

AMERICAN FORK CITY COUNCIL
MAY 24, 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, May 24, 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 Hunter; roll call.
2. Presentation of the HERO Award to the American Fork High School State Champions.
3. Presentation of awards from Utah Recreation and Parks Association to American Fork City Recreation and Senior Center.
4. Twenty-minute public comment period - limited to two minutes per person.
5. City Administrator's Report
6. Council Reports
7. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the April 12, 2022, city council minutes.
2. Approval of the authorization to release the Improvements Durability Retainer of \$3,774.00 for Marina Cove Boat Storage Plat B, located at 22 East 1500 South.
3. Approval of the authorization to release the Improvements Durability Retainer of \$40,493.60 for Timp Professional Industrial Park, located at 1325 South 500 East. Original inspection was completed in 2020.
4. Ratification of city payments (May 4, 2022, to May 17, 2022) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on the appointment to the following boards and commissions:
 - Mary Street to the Board of Adjustment, with term ending 2028
 - Brigitte Nelson to the Board of Adjustment, with term ending 2029
2. Review and action of a Reimbursement Agreement for AF Crossings Plats A and B with White Horse Developers, LLC.
3. 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 approval of the final plat for Rockwell Ranch Block 8, located in the area of 980 West 340 South in the TOD zone.
4. Review and action on an ordinance repealing Section 17.1.300 of the American Fork City Code related to zoning of annexed territory and adopting Chapter 17.20 titled “Annexation Policies and Procedures”.
5. Review and action on an ordinance amending Section 15.01.100 of the American Fork City Code titled “Streets”.
6. Review and action on an ordinance amending Section 17.08.304 of the American Fork City Code titled “Project Streets and Sidewalks”.
7. Review and action on a resolution approving an Interlocal Agreement with Cedar Hills and Highland for the 2022 Debris Basin Project.
8. Review and action on a resolution providing for the continuity of government pursuant to the provisions of the Emergency Interim Succession Act.
9. Review and action on setting the date and time for the public hearing for the fiscal year ending June 30, 2023, budgets.
10. Adjournment.

Dated this 20th day of May 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
MAY 24, 2022**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$3,774.00 for Marina Cove Boat Storage Plat B, located at 22 East 1500 South.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$3,774.00 for Marina Cove Boat Storage Plat B. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Warranty Bond Release-Marina Cove Boat Storage Plat B (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for MARINA COVE BOAT STORAGE PLAT B pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$ 3,774.00 _____

PASSED THIS 24 DAY OF MAY, 2022

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Warranty Bond Release-Marina Cove Boat Storage Plat B (Durability Release)

Development Name: Marina Cove Boat Storage Plat B

Development Address: 22 East 1500 South

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

☒ Improvement Warranty Release
(10% Durability Release)

					Inspector Use Only Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Warranty Bond Release				3,774.00	Y
			Total	3,774.00	

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

Name: Ryan Walz

Bank (if applicable):

Address: 22 East 1500 South

City: American Fork State: UT Zip: 84003

Phone: _____ Email: _____

Signature: Ryan Walz Date: _____

City Official Use Only

☒ Fees paid and current

Administrative Signature:

Date: 5/16/22

Inspector Signature: 

Date: 5/16/00

Marina Cove Boat Storage Plat B

Brian Haskell <BHaskell@americanfork.gov>

Wed 5/11/2022 7:17 AM

To: Lori Faught <lfaught@americanfork.gov>

Lori,

Marina Cove Boat Storage Plat B has completed all the punch list items and is approved to release the warranty bond.



AMERICAN
FORK

Brian Haskell | Public Works Inspector
Engineering

P (801) 763-3060 ext.679

F (801) 763-3004

51 E Main St., American Fork, UT 84003

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

MARINA COVE STORAGE, LLC
 22 EAST 1500 SOUTH
 AMERICAN FORK, UT 84003

CENTRAL BANK
 175 E MAIN STREET
 AMERICAN FORK, UT 84003

1083

PAY TO THE ORDER OF American Fork City 2/25/19
three thousand seven hundred seventy four \$ 3,774.00
 DOLLARS

MEMO: Marina Cove Durability Bond

[Signature]
 AUTHORIZED SIGNATURE

Marina Cove Storage, LLC

2/25/2019

Payment Method:

Check No.

Last 4 Card No.

Receipt No.

Check

1083

0

7306

Qty	Description	Line Total
1	Marina Cove 10% durability bond	\$ 3,774.00
0	0	\$ -
0	0	\$ -
0	0	\$ -
0	0	\$ -
0	0	\$ -
0	0	\$ -
0	0	\$ -
0	0	\$ -
Total:		\$3,774.00

Attachment: Warranty Bond Release-Marina Cove Boat Storage Plat B (Durability Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$40,493.60 for Timp Professional Industrial Park, located at 1325 South 500 East. Original inspection was completed in 2020.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$40,493.60 for Timp Professional Industrial Park. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Timp Prof Ind Park bond release request (PDF)
Timp Prof Ind Park Performance Guarantee (XLSX)
Warranty Release authorization form (PDF)



BOND RELEASE REQUEST

Development Name: Time Professional Ind. Park
Development Address: 1325 South 500 East

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

☐ Partial Improvement Assurance Release

☒ Final Improvement Assurance Release

☐ Improvement Warranty Release
(10% Durability Release)

[illegible]

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

Please send check/bank letter to:

Name: Timp Industrial L.L.C.

Bank (if applicable):

Address: 44 Red Pine Drive

City: Alpine

State: Utah

Zip: 84004

Phone:

Email:

Signature:

Date: April 14, 2022

City Official Use Only
 Fees paid and current

Administrative Signature:

Date: 4-19-22

Inspector Signature: _____

Date: 4/19/22

Name of Development: Timp Professional Ind. Park

Date	
1/10/2017	#1 Release

No.	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested
GROUNDWATER							
	8" ADS Subdrain	2323	LF	\$13.00	\$30,199.00	2323	\$30,199.00
	4' GW Manhole Precast	10	Each	\$2,040.00	\$20,400.00	10	\$20,400.00
SANITARY SEWER							
	8" PVC Sewer Line	2409	LF	\$28.00	\$67,452.00	2409	\$67,452.00
	5' Sewer Manhole Precast	11	Each	\$3,250.00	\$35,750.00	11	\$35,750.00
	Sanitary Sewer Lateral Connection	49	Each	\$900.00	\$44,100.00	49	\$44,100.00
CULINARY WATER							
	8" DI Culinary Water	3956	LF	\$35.00	\$138,460.00	3956	\$138,460.00
	8" Gate Valve	10	Each	\$1,200.00	\$12,000.00	10	\$12,000.00
	Fire Hydrant Assembly	10	Each	\$4,200.00	\$42,000.00	10	\$42,000.00
	6" DI Culinary Water Fire Line	135	LF	\$40.00	\$5,400.00	135	\$5,400.00
	6" Gate Valve	3	Each	\$850.00	\$2,550.00	3	\$2,550.00
	2" Water Service Lateral	3	Each	\$1,800.00	\$5,400.00	3	\$5,400.00
STREETS							
	Driveway Apron	175	SF	\$7.00	\$1,225.00		\$0.00

\$403,711.00

\$404,936.00

10% Durability - retained at ICG release

\$40,493.60

ICG Amount

\$445,429.60

Fees

\$4,750.00

Attachment: Timp Prof Ind Park Performance Guarantee (Durability Release)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

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

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

Amount Released: \$ 40,493.60 _____

PASSED THIS 24 DAY OF MAY 2022

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Warranty Release authorization form (Durability Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the following appointments to Committees: Mary Street to the Board of Adjustment, term ending 2027, Brigitte Nelson to the Board of Adjustment, term ending 2028

SUMMARY RECOMMENDATION
Mayor Frost would recommend approval.

BACKGROUND
American Fork City needs members to serve on the Board of Adjustment. Mayor Frost is recommending the following appointments:

- Mary Street, term ending 2027
- Brigitte Nelson, term ending 2028

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to approve the appointments to the Board of Adjustment as presented.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action of a Reimbursement Agreement for AF Crossings Plats A and B with White Horse Developers, LLC

SUMMARY RECOMMENDATION White Horse Developers, LLC proposes a Reimbursement Agreement for system improvements along Lakeshore Drive, 700 West, 900 West and 620 South of the approved AF Crossings Plats A and B developments.

BACKGROUND The City Council approved the AF Crossings Plat A and B developments at the April 16, 2019 work session meeting and approved an extension at the May 26, 2020 regular session meeting. White Horse Developers, LLC has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities along Lakeshore Drive, 700 West, 900 West and 620 South in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the sanitary sewer, culinary water, pressurized irrigation, roadway and storm drain improvements along Lakeshore Drive, 700 West, 900 West and 620 South.

The system improvement impact fees reimbursement adds up to \$126,350.00 for sanitary sewer, \$530,395.00 for culinary water, \$138,330.00 for pressurized irrigation, \$987,662.55 for road and \$561,336.43 for storm drain improvements. The total cost for the system improvements adds up to \$2,344,073.98.

BUDGET IMPACT An amount no greater than \$2,344,073.98 for the upsizing of the public improvements along Lakeshore Drive, 700 West, 900 West and 620 South, which will be applied as sanitary sewer, culinary water, pressurized irrigation, road and storm drain impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement with White Horse Developers, LLC for an amount no greater than \$2,344,073.98 for system improvements along Lakeshore Drive, 700 West, 900 West and 620 South.

SUPPORTING DOCUMENTS

Reimbursement AF Crossings A_B Final (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this _____ day of _____, 2022, by and between White Horse Developers, LLC ("*Developer*") with its principal offices located at 520 South 850 East, Suite A4, Lehi, UT 84043 and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns and/or will develop certain parcels of property located in American Fork, Utah County, Utah, specifically AF Crossings Plat A and AF Crossings Plat B which consists of approximately 63 acres and is further described in Exhibit A attached hereto (the "*Property*").

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

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

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

AGREEMENT

1. **Sanitary Sewer Line.** Developer is proposing to install sanitary sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 15 inch and an 18 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
2. **Storm Sewer Line.** Developer is proposing to install storm sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 30 inch and a 42 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
3. **Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks

to have the pipe within development upsized to a 12 inch and a 16 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. Pressurized Irrigation Line. Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 8 inch and a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

5. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads (Lakeshore Drive, 900 West, 700 West and 620 South) within AF Crossings constructed wider than is necessary for the development and to construct a round-about per the Transportation Element of the General Plan to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
AF Crossing Plats A-G Combined

PLAT A

BEGINNING AT A POINT LOCATED N89°52'20"E 2170.18 FEET AND S00°26'22"E 620.17 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°40'12" WEST 454.19 FEET; THENCE WEST 5.62 FEET; THENCE SOUTH 01°10'00" WEST 650.91 FEET; THENCE NORTH 88°34'45" EAST 11.27 FEET; THENCE SOUTH 01°33'05" WEST 1260.43 FEET; THENCE ALONG THE ARC OF A 662.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 364.42 FEET (CURVE HAVING A CENTRAL ANGLE OF 31°32'27" AND LONG CHORD BEARS N48°13'47"W 359.84 FEET); THENCE NORTH 57°32'26" EAST 20.00 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 381.09 FEET (CURVE HAVING A CENTRAL ANGLE OF 34°00'38" AND LONG CHORD BEARS N15°27'15"W 375.52 FEET); THENCE NORTH 01°33'05" EAST 891.95 FEET; THENCE ALONG THE ARC OF A 792.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 322.29 FEET (CURVE HAVING A CENTRAL ANGLE OF 23°18'56" AND LONG CHORD BEARS N13°12'32"E 320.07 FEET); THENCE NORTH 24°52'00" EAST 20.8259 FEET; THENCE NORTH 65°08'00" WEST 1247.80 FEET; THENCE NORTH 01°01'26" EAST 481.06 FEET; THENCE SOUTH 65°08'00" EAST 128.08 FEET; THENCE ALONG THE ARC OF A 564.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 151.36 FEET (CURVE HAVING A CENTRAL ANGLE OF 15°22'34" AND LONG CHORD BEARS N15°43'12"E 150.90 FEET); THENCE SOUTH 89°37'30" EAST 80.63 FEET; THENCE ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 18.90 FEET (CURVE HAVING A CENTRAL ANGLE OF 72°12'35" AND LONG CHORD BEARS S29°01'43"E 17.68 FEET); THENCE SOUTH 65°08'00" EAST 73.40 FEET; THENCE NORTH 25°49'32" EAST 111.15 FEET; THENCE SOUTH 84°19'13" EAST 111.29 FEET; THENCE ALONG THE ARC OF 243.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 28.63 FEET (CURVE HAVING A CENTRAL ANGLE OF 06°45'04" AND LONG CHORD BEARS N04°20'18"E 28.62 FEET); THENCE NORTH 00°57'46" EAST 191.44 FEET; THENCE SOUTH 89°59'55" WEST 102.20 FEET; THENCE NORTH 01°00'15" EAST 426.91 FEET; THENCE SOUTH 89°01'56" EAST 278.69 FEET; THENCE SOUTH 00°58'07" WEST 728.75 FEET; THENCE NORTH 89°49'39" EAST 47.33 FEET; THENCE SOUTH 00°27'39" WEST 179.69 FEET; THENCE SOUTH 24°52'00" WEST 64.00 FEET; THENCE NORTH 65°08'00" WEST 32.98 FEET; THENCE SOUTH 24°52'00" WEST 108.00 FEET; THENCE SOUTH 65°08'00" EAST 420.00 FEET; THENCE NORTH 24°52'00" EAST 164.01 FEET; THENCE SOUTH 65°08'00" EAST 411.52 FEET TO THE POINT OF BEGINNING. AREA = 1,651,214 SF OR 37.91 ACRES BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 27)

PLAT B

BEGINNING AT A POINT LOCATED S89°52'20"W 2552.50 FEET AND SOUTH 1813.11 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°33'05" WEST 558.65 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 381.09 FEET (CURVE HAVING A CENTRAL ANGLE OF 34°00'38" AND LONG CHORD BEARS S15°27'15"E 275.52 FEET); THENCE SOUTH 57°32'26" WEST 20.00 FEET; THENCE ALONG THE ARC OF A 662.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 61.16 FEET (CURVE HAVING A CENTRAL ANGLE OF 05°17'37" AND LONG CHORD BEARS S35°06'23"E 61.14 FEET); THENCE ALONG THE ARC OF A NON-TANGENT 10.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 14.78 FEET (CURVE HAVING A CENTRAL ANGLE OF 84°42'23" AND LONG CHORD BEARS N80°06'23"W 13.47 FEET); THENCE SOUTH 57°32'26" WEST 31.45 FEET; THENCE ALONG THE ARC OF A 527.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 292.95 FEET (CURVE HAVING A CENTRAL ANGLE OF 31°50'58" AND LONG CHORD BEARS S73°27'55"W 289.19 FEET); THENCE SOUTH 89°23'24" WEST 550.03 FEET; THENCE ALONG THE ARC OF 750.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 407.03 FEET (CURVE HAVING A CENTRAL ANGLE OF 31°05'41" AND LONG CHORD BEARS N75°03'46"W 402.05 FEET); THENCE NORTH 27°34'34" EAST 486.75 FEET; THENCE ALONG THE ARC OF 464.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 224.39 FEET (CURVE HAVING A CENTRAL ANGLE OF 27°42'28" AND LONG CHORD BEARS N13°43'20"E 222.21 FEET); THENCE NORTH 00°07'53" WEST 1043.06 FEET; THENCE ALONG THE ARC OF 364.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 140.87 FEET (CURVE HAVING A CENTRAL ANGLE OF 22°10'27" AND LONG CHORD BEARS N11°13'07"W 139.99 FEET); THENCE NORTH 22°18'20" WEST 210.72 FEET; THENCE ALONG THE ARC OF 436.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 137.87 FEET (CURVE HAVING A CENTRAL ANGLE OF 18°07'05" AND LONG CHORD BEARS N13°14'48"W 137.30 FEET); THENCE SOUTH 65°08'00" EAST 94.95 FEET; THENCE ALONG THE ARC OF 356.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.33 FEET (CURVE HAVING A CENTRAL ANGLE OF 10°40'34" AND LONG CHORD BEARS S16°58'03"E 66.24 FEET); THENCE SOUTH 22°18'20" EAST 210.72 FEET; THENCE ALONG THE ARC OF 444.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 171.83 FEET (CURVE HAVING A CENTRAL ANGLE OF 22°10'27" AND LONG CHORD BEARS S11°13'07"E 170.76 FEET); THENCE SOUTH 00°07'53" EAST 694.85 FEET; THENCE ALONG THE ARC OF 25.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 38.54 FEET (CURVE HAVING A CENTRAL ANGLE OF 88°19'02" AND LONG CHORD BEARS S44°17'24"E 34.83 FEET); THENCE SOUTH 88°26'55" EAST 740.19 FEET; THENCE ALONG THE ARC OF 30.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 47.12 FEET (CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND LONG CHORD BEARS N46°33'05"E 42.43 FEET) TO THE POINT OF BEGINNING. AREA = 1,120,576 SF OR 25.72 ACRES BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22.

