AMERICAN FORK CITY COUNCIL
APRIL 12, 2022
REGULAR SESSION AGENDA

Notice of Electronic Meeting
One or more City Council members may be physically absent from this meeting but may participate electronically.

The American Fork City Council will meet in a regular session on Tuesday, April 12, 2022, 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 Taylor; roll call.
2. Presentation of an EMS award to the Fire/Rescue 51 C Platoon from the Timpanogos Hospital.
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 March 1, 2022, work session minutes.
2. Approval of the authorization to issue a Notice of Acceptance for the AF CROSSINGS PLAT B construction of public improvements located at 900 West 1100 South.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of $ 27,010.30 and issue a Notice of Acceptance for the ALVERA AT THE MEADOWS construction of public improvements located at 697 Pacific Drive.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of $10,300.00 and issue a Notice of Acceptance for the DAVIES DENTAL OFFICE construction of public improvements located at 290 North 300 East.
5. Ratification of city payments (March 23, 2022, to April 5, 2022) and approval of purchase requests over $50,000.

ACTION ITEMS

1. Review and action on the water banking agreement for surface water shares with Layne Downs for 23.10 acre-feet of water.
2. Review and action on a resolution accepting the Harbor Road Plat E petition for annexation consisting of approximately 91.2 acres and located in the area of 500 West 1100 South.
3. Review and action on acceptance of a grant from the US Department of Homeland Security for the Assistance to Firefighters Grant in the amount of $247,818.18.
4. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation;

and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.

a. Review and action on an ordinance approving a district framework plan for Meadowbrook, located in the area of 500 South 800 West, located in the Transit Oriented Development (TOD) zone.
b. Review and action on approval of an amended final plat for Edgewater Townhomes at American Fork Plat 1A located in the area of 300 South 1160 West, in the TOD zone.
c. Review and action on approval of an amended final plat for Edgewater Townhomes at American Fork Plat 2A located in the area of 300 South 1160 West, in the TOD zone.
d. Review and action on approval of an amended final plat for Edgewater Townhomes at American Fork Plat 3A located in the area of 300 South 1160 West, in the TOD zone.
e. Review and action on approval of a final plat for Timp Hollow Plat E located in the area of 1190 East 1000 North, in the R1-12,000 residential zone.

5. Discussion on the Transit Oriented Development code.
6. Adjournment.

Dated this 7th day of April 2022.

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
APRIL 12, 2022

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

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to issue a Notice of Acceptance for the AF CROSSINGS PLAT B construction of public improvements located at 900 West 1100 South.

SUMMARY RECOMMENDATION 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 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 AF CROSSINGS PLAT B public improvements located at 900 West 1100 South. 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

AF Crossings Plat B Bond Release Request-Final (PDF)
Notice of Acceptance Only - No Bond Release (PDF)
Notice of Completion-AF Crossings Plat B (PDF)

BOND RELEASE REQUEST

Development Name: AF CROSSINGS B

Development Address: 900 W. 1000 S.

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

☐ Partial Improvement Assurance Release ☒ Final Improvement Assurance Release ☐ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Hold Surety bond thru durability					
			Total	Ø	

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

Please send check/bank letter to:

Name: _____

Bank (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: 3-16-22

City Official Use Only

☒ Fees paid and current

Administrative Signature: Rise Halvorsen Date: 3-16-22

Inspector Signature: _____ Date: 3-16-22

Attachment: AF Crossings Plat B Bond Release Request-Final (Final Acceptance Only- AF CROSSINGS PLAT B)

NOTICE OF ACCEPTANCE OF IMPROVEMENTS

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the acceptance of public improvements for AF CROSSINGS PLAT B pursuant to the terms of Section 17.9.100 and 17.9.304 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

Amount Released: $ 0.00

PASSED THIS 12 DAY OF APRIL, 2022.

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Notice of Acceptance Only - No Bond Release (Final Acceptance Only- AF CROSSINGS PLAT B)

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: AF CROSSINGS B

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, MIKE DEMKE @ RED PINE CONSTRUCTION, the owner, developer, and authorized representative of AF CROSSINGS B 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: AF CROSSINGS B

Address: 700 W. 1000 S.

Requested Amount: Ø

Owner/Developer

3-16-22
Date

Attachment: Notice of Completion-AF Crossings Plat B (Final Acceptance Only- AF CROSSINGS PLAT B)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

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 $ 27,010.30 and issue a Notice of Acceptance for the ALVERA AT THE MEADOWS construction of public improvements located at 697 Pacific 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 ALVERA AT THE MEADOWS public improvements located at _697 Pacific Drive. 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

Alvera at The Meadows - Performance Guarantee (XLSX)
Alvera Bond Release Request(PDF)
Alvera Notice of Completion (PDF)
Alvera Notice of Acceptance (PDF)

Name of Development: ALVERA APARTMENTS

Date		Date		Date		Date		Date		Date		
8/8/2020	1. Partial	4/12/2022	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	Balance
	MASS EARTHWORK																	
	Grading, roadway rough	3500	SF	$0.24	$840.00		$0.00	3500	$840.00		$0.00		$0.00		$0.00		$0.00	$0.00
	SEWER																	
	Connect to existing manhole with coredrill	1	Each	$1,440.13	$1,440.13	1	$1,440.13		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Connect to existing with nose-on	2	Each	$1,136.07	$2,272.14	2	$2,272.14		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	4' lateral	1	Each	$5,622.26	$5,622.26	1	$5,622.26		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	6" lateral	2	Each	$5,577.83	$11,155.66	2	$11,155.66		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Collars for manholes	1	Each	$550.00	$550.00	0	$0.00	1	$550.00		$0.00		$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 & SECONDARY WATER																	
	Connection, hot tap	4	Each	$4,371.22	$17,484.88	4	$17,484.88		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	4" C900 PVC pipe	125	LF	$21.58	$2,697.50	125	$2,697.50		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	4" gate valve	2	Each	$1,098.06	$2,196.12	2	$2,196.12		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	6" C900 PVC pipe	150	LF	$25.71	$3,856.50	150	$3,856.50		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	6" bend	2	Each	$424.36	$848.72	2	$848.72		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	6" gate valve	6	Each	$1,233.26	$7,399.56	6	$7,399.56		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	6" plug	1	Each	$352.13	$352.13	1	$352.13		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	8" C900 PVC pipe	1100	LF	$29.40	$32,340.00	1100	$32,340.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	8" tee	11	Each	$1,286.27	$14,148.97	11	$14,148.97		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	8" bend	5	Each	$586.13	$2,930.65	5	$2,930.65		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	8" gate valve	5	Each	$1,638.87	$8,194.35	5	$8,194.35		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	8" reducer	1	Each	$936.86	$936.86	1	$936.86		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	10" tee	1	Each	$1,477.23	$1,477.23	1	$1,477.23		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Fire hydrant	6	Each	$4,556.67	$27,340.02	6	$27,340.02		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Relocate fire hydrant	1	Each	$3,495.63	$3,495.63	1	$3,495.63		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	1.25" culinary water service (valve & vault)	1	Each	$1,667.36	$1,667.36	1	$1,667.36		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	2" irrigation water service (valve & vault)	1	Each	$6,123.56	$6,123.56	1	$6,123.56		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Water service kill in Pacific Drive	1	Each	$956.23	$956.23	0	$0.00	1	$956.23		$0.00		$0.00		$0.00		$0.00	$0.00
	4" culinary water service (valve & vault)	2	Each	$16,264.36	$32,528.72	2	$32,528.72		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Collars for valves	20	Each	$350.00	$7,000.00	0	$0.00	20	$7,000.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	STREETS																	
	Remove and dispose concrete curb and gutter	350	LF	$9.31	$3,258.50	350	$3,258.50		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Remove and replace asphalt	3000	SF	$7.48	$22,440.00	3000	$22,440.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Finish grade for paving	3500	SF	$0.24	$840.00	3500	$840.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Curb & gutter prep	275	LF	$3.36	$924.00	275	$924.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Sidewalk prep	1440	SF	$1.10	$1,584.00	1440	$1,584.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Sidewalk	1440	SF	$3.38	$4,867.20	720	$2,433.60	720	$2,433.60		$0.00		$0.00		$0.00		$0.00	$0.00
	Waterway prep	250	SF	$9.36	$2,340.00	250	$2,340.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Curb & gutter, 30" high back	275	LF	$23.92	$6,578.00	275	$6,578.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Waterway, 48"	250	SF	$37.44	$9,360.00	250	$9,360.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	ADA truncated dome panel	3	Each	$988.02	$2,964.06		$0.00	3	$2,964.06		$0.00		$0.00		$0.00		$0.00	$0.00
	Paving prep	3500	SF	$0.70	$2,450.00	3500	$2,450.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Asphalt paving, 3"	3500	SF	$1.30	$4,550.00	3500	$4,550.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	30" x30" pedestrian crossing sign	4	Each	$54.20	$216.80	0	$0.00	4	$216.80		$0.00		$0.00		$0.00		$0.00	$0.00
	24"x12" "Ahead" sign	2	Each	$19.60	$39.20		$0.00	2	$39.20		$0.00		$0.00		$0.00		$0.00	$0.00
	24"x12" crossing arrow sign	2	Each	$19.60	$39.20		$0.00	2	$39.20		$0.00		$0.00		$0.00		$0.00	$0.00
	30"x30" Stop sign	3	Each	$56.25	$168.75		$0.00	3	$168.75		$0.00		$0.00		$0.00		$0.00	$0.00
	2"x12' square post	4	Each	$37.76	$151.04		$0.00	4	$151.04		$0.00		$0.00		$0.00		$0.00	$0.00
	2"x10' square post	3	Each	$28.04	$84.12		$0.00	3	$84.12		$0.00		$0.00		$0.00		$0.00	$0.00
	2.25"x30" square anchors	7	Each	$15.22	$106.54		$0.00	7	$106.54		$0.00		$0.00		$0.00		$0.00	$0.00
	Corner bolt with flared washer nut	7	Each	$1.38	$9.66		$0.00	7	$9.66		$0.00		$0.00		$0.00		$0.00	$0.00
	Jumbo head drive rivet	22	Each	$0.86	$18.92		$0.00	22	$18.92		$0.00		$0.00		$0.00		$0.00	$0.00
	Anchor post	7	Each	$99.00	$693.00		$0.00	7	$693.00		$0.00		$0.00		$0.00		$0.00	$0.00
	30"x30" pedestrian crossing symbol sign	2	Each	$54.20	$108.40		$0.00	2	$108.40		$0.00		$0.00		$0.00		$0.00	$0.00
	24"x12" crosswalk arrow sign	2	Each	$19.60	$39.20		$0.00	2	$39.20		$0.00		$0.00		$0.00		$0.00	$0.00

Attachment: Alvera at The Meadows - Performance Guarantee (Final Bond Release- ALVERA AT THE MEADOWS)

Name of Development: ALVERA APARTMENTS

Date		Date		Date		Date		Date		Date		
8/8/2020	1. Partial	4/12/2022	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	Balance
	Large sign clamp assembly	8	Each	$6.57	$52.56		$0.00	8	$52.56		$0.00		$0.00		$0.00		$0.00	$0.00
	12'x2.875 BWG 10 post	2	Each	$118.28	$236.56		$0.00	2	$236.56		$0.00		$0.00		$0.00		$0.00	$0.00
	Slip base ground stub, 36"	2	Each	$104.04	$208.08		$0.00	2	$208.08		$0.00		$0.00		$0.00		$0.00	$0.00
	Bolt type casting assembly	2	Each	$82.73	$165.46		$0.00	2	$165.46		$0.00		$0.00		$0.00		$0.00	$0.00
	Solar panel, battery and wireless radio, RRFB control box	2	Each	$2,495.56	$4,991.12		$0.00	2	$4,991.12		$0.00		$0.00		$0.00		$0.00	$0.00
	RRFB XL LED array	2	Each	$557.50	$1,115.00		$0.00	2	$1,115.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Push button ADA series with plate	2	Each	$184.00	$368.00		$0.00	2	$368.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Slip base anchor system installation	2	Each	$230.00	$460.00		$0.00	2	$460.00		$0.00		$0.00		$0.00		$0.00	$0.00
	RRFB system setup	2	Each	$250.00	$500.00		$0.00	2	$500.00		$0.00		$0.00		$0.00		$0.00	$0.00
	STORM DRAINAGE																	
	Connection, core drill to existing	5	Each	$1,384.80	$6,924.00	4	$5,539.20	1	$1,384.80		$0.00		$0.00		$0.00		$0.00	$0.00
	CONSTRUCTION MANAGEMENT/MISC.																	
	As Builts Mylar & Disks	1	Each	$250.00	$250.00		$0.00	1	$250.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Testing, Cleaning, Inspections	1	LS	$1,700.00	$1,700.00		$0.00	1	$1,700.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$275,816.55		$248,806.25		$27,010.30		$0.00		$0.00		$0.00		$0.00	**$0.00** Available for Release

10% Durability - retained at ICG release $27,581.66

$27,581.66 Durability Period

ICG Amount **$303,398.21**

Attachment: Alvera at The Meadows - Performance Guarantee (Final Bond Release- ALVERA AT THE MEADOWS)

BOND RELEASE REQUEST

Development Name: Alvera

Development Address: _____

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

☐ Partial Improvement Assurance Release ☒ Final Improvement Assurance Release ☐ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
			Total	27,010.30	

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

Please send check/bank letter to:

Name: Garbett Management

Bank (if applicable): _____

Address: 273 N. East Capitol Street

City: SaltLakeCity **State:** Utah **Zip:** 84103

Phone: 801-456-2474 **Email:** Kelly@garbetthomes.com

Signature: [signature] **Date:** 3-21-2022

City Official Use Only

☒ Fees paid and current

Administrative Signature: [signature] **Date:** 3/21/22

Inspector Signature: [signature] **Date:** 3-21-22

Attachment: Alvera Bond Release Request (Final Bond Release- ALVERA AT THE MEADOWS)

AMERICAN FORK

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: Bond Release

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, Kelly Hendricks, the owner, developer, and authorized representative of Alvera 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: Alvera

Address: 697 Pacific Drive

Requested Amount: $27,010.30

Kelly Hendricks Rep.
Owner/Developer

3-21-2022
Date

Attachment: Alvera Notice of Completion (Final Bond Release- ALVERA AT THE MEADOWS)

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 ALVERA AT THE MEADOWS 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, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. 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: $ 27,010.30

PASSED THIS _12 _DAY OF_____APRIL_____, __2022___.

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Alvera Notice of Acceptance (Final Bond Release- ALVERA AT THE MEADOWS)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

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 $10,300.00 and issue a Notice of Acceptance for the DAVIES DENTAL OFFICE construction of public improvements located at 290 North 300 East.

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 DAVIES DENTAL OFFICE public improvements located at 291 North 300 East. 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

Davies Dental - Bond (XLSX)
Notice of Completion-Davies Dental (PDF)
Notice of Acceptance-Davies Dental (PDF)

Name of Development: Davies Dental Office

Date		Date		Date		Date		Date		Date		
4/12/2022	Final Release											

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	SEWER																	
	4" sewer lateral with asphalt patch	1	Each	$3,000.00	$3,000.00	1	$3,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	CULINARY WATER																	
	1" Service lateral & meter with asphalt patch	2	Each	$2,000.00	$4,000.00	2	$4,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	PRESSURIZED IRRIGATION																	
	PI meter can	2	Each	$750.00	$1,500.00	2	$1,500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	STREETS																	
	4' wide sidewalk (6" thick)	100	SF	$8.00	$800.00	100	$800.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	CONSTRUCTION MANAGEMENT/MISC.																	
	As Builts	1	Each	$500.00	$500.00	1	$500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Testing, Cleaning, Inspections	1	LS	$500.00	$500.00	1	$500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00
	Improvement Completion Assurance				$10,300.00		$10,300.00		$0.00		$0.00		$0.00		$0.00		$0.00	**$0.00** Available for Release
	Improvement Warranty				$1,030.00													$1,030.00 Durability Period
	Total Bond				**$11,330.00**													

Recording Fees			
Plat (Base)	1	$50.00	$ 50.00
Plus Per Lot	1	$2.00	$ 2.00
		Subtotal	$ 52.00

Total Bond & Fees **$11,382.00**

Attachment: Davies Dental - Bond Release- DAVIES DENTAL OFFICE (Final Bond Release- DAVIES DENTAL OFFICE)

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: Davies Dental

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, Kendell Davies, the owner, developer, and authorized representative of Davies Dental 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: Davies Dental

Address: 291 N. 300 E. American Fork, UT 84003

Requested Amount: $10,300.00

Owner/Developer

12.6.21
Date

Attachment: Notice of Completion-Davies Dental (Final Bond Release- DAVIES DENTAL OFFICE)

BOND RELEASE REQUEST

Development Name: Davies Dental

Development Address: 291 N. 300 E. American Fork UT 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)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Bond	1	1	$11,330.00	$11,330.00	
			Total	$11,330.00	

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

Please send check/bank letter to:

Name: Kendell Davies

Bank (if applicable):

Address: 291 N. 300 E.

City: American Fork State: UT Zip: 84003

Phone: 801-471-6351 Email: KendellT@hotmail.com

Signature: Date: 12.6.21

City Official Use Only

☐ Fees paid and current

Administrative Signature: Date:

Inspector Signature: Date:

Attachment: Notice of Completion-Davies Dental (Final Bond Release- DAVIES DENTAL OFFICE)

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 DAVIES DENTAL OFFICE. 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, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. 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: $ 10,300

PASSED THIS _12 _DAY OF_____APRIL_____, __2022___.

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Notice of Acceptance-Davies Dental (Final Bond Release- DAVIES DENTAL OFFICE)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

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

AGENDA ITEM Review and action on the Water Banking Agreement for surface water shares with Layne Downs for 23.10 acre-feet of water.

SUMMARY RECOMMENDATION The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 23.10 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 surface water shares with Layne Downs for 23.10 acre-feet of water.

SUPPORTING DOCUMENTS

Layne Downs - Water Banking Agreement for Water Shares 2022.04.12 (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares ("**Agreement**") is entered into as of the 12th day of April 2022 ("**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. 61 ("**Water Share**") representing 8.25 shares in Mitchell Springs Irrigation Company equivalent to 23.10 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 23.10 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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2022.04.12 (Water Banking Agreement for Water Shares with Layne

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.

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2022.04.12 (Water Banking Agreement for Water Shares with Layne

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.

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2022.04.12 (Water Banking Agreement for Water Shares with Layne

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

_____ Attest: _____

Bradley J. Frost, Mayor 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 _____, 2022, 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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2022.04.12 (Water Banking Agreement for Water Shares with Layne

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 April 12, 2022.

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

Attachment: Layne Downs - Water Banking Agreement for Water Shares 2022.04.12 (Water Banking Agreement for Water Shares with Layne

Approved as to form by City's attorney 6/9/2018

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

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

AGENDA ITEM Review and action on a resolution accepting the Harbor Road Plat E petition for annexation consisting of approximately 91.2 acres and located in the area of 500 West 1100 South.

SUMMARY RECOMMENDATION
Staff would recommend acceptance of the petition for annexation.

BACKGROUND
In March, American Fork City received a Notice of Intent to File an Annexation Petition from Meadowbrook Properties and PHI Properties known as the Harbor Road Plat E Annexation. This property consists of approximately 91.2 acres and is located in the area of 500 West and 1100 South. Acceptance of this petition will start allow the city and applicant to move forward in the annexation process. If accepted, the City Recorder will certify the petition and provide a notice of certification, which will start the 30-day protest period. After the protest period, the council can then hold a public hearing and the City Council can then choose to adopt an Ordinance of Annexation.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to adopt the resolution accepting the petition for annexation of the Harbor Road Plat E Annexation consisting of approximately 91.2 acres and located in the area of 500 West and 1100 South.

SUPPORTING DOCUMENTS

04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (PDF)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION TO ANNEX APPROXIMATELY 91.2 ACRES LOCATED AT APPROXIMATELY 500 WEST 1100 SOUTH KNOWNS AS THE HARBOR ROAD ANNEXATION PLAT E FROM MEADOWBROOK PROPERTIES, LP, AND PHI PROPERTIES, INC., OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on March 28, 2022, the owners of certain real property, Meadowbrook Properties, LP, and PHI Properties, Inc. filed a petition with the city recorder requesting that property located at approximately 500 West 1100 South be annexed into the corporate boundaries of American Fork City; and

WHEREAS, the petitioners indicate that said property proposed for annexation lies contiguous to the present boundaries of American Fork City and the petitioners have caused an accurate plat or map of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat or map with the city recorder; and

WHEREAS, the area proposed for annexation is within the proposed annexing municipality's Annexation Policy Declaration Expansion Area; and

WHEREAS, said petition contains the signature of the owner of private real property that: 1) is located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; and covers 100% of the private land area within the area proposed for annexation, if the area is within an agriculture protection area created under Title 17, Chapter 41, Agriculture Protection Area; and 3) is equal in value to at least 1/3 of the value of all the private real property within the area proposed for annexation; and

WHEREAS, said petition appears to comply with requirements of Section 10-2-402 and Section 10-2-403, Utah Code Annotated, 1953 as amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH:

SECTION 1. American Fork City hereby acknowledges receipt of a written notice from the owners of real property requesting that their respective property be annexed into American Fork City in accordance with the terms of the State law relating to annexations (UCA 10-2-403). A copy of the request signed by the owners of the parcel requesting the annexation is set forth on Exhibit A.

Attachment: 04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (Harbor Road Plat E Annexation - Acceptance)

Further, a map showing the location of the parcels included within the proposed annexation area and the boundary description of the proposed annexation area is set forth on Exhibit B, which exhibits are attached hereto and by this reference made part of this Resolution.

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 91.2 acres of real property knowns as the Harbor Road Annexation Plat E as set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code §10-2-405(2).

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this 12th day of April, 2022.

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Terilyn Lurker, City Recorder

Attachment: 04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (Harbor Road Plat E Annexation - Acceptance)

Exhibit A

Petition for Annexation

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

Name of Annexation: Harbor Road Annexation Plat E

Approximate Location: 500 W 1100 S American Fork, UT 84003

Name: Meadowbrook Properties, L.P. Address: 13615 Grove Dr Alpine, UT 84004

Phone Number: [redacted] Email: rossw@pattersonconstruction.com

Signature: [signature] Tax ID #: 13:070:0026

Name: PHI Properties, Inc Address: 11038 Highland Blvd #100 Highland, UT 84003

Phone Number: [redacted] Email: rossw@pattersonconstruction.com

Signature: [signature] Tax ID #: 13:0064:0051

Name: PHI Properties, Inc Address: 11038 Highland Blvd #100 Highland, UT 84003

Phone Number: [redacted] Email: rossw@pattersonconstruction.com

Signature: [signature] Tax ID #: 13:071:0025

NOTICE:

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. if you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.**

(Attached additional sheets if needed)

Please note: a copy of this petition must be delivered to the Utah County Clerk the day this is submitted to the American Fork City Recorder

Attachment: 04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (Harbor Road Plat E Annexation - Acceptance)

CERTIFICATE OF AUTHORITY
PARTNERSHIP

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a general partner of the partnership (the "**Partnership**") described below; (b) is duly authorized to execute and deliver on behalf of the Partnership the attached "Petition for Annexation" (the "**Petition**"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Partnership.

Dated this 21st day of March, 2022.

Wayne Patterson, General Partner
(General Partner's Signature)

Wayne Patterson, Operating Manager of
(Print General Partner's Signature)
Meadowbrook Property Management, LLC
which is the general partner of
Meadowbrook Properties Limited Partnership
(Print Name of Partnership)

NOTICE:

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.**

Attachment: 04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (Harbor Road Plat E Annexation - Acceptance)

CERTIFICATE OF AUTHORITY
CORPORATION

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) an officer of the corporation (the "**Corporation**") described below; (b) is duly authorized to execute and deliver on behalf of the Corporation the attached "Petition for Annexation" (the "**Petition**"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Corporation.

Dated this 21st day of March, 2022.

(Officer's Signature)

James Patterson
(Print Officer's Signature)

Vice President
(Printer Officer's Title)

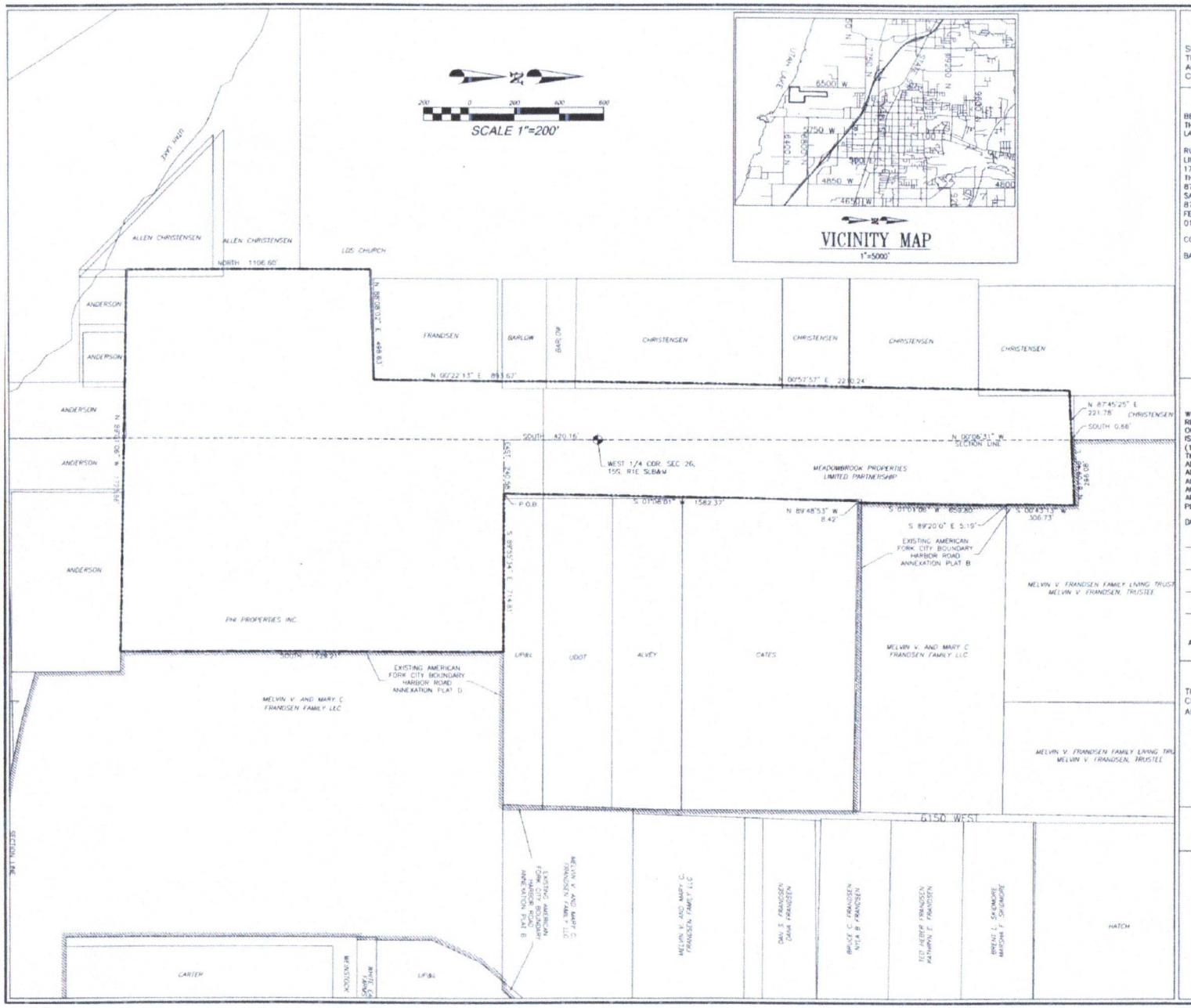
PHI Properties, Inc.
(Print Name of Corporation)

NOTICE:

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.**

Attachment: 04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (Harbor Road Plat E Annexation - Acceptance)

Exhibit B



SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 420.16 FEET AND EAST 240.58 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE S 89°55'34" E 714.81' FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS SOUTH 1729.21 FEET; THENCE N 89°01'06" W 1723.66 FEET; THENCE NORTH 1106.60 FEET; THENCE N 88°08'02" E 498.63 FEET; THENCE N 00°22'13" E 893.67 FEET; THENCE N 00°57'57" E 221.0.24 FEET; THENCE N 87°45'25" E 221.78 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING FIVE COURSES: (1) SOUTH 0.66 FEET, (2) N 87°09'40" E 296.08 FEET, (3) S 00°43'13" W 306.73 FEET, (4) S 89°20'00" E 5.19 FEET, (5) S 01°01'06" W 659.80 FEET; THENCE N 89°48'53" W 8.42 FEET; THENCE S 01°08'01" W 1582.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 91.14 ACRES.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

SURVEYOR

DATE

ACCEPTANCE OF LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED; AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE HARBOR ROAD ANNEXATION PLAT "E".

DATED THIS ____ DAY OF _____, 20____.

ATTEST: _____
RECORDER

UTAH COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. §17-23-20 AS AMENDED.

SURVEYOR

DATE

ANNEXATION PLAT

HARBOR ROAD ANNEXATION PLAT "E"

AMERICAN FORK CITY

LOCATED IN SECTIONS 26, & 35,
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN.
UTAH COUNTY, UTAH

SCALE: 1"=200'

Attachment: 04.12.22 - Harbor Road Annexation Plat E resolution of acceptance (Harbor Road Plat E

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

Department Fire/Rescue **Director Approval** *Aaron Brems*

AGENDA ITEM Review and action on acceptance of a grant from the US Department of Homeland Security for the Assistance to Firefighters Grant in the amount of $247,818.18.

SUMMARY RECOMMENDATION
Staff would recommend approval of accepting the grant.

BACKGROUND
Personnel applied for a grant with the US Department of Homeland Security for the Assistance to Firefighters Grant in the amount of $247,818.18 for the purchase of new Air Packs, Bottles, Face Masks, fittings, and face mask bags. This grant does require a 10% in matching funds. The AFG Grant award is in the amount of $247,818.18 and the city's portion is $24,781.82.

BUDGET IMPACT
$272,600.00 ($24,781.82 city portion)

SUGGESTED MOTION
Move to accept the grant with the US Department of Homeland Security in the amount of $247,818.18 for the purchase of safety equipment for fire department personnel and authorize the city to execute all documents.

SUPPORTING DOCUMENTS

04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (PDF)

Contract #: PD3080

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

L.N. Curtis & sons
Name

1195 South 300 West
Street Address

Salt Lake City	UT	84101
City	*State*	*Zip*

Vendor # 08733H Commodity Code #: 46160 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Brandon Clough *Phone Number:* *Email:*

2. CONTRACT PORTFOLIO NAME: Firefighting Gear and Equipment.
3. GENERAL PURPOSE OF CONTRACT: Provide Firefighting Gear and Equipment to Eligible Users..
4. PROCUREMENT: This contract is entered into as a result of the procurement process on 2019, Solicitation# KB19037
5. CONTRACT PERIOD: Effective Date: Wednesday, January 23, 2019. Termination Date: Monday, January 22, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee (if any): .10%.
7. Prompt Payment Discount Details (if any): NA.
8. ATTACHMENT A: Standard Terms and Conditions for Goods
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Cost Sheet
   ATTACHMENT D: NA

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KB19037.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Contractor's signature — Date: 1/30/19

Brandon Clough Customer Service + Operations Manager
Type or Print Name and Title

DIVISION OF PURCHASING

Christopher Hughes
Christopher Hughes (Feb 13, 2019)
Director, Division of Purchasing — Date: Feb 13, 2019

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
   d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
   f) "**Division**" means the Division of Purchasing and General Services.
   g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
   h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
   i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
   j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
   k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
   n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
   a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement by the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

    On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY**. The Contractor shall maintain the following insurance coverage:
    a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
    b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.
    c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
    d. Other insurance policies required in the Solicitation.

    Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

    The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED**.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

    If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

27. **OWNERSHIP IN CUSTOM DELIVERABLES**: In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

    1. Contractor has received payment for the Custom Deliverables,

    2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

    3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

    4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

    Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.

29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

a. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check,EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor..

c. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING**: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

37. **END USER AGREEMENTS**: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**: Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION**: The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE**: The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised October 29, 2018)

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

ATTACHMENT B: SCOPE OF WORK

1. **Purpose:** The purpose of this contract is to provide ***FireFighting Equipment, Gear and related items to Eligible Users in the State of Utah.*** This includes Apparel, Boots, Helmets, Axe's, SCBA's, Cutter's, Spreader's, Mask's, Thermal imager's, etc.

2. **Length:** This contract is for a period of five (5) years.

3. **Products Awarded:** Vendors products and pricing are outlined in the Cost Sheet, (Attachment C). Additional products may be purchased from the vendors catalog, if they fit within category of award, Firefighting Equipment and Gear.

4. **Categories of Awards**
    a. Firefighting Gear
    b. Firefighting Equipment
    c. Other related items. This category will be qualified for if the offeror becomes qualified for one of the other two.

5. **Ordering**: Eligible Users will order directly from vendor using a best value determination. Obtaining quotes is not required, but is allowable as a part of an Eligible Users best value determination. A scope of work or itemized list with delivery date requirements must be submitted to the vendor.

6. **Local Storefront**. Vendor is required to have storefront within Utah and/or to have in place a mechanism to fit and size equipment and gear and easily return product that is not sized correctly, free of charge.

7. **Pricing:** Pricing for this contract will be based on the Cost Sheet, items not specifically included may be discounted by the vendor from their price list/catalog. The percentage off as listed in Attachment C will apply to all products listed the published discount off list. Vendor is required to maintain the public price list at all times and to provide a copy when requested.

8. **Price Guarantee Period**: Vendor must guarantee their pricing for a minimum of one year.

9. **Delivery requirements.** Lead times, delivery dates, and shipping charges are to be clearly communicated to the vendor before orders are placed. Standard shipping/delivery charges will be included in the price quoted to eligible user. Turnaround time needs to be under 60 days between order and delivery. Flexibility/priority must be allowed for the Eligible User needs.

10. **Customer Service**: Vendor must have at least one authorized representative that will be available by phone or e-mail at a minimum, during normal business hours Monday through Friday. Representative will respond to inquiries within 24 business-hours. Representative will handle all concerns related to returns, quality, and ordering.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

11. **Returns and Warranty.** Products that fail under normal use as a result of a defect in design, materials, or workmanship shall be replaced free of charge (including labor and shipping/delivery) throughout the minimum warranty period of one year. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to by the Eligible User.

12. **Website**. Vendor will have a website to view and order items.

