

AMERICAN FORK CITY COUNCIL
NOVEMBER 23, 2021
REGULAR SESSION AGENDA

The American Fork City Council will meet in a regular session on Tuesday, November 23, 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 Shelton; roll call.
2. Recognition of city employees for efforts on water conservation management.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the October 12, 2021, city council minutes.
2. Approval of the October 19, 2021, work session minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$133,353.38 and issue a Notice of Acceptance for the BONNEVILLE VISTA TOWNHOMES PLAT C construction of public improvements located at 990 East 50 South.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$2840.00 and issue a Notice of Acceptance for the DOUG SMITH SUBARU construction of public improvements located at 501 West Main Street.
5. Approval of the authorization to release the Improvements Durability Retainer of \$194,680.42 for STONECREEK PLAT B, located at 400 South 100 West.
6. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$2,940,634.40 and issue a Notice of Acceptance for the STONECREEK PLAT C construction of public improvements located at 250 West 700 South.
7. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$908,688.22 and issue a Notice of Acceptance for the STONECREEK PLAT D construction of public improvements located at 290 West 700 South.
8. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$2,214,259.36 and issue a Notice of Acceptance for the STONECREEK PLAT E construction of public improvements located at 425 West 720 South.
9. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$1,122,699.28 and issue a Notice of Acceptance for the STONECREEK PLAT F construction of public improvements located at 370 West 870 South.
10. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$31,025.50 and issue a Notice of Acceptance for the QUICK QUACK CAR WASH construction of public improvements located at 352 North West State Street.
11. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$ 44,844.80 and issue a Notice of Acceptance for the WALMART ACADEMY construction of public improvements located at 949 W. Grassland Drive.

12. Ratification of city payments (November 3, 2021, to November 16, 2021) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on the Water Banking Agreement for water shares with Layne Downs for 12.70 acre-feet of water.
2. Review and action on the Water Banking Agreement for water rights with White Horse Developers, LLC, for 48 acre-feet of water.
3. Review and action on acceptance of bid for Well Rehabilitation Projects.
4. Review and Action on acceptance of bid for Library Children's Room Project.
5. Review and action on an ordinance allocating \$114,000 from the PARC tax fund to the Library's Children's Room Expansion Project.
6. Review and action on approval for participation in the National Opioid Settlement.
7. Review and action on an ordinance approving Chapter 3.14 of the American Fork City Code regarding the implementation of the Parks, Arts, Recreation, and Culture Sales and Use Tax.
8. Review and action on a pioneering agreement with Roderick Enterprises for system improvements along 1700 South of the Roderick Catalyst development.
9. Review and action on a pioneering agreement with Phelon Lakeland, LLC for system improvements along 500 East and 1700 South of the for Lakeland Industrial Park project.
10. Review and action on an ordinance amending Section 17.5.133 of the American Fork City Municipal Code entitled "Off-Street Parking Standards".
11. Adjournment.

Dated this 18th day of November 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
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 133,353.38 and issue a Notice of Acceptance for the BONNEVILLE VISTA TOWNHOMES PLAT C construction of public improvements located at 990 East 50 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the BONNEVILLE VISTA TOWNHOMES PLAT C public improvements located at 990 East 50 South. To authorize the issuance of documents

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

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

SUPPORTING DOCUMENTS

Bond Spreadsheet-Performance-in-lieu-Bonneville Vista Townhomes Plat C (PDF)

Notice of Acceptance-Bonneville Vista Townhomes Plat C (PDF)

Durability_Release_Authorization-Bonneville Vista Townhomes Plat C (PDF)

Date: 7-30-2015

No.	Description of Item	Estimate	Release #1 date	Release #2 date	Release #3 date	Release #4 date	Release #5 date	Balance
1	SITE PREPARATION	\$5,000.00						
2								
3	SWPPP	\$1,910.00						
4								
5	EARTHWORK	\$0.00						
6								
7	DRY UTILITIES	\$31,875.00						
8								
9	GROUNDWATER	\$0.00						
10								
11	SANITARY SEWER	\$50,118.00						
12								
13	CULINARY WATER	\$69,377.00						
14								
15	PRESSURIZED IRRIGATION	\$13,520.00						
16								
17	STREET IMPROVEMENTS	\$99,354.00						
18								
19	DRAINAGE	\$11,080.00						
20								
21	LANDSCAPING	\$129,555.00						
22								
23	CONSTRUCTION MANAGEMENT	\$7,500.00						
24								
25	MISCELLANEOUS	\$4,550.00						
26								

(Built in Lieu of Performance Guarantee)

25% Per Ordinance Section 17.9.301	\$105,959.75
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ICG Amount	\$529,798.75
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PAID	10% Durability - retained at ICG release	\$52,979.88
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Street Lights \$ -

Street Trees \$ -

PAID	Fees	\$3,477.00
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Please Note: This Performance Guarantee is a representation ONLY for the basis of determining the initial amount of guarantee. Performance Guarantee funds are to ensure the completion of all public or essential common improvements per the American Fork City ordinance pertaining to said improvements. As such, release of funds will be based upon a determination that all such facilities are complete, without regard to if they are found within the itemized list hereupon.



**NOTICE OF ACCEPTANCE /
IMPROVEMENT COMPLETION ASSURANCE
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 Completion Assurance for BONNEVILLE VISTA TOWNHOMES PLAT C. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$ 52,979.88

PASSED THIS 23 DAY OF NOVEMBER, 2021.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



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 BONNEVILLE VISTA TOWNHOMES PLAT C 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: \$ \$80,373.50

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 2840.00 and issue a Notice of Acceptance for the DOUG SMITH SUBARU construction of public improvements located at 501 West Main Street.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the DOUG SMITH SUBARU public improvements located at 501 West Main Street. To authorize the issuance of documents and/or payments to

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

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

SUPPORTING DOCUMENTS

Performance Guarantee - Doug Smith Subaru (XLSX)

Notice of Acceptance - Doug Smith Subaru (PDF)

Notice of Completion-Doug Smith Subaru (PDF)

Name of Development: Doug Smith Subaru

Date		Date		Date		Date		Date		Date	
2/23/2021	1.Partial	11/23/2021	2.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
CULINARY WATER																	
	Water line capped & laterals removed	1	LS	\$35,000.00	\$35,000.00	1	\$35,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Hydrants & water lines	1	LS	\$6,500.00	\$6,500.00	1	\$6,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																	
	Irrigation water capped @ main & laterals removed	1	LS	\$35,000.00	\$35,000.00	1	\$35,000.00		\$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																	
	Asphalt patching	1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$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	\$250.00	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00		\$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
LANDSCAPING 10-2315-000																	
	Landscaping	1	LS	\$8,000.00	\$8,000.00	1	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Balance
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$250.00
\$2,500.00
\$0.00
\$0.00

10% Durability - retained at ICG release

ICG Amount	\$102,575.00
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3059.09091

Recording Fees		10-3470-500	
Plat (Base)	\$1.00	\$50.00	\$ 50.00
Plus Per Lot		\$2.00	\$ -
First Page	1	\$40.00	\$ 40.00
Over ten		\$2.00	\$ -
		Subtotal	\$ 90.00

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

Total Fees	\$90.00
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Total Bond & Fees \$102,665.00



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE 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 Completion Assurance for DOUG SMITH SUBARU. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$ 2840.00

PASSED THIS 23 DAY OF NOVEMBER, 2021.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Notice of Acceptance - Doug Smith Subaru (Final Bond Release - DOUG SMITH SUBARU)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: Doug Smith Subaru

Dear Mayor:

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

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

Project: Doug Smith Subaru

Address: 501 West Main St. Am FK UT.

Requested Amount: \$2840.00

Jeffery N. Smith
Owner/Developer

Jan. 20, 2021
Date

Attachment: Notice of Completion-Doug Smith Subaru (Final Bond Release - DOUG SMITH SUBARU)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM Common consent consideration regarding authorization to release the Improvements Durability Retainer of \$ 194,680.42 for STONECREEK PLAT B, located at 400 South 100 West.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$ 194,680.42 for STONECREEK PLAT B. 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

Durability_Release_Authorization-Stonecreek Plat B (PDF)
Stonecreek Plat B Performance Guarantee (XLSX)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for STONECREEK PLAT B 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: \$ 194,680.42

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization-Stonecreek Plat B (Durability Release - STONECREEK PLAT B)

Name of Development: Stonecreek Plat B

Date		Date		Date		Date	
5/9/2019	Performance	5/12/2020	Final				

Description of Item	Quantity	Unit	Unit Price	Total	Inspection #1	Amount Deducted	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested
SITE PREPARATION												
Mobilization	1	LS	\$19,500.00	\$19,500.00	1	\$19,500.00		\$0.00		\$0.00		\$0.00
EROSION CONTROL												
SWPPP	1	LS	\$6,300.00	\$6,300.00		\$0.00		\$0.00		\$0.00		\$0.00
GRADING												
Strip 4" & Stockpile Topsoil	2900	CY	\$3.65	\$10,585.00	2900	\$10,585.00		\$0.00		\$0.00		\$0.00
Onsite Cut to Fill	3086	CY	\$3.65	\$11,263.90	3086	\$11,263.90		\$0.00		\$0.00		\$0.00
SEWER												
8" PVC Sewer	2562	LF	\$40.63	\$104,094.06	2562	\$104,094.06		\$0.00		\$0.00		\$0.00
CIP 60" SSMH	2	Each	\$6,100.00	\$12,200.00	2	\$12,200.00		\$0.00		\$0.00		\$0.00
48" SSMH	5	Each	\$2,925.00	\$14,625.00	5	\$14,625.00		\$0.00		\$0.00		\$0.00
60" SSMH	4	Each	\$3,200.00	\$12,800.00	4	\$12,800.00		\$0.00		\$0.00		\$0.00
Sewer Service from Ex 8" Sewer Main	5	Each	\$1,500.00	\$7,500.00	5	\$7,500.00		\$0.00		\$0.00		\$0.00
Sewer Service from Ex 30" Sewer Main	5	Each	\$1,650.00	\$8,250.00	5	\$8,250.00		\$0.00		\$0.00		\$0.00
Sewer Service from New 8" Sewer Main	66	1650	\$1,650.00	\$108,900.00	66	\$108,900.00		\$0.00		\$0.00		\$0.00
Dewatering from Sewer Main	1	LF	\$4.16	\$4.16	1	\$4.16		\$0.00		\$0.00		\$0.00
Dewatering Well-Point at Tie-ins	2	Each	\$1,900.00	\$3,800.00	2	\$3,800.00		\$0.00		\$0.00		\$0.00
Import Trench Backfill	4050	Ton	\$11.15	\$45,157.50	4050	\$45,157.50		\$0.00		\$0.00		\$0.00
Bedding Stabilization	1530	Ton	\$22.17	\$33,920.10	1530	\$33,920.10		\$0.00		\$0.00		\$0.00
CULINARY WATER												
Connect to Ex 10" Water Stub	2	Each	\$4,000.00	\$8,000.00	2	\$8,000.00		\$0.00		\$0.00		\$0.00
8" DIP Water	3577	LF	\$31.87	\$113,998.99	3577	\$113,998.99		\$0.00		\$0.00		\$0.00
8" Water Bend - 22.5 Degree	2	Each	\$475.00	\$950.00	2	\$950.00		\$0.00		\$0.00		\$0.00
8" Water Bend - 45 Degree	6	Each	\$475.00	\$2,850.00	6	\$2,850.00		\$0.00		\$0.00		\$0.00
8x8 Water Tee	4	Each	\$950.00	\$3,800.00	4	\$3,800.00		\$0.00		\$0.00		\$0.00
8" Water Gate Valve	12	Each	\$1,650.00	\$19,800.00	12	\$19,800.00		\$0.00		\$0.00		\$0.00
Fire Hydrant	8	Each	\$5,300.00	\$42,400.00	8	\$42,400.00		\$0.00		\$0.00		\$0.00
1" Water Service to Ex 10" Water	5	Each	\$2,200.00	\$11,000.00	5	\$11,000.00		\$0.00		\$0.00		\$0.00
1" Water Service	71	Each	\$1,900.00	\$134,900.00	71	\$134,900.00		\$0.00		\$0.00		\$0.00
Import Trench Backfill	890	Ton	\$11.15	\$9,923.50	890	\$9,923.50		\$0.00		\$0.00		\$0.00
Bedding Stabilization	1	Ton	\$22.17	\$22.17	1	\$22.17		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION												
Connect to Ex 14" Irrigation stub	2	Each	\$4,200.00	\$8,400.00	2	\$8,400.00		\$0.00		\$0.00		\$0.00
8" C-900 PI	3598	LF	\$22.17	\$79,767.66	3598	\$79,767.66		\$0.00		\$0.00		\$0.00
8" Irrigation Bend - 45 degree	2	Each	\$490.00	\$980.00	2	\$980.00		\$0.00		\$0.00		\$0.00
8" Irrigation Bend - 90 degree	2	Each	\$525.00	\$1,050.00	2	\$1,050.00		\$0.00		\$0.00		\$0.00
8" Irrigation Bend - 22.5 degree	4	Each	\$490.00	\$1,960.00	4	\$1,960.00		\$0.00		\$0.00		\$0.00
8x8 Irrigation Tee	4	Each	\$950.00	\$3,800.00	4	\$3,800.00		\$0.00		\$0.00		\$0.00
8" Irrigation Gate Valve	12	Each	\$1,700.00	\$20,400.00	12	\$20,400.00		\$0.00		\$0.00		\$0.00
8" Irrigation Blow-off	1	Each	\$1,850.00	\$1,850.00	1	\$1,850.00		\$0.00		\$0.00		\$0.00
Irrigation Service from 8" Irrigation Line	71	Each	\$1,450.00	\$102,950.00	71	\$102,950.00		\$0.00		\$0.00		\$0.00
Irrigation Service from Ex. 14" Irrigation Line	5	Each	\$1,950.00	\$9,750.00	5	\$9,750.00		\$0.00		\$0.00		\$0.00
Import Trench Backfill	330	Ton	\$11.15	\$3,679.50	330	\$3,679.50		\$0.00		\$0.00		\$0.00

[illegible]