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

Attachment: Reimbursement AF Crossings A_B Final (Reimbursement Agreement for AF Crossings Plats A and B with White Horse

Name of Development: AF CROSSINGS PLAT A

Minimum Standard						Upsize			
EXHIBIT	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	Reimbursement
#	SITE & SWPPP								
1	Clear And Grub	8811	CY	\$4.00	\$35,244.00	9910	\$4.00	\$39,640.00	\$4,396.00
1	Subgrade Prep Site	475800	SF	\$0.13	\$61,854.00	535000	\$0.13	\$69,550.00	\$7,696.00
SEWER									
	15" Sewer Main	100	LF	\$35.00	\$3,500.00	100	\$80.00	\$8,000.00	\$4,500.00
	4x15" Sewer Lat	56	EACH	\$1,700.00	\$95,200.00	58	\$2,150.00	\$124,700.00	\$29,500.00
CULINARY WATER									
	16" Main	1670	LF	\$28.00	\$46,760.00	1670	\$105.00	\$175,350.00	\$128,590.00
	16" Valves	7	Each	\$2,000.00	\$14,000.00	7	\$5,800.00	\$40,600.00	\$26,600.00
	16" Fittings	7	Each	\$850.00	\$5,950.00	7	\$2,000.00	\$14,000.00	\$8,050.00
	12" Main	1705	LF	\$28.00	\$47,740.00	1705	\$50.00	\$85,250.00	\$37,510.00
	12" Valves	4	Each	\$2,000.00	\$8,000.00	4	\$3,500.00	\$14,000.00	\$6,000.00
	12" Fitting	2	Each	\$850.00	\$1,700.00	2	\$1,300.00	\$2,600.00	\$900.00
	Fire Hydrant off 16"	2	Each	\$6,500.00	\$13,000.00	2	\$7,500.00	\$15,000.00	\$2,000.00
	Fire Hydrant off 12"	1	Each	\$6,500.00	\$6,500.00	1	\$7,000.00	\$7,000.00	\$500.00
	Water Service off 12"	0	Each	\$1,700.00	\$0.00	2	\$2,000.00	\$4,000.00	\$4,000.00
	Water Service off 16"	1	Each	\$1,700.00	\$1,700.00	2	\$2,300.00	\$4,600.00	\$2,900.00
2	Dual Water Service off 16"	8	Each	\$3,100.00	\$24,800.00	8	\$3,700.00	\$29,600.00	\$4,800.00
	Cathodic Protection	1	LS	\$0.00	\$0.00	1	\$65,000.00	\$65,000.00	\$65,000.00
PRESSURIZED IRRIGATION									
	12" Main	400	LF	\$22.00	\$8,800.00	400	\$52.00	\$20,800.00	\$12,000.00
	12" Valves	2	Each	\$1,400.00	\$2,800.00	2	\$3,500.00	\$7,000.00	\$4,200.00
	12" Fittings	1	Each	\$650.00	\$650.00	1	\$1,200.00	\$1,200.00	\$550.00
	8" Main	5390	LF	\$22.00	\$118,580.00	5390	\$30.00	\$161,700.00	\$43,120.00
	8" Valves	20	Each	\$1,400.00	\$28,000.00	20	\$2,000.00	\$40,000.00	\$12,000.00
	8" Fittings	12	Each	\$650.00	\$7,800.00	12	\$850.00	\$10,200.00	\$2,400.00
	PI Service off 8"	12	Each	\$1,500.00	\$18,000.00	12	\$1,700.00	\$20,400.00	\$2,400.00
3	Dual PI Service off 8"	21	Each	\$2,900.00	\$60,900.00	21	\$3,100.00	\$65,100.00	\$4,200.00
3	2" PI Meter and Vault	0	Each	\$0.00	\$0.00	3	\$10,500.00	\$31,500.00	\$31,500.00
STREETS									
COLLECTOR - 900 WEST									
	14" Sub Base	20400	SF	\$1.25	\$25,500.00	25200	\$1.25	\$31,500.00	\$6,000.00
	9" Thick - 1" Minus Road Base	20400	SF	\$1.00	\$20,400.00	25200	\$1.00	\$25,200.00	\$4,800.00
	4" Bituminous Asphalt	20400	SF	\$1.20	\$24,480.00	25200	\$1.55	\$39,060.00	\$14,580.00
1	Fill Associated to Upside Width	0	CY	\$23.00	\$0.00	30	\$23.00	\$690.00	\$690.00
4	Land Value for Upsized ROW Width	0	ACRE	\$257,784.32	\$0.00	0.03	\$257,784.32	\$7,733.53	\$7,733.53
COLLECTOR - 700 W									
	14" Sub Base	84320	SF	\$1.25	\$105,400.00	133920	\$1.25	\$167,400.00	\$62,000.00
	9" Thick - 1" Minus Road Base	84320	SF	\$1.00	\$84,320.00	133920	\$1.00	\$133,920.00	\$49,600.00
	4" Bituminous Asphalt	84320	SF	\$1.20	\$101,184.00	133920	\$1.55	\$207,576.00	\$106,392.00
	TSSD Road	0	SF	\$0.00	\$0.00	12400	\$3.50	\$43,400.00	\$43,400.00
	24" Modified Curb	0	LF	\$0.00	\$0.00	290	\$35.00	\$10,150.00	\$10,150.00
	6" Ribbon Curb	0	LF	\$0.00	\$0.00	580	\$35.00	\$20,300.00	\$20,300.00
	B5 C&G	0	LF	\$0.00	\$0.00	200	\$45.00	\$9,000.00	\$9,000.00
	Median Concrete for Roundabout	0	SF	\$0.00	\$0.00	4645	\$13.00	\$60,385.00	\$60,385.00
1	Fill Associated to Upside Width	0	CY	\$23.00	\$0.00	180	\$23.00	\$4,140.00	\$4,140.00
4	Land Value for Upsized ROW Width	0	ACRE	\$257,784.32	\$0.00	0.838	\$257,784.32	\$216,023.26	\$216,023.26
COLLECTOR - 620 SOUTH									
	14" Sub Base	8670	SF	\$1.25	\$10,837.50	10060	\$1.25	\$12,575.00	\$1,737.50
	9" Thick - 1" Minus Road Base	8670	SF	\$1.00	\$8,670.00	10060	\$1.00	\$10,060.00	\$1,390.00
	4" Bituminous Asphalt	8670	SF	\$1.20	\$10,404.00	10060	\$1.55	\$15,593.00	\$5,189.00
	10" Curb	0	LF	\$0.00	\$0.00	175	\$45.00	\$7,875.00	\$7,875.00
	Plowable End Sections	0	EACH	\$0.00	\$0.00	2	\$650.00	\$1,300.00	\$1,300.00
	4" Sidewalk	1100	SF	\$6.50	\$7,150.00	1320	\$6.50	\$8,580.00	\$1,430.00
4	Land Value for Upsized ROW Width	0	ACRE	\$257,784.32	\$0.00	0.01	\$257,784.32	\$2,577.84	\$2,577.84
STORM DRAINAGE									
7	30" RCP Storm Drain vs 18"	2425	LF	\$55.00	\$133,375.00	2425	\$100.00	\$242,500.00	\$109,125.00
5.1-5.3	Fill Associated to Upside Pipe - 30" VS 18"	0	CY	\$23.00	\$0.00	434	\$23.00	\$9,988.20	\$9,988.20
7	42" RCP Storm Drain vs 30"	490	LF	\$100.00	\$49,000.00	490	\$150.00	\$73,500.00	\$24,500.00
6	Fill Associated to Upside Pipe - 42" VS 30"	0	CY	\$23.00	\$0.00	114	\$23.00	\$2,620.62	\$2,620.62
	Enviro 21 System vs 6R	1	EACH	\$40,000.00	\$40,000.00	1	\$75,000.00	\$75,000.00	\$35,000.00
	30" Flared End vs 15"	1	EACH	\$1,200.00	\$1,200.00	1	\$1,600.00	\$1,600.00	\$400.00

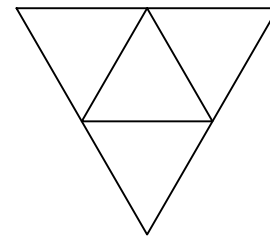
Total \$1,263,638.95

Attachment: Reimbursement AF Crossings A_B Final (Reimbursement Agreement for AF Crossings Plats A and B with White Horse

Name of Development: AF CROSSINGS PLAT B

Minimum Standard						Upsize			
EXHIBIT	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	Reimbursement
#	SITE & SWPPP								
1	Clear And Grub	642	CY	\$4.00	\$2,568.00	7761	\$4.00	\$31,044.00	\$28,476.00
1	Clear And Grub (LAKESHORE)	284	CY	\$4.00	\$1,136.00	2054	\$4.00	\$8,216.00	\$7,080.00
1	Subgrade Prep Site	17334	SF	\$0.13	\$2,253.42	419075	\$0.13	\$54,479.75	\$52,226.33
1	Subgrade Prep Site (LAKESHORE)	7668	SF	\$0.13	\$996.84	110925	\$0.13	\$14,420.25	\$13,423.41
SEWER									
	18" Sewer Main	1370	LF	\$35.00	\$47,950.00	1370	\$90.00	\$123,300.00	\$75,350.00
	4x18" Sewer Lat	10	EACH	\$1,700.00	\$17,000.00	10	\$2,400.00	\$24,000.00	\$7,000.00
	TSSD Vault Riser	1	EACH	\$0.00	\$0.00	1	\$10,000.00	\$10,000.00	\$10,000.00
CULINARY WATER									
	16" Main	1995	LF	\$28.00	\$55,860.00	1995	\$105.00	\$209,475.00	\$153,615.00
	16" Valves	8	Each	\$2,000.00	\$16,000.00	8	\$5,800.00	\$46,400.00	\$30,400.00
	16" Fittings	7	Each	\$850.00	\$5,950.00	7	\$2,000.00	\$14,000.00	\$8,050.00
	12" Main	90	LF	\$28.00	\$2,520.00	90	\$50.00	\$4,500.00	\$1,980.00
	12" Valves	1	Each	\$2,000.00	\$2,000.00	1	\$3,500.00	\$3,500.00	\$1,500.00
	Fire Hydrant off 16"	3	Each	\$6,500.00	\$19,500.00	3	\$7,500.00	\$22,500.00	\$3,000.00
	Cathodic Protection	1	LS	\$0.00	\$0.00	1	\$45,000.00	\$45,000.00	\$45,000.00
PRESSURIZED IRRIGATION									
	8" Main	2245	LF	\$22.00	\$49,390.00	2245	\$30.00	\$67,350.00	\$17,960.00
	8" Valves	11	Each	\$1,400.00	\$15,400.00	11	\$2,000.00	\$22,000.00	\$6,600.00
	8" Fittings	7	Each	\$650.00	\$4,550.00	7	\$850.00	\$5,950.00	\$1,400.00
STREETS									
COLLECTOR - LAKESHORE DRIVE									
	14" Sub Base	45110	SF	\$1.25	\$56,387.50	55550	\$1.25	\$69,437.50	\$13,050.00
	9" Thick - 1" Minus Road Base	45110	SF	\$1.00	\$45,110.00	55550	\$1.00	\$55,550.00	\$10,440.00
	4" Bituminous Asphalt	45110	SF	\$1.20	\$54,132.00	55550	\$1.55	\$86,102.50	\$31,970.50
2	Fill Associated to Upside Width	0	CY	\$23.00	\$0.00	1445	\$23.00	\$33,235.00	\$33,235.00
3	Land Value for Upsized Round-A-Bout	0	ACRE	\$257,784.32	\$0.00	0.02	\$257,784.32	\$5,155.69	\$5,155.69
COLLECTOR - 900 WEST									
	14" Sub Base	107610	SF	\$1.25	\$134,512.50	132930	\$1.25	\$166,162.50	\$31,650.00
	9" Thick - 1" Minus Road Base	107610	SF	\$1.00	\$107,610.00	132930	\$1.00	\$132,930.00	\$25,320.00
	4" Bituminous Asphalt	107610	SF	\$1.20	\$129,132.00	132930	\$1.55	\$206,041.50	\$76,909.50
2	Fill Associated to Upside Width	0	CY	\$23.00	\$0.00	875	\$23.00	\$20,125.00	\$20,125.00
3	Land Value for Upsized ROW Width	0	ACRE	\$257,784.32	\$0.00	0.4	\$257,784.32	\$103,113.73	\$103,113.73
STORM DRAINAGE									
4	42" RCP Storm Drain vs 30"	941	LF	\$100.00	\$94,100.00	941	\$150.00	\$141,150.00	\$47,050.00
5	Fill Associated to Upside Pipe - 42" VS 30"	0	CY	\$23.00	\$0.00	220.61	\$23.00	\$5,074.08	\$5,074.08
4	48" RCP Storm Drain vs 36"	1249	LF	\$110.00	\$137,390.00	1249	\$195.00	\$243,555.00	\$106,165.00
5	Fill Associated to Upside Pipe - 48" VS 36"	0	CY	\$23.00	\$0.00	163.30	\$23.00	\$3,755.79	\$3,755.79
4	48" RCP Storm Drain vs 42"	203	LF	\$150.00	\$30,450.00	203	\$195.00	\$39,585.00	\$9,135.00
	Enviro 21 System vs 6R	1	EACH	\$75,000.00	\$75,000.00	2	\$75,000.00	\$150,000.00	\$75,000.00
4	Diversion Vault	0	EACH	\$0.00	\$0.00	1	\$20,000.00	\$20,000.00	\$20,000.00
4	48" Flared End vs 42"	1	EACH	\$2,525.00	\$2,525.00	1	\$2,750.00	\$2,750.00	\$225.00
		</							

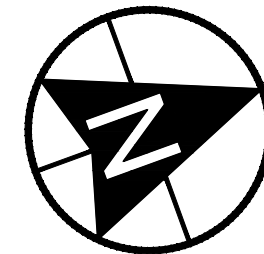
TOTAL	\$1,080,435.02
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**WHITE HORSE
DEVELOPERS**
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

**AF
CROSSING
PLAT A**



0 60 120 240 360
SCALE: 1"= 120'



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

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	06/03/2021
1	5-3-21	PAVEMENT SECTIONS	
2	5-3-21	900 W ALIGNMENT	
3			
4			
5			
6			

ACTION	DATE
FINAL PLAN	04/01/2021

PROJECT

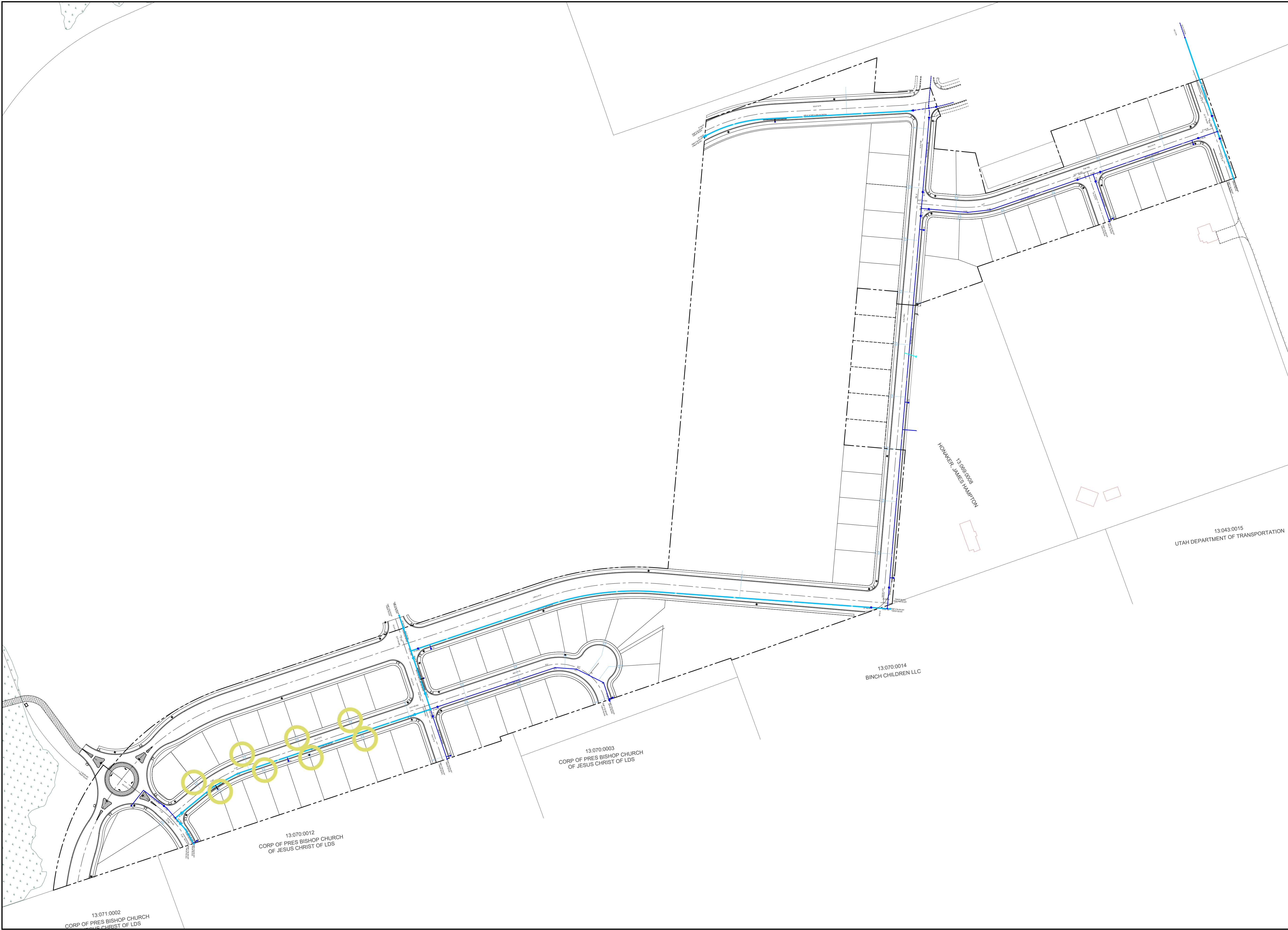
**AF CROSSING
PLAT A**
A FLEXIBLE LOT
PR3.0 PUD

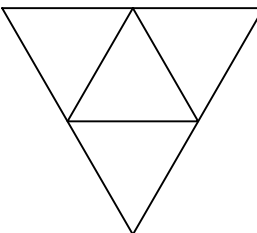
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**FINAL
CONSTRUCTION
PLANS**

SHEET NAME	SHEET NUMBER
UPSIZED ROADWAYS	EX 1

using drawing software and printed on standard weight paper


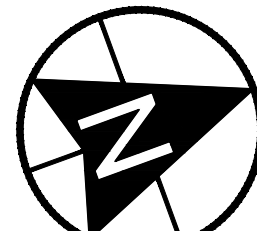





WHITE HORSE DEVELOPERS
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

AF CROSSING
PLAT A



SCALE: 1"= 120'



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	5-3-21	PAVEMENT SECTIONS	06/03/2021
2	5-3-21	900' W ALIGNMENT	
3			
4			
5			
6			

ACTION	DATE
FINAL PLAN	04/01/2021

PROJECT

AF CROSSING
PLAT A

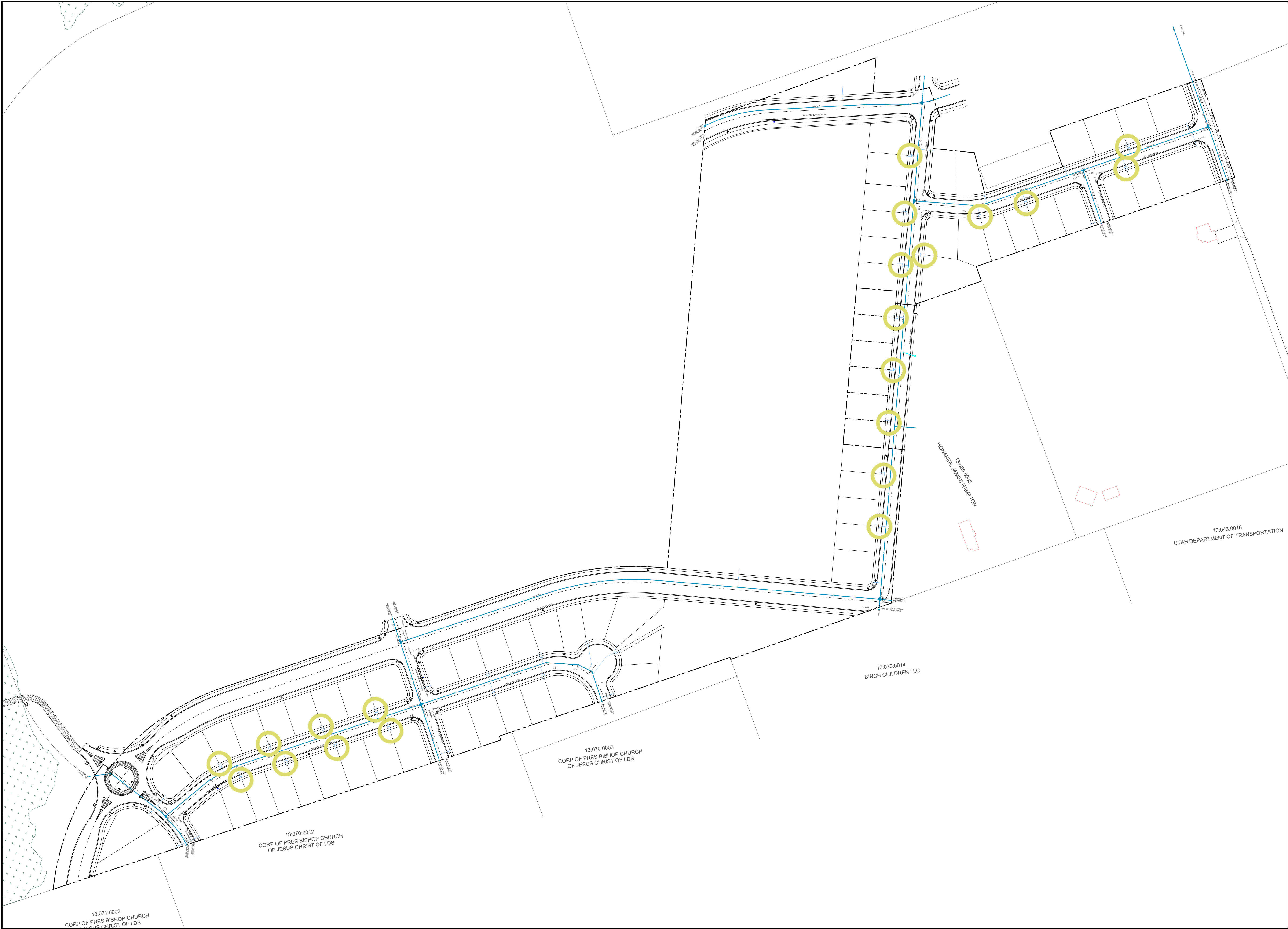
A FLEXIBLE LOT
PR3.0 PUD

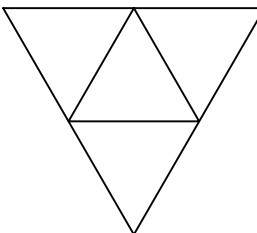
DESCRIPTION

FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
DUAL WATER SERVICE UPSIZE	EX 2

THIS DRAWING IS THE PROPERTY OF BERG CIVIL ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BERG CIVIL ENGINEERING.


