-to-day activities of the Project as follows:
a. Consultant and professional services used on the Project.
b. The Local Agency shall recommend and approve consultant pay requests.
c. Project scope, schedule, budget, and quality.
d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
e. Coordination with the assigned UDOT Project Manager.
f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

Attachment: UDOT Federal Aid Agreement Contract_ Action Required - PIN 17068 (American Fork Art Dye Trail Federal Aid Agreement for

1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
2) Participate as the active lead in project team meetings as well as all field and plan reviews.
3) Ensure NEPA Environmental clearances and approvals are obtained.
4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
6) Ensure construction standards and specifications are met.
7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.

j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
n. Approve the final advertising package and obtain local signature approval advertisement.
o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
t. Assist to provide all documentation needed for construction project close out including Buy America certification.
u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. **Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed $637,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Attachment: UDOT Federal Aid Agreement Contract_ Action Required - PIN 17068 (American Fork Art Dye Trail Federal Aid Agreement for

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Rebecca Andrus at RANDRUS@AMERICANFORK.GOV, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. **Local Agency?s Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. https://www.ecfr.gov/cgi-bin/ECFR?page=browse

VI. **Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VII. **Project Authorization for Federal Aid**. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and **the Local Agency will be required to pay 100% of those costs**. This end date can be

Attachment: UDOT Federal Aid Agreement Contract_ Action Required - PIN 17068 (American Fork Art Dye Trail Federal Aid Agreement for

found on the UDOT website at the following link: Local Government Close Out Dates. FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waiver any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records**. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of- way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: https://www.udot.utah.gov/connect/business/design/project-advertising-tools/.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of

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the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to https://www.ecfr.gov/cgi-bin/ECFR?page=browse for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. **UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. **Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. **Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. **Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this

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Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. **Content Review**

Language content was reviewed and approved by the Utah AG's office on September 28, 2020.

LOCAL AGENCY

By _____

Date _____

American Fork City Official

Utah Department of Transportation

By _____

Region Director

Date _____

UDOT Comptroller

By _____

Comptroller's Office

Date _____

Attachment: UDOT Federal Aid Agreement Contract_ Action Required - PIN 17068 (American Fork Art Dye Trail Federal Aid Agreement for

Consultant Services
Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 4/7/2021
PM REQUEST DATE 4/6/2021

FEDERAL AID AGREEMENT NO.

Project No.: F-R399(293)
PIN No.: 17068

PIN Description: American Fork Art Dye Trail
FINET Prog Code No.: 55364

UDOT Project Manager	UDOT Contract Administrator
Kathrine A Johnson 658 North 1500 West Orem, UT 84057 (801)420-8905 kathrinejohnson@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
American Fork City 51 E MAIN STREET American Fork, UT 84003-0397 Rebecca Andrus, (801) 854-5938 RANDRUS@AMERICANFORK.GOV

Project Value	$637,000
Federal Match	$593,875
Local Government Match	$43,125
State Match	$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

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REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action of a Pioneering Agreement with Bishop Holding LLC for system improvements along 1500 South

SUMMARY RECOMMENDATION Bishop Holding LLC proposes a Pioneering Agreement for system improvements along 1500 South of the recently approved Matt Bishop Storage development.

BACKGROUND The City Council approved the Matt Bishop Storage site plan at the October 27, 2020 regular session meeting. Bishop Holding LLC has been working closely with the City's Public Works Department on a plan for the underground utilities along 1500 South 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 and roadway improvements along 1500 South and allocates pro-rated construction costs to the adjacent properties based on their frontage along 1500 South.

The total cost for the system improvements adds up to $5,905.96.

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

SUGGESTED MOTION Move to approve the Pioneering Agreement with Bishop Holding LLC for system improvements along 1500 South.

SUPPORTING DOCUMENTS

Pioneering Agreement - Bishop Storage (PDF)

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as "Agreement") is entered into as of this 9 day of February, 2021, by and between Bishop Holding, a Limited Liability Company with its principal offices located at 256 South 570 West, American Fork, Utah 84003 (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 owns certain parcels of property located in American Fork, Utah County, Utah, specifically 13:067:0106 consisting of 6.40 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 commercial development commonly known as Matt Bishop Storage. However, development of the Property is subject to the installation of offsite pressurized irrigation 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 Benefitted 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 Matt Bishop Storage and are lawful conditions precedent for the approval and development of Matt Bishop Storage.

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 Matt Bishop Storage 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.

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

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.

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

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 _____, 2021.

BISHOP HOLDING, LLC

By: _____
Name: Matthew Bishop
Its: Owner

State of Utah

County of _____

On the _____ day of _____, 2021, personally appeared before me Matthew Bishop, of Bishop Holding, 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

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

EXHIBIT A

Beginning at a point on the north side of 1500 South Street, said point being located South 89°48’53” East 610.56 feet along the Section line and South 16.84 feet from the South One Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian: thence North 00°28’20” East 411.20 feet to a fence corner; thence North 87°06’00” West 186.16 feet along a wire fence line to a fence corner; thence along a wire fence line North 00°15’00” East 402.10 feet to a fence corner; thence along a fence line South 87°39’00” East 437.78 feet; thence South 00°28’20” West 809.02 feet along a fence line to the north line of 1500 South Street; thence along north line of street North 89°01’36” West 250.01 feet to the point of beginning.

Basis of Bearing is South 89°48’53” East along the Section line from the South Quarter Corner of Section 26 to the Southeast Corner of Section 26.

Tax Parcel No.: 13-067-0106

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

EXHIBIT B

	Description of Item	Quantity	Unit	Unit Price	Total
	PRESSURIZED IRRIGATION				
	Connect to existing	1	Each	$1,200.00	$1,200.00
	8" C900	250	LF	$9.67	$2,418.25
	8" Gate Valve	1	Each	$984.78	$984.78
	8" PVC WDG REST GLND PK *ONELOK	4	Each	$57.74	$230.96
	8x12 MJ Long SLV	1	Each	$185.60	$185.60
	PI Drain	1	Each	$886.37	$886.37
				TOTAL	$5,905.96

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

EXHIBIT C

Property Owner	Parcel Number	Pioneering Cost
Bishop Holding LLC	13:067:0106	$2,952.98
Coleman Real Estate Investment LLC	13:076:0035	$2,952.98

Attachment: Pioneering Agreement - Bishop Storage (Pioneering Agreement with Bishop Holding LLC for system improvements along 1500

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

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

AGENDA ITEM Review and action on a resolution adopting fireworks restrictions for American Fork City.

SUMMARY RECOMMENDATION
Staff would recommend approval of the resolution.

BACKGROUND
In previous years, the City has approved resolutions adopting fireworks restrictions. The Fire Chief is proposing that the city adopt fireworks restrictions once again. The Fire Department wants the residents of American Fork to have a fun and safe holiday. However, there have been concerns of the possibility of large crowds gathering on city property for fireworks displays. For this reason, the resolution lists parks where fireworks will be allowed to be discharged. The resolution also includes statements that the city will follow state law with regards to the dates and times fireworks can be discharged as well as what fireworks can be discharged.

This resolution also give the Fire Chief, Fire Marshall, or designee the right to restrict fireworks in any high-risk geographical areas within the city limits that has a potential safety concern.

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to approve the resolution adopting annual fireworks restrictions in American Fork City.

SUPPORTING DOCUMENTS

05-25-2021 Fireworks Restriction resolution (DOCX)

RESOLUTION NO. 2021-___-___

A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING FIREWORKS RESTRICTIONS.

WHEREAS, American Fork City wishes to protect vulnerable areas from the risk of fire; and

WHEREAS, American Fork City wishes to support the Fire Department's efforts to limit the risk of fire;

NOW THEREFORE BE IT RESOLVED BY THE AMERICAN FORK CITY COUNCIL as follows:

Section 1.

A. Discharge of fireworks shall be consistent with the map attached hereto as Exhibit A and further described herein:

   i. Ground fireworks will be allowed in all parks and public right-of-way.

   ii. Aerial Fireworks less than 150' will be allowed to be discharged at the following parks:

Park	Approximate address
Evergreen Park	200 North 700 East
Val Vista Park	1300 North 1100 East
Art Dye Park	550 East 1000 North
Hindley Park	400 North 560 West
Greenwood Park	200 East 500 South
Legacy Park	70 West 1340 North

   iii. Any fireworks that discharge vertically 150' or more or requires special permitting (more than 1.4G classification) or handling shall follow the city prescribed application and permitting process for Special Events.

B. Only fireworks legally sold in the State of Utah are permitted to be discharged within the City and only during the dates and times allowed by State law.

C. Fireworks are prohibited within twenty-five (25) feet from any building, 200 feet from any open field, unimproved lot with dry vegetation, or any vacant building with dry vegetation on the lot, or within 200 feet of any other agricultural product(s).

Attachment: 05-25-2021 Fireworks Restriction resolution (Fireworks Restrictions - 2021)

D. The Fire Chief, Fire Marshal or designee reserve the right to restrict fireworks or recreational burns in any high-risk geographical area inside the city of American Fork that may be at risk or has a potential safety concern.

Section 2.
This resolution shall take effect immediately upon its approval and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2021.

ATTEST:

_____
Bradley J. Frost, Mayor

_____
Terilyn Lurker, City Recorder

Attachment: 05-25-2021 Fireworks Restriction resolution (Fireworks Restrictions - 2021)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on a resolution approving the interlocal cooperative agreement with Mountainland Association of Governments (MAG) for funding the 700 N Connection Project.

SUMMARY RECOMMENDATION Staff recommends approval of the agreement with MAG for funding the 700 N Connection Project.

BACKGROUND American Fork City has obtained MAG funding for construction of the 700 N Connector project since this is a regional priority. This project will connect 700 N from 100 E to 200 E. The attached agreement finalizes the funding agreement with MAG for the project.

BUDGET IMPACT This agreement finalizes the project funding agreement with MAG, which has been budgeted for in the FY2021 budget.

SUGGESTED MOTION Mr. Mayor, I move to adopt the resolution approving the interlocal cooperative agreement with MAG for funding the 700 N Connection Project as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

AF 700 N Agreement (DOCX)

Agreement No. 2018-11
Account No. 110

INTER-LOCAL COOPERATION AGREEMENT
between
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and
AMERICAN FORK CITY

For A Project Known As

700 NORTH CONNECTION

THIS AGREEMENT, made and entered into this 10 day of October 2018, by and between **MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (Program Manager)**, an inter-local agencyof the State of Utah, with principle offices located at 586 East 800 North, Orem UT and **AMERICAN FORK CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 51 E. Main Street, American Fork UT.

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

Deleted: -

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a road project known as 700 North Connection (**Approved Project**) which consists of an new road connection at 700 North; and

WHEREAS, the Project Sponsor approved this Agreement by the commission, board, council, or other body or officer vested with the executive power of the public agency.

WHEREAS, the Program Manager approved this Agreement by the commission or officer vested with the executive power.

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Mountainland Association of Governments TIP Projects Manager 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. The administrator agrees to keep all books and records in such form and manner as the Mountainland Financial Manager/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

Deleted: ,

Section 5. NO SEPARATE LEGAL ENTITY.

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

1) **Project Scope –** The project will complete the connection of 700 North in American Fork between 100 East and 200 East. The project will include a new signal and all other elements of a collector road and its connections.

2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.

   a) **Design Standard -** The design and construction of the Approved Project will meet or exceed American Fork City design standards.

   b) **Environmental Work -** The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.

   c) **Design Work -** The Project Sponsor will involve the Program Manager at the following design milestones:

      (1) Kickoff Meeting,

      (2) 30% Scope and Schedule Review,

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

(3) 60% On Site Plan Review,

(4) 90% Plans, Specifications and Estimate,

d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.

e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.

f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.

4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
   a) Project name.
   b) Project description.
   c) Start and completion dates (general).
   d) Contact name, phone number, website address, email.
   e) Use the sentence "This project funded with Mountainland Transportation Funding".
   f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
   g) Generally, one sign at each access point to the project shall be installed.
   h) Signs should be at least 4' x 6', or large enough for passing motorists to read.
   i) Signs should be installed prior to construction and stay in place through construction.

5) **Construction Process** - The Project Sponsor will manage the construction process.
   a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.

6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $1,100,000 (Total Project Cost) for the direct costs of the Approved Project. The Project Sponsor has committed to provide $250,000 of UDOT funds for the signal, $272,000 for the purchase the right of way or the actual property used for the project, in addition to the Total Project Cost.

   a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The required match for this project is $74,470.

   b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for MAG Exchange Funds begin each year on October 1st or as otherwise designated in the Cooperative Agreement between MAG and UDOT, and for County Transportation Sales Tax Funds on January 1st. All funds for this project are available in 2019.

   c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.

d) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed $1,025,530 (Total Project Cost less Matching Funds). Any costs which exceed $1,025,530 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

e) **Cost Overruns -** The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

f) **Surplus Funds -** Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (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, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

Section 10. SEVERABILITY.

If any term or provision of this 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.

Section 11. 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.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

Authorized and passed on this 10 day of October 2018,

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

_____

Andrew Jackson, Executive Director

ATTEST:

_____

Steve Johnson, Chief Financial Officer

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

Steve Johnson

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

AMERICAN FORK CITY

Authorized and passed on this 14 day of May 2019,

AMERICAN FORK CITY
UTAH COUNTY, UTAH

_____
David Bunker, City Administrator

ATTEST:

_____
Terilyn Lurker, City Recorder

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____
(enter name, title)

Attachment: AF 700 N Agreement (700 N Connection MAG Agreement)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on an agreement for engineering services with CRS Consulting Engineers for the design of the 700 N Connection Project.

SUMMARY RECOMMENDATION Staff recommends approval of the selection of CRS Engineers for the design of the 700 N Connection Project.

BACKGROUND American Fork City has obtained MAG funding for construction of the 700 N Connector project since this is a regional priority. This project will connect 700 N from 100 E to 200 E. Staff sent out an RFP for engineering consultants and ranked CRS Engineers the highest on this project.

BUDGET IMPACT Design for this project is part of the MAG funding.

SUGGESTED MOTION Mr. Mayor, I move to approve the selection of CRS Engineers for the design of the 700 N Connection project as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

AmFork-CRS 700 North Agreement REVISED1 (PDF)

AGREEMENT FOR ENGINEERING SERVICES

700 North Connection Engineering Services

This Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of May, 20 21 by and between CRS Consulting Engineers Incorporated with its principal place of business at 4246 S Riverboat Rd., Ste 200 SLC UT 84123 (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 multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

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

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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 the RFP and the approved proposal (See Attachments A and B respectively).

3. Compensation.

In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the RFP and the approved proposal (See Attachments A and B respectively).

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,

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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 the RFP, the RFP proposal, and agreed upon, 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

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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:

CRS Engineers
Att: John Bale
4246 S Riverboat Rd., Ste 200
SLC, UT 84123
Phone: (801) 359-5565
john.bale@crsengineers.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.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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 rulemaking, 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

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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]

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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

AMERICAN FORK CITY

David Bunker
City Administrator

Date: _____

CRS Consulting Engineers Incorporated

By: John Bale
Its: Vice President

Date: May 20,2021

Attest:

_____
Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

AGREEMENT FOR ENGINEERING SERVICES
Attachment A -RFP

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

REQUEST FOR PROPOSALS

American Fork City

Engineering and Design Services

American Fork FY21-22 Transportation Projects

RFP # ST 2021002

Date of Issue: 03/29/2021

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

Department of Public Works
Engineering Division

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Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

I) INTRODUCTION

A) American Fork City Public Works, Engineering Division, "City" is soliciting proposals from qualified engineering firms "Proposer" to provide engineering, design, bidding, and construction management services for the American Fork FY21-22 Transportation Projects.

II) PROJECTED SCHEDULE FOR THE RFP PROCESS

A) The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Sciquest:

Activity	**Date**
Mandatory Pre-Proposal Conference	April 13, 2021 @10:00 AM via Zoom
Final Day to Submit Questions	April 15, 2021
Proposal Due Date	April 27, 2021 @ 3pm via email at sfullmer@americanfork.gov
Notice of Intent to Award	May 4, 2021
City Council Acceptance of Award	May 11, 2021
Anticipated Notice to Proceed	May 13, 2021

Pre-Proposal Conference Zoom Link:
https://us02web.zoom.us/j/88652644811?pwd=ZFRPeFVpcUxkZno2aFVvRnlocW8wdz09

III) DEADLINE FOR PROPOSAL SUBMISSION

A) Proposals will be accepted via email until 3:00 PM on April 27, 2021 at sfullmer@americanfork.gov. No proposals will be accepted after the closing date and time. Only those Proposers who attend the pre-proposal conference will be considered for award.

IV) BACKGROUND

A) The American Fork City (City) Public Works Department (Public Works) is responsible for the improvements of the roadway and utility system. The City has adopted roadway and utility master plans that includes an inventory of the existing facilities and a plan to increase capacity and maintain the existing system.

B) The purpose of this Request for Proposals is to procure professional engineering services for the City in designing roadway and municipal infrastructure improvements that are needed to serve the City's future needs according to the American Fork Master Plans. These master plans are available on the city's website and all respondents to this

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

RFP are encouraged to become familiar with the documents and ask questions as needed.

C) Several transportation projects in the Capital Improvement Plan for FY21-22 need design, bidding assistance, and construction management. These projects are:

1) AF FY22 Infrastructure Rehabilitation Project

(a) 300 N from 100 East to 300 East

(b) 850 East from 300 North to 575 North

(c) 1120 North from 100 East to 150 West

(d) Orchard Drive from 200 South to 400 South

2) 700 N Connection

3) 1100 S 500 E Intersection Design

4) 300 W Pacific Drive Intersection Design

D) These projects may be awarded to a single consultant or multiple consultants in any configuration as determined to be in the best interest of American Fork City.

V) SCOPE OF WORK AND TASKS TO BE COMPLETED

A) Complete engineering design, prepare construction drawings and contract documents, provide bidding assistance, and provide construction management for any or all of the following projects to include the following:

1) ***AF FY22 Infrastructure Rehabilitation Project***

(a) Assess pavement and subgrade health and produce pavement rehabilitation design.

(b) Design water main and lateral replacement for 300 N and 850 East (the Orchard Drive waterline replacement will be done with another project)

(c) Assess sidewalk and curb and gutter deficiencies and provide design for replacement as needed. Include tree removal where needed.

2) ***700 N Connection***

(a) Provide a complete, new roadway construction design including utilities, storm drainage and trail connection for the connection of 700 N from 100 E to 200 E as shown in the applicable master plan. This is a MAG funded project. Design and construction shall conform to all requirements of the funding. Attachment A shows the conceptual design of the roadway.

3) ***1100 S 500 E Intersection Design and (4) 300 W Pacific Drive Intersection Design***

(a) Project limits are shown in Attachments B and C respectively.

(b) Perform signal warrant analysis for each intersection.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

(c) Provide geometric design of intersections including, at a minimum, curb and gutter, parking strip (including all landscape design), sidewalk (or walking path as required by master plans), and all necessary underground utility upgrades within the project

(d) Utility coordination with all utilities affected by the design

(e) Evaluate existing intersection elevation and design to facilitate future paths, trails and for 1100 S 500 E, the future flyover of the railroad tracks.

(f) Include ATMS connection to UDOT system as part of the signal design (proposals should include information on possible ways to connect to the UDOT system).

(g) Coordinate with adjacent property owners their commercial and residential needs and incorporate into design. At a minimum, the design shall include right of way documentation, ROW acquisition, and coordination with city staff and property owners.

(h) Include analysis and design to address wetland mitigation and railroad coordination as necessary.

VI) PRICING/COSTS/FEES

A) Payment for these services will be as follows

1) Engineering services will be bid and paid for by time and materials with a total not to exceed price for this project.

VII) PROPOSAL FORMAT

A) All proposals shall be formatted according to the following specifications:

B) Content and Page Limit: Proposals shall include four labeled sections that will be used for evaluation: Project Team/Experience, Project Understanding and Scope, Project Schedule, and Proposed Pricing/Cost/Fees. Proposals text pages are limited to a maximum of eight (8) letter size pages. The cost pages may be one 11x17 per project if needed for readability. Cover letter and single page resumes per person are not included in the page count.

C) Submittal: Please submit an electronic version of your proposal in pdf format to sfullmer@americanfork.gov. Submit Proposed Pricing/Cost/Fees in a separate pdf file.

VIII) PROPOSAL SUBMISSION

A) By submitting a proposal to this RFP, Proposer understands and agrees to the following:

1) RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

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2) Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

3) Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.

4) Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: commerce.utah.gov.

5) Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

6) Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.

7) Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall emailed to randrus@americanfork.gov.

8) Award: This project consists of four (4) distinct projects that may be awarded to one Proposer, four different proposers or any combination in between. The scope of work by any proposer will include only the awarded sections.

9) Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.

10) Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

11) Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.

12) Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

IX) EVALUATION AND SCORING CRITERIA

A) Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview. The purpose of the interview is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will generally be based on the following criteria and weights:

1) 25% Proposed Team. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects (one page per person resumes may be attached if desired). Include one recent project of similar scope that was completed by the Project Manager with contact information for a reference.

2) 40% Project Understanding and Scope. Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.

3) 20% Project Schedule. Provide a time schedule stating when the key tasks of your proposal would be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.

4) 15% Proposed Pricing/Costs/Fees. In separate file, provide personnel names, hourly rates, hours, and total costs associated with the tasks listed in Section VIII. Separate by project. Refer to Section IX for pricing requirements. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

X) WRITTEN AGREEMENT REQUIRED

A) Agreement: Successful proposers for this RFP shall enter into Agreement for Engineering Services (Attachment D) with American Fork City. Any and all work awarded as part of this RFP will be performed in accordance with this agreement.

XI) NOTICE TO PROPOSERS

B) GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

1) American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a "public record" under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.