13. **Recalls**. Vendor must ensure all products meet all safety standards and regulations. Vendor also must communicate ALL RECALLS with client immediately.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

State of Utah Firefighting Gear and Equipment
Cost Sheet

Offeror Name		L.N. Curtis & sons
Contact Name		Brandon Clough
Contact Phone Number		801-486-7285
Contact Email		slcsales@lncurtis.com
Address		1195 South 300 West Salt Lake City, UT 84101

Requested product or equivalent	Description of Equivalent Item if providing Equivalent	Price PER ITEM Qty. 1	Percent Discount	Price Less Discount
FIREFIGHTING GEAR				
Globe Classix Turnout Coat (tan)	Globe Classix Jacket	$1,390.00	40%	$834.00
Globe Classix Turnout Pants (tan)	Globe Classix Pant	$872.01	40%	$523.21
Helmet, Bullard Hat Style Wildfire Series Fire Helmet FH911H	Bullard FH911HR	$76.43	25%	$57.32
Glove, Shelby 2500 Xtrication Glove	Shelby 2500	$63.50	20%	$50.80
Boots, Honeywell Ranger Series 1000 Firefighting boots	Honeywell 1000	$344.34	25%	$258.26
Hood, PGI Cobra Classic Sure fit Hood	PGI 3018185SF	$23.79	10%	$21.41
Shroud/Mask, Hot Shield HS-2 Wildland Firefighter Face Protector Mask	Hotshield HS-2	$85.00	5%	$80.75
Goggles, ESS Striketeam X-tricator Wildland Rescue Goggles	ESS X-tricator	$50.00	5%	$47.50
Bag, Wolfpack USAR 72 hour Back Pack	Wolfpack BP-SR-2100	$275.00	2%	$269.50
FIREFIGHTING EQUIPMENT				
SCBA, MSA FireHawk M7 Air Mask	MSA G1 SCBA	$9,244.00	20%	$7,395.20
Cutter/Spreader Combo tool, AMKUS Ion ICT516 Combi Tool	Hurst SC258	$12,690.00	10%	$11,421.00
Air compressor, EagleAir Raven CFS Integrated Breathing Air Compressor System	Eagle Raven	$55,238.78	10%	$49,714.90
Fire Hose, Key ECO10 lightweight 1" White	All American 8F Hose	$134.00	30%	$93.80
Fire Hose, Key ECO10 lightweight 3" White	All American 8D Hose	$180.00	30%	$126.00
Gas Sensor, MSA Altair 4x Multigas Detector	MSA Altair 4XR	$1,175.00	10%	$1,057.50
Halligan, Nupla 30 " Halligan Tool Solid Nuplaglas black composite handle claw and pry.	Nupla 34026	$208.99	25%	$156.74
Axe, Nupla 6 lb. Pick Head Axe 32" Ergo Power handle SG grip	Nupla31660	$79.23	25%	$59.42
Nozzle, TFT G-Force Two Piece Nozzle with Tip & Shutoff	TFT G-Force	$525.00	0%	$525.00
Thermal imager, Bullard NXT Thermal Imager	Bullard NXT	$9,200.00	5%	$8,740.00

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

CURTIS COMPANY-WIDE COOP CONTRACTS
LIST OF BRANDS MANUFACTURERS
DISCOUNT RATES

CURTIS COMPANY-WIDE COOP CONTRACTS
LIST OF BRANDS MANUFACTURERS
DISCOUNT RATES

Fire Rescue & Firefighting Equipment		
Brand	Product Description	Discount Off List
Alphabetical within Product Category		
Category 1:	**Firefighting Equipment**	
5.11 Tactical	Clothing, Tactical Ensembles	30%
Akron GFE lighting	Lighting and mounts	20%
American Honda	Generators	5%
American Honda	Pumps	5%
Blauer Uniforms	Clothing, Station and Outerwear Ensembles	20%
Bullard	Helmets, Wildland Firefighting	25%
Bullard	Thermal Imagers	5%
Cosmas	Boots, Firefighting Leather	5%
Cosmas	Boots, Firefighting Leather	5%
Cosmas	Boots, Firefighting Rubber	5%
Cosmas	Boots, Wildland Leather	5%
Crew Boss	Clothing, Rescue	5%
Crew Boss	Clothing, Station Wear	5%
Crew Boss	Clothing, Wildland Ensembles	5%
Danner/LaCrosse	Boots, Station Leather	25%
Danner/LaCrosse	Boots, Wildland Leather	25%
Duo Safety	Ladders	10%
ECMS, Inc	Care & Maintenance, PPE	Net
ESS Goggles	Eye protection	5%
Euramco	Ventilation	10%
Fire Innovations	Belts, Ladder	5%
Firecraft	Gloves, Extrication	5%
Firecraft	Gloves, Firefighting	5%
Firecraft	Gloves, Wildland Firefighting	5%
Fol-Da-Tank	Tank, Portable Water	25%
Foxfury	Lighting and mounts	13%
Gemtor	Belts, Ladder	10%
Globe	Boots, Firefighting Leather	27%
Globe	Clothing, Rescue / EMS Ensembles	5%
Globe	Turnout Ensemble, Carinx (REAXTION) style	40%
Globe	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Turnout Ensemble, CLASSIX style	40%
Globe	Turnout Ensemble, G-XCEL style	40%
Globe	Turnout Ensemble, G-XTREME style	40%
Gosport	Covers & Tarps, Salvage	15%
Groves Ready Rack	Rack, Clothing	10%
Honeywell Footwear	Boots, Firefighting Leather	25%
Honeywell Footwear	Boots, Firefighting Rubber	25%
Hotshield	Respiratory Protection, Wildland	5%
Husky	Tank, Portable Water	25%
Koehler/Brightstar	Lighting and mounts	15%
MSA (Amendment 1)	Fire & Rescue Helmets	25%
Nupla/QEP	Tools, Firefighting	25%
Paul Conway	Fronts, Helmets	Net
Paul Conway	Helmets, Firefighting	Net
Pelican Case	Cases	25%
Pelican Lights	Lighting and mounts	25%
Performance Advantage	Brackets, Mounting	5%
PGI	Clothing, Wildland Ensembles	20%
PGI	Hoods, Wildland	10%
Ringers	Gloves, Extrication	10%
RIT Safety Solutions	Bags, Rit	5%
Sam Carbis	Ladders	5%
Seco	Bags	5%
Shelby	Gloves, Extrication	20%
Shelby	Gloves, Firefighting	18%
Shelby	Gloves, Wildland Firefighting	20%
South Park	Adapters	25%
South Park	Wrenches	25%
Streamlight	Lighting and mounts	30%
Super Vac	Fans	20%
Super Vac	Saws	20%
Super Vac	Smoke machines	20%
Tech Trade (Pro-tech)	Gloves, Extrication	5%
Tech Trade (Pro-tech)	Gloves, Firefighting	5%
Tech Trade (Pro-tech)	Gloves, Wildland Firefighting	5%
Tempest	Ventilation	12%
Whites Boots	Boots, Wildland Leather	10%
Wolfpack	Packs, Wildland	2%
Workrite Uniforms	Clothing, Station Wear	5%
Ziamatic	Mounts, brackets and tools	25%
Category 2:	**Firefighting Attack Tools**	
Cooper Tool	Tools, Bolt Cutters	20%
Council Tools	Tools, Hand, Firefighting Attack	25%
Cutters Edge	Saws, Rescue	5%
EZ-Spanner	Wrenches, Ratchet Hydrant	Net
Fire Hooks	Tools, Firefighting Attack	5%
Husqvarna	Saws, Rescue	20%
K-Tool	Tools, Entry	5%
Leatherhead tools	Axes	25%
MK Diamond	Blades, Saw	5%
Nupla/QEP	Tools, Firefighting Attack	25%
Paratech	Tools, Air Lifting Bags	5%
Paratech	Tools, Forcible Entry	5%
Paratech	Tools, Stabilization	5%
Paratech	Tools, Trench Rescue	5%
Rescue 42	Tools, Stabilization, Struts	Net
Rhyno Windshield Cutter	Cutter, Windshield	Net
Stihl (Pacific Stihl)	Saws	Net
Tempest	Saws, Rescue	12%
Tempest	Ventilation	12%
Warthog	Blades, Saw	Net
Wehr	Saw, Windshield Glass	10%

Fire Rescue SCBAs		
Brand	Products	Discount off MSRP
Air Systems International	Breathing Air Accessories	5%
Avon Protection	SCBA - Backframe to include alarms, electronics, & pneumatics	5%
Avon Protection	SCBA Facepieces	5%
Avon Protection	SCBA Regulators, RIC/UAC Connection	5%
Avon Protection	SCBA Cylinders	5%
Avon Protection	SCBA PASS Devices and Other Accessories	5%
CurtisCARE Compressor Service	Maintenance and Service of Breathing Air Compressors	Net
CurtisCARE Fit Testing	Mask Fit Testing and Service	Net
CurtisCARE Mako Brand Comp. Service	Maintenance and Service of Breathing Air Compressors	Net
CurtisCARE Mobile Hydrotesting	Cylinder Hydrostatic Testing Service	Net
CurtisCARE SCBA Service	SCBA Maintenance and Service	Net
Eagle Air	Breathing Air Compressors	5%
Honeywell Safety	SCBA - Backframe to include alarms, electronics, & pneumatics	15%
Honeywell Safety	SCBA Facepieces	15%
Honeywell Safety	SCBA Regulators, RIC/UAC Connection	15%
Honeywell Safety	SCBA Cylinders	15%
Honeywell Safety	SCBA PASS Devices and Other Accessories	15%
Honeywell BW Systems	Gas Detection Equipment	5%
Honeywell PosiChek	Flow Testing Equipment	Net
Industrial Scientific	Gas Detection Equipment	5%
MSA	G1 SCBA	20%
MSA	G1 Facepiece	10%
MSA	Regulators, RIC/UAC Connection	10%
MSA	Cylinders	10%
MSA	Misc Parts and Accessories	10%
OHD	Fit Testing Equipment	5%
Rae Systems	Gas Detection Equipment	5%
SE International	Radiation Detection	Net
Smith Detection	Gas Detection Equipment	Net

Curtis Sensitive Information

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

CURTIS COMPANY-WIDE COOP CONTRACTS
LIST OF BRANDS MANUFACTURERS
DISCOUNT RATES

Fire Rescue & Firefighting Equipment			Fire Rescue SCBAs		
Brand	Product Description	Discount Off List	Brand	Products	Discount off MSRP
Ziamatic	Brackets	25%			
Ziamatic	Tool, Hand	25%			
Category 3:	**Extraction Tools and Supplies**				
Ajax	Chisels, Pneumatic	5%			
Cutters Edge	Saws	5%			
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	10%			
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	10%			
Hurst e-Draulics Jaws-of-Life	Tools, Rescue Hydraulic, Battery-Powered	10%			
Hurst Strong Arm	Tools, Rescue Hydraulic	2%			
Husqvarna	Saws	20%			
Paratech	Tools, Air Lifting Bags	5%			
Paratech	Tools, Forcible Entry	5%			
Paratech	Tools, Stabilization	5%			
Paratech	Tools, Trench Rescue	5%			
Rescue 42	Tools, Stabilization, Struts	Net			
Skedco	Patient handling	Net			
Special Service	Chisels, Pneumatic	Net			
Tempest	Saws, Rescue	12%			
Tempest	Smoke machine	12%			
Tempest	Ventilation	12%			
Tractel Grip Hoist	Come-a-long	Net			
Turtle Plastics	Cribbing	5%			
Category 4:	**Search and Rescue Equipment**				
Bullard Thermal Imagers	Thermal Imagers	5%			
CMC	Harnesses	10%			
CMC	Rope	10%			
CMC	Tools, Rescue	10%			
Coleman -Stearns	Dry Suits	5%			
Coleman -Stearns	Personal Floatation Devices	5%			
Duo Safety Ladders	Ladders	10%			
Honeywell Rae Systems Detection	Detection	5%			
Industrial Scientific	Detection	5%			
Mustang Survival	Dry Suits	5%			
Mustang Survival	Personal Floatation Devices	5%			
Petzel (Evac Systems)	Hardware, Rope	5%			
Petzel (Evac Systems)	Rope	5%			
PMI	Hardware, Rope	10%			
PMI	Rope	10%			
Sam Carbis	Ladders	5%			
Savox	Camera Systems, Search	5%			
Simulaids	Mannequins, Training Aids	5%			
Skedco	Patient Handling	Net			
Smith Detection	Detection	Net			
Wing Enterprises/Little Giant Ladders	Ladders	5%			
Yates	Hardware, Rope	5%			
Yates	Rope	5%			
Zistos	Camera Systems, Search & Rescue	Net			
Zistos (Amendment 5)	Video Systems, Search & Rescue	Net			
Category 5:	**Firefighting and Firefighter Training**				
Blast Mask	Simulators, SCBA Training Systems	10%			
Fire Facilities	Simulators, Firefighting Training Systems	Net			
Fire- Vent	Simulators, Firefighting Training Systems	Net			
Firefighters Bookstore	Training, Books	10%			
Kidde	Simulators, Firefighting Training Systems	Net			
Simulaids	Mannequins, Training Aids	5%			
Wees Safety	Simulators, Firefighting Training Systems	Net			
Wees Safety	Testing, Nozzle	Net			
Category 6:	**Hazardous Material (HAZMAT) Equipment**				
Air Shelters USA/Zumro	Shelters	5%			
Allegro	Ventilation Systems	5%			
Avon	Respiratory Protection	5%			
Blowhard	Ventilation Systems	2%			
Coastal Environmental	Weather Stations	Net			
DuPont	Protective Ensembles, HAZMAT	20%			
Euramco	Ventilation Systems	10%			
Fluke	Detection, Heat	Net			
Fol-da-tank	Pools and tanks	25%			
FSI North America	Shelters	10%			
Honeywell	Respiratory Protection	15%			
Honeywell BW	Detection, HAZMAT	5%			
Honeywell Rae Systems	Detection, HAZMAT	5%			
Husky	Pools and tanks	25%			
Indian Springs	Kit, Chlorine Emergency, HAZMAT	Net			
Industrial Scientific	Detection, HAZMAT	5%			
Kappler	Protective Ensembles, HAZMAT	25%			
Lakeland	Protective Ensembles, HAZMAT	25%			
Mill	Decon, HAZMAT (showers, pools, wands)	5%			
New Pig	Clean-Up, HAZMAT	Net			
Savox Con Space	Communications	5%			
SE International	Detection, Radiation	Net			
Smith Detection	Detection, HAZMAT	Net			
Tempest	Ventilation Systems	12%			
Tingley	Boots, HAZMAT	25%			
Western Shelters	Decon, HAZMAT (showers, pools, wands)	5%			
Category 7:	**Fire Extinguishers**				
Amerex	Fire extinguishers	25%			
Ansul	Fire extinguishers	25%			
Fountainhead/ Indian Pump	Backpack, Wildland Fire Extinguisher	25%			
Category 8:	**Firefighter Foam**				
Ansul	Foam, Firefighting	54%			
Chemguard	Foam, Firefighting	10%			
National Foam/Angus	Foam, Firefighting	Net			
Solberg (Amendment 1)	Foam, Firefighting	5%			
Thermo Gel	Foam, Firefighting	Net			
Category 9:	**Firefighting (Municipal) Hoses**				
Akron Brass	Water Flow Equipment	20%			
All American Hose	Hose, Firefighting	30%			
Angus Hose	Hose, Firefighting	10%			
C & S Supply	Water Flow Equipment	25%			
Elkhart Brass	Water Flow Equipment	5%			
Harrington	Adapters	30%			

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

CURTIS COMPANY-WIDE COOP CONTRACTS
LIST OF BRANDS MANUFACTURERS
DISCOUNT RATES

Fire Rescue & Firefighting Equipment			Fire Rescue SCBAs		
Brand	Product Description	Discount Off List	Brand	Products	Discount off MSRP
Harrington	Mounts, Water Flow Equipment	30%			
Harrington	Valves	30%			
Kochek	Water Flow Equipment	30%			
North American Hose	Hose, Firefighting	30%			
Performance Advantage	Brackets	5%			
Performance Advantage	Clamps	5%			
Red Head Brass	Adapters	25%			
Red Head Brass	Mounts, Water Flow Equipment	25%			
Red Head Brass	Valves	25%			
South Park	Adapters	30%			
South Park	Mounts, Water Flow Equipment	30%			
Task Force Tips	Water Flow Equipment	30%			
Zephyr	Brackets	5%			
Zephyr	Clamps	5%			
Ziamatic	Brackets	25%			
Ziamatic	Clamps	25%			
Category 10:	**Fire Pumps**				
CET	Pumps, Firefighting	5%			
CET	Skid unit	5%			
Curtis Slide-in (Heiman)	Skid unit	Net			
Hale Pump	Pumps, Firefighting	5%			
Honda	Pumps, Firefighting	5%			
Prosser (Crane Pumps)	Pumps, Submersible	10%			
Waterax	Pumps, Firefighting	Net			
Waterous Pumps	Pumps, Firefighting	5%			
Category 11:	**Firefighter and Departmental Personal Apparel, Bunker, accessories, and Other**				
Blauer	Clothing	20%			
Danner/LaCrosse Boots	Boots, Station	25%			
Danner/LaCrosse Boots	Boots, Wildland	25%			
DFND	Clothing, Performance Base Layer	5%			
Redback Boots	Boots, Station	10%			
Under Armor	Clothing	10%			
Whites Boots	Boots, Wildland	10%			
Category 12:	**Other**				
Air Systems International	Air Supply Systems	5%			
Akron	Nozzles	20%			
Allied Medical	Oxygen hardware	Net			
Autel Robotics	Drones	Net			
C & S Supply	Nozzles	25%			
David Clark	Communications	Net			
Eagle Air	Compressors	10%			
Elkhart Brass	Nozzles	5%			
Ferno	First Aid	Net			
Fire Research	Lighting Systems	10%			
Globe	Turnout Ensemble, Cairns (REAXTION) style	40%			
Globe	Turnout Ensemble, CLASSIX Metro style	40%			
Globe	Turnout Ensemble, CLASSIX style	40%			
Globe	Turnout Ensemble, G-XCEL style	40%			
Globe	Turnout Ensemble, G-XTREME style	40%			
Globe (Amendment 2)	Turnout Ensemble, ATHLETIX style	37%			
Grace Industries	Pass Device	Net			
Harrington	Fittings	30%			
Harrington	Valves	30%			
Honeywell	Tester, Flow	Net			
Honeywell Salvage Master	Vacuums, Water	5%			
Junkin	First Aid	5%			
Kochek	Wildland, Water Flow Devices	30%			
Mechanix	Gloves	10%			
Meret Medical	Bags, Medical bags	10%			
Meret Medical	Equipment, Oxygen	10%			
MSA (Amendment 1)	Portable Instruments	10%			
MSA (Amendment 1)	Parts, Portable Instruments	5%			
Nilfisk Turbo	Vacuums, Water	10%			
OHD	Tester, FIT	5%			
Performance Advantage	Brackets	5%			
~~Rare Air~~ (Amendment 5)	Dryer	10%			
Red Head	Couplings	25%			
Red Head	Fittings	25%			
Revision	Eye protection	20%			
Rice Inc.	Tester, Hose	10%			
Ringers	Gloves	15%			
Scott Plastics (Scotty)	Nozzles	10%			
South Park Brass	Couplings	30%			
South Park Brass	Fittings	30%			
Stryker	Patient handling	Net			
TFT	Nozzles	30%			
Western Shelter Snap tank	Tank	5%			
Zephyr	Brackets	5%			
Zoll	AED	10%			
Category 13:	**Maintenance, Service, and Testing**				
CURTISCare	Service, Breathing Air Compressor	Net			
CURTISCare	Service, EDraulic Rescue Tools (Hurst)	Net			
CURTISCare	Service, FIT Testing	Net			
CURTISCare	Service, Hydraulic Rescue Tools (Genesis)	Net			
CURTISCare	Service, Hydraulic Rescue Tools (Hurst)	Net			
CURTISCare	Service, Hydrotesting	Net			
CURTISCare	Service, Mako-brand compressor	Net			
CURTISCare	Service, SCBA	Net			
Draft Commander	Tester, Fire Apparatus Nozzle	Net			
Draft Commander	Tester, Fire Apparatus pump	Net			
Fire Vent	Training, Firefighting Training Systems	Net			
Honeywell	Tester, SCBA flow	Net			
OHD	Tester, Mask Fit	5%			
Rice Hose Tester	Tester, Hose	10%			

Curtis Sensitive Information

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 08/03/2021

Edward Hales
AMERICAN FORK, CITY OF
275 E 200 N
AMERICAN FORK, UT 84003

EMW-2020-FG-16667

Dear Edward Hales,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $247,818.18 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $24,781.82 for a total approved budget of $272,600.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant
Recipient: AMERICAN FORK, CITY OF
DUNS number: 105727452
Award number: EMW-2020-FG-16667

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient`s project or projects submitted as part of the recipient`s application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program`s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$272,600.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$247,818.18
Non-federal	$24,781.82
Total	$272,600.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA`s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Face Pieces (not associated with SCBA requests)

DESCRIPTION

Additional facepieces to allow one for each individual, with spares to keep firefighters in service in the chance it becomes damaged.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	24	$275.00	$6,600.00	Equipment

CHANGE FROM APPLICATION

Quantity from **38** to **24**

JUSTIFICATION

This reduction is because the number of Face Pieces requested exceeded the number of personnel necessitating Face Pieces in your department.

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

This includes 38-SCBA Packs $5,100.00, 76-Cylinders $991.50, and 38-SCBA facepieces $275.00. This will place a SCBA with 1 spare cylinder in every seating position. It will not allow for enough facepieces for department wide distribution.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	38	$7,000.00	$266,000.00	Equipment

CHANGE FROM APPLICATION

Price from **$7,358.00** to **$7,000.00**

JUSTIFICATION

This reduction is because the cost you requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant
Recipient: AMERICAN FORK, CITY OF
DUNS number: 105727452
Award number: EMW-2020-FG-16667

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Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 1 **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 2	**DHS Specific Acknowledgements and Assurances** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	**Activities Conducted Abroad** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	**Debarment and Suspension** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplication of Benefits** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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Article 20	**Hotel and Motel Fire Safety Act of 1990** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 22	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith- based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 25	**Non-Supplanting Requirement** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 31	**Reporting Subawards and Executive Compensation** Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	**Terrorist Financing** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	**Universal Identifier and System of Award Management** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	**Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 38	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	**Acceptance of Post Award Changes** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
Article 40	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 41	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

Obligating document

1.Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2020-FG-16667	N/A	876000209	AWARD	WX00641N2021T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
AMERICAN FORK, CITY OF 275 E 200 N AMERICAN FORK, UT 84003	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Edward Hales	8018543374	Assistance to Firefighters Grants Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
08/03/2021	OTHER - FEMA GO	COST SHARING	08/10/2021 to 08/09/2023 **Budget Period** 08/10/2021 to 08/09/2023

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	$0.00	$247,818.18	$247,818.18	$24,781.82
		Totals	$0.00	$247,818.18	$247,818.18	$24,781.82

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	DATE 08/03/2021

Attachment: 04.12.22 - Firefighting Gear and Equipment LN Curtis-Utah contract (Firefighting Gear & Equipment Grant)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

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

AGENDA ITEM Review and action on an ordinance approving a district framework plan for Meadowbrook, located in the area of 500 South 800 West, located in the Transit Oriented Development (TOD) zone.

SUMMARY RECOMMENDATION
The planning commission recommended approval of the Meadowbrook district framework plan at the March 2, 2022, planning commission meeting.

BACKGROUND
The applicant proposes a district framework plan for a transit-oriented development project in the area of 500 South and 800 West. This project consists of approximately 26 acres and lies within the Garden District of the TOD. Within this district, general mixed use and garden edge sub-districts are present.

District Framework plans lay the overall groundwork of forthcoming development. This plan has been before the planning commission and was now before the city council. Approval of the district framework plan allows the developer to submit development plans for the parcel to be reviewed.

BUDGET IMPACT
NA.

SUGGESTED MOTION
Move to adopt the ordinance approving a district framework plan for Meadowbrook, located in the area of 500 South 800 West, in the TOD zone.

SUPPORTING DOCUMENTS

03.29.22 - Meadowbrook District Framework Plan - ordinance (DOCX)
03.29.22 - Meadowbrook District Framework plan (PDF)
03.29.22 - Meadowbrook District Framework plan - staff report (PDF)
03.29.22 - Meadowbrook District Framework Plan - PC Minutes (PDF)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE DISTRICT FRAMEWORK PLAN FOR MEADOWBROOK, LOCATED IN THE AREA OF 500 SOUTH 800 WEST IN THE TRANSIT ORIENTED DEVELOPMENT (T0D) ZONE.

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

PART I

DEVELOPMENT APPROVED – ZONE MAP AMENDED

A. The district framework plan for Meadowbrook, located at 500 South 800 West, American Fork, Utah, as set forth in Attachment A, is hereby approved.

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

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

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

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

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

C. This ordinance shall take effect upon its passage and posting as required by state law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 298th AY OF MARC 2022.

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: 03.29.22 - Meadowbrook District Framework Plan - ordinance (Meadowbrook District Framework Plan)

100 NORTH

1240 WEST

900 WEST

200 SOUTH

1100 WEST

250 South

300 South

900 WEST

700 WEST

500 West

570 West

350 South

350 SOUTH

1000 West

390 South

410 South

800 West

760 West

720 West

430 South

440 South

1240 WEST

1300 WEST

1150 West

480 South

460 South

1000 WEST

900 WEST

640 South

530 South

800 West

560 South

620 SOUTH

REQUEST TO CHANGE FROM BT-3 TO BT-2

N

W

E

S

AF City TOD Block Type Overlay

Proposed Streets

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

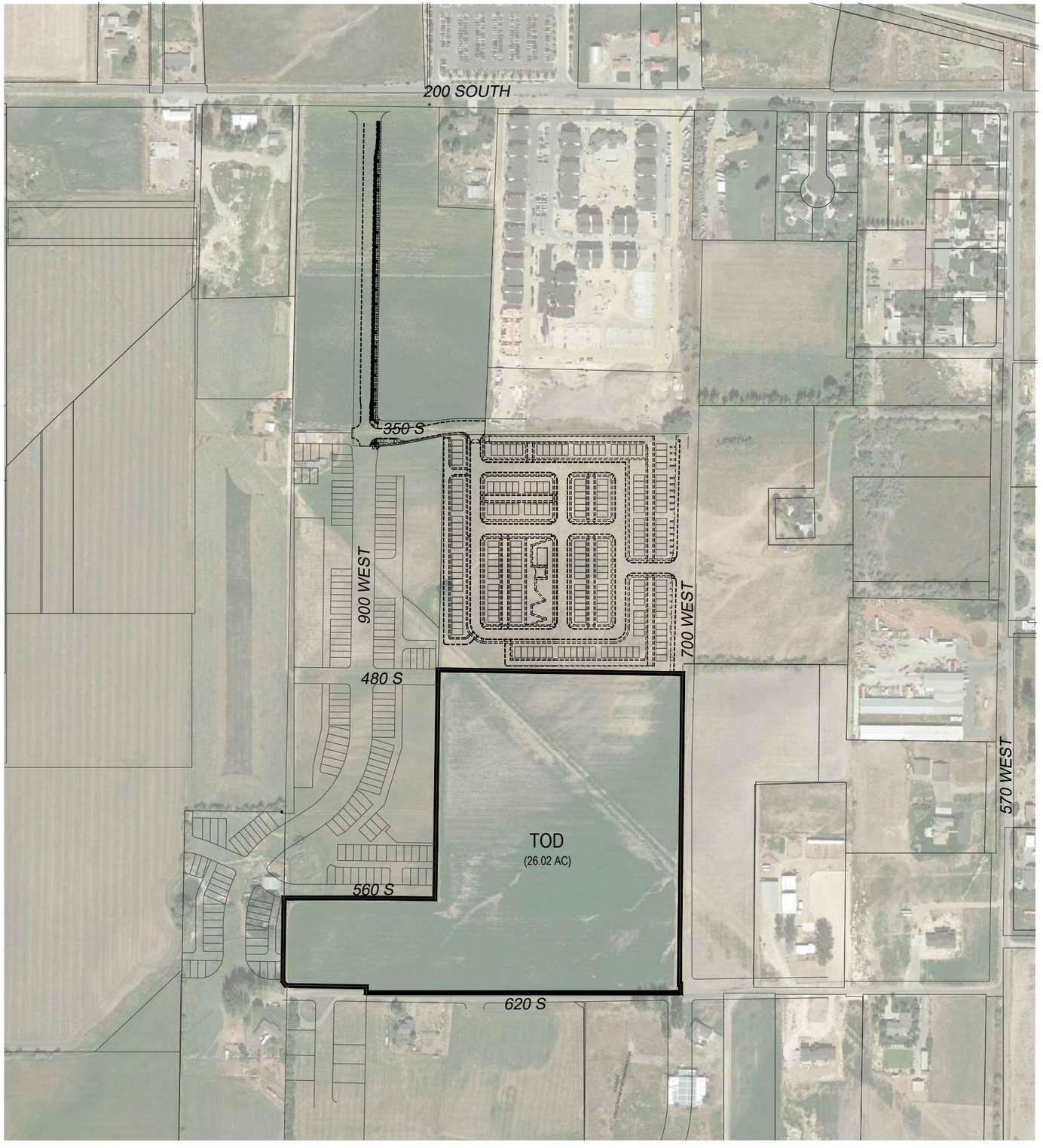
BlockType

- BT-2
- BT-3
- BT-4
- BT-5
- BT-6

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

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

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



OVERALL LEGAL DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 0°03'33" EAST ALONG SECTION LINE 605.91 FEET AND WEST 1824.15 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE WEST 1100.91 FEET; THENCE NORTH 0°58'19" EAST 20.34 FEET; THENCE NORTH 89°01'56" WEST 278.34 FEET; THENCE SOUTH 1°00'15" WEST 4.80 FEET; THENCE NORTH 36°42'37" WEST 23.49 FEET; THENCE NORTH 0°50'17" EAST ALONG THE EASTERLY BOUNDARY OF B.K. PENROD PLAT "A" A DISTANCE OF 292.57 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 5099:2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 89°58'32" EAST 287.99 FEET, 2) SOUTH 89°11'42" EAST 239.99 FEET AND 3) NORTH 0°50'18" EAST 164.78 FEET; THENCE NORTH 0°50'20" EAST 637.56 FEET; THENCE SOUTH 89°05'07" EAST ALONG THE SOUTHERLY BOUNDARY OF WILLOW GLEN PHASE 1 A DISTANCE OF 856.93 FEET; THENCE SOUTH 0°37'47" WEST 1088.16 FEET; THENCE SOUTH 89°13'41" EAST 4.15 FEET; THENCE SOUTH 28.78 FEET TO THE POINT OF BEGINNING.

AREA = 26.02 ACRES

Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD

N

0 100 200 400 600

SCALE: 1"= 200'

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

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
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7			

ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

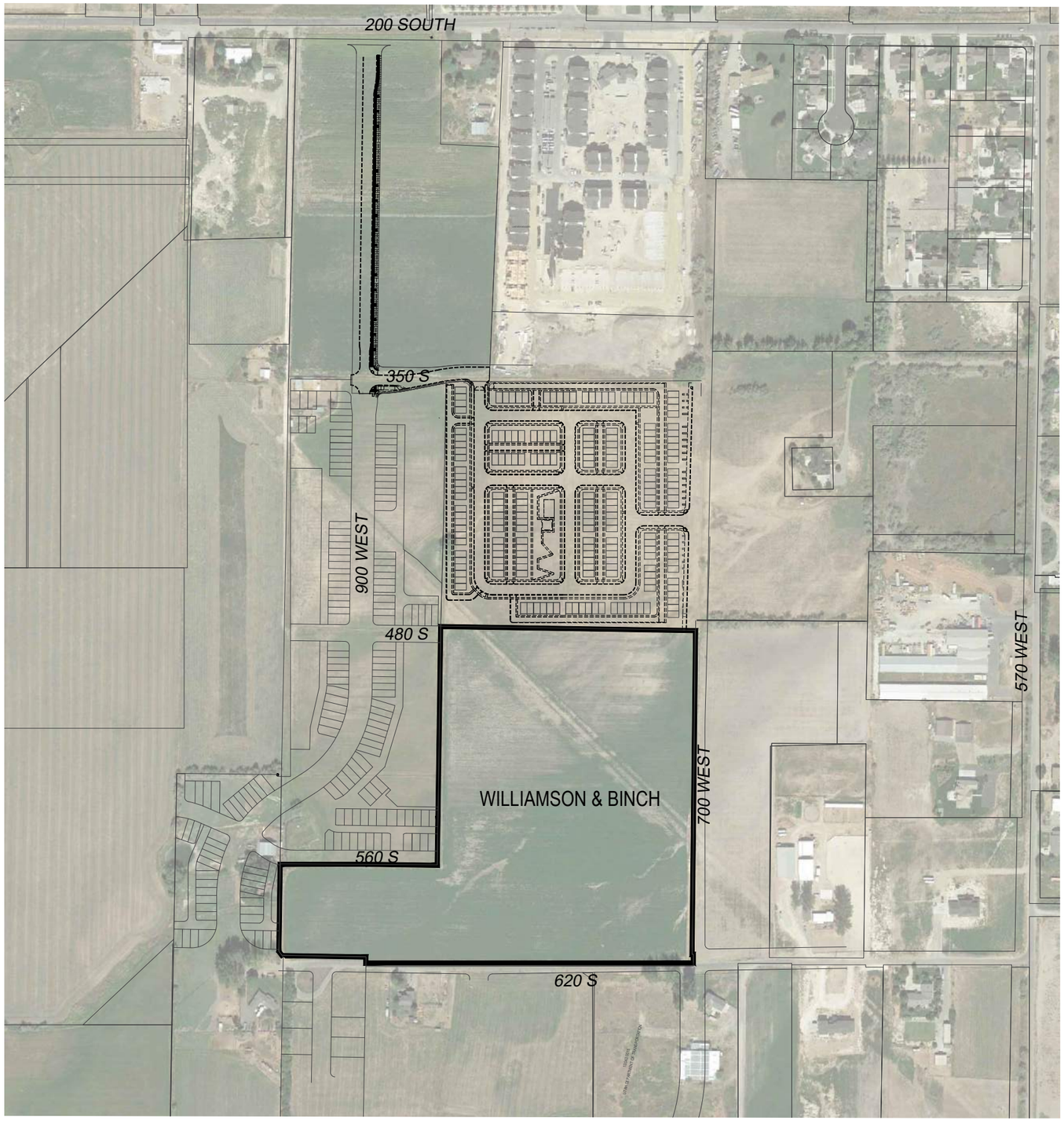
DISTRICT PLAN

DESCRIPTION

LEGAL DESCRIPTION

SHEET NAME	SHEET NUMBER
EXHIBIT	*1*

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



BOUNDARY SURVEYS

WILLIAMSON & BINCH PARCELS

Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD

N

0 100 200 400 600

SCALE: 1"= 200'

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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

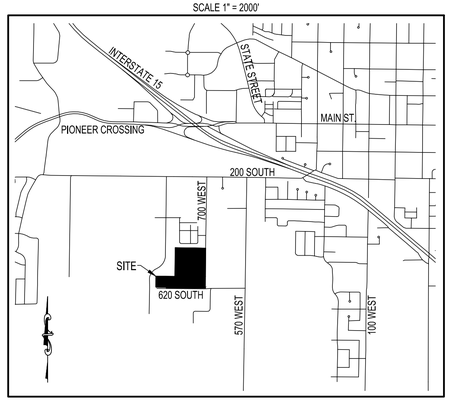
BOUNDARY SURVEYS

SHEET NAME	SHEET NUMBER
EXHIBIT	2

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

VICINITY MAP

SCALE 1" = 2000'



PLAT LEGEND

- PARCEL BOUNDARIES
- NEIGHBOR TITLES
- EASEMENT LINE
- CENTERLINE ROAD
- CONCRETE
- EDGE OF ASPHALT
- FIELD FENCE
- VINYL FENCE
- SANITARY SEWER
- IRRIGATION LINE
- WATER LINE
- POWER LINE
- PHONE / FIBER OPTIC
- CONTOUR LINE

RECORD DESCRIPTIONS

Parcel 1:
Commencing at a point South 939.78 feet and West 1818.43 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; running thence South 0°37'37" West 610 feet; thence West 859.35 feet; thence North 0°50'20" East 623.79 feet; thence South 89°04'49" East 856.99 feet to the point of beginning.

Parcel 2:
Commencing at a point North 611.82 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; running thence West 540.54 feet; thence North 331.65 feet; thence North 89°58'34" East 268.14 feet; thence South 89°11'40" East 240 feet; thence North 0°50'20" East 150.46 feet; thence East 860.06 feet; thence South 0°37'37" West 450.11 feet; thence South 89°19'24" East 4.06 feet; thence South 28.7 Feet; thence West 828.96 feet to the point of beginning.

AS-SURVEYED DESCRIPTION

Beginning at a point located North 0°03'33" East along section line 605.91 feet and West 1824.15 feet from the Southeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence West 1100.91 feet; thence North 0°58'19" East 20.34 feet; thence North 89°01'56" West 278.34 feet; thence South 1°00'15" West 4.80 feet; thence North 36°42'37" West 23.49 feet; thence North 0°50'17" East along the easterly boundary of B.K. Penrod Plat "A" a distance of 292.57 feet; thence along a boundary line agreement recorded as Entry 5099:2019 in the office of the Utah County Recorder the following three courses and distances: 1) North 89°58'32" East 287.99 feet, 2) South 89°11'42" East 239.99 feet and 3) North 0°50'18" East 164.78 feet; thence North 0°50'20" East 637.56 feet; thence South 89°05'07" East along the southerly boundary of Willow Glen Phase 1 a distance of 856.93 feet; thence South 0°37'47" West 1088.16 feet; thence South 89°13'41" East 4.15 feet; thence South 28.78 feet to the point of beginning.
Area = 26.02 Acres

SURVEYOR'S NARRATIVE

The Basis of Bearing for this survey is the NAD83 State Plane Coordinate System. Bearing being North 2°57'08" West from the Southeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian to the Reference Corner near the East Quarter Corner of said Section 22. Both monuments were located as shown on county tie sheets. After locating all existing section corners in Section 27 and the south half of Section 22, it was determined that the South Quarter Corner of said Section 22 has been moved in a northeasterly direction about 1 foot. This may be due to the its position near the edge of a swamp. All other corners fall within 0.2' of section line. NAD83 coordinates have therefore used to determine the breakdown of the section and the position of the South quarter corner has been ignored. An overlap in title exists near the southwest corner of the property. The overlap area is completely within the future road right-of-way. Minimal overlaps exist along the easterly boundary. The as-surveyed description has been written to remove the overlap areas, follow existing boundary line agreements (Entries 5099:2019 & 2975:2019) and follow existing subdivision boundaries. Overlap distances are shown in parenthesis (0.00'). The purpose of this survey was to determine an overall boundary and locate existing improvements to facilitate the design of future improvements. Final boundary markers are to be set with construction of the future development.

ALTA / NSPS TABLE "A"

2. ADDRESS AREA HAS NOT BEEN ANNEXED - (IN PROCESS OF ANNEXATION) AFTER ANNEXATION WILL BE APPROXIMATELY 700 WEST 620 SOUTH
3. FLOOD ZONE CLASSIFICATION FEMA FIRM PANEL 49049C0302F REVISED JUNE 19, 2020. ZONE X - OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN
4. GROSS LAND AREA TOTAL AREA = 26.02 ACRES.
5. VERTICAL RELIEF GROUND SURVEY. SE COR. SEC. 22 = 4520.92'
11. LOCATION OF UTILITIES, VISIBLE & MARKED SEE MAP AND FOLLOWING NOTE.
13. NAMES OF ADJOINING OWNERS SEE MAP
15. PHOTOGRAMMETRIC MAPPING AERIAL MAPPING OF CONTOURS AND ORTHO IMAGE USING RTK DRONE WITH CONNECTION TO STATE VRS NETWORK - CALIBRATED TO LOCAL COORDINATES AND ELEVATIONS.

* ITEM 11 - UTILITIES WERE LOCATED BASED ON VISIBLE STRUCTURES AND OTHER VISIBLE EVIDENCES. NO GUARANTEE IS GIVEN THAT ADDITIONAL UTILITIES DO NOT EXIST ON THE SITE WHICH ARE NOT VISIBLE OR MARKED ON THE GROUND. IT IS RECOMMENDED THAT BLUESTAKES BE CALLED PRIOR TO ANY EXCAVATION.

COMMITMENT FOR TITLE INSURANCE

A COMMITMENT FOR TITLE INSURANCE # 031239, ISSUED BY US TITLE INSURANCE AGENCY, DATED SEPTEMBER 28, 2020.

SCHEDULE A:
ITEM 1-2 SURVEYOR MAKES NO COMMENT.
ITEM 3 SEE LEGAL DESCRIPTIONS.
SCHEDULE B-I:
ALL ITEMS - SURVEYOR MAKES NO COMMENT.
SCHEDULE B-II:
ITEM 1 SURVEYOR MAKES NO COMMENT.
ITEM 2 NONE FOUND.
ITEM 3 WATER EASEMENT 7915:2012 REFERS TO AN ADJACENT 20' SEWER EASEMENT. NO RECORDED EASEMENT FOUND.
ITEM 4 SEE SURVEYOR'S NARRATIVE. ALSO SEE MAP FOR TITLE OVERLAPS (0.00').
ITEM 5-16 SURVEYOR MAKES NO COMMENT.
ITEM 17 SEE MAP FOR LOCATED IMPROVEMENTS.
ITEM 18 ENTRY 69981:2011 - SEE MAP FOR EASEMENT LOCATION.
ITEM 19 ENTRY 19515:2012 - SEE MAP FOR EASEMENT LOCATION.
ITEM 20 ENTRY 65838:2011 - SEE MAP FOR EASEMENT LOCATION.
ITEM 21 ENTRY 7915:2012 - SEE MAP FOR EASEMENT LOCATION.
ITEM 22 ALTA SURVEY - SEE MAP.

CERTIFICATION

To Woodside Homes of Utah, LLC; First American Title Insurance Company; and US Title Insurance Agency:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 11, 13, and 15 of Table A thereof. The field work was completed in December 2020.