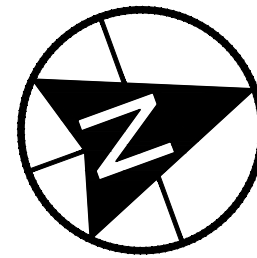





**WHITE HORSE
DEVELOPERS**
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

AF CROSSING PLAT A



SCALE: 1"= 120'



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	6-3-21	PAVEMENT SECTIONS	06/03/2021
2	6-3-21	900 W ALIGNMENT	
3			
4			
5			
6			

ACTION	DATE
FINAL PLAN	04/01/2021

PROJECT

AF CROSSING PLAT A

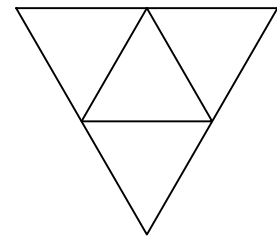
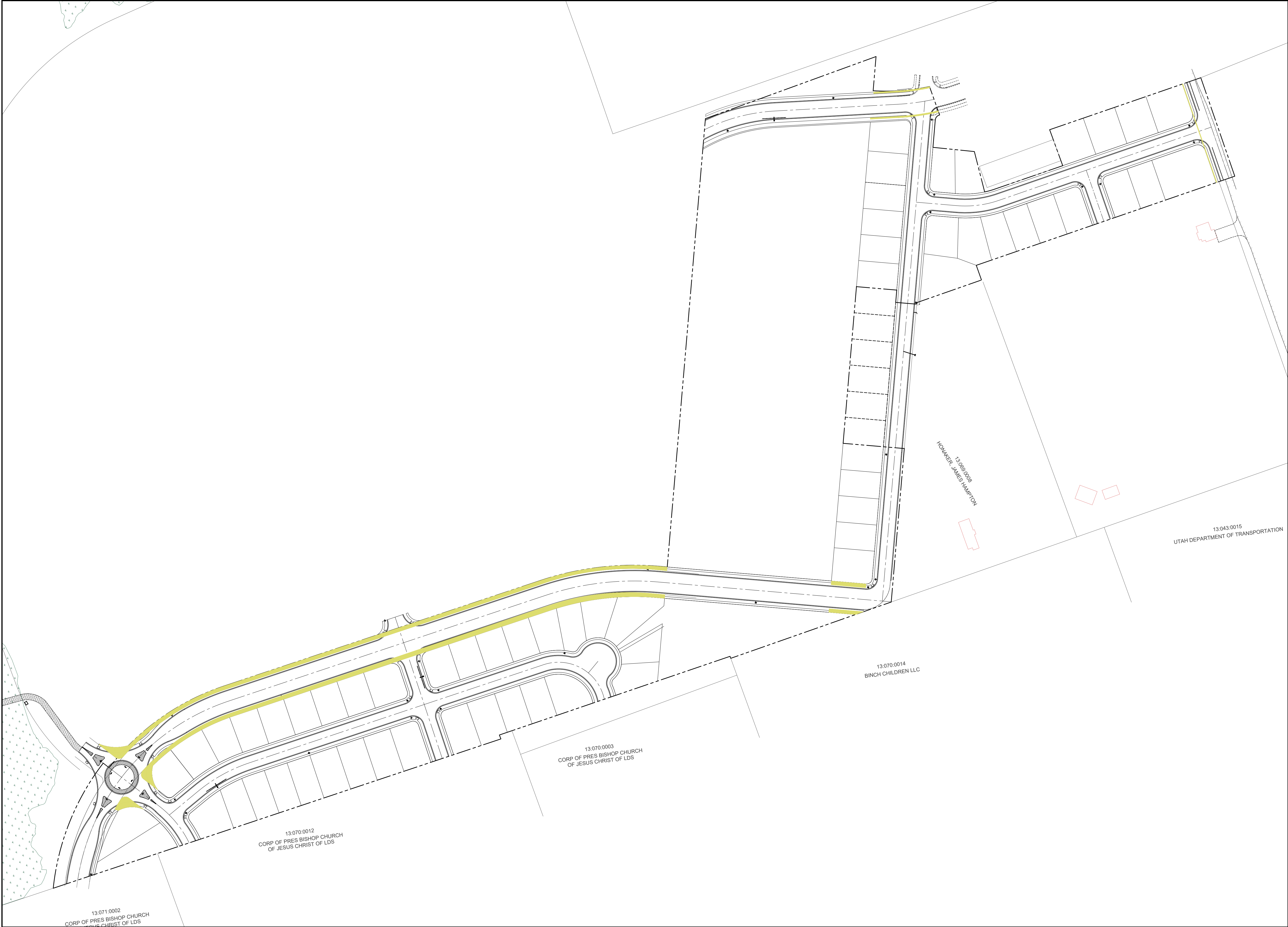
A FLEXIBLE LOT
PR3.0 PUD

DESCRIPTION

FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
DUAL PI SERVICE UPSIZE	EX 3

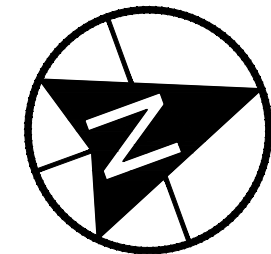
using AutoCAD 2021 and civil 3D 2021 for all drawings
all drawings are in metric units



**WHITE HORSE
DEVELOPERS**
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

**AF
CROSSING
PLAT H**



0 60 120 240 360
SCALE: 1"= 120'



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Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	01/29/2022
1			
2			
3			
4			
5			
6			
ACTION		DATE	1/29/2022

PROJECT

**AF CROSSING
PLAT H**
A RESIDENTIAL - AGRICULTURE
SUBDIVISION

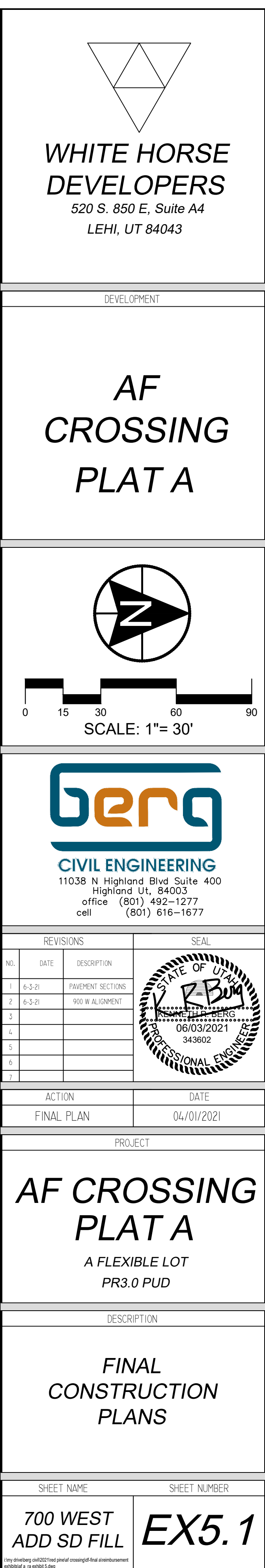
DESCRIPTION

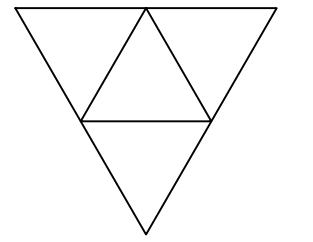
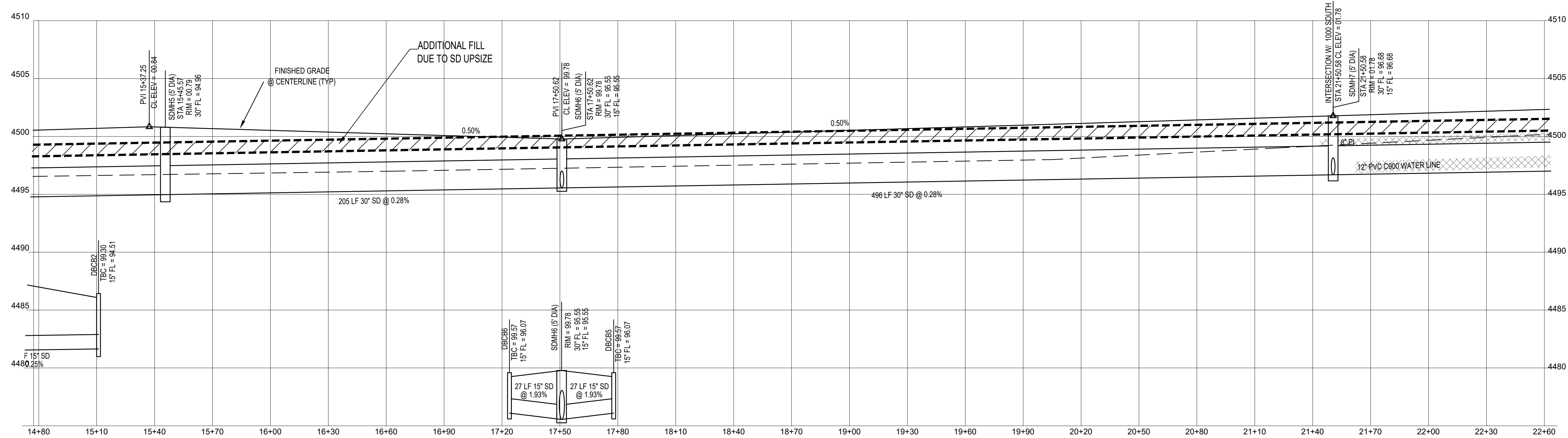
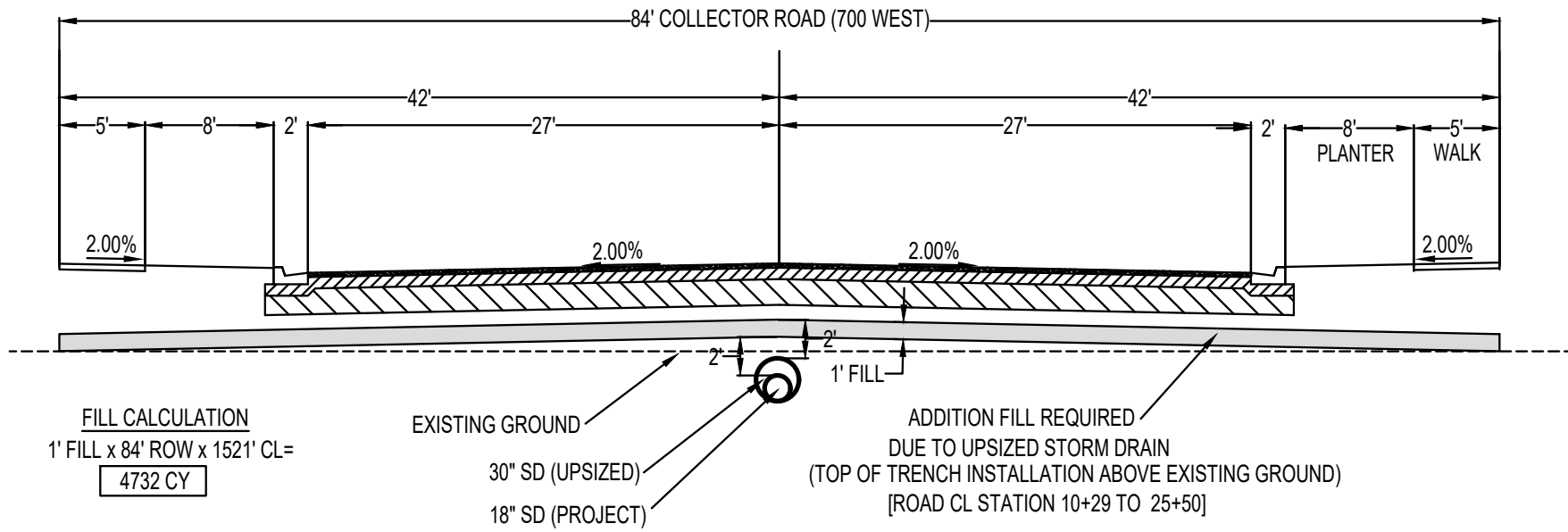
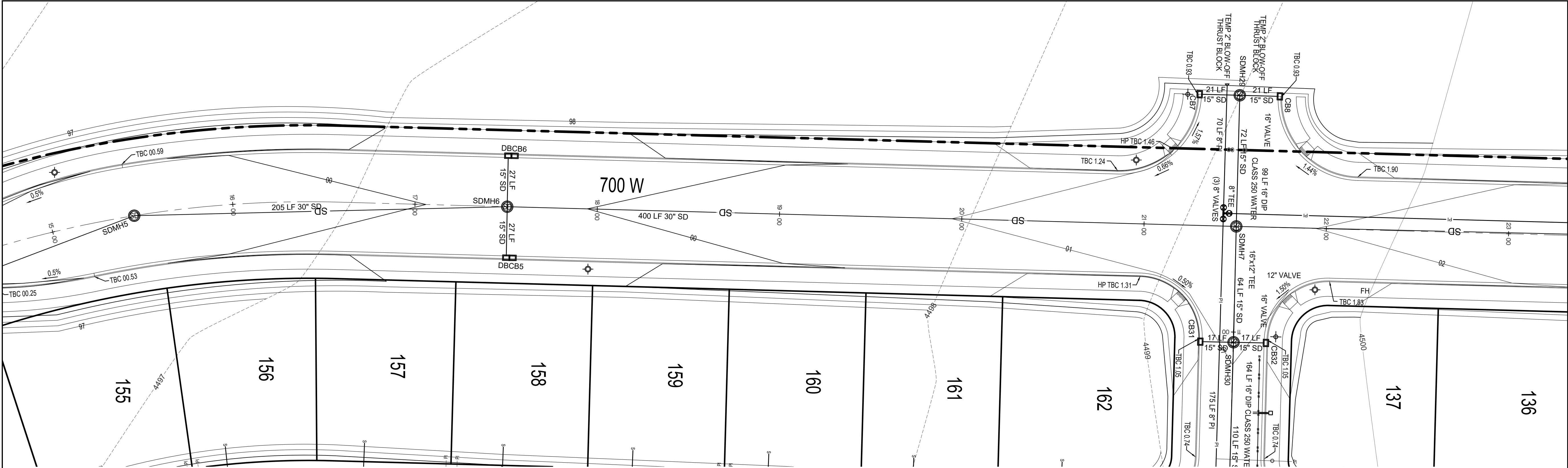
**CONCEPT
PLAN**

SHEET NAME SHEET NUMBER

**LAND FOR
ROADS** **EX 4**

THIS DRAWING IS THE PROPERTY OF BERG CIVIL ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF BERG CIVIL ENGINEERING.



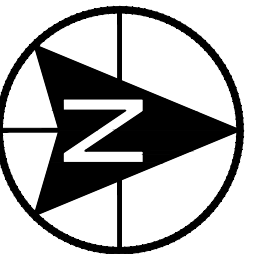


**WHITE HORSE
DEVELOPERS**

520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

AF CROSSING PLAT A



0 15 30 60 90
SCALE: 1"= 30'



CIVIL ENGINEERING

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Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1	6-3-21	PAYMENT SECTIONS	
2	6-3-21	ROW ALIGNMENT	
3			
4			
5			
6			
ACTION			DATE
FINAL PLAN			04/01/2021