C) EMPLOYEE STATUS VERIFICATION SYSTEM

1) Proposer agrees to provide the signed E-Verify Certification (Attachment F) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment F) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to so comply may result in the immediate termination of its contract with American Fork City.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

D) ETHICAL STANDARDS

1) Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

E) TERM OF AGREEMENT

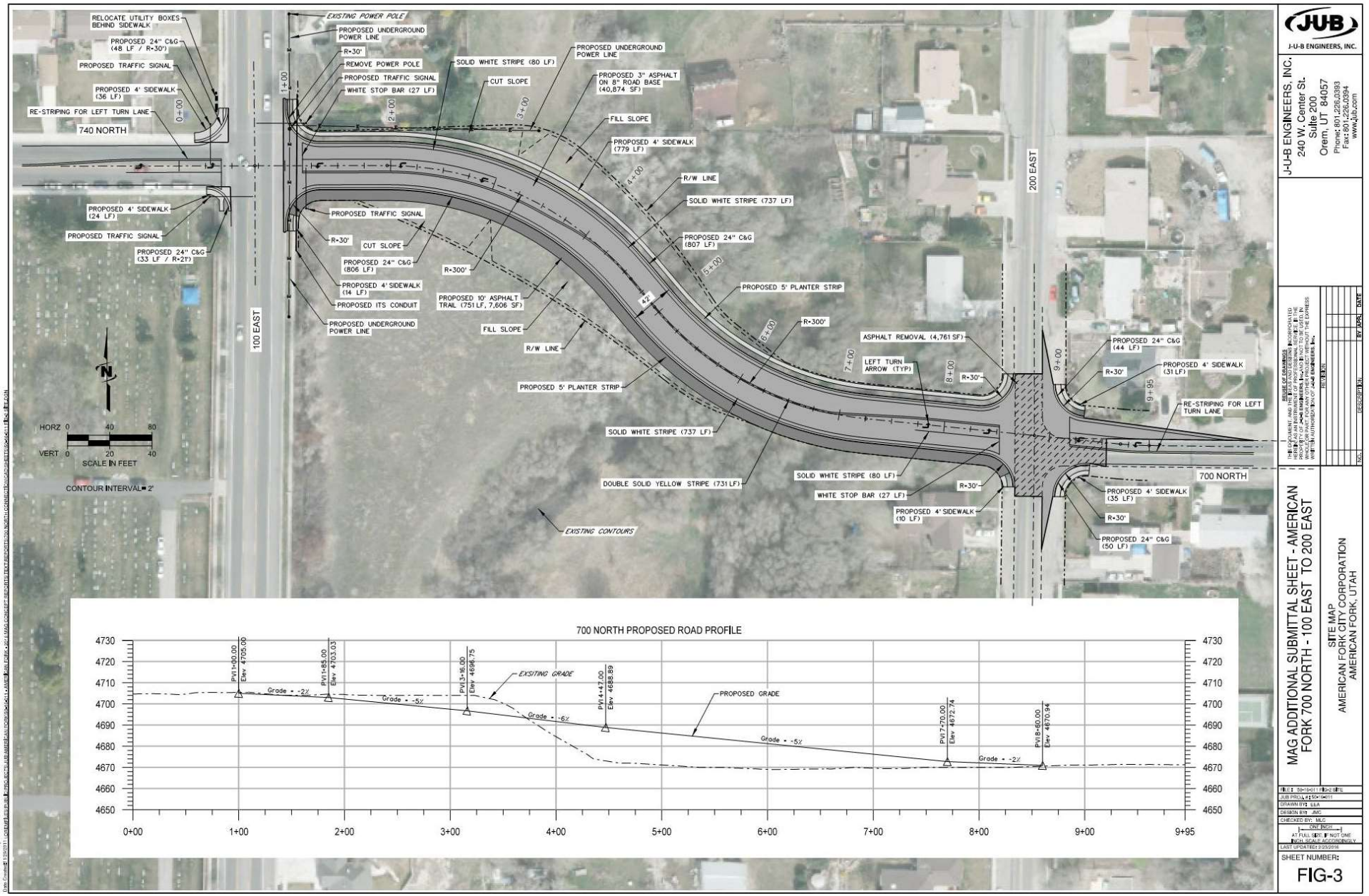
1) The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed.

F) PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION

1) Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held online via zoom at the date and time shown in the schedule.
2) Proposers are encouraged to submit their questions in writing before the preproposal meeting via Sciquest. Questions may be submitted through Sciquest until the deadline shown on the schedule. If the RFP needs to be modified or clarified, a written addendum will be issued. Verbal questions and answers outside of an addendum are not binding.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

Attachment A
Concept Plan for 700 N Connection



Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

Attachment B

Project Limits, 1100 South 500 East Intersection Improvements



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Attachment C

Project Limits, 300 W and Pacific Drive Intersection Improvements



Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

Attachment D
AGREEMENT FOR ENGINEERING SERVICES

Engineering Services

This Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 20___ by and between _____, with its principal place of business at _____ (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 multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

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

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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 the RFP and the approved proposal (See Attachments A and B respectively).

3. Compensation.

In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the RFP and the approved proposal (See Attachments A and B respectively).

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,

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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 the RFP, the RFP proposal, and agreed upon, 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

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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:

_____
_____
_____
_____
_____

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.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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 rulemaking, 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

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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]

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

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

AMERICAN FORK CITY

David Bunker
City Administrator

Date: _____

_____

By:
Its:

Date: _____

Attest:

_____
Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

Attachment E
Engineering Department
American Fork FY21-22
Transportation Projects

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3060

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:
Address:
Representative:
Title:
Phone: Fax:
Email address:
Insurer: Policy #: Coverage Amounts:
Phase I Price $_____Not to Exceed *Please attach supporting documentation*
Phase II Price $_____Not to Exceed *Please attach supporting documentation*
Phase III Price $_____Not to Exceed *Please attach supporting documentation*
Phase IV Price $_____Not to Exceed *Please attach supporting documentation*

Signature of authorized representative:

_____ Date:_____

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

Attachment F

American Fork Public Wo
275 East 200 No
American Fork, UT 840
801-763-30

American Fork City
Engineering Division
American Fork FY21-22
Transportation Projects

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this _____ day of _____, 202__, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number_____

_____
Proposer
(Name of sole ownership, corporation or partnership)

{AFFIX CORPORATE SEAL HERE}

_____
(Signature of Authorized Representative)

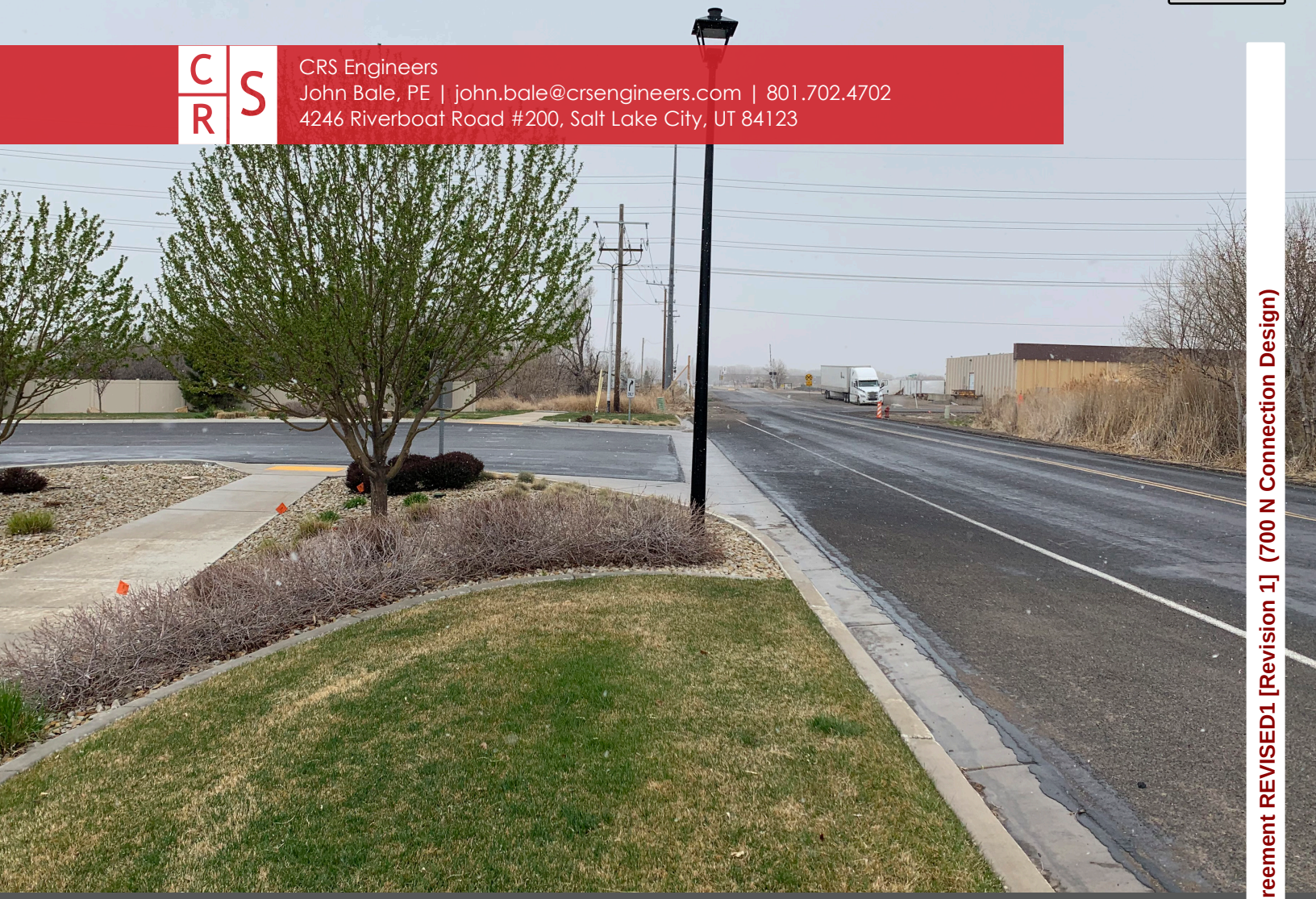
_____
Title

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

AGREEMENT FOR ENGINEERING SERVICES
Attachment B -Approved Proposal

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

CRS Engineers
John Bale, PE | john.bale@crsengineers.com | 801.702.4702
4246 Riverboat Road #200, Salt Lake City, UT 84123



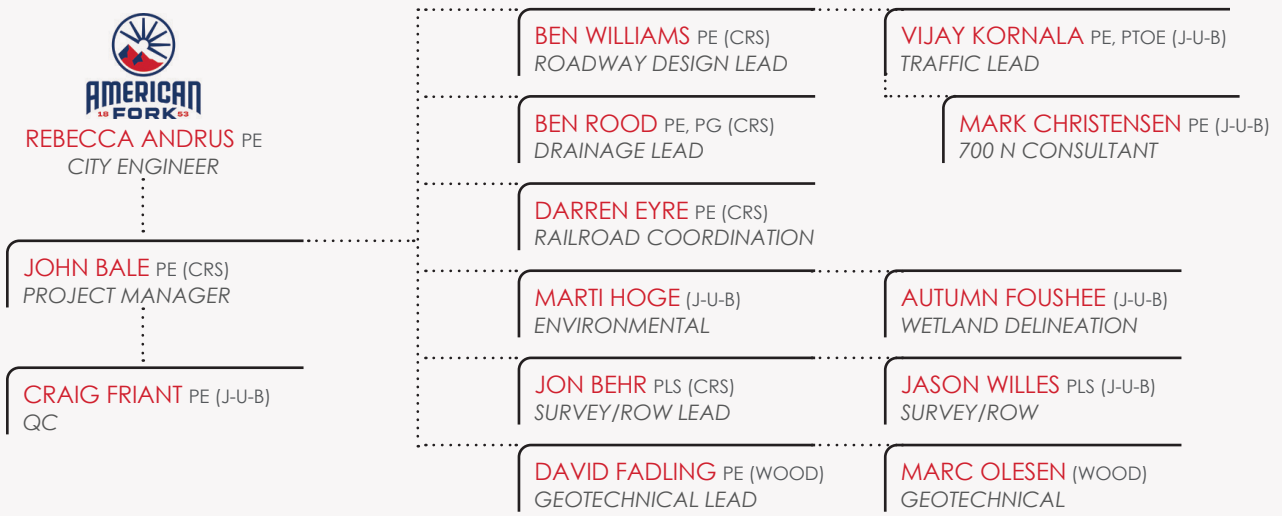
ENGINEERING AND DESIGN SERVICES
AMERICAN FORK FY21-22 TRANSPORTATION PROJECTS

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Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

ORGANIZATIONAL CHART



PROJECT TEAM



JOHN BALE PE | PROJECT MANAGER (CRS)

B.S. Civil Engineering University of Wyoming | UT #4835780-2202

John has over 30 years of experience as a Project Manager. He has lead transportation design projects that include signals, intersection improvements, round-abouts, and large roadway widening for cities and state DOT's. He fosters collaboration and strong communication.

RELEVANT PROJECT EXPERIENCE:

- Bluff Road; 550 West (on Gentile) to 1000 West PIN 14043 | Principal | UDOT
- UDOT Region 1 Signals | Principal | UDOT
- Uintah and 2500 | Principal | Peterson Development



CRAIG FRIANT PE | QC (J-U-B)

B.S. Civil Engineering; Utah State University | UT #343731-2202

Craig has over 22 years of experience in the design, management, and construction of private and public projects. His design experience includes roadways, highways, intersections, traffic studies, traffic signals, multi-use trails, storm drain systems, right-of-way acquisition documents, utility design and coordination, risk management, and project management.

RELEVANT PROJECT EXPERIENCE:

- 1100 North Street Reconstruction | Project Manager | Pleasant Grove City
- 1300 West Street Reconstruction | Project Manager | Pleasant Grove City
- 1500 South Phase 1-3 Reconstruction | Project Manager | Woods Cross City



BEN WILLIAMS PE | ROADWAY DESIGN LEAD (CRS)

B.S. Civil Engineering Utah State University | UT #5571257-2202

Ben is a design engineer for the CRS Transportation team. He has extensive experience in roadway design, utilities, right-of-way, and field engineering, including signal, municipal widening, intersection improvement, and greenfield transportation projects, allowing him to handle complex situations.

Relevant Project Experience:

- 820 North Railroad Pedestrian Crossing | Designer | UDOT
- Bluff Road; 550 West (on Gentile) to 1000 West PIN 14043 | Roadway Design | UDOT
- Pony Express Parkway; Redwood Road to Porters Crossing | Lead Roadway Designer | Eagle Mountain
- Eagle Mountain Signal Design at Pony Express | Project Engineer | Eagle Mountain

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

PROJECT TEAM



BEN ROOD PE, PG | DRAINAGE LEAD (CRS)

B.S. Civil Engineering; Utah State | UT #8846769-2202

Ben leads and manages the Surface Water Department for CRS Engineers. His expertise in surface-wat disciplines includes hydraulic modeling, hydrology, flood hazard mapping, FEMA letter of map change steady and unsteady modeling using 1D and 2D methods, hydraulic structure, and scour analysis.

RELEVANT PROJECT EXPERIENCE:

- Foothill Boulevard | Project Manager | Saratoga Springs
- SR-134 Drainage Master Plan 3.8 to 4.8 | Project Manager | Weber County
- I-15 Point of the Mountain Design-Build | Drainage Engineer | Draper/UDOT



DARREN EYRE PE | RAILROAD COORDINATION (CRS)

B.S. Civil Engineering; Utah State University | UT #5148625-2202

Darren specializes in transit and railway infrastructure design and permitting. He communicates with railroad employees and serves as a group leader on AREMA's yards and terminals committee, which helps him maneuver a railroad's permitting and approval process.

RELEVANT PROJECT EXPERIENCE:

- SR-16 Railroad Crossing | Railroad Manager | Muskogee, OK
- Mapleton Slant Road | Principal | Mapleton
- UPRR Ogden Survey | Sr. Project Manager | Ogden



MARTI HOGE | ROADWAY DESIGN LEAD (J-U-B)

M.A. Environmental Politics & Policy, Colorado State University; B.S, Anthropology, University of Utah

Marti has 14 years experience in environmental planning, NEPA compliance, and permitting for a diverse set of projects. Marti specializes in multi-agency coordination and has successfully led dozens of large-scale federally-funded environmental projects for municipalities, water conservancy districts, irrigation companies, and other local government clients.

RELEVANT PROJECT EXPERIENCE:

- 1300 North and 2000 West Intersection Improvement Project, Clinton, UT | 2019—2020
- Center Street Roadway Improvement Project, North Salt Lake, UT | 2020
- 9270 South Realignment Project, Sandy, UT | 2018-2019



JON BEHR PLS | SURVEY/ROW LEAD (CRS)

B.S. Civil Engineering; Utah State University | UT #290669-2201

Jon oversees field and office operations for CRS' survey team, including coordination of field crew assignments, survey computations and platting for GPS, field surveys for road alignments, rights-of-way boundaries, subdivisions, site layouts, construction stakeout, and easements.

RELEVANT PROJECT EXPERIENCE:

- MVC Design Build (4100 South to SR-201 Segment) | Sr. Professional Land Surveyor | UDOT
- WWPS Gravity Sewer | Survey Lead | Granger-Hunter Improvement District
- 3300 South to SLC Airport Surplus Levee | Survey Lead | Salt Lake County



DAVID FADLING PE | GEOTECHNICAL LEAD (WOOD)

M.S. Civil Engineering: University of Colorado | UT #349987-2202

David has 29 years of experience in mining, transportation, infrastructure, and oil and gas pipeline projects including three years as UDOT geotech. He collaborates with design team members to develop practical solutions to challenging geotechnical aspects of transportation projects.

Relevant Project Experience:

- Daybreak Communities Development | Geotech Engineer | South Jordan
- 11400 South, Bangerter Highway to State Street | Lead Geotech Engineer | South Jordan
- SR-193 Extension, 2000 West to State Street | Lead Geotech Engineer | Weber County

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

PROJECT EXPERIENCE



BLUFF STREET

Client: UDOT | 2018

Improved traffic mobility and safety near Gentile Street/Bluff Road intersection utilizing a single-lane roundabout. Resolved public concerns regarding mobility and pedestrian safety by mediating public meetings, providing clear visuals, and conveying City goals via strategic communication plan. Design included extension and widening of roadway, grant funding assistance, right-of-way surveying, preparation of right-of-way documents, utility relocation, irrigation coordination and relocation, lighting, striping, landscaping, and a gateway sign into Syracuse City.

RELEVANT COMPONENTS:

- Intersection Improvements
- Lighting
- Roadway Widening
- Drainage
- Irrigation Coordination
- Sign and Stripe

UDOT REGION 1 SIGNALS

Client: UDOT | 2019

Within three months, CRS provided design for three signals in Region 1 for UDOT. Our signal design included new signals, replacement of standard signals, and a Hawk signal. Safety concerns were increasing at a marked school crossing on 30th St (SR-79) and Quincy Avenue in Ogden, UT. The north leg of the intersection entered the elementary school's parking lot, creating a conflict between vehicles, student drop off, and students walking to school. The crosswalk presence needed to be increased by adding rectangular rapid-flashing beacon (RRFB) lights, replacing ADA ramps, and updating striping. Two additional signals were completed in Ogden 29th St and Washington, and in Brigham City at SR-13 and 700 North CRS designed a crosswalk and signal.

RELEVANT COMPONENTS:

- Signal Design
- Survey
- Turn Radii Verification
- RRFB Design
- ADA Ramp Verification

WEST JORDAN LOOP ROAD

Client: City of Saratoga Springs | Year

In the summer of 2020, CRS supported Saratoga Springs in obtaining $1.5 million in funding in less than a month to design and construct mitigation efforts for the Knolls Fire mitigation effort. Including the evaluation of 7 drainages, which all drain into active alluvial fan areas. We identified weak points in the various channels and designed channel improvements, protection structures, and a significant public involvement effort to coordinate with residents.

RELEVANT COMPONENTS:

- Rapid Response
- FEMA Pre-Disaster Mitigation Grant
- NRCS EWP Funding
- Low Impact Design
- Use of Existing Studies
- Coordination with Mayor, Cit Engineer, Residents, State, ar Federal Agencies

UINTAH AND 2500

Client: Peterson Development | Year

Development was proposed in a FEMA Zone A floodplain that required a conditional letter of map revision (CLOMR) approval from FEMA. Our team also obtained a joint permit from USACE Section 404 and Utah Stream Alteration. CRS provided a survey of the existing channel and structures along 1-mile of the flow channel to develop the hydrologic and hydraulic analysis to supported the CLOMR. CRS improved the accuracy of the floodplain and upgraded it to a detailed Zone AE floodplain.

RELEVANT COMPONENTS:

- FEMA Structure Survey
- FEMA Culvert Survey
- Cross Section Survey
- CLOMR, USACE 404 Permit
- Stream Alteration Permit
- Hydrology and Hydraulics
- Floodplain Mapping

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

PROJECT EXPERIENCE

700 NORTH PRELIMINARY STUDY

Client: American Fork City | 2016

The American Fork 700 Concept Report was prepared for submittal to Mountainland Association of Governments to obtain funding for the project. The concept report included a horizontal and vertical alignment design, intersection improvements designs, conceptual traffic signal design at 100 East, and a cost estimate.

RELEVANT COMPONENTS:
- Environmental Scan
- Roadway Design
- Traffic Signal Design
- Intersection Design
- Cost Estimating

HOYTSVILLE BRIDGE REPLACEMENT, UDOT REGION 2

Client: UDOT| 2018

J-U-B prepared the environmental documentation, biological survey, and wetland delineation to replace the Hoytsville bridge. The bridge structure is located over the historic rail trail. J-U-B consulted with the Utah State Parks Department and Summit County to evaluate and mitigate the impacts of this popular multi-use trail. J-U-B's wetland specialist prepared a water resource assessment to assess the proposed project improvements to the Weber River and the associated riverine corridor, located directly adjacent to the project area.

RELEVANT COMPONENTS:
- Environmental Documentatio
- Wetland Delineation

300 WEST: US-89 BUTTERCUP BLVD

Client: Garden City | 2018

A new roadway connection between US-89 and Buttercup Blvd was needed, with J-U-B providing the design and managing the construction. The project included large radius back-to-back curves to meet industry standards while minimizing impacts. J-U-B's environmental services group prepared the environmental evaluation for the proposed project, including a wetland delineation, water resources assessment, a biological resource survey, and oversaw the cultural resource survey completion. The wetland delineation required coordination with the UDOT Region 1 Landscape Architects and the USACE. J-U-B prepared environmental evaluation, wetland delineation, water resource assessment and biological survey.

RELEVANT COMPONENTS:
- Roadway Design for Semi-rur area
- Wetland Delineation and Mitigation
- Construction Engineering Management
- Drainage
- Utilities
- Cultural Resource Survey
- State Funding
- Adherence to standard desig and guidelines

PETERSON DEVELOPMENT MILLCREEK CLOMR

Client: Peterson Development | Year

Development was proposed in a FEMA Zone A floodplain that required a conditional letter of map revision (CLOMR) approval from FEMA. Our team also obtained a joint permit from USACE Section 404 and Utah Stream Alteration. CRS provided survey of the existing channel and structures along 1-mile of the flow channel to develop the hydrologic and hydraulic analysis to supported the CLOMR. CRS improved the accuracy of the floodplain and upgraded it to a detailed Zone AE floodplain.

RELEVANT COMPONENTS:
- FEMA Structure Survey
- FEMA Culvert Survey
- Cross Section Survey
- CLOMR, USACE 404 Permit
- Stream Alteration Permit
- Hydrology and Hydraulics
- Floodplain Mapping

KNOLLS FIRE DEBRIS HAZARD MITIGATION

Client: City of Saratoga Springs | Year

In the summer of 2020, CRS supported Saratoga Springs in obtaining $1.5 million in funding in less than a month to design and construct mitigation efforts for the Knolls Fire mitigation effort. Including the evaluation of 7 drainages, which all drain into active alluvial fan areas. We identified weak points in the various channels and designed channel improvements, protection structures, and a significant public involvement effort to coordinate with residents.

