AMERICAN FORK CITY COUNCIL
JULY 27, 2021
REGULAR SESSION AGENDA

The American Fork City Council will hold a regular session on Tuesday, July 27, 2021, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

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

COMMON CONSENT AGENDA

1. Approval of the June 22, 2021, city council minutes.
2. Approval of the July 13, 2021, city council minutes.
3. Approval of the authorization to release the Improvements Durability Retainer of $3,319.80 for KESLER SUBDIVISION, located at 435 East 200 North.
4. Ratification of city payments (July 7, 2021, to July 20, 2021) and approval of purchase requests over $25,000.

ACTION ITEMS

1. Review and action on the appointment of David James to the Senior Citizens Board.
2. Review and action on a lease agreement for property at 1120 North 150 West.
3. Review and action on an ordinance amending Sections 17.4.608.B and E of the American Fork City Development Code regarding requirements for mixed use development.
4. Review and action on a resolution approving an interlocal cooperative agreement with Utah County for substance misuse prevention services and Communities that Care prevention model.
5. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
    a. Review and action on an ordinance approving a commercial site plan for Key Bank/Crossroads at AF Phase 2, located in the vicinity of 607 West Main Street in the SC-1 Planned Shopping Center zone.

b. Review and action on an ordinance adopting the final plat and site plan of Dixie Farms Plat F-1 located at approximately 900 South 900 West in the PR 3.0 Planned Residential zone.
c. Review and action on an ordinance approving a commercial site plan Maverik, located at 500 East Auto Mall Drive in the PI-1 Planned Industrial zone.

6. Review and action on the CDBG Subrecipient Agreement for American Fork City Culinary Waterline Improvements - CDBG 9.
7. Review and action on a Cooperative Agreement with UDOT for Installation of Engine Brake Restricted Signs.
8. Review and action on an agreement with UPRR to design the 300 W Pacific Drive Intersection Project.
9. Review and action on an agreement with ROA General, Inc.
10. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
11. Adjournment

Dated this 22nd day of July 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
JULY 27, 2021

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

AGENDA ITEM Common consent consideration regarding authorization to release the Improvements Durability Retainer of $3,319.80 for KESLER SUBDIVISION, located at 435 East 200 North.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of $ 3,319.80 for KESLER SUBDIVISION. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Performance Guarantee - Kesler Subdivision(XLSX)
Durability_Release_Authorization-Kesler (PDF)

Name of Development: Kesler Subdivision

Date		Date		Date		Date		Date		Date		
6/30/2020	Final											

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	SITE PREPARATION																	
	Mobilization	1	LS	$700.00	$700.00	1	$700.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	UTILITIES (CULINARY, PI, & SEWER)																	
	Utility excavation, include road restoration for cut to acces tie-ins	1	LS	$8,155.00	$8,155.00	1	$8,155.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	STREETS																	
	Prep and install 4" asphalt	1	LS	$8,896.00	$8,896.00	1	$8,896.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	24" Curb & Gutter (4" untreated base course included)	100	LF	$52.64	$5,264.00	100	$5,264.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Remove and replace sidewalk	0	SF	$7.00	$0.00	0	$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	STORM DRAINAGE																	
	Sump and storm drain	1	LS	$8,683.00	$8,683.00	1	$8,683.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	CONSTRUCTION MANAGEMENT/MISC.																	
	As Builts	1	Each	$500.00	$500.00	1	$500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Traffic Control	1	LS	$500.00	$500.00	1	$500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Testing, Cleaning, Inspections	1	LS	$500.00	$500.00	1	$500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$33,198.00		$33,198.00		$0.00		$0.00		$0.00		$0.00		$0.00	**$0.00** Available for Release

10% Durability - retained at ICG release $3,319.80 Released 7/27/21 $3,319.80 Durability Period

ICG Amount **$36,517.80**

Recording Fees	**10-3470-500**		
Plat (Base)	1	$50.00	$ 50.00
Plus Per Lot	2	$2.00	$ 4.00
First Page		$10.00	$ -
Each Additional Page		$2.00	$ -
		Subtotal	$ 54.00

Street Lights	**10-4410-276**	
Street Lights		$ -

Total Fees **$54.00**

Total Bond & Fees **$36,571.80**

Attachment: Performance Guarantee - Kesler Subdivision (Durability Release)

IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for KESLER SUBDIVISION pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: $___3,319.80_____

PASSED THIS 27 DAY OF JULY , 2021

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization-Kesler (Durability Release)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on the appointment of David James to the Senior Center Board.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
Mayor Frost is recommending the appointment of David James to the Senior Citizen Board with a term ending 2024.

David James has lived in Utah and Idaho. He owned his own business management company. One of the businesses they focused on was carpet cleaning. David and his wife, Rhonda, have five children. They have recently returned from a mission for the Church of Jesus Christ of Latter-Day Saints in Kenya. David is a happy, personable man and delights in serving others. He has a smile on his face everywhere he goes.

BUDGET IMPACT
NA

SUGGESTED MOTION
I move to approve the appointment of David James to the Senior Citizen Board with a term ending 2024.

SUPPORTING DOCUMENTS

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on a lease agreement for property at 1120 North 150 West.

SUMMARY RECOMMENDATION
Staff recommends approval of a lease agreement between American Fork City and Jonathan and Carrie Marrott. The lease includes a portion of a city parcel located at 1120 North and 150 West.

BACKGROUND
Jonathan and Carrie Marrott wish to lease a portion of a city parcel adjacent to their property. This parcel is located at the north-east side of the intersection of 1120 North and 150 West.

The parcel totals roughly 2700 sq. ft (.06 acres) and runs along a single homeowners side yard. It is believed that at one point this city parcel was going to be a wider parkstrip, though the parkstip width does not continue east or west of the single parcel. For that reason, this parcel is an island that the city currently maintains.

The lease agreement will allow the use of the parcel to the adjacent homeowner for a period of 20 years or until the commencement of intersection improvements. The reason the city will continue to own this section is that the city may need an undermined portion of the property sometime in the future for a possible roundabout or other intersection improvements. If and when the intersection is constructed, the remaining unneeded parcel may be sold to the lessee.

As part of the lease agreement the homeowner agrees to maintain the entire parcel. The homeowner will take over the city's sprinkler system as-is, and agrees to remove the unused sidewalk on the north edge of the parcel.

BUDGET IMPACT
Negligible.

SUGGESTED MOTION
I move to approve a lease agreement with Jonathan and Carrie Marrott for a portion of city property located at 1120 North and 150 West.

SUPPORTING DOCUMENTS

Lease Agreement - 1120 North 150 West - Marrott (DOCX)
Lease Agreement - 1120 North 150 West - map (PDF)

LEASE AGREEMENT

This Agreement is made on this _____ day of _____, 2021 between the City of American Fork (hereinafter referred to as "Lessor") and Jonathan Marrott and Carrie Marrott (hereinafter collectively referred to as "Lessee").

RECITALS

WHEREAS, Lessor owns a certain parcel of real property located in American Fork, Utah, which is more particularly described in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein by this reference;

WHEREAS, Lessor currently maintains the Property;

WHEREAS, Lessee owns real property adjacent to the Property and desires to utilize the Property;

WHEREAS, Lessor desires to lease the Property to Lessee subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Property Description.
    a. The subject property to be leased is approximately two thousand seven hundred square feet (2,700 sq. ft.) of real estate located at approximately 1120 North 150 West in the City of American Fork, Utah, County of Utah, State of Utah, as shown on Exhibit A attached hereto (hereinafter referred to as the "Property").
2. Consideration.
    a. Lessee shall pay to Lessor an amount of Ten Dollars ($10.00) on or before August 1 of each year for use of the Property.
    b. Lessee agrees to be responsible for all maintenance and repair on the Property during the term of the lease.
    c. The Property is currently connected to Lessor's pressurized irrigation lines. Lessee shall remove the existing sprinkler system on the Property from Lessor's lines and connect the sprinklers to Lessee's lines within sixty (60) days of execution of this Agreement.
3. Term.
    a. The term of this Agreement shall be for a period of twenty (20) years from the date of execution of this Agreement ("Lease Term").

Attachment: Lease Agreement - 1120 North 150 West - Marrott (Lease Agreement at 1120 North 150 West - Marrott)

b. The Lease Term will terminate if or when:

   i. The Lease Term expires;

   ii. Lessee provides to Lessor 30 day notice of its intent to terminate the Agreement; or

   iii. Lessor provides to Lessee 30 day notice of its intent to terminate the Agreement.

c. It is expressly noted that it is Lessors intent to construct a roundabout on portions of the Property during the Lease Term. The Lease Term shall terminate upon commencement of such construction.

4. Taxes.

   a. Lessor shall be solely responsible for the payment of any property taxes levied against the Property by any federal, state, or local taxing entity during the term of this Agreement.

5. Insurance and Indemnification.

   a. Lessee agrees that at its own cost and expense, Lessee will maintain general liability insurance with limits not less than $500,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage or destruction in any one occurrence.

6. Alterations and Improvements.

   a. Except the construction of permanent buildings or fixtures, Lessee shall be permitted to make alterations and/or improvements to the Property, including the removal of the sidewalk on the North side of the parcel, at Lessees expense. Upon the expiration of the Lease Term, Lessee shall have the option to remove such alterations, decorations, additions or improvements made by it, provided any damage to Property resulting from such removal is repaired.

7. Severability.

   a. If any provision of this Agreement is held invalid by operation of law or by a Court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

8. Assignment; Sublease.

   a. Lessee shall not assign or transfer this Agreement, or any interest therein, and Lessee shall not sublet the Property or any portion thereof, without the prior written consent of Lessor.

9. Amendments.

   a. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each party hereto. Agreements to reasonable requests for modifications will not be unreasonably withheld, conditioned, or delayed.

Attachment: Lease Agreement - 1120 North 150 West - Marrott (Lease Agreement at 1120 North 150 West - Marrott)

10. Governing Law.

    a. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules. Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts.

11. Entire Agreement.

    a. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

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

Purchaser:	Seller(s):
AMERICAN FORK CITY	JONATHAN MARROTT
_____	_____
David Bunker *City Administrator, American Fork City*	
	CARRIE MARROTT
_____	_____
Bradley J. Frost *Mayor, American Fork City*	

Attachment: Lease Agreement - 1120 North 150 West - Marrott (Lease Agreement at 1120 North 150 West - Marrott)

Exhibit A



Attachment: Lease Agreement - 1120 North 150 West - map (Lease Agreement at 1120 North 150 West - Marrott)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on an ordinance amending Sections 17.4.608.B and E of the American Fork City Development Code regarding requirements for mixed use development.

SUMMARY RECOMMENDATION The planning commission unanimously recommended denial of the ordinance amending Sections 17.4.608.B and E of the American Fork City Development Code as stated in the attached minutes of the July 7, 2021 planning commission meeting.

BACKGROUND This development code text amendment applied for by Crescent Communities proposes several changes to the TOD zone as detailed in the attached application that aim to reduce mixed-use requirements. For further analysis, please refer to the attached application materials, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to deny the ordinance adopting an amendment to Section 17.4.608.B and E of the American Fork City Development Code regarding requirements for mixed use development.

SUPPORTING DOCUMENTS

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

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

DEVELOPMENT CODE TEXT AMENDMENT (orange)

Technical Review Committee Submittal Form

Project Name: RENDER American Fork by Crescent Communities

Location: 6899 W 7750 N American Fork, UT

Reason/Description: TOD Operational Overlay Retail Requirements

Utah County Parcel No(s): 13:041:0087, 13:041:0078, 13:041:0076

Property Owner Name: AF Utah, LLC

Property Owner Signature:

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

Name: Chris Simms

Address: 4831 Atlantic Blvd. Jacksonville, FL

Telephone: 704-941-8101 Fax:

Email: chrissimms@gmcapartmentlife.com

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

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

PAID $ 250
PLAN REVIEW DEPOSIT
6/24/21

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

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

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

Current Form as of 6-14-2016

Attachment: 1. Application (TOD Code Mixed Use Crescent)

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

☐	Proposed/revised text language you are suggesting? (typewritten)
☐	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)

Link to Development Code

- https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances
- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

Attachment: 1. Application (TOD Code Mixed Use Crescent)

Mixed-Use: Proposed Text Amendments (Explanation)

What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code?

The proposed text amendments to the TOD Zoning are intended to address corrections which are deemed necessary due to the conflict that exists between what the zoning requires in regard to the delivery of mixed-use and market forces which are in and of themselves are a form of developer regulation which demands the opposite.

The Sections in question, which should be considered for amendment are Sections 17.4.608.6.B.1.e.(5) AND 17.4.608.E.4.a. These two Sections are identical and read as such:

> For buildings within the Mixed-Use Core sub-district, all buildings abutting 200 South shall have an equivalent of 100% ground floor area designated for office and/or retail use (Table 6E-Building Use). For all buildings within project areas abutting streets other than 200 South, an equivalent of 25% ground floor area shall be designated for office and/or retail use (Table 6E-Building Use). The 25% equivalent may be satisfied collectively in one building or dispersed throughout the project area in various buildings. Delivery of the office/retail use shall occur no later than at completion of 75% build-out of any residential portions of the project area.
>
> [Added: 03-10-20 | 02-23-21]

The proposed amendments are as follows with accompanying commentary which shall be shown in ORANGE:

- Street types (as identified by the Operational Overlay), within the Transit Mixed-Use Core District, which require the 25% mixed-use requirement shall consist of the following:

  1) Business-Core Loop

  2) Core Collector

- Local TOD Roads are specifically for connectivity purposes only and shall be exempt from the 25% mixed-use requirement.

To date, there has been unintended consequence associated with the new requirement for mixed-use on all streets in the Transit Code District, which has led to discouraging the creation of internal streets within blocks. The requirement being tied to all buildings on all streets in the Transit Core District seems to have steered design to create surface parking internal to blocks so that there is not an extrapolation of generating more mixed-use which the market will already be challenged in being able to support in the present.

Attachment: 1. Application (TOD Code Mixed Use Crescent)

The problem is not one just of quantity. It is also one of location. Many of the areas where potential streets should be located are ill-equipped to provide viable mixed-use. Demanding mixed-use that doesn't have the opportunity to succeed benefit nobody. We believe that providing clarity to the requirement would be useful if it was tied to the street types where the greatest opportunity for success can be found, which would simultaneously eliminate the delivery of mixed-use in non-viable locations and reduce the required demand which doesn't match market conditions.

- All building uses identified in Table 6E – Building Use (sub-categories B through F), associated with LT-6 through LT-9 shall be recognized as qualified mixed-use opportunities when paired with other compatible uses within the same building. Childcare Centers are also allowable.

We believe specific clarification as to what uses qualify in meeting the mixed-use requirement would be helpful. This is easily done by working with Table 6E – Building Use and identifying which can be realistically paired with residential uses in a ground floor scenario.

- Residential and/or multi-family amenity uses may be permitted within the required ground floor area in lieu of a potential mixed-use if the ground floor is designed so that it can later be converted to an allowable mixed-use in the future. To accommodate this conversion, the shell space of the ground floor shall be built to an occupancy standard required by the applicable Building Code that can accommodate conversion of the interior space to a future permitted mixed-use.

  1) The following additional requirements shall apply to the ground floor space if used for residential and/or multi-family amenity uses:

     i. The shell space shall be at least twelve feet (12') in height;

     ii. All ground floor access points shall run parallel to, have direct access to, and be easily seen from the sidewalk;

     iii. Any ground floor access points shall be ADA accessible; and

     iv. *Ground floor access shall include a porch, patio, stoop or other allowable* private frontage type (refer to Table 6B – Private Frontages).

To further address the relationship between government policy and market demands, while preserving for future opportunities for mixed-use to exist when conditions are more robust,

Attachment: 1. Application (TOD Code Mixed Use Crescent)

mature and supportive of additional mixed-use capacity we believe incorporating parameters for designing ground floor space that has the ability to serve an existing use, where demand exists, that can convert in time to a qualified mixed-use opportunity in the future will be mutually beneficial. The proposed language (above) works to deliver this opportunity by identifying design conditions which will allow for the transition between use types through future tenant improvements.

- Single-story buildings aren't permitted in meeting the mixed-use requirements of 6.02.1.e.v.

With the text amendments that were made on March 10, 2020, minimum building heights were added to Lot Types associated with the Transit Core (LT-6 through LT-9) to ensure the delivery of ground floor mixed-use in a vertical mixed-use arrangement. The above recommendation is simply addressing this point with more clarity, so the detail isn't missed by others in the future.

- Work/Live units are allowed as an acceptable mixed-use option. Work/Live units must include its primary entrance to run parallel to, have direct access to, and be easily seen, from the sidewalk.

The city has approved the use of Work/Live buildings as a building type that can meet the mixed-use requirement. We believe formalizing this as part of these text amendments is the right thing to do for the city and the development community.

Attachment: 1. Application (TOD Code Mixed Use Crescent)

Hearing, review and action on various amendments to Section 17.4.608.B and E of the American Fork City Development Code regarding requirements for commercial within the TOD Core.

The Council recently approved an amendment allowing clustering of commercial uses on streets other than 200 South within the TOD “mixed use core” area. Clarification was given that the 25% equivalent requirement may be clustered into one building or dispersed in separate buildings throughout a project.

The Code as amended currently reads: For buildings within the Mixed-Use Core sub-district, all buildings abutting 200 South shall have an equivalent of 100% ground floor area designated for office and/or retail use (Table 6E-Building Use). For all buildings within project areas abutting streets other than 200 South, an equivalent of 25% ground floor area shall be designated for office and/or retail use (Table 6E-Building Use). The 25% equivalent may be satisfied collectively in one building or dispersed throughout the project area in various buildings. Deliver of the office/retail use shall occur no later than at completion of 75% build-out of any residential portions of the project area.

Crescent Communities proposes further amendments relating to the 25% equivalent commercial requirement. The proposed amendments are included in black text in the following submittal materials. The proposed amendments seek to: (1) reduce the 25% equivalent requirement to apply only to certain streets; namely, the business-core loop and core collectors (of which, there are two), (2) identifying and clarifying building use that can be included in the mixed use requirement, (3) allowing ground floor space in structures for multi-family residential to be initially used for residential purposes but with the potential for conversion to future commercial use; provided that certain specifications are met, (4) prohibition of single-story buildings from meeting the mixed use requirement, and (5) formally allowing the use of work/live units to meet the 25% equivalent requirement.

The applicants will speak to the proposed amendments. Staff’s main concern lies in the reduction of applicable streets to which the mixed-use requirement applies, as well as the allowance of residential uses on ground floor levels with the assumption that one day they may convert to commercial uses. The other provisions as put forth by the applicant seem to be workable.

Potential Motions

APPROVAL

Mr. Chairman, I move that we recommend approval of the proposed amendments, with the exception of numbers 1 and 3 above. (Staff recommendation)

Attachment: 2. Staff Report (TOD Code Mixed Use Crescent)

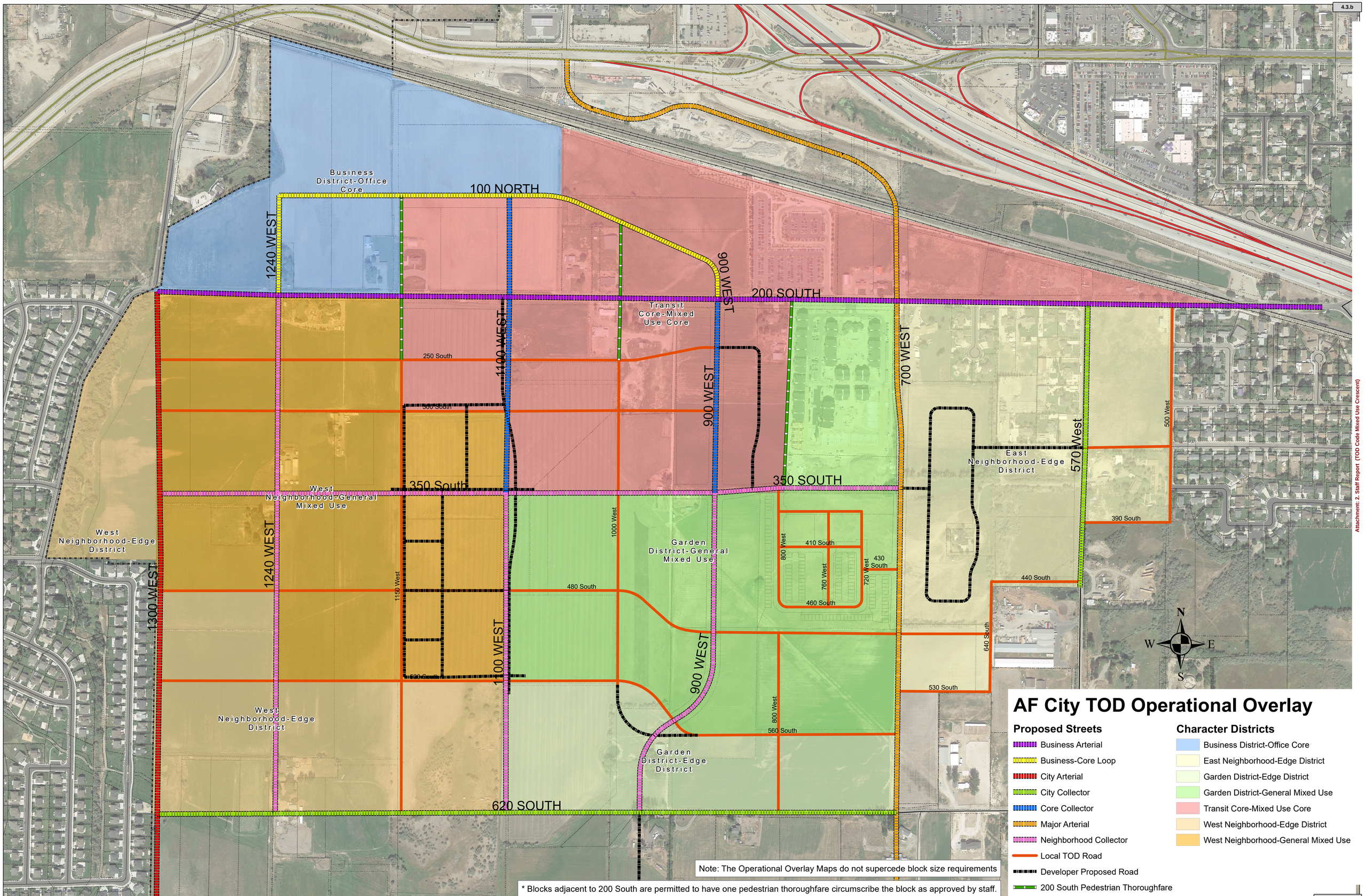
DENIAL

Mr. Chairman, I move that we recommend denial of the amendments.

TABLE

Mr. Chairman, I move that we table action on the amendments.

Attachment: 2. Staff Report (TOD Code Mixed Use Crescent)



AF City TOD Operational Overlay

Proposed Streets

- Business Arterial
- Business-Core Loop
- City Arterial
- City Collector
- Core Collector
- Major Arterial
- Neighborhood Collector
- Local TOD Road
- Developer Proposed Road
- 200 South Pedestrian Thoroughfare

Character Districts

- Business District-Office Core
- East Neighborhood-Edge District
- Garden District-Edge District
- Garden District-General Mixed Use
- Transit Core-Mixed Use Core
- West Neighborhood-Edge District
- West Neighborhood-General Mixed Use

Note: The Operational Overlay Maps do not supercede block size requirements

* Blocks adjacent to 200 South are permitted to have one pedestrian thoroughfare circumscribe the block as approved by staff.

Attachment: 2. Staff Report (TOD Code Mixed Use Crescent)

Mr. Hunter thought that the existing ditch was evaluated for additional flows, he believes it was approved in the first plat.

Mr. Trevor Hodgson, engineer representing Roderick Enterprises, isn't sure regarding the dates of the resubmittal, he can't speak to that issue.

Public Hearing Opened

No comments were received.

Public Hearing Closed

Mr. Christiansen moved to recommend tabling action of the commercial site plan for Roderick Catalyst Business Park, Phase 3, with the finding listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering report.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Jenny Peay	**Aye**
Bruce Frandsen	**Aye**
Rod Brocious	**Aye**

The motion passed.

5. Hearing, review and action on amendments to Sections 17.4.608 B and E of the American Fork City Development Code regarding requirements for mixed-use development

Mr. Olsen informed commissioners that the council recently approved an amendment allowing clustering of commercial uses on streets other than 200 South within the TOD "mixed-use core" area. Clarification was given that the 25% equivalent requirement may be clustered into one building or dispersed in separate buildings throughout a project.

The Code as amended currently reads: For buildings within the Mixed-Use Core sub-district, all buildings abutting 200 South shall have an equivalent of 100% ground floor area designated for office and/or retail use (Table 6E-Building Use). For all buildings within project areas abutting streets other than 200 South, an equivalent of 25% ground floor area shall be designated for office and/or retail use (Table 6E-Building Use). The 25% equivalent may be satisfied

Attachment: 3. Minutes (TOD Code Mixed Use Crescent)

collectively in one building or dispersed throughout the project area in various buildings. Delivery of the office/retail use shall occur no later than at completion of 75% build-out of any residential portions of the project area.

Crescent Communities proposes further amendments relating to the 25% equivalent commercial requirement. The proposed amendments are included in black text in the submittal materials. The proposed amendments seek to: (1) reduce the 25% equivalent requirement to apply only to certain streets; namely, the business-core loop and core collectors (of which there are two), (2) identifying and clarifying building use that can be included in the mixed use requirement, (3) allowing ground floor space in structures for multi-family residential to be initially used for residential purposes but with the potential for conversion to future commercial use; provided that certain specifications are met, (4) prohibition of single-story buildings from meeting the mixed use requirement, and (5) formally allowing the use of work/live units to meet the 25% equivalent requirement.

The applicants will speak to the proposed amendments. Staff's main concern lies in the reduction of applicable streets to which the mixed-use requirement applies, as well as the allowance of residential uses on ground floor levels with the assumption that one day they may convert to commercial uses. The other provisions as put forth by the applicant seem to be workable.

The first area applicant wants to amend is the streets requirement. They want the 25% commercial requirement to only be applicable to the business core loop and core collector streets. This would effectively reduce the 25% equivalent requirement to the blue and yellow roads on the north and south instead of applying to all streets except 200 South. Applicant also wants to identify and clarify which uses fit within the mixed-use requirement. Staff is fine with this clarification. They further propose that within higher density developments, any ground floor development could be used for residential purposes and may convert one day to commercial use, and they have proposed standards. Additionally, there would be a prohibition on single-story buildings meeting the commercial requirement, which staff is also fine with. Finally, they propose to allow live/work units to count towards the commercial use requirement.

Staff is particularly opposed to amending the streets requirement and allowing flex-space conversion from commercial to residential. Once something starts as one use it is hard to change and convert to another.

Ms. Anderson asked about switching space from residential use to commercial use, would applicant be able to switch any other main-level residential to commercial, can they go above 25%?

Mr. Olsen replied that they could if they wanted, but higher building standards are required for a commercial appearance.

Mr. Frandsen asked how clustering the commercial requirement works when a project is built in different phases. Mr. Olsen said that the developer will give an initial plan of the entire picture.

Attachment: 3. Minutes (TOD Code Mixed Use Crescent)

How they phase it is up to them, with the caveat that council has said the commercial component has to be delivered before project is at 75% buildout.

Mr. Mike Hathorne, representing Crescent Communities, feels that the mixed-use part of the code constitutes a big problem as it is written. The struggle as he sees it is that the mixed-use requirement doesn't work well with the other regulatory forces. A developer has to abide by zoning requirements but is also subject to real estate market forces. A balance of the two is necessary for anything to progress. He stated that nineteen developers have walked out when they understood the mixed-use component as written. The code is intended to generate quantity, based on streets and buildings, it doesn't conform with market forces. He had a conversation with Zions Finance showing that demand for non-residential uses since 2000 has dropped from 25 to 20 sf per person before covid. In 2020 that number had dropped to 15 sf per person. If the mixed-use component is designed to generate quantity and the developer can't hone in on what the demand will be, they will either walk away or do things to work around the code. Crescent Communities is willing to try and tackle the issue and see if they can make something work. If there can't be a balance between zoning regulations and market forces, they will have to leave as well. The first issue is with the commercial requirement related to street frontage. If there was a market study done to understand demand in the area, that would give something to work with. In trying to address the street issue, they recognize that if a developer adds streets that affect how much mixed-use they have to provide, they will try to work around this by reducing the number of streets and thus connectivity which is desirable to the city. Ground floor flex space that can convert when the market becomes favorable for commercial use preserves the opportunity rather than forcing something now that won't work. One developer will end up delivering a building that will probably sit as a vacant shell and be unrentable for the present. Amenities such as rental offices, community rooms, etc. could be converted to commercial use when the market is there. The other work around for developers is minimizing the amount of ground floor space to reduce unviable space. The fact is that they have to be able to get funding for their projects. Lastly, the other amendments are just clarifications that are relatively easy or non-issues. Live/work units already have precedent in fulfilling this requirement. Flex space is identical to live/work units. These proposals preserve the opportunity while allowing development to move forward. Basically this is a conflict between zoning regulations and market forces.