PROFESSIONAL LAND SURVEYOR — No. 6418780 — AARON D. THOMAS — 12-9-2020 — STATE OF UTAH

12-9-2020 DATE

AARON D. THOMAS - PLS NO. 6418780

80 40 0 80 160 240
Scale 1" = 80'

PROJECT NAME	WILLIAMSON & BINCH PARCELS
ADDRESS +/-	700 WEST & 600 SOUTH
PROPOSED CITY: AMERICAN FORK	COUNTY: UTAH — STATE: UTAH

SURVEYOR: AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM

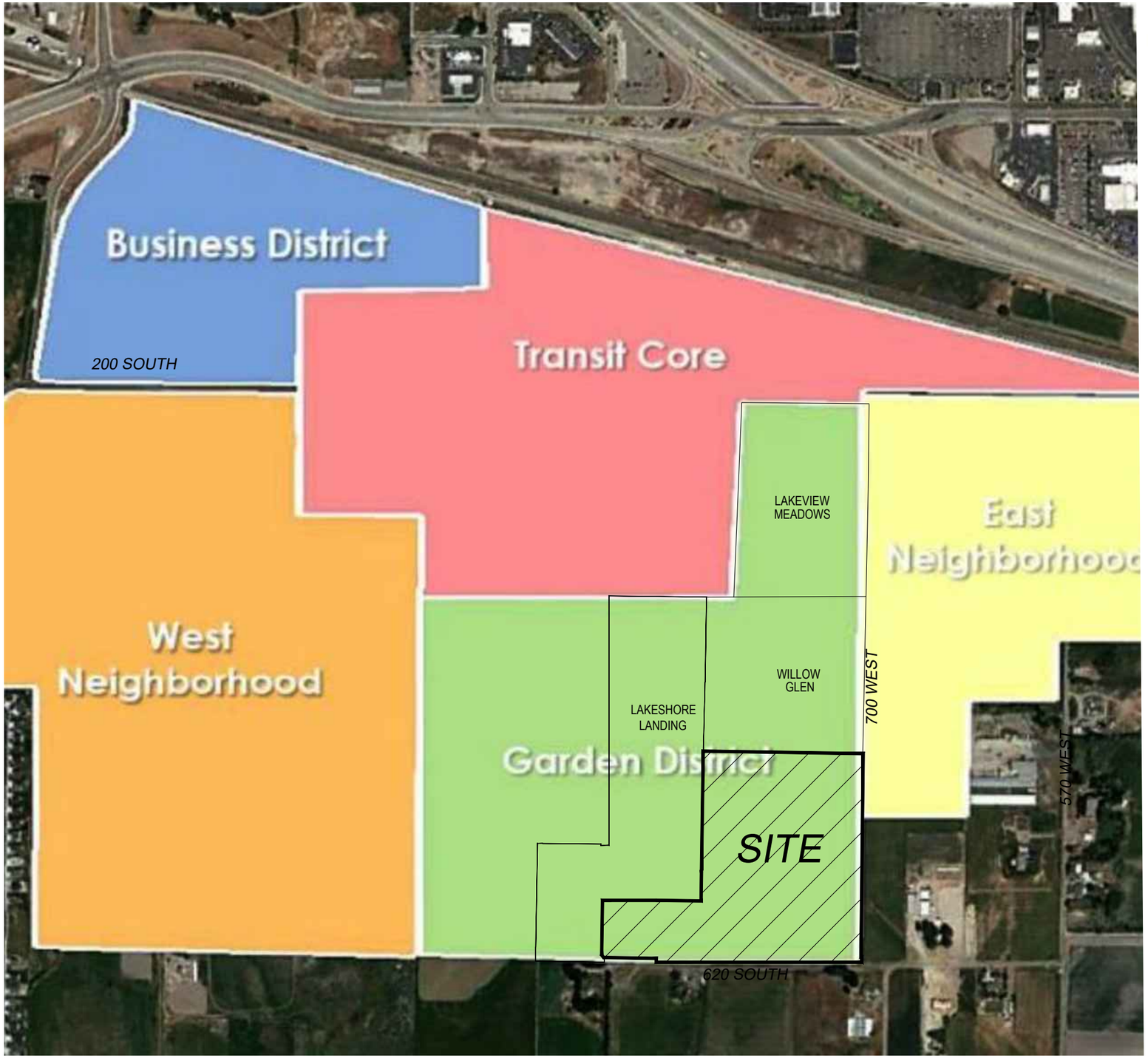
CIVIL ENGINEER: CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN THE SOUTH HALF OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M

SHEET:	1 OF 1
DATE:	DEC. 9, 2020
SCALE:	1"=80'

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



CHARACTER DISTRICTS (DT)

DT	Garden District

GARDEN DISTRICT TABULATIONS

OVERALL DISTRICT AREA	120.28 AC	100%
PROJECT AREA	26.02 AC	22%

Woodside Homes
WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD

N

0 150 300 600 900

SCALE: 1"= 300'

berg CIVIL ENGINEERING
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Highland Ut, 84003
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cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

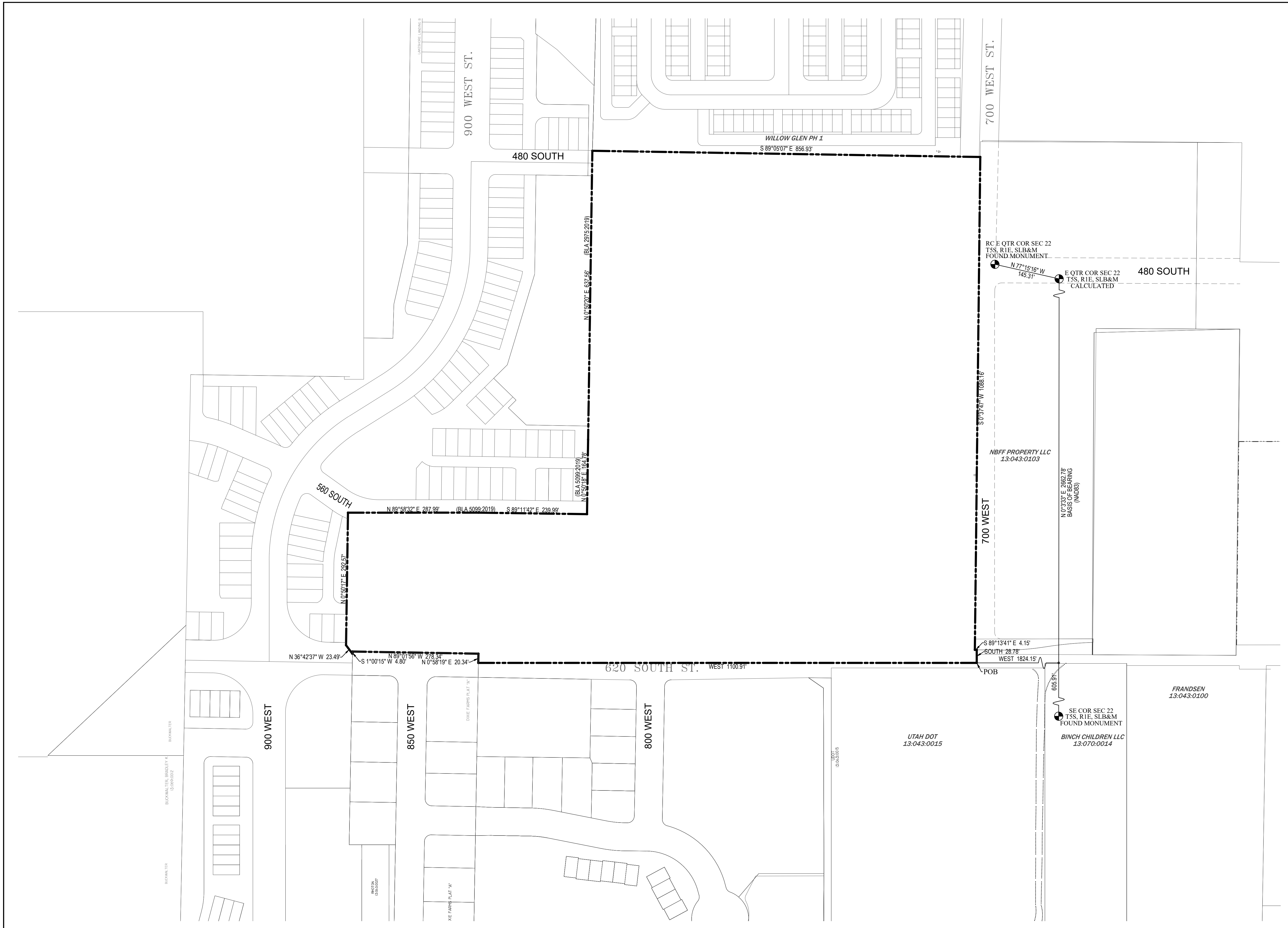
DISTRICT PLAN

DESCRIPTION

DEVELOPMENT AREA PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	3

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD

N

0 50 100 200 300
SCALE: 1"= 100'

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REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

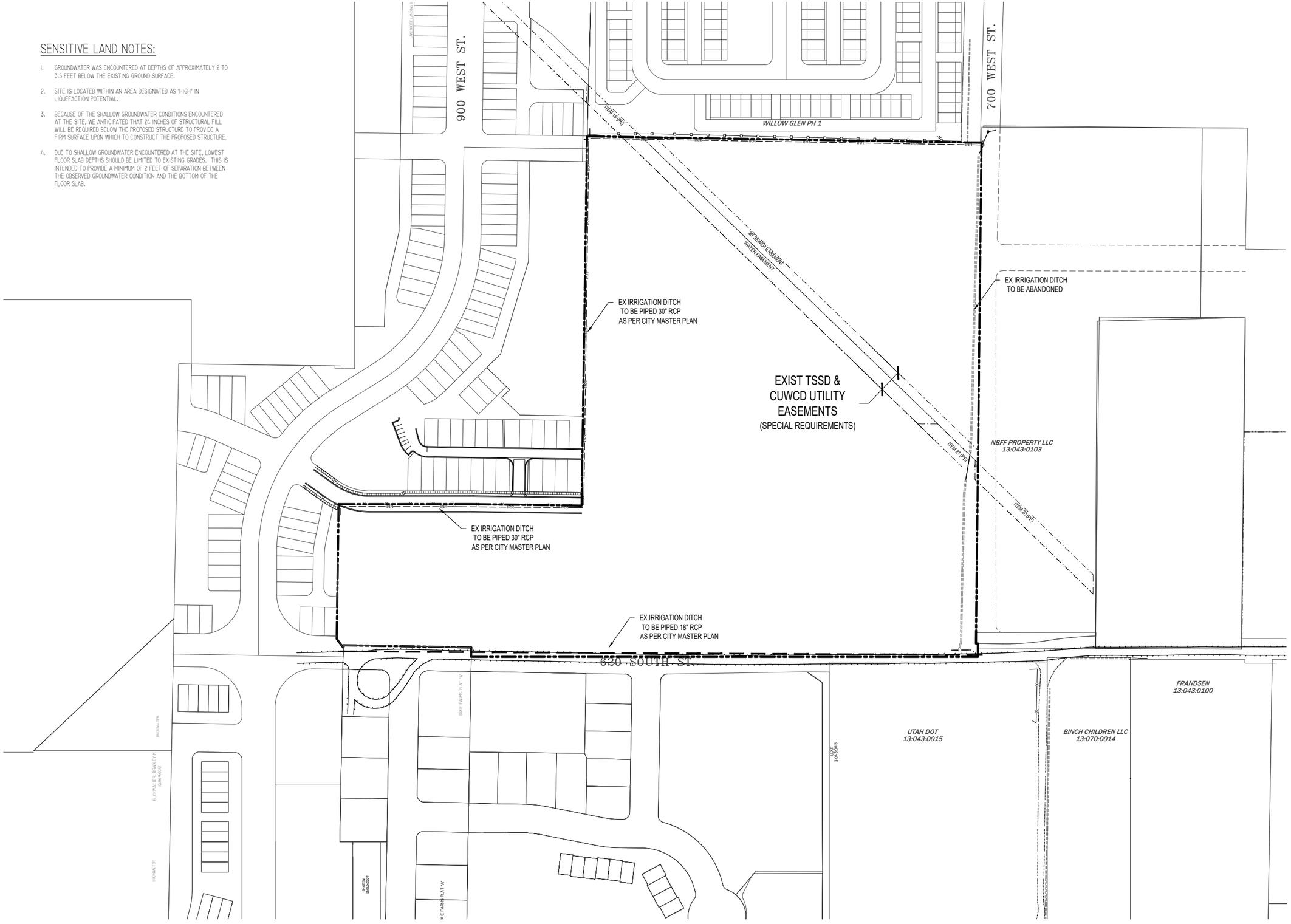
BOUNDARY MAP

SHEET NAME	SHEET NUMBER
EXHIBIT	*4*

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

SENSITIVE LAND NOTES:

1. GROUNDWATER WAS ENCOUNTERED AT DEPTHS OF APPROXIMATELY 2 TO 3.5 FEET BELOW THE EXISTING GROUND SURFACE.
2. SITE IS LOCATED WITHIN AN AREA DESIGNATED AS "HIGH" IN LIQUEFACTION POTENTIAL.
3. BECAUSE OF THE SHALLOW GROUNDWATER CONDITIONS ENCOUNTERED AT THE SITE, WE ANTICIPATED THAT 24 INCHES OF STRUCTURAL FILL WILL BE REQUIRED BELOW THE PROPOSED STRUCTURE TO PROVIDE A FIRM SURFACE UPON WHICH TO CONSTRUCT THE PROPOSED STRUCTURE.
4. DUE TO SHALLOW GROUNDWATER ENCOUNTERED AT THE SITE, LOWEST FLOOR SLAB DEPTHS SHOULD BE LIMITED TO EXISTING GRADES. THIS IS INTENDED TO PROVIDE A MINIMUM OF 2 FEET OF SEPARATION BETWEEN THE OBSERVED GROUNDWATER CONDITION AND THE BOTTOM OF THE FLOOR SLAB.



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DEVELOPMENT

MEADOWBROOK TOD

N

0 50 100 200 300

SCALE: 1"= 100'

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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

CONSTRAINTS MAP

SHEET NAME	SHEET NUMBER
EXHIBIT	5

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

GARDEN DISTRICT (DT)

GARDEN DISTRICT TABULATIONS

OVERALL DISTRICT AREA	*120.28 AC*	*100%*
PROJECT AREA	*26.02 AC*	*22%*



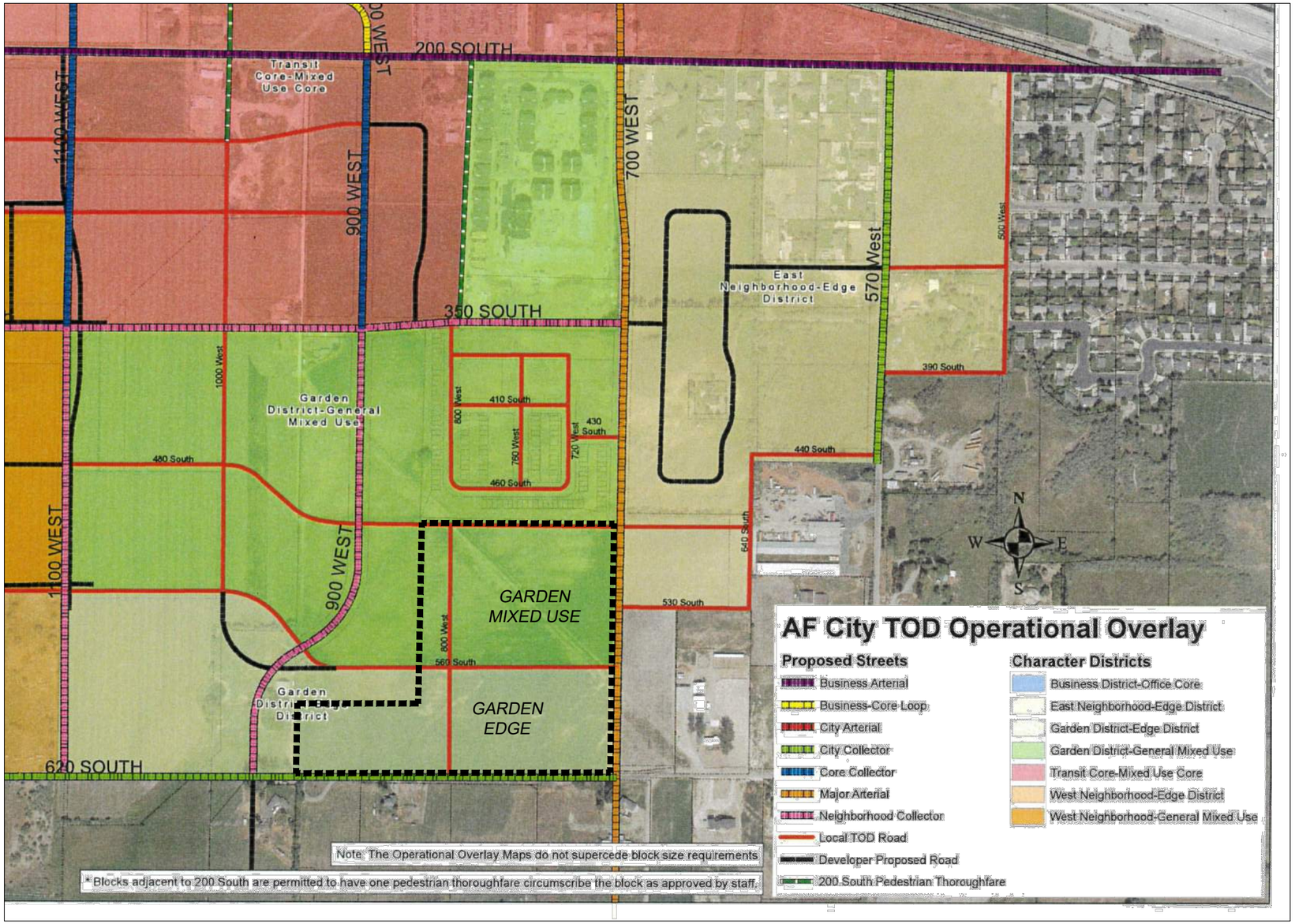
NEIGHBORHOOD EDGE (ST)

NEIGHBORHOOD EDGE OVERALL AREA	*37.63 AC*	*100%*
PROJECT AREA	*9.92 AC*	*26%*

GENERAL MIXED-USE (ST)

GENERAL MIXED-USE OVERALL AREA	*82.65 AC*	*100%*
PROJECT AREA	*16.10 AC*	*19.5%*

SUB-DISTRICT PLAN



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PROJECT

DISTRICT PLAN

DESCRIPTION

SUB-DISTRICT PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	*6A*

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

BLOCK A

	Total Acres	%	DENSITY		UNITS	ACTUAL
GROSS ACREAGE	1.08					
LOT TYPE 6 (0%- 5%)	0.00	0.0%	30	DU/AC	0	0
LOT TYPE 5 (30%-50%)	0.51	47.5%	20	DU/AC	10	10
LOT TYPE 4 (10%-40%)	0.34	31.4%	14	DU/AC	5	4
LOT TYPE 3 (0%-40%)	0.00	0.0%	8	DU/AC	0	0
CIVIC (10%-20%)	0.23	21.0%			0	-
TOTALS	1.08	100%			15	14

BLOCK B

	Total Acres	%	DENSITY		UNITS	ACTUAL
GROSS ACREAGE	9.15					
LOT TYPE 6 (0%- 5%)	0.00	0.0%	30	DU/AC	0	0
LOT TYPE 5 (30%-50%)	4.58	50.0%	20	DU/AC	92	73
LOT TYPE 4 (10%-40%)	3.66	40.0%	14	DU/AC	51	50
LOT TYPE 3 (0%-40%)	0.00	0.0%	8	DU/AC	0	0
CIVIC (10%-20%)	0.92	10.0%			0	-
TOTALS	9.15	100.0%			143	123

BLOCK C

	Total Acres	%	DENSITY		UNITS	ACTUAL
GROSS ACREAGE	2.46					
LOT TYPE 6 (0%- 5%)	0.00	0.0%	30	DU/AC	0	0
LOT TYPE 5 (30%-50%)	1.19	48.4%	20	DU/AC	24	24
LOT TYPE 4 (10%-40%)	0.83	33.8%	14	DU/AC	12	12
LOT TYPE 3 (0%-40%)	0.00	0.0%	8	DU/AC	0	0
CIVIC (10%-20%)	0.45	18.3%			0	-
TOTALS	2.46	100%			36	36

BLOCK D

	Total Acres	%	DENSITY		UNITS	ACTUAL
GROSS ACREAGE	10.13					
LOT TYPE 6 (0%- 5%)	0.00	0.0%	30	DU/AC	0	0
LOT TYPE 5 (30%-50%)	4.94	48.8%	20	DU/AC	99	98
LOT TYPE 4 (10%-40%)	3.62	35.8%	14	DU/AC	51	51
LOT TYPE 3 (0%-40%)	0.00	0.0%	8	DU/AC	0	0
CIVIC (10%-20%)	1.56	15.4%			0	-
TOTALS	10.13	100.0%			150	149

BLOCK E

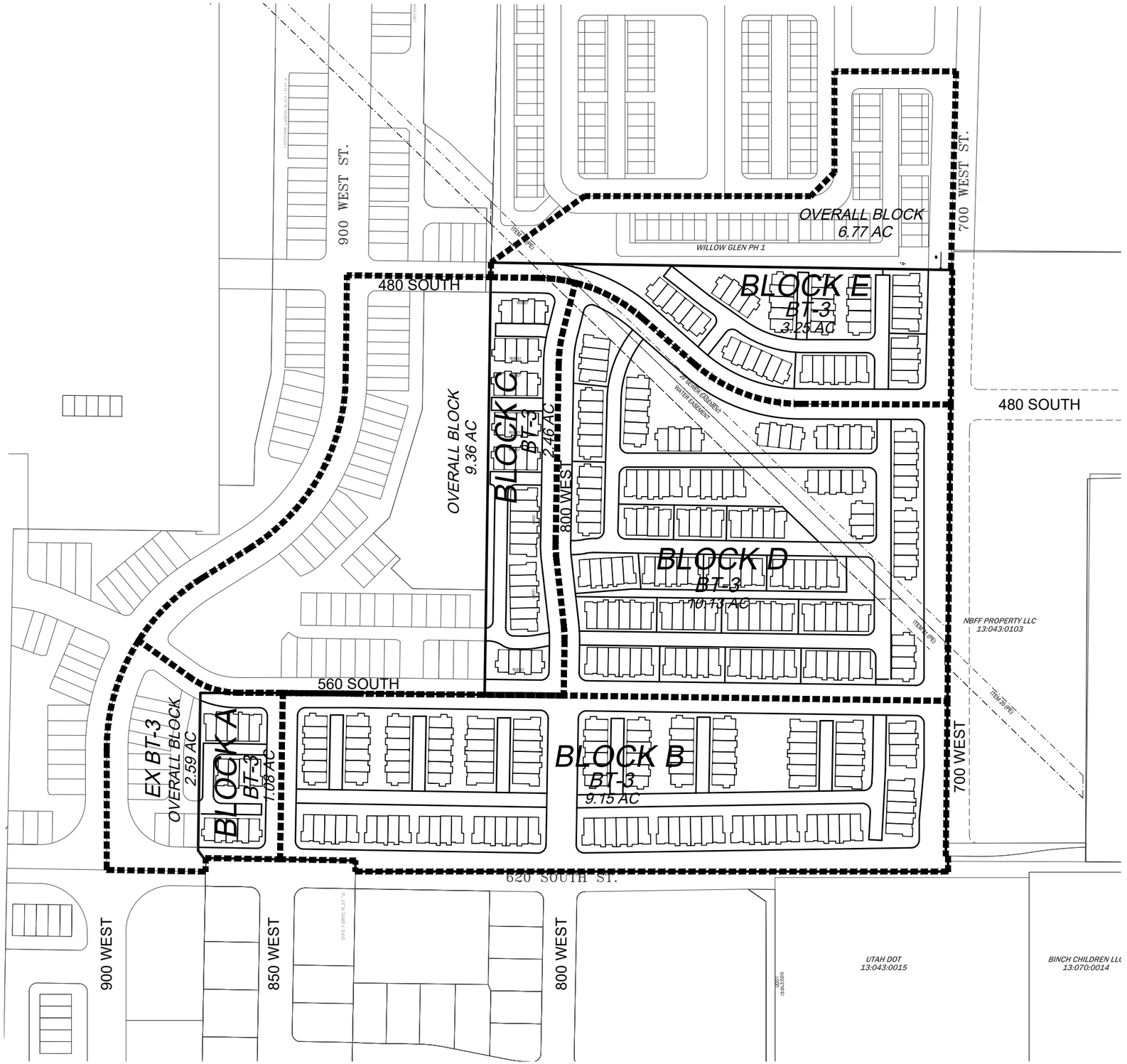
	Total Acres	%	DENSITY		UNITS	ACTUAL
GROSS ACREAGE	3.25					
LOT TYPE 6 (0%- 5%)	0.00	0.0%	30	DU/AC	0	0
LOT TYPE 5 (30%-50%)	1.56	48.1%	20	DU/AC	31	28
LOT TYPE 4 (10%-40%)	1.25	38.6%	14	DU/AC	18	18
LOT TYPE 3 (0%-40%)	0.00	0.0%	8	DU/AC	0	0
CIVIC (10%-20%)	0.43	13.4%			0	-
TOTALS	3.25	100.0%			49	46

LOT TYPE 6 (0%- 5%)	0	0
LOT TYPE 5 (30%-50%)	256	233
LOT TYPE 4 (10%-40%)	136	135
LOT TYPE 3 (0%-40%)	0	0

FRAMEWORK TABULATIONS

District		Block Type Percentages						Civic Open Space
		BT-1	BT-2	BT-3	BT-4	BT-5	BT-6	
Garden District								
Neighborhood Edge	ED-R	20 - 40%	10 - 40%	0 - 25%	N/A	N/A	N/A	10 - 20%
General Mixed-Use	MU-G	N/A	20 - 50%	10 - 40%	0 - 25%	N/A	N/A	10 - 20%
Office Core	OF-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mixed-Use	MU-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A

BLOCK-TYPE PLAN



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DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

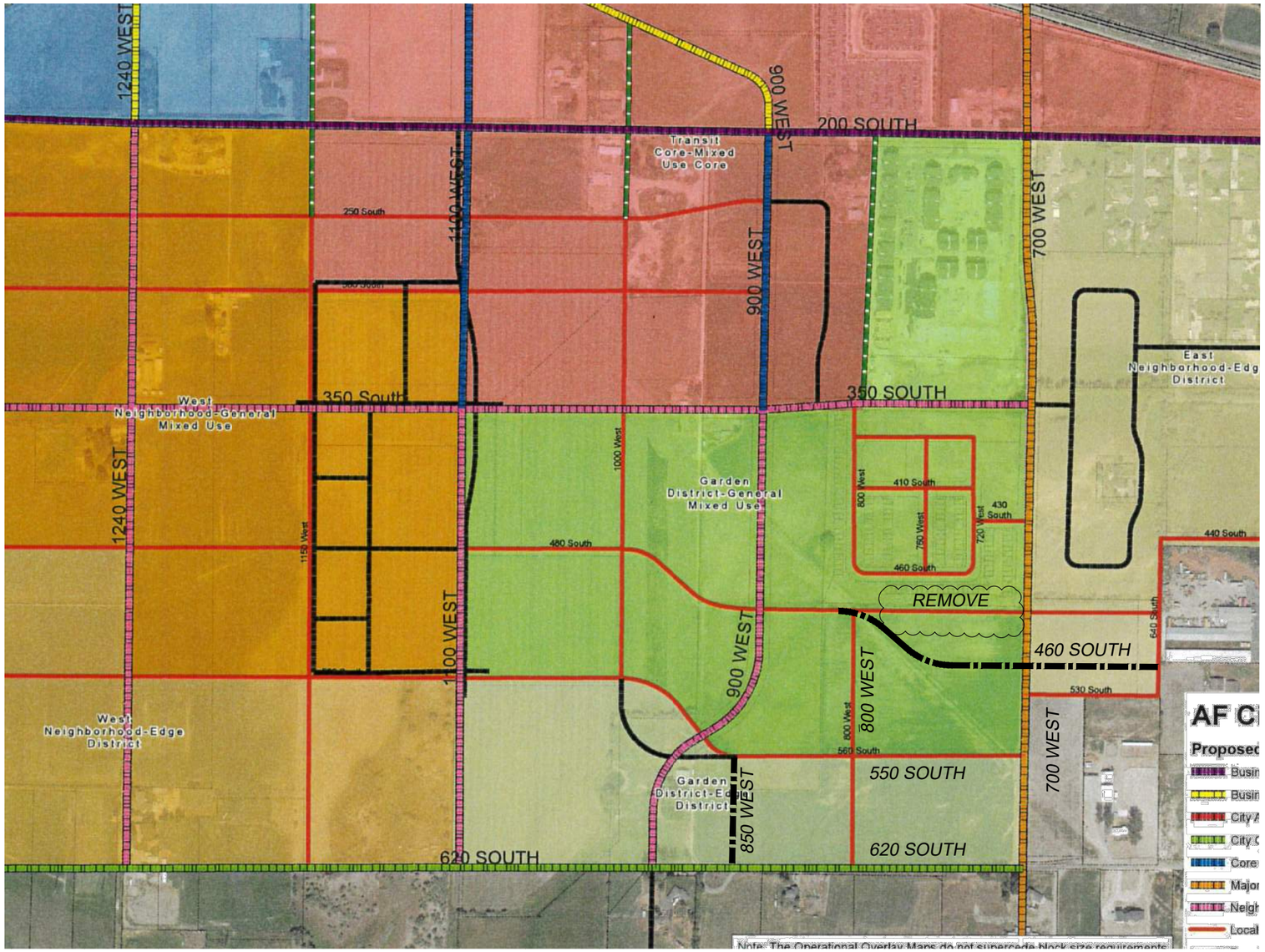
DISTRICT FRAMEWORK PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	6B

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

THOROUGHFARE

STREET	OWNERSHIP	RIGHT-OF-WAY	# OF VEHICLE LANES	THOROUGHFARE TYPE
700 WEST	PUBLIC	84'	4	ARTERIAL
620 SOUTH	PUBLIC	72'	2	COLLECTOR
460 SOUTH	PUBLIC	56'	2	STREET (ST)
550 SOUTH	PUBLIC	56'	2	STREET (ST)
800 WEST	PUBLIC	56'	2	STREET (ST
850 WEST	PUBLIC	56'	2	STREET (ST)



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PROJECT

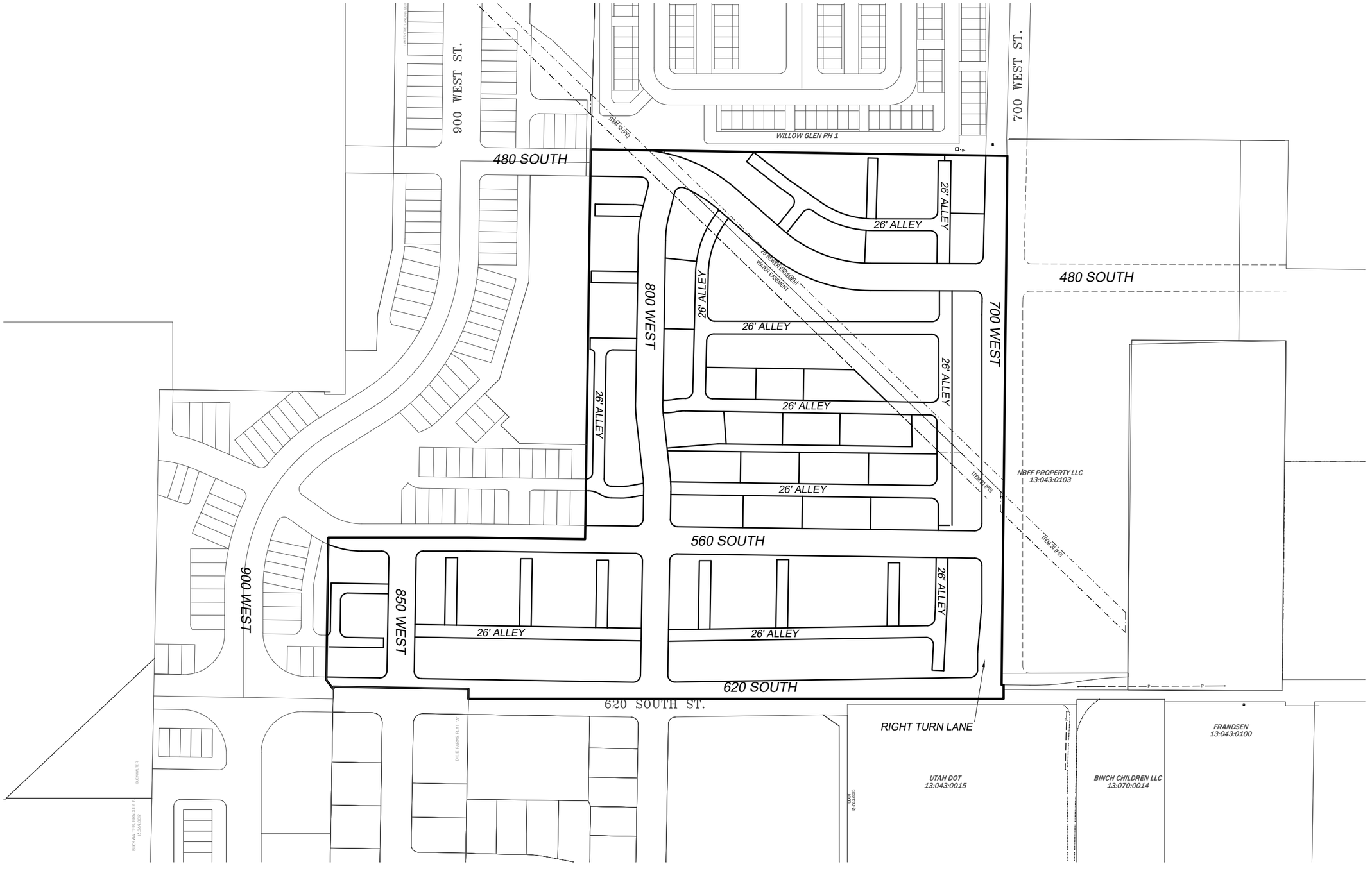
DISTRICT PLAN

DESCRIPTION

TRANSPORATION NETWORK PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	7

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



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PROJECT

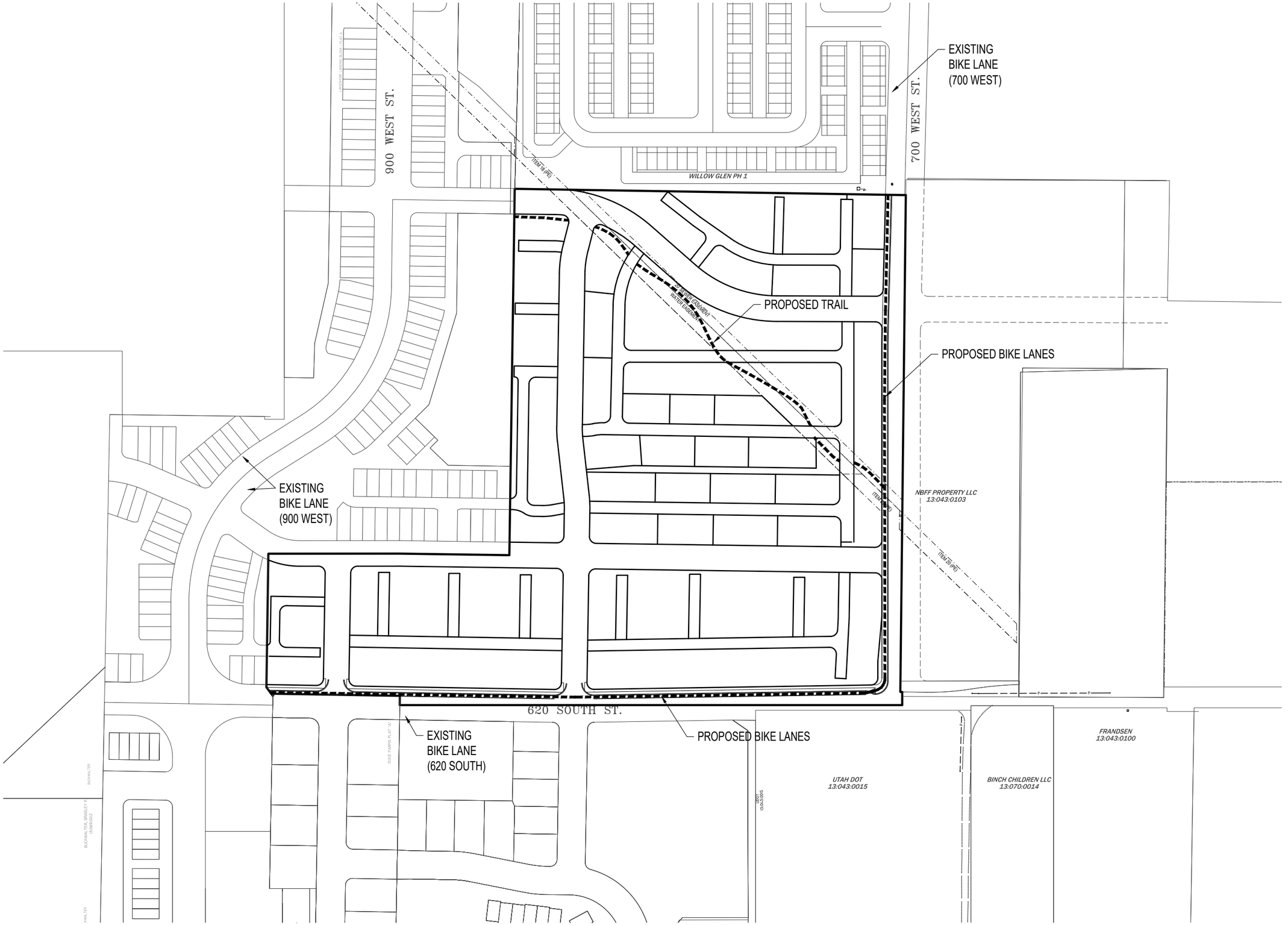
DISTRICT PLAN

DESCRIPTION

THOROUGHFARE NAMING PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	8

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



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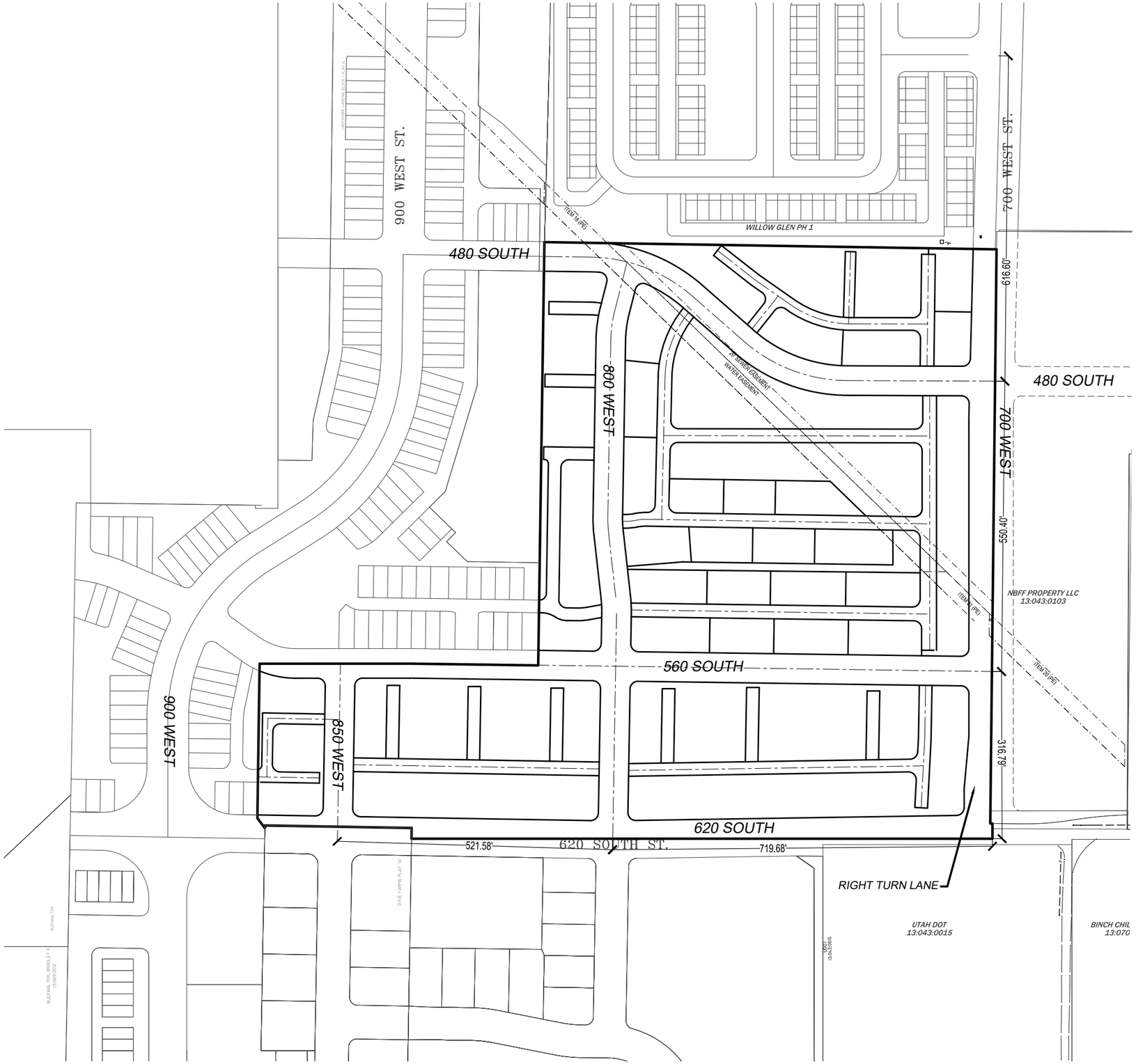
DISTRICT PLAN

DESCRIPTION

BICYCLE NETWORK PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	9

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

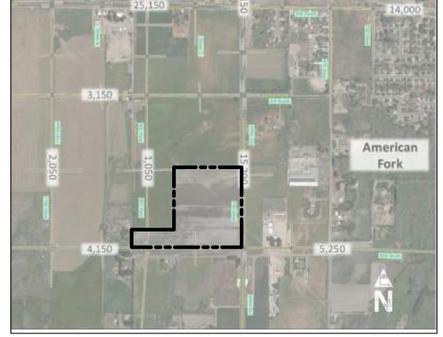


PRIMARY ACCESS

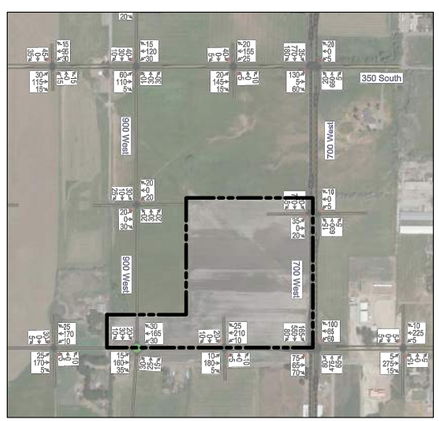
900 WEST, 700 WEST & 620 SOUTH WILL BE THE PRIMARY ACCESS TO THE DEVELOPMENT. CONSTRUCTION OF THESE PRIMARY ACCESS ROADS WILL BE REQUIRED AS PART OF THE DEVELOPMENT.

A DETAILED SITE SPECIFIC TRAFFIC STUDY IS REQUIRED WITH THE PRELIMINARY BLOCK PLAN. THIS PLAN WILL UPDATE THE TURNING COUNTS SHOWN BELOW.