Name of Development: Stonecreek Plat B

Date		Date		Date		Date	
5/9/2019	Performance	5/12/2020	Final				

Description of Item	Quantity	Unit	Unit Price	Total	Inspection #1	Amount Deducted	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested
Bedding Stabilization	1	Ton	\$22.17	\$22.17	1	\$22.17		\$0.00		\$0.00		\$0.00
Secondary Drain 2"	1	Each	\$800.00	\$800.00	1	\$800.00		\$0.00		\$0.00		\$0.00
STREETS												
24" Curb & Gutter (4" untreated base course included)	7305	LF	\$16.03	\$117,099.15		\$0.00		\$0.00		\$0.00		\$0.00
Concrete Cross Gutter	520	SF	\$10.88	\$5,657.60		\$0.00		\$0.00		\$0.00		\$0.00
14" Granular Sub-base	148880	SF	\$1.20	\$178,656.00		\$0.00		\$0.00		\$0.00		\$0.00
6" Road Base	126963	SF	\$0.65	\$82,525.95		\$0.00		\$0.00		\$0.00		\$0.00
3" Asphalt Paving	123250	SF	\$1.28	\$157,760.00		\$0.00		\$0.00		\$0.00		\$0.00
3.5" Asphalt Paving - Storrs Ave	4450	SF	\$1.64	\$7,298.00		\$0.00		\$0.00		\$0.00		\$0.00
3.5" Asphalt Patch	2200	SF	\$2.93	\$6,446.00		\$0.00		\$0.00		\$0.00		\$0.00
Remove Asphalt	4200	SF	\$1.04	\$4,368.00		\$0.00		\$0.00		\$0.00		\$0.00
Rasie Ex. SSMH to Grade	3	Each	\$950.00	\$2,850.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Monuments	4	Each	\$450.00	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00
4" Thick Base for 5' Sidewalk	35400	SF	\$1.23	\$43,542.00		\$0.00		\$0.00		\$0.00		\$0.00
5' Sidewalk	35400	SF	\$3.34	\$118,236.00		\$0.00		\$0.00		\$0.00		\$0.00
ADA Ramp	13	Each	\$1,725.00	\$22,425.00		\$0.00		\$0.00		\$0.00		\$0.00
Power Trenching Behind Curb	7075	LF	\$7.40	\$52,355.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE												
Core & Connect to Ex. SDMH	2	Each	\$1,050.00	\$2,100.00	2	\$2,100.00		\$0.00		\$0.00		\$0.00
15" RCP Strom Drain	931	LF	\$51.14	\$47,611.34	931	\$47,611.34		\$0.00		\$0.00		\$0.00
18" RCP Storm Drain	373	LF	\$54.76	\$20,425.48	373	\$20,425.48		\$0.00		\$0.00		\$0.00
18" RCP Flared End Section w/ Rip Rap	1	Each	\$768.00	\$768.00	1	\$768.00		\$0.00		\$0.00		\$0.00
CIP 60" SDMH	1	Each	\$4,000.00	\$4,000.00	1	\$4,000.00		\$0.00		\$0.00		\$0.00
Curb inlet	7	Each	\$2,200.00	\$15,400.00	7	\$15,400.00		\$0.00		\$0.00		\$0.00
60" SDMH	7	Each	\$3,002.83	\$21,019.81	7	\$21,019.81		\$0.00		\$0.00		\$0.00
Crystal Streem Cleaning Device	1	Each	\$25,000.00	\$25,000.00	1	\$25,000.00		\$0.00		\$0.00		\$0.00
Import Trench Backfill	300	Ton	\$11.15	\$3,345.00	300	\$3,345.00		\$0.00		\$0.00		\$0.00
Bedding Stabilization	1	Ton	\$22.17	\$22.17	1	\$22.17		\$0.00		\$0.00		\$0.00
Trees	76	Each	\$200.00	\$15,200.00		\$0.00		\$0.00		\$0.00		\$0.00
MISC												
Stop Sign w/ Address Sign	7	Each	\$470.00	\$3,290.00		\$0.00		\$0.00		\$0.00		\$0.00
Traffic Control for Work in Storr Ave	1	LS	\$5,650.00	\$5,650.00		\$0.00		\$0.00		\$0.00		\$0.00

Improvement Construction Guarantee Amount	\$1,946,804.21	\$1,115,345.51	\$0.00	\$0.00	\$0.00	\$831,458.70	Surety Bond
Improvement Warranty Amount	\$194,680.42	Released 11/23/2021					

Attachment: Stonecreek Plat B Performance Guarantee (Durability Release - STONECREEK PLAT B)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 2,940,634.40 and issue a Notice of Acceptance for the STONECREEK PLAT C construction of public improvements located at 250 West 700 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the STONECREEK PLAT C public improvements located at 250 West 700 South. To authorize the issuance of documents and/or payments to release the

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

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

SUPPORTING DOCUMENTS

Bond Release Request-Stonecreek C (PDF)

Durability_Release_Authorization-Stonecreek C (PDF)

Notice of Completion-Stonecreek Plat C (PDF)

Performance Guarantee - Stonecreek Plat C (XLSX)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for STONECREEK PLAT C 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: \$ 2,940,634.40

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization-Stonecreek C (Final Bond Release - STONECREEK PLAT C)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: Stonecreek C _____

Dear Mayor:

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

I, Doug Simons, the owner, developer, and authorized representative of Woodside Homes Utah LLC, Stonecreek C Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Stonecreek C _____

Address: 250 W. 700 S. _____

Requested

Amount: \$2,940,634.40 _____

Doug Simons
Owner/Developer

8/17/2021
Date

Attachment: Notice of Completion-Stonecreek Plat C (Final Bond Release - STONECREEK PLAT C)

Name of Development: Stonecreek Plat C

						Date		Date		Date		Date		Date		Date	
	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
SITE PREPARATION																	
	Mobilization	1	LS	\$19,500.00	\$19,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
EROSION CONTROL																	
	SWPPP	1	LS	\$7,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SEWER																	
	Core and connect to existing SSMH	1	Each	\$1,900.00	\$1,900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" PVC Sewer Line	5026	LF	\$43.45	\$218,379.70	4585.4	\$199,235.63		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4' Sewer Manhole w/collar	12	Each	\$3,150.00	\$37,800.00	12	\$37,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	5' Sewer Manhole w/collar	9	Each	\$3,850.00	\$34,650.00	9	\$34,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sanitary Sewer Lateral Connection	72	Each	\$2,200.00	\$158,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Dewatering well-point at tie-ins	2	Each	\$2,100.00	\$4,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Dewatering for sewer main	1	LF	\$4.30	\$4.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Import trench backfill & spread excavated spoils	12100	Ton	\$11.95	\$144,595.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Bedding stabilization material	1530	Ton	\$23.05	\$35,266.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER																	
	8" C900 with bedding	4055	LF	\$24.00	\$97,320.00	4116.2	\$98,788.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" C900 with bedding (12" upsize)	725	LF	\$24.00	\$17,400.00	721.2	\$17,308.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Culinary cap with temp blow off	8	Each	\$1,300.00	\$10,400.00	8	\$10,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Bend - 11.25°	2	Each	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8x8 Tee	4	Each	\$1,130.00	\$4,520.00	5	\$5,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8x8 Tee (upsized 12x8 Tee)	1	Each	\$1,130.00	\$1,130.00	1	\$1,130.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Cross	2	Each	\$1,750.00	\$3,500.00	2	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Cross (12" Cross with 8" reducers)	2	Each	\$1,750.00	\$3,500.00	2	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate valve with collar	21	Each	\$1,750.00	\$36,750.00	21	\$36,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate valve with collar (12" Gate valve)	6	Each	\$1,750.00	\$10,500.00	6	\$10,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing Water	2	Each	\$1,300.00	\$2,600.00	2	\$2,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Fire Hydrant Assembly	10	Each	\$5,400.00	\$54,000.00	10	\$54,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Water Service Lateral	72	Each	\$2,000.00	\$144,000.00	72	\$144,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Import trench backfill & spread excavated spoils	2260	Ton	\$11.95	\$27,007.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Pressure & bacteria testing	0	Each	\$448.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Bedding stabilization material	1	Ton	\$23.05	\$23.05		\$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
PRESSURIZED IRRIGATION																	
	8" C900 with bedding	4084	LF	\$23.00	\$93,932.00	3396.4	\$78,117.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" C900 with bedding (upsized to 12")	725	LF	\$23.00	\$16,675.00	722.5	\$16,617.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Irrigation cap	8	Each	\$350.00	\$2,800.00	8	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Cross	2	Each	\$1,750.00	\$3,500.00	2	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Cross (12" Cross with 8" reducers)	2	Each	\$1,750.00	\$3,500.00	2	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8x8 Tee	4	Each	\$1,130.00	\$4,520.00	4	\$4,520.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8x8 Tee (upsized 12x8 Tee)	1	Each	\$1,130.00	\$1,130.00	1	\$1,130.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate valve with collar	23	Each	\$1,750.00	\$40,250.00	23	\$40,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate valve with collar (upsized to 12")	6	Each	\$1,750.00	\$10,500.00	6	\$10,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Irrigation Service	73	Each	\$1,800.00	\$131,400.00	73	\$131,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Irrigation Service	1	Each	\$2,050.00	\$2,050.00	1	\$2,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Irrigation blow-off	1	Each	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing PI	2	Each	\$1,300.00	\$2,600.00	2	\$2,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Import trench backfill & spread excavated spoils	450	Ton	\$11.95	\$5,377.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Pressure testing	0	Each	\$419.75	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Bedding stabilization material	1	Ton	\$23.05	\$23.05		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																	
	3" Asphalt paving roadway	128920	SF	\$1.33	\$171,463.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Roadbase (700 South)	37805	SF	\$0.83	\$31,378.15	25380	\$21,065.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4" Asphalt paving (700 South)	37805	SF	\$1.76	\$66,536.80	25380	\$44,668.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" Granular sub-base	190068	SF	\$1.10	\$209,074.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	24" Curb & Gutter	7781	LF	\$16.75	\$130,331.75	6859.9	\$114,903.33		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4" thick base for sidewalk	37000	SF	\$1.29	\$47,730.00	34299.5	\$44,246.36		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	5' Sidewalk 4" thick	37000	SF	\$3.40	\$125,800.00	34299.5	\$116,618.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Saw Cutting	92	LF	\$3.50	\$322.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	ADA Ramp	23	Each	\$1,725.00	\$39,675.00	23	\$39,675.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Power trenching behind curb	7400	LF	\$8.25	\$61,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																	

Balance
\$19,500.00
\$7,500.00
\$1,900.00
\$19,144.07
\$0.00
\$0.00
\$158,400.00
\$4,200.00
\$4.30
\$144,595.00
\$35,266.50
-\$1,468.80
\$91.20
\$0.00
\$0.00
-\$1,130.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$27,007.00
\$0.00
\$23.05
\$0.00
\$15,814.80
\$57.50
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$5,377.50
\$0.00
\$23.05
\$171,463.60
\$10,312.75
\$21,868.00
\$209,074.80
\$15,428.43
\$3,483.65
\$9,181.70
\$322.00
\$0.00
\$61,050.00

Attachment: Performance Guarantee - Stonecreek Plat C (Final Bond Release - STONECREEK PLAT C)

	Core and connect to existing irrigation box	1	Each	\$1,800.00	\$1,800.00	1	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	15" RCP Storm Drain	2384	LF	\$51.75	\$123,372.00	2213.5	\$114,548.63		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,823.37
	18" RCP Storm Drain	928	LF	\$55.80	\$51,782.40	906.5	\$50,582.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,199.70
	5' SDMH with collar	19	Each	\$3,250.00	\$61,750.00	19	\$61,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Curb Inlet	10	Each	\$2,550.00	\$25,500.00	9	\$22,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,550.00
	3'x3' SD box	2	Each	\$2,730.00	\$5,460.00	2	\$5,460.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4' Land drain MH with collar	1	Each	\$2,875.00	\$2,875.00	1	\$2,875.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" Land drain with bedding	400	LF	\$24.00	\$9,600.00	382.8	\$9,187.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$412.80
	12" RCP Irrigation line with bedding	228	LF	\$50.85	\$11,593.80	188.2	\$9,569.97		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,023.83
	12" Flared end section	1	Each	\$700.00	\$700.00	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$700.00
	4' Irrigation MH	2	Each	\$3,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
	Import trench backfill & spread excavated spoils	3025	Ton	\$11.95	\$36,148.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$36,148.75
	Bedding stabilization material	1	Ton	\$23.05	\$23.05		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$23.05
	Dewatering for storm drain	1	LF	\$4.30	\$4.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4.30
CONSTRUCTION MANAGEMENT/MISC.																		
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$250.00
	Remove existing SD box	2	Each	\$650.00	\$1,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,300.00
	Remove existing irrigation pipe	1070	LF	\$12.35	\$13,214.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$13,214.50
	Stop signs with address signs	7	Each	\$845.00	\$5,915.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,915.00
	Subdivision Monument	1	Each	\$450.00	\$450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$450.00
	City inspections & reviews	1	LS	\$15,000.00	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$15,000.00
LANDSCAPING 10-2315-000																		
	Street Trees	72	Each	\$300.00	\$21,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$21,600.00

\$2,673,304.00

\$1,619,198.61

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$1,054,105.40

10% Durability - retained at ICG release

\$267,330.40

ICG Amount

\$2,940,634.40

Released 11/23/21, brought in new durability bond.

\$267,330.40

Durability Period

Recording Fees	10-3470-500		
Plat (Base)	1.00	\$50.00	\$ 50.00
Plus Per Lot	72.00	\$2.00	\$ 144.00
First Page		\$40.00	\$ -
Each additional description or unit over ten		\$2.00	\$ -
Subtotal			\$ 194.00

Street Lights	10-4410-276		
Street Lights	13.00	\$5,000.00	\$ 65,000.00

Total Fees

\$65,194.00

Total Bond & Fees

\$3,005,828.40



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 908,688.22 and issue a Notice of Acceptance for the STONECREEK PLAT D construction of public improvements located at 290 West 700 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the STONECREEK PLAT D public improvements located at 290 West 700 South. To authorize the issuance of documents and/or payments to release the

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

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

SUPPORTING DOCUMENTS

Bond Release Request-Stonecreek D (PDF)

Durability_Release_Authorization-Stonecreek D (PDF)

Notice of Completion-Stonecreek D (PDF)

Performance Guarantee - Stonecreek Plat D (XLSX)

Development Name: Stonecreek D

Development Address: 425 W.720 S. American Fork, Utah 84003

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

☐ Partial Improvement Assurance Release

☒ Final Improvement Assurance Release

☐ Improvement Warranty Release
(10% Durability Release)

					Inspector Use Only Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Surety bond - performance guarantee				908,688.22	
Total				908,688.22	

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

Name: Woodside Homes of Utah LLC Attention: Michael Scroggum

Bank (if applicable):

Address: 460 W. 50 N. Suite 205

City: Salt Lake City State: Utah Zip: 84101

Phone: 801-869-3950 Email: Michael.Scrogam@woodsidehomes.com

Signature: _____ Date: 9/30/2021

City Official Use Only

☒ Fees paid and current

Administrative Signature: 

Date: 10-27-21

Inspector Signature:

Date: 11/26/11

Attachment: Bond Release Request-Stonecreek D (Final Bond Release - STONECREEK PLAT D)



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 STONECREEK PLAT D 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: \$ 908,688.22

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization-Stonecreek D (Final Bond Release - STONECREEK PLAT D)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: Stonecreek D

Dear Mayor:

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

I, Doug Simons/Woodside Homes of Utah LLC, the owner, developer, and authorized representative of Woodside Homes of Utah LLC Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Stonecreek Plat D

Address: 290w. 700s. American Fork, Utah, 84003

Requested Amount: \$908,688.22

Doug Simons
Owner/Developer

9/30/2021
Date

Attachment: Notice of Completion-Stonecreek D (Final Bond Release - STONECREEK PLAT D)