Chairman Woffinden pointed out that Mr. Hathorne wrote the original TOD document and asked if his intent is to fine-tune it.

Mr. Hathorne replied that he has been hired to make the mixed-use language more conducive to development.

Ms. Peay asked if he has changed similar language in other cities.

Mr. Hathorne said he was adamant from the beginning that this was the wrong approach, the market needs to be allowed to lead rather than be superseded by regulation. The way it is written today this area will take years to come to fruition. He said we need to look at this holistically. If

Attachment: 3. Minutes (TOD Code Mixed Use Crescent)

you're tying mixed-use to streets, developers will elect not to put in more streets. You don't want to dismiss streets, so we need to figure out how to make the project viable. They are trying to figure out how to make the mixed-use most viable and successful.

Mr. Olsen gave background perspective that the core of the TOD is where you have the most density. The council wanted to see the mixed uses and not only high-density residential.

Mr. Hathorne said that as presently written, the TOD district will remain fallow until changes are made and the market catches up, which could be years. There is a lot of interest, but when developers see the mixed-use requirement, they're out. What the council wants is admirable, but there are more tools available. Flex-space is a good solution until demand catches up, then commercial uses will appear because commercial rents are higher than residential. Developments in Salt Lake City are using flex-space as a way to bridge the gap between the present and the future. They feel like it's a good fix.

Mr. Frandsen asks how many acres are in this parcel, Mr. Hathorne answers that there are ten.

Mr. McKay Quinn, of Crescent Communications, adds that the property they are interested in fronts all of 900 West. They propose to maintain the 25% commercial requirement there. 250 South and 300 South is where the commercial requirement is a burden that the market can't bear.

Chairman Woffinden asked how other cities enforce the commercial requirement.

Mr. Quinn has experience with the University Parkway project in Provo where they built the ground floor with 12 ft ceilings as flex space. The use is currently residential but will switch to commercial, which will be more profitable, when the market drives it. Another anecdotal example is Daybreak, a master-planned community of 6000 homes which has been 17 years in development. There are another 13,000 homes planned with a main commercial road. Only now, 17 years in, are they starting phase 2 of the commercial components. It will come, but it may take several years, after the residential is built.

Mr. Hathorne added that 200 South will take a while to come into being with the 100% commercial requirement.

Mr. Frandsen is concerned, he thinks it is a possibility that we are being asked to make a change that may be in effect for a buyer that might walk away.

Mr. Hathorne noted that regardless of buyer, the same requirements are in place.

Ms. Anderson expressed her feelings that the job of the commissioners is to look ahead and make choices that are best for the city. The mixed-use component is there for a reason. The vision of a mixed-use community is that we are trying to reduce vehicles. Under applicant's proposal, 900 West and 1100 West would be the only ones with a mixed use. She feels that the job of city officials is to plan, stick to a cohesive plan and the optimal design and not be floppy. We certainly could fill up the area tomorrow, but it won't be what we wanted. This may mean

Attachment: 3. Minutes (TOD Code Mixed Use Crescent)

that developers have to learn a new way to develop projects, but we need to be committed to keeping the mixed-use design in the TOD core.

Mr. Frandsen agreed, it would be easy to do away with the TOD zone and let the market buy and sell and develop in a market-driven way. However, the result would not be what we've determined we want.

Mr. Brocious pointed out that the code originally called for commercial to be delivered at 50% buildout, then the city moved to 75% to give more flexibility.

Mr. Frandsen asked how many rooftops it takes to drive commercial development.

Mr. Hathorne replied that formulas and information given by Zions and Crescent Communities ends up at around 8,000 sf of non-residential space. As he sees it, the main issues are building footprints and streets. Developers will try and make it work by reducing streets and footprints.

Ms. Anderson agreed that this is a new concept. We haven't done it before, but it is a valuable vision to stick to.

Mr. Hathorne agreed, but thought that the way it is written needs to be fixed in the interests of the city.

Ms. Anderson pointed out that the amendment consists of five points, and she has no issues with three of them. All but items 1 and 3 she can agree to. She doesn't think that reducing the number of streets requiring commercial would benefit the core, and she doesn't think the flex space is a good solution. Once a use starts out as residential, there's no guarantee of a commercial component coming to fruition.

Mr. Hathorne asked if amenity functions of multi-family can be utilized on the ground floor. It's not a true mixed-use function but is necessary space.

Ms. Anderson clarified that such amenity space would only serve the residents of that building, and not the whole community.

Public Hearing Opened

Mr. Grant Lefgren has TOD property adjoining this parcel, he has also noticed that there are some unintended consequences of the TOD code. He agreed that developers are trying to avoid the interior streets because of the commercial requirements. He thinks it is worth listening to the developers to understand what is making sense for them and what is not.

Ms. Anderson agreed that the city wants connectivity, what kind of options are there in the code so that we can have that and still have mixed-use requirements not only on the core connectors?

Attachment: 3. Minutes (TOD Code Mixed Use Crescent)

Mr. Olsen replied that our mixed-use requirements keep getting chipped away. None of the projects have a mixed-use component, they're strictly residential. If the city wants a bunch of high-density apartments, that's easy. How do we ensure the city gets what it wants?

Ms. Janeen Ledkins doesn't feel like she has a horse in this race, and she doesn't necessarily want the TOD project. As a small business owner, she wants her tax preparation business to be accessible to her customers who will come in from out of the area. She asked if the city has done a study of what kind of business will be there. She thinks maybe hair salons, coffee shops, etc would be appropriate. She is of the opinion that we should keep commercial to the bigger streets where there is parking, because people want convenience.

Mr. Quinn noted that they see the value of mixed-use, it's just a matter of timing and how much is required. The way the code is currently written is a big burden to carry.

Mr. Christiansen was a part of the creation of the code, he stated that a lot of time and effort went into this vision. He felt that it would be an injustice to erode it. He wants to maintain the original vision, while also understanding that developers will bring issues to our attention. He doesn't think the city is ready to make wholesale changes. That's why this process exists, commissioners need developers' feedback to understand market conditions, but we've always known we have to respect the vision we've worked toward.

Mr. Olsen added that developer-driven amendments can show us the blind spots, things we can address. However, it needs to be a balance with what the council wanted for this area. He thinks most of the amendments are fine, he will support commissioners and council however they wish to move forward.

Ms. Anderson thanks applicants for bringing forward their concerns. The code is a living document and city leaders can make beneficial changes as needed.

Public Hearing Closed

Mr. Frandsen moved to recommend denial of the proposed amendments.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Jenny Peay	**Aye**
Bruce Frandsen	**Aye**
Rod Brocious	**Aye**

The motion passed.

Attachment: 3. Minutes (TOD Code Mixed Use Crescent)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on a resolution approving an interlocal cooperative agreement with Utah County for substance misuse prevention services and Communities that Care prevention model.

SUMMARY RECOMMENDATION
Staff would recommend approval of the interlocal agreement.

BACKGROUND
Communities that Care is a data-driven community prevention program to address violence, alcohol, drug and tobacco related problems, primarily for the youth. It has been proven successful in several communities in Utah and Nationwide.

This interlocal agreement is a renewal of the Communities that Care Interlocal agreement that has been approved by the City Council in 2019 and 2020.

BUDGET IMPACT
See interlocal agreement.

SUGGESTED MOTION
I move to approve the resolution authorizing the Mayor to sign the interlocal agreement with Utah County for substance misuse prevention services and the Communities that Care prevention model.

SUPPORTING DOCUMENTS

Interlocal Agreement - Communities that Care Resolution (DOCX)
Coimmunities that Care agreement (PDF)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT (AGREEMENT NO. 2021-556) BETWEEN UTAH COUNTY AND AMERICAN FORK CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT CARE PREVENTION MODEL.

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101. et seq., 1953 as amended, public agencies, including political subdivisions of the State of Utah as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the City Council of American Fork, Utah, has determined that it is in the public interest and welfare of residents of American Fork City that American Fork engage in an interlocal cooperation agreement and amendment between American Fork City and Utah County for the project known as the Substance Misuse Prevention Services and Communities that Care Prevention Model.

NOW, THEREFORE, be it resolved by the City Council of American Fork, Utah, that the interlocal agreement (Agreement No. 2021-556) between American Fork City and Utah County concerning the project known as the Substance Misuse Prevention Services and Communities that Care Prevention Mode, is hereby accepted and approved by the City Council of American Fork, Utah, and the Mayor is authorized to execute and the City Recorder to attest to the execution of said amendment for and on behalf of American Fork City.

This resolution shall take effect immediately upon its approval and adoption by the City Council of American Fork, Utah.

Approved and adopted the 27th day of July, 2021.

ATTEST: Bradley J. Frost, Mayor

Terilyn Lurker, Recorder

Attachment: Interlocal Agreement - Communities that Care Resolution (Communities that Care Interlocal Agreement - 2021)

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Agreement No. 2021 - 556

INTERLOCAL COOPERATION AGREEMENT WITH AMERICAN FORK CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNTIES THAT CARE PREVENTION MODEL FOR FY22

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department, (UCHD) 100 East Center Street, Provo, Utah 84601 and the municipality of American Fork City, 51 E Main Street, American Fork, Utah 84003, municipal corporation and a political subdivision of the State of Utah.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and American Fork City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2021 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2021 hereof until June 30, 2022. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the American Fork City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

a. To coordinate with American Fork City to employ a part-time (up to 20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community.

b. To provide funding to American Fork City to employ a CTC coordinator as

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

follows: To provide funding to American Fork City to continue to build capacity within CTC coalition: Utah County will provide American Fork City thirteen thousand dollars ($13,000) for the CTC Coordinator position/costs and thirteen thousand ($13,000) for coalition capacity building for the period of July 1, 2021 through June 30, 2022. American Fork City will provide a yearly minimum match of ten thousand dollars ($10,000).

c. To establish and maintain the Communities that Care system within American Fork City and to work with UCHD to ensure the CTC model is being implemented with fidelity through the five phases of CTC (http://www.communitiesthatcare.net/).

d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. CTC coordinator position costs/salary.
2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCHD.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
   a. CTC module trainings

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

b. State CTC trainings
c. Food/mileage/supplies

2. Travel/Training, including but not limited to Utah Fall Substance Abuse Conference and National Prevention Network Conference for coordinator and coalition members
   a. Mileage, airfare, per diem, registration, lodging and transportation

3. Town hall/community education events
   a. Advertising, food and recognition awards, coalition needs

4. Workgroup activities
   a. Evaluation contract
   b. Data collection
   c. Meeting costs

5. Minor equipment under $600.00

Section 6. Interlocal Requirements

1. CTC Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
2. CTC Coordinator will attend state/county CTC trainings as prioritized by UCHD and Coordinator.
3. Incorporate CTC benchmarks and phases as foundation of fidelity.
4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
5. Develop and use by-laws and organizational structure to direct coalition.
6. Coordinator will record all completed prevention activities in the DUGS data system within seven days of service.
7. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month. **Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2022** will not be considered for payment.
8. A bi-annual narrative report (1 page) identifying completed benchmarks and current status of action plan due December 31, 2021.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of American Fork City records and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section15. Committees.

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, American Fork City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As American Fork City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of American Fork City.

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

a) All American Fork City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives.

b) Failure of the city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend $500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.

d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, any pass-thru entity and/or the General Accounting Office.

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Signatures on following page]

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2021-555, authorized and passed on the 16th day of June 2021.

American Fork City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2021.

APPROVED AND ADOPTED this 16th day of July 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:
By: William C. Lee 6/18/2021
F54707765933462...
William C. Lee, Chairman Date

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

DocuSigned by:
By: Alice Black 6/24/2021
2937075D91C74DB...
Deputy Date

American Fork City

DocuSigned by:
By: BRAD FROST 6/24/2021
DAA5236116924B1...
Mayor Date

APPROVED AS TO FORM:
DAVID O. LEAVITT
Utah County Attorney

DocuSigned by:
By: 6/17/2021
B2D92CE347C04B9...
Deputy County Attorney Date

By: _____
American Fork City Recorder

APPROVED AS TO FORM:

By: _____
American Fork City Attorney Date

Attachment: Coimmunities that Care agreement (Communities that Care Interlocal Agreement - 2021)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on an ordinance approving a commercial site plan for Key Bank/Crossroads at AF Phase 2, located in the vicinity of 607 West Main Street in the SC-1 Planned Shopping Center zone.

SUMMARY RECOMMENDATION This item has been placed on the agenda to facilitate the developer's project timeline. The planning commission will make a recommendation on this item at its July 21st, 2021 regular session and a verbal report will inform the city council about the planning commission's recommendation.

BACKGROUND The applicant proposes an additional building pad intended for a retail bank and additional parking and stacking for existing businesses. For further analysis, please refer to the attached site plan, staff report.

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

SUGGESTED MOTION I move to adopt the ordinance approving a commercial site plan for Key Bank/Crossroads at AF Phase 2, located in the vicinity of 607 West Main Street in the SC-1 Planned Shopping Center zone with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the July 21, 2021 planning commission meeting.

SUPPORTING DOCUMENTS

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

ORDINANCE NO.

AN ORDINANCE APPROVING THE SITE PLAN FOR KEY BANK/CROSSROADS AT AF PHASE 2 LOCATED AT 607 WEST MAIN STREET

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

A. The site plan for Key Bank/Crossroads at AF Phase 2 as set forth in the attachment, is hereby approved.

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

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

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

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

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

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 27th DAY OF JULY, 2021.

Brad Frost, Mayor

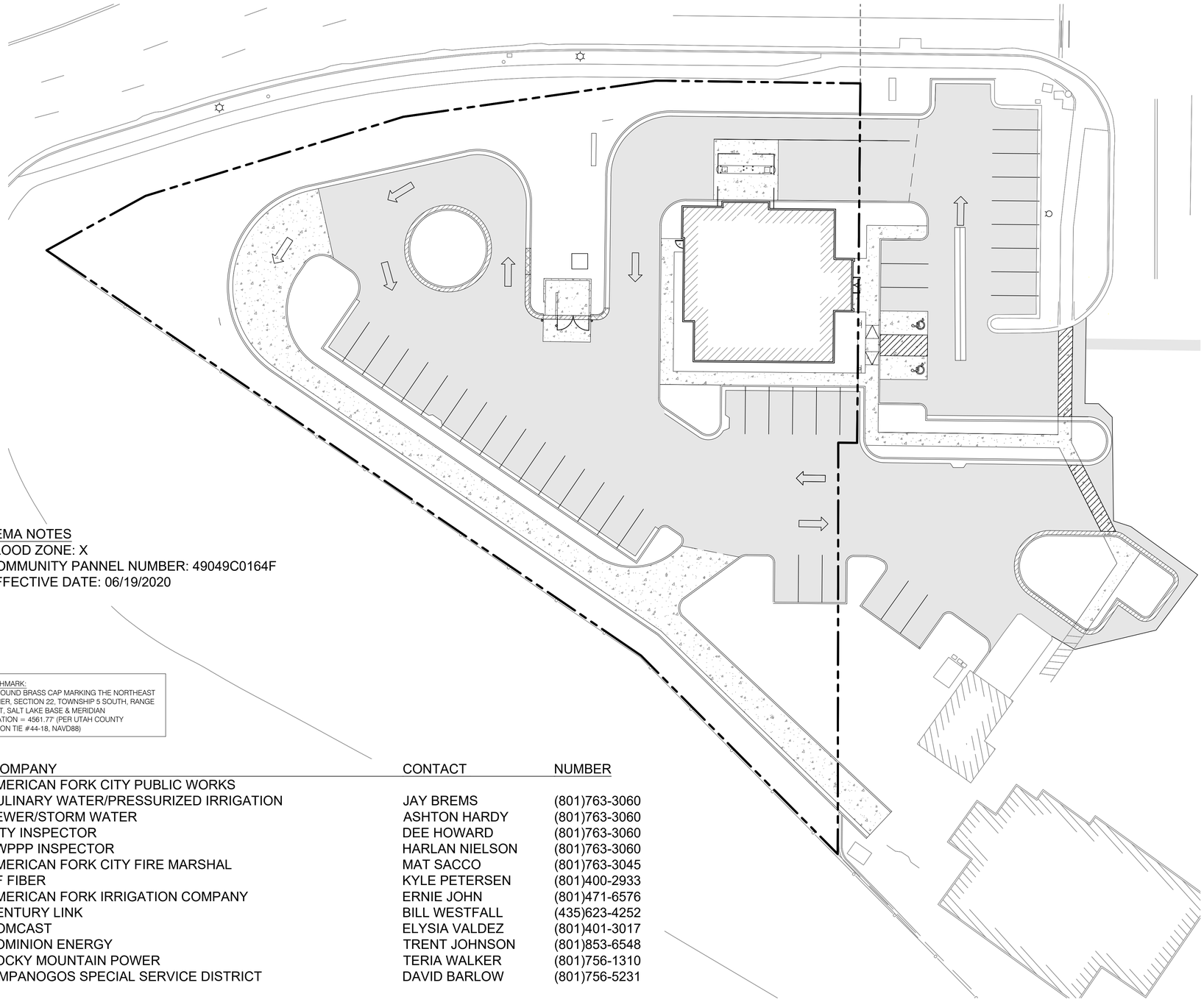
ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Key Bank Site Plan)

DW ASSOCIATES, LLC

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

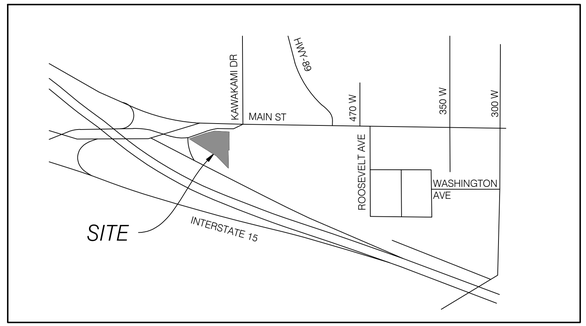


NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.



VICINITY MAP
N.T.S

OWNER/DEVELOPER:
WGT AMERICAN FORK HOLDINGS, LLC
STEVE TATE - TATE PROPERTIES
PO BOX 1153
CENTERVILLE, UT 84014
801-712-9524
STEVE@TATEPROPERTIES.COM

DRAWING INDEX

COVER	COVER SHEET
CGN.01	GENERAL NOTES, LEGEND & ABBREVIATION
CSP.01	SITE PLAN
CSP.02	QUEUING SITE PLAN
CDP.01	DEMO PLAN
CUP.01	UTILITY PLAN
CGD.01	GRADING & DRAINAGE PLAN
CEP.01	EROSION CONTROL PLAN
CEP.02	EROSION CONTROL DETAILS
CDT.01	DETAILS & NOTES
CDT.02	DETAILS & NOTES
CDT.03	DETAILS & NOTES

FEMA NOTES
FLOOD ZONE: X
COMMUNITY PANNEL NUMBER: 49049C0164F
EFFECTIVE DATE: 06/19/2020

BENCHMARK:
THE FOUND BRASS CAP MARKING THE NORTHEAST CORNER, SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
ELEVATION = 4561.77' (PER UTAH COUNTY SECTION TIE #44-18, NAVD88)

COMPANY	CONTACT	NUMBER
AMERICAN FORK CITY PUBLIC WORKS		
CULINARY WATER/PRESSURIZED IRRIGATION	JAY BREMS	(801)763-3060
SEWER/STORM WATER	ASHTON HARDY	(801)763-3060
CITY INSPECTOR	DEE HOWARD	(801)763-3060
SWPPP INSPECTOR	HARLAN NIELSON	(801)763-3060
AMERICAN FORK CITY FIRE MARSHAL	MAT SACCO	(801)763-3045
AF FIBER	KYLE PETERSEN	(801)400-2933
AMERICAN FORK IRRIGATION COMPANY	ERNIE JOHN	(801)471-6576
CENTURY LINK	BILL WESTFALL	(435)623-4252
COMCAST	ELYSIA VALDEZ	(801)401-3017
DOMINION ENERGY	TRENT JOHNSON	(801)853-6548
ROCKY MOUNTAIN POWER	TERIA WALKER	(801)756-1310
TIMPANOGOS SPECIAL SERVICE DISTRICT	DAVID BARLOW	(801)756-5231

CIVIL CONSTRUCTION PLANS

BENCHMARK CIVIL

PROFESSIONAL ENGINEER
No. 11366633
ALLISON G. ALBERT
STATE OF UTAH
7/9/21

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

DW ASSOCIATES, LLC
621 W MAIN ST
AMERICAN FORK, UTAH

DRAFT: MNJ	DESIGN: MNJ	CHECK: MCP
DATE: 09/14/2020	DATE: 02/26/2021	DATE: 02/26/2021

No.	DATE	DESCRIPTION
1	06/21/21	CHANGES PER CITY REDLINES
2	07/4/21	CHANGES PER CITY REDLINES

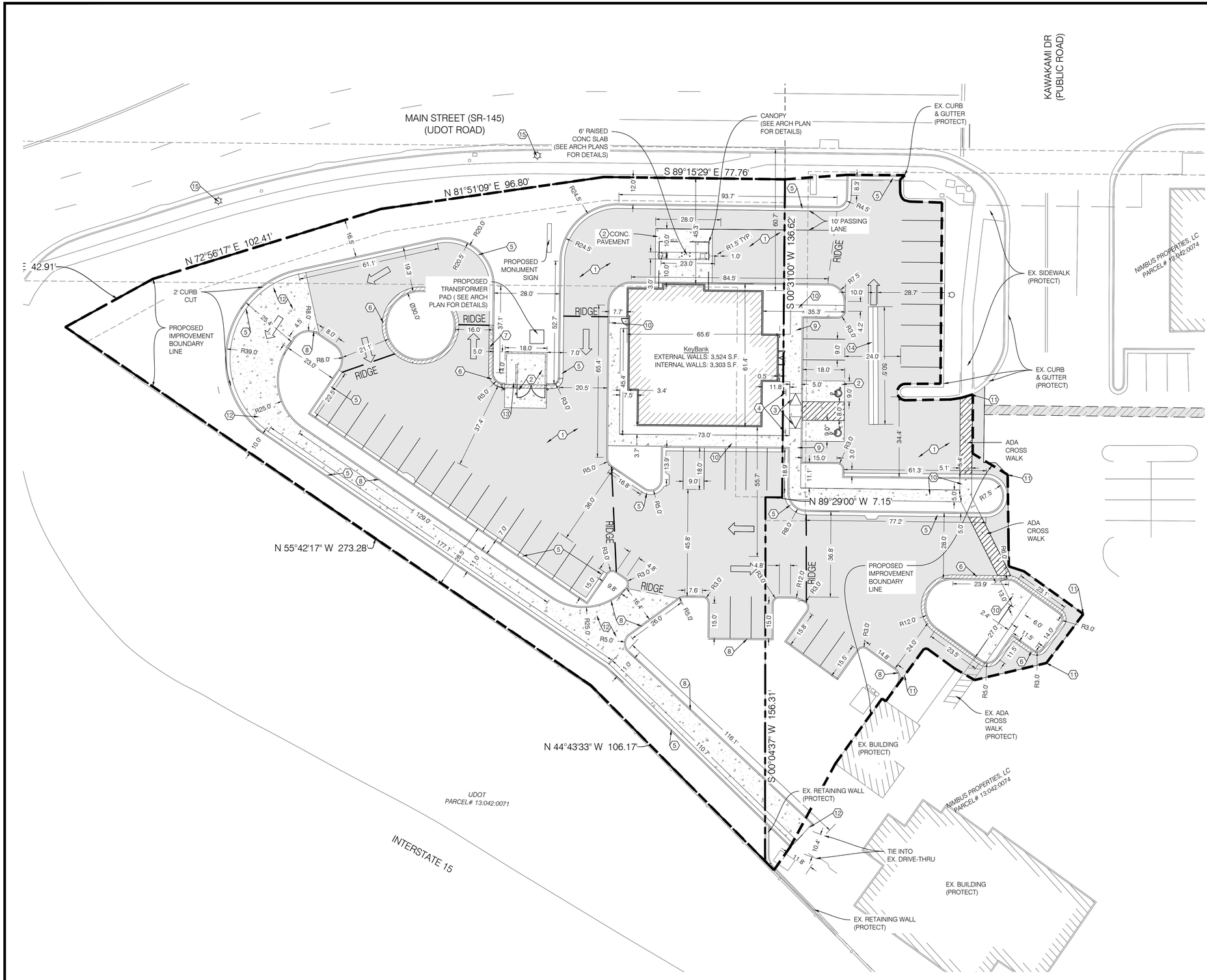
PROJECT NO. 1909248

COVER

1 OF 12

BENCHMARK ENGINEERING CONTACT: ALLISON G ALBERT, PE

Attachment: 2. Site Plan (Key Bank Site Plan)



NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.

No.	DATE	DESCRIPTION
1	06/21/21	CHANGES PER CITY REDLINES
2	07/21/21	CHANGES PER CITY REDLINES

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

DRAWN BY: MNJ
CHECKED BY: MCP
FIELD CREW: SURVEY
DATE: 02/10/2021
DWG FILE: 1909248_SITE

0 0.5 1

PROFESSIONAL ENGINEER
7/19/21
No. 11366633
ALLISON G. ALBERT
STATE OF UTAH

CONSTRUCTION KEY NOTE REFERENCE

NO.	DESCRIPITON	DETAIL
1	ASPHALT PAVEMENT WITH GRANULAR BASE	1/CDT.01
2	CONCRETE PAVEMENT WITH GRANULAR BASE	1/CDT.01
3	ADA RAMP	1/CDT.02
4	ADA SIGN	1/CDT.02
5	CATCH CURB AND GUTTER PER APWA #205 (TYPE A)	
6	RELEASE CURB AND GUTTER	2/CDT.01
7	TRANSITION CURB AND GUTTER	
8	CURB WALL	6/CDT.01
9	INTEGRAL SIDEWALK	4/CDT.01
10	5.0' SIDEWALK	
11	SAWCUT PER AMERICAN FROK CITY STDS DETAIL	
12	CONCRETE PAVEMENT	1/CDT.01
13	DUMPSTER PER AMF STD DETAIL	3/CDT.03
14	4' WATERWAY PER APWA #211	
15	NEW STREET LIGHT PER AF CITY STDS.	

PROPOSED IMPROVEMENTS AREA TABLE

PARTICULARS	S.F.	%
BUILDING	3,524	5.20
HARDSCAPE	40,476	59.76
LANDSCAPE	23,728	35.03
TOTAL	67,728	100

NOTE:
SLOPE ACROSS THE ACCESSIBLE PARKING STALLS & ACCESS ISLE SHALL NOT EXCEED A 1:48 (2.00%) SLOPE, THE MAX GRADE DIFFERENCE BETWEEN THE ASPHALT SURFACE, ACCESSIBLE RAMP, AND SIDEWALK SHALL NOT EXCEED 1/4 INCH VERTICAL OR 1/2 INCH WHEN BEVELED. THE ACCESSIBLE MEANS OF EGRESS INCLUDING THE DRIVEWAY PORTION SHALL NOT EXCEED A SLOPE OF 1:20 (5.0%) & A CROSS SLOPE OF 1:48 (2.0%). ALL EXTERIOR DOOR WAY ACCESS REQUIRE AN EXTERIOR LANDING 60 INCHES IN LENGTH WITH A SLOPE NOT EXCEEDING A 1:48 (2.0%) SLOPE

KEY BANK PARKING COUNT		
PARTICULARS	PROVIDED	
	STANDARD	ADA
PARKING STALLS	19	2
TOTAL	21	

ADDITIONAL PARKING COUNT		
PARTICULARS	PROVIDED	
	STANDARD	ADA
PARKING STALLS	24	0
TOTAL	24	

NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS IN EXISTING HARDSCAPE ARE APPROXIMATE, CONTRACTOR TO FIELD VERIFY LOCATION AND EXTENT OF SAWCUTTING PRIOR TO CONSTRUCTION. NOTIFY CIVIL ENGINEER IF REVISIONS ARE REQUIRED. SEE NOTE 58 ON CGN.01 FOR FURTHER DETAIL.