TRAFFIC COUNT



TURNING COUNTS



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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

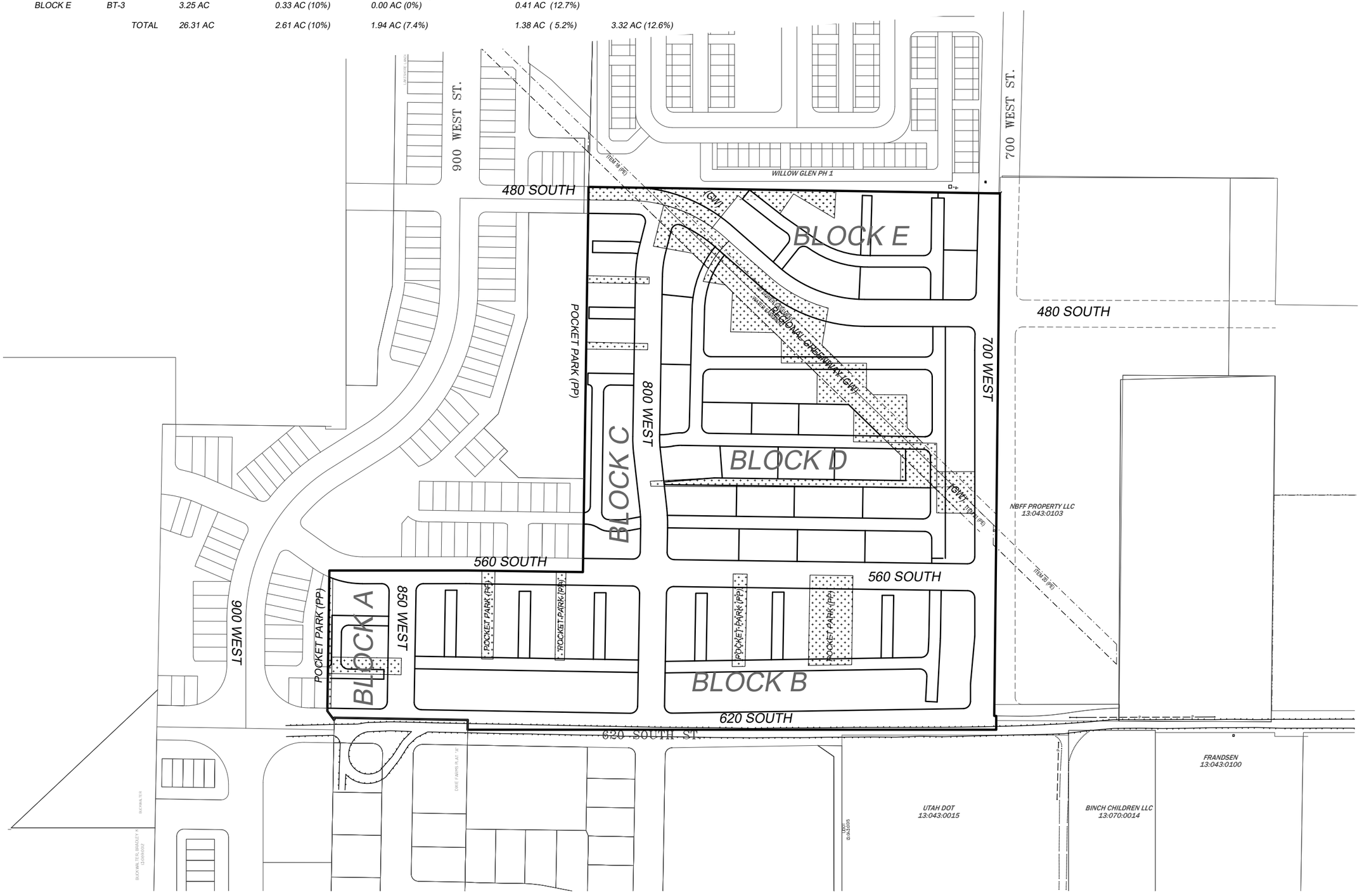
TRAFFIC STUDY

SHEET NAME	SHEET NUMBER
EXHIBIT	10

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

GARDEN DISTRICT (DT)

NAME	BLOCK TYPE	GROSS AREA	REQ'D CIVIC SPACE	PROVIDED TRAIL NETWORK	PROVIDED OPEN SPACE NETWORK	
BLOCK A	BT-3	1.07 AC	0.11 AC (10%)	0.00 AC (0%)	0.11 AC (10.0%)	
BLOCK B	BT-2	9.16 AC	0.92 AC (10%)	0.00 AC (0%)	0.72 AC (7.8.%)	
BLOCK C	BT-3	2.40 AC	0.24 AC (10%)	0.00 AC (0%)	0.14 AC (5.8%)	
BLOCK D	BT-3	10.13 AC	1.01 AC (10%)	1.94 AC (19.1%)	0.00 AC (0.0%)	
BLOCK E	BT-3	3.25 AC	0.33 AC (10%)	0.00 AC (0%)	0.41 AC (12.7%)	
	TOTAL	26.31 AC	2.61 AC (10%)	1.94 AC (7.4%)	1.38 AC (5.2%)	3.32 AC (12.6%)



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DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

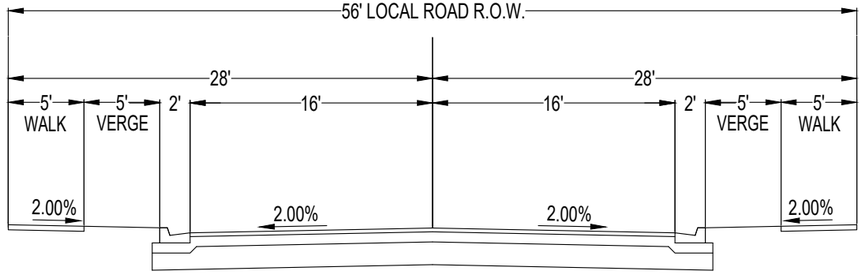
CIVIC DISTRICT PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	11

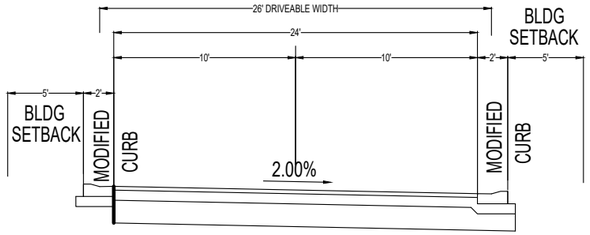
Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

LOCAL STREET CROSS SECTION

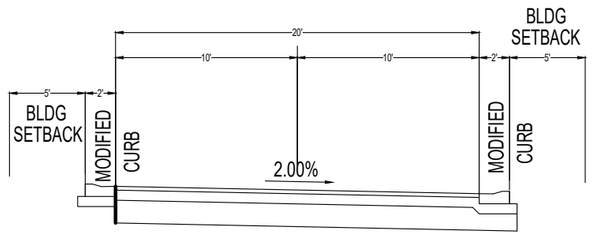
ALL OTHER STREETS



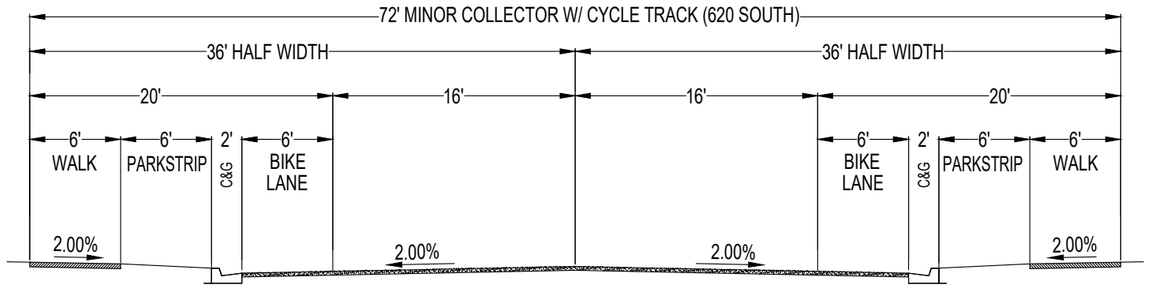
ALLEY CROSS SECTION



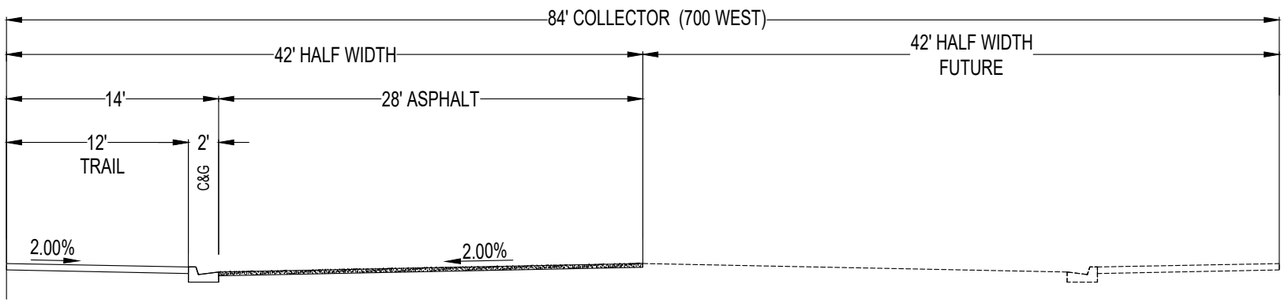
DRIVE CROSS SECTION



620 SOUTH STREET CROSS SECTION



700 WEST STREET CROSS SECTION



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PROJECT

DISTRICT PLAN

DESCRIPTION

THOROUGHFARE ASSEMBLIES

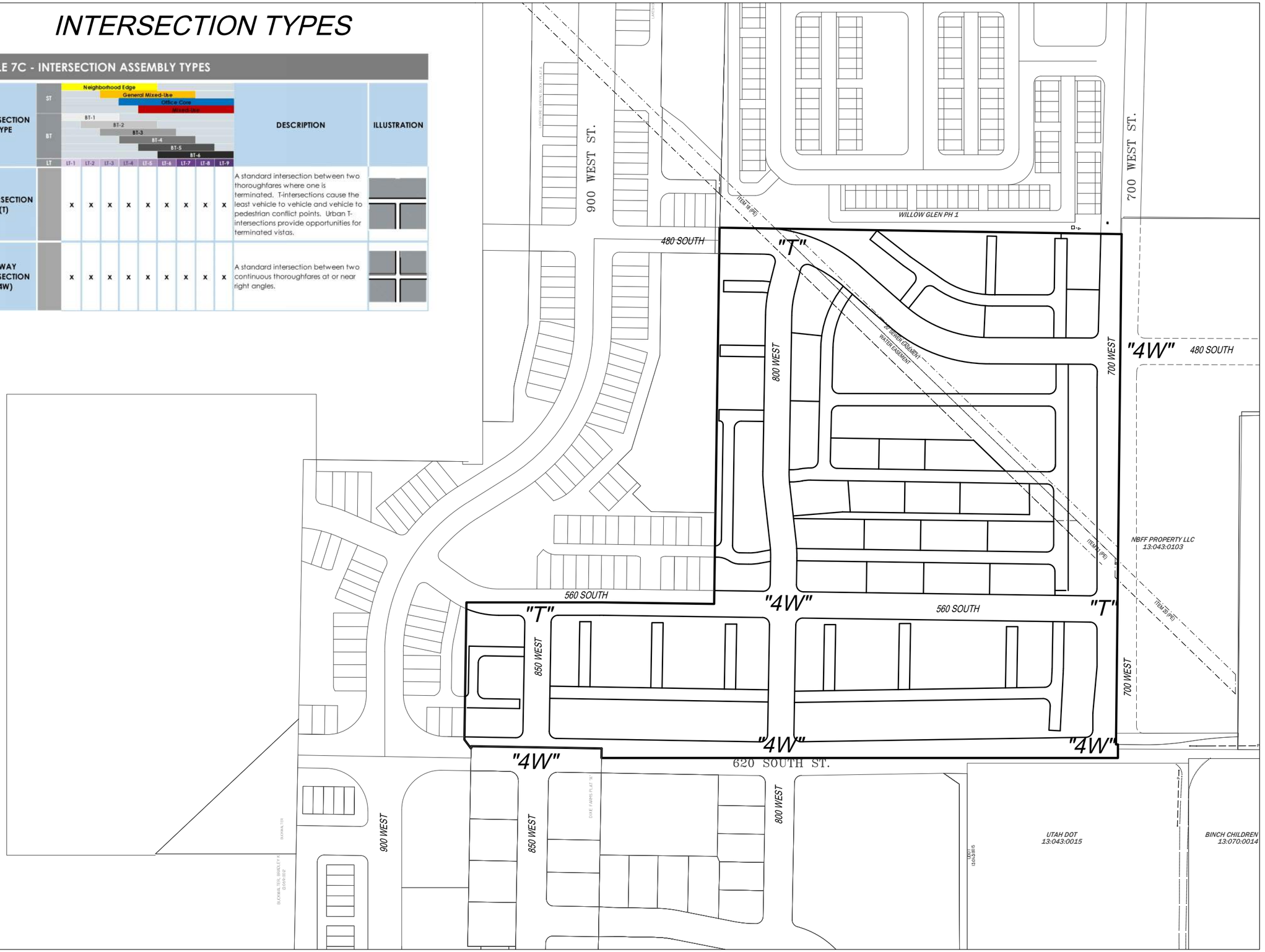
SHEET NAME	SHEET NUMBER
EXHIBIT	12

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

INTERSECTION TYPES

TABLE 7C - INTERSECTION ASSEMBLY TYPES

INTERSECTION TYPE	ST / BT / LT	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9	DESCRIPTION	ILLUSTRATION
T-INTERSECTION (T)		x	x	x	x	x	x	x	x	x	A standard intersection between two thoroughfares where one is terminated. T-intersections cause the least vehicle to vehicle and vehicle to pedestrian conflict points. Urban T-intersections provide opportunities for terminated vistas.	
4-WAY INTERSECTION (4W)		x	x	x	x	x	x	x	x	x	A standard intersection between two continuous thoroughfares at or near right angles.	



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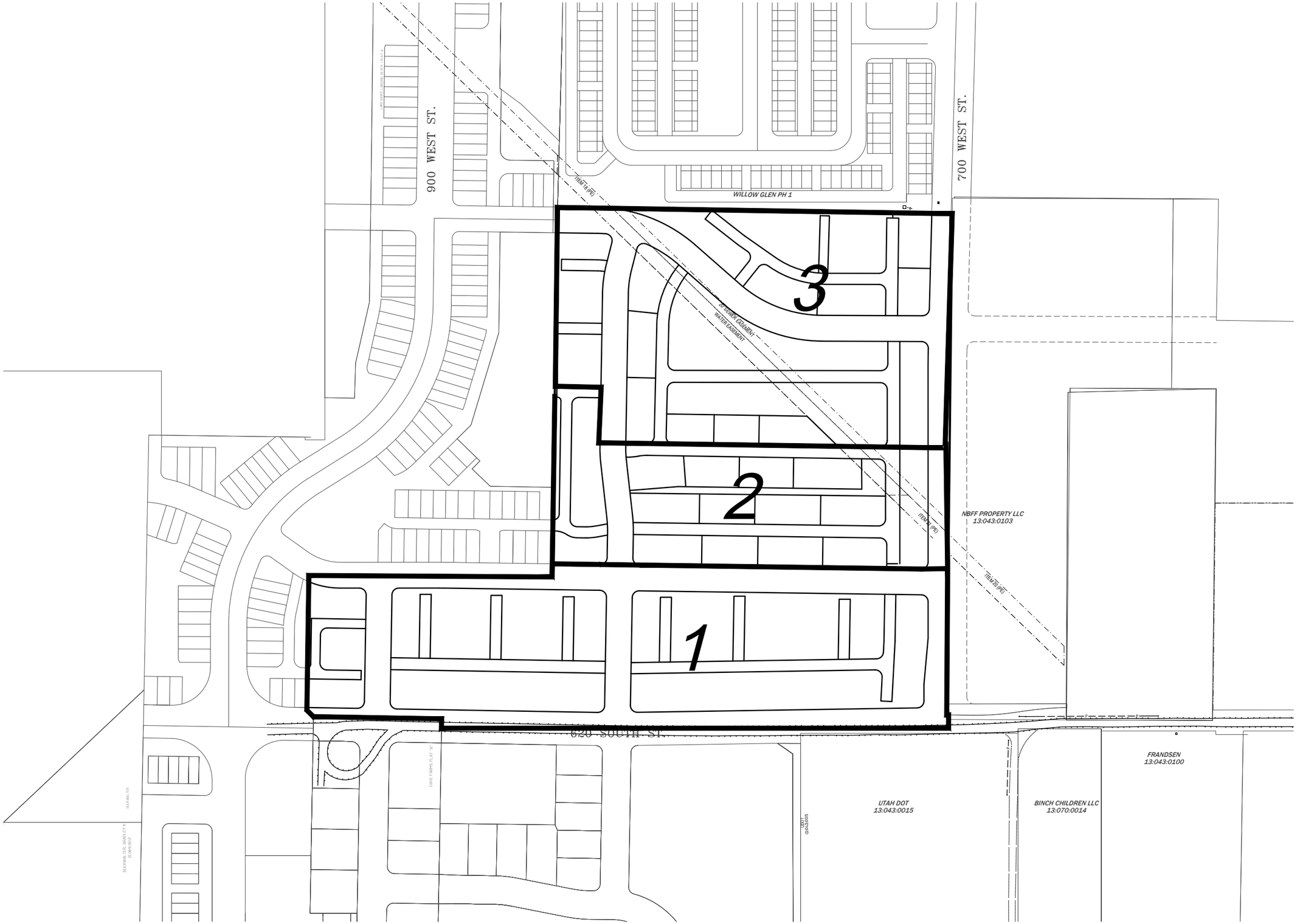
DISTRICT PLAN

DESCRIPTION

INTERSECTION ASSEMBLIES

SHEET NAME	SHEET NUMBER
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Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)



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DISTRICT PLAN

DESCRIPTION

PHASING PLAN

SHEET NAME	SHEET NUMBER
EXHIBIT	14

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

MINIMUM ARCHITECTURAL STANDARDS

1. ARCHITECTURAL STYLES MUST TIE TO REGIONAL PRECEDENT (WHAT HAS BEEN USED HISTORICALLY) AND NATURAL CONTEXT (ABILITY TO PLAY TO CLIMATE AND GEOGRAPHY).

2. USE EXTERIOR MATERIALS IN AN AUTHENTIC MANNER, CONSISTENT WITH THE ARCHITECTURAL STYLE, AND THEIR HISTORIC APPEARANCE/ PLACEMENT ON THE BUILDING.
   A. NO MORE THAN THREE WALL MATERIALS SHALL BE VISIBLE ON ANY EXTERIOR WALL (EXCLUDING THE FOUNDATION AND TRIM WORK).
   B. HEAVIER (LOAD BEARING) MATERIALS MUST BE CLOSER TO THE BASE OF THE BUILDING.
   C. CHANGE OF MATERIALS SHALL OCCUR NATURALLY (ACCORDING TO STYLE) RATHER THAN INDISCRIMINATELY.
      I. MATERIALS MUST WRAP OUTSIDE CORNERS; TERMINATION OF MATERIALS MUST OCCUR AT INSIDE CORNERS.
   D. CONSISTENT USE OF MATERIALS MUST OCCUR ON ALL BUILDING FACADES.
   E. COLORS FOR ALL EXTERIOR MATERIALS (SIDING, TRIM, BRICK, STONE, MORTAR, STUCCO, ETC.) MUST BE SELECTED APPROPRIATE TO THE BUILDING S ARCHITECTURAL STYLE AND TO LOCAL PRECEDENT.

3. STREETSCREENS, WHERE REQUIRED, SHOULD BE CONSTRUCTED OF A MATERIAL MATCHING THE ADJACENT BUILDING FACADE, A HEDGE, MASONRY OR STONE WALL, WROUGHT IRON OR DECORATIVE METAL FENCE NO LESS THAN 4 FEET IN HEIGHT.

4. BUILDING MECHANICAL EQUIPMENT AND REFUSE STORAGE MUST NOT BE LOCATED ALONG FRONTAGES.

5. CLOTHESLINES MUST NOT BE LOCATED ALONG FRONTAGES.

6. ALL OPENINGS, INCLUDING PORCHES, GALLERIES, DOORS AND WINDOWS, EXCEPT FOR SHOPFRONTS, MUST BE SQUARE OR VERTICAL IN PROPORTION.
   A. DOORS AND WINDOWS THAT OPERATE AS SLIDERS ARE PROHIBITED ALONG FRONTAGES, EXCEPT AT SHOPFRONTS.
   B. GLAZED OPENINGS ABOVE THE FIRST STORY MAY NOT EXCEED 60% OF THE TOTAL BUILDING WALL AREA AND 80% IN LT-8 AND LT-9, WITH EACH FACADE BEING CALCULATED INDEPENDENTLY.

7. PHOTO VOLTAIC (PV) SYSTEMS ALONG FRONTAGES MUST BE FLEXIBLE PANEL TYPE OR BUILDING INTEGRATED PHOTO VOLTAIC (BIPV), ATTACHED DIRECTLY TO THE ROOFING MATERIAL, PV ROOFING SHINGLES, OR OTHER CONDUCTING SYSTEM THAT APPLIES DIRECTLY TO ROOFING MATERIAL OR SHEATHING WITH LESS THAN ONE HALF INCH AVERAGE VERTICAL DIMENSION OR INTEGRATED INTO BUILDING SHADING DEVICES.

ADDITIONAL ARCHITECTURAL STANDARDS

THE FOLLOWING PLAN SHEETS SHOW THE PROPOSED ELEVATIONS FOR THE PROPOSED TOWNHOMES

Woodside® Homes
WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

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

DEVELOPMENT
MEADOWBROOK TOD

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

SEAL

ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT
DISTRICT PLAN

DESCRIPTION
ARCHITECTURAL STANDARDS

SHEET NAME	SHEET NUMBER
EXHIBIT	15A

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

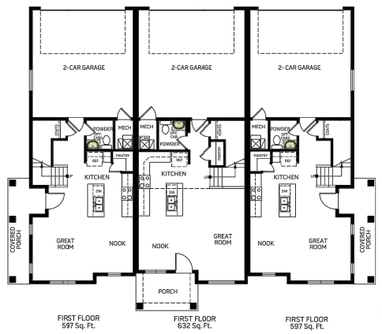
Woodside Homes
BETTER BY DESIGN

Legacy at Salt Point

3 Plex



Jefferson | Washington | Buchanan



FIRST FLOOR 597 Sq. Ft. | FIRST FLOOR 632 Sq. Ft. | FIRST FLOOR 597 Sq. Ft.

SALT POINT

Woodside Homes reserves the right to change elevations, specifications, materials and prices without notice. All square footages are approximate. Window location, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost on select homes. Renderings are artist's conception only.
Rev. 07/20

WoodsideHomes.com
3793 South 3250 West, West Haven, UT 84401

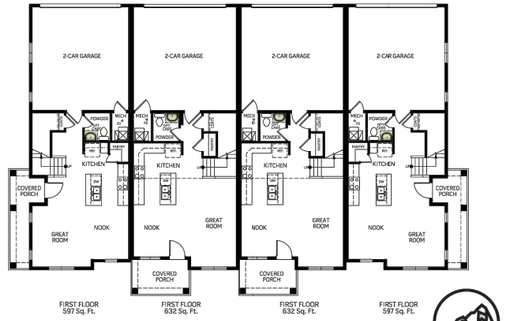
Woodside Homes
BETTER BY DESIGN

Legacy at Salt Point

4 Plex B



Jefferson | Washington | Washington | Jefferson



FIRST FLOOR 597 Sq. Ft. | FIRST FLOOR 632 Sq. Ft. | FIRST FLOOR 632 Sq. Ft. | FIRST FLOOR 597 Sq. Ft.

SALT POINT

Woodside Homes reserves the right to change elevations, specifications, materials and prices without notice. All square footages are approximate. Window location, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost on select homes. Renderings are artist's conception only.
Rev. 07/20

WoodsideHomes.com
3793 South 3250 West, West Haven, UT 84401

Woodside Homes
BETTER BY DESIGN

Legacy at Salt Point

5 Plex



Jefferson | Madison | Washington | Mckinley | Buchanan



FIRST FLOOR 597 Sq. Ft. | FIRST FLOOR 622 Sq. Ft. | FIRST FLOOR 632 Sq. Ft. | FIRST FLOOR 643 Sq. Ft. | FIRST FLOOR 597 Sq. Ft.

SALT POINT

Woodside Homes reserves the right to change elevations, specifications, materials and prices without notice. All square footages are approximate. Window location, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost on select homes. Renderings are artist's conception only.
Rev. 11/20

WoodsideHomes.com
3793 South 3250 West, West Haven, UT 84401

Woodside Homes
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Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD

berg
CIVIL ENGINEERING
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Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

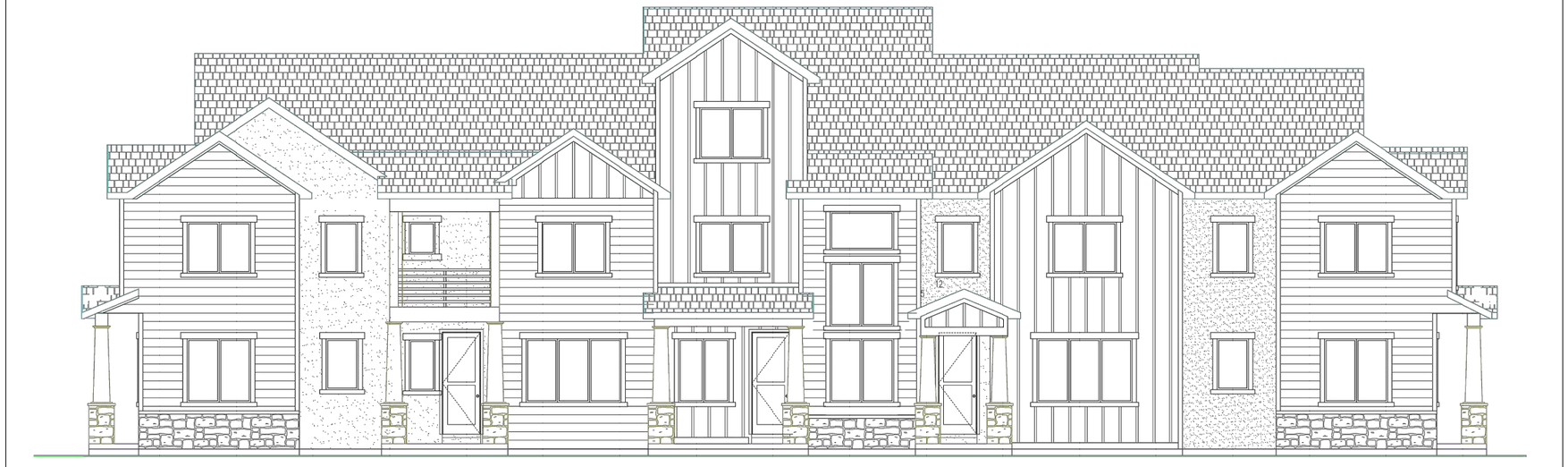
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ARCHITECTURAL STANDARDS

SHEET NAME	SHEET NUMBER
EXHIBIT	15B

Attachment: 03.29.22 - Meadowbrook District Framework Plan (Meadowbrook District Framework plan)







Woodside Homes

WOODSIDE HOMES OF UTAH
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DEVELOPMENT

MEADOWBROOK TOD

berg
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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

ARCHITECTURAL STANDARDS

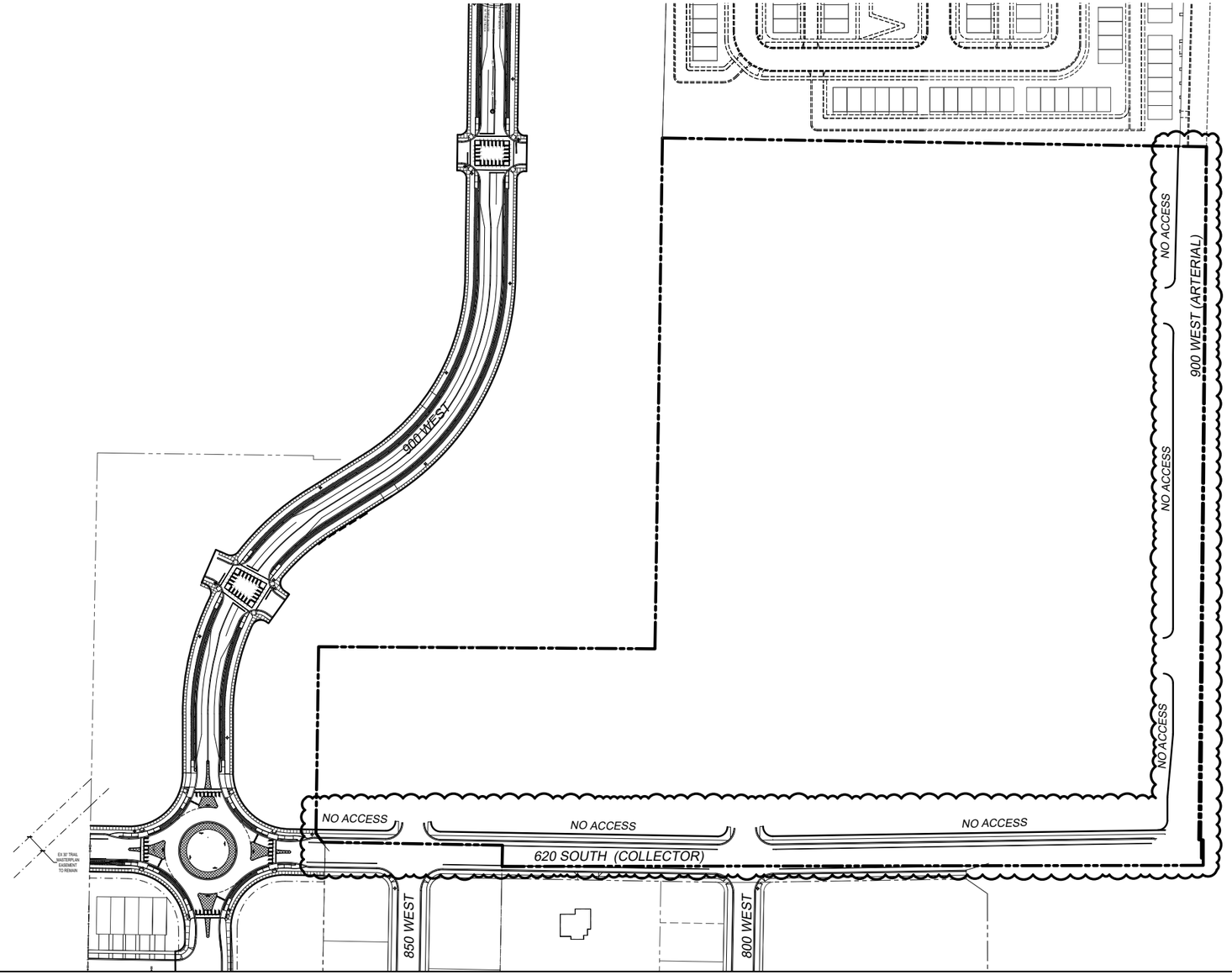
SHEET NAME	SHEET NUMBER
EXHIBIT	*15C*

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

SPECIAL CONDITION NARRATIVE:

700 WEST AND 620 SOUTH STREETS HAVE A SPECIAL CONDITION IN WHICH ACCESS TO THE PUBLIC ROAD IS RESTRICTED.

DUE THE LAYOUT OF THE ROADWAYS AND PROPERTY LINES THE BEST PRACTICE METHOD OF ACCESS WOULD BE A REAR LOT ALLEYWAY.



Woodside Homes
WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD

N

0 50 100 200 300

SCALE: 1"= 100'

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

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ACTION	DATE
DISTRICT PLAN	1/25/2022

PROJECT

DISTRICT PLAN

DESCRIPTION

SPECIAL REQUIREMENTS

SHEET NAME	SHEET NUMBER
EXHIBIT	16

Attachment: 03.29.22 - Meadowbrook District Framework plan (Meadowbrook District Framework Plan)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: March 2, 2022
STAFF PRESENTATION: Patrick O'Brien

AGENDA TOPIC: Hearing, review, and action on the Meadowbrook District Framework Plan, located in the area of 560 South 800 West, in the TOD (Transit Oriented Development) zone.

BACKGROUND INFORMATION					
Location:		Approximately 560 South 800 West			
Applicants:		Woodside Homes			
Existing Land Use:		Agriculture			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Agriculture and Residential			
	East	Agriculture			
	West	Residential			
Existing Zoning:		TOD (Transit Oriented Development)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	TOD			
	South	PR-3.0 Planned Residential and Unincorporated			
	East	RA-5 Residential Agricultural			
	West	TOD			
Land Use Plan Designation:		TOD (Transit Oriented Development)			
Zoning within Land Use Plan designation?		x	Yes		No

Background

The area comprising the NBFF District Framework Plan consists of approximately 26 acres. It is located in the area of 560 South 800 West. The entirety of the property lies within the Garden District. Within this district, the General Mixed-Use and Garden Edge sub-districts are present. South of this area, a traditional low-density 3 du/ac designation is present.

District Framework Plans are covered in Section 4 of the TOD Code. A District Framework Plan lays the overall groundwork, or backbone, of forthcoming development. District Framework Plans proceed through Planning Commission and ultimately City Council. Following approval of a District Framework Plan, subsequent development submittals are reviewed and either approved or denied by staff; the exception being formal subdivision plats, which still proceed through Planning Commission and City

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

Council. Per Section 4.01.3 of the Code, District Framework Plans expire 24 months after approval "if not acted upon further through the submittal of a block plan". Extensions may be granted by the Council, if requested and deemed appropriate.

Section 4.02 of the TOD Code outlines submittal requirements for a District Framework Plan. Those requirements, as well as submission materials particular to this District Framework Plan, are detailed below.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as "Transit Oriented Development". The District Framework Plan is consistent with the Land Use Plan designation.

Section 4.02 of the TOD Code, "Submission Requirements"

A District Framework Plan submittal must include the following exhibits:

a. Exhibit 1: Legal Description.

   A legal description of the area comprising the District Framework Plan has been submitted and labeled as Exhibit 1.

b. Exhibit 2: Boundary Survey.

   A boundary survey, highlighting the parcels included in the District Framework Plan, has been submitted and labeled as Exhibit 2.

c. Exhibit 3: Development Area Plan.

   The underlying Development Area Plan, adopted at the time of TOD Code approval, is provided and labeled as Exhibit 3. The area comprising the District Framework Plan is highlighted within the overall Development Area Plan; illustrating the district (Garden District). The sub-districts (General Mixed Use and Garden Edge) are illustrated and labeled on Exhibit 6A.

d. Exhibit 4: Boundary Map.

   Similar to the boundary survey provided in Exhibit 2, a boundary map has been submitted and labeled as Exhibit 4. Included in the boundary map is the following, as required:

   A constraints map is intended to identify areas such as flood plain, wetlands, water bodies, or other sensitive lands. A constraints map has been submitted and labeled as Exhibit 5. This map identifies the following constraints: existing irrigation ditches and existing TSSD and CUWCD easements. All future submittals will work within the parameters of this constraint.

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

e. Exhibit 6: District Framework Plan

A district framework plan has been submitted and labeled as Exhibit 6 (multiple pages). Included in the exhibit is the following, as required:

i. Block type boundaries and IDs and a data table including block type assignment and gross acreage of each block type. This has been illustrated in the exhibit. The area of this District Framework Plan falls within block types 2 and 3. Block type locations and gross acreage of each block type have been identified.

Of note: applicants request that block type 3 replace block type 2 on a small portion of the southwest corner of the site. This extension (block type 3) was approved with the ADG District Framework Plan (directly west), due to access restrictions off of 900 West, and for the allowance of rear-loaded product. Applicants request a similar extension of block type 3, to create consistency with the ADG Framework Plan; creating cohesive, consistent block types.

ii. Civic district boundaries, and a data table including types, acreages, and any assigned uses. Civic spaces, such as open space, is identified as a percentage of required open space: 10-20% for both sub-districts within the Garden District. It is too early in the process to identify where all open space will lie. Open space requirements will be met utilizing the allowable types of open space as identified in the TOD Code (Section 7). Staff will ensure open space types and percentages are met, through future submittals.

iii. A data table indicating the total aggregated gross acreage of each block type.

f. Exhibit 7: Transportation Network Plan

A transportation network plan has been submitted and labeled as Exhibit 7. Included in the exhibit is the following, as required:

i. A key showing the thoroughfare network of the governing development area plan and the transportation master plan. The thoroughfare network of the underlying development area plan is illustrated, along with the corresponding street types as identified in the City's Transportation Master Plan.

ii. Existing, new, and modified thoroughfares.
**Applicants request modifications of roads within the underlying operational overlay. They have coordinated with Engineering on these modifications; preserving the integrity of the underlying operational

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

overlay, as well as providing connections to adjacent properties. Engineering will discuss proposed modifications in greater detail.**

iii. New and modified intersections. Intersection assemblies are identified and provided for in Exhibit 13.

iv. Existing, new, and relocated major utility easements.

v. A data table including all thoroughfares within the character district, indicating ownership, right-of-way widths, number of vehicular lanes, thoroughfare type, and transportation provisions.

g. Exhibit 8: Thoroughfare Naming Plan

A thoroughfare naming plan has been submitted and labeled as Exhibit 8. Included in the exhibit is the following, as required:

i. Names for each thoroughfare within the character district in accordance with the City's street naming ordinance. Exhibit 8 indicates the names of thoroughfares provided. These names are in accordance with the City's street naming system.

h. Exhibit 9: Bicycle Network Plan

A bicycle network plan has been submitted and labeled as Exhibit 9. Included in the exhibit is the following, as required:

i. Existing and new bicycle networks. The exhibit notes existing bike lanes along 900 West, 700 West and 620 South as well as proposed trails and bike lanes.

i. Exhibit 10: Traffic Study

Preliminary projected traffic counts for the area have been provided and labeled as Exhibit 10.

j. Exhibit 11: Civic District Plan

An exhibit, noting the types of allowable open space within block types 2 and 3 has been presented. Exact locations and networks of open space will be identified in future reviews. Staff will ensure compliance with open space types, locations, and percentages in future reviews, pursuant to the applicable sections of the TOD Code.

k. Exhibit 12: Thoroughfare Assemblies

A thoroughfare assembly is provided and labeled as Exhibit 12. Cross-sections and assembly types are provided for neighborhood streets and neighborhood collectors, as identified in the exhibit.

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

l. Exhibit 13: Intersection Assemblies

An intersection assembly exhibit has been provided and labeled as Exhibit 13. Types of proposed intersections are identified.

m. Exhibit 14: Phasing Plan

A phasing plan, indicating phase boundaries and sequence of each phase, has been provided and labeled as Exhibit 14. The area will be developed in four phases, as indicated in the exhibit.

n. Exhibit 15: Detailed Architectural Standards

Conceptual architectural themes are provided and labeled as Exhibit 15. Refining of architectural standards and themes will be reviewed at future submittals. Themes are provided to give an idea of what may be placed within the area, per the block types found therein; however, approval of such standards is not part of a District Framework Plan approval.

o. Exhibit 16: Special Requirements.

As identified in previous exhibits, applicants request realignment of certain streets; extension of block type 3 to coincide with approval of block type 3 directly to the west (ADG DFP); The TOD Code allows Block Type 3 to be adjacent to single-family zoned properties (found directly south of the TOD overlay). Additionally, since 620 south is a minor collector with a separated cycle track as well as 700 West, no individual direct access from individual units will be permitted onto these streets. Exhibit 16 illustrates these requests.

FINDING OF FACT

After reviewing the application for District Framework Plan approval, the following finding of fact is offered for consideration:

1. The District Framework Plan complies with the applicable requirements set forth in Section 4 of the TOD Code.
2. The Planning Commission finds that the requests made by applicants (realignment of certain streets, and designations of block type 3) permissible.

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the Meadowbrook District Framework Plan, with the findings as outlined in the staff report, and subject to any findings, conditions and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the Meadowbrook District Framework Plan.

Findings of denial may be attached to a recommendation of denial.

TABLE

Mr. Chairman, I move that we table action on the Meadowbrook District Framework Plan.

