

AMERICAN FORK CITY COUNCIL
DECEMBER 13, 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, December 13, 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 Barnes; roll call.
2. Presentation of the HERO Award and Life Saving Award to Patricia Roberts.
3. Presentation of the “Best of Utah Firefighter Challenge” Award to Darren Cooper, Scott Wilmore, Mike Savio, Mike Beltran, Robert Grady.
4. Presentation of the HERO Award honoring Art and Mary Dye.
5. Twenty-minute public comment period - limited to two minutes per person.
6. City Administrator's Report
7. Council Reports
8. 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 November 1, 2022, work session minutes.
2. Approval of the November 22, 2022, city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$85,988.80 and issue a Notice of Acceptance for the Timp Hollow Plat D construction of public improvements located at 1040 North 1190 East.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$1,086,381.59 and issue a Notice of Acceptance for the AMERICAN FORK APARTMENTS/CASTLEWOOD construction of public improvements located at 900 West 200 South.
5. Approval of the authorization to release the Improvements Durability Retainer of \$2,250.00 for Swig, located at 135 East Main Street.
6. Ratification of city payments (November 16, 2022, to December 6, 2022) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a Performance-in-Lieu Agreement with HVAF 2, LLC regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Edgewater Townhomes Phase 2.
2. Review and action on a Performance-in-Lieu Agreement with HVAF 2, LLC regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Edgewater Townhomes Phase 3.

3. Review and action on the Art Dye dog park sponsorship and naming rights agreement with Doug Smith Subaru.
4. Review and action on an ordinance amending the Title of Division 17, Section 15.01.1830, Section 15.01.1840, and Section 15.01.1850 of the American Fork City Code relating to access management.
5. Review and action on an ordinance setting the dates, time, and place of the 2023 City Council meetings.
6. Adjournment.

Dated this 8th day of December 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
DECEMBER 13, 2022**

Department Public Works

Director Approval Susan GoebelCanning

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$85,988.80 and issue a Notice of Acceptance for the Timp Hollow Plat D construction of public improvements located at 1040 North 1190 East.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Timp Hollow Plat D public improvements located at 1040 North 1190 East. To authorize the issuance of documents and/or payments to release the

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

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

SUPPORTING DOCUMENTS

Final Bond release-Timp Hollow Plat D 12-13-22 (PDF)



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for TIMP HOLLOW PLAT D. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$ 85,988.80 _____

PASSED THIS 13 DAY OF DECEMBER, 2022.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Final Bond release-Timp Hollow Plat D 12-13-22 (Final Bond Release)

Development Name: Timber Hollow Plant D
Development Address: Cady Lane + 1100 North
*All outstanding fees must be paid prior to any release.

☒ Improvement Warranty Release (10% Durability Release)

Packet Pg. 6

PAYMENT AUTHORIZATION

P.O.	
Date	12/14/2022
Req.	
Date	
Required Del.	

[illegible]

Justification: _____	Verbal Quote	Single Source
Approved 12/13/22 CITY COUNCIL MEETING	Informal Bid	State Contract
	Formal Bid	Compatibility
	Finance Director (Over \$1,000)	
	Administration (Over \$10,000)	

Name of Development: Timp Hollow Plat D

Date	Date	Date	Date	Date	Date	Date
1/20/2021						

Description of Item	Quantity	Unit	Unit Price	Total	Inspection #1	Bond Amount	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
SITE PREPARATION																	
Mobilization	1	LS	\$5,000.00	\$5,000.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Clear, Grub, and Stockpile Material	2757	CY	\$4.50	\$12,406.50	2757	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Finish Subgrade	46063	SF	\$0.22	\$10,133.86	46063	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP Install	17	Each	\$250.00	\$4,250.00	0	\$4,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,250.00
SEWER																	
8" PVC Sewer Line	878	LF	\$41.00	\$35,998.00	878	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" Sewer Manhole Precast	4	Each	\$2,950.00	\$11,800.00	4	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5" Sewer Manhole Precast	1	Each	\$3,800.00	\$3,800.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing	2	Each	\$3,500.00	\$7,000.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Trench Import	2225	Ton	\$17.00	\$37,825.00	2225	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Concrete Collars	5	Each	\$550.00	\$2,750.00	0	\$2,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,750.00
Air Pressure Test	878	LF	\$1.05	\$921.90	878	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Televsion	878	ELF	\$1.20	\$1,053.60	878	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																	
8" PVC C-900 Culinary Water	1140	LF	\$25.00	\$28,500.00	1140	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Gate Valve	4	Each	\$1,800.00	\$7,200.00	4	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Fittings	3	Each	\$950.00	\$2,850.00	3	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Bends	2	Each	\$750.00	\$1,500.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing	2	Each	\$1,500.00	\$3,000.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant Assembly	2	Each	\$5,450.00	\$10,900.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1" Water Service Lateral	17	Each	\$1,425.00	\$24,225.00	17	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Blowoff	1	Each	\$1,600.00	\$1,600.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Cover Collar for Water Valve Boxes	4	Each	\$425.00	\$1,700.00	0	\$1,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,700.00
Testing, Cleaning, Inspections	1140	LF	\$0.50	\$570.00	1140	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PRESSURIZED IRRIGATION																	
8" PVC Pipe	1163	LF	\$25.00	\$29,075.00	1163	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Gate Valve	1	Each	\$1,800.00	\$1,800.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Fittings	1	Each	\$950.00	\$950.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Bends	2	Each	\$750.00	\$1,500.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing PI	2	Each	\$1,500.00	\$3,000.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Blowoff Pressurized Irrigation	1	Each	\$1,300.00	\$1,300.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1" Irrigation Service	17	Each	\$1,250.00	\$21,250.00	17	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Trench Import	1283	Ton	\$17.00	\$21,811.00	1283	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Cover Collar for Water Valve Boxes	1	Each	\$400.00	\$400.00	0	\$400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$400.00
STREETS																	
Asphalt 3" - Standard Road	41795	SF	\$1.44	\$60,184.80	0	\$60,184.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$60,184.80
Roadbase 8" Hauled, Placed & Compacted	46063	SF	\$1.16	\$53,433.08	46063	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
24" Curb & Gutter (4" untreated base course included)	2134	LF	\$17.00	\$36,278.00	2134	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Grading	2134	LF	\$7.00	\$14,938.00	2134	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Sidewalk	10930	SF	\$6.00	\$65,580.00	10930	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
ADA Ramp (6" concrete 6" base course included)	2	Each	\$1,200.00	\$2,400.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Cross Curb	681	SF	\$9.00	\$6,129.00	0	\$6,129.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,129.00
STORM DRAINAGE																	
16" RCP Storm Drain	49	LF	\$43.00	\$2,107.00	49	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Inlet 2' x 3' x 4'	1	Each	\$2,500.00	\$2,500.00	1	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Double Curb Inlet Box	2	Each	\$4,500.00	\$9,000.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Connection	3	Each	\$1,300.00	\$3,900.00	3	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Manhole 9"	2	Each	\$4,675.00	\$9,350.00	2	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Trench Import	55	Ton	\$17.00	\$935.00	55	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Air Pressure Test	49	LF	\$1.05	\$51.45	49	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Televsion	49	LF	\$1.20	\$58.80	49	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Concrete Collar	1	Each	\$550.00	\$550.00	0	\$550.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$550.00
CONSTRUCTION MANAGEMENT/MISC.																	
As Built	1	Each	\$1,000.00	\$1,000.00	0	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,000.00
Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00	0	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,500.00
Street Sign	3	Each	\$225.00	\$675.00	0	\$675.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$675.00
Traffic Sign	1	Each	\$300.00	\$300.00	0	\$300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$300.00
Subdivision Monument	1	Each	\$450.00	\$450.00	0	\$450.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$450.00
LANDSCAPING 10-2315-000																	
Street Trees	17	Each	\$300.00	\$5,100.00	0	\$5,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,100.00
Improvement Completion Assurance																	
Improvement Warranty																	
TOTAL BOND																	
10-3470-500																	
Plat (Base)	1		\$50.00	\$ 50.00													
Plus Per Lot	17		\$2.00	\$ 34.00													
Subtotal																	
10-4410-276																	
Street Lights				\$ -													
Total Fees																	
Total Bond & Fees \$841,106.19																	