NOTE:
WRITTEN PERMISSION MUST BE OBTAINED PRIOR TO ANY WORK IN ADJACENT PROPERTIES.

NOTE:
CONTRACTOR TO FOLLOW GEOTECHICAL RECOMMENDATIONS AS FOUND IN THE GEOTECHNICAL REPORT IF SOFT SOILS ARE ENCOUNTER DURING CONSTRUCTION

CALL BEFORE YOU DIG.
IT'S FREE & IT'S THE LAW
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER
1-800-662-4111
www.bluestakes.org
811

BENCHMARK
ENGINEERING &
LAND SURVEYING
9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

DW ASSOCIATES, LLC

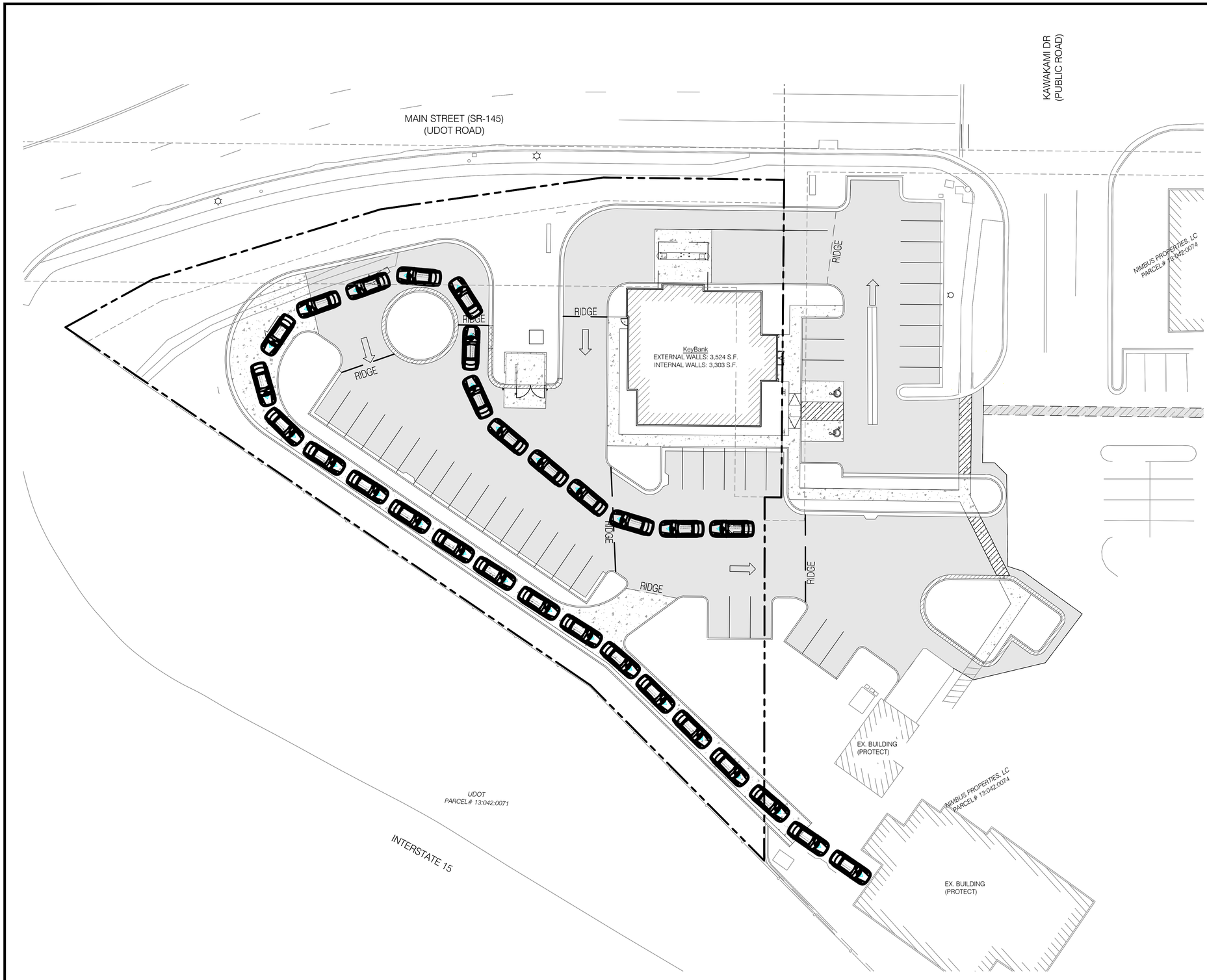
621 West Main Street
AMERICAN FORK, UT

PROJECT NO. 1909248

SITE
PLAN

CSP.01
3 OF 12

Attachment: 2. Site Plan (Key Bank Site Plan)



NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.

IN-&-OUT QUEUING COUNT	
	PROVIDED
QUEUING COUNT	29

No.	DATE:	DESCRIPTION
1	06/21/21	CHANGES PER CITY REDLINES
2	07/21/21	CHANGES PER CITY REDLINES

DRAWN BY: MNJ
CHECKED BY: MCP
FIELD CREW: SURVEY
DATE: 02/10/2021
DWG. FILE: 1909248_SITE

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

0 0.5 1

PROFESSIONAL ENGINEER
7/9/21
No. 11366633
ALLISON G. ALBERT
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9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

DW ASSOCIATES, LLC

621 West Main Street
AMERICAN FORK, UT

PROJECT NO. 1909248

QUEUING SITE PLAN

CSP.02
4 OF 12

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UTILITY NOTIFICATION CENTER
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811

Attachment: 2. Site Plan (Key Bank Site Plan)



Attachment: 2. Site Plan (Key Bank Site Plan)



Attachment: 2. Site Plan (Key Bank Site Plan)



PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CA
	2	Chanticleer Pear / Pyrus calleryana `Chanticleer`	B&B	2"
	3	Sawleaf Zelkova / Zelkova serrata	B&B	2"

SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT
	15	Compact Burning Bush / Euonymus alatus `Compactus`	5 gal
	20	Hidcote Blue English Lavender / Lavandula angustifolia `Hidcote Blue`	Flat
	70	Red Leaf Japanese Barberry / Berberis thunbergii `Atropurpurea`	5 gal

EVERGREEN SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT
	30	Mugo Pine / Pinus mugo `Slowmound`	5 gal

GRASSES	QTY	COMMON / BOTANICAL NAME	CONT
	59	Feather Reed Grass / Calamagrostis x acutiflora `Karl Foerster`	1 gal

PERENNIALS	QTY	COMMON / BOTANICAL NAME	CONT
	12	Russian Sage / Perovskia atriplicifolia `Filigran`	1 gal
	122	Stella de Oro Daylily / Hemerocallis x `Stella de Oro`	1 gal

GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT
	444 sf	Kentucky Bluegrass / Poa pratensis	sod

MULCH	QTY	COMMON / BOTANICAL NAME	CONT
	4,961 sf	Cobble Rock w/Dewitt Pro-5 Weed Barrier / match existing rock 2-4" rock around perimeters of planters 4-6" rock in center of planters	mulch

N

10' 0 10' 20'

Scale 1" = 10'

Scale 1" = 20' for 11x17

KEY BANK
717 W MAIN ST, AMERICAN FORK

LANDSCAPE PLAN

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.

CARL N. BERG L.A.
SERIAL NO. 7162790
DATE 26 FEB 2021

berg LANDSCAPE ARCHITECTS
380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB
DRAWN BY: CNB
DATE: 26 FEB 2021
REV:
SHEET L1

Attachment: 2. Site Plan (Key Bank Site Plan)



PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL
	7	Canada Red Chokecherry / Prunus virginiana `Canada Red`	B&B	2" Cal
	3	Chanticleer Pear / Pyrus calleryana `Chanticleer`	B&B	2" Cal
	8	Cornthian Littleleaf Linden / Tilia cordata 'Corzam' TM	B & B	2" Cal
	2	Ivory Silk Japanese Tree Lilac / Syringa reticulata `Ivory Silk`	B&B	2" Cal
	3	Sawleaf Zelkova / Zelkova serrata	B&B	2" Cal
	5	Silver Linden / Tilia tomentosa	B&B	2" Cal

SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT
	33	Compact Burning Bush / Euonymus alatus `Compactus`	5 gal
	47	Hidcote Blue English Lavender / Lavandula angustifolia `Hidcote Blue`	Flat
	5	Mallow Ninebark / Physocarpus malvaceus	5 gal
	14	McKay's White Bush Cinquefoil / Potentilla fruticosa 'McKay's White'	5 gal
	53	Peking Cotoneaster / Cotoneaster lucidus	5 gal
	7	Red Leaf Japanese Barberry / Berberis thunbergii `Atropurpurea`	5 gal
	14	Shrubby Cinquefoil / Potentilla fruticosa `Mango Tango`	5 gal
	42	Spirea / Spiraea japonica `Goldmound`	5 gal
	47	Tallhedge Buckthorn / Rhamnus frangula columnans	5 gal

EVERGREEN SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT
	10	Mugo Pine / Pinus mugo `Slowmound`	5 gal

GRASSES	QTY	COMMON / BOTANICAL NAME	CONT
	23	Blue Oat Grass / Helictotrichon sempervirens	2 gal
	36	Feather Reed Grass / Calamagrostis x acutiflora `Karl Foerster`	1 gal
	25	Prairie Dropseed / Sporobolus heterolepis	2 gal

PERENNIALS	QTY	COMMON / BOTANICAL NAME	CONT
	19	Russian Sage / Perovskia atriplicifolia `Filigran`	1 gal
	23	Stella de Oro Daylily / Hemerocallis x `Stella de Oro`	1 gal

MULCH	QTY	COMMON / BOTANICAL NAME	CONT
	17,777 sf	Cobble Rock w/Dewitt Pro-5 Weed Barrier / Cobble Rock match existing rock 2-4" rock around perimeters of planters 4-6" rock in center of planters	mulch

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.

CARL N. BERG L.A.
SERIAL NO. 7162790
DATE: 08 JULY 2021

In-N-Out
AMERICAN FORK

LANDSCAPE PLAN

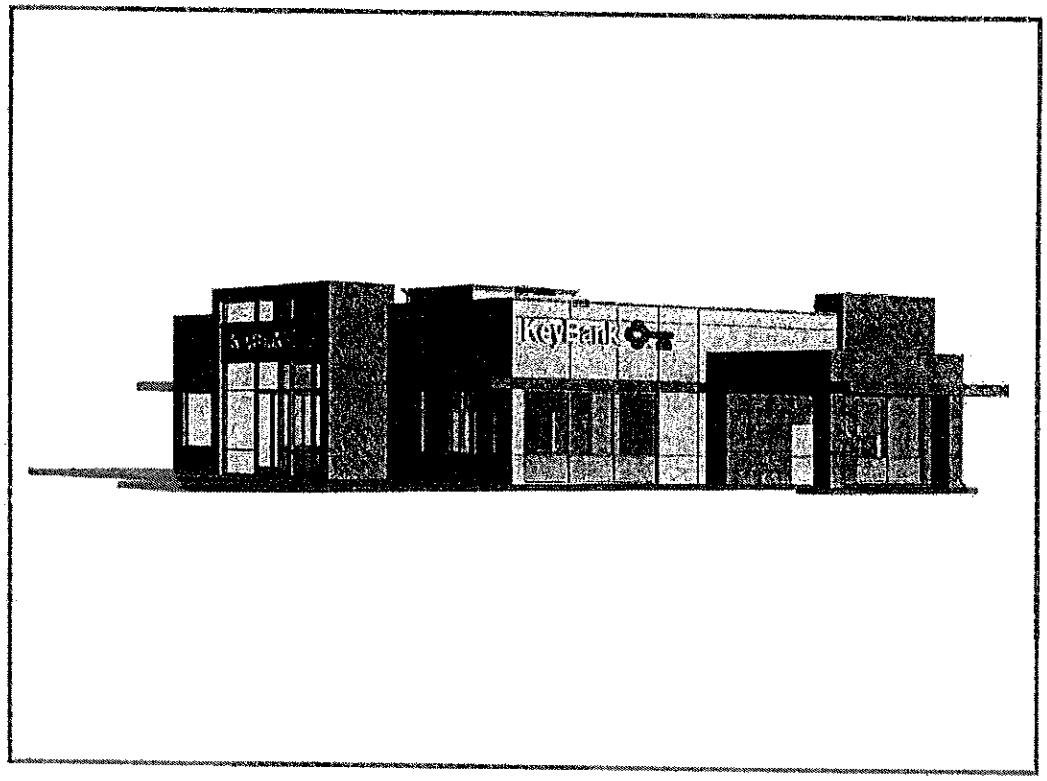
berg LANDSCAPE ARCHITECTS
380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB	DATE: 08 JULY 2021	SHEET
DRAWN BY: CNB	REV:	L1

Attachment: 2. Site Plan (Key Bank Site Plan)

KeyBank

KeyBank - American Fork
American Fork, UT



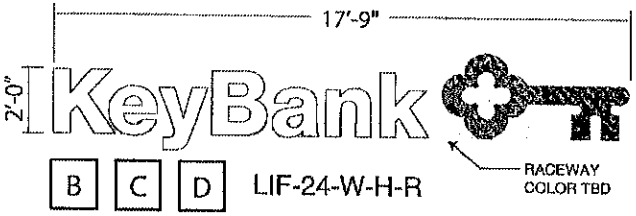
American Fork, UT

Branding Survey

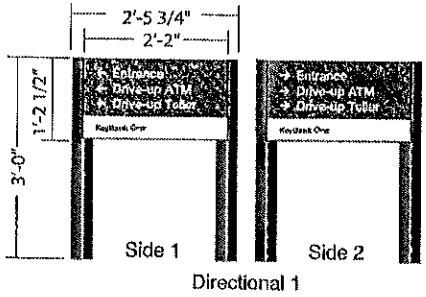
AGI

2655 International Pkwy., Virginia Beach, VA 23452
PHONE: (757) 427-1900 - Fax (757) 430-1297
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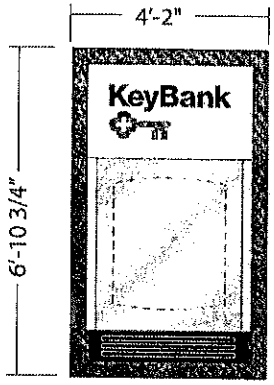
Attachment: 2. Site Plan (Key Bank Site Plan)



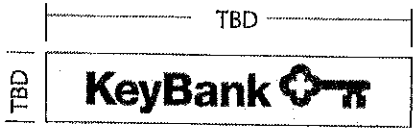
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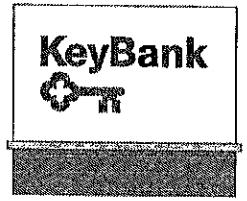
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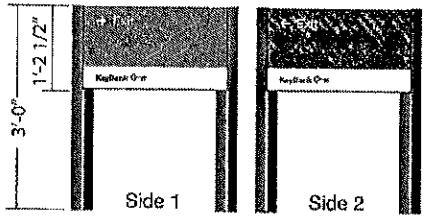
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A CUSTOM ILLUM SIGN

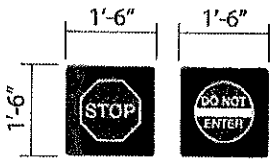


L ILLUMINATED MONUMENT

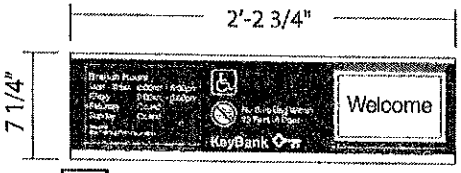


Directional 2

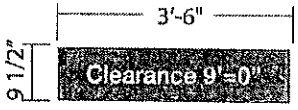
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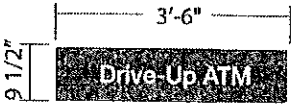
J Regulatory Sign



I V1



G DU-3-NL



F DU-1-IL



H DU-2-IL

Sign Name	Existing Signage	Q	Proposed Part Number	Description
A	N/A	1	CUSTOM	Illuminated Letterset on Backer with Downlighting
B	N/A	1	LIF-24-W-H-R	Illuminated White Channel Letterset – Horizonal layout 56SF Raceway color TBD
C	N/A	1	LIF-24-W-H-R	Illuminated White Channel Letterset – Horizonal layout 56SF Raceway color TBD
D	N/A	1	LIF-24-W-H-R	Illuminated White Channel Letterset – Horizonal layout 56SF Raceway color TBD
E	N/A	2	D-1	Freestanding directional with copy: entrance , drive-up ATM, drive-up teller
F	N/A	1	D-1-IL	Illuminated ATM canopy sign copy: drive-up ATM (in the first lane) Entrance to drive thru on east side
G	N/A	1	DU-3-NL	non-illuminated clearance panel copy: clearance 9' 0"
H	N/A	1	DU-2-IL	illuminated overhead open/closed panel
I	N/A	1	V-1	Door vinyl with hours insert
J	N/A	1	Freestaing Regulatory Sign	Freestanding regulatory sign: Side 1: Standard stop sign / Side 2: DO NOT ENTER
K	N/A	1	AD-42-H	ATM with surround
L	N/A	1	CUSTOM MONUMENT	Illuminated monument with solid base to match building

KeyBank

Site: American Fork

Address:
American Fork, UT

File Name: Sweet Home KeyBank Brandbook_052120
Page: 2 of 5
Drawn By: HW

Creation Date: 11/06/20
Rev 1: 11/11/20
Rev 2: 11/30/20
Rev 3: 02/23/21
Rev 4:
Rev 5:
Rev 6:
Rev 7:
Rev 8:
Rev 9:
Rev 10:

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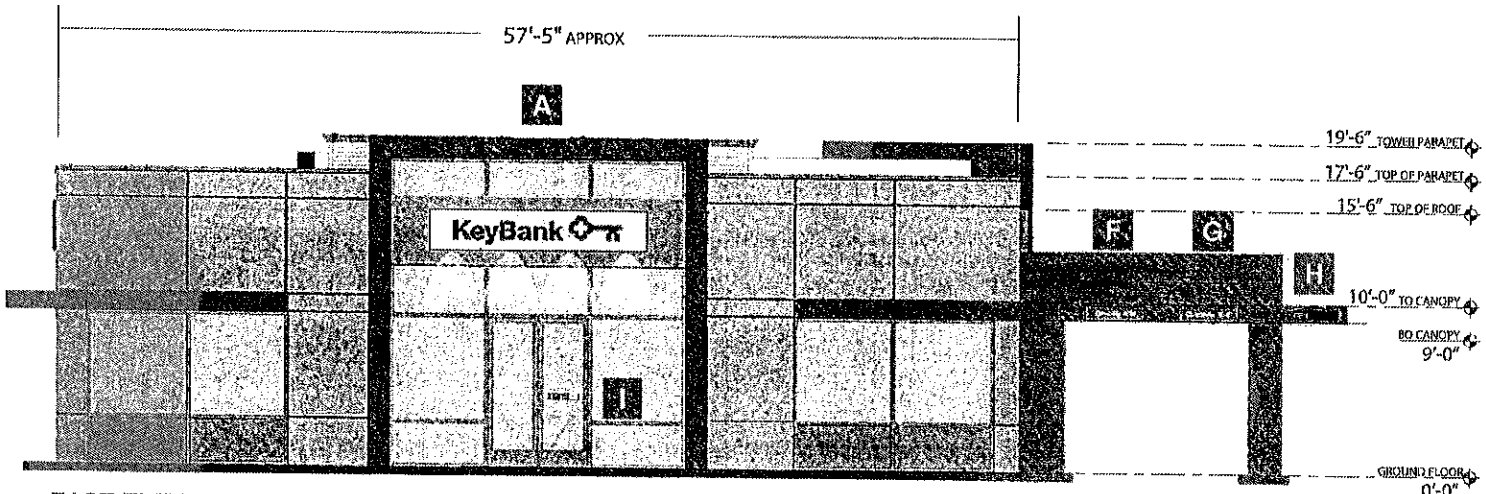
Authorized Signature:
Print Name:
Date:

☐ Approved As Shown
☐ Approved with Changes Noted

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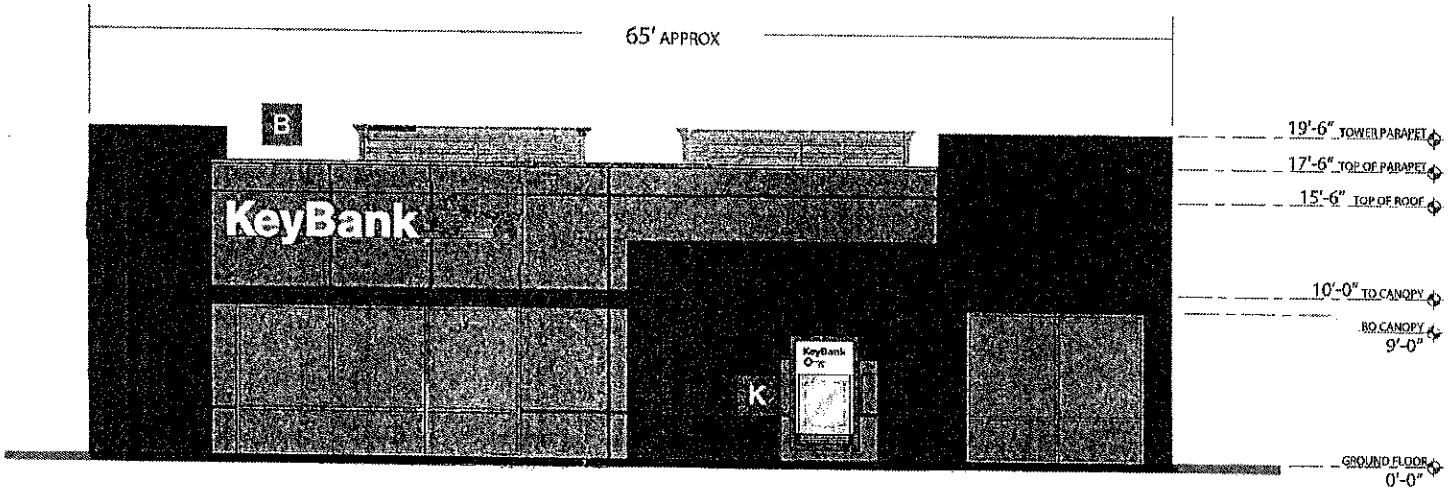
2655 International Pkwy., Virginia Beach, VA 23452
PHONE: (757) 427-1900 - Fax (757) 430-1297
www.AGI



EAST ELEVATION

SCALE: 3/32" = 1'

A - Install new internally-illuminated channel letterset on backer panel with downlighting



NORTH ELEVATION

SCALE: 3/32" = 1'

B - Install new 56 SqFt internally-illuminated white channel letterset on raceway (raceway color TBD)

KeyBank

Site: American Fork

Address:
American Fork, UT

File Name: Sweet Home KeyBank Brandbook_052120

Page: 3 of 5

Drawn By: HW

Creation Date: 11/06/20

Rev 1: 11/11/20

Rev 2: 11/30/20

Rev 3: 02/23/21

Rev 4:

Rev 5:

Rev 6:

Rev 7:

Rev 8:

Rev 9:

Rev 10:

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Authorized Signature: _____

Print Name: _____

Date: _____

☐ Approved As Shown

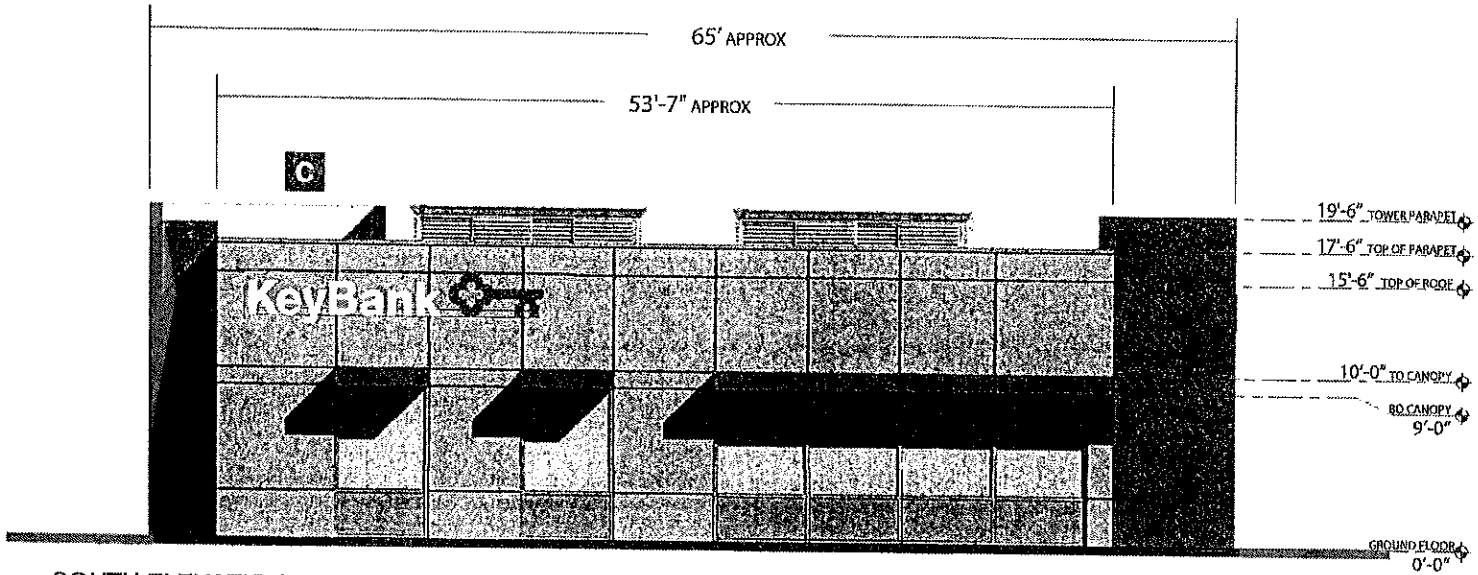
☐ Approved with Changes Noted

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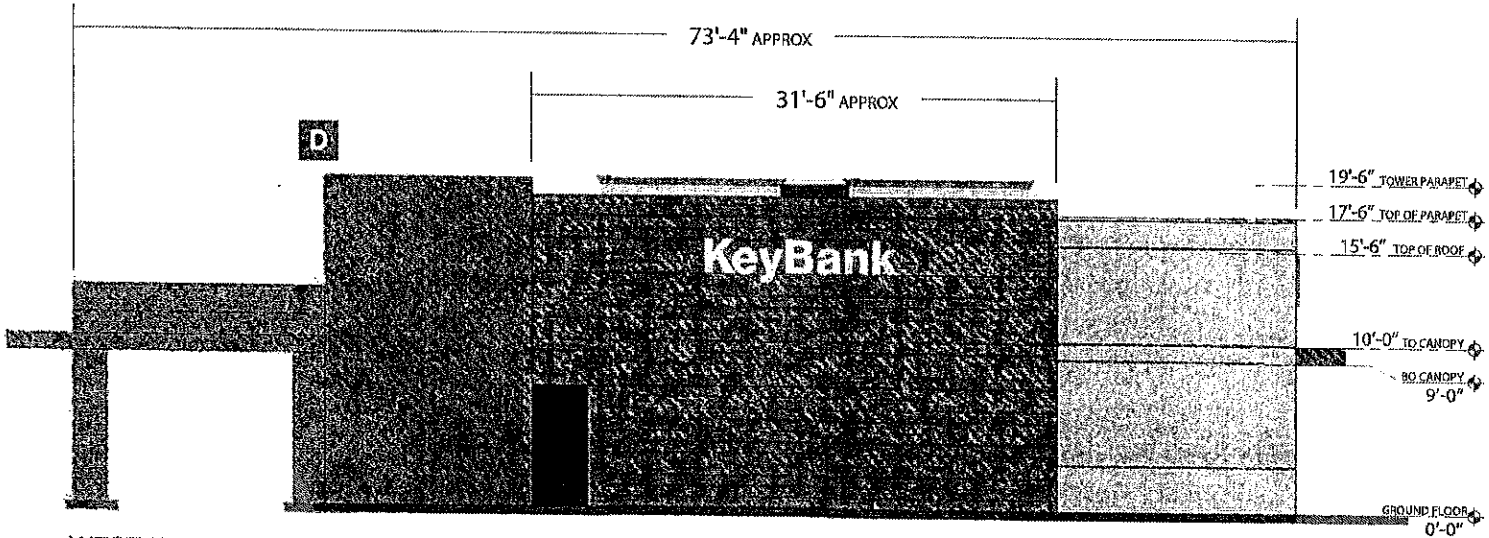
2655 International Pkwy., Virginia Beach, VA 23452
PHONE: (757) 427-1900 - Fax (757) 430-1297
www.AGIS

Attachment: 2. Site Plan (Key Bank Site Plan)



SOUTH ELEVATION
SCALE: 3/32" = 1'

C - Install new 56 SqFt internally-illuminated white channel letterset on raceway (raceway color TBD)



WEST ELEVATION
SCALE: 3/32" = 1'

D - Install new 56 SqFt internally-illuminated white channel letterset on raceway (raceway color TBD)

KeyBank

Site: American Fork

Address:
American Fork, UT

File Name: Sweet Home KeyBank Brandbook_052120
Page: 4 of 5
Drawn By: HW

Creation Date: 11/06/20
Rev 1: 11/11/20
Rev 2: 11/30/20
Rev 3: 02/23/21
Rev 4:
Rev 5:
Rev 6:
Rev 7:
Rev 8:
Rev 9:
Rev 10:

IMPORTANT APPROVAL NOTIFICATION

ONCE APPROVAL HAS BEEN RECEIVED, YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY ADDITIONAL CHANGES OR ADJUSTMENTS TO THE RECOMMENDED SIGNAGE.