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 3/2/2022

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

Project Name: Meadowbrook District Framework Plan

Project Address: 560 South 800 West

Developer / Applicant's Name: Woodside Homes

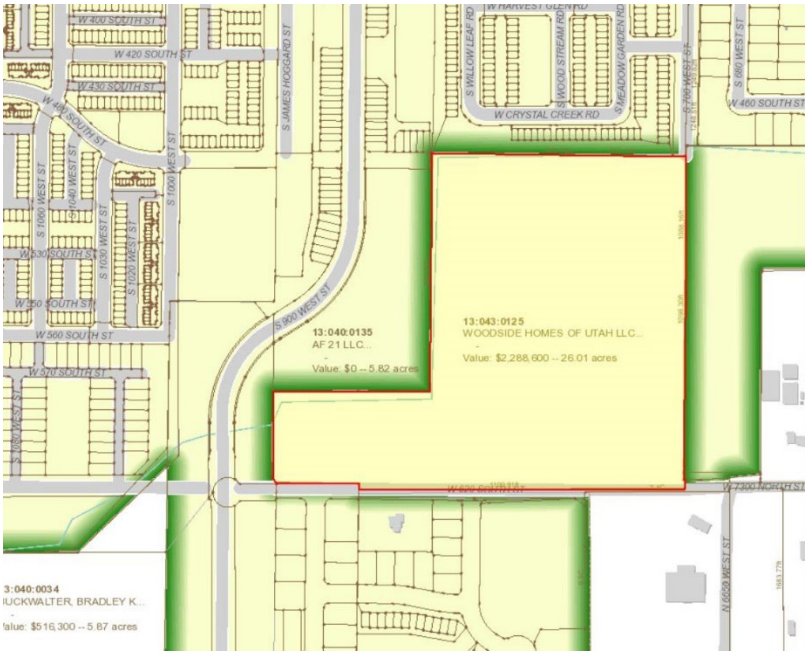
Type of Application:

- ☐ Subdivision Final Plat
- ☐ Subdivision Preliminary Plan
- ☐ Annexation
- ☐ Code Text Amendment
- ☐ General Plan Amendment
- ☐ Zone Change
- ☐ Commercial Site Plan
- ☒ District Framework Plan

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

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 3/2/2022 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 03.29.22 - Meadowbrook District Framework plan - staff report (Meadowbrook District Framework Plan)

APPROVED MINUTES

4. Hearing, review and action on a District Framework Plan for Meadowbrook, located at approximately 560 South 800 West in the TOD Transit Oriented Development zone

Mr. O'Brien informed commissioners that the area comprising the NBFF District Framework Plan consists of approximately 26 acres. It is in the area of 560 South 800 West. The entire property lies within the Garden District. Within this district, the General Mixed-Use and Garden Edge sub-districts are present. South of this area, a traditional low-density 3 dwelling units per acre designation applies. The area of this District Framework Plan falls between block types 2 and 3.
Applicants request that block type 3 replace block type 2 on a small portion of the southwest corner of the site. This extension of block type 3 was approved with the ADG District Framework Plan directly west. Applicants request a similar extension of block type 3 to create consistency with the ADG Framework Plan, creating cohesive, consistent block types. After discussion with city administration, staff recommended that developer follow their original proposal which also gives access to alleyways. We recommend that developers follow block type 3. Ms. Anderson wanted to clarify the difference between blocks 2 and 3.

Mr. O'Brien said that block 2 is located toward the edges of the districts, but this doesn't mean that the edges always have to be block type 2. Both are viable options here, both block types also allow the lot types that are before us. Details regarding the differences between block types 2 and 3 can be found in Table 40 in the TOD code.

Mr. Hunter displayed the road cross-sections, he wanted to address some of the challenges with this particular layout. 620 South 700 West cross-section modifications allow adopted protected bike lanes at the level of the road. The challenge is that the curb is the separation which restricts some access. Our Access Management Manual states that it is not recommended to have residential access on to the collector. This minor collector will continue and connect to 700 West, the right-of-way has been dedicated. This will maintain connectivity within the TOD. The proposal meets all engineering requirements.

Ms. Anderson asked if there will be other connector roads, and Mr. Hunter affirmed that 560 South & 480 South will be connectors. Ms. Anderson also expressed that she prefers no walls around developments and asked if there will be one.

Chairman Woffinden is also concerned about the fence along 620 South. He wants to be sure that it's one that kids can't get through.

Mr. Matthew Loveland of Woodside Homes is excited for this opportunity to provide this product. The developers also prefer not to do a wall, they want an open inviting streetscape. He stated that ultimately block type 3 and lot type 3 meet their needs best, single-family is a permitted use but not required.

Ms. Peay asked him to address the large easement in block D, she can't see if it continues.

Attachment: 03.29.22 - Meadowbrook District Framework Plan - PC Minutes (Meadowbrook District Framework Plan)

Mr. Ken Berg said that this is an existing TSSD sewer line and water conservancy district line. It cuts across and is a major utility and continues as a regional facility.
Chairman Woffinden felt that this kind of trail going along the power lines can be a good use.

Public Hearing Opened

Mr. Tyler Skidmore, resident, asked how far the bike path goes to the east.

Mr. Hunter replied that the master plan shows it extending all the way to the east side of the city, over the river to 100 East.

Mr. Skidmore said that he feels they've been lied to, there was supposed to be some separation between existing homes and townhomes, but they are closer than expected. 620 South is a major road. He asked if the TOD area has grown. Planning commissioners tell him it has not changed, he thought there would be more of a transition zone.

Mr. O'Brien said that the transition area is based on the zoning of the lots around it. Usually the transition areas start at the road, so here it would be beginning at 620 South.

Ms. Anderson said that townhomes are considered a transition area and are not high- density. These have front porches and are a big step towards a residential look.

Mr. Skidmore then expressed disapproval with the state of 200 South, and wonders if the city is trying to get money to fix it by allowing high-density development.

Ms. Theresa Chadwick, resident, wants a balance between single-family homes and high-density. She said that she knew there would be growth, buts she feels that the residents are transient without a vested interest in the area. Without single-family development, her concern is that there is not a good balance. She has two townhomes right behind her, she was promised there would be single-family dwellings.

Ms. Carolyn Lloyd, resident, lives directly south of the townhomes. There are probably 8 to 9 access points between her and the Skidmores. She feels that there's no transition, there's apartments and townhomes to the north. 620 South is a minor collector that allows townhomes instead of single-family like she was expecting.

Mr. James Carson lives on 620 South as well, residents chose a certain lifestyle when they moved there. Larger lots, horse property, etc. are a big part of their life and the transition scaling has been a joke. There is lots of traffic, it is really impactful and unfair. He was originally told there would be single- family homes there, but that's not the case and he doesn't know why, it would be feasible and fulfil the needs of long-term and new residents.

Public Hearing Closed

Attachment: 03.29.22 - Meadowbrook District Framework Plan - PC Minutes (Meadowbrook District Framework Plan)

Ms. Anderson expressed understanding as she lives on a minor collector road herself. When she first moved in she could see horse pasture and the lake. Eventually there will be a wall and a neighborhood in front of her house. It's difficult to separate what we want our surroundings to be and what we can control. The TOD zone probably wasn't explained as well as it should have been. Imagine how many people would be here tonight if there was a 6-story apartment building in your front yard. Townhomes are several steps removed from high- density. Our job is not to say what we want to be there, but if it follows the code that specifies if it is allowed to be there.

She also pointed out that growth in Utah is not always people who are looking for big lots and lots of land. Many people are looking for a nice house in a nice neighborhood with a smaller lot. She thinks they will find just as devoted people of good quality in new developments. The new development will be beautiful in a different way than what you would put on your lot. She appreciates their comments.

Mr. Frandsen said that those that have commented just want to know what the city considers a good transition. He was at the same meetings they were, he is also concerned about parking on 620 South as well. Further to the west he thinks the transition to single- family homes has happened. Is a single-family connected townhome what was advertised as single-family by the city? It is true that fidelity to the code is most important, but are we transitioning the way we want to?

Mr. Hunter said that there is a bike lane and a curb on 620 South, so there is no place to park on the street.

Ms. Anderson suggested looking at the TOD code again. The chairman agreed that it's a living document that can be better refined.

Mr. O'Brien said that the edge of the TOD zone allows a transition from high-density to low-density. The staff position is that coming down to the townhomes does constitute a transition. Outside the TOD zone we can transition to even larger lots.

Mr. Frandsen asked if rear-loading, connected townhomes are considered low- or medium-density? He expressed concern that they are being built in areas besides the TOD where they should not be.

Mr. O'Brien said they are usually low-density based on design. Lot type 3 allows 8 units per acre. There is a possibility to go lower depending the lot designation, but the idea of the TOD is to be close to transit hubs, not to have a traditional single -family lot where you have to drive everywhere. You're supposed to be able to leave your residence and be close to transportation hubs and amenities.

Ms. Anderson agreed and asked if there is a way to make rear- loading units on .12 acres look more like single-family.

Attachment: 03.29.22 - Meadowbrook District Framework Plan - PC Minutes (Meadowbrook District Framework Plan)

Mr. O'Brien replied that the rear-loading units required a lot type 3 in order to access the collector and the alleyway. This is required by a provision in the code. It seems to be a dispersal vs concentration issue.

Ms. Peay moved to table action on the Meadowbrook District Framework Plan based on concerns raised by Commissioner Frandsen.

Mr. Franndsen seconded the motion.

Mr. O'Brien reminded commissioners that their decision has to be made on whether the proposal fits with the code or not. He will review with the attorney how previous decisions were made but that doesn't affect this vote. He reminded commissioners that usually the motion to table is used for an incomplete proposal where something is missing and needs to be brought in. In his opinion this project meets code requirements.

Chairman Woffinden stated that commissioners vote on what is before us right now, and what is before us meets the code.

Ms. Peay moves to withdraw the tabling motion.

As Mr. Dudley understands it, the city didn't really have a say where the UTA station was placed. It didn't involve our general plan, and some high-density around the Trax line makes sense. He does feel like there has been confusion about how the TOD all works. He would like to table this because the neighboring property owners are also confused and there are opportunities to modify the current plan while still meeting the ordinance. He thinks maybe a little more time with the developers and the neighbors meeting might produce a solution.

Mr. O'Brien stated that the Planning Commission cannot request more. If they are already meeting code we get into dangerous legal territory by adding more requirements.

Mr. Dudley is confused about the code and thinks more time would help.

Mr. O'Brien said that because there are no additional items required to meet code, we must deny or recommend approval. Further, denying something that meets code would be appealed to city council.

Chairman Woffinden agreed that we are bound by the code.

Mr. O'Brien said that this is just a recommendation to the council. The Planning Commission is just the recommending body.

Mr. Dudley would like to have the applicant address some of the residents' concerns.
Mr. Loveland asked Mr. O'Brien if they could meet code by building apartments, and Mr. O'Brien agreed, stating that this is just a concept plan.

Attachment: 03.29.22 - Meadowbrook District Framework Plan - PC Minutes (Meadowbrook District Framework Plan)

APPROVED MINUTES

Mr. Frandsen suggested that neighbors can go to the city council next. The commissioners just give a recommendation.

Ms. Anderson agrees with the suggestion that the developer have conversations with the residents to see if there is anything they can do to make the transition feel more gradual to them. Is there any way to meet both desires? Mr. Dudley agrees with the suggestion.

Mr. Loveland wants it to be on the record that these are not rentals, these townhomes are owner-occupied. If the concern is about the quality of the families, they might possibly agree to a deed restriction against rental along 620 South.

Chairman Woffinden pointed out that neighborhoods change, his neighborhood used to be owner- occupied but now is mostly rentals.

Mr. Christiansen said that this discussion is close to going off the rails, we need to vote on what is before us.

Mr. Loveland talks about transition, there is an apartment complex right next to the townhomes, the townhomes are our buffer or transition between the apartments and the single- family homes. This was submitted a year ago, we need to be able to make progress.

Mr. Carson thinks they shouldn't move forward till they determine if there's a conflict of interest.

Chairman Woffinden said that as long as they follow the rules of the code, which they do, they are entitled to do what they want with their property

Ms. Anderson said that the code is the protection for the citizens.

Mr. Christiansen moves to recommend approval of the Meadowbrook District Framework Plan, with the findings as outlined in the staff report, and subject to any findings, conditions and modifications listed in the engineering report.

Ms. Anderson seconds the motion. Voting was as follows;

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Nay**
Jenny Peay	**Aye**

The motion passed.

Attachment: 03.29.22 - Meadowbrook District Framework Plan - PC Minutes (Meadowbrook District Framework Plan)

Chairman Woffinden agreed that this is not what the residents were promised years ago, the transition is not what they were promised.

Mr. Dudley works for Rocky Mountain Power and he remembers hearing a coworker say that it's better to do the legal and right thing than only the legal thing.

5. Other Business

Ms. Anderson will not be at the mid-March meeting.

Chairman Woffinden said that the council work session discussed signage requirements, it seems to be a mess so be aware of it.

Mr. Dudley said that with world events this week, he thanks anyone present who served the country militarily.

6. Review and action on the minutes of the February 16, 2022 Planning Commission Regular Session

Mr. Dudley moved to recommend approval of the minutes of the February 16, 2022 Planning Commission Regular Session.

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

Chairman Woffinden	**Aye**
Christine Anderson	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Abstain**

The motion passed.

7. Adjournment

Ms. Anderson motioned to adjourn.

Ms. Peay seconded the motion. All voted in favor.

Meeting adjourned at 8:30 pm.

Lisa Halversen, Administrative Assistant

Attachment: 03.29.22 - Meadowbrook District Framework Plan - PC Minutes (Meadowbrook District Framework Plan)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

Department Community Development **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on an amended final plat for Edgewater Townhomes at American Fork Plat 1A located in the area of 300 South 1160 West in the TOD zone.

SUMMARY RECOMMENDATION
Staff would recommend approval of the subdivision subject to the resolution of the property dispute along 1160 West prior to recording the plat. The planning commission recommended approval, with the stated condition, at the March 16, 2022, meeting.

BACKGROUND
On August 11, 2020, the city council approved the Edgewater Townhomes at American Fork Plat 1 subdivision, which was recorded on November 30, 2020. The applicant is requesting approval of an amended plat to create a common area and HOA from the previously approved plat. At the planning commission meeting, staff recommended denial of the amended plat as there were issues over ownership on 1160 West. The applicants were working with the adjacent property owner to correct the issue but felt they were close to a resolution and asked the city to move forward with approval. Staff was fine with conditioning the approval upon recording of the necessary deeds.

BUDGET IMPACT
NA

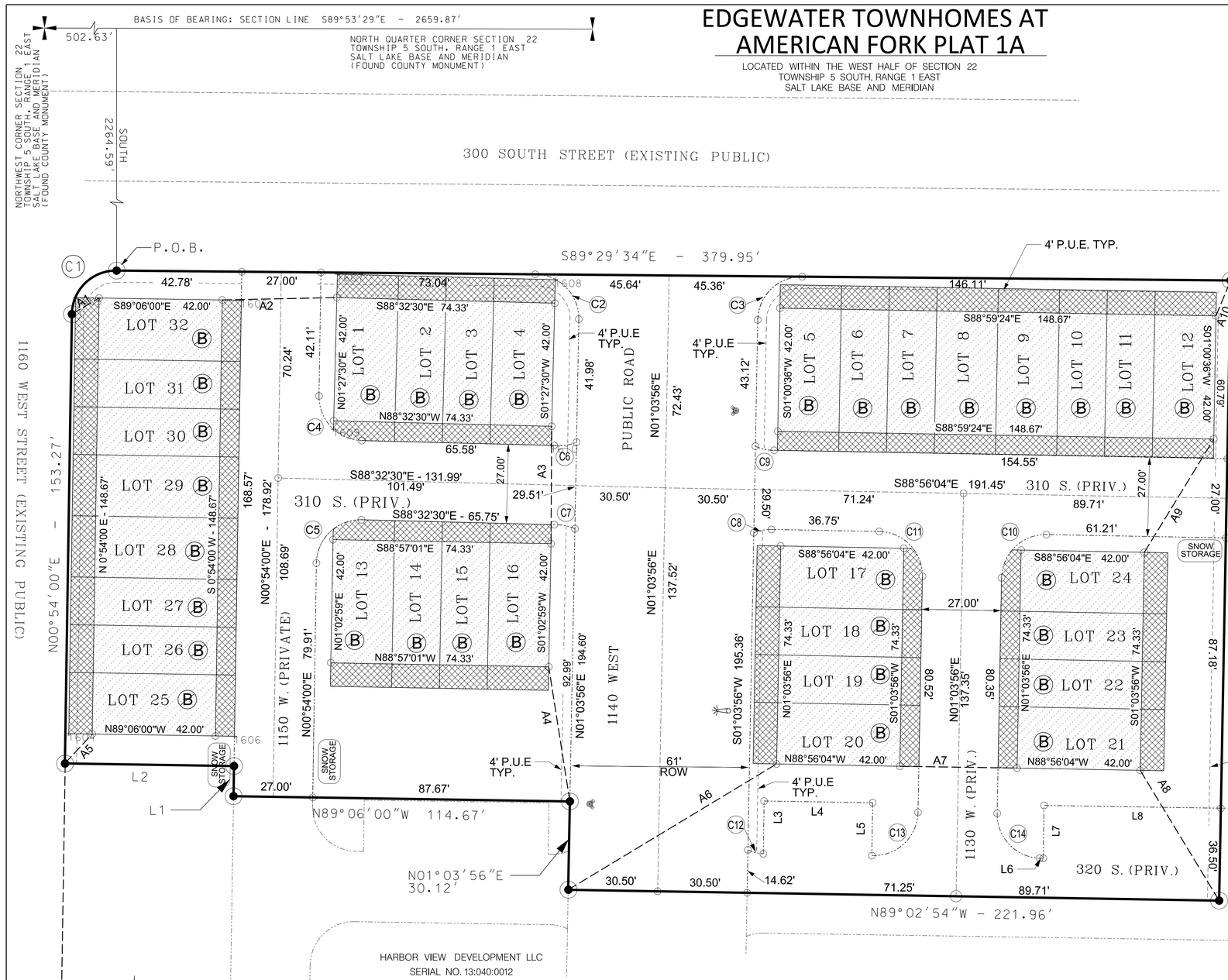
SUGGESTED MOTION
Move to approve the final plat of Edgewater Townhomes at American Fork Plat 1A located in the area of 300 South 1160 West in the TOD zone and authorize the mayor and council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to all conditions identified in the public record associated with the March 16, 2022, planning commission meeting and conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

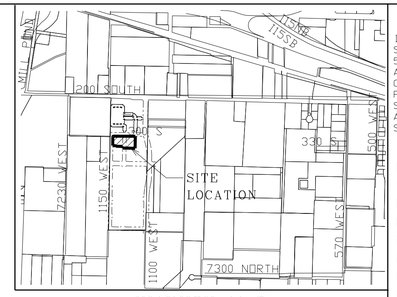
SUPPORTING DOCUMENTS

04.12.22 - Edgewater Townhomes at American Fork Plat 1A (PDF)
04.12.22 - Edgewater Townhomes at American Fork - Staff report (PDF)
04.12.22 - Edgewater Townhomes at American Fork Plat 1A - PC Minutes(PDF)

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 1A

LOCATED WITHIN THE WEST HALF OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN





VICINITY MAP

Curve Table					
Name	Delta	Radius	Length	Chord	Chord BRG
C1	89°36'26"	15.00	23.46	21.14	N 45°42'13" E
C2	90°33'30"	15.00	23.71	21.32	N 44°12'49" W
C3	89°26'30"	15.00	23.42	21.11	N 45°47'11" E
C4	89°26'30"	15.00	23.42	21.11	N 43°49'15" W
C5	90°33'31"	15.00	23.71	21.32	N 46°10'45" E
C6	29°43'30"	15.00	7.78	7.70	S 81°46'46" W
C7	27°37'09"	15.00	7.23	7.16	S 78°48'06" E
C8	23°34'41"	15.00	6.17	6.13	N 79°16'35" E
C9	25°09'45"	15.00	6.59	6.53	S 77°53'11" E
C10	90°00'00"	15.00	23.56	21.21	N 46°03'56" E
C11	90°00'00"	15.00	23.56	21.21	S 43°56'04" E
C12	20°50'12"	15.00	5.46	5.42	S 75°49'03" E
C13	91°44'41"	15.00	24.02	21.53	N 46°56'16" E
C14	89°02'27"	15.00	23.31	21.03	S 43°27'17" E

BUILDING COORDINATES		
Name	Length	Direction
A1	10.78	N 59°16'56" E
A2	39.07	N 88°49'01" E
A3	40.01	N 00°17'56" E
A4	46.45	N 08°53'07" W
A5	13.69	N 43°00'46" E
A6	83.01	N 58°52'43" E
A7	40.00	S 89°07'11" E
A8	51.92	S 31°11'26" E
A9	45.33	N 31°30'11" E
A10	13.06	N 22°34'50" E

Line Table		
Name	Length	Direction
L1	10.27	N 00°54'00" E
L2	57.68	N 89°06'00" W
L3	17.98	N 0°54'00" E
L4	37.00	S 89°06'00" E
L5	17.99	S 0°54'00" W
L6	1.22	S 89°06'00" E
L7	18.00	N 0°54'00" E
L8	60.29	S 89°06'00" E

Lot Addresses	
Lot	Address
1	1148 West 310 South
2	1146 West 310 South
3	1144 West 310 South
4	1142 West 310 South
5	1138 West 310 South
6	1136 West 310 South
7	1134 West 310 South
8	1132 West 310 South
9	1128 West 310 South
10	1126 West 310 South
11	1124 West 310 South
12	1122 West 310 South
13	1149 West 310 South
14	1147 West 310 South
15	1143 West 310 South
16	1141 West 310 South
17	312 South 1130 West
18	314 South 1130 West
19	316 South 1130 West
20	318 South 1130 West
21	317 South 1130 West
22	315 South 1130 West
23	313 South 1130 West
24	311 South 1130 West
25	318 South 1150 West
26	316 South 1150 West
27	314 South 1150 West
28	312 South 1150 West
29	308 South 1150 West
30	306 South 1150 West
31	304 South 1150 West
32	302 South 1150 West

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 147089 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Beginning at a point on the southern right of way line of 300 South which is South 89°53'29" East along the section line 502.63 feet and South 2264.59 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°29'34" East 379.95 feet along said right of way line; thence South 01°03'56" West 211.47 feet; thence North 89°02'54" West 221.96 feet; thence North 01°03'56" East 30.12 feet; thence North 89°06'00" West 114.67 feet; thence North 00°54'00" East 10.27 feet; thence North 89°06'00" West 57.68 feet more or less to the eastern right of way line of 1150 West; thence North 00°54'00" East 153.27 feet along said right of way line; thence along the arc of a 15.00 foot radius curve to the right 23.46 feet through a central angle of 89°36'26", the chord bears North 45°42'13" East 21.14 feet to the point of beginning.
Area = 1.768 Acres
of Lots = 32

DATE

ROGER D. DUDLEY
(SEE SEAL BELOW)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO EDGEWATER AT AF HOMEOWNERS ASSOCIATION INC. WITH ADDRESS OF 1983 NORTH 1120 WEST, PROVO, UTAH 84604.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20__

ACKNOWLEDGEMENT

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

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

APPROVED BY ENGINEER

ATTEST CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

NOTE:
1) ALL COMMON AND LIMITED COMMON AREAS ARE A PUBLIC UTILITY EASEMENT, CITY UTILITY EASEMENT, A PUBLIC ACCESS & PARKING EASEMENT & LANDSCAPING EASEMENT.

2) OPEN SPACE & COMMON AREA IS DEDICATED TO THE EDGEWATER TOWN HOMES AT AMERICAN FORK HOME OWNERS ASSOCIATION INC.

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

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

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

6) BENCHMARK USED: NW CORNER SEC 22 ELEV. 4524.26 (NGVD 29 ELEVATION).

7) SEE SHEET 2 FOR BUILDING DIMENSIONS

ZONE: TRANSIT CORE-MIXED USE CORE
FLOOD ZONE X

LEGEND
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- FUTURE PLAT LINE
- RIGHT OF WAY
- ROAD CENTERLINE
- SECTION TIE LINE
- 5/8" x 24" REBAR & PLASTIC CAP OR RIVET IN CURB
- SUBDIVISION BNDRY CORNER
- SECTION CORNER
- QUARTER SECTION CORNER
- STREET LIGHT
- FIRE HYDRANT
- (B) NO BASEMENT ALLOWED

LEGEND
- PRIVATE OWNERSHIP
- LIMITED COMMON = LC
- COMMON AREA

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

SEWER / WATER AUTHORITY APPROVA

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

SEWER / WATER AUTHORITY

REGISTERED LAND SURVEYOR No. 147089 Roger D. Dudley STATE OF UTAH

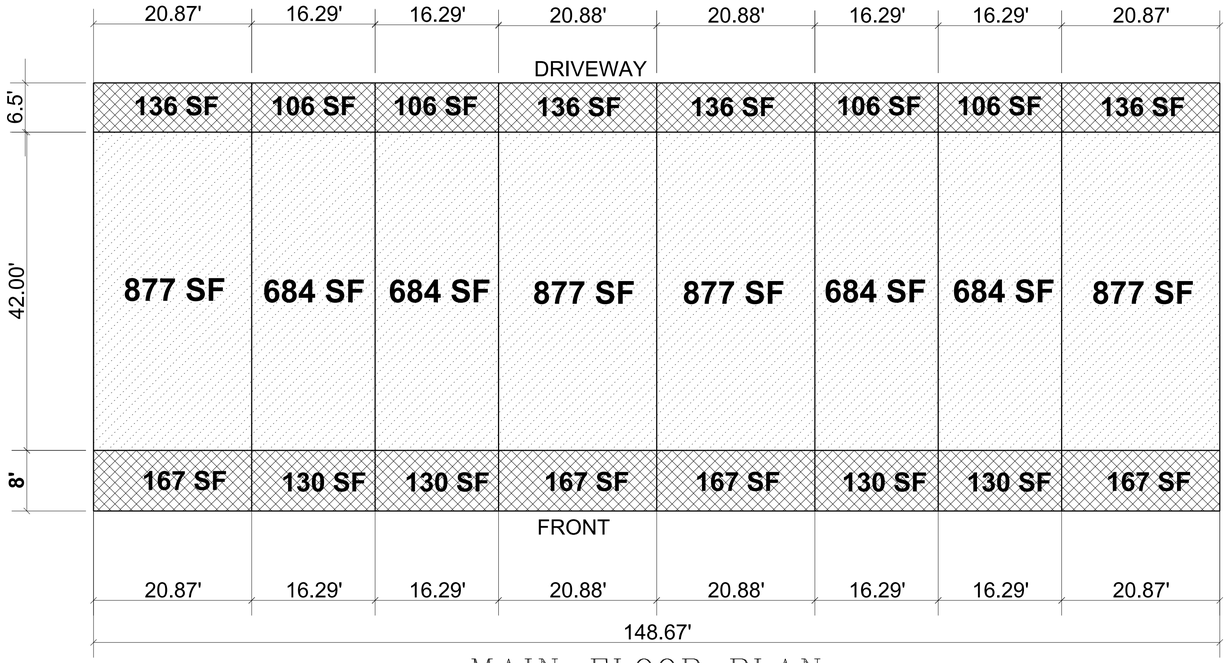
EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 1A

INCLUDING A VACATION OF PLAT 1 OF EDGEWATER TOWNHOMES AT AMERICAN FORK SUBDIVISION
(SHEET 1 OF 2)
AMERICAN FORK CITY UTAH COUNTY, UTAH
SCALE: 1" = 20 FEET

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

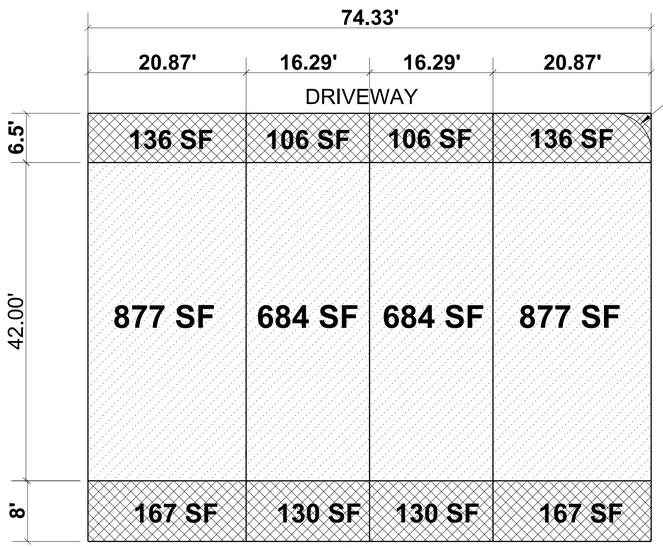
Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 1A (Edgewater Townhomes at American Fork Plat 1A)



MAIN FLOOR PLAN

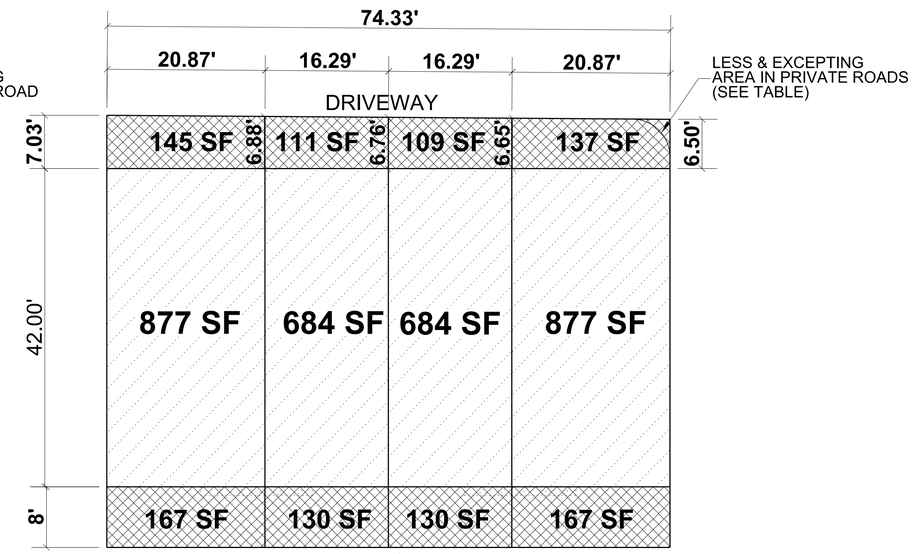
8-PLEX (LOTS 5-12)

LESS & EXCEPTING IN PRIVATE DRIVES
LOT #
1
13
17
24



MAIN FLOOR PLAN

4-PLEX (LOTS 1-4,17-32)



MAIN FLOOR PLAN

4-PLEX (LOTS 13-16)

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON = LC
- COMMON AREA

COUNTY RECORDER

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 1A

INCLUDING A VACATION OF PLAT 1 OF EDGEWATER TOWNHOMES AT AMERICAN FORK SUBDIVISION

(SHEET 2 OF 2)

AMERICAN FORK CITY UTAH COUNTY, UTAH

SCALE: 1" = 20 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 1A (Edgewater Townhomes at American Fork Plat 1A)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: 16th March, 2022
STAFF: Patrick O'Brien

AGENDA TOPIC:

Hearing, review, and action on an amended plat for Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone.

Hearing, review, and action on an amended plat for Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone.

Hearing, review, and action on an amended plat for Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone.

BACKGROUND INFORMATION		
Location:		1160 West 300 South
Applicants:		Krisel Travis/D.R. Horton
Existing Land Use:		TOD – Transit Oriented Development
Proposed Land Use:		
Surrounding Land Use:	North	TOD - Transit Oriented Development
	South	TOD - Transit Oriented Development
	East	TOD - Transit Oriented Development
	West	TOD - Transit Oriented Development
Existing Zoning:		TOD - Transit Oriented Development
Proposed Zoning:		
Surrounding Zoning:	North	TOD - Transit Oriented Development
	South	TOD - Transit Oriented Development
	East	TOD - Transit Oriented Development
	West	Unincorporated County/RA-5

Background

The applicant proposes to amend a previously approved plat. The purpose of this approval is to create common area and HOA from the already approved plats.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 1A)

Sec 17.7.217 Amendments

A large-scale development which has been approved by the city may be amended as follows:

1. Technical correction. Where the proposed amendment is incidental in character and/or is determined by the city engineer to be technical in character, and do not affect the layout or content of the approved plan or require the recording of replacement plat at the office of the county recorder, the amendment may be approved by the city staff member (city engineer, city planner, building inspector, etc.) having responsibility for review of the proposed amendment.
2. Minor correction. Where the proposed amendment involves limited changes to the layout of the project (i.e., incidental adjustments to a building footprint, minor adjustments in the landscape treatment of an open space area, a change of materials for a fence, etc.) and, in the opinion of the planning commission, do not affect the layout of the project plan or require the recording of a replacement plat at the office of the county recorder, the amendment may be approved by action of the planning commission and city council without the necessity of advertising and conducting a public hearing on the matter.
3. Major correction. Any proposed amendment not determined to be a technical or minor correction shall be a major correction and shall follow the process required for approval of a new project.
4. Final plat amendments. In addition to the above, any amendment to a large-scale development which requires amendment of a subdivision plat or record of survey map (condominium plat) which has been recorded at the office of county recorder, shall conform to the provisions of state law regarding amendment of recorded plats.

STAFF RECOMMENDATION:

Plat 1A – Deny
Plat 2A – Deny
Plat 3A – Approval

POTENTIAL MOTIONS – PLAT 1A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 1A)

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

POTENTIAL MOTIONS – PLAT 2A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 1A)

POTENTIAL MOTIONS – PLAT 3A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 1A)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 3/16/2022

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

Project Name: Edgewater Plat 1A, 2A, 3A

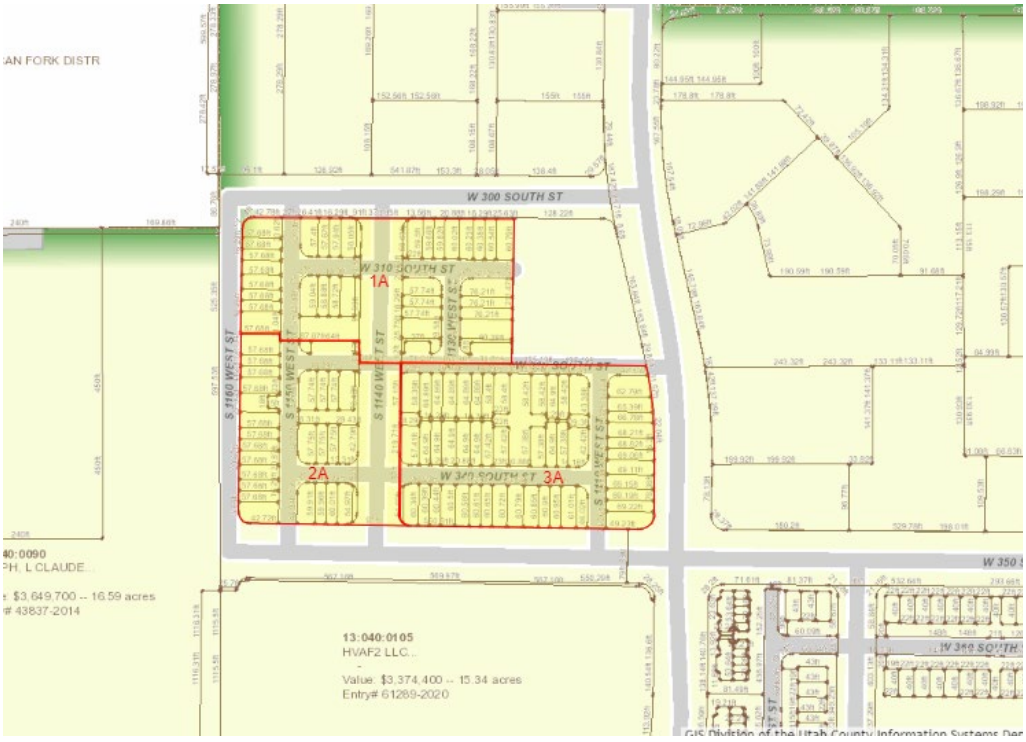
Project Address: 300 South 1160 West

Developer / Applicant's Name: DR Horton Inc.

Type of Application:

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

Project Map:



Engineering Division Recommendation: The Engineering Division recommends DENIAL of Amended Edgewater Phase 1 plats 1A, 2A, and 3A. Plats 1A and 2A have not dedicated the necessary public right-of-way to provide legal access to the lots along 1160 West. Plat 3A has not addressed outstanding TRC comments submitted to the applicant on Wednesday, March 9, 2022.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 1A)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 1A)

UNAPPROVED MINUTES

AMERICAN FORK CITY
PLANNING COMMISSION MINUTES
MARCH 16, 2022

The American Fork City Planning Commission met in a regular session on March 16, 2022, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman Woffinden
Chris Christiansen
Harold Dudley
Bruce Frandsen
Jenny Peay

Absent: Christine Anderson

Staff Present: Patrick O'Brien, Development Services Director
Rebecca Andrus, City Engineer
Cherylyn Egner, City Attorney
Micah Hunsaker, Fiber Optic Manager
Lisa Halversen, Administrative Assistant

Others Present: Ginger Romriell, Chad Maughan, Vivek Patel, Pravin Kansagra, Curtis Leavitt, Linda Bethers, Ted Frandsen, Cinda Hirl, Kelly Jayne Brady, Ken Berg

Chairman Woffinden led the "Pledge of Allegiance."
He then announced that items 1,2 and 3 will be discussed together but voted on separately.

1. Hearing, review, and action on an amended plat for Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD zone

Mr. O'Brien stated that the applicant proposes to amend a previously approved plat. The purpose of this approval is to create common area and HOA from the already approved plats. Staff's recommendation is that Plats 1A and 2A have some access issues and they recommend denial. Plat 3A is satisfactory and we recommend approval.

Ms. Egner said that there are issues over ownership of 1100 West. Some land was supposed to have been dedicated to the city that was not, and the concern from a legal perspective is that the amended plat would reaffirm something that was questionable from the beginning. This problem of legal access was probably unbeknownst to the property owner as well. We would ask that these items be tabled to allow more time to resolve the property dispute. She thinks that the issue is close to being resolved.

Ms. Peay clarified that the access to Plat 3A is acceptable. Ms. Egner confirmed.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 1A - PC Minutes (Edgewater Townhomes at American Fork Plat 1A)

Ms. Krisel Travis of D. R. Horton said that this is a dilemma, and they are actively working to resolve this issue. They found two quit-claim deeds that had an error by the county, the first one can be cleared up very easily. The second problem deals with vesting, and the lawyer of the family trust is working to track down the problem. Once they have that it will be deeded directly to American Fork City. What they are asking approval for tonight isn't a roadway plat. This plat doesn't come with any right-of-way, it does front 1160 West but with no right-of-way needed. They have the building permits, have built homes, and people will be moving in on April 19. The city has a bond in place from the developer, D. R. Horton is just the builder. The only portion missing is the last 20 feet, there is a currently a passable road. She indicated that as the homebuilder they want commissioners to consider that there are people moving in that have nowhere else to go. They can fix the issues with the plat. It would be better for both them and the city to have this go forward. They are working to resolve an issue that wasn't theirs.

Mr. Frandsen asked how soon they can get the quit-claim deeds. Ms. Travis said that the first one could be recorded by the end of the week, but it only gives up a little corner. The second deed is a little more complicated, they have the cooperation of the landowner's attorney and he will help them. She can't control the situation and hates to make a commitment that she can't keep. They are currently chasing down vesting and getting signatures.

Mr. O'Brien added that tabling is an option, but staff is also fine with conditioning approval upon the builder recording the deeds.

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley motioned to recommend approval for the plat amendment of Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report, and conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 1A - PC Minutes (Edgewater Townhomes at American Fork Plat 1A)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

Department Community Development **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on an amended final plat for Edgewater Townhomes at American Fork Plat 2A located in the area of 300 South 1160 West in the TOD zone.

SUMMARY RECOMMENDATION
Staff would recommend approval of the subdivision subject to the resolution of the property dispute along 1160 West prior to recording the plat. The planning commission recommended approval, with the stated condition, at the March 16, 2022, meeting.

BACKGROUND
On August 11, 2020, the city council approved the Edgewater Townhomes at American Fork Plat 2 subdivision, which was recorded on November 30, 2020. The applicant is requesting approval of an amended plat to create a common area and HOA from the previously approved plat. At the planning commission meeting, staff recommended denial of the amended plat as there were issues over ownership on 1160 West. The applicants were working with the adjacent property owner to correct the issue but felt they were close to a resolution and asked the city to move forward with approval. Staff was fine with conditioning the approval upon recording of the necessary deeds.