\$58,280.20 Durability Period

Recording Fees			
Plat (Base)	1	\$50.00	\$ 50.00
Plus Per Lot	17	\$2.00	\$ 34.00
Subtotal			
10-4410-276			
Street Lights			\$ -
Total Fees			
Total Bond & Fees \$841,106.19			



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 13, 2022**

Department Public Works

Director Approval Susan GoebelCanning

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$1,086,381.59 and issue a Notice of Acceptance for the AMERICAN FORK APARTMENTS/CASTLEWOOD construction of public improvements located at 900 West 200 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the AMERICAN FORK APARTMENTS/CASTLEWOOD public improvements located at 900 West 200 South. To authorize the issuance of documents

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

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

SUPPORTING DOCUMENTS

Final Bond Release-American Fork Apartments-Castlewood 12-13-22 (PDF)



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for AMERICAN FORK APARTMENTS/CASTLEWOOD. Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$ 1,086,381.59

PASSED THIS 13 DAY OF DECEMBER, 2022.

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Final Bond Release-American Fork Apartments-Castlewood 12-13-22 (Final Bond Release)



BOND RELEASE REQUEST

Development Name: American Fork Apartments (Castlewood)

Development Address: 850 W. 250 S. American Fork UT

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

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

					Inspector Use Only	
					Complete?	
Description of Item	Quantity	Units	Unit Price	Total	Yes/No	
SITE PREPARATION/SWPPP						
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	Y	
Site Earthwork (Cut/Fill Onsite)	95	CY	\$ 4.75	\$ 451.25		
Site Earthwork (Cut/Fill Import)	2481	CY	\$ 25.00	\$ 62,025.00		
Stripping/Topsoil Removal	85311	SF	\$ 0.07	\$ 5,971.77		
SWPPP	1	LS	\$ 10,000.00	\$ 10,000.00		
SEWER						
6" PVC Sewer Line	218	LF	\$ 32.50	\$ 7,085.00		
8" PVC Sewer Line	264	LF	\$ 35.00	\$ 9,240.00		
10" PVC Sewer Line	747	LF	\$ 37.50	\$ 28,012.50		
4' Sewer Manhole	6	EACH	\$ 3,800.00	\$ 22,800.00		
Connect to Existing	1	EACH	\$ 1,500.00	\$ 1,500.00		
6" Service Connection	9	EACH	\$ 2,100.00	\$ 18,900.00		
Imported Trench Backfill	1875	TON	\$ 26.50	\$ 49,687.50		
Testing	1	LS	\$ 1,372.25	\$ 1,372.25		
CULINARY WATER						
8" C900	1069	LF	\$ 35.00	\$ 37,415.00		
Imported Trench Backfill	800	TON	\$ 26.50	\$ 21,200.00		
8" Fittings	10	EACH	\$ 650.00	\$ 6,500.00		
8" x 6" Cross	1	EACH	\$ 1,900.00	\$ 1,900.00		
6" Fitting	2	EACH	\$ 450.00	\$ 900.00		
8" x 6" Tee	10	EACH	\$ 800.00	\$ 8,000.00		
6" Gate Valve	7	EACH	\$ 1,400.00	\$ 9,800.00		
Connect to Existing	2	EACH	\$ 2,100.00	\$ 4,200.00		
2" Blow Off	1	EACH	\$ 2,750.00	\$ 2,750.00		
Fire Hydrant Assembly	6	EACH	\$ 4,500.00	\$ 27,000.00		
2" Water Meter Vault	7	EACH	\$ 4,500.00	\$ 31,500.00		
1" Water Meter	1	EACH	\$ 1,750.00	\$ 1,750.00		
Testing	1	LS	\$ 1,529.15	\$ 1,529.15		
PRESSURIZED IRRIGATION						
Connect to Existing	1	EACH	\$ 1,200.00	\$ 1,200.00		
2" Meter Vault	1	EACH	\$ 4,500.00	\$ 4,500.00		
Testing	1	LS	\$ 57.00	\$ 57.00		
STREETS						
3" Asphalt	45389	SF	\$ 1.50	\$ 68,083.50		
12" Base Course	45389	SF	\$ 1.25	\$ 56,736.25		
Mirafi RS380i Geotextile Fabric	45389	SF	\$ 0.45	\$ 20,425.05		
24" Curb & Gutter	2598	LF	\$ 18.50	\$ 48,063.00		

Attachment: Final Bond Release-American Fork Apartments-Castlewood 12-13-22 (Final Bond Release)

5' Sidewalk	3186	LF	\$ 22.50	\$ 71,685.00	Y
Drive Approach with 4' Waterway	4	EACH	\$ 3,500.00	\$ 14,000.00	
ADA Ramp	30	EACH	\$ 1,450.00	\$ 43,500.00	
Striping	1	LS	\$ 3,100.00	\$ 3,100.00	
Testing	1	LS	\$ 3,255.93	\$ 3,255.93	
STORM DRAINAGE					
24" rcp Storm Drain	335	LF	\$ 80.00	\$ 26,800.00	
18" RCP Storm Drain	252	LF	\$ 55.00	\$ 13,860.00	
15" RCP Storm Drain	1183	LF	\$ 45.00	\$ 53,235.00	
8" PVC Sewer Line	34	LF	\$ 35.00	\$ 1,190.00	
Imported Trench Backfill	1125	TON	\$ 26.50	\$ 29,812.50	
SD Combo Box	1	EACH	\$ 3,500.00	\$ 3,500.00	
Storm Drain Cleanout Boxes	13	EACH	\$ 3,000.00	\$ 39,000.00	
5' SD Manholes	1	EACH	\$ 5,000.00	\$ 5,000.00	
SD Catch Basin	14	EACH	\$ 3,000.00	\$ 42,000.00	
Testing	1	LS	\$ 2,143.98	\$ 2,143.98	
Construction Management/Misc.					
As Builts	1	EACH	\$ 3,500.00	\$ 3,500.00	
Signs	9	EACH	\$ 650.00	\$ 5,850.00	
Subdivision Monument	7	EACH	\$ 650.00	\$ 4,550.00	
LANDSCAPING 10-2315-000					
Public Landscaping	15361	SF	\$ 3.00	\$ 46,083.00	
Improvement Warranty	1	EACH	\$ 98,761.96	\$ 98,761.96	
Total			\$ 1,086,381.59		

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

Please send check/bank letter to:

Name: Castlewood Development

Bank (if applicable): _____

Address: 10900 South 900 East Ste 130

City: Salt Lake City State: UT Zip: 84047

Phone: 801-208-4000 Email: _____

Signature: _____ Date: _____

City Official Use Only

☒ Fees paid and current

Administrative Signature: [Signature] Date: 11-30-22

Inspector Signature: [Signature] Date: 12-1-22

Attachment: Final Bond Release-American Fork Apartments-Castlewood 12-13-22 (Final Bond Release)

American Fork Apartments
 Name of Development: (Castlewood)
 850 W. 250 S. 300 S. 350 S Improvements