Name of Development: Stonecreek Plat D

Date		Date		Date		Date		Date		Date	
11/23/2021	Final Release										

	Minimum Standard				Rimbursable																	
	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursable	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
SITE PREPARATION																						
	Mobilization	1	LS	\$5,000.00	\$5,000.00	0	LS	\$5,000.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Demolition	1	LS	\$5,000.00	\$5,000.00	0	LS	\$5,000.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Strip 6" of topsoil and spread on lots	1502	CY	\$2.50	\$3,755.00	0	CY	\$2.50	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SWPPP																						
	Concrete Washout Area	1	Each	\$200.00	\$200.00	0	Each	\$200.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Silt Fence	1080	LF	\$2.50	\$2,700.00	0	LF	\$2.50	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Inlet Protection	4	Each	\$150.00	\$600.00	0	Each	\$150.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Portable Toilet	1	Each	\$130.00	\$130.00	0	Each	\$130.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	SWPPP Board	1	Each	\$150.00	\$150.00	0	Each	\$150.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Vehicle Tracking Control	2	LS	\$500.00	\$1,000.00	0	LS	\$500.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Notice Of Intent	1	Each	\$100.00	\$100.00	0	Each	\$100.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Notice Of Termination	1	Each	\$100.00	\$100.00	0	Each	\$100.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
EARTHWORK																						
	Grade Trench Spoils	4365	CY	\$2.08	\$9,079.20	0	CY	\$2.08	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Select Imported Backfill for Road/Curb	4212	Ton	\$7.70	\$32,432.40	0	Ton	\$7.70	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Excavation (Left on Site)	1541	CY	\$4.00	\$6,164.00	0	CY	\$4.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
GROUNDWATER																						
	Dewatering / Shallow Well Points	1148	LF	\$2.98	\$3,421.04	0	LF	\$2.98	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SEWER																						
	8" PVC Sewer Line	1148	LF	\$43.45	\$49,880.60	0	LF	\$28.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4" Sewer Manhole Precast	5	Each	\$2,600.00	\$13,000.00	0	Each	\$2,600.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	30" Sewer Manhole Frame and Cover	5	Each	\$250.00	\$1,250.00	0	Each	\$250.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Cover Collar for Sewer Manhole Lids	5	Each	\$460.00	\$2,300.00	0	Each	\$460.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing	2	Each	\$2,000.00	\$4,000.00	0	Each	\$2,000.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER																						
	8" C-900 PVC	1360	LF	\$24.70	\$33,592.00	0	LF	\$24.70	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate Valve	4	Each	\$1,750.00	\$7,000.00	0	Each	\$1,750.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Water MJ Fittings	6	Each	\$1,000.00	\$6,000.00	0	Each	\$1,000.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing Water	2	Each	\$1,350.00	\$2,700.00	1	Each	\$1,650.00	\$1,650.00	\$300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" C-900 PVC	495	LF	\$24.70	\$12,226.50	495	LF	\$37.20	\$18,414.00	\$6,187.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" Gate Valve	2	Each	\$1,885.00	\$3,770.00	2	Each	\$3,000.00	\$6,000.00	\$2,230.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12"x8" Tee	1	Each	\$1,200.00	\$1,200.00	1	Each	\$1,850.00	\$1,850.00	\$650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Fire Hydrant Assembly	5	Each	\$5,400.00	\$27,000.00	0	Each	\$5,400.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Water Service Lateral	25	Each	\$2,000.00	\$50,000.00	0	Each	\$2,000.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Blowoff	1	Each	\$1,200.00	\$1,200.00	1	Each	\$1,850.00	\$1,850.00	\$650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																						
	8" PVC Pipe	1345	LF	\$22.85	\$30,733.25	0	LF	\$22.85	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Gate Valve	4	Each	\$1,885.00	\$7,540.00	0	Each	\$1,885.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8" Water MJ Fittings	5	Each	\$1,000.00	\$5,000.00	0	Each	\$1,000.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" PVC Pipe	495	LF	\$22.85	\$11,310.75	495	LF	\$35.65	\$17,646.75	\$6,336.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" Gate Valve	2	Each	\$1,885.00	\$3,770.00	2	Each	\$3,000.00	\$6,000.00	\$2,230.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12"x8" Tee	1	Each	\$1,200.00	\$1,200.00	1	Each	\$1,850.00	\$1,850.00	\$650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2" Blowoff Pressurized Irrigation	2	Each	\$1,200.00	\$2,400.00	1	Each	\$1,850.00	\$1,850.00	\$650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1" Irrigation Service	25	Each	\$1,800.00	\$45,000.00	0	Each	\$1,800.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Connect to Existing PI	2	Each	\$1,350.00	\$2,700.00	1	Each	\$1,650.00	\$1,650.00	\$300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																						
	Asphalt 3" - Standard Road	40950	SF	\$1.31	\$53,644.50	0	SF	\$1.33	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Roadbase 8" Hauled, Placed & Compacted	58480	SF	\$0.83	\$48,538.40	0	SF	\$0.83	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sub Base 12" Hauled, Placed & Compacted	68710	SF	\$1.10	\$75,581.00	0	SF	\$1.10	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	24" Curb & Gutter (4" untreated base course included)	3470	LF	\$16.75	\$58,122.50	0	LF	\$16.75	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sidewalk 4" Thick (4"untreated base course included)	17000	SF	\$3.40	\$57,800.00	0	SF	\$3.40	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Saw Cutting	75	LF	\$3.50	\$262.50	0	LF	\$350.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	ADA Ramp (6" concrete 6" base course included)	4	Each	\$1,725.00	\$6,900.00	0	Each	\$1,725.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Curb Tie In	4	Each	\$240.00	\$960.00	0	Each	\$240.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Truncated Dome Pads	32	SF	\$25.00	\$800.00	0	SF	\$25.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Granular Borrow Fill	2291	Cubic Yd	\$15.00	\$34,365.00	0	Cubic Yd	\$15.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Asphalt 4.5" - 700 South Road	17530	SF	\$1.90	\$33,307.00	17530	SF	\$0.59	\$10,342.70	\$10,342.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Bike Path (2' wide buffer, 5' wide Max Green)	0	SF	\$5.80	\$0.00	6800	SF	\$5.80	\$39,440.00	\$39,440.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																						
	15" RCP Storm Drain	260	LF	\$51.75	\$13,455.00	0	LF	\$36.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Curb Inlet 2' x 3' x 4'	2	Each	\$2,550.00	\$5,100.00	0	Each	\$2,550.00	\$0.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Balance
\$5,000.00
\$5,000.00
\$3,755.00
\$200.00
\$2,700.00
\$600.00
\$130.00
\$150.00
\$1,000.00
\$100.00
\$100.00
\$9,079.20
\$32,432.40
\$6,164.00
\$3,421.04
\$49,880.60
\$13,000.00
\$1,250.00
\$2,300.00
\$4,000.00
\$33,592.00
\$7,000.00
\$6,000.00
\$2,700.00
\$12,226.50
\$3,770.00
\$1,200.00
\$27,000.00
\$50,000.00
\$1,200.00
\$30,733.25
\$7,540.00
\$5,000.00
\$11,310.75
\$3,770.00
\$1,200.00

Name of Development: Stonecreek Plat D

Date		Date		Date		Date		Date		Date	
11/23/2021	Final Release										
Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
	\$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		\$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
	\$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		\$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
	\$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		\$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
	\$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		\$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
	\$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		\$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
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
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Balance
\$3,250.00
\$2,229.00
\$1,000.00
\$2,500.00
\$2,500.00
\$450.00
\$600.00
\$900.00
\$1,250.00
\$21,600.00

Improvement Completion Assurance (1)	\$819,719.64
Improvement Warranty (2)	\$81,971.96
Total Bond Amount (1-3)	\$908,688.22

Reimbursable	\$69,966.20
Improvement Warranty of upsizing (3)	\$6,996.62

\$908,688.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Released surety bond.						
They brought in new bond for durability.						

\$819,719.64	Available for Release
#VALUE!	Durability Period

Recording Fees		10-3470-500	
Plat (Base)	1	\$50.00	\$ 50.00
Plus Per Lot	25	\$2.00	\$ 50.00
Each Document		\$40.00	\$ -
Each additional description or unit over ten		\$2.00	\$ -
		Subtotal	\$ 100.00

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

Total Fees	\$100.00
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Total Bond & Fees	\$908,788.22
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**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 2,214,259.36 and issue a Notice of Acceptance for the STONECREEK PLAT E construction of public improvements located at 425 West 720 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the STONECREEK PLAT E public improvements located at 425 West 720 South. To authorize the issuance of documents and/or payments to release the

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

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

SUPPORTING DOCUMENTS

Bond Release Request-Stonecreek E (PDF)

Durability_Release_Authorization-Stonecreek E (PDF)

Notice of Completion-Stonecreek E (PDF)

Development Name: Stonecreek E

Development Address: 425 W.720 S. American Fork, Utah 84003

☐ Partial Improvement Assurance Release

☒ Final Improvement Assurance Release

☐ Improvement Warranty Release
(10% Durability Release)

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
			Total	\$2,214,259.36	

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

Name: Woodside Homes of Utah LLC Attention: Michael Scroggum

Bank (if applicable): _____

Address: 460 W. 50 N. Suite 205

City: Salt Lake City State: Utah Zip: 84101

Phone: 801-869-3950 Email: Michael.Scrogam@woodsidehomes.com

Signature: _____ Date: 9/30/2021

City Official Use Only

☒ Fees paid and current

Administrative Signature: C. Floyd

Date: 10-27-21

Inspector Signature: 

Date: 11/2/21

Attachment: Bond Release Request-Stonecreek E (Final Bond Release - STONECREEK PLATE)



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 STONECREEK PLAT E 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: \$ 2,214,259.36 _____

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: Stonecreek E

Dear Mayor:

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

I, Doug Simons/Woodside Homes of Utah LLC, the owner, developer, and authorized representative of Woodside Homes of Utah LLC Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Stonecreek E
Address: 425 W. 720 S. American Fork Utah 84003
Requested Amount: 2,214,259.36

Doug Simons
Owner/Developer

9/30/2021
Date

Attachment: Notice of Completion-Stonecreek E (Final Bond Release - STONECREEK PLAT E)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 1,122,699.28 and issue a Notice of Acceptance for the STONECREEK PLAT F construction of public improvements located at 370 West 870 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the STONECREEK PLAT F public improvements located at 370 West 870 South. To authorize the issuance of documents and/or payments to release the

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

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

SUPPORTING DOCUMENTS

Bond Release Request - Stonecreek F (PDF)

Durability_Release_Authorization-Stonecreek F (PDF)

Notice of Completion-Stonecreek Plat F (PDF)

Development Name: Stonecreek Plat F

Development Address: 850 s 370 w American Fork

☐ Partial Improvement Assurance Release

 Final Improvement
Assurance Release

☐ Improvement Warranty Release
(10% Durability Release)

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

Name: James Clark c/o Woodside Homes

Address: 460 W 50 N suite 300

City: Salt Lake City State: Utah Zip: 84101

Phone: 801-489-4637 Email: James.Clark@woodsidehomes.com

Signature: _____ Date: 11-8-2021

☒ Fees paid and current

Administrative Signature: C. Floyd Date: 11-8-21

Inspector Signature: [Signature] Date: 11/8/24



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 STONECREEK PLAT F 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: \$ 1,122,699.28 _____

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Durability_Release_Authorization-Stonecreek F (Final Bond Release - STONECREEK PLAT F)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: Stonecreek F

Dear Mayor:

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

I, James Clark / Woodside Homes the owner, developer, and authorized representative of Stonecreek Plat F Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: Stonecreek Plat F

Address: 850 south 370 w American Fork

Requested Amount: 1,122,699.28

[Signature]
Owner/Developer

11-8-2021
Date

Attachment: Notice of Completion-Stonecreek Plat F (Final Bond Release - STONECREEK PLAT F)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 31,025.50 and issue a Notice of Acceptance for the QUICK QUACK CAR WASH construction of public improvements located at 352 North West State Street.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the QUICK QUACK CAR WASH public improvements located at 352 North West State Street. To authorize the issuance of documents and/or payments

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

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

SUPPORTING DOCUMENTS

Quick Quack Car Wash Performance Guarantee (PDF)
Notice of Acceptance-Quick Quack Car Wash (PDF)
Durability_Release_Authorization-Quick Quack AF (PDF)
Notice of Completion-Quick Quack AF (PDF)

Name of Development: Quick Quack Car Wash AF

	Description of Item	Quantity	Unit	Unit Price	Total
SWPPP					
	Concrete Washout Area	1	Each	\$200.00	\$200.00
	Silt Fence	540	LF	\$2.50	\$1,350.00
	Storm Drain Inlet Protection	4	Each	\$150.00	\$600.00
	Portable Toilet	1	Each	\$130.00	\$130.00
	Vehicle Tracking Control	1	LS	\$500.00	\$500.00
SEWER					
	Grease Trap	3	Each	\$1,800.00	\$5,400.00
CULINARY WATER					
	8" DI Culinary Water	365	LF	\$35.00	\$12,775.00
	Fire Hydrant Assembly	1	Each	\$4,200.00	\$4,200.00
CONSTRUCTION MANAGEMENT/MISC.					
	As Builts Mylar & Disks	1	Each	\$250.00	\$250.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00
	Traffic Sign	1	Each	\$300.00	\$300.00

\$28,205.00

10% Durability - retained at ICG release \$2,820.50

ICG Amount

\$31,025.50

Attachment: Quick Quack Car Wash Performance Guarantee (Final and Durability Bond Release- QUICK QUACK CAR WASH)



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE 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 Completion Assurance for QUICK QUACK AMERICAN FORK. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$ 28,205.00

PASSED THIS 23 DAY OF NOVEMBER, 2021.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Notice of Acceptance-Quick Quack Car Wash (Final and Durability Bond Release- QUICK QUACK CAR WASH)



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 QUICK QUACK AMERICAN FORK 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: \$ 2,820.50

PASSED THIS 23 DAY OF NOVEMBER , 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: American Fork Quick Quack

Dear Mayor:

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

I, Dallas Hakes, the owner, developer, and authorized representative of American Fork Quick Quack Subdivision/Project, do hereby request the release of the Improvement Completion Assurance. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: American Fork Quick Quack

Address: 352 NW State Street, American Fork, UT

Requested Amount: 31,025.50

[Signature]
Owner/Developer

11-11-2021
Date

Attachment: Notice of Completion-Quick Quack AF (Final and Durability Bond Release- QUICK QUACK CAR WASH)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$ 44,844.80 and issue a Notice of Acceptance for the WALMART ACADEMY construction of public improvements located at 949 W. Grassland Drive.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the _____ public improvements located at _____. To authorize the issuance of documents and/or payments to release the Improvement

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

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

SUPPORTING DOCUMENTS

Walmart Academy Performance Guarantee (XLSX)

Notice of Acceptance-Walmart Academy Final (PDF)

Durability_Release_Authorization Walmart Academy (PDF)

Name of Development: Walmart Academy

[illegible]

	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		LS	\$5,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Demolition		LS	\$5,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Remove and dispose concrete curb and gutter		LF	\$3.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Remove and dispose asphalt		SY	\$4.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Remove and dispose concrete sidewalk		SY	\$8.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Remove existing storm drain pipe		LF	\$7.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Remove existing storm drain catch basins		Each	\$250.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Strip 6" of topsoil and spread on lots		CY	\$2.50	\$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	\$0.00
SWPPP																		
	Check Dam		LF	\$24.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Compost Blanket		SF	\$0.36	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Compost Filter Berm		LF	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Concrete Washout Area	1	Each	\$200.00	\$200.00	1	\$200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Silt Fence		LF	\$2.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Construction Markers		LF	\$0.20	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Dewatering		Each	\$600.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Diversion Ditch		LF	\$1.60	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Erosion Control Blanket		SY	\$5.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Inlet Protection	3	Each	\$150.00	\$450.00	3	\$450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Portable Toilet		Each	\$130.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Reinforced Check Dam		LF	\$36.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Reinforced Rock Berm		LF	\$9.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sediment Basin		AC	\$1,100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sediment Control Long		LF	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sediment Trap		Each	\$600.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Seeding and Mulching		AC	\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Stabilized Staging Area		SY	\$2.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	SWPPP Board	1	Each	\$150.00	\$150.00	1	\$150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Temporary Slope Drain		LF	\$30.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Temporary Stream Crossing		Each	\$1,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Terracing		LS	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Vehicle Tracking Control		LS	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Notice Of Intent		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Notice Of Termination		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Maintenance Agreement		Each	\$100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Easement		Each	\$100.00	\$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		\$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		\$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		\$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		\$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		\$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		\$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
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
EARTHWORK																		
	Grade Trench Spoils		CY	\$2.08	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Select Imported Backfill for Road/Curb		Ton	\$7.70	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Excavation (including hauling off of materials)		CY	\$15.00	\$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		\$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		\$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		\$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		\$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		\$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		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
GROUNDWATER																		
	12" ADS Subdrain		LF	\$30.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" ADS Subdrain		LF	\$28.40	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4' GW Manhole Precast		Each	\$2,040.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" ADS GW Laterals In Pond		Each	\$1,167.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	3" PVC Subdrain Laterals Compl		Each	\$1,069.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Dewatering / Shallow Well Points		LF	\$2.98	\$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	\$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		\$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		\$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		\$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		\$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		\$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		\$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
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																		
	4" PVC Sewer Line		LF	\$17.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" PVC Sewer Line		LF	\$28.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4' Sewer Manhole Precast	8	Each	\$2,600.00	\$20,800.00	8	\$20,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	5' Sewer Manhole Precast		Each	\$3,250.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sanitary Sewer Sampling Manhole		Each	\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Grease Trap		Each	\$1,800.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Sanitary Sewer Lateral Connection		Each	\$900.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	30" Sewer Manhole Frame and Cover		Each	\$250.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Cover Collar for Sewer Manhole Lids		Each	\$460.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing		Each	\$2,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" PVC Sewer Line	632	LF	\$24.00	\$15,168.00	632	\$15,168.00		\$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
					\$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	\$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		\$0.00	\$0.00

Attachment: Walmart Academy Performance Guarantee (Final and Durability Bond Release - WALMART ACADEMY)