Authorized Signature: _____
Print Name: _____
Date: _____

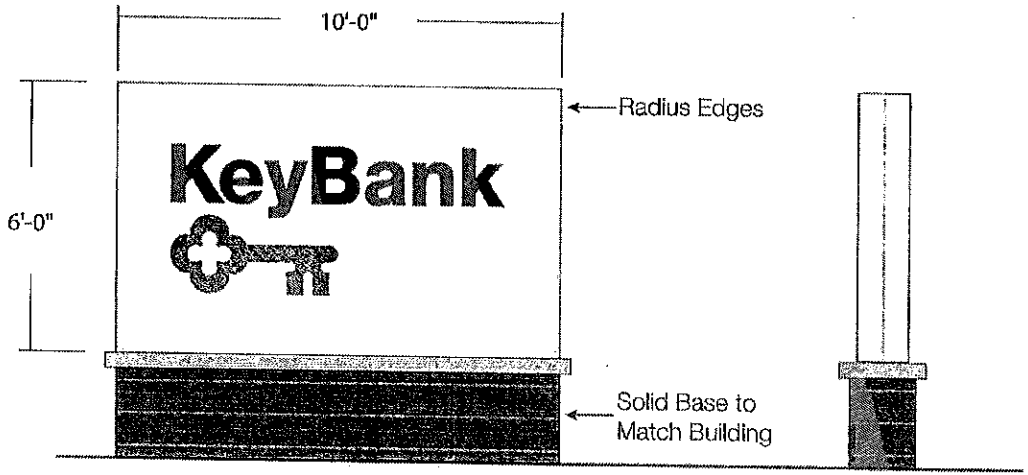
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www.AGIS

Attachment: 2. Site Plan (Key Bank Site Plan)



L CUSTOM ILLUMINATED MONUMENT - 60 SqFt

KeyBank

Site: American Fork

Address:
American Fork, UT

File Name: Sweet Home KeyBank Brandbook_092120
Page: 5 of 5
Drawn By: HW

Creation Date: 11/06/20
Rev 1: 11/11/20
Rev 2: 11/20/30
Rev 3: 02/23/21
Rev 4:
Rev 5:
Rev 6:
Rev 7:
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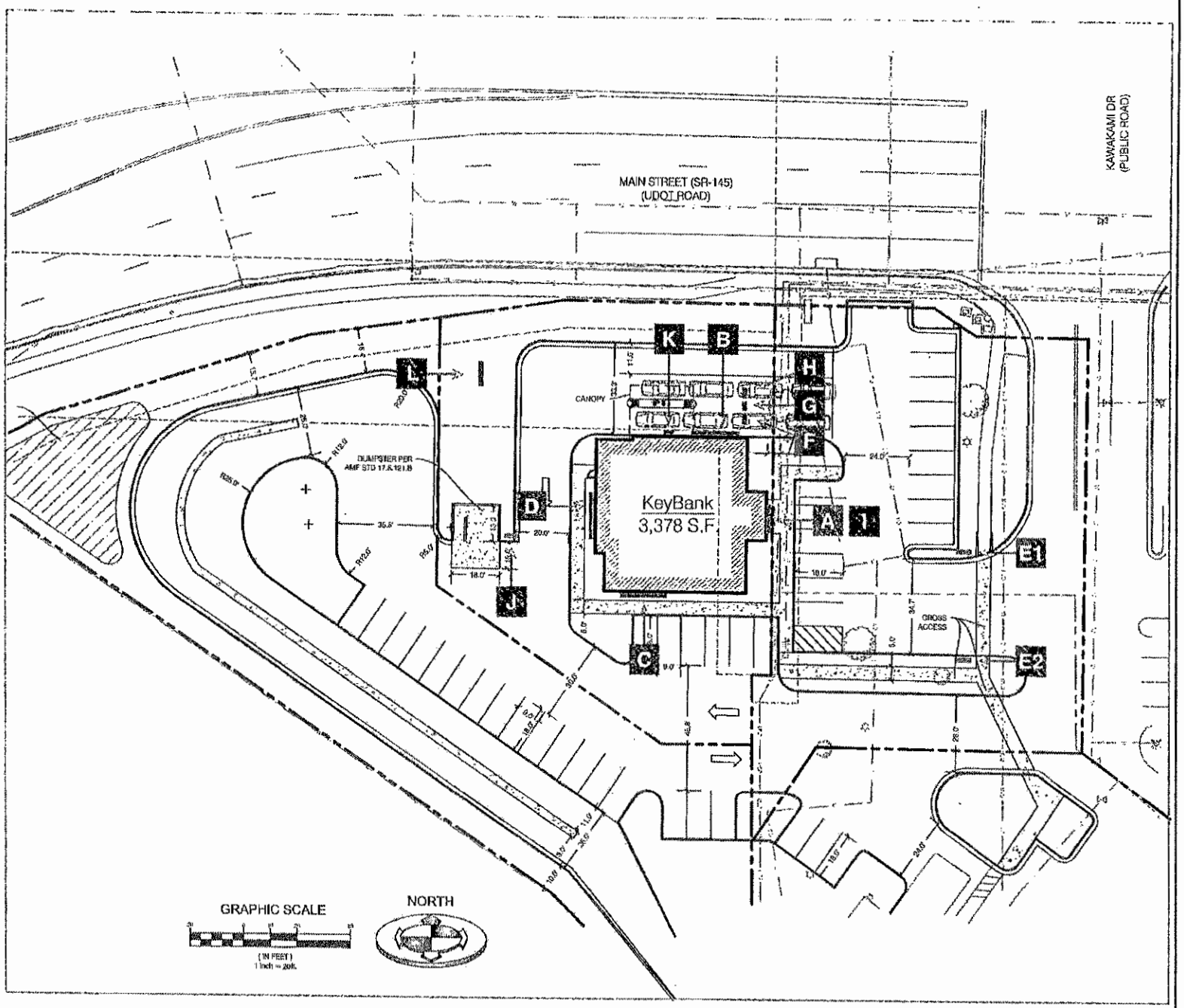
Authorized Signature: _____
Print Name: _____
Date: _____

☐ Approved As Shown
☐ Approved with Changes Noted

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KeyBank

Site: American Fork

Address:
American Fork, UT

File Name: Sweet Home KeyBank Brandbook_052120

Page: 6 of 6

Drawn By: HW

Creation Date: 11/06/20
Rev 1: 11/11/20
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Rev 7:
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Rev 10:

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Authorized Signature:_____
Print Name:_____
Date:_____

☐ Approved As Shown
☐ Approved with Changes Noted

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Attachment: 2. Site Plan (Key Bank Site Plan)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 21, 2021
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a commercial site plan for Key Bank/Crossroads at AF Phase 2, located in the area of 600 West Main Street in the SC-1 (Planned Shopping Center) zone.

ACTION REQUESTED: Recommendation of approval to the City Council.

BACKGROUND INFORMATION					
Location:		600 West Main Street			
Applicants:		Key Bank/Steve Tate			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	I-15			
Existing Zoning:		SC-1 (Planned Shopping Center)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	SC-1 (Planned Shopping Center)			
	South	PF (Public Facilities)			
	East	SC-1 (Planned Shopping Center)			
	West	PF (Public Facilities)			
Land Use Plan Designation:		Design Commercial			
Zoning within Land Use designation?		x	Yes		No

Attachment: 3. Staff Report (Key Bank Site Plan)

Background

The site plan covers the vacant space, directly west of Zupas and north of In-N-Out. Key Bank proposes a structure on the site. In addition, the drive-thru for In-N-Out will be reconfigured, adding additional stacking along the southwest and northwest periphery of the site. This will alleviate stacking that at times backs on to Main Street. No additional access to Main Street is proposed. The existing, signalized access will remain and provide access to the expanded site. Renderings of the proposed bank and landscape plans have been provided in the submittal materials. Additional landscape will be provided for the expanded drive-thru stacking for In-N-Out.

Consistency with the Land Use Plan:

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

FINDING OF FACT

After reviewing the application for site plan approval, the following finding of fact is offered for consideration:

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

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the site plan for Key Bank/Crossroads at AF Phase 2, with the finding listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

DENIAL

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

TABLE

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

Attachment: 3. Staff Report (Key Bank Site Plan)

AMERICAN FORK CITY
ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 7/21/2021

This report is a summary of the American Fork City Engineering Division recommendations regarding the Site Plan Approval for the Lake City Flats Development.:

Project Name: Key Bank – Crossroads at AF Phase 2

Project Address: 600 West Main Street

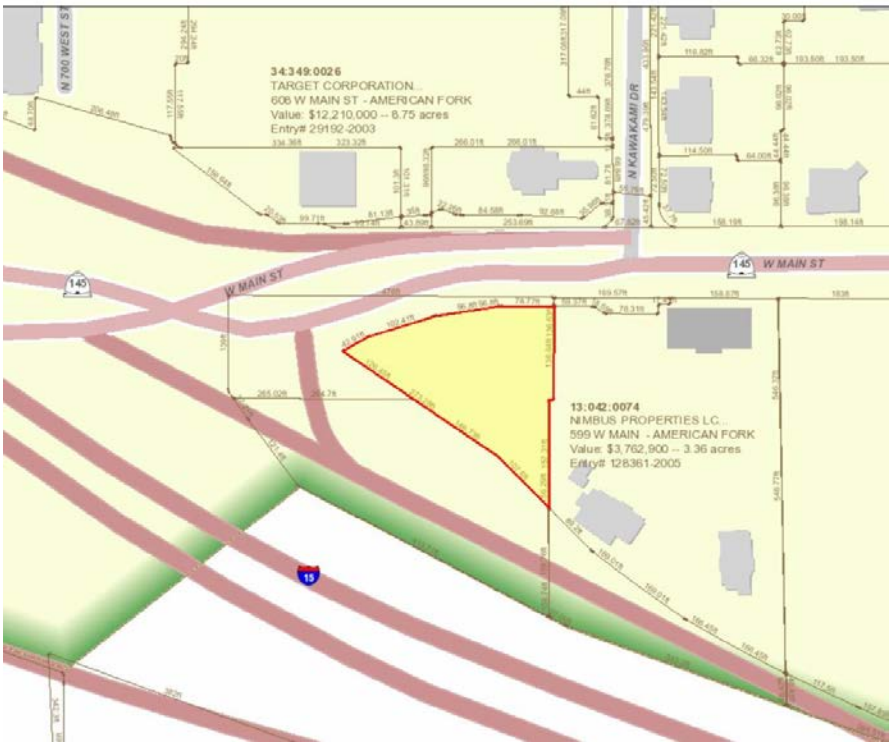
Developer / Applicant's Name: Steve Tate

Type of Application:

- ☐ Subdivision Final Plat
- ☐ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☒ Commercial Site Plan
- ☐ Residential Accessory Structure Site Plan

Engineering Division Recommendation: The Engineering Division recommends that the Planning Commission TABLE the development until the developer has adequately addressed staff review comments.

Project Map:



Attachment: 3. Staff Report (Key Bank Site Plan)

Commercial Site Plan Analysis:

The proposed Key Bank has been under review for several months by City Staff which proposes to construct a Key Bank and improve the queueing length for the adjacent In N Out Burger. At the time of this writing there were some outstanding TRC comments which needed to be addressed. They have resubmitted updated plans and documents to address these comments. These updated documents are under review at this time. If after our review we find that all Engineering Division comments have been addressed, we could provide a recommendation for approval. Until that is confirmed, the Engineering Division recommends to TABLE the project.

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 3. Staff Report (Key Bank Site Plan)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on an ordinance adopting the final plat and site plan of Dixie Farms Plat F-1 located at approximately 900 South 900 West in the PR 3.0 Planned Residential zone.

SUMMARY RECOMMENDATION The planning commission recommended approval with one dissenting vote of the final plat and site plan of Dixie Farms Plat F-1 as stated in the attached minutes of the July 7, 2021 planning commission meeting.

BACKGROUND The applicant proposes a slightly altered final plat for Dixie Farms Plat F-1 that squares up a common wall lot line and proposes shorter setbacks as detailed in the application. For further analysis, please refer to the attached final plat, application, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to approve the ordinance adopting the final plat of Dixie Farms Plat F-1 located at approximately 900 South 900 West in the PR 3.0 Planned Residential zone and to authorize the mayor and city council to sign the plat and accept the dedications with the findings that (1) The final plat meets the criteria as found in Section 17.7.211 of the American Fork City Municipal Code; and (2) The applicant's proposed setback variances are permissible due to their appropriateness for the proper development of the lots and that such reduction will not result in the establishment of a hazardous condition. The city recorder is instructed to withhold recording of the plat and publication of the ordinance subject to:

- All conditions identified in the public record associated with the July 7, 2021 planning commission meeting.

SUPPORTING DOCUMENTS

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

ORDINANCE NO.

AN ORDINANCE APPROVING THE SITE PLAN FOR DIXIE FARMS PLAT F-1 LOCATED AT 900 SOUTH 900 WEST

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

A. The site plan for Dixie Farms Plat F-1 as set forth in the attachment, is hereby approved.

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

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

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

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

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

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 27th DAY OF JULY, 2021.

Brad Frost, Mayor

ATTEST:

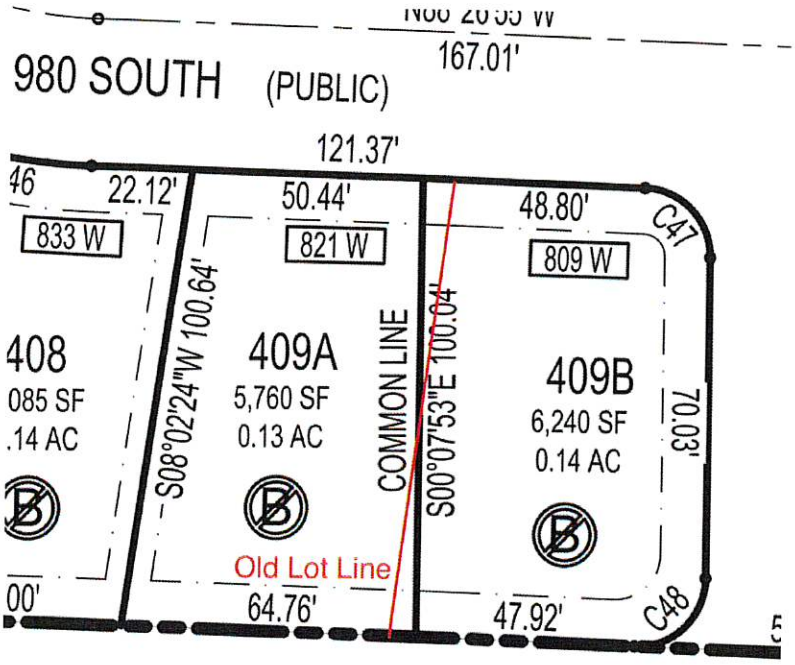
Terilyn Lurker, Recorder

Attachment: 1. Ord (Dixie Farms Plat F-1)

Keystone Construciton Application
Amended Subdivision Plat
Dixie Farms Plat F-1

There are two changes that are included in the Amended Dixie Farms Plat F-1. They are as follows:

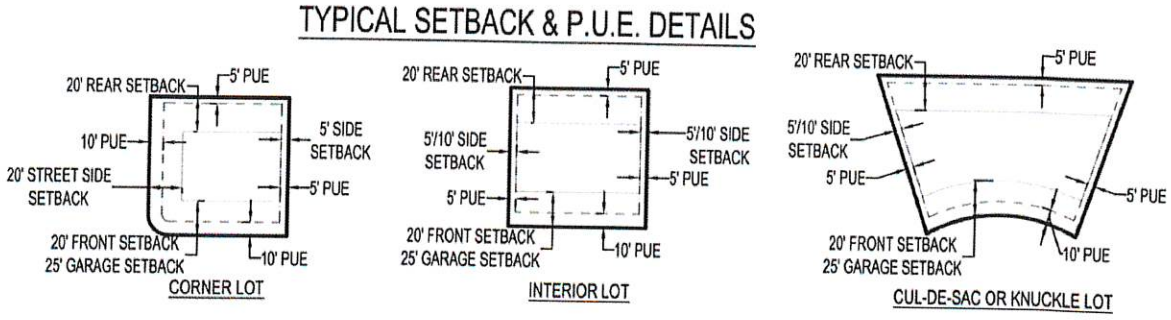
1- We changed the lot line between 409A and 409B. This is where there is a common line for a duplex and as such we wanted to make a change so that the common line in-between the two lots are running perpendicular to 980 South instead of at an angle. This will square up the building footprint better.



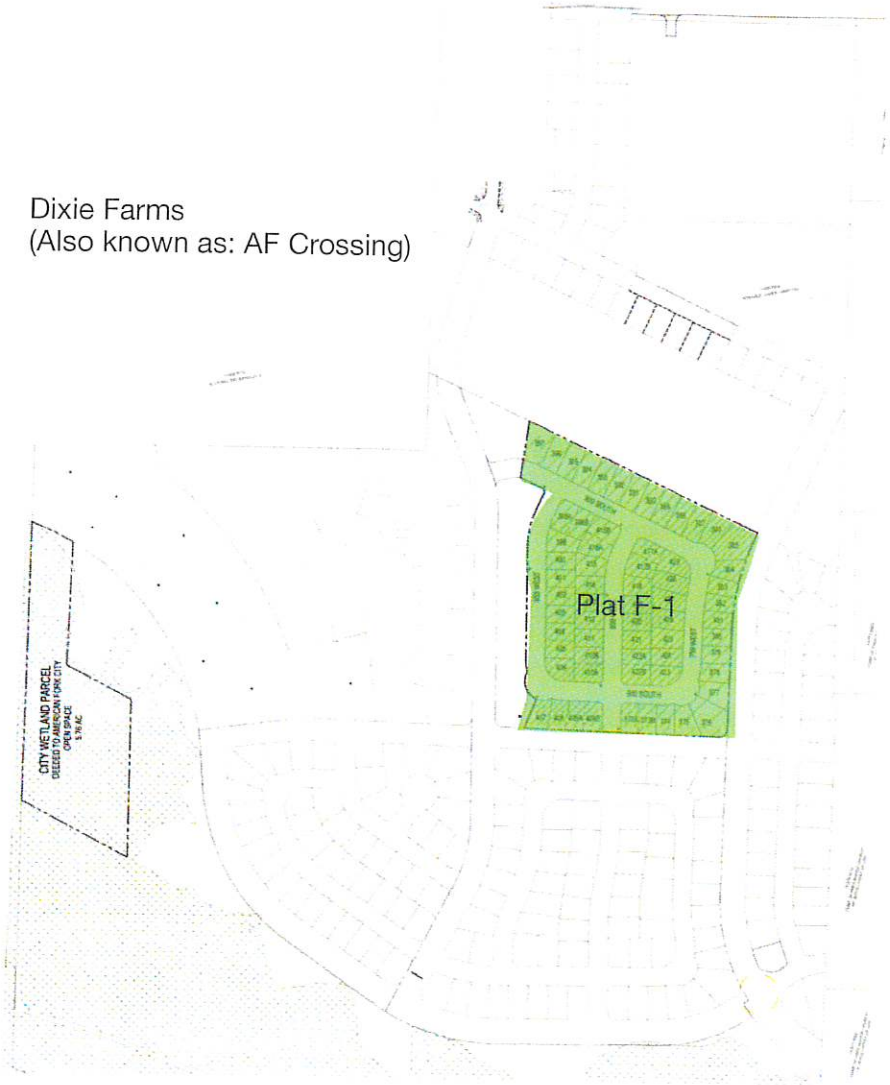
2- Plat F is unique in that it has the smallest and narrowest single family lots of all the plats in Dixie Farms. Since the water table is high, and with no basements, having decent storage space in the garage and having 3 car garages are important. As such, adding a 3 car garage on a 60 foot wide lot with the combined 16' side yard setbacks pushes the entry of the home to the back because there just isn't enough width to have an entry and living space in the front that is practical. We are trying to avoid having entry to home pushed to the back on every floor plan. A small change of 3 feet from 8' to 5' side yard setback setbacks will change this significantly. Additionally, with a 25' front setback on a 6,000 sqft lot, the entry is proportionally pushed to the back by quite a bit. What we are proposing is also allowing the house potion (not garage) to be able to come 5' forward with a 20' front setback to house while keeping the 25' setback to the garage. This will make the home architecture look a lot better with porches and the like

Attachment: 2. Application (Dixie Farms Plat F-1)

that actually comes out in front of the garage a bit. Here is what is proposed on the amended plat:



Dixie Farms
(Also known as: AF Crossing)



Attachment: 2. Application (Dixie Farms Plat F-1)

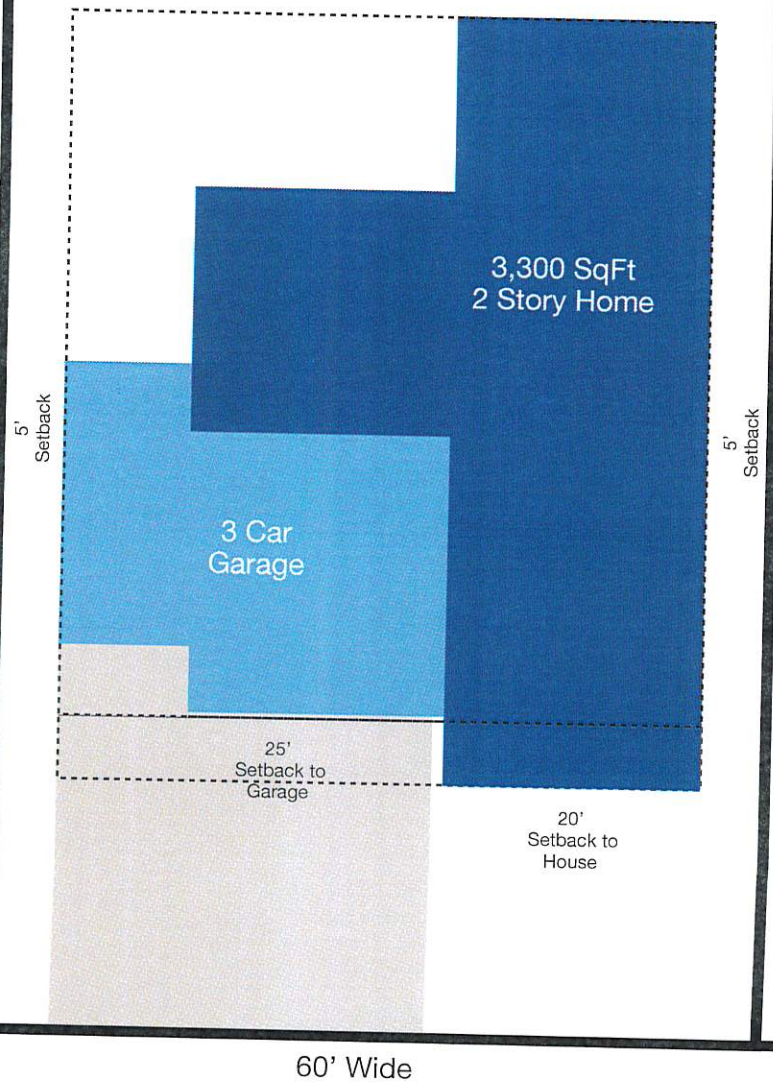
The next page demonstrates how the architecture changes with these two setback adjustments on a typical 6,000 sqft lot that is in Plat F. We believe that the benefits on setback changes are as follows:

- Better Architecture. The garage can be setback behind a porch or other architecture with the entry being moved up.
- The street scene will be better with the garages being recessed a little to the house while still providing plenty of parking on the lot.
- The neighborhood will be able to accommodate more in-garage parking and reduce the amount of cars parking on street due to storage issues of not having a basement.
- This will not increase the density of the community but will give it a better "feel" from lot to lot.

Attachment: 2. Application (Dixie Farms Plat F-1)

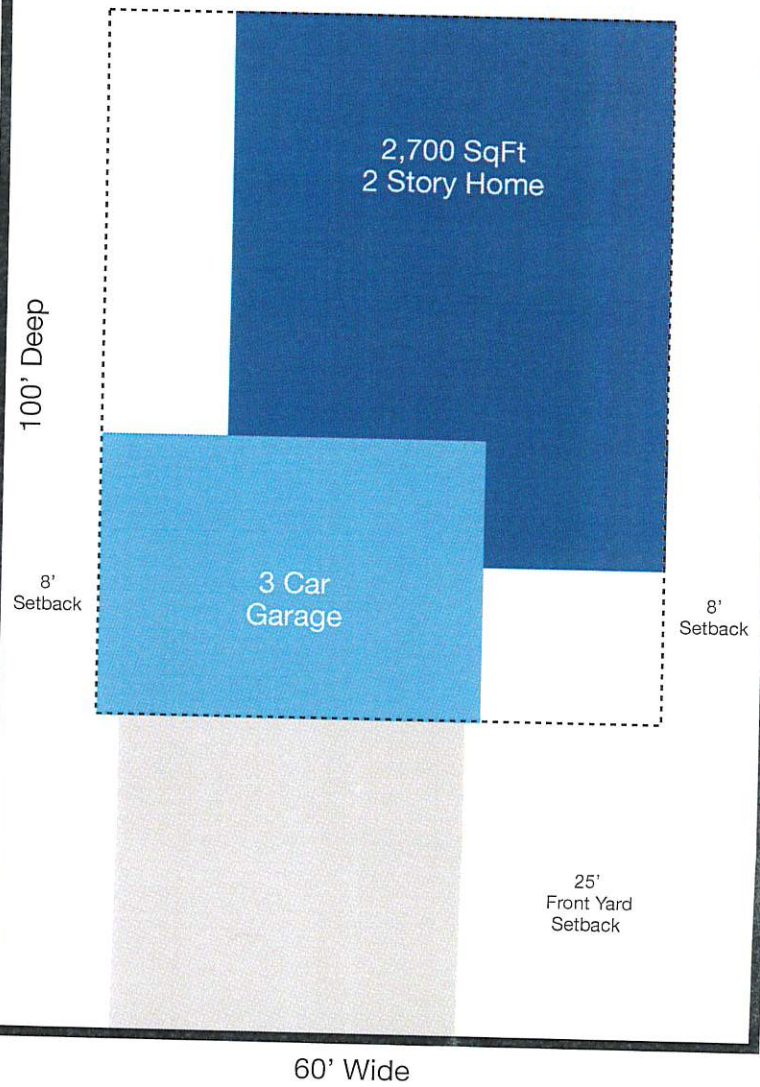
Proposed Setback

Side yard Setback: 5 Feet (10 feet from building to building)
Front yard Setback: 20'/25' Feet
Back yard setback: 20 Feet
Building Envelope: 50' X 60'



Existing Setback

Side yard Setback: 8 Feet (16 feet from building to building)
Front yard Setback: 25 Feet
Back yard setback: 20 Feet
Building Envelope: 44' X 55'



Attachment: 2. Application (Dixie Farms Plat F-1)

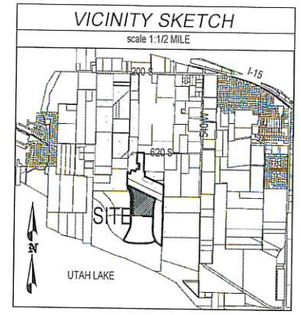
DIXIE FARMS
PLAT "F-1"

LOCATED IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	14.45 AC
EXISTING ZONING	PR 3.0
LAND USE:	VERY LOW RESIDENTIAL
FLOOD ZONE DESIGNATION:	A / X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT

REFERENCE DOCUMENTS:

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

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

SYMBOLS

NO BASEMENTS ALLOWED SLAB ON GRADE

N

60 0 60 120 180

SCALE 1"=60'

NOTES

1. 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.
2. 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.
3. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

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
11638 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 DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. 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 LOCATED S89°52'20"W 2552.50 FEET AND SOUTH 1813.11 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 47.12 FEET (CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND LONG CHORD BEARS S46°33'05"W 42.43 FEET); THENCE NORTH 88°26'55" WEST 666.97 FEET; THENCE NORTH 21°29'05" EAST 107.47 FEET; THENCE ALONG THE ARC OF A 63.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 102.79 FEET (CURVE HAVING A CENTRAL ANGLE OF 93°28'58" AND LONG CHORD BEARS N21°49'26"W 91.76 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 10.34 FEET (CURVE HAVING A CENTRAL ANGLE OF 39°30'27" AND LONG CHORD BEARS N25°12'50"E 10.14 FEET); THENCE ALONG THE ARC OF A 132.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 33.20 FEET (CURVE HAVING A CENTRAL ANGLE OF 14°24'30" AND LONG CHORD BEARS N07°20'09"W 33.11 FEET); THENCE NORTH 00°07'53" WEST 385.59 FEET; THENCE ALONG THE ARC OF A 307.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 133.94 FEET (CURVE HAVING A CENTRAL ANGLE OF 24°59'53" AND LONG CHORD BEARS N12°22'03"E 132.88 FEET); THENCE NORTH 24°52'00" EAST 55.72 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.56 FEET CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND LONG CHORD BEARS N20°08'00"W 21.21 FEET); THENCE NORTH 65°08'00" WEST 65.01 FEET;
THENCE ALONG THE ARC OF A 68.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.54 FEET (CURVE HAVING A CENTRAL ANGLE OF 11°24'19" AND LONG CHORD BEARS N70°50'10"W 13.51 FEET); THENCE NORTH 07°39'41" EAST 196.12 FEET; THENCE SOUTH 65°08'00" EAST 868.88 FEET; THENCE SOUTH 24°52'00" WEST 20.82 FEET; THENCE ALONG THE ARC OF 792.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 322.29 FEET (CURVE HAVING A CENTRAL ANGLE OF 23°18'55" AND LONG CHORD BEARS S13°12'32"W 320.07 FEET), THENCE SOUTH 01°33'05" WEST 333.39 FEET TO THE POINT OF BEGINNING.