BUDGET IMPACT
NA

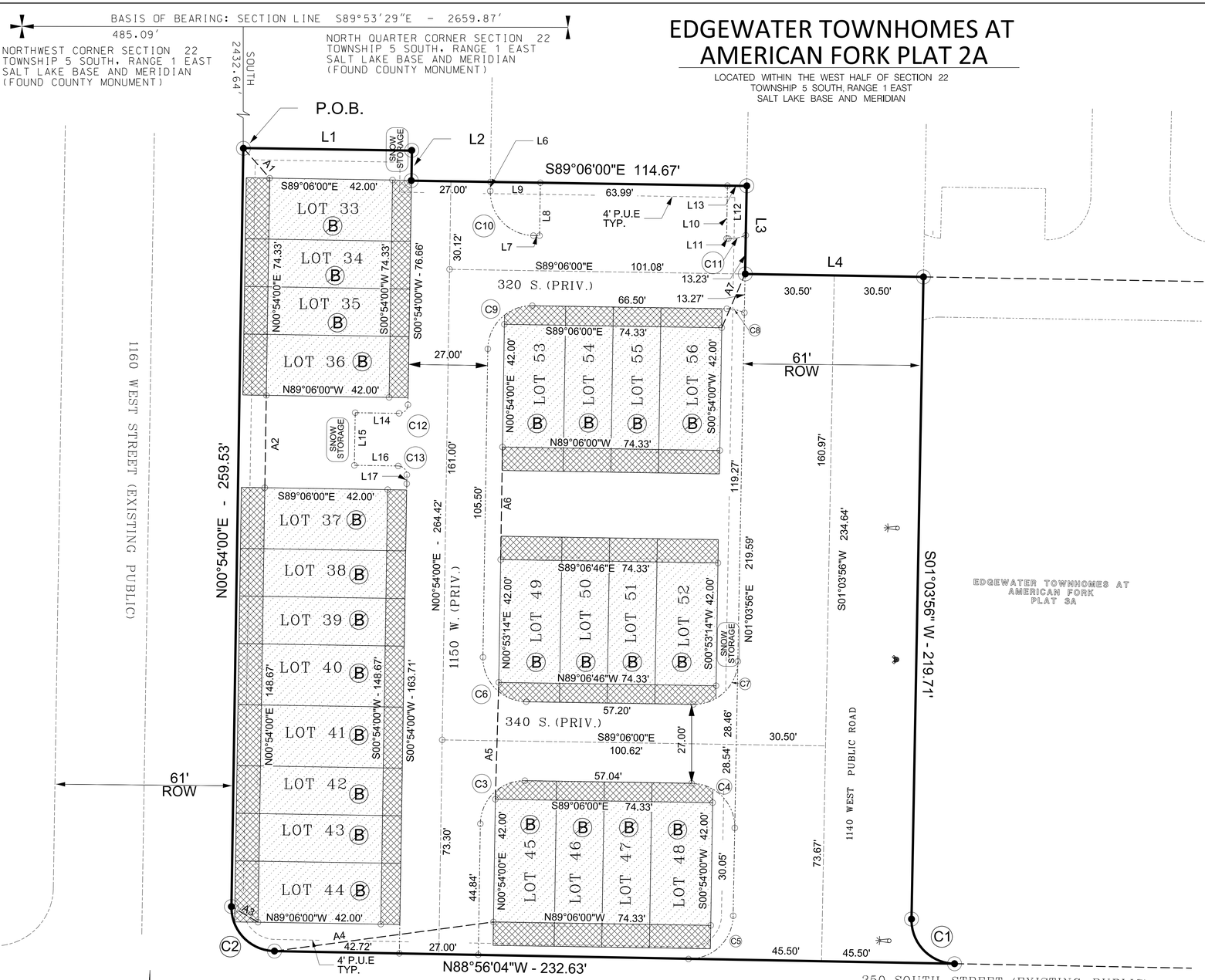
SUGGESTED MOTION
Move to approve the final plat of Edgewater Townhomes at American Fork Plat 2A located in the area of 300 South 1160 West in the TOD zone and authorize the mayor and council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to all conditions identified in the public record associated with the March 16, 2022, planning commission meeting and conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

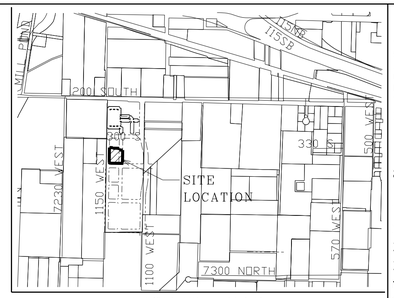
SUPPORTING DOCUMENTS

04.12.22 - Edgewater Townhomes at American Fork Plat 2A (PDF)
04.12.22 - Edgewater Townhomes at American Fork - Staff report (PDF)
04.12.22 - Edgewater Townhomes at American Fork Plat 2A - PC minutes (PDF)

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 2A

LOCATED WITHIN THE WEST HALF OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN





VICINITY MAP

Curve Table					
Name	Delta	Radius	Length	Chord	Chord BRG
C1	90°00'00"	15.00	23.56	21.21	S 43°56'04" E
C2	89°50'04"	15.00	23.52	21.18	N 44°01'02" W
C3	90°00'00"	15.00	23.56	21.21	N 45°54'00" E
C4	90°09'56"	15.00	23.61	21.24	S 44°01'02" E
C5	90°00'00"	15.00	23.56	21.21	S 46°03'56" W
C6	90°00'00"	15.00	23.56	21.21	N 44°06'00" W
C7	89°50'04"	15.00	23.52	21.18	S 45°58'58" W
C8	23°44'37"	15.00	6.22	6.17	S 77°13'41" E
C9	90°00'00"	15.00	23.56	21.21	N 45°54'00" E
C10	90°00'00"	15.00	23.56	21.21	S 44°06'00" E
C11	90°00'00"	15.00	6.13	6.09	N 79°11'37" E
C12	90°00'00"	3.00	4.71	4.24	S 45°54'00" W
C13	90°00'00"	3.00	4.71	4.24	S 44°06'00" E

Lot Addresses	
Lot	Address
33	322 South 1150 West
34	324 South 1150 West
35	326 South 1150 West
36	328 South 1150 West
37	332 South 1150 West
38	334 South 1150 West
39	336 South 1150 West
40	338 South 1150 West
41	342 South 1150 West
42	344 South 1150 West
43	346 South 1150 West
44	348 South 1150 West
45	1147 West 340 South
46	1145 West 340 South
47	1143 West 340 South
48	1141 West 340 South
49	1148 West 340 South
50	1146 West 340 South
51	1144 West 340 South
52	1142 West 340 South
53	1149 West 320 South
54	1147 West 320 South
55	1145 West 320 South
56	1143 West 320 South

Line Table		
Name	Length	Direction
L1	57.68	S 89°06'00" E
L2	10.27	S 00°54'00" W
L3	30.12	S 01°03'56" W
L4	61.00	S 89°02'54" E
L5	10.77	S 89°06'00" E
L6	3.12	S 0°54'00" W
L7	2.09	S 89°06'00" E
L8	18.12	N 0°54'00" E
L9	17.09	N 89°06'00" W
L10	18.12	S 0°54'00" W
L11	0.58	S 89°06'00" E
L12	16.89	N 01°03'56" E
L13	6.59	N 89°06'00" W
L14	15.00	N 89°06'00" W
L15	18.00	S 0°54'00" W
L16	15.00	S 89°06'00" E
L17	3.02	S 00°54'00" W

Building Coordinates		
Name	Length	Direction
A1	13.69	S 41°11'11" E
A2	31.59	N 00°54'00" E
A3	10.56	N 59°28'19" W
A4	75.55	N 82°25'50" E
A5	40.00	N 01°39'44" E
A6	38.51	N 00°55'41" E
A7	20.05	N 23°29'50" E

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 147089 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Beginning at a point on the eastern right of way line of 1150 West which is South 89°53'29" East along the section line 485.09 feet and South 2432.64 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°06'00" East 57.68 feet; thence South 00°54'00" West 10.27 feet; thence South 89°06'00" East 114.67 feet; thence South 01°03'56" West 30.12 feet; thence South 89°02'54" East 61.00 feet; thence South 01°03'56" West 219.71 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00", the chord bears South 43°56'04" East 21.21 feet more or less to the northern right of way line of 350 South; thence North 88°56'04" West 232.63 feet along said right of way line; thence along the arc of a 15.00 foot radius curve to the right 23.52 feet through a central angle of 89°50'04", the chord bears North 44°01'02" West 21.18 feet more or less to the eastern right of way line of 1150 West; thence North 00°54'00" East 259.53 feet along said right of way line to the point of beginning.

Area = 1.386 Acres
of Lots = 24 Lots

ROGER D. DUDLEY
(SEE SEAL BELOW)
DATE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO EDGEWATER AT AF HOMEOWNERS ASSOCIATION INC. WITH ADDRESS OF 1983 NORTH 1120 WEST, PROVO, UTAH 84604.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____

ACKNOWLEDGEMENT

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

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
APPROVED BY ENGINEER
ATTEST CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

DIRECTOR-SECRETARY
CHAIRMAN, PLANNING COMMISSION

SCALE (FEET)
0 20 40 60 80

LEGEND
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- FUTURE PLAT LINE
- RIGHT OF WAY
- ROAD CENTERLINE
- SECTION TIE LINE
- 5/8" x 24" REBAR & PLASTIC CAP OR RIVET IN CURB
- SUBDIVISION BNDRY CORNER
- SECTION CORNER
- QUARTER SECTION CORNER
- STREET LIGHT
- FIRE HYDRANT
- (B) NO BASEMENT ALLOWED

NOTE:
1) ALL COMMON AND LIMITED COMMON AREAS ARE A PUBLIC UTILITY EASEMENT, CITY UTILITY EASEMENT, A PUBLIC ACCESS & PARKING EASEMENT & LANDSCAPING EASEMENT.

2) OPEN SPACE & COMMON AREA IS DEDICATED TO THE EDGEWATER TOWN HOMES AT AMERICAN FORK HOME OWNERS ASSOCIATION INC.

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

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

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

6) BENCHMARK USED: NW CORNER SEC 22 ELEV. 4524.26 (NGVD 29 ELEVATION).

7) SEE SHEET 2 FOR BUILDING DIMENSIONS

ZONE: TRANSIT CORE-MIXED USE CORE
FLOOD ZONE X

LEGEND
- PRIVATE OWNERSHIP
- LIMITED COMMON = LC
- COMMON AREA

SEWER / WATER AUTHORITY APPROVAL

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

SEWER / WATER AUTHORITY

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

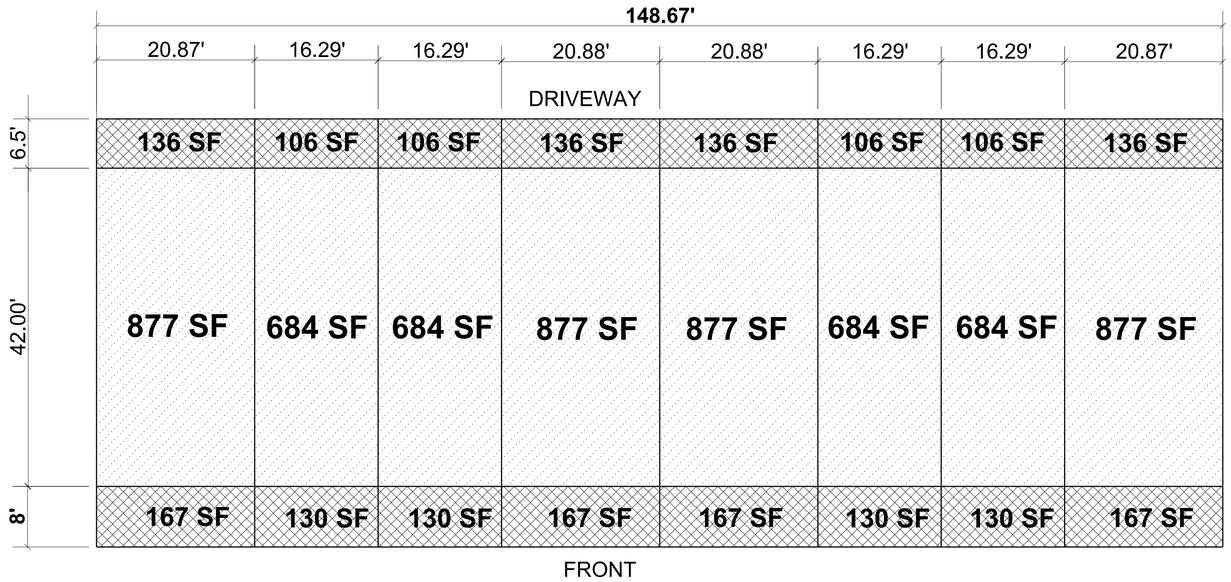
REGISTERED LAND SURVEYOR
No. 147089
Roger D. Dudley
STATE OF UTAH

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 2A

INCLUDING A VACATION OF PLAT 2 OF EDGEWATER TOWNHOMES AT AMERICAN FORK SUBDIVISION
(SHEET 1 OF 2)
AMERICAN FORK CITY UTAH COUNTY, UTAH
SCALE: 1" = 20 FEET

NOTARY PUBLIC SEAL
CLERK-RECORDER SEAL

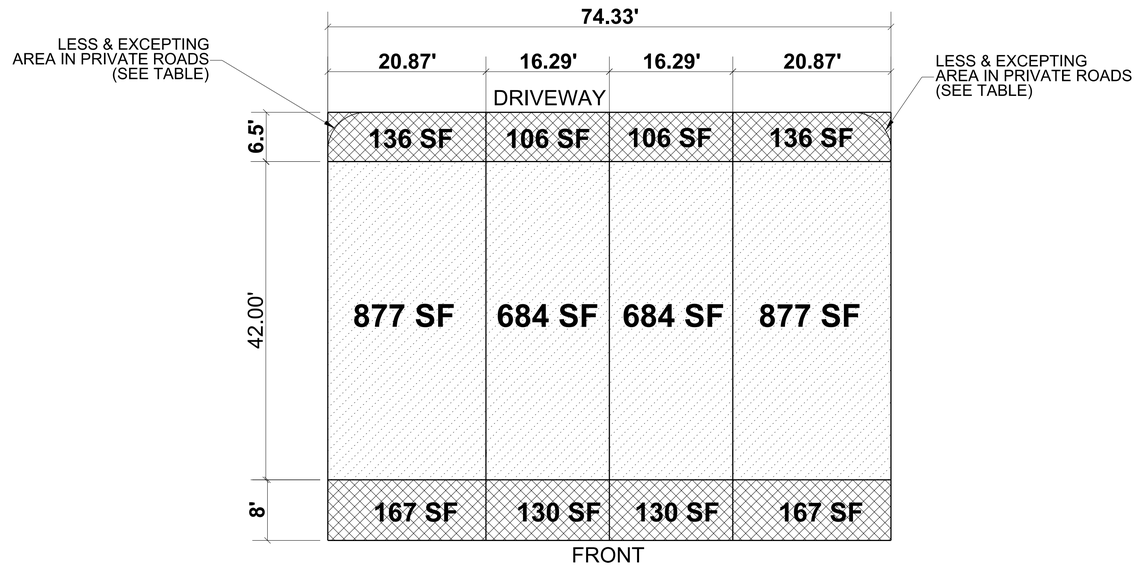
Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 2A (Edgewater Townhomes at American Fork Plat 2A)



MAIN FLOOR PLAN

8-PLEX (LOTS 37-44)

LESS & EXCEPTING IN PRIVATE DRIVES
LOT #
45
48
49
52
53



MAIN FLOOR PLAN

4-PLEX (LOTS 33-36, 45-56)

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

LEGEND

PRIVATE OWNERSHIP

LIMITED COMMON = LC

COMMON AREA

COUNTY RECORDER

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 2A

INCLUDING A VACATION OF PLAT 2 OF EDGEWATER TOWNHOMES AT AMERICAN FORK SUBDIVISION

(SHEET 2 OF 2)

AMERICAN FORK CITY UTAH COUNTY, UTAH

SCALE: 1" = 20 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 2A (Edgewater Townhomes at American Fork Plat 2A)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: 16th March, 2022
STAFF: Patrick O'Brien

AGENDA TOPIC:

Hearing, review, and action on an amended plat for Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone.

Hearing, review, and action on an amended plat for Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone.

Hearing, review, and action on an amended plat for Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone.

BACKGROUND INFORMATION		
Location:		1160 West 300 South
Applicants:		Krisel Travis/D.R. Horton
Existing Land Use:		TOD – Transit Oriented Development
Proposed Land Use:		
Surrounding Land Use:	North	TOD - Transit Oriented Development
	South	TOD - Transit Oriented Development
	East	TOD - Transit Oriented Development
	West	TOD - Transit Oriented Development
Existing Zoning:		TOD - Transit Oriented Development
Proposed Zoning:		
Surrounding Zoning:	North	TOD - Transit Oriented Development
	South	TOD - Transit Oriented Development
	East	TOD - Transit Oriented Development
	West	Unincorporated County/RA-5

Background

The applicant proposes to amend a previously approved plat. The purpose of this approval is to create common area and HOA from the already approved plats.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 2A)

Sec 17.7.217 Amendments

A large-scale development which has been approved by the city may be amended as follows:

1. Technical correction. Where the proposed amendment is incidental in character and/or is determined by the city engineer to be technical in character, and do not affect the layout or content of the approved plan or require the recording of replacement plat at the office of the county recorder, the amendment may be approved by the city staff member (city engineer, city planner, building inspector, etc.) having responsibility for review of the proposed amendment.
2. Minor correction. Where the proposed amendment involves limited changes to the layout of the project (i.e., incidental adjustments to a building footprint, minor adjustments in the landscape treatment of an open space area, a change of materials for a fence, etc.) and, in the opinion of the planning commission, do not affect the layout of the project plan or require the recording of a replacement plat at the office of the county recorder, the amendment may be approved by action of the planning commission and city council without the necessity of advertising and conducting a public hearing on the matter.
3. Major correction. Any proposed amendment not determined to be a technical or minor correction shall be a major correction and shall follow the process required for approval of a new project.
4. Final plat amendments. In addition to the above, any amendment to a large-scale development which requires amendment of a subdivision plat or record of survey map (condominium plat) which has been recorded at the office of county recorder, shall conform to the provisions of state law regarding amendment of recorded plats.

STAFF RECOMMENDATION:

Plat 1A – Deny
Plat 2A – Deny
Plat 3A – Approval

POTENTIAL MOTIONS – PLAT 1A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 2A)

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

POTENTIAL MOTIONS – PLAT 2A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 2A)

POTENTIAL MOTIONS – PLAT 3A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 2A)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 3/16/2022

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

Project Name: Edgewater Plat 1A, 2A, 3A

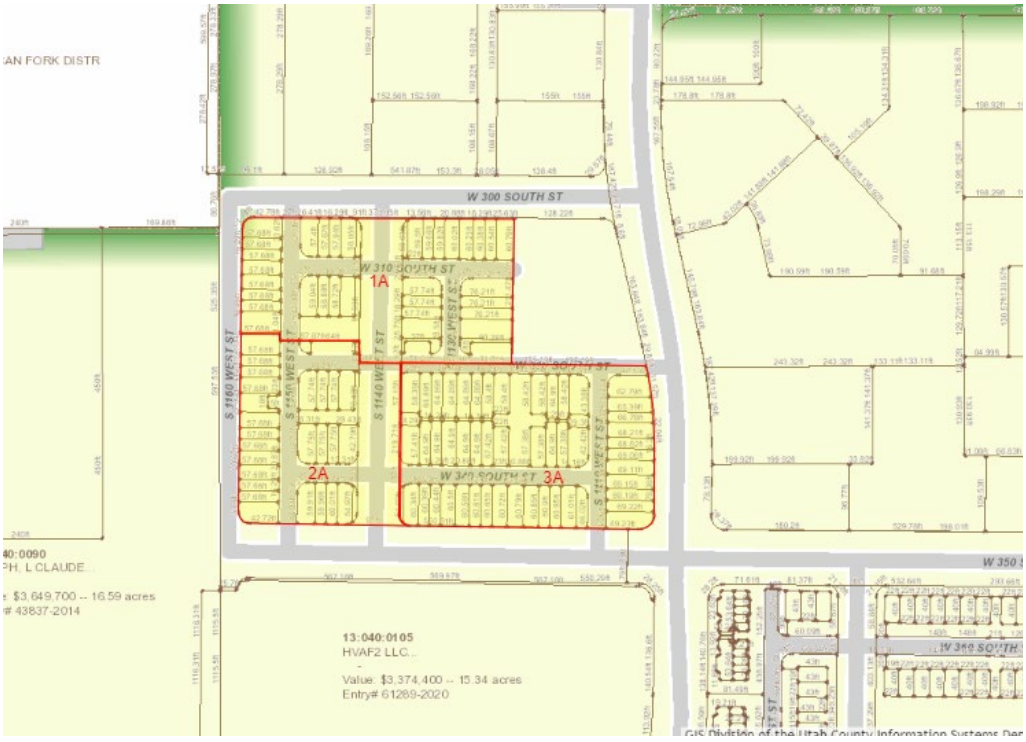
Project Address: 300 South 1160 West

Developer / Applicant's Name: DR Horton Inc.

Type of Application:

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

Project Map:



Engineering Division Recommendation: The Engineering Division recommends DENIAL of Amended Edgewater Phase 1 plats 1A, 2A, and 3A. Plats 1A and 2A have not dedicated the necessary public right-of-way to provide legal access to the lots along 1160 West. Plat 3A has not addressed outstanding TRC comments submitted to the applicant on Wednesday, March 9, 2022.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 2A)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 2A)

UNAPPROVED MINUTES

AMERICAN FORK CITY
PLANNING COMMISSION MINUTES
MARCH 16, 2022

The American Fork City Planning Commission met in a regular session on March 16, 2022, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman Woffinden
Chris Christiansen
Harold Dudley
Bruce Frandsen
Jenny Peay

Absent: Christine Anderson

Staff Present: Patrick O'Brien, Development Services Director
Rebecca Andrus, City Engineer
Cherylyn Egner, City Attorney
Micah Hunsaker, Fiber Optic Manager
Lisa Halversen, Administrative Assistant

Others Present: Ginger Romriell, Chad Maughan, Vivek Patel, Pravin Kansagra, Curtis Leavitt, Linda Bethers, Ted Frandsen, Cinda Hirl, Kelly Jayne Brady, Ken Berg

Chairman Woffinden led the "Pledge of Allegiance."
He then announced that items 1,2 and 3 will be discussed together but voted on separately.

1. Hearing, review, and action on an amended plat for Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD zone

Mr. O'Brien stated that the applicant proposes to amend a previously approved plat. The purpose of this approval is to create common area and HOA from the already approved plats. Staff's recommendation is that Plats 1A and 2A have some access issues and they recommend denial. Plat 3A is satisfactory and we recommend approval.

Ms. Egner said that there are issues over ownership of 1100 West. Some land was supposed to have been dedicated to the city that was not, and the concern from a legal perspective is that the amended plat would reaffirm something that was questionable from the beginning. This problem of legal access was probably unbeknownst to the property owner as well. We would ask that these items be tabled to allow more time to resolve the property dispute. She thinks that the issue is close to being resolved.

Ms. Peay clarified that the access to Plat 3A is acceptable. Ms. Egner confirmed.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 2A - PC minutes (Edgewater Townhomes at American Fork Plat 2A)

Ms. Krisel Travis of D. R. Horton said that this is a dilemma, and they are actively working to resolve this issue. They found two quit-claim deeds that had an error by the county, the first one can be cleared up very easily. The second problem deals with vesting, and the lawyer of the family trust is working to track down the problem. Once they have that it will be deeded directly to American Fork City. What they are asking approval for tonight isn't a roadway plat. This plat doesn't come with any right-of-way, it does front 1160 West but with no right-of-way needed. They have the building permits, have built homes, and people will be moving in on April 19. The city has a bond in place from the developer, D. R. Horton is just the builder. The only portion missing is the last 20 feet, there is a currently a passable road. She indicated that as the homebuilder they want commissioners to consider that there are people moving in that have nowhere else to go. They can fix the issues with the plat. It would be better for both them and the city to have this go forward. They are working to resolve an issue that wasn't theirs.

Mr. Frandsen asked how soon they can get the quit-claim deeds. Ms. Travis said that the first one could be recorded by the end of the week, but it only gives up a little corner. The second deed is a little more complicated, they have the cooperation of the landowner's attorney and he will help them. She can't control the situation and hates to make a commitment that she can't keep. They are currently chasing down vesting and getting signatures.

Mr. O'Brien added that tabling is an option, but staff is also fine with conditioning approval upon the builder recording the deeds.

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley motioned to recommend approval for the plat amendment of Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report, and conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 2A - PC minutes (Edgewater Townhomes at American Fork Plat 2A)

2. Hearing, review and action on an amended plat for Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD zone

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley motioned to recommend approval for the plat amendment of Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report, conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

3. Hearing, review, and action on an amended plat for Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD zone

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley moved to recommend approval for the plat amendment of Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 2A - PC minutes (Edgewater Townhomes at American Fork Plat 2A)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

Department Community Development **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on an amended final plat for Edgewater Townhomes at American Fork Plat 3A located in the area of 300 South 1160 West in the TOD zone.

SUMMARY RECOMMENDATION
Staff would recommend approval of the subdivision subject to the resolution of the property dispute along 1160 West prior to recording the plat. The planning commission recommended approval, with the stated condition, at the March 16, 2022, meeting.

BACKGROUND
On August 11, 2020, the city council approved the Edgewater Townhomes at American Fork Plat 3 subdivision, which was recorded on November 30, 2020. The applicant is requesting approval of an amended plat to create a common area and HOA from the previously approved plat.

Staff recommended approval of the amended plat.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to approve the final plat of Edgewater Townhomes at American Fork Plat 3A located in the area of 300 South 1160 West in the TOD zone and authorize the mayor and council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to all conditions identified in the public record associated with the March 16, 2022, planning commission meeting.

SUPPORTING DOCUMENTS

04.12.22 - Edgewater Townhomes at American Fork Plat 3A (PDF)
04.12.22 - Edgewater Townhomes at American Fork - Staff report (PDF)
04.12.22 - Edgewater Townhomes at American Fork Plat 3A - PC Minutes(PDF)

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 3A

LOCATED WITHIN THE WEST HALF OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN

NORTHWEST CORNER SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
(FOUND COUNTY MONUMENT)

NORTH QUARTER CORNER SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
(FOUND COUNTY MONUMENT)

BASIS OF BEARING: SECTION LINE S89°53'29"E - 2659.87'

717.69'

61' RW

300 SOUTH STREET
(EXISTING PUBLIC)

S89°29'34"E - 128.22'

4' P.U.E TYP.

PARCEL A
35,976 SF
0.826 AC

(DEDICATED TO HOA)

N01°03'56"E - 211.47'

S12°38'52"E
163.84'

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 1A

SOUTH - 2476.30'

P.O.B.

S89°02'54"E 160.96'

S89°06'07"E 195.19'

320 SOUTH DR. (PRIV.)

S89°06'00"E - 252.84'

61' ROW

4' P.U.E TYP.

N01°03'56"E - 219.71'

1140 WEST PUBLIC ROAD

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 2A

117.52'

28.54'

28.46'

340 SOUTH DR. (PRIVATE)

S89°06'00"E 243.80'

S89°06'00"E 287.30'

27.00'

S89°06'00"E 243.80'

S01°03'56"W 103.80'

S01°03'56"W 160.80'

S01°03'56"W 235.40'

S01°03'56"W - 206.98'

S01°03'56"W 74.60'

1110 W. (PRIV.)

S00°56'33"W - 78.38'

84' ROW

1100 WEST STREET (EXIST PUBLIC)

N88°56'04"W - 335.03'

4' P.U.E TYP.

39.50'

79' ROW

350 SOUTH STREET (EXISTING PUBLIC)

SCALE (FEET)
0 20 40 60 80

Lot Addresses	
Lot	Address
57	1139 West 320 South
58	1137 West 320 South
59	1135 West 320 South
60	1133 West 320 South
61	1131 West 320 South
62	1129 West 320 South
63	1127 West 320 South
64	1125 West 320 South
65	1123 West 320 South
66	1121 West 320 South
67	1119 West 320 South
68	1117 West 320 South
69	1138 West 340 South
70	1136 West 340 South
71	1134 West 340 South
72	1132 West 340 South
73	1128 West 340 South
74	1126 West 340 South
75	1124 West 340 South
76	1122 West 340 South
77	1118 West 340 South
78	1116 West 340 South
79	1114 West 340 South
80	1112 West 340 South
81	1139 West 340 South
82	1137 West 340 South
83	1135 West 340 South
84	1133 West 340 South
85	1131 West 340 South
86	1129 West 340 South
87	1127 West 340 South
88	1125 West 340 South
89	1119 West 340 South
90	1117 West 340 South
91	1115 West 340 South
92	1113 West 340 South
93	349 South 1110 West
94	345 South 1110 West
95	343 South 1110 West
96	341 South 1110 West
97	337 South 1110 West
98	333 South 1110 West
99	329 South 1110 West
100	325 South 1110 West
101	323 South 1110 West
102	321 South 1110 West

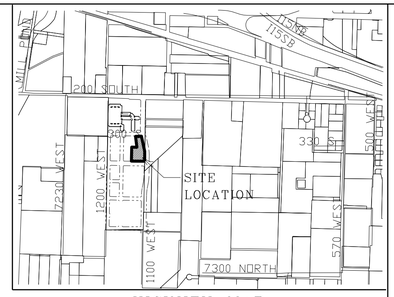
Building Coordinates		
Name	Length	Direction
A1	21.36	S 18°30'01" E
A2	36.29	S 55°37'19" E
A3	36.79	N 01°26'00" E
A4	35.07	S 89°06'00" E
A5	36.80	N 00°48'48" E
A6	8.27	N 66°05'24" W
A7	25.91	S 89°06'00" E
A8	94.33	S 81°18'52" E
A9	3.95	N 09°15'58" W
A10	17.33	S 01°03'56" W
A11	53.10	S 01°27'09" W

Curve Table					
Name	Delta	Radius	Length	Chord	Chord BRG
C1	13°35'25"	708.00	167.93	167.54	S 05°51'10" E
C2	90°07'23"	20.00	31.46	28.31	S 46°00'14" W
C3	90°00'00"	15.00	23.56	21.21	N 43°56'04" W
C4	23°17'19"	15.00	6.10	6.06	N 79°07'53" E
C5	90°09'56"	15.00	23.61	21.24	S 44°01'02" E
C6	90°09'56"	15.00	23.61	21.24	N 44°01'02" W
C7	89°50'04"	15.00	23.52	21.18	S 45°58'58" W
C8	89°50'04"	15.00	23.52	21.18	N 45°58'58" E
C9	90°09'56"	15.00	23.61	21.24	S 44°01'02" E
C10	89°50'04"	15.00	23.52	21.18	N 45°58'58" E
C11	01°06'43"	708.00	13.74	13.74	S 09°40'35" E
C12	77°28'02"	20.00	27.04	25.03	S 50°45'33" E
C13	00°37'20"	792.00	8.60	8.60	S 12°20'13" E
C14	02°24'56"	708.00	29.85	29.85	S 11°26'24" E

Line Table		
Name	Length	Direction
L1	30.31	N 01°03'56" E

LEGEND
- PRIVATE OWNERSHIP
- LIMITED COMMON = LC
- COMMON AREA

LEGEND
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- FUTURE PLAT LINE
- RIGHT OF WAY
- ROAD CENTERLINE
- SECTION TIE LINE
- 5/8" x 24" REBAR & PLASTIC CAP OR RIVET IN CURB
- SUBDIVISION BNDRY CORNER
- SECTION CORNER
- QUARTER SECTION CORNER
- STREET LIGHT
- FIRE HYDRANT
- (B) NO BASEMENT ALLOWED



VICINITY MAP

BOUNDARY DESCRIPTION

Beginning at a point which is South 89°53'29" East along the section line 717.69 feet and South 2476.30 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°02'54" East 160.96 feet; thence North 01°03'56" East 211.47 feet; thence South 89°29'34" East 128.22 feet; thence along the arc of a 20.00 foot radius curve to the right 27.04 feet through a central angle of 77°28'02", the chord bears South 50°45'33" East 25.03 feet more or less to the western right of way line of 1100 West; thence along the arc of a 792.00 foot radius curve to the left 8.60 feet through a central angle of 00°37'20", the chord bears South 12°20'13" East 8.60 feet along said right of way line; thence along right of way line the following three (3) calls: (1) South 12°38'52" East 163.84 feet; (2) along the arc of a 708.00 foot radius curve to the right 167.93 feet through a central angle of 13°35'25", the chord bears South 05°51'10" East 167.54 feet; (3) South 00°56'33" West 78.38 feet along said right of way line; thence along the arc of a 20.00 foot radius curve to the right 31.46 feet through a central angle of 90°07'23", the chord bears South 46°00'14" West 28.31 feet more or less to the northern right of way line of 350 South; thence North 88°56'04" West 335.03 feet along said right of way line; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00", the chord bears North 43°56'04" West 21.21 feet; thence North 01°03'56" East 219.71 feet to the point of beginning.
Area = 2.805 Acres (122,189 SF)
of Lots = 46 Lots

NOTE:
1) ALL COMMON AND LIMITED COMMON AREAS ARE A PUBLIC UTILITY EASEMENT, CITY UTILITY EASEMENT, A PUBLIC ACCESS & PARKING EASEMENT & LANDSCAPING EASEMENT.

2) OPEN SPACE & COMMON AREA IS DEDICATED TO THE EDGEWATER TOWN HOMES AT AMERICAN FORK HOME OWNERS ASSOCIATION INC.

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

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

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

6) BENCHMARK USED: NW CORNER SEC 22 ELEV. 4524.26 (NGVD 29 ELEVATION).

7) SEE SHEET 2 FOR BUILDING DIMENSIONS

ZONE: TRANSIT CORE-MIXED USE CORE
FLOOD ZONE X

SEWER / WATER AUTHORITY APPROVAL

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

SEWER / WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 147089 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

SEE DESCRIPTION THIS SHEET

_____ DATE

_____ ROGER D. DUDLEY (SEE SEAL BELOW)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO EDGEWATER AT AF HOMEOWNERS ASSOCIATION INC. WITH ADDRESS OF 1983 NORTH 1120 WEST, PROVO, UTAH 84604.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF_____, 20_____

_____ _____

_____ _____

ACKNOWLEDGEMENT

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

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

MY COMMISSION EXPIRES _____ _____ NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR	CITY COUNCIL MEMBER
CITY COUNCIL MEMBER	CITY COUNCIL MEMBER
CITY COUNCIL MEMBER	CITY COUNCIL MEMBER
APPROVED BY ENGINEER	ATTEST CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

DIRECTOR-SECRETARY	CHAIRMAN, PLANNING COMMISSION

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 3A

INCLUDING A VACATION OF PLAT 3 OF EDGEWATER TOWNHOMES AT AMERICAN FORK SUBDIVISION AND ALSO A VACATION OF LOT 4 OF EDGEWATER NORTH PLAT

(SHEET 1 OF 2)

AMERICAN FORK CITY UTAH COUNTY, UTAH

SCALE: 1" = 20 FEET

NOTARY PUBLIC SEAL

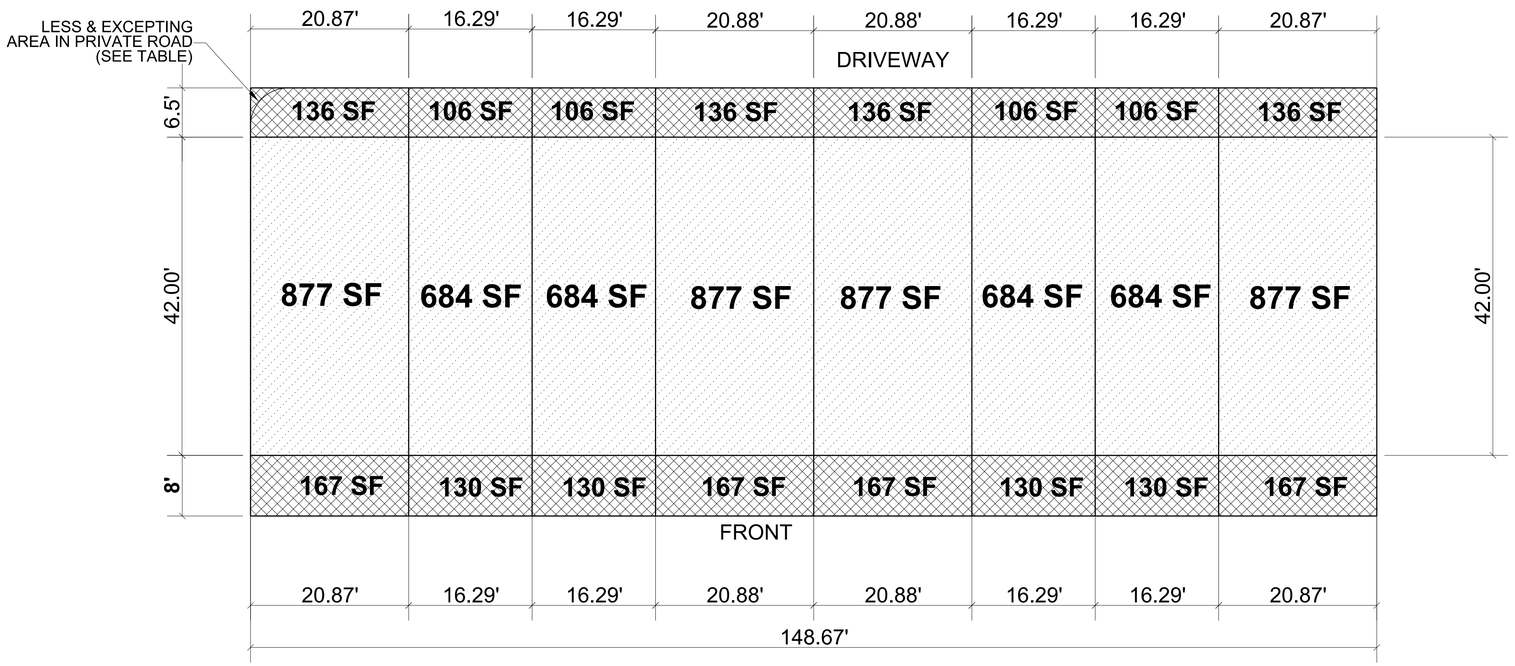
CLERK-RECORDER SEAL

REGISTERED LAND SURVEYOR No. 147089 Roger D. Dudley STATE OF UTAH

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

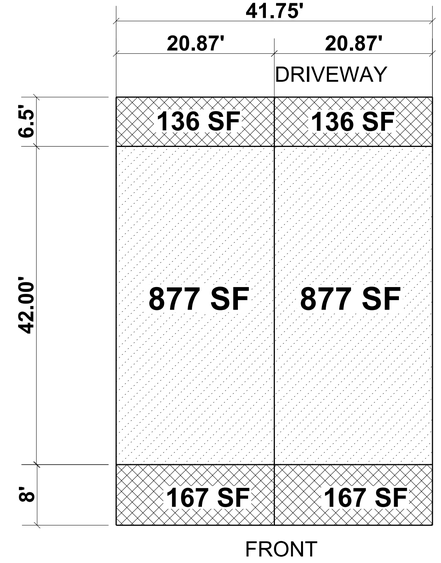
MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 3A (Edgewater Townhomes at American Fork Plat 3A)



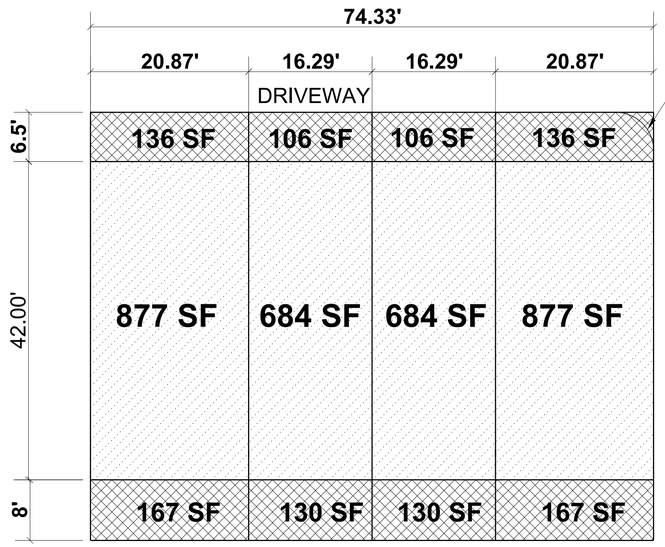
MAIN FLOOR PLAN

8-PLEX (LOTS 57-64,69-76,81-88, 93-100)



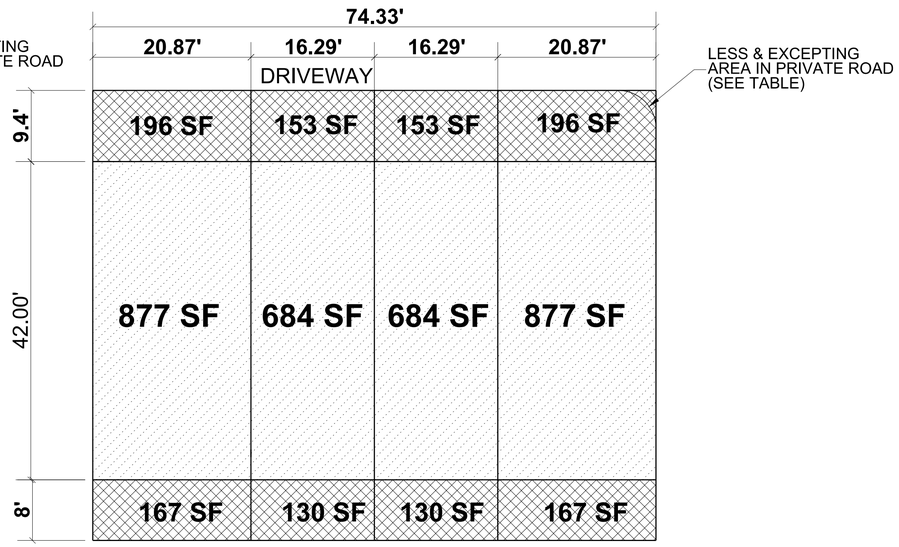
MAIN FLOOR PLAN

2-PLEX (LOTS 101, 102)



MAIN FLOOR PLAN

4-PLEX (65-68,77-80)



MAIN FLOOR PLAN

4-PLEX (LOTS 89-92)

LESS & EXCEPTING IN PRIVATE DRIVES
LOT #
68
69
80
81
102

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097

LEGEND
- PRIVATE OWNERSHIP
- LIMITED COMMON = LC
- COMMON AREA

COUNTY RECORDER

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 3A

INCLUDING A VACATION OF PLAT 3 OF EDGEWATER TOWNHOMES AT AMERICAN FORK SUBDIVISION

(SHEET 2 OF 2)

AMERICAN FORK CITY UTAH COUNTY, UTAH

SCALE: 1" = 20 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 3A (Edgewater Townhomes at American Fork Plat 3A)

AMERICAN FORK CITY PLANNING COMMISSION

MEETING DATE: 16th March, 2022
STAFF: Patrick O'Brien

AGENDA TOPIC:

Hearing, review, and action on an amended plat for Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone.