					\$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	\$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		\$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		\$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		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																		
	8" DI Culinary Water		LF	\$35.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve		Each	\$1,100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Water MJ Fittings		Each	\$413.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10" DI Culinary Water		LF	\$43.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10" Gate Valve		Each	\$2,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	10" Water Fittings		Each	\$821.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing Water		Each	\$3,200.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" DI Culinary Water		LF	\$55.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" Butterfly Valve		Each	\$2,766.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" Water Fittings		Each	\$1,436.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Fire Hydrant Assembly		Each	\$4,200.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1" Water Service Lateral	1	Each	\$1,250.00	\$1,250.00	1	\$1,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	2" Blowoff		Each	\$1,600.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Cover Collar for Water Valve Boxes		Each	\$200.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Asphalt Sawcut, Remove & Replace		LF	\$5.05	\$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	\$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		\$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		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PRESSURIZED IRRIGATION																		
	4" C900 Purple PVC Pipe		LF	\$18.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Gate Valve		Each	\$800.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" Plug & Drain		Each	\$200.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" 45° Elbow		Each	\$300.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4"x4"x1" Tee		Each	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" PVC Pipe		LF	\$20.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Gate Valve		Each	\$950.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	6" Plug & Drain		Each	\$467.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" PVC Pipe		LF	\$23.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Gate Valve		Each	\$1,400.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" Water MJ Fittings		Each	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" PVC Pipe		LF	\$47.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" Gate Valve		Each	\$1,436.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	12" Water MJ Fittings		Each	\$2,179.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	18" di Irrigation Water		LF	\$103.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	18" PI Fittings		Each	\$4,575.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	18" PI Valves		Each	\$6,936.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	2" Blowoff Pressurized Irrigation		Each	\$1,300.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1 1/2" Double Irrigation Service		Each	\$990.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1" Irrigation Service		Each	\$1,100.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Irrigation Drain		Each	\$2,019.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Connect to Existing PI		Each	\$2,800.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Asphalt Sawcut, Remove & Replace		SF	\$5.05	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Cover Collar for Water Valve Boxes		Each	\$340.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Attachment: Walmart Academy Performance Guarantee (Final and Durability Bond Release - WALMART ACADEMY)

	6" Tee w/ Thrust Block		Each	\$450.00	\$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
					\$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																	
	Asphalt 3" - Standard Road		SF	\$1.40	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Roadbase 8" Hauled, Placed & Compacted		SF	\$0.65	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sub Base 8" Hauled, Placed & Compacted		SF	\$0.45	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	24" Curb & Gutter (4" untreated base course included)		LF	\$15.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sidewalk 4" Thick (4"untreated base course included)		SF	\$4.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Saw Cutting		LF	\$1.25	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	ADA Ramp (6" concrete 6" base course included)		Each	\$1,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Curb Tie In		Each	\$240.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Truncated Dome Pads		SF	\$25.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Driveway Apron (6" concrete over 6" untreated base course)		SF	\$6.50	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Driveway Apron (8" concrete over 6" untreated base course)		SF	\$6.75	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Demolition and Removal of Sidewalk, Curb, and Gutter		LF	\$9.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Granular Borrow Fill		Cubic Yd	\$15.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Concrete		Cubic Yd	\$115.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Asphalt		Ton	\$165.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	1.5" Mill and overlay		SF	\$0.35	\$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		\$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		\$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																	
	36" RCP Storm Drain		LF	\$67.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	30" RCP Storm Drain		LF	\$55.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	24" RCP Storm Drain		LF	\$48.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	18" RCP Storm Drain		LF	\$43.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	15" RCP Storm Drain		LF	\$36.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12" RCP Storm Drain		LF	\$33.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Curb Inlet 2' x 3' x 4'		Each	\$1,800.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Double Curb Inlet 2' x 3' x 4'		Each	\$3,000.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Connection		Each	\$1,400.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Manhole catch basin		Each	\$2,250.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Manhole 5'		Each	\$2,900.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Flared End With Rip Rap		Each	\$2,229.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Sump		Each	\$3,600.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Oil/ Water Separator		Each	\$500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Storm Drain Cleanout		Each	\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Orifice Plate		Each	\$375.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4'x4' Inlet Box		Each	\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Concrete Collar		Each	\$460.00	\$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 Mylar & Disks	1	Each	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Construction Staking		LS	\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Street Sign		Each	\$225.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Traffic Sign		Each	\$300.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Subdivision Monument		Each	\$450.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	CBU Mailbox		Each	\$1,250.00	\$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

Attachment: Walmart Academy Performance Guarantee (Final and Durability Bond Release - WALMART ACADEMY)

					\$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	\$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		\$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		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
							\$40,768.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

\$40,768.00

10% Durability - retained at ICG release

\$4,076.80

ICG Amount

\$44,844.80

Street Lights

\$-

Fees

\$1,150.00



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE 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 Completion Assurance for WALMART ACADEMY. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$ 40,768.00

PASSED THIS 23 DAY OF NOVEMBER, 2021.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



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 WALMART ACADEMY 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: \$ \$4,076.80

PASSED THIS 23 DAY OF NOVEMBER, 2021

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on the Water Banking Agreement for Water Shares with Layne Downs for 12.70 acre-feet of water.

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 12.70 acre-feet of water as shown in the agreement.

BACKGROUND Water banking agreements are authorized by the American Fork municipal code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to be used to meet the city's water dedication requirements.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Water Banking Agreement for Water Shares with Layne Downs for 12.70 acre-feet of water.

SUPPORTING DOCUMENTS

Layne Downs - Water Banking Agreement for Water Shares 2021.11.23 (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares (“**Agreement**”) is entered into as of the 23rd day of November 2021 (“**Effective Date**”), by and between LAYNE DOWNS (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Certificate No. 9765 (“**Water Share**”) representing 6.35 shares in American Fork Irrigation Company equivalent to 12.70 acre-feet of water has been conveyed and assigned by Owner to the City; and

WHEREAS Owner is transferring the Water Share to City in order to meet City’s water dedication requirements for Owner’s development(s) and/or to bank the water with City for use by others to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Share for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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

AGREEMENT

1. Transfer and Acceptance of the Water Share. Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Share.

2. Water Credits. In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 12.70 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner’s Developments. Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final

plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A (“**Assignment**”). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner’s rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City’s nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner’s Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Share.

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

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

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

AMERICAN FORK CITY

Attest: _____
Terilyn Lurker, City Recorder

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

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

NOTARY PUBLIC

By: Layne Downs

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

On the ____ day of _____, 2021, Layne Downs personally appeared before me and duly acknowledged that he executed this Water Banking Agreement for Water Shares for the purposes stated therein.

NOTARY PUBLIC

EXHIBIT A**ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between Layne Downs ("Assignor"), whose mailing address is 211 South 500 West, Lehi, Utah 84043, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement for Water Shares between American Fork City and Layne Downs, dated November 23, 2021.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this ____ day of _____, 20____.

Layne Downs

State of _____)
:ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me Layne Downs, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he executed it.

Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the water banking agreement for water rights with White Horse Developers, LLC, for 48 acre-feet of water.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Water banking agreements are authorized by the American Fork City code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to be used to meet the city's water dedication requirements.

This water banking agreement has been reviewed by our water attorneys.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the water banking agreement for water rights with White Horse Developers, LLC, for 48 acre-feet of water.

SUPPORTING DOCUMENTS

Water Banking Agreement (White Horse Developers - Olive Tree Enterprises) (PDF)

WATER BANKING AGREEMENT

This Water Banking Agreement (“**Agreement**”) is entered into as of the 23rd day of November, 2021 (“**Effective Date**”), by and between WHITE HORSE DEVELOPERS, LLC (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Water Right No. 55-1811 (“**Water Right**”) has been or will be deeded to the City by Olive Tree Enterprises LLC (“**Olive Tree**”), for the benefit of Owner; and

WHEREAS Permanent Change Application a46676 (“**Change Application**”), which is associated with the Water Right and was approved by an Order of the State Engineer dated October 18, 2021, permits the diversion of 48 acre-feet from City’s wells for municipal purposes within City’s service area; and

WHEREAS the Water Right and Change Application are being conveyed to City in order to meet City’s water dedication requirements for Owner’s development(s) and/or to bank the water with City for use by others to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Right for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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

AGREEMENT

1. **Transfer and Acceptance of the Water Right.** The Water Right has been conveyed and assigned, or will be conveyed and assigned, to City by warranty deed, and City has accepted or will accept the conveyance and assignment of the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Olive Tree or Owner any portion of the Water Right.

2. **Title Insurance.** City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right.

3. **Water Credits.** In exchange for the transfer of the Water Right, City hereby grants to Owner water dedication credits for 48.0 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s

development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

4. Use of Credits for Owner's Developments. Owner may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

5. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A ("**Assignment**"). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City's water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder.

6. Use of Credits by Assignees. An assignee may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

7. City's Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

8. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

9. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

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

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

12. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

14. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

Packet Pg. 66

OLIVE TREE ENTERPRISES, L.L.C.

STATE OF UTAH)
)
) :SS
COUNTY OF _____)

On the _____ day of November, 2021, Ted H. Frandsen personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Manager of OLIVE TREE ENTERPRISES, L.L.C., executed this Water Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

*EXHIBIT A***ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement between American Fork City and White Horse Developers, LLC, dated November 23, 2021.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this ____ day of _____, 20__.

Transferor

State of _____)
:ss
County of _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and Action on Acceptance of Bid for Well Rehabilitation Projects and Authorization to Sign Contract Documents

SUMMARY RECOMMENDATION Staff recommends acceptance of the bid from Corrio Construction Inc. and authorization to sign all necessary contract documents for the rehabilitation of the Hospital and Country Club wells.

BACKGROUND The Hospital Well and the Country Club Well have served the city for many years and constitute a significant portion of the city's culinary water supply. Much of the infrastructure for both wells is very old and is beyond its useful life. With regards to the hospital well itself, the entire infrastructure, including the pump, motor, and well house need to be replaced. This project has been planned in the city's capital plan for years and has been budgeted accordingly. The improvements being done to the well and casing have improved the yield and so we recommend awarding the additive alternate for a larger pump.

BUDGET IMPACT The bid received from Corrio Construction Inc., is for \$1,047,022.49 and has been approved in the FY 2021-22 budget.

SUGGESTED MOTION I move that the City accept the bid submitted by Corrio Construction Inc., for \$1,047,022.49 for the rehabilitation of the Hospital and Country Club well projects and authorize the city to sign the contract and all other related documents.

SUPPORTING DOCUMENTS

Well Rehab Bid Tab (PDF)

Bid Award Recommendation Letter - Corrio_20211116 (PDF)

Engineer's Estimate
Horrocks Engineers

Project Manager: John E. Schiess, P.E.
Project Engineer: Jason Judd, P.E.

Construction Cost Inde: 12647
Project Number UT-CV-3845-21

Base Bid
Contractors
Corrio Construction, Inc.
Dennis Lierd II Construction, Inc.
VanCon, Inc.
S&L, Inc.

Bid
\$1,042,150.49
\$1,192,240.00
\$1,379,480.00
\$1,412,592.50

Bid Opening: purchasing.utah.gov
Date: November 3, 2021
Time: 3:00 PM

For: 2021 Well Rehabilitation Projects
American Fork City
51 East Main
American Fork, Utah 84003

Average
Engineer's Estimate
Percent Difference

\$1,256,615.75
\$1,133,631.00
-10%

Base Bid		Engineer's Estimate				Bidder 1 Corrio Construction, Inc.		Bidder 2 Dennis Lierd II Construction, Inc.		Bidder 3 VanCon, Inc.		Bidder 3 S&L, Inc.		Average	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1.00	LS	\$75,000.00	\$75,000.00	\$52,108.00	\$52,108.00	\$210,000.00	\$210,000.00	\$120,000.00	\$120,000.00	\$125,000.00	\$125,000.00	\$126,777.00	\$126,777.00
Country Club Well															
2	Demolition	1.00	LS	\$23,000.00	\$23,000.00	\$20,219.00	\$20,219.00	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00	\$25,054.75	\$25,054.75
3	Piping and Mechanical	1.00	LS	\$120,000.00	\$120,000.00	\$76,920.00	\$76,920.00	\$120,000.00	\$120,000.00	\$140,000.00	\$140,000.00	\$175,000.00	\$175,000.00	\$127,980.00	\$127,980.00
4	Building Finishes	1.00	LS	\$50,000.00	\$50,000.00	\$34,608.00	\$34,608.00	\$78,000.00	\$78,000.00	\$90,000.00	\$90,000.00	\$95,000.00	\$95,000.00	\$74,402.00	\$74,402.00
5	Electrical	1.00	LS	\$110,000.00	\$110,000.00	\$167,822.00	\$167,822.00	\$145,000.00	\$145,000.00	\$160,000.00	\$160,000.00	\$145,000.00	\$145,000.00	\$154,455.50	\$154,455.50
6	Concrete Sidewalk	330.00	SF	\$8.20	\$2,706.00	\$19.39	\$6,398.70	\$10.00	\$3,300.00	\$12.00	\$3,960.00	\$15.00	\$4,950.00	\$14.10	\$4,652.18
7	Concrete Driveway/Drive Approach	790.00	SF	\$12.00	\$9,480.00	\$12.78	\$10,096.20	\$15.00	\$11,850.00	\$11.00	\$8,690.00	\$15.00	\$11,850.00	\$13.45	\$10,621.55
8	Roadbase	855.00	CF	\$2.00	\$1,710.00	\$8.10	\$6,925.50	\$3.00	\$2,565.00	\$12.00	\$10,260.00	\$4.00	\$3,420.00	\$6.78	\$5,792.63
9	6" Cobble	250.00	SF	\$33.00	\$8,250.00	\$14.87	\$3,717.50	\$7.50	\$1,875.00	\$10.00	\$2,500.00	\$5.00	\$1,250.00	\$9.34	\$2,335.63
10	Discharge Box	1.00	EA	\$8,750.00	\$8,750.00	\$9,632.00	\$9,632.00	\$6,500.00	\$6,500.00	\$11,000.00	\$11,000.00	\$6,000.00	\$6,000.00	\$8,283.00	\$8,283.00
11	Manhole	1.00	EA	\$5,900.00	\$5,900.00	\$3,690.00	\$3,690.00	\$5,800.00	\$5,800.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,372.50	\$5,372.50
12	18" RCP	28.00	LF	\$100.00	\$2,800.00	\$244.54	\$6,847.12	\$75.00	\$2,100.00	\$200.00	\$5,600.00	\$150.00	\$4,200.00	\$167.39	\$4,686.78
13	Core Existing Headwall	1.00	LS	\$3,500.00	\$3,500.00	\$1,697.00	\$1,697.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,549.25	\$1,549.25
14	Fence and Gates	1.00	LS	\$5,000.00	\$5,000.00	\$10,054.00	\$10,054.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,513.50	\$9,513.50
Hospital Well															
15	Demolition	1.00	LS	\$50,000.00	\$50,000.00	\$29,384.00	\$29,384.00	\$25,000.00	\$25,000.00	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00	\$37,346.00	\$37,346.00
16	Piping and Mechanical	1.00	LS	\$130,000.00	\$130,000.00	\$44,898.00	\$44,898.00	\$95,000.00	\$95,000.00	\$120,000.00	\$120,000.00	\$185,000.00	\$185,000.00	\$111,224.50	\$111,224.50
17	Building	1.00	LS	\$185,000.00	\$185,000.00	\$169,207.00	\$169,207.00	\$157,500.00	\$157,500.00	\$230,000.00	\$230,000.00	\$285,000.00	\$285,000.00	\$210,426.75	\$210,426.75
18	Deep Well Pump and Motor	1.00	LS	\$135,000.00	\$135,000.00	\$124,358.00	\$124,358.00	\$108,000.00	\$108,000.00	\$100,000.00	\$100,000.00	\$120,000.00	\$120,000.00	\$113,089.50	\$113,089.50
19	Electrical	1.00	LS	\$135,000.00	\$135,000.00	\$173,855.00	\$173,855.00	\$140,000.00	\$140,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$153,463.75	\$153,463.75
20	Concrete Sidewalk	550.00	SF	\$8.20	\$4,510.00	\$15.03	\$8,266.50	\$10.00	\$5,500.00	\$12.00	\$6,600.00	\$15.00	\$8,250.00	\$13.01	\$7,154.13
21	Concrete Drive Approach	410.00	SF	\$12.00	\$4,920.00	\$22.10	\$9,061.00	\$15.00	\$6,150.00	\$15.00	\$6,150.00	\$15.00	\$6,150.00	\$16.78	\$6,877.75
22	Concrete Curb and Gutter	27.00	LF	\$65.00	\$1,755.00	\$86.11	\$2,324.97	\$45.00	\$1,215.00	\$200.00	\$5,400.00	\$65.00	\$1,755.00	\$99.03	\$2,673.74
23	Asphalt	3820.00	SF	\$9.50	\$36,290.00	\$4.48	\$17,113.60	\$6.00	\$22,920.00	\$3.00	\$11,460.00	\$2.50	\$9,550.00	\$4.00	\$15,260.90
24	Roadbase	2405.00	CF	\$2.00	\$4,810.00	\$7.12	\$17,123.60	\$3.00	\$7,215.00	\$12.00	\$28,860.00	\$3.50	\$8,417.50	\$6.41	\$15,404.03
25	6" Cobble	100.00	SF	\$33.00	\$3,300.00	\$19.77	\$1,977.00	\$7.50	\$750.00	\$10.00	\$1,000.00	\$7.00	\$700.00	\$11.07	\$1,106.75
26	Discharge Box	1.00	EA	\$9,250.00	\$9,250.00	\$8,608.00	\$8,608.00	\$6,500.00	\$6,500.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00	\$7,527.00	\$7,527.00
27	15" RCP	60.00	LF	\$95.00	\$5,700.00	\$404.33	\$24,259.80	\$75.00	\$4,500.00	\$200.00	\$12,000.00	\$135.00	\$8,100.00	\$203.58	\$12,214.95
28	Core Existing Wall	1.00	LS	\$2,000.00	\$2,000.00	\$979.00	\$979.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,369.75	\$1,369.75
29	Payment for On-Site Stored Material	1.00	LS												
TOTAL BASE BID				\$1,133,631.00		\$1,042,150.49		\$1,192,240.00		\$1,379,480.00		\$1,412,592.50		\$1,256,615.75	