AREA = 629,243 SF OR 14.45 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE NORTHEAST CORNER OF SAID SECTION 27. (NAD 83)

NUMBER OF LOTS 64

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.
DAY OF _____ A.D. _____
IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

_____
_____
_____

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

DIXIE FARMS
AMENDED PLAT "F-1"

1 of 2

LOCATED IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

SURVEYOR'S SEAL	CITY RECORDER	COUNTY RECORDER SEAL

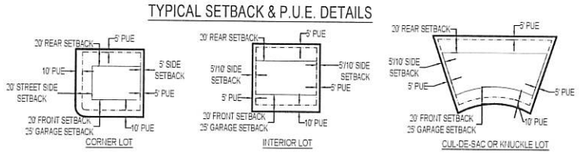
1/7/19 I:\My Drive\Berg Civil\2019\Red Pine\F CROSSING\DGN\F-Plat F-1.MF_Final_PLAT F-1.dwg

Attachment: 2. Application (Dixie Farms Plat F-1)

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	30.00	47.12	90°00'00"	42.43	S46°33'05"W
C2	63.00	102.79	93°28'58"	91.76	N21°46'26"W
C3	15.00	10.34	39°30'27"	10.14	N05°12'50"E
C4	132.00	33.20	14°24'30"	33.11	N07°20'09"W
C5	307.00	133.94	24°59'53"	132.88	N12°22'03"E
C6	15.00	23.56	90°00'00"	21.21	N20°08'00"W
C7	68.00	13.54	11°24'19"	13.51	N70°50'10"W
C8	792.00	322.29	23°18'55"	320.07	S13°12'32"W
C9	100.00	154.14	88°19'02"	139.33	N44°17'24"W
C10	275.00	119.98	24°59'53"	119.03	N12°22'03"E
C11	100.00	23.15	13°15'54"	23.10	N71°45'57"W
C12	100.00	134.11	76°50'14"	124.28	S26°42'53"E
C13	924.00	163.73	10°09'09"	163.52	S06°37'39"W
C14	100.00	157.08	90°00'00"	141.42	S46°33'05"W
C15	275.00	119.98	24°59'53"	119.03	S12°22'03"W
C16	15.00	23.12	88°19'02"	20.90	N44°17'24"W
C17	15.00	24.00	91°40'58"	21.52	N45°42'36"E
C18	132.00	37.40	16°14'03"	37.28	N83°26'03"E
C19	15.00	9.51	36°19'09"	9.35	S86°31'24"E
C20	63.00	50.06	45°31'23"	48.75	N88°52'29"E
C21	63.00	43.83	39°51'52"	42.96	N46°10'52"E
C22	63.00	49.24	44°46'57"	48.00	N03°51'27"E
C23	15.00	1.46	05°33'31"	1.46	N15°45'16"W
C24	15.00	8.05	30°45'38"	7.96	N02°24'19"E
C25	132.00	37.40	16°14'03"	37.28	N09°40'06"E
C26	892.00	3.81	00°14'42"	3.81	N01°40'25"E
C27	892.00	60.05	03°51'25"	60.03	N03°43'29"E
C28	892.00	60.01	03°51'17"	60.00	N07°34'49"E
C29	892.00	34.19	02°11'46"	34.19	N10°36'21"E
C30	132.00	19.97	08°40'06"	19.95	N07°22'11"E
C31	15.00	5.94	22°41'01"	5.90	N14°22'38"E
C32	15.00	4.41	16°49'26"	4.39	N34°07'51"E
C33	63.00	50.29	45°44'17"	48.97	N19°40'26"E
C34	63.00	43.83	39°51'52"	42.96	N23°07'39"W
C35	63.00	52.05	47°20'16"	50.58	N66°43'43"W
C36	63.00	6.13	05°34'29"	6.13	S86°48'54"W
C37	15.00	10.34	39°30'27"	10.14	N76°13'07"W
C38	132.00	19.97	08°40'06"	19.95	N60°47'57"W
C39	132.00	32.76	14°13'16"	32.68	N72°14'38"W
C40	15.00	23.56	90°00'00"	21.21	N69°52'00"E
C41	243.00	38.29	09°01'45"	38.25	S20°21'08"W
C42	243.00	67.73	15°58'09"	67.51	S07°51'11"W
C43	68.00	104.82	88°19'02"	94.74	N44°17'24"W
C44	63.00	49.52	45°01'57"	48.25	N88°58'07"E
C45A	15.00	5.44	20°47'43"	5.41	N76°51'00"E
C45B	15.00	4.90	18°42'44"	4.88	S83°23'47"E
C46	132.00	33.20	14°24'30"	33.11	S81°14'40"E
C47	15.00	23.12	88°19'02"	20.90	S44°17'24"E
C48	15.00	24.00	91°40'58"	21.52	S45°42'36"W
C49	15.00	24.00	91°40'58"	21.52	S45°42'36"W
C50	307.00	28.74	05°21'49"	28.73	N02°33'01"E
C51	307.00	57.10	10°39'23"	57.02	N10°33'38"E
C52	307.00	48.11	08°58'41"	48.06	N20°22'40"E
C53	15.00	23.56	90°00'00"	21.21	S20°08'00"E
C54	15.00	23.56	90°00'00"	21.21	N69°52'00"E
C55	243.00	68.51	16°09'13"	68.28	S16°47'23"W
C56	243.00	37.51	08°50'40"	37.47	S04°17'27"W
C57	15.00	23.12	88°19'02"	20.90	N44°17'24"W
C58	68.00	106.81	90°00'00"	96.17	S46°33'05"W
C59	956.00	53.77	03°13'21"	53.76	N03°09'45"E
C60	956.00	56.56	03°23'24"	56.56	N06°28'07"E
C61	956.00	59.07	03°32'25"	59.06	N09°56'02"E
C62	68.00	91.19	76°50'14"	84.51	S26°42'53"E
C63	792.00	76.76	05°33'12"	76.73	S22°05'24"W
C64	792.00	82.33	05°57'21"	82.29	S16°20'08"W
C65	792.00	53.22	03°50'59"	53.21	S11°25'58"W
C66	792.00	53.28	03°51'17"	53.27	S07°34'49"W
C67	792.00	53.31	03°51'25"	53.30	S03°43'29"W
C68	63.00	143.13	130°10'12"	114.27	N46°33'05"E
C69	892.00	158.06	10°09'09"	157.85	N06°37'39"E
C70	63.00	152.31	138°30'55"	117.83	N26°42'53"W
C71	956.00	169.40	10°09'09"	169.18	N06°37'39"E
C72	243.00	106.02	24°59'53"	105.18	N12°22'03"E
C73	307.00	133.94	24°59'53"	132.88	N12°22'03"E
C74	63.00	152.31	138°30'55"	117.83	S44°17'24"E
C75	243.00	106.02	24°59'53"	105.18	S12°22'03"W
C76	792.00	3.39	00°14'42"	3.39	S01°40'25"W
C77	15.00	9.51	36°19'09"	9.35	N00°22'27"W

TYPICAL SETBACK & P.U.E. DETAILS



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
11035 N Highland Blvd Suite 400
Highland Ut. 84003
office: (801) 492-1277
cell: (801) 616-1677

2 of 2

DIXIE FARMS
AMENDED PLAT "F-1"

LOCATED IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

SURVEYOR'S SEAL	CITY RECORDER SEAL	COUNTY RECORDER SEAL

Attachment: 2. Application (Dixie Farms Plat F-1)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 7, 2021
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on an amended final plat for Dixie Farms Plat F-1, located in the area of 900 West 900 South, in the PR-3.0 (Planned Residential) zone.

ACTIONS REQUESTED: Recommendation of approval of the amended final plat.

BACKGROUND INFORMATION					
Location:		900 West 900 South			
Applicants:		Grant Lefgren/Berg Engineering			
Existing Land Use:		Agriculture			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Agriculture			
	South	Residential (platted, not yet built)			
	East	Residential (platted, not yet built)			
	West	Residential (platted, not yet built)			
Existing Zoning:		PR-3.0			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	PF (Public Facilities)			
	South	PR-3.0			
	East	PR-3.0			
	West	PR-3.0			
Land Use Plan Designation:		Low Density Residential (3 du/ac)			
Zoning within density range?		x	Yes		No

Attachment: 3. Staff Report (Dixie Farms Plat F-1)

Background

****This item was tabled at the June 16th Planning Commission meeting as the applicant was not present. The applicant will be at the July 7th meeting to address questions of the Planning Commission.****

The property consisting of Dixie Farms was annexed in early 2018. Upon annexation, the property was zoned PR-3.0 (Planned Residential 3 du/ac), PF (Public Facilities), and SP (Shoreline Preservation). The PF zone designation lies within a power line corridor, slated as a linear park; additionally, the PF zone designation was given in an area for a potential alignment of the future Vineyard Connector. The Shoreline Preservation zone was designated for the area encompassing wetlands and floodplain adjacent to Utah Lake.

Plat F-1 was approved in 2020. The amended plat proposes two items: (1) adjustment of a common lot line between Lots 409A and 409B and (2) allowance of a variance for front and side yard setbacks.

Section 17.7.503.H.6(f) of the Development Code allows setback variances upon a recommendation and finding from the Planning Commission that "such variance is appropriate for the proper development of the lots and that such reduction will not result in the establishment of a hazardous condition". The applicant has provided a narrative for justification of setback variance. They propose a variance to the side setback, from 8' to 5' (to allow for a 3-car garage), and a variance to the front setback from 25' to 20' (for the house portion only; the garage still being held at 25'). The applicant feels these considerations will allow greater variety of architecture styles for homes; improving the streetscape scene and the reduction of on-street parking. The Planning Commission may, but is not required to, approve such variance.

The layout and number of lots is not changing from the original approved final plat.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as "Low Density Residential". The proposed subdivision is consistent with the Land Use Plan.

Section 17.7.211 of the Development Code

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

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

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

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

   This criterion has been met.

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

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

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

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

Attachment: 3. Staff Report (Dixie Farms Plat F-1)

e. The water rights conveyance documents have been provided.

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

FINDINGS OF FACT/CONDITIONS OF APPROVAL

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

1. The final plats are consistent with the preliminary plans.

2. The final plats are consistent with the Land Use Plan designation of “Low Density Residential”.

3. The final plats meet the criteria as found in Section 17.7.211 of the Development Code.

4. The applicant’s proposed setback variances are permissible upon a finding that such variance is appropriate for the proper development of the lots and that such reduction will not result in the establishment of a hazardous condition.

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

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the final plats for Dixie Farms Plat F-1, with the findings and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat of Dixie Farms Plat F-1.

TABLE

Mr. Chairman, I move that we table action on the final plat of Dixie Farms Plat F-1.

Attachment: 3. Staff Report (Dixie Farms Plat F-1)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 7/7/2021

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Dixie Farms Plat F-1

Project Address: 900 West 900 South

Developer / Applicant's Name: Grant Lefgren

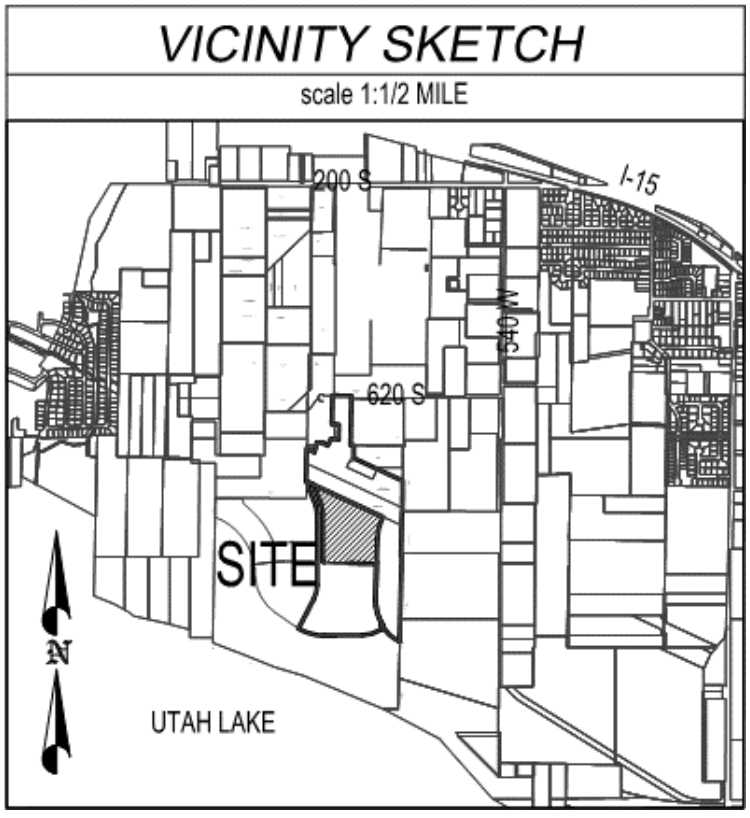
Type of Application:

- ☒ Subdivision Final Plat
- ☐ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☐ Commercial Site Plan
- ☐ Residential Accessory Structure Site Plan

Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 5/5/2021 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



Attachment: 3. Staff Report (Dixie Farms Plat F-1)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 3. Staff Report (Dixie Farms Plat F-1)

6. Hearing, review and action on an amended final plat for Dixie Farms Plat F-1 located at approximately 900 South 900 West in the PR 3.0 Planned Residential zone

Mr. Olsen stated that the property consisting of Dixie Farms was annexed in early 2018. Upon annexation, the property was zoned PR-3.0 (Planned Residential 3 du/ac), PF (Public Facilities), and SP (Shoreline Preservation). The PF zone designation lies within a power line corridor, slated as a linear park; additionally, the PF zone designation was given in an area for a potential alignment of the future Vineyard Connector. The Shoreline Preservation zone was designated for the area encompassing wetlands and floodplain adjacent to Utah Lake.

Plat F-1 was approved in 2020. The amended plat proposes two items: (1) adjustment of a common lot line between Lots 409A and 409B and (2) allowance of a variance for front and side yard setbacks.

Section 17.7.503.H.6(f) of the Development Code allows setback variances upon a recommendation and finding from the Planning Commission that "such variance is appropriate for the proper development of the lots and that such reduction will not result in the establishment of a hazardous condition". The applicant has provided a narrative for justification of setback variance. They propose a variance to the side setback, from 8' to 5' (to allow for a 3-car garage), and a variance to the front setback from 25' to 20' (for the house portion only; the garage still being held at 25'). The applicant feels these considerations will allow greater variety of architecture styles for homes; improving the streetscape scene and the reduction of on-street parking. The Planning Commission may, but is not required to, approve such variance. The layout and number of lots is not changing from the original approved final plat.

Mr. Grant Lefgren, applicant, explained the rationale behind his request. They have more properties than this parcel under contract, and these lots are slightly narrower than the others. The lots are 60' wide, they think the market will want 3rd car garages since there are no basements. With the 8' side setbacks and the larger garage, it doesn't give enough usable space. He recognizes that these are smaller lots and the 25' long driveway is a little much for a small lot. From an architectural and use standpoint they would like to reduce the side setbacks to 5'. He believes it will fit well with the small lot size, they would like porches or living space to encroach in the front setback by 5 ft. He thinks it will look and feel better by going from 8' to 5' on sides and from 25' to 20' in front.

Ms. Anderson asked if they would be willing to go 5' on one side and 8' on the other, giving 13' between homes instead of 10'.

Mr. Lefgren said that their company builds with 4' hallways and stairwells, more space than required. It makes the home feel noticeably more spacious. From an architectural standpoint they want to make the entry and the space welcoming. It would make a difference in the feel of the

Attachment: 4. Minutes (Dixie Farms Plat F-1)

home, especially in the entry. He's asking for every foot he can get. He believes that 10' between houses is not unusual.

Ms. Peay likes the idea of the 20' in front but she's not sold on the 5' side setback. This little space doesn't leave any room for variance or mistakes. When residents come in they will probably want a pergola or a hot tub and it will be very cramped.

Mr. Lefgren stated that he has two plan sets. Keeping the 8' side setbacks will result in not doing the 3-car garage. With prices so high, in the $600,000 range, the homes should have a 3-car garage. These are the smaller lots and they are trying to add some value.

Mr. Brocious sees value in bringing architectural variety by adjusting setbacks. He asked if the fire marshal is OK with that type of reduction? If there is a safety hazard he will not be in support.

Ms. Anderson agreed with Mr. Brocious on the need for variety. Not everyone wants a big lot, she thinks this is a good product. She likes the varied setbacks and is in favor. She feels that it is appropriate for the proper development of the lot.

Mr. Lefgren inquired if 10' is too hard, would commissioners consider a 6' setback? They could probably make that work, but would really like to have the house component in front of the garage.

Chairman Woffinden asked the fire marshal if 5' setbacks would be considered a safety risk.

Fire Marshal Sacco said that this is usually a question for the building department. He feels that going from 8' to 5' doesn't necessarily mean more risk.

Public Hearing Opened

No comments were received.

Public Hearing Closed

Mr. Frandsen moved to recommend approval of the final plats for Dixie Farms Plat F-1, with the findings and conditions listed in the staff report and subject to any findings, conditions and modifications listed in the engineering report.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Nay**
Jenny Peay	**Aye**
Bruce Frandsen	**Aye**
Rod Brocious	**Aye**

The motion passed.

Attachment: 4. Minutes (Dixie Farms Plat F-1)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on an ordinance approving a commercial site plan Maverik, located at 500 East Auto Mall Drive in the PI-1 Planned Industrial zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the site plan for Maverik as stated in the attached minutes of the July 7, 2021 planning commission meeting.

BACKGROUND The applicant proposes a Maverik gas station located at the corner of 500 East Auto Mall Drive. For further analysis, please refer to the attached site plan, staff report and planning commission minutes.

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

SUGGESTED MOTION I move to adopt the ordinance approving a commercial site plan for Maverik, located at 500 East Auto Mall Drive in the PI-1 Planned Industrial zone with instructions to the city recorder to withhold publication of the ordinance subject to:

- All conditions identified in the public record associated with the July 7, 2021 planning commission meeting.

SUPPORTING DOCUMENTS

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

ORDINANCE NO.

AN ORDINANCE APPROVING THE SITE PLAN FOR MAVERIK LOCATED AT 500 EAST AUTO MALL DRIVE

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

A. The site plan for Maverik as set forth in the attachment, is hereby approved.

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

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

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

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

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

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 27th DAY OF JULY, 2021.

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Maverik Site Plan)

MAVERIK, INC.

MAVERIK C-STORE
CONSTRUCTION DOCUMENTS

500 EAST AUTO MALL DRIVE, AMERICAN FORK, UTAH

DEVELOPER CONTACTS

APPLICANT
MAVERIK, INC. A UTAH CORPORATION
185 S. STATE STREET, SUITE 800
SALT LAKE CITY, UTAH 84111
CONTACT: CASSIE YOUNGER, ENTITLEMENTS MANAGER
O:330.554.0967

PROPERTY OWNER
MAVERIK, INC. A UTAH CORPORATION
185 S. STATE STREET, SUITE 800
SALT LAKE CITY, UTAH 84111
CONTACT: CASSIE YOUNGER, ENTITLEMENTS MANAGER
O:330.554.0967

CIVIL ENGINEER
MAVERIK, INC., A UTAH CORPORATION
185 S. STATE STREET, SUITE 800
SALT LAKE CITY, UTAH 84111
CONTACT: JOE TERBURG, P.E.
EMAIL: JOE.TERBURG@MAVERIK.COM
O: 801.428.7894

ARCHITECT
PRESCOTT MUIR AND ASSOCIATES
171 WEST PIERPONT AVE
SALT LAKE CITY, UTAH 84101
CONTACT: MEGAN CLARK, R.A.
EMAIL: MEGANC@PRESCOTTMUIR.COM
O: 801.521.9111

SURVEYOR
BENCHMARK LAND SURVEYING
CONTACT: BRIAN LINAM, PLS
O: 801.542.7192

LANDSCAPE ARCHITECT
FORESITE DESIGN GROUP
CONTACT: DAN MATTA, P.L.A.
EMAIL: DAN@FORESITEDESIGNGROUP.COM
O: 801.641.7464

ELECTRICAL ENGINEER
NEI
156 NORTH 12TH AVENUE
POCATELLO, IDAHO 83201
O: 208.232.2577

JURISDICTIONAL CONTACTS

CITY OF AMERICAN FORK PLANNING
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
CONTACT: ADAM OLSEN, DIRECTOR
O: 801.763.3060

CITY OF AMERICAN FORK ENGINEERING
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
CONTACT: REBECCA ANDRUS, P.E., CITY ENGINEER
O: 801.763.3060

STREETS DEPARTMENT
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
O: 801.854.5933

STORM WATER DIVISION
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
O: 801.854.4946

SANITARY SEWER
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
O: 801.854.5946

CULINARY WATER DIVISION
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
O: 801.763.3000

PRESSURIZED IRRIGATION DIVISION
275 EAST 200 NORTH
AMERICAN FORK, UTAH 84003
O: 801.854.5950

FIRE
AMERICAN FORK CITY FIRE DEPARTMENT
96 NORTH CENTER STREET
AMERICAN FORK, UTAH 84003
CONTACT: AARON BREMS, FIRE CHIEF
O: 801.763.3045

ROCKY MOUNTAIN POWER
CONTACT: ROCKY MOUNTAIN POWER MAIN OFFICE
O: 800.469.3981

DOMINION ENERGY
CONTACT: DOMINION MAIN OFFICE
O: 801-324-5111

COMCAST
CONTACT: COMCAST MAIN OFFICE (SANDY, UT)
O: 855-782-1061

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

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

3. CONTRACTOR TO INCLUDE COST OF UNDERGROUND UTILITY DETECTION COMPANY TO LOCATE AND MARK ALL EXISTING UTILITIES PRIOR TO ANY DEMOLITION OR EXCAVATION. ENGINEER TO BE PROVIDE WITH AS-BUILT SKETCH OF EXISTING UTILITIES, AND IS TO BE NOTIFIED IMMEDIATELY OF ANY POTENTIAL CONFLICTS WITH PROPOSED UTILITIES AND/OR FINISHED GRADES.

LEGAL DESCRIPTION
LOT 2, AUTO MALL DRIVE BUSINESS CENTER PLAT B, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER ON _____ AS ENTRY NO. _____

BASIS OF BEARINGS
NORTH 00°05'48" WEST, BEING THE BEARING BETWEEN THE NORTHWEST CORNER OF SECTION 25, T5S, R1E (FOUND BRASS CAP) AND THE WEST QUARTER CORNER OF SECTION 25, T5S, R1E (FOUND BRASS CAP) SLB&M

BENCHMARK
THE PHYSICAL BENCHMARK FOR THE PROJECT ORIGINATES FROM THE ALTA/NSPS LAND TITLE SURVEY. THE FOUND RIGHT OF WAY MARKER AT THE NORTHWEST CORNER OF THE INTERSECTION OF 500 E. & AUTO MALL DRIVE, AS SHOWN.
BENCHMARK ELEVATION = 4530.32

FLOODPLAIN NOTE
SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X". "X" WHICH IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AND SUCH FLOOD CONDITION IS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAPS, COMMUNITY NO. 49049C0306F, DATED 06/19/2020.

NOTES:
1. SOME ELEVATIONS HAVE THE FIRST TWO DIGITS TRUNCATED, ADD 4500 TO THESE SPOT ELEVATIONS.

2. ALL PROPOSED STORM PIPE SHALL BE PVC UNLESS OTHERWISE NOTED.

3. ELEVATIONS ARE SHOWN AT THE FLOWLINE OF THE CURB UNLESS OTHERWISE SPECIFIED.

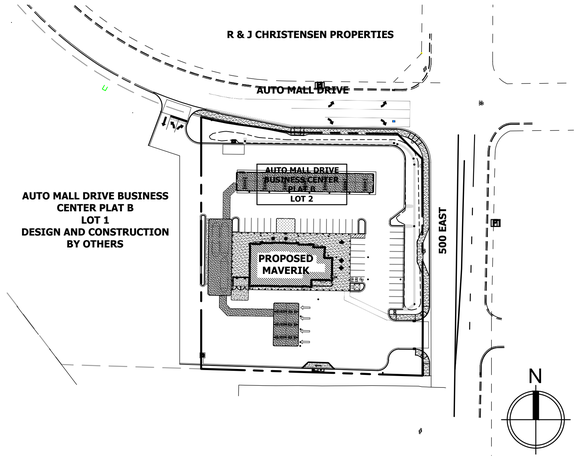
4. STUB ALL UTILITY SERVICE LINES TO WITHIN 5 FEET OF BUILDING.

SOIL PREPARATION AND PAVEMENT DESIGN NOTE
DEMOLITION, SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS:

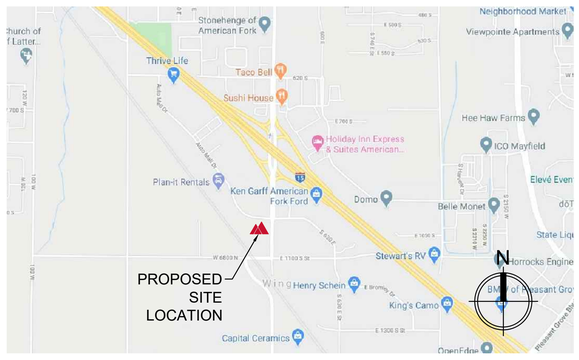
GEOTECHNICAL ENGINEER:
GEO STRATA ENGINEERING AND GEOSCIENCES
14425 SOUTH CENTER POINT WAY
BLUFFDALE, UTAH 84065

CONTACT: JAMEY SAGE
EMAIL: JAMESS@GEOSTRATA-LLC.COM
TEL: 801.232.0029
PROJECT NO. 1092-079
DATED: OCTOBER 28, 2020

THE CONTRACTOR WILL FULLY REVIEW THIS REPORT PRIOR TO CONSTRUCTION. INFORMATION IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED IN THE CONSTRUCTION PLANS AND SPECIFICATION REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.