Hearing, review, and action on an amended plat for Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone.

Hearing, review, and action on an amended plat for Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone.

BACKGROUND INFORMATION		
Location:		1160 West 300 South
Applicants:		Krisel Travis/D.R. Horton
Existing Land Use:		TOD – Transit Oriented Development
Proposed Land Use:		
Surrounding Land Use:	North	TOD - Transit Oriented Development
	South	TOD - Transit Oriented Development
	East	TOD - Transit Oriented Development
	West	TOD - Transit Oriented Development
Existing Zoning:		TOD - Transit Oriented Development
Proposed Zoning:		
Surrounding Zoning:	North	TOD - Transit Oriented Development
	South	TOD - Transit Oriented Development
	East	TOD - Transit Oriented Development
	West	Unincorporated County/RA-5

Background

The applicant proposes to amend a previously approved plat. The purpose of this approval is to create common area and HOA from the already approved plats.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 3A)

Sec 17.7.217 Amendments

A large-scale development which has been approved by the city may be amended as follows:

1. Technical correction. Where the proposed amendment is incidental in character and/or is determined by the city engineer to be technical in character, and do not affect the layout or content of the approved plan or require the recording of replacement plat at the office of the county recorder, the amendment may be approved by the city staff member (city engineer, city planner, building inspector, etc.) having responsibility for review of the proposed amendment.
2. Minor correction. Where the proposed amendment involves limited changes to the layout of the project (i.e., incidental adjustments to a building footprint, minor adjustments in the landscape treatment of an open space area, a change of materials for a fence, etc.) and, in the opinion of the planning commission, do not affect the layout of the project plan or require the recording of a replacement plat at the office of the county recorder, the amendment may be approved by action of the planning commission and city council without the necessity of advertising and conducting a public hearing on the matter.
3. Major correction. Any proposed amendment not determined to be a technical or minor correction shall be a major correction and shall follow the process required for approval of a new project.
4. Final plat amendments. In addition to the above, any amendment to a large-scale development which requires amendment of a subdivision plat or record of survey map (condominium plat) which has been recorded at the office of county recorder, shall conform to the provisions of state law regarding amendment of recorded plats.

STAFF RECOMMENDATION:

Plat 1A – Deny
Plat 2A – Deny
Plat 3A – Approval

POTENTIAL MOTIONS – PLAT 1A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 3A)

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 1A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

POTENTIAL MOTIONS – PLAT 2A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 2A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 3A)

POTENTIAL MOTIONS – PLAT 3A

APPROVAL

Mr. Chairman, I move that we recommend approval for the plat amendment of Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD Zone. with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we deny the plat amendment of Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone.

TABLE

Mr. Chairman, I move that we table action on the plat amendment of Edgewater Plats 3A located in the area of 300 South 1160 West, in the TOD Zone, and instruct the developer/staff to _____.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 3A)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 3/16/2022

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

Project Name: Edgewater Plat 1A, 2A, 3A

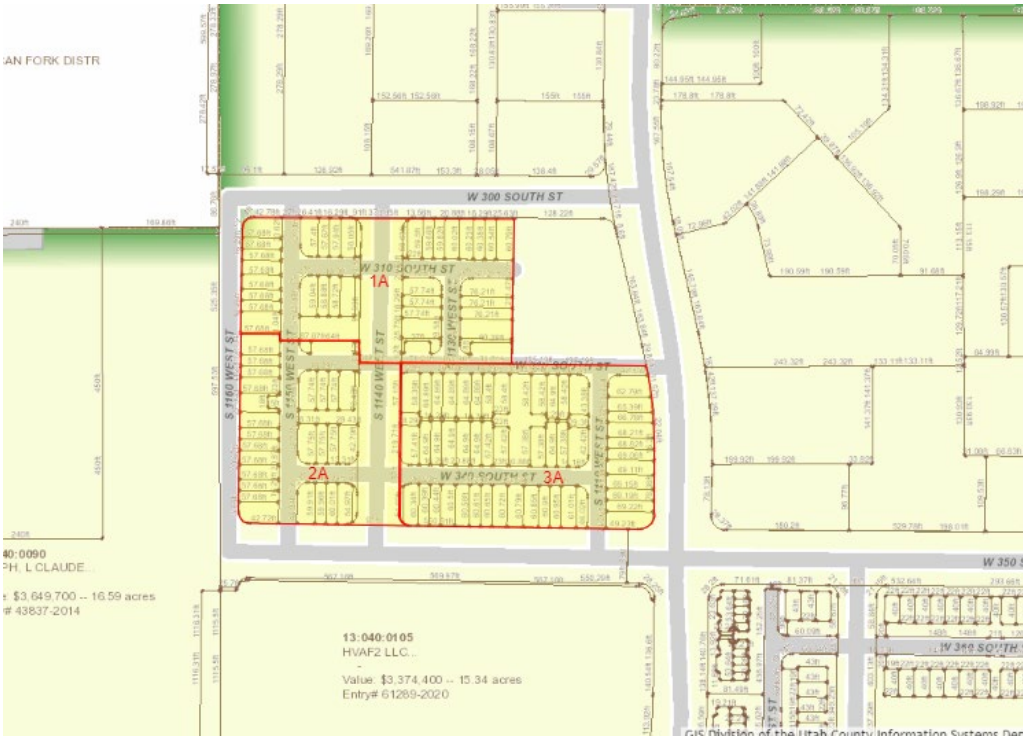
Project Address: 300 South 1160 West

Developer / Applicant's Name: DR Horton Inc.

Type of Application:

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

Project Map:



Engineering Division Recommendation: The Engineering Division recommends DENIAL of Amended Edgewater Phase 1 plats 1A, 2A, and 3A. Plats 1A and 2A have not dedicated the necessary public right-of-way to provide legal access to the lots along 1160 West. Plat 3A has not addressed outstanding TRC comments submitted to the applicant on Wednesday, March 9, 2022.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 3A)

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 04.12.22 - Edgewater Townhomes at American Fork - Staff report (Edgewater Townhomes at American Fork Plat 3A)

UNAPPROVED MINUTES

AMERICAN FORK CITY
PLANNING COMMISSION MINUTES
MARCH 16, 2022

The American Fork City Planning Commission met in a regular session on March 16, 2022, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman Woffinden
Chris Christiansen
Harold Dudley
Bruce Frandsen
Jenny Peay

Absent: Christine Anderson

Staff Present: Patrick O'Brien, Development Services Director
Rebecca Andrus, City Engineer
Cherylyn Egner, City Attorney
Micah Hunsaker, Fiber Optic Manager
Lisa Halversen, Administrative Assistant

Others Present: Ginger Romriell, Chad Maughan, Vivek Patel, Pravin Kansagra, Curtis Leavitt, Linda Bethers, Ted Frandsen, Cinda Hirl, Kelly Jayne Brady, Ken Berg

Chairman Woffinden led the "Pledge of Allegiance."
He then announced that items 1,2 and 3 will be discussed together but voted on separately.

1. Hearing, review, and action on an amended plat for Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD zone

Mr. O'Brien stated that the applicant proposes to amend a previously approved plat. The purpose of this approval is to create common area and HOA from the already approved plats. Staff's recommendation is that Plats 1A and 2A have some access issues and they recommend denial. Plat 3A is satisfactory and we recommend approval.

Ms. Egner said that there are issues over ownership of 1100 West. Some land was supposed to have been dedicated to the city that was not, and the concern from a legal perspective is that the amended plat would reaffirm something that was questionable from the beginning. This problem of legal access was probably unbeknownst to the property owner as well. We would ask that these items be tabled to allow more time to resolve the property dispute. She thinks that the issue is close to being resolved.

Ms. Peay clarified that the access to Plat 3A is acceptable. Ms. Egner confirmed.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 3A - PC Minutes (Edgewater Townhomes at American Fork Plat 3A)

Ms. Krisel Travis of D. R. Horton said that this is a dilemma, and they are actively working to resolve this issue. They found two quit-claim deeds that had an error by the county, the first one can be cleared up very easily. The second problem deals with vesting, and the lawyer of the family trust is working to track down the problem. Once they have that it will be deeded directly to American Fork City. What they are asking approval for tonight isn't a roadway plat. This plat doesn't come with any right-of-way, it does front 1160 West but with no right-of-way needed. They have the building permits, have built homes, and people will be moving in on April 19. The city has a bond in place from the developer, D. R. Horton is just the builder. The only portion missing is the last 20 feet, there is a currently a passable road. She indicated that as the homebuilder they want commissioners to consider that there are people moving in that have nowhere else to go. They can fix the issues with the plat. It would be better for both them and the city to have this go forward. They are working to resolve an issue that wasn't theirs.

Mr. Frandsen asked how soon they can get the quit-claim deeds. Ms. Travis said that the first one could be recorded by the end of the week, but it only gives up a little corner. The second deed is a little more complicated, they have the cooperation of the landowner's attorney and he will help them. She can't control the situation and hates to make a commitment that she can't keep. They are currently chasing down vesting and getting signatures.

Mr. O'Brien added that tabling is an option, but staff is also fine with conditioning approval upon the builder recording the deeds.

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley motioned to recommend approval for the plat amendment of Edgewater Plat 1A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report, and conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 3A - PC Minutes (Edgewater Townhomes at American Fork Plat 3A)

2. Hearing, review and action on an amended plat for Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD zone

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley motioned to recommend approval for the plat amendment of Edgewater Plat 2A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report, conditional upon the applicant resolving the property dispute along 1160 West prior to recording the plat.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

3. Hearing, review, and action on an amended plat for Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD zone

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Dudley moved to recommend approval for the plat amendment of Edgewater Plat 3A located in the area of 300 South 1160 West, in the TOD Zone with the findings listed in the staff report, and subject to any findings, conditions and modifications found in the engineering report.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 3A - PC Minutes (Edgewater Townhomes at American Fork Plat 3A)

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

Chairman Woffinden said that items 4 and 5 together will be discussed together and voted separately.

4. Hearing, review and action on a request for variance from the required front and rear setbacks of lots located in the Stonecreek Plat G Development, located in the area of 840 South 250 West, in the PR-3.0 zone

Mr. O'Brien informed commissioners that Stonecreek Plat G is a 25-lot phase of an overall 143-acre development. Plat G is located at the southern portion of the overall development.

Conservation Subdivision Projects within the PR-3.0 zone must adhere to certain parameters. Subdivisions must have a minimum project area of five (5) acres, and a maximum density of 3 units per acre. Plat G is the seventh phase in a 143-acre development, with an overall density of 3 units per acre; falling within the parameters of a Conservation Subdivision project in the PR-3.0 zone. The overall project area provides for 26% open space upon buildout. Plats A, B, C, D, E, F, and G provided dedication of land.

This proposal seeks a recommendation of approval from the Planning Commission for a variance of the required setback in the PR 3.0 (Planned Residential) Zone. Section 17.7.503.H.6(f) of the Development Code allows setback variances upon a recommendation and finding from the Planning Commission that "such variance is appropriate for the proper development of the lots and that such reduction will not result in the establishment of a hazardous condition". The applicant has provided a narrative for justification of setback variance, which is included in the appendix of this report. They propose a variance to the side setback, from 8' to 5' (to allow for a 3-car garage), and a variance to the front setback from 25' to 20' (for the house portion only; the garage still being held at 25'). The applicant feels these considerations will allow greater variety of architecture styles for homes, improving the streetscape scene and the reduction of on-street parking. The Planning Commission may, but is not required to, approve such variance. For items that fall outside of a determination of conformity/non-conformity with the code, staff does not make a recommendation to the Planning Commission.

Ms. Peay asked what setbacks were changed as they look at the subdivision rendering. The diagram is shown of the proposed units.

Attachment: 04.12.22 - Edgewater Townhomes at American Fork Plat 3A - PC Minutes (Edgewater Townhomes at American Fork Plat 3A)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 12, 2022

Department Community Development **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on approval of a final plat for Timp Hollow Plat E located in the area of 1190 East 1000 North in the R1-12,000 residential zone.

SUMMARY RECOMMENDATION
Staff would recommend approval of the plat. The Planning Commission recommended approval of the plat conditional upon the applicant following up with engineering to meet design specifications and missing items.

BACKGROUND
This subdivision consists of seven lots at approximately 1190 East 1000 North. The lots within this subdivision are accessed from the Candy Lane Cul-de-sac (1070 North). This proposal is consistent with the Land Use Plan designation. This is the last phase of the Timp Hollow subdivision. The minutes from the planning commission meeting have been attached.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to approve the Timp Hollow Plat E subdivision located in the area of 1190 East 1000 North in the R1-12,000 residential zone and authorize the mayor and council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to all conditions identified in the public record associated with the March 16, 2022, planning commission meeting and conditional upon the applicant following up with engineering to meet design qualifications and missing items.

SUPPORTING DOCUMENTS

04.12.22 - Timp Hollow Plat E subdivision (PDF)
04.12.22 - Timp Hollow Plat E - Staff report (PDF)
04.12.22 - Timp Hollow Plat E - PC Minutes (PDF)

TIMP HOLLOW PLAT 'E' CONSTRUCTION PLANS

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN,

AMERICAN FORK, UTAH

PROJECT LOCATION: 1190 EAST 1000 NORTH

prepared for:

CADENCE HOMES

3400 NORTH ASHTON BLVD
SUITE #180
LEHI , UT 84043
PHONE: (801) 766-0500

prepared by:

TRANE ENGINEERING

27 EAST MAIN STREET
LEHI, UT 84043
PHONE: (801) 768-4544

SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET / INDEX SHEET
2	UTILITY/GRADING AND DRAINAGE PLAN
3	CANDY LANE PLAN & PROFILE SHEET
4	STORM WATER POLLUTION PREVENTION PLAN
5	DETAIL SHEET 1
6	DETAIL SHEET 2

GENERAL NOTES:

1. ALL CONSTRUCTION TO BE DONE AS PER THE AMERICAN FORK CITY DESIGN STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO ENSURE ALL ADA ACCESSIBLE SIDEWALK RAMPS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICAN FORK CITY DESIGN STANDARDS AND SPECIFICATIONS.
3. ONE COLOR ELECTRONIC COPY OF AS BUILT DRAWINGS, FORMATTED IN ACCORDANCE WITH THE AMERICAN FORK CITY DESIGN STANDARDS, SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS; INCLUDING, WATER, SEWER, STORM DRAIN AND PRESSURIZED IRRIGATION.
4. PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE CITY FOR APPROVAL.
5. PRIOR TO COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.
6. TYPE OF CONSTRUCTION IS RESIDENTIAL AND BUILDINGS WILL NOT INCLUDE FIRE SPRINKLERS.

BENCHMARK

WEST 1/4 CORNER OF SECTION 7, TOWNSHIP 5S, RANGE 2E
NGVD 29 ELEVATION = 4786.29

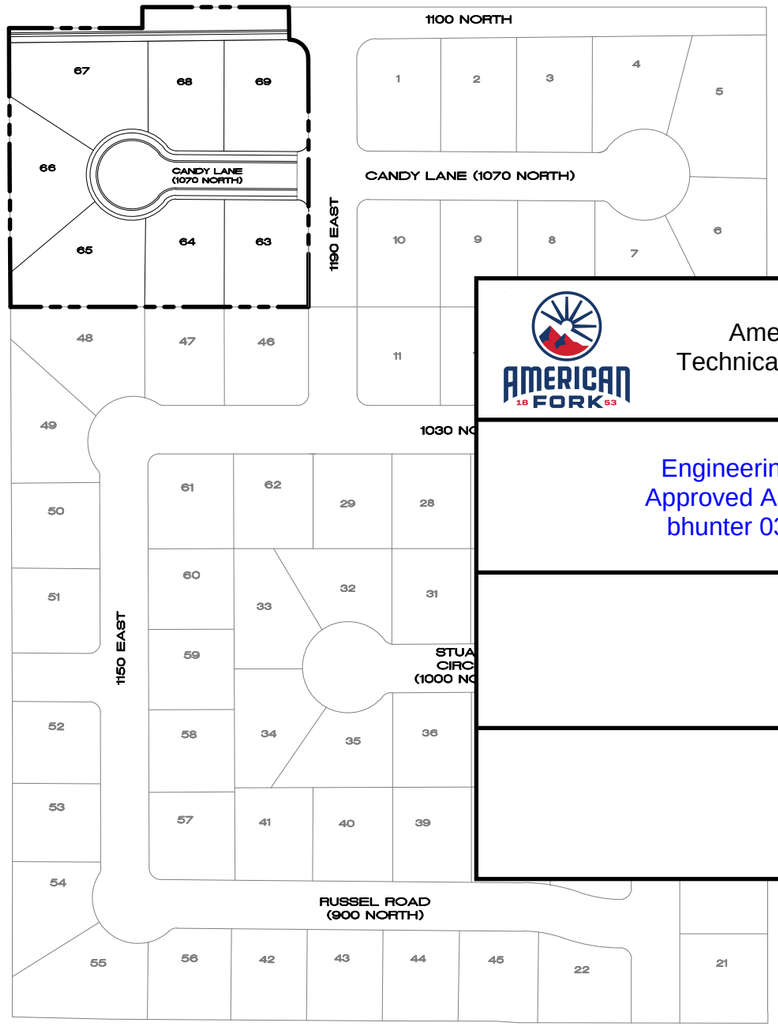
AMERICAN FORK CITY PUBLIC WORKS DEPARTMENT

COMPANY	CONTACT	NUMBER
AF City Culinary Water	Jay Brems	(801)763-3060
AF Pressure Irrigation	Jay Brems	(801)763-3060
AF Sanitary Sewer	Ashton Hardy	(801)763-3060
AF Storm Drain	Ashton Hardy	(801)763-3060
AF Fire Marshall	Mat Sacco	(801)763-3040
AF City Inspector	Dee Howard	(801)763-3060
AF SWPPP Inspector	Harlan Nielson	(801)404-6361
AF Fiber	Kyle Petersen	(801)400-2933
AF Irrigation Company	Ernie John	(801)471-6576
Rocky Mountain Power	Teria Walker	(801)756-1310
Comcast	Elysin Valdez	(801)401-3017
T.S.S.D.	David Barlow	(801)756-5231
Century Link	Bill Westfall	(435)423-4252
Questar	Wendy Edwards	(801)853-8513

UTILITIES AND SERVICES

NATURAL GAS	DOMINION ENERGY
ELECTRIC	ROCKY MOUNTAIN POWER
TELEPHONE	CENTURYLINK
CABLE TELEVISION	COMCAST

811 Know what's below. Call before you dig.



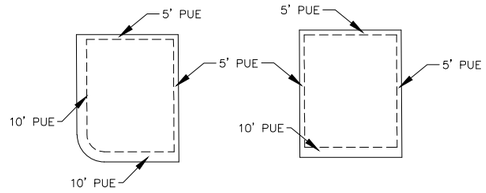
SITE MAP

American Fork City
Technical Review Committee

Engineering Division
Approved As Corrected
bhunter 03/16/2022

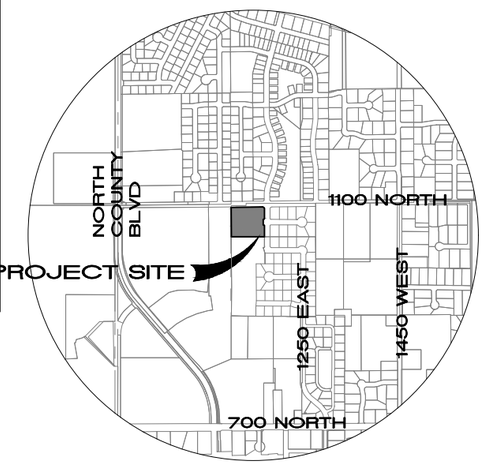
LAND USE:

PROJECT AREA=	3.44 ACRES
ZONING=	R-1-12
TOTAL LOTS=	7 LOTS
OVERALL DENSITY=	2.03 LOTS PER ACRE



TYPICAL CORNER LOT TYPICAL INTERIOR LOT

EASEMENT DETAIL



VICINITY MAP

REGISTERED PROFESSIONAL ENGINEER # 362346 TONY G. TRANE STATE OF UTAH

REVISIONS					
NO.	DATE	DESCRIPTION	BY		
1	8-26-20	REVIEW COMMENTS	TT	DESIGNED BY:	TGT
2				DRAWN BY:	TT
3				CHECK BY:	TGT
4				DATE:	3/9/22
				COGO FILE:	

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TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

AMERICAN FORK, UTAH

TIMP HOLLOW PLAT 'E'
A RESIDENTIAL SUBDIVISION

COVER

JOB CADBELL

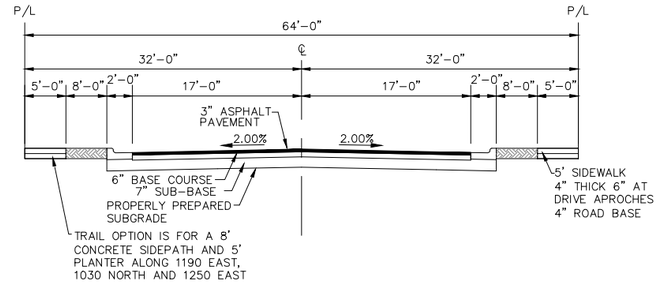
SHEET NO.

Attachment: 04.12.22 - Timp Hollow Plat E subdivision (Timp Hollow Plat E)

Field investigation and soil report required for sump. 15.01.150

Provide percolation rate test to confirm the assumption in the drainage report is accurate and sump is sized accordingly.

In areas where the highest water level in the ground is no closer than eight feet to the ground surface and percolation rates are high and the area is designated on the city's drainage master plan, pre-treatment sumps may be used to dispose of surface waters. They must be designed for the ten-year storm and an auxiliary excess drainage system provided. All design data including ten-foot soil log, percolation tests, etc., must be submitted with the drainage plans. The sump design shall comply with applicable city and county requirements. In general, all discharges from development should be limited to a maximum of 0.2 cfs/acre with the utilization of on-site detention except as approved otherwise by the city engineer.



64' RIGHT-OF-WAY (TYPICAL STREET SECTION)
-NTS-

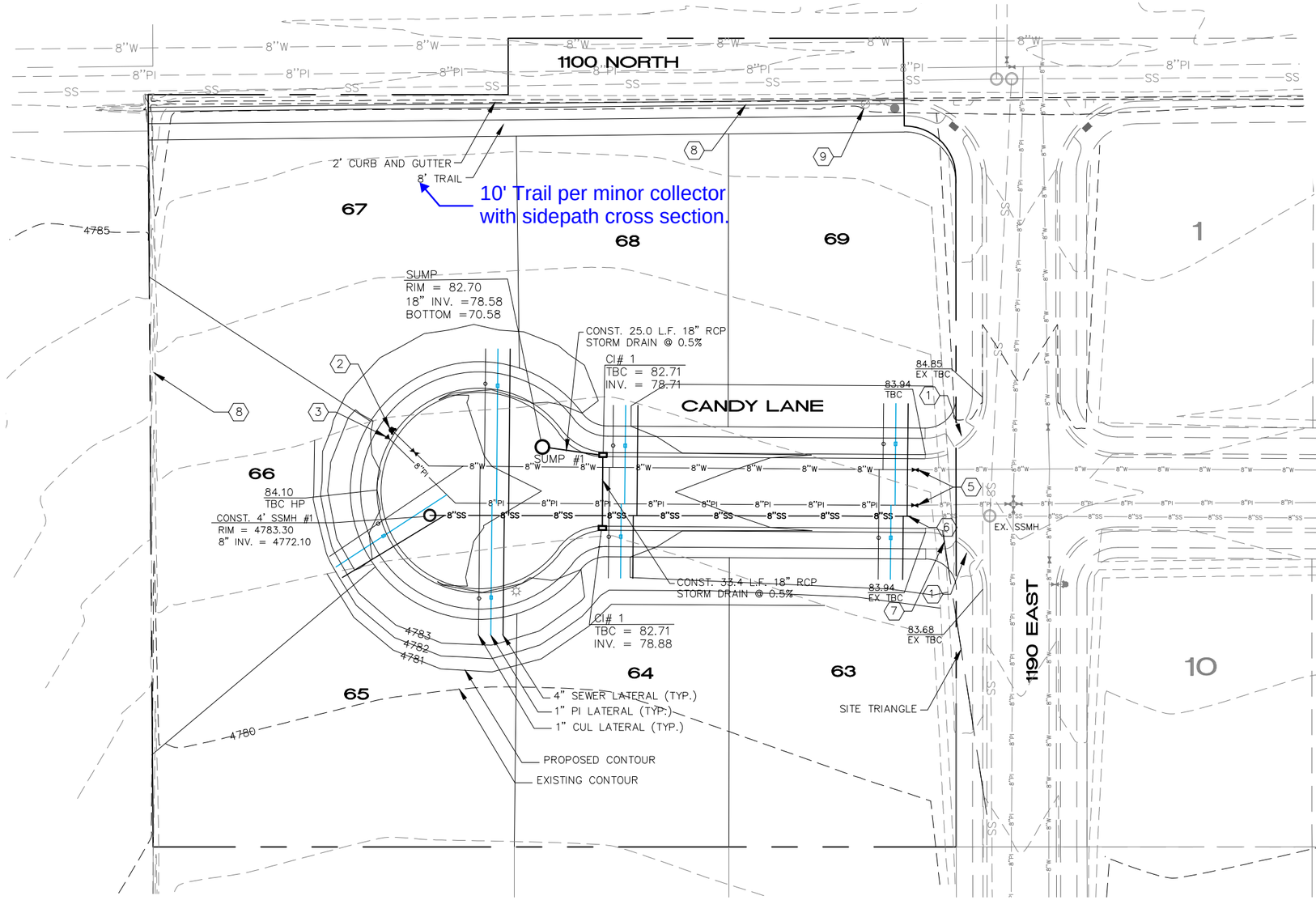
LEGEND

- PROPERTY BOUNDARY LINE
- EXISTING FENCE LINE
- EDGE OF PAVEMENT
- CENTERLINE
- EASEMENT LINE
- 8"W — PROPOSED 8" DUCTILE IRON CULINARY WATERLINE
- 8"PI — PROPOSED 8" C900 PVC PRESSURE IRRIGATION
- SD — PROPOSED RCP STORM DRAIN W/ MH
- 8"SS — PROPOSED PVC SDR-35 SEWER W/ MH
- EXISTING STORM DRAIN W/ MH
- EXISTING SANITARY SEWER W/ MH
- 8"W — EXISTING 8" DUCTILE IRON PIPE WATERLINE
- 8"PI — EXISTING C900 PI PIPE
- FIRE HYDRANT
- WATER VALVE
- STREET LIGHT

1. ADA PEDESTRIAN RAMP
2. CONST. FIRE HYDRANT ASSEMBLY AS PER AMERICAN FORK CITY STANDARDS
3. CONST. BLOW OFF AS PER AMERICAN FORK CITY STANDARDS
4. EXISTING POWER POLE TO BE REMOVED
5. CONNECT INTO EXISTING WATER LINES
6. CONNECT INTO EXISTING SEWER STUB
7. INSTALL STOP SIGN AS PER AMERICAN FORK CITY STANDARDS
8. EXISTING DITCH TO BE REMOVED
9. EXISTING POWER POLE, IF OVERHEAD UTILITIES ARE LESS THAT 12,470 VOLTS THEY WILL BE REQUIRED TO BE BURIED, CONFIRM WITH RMP FOR THRESHOLD

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
2. PRIOR TO CONSTRUCTION, AN EROSION & SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS ENGINEERING DIVISION FOR APPROVAL.
3. PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.
4. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS, CONTRACTOR TO ENSURE ALL ADA STANDARDS ARE MET.
5. ALL SANITARY SEWER MAINS AND LATERALS MUST BE INSPECTED AND APPROVED BY THE CITY INSPECTOR BEFORE TRENCH BACKFILLING IS COMPLETED.
6. ALL LATERAL CONNECTIONS SHALL INSERT-A-TEE OR WYE AT TEN OR TWO O'CLOCK POSITIONING TO THE CENTER OF THE MAIN LINE AND SHALL BE ENCASED IN CONCRETE AFTER INSPECTION IS MADE.
7. ALL CULINARY WATER LINES MUST HAVE A MINIMUM 48" OF COVER.
8. PRETREATMENT OF STORM WATER IS REQUIRED BEFORE DISCHARGING INTO SUMPS.
9. SEE STANDARD DRAWING #15.43 FOR UTILITY LATERAL PLACEMENT DETAILS.
10. ALL STORM DRAIN PIPE IS 15" RCP.
11. FLOOD ZONE X FEMA FLOOD ZONE COMMUNITY PANEL NUMBER 49049C0169F EFFECTIVE DATE 6/19/2020.



0 30 60 90
(24"x36")
SCALE: 1" = 30'
(11"x17")
SCALE: 1" = 60'

Know what's below. Call before you dig.

REVISIONS					
NO.	DATE	DESCRIPTION	BY		
1	8-26-20	REVIEW COMMENTS	TT	DESIGNED BY:	TGT
2				DRAWN BY:	TT
3				CHECK BY:	TGT
4				DATE:	2/16/22
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CONSULTING ENGINEERS AND LAND SURVEYORS
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AMERICAN FORK, UTAH

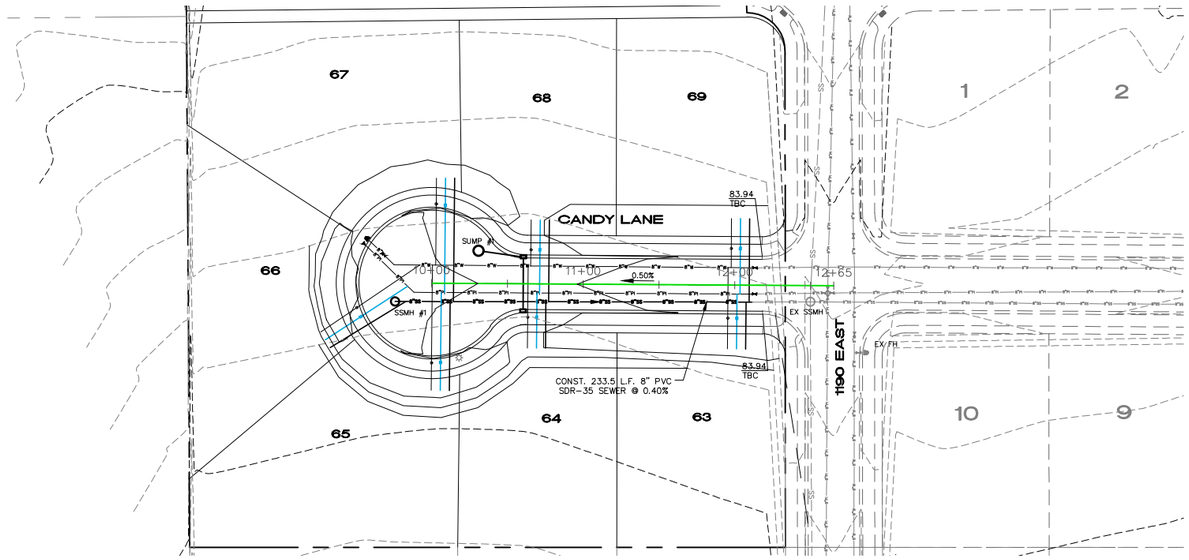
TIMP HOLLOW PLAT 'E'
A RESIDENTIAL SUBDIVISION

UTILITY/ GRADING AND DRAINAGE PLAN

JOB CADTIMP
SHEET NO.

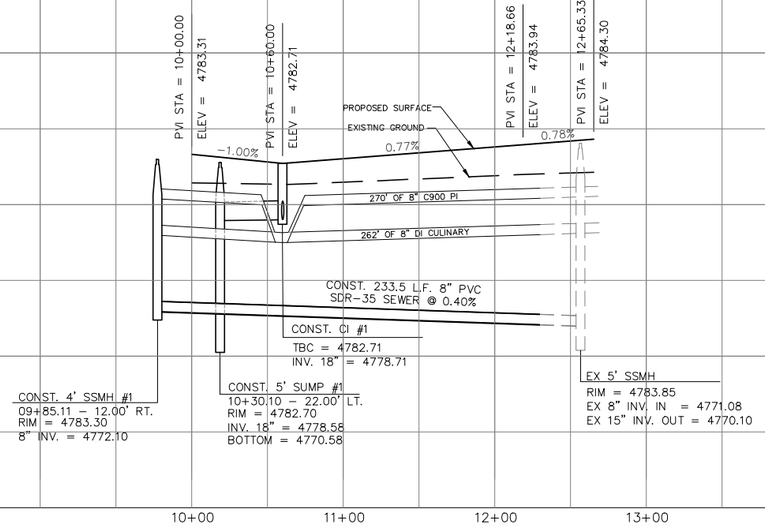
Attachment: 04.12.22 - Timp Hollow Plat E subdivision (Timp Hollow Plat E)

811 Know what's below. Call before you dig



(24"x36")
HORIZONTAL 1" = 50'
VERTICAL 1" = 5'

(11"x17")
HORIZONTAL 1" = 100'
VERTICAL 1" = 10'



REVISIONS					
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:	TGT
1				DRAWN BY:	TT
2				CHECK BY:	TGT
3				DATE:	02/16/22
4				COGO FILE:	

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CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

TIMP HOLLOW PLAT 'E'
A RESIDENTIAL SUBDIVISION

CANDY LANE PLAN & PROFILE

JOB CADTIMP
SHEET NO.

Attachment: 04.12.22 - Timp Hollow Plat E subdivision (Timp Hollow Plat E)

INLET PROTECTION

1. INSTALL SILT FENCE OR STRAW BALE SEDIMENT BARRIER OR EQUIVILANT MEASURE AROUND STORM DRAIN INLETS.
2. INSPECT INLET PROTECTION AFTER STORM EVENT.
3. UPON COMPLETION OF CURB AND GUTTER, PROTECT INLETS WITH FILTER FABRIC AND COURSE GRAVEL OR EQUIVALENT MEASURE.

CONSTRUCTION ENTRANCE

1. CONSTRUCTION ENTRANCE TO BE INSTALLED WITH CRUSHED STONE AT A LOCATION WHERE TRUCKS LEAVE THE SITE TO A PAVED SURFACE.
2. PROVIDE BERMING AT WASH AREA AS NEEDED TO PREVENT SOIL LADEN WASH WATER FROM ENTERING THE STORM WATER FACILITIES.
3. GRAVEL AREA TO BE OF SUFFICIENT SIZE TO ACCOMMODATE THE TRAFFIC.

STORAGE AREA

1. CONTROL STORAGE OF ONSITE MATERIALS TO A DESIGNATED AREA WITH NO DRAINAGE OR WATERWAYS NEARBY.
2. ENSURE ALL ONSITE PERSONNEL UTILIZE DESIGNATED STORAGE AREA. DO NOT STORE EXCESSIVE AMOUNTS OF MATERIALS THAT WILL NOT BE UTILIZED ON SITE.
3. COVER MATERIALS WHEN OUTSIDE THE STORAGE AREA OR WHEN NOT IN USE AND PROTECT STORM DRAIN SYSTEM WHEN IN USE.

STORM WATER MANAGEMENT PLAN

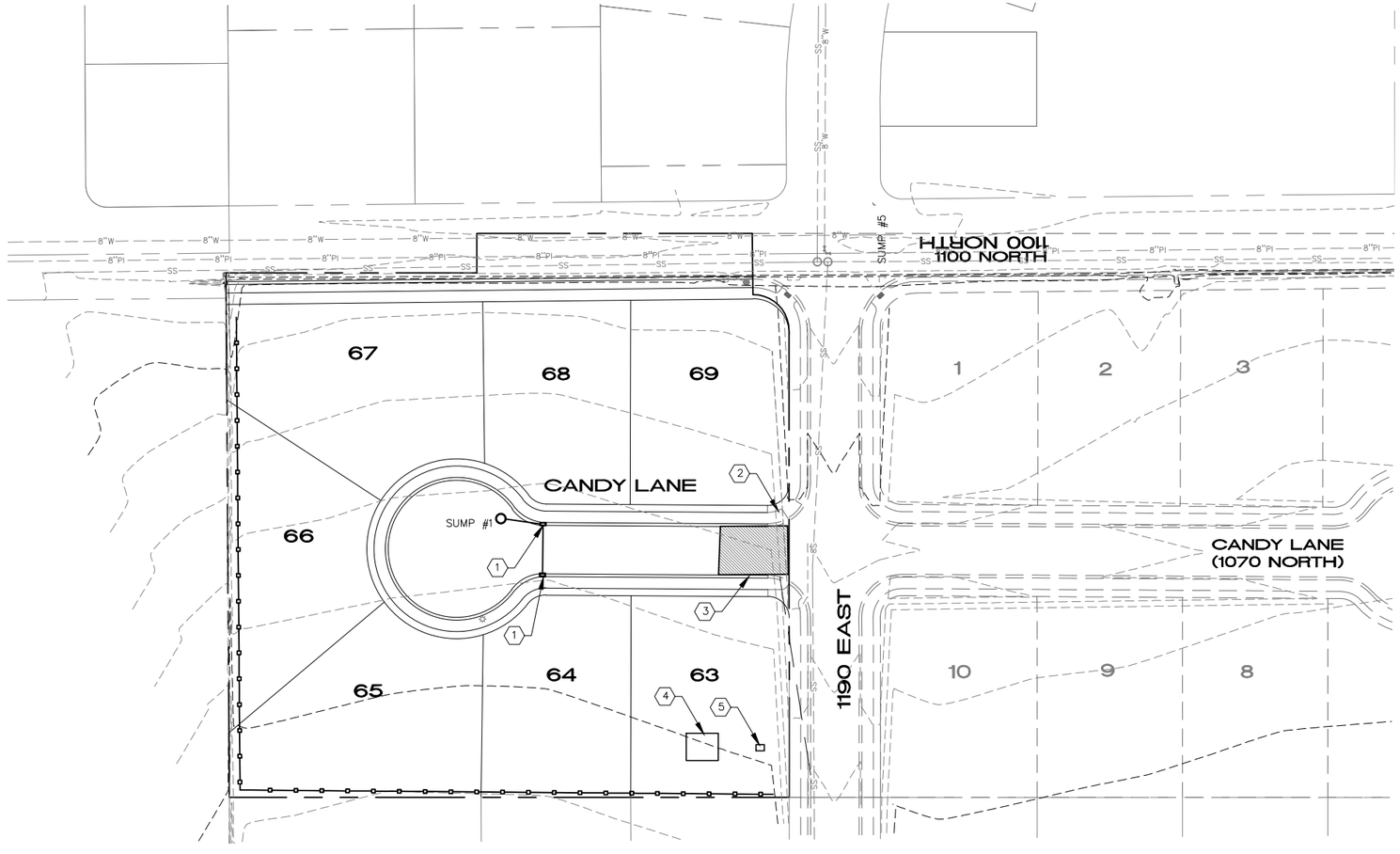
1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS
2. THE CONTRACTOR IS TO FOLLOW THE BMP DETAILS AS OUTLINED AND ACCORDING TO AMERICAN FORK CITY STANDARDS.
3. CONTRACTOR SHALL TAKE REASONABLE EFFORT TO LIMIT MUD AND SEDIMENT CARRIED ONTO CITY STREETS FROM THE CONSTRUCTION SITE AND REMOVE ANY PRIOR TO THE CLOSE OF EACH WORK DAY.
4. CONTRACTOR TO COORDINATE CONSTRUCTION FENCING.