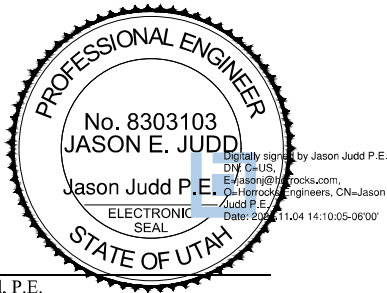
Additive Alternate

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
30	Deep Well Pump and Motor	1.00	LS	\$115,000.00	\$115,000.00	\$129,230.00	\$129,230.00	\$115,000.00	\$115,000.00	\$110,000.00	\$110,000.00	\$130,000.00	\$130,000.00	\$121,057.50	\$121,057.50

Deductive Alternate

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
31	Electrical Reduction	1.00	LS	-\$15,000.00	(\$15,000.00)	(\$4,500.00)	(\$4,500.00)	(\$4,500.00)	(\$4,500.00)	(\$4,500.00)	(\$4,500.00)	(\$5,000.00)	(\$5,000.00)	(\$4,625.00)	(\$4,625.00)

I hereby certify that this is a true and correct Bid Tabulation for the
2021 Well Rehabilitation Projects



Jason Judd, P.E.

Scott Sensanbaugher, P.E.
 270 East 200 North
 American Fork Utah, 84003

November 16, 2021

Subject: American Fork 2021 Well Rehabilitation Projects Bid Results and Recommendations

Dear Scott:

Attached is the bid tabulation for the American Fork 2021 Well Rehabilitation Projects. The low bidder was Corrio Construction Inc. with a base bid price of \$1,042,150.49. The bid was 6 percent lower than the engineer's estimate. An additive alternative was also bid which included the addition of a larger deep well pump and motor for an increased flowrate in the Hospital Well. We recommend adding the additive alternate at a cost of \$129,230.00, which in turn removes the smaller deep well pump and motor, decreasing the cost by \$124,358.00. The total cost of the project including the base bid and additive alternate is \$1,047,022.49.

We recommend the bid be awarded to Corrio Construction Inc. We have checked their license, bonding, and references and have found everything in order.

Attached are three (3) copies of the Notice of Award if the City so chooses to award this project to Corrio Construction Inc.

If you have any questions please call.

Sincerely,
 HORROCKS ENGINEERS

Jason Judd P.E.

Digitally signed by Jason Judd P.E.
 DN: C=US,
 E=jasonj@horrocks.com,
 O=Horrocks Engineers, CN=Jason
 Judd P.E.
 Date: 2021.11.16 17:58:21-07'00'

Jason Judd, P.E.
 Municipal Engineer

cc: File

Attachment: Bid Award Recommendation Letter - Corrio_20211116 (Acceptance of Bid for Well Rehabilitation Projects)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and Action on Acceptance of Bid for Library Room Project and Authorization to Sign Contract Documents

SUMMARY RECOMMENDATION

Staff recommends acceptance of the bid from Entelen Design-Build, LLC for \$346,462.00 for the construction of the Library Room project and authorization to sign all necessary contract documents.

BACKGROUND

This project is to enclose the open patio on the northwest side of the library and create a children's reading room. The invitations to bid were posted on Sci-Quest (the state's procurement website) and a mandatory pre-bid meeting was held. Three vendors attended and all three attendees submitted bids as directed. The lowest bid on the project was from Entelen Design-Build, LLC for the amount of \$346,462.00.

BUDGET IMPACT

The bid received from Entelen is in the amount of \$346,462.00 and this project has been approved in the FY 2021-22 budget.

SUGGESTED MOTION

I move that the City accept the bid submitted by Entelen Design-Build, LLC for the amount of \$346,462.00 for the library room project, and authorize the city to sign the contract and all other related documents.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Administration

Director Approval David Bunker

AGENDA ITEM Review and action on an ordinance allocating \$114,000 from the PARC tax fund to the Library's Children's Room Expansion Project.

SUMMARY RECOMMENDATION

Review and action on allocating \$114,000 from the PARC tax fund to the Library's Children's Room Expansion Project.

BACKGROUND

City council has approved \$281,891 in PARC funds for design and construction of a children's room expansion at the library. During 2021 the City engaged with a architect for design and recently the city has bid out construction for the project. The lowest bid was \$365,126, including the additive alternate, from a company called Entelen. When you include design costs and a construction contingency, the project has about a \$114,000 shortfall in funding. See table below.

Available Funds	281,891.00
JRCA design	12,500.00
Construction bid (Inc Add Alt)	365,126.00
5% contingency	17,308.10
Total Cost	394,934.10
Shortfall	113,043.10

The shortfall is most likely do to extreme inflation in the past year, supply chain issues for materials, and the small nature of the project which limits more efficient economies of scale for contractors. We feel these market pressures will only get worse in the near future, which is why we would like to proceed with the project now and fund the remaining balance through another PARC tax allocation.

BUDGET IMPACT

The finance department has reviewed PARC fund balance and reports over \$127,000 in unallocated funds available. This project would need an additional \$113,043.10, rounded up to \$114,000, to complete the project. The remaining PARC funds would remain in fund balance and be included in next year's PARC allocations.

SUGGESTED MOTION

I move to adopt an ordinance approving the allocation of \$114,000 from the PARC tax fund to the Library's Children's Room Expansion Project.

SUPPORTING DOCUMENTS

11-23-2021 - PARC Tax allocation to Library (PDF)

ORDINANCE NO. _____**AN ORDINANCE PROVIDING FOR THE DISTRIBUTION OF PARC TAX REVENUES**

WHEREAS, on December 9, 2014 American Fork City Council approved Ordinance No. 2014-12-46, the Parks, Arts, Recreation and Culture Sales and Use Tax (PARC Tax);

WHEREAS, the PARC Tax became effective April 1, 2015;

WHEREAS, the City Council recognizes that parks, arts, recreation and culture enrich the quality of life in a community;

WHEREAS, the City Council desires to encourage and support the advancement or recreational and cultural facilities and cultural arts organization in American Fork; and

WHEREAS, the purpose of this ordinance is to provide for the distribution of PARC Tax revenues.

NOW THEREFORE, be it ordained by the American Fork City Council as follows:

1. American Fork City Council hereby authorizes the distribution of PARC Tax revenues to **American Fork City - Library** in the amount of \$114,000.00 for the Children's Room expansion project.
2. No PARC Tax revenues shall be distributed to an entity for operation expenses until the entity has signed a contract with the City meeting the requirements of Resolution No. 2015-04-09R and Resolution No. 2017-01-06R, A Resolution Creating the Parks, Arts, Recreation and Culture Tax Advisory Board.
3. PARC Tax revenues in future fiscal years will also be awarded after a competitive application process based on merit and availability of funds. Receipt of PARC Tax funding in this round of applications does not guarantee PARC Tax funding in future years.
4. The City Administrator is hereby authorized to sign any documents required to proceed with the distribution of PARC Tax revenues as set forth in this ordinance.
5. All acts, orders, resolutions, ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.

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

Passed by the American Fork City Council on this 23rd day of November 2021.

MAYOR

BRADLEY J. FROST
Mayor of American Fork

ATTEST:

STEPHANIE FINAU
Deputy Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval for participation in the National Opioid Settlement.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Nationwide settlements have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors of opioids. The settlement earmarks approximately \$22.7 billion for use by participating states and political subdivisions to remediate and abate the impacts of the opioid crisis.

If the city opts to participate in the settlement, authorization will need to be given to the mayor to register to receive documents.

BUDGET IMPACT

Unknown

SUGGESTED MOTION

Move to authorize the city to sign all necessary documents pertaining to the National Opioid Settlement.

SUPPORTING DOCUMENTS

Ltr on National Opioid Settlement (PDF)



SEAN D. REYES
ATTORNEY GENERAL

Spencer E. Austin
Chief Criminal Deputy

Ric Cantrell
Chief of Staff

Melissa A. Holyoak
Solicitor General

Brian L. Tarbet
Chief Civil Deputy

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2020.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact the

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three large pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and a manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. The State of Utah has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

Attachment: Letter on National Opioid Settlement (Opioid Settlement)

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because The State of Utah has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlement to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys' subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlement may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and may not be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: APY8M1

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within their states. Allocation agreements/legislation and other information about Utah's allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlement, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Utah. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multidistrict litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website <https://nationalopioidsettlement.com/>.

We appreciate your attention to this important matter and are available for any questions,

Utah Attorney General's Office

Tom Melton

Assistant Attorney General

tmelton@agutah.gov

Kevin McLean

Assistant Attorney General

kmclean@agutah.gov

160 East 300 South, 5th Floor

P.O. Box 140872

Salt Lake City, UT 84114-0872

Attachment: Ltr on National Opioid Settlement (Opioid Settlement)

122810020211
Postal Service: Please do not mark barcode
NPD CQ-816-461
Terilyn Lurker City Recorder
51 East Main
American Fork, UT 84003



31

NPD

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving Chapter 3.14 of the American Fork City Code regarding the implementation of the Parks, Arts, Recreation, and Culture Sales and Use Tax.

SUMMARY RECOMMENDATION

Staff recommends approval of the ordinance implementing the PARC Tax beginning April 1, 2023, as approved by the voters of American Fork.

BACKGROUND

The November 2nd General Election ballot included an opinion question to the residents regarding the imposition of a citywide tax to fund Parks, Arts, Recreation, and Cultural activities and organizations in the city (also known as the PARC Tax). This sales and use tax was originally approved by voters in 2014; this will renew the tax.

The ballot opinion question was approved by the voters with 5,004 (75.85%) voting in favor and 1,593 (24.15%) voting against the tax.

The next step is to adopt the attached ordinance.

BUDGET IMPACT

0.1% sales and use tax

SUGGESTED MOTION

Move to adopt the ordinance approving Chapter 3.14 of the city code relating to the implementation of the PARC Sales and Use Tax.

SUPPORTING DOCUMENTS

PARC Tax implementation ordinance (DOCX)

ORDINANCE NO. _____

AN ORDINANCE APPROVING CHAPTER 3.14 OF THE AMERICAN FORK CITY CODE REGARDING THE IMPLEMENTATION OF THE PARKS, ARTS, RECREATION AND CULTURE SALES AND USE TAX (PARC TAX) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Utah empowers cities to impose a sales and use tax for the purpose of enhancing public financial support of publicly owned and operated recreation and zoological facilities, and botanical, cultural, and zoological organizations owned or operated by institutions or private nonprofit organizations.

WHEREAS, a sales and use tax pursuant to Utah Code Ann. §59-12-1402 may be imposed if it is determined by the legislative body that a majority of the city's registered voters voting on the imposition of the tax have voted in favor of the imposition.

WHEREAS, the County Board of Canvassers has determined, and American Fork City Council has certified, that a majority of the city's registered voters voting on the imposition of the Parks, Arts, Recreation and Culture Sales and Use Tax have voted in favor of the imposition.

NOW THEREFORE, be it ordained by the American Fork City Council that the American Fork City Code be amended as follows:

PART I

Text of Ordinance

- Chapter 3.14 be added to the American Fork City Code to read as follows:

3.14.010 Title

This chapter shall be known as the "Parks, Arts, Recreation and Culture Sales and Use Tax."

3.14.020 Purpose

It is the purpose of this chapter to establish, enact, impose, and levy a Parks, Arts, Recreation and Culture Sales and Use Tax in accordance with Utah Code Ann. §59-12-1401 et. Seq. for the purpose of funding cultural arts facilities and organizations and recreational facilities in the City of American Fork.

3.14.030 Imposition – Amount

There is levied for collection a sales and use tax at the rate of one-tenth of one percent (.1%) on all transactions described in Utah Code Ann. §59-12-103(1), as amended, that are located within the City of American Fork.

3.14.040 Distribution of Use of Revenue

The revenue shall be distributed in accordance with Utah Code Ann. §59-12-1403 and for the purpose of funding eligible cultural arts facilities and organizations and recreational facilities in the City of American Fork, pursuant to Utah Code Ann. §59-12-1401 et. Seq.

3.14.050 Effective Date

The effective date of the initial Parks, Arts, Recreation, and Culture Sales and Use Tax was April 1, 2015. The effective date of the reapproved Parks, Arts, Recreation, and Culture Sales and Use Tax is April 1, 2023, with the intent that no time will lapse between the expiration of the initial enactment and the beginning of the reapproved enactment. Effective dates for billing periods and for catalogue sales shall be computed as set forth in state law.

3.14.060 Duration

The reapproved Parks, Arts, Recreation and Culture Sales and Use Tax shall be in effect for a period of ten (10) years.

PART II

Severance and Effective Date

SECTION 1. Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution or part thereof, the more stringent shall prevail.

SECTION 2. Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

SECTION 3. Effective Date. This Ordinance shall take effect upon its passage and posting as required by law.

Passed by the American Fork City Council on the ____ day of November 2021.

MAYOR

BRADLEY J. FROST
Mayor of American Fork

ATTEST:

STEPHANIE FINAU
Deputy Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a pioneering agreement with Roderick Enterprises for system improvements along 1700 South of the Roderick Catalyst development.

SUMMARY RECOMMENDATION

Roderick Enterprises proposes a Pioneering Agreement for system improvements along 1700 South of the recently approved Roderick Catalyst Subdivision Phase 2 development.

BACKGROUND

The City Council approved the final plat for the Roderick Catalyst Subdivision Phase 2 development at the October 13, 2020 regular session meeting. Roderick Enterprises has been working closely with the City's Public Works Department on a plan for the underground utilities along 1700 South in compliance with the approved Master Plans.

A Pioneering Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities and roadway improvements along 1700 South and allocates pro-rated construction costs to the adjacent properties based on their frontage along 1700 South.

The total cost for the system improvements adds up to \$2,596,077.