RELEVANT COMPONENTS:
- Rapid Response
- FEMA Pre-Disaster Mitigation Grant
- NRCS EWP funding
- Low Impact Design
- Use of Existing Studies
- Coordination with Mayor, Cit Engineer, Residents, State, ar Federal Agencies

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

UNDERSTANDING AND SCOPE

TEAM

CRS Engineers has teamed with two local consultants to cover all aspects of the project with cost-effective skills and expertise. CRS and J-U-B Engineers, Inc. (J-U-B) are full-service civil engineering companies with design, survey, and ROW capabilities. Wood brings many of those same capabilities and geotechnical and pavement design expertise to the tear Our firms have known and worked with each other on projects along the Wasatch front for years.

APPROACH

A brainstorming session with the City and our team leads, proposed as value added, is to be held at kickoff to establish alternatives and design approaches for the three projects. Having the brainstorming session will streamline the process ar help reduce construction costs for the projects. Workshop attendees include:

> **John Bale** and **Craig Friant**, who each have 20+ years of experience delivering projects along Wasatch Front: **Mark Christensen**, who led the preliminary 700 North design for the RFP; **Ben Williams**, who worked on an alternative roundabout option for the same roadway; and support from **Vijay Kornala, Ben Rood, Marti Hoge,** and **Jon Behr**.

The brainstorming session provides collaboration to quickly evaluate technical ideas of signals versus roundabouts, relocating utilities versus design deviations, different profiles versus cut and fill needs, or forward compatibility constraints. We will have the ability to assess design and construction cost implications of various ideas to allow the City and our tean to settle on preferred design alternatives. The period of the project before we progress 30 percent of designs is considere the scoping phase. We have included this as a value added scope and approach to the project in our pricing.

700 NORTH APPROACH

Our team is highly experienced with the 700 North roadway extension project. J-U-B performed the preliminary design presented in the RFP, and CRS developed a roundabout intersection option at the 200 East intersection. With these two alignments already generated, we will quickly vet a design alternative that solves the traffic needs while minimizing conflicts associated with utilities and right-of-way. Our solutions have already considered the trail system that American Fork's master plan shows.

700 North includes MAG funding and therefore has some specific design parameters required to satisfy the funding. Our team is prepared to meet those needs.

Design Features: Our design will include a plan and profile of the new section of 700 North between 100 East and 200 East. We will provide a survey to identify cut and fill needs, identify existing ROW, and catalog utilities in the area, including the irrigation canal near 100 East. The design will include lighting, drainage, signing and striping, geotechnical considerations for fill, settlement, and design of pavement sections. The roadway alignment and profile will consider the trail connection.

Constraints: Our design will evaluate the best way to accommodate a turn lane at 100 East. Currently, there are constraints both north and south of 740 North. The existing cemetery makes widening to the south prohibitive and the telecom boxes immediately north of the intersection create a difficulty widening to the north. The current width of the roadway will accommodate a turn lane requiring minor adjustments to the radii for turning movements with a potential to slightly relocate the telecom boxes. Our design will focus on this option and use striping to accommodate the needed turn lane.

Constraints at 200 East consist of making the connection at 200 East between two existing houses with a powerline crossing the intersection and a power pole at the southwest corner and near the southeast corner. Our design will optimize this intersection while minimizing conflicts with utilities. We will provide the City with information to present to homeowners. We will coordinate with the power company to adjust the location of power as needed to accommodate the selected alternative.

As we develop the roadway profile, we will consider that this project will be an import project for fill and develop an alignment that optimizes/minimizes the use of import fill. We will further evaluate additional cuts toward the west to reduce the need for fill along the east. We will also consider a trail crossing under the roadway to avoid pedestrian/vehicle interactions.

Our drainage design will accommodate drainage along the extension to tie into drainage along 200 East. The project currently ties to an 18-inch line that upsizes further south in 200 East to a 30-inch. We will accommodate the existing canal at 100 East and 700 North across the intersection. Currently, the canal is piped both north and south of the intersection a few hundred feet. Culvert sizing will review sizes of those pipes as well as irrigation company requirements.

PROPOSED TEAM

JOHN BALE PE (CRS)
PROJECT MANAGER
CRAIG FRIANT PE (J-U-B)
QC
BEN WILLIAMS PE (CRS)
ROADWAY DESIGN LEAD
BEN ROOD PE, PG (CRS)
DRAINAGE LEAD
JON BEHR PLS (CRS)
SURVEY/ROW LEAD
VIJAY KORNALA PE, PTOE (J-U-B)
TRAFFIC LEAD
MARK CHRISTENSEN PE (J-U-B)
700 N CONSULTANT
MARTI HOGE (J-U-B)
ENVIRONMENTAL

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

UNDERSTANDING AND SCOPE

500 EAST APPROACH

The 500 East and 1100 South intersection design will eventually become a key traffic thruput intersection for American Fork. As the Master Plan is fully implemented, the future flyover will provide access from I-15 to the west side of the rail tracks without disruption.

The project has several unique features that our team will focus on to provide American Fork City the best value for this first step project. Each area of our focus is discussed in more detail.

Our approach will focus on:

- Forward compatibility: the design will accommodate future plans for the rail flyover, active transportation routes, and drainage.
- Thruput: the design will focus on alternatives for best thruput now and best thruput when the flyover is implemented.
- Third-party cost reduction: the design will consider third party utility's and how to reduce large costs associated with the relocation of these features.
- Environmental clearances: we will focus on this early in the process allowing design alternatives to be vetted promptly.
- Stakeholder understanding: we will work with the City to identify any design aspects that would benefit stakeholder outreach.

Design Features: Our design will provide the following scope, design 500 East from Auto Mall Drive (1000 East) through the 100 South intersection, design 1100 South to accommodate turning movements at 500 East. We will perform a warrant study and signal design for 500 East and 1100 South intersection and develop a drainage design to accommodate drainage which currently crosses the intersection from north to south, and the drainage from the phragmites infested area in the northeast corner of the intersection. This area drains presently diagonally across the road to the southwest, where it confluences with the drainage. Our work will include:

- Survey
- Final pavement sections
- ROW documents
- Lighting design at the intersection
- Signage and striping needs
- Active transportation design through the intersection
- Providing third-party utility coordination and design

Forward Compatibility: One key aspect of forward compatibility is eliminating "tear-out" as future work is executed. Our approach will focus on developing an alignment that will accommodate the need for the south leg of the intersection to climb to the future rail flyover crossing eventually. Our initial assessment of the intersection is that grade adjustments should be avoided for this phase to avoid railroad reviews. Current drainage under the intersection will be accommodated by adjusting the diagonal pipe invert elevation. Currently, this culvert that drains from the northeast to southwest is exposed in the intersection grade.

PROPOSED TEAM

JOHN BALE PE (CRS)
PROJECT MANAGER
CRAIG FRIANT PE (J-U-B)
QC
BEN WILLIAMS PE (CRS)
ROADWAY DESIGN LEAD
BEN ROOD PE, PG (CRS)
DRAINAGE LEAD
JON BEHR PLS (CRS)
SURVEY/ROW LEAD
MARTI HOGE (J-U-B)
ENVIRONMENTAL
VIJAY KORNALA PE, PTOE (J-U-B)
TRAFFIC LEAD
AUTUMN FOUSHEE (J-U-B)
WETLAND DELINEATION
JASON WILLES PLS (J-U-B)
SURVEY/ROW

An essential aspect of this project will be to avoid impacts to the railroad crossing approximately 250-feet west of the intersection to avoid the need to include UPRR in design reviews which can add significant time to the project. Because the proposed signal is more than 250-feet from the closest track, interconnecting the signal to UPRR is not required and avoiding profile changes will allow us to avoid engaging UPRR in this project.

Thruput: Each of our teaming partners has experience designing roundabouts and signals. CRS has completed over five roundabouts and more than 10 signals in the last few years. Vijay will use his vast traffic study background to vet potential thruput options. He will also oversee the warrant analysis during our evaluation of alternatives for thruput optimization. We will look at using the new signal at Automall Dr. to manage traffic through a signal at 650 East coupled with a stop-controlled intersection or roundabout at 500 East and 1100 South, versus simply signal at 500 East and 1100 South.

Third-Party Cost Reduction: Costs for relocating third-party utilities can often derail a much-needed project without proper planning. Our design will review power lines along the south leg of the intersection for solutions that avoid relocation of these lines. Of consideration for intersection layout avoidance are a steel pole and several smaller wood poles. Continuing the current approach of a variable width park strip will be used to mitigate the existing utility conflicts.

Environmental Clearances: We will approach environmental permitting through quick iterative vetting design options through environmental resource impacts. Final environmental permitting will accommodate the selected option with an eye to the future effects based on the future construction of the master plan.

Stakeholder Understanding: We will provide coordination with utilities and UPRR through vetting design options. We will also work with the City and provide you with needed information to keep business owners abreast of design developments and environmental resource permitting.

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

UNDERSTANDING AND SCOPE

300 WEST AND PACIFIC DRIVE

On the surface, 300 West and Pacific Drive appears to be a straightforward project. However, there are several areas, if not planned for accordingly, could cause difficulties with the project. Our team is assembled to address these areas adequately. Darren Eyre with CRS has worked daily with UPRR for many years on hundreds of projects. We will establish a proper pavement design using the city standard, matching existing or a recent design in the area. Our teams have vast experience with signal, intersection, and sidewalk designs to determine the appropriate design for this intersection.

Design Features: Our design will include a survey needed to identify existing ROW and catalog utilities in the area, lighting, drainage, signing and striping, curb and gutter, park strip design, and geotechnical considerations for the design of pavement sections. The design will also include sidewalk connectivity across the rail tracks, a signal warrant and signal design.

UPRR Coordination: Our railroad lead, Darren Eyre, will use his relationship with UPRR to develop trust by coordinating with UPRR about the project needs. UPRR currently has concerns regarding grade crossings throughout the country, often asking for concessions municipalities are not aware of for widening existing intersections for pedestrian access and additional roadway lanes. This project includes the former but not additional roadway lanes. We will work with UPRR to develop an agreement for the upgraded intersection and sidewalk connectivity. Our history with UPRR allows us to understand what is expected at each of their submittals, reducing the number of re-submittals familiar with designs crossing rail tracks, a signal warrant and signal design.

Signal Design: We will use our experience of intersection and signal design to develop a geometry that minimizes right-of-way needs associated with ADA-compliant pedestrian ramps and signal poles. We will review utility conflicts at the intersection to develop a plan for locating signal poles to reduce the need for relocating utilities.

Schedule Mitigation: We understand the UPRR timelines for each review and the requirements of each submittal. However, it is important to note for each review cycle, if we can eliminate re-submittals throughout the design, we will save 20 weeks. UPRR's standard reviews consist of 3 reviews that require 4 weeks and 1 review that requires 6 weeks. Following this, UPRR will issue a permit, which could take several weeks to 18 months. Our team will work with UPRR to quickly initiate reviews critical path of this project.

PROPOSED TEAM

JOHN BALE PE (CRS)
PROJECT MANAGER
CRAIG FRIANT PE (J-U-B)
QC
BEN WILLIAMS PE (CRS)
ROADWAY DESIGN LEAD
BEN ROOD PE, PG (CRS)
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MARTI HOGE (J-U-B)
ENVIRONMENTAL
VIJAY KORNALA PE, PTOE (J-U-B)
TRAFFIC LEAD

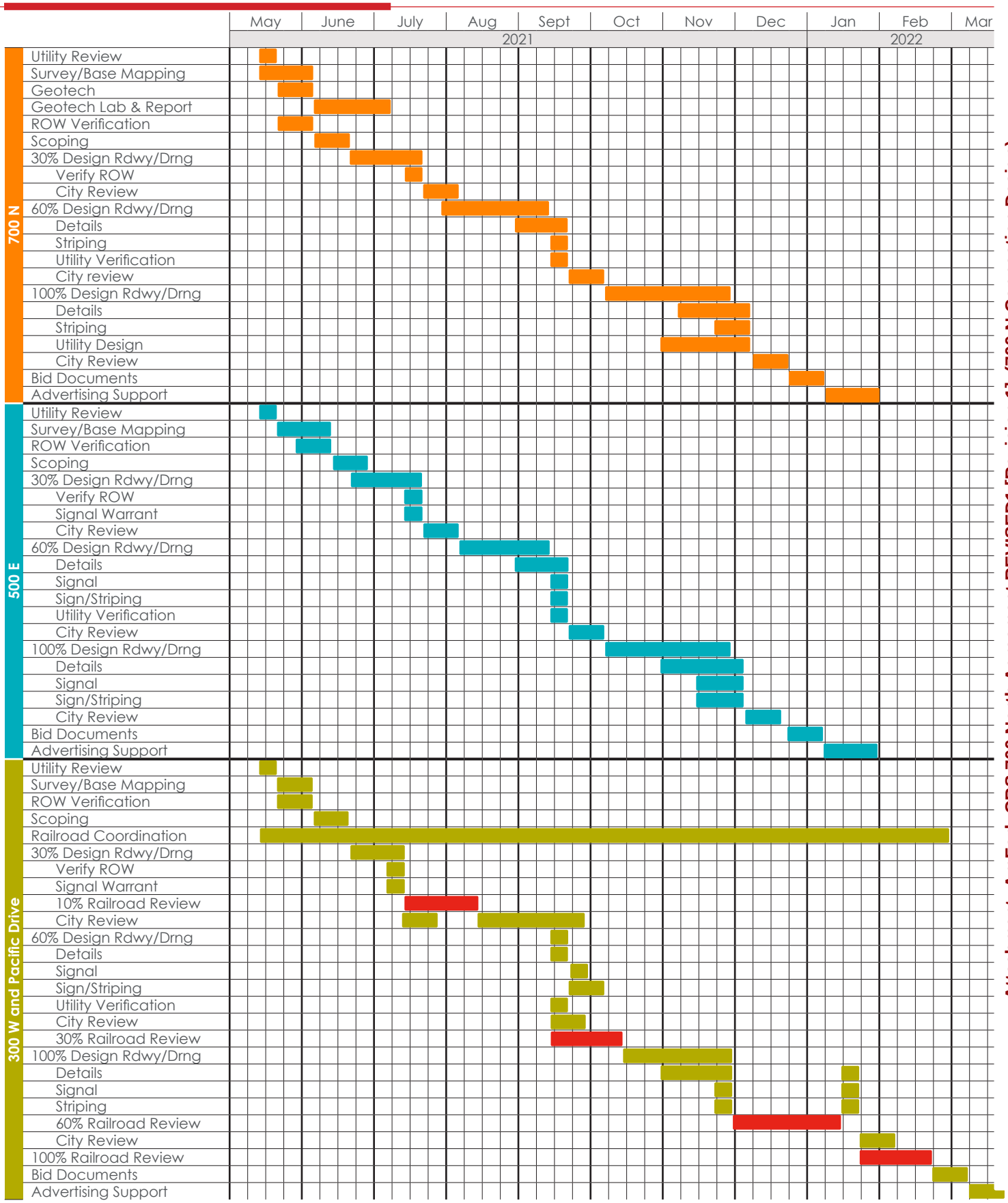






Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

PROJECT SCHEDULE



Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

700 N PROPOSED HOURS

Tasks	PROJECT MANAGER $205/HOUR	QC $193/HOUR	ROADWAY LEAD $135/HOUR	ROADWAY DESIGNER $110/HOUR	PAVEMENT EXPERT $220/HOUR	FIELD GEOLOGIST $115/HOUR	Drainage Lead $155/HOUR	DRAINAGE DESIGNER $110/HOUR	ROW DOC LEAD $145/HOUR	PLS SURVEY LEAD $145/HOUR	SURVEY CREW $150/HOUR	SURVEY TECH $100/HOUR	RR COORDINATION $175/HOUR	RR DESIGNER $145/HOUR	PTOE LEAD $200/HOUR	TRAFFIC ENGINEER $110/HOUR	700 N CONSULTANT $200/HOUR	ENVIRONMENTAL LEAD $150/HOUR	WETLAND SPECIALIST $130/HOUR	STAFF EIT $100/HOUR	CADD SUPPORT $105/HOUR	INTERN $80/HOUR	ADMINISTRATION $70/HOUR	COSTS
Kickoff Meeting	2	1	2				1								1		2	1						4	$2,058
Field Reconnaissance																									0
Railroad Coordination																									0
Environmental																		6	2						$1,160
Survey									14	8	24	12													$7,990
Geotechnical																									$6,000
Scoping/ Brainstorm (See Note 1)																									0
30% Design - Roadway		1	6	14																					$2,543
30% Design - Drainage							8	24																	$3,880
60% Design - Roadway		1	8	22																					$3,693
60% Design - Drainage							8	16																	$3,000
Sign and Stripe			6	20																					$3,010
Details			8	22			4	12																	$5,440
100% Design - Roadway		1	6	18																					$2,983
100% Design - Drainage							8	12																	$2,560
Sign and Stripe			6	20																					$3,010
Details			8	22			4	8																	$5,000
Utility Coordination			8																						$1,080
Estimate			4	12				4																	$2,300
Advertisement Package			7	12																					$2,265
Support During Bidding			8	11																					$2,290
Weekly Meetings 5 of 11 meetings	5		5				5								5		5								$4,475
Brainstorming Meeting	3	3	3	3			3								3		3	3							$4,044
Total Hours	10	7	85	176			41	76	14	8	24	12			9		10	10	2					4	**$68,781**

Assumptions:

1. To reduce construction costs, a brainstorming session is proposed as added value. The PM and all leads would attend.
2. Assume one bid/advertisement package for this project
3. Bid/advertisement package assumes one addendum, if combined or split (1 per package)
4. For each project we have assumed two ROW documents
5. At 700N the 18-inch storm drain in 100E will accommodate new flows from 700N
   a. Hydraulic design for upsizing the storm drain is not included
6. For 700N federal partial summaries are not required
7. No utility design will be required at 700N, our team will provide utility coordination for the relocating utilities, we have assumed eight hours
8. If assumptions are incorrect, our team will negotiate with the City to define additional scope and pricing to complete the work

Attachment: AmFork-CRS 700 North Agreement REVISED1 [Revision 1] (700 N Connection Design)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on selection of CRS Engineers to design the 300 W Pacific Drive Intersection Project

SUMMARY RECOMMENDATION Staff recommends approval of the selection of CRS Engineers for the design of the 300 W Pacific Drive Intersection Design Project.

BACKGROUND The 300 W Pacific Drive Intersection is an integral part of the City's transportation network. 300 W is one of the few roads that cross under the I-15 freeway. CRS ranked the highest in the staff review of consultants to design this signal. The agreement and proposal are included in the council packet.

BUDGET IMPACT Design for this project is included in the FY2021 budget.

SUGGESTED MOTION Mr. Mayor, I move to approve the selection of CRS Engineers for the design of the 300 W Pacific Drive Intersection Design Project as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

AmFork-CRS 300 West Agreement REVISED1 (PDF)

AGREEMENT FOR ENGINEERING SERVICES

300 West Pacific Drive - Engineering Services

This Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of May, 20 21 by and between CRS Consulting Engineers Incorporated with its principal place of business at 4246 S Riverboat Rd., Ste 200 SLC UT 84123 (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 multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

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

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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 the RFP and the approved proposal (See Attachments A and B respectively).

3. Compensation.

In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the RFP and the approved proposal (See Attachments A and B respectively).

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,

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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 the RFP, the RFP proposal, and agreed upon, 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

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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:

CRS Engineers
Att: John Bale
4246 S Riverboat Rd., Ste 200
SLC, UT 84123
Phone: (801) 359-5565
john.bale@crsengineers.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.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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 rulemaking, 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

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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]

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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

AMERICAN FORK CITY

David Bunker
City Administrator

Date: _____

CRS Consulting Engineers Incorporated

By: John Bale
Its: Vice President

Date: May 20, 2021

Attest:

_____
Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

AGREEMENT FOR ENGINEERING SERVICES
Attachment A -RFP

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

REQUEST FOR PROPOSALS

American Fork City

Engineering and Design Services

American Fork FY21-22 Transportation Projects

RFP # ST 2021002

Date of Issue: 03/29/2021

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

Department of Public Works
Engineering Division

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ATTACHMENT B – Project Limits 1100 S 500 E Intersection Improvements
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ATTACHMENT D – Agreement for Engineering Services
ATTACHMENT E – RFP Agreement
ATTACHMENT F – E-Verify Certification

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

I) INTRODUCTION

A) American Fork City Public Works, Engineering Division, "City" is soliciting proposals from qualified engineering firms "Proposer" to provide engineering, design, bidding, and construction management services for the American Fork FY21-22 Transportation Projects.

II) PROJECTED SCHEDULE FOR THE RFP PROCESS

A) The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Sciquest:

Activity	**Date**
Mandatory Pre-Proposal Conference	April 13, 2021 @10:00 AM via Zoom
Final Day to Submit Questions	April 15, 2021
Proposal Due Date	April 27, 2021 @ 3pm via email at sfullmer@americanfork.gov
Notice of Intent to Award	May 4, 2021
City Council Acceptance of Award	May 11, 2021
Anticipated Notice to Proceed	May 13, 2021

Pre-Proposal Conference Zoom Link:
https://us02web.zoom.us/j/88652644811?pwd=ZFRPeFVpcUxkZno2aFVvRnlocW8wdz09

III) DEADLINE FOR PROPOSAL SUBMISSION

A) Proposals will be accepted via email until 3:00 PM on April 27, 2021 at sfullmer@americanfork.gov. No proposals will be accepted after the closing date and time. Only those Proposers who attend the pre-proposal conference will be considered for award.

IV) BACKGROUND

A) The American Fork City (City) Public Works Department (Public Works) is responsible for the improvements of the roadway and utility system. The City has adopted roadway and utility master plans that includes an inventory of the existing facilities and a plan to increase capacity and maintain the existing system.

B) The purpose of this Request for Proposals is to procure professional engineering services for the City in designing roadway and municipal infrastructure improvements that are needed to serve the City's future needs according to the American Fork Master Plans. These master plans are available on the city's website and all respondents to this

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

RFP are encouraged to become familiar with the documents and ask questions as needed.

C) Several transportation projects in the Capital Improvement Plan for FY21-22 need design, bidding assistance, and construction management. These projects are:

1) AF FY22 Infrastructure Rehabilitation Project

(a) 300 N from 100 East to 300 East

(b) 850 East from 300 North to 575 North

(c) 1120 North from 100 East to 150 West

(d) Orchard Drive from 200 South to 400 South

2) 700 N Connection

3) 1100 S 500 E Intersection Design

4) 300 W Pacific Drive Intersection Design

D) These projects may be awarded to a single consultant or multiple consultants in any configuration as determined to be in the best interest of American Fork City.