KEYED NOTES

1. INSTALL PROTECTION ACCORDING TO AMERICAN FORK CITY STANDARDS
2. INSTALL CONTRACTOR ENTRANCE SIGN ACCORDING TO AMERICAN FORK CITY STANDARDS
3. TRAP ROCK TO BE INSTALLED AS PER CITY STANDARDS TO AID IN THE REMOVAL OF MUD AND SEDIMENT FROM TIRES AT THE ENTRANCE OF THE EXCAVATION AREA
4. WASHOUT AREA
5. PORTA-POTTY

LEGEND

SILT FENCE



0 50 100 150

(24"x36")
SCALE: 1" = 50'
(11"x17")
SCALE: 1" = 100'

811 Know what's below. Call before you dig.

REVISIONS					
NO.	DATE	DESCRIPTION	BY		
1				DESIGNED BY:	WMS
2				DRAWN BY:	TT
3				CHECK BY:	TGT
4				DATE:	02/26/20
				COGO FILE:	

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CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

AMERICAN FORK, UTAH

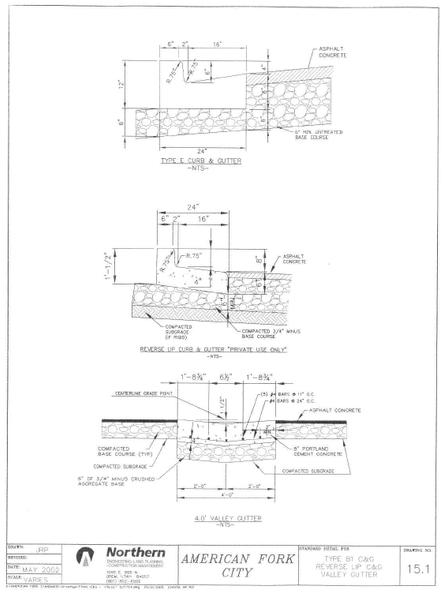
TIMP HOLLOW PLAT 'E'
A RESIDENTIAL SUBDIVISION

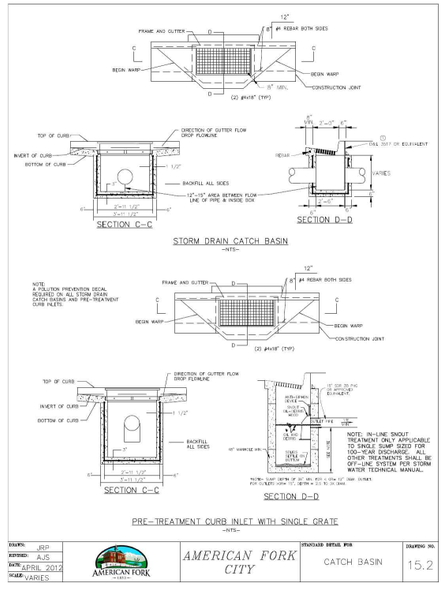
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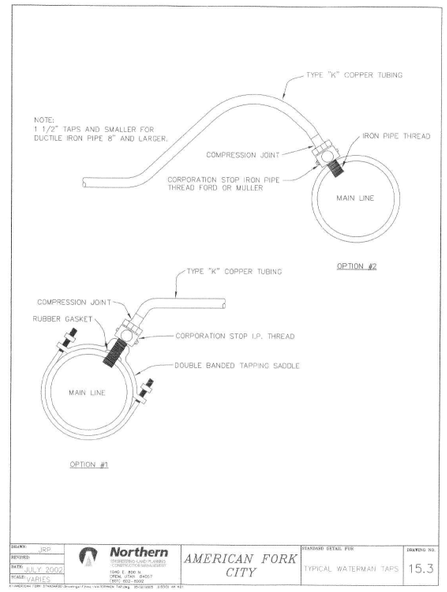
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SHEET NO.

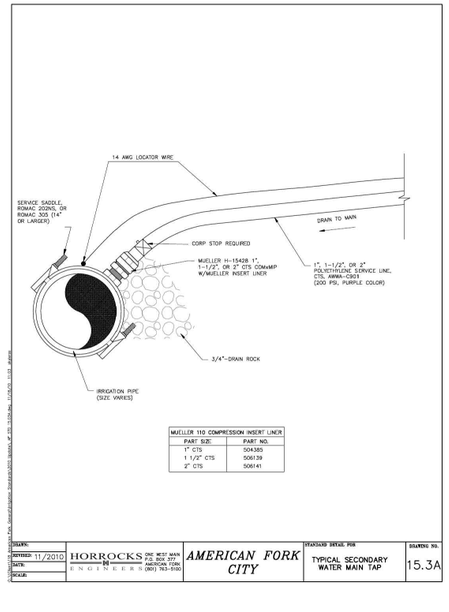
Attachment: 04.12.22 - Timp Hollow Plat E subdivision (Timp Hollow Plat E)

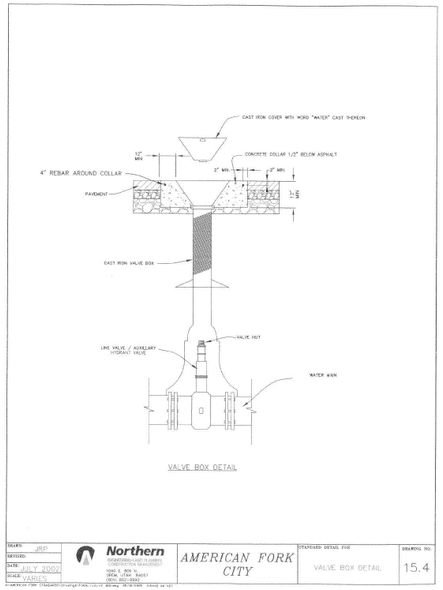
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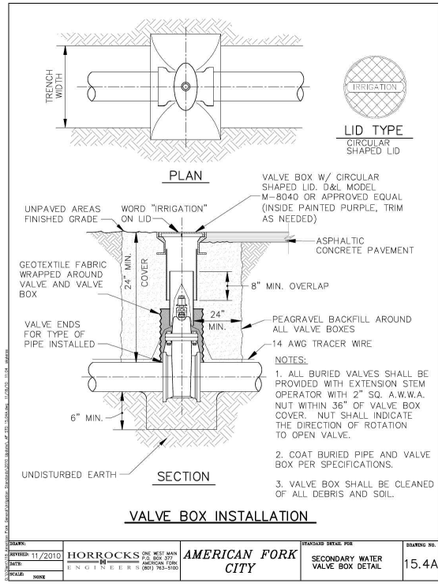


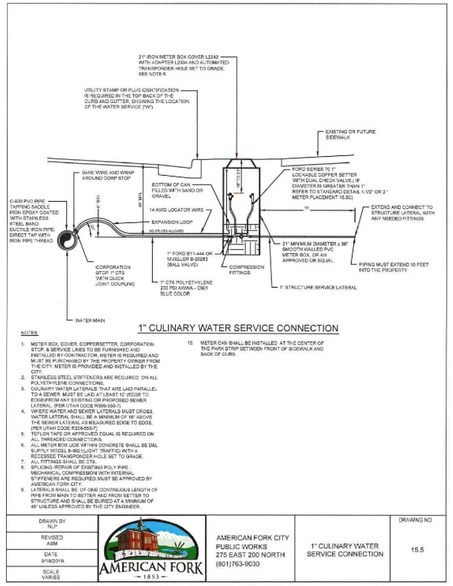


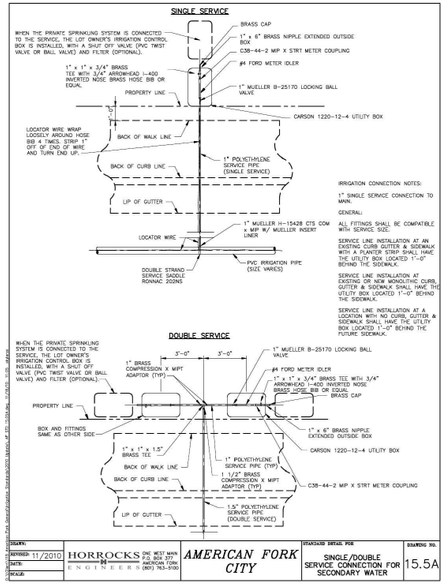


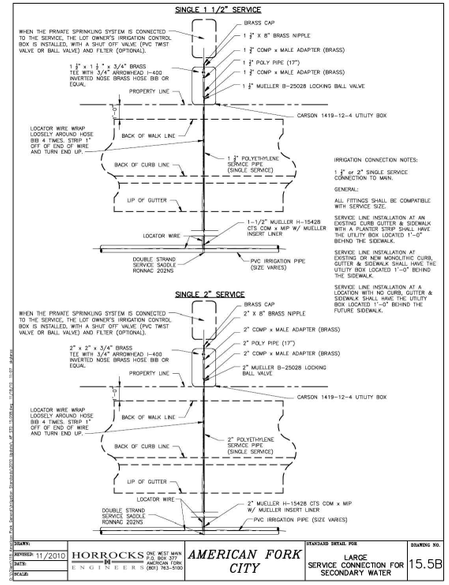


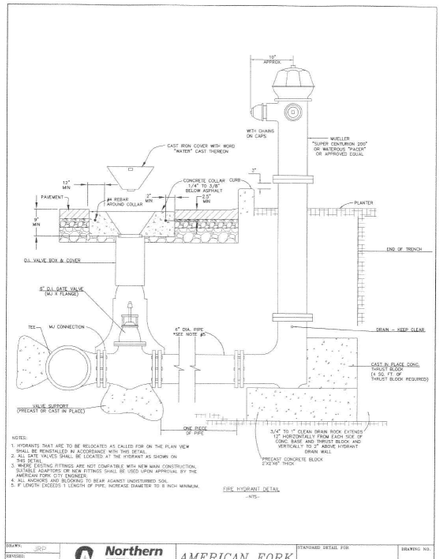












CONTRACTOR TO COORDINATE WITH AMERICAN FORK CITY FOR CURRENT SECONDARY WATER SERVICE DETAIL ONCE IT IS AVAILABLE IN THE CITY STANDARDS

REVISIONS						
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:	TGT	
1				DRAWN BY:	TT	
2				CHECK BY:	TGT	
3				DATE:	10/26/21	
4				CDGD FILE:		

J:\CADENCE\SMART\dwg\05 SWPPP.dwg

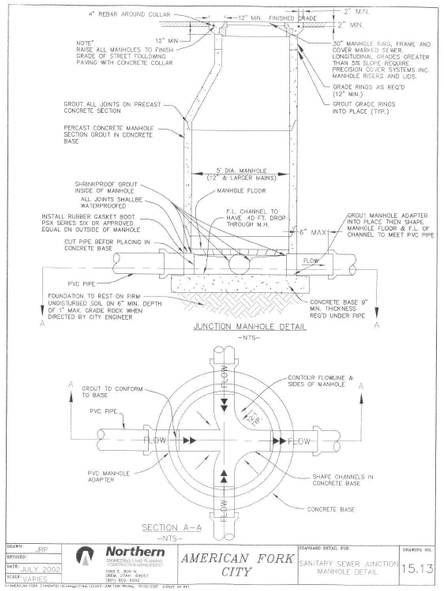
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CONSULTING ENGINEERS AND LAND SURVEYORS
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AMERICAN FORK, UTAH

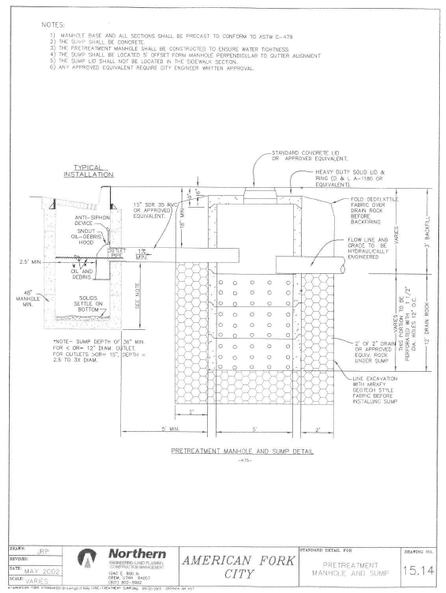
TIMP HOLLOW PLAT 'E'
A RESIDENTIAL SUBDIVISION

DETAIL SHEET 1

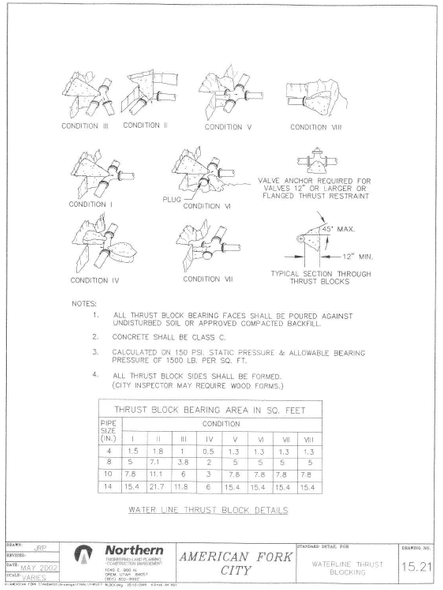
JOB CADTIMF
SHEET NO.



DRAWN: JRP	Northern	AMERICAN FORK CITY	STANDARD DETAIL FOR: SANITARY SEWER JUNCTION MANHOLE DETAIL	DRAWING NO. 15.13
REVISED:				
DATE: JULY 2002				
SCALE: VARIES				



DRAWN: JRP	Northern	AMERICAN FORK CITY	STANDARD DETAIL FOR: PRETREATMENT MANHOLE AND SUMP	DRAWING NO. 15.14
REVISED:				
DATE: MAY 2002				
SCALE: VARIES				

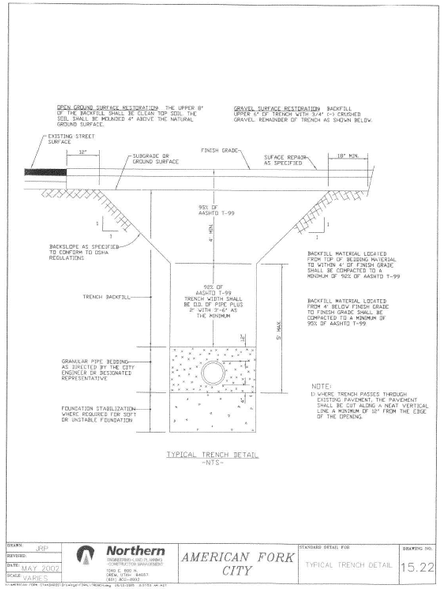


THRUST BLOCK BEARING AREA IN SQ. FEET

PIPE SIZE (IN.)	CONDITION							
	I	II	III	IV	V	VI	VII	VIII
4	1.5	1.8	1	0.5	1.3	1.3	1.3	1.3
8	5	7.1	3.8	2	5	5	5	5
10	7.8	11.1	6	3	7.8	7.8	7.8	7.8
14	15.4	21.7	11.8	6	15.4	15.4	15.4	15.4

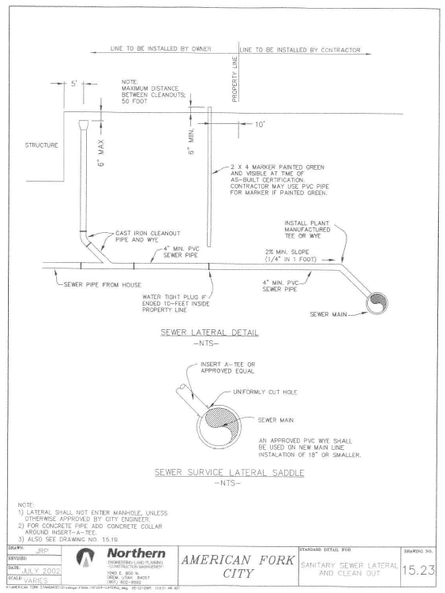
WATER LINE THRUST BLOCK DETAILS

DRAWN: JRP	Northern	AMERICAN FORK CITY	STANDARD DETAIL FOR: WATERLINE THRUST BLOCKING	DRAWING NO. 15.21
REVISED:				
DATE: MAY 2002				
SCALE: VARIES				

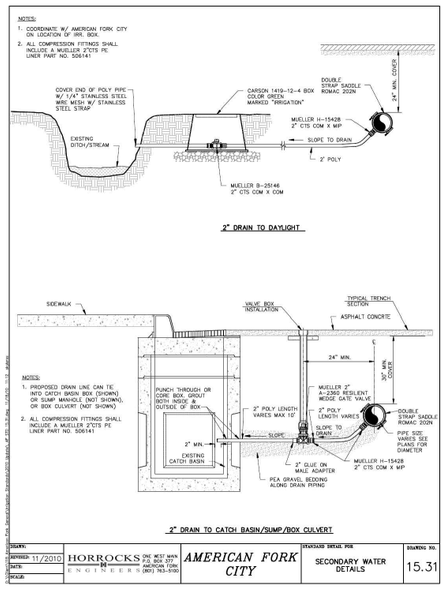


TYPICAL TRENCH DETAIL
-NTS-

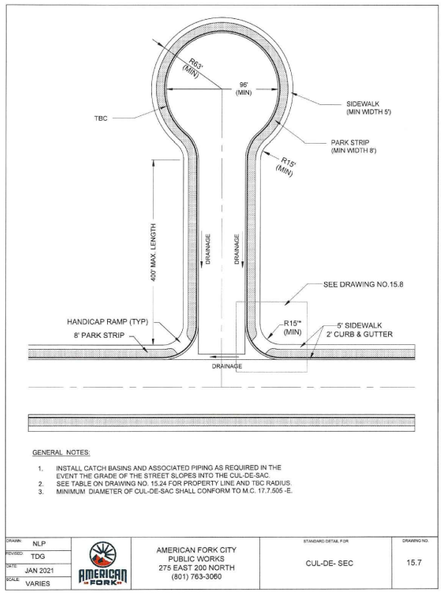
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REVISED:				
DATE: MAY 2002				
SCALE: VARIES				



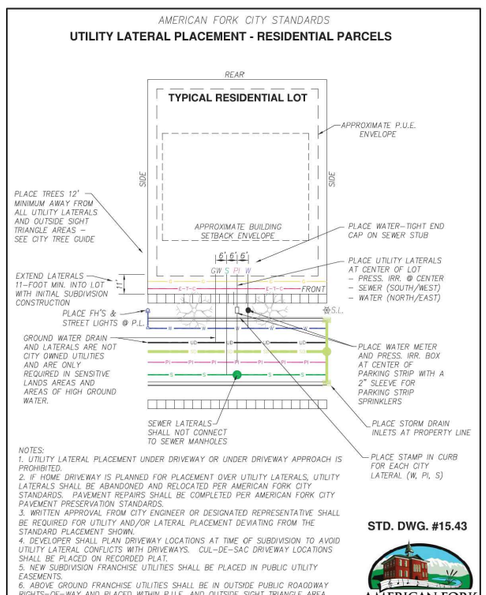
DRAWN: JRP	Northern	AMERICAN FORK CITY	STANDARD DETAIL FOR: SANITARY SEWER LATERAL AND CLEAN OUT	DRAWING NO. 15.23
REVISED:				
DATE: JULY 2002				
SCALE: VARIES				

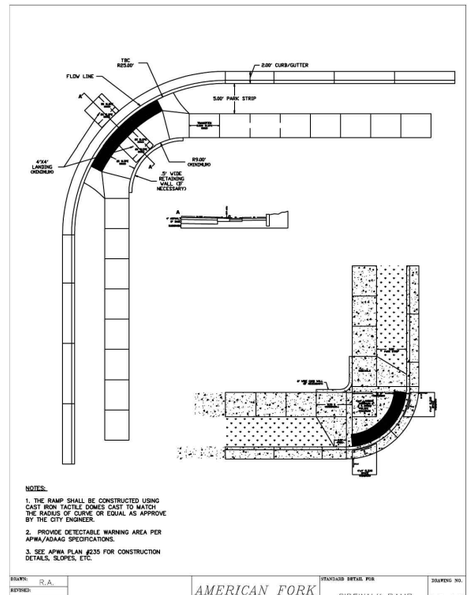


DRAWN:	HORROCKS ENGINEERS	AMERICAN FORK CITY	SECONDARY WATER DETAILS	15.31
REVISED: 11/2010				
DATE:				
SCALE:				



DRAWN: NLP	AMERICAN FORK	AMERICAN FORK CITY PUBLIC WORKS 275 EAST 200 NORTH (801) 763-3060	CUL-DE- SEC	15.7
REVISED: TDG				
DATE: JAN 2021				
SCALE: VARIES				





DRAWN: R.A.	AMERICAN FORK CITY	SIDEWALK RAMP	15.18
REVISED:			
DATE: APR. 2012			
SCALE: VARIES			

Needs updated PI meter detail. Verify other details are current.

REVISIONS						
NO.	DATE	DESCRIPTION	BY			
1				DESIGNED BY:	TT	
2				DRAWN BY:	TT	
3				CHECK BY:	TGT	
4				DATE:	02/26/20	
J:\CADENCE\SMART\dwg\06 DETAIL.dwg				CDGD FILE:		

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CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

AMERICAN FORK, UTAH

TIMP HOLLOW PLAT 'E'
A RESIDENTIAL SUBDIVISION

DETAIL SHEET 2

JOB CADTIMF
SHEET NO.

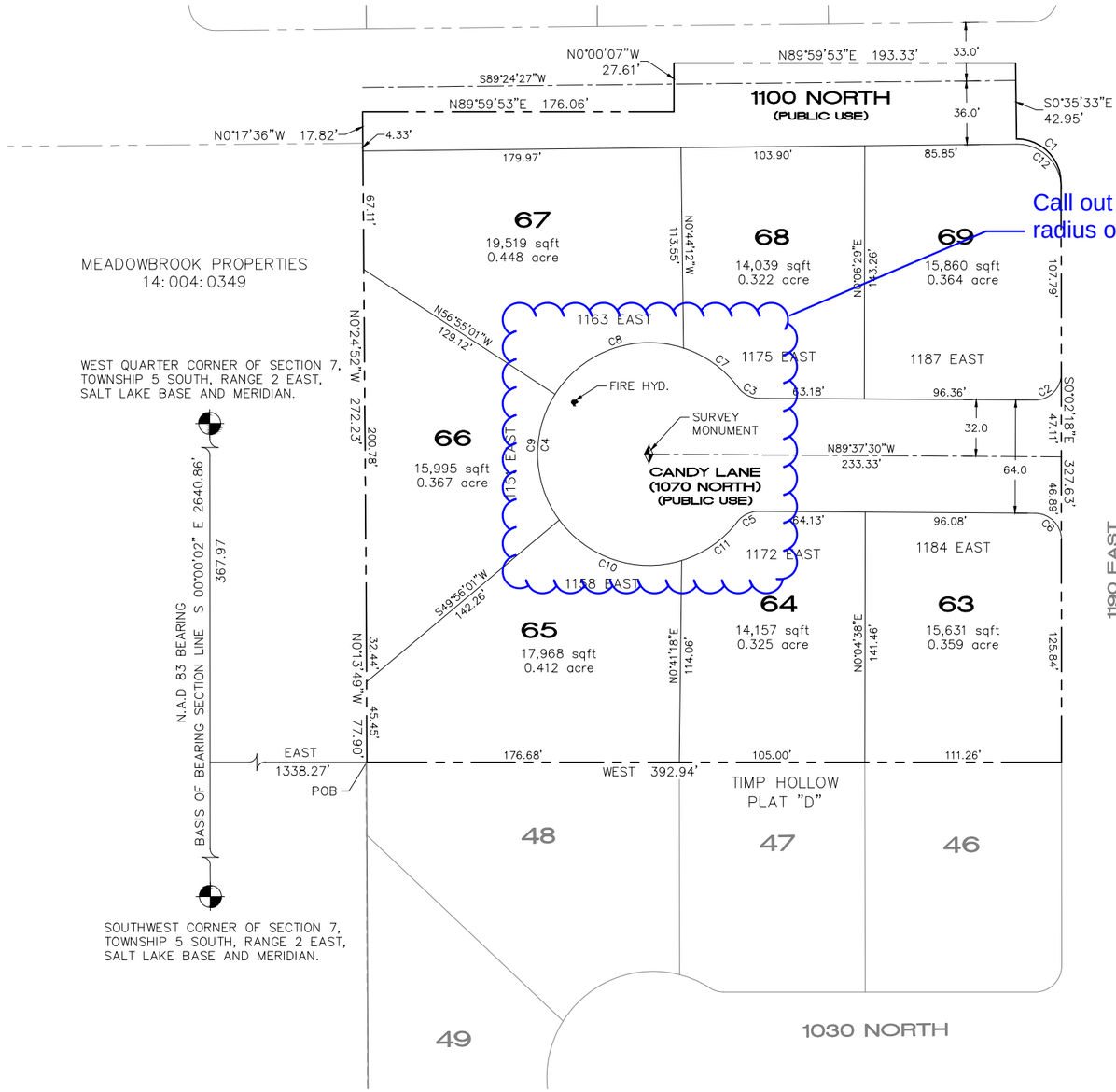
Attachment: 04.12.22 - Timp Hollow Plat E subdivision (Timp Hollow Plat E)

TIMP HOLLOW PLAT "E"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH

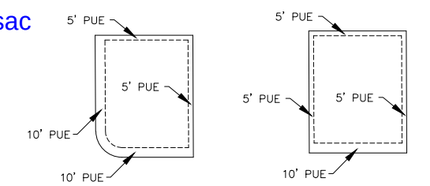
Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.51	25.00	90°33'15"	35.53	S45°18'56"E
C2	23.67	15.00	90°24'48"	21.29	S45°10'06"W
C3	13.86	15.00	52°56'46"	13.37	N63°09'07"W
C4	314.36	63.00	285°53'33"	75.92	S00°22'30"W
C5	13.86	15.00	52°56'46"	13.37	N63°54'07"E
C6	23.45	15.00	89°35'12"	21.14	S44°49'54"E
C7	36.53	63.00	33°13'26"	36.02	N53°17'27"W
C8	85.25	63.00	77°31'55"	78.89	S71°19'53"W
C9	75.65	63.00	68°48'06"	71.19	S01°50'07"E
C10	77.94	63.00	70°53'12"	73.07	S71°40'46"E
C11	38.98	63.00	35°26'55"	38.36	N55°09'11"E
C12	39.51	25.00	90°33'15"	35.53	N45°18'56"W

0 40 80 120
SCALE: 1" = 40'





VICINITY MAP



TYPICAL CORNER LOT TYPICAL INTERIOR LOT

EASEMENT DETAIL

NOTES:
1. ALL PUBLIC STREETS TO BE DEDICATED TO AMERICAN FORK CITY.
2. HISTORICAL DEPTH OF HIGH WATER TABLE AND ELEVATION OF LOWEST FLOOR SLAB (MINIMUM 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON).
3. OFF-SET NAILS TO BE PLACED ON THE BACK OF THE CURB AND 5/8"x24" REBAR WITH THE TRANE ENGINEERING CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO ANY OCCUPANCY.
4. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL
   1- ASPHALT PAVING IS INSTALLED
   2- FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.
5. PARK-STRIP ALONG PUBLIC RIGHT OF WAY TO BE MAINTAINED BY HOME OWNER.
6. FLOOD ZONE X FEMA FLOOD ZONE COMMUNITY PANEL NUMBER 49049C0169F
7. BENCHMARK IS WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.
ELEVATION: 4786.29
8. ZONING IS R1-12000

DEVELOPER
CADENCE HOMES
3400 NORTH ASHTON BLVD.
SUITE #180 LEHI, UT 84043
PHONE (801) 768-0500

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, Travis Trane do hereby certify that I am a Professional Land Surveyor, and that I hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act, Utah Code annotated, 1953 as amended certificate number 5152741.
I further certify that by authority of the owners, I have made a survey of the tract of lanc shown on this plat and described below, have subdivided said tract of land into lots, street and easements, have completed a survey of the property described on this plat in accordar with section 17-23-17, Utah Code annotated, 1953 as amended, have verified all measurements, and have placed monuments as represented on the plat.
I further certify that existing right of way easement grant of record for underground facilities, as defined in section 54-8a-2, Utah Code annotated, 1953 as amended, and for other utility facilities, is accurately described on this plat, and for that this plat is true an correct.

BOUNDARY DESCRIPTION

Commencing at a point which is South 00°00'02" East 367.97 feet along the section line a East 1338.27 feet from the West Quarter Corner of Section 7, Township 5 South, Range 2 East, Salt Lake Base and Meridian: thence North 00°13'49" West 77.90 feet; thence North 00°24'52" West 272.23 feet; thence North 00°17'36" West 17.82 feet; thence North 89°59'5 East 176.06 feet; thence North 00°00'07" West 27.61 feet; thence North 89°59'53" East 193.33 feet; thence South 00°35'33" East 42.95 feet; thence Southeasterly 39.51 feet alon the arc of a 25.00 foot radius curve to the right through a central angle of 90°33'15", the chord of which bears South 45°18'56" East 35.53 feet; thence South 00°02'18" East 327.63 feet; thence West 392.94 feet to the point of beginning.
Parcel contains: 3.44 acres more or less.

Number of lots = 7

Basis of bearing: The line between the West Quarter Corner and the Southwest Corner of Section 7, Township 5 South, Range 2 East, Salt Lake Base and meridian which bears Soutl 00°00'02" East. (N.A.D. 83 BEARINGS AS PER UTAH COUNTY PLAT)

DATE _____ SURVEYOR (See Seal Below) _____

OWNER'S DEDICATION

Known all men by these present that we, all of the undersigned owners of all of the property described in the surveyor's certificate herein and shown on this map, have caused the same to be subdivided into lots, blocks, streets and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS_____ DAY OF_____, 20___

_____ _____

_____ _____

ACKNOWLEDGEMENT

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

ON THE_____DAY OF_____, 20___ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY _____ _____
NOTARY PUBLIC SIGNATURE
COMMISSION # _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE_____OF_____
COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION O ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOS FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF _____, 20__

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

APPROVED: _____ ATTEST: _____
CITY ENGINEER CLERK-RECORDER (See Seal Below)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20_____.
BY THE AMERICAN FORK CITY PLANNING COMMISSION.

_____ _____
PLANNER PLANNING COMMISSION CHAIRMAN

PLAT "E"

TIMP HOLLOW

A RESIDENTIAL SUBDIVISION

AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1"= 40 FEET

RECORDING INFORMATION

SEWER AND WATER AUTHORITY APPROVAL

APPROVED BY THE SEWER AND WATER AUTHORITY ON THIS___DAY OF _____,2022

PUBLIC WORKS DIRECTOR

SURVEYOR SEAL

CLERK-RECORDED SEAL

Attachment: 04.12.22 - Timp Hollow Plat E subdivision (Timp Hollow Plat E)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: March 16th, 2022
STAFF: Patrick O'Brien

AGENDA TOPIC: Hearing, review and action on a preliminary plan and final plat for Timp Hollow Plat E Subdivision, consisting of 7 lots, located at approximately 1190 East 1000 North, in the R1-12,000 zone

BACKGROUND INFORMATION					
Location:		1190 East 1000 North			
Applicants:		Ryan Bybee/Cadence Homes			
Existing Land Use:		Residential Low Density			
Proposed Land Use:					
Surrounding Land Use:	North	Residential Low Density			
	South	Residential Low Density			
	East	Residential Low Density			
	West	Residential Low Density			
Existing Zoning:		R1-12000			
Proposed Zoning:					
Surrounding Zoning:	North	R1-12000			
	South	R1-12000			
	East	R1-12000			
	West	R1-9000			
Land Use Plan Designation:		Residential Low Density			
Zoning within Land Use Plan Designation?		X	Yes		No

Background

This relates to lots 63-69 of the Timp Hollow Development. The development is accessed from 1100 Nort, and the lots within this plat are directly accessed from the Candy Lane (1070 North) Cul-de-Sac.

Consistency with the Land Use Plan

The Land Use Plan designates this area as Residential Low Density. The proposed plat and zoning comply with the Land Use Plan designation; therefore, the proposal is consistent with the Land Use Plan designation.

Attachment: 04.12.22 - Timp Hollow Plat E - Staff report (Timp Hollow Plat E)

Section 17.8.211 of the Development Code

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

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

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

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

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

e. The water rights conveyance documents have been provided.

FINDINGS OF FACT/CONDITION OF APPROVAL

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

1. Timp Hollow Plat E complies with Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).

2. Timp Hollow Plat E meets the criteria as found in Section 17.8.211 of the Development Code.

STAFF RECOMMENDATION:

Approval

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the final plat for Timp Hollow Plat E, subject to any findings, conditions and modifications found in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat for Timp Hollow Plat E.

TABLE

Mr. Chairman, I move that we table the final plat of Timp Hollow Plat E.

Attachment: 04.12.22 - Timp Hollow Plat E - Staff report (Timp Hollow Plat E)

AMERICAN FORK CITY ENGINEERING DIVISION
STAFF REPORT

Planning Commission Meeting Date: 3/16/2022

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

Project Name: Timp Hollow Plat E

Project Address: 1190 East 1000 North

Developer / Applicant's Name: Ryan Bybee, Cadence Homes

Type of Application:

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

Project Map:



Engineering Division Recommendation: The Engineering Division previously recommended DENIAL of the proposed development based on the plan set that City Staff provided to the applicant on March 9, 2022 with outstanding TRC comments that must be resolved in order to meet City requirements. The applicant submitted additional documents on the same day they received comments, March 9, 2022 which did not give City Staff a reasonable amount of time to review the submittal and confirm all TRC comments have been addressed.

Attachment: 04.12.22 - Timp Hollow Plat E - Staff report (Timp Hollow Plat E)

Between the time from when the Planning Commission packet was posted and distributed and March 16, 2022, engineering staff has been able to complete their review and would now recommend APPROVAL of Timp Hollow Plat E with the following conditions:

1. All previous TRC comments are fully addressed including adequate storm drain detention sizing and add the missing notes.

STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

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

Attachment: 04.12.22 - Timp Hollow Plat E - Staff report (Timp Hollow Plat E)

the proper development of the lots and that such reduction will not result in the establishment of a hazardous condition". The applicant has provided a narrative for justification of setback variance, which is included in the appendix of this report. They propose a variance to the side setback, from 8' to 5' (to allow for a 3-car garage), and a variance to the front setback from 25' to 20' (for the house portion only; the garage still being held at 25'). The applicant feels these considerations will allow greater variety of architecture styles for homes, improving the streetscape scene and the reduction of on-street parking. The Planning Commission may, but is not required to, approve such variance. For items that fall outside of a determination of conformity/non-conformity with the code, staff does not make a recommendation to the Planning Commission.

Public Hearing Opened

No comments received.

Public Hearing Closed

Mr. Frandsen moved to recommend approval for the request for reduction in setback requirements as outlined in the applicant's request, for Views at Lakeshore Development, with the stipulation that no pop-outs extend into the 5-foot setbacks.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Nay**
Bruce Frandsen	**Aye**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

Mr. Dudley appreciates that this change will also require less landscaping.

6. Hearing, review and action on a preliminary plan and final plat for Timp Hollow Plat E, located in the area of 1190 East 1000 North, in the R1-12,000 zone

Mr. O'Brien told commissioners that this item relates to lots 63-69 of the Timp Hollow Development. The development is accessed from 1100 North, and the lots within this plat are directly accessed from the Candy Lane (1070 North) Cul-de-Sac.

Ms. Andrus said that when the packets were put together the Engineering Division recommended denial, since then they have received updated plans and now recommend approval with conditions.

Attachment: 04.12.22 - Timp Hollow Plat E - PC Minutes (Timp Hollow Plat E)

The developer hasn't provided a percolation test yet, and the drainage design may need to be adjusted for that. On the north side there is a side path that shows as 8 feet, this will need to be adjusted to show as 10 feet, and the cul-de-sac needs to be corrected to meet standards.

Mr. Frandsen asked if there is any irrigation or runoff water or if is all detained onsite.

Ms. Andrus stated that staff will make sure that all drainage is addressed satisfactorily.

Mr. Ryan Bybee, developer, indicated that this is the last phase of the Timp Hollow subdivision. The initial plat of the project was approved around four years ago. The current engineering review requests that we move the fence, this would result in reduced lot sizes. We would like the fence to match what was previously approved. There is also a review issue with the cul-de-sac, as well as the park strip which ends up at five feet. We want that also to match what was previously approved. Both of these issues reduce the buildable size of the lot.

Mr. Frandsen asked why staff is recommending the additional three feet, is it a code change?

Ms. Andrus said the right-of-way has not changed, and for the cul-de-sac issue there was a design change a few years ago.

Chairman Woffinden said that the commission has to abide by the code. If the plat was approved three years ago that approval has already expired.

Mr. O'Brien said that an original preliminary plat is only valid for one year. Anything approved at the previous time would have expired.

Mr. Bybee said that they can't match the design of the cul-de-sac, and there's nothing on the city website that shows the code change. The design on the website is what they designed to previously. All they are asking is to match what was done previously. If they are being asked to build a fence that is three feet off, that doesn't make sense. He showed on the diagram what he wants to match from the previous plat. He asked if they can request a variance.

Mr. O'Brien replied that this is a design issue that wouldn't apply to a board of adjustment.

Mr. Dudley expressed his disappointment that the code doesn't seem to make sense, he would rather see the two plats match.

Mr. Bybee reiterated that they can't find the new design on the website, he thinks it makes more sense to match what's on the east and the west.

Ms. Peay asked if the current proposal matches the design standards.

Ms. Andrus replied that the revised plans do not match code. Our job as city staff is to determine if the design meets the code requirements or not. We can't arbitrarily say they don't have to meet code.

Ms. Peay again asked if this proposal matches the new design standards. Ms. Andrus indicated that it does but Mr. Bybee is asking to go back to the old standards.

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Chairman Woffinden said that city council can make the ultimate decision, but commissioners have to follow the code as written today.

Mr. Frandsen clarified that city council can grant this request.

Ms. Egner said that the council is also bound by the code, but they are the ones that can change the code and there may be a provision for filling in gaps. Another potential way to move forward is a code change or amended plat down the road.

Public Hearing Opened

No comments received.

Public Hearing Closed

Ms. Peay moved to recommend approval of the final plat for Timp Hollow Plat E, subject to any findings, conditions and modifications found in the engineering report, conditional upon applicant following up with engineering to meet design qualifications and missing items.

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

Chairman Woffinden	**Aye**
Chris Christiansen	**Aye**
Bruce Frandsen	**Nay**
Harold Dudley	**Aye**
Jenny Peay	**Aye**

The motion passed.

Chairman Woffinden indicated that items 7 and 8 will be discussed together but voted separately.

7. Hearing, review and action on a preliminary plan and final plat for Krishna Complex, located in the area of 80 North 996 West, in the GC-2 zone

Mr. O'Brien stated that this project is adjacent to I-15 in the General Commercial 2 (GC-2) zone and is located in the vicinity of 80 North and 1020 West. The proposal includes 2 hotels—one an 86-room facility and the other an 80-room facility. The parking requirement for this proposal is 208 stalls (166 rooms x 1.25 parking stalls).

After reviewing, staff found that it does not meet the parking standards of the code, but the site plan does meet the other requirements. Applicant is requesting a reduction in parking. From a staff perspective we must go with what is in the code, we recommend denial.

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