					Date	Date	Date	Date	Date	Date							
Name of Development: American Fork Apartments (Castlewood)					11/30/2022	Final											
850 W. 250 S. 300 S. 350 S Improvements																	
												Balance					
Description of Item		Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
SITE PREPARATION/SWPPP																	
Mobilization	1	LS	\$5,000.00		\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Site Earthwork (Cut/Fill Onsite)	95	CY	\$4.75		\$451.25	95	\$451.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Site Earthwork (Cut/Fill Import)	2481	CY	\$28.00		\$69,228.00	2481	\$69,228.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Stripping/Topsoil Removal	85311	SF	\$0.07		\$5,971.77	85311	\$5,971.77		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SWPPP	1	LS	\$10,000.00		\$10,000.00	1	\$10,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SEWER																	
8" PVC Sewer Line	218	LF	\$32.50		\$7,085.00	218	\$7,085.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" PVC Sewer Line	264	LF	\$35.00		\$9,240.00	264	\$9,240.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10" PVC Sewer Line	747	LF	\$37.50		\$28,012.50	747	\$28,012.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4" Sewer Manhole	6	Each	\$3,800.00		\$22,800.00	6	\$22,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Connect to Existing	1	Each	\$1,500.00		\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6" Service Connection	9	Each	\$2,100.00		\$18,900.00	9	\$18,900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Imported Trench Backfill	1875	Ton	\$28.50		\$53,687.50	1875	\$53,687.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing	1	LS	\$1,372.25		\$1,372.25	1	\$1,372.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER																	
8" CSO	1069	LF	\$35.00		\$37,415.00	1069	\$37,415.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Imported Trench Backfill	800	Ton	\$28.50		\$22,800.00	800	\$22,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Fittings	10	Each	\$550.00		\$5,500.00	10	\$5,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" x 6" Cross	1	Each	\$1,900.00		\$1,900.00	1	\$1,900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Fitting	2	Each	\$450.00		\$900.00	2	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" x 6" Tee	10	Each	\$800.00		\$8,000.00	10	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Gate Valve	7	Each	\$1,400.00		\$9,800.00	7	\$9,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Connect to Existing	2	Each	\$2,100.00		\$4,200.00	2	\$4,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Blow Off	1	Each	\$2,750.00		\$2,750.00	1	\$2,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Fire Hydrant Assembly	6	Each	\$4,500.00		\$27,000.00	6	\$27,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Water Meter Vault	7	Each	\$4,500.00		\$31,500.00	7	\$31,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
1" Water Meter	1	Each	\$1,750.00		\$1,750.00	1	\$1,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing	1	LS	\$1,529.15		\$1,529.15	1	\$1,529.15		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																	
Connect to Existing	1	Each	\$1,200.00		\$1,200.00	1	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Meter Vault	1	Each	\$4,500.00		\$4,500.00	1	\$4,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing	1	LS	\$57.00		\$57.00	1	\$57.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																	
3" Asphalt	45389	SF	\$1.50		\$68,083.50	45389	\$68,083.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
12" Base Course	45389	SF	\$1.25		\$56,736.25	45389	\$56,736.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Unif RS300 Geotextile Fabric	45389	SF	\$0.45		\$20,425.05	45389	\$20,425.05		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
24" Curb & Gutter	2568	LF	\$18.50		\$48,063.00	2568	\$48,063.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5' Sidewalk	3188	LF	\$22.50		\$71,685.00	3188	\$71,685.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Drive Approach with 4" Waterway	4	Each	\$3,500.00		\$14,000.00	4	\$14,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
ADA Ramp	30	Each	\$1,450.00		\$43,500.00	30	\$43,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Striping	1	LS	\$3,100.00		\$3,100.00	1	\$3,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing	1	LS	\$3,255.93		\$3,255.93	1	\$3,255.93		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																	
24" RCP Storm Drain	335	LF	\$80.00		\$26,800.00	335	\$26,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
18" RCP Storm Drain	252	LF	\$55.00		\$13,860.00	252	\$13,860.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
15" RCP Storm Drain	1183	LF	\$45.00		\$53,235.00	1183	\$53,235.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" PVC	34	LF	\$1,150.00		\$39,100.00	34	\$39,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Imported Trench Backfill	1125	Ton	\$26.50		\$29,812.50	1125	\$29,812.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SD Combo Box	1	Each	\$3,500.00		\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Storm Drain Cleanout Boxes	13	Each	\$3,000.00		\$39,000.00	13	\$39,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5 SD Manholes	1	Each	\$5,000.00		\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SD Catch Basin	14	Each	\$3,000.00		\$42,000.00	14	\$42,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing	1	LS	\$2,143.98		\$2,143.98	1	\$2,143.98		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
As Builts	1	Each	\$3,500.00		\$3,500.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Signs	9	Each	\$650.00		\$5,850.00	9	\$5,850.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subdivision Monument	7	Each	\$650.00		\$4,550.00	7	\$4,550.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
LANDSCAPING 10-2315-000																	
Public Landscaping	15361	SF	\$3.00		\$46,083.00	15361	\$46,083.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Improvement Completion Assurance						\$987,619.62		\$987,619.62		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Improvement Warranty						\$98,761.96		\$98,761.96		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Total Bond Amount						\$1,086,381.59		\$1,086,381.59		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Recording Fees																	
10-3470-500						\$30.00		\$30.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Street Lights						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Total Fees						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Total Bond & Fees						\$1,086,381.59		\$1,086,381.59		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

\$98,761.96 Durability Period



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 13, 2022**

Department Public Works

Director Approval Susan GoebelCanning

AGENDA ITEM Approval of the authorization to release the Improvements Durability Retainer of \$2,250.00 for Swig, located at 135 East Main Street.

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 \$2,250.00 for Swig. 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 release-City Council- 12-13-22 (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 SWIG 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: \$2,250.00

PASSED THIS 13 DAY OF DECEMBER 2022

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Warranty release-City Council- 12-13-22 (Swig Bond Release)



BOND RELEASE REQUEST

Development Name: Swig

Development Address: 135 East Main Street

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

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release
(10% Durability Release) _____

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Warranty release	1			2,250.00	Y
			Total	2,250.00	

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

Please send check/bank letter to:

Name: Savory Swig Stores, LLC

Bank (if applicable):

Address: 1557 West Innovation Way Ste 150

City: Lehi

State: UT

Zip:

84043

Phone: 208-860-4661

Email:

cass@savorymanagement.com

Signature: *Cass Tenney*

Date: 11/29/2022

City Official Use Only

☒ Fees paid and current

Administrative Signature:

Date: 11-29-22

Inspector Signature:

Date: 12-1-22

Attachment: Warranty release-City Council- 12-13-22 (Swig Bond Release)

PAYMENT AUTHORIZATION

P.O.
Date 12/14/2022
Req.
Date
Required Del.

Justification:	Verbal Quote	Single Source
Approved 12/13/22 CITY COUNCIL MEETING	Informal Bid	State Contract
	Formal Bid	Compatibility
	Finance Director (Over \$1,000)	
	Administration (Over \$10,000)	

[illegible]

\$0.00	Available for Release
\$2,250.00	Durability Period

Improvement Completion Assurance	\$22,500.00
Improvement Warranty	\$2,250.00
TOTAL	\$24,750.00

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

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

Total Fees \$0.00

Total Bond & Fees **\$24,750.00**



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 13, 2022**

Department Public Works

Director Approval Susan GoebelCanning

AGENDA ITEM Review and action on a Performance-in-Lieu Agreement with HVAF 2, LLC regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Edgewater Townhomes Phase 2.

SUMMARY RECOMMENDATION Staff recommends approval of the Agreement.