V) SCOPE OF WORK AND TASKS TO BE COMPLETED

A) Complete engineering design, prepare construction drawings and contract documents, provide bidding assistance, and provide construction management for any or all of the following projects to include the following:

1) ***AF FY22 Infrastructure Rehabilitation Project***

(a) Assess pavement and subgrade health and produce pavement rehabilitation design.

(b) Design water main and lateral replacement for 300 N and 850 East (the Orchard Drive waterline replacement will be done with another project)

(c) Assess sidewalk and curb and gutter deficiencies and provide design for replacement as needed. Include tree removal where needed.

2) ***700 N Connection***

(a) Provide a complete, new roadway construction design including utilities, storm drainage and trail connection for the connection of 700 N from 100 E to 200 E as shown in the applicable master plan. This is a MAG funded project. Design and construction shall conform to all requirements of the funding. Attachment A shows the conceptual design of the roadway.

3) ***1100 S 500 E Intersection Design and (4) 300 W Pacific Drive Intersection Design***

(a) Project limits are shown in Attachments B and C respectively.

(b) Perform signal warrant analysis for each intersection.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

(c) Provide geometric design of intersections including, at a minimum, curb and gutter, parking strip (including all landscape design), sidewalk (or walking path as required by master plans), and all necessary underground utility upgrades within the project

(d) Utility coordination with all utilities affected by the design

(e) Evaluate existing intersection elevation and design to facilitate future paths, trails and for 1100 S 500 E, the future flyover of the railroad tracks.

(f) Include ATMS connection to UDOT system as part of the signal design (proposals should include information on possible ways to connect to the UDOT system).

(g) Coordinate with adjacent property owners their commercial and residential needs and incorporate into design. At a minimum, the design shall include right of way documentation, ROW acquisition, and coordination with city staff and property owners.

(h) Include analysis and design to address wetland mitigation and railroad coordination as necessary.

VI) PRICING/COSTS/FEES

A) Payment for these services will be as follows

1) Engineering services will be bid and paid for by time and materials with a total not to exceed price for this project.

VII) PROPOSAL FORMAT

A) All proposals shall be formatted according to the following specifications:

B) Content and Page Limit: Proposals shall include four labeled sections that will be used for evaluation: Project Team/Experience, Project Understanding and Scope, Project Schedule, and Proposed Pricing/Cost/Fees. Proposals text pages are limited to a maximum of eight (8) letter size pages. The cost pages may be one 11x17 per project if needed for readability. Cover letter and single page resumes per person are not included in the page count.

C) Submittal: Please submit an electronic version of your proposal in pdf format to sfullmer@americanfork.gov. Submit Proposed Pricing/Cost/Fees in a separate pdf file.

VIII) PROPOSAL SUBMISSION

A) By submitting a proposal to this RFP, Proposer understands and agrees to the following:

1) RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

2) Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

3) Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.

4) Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: commerce.utah.gov.

5) Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

6) Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.

7) Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall emailed to randrus@americanfork.gov.

8) Award: This project consists of four (4) distinct projects that may be awarded to one Proposer, four different proposers or any combination in between. The scope of work by any proposer will include only the awarded sections.

9) Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.

10) Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

11) Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.

12) Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

IX) EVALUATION AND SCORING CRITERIA

A) Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview. The purpose of the interview is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will generally be based on the following criteria and weights:

1) 25% Proposed Team. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects (one page per person resumes may be attached if desired). Include one recent project of similar scope that was completed by the Project Manager with contact information for a reference.

2) 40% Project Understanding and Scope. Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.

3) 20% Project Schedule. Provide a time schedule stating when the key tasks of your proposal would be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.

4) 15% Proposed Pricing/Costs/Fees. In separate file, provide personnel names, hourly rates, hours, and total costs associated with the tasks listed in Section VIII. Separate by project. Refer to Section IX for pricing requirements. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

X) WRITTEN AGREEMENT REQUIRED

A) Agreement: Successful proposers for this RFP shall enter into Agreement for Engineering Services (Attachment D) with American Fork City. Any and all work awarded as part of this RFP will be performed in accordance with this agreement.

XI) NOTICE TO PROPOSERS

B) GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

1) American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a "public record" under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.

C) EMPLOYEE STATUS VERIFICATION SYSTEM

1) Proposer agrees to provide the signed E-Verify Certification (Attachment F) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment F) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to so comply may result in the immediate termination of its contract with American Fork City.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

D) ETHICAL STANDARDS

1) Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

E) TERM OF AGREEMENT

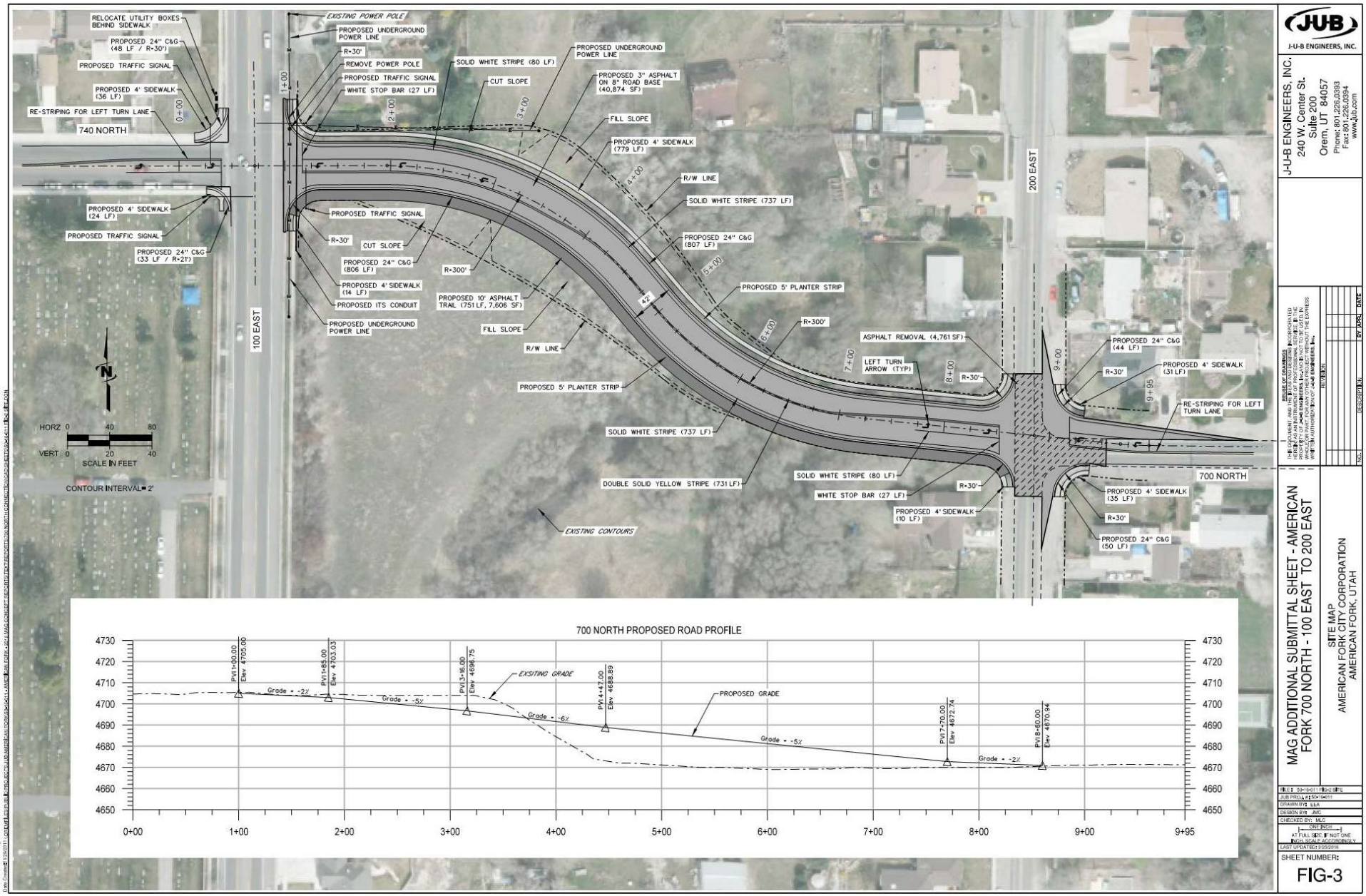
1) The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed.

F) PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION

1) Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held online via zoom at the date and time shown in the schedule.
2) Proposers are encouraged to submit their questions in writing before the preproposal meeting via Sciquest. Questions may be submitted through Sciquest until the deadline shown on the schedule. If the RFP needs to be modified or clarified, a written addendum will be issued. Verbal questions and answers outside of an addendum are not binding.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

Attachment A
Concept Plan for 700 N Connection



Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection

Attachment B

Project Limits, 1100 South 500 East Intersection Improvements



Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection

Attachment C

Project Limits, 300 W and Pacific Drive Intersection Improvements



Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection

Attachment D
AGREEMENT FOR ENGINEERING SERVICES

Engineering Services

This Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 20___ by and between _____, with its principal place of business at _____ (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 multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

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

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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 the RFP and the approved proposal (See Attachments A and B respectively).

3. Compensation.

In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the RFP and the approved proposal (See Attachments A and B respectively).

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,

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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 the RFP, the RFP proposal, and agreed upon, 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

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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:

_____
_____
_____
_____
_____

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.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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 rulemaking, 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

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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]

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

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

AMERICAN FORK CITY

_____
David Bunker
City Administrator

Date: _____

_____
By:
Its:

Date: _____

Attest:

_____
Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

Attachment E
Engineering Department
American Fork FY21-22
Transportation Projects

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3060

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:
Address:
Representative:
Title:
Phone: Fax:
Email address:
Insurer: Policy #: Coverage Amounts:
Phase I Price $_____Not to Exceed *Please attach supporting documentation*
Phase II Price $_____Not to Exceed *Please attach supporting documentation*
Phase III Price $_____Not to Exceed *Please attach supporting documentation*
Phase IV Price $_____Not to Exceed *Please attach supporting documentation*

Signature of authorized representative:

_____ Date:_____

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

Attachment F

American Fork Public Wo
275 East 200 No
American Fork, UT 840
801-763-30

American Fork City
Engineering Division
American Fork FY21-22
Transportation Projects

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this _____ day of _____, 202__, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number_____

_____
Proposer
(Name of sole ownership, corporation or partnership)

{AFFIX CORPORATE SEAL HERE}

_____
(Signature of Authorized Representative)

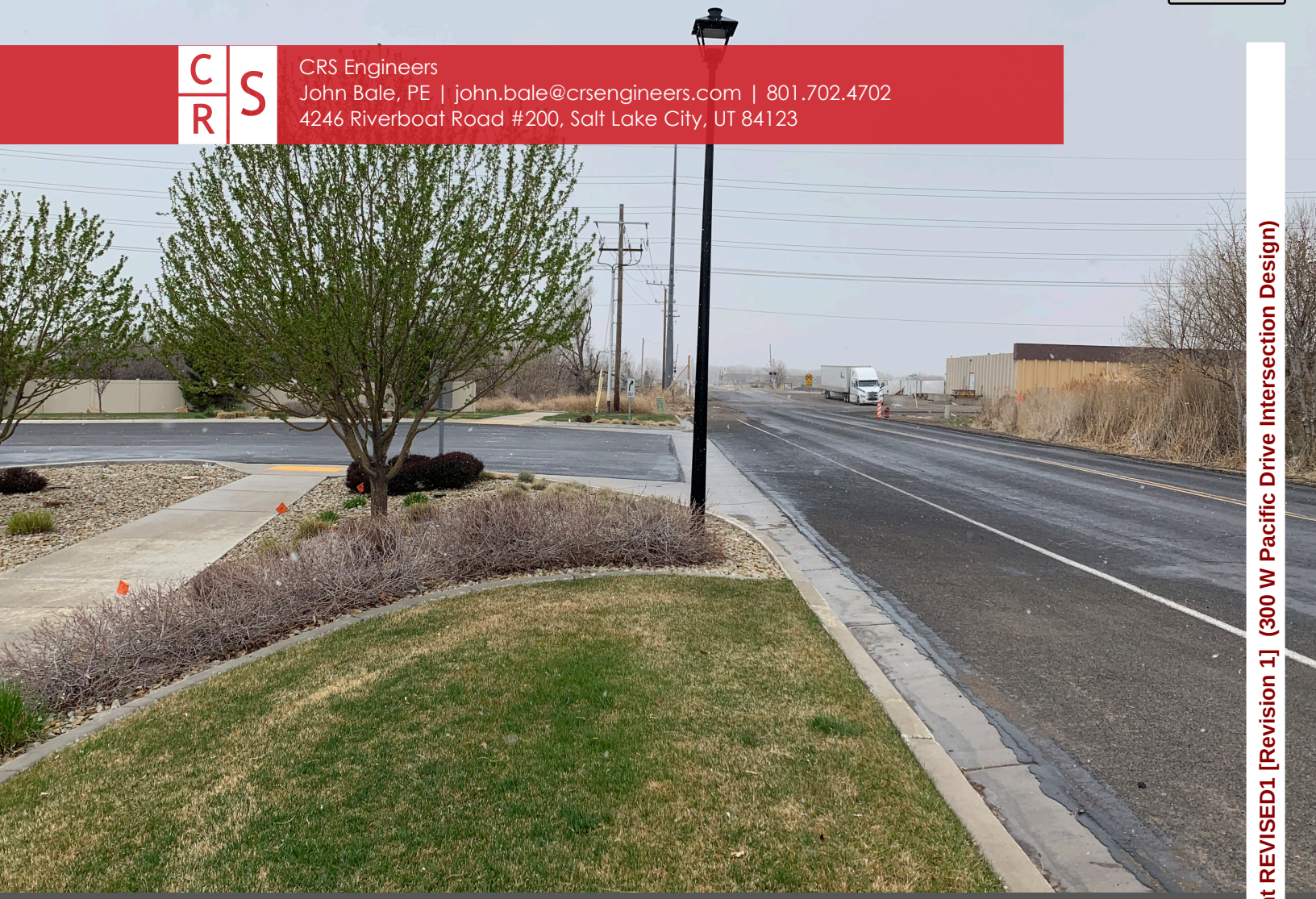
_____
Title

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

AGREEMENT FOR ENGINEERING SERVICES
Attachment B -Approved Proposal

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

CRS Engineers
John Bale, PE | john.bale@crsengineers.com | 801.702.4702
4246 Riverboat Road #200, Salt Lake City, UT 84123



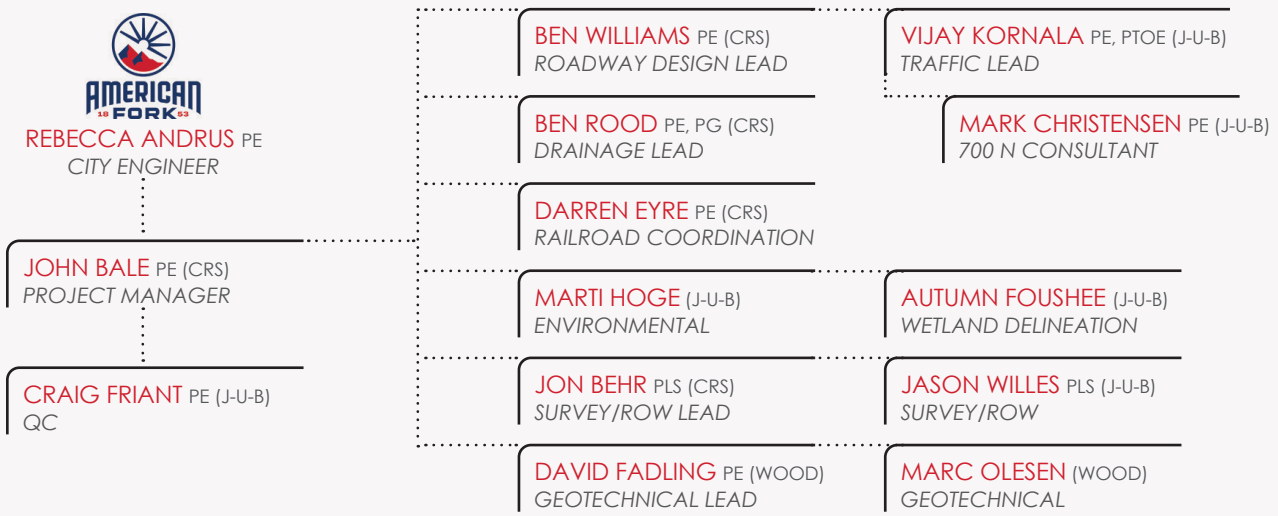
ENGINEERING AND DESIGN SERVICES
AMERICAN FORK FY21-22 TRANSPORTATION PROJECTS

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Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

ORGANIZATIONAL CHART



PROJECT TEAM



JOHN BALE PE | PROJECT MANAGER (CRS)

B.S. Civil Engineering University of Wyoming | UT #4835780-2202

John has over 30 years of experience as a Project Manager. He has lead transportation design projects that include signals, intersection improvements, round-abouts, and large roadway widening for cities and state DOT's. He fosters collaboration and strong communication.

RELEVANT PROJECT EXPERIENCE:

- Bluff Road; 550 West (on Gentile) to 1000 West PIN 14043 | Principal | UDOT
- UDOT Region 1 Signals | Principal | UDOT
- Uintah and 2500 | Principal | Peterson Development



CRAIG FRIANT PE | QC (J-U-B)

B.S. Civil Engineering; Utah State University | UT #343731-2202

Craig has over 22 years of experience in the design, management, and construction of private and public projects. His design experience includes roadways, highways, intersections, traffic studies, traffic signals, multi-use trails, storm drain systems, right-of-way acquisition documents, utility design and coordination, risk management, and project management.

RELEVANT PROJECT EXPERIENCE:

- 1100 North Street Reconstruction | Project Manager | Pleasant Grove City
- 1300 West Street Reconstruction | Project Manager | Pleasant Grove City
- 1500 South Phase 1-3 Reconstruction | Project Manager | Woods Cross City



BEN WILLIAMS PE | ROADWAY DESIGN LEAD (CRS)

B.S. Civil Engineering Utah State University | UT #5571257-2202

Ben is a design engineer for the CRS Transportation team. He has extensive experience in roadway design, utilities, right-of-way, and field engineering, including signal, municipal widening, intersection improvement, and greenfield transportation projects, allowing him to handle complex situations.

Relevant Project Experience:

- 820 North Railroad Pedestrian Crossing | Designer | UDOT
- Bluff Road; 550 West (on Gentile) to 1000 West PIN 14043 | Roadway Design | UDOT
- Pony Express Parkway; Redwood Road to Porters Crossing | Lead Roadway Designer | Eagle Mountain
- Eagle Mountain Signal Design at Pony Express | Project Engineer | Eagle Mountain

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

PROJECT TEAM



BEN ROOD PE, PG | DRAINAGE LEAD (CRS)

B.S. Civil Engineering; Utah State | UT #8846769-2202

Ben leads and manages the Surface Water Department for CRS Engineers. His expertise in surface-wat disciplines includes hydraulic modeling, hydrology, flood hazard mapping, FEMA letter of map change steady and unsteady modeling using 1D and 2D methods, hydraulic structure, and scour analysis.

RELEVANT PROJECT EXPERIENCE:

- Foothill Boulevard | Project Manager | Saratoga Springs
- SR-134 Drainage Master Plan 3.8 to 4.8 | Project Manager | Weber County
- I-15 Point of the Mountain Design-Build | Drainage Engineer | Draper/UDOT



DARREN EYRE PE | RAILROAD COORDINATION (CRS)

B.S. Civil Engineering; Utah State University | UT #5148625-2202

Darren specializes in transit and railway infrastructure design and permitting. He communicates with railroad employees and serves as a group leader on AREMA's yards and terminals committee, which helps him maneuver a railroad's permitting and approval process.

RELEVANT PROJECT EXPERIENCE:

- SR-16 Railroad Crossing | Railroad Manager | Muskogee, OK
- Mapleton Slant Road | Principal | Mapleton
- UPRR Ogden Survey | Sr. Project Manager | Ogden



MARTI HOGE | ROADWAY DESIGN LEAD (J-U-B)

M.A. Environmental Politics & Policy, Colorado State University; B.S, Anthropology, University of Utah

Marti has 14 years experience in environmental planning, NEPA compliance, and permitting for a diverse set of projects. Marti specializes in multi-agency coordination and has successfully led dozens of large-scale federally-funded environmental projects for municipalities, water conservancy districts, irrigation companies, and other local government clients.

RELEVANT PROJECT EXPERIENCE:

- 1300 North and 2000 West Intersection Improvement Project, Clinton, UT | 2019—2020
- Center Street Roadway Improvement Project, North Salt Lake, UT | 2020
- 9270 South Realignment Project, Sandy, UT | 2018-2019



JON BEHR PLS | SURVEY/ROW LEAD (CRS)

B.S. Civil Engineering; Utah State University | UT #290669-2201

Jon oversees field and office operations for CRS' survey team, including coordination of field crew assignments, survey computations and platting for GPS, field surveys for road alignments, rights-of-way boundaries, subdivisions, site layouts, construction stakeout, and easements.

RELEVANT PROJECT EXPERIENCE:

- MVC Design Build (4100 South to SR-201 Segment) | Sr. Professional Land Surveyor | UDOT
- WWPS Gravity Sewer | Survey Lead | Granger-Hunter Improvement District
- 3300 South to SLC Airport Surplus Levee | Survey Lead | Salt Lake County



DAVID FADLING PE | GEOTECHNICAL LEAD (WOOD)

M.S. Civil Engineering: University of Colorado | UT #349987-2202

David has 29 years of experience in mining, transportation, infrastructure, and oil and gas pipeline projects including three years as UDOT geotech. He collaborates with design team members to develop practical solutions to challenging geotechnical aspects of transportation projects.

Relevant Project Experience:

- Daybreak Communities Development | Geotech Engineer | South Jordan
- 11400 South, Bangerter Highway to State Street | Lead Geotech Engineer | South Jordan
- SR-193 Extension, 2000 West to State Street | Lead Geotech Engineer | Weber County

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

PROJECT EXPERIENCE



BLUFF STREET

Client: UDOT | 2018

Improved traffic mobility and safety near Gentile Street/Bluff Road intersection utilizing a single-lane roundabout. Resolved public concerns regarding mobility and pedestrian safety by mediating public meetings, providing clear visuals, and conveying City goals via strategic communication plan. Design included extension and widening of roadway, grant funding assistance, right-of-way surveying, preparation of right-of-way documents, utility relocation, irrigation coordination and relocation, lighting, striping, landscaping, and a gateway sign into Syracuse City.