SITE REFERENCE
SCALE: 1" = 100'



LOCATION MAP
SCALE: 1" = 2000'

SHEET INDEX

C0.00	COVER SHEET
C0.10	GENERAL NOTES
C0.20	LEGEND & ABBREVIATIONS
1 OF 1	ALTA
C0.30	DEMOLITION PLAN
C1.00	SITE PLAN
C1.10	PAVING PLAN
C1.90-C1.94	SITE DETAILS
C2.00	GRADING PLAN
C2.01	FUELING AREA GRADING DETAIL
C2.10	DRAINAGE PLAN
C2.11	AUTO MALL DRIVE GRADING PLAN
C2.12	500 EAST GRADING PLAN
C2.90	GRADING & DRAINAGE DETAILS
C3.00	SWPPP PLAN
C3.90	SWPPP DETAILS
C4.00	UTILITY PLAN
C4.90	UTILITY DETAILS
E1.1	PHOTOMETRIC PLAN
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE NOTES AND DETAILS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION NOTES AND DETAILS

SITE DATA

PARCEL NUMBERS	13-061-0111		
TOTAL SITE AREA	104,065 SQ. FT.	2.39 ACRES	100%
BUILDING FOOTPRINT	6,132 SQ. FT.		5.9%
LANDSCAPING AREA	15,379 SQ. FT.		14.8%
PARKING REQUIRED	12 PARKING STALLS		
PARKING PROVIDED	38 TOTAL STALLS (INCLUDES 2 ADA STALLS) 3 BICYCLE SPACES		
BUILDING HEIGHT	29'-1"		
ZONING	CC-1 ZONE		

CALL BLUE STAKES LOCATION CENTER

811

CALL TWO BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES
WWW.BLUESTAKES.ORG

American Fork City
Technical Review Committee

Engineering Division
Approved
bhunter 06/15/2021

Planning Department:
Approved
wknobloch 06/15/2021

MAVERIK

185 S. State Street
Salt Lake City, Utah 84111

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PROJECT
CIVIL ENGINEERING
PERFORMED IN-HOUSE
BY MAVERIK

STAMP:

LICENSED PROFESSIONAL ENGINEER
JOE ANN TERBURG
NO. 9031907
REGISTERED
STATE OF UTAH

MAVERIK, INC.
PROPOSED MAVERIK C-STORE
500 EAST & AUTO MALL DRIVE,
AMERICAN FORK, UT
NW ¼ OF SECTION 25, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SLB&M

REVISION RECORD

	DESCRIPTION	DATE

DRAWN BY: JMM | APPROVED BY: JAT

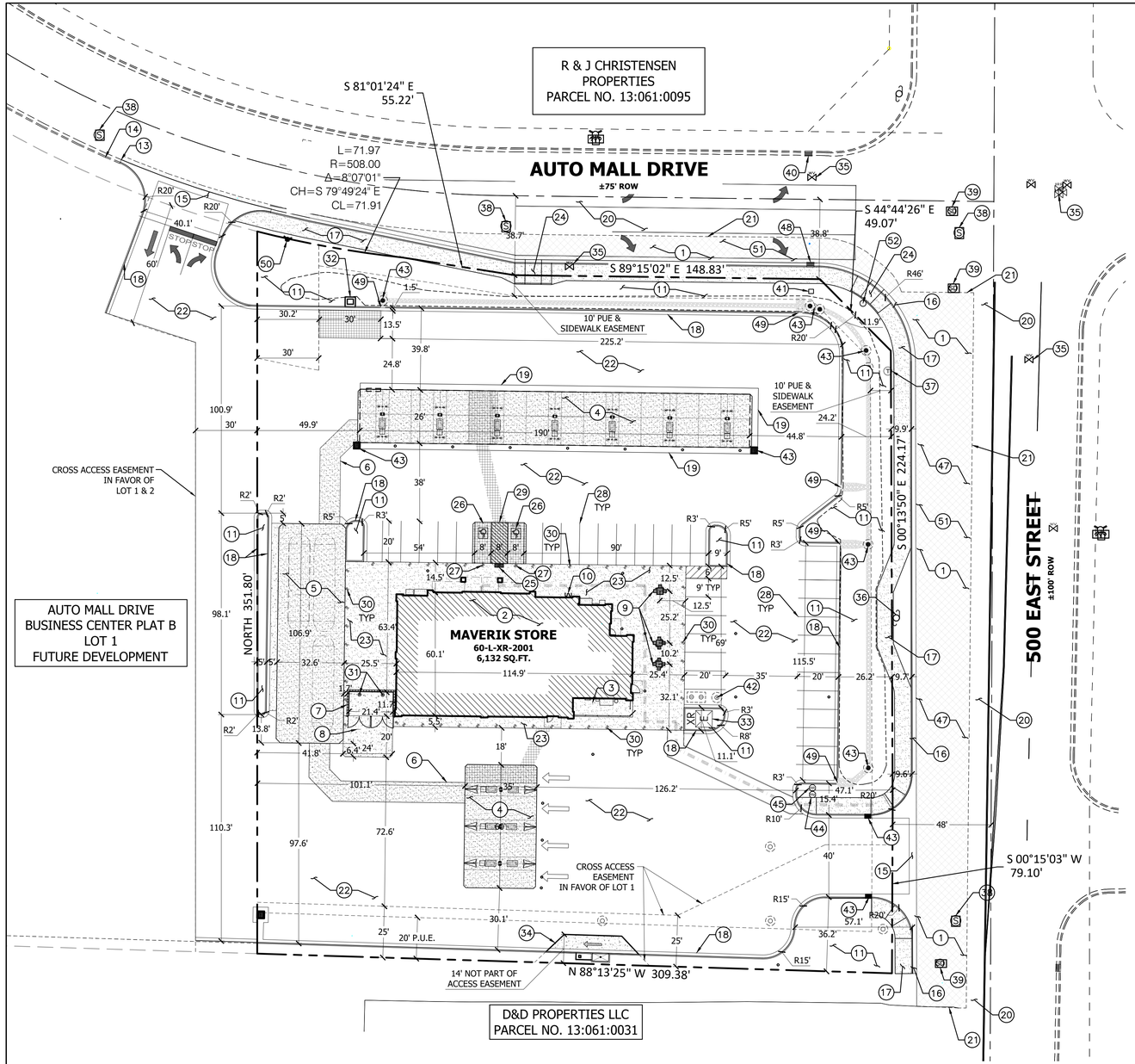
DRAWING ISSUE
DATE: 06/11/2021
PROJECT NUMBER: 20070 | STORE #: TBD

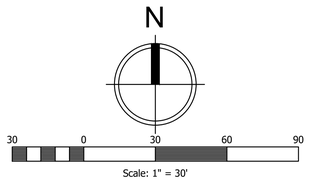
SHEET NAME
COVER SHEET

SHEET NUMBER
C0.00

Attachment: 2. Site Plan (Maverik Site Plan)

6/11/2021 1:24:42 PM JILL MAROSTICA P:\Departments\Maverik Real Estate\03Design\Projects\2020\20070_UT_American Fork_500 N and Auto Mall Drive SWC\02_Civil\03_CD\20070 - C0.00 - Cover Sheet.dwg





SITE LEGEND

- ASPHALT PAVEMENT
- AREAS TO COMPLY WITH ADA STANDARDS
- LIGHTWEIGHT CONCRETE PAVEMENT CONSTRUCT PER PLAN NOTE
- FUEL FACILITY CONCRETE PAVEMENT CONSTRUCT PER PLAN NOTE
- MEDIUM WEIGHT CONCRETE PAVEMENT CONSTRUCT PER PLAN NOTE
- ADA PATH

SITE PLAN KEYNOTES

1. CONTRACTOR TO OBTAIN ALL NECESSARY JURISDICTIONAL PERMITS BEFORE PERFORMING WORK WITHIN THE RIGHT-OF-WAY AND PERFORM ALL WORK TO JURISDICTIONAL STANDARDS.
2. PROPOSED 6,132 SQ.FT. MAVERIK CONVENIENCE STORE. REFERENCE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS & DETAILS.
3. PROPOSED HOUSEKEEPING PAD. REFERENCE STRUCTURAL DRAWINGS FOR CONCRETE FOUNDATION, ARCHITECTURAL AND ELECTRICAL DRAWINGS FOR EQUIPMENT DETAILS AND INSTALLATION. RE: GRADING DRAWINGS FOR SPOT ELEVATIONS.
4. PROPOSED FUEL CANOPY & CONCRETE FUEL ISLAND PAD. CHAMFER ALL PAD CORNERS AS SHOWN. FURNISH & INSTALL ISLAND PER SHEET C2.01. FURNISH & INSTALL ROOF DRAIN LATERALS AND WATER LINE PER SHEET C4.00. REFERENCE FUEL DISPENSING/MEP DRAWINGS FOR ALL OTHER UTILITY INSTALLATION. FURNISH & INSTALL FUEL CANOPY PER ARCHITECTURAL AND FUEL CANOPY DRAWINGS.
5. PROPOSED UNDERGROUND FUEL STORAGE. FURNISH & INSTALL TANKS AND BACKFILL PER FUEL DISPENSING DRAWINGS. CONCRETE CAP DIMENSIONS PER FUEL DISPENSING DRAWINGS. RE: SHEET C1.92, DETAIL D AND FUELING PLANS.
6. FURNISH & INSTALL FUEL PIPING AND BACKFILL PER FUEL DISPENSING DRAWINGS. PIPE ROUTING SHOWN FOR REFERENCE ONLY, REFER TO FUEL DISPENSING DRAWINGS FOR DESIGNED ROUTING. FURNISH & INSTALL CONCRETE CONTROL TRENCH CAP SECTION, RE: SHEET C1.93, DETAIL A. TRENCH CAP WIDTH TO EXTEND 2-FOOT MINIMUM BEYOND EXTENTS OF FUEL LINES, BOTH SIDES.
7. PROPOSED TRASH ENCLOSURE, FURNISH & INSTALL PER ARCHITECTURAL DRAWINGS. FOUNDATION PER STRUCTURAL DRAWINGS.
8. FURNISH & INSTALL TRASH ENCLOSURE CONCRETE PAD PER STRUCTURAL REQUIREMENTS. RE: STRUCTURAL AND ARCHITECTURAL DETAILS. FURNISH & INSTALL CONCRETE RUNOUT PAD IN FRONT OF DUMPSTER PER HEAVY DUTY CONCRETE DETAIL SHEET C1.90 DETAIL A.
9. INSTALL MAVERIK SUPPLIED PICNIC TABLES, LOCATION AS SHOWN.
10. FURNISH & INSTALL BICYCLE RACK. PROVIDE A MINIMUM OF 3 BICYCLE SPACES RE: SHEET C1.91, DETAILS C & D.
11. FURNISH & INSTALL SITE LANDSCAPING AND IRRIGATION SYSTEM. REFERENCE LANDSCAPE DESIGN DOCUMENTS FOR DETAILS.
12. PROPOSED ON-SITE SIGNAGE BY OWNER'S SIGN CONTRACTOR. REFERENCE SIGNAGE, ELECTRICAL AND ARCHITECTURAL DRAWINGS FOR DETAILS AND INSTALLATION OF SIGNAGE AND REQUIRED UTILITY CONNECTIONS.
13. SAWCUT EXISTING CONCRETE CURB, GUTTER & SIDEWALK TO NEAREST JOINT TO ACCOMMODATE INSTALLATION OF SITE IMPROVEMENTS AND UTILITIES. REMOVE AND LEGALLY DISPOSE OF. REPAIR PER AMERICAN FORK STANDARDS AND SPECIFICATIONS.
14. EXISTING CONCRETE CURB (AND GUTTER) TO REMAIN. PROTECT IN PLACE AND SAWCUT TO THE NEAREST JOINT AND REPAIR, PER JURISDICTIONAL STANDARDS AND SPECIFICATIONS, ANY SECTIONS DAMAGED DURING CONSTRUCTION.
15. FURNISH & INSTALL CONCRETE OPEN DRIVE APPROACH PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
16. FURNISH & INSTALL 30 INCH CONCRETE CURB AND GUTTER PER AMERICAN FORK CITY STANDARD DETAILS, SHEET C1.94.
17. FURNISH & INSTALL 8' WIDE CONCRETE SIDEWALK PER AMERICAN FOR CITY STANDARDS AND SPECIFICATIONS.
18. FURNISH & INSTALL 24 INCH CONCRETE CURB AND GUTTER. RE: SHEET C1.93, DETAILS B,C,D & E. SEE PAVING PLAN SHEET C1.10 FOR LOCATIONS OF MOUNTABLE AND SPILL CURB.
19. FURNISH & INSTALL 3-FOOT CONCRETE WATERWAY. RE: SHEET C1.91, DETAIL E.
20. EXISTING ASPHALT PAVEMENT TO REMAIN, PROTECT IN PLACE AND REPAIR ANY SECTIONS DAMAGED DURING CONSTRUCTION PER AMERICAN FORK CITY STANDARDS & SPECIFICATIONS, SHEET C1.94.
21. FULL DEPTH SAWCUT EXISTING ASPHALT (2-FOOT MIN. WIDTH) TO ACCOMMODATE INSTALLATION OF SITE IMPROVEMENTS AND UTILITIES. REMOVE AND LEGALLY DISPOSE OF. REPAIR PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
22. FURNISH & INSTALL SITE CONCRETE AND ASPHALT PAVING. REFERENCE PAVING PLAN, SHEET C1.10 FOR DETAILS
23. FURNISH & INSTALL 4 INCH MINIMUM THICK CONCRETE WALKWAY AT BUILDING WITH LIGHT BROOM FINISH. RE: SHEET C1.91, DETAIL F.
24. FURNISH & INSTALL ADA RAMP PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS. RE: SHEET C1.94.
25. FURNISH & INSTALL DETECTABLE WARNING STRIP PER AMERICAN FORK CITY AND APWA STANDARDS. RE: APWA DETECTABLE WARNING SURFACE DETAIL 238
26. PAINT ADA MARKINGS IN PARKING STALLS PER AMERICAN FORK CITY AND ADA STANDARDS. RE: SHEET C1.90 DETAIL F, H AND I.
27. FURNISH & INSTALL ADA PARKING SIGN WITH 4-INCH REBOUNDING BOLLARD. INCLUDE "VAN" PLACARD CORRESPONDING TO VAN DESIGNATED STALL AS SHOWN. RE: SHEET C1.91, DETAIL G.
28. PAINT ADA MARKINGS IN PARKING STALLS PER JURISDICTIONAL AND ADA STANDARDS. RE: SHEET C1.90, DETAILS F, H AND I.
29. FURNISH & INSTALL 4" WIDE SOLID YELLOW DIAGONAL STRIPING, TYPICAL AS SHOWN. REFERENCE MUTCD FOR DETAILS AND SPECIFICATIONS.
30. FURNISH & INSTALL REBOUNDING BOLLARD CENTERED IN WIDTH OF EACH PARKING STALL ABUTTING SIDEWALK PER MAVERIK STANDARDS. RE: SHEET C1.91, DETAILS H AND I.
31. FURNISH & INSTALL PIPE BOLLARD IN TRASH ENCLOSURE PER MAVERIK STANDARDS. RE: SHEET C1.90 DETAIL B. TRASH ENCCLOSURE PER ARCHITECTURAL PLANS.
32. INSTALL MAVERIK PROVIDED XACTAIR AIR STATION AND FOUNDATION PER MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS. RE: SHEET C1.91, DETAIL B.
33. PROPOSED ELECTRICAL TRANSFORMER. CONTRACTOR TO COORDINATE WITH ROCKY MOUNTAIN POWER FOR EXACT LOCATION AND REFERENCE ELECTRICAL DRAWINGS FOR INSTALLATION REQUIREMENTS. RE: UTILITY PLANS. RE: SHEET C4.00
34. FURNISH & INSTALL RV DUMP STATION. RE: UTILITY PLAN SHEET C4.00.
35. EXISTING WATER VALVE. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
36. EXISTING UTILITY POLE. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
37. EXISTING TELECOMMUNICATIONS BOX. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
38. EXISTING SANITARY SEWER MANHOLE. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
39. EXISTING STORM DRAIN MANHOLE. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
40. EXISTING STORM DRAIN CATCH BASIN. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
41. EXISTING STORM DRAIN BOX. PROTECT IN PLACE THROUGHOUT CONSTRUCTION.
42. PROPOSED SANITARY SEWER STRUCTURE. RE: UTILITY PLAN C4.00
43. PROPOSED STORM DRAIN STRUCTURE. RE: DRAINAGE PLAN. C2.10
44. PROPOSED WATER METER. RE: UTILITY PLAN, SHEET C4.00
45. PROPOSED IRRIGATION METER. RE: UTILITY PLAN C4.00
46. FURNISH & INSTALL SITE LIGHTING. LIGHT POLE BASE RE: SHEET C1.91 DETAIL A. REFERENCE ELECTRICAL AND PHOTOMETRIC DRAWINGS FOR FIXTURE AND WIRING REQUIREMENTS.
47. FURNISH & INSTALL ASPHALT PAVING PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
48. FURNISH & INSTALL CATCH BASIN PER AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS. RE: GRADING DRAWING, C2.00.
49. 2-FOOT WIDE CURB CUT WITH RIP RAP OUTFALL. REFERENCE GRADING DRAWING, SHEET C2.00.
50. FURNISH & INSTALL FIRE HYDRANT PER AMERICAN FORK CITY STANDARDS AND SPECIFICATION. RE: UTILITY PLAN, SHEET C4.00.
51. REFERENCE SHEETS C2.12 AND C2.13 FOR ALL WORK WITHIN PUBLIC RIGHT-OF-WAY.
52. EXISTING TRAFFIC SIGNAL POLE. PROTECT IN PLACE DURING CONSTRUCTION. CONTRACTOR TO FIELD VERIFY LOCATION AND COORDINATE WITH ENGINEERING DIVISION IF ADJUSTMENTS TO THE RAMP ARE NECESSARY.

CAUTION
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NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK.

NOTE: CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE, OR FEDERAL AGENCY. UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO AS-BUILT PLANS, CERTIFICATION, INSPECTIONS, AND REPORTS.

NOTE: CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM OWNERS ENGINEER AND VERIFY ALL HORIZONTAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEY MUST VERIFY ALL BENCMARK, BASIS OF BEARING, AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL AND VERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING OR CONSTRUCTION WORK.

MAVERIK
185 S. State Street
Salt Lake City, Utah 84111

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PROJECT
CIVIL ENGINEERING
PERFORMED IN-HOUSE
BY MAVERIK

STAMP:

LICENSED PROFESSIONAL ENGINEER
JOE ANN TERBURG
NO. 11396007
REGISTERED
STATE OF UTAH

MAVERIK, INC.
PROPOSED MAVERIK C-STORE
500 EAST & AUTO MALL DRIVE,
AMERICAN FORK, UT
NW ¼ OF SECTION 25, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SLB&M

REVISION RECORD

	DESCRIPTION	DATE

DRAWN BY: JMM | APPROVED BY: JAT

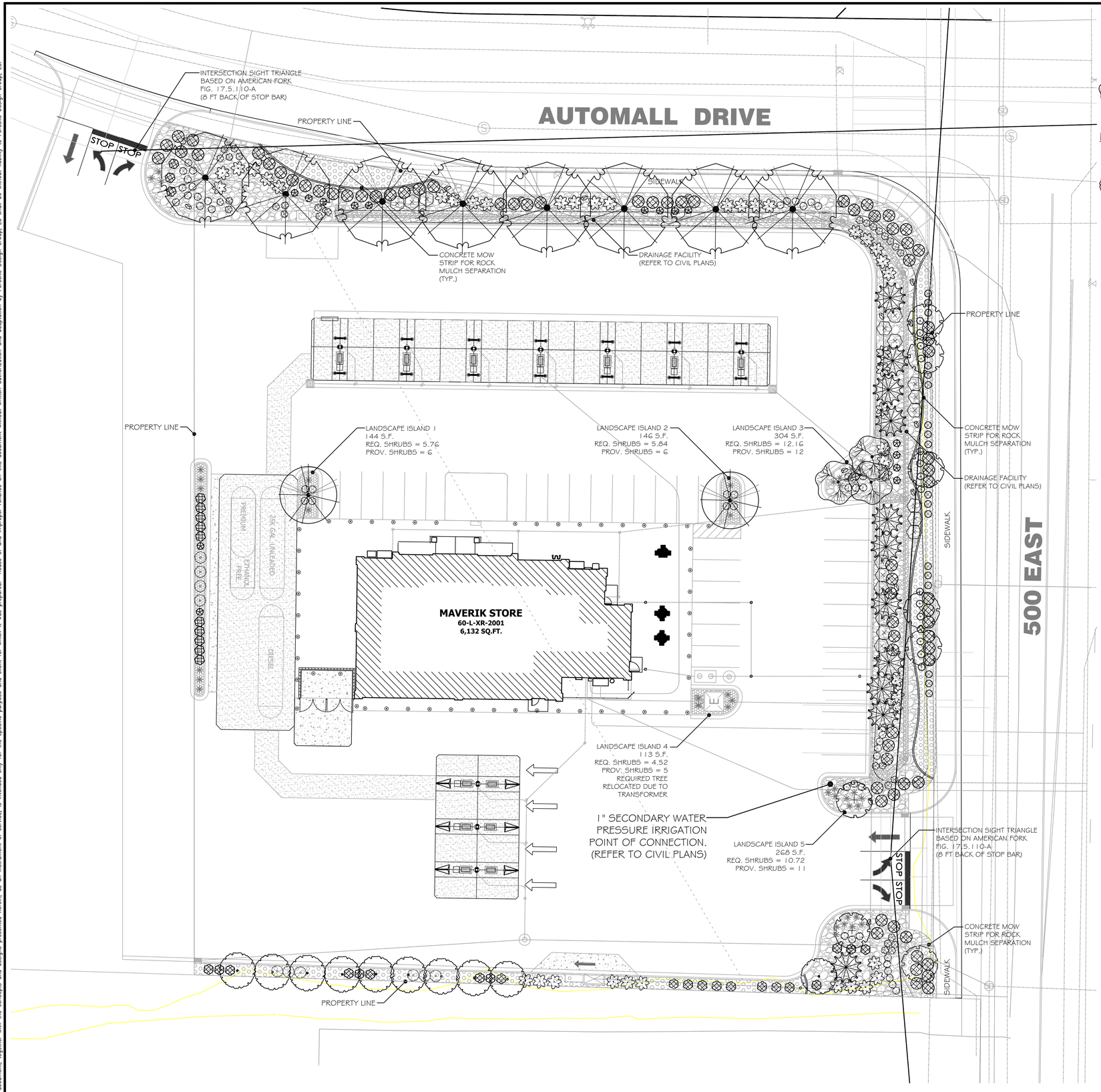
DRAWING ISSUE
DATE: 06/11/2021
PROJECT NUMBER: 20070 | STORE #: TBD

SHEET NAME
SITE PLAN

SHEET NUMBER
C1.00

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Attachment: 2. Site Plan (Maverik Site Plan)



PLANT SCHEDULE TOTAL PROJECT

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	Acer campestre / Hedge Maple	B & B	2.5"Cal		2
	Acer grandidentatum / Bigtooth Maple	B & B	2.5"Cal		3
	Acer tataricum / Tatarian Maple	15 gal			8
	Gleditsia tnacanthos inermis `Shademaster` TM / Shademaster Locust	B & B	2.5"Cal		8
	Pinus flexilis `Vanderwolf`s Pyramid` / Vanderwolf`s Pyramid Pine	B & B		6`	11
	Zelkova serrata `Musashino` / Sawleaf Zelkova	B & B	2.5"Cal		10

SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	1 gal	49
	Caryoptens x clandonensis `Dark Knight` / Blue Mist Shrub	5 gal	34
	Euonymus alatus `Compactus` / Compact Burning Bush	5 gal	10
	Helictotnchon sempervirens / Blue Oat Grass	1 gal	39
	Juniperus horizontalis `Bar Harbor` / Bar Harbor Creeping Juniper	5 gal	75
	Miscanthus sinensis `Gracillimus` / Maiden Grass	5 gal	43
	Miscanthus sinensis `Purpurescens` / Flame Grass	5 gal	19
	Pennisetum alopecuroides `Hameln` / Hameln Dwarf Fountain Grass	1 gal	15
	Pennisetum alopecuroides `Little Bunny` / Little Bunny Fountain Grass	1 gal	31
	Perovskia atriplicifolia `Blue Spires` / Russian Sage	2 gal	15
	Rhus aromatica `Autumn Amber` / Autumn Amber Sumac	5 gal	18

PLANT SYMBOLS IN THE PLANT SCHEDULE ARE NOT THE SAME SIZE AS PLANT SYMBOLS IN PLAN VIEW

MULCHES / ROCK		
	3" MINIMUM DEPTH OF 1" TO 1-1/2" OF COLORED CRUSHED ROCK (BROWNS, REDS & GRAYS) OVER DEWITT PRO 5 WEED BARRIER	792 S.F.
	3" MINIMUM DEPTH OF 1-1/2" TO 2-1/2" OF COLORED CRUSHED ROCK (BROWNS, REDS & GRAYS) OVER DEWITT PRO 5 WEED BARRIER	3,732 S.F.
	3" MINIMUM DEPTH OF 2-1/2" TO 4" OF COLORED CRUSHED ROCK (GRAYS, WHITES & BLACKS) OVER DEWITT PRO 5 WEED BARRIER	10,860 S.F.
	CONCRETE MOW STRIP - REFER TO SHEET L-2	
	8-18 CF LANDSCAPE BOULDER (BROWNS, REDS & GRAYS)	18 EACH

NOTES:
1. SEE SHEET L-2 FOR LANDSCAPE NOTES AND DETAILS.
2. LANDSCAPE MATERIAL SQUARE FOOTAGES AND PLANT QUANTITIES FOR REFERENCE ONLY, CONTRACTOR TO VERIFY ALL QUANTITIES AND SQUARE FOOTAGES.
3. CLEAR VIEW AREA AT STREET INTERSECTIONS IS TO BE MEASURED PER AMERICAN FORK DEVELOPMENT CODE SECTION 17.5.110. STREET TREE BRANCHES TO BE MAINTAINED AT A MIN. DISTANCE OF 8 FT FROM FINISHED GRADE.
4. IRRIGATION SYSTEM IS EQUIPPED WITH A SMART ET BASED CONTROLLER AND RAIN SENSOR AS PART OF THE SPRINKLER SYSTEM.
5. ROCK MULCHES AND BOULDERS TO COMPLIMENT & BLEND WITH ARCHITECTURAL MATERIALS AND COLORS. CONTRACTOR TO SUBMIT SAMPLES TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DELIVERY.
6. SHADE TREES ARE TO BE A MINIMUM OF 2-1/2" CALIPER (MEASURED SIX INCHES ABOVE THE ROOT BALL) AT TIME OF PLANTING.
7. ORNAMENTAL TREES ARE TO BE A MINIMUM OF 1-1/2" CALIPER (MEASURED SIX INCHES ABOVE THE ROOT BALL) AT TIME OF PLANTING.
8. EVERGREEN TREES ARE TO BE A MINIMUM OF SIX FEET TALL AT TIME OF PLANTING.
9. DECIDUOUS AND EVERGREEN SHRUBS ARE TO BE FIVE-GALLON CONTAINER. PERENNIALS AND GROUND COVERS ARE TO BE ONE-GALLON CONTAINER.