PROJECT

AF CROSSING PLAT A

A FLEXIBLE LOT
PR3.0 PUD

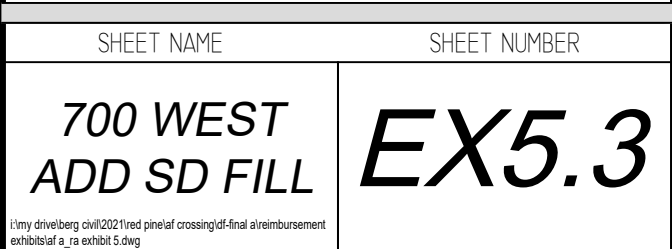
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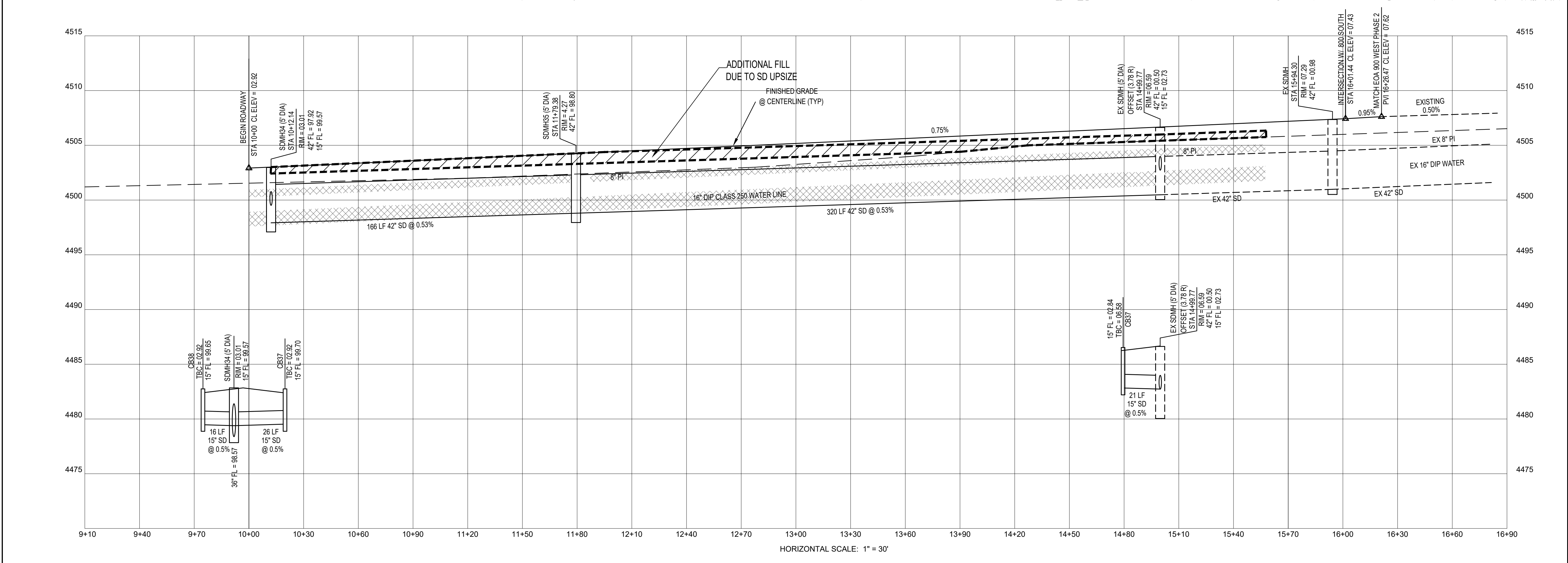
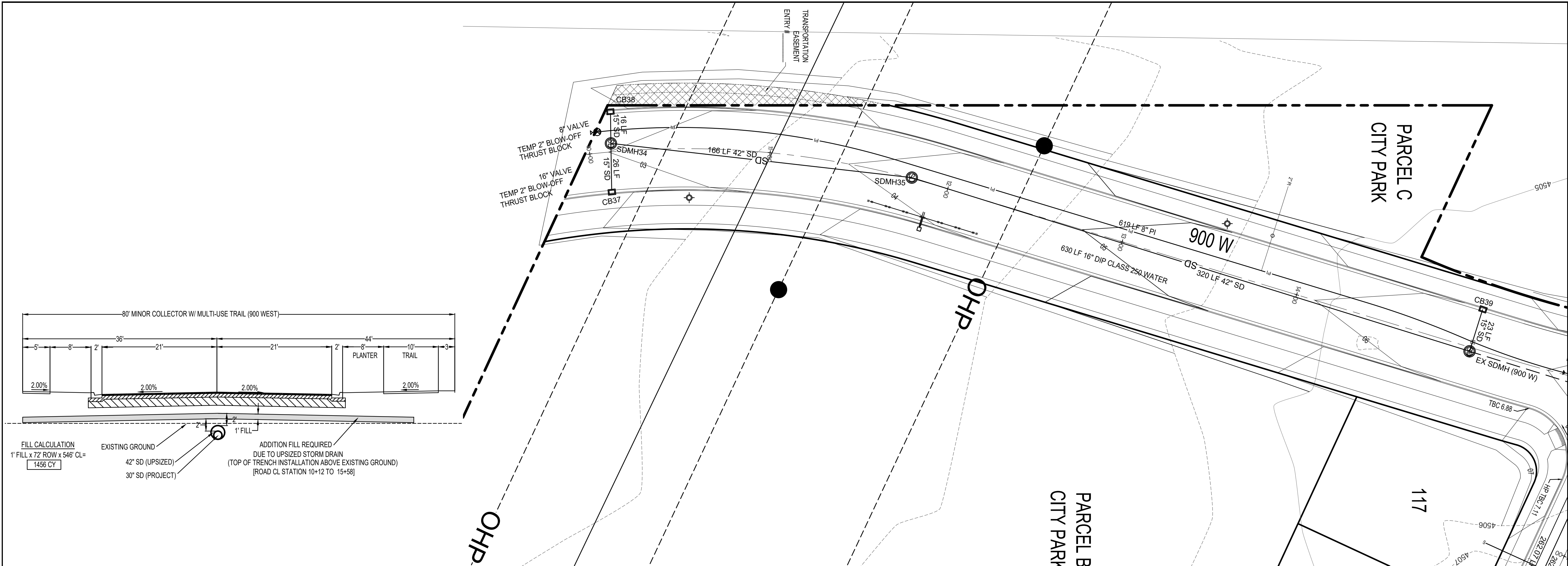
**FINAL
CONSTRUCTION
PLANS**

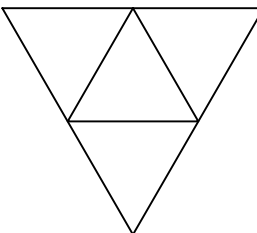
SHEET NAME SHEET NUMBER

700 WEST
ADD SD FILL **EX5.2**

Using drawings and/or data not prepared or approved by a professional engineer is a violation of law.



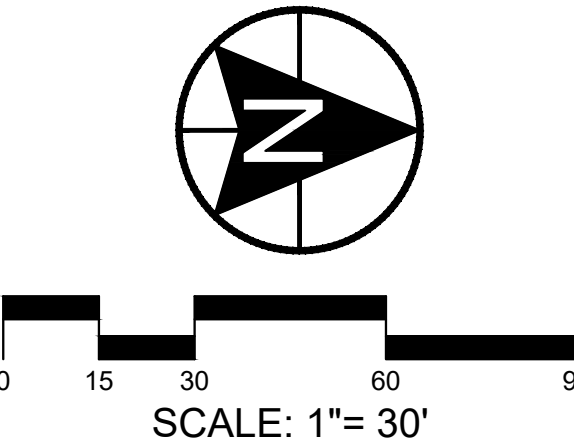





WHITE HORSE DEVELOPERS
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT


AF CROSSING PLAT A



SCALE: 1"= 30'



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Highland UT, 84003
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cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1	5-3-21	PAYMENT SECTIONS	
2	5-3-21	900 W ALIGNMENT	
3			
4			
5			

ACTION	DATE
FINAL PLAN	04/01/2021

PROJECT

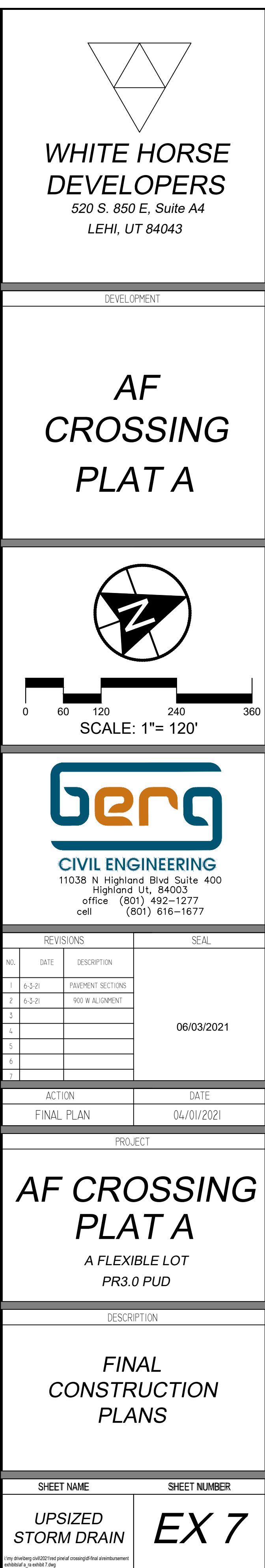
AF CROSSING PLAT A

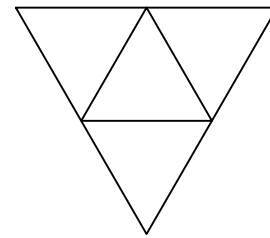
A FLEXIBLE LOT
PR3.0 PUD

DESCRIPTION

FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
900 WEST ADD SD FILL	EX 6

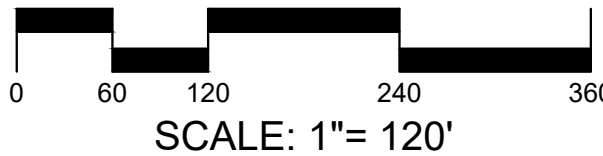
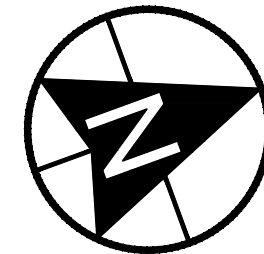




**WHITE HORSE
DEVELOPERS**
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

**AF
CROSSING
PLAT B**

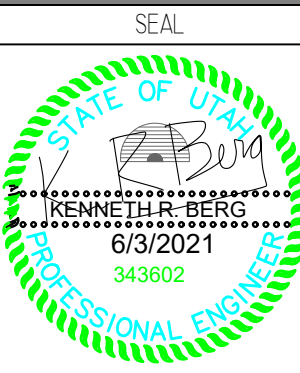


SCALE: 1"= 120'



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Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS		
NO.	DATE	DESCRIPTION
1	6-5-21	PAVEMENT SECTIONS
2	6-5-21	DUAL SERVICES
3	6-5-21	ROD W ALIGNMENT
4		
5		
6		



ACTION	DATE
FINAL PLAN	04/06/2021

PROJECT

**AF CROSSING
PLAT B**
A FLEXIBLE LOT
PR3.0 PUD

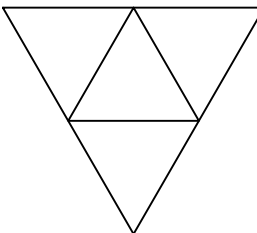
DESCRIPTION

**FINAL
CONSTRUCTION
PLANS**

SHEET NAME
**UPSIZED
ROADWAYS**

SHEET NUMBER
EX 1


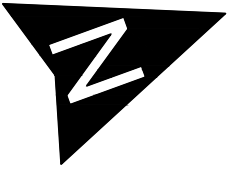





**WHITE HORSE
DEVELOPERS**
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

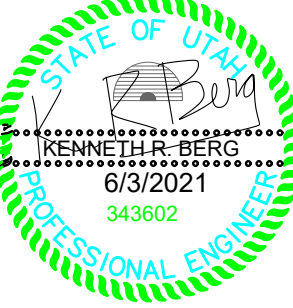
AF CROSSING PLAT B



SCALE: 1"= 120'



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cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1	6-5-21	PAVEMENT SECTIONS	
2	6-5-21	DUAL SERVICES	
3	6-5-21	900 W ALIGNMENT	
4			
5			

ACTION	DATE
FINAL PLAN	04/06/2021

PROJECT

AF CROSSING PLAT B

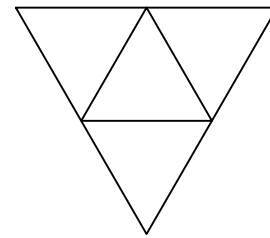
A FLEXIBLE LOT
PR3.0 PUD

DESCRIPTION

FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
UPSIZED ROADWAY ADD FILL	EX 2

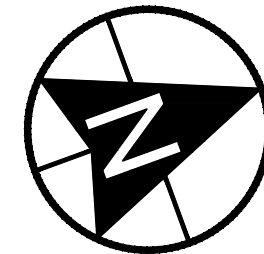
any drawing created after this date shall be subject to the reimbursement of the cost of the original drawing.



**WHITE HORSE
DEVELOPERS**
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

**AF
CROSSING
PLAT B**

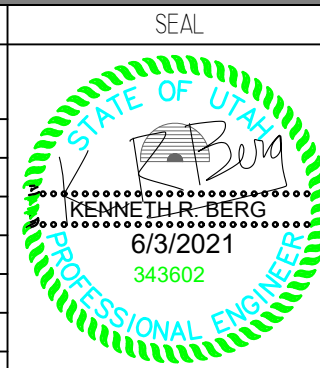


0 60 120 240 360
SCALE: 1"= 120'



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Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS		
NO.	DATE	DESCRIPTION
1	6-5-21	PAVEMENT SECTIONS
2	6-5-21	DUAL SERVICES
3	6-5-21	ROD W ALIGNMENT
4		
5		
6		



ACTION	DATE
FINAL PLAN	04/06/2021

PROJECT

**AF CROSSING
PLAT B**
A FLEXIBLE LOT
PR3.0 PUD

DESCRIPTION

**FINAL
CONSTRUCTION
PLANS**

SHEET NAME
**LAND FOR
ROADS**

SHEET NUMBER
EX 3



WHITE HORSE DEVELOPERS
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

AF CROSSING PLAT B

SCALE: 1"= 120'

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

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1	6-5-21	PAVEMENT SECTIONS	
2	6-5-21	DUAL SERVICES	
3	6-5-21	900 W ALIGNMENT	
4			
5			

ACTION	DATE
FINAL PLAN	04/06/2021

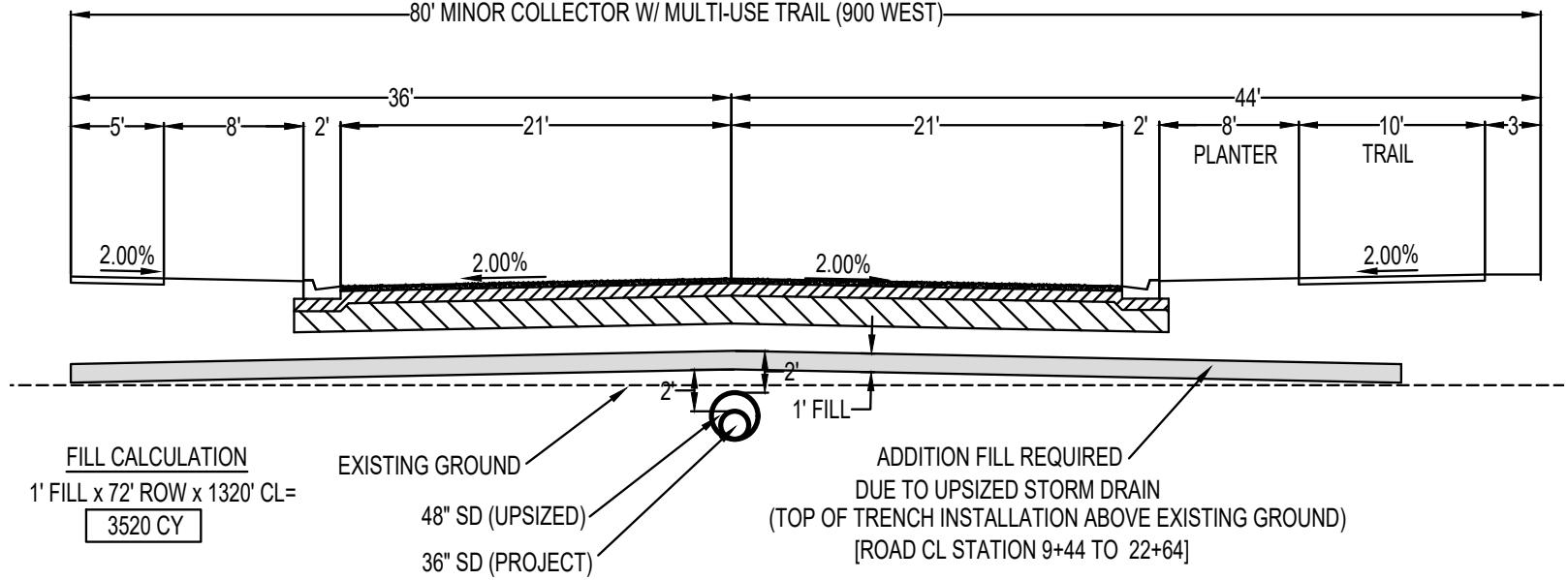
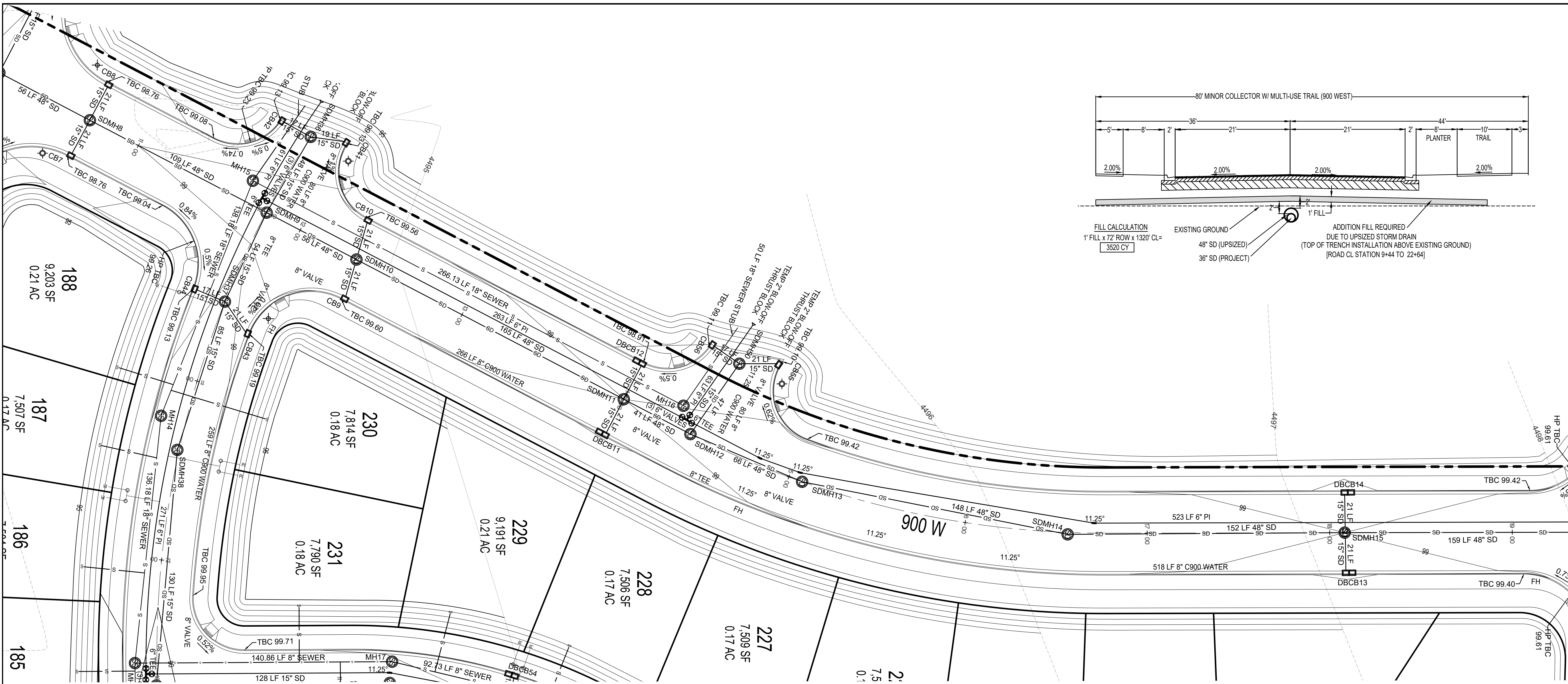
PROJECT

AF CROSSING PLAT B
A FLEXIBLE LOT
PR3.0 PUD

DESCRIPTION

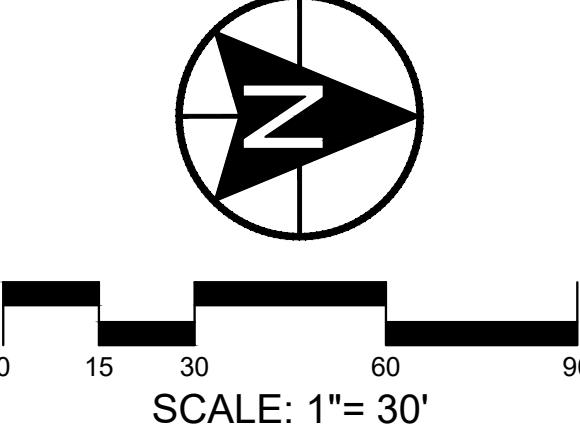
FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
UPSIZED STORM DRAIN	EX 4