RELEVANT COMPONENTS:

- Intersection Improvements
- Lighting
- Roadway Widening
- Drainage
- Irrigation Coordination
- Sign and Stripe

UDOT REGION 1 SIGNALS

Client: UDOT | 2019

Within three months, CRS provided design for three signals in Region 1 for UDOT. Our signal design included new signals, replacement of standard signals, and a Hawk signal. Safety concerns were increasing at a marked school crossing on 30th St (SR-79) and Quincy Avenue in Ogden, UT. The north leg of the intersection entered the elementary school's parking lot, creating a conflict between vehicles, student drop off, and students walking to school. The crosswalk presence needed to be increased by adding rectangular rapid-flashing beacon (RRFB) lights, replacing ADA ramps, and updating striping. Two additional signals were completed in Ogden 29th St and Washington, and in Brigham City at SR-13 and 700 North CRS designed a crosswalk and signal.

RELEVANT COMPONENTS:

- Signal Design
- Survey
- Turn Radii Verification
- RRFB Design
- ADA Ramp Verification

WEST JORDAN LOOP ROAD

Client: City of Saratoga Springs | Year

In the summer of 2020, CRS supported Saratoga Springs in obtaining $1.5 million in funding in less than a month to design and construct mitigation efforts for the Knolls Fire mitigation effort. Including the evaluation of 7 drainages, which all drain into active alluvial fan areas. We identified weak points in the various channels and designed channel improvements, protection structures, and a significant public involvement effort to coordinate with residents.

RELEVANT COMPONENTS:

- Rapid Response
- FEMA Pre-Disaster Mitigation Grant
- NRCS EWP Funding
- Low Impact Design
- Use of Existing Studies
- Coordination with Mayor, Cit Engineer, Residents, State, ar Federal Agencies

UINTAH AND 2500

Client: Peterson Development | Year

Development was proposed in a FEMA Zone A floodplain that required a conditional letter of map revision (CLOMR) approval from FEMA. Our team also obtained a joint permit from USACE Section 404 and Utah Stream Alteration. CRS provided a survey of the existing channel and structures along 1-mile of the flow channel to develop the hydrologic and hydraulic analysis to supported the CLOMR. CRS improved the accuracy of the floodplain and upgraded it to a detailed Zone AE floodplain.

RELEVANT COMPONENTS:

- FEMA Structure Survey
- FEMA Culvert Survey
- Cross Section Survey
- CLOMR, USACE 404 Permit
- Stream Alteration Permit
- Hydrology and Hydraulics
- Floodplain Mapping

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

PROJECT EXPERIENCE

700 NORTH PRELIMINARY STUDY

Client: American Fork City | 2016

The American Fork 700 Concept Report was prepared for submittal to Mountainland Association of Governments to obtain funding for the project. The concept report included a horizontal and vertical alignment design, intersection improvements designs, conceptual traffic signal design at 100 East, and a cost estimate.

RELEVANT COMPONENTS:
- Environmental Scan
- Roadway Design
- Traffic Signal Design
- Intersection Design
- Cost Estimating

HOYTSVILLE BRIDGE REPLACEMENT, UDOT REGION 2

Client: UDOT| 2018

J-U-B prepared the environmental documentation, biological survey, and wetland delineation to replace the Hoytsville bridge. The bridge structure is located over the historic rail trail. J-U-B consulted with the Utah State Parks Department and Summit County to evaluate and mitigate the impacts of this popular multi-use trail. J-U-B's wetland specialist prepared a water resource assessment to assess the proposed project improvements to the Weber River and the associated riverine corridor, located directly adjacent to the project area.

RELEVANT COMPONENTS:
- Environmental Documentatic
- Wetland Delineation

300 WEST: US-89 BUTTERCUP BLVD

Client: Garden City | 2018

A new roadway connection between US-89 and Buttercup Blvd was needed, with J-U-B providing the design and managing the construction. The project included large radius back-to-back curves to meet industry standards while minimizing impacts. J-U-B's environmental services group prepared the environmental evaluation for the proposed project, including a wetland delineation, water resources assessment, a biological resource survey, and oversaw the cultural resource survey completion. The wetland delineation required coordination with the UDOT Region 1 Landscape Architects and the USACE. J-U-B prepared environmental evaluation, wetland delineation, water resource assessment and biological survey.

RELEVANT COMPONENTS:
- Roadway Design for Semi-rur area
- Wetland Delineation and Mitigation
- Construction Engineering Management
- Drainage
- Utilities
- Cultural Resource Survey
- State Funding
- Adherence to standard desig and guidelines

PETERSON DEVELOPMENT MILLCREEK CLOMR

Client: Peterson Development | Year

Development was proposed in a FEMA Zone A floodplain that required a conditional letter of map revision (CLOMR) approval from FEMA. Our team also obtained a joint permit from USACE Section 404 and Utah Stream Alteration. CRS provided survey of the existing channel and structures along 1-mile of the flow channel to develop the hydrologic and hydraulic analysis to supported the CLOMR. CRS improved the accuracy of the floodplain and upgraded it to a detailed Zone AE floodplain.

RELEVANT COMPONENTS:
- FEMA Structure Survey
- FEMA Culvert Survey
- Cross Section Survey
- CLOMR, USACE 404 Permit
- Stream Alteration Permit
- Hydrology and Hydraulics
- Floodplain Mapping

KNOLLS FIRE DEBRIS HAZARD MITIGATION

Client: City of Saratoga Springs | Year

In the summer of 2020, CRS supported Saratoga Springs in obtaining $1.5 million in funding in less than a month to design and construct mitigation efforts for the Knolls Fire mitigation effort. Including the evaluation of 7 drainages, which all drain into active alluvial fan areas. We identified weak points in the various channels and designed channel improvements, protection structures, and a significant public involvement effort to coordinate with residents.

RELEVANT COMPONENTS:
- Rapid Response
- FEMA Pre-Disaster Mitigation Grant
- NRCS EWP funding
- Low Impact Design
- Use of Existing Studies
- Coordination with Mayor, Cit Engineer, Residents, State, ar Federal Agencies

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

UNDERSTANDING AND SCOPE

TEAM

CRS Engineers has teamed with two local consultants to cover all aspects of the project with cost-effective skills and expertise. CRS and J-U-B Engineers, Inc. (J-U-B) are full-service civil engineering companies with design, survey, and ROW capabilities. Wood brings many of those same capabilities and geotechnical and pavement design expertise to the tear Our firms have known and worked with each other on projects along the Wasatch front for years.

APPROACH

A brainstorming session with the City and our team leads, proposed as value added, is to be held at kickoff to establish alternatives and design approaches for the three projects. Having the brainstorming session will streamline the process ar help reduce construction costs for the projects. Workshop attendees include:

> **John Bale** and **Craig Friant**, who each have 20+ years of experience delivering projects along Wasatch Front: **Mark Christensen**, who led the preliminary 700 North design for the RFP; **Ben Williams**, who worked on an alternative roundabout option for the same roadway; and support from **Vijay Kornala, Ben Rood, Marti Hoge,** and **Jon Behr**.

The brainstorming session provides collaboration to quickly evaluate technical ideas of signals versus roundabouts, relocating utilities versus design deviations, different profiles versus cut and fill needs, or forward compatibility constraints. We will have the ability to assess design and construction cost implications of various ideas to allow the City and our tean to settle on preferred design alternatives. The period of the project before we progress 30 percent of designs is considere the scoping phase. We have included this as a value added scope and approach to the project in our pricing.

700 NORTH APPROACH

Our team is highly experienced with the 700 North roadway extension project. J-U-B performed the preliminary design presented in the RFP, and CRS developed a roundabout intersection option at the 200 East intersection. With these two alignments already generated, we will quickly vet a design alternative that solves the traffic needs while minimizing conflicts associated with utilities and right-of-way. Our solutions have already considered the trail system that American Fork's master plan shows.

700 North includes MAG funding and therefore has some specific design parameters required to satisfy the funding. Our team is prepared to meet those needs.

Design Features: Our design will include a plan and profile of the new section of 700 North between 100 East and 200 East. We will provide a survey to identify cut and fill needs, identify existing ROW, and catalog utilities in the area, including the irrigation canal near 100 East. The design will include lighting, drainage, signing and striping, geotechnical considerations for fill, settlement, and design of pavement sections. The roadway alignment and profile will consider the trail connection.

Constraints: Our design will evaluate the best way to accommodate a turn lane at 100 East. Currently, there are constraints both north and south of 740 North. The existing cemetery makes widening to the south prohibitive and the telecom boxes immediately north of the intersection create a difficulty widening to the north. The current width of the roadway will accommodate a turn lane requiring minor adjustments to the radii for turning movements with a potential to slightly relocate the telecom boxes. Our design will focus on this option and use striping to accommodate the needed turn lane.

Constraints at 200 East consist of making the connection at 200 East between two existing houses with a powerline crossing the intersection and a power pole at the southwest corner and near the southeast corner. Our design will optimize this intersection while minimizing conflicts with utilities. We will provide the City with information to present to homeowners. We will coordinate with the power company to adjust the location of power as needed to accommodate the selected alternative.

As we develop the roadway profile, we will consider that this project will be an import project for fill and develop an alignment that optimizes/minimizes the use of import fill. We will further evaluate additional cuts toward the west to reduce the need for fill along the east. We will also consider a trail crossing under the roadway to avoid pedestrian/vehicle interactions.

Our drainage design will accommodate drainage along the extension to tie into drainage along 200 East. The project currently ties to an 18-inch line that upsizes further south in 200 East to a 30-inch. We will accommodate the existing canal at 100 East and 700 North across the intersection. Currently, the canal is piped both north and south of the intersection a few hundred feet. Culvert sizing will review sizes of those pipes as well as irrigation company requirements.

PROPOSED TEAM

JOHN BALE PE (CRS)
PROJECT MANAGER
CRAIG FRIANT PE (J-U-B)
QC
BEN WILLIAMS PE (CRS)
ROADWAY DESIGN LEAD
BEN ROOD PE, PG (CRS)
DRAINAGE LEAD
JON BEHR PLS (CRS)
SURVEY/ROW LEAD
VIJAY KORNALA PE, PTOE (J-U-B)
TRAFFIC LEAD
MARK CHRISTENSEN PE (J-U-B)
700 N CONSULTANT
MARTI HOGE (J-U-B)
ENVIRONMENTAL

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

UNDERSTANDING AND SCOPE

500 EAST APPROACH

The 500 East and 1100 South intersection design will eventually become a key traffic thruput intersection for American Fork. As the Master Plan is fully implemented, the future flyover will provide access from I-15 to the west side of the rail tracks without disruption.

The project has several unique features that our team will focus on to provide American Fork City the best value for this first step project. Each area of our focus is discussed in more detail.

Our approach will focus on:

- Forward compatibility: the design will accommodate future plans for the rail flyover, active transportation routes, and drainage.
- Thruput: the design will focus on alternatives for best thruput now and best thruput when the flyover is implemented.
- Third-party cost reduction: the design will consider third party utility's and how to reduce large costs associated with the relocation of these features.
- Environmental clearances: we will focus on this early in the process allowing design alternatives to be vetted promptly.
- Stakeholder understanding: we will work with the City to identify any design aspects that would benefit stakeholder outreach.

Design Features: Our design will provide the following scope, design 500 East from Auto Mall Drive (1000 East) through the 100 South intersection, design 1100 South to accommodate turning movements at 500 East. We will perform a warrant study and signal design for 500 East and 1100 South intersection and develop a drainage design to accommodate drainage which currently crosses the intersection from north to south, and the drainage from the phragmites infested area in the northeast corner of the intersection. This area drains presently diagonally across the road to the southwest, where it confluences with the drainage. Our work will include:

- Survey
- Final pavement sections
- ROW documents
- Lighting design at the intersection
- Signage and striping needs
- Active transportation design through the intersection
- Providing third-party utility coordination and design

Forward Compatibility: One key aspect of forward compatibility is eliminating "tear-out" as future work is executed. Our approach will focus on developing an alignment that will accommodate the need for the south leg of the intersection to climb to the future rail flyover crossing eventually. Our initial assessment of the intersection is that grade adjustments should be avoided for this phase to avoid railroad reviews. Current drainage under the intersection will be accommodated by adjusting the diagonal pipe invert elevation. Currently, this culvert that drains from the northeast to southwest is exposed in the intersection grade.

PROPOSED TEAM

JOHN BALE PE (CRS)
PROJECT MANAGER
CRAIG FRIANT PE (J-U-B)
QC
BEN WILLIAMS PE (CRS)
ROADWAY DESIGN LEAD
BEN ROOD PE, PG (CRS)
DRAINAGE LEAD
JON BEHR PLS (CRS)
SURVEY/ROW LEAD
MARTI HOGE (J-U-B)
ENVIRONMENTAL
VIJAY KORNALA PE, PTOE (J-U-B)
TRAFFIC LEAD
AUTUMN FOUSHEE (J-U-B)
WETLAND DELINEATION
JASON WILLES PLS (J-U-B)
SURVEY/ROW

An essential aspect of this project will be to avoid impacts to the railroad crossing approximately 250-feet west of the intersection to avoid the need to include UPRR in design reviews which can add significant time to the project. Because the proposed signal is more than 250-feet from the closest track, interconnecting the signal to UPRR is not required and avoiding profile changes will allow us to avoid engaging UPRR in this project.

Thruput: Each of our teaming partners has experience designing roundabouts and signals. CRS has completed over five roundabouts and more than 10 signals in the last few years. Vijay will use his vast traffic study background to vet potential thruput options. He will also oversee the warrant analysis during our evaluation of alternatives for thruput optimization. We will look at using the new signal at Automall Dr. to manage traffic through a signal at 650 East coupled with a stop-controlled intersection or roundabout at 500 East and 1100 South, versus simply signal at 500 East and 1100 South.

Third-Party Cost Reduction: Costs for relocating third-party utilities can often derail a much-needed project without proper planning. Our design will review power lines along the south leg of the intersection for solutions that avoid relocation of these lines. Of consideration for intersection layout avoidance are a steel pole and several smaller wood poles. Continuing the current approach of a variable width park strip will be used to mitigate the existing utility conflicts.

Environmental Clearances: We will approach environmental permitting through quick iterative vetting design options through environmental resource impacts. Final environmental permitting will accommodate the selected option with an eye to the future effects based on the future construction of the master plan.

Stakeholder Understanding: We will provide coordination with utilities and UPRR through vetting design options. We will also work with the City and provide you with needed information to keep business owners abreast of design developments and environmental resource permitting.

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

UNDERSTANDING AND SCOPE

300 WEST AND PACIFIC DRIVE

On the surface, 300 West and Pacific Drive appears to be a straightforward project. However, there are several areas, if not planned for accordingly, could cause difficulties with the project. Our team is assembled to address these areas adequately. Darren Eyre with CRS has worked daily with UPRR for many years on hundreds of projects. We will establish a proper pavement design using the city standard, matching existing or a recent design in the area. Our teams have vast experience with signal, intersection, and sidewalk designs to determine the appropriate design for this intersection.

Design Features: Our design will include a survey needed to identify existing ROW and catalog utilities in the area, lighting, drainage, signing and striping, curb and gutter, park strip design, and geotechnical considerations for the design of pavement sections. The design will also include sidewalk connectivity across the rail tracks, a signal warrant and signal design.

UPRR Coordination: Our railroad lead, Darren Eyre, will use his relationship with UPRR to develop trust by coordinating with UPRR about the project needs. UPRR currently has concerns regarding grade crossings throughout the country, often asking for concessions municipalities are not aware of for widening existing intersections for pedestrian access and additional roadway lanes. This project includes the former but not additional roadway lanes. We will work with UPRR to develop an agreement for the upgraded intersection and sidewalk connectivity. Our history with UPRR allows us to understand what is expected at each of their submittals, reducing the number of re-submittals familiar with designs crossing rail tracks, a signal warrant and signal design.

Signal Design: We will use our experience of intersection and signal design to develop a geometry that minimizes right-of-way needs associated with ADA-compliant pedestrian ramps and signal poles. We will review utility conflicts at the intersection to develop a plan for locating signal poles to reduce the need for relocating utilities.

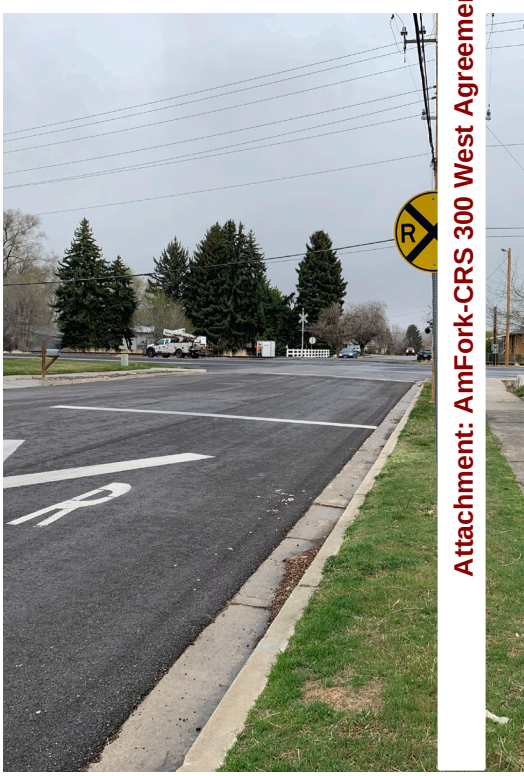
Schedule Mitigation: We understand the UPRR timelines for each review and the requirements of each submittal. However, it is important to note for each review cycle, if we can eliminate re-submittals throughout the design, we will save 20 weeks. UPRR's standard reviews consist of 3 reviews that require 4 weeks and 1 review that requires 6 weeks. Following this, UPRR will issue a permit, which could take several weeks to 18 months. Our team will work with UPRR to quickly initiate reviews critical path of this project.

PROPOSED TEAM

JOHN BALE PE (CRS)
PROJECT MANAGER
CRAIG FRIANT PE (J-U-B)
QC
BEN WILLIAMS PE (CRS)
ROADWAY DESIGN LEAD
BEN ROOD PE, PG (CRS)
DRAINAGE LEAD
JON BEHR PLS (CRS)
SURVEY/ROW LEAD
DARREN EYRE PE (CRS)
RAILROAD COORDINATION
MARTI HOGE (J-U-B)
ENVIRONMENTAL
VIJAY KORNALA PE, PTOE (J-U-B)
TRAFFIC LEAD

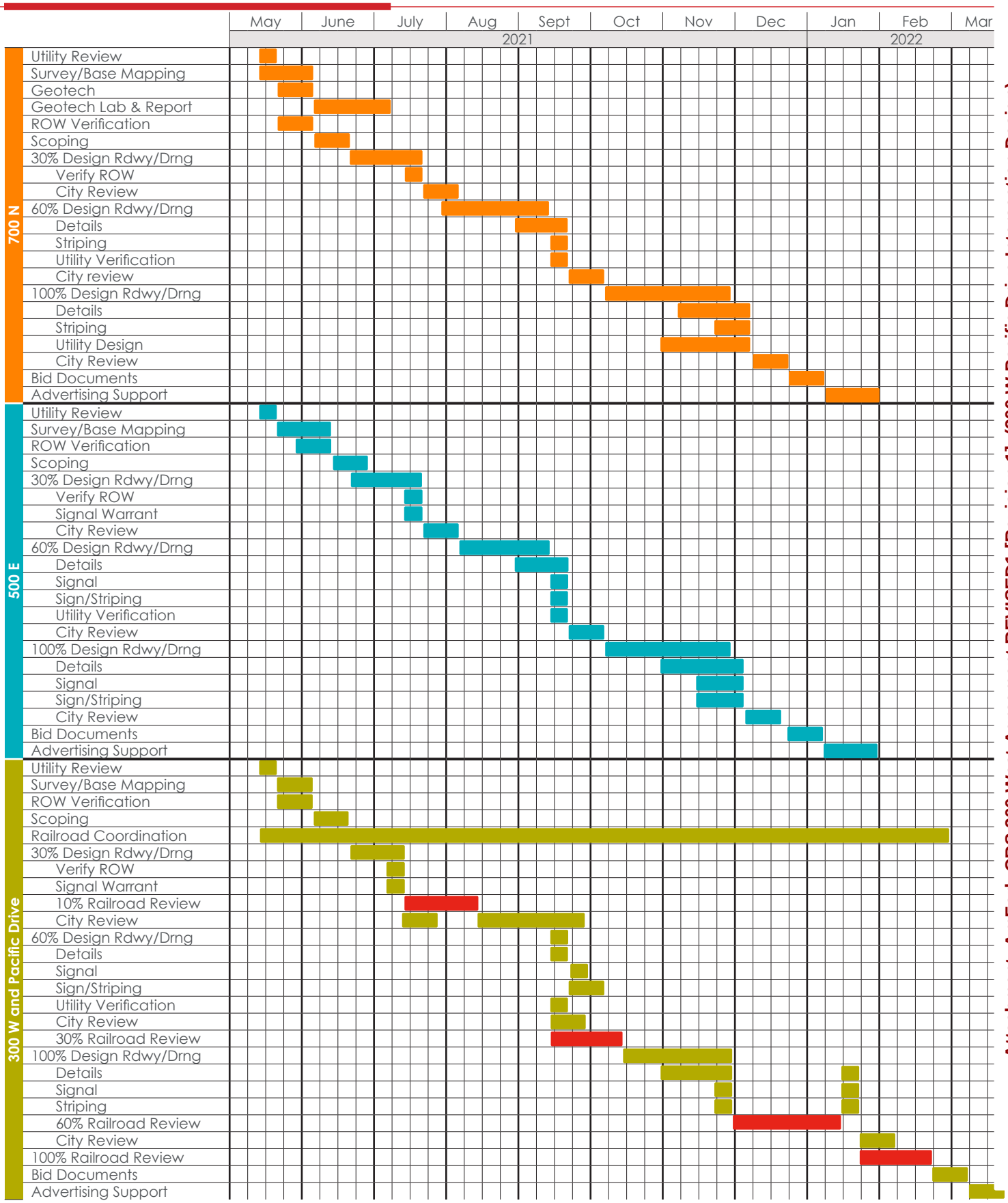






Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

PROJECT SCHEDULE



Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

300 W PROPOSED HOURS

	PROJECT MANAGER $205/HOUR	QC $193/HOUR	ROADWAY LEAD $135/HOUR	ROADWAY DESIGNER $110/HOUR	PAVEMENT EXPERT $220/HOUR	FIELD GEOLOGIST $115/HOUR	Drainage Lead $155/HOUR	DRAINAGE DESIGNER $110/HOUR	ROW DOC LEAD $145/HOUR	PLS SURVEY LEAD $145/HOUR	SURVEY CREW $150/HOUR	SURVEY TECH $100/HOUR	RR COORDINATION $175/HOUR	RR DESIGNER $145/HOUR	PTOE LEAD $200/HOUR	TRAFFIC ENGINEER $110/HOUR	700 N CONSULTANT $200/HOUR	ENVIRONMENTAL LEAD $150/HOUR	WETLAND SPECIALIST $130/HOUR	STAFF EIT $100/HOUR	CADD SUPPORT $105/HOUR	INTERN $80/HOUR	ADMINISTRATION $70/HOUR	COSTS
Tasks																								
Kickoff Meeting	1	1	1				1								1			1					1	$1,108
Field Reconnaissance																								$0
Railroad Coordination													8											$1,400
Environmental																		4						$600
Survey									14	8	24	12												$7,990
Geotechnical																								0
Scoping/ Brainstorm (See Note 1)																								0
30% Design - Roadway		1	3	10																				$1,698
30% Design - Drainage							4	12																$1,940
60% Design - Roadway		1	4	10																				$1,833
60% Design - Drainage							8	16																$3,000
Sign and Stripe			3	5																				$955
Details			4	10			4	4																$2,700
100% Design - Roadway		1	3	9																				$1,588
100% Design - Drainage							4	16																$2,380
Sign and Stripe			3	10																				$1,505
Details			4	10			2	12																$3,270
Utility Coordination			2	6				4																$540
Estimate			2																		8			$1,100
Signal Warrant				6											2	60								$1,460
Signal Design	1	2	16																					$9,751
Advertisement Package			7	12																				$2,265
Support During Bidding			8	11																				$2,290
Weekly Meetings 6 of 11 Meetings	6		6				6								6		6							$5,370
Brainstorming Meeting	3	3	3	3			3								3		3	3						$4,044
Subtotal Hours	11	9	69	103			32	64	14	8	24	12	8		12	60	9	8		8			1	**$58,787**

Assumptions:

1. To reduce construction costs, a brainstorming session is proposed as added value. The PM and all leads would attend.
2. Assume 1 bid/advertisement package for This project.
3. Bid/advertisement package assumes 1 addendum, if combined or split (1 per package)
4. For signal design, available standards will be used
5. For each project we have assumed two ROW documents
6. No geotechnical investigation will be performed at 300W and Pacific Drive based on:
   a. Pavement section will be matched in widening areas
7. At 300 W and Pacific Drive:
   a. The 18-inch storm drain pipe north of Pacific Drive will accommodate new flows from impervious area north of the rail tracks
   b. Drainage south of the rail tracks will continue to enter the rail ROW, no new drainage will be designed to connect across Pacific Drive to the 18" storm drain draining south along 300W
   c. No utility design will be required for 300 W and Pacific. 4 hours is assumed
8. We have assumed the shortest durations for the four required UPRR reviews (4,4,6, and 4 weeks) respectively. We have assumed UPRR will allow comments to be addressed during the next review. Resubmittals will require additional coordination time. We have assumed that the UPRR agreement will be concurrent with the last review. Agreements can take up to 18-months
9. If assumptions are incorrect, our team will negotiate with the City to define additional scope and pricing to complete the work

Attachment: AmFork-CRS 300 West Agreement REVISED1 [Revision 1] (300 W Pacific Drive Intersection Design)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 25, 2021

Department Public Works **Director Approval** *Scott Sensanbaugher*

AGENDA ITEM Review and action on selection of Civil Science Engineers to design the 1100 S 500 E Intersection Project

SUMMARY RECOMMENDATION Staff recommends approval of the selection of Civil Science Engineers for the design of the 1100 S 500 E Intersection Design Project.