LANDSCAPE CALCULATIONS SUMMARY

ON SITE LANDSCAPE PROVIDED
15,557 S.F. 14.95% OF SITE = 104,065 S.F.
TOTAL PROJECT LANDSCAPING (INCLUDING AREAS IN ROAD R.O.W.)
16,639 S.F.
TOTAL LANDSCAPE AREA IN TURF GRASS (INCLUDING ROAD R.O.W.)
0 S.F. 0.00% OF LANDSCAPE
TOTAL AREA IN DROUGHT TOLERANT LANDSCAPE (INCLUDING R.O.W)
16,639 S.F. 100.00% OF LANDSCAPE
PERCENT OF LANDSCAPE PLANT MATERIAL AREA VALUE COVERAGE (EXCLUDES TURF GRASS)
195.25% BASED ON "WATER-WISE PLANTS", WITH TREES CALC.
50.41% BASED ON "WATER-WISE PLANTS", WITHOUT TREES CALC.
PERCENT OF DROUGHT TOLERANT PLANTS (EXCLUDES TURF GRASS)
100.00% BASED ON WATER CONSERVING PLANT LISTS
PERCENT OF LANDSCAPE AREA OF LIVE PLANT COVERAGE (INCLUDES TURF GRASS)
195.25% WITH TREES CALCULATED
50.41% WITHOUT TREES CALCULATED (50% REQUIRED)
REQUIRED 500 EAST STREET TREES
8.4 TREES 337 FT DIV. BY 40
PROVIDED 500 EAST STREET TREES
8 TREES (SMALLER TREE SPECIES DUE TO OVERHEAD POWER LINE)
REQUIRED AUTO MALL DRIVE STREET TREES
7.9 TREES 317 FT DIV. BY 40
PROVIDED AUTO MALL STREET TREES
8 TREES
REQUIRED INTERIOR PARKING LOT TREES
6 TREES 38 PARKING STALLS DIV. BY 6
PROVIDED INTERIOR PARKING LOT TREES
6 TREES
OVERALL REQUIRED SITE TREES
42 TREES 104,065 S.F. SITE AREA DIV. BY 2,500
OVERALL PROVIDED SITE TREES
42 TREES
OVERALL REQUIRED SITE SHRUBS
347 SHRBUS 104,065 S.F. SITE AREA DIV. BY 300
OVERALL PROVIDED SITE SHRUBS, ORNAMENTAL GRASSES, ANNUALS/PERENNIALS & GROUND COVERS
348 SHRUBS
(REQUIRED TREES & SHRUBS PER CODE OF ORDINANCES SECTION 17.5.121.C.)

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

NO.	REVISIONS	BY	DATE

PROJECT PROFESSIONAL: DCM DESIGNER: DCM

Foresite Design Group, L.C.
PLANNING, LANDSCAPE ARCHITECTURE & SITE DESIGN SERVICES
13892 ARROW CREEK DRIVE
DRAPER, UTAH 84020
PHONE: 801.641.7464
www.foresitedesigngroup.com

MAVERIK C-STORE
LANDSCAPE PLAN
500 EAST & AUTO MALL DRIVE, AMERICAN FORK, UTAH

LICENSED LANDSCAPE ARCHITECT DAN C. MATTA No. 106248 4/19/21

SHEET: L-1
FILE NAME: FDG-249 SCALE: 1"=20

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Foresite Design Group, LC shall be without liability to Foresite Design Group, LC.

Attachment: 2. Site Plan (Maverik Site Plan)



2 FRONT PERSPECTIVE - FRONT LEFT
SCALE:



1 BUILDING PERSPECTIVE - FRONT RIGHT
SCALE:

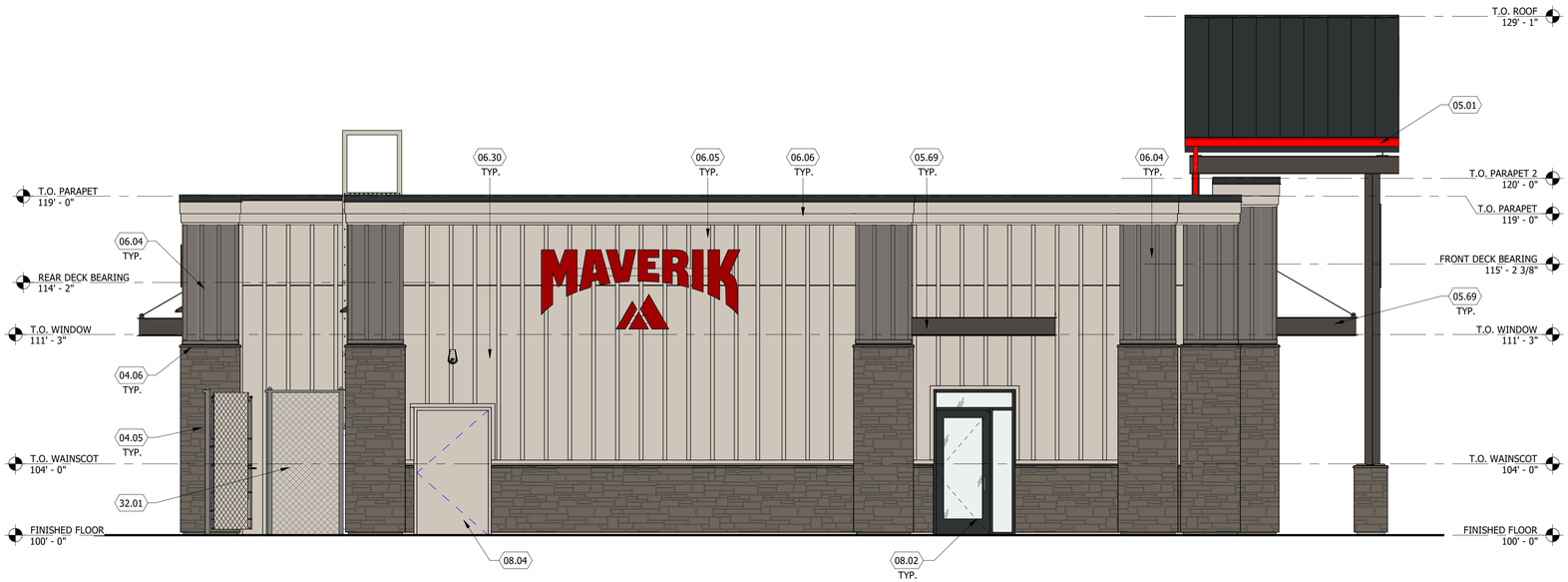
PROPOSED MAVERIK C-STORE

Prototype Version: 60_L_XR_2101
Building Square Footage: 6,103 SF
Construction Type/Occupancy Classification: V-B / M

A-3 | PERSPECTIVE VIEWS

MAVERIK
185 S. State Street
Salt Lake City, Utah 84111

Attachment: 2. Site Plan (Maverik Site Plan)



2 LEFT ELEVATION

SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION

SCALE: 1/4" = 1'-0"

KEYED NOTES

04.05	CULTURED STONE VENEER, SKYLINE, COUNTRY LEDGESTONE
04.06	CULTURED STONE VENEER CAP, SKYLINE, COUNTRY LEDGESTONE
05.01	PRE-FINISHED GUTTER, BRITE RED
05.69	STEEL AWNING, COLOR P-9
06.04	FIBER CEMENT BOARD & BATTEN SIDING, BB-2
06.05	FIBER CEMENT BOARD & BATTEN SIDING, BB-1
06.06	FIBER CEMENT TRIM BB-3
06.30	HORIZONTAL JOINT IN SIDING
08.02	ALUMINUM STOREFRONT SYSTEM, DARK BRONZE
08.04	HOLLOW METAL DOOR AND FRAME, PAINTED AGED PEWTER
08.05	WINDOW, SEE SCHEDULE
32.01	CHAIN LINK FENCE WITH PRIVACY SLATS. COLOR TO MATCH BUILDING FIELD COLOR

PROPOSED MAVERIK C-STORE

Prototype Version: 60_L_XR_2101

Building Square Footage: 6,103 SF

Construction Type/Occupancy Classification: V-B / M

A-4 | EXTERIOR ELEVATIONS

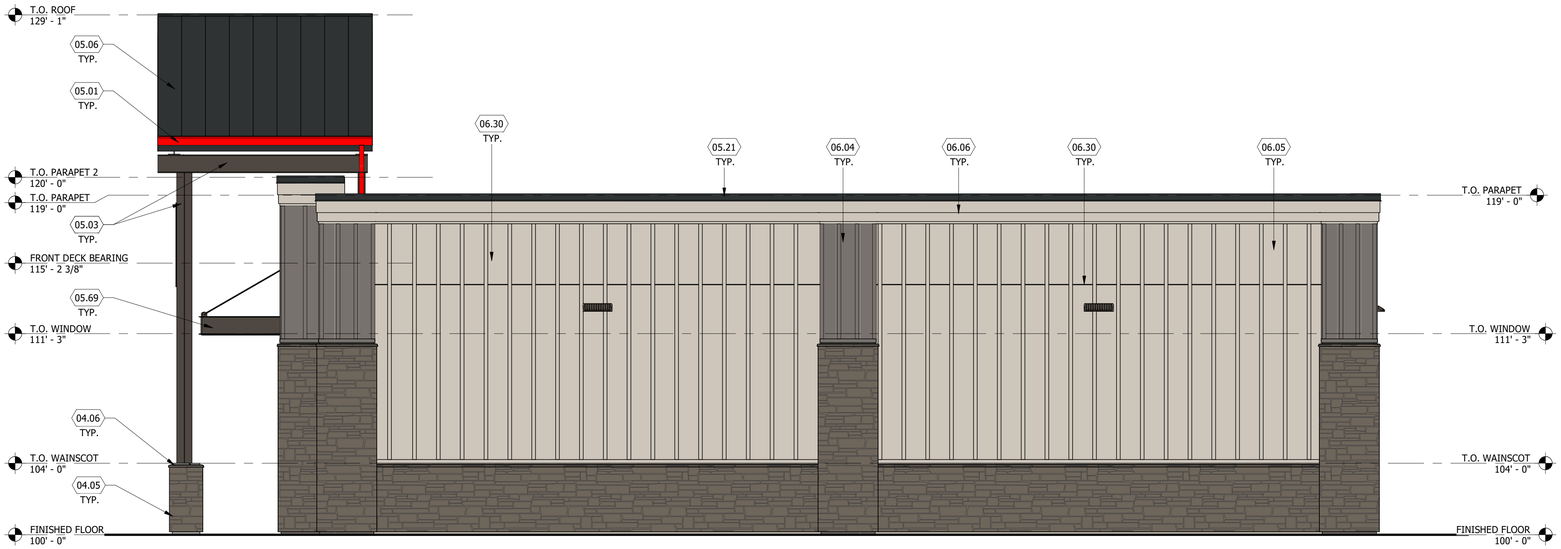
MAVERIK

185 S. State Street
Salt Lake City, Utah 84111

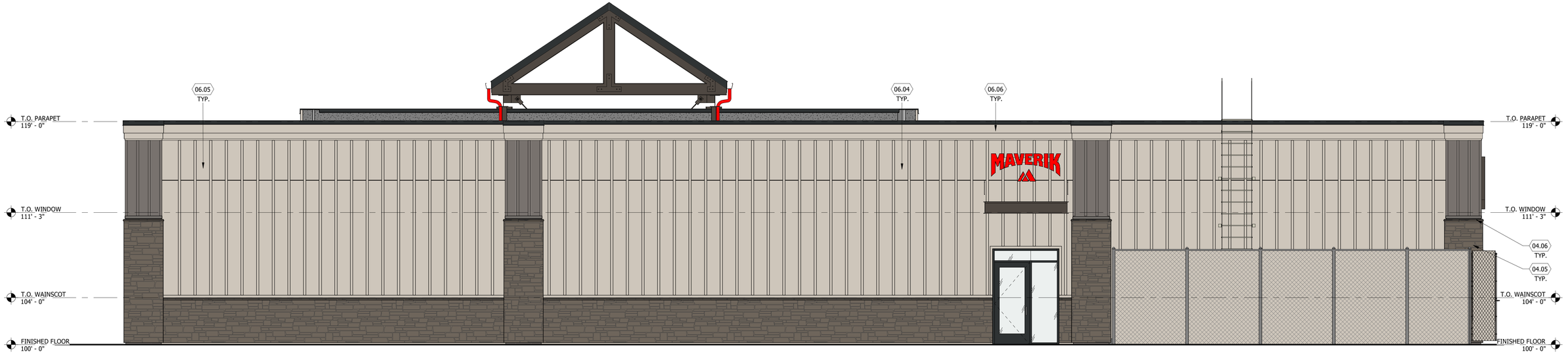
Attachment: 2. Site Plan (Maverik Site Plan)

KEYED NOTES

04.05	CULTURED STONE VENEER, SKYLINE, COUNTRY LEDGESTONE
04.06	CULTURED STONE VENEER CAP, SKYLINE, COUNTRY LEDGESTONE
05.01	PRE-FINISHED GUTTER, BRITE RED
05.03	PAINTED STEEL, BLACK FOX
05.06	MBCI PRE-FINISHED METAL ROOF, 1 3/4" STANDING SEAM, MIDNIGHT BRONZE
05.21	PRE-FINISHED METAL COPING, COLOR C-1
05.69	STEEL AWNING, COLOR P-9
06.04	FIBER CEMENT BOARD & BATTEN SIDING, BB-2
06.05	FIBER CEMENT BOARD & BATTEN SIDING, BB-1
06.06	FIBER CEMENT TRIM BB-3
06.30	HORIZONTAL JOINT IN SIDING



2 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



1 REAR ELEVATION
SCALE: 1/4" = 1'-0"

PROPOSED MAVERIK C-STORE

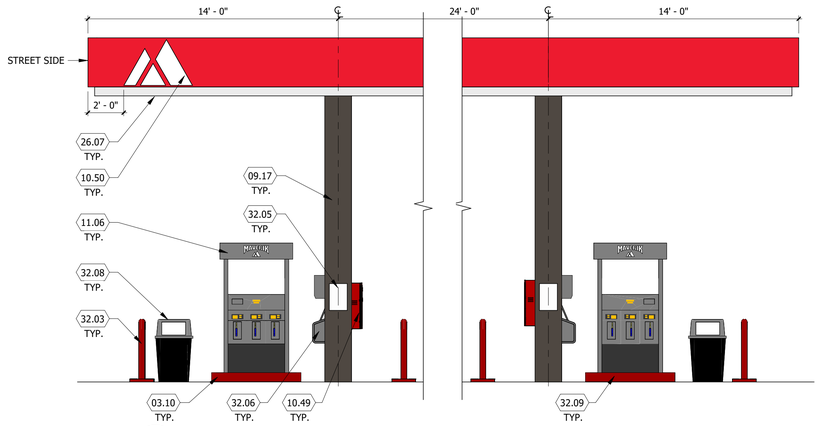
Prototype Version: 60_L_XR_2101
Building Square Footage: 6,103 SF
Construction Type/Occupancy Classification: V-B / M

A-5 | EXTERIOR ELEVATIONS

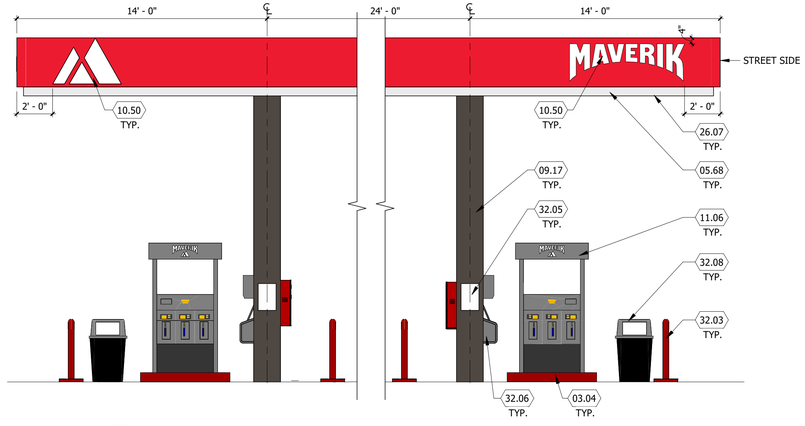
MAVERIK

185 S. State Street
Salt Lake City, Utah 84111

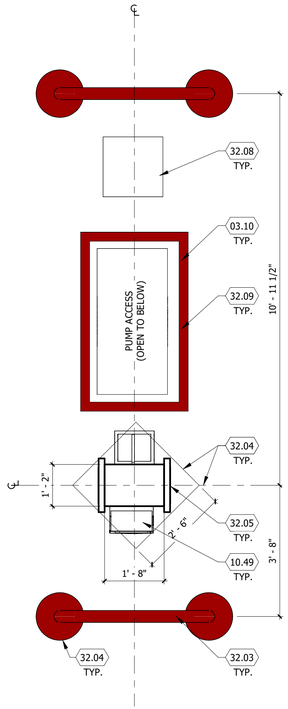
Attachment: 2. Site Plan (Maverik Site Plan)



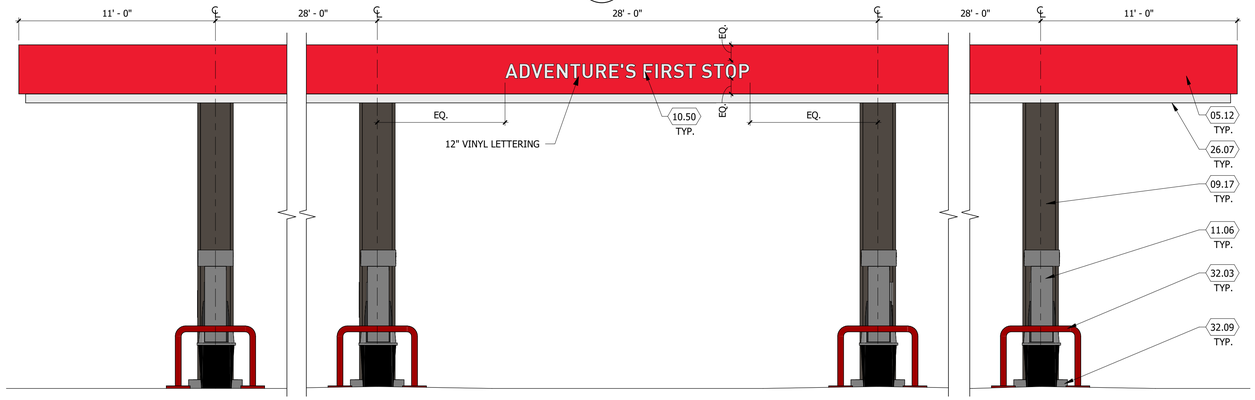
5 FUEL DISPENSING CANOPY - END ELEVATION
SCALE: 1/4" = 1'-0"



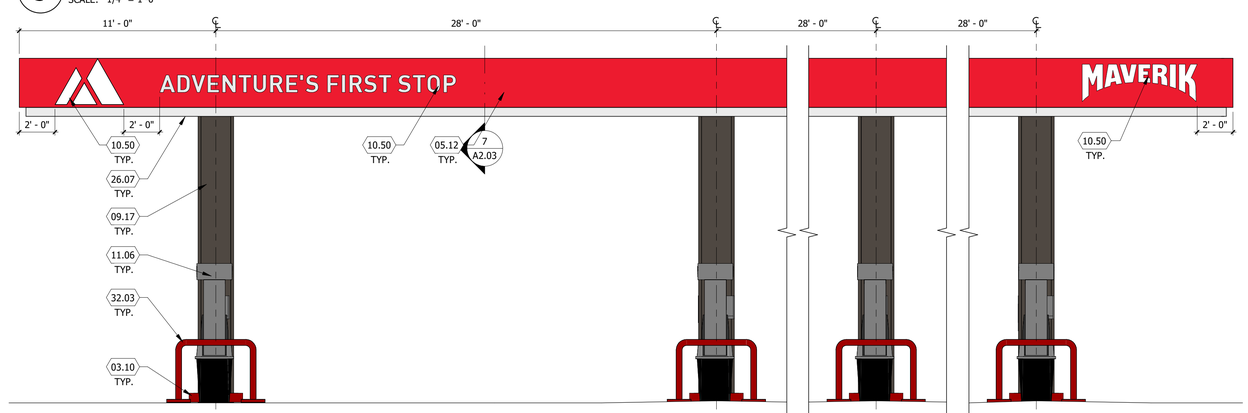
4 FUEL DISPENSING CANOPY - END ELEVATION
SCALE: 1/4" = 1'-0"



2 CANOPY COLUMN PLAN
SCALE: 1/2" = 1'-0"



3 FUEL DISPENSING CANOPY - BUILDING SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 FUEL DISPENSING CANOPY - STREET SIDE ELEVATION
SCALE: 1/4" = 1'-0"

KEYED NOTES

03.04	REINFORCED CONCRETE PAD
03.10	6" MIN. RAISED CONCRETE ISLAND W/ TOOLED EDGES AND CORNERS. VERIFY SIZE W/ DISPENSER SUPPLIER +/-5'-0" X 3'-0" (NO METAL FORM). ACCESSIBLE ISLAND TO BE 6"; SEE CIVIL DRAWINGS FOR LOCATION
05.12	ALUMINUM COMPOSITE METAL PANEL, EASTMAN RED
05.68	ALUMINUM COMPOSITE METAL PANEL, WHITE
09.17	PANEL COLUMN CLADDING, COLOR TO MATCH P-9
10.49	4A:40 BC FIRE EXTINGUISHER W/ CASE, LOCATE WITHIN 75' OF ALL PUMPS, DISPENSERS, OR STORAGE TANK. LOCATION TO BE FINALIZED BY FIRE MARSHAL
10.50	SIGNAGE TO BE COORDINATED BY FUEL CANOPY CONTRACTOR WITH OWNER
11.06	DISPENSING STATION (BY OTHERS)
26.07	ALL LIGHT FIXTURES (NOT SHOWN) TO BE FLUSH MOUNTED WITHIN THE DECK PANEL SOFFIT (SOFFIT COLOR P-7). SEE ELECTRICAL AND FUEL DISPENSING DRAWINGS
32.03	4" DIAMETER "U" BOLLARD, SET AND FILLED W/ CONCRETE, SEE CIVIL DRAWINGS PAINTED P-4
32.04	EXPANSION JOINTS, TO BE FILLED W/ "JET FUEL RESISTANT" SEALANT, SEE CIVIL DRAWINGS
32.05	SIGNAGE, BY OWNER, TO COMPLY WITH IFC 2305.6 AND POSTED ON EACH SIDE OF COLUMN
32.06	S.S.I. (WINDOW WASH/PAPER TOWEL) PROVIDED BY OWNER INSTALLED BY CONTRACTOR, MOUNTED TO COLUMN PER ADA REQUIREMENTS (4'-0" MAX A.F.F. TO PAPER TOWEL FOLD)
32.08	TRASH CONTAINER, PROVIDED BY OWNER
32.09	PAINT CONCRETE CURB EDGE P-4, SEE SCHEDULE ON SHEET A6.03

PROPOSED MAVERIK C-STORE

Prototype Version: 60_L_XR_2101
Building Square Footage: 6,103 SF
Construction Type/Occupancy Classification: V-B / M

A-6 | CANOPY ELEVATIONS

MAVERIK
185 S. State Street
Salt Lake City, Utah 84111

Attachment: 2. Site Plan (Maverik Site Plan)



BB-1 Fiberboard -
Worldly Gray

BB-2 Fiberboard -
Gauntlet Gray

BB-3 Fiberboard -
Worldly Gray



Cultured Stone - Skyline, Country Ledgestone



C-1 MBCI Midnight Bronze



C-2 MBCI Brite Red



Anodized - Dark Bronze



Paint - Black Fox

PROPOSED MAVERIK C-STORE

Prototype Version: 60_L_XR_2101
Building Square Footage: 6,103 SF
Construction Type/Occupancy Classification: V-B / M

A-7 | EXTERIOR MATERIALS BOARD

MAVERIK

185 S. State Street
Salt Lake City, Utah 84111

Attachment: 2. Site Plan (Maverik Site Plan)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 7, 2021
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a site plan for Maverik, located at 500 East Auto Mall Drive, in the PI-1 (Planned Industrial) zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION					
Location:		500 East Auto Mall Drive			
Applicants:		Maverik/Cassie Younger			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Commercial			
	South	Commercial			
	East	Commercial			
	West	Vacant			
Existing Zoning:		PI-1 (Planned Industrial)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	GC-2 (Planned Commercial)			
	South	GC-1 (General Commercial)			
	East	GC-2 (Planned Commercial)			
	West	PI-1 (Planned Industrial)			
Land Use Plan Designation:		Design Industrial			
Zoning within density range?		x	Yes		No

Attachment: 3. Staff Report (Maverik Site Plan)

Background

Maverik proposes to locate at the southwest corner of Auto Mall Drive and 500 East. A 6,132 sq. ft. store is proposed with gas pumps located along the northern portion of the site. Access will be from a shared access along Auto Mall Drive, as well as an access on 500 East, directly west of an access point to the Ken Garff dealership. The intersection of Auto Mall Drive and 500 East will soon be signalized.

Landscape plans have been submitted, conforming to the City's landscape requirements. Renderings of the proposed structure are included in the submittal materials.

Consistency with the Land Use Plan:

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

FINDING OF FACT

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

1. The proposed site plan meets the applicable criteria as found in Section 17.7.701 of the Development Code.

POTENTIAL MOTIONS

APPROVAL

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

DENIAL

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

TABLE

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

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 7/7/2021

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Maverik

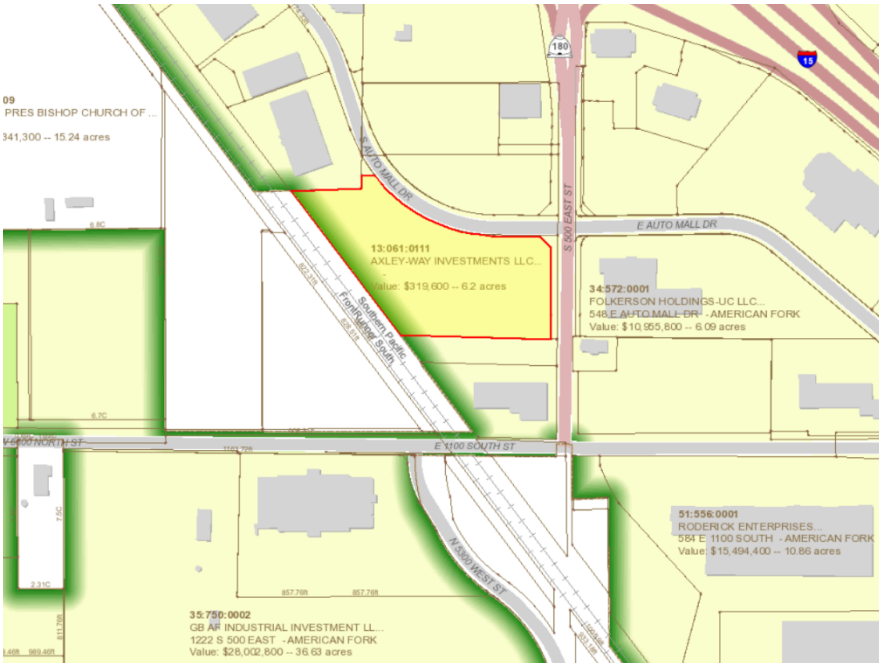
Project Address: 500 East Auto Mall Drive

Developer / Applicant's Name: Maverik

Type of Application:

- ☐ Subdivision Final Plat
- ☐ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☒ Commercial Site Plan
- ☐ Residential Accessory Structure Site Plan

Project Map:



Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed development.

Attachment: 3. Staff Report (Maverik Site Plan)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 3. Staff Report (Maverik Site Plan)

Mr. Olsen clarified that this item will move on to council, commissioners will only be giving a recommendation.

Ms. Peay asked what the acreage would be after the right-of-way dedication. Mr. Olsen was not sure, but as the property is exactly 5 acres now it would not meet the threshold for a zone change.

Ms. Anderson pointed out that the 72' and 62' measurement is the entire width of the road. That dedication will not all come from his property, he would contribute half of that.

Mr. Eyre indicated that he does not want to proceed further with the zone change application.

Public Hearing Closed

Ms. Anderson moved to recommend denial of the zone map amendment at the request of the applicant.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Jenny Peay	**Aye**
Bruce Frandsen	**Aye**
Rod Brocious	**Aye**

The motion passed.

3. Hearing, review and action on a site plan for Maverik, located at 500 East Auto Mall Drive in the PI-1 Planned Industrial zone

Mr. Olsen stated that Maverik proposes to locate at the southwest corner of Auto Mall Drive and 500 East. A 6,132 sq. ft. store is proposed with gas pumps located along the northern portion of the site. Access will be from a shared access along Auto Mall Drive, as well as an access on 500 East, directly west of an access point to the Ken Garff dealership. The intersection of Auto Mall Drive and 500 East will soon be signalized. Landscape plans have been submitted, conforming to the City's landscape requirements. Renderings of the proposed structure are included in the submittal materials.

Mr. Hunter informed commissioners that this was part of a previous annexation. The right-of-way is already included, all infrastructure requirements have been met, he recommends approval.

Attachment: 4. Minutes (Maverik Site Plan)

Mr. Brocious asked what will be between the power poles and the sidewalk on 500 East.

Mr. Hunter displayed pictures of the area and discussed possible landscape options. He said that the sidewalk is wider on the east side because of the bike lanes.