WHITE HORSE DEVELOPERS
520 S. 850 E, Suite A4
LEHI, UT 84043

AF CROSSING PLAT B



berg
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Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

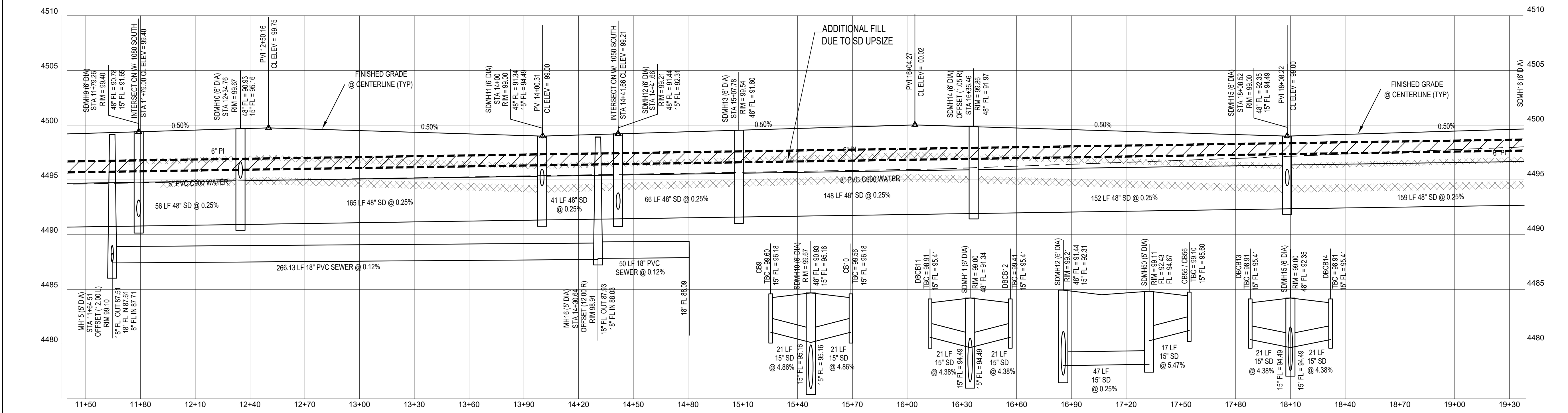
REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1	6-3-21	PAVEMENT SECTIONS	
2	6-3-21	DUAL SERVICES	
3	6-3-21	ROW IN ALIGNMENT	
4			
5			

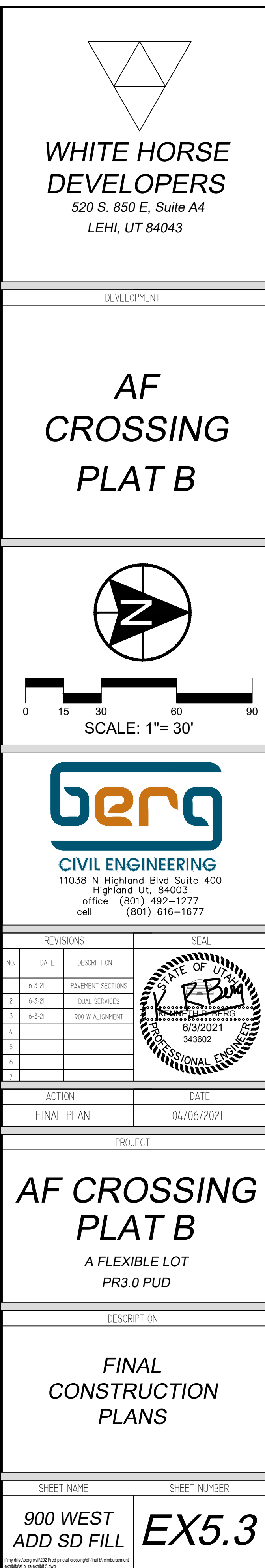
ACTION	DATE
FINAL PLAN	04/06/2021

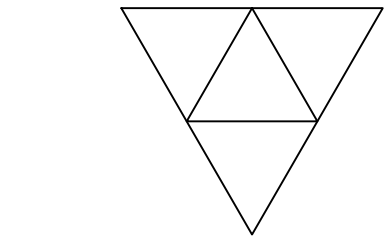
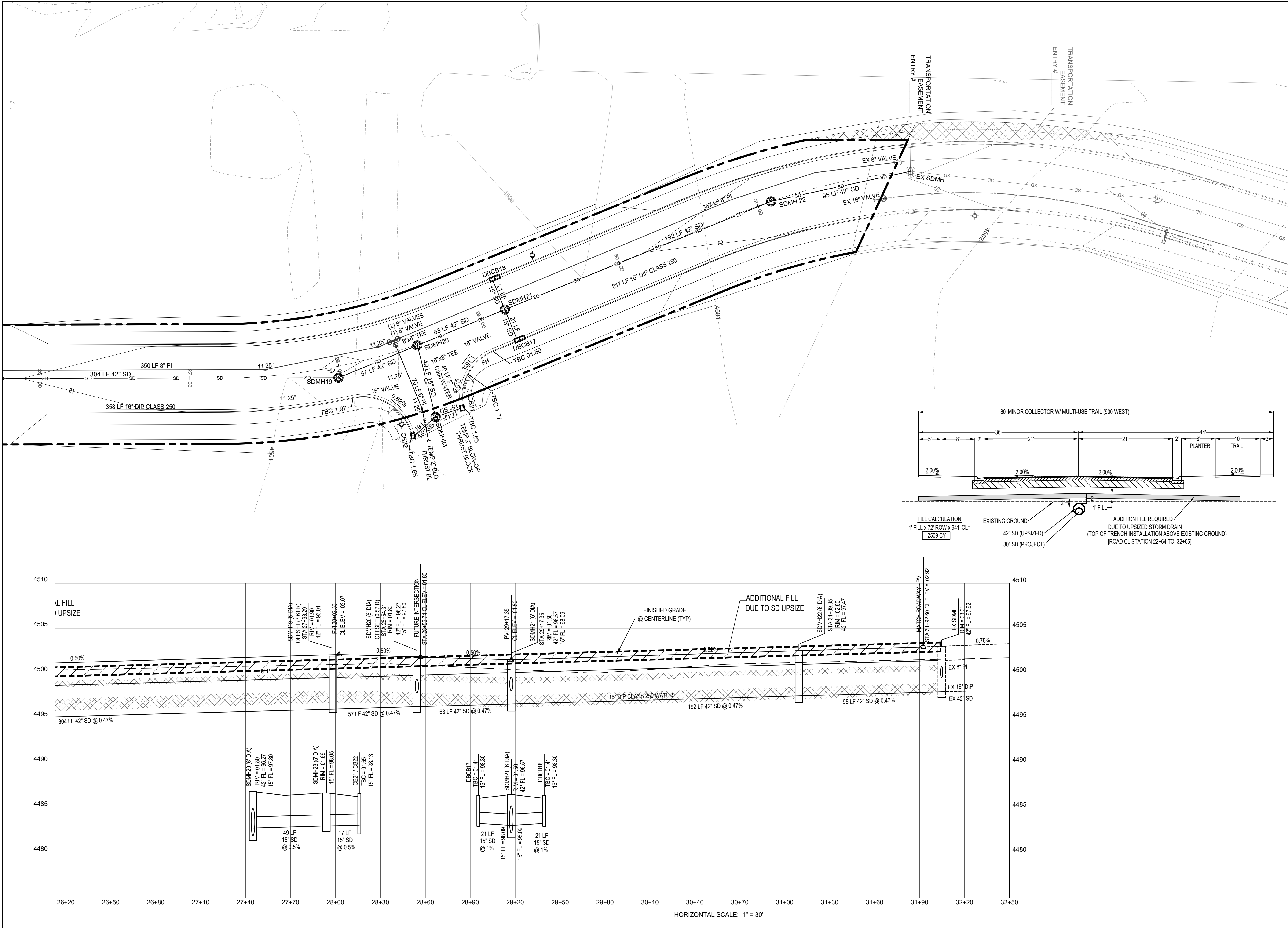
AF CROSSING PLAT B
A FLEXIBLE LOT
PR3.0 PUD

FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
900 WEST ADD SD FILL	EX5.2



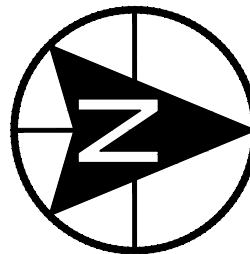




WHITE HORSE DEVELOPERS
520 S. 850 E, Suite A4
LEHI, UT 84043

DEVELOPMENT

AF CROSSING PLAT B



0 15 30 60 90
SCALE: 1" = 30'



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Highland UT, 84003
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cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1	6-5-21	PAVEMENT SECTIONS	
2	6-5-21	DUAL SERVICES	
3	6-5-21	ROW IN ALIGNMENT	
4			
5			
6			

ACTION	DATE
FINAL PLAN	04/06/2021

AF CROSSING PLAT B

A FLEXIBLE LOT
PR3.0 PUD

FINAL CONSTRUCTION PLANS

SHEET NAME	SHEET NUMBER
900 WEST ADD SD FILL	EX5.4



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a final plat for Rockwell Ranch Block 8, located in the area of 980 West 340 South in the TOD zone.

SUMMARY RECOMMENDATION

The Planning Commission recommended approval at the May 4, 2022, meeting. Staff also recommends approval.

BACKGROUND

This project consists of 8 lots along with some common area. Each lot is accessed off 340 South, which is a private street. The staff report and minutes are included with this packet.

BUDGET IMPACT

NA

SUGGESTED MOTION

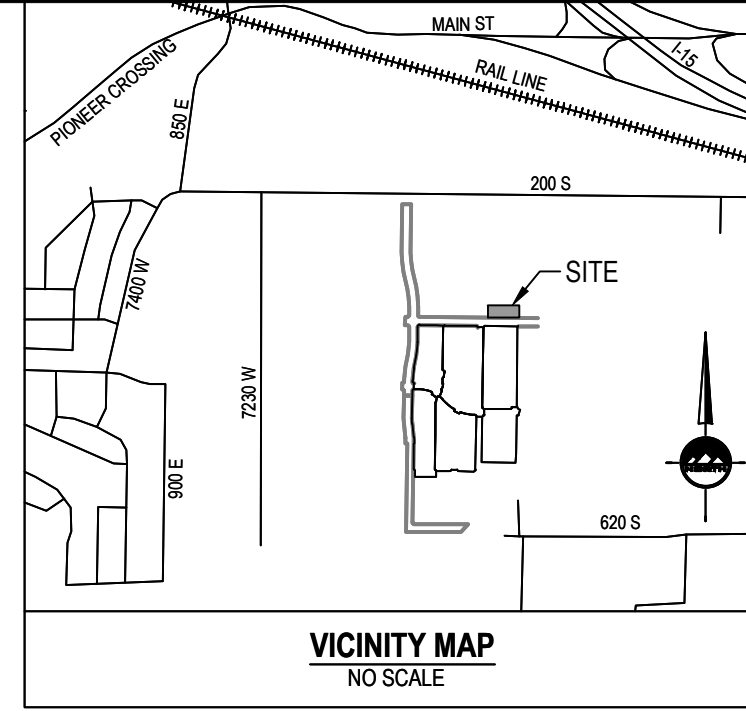
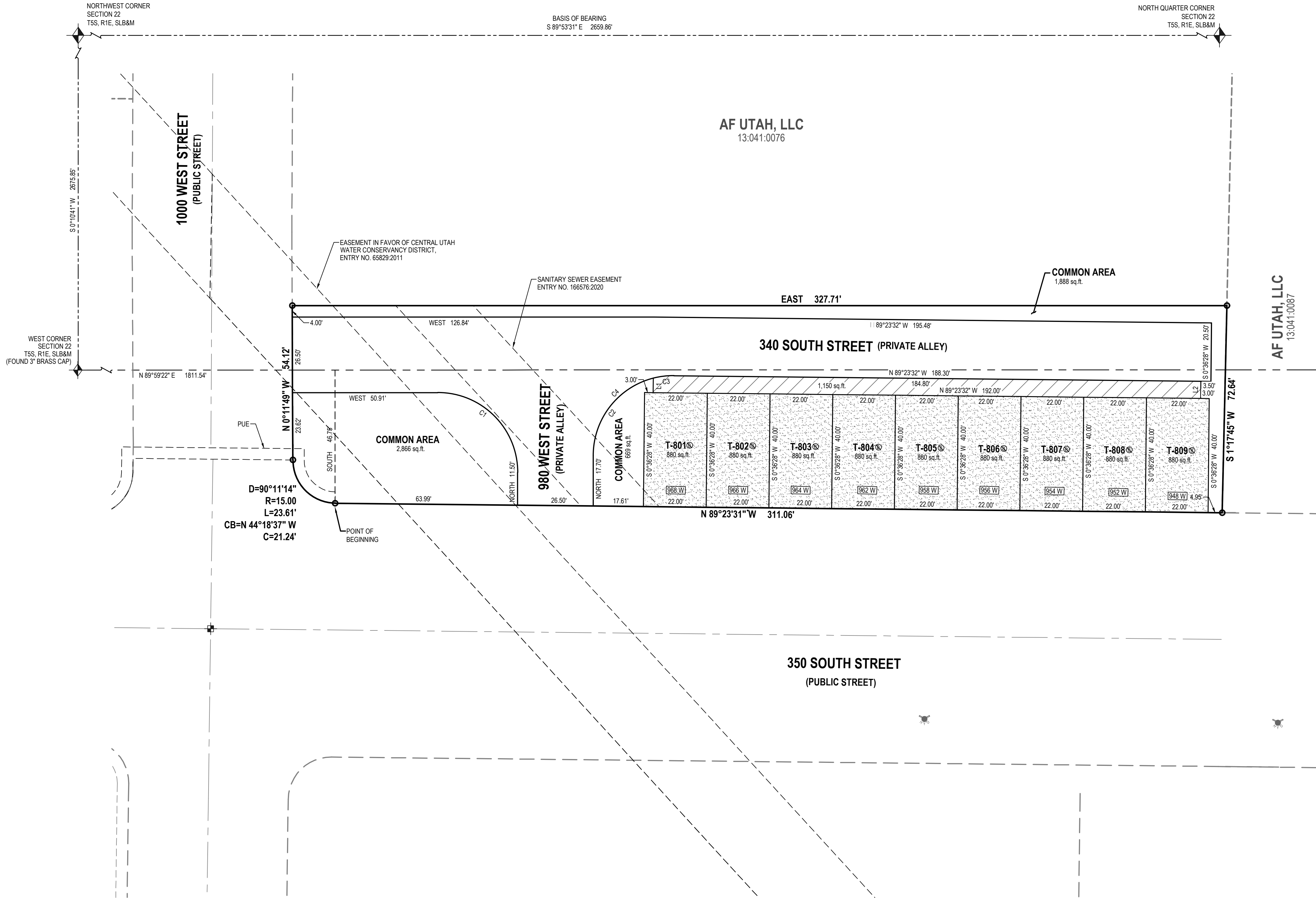
Move to approve the final plat for Rockwell Ranch Block 8, located in the area of 980 West 340 South in the TOD zone and authorize the mayor and council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording the subdivision plat subject to all conditions identified in the May 4, 2022, planning commission meeting.

SUPPORTING DOCUMENTS

- 05.24.22 - Rockwell Ranch Block 8 - plat (PDF)
- 05.24.22 - Rockwell Ranch Block 8 - Staff report (PDF)
- 05.24.22 - Rockwell Ranch Block 8 - PC Minutes (PDF)

ROCKWELL RANCH BLOCK 8 PLAT

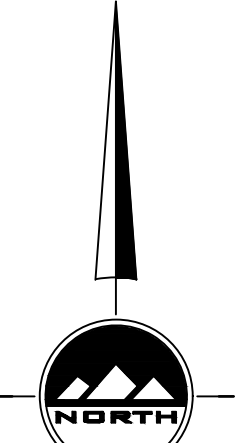
LOCATED IN THE WEST HALF OF SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH
ZONING TOD



LEGEND

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

- NOTES
- OFFSET PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL REAR LOT CORNERS PRIOR TO OCCUPANCY.
 - LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.
 - BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.
 - COMMON SPACE AREAS AND PRIVATE STREETS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 - NO LOT DRIVEWAY ACCESS WILL BE ALLOWED ALONG 3500 SOUTH STREET.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	28.00'	43.98'	90°00'00"	N45°00'00"W	39.60'
C2	28.00'	37.00'	75°42'21"	S37°51'10"W	34.36'
C3	28.00'	7.28'	14°54'08"	S83°09'25"W	7.26'
C4	28.00'	44.28'	90°36'28"	S45°18'14"W	39.81'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°36'28"E	5.06'
L2	N0°36'28"E	6.00'

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

WATER AND SEWER AUTHORITY APPROVAL

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

PUBLIC WORKS DEPARTMENT DIRECTOR



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

LAYTON
Phone: 801.541.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.863.1453
RICHFIELD
Phone: 435.899.2983

SHEET 1 OF 1

PROJECT NUMBER : 87990
MANAGER : JKF
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 4/13/22

BASIS OF BEARING

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

FLOOD ZONE DESIGNATION

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

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

Beginning at a point being North 89°59'22" East 1,811.54 feet along section line and South 46.75 feet from the West Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Northwesterly 23.61 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°35'45" East and the chord bears North 44°18'37" West 21.24 feet with a central angle of 90°11'14");
thence North 00°11'49" West 54.12 feet;
thence East 327.71 feet;
thence South 01°17'45" West 72.64 feet;
thence North 89°23'31" West 311.06 feet to the point of beginning.

Contains 23,119 Square Feet or 0.531 Acres and 9 Lots

DATE

PATRICK M. HARRIS
P.L.S. 286882

UTILITY DEDICATION

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

RESERVATION OF COMMON AREAS

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

OWNER'S DEDICATION

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

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

DESIGN BUILD CONTRACTORS, INC
BY:
ITS:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF _____ }
ON THE _____ DAY OF _____, A.D. 20____, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, AND THAT HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
MY COMMISSION EXPIRES: _____
NAME: _____
NO. _____ A NOTARY PUBLIC COMMISSION IN UTAH
NOTARY PUBLIC
RESIDING IN _____, COUNTY _____

APPROVAL BY LEGISLATIVE BODY

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

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

PLANNING COMMISSION APPROVAL

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

PLANNER PLANNING COMMISSION CHAIRMAN

ROCKWELL RANCH BLOCK 8 PLAT

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

SURVEYORS SEAL



NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

**AMERICAN FORK CITY
PLANNING COMMISSION**

MEETING DATE: 4th May, 2022
STAFF: Patrick O'Brien

AGENDA TOPIC: Review and action on the final plat for Rockwell Ranch Block 8, located in the area 980 West 340 South, in the TOD zone.

BACKGROUND INFORMATION		
Location:		980 West 340 South
Applicants:		Jake Horan
Existing Land Use:		TOD
Proposed Land Use:		
Surrounding Land Use:	North	TOD
	South	TOD
	East	TOD
	West	TOD
Existing Zoning:		TOD
Proposed Zoning:		
Surrounding Zoning:	North	TOD
	South	TOD
	East	TOD
	West	TOD

BACKGROUND:

The applicant is applying for final plat approval for Rockwell Ranch Block 8, in the TOD zone. The Final Plat consists of 8 lots and some associated common area of approximately 3,535 sq. ft. Each lot has an identified access off of 340 South, which is identified as a private street.