BACKGROUND The 1100 S 500 E intersection is part of the economic development for the surrounding area. Funding for the improvements was obtained from developers, and the City is to design the intersection. Staff sent out a Request for Proposals, and Civil Science's proposal ranked the highest in the staff review of consultants to design this intersection. The agreement and proposal are included in the council packet.

BUDGET IMPACT Design for this project is included in the FY2021 budget.

SUGGESTED MOTION Mr. Mayor, I move to approve the selection of Civil Science Engineers for the design of the 1100 S 500 E Intersection Design Project as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

Civil Science Agreement (PDF)

AGREEMENT FOR ENGINEERING SERVICES

Engineering Services

This Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of May, 2021 by and between *Civil Science Infrastructure, Inc*., with its principal place of business at 3160 E. Clubhouse Drive, Lehi, Utah (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 multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

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

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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 the RFP.

3. Compensation.

In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the RFP and the approved proposal as part of the RFP.

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,

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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 the RFP, the RFP proposal, and agreed upon, 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

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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:

Civil Science Infrastructure, Inc.
Attn: Jay Meacham
3160 W. Clubhouse Dr.
Lehi, Utah 84043
801-768-7200 x133
jmeacham@civilscience.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.

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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.

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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 rulemaking, 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

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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]

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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

AMERICAN FORK CITY

_____
David Bunker
City Administrator

Date: _____

Civil Science Infrastructure, Inc.

2021.05.19 14:59:58 -06'00'

_____
By: Andy Kitchen
Its: Vice President

Date: _____

Attest:

_____
Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Attachment A
Engineering Department
American Fork FY21-22
Transportation Projects

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3060

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name: Civil Science Infrastructure, Inc.
Address: 3160 W Clubhouse Drive, Suite E
Lehi, Utah
Representative: Jay Meacham
Title: Project Manager
Phone: 801-768-7200 x133 Fax: 801-768-7201
Email address: jmeacham@civilscience.com
Insurer: Travelers/XL Policy #: See Attached Coverage Amounts: See attached
1100 S 500 E Price $_78,503.00_____Not to Exceed *Please attach supporting documentation*

Signature of authorized representative:

2021.05.19 15:01:02 -06'00'

Date:_____

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

ACORD

CIVIENG-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
American Insurance & Investment Corp.
448 South 400 East
Salt Lake City, UT 84111

CONTACT NAME: Ashley Gallaher
PHONE (A/C, No, Ext): (801) 364-3434 645
FAX (A/C, No): (801) 355-5234
E-MAIL ADDRESS: Ashley.Gallaher@american-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop Cas Co of America	25674
INSURER B : Travelers Ind Co of America	25666
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Civil Science Infrastructure, Inc.
3160 West Clubhouse Drive
Lehi, UT 84043

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6809H706597	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 5, $ 1,000, $ 2,000, $ 2,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA7R512763	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP6396Y124	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000, $ 5,000,
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8K599270	5/1/2021	5/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
C	Professional Liab			DPR9977434	5/1/2021	5/1/2022	Claims Made Cov	5,000,
C	Retro Date 05/01/02			DPR9977434	5/1/2021	5/1/2022	Aggregate	5,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

"Proof of Insurance"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

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Attachment B

American Fork Public Wo
275 East 200 No
American Fork, UT 84
801-763-3

American Fork City
Engineering Division
American Fork FY21-22
Transportation Projects

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this 27th day of April, 2021, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number 326188

Civil Science Infrastructure, Inc.
Proposer
(Name of sole ownership, corporation or partnership)

{AFFIX CORPORATE SEAL HERE}

CIVIL SCIENCE INFRASTRUCTURE, INC. CORPORATE SEAL 2009 STATE OF UTAH

(Signature of Authorized Representative)

Vice President
Title

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Attachment C

American Fork FY21-22 Transportation Projects

1100 South 500 East Intersection Design

(Proposal is for all (3) projects)

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

CivilScience
Engineers | Surveyors | Solutions
3160 W Clubhouse Drive, Suite A
Lehi, UT 84043
801-768-7200

April 27, 2021

American Fork City - Engineering Division
Shon Fullmer/Rebecca Andrus
275 E 200 North
American Fork, UT 84003

Submitted via email: sfullmer@americanfork.gov

RE: Proposal – American Fork FY21-22 Transportation Projects

Civil Science is excited to work with American Fork City and we are pleased to submit this proposal for FY21-22 engineering services. Civil Science focuses on effective project management, consistent and productive client communication, and quality plans and designs delivered on-time and within budget. Our team offers American Fork City the following distinct benefits:

- **A Proven Design Team –** With the completion of the Eagle Mountain, Airport Road, Phase 1, roadway and signal design, Civil Science will be using the same design team with Jay Meacham as the Project Manager and Justin Jones as the Design lead. Our team is a proven resource for cost-effective design and timely project completion.
- **Project Understanding:** We have shown interest on the 700 North Project for the last few years as the City has been working on the land acquisition. We understand this project. We have conducted on-site investigations, met with City staff, explored similar City infrastructure, and conversed with stakeholders to discuss methods to optimize the cost and schedule for the project. This understanding will help us move seamlessly into the design and throughout construction.
- **Rail Design and Coordination Expertise:** The Pacific Drive project will require extensive UPRR/UTA coordination. Civil Science's recent UTA TIGER Grant First/Last Mile Program provides railroad coordination expertise/knowledge that can be leveraged for the success of this City intersection.
- **Cost Effective and Schedule Focused**: Our municipal transportation group uses cost-effective and timely resources under the direction of experienced management staff; our team has an established reputation for putting forward the effort to exceed project expectations.

We commit and dedicate the technical expertise and equipment resources necessary to meet scheduling and performance requirements required for this project, and we understand the importance of providing value added services to the City. Our team is organized to provide the needed experience, coupled with competitive efficiency and cost. We are excited and very motivated to work with City staff to deliver a successful project.

All work performed under this contract will take place under the direction of Jay Meacham, PE, and Jay will also be the Civil Science primary point of contact. He can be reached at 801-768-7200 ext. 133, on his cell at 801-367-4257, or via email at jmeacham@civilscience.com. We respectfully submit this Proposal and look forward to working with you.

Sincerely,

Jay Meacham, P.E.
Project Manager

Andrew Kitchen, P.E.
Vice President/Principal-In-Charge

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

PROJECT TEAM / EXPERIENCE

Civil Science is a full-service consulting engineering firm headquartered in Lehi, Utah that has been providing engineering services for American Fork City and numerous communities across Utah and the Mountain West since 1978. We are structured to understand and meet your City's needs while providing cost efficient and best value services. Civil Science staff have established a reputation for successfully completing projects on time, within budget, and to the highest quality expectations. We provide proven project planning, design, cost estimating, construction administration, and public involvement experience.

Primary Contact:
Jay Meacham, PE
801-367-4257
jmeacham@civilscience.com

Secondary Contact:
Andy Kitchen, PE
801-473-1261
akitchen@civilscience.com

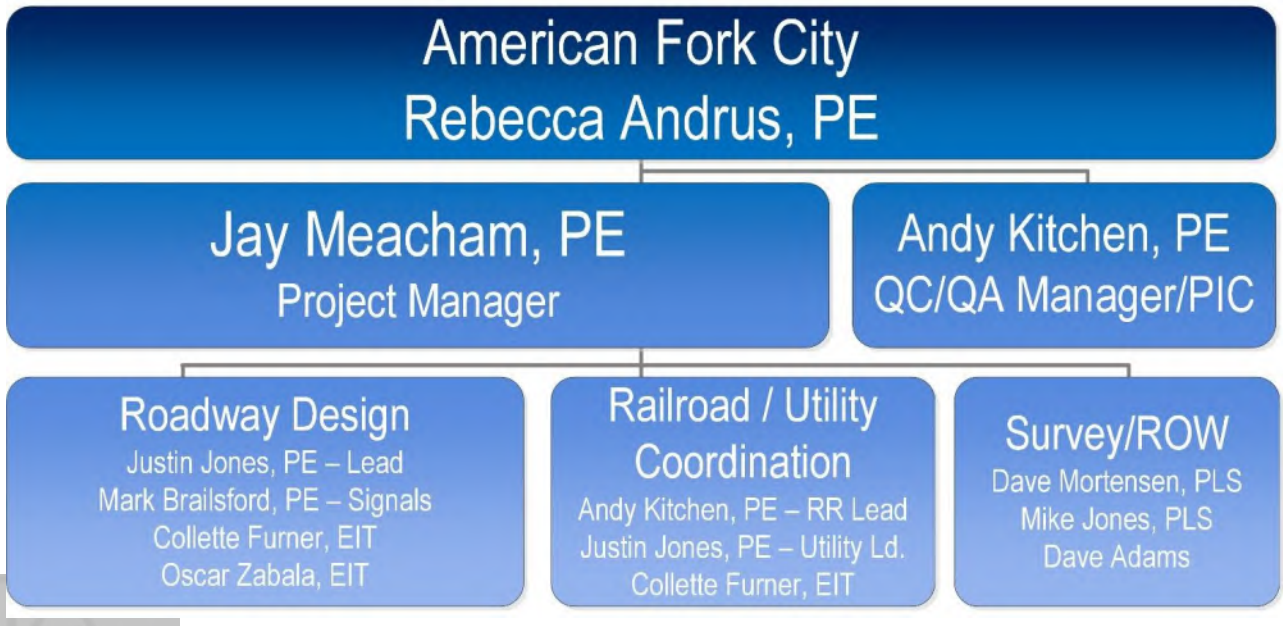
Civil Science, Inc.
3160 W Clubhouse Drive
Lehi, UT 84043

We offer a full range of services to American Fork City for public roadway, utility, and infrastructure systems including:

- Roadway design, including new and reconstruction projects
- Utility infrastructure planning & design
- Structural design including bridges, box culverts, retaining walls, and municipal buildings
- Safety and information signage
- Surveys (control, right-of-way, and topographic surveys)
- Hydrologic and hydraulic modeling
- Traffic signal design
- Environmental studies & permitting
- Engineering reports/cost estimating
- Public involvement/property owner coordination
- Bidding and negotiating
- Construction administration/inspection

PROJECT TEAM

We understand the critical design elements for each of these projects and have available resources to ensure timely completion. Our design team recently finished the Eagle Mountain Airport Road Intersection/Signal project and is ready to start immediately on these projects. As a firm who specializes in municipal transportation projects, we understand how to maximize value with a focus on cost-effective design.



See Appendix A for resumes of key personnel.

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

CivilScience Engineers | Surveyors | Solutions

KEY PERSONNEL

Our Project Manager and main point of contact for the American Fork Roads Project will be Jay Meacham who will provide engineering services to the City from our Lehi office. Brief key personnel descriptions include:



Jay Meacham, PE
Project Manager
Utah PE #7398428
M.S. and B.S. Civil and Env. Engineering

Jay is a professional engineer and project manager with 34 years of experience in transportation, drainage, and water resources engineering. Specifically, Jay has provided engineering design and project management services for many Utah municipalities including Highland, Draper, Lehi, American Fork, Pleasant Grove, Cedar Hills, South Jordan, Eagle Mountain, and Herriman. **Jay managed the design for the Herriman 7300 West project with substantial construction completion at the beginning of this year. A project similar to these American Fork projects is the Eagle Mountain Airport Roadway and signalization at Pony Express Parkway which is currently in the bidding phase for construction.** Jay has transportation engineering experience with highway geometric design, roadway widening, signal design, highway drainage design, utility coordination, and right-of-way plans on projects for both DOT and municipal clients. He has managed 20-mile-long arterial transportation projects as well as half mile length collector level projects.

Jay is also very active in his community having served as a Pleasant Grove City Council member, Planning Commissioner and Downtown Advisory Board member (design committee chair). During his nearly 13 years of service in these capacities he has been involved in the preparation of numerous code, standard and guideline modifications, General Plan and other document updates, development approvals and reviews, dealings with the community citizens and general City issues. **Jay also has 8 years of experience working on the American Public Works Association (APWA) Specifications Committee.**

TEAM	Roadway Design	Utility Design	Railroad Coord.	Traffic Signal Design	ROW/ Survey Exp	American Fork City Exp.	Concept Planning	HIGHLIGHTS
 **JAY MEACHAM, PE** – PROJECT MANAGER *MS & BS Civil Engineering (1986)* I **34 Years' Exp.**	✓	✓	✓	✓	✓	✓	✓	• Known commodity with full availability • Experienced roadway and hydraulics engineer • Scope, schedule, and budget focus
 **ANDY KITCHEN, PE** – QC/QA MANAGER/RAILROAD LD. *MS & BS Civil Engineering (2002)* I **18 Years' Exp.**	✓	✓	✓	✓	✓	✓	✓	• Expert quality control specialist • Extensive municipal design experience • Roundabout and signal experience • Recent RR coordination experience
 **JUSTIN JONES, PE** – DESIGN LEAD *BS Civil Engineering (1998)* I **22 Years' Exp.**	✓	✓	✓	✓	✓	✓	✓	• Complete understanding of intersection design • In-depth APWA knowledge • Roadway and intersection design expert • 20+ roadway projects designed since 2016
 **MARK BRAILSFORD, PE** – TRAFFIC SIGNAL DESIGN *MS & BS. Univ. of Utah (2010)* I **10 Years' Exp.**	✓	✓		✓	✓	✓	✓	• Designed over 31 traffic signals in past 3 years • ATMS design and coordination experience • Experienced in the application of AASHTO and MUTCD design standards
 **DAVID MORTENSEN, PLS** – SURVEY LEAD *B.A. Brigham Young Univ. (1997)* I **23 Years' Exp.**	✓	✓	✓	✓	✓		✓	• Licensed Utah PLS • Experience providing ROW and Survey for intersection and traffic signals • UAV and terrestrial scanning expert

Subconsultants: Intermountain Ecosystems – Wetlands ■ Hales Engineering - Traffic & Warrants ■ IGES – Geotechnical ■ Breinholt Electrical – Lighting ■ SUE Solutions – Utilities ■ Civisworks – Landscaping

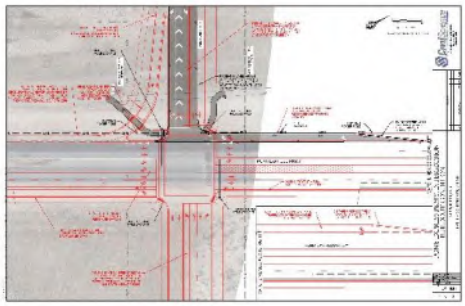
Other Key Team Members: Collette Furner, EIT – Design ■ Oscar Zabala, EIT – Design ■ Mike Jones, PLS – Field Survey

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

EXPERIENCE

Our project team has completed a significant amount of similar, challenging, and successful roadway, intersection, and signal design projects over the past five years. The following projects highlight recent projects completed by members of our proposed team.

Project Name: **Airport Road – Phase 1 Roadway and Pony Express Pkwy Signal Design**
Location: Eagle Mountain, UT
Client: Eagle Mountain City
Year: 2021
Reference: Chris Trusty
City Engineer
801-789-6671



Key Personnel: Jay Meacham, Justin Jones, Mark Brailsford, David Mortensen

Civil Science provided design services to Eagle Mountain City to address the City's rapid growth rate, by preparing an additional entrance road into the City. The new Airport Road will extend from SR-73 to Eagle Mountain Boulevard a total distance of 5 miles.

Roadway and Signal construction drawings were recently prepared (March 2021) to construct Phase I of Airport Road from Pony Express Parkway to Fiona Street, a distance of 0.4 miles. Phase 1 includes a 2-lane roadway with associated drainage considerations that will be used currently until the need for the full buildout section. The plans included the design of the intersection of Airport Road with Pony Express Parkway including a signal at this location. Both current and future signal/intersection needs were evaluated and planned for as the intersection construction will not include the east leg. Civil Science worked with Rocky Mountain Power to coordinate the relocation of existing power poles and the potential for burying overhead lines through this area.

Project Name: **Spanish Fork 400 North / SR-51 Roundabout**
Location: Spanish Fork, UT
Client: Spanish Fork City
Reference: Byron Haslam, P.E.
Senior Engineer
801-864-1688



Key Personnel: Andy Kitchen, Jay Meacham, Justin Jones, and Dave Mortensen

Civils Science has designed 6 roundabouts for Spanish Fork in the last 2 years. Just completed in the fall of 2020, the 400 North Roundabout successfully addressed traffic congestion and physical constraints from US-6 and surrounding properties, successfully incorporated offset entry and exit alignments, addressed truck turning movements while minimizing issues related to speed alignments for smaller vehicles, and incorporated pedestrian crossings. Civil Science coordinated efforts with both City representatives and the contractor (CMGC), as well as coordinated effective pavement treatments with UDOT's R3 Pavement Engineer. Civil Science completed a comprehensive utility exploration exercise, coordinated with the City to address utility company contacting, and developed an attractive, low impact wall option in the center of the roundabout. The design included a transition grading model to address excessive existing grades, detention modifications to an adjacent property, and a custom pedestrian ramp to meet ADA requirements.

Project Name: **UTA TIGER Grant – Multiple Rail Crossing Projects**
Location: Salt Lake City, Provo, UT
Client: UTA

Civil Science is just completing a three-year design program with the UTA and over 30 local municipalities focused on first/last mile improvements. Several projects in the TIGER Grant program have required UPRR and UTA crossing coordination efforts,

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Year	2020
Reference	Gray Turner, UTA PM (801) 236-4761



Key Personnel Andy Kitchen, Justin Jones, Dave Mortensen, Mark Brailsford, and Jay Meacham

including the Folsom Trail crossings at 800 West and 600 West in Salt Lake City, the grade-separated crossing in Salt Lake City at 300 North, and the grade-separated crossing in Provo City at 600 South. Design and RR coordination is substantially complete on both SLC projects, and at 60% completion on the Provo project. RR coordination and design has included development of multiple concepts, formal concept submittals, 30%, 60%, and 100% UPRR submittals, and coordination of crossing improvements such as flashers, gates, and signing. Civil Science designers have spent a substantial amount of time on all three projects designing pedestrian and bicycle crossing improvements, including z-gates and ADA facilities. Prior and subsequent RR design and coordination experience provides Civil Science designers with a broad depth of RR experience, and the TIGER Grant program has allowed Civil Science to continue improving and developing RR crossing design and coordination expertise.

Project Name	**7300 West Improvements**
Location	Herriman Utah
Client	Herriman City
Year	2020
Reference	Jonathan Bowers City Engineer (801) 446-5323



Key Personnel: Jay Meacham, Justin Jones, and Dave Mortensen

Jay Meacham, Project Manager, and Justin Jones, Roadway Design Lead, led the design team in this roadway improvement project on 7300 West in Herriman City. The project improvements are on a minor arterial with a length of approximately 0.5 miles. A pressure irrigation waterline, storm drainage system and street lighting were designed. The existing pavement had deteriorated to a point where options were evaluated to roto-mill or replace the entire pavement section. This was coordinated with utility trenching to arrive at a design with a stable pavement section and continuous surface overlay. Civil Science worked with the property owners in coordinating impacts to alleviate surprises during construction. Civil Science worked with City staff to accelerate the design to take advantage of a more competitive bidding season. The schedule for each design phase was shortened by two weeks to provide design plans almost 2 months early. Civil Science also provided the City with support during construction.

PROJECT UNDERSTANDING AND SCOPE

American Fork City has several transportation projects as part of the Capital Improvements Plan for Fiscal Year 2021-2022 which need design and construction. This Request for Proposal (RFP) identifies three projects.

- 700 North Connection
- 1100 South 500 East Intersection
- 300 West Pacific Drive

Following is an understanding and the work efforts to complete each of the projects.