This was originally approved at the September 14, 2021, city council meeting. It was discovered that the benefitted properties did not have the proper legal descriptions attached to the agreement. This agreement includes the appropriate legal descriptions.

BUDGET IMPACT

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

SUGGESTED MOTION

Move to approve the pioneering agreement with Roderick Enterprises for system improvements along 1700 South.

SUPPORTING DOCUMENTS

Roderick Enterprises - Pioneering Agreement (PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as "Agreement") is entered into as of this ____ day of _____, 2021, by and between Roderick Enterprises, a Limited Partnership with its principal offices located at P.O. Box 186, Midvale, Utah 84047 (hereinafter referred to as "Developer") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the "City").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically 51:634:0003 consisting of 58.13 acres and further described in Exhibit A attached hereto (hereinafter referred to as the "Property");

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Class A Industrial Business Park commonly known as Catalyst Business Park. However, development of the Property is subject to the installation of offsite utility, road, curb/gutter sidewalk, and street light improvements (the "Project Improvements") identified on Exhibit B attached hereto.

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

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

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

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

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

AGREEMENT

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

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

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

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

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this ____ day of _____, 2018.

Roderick Enterprises

By: _____
Name (Print):
Its:

State of Utah

County of _____

On the _____ day of _____, 2018, personally appeared before me _____, of _____, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein, and did so of his own voluntary act.

Notary

EXHIBIT A “Developer Owned Property”

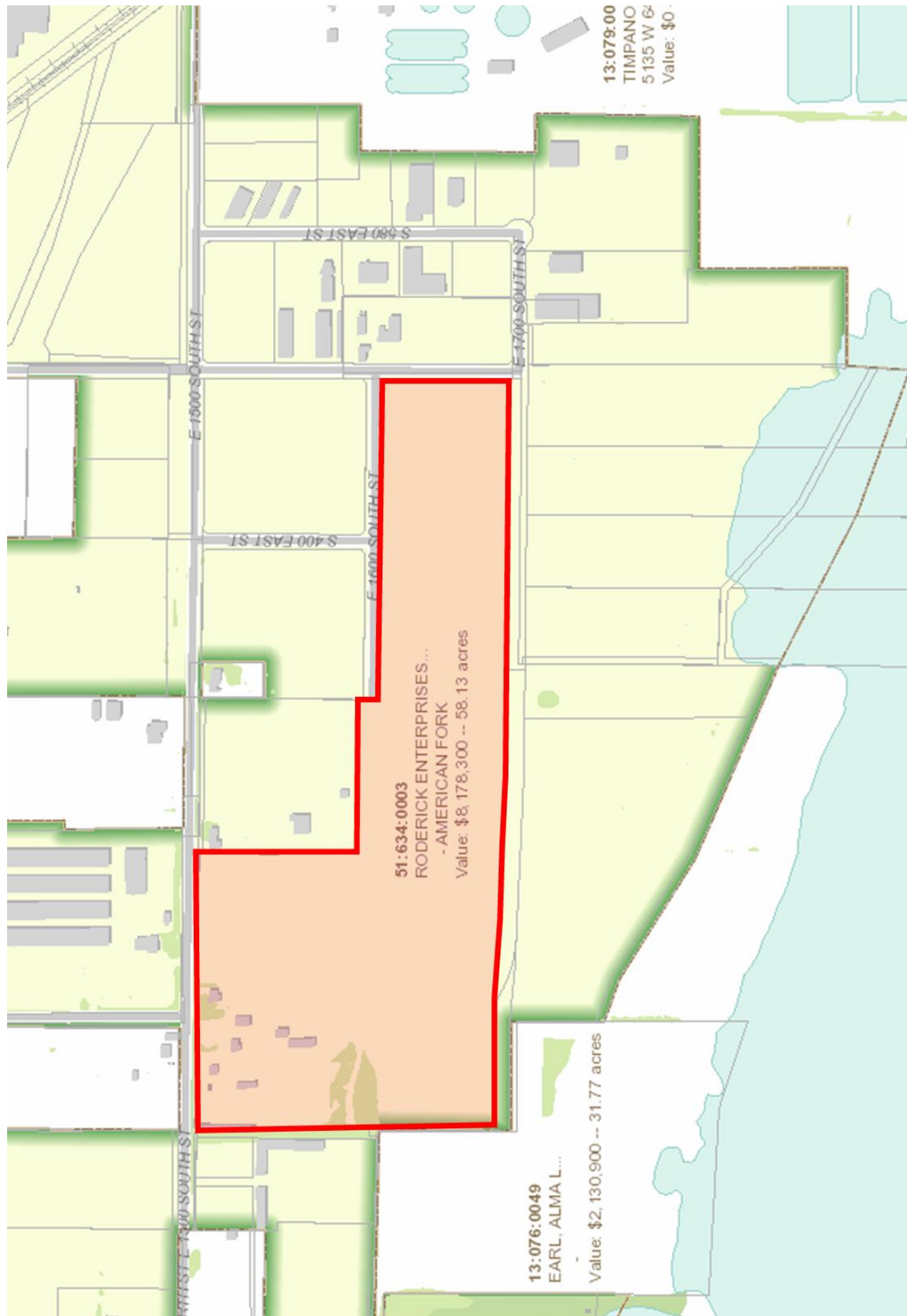


EXHIBIT B Improvements

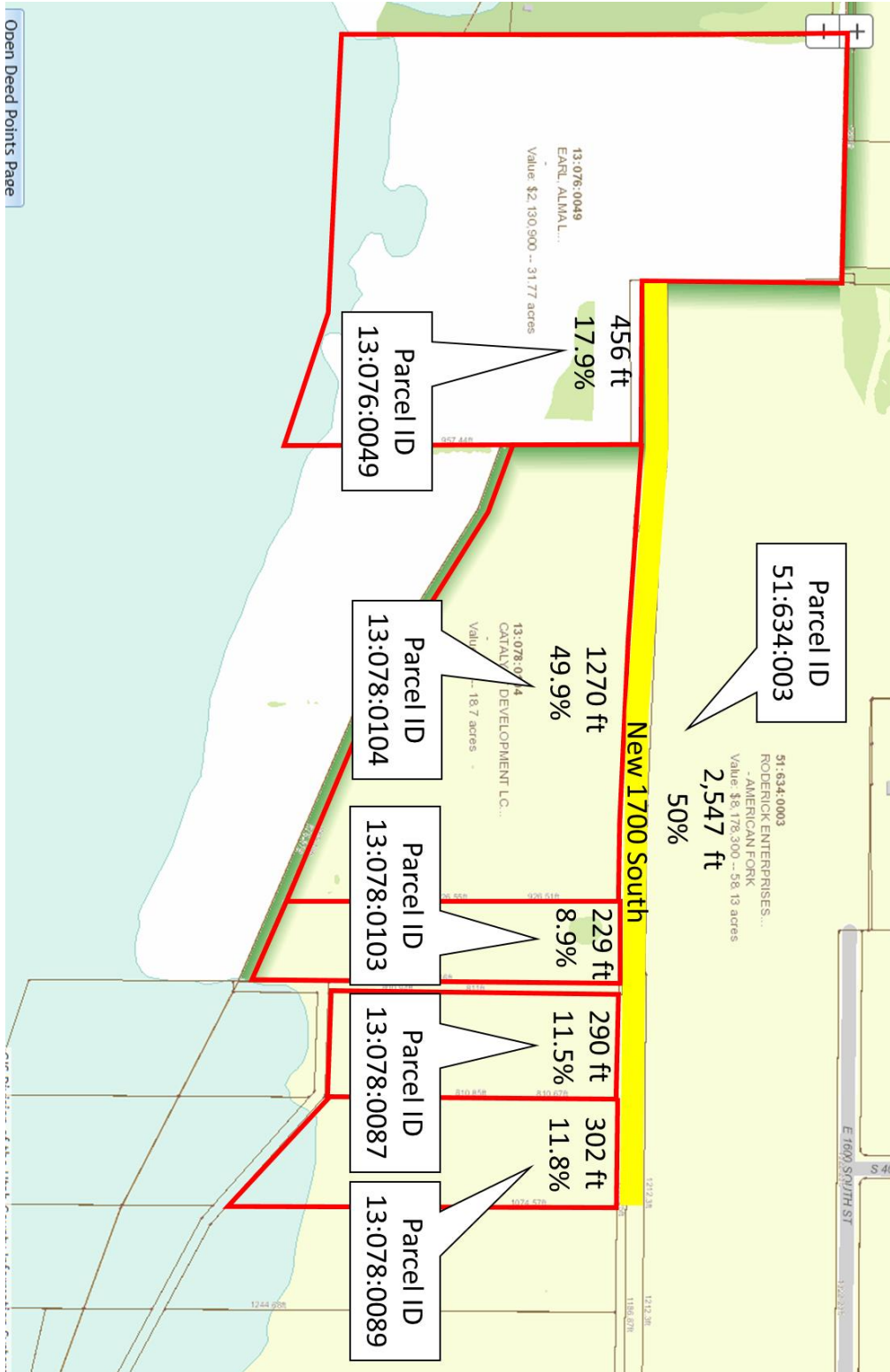
Exhibit B - Pioneering Agreement - Catalyst Business Park							
Catalyst Business Park Phase 2 Allocated Cost Breakdown							
Description		Bid Quantity	Unit Price	Total Bid	Total for 1700 South	% of 1700 South work	
SOFT COSTS							
	Fees incurred from American Fork for testing, inspections, etc			\$20,000	\$16,000	80%	
	Special Testing (contract signed with GSH for)			\$14,921	\$11,937	80%	
SWPPP							
	1700 South Earthwork construction entrance	950	SF	\$1.65	\$1,568	100%	
	Install Inlet Protection	14	EACH	\$165.00	\$2,100	100%	
	Street Sweeping	50	HRS	\$275.00	\$12,500	100%	
SITE UTILITIES							
	1700 South Mobilization for utilities	7	LDS	\$907.50	\$6,353	100%	
	Dewatering	(this is bid from Siri Construction)		\$249,039	\$199,231	80%	
(sewer)							
	Sewer - Install 16" sleeve for futre sewer through 1700 South	80	LF	\$60.02	\$4,801	100%	
	Gravel Bedding	36	TN	\$23.65	\$851	100%	
	Waste Trench Spoils - onsite	82	CY	\$5.50	\$451	100%	
	Import Trench Backfill	96	TN	\$13.75	\$1,320	100%	
(storm drain)						100%	
	Storm drain install 21" RCP pipe	24	LF	\$77.45	\$1,859	100%	
	install 18" RCP pipe	1,096	LF	\$55.68	\$61,025	100%	
	Install 15" RCP pipe	1,400	LF	\$46.89	\$65,646	100%	
	Install 5' Manhole	7	EACH	\$3,317.07	\$23,220	100%	
	Install 8' DIA Manhole over existing 60" RCP	1	EACH	\$25,346.20	\$25,346	100%	
	Install 60" RCP Pipe for 8' Manhole install	12	LF	\$275.00	\$3,300	100%	
	Install double curb inlet box	14	EACH	\$3,811.46	\$53,360	100%	
	Concrete Collar Manhole	7	EACH	\$605.00	\$4,235	100%	
	Gravel Bedding	1,171	TN	\$23.65	\$27,694	100%	
(water line)						100%	
	Water Line - Connect 8" PVC to Existing 8" Line	1.00	EACH	\$500.00	\$550	100%	
	Install 8" PVC C900	2,562.00	LF	\$28.29	\$79,727	100%	
	8x2 Connection	6.00	EACH	\$750.00	\$4,950	100%	
	Install 8x8" Tee	6.00	EACH	\$750.00	\$4,950	100%	
	Install 8" Gate Valve	7.00	EACH	\$2,388.40	\$18,391	100%	
	Install 8" Loop with Restained Joints	1.00	EACH	\$10,500.00	\$11,550	100%	
	Install 8" Blow Off	1.00	EACH	\$1,500.00	\$1,650	100%	
	Concrete Collar Valve	7.00	EACH	\$425.00	\$3,273	100%	
	Cap and Mark 8" PVC	7.00	EACH	\$350.00	\$2,695	100%	
(culinary)							
	Install 2" Poly Pipe	162.00	LF	\$23.50	\$4,188	100%	
	Install 2" Meter Vault	6.00	EACH	\$6,500.00	\$42,900	100%	
	Cap and Mark 2" Poly	6.00	EACH	\$350.00	\$2,310	100%	
(fire hydrants)							
	8x6 Tee	7.00	EACH	\$650.00	\$5,005	100%	
	6" Gate Valve	7.00	EACH	\$985.00	\$7,585	100%	
	6" C-900	190.00	LF	\$26.15	\$5,465	100%	
	Install Fire Hydrant	7.00	EACH	\$3,746.92	\$28,851	100%	
	Concrete Collar Valve	7.00	EACH	\$425.00	\$3,273	100%	
	Sand Bedding	870.00	TN	\$15.00	\$14,355	100%	
	Waste Trench Spoils On-Site	860.00	TN	\$5.00	\$4,730	100%	
	Import Trench Backfill	650.00	TN	\$12.50	\$8,938	100%	

EXHIBIT B

Improvements (continued)

(pressurized irrigation)							
Pressurized Irrigation Line - Connect 8" PVC to Existing 8" Line		1.00	EACH	\$500.00	\$550	\$550	100%
Hot Tap Connect 1.5" Poly to 8" PVC		6.00	EACH	\$750.00	\$4,950	\$4,950	100%
Install 8" PVC C900		2,562.00	EACH	\$18.00	\$50,728	\$50,728	100%
Install 8" Loop with Restained Joints		1.00	EACH	\$10,500.00	\$11,550	\$11,550	100%
Install 8" Valve for Testing		1.00	EACH	\$1,619.46	\$1,781	\$1,781	100%
Install 8" Blow Off		1.00	EACH	\$1,500.00	\$1,650	\$1,650	100%
Install 1.5" Poly Pipe		115.00	EACH	\$23.50	\$2,973	\$2,973	100%
Install 1.5" No-Rise Secondary Meter		6.00	EACH	\$4,250.00	\$28,050	\$28,050	100%
Cap and Mark 1.5" Poly line		6.00	EACH	\$250.00	\$1,650	\$1,650	100%
Concrete Collar Valve		1.00	EACH	\$425.00	\$468	\$468	100%
Sand Bedding		750.00	TN	\$15.00	\$12,375	\$12,375	100%
Waste Trench Spoils On-Site		900.00	CY	\$5.00	\$4,950	\$4,950	100%
Import Trench Backfill		1,150.00	TN	\$12.50	\$15,813	\$15,813	100%
PVC Change Order Material Cost Increase					\$21,584	\$17,267	80%
EXCAVATION (Contract executed with Cowdel Excavation)							
Site Import		41,061	CYDS	\$18.78	\$771,220	\$771,220	100%
Road Base under concrete		1,260	CYDS	\$30.00	\$37,800	\$37,800	100%
ASPHALT (Contract executed with Morgan Paving)							
12" Sub Base furnished and installed		86,768	SF	\$1.09	\$94,577	\$94,577	100%
8" Road Base furnished and installed		86,768	SF	\$0.69	\$59,870	\$59,870	100%
3" Asphalt Paving Furnished and Installed		86,768	SF	\$1.89	\$163,992	\$163,992	100%
ROAD CONCRETE							
curb and gutters 24"		5,102	LF	\$18.44	\$94,081	\$94,081	100%
5' Sidewalk on 1700 South		5,102	LF	\$21.22	\$108,264	\$108,264	100%
Set Curb inlet boxes		14	each	\$428.00	\$5,992	\$5,992	100%
Curb and Gutter Mobilization		1	each	\$428.00	\$428	\$428	100%
Fine grade curb and gutter		983	SF	\$15.58	\$15,306	\$15,306	100%
Drive Approaches 8"		2,840	SF	\$4.39	\$12,459	\$12,459	100%
Forming Labor Drive Approaches		2,840	SF	\$0.06	\$182	\$182	100%
Handicap ramps		8	each	\$267.50	\$2,140	\$2,140	100%
Tactile Plates Purchase		8	each	\$310.30	\$2,482	\$2,482	100%
Tactile Plates Install		8	each	\$90.95	\$728	\$728	100%
Expansion		450	LF	\$1.61	\$722	\$722	100%
Forming Materials		381	CYDS	\$3.74	\$1,426	\$1,426	100%
OTHER							
Jersey Barriers					\$1,208	\$966	80%
AF Street Light Fee					\$111,673	\$89,339	80%
Civil Engineering (Phase II plat and Infrastructure)					\$6,912	\$5,530	80%
Civil Engineering (Phase II updates per AF city redlines)					\$1,728	\$1,382	80%
As Built Drawings required by AF City					\$2,800	\$2,240	80%
General Condtions					\$111,046	\$88,837	80%
Contractors overhead and Margin					\$129,036	\$103,228	80%
Sub Totals					\$2,730,066	\$2,596,077	
				%			
Alma Earl	Parcel # 13:076:0049	456 LF		8.95%		\$232,393.22	
Catalyst Development	Parcel # 13:078:0104	1,270 LF		24.93%		\$647,235.51	
FM Winkel Family, LLC	Parcel # 13:078:0103	229 LF		4.50%		\$116,706.25	
Phelon Lakeland LLC	Parcel # 13:078:0087	290 LF		5.69%		\$147,793.94	
Phelon Lakeland LLC	Parcel # 13:078:0089	302 LF		5.93%		\$153,909.55	
Roderick Enterprises	Parcel # 51:634:003	2,547 LF		50.00%		\$1,298,038.46	
TOTAL LF on both sides of 1700 South		5,094 LF		100.00%		\$2,596,077	

EXHIBIT C “Benefited Properties”



“Benefited Properties” Legal Description

13:076:0049

COM S 841.5 FT FR N 1/4 COR. SEC. 35, T5S, R1E, SLB&M.; S 88 DEG 25' 0" E 1264 FT; S 584 FT; E 456 FT; S 957.44 FT; N 71 DEG 42' 44" W 383.49 FT; N 86 DEG 41' 32" W 781.8 FT; N 1 DEG 2' 0" E 559.75 FT; N 0 DEG 11' 0" E 199.11 FT; N 0 DEG 1' 0" E 592.21 FT; N 87 DEG 49' 0" W 274.7 FT; N 89 DEG 51' 0" W 90.34 FT; N 89 DEG 40' 0" W 220.83 FT; N 44.93 FT TO BEG. AREA 31.774 AC.