Sec 17.7.210 Staff Submits Final Plan/Plat And Supporting Materials To Planning Commission

Upon completion of the technical review conference and subject to a finding that the project materials are in a form suitable for action by the planning commission, the final plans/plats and supporting materials shall be placed on the agenda of the planning commission.

Attachment: 05.24.22 - Rockwell Ranch Block 8 - Staff report (Rockwell Ranch Block 8)

STAFF RECOMMENDATION:

The Final Plat application meets the requirements of Section 17.7.210 and staff recommends approval.

POTENTIAL MOTIONS – Final Plat**APPROVAL**

Mr. Chairman, I move that we recommend approval for the final plat for Rockwell Ranch Block 8, located in the area 980 West 340 South, in the TOD zone

DENIAL

Mr. Chairman, I move that we deny the final plat for Rockwell Ranch Block 8, located in the area 980 West 340 South, in the TOD zone

TABLE

Mr. Chairman, I move that we table action on the final plat for Rockwell Ranch Block 8, located in the area 980 West 340 South, in the TOD zone, and instruct the developer/staff to _____.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/4/2022

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: Rockwell Ranch Block 8

Project Address: 980 West 340 South

Developer / Applicant's Name: White Horse Developers

Type of Application:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input checked="" type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Map Amendment |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

Project Map:



Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed development with the following conditions of approval:

1. A slope easement be provided by the adjacent property owner for the proposed fill on the adjacent property to resolve the remaining TRC comments.

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).

UNNAPPROVED MINUTES

AMERICAN FORK CITY PLANNING COMMISSION MINUTES MAY 4, 2022 REGULAR SESSION

The American Fork City Planning Commission met in a regular session on May 4, 2022 at the American Fork City Hall, 31 North Church Street, commencing at 7:00 pm.

Present: Chairman Woffinden
Harold Dudley
Christine Anderson
Rodney Martin
David Bird
Chris Christiansen

Absent: Jenny Peay
Bruce Frandsen

Staff Present:	Patrick O'Brien	Development Services Director
	Ben Hunter	Engineer
	George Schade	Communications Director
	Megan Crowley	Administrative Assistant
	Rebecca Andrus	Engineer
	Scott Sensenbaugher	Public Works Director
	Aaron Brems	Fire Chief
	Mat Sacco	Fire Marshall

Chairman Woffinden led the "Pledge of Allegiance"

1. Review and action on the final plat for Rockwell Ranch Block 8, located in the area 980 West 340 South, in the TOD zone.

Patrick O'Brien: This final plat is one of the last phases in the Rockwell Ranch area in TOD zone. The final plat has 8 lots and 3.5 thousand square feet of common area. Each lot has an access off 340 south, and they are all private streets. No issues from a planning perspective and we recommend approval on this.

Ben Hunter: The infrastructure for the public roadways, 350 south and 1000 west are installed and in place. Everything else on the plat is private infrastructure. We recommend approval.

John Woffinden: Any questions for Planning or Engineering from the Commission?

UNNAPPROVED MINUTES

David Bird motioned to recommend approval of the Review and action on the final plat for Rockwell Ranch Block 8, located in the area 980 West 340 South, in the TOD zone. Harold Dudley seconded the motion.

Voting was as follows:

Chairman Woffinden	AYE
Harold Dudley	AYE
Christine Anderson	AYE
Rodney Martin	AYE
David Bird	AYE
Chris Christiansen	AYE

The motion passed

2. Hearing, review, and action on a site plan for station 52, located at 960 East 1750 North, in the Public Facilities (PF) Zone.

Patrick O'Brien: This is going to be our new fire station, station 52 for American Fork City. On the site plan we have our parking and landscaping, building plan, access, and all other planning items. They all meet the elements of the code. What's different about this, because it's a public facility and a governmental entity, there is not a set parking ratio outlined in the code. I've worked with Scott Sensenbaugher and Chief Aaron Brems going through the use for a site and identified a number parking that need to be provided to accommodate staff, public use, and the Police Department training range. Meets all elements of the code including what we think is the required parking for that lot.

John Woffinden: Engineering will you address this project?

Ben Hunter: We've been working with the architect and engineer as they've been finalizing our comments that's what stated in our engineering report. The mainline infrastructure is in place, and they meet all of the other specifications. Once they address the TRC comments we recommend approval.

David Bird: This fire station sits in the corner of American Fork, how does it access all of American Fork, or do they cover more than American Fork? Is it centrally located in that regard or is it in the corner of where you service?

Chief Aaron Brems: We hired a company to do a station location study to see what would be the most optimal. We cover Cedar Hills as well that's why we decided to put it there, to give coverage to Cedar Hills. Besides the northeast and now with the Murdock connector, we can access that. The travel time from that station covers down to 7th north of our entire city. Once we get this station built, that's the plan, 7th north in the city, including Cedar Hills, to take the pressure off of the current station. The city purchased some park ground and that is where a third one will be, down on the southwest side of the city.



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance repealing Section 17.1.300 of the American Fork City Code related to zoning of annexed territories and adopting Chapter 17.20 relating to annexation policies and procedures.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

This ordinance will repeal Section 17.1.300 of the city code relating to zoning of annexed territory. It will also adopt a Chapter relating to annexation policies and procedures. This will outline the procedures the city will follow when annexing property according to Utah State code Title 10, Chapter 2, Part 4 Annexations.

This was presented to the planning commission on May 18th and they forwarded this with a unanimous, positive recommendation.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the ordinance repealing Section 17.1.300 of the city code relating to zoning of annexed territory and adopting Chapter 17.20 relating to annexation policies and procedures.

SUPPORTING DOCUMENTS

05.24.22 - Section 17.1.300 and Chapter 17.20 - Ordinance (PDF)

AN ORDINANCE AMENDING REPEALING SECTION 17.1.300 OF THE AMERICAN FORK CITY CODE RELATING TO ZONING OF ANNEXED TERRITORY AND ADOPTING CHAPTER 17.20 RELATING TO ANNEXATION POLICIES AND PROCEDURES.

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

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

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the city code relating to Annexation Policies and Procedures.

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah that;

**PART I
Text of Ordinance**

1. Section 17.1.300 shall hereby be repealed.
2. Chapter 17.20 relating to Annexation Policies and Procedures shall read as follows:

Section 17.20.010 Purpose and Intent.

The annexation requirements specified in this chapter are intended to protect the general interests and character of American Fork City by assuring the orderly growth and development through: coordinating and planning utilities and public services; preserving open space, enhancing parks and trails; ensuring environmental quality; protecting entry corridors, view sheds and environmentally sensitive lands; preserving historic and cultural resources; creating buffer areas; protecting public health, safety, and welfare; and ensuring that annexations are approved consistent with the American Fork City General Plan. It is the intent of this ordinance to conduct annexation proceedings in accordance with Utah State law and in particular § 10-2-401 et. seq. of the Utah Code, and any other applicable federal, state, or local laws governing municipal extension. If there is any conflict between this Chapter and the provisions of the Utah Code, the provisions of the Utah Code shall dictate. When amendments are made to the Utah Code, they shall cause like amendments to this Chapter. The requirements of this Chapter are supplementary and in addition to those found in the Utah Code. Annexations are legislative matters and applicants should be aware that the City is not required to accept any petition or application for annexation, regardless of location, even if the proponent of an annexation is prepared to comply with all provisions required for annexation.

Section 17.20.020 General Annexation Requirements.

All applications for annexation must comply with the following general requirements and be consistent with the Utah State Code requirements for annexation:

- A. The area must be contiguous to American Fork City;
- B. The area must be a contiguous area;
- C. If the annexation is by petition, the area proposed for annexation cannot create an unincorporated island or peninsula;
- D. The annexation may not propose the annexation of all or part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
- E. Every annexation shall include the greatest amount of contiguous property area, which is also contiguous to the City's municipal boundaries.

Section 17.20.030 General Plan and Zoning Designation.

- A. All annexations shall be consistent with the American Fork City General Plan. Consistency with the General Plan comprises all elements of the plan. If the proponent of an annexation proposes zoning or any other issue that is inconsistent with the General Plan, the proponent shall be required to apply for an amendment to the American Fork City General Plan.
- B. When land is annexed into the City it shall be given a zoning designation. Annexations may include more than one zoning district, if appropriate. The City Council may assign zoning to the proposed annexation or accept the applicant's zoning proposal.
- C. Existing uses may or may not be allowed in the annexation process. Animal rights, agricultural uses, and other uses, if inappropriate, may not be allowed following annexation.

Section 17.20.040 Annexation Application Requirements.

- A. The proponent for annexation shall make application on a form provided by the City and pay all applicable fees. The application shall include, at a minimum, the following information:
 - 1. An accurate annexation plat prepared and signed by a licensed surveyor. The plat shall identify each parcel included in the annexation and on each parcel label the owner's name, the tax identification number, acreage and proposed zoning. A 36 inch x 24 inch Mylar copy for recording must be submitted prior to the final public hearing before City Council;

2. A list of all parcels included on the annexation plat with tax identification numbers, acreage, names and addresses of all owners and land values as shown on the last county assessment roll;
3. For annexations by petition, a signed petition consistent with the requirements for petitions contained in the Utah State Code.

B. Proposed annexation plats must also be accompanied by an annexation impact statement consisting of the following:

1. A description of the area proposed for annexation identifying the existing land use(s) and those proposed by the petitioners;
2. Current and potential population of the area and the current residential densities and the intensity of current nonresidential uses in the area;
3. A statement of compliance with the American Fork City General Plan, including goals, policies and land use and how the proposed area, and any proposed land use(s) will contribute to the achievement of the goals and policies of the American Fork City General Plan;
4. The topography, vegetation, and other natural features present on the property to be annexed;
5. An identification of the demands for City provided facilities and services to the area proposed for annexation, at the existing and proposed land use(s), including potable water, irrigation water, wastewater, transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection.

Section 17.20.050 Annexation Procedures.

A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.

B. A complete application for annexation shall be filed with the City Recorder.

C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.

D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:

1. Potential demand for City facilities and services;
2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments to the General Plan required by the annexation;
3. The identification of the distance from existing city utility lines to the boundary of the annexing property;
4. Zoning required or recommended;
5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable;

E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy each of the requirements of this Chapter including the payment of all review fees.

F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.

G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.

H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met; a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.

I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.

J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

Section 17.20.060 Annexation Agreement.

A. Prior to final approval of any annexation, the proponent of an annexation and American Fork City shall enter into an annexation agreement specifying the terms and conditions of the annexation. Each annexation agreement will be based on a site-specific basis and the elements of the agreement may, differ on each annexation. Because each annexation agreement may differ,

each annexation shall be processed on a case by case basis with no precedent set by previous annexation agreements.

B. Each annexation agreement shall be signed by both the Mayor of American Fork City, upon ratification by the City Council, and the proponent of the annexation. By signing the annexation agreement, both parties are agreeing to uphold the provisions of the agreement as written. Amendments to the annexation agreement may be completed only if agreed to in writing by the City Council and the applicant.

C. The items listed below are issues that may be addressed in the annexation agreement, but are not necessarily a complete list of items that may be addressed by the City Council or staff.

1. Each annexation agreement shall include a description of the property, complete with a legal description and amount of acreage;
2. Each annexation agreement shall include the designated zoning. The City Council may require actual density to be indicated in the annexation agreement, as well as the proposed development layout and provision of services. The circulation pattern for the area and alignment of other City services will be indicated to the City Council. However, approval of an annexation shall not be considered development approval. Following annexation approval, each applicant shall be required to complete the development approval process;
3. Each annexation agreement will indicate areas proposed for trails, open space, and recreation areas. The agreement will specify ownership of these areas and any proposed maintenance arrangements.
4. Each annexation agreement shall indicate the transfer and dedication of water rights or entry of a Water Conveyance Agreement. The City Council may require limits of disturbance plans to be indicated along water courses and bodies, steep slopes, wetlands, view sheds, and other environmentally sensitive areas.
6. The City Council may impose any other appropriate requirements in the annexation agreement that will mitigate potential impacts to American Fork City.

Section 17.20.070. Water Rights Conveyance Requirements.

A. All property annexed into American Fork City shall comply with Section 17.1.400, Conveyance of Water.

PART II

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

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

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

PASSED, by the American Fork City Council this _____ day of _____, 2022.

MAYOR:

BRADLEY J. FROST

ATTEST:

CITY RECORDER



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Section 15.01.100 of the American Fork City Code titled "Streets".

SUMMARY RECOMMENDATION

The planning commission recommended approval of the code text amendment.

BACKGROUND

The Engineering Division brought forward this code text amendment which allows for approval of modified street cross sections for projects where necessary to preserve the aesthetic and cohesiveness of the community. There were a few additional clarifications and corrections.

This was before the planning commission on May 18th and they recommended approval of the amendment. Engineering Staff will be present to answer any questions.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance amending Section 15.01.100 of the city code titled "Streets".

SUPPORTING DOCUMENTS

- 05.24.22 - Section 15.01.100 - Ordinance (PDF)
- 05.24.22 - Section 15.01.100 Current Code (PDF)
- 05.24.25 - Section 15.01.100 - Staff report (PDF)

**AN ORDINANCE AMENDING SECTION 15.01.100 OF THE AMERICAN FORK CITY,
UTAH, MUNICIPAL CODE RELATING TO STREETS, AND PROVIDING FOR THE
ADOPTION AND ENFORCEMENT OF THE AMENDMENT.**

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

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

WHEREAS, City Council desires to amend the current regulations governing streets;

WHEREAS, said changes are in the best interest and general welfare of residents of American Fork;

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah, that:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 15.01.100 of the American Fork Municipal Code shall read as follows:

Sec 15.01.100 Streets

- A. All streets must conform to the current approved Transportation Element of the General Plan of American Fork City and the Bike and Pedestrian Master Plan for American Fork City.
- B. The alignment and width of all streets shown on the Transportation Element of the General Plan shall be preserved unless the City Council determines that it has unusual topographical conditions that warrant advisable modification or the development has other articulable conditions that warrant a modification from existing standards. Proposed streets shall be extended by dedication to the boundary of such property.
- C. Where a large subdivision abuts upon a major thoroughfare, the planning commission may require access streets to be included in the street plan.
- D. Street width is to be measured from street right-of-way line to street right-of-way line. Standard street sections are shown in the standard details of these specifications set forth in Section 15.01, Division 16. The standard street sections shall be preserved unless the City Council determines, upon recommendation and advice of the City Engineer, that 1) the development has unusual topographical conditions that warrant modification, or 2) the development has articulable conditions that warrant modification from existing standards street sections. In no event shall the modified segment exceed eight hundred feet.
- E. Dead End Streets (permanent or temporary greater than 150 feet) shall be no longer than four hundred feet from the right-of-way of the connecting street to the beginning of the turnaround, which shall be a cul-de-sac. See Standard Drawing No. 15.7 (Section

15.01.1430). Partial cul-de-sac bulbs are allowable where deemed appropriate by the City Engineer. If the longitudinal slope of the roadway slopes into the cul-de-sac, necessary catch basins and drainage easements shall be provided. Double inlet catch basins will be required at all sag conditions.

- F. Horizontal street alignments shall intersect each other as near as possible to right angles. In no case shall the deviation from ninety degrees be more than +/- ten degrees. Any deviations shall be approved by the city engineer.
- G. When a street intersects into another street, street offsets between fifteen feet to one hundred fifty feet shall not be allowed except where specifically authorized by the City Engineer. Spacing shall be consistent with Section 15.01.1850. . All roadway access onto a UDOT roadway shall secure a permit approved from the city and UDOT region permits officer.
- H. All arterial and collector roads shall incorporate the following: limited access control along roadway, widths as required based on projected traffic volumes and road classification as defined by city street plans; and subsection D of this section.
- I. All subdivisions shall abut on and gain primary access from a paved public street meeting city design and construction standards. Subdivisions shall provide for the future extension of public streets to all adjacent properties. A subdivision shall only be allowed a single point of access where the number of planned dwellings accessing from the single point of access is less than 25.
- J. Asphalt paving and granular base course.
 - 1. General. These specifications govern the preparation of subgrade, the placing of gravel and the placing of asphalt paving. No asphalt shall be placed until a pre-paving inspection is conducted by the city.
 - 2. Subgrade preparations. The subgrade shall be compacted to ninety-five percent of laboratory density as determined by ASTM D1557. Compaction shall be accomplished by using a vibrating steel-wheeled compactor having a rated applied weight of fifteen thousand pounds. Where subgrade soils are fine grained, a rubber tire roller may be used to obtain the specified compaction. Soft and yielding spots shall be removed and replaced with suitable material and compacted to ninety-five percent density.
 - 3. Gravel base. Gravel base course shall consist of crushed gravel or crushed rock conforming to one of the gradations hereinafter specified, placed on a prepared subgrade as specified herein. Slag shall not be accepted. All base course thicknesses must be approved by the engineer. The mineral aggregate shall conform to the following requirements:
 - a. On that portion of the aggregate passing the No. 40 sieve, the liquid limit shall not exceed twenty-five, nor shall the plasticity index exceed six when tested in accordance with AASHTO T-89 and T-90.
 - b. The dry material aggregate shall be uniformly graded within one of the gradations listed below when tested in accordance with AASHTO T-27. The size of aggregate shall be at the option of the developer/contractor unless otherwise specifically designated.

PERCENT PASSING

Sieve Size	1" Maximum	3/4" Maximum
1"	100	—
3/4"	—	100
1/2"	70-100	—
3/8 "	—	69-100
No. 4	41-68	46-75
No. 16	21-41	22-44
No. 50	10-27	10-28
No. 200	4-13	4-13

- c. Total amount of material passing the No. 200 sieve shall be determined by washing with water in accordance with AASHTO T-11.
 - d. Aggregate shall have a percentage of wear not to exceed fifty when tested in accordance with AASHTO T-96. This requirement shall be used only in determining the suitability of the aggregate source.
 - e. Crushed blast furnace slag, if used, shall be uniform in density and quality and have a rodded weight of not less than seventy-five pounds per cubic foot when tested in accordance with AASHTO T-19. Open hearth slag will not be allowed.
4. Construction methods. The gravel base shall be placed on a compacted subbase, water added, and mixed to provide a moisture content at or near the optimum. The material shall be compacted to a density of ninety-five percent of laboratory density using ASTM D1557 standards. A minimum of six inches of subbase gravel is required unless otherwise indicated on the construction drawings and specifications.
 5. Bituminous surface course. Bituminous surface course shall be in accordance with Section 402, Bituminous Surface Course, of the State of Utah Standards Specification for Road and Bridge Construction, 1979 Edition. One-half-inch maximum gradation shall be used. A minimum of three inches of asphalt is required unless otherwise provided in the sensitive area section of the subdivision ordinance.
 6. Bituminous seal coat. Bituminous seal coat shall conform to Section 405 of the state of Utah Standard Specification for Road and Bridge Construction, 1979 Edition. AC-10 or AC-20 bituminous material shall be used. Seal coats shall be

used only if specifically called for on the plans or specified in writing by the city engineer.