700 NORTH CONNECTION

There are currently limited east/west roadway connections through the north end of American Fork east of the Alpine Highway (100 East, AF). The Canal Road (north of Fox Hollow Golf Course) will open this spring which will connect SR-74 with North County Boulevard. With this new roadway there is still a 1.8-mile section of SR-74 without a major

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

east-west corridor. This project will complete a major collector and improve land accessibility east of 100 East in American Fork. The 700 North Connection would complete a 4.2 mile corridor from Pleasant Grove (Canyon Road) to Lehi (Costco).



The property is currently owned by the Bingham family. The City has been working diligently to secure right-of-way for this much needed roadway connection. The roadway will connect the intersection of 200 East and 700 North on the east to 100 East and 740 North to the west, about 800 feet. The elevation difference between each connection point is about 34 feet. Providing roadway grades, specifically for school buses will be a major design issue. The east end of the project is densely vegetated (as shown in the picture), making it difficult to obtain ground information. We propose a two-man survey crew using a total station survey method to collect points on a 50' grid, with more points at more defined features.

The concept layout provided in the RFP estimates cuts and fills in the range of 8 – 17 feet. Civil Science will work closely with our geotechnical subconsultant Intermountain GeoEnvironmental Services, Inc. (IGES) early in the process to identify impacts due to the removal and loading of material for the roadway and the effect it could have on the design and the roadway construction schedule.



The roadway section will follow what has been presented in the concept plan and include sidewalk on the north and a trail on the south.

Our utility efforts for the project consist of a proposed storm drain (drain east to the existing 18" pipe in 200 East), and coordination with Rocky Mountain Power to potentially bury the overhead power lines in the vicinity of the intersection at 100 East. Civil Science has had discussions with Ernie John, the water master for the irrigation ditch located to the east of the 100 East intersection. This system will be maintained by piping under the proposed roadway. Efforts will be coordinated with Mr. John to allow for conveyance and required diversions prior to the intersection. See the picture of the upstream flume section on the irrigation channel.

The 200 East intersection will be conceptually designed evaluating two intersection options; standard stop controlled and a roundabout. Following the determination of the intersection, Civil Science will work with City staff in moving forward with a determined intersection design.

Our scope of work assumes the necessary right-of-way has been acquired for the Bingham property. Civil Science will coordinate anticipated impacts with the property owners east of the 200 East intersection. This level of effort is assumed to be a one-time informal discussion addressing property issues and concerns. We have included in our costs the preparation of up to two proposed ROW legal descriptions and exhibits (east of 200 East). The City will conduct appraisals, negotiations, and acquisitions as well as any public involvement efforts for the project.

Assumptions, Limitations and Exclusions:

- A submittal sequence for 30%, 60%, 90%, and Final is proposed. The schedule could be shortened by eliminating one of these typical submittals depending on the need to shorten the design schedule. Bid documents will be prepared using City provided standard boilerplate documents.
- Due to the nature of 700 North being a new roadway and the City unsure as to the intersection type, signal warrants and signal design are not included with the scope. These efforts will be considered later, if necessary. Intersection design efforts will include open conduits and consider other signal elements to avoid feature displacement when/if a signal is added. The base design assumes a stop-controlled intersection. An additive cost is provided for a roundabout intersection design.
- A full depth reconstruction of the intersection at 200 East is anticipated. A Quality Level B utility investigation for this intersection will be completed. This level of investigation will also be included for the east side of 100 East

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

with the east leg intersection tie-in.

- Following the geotechnical evaluation of the existing soils, a recommendation will be provided for soil consolidation and preparations for construction.
- Drainage design assumes capacity in the downstream pipe system (18" pipe in 200 East). No storage element is anticipated.
- Geotechnical investigation consists of 4 borings. Two 5-foot bores at each end of the project and a 25-foot and 50-foot bore near the moderate to thicker fill sections.
- This scope does not include signal design, which may be completed following the warrant study.

1100 SOUTH 500 EAST INTERSECTION DESIGN

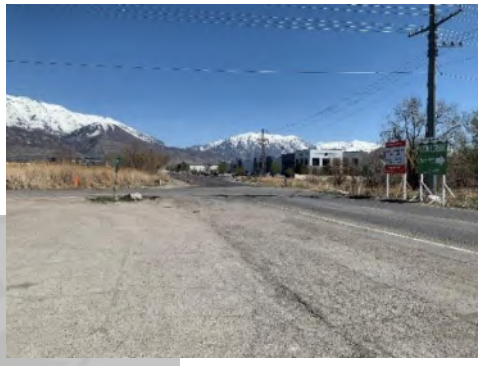


This intersection is an existing "T" intersection located less than 1,500 feet south of the 500 East/I-15 Interchange. The Transportation Master Plan designates the roadway to the east as a major collector and the roadway to the west as a collector. It also designates this intersection as a round-about with a future leg to the south. The intersection is 350 feet east of the railroad tracks (double track). The east leg of the intersection provides access to Pleasant Grove with an I-15 overpass. The proposed alignment of the Vineyard Connector is south and west of the railroad. The future south leg of the proposed intersection will be constructed with a flyover of the railroad tracks and connect to the future Vineyard Connector. This intersection will be designed without this south leg but will consider the impacts of adding a south leg in the future.

The northeast quadrant will consist of 870 feet of new curb gutter and sidewalk connecting to existing sidewalk to the east and north. This area will also include a delineation of wetlands in the NE quadrant. If these wetlands are impacted from the intersection improvements, mitigation will be required. Civil Science and their wetland specialist will coordinate these impacts with the City and work with the City to identify appropriate mitigation.

The northwest quadrant will consist of 610' of curb gutter and sidewalk. The curb, gutter and sidewalk will connect to existing similar features just at the railroad right of way.

The south half of 1100 South will consist of 400 feet of curb, gutter and sidewalk matching into the existing on both ends. It will be the intent of the design to avoid impacts to the existing transmission power poles on the south side of the intersection. An existing access just east of the railroad on the south side of 1100 South provides access to a cell tower. This access will be coordinated with the property owner. Intersection improvements are expected to impact up to three properties requiring the need for right-of-way documents. The City will conduct the appraisals, negotiations, and acquisitions.



This intersection has several existing utilities (culinary, PI, and sewer). In addition, the Pulley Slough drains south through the intersection. Utility impacts are assumed to be minimal with minor disturbance below the pavement section. Civil Science will conduct a level D utility investigation for the project area and require the contractor to locate utilities during construction. The trail and bike lanes will follow the City's master plan and will link the system through the proposed intersection. These elements will be coordinated with the City.

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

A conceptual design will be prepared for this intersection for both a standard signal and a roundabout. The intersection type will move forward based upon a decision from the City. If moving forward with a signal, a signal warrant analysis will be performed by Hales Engineering and the design will include ATMS connection to the UDOT system at 500 East and I-15.

Assumptions, Limitations and Exclusions:

- City staff will provide public involvement and coordination efforts outside typical property owner interaction during design consisting of a one-time informal discussion addressing property issues and concerns with each of the three property owners.
- The intersection improvements will not include the south leg of the intersection but will consider improvements that can be made within the existing right-of-way.
- During construction, the Contractor will provide underground utility investigations for utilities. No pre-construction utility investigations (potholing) is included.
- Wetland delineation and mitigation is limited to the northeast corner of the intersection. Mitigation is assumed to be minimal with onsite good-faith mitigation options, addressed with a letter to the Corps of Engineers.
- Power poles do not require relocation.
- It is assumed that the existing curb, gutter, and sidewalk on the east side of the tracks extends to the right-of-way line and that Railroad Coordination with UPRR will not be required.
- Geotechnical investigations will consist of 3-4 DCP tests with a letter providing a pavement section design. The City will not require or will waive traffic control requirements (assumed in unpaved areas), permitting, and bonding.
- Up to three ROW document packages will be prepared, which will include a legal description and exhibit for each ROW impact. (The City will complete appraisals, negotiations, and the ROW package.)

300 WEST PACIFIC DRIVE INTERSECTION DESIGN



300 West is skewed 27 degrees to Pacific Drive which parallels the railroad tracks. Both streets are part of major roadway systems within the City. A signal is master planned for this intersection. The construction of a signal includes ATMS connection to UDOT's system on Main Street. This will be provided via fiber lines which are expected to be existing in 300 West. A third-party contract for the use of the fiber will be coordinated by the City. There are currently railroad flashing lights at the intersection but no signal arms. Due to the proximity of Pacific Drive to the railroad, coordination is expected with UPRR/UTA. The extent of the coordination at this time is unknown, however elements have been described in further detail below.

Intersection improvements will extend 400' along Pacific Drive in a northwest direction and 530' in a southeast direction. Improvements will extend 280' on 300 West, north and south. Improvements will be coordinated with City Staff and may include curb and gutter, sidewalk, and striping. The Pacific Drive corridor is master planned to have both a Shared Use Path, originally part of the Rail Trail system (north of the tracks), and a Bike Lane (on Pacific Drive). A contiguous sidewalk will be designed crossing the tracks and Pacific Drive and a pedestrian crossing component will be part of the signal design.



Utilities will be researched, and impacted utilities will be coordinated with their respective owners. A signal warrant analysis will be performed by Hales Engineering.

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Assumptions, Limitations and Exclusions:

- City staff will provide public involvement and coordination efforts outside typical property owner interaction during design.
- No geotechnical investigation will be conducted at this intersection. The proposed pavement section will utilize the City standard section.
- The contractor, during construction, will provide underground utility investigation for utilities. No pre-construction utility investigation is included other than a Quality Level D as-built effort.
- RR Coordination efforts – we have extensive experience working with UPRR, UTA, and UDOT on at-grade rail crossings throughout the state. At-grade crossings are difficult to permit due to ongoing rule issues between UPRR and UDOT. These rule issues significantly impact City crossing projects. Improvements to an existing crossing like this one, with a proposed traffic signal, will require a specific design and permitting process that must involve UDOT, UTA, and UPRR. We have found on other at-grade rail crossing projects that an initial concepting task works best to initiate communication with UTA and UPRR, following which a full permitting process can be completed once design direction is determined. The Concept submittal will require the City to enter into an agreement with both rail parties to begin the design coordination process. We provided a concept task in our base proposal and the full permitting process as an alternate for the City to consider. This process is lengthy and difficult. The following summarizes the full permitting process:
    - With our assistance, the City requests a $50k UPRR PE Agreement, and UPRR assigns RailPros for engineering oversight (approx. 6-weeks duration). UTA will have a similar but more simplistic process.
    - In addition to the initial concept design, submittals will include 10%, 25%, Diagnostic Review meeting on-site with UDOT, UTA, and UPRR, 30% if drainage components are required, 60%, 90% and 100%. UDOT's Chief Railroad Engineer, Jim Golden, will write the surveillance report for the project. UPRR's typical review period for each submittal is 45-working days. Submittals typically require multiple review iterations with RailPros before the formal submittal to UPRR. Our scope assumes two submittals for each milestone as a starting point. UPRR may require a resubmittal for comment resolution or a request for additional documentation such as a traffic study or additional plan detail. UTA will require similar documentation reviews.
    - Our experience is that UPRR will require a fully operational signal with the intersection improvements. Our scope will include signal coordination with UPRR and UTA and coordination of the signal/rail preemption analysis that will be required. Should preemption design be required, we will coordinate that additional scope with the City.
    - Utility crossings, if anticipated by the City, require a separate permitting process through UPRR/UTA and are incorporated into the at-grade crossing design. Jay Meacham is currently using his extensive utility and drainage background to address similar utility crossing designs and UPRR permitting for Lehi City projects.
    - UPRR will write a Construction and Maintenance (CM) Agreement with American Fork City. CM Agreements are currently taking 6 to 9 months after UPRR issues final design approval. The CM Agreement will include a new maintenance cost component payable annually by the City. We understand that American Fork City, like most other cities, does not support this requirement. We will work closely with UDOT and the City while they are addressing this issue with UPRR. The City will need to make the determination on whether to accept this responsibility. We are closely following the negotiations on this issue between UDOT and UPRR and can give background information and potential recommendations to the City. UTA agreements, although challenging, should be shorter in duration than UPRR agreements. Our scope of work assumes the City will coordinate the agreement portion of the project with UTA and will be the primary point of contact during UPRR agreement coordination.
    - UPRR coordination and agreement approvals become critical path items in the schedule and are currently taking up to three years to fully complete. We can assist the City in navigating this process successfully. The City should note that there are no options to speed up this process at this time, and organizations that offer a streamlined approach that saves time typically are not familiar with the UPRR process and the challenges associated with UPRR permitting.

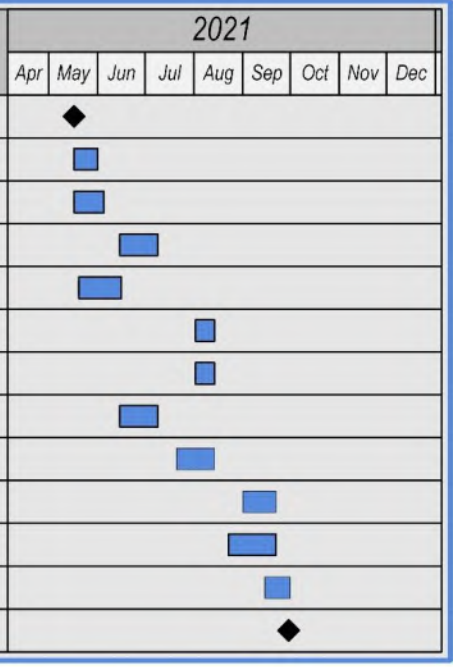
Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

CivilScience Engineers | Surveyors | Solutions

PROJECT SCHEDULE

700 North – Design Schedule

ID	Task Name	Start	Finish
1	Notice to Proceed	5/17/2021	5/17/2021
2	Survey	5/17/2021	5/31/2021
3	Utilities, Irrigation (including SUE)	5/17/2021	6/4/2021
4	Storm Drain	6/15/2021	7/8/2021
5	200 E Intersection Concept Development (2 Options)	5/20/2021	6/15/2021
6	Lighting	8/2/2021	8/13/2021
7	Landscape	8/2/2021	8/13/2021
8	30% (stop control at 200 E)	6/15/2021	7/8/2021
9	60% (Stop control at 200 E)	7/21/2021	8/13/2021
10	Final (Stop Control at 200 E)	9/1/2021	9/21/2021
11	ROW Documents (2)	8/23/2021	9/21/2021
12	Bid Documents and Estimate	9/15/2021	9/30/2021
13	Project Completion	9/30/2021	9/30/2021

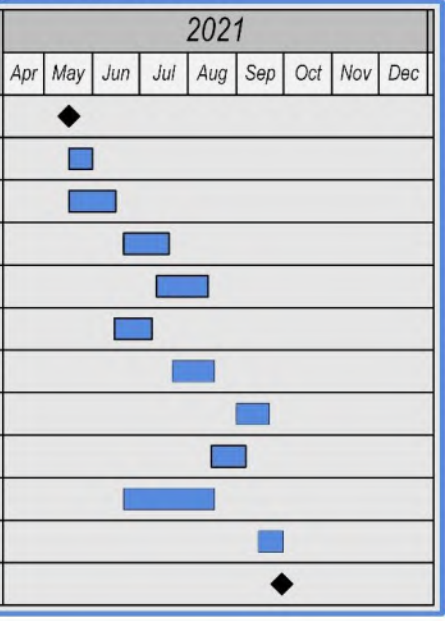


Assumptions:

- Schedule is dependent upon property acquisition
- Assumes 2 City review periods of 2 weeks each

1100 South / 500 East Intersection – Design Schedule

ID	Task Name	Start	Finish
1	Notice to Proceed	5/17/2021	5/17/2021
2	Survey/Geotech	5/17/2021	5/31/2021
3	Conceptual Intersection Layout (Signal & Roundabout)	5/17/2021	6/15/2021
4	Warrant / ATMS	6/21/2021	7/19/2021
5	Landscape	7/12/2021	8/13/2021
6	30% (Standard Intersection Design)	6/15/2021	7/8/2021
7	60% (Standard Intersection Design)	7/22/2021	8/17/2021
8	Final (Standard Intersection Design)	9/1/2021	9/21/2021
9	ROW Documents (3)	8/16/2021	9/6/2021
10	Wetlands / Mitigation	6/21/2021	8/17/2021
11	Bid Documents and Estimate	9/15/2021	9/30/2021
12	Project Completion	9/30/2021	9/30/2021



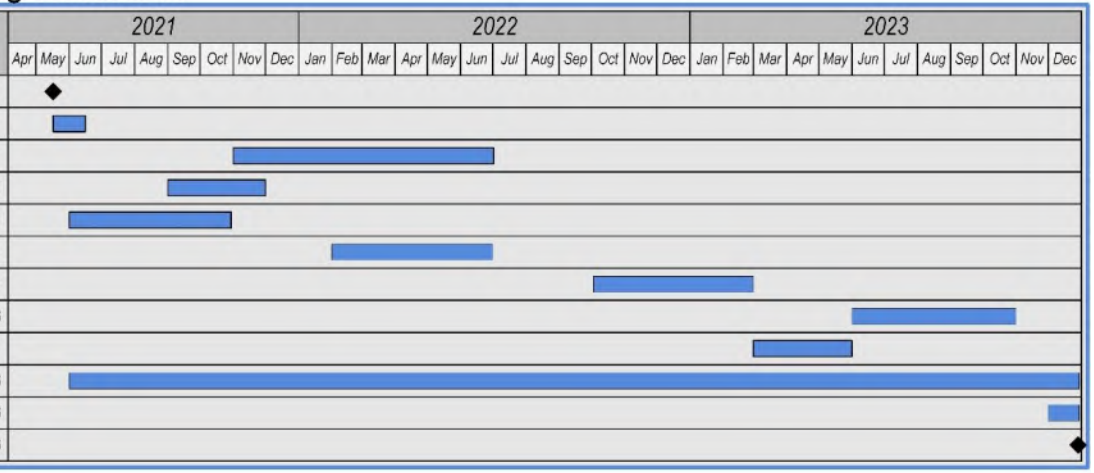
Assumptions:

- Assumes 2 City review periods of 2 weeks each

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

300 West / Pacific Drive Intersection – Design Schedule

ID	Task Name	Start	Finish
1	Notice to Proceed	5/17/2021	5/17/2021
2	Survey	5/17/2021	6/15/2021
3	Signal Design	11/1/2021	7/1/2022
4	Warrant / ATMS	9/1/2021	11/30/2021
5	30% Design	6/1/2021	10/29/2021
6	60% Design	2/1/2022	6/30/2022
7	90% Design	10/3/2022	2/28/2023
8	Final Design	6/1/2023	10/31/2023
9	ROW Documents (2)	3/1/2023	5/31/2023
10	Railroad Coordination for encroachment permit	6/1/2021	12/29/2023
11	Bid Documents and Estimate	12/1/2023	12/29/2023
12	Project Completion	12/29/2023	12/29/2023



Assumptions:

- Railroad Coordination is highly dependent on UPRR and will control the schedule
- Assumes 3 City review periods of 2 weeks each

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

PROJECT HOURS

TASK	DESCRIPTION	PRINCIPAL HRS	PROJECT MANAGER HRS	DESIGN LEAD HRS	ENG I HRS	TECH I HRS	SURVEY TECH II HRS	SURVEY V HRS	SURVEY CREW HRS	ADMIN HRS	ACTIVITY TOTAL HOURS
	700 North										
001	Survey /Geotech		1	2			8	8	38		57
002	Utilities, Irrigation (including SUE)		4	8	24	24					60
003	Storm Drain		2	4	16	8					30
004	200 E Intersection Concept Development (2 options)	1	4	16	42	50					113
005	Lighting		2	6	8						16
006	Landscape		2	4	6						12
007	30% (stop control at 200 E)		8	20	42	64				2	136
008	60% (stop control at 200 E)		8	24	36	60		4			132
009	Final (stop control at 200 E)	2	8	20	30	48		4		4	116
010	ROW Documents (2)	1	2	1			12	3			19
011	Bid Docs and Estimate	2	4	8	24					4	42
										BASE	**733**
ADD	Roundabout Design (above stop controlled efforts)	2	4	8	24	24				1	63

TASK	DESCRIPTION	PRINCIPAL HRS	PROJECT MANAGER HRS	DESIGN LEAD HRS	ENG I HRS	TECH I HRS	SURVEY TECH II HRS	SURVEY V HRS	SURVEY CREW HRS	ADMIN HRS	ACTIVITY TOTAL HOURS
	1100 South / 500 East Intersection										
001	Survey /Geotech		1	2			4	6	12		25
002	Conceptual Intersection Layout (Signal & Roundabout)		2	6	20	20					48
003	Warrant/ATMS	1	2	6	14	16					39
004	Landscape		2	2	4						8
005	30% (Std. Intersection Design)	1	8	22	36	20					87
006	60% (Std. Intersection Design)	1	8	22	30	18					79
008	Final (Std. Intersection Design)	2	6	20	28	18				2	76
009	ROW (3)	1	1	3			18	6			29
010	Wetlands		2	4	6	12					24
012	Bid Docs and Estimate	2	4	8	24					4	42
										BASE	**457**
ADD	Signal Design	1	4	16	48	52					121
ADD	Lighting design for Roundabout		2	4	4						10
ADD	Roundabout (above standard design efforts)	2	4	8	24	24				1	63

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

TASK	DESCRIPTION	PRINCIPAL HRS	PROJECT MANAGER HRS	DESIGN LEAD HRS	ENG I HRS	TECH I HRS	SURVEY TECH II HRS	SURVEY V HRS	SURVEY CREW HRS	ADMIN HRS	ACTIVITY TOTAL HOURS
	300 West / Pacific Drive Intersection										
001	Survey		1	2			4	6	20		33
002	Signal Design	1	4	16	48	52					121
003	Warrant/ATMS	1	2	6	14	16					39
004	30%		6	16	32	16					70
005	60%		6	16	24	8					54
006	90%		6	16	20	8					50
007	Final	2	4	12	16	8					42
008	ROW (2)	1	1	2			12	3			19
009	RR Coordination	1	6	12	10						29
010	Bid Docs and Estimate	2	4	8	24						38
										BASE	**495**
ADD	Comprehensive RR Coordination	100	70	150	60	30		16		24	450

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

APPENDIX A - RESUMES

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Jay Meacham, PE



Position	Project Manager
Education	B.S. Civil Engineering – 1984 Brigham Young University (Provo, UT) M.S. Civil & Environmental Engineering – 1986 Utah State University (Logan, UT)
Licenses/ Registrations	Professional Engineer Utah – 170934, Arizona – 23246, North Dakota – 7926 Nevada – 9772, Idaho – 11506, Wyoming – 13854 Ohio – 79413

Jay is a participant on the American Public Works Association (APWA) Specifications Committee and for 8 years he has assisted in preparing and modifying Standards and Specifications for their 2012 and 2017 publication updates.