51:683:003

LOT 3, RODERICK CATALYST, PHASE 2 SUB AREA 8.384 AC.

51:683:0004

LOT 4, RODERICK CATALYST, PHASE 2 SUB AREA 8.768 AC.

51:683:0005

LOT 5, RODERICK CATALYST, PHASE 2 SUB AREA 7.312 AC.

51:683:0006

PARCEL A, RODERICK CATALYST, PHASE 2 SUB AREA 32.728 AC.

13:078:0104

COM S 1463.32 FT & W 2351.71 FT FR N 1/4 COR. SEC. 36, T5S, R1E, SLB&M.; S 926.51 FT; N 66 DEG 37' 21" W 621.06 FT; N 57 DEG 44' 23" W 600.87 FT; N 70 DEG 8' 28" W 202.38 FT; N 0 DEG 21' 7" E 354.3 FT; ALONG A CURVE TO R (CHORD BEARS: S 86 DEG 55' 1" E 50.4 FT, RADIUS = 500 FT); S 84 DEG 1' 39" E 149.22 FT; ALONG A CURVE TO L (CHORD BEARS: S 85 DEG 34' 55" E 31.03 FT, RADIUS = 572 FT); S 87 DEG 8' 11" E 122.3 FT; S 87 DEG 8' 11" E 648.07 FT; ALONG A CURVE TO L (CHORD BEARS: S 88 DEG 11' 25" E 56.49 FT, RADIUS = 1536 FT); S 89 DEG 14' 38" E 210.84 FT TO BEG. AREA 18.696 AC.

13:078:0103

COM S 1466.33 FT & W 2123.02 FT FR N 1/4 COR. SEC. 36, T5S, R1E, SLB&M.; S 0 DEG 33' 23" W 1018.16 FT; N 66 DEG 37' 21" W 238.37 FT; N 926.55 FT; S 89 DEG 14' 38" E 228.71 FT TO BEG. AREA 4.997 AC.

13:078:0087

COM S 1489.52 FT & E 579.98 FT FR NW COR. SEC. 36, T5S, R1E, SLB&M.; S 89 DEG 14' 38" E 289.76 FT; S 0 DEG 34' 56" W 810.67 FT; N 48 DEG 14' 27" W 4.86 FT; N 87 DEG 56' 15" W 286.19 FT; N 0 DEG 34' 56" E 800.94 FT TO BEG. AREA 5.347 AC.

13:078:0105

COM S 1493.43 FT & E 869.85 FT FR NW COR. SEC. 36, T5S, R1E, SLB&M.; S 89 DEG 14' 38" E 274.85 FT; S 0 DEG 34' 56" W 739.1 FT; S 89 DEG 14' 37" E 27.72 FT; S 0 DEG 34' 36" W 335.46 FT; N 48 DEG 14' 20" W 401.94 FT; N 0 DEG 34' 36" E 810.85 FT TO BEG. AREA 6.073 AC.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a Pioneering Agreement with Phelon Lakeland, LLC for system improvements along 500 East and 1700 South of the Lakeland Industrial Park project.

SUMMARY RECOMMENDATION

Phelon Lakeland, LLC proposes a pioneering agreement for system improvements along 500 East and 1700 South of the recently approved Lakeland Industrial Park Subdivision development.

BACKGROUND

The City Council approved the final plat for the Lakeland Industrial Park Subdivision development at the May 5, 2020 special session meeting. Phelon Lakeland, LLC has been working closely with the City's Public Works Department on a plan for the underground utilities along 500 East and 1700 South in compliance with the approved Master Plans.

A Pioneering Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities and roadway improvements along 500 East and 1700 South and allocates pro-rated construction costs to the adjacent properties based on their frontage along 500 East and 1700 South.

The total cost for the system improvements adds up to \$571,476.75.

This was originally approved at the September 14, 2021, city council meeting. It was discovered that the benefitted properties did not have the proper legal descriptions attached to the agreement. This agreement includes the appropriate legal descriptions.

BUDGET IMPACT

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

SUGGESTED MOTION

Move to approve the pioneering agreement with Phelon Lakeland, LLC for system improvements along 500 East and 1700 South.

SUPPORTING DOCUMENTS

Phelon Lakeland LLC - Pioneering Agreement (PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as “Agreement”) is entered into as of this _____ day of _____, 2021, by and between Phelon Lakeland, LLC, a limited liability corporation with its principal offices located at 731 N Coulson Dr., Lindon, UT 84042 (hereinafter referred to as “Developer”) and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the "City").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically 45:749:0001, 45:749:0002 and 45:749:0003 consisting of 20.62 acres and further described in Exhibit A attached hereto (hereinafter referred to as the “Property”);

WHEREAS, Developer has obtained approvals from the City to develop the Property into a subdivision commonly known as Lakeland Industrial Park. However, development of the Property is subject to the installation of offsite sanitary sewer, stormwater, culinary water, pressurized irrigation, and roadway improvements (the “Project Improvements”) identified on Exhibit B attached hereto.

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

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

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

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

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

AGREEMENT

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

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

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

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

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this ____ day of _____, 2021.

PHELON LAKELAND, LLC

By: _____
Name (Print):
Its:

State of Utah

County of _____

On the _____ day of _____, 2021, personally appeared before me _____, of _____, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein, and did so of his own voluntary act.

Notary

Exhibit "A"

Commencing at a point located South 89°29'06" East along the Section line 1144.59 feet and South 1477.92 feet from the Northwest corner of Section 36, Township 5 South Range 1 East, Salt Lake Base and Meridian; thence South 89°14'38" East 583.81 feet; thence South 86°27'18" East 35.24 feet; thence along the arc of a 1000 foot radius curve to the left 61.87 feet, (chord bears South 88°13'39" East 61.86 feet); thence East 105.46 feet; thence South 9.03 feet; thence East 38.11 feet; thence South 00°00'02" West 659.26 feet; thence East 224.00 feet; thence South 00°01'05" West 17.64 feet; thence South 89°58'46" West 2.79 feet; thence South 642.00 feet; thence West 465.14 feet; thence North 00°37'36" East 582.88 feet; thence North 89°14'38" West 594.42 feet; thence North 00°34'56" East 749.08 feet to the point of beginning.

AREA=905,504 sq. ft. or 20.78 acres

Basis of Bearing = South 89°29'06" East along the Section line
 Lots created =3 Lots

Exhibit "B"

Name of Development: Lakeland Industrial Park

			Actual	
Description of Item	Quantity	Unit	Unit Price	Total
SITE PREPARATION				
Mobilization	1	LS	\$2,000.00	\$2,000.00
SWPPP	1	LS	\$2,000.00	\$2,000.00
SEWER				
Connect to existing	1	Each	\$750.00	\$750.00
8" Sewer Main	214	LF	\$25.00	\$5,350.00
48" Sewer Manhole	1	Each	\$2,500.00	\$2,500.00
Concrete Collars	1	Each	\$750.00	\$750.00
CULINARY WATER				
Tie into existing	1	Each	\$1,500.00	\$1,500.00
8" Water Main	720	LF	\$45.00	\$32,400.00
8" Valves	2	Each	\$2,000.00	\$4,000.00
8" Tees	3	Each	\$1,000.00	\$3,000.00
6" Water Main (Roderick)	18	LF	\$45.00	\$810.00
6" Water Main (Phelon)		LF		
Fire Hydrant (Phelon)	3	Each	\$3,750.00	\$11,250.00
Fire Hydrant (Roderick)	1	Each	\$3,750.00	\$3,750.00
Concrete Collar	6	Each	\$350.00	\$2,100.00
8" Plug with Blowoff	1	Each	\$1,500.00	\$1,500.00
1" Water Service Lateral	3	Each	\$2,000.00	\$6,000.00
PRESSURIZED IRRIGATION				
8" PI Main	622	LF	\$25.00	\$15,550.00
8" PI Main (Phelon)	208	LF	\$25.00	\$5,200.00
8" Valve	3	Each	\$2,000.00	\$6,000.00
8" Plug with Blowoff	2	Each	\$1,500.00	\$3,000.00
Duplex PI Service	1	Each	\$2,500.00	\$2,500.00
Single PI Service	1	Each	\$1,250.00	\$1,250.00
Concrete Collar on Valves	3	Each	\$350.00	\$1,050.00
30" DI PI Line	570	LF	\$218.00	\$124,260.00
30" DI PI Line	780	LF	\$218.00	\$170,040.00
30" x8" Cross	1	Each	\$23,664.00	\$23,664.00
30" Butterfly Valve	1	Each	\$19,524.00	\$19,524.00
30" Cap	1	Each	\$4,022.00	\$4,022.00
Cathodic Protection	1	LS	\$45,592.00	\$45,592.00
30" Isolator	1	Each	\$10,389.00	\$10,389.00
STREETS				
12" Subbase Roads	53000	SF	\$2.10	\$111,300.00
8" Roadbase	47000	SF	\$1.00	\$47,000.00
4.5" Asphalt	47000	SF	\$2.20	\$103,400.00
Base and Grade for Curb & Gutter	2800	LF	\$4.00	\$11,200.00
Curb & Gutter	2800	LF	\$18.50	\$51,800.00

Attachment: Phelon Lakeland LLC - Pioneering Agreement (Pioneering Agreement with Phelon Lakeland, LLC for Lakeland Industrial Park)

Exhibit "B"

Name of Development: Lakeland Industrial Park

Actual				
Description of Item	Quantity	Unit	Unit Price	Total
Curb Box Tie In	4	Each	\$350.00	\$1,400.00
Base and Grade for Sidewalk	215	LF	\$7.00	\$1,505.00
5' Sidewalk	215	LF	\$20.00	\$4,300.00
Base and Grade for 10' Sidewalk	615	LF	\$14.00	\$8,610.00
10' Sidewalk	615	LF	\$40.00	\$24,600.00
ADA Ramps	4	Each	\$1,500.00	\$6,000.00
Stop/Street Sign	1	LS	\$600.00	\$600.00
STORM DRAINAGE				
2'x3' Catch Basin	1	Each	\$2,500.00	\$2,500.00
Combo Box with Snout	1	Each	\$4,500.00	\$4,500.00
15" RCP Storm Drain	31	LF	\$60.00	\$1,860.00
60" Endwall	2	Each	\$5,800.00	\$11,600.00
60" RCP Storm Drain	1644	LF	\$293.00	\$481,692.00
8x8 SD Box	1	Each	\$12,500.00	\$12,500.00
96" SDMH	3	Each	\$12,500.00	\$37,500.00
Concrete Collar	4	Each	\$750.00	\$3,000.00
Dewatering	1	LS	\$35,000.00	\$35,000.00
CONSTRUCTION MANAGEMENT/MISC.				
As Builts	1	Each	\$1,000.00	\$1,000.00
Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00
Subdivision Monument	2	Each	\$450.00	\$900.00
4" Conduit	890	LF	\$4.00	\$3,560.00
6" Conduit	890	LF	\$6.00	\$5,340.00
LANDSCAPING				
Trees	20	Each	\$700.00	\$14,000.00
Topsoil, & Sod	5755	SF	\$1.85	\$10,646.75

Improvement Completion Assurance of Minimum Standard (1) **\$571,476.75**



ESP Excavation, Inc
PO Box 1090
American Fork, Utah 84003

JOB ESTIMATE

Office: 801-756-7709 Fax: 801-756-1721

E-mail: AR@espexcavation.com

Customer / Address

Roderick Enterprises
1214 East Vine Street
Salt Lake City, Utah 84121

Date	9/1/2020	Estimate #	11275_Rev1
Job Name:	1700 S Improvements		
Job #:	RE1700S		
Job Location:	1700 South 500 East Am. Fork		
Terms	10th of the month		

JOB DESCRIPTION	Qty	Cost	Total
Install 6" watermain LF. for fire hydrant.	18	45.00	810.00
Install fire hydrant. EA	1	3,750.00	3,750.00
Install 8" watermain LF (Total 585 ft. @ \$45 LF split @ \$22.50 LF)	585	22.50	13,162.50
Install 8" tees EA	1	1,000.00	1,000.00
Install concrete collars EA	1	350.00	350.00
Install concrete collars EA (Total 2 @ \$350 ea, split @ 175.00 ea.)	2	175.00	350.00
Install 8" plug with blow off EA	1	1,500.00	1,500.00
Install 8" PI main LF (Total 1203 LF @ \$25LF, split @ \$12.50 LF.)	1,203	12.50	15,037.50
Install 6" valves EA	1	2,000.00	2,000.00
Install 8" valves EA (Total 3 @ \$2k ea, split @ 1k ea.)	3	1,000.00	3,000.00
Install 8" cap EA	1	500.00	500.00
Install 2'x3' catch basin EA	3	2,500.00	7,500.00
Install 15" RCP LF	31	60.00	1,860.00
Install concrete collars EA. (Total 3 @ \$750, split @ \$375 ea)	3	375.00	1,125.00
Subgrade roads SF	23,351	1.00	23,351.00
Install 12" sub base SF	23,351	1.10	25,686.10
Install 8" road base SF	19,895	1.00	19,895.00
Install 4.5" asphalt SF	19,895	2.20	43,769.00
Base and grade for curb and gutter LF	1,152	4.00	4,608.00
Install curb and gutter LF	1,152	18.50	21,312.00
Curb box tie ins EA	3	350.00	1,050.00
Sales Tax		7.25%	0.00