7. Bituminous prime coat and tack coats. Bituminous prime coat and tack coats shall conform to Sections 403 and 404 respectively of the Utah Standard Specifications for Road and Bridge construction, 1979 Edition. Tack coats shall be applied to the edges of existing asphalt when new asphalt is placed adjacent to it or when new asphalt is placed over old asphalt, or new concrete curb.
 8. Asphalt cutting. Cutting of the asphalt shall be made by sawing, providing a vertical joint in the surface unless otherwise approved by the city engineer.
 9. Cold weather patching. Trenches cut during winter months or when asphalt plants are not operating, shall be patched the same day of the cut with a good quality cold mix and maintained until asphalt plants open. When the asphalt plants open, the cold patch shall be removed and a new patch of hot mix asphalt shall be placed within twenty days of plant opening.
 10. Weather requirements. No asphalt shall be placed when the ambient air temperature is less than fifty degrees Fahrenheit and rising. No asphalt shall be placed when there are any frozen materials in the subgrade or the base course. Asphalt shall not be placed during rain, when the road bed is wet, or during other adverse weather conditions. At the time of delivery to the site of the work, the temperature of the asphalt shall not be lower than two hundred sixty degrees Fahrenheit. Compaction shall be complete before the temperature of the asphalt drops below one hundred eighty degrees Fahrenheit. Should asphalt temperature drop below one hundred eighty degrees F, asphalt placement shall be halted.
 11. Method of placement. A self-propelled lay down machine shall be used on all city streets. A box type lay down machine may be used on strip paving, and patches and areas where the self-propelled type lay down machine may not be accessible, as determined by the city engineer.
- K. Alignment standards. Roadway design should conform to the current edition of the AASHTO Policy on Geometric Design of Highways and Streets. Specific city standards are summarized below and are required unless specifically approved otherwise by the city engineer and the city public works director.

VERTICAL ALIGNMENT CRITERIA

Roadway Classification	Vertical Curve Length Min. (feet)	Design Speed (mph)	Maximum Grade (%)
Arterial	600	40	5
Collector	200	30	7
Local Street	100	25	10*
* or as approved by city engineer and planning commission.			

If the difference between the grades of two intersecting vertical tangents of a street is greater than one percent, an appropriate vertical curve shall be placed between them. Stop conditions may warrant greater intersecting grades to minimize curb return differentials.

Minimum grade on all roadways shall not be less than five-tenths of one percent unless approved otherwise by the city engineer. Crest and sag vertical curves shall be controlled by "K value" appropriate to the design speed requirements of each roadway classification.

HORIZONTAL ALIGNMENT CRITERIA

Roadway Classification	Max. Degree of Curvature (°)	Min. Radius (feet)	Design Speed (mph)
Arterial	6° 45'	825'	40
Collector	11° 15'	475'	30
Local Street	21.0°	275'	25

When street lines deflect from each other at any one point more than five degrees, there shall be a connecting curve. The center line radius of the curve shall be as per the table above. A minimum of a one-hundred-foot tangent section between horizontal curves are required unless approved by city engineer and planning commission.

Provide appropriate roadway transition taper lengths by adhering to the following formulas:

$L = WS^2 / 60$ for speeds of forty mph or less
 $\text{Length } L = S \times W$ For speeds greater than forty mph

Where:

L = Minimum length of transition in feet

S = Design speed in miles per hour

W = Width of transition in feet

Maintain minimum intersection sight distance requirements as set forth in Section 15.01.1910, Intersection Sight Distance.

- L. Curbs at all intersections shall be rounded with curves meeting the following minimum requirements unless approved otherwise by the city.

MINIMUM BACK OF CURB RADIUS MEASURED AT TBC FOR VARIOUS STREET INTERSECTIONS R.O.W. Width

R.O.W.		62	72	84	100
	62	25	25	30	30
	72	25	30	30	30
	84	30	30	40	40
	100	30	30	40	40

- M. All streets within the city limits will be required to be dedicated for public use except as called out otherwise in the City Code. The city engineer and planning commission may approve partial roadway improvements while preserving the standard utility placement as described in Standard Drawing Nos. 15.16 (Section 15.01.1520) and 15.17 (Section 15.01.1530).
- N. Sidewalk ramps must be constructed at all street corners and other pedestrian crossings as shown in the Standard Drawing No. 15.18 (Section 15.01.1540) of these specifications.
- O. Curb, gutter and sidewalks shall be installed on all proposed streets as required by the subdivision type. No bridging with soil will be permitted on curb, gutter, and sidewalk unless appropriate drainage and erosion control features (Standard Drawing No. 15.2 (Section 15.01.1380)) are implemented as approved by the city public works director.
- P. Catch basins as detailed in the standard details shall be provided where required for proper street drainage. Double curb inlet boxes shall be placed on all vertical sag conditions. All storm drainage discharge shall meet or exceed current EPA quality control measures. Stormwater discharge into irrigation facilities may require approval from American Fork Irrigation Company and/or the Church of Jesus Christ of Latter-Day Saints Agricultural Farm Manager, Natural Resources Section Manager and any other downstream users.
- Q. Driveway approaches meeting the minimum criteria as detailed in the American Fork City Standard Details of these Specification Sheets Nos. 15.9 (Section 15.01.1450) and 15.10 (Section 15.01.1460), shall be cut in for all driveways after initial curb placement.
- R. Additional roadway widening for left turn storage, acceleration/deceleration lines, or intersection widening may be required in addition to standard roadway widths in areas as deemed necessary by the city engineer and planning commission.
- S. All sidewalks shall comply with ADA standards and shall be no less than five-foot minimum width.

PART II

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

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

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

PASSED, by the American Fork City Council this ____ day of _____, 2022.

MAYOR:

BRADLEY J. FROST

ATTEST:

TERILYN LURKER, CITY RECORDER

Sec 15.01.100 Streets

- A. All streets must conform to the current approved Transportation Element of the General Plan of American Fork City.
- B. The alignment and width of all through streets shall be preserved unless the planning commission determines that it has unusual topographical conditions that warrant advisable modification. Proposed streets shall be extended by dedication to the boundary of such property.
- C. Where a large subdivision abuts upon a major thoroughfare, the planning commission may require access streets to be included in the street plan.
- D. Street width is to be measured from street right-of-way line to street right-of-way line. Standard street sections are shown in the standard details of these specifications Sheets Nos. 15.16A and 15.16B (Section 15.01.1520) and 15.17A and 15.17B (Section 15.01.1530).
- E. Cul-de-sacs (dead-end streets designed to be permanently closed to through traffic) shall be not longer than four hundred feet from the right-of-way of the connecting street to the beginning of the turnaround. See Standard Drawing No. 15.7 (Section 15.01.1430). Each cul-de-sac must be terminated by a turnaround of not less than a sixty-foot radius consisting of a minimum ninety-six-foot diameter roadway, measured to the lip of curb lines. Partial cul-de-sac bulbs are allowable where deemed appropriate by the planning commission. If the longitudinal slope of the roadway slopes into the cul-de-sac, necessary catch basins and drainage easements shall be provided. Double inlet catch basins will be required at all sag conditions.
- F. Horizontal street alignments shall intersect each other as near as possible to right angles. In no case shall the deviation from ninety degrees be more than +/- ten degrees. Any deviations shall be approved by the city engineer.
- G. When a street intersects into another street, street offsets between fifteen feet to one hundred twenty feet shall not be allowed except where specifically authorized by the planning commission. Major collector and arterial streets may require three hundred fifty feet or more offsets as determined by the planning commission. All roadway access onto a UDOT roadway shall secure a permit approved from the city and UDOT region permit officer.
- H. All arterial roads shall be designed and/or approved by the city engineer and shall incorporate the following limited access control along roadway, widths as required based on projected traffic volumes and road classification as defined by city street plans; and subsection D of this section.
- I. All subdivisions shall abut on and gain primary access from a paved public street meeting city design and construction standards. Subdivisions shall provide for the future extension of public streets to all adjacent properties. A subdivision shall only be allowed a single point of access where the number of planned dwellings accessing from the single point of access is less than 25.
- J. Asphalt paving and granular base course.
 - 1. General. These specifications govern the preparation of subgrade, the placing of gravel and the placing of asphalt paving. No asphalt shall be placed until a pre-paving inspection is conducted by the city.
 - 2. Subgrade preparations. The subgrade shall be compacted to ninety-five percent of laboratory density as determined by ASTM D1557. Compaction shall be accomplished by using a vibrating steel-wheel compactor having a rated applied weight of fifteen thousand pounds. Where subgrade soils are fine grained, a rubber tire roller may be used to obtain the specified compaction. Soft and yielding spots shall be removed and replaced with suitable material and compacted to ninety-five percent density.
 - 3. Gravel base. Gravel base course shall consist of crushed gravel or crushed rock conforming to one of the gradations hereinafter specified, placed on a prepared subgrade as specified herein. Slag shall not be accepted. All base course thicknesses must be approved by the engineer. The mineral aggregate shall conform to the following requirements:
 - a. On that portion of the aggregate passing the No. 40 sieve, the liquid limit shall not exceed twenty-five, nor shall the plasticity index exceed six when tested in accordance with AASHTO T-89 and T-90.
 - b. The dry material aggregate shall be uniformly graded within one of the gradations listed below when tested in accordance with AASHTO T-27. The size of aggregate shall be at the option of the developer/contractor unless otherwise specifically designated.

PERCENT PASSING

Sieve Size	1" Maximum	3/4" Maximum
1"	100	—
3/4"	—	100
1/2"	70-100	—
3/8 "	—	69-100
No. 4	41-68	46-75
No. 16	21-41	22-44
No. 50	10-27	10-28
No. 200	4-13	4-13

Total amount of material passing the No. 200 sieve shall be determined by washing with water in accordance with AASHTO T-11.

- c. Aggregate shall have a percentage of wear not to exceed fifty when tested in accordance with AASHTO T-96. This requirement shall be used only in determining the suitability of the aggregate source.
 - d. Crushed blast furnace slag, if used, shall be uniform in density and quality and have a rodde weight of not less than seventy-five pounds per cubic foot when tested in accordance with AASHTO T-19. Open hearth slag will not be allowed.
4. Construction methods. The gravel base shall be placed on a compacted subbase, water added, and mixed to provide a moisture content at or near the optimum. The material shall be compacted to a density of ninety-five percent of laboratory density using ASTM D1557 standards. A minimum of six inches of subbase gravel is required unless otherwise indicated on the construction drawings and specifications.
 5. Bituminous surface course. Bituminous surface course shall be in accordance with Section 402 Bituminous Surface Course, of the State of Utah Standards Specification for Road and Bridge Construction, 1979 Edition. One-half-inch maximum gradation shall be used. A minimum of three inches of asphalt is required unless otherwise provided in the sensitive area section of the subdivision ordinance.
 6. Bituminous seal coat. Bituminous seal coat shall conform to Section 405 of the state of Utah Standard Specification for Road and Bridge Construction, 1979 Edition. AC-10 or AC-20 bituminous material shall be used. Seal coats shall be used only if specifically called for on the plans or specified in writing by the city engineer.
 7. Bituminous prime coat and tack coats. Bituminous prime coat and tack coats shall conform to Sections 403 and 404 respectively of the Utah Standard Specifications for Road and Bridge construction, 1979 Edition. Tack coats shall be applied to the edges of existing asphalt when new asphalt is placed adjacent to it or when new asphalt is placed over old asphalt, or new concrete curb.
 8. Asphalt cutting. Cutting of the asphalt shall be made by sawing, providing a vertical joint in the surface unless otherwise approved by the city engineer.
 9. Cold weather patching. Trenches cut during winter months or when asphalt plants are not operating, shall be patched the same day of the cut with a good quality cold mix and maintained until asphalt plants open. When the asphalt plants open, the cold patch shall be removed and a new patch of hot mix asphalt shall be placed within twenty days of plant opening.
 10. Weather requirements. No asphalt shall be placed when the ambient air temperature is less than fifty degrees Fahrenheit and rising. No asphalt shall be placed when there are any frozen materials in the subgrade or the base course. Asphalt shall not be placed during rain, when the road bed is wet, or during other adverse weather conditions. At the time of delivery to the site of the work, the temperature of the asphalt shall not be lower than two hundred sixty degrees Fahrenheit. Compaction shall be complete before the temperature of the asphalt drops below one hundred eighty degrees Fahrenheit. Should asphalt temperature drop below one hundred eighty degrees F, asphalt placement shall be halted.
 11. Method of placement. A self-propelled lay down machine shall be used on all city streets. A box type lay down machine may be used on strip paving, and patches and areas where the self propelled type lay down

machine may not be accessible, as determined by the city engineer.

- K. Alignment standards. Roadway design should conform to the current edition of the AASHTO Policy on Geometric Design of Highways and Streets. Specific city standards are summarized below and are required unless specifically approved otherwise by the city engineer and the city public works director.

VERTICAL ALIGNMENT CRITERIA

Roadway Classification	Vertical Curve Length Min. (feet)	Design Speed (mph)	Maximum Grade (%)
Arterial	600	40	5
Collector	200	30	7
Local Street	100	25	10*

* or as approved by city engineer and planning commission.

If the difference between the grades of two intersecting vertical tangents of a street is greater than one percent, an appropriate vertical curve shall be placed between them. Stop conditions may warrant greater intersecting grades to minimize curb return differentials.

Minimum grade on all roadways shall not be less than five-tenths of one percent unless approved otherwise by the city engineer. Crest and sag vertical curves shall be controlled by "K value" appropriate to the design speed requirements of each roadway classification.

HORIZONTAL ALIGNMENT CRITERIA

Roadway Classification	Max. Degree of Curvature (°)	Min. Radius (feet)	Design Speed (mph)
Arterial	6° 45'	825'	40
Collector	11° 15'	475'	30
Local Street	21.0°	275'	25

When street lines deflect from each other at any one point more than five degrees, there shall be a connecting curve. The center line radius of the curve shall be as per the table above. A minimum of a one-hundred-foot tangent section between horizontal curves are required unless approved by city engineer and planning commission.

Provide appropriate roadway transition taper lengths by adhering to the following formulas:

$L = WS^2 / 60$ for speeds of forty mph or less

Length $L = S \times W$ For speeds greater than forty mph

Where:

L = Minimum length of transition in feet

S = Design speed in miles per hour

W = Width of transition in feet

Maintain minimum intersection sight distance requirements per AASHTO a Policy on Geometric Design of Highways and Streets. Unless approved otherwise by the city engineer.

- L. Curbs at all intersections shall be rounded with curves meeting the following minimum requirements unless approved otherwise by the city.

MINIMUM BACK OF CURB RADIUS MEASURED AT TBC FOR VARIOUS STREET INTERSECTIONS R.O.W Width

		60	66	82	96
R.O.W.	60	25	25	30	30
	66	25	30	30	30
	82	30	30	40	40
	96	30	30	40	40

- M. All streets within the city limits will be required to be dedicated for public use except as called out otherwise in the City Code. The city engineer and planning commission may approve partial roadway improvements while preserving the standard utility placement as described in Standard Drawing Nos. 15.16 (Section 15.01.1520) and 15.17 (Section 15.01.1530). The planning commission may require off-street parking areas within the retail center of a new subdivision and specify requirements for maintenance of the same. Where natural or scenic features and/or historic community assets exist, such locations are to be safeguarded either by dedication to a public or private agency by the subdivider.
- N. Sidewalk ramps must be constructed at all street corners and other pedestrian crossings as shown in the Standard Drawing No. 15.18 (Section 15.01.1540) of these specifications.
- O. Curb, gutter and sidewalks shall be installed on all proposed streets as required by the subdivision type. No bridging with soil will be permitted on curb, gutter, and sidewalk unless appropriate drainage and erosion control features (Standard Drawing No. 15.2 (Section 15.01.1380)) are implemented as approved by the city public works director.
- P. Catch basins as detailed in the standard details shall be provided where required for proper street drainage. Double curb inlet boxes shall be placed on all vertical sag conditions. All storm drainage discharge shall meet or exceed current EPA quality control measures. Stormwater discharge into irrigation facilities may require approval from American Fork Irrigation Company and/or the Church of Jesus Christ of Latter-Day Saints Agricultural Farm Manager, Natural Resources Section Manager and any other downstream users.
- Q. Driveway approaches meeting the minimum criteria as detailed in the American Fork City Standard Details of these Specification Sheets Nos. 15.9 (Section 15.01.1450) and 15.10 (Section 15.01.1460), shall be cut in for all driveways after initial curb placement.
- R. Additional roadway widening for left turn storage, acceleration/deceleration lines, or intersection widening may be required in addition to standard roadway widths in areas as deemed necessary by the city engineer and planning commission.
- S. All sidewalks placed within arterial, collector, or minor collector roadways shall be five-foot minimum width, all local street rights-of-way sidewalks shall comply with minimum ADA passing requirements.

(Ord. No. 2007-07-31, § 1.2, 7-10-2007; Ord. No. 2012-05-15, § 1, 5-8-2012)

HISTORY

Amended by Ord. [2109-08-53](#) on 8/13/2019

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/18/2022

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: Code Text Amendment, amending Section 15.01.100 of the American Fork City code, titled Streets.

Project Address: American Fork City

Developer / Applicant's Name: Public Works Department – Engineering Division

Type of Application:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input checked="" type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

Engineering Division Recommendation: Hearing, review and action amending Section 15.01.100 of the American Fork City code, titled “Streets”. This amendment allows for approval of modified street cross sections for projects where necessary to preserve the aesthetic and cohesiveness of the community. Additional clarifications and corrections have also been made to this section. This text amendment is being done in conjunction with the revision of Section 17.08.304 “Project Streets and Sidewalks”.

The Engineering Division recommends APPROVAL of the proposed code text amendment.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the code text amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the code text amendment.

TABLE

Mr. Chairman, I move that we recommend table of the code text amendment.

Attachment: 05.24.25 - Section 15.01.100 - Staff report (Section 15.01.100 - Streets)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Section 17.08.304 of the American Fork City Code titled "Project Streets and Sidewalks".

SUMMARY RECOMMENDATION

Staff would recommend approval of the ordinance.

BACKGROUND

This code text amendment was before the planning commission on May 18th, where they unanimously recommended approval. This amendment allows for approval of modified street cross sections for projects where necessary to preserve the aesthetic and cohesiveness of the community. This text amendment is in conjunction with the revision of Section 15.01.100.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance amending Section 17.08.304 of the city code titled "Project Streets and Sidewalks".