Jay is a professional engineer and project manager with 34 years of experience in transportation, drainage, water resources engineering. Jay's transportation engineering experience includes highway geometric design, roadway widening, highway drainage design, utility coordination, and right-of-way plans on projects for both DOT and municipal clients.

Work Experience

Name	Herriman 7300 West Improvements	Jay managed the engineering design and survey services for a 0.5-mile roadway improvement project on a minor arterial which involved improvements of a pressure irrigation waterline, storm drainage system and street lighting. The existing pavement had deteriorated to a point where options were evaluated to roto-mill or replace the entire pavement section. This was meshed with the trenching for utilities to arrive at a design with a stable pavement section with a continuous surface overlay. Jay worked with the property owners in coordinating impacts to alleviate challenges during construction.
Responsibility	Project Manager	
Start Date	2019	
Name	Airport Road – Phase 1 Roadway and Pony Express Pkwy Signal Design	Jay managed the engineering design, survey and ROW for the new 5-mile Airport Road which will extend from SR-73 to Eagle Mountain Boulevard. Phase 1 includes a 2-lane roadway with associated drainage considerations that will be used currently until the need for the full buildout section. The plans included the design of the intersection of Airport Road with Pony Express Parkway including a signal at this location. Both current and future signal/intersection needs were evaluated as the intersection construction will not include the east leg.
Responsibility	Project Manager	
Start Date	2021	
Name	1500 South, American Fork, Utah	Jay is assisting American Fork City in reviewing options for the alignment of 1500 South in American Fork, Utah to accommodate local development needs as well as the future Vineyard Connector. He managed the evaluation of the intersection of 1500 South, UPRR Railroad and the future Vineyard Connection. The review also looked at local street connectivity and satisfying the need to access I-15 to the east and the future Vineyard Connector to the west. Layout options included a railroad overpass with an intersection of 1500 North and the Vineyard Connector directly above the tracks.
Responsibility	Project Manager	
Start Date	2020	

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Andrew L. Kitchen, PE



Position	QC/QA Manager
Education	B.S. Civil Engineering – 2001 Brigham Young University (Provo, UT) M.S. Civil Engineering – 2002 Brigham Young University (Provo, UT)
Licenses/ Registrations	Professional Engineer Utah – 5048557, Idaho – 13859, Missouri – 2014031343, Nevada – 017375, North Dakota – 8264, Wyoming – 12415

Senior manager on numerous transportation projects, many of which involved active transportation needs and solutions.

Andy Kitchen has over 19 years of engineering experience in design and construction management for a variety of engineering projects for DOT, municipal, and development clients. Andy is currently managing the planning and design of the UTA First / Last Mile TIGER Grant projects involving significant railroad coordination for municipal projects. Andy has the ability to work with multiple agencies including UDOT, UPRR, UTA, and affected municipalities while coordinating project planning and design.

Work Experience

Name	UTA TIGER Grant	Andy serves as the Design Manager for the UTA TIGER Grant program. The Civil Science team under Andy's direction has completed pedestrian crossing/traffic signals, multi-use paths, miles of bike lane facilities, bike share stations, connecting sidewalk facilities, pedestrian crossing improvements, pedestrian underpasses, and associated roadway improvements. Andy works with the UTA program team to plan and implement active transportation designs within a fixed project budget. The CMGC format allows Andy to coordinate directly with the Contractor to meet accelerated time frames and provides a unique opportunity to address design challenges with construction perspective.
Responsibility	Design Manager / Project Manager	
Start Date	May 2018	

Name	Spanish Fork 400 North / SR-51 Roundabout	Andy has managed the design of 6 roundabouts for Spanish Fork in the last 2 years. Most recently his team completed the 400 North Roundabout successfully addressed traffic congestion and physical constraints from US-6 and surrounding properties. successfully incorporated offset entry and exit alignments, addressed truck turning movements while minimizing issues related to speed alignments for smaller vehicles, and incorporated pedestrian crossings
Responsibility	Project Manager	

Name	Kaysville 200 North Roadway Improvements	Andy managed the project team providing design for full roadway reconstruction and signal design along 200 North and at the busy Angel Street intersection. The project scope included roadway & signal design, irrigation and storm drain design, utility coordination and design, and significant property owner coordination. Andy coordinated consistently throughout the project with multiple developers, commercial owners, and 20 residential property owners to resolve property impacts, and complete right of way acquisition for the project.
Responsibility	Project Manager	
Start Date	Nov 2016	

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Justin Jones, PE



Position	Transportation Design Lead
Education	B.S. Civil Engineering – 1998 Utah State University (Logan, UT)
Licenses/ Registrations	Professional Engineer Utah – 5048557

Justin's extensive transportation design experience and his acute attention to design detail and design oversight have resulted in minimal construction change orders on projects such as Kaysville 200 North, Williston 58th Street, and the UTA TIGER Grant design projects

Justin provides over 20 years of experience working on local and state transportation related projects in Utah. Justin's design experience includes roadway design, grading, stormwater analysis and design, utilities coordination and design, public street improvements, signage, and striping.

Work Experience

Name	Logan 1000 North Improvements. Logan, Utah	Justin was the design lead for design services for widening of 1000 North between 200 West and Main Street (US-89). Civil Science provided full improvement plans and bid documents to the City. Justin served as the design lead, coordinating roadway design, hydrology and hydraulics, drainage infrastructure design, utility design and conflict coordination.
Responsibility	Design Lead	
Start Date	2018	
Name	400 North / SR-51 Roundabout, Spanish Fork, UT	Justin provided lead design services for the 400 North Roundabout which successfully addressed traffic congestion in the area 400 North / SR-51 intersection; congestion due to heavy east/west traffic and pickup/drop off from an adjacent elementary school. The design addressed physical constraints from US-6 and surrounding properties, successfully incorporated offset entry and exit alignments, addressed truck turning movements, and pedestrian crossings.
Responsibility	Design Manager	
Start Date	2020	
Name	Herriman 7300 West Improvement	Justin provided lead design services for roadway improvements of 0.5 miles on Herriman 7300 West. This included improvements of design of roadway improvements, and a pressure irrigation waterline, storm drainage system and street lighting. This was meshed with the trenching for utilities to arrive at a design with a stable pavement section with a surface overlay.
Responsibility	Design Manager	
Start Date	2020	
Name	Kaysville 200 North Roadway Improvements	Justin provided lead design services for the full roadway reconstruction and signal design along 200 North at the busy Angel Street intersection, including roadway reconstruction and widening on Angel Street. In addition to roadway design, Justin analyzed roadway drainage improvements and designed a large storm drain trunk line to mitigate upstream flooding and downstream irrigation allocation requirements.
Responsibility	Design Lead	
Start Date	Nov 2016	
Name	Eagle Mountain Airport Road, Eagle Mountain, UT	Justin provided design services for this 5-mile new main road into Eagle Mountain from SR-73 to Eagle Mountain Boulevard. Initially, a Phase I, interim design, was designed from SR-73 to Pony Express Parkway (2.5 miles) along with right-of-way sheets. Phase I design included a 2-lane roadway with drainage considerations. The design also included signal located at Airport Road and Pony Express Parkway.
Responsibility	Design Lead	
Start Date	2020	

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

David Mortensen, PLS



Position	Survey Manager
Education	B.A. Brigham Young University - 1997
Licenses/ Registrations	Professional Land Surveyor Utah #6436557-2201 North Dakota # LS-27699 Arizona # 61603

Dave has served as Committee Chairman of UCLS Construction Staking Committee, and president of the Salt Lake Chapter of the UCLS. Projects in Commercial, Manufacturing, Industrial, Residential and Transportation projects.

David provides a diverse survey background having completed commercial, manufacturing, industrial, residential, and transportation survey and ROW mapping projects. Through his 23 years of experience, David has created a high standard of care that he provides to all clients, making him a key component in Civil Science's Survey and ROW Engineering Quality Control program.

Work Experience

Name	400 North / SR-51 Roundabout, Spanish Fork, UT	Dave provided survey services for the 400 North / SR-51 intersection; which was designed as a roundabout and involved significant ROW coordination. The design addressed physical constraints from US-6 and surrounding properties, successfully incorporated offset entry and exit alignments, addressed truck turning movements, and pedestrian crossings.
Responsibility	Survey Manager	
Start Date	2020	
Name	Logan 1000 North 200 W Intersection	Dave provided survey services for the Logan 1000 North 200 West Intersection design projects. The project included topographic surveying and right-of-way determination for roadway widening along 1000 North between 200 West and Main Street (US-89). The project required significant coordination with private owners, City staff, and UDOT
Responsibility	Survey Lead	
Start Date	2018	
Name	Lehi 100 South – Center St to 200 E,	Dave provided survey management of field and office personnel for survey and right-of-way research for these Lehi roadway projects. Ground survey included identification of existing features. Surveyors identified the location of features including roadway centerline, edge of asphalt, curb, gutter and sidewalk, visible utilities such as power poles, valve lids, manhole lids and catch basins. This data was used to create a single design sheet for construction elements at each location.
Responsibility	Survey Lead	
Start Date	2019	
Name	UTA TIGER Grant, Sandy City Projects (Various locations)	Dave was the survey manager for the Sandy City 102nd South roadway widening, multi-use path project and Folsom Trail projects. Project included survey to support design and right-of-way research in support of roadway and trail project. These projects were completed using a CMGC format which allows a unique opportunity to address design challenges with construction perspective. This included
Responsibility	Surveyor	
Start Date	2018	

Attachment: Civil Science Agreement (1100 S 500 E Intersection Design)

Mark Brailsford, PE



Position	Traffic Signals, ATMS Lead
Education	B.S. Civil Engineering – 2009 University of Utah (Salt Lake City, UT) M.S. Civil & Environmental Engineering – 2010 University of Utah (Salt Lake City, UT)
Licenses/ Registrations	Professional Engineer Utah – 9842934-2202 ADA Pedestrian Ramp Training (UDOT) Traffic Signal Training (UDOT) FHWA-NHI 380032A Roadside Safety Design Course (NHI)

Mark has designed over 31 traffic signals for municipal and DOT projects in the past 3 years alone and provides extensive ATMS design and coordination experience.

Mark is a Professional Engineer with 9 years of experience working on a variety of engineering projects. He has extensive experience with transportation design. At Civil Science Mark has been involved in the design of signalized intersections, roadway improvements, freeway signing and striping layout, and roadway right-of-way. Mark is knowledgeable and familiar with the Utah Department of Transportation (UDOT) design processes related to traffic signals, department standards, and specifications. Mark is also experienced in the application of AASHTO and MUTCD design standards.

Work Experience

Name	3200 S and State Highway 89-91 Auxiliary Lane & Signal; Logan City	Mark used his professional expertise to provide existing right-of-way research, signalized intersection design, and project cost estimates for this project. His work was essential in ensuring the project moved forward and completed.
Responsibility	Project Engineer	
Start Date	2018	
Name	3200 S Intersection Realignment; Logan City	Mark worked to provide the initial geometric roadway design for the realignment, right-of-way preliminary design, and plan sheet development in this realignment project for Logan City.
Responsibility	Project Engineer	
Start Date	2019	
Name	1000 N 600 E Int. Realignment; Logan City	Mark provided extensive research for the existing right-of-way documents and quality control for this realignment and signal project, allowing the continued progress of the project and design efforts.
Responsibility	Project Engineer	
Start Date	2018-2019	
Name	3200 S and State Highway 89-91 Conceptual Intersection Design; Logan City	Mark provided signaling concepts, lighting, and researched impacts to existing utilities and right-of-way, in preparation of a detailed estimate for each design alternative. Mark was essential in the extensive public outreach program, ensuring the project could continue to move forward.
Responsibility	Project Engineer	
Start Date	2014	

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Collette Furner, EIT



Position	Project Engineer
Education	B.S. Civil Engineering – 2017 Utah State University (Logan, UT) A.S. Business, Snow College, Ephraim, UT (2012)
Licenses/ Registrations	Engineer-in-Training, Utah

Collette has extensive experience as a Design Engineer for municipal transportation and Utah Department of Transportation (UDOT projects.

Collette is a project engineer with experience focused on roadway and drainage design engineering for structures, roadways and drainage systems. She is currently providing cost estimating, design, planning, and feasibility services for development, transportation, and municipal infrastructure projects supporting DOT, municipal and private clients.

Transportation Experience

Name	Logan 1000 N 200 W Intersection	Collette provided engineering design support for this corridor improvement project in Logan. This included widening of 1000 North between 200 West and Main Street (US-89). The project required coordination with private owners, City staff, and UDOT.
Responsibility	Project Engineer	
Start Date	2019	
Name	Eagle Mountain Airport Road	Collette supported the roadway and drainage design for a new entrance road into the city, Airport Road. The new 5 mile roadway extends from SR-73 to Eagle Mountain Boulevard. Initially, a Phase I, interim design, was designed from SR-73 to Pony Express Parkway (2.5 miles) for the entire 5-mile section. Phase I design included a 2-lane roadway with drainage considerations. She also assisted in design for signal located at Airport Road and Pony Express Parkway.
Responsibility	Project Engineer	
Start Date	2020	
Name	Logan 300 South Main	Collette supported intersection design improvements for 300 South from Main Street to 100 East in Logan. Work included support for traffic studies, warrants, utilities, and geometric design/signal improvements. The project evaluated a traffic signal or roundabout at the intersection of 300 South / 100 East.
Responsibility	Project Engineer	
Start Date	2020	
Name	Spanish Fork 400 North Roundabout	Collette provided engineering and drainage design support for a roundabout on 400 North / SR-51 intersection. The design addressed physical constraints from US-6 and surrounding properties, successfully incorporated offset entry and exit alignments, addressed truck turning movements, and incorporated pedestrian crossings.
Responsibility	Project Engineer	
Start Date	2019	
Name	Spanish Fork 1100 S Roundabout	Collette provided engineering and drainage design support for new roundabout on Mill Road and 1100 South in Spanish Fork. Design was by a school and addressed safety concerns, roundabout geometry, drainage, irrigation facilities, and utilities.
Responsibility	Project Engineer	
Start Date	2020	

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Michael E. Jones, PLS

Position	Field Survey Lead
Education	Business Major
Licenses/ Registrations	Utah PLS 7195881-2201 Ohio PS 7583 Arizona PLS 39326



Mike is a registered professional surveyor focused on field survey with over 38 years of experience in the survey field. Mike's experience includes Records of Survey, ALTA's, boundary surveys, and topographical maps for transportation related projects. Projects under Civil Science, Inc. tend to be focused on support for DOTs and public municipalities.

Survey Experience

- AIRPORT ROAD EXTENSION & SIGNAL
- ALTA SURVEY - HERRIMAN, UT
- ALTA SURVEY - OGDEN, UT
- ALTA SURVEY - SALT LAKE CITY, UT
- ALTA SURVEY - TOOELE, UT
- ALTA SURVEY - WEST JORDAN, UT
- ALTA SURVEY-SPRINGVILLE, UT
- BALDAUF SUBDIVISION
- BLAZE OF THUNDER - LAYTON, UT
- CHALET ENTERPRISES - ALTA UT
- CLARK ALTA SURVEY - SALT LAKE CITY, UT
- EDA - WASATCH LAWN - MIXED USE GARDEN PHASE 2
- EDA LAND PLANNING - WHISPERING PINES 4
- EXTRA SPACE STORAGE ADDITION-MURRAY, UT
- FERGUSON CANYON TRAILHEAD PARK
- HARRISON - ALTA
- HOLLINGSWORTH SURVEY
- LEHI - SRTS
- LEHI SEWER 850 E UPSIZING
- LEHI STREETS - 100 SOUTH
- LONG X BRIDGE CE
- LOVE'S TOPOGRAPHIC SURVEY - BRIGHAM CITY, UT
- ND-3 GRADE RAISES; RP 123 TO RP 137
- NOAA NEXRAD ACCESS ROAD REPAIR
- NUCWCD BOUNDARY LINE AGREEMENT
- OAKLEY - ALTA
- PARKWAY VILLAGE ALTA SURVEY
- RECORD OF SURVEY - SALT LAKE CITY, UT
- RECORD OF SURVEY W/ TOPO - BOUNTIFUL, UT
- RE-SETTING PROPERTY CORNERS - SALT LAKE CITY
- SANDY VILLAGE ALTA SURVEY
- SANDY VILLAGE ALTA SURVEY
- SF MILL ROAD 1100 S ROUNDABOUT
- SHARP ALTA SURVEY - BOUNTIFUL, UT
- SLC TOWNHOME PROJECT - ALTA SURVEY
- SPRING POINTE PLAT AMENDMENT - SPRINGVILLE, UT
- SPRING POINTE PLAT AMENDMENT- SPRINGVILLE, UT
- SR-115 & 600 NORTH, PAYSON
- SR-178 & 930 WEST, PAYSON
- SR-92 & NORTH CANYON RD (MP 7.584), CEDAR HILLS
- SUMMIT POINTE PLAT AMENDMENT
- TARGET SHELL IMPROVEMENTS
- TAYLORSVILLE UTAH TEMPLE
- UDC SOIL EROSION CONTROL
- US SURVEYOR - ALTA INDUSTRIAL PROPERTY
- UTA -WVC_BKL_5
- WASATCH BOULEVARD & 7650 SOUTH
- WASATCH LAWN - MIXED USE GARDEN
- WEST JORDAN MULTI-FAMILY/MULTI-USE DEVELOPMENT
- WETZELS/THIRST LAYTON

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HALES ENGINEERING
innovative transportation solutions



RYAN HALES, PE, PTOE, AICP
Principal / Owner

EXPERIENCE

Transportation Planning

Project manager/engineer for various studies involving transportation and land use planning, transportation master plans (20), trip generation and assignment applications, transportation corridor evaluations, and area-wide travel demand forecasting.

Representative projects include:

- Weber County Transportation Master Plan, Utah
- Lehi City Transportation Master Plan, Utah
- Provo City Transportation Master Plan, Utah
- South Jordan Transportation Master Plan, Utah
- American Fork City Sub-Area Transportation Plan, Utah
- Ivins City Sub-area Master Plan, Utah
- Western Synderville Basin Transportation Plan, Utah

UDOT Related Experience

Ryan has worked on a variety of projects as an extension of UDOT's staff including:

- Provo Orem Bus Rapid Transit, Orem / Provo, Utah
- I-80 / US-89 EIS, Interchange Analyses, South Salt Lake, Utah
- 24th Street EA, Ogden, Utah
- Red Hills Parkway EA, St. George, Utah
- SR-9 Safety Study, Hurricane, Utah
- SR-10 Environmental Review, Price, Utah

Transit Oriented Development

TOD development is one Ryan's passions and a focus of Hales Engineering. He has worked on over 10 TOD sites within the Salt Lake Metro area and has worked with professors at the local university to enhance the evaluation of TOD projects. Utilizing their concepts in the development process has proved beneficial for the layout and design of TOD sites, to maximize transit usage and walking opportunities, and minimize vehicular traffic within the TOD site, by reverse engineering the sites. *These concepts can also be used to minimize the parking needs / requirements at TOD sites.*

Local Government Experience

Ryan completed a three-year appointment as a Planning Commissioner where he gained valuable first-hand knowledge of local government concerns/needs in relation to the growing multi-modal aspects of future transportation demand. Based on his experience he continues to support several cities within Utah and Idaho with on-call services for various transportation-related planning needs.

EDUCATION

- Master of Science in Civil and Environmental Engineering, Brigham Your University, Provo, Utah, 1996
- Bachelor of Science in Civi and Environmental Engineering, Brigham Your University, Provo, Utah, 1996

CERTIFICATION

- Professional Engineer, State of Utah (295669) State of Idaho (3530)
- Professional Planner, AICF (017265)
- Professional Traffic Operations Engineer, PTOI (1249)

AFFILIATIONS

- Institute of Transportation Engineers (ITE)
- American Society of Civil Engineers (ASCE)
- American Planning Association (APA)
- Former Lehi City Planning Commissioner

SOFTWARE

Proficient in the use of:

- Highway Capacity Software (HCS)
- SYNCHRO / SIMTRAFFIC
- CORSIM
- VISSIM

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AMERICAN FORK TRANSPORTATION PROJECTS
1100 South / 500 East Intersection
4/27/2021

		PRINCIPAL		PROJECT MANAGER		DESIGN LEAD		ENG I		TECH I		SURVEY TECH II		SURVEY V		SURVEY CREW		ADMIN		SUB-CONSULTANT	ACTIVITY TOTAL HOURS	ACTIVITY TOTAL COST
		$170.00		$152.00		$142.00		$96.00		$79.00		$90.00		$142.00		$118.00		$75.00				
TASK	DESCRIPTION	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST			
	1100 South / 500 East Intersection																					
001	Survey /Geotech		$0.00	1	$152.00	2	$284.00		$0.00		$0.00	4	$360.00	6	$852.00	12	$1,416.00		$0.00	$1,600.00	25	$4,664.00
002	Conceptual Intersection Layout (Signal & Roundabout)		$0.00	2	$304.00	6	$852.00	20	$1,920.00	20	$1,920.00		$0.00		$0.00		$0.00		$0.00		48	$4,996.00
003	Warrant/ATMS	1	$170.00	2	$304.00	6	$852.00	14	$1,344.00	16	$1,536.00		$0.00		$0.00		$0.00		$0.00	$6,970.00	39	$11,176.00
004	Landscape		$0.00	2	$304.00	2	$284.00	4	$384.00		$0.00		$0.00		$0.00		$0.00		$0.00	$2,750.00	8	$3,722.00
005	30% (Std. Intersection Design)	1	$170.00	8	$1,216.00	22	$3,124.00	36	$3,456.00	20	$1,920.00		$0.00		$0.00		$0.00		$0.00		87	$9,886.00
006	60% (Std. Intersection Design)	1	$170.00	8	$1,216.00	22	$3,124.00	30	$2,880.00	18	$1,728.00		$0.00		$0.00		$0.00		$0.00		79	$9,118.00
008	Final (Std. Intersection Design)	2	$340.00	6	$912.00	20	$2,840.00	28	$2,688.00	18	$1,728.00		$0.00		$0.00		$0.00	2	$150.00		76	$8,658.00
009	ROW (3)	1	$170.00	1	$152.00	3	$426.00		$0.00		$0.00	18	$1,620.00	6	$852.00		$0.00		$0.00		29	$3,220.00
010	Wetlands		$0.00	2	$304.00	4	$568.00	6	$576.00	12	$1,152.00		$0.00		$0.00		$0.00		$0.00	$3,125.00	24	$5,725.00
012	Bid Docs and Estimate	2	$340.00	4	$608.00	8	$1,136.00	24	$2,304.00		$0.00		$0.00		$0.00		$0.00	4	$300.00		42	$4,688.00
																				BASE	**457**	**$65,853.00**
ADD	Signal Design	1	$170.00	4	$608.00	16	$2,272.00	48	$4,608.00	52	$4,992.00										121	$12,650.00
																				TOTAL	**578**	**$78,503.00**

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