BACKGROUND City ordinance provides for an option wherein a developer can petition the City Council to allow construction of improvements in lieu of providing a performance guarantee. In this instance the recording of the plat is deferred until the project improvements are deemed complete. The Council has the option to require a petitioner to prove sufficient resources to complete the project.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Performance-in-Lieu Agreement with HVAF 2, LLC for Edgewater Townhomes Phase 2, and authorize the Mayor to execute the documents.

SUPPORTING DOCUMENTS

4. Performance in Lieu Agreement (Edgewater Phase 2) (PDF)
Blanket Easement Edgewater Phase 2 (PDF)

Agreement for Performance in Lieu

THIS AGREEMENT is made and entered as of the 22 day of November, 2022, by and between the City of American Fork ("City"), a political subdivision of the State of Utah, and HVAF 2, LLC ("Owner"), a Utah corporation.

WHEREAS, Owner owns property in the City located at approximately 1100 W 400 S (the "Property");

WHEREAS, the Owner has recently proposed to the City and obtained conditional approval to commence with the Project;

WHEREAS, the Owner desires to adhere to City Ordinance Section 17.9.600 by constructing the project's public landscaping and public improvements (hereinafter collectively referred to as "Improvements") in lieu of posting an Improvement Completion Assurance;

WHEREAS, the American Fork City Council finds that the developer has sufficient financial resources to accomplish the construction of the required Improvements within the time frame outlined herein;

WHEREAS, the parties desire to enter into this Agreement to specify the rights and responsibilities of Owner to construct Improvements in lieu of posting an Improvement Completion Assurance as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such construction pursuant to the requirements of this Agreement; and

WHEREAS, Owner and the City have cooperated in the preparation of this Agreement.

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 Owner hereby agree to the following:

1. **Incorporation of Recital.** The foregoing Recitals are hereby incorporated in this Agreement.
2. **Improvement Completion Assurance.** Owner shall be permitted to construct Improvements in lieu of posting an Improvement Completion Assurance. Such construction shall be completed in accordance with the terms set forth herein.
3. **Time for Construction of Improvements.**

3.1__ Final construction documents and permits in accordance with City Ordinances shall be provided to the City Engineer for review immediately following the execution of

this Agreement. Upon approval of the City Engineer, construction of Improvements shall commence within thirty days.

3.2_ Improvements shall be constructed in accordance with the Construction Schedule attached hereto as Exhibit A and incorporated herein.

3.3_ Improvements shall be completed no later than two hundred seventy five (275) days from the date of execution of this Agreement. Any extension of this time period shall be in accordance with City Ordinance Section 17.9.601.

3.4_ Owner agrees and acknowledges that if construction of Improvements is not complete within the specified time set forth in this Agreement, or Owner fails to obtain an authorized extension, the Project may be declared a Dormant Project by the City.

4. **Permits and Fees**

4.1_ Prior to construction, Owner shall pay to the City the following:

1. The portion of the Improvement Completion Assurance amount attributable to costs of inspection, clean-up, reimbursement of prior constructed public improvements, and other city costs; and
2. An Improvement Warranty pursuant to City Ordinance Section 17.9.400

4.2_ Prior to construction, Owner shall obtain all necessary permits, including a land disturbance permit.

5. **Payment to City for Street Tree Specific Improvement Completion Assurance.** This assurance shall be managed independent of the other required Improvements. The Improvement Warranty period shall also be enacted independent of this requirement. Planting of trees shall be deferred until the structure constructed on a given lot is ready for first occupancy inspection.

6. **Blanket Easement.** The Owner shall submit a recorded blanket easement over the entire project area, which shall expire upon the recording of the final plat, authorizing the installation of required Improvements in the locations shown on the approved final plat and engineering drawings.

7. **Recording of Final Plat.** Owner agrees and acknowledges that the final plat shall not be recorded with the Utah County Recorder until all Improvements for the Project are constructed and accepted by the City Council, who shall issue a Notice of Completion and Acceptance of Improvements and Release of Improvement Completion Assurance.

8. **Early Recording of Final Plat.** If at any point during the construction process the Owner wishes to record the plat an Improvement Completion Assurance shall be provided per the terms of City Ordinance Section 17.9 for any and all remaining required Improvements. Upon verification of this posting and any other approval condition, the City Recorder shall be authorized to record the plat.

9. **Improvement Warranty.** The Improvement Warranty period shall commence at the recording of the final plat.

10. **Compliance.** All construction shall comply with all applicable Federal, State and local laws, ordinances, regulations, standards, and specifications.

11. **Attorney Fees.** In the event that legal remedies are sought by either party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the two parties on the subject matter of the Improvement Completion Assurance for the Project. Any provision that may be deemed unlawful shall be removed and the balance of the agreement shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signature Page Follows]

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, City Recorder

Approved as to Form:

Approved as to Content:

American Fork City Attorney

Public Works Director

[OWNER/DEVELOPER]



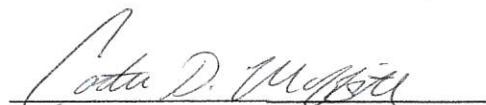
BY: GRANT CHAD CHRISTOFFERSON

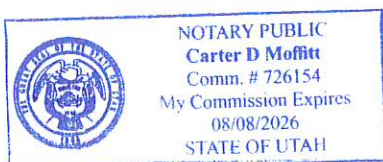
ITS: MANAGER

OWNER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

On November 17, 2022, Grant Chad Christofferson personally appeared before me, who being by me duly sworn, did say that he is the MANAGER [Title] of HVAF 2, LLC [Owner/Developer], a _____ and that the foregoing instrument was duly authorized by the company.


NOTARY PUBLIC



Edgewater Closeout Schedule

Edgewater Phase 2

11/22/2022

Legend

		Month	Current							1st Week							2nd Week							B=Begin X=Activity F=Finish/Complete
			November							November							November/December							
Bid Item	Activity	Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	
		Date	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	
	Subgrade Prep		B	X	X	X	X			X	X	F												
	Install Granular Borrow 14" Thick																B	X	X	X	X			
	Prep for Curb and Gutter 6" Thick																							
	Install Curb and Gutter																							
	Install Waterway																							
	Install Curb Wall																							
	Install Roadbase																							
	Asphalt Paving																							
	Weekends																							
	Holidays																							
	Pre-Activity Meetings																							
	Weekly Meeting																							

Edgewater Closeout Schedule

Edgewater Phase 2

11/22/2022

Legend

			Month	December								December								December								B=Begin
Bid Item	Activity	Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	X=Activity				
		Date	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	F=Finish/Complete				
	Subgrade Prep																											
	Install Granular Borrow 14" Thick		X	X	X	X	F																					
	Prep for Curb and Gutter 6" Thick									B	X	X	X	X			X	X	F									
	Install Curb and Gutter																											
	Install Waterway																											
	Install Curb Wall																											
	Install Roadbase																											
	Asphalt Paving																											
	Weekends																											
	Holidays																											
	Pre-Activity Meetings																											
	Weekly Meeting																											

Edgewater Phase 2

Legend

Edgewater Phase 2		Edgewater Closeout Schedule																				11/22/2022		Legend			
		Month	March								March/April								April								B=Begin X=Activity F=Finish/Complete
			Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su			
			Date	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8			
Bid Item	Activity																										
	Subgrade Prep																										
	Install Granular Borrow 14" Thick																										
	Prep for Curb and Gutter 6" Thick																										
	Install Curb and Gutter																										
	Install Waterway																										
	Install Curb Wall																										
	Install Roadbase		X	X	X	X	X		X	X	X	X	F														
	Asphalt Paving															B	X	X	X	F							
	Weekends																										
	Holidays																										
	Pre-Activity Meetings																										
	Weekly Meeting																										