SUPPORTING DOCUMENTS

- 05.24.22 - Section 17.08.304 - Ordinance (PDF)
- 05.24.22 - Section 17.08.304 Current Code (PDF)
- 05.24.22 - Section 17.08.304 - Staff Report (PDF)

**AN ORDINANCE AMENDING SECTION 17.8.304 OF THE AMERICAN FORK CITY,
UTAH, MUNICIPAL CODE RELATING TO PROJECT STREETS AND SIDEWALKS,
AND PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE
AMENDMENT.**

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

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

WHEREAS, City Council desires to amend the current regulations governing project streets and sidewalks;

WHEREAS, said changes are in the best interest and general welfare of residents of American Fork;

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah, that:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 17.8.304 of the American Fork Municipal Code shall read as follows:

Sec 17.8.304 Project Streets And Sidewalks

- A. General requirement. All lots in the subdivision project shall be served by a street and sidewalk/pedestrian walkway system which provides safe and convenient access to each dwelling unit and adequate circulation within the project area and with adjacent projects and lands. To ensure continued adequacy and maintenance of the street and sidewalk system, title to all portions of the system shall have been previously conveyed to the city or proposed for dedication to the city as part of the plat.
- B. Streets to conform to city standards—Exceptions. All streets within the subdivision project shall conform to city standards for right-of-way width and alignment and be improved in accordance with city standards. Provided, however, the planning commission may recommend and the city council may approve an exception from the adopted standard in the instance of one of the following:
 - 1. Existing Development. The city may approve one or more street segments having a reduced right-of-way width, which may not be reduced more than eight feet from the existing standard at the time of development, subject to the following terms, conditions and findings:
 - a. A finding by the City Council, after recommendation of the Planning Commission, that because of existing development on adjacent lands a reduction in right-of-way is reasonably necessary to preserve the aesthetic and cohesiveness of the community;

- b. The length of the reduced segment will not be more than eight hundred feet;
 - c. The reduced right-of-way width does not create a safety concern; and
 - d. The elements of the right-of-way are in conformance with the General Plan of American Fork and the Bike and Pedestrian Master Plan for American Fork City.
- 2. Partial width streets. The city may approve a subdivision project having partial width streets along one or more of the project boundaries, subject to the following terms, conditions and findings:
 - a. The partial width street is located at the boundary of the proposed residential subdivision project.
 - b. The partial width street will have a minimum width of right-of-way of thirty-five feet and will include the construction of all required street and utility improvements in accordance with city standards for partial width streets.
 - c. The adjacent parcel is undeveloped, but it is reasonably capable of further development in a manner that will result in the remainder of the street being dedicated and improved.
 - d. The partial width street will be less than four hundred feet in length and will serve as the primary vehicular access route to not more than ten residential lots.
 - e. Title to the right-of-way for the partial width street will be conveyed to the city as part of a final plat dedication or other acceptable means of conveyance.

PART II

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

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

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

PASSED, by the American Fork City Council this ____ day of _____, 2022.

MAYOR:

BRADLEY J. FROST

ATTEST:

TERILYN LURKER, CITY RECORDER

Sec 17.8.304 Project Streets And Sidewalks

- A. General requirement. All lots in the subdivision project shall be served by a street and sidewalk/pedestrian walkway system which provides safe and convenient access to each dwelling unit and adequate circulation within the project area and with adjacent projects and lands. To ensure continued adequacy and maintenance of the street and sidewalk system, title to all portions of the system shall have been previously conveyed to the city or proposed for dedication to the city as part of the plat.
- B. Streets to conform to city standards—Exceptions. All streets within the subdivision project shall conform to city standards for right-of-way width and alignment and be improved to in accordance with city standards. Provided however, the planning commission may recommend and the city council may approve an exception from the adopted standard in the instance of one of the following:
1. Partial width streets. The city may approve a subdivision project having partial width streets along one or more of the project boundaries, subject to the following terms, conditions and findings:
 - a. The partial width street is located at the boundary of the proposed residential subdivision project.
 - b. The partial width street will have a minimum width of right-of-way of thirty-five feet and will include the construction of all required street and utility improvements in accordance with city standards for partial width streets.
 - c. The adjacent parcel is undeveloped, but its reasonably capable of further development in a manner that will result in the remainder of the street being dedicated and improved.
 - d. The partial width street will be less than four hundred feet in length and will serve as the primary vehicular access route to not more than ten residential lots.
 - e. Title to the right-of-way for the partial width street will be conveyed to the city as part of a final plat dedication or other acceptable means of conveyance.

(Ord. No. 07-01-07)

HISTORY

Amended by Ord. [2021-12-64](#) on 12/14/2021

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/18/2022

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: Code Text Amendment, amending Section 17.08.304 of the American Fork City code, titled Project Streets and Sidewalks.

Project Address: American Fork City

Developer / Applicant's Name: Public Works Department – Engineering Division

Type of Application:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input checked="" type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

Engineering Division Recommendation: Hearing, review and action amending Section 17.08.304 of the American Fork City code, titled “Project Streets and Sidewalks”. This amendment allows for approval of modified street cross sections for projects where necessary to preserve the aesthetic and cohesiveness of the community. This text amendment is being done in conjunction with the revision of Section 15.01.100 “Streets”.

The Engineering Division recommends APPROVAL of the proposed code text amendment.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the code text amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the code text amendment.

TABLE

Mr. Chairman, I move that we recommend table of the code text amendment.

Attachment: 05.24.22 - Section 17.08.304 - Staff Report (Section 17.08.304 - Project Streets and Sidewalks)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution approving an Interlocal Agreement with Cedar Hills and Highland for the 2022 Debris Basin Project

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution and interlocal agreement

BACKGROUND

As part of 2022 Debris Basin Project, the outlet structure will be modified to meet Dam Safety Requirements. American Fork, Cedar Hills, and Highland are entering into an interlocal agreement that clarifies the responsibilities of each of the municipalities. American Fork City staff will administer the contract and manage the project. Construction is expected to start this fall. This agreement has been reviewed by City staff and legal.

BUDGET IMPACT

FY2022 budget amendment for \$64,743 (Some of this work will carry over to FY2023 and 2/3 of this will be reimbursed by Cedar Hills and Highland). The FY2023 budget will include the remainder of the \$240,000 to cover the total project cost of \$720,000, which will be split equally by the three cities.

SUGGESTED MOTION

I move to adopt the resolution and authorize the City to sign the interlocal agreement with Cedar Hills and Highland Cities.

SUPPORTING DOCUMENTS

05.24.22 - Interlocal Agreement with Highland and Cedar Hills (DOCX)
Debris Basin Project ICA 20220519 (DOCX)

RESOLUTION NO. _____

WHEREAS, Pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, local governments are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, American Fork City, the City of Cedar Hills, and Highland City have previously entered into an Interlocal Cooperative Agreement on January 17, 2014, providing for the joint management of the American Fork Canyon Debris Basin; and

WHEREAS, in connection with the 2014 Interlocal Cooperative Agreement, the parties created the American Fork River Debris Basin Administrative Board and adopted bylaws to govern the management of the Basin; and

WHEREAS, the parties desire to mutually cooperate in providing for certain improvements and modifications to the Basin.

NOW, THEREFORE, the American Fork City Council resolves to enter into the attached Interlocal Cooperative Agreement with the City of Cedar Hills and Highland City for the purpose of clarifying the responsibilities of each municipality for the 2022 Debris Basin Project and authorizes the Mayor to sign said agreement.

PASSED BY THE AMERICAN FORK CITY COUNCIL THIS 24TH DAY OF MAY 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT

THIS 2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”), is made and entered into by and between AMERICAN FORK CITY, a Utah municipality, (“**American Fork**”), the CITY OF CEDAR HILLS, a Utah municipality (“**Cedar Hills**”), and HIGHLAND CITY, a Utah municipality (“**Highland**”), collectively referred to as “**Parties**” or individually as “**Party**.”

RECITALS

- A. Pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, the Parties are each authorized to enter into mutually advantageous agreements for joint or cooperative action.
- B. The Parties have previously entered into an Interlocal Cooperation Agreement, dated January 27, 2014, (“**2014 ICA**”) providing for the joint management of the American Fork Canyon Debris Basin and related improvements and facilities, which are jointly owned by the Parties (collectively, “**Basin**”).
- C. In connection with the 2014 ICA, the Parties created the American Fork River Debris Basin Administrative Board (“**Administrative Board**”) and adopted bylaws (“**Bylaws**”) to govern the management of the Basin.
- D. Pursuant to the 2014 ICA and Bylaws, the Parties desire to mutually cooperate in providing for certain improvements and modifications to the Basin (“**Project**”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

1. Purpose of Agreement.

The purpose of this Agreement is to establish the terms and conditions of the Parties’ cooperative efforts regarding the Project to provide certain improvements and modifications to the Basin. This Agreement is intended solely to provide for a specific Project pursuant to the terms of the existing 2014 ICA and Bylaws, and nothing in this Agreement is intended to amend, supersede, or otherwise modify the rights and obligations of the Parties under the 2014 ICA and Bylaws except as expressly set forth herein. Any such express modification shall be limited to providing for and facilitating the Project and shall not be applied in any other context.

2. Project Scope.

- a. The Project consists of those improvements, modifications, and facilities described in the plans dated September 3, 2021, by Horrocks Engineers, which plans are attached and incorporated herein by reference as Exhibit A.

- b. The Administrative Board may authorize adjustments and changes to the scope of the Project as set forth herein.

3. **Project Management.**

- a. American Fork shall be responsible for bidding, awarding, administering, and managing the contract or contracts necessary to complete the Project, pursuant to American Fork's bidding procedures, the requirements of Title 11, Chapter 39 of the Utah Code, and this Agreement. All contracts necessary to complete the Project shall be entered into and executed exclusively by American Fork.
- b. The Administrative Board shall review all bids and approve the bidder before a contract is awarded for the Project. The Administrative Board shall have the right to review all proposed payments to ensure that such payments conform to the executed bid contracts and this Agreement.
- c. In the event that the lowest responsible bidder's bid is higher than the Project Budget, as defined herein, American Fork shall not award the bid until and unless each Party, through the Administrative Board:
 - i. approves the additional costs necessary to complete the Project; and/or
 - ii. approves modifications to the scope of the Project to reduce the costs necessary to complete the Project.
- d. In administering the contract or contracts necessary to complete the Project, American Fork may engage a consultant construction manager. American Fork may engage a consultant of its choice, provided that the Administrative Board shall have the right to review and approve of the recommended consultant and the consulting contract prior to American Fork's engagement of the consultant. The consultant shall be paid out of the Project Budget.
- e. Change orders to the scope of the Project shall be approved by American Fork in consultation with the Administrative Board. Change orders that result in Project costs that exceed the Project Budget shall not be approved by American Fork until and unless each Party, through the Administrative Board, approves such change orders in writing.

4. **Project Budget.**

- a. Cedar Hills shall act as the treasurer for the Project.
- b. Each Party shall contribute \$240,000 toward the Project, for a total project budget of \$720,000 ("**Project Budget**"). Such funds shall be delivered to Cedar Hills on behalf of the Basin prior to American Fork issuing a request for bids for the Project. Upon the awarding of a contract or contracts under Section 3 of this Agreement, Cedar Hills shall remit the Project Budget, or such portion of the Project Budget as is necessary, to American Fork.

- c. If the Project requires additional funds beyond Project Budget to complete the Project, such additional funding shall first be approved by the Parties in writing through the Administrative Board. Each Party shall be responsible for one-third (1/3) of any such approved, additional funding.
- d. In the event that there are excess funds remaining from the Project Budget after completing the Project, such funds shall be returned by American Fork City to Cedar Hills for deposit in the Basin administrative accounts. The Administrative Board shall determine if funds are to be returned to Parties on an equal basis or maintained in Basin accounts for Basin maintenance and care.

5. **Administration of Agreement.**

- a. The Parties to this Agreement do not contemplate or intend to establish a separate legal entity under the terms of this Agreement. The Parties agree that this Agreement does not anticipate or provide for any organizational changes in or to the Parties.
- b. Each Party shall be responsible for budgeting for, financing, and otherwise providing for their respective portion of the Project Budget and any other costs, payments, or obligations required by this Agreement. Each Party shall keep all books and records related to such actions in accordance with applicable laws and regulations.
- c. Cedar Hills shall act as the treasurer for the Debris Basin and shall keep all books and records related to the financial transactions required or contemplated by this Agreement in accordance with applicable laws and regulations.
- d. American Fork shall act as the administrator for facilitating, bidding, managing, and administering all construction and construction contracts and shall keep all books and records related to the Project, including payments issued, change orders approved, completed inspections, and other records in accordance with applicable laws and regulations.
- e. In all other respects, the Administrative Board shall administer this Agreement.
- f. Each Party shall be entitled to review and inspect all books and records related to this Agreement during business hours upon request and reasonable notice.

6. **Real and Personal Property.**

The Parties agree that they will not adjust or modify ownership of the Basin, or any related property, improvements, and facilities, as such ownership is currently held. All new property obtained or acquired in connection with the Project and this Agreement shall be jointly owned by the Parties as set forth in the 2014 ICA and Bylaws. Future ownership, maintenance, and use of the Basin and all related property, improvements, and facilities, both prior to and after termination of this Agreement, shall be as set forth in the 2014 ICA and Bylaws.

7. **Effective Date and Term.**

The Effective Date of this Agreement shall be the date all conditions of approval provided in Section 9 of this Agreement have been satisfied (“**Effective Date**”). The term of this Agreement shall be from the Effective Date up through and including December 31, 2024, unless terminated or extended as set forth herein.

8. **Termination.**

- a. This Agreement shall continue in effect until:
 - i. The Parties mutually consent in writing to terminate the Agreement;
 - ii. The term of the Agreement expires; or
 - iii. The Project is completed, all outstanding contracts related to the Project have been completed, fulfilled, and/or terminated, and any remaining funds from the Project Budget have been returned to the Parties as set forth herein.
- b. This Agreement may be extended by the mutual, written consent of the Parties in order to provide for the Project, but in no event shall the term of this Agreement extend beyond fifty (50) years.
- c. Upon termination of this Agreement, the Parties shall remain responsible for complying with all responsibilities, obligations, and duties as set forth in the 2014 ICA and Bylaws.

9. **Conditions of Approval.**

This Agreement is conditioned upon each of the following:

- a. The approval and adoption of the Agreement by resolution of the legislative body of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code;
- b. The written approval of the authorized attorney of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code.

10. **Amendments.**

The terms of this Agreement may not be amended, changed, modified, or altered except by an instrument in writing authorized and executed by each Party pursuant to the requirements of the Utah Interlocal Cooperation Act.

11. **Authorization and Filing.**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties. Each Party shall be responsible for the timely submission, filing, or recording

of the Agreement and any subsequent amendment or termination thereof with the appropriate governmental or regulatory offices, in the proper form and format as required by law.

12. Governing Law, Jurisdiction, and Venue.

This Agreement and all claims or causes of action arising therefrom shall be construed and governed by and enforced in accordance with the laws of the State of Utah, including its statutes of limitation. Any dispute, claim, or cause of action regarding the interpretation or application of this Agreement shall be brought and maintained in the courts of the State of Utah, Utah County, Utah, which courts shall have jurisdiction over this Agreement and the Parties thereto.

13. Indemnification.

- a. The Parties shall defend, indemnify, save harmless, and exempt each other as set forth in the 2014 ICA and Bylaws.
- b. In the event of liability arising out of the Project or any authorized contract executed by American Fork in pursuance thereof, which liability is not due to the willful or negligent acts or omissions of a particular Party or Parties, each Party agrees to be severally liable for a maximum amount of one-third (1/3) of such liability.
- c. Nothing in this Agreement shall be construed, interpreted, or applied as giving rise to any right, obligation, or liability to any party not named herein, and no third party has any right under this Agreement whatsoever.
- d. The provisions of this Section shall survive the termination of this Agreement.

14. Severability.

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

15. Immunity.

By entering into this Agreement, the Parties do not waive any governmental or sovereign immunity. Each Party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state and federal law, including the Utah Governmental Immunity Act. Designations of venue, choice of law, insurance and indemnification conditions, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity.

16. **Waiver.**

The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement.

AMERICAN FORK CITY, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

CITY OF CEDAR HILLS, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

HIGHLAND CITY, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution providing for the continuity of government pursuant to the provisions of the Emergency Interim Succession Act.

SUMMARY RECOMMENDATION

The City Recorder would recommend approval of this resolution.

BACKGROUND

The approval of this resolution would comply with State Law, UCA 53-52-807, and provide for the required leadership in the event of a State of Emergency where the Mayor is unavailable. This must be approved by July 1 of each year.

The Mayor has asked that the following Council members, in order, succeed to the office of the Mayor to act as Emergency Interim Successor as the need and occasion may arise:

Mayor Pro Tem Council Member Clark Taylor
Council Member Kevin Barnes
Council Member Staci Carroll
Council Member Robert Shelton
Council Member Ryan Hunter

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the Resolution providing for the continuity in government pursuant to the provisions of the Emergency Interim Succession Act.

SUPPORTING DOCUMENTS

05.24.22 - Continuity of Government(DOC)

RESOLUTION NO. _____**A RESOLUTION PROVIDING FOR THE CONTINUITY OF GOVERNMENT
PURSUANT TO THE PROVISIONS OF THE *EMERGENCY INTERIM SUCCESSION
ACT* AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Utah State Legislature has adopted the *Emergency Interim Succession Act*, found Title 53-2a-807, *Utah Code Annotated* (1953, as amended); and

WHEREAS, Part 1 of said Act requires that each municipality in the State, including American Fork City (“the City”), provide for three (3) interim successors to the Mayor to exercise and carry out the powers, duties and responsibilities of said office during a state of emergency; and

WHEREAS, American Fork City Council desires that the City comply with the mandates and spirit of said Act, and finds such compliance to be in the best interest, and to promote the health, safety and general welfare, of the City and its residents, guests, and businesses.

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

- (1) That the following terms shall be defined, for purposes of this Resolution as follows:
 - (a) “Absent” means not physically present or not able to be communicated with for 48 hours;
 - (b) “Emergency Interim Successor” means a person designated by this part to exercise the powers and discharge the duties of an office when the person legally exercising the powers and duties of the office is unavailable.
 - (c) “Office” includes local offices, the powers and duties of which are defined by constitution, statutes, charters, optional plans, ordinances, articles, or by-laws.
 - (d) “Place of governance” means the physical location where the powers of an office are being exercised.
 - (e) “Political Subdivision” includes cities.
 - (f) “Political Subdivision Officer” means a person holding an office in a political subdivision.
 - (g) “Unavailable” means absent from the place of governance during a disaster that seriously disrupts normal governmental operations, whether

or not that absence or inability would give rise to a vacancy under existing constitutional or statutory provisions.

- (2) That the following members of the Governing Body of the City of American Fork shall, in the order set forth, succeed to the office of the Mayor to act as **Emergency Interim Successor** thereto as the need and occasion may arise:
 - (a) Mayor Pro-tem Council Member Clark Taylor
 - (b) Council Member Kevin Barnes
 - (c) Council Member Staci Carroll
 - (d) Council Member Robert Shelton
 - (e) Council Member Ryan Hunter
- (3) That the appointment(s) hereunder shall commence and be **effective immediately**; and shall continue until this Resolution is repealed, amended (as to persons named), or replaced with a new Resolution (which, by law, should occur on or before July 1 of each calendar year).
- (4) That an Emergency Interim Successor shall exercise and carry out the powers, duties and responsibilities of the office of Mayor until:
 - (a) Any vacancy in said office is filled in accordance with the applicable provisions of constitutional and statutory law; or
 - (b) The Mayor or an Emergency Interim Successor earlier in the order of succession (as established herein) becomes available to exercise and carry out the powers, duties and responsibilities of the office of Mayor.
- (5) The Mayor or Emergency Interim Successor shall be authorized to send emergency alerts.

Passed by the City Council of the City of American Fork, Utah, this 24 day of May 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 24, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on setting a date and time for the public hearing on the fiscal year ending June 30, 2023, budget.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

At the May 10, 2022, meeting, the council approved the tentative budget and set the public hearing for June 21, 2022, at 7:00 p.m. It is felt that holding the public hearing the week before adoption of the budget will give the council a chance to consider any of the comments made by the public.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to set the date and time for the public hearing o the fiscal year ending June 30, 2023, for June 14, 2022, at 7:00 p.m.

SUPPORTING DOCUMENTS