Mr. Brocious wanted to discuss the storm water detention plans. He asked what the groundwater elevations were, if their plan relies on on-site water storage, and if there is there a risk of groundwater penetration and losing storage capacity.

Mr. Hunter replied that he isn't sure about the groundwater elevations. The detention plan will be reviewed to make sure they don't lose capacity. Their storm water detention plan involves a combination of storm-tech chambers and surface detention.

Public Hearing Opened

Joe Terburg, Maverik representative, indicated that they were happy to be building in American Fork.

Public Hearing Closed

Mr. Brocious moved to recommend approval of the site plan for Maverik, with the finding listed in the staff report and subject to any findings, conditions, and modifications found in the Engineering report.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Jenny Peay	**Aye**
Bruce Frandsen	**Aye**
Rod Brocious	**Aye**

The motion passed.

4. Hearing, review and action on a site plan for Roderick Enterprises, located in the area of 1500 South 400 East in the PI-1 Planned Industrial zone

Mr. Olsen told commissioners that this area was annexed into the city in 2015 under the Catalyst Annexation. This site plan represents the third phase in a multi-phase office-warehouse development. Phase 3 consists of 1 office-warehouse structure, totaling 154,347 sq. ft. on

Attachment: 4. Minutes (Maverik Site Plan)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on the CDBG Subrecipient Agreement for American Fork City Culinary Waterline Improvements - CDBG 9

SUMMARY RECOMMENDATION Staff recommends approval of the CDBG Subrecipient Agreement for American Fork City Culinary Waterline Improvements - CDBG 9.

BACKGROUND American Fork City was awarded $300,000 from CDBG for replacement of waterlines on Orchard Avenue, 200 S, 400 S, and 400 E. The grant is a 50/50 match, and the City has budgeted the $300,000 match. CDBG requires that the City sign a Subrecipient Agreement in order to access the funds and prior to work being completed on the project. The award letter and agreement are included in the council packet.

BUDGET IMPACT This project is included in the FY2022 budget.

SUGGESTED MOTION Mr. Mayor, I move to approve the CDBG Subrecipient Agreement for American Fork City Culinary Waterline Improvements - CDBG 9 as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

American Fork corrected CDBG award letter (PDF)
American Fork CDBG 9 Sub-recipient Agreement (PDF)

MAG
Expert Resources. Enriching Lives.

May 18, 2021

Dear Rebecca,

On behalf of the Utah County Community Development Block Grant Programs, it is my pleasure to inform you that American Fork City will receive an anticipated award of up to $300,000 for waterline improvements along Orchard Avenue, 400 E, 200 S, and 400 S.This project will replace degraded waterlines and provide adequate and potable water services to residents, supporting tele-school and telemedicine in response to Coronavirus. These funds are provided by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Covid-19 (CDBG-CV) program to Utah County, which has contracted with MAG to administer the grant program. The funds do not have to be repaid, except in the event that a future monitoring visit finds non-compliance in any part of the grant process and subsequently requires a portion or all of the grant funds be returned.

This letter is in no way intended to authorize an initiation of spending on the project including bidding, acquisition, demolition, site clearance, or any other action that could be construed as "choice limiting." Although the Utah County CDBG programs intend to grant the aforementioned funds to your organization, initiating the project in any way, including incurring expenses related to the project, is strictly prohibited until an Environmental Review, Release of Funds and a signed agreement between Utah County and your organization are completed. Any CDBG funds invested in the project holds the ENTIRE project to HUD regulations – not just the "parts" that are being paid for with CDBG funds. Therefore, absolutely no activity on the project can begin until the above-mentioned requirements are completed.

A mandatory Grantee Workshop will be held on Wednesday, May 26th at 1:00 p.m. Due to Covid-19 social distancing guidelines, this meeting will be virtual, and more details will be sent in the coming weeks. Please have the project manager from your organization participate. The project manager is the staff person who will be conducting ALL oversight of the CDBG grant including but not limited to monitoring, reporting, reimbursement draw downs, etc. If you fail to attend the mandatory workshop, your award will be reallocated to another project.

We are happy to be able to assist your organization in the important work you do in our community. Please don't hesitate to contact us if you have any questions or need assistance.

Sincerely,

Jessica DeLora
Community and Economic Development Director

P: 801.229.3800
F: 801.229.3801

www.mountainland.org
586 E 800 N Orem, UT 84097

Attachment: American Fork corrected CDBG award letter (CDBG Subrecipient Agreement for AF City Culintary Waterline Improvements - CDBG

UTAH COUNTY Community Development BLOCK GRANT

SUBRECIPIENT AGREEMENT

Agreement No. 2021 -- _____

1. PARTIES: This agreement is among Utah County, referred to as the COUNTY, and the following SUB-RECIPIENT:

Organization: American Fork
Address: 51 E Main Street
City, State, Zip: American Fork, Utah 84003
Contact person: Rebecca Andrus
Phone: 801.854.5982
Email: randrus@americanfork.gov
Fax: _____

Project Name: FY21 American Fork-Waterline Replacement
Grant #: B-21-UC-49-0003
CFDA #: 14.218

2. AGREEMENT PERIOD: Commencing on _____,2021 and terminating on December 31st, 2022.

3. AGREEMENT COSTS: The Sub-recipient will be reimbursed a maximum of 50 % of the total project cost up to $ 300,000 pursuant to the budget attached hereto as Attachment B.

4. ATTACHMENTS:
Attachment A – Scope of Work, Project Timeline, and Staffing Plan
Attachment B - Budget
Attachment C- U.S. Department of Labor Wage Decision (if applicable)

_____
_____
_____
_____
_____

Attachment: American Fork CDBG 9 Sub-recipient Agreement (CDBG Subrecipient Agreement for AF City Culintary Waterline Improvements -

Agreement No. 2021- _____

SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT OR PROJECTS

AGREEMENT BETWEEN
Utah County and the Sub-recipient

THIS SUB-RECIPIENT AGREEMENT is entered into and shall be effective as of the _____ day of_____, 2021, by and between Utah County, a body corporate and politic of the State of Utah, (hereinafter the "COUNTY"), and American Fork (hereinafter the "SUB-RECIPIENT").

RECITALS

A. Utah County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

B. As provided in the Rules and Regulations, the County is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this sub-grant agreement, the Sub-recipient will be sub-recipient of CDBG program funds from Utah County under the County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Sub-recipient agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering a CDBG Year 2021 Utah County Community Development Block Grant Program in a manner satisfactory to the County and program administrator and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

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Program Delivery

Please refer to the attached Scope of Work which includes a schedule of services delivered.

The Sub-recipient agrees to notify Utah County and the program administrator and receive the County's or program administrator's written approval, in amendment form, prior to implementing any change in program activities, budget, or design (as specified in the Attachments) or before changing principle location of service delivery as specified herein.

General Administration

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the "benefit low- and moderate-income persons" CDBG National Objective in the following way(s):

Sub-recipient performed an LMI survey of the project area showing 56.32% of residents are LMI. American Fork to maintain records/information regarding project beneficiaries.

C. Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance. The Sub-recipient agrees to provide the levels of program services based on the schedule set forth in the attached Scope of Work document.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior consent of the County and/or program administrator. Please refer to the Staffing Plan attached which provides a list of staff and time commitments to be allocated to the activities specified in the Scope of Work.

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E. Performance Monitoring

The County and program administrator will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the County and program administrator will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the County and/or program administrator, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the _____ day of _____, 2021 and end no later than on the 31st day of December, 2022. Services performed will follow the Project Timeline set forth in Attachment A. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the County remains in control of CDBG funds or other CDBG assets designated for this project including program income as outlined in 24 CFR §570.504.

III. BUDGET

The Sub-recipient shall attach a Budget as Attachment B detailing estimated expenses for the project.

Any indirect costs charged must be consistent with the conditions of Attachment B - Budget of this Agreement. In addition, the County or program administrator may require a more detailed budget breakdown than the one contained herein, and the Sub- recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County or program administrator and the Sub- recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $ 300,000. Draw-downs for the reimbursement of eligible incurred expenses shall be made against the line item budgets specified in Attachment B herein and in accordance with performance, availability of funds, and authorization by the County and program administrator. Expenses for general administration shall also be paid against the line item budgets specified in Attachment B and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D.

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V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Program administrator
Jessica DeLora
Community and ED Program Director
Mountainland Association of Governments
586 E. 800 N.
Orem, UT 84097
jdelora@mountainland.org
(801) 229-3831
Fax: (801) 229-3801

Sub-recipient
Contact person: Rebecca Andrus
Title: Project Manager
Organization: American Fork City
Address: 51 E Main Street
City, State, Zip: American Fork, Utah 84003
Email: randrus@americanfork.gov
Phone: 801.854.5982
Fax: _____

VI. SPECIAL CONDITIONS

Special Conditions, if any, will be included in attachment form.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR §570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with

respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

The Sub-recipient shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Utah County or Mountainland Association of Governments (MAG) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or MAG, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Sub-recipient. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or MAG and acting under the direction of the County or MAG shall not be deemed to be employees or agents of Sub-recipient.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend, and indemnify the County and CDBG program administrator, (Mountainland Association of Governments,) from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of their employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D, and shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Grantee Recognition

The Sub-recipient shall undertake efforts to ensure recognition of the role of the County in providing services through this Agreement. For example, activities, facilities and items utilized pursuant to this Agreement may be prominently labeled as their funding source. In addition, the Sub-recipient may include a reference to the support provided herein in publications made possible with funds made available under this Agreement.

G. Amendments

The County or Sub-recipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing,

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signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendment shall not invalidate this Agreement, nor relieve or release the County or Sub-recipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modification will be incorporated only by written amendment signed by both County and Sub-recipient.

This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the Sub-recipient, not specifically authorized by this Agreement will be allowed by the County. Automatic renewals will not apply to this contract.

H. Suspension or Termination

In accordance with 2 CFR Part 200, Subpart D, the County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the County reports that are incorrect or incomplete in any material respect.

Utah County and/or the program administrator will issue a written notice of default providing a ten (10) day period in which Sub-recipient will have an opportunity to cure. Time allowed for cure will not diminish nor eliminate Sub-recipient's liability for damages. If the default remains after Sub-recipient has been provided the opportunity to cure, the County and/or the program administrator may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related agreements or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the Agreement; 4. Suspend Sub-recipient from receiving future solicitations.

In accordance with 2 CFR Part 200, Subpart D, this Agreement may also be terminated for convenience by either the County or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not

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accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 Subpart E, "Cost Principles," as applicable.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to determined the eligibility of project beneficiaries including approved methods of income verification and residency at the time service
e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

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g. Financial records as required by 24 CFR §570.502, and 2 CFR Part 200, Subpart D; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention and Availability

The Sub-recipient shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Sub-recipient pursuant to this Agreement. These records shall be retained by the Sub-recipient for at least four (4) years after the Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Sub-recipient agrees to allow Utah County, Mountainland Association of Governments, and Federal auditors and staff, access to all the records related to this Agreement for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not be limited to: client name, address, income level, residency, and/or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD, the Grantee, and/or CDBG program administrator monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient acknowledges that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable) to the County, and

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determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient's records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, (HUD,) grant program administrator, (MAG,) and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Sub-recipient audits and 2 CFR Part 200 Subpart F, "Audit Requirements."

In accordance with 2 CFR Part 200 Subpart F, "Audit Requirements," state and local governments or non-profit organizations that expend $750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Mountainland Association of Governments, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The Sub- recipient's most recent audit shall be completed and submitted to the County and/or program administrator in a timely manner upon completion of the CDBG project.

A. Reporting and Payment Procedures

The Sub-recipient shall report at least quarterly all expenses incurred and associated project activities carried out with CDBG and non-CDBG funds. The Sub-recipient shall follow the reimbursement request process as set forth by the County and CDBG program administrator. Reimbursements are subject to the following but not limited to: eligibility of expenses, proper reporting and expense documentation, availability of funds, and authorization by the County and CDBG program administrator.

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a. Payment Withholding

The Sub-recipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the County or program administrator, Sub-recipient record keeping practices and/or reporting to the County or program administrator are not conducted in a timely and satisfactory manner, the County or program administrator may withhold part or all of the payments under this Agreement until such time as in the opinion of the County and/or program administrator such deficiencies have been remedied. In the event of payment(s) being withheld, the County or program administrator agrees to notify the Sub-recipient in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Sub-recipient will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the Sub-recipient agrees that, upon execution of this Agreement, the County will retain the final 10 percent of the total amount specified herein until the program administrator and/or County have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the County and/or program administrator reserve the right to refuse the request for final fund draw-down until satisfactory evidence of compliance has been submitted.

b. Ineligible Expenses

Sub-recipient expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to the Sub-recipient will be immediately refunded to the County by the Sub-recipient. The Sub-recipient further agrees that the County shall have the right to withhold any or all subsequent payments under this or other Agreements to the Sub- recipient until the recoupment of overpayments or ineligible payments is made.

c. Non-Appropriation of Funds

The Sub-recipient acknowledges that neither Utah County nor Mountainland Association of Governments can contract for the payment of funds not yet appropriated by the U.S. Department of Housing and

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Urban Development. If funding to Utah County is reduced due by Congressional order, or if federal funding is not provided, the County may terminate this Agreement or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice. In the case that funds are not appropriated or are reduced, the County will reimburse the Sub-recipient for products delivered or services performed through the date of cancellation or reduction, and neither Utah County nor Mountainland Association of Governments will be liable for any future commitments, penalties, or liquidated damages.

d. Unused Funds

Any funds authorized by the Utah County CDBG Program that are not used in the completion of the Scope of Work- Attachment A are not eligible for reimbursement.

e. Public Information

Except as identified in writing and expressly approved by Utah County and Mountainland Association of Governments, the Sub-recipient agrees that the Agreement and related Sales Orders, Invoices, and other expense documentation will be public documents, and may be available for distribution. The Sub-recipient gives the County and Mountainland Association of Governments express permission to make copies of the Agreement, the response to the solicitation, and related Sales Orders, Invoices, and other expense documentation in accordance with the State of Utah Government Records Access and Management Act.

1. Program Income

The Sub-recipient shall report at least quarterly all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of

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administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit no less than one Progress Report to the County and/or program administrator in the form, content, and frequency as required by the County.

Utah County and the program administrator will closely monitor the Sub-recipient's progress according to milestones outlined in Attachments A and B, and in accordance with the Agreement deadline. If the Sub-recipient fails to meet these milestones, Utah County and/or the program administrator may invoke the right to terminate the Agreement on the basis that it cannot be completed within the Agreement time limits. Utah County and/or the program administrator must give the Sub-recipient a 45-day notice of termination, and if the Sub-recipient can meet the deadlines then the termination will be canceled and the project may proceed. The Sub-recipient may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The Utah County CDBG Area Review Committee will arbitrate in appeals cases. The Sub-recipient does not need to be in attendance at the appeals meeting, and decisions can be made based on telephone communication, faxes, and E-Mail. Non-construction projects may be extended on a case-by-case basis by the County and/or program administrator based on need, the application of written criteria, and approval or consent from the Utah County CDBG Area Review Committee.

B. Procurement

1. Compliance

The Sub-recipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income,

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property, equipment, etc.) shall revert to the County upon termination of this Agreement.

The Sub-recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Utah County or Mountainland Association of Governments is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the County or Mountainland Association of Governments, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use of for the use of benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-recipient shall obtain written approval from the County and/or program administrator for any travel outside Utah County, Utah for which they will request to be reimbursed.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, Subpart D, and 24 CFR 570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR §570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program

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income to the County. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (c) the requirements in 24 CFR §570.606(d) governing optional relocation policies.

The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

The Sub-recipient certifies that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Sub- recipient further certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by the Board of County Commissioners, Utah County, Utah on April 9, 1996.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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The Sub-recipient agrees to abide by the provisions of the following:

(1) Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 as amended (42 USC 2000e) which prohibits discrimination against any employee, applicant for employment, or applicant or recipient of services, on the basis of race, religion, color, or national origin
(2) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
(3) Architectural Barriers Act of 1968 as amended (42 USC 4151)
(4) Section 504 of the Rehabilitation Act of 1973 as amended (28 USC 792, 794) which prohibits discrimination against the individuals with disabilities or handicaps in any Federally-assisted program
(5) Americans with Disabilities Act of 1991 which prohibits discrimination on the basis of disabilities
(6) Age Discrimination Act of 1975 (45 CFR 90) which prohibits discrimination on the basis of age
(7) Executive Order 11063
(8) Executive Order 11246 (41 CFR 60-1.4(b)) as amended by Executive Orders 11375, 11478, 12107 and 12086
(9) Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

The Sub-recipient further certifies that it will affirmatively further fair housing.

2. Excessive Force

The Sub-recipient certifies that it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.)

3. Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, 42 USC §701, the Sub-recipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 24 CFR part 24, subpart F.

4. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be

erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(3) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies

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invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, Mountainland Association of Governments, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that they are Equal Opportunity or Affirmative Action employers.

6. Subcontract Provisions

The Sub-recipient will include all the provisions of Section X of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to abide by provisions of:

(1) the Davis-Bacon Act as amended and shall compile evidence certifying that all laborers and mechanics employed by Sub-recipient or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor,

(2) the Copeland "Anti-Kickback Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5 requiring weekly payment of employees and weekly submission of payroll records by the Sub-recipient to the contracting agency,

(3) the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 *et seq.*) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week; and

(4) all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available in a timely manner to the County, program administrator, or U.S. Department of Housing and Urban Development for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-recipients and their sub-contractors engaged under contracts in excess of $2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipients of their obligation, if any, to require payment of the higher wage. The Sub-recipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> **"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."**

The Sub-recipient further agrees to ensure that in the following circumstances, opportunities are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, and that where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs: opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project.

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The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Sub-recipient certifies and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

b. Subcontracts

The Sub-recipient will include the aforementioned "Section 3" Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has affirmed its ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall neither assign nor transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Debarment

The Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Sub-recipient cannot certify this statement, attach a written explanation for review by Utah County and/or the program administrator. The Sub-recipient must notify the County and program administrator within 30 days if debarred by any governmental entity during the Agreement period.

3. Warranty

The Sub-recipient warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished

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pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the County and/or program administrator determine do not conform with the warranty, the County or program administrator may arrange to have the item repaired or replaced, or services redone as needed, either by the Sub-recipient or by a third party at the County's or program administrator's option, at the Sub-recipient's expense.

4. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County and/or program administrator prior to the execution of such agreement.

Subcontract arrangements must be executed in writing and obtain written consent in advance by Utah County and/or the program administrator. The Sub-recipient is responsible for managing the operations of any subcontracted activities. The Sub-recipient must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement, with this Agreement, and with applicable Federal, State, and local requirements and performance objectives.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports will be maintained to the satisfaction of and made available to the County, program administrator, or U.S. Department of Housing and Urban Development in a timely manner upon request.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements or upon another basis as approved by the County and/or program administrator and properly documented. Executed copies of all

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subcontracts shall be forwarded to the program administrator along with documentation concerning the selection process.

5. Hatch Act

The Sub-recipients agree that no funds provided nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

6. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and §570.611, which include (but are not limited to) the following:

a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of a Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter unless approved by a majority of the Utah County CDBG Area Review Committee in such rare cases as might be necessary. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Sub-recipient, or any designated public agency.

7. Lobbying

The Sub-recipient hereby certifies that:

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a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

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The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j) such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

No project or any activities associated therewith can be initiated prior to the Environmental Release of Funds including but not limited to: bidding, acquisition, site clearance, demolition, or any other activity that could be construed as "choice limiting." If expenses are incurred for a project prior to the Environmental Release of Funds they will not be reimbursed and it is considered grounds for termination of the Agreement.

Payment of this Agreement is conditioned upon the Sub-recipient's:

- Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds.
- Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Budget, Attachment B and application.
- Submission of satisfactory evidence to the County and program administrator that a contract has been signed to perform the work required.
- Verification that the project is in compliance with the most recent version of the Utah County CDBG Consolidated Plan.

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

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Plans for culinary water projects and/or waste water treatment plants shall be sent to the Utah, Department of Environmental Quality (DEQ). Approval or concurrence from the DEQ is required prior to completing the Environmental Review as part of the National Environmental Policy Act.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the Utah State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. CONFLICT OF TERMS

All Terms and Conditions that apply must be in writing and attached to this Agreement, and no other Terms and Conditions will apply to this Agreement.

XV. FORCE MAJURE

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County and/or program administrator may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

XVI. AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Utah County, Utah, in the Fourth Judicial District Court for Utah County or other venue as agreed upon in writing by the parties involved.

XVII. WAIVER

The County's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County, program administrator, U.S. Department of Housing and Urban Development, or Department of Labor to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between or among the County, program administrator, and Sub-recipient with respect to this Agreement.

Attachment: American Fork CDBG 9 Sub-recipient Agreement (CDBG Subrecipient Agreement for AF City Culintary Waterline Improvements -

ATTACHMENTS:

A- Scope of Work, Project Timeline, and Staffing Plan
B- Budget
C- U.S. Department of Labor Wage Decision (if applicable)
D- _____
E- _____
F- _____
G- _____
H- _____

Attachment: American Fork CDBG 9 Sub-recipient Agreement (CDBG Subrecipient Agreement for AF City Culintary Waterline Improvements -

Date: _____

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

By:_____ and By: _____
COMMISSIONER, BOARD OF COMMISSIONERS, UTAH COUNTY, UTAH
SUB-RECIPIENT PROJECT MANAGER

Attest: _____
UTAH COUNTY DEPUTY CLERK

By: _____
SUB-RECIPIENT FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SUB-RECIPIENT Fed. I. D. #_____

_____
UTAH COUNTY DEPUTY ATTORNEY

_____
CONTRACT COMPLIANCE SUPERVISOR

Attachment: American Fork CDBG 9 Sub-recipient Agreement (CDBG Subrecipient Agreement for AF City Culintary Waterline Improvements -

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on a Cooperative Agreement with UDOT for Installation of Engine Brake Restricted Signs

SUMMARY RECOMMENDATION Staff recommends approval of the Cooperative Agreement with UDOT for the installation of engine brake restricted signs on SR-129 within the city limits on North County Boulevard at approximately Mile Post 3.00 and approximately Mile Post 5.48.

BACKGROUND The city requested and received approval for the installation of engine brake restricted signs on SR-129 within the city limits at the time North County Blvd was constructed. The restriction must be formally established and is based on UDOT Policy 06C-24, which was effective February 9, 2006 and revised March 19, 2015. The City Attorney has reviewed the attached agreement.

BUDGET IMPACT Design, materials, equipment, and labor expenditures associated with the installation of the signs up to a maximum of $1,000.00 per sign.

SUGGESTED MOTION Mr. Mayor, I move to approve the Cooperative Agreement for the installation of engine brake restricted signs, as presented, and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

American Fork Engine Brake Restriction (DOC)

Engine Brake Restriction on SR-129
American Fork City
Federal ID No. 876000209

COOPERATIVE AGREEMENT

This Cooperative Agreement, made and entered into this _____ day of _____, 2021, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, herein referred to as "**UDOT**" or the "**DEPARTMENT**", and **AMERICAN FORK CITY**, herein referred to as "**CITY**", a municipal corporation in the State of Utah,

WITNESSETH:

WHEREAS, the **CITY** requested and received approval for the installation of engine brake restricted signs on SR-129 within the **CITY** limits at the time North County Blvd was constructed. The restriction must be formally established and is based on UDOT Policy 06C-24, which was effective February 9, 2006 and revised March 19, 2015. The locations of the signs on SR-129 would be at approximately Mile Post 3.00 and approximately Mile Post 5.48; and

WHEREAS, **CITY** Ordinance 08-02-12 states it shall be unlawful for the operator of any vehicle equipped with an engine brakes, retarder, speed governor, or similar device (also known as "Jake Brakes", to use or otherwise apply such a device when traveling upon any street within the incorporated limits of the **CITY**; and

WHEREAS, the **CITY** has committed to enforce the ordinance through the **CITY** police department.

NOW THEREFORE, it is agreed by and between the parties as follows:

PART A -- Initial Installation:

1. Acquisition and installation of the signs will be done by **UDOT**. The **CITY** shall reimburse the **DEPARTMENT** for all design, materials, equipment, and labor expenditures associated with the installation of the signs up to a maximum of $1,000.00 per sign. This will be done upon presentation of invoice for said work.

PART B -- Ongoing Maintenance:

1. The **CITY** may request replacement sign(s) through the **UDOT** Region Three office. The **DEPARTMENT** may also decide if any of the signs should be replaced. In either case, the **DEPARTMENT** will acquire the new sign(s) and replace them. According to UDOT Policy 06C-24 the **CITY** shall reimburse **UDOT** for all design, materials, equipment, and labor expenditures associated with maintenance of the signs. This will be done upon presentation of invoice for said work. This applies only under conditions of normal weathering, vandalism, or untraceable damage due to traffic crash.

2. Maintenance or repair costs due to traceable damage, such as a traffic crash, shall be billed by **UDOT** directly to the responsible party or parties.

Attachment: American Fork Engine Brake Restriction (Cooperative Agreement with UDOT)

Engine Brake Restriction on SR-129
American Fork City
Federal ID No. 876000209

3. If the **CITY** decides the engine brake restriction is no longer necessary, it shall notify the **UDOT** Region Three office. The **DEPARTMENT** will rescind the restriction and remove the signs and associated material at no cost to the **CITY**.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

By_____

Title_____

Date_____

(IMPRESS SEAL)

AMERICAN FORK CITY
a municipal corporation of the State of Utah

By_____

Title_____

Date_____

****

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By _____
Region Traffic Operations Engineer

Date _____

By _____
Region Director

Date _____

APPROVED AS TO FORM:

This From Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

COMPTROLLER OFFICE

By _____
Contract Administrator

Date _____

Attachment: American Fork Engine Brake Restriction (Cooperative Agreement with UDOT)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on the Agreement with UPRR to design the 300 W Pacific Drive Intersection Project

SUMMARY RECOMMENDATION Staff recommends approval of the Reimbursement Agreement for Preliminary Engineering Services with UPRR 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 Engineers is working with the City to design the intersection. Because the improvements will impact the railroad crossing on the north side of the 300W intersection, UPRR requires a Reimbursement Agreement for Preliminary Engineering Services to include their engineers in the design process. The agreement is included in the council packet.

BUDGET IMPACT Design for this project is included in the FY2022 budget.

SUGGESTED MOTION Mr. Mayor, I move to approve the Reimbursement Agreement for Preliminary Engineering Services with UPRR 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

UPRR Reimbursement Agreement (PDF)

UPRR REMS
Project 779508

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Agency: CITY OF AMERICAN FORK, UTAH

Estimate: $35,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY **(Agency)**.

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto **(the Project)**.

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

Attachment: UPRR Reimbursement Agreement (300 W Pacific Drive Intersection Design Agreement with UPRR)

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

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

CITY OF AMERICAN FORK, UTAH	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Kenneth Tom
Printed Name	Printed Name
_____	Manager I, Engineering – Public Projects
Title	Title

Attachment: UPRR Reimbursement Agreement (300 W Pacific Drive Intersection Design Agreement with UPRR)

Exhibit A
Project Description and Location

Project Description

City of American Fork, UT proposes to upgrade intersection traffic control with signalization and evaluate the addition of a sidewalk at the intersection adjacent to the crossing referred to below.

Location

Provo Ind. Ld.

DOT	Crossing Type	Milepost	Street Name
807007F	Public	767.202	300 West

Attachment: UPRR Reimbursement Agreement (300 W Pacific Drive Intersection Design Agreement with UPRR)

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Attachment: UPRR Reimbursement Agreement (300 W Pacific Drive Intersection Design Agreement with UPRR)

Exhibit C
Billing Contact Information

Name	Shon Fullmer
Title	
Address	275 E 200 N, American Fork, UT, 84653
Work Phone	(801) 763-3060
Cell Phone	
Email	sfullmer@americanfork.gov
Agency Project No.	

Attachment: UPRR Reimbursement Agreement (300 W Pacific Drive Intersection Design Agreement with UPRR)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 27, 2021

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

AGENDA ITEM Review and action on an agreement with ROA General, Inc.

SUMMARY RECOMMENDATION
Staff would recommend approval of a lease agreement with ROA General LLC.

BACKGROUND
Agreement available for review upon request.

BUDGET IMPACT
N/A

SUGGESTED MOTION
I make a motion to authorize the Mayor to execute a lease agreement with ROA General LLC and associated documents necessary to effectuate the agreement.

SUPPORTING DOCUMENTS