After recording return to:
 American Fork City
 Attn: City Recorder
 51 East Main Street
 American Fork, Utah 84003

TEMPORARY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a temporary blanket easement for the installation, maintenance, operation, repair, inspection, protection, removal and/or replacement of the public landscaping and/or infrastructure improvements ("Improvements") consistent with the approved final plat and engineering drawings for the EDGEWATER TOWNHOMES AT AMERICAN FORK PHASE 2 project as shown in **Exhibit "A"**. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is located in the [Quarter of Section, Township, Range, Base and Meridian], more particularly described as follows:

Beginning at a point which is South 89°53'29" East along the section line 426.31 feet and South 2800.40 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S 89°06'00" E 53.00 feet to a point of curvature; thence along an arc 23.59 feet to the right, having a radius of 15.00 feet, the chord bears N 45°57'19" E 21.23 feet to a point on the southern right of way line of 350 South; thence S 88°56'04" E 570.12 feet to a point of curvature; thence along an arc 31.37 feet to the right, having a radius of 20.00 feet, the chord bears S 43°59'45" E 28.25 feet more or less to the western right of way line of 1100 West; thence along said right of way the following five (5) calls: 1) S 0°56'33" W 140.54 feet; 2) along an arc 114.04 feet to the right, having a radius of 710.50 feet, the chord bears S 5°32'27" W 113.92 feet; 3) S 10°08'21" W 120.25 feet; 4) along an arc 126.73 feet to the left, having a radius of 789.50 feet, the chord bears S 5°32'27" W 126.59 feet; 5) S 0°56'33" W 9.86 feet to a point of curvature; thence along an arc 31.45 feet to the right, having a radius of 20.00 feet, the chord bears S 46°00'15" W 28.31 feet; thence S 0°50'57" W 60.49 feet more or less to the southern right of way line of 450 South; thence N 88°56'04" W 531.16 feet to a point of curvature; thence along an arc 23.61 feet to the left, having a radius of 15.00 feet, the chord bears S 45°58'58" W 21.24 feet; thence N 89°06'00" W 53.00 feet; thence N 0°54'00" E 609.42 feet to the point of beginning.

Contains: ±389,052 s.f.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Improvements. At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any obstruction of accessing said temporary easement.

This Temporary Easement shall automatically expire at the time of recording of the mylar for

the subdivision or when the Improvements are installed and accepted by American Fork City.

In witness whereof, the Grantor has executed this easement this

26th day of July, 20 22.

[GRANTOR]

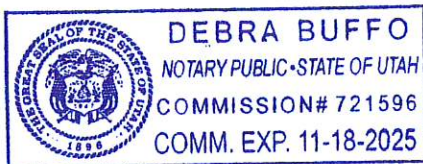
[Signature] MANAGER
By: NAME, TITLE
GRANT CHAD CHRISTOFFERSON

State of Utah

:SS

County of Utah

On the 26th day of July, 20 22, personally appeared before me Grant Chad Christofferson, who acknowledged himself to be the [TITLE] of [GRANTOR], and that he/she, as such [TITLE], being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Debra Buffo
Notary Public

ACCEPTED BY:

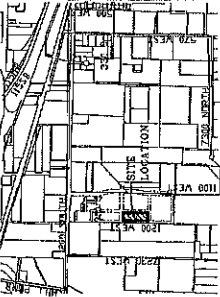
AMERICAN FORK CITY

Bradley J. Frost, Mayor

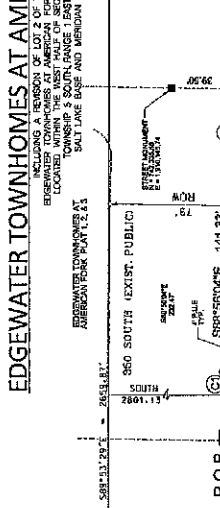
Exhibit 'A'

Attachment: Blanket Easement Edgewater Phase 2 (Performance-in-Lieu Agreement for Edgewater Phase 2)

EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 5



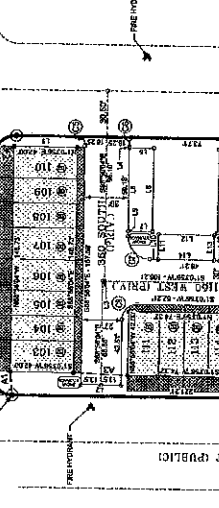
NOTE:
1) ALL AREAS OUTSIDE THE BUILDING LOTS ARE A PUBLIC UTILITY EASEMENT, A PUBLIC ACCESS & PARKING EASEMENT & UNDERPASS EASEMENT.
2) OPEN SPACE IS DEDICATED TO THE EDGEWATER TOWN HOMES AT AMERICAN FORK HOME OWNERS ASSOCIATION INC.
3) LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 1 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON - ON SUPPLEMENTARY GEOTECHNICAL INFORMATION INDICATING OTHERWISE.
4) OFF-SET PINS TO BE PLACED IN THE BACK OF CURB AND SET BY 24 INCHES WITH NUMBERED SURVEY CIP TO BE PLACED AT ALL LOT REAR CORNERS PRIOR TO OCCUPANCY.
5) BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL: 1) ASPHALT PAVING IS COMPLETED, 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.
6) BENCHMARK USED: NW CORNER SEC. 24, DIV. 4, 24 INCH BENCH MARK, PAVEMENT NO. 367 OF 140 LAYED IN 1920S.



Lot	Area	Owner	Notes
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
17	1.00	1.00	1.00
18	1.00	1.00	1.00
19	1.00	1.00	1.00
20	1.00	1.00	1.00
21	1.00	1.00	1.00
22	1.00	1.00	1.00
23	1.00	1.00	1.00
24	1.00	1.00	1.00
25	1.00	1.00	1.00
26	1.00	1.00	1.00
27	1.00	1.00	1.00
28	1.00	1.00	1.00
29	1.00	1.00	1.00
30	1.00	1.00	1.00
31	1.00	1.00	1.00
32	1.00	1.00	1.00
33	1.00	1.00	1.00
34	1.00	1.00	1.00
35	1.00	1.00	1.00
36	1.00	1.00	1.00
37	1.00	1.00	1.00
38	1.00	1.00	1.00
39	1.00	1.00	1.00
40	1.00	1.00	1.00
41	1.00	1.00	1.00
42	1.00	1.00	1.00
43	1.00	1.00	1.00
44	1.00	1.00	1.00
45	1.00	1.00	1.00
46	1.00	1.00	1.00
47	1.00	1.00	1.00
48	1.00	1.00	1.00
49	1.00	1.00	1.00
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51	1.00	1.00	1.00
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59	1.00	1.00	1.00
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61	1.00	1.00	1.00
62	1.00	1.00	1.00
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64	1.00	1.00	1.00
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66	1.00	1.00	1.00
67	1.00	1.00	1.00
68	1.00	1.00	1.00
69	1.00	1.00	1.00
70	1.00	1.00	1.00
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73	1.00	1.00	1.00
74	1.00	1.00	1.00
75	1.00	1.00	1.00
76	1.00	1.00	1.00
77	1.00	1.00	1.00
78	1.00	1.00	1.00
79	1.00	1.00	1.00
80	1.00	1.00	1.00
81	1.00	1.00	1.00
82	1.00	1.00	1.00
83	1.00	1.00	1.00
84	1.00	1.00	1.00
85	1.00	1.00	1.00
86	1.00	1.00	1.00
87	1.00	1.00	1.00
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89	1.00	1.00	1.00
90	1.00	1.00	1.00
91	1.00	1.00	1.00
92	1.00	1.00	1.00
93	1.00	1.00	1.00
94	1.00	1.00	1.00
95	1.00	1.00	1.00
96	1.00	1.00	1.00
97	1.00	1.00	1.00
98	1.00	1.00	1.00
99	1.00	1.00	1.00
100	1.00	1.00	1.00

Lot	Area	Owner	Notes
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
17	1.00	1.00	1.00
18	1.00	1.00	1.00
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21	1.00	1.00	1.00
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25	1.00	1.00	1.00
26	1.00	1.00	1.00
27	1.00	1.00	1.00
28	1.00	1.00	1.00
29	1.00	1.00	1.00
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31	1.00	1.00	1.00
32	1.00	1.00	1.00
33	1.00	1.00	1.00
34	1.00	1.00	1.00
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36	1.00	1.00	1.00
37	1.00	1.00	1.00
38	1.00	1.00	1.00
39	1.00	1.00	1.00
40	1.00	1.00	1.00
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42	1.00	1.00	1.00
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44	1.00	1.00	1.00
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62	1.00	1.00	1.00
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73	1.00	1.00	1.00
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78	1.00	1.00	1.00
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81	1.00	1.00	1.00
82	1.00	1.00	1.00
83	1.00	1.00	1.00
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93	1.00	1.00	1.00
94	1.00	1.00	1.00
95	1.00	1.00	1.00
96	1.00	1.00	1.00
97	1.00	1.00	1.00
98	1.00	1.00	1.00
99	1.00	1.00	1.00
100	1.00	1.00	1.00

NOTE:
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3) LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 1 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON - ON SUPPLEMENTARY GEOTECHNICAL INFORMATION INDICATING OTHERWISE.
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6) BENCHMARK USED: NW CORNER SEC. 24, DIV. 4, 24 INCH BENCH MARK, PAVEMENT NO. 367 OF 140 LAYED IN 1920S.



Lake Table		
Block	Length	Direction
1	1.00	S 01°00'00" W
2	1.00	S 01°00'00" W
3	22.50	S 01°00'00" W
4	1.00	S 01°00'00" W
5	1.00	S 01°00'00" W
6	1.00	N 89°00'00" W
7	10.00	S 01°00'00" W
8	1.00	S 01°00'00" W



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 13, 2022**

Department Public Works

Director Approval Susan GoebelCanning

AGENDA ITEM Review and action on a Performance-in-Lieu Agreement with HVAF 2, LLC regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Edgewater Townhomes Phase 3.

SUMMARY RECOMMENDATION Staff recommends approval of the Agreement.

BACKGROUND City ordinance provides for an option wherein a developer can petition the City Council to allow construction of improvements in lieu of providing a performance guarantee. In this instance the recording of the plat is deferred until the project improvements are deemed complete. The Council has the option to require a petitioner to prove sufficient resources to complete the project.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Performance-in-Lieu Agreement with HVAF 2, LLC for Edgewater Townhomes Phase 3, and authorize the Mayor to execute the documents.

SUPPORTING DOCUMENTS

Performance-in-Lieu Agreement (Edgewater Phase 3) (PDF)

Blanket Easement (Edgewater Phase 3) (PDF)

Agreement for Performance in Lieu

THIS AGREEMENT is made and entered as of the 23 day of NOVEMBER, 2022, by and between the City of American Fork ("City"), a political subdivision of the State of Utah, and HNAF 2, LLC ("Owner"), a Utah corporation.

WHEREAS, Owner owns property in the City located at approximately 1100 W 450 S (the "Property");

WHEREAS, the Owner has recently proposed to the City and obtained conditional approval to commence with the Project;

WHEREAS, the Owner desires to adhere to City Ordinance Section 17.9.600 by constructing the project's public landscaping and public improvements (hereinafter collectively referred to as "Improvements") in lieu of posting an Improvement Completion Assurance;

WHEREAS, the American Fork City Council finds that the developer has sufficient financial resources to accomplish the construction of the required Improvements within the time frame outlined herein;

WHEREAS, the parties desire to enter into this Agreement to specify the rights and responsibilities of Owner to construct Improvements in lieu of posting an Improvement Completion Assurance as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such construction pursuant to the requirements of this Agreement; and

WHEREAS, Owner and the City have cooperated in the preparation of this Agreement.

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 Owner hereby agree to the following:

1. **Incorporation of Recital.** The foregoing Recitals are hereby incorporated in this Agreement.
2. **Improvement Completion Assurance.** Owner shall be permitted to construct Improvements in lieu of posting an Improvement Completion Assurance. Such construction shall be completed in accordance with the terms set forth herein.
3. **Time for Construction of Improvements.**
 - 3.1_ Final construction documents and permits in accordance with City Ordinances shall be provided to the City Engineer for review immediately following the execution of

this Agreement. Upon approval of the City Engineer, construction of Improvements shall commence within thirty days.

3.2_ Improvements shall be constructed in accordance with the Construction Schedule attached hereto as Exhibit A and incorporated herein.

3.3_ Improvements shall be completed no later than two hundred seventy five (275) days from the date of execution of this Agreement. Any extension of this time period shall be in accordance with City Ordinance Section 17.9.601.

3.4_ Owner agrees and acknowledges that if construction of Improvements is not complete within the specified time set forth in this Agreement, or Owner fails to obtain an authorized extension, the Project may be declared a Dormant Project by the City.

4. **Permits and Fees**

4.1_ Prior to construction, Owner shall pay to the City the following:

1. The portion of the Improvement Completion Assurance amount attributable to costs of inspection, clean-up, reimbursement of prior constructed public improvements, and other city costs; and
2. An Improvement Warranty pursuant to City Ordinance Section 17.9.400

4.2_ Prior to construction, Owner shall obtain all necessary permits, including a land disturbance permit.

5. **Payment to City for Street Tree Specific Improvement Completion Assurance.** This assurance shall be managed independent of the other required Improvements. The Improvement Warranty period shall also be enacted independent of this requirement. Planting of trees shall be deferred until the structure constructed on a given lot is ready for first occupancy inspection.

6. **Blanket Easement.** The Owner shall submit a recorded blanket easement over the entire project area, which shall expire upon the recording of the final plat, authorizing the installation of required Improvements in the locations shown on the approved final plat and engineering drawings.

7. **Recording of Final Plat.** Owner agrees and acknowledges that the final plat shall not be recorded with the Utah County Recorder until all Improvements for the Project are constructed and accepted by the City Council, who shall issue a Notice of Completion and Acceptance of Improvements and Release of Improvement Completion Assurance.

8. **Early Recording of Final Plat.** If at any point during the construction process the Owner wishes to record the plat an Improvement Completion Assurance shall be provided per the terms of City Ordinance Section 17.9 for any and all remaining required Improvements. Upon verification of this posting and any other approval condition, the City Recorder shall be authorized to record the plat.

9. **Improvement Warranty.** The Improvement Warranty period shall commence at the recording of the final plat.

10. **Compliance.** All construction shall comply with all applicable Federal, State and local laws, ordinances, regulations, standards, and specifications.

11. **Attorney Fees.** In the event that legal remedies are sought by either party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the two parties on the subject matter of the Improvement Completion Assurance for the Project. Any provision that may be deemed unlawful shall be removed and the balance of the agreement shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signature Page Follows]

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, City Recorder

Approved as to Form:

Approved as to Content:

American Fork City Attorney

Public Works Director

[OWNER/DEVELOPER]

BY: GRANT CHAD CHRISTOFFERSON

ITS: MANAGER

OWNER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

On NOVEMBER 22, 2022, GRANT CHAD CHRISTOFFERSON personally appeared before me, who being by me duly sworn, did say that he is the MANAGER [Title] of HVAF2, LLC [Owner/Developer], a DEVELOPER and that the foregoing instrument was duly authorized by the company.

NOTARY PUBLIC

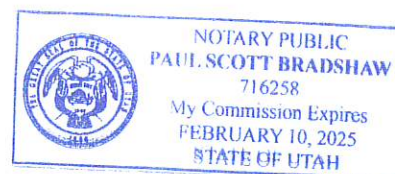


Exhibit 'A'

AF Edgewater PH3 Schedule

1

Edgewater Phase 3

11/23/2022

Legend

			Month	Current							1st Week							2nd Week							B=Begin
				March							March							March							X=Activity
Bid Item	Activity	Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	F=Finish/Complete	
		Date	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26		
	Subgrade Prep		B	X	X	X	X			X	X	X	X	X			X	X	X	X	X				
	Install Sewer									B	X	X	X	X			X	X	X	X	X				
	Install Storm Drain																								

AF Edgewater PH3 Schedule

2

Edgewater Phase 3

Legend

		Month	1 MONTH																						B=Begin
			March/ April								April							April							X=Activity
Bid Item	Activity	Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	F=Finish/Complete	
		Date	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
	Subgrade Prep		X	X	X	X	X																		
	Install Sewer		X	X	X	X	X			X	X	X	X	X			X	X	X	X	F				
	Install Storm Drain									B	X	X	X	X			X	X	X	X	X				

AF Edgewater PH3 Schedule

3

Edgewater Phase 3

Legend

B=Begin

X=Activity

F=Finish/Complete

[illegible]

Weekends

Holidays

Pre-Activity Meetings

Weekly Meeting

AF Edgewater PH3 Schedule

4

Edgewater Phase 3

Legend

B=Begin

X=Activity

F=Finish/Complete

																	3 MONTHS						
		Month	May							May							May						
Bid Item	Activity	Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su
		Date	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	Install Pressurized Irrigation		X	X	X	X	X			X	X	X	X	X			X	X	X	X	F		
	Install Granular Borrow		X	X	X	X	X			X	X	X	X	X			X	X	F				
	Prep for Curb and Gutter 6" Thick		X	X	X	X	X			X	X	X	X	X			X	X	X	X	F		
	Install Curb and Gutter									B	X	X	X	X			X	X	X	X	X		
	Install Roadbase																						

Weekends

Holidays

Pre-Activity Meetings

Weekly Meeting

5		AF Edgewater PH3 Schedule																								
Edgewater Phase 3			May/ June							June							June							Legend		
Bid Item	Activity	Month	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	B=Begin	X=Activity	F=Finish/Complete
		Day	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
	Install Curb and Gutter	Date		X	X	X	X			X	X	X	X	X			X	X	X	X	F					
	Install Roadbase									B	X	X	X	X			X	X	X	X	X					
	Prep Site Concrete			B	X	X	X			X	X	X	X	X			X	X	X	X	X					

Weekends
 Holidays
 Pre-Activity Meetings
 Weekly Meeting

6		Edgewater Phase 3		AF Edgewater PH3 Schedule																								Legend B=Begin X=Activity F=Finish/Complete	
				4 MONTHS																									
				June								June/ July								July									
Month																													
Day		M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su							
Date		19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9							
Install Roadbase		X	X	X	X	X			X	X	X	X	X					X	F										
Prep Site Concrete		X	X	X	X	X			X	X	X	X	X					X	X	F									
Install Site Concrete		B	X	X	X	X			X	X	X	X	X					X	X	X									
Pavement									B	X	X	X	X					X	X	F									

Weekends

Holidays

Pre-Activity Meetings

Weekly Meeting

[illegible]

Attachment: Performance-in-Lieu Agreement (Edgewater Phase 3) (Performance-in-Lieu Agreement for

After recording return to:
 American Fork City
 Attn: City Recorder
 51 East Main Street
 American Fork, Utah 84003

TEMPORARY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a temporary blanket easement for the installation, maintenance, operation, repair, inspection, protection, removal and/or replacement of the public landscaping and/or infrastructure improvements ("Improvements") consistent with the approved final plat and engineering drawings for the EDGEWATER TOWNHOMES AT AMERICAN FORK PHASE 3 project as shown in **Exhibit "A"**. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is located in the [Quarter of Section, Township, Range, Base and Meridian], more particularly described as follows:

Beginning at a point which is South 00°02'42" West along the section line 733.18 feet and East 426.15 feet from the West Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S 89°06'00" E 53.00 feet to the southern right of way of 450 South as shown on the Edgewater Townhomes at American Fork Plat 4; thence along said right of way an arc 23.61 feet to the right, having a radius of 15.00 feet, the chord bears N 45°58'58" E 21.24 feet; thence S 88°56'04" E 531.16 feet; thence N 00°32'24" W 0.49 feet to a point of curvature along the eastern right of way of 1100 West as shown on the 1100 West and 350 South Road Dedication Plat; thence along said right of way an arc 31.37 feet to the right, having a radius of 20.00 feet, the chord bears S 43°59'45" E 28.25 feet; thence S 00°56'33" W 252.26 feet; thence along an arc 63.72 feet to the left, having a radius of 539.50 feet, the chord bears S 02°26'27" E 63.68 feet; thence S 05°49'28" E 123.34 feet; thence along an arc 53.94 feet to the right, having a radius of 460.50 feet, the chord bears S 02°28'07" E 53.91 feet; thence S 89°40'32" W 640.41 feet; thence N 0°54'00" E 511.88 feet to the POINT OF BEGINNING.

Contains: ±323,198 s.f.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Improvements. At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any obstruction of accessing said temporary easement.

This Temporary Easement shall automatically expire at the time of recording of the mylar for the subdivision or when the Improvements are installed and accepted by American Fork City.

In witness whereof, the Grantor has executed this easement this

26th day of July, 20 22.

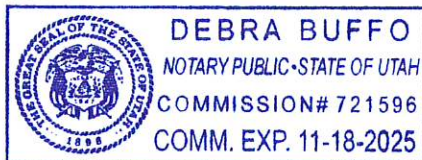
[GRANTOR]

MANAGER
By: NAME, TITLE
GRANT CHAD CHRISTOFFERSON

State of Utah

County of Utah :ss

On the 26 day of July, 20 22, personally appeared before me Grant Chad Christofferson, who acknowledged himself to be the [TITLE] of [GRANTOR], and that he/she, as such [TITLE], being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Debra Buffo
Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Exhibit 'A'

Attachment: Blanket Easement (Edgewater Phase 3) (Performance-in-Lieu Agreement for Edgewater Phase 3)





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 13, 2022**

Department Planning **Director Approval** Patrick O'Brien

AGENDA ITEM Review and action on an ordinance approving amendments to Sections 15.01.1830, 15.01.1840 and 15.01.1850 of the city code related to Access Management.

SUMMARY RECOMMENDATION: Staff recommends approval

BACKGROUND: This code text amendment is clarifying what is required for access management.

BUDGET IMPACT: N/A

SUGGESTED MOTION: Move to adopt the ordinance approving code text amendments of the American Fork Municipal Code, amending Sections 15.01.1830, 15.01.1840 and 15.01.1850.

SUPPORTING DOCUMENTS

Access Tracked Changes (DOCX)

ORDINANCE NO. 2023 - ____ - ____

AN ORDINANCE AMENDING THE TITLE OF DIVISION 17, SECTION 15.01.1830, SECTION 15.01.1840 AND SECTION 15.01.1850 OF THE AMERICAN FORK CITY MUNICIPAL CODE RELATING TO ACCESS MANAGEMENT AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, American Fork City seeks to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork City;

WHEREAS, the American Fork City Council finds it in the best interest of the City to adopt intersection and access spacing requirements;

WHEREAS, the American Fork City Council finds that the adoption of this ordinance would promote the health, safety and welfare of the City and its residents.

NOW THEREFORE, be it ordained by the city council of American Fork, Utah, that:

PART I TEXT OF ORDINANCE

DIVISION 17 ~~RECOMMENDED~~ ACCESS MANAGEMENT REQUIREMENTS

15.01.1830 Introduction

~~The following sections discuss recommended access management related standards for American Fork City. These recommendations are based on national and local research, as well as the current state of the practice by other DOTs and municipalities.~~

The requirements set forth in this section are intended to protect the functional integrity of roadways, maintain and preserve traffic mobility, provide efficient and necessary access, while protecting the public health, safety, and welfare.

15.01.1840 Access Provisions

- A. This section discusses ~~what~~the types of accesses ~~should be~~ permitted on the various types of roadways within American Fork. The roadway network and land use are interconnected, therefore allowing certain types of land use and accesses adjacent to certain types of roadways will lead to the correct type of access and mobility that would be expected for a certain type of road. Table 1 shows ~~recommended~~the allowable accesses for each roadway classification.

Table 1. Access Provisions

Street Classification	Commercial Access	Multi-Family Residential Access	Residential Access	Public Street Access

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Arterial street	Yes ¹	No ³	No	Yes
Major collector	Yes	Yes	No ⁵	Yes
Minor collector	Yes	Yes	Yes ⁴	Yes
Local street	No ²	Yes	Yes	Yes

Notes:

1. Preferably, commercial access to an arterial should be consolidated for several parcels and gained using a traffic signal or a public street. Where direct access is given to an arterial, if possible, the access should be a RIRO access.
2. Exceptions to this recommendation would be for small commercial developments or for secondary access to a development.
3. Very large multi-family developments may have private accesses that resemble public streets in form and function, and therefore would be an exception to this recommendation.
4. Direct access and frontage of residential properties to a minor collector may result in less-than-desirable livability for residents and should be avoided where practical.
5. Direct access and frontage of residential properties to a major collector may result in less-than-desirable livability for residents and should be avoided where practical; however, if base residential zoning allows access, then a traffic impact study showing acceptable operations and safety can be mitigated, then an engineering review will determine the applicability of this standard.

B. The feasibility of these recommendations is also highly dependent upon land use and transportation planning for American Fork City. If it is determined by the City Engineer that a variance from the standards in Table 1 is in the best interest of the public health safety and welfare of the residents of the City, a design that meets the purposes of this rule, is based on desirable nationally accepted standards, and is determined acceptable to the City Engineer and City Council may be permitted.

~~Recommendations listed in Table 1 may not always be feasible depending on whether or not other access exists for a given parcel of land. The feasibility of these recommendations is also highly dependent upon land use and transportation planning for American Fork City.~~

15.01.1850 Intersection and Access Spacing

A. The minimum signalized, public street and private access spacing shall be as set forth in Table 2 below:

~~Based on recommendations from the literature and from state-of-the-practice of other municipalities and DOTs, recommendations for minimum signalized, public street and private access spacing have been compiled and are shown in Table 2.~~

Table 2: Intersection and Access Spacing

Street Classification	Minimum Signal Spacing (feet) ¹	Minimum Street Spacing (feet) ^{1,4}	Minimum Commercial	Minimum Residential
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			Access Spacing (feet) ^{1,4}	Access Spacing (feet) ¹
Arterial Street	2,640	660	330 ²	n/a ³
Major Collector	1,320	660	330	n/a ³
Minor Collector	1,320	330	150	150
Local Street	1,320	150	150	50
Notes:				
1. Measured center-line to center-line				
2. Access to an arterial should only be granted <u>upon a finding by the City Engineer that</u> <u>nowhen</u> other reasonable access is ~~not~~ available to a collector or local street. If granted, the access should be limited to right-in/right-out only if possible.				
3. Residential access should not be granted on arterials or major collectors.				
4. Minimum street spacing refers to unsignalized intersection spacing; if a traffic signal is present, a traffic impact study ~~shall be required to~~ <u>should</u> determine if the minimum street spacing should be <u>greater than the requirement set forth in Table 2</u> ~~longer~~ .				

B. If it is determined that a parcel of land existing and within the boundaries of the city at the time of adoption of this ordinance cannot meet the design standards set forth in Table 2, a design that meets the purposes of this rule, is based on desirable nationally accepted standards, and is determined acceptable to the City Engineer and City Council may be permitted.

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C. If it is determined by the City Engineer that a variance from the standards in Table 2 is in the best interest of the public health safety and welfare of the residents of the City, a design that meets the purposes of this rule, is based on desirable nationally accepted standards, and is determined acceptable to the City Engineer and City Council may be permitted.

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**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
DECEMBER 13, 2022**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance setting the dates, time, and place of the 2023 City Council meetings.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Each year, the city posts an annual notice of regular meetings for the city council, planning commission, and other boards/committees/commissions. The city is also required by state law (UCA 10-3-502) to adopt an ordinance which sets the time and place of city council meetings.

The following ordinance will establish the date, time, and place of the city council meetings to meet state law. The City Council meetings are held the second and fourth Tuesday of each month at 7:00 p.m. at the Historic City Hall. The work sessions are scheduled on the first and third Tuesday of the month at 4:00 p.m. at the Administration Offices. Occasionally there may be times when meetings may need to be rescheduled.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to adopt the ordinance setting the date, time, and place of city council meetings for 2023.

SUPPORTING DOCUMENTS

12.13.22 - 2023 City Council Meeting dates (DOC)

ORDINANCE NO. _____

AN ORDINANCE SETTING THE DATE, TIME, AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL OF AMERICAN FORK CITY FOR THE YEAR 2023 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §10-3-502 UCA requires that the time and place of City Council meetings be set by ordinance, which must be held at least once each month; and

WHEREAS, §52-4-202 UCA requires the City to give notice of its annual meeting schedule for all regularly scheduled meetings.

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

Section 1. Establishment of time and place of meetings.

The regular meetings and work sessions of the American Fork City Council for the year 2023 shall be held according to the attached schedule (Exhibit "A"). The regular session meetings will commence at 7:00 p.m. and will be held at City Hall, 31 N. Church Street. Work sessions will commence at 4:00 p.m. and will be held in the City Administration Conference Room, 51 East Main.

Section 2. Effective Date

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

PASSED BY THE AMERICAN FORK CITY COUNCIL ON THIS 13TH DAY OF DECEMBER 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 12.13.22 - 2023 City Council Meeting dates (2023 City Council Meeting schedule)

Exhibit “A”

City Council Work Sessions and Regular Sessions meetings:

Notice is hereby given that the City Council will hold its regular session meetings on the second and fourth Tuesday of each month at 7:00 p.m. at the Historic City Hall, 31 North Church Street, unless otherwise as noted. Work Sessions will be held on the first and third Tuesday of each month at 4:00 p.m. in the City Administrative Offices Conference Room, 51 East Main Street, unless otherwise as noted. The specific meeting dates are as follows:

City Council Work Sessions

January 3 and 17

February 21

March 7 and 21

April 4

May 2 and 16

June 6 and 20

August 1

September 5 and 19

October 3 and 17

November 21

December 5

City Council Regular Sessions

January 10 and 24

February 14 and 28

March 14 and 28

April 11 and 25

May 9 and 23

June 13 and 27

July 11 and 25

August 8 and 22

September 12 and 26

October 10 and 24

November 14 and 28

December 12

Dates and times of meetings may change as needed due to holidays, elections, or other unforeseen circumstances. Special meetings may be held at the discretion of the mayor. All meetings are posted on <https://www.utah.gov/pmn/>.