Estimated by Stephen W. Phelon

Total

\$191,616.10

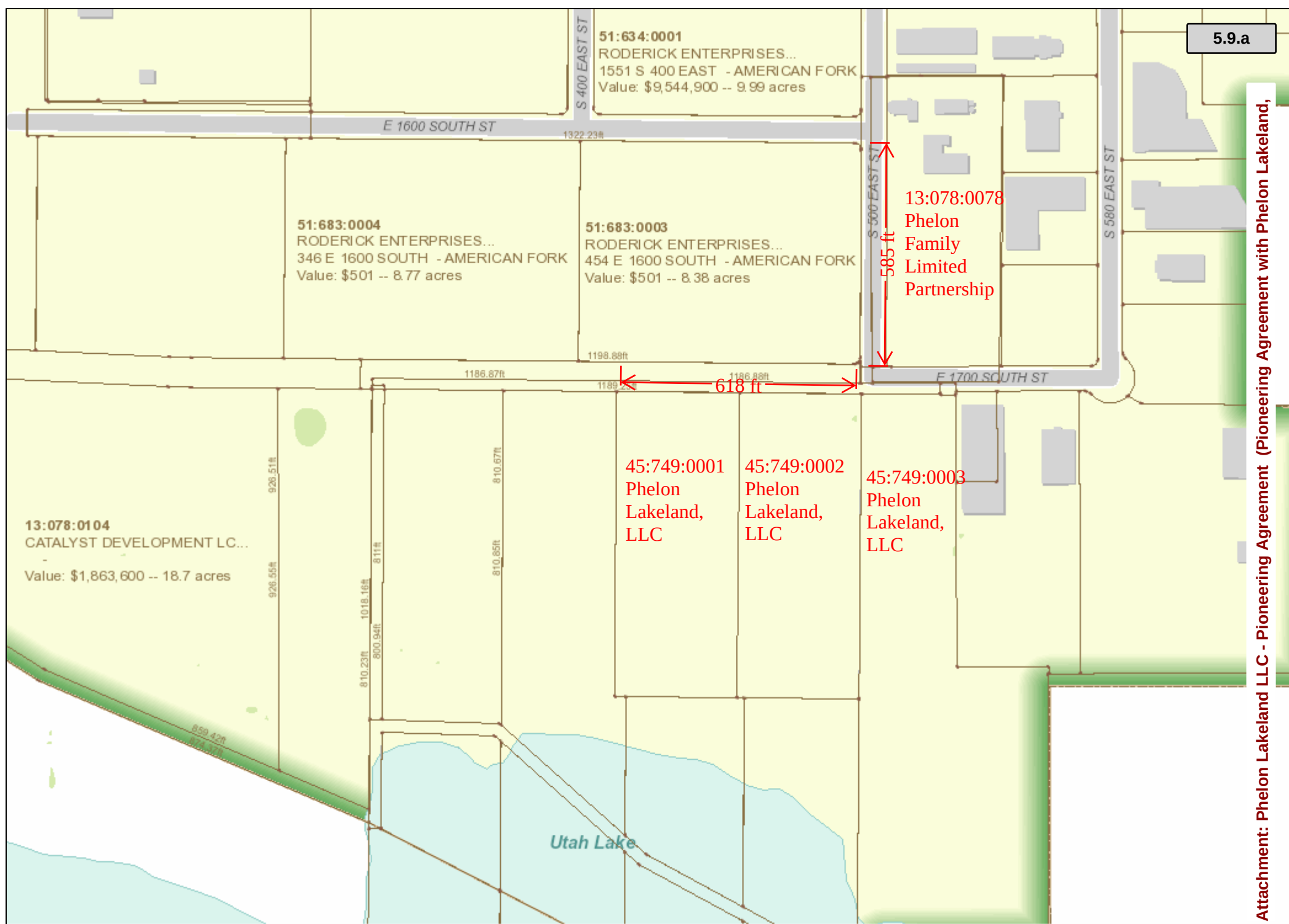
*NOTE: This bid does not include compaction testing, city fees, permits, engineering, surveying, or staking. Any item not called out in this bid is not included. This is a per unit price bid and will be billed by actual footage, or unit. This estimate is for completing the job as described above. It is based on our evaluation and does not include additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Due to fluctuation in prices of asphalt, concrete, pipe materials, and fuel, the cost may raise, this bid is figured with cost of those items today any cost difference will be passed on to developer. Remedy costs due to conflicts with existing utilities will be charged to developer. If new water main, sewer main, pi, or storm drain run parallel to high pressure gas, fiber optic cable, or other existing utility closer than 3', it will be an extra \$5.00 per LF to install.

By signing below I agree to pay all amount(s) owed within 30 days of when such amount(s) are incurred. I agree that it is and shall remain my responsibility to pay all amounts owing as set forth herein. I agree that interest will accrue on all past-due amounts at the rate of 18% per annum (1.5% per month) until paid in full. In the event any amount(s) is/are referred to a third party debt collection agency, I agree that in addition to any other amount(s) allowed for by law, (such as interest, court costs, reasonable attorney's fees, etc.) I will also be responsible for a collection fee of up to 40% of the principle amount(s) owing as allowed by Utah Code Annotated, sec. 12-1-11. The terms of this paragraph shall apply to all amount(s) incurred by me or by any individual for whom I have legal responsibility whether such amount(s) are incurred today or after today.

I agree to the terms set forth in this estimate and desire ESP Excavation, Inc. to perform said work.
Signature

Date

Exhibit “C”



5.9.a

Attachment: Phelon Lakeland LLC - Pioneering Agreement (Pioneering Agreement with Phelon Lakeland,



Benefited Properties – Legal Description**45:749:0001**

LOT 1, PLAT A, LAKELAND INDUSTRIAL PARK SUB AREA 5.063 AC.

45:749:0002

LOT 2, PLAT A, LAKELAND INDUSTRIAL PARK SUB AREA 5.029 AC.

45:749:0003

LOT 3, PLAT A, LAKELAND INDUSTRIAL PARK SUB AREA 10.527 AC.

13:078:0078

COM S 711.41 FT & W 869.12 FT FR N 1/4 COR. SEC. 36, T5S, R1E, SLB&M.; S 89 DEG 56' 28" E 82.57 FT; N 89 DEG 56' 29" E 198.3 FT; S 0 DEG 51' 22" W 742.59 FT; N 89 DEG 49' 54" W 308.13 FT; N 0 DEG 51' 22" E 36.13 FT; E 48.35 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 48' 53" W 21.28 FT, RADIUS = 15 FT); N 0 DEG 22' 14" E 690.68 FT TO BEG. AREA 4.756 AC.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
NOVEMBER 23, 2021**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Section 17.5.133 of the American Fork City Municipal Code entitled "Off-Street Parking Standards".

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The City Council and Planning Commission discussed varying approaches to parking for multiple family residential projects at the September 7th joint work session. They requested staff propose alternatives and staff came back with two options. The Planning Commission recommended approval of both options on October 6th however it was discovered the code needed to clearly state this only applied in the CC-1 zone. This went back before the Planning Commission on November 17th and was approved unanimously.

The minutes from the October 6th meeting have been attached.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance approving amendments to Section 17.5.133 of the city code entitled "Off-street Parking Standards".

SUPPORTING DOCUMENTS

11-23-2021 - Section 17.5.133(D) code update - ordinance (PDF)

11-23-2021 - Section 17.5.133(D) - Staff report (PDF)

11-23-21 - Section 17.5.133 - October 6 2021 PC Minutes (PDF)

**AN ORDINANCE AMENDING SUBSECTION 17.5.133(D) AND ADOPTING
SUBSECTION 17.5.133(F) OF THE AMERICAN FORK CITY CODE RELATED TO
OFF STREET PARKING STANDARDS AND PROVIDING FOR THE ADOPTION AND
ENFORCEMENT OF THE AMENDMENT.**

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

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

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the city code relating to the off-street parking standards.

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

**PART I
TEXT OF ORDINANCE**

Section 1. Section 17.5.133(D) shall be amended as follows:

D. Adjustments permitted.

1. The planning commission may recommend to the city council an increase or decrease to the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.

2. After receiving a recommendation (positive or negative) from planning commission regarding the number of off-street parking spaces, the city council shall have the authority to increase or decrease the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.

Section 2. Section 17.5.133(F) shall read as follows:

F. Exception to off-street parking standard in the CC-1 Zone, excluding the Downtown Area. Notwithstanding the provisions of subsections C and E of this section, additional off-street parking spaces will be required as a condition of approval for any new construction, reconstruction of an existing building, or incidental expansion of any building in the CC-1 zone subject to either one of the following criteria:

1. Residential uses: Either of the following off-street parking calculations may be requested by the applicant and may be approved by the city council.
 - a. Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. However, if any of the conditions found in Table A of this subsection apply, the City Council may, after review and recommendation (positive or negative) from the Planning Commission, decrease the required number of off-street parking spaces as shown. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement drop below 1.75 spaces per dwelling unit.

Table A

Condition	Parking Reduction Per Dwelling Unit
Bike Room ¹	0.05
Grocery Store ²	0.10
Off-Site Parking ³	0.15
Transit ⁴	0.15
Public ⁵ Agency/HUD	Up to 0.15

Definitions:

¹ - Bike Room: A secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit shall be located within the structure. In the event of a multi-structure project each building shall have a secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit in the building. The applicant can opt to either (1) show how the required number of bicycles is accommodated in the room or (2) provide a minimum of 40 square feet per bicycle in the room.

² – Grocery Store: The location of the grocery store shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

³ – Off-Site Parking: Additional public or shared parking shall be located less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project. Parking equivalent to the 0.15 space per dwelling unit reduction shall be secured via agreement with the property owner and recorded. A parking study shall accommodate the agreement so that it can be ensured that the parking facility will not be overallocated.

⁴ – Transit: The location of the high-capacity transit line (light rail, “Trax”, heavy rail, “FrontRunner”, streetcar, high-capacity Bus Rapid Transit, “BRT”) shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

⁵ - Public Agency/HUD: Projects that are owned and operated by a public agency or have received a subsidy by HUD or other public agency may be eligible for a reduction of up to 0.15 stalls per unit upon a study that a reduction is warranted.

- b. Parking shall be required per unit size as depicted in Table B of this subsection, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement including visitor parking drop below 1.75 spaces per dwelling unit.

Table B

Unit Size	Parking Requirement Per Unit (Add 0.25 for visitor parking per unit to derive the aggregated requirement.)
0-350 square feet	1.50
351-600 square feet	1.75
Above 600 square feet	2.00

PART II

SECTION 1 – Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution or part thereof, the more stringent shall prevail.

SECTION 2 – Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

SECTION 3 – Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED, by the American Fork City Council this day of _____, 2021.

MAYOR:

BRADLEY J. FROST

ATTEST:

TERILYN LURKER, CITY RECORDER

Hearing, review and action on amendments to Section 17.5.133 of the American Fork City Municipal Code entitled “Off-Street Parking Standards”

The American Fork City Council and Planning Commission discussed varying approaches to parking for multiple family residential projects during their September 7th, 2021, joint work session and requested of staff to propose alternative ways to handle this situation.

UPDATE: Planning Commission recommended approval of both options on October 6, 2021. However, to more clearly identify that the proposed parking standards only apply in the CC-1 zone, it is recommended the planning commission adopt amended language set for in the proposed amendment to Section 17.5.133.

Potential Motions

APPROVAL

Mr. Chairman, I move that we recommend approval of the proposed amendment to Section 17.5.133:

DENIAL

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

TABLE

Mr. Chairman, I move that we table action on the proposed amendment and instruct staff to

APPROVED MINUTES

3. Hearing, review and action on amendments to Section 17.5.133 of the American Fork City Municipal Code entitled "Off-Street Parking Standards"

Mr. Knobloch explained that this item was discussed in a joint work session with the city council recently. As part of the session, a couple of options dealing with off-street parking were fleshed out. This is largely a result of the applicant requesting a sizable reduction in required parking. At the end of the session a request was made to present two options that would reduce the required numbers of parking stalls.

The first option is to add something to the ordinance to allow the applicant to get parking stall credit for items intended to reduce the need for a vehicle, i.e. a bike room, nearby grocery store, etc. The numbers of required visitor parking will not be affected. This option has a provision that involves the city council by giving it the authority to decrease the required parking numbers. The planning commission also has a say because a positive recommendation from the commission is required before it can go to the city council.

The second approach is simpler as it bases parking requirements upon the size of the unit. Everything larger than 600 square feet will be subject to the normal parking requirements. The second option does not require anything from city council, it is clear to the developer what the size requirements are. This option is easily enforceable and clear.

Ms. Anderson asked what the role of the commission is regarding this item – may the commission make changes or just approve/deny what is before us?

Mr. Knobloch replied that he believes the commission may make changes, since the discussion is regarding something that is city-initiated and not a private developer's proposal.

Mr. Frandsen asked what would happen to a proposal for reduced parking under the first option if the planning commission does not give a positive recommendation.

Mr. Knobloch believes that the city council would not be able to consider the matter, but he's not 100 percent sure.

Ms. Peay said that in her opinion, option 2 is one-size-fits-all, she thinks the first option might fit different situations differently and give more flexibility. She is open to the possibility of even bringing the requirement down to 1.5 or 1.6 stalls per unit.

Mr. Knobloch added that in the work session the car-share discussion seemed to conclude that it's hard for the city to have follow-thru if the car-share service were to go away. It will be very hard to enforce.

APPROVED MINUTES

Ms. Anderson felt that if she was understanding it correctly, the first option was more limited to the site. It seemed more cut and dry, and won't be going away. Mr. Knobloch concurred.

Ms. Peay asked how senior housing units would be affected by these proposals.

Mr. Knobloch answered that they would probably fall under the Public Agency/HUD item that would qualify for reduced parking. Senior housing is usually run by the Housing Authority of Utah county. If it is run by another entity, that entity usually enforces the requirements.

Mr. Brocious said that he liked option 2 as it is more enforceable and fits multiple zoning and density situations. He asked how staff came up with the numbers in this option.

Mr. Knobloch replied that the numbers are based on a memo from Hales Engineering. They are not specific to American Fork but give an idea of what some of the numbers might be.

Ms. Anderson pointed out that in the Hale study they called some areas "transit-adjacent." She likes the ultimate goal of decreasing parking but feels that it is a little premature to do it right now since we are still a little too car-dependent. She can see the benefit to both options and can see why a developer would like one or the other. She wondered if there has to be a choice or can we offer both. The first option incentivizes a lot of good things we would want to encourage anyway while the second is more cut and dry. Different developments will have different goals. If it makes it so a developer can be more creative and free to reach the goals in their own way, she thinks it is a good idea to offer both. The developer would choose which option they wanted.

Mr. Knobloch said that a developer might like option 2 if they have fewer units as it would achieve the smaller ratio with less trouble.

Ms. Anderson can see that in certain areas of town, option 1 would be difficult to attain. If she was a developer she would want another way to decrease parking.

Mr. Frandsen agreed that offering both is the way to go. This would meet the needs of diverse circumstances. Option 1 offers multiple positive improvements that promote progress, while option 2 is clear and easily understood.

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Frandsen moved to recommend approval of the following proposed amendments:

(1) Which adds eligibility criteria for parking reductions

And

APPROVED MINUTES

(2) Which adds unit-size-based parking requirements**Ms. Peay seconded the motion. Voting was as follows:**

Vice-Chair Anderson	Aye
Bruce Frandsen	Aye
Rod Brocious	Aye
Jenny Peay	Aye

The motion passed.**4. Review and action on a site plan for the Pyne Accessory Structure located at 64 South 850 East in the R3-7,500 zone**

Mr. Knobloch informed commissioners that the applicant requests approval of a site plan for a 1477 square foot accessory structure located south of the home at 64 South 850 East. The lot is located on a cul-de-sac with newer single-family homes bordered by townhomes to the west and an undeveloped parcel to the south. The structure will be constructed of materials compatible with existing development. The Development Code stipulates in Section 17.5.105 that an accessory structure consisting of 1,000 square feet or greater requires approval by the Planning Commission.

Mr. Hunter said that applicant won't be adding any new infrastructure or utilities to the building right now. They are maintaining drainage onsite and there are no engineering concerns.

Mr. Trevor Pyne, applicant, stated that he plans to build a detached garage with an addition onto the house, all utilities will be tied in at the house.

Mr. Brocious moved to approve the site plan for the accessory structure with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering Report.

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

Vice-Chair Anderson	Aye
Bruce Frandsen	Aye
Rod Brocious	Aye
Jenny Peay	Aye

The